



Finance/Personnel Committee

Regular Meeting

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

Agenda

Tuesday, June 10, 2025

7:30 PM

Council Chambers and Virtual

Pursuant to Wisconsin Statute 19.84, Notice is hereby given to the public that a meeting of the **Finance/Personnel Committee** of the City of De Pere will be held on **June 10, 2025 at 7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET. DE PERE.**

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

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

OR

You can also dial in using your phone.
United States (Toll Free): [1 866 899 4679](tel:18668994679)
United States: [+1 \(312\) 757-3117](tel:+13127573117)
Access Code: 154-883-285

This meeting may also be rebroadcast on TV throughout the week and available on demand at <https://deperewi.portal.civicclerk.com/>.

- I. Call to Order
 1. Roll Call
 2. Approval of the Minutes of the May 13, 2025 Regular Meeting of the Finance/Personnel Committee.
 3. Public Comment on Matters not on the Agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Finance/Personnel Committee. §6-3(f) DPMC
 4. Consideration and Possible Action on the approval of the Non-Renewal of Emergency Medical Services Contract (EMS) with Town of Ledgeview dated January 1, 2012 and the approval of a new proposed Emergency Medical Services Contract (EMS) with the Town of Ledgeview effective January 1, 2026.*
 5. Consideration and Possible Action on the approval of the Non-Renewal of Emergency Medical Services (EMS) Contract with Town of Lawrence.*

6. Consideration and Possible Action on Johnson Controls Planned Service Agreement for Fire Alarm and Sprinkler Inspection (Fire Station #2).*
7. Consideration and Possible Action on Amendments to De Pere Municipal Code Chapter 54 - Buildings and Construction.*
8. Consideration and Possible Action on the Review of the 30% Design Phase of the Downtown Parking Structure in connection with the Redevelopment of the former Shopko Site.
9. Consideration and Possible Action on approval to switch to Commercial Rewards Card.*
10. Consideration and Possible Action on approval of Preliminary 2025 Borrowing.
11. Investments Summary
12. Future agenda items.
13. Adjournment.

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

Agenda Sent To:

Alderspersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce



City of De Pere, Wisconsin

I.2

**Request for Finance/Personnel Committee
Action**

MEETING DATE: June 10, 2025
DEPARTMENT: Administration
FROM: Amy Darnick, Administrative Assistant
SUBJECT: Approval of the Minutes of the May 13, 2025 Regular Meeting of the Finance/Personnel Committee.
RECOMMENDED ACTION: Motion to approve.

Minutes

ATTACHMENTS:
May 13, 2025 -DRAFT



Finance/Personnel Committee

Regular Meeting

Minutes

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

Tuesday, May 13, 2025

7:30 PM

335 S. Broadway, De Pere, WI 54115

I. Call to Order

1. Roll Call

Present: Pamela Gantz, John Quigley, Devin Perock, Amy Kunding

Absent:

Excused: James Boyd

Also present:

City Administrator, Kim Flom

Finance Director, Pam Manley

Parks Director, Marty Kosobucki

Public Works Director, Scott Thoreson

Community and Economic Development Specialist, Quasan Shaw

Development Services Director, Dan Lindstrom

Administrative Assistant, Amy Darnick

City Attorney, Joanne Bungert is attending virtual

2. Election of the Vice Chair of the Finance/Personnel Committee.

Aldersperson Kunding is nominated by Aldersperson Gantz to be VP Chair of the Finance Committee.

RESULT:	Passed
MOVER:	Pamela Gantz
SECONDER:	John Quigley
AYES:	Pamela Gantz, John Quigley, Devin Perock, Amy Kunding
NAYS:	None

3. Approval of the Minutes of the April 8, 2025 Regular Meeting of the Finance/Personnel Committee.

RESULT:	Passed
MOVER:	John Quigley
SECONDER:	Pamela Gantz
AYES:	Pamela Gantz, John Quigley, Devin Perock, Amy Kunding
NAYS:	None

4. Public Comment on Matters not on the Agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Finance and Personnel Committee. §6-3(f) DPMC

None

5. Informational Update on the First Floor Remodel Project.

Finance Director Pam Manley was present to give an update.

\$300,000 was what we previously budgeted for in our capital for 1st floor remodel. We are already getting estimates and doing drawings and the price tag is currently coming in over that. Included in that price adjustment, there have been a few additional items have been added because of a security component and ADA requirements. The security team said we should implement changes for security while we are doing the regular remodel.

We'd be looking at 2 counters with bank teller kind of windows. There will be a closed secured door also. Once we get the pricing in, they will bring it to the F/P committee and see if they approve it.

We are also going to set up a mothers room. That would be the primary use for that room, but there will be other options to use for it.

There are thing we planned on bonding for this year that we won't do anymore. She thinks we will still be within the general amount in total.

Aldperson Kundinger is wanting to clarify if these are additional things or just things costing more. Manley said that it is additional costs and the additional things that we've added, that really should be done while we do the remodel.

Aldperson Quigley asked if this is the first time the remodel has happened since the building has been built. This is really the first major overall besides adding cubicles.

Manager Flom stated that the need is here for remodeling because our staff is growing as well and we need adequate space for new hires to be placed.

Alderson Gantz asked when we will receive the new bid information. It will probably be the July Finance meeting once we get the new information in, then it will proceed to Council after the Finance Committee.

6. Consideration and Possible Action on Award of Contract 25-16 Interstate Highway 41 City Sign Replacement.*

Development Services Director Dan Lindstrom was present to talk about this agenda item. This is the next step in the process of the Hwy 41 sign replacement.

Earlier this year, staff put out bids for the replacement costs. Estimated costs were around \$115,000 funded via TID. The designer of the sign (Elevate 97) came in with the lowest bid of \$101,555. Staff is recommending approval for Elevate 97 on sign replacement. It will be paid by TID 15.

RESULT:	Passed
MOVER:	Devin Perock

SECONDER:	Pamela Gantz
AYES:	Pamela Gantz, John Quigley, Devin Perock, Amy Kunderinger
NAYS:	None

7. Consideration and Possible Action on the Purchase of a New Chipper for the Parks Department with Funding to be Included in the 2025 Borrowing Schedule. *

Parks Director Marty Kosobucki is present to speak on this item.

Forestry division uses the chipper during the course of the year a lot. One was purchased in 2019, then an error code would occur within a year of purchase. Since 2020, we've had it back in for maintenance 10+ times.

We are looking to purchase a new chipper. We can't wait for them to continue to keep trying to fix it, instead to purchase new.

Alderperson Gantz asked how much it costs each time it needs repair. Kosobucki mentioned that it is still under warranty so we've had to pay very little. It is more about needing to have this equipment.

Alderperson Quigley mentioned that the plan is to continue to have the original one looked at and hopefully fixed, as well as purchase the new one. If the original one comes back fixed, then we could either sell it with a good return or keep for extra use.

RESULT:	Passed
MOVER:	John Quigley
SECONDER:	Pamela Gantz
AYES:	Pamela Gantz, John Quigley, Devin Perock, Amy Kunderinger
NAYS:	None

8. Consideration and Possible Action for Proposed Development Agreement Terms with Phoenix of De Pere, LLC for a 168-unit Multifamily Development located on the North Side of Employers Blvd (WD-364-D-502-2, WD-364-D-502, and portion of WD-D0031).*

Development Director Dan Lindstrom was present to speak on this item.

This came to the Committee back in 2024 as the Preserve Development for a mixed ownership, condos/townhomes/apartment. The Developer found that the project wasn't feasible, which included a lot of infrastructure projects. Developer came back to the table, wants to provide more housing to the City. This is the first 2 phases of a 4-phase project. North of Employee Blvd. Phase 1 would build (2) 42 unit buildings, phase 2 would build 42 more, including a pool and clubhouse. Phase 3 & 4 would be two additional buildings each time, containing 42 units similar to phase 1.

Staff is waiting on a revised concept layout. They are working on some underground utilities. This would offer a solution to some of our housing crisis.

Based off of their net operating income, the future value of the 4 buildings would assess at \$26 million. Income-based approach, which would mean roughly a \$400,000 base value. We are using a 6.75% cap rate. This is an income generation project is because the building is the project that is making money. Rate of return and rate of cost are on the lower end of the market averages. We did the whole analysis without our financing, and found the project has an internal rate of return of 8%, which will require the

"but for" or stress test.

They will have to meet performance generations from an income-generation standpoint. The developer obligations are laid out in the information packet.

The City obligations are as follows: Street and stormwater infrastructure, Amend TID 15, incentives developer project cost reimbursement grant & Annual or "PAYGO" Project Grant Municipal Revenue Obligation (MRO).

Subject to City Attorney changes if needed. Timing on when this would go to council, hoping this would go as soon as possible.

RESULT:	Passed
MOVER:	John Quigley
SECONDER:	Pamela Gantz
AYES:	Pamela Gantz, John Quigley, Devin Perock, Amy Kunding
NAYS:	None

9. Consideration and Possible Action for Proposed Purchase/Sale Agreement Option Terms with Ehlinger Properties LLC for a 4.3 acre portion of Parcel WD-L492-B-5 for Future Business Relocation and Expansion.*

Community and Economic Development Specialist Quasan Shaw is present to speak on this agenda item.

We have been meeting with John Ehlinger - located in the village of Ashwaubenon. They reached out to us, looking for a space to expand in the Village of Ashwaubenon, but didn't have any suitable land. Working with them on some sites for a little more than 6 months. Settled on this one on American Blvd. This site is roughly 9 acres. Possibly looking at splitting up the parcel. The portion that they are looking at is 4.3 acre, looking to build 40,000 square feet. A value of \$3.1 million. They'd like to do a 3-year planning option, but can do a 30-month option instead. Calls for \$40,000 an acre, but was increased to \$60,000 by the council. We have been working with them for a while and are grandfathering them in at the \$40,000 an acre, roughly \$172,000 for their lot.

They started leasing out another warehouse space so they could advance purchase some certain things. They would like to build as soon as they can. 30 month max, but would like to get shovels in the ground sooner.

RESULT:	Passed
MOVER:	Pamela Gantz
SECONDER:	Devin Perock
AYES:	Pamela Gantz, John Quigley, Devin Perock, Amy Kunding
NAYS:	None

10. Consideration and Possible Action for Environmental Services for 100 Block S. Broadway St. BRRTS Site Investigation.*

Community and Economic Development Specialist Quasan Shaw was present to talk on this item.

Doing some environmental cleanup for the 100 block of Broadway St. This is in continuation with the Wi DNR. They are requesting 2 cross section diagrams for this to close out the project. Cedar Corp has

reached out to us to request a small contract to put that together for roughly \$2,500 for them to complete the drawings to satisfy the DNR requirements.

RESULT:	Passed
MOVER:	Devin Perock
SECONDER:	John Quigley
AYES:	Pamela Gantz, John Quigley, Devin Perock, Amy Kunding
NAYS:	None

11. Investment Summary.

Motion to receive and put this information on file.

RESULT:	Passed
MOVER:	John Quigley
SECONDER:	Pamela Gantz
AYES:	Pamela Gantz, John Quigley, Devin Perock, Amy Kunding
NAYS:	None

12. Future agenda items.

None

13. Adjournment.

Aldersperson Quigley made a motion to adjourn. Aldersperson Kunding seconded. Meeting adjourned at 8:15 pm. Upon vote, motion carried unanimously.

RESULT:	Passed
MOVER:	John Quigley
SECONDER:	Amy Kunding
AYES:	Pamela Gantz, John Quigley, Devin Perock, Amy Kunding
NAYS:	None

Respectfully submitted,
Amy Darnick



City of De Pere, Wisconsin

I.4

**Request for Finance/Personnel Committee
Action**

MEETING DATE: June 10, 2025
DEPARTMENT: Fire
FROM: Lea Taylor, Executive Assistant
SUBJECT: Consideration and Possible Action on the approval of the Non-Renewal of Emergency Medical Services Contract (EMS) with Town of Ledgeview dated January 1, 2012 and the approval of a new proposed Emergency Medical Services Contract (EMS) with the Town of Ledgeview effective January 1, 2026.*
RECOMMENDED ACTION: Staff recommends approval of the EMS contract with Town of Ledgeview.

ATTACHMENTS:
EMS Contract with Ledgeview

Memo



To: Honorable Mayor James Boyd
Members of the Finance & Personnel Committee

From: Fire Chief Brett Jansen

Date: June 10, 2025

Re: Approval of the Emergency Medical Services Contract with Town of Ledgeview

De Pere Fire Rescue strives to deliver the most superior and professional Emergency Medical Services (EMS) to its communities. The City of De Pere has been serving as the EMS provider under the current contract since 2012. The Town of Ledgeview has been at the current contracted rate of \$18.24 per capita. We have enjoyed our partnership with Ledgeview and believe it has provided benefit to both communities.

Previous service agreements were not based on the cost to provide the service, nor were they scaled to keep pace with rising costs. According to the Wisconsin Policy Forum, Fire/EMS spending from 1986-2019 has been 12% to 15% of operating capital for Wisconsin Municipalities and towns. Our existing service agreements have fallen significantly below the costs of providing the service, creating an unfair burden on the city.

Leadership from the City of De Pere and the Town of Ledgeview have been meeting since January, 2025 to develop a methodology and rate increase for De Pere Fire Rescue to provide EMS services to the Town of Ledgeview. The methodology was based on the following objectives:

- We seek to continue to provide EMS Services for the Town of Ledgeview.
- We seek a contract that utilizes transparent data sharing and provides an equitable calculation methodology agreed upon by all parties.
- We acknowledge a shared responsibility to provide the best services at the best cost possible for all entities.

The drafted contract proposes the following:

1. The Contract established in 2025, for services starting January 1, 2026.
2. Fixed price for three-years. Variable Price for subsequent years based on actual cost review.
3. The contract includes an auto-renew after year 3 with adjustments as defined.
4. Either party may terminate the contract with a 180-day notice of non-renewal.

5. Fixed per capita pricing for the first three-years (2026-2028) as follows:
 - a. 2026: \$20.00 / Capita
 - b. 2027: \$24.00 / Capita
 - c. 2028: \$26.00 / Capita
6. Contract population to be adjusted annually based on most current Wisconsin Population Estimates.
7. 2028 pricing review and subsequent variable pricing.

The City of De Pere will receive all revenue generated from the ambulance billing and the revenue received will calculate the formula for the 2029 and subsequent years with no greater than a 5% increase or decrease. If the calculated rate equals less than 5% the Consumer Price Index, it will be applied for the next service year. If the increase or decrease is greater than 5% in either direction, then a refund or invoice of payment will be generated for the difference above 5%.

We believe that the updated pricing model will continue the high level of EMS service in the region at a rate that is equitable for all parties. De Pere Fire Rescue respectfully requests approval of the drafted contract for emergency medical services (EMS) between the City of De Pere and the Town of Ledgeview, to take effect on January 1, 2026.

Because we are working on a new contract, De Pere Fire Rescue is also recommending approval to submit a notice of non-renew of the existing EMS contract with the Town of Ledgeview that will end on December 31, 2025. A non-renew notice does not mean that contract discussions will cease and we are hopeful that contract discussion will move forward. A non-renew notice must be sent before July 1, 2025.

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

**INTERGOVERNMENTAL AGREEMENT FOR
EMERGENCY MEDICAL SERVICES and RESCUE
BETWEEN**

**THE CITY OF DE PERE
AND
THE TOWN OF LEDGEVIEW**

This Agreement is made and entered into pursuant to the authority of Wis. Stats. §66.0301, this ____ day of _____, 2025 as an intergovernmental agreement, by and between the City of De Pere, a Wisconsin municipal corporation (“De Pere”) and the Town of Ledgeview, a Wisconsin township (“Ledgeview”), collectively referred to as “the Parties”.

WHEREAS, the Parties have previously entered into agreement for the provision of emergency rescue services together with various amendments and addenda thereto; and

WHEREAS, the population growth in both De Pere and Ledgeview, together with increasing service costs have necessitated the renegotiation of such agreements; and

WHEREAS, the Parties, individually and collectively, believe it to be in the best interests of their respective citizenry to enter into this new Agreement for emergency medical services and rescue; and

NOW, THEREFORE, upon mutual promises contained herein, and upon other such considerations, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- A. Prior Agreements. The parties agree that any and all prior agreements for the provision of emergency medical services and rescue, together with any and all amendments and addenda thereto, are hereby terminated.

- B. Provision of Emergency Medical and Rescue Services. De Pere agrees to provide and make available on-call emergency medical and rescue services within the geographic area of Ledgeview, as depicted and identified as the Service Area on Exhibit A, attached hereto and made a part hereof.

1. The scope of services shall consist of emergency medical and rescue services as follows:
 - a. Emergency rescue services: Emergency medical services and transportation, including disentanglement/extrication.
 - b. Advanced life support services: Trauma and cardiac life support and transportation provided by paramedical level staff including emergency rescue service.
2. De Pere shall staff its rescue vehicle(s) with employees who are trained and licensed in accordance with the requirement of the State of Wisconsin.
3. All rescue vehicle(s) utilized by De Pere for provisions of services under this Agreement shall comply with all regulations and standards imposed by the State of Wisconsin.
4. In no event shall the services provided be for non-emergency purposes. Patient transportation shall be to a Green Bay hospital unless approved by medical control. When practicable, such transport will be to the Green Bay hospital of the transportee's choice; however, should the transportee be unable to communicate such choice or should rescue personnel, in the exercise of their professional judgment, determine that a particular hospital is suited for the transportee's medical condition, the rescue personnel decision shall prevail.
5. In no event shall this Agreement be considered a guarantee or warranty of emergency or medical services or of the ability to provide such services upon demand. Ledgeview understands and acknowledges that De Pere is a participant in the Brown County Mutual Aid Agreement ("County Agreement"). Pursuant to the County Agreement, De Pere may have occasion to request rescue services from a neighboring jurisdiction, which may result in Ledgeview being the recipient of those mutual aid services. Ledgeview agrees to accept such mutual aid services contemplated under the County Agreement, as being provided by De Pere under this Agreement.

6. De Pere shall use its same efforts toward responding to all requests for rescue calls received by De Pere personnel without regard to whether such calls are within De Pere, Ledgeview, or any other jurisdiction. This shall in no way or manner be construed as any warranty or guarantee for service.

C. Contract Service Fees

1. In consideration of services provided under this Agreement, Ledgeview shall pay to De Pere a Contract Service Fee (“Fee”) calculated on per capita fee basis utilizing operating expenditures and operating revenues for De Pere, as more fully described in the Contract Pricing Calculator Schedule attached hereto as Exhibit B.
2. The Fee for service years 2026-2028 shall be equal to the population data multiplied by the following Contract Service Rate (“Rate”).
 - a. Year 2026: \$20.00
 - b. Year 2027: \$24.00
 - c. Year 2028: \$26.00
3. For service year 2029 and onward, De Pere, shall utilize the actuals (2) years in arrears for population data, operating expenditures and revenues to determine the Rate for the following service year based upon the difference in the Rate from the previous service and the Net Operating Cost per Capita two years in arrears (Net Operating Cost per Capita equals the Gross Cost Per Capita [Population Data/Operating Expenditures = Gross Cost Per Capita] less the Non-Contract Revenue Per Capita [Population Data/Operating Revenues = Non-Contract Revenue Per Capita]).
 - a. For example, to determine the Fee for the 2029 service year, the calculated Net Operating Cost per Capita for 2027 will be compared to the Rate for service year 2028 and based on the difference, the applicable adjustment calculator will be applied to determine the Rate and the resulting Fee.

4. Contract Service Rate Adjustment Calculator Schedule (“Schedule”):

a. CPI Rate Increase

- i. If the Per Capita Difference [Net Operating Cost per Capita less the prior year’s Contract Service Rate/prior year’s Contract Service Rate] equals less than 5%, the Contract Service Rate shall adjust by the Consumer Price Index of the service year, two years in arrears. This will be the new Contract Service Rate for the next service year.

b. 5% Rate Decrease and Refund Payment

- i. If the Per Capita Difference equals a deficit of 5% or more, the Contract Service Rate shall be decreased by 5% and Ledgeview will receive a Gap Refund Payment (“Gap Refund”) based on the variance in the Per Capita Difference. (For example, if the Per Capita Difference is -7.1% [Net Operating Cost Per Capita of \$24.17 less the 2028 Contract Service Rate of \$26.00 divided by the 2028 Contract Service Rate of \$26.00] the Contract Service Rate for 2029 will be \$24.70 (2028 Contract Service Rate less 5%).
- ii. Additionally, a Refund shall be issued to Ledgeview for that upcoming service year, which will be equal to the Gap Per Capita, as defined via illustrative calculation on the attached Exhibit B, multiplied by the Ledgeview Population. (See Exhibit B)

c. 5% Rate Increase and Invoice Payment

- i. If the Per Capita Difference equals an increase of 5% or more, the Contract Service Rate shall be increased by 5% and Ledgeview will receive a Gap Payment Invoice (“Gap Payment”) based on the variance in the Per Capita Difference. (For example, if the Per Capita Difference is 7.9% [Net Operating Cost Per Capita of \$28.05 less the 2028 Contract Service Rate of \$26.00 divided by the 2028 Contract Service Rate of \$26.00] the Contract Service Rate for 2029 will be \$27.30 (2028 Contract Service Rate plus 5%)

ii. Additionally, a Gap Payment shall be issued to Ledgeview for that upcoming service year, for payment to De Pere in an amount equal to the Gap Per Capita, as defined via illustrative calculation on the attached Exhibit B, multiplied by the Ledgeview Population. (See Exhibit B.)

5. Notice of Contract Service Fee. De Pere shall conduct an annual review of its actuals for the prior service year. Pursuant to that review, it will then provide written notice to Ledgeview of the Contract Service fee for the next following service year on or before June 30th. The notice will include the Contract Service Rate, the Contract Service Fee, a quarterly payment schedule and any Gap Refund or Gap Payment due.

6. Payments. De Pere shall invoice Ledgeview equal quarterly installment payments for the Contract Service Fee on the 15th day of the first month of each quarter, commencing January 15, 2026, and quarterly thereafter until termination or expiration of the Agreement. Such invoices shall be due within (30) thirty days of receipt by Ledgeview.

If a Gap Refund or a Gap Payment is due based on the Schedule, such refund or payment shall be issued or due annually by January 31st. (For example, if the June 30, 2029 Notice of Contract Service Fee provides that a Gap Refund or Gap Payment is owed, such refund or payment will be issued or due by January 31st, 2030.)

D. Term

1. Initial Term. The term of this Agreement, commencing as of January 1, 2026, and shall continue for five (5) years unless modified or terminated by either Party as provided herein.

2. Renewal. Upon the expiration of the initial term, this Agreement shall automatically renew for successive one (1) year periods unless either Party notifies the other in writing of its intention to not renew, no less than 180 days prior to the date on which the Agreement would otherwise automatically renew.

3. Breach. A party may terminate this Agreement if the other party commits a material breach of this Agreement by giving 30 days' notice to the breaching party. A material breach shall be defined as a breach that strikes so deeply at heart of the contract that it renders the Agreement "irreparably broken" and defeats the purpose of the making the contract in the first place. If the breaching party fails to correct the breach within 30 days, the Agreement is terminated. Notwithstanding the foregoing, De Pere may terminate this Agreement if Ledgeview fails to make timely payment for amounts due hereunder and such failure continues for a period of thirty (30) days following written notice of such failure by De Pere to Ledgeview.
4. Fees/Gap Refunds/Gap Payments Upon Termination. Following the termination and/or expiration of the Agreement, the Parties will remain obligated to each other for any Gap Refund or Gap Payment that may be due pursuant to Schedule for what would have been the next upcoming service year. Any such Gap Refund or Gap Payment shall be issued or due by July 31st of the next following calendar year until all actuals for prior service years are accounted for and reconciled.

To that end, De Pere shall provide a final notice in the calendar year following the termination of the Agreement with any applicable Gap Refund or Gap Payment Invoice due which shall be issued or paid by July 31st in the year immediately following the termination or expiration of the Agreement. (For example, if the Agreement terminates on December 31, 2030, De Pere shall provide written notice to Ledgeview of any Gap Refund or Gap Payment accounting for service years 2029 and 2030, no later than June 30, 2031 and payment will accordingly be issued or paid by July 31, 2031.)

- E. Indemnification. Each Party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, officers, officials, agents, boards, committees, commissions, agencies, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions, including providing its own defense, except as provided herein. In situations including joint liability, each Party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, officers, officials, agents, boards, commissions,

committees, agencies, and representatives. It is not the intent of the Parties to waive any statutory protections or impose liability beyond that imposed by state statutes. The obligations of the Parties under this paragraph shall survive the expiration or termination of this Agreement.

F. Notices. Any and all notices which either Party may give under this Agreement shall be in writing and delivered by registered or certified mail, return receipt requests, or by personal delivery, or by first class mail postage prepaid. In this case of first class mail, delivery shall be deemed to have been accomplished two (2) days after deposit of the notice in the mail. Until written notice is delivered to the other party of a change in address, the addresses set forth below shall be presumed current:

If to City of De Pere:

City of De Pere
City Clerk
335 South Broadway
De Pere, WI 54115

If to the Town of Ledgeview:

Town of Ledgeview
Town Clerk/Administrator
3700 Dickinson Road
De Pere, WI 54115

G. General Provisions

1. This Agreement shall, effective upon its execution by the parties, supersede and terminate any prior Agreement between the Parties.
2. This Agreement shall apply to, inure to the benefit of, and be binding upon and enforceable against, the parties hereto and their respective successors and assigns.

3. This Agreement will be construed and interpreted in accordance with the laws of the State of Wisconsin, notwithstanding any conflicts of laws provisions.
4. Enforceability of this Agreement is not affected by a change in the form of Ledgeview's government.
5. If any provision of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
6. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof.
7. Neither Party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of God or the common enemy or earthquakes, floods, fires, epidemics, riots, epidemics, telecommunications delays, failure of electrical power, lightning, national emergency, war, action of court or public authority, terrorist act, military action, civil disturbance, internet outages, failures or delay in transportation or communications. The Parties will promptly inform and consult with each other as to any of the above causes which in their judgment may or could be the cause of a delay in the performance of this Agreement.
8. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.
9. This Agreement constitutes the Parties' complete agreement and may only be modified, amended, or added after the date of this Agreement by a written instrument executed by both Parties, except as otherwise provided herein.

10. The Parties have given due authority to the individuals who have signed this Agreement to execute this Agreement on behalf of Ledgeview and De Pere respectively, and, when signed, this Agreement shall constitute the binding obligation each of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date and year first written above.

CITY OF DE PERE

TOWN OF LEDGEVIEW

Kimberly Flom, City Manager

Chair

Carey Danen, City Clerk

Town Clerk

DRAFT

EXHIBIT B
Contract Service Rate Calculator Schedule

Definitions and Notes

Price as defined in contract year

Deadline to provide pricing to Ledgewiew

2028 Per Capita Contract Price: \$26.00	\$26.00
Contract Pricing Deadline:	June 30th

2027 Actuals

POPULATION	
De Pere Population	25,952
Ledgewiew Service Area	8,157
Lawrence	7,075
Total (Combined Area)	41,184

[Final Population Estimate as set by Wisconsin Department of Administration](#), (annually by October 10th)

Population provided by Town of Ledgewiew based off of service area

[Final Population Estimate as set by Wisconsin Department of Administration](#), (annually by October 10th)

OPERATING EXPENDITURES

EMS Expenditures calculated as 41% of Total Fire Department Operating Expenditures as reported by annual municipal audit. Capital costs are not included.

EMS-41%

\$2,478,367

OPERATING REVENUES

Revenues as reported by annual municipal audit

\$1,363,102

Total Ambulance Revenues
Support and improvement 256.12(4) Training
and examination aid 256.12(5)
Any other external EMS revenues

\$3,128

\$0.00

Emergency Medical Services Funding Assistance Program (FAP)

Insert Definition here

Total Revenues \$1,366,229.61

Gross Cost Per Capita \$60.18

Non-Contract Revenue Per Capita 33.17

Net Operating Cost Per Capita \$27.00

Per Capita Difference 3.9%

Contract Price Methodology < 5% Difference is less than 5% - Contract amount adjusts by CPI-U

2027 CPI-U % Change Avg-Avg

2.31%

2029 Contract Service Rate	\$26.60
2029 Contract Service Fee	\$216,981.09

**RESCUE SERVICE AGREEMENT
(LEDGEVIEW)**

This Intergovernmental Agreement is made and entered into pursuant to Wis. Stats. §66.0301, as of January 1, 2012, by and between the City of De Pere, a Wisconsin municipal corporation ("De Pere") and the Town of Ledgeview, a Wisconsin township ("Ledgeview"), collectively referred to as "the Parties".

WHEREAS, the Parties have previously entered into Agreements for Rescue Services, together with various amendments and addenda thereto; and

WHEREAS, the growth in both De Pere and Ledgeview, together with increasing service costs have necessitated the renegotiation of such agreements; and

WHEREAS, the Parties, individually and collectively, believe it to be in the best interests of their respective citizenry to enter into this new Rescue Service Agreement;

NOW, THEREFORE, in consideration of the mutual public benefits accruing to the Parties hereto, it is agreed to as follows:

A. PROVISION OF RESCUE SERVICES. De Pere agrees to provide and make available on-call rescue services within the area in Ledgeview identified as the De Pere service area on the map attached as Exhibit A, consisting of emergency rescue or advanced life support services as follows:

1. Definitions:
 - a. Emergency rescue service means basic emergency medical care and transportation. Emergency rescue service also includes disentanglement/extrication.
 - b. Advanced life support service means trauma and cardiac life support and transportation provided by paramedical level staff and includes emergency rescue service.

2. De Pere shall staff its rescue vehicle(s) with employees who are trained and licensed in accordance with the requirements of the State of Wisconsin.
3. All rescue vehicle(s) utilized by De Pere in the provision of these services shall comply with all regulations and standards imposed by the State of Wisconsin.
4. In no event shall the services provided be for non-emergency purposes. Patient transportation shall be to a Green Bay hospital unless approved by medical control. When practicable, such transport will be to the Green Bay hospital of the transportee's choice; however, should the transportee be unable to communicate such choice or should rescue personnel, in the exercise of their professional judgment, determine that a particular hospital is suited for the transportee's medical condition, the rescue personnel decision shall prevail.
5. In no event shall this Agreement be considered a guarantee or warranty of emergency or medical services or of the ability to provide such services upon demand. Ledgeview understands and acknowledges that De Pere is a participant in the Brown County Mutual Aid Agreement. Under that Agreement, De Pere may have occasion to request rescue services from a neighboring jurisdiction, which may result in Ledgeview being the recipient of those mutual aid services. Ledgeview agrees to accept such Mutual Aid services as being provided by De Pere under this Agreement.
6. De Pere shall use its same efforts toward responding to all requests for rescue calls received by De Pere personnel without regard to whether such calls are within De Pere, Ledgeview, or any other jurisdiction. This shall in no way or manner be construed as any warranty or guarantee for service.

B. FEES

1. Town Charges. In consideration of De Pere being on call to provide rescue services within the boundaries of the De Pere service area, Ledgeview shall pay to De Pere a cumulative per capita fee each year of this Agreement, determined by multiplying the per capita fee by the most current State of Wisconsin estimates for Ledgeview residents within the De Pere service area. In the first year of this Agreement the per capita charge of \$13.50 shall be multiplied by 5,562, for a 2012 cumulative per capita charge of \$75,087 ($\$13.50 \times 5,563$), to be paid in the following manner:

- a. Equal quarterly installments of Eighteen Thousand Seven Hundred Seventy Five and 75/100 (\$18,771.75) on the 15th day of the first month of each quarter, commencing January 15, 2012, and quarterly thereafter until December 15, 2012.
- b. Anniversary Adjustments. De Pere shall make the following calculations for adjustments in compensation, effective each January 1, during this Agreement.
 - i. Per Capita Adjustment - Cost of Living. The per capita charge shall be adjusted yearly by multiplying the prior year's per capita charge by the cost of living increase, if any, for the prior 12 month period, ending in December, as reported by the Consumer Price Index for All Urban Consumers (CPI-U). This shall be known as the adjusted per capita charge.
 - ii. Population Estimate Adjustment. The yearly cumulative per capita fee shall be determined by multiplying the adjusted per capita fee by the most

current State of Wisconsin population estimates available for Ledgeview residents within the De Pere service area.

iii. Quarterly Payments. The cumulative per capita fee, as determined above, shall be paid to De Pere in equal quarterly installments on the 15th day of the first month of each quarter, commencing January 15th of the year in question.

2. User Charges. In addition to the yearly cumulative per capita charge to Ledgeview, De Pere will charge to each user of services hereunder such fees consistent with its established Rescue Fee policy. Residents of Ledgeview will be charged fees at the De Pere Resident Rate. A copy of such current fees is attached hereto and incorporated by referring to Exhibit B.

C. TERM

1. Initial Term. The term of this Agreement, commencing as of January 1, 2012, shall be for five (5) years unless modified or terminated by either party as provided herein.

2. Renewal. Upon the expiration of the initial term, this Agreement shall automatically renew for successive one (1) year periods unless either party notifies the other in writing, at least 180 days prior to the date on which the Agreement would otherwise automatically renew, of its intention to not renew.

3. Breach. Either party may terminate this Agreement upon 180 days written notice to the other party for any breach of a material provision herein. The breaching party shall be entitled to cure said breach within such 180-day period. Notwithstanding the

foregoing, De Pere may terminate this Agreement if Ledgeview fails to make timely payment for amounts due hereunder and such failure continues for a period of thirty (30) days following written notice of such failure by De Pere to Ledgeview.

D. GENERAL PROVISIONS

1. This Agreement shall, effective upon its execution by the parties, supercede and terminate any prior Agreement between the parties.
2. This Agreement is subject to approval of all the respective governing bodies of the parties hereto.
3. This Agreement shall apply to, inure to the benefit of, and be binding upon and enforceable against, the parties hereto and their respective successors and assigns.
4. Enforceability of this Agreement is not affected by a change in the form of Ledgeview's government.
5. This Agreement embodies the entire agreement of the parties. No change, alteration, or amendment to its terms shall be effective unless made in writing and signed by all parties hereto.
6. No party hereby shall be considered in default of this Agreement in the event their performance of the obligations herein are delayed or prevented due to unforeseeable causes beyond their control including, but not limited to, Acts of God, forces majeure, acts of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, embargoes, breaches of contracts by contractors, and unusually severe weather or such delays. The time or times for performance of any obligation delayed shall be extended for the period of such event.

7. All notices required or made under the terms of this Agreement shall be effective only if served, by certified or registered mail, upon the following:

If to De Pere:

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


If to Ledgeview:

Town of Ledgeview
Town Clerk/Administrator
3700 Dickinson Road
De Pere, WI 54115

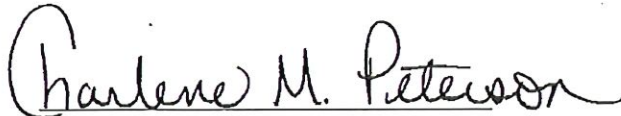
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first written above.

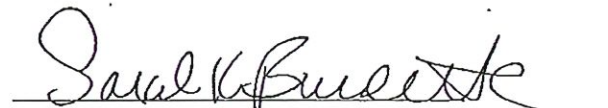
CITY OF DE PERE

TOWN OF LEDGEVIEW


Michael J. Walsh, Mayor

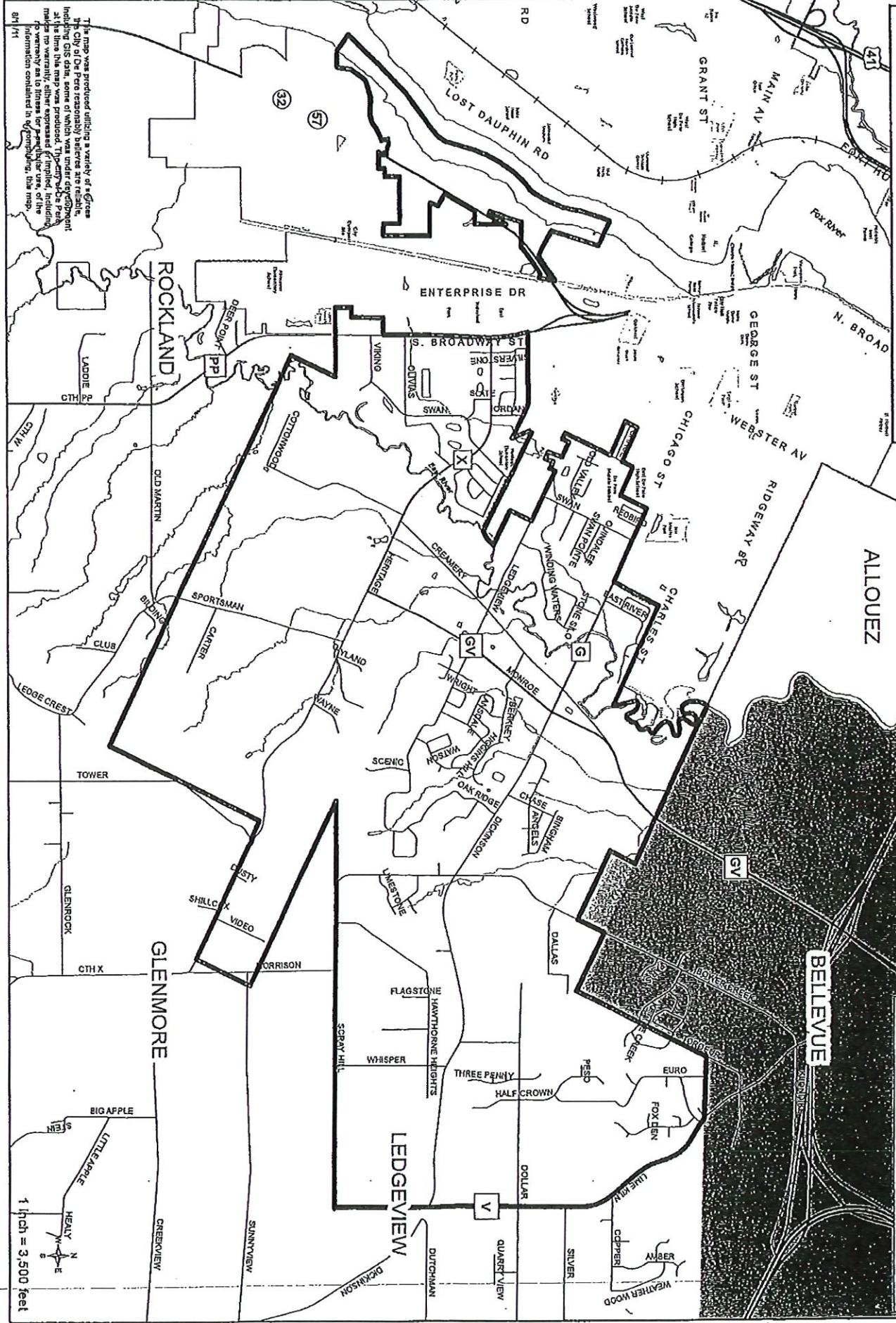

Marc Hess, Chair


Charlene Peterson, Clerk-Treasurer


Sarah Burdette, Clerk/Administrator

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De Pere Ambulance Service Area - Town of Ledgeview



Legend

 De Pere Ambulance Service Area

This map was produced utilizing a variety of sources. The City of De Pere reasonably believes are reliable, including GIS data, some of which was under development at the time this map was produced. The City of De Pere makes no warranty, either expressed or implied, regarding the accuracy, completeness, or timeliness of the information contained in this map.

Exhibit A



City of De Pere, Wisconsin

I.5

**Request for Finance/Personnel Committee
Action**

MEETING DATE: June 10, 2025
DEPARTMENT: Fire
FROM: Lea Taylor, Executive Assistant
SUBJECT: Consideration and Possible Action on the approval of the Non-Renewal of Emergency Medical Services (EMS) Contract with Town of Lawrence.*
RECOMMENDED ACTION: Staff recommends approval of the EMS contract with Town of Lawrence.

ATTACHMENTS:
EMS Contract with Lawrence

Memo



To: Honorable Mayor James Boyd
Members of the Finance & Personnel Committee

From: Fire Chief Brett Jansen

Date: June 10, 2025

Re: Approval of the Non-Renewal of Emergency Medical Services Contract with Town of Lawrence

De Pere Fire Rescue strives to deliver the most superior and professional Emergency Medical Services (EMS) to its communities. The City of De Pere has been serving as the EMS provider under the current contract since 2012. The Town of Lawrence has been at the current contracted rate of \$14.29 per capita. We have enjoyed our partnership with Lawrence and believe it has provided benefit to both communities.

De Pere Fire Rescue is recommending non-renewing the existing EMS contract with the Town of Lawrence that will end on December 31, 2025.

Previous service agreements were not based on the cost to provide the service, nor were they scaled to keep pace with rising costs. According to the Wisconsin Policy Forum, Fire/EMS spending from 1986-2019 has been 12% to 15% of operating capital for Wisconsin Municipalities and towns. Our existing service agreements have fallen significantly below the costs of providing the service, creating an unfair burden on the city.

Leadership from the City of De Pere and the Town of Lawrence have met on this issue but have not yet provided a formal service proposal. We are hopeful of moving in that direction and will use the Town of Ledgeview terms as a foundation for the conversation. The Town of Lawrence has been made aware of the proposed increase of the per capita rate applied to other City of De Pere contracts, but no discussions on contract renewal have taken place. The current contract states notice of nonrenewal will be issued on or before July 1, 2025.

Due to these circumstances, De Pere Fire Rescue is respectfully requesting the non-renewal of the EMS contract with the Town of Lawrence. A notice of non-renewal does not mean that contract discussions will cease. Rather, it provides up to six-months for the Town to evaluate proposals and select a service provider. A non-renew notice must be sent before July 1, 2025.

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

RESCUE SERVICE AGREEMENT
(LAWRENCE)

This Intergovernmental Agreement is made and entered into pursuant to Wis. Stats. §66.0301, as of January 1, 2012, by and between the City of De Pere, a Wisconsin municipal corporation (“De Pere”) and the Town of Lawrence, a Wisconsin township (“Lawrence”), collectively referred to as “the Parties”.

WHEREAS, the Parties have previously entered into Agreements for Rescue Services, together with various amendments and addenda thereto; and

WHEREAS, the growth in both De Pere and Lawrence, together with increasing service costs have necessitated the renegotiation of such agreements; and

WHEREAS, the Parties, individually and collectively, believe it to be in the best interests of their respective citizenry to enter into this new Rescue Service Agreement;

NOW, THEREFORE, in consideration of the mutual public benefits accruing to the Parties hereto, it is agreed to as follows:

A. PROVISION OF RESCUE SERVICES. De Pere agrees to provide and make available on-call rescue services within the boundaries of Lawrence, consisting of emergency rescue or advanced life support services as follows:

1. Definitions:

- a. Emergency rescue service means basic emergency medical care and transportation. Emergency rescue service also includes disentanglement/extrication.
- b. Advanced life support service means trauma and cardiac life support and transportation provided by paramedical level staff and includes emergency rescue service.

RESOLUTION #11-101

AUTHORIZING RESCUE SERVICE AGREEMENT
WITH TOWN OF LAWRENCE

WHEREAS, the City of De Pere and the Town of Lawrence have previously entered into agreements for rescue services; and

WHEREAS, growth in both De Pere and Lawrence, together with increasing service costs, have necessitated the renegotiation of such agreements; and

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

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the attached Rescue Service Agreement (Lawrence), attached hereto and incorporated by reference as Exhibit 1.

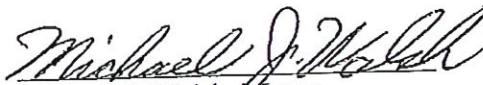
BE IT FURTHER RESOLVED:

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

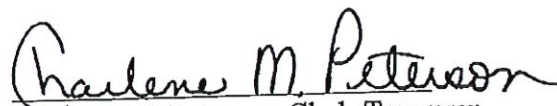
Adopted by the Common Council of the City of De Pere, Wisconsin, this 1st day of

November, 2011.

APPROVED:


Michael J. Walsh, Mayor

ATTEST:


Charlene M. Peterson, Clerk-Treasurer

Ayes: 8

Nays: 0

2. De Pere shall staff its rescue squad(s) with employees who are trained and licensed in accordance with the requirements of the State of Wisconsin.
3. All rescue vehicles utilized by De Pere in the provision of these services shall comply with all regulations and standards imposed by the State of Wisconsin.
4. In no event shall the services provided be for non-emergency purposes. Patient transportation shall be to a Green Bay hospital unless approved by medical control. When practicable, such transport will be to the Green Bay hospital of the transportee's choice; however, should the transportee be unable to communicate such choice or should rescue personnel, in the exercise of their professional judgment, determine that a particular hospital is suited for the transportee's medical condition, the rescue personnel decision shall prevail.
5. In no event shall this Agreement be considered a guarantee or warranty of emergency or medical services or of the ability to provide such services upon demand. Lawrence understands and acknowledges that De Pere is a participant in the Brown County Mutual Aid Agreement. Under that Agreement, De Pere may have occasion to request rescue services from a neighboring jurisdiction, which may result in Lawrence being the recipient of those mutual aid services. Lawrence agrees to accept such Mutual Aid services as being provided by De Pere under this Agreement.
6. De Pere shall use its same efforts toward responding to all requests for rescue calls received by De Pere personnel without regard to whether such calls are within De Pere, Lawrence, or any other jurisdiction. This shall in no way or manner be construed as any warranty or guarantee for service.

7. De Pere shall recognize the Lawrence First Responders program. De Pere Fire and Rescue will assist in the training of responders through a ride-along program and other in-service as the De Pere Fire Chief determines the need.

B. FEES

1. Town Charges. In consideration of De Pere being on call to provide rescue services within the boundaries of Lawrence, Lawrence shall pay to De Pere a cumulative per capita fee each year of this Agreement. In the first year of this Agreement said fee shall be based on a per capita charge of \$11.00 for each Lawrence resident multiplied by the 2010 State of Wisconsin Lawrence population estimate of 3,316. For 2012, the cumulative per capita charge is \$36,476.00 ($\$11.00 \times 3,316$) which shall be paid in the following manner:

a. Equal quarterly installments of Nine Thousand One Hundred Nineteen and 00/100 (\$9,119.00) on the 15th day of the first month of each quarter, commencing January 15, 2012, and quarterly thereafter until December 15, 2012.

b. Lawrence and De Pere acknowledge and agree that the cumulative per capita fee charged to Lawrence does not and is not intended to, cover actual services rendered, but is designed solely to compensate De Pere for a portion of its overhead and administrative services attributable to being on a standby, on-call basis.

c. Anniversary Adjustments. De Pere shall make the following calculations for adjustments in compensation, effective each January 1, during this Agreement.

i. Per Capita Adjustment - Cost of Living. The per capita charge shall be adjusted yearly by multiplying the prior year's per capita charge

by the cost of living increase, if any, for the prior 12 month period, ending in December, as reported by the Consumer Price Index for All Urban Consumers (CPI-U). This shall be known as the adjusted per capita charge.

ii. Population Estimate Adjustment. The yearly cumulative per capita fee shall be determined by multiplying the adjusted per capita fee by the most current State of Wisconsin population estimates available for Lawrence.

iii. Quarterly Payments. The cumulative per capita fee, as determined above, shall be paid to De Pere in equal quarterly installments on the 15th day of the first month of each quarter, commencing January 15th of the year in question.

2. User Charges. In addition to the yearly cumulative per capita charge to Lawrence, De Pere will charge to each user of services hereunder such fees consistent with its established Rescue Fee policy. Residents of Lawrence will be charged fees at the De Pere Resident Rate. A copy of such current fees is attached hereto and incorporated by referring to Exhibit A.

C. TERM

1. Initial Term. The term of this Agreement, commencing as of January 1, 2012, shall be for five (5) years unless modified or terminated by either party as provided herein.

2. Renewal. Upon the expiration of the initial term, this Agreement shall automatically renew for successive one (1) year periods unless either party notifies the other in writing, at least 180 days prior to the date on which the Agreement would

otherwise automatically renew, of its intention to not renew.

3. Breach. Either party may terminate this Agreement upon 180 days written notice to the other party for any breach of a material provision herein. The breaching party shall be entitled to cure said breach within such 180-day period. Notwithstanding the foregoing, De Pere may terminate this Agreement if Lawrence fails to make timely payment for amounts due hereunder and such failure continues for a period of thirty (30) days following written notice of such failure by De Pere to Lawrence.

D. GENERAL PROVISIONS

1. This Agreement shall, effective upon its execution by the parties, supercede and terminate any prior Agreement between the parties.
2. This Agreement is subject to approval of all the respective governing bodies of the parties hereto.
3. This Agreement shall apply to, inure to the benefit of, and be binding upon and enforceable against, the parties hereto and their respective successors and assigns.
4. Enforceability of this Agreement is not affected by a change in the form of Lawrence's government.
5. This Agreement embodies the entire agreement of the parties. No change, alteration, or amendment to its terms shall be effective unless made in writing and signed by all parties hereto.
6. No party hereby shall be considered in default of this Agreement in the event their performance of the obligations herein are delayed or prevented due to unforeseeable causes beyond their control including, but not limited to, Acts of God, forces majeure, acts of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes,

embargoes, breaches of contracts by contractors, and unusually severe weather or such delays. The time or times for performance of any obligation delayed shall be extended for the period of such event.

7. All notices required or made under the terms of this Agreement shall be effective only if served, by certified or registered mail, upon the following:

If to De Pere:

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

If to Lawrence:

Town of Lawrence
Attn: Town Clerk-Treasurer
2595 French Road
De Pere, WI 54115

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first written above.

CITY OF DE PERE

TOWN OF LAWRENCE

Michael J. Walsh, Mayor

John Klasen, Chair

Charlene M. Peterson, Clerk-Treasurer

Carrie Murphy-Auguston, Clerk -Treasurer

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2012 Rate Charges

Basic Life Support	Resident	\$575.00
Advanced Life Support 1	Resident	\$625.00
Advanced Life Support 2	Resident	\$655.00
Basic Life Support On Scene (No Transport)		\$ 95.00
Advanced Life Support on Scene (No Transport)		\$275.00
Loaded Mileage		\$ 15.00
Ambulance Standby		\$125.00/hr
EMS Standby (Non-ambulance) --- new charge		\$ 35.00/hr
Procedure Charges		
IV Start Kits --- new charge		\$ 65.00
CPAP --- new charge		\$ 60.00
Intubation --- new charge		\$ 50.00
Disposable Bag/Mask --- new charge		\$ 30.00
Oxygen		\$ 40.00
Spinal Immobilization		\$100.00
EKG Monitoring		\$ 55.00
12-Lead Monitoring --- new charge		\$ 85.00
Pacing Pads --- new charge		\$ 75.00
Pulse Oximetry		\$ 30.00
Intraosseous		\$150.00
Extrication		\$500.00



City of De Pere, Wisconsin

I.6

**Request for Finance/Personnel Committee
Action**

MEETING DATE: June 10, 2025
DEPARTMENT: City Attorney
FROM: Eric Erdman, Assistant City Attorney
SUBJECT: Consideration and Possible Action on Johnson Controls Planned Service Agreement for Fire Alarm and Sprinkler Inspection (Fire Station #2).*
RECOMMENDED ACTION: Staff recommends approval of this item.

Staff recommends approval of this agreement with the proposed revisions as indicated on the redlined agreement version in the agenda packet.

ATTACHMENTS:

City of De Pere - DePereFireStation2FireAlarmandsprinklerinspectionproposal-CPQ-914442 - redlines (5-25), City of De Pere - DePereFireStation2FireAlarmandsprinklerinspectionproposal-CPQ-914442 - final version 051925

DePere Fire Station 2 Fire Alarm and sprinkler inspection proposal - CPQ-914442

Planned Service Agreement



Johnson Controls Fire Protn LP
1941 Holmgren Way
Green Bay WI54304
USA

Proposal Presented On:
04-17-2025



SERVICE SOLUTION

Customer #: 2200413
City of De Pere
Date: 17-Apr-25
Proposal #: CPQ-914442
Term: 1-Apr-25 to 31-Mar-28

Billing Customer:
 De Pere Fire Station 2
 1180 Grant St

 DE PERE, WI 54115-1365

Service Location:
 De Pere Fire Station #2
 1180 Grant St,
 De Pere, WI 54115-1365

Johnson Controls Fire Protection LP
Sales Representative:
 Michael Price
 1941 Holmgren Way
 Green Bay WI 54304
 michael.price@jci.com

INVESTMENT SUMMARY

(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
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City of De Pere

\$1,106.61

SYSTEM-FA-SIMPLEX 4007ES

SIMPLEX 4007ES FIRE ALARM PANEL Est. First Inspection: May

Main Fire Alarm Panel	1	Annual
Smoke Sensor Addressable	19	Annual
Heat Detector Restorable	3	Annual
Pull Station	4	Annual

FA Enhanced Labor Only Plan

SYSTEM-SP-WET SPRINKLER

WET SPRINKLER SYSTEM Est. First Inspection: May

Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	1	Annual
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SPRINKLER ESSENTIAL SERVICE OFFER

SYSTEM-SP-BACKFLOW

BACKFLOW SYSTEM Est. First Inspection: May



SERVICE SOLUTION

Backflow Preventer-Domestic

1

Annual

SPRINKLER ESSENTIAL SERVICE OFFER

Johnson Controls has **not** included an estimate for all state and local sales tax for this quote based on the understanding that a valid exemption and/or resale certificate is received by Johnson Controls from Purchaser. Otherwise, actual sales tax due will be calculated and billed. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.



SERVICE SOLUTION

SUMMARY OF SERVICES

The summary of services is intended to cover the following locations:

Location	Address	City	State	Zip	Fire Alarm	Sprinkler
De Pere Fire Station #2	1180 Grant St,	De Pere	WI	54115-1365	\$645.21	\$461.40

SPRINKLER ESSENTIAL SERVICE OFFER

SYSTEM-SP-WET SPRINKLER

SYSTEM-SP-BACKFLOW

TEST AND INSPECTION:

Inspections and diagnostic tests for the accessible fire sprinkler devices listed and currently connected to fire sprinkler system. Tests will be scheduled in advance.

DOCUMENTATION:

Accessible components and devices logged for: Test results Any discrepancies found noted Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

FA Enhanced Labor Only Plan

SYSTEM-FA-SIMPLEX 4007ES

TEST & INSPECTION - PLUS SYSTEM LABOR FIRE ALARM LABOR COVERAGE FOR LISTED FIRE ALARM SYSTEMS:

The Enhanced Labor Only Plan covers inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. Includes general service labor Monday through Friday 8am-5pm. Replacement of the fire alarm panel, faulty wiring, ground faults, software updates and peripheral devices are not covered. Excludes normal wear, force majeure, moves/adds/changes, abuse, misuse, accident, improper operation or maintenance or any other event, act or omission outside of the control of Johnson Controls. Unless otherwise specified herein, batteries installed within wireless initiating and notification peripheral devices are not covered under this agreement. Replacement of such batteries will be at an additional cost.

DOCUMENTATION: Accessible components and devices logged for:

- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- Any discrepancies found will be noted Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. Internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

Backflow Preventer-Domestic

SYSTEM-SP-BACKFLOW

SERVICE SOLUTION

In addition to the forward flow test required, For employees that are certified in backflow preventers, a back flow test meeting the requirements of the local water purveyor is to be performed annually

Smoke Detector Cleaning Up To

SYSTEM-FA-SIMPLEX 4007ES

DETECTOR CLEANING SMOKE DETECTORS:

Accessible smoke detection devices will be cleaned using manufacturer's recommended procedures. Devices may be dismantled to expose the smoke chamber (where applicable.) NOTE: Certain types of analog smoke sensors will be cleaned as needed per panel readings. Inspector will determine the actual devices to be cleaned based on visual inspection or panel readings.

Smoke Detector Sensitivity Testing

SYSTEM-FA-SIMPLEX 4007ES

SENSITIVITY TESTING FOR CONVENTIONAL SMOKE DETECTORS:

Smoke detector sensitivity testing will be performed on smoke detectors. Testing will be performed using UL/ULC approved sensitivity testing equipment. Devices performing outside the listed sensitivity range will be re-cleaned and re-tested, and, if necessary, noted and recommended for replacement. NOTE: Certain types of analog smoke sensors automatically satisfy this testing requirement through sensitivity reports printed from the fire alarm panel. Ex cludes duct smoke detectors.

Customer Portal (Basic)

SYSTEM-FA-SIMPLEX 4007ES

SYSTEM-SP-WET SPRINKLER

SYSTEM-SP-BACKFLOW

Basic Customer Portal functionality will be provided.

Remote Service Support

SYSTEM-FA-SIMPLEX 4007ES

Remote Service Support package includes telephone support Monday through Friday, 8:00 am ET to 8:00 pm ET. Our technical support specialists have extensive experience to help troubleshoot problems with Fire Alarm Systems, Connected Sprinkler Systems and S ecurity Systems including CCTV and access control. Common scenarios include timer test issues, clear/reset trouble conditions or add/delete user codes. Our technicians' focus on resolution will help ensure your service levels are successfully met while at the same time reducing the required on-site technical assistance. To reach one of our support specialists, please dial 800-746-7539.

The RSS team cannot help with the disqualifying conditions such as reconnecting or adding devices, damaged wiring, damaged equipment, or remounting devices.



SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **City of De Pere** and is effective **1-Apr-25** (the "Effective Date") to **31-Mar-28** (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date. Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

RENEWAL DETAILS: This contract will require action in order to renew it. In this case, this contract will require a new service agreement to renew.

PAYMENT FREQUENCY: Annual In Advance

Signature : _____
Date : _____

PAYMENT TERMS: Net 30

For applicable taxes, please see Section 3 of the Terms & Conditions

PAYMENT AMOUNT: \$1,106.61 - **Proposal #:** CPQ-914442

PAYMENT SUMMARY:

Year	Term	PSA Charges
1	04/01/2025 - 03/31/2026	\$1,106.61
2	04/01/2026 - 03/31/2027	\$1,106.61
3	04/01/2027 - 03/31/2028	\$1,106.61

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.



SERVICE SOLUTION

Multi Year Contract Rider AGREEMENT

Acknowledgement of Multi-Year Term. Customer agrees that issuance of a Purchase Order does not amend any provision of the service agreement, including without limitation the duration/term of the service agreement. Customer agrees to issue Purchase Orders sufficient to satisfy its obligations under the multi-year service agreement. Should Customer fail to issue additional Purchase Orders, Company will still be permitted to invoice Customer for services performed, assuming such services performed are not covered under the summary of services included under this Agreement and Customer shall not dispute the validity of such invoices.

Customer Initials:

Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via Email (), payment is Net 30, and invoices are to be paid via Electronic Funds Transfer. Johnson Controls Electronic Funds Transfer transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: NO: This signed contract satisfies requirement

YES: Please reference this PO Number: _____

City of De Pere	Johnson Controls Fire Protection LP
Signature: _____	Authorized _____
Print Name: _____	Signature: _____
Title: _____	Print Name: _____
Phone #: _____	Title: _____
Fax #: _____	Phone #: _____
Email: _____	Fax #: _____
Date: _____	License #: _____ (if applicable)
	Date: _____

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TERMS AND CONDITIONS

1. Term. The Initial Term of this Agreement shall commence on the date of this Agreement and continue as set forth herein. After the Initial Term, this Agreement shall automatically extend for successive terms equal to the same length as the Initial Term unless Customer or Company gives written notice to the other that it does not want to renew at least sixty (60) days prior to the end of the then-current term (each a “Renewal Term”). The Initial Term and any Renewal Term may be referred to herein as the “Term.”

2. Payment and Invoicing. Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance. Fees and other amounts due hereunder are due thirty (30) days from the date of invoice, which shall be paid by Customer via electronic delivery via EFT/ACH. Such payment is a condition precedent to Company’s obligation to perform Services under the Agreement. Any invoice disputes must be identified in writing by Customer within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer’s failure to make payment in full when due ~~is-could be considered~~ a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, ~~with~~out notice: (i) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company’s obligations under or terminate this Agreement; ~~and~~ (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full; ~~and (iii) pay all of JCI’s costs of collection, including (1) actual out of pocket expenses and (2) charge Customer a collection fee of twenty five percent (25%) of the past due amount if collected through a collection agency or attorney and thirty five percent (35%) if litigation is commenced to collect such past due amount.~~ Company’s election to continue providing future services does not, in any way diminish Company’s right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims,

expenses, or liabilities arising from or relating to suspension of Services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs Services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Company’s efforts to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. ~~Customer agrees to pay all of Company’s reasonable collection costs (including legal fees and expenses).~~ In the event of Customer’s default, the balance of any outstanding amounts will be immediately due and payable. Customer shall provide financial information requested by Company to verify Customer’s ability to pay for goods or services. If Customer fails to provide financial information or if Company, in its sole discretion determines that reasonable grounds exist to question Customer’s ability or willingness to make payments when due (e.g., not making payments when due, late payments, or a reduction in Customer’s credit score), Company may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies Company may have against Customer. Company shall provide Customer with advance written notice of changes to payment terms. Customer agrees to issue and send a purchase order to Company at least thirty (30) days prior to expiration of the Initial Term or any Renewal Term if necessary for payments to be processed, but failure to do so is not a pre-condition to Renewal Term payments being due to Company. No purchase order is required for any emergency work requested by Customer. Customer shall have no right to reject such invoices due to the lack of a purchase order.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to Customer to reflect increases in material and labor costs. Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, “Taxes”). All Taxes are the responsibility of Customer, unless Customer presents an exemption certificate acceptable to Company and the applicable taxing authorities. If Company is required to pay any such Taxes or other charges, Customer shall reimburse Company on demand. If any such exemption certificate

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is invalid, then Customer will immediately pay Company the amount of the Taxes, plus penalties and interest. Prices may be adjusted by Company upon written notice to Customer prior to shipment to take into account increases in the cost of raw materials, component parts, third party products or labor rates or taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. "Trade Restrictions" means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s).

This Agreement is entered into with the understanding that the services to be provided by Company are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by Company, Company reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. If this Agreement is renewed, Company will provide Customer with notice of any adjustments in the contract price applicable to any Renewal Term no later than forty-five (45) days prior to the commencement of that Renewal Term. Unless Customer terminates the Agreement at least sixty-thirty (360) days prior to the start of such Renewal Term, the adjusted price shall be the price for the Renewal Term. If this Agreement extends beyond one year, Company may increase prices upon notice to Customer.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g., Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's**

property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an aggregate amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 17 of this Agreement. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE, FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or

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other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 17 of this Agreement.

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour

window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work). Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING

9. Customer Responsibilities. Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- provide a safe work environment;
- in the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury,

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death, and/or property damage and continue such measures until the Covered System(s) are operational; and

- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this Agreement.

JCI may terminate the Services immediately upon notice to the Customer if JCI, in its sole discretion determines that the Customer's premises are unsafe to be accessed by JCI's employees or subcontractors. JCI may terminate the Services upon prior written notice to the Customer in accordance with section 27 of this Agreement, if Customer does not follow JCI's recommendations for updates and upgrades to the equipment and systems.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

10. Repair Services. Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such Services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to Customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

11. System Equipment. The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by

Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

12. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

13. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, upon notice to Customer and at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

14. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

15. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

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- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapour, dust or fume or the creation of an oxygen-deficient atmosphere may occur,
- “permit confined space,” as defined by OSHA for work Company performs in the United States;
- risk of infectious disease;
- need for air monitoring, respiratory protection, or other medical risk; or
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as “Hazardous Conditions.” Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of Company’s work, the discovery of such materials shall constitute an event beyond Company’s control, and Company shall have no obligation to further perform in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of testing involving a discharge or release, capture, containment, transport, removal, or disposal (collectively, the “Discharge Services”) of any hazardous waste materials, hazardous materials, firefighting materials including without limitation any firefighting foam encountered in and/or discharged from any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Customer shall be responsible for any Discharge Services associated with such materials, including all discharged firefighting foam in accordance with all applicable law. Company shall not be responsible for the testing, removal or disposal of such hazardous materials. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the use of or any Discharge Services associated with any hazardous waste, hazardous materials, or firefighting materials including without limitation firefighting foam encountered or discharged during performance of the Services.

16. Other Services.

A. Remote Service. If Customer selects Remote Service, Company shall provide support for the Customer’s system by way of education, remote assistance and triage that does not require programming changes to the Customer’s panel. In addition, Remote Service does not include service to address physical damage to the system or a device; troubleshoot wiring issues; programming changes and/or relocating, remounting, reconnecting, or adding a device to the system. Customer understands and agrees that, while Remote Service provides for communication regarding Customer’s fire alarm system to Company via the Internet, Remote Service does not constitute monitoring of the system, and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate Service under this Agreement. **CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 17.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.**

B. Connected Fire Sprinkler Services; Connected Fire Alarm Services. Connected Fire Sprinkler Services and Connected Fire Alarm Services each means a data-analytics and software platform that uses a cellular or network connection to gather equipment performance data about a Customer’s Covered Equipment for Customer’s sprinkler system or fire alarm system, as applicable, to assist Company in advising Customer on such equipment’s health, performance or potential malfunction. Connected Fire Sprinkler Services and Connected Fire Alarm Services are collectively, the Connected Equipment Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services on any Covered Equipment, Customer agrees to allow Company to install diagnostic sensors and communication hardware (“Gateway Device”) or Customer will supply a network connection suitable to enable communication with Customer’s Covered Equipment in order for Company to deliver the connected services. For more information on whether your equipment includes Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal or purchase documentation or talk to your Company sales representative. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart

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device using the service's mobile or web app. The Gateway Device will be used to access, store, and trend data for the purposes of providing Connected Fire Sprinkler Services. Company will not use Connected Fire Sprinkler Services or the Connected Fire Alarm Services to remotely operate or make changes to Customer's Equipment. If the connection is disconnected by Customer, and a technician needs to be dispatched to the Customer site, then the Customer will pay Company at Company's then-current standard applicable contract regular time and/or overtime rate for such services. **Company makes no warranty or guarantee relating to the Connected Fire Sprinkler Services or Connected Fire Alarm Services. Customer acknowledges that, while Connected Fire Alarm Services or Connected Sprinkler Services generally improve equipment performance and services, these services do not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that Company shall not be responsible for any injury, loss, or damage caused by any act or omission of Company related to or arising from the proactive health notifications of the equipment under Connected Equipment Services. Customer understands that if it wishes to receive monitoring of its fire alarm system or sprinkler system and notification of the fire department or other authorities in the event of an alarm, it must select monitoring services as a separate Service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES SECTION 19 (SOFTWARE AND DIGITAL SERVICES) APPLY TO CONNECTED FIRE ALARM SERVICES AND CONNECTED SPRINKLER SERVICES. In the event of a conflict between these terms and the Software Terms, the Software Terms will control.**

C. Dashboards and Mobility Applications for Connected Fire Sprinkler Services and Connected Fire Alarm Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, Customer may utilize Company's Dashboard(s) and Mobility Application(s), as applicable, during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement. Terms for the Dashboard are located at www.johnsoncontrols.com/techterms

17. Monitoring Services. ~~Intentionally Omitted as no Monitoring Services will be provided under this Agreement CPQ – 914442.~~ ~~Customer has selected Monitoring Services, the following shall apply to such Services:~~

~~A. Alarm Monitoring Service.~~ ~~Customer agrees and acknowledges that Company's sole and only obligation under this~~

~~Agreement shall be to provide alarm monitoring, notification,~~

~~and/or Runner Services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts"), and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY~~

~~RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbon monoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. **SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT**~~

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~~LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.~~
~~B. Limitation of Liability; Limitations of Remedy.~~ Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. ~~It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or Services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or Service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or Service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or Service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for Monitoring Services allocable to the site where the incident occurred or two thousand five hundred (\$2,500) dollars, as agreed upon damages and not as a penalty, as Customer's sole remedy. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. In no event shall Company~~

~~and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind, including but not limited to damages; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, and each of their employees, agents, officers and directors.~~

~~C. Indemnity, Insurance.~~ Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third-party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

~~D. No modification.~~ Modification to Sections 17 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 17 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

~~E. Customer's Duties.~~ In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 17:

~~i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises~~

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and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

~~ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.~~

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company

iv. Customer shall promptly reset the System after any activation.

~~v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.~~

~~vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.~~

vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission

service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

F. Communication Facilities

i. **Authorization.** Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement (referred to as "Communication Company"). Should any third-party service, equipment or facility be required to perform the Monitoring Services set forth in this Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring Services upon notice to Customer.

ii. **Digital Communicator.** Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

~~iii. **Derived Local Channel.** The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 17.~~

~~iv. **CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR**~~

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~~OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. (“NON-TRADITIONAL TELEPHONE SERVICE”)) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER’S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER’S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY’S MONITORING CENTER AND THAT CHANGES IN CUSTOMER’S TELEPHONE SERVICE’S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER’S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY’S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER’S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER’S NON-TRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER’S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER’S OBLIGATION TO COMPLY WITH SUCH~~

~~STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.~~

~~**G. Verification; Runner Service.** Some jurisdictions may require alarm verification by telephone or on-site verification (“Runner Service”) before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.~~

~~**H.A. Personal Emergency Response Service.** If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company’s control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response~~

~~**18. Limited Warranty.** COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. No warranty is provided for third-party products and equipment installed or furnished by~~

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Company. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and Company will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by Company, such as suggestions as to design use and suitability of the equipment or products for the Customer's application, is provided in good faith, but Customer acknowledges and agrees that Company is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of equipment or products. Customer assumes exclusive responsibility for determining if the equipment and products supplied by Company are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the equipment or products.

19. Software and Digital Services.

Digital Enabled Services; Data. If Company provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to Company's cloud-hosted software applications. Customer consents to and grants Company the right to collect, transfer, ingest and use such data to enable Company and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and Company products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all

loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply Company secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ Company software and related equipment installed at Customer facilities and Company cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the Company General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the Company Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/general govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited

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license or use right), (each a “Software Subscription”): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the “Subscription Start Date”) and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a “Renewal Subscription Term”), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Company's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

20. Taxes, Fees, Fines, Licenses, and Permits. Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and Services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

21. Outside Charges. Customer understands and accepts that Company specifically disclaims any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any

charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

22. Insurance. ~~Intentionally Omitted~~Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

23. Waiver of Subrogation. ~~Intentionally Omitted~~Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

24. Force Majeure. Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A “Force Majeure Event” is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed

SERVICE SOLUTION

as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by Company in connection with the Force Majeure Event.

25. Exclusions. This Agreement expressly excludes, without limitation, provision of fire watches; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises; vandalism; power failure; current fluctuation; failure due to non-Company installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")); cartridges greater than 16 grams; gas valve installation; or any other cause external to the Covered System(s) and Company shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the Service Solution, the Agreement price does not include travel expenses.

26. Delays. Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

27. Termination. If either party fails to perform any of its material obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination. For

termination prior to the end of the Term, Customer agrees to pay Company, in addition to any outstanding fees and charges for Service(s) rendered prior to termination, 50% of the charges for Services remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Customer shall provide Company with reasonable access to the premises to remove any Company property and to un-program any controls, intrusion, fire, or life safety system, as applicable. ~~Customer shall be liable for all fees, costs, and expenses that Company may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.~~

Upon notice to the customer, Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. If Company's performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, equipment, or products (including component parts and/or materials) or because the Company or its supplier(s) has discontinued the manufacture or the sale of the equipment and/or products or is no longer in the business of providing the Services, Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer. Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if Company's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes. If Company receives an excessive number of false alarms, Company may terminate this Agreement and discontinue any Services, and seek to recover damages. If the equipment or system continuously sends signals that Company reasonably determines to be false or excessive, the Customer will be responsible for additional costs and fees incurred by Company in receiving and/or responding to these signals and/or Company may at its sole discretion terminate monitoring services under this Agreement upon notice to the Customer. Company may terminate this Agreement and discontinue any Service(s), if Company's central monitoring center ("CMC") or remote operations center or either of these centers is substantially damaged by fire or catastrophe or if Company is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Company's CMC and/or the Municipal Fire or Police Department or other first responder. Company may terminate the Services immediately upon prior written notice to the Customer if Company, in its sole discretion, determines the premises in which the Equipment or system is installed is unsafe,

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unsuitable, or so modified or altered as to render continuation of Service(s) impractical or impossible. Company may terminate the Services upon notice to the Customer in accordance with this section 27 of this Agreement, if Customer fails to follow Company's recommendations for the repair or replacement of parts of the system or Equipment not covered under the warranty or Service.

28. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

29. Default. An Event of Default shall include, but is not limited to: (a) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, (b) failure of Customer to pay any amount when due and payable, (c) abuse of the System or the Equipment, (d) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, (i) discontinue furnishing Services, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable, (iii) receive immediate possession of any equipment for which Customer has not paid, (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

30. One-Year Limitation on Actions; Forum Choice of Law.

~~Company shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Customers located in the United States, the laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. The parties agree that any disputes arising out of this Agreement shall be determined exclusively by the Wisconsin courts and that no action or legal proceedings of any nature shall be filed or commenced in any other court pertaining to any dispute arising out of or in relation to this Agreement.~~ For customers located in Canada, this agreement shall be governed

by and be construed in accordance with the laws of Ontario, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the ~~specified forums~~Wisconsin courts, including any objection based

on forum non conveniens. In the event the matter is submitted to a court, Company and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by Company, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. ~~Customer will pay all of Company's reasonable collection costs (including legal fees and expenses).~~

31. Assignment. This Agreement is not assignable by the Customer except upon written consent of Company first being obtained. Company shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer.

32. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

SERVICE SOLUTION

33. Headings. The headings in this Agreement are for convenience only.

34. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

35. Electronic Media. Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

SERVICE SOLUTION

36. Legal Fees. Each party shall bear its own legal fees in connection with enforcing the terms of this Agreement~~Company shall be entitled to recover from Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.~~

37. Lien Legislation. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

38. Privacy. A. Company as : Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa shall apply. B. Company as : Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

39. FAR. Company supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, Company will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

40. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate

date specified in the agreement when the work will begin is a

violation of the AlarmCompany Act: NY
Licensed by N.Y.S. Department of the State: TX Texas
Commission on Private Security, 5805 N. Lamar
Blvd., Austin, 78752-
4422, 512-424-7710. License numbers available
at www.johnsoncontrols.com or contact your local Johnson
Controls office.

DePere Fire Station 2 Fire Alarm and sprinkler inspection proposal - CPQ-914442

Planned Service Agreement



Johnson Controls Fire Protn LP
1941 Holmgren Way
Green Bay WI54304
USA

Proposal Presented On:
04-17-2025



SERVICE SOLUTION

Customer #: 2200413
City of De Pere
Date: 17-Apr-25
Proposal #: CPQ-914442
Term: 1-Apr-25 to 31-Mar-28

Billing Customer:
 De Pere Fire Station 2
 1180 Grant St
 DE PERE, WI 54115-1365

Service Location:
 De Pere Fire Station #2
 1180 Grant St,
 De Pere, WI 54115-1365

Johnson Controls Fire Protection LP
Sales Representative:
 Michael Price
 1941 Holmgren Way
 Green Bay WI 54304
 michael.price@jci.com

INVESTMENT SUMMARY (Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
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City of De Pere \$1,106.61

SYSTEM-FA-SIMPLEX 4007ES

SIMPLEX 4007ES FIRE ALARM PANEL **Est. First Inspection: May**

Main Fire Alarm Panel	1	Annual
Smoke Sensor Addressable	19	Annual
Heat Detector Restorable	3	Annual
Pull Station	4	Annual

FA Enhanced Labor Only Plan

SYSTEM-SP-WET SPRINKLER

WET SPRINKLER SYSTEM **Est. First Inspection: May**

Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)	1	Annual
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SPRINKLER ESSENTIAL SERVICE OFFER

SYSTEM-SP-BACKFLOW

BACKFLOW SYSTEM **Est. First Inspection: May**



SERVICE SOLUTION

Backflow Preventer-Domestic

1

Annual

SPRINKLER ESSENTIAL SERVICE OFFER

Johnson Controls has **not** included an estimate for all state and local sales tax for this quote based on the understanding that a valid exemption and/or resale certificate is received by Johnson Controls from Purchaser. Otherwise, actual sales tax due will be calculated and billed. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.



SERVICE SOLUTION

SUMMARY OF SERVICES

The summary of services is intended to cover the following locations:

Location	Address	City	State	Zip	Fire Alarm	Sprinkler
De Pere Fire Station #2	1180 Grant St,	De Pere	WI	54115-1365	\$645.21	\$461.40

SPRINKLER ESSENTIAL SERVICE OFFER

SYSTEM-SP-WET SPRINKLER

SYSTEM-SP-BACKFLOW

TEST AND INSPECTION:

Inspections and diagnostic tests for the accessible fire sprinkler devices listed and currently connected to fire sprinkler system. Tests will be scheduled in advance.

DOCUMENTATION:

Accessible components and devices logged for: Test results Any discrepancies found noted Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

FA Enhanced Labor Only Plan

SYSTEM-FA-SIMPLEX 4007ES

TEST & INSPECTION - PLUS SYSTEM LABOR FIRE ALARM LABOR COVERAGE FOR LISTED FIRE ALARM SYSTEMS:

The Enhanced Labor Only Plan covers inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. Includes general service labor Monday through Friday 8am-5pm. Replacement of the fire alarm panel, faulty wiring, ground faults, software updates and peripheral devices are not covered. Excludes normal wear, force majeure, moves/adds/changes, abuse, misuse, accident, improper operation or maintenance or any other event, act or omission outside of the control of Johnson Controls. Unless otherwise specified herein, batteries installed within wireless initiating and notification peripheral devices are not covered under this agreement. Replacement of such batteries will be at an additional cost.

DOCUMENTATION: Accessible components and devices logged for:

- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- Any discrepancies found will be noted Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. Internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

Backflow Preventer-Domestic

SYSTEM-SP-BACKFLOW

SERVICE SOLUTION

In addition to the forward flow test required, For employees that are certified in backflow preventers, a back flow test meeting the requirements of the local water purveyor is to be performed annually

Smoke Detector Cleaning Up To

SYSTEM-FA-SIMPLEX 4007ES

DETECTOR CLEANING SMOKE DETECTORS:

Accessible smoke detection devices will be cleaned using manufacturer's recommended procedures. Devices may be dismantled to expose the smoke chamber (where applicable.) NOTE: Certain types of analog smoke sensors will be cleaned as needed per panel readings. Inspector will determine the actual devices to be cleaned based on visual inspection or panel readings.

Smoke Detector Sensitivity Testing

SYSTEM-FA-SIMPLEX 4007ES

SENSITIVITY TESTING FOR CONVENTIONAL SMOKE DETECTORS:

Smoke detector sensitivity testing will be performed on smoke detectors. Testing will be performed using UL/ULC approved sensitivity testing equipment. Devices performing outside the listed sensitivity range will be re-cleaned and re-tested, and, if necessary, noted and recommended for replacement. NOTE: Certain types of analog smoke sensors automatically satisfy this testing requirement through sensitivity reports printed from the fire alarm panel. Excludes duct smoke detectors.

Customer Portal (Basic)

SYSTEM-FA-SIMPLEX 4007ES

SYSTEM-SP-WET SPRINKLER

SYSTEM-SP-BACKFLOW

Basic Customer Portal functionality will be provided.

Remote Service Support

SYSTEM-FA-SIMPLEX 4007ES

Remote Service Support package includes telephone support Monday through Friday, 8:00 am ET to 8:00 pm ET. Our technical support specialists have extensive experience to help troubleshoot problems with Fire Alarm Systems, Connected Sprinkler Systems and Security Systems including CCTV and access control. Common scenarios include timer test issues, clear/reset trouble conditions or add/delete user codes. Our technicians' focus on resolution will help ensure your service levels are successfully met while at the same time reducing the required on-site technical assistance. To reach one of our support specialists, please dial 800-746-7539.

The RSS team cannot help with the disqualifying conditions such as reconnecting or adding devices, damaged wiring, damaged equipment, or remounting devices.



SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **City of De Pere** and is effective **1-Apr-25** (the "Effective Date") to **31-Mar-28** (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date. Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

RENEWAL DETAILS: This contract will require action in order to renew it. In this case, this contract will require a new service agreement to renew.

PAYMENT FREQUENCY: Annual In Advance

Signature : _____
Date : _____

PAYMENT TERMS: Net 30

For applicable taxes, please see Section 3 of the Terms & Conditions

PAYMENT AMOUNT: \$1,106.61 - Proposal #: CPQ-914442

PAYMENT SUMMARY:

Year	Term	PSA Charges
1	04/01/2025 - 03/31/2026	\$1,106.61
2	04/01/2026 - 03/31/2027	\$1,106.61
3	04/01/2027 - 03/31/2028	\$1,106.61

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.



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Multi Year Contract Rider AGREEMENT

Acknowledgement of Multi-Year Term. Customer agrees that issuance of a Purchase Order does not amend any provision of the service agreement, including without limitation the duration/term of the service agreement. Customer agrees to issue Purchase Orders sufficient to satisfy its obligations under the multi-year service agreement. Should Customer fail to issue additional Purchase Orders, Company will still be permitted to invoice Customer for services performed, assuming such services performed are not covered under the summary of services included under this Agreement..

Customer Initials:

Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via Email (), payment is Net 30, and invoices are to be paid via Electronic Funds Transfer. Johnson Controls Electronic Funds Transfer transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: NO: This signed contract satisfies requirement
 YES: Please reference this PO Number: _____

City of De Pere	Johnson Controls Fire Protection LP
Signature: _____	Authorized _____
Print Name: _____	Signature: _____
Title: _____	Print Name: _____
Phone #: _____	Title: _____
Fax #: _____	Phone #: _____
Email: _____	Fax #: _____
Date: _____	License #: _____ (if applicable)
	Date: _____

SERVICE SOLUTION

TERMS AND CONDITIONS

1. Term. The Initial Term of this Agreement shall commence on the date of this Agreement and continue as set forth herein. After the Initial Term, this Agreement shall automatically extend for successive terms equal to the same length as the Initial Term unless Customer or Company gives written notice to the other that it does not want to renew at least sixty (60) days prior to the end of the then-current term (each a “Renewal Term”). The Initial Term and any Renewal Term may be referred to herein as the “Term.”

2. Payment and Invoicing. Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance. Fees and other amounts due hereunder are due thirty (30) days from the date of invoice, which shall be paid by Customer via electronic delivery via EFT/ACH. Such payment is a condition precedent to Company’s obligation to perform Services under the Agreement. Any invoice disputes must be identified in writing by Customer within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer’s failure to make payment in full when due could be considered a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, with notice: (i) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company’s obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Company’s election to continue providing future services does not, in any way diminish Company’s right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims,

expenses, or liabilities arising from or relating to suspension of Services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs Services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Company’s efforts to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. In the event of Customer’s default, the balance of any outstanding amounts will be immediately due and payable. Customer shall provide financial information requested by Company to verify Customer’s ability to pay for goods or services. If Customer fails to provide financial information or if Company, in its sole discretion determines that reasonable grounds exist to question Customer’s ability or willingness to make payments when due (e.g., not making payments when due, late payments, or a reduction in Customer’s credit score), Company may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies Company may have against Customer. Company shall provide Customer with advance written notice of changes to payment terms. Customer agrees to issue and send a purchase order to Company at least thirty (30) days prior to expiration of the Initial Term or any Renewal Term if necessary for payments to be processed, but failure to do so is not a pre-condition to Renewal Term payments being due to Company. No purchase order is required for any emergency work requested by Customer. Customer shall have no right to reject such invoices due to the lack of a purchase order.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to Customer to reflect increases in material and labor costs. Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, “Taxes”). All Taxes are the responsibility of Customer, unless Customer presents an exemption certificate acceptable to Company and the applicable taxing authorities. If Company is required to pay any such Taxes or other charges, Customer shall reimburse Company on demand. If any such exemption certificate

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is invalid, then Customer will immediately pay Company the amount of the Taxes, plus penalties and interest. Prices may be adjusted by Company upon written notice to Customer prior to shipment to take into account increases in the cost of raw materials, component parts, third party products or labor rates or taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. "Trade Restrictions" means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s).

This Agreement is entered into with the understanding that the services to be provided by Company are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by Company, Company reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. If this Agreement is renewed, Company will provide Customer with notice of any adjustments in the contract price applicable to any Renewal Term no later than forty-five (45) days prior to the commencement of that Renewal Term. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such Renewal Term, the adjusted price shall be the price for the Renewal Term. If this Agreement extends beyond one year, Company may increase prices upon notice to Customer.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g., Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. **It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's**

property and the property of others located on the premises. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an aggregate amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 17 of this Agreement. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE, FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREINAFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or

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other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 17 of this Agreement.

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour

window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work). Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING

9. Customer Responsibilities. Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom.

Customer further agrees to:

- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- provide a safe work environment;
- in the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury,

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death, and/or property damage and continue such measures until the Covered System(s) are operational; and

- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this Agreement.

JCI may terminate the Services immediately upon notice to the Customer if JCI, in its sole discretion determines that the Customer's premises are unsafe to be accessed by JCI's employees or subcontractors. JCI may terminate the Services upon prior written notice to the Customer in accordance with section 27 of this Agreement, if Customer does not follow JCI's recommendations for updates and upgrades to the equipment and systems.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

10. Repair Services. Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such Services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to Customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

11. System Equipment. The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by

Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

12. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

13. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, upon notice to Customer and at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

14. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

15. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

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- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapour, dust or fume or the creation of an oxygen-deficient atmosphere may occur,
- “permit confined space,” as defined by OSHA for work Company performs in the United States;
- risk of infectious disease;
- need for air monitoring, respiratory protection, or other medical risk; or
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as “Hazardous Conditions.” Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of Company’s work, the discovery of such materials shall constitute an event beyond Company’s control, and Company shall have no obligation to further perform in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of testing involving a discharge or release, capture, containment, transport, removal, or disposal (collectively, the “Discharge Services”) of any hazardous waste materials, hazardous materials, firefighting materials including without limitation any firefighting foam encountered in and/or discharged from any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Customer shall be responsible for any Discharge Services associated with such materials, including all discharged firefighting foam in accordance with all applicable law. Company shall not be responsible for the testing, removal or disposal of such hazardous materials. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the use of or any Discharge Services associated with any hazardous waste, hazardous materials, or firefighting materials including without limitation firefighting foam encountered or discharged during performance of the Services.

16. Other Services.

A. Remote Service. If Customer selects Remote Service, Company shall provide support for the Customer’s system by way of education, remote assistance and triage that does not require programming changes to the Customer’s panel. In addition, Remote Service does not include service to address physical damage to the system or a device; troubleshoot wiring issues; programming changes and/or relocating, remounting, reconnecting, or adding a device to the system. Customer understands and agrees that, while Remote Service provides for communication regarding Customer’s fire alarm system to Company via the Internet, Remote Service does not constitute monitoring of the system, and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate Service under this Agreement. **CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 17.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.**

B. Connected Fire Sprinkler Services; Connected Fire Alarm Services. Connected Fire Sprinkler Services and Connected Fire Alarm Services each means a data-analytics and software platform that uses a cellular or network connection to gather equipment performance data about a Customer’s Covered Equipment for Customer’s sprinkler system or fire alarm system, as applicable, to assist Company in advising Customer on such equipment’s health, performance or potential malfunction. Connected Fire Sprinkler Services and Connected Fire Alarm Services are collectively, the Connected Equipment Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services on any Covered Equipment, Customer agrees to allow Company to install diagnostic sensors and communication hardware (“Gateway Device”) or Customer will supply a network connection suitable to enable communication with Customer’s Covered Equipment in order for Company to deliver the connected services. For more information on whether your equipment includes Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal or purchase documentation or talk to your Company sales representative. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart

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device using the service's mobile or web app. The Gateway Device will be used to access, store, and trend data for the purposes of providing Connected Fire Sprinkler Services. Company will not use Connected Fire Sprinkler Services or the Connected Fire Alarm Services to remotely operate or make changes to Customer's Equipment. If the connection is disconnected by Customer, and a technician needs to be dispatched to the Customer site, then the Customer will pay Company at Company's then-current standard applicable contract regular time and/or overtime rate for such services. **Company makes no warranty or guarantee relating to the Connected Fire Sprinkler Services or Connected Fire Alarm Services. Customer acknowledges that, while Connected Fire Alarm Services or Connected Sprinkler Services generally improve equipment performance and services, these services do not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that Company shall not be responsible for any injury, loss, or damage caused by any act or omission of Company related to or arising from the proactive health notifications of the equipment under Connected Equipment Services. Customer understands that if it wishes to receive monitoring of its fire alarm system or sprinkler system and notification of the fire department or other authorities in the event of an alarm, it must select monitoring services as a separate Service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES SECTION 19 (SOFTWARE AND DIGITAL SERVICES) APPLY TO CONNECTED FIRE ALARM SERVICES AND CONNECTED SPRINKLER SERVICES. In the event of a conflict between these terms and the Software Terms, the Software Terms will control.**

C. Dashboards and Mobility Applications for Connected Fire Sprinkler Services and Connected Fire Alarm Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, Customer may utilize Company's Dashboard(s) and Mobility Application(s), as applicable, during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement. Terms for the Dashboard are located at www.johnsoncontrols.com/techterms

17. Monitoring Services. Intentionally Omitted as no Monitoring Services will be provided under this Agreement CPQ – 914442.

18. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. No warranty is provided for third-party products and equipment installed or furnished by

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Company. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and Company will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by Company, such as suggestions as to design use and suitability of the equipment or products for the Customer's application, is provided in good faith, but Customer acknowledges and agrees that Company is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of equipment or products. Customer assumes exclusive responsibility for determining if the equipment and products supplied by Company are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the equipment or products.

19. Software and Digital Services.

Digital Enabled Services; Data. If Company provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to Company's cloud-hosted software applications. Customer consents to and grants Company the right to collect, transfer, ingest and use such data to enable Company and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and Company products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all

loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply Company secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ Company software and related equipment installed at Customer facilities and Company cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the Company General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the Company Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/general govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited

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license or use right), (each a “Software Subscription”): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the “Subscription Start Date”) and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a “Renewal Subscription Term”), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Company's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

20. Taxes, Fees, Fines, Licenses, and Permits. Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and Services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or hereafter imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

21. Outside Charges. Customer understands and accepts that Company specifically disclaims any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if there are any

charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

22. Insurance. Intentionally Omitted.

23. Waiver of Subrogation. Intentionally Omitted.

24. Force Majeure. Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A “Force Majeure Event” is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed

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as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by Company in connection with the Force Majeure Event.

25. Exclusions. This Agreement expressly excludes, without limitation, provision of fire watches; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises; vandalism; power failure; current fluctuation; failure due to non-Company installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")); cartridges greater than 16 grams; gas valve installation; or any other cause external to the Covered System(s) and Company shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the Service Solution, the Agreement price does not include travel expenses.

26. Delays. Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

27. Termination. If either party fails to perform any of its material obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination. For

termination prior to the end of the Term, Customer agrees to pay Company, in addition to any outstanding fees and charges for Service(s) rendered prior to termination, 50% of the charges for Services remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Customer shall provide Company with reasonable access to the premises to remove any Company property and to un-program any controls, intrusion, fire, or life safety system, as applicable.

Upon notice to the customer, Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. If Company's performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, equipment, or products (including component parts and/or materials) or because the Company or its supplier(s) has discontinued the manufacture or the sale of the equipment and/or products or is no longer in the business of providing the Services, Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer. Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if Company's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes. If Company receives an excessive number of false alarms, Company may terminate this Agreement and discontinue any Services, and seek to recover damages. If the equipment or system continuously sends signals that Company reasonably determines to be false or excessive, the Customer will be responsible for additional costs and fees incurred by Company in receiving and/or responding to these signals and/or Company may at its sole discretion terminate monitoring services under this Agreement upon notice to the Customer. Company may terminate this Agreement and discontinue any Service(s), if Company's central monitoring center ("CMC") or remote operations center or either of these centers is substantially damaged by fire or catastrophe or if Company is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Company's CMC and/or the Municipal Fire or Police Department or other first responder. Company may terminate the Services immediately upon prior written notice to the Customer if Company, in its sole discretion, determines the premises in which the Equipment or system is installed is unsafe,

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unsuitable, or so modified or altered as to render continuation of Service(s) impractical or impossible. Company may terminate the Services upon notice to the Customer in accordance with this section 27 of this Agreement, if Customer fails to follow Company's recommendations for the repair or replacement of parts of the system or Equipment not covered under the warranty or Service.

28. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

29. Default. An Event of Default shall include, but is not limited to: (a) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, (b) failure of Customer to pay any amount when due and payable, (c) abuse of the System or the Equipment, (d) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, (i) discontinue furnishing Services, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable, (iii) receive immediate possession of any equipment for which Customer has not paid, (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

30. One-Year Limitation on Actions; Forum Choice of Law.

The parties agree that any disputes arising out of this Agreement shall be determined exclusively by the Wisconsin courts and that no action or legal proceedings of any nature shall be filed or commenced in any other court pertaining to any dispute arising out of or in relation to this Agreement. For customers located in Canada, this agreement shall be governed by and be construed in accordance with the laws of Ontario, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the Wisconsin courts, including any objection based

on forum non conveniens. In the event the matter is submitted to a court, Company and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by Company, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies.

31. Assignment. This Agreement is not assignable by the Customer except upon written consent of Company first being obtained. Company shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer.

32. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions relating to the Services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

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33. Headings. The headings in this Agreement are for convenience only.

34. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

35. Electronic Media. Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

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36. Legal Fees. Each party shall bear its own legal fees in connection with enforcing the terms of this Agreement.

37. Lien Legislation. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

38. Privacy. A. Company as : Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa shall apply. B. Company as : Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

39. FAR. Company supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, Company will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

40. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a

violation of the AlarmCompany

Act: NY Licensed by N.Y.S. Department of the

State: TX Texas Commission on Private Security,5805
N. Lamar Blvd., Austin,
78752-4422,512-424-7710.License numbers available
atwww.johnsoncontrols.com or contact your local Johnson
Controls office.



**Request for Finance/Personnel Committee
Action**

MEETING DATE: June 10, 2025
DEPARTMENT: Development Services
FROM: Dennis Jensen
SUBJECT: Consideration and Possible Action on Amendments to De Pere Municipal Code Chapter 54 - Buildings and Construction.*
RECOMMENDED ACTION: Staff recommends approval of this item.

The existing Chapter 54 Buildings and Construction ordinance would be revised and parts repealed. The Chapter 54 Buildings and Construction code is to be revised to better align the 54-2 definitions with the definitions in the Chapter 14 Zoning code. Chapter 54-3 has three additions to reference the state administrative code: SPS 326 Manufacture home communities, ch. SPS 327 Camping units and ch. SPS 328 Smoke detectors and carbon monoxide detectors. Section 54-4 commercial building code adding (i) Stop work order language to align with Section 54-3 state uniform dwelling code. Repealing Sec. 54-6. Littering and damage to property during construction. (b) (1), (2), (3) & (4). Amending Sec. 54-7. Fences and hedges (c) residential fences changing the language to align with the zoning code language. Corner side yard is changed to street side yard. 54-10 Fees for building permits and inspections. (a) payment. Adding language to better clarify the permit and payment process. Please see the attached Buildings and Construction Code for all proposed revisions.

ATTACHMENTS:
Sec. 54_3. ___State_uniform_dwelling_code_(revised 6-25)

Chapter 54 BUILDINGS AND CONSTRUCTION

Sec. 54-1. Scope of this chapter.

The purpose of this chapter is to:

- (1) Exercise jurisdiction over the construction and inspection of new one-family and two-family dwellings, additions or alterations to existing one-family and two-family dwellings, detached garages and accessory buildings.
- (2) Provide for plan review and onsite inspections of one-family and two-family dwellings by inspectors certified by the state department of safety and professional services.
- (3) Provide for review and onsite inspection of commercial structures to the extent permitted by, and subject to, state law.
- (4) Provide for the collection and establishment of fees to defray administrative costs.
- (5) Adopt relevant state statute and administrative code provisions to promote the interests stated in this section.

(Code 2001, § 54-1; Ord. No. 08-31, § 1, 11-18-2008; Ord. No. 17-22, § 1, 12-5-2017)

Sec. 54-2. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Accessory building means a detached building or structure, not used as a dwelling unit but is incidental to that of the main building which is located on the same lot.

Accessory use means a use incidental to the use of the main building or to the principal use of the premises.

Addition means new construction performed on a building which increases the outside dimension of the building.

Alteration means an enhancement, upgrading or substantial change or modification other than an addition or repair to a dwelling or to the electrical, plumbing, heating, ventilating, air conditioning and other systems within a dwelling.

Apartment means a part of a building occupied or designed or intended to be occupied by one or more persons as a single-living unit or as a single-family housekeeping unit and which includes the use of kitchen facilities, either in private or in common with others.

Apartment house means any building, which is occupied or designed to accommodate three or more apartments.

Approved means an approval by the department of safety and professional services or its authorized representative. Approval is not to be construed as an assumption of any legal responsibility for the design or construction of the dwelling or building component.

Attic means a space under the roof and above the ceiling of the topmost part of a dwelling.

Balcony means a landing or porch projecting from the wall of a building.

Base flood elevation means the elevation shown on a flood insurance rate map (FIRM) that indicates the water surface elevation resulting from a flood that has a one-percent chance of equaling or exceeding that level in any given year.

Basement means that portion of a dwelling below the first floor or ground floor with its entire floor below grade.

Best management practices means practices, techniques or measures that the department determines to be effective means of preventing or reducing pollutants of surface water generated from construction sites.

Building means any structure built, used, designed for support, shelter, protection, or enclosure of people, animals, or property of any kind.

Carport means a structure used for storing motorized vehicles that is attached to a dwelling and that has at least two sides completely enclosed.

Certified inspector means a person certified by the department of safety and professional services to engage in the administration and enforcement of the uniform dwelling code.

Conditioned space means space within a dwelling envelope, which is provided with heated or cooled air or surfaces to provide a heated or cooled space.

Crawl space means that portion of a dwelling below the first floor with its entire floor below grade, which has a clearance of 18 inches or more between the crawl space floor and the underside of the dwelling floor joist framing.

Dead load means the vertical load due to all permanent structural and nonstructural components of the building such as joists, rafters, sheathing, finishes and construction assemblies such as walls, partitions, floors, ceilings and roofs.

Deck means an open, unenclosed exterior floor structure attached or adjacent to the exterior wall of a building.

Detached building means any building which is not physically connected to the principal structure.

Direct-vent appliance means a gas burning appliance that is constructed and installed so that all air for combustion is obtained directly from the exterior of the building and all flue gases are discharged to the outside of the building.

Dwelling means a building or portion thereof, but not a manufactured or mobile home, designed or used exclusively for residential occupancy, including single-family, two-family, and multiple-family buildings, but not including hotels or motels.

Dwelling envelope means the elements of a dwelling with enclosed conditioned space through which thermal energy may be transferred to or from the exterior.

Dwelling unit means any habitable room or group of adjoining habitable rooms located within a dwelling and forming a single unit with facilities which are used, or intended to be used for living, sleeping, cooking and eating of meals by one person or by two or more persons maintaining a common household, to the exclusion of all others.

Existing dwelling means a dwelling erected prior to the effective date of the state uniform dwelling code (dated June 1, 1980).

Exit means a direct, continuous, unobstructed means of egress from inside the dwelling to the exterior of the dwelling.

First floor means the ~~first floor~~[first-floor](#) level above any ground floor or basement or, in the absence of a ground floor or basement, means the lowest floor level of a building.

Flight means a continuous series of steps with no intermediate landings.

Floor area means the habitable area of a room that has a ceiling height of at least seven feet. Rooms with less than seven feet in height for more than 50 percent of the area are not considered to be floor areas.

Garage means a structure used for storing motorized vehicles that has more than two sides completely enclosed.

Ground floor means that level of a dwelling, below the first floor, located on a site with a sloping or multilevel grade and which has a portion of its floor line at grade.

Habitable room means any room used for sleeping, living or dining purposes, excluding such enclosed places as kitchens, closets, pantries, bath or toilet rooms, hallways, laundries, storage spaces, utility rooms and similar spaces.

Infiltration means the uncontrolled inward air leakage through cracks and interstices in any dwelling and around windows and doors of a dwelling caused by the pressure effects of wind, and the effect of differences in the indoor and outdoor air density.

Kitchen means an area used, or designed to be used, for the preparation of food.

Landing means the level portion of a stairs located between flights of stairs or located at the top and foot of a stairs.

Listed and listing means equipment or building components, which are tested by an independent testing agency and accepted by the department of commerce.

Live load means the weight superimposed on the floors, roof and structural and nonstructural components of the dwelling through use and by snow, ice or rain.

Mechanical draft venting system means a venting system for a gas burning appliance that is designed to remove [flueflue](#) or vent gases by mechanical means, such as a fan which may consist of an induced draft portion under nonpositive static pressure or a forced draft portion under positive static pressure.

Naturally vented appliance means an appliance with a venting system designed to remove flue or vent gases under nonpositive static vent pressure entirely by natural draft.

Occupant means an individual or individuals residing in a dwelling or dwelling unit.

Owner means any person having a legal or equitable interest in the dwelling.

Porch means an unenclosed exterior structure at or near grade attached or adjacent to the exterior wall of any building, having a roof and floor.

Repair means the act or process of restoring to original soundness, including redecorating, refinishing, nonstructural repairs, or maintenance, or the replacement of existing fixtures, systems or equipment with the equivalent fixture, system or equipment.

Stabilized means action taken at a site to minimize erosion by mulching and seeding, sodding, landscaping, placing concrete or gravel, or other techniques to prevent soil loss.

Stairway means one or more flights of steps, and the necessary platforms or landings, winder treads, to form a continuous passage from one elevation to another.

Steps means a units consisting of one riser and one tread, alone or in series.

Storage shed means an accessory structure not attached to the principal dwelling, 200 square feet or smaller.

Story [means ismeans](#) that portion of a building located above the basement, between the floor and the ceiling.

Structural alteration means any change ~~in the supporting members of a building, such as bearing walls, columns, beams, or girders, except such alteration as may be required for the safety of the building.~~ ~~o~~Other than incidental repairs, that would prolong the life of the supporting members of a building, such as the addition, removal, or alteration of bearing walls, columns, beams, girders, or foundations.

Structural analysis means a branch of physical sciences, which uses the ~~principal~~principle of mechanics in analyzing the impact of loads and forces and their effect on the physical properties of materials in the form of internal stress and strain.

Structure means ~~anything constructed, the use of which requires location on the ground or attachment to something having location on the ground.~~ ~~a~~Anything constructed, the use of which~~that~~ requires location on the ground or attachment to something having location on the ground.

Vent means a vertical flue or passageway to vent fuel-burning appliances.

Window means a glazed opening in an exterior wall, including glazed portions of doors, within a condition space.

(Code 2001, § 54-2; Ord. No. 08-31, § 1, 11-18-2008; Ord. No. 17-22, § 2, 12-5-2017)

Sec. 54-3. State uniform dwelling code.

(a) *Adopted.*

(1) The following provisions of the Wisconsin Administrative Code, collectively constituting the state uniform dwelling code, are adopted by reference and made part of this chapter as if fully set forth in this chapter:

- a. Wis. Admin. Code ch. SPS 321, Construction standards.
- b. Wis. Admin. Code ch. SPS 322, Energy conservation.
- c. Wis. Admin. Code ch. SPS 323, Heating, ventilating and air conditioning.
- d. Wis. Admin. Code ch. SPS 324, Electrical standards.
- e. Wis. Admin. Code ch. SPS 325, Plumbing.
- f. [Wis. Admin. Code ch. SPS 326 Manufactured home communities.](#)
- g. [Wis. Admin. Code ch. SPS 327 Camping Units.](#)
- i. [Wis. Admin. Code cCh. SPS 328 Smoke detectors and carbon monoxide detectors.](#)

(2) Any act required to be performed or prohibited by any such provision is required or prohibited by this chapter. A copy of these Wisconsin Administrative Code provisions and any future amendments shall be kept on file in the office of the city building inspector.

(b) *Amendments.* Future amendments, revisions, or modifications of the Wisconsin Administrative Code provisions incorporated in this chapter are intended to be made a part of this chapter to secure uniform state regulation of one-family and two-family dwellings in this city.

(c) *Applicability.* The Wisconsin Administrative Codes, as adopted in this chapter, are intended to apply to additions and alterations to one-family and two-family dwellings, including existing one-family and two-family dwellings, which were built prior to June 1, 1980 (effective adoption date of the uniform dwelling code), detached garages, accessory buildings, as well as new construction.

(d) *Enforcement and right to inspect.* The building inspector or any inspector of the building inspection ~~department~~ division, are hereby authorized and directed to administer and enforce ~~all of~~all the provisions of

the uniform dwelling code. The building inspector or any inspector of the building inspection [department division](#), as a condition of the issuance of a building permit, shall have the authority to enter at any reasonable time during normal work hours, during the course of the work and until final inspection and approval thereof has been given to inspect such premises for compliance of all state and municipal codes in this chapter.

- (e) *Building permits required.* No one-family or two-family dwelling shall be built, enlarged, altered or repaired unless a building permit for that work shall first be obtained by the owner or his or her agent from the building inspector. Application for a building permit shall be in writing upon the form designated by the state uniform dwelling permit application.
- (f) *Addition, alteration and repair requirements.*
 - (1) *Repairs and additions requiring a permit.* No addition, alteration or repair to an existing one-family or two-family dwelling shall be undertaken unless a building permit for this work is first obtained by the owner or his or her agent from the building inspector. The inspector may not require a permit for minor repairs (i.e., repairs or alterations not affecting occupancy, area, structural integrity, fire protection, exits, lighting or ventilation).
 - (2) *Accessory buildings.* No accessory building or structure, including detached garages, [open](#) sheds, roof covered patios, gazebos, pergolas, fences, or any other accessory building or structure, shall be constructed, enlarged, altered or repaired unless a building permit for that work shall first be obtained by the owner or his or her agent from the building inspector.
 - (3) *One-family and two-family homes built prior to June 1, 1980.* No addition, alteration, or repair to a one-family or two-family dwelling that was built before June 1, 1980, as per the effective date of the adoption of the uniform dwelling code, shall be undertaken unless a building permit for this work is first obtained by the owner or his or her agent from the building inspector. The inspector may not require a permit for minor repairs (i.e., repairs as defined in Wis. Admin. Code § SPS 320.05(3) of the uniform dwelling code, alterations not affecting occupancy, area, structural integrity, fire protection, exits, lighting or ventilation). The following conditions shall be exempt from compliance with the uniform dwelling code when the following conditions exist, including, but not limited to:
 - a. Stairways in existence prior to June 1, 1980, serving existing habitable space and basements may be rebuilt within the same stairwell opening, provided that the remodeled stair system shall not be less compliant than the preexisting stair system. The dimension of the riser shall not be greater than the dimension of the tread or nine inches. A minimum of six feet of headroom shall be provided. The minimum width shall not be less than 32 inches.
 - b. Ceiling height in existence prior to June 1, 1980, serving existing habitable space and basements may have a ceiling height not less than six feet ten inches.
 - c. Habitable areas above the second floor with a single exit may continue to exist unless an addition is built to the third floor or the floor area is expanded, a second exit would be required in accordance with the uniform dwelling code.
 - d. Windows that do not conform to the required minimum egress size in accordance with Wis. Admin. Code § SPS 321.03(6) that are not altered may continue to exist unless an addition or alteration is performed. A bedroom in a basement shall be required to conform to Wis. Admin. Code § SPS 321.01(6)(b).
 - (4) *Submission of plans.* The applicant shall submit two sets of plans, [one hard copy set and one digital copy set](#), along with a comprehensive site plan and soil erosion control plan for new construction to one-family and two-family dwellings at the time that the building permit application is filed. A complete set of building, electrical, plumbing and HVAC plans shall accompany every permit application for alterations and remodeling to all one-family and two-family additions, alterations and

remodeling. All required plans submitted for approval, shall be accompanied by sufficient data, calculations and information to determine if the dwelling will meet the minimum requirements of the uniform dwelling code.

- (5) *Issuance of the permit.* If the building inspector finds that the proposed building repair, alteration or addition complies with all city ordinances and the uniform dwelling code, the building inspector shall approve this application. The issued building permit shall be posted in a conspicuous place at the building site. A copy of any issued building permit shall be kept on file with the building inspection [department division](#). All issued permits become null and void if work or construction authorized is not commenced within 12 months or if construction or work is suspended or abandoned for a period of 12 months at any time after work is commenced.
- (6) *Required inspections and requests.* Prior to [concealment of concealing](#) any electrical, plumbing, or HVAC installations, buildings shall be inspected at such times and in such manner to be in accordance with all state and local codes, ordinances, or rules applicable thereto. No structural portion of any building or structure shall be covered or concealed until the completion of the required inspections and approval by the building inspector. The permit applicant or an authorized representative shall notify the building inspector after completion of the required inspections as listed in subsection (f)(7) of this section orally, email or in writing. The building inspector shall make a reasonable effort to conduct all inspections in a timely manner. Work shall not proceed until required inspections have been completed and approval given by the building inspector, except that construction may proceed if an inspection has not been performed within two business days after proper notification has been given.
- (7) *Inspection types.* The following inspections shall be completed for all projects whenever applicable:
 - a. *Erosion control inspection.* Erosion control measures shall be inspected after implementation and concurrently with the required inspections for proper maintenance as enumerated in subsections (f)(7)b through d of this section.
 - b. *Building sanitary, storm, and water service inspection.* The building sanitary sewer, storm sewer, and water service shall be inspected in accordance with Wis. Admin. Code § SPS 382.21(1) of the state plumbing code prior to being covered or concealed.
 - c. *Footing, drain tile, and foundation inspection.* Footings, drain tiles systems at the footings, and foundations shall be inspected after forms have been removed and required insulation and washed stone over the drain tile are in place, prior to backfilling.
 - d. *Underground building drains and drain tile inspection.* Plumbing building drain, drain tile, washed stone base, and required sub slab vapor retarder shall be inspected prior to backfilling or placement of basement slab floors.
 - e. *Rough inspection.* General building construction, plumbing, HVAC, and electrical installations shall be inspected after all work is complete, but before any of the installations are covered or concealed.
 - f. *Insulation inspection.* Insulation, vapor retarders, air barriers, and exterior drainage planes shall be inspected after installation is complete, but before any of the installations are covered or concealed.
 - g. *Final inspection.* The dwelling shall not be occupied until a final inspection has been made. The permit applicant shall notify the building inspector orally, by email, or by other written notification for a final inspection upon completion of the permitted work, and not more than 30 days after completion. The final inspection shall be performed within five business days after proper notification and prior to the issuance of a certificate of occupancy. The building inspector shall notify the applicant and/or owner in writing of any code violations to be corrected. All code violations shall be corrected within 30 days after written notification unless an extension of time

is granted. Failure to obtain a final inspection upon completion of the permitted work or correct noted code violations prior to occupancy and refusal or neglect to pay for previous permits shall be considered violations of this section and may be subjected to citations and/or a reinspection fee. The building inspector may refuse to issue permits to any person or applicant who has refused or neglected to correct any violations of this chapter.

- h. *Stop work order.* If a noted violation [to a permitted project](#) is not corrected within 30 days, a stop work order may be served on the owner or the owner's representative, and a copy shall be posted at the construction site. Such stop work order shall not be removed except by written notice of the building inspector after satisfactory evidence has been provided that the noted violations have been corrected.
- (8) *Inspection disclaimer.* All inspections are intended to cite conditions of noncompliance in accordance with all state and local code standards that are evident at the time of inspections. An inspection does not involve a thorough examination ~~to~~[of](#) all appliances, mechanical systems, and closed structural elements of the building or structure.
- (9) *Certificate of occupancy and use.*
 - a. *One-family and two-family dwellings.* No one-family or two-family dwelling shall be used or occupied until the building inspector has issued a certificate of occupancy. The certificate of occupancy shall state that the work has been completed; all violations have been corrected on the final inspection report and that the use or occupancy complies with ~~provisions~~[the provisions](#) of this chapter. Every applicant for a building permit shall be deemed to be an application for an occupancy permit.
 - b. *Alterations and additions of building.* No addition, alteration or repair to an existing building shall be used or occupied until the building inspector has issued a certificate of occupancy. The certificate of occupancy shall state that the work has been completed; all violations have been corrected on the final inspection report and that the use or occupancy complies with the provisions of this chapter. Every applicant for a building permit shall be deemed to be an applicant for an occupancy permit.
 - c. *Change in use.* No change in use shall be made to an existing building ~~to~~[for](#) another use unless all the applicable provisions of the uniform dwelling code and this chapter are complied with.

(Code 2001, § 54-3; Ord. No. 08-31, § 1, 11-18-2008; Ord. No. 13-17, § 15, 8-20-2013; Ord. No. 17-22, § 3, 12-5-2017; Ord. No. 18-23, § 1, 10-16-2018)

Sec. 54-4. Commercial building code.

- (a) *Adopted.*
 - (1) The following provisions of the Wisconsin Administrative Code, collectively constituting the state commercial building code, are adopted by reference and made part of this chapter as if fully set forth in this chapter:
 - a. Wis. Admin. Code ch. SPS 316, Electrical.
 - b. Wis. Admin. Code ch. SPS 360, Erosion control, sediment control and stormwater management.
 - c. Wis. Admin. Code ch. SPS 361, Administration and enforcement.
 - d. Wis. Admin. Code ch. SPS 362, Buildings and structures.
 - e. Wis. Admin. Code ch. SPS 363, Energy conservation.

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- f. Wis. Admin. Code ch. SPS 364, Heating, ventilating and air conditioning.
 - g. Wis. Admin. Code ch. SPS 365, Fuel gas appliances.
 - h. Wis. Admin. Code ch. SPS 366, Existing buildings.
 - i. Wis. Admin. Code ch. SPS 382, Design, construction, installation, maintenance and inspection of plumbing.
- (2) Any act required to be performed or prohibited by any such provision is required or prohibited by this chapter. Any future amendments, revisions, or modifications of the state commercial building code provisions incorporated in this chapter are intended to be made a part of this chapter to secure uniform state regulation.
- (b) *Commercial buildings; permit and application required.* Notwithstanding the provisions of the state uniform commercial building code, no commercial building (i.e., any building not covered by the uniform dwelling code) shall be built, enlarged, altered or repaired unless a building permit for that work has first been obtained by the owner or owner's agent from the building inspector. Application for such building permit shall be made as required by Wis. Admin. Code § SPS 361.30 and a copy of such permit, together with the plans and specifications for such construction activities, shall be filed with the building inspector for review in accordance with the requirements of the Wis. Admin. Code ch. SPS 361, and the state uniform commercial building code Wis. Admin. Code § SPS 360.66.
- (c) *Design.*
- (1) Pursuant to Wis. Stats. § 443.14, a public building, structure or place of employment shall be designed by an architect or an engineer, except as provided under Wis. Stats. §§ 443.14 and 443.15;
 - (2) Pursuant to Wis. Stats. ch. 443, a component or a system, including an electrical system, a fire protection system, a heating ventilating and air conditioning system shall be designed by an architect, engineer, or a designer of engineering systems, except as provided under Wis. Stats. §§ 443.14 and 443.15;
 - (3) Pursuant to Wis. Admin. Code § SPS 361.30-1, the following buildings are exempt from state plan review containing less than 25,000 cubic feet in volume:
 - a. Buildings of ~~group~~ assembly group A-2 or A-3;
 - b. Business group B;
 - c. Factory group F;
 - d. Mercantile group M;
 - e. Storage group S; and
 - f. Utility and miscellaneous group U. ~~containing less than 25,000 cubic feet in volume.~~
- (d) *Supervision pursuant to Wis. Admin. Code § SPS 361.40.* Except as provided in subsection (e) of this section, the proposed construction of a project within the scope of this code shall be supervised by one or more state registered architects or engineers, except that state registered designers may supervise the installation of heating, ventilating and air conditioning systems, fire protection systems and illumination systems. The person responsible for supervision shall also be responsible for the construction and installation being in substantial compliance with the approved plans and specifications. If the supervising architect, engineer or designer is confronted with a nonconformance with the code during or at the end of construction, that party, together with the designing architect, engineer or designer shall affect compliance or shall notify the department of the noncompliance.

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- (e) *Project not supervised by state-registered architect or engineer.* A project does not require supervision by a state-registered architect or engineer, if the project qualifies under one of the following conditions:
- (1) The building contains less than 50,000 cubic feet total volume.
 - (2) An addition to an existing building does not cause the entire building to contain or exceed a volume of 50,000 cubic feet.
 - (3) For the purposes of this subsection, the utilization of the firewalls to divide up a building does not create separate buildings.
- (f) *Compliance statement.* Pursuant to Wis. Admin. Code § SPS 361.40(4), prior to initial occupancy of a new building or addition, and prior to final occupancy of an alteration of an existing building, the supervising architect, engineer, or designer shall file a written statement with the authority that issued plan approval certifying that, to the best of his or her knowledge and belief, construction of that portion to be occupied has been performed in substantial compliance with the approved plans and specifications. This statement shall be provided on a form prescribed by the department.
- (g) *Change of occupancy or use.* Pursuant to Wis. Admin. Code § SPS 361.03(c)(11), except as provided in Wis. Admin. Code § SPS 361.03(c)(12), no change may be made in the use or occupancy of any building or structure, or any space within a building or structure, that would place the building, structure or space either in a different division of the same group of occupancies or in a different group of occupancies, unless the building, structure or space complies with this code's requirements for the new division or group of occupancies, as these requirements exist on the following dates:
- (1) Pursuant to Wis. Admin. Code § SPS 361.30, the date when plans for the change in occupancy or use are approved by the department or authorized representative;
 - (2) The date a local building permit is issued, if plan submittal and approval is not required under Wis. Admin. Code § SPS 361.30;
 - (3) The date construction is initiated, where subsections (g)(1) and (2) of this section do not apply;
 - (4) The date an occupancy permit is issued, where subsections (g)(1) through (3) of this section do not apply.
- (h) *Existing buildings and structures.* Unless otherwise stated in the state uniform commercial building code, an existing building or structure, and every element, system, or component of an existing building or structure shall be maintained to conform with the building code requirements that applied when the building, structure, element, system, or component was constructed, and to conform to the International Existing Building Code as adopted into the uniform commercial building code.

(i) [Stop work order. If a noted violation to a permitted project is not corrected within 30 days, a stop work order may be served on the owner or the owner's representative, and a copy shall be posted at the construction site. Such stop work order shall not be removed except by written notice of the building inspector after satisfactory evidence has been provided that the noted violations have been corrected.](#)

(Code 2001, § 54-4; Ord. No. 08-31, § 1, 11-18-2008; Ord. No. 17-22, § 4, 12-5-2017; Ord. No. 18-23, § 2, 10-16-2018)

Sec. 54-5. Excavation and grading.

- (a) *Excavations as public nuisance.* Excavations started and not used within six months from the date of initial excavation shall be deemed a nuisance and shall be restored to the original grade level by backfilling, and the owner shall, upon notification from the building inspector in writing, cause such excavation to be properly filled and leveled off within ten days after receiving such notice. Upon failure to comply with such notice, the

building inspector may enter upon the premises with such assistance as may be necessary, causing the condition to be corrected and the costs charged against the property and may become a lien against such property and be assessed and collected as a special tax. This section shall also apply to excavations left by the removal or razing of a building, except that such type of excavation shall be deemed a nuisance 30 days after its creation. Nothing in this subsection is intended to in any way abrogate the responsibility of guarding, fencing or otherwise prohibiting access to open excavations.

(b) *Grading.*

- (1) *Stormwater drainage plan.* At the time a building permit is issued, the building inspector shall provide the permit applicant with a copy of the subdivision stormwater drainage plan prepared by the city in addition to the erosion control permit for such parcel. The stormwater drainage plan shall be accompanied by a copy of section 46-4(f) regarding stormwater drainage easement restrictions.
- (2) *Front and side yard elevations.* The finished grade or elevation of a lawn for any structure measured at a point along the front or sides of such structure shall be not less than 18 inches, nor more than 30 inches above the highest point of the established curb elevation of the abutting streets. In any situation where a building cannot meet the grading requirements set forth in this section due to the topography of such lot or the topography of an abutting street, the building inspector may allow for reasonable variations of such grading requirements.
- (3) *Rear yard elevations.* The rear lot finished grades or elevations before seeding or sodding shall conform with plus or minus one inch, to the grade elevations established by the city-approved stormwater drainage plan for the subdivision in which subject property is located. The property owner shall maintain such elevation.

(Code 2001, § 54-5; Ord. No. 08-31, § 1, 11-18-2008; Ord. No. 17-22, § 5, 12-5-2017)

Sec. 54-6. Littering and damage to property during construction.

- (a) *Prohibited acts.* No person shall cause, maintain or permit the littering of any public or private property with mud, dust, brush, stumps, tree limbs, construction or other types of debris as the result of any construction undertaken within the city. No person shall cause damage to any public street, sidewalk, alley, curb, gutter, sewer system or property. No person shall disturb, damage, or otherwise alter the grade elevation established within any city stormwater drainage easement noted on the property subdivision.

~~(b) *Enforcement.*~~

- ~~(1) Upon issuance of a building or wrecking permit, except for minor alterations, a refundable cash deposit of \$100.00 shall be deposited with the city clerk by the person securing the permit, referred to in this section as the "owner." In lieu of a \$100.00 cash deposit for each building or wrecking permit, an individual or firm may provide a cash deposit of \$100.00 covering all permits issued to that individual or firm. This deposit shall be maintained at \$100.00, and the building inspector shall not issue additional permits if the deposit is not maintained at \$100.00 and any deficit incurred in correcting the violation is first reimbursed to the city. This deposit shall be refunded when the individual or firm no longer has any active permits, provided that no violations are outstanding at the time of refund. This deposit shall constitute an agreement on the part of the owner to assume responsibility for compliance with the terms of this section on behalf of all persons directly or indirectly employed in the work for which such permit was secured. In addition to such deposit, the owner shall submit a signed, written statement, filed with the building inspector, setting forth the condition of the street, sidewalk, alley, curb, gutter, sewer system or other public property. Any claim of damage or debris existing prior to commencement of work under the building permit may be inspected and certified by the building inspector and shall not be the liability of the claimant. The building inspector may waive the~~

~~requirements of a cash deposit if he or she determines that the proposed construction is limited in scope and unlikely to cause any littering or damage.~~

- ~~(2) If any authorized deputy of the director of public works determines that a violation exists, written notice shall be given the foreman on the site and/or the owner, ordering compliance within not less than four hours nor more than 48 hours. Upon expiration of the order, if compliance has not been achieved, the city may undertake to correct the violation, with all costs being deducted from the cash deposit posted by the owner. If the cost to the city of correcting a violation shall be more than \$100.00, the remainder shall be charged to the owner in the form of a special assessment on the property taxes.~~
- ~~(3) If the owner transfers title of the property prior to payment of all charges for the correction of violations of this section, responsibility for payment shall remain with him or her and no further permits will be issued until such payment is made.~~
- ~~(4) Upon completion of final inspection by the building inspector, the cash deposit shall be returned, less any deductions made for the corrections of violations by the city.~~

(Code 2001, § 54-6; Ord. No. 08-31, § 1, 11-18-2008; Ord. No. 13-17, §§ 13, 14, 8-20-2013)

Sec. 54-7. Fences and hedges.

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

Fence means ~~an enclosing barrier, screening or wall consisting of wood, stone, metal, or other material. A human-made barrier constructed of wood, iron, stone, or other material erected for the purpose of protection, confinement, enclosure, or privacy.~~

- (b) *General regulations.* No fence shall have sharp or pointed pickets dangerous to life or limb. Hedges and other plantings shall be continuously trimmed and all parts thereof confined to the property on which they are planted. The owner of the property shall be responsible for locating all property lines prior to construction of any fence. Fences, walls and hedges may be located along a lot line and shall not encroach on the adjacent properties.

- (c) *Residential fences.*

- (1) No fence exceeding three feet in height shall be allowed within the front yard or ~~corner street~~ side yard building setback limits, except fences may be constructed to a height of four feet in ~~corner street~~ side yards and front yards of lots provided the same is a see-through design (60 percent, plus visibility).
- (2) The maximum height of fences on any other property line shall not be more than six feet.
- (3) A fence may be allowed to be constructed to eight feet in height abutting a nonresidential zoned property.
- (4) Fences, walls, and hedges shall comply with the vision triangle requirements of subsection (d) of this section.
- (5) The most attractive side of a fence shall face the adjoining property, meaning that the structural supporting elements are located on the inside of the property.
- (6) Fences, walls and hedges installed or constructed in a drainage easement shall not impede normal water drainage. Fences, walls and hedges installed or constructed in a utility easement may be removed by the utility contractor at the owner's expense.
- (7) The following are prohibited:
 - a. Barbed wire fences;

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- b. Permanent chicken wire;
 - c. Wire or plastic mesh-type fencing with a wire mesh diameter thinner than 11-gauge wire;
 - d. Hardware cloth;
 - e. Snow fencing;
 - f. Agricultural fencing, including, but not limited to, deer fencing, electrical fences, and single, double and triple strand fences.
- (d) *Vision triangle clearance.* The vision triangle area is defined as follows: Beginning at the intersection of the projected street curbing lines of two intersecting streets; thence 30 feet along one property line; thence diagonally to a point 30 feet from the point of beginning on the other property line; thence to the point of the beginning.
- (1) No obstructions shall be permitted in the triangular area except for landscaping and fences as regulated by the fence ordinance.
 - (2) Shrubs, trees, and other vegetation shall not exceed 30 inches in height and shall be largely see-through or shall not create a traffic vision hazard. The building inspector shall be primarily responsible for determining that such growth is maintained to this height and shall notify the property owner and direct that such hedge be trimmed to the height consistent with safe use of a public right-of-way or removed if necessary.
 - (3) All new and existing deciduous trees shall be free of branches up to a height of six feet above the ground. Coniferous (evergreen) trees shall be maintained so as not to cause a vision traffic hazard.
 - (4) A ten-foot vision triangle shall be observed at property lines abutting alleys.
- (e) *Fence height.* The height of the fence shall be determined from the finished grade to the top of the highest portion of the fence panel. Where the fence is separated by a grade difference with a neighboring property, such as a retaining wall or berm, the fence height shall be determined based on the average of the highest and lowest grade.
- (f) *Commercial/industrial fences.* Fences used for industrial or commercial purposes shall have a maximum height of eight feet. Arms or extensions which project from the fence must project into the lot proper. No fence or other structure consisting in whole or in part of barbed wire, rods, bands or other material dangerous to life and limb, shall be erected along or within four feet of any public streets, sidewalks, or alleys in the city.
- (g) *Enforcement and penalties.* Any person who violates the foregoing provisions shall be subject to a forfeiture of not less than \$5.00 and not more than \$200.00 for each offense. Upon notification of violation by the building inspector, each day a violation is allowed to continue to exist shall constitute a separate violation.
- (Code 2001, § 54-7; Ord. No. 18-23, § 2, 10-16-2018; Ord. No. 21-03, § 1, 2-17-2021)

Sec. 54-8. Swimming pools, hot tubs, spas and backyard ponds.

- (a) *Purpose.* The purpose of this section is to provide for the health, safety and welfare of all individuals and to provide land use controls in the city.
- (b) *Application.* This section shall apply to all new, remodeled, altered and relocated private swimming pools, hot tubs, spas and ponds.
- (c) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Backyard pond or landscape pond means any naturally occurring or manmade depression in the ground containing or detaining water, either temporary or permanent which is 18 inches or greater in depth and is used for the purpose of a fishpond or landscape water garden. The term "backyard pond" or "landscape pond" does not include retention or detention ponds used for a stormwater management plan required by the city as a requirement under chapter 28.

Portable pool means a container of water less than 18 inches in depth that can be readily disassembled for storage and reassembled to its original integrity.

Spa or hot tub means a hydro massage pool or tub for recreational or therapeutic use, designed for immersion of users, which may or may not have a filter, heater and motor driven blower.

Swimming pool means any depression in the ground, either temporary (installed for a period of less than seven days) or permanent (installed for a duration of more than seven days), or an above ground or below ground container of water, either temporary or permanent, which is 18 inches or greater in depth used primarily for the purpose of wading or swimming, excluding portable pools.

(d) *Permit required.* Before commencing the construction and installation of a swimming pool, hot tub, spa, or pond, a permit authorizing such construction must be obtained from the building inspector. Permit applications shall be accompanied by fully dimensioned plans showing the following information:

- (1) Location of swimming pool, hot tub, spa or pond on the lot showing the distance from property lines, easements and structures;
- (2) Location of overhead and/or underground wiring in relation to swimming pool, hot tub, spa, or pond;
- (3) Dimensions and depth of swimming pool, hot tub, spa or pond;
- (4) Type, location and height of fence, either existing or proposed;
- (5) Type, dimensions and location of deck if proposed.

(e) *General requirements.*

- (1) Swimming pools, hot tubs, spas, and ponds shall not be allowed in the front yard and interior side yard building setbacks of interior lots.
- (2) Swimming pools, hot tubs, spas and ponds shall not be allowed in the front yard, corner side yard and interior building setbacks of corner lots.
- (3) Interior side yard and rear yard setbacks for swimming pools, hot tubs, spas and ponds shall be a minimum of ten feet measured from the property line.
- (4) Swimming pools shall not be located closer than five feet to any structure other than a deck.
- (5) Swimming pools, hot tubs and spas shall not be located in utility or drainage easements and shall not be located in a conservancy.
- (6) All plumbing shall meet the requirements of Wis. Admin. Code § SPS 382.85.
- (7) All electrical work shall meet the requirements of the state electrical code, Wis. Admin. Code ch. SPS 316 and the National Electrical Code.

(f) *Fence requirements.*

- (1) A fence of not less than four feet in height, measured from grade, shall completely enclose all swimming pools, hot tubs, spas and ponds with the following exceptions:
 - a. Hot tubs and spas do not need fence protection [as long as if](#) their covers can be fastened and key locked when unattended and shall be able to withstand 150 pounds.

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- b. Where decks surround or adjoin an aboveground swimming pool, hot tub, spa or pond, a three-foot minimum height guardrail mounted to and measured from the deck surface to the top of the guardrail will be considered as meeting the fencing requirements as long as the design and construction regulations of this section are complied with and the overall vertical measurement from grade (ground) level to the top of the guardrail is a minimum height of four feet. Sides of stairs and gates leading to a deck shall also comply with the requirements of this section. Interior side yard and rear yard setbacks for a detached deck surrounding a swimming pool, hot tub, or spa shall be measured ten feet from the property line.
- c. Ponds may be exempt from the fence requirements if an approved wire screen, mesh or grate is placed and maintained three to four inches below the waterline of sufficient strength to withstand a weight of 100 pounds.
- (2) Fences shall be located a minimum of four feet beyond the outside perimeter of a swimming pool, hot tub, spa or pond.
- (3) Fences shall be constructed and designed so-as-to prevent penetration of an object greater than four inches in diameter through or under the fence.
- (4) Fences shall be able to withstand 200 pounds of force in any direction and shall be properly maintained in a good state of repair and appearance.
- (5) Fences with horizontal boards, spaced more than one inch apart, are prohibited.
- (6) All gates or doors opening through a fence enclosure shall be kept securely closed at all times while unattended and shall be equipped with a self-closing and self-latching device designed to keep such gate or door securely closed. All gates or doors shall comply with all other height and structural requirements of this section.
- (7) Portable pools do not need fence protection but must be drained or covered in such a manner as to provide public safety when left unattended.
- (8) To ensure public safety, variances for lesser fence heights than specified in this section shall not be granted.
- (g) *Shielding lights.* Lights used to illuminate any residential swimming pool, hot tub or spa shall be so arranged and shaded as to reflect light away from adjoining premises.
- (h) *Drainage.* In no case shall any swimming pool, hot tub, or spa be drained onto properties other than that of the owner of the swimming pool, hot tub or spa.
- (i) *Sanitation.* Filtration systems shall be maintained in proper working order. The swimming pool, hot tub or spa shall be kept clean and in sanitary condition at all times.
- (j) *Unnecessary noise.* No person shall make, continue or cause to be made or continued, at any swimming pool, hot tub, or spa any loud, unnecessary or unusual noise or any noise which annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others. In the operation of the swimming pool, hot tub or spa, the use or permitting the use or operation of any radio, receiving set, musical instrument, phonograph or other machine or device for the producing of sound in such a manner as to disturb the peace, quiet and comfort of the neighboring inhabitants, or at any time with louder volume than is necessary for convenient hearing of the persons who are in the residential swimming pool, hot tub or spa premises, shall be unlawful.
- (k) *Interference with enjoyment of property rights.* No residential swimming pool, hot tub or spa, shall be so located, designed, operated or maintained so-as-to interfere unduly with the enjoyment of the property rights of owners of property adjoining such residential swimming pool, hot, tub or spa located in the neighborhood of such residential swimming pool, hot tub or spa.

(Code 2001, § 54-8; Ord. No. 08-31, § 1, 11-18-2008; Ord. No. 17-22, § 6, 12-5-2017; Ord. No. 18-23, § 3, 10-16-2018)

Sec. 54-9. Moving or razing buildings.

(a) *Permit required.*

- (1) Except as provided below, a permit is required to move or raze any building in the city. Before such permit is granted by the building inspector, the party applying therefor shall submit a properly completed application for the permit to the building inspection [department division](#). Such application shall include:
 - a. Name of applicant;
 - b. Name and address of property owners;
 - c. Address and legal descriptions of property involved;
 - d. Description of work to be completed, including street route and travel time where building moving is involved; and
 - e. Such other information as determined necessary by the building inspector.
- (2) The permit shall require the applicant to indemnify and hold harmless the city from any and all liability arising from said moving or razing activities.
- (3) A permit shall not be required for moving or razing private accessory sheds.

(b) *Bond required.* The applicant shall include with such application a surety bond in the sum of \$5,000.00, which bond shall indemnify the city from any costs and expenses which may accrue against the city as the result of granting such permit.

(c) *Insurance requirements.* No permit to move or raze any building shall be granted until the applicant files a certificate of insurance naming the city as an additional insured with the city clerk, giving evidence of liability insurance in the following amounts:

(1) *Moving permit.*

- a. Public liability:
 1. Bodily injury:
 - (i) \$1,000,000.00 each occurrence;
 - (ii) \$2,000,000.00 aggregate.
 2. Property damage:
 - (i) \$500,000.00 each occurrence;
 - (ii) \$1,000,000.00 aggregate.
- b. Auto liability:
 1. Bodily injury:
 - (i) \$100,000.00 each occurrence;
 - (ii) \$300,000.00 aggregate.
 2. Property damage: \$100,000.00 each occurrence.

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- (2) *Razing permit.* Public liability:
- a. Bodily injury:
 1. \$1,000,000.00 each occurrence;
 2. \$2,000,000.00 aggregate.
 - b. Property damage:
 1. \$500,000.00 each occurrence;
 2. \$2,000,000.00 aggregate.
- (d) *Compliance with state law.* The permit holder shall comply with all relevant state statutes and other applicable provisions of this Code.
- (e) *Additional conditions for moving permit.*
- (1) Applicant shall obtain a street closure permit from the department of public works. Such permit request shall include all necessary approvals from public utilities or communications carriers.
 - (2) The street closure permit may order the move to occur between the hours of 6:30 p.m. and 6:00 a.m. for public safety reasons.
 - (3) The progress in moving any building shall be as continuous as possible during the hours of the ~~day,~~ ~~and day,~~ day by day, and night if the building inspector or street closure order requires, until complete, with the least possible obstruction of traffic movement.
 - (4) No building shall be allowed to remain overnight on any street crossing or intersection so near thereto as to prevent easy access to any fire hydrant, driveway or within 50 feet of the property line of the intersection of the street extended. Any building left in the street overnight shall be barricaded to protect traffic in accordance with the latest state department of transportation Manual of Uniform Traffic Devices.
 - (5) Tree trimming.
 - a. No permit shall be granted to move a building in, along or upon the public streets of the city if the measurements shown on the application indicate that street trees along the proposed route will be injured. Trees and shrubs shall not be trimmed or otherwise disturbed without the approval of the director of parks, recreation and forestry and their owner.
 - b. If it is necessary to trim any city-owned trees or shrubs to move the building and such trimming is approved by the director of parks, recreation and forestry, such department will trim the trees or shrubs and bill the party receiving the permit. The sureties referred to in this section shall be held until full payment of the costs of such trimming is received from the permit holder.
- (f) *Additional conditions for razing permit.* Except as provided below, a razing permit may be issued not less than ten calendar days following the building inspector's receipt of a fully completed application, unless the chair of the historic preservation commission, in writing, earlier notifies the chief building inspector or assistant building inspector of its non-interest in or completion of documentation of the property.
- (1) The building inspector shall forward such completed application to the chair of the historic preservation commission for it to determine whether the structure subject to the razing permit is listed on the national, state or local register of historic places or if the structure is included in a federal, state or local historic district as a contributing structure. The historic preservation commission may document such structure within the ten-calendar-day period as permitted by property owner.

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- (2) If such structure is listed as on the local register of historic places or if such structure is listed as a contributing property in a local historic district under section 38-6, the regulations of that chapter shall govern the issuance of any permit to raze the structure.
 - (3) This subsection shall not apply to structures for which an order has been issued for razing or rehabilitation in accordance with Wis. Stats. § 66.0413 or section 94-12.

(Code 2001, § 54-9; Ord. No. 14-01, § 1, 1-7-2014; Ord. No. 15-30, § 1, 11-3-2015; Ord. No. 17-22, § 7, 12-5-2017; Ord. No. 18-23, § 3, 10-16-2018)

Sec. 54-10. Fees for building permits and inspections.

- (a) *Payment.* At the time the application for a [building required](#) permit is ~~filed~~ [filed, reviewed, and conditionally approved](#), the applicant shall pay such fees for such services as are determined by resolution of the common council. Such fees may include late fees, [reinspection fees](#) and [additional fees for working without a permit.\[expedited processing.\]\(#\)](#)
- (b) *Fee calculation.* For all fees based upon building square footage, the square footage calculation shall include all floor levels, basements, attached garages and all spaces enclosed under a roof. All fees so calculated shall be rounded to the nearest dollar.
- (c) *Permit duration.* All permits requiring state approval and all permits for initial construction of one-family and two-family dwellings shall be valid for a period of two years from date of issuance. All other permits shall be valid for one year from date of issuance. Renewal of expired permits shall include fee assessments for such renewal in addition to other fees required by law.

(Code 2001, § 54-10; Ord. No. 08-31, § 1, 11-18-2008; Ord. No. 18-23, § 3, 10-16-2018)

Sec. 54-11. Heating, ventilating and air conditioning permit fees.

- (a) *Permit required.* No person shall repair or install any furnace/boiler, air conditioner, fireplace or wood burning stove, or commence any other heating, ventilating or air conditioning work in any structure under the scope of this chapter, or as provided by any Wisconsin Administrative Code provisions adopted under this section, without first obtaining a permit ~~therefor~~ from the building inspector. In addition to any plans and specifications which may be otherwise required by this chapter, the building inspector may require additional information consistent with his or her duty to review such plans prior to issuing a permit under this section.
- (b) *Fees.* The applicant shall, at the time such permit application is filed, [reviewed, and conditionally approved](#) pay such fee for such services as determined by resolution of the common council. Such fees may include late fees, [reinspection fees](#) and fees for [working without a permit.\[expedited process.\]\(#\)](#)
- (c) *Areas included in calculation.* For all fees based upon building square footage, the square footage calculation shall include all heated floor levels, basements, attached garages and all spaces enclosed under a roof. All fees so calculated shall be rounded to the nearest dollar.

(Code 2001, § 54-11; Ord. No. 08-31, § 1, 11-18-2008; Ord. No. 13-17, § 15, 8-20-2013; Ord. No. 17-22, § 8, 12-5-2017; Ord. No. 18-23, § 3, 1-16-2018)

Sec. 54-12. Tents and temporary structures.

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

Temporary structure means any tent, trailer or other structure used for human shelter which is designed to be transportable.

Tent means any temporary structure or enclosure, the roof of which and/or one-half or more of the sides are constructed of silk, cotton, canvas, fabric, or sim.

- (b) *Requirements.* Provided is a list of requirements for the life, health, and safety to the use for tents and temporary structures. It is the license/permit holder's responsibility to comply with the applicable section of this chapter, adoptions of the state uniform commercial building code, International Mechanical Code, International Fuel and Gas Code and the International Fire Code.
- (1) *Use period.* The provisions of this section shall apply to temporary tents or structures erected for a period of less than 180 days.
 - (2) *Permit.* Temporary structures that cover an area in excess of 200 square feet, including connecting areas or spaces with a common means of egress or entrance, which are used or intended to be used for the gathering together of ten or more persons, shall not be erected, operated or maintained for any purpose without obtaining a permit from the building inspector.
 - (3) *Construction documents.* A permit application and construction documents shall be submitted to the building inspector for each installation of a tent or temporary structure. The construction documents shall include a site plan indicating the location and information delineating the means of egress (MOE) and the anticipated occupant load.
 - (4) *Location.* Temporary tents and structures shall be located in accordance with the adopted International Building Code Table 602 based on the fire-resistance rating of the exterior walls for the proposed type of construction.
 - (5) *Electrical installations.* Electrical systems in all tents that accommodate more than 50 people shall be installed in accordance with the requirements of the Wis. Admin. Code ch. SPS 316. All such systems shall be maintained and operated in a safe and workmanlike manner. All systems shall be properly grounded, GFCI protection to all outlets with UL approved enclosures, and cables on the ground in areas traversed by the public shall be protected by approved covers.
 - (6) *Exits.* Exits shall be spaced at equal intervals around the perimeter of the tent or structure and shall be located no more than 100 feet apart.
 - a. Occupants of 49 or less and a common path of egress travel distance not to exceed 100 feet shall require a minimum of one exit.
 - b. Occupants of 50 or more shall have a minimum of two exits located at or near the opposite ends of the tent or structure.
 - c. Exits shall be uniformly distributed but in no case shall the line of the exit travel distance be greater than 100 feet.
 - (7) *Portable fire extinguishers.* Fire extinguishers with a minimum rating of 2A-10B:C shall be provided in all tents used as places of outdoor assembly where more than 50 persons can be accommodated and shall be placed within 75 feet of any point within the tent or structure.
 - (8) *Structural elements and wind loads.* Tents and temporary structures shall be designed and constructed to resist any lateral and uplift forces of a design wind load of 90 miles per hour.
 - (9) *Flame-resistant treatment.* Required for all tents and membrane structures where cooking takes place.
 - (10) *Heating or cooking equipment.* Tanks, piping, hoses, fittings, valves and tubing, and other related components shall be installed in accordance with the adopted 2009 International Mechanical Code and the International Fuel and Gas Code. LP gas containers shall be located outside. Containers 500 gallons

or less shall have a minimum separation of ten feet between container and tents or membrane structures. Gas cylinders shall be adequately secured.

- (11) *Combustibles and tent maintenance.* All weeds and combustible vegetation shall be removed from the area adjacent of or within 30 feet of any tent. The grounds both inside and outside of tents shall be kept free and clear of combustible material and waste. The waste shall be stored in approved containers or removed from the premises.
- (12) *Smoking shall not be permitted.* No smoking allowed in the tents or structures and approved "No Smoking" signs shall be conspicuously posted.

(Code 2001, § 54-12; Ord. No. 18-23, § 4, 10-16-2018)

Sec. 54-13. Portable storage pods/containers and dumpsters.

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

Portable storage pods/containers and dumpsters means portable weather resistant container greater than 385 cubic feet (seven feet by seven feet by eight feet) used for storage and containment of household goods, wares, building material, and other miscellaneous goods.

- (b) *Portable storage container use.*

- (1) No more than one portable storage container on a property at any given time.
- (2) No portable storage container shall be allowed for more than 30 days on a property unless an extension is given by the building inspector.
- (3) Portable storage containers shall not be larger than eight feet wide, 20 feet long, and eight feet high.
- (4) Portable storage containers shall not be placed on the street, city right-of-way, sidewalk, nor cause a vision hazard to traffic.
- (5) Portable storage containers shall be stored on a hard surface only (concrete, asphalt, or brick pavers).

- (c) *Dumpsters may be used for the duration of a building or alteration project.* Once the project has been completed, the dumpster shall be removed from the property within 30 days.

(Code 2001, § 54-13; Ord. No. 18-23, § 5, 10-16-2018)

Sec. 54-14. Violations and penalties.

- (a) *Records.* The building inspector shall perform all acts and keep all records required under the uniform dwelling code or other state or municipal code adopted hereby. ~~In addition thereto, the~~ The inspector shall keep applications for building permits for such purposes and shall regularly number each such permit. A record showing the number, description, and size of all buildings erected indicating the kind of materials used and the cost of each building aggregate cost of all one-family and two-family dwellings shall be kept.
- (b) *Penalty.* No person shall erect, use, occupy or maintain any building or structure subject to regulation under this chapter in violation of any provision of this chapter or to cause or permit any such violation to be committed. Any person violating any provision of this chapter shall, upon conviction, be subjected to a forfeiture as determined by resolution of the common council, together with the costs of prosecution, and if in default of payment, shall be imprisoned for a period of not less than one day nor more than six months, or until such forfeiture and costs are paid. For the purposes of this subsection, each 24-hour period any such violation is allowed to exist shall constitute a separate violation.

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(Supp. No. 4)

(Code 2001, § 54-14; Ord. No. 08-31, § 1, 11-18-2008; Ord. No. 14-20, § 1, 12-16-2014; Ord. No. 18-23, § 3, 10-16-2018)

Sec. 54-15. Appeal of building inspection decisions.

Any person feeling aggrieved by an order or determination of the building inspector may appeal from such order or determination as provided by state law. If state law is not applicable, appeal may be to the board of appeals under procedures customarily used to effectuate an appeal to the board of appeals.

(Code 2001, § 54-15; Ord. No. 08-31, § 1, 11-18-2008; Ord. No. 18-23, § 3, 10-16-2018)



City of De Pere, Wisconsin

I.8

**Request for Finance/Personnel Committee
Action**

MEETING DATE: June 10, 2025
DEPARTMENT: Development Services
FROM: Daniel Lindstrom, Development Services Director
SUBJECT: Consideration and Possible Action on the Review of the 30% Design Phase of the Downtown Parking Structure in connection with the Redevelopment of the former Shopko Site.
RECOMMENDED ACTION: Staff recommends approval of this item subject to the terms in the attached memo.

ATTACHMENTS:

1. Parking Structure 30% Design Review Memo, Exhibit A - Revised Redevelopment Site Master Plan, Exhibit B - Parking Structure Site Area Plan and Layout (GRAEF), Exhibit C - Parking Structure DRAFT Elevations (BS), Exhibit D - Parking Structure DRAFT Cost Estimate (Miron), City of De Pere Additional Services - Pressure-meter testing

CITY OF DE PERE MEMO



To: Mayor James Boyd
Finance and Personnel Committee
From: Daniel Lindstrom, Development Services Director
Date: June 10, 2025

RE: Consideration and Possible Action on the Review of the 30% Design Phase of the Downtown Parking Structure in connection with the Redevelopment of the former Shopko Site.

Recently, the City entered into an agreement with developers to redevelop a former Shopko retail store. The preliminary redevelopment project includes approximately 27,800 square feet of retail space, 27,500 square feet of office and commercial space, 110–130 apartment units, 20–30 condominium units, and a 90-room hotel (75,000 square feet). The development will also feature a publicly accessible walkable plaza, private structured parking stalls, and reconstruction of the 200 block of N Wisconsin ST and the re-establishment of the 500 block of William ST. Additionally, the City will construct a publicly owned parking structure to enable further development of surrounding public parking lots into mixed-use sites.

Conceptual exhibits, including renderings of the parking structure, are attached as Exhibit A. The first two buildings are scheduled to break ground in spring/summer 2025. With a private construction value of nearly \$90 million, the total project could contribute \$60–\$70 million in assessed value growth over the next five years, with additional growth from surrounding developments. Since 2023, the City has engaged Walker Consultants to modernize its parking systems, focusing on:

- Theory of Parking Operations
- Parking Garage Theory of Operations
- Financial analysis of the parking garage, including capital costs, debt issuance projections, and O&M projections over 25 years.

Additionally, the City has collaborated with GRAEF and Berners Schober on the design of the public parking structure and recently engaged Miron Construction as a Construction Manager at Risk (CMaR) to control costs for the parking ramp. Staff presented the RFPs that selected these firms in December 2024 and January 2025. The project is currently in its 30% design phase, with ongoing data gathering, site fit studies, conceptual layouts, and meetings with City stakeholders to assess development constraints. The project is now being presented to the Committee for review and input. The City anticipated the following scope:

- Communicate with stakeholders and developer landowners;
- Exterior elevations and color samples;
- Access;
- Pedestrian and bicycle facilities;

- Streetscape: parking orientation, number of parking spaces, landscaping, lighting, amenities, etc.;
- The stormwater management system, which includes coordination with the Engineering Division to meet 40% TSS for the redevelopment site;
- Public utility considerations;
- Work with the City's parking consultant for proposed technology integrations for security and control systems; and
- Evaluation of enlarged footings to construct additional residential units on top of the parking structure, if desired.
- Prepare an engineer's cost opinion associated with the project's construction as described in the Scope of Services sections. Staff notes that a precast engineering analysis may be separate from the traditional Architectural, MEP (Mechanical, Electrical, Plumbing), and Civil Engineering for site development; as such, state within a proposal what is and is not included with the proposer's design estimate.

Design Constraints

City staff engaged with the Common Council, community members, and the developer throughout the initial term sheet process. Recognizing the importance of seamlessly integrating the parking structure into the downtown, staff prioritizes height, building materials, and color choices to ensure it complements the surrounding architecture—aligning with the overarching goal of “making it look more like a building and less like a parking ramp.”

Another key consideration is designing the structure to be future-ready, incorporating EV charging expansion capabilities and automated systems such as Parking Access Revenue Control Systems (PARCS) and smart lighting. These features aim to minimize neighborhood impact and reduce staff workload, ensuring efficiency and sustainability for years.

Staff also evaluated the possibility of enlarging footings for future expansion in 25+ years. However, it was determined that the cost of enlarging footings, increasing electrical services, and planning for a potential sprinkler system for a ramp that might never be expanded was too high at the time.

30% Design Highlights

Size:	240' x 124'
Parking Stalls:	Approximately 250 stalls
Entry:	Single entry point from Wisconsin ST
Access:	Stairwells on SW and SE corners with elevator on SW corner
Levels	Partial level below ground, three levels above ground
Parking Alignment:	90-degree stalls with two-way traffic
North Façade:	Precast panel system, metal panel window surrounds and window grates
East Façade:	Precast panel system, embedded thin brick in precast, metal panel window surrounds and window grates, and stairwell
South Façade:	Precast panel system, embedded thin brick in precast, metal panel window surrounds and window grates
North Façade:	Precast panel system, embedded thin brick in precast, metal panel window surrounds, vehicle entry
Ventilation:	Open air
Sprinklers:	No, not required per code

Electric Vehicle Charging:	Yes, planned in the program
Lighting:	Smart lighting, is planned in the program (programmed and sensor dimmable)
Payment System:	Parking Access Revenue Control Systems (PARCS)
Landscaping:	To be planned on the east façade to buffer the neighborhood
Stormwater:	TBD, attempting to connect to the regional system.

30% Design Questions:

Cast-In-Place vs Precast System

A cast-in-place ramp has a longer lifespan and lower maintenance costs than a typical precast system. However, this durability comes at a cost—both in terms of budget and construction timeline. Cast-in-place systems are exposed to the elements and require a longer on-site curing period before construction can proceed to the next level. In contrast, precast panels are formed and poured in a controlled environment, then delivered to the site and assembled quickly. Unfortunately, precast systems require more frequent maintenance to protect joint lines and fasteners from corrosion.

GRAEF recommends a hybrid system that combines a precast structure with a cast-in-place top cap on the deck. This approach offers two key benefits:

- No exposed joint lines, resulting in lower annual maintenance costs.
- A quieter ride for vehicles, reducing noise impact on nearby residential areas.

The hybrid system is more affordable than a fully cast-in-place system but slightly more expensive than a standard precast system. According to the initial estimate, the hybrid concrete system costs approximately \$5,350,000. A cast-in-place system would increase costs by 10–15%, whereas a precast system would initially reduce costs by 10–15%, though it would incur higher future maintenance expenses.

The precast system design incorporates thin/veneer brick embedded into the precast panel, making it a hybrid approach compared to a standard form liner with painted concrete or full-dimensional brick. Opting for full-dimensional brick would add \$300,000 to \$400,000 due to site setup and winter conditions. A precast, painted panel system would reduce the overall cost of concrete but increase initial staining labor and future restaining maintenance.

Staff Recommendation: A hybrid precast system with a cast-in-place cap.

Staff Recommendation: A hybrid precast system with embedded veneer brick.

Elevator

An elevator is not required due to the size and scale of the parking structure. However, considering the hotel amenities, roller luggage, and adjoining residential uses, the initial \$250,000 investment would provide significant convenience for ramp users

Staff Recommendation: Include an elevator in the design and construction.

Additional Geotechnical Work

Graef is requesting additional scoping to include soil testing to assess whether rammed aggregate piles/piers would be a viable solution for the soft clay soils beneath the structure. If deemed feasible, this approach could result in earthwork savings of \$150,000 to \$200,000.

Staff notes that rammed aggregate piles/piers are being incorporated into the 550 West William ST multi-family development, making it a likely plausible solution for this project as well.

Staff Recommendation: Approve of design contract amendment in an amount of \$15,000 to GRAEF to include additional geotechnical work for testing related to possible Rammed Aggregate Pier foundation system.

Moreover, the City is evaluating moving the structure 20' to the south and if possible would reduce the need for earth retention adjacent to 550 West William project – resulting in \$320,000 in cost savings.

Budget

Staff initially anticipated borrowing \$7,750,000 in 2025 for a 220-stall parking structure; however, this estimate was based on industry averages without accounting for site-specific parameters. The cost of amenities, site accommodations, soil conditions, and preferred aesthetics all contribute to construction costs and vary by location.

Miron's cost estimate ranges from \$9,750,000 to \$10,875,000. The site footprint and preliminary design, which aim to keep the structure above ground as much as possible, have allowed for an increase in total parking stalls to 250, up from the original 220. The additional 30 stalls account for \$1,050,000 of the revised estimate.

Considering the potential cost reductions outlined earlier, staff anticipates the final cost of the parking structure to be between \$9,500,000 and \$9,750,000, or approximately \$38,000 to \$39,000 per stall, excluding design expenses.

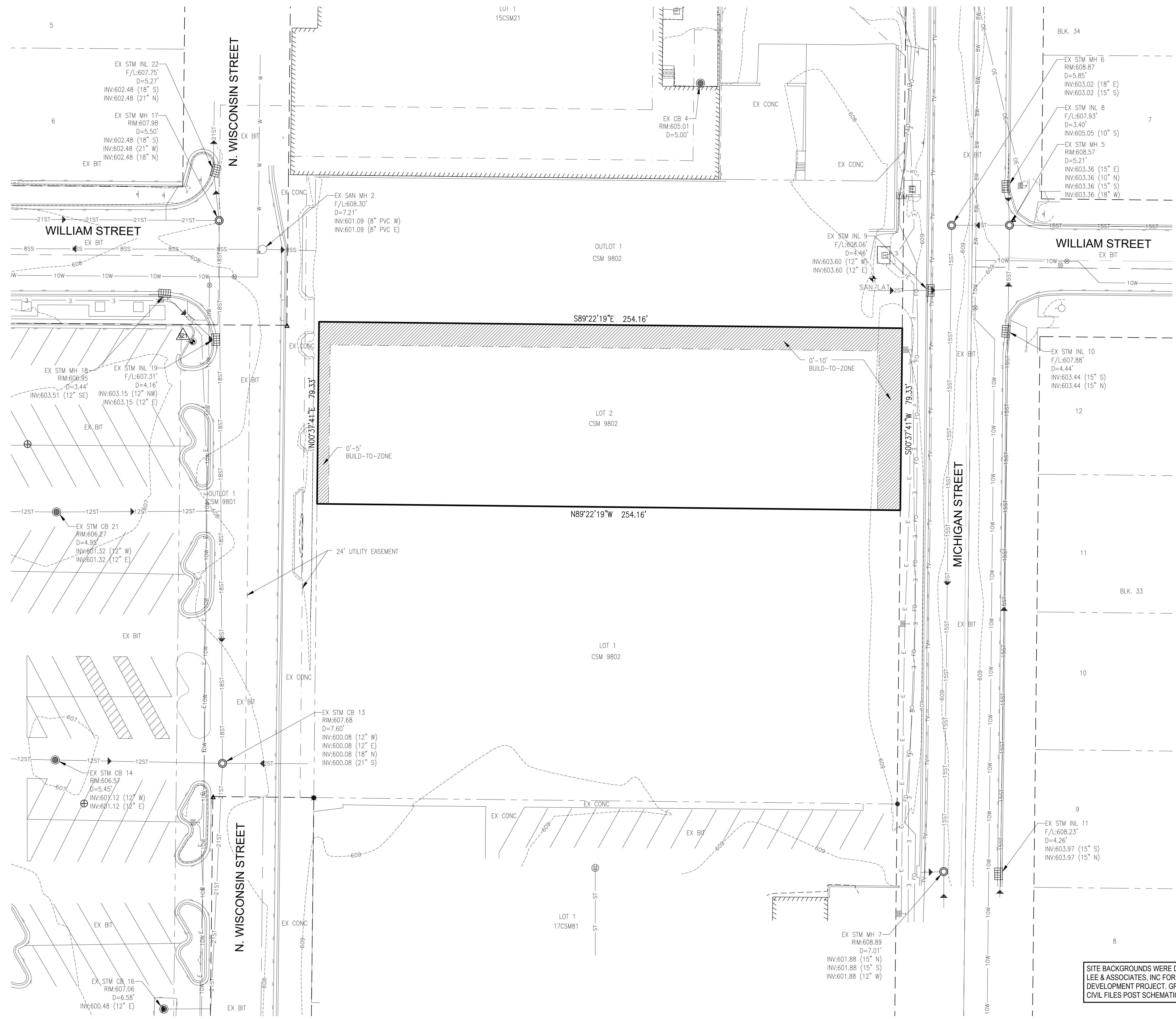
Staff anticipates the majority of the funding to come from TIF, with the general fund assisting in the early years of the TID while new values are established. Staff will present the funding and 25-year proforma at the meeting.





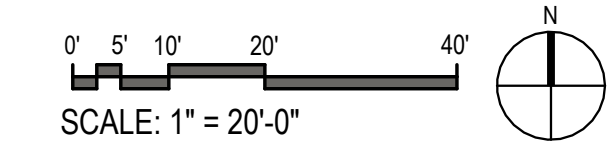


30% OWNER REVIEW SET - NOT FOR CONSTRUCTION



SITE BACKGROUNDS WERE DEVELOPED BY ROBERT E. LEE & ASSOCIATES, INC FOR THE ADJACENT MIXED USE DEVELOPMENT PROJECT. GRAEF WILL PROVIDE SITE CIVIL FILES POST SCHEMATIC DESIGN PHASE.

A1 EXISTING SITE CONDITIONS PLAN
 1" = 20'-0"



PROJECT INFORMATION:

PROJECT NUMBER: 2025-0025.00
 DATE: 04/28/2025
 DRAWN BY: JLG
 CHECKED BY: JLG
 APPROVED BY: JLG
 SCALE: AS NOTED

SHEET TITLE:

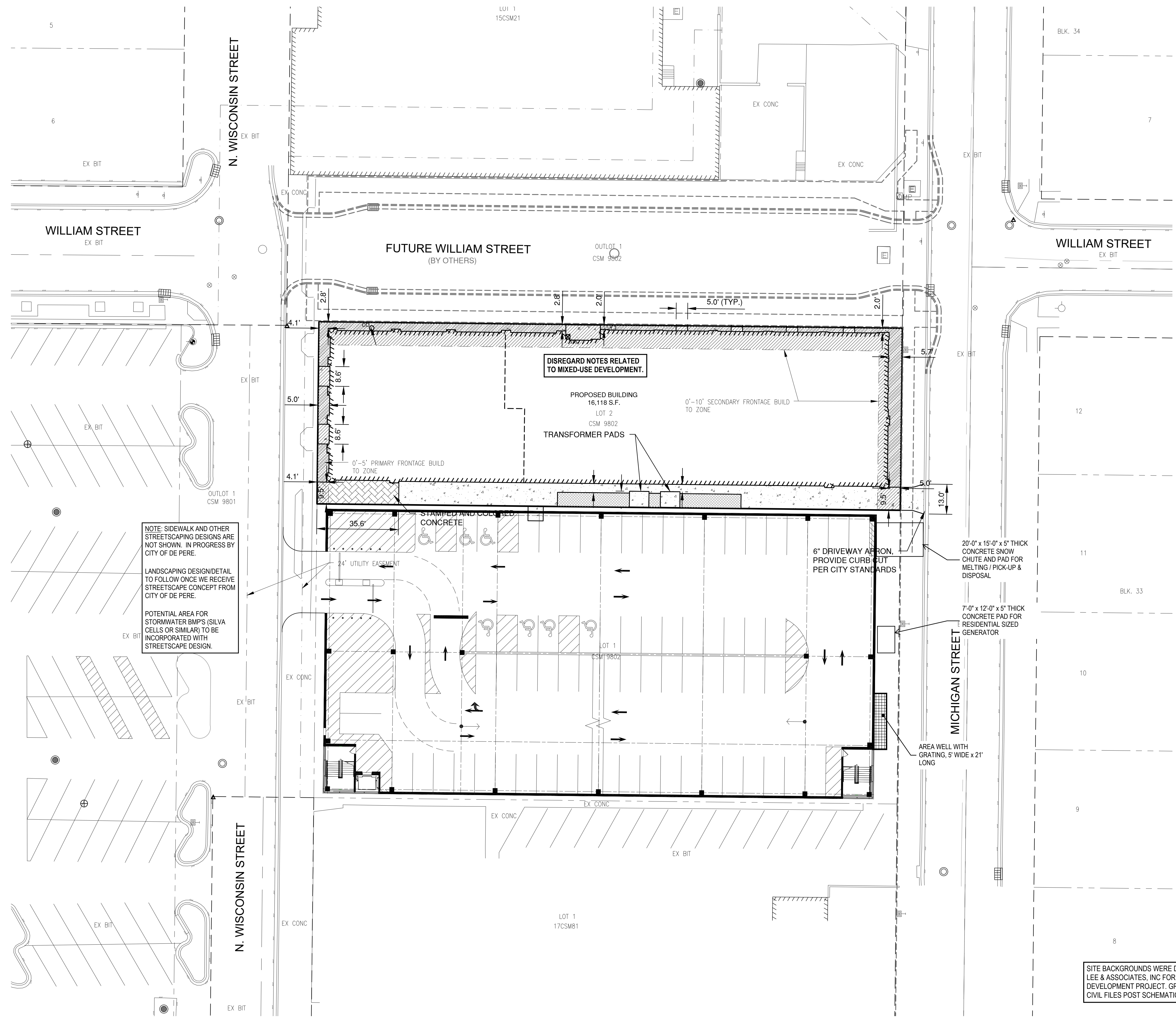
EXISTING SITE CONDITIONS
 PLAN

SHEET NUMBER:

C-100



30% OWNER REVIEW SET - NOT FOR CONSTRUCTION



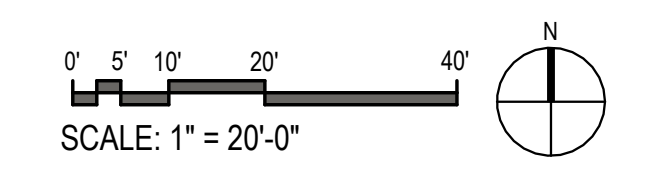
NOTE: SIDEWALK AND OTHER STREETSCAPING DESIGNS ARE NOT SHOWN. IN PROGRESS BY CITY OF DE PERE.

LANDSCAPING DESIGN/DETAIL TO FOLLOW ONCE WE RECEIVE STREETSCAPE CONCEPT FROM CITY OF DE PERE.

POTENTIAL AREA FOR STORMWATER BMP'S (SILVA CELLS OR SIMILAR) TO BE INCORPORATED WITH STREETSCAPE DESIGN.

SITE BACKGROUNDS WERE DEVELOPED BY ROBERT E. LEE & ASSOCIATES, INC FOR THE ADJACENT MIXED USE DEVELOPMENT PROJECT. GRAEF WILL PROVIDE SITE CIVIL FILES POST SCHEMATIC DESIGN PHASE.

A1 SITE LAYOUT AND PAVING PLAN
 1" = 20'-0"



PROJECT INFORMATION:

PROJECT NUMBER: 2025-0025.00
 DATE: 04/28/2025
 DRAWN BY: JLG
 CHECKED BY: JLG
 APPROVED BY: JLG
 SCALE: AS NOTED

SHEET TITLE:

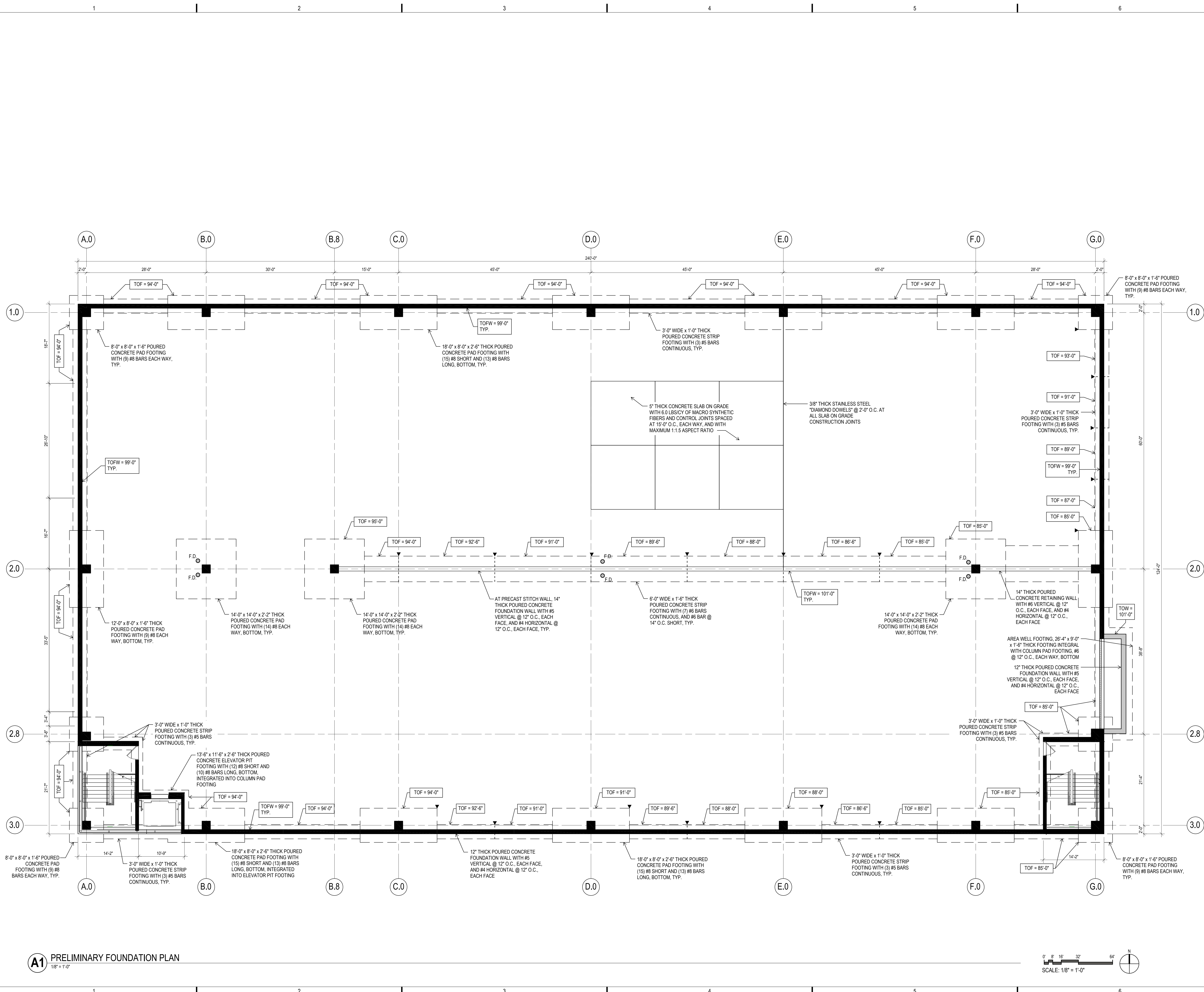
SITE LAYOUT AND PAVING PLAN

SHEET NUMBER:

C-101

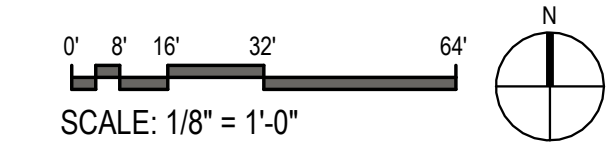


30% OWNER REVIEW SET - NOT FOR CONSTRUCTION



X:\MIL2025\20250025\Design\Design Files\30% Design Drawings Template BLUEBEAM MARKUPS (NO REVIT MODEL)

A1 PRELIMINARY FOUNDATION PLAN
1/8" = 1'-0"



PROJECT INFORMATION:

PROJECT NUMBER: 2025-0025.00
DATE: 04/28/2025
DRAWN BY: JLG
CHECKED BY: JLG
APPROVED BY: JLG
SCALE: AS NOTED

SHEET TITLE:

LEVEL 0 FLOOR PLAN

SHEET NUMBER:

S-100



30% OWNER REVIEW SET - NOT FOR CONSTRUCTION

PROJECT INFORMATION:

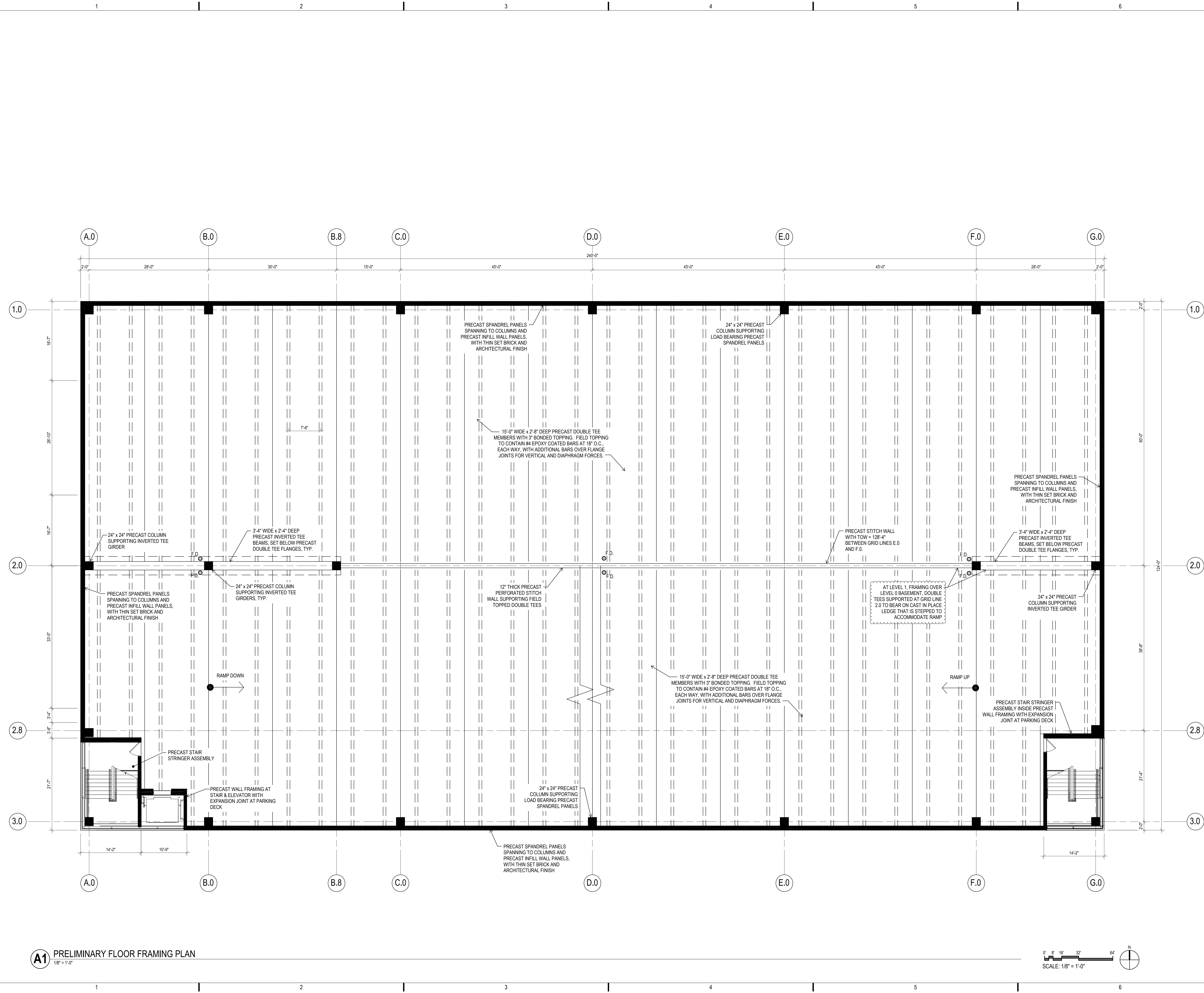
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 DATE: 04/28/2025
 DRAWN BY: JLG
 CHECKED BY: JLG
 APPROVED BY: JLG
 SCALE: AS NOTED

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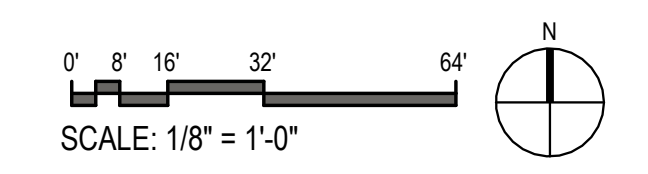
LEVEL 0 FLOOR PLAN

SHEET NUMBER:

S-101



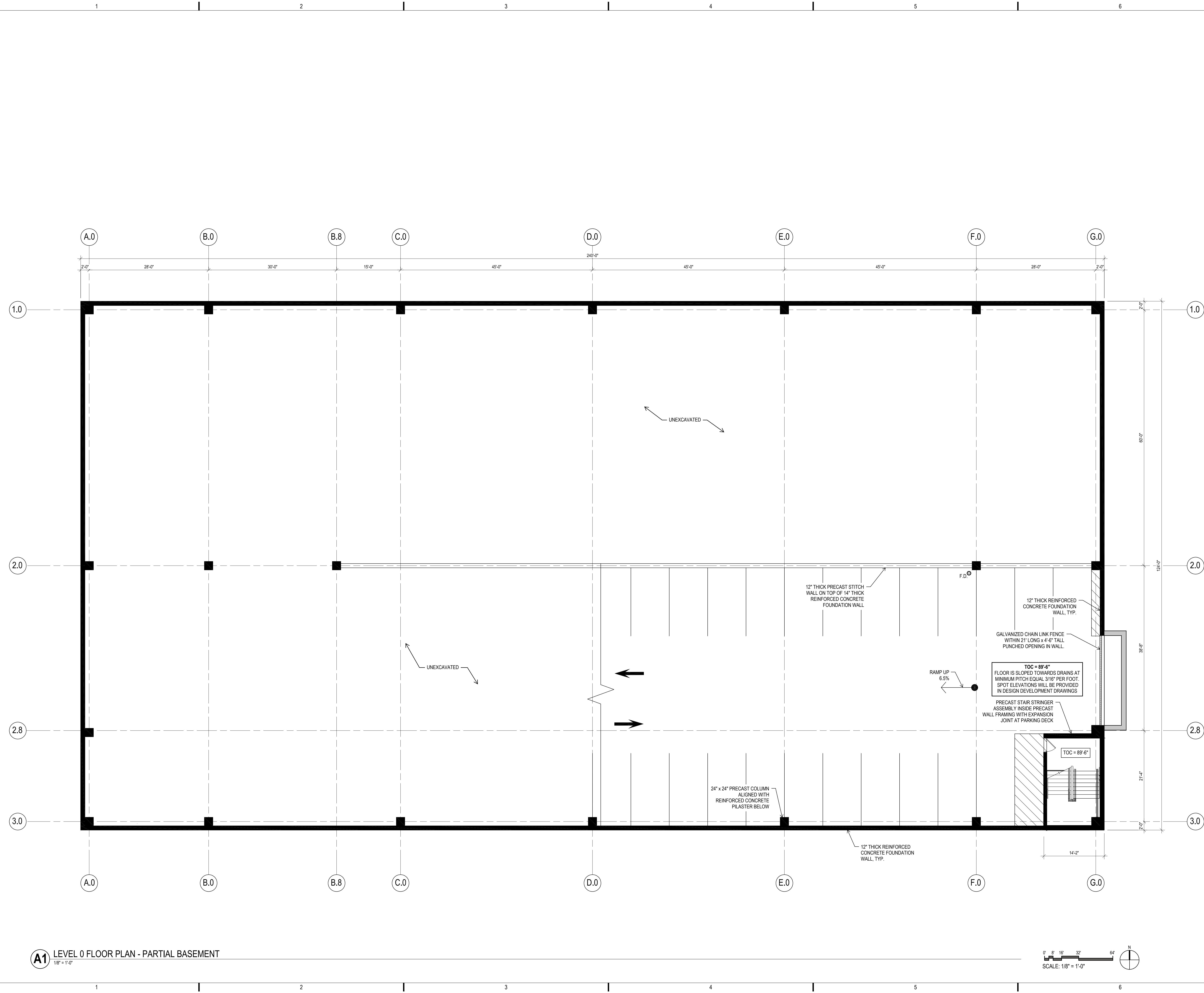
A1 PRELIMINARY FLOOR FRAMING PLAN
 1/8" = 1'-0"



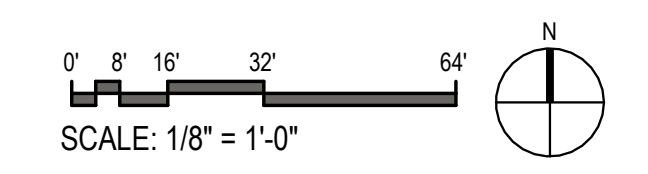
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30% OWNER REVIEW SET - NOT FOR CONSTRUCTION



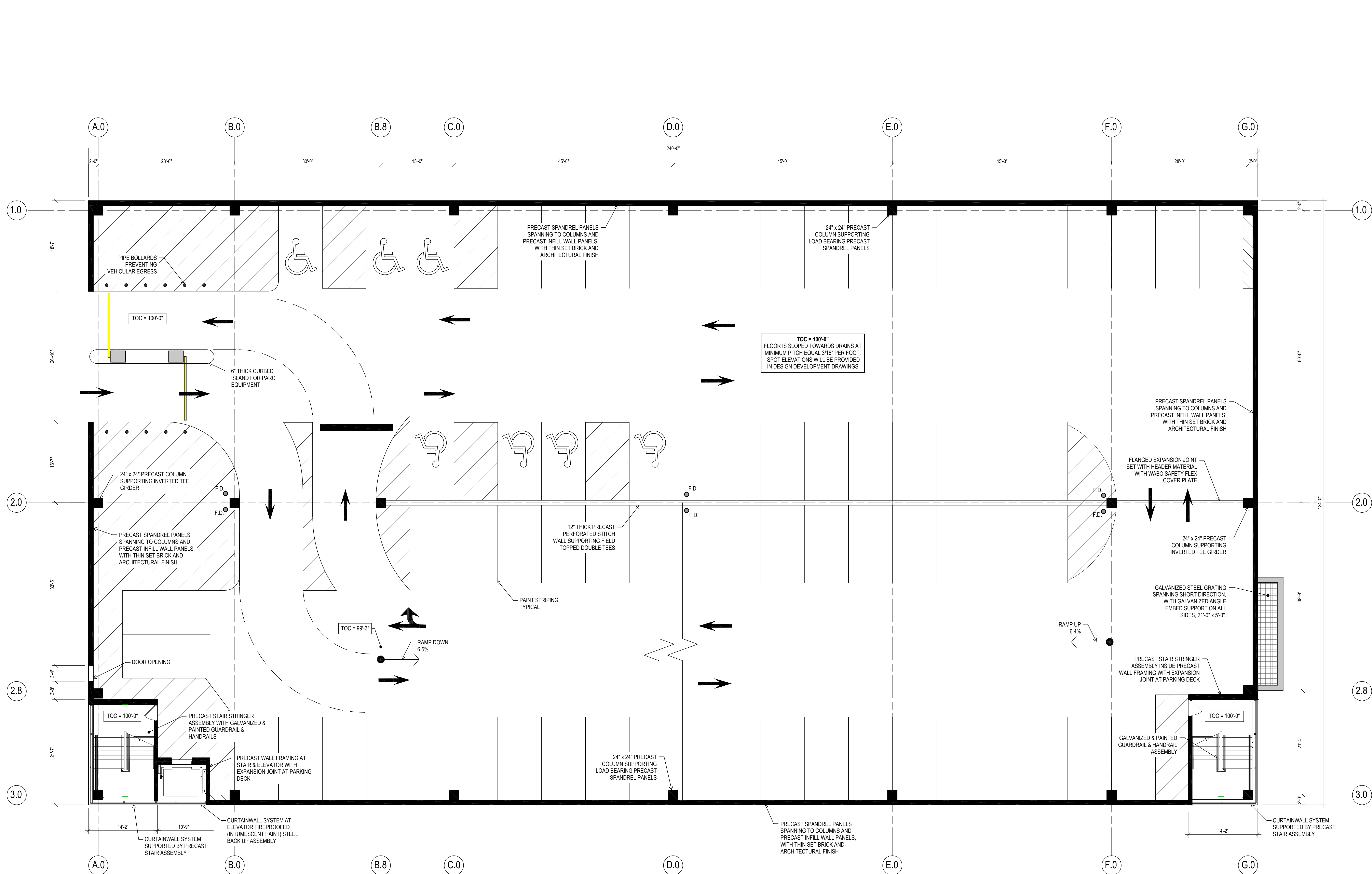
A1 LEVEL 0 FLOOR PLAN - PARTIAL BASEMENT
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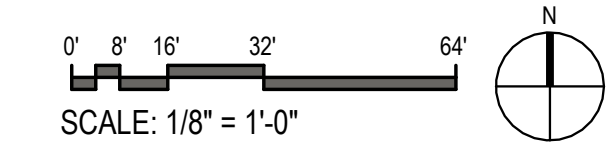
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30% OWNER REVIEW SET - NOT FOR CONSTRUCTION



A1 LEVEL 1 FLOOR PLAN
1/8" = 1'-0"



PROJECT INFORMATION:

PROJECT NUMBER: 2025-0025.00
DATE: 04/28/2025
DRAWN BY: JLG
CHECKED BY: JLG
APPROVED BY: JLG
SCALE: AS NOTED

SHEET TITLE:

LEVEL 1 FLOOR PLAN

SHEET NUMBER:

A-101

X:\MIL\2025\20250025\Design\Design Files\30% Design Drawings Template BLUEBEAM MARKUPS (NO REVIT MODEL)



CITY OF DE PERE
 335 S. BROADWAY
 DE PERE, WISCONSIN 54115

PROJECT TITLE:
 DE PERE PARKING FACILITY
 SHOPKO REDEVELOPMENT

200 N. WISCONSIN STREET
 DE PERE, WISCONSIN 54115

ISSUE:

30% OWNER REVIEW SET - NOT FOR CONSTRUCTION

PROJECT INFORMATION:

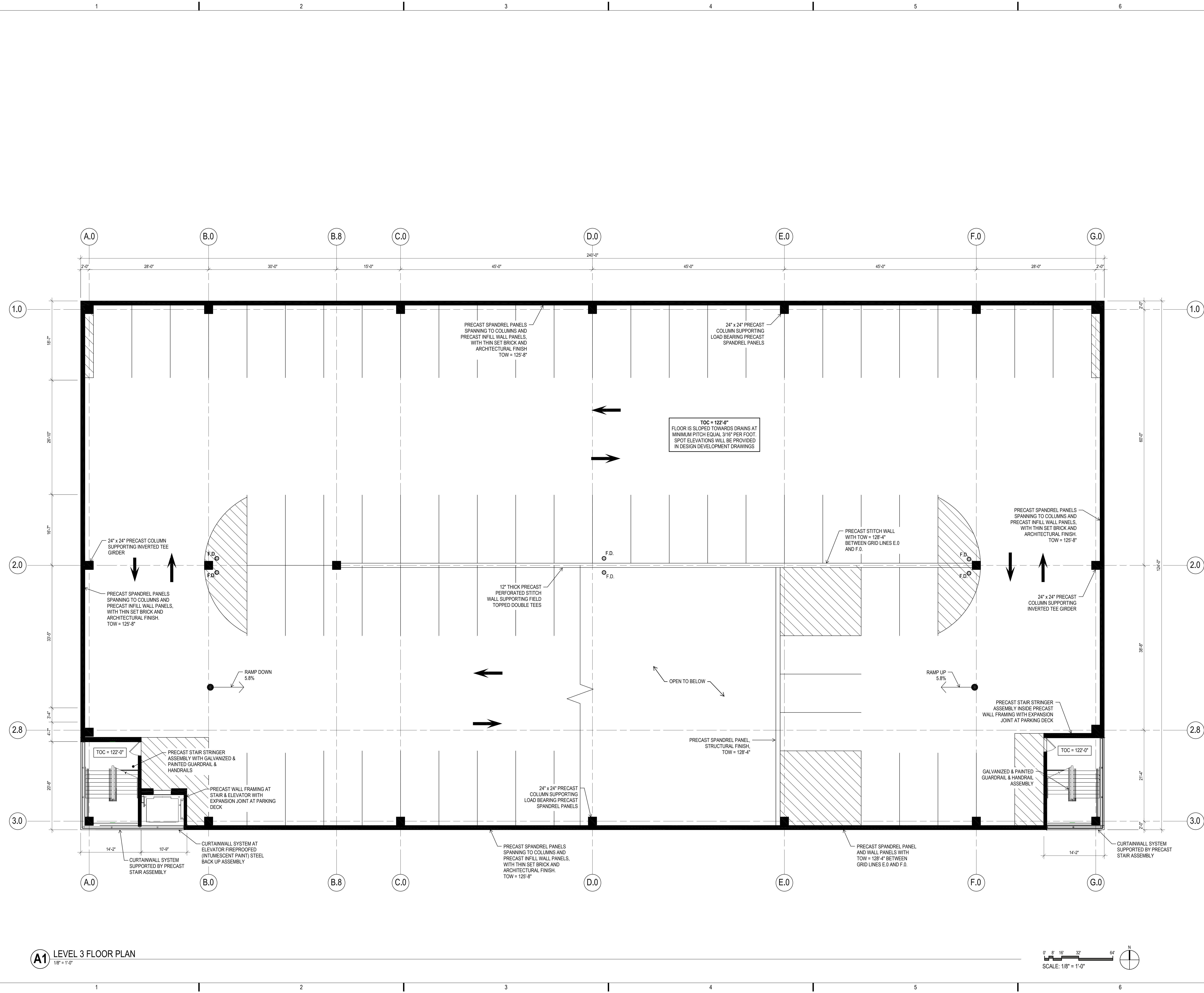
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 DATE: 04/28/2025
 DRAWN BY: JLG
 CHECKED BY: JLG
 APPROVED BY: JLG
 SCALE: AS NOTED

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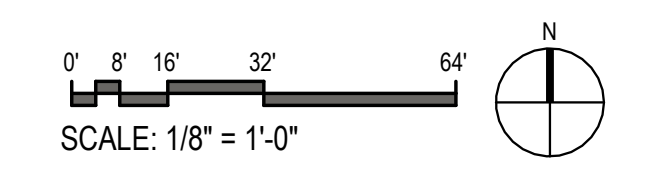
LEVEL 3 FLOOR PLAN

SHEET NUMBER:

A-103



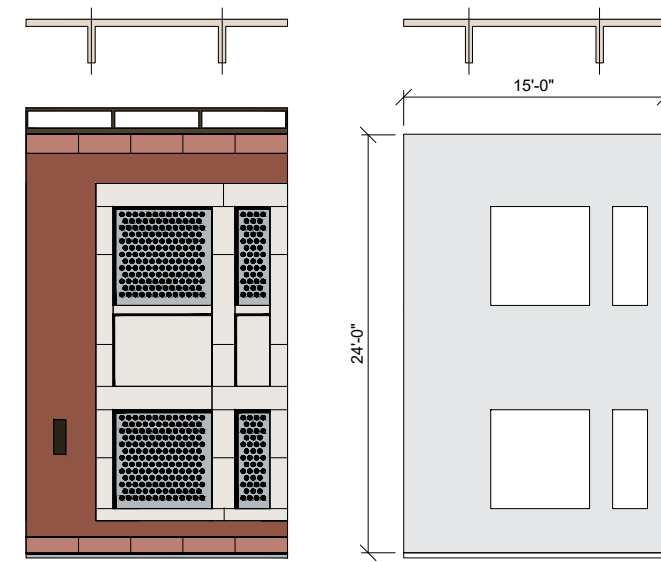
A1 LEVEL 3 FLOOR PLAN
 1/8" = 1'-0"



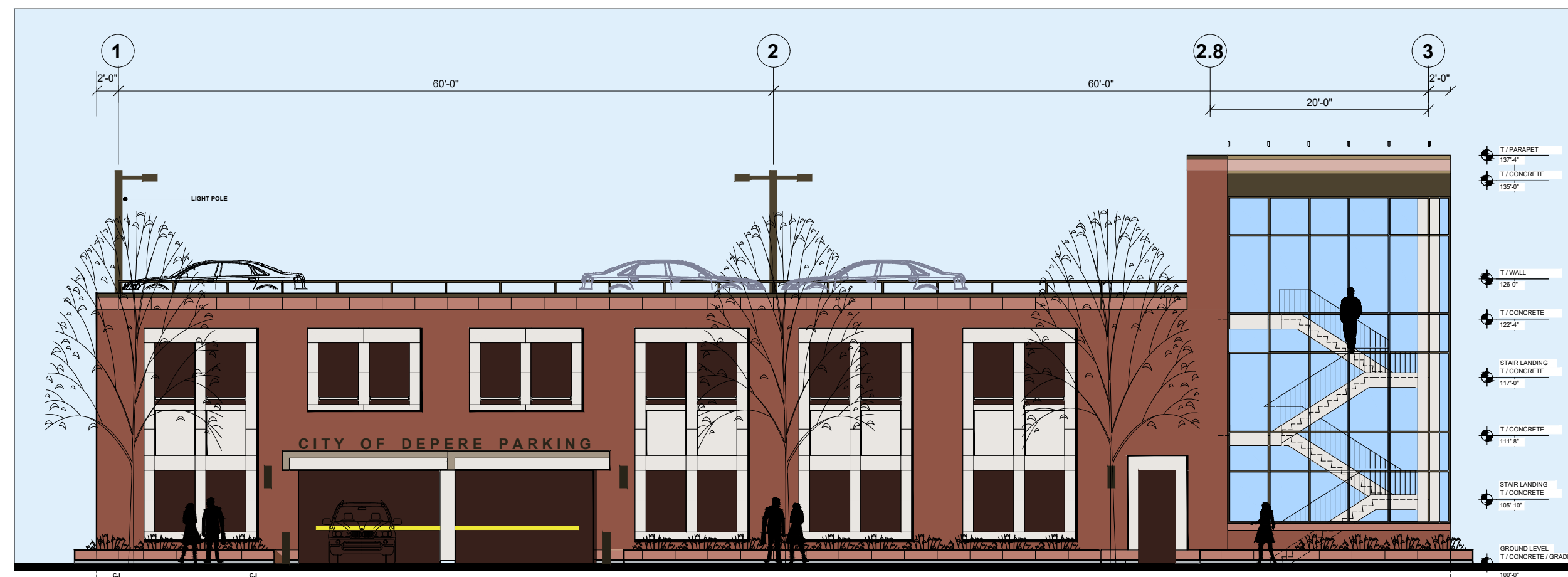
X:\MIL\2025\20250025\Design\Design Files\30% Design Drawings Template BLUEBEAM MARKUPS (NO REVIT MODEL)

**TRADITIONAL FULL BRICK ON WISCONSIN, MICHIGAN,
AND STAIR TOWERS; 15-0-WIDE PRECAST PANELS WITH
THIN BRICK AND PROJECTING METAL PANEL WINDOW SURROUNDS**

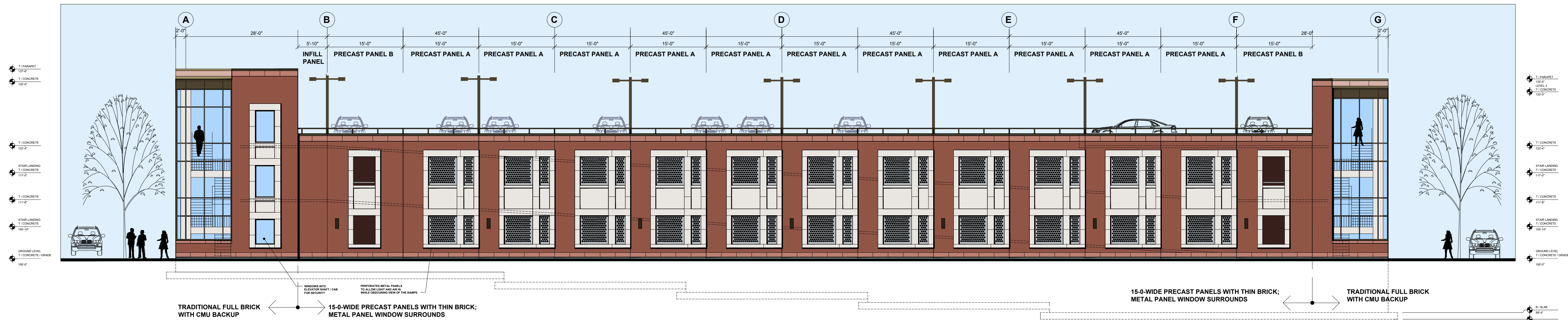
DRAFT



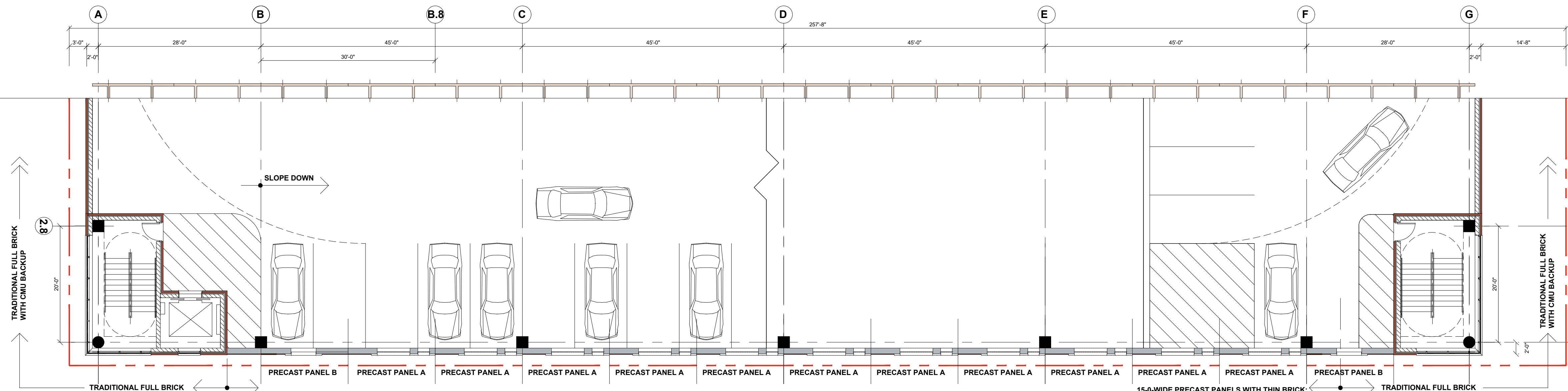
4 PRECAST PANEL



3 WEST (WISCONSIN STREET) ELEVATION



2 SOUTH ELEVATION



1 SCHEMATIC PARTIAL PLAN

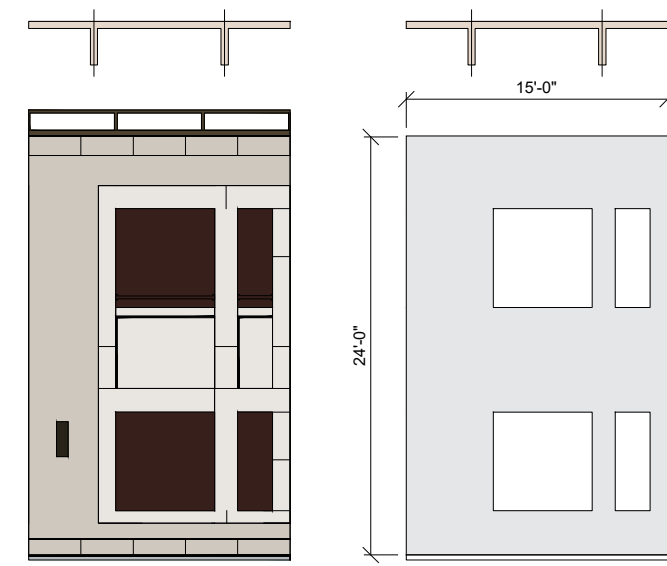
CITY OF DE PERE, WISCONSIN PUBLIC PARKING GARAGE

DEVELOPMENT SERVICES DEPARTMENT, DE PERE, WISCONSIN PROGRESS PRINT 05/16/2025

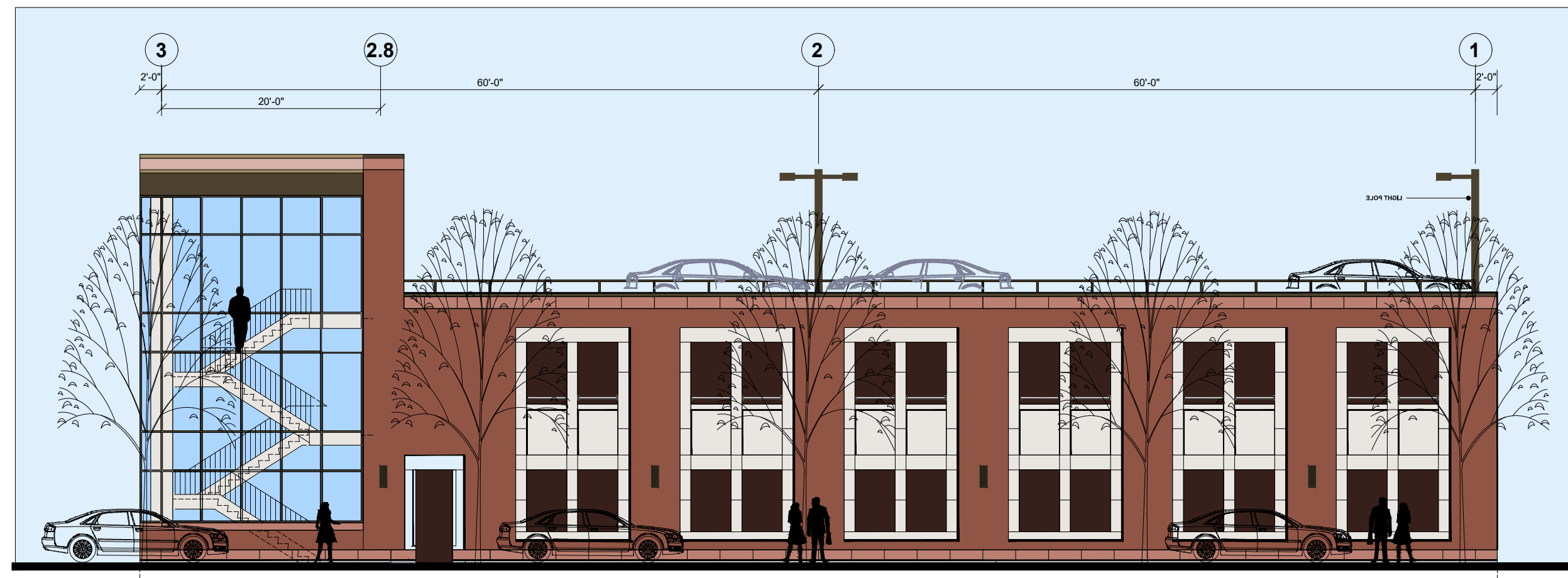
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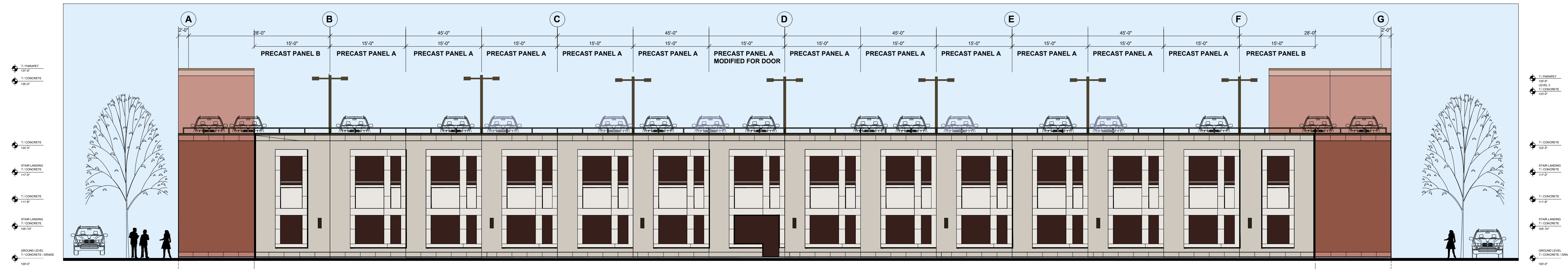
**TRADITIONAL FULL BRICK ON WISCONSIN, MICHIGAN,
AND STAIR TOWERS; 15'-0" WIDE PRECAST PANELS WITH
THIN BRICK AND PROJECTING METAL PANEL WINDOW SURROUNDS**



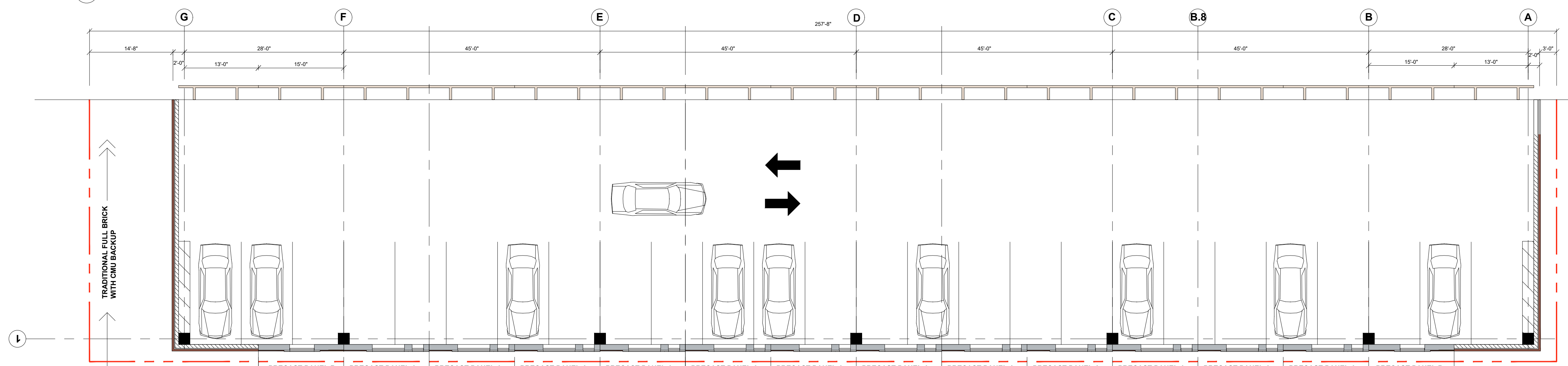
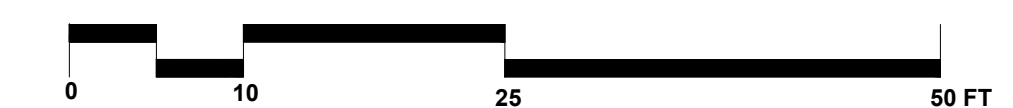
4 PRECAST PANEL



3 EAST (MICHIGAN STREET) ELEVATION

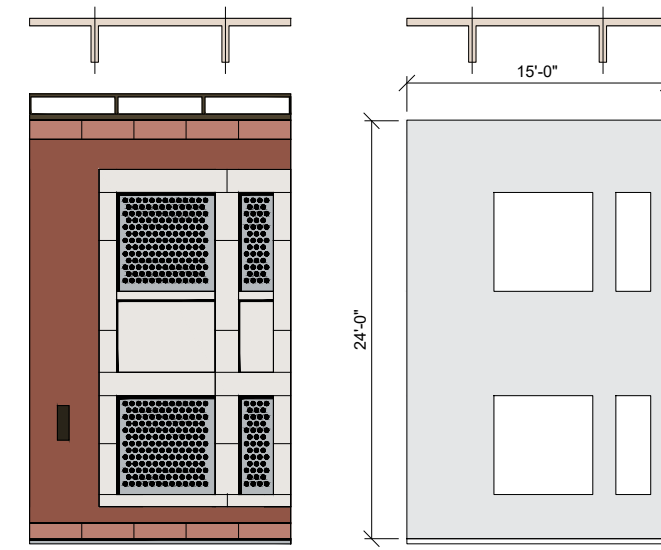


2 NORTH ELEVATION

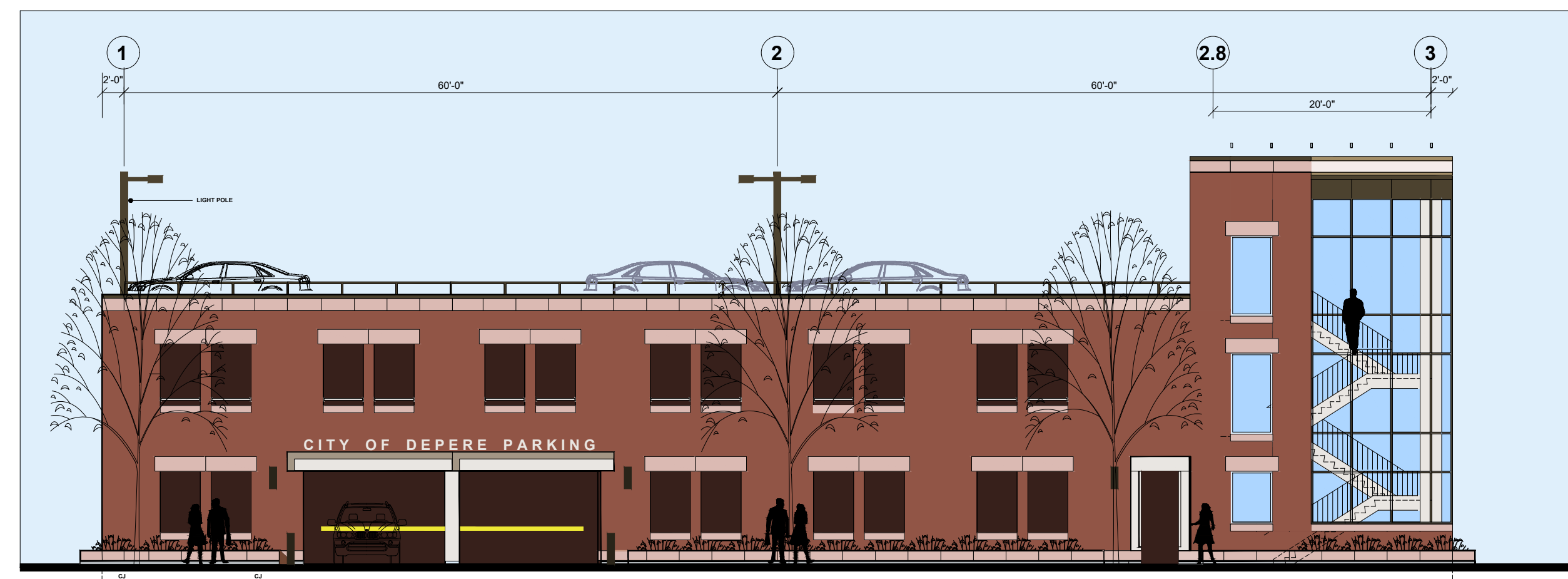


1 SCHEMATIC PARTIAL PLAN

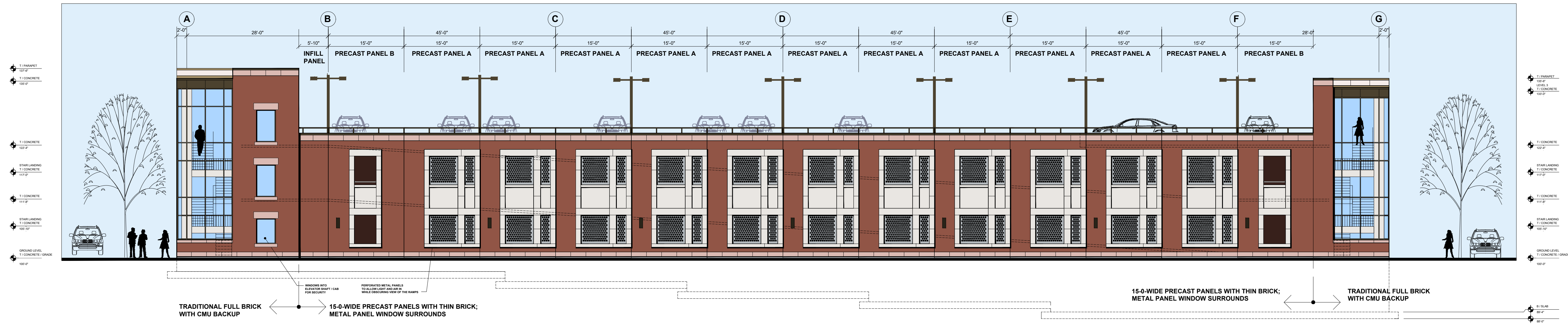
**ALTERNATE:
TRADITIONAL FULL BRICK ON WISCONSIN, MICHIGAN,
AND STAIR TOWERS, WITH PRECAST LINTELS AND SILLS;
15-0-WIDE PRECAST PANELS WITH THIN BRICK AND PROJECTING
METAL PANEL WINDOW SURROUNDS**



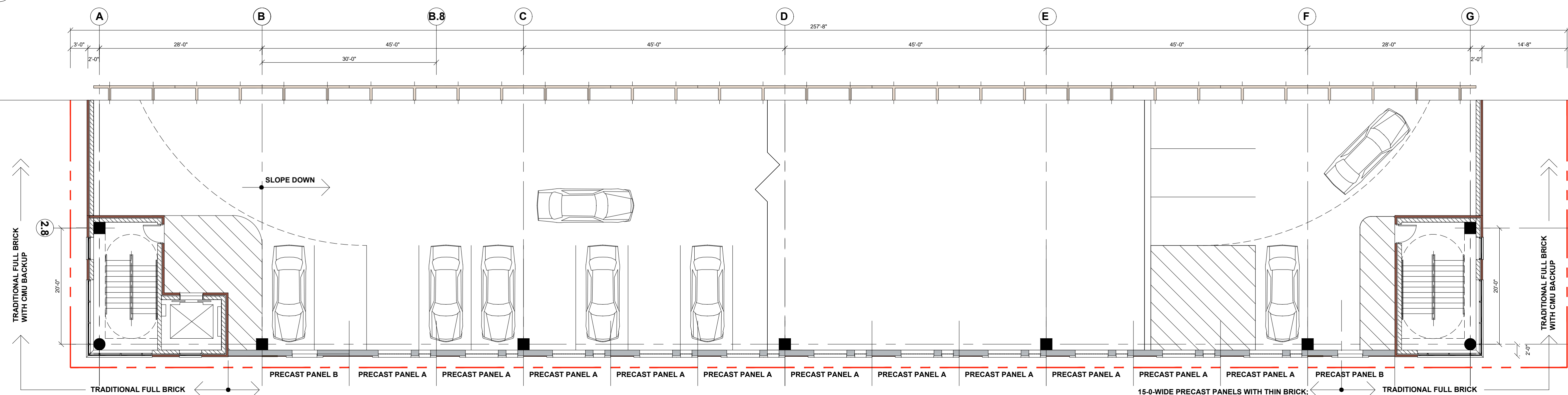
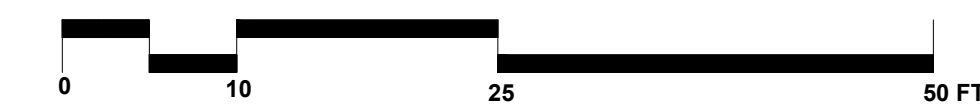
4 PRECAST PANEL



3 WEST (WISCONSIN STREET) ELEVATION



2 SOUTH ELEVATION



1 SCHEMATIC PARTIAL PLAN

CITY OF DE PERE, WISCONSIN PUBLIC PARKING GARAGE
DEVELOPMENT SERVICES DEPARTMENT, DE PERE, WISCONSIN



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		01 - Basement	02 - Earth Retention	03 - Elevator	04 - Precast Topping	05 - Underground Detention Tank	TOTAL
030000 Concrete							
03.00.00.00 Concrete Testing	\$ 8,129	\$ 1,379	\$ -	\$ 113	\$ 4,454	\$ -	\$ 14,076
03.11.00 Concrete Forming	\$ 371,702	\$ 122,217	\$ -	\$ 3,032	\$ 64,412	\$ -	\$ 561,363
03.15.00 Concrete Accessories	\$ 37,965	\$ -	\$ -	\$ 823	\$ -	\$ -	\$ 38,788
03.20.00 Concrete Reinforcing	\$ 137,018	\$ 40,943	\$ -	\$ 3,369	\$ 159,975	\$ -	\$ 341,306
03.24.00 Fibrous Reinforcing	\$ 21,106	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,106
03.30.00 Cast-in-Place Concrete	\$ 648,932	\$ 52,333	\$ -	\$ 5,542	\$ 178,450	\$ -	\$ 885,257
03.35.00 Concrete Finishing	\$ 83,245	\$ -	\$ -	\$ -	\$ 191,148	\$ -	\$ 274,393
03.45.00 Precast Architectural Concrete	\$ 3,225,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,225,000
03.99.01 Concrete Snow Chute	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0
030000 Concrete TOTAL	\$ 4,533,098	\$ 216,873	\$ -	\$ 12,880	\$ 598,440	\$ -	\$ 5,361,290
050000 Metals							
05.50.00 Metal Fabrications	\$ 86,274	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 86,274
05.99.01 Area Well Grading & Angle	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000
050000 Metals TOTAL	\$ 96,274	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 96,274
060000 Wood Plastics and Composites							
06.10.00 Rough Carpentry	\$ 33,472	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,472
060000 Wood Plastics and Composites TOTAL	\$ 33,472	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,472
070000 Thermal and Moisture Protection							
07.13.00 Sheet Waterproofing	\$ 28,035	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,035
07.21.13 Board Insulation	\$ 15,048	\$ 13,272	\$ -	\$ -	\$ -	\$ -	\$ 28,319
07.42.00 Wall Panels	\$ 37,207	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 37,207
07.53.23 EPDM Roofing	\$ 18,968	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,968
07.60.00 Flashing and Sheet Metal	\$ 6,681	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,681
07.99.01 Perforated Metal Panel Inserts	\$ 142,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 142,000
070000 Thermal and Moisture Protection TOTAL	\$ 247,938	\$ 13,272	\$ -	\$ -	\$ -	\$ -	\$ 261,209
080000 Openings							
08.11.13 Hollow Metal Doors and Frames	\$ 23,889	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,889
08.41.00 Entrances and Storefronts	\$ 35,036	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,036
08.44.00 Curtain Wall and Glazed Assemblies	\$ 276,249	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 276,249
08.81.00 Glass Glazing	\$ 1,561	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,561
080000 Openings TOTAL	\$ 336,734	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 336,734
090000 Finishes							
09.90.00 Painting and Coating	\$ 25,105	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,105
090000 Finishes TOTAL	\$ 25,105	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,105
100000 Specialties							
10.14.00 Signage	\$ 64,734	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 64,734
100000 Specialties TOTAL	\$ 64,734	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 64,734
110000 Equipment							
11.99.01 Parking Equipment	\$ 210,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 210,000
110000 Equipment TOTAL	\$ 210,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 210,000
140000 Conveying Equipment							



		01 - Basement	02 - Earth Retention	03 - Elevator	04 - Precast Topping	05 - Underground Detention Tank	TOTAL
14.20.00 Elevators	\$ -	\$ -	\$ -	\$ 202,500	\$ -	\$ -	\$ 202,500
140000 Conveying Equipment TOTAL	\$ -	\$ -	\$ -	\$ 202,500	\$ -	\$ -	\$ 202,500
210000 Fire Suppression							
21.00.00 Fire Suppression	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,000
210000 Fire Suppression TOTAL	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,000
220000 Plumbing							
22.00.00 Plumbing	\$ 120,938	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 120,938
220000 Plumbing TOTAL	\$ 120,938	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 120,938
230000 Heating Ventilating and Air-Conditioning (HVAC)							
23.00.00 Heating Ventilating and Air Conditioning (HVAC)	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000
230000 Heating Ventilating and Air-Conditioning (HVAC) TOTAL	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,000
260000 Electrical							
26.00.00 Electrical	\$ 480,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 480,000
260000 Electrical TOTAL	\$ 480,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 480,000
310000 Earthwork							
02.41.13 Selective Site Demolition	\$ 38,690	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 38,690
31.00.00 Earthwork	\$ 130,162	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 130,162
31.00.00 Earthwork Testing Allowance	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000
31.23.16.99 Over Excavation	\$ 177,900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 177,900
31.25.00 Erosion and Sedimentation Controls	\$ 3,426	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,426
31.41.00 Earth Retention	\$ -	\$ -	\$ 320,947	\$ -	\$ -	\$ -	\$ 320,947
31.66.13.13 Rammed Aggregate Piles (N.I.C.)	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0
310000 Earthwork TOTAL	\$ 365,178	\$ -	\$ 320,947	\$ -	\$ -	\$ -	\$ 686,125
320000 Exterior Improvements							
32.12.16 Parking Ramp Markings	\$ 7,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,500
32.13.13 Concrete Paving	\$ 33,124	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,124
32.90.00 Planting	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0
320000 Exterior Improvements TOTAL	\$ 40,624	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,624
330000 Utilities							
33.10.00 Water Utilities	\$ 15,540	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,540
33.40.00 Stormwater Utilities	\$ 13,951	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,951
33.40.00 Underground Detention Tank Allowance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000	\$ 200,000
330000 Utilities TOTAL	\$ 29,491	\$ -	\$ -	\$ -	\$ -	\$ 200,000	\$ 229,491
DIRECT COST	\$ 6,808,586	\$ 230,144	\$ 320,947	\$ 215,380	\$ 598,440	\$ 200,000	\$ 8,373,497
INDIRECT COSTS							
General Conditions	\$ 297,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 297,000
General Requirements	\$ 159,097	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 159,097
Winter Conditions / Temporary Heat & Enclosure	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,000
Poor Soil Allowance	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000
Building Permit	\$ 20,426	\$ 690	\$ 963	\$ 646	\$ 1,795	\$ 600	\$ 25,120



		01 - Basement	02 - Earth Retention	03 - Elevator	04 - Precast Topping	05 - Underground Detention Tank	TOTAL
Subtotal Including GCs / GRs	\$ 7,460,109	\$ 230,835	\$ 321,910	\$ 216,026	\$ 600,235	\$ 200,600	\$ 9,029,714
Insurance Requirements	\$ 48,491	\$ 1,500	\$ 2,092	\$ 1,404	\$ 3,902	\$ 1,304	\$ 58,693
Builder's Risk Insurance	\$ 5,968	\$ 185	\$ 258	\$ 173	\$ 480	\$ 160	\$ 7,224
Reproduction Expenses	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Design / Estimating Contingency	\$ 373,005	\$ 11,542	\$ 16,095	\$ 10,801	\$ 30,012	\$ 10,030	\$ 451,486
Construction Manager's Contingency	\$ 373,005	\$ 11,542	\$ 16,095	\$ 10,801	\$ 30,012	\$ 10,030	\$ 451,486
Collaboration Software	\$ 11,377	\$ 352	\$ 491	\$ 329	\$ 915	\$ 306	\$ 13,770
Subtotal Including Insurance / Contingency	\$ 8,271,955	\$ 255,956	\$ 356,941	\$ 239,535	\$ 665,556	\$ 222,430	\$ 10,012,373
Reimbursables	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Site Survey & Layout	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Special Site Permitting (Wells, Air, Environmental) (N.I.C.)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Geotechnical Investigation (N.I.C.)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Subtotal Including Design	\$ 8,271,955	\$ 255,956	\$ 356,941	\$ 239,535	\$ 665,556	\$ 222,430	\$ 10,012,373
Preconstruction Fee	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Construction Fee	\$ 206,799	\$ 6,399	\$ 8,924	\$ 5,988	\$ 16,639	\$ 5,561	\$ 250,309
Subtotal Including Construction Fee	\$ 8,478,754	\$ 262,354	\$ 365,865	\$ 245,523	\$ 682,195	\$ 227,991	\$ 10,262,683
Inflation (N.I.C.)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Subtotal Including Inflation Factor	\$ 8,478,754	\$ 262,354	\$ 365,865	\$ 245,523	\$ 682,195	\$ 227,991	\$ 10,262,683
Performance & Payment Bond	\$ 67,830	\$ 2,099	\$ 2,927	\$ 1,964	\$ 5,458	\$ 1,824	\$ 82,101
Subtotal Including Bond	\$ 8,546,584	\$ 264,453	\$ 368,792	\$ 247,487	\$ 687,652	\$ 229,815	\$ 10,344,784
Construction Total	\$ 8,546,584	\$ 264,453	\$ 368,792	\$ 247,487	\$ 687,652	\$ 229,815	\$ 10,344,784
Design & Engineering Fees (CM)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hazardous Materials Abatement	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Owner FFE	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Owner Items Subtotal	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
PROJECT TOTAL	\$ 8,546,584	\$ 264,453	\$ 368,792	\$ 247,487	\$ 687,652	\$ 229,815	\$ 10,344,784
Number of stalls 250	Price Per Stall \$ 34,186	\$ 1,058	\$ 1,475	\$ 990	\$ 2,751	\$ 920	\$ 41,380

05/19/2025 Budget Summary Based on Graef 4/28/2025 SD set
 Construction Conceptual Budget Range of \$9,750,000 to \$10,875,000
 Note: Owners Soft cost, FF&E, Design and Items in estimate listed above with no value or NIC are not included. One item to discuss further is what will be needed geo piers, that is TBD at this point.



The Avenue
275 West Wisconsin Avenue, Suite 300
Milwaukee, WI 53203
414 / 259 1500
414 / 259 0037 fax
www.graef-usa.com

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June 6, 2025

Daniel Lindstrom, AICP
Director of Development Services
City of De Pere
335 S. Broadway, De Pere, WI 54115

SUBJECT: City of De Pere Parking Facility – Pressure-meter Testing

Dear Dan:

We are very pleased to provide you with this proposal to amend our professional services. When accepted, this proposal will amend our Agreement dated February 24, 2025.

This proposal is for City of De Pere Parking Facility (Project). This proposal is subject to GRAEF's Standard Terms and Conditions, which were attached to our original proposal.

It is our understanding that the nature of the Project is provide full architectural and engineering design services for a 235-space parking facility in downtown De Pere.

For this Project, GRAEF proposed to provide the following additional Basic Services:

Pressure-meter testing, conducted by ECS Midwest, to determine the in-situ compressive strength of the soil in (3) or (6) locations to an achieve accurate result. The purpose of the test is to either eliminate or reduce the number of rammed aggregate piers required. There is a soft layer of clay approximately 50-feet down below grade which may pose a risk to the compressive strength and settlement of the structure. The pressure-meter tests will provide the necessary data to design an economical foundation system.

GRAEF will endeavor to perform the proposed additional Basic Services in accordance with a mutually agreed-upon schedule. The building location needs to be selected before the tests can be conducted.

GRAEF can provide the following Additional Services for additional compensation as detailed below:

- Provide (3) to (6) pressure-meter geotechnical tests conducted in bored holes at the bearing elevation of the foundation. The number of tests will be dictated by the results of the first tests. More variation creates uncertainty, which requires additional tests.

You agree to compensate GRAEF for all additional Basic Services noted above on an hourly rate and direct expense basis to an estimated additional maximum fee of \$15,000.



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To accept this proposal for additional Basic Services, please sign and date and return one copy to us. Upon receipt of an executed copy, GRAEF will commence work on the additional Basic Services for the Project.

Please call us at (414) 266-9156 if you have any questions regarding this proposal.

Sincerely,

Graef-USA Inc.

Jason L. Gross, PE, SE
Principal

Dan Komorowski, PE, SE
Associate

Accepted by:
City of De Pere

(Signature)

(Name Printed)

(Title)

(Date)

2025-0025



**Request for Finance/Personnel Committee
Action**

MEETING DATE: June 10, 2025
DEPARTMENT: Finance
FROM: Pamela Manley, Finance Director
SUBJECT: Consideration and Possible Action on approval to switch to Commercial Rewards Card.*
RECOMMENDED ACTION: Approval for the Finance Director to submit the application and sign the agreement to open a Commercial Rewards Card with Elan.

The City's credit card program allows individuals and departments to easily make purchases online or at local stores. I would like to recommend a change from our current credit card program to a Commercial Rewards Card. The City's current purchasing card program has some limitations. The current card program has me personally liable versus corporate liability. To look at increasing the credit limit the bank would need to run my personal credit information. Our current overall card limit is \$60,000. With the increase in usage, we are averaging \$32,000/month in expenditures this year and are looking to increase that. The Commercial Rewards Card continues to allow the city to receive rewards back for every dollar purchased and offers a cardholder dashboard to allow users to go online and view their expenses, attach receipts, and assign expense accounts.

Please reach out to me prior to the meeting with any questions you may have.

ATTACHMENTS:

Elan CRC (Points) Schedule 2 R12.2024, Elan Commercial Rewards (Points) R03.2024, Elan Commercial Rewards Digital Onboarding Preparing_202307 1

SCHEDULE 2 – Reward Points Program Schedule

Elan shall award Company Rewards Points in accordance with the terms contained in this Schedule 2.

1. **Definitions.** Capitalized terms used but not defined herein shall have the meaning ascribed thereto in the Agreement. In addition, the following terms shall have the following meanings:
 - 1.1 **"Fulfillment Company"** means a third party Elan designates to supply, account for, and manage redemption of Reward Points in exchange for rewards.
 - 1.2 **"Reward Points"** means the digital rewards currency earned under the Reward Points program by Company for the sole purpose for redemption in exchange for rewards.

2. **Reward Points.**
 - 2.1 Subject to the terms and conditions contained herein as well as the separate Reward Points terms and conditions that are provided to Company as part of implementation (the **"Rewards Terms & Conditions"**), Elan agrees to enroll Company into the Reward Points program and Company agrees to abide by the terms of the Rewards Points program. The earning rates and redemption process for the Reward Points Program are set forth in the Rewards Terms & Conditions.
 - 2.2 Company shall appoint a rewards officer to manage redemption of Reward Points. Company shall not earn or redeem any Reward Points (i) on any suspended or cancelled Account, (ii) for any charges on an Account that occur during any Billing Cycle in which the Account became suspended or cancelled or (iii) during the continuance of any default under the Agreement.
 - 2.3 Reward Points expire five years from the end of the calendar quarter in which they were earned. If the Agreement is terminated due to Company's breach, all outstanding Reward Points shall be forfeited. Elan shall not refund, under any circumstance, expired Reward Points.
 - 2.4 Company is solely responsible for complying with any applicable tax requirements. Company shall be liable for any taxes owed on Reward Points that constitute taxable income (including amounts that may be owing by its employees if the Company provides the procedures of a Reward Point redemption to an employee). Neither Elan nor any of its affiliates shall have any liability or responsibility to Company with respect to federal, state, and/or local tax requirements or consequences.

3. **Fulfillment Company.** Company authorizes Elan to release Confidential Information regarding Company to Fulfillment Company to the extent necessary for the Fulfillment Company to perform its fulfillment services related to the Reward Points program. Elan may, at its sole discretion, change Fulfillment Companies or administer Reward Points itself at any time. Neither Elan nor any of its affiliates shall have any liability or responsibility for Fulfillment Company's use or further release or dissemination of any Confidential Information. Company waives and releases Elan from any and all liabilities, and any and all rights, claims and remedies, whether expressed or implied, and whether arising by law or otherwise, due to any defects, errors, malfunctions or inadequacies of, inability to access or use, or misuse of, or third party interference with, Reward Points or related materials, and from any other direct, indirect, incidental, special, punitive or consequential damages based on breach of contract, breach of warranty, tort, strict liability or otherwise, even if the parties have been advised of the possibility of such damages.

4. **Miscellaneous.** Elan may terminate or modify the Reward Points Program or the Rewards Terms & Conditions at any time upon 90 days' notice to Company.

Elan Commercial Rewards Card Points Program

Terms and conditions

1. Participation in the Program

The Elan Commercial Rewards Card Points Program (the “**Points Program**”) offers enrolled Clients an opportunity to earn Points in the Points Program when they make eligible purchases on their Accounts.

2. Definitions

Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Account Agreement. For purposes of these Program Terms and Conditions, the following terms shall have the assigned meanings:

“**Account Agreement**” means the Charge Card Agreement entered into by and between Client and Elan.

“**Client**”, “**you**” and “**your**” means the Company a party to an Account Agreement that is participating in the Points Program.

“**Net Purchases**” means all new purchases posted to your Accounts during the Billing Cycle less any credits (for example, for a returned item) or other adjustments posted to your Accounts during the Billing Cycle. Elan may round Net Purchases up or down to a whole dollar amount for purposes of awarding Points.

“**Points**” means the digital rewards currency earned under the Points Program by Client for the sole purpose for redemption in exchange for Rewards. Points have no cash value.

“**Points Account**” means the account created under the Points Program to which Points are added or deducted.

“**Rewards**” means the travel, gift cards, and other benefits offered from time to time by redeeming Points earned in the Points Program.

“**Elan**”, “**we**”, “**us**” and “**our**” means Elan Financial Services.

3. Earning points

Subject to the following paragraph, Elan will credit your Points Account with Points for purchases made on your Accounts. For eligible Net Purchases you will earn one (1) Point for every one U.S. dollar (\$1.00) spent. Your organization can earn Points multipliers for certain transactions booked through the TravelBank platform using your Account. Earn 4x Points for every one U.S. dollar (\$1.00) spent on car rentals booked through the TravelBank platform. Earn 3x Points for every one U.S. Dollar (\$1.00) spent on pre-pay hotels booked through the TravelBank platform. Earn 2x Points for every one U.S. Dollar (\$1.00) spent on flights booked through the TravelBank platform. We reserve the right, upon 90 days’ notice to you, to adjust the number of Points earned for purchases, to modify or eliminate the Point multipliers or to stop issuing Points for purchases on the Accounts.

Points cannot be earned on purchases when either (i) the Account Agreement has been terminated or (ii) a Company Default is then continuing. We will not award Points for cash advances, convenience checks, disputed items, refunds, returns, fees of any kind (for example, late payment fees and annual fees), unauthorized charges and ATM transactions.

We will not award Points on spend where interchange rates assessed by a Card Network on the transaction are less than the standard rates applied to transactions by such Card Network.

Point Accounts will be updated monthly. It may take up to sixty (60) days after completion of a qualifying purchase for the related Points to post to your Points Account. In the case of travel-related transactions (airfare, hotels and rental cars), a purchase transaction is completed only when the scheduled service has been delivered. Points are considered earned when they are posted to your Points Account on the redemption site. You can find your Point balance within the online portal. Questions as to what constitutes a qualifying purchase, as well as any exceptions, are made in the sole discretion of Elan. Elan reserves the right to verify and adjust Points errors at any time prior to or following posting and redemption.

4. Redeeming Points

Descriptions of the available Rewards and the number of Points needed to obtain each Reward can be found in the online portal. Elan and/or third-party vendors may change or terminate participating merchants, withdraw, limit, modify or cancel any Rewards, add an unlimited number of blackout dates, or increase the number of Points required for any Reward at any time upon 90 days' advance notice provided through the online portal, even if such changes affect the accrual or value of Points or Rewards. Reward redemption is subject to availability based upon Client's mailing address.

You may redeem Points for Rewards at any time unless either (i) the Account Agreement has been terminated or (ii) a Company Default is then continuing. Once you or we close your Accounts for any reason, you will no longer be able to redeem any accumulated Points.

Points expire five (5) years from the end of the calendar quarter, at 11 p.m. Central time, in which they were earned. Points are redeemed or expire in the order in which they were earned and awarded to the Points Account. Points redeemed and expired Points will be based on a first-in, first-out process. All Points redemptions are final. For redemptions, inquiries and updates, Clients may visit the online portal or contact servicing at commercialrewards@travelbank.com.

5. Travel Rewards

If Points are available to purchase travel rewards, all travel reservations must be booked through the online portal or by phone. Points are considered fully redeemed when a confirmation number is issued and Points are deducted from your Points Account. Travel rewards can be issued in any individual's name. Elan and our third-party vendor(s) shall not be liable for any bodily and/or property damage that may result from your use of travel rewards, or the failure by the travel providers (for example, airlines, hotels, etc.) to perform as expected.

Your redemption for travel rewards constitutes your agreement to the terms and conditions of our third-party vendor(s). If you book travel through the online portal, please refer to additional terms and conditions provided in the online redemption process. If you book travel by phone, a fee may be charged per airline ticket.

Airlines may impose additional fees that are not included in your award ticket, including but not limited to fees for seating, luggage and changing your ticket.

6. Gift Cards

You may redeem Points earned in the Points Program for gift cards available under the then-current redemption offering located within the online portal. Merchants offering gift cards that can be redeemed via Points from this Points Program are "**Gift Card Merchants**". Points for gift cards are redeemed when gift cards are requested by a Client. At the time of the gift card redemption, the number of Points needed for the gift card will be deducted from your Points Account. You may not use cash or anything other than Points earned by use of your Accounts to acquire gift cards through the Points Program. Gift cards are available as e-gift cards and will be delivered electronically via email. Valid email address is required for e-gift card redemption(s). Elan and our third-party vendor(s) shall not be liable for any bodily and/or property damage that may result from your use of gift cards acquired through the Points Program or the failure by a Gift Card Merchant to perform as expected.

Your redemption for gift cards constitutes your agreement to the following terms and conditions of our third-party vendor(s) (such terms and conditions are in addition to any terms and conditions appearing on or with the gift cards) – please review:

Gift Card Merchants are in no way affiliated with Elan, nor are Gift Card Merchants considered sponsors or co-sponsors of this Points Program. Use of Gift Card Merchant names and/or logos are by permission of each respective Gift Card Merchant and all trademarks are the property of their respective owners. Additional terms and conditions of Gift Card Merchants apply to gift cards, and such terms and conditions are subject to change at Gift Card Merchant's sole discretion, if permitted by law. Please see the Gift Card Merchant's gift card/certificate/website for such additional terms and conditions. Gift cards will not be personalized and are transferable and may be redeemed by any person. Gift cards must be presented to participating gift card merchant for use. Mechanical reproductions, copies or facsimiles of gift cards will not be accepted. Gift cards are not exchangeable, refundable or redeemable for cash and cannot be replaced if lost or stolen. There are no refunds, exchanges, replacements or conversions for currency, credit, other points or rewards for no-shows or unused portions of gift cards. Lost, stolen, destroyed or expired gift cards will not be reissued or replaced. Reasonable efforts will be made to ensure that the gift card delivered in a timely manner.

7. Statement Credit Redemptions

Elan may elect, in its sole discretion, to offer you the opportunity to redeem Points earned in the Points Program for a statement credit to your Account. At the time of the redemption, the number of Points needed for the amount of the statement credit will be deducted from your Points Account. The statement credit will be applied to your Account within 6 to 8 weeks. Please note that, notwithstanding any pending statement credit, you remain obligated to pay all Account statement balances when due.

8. Limitation of Liability

Elan make no guarantees, warranties or representations of any kind, expressed or implied, with respect to the goods or services offered by any participating merchant; and shall not be liable for any loss, expense, accident, injury or inconvenience that may arise in the connection with the use of Rewards; or as a result of any defect in or failure of such Rewards. Third-party vendors and Elan specifically disclaim any defect in or failure of Rewards. Third-party vendors and Elan specifically disclaim any implied warranties of merchantability or fitness for a particular purpose.

9. Change in Terms

Elan reserves the right to alter, change or terminate the Points Program upon ninety (90) days advance notice provided through the online portal. Elan may also disqualify clients who have violated any of these terms and conditions from earning or redeeming Points. The Points Program is void where prohibited by federal, state or local law.

10. Tax Consequences

Participation in the Points Program and the earning or redeeming of Points may have federal and state tax consequences for you and may be classified as reportable and/or taxable income to the extent redemptions are made in favor of your employee. You are solely responsible for determining whether or not taxes are due, complying with the applicable tax requirements, and you are solely liable for paying any taxes owed on Points that constitute taxable income, if any. Consult your tax advisers if additional information is needed to make an informed decision regarding your tax and compliance obligations.



Terms and Conditions

for the Elan Charge Card

This Charge Card Agreement (“**Agreement**”) is between the entity completing the Application as “**Company**” and Elan Financial Services (“**Elan**”). Company desires to retain Elan to provide charge card and account services (the “**Program**”). If Elan approves Company’s Application, the “**Effective Date**” of this Agreement will be the date the Application was submitted by Company.

Now, therefore, for and in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Company and Elan agree to the following:

1. **DEFINITIONS.** “**Account**” means a charge card, regardless of the medium, issued pursuant to this Agreement. “**Billing Cycle**” means the period of time from the date a Statement is generated until the next Statement is generated. “**Charge**” means any transaction posted to an Account that has a debit value. “**Card Network**” means, as applicable, one of the following Card Networks whose marks are contained on the cards issued under this Agreement: Visa U.S.A. Inc., Visa International, Inc., MasterCard International Incorporated or such other national card network with respect to which Elan becomes an issuer during the term of this Agreement. “**Identification Information**” means legal names, physical street addresses, taxpayer identification numbers, dates of birth or other information or documentation required by Elan to confirm the identity of any entity or person. “**Intellectual Property**” or “**Intellectual Property Rights**” means any patent rights, inventions, design rights, copyrights, database rights, trade secrets, trade names, trademarks, service marks, moral rights, know-how and any other similar rights or intangible assets recognized under any laws or international conventions, and in any country or jurisdiction in the world, as intellectual creations to which rights of ownership accrue, and all registrations, applications, disclosures, renewals, extensions, continuations or reissues of the foregoing now or hereafter in force. “**Obligations**” means all Charges, fees, and any other activity posted to an Account. “**Participant**” means any entity wholly or majority owned or controlled (which is at least 51% or more of voting rights) by Company that Company authorizes and Elan approves for participation in the Program through execution of a Participant Agreement. “**Statement**” means, with respect to one or more Accounts, a periodic listing of all Obligations and payments posted to such Accounts.
2. **PRODUCTS AND SERVICES.** Elan operates the Program pursuant to which it issues Accounts that can be used to make Charges at participating merchants and agrees to provide Company access to the Program. Elan agrees to provide Company access to its online portal that allows Company to, among other things, review and pay Statements, establish and modify spend controls, and obtain various reports in connection with the Program.
3. **FEES AND BILLING.**
 - 3.1. **Fees.** Elan may charge Company the fees set forth in Schedule 1 of this Agreement. Failure of Elan to apply any fee or charge set forth in this Agreement, at any time, does not preclude Elan from ever applying such fee or charge.
 - 3.2. **Billing.** Company will receive an electronic Statement at the end of Company’s Billing Cycle. Company shall pay Elan the amount due as directed on the Statement. Company shall pay Elan using an electronic payment method approved by Elan. Company shall notify Elan of all disputes regarding Charges or billings for the Program within 60 days of the Statement date, identifying the specific items and the basis for such dispute. All disputes must be submitted in accordance with the Card Network operating rules and regulations. If the amount shown on a Statement as owing under an Account (other than those subject to a bona fide dispute) has not been paid in full by the issuance of the next Statement, the Account is delinquent and Elan may suspend the Account. Elan may recover any reasonable legal fees and other collection expenses. If an Account is used for Charges in a currency other than the billing currency, the amount shown on the Statement for that Charge will be shown as a single amount that is the aggregate of (i) the amount of the Charge converted at the applicable exchange rate and (ii) the “Foreign Transaction Fee” on such amount as set forth in Schedule 1. Due to fluctuations in foreign exchange rates, a credit may not be in the same amount as the original Charge.
4. **LIABILITY.** Company shall only be permitted to request the issuance of Accounts in the name of the following parties: (i) in Company’s or Participant’s own name, (ii) in the name of any Company or Participant employee, (iii) in the name of any individual that is acting directly or indirectly as an independent contractor of Company or Participant, and (iv) in the name of any other individual provided on a temporary basis and so long as such individual has a bona fide connection to Company or Participant (i.e. a temporary card issued to an employee candidate). Company shall not request the issuance of Accounts for its subsidiaries (or employees of such subsidiaries) that are not Participants. Elan may refuse to issue an Account to any party that cannot satisfy Elan’s regulatory requirements referenced in Section 16 herein.

Except as expressly provided in this Agreement, Company is liable for all billed transactions and other Charges made by Company, its Participants, and its Account holders, including for (i) any Account holder misuse of an Account; and (ii) Charges declined or approved as a result of inaccurate merchant category codes used by a merchant.
5. **FINANCIAL INFORMATION AND CREDIT.** Company shall deliver to Elan its fiscal year-end financial statements as soon as available, but not later than 120 days following the end of Company’s fiscal year. Upon request by Elan, Company shall deliver additional information regarding its business, operations, affairs, and financial condition, including reviews or audits of fiscal year-end financials performed by certified public accountants and Company prepared quarterly financial statements. Elan at its sole discretion will set credit limits or controls associated with this Program and may, without prior notice to Company, modify such limits or controls. Elan will endeavor to promptly provide notice to Company of any decrease in a credit limit. Company shall make a payment to Elan within ten days of such notice sufficient to reduce the Obligations to an amount equal to, or less than, the revised credit limit.
6. **SECURITY AND CONFIDENTIALITY.**
 - 6.1. Either party may receive or otherwise have access to Secured Information. “**Secured Information**” means information regarding Accounts, passwords, personal identification numbers, and other sensitive information or Confidential Information of either party. Each party shall maintain an information security program designed to (i) ensure the security, integrity and confidentiality of Secured Information; (ii) protect against any anticipated threats or hazards to the security or integrity of such Secured Information; (iii) protect against unauthorized

access to or use of such Secured Information that could reasonably result in harm to the person or entity that is the owner, user or subject of the Secured Information; and (iv) ensure the proper disposal of such Secured Information. Each party shall secure and protect the other's Secured Information using at least the same degree of care as it uses to secure and protect its own Secured Information, but no less than a reasonable degree of care as determined by the nature of this Agreement and the highest industry standards to prevent the unauthorized use, disclosure, or duplication of Secured Information. At a minimum, Company will install and maintain commercially reasonable cybersecurity defenses against any feature, routine, or device that is intended or designed to (i) disrupt the operation of any Elan owned or licensed software or system including any timeout functionality; (ii) cause any Elan owned or licensed materials, software, or system to be destroyed, altered, erased, damaged or otherwise made inoperable; or (iii) permit any person or entity to destroy, alter, erase, damage or otherwise render inoperable any Elan owned or licensed materials, software, or system, including, but not limited to, any cyber-attacks such as any computer virus, trap door, back door, time bomb, malicious program or mechanism. Furthermore, Company will perform routine hygiene on their systems to ensure appropriate use of software locks, routine password checking and CPU serial number checking.

- 6.2. Each party may have access to, and each party may provide to the other party, information the owner of such information regards as confidential or proprietary. "**Confidential Information**" includes information of a commercial, proprietary, or technical nature, whether now in existence or hereafter created. Confidential Information includes, but is not limited to, the following: (i) information marked as "confidential" or similarly marked, or information a party should, in the exercise of reasonable judgment, recognize as confidential; (ii) Intellectual Property of each party; (iii) Identification Information; (iv) the business, financial, or technical information of each party and its respective affiliates; (v) each party's business objectives, financial results, technological developments and other similar proprietary information and materials; and (vi) notes, memoranda, analyses, compilations, studies and other documents, whether prepared by either party or for either party, which contain or otherwise reflect Confidential Information. Confidential Information does not include information that (i) is already rightfully known to the recipient at the time it obtains Confidential Information from the disclosing party; (ii) is or becomes generally available to the public other than as a result of disclosure in breach of this Agreement or any other confidentiality obligations between the parties; (iii) is received on a non-confidential basis from a third party reasonably believed to be authorized to disclose such information without restriction and without breach of this Agreement; (iv) is contained in, or is capable of being discovered through examination of, publicly available records or materials; or (v) is developed by Elan or Company without the use of any proprietary, non-public information provided by the other party.
- 6.3. Elan may (i) use and disclose Company's Confidential Information to the extent necessary to maintain compliance with Card Network operating rules and regulations, applicable law or regulatory authorities; or (ii) use and disclose non-identifying data to any entity or third party to the extent such data is aggregated, summarized, or otherwise presented in a manner that does not directly or indirectly identify such data as attributable to Company, its affiliates, or Account holders. Portions of Company's Account and transaction data are captured by third parties, including, but not limited to, the Card Network, third-party service providers, merchants, and merchant processors during the course of normal business operations. All such third parties shall not be considered an agent of Elan for purposes of this Section 6. In the event the recipient receives notice of any order by a court or governmental agency to disclose any Confidential Information of the disclosing party, the recipient shall promptly notify the disclosing party so the disclosing party may seek an appropriate protective order. Notwithstanding the foregoing, Elan may be prohibited by applicable law or a governmental agency from disclosing a request for Confidential Information and under such circumstances Elan is excused from notifying Company of any disclosure of Confidential Information. Each party shall disclose Confidential Information only to the extent required by applicable law or regulatory authority.
- 6.4. Each party shall hold Confidential Information in confidence and disclose Confidential Information only to those employees, agents, subcontractors or individual contractors whose duties reasonably require access to such information. Each party must protect Confidential Information using at least the same degree of care as it uses to protect its own Confidential Information, but in no event less than a reasonable degree of care, to prevent the unauthorized use, disclosure, or duplication (except as required for backup systems) of such Confidential Information. Each party shall cause its agents, employees, subcontractors and independent contractors, to maintain Confidential Information in confidence and disclose such Confidential Information only for the purpose of performing its obligations, or exercising or enforcing its rights, under this Agreement, or as otherwise expressly permitted by this Agreement.
- 6.5. Upon termination of this Agreement, each party shall immediately, upon election of the disclosing party, return or destroy all Confidential Information in its direct or indirect possession or control that belongs to the disclosing party; provided, that Elan may retain particular transaction data with respect to the Accounts as is necessary to perform its billing functions and to maintain compliance with the Card Network operating rules and regulations. Upon written request, the recipient will provide the disclosing party written certification of destruction of Confidential Information. Any Confidential Information maintained in an electronic format shall be returned to the disclosing party in an industry standard format or, at the option of the disclosing party, deleted and removed from all computers, electronic databases and other media. Each party may retain one archived copy of Confidential Information solely for compliance purposes and subject to the terms of this Agreement.
- 6.6. Company shall not make any "case study," testimonial, press release, or other public announcement regarding this Agreement or any activities performed hereunder, unless required to do so by applicable law. Company and its affiliates shall obtain the prior written approval of Elan's Media Relations department for any press release that Company seeks to release that contains Elan's identity. Company shall provide Elan at least 15 business days to review and respond to any such request for approval.

7. DEFAULT.

- 7.1. Company shall be in default upon the occurrence of any of the following events (each a "**Company Default**") (i) any failure to make a payment on any Account; (ii) a breach of any of its representations, warranties, covenants or other obligations under this Agreement; (iii) any default of any other agreement between Elan and any of Company, a Participant, or Company's affiliate that has not been cured in the time specified in the applicable agreement; (iv) the filing of a bankruptcy or insolvency proceeding, the appointment of a receiver or trustee for benefit of creditors, or the entry into an arrangement with its creditors by Company, a Participant or any guarantor of Company's obligations hereunder (a "**Guarantor**"); (v) a Guarantor's merger, amalgamation or sale or transfer of all or substantially all of its assets, in each case without consent of Elan; or (vi) a Guarantor, if any, revokes its guaranty of Company's obligations.
- 7.2. Elan shall be in default upon the occurrence of any of the following events (each a "**Elan Default**") (i) any of Elan's representations or warranties fail to be true and correct at any time during this Agreement; (ii) Elan breaches any obligations or covenants set forth in this Agreement; or (iii) the filing of a bankruptcy or insolvency proceeding, the appointment of a receiver or trustee for benefit of creditors, or the entry into an arrangement with its creditors by Elan.
- 7.3. Company shall cure any Company Default, arising under Section 7.1(i) within five days after the payment became delinquent. Company shall cure any Company Default, arising under Section 7.1(ii) or (iii), within 30 days after notice of a Company Default. Notwithstanding



the foregoing, a Company Default under Section 16 and a Company Default arising under Sections 7.1 (iv) – (vi) shall not be entitled to notice or the right to cure and Elan may immediately terminate the Agreement as a result of any such default. Elan shall cure any Elan Default arising under Section 7.2(i) or (ii) within 30 days after notice of an Elan Default. Elan shall not be entitled to cure an Elan Default under Section 7.2(iii).

- 7.4. Upon the occurrence of a Company Default, after the notice and cure period have run, if any, without cure, in addition to any other remedies at equity or law, Elan may: (i) immediately terminate this Agreement or suspend or cancel any Accounts; (ii) retain and will not be required to pay Company any rebates or other amounts due pursuant to this Agreement (other than a return of prefunded amounts not applied to outstanding obligations); and (iii) demand and recover payment of any damages directly related to any Company Default, including any fees or losses sustained by Elan, and any reasonable court and legal costs incurred by Elan. If Company violates its obligations under Section 6 (Security and Confidentiality) or Section 9 (Intellectual Property), in the addition to the foregoing, Elan shall be entitled to injunctive relief in its favor and to specific performance without proof of actual damages and without the requirement of the posting of any bond or similar security, because Elan's remedies at law may be inadequate to protect Elan against immediate and irreparable harm caused by any anticipated or actual breach of such obligations, and because damages resulting from such a breach may be difficult to ascertain.
- 7.5. Upon the occurrence of an Elan Default, after the notice and cure period have run, if any, without cure, in addition to any other remedies at equity or law, Company may: (i) immediately terminate this Agreement; and (ii) demand and recover payment of any damages directly related to any Elan Default.

8. **TERM, TERMINATION AND SUSPENSION.** This Agreement will remain in effect for five years measured from the first day of the month following the Effective Date (the "**Agreement Term**"). This Agreement will automatically extend at the end of the Agreement Term for successive one-year periods, unless either party provides at least 180 days written notice of termination prior to the expiration of the then current term. During the Agreement Term or any successive term thereafter neither Company nor Elan may terminate this Agreement, except by mutual consent or as otherwise provided under this Agreement.

- 8.1. In addition to any rights arising under Section 7.4, Elan may terminate this Agreement at any time for any reason by providing upon thirty (30) days' prior written notice.
- 8.2. Elan may immediately (i) suspend or cancel any Account if Elan is unable to verify the identity of the Account holder or owner of the Account, based on the Identification Information submitted to Elan, or if Elan is unable to verify providing services to an Account holder or Participant does not pose a risk to Elan of violating any applicable law, statute, or regulation; and (ii) terminate this Agreement if Elan, in its sole discretion, determines provision of services under this Agreement is counter to any existing, new, or amended law, regulation, regulatory interpretation, anticipated regulatory interpretation, or any enforcement of existing, new, or amended law, regulation, regulatory interpretation, or anticipated regulatory interpretation.
- 8.3. The following provisions shall survive termination of this Agreement: Section 3 (Fees and Billing); Section 6 (Security and Confidentiality); Section 7 (Default); Section 9 (Intellectual Property); Section 11 (Indemnification); Section 12 (Limitation of Liability); Section 13 (Notices); Section 15 (Governing Law); Section 26 (Set-Off); and Section 28 (Waiver of Jury Trial). Without limiting or affecting the foregoing, any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall survive termination and shall remain in full force and effect.

9. **INTELLECTUAL PROPERTY.**

- 9.1. Elan, or its affiliates, is the owner or licensee of any and all Intellectual Property or other proprietary right associated with Elan products and services including, but not limited to, the Program, related materials, and derivatives. Company shall not use, copy, redistribute, publish, or retransmit any portion of Elan products or Intellectual Property without the express written consent of Elan. Company shall not change or delete any proprietary notices contained on or in any written or electronic materials supplied by or through Elan. Nothing in this provision grants any ownership right to Company. Elan remains the sole owner of any and all its Intellectual Property.
- 9.2. Subject to Company's compliance with this Section 9, Elan grants Company and any Participant a non-exclusive, non-transferrable license to use and access Accounts on Elan's or its third-party licensor's software. Elan or its third-party licensors may, from time to time, provide updates of the software. The updates replace the software initially licensed to Company and do not constitute an additional license to use the software. Company shall permit Elan reasonable access to any records, systems, or operations to ensure Company is in compliance with the license granted in this Section 9.
- 9.3. Elan, or its third-party licensors, retains all rights, title, and ownership of the Accounts (but not the Account data) and software, any documentation provided with the Accounts or software, and any works derived from the software that contain all or part of the software or Elan or its third-party licensors' Intellectual Property. Elan asserts the Accounts and software is protected by copyright and may be protected by patent, trademark, or other proprietary rights and laws of the United States or other jurisdictions. Any property rights not granted in this Section 9 are reserved by Elan or its third-party licensors. Company and Participant may not (i) reverse engineer, decompile, or disassemble the software or bypass or disable any copy protection or encryption; (ii) reformat or make derivative works from the software; (iii) transmit all or any part of the software by any means, media, or manner that would present the risk of unauthorized access, except as provided by Elan; (iv) disclose part or all of the software to any third parties, except as explicitly authorized by Elan; (v) use all or part of the software to advise, consult, or otherwise assist any third parties except as explicitly authorized by Elan; and (vi) otherwise use the software in any manner that would compete in any way with Elan's business.

10. **REPRESENTATIONS AND WARRANTIES.** Each party respectively represents and warrants, at all times during this Agreement, that (i) this Agreement is valid, binding, and enforceable against itself; (ii) entry into this Agreement and the performance of the obligations hereunder are within such party's powers; have been authorized by all necessary action; do not require action by or approval of any governmental or regulatory body, agency, or official; and do not constitute a breach of any material agreement of such party; (iii) entry into this Agreement and the performance of the obligations hereunder will not cause a material breach of any duty arising in law or equity; (iv) the transaction contemplated by this Agreement is within the scope of the normal course of business, and does not require further authorization for such party to be bound by this Agreement; (v) it possesses the financial capacity to perform all of its obligations under this Agreement; and (vi) it shall comply with all requirements of this Agreement and all applicable laws, rules, regulations, and requirements of governmental authorities related to the Program. Company represents and warrants, at all times during this Agreement, that (i) the material information provided by Company to Elan is true, complete, and accurate; (ii) Company shall use Accounts, and shall instruct its Account holders to use Accounts, solely for business purposes; (iii) the consent of no third party, including, without limitation, a lender, is required with respect to its entry into this Agreement, or if any such third party consent or approval is required, Company has



obtained any and all such consents or approvals; (iv) Company shall comply with, and shall cause its affiliates, Participants and Account holders to comply with, (A) the terms and conditions of any applicable Account holder Agreement or End User License Agreement that governs the use of an Account (collectively, the “**End User Agreements**”) (which Elan may amend from time to time without notice to the Account holder, but Elan will provide Account holders with notice of any material change to the End User Agreements), (B) Card Network operating rules and regulations; and (C) any applicable automated clearinghouse operating rules or regulations, including, without limitation, the National Automated Clearing House Association Operating Rules, Guidelines of the Canadian Payments Association (Payments Canada) operating rules and guidelines (if applicable), or any related or successor operating rules; and (v) Company will not, in connection with the services contemplated by this Agreement or in connection with any other business transactions involving Elan, receive compensation, make, offer, or promise to make any payment or transfer anything of value, directly or indirectly if such compensation, payment, or transfer would have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business, in breach of any applicable laws, statutes, regulations, and codes relating to anti-kickback, anti-bribery, and anti-corruption. This paragraph shall not, however, prohibit normal and customary business entertainment of nominal value or the giving of business mementos of nominal value.

Company represents that it or its Participants has received any and all necessary consents from Account holders prior to providing Elan with any Account holder Identification Information. Elan or its third party service provider may desire to send communications, including autodialed, pre-recorded or artificial voice messages, SMS text messages, and/or other electronic messages to Account holders related to servicing Company’s Accounts. Examples of such communications include reminding Account holders that a payment has not been received by Elan, or to provide other information related to the Account holder’s Account such as potential or actual fraud, identity theft, data security alerts or other transactional messages (collectively, “**Transactional Messages**”). By requesting an Account to be established for an Account holder, Company represents and warrants to Elan that it (or its Participants) has obtained such Account holder’s express consent to receive Transactional Messages from Elan or its third party service provider to the telephone number(s) (landline or wireless) or email addresses provided by Company or such Account holder to Elan in connection with establishing the Account for the Account holder, whether or not such messages result in charges imposed by a communications provider.

Except as expressly provided herein, Elan makes no warranties, express or implied, in law or in fact, including, without limitation, the implied warranties of fitness for a particular purpose and of merchantability, either to Company or to any other party, in connection with this Agreement, or with respect to software products provided or made available to Company for its use by Elan, in connection with this Agreement.

11. **INDEMNIFICATION.** Each party (the “**Indemnifying Party**”) agrees to indemnify and hold harmless the other party and its agents, officers, directors, employees, contractors and subcontractors (collectively, the “**Indemnified Parties**”) from any third-party claims, actions, demands, damages, injuries, injunctions, suits, fines, penalties, costs, and expenses and liability whatsoever (including reasonable legal fees), arising out of (i) the infringement by Indemnifying Party of any Intellectual Property or other property or contract right of any Indemnified Party; (ii) the violation of any law, rule, regulation or authority by Indemnifying Party or any third party using the Program through the Indemnifying Party; (iii) any gross negligence or intentional misconduct of Indemnifying Party or any party using the Program through the Indemnifying Party, including, but not limited to, transmission of incorrect, illegible, duplicate, or fraudulent data; or (iv) any Company Default or Elan Default, as applicable. The Indemnified Party shall notify the Indemnifying Party of any claim that is asserted and each action or suit that is filed or served, and provide the Indemnifying Party with a copy of any written documentation received in relation with the claim, for which the Indemnified Party is seeking indemnification pursuant to this Section 11, provided, however, that failure to give such notice shall not relieve the Indemnifying Party of its indemnification obligations. The Indemnifying Party may thereafter assume control of such claim, *provided* that the Indemnified Party shall have the right to participate in the defense or settlement of such claim. The Indemnified Party may employ counsel at its own expense to assist with any such claim; however, if such counsel is necessary because of a conflict of interest of either the Indemnifying Party or its counsel or because the Indemnifying Party does not assume control, the Indemnifying Party shall bear the expense of such counsel. The Indemnifying Party may not settle any claim, admit to any liability, or consent to any judgment with respect thereto without the consent of the Indemnified Party (which consent may not be unreasonably withheld, delayed or rejected).
12. **LIMITATION OF LIABILITY.** Elan and its affiliates are not liable for any consequential, special, indirect, or punitive damages of any nature (including lost profits) regardless of whether such parties have been advised of the possibility of such damages. Elan is not liable for any damages under the Program that exceed the fees Elan collected during the 12 months immediately preceding the alleged liability.
13. **NOTICES.** All notifications, consents or approval given or required under this Agreement must be in writing. The parties will be deemed a notice received (i) two days after the date of mailing if sent by overnight, registered, or certified mail, return receipt requested, or (ii) one day after the date of mailing if sent by a national overnight courier service. Any other written notice is deemed received upon receipt, which in the case of email communications shall occur upon the sender’s receipt of (i) a non-automated acknowledgement from the intended recipient or (ii) the first business day after an automated acknowledgement from the intended recipient such as by the “return receipt requested” function. Notices shall be sent to the following addresses: to Elan at Elan Financial Services, Corporate Payment Systems, Mail Code EP-MN-L29C, 200 S. 6th St., Minneapolis, MN 55402, U.S.A. Attn: CPS Contract Manager (or in the case of email, to LegalNotices@elancard.com) and to Company at the address (or email address) stated in the Application. Either party may change its notification address at any time by written notice to the other.
14. **ASSIGNMENT AND TRANSFER.** Company shall not assign or otherwise transfer or delegate its rights, obligations, or duties under this Agreement without Elan’s prior written approval at its sole discretion. For the purposes of this provision, “transfer” refers to a merger, acquisition, consolidation, divestiture, change in control, asset transfer, amalgamation, proceeding under bankruptcy laws, or any other transfer, reorganization, or sale (in whole or in part) of Company. To the fullest extent not prohibited by applicable law, Company will notify Elan in advance of any material change (and if prohibited, within 15 days after such change) to any information provided to Elan concerning Company’s primary business, legal organization (e.g., partnership, corporation, etc.) or any change resulting from a transfer as described above. Company shall promptly provide any information requested by Elan associated with the request for approval.
15. **GOVERNING LAW AND VENUE.** The laws of the state of Minnesota and applicable federal laws and regulations of the United States, apply to any dispute arising out of this Agreement, its subject matter or its formation. The parties shall exclusively bring any dispute or claim arising out of or related to this Agreement before a state or federal court in the city of Minneapolis, Minnesota. Each party irrevocably waives any objection it may now or hereafter have as to the venue of any such dispute or claim brought in such a court or that such court is an inconvenient forum.



16. **COMPLIANCE WITH APPLICABLE STATUTES AND REGULATIONS.** The parties will maintain compliance with all statutes and regulations applicable to the products and services contemplated under this Agreement, including all economic sanctions laws, anti-money laundering laws, and trade restrictions imposed by the United States, United Nations, European Union or Canada, and Elan policies related thereto. Elan may require Identification Information for Company, its affiliates, its Participants, and any authorized signers, beneficial owners, Account holders or directors of Company and its affiliates and Participants. Company shall promptly provide any such required Identification Information to Elan.
17. **FORCE MAJEURE AND EXCUSABLE DELAY.**
 - 17.1. Except for payment obligations under this Agreement, neither party is responsible for performance delays or failures resulting from acts of God, acts of civil or military authority, fire, flood, strikes, war, epidemics, shortage of power, telecommunications or Internet service interruptions or other acts or causes reasonably beyond the control of that party. The party suffering the force majeure event will (i) implement its applicable disaster recovery plan to the extent appropriate, and practicable; (ii) give the other party prompt notice of the occurrence of a force majeure event; (iii) use diligent efforts to re-commence performance as promptly as commercially practicable pursuant to its disaster recovery plan; and (iv) provide periodic updates to the other party regarding its efforts to re-commence performance, until performance has re-commenced in accordance with this Agreement.
 - 17.2. Either party may terminate this Agreement, upon written notice to the other, if the non-terminating party is unable to perform a material portion of its obligations, as a direct result of a force majeure event, for more than 30 consecutive days. Delay in either party's performance is excused to the extent its performance is delayed solely due to an act or omission of the other party.
18. **CHANGE IN TERMS OF THIS AGREEMENT.** Elan may change the terms and conditions of this Agreement at any time upon written notice to Company. If permitted by applicable law, the changes will apply to existing Account balances as well as future transactions. If Company refuses to accept the changes, Company must notify Elan, in writing and within 30 days from the date of the notice, that it refuses to accept the changes and elects to terminate this Agreement. Should Company terminate this Agreement pursuant to this Section 18, all Obligations will immediately become due and payable by Company to Elan, according to the terms of this Agreement. A Company request to Elan to take an action that is not covered by the terms of the Agreement may be honored by Elan in its sole discretion. Elan's compliance with any such requests on one or more occasions shall not establish a course of dealing or conduct upon which Company may rely or bind Elan.
19. **SEVERABILITY.** Should any provision of this Agreement be declared invalid for any reason, such declaration will not affect the validity of any other provision of this Agreement, which will remain in full force and effect, as if this Agreement had been executed with the invalid provision eliminated. The parties shall use their commercially reasonable efforts to agree upon a valid substitute provision in accordance with the purpose of this Agreement and the parties' intent.
20. **NO WAIVER.** No failure or delay, by either party to exercise any right, power, or privilege provided under this Agreement or by applicable law, will operate as a waiver thereof; nor will any single or partial exercise of any such right, power, or privilege preclude any future exercise of any other right, power, or privilege.
21. **RELATIONSHIP OF THE PARTIES.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement creates an agency, partnership, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party has authority to contract for or bind the other party in any manner whatsoever.
22. **RELATIONSHIP BETWEEN ELAN AND THIRD PARTY SERVICE PROVIDERS.** Elan may enter into agreements with third parties, for the purpose of marketing and advertising Elan's products and services and providing other services to Elan. Elan may compensate the third parties based on revenue generated instead of a flat fee for such services. The products or services provided to Company pursuant to this Agreement may include products or services subject to such compensation paid to third parties. To the extent Company was referred to Elan by such third party, Company authorizes Elan to release Company's Confidential Information to such third party (and its agents) for purposes of communicating or computing any revenue or fees that may be due from Elan to such third party.
23. **RELATIONSHIP WITH TRAVELBANK.** Company may elect to engage the services of Elan's affiliate Travelator, Inc. d/b/a TravelBank ("TravelBank"). If Company engages the services of TravelBank, Company authorizes and directs Elan on an ongoing basis to (i) deliver Data to TravelBank to facilitate such services and (ii) speak with representatives of TravelBank about the Data generally. For the purposes of this paragraph, "Data" means Company's transaction data related to and maintained under the Agreement. Elan has the right to suspend or terminate delivery of the Data at any time, including during the continuance of any default under the Agreement or in the event such Data transmission or delivery would violate applicable law. In the event Company no longer desires to have its Data released to TravelBank, Company shall affirmatively notify Elan in writing of such desire.
24. **DELEGATION.** Elan may delegate duties herein to one or more third parties without Company approval or consent, so long as, Elan remains responsible for the conduct of and payment to such third parties.
25. **NO THIRD PARTY BENEFICIARIES OR CLAIMS.** Except as stated in this Agreement, and with reference to any successors or assigns, any services provided under this Agreement are for the sole and exclusive benefit of Company and Participants, if any, and nothing in this Agreement will be deemed to create any third party beneficiary rights in any person or entity not party to this Agreement.
26. **SET-OFF.** Elan may set-off any amounts Company owes to Elan pursuant to this Agreement or any other agreement between the parties or their affiliates against any amounts due to Company by Elan or its affiliates.
27. **INCORPORATION.** The following are incorporated into this Agreement by reference as if set out at length:
 - 27.1. Schedule 1 – Fees.
 - 27.2. Schedule 2 – Reward Points Program.
28. **WAIVER OF JURY TRIAL.** Company and Elan hereby waive all rights to trial by jury in any proceeding relating to this Agreement.



Schedule 1 – Fees

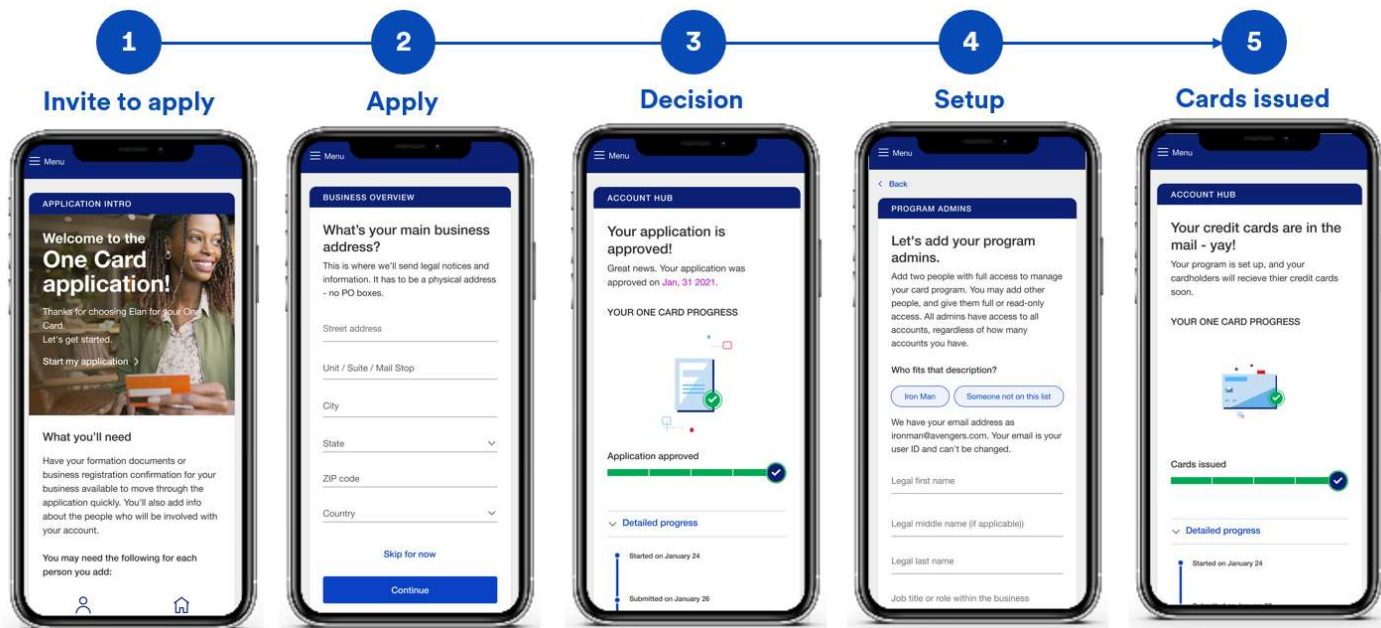
FEES	
Description	Fee
Annual Account Fee	\$0.00
Cash Advance Transaction Fee	2.5% (minimum \$2.00)
Delinquency Fee A charge will be imposed on each Delinquency Assessment Date* for Past Due Amounts**	2.5% of the Past Due Amount (minimum \$2.00)
Expedited Card Delivery Fee	\$20.00, per delivery
Foreign Transaction Fee	2.5%
Logo Setup Fee	\$300.00
Non-Sufficient Funds Fee	\$15.00, per occurrence
Statements	
Paper Statement fee	\$12.00 annually, per Account
Statement copy fee	\$5.00 per copy

*The “Delinquency Assessment Dates” for a particular Amount Due set forth in a Statement are (i) the last day of the second Billing Cycle (with the first Billing Cycle starting on the date of the applicable Statement), and (ii) for the third and each subsequent Billing Cycle the assessment date is (A) the last day of the Billing Cycle if the Billing Cycle is weekly or bi-weekly or (B) the 14th day of the Billing Cycle if the Billing Cycle is monthly.

**The “Past Due Amount” is the portion of the Amount Due set forth in a Statement that is not paid by the applicable Delinquency Assessment Date.



Preparing for digital onboarding



Collaborators

Within the digital onboarding solution, you can easily assign the following collaborator roles to keep things simple and to ensure the right people from your organization are involved.

Collaborator roles:

- Account Opener – Responsible for completing the application and acknowledging the accuracy of the responses. Contact information related to the account opener is provided in advance. The account opener will receive a personalized email with a link to their application along with credentials.
- Authorized Signer – Responsible for signing the agreement.



Applying for your program

Business overview

- Legal business name
- Main business address
- Country of main business operations
- State where business was formed
- Date entity was formed (MM/YYYY)
- Industry type
- Involved in hemp growing industry (Y/N)
- Involved in money services businesses (Y/N)

Business structure

Requirements may vary based on legal structure selected

- Federal tax ID
- Legal structure (Government, Public, Private, LLC, etc.)
- Account Opener demographics
- Beneficial Owners demographics – up to 4
- Business Control Person demographics

Financial info

- Dun & Bradstreet
- Estimated or project annual sales revenue (or annual budget)
- Expected annual spend on this program
- Financials as needed; based on your program the following may be required:
 - Annual financial statements (income statement, balance sheet and statement of cash flows) for the last three fiscal years
 - Current interim financial statements (income statement, balance sheet and statement of cash flows) for current year-to-date period (quarterly or monthly)
 - Comparable prior year-to-date interim financial statements (quarterly or monthly)
 - Line of credit details

Verify and submit

- Attest to the accuracy of the submission
- Review and sign the terms and conditions
- Authorized signer demographics (can be the account opener or the account opener can invite the appropriate signer into the application.)
- Upon signing and successful submission, a confirmation email will be sent to the account opener and authorized signer.
- Account opener and authorized signer have the ability to download copies of the application data as well as the terms and conditions.



Setting up your program

Rebate payment registration

If your program qualifies for a rebate, register to receive your payments via ACH.

- Routing/DDA
- Remittance contacts

Program admins

Identify individuals within your organization who will receive user IDs to TravelBank card management and have the authority to inquire and/or maintain the program.

- Program Admin demographics

Billing Accounts

Use billing accounts to determine how your billing statements are issued. Billing statements can be accessed online by designated program admins.

- Billing account name – should contain your business name
- Billing contact
- Billing account address
- Cycle date
- Payment method – depending on your program specifics, choose from autopay, ACH, wire or check
- Card delivery method – choose to send new cards directly to cardholders or to a central address

Cardholders

Create accounts one by one or through an import process

- Individual or department – choose to build an account for an individual or a department
- Account legal name
- Account demographics (includes DOB for individuals)
- Credit limit
- Activation code
- Issue plastic (Y/N)

Verify and submit

- Review and submit settings
- Download a copy of your program settings for your records

Preparing to launch your program

Within 10 business days user IDs and accounts are issued.

- User ID notifications distributed and accounts are issued
- Request a consultation with our advisor team for training or additional support in the launch of your program
- Receive ongoing support team relationship manager and account coordinator

As always, we're here to help. Email our advisor team at elanreferrals@elansales.com or call 866-930-2189.



City of De Pere, Wisconsin

I.10

**Request for Finance/Personnel Committee
Action**

MEETING DATE: June 10, 2025
DEPARTMENT: Finance
FROM: Pamela Manley, Finance Director
SUBJECT: Consideration and Possible Action on approval of Preliminary 2025 Borrowing.
RECOMMENDED ACTION:

Attached is the 2025 project list for the development of an initial resolution to authorize the 2025 borrowing. The projected borrowing includes \$21,658,947 for non-TID equipment and projects, \$21,312,204 for various TID items, and \$1,000,000 for Water Utility. I have included a listing of what was originally approved as well as the updated requested amounts. The City's borrowing consulting firm of RW Baird will review the list and provide their recommendations regarding note or bond sizing and repayment terms.

Pending Finance Committee approval, parameter resolutions for these projects will go to Finance on July 8th and City Council July 15th for preliminary approval. The notes would be tentatively sold the week of August 11th with a settlement date in the weeks to follow. If you have any questions, please feel free to reach out to myself or the department with the requested project.

ATTACHMENTS:
2025 Updated Borrowing Request-6.5.25

Projects	Borrowing	Borrowing - TIDs	Borrowing	Borrowing - Other	Comments
General Government					
Elections - Replace Voting Tabulators (5)	50,000		0		County Board to discuss purchasing for Municipalities
Finance - Replace ERP Software System	500,000		0		Postpone until 2026
City Hall - 1st floor City Hall Remodel	300,000		780,000		Going out to bid for construction (est. \$680,000), approve @ July. Furniture quote not yet received
Total General Government	850,000	0	780,000	0	
Public Safety					
Police - Replace Department Handguns	23,000		23,000		Per Chief Muraski
Police - Remodel and Expand Officer's Workspace	23,000		25,000		Increased Material Costs-Per Chief Muraski
Police - Replace Fleet (6) and Handheld (6) Radios	60,000		51,600		Per Chief Muraski
Police - Replace Admin Vehicle (1) and Detective Squad (1)	95,000		95,000		Per Chief Muraski
Police - Replace School Resource and Community Police Officer Squads (3)	231,900		231,900		Per Chief Muraski
Fire - Replace PPE	50,000		50,000		Per Lea Taylor
Fire - Replace Thermal Imaging Cameras (2)	15,000		14,210		Project Completed per Lea Taylor
Fire - Purchase Power Stair Chairs (2)	30,000		28,640		Project Completed per Lea Taylor
Fire - Replace Boat Foam Collar System	36,000		36,000		Per Lea Taylor
Fire - Replace Hose and Nozzles	177,000		177,000		Per Lea Taylor
Fire - Station #2 Storage Building	68,000		68,000		Addition approved 3/18/25 + \$150,000 from 2024.
Building Inspection - Purchase Truck	45,000		38,400		Per Tom B.-already purchased
Total Public Safety	853,900	0	838,750	0	
Public Works					
Engineering - Replace Truck #32	15,000		12,000		Per Tom B.
Engineering - Replace Truck #37	15,000		12,000		Per Tom B.
MSC - MSC Expansion	25,000,000		15,000,000		Per Scott-Remaining to be borrowed in 2026
Snow & Ice - Replace Truck #70	300,000		300,000		Per Tom B.
Snow & Ice - Replace Truck #72	300,000		300,000		Per Tom B.
Snow & Ice - Retrofit Truck #22 with Salt Brine Equipment	25,000		15,000		Per Tom B.
Street Maintenance - Replace Truck #53	80,000		50,000		Per Tom B.
Street Maintenance - Purchase Concrete Grinder	15,000		15,780		Per Tony Fietzer
Traffic Signs & Markings - Replace Flashing Pedestrian Signs at Third and Main	25,000		25,000		Per Tom B.
Traffic Signs & Markings - Purchase Sign Message Boards (2)	50,000		37,702		Per Tom B.-purchased already
Street Lighting - Replace Decorative and Regular Street Light Poles and Fixtures	50,000		50,000		Per Scott
Street Lighting - Replace Brackets for Street Light Banners	10,000		10,000		Per Scott
Street Lighting - Replace WPS Owned Decorative Street Light Fixtures	30,000		12,875		Partially paid for using 2024 operating.
Traffic Lights - Replace Traffic Signal Cameras/Install Audible Push Buttons at Merrill & Bdwy	50,000		50,000		Per Scott
Brush Collection - Construct Yard Waste Sites (2)	3,000,000		800,000		\$700,000 for Commerce Drive. Added \$100,000 for utility construction on American late fall. Per Eric R.
Garbage/Refuse Collection - Replace Garbage Truck #87	375,000		375,000		Per Tom B., includes trade-in price reduction
Recycling - Mill Alley Dumpster Enclosure	70,000		0		Postponed until 2026 per department
Planning - TID 7 Downtown Strategic Vision		25,000		0	Remove and use \$25,000 from Unspent Bond Proceeds.
Planning - TID 7 Development Rebate		260,000		1,770,000	Salt Box and Tile and Stone Relocation (less 80,000 of unspent borrowing)
Planning - TID 9 Downtown Strategic Vision		25,000		0	Remove and use \$25,000 from Unspent Bond Proceeds.
Planning - TID 9 Development Rebate		260,000		0	Remove, use unspent bond proceeds
Planning - TID 10 Stormwater Pond Trail		500,000		0	Remove - Moved to 2026 Budget
Planning - TID 10 Development Rebate		200,000		0	Remove - None
Planning - TID 11 West Industrial Park Railroad Spur Inspection & Maintenance		22,500		0	Remove - Move to Annual Cash Flow
Planning - TID 11 Development Rebate		300,000		28,955	Wolter Development Agreement (320,000 less outstanding)
Planning - TID 12 American Boulevard Extension and Stormwater		1,950,000		1,950,000	Per Budget
Planning - TID 12 Garroman Drive Extension		250,000		243,490	Reduce by unspent bond proceeds
Planning - TID 12 SW Neighborhood Phase 1		1,500,000		0	Postponed until 2026 per department
Planning - TID 12 Property Acquisition		300,000		200,000	G&G Rebuilders Est.
Planning - TID 12 West Industrial Park Railroad Spur Inspection & Maintenance		22,500		0	Remove - Move to Annual Cash Flow
Planning - TID 12 Development Rebate		300,000		40,000	Badgerland Supply
Planning - TID 13 Development Rebate		300,000		0	Remove - None
Planning - TID 14 Development Rebate		215,000		0	Remove - None
Planning - TID 15 I-41 Sign Replacement		115,000		102,000	F&P 5/13/2025 (Not in budget)
Planning - TID 15 Employers Blvd/Preserve Infrastructure		1,200,000		1,560,000	F&P 5/13/2025
Planning - TID 15 Development Rebate		300,000		0	None
Planning - TID 17 Development Rebate		3,500,000		3,500,000	Amerilux (Grant 1 of 2, Grant 2 in Sept 2026)
Planning - TID 17 Profit Place Revision		200,000		200,000	Per Budget
Planning - TID 18 Downtown Strategic Vision		25,000		25,000	Per Budget
Planning - TID 18 Parking Ramp	1,162,500	6,587,500		6,500,000	Balance in 2026 after bidding
Planning - TID 18 Wisconsin and William Street Reconstruction		500,000		641,030	675 LN FT x \$1000 per (\$675,000-33970 current outstanding)

Projects	ORIGINAL REQUEST		UPDATED REQUEST		Comments
	Borrowing	Borrowing - TIDs	Borrowing	Borrowing - Other	
Planning - TID 8 Southbridge Interchange Segment 1		100,000		0	Use existing unspent borrowing
Planning - TID 15 Southbridge Interchange Segment 1		3,500,000		3,500,000	GV-14 Construction - Assuming BC and DP revised agreements 10BC/90DP
Planning - TID 11 Southbridge Interchange Segment 2		178,375		116,604	GV-15 Acquisition (2025 budget less outstanding funds - \$61,770.65)
Planning - TID 12 Southbridge Interchange Segment 2		535,125		535,125	GV-15 Design
Planning - TID 11 Southbridge Interchange Segment 3		400,000		272,800	GV-16 Design
Planning - TID 17 Southbridge Interchange Segment 3		0		127,200	GV-16 Design
Planning - Southbridge Interchange Segment 4 (GV-17)		0	40,500		
Planning - Southbridge Interchange Segment 5 (GV-18)		0	100,000		
Total Public Works & TID	30,572,500	18,857,500	17,205,857	21,312,204	
Parks & Recreation					
Community Center - Replace Countertops, Sill and Ledges	50,000		50,000		Per Marty
Community Center - Replace AC Unit	140,000		140,000		Per Marty
Parks & Public Lands - Legion, VFW and Jim Martin Sand Volleyball Court Update	9,000		9,000		Per Marty
Parks & Public Lands - Rainbow Park Playground Replacement	150,000		150,000		Per Marty
Parks & Public Lands - ADA Sidewalk and Hard Surface Replacement	25,000		25,000		Per Marty
Parks & Public Lands - Crackfilling and Sealcoating	25,000		25,000		Per Eric R.
Parks & Public Lands - Voyageur Park Accessibility Repairs to Dock, Pathway, Shoreline	225,000		225,000		Per Marty
Parks & Public Lands - Voyageur Park Dumpster Enclosure	75,000		30,000		Project changed to a truck insert for garbage collection
Parks & Public Lands - VFW Softball Building Door Replacement	6,000		6,000		Per Marty
Parks & Public Lands - VFW Shelter #2 Roof Replacement	11,000		4,209		Per Tom B.
Parks & Public Lands - Braisher Park Shelter Roof Replacement	13,000		7,471		Per Tom B.
Parks & Public Lands - Nelson Pavillion Lower Level/Bowl Area Step Installation	16,000		0		Grant received by Definitely De Pere from Brown County includes this project.
Parks & Public Lands - Patriot Park Sign Replacement	7,000		7,467		Actual Cost
Boat Ramps - Perkofski Boat Launch Ticket Machine Replacement	20,000		20,000		Per Marty
Boat Ramps - Voyageur Park Dock Repair/Replacement	15,000		15,000		Per Marty
Parks Equip/Veh Maintenance - Bucket Truck Refabrication	135,000		135,000		Per Tom B.
Parks Equip/Veh Maintenance - Robotic Mower Purchase	7,000		6,938		Actual Cost
Parks Equip/Veh Maintenance - Mower #307 Replacement	40,000		40,000		Per Marty
Parks Equip/Veh Maintenance - Admin Vehicle Purchase	50,000		45,000		Per Tom B.
Parks Equip/Veh Maintenance - Car #11 Replacement	50,000		41,040		Per Tom B.
Parks Equip/Veh Maintenance - Truck #207 Replacement	75,000		63,715		Per Tom B.
Parks Equip/Veh Maintenance - Truck #7 Replacement	45,000		41,500		Per Tom B., includes tool box and \$1,250 trade-in
Parks Equip/Veh Maintenance - New Chipper	98,200		98,200		Council approved 5/20/25
Total Parks & Recreation	1,287,200	0	1,185,540	0	
Street Management					
Crackfilling/Patching - Various	270,000		270,000		Per Eric R.
Sidewalks	115,000		115,000		Per Eric R.
Concrete Street Rehabilitation	575,000		400,000		Reduced based on bids-Eric R.
Merrill Street Reconstruction	535,000		0		Postponed-Eric R.
Northeast Street Reconstruction	960,000		760,000		Reduced based on bids-Eric R.
Main Avenue and Reid Street Pavement Replacement Design	50,000		50,000		Per Eric R.
Broadway Pavement Resurface	13,800		13,800		Per Eric R.
Alley Reconstruction	56,000		40,000		Reduced based on bids-Eric R.
Total Street Management	2,574,800	0	1,648,800	0	
Water Utility					
Water Main Relay - Misc		1,000,000		1,000,000	
Total Water Utility	0	1,000,000	0	1,000,000	
TOTALS - CAPITAL PROJECTS	\$ 36,138,400	\$ 19,857,500	\$ 21,658,947	\$ 22,312,204	

\$ 55,995,900

\$ 43,971,151



City of De Pere, Wisconsin

I.11

**Request for Finance/Personnel Committee
Action**

MEETING DATE: June 10, 2025
DEPARTMENT: Finance
FROM: Pamela Manley, Finance Director
SUBJECT: Investments Summary
RECOMMENDED ACTION: Review/Discussion Only

I have attached a summary of the City's Cash and Investments for your information and review as of April 30th, 2025. I have also attached last year's monthly summary of the accounts, so you can see comparable activity throughout the course of the year for all accounts. The City's investment return through April was \$451,674.89. In April, the City received deposits in the LGIP account for our 2nd Quarter transportation and connecting highway aids totaling \$426,707.87. The Associated Bank Trust and Charles Schwab Investments both saw increases due to dividend/interest payments that were received and market appreciation. Feel free to contact me should you have any questions about this.

ATTACHMENTS:

Investment Summary-Apr. 2025, Yearly Summary-Apr. 2025, Yearly Summary-Dec. 2024

DE PERE CASH AND INVESTMENTS SUMMARY

APRIL 30, 2025

CASH ACCOUNTS

CHECKING ACCOUNTS	BALANCE
CITY CHECKING	\$ 8,078,173.90
PROPERTY TAX CHECKING	\$ 1,000.00
HEALTH CHECKING	\$ 365,583.23
DENTAL CHECKING	\$ 84,083.67
TOTAL CASH	\$ 8,528,840.80

INVESTMENTS

	JAN 1 BALANCE	BALANCE	INTERST AND APPRECIATION	ANNUALIZED RATE OF RETURN
LGIP	11,214,276.91	\$ 13,286,611.84	\$ 171,820.88	4.39%
ASSOCIATED BANK TRUST	5,319,990.57	\$ 5,433,406.27	\$ 113,415.70	6.40%
CHARLES SCHWAB INVESTMENTS	6,686,473.66	\$ 6,806,423.44	\$ 119,949.78	5.38%
MONEY MARKET	3,909,023.89	\$ 13,019,189.17	\$ 46,488.53	4.45%
TOTAL INVESTMENTS	\$ 27,129,765.03	\$ 38,545,630.72	\$ 451,674.89	
TOTAL CASH AND INVESTMENTS		\$ 47,074,471.52		

NOTE: The City budgeted \$2,000,000 for general fund revenues in the 2025 Adopted Budget.

DE PERE CASH AND INVESTMENT YEARLY SUMMARY
APRIL 30, 2025

	31-Jan-2025	28-Feb-2025	31-Mar-2025	30-Apr-2025	31-May-2025	30-Jun-2025
CHECKING ACCOUNTS						
CITY CHECKING	8,755,035.10	6,920,951.59	9,302,479.39	8,078,173.90	-	-
REAL & PPT TAX CHECKING	27,032,373.51	12,616,784.81	1,000.00	1,000.00	-	-
HEALTH CHECKING	474,815.36	536,579.01	422,196.54	365,583.23	-	-
DENTAL CHECKING	87,718.73	83,340.12	85,387.36	84,083.67	-	-
TOTAL CASH	\$ 36,349,942.70	\$ 20,157,655.53	\$ 9,811,063.29	\$ 8,528,840.80	\$ -	\$ -
INVESTMENTS						
LGIP	11,684,103.57	11,390,123.60	12,812,453.30	13,286,611.84	-	-
ASSOCIATED BANK TRUST	5,342,673.83	5,377,179.54	5,399,549.84	5,433,406.27	-	-
CHARLES SCHWAB INVESTMENTS	6,707,443.35	6,739,321.78	6,768,723.53	6,806,423.44	-	-
MONEY MARKET	3,923,499.08	3,936,621.86	12,972,700.64	13,019,189.17	-	-
TOTAL INVESTMENTS	\$ 27,657,719.83	\$ 27,443,246.78	\$ 37,953,427.31	\$ 38,545,630.72	\$ -	\$ -
TOTAL CASH AND INVESTMENTS	\$ 64,007,662.53	\$ 47,600,902.31	\$ 47,764,490.60	\$ 47,074,471.52	\$ -	\$ -

	31-Jul-2025	31-Aug-2025	30-Sep-2025	31-Oct-2025	30-Nov-2025	31-Dec-2025
CHECKING ACCOUNTS						
CITY CHECKING	-	-	-	-	-	-
REAL & PPT TAX CHECKING	-	-	-	-	-	-
HEALTH CHECKING	-	-	-	-	-	-
DENTAL CHECKING	-	-	-	-	-	-
TOTAL CASH	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
INVESTMENTS						
LGIP	-	-	-	-	-	-
ASSOCIATED BANK TRUST	-	-	-	-	-	-
CHARLES SCHWAB INVESTMENTS	-	-	-	-	-	-
MONEY MARKET	-	-	-	-	-	-
TOTAL INVESTMENTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL CASH AND INVESTMENTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**DE PERE CASH AND INVESTMENT YEARLY SUMMARY
DECEMBER 31, 2024**

	31-Jan-2024	29-Feb-2024	31-Mar-2024	30-Apr-2024	31-May-2024	30-Jun-2024
CHECKING ACCOUNTS						
CITY CHECKING	8,658,164.85	6,546,435.65	4,338,133.91	3,966,560.48	1,415,991.35	2,392,194.50
REAL & PPT TAX CHECKING	15,641,771.63	6,514,236.72	1,000.00	1,000.00	1,000.00	1,000.00
HEALTH CHECKING	1,418,730.29	1,410,173.44	1,378,539.11	1,293,115.07	1,284,101.22	750,258.10
DENTAL CHECKING	86,128.58	87,106.05	86,124.74	87,017.04	89,457.87	89,789.67
TOTAL CASH	\$ 25,804,795.35	\$ 14,557,951.86	\$ 5,803,797.76	\$ 5,347,692.59	\$ 2,790,550.44	\$ 3,233,242.27
INVESTMENTS						
LGIP	17,866,153.79	17,658,776.95	18,936,797.56	19,341,730.48	20,398,737.41	20,438,939.67
ASSOCIATED BANK TRUST	5,132,918.84	5,127,445.37	5,145,143.67	5,140,481.49	5,170,236.11	5,193,827.26
CHARLES SCHWAB INVESTMENTS	6,446,202.84	6,430,877.60	6,439,451.41	6,448,746.66	6,472,755.90	6,498,760.90
MONEY MARKET	1,078,564.79	1,083,162.54	7,619,525.82	7,653,126.65	7,687,904.44	7,721,680.79
TOTAL INVESTMENTS	\$ 30,523,840.26	\$ 30,300,262.46	\$ 38,140,918.46	\$ 38,584,085.28	\$ 39,729,633.86	\$ 39,853,208.62
TOTAL CASH AND INVESTMENTS	\$ 56,328,635.61	\$ 44,858,214.32	\$ 43,944,716.22	\$ 43,931,777.87	\$ 42,520,184.30	\$ 43,086,450.89

	31-Jul-2024	31-Aug-2024	30-Sep-2024	31-Oct-2024	30-Nov-2024	31-Dec-2024
CHECKING ACCOUNTS						
CITY CHECKING	6,088,631.77	727,881.28	7,802,828.00	3,708,330.68	1,972,185.65	2,073,383.90
REAL & PPT TAX CHECKING	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	16,203,476.44
HEALTH CHECKING	1,011,765.80	956,627.05	918,795.55	857,501.63	824,097.82	701,634.09
DENTAL CHECKING	80,528.88	82,770.58	83,519.61	87,013.58	88,453.72	90,200.19
TOTAL CASH	\$ 7,181,926.45	\$ 1,768,278.91	\$ 8,806,143.16	\$ 4,653,845.89	\$ 2,885,737.19	\$ 19,068,694.62
INVESTMENTS						
LGIP	20,971,586.74	17,522,703.29	14,947,368.10	14,967,477.54	14,919,096.80	11,214,276.91
ASSOCIATED BANK TRUST	5,241,542.35	5,282,497.12	5,320,173.83	5,295,505.14	5,312,234.41	5,319,990.57
CHARLES SCHWAB INVESTMENTS	6,560,741.25	6,617,696.47	6,659,345.09	6,656,922.28	6,665,667.33	6,686,473.66
MONEY MARKET	7,756,736.36	7,791,951.07	7,824,800.74	7,857,010.73	7,887,021.96	3,909,023.89
TOTAL INVESTMENTS	\$ 40,530,606.70	\$ 37,214,847.95	\$ 34,751,687.76	\$ 34,776,915.69	\$ 34,784,020.50	\$ 27,129,765.03
TOTAL CASH AND INVESTMENTS	\$ 47,712,533.15	\$ 38,983,126.86	\$ 43,557,830.92	\$ 39,430,761.58	\$ 37,669,757.69	\$ 46,198,459.65