Common Council

Regular Meeting

Agenda

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

Tuesday, October 21, 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 **Common Council** of the City of De Pere will be held on **October 21, 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 Common Council, which may count toward an official quorum, may attend the meeting either in person in the Council Chambers or telephonically or electronically via video conferencing or other appropriate technological means. Telephonic or electronic access to the meeting is provided below:

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

OR

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

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

I. Call to Order

1. Roll Call.

2. Pledge of Allegiance.

3. Approval of the minutes of the October 7, 2025 meeting of the Common Council.

4. Public Hearing to act on a request to remove PDD overlays at multiple parcels on Lawrence Drive between Bridge Port Lane and Daytona Speedway.

   A. Notice of public hearing.

   B. Recommendation from Plan Commission.

   C. Ordinance #25-13 Approving Zoning Map Amendment to remove Planned Development District Overlay from 105 parcels generally located East from Lawrence Drive, South from Bridge Port Lane and North from Daytona Speedway.

5. Public Hearing to act on a request for a conditional use for Type B Home Occupation at 600

Lewis Street.

A. Notice of public hearing.

B. Recommendation from Plan Commission.

C. Resolution #25-111 Authorizing and Approving a Conditional Use of Type B Home Occupation in an R2-45 (Two-Unit) District at 600 Lewis Street (Parcel ED-936).

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

7. Recommendation from the Board of Public Works on approval of conventional water rate application for expense depreciation.

8. Recommendation from the Board of Public Works on an update to the Neighborhood Watch sign policy.

9. Recommendation from the Board of Public Works to delay construction of a new west side yard waste site.

10. Recommendation from the Board of Public Works on approving Change Order #1 for Project 25-02.

11. Recommendation from Finance & Personnel Committee to approve the Side Letter of Agreement with the De Pere Professional Fire Firefighters Association IAFF Local 141 regarding overtime incentives.

12. Recommendation from the Finance & Personnel Committee to approve Side Letter of Agreement with De Pere Professional Firefighters Association IAFF Local 141 regarding Paramedic Reimbursement Program.

13. Recommendation from Finance/Personnel Committee to approve 2026 benefit renewal & plan design changes.

14. Recommendation from Finance/Personnel Committee to approve a Redevelopment Request for Proposals for Parcel WD-376, generally known as 360 Main Avenue.

15. Resolution #25-112 Authorizing one-year Lease Agreement with KK Integrated Logistics, Inc. (Equipment Storage Warehouse).

16. Resolution #25-113 Authorizing Contractor Agreement with GFL Environmental Services USA, LLC (2026-2028 Garbage & Recycling Dumpster Corral Collection Services).

17. Resolution #25-114 Authorizing transfer of $8,909.10 from Unassigned Reserves to fund City Hall generator repairs.

18. Resolution #25-115 Authorizing transfer of $15,295 from Unassigned Reserve to fund emergency sanitary sewer line repairs at Legion Pool.

19. Resolution #25-116 Approving Amendments to Sections 2. General Guidelines of Employment, 3. General Policies, 4. Employee Conduct, 6. Compensation, 7. Time Off and Away from Work, 9. Separation from Employment and 10. Expenses and Reimbursements of the City of De Pere Employee Policy Manual.

20. Resolution #25-117 Approving Grant Agreement Modification to Division of Public Health DPH LPHD Immunization Consolidated Contract #65397-4 in the amount of $8,310.

21. Resolution #25-118 Authorizing Purchase of Managed Detection and Response Cybersecurity Services from Arctic Wolf Networks, Inc. in the amount of $25,500.

22. Consideration and possible action on the negotiation of EMS contracts with the Town of Lawrence.

PLEASE TAKE NOTICE that the Council may convene in closed session pursuant to Wis. Stat. §19.85(1) for agenda item 22:
(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. The Council may then reconvene thereafter in open session pursuant to Wis. Stat. §19.85(2) to take action on any matter discussed in closed session or for such other purposes as are allowed by law.

II. Future Agenda Items

III. 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.

<u>Agenda Sent To:</u>
Alderpersons
City Manager
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Definitely De Pere

City of De Pere, Wisconsin

I.3

Request for Common Council Action

MEETING DATE:	October 21, 2025
DEPARTMENT:	City Clerk
FROM:	Carey Danen, City Clerk
SUBJECT:	Approval of the minutes of the October 7, 2025 meeting of the Common Council.
RECOMMENDED ACTION:	Motion to approve.

ATTACHMENTS:
10-7-25 Common Council minutes_draft

Common Council

Regular Meeting

Draft Minutes

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

Tuesday, October 7, 2025	**7:30 PM**	**Council Chambers/Virtual**

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

1. Roll Call.
Present: Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kundinger, Shana Ledvina, Casey Nelson, Devin Perock, James Boyd

2. Pledge of Allegiance.

3. Approval of the minutes of the September 16, 2025 Common Council meeting.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dan Carpenter
SECONDER:	Casey Nelson
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kundinger, Shana Ledvina, Casey Nelson, Devin Perock, James Boyd

4. Public Hearing to act on a request for a zoning map amendment to remove PDD overlays at multiple parcels on Lawrence Drive.

A. Notice of public hearing.

The public hearing notice was published in the Press Times on September 19th and 26th, 2025.

B. Recommendation from Plan Commission.

Mayor Boyd declared the public hearing open. Developer Pat Kaster from River City Realtors spoke in support of the City's efforts to remove the overlays. No one else wished to speak so Mayor Boyd declared the hearing closed.

C. Ordinance #25-11 Approving Zoning Map Amendment to remove Planned Development District Overlay from 122 properties generally located east from Lawrence Drive, north of Garroman Drive and approximately 230 feet west from American Boulevard.

RESULT:	**ADOPTED BY ROLL CALL VOTE [UNANIMOUS]**
MOVER:	Jonathon Hansen
SECONDER:	Amy Kundinger

AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kundinger, Shana Ledvina, Casey Nelson, Devin Perock, James Boyd

5. Public hearing to act on a request for a zoning map amendment at American Boulevard and Red Maple Road.

   A. Notice of public hearing.

      The notice was published in the Press Times on September 19th and 26th, 2025.

   B. Recommendation from Plan Commission.

      Mayor Boyd declared the public hearing open. No one wished to speak, so he declared the public hearing closed.

   C. Ordinance #25-12 Approving Zoning Map Amendment from BP-2, Business Park 2 District to PUD, Planned Unit Development District (Parcel Nos. WD-1040, WD-1041-1, WD-1041-2, WD-1042 and WD-1043).

RESULT:	**ADOPTED BY ROLL CALL VOTE [UNANIMOUS]**
MOVER:	Casey Nelson
SECONDER:	Shana Ledvina
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kundinger, Shana Ledvina, Casey Nelson, Devin Perock, James Boyd

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

   Oakdale Avenue resident Ruth Ann Reynen spoke regarding the road reconstruction project on her street. She requested sloped access between the street and sidewalk; Mayor Boyd stated that staff will reach out to her regarding her request.

7. Presentation from the De Pere Beautification Committee.

   Sue Walsh and Eben Erhard from the Beautification Committee reviewed the group's activities over the past year. They reported on several new initiatives, including the planting of 1,500 daffodil bulbs, the second phase of their work at Walsh Plaza, and a butterfly habitat in the roundabout at Scheuring Rd and Suburban Dr. Erhard recognized their donors, and noted that citizens can also donate by going to the committee's website at www.deperebc.org.

8. Recommendation from Plan Commission to approve a 3-lot and 1-outlot certified survey map at 1100 Employers BL (Parcels WD-D0031, WD-364-D-502).

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Casey Nelson
SECONDER:	Dan Carpenter
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kundinger, Shana Ledvina, Casey Nelson, Devin Perock

9. Recommendation from Plan Commission to approve a 2-lot extraterritorial certified survey map at 2200 BLK Beck WY in Lawrence (Parcel L-451-4).

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	James Boyd
SECONDER:	Shana Ledvina
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kundinger, Shana Ledvina, Casey Nelson, Devin Perock, James Boyd

10. Recommendation from Plan Commission to approve a 44-lot and 1-outlot extraterritorial preliminary plat of Rock Ridge Estates at 2200 BLK Beck WY in Lawrence (Parcels part of L-451-1, L-452-5).

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dan Carpenter
SECONDER:	Casey Nelson
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kundinger, Shana Ledvina, Casey Nelson, Devin Perock, James Boyd

11. Recommendation from the Board of Park Commissioners to accept a donation from the Pink Flamingos to place a statue and plaque at Legion Park valued at $3,000.

    Parks Director Marty Kosobucki explained that staff decided to place the statue on top of the scorer's shack in order to make it harder to vandalize.

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Pamela Gantz
SECONDER:	Devin Perock
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kundinger, Shana Ledvina, Casey Nelson, Devin Perock, James Boyd

12. Recommendation from the Board of Park Commissioners to allocate up to $5,000 from the beer garden revenues to fund recommended improvements to the Legion Park disc golf course.

    Parks Director Marty Kosobucki reported that this project will replace the existing tee pads with concrete.

RESULT:	**APPROVED BY ROLL CALL VOTE [UNANIMOUS]**
MOVER:	Casey Nelson
SECONDER:	Shana Ledvina
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kundinger, Shana Ledvina, Casey Nelson, Devin Perock, James Boyd

13. Recommendation from the License Committee on a renewal application for a Class "B" Fermented Malt Beverage License for De Pere Deacons Hockey Team, Inc. (DBA De Pere Deacons), 1450 Fort Howard Av. Agent: David E. Lepp, Green Bay WI.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dan Carpenter

SECONDER:	Devin Perock
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kundinger, Shana Ledvina, Casey Nelson, Devin Perock, James Boyd

14. Recommendation from the License Committee on an application for a Class "B" Fermented Malt Beverage/"Class B" Intoxicating Liquor License for Lucky Lotus LLC (DBA Lucky Lotus - Asian Fusion), 101 Fort Howard Av. Agent: Alison C. Porter, Appleton WI.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dan Carpenter
SECONDER:	Pamela Gantz
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kundinger, Shana Ledvina, Casey Nelson, Devin Perock, James Boyd

15. Resolution #25-106 Ratifying and Accepting a grant from David L. and Rita E. Nelson Family Fund in the amount of $100,000 for improvements to Wilson Park.

RESULT:	**ADOPTED BY ROLL CALL VOTE [UNANIMOUS]**
MOVER:	James Boyd
SECONDER:	Devin Perock
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kundinger, Shana Ledvina, Casey Nelson, Devin Perock, James Boyd

16. Resolution #25-107 Approving Fox River State Trail Winter Maintenance Cost Share Memorandum of Understanding among the City of De Pere, the Village of Allouez, the City of Green Bay and Brown County.

    Parks Director Marty Kosobucki reported that staff has not had any discussion with Brown County on extending the plowing of the trail from Heritage Rd to Rockland Rd.

RESULT:	**ADOPTED BY ROLL CALL VOTE [UNANIMOUS]**
MOVER:	Shana Ledvina
SECONDER:	Dan Carpenter
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kundinger, Shana Ledvina, Casey Nelson, Devin Perock, James Boyd

17. Resolution #25-108 Authorizing transfer of $3,000 from Unassigned Reserves to fund additional City Entrance Signs.

RESULT:	**ADOPTED BY ROLL CALL VOTE [UNANIMOUS]**
MOVER:	James Boyd
SECONDER:	Pamela Gantz
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kundinger, Shana Ledvina, Casey Nelson, Devin Perock, James Boyd

18. Resolution #25-109 Authorizing AT&T Utility Easement (300 BLK Main AV; Parcel Nos. WD-917-1 and WD-917-2).

RESULT:	**ADOPTED BY ROLL CALL VOTE [UNANIMOUS]**
MOVER:	Dan Carpenter

SECONDER:	Devin Perock
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kundinger, Shana Ledvina, Casey Nelson, Devin Perock, James Boyd

19. Resolution #25-110 Authorizing Development Agreement with Phoenix of DePere, LLC (Parcel Nos. WD-364-D-502 and WD-D0031; 1100 Employers Boulevard).

    Development Services Director Dan Lindgstrom explained that 20% of the units must be classified as affordable (at or below 80% of the area median income). The appendix of the developer's agreement lists price points for this threshold.

RESULT:	**ADOPTED BY ROLL CALL VOTE [UNANIMOUS]**
MOVER:	James Boyd
SECONDER:	Pamela Gantz
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kundinger, Shana Ledvina, Casey Nelson, Devin Perock, James Boyd

20. Notification of Letter of Support provided to the Wisconsin Department of Transportation for Standalone Curb Ramp Improvement Project.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dan Carpenter
SECONDER:	Casey Nelson
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kundinger, Shana Ledvina, Casey Nelson, Devin Perock, James Boyd

21. Consideration and possible action on Consent to Collateral Assignment of Payment Rights between De Pere Hotel Associates, LLC and Community First Credit Union regarding the former Shopko site - Hotel Project.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	James Boyd
SECONDER:	Devin Perock
AYES:	Dan Carpenter, Mike Eserkaln, Pamela Gantz, Jonathon Hansen, Amy Kundinger, Shana Ledvina, Casey Nelson, Devin Perock, James Boyd

II. Future Agenda Items
None.

III. Adjournment
Mayor Boyd moved, seconded by Alderperson Nelson to adjourn the meeting at 8:28 PM. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen, City Clerk

City of De Pere, Wisconsin

I.4

Request for Common Council Action

MEETING DATE:	October 21, 2025
DEPARTMENT:	Development Services
FROM:	Peter Schleinz, City Planner/Zoning Administrator
SUBJECT:	Public Hearing to act on a request to remove PDD overlays at multiple parcels on Lawrence Drive between Bridge Port Lane and Daytona Speedway.
RECOMMENDED ACTION:	

ATTACHMENTS:
None

City of De Pere, Wisconsin

I.4.A

Request for Common Council Action

MEETING DATE:	October 21, 2025
DEPARTMENT:	City Clerk
FROM:	Carey Danen, City Clerk
SUBJECT:	Notice of public hearing.
RECOMMENDED ACTION:	

ATTACHMENTS:
Public Hearing Notice_Zoning Map Amendment_Lawrence Dr_10-21-25_Class 2

Publish: October 3, 2025, and October 10, 2025, in the Press-Times (Class 2 Notice)

NOTICE OF PUBLIC HEARING

Notice is hereby given, that on **Tuesday, October 21, 2025,** at 7:35 PM or as soon thereafter as can be heard, a public hearing will be held by the Common Council of the City of De Pere to act on the request for a zoning map amendment to remove PDD overlays at the following properties:

Parcels WD-1148, WD-1265, WD-1266, WD-1267, WD-1268, WD-1269, WD-1270, WD-1271, WD-1272, WD-1273, WD-1274, WD-1275, WD-1276, WD-1277, WD-1278, WD-1279, WD-1280, WD-1281, WD-1282, WD-1283, WD-1284, WD-1285, WD-1286, WD-1287, WD-1288, WD-1289, WD-1290, WD-1291, WD-1292, WD-1293, WD-1294, WD-1295, WD-1296, WD-1297, WD-1298, WD-1299, WD-1300, WD-1301, WD-1302, WD-1303, WD-1304, WD-1305, WD-1306, WD-1307, WD-1308, WD-1309, WD-1310, WD-1311, WD-1312, WD-1456, WD-1457, WD-1458, WD-1459, WD-1465, WD-1466, WD-1467, WD-1468, WD-1469, WD-1470, WD-1476, WD-1477, WD-1478, WD-1479, WD-1480, WD-1481, WD-1482, WD-1483, WD-1485, WD-1486, WD-1487, WD-1488, WD-1489, WD-1490, WD-1491, WD-1492, WD-1493, WD-1494, WD-1495-1, WD-1496, WD-1497, WD-1499, WD-1500, WD-1501, WD-1578, WD-1579, WD-1580, WD-1581, WD-1582, WD-1583, WD-1584, WD-1585, WD-1766, WD-1767, WD-1854, WD-1855, WD-1856, WD-1857, WD-1858, WD-1859, WD-1860, WD-1861, WD-1862, WD-1863, WD-1889, and WD-1890, generally located 0.0 feet east from Lawrence DR, 125.0 feet south from Bridge Port LN, and 157 feet north from Daytona Speedway.

The public may attend the meeting either in person in the Council Chambers (2nd Floor City Hall, 335 S Broadway ST, De Pere WI) or electronically. Electronic or telephonic access to the meeting is below: Computer/smart phone accessing https://www.gotomeet.me/DePere OR dial by phone: United States (Toll Free): 1-866 899-4679 United States: +1 (312) 757-3117 Access Code: 154-883-285.

A map of the proposed zoning map amendment is available by emailing Peter Schleinz at pschleinz@deperewi.gov.

Dated this 23rd day of September, 2025.

BY ORDER OF THE COMMON COUNCIL

James G. Boyd
Mayor

Carey E. Danen
City Clerk

City of De Pere, Wisconsin

I.4.B

Request for Common Council Action

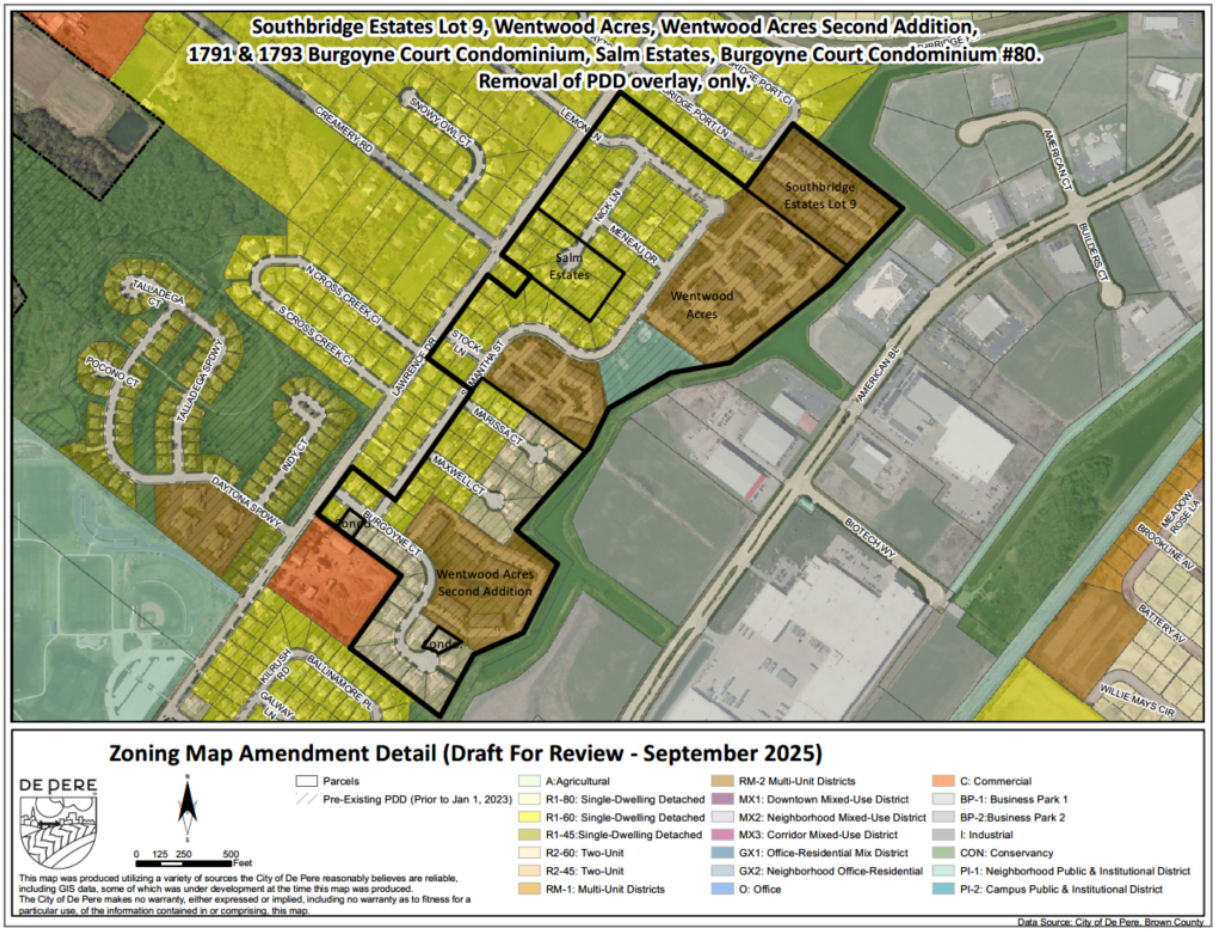
MEETING DATE:	October 21, 2025
DEPARTMENT:	Development Services
FROM:	Peter Schleinz, City Planner/Zoning Administrator
SUBJECT:	Recommendation from Plan Commission.
RECOMMENDED ACTION:	Motion to approve.

On September 22, 2025, Plan Commission unanimously recommended approval by a vote of 5-0.

ATTACHMENTS:
PC Report, Application and Supporting Documents - 17 Sep 2025

Consideration and possible action for a zoning map amendment to remove PDD overlays from 105 parcels, generally located east from Lawrence DR, south from Bridge Port LN, and north from Daytona Speedway.*

SITE MAP



REQUESTED ACTION: Zoning Map Amendment Request to remove PDD Overlays (File ZMA 25-07).

NOTE: The request is for removing PDD overlays on 4 subdivisions and 2 condominiums:

1. *Southbridge Estates (Lot 9)*
2. *Wentwood Acres*
3. *Wentwood Acres Second Addition*
4. *1791 & 1793 Burgoyne Court Condominium*
5. *Salm Estates*
6. *Burgoyne Court Condominium #80*

COMMON DESCRIPTION: 105 parcels generally located east from Lawrence DR, south from Bridge Port LN, and north from Daytona Speedway.

SURROUNDING LAND USES: One-Unit Residential (R1-60) and Storm Pond (CON) to the north.
Nursery (C), One-Unit Residential (R1-60), and Storm Pond (CON) to the south.
Storm Pond (CON) and Business Park (BP-1, BP-2) to the east.
One Unit Residential (R1-60, R1-45 PDD, CON PDD) to the west.

COMPREHENSIVE PLAN: Neighborhood Residential (Including Multi-Family), Multi-Family Residential, Parks and Recreation.

APPLICANT / OWNERS:

Authorized Representative
City of De Pere
ATTN: Peter Schleinz
335 N Broadway ST
De Pere, WI 54115

Property Owner
Multiple (105 parcels)

LAND USE HISTORY: After a review of air photographs, the general subject area began developing before 2005.

STAFF REVIEW (GENERAL): When reviewing a zoning map amendment request, staff considers the future land use recommendation of the Comprehensive Plan, surrounding land uses, and desired development patterns. The proposed rezoning complies with the Comprehensive Plan and surrounding land uses, including matching adjacent existing uses.

Existing Zoning District

The Site Map reflects the specific zoning district for each of the 105 parcels, which includes the underlying R1-60, R2-60, RM-2, and PI-1 Districts. The zoning district names were updated in 2023 with regulations that closely match the original zoning districts that were created between 2001 and 2003.

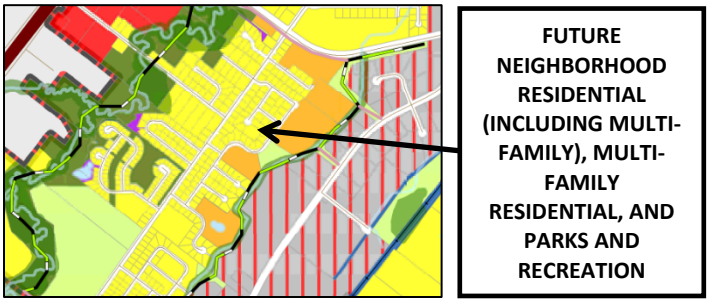
The underlying zoning districts are not proposed for change. Only the PDD overlays, also created between 2001 and 2003, are proposed to be removed.

Specific details about the PDD overlays and each of the six areas are provided separately within the *"Staff Review: (Specific for each Land Division)"* section of this Staff Report. Plan Commission may act on each of the six separately, or on all six as a group.

Surrounding Land Uses

The existing site zoning and surrounding land uses are referenced near the beginning of this report. The 2010 Comprehensive Plan Update identifies future land uses as Neighborhood Residential (Including Multi-Family), Multi-Family Residential, and Parks and Recreation.

CLIP FROM FUTURE LAND USE MAP



Desired Development Patterns

The underlying R1-60, R2-60, RM-2, and PI-1 Districts remain unchanged if the PDD overlays are removed. The permitted uses and conditional uses for each district are in Zoning Ordinance Article VII and summarized in Table 7-1.

There are four specific PDD overlay areas. One PDD overlay was created with each of the referenced subdivisions. The PDD Overlay for the two condominiums was created with the Wentwood Acres Second Addition subdivision. The PDD overlays established only the residential uses for the lots. No zoning regulations were created or modified.

STAFF REVIEW (SPECIFIC FOR EACH LAND DIVISION)

The request is to remove two PDD overlays from four subdivisions and two condominium plats. Below is a summary for each with details about the specific PDD overlay and the impacts of removing the PDD overlay.

1. **Southbridge Estates (Lot 9)**
   The subdivision was recorded on March 21, 2001, with 16 one-unit lots and one multi-unit lot. Only the multi-unit lot, Lot 9, has a PDD Overlay.

   The PDD Overlay approval date was not precise in the subdivision file records, and was either the date the subdivision was recorded in 2001, or shortly after in 2002. The more likely date is 2001 as that is when the subdivision became a recorded document. The PDD Overlay did not change existing Zoning Ordinance regulations.

   Removing the PDD overlay would not change anything because the subdivision already utilizes the existing Zoning Ordinance regulations today. No additional benefits are offered by the PDD overlay.

2. **Wentwood Acres**
   The subdivision was recorded on August 2, 2001, with 37 one-unit lots, two multi-unit lots, and one lot for a city-owned park.

   The PDD Overlay was approved in August 2001 with the Wentwood Acres subdivision. Th e PDD Overlay did not change existing Zoning Ordinance regulations.

   Removing the PDD overlay would not change anything because the subdivision already utilizes the existing Zoning Ordinance regulations today. No additional benefits are offered by the PDD overlay.

3. **Wentwood Acres Second Addition**
   The subdivision was recorded on March 2, 2003, with 18 one-unit lots, 27 two-unit lots, and one multi-unit lot.

   The PDD Overlay was approved in March 2003 with the Wentwood Acres Second Addition subdivision. The PDD Overlay did not change existing Zoning Ordinance regulations.

   Removing the PDD overlay would not change anything because the subdivision already utilizes the existing Zoning Ordinance regulations today. No additional benefits are offered by the PDD overlay.

4. **1791 & 1793 Burgoyne Court Condominium**
   The condominium plat was recorded on October 8, 2003, for a two-unit residential structure.

   The PDD Overlay was approved in March 2003 with the Wentwood Acres

Second Addition subdivision. Th e PDD Overlay did not change existing Zoning Ordinance regulations

Removing the PDD overlay would not change anything because the subdivision already utilizes the existing Zoning Ordinance regulations today. No additional benefits are offered by the PDD overlay.

5. **Salm Estates**
The subdivision was recorded on December 29, 2003, with 8 one-unit lots.

The PDD Overlay was approved in December 2023 with the Salm Estates subdivision. The PDD Overlay did not change existing Zoning Ordinance regulations.

Removing the PDD overlay would not change anything because the subdivision already utilizes the existing Zoning Ordinance regulations today. No additional benefits are offered by the PDD overlay.

6. **Burgoyne Court Condominium #80**
The condominium plat was recorded on March 9, 2006, for a two-unit residential structure.

The PDD Overlay was approved in March 2003 with the Wentwood Acres Second Addition subdivision. The PDD Overlay did not change existing Zoning Ordinance regulations

Removing the PDD overlay would not change anything because the subdivision already utilizes the existing Zoning Ordinance regulations today. No additional benefits are offered by the PDD overlay.

STAFF REVIEW SUMMARY

The PDD Overlays were created in four pieces during the creation of the above referenced four subdivisions between the years 2001 and 2003. The PDD Overlays already existed when the two condominium plats were created within one of the subdivisions in years 2003 and 2006.

The PDD Overlays only established the residential lot configurations and residential uses around the time the subdivisions were recorded. The PDD Overlays provide no benefits to the property owners, and all properties already follow the existing Zoning Ordinance regulations.

NEIGHBOR OUTREACH

The publishing of a Class II public notice and public hearing is required for the removal of a PDD overlay. As a courtesy, property owners of the 105 parcels were notified by mail. One inquiry was made by a property owner seeking clarity about the removal of the PDD Overlays. The public hearing is tentatively scheduled for the October 21, 2025, Common Council meeting.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the request for a zoning map amendment to remove PDD overlays from 105 parcels, generally located generally located east from Lawrence DR, south from Bridge Port LN, and north from Daytona Speedway. A zoning map amendment must comply with the following:

Compliance with all state and local laws and regulations, including compliance with all the provisions of Chapter 14, De Pere Municipal Code.

Planning/Zoning Application

Planning & Zoning Department

Submitted On:
Sep 17, 2025, 12:35PM EDT

Parcel Number: (Include ALL parcels)	WD-1148, WD-1265, WD-1266, WD-1267, WD-1268, WD-1269, WD-1270, WD-1271, WD-1272, WD-1273, WD-1274, WD-1275, WD-1276, WD-1277, WD-1278, WD-1279, WD-1280, WD-1281, WD-1282, WD-1283, WD-1284, WD-1285, WD-1286, WD-1287, WD-1288, WD-1289, WD-1290, WD-1291, WD-1292, WD-1293, WD-1294, WD-1295, WD-1296, WD-1297, WD-1298, WD-1299, WD-1300, WD-1301, WD-1302, WD-1303, WD-1304, WD-1305, WD-1306, WD-1307, WD-1308, WD-1309, WD-1310, WD-1311, WD-1312, WD-1456, WD-1457, WD-1458, WD-1459, WD-1465, WD-1466, WD-1467, WD-1468, WD-1469, WD-1470, WD-1476, WD-1477, WD-1478, WD-1479, WD-1480, WD-1481, WD-1482, WD-1483, WD-1485, WD-1486, WD-1487, WD-1488, WD-1489, WD-1490, WD-1491, WD-1492, WD-1493, WD-1494, WD-1495-1, WD-1496, WD-1497, WD-1499, WD-1500, WD-1501, WD-1578, WD-1579, WD-1580, WD-1581, WD-1582, WD-1583, WD-1584, WD-1585, WD-1766, WD-1767, WD-1854, WD-1855, WD-1856, WD-1857, WD-1858, WD-1859, WD-1860, WD-1861, WD-1862, WD-1863, WD-1889, WD-1890
Nearest property address to the project site:	**Street Address:** , generally located east from Lawrence DR, south from Bridge Port LN, and north from Daytona Speedway **City:** De Pere **State:** WI **Zip:** 54115
Check each project type that is being applied for:	Zoning Map Amendment (Rezoning)
Current De Pere Zoning Districts:	R1-60 R2-60 RM-2 PI-1
Proposed De Pere Zoning Districts:	R1-60 R2-60 RM-2 PI-1
Existing Site Land Uses:	Residential Public & Civic
Proposed Site Land Uses:	Residential Public & Civic
Does the project comply with the Comprehensive Plan?	Yes
Has City Staff been contacted for a preapplication meeting?	Yes

Property Owner:	**First Name:** Various **Last Name:** Various
Is the property owner's address the same as the nearest property address?	Yes
Property Owner's Phone Number:	9203394043
Property Owner's Email Address:	pschleinz@deperewi.gov
Is someone processing the project for the property owner as their authorized representative?	Yes
Authorized Representative's Name:	**First Name:** Peter **Last Name:** Schleinz
Authorized Representative's Business Name:	City of De Pere
Authorized Representative's Phone Number:	9203394043
Authorized Representative's Email Address:	pschleinz@deperewi.gov
Please attach an EXHIBIT MAP with the zoning boundary.	Zoning Map Amendment.pdf
Please attach a WORD DOCUMENT with the boundary legal description.	Legal Description.docx
How do you plan on paying for your application?	City is the petitioner
Total Due:	$350.00

Signature Data	First Name: Peter Last Name: Schleinz Email Address: pschleinz@deperewi.gov Peter Schleinz Signed at: September 17, 2025 12:35pm America/New_York

User's Session Information	IP Address: 216.56.64.34 Referrer URL:

Legal Descriptions

Parcel WD-1148

Lot 9 of Southbridge Estates, Doc. #1801011, Brown County Records, part of Williams Grant Lot 110, in the City of De Pere, Brown County, Wisconsin.

Parcels WD-1265, WD-1266, WD-1267, WD-1268, WD-1269, WD-1270, WD-1271, WD-1272, WD-1273, WD-1274, WD-1275, WD-1276, WD-1277, WD-1279, WD-1280, WD-1281, WD-1282, WD-1283, WD-1284, WD-1285, WD-1286, WD-1287, WD-1278, WD-1288, WD-1289, WD-1290, WD-1291, WD-1292, WD-1293, WD-1294, WD-1295, WD-1296, WD-1297, WD-1298, WD-1299, WD-1300, WD-1301, WD-1302, WD-1303, WD-1304, WD-1305, WD-1306, WD-1307, WD-1308, WD-1309, WD-1310, WD-1311, WD-1312

Lots 1-48 of Wentwood Acres, Doc. #1831312, Brown County Records, part of Williams Grant Lots 106-109, in the City of De Pere, Brown County, Wisconsin.

Parcels WD-1456, WD-1457, WD-1458, WD-1459, WD-1465, WD-1466, WD-1467, WD-1468, WD-1469, WD-1470, WD-1476, WD-1477, WD-1478, WD-1479, WD-1480, WD-1481, WD-1482, WD-1483, WD-1485, WD-1486, WD-1487, WD-1488, WD-1489, WD-1490, WD-1491, WD-1492, WD-1493, WD-1494, WD-1495-1, WD-1496, WD-1497, WD-1499, WD-1500, WD-1501, WD-1854, WD-1855, WD-1856, WD-1857, WD-1858, WD-1859, WD-1860, WD-1861, WD-1862 and WD-1863

Lots 52-97, 81-93 and 95-97 of Wentwood Acres Second Addition, Doc. #1993138, Brown County Records, part of Williams Grant Lots 104-106, in the City of De Pere, Brown County, Wisconsin.

Parcels WD-1889 and WD-1890

Units 1791-1793 of 1791 & 1793 Burgoyne Court Condominium together with und interest in common elements, Doc. #2647379, Brown County Records, Lot 94 of Wentwood Acres Second Addition, Doc. #1993138, part of Williams Grant Lots 104-105, in the City of De Pere, Brown County, Wisconsin.

Parcels WD-1578, WD-1579, WD-1580, WD-1581, WD-1582, WD-1583, WD-1584, WD-1585

Lots 1-8 of Salm Estates, Doc. #2087294, Brown County Records, part of Williams Grant Lot 108, in the City of De Pere, Brown County, Wisconsin.

Parcels WD-1766, WD-1767

Units 1-2 of Burgoyne Court Condominium #80 together with und interest in common elements, Doc. #2647379, Brown County Records, Lot 80 of Wentwood Acres Second Addition, Doc. #1993138, part of Williams Grant Lot 104, in the City of De Pere, Brown County, Wisconsin.

PDD, PIP, and Plat Approvals

Southbridge Estates Lot 9

PDD overlay approved in 2002 after the creation of the Southbridge Estates plat to establish lot use. No Zoning Ordinance regulations were modified. No PIP. Plat recorded 21 Mar 2001.

Wentwood Acres

PDD overlay approved in 2001 as part of the Wentwood Acres plat to establish lot uses. No Zoning Ordinance regulations were modified. No PIP. Plat recorded 02 Aug 2001.

Wentwood Acres Second Addition

PDD overlay approved in 2003 as part of the Wentwood Acres Second Addition plat to establish lot uses. No Zoning Ordinance regulations were modified. No PIP. Plat recorded 02 Mar 2003.

1791 & 1793 Burgoyne Court Condominium

PDD overlay was the 2003 PDD overlay with Wentwood Acres Second Addition. No PIP. Plat recorded 08 Oct 2003.

Salm Estates

PDD overlay approved in 2003 as part of the Salm Estates plat to establish lot uses. No Zoning Ordinance regulations were modified. No PIP. Plat recorded 29 Dec 2003.

Burgoyne Court Condominium #80

PDD overlay was the 2003 PDD overlay with Wentwood Acres Second Addition. No PIP. Plat recorded 09 Mar 2006.

Zoning Map Amendment Detail (Draft For Review - September 2025)

DE PERE

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0 125 250 500 Feet

- Parcels
- Pre-Existing PDD (Prior to Jan 1, 2023)
- A:Agricultural
- R1-80: Single-Dwelling Detached
- R1-60: Single-Dwelling Detached
- R1-45:Single-Dwelling Detached
- R2-60: Two-Unit
- R2-45: Two-Unit
- RM-1: Multi-Unit Districts
- RM-2 Multi-Unit Districts
- MX1: Downtown Mixed-Use District
- MX2: Neighborhood Mixed-Use District
- MX3: Corridor Mixed-Use District
- GX1: Office-Residential Mix District
- GX2: Neighborhood Office-Residential
- O: Office
- C: Commercial
- BP-1: Business Park 1
- BP-2:Business Park 2
- I: Industrial
- CON: Conservancy
- PI-1: Neighborhood Public & Institutional District
- PI-2: Campus Public & Institutional District

This map was produced utilizing a variety of sources the City of De Pere reasonably believes are reliable, including GIS data, some of which was under development at the time this map was produced.
The City of De Pere makes no warranty, either expressed or implied, including no warranty as to fitness for a particular use, of the information contained in or comprising, this map.

Data Source: City of De Pere, Brown County

City of De Pere, Wisconsin

I.4.C

Request for Common Council Action

MEETING DATE:	October 21, 2025
DEPARTMENT:	City Attorney
FROM:	Angela Zills, Paralegal
SUBJECT:	Ordinance #25-13 Approving Zoning Map Amendment to remove Planned Development District Overlay from 105 parcels generally located East from Lawrence Drive, South from Bridge Port Lane and North from Daytona Speedway.
RECOMMENDED ACTION:	Motion to approve.

The attached ordinance effectuates the removal of the PDD overlay from 105 parcels as recommended by the Plan Commission.

ATTACHMENTS:
Ord25-13

ORDINANCE #25-13
APPROVING ZONING MAP AMENDMENT TO REMOVE PLANNED DEVELOPMENT DISTRICT OVERLAY FROM 105 PARCELS GENERALLY LOCATED EAST FROM LAWRENCE DRIVE, SOUTH FROM BRIDGE PORT LANE AND NORTH FROM DAYTONA SPEEDWAY

WHEREAS, the Common Council of the City of De Pere having reviewed the recommendation of the City Plan Commission regarding the proposed change in zoning classification and Zoning Map amendment for the properties described below in the following four subdivisions and two condominiums:

1. Southbridge Estates (Lot 9)
2. Wentwood Acres
3. Wentwood Acres Second Addition
4. 1791 & 1793 Burgoyne Court Condominium
5. Salm Estates
6. Burgoyne Court Condominium #80

initiated pursuant to §14-122 of the De Pere Municipal Code (DPMC) and having scheduled a public hearing then to be decided by the Common Council; and

WHEREAS, the City Clerk, having published a Class 2 Notice of Public Hearing regarding such proposed zoning change and Zoning Map amendment and, pursuant thereto, a public hearing having been held on the 21st day of October, 2025 at 7:35 p.m. and the Common Council having heard all interested parties or their agents and/or attorneys;

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

Section 1. That the following described property:

Parcel WD-1148

Lot 9 of Southbridge Estates, recorded as Document #1801011, Brown County Records, part of Williams Grant Lot 110, in the City of De Pere, West side of Fox River, Brown County, Wisconsin

shall be and the same is hereby rezoned from the present zoning classification of RM-2 PDD, Multi-Unit (7+ units) District with a Planned Development District Overlay to RM-2 Multi-Unit (7+ units) District as set forth in and regulated by the provisions of Chapter 14, Article II Residential Districts and the permitted uses identified on the Principal Use Table (DPMC Chapter 14, Article VII – Uses, Table 7.1) and pursuant to Section 14-26 of the De Pere Zoning Code conditioned upon compliance with the provisions of Chapter 14, DPMC, and all state and local laws and regulations.

Section 2. That the following described property:

Parcels WD-1265, WD-1266, WD-1267, WD-1268, WD-1269, WD-1270, WD-1271, WD-1272, WD-1273, WD-1274, WD-1275, WD-1276, WD-1277, WD-1278, WD-1279, WD-1280, WD-1281, WD-1282, WD-1283, WD-1284, WD-1285, WD-1286, WD-1287, WD-1288, WD-1289, WD-1290, WD-1291, WD-1292, WD-1293, WD-1294, WD-1295, WD-1296, WD-1297, WD-1298, WD-1299, WD-1300, WD-1301, WD-1302, WD-1303, WD-1304, WD-1305, WD-1306, WD-1307, WD-1308, WD-1309, WD-1310, WD-1311, and WD-1312

Lots 1-48 of Wentwood Acres, recorded as Document #1831312, Brown County Records, part of Williams Grant Lots 106-109, in the City of De Pere, West side of Fox River, Brown County, Wisconsin

shall be and the same is hereby rezoned from the present zoning classification of R1-60 PDD, Single-Dwelling Detached District with a Planned Development District Overlay to R1-60, Single-Dwelling Detached District as set forth in and regulated by the provisions of Chapter 14, Article II Residential Districts and the permitted uses identified on the Principal Use Table (DPMC Chapter 14, Article VII – Uses, Table 7.1) and pursuant to Section 14-22 of the De Pere Zoning Code, with the exception of Parcels WD-1274 and WD-1276, which shall be and the same are hereby rezoned from the present zoning classification of RM-2 PDD, Multi-Unit (7+ units) District with a Planned Development District Overlay to RM-2 Multi-Unit (7+ units) District as

set forth in and regulated by the provisions of Chapter 14, Article II Residential Districts and the permitted uses identified on the Principal Use Table (DPMC Chapter 14, Article VII – Uses, Table 7.1) and pursuant to Section 14-26 of the De Pere Zoning Code, and Parcel WD-1275, which shall be and the same is hereby rezoned from the present zoning classification of PI-1 PDD, Neighborhood Public & Institutional District with a Planned Development District Overlay to PI-1, Neighborhood Public & Institutional District, as set forth in and regulated by the provisions of Chapter 14, Article V Special Districts and the permitted uses identified on the Principal Use Table (DPMC Chapter 14, Article VII – Uses, Table 7.1) and pursuant to Section 14-53 of the De Pere Zoning Code, conditioned upon compliance with the provisions of Chapter 14, DPMC, and all state and local laws and regulations.

Section 3. That the following described property:

Parcels WD-1456, WD-1457, WD-1458, WD-1459, WD-1465, WD-1466, WD-1467, WD-1468, WD-1469, WD-1470, WD-1476, WD-1477, WD-1478, WD-1479, WD-1480, WD-1481, WD-1482, WD-1483, WD-1485, WD-1486, WD-1487, WD-1488, WD-1489, WD-1490, WD-1491, WD-1492, WD-1493, WD-1494, WD-1495-1, WD-1496, WD-1497, WD-1499, WD-1500, WD-1501, WD-1854, WD-1855, WD-1856, WD-1857, WD-1858, WD-1859, WD-1860, WD-1861, WD-1862 and WD-1863

Lots 52-79, 81-93 and 95-97 of Wentwood Acres Second Addition, recorded as Document #1993138, Brown County Records, part of Williams Grant Lots 104-106, in the City of De Pere, West side of Fox River, Brown County, Wisconsin

shall be and the same is hereby rezoned from the present zoning classification of R1-60 PDD, Single-Dwelling Detached District with a Planned Development District Overlay to R1-60, Single-Dwelling Detached District as set forth in and regulated by the provisions of Chapter 14, Article II Residential Districts and the permitted uses identified on the Principal Use Table (DPMC Chapter 14, Article VII – Uses, Table 7.1) and pursuant to Section 14-22 of the De Pere Zoning

Code, with the exception of Parcels WD-1459, WD-1497, WD-1483, WD-1485, WD-1486, WD-1487, WD-1488, WD-1489, WD-1490, WD-1491, WD-1492, WD-1493, WD-1494, WD-1495-1, WD-1496, WD-1854, WD-1855, WD-1856, WD-1857, WD-1858, WD-1859, WD-1860, WD-1861, WD-1862 and WD-1863 which shall be and the same are hereby rezoned from the present zoning classification of R2-60 PDD, Two-Unit District with a Planned Development District Overlay to R2-60 Two-Unit District as set forth in and regulated by the provisions of Chapter 14, Article II Residential Districts pursuant to Section 14-24 of the De Pere Zoning Code, and Parcel WD-1482, which shall be and the same are hereby rezoned from the present zoning classification of RM-2 PDD, Multi-Unit (7+ units) District with a Planned Development District Overlay to RM-2 Multi-Unit (7+ units) District as set forth in and regulated by the provisions of Chapter 14, Article II Residential Districts and the permitted uses identified on the Principal Use Table (DPMC Chapter 14, Article VII – Uses, Table 7.1) and pursuant to Section 14-26 of the De Pere Zoning Code, conditioned upon compliance with the provisions of Chapter 14, DPMC, and all state and local laws and regulations.

Section 4. That the following described property:

Parcels WD-1889 and WD-1890

Units 1791-1793 of 1791 & 1793 Burgoyne Court Condominium together with an undivided interest in common elements, recorded as Document #2647379, Brown County Records, Lot 94 of Wentwood Acres Second Addition, recorded as Document #1993138, part of Williams Grant Lots 104-105, in the City of De Pere, West side of Fox River, Brown County, Wisconsin

shall be and the same are hereby rezoned from the present zoning classification of R2-60 PDD, Two-Unit District with a Planned Development District Overlay to R2-60 Two-Unit District as set forth in and regulated by the provisions of Chapter 14, Article II Residential Districts pursuant to

Section 14-24 of the De Pere Zoning Code conditioned, upon compliance with the provisions of Chapter 14, DPMC, and all state and local laws and regulations.

Section 5. That the following described property:

Parcels WD-1578, WD-1579, WD-1580, WD-1581, WD-1582, WD-1583, WD-1584, WD-1585

Lots 1-8 of Salm Estates, recorded as Document #2087294, Brown County Records, part of Williams Grant Lot 108, in the City of De Pere, West side of Fox River, Brown County, Wisconsin

shall be and the same is hereby rezoned from the present zoning classification of R1-60 PDD, Single-Dwelling Detached District with a Planned Development District Overlay to R1-60, Single-Dwelling Detached District as set forth in and regulated by the provisions of Chapter 14, Article II Residential Districts and the permitted uses identified on the Principal Use Table (DPMC Chapter 14, Article VII – Uses, Table 7.1) and pursuant to Section 14-22 of the De Pere Zoning Code, conditioned upon compliance with the provisions of Chapter 14, DPMC, and all state and local laws and regulations.

Section 6. That the following described property:

Parcels WD-1766, WD-1767

Units 1-2 of Burgoyne Court Condominium #80 together with an undivided interest in common elements, recorded as Document #2647379, Brown County Records, Lot 80 of Wentwood Acres Second Addition, recorded as Document #1993138, part of Williams Grant Lot 104, in the City of De Pere, West side of Fox River, Brown County, Wisconsin

shall be and the same are hereby rezoned from the present zoning classification of R2-60 PDD, Two-Unit District with a Planned Development District Overlay to R2-60 Two-Unit District as set forth in and regulated by the provisions of Chapter 14, Article II Residential Districts pursuant to

Section 14-24 of the De Pere Zoning Code conditioned, upon compliance with the provisions of Chapter 14, DPMC, and all state and local laws and regulations.

Section 7. The City Clerk is directed to amend the City of De Pere Zoning Map in conformity with the provisions of this ordinance.

Section 8. All other ordinances in conflict herewith are hereby repealed.

Section 9. This ordinance shall take effect upon its passage and publication according to law.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of October, 2025.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 9/22/2025
Publication Date: _____
Effective Date: _____

City of De Pere, Wisconsin

I.5

Request for Common Council Action

MEETING DATE:	October 21, 2025
DEPARTMENT:	Development Services
FROM:	Peter Schleinz, City Planner/Zoning Administrator
SUBJECT:	Public Hearing to act on a request for a conditional use for Type B Home Occupation at 600 Lewis Street.
RECOMMENDED ACTION:	

ATTACHMENTS:
None

City of De Pere, Wisconsin

I.5.A

Request for Common Council Action

MEETING DATE:	October 21, 2025
DEPARTMENT:	City Clerk
FROM:	Carey Danen, City Clerk
SUBJECT:	Notice of public hearing.
RECOMMENDED ACTION:	

ATTACHMENTS:
Public Hearing Notice_Conditional Use_600 Lewis St_10-21-25 mtg_Class 2

Publish: October 3, 2025, and October 10, 2025, in the Press-Times (Class 2 Notice)

NOTICE OF PUBLIC HEARING

Notice is hereby given, that on **Tuesday, October 21, 2025,** at 7:35 PM or as soon thereafter as can be heard, a public hearing will be held by the Common Council of the City of De Pere to act on the request for a conditional use for Type B Home Occupation at the following property:

Parcel ED-936 at 600 Lewis ST, approximately 0.0 feet southeast from the Lewis ST and S Michigan ST intersection.

The public may attend the meeting either in person in the Council Chambers (2nd Floor City Hall, 335 S Broadway ST, De Pere WI) or electronically. Electronic or telephonic access to the meeting is below: Computer/smart phone accessing https://www.gotomeet.me/DePere OR dial by phone: United States (Toll Free): 1-866 899-4679 United States: +1 (312) 757-3117 Access Code: 154-883-285.

A map of the proposed conditional use is available by emailing Peter Schleinz at pschleinz@deperewi.gov.

Dated this 23rd day of September, 2025.

BY ORDER OF THE COMMON COUNCIL

James G. Boyd
Mayor

Carey E. Danen
City Clerk

City of De Pere, Wisconsin

I.5.B

Request for Common Council Action

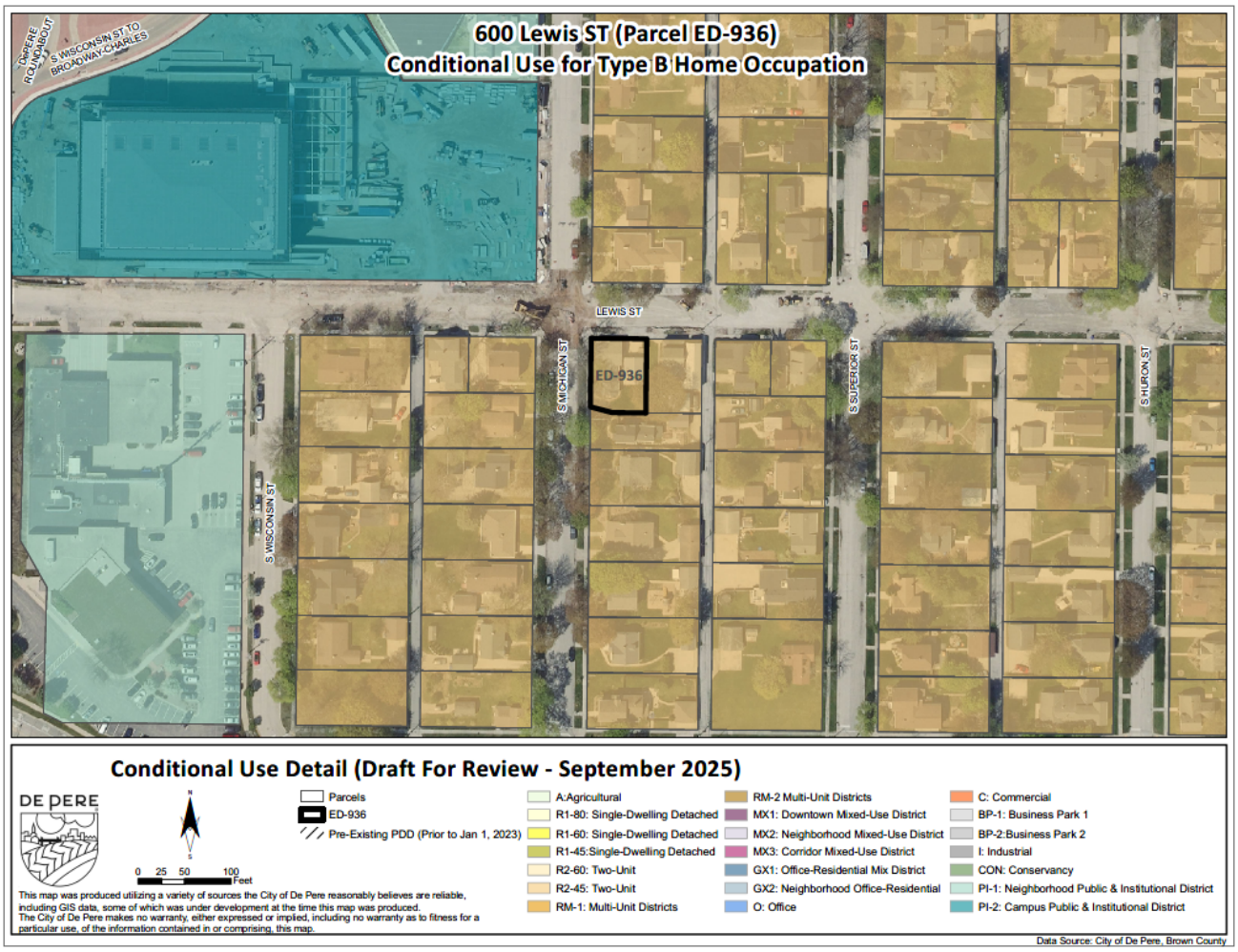
MEETING DATE:	October 21, 2025
DEPARTMENT:	Development Services
FROM:	Peter Schleinz, City Planner/Zoning Administrator
SUBJECT:	Recommendation from Plan Commission.
RECOMMENDED ACTION:	Motion to approve.

On September 22, 2025, Plan Commission unanimously recommended approval by a vote of 5-0.

ATTACHMENTS:
PC Report, Aplication and supporting documents - 19 Aug 2025, Conditional Use, 200 SF Work Area Graphic - 07 Oct 2025, James Boyd Letter of Concern 10.15.2025 - rcvd 15 Oct 2025, JHansen Ltr - rcvd 15 Oct 2025

Consideration and possible action for a conditional use of Type B Home Occupation in a R2-45 (Two-Unit) District at 600 Lewis ST (Parcel ED-936).*

SITE MAP



REQUESTED ACTION: Conditional use request (File CU 25-03).

Type B home occupations are those in which household residents use their home as a place of work and either one non-resident employee or customer comes to the site.

The specific home occupation is gunsmithing related to gun repair and online sales. A customer coming to the site requires a conditional use.

COMMON DESCRIPTION: 600 Lewis Street, located southeast of the Lewis ST and S Michigan ST intersection.

SURROUNDING LAND USES: One-Unit Residential (R2-45) to the north, south and west.
Two-Unit Residential (R2-45) to the east.
Cultural Center (PI-2) to the northwest.

COMPREHENSIVE PLAN: Neighborhood Residential (Including Multi-Family).

APPLICANT / OWNER: Applicant and Property Owner
Daniel Farnsworth
600 Lewis ST
De Pere, WI 54115

LAND USE HISTORY: After a review of air photographs, the site has been developed for residential uses prior to 1938 air photographs.

STAFF REVIEW: When reviewing a conditional use request, staff and Plan Commission consider the following:

- Review criteria and standards, from Zoning Ordinance 14-123(9), are required for all conditional use requests. The criteria are listed below with the petitioner's responses from the application form.

- General regulations and supplemental regulations, from Zoning Ordinance 14-78(8)(c)(7) and (8), are included for Type B Home Occupations. The criteria are listed below with the petitioner's responses from a separate document.

Conditional Use Review Criteria and Standards

1. That the establishment, maintenance or operation of the conditional use will not be detrimental to or endanger the public health, safety or general welfare;

   Petitioner's response: *To establish a home-based workshop that operates discreetly and aligns with public health, safety, and general welfare standards, I will*

   1. ***Discreet Operations**: The workshop will be designed to resemble a typical home-based business, utilizing unmarked entrances and minimizing external signs that indicate a gunsmithing operation.*
   2. ***Safety Protocols**: I will enforce strict safety measures, including secure storage for all equipment and materials, ensuring that all operations comply with local and federal regulations regarding handling tools and materials.*
   3. ***Noise Control**: To prevent any noise disturbances, I will utilize soundproofing materials and equipment designed to operate quietly, ensuring that my activities do not draw attention from neighbors.*
   4. ***Zoning Compliance**: I will thoroughly research local zoning laws and obtain all necessary permits for a home-based workshop, ensuring that my operations remain compliant and unnoticeable.*
   5. ***Community Engagement**: I will engage with neighbors by maintaining open lines of communication regarding my business activities, addressing any concerns they may have without disclosing specific details about the nature of the work.*
   6. ***Emergency Preparedness**: I will develop a comprehensive emergency plan, focusing on standard safety practices that do not reveal the specific nature of the workshop, ensuring that both my family and neighbors are prepared in case of emergencies.*
   7. ***Education and Training**: I will offer general workshops on safe handling of tools and materials that are applicable to various hobbies,*

promoting community safety without highlighting the specifics of gunsmithing.

By implementing these strategies, I aim to create a home-based workshop that operates smoothly and discreetly, ensuring compliance with all relevant regulations while prioritizing the safety and welfare of the community.

2. That the uses, values and enjoyment of surrounding properties for purposes already permitted in the district will not be substantially impaired or diminished by the establishment, maintenance or operation of the proposed conditional use;

   Petitioner's response: *To ensure that the establishment and operation of my home-based workshop does not substantially impair or diminish the uses, values, and enjoyment of surrounding properties, I will take the following steps:*

   1. ***Minimal Foot Traffic**: I will limit customer visits to appointments only, reducing any potential disruption to the neighborhood and ensuring minimal foot traffic that could affect the residential atmosphere.*
   2. ***Professional Appearance**: The workshop will be designed to blend in with the residential character of the neighborhood, ensuring that it does not detract from the overall appearance or property values of surrounding homes.*
   3. ***Operational Hours**: I will establish reasonable operational hours that align with typical residential activities, avoiding early morning or late-night operations that could disturb neighbors.*
   4. ***Noise Management**: By utilizing soundproofing and low-noise equipment, I will minimize any potential noise generated by the workshop, ensuring that it does not interfere with the peaceful enjoyment of nearby properties.*
   5. ***Safety and Security Measures**: I will implement robust safety and security measures to prevent any risks associated with the workshop, reassuring neighbors that their properties and well-being are not jeopardized.*
   6. ***Community Communication**: I will maintain open communication with neighbors, providing them with updates on my operations and inviting feedback to address any concerns proactively.*
   7. ***Impact Assessments**: I will conduct regular assessments to monitor any potential impact on surrounding properties and promptly address any issues that may arise, demonstrating my commitment to being a responsible community member.*

   By taking these precautions, I aim to ensure that my home-based workshop enhances rather than detracts from the surrounding properties, maintaining their value and the enjoyment of their owners.

3. That establishment of the conditional use will not impede the normal and orderly development and improvement of surrounding properties for uses permitted in the district;

Petitioner's response: *To ensure that the establishment of my home-based workshop does not impede the normal and orderly development and improvement of surrounding properties I will implement the following measures:*

1. ***Compliance with Zoning Regulations**: I will adhere strictly to all zoning regulations and guidelines, ensuring that my workshop operates within the permitted uses for the district and does not conflict with future developments in the area.*
2. ***Low Impact Operations**: The workshop will be designed to have a minimal environmental footprint, avoiding any activities that could disrupt the surrounding area or hinder the development of neighboring properties.*
3. ***Flexible Space Design**: I will maintain a flexible workshop design that allows for easy adaptation or relocation in the future, should local development plans change or require adjustments in land use.*
4. ***Community Development Awareness**: I will stay informed about any proposed developments in the area and engage with local planning initiatives to ensure that my operations align with community growth objectives.*
5. ***Collaboration with Neighbors**: I will work collaboratively with neighbors and local stakeholders to understand their development goals and ensure that my workshop complements rather than conflicts with their plans.*
6. ***Regular Review and Adaptation**: I will conduct regular reviews of my operations to ensure they remain in line with the evolving needs of the community and surrounding properties, making necessary adjustments as required.*
7. ***Promoting Responsible Practices**: I will model responsible business practices that encourage the orderly development of the neighborhood, contributing positively to the overall character and growth of the area.*

By implementing these measures, I aim to ensure that my home-based workshop supports the normal and orderly development of surrounding properties, fostering a harmonious environment that benefits the entire community.

4. That adequate utilities, access roads, drainage and other necessary improvements have been or are being provided;

Petitioner's response: *To ensure that my home-based workshop has adequate utilities, access roads drainage, and other necessary improvements, I will take the following steps:*

1. ***Utility Assessments**: I will conduct a thorough assessment of existing utilities, including water, electricity, and sewage, to confirm that my workshop can operate efficiently without straining local infrastructure.*
2. ***Access Road Maintenance**: I will ensure that access roads leading to my property are well-maintained and suitable for any necessary*

deliveries or services, promoting safe and easy access for both my operations and the surrounding community.

3. ***Proper Drainage Solutions**: I will implement effective drainage solutions to manage stormwater runoff and prevent flooding, ensuring that my workshop does not contribute to drainage issues in the area.*
4. ***Infrastructure Improvements**: If necessary, I will collaborate with local authorities to make any required infrastructure improvements, ensuring that my operations align with community standards and support local development.*
5. ***Compliance with Local Codes**: I will ensure that all utilities and improvements comply with local building codes and regulations, obtaining any necessary permits before commencing work.*
6. ***Regular Maintenance Plans**: I will establish regular maintenance plans for utilities and access roads to ensure they remain in good condition and do not negatively impact the surrounding properties or infrastructure.*
   a. THIS INFORMATION, ADDED BY STAFF, CHANGES PETITIONER STATEMENT "6." ABOUT UTILITY AND ACCESS ROAD MAINANCE PLANS, which are NOT REQUIREMENTS FOR THIS PARTICULAR CONDITIONAL USE.
7. ***Community Feedback**: I will seek feedback from neighbors regarding any concerns related to utilities and access, addressing any issues proactively to maintain a good relationship with the community.*

By taking these steps, I aim to ensure that my home-based workshop is fully supported by adequate utilities and infrastructure, contributing positively to the neighborhood without imposing any burdens on local resources.

5. That adequate measures have been or will be taken to provide ingress and egress that will minimize on- and off-site traffic congestion; and

Petitioner's response: To ensure that my home-based workshop provides adequate ingress and egress while minimizing on- and off-site traffic congestion, I will implement the following measures:

1. ***Designated Access Points**: I will establish clearly marked access points for entering and exiting my property, ensuring that they are easily identifiable to visitors and delivery personnel to facilitate smooth traffic flow.*
2. ***Appointment Scheduling**: I will implement an appointment-based system for customer visits, limiting the number of visitors at any given time to reduce traffic congestion in the area.*
3. ***Flexible Delivery Hours**: I will coordinate delivery schedules to occur during off-peak hours, such as mid-morning or early afternoon, to minimize disruption to local traffic patterns.*
4. ***Traffic Flow Planning**: I will create a traffic flow plan that outlines the best routes for entering and exiting the property, ensuring that vehicles can navigate safely without causing backups on surrounding roads.*

5. ***Signage**: I will use appropriate signage to guide visitors and delivery drivers, helping them navigate efficiently and reducing confusion that could lead to congestion.*
    a. THIS INFORMATION, ADDED BY STAFF, CHANGES PETITIONER STATEMENT "5." ABOUT SIGNAGE, WHICH IS PROHIBITED:
        i. Per Zoning Ordinance 14-78(8)(c)7.f., no window display or other public display of any material or merchandise is allowed.
        ii. Per Zoning Ordinance 14-111 Table 11-3, exterior signage is prohibited.
6. ***Communication with Neighbors**: I will maintain open communication with neighbors regarding my operational hours and traffic patterns, addressing any concerns they may have about potential congestion.*
7. ***Monitoring and Adjustment**: I will regularly monitor traffic patterns around my workshop and make necessary adjustments to operations or access points to further minimize congestion as needed.*

By implementing these measures, I will ensure that my home-based workshop operates smoothly, providing efficient ingress and egress while minimizing any impact on local traffic congestion.

6. That the conditional use complies with all other applicable regulations of this zoning ordinance.

Petitioner's response: *To ensure that my home-based workshop complies with all applicable regulations of the zoning ordinance, I will take the following steps:*

1. ***Thorough Review of Zoning Ordinance**: I will conduct a comprehensive review of the local zoning ordinance to understand all applicable regulations and requirements for operating a home-based business.*
2. ***Obtain Necessary Permits**: I will secure all required permits and licenses before establishing my workshop, ensuring compliance with local laws and regulations related to home-based businesses.*
3. ***Consultation with Planning Officials**: I will engage in discussions with local planning officials or zoning officers to clarify any uncertainties regarding compliance and to confirm that my operations align with zoning requirements.*
4. ***Adherence to Use Restrictions**: I will ensure that my business activities fall within the permitted uses for the district, avoiding any activities that could violate zoning restrictions.*
5. ***Regular Compliance Audits**: I will conduct regular self-audits to assess my operations for compliance with zoning regulations, making any necessary adjustments to maintain adherence.*
6. ***Community Standards**: I will strive to operate my workshop in a manner that meets or exceeds community standards, ensuring that my business positively contributes to the neighborhood.*
7. ***Documentation and Record-Keeping**: I will maintain thorough records of all permits, consultations, and compliance measures taken, providing transparency and accountability regarding my operations.*

By following these steps, I will ensure that my home-based workshop fully

complies with all applicable regulations of the zoning ordinance, contributing to the orderly development of the community while operating within legal parameters.

7. Provide details that will help with decision-making about the operation of the use. Include hours and days of operations, seasonal operation, shipment/delivery requirements and hours, parking requirements, drop-off zones, queueing lines, height and width of existing and new structures(for wireless telecommunications), etc.

   Petitioner's response: *Here are the updated operational parameters for my home-based workshop, emphasizing an appointment-only system":*

   1. *Hours and days of operation*
      a. *Regular Operating Hours*
         i. *Monday to Friday: 9:00 AM – 5:00 PM*
         ii. *Saturday: 10:00 AM – 3:00 PM*
         iii. *Closed on Sundays*

   2. *Seasonal Adjustments: Operate with the same hours year-round, with potential for extended hours during peak seasons (e.g., holiday periods) as needed.*
      Appointment System
      a. *Appointment Only*
         i. *All customer visits will be by appointment only, ensuring that only one customer is on-site at a time to provide focused service and minimize traffic congestion.*

   3. *Shipment and Delivery Requirements and Hours*
      a. *Delivery Schedule:*
         i. *Deliveries will be scheduled for weekdays between 10:00 AM and 2:00 PM to avoid peak traffic times.*
         ii. *Special arrangements can be made for urgent deliveries outside these hours upon prior notice.*
      b. *Shipping Methods:*
         i. *Utilize local courier services and standard shipping carriers, ensuring packages are discreetly labeled to maintain privacy.*

   4. *Parking Requirements*
      a. *Street Parking:*
         i. *Customers will utilize available street parking during their appointments, with clear instructions provided to avoid obstructing traffic or driveways.*

   5. *Drop-Off Zones*
      a. *Drop-Off Area:*
         i. *While there will not be a designated drop-off zone, customers will be encouraged to use street parking for quick drop-offs.*

   6. *Queuing Lines*
      a. *Queuing Management:*
         i. *No queuing lines are necessary, as appointments will be*

scheduled to ensure that only one customer is served at a time.

7. *Structure Details*
    a. *Existing Structures:*
        i. *The current workshop space is approximately 600 square feet, within the height and width limits established by local zoning regulations.*
    b. *New Structures:*
        i. *Any future expansions or modifications will adhere to zoning regulations regarding height (no more than 15 feet) and width, maintaining compatibility with surrounding properties.*

8. *Site Plan Details*
    a. *Layout:*
        i. *A site plan will be developed to illustrate the layout of the workshop and available street parking for customers, ensuring clarity regarding the use of space.*
    b. *Landscaping:*
        i. *Landscaping will be maintained around the property to enhance aesthetics and provide a buffer between the workshop and neighboring homes.*

By implementing this appointment-only system along with the outlined operational parameters, I aim to ensure a smooth, efficient, and compliant operation of my home-based workshop while minimizing any potential impact on the surrounding community.

General Regulations

a. Home occupations must be accessory to the use of a dwelling unit for residential purposes. They may not change the character of the residential building they occupy or adversely affect the character of the surrounding neighborhood. Home occupations may not, for example, produce light, noise, vibration, odor, parking demand, or traffic impacts to that are not typical of a residential neighborhood in De Pere. Home occupations must be operated so as not to create or cause a nuisance.

    The petitioner's response, summarized by staff from the above information, referenced the proposed Type B Home Occupation as no more than 600 SF of the existing home and any future structural modifications will adhere to the Zoning Ordinance. Landscaping will be maintained to provide a buffer between the proposed workshop and other residential units.

b. Any tools or equipment used as part of a home occupation must be operated in a manner or sound-proofed so as not to be audible beyond the lot lines of the subject property.

    The petitioner's response, summarized by staff from the above information, referenced utilization of soundproofing materials and equipment designed to operate quietly.

c. External structural alterations or site improvements that change the residential character of the lot upon which a home occupation is located are prohibited. Examples of such prohibited alterations include construction of parking lots, the addition of commercial-like exterior lighting or the addition of a separate building entrance that is visible from abutting streets.

   The petitioner's response, summarized by staff from the above information, referenced that any future structural modifications will adhere to the Zoning Ordinance. Landscaping will be maintained to provide a buffer between the proposed workshop and other residential units.

d. Home occupations and all related activities, including storage (other than the lawful parking or storage of vehicles), must be conducted entirely within the dwelling unit.

   The petitioner's response, summarized by staff from the above information, referenced the proposed Type B Home Occupation being part of the existing home.

e. The area devoted to the conduct of all home occupations present on the property is limited to 25 percent of the dwelling unit's floor area or 650 square feet, whichever is less.

   The petitioner's response, summarized by staff from the above information, referenced the Type B Home Occupation being no more than 600 SF of the existing home.

f. No window display or other public display of any material or merchandise is allowed.

   The petitioner's response, summarized by staff from the above information, does not reference the use of any window displays or home occupation signage.

g. The use or storage of hazardous substances is prohibited, except at the "consumer commodity" level, as that term is defined in 49 C.F.R. Section 171.8.

   The petitioner's response, summarized by staff from the above information, does not reference the storage of hazardous substances.

h. Only one passenger vehicle may be used in the conduct of a home occupation. No other types of vehicles may be parked or stored on the premises. This provision is not intended to prohibit deliveries and pickups by common carrier delivery vehicles (e.g., postal service, united parcel service, Fed Ex, et al.) of the type typically used in residential neighborhoods.

   The petitioner's response, summarized by staff from the above information, does not reference the use of a business or company vehicle for the Type B Home Occupation.

Supplemental regulations for Type B Home Occupations

a. Type B home occupations are allowed only if reviewed and approved in accordance with the conditional use procedures of 14-123, provided that instruction, teaching or tutoring of no more than 4 students at one time is permitted as or right.

   The petitioner's response, summarized by staff from the above information, referenced the Type B Home Occupation having only one customer (or in this case, one potential student) on the premises at a time by appointment only.

b. One nonresident employee is allowed with a Type B home occupation if no customers come to the site at any time. Home occupations that have clients, customers or students coming to the site at any time may not have nonresident employees. For the purpose of this provision, the term "nonresident employee" includes an employee, business partner, co-owner or any other person affiliated with the home occupation, who does not live at the site, but who visits the site as part of the home occupation.

   The petitioner's response, summarized by staff from the above information, referenced the Type B Home Occupation with no employees, but one customer may be on the premises at a time by appointment only.

Staff Review Summary

All residential districts, including the R2-45 District, allow for gunsmithing related to gun repair and online sales as a Type A Home Occupation without Plan Commission and Common Council approval. When an employee or a customer option is added to the home occupation, it then becomes a Type B Home Occupation, and an approved conditional use is required.

State statutes identify that a conditional use must be approved if the conditional use addresses all conditions included in the Zoning Ordinance. For De Pere there are 16 conditional use criteria, summarized above in this report, and it appears that all criteria have been addressed or are required to be addressed prior to operation of the use.

The specific conditions must be adhered to. If any conditions are violated, the city may revoke a conditional use and the use must cease. Thus, it is extremely important that the petitioner, and future property owners, be aware of all the conditions that are included with a conditional use, in addition to Zoning Ordinance regulations.

All conditions that the petitioner has agreed to are listed within the 'Staff Recommendation' section of this report.

NEIGHBOR OUTREACH

All property owners within 300 feet of the subject area have been notified of the application via mail. The authorized representative was requested by staff to inform neighbors about the conditional use petition and indicated to staff that he was talking to his neighbors.

At the time this report was written, public comment or concern were received from three property owners to staff and/or their Alder inquiring about the conditional use (315 Wisconsin ST, 339 S Michigan ST, 403 S Michigan ST). One

inquiry was also received from a City Alder that was seeking clarity about home occupations. Any additional comments will be shared at the time of the Plan Commission meeting.

STAFF RECOMMENDATION: Staff recommends APPROVAL of the conditional use request for a Type B Home Occupation in a R2-45 (Two-Unit) District at 600 Lewis ST, subject to the following:

1. Compliance with all state and local laws and regulations, including compliance with all the provisions of De Pere Municipal Code Chapter 14 (Zoning Ordinance).

2. Compliance with the following conditional use supplemental regulations and the attached petitioner's responses in this report:

    a. Home occupations must be accessory to the use of a dwelling unit for residential purposes. They may not change the character of the residential building they occupy or adversely affect the character of the surrounding neighborhood. Home occupations may not, for example, produce light, noise, vibration, odor, parking demand, or traffic impacts to that are not typical of a residential neighborhood in De Pere. Home occupations must be operated so as not to create or cause a nuisance.
    b. Any tools or equipment used as part of a home occupation must be operated in a manner or sound-proofed so as not to be audible beyond the lot lines of the subject property.
    c. External structural alterations or site improvements that change the residential character of the lot upon which a home occupation is located are prohibited. Examples of such prohibited alterations include construction of parking lots, the addition of commercial-like exterior lighting or the addition of a separate building entrance that is visible from abutting streets.
    d. Home occupations and all related activities, including storage (other than the lawful parking or storage of vehicles), must be conducted entirely within the dwelling unit.
    e. The area devoted to the conduct of all home occupations present on the property is limited to 25 percent of the dwelling unit's floor area or 650 square feet, whichever is less.
    f. No window display or other public display of any material or merchandise is allowed.
    g. The use or storage of hazardous substances is prohibited, except at the "consumer commodity" level, as that term is defined in 49 C.F.R. Section 171.8.
    h. Only one passenger vehicle may be used in the conduct of a home occupation. No other types of vehicles may be parked or stored on the premises. This provision is not intended to prohibit deliveries and pickups by common carrier delivery vehicles (e.g., postal service, united parcel service, Fed Ex, et al.) of the type typically used in residential neighborhoods.
    i. Type B home occupations are allowed only if reviewed and approved in accordance with the conditional use procedures of 14-123, provided that instruction, teaching or tutoring of no more

than 4 students at one time is permitted as or right.

j. One nonresident employee is allowed with a Type B home occupation if no customers come to the site at any time. Home occupations that have clients, customers or students coming to the site at any time may not have nonresident employees. For the purpose of this provision, the term "nonresident employee" includes an employee, business partner, co-owner or any other person affiliated with the home occupation, who does not live at the site, but who visits the site as part of the home occupation.

3. *Petitioner-initiated regulations for operation of the Type B Home Occupation:*
    a. *Hours and days of operation are Monday to Friday: 9:00 AM – 5:00 PM, Saturday: 10:00 AM – 3:00 PM, Closed on Sundays, with seasonal adjustments for extended hours during peak seasons.*
    b. *Customer or student visits a limited to one customer or one student on the premises at a time, by appointment only.*
        ii. *Shipment and Delivery Requirements and Hours are Monday to Friday: 10:00 AM -- 2:00 PM to avoid peak traffic times. No weekend deliveries. Special arrangements outside of the hours are for urgent deliveries, with prior notice, only.*
        iii. *Shipping Methods utilize local courier services and standard shipping carriers.*
    c. *Parking Requirements includes street parking for customers with appointments.*
    d. *There are no designated drop-off zones.*
    e. *There are no areas for queueing lines as the use is not needed.*
    f. *The existing workshop space is 600 SF within the existing home. Any future expansions or modifications will adhere to zoning regulations and maintain compatibility with surrounding properties.*
    g. *Landscaping will be maintained around the property to enhance aesthetics and provide a buffer between the workshop and neighboring homes.*
4. There are multiple petitioner response statements that include "I will…". The response statements should be clearly defined and/or completed prior to the scheduled Common Council review of the conditional use request. Provide a list of each item and how it is being addressed or completed.
5. Subject to all other regulations for Type B Home Occupations.

Planning/Zoning Application

Planning & Zoning Department

Submitted On:
Aug 19, 2025, 10:20PM EDT

Parcel Number: (Include ALL parcels)	Ed-936
Nearest property address to the project site:	**Street Address:** 610 Lewis St # 612 **City:** De pere **State:** WI **Zip:** 54115
Check each project type that is being applied for:	Conditional Use
What is the conditional use for?	Occupation Type B
A Conditional Use request requires a detailed narrative (project description) and site plan graphics. For the detailed narrative, would you prefer to attach a PDF document or enter the information directly into this application form?	Enter detailed narrative into the application form
1. That the establishment, maintenance or operation of the conditional use will not be detrimental to or endanger the public health, safety or general welfare.	To establish a home-based workshop that operates discreetly and aligns with public health, safety, and general welfare standards, I will implement the following measures: 1. **Discreet Operations**: The workshop will be designed to resemble a typical home-based business, utilizing unmarked entrances and minimizing external signs that indicate a gunsmithing operation. 2. **Safety Protocols**: I will enforce strict safety measures, including secure storage for all equipment and materials, ensuring that all operations comply with local and federal regulations regarding handling tools and materials. 3. **Noise Control**: To prevent any noise disturbances, I will utilize soundproofing materials and equipment designed to operate quietly, ensuring that my activities do not draw attention from neighbors. 4. **Zoning Compliance**: I will thoroughly research local zoning laws and obtain all necessary permits for a home-based workshop, ensuring that my operations remain compliant and unnoticeable. 5. **Community Engagement**: I will engage with neighbors by maintaining open lines of communication regarding my business activities, addressing any concerns they may have without disclosing specific details about the nature of the work. 6. **Emergency Preparedness**: I will develop a comprehensive emergency plan, focusing on standard safety practices that do not reveal the specific nature of the

	workshop, ensuring that both my family and neighbors are prepared in case of emergencies. 7. **Education and Training**: I will offer general workshops on safe handling of tools and materials that are applicable to various hobbies, promoting community safety without highlighting the specifics of gunsmithing. By implementing these strategies, I aim to create a home-based workshop that operates smoothly and discreetly, ensuring compliance with all relevant regulations while prioritizing the safety and welfare of the community.
2. That the uses, values and enjoyment of surrounding properties for purposes already permitted in the district will be not be substantially impaired or diminished by the establishment, maintenance or operation of the proposed conditional use.	To ensure that the establishment and operation of my home-based workshop does not substantially impair or diminish the uses, values, and enjoyment of surrounding properties, I will take the following steps: 1. **Minimal Foot Traffic**: I will limit customer visits to appointments only, reducing any potential disruption to the neighborhood and ensuring minimal foot traffic that could affect the residential atmosphere. 2. **Professional Appearance**: The workshop will be designed to blend in with the residential character of the neighborhood, ensuring that it does not detract from the overall appearance or property values of surrounding homes. 3. **Operational Hours**: I will establish reasonable operational hours that align with typical residential activities, avoiding early morning or late-night operations that could disturb neighbors. 4. **Noise Management**: By utilizing soundproofing and low-noise equipment, I will minimize any potential noise generated by the workshop, ensuring that it does not interfere with the peaceful enjoyment of nearby properties. 5. **Safety and Security Measures**: I will implement robust safety and security measures to prevent any risks associated with the workshop, reassuring neighbors that their properties and well-being are not jeopardized. 6. **Community Communication**: I will maintain open communication with neighbors, providing them with updates on my operations and inviting feedback to address any concerns proactively. 7. **Impact Assessments**: I will conduct regular assessments to monitor any potential impact on surrounding properties and promptly address any issues that may arise, demonstrating my commitment to being a responsible community member. By taking these precautions, I aim to ensure that my home-based workshop enhances rather than detracts from the surrounding properties, maintaining their value and the enjoyment of their owners.
3. That establishment of the conditional use will not impede the normal and orderly development and	To ensure that the establishment of my home-based workshop does not impede the normal and orderly development and improvement of surrounding properties, I will implement the following measures:

improvement of surrounding properties for uses permitted in the district.	1. **Compliance with Zoning Regulations**: I will adhere strictly to all zoning regulations and guidelines, ensuring that my workshop operates within the permitted uses for the district and does not conflict with future developments in the area. 2. **Low Impact Operations**: The workshop will be designed to have a minimal environmental footprint, avoiding any activities that could disrupt the surrounding area or hinder the development of neighboring properties. 3. **Flexible Space Design**: I will maintain a flexible workshop design that allows for easy adaptation or relocation in the future, should local development plans change or require adjustments in land use. 4. **Community Development Awareness**: I will stay informed about any proposed developments in the area and engage with local planning initiatives to ensure that my operations align with community growth objectives. 5. **Collaboration with Neighbors**: I will work collaboratively with neighbors and local stakeholders to understand their development goals and ensure that my workshop complements rather than conflicts with their plans. 6. **Regular Review and Adaptation**: I will conduct regular reviews of my operations to ensure they remain in line with the evolving needs of the community and surrounding properties, making necessary adjustments as required. 7. **Promoting Responsible Practices**: I will model responsible business practices that encourage the orderly development of the neighborhood, contributing positively to the overall character and growth of the area. By implementing these measures, I aim to ensure that my home-based workshop supports the normal and orderly development of surrounding properties, fostering a harmonious environment that benefits the entire community.
4. That adequate utilities, access roads, drainage and other necessary improvements have been or are being provide.	To ensure that my home-based workshop has adequate utilities, access roads, drainage, and other necessary improvements, I will take the following steps: 1. **Utility Assessments**: I will conduct a thorough assessment of existing utilities, including water, electricity, and sewage, to confirm that my workshop can operate efficiently without straining local infrastructure. 2. **Access Road Maintenance**: I will ensure that access roads leading to my property are well-maintained and suitable for any necessary deliveries or services, promoting safe and easy access for both my operations and the surrounding community. 3. **Proper Drainage Solutions**: I will implement effective drainage solutions to manage stormwater runoff and prevent flooding, ensuring that my workshop does not contribute to drainage issues in the area.

	4. **Infrastructure Improvements**: If necessary, I will collaborate with local authorities to make any required infrastructure improvements, ensuring that my operations align with community standards and support local development. 5. **Compliance with Local Codes**: I will ensure that all utilities and improvements comply with local building codes and regulations, obtaining any necessary permits before commencing work. 6. **Regular Maintenance Plans**: I will establish regular maintenance plans for utilities and access roads to ensure they remain in good condition and do not negatively impact the surrounding properties or infrastructure. 7. **Community Feedback**: I will seek feedback from neighbors regarding any concerns related to utilities and access, addressing any issues proactively to maintain a good relationship with the community. By taking these steps, I aim to ensure that my home-based workshop is fully supported by adequate utilities and infrastructure, contributing positively to the neighborhood without imposing any burdens on local resources.
5. That adequate measures have been or will be taken to provide ingress and egress that will minimize on- and off-site traffic congestion.	To ensure that my home-based workshop provides adequate ingress and egress while minimizing on- and off-site traffic congestion, I will implement the following measures: 1. **Designated Access Points**: I will establish clearly marked access points for entering and exiting my property, ensuring that they are easily identifiable to visitors and delivery personnel to facilitate smooth traffic flow. 2. **Appointment Scheduling**: I will implement an appointment-based system for customer visits, limiting the number of visitors at any given time to reduce traffic congestion in the area. 3. **Flexible Delivery Hours**: I will coordinate delivery schedules to occur during off-peak hours, such as mid-morning or early afternoon, to minimize disruption to local traffic patterns. 4. **Traffic Flow Planning**: I will create a traffic flow plan that outlines the best routes for entering and exiting the property, ensuring that vehicles can navigate safely without causing backups on surrounding roads. 5. **Signage**: I will use appropriate signage to guide visitors and delivery drivers, helping them navigate efficiently and reducing confusion that could lead to congestion. 6. **Communication with Neighbors**: I will maintain open communication with neighbors regarding my operational hours and traffic patterns, addressing any concerns they may have about potential congestion. 7. **Monitoring and Adjustment**: I will regularly monitor traffic patterns around my workshop and make necessary adjustments to operations or access points to

	further minimize congestion as needed. By implementing these measures, I will ensure that my home-based workshop operates smoothly, providing efficient ingress and egress while minimizing any impact on local traffic congestion.
6. That the conditional use complies with all other applicable regulations of this zoning ordinance.	To ensure that my home-based workshop complies with all applicable regulations of the zoning ordinance, I will take the following steps: 1. **Thorough Review of Zoning Ordinance**: I will conduct a comprehensive review of the local zoning ordinance to understand all applicable regulations and requirements for operating a home-based business. 2. **Obtain Necessary Permits**: I will secure all required permits and licenses before establishing my workshop, ensuring compliance with local laws and regulations related to home-based businesses. 3. **Consultation with Planning Officials**: I will engage in discussions with local planning officials or zoning officers to clarify any uncertainties regarding compliance and to confirm that my operations align with zoning requirements. 4. **Adherence to Use Restrictions**: I will ensure that my business activities fall within the permitted uses for the district, avoiding any activities that could violate zoning restrictions. 5. **Regular Compliance Audits**: I will conduct regular self-audits to assess my operations for compliance with zoning regulations, making any necessary adjustments to maintain adherence. 6. **Community Standards**: I will strive to operate my workshop in a manner that meets or exceeds community standards, ensuring that my business positively contributes to the neighborhood. 7. **Documentation and Record-Keeping**: I will maintain thorough records of all permits, consultations, and compliance measures taken, providing transparency and accountability regarding my operations. By following these steps, I will ensure that my home-based workshop fully complies with all applicable regulations of the zoning ordinance, contributing to the orderly development of the community while operating within legal parameters.
Finally, provide details that will help with decisionmaking about the operation of the use. Include hours and days of operations, seasonal operation, shipment/delivery requirements and hours, parking requirements, drop-off zones, queuing lines, height oand width of existing and new structures (for wireless	Here are the updated operational parameters for my home-based workshop, emphasizing an appointment-only system: ### Hours and Days of Operation - **Regular Operating Hours**: - Monday to Friday: 9:00 AM - 5:00 PM - Saturday: 10:00 AM - 3:00 PM - Closed on Sundays - **Seasonal Adjustments**: Operate with the same hours year-round, with

telecommunications, site plan details, etc.

potential for extended hours during peak seasons (e.g., holiday periods) as needed.

Appointment System
- **Appointment Only**:
- All customer visits will be by appointment only, ensuring that only one customer is on-site at a time to provide focused service and minimize traffic congestion.

Shipment and Delivery Requirements and Hours
- **Delivery Schedule**:
- Deliveries will be scheduled for weekdays between 10:00 AM and 2:00 PM to avoid peak traffic times.
- Special arrangements can be made for urgent deliveries outside these hours upon prior notice.
- **Shipping Methods**:
- Utilize local courier services and standard shipping carriers, ensuring packages are discreetly labeled to maintain privacy.

Parking Requirements
- **Street Parking**:
- Customers will utilize available street parking during their appointments, with clear instructions provided to avoid obstructing traffic or driveways.

Drop-Off Zones
- **Drop-Off Area**:
- While there will not be a designated drop-off zone, customers will be encouraged to use street parking for quick drop-offs.

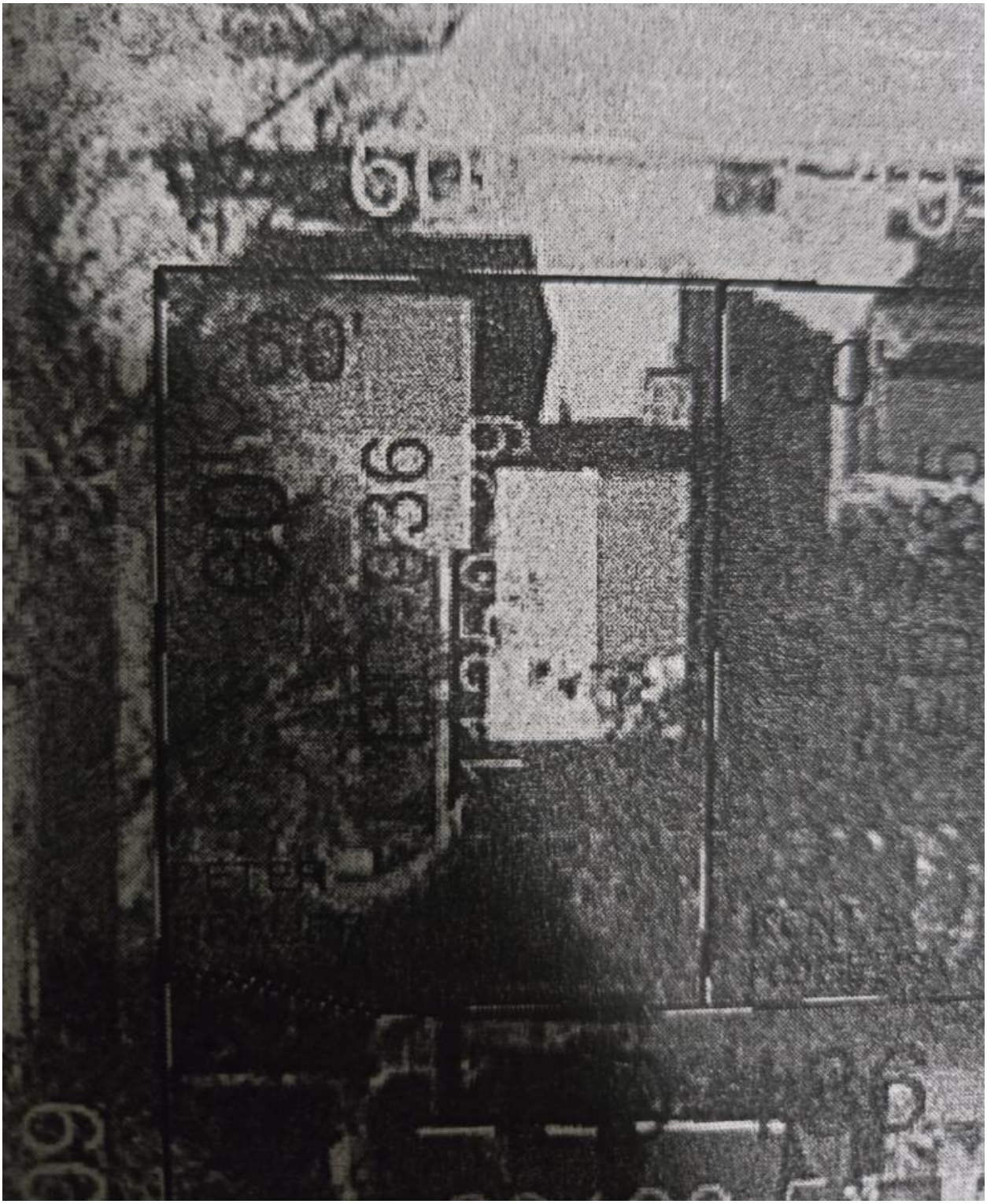
Queuing Lines
- **Queuing Management**:
- No queuing lines are necessary, as appointments will be scheduled to ensure that only one customer is served at a time.

Structure Details
- **Existing Structures**:
- The current workshop space is approximately 600 square feet, within the height and width limits established by local zoning regulations.
- **New Structures**:
- Any future expansions or modifications will adhere to zoning regulations regarding height (no more than 15 feet) and width, maintaining compatibility with surrounding properties.

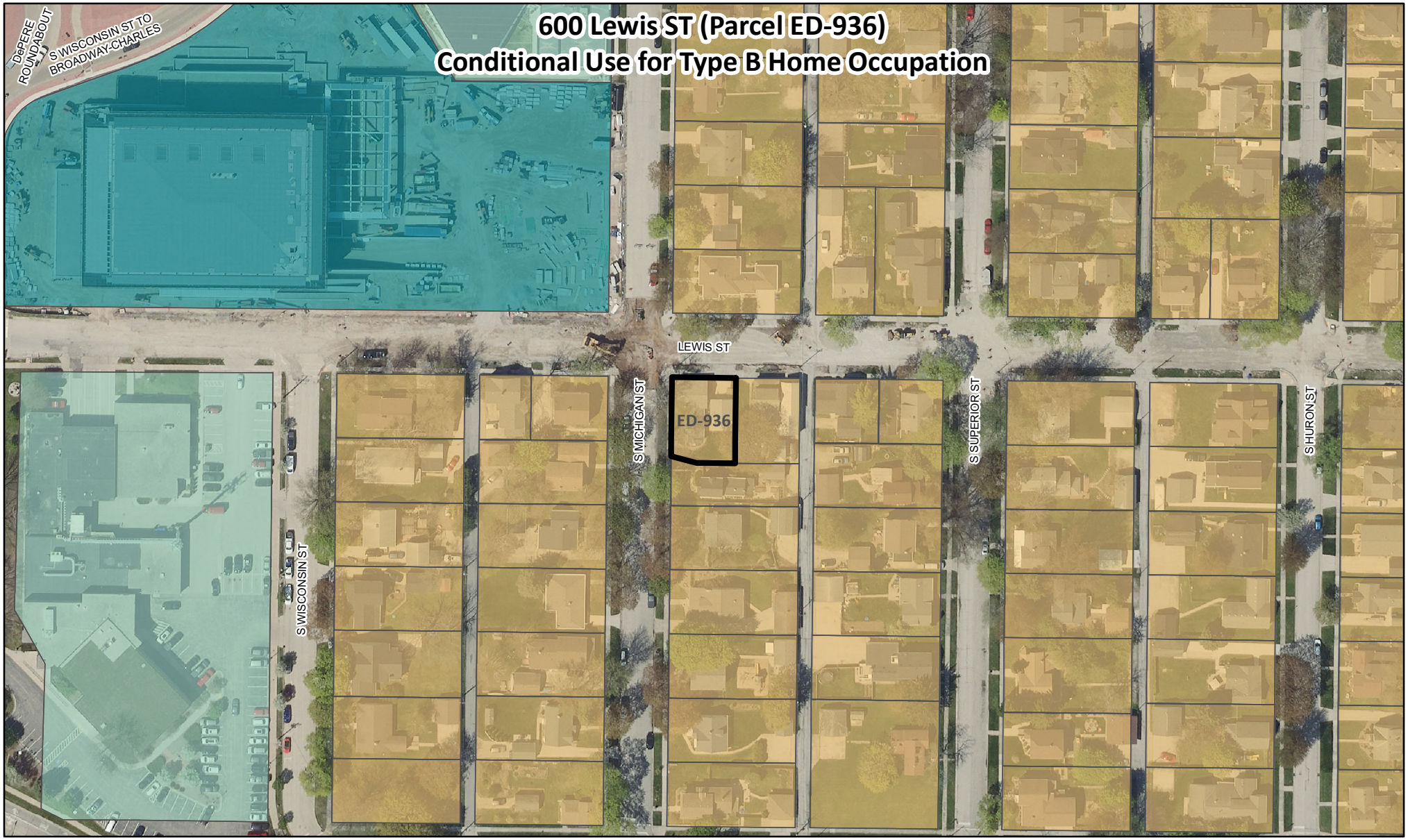
Site Plan Details
- **Layout**:
- A site plan will be developed to illustrate the layout of the workshop and available street parking for customers, ensuring clarity regarding the use of space.
- **Landscaping**:
- Landscaping will be maintained around the property to enhance aesthetics and

	provide a buffer between the workshop and neighboring homes. By implementing this appointment-only system along with the outlined operational parameters, I aim to ensure a smooth, efficient, and compliant operation of my home-based workshop while minimizing any potential impact on the surrounding community.
Please attach a SITE PLAN GRAPHIC that details the Conditional Use location.	20250819_211943.jpg
Current De Pere Zoning Districts:	R2-45
Existing Site Land Uses:	Residential
Proposed Site Land Uses:	Residential Commercial
Does the project comply with the Comprehensive Plan?	Yes
Has City Staff been contacted for a preapplication meeting?	Yes
Property Owner:	**First Name:** Daniel **Last Name:** Farnsworth
Is the property owner's address the same as the nearest property address?	No
Property Owner's Address:	**Street Address:** 610 Lewis St # 612 **City:** de pere **State:** WI **Zip:** 54115
Property Owner's Phone Number:	9062951218
Property Owner's Email Address:	farnsworth898@gmail.com
Is someone processing the project for the property owner as their authorized representative?	No
How do you plan on paying for your application?	Online with a credit card
Total Due:	$350.00
Signature Data	First Name: Daniel Last Name: Farnsworth Email Address: farnsworth898@gmail.com

	Signed at: August 19, 2025 10:16pm America/New_York
User's Session Information	IP Address: 174.253.103.227 Referrer URL:



600 Lewis ST (Parcel ED-936)
Conditional Use for Type B Home Occupation



Conditional Use Detail (Draft For Review - September 2025)

DE PERE

N
S

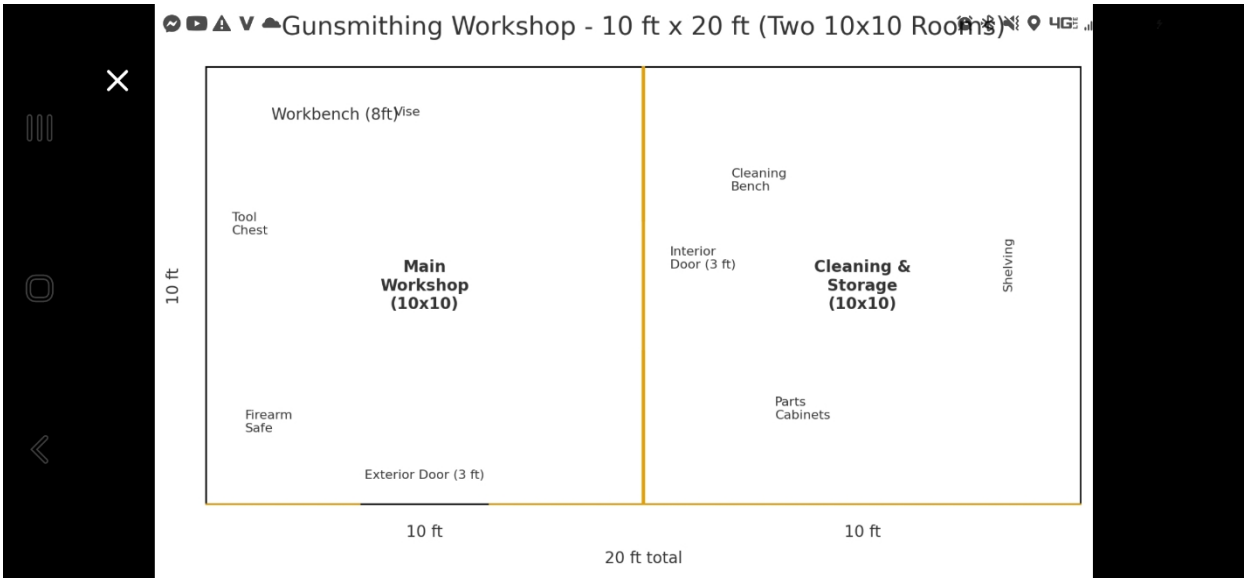
0 25 50 100 Feet

- Parcels
- ED-936
- Pre-Existing PDD (Prior to Jan 1, 2023)
- A:Agricultural
- R1-80: Single-Dwelling Detached
- R1-60: Single-Dwelling Detached
- R1-45:Single-Dwelling Detached
- R2-60: Two-Unit
- R2-45: Two-Unit
- RM-1: Multi-Unit Districts
- RM-2 Multi-Unit Districts
- MX1: Downtown Mixed-Use District
- MX2: Neighborhood Mixed-Use District
- MX3: Corridor Mixed-Use District
- GX1: Office-Residential Mix District
- GX2: Neighborhood Office-Residential
- O: Office
- C: Commercial
- BP-1: Business Park 1
- BP-2:Business Park 2
- I: Industrial
- CON: Conservancy
- PI-1: Neighborhood Public & Institutional District
- PI-2: Campus Public & Institutional District

This map was produced utilizing a variety of sources the City of De Pere reasonably believes are reliable, including GIS data, some of which was under development at the time this map was produced.
The City of De Pere makes no warranty, either expressed or implied, including no warranty as to fitness for a particular use, of the information contained in or comprising, this map.

Data Source: City of De Pere, Brown County

From: Dan Farnsworth <farnsworth898@gmail.com>
Sent: Tuesday, October 7, 2025 9:59 PM
To: Peter Schleinz <pschleinz@deperewi.gov>
Subject: Re: Email



200 square feet

Unified School District of De Pere

1700 Chicago Street
De Pere, WI 54115

www.deperek12.org

Ph. 920.337.1032
Fax. 920.337.1033

Christopher Thompson
Superintendent

Dawn Foeller
Business Services

Pam Pirman
Communications

Kathy Van Pay
Elementary Curriculum

Nick Joseph
Secondary Curriculum

Kimberly Hartwig
Human Resources

Jerry Nicholson
Student Services

Curt Pieschek
Technology

Mission
As a responsible partner with our families and communities, we provide a distinct educational edge that prepares all learners to be successful and contributing members of our global society.

October 15, 2025

Mr. James Boyd
Mayor of the City of De Pere
jboyd@deperewi.gov

Dear Mayor Boyd:

I am writing to share the strong concerns of the Unified School District of De Pere regarding the home-based gunsmith and online firearm sales business proposed by Daniel Farnsworth and approved by the Zoning and Planning Commission at their September 22, 2025, meeting.

Mr. Farnsworth proposes to operate this business from his home at 610 Lewis Street, #612, De Pere, WI 54115. This address is located approximately 1000 feet from Foxview Intermediate School. This falls just 50 feet from the perimeter of the Safe School Zone, as defined by the federal Gun-Free School Zones Act of 1990 (GFSZA) and Wisconsin State Statute 948.605.

When a firearms business is located within a 1,000-foot gun-free school zone in Wisconsin, there are significant legal and practical considerations, such as operating under an exception to the general rule of a school zone, and customers complying with rules for transporting firearms to and from the location. Having attended the Planning and Zoning Commission meeting and having read the application documents submitted, we believe insufficient explanation was provided by Mr. Farnsworth regarding the student safety component associated with his proposed business location. He did not adequately detail how he would ensure that customers would bring their firearms to him unloaded and in locked cases, nor did he ever mention operating within a Gun-Free School Zone.

Similarly, the City stated that it would not monitor his business but rather respond to complaints. I am dismayed that no thought on either Mr. Farnsworth's or the City's part has been given to the safety of children who walk past this house to and from school. With the proposed business location on the perimeter of the Gun-Free Zone, I strongly recommend that additional discussion and review take place to ensure safety measures are outlined in detail and made publicly available to neighbors, to the business's customers, and to nearby schools. I also believe a proactive monitoring plan to verify compliance is a common-sense measure.

As an alderperson of our Common Council, I urge you to ensure that the safety of our community's children is prioritized by taking appropriate time to discuss and plan around how Mr. Farnsworth will guarantee 100% compliance from his customers with the transport of unloaded, cased, and locked firearms.

Should you have any questions, I can be reached at cthompson@depere.k12.wi.us or (920) 983-9174, ext. 4109.

Sincerely,

Christopher Thompson, EdD
Superintendent

The Unified School District of De Pere complies with the Civil Rights Act of 1964, Title IX, Section 504 and other State and Federal Laws that govern non-discrimination.

GRACE
GREEN BAY AREA CATHOLIC EDUCATION
Schools United for Excellence

WE ARE GRACE

October 13, 2025

Jonathon Hansen
Alderperson – Second District
De Pere Common Council
335 S Broadway
De Pere, WI 54115

Dear Alderperson Hansen,

I am writing on behalf of GRACE (Green Bay Area Catholic Education) School System, and specifically, GRACE Notre Dame School of De Pere, **to express strong opposition** to the proposed residential gunsmith shop at 600 Lewis Street. I understand this proposal was recently approved unanimously by the Planning Commission and is now scheduled for a vote by the Common Council on October 21, 2025.

GRACE Notre Dame School of De Pere is located just a few hundred feet from the proposed business site. We are deeply concerned about the implications of placing a firearms-related business in such close proximity to an elementary school, a church, and a growing residential neighborhood. This type of business is not compatible with the surrounding community and introduces unnecessary risk to an otherwise safe and family-oriented area.

While the applicant may have followed the procedural requirements for seeking approval, the nature of this specific business as a firearm modification and sales business raises serious concerns about safety, community perception, and overall appropriateness within a residential zone. There are no clear or enforceable safeguards to control who may frequent this business or to ensure the safety of the surrounding community, including the children and families we serve every day.

Other important institutions are also located nearby, including the Mulva Cultural Center, St. Francis Xavier Church, and a local public school. Minors and adults regularly access these spaces. The presence of a gunsmith shop, even if operated from a residence, could undermine the sense of safety and security our institutions work immensely hard to maintain.

In addition, the City of De Pere did not inform our school of this proposal. Given our close proximity and the potential impact on our students and families, this lack of notification is a serious oversight. As a directly affected stakeholder, our school should have had the opportunity to participate in the discussion before the Planning Commission's recommendation.

Across the nation, schools, churches, and public spaces are increasingly vulnerable to violence. In light of this reality, local governments must do everything possible to reduce risk and prioritize the protection of children and community members. Approving a gunsmith shop near our school would be a step in the opposite direction.

At a minimum, we respectfully request that you **delay the vote on October 21, 2025**. This would allow time for broader community input, additional legal review, and thoughtful consideration of the potential consequences. Moving forward with a vote at this stage, without full engagement from affected parties, would send a message that the safety and concerns of schools, churches, and families are not a priority.

We urge you to reconsider this proposal and to demonstrate your commitment to the well-being of everyone in the De Pere community.

Thank you for your time and attention to this important matter.

In prayer,

Kim Desotell

Kimberly A. Desotell
President, GRACE School System including Notre Dame School of De Pere

cc: Molly Mares, Principal, GRACE Notre Dame School of De Pere

Jonathan -
Thank you for your conversations on this over the past 2 weeks.
I look see you at the 10/21 mtg.
K. Desotell

City of De Pere, Wisconsin

I.5.C

Request for Common Council Action

MEETING DATE:	October 21, 2025
DEPARTMENT:	City Attorney
FROM:	Angela Zills, Paralegal
SUBJECT:	Resolution #25-111 Authorizing and Approving a Conditional Use of Type B Home Occupation in an R2-45 (Two-Unit) District at 600 Lewis Street (Parcel ED-936).
RECOMMENDED ACTION:	Motion to approve recommendation of Plan Commission.

ATTACHMENTS:
Reso25-111

RESOLUTION #25-111

AUTHORIZING AND APPROVING A CONDITIONAL USE OF TYPE B
HOME OCCUPATION IN A R2-45 (TWO-UNIT) DISTRICT
(Parcel ED-936; 600 Lewis Street)

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

WHEREAS, the City Clerk has published a Notice of Public Hearing regarding the proposed conditional use and, pursuant thereto, a Public Hearing has been held at the City Hall Council Chambers on the 21st day of October, 2025 at 7:35 p.m., whereupon the Common Council heard all interested parties, their agents and attorneys;

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

1. The Common Council hereby finds and determines that an application for a Conditional Use has been made by a party in interest meeting the requirements of §14-123, De Pere Municipal Code (DPMC); and
2. The standards relating to the conditional use as set forth in DPMC §14-78(8)(c)(7) and (8) and §14-123(9) have been or will be complied with; and
3. The Common Council does therefore pursuant to DPMC §14-123(8)authorize and grant a conditional use as provided at DPMC §14-78(8)(c)(7) and (8), for purposes of permitting a Type B Home Occupation in a R2-45 (Two-Unit District) located at 600 Lewis Street, Parcel ED-936, as shown on the Principal Use Table (DPMC Chapter 14, Article VII – Uses, Table 7.1); and
4. This authorization is further subject to compliance with any other terms and conditions of the Plan Commission, including all of the following conditions:
    a. Home occupations must be accessory to the use of a dwelling unit for residential purposes. They may not change the character of the residential building they occupy or adversely affect the character of the surrounding neighborhood. Home occupations

may not, for example, produce light, noise, vibration, odor, parking demand, or traffic impacts to that are not typical of a residential neighborhood in De Pere. Home occupations must be operated so as not to create or cause a nuisance.

b. Any tools or equipment used as part of a home occupation must be operated in a manner or sound-proofed so as not to be audible beyond the lot lines of the subject property.
c. External structural alterations or site improvements that change the residential character of the lot upon which a home occupation is located are prohibited. Examples of such prohibited alterations include construction of parking lots, the addition of commercial-like exterior lighting or the addition of a separate building entrance that is visible from abutting streets.
d. Home occupations and all related activities, including storage (other than the lawful parking or storage of vehicles), must be conducted entirely within the dwelling unit.
e. The area devoted to the conduct of all home occupations present on the property is limited to 25 percent of the dwelling unit's floor area or 650 square feet, whichever is less.
f. No window display or other public display of any material or merchandise is allowed.
g. The use or storage of hazardous substances is prohibited, except at the "consumer commodity" level, as that term is defined in 49 C.F.R. Section 171.8.
h. Only one passenger vehicle may be used in the conduct of a home occupation. No other types of vehicles may be parked or stored on the premises. This provision is not intended to prohibit deliveries and pickups by common carrier delivery vehicles (e.g., postal service, united parcel service, Fed Ex, et al.) of the type typically used in residential neighborhoods.
i. Type B home occupations are allowed only if reviewed and approved in accordance with the conditional use procedures of 14-123, provided that instruction, teaching or tutoring of no more than 4 students at one time is permitted as or right.
j. One nonresident employee is allowed with a Type B home occupation if no customers come to the site at any time. Home occupations that have clients, customers or students coming to the site at any time may not have nonresident employees. For the purpose of this provision, the term "nonresident employee" includes an employee, business partner, co-owner or any other

person affiliated with the home occupation, who does not live at the site, but who visits the site as part of the home occupation.

5. Compliance with all requirements of Chapter 14, De Pere Municipal Code.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of October, 2025.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 09/22/2025

City of De Pere, Wisconsin

I.7

Request for Common Council Action

MEETING DATE:	October 21, 2025
DEPARTMENT:	Public Works
FROM:	Scott Thoresen, Public Works Director
SUBJECT:	Recommendation from the Board of Public Works on approval of conventional water rate application for expense depreciation.
RECOMMENDED ACTION:	Staff recommends applying with the PSC using the expense depreciation method.

The Board of Public Works at the October 13, 2025 meeting approved applying with the PSC for conventional water rate application using the expense depreciation method and moved to send it to the Common Council for approval. The motion passed with a 4-1 vote.

ATTACHMENTS:
Consider PSC Full Water Rate Application for Expense Depreciation 10-6-2025, Analysis of Debt Financing Versus Expense Depreciation Method 10-6-2025

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Board of Public Works Members
From: Scott J. Thoresen, Director of Public Works
Date: October 6, 2025
RE: Consideration and possible action for Conventional Water Rate Application for Expense Depreciation*

The BOPW and Council approved in June hiring Onward Accounting & Consulting LLC to assist with applying to the Wisconsin Public Service Commission (PSC) for consideration for a conventional water rate case. The intent of the application is to adjust water rates in accordance with the PSC guidelines to determine if water rates are adequate to meet the water utility's debt service requirements and to fund project capital projects such as water main replacements.

As we work through the application for the PSC, the PSC has a new methodology for cash funding water main replacements called "expense depreciation" rather than issuing debt annually to fund these projects. Issuing debt every year for the water main replacement program keeps the costs lower in the initial years of the program when the debt service payments are lower, but with increasing debt service payments, rates for debt funding eventually increase higher than with cash funding. Attached is a comparison of annual debt financing versus the expense depreciation method.

Under the expense depreciation it would be the intent to fund $1,000,000 in annual water main replacements instead of bonding annually for the same amount. It is estimated if the PSC approved the expense depreciation method the water rates would increase approximately 19%. If the City would go the route of debt financing annually the same amount the rates would increase approximately 5.5%. Ultimately, so the water utility does not go into negative cash balances in the future, the City needs to either issue debt on an annual basis or go with the expense depreciation method.

Staff recommends applying with the PSC using the expense depreciation method.

CITY OF DE PERE WATER DEPARTMENT
ANALYSIS OF DEBT FINANCING COMPARED TO CASH FUNDING (Expense Depreciation)

Both scenarios - Estimated Main, Service and Hydrant Replacement cost of $1,500,000
Both scenarios include 2.5% inflation
Data presented represents similar net cash flows in year 2046
Debt Funding - Estimated debt issuance of $1,000,000 annually (20 year loans at 4.75%)
Debt Funding - Includes a required restricted reserve for annual debt payments (not available cash)

	Current Estimated	Cash Funding Main Replacement (Expense Depreciation)			Debt Funding Main Replacement		
	Year 2025	Year 2027	Year 2039	Year 2046	Year 2027	Year 2039	Year 2046
Estimated Quarterly Bill - Average Customer							
Residential - 3/4" meter (9,500 gallons sold)	$ 137	$ 163	$ 183	$ 189	$ 145	$ 188	$ 214
Commercial - 1" meter (47,500 gallons sold)	$ 509	$ 604	$ 680	$ 700	$ 536	$ 698	$ 792
Public Authority - 2" (58,000 gallons sold)	$ 819	$ 973	$ 1,095	$ 1,128	$ 863	$ 1,124	$ 1,276
Estimated Debt Service Annual Payments							
Principal	$ 625,000	$ 686,000	$ -	$ -	$ 717,050	$ 541,331	$ 1,000,000
Interest	$ 104,250	$ 170,000	$ -	$ -	$ 217,500	$ 479,825	$ 571,010
Total Debt Service Annual Payments	$ 729,250	$ 856,000	$ -	$ -	$ 934,550	$ 1,021,156	$ 1,571,010
Balance of Long- Term Debt Payable	$ 5,787,500	$ 5,394,868	$ -	$ -	$ 6,394,868	$ 10,560,258	$ 12,021,251
Estimated Water Fund Cash							
Operating Cash Reserves	$ (1,015,828)	$ 119,410	$ 6,626,683	$ 3,941,284	$ (68,335)	$ 4,104,424	$ 3,972,000
Tower Repainting Funds	$ 1,110,000	$ 1,300,000	$ 540,000	$ 1,205,000	$ 1,300,000	$ 540,000	$ 1,205,000
Restricted Debt Redemption	$ -	$ -	$ -		$ 78,550	$ 1,021,156	$ 1,571,010
Total Cash	$ 94,172	$ 1,419,410	$ 7,166,683	$ 5,146,284	$ 1,310,215	$ 5,665,580	$ 6,748,010

City of De Pere, Wisconsin

I.8

Request for Common Council Action

MEETING DATE:	October 21, 2025
DEPARTMENT:	Public Works
FROM:	Scott Thoresen, Public Works Director
SUBJECT:	Recommendation from the Board of Public Works on an update to the Neighborhood Watch sign policy.
RECOMMENDED ACTION:	Staff recommends the attached policy be updated to allow new signposts in locations where there is not existing signposts or utility poles

The Board of Public Works at the October 13, 2025 meeting approved updating the Neighborhood Watch Sign policy to allow new signposts in locations where there is not existing signposts or utility poles and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:
2025 1013 CI-Neighborhood Watch Signs, Updated Neighborhood Watch Signs Policy

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Scott Thoresen
Date: October 13, 2025

RE: Consideration and possible action on to update the Neighborhood Watch Sign Policy*

January of this year, a Neighborhood Watch Sign Policy was adopted by the Board. The policy established when signs will be installed and removed, funding for sign installation, and the location where signs will be permitted. Part of the policy is that neighborhood watch signs are to be installed on existing signposts or utility poles. Staff performed the initial round of sign installation. Unfortunately, there are 22 locations at the entrance points to neighborhood watch areas lacking existing signposts or utility poles. Based on discussions with the Street Department, a new signpost costs $75.

Because of the lack of adequate existing signposts or utility poles, consideration should be given to permit new signpost installation when determined by staff. New signpost installation will follow the other requirements of the policy.

Recommendation

Staff recommends the attached policy be updated to allow new signposts in locations where there is not existing signposts or utility poles. New signposts will be funded like the request for new signs. The need for new signposts will be determined by staff. The proposed changes are shown on the attached updated policy.

Attachments:

- Updated Policy Neighborhood Watch Sign Program

CITY OF DE PERE
POLICE DEPARTMENT

POLICY NEIGHBORHOOD WATCH SIGN PROGRAM

PROGRAM OVERSIGHT

The Neighborhood Watch Sign Program will be administered by the Police Department in accordance with Wisconsin Statute 66.04029. The Police Department will maintain a list of active associations. If associations are dissolved or considered inactive, the Police Department will direct the Street Department to remove signs.

Neighborhood watch signs shall have a uniform design created by the Street Department in coordination with the Police Department and approved by the Wisconsin Department of Transportation per Statute 66.0429 (2).

FUNDING

Neighborhood watch sign installation shall be funded by the associations. The association will make a request to the Police Department. If approved, the Police Department will direct the Street Department to create a sign and install per the policy below.

The cost to repair or replace signs shall be funded by the associations at the same cost as a new sign.

The cost to install, repair, or replace a sign is for the sign creation. The City will install the sign at no cost to the association.

There is no charge to remove old signs.

The Street Department will invoice the association for sign installation, repair, or replacement. The cost for sign installation will be determined by the Street Department.

LOCATION/INSTALLATION

Sign installation shall be restricted to the entrances into a neighborhood association. Signs shall be located on the right-hand side of the street and placed on existing signposts or utility poles. New signposts will be installed when determined by staff. The sign will be placed as close to the entrance of association as possible based on the location of existing signposts/ ~~or~~ utility poles or the need for a new signpost.

Sign maintenance/replacement will be determined by the City.

City of De Pere, Wisconsin **I.9**

Request for Common Council Action

MEETING DATE:	October 21, 2025
DEPARTMENT:	Public Works
FROM:	Scott Thoresen, Public Works Director
SUBJECT:	Recommendation from the Board of Public Works to delay construction of a new west side yard waste site.
RECOMMENDED ACTION:	Staff recommendation at this time is to delay the construction of the proposed west side yard waste site in 2026.

The Board of Public Works at the October 13, 2025 meeting approved delaying construction of a West Side New Yard Waste Site and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:
Consider Possible West Side Yard Waste Site 10-07-2025, ADP_CONCEPT 9_9-27-24

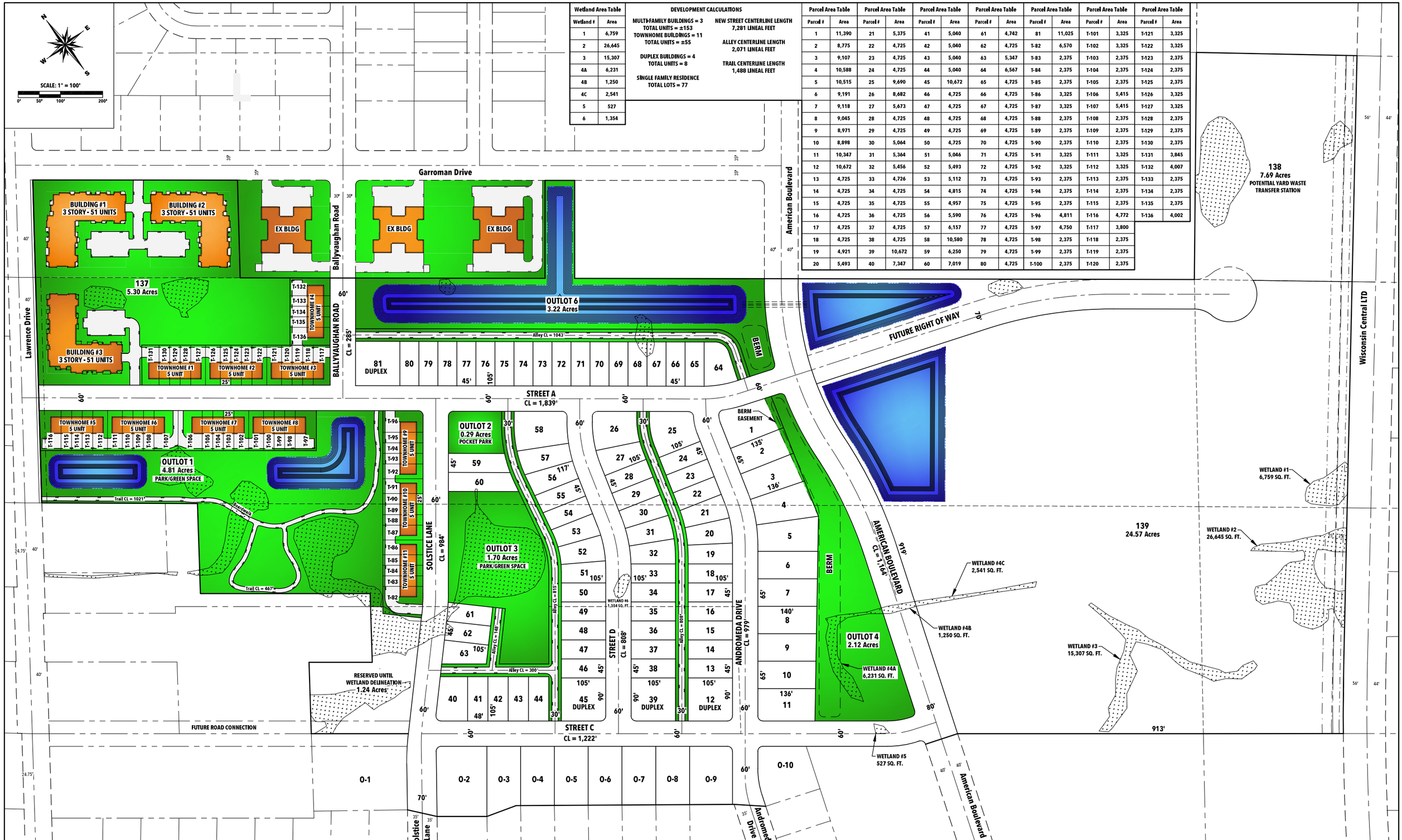
CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Board of Public Works Members
From: Scott J. Thoresen, Director of Public Works
Date: October 7, 2025
RE: Consider and Possible Action Regarding West Side New Yard Waste Site*

The BOPW and Council had discussion in August regarding whether to move forward with the west side yard waste site. The Council approved moving forward with the yard waste site as long as the Town of Lawrence entered into an intergovernmental agreement by January 1, 2026 for using the west side yard waste site. The Council had concerns with the $2 million estimated costs to construct this site. A good portion of these costs would be to build a road and infrastructure to the site. Attached is the preliminary concepts of the development in this area including a future access road to the yard waste site.

Staff met with the Town of Lawrence Administrator and Town Chair regarding the proposed yard waste site. The Town is interested in partnering with the City on this site because the Town wants to get rid of their existing yard waste site in the future and has no interest in operating another site. There is no immediate need for the Town to close down their existing yard waste site at this time.

Staff recommendation at this time is to delay the construction of the proposed west side yard waste site in 2026.



Wetland Area Table	
Wetland #	Area
1	6,759
2	26,645
3	15,307
4A	6,231
4B	1,250
4C	2,541
5	527
6	1,354

DEVELOPMENT CALCULATIONS

MULTI-FAMILY BUILDINGS = 3
TOTAL UNITS = ±153
TOWNHOME BUILDINGS = 11
TOTAL UNITS = ±55

DUPLEX BUILDINGS = 4
TOTAL UNITS = 8

SINGLE FAMILY RESIDENCE
TOTAL LOTS = 77

NEW STREET CENTERLINE LENGTH
7,281 LINEAL FEET

ALLEY CENTERLINE LENGTH
2,071 LINEAL FEET

TRAIL CENTERLINE LENGTH
1,488 LINEAL FEET

Parcel Area Table		Parcel Area Table		Parcel Area Table		Parcel Area Table		Parcel Area Table		Parcel Area Table		Parcel Area Table	
Parcel #	Area	Parcel #	Area	Parcel #	Area	Parcel #	Area	Parcel #	Area	Parcel #	Area	Parcel #	Area
1	11,390	21	5,375	41	5,040	61	4,742	81	11,025	T-101	3,325	T-121	3,325
2	8,775	22	4,725	42	5,040	62	4,725	T-82	6,570	T-102	3,325	T-122	3,325
3	9,107	23	4,725	43	5,040	63	5,347	T-83	2,375	T-103	2,375	T-123	2,375
4	10,588	24	4,725	44	5,040	64	6,567	T-84	2,375	T-104	2,375	T-124	2,375
5	10,515	25	9,690	45	10,672	65	4,725	T-85	2,375	T-105	2,375	T-125	2,375
6	9,191	26	8,682	46	4,725	66	4,725	T-86	3,325	T-106	5,415	T-126	3,325
7	9,118	27	5,673	47	4,725	67	4,725	T-87	3,325	T-107	5,415	T-127	3,325
8	9,045	28	4,725	48	4,725	68	4,725	T-88	2,375	T-108	2,375	T-128	2,375
9	8,971	29	4,725	49	4,725	69	4,725	T-89	2,375	T-109	2,375	T-129	2,375
10	8,898	30	5,064	50	4,725	70	4,725	T-90	2,375	T-110	2,375	T-130	2,375
11	10,347	31	5,364	51	5,046	71	4,725	T-91	3,325	T-111	3,325	T-131	3,845
12	10,672	32	5,456	52	5,493	72	4,725	T-92	3,325	T-112	3,325	T-132	4,007
13	4,725	33	4,726	53	5,112	73	4,725	T-93	2,375	T-113	2,375	T-133	2,375
14	4,725	34	4,725	54	4,815	74	4,725	T-94	2,375	T-114	2,375	T-134	2,375
15	4,725	35	4,725	55	4,957	75	4,725	T-95	2,375	T-115	2,375	T-135	2,375
16	4,725	36	4,725	56	5,590	76	4,725	T-96	4,811	T-116	4,772	T-136	4,002
17	4,725	37	4,725	57	6,157	77	4,725	T-97	4,750	T-117	3,800		
18	4,725	38	4,725	58	10,580	78	4,725	T-98	2,375	T-118	2,375		
19	4,921	39	10,672	59	6,250	79	4,725	T-99	2,375	T-119	2,375		
20	5,493	40	7,347	60	7,019	80	4,725	T-100	2,375	T-120	2,375		

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

DRAWN: Troy Hewitt
CHECKED: Jared Schmidt

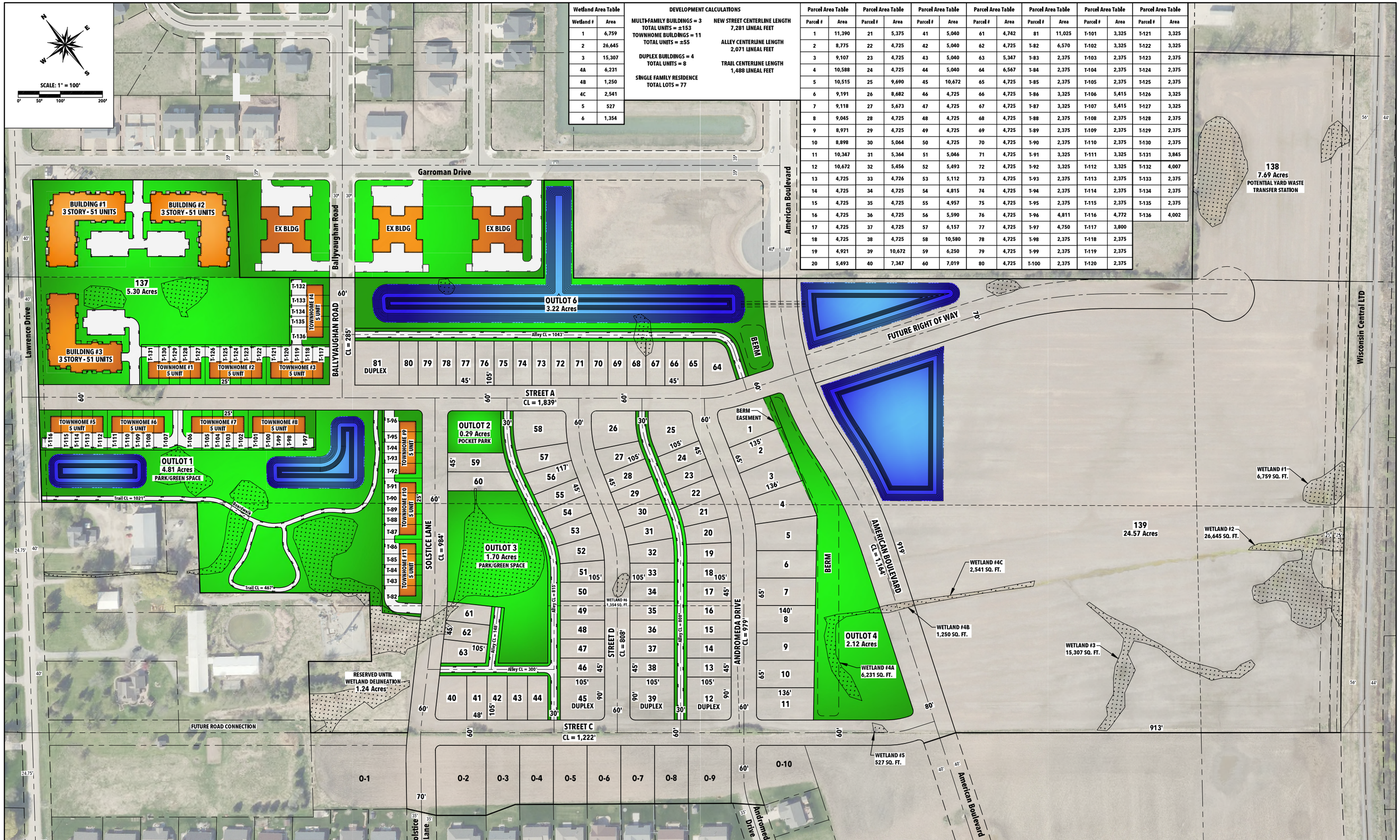
AREA DEVELOPMENT PLAN #9

Prepared for: **CITY OF DE PERE**

DATE: 9/11/2024
FILE: 0404484_ADP_CONCEPT 9.dwg
JOB NO.: 0404484

Robert E. Lee & Associates, Inc.
1250 Centennial Centre Blvd | Hobart, WI | 920-662-9641 | releeinc.com

SHEET NO. 1 of 3



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Parcel #	Area	Parcel #	Area	Parcel #	Area	Parcel #	Area	Parcel #	Area	Parcel #	Area	Parcel #	Area
1	11,390	21	5,375	41	5,040	61	4,742	81	11,025	T-101	3,325	T-121	3,325
2	8,775	22	4,725	42	5,040	62	4,725	T-82	6,570	T-102	3,325	T-122	3,325
3	9,107	23	4,725	43	5,040	63	5,347	T-83	2,375	T-103	2,375	T-123	2,375
4	10,588	24	4,725	44	5,040	64	6,567	T-84	2,375	T-104	2,375	T-124	2,375
5	10,515	25	9,690	45	10,672	65	4,725	T-85	2,375	T-105	2,375	T-125	2,375
6	9,191	26	8,682	46	4,725	66	4,725	T-86	3,325	T-106	5,415	T-126	3,325
7	9,118	27	5,673	47	4,725	67	4,725	T-87	3,325	T-107	5,415	T-127	3,325
8	9,045	28	4,725	48	4,725	68	4,725	T-88	2,375	T-108	2,375	T-128	2,375
9	8,971	29	4,725	49	4,725	69	4,725	T-89	2,375	T-109	2,375	T-129	2,375
10	8,898	30	5,064	50	4,725	70	4,725	T-90	2,375	T-110	2,375	T-130	2,375
11	10,347	31	5,364	51	5,046	71	4,725	T-91	3,325	T-111	3,325	T-131	3,845
12	10,672	32	5,456	52	5,493	72	4,725	T-92	3,325	T-112	3,325	T-132	4,007
13	4,725	33	4,726	53	5,112	73	4,725	T-93	2,375	T-113	2,375	T-133	2,375
14	4,725	34	4,725	54	4,815	74	4,725	T-94	2,375	T-114	2,375	T-134	2,375
15	4,725	35	4,725	55	4,957	75	4,725	T-95	2,375	T-115	2,375	T-135	2,375
16	4,725	36	4,725	56	5,590	76	4,725	T-96	4,811	T-116	4,772	T-136	4,002
17	4,725	37	4,725	57	6,157	77	4,725	T-97	4,750	T-117	3,800		
18	4,725	38	4,725	58	10,580	78	4,725	T-98	2,375	T-118	2,375		
19	4,921	39	10,672	59	6,250	79	4,725	T-99	2,375	T-119	2,375		
20	5,493	40	7,347	60	7,019	80	4,725	T-100	2,375	T-120	2,375		

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

DRAWN Troy Hewitt
CHECKED Jared Schmidt

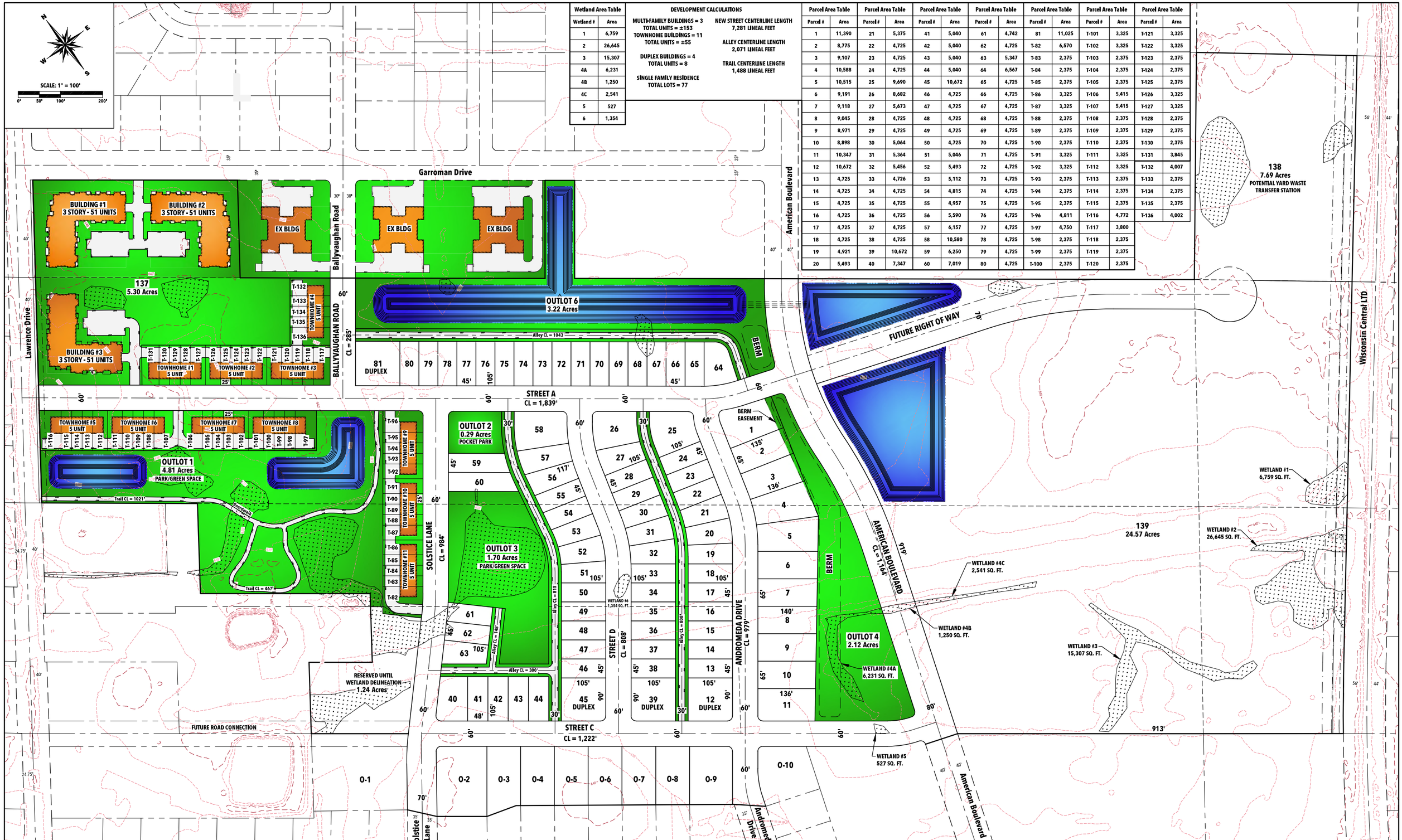
AREA DEVELOPMENT PLAN #9

Prepared for: **CITY OF DE PERE**

DATE 9/11/2024
FILE 0404484_ADP_CONCEPT 9.dwg
JOB NO. 0404484

Robert E. Lee & Associates, Inc.
1250 Centennial Centre Blvd | Hobart, WI | 920-662-9641 | releeinc.com

SHEET NO. 2 of 3



Wetland Area Table	
Wetland #	Area
1	6,759
2	26,645
3	15,307
4A	6,231
4B	1,250
4C	2,541
5	527
6	1,354

DEVELOPMENT CALCULATIONS

MULTI-FAMILY BUILDINGS = 3
TOTAL UNITS = ±153
TOWNHOME BUILDINGS = 11
TOTAL UNITS = ±55

DUPLEX BUILDINGS = 4
TOTAL UNITS = 8

SINGLE FAMILY RESIDENCE
TOTAL LOTS = 77

NEW STREET CENTERLINE LENGTH
7,281 LINEAL FEET

ALLEY CENTERLINE LENGTH
2,071 LINEAL FEET

TRAIL CENTERLINE LENGTH
1,488 LINEAL FEET

Parcel Area Table		Parcel Area Table		Parcel Area Table		Parcel Area Table		Parcel Area Table		Parcel Area Table		Parcel Area Table	
Parcel #	Area	Parcel #	Area	Parcel #	Area	Parcel #	Area	Parcel #	Area	Parcel #	Area	Parcel #	Area
1	11,390	21	5,375	41	5,040	61	4,742	81	11,025	T-101	3,325	T-121	3,325
2	8,775	22	4,725	42	5,040	62	4,725	T-82	6,570	T-102	3,325	T-122	3,325
3	9,107	23	4,725	43	5,040	63	5,347	T-83	2,375	T-103	2,375	T-123	2,375
4	10,588	24	4,725	44	5,040	64	6,567	T-84	2,375	T-104	2,375	T-124	2,375
5	10,515	25	9,690	45	10,672	65	4,725	T-85	2,375	T-105	2,375	T-125	2,375
6	9,191	26	8,682	46	4,725	66	4,725	T-86	3,325	T-106	5,415	T-126	3,325
7	9,118	27	5,673	47	4,725	67	4,725	T-87	3,325	T-107	5,415	T-127	3,325
8	9,045	28	4,725	48	4,725	68	4,725	T-88	2,375	T-108	2,375	T-128	2,375
9	8,971	29	4,725	49	4,725	69	4,725	T-89	2,375	T-109	2,375	T-129	2,375
10	8,898	30	5,064	50	4,725	70	4,725	T-90	2,375	T-110	2,375	T-130	2,375
11	10,347	31	5,364	51	5,046	71	4,725	T-91	3,325	T-111	3,325	T-131	3,845
12	10,672	32	5,456	52	5,493	72	4,725	T-92	3,325	T-112	3,325	T-132	4,007
13	4,725	33	4,726	53	5,112	73	4,725	T-93	2,375	T-113	2,375	T-133	2,375
14	4,725	34	4,725	54	4,815	74	4,725	T-94	2,375	T-114	2,375	T-134	2,375
15	4,725	35	4,725	55	4,957	75	4,725	T-95	2,375	T-115	2,375	T-135	2,375
16	4,725	36	4,725	56	5,590	76	4,725	T-96	4,811	T-116	4,772	T-136	4,002
17	4,725	37	4,725	57	6,157	77	4,725	T-97	4,750	T-117	3,800		
18	4,725	38	4,725	58	10,580	78	4,725	T-98	2,375	T-118	2,375		
19	4,921	39	10,672	59	6,250	79	4,725	T-99	2,375	T-119	2,375		
20	5,493	40	7,347	60	7,019	80	4,725	T-100	2,375	T-120	2,375		

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

DRAWN: Troy Hewitt
CHECKED: Jared Schmidt

AREA DEVELOPMENT PLAN #9

Prepared for: **CITY OF DE PERE**

DATE: 9/11/2024
FILE: 0404484_ADP_CONCEPT 9.dwg
JOB NO.: 0404484

Robert E. Lee & Associates, Inc.
1250 Centennial Centre Blvd | Hobart, WI | 920-662-9641 | releeinc.com

SHEET NO. 3 of 3

City of De Pere, Wisconsin

I.10

Request for Common Council Action

MEETING DATE:	October 21, 2025
DEPARTMENT:	Public Works
FROM:	Scott Thoresen, Public Works Director
SUBJECT:	Recommendation from the Board of Public Works on approving Change Order #1 for Project 25-02.
RECOMMENDED ACTION:	Staff's recommendation is to approve the change order for Project 25-02 contingent on the approval of the Public Infrastructure Improvement Agreement by the City and the Developer

The Board of Public Works at the October 13, 2025 meeting approved the change order for Project 25-02 contingent on the approval of the Public Infrastructure Improvement Agreement by the City and the Developer and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:
2025 1013 CI_BOPW_Project 25-02 Change Order, 2025 0327 CE_Project 25-02_Bid Tab, 2025 0407 CI_BOPW_Award_25-02

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Chase K Kuffel, PE, Assistant City Engineer
Date: October 13, 2025

RE: **Consideration and possible action Change Order #1 for Project 25-02***

The Engineering Department received bids on Project 25-02 Northeast Street Reconstruction and Utility Relay on March 27, 2025. The bids received were as follows:

Contractor	Base Bid
Kruczek Construction, Inc.	$1,565,565.00
Jossart Brothers, Inc.	$1,620,605.50
Advance Construction, Inc.	$1,834,265.65
Dorner, Inc.	$1,854,748.00

Since the award of this project, the Department of Public Works has received a request from the De Pere Historical Society to install storm sewer on Cass Street from Front Street to N. Broadway Street to service the proposed development at 403 N Broadway Street. Since the roadway would need to be excavated to accommodate this work, Public Works staff determined that the watermain should be installed at the same time to replace inadequate and undersized facilities. Staff reached out to two contractors for quotes to complete this work. Only the contractor for Project 25-02 was able to complete the work this year.

Fiscal Impact of Change Order #1 for Project 25-02

- Street Management General Obligation Debt: $30,000.00
- Water Utility Fund: $70,000.00
- De Pere Historical Society (Developer): $50,000.00

Both the street management general obligation debt and water utility fund have sufficient funds to complete this work.

City Staff are currently finalizing the Public Infrastructure Improvement Agreement between the City and the Developer to cover the costs of this requested work.

Staff's recommendation is to approve the change order for Project 25-02 contingent on the approval of the Public Infrastructure Improvement Agreement by the City and the Developer.

Attachments:

2025 0327 CE_Project 25-02 Bid Tab (PDF)

2025 0407 CI_BOPW_Award_25-02 (PDF)

Project 25-02

Northeast Street Reconstruction and Utility Relay

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4	
				Kruczek Construction Inc.		Jossart Brothers, Inc.		Advance Construction Inc.		Dorner Inc.	
ITEM	**DESCRIPTION**	**UNIT**	**QTY**	**UNIT PRICE**	**AMOUNT BID**	**UNIT PRICE**	**AMOUNT BID**	**UNIT PRICE**	**AMOUNT BID**	**UNIT PRICE**	**AMOUNT BID**
SANITARY SEWER											
SS-01	Remove and Relay 8" PVC Sanitary Sewer (Granular Backfill)	LF	45	$127.00	$5,715.00	$173.00	$7,785.00	$171.50	$7,717.50	$161.00	$7,245.00
SS-02	Remove and Relay 8" PVC Sanitary Sewer (Natural Backfill)	LF	45	$72.50	$3,262.50	$110.00	$4,950.00	$237.00	$10,665.00	$87.00	$3,915.00
SS-03	Provide 8" PVC Sanitary Sewer (Granular Backfill)	LF	150	$101.25	$15,187.50	$175.00	$26,250.00	$159.00	$23,850.00	$129.00	$19,350.00
SS-04	Remove and Relay 6" or 4" PVC Sanitary Lateral	LF	250	$105.25	$26,312.50	$115.00	$28,750.00	$218.00	$54,500.00	$149.00	$37,250.00
SS-05	Provide 4" PVC Sanitary Lateral	LF	30	$88.50	$2,655.00	$115.00	$3,450.00	$145.00	$4,350.00	$137.00	$4,110.00
SS-06	Provide 8"x6" PVC Sanitary Sewer Wye	EA	2	$925.00	$1,850.00	$150.00	$300.00	$598.00	$1,196.00	$244.00	$488.00
SS-07	Provide 6" or 4" Saddle to Existing Sanitary Sewer	EA	2	$890.00	$1,780.00	$200.00	$400.00	$582.00	$1,164.00	$1,447.00	$2,894.00
SS-08	Provide 6" or 4" Watertight Connection to Sanitary Sewer Manhole for Lateral Relay	EA	4	$800.00	$3,200.00	$300.00	$1,200.00	$500.00	$2,000.00	$1,299.00	$5,196.00
SS-09	Pipe Burst Sanitary Sewer Lateral	LF	350	$10.00	$3,500.00	$10.50	$3,675.00	$10.00	$3,500.00	$10.80	$3,780.00
SS-10	Provide Pipe Burst Connections	EA	5	$4,900.00	$24,500.00	$4,950.00	$24,750.00	$4,800.00	$24,000.00	$5,166.00	$25,830.00
SS-11	Provide Extra Pipe Burst Excavation	EA	1	$510.00	$510.00	$525.00	$525.00	$500.00	$500.00	$538.00	$538.00
SS-12	Provide Additional Pipe Riser/Cleanout in Basement	LF	1	$200.00	$200.00	$210.00	$210.00	$200.00	$200.00	$215.00	$215.00
SS-13	Provide Pipe Burst Pre-Televising	EA	5	$153.00	$765.00	$165.00	$825.00	$150.00	$750.00	$161.00	$805.00
SS-14	Provide Pipe Burst Post Televising	EA	5	$153.00	$765.00	$165.00	$825.00	$150.00	$750.00	$161.00	$805.00
SS-15	Provide Sump Pump Basin	EA	1	$400.00	$400.00	$420.00	$420.00	$400.00	$400.00	$431.00	$431.00
SS-16	Provide Sanitary Sewer Lateral Tracer Wire Box	EA	6	$80.00	$480.00	$100.00	$600.00	$60.00	$360.00	$65.00	$390.00
SS-17	Provide 4' Diameter Sanitary Sewer Manhole (Granular Backfill)	VF	30	$550.00	$16,500.00	$580.00	$17,400.00	$640.00	$19,200.00	$828.00	$24,840.00
SS-18	Provide 4' Diameter Sanitary Sewer Manhole in Easement	LS	1	$8,000.00	$8,000.00	$8,000.00	$8,000.00	$7,954.00	$7,954.00	$8,107.00	$8,107.00
SS-19	Core Drill Sanitary Manhole	EA	1	$1,130.00	$1,130.00	$1,500.00	$1,500.00	$1,000.00	$1,000.00	$2,052.00	$2,052.00
SS-20	Connect to Existing Sanitary Sewer Main	EA	3	$900.00	$2,700.00	$1,000.00	$3,000.00	$590.00	$1,770.00	$2,906.00	$8,718.00
SS-21	Connect to Existing Sanitary PVC Lateral at Main	EA	6	$830.00	$4,980.00	$500.00	$3,000.00	$634.00	$3,804.00	$1,224.00	$7,344.00
SS-22	Dig Down Spot Repair Sanitary Sewer (15-Foot)	EA	1	$4,900.00	$4,900.00	$4,000.00	$4,000.00	$4,320.00	$4,320.00	$4,327.00	$4,327.00
SS-23	Poured In Place Bench	EA	1	$550.00	$550.00	$1,200.00	$1,200.00	$500.00	$500.00	$660.00	$660.00
SS-24	Dig Down and Verify Sanitary Sewer	EA	1	$600.00	$600.00	$750.00	$750.00	$750.00	$750.00	$1,453.00	$1,453.00
SS-25	Abandoned/Remove Sanitary Sewer and Appurtenances	LS	1	$7,200.00	$7,200.00	$1,500.00	$1,500.00	$2,000.00	$2,000.00	$2,671.00	$2,671.00
STORM SEWER											
ST-01	Remove and Replace 24" RCP (Class III), or PP Storm Sewer (Granular Backfill)	LF	30	$159.00	$4,770.00	$135.00	$4,050.00	$213.00	$6,390.00	$143.00	$4,290.00
ST-02	Remove and Replace 18" RCP (Class III), or PP Storm Sewer (Granular Backfill)	LF	200	$80.00	$16,000.00	$120.00	$24,000.00	$119.00	$23,800.00	$91.00	$18,200.00
ST-03	Remove and Replace 12" RCP (Class III), PP or PVC Storm Sewer (Granular Backfill)	LF	15	$138.00	$2,070.00	$76.00	$1,140.00	$240.00	$3,600.00	$134.00	$2,010.00
ST-04	Provide 12" RCP (Class III), PP or PVC Storm Sewer (Granular Backfill)	LF	950	$68.00	$64,600.00	$76.00	$72,200.00	$88.00	$83,600.00	$80.00	$76,000.00
ST-05	Provide 8" PVC Storm Sewer (Granular Backfill)	LF	770	$63.50	$48,895.00	$70.00	$53,900.00	$69.00	$53,130.00	$63.00	$48,510.00
ST-06	Provide 6" PVC Storm Sewer Lateral	LF	1050	$52.50	$55,125.00	$62.00	$65,100.00	$59.50	$62,475.00	$58.00	$60,900.00
ST-07	Provide 4" PVC Storm Sewer Lateral	LF	80	$51.75	$4,140.00	$60.00	$4,800.00	$56.50	$4,520.00	$57.00	$4,560.00
ST-08	Provide 24"x6" Storm Branch or Inserta Tee	EA	6	$300.00	$1,800.00	$300.00	$1,800.00	$277.00	$1,662.00	$664.00	$3,984.00
ST-09	Provide 15"x6" Storm Branch or Inserta Tee	EA	4	$300.00	$1,200.00	$300.00	$1,200.00	$277.00	$1,108.00	$584.00	$2,336.00
ST-10	Provide 12"x6" Storm Branch or Inserta Tee	EA	8	$300.00	$2,400.00	$300.00	$2,400.00	$277.00	$2,216.00	$584.00	$4,672.00
ST-11	Provide 8"x6" Storm Branch or Inserta Tee	EA	10	$115.00	$1,150.00	$150.00	$1,500.00	$108.00	$1,080.00	$237.00	$2,370.00
ST-12	Provide Storm Sewer Lateral Tracer Wire Box	EA	26	$80.00	$2,080.00	$100.00	$2,600.00	$55.00	$1,430.00	$65.00	$1,690.00
ST-13	Provide 60" Diameter Storm Manhole	VF	5	$920.00	$4,600.00	$1,290.00	$6,450.00	$1,283.00	$6,415.00	$1,393.00	$6,965.00

Project 25-02

Northeast Street Reconstruction and Utility Relay

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4	
				Kruczek Construction Inc.		Jossart Brothers, Inc.		Advance Construction Inc.		Dorner Inc.	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
ST-14	Provide 48" Diameter Storm Manhole	VF	70	$758.00	$53,060.00	$830.00	$58,100.00	$791.00	$55,370.00	$896.00	$62,720.00
ST-15	Remove and Replace 60" Storm Manhole	VF	7	$1,080.00	$7,560.00	$1,000.00	$7,000.00	$6,689.00	$46,823.00	$1,025.00	$7,175.00
ST-16	Remove and Replace Type A Catch Basin	EA	1	$3,460.00	$3,460.00	$3,500.00	$3,500.00	$3,162.00	$3,162.00	$3,742.00	$3,742.00
ST-17	Provide Type B Catch Basin	EA	10	$3,115.00	$31,150.00	$3,350.00	$33,500.00	$3,826.00	$38,260.00	$4,062.00	$40,620.00
ST-18	Provide Type B Inlet	EA	7	$3,450.00	$24,150.00	$3,350.00	$23,450.00	$3,326.00	$23,282.00	$3,889.00	$27,223.00
ST-19	Remove and Replace Type B Inlet	EA	1	$3,650.00	$3,650.00	$3,500.00	$3,500.00	$3,626.00	$3,626.00	$3,964.00	$3,964.00
ST-20	Connect to Existing Storm Sewer Pipe	EA	12	$1,000.00	$12,000.00	$1,000.00	$12,000.00	$532.00	$6,384.00	$1,498.00	$17,976.00
ST-21	Connect to Existing 6" Storm Sewer Lateral	EA	1	$250.00	$250.00	$250.00	$250.00	$134.00	$134.00	$386.00	$386.00
ST-22	Connect to Existing 4" Storm Sewer Lateral	EA	4	$225.00	$900.00	$250.00	$1,000.00	$63.00	$252.00	$341.00	$1,364.00
ST-23	Provide Concrete Collar	EA	2	$450.00	$900.00	$1,000.00	$2,000.00	$500.00	$1,000.00	$1,328.00	$2,656.00
ST-24	Abandon/Remove Existing Storm Sewer Appurtenances	LS	1	$7,900.00	$7,900.00	$6,800.00	$6,800.00	$5,000.00	$5,000.00	$13,168.00	$13,168.00
WATER MAIN											
W-01	Provide 8" PVC Water Main- Open Cut	LF	2000	$98.00	$196,000.00	$102.00	$204,000.00	$109.00	$218,000.00	$112.00	$224,000.00
W-02	Provide 6" PVC Water Main- Open Cut	LF	20	$195.00	$3,900.00	$100.00	$2,000.00	$200.00	$4,000.00	$181.00	$3,620.00
W-03	Provide 1" HDPE Water Service Open Cut	LF	1050	$98.00	$102,900.00	$84.00	$88,200.00	$116.00	$121,800.00	$94.00	$98,700.00
W-04	Provide 1" Corporation and Curb Stop	EA	36	$575.00	$20,700.00	$550.00	$19,800.00	$785.00	$28,260.00	$826.00	$29,736.00
W-05	Provide 2" Corporation with Plug/Saddle with 2" Galvanized Pipe	EA	3	$1,100.00	$3,300.00	$750.00	$2,250.00	$1,123.00	$3,369.00	$1,626.00	$4,878.00
W-06	Provide Valve Cover for Curb Stop in Concrete	EA	1	$100.00	$100.00	$100.00	$100.00	$155.00	$155.00	$140.00	$140.00
W-07	Provide 8" Gate Valve	EA	5	$2,925.00	$14,625.00	$2,950.00	$14,750.00	$2,605.00	$13,025.00	$3,075.00	$15,375.00
W-08	Provide 6" Gate Valve	EA	5	$2,030.00	$10,150.00	$2,050.00	$10,250.00	$1,818.00	$9,090.00	$2,178.00	$10,890.00
W-09	Provide Connection to Existing Water Main	EA	6	$1,500.00	$9,000.00	$2,500.00	$15,000.00	$2,500.00	$15,000.00	$3,473.00	$20,838.00
W-10	Provide Hydrant (7.5' Depth Bury)	EA	2	$6,700.00	$13,400.00	$6,000.00	$12,000.00	$6,161.00	$12,322.00	$7,236.00	$14,472.00
W-11	Provide Hydrant (7.0' Depth Bury)	EA	1	$6,600.00	$6,600.00	$5,950.00	$5,950.00	$6,061.00	$6,061.00	$7,126.00	$7,126.00
W-12	Provide 6" PVC Hydrant Lead	LF	35	$100.00	$3,500.00	$90.00	$3,150.00	$99.00	$3,465.00	$109.00	$3,815.00
W-13	Provide Water Main Offset	EA	1	$4,000.00	$4,000.00	$3,000.00	$3,000.00	$4,000.00	$4,000.00	$4,625.00	$4,625.00
W-14	Dig down and Verify Water Main	EA	1	$450.00	$450.00	$500.00	$500.00	$750.00	$750.00	$1,057.00	$1,057.00
W-15	Abandon/Remove Water Main and Appurtenances	LS	1	$20,000.00	$20,000.00	$15,000.00	$15,000.00	$4,000.00	$4,000.00	$10,130.00	$10,130.00
STREET AND DRAINAGE											
SD-01	Provide Clearing and Grubbing	In-DIA	45	$80.00	$3,600.00	$85.00	$3,825.00	$80.00	$3,600.00	$86.10	$3,874.50
SD-02	Provide Grubbing	In-DIA	30	$30.00	$900.00	$40.00	$1,200.00	$30.00	$900.00	$32.30	$969.00
SD-03	Unclassified Excavation (Randall, Oakdale, and Talbot Avenue)	CY	6500	$12.50	$81,250.00	$13.00	$84,500.00	$21.23	$137,995.00	$19.80	$128,700.00
SD-04	Unclassified Excavation (Alley)	CY	225	$29.75	$6,693.75	$30.60	$6,885.00	$46.00	$10,350.00	$43.00	$9,675.00
SD-05	Provide 1 1/4" Crushed Aggregate Base Course or Pulverized Asphalt	CY	4400	$27.00	$118,800.00	$27.30	$120,120.00	$29.80	$131,120.00	$29.80	$131,120.00
SD-06	Provide Asphaltic Concrete Pavement Type 4 LT 58-28 S, 1 3/4" Upper Layer (Randall, Oakdale, and Talbot Avenue)	TON	950	$77.00	$73,150.00	$79.16	$75,202.00	$73.50	$69,825.00	$82.70	$78,565.00
SD-07	Provide Asphaltic Concrete Pavement Type 3 LT 58-28 S, 2 1/4" Lower Layer (Randall, Oakdale, and Talbot Avenue)	TON	1200	$79.00	$94,800.00	$80.39	$96,468.00	$78.50	$94,200.00	$84.00	$100,800.00
SD-08	Provide Asphaltic Concrete Pavement Type 4 LT 58-28 S, 1 3/4" Upper Layer (Alley)	TON	50	$87.00	$4,350.00	$88.53	$4,426.50	$134.10	$6,705.00	$92.50	$4,625.00
SD-09	Provide Asphaltic Concrete Pavement Type 3 LT 58-28 S, 2 1/4" Lower Layer (Alley)	TON	60	$112.00	$6,720.00	$113.30	$6,798.00	$168.00	$10,080.00	$118.40	$7,104.00
SD-10	Provide Large Asphalt Patch	SY	20	$79.00	$1,580.00	$78.80	$1,576.00	$71.00	$1,420.00	$82.30	$1,646.00

Project 25-02

Northeast Street Reconstruction and Utility Relay

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4	
				Kruczek Construction Inc.		Jossart Brothers, Inc.		Advance Construction Inc.		Dorner Inc.	
ITEM	**DESCRIPTION**	**UNIT**	**QTY**	**UNIT PRICE**	**AMOUNT BID**	**UNIT PRICE**	**AMOUNT BID**	**UNIT PRICE**	**AMOUNT BID**	**UNIT PRICE**	**AMOUNT BID**
SD-11	Provide Small Asphalt Patch	SY	10	$78.00	$780.00	$78.80	$788.00	$81.00	$810.00	$82.30	$823.00
SD-12	Remove and Replace 24" Concrete Curb and Gutter (Slip Form)	LF	5465	$17.15	$93,724.75	$16.90	$92,358.50	$19.37	$105,857.05	$20.90	$114,218.50
SD-13	Remove and Replace 24" Concrete Curb and Gutter (Hand Excavate and Form at Trees)	LF	200	$37.00	$7,400.00	$44.00	$8,800.00	$40.00	$8,000.00	$49.30	$9,860.00
SD-14	Remove and Replace 24" Concrete Curb and Gutter	LF	225	$39.50	$8,887.50	$44.00	$9,900.00	$40.00	$9,000.00	$53.00	$11,925.00
SD-15	Remove and Replace 8" Concrete Pavement with Integral Curb	SY	240	$94.35	$22,644.00	$107.00	$25,680.00	$102.00	$24,480.00	$114.90	$27,576.00
SD-16	Remove and Replace 8" Concrete Sidewalk, Ramp, and Driveway	SY	70	$101.25	$7,087.50	$102.30	$7,161.00	$106.00	$7,420.00	$138.30	$9,681.00
SD-17	Remove and Replace 6" Concrete Sidewalk, Ramp, and Driveway	SY	480	$61.50	$29,520.00	$63.00	$30,240.00	$70.47	$33,825.60	$91.80	$44,064.00
SD-18	Remove and Replace 4" Concrete Sidewalk	SY	750	$57.50	$43,125.00	$59.00	$44,250.00	$66.55	$49,912.50	$79.60	$59,700.00
SD-19	Provide #4 Reinforcement Bars for Curb and Sidewalk	LF	2600	$1.50	$3,900.00	$1.55	$4,030.00	$1.50	$3,900.00	$1.60	$4,160.00
SD-20	Drilled Tie Bars (Existing Sidewalk, Driveway, and Curb and Gutter)	EA	280	$4.00	$1,120.00	$4.15	$1,162.00	$4.00	$1,120.00	$4.00	$1,120.00
SD-21	Drilled Dowel Bars	EA	100	$14.25	$1,425.00	$14.50	$1,450.00	$14.00	$1,400.00	$15.00	$1,500.00
SD-22	Drilled Tie Bars (Concrete Pavement)	EA	35	$9.00	$315.00	$9.30	$325.50	$9.00	$315.00	$10.00	$350.00
SD-23	Provide Detectable Warning Field (Natural)	EA	25	$300.00	$7,500.00	$310.00	$7,750.00	$300.00	$7,500.00	$323.00	$8,075.00
SD-24	Landscaping Topsoil, Seed, Fertilizer and Mulch	SY	3100	$8.00	$24,800.00	$9.25	$28,675.00	$7.95	$24,645.00	$10.20	$31,620.00
SPECIAL CONSTRUCTION											
SC-01	Pipe Foundation Stabilization	CY	20	$1.00	$20.00	$25.00	$500.00	$30.00	$600.00	$29.00	$580.00
SC-02	Inlet Protection Type D	EA	26	$100.00	$2,600.00	$90.00	$2,340.00	$85.00	$2,210.00	$113.00	$2,938.00
SC-03	Erosion Control Revegetation Mat	SY	40	$2.55	$102.00	$3.50	$140.00	$3.00	$120.00	$16.00	$640.00
SC-04	Adjust Inlet Less Than 1-Foot	EA	2	$700.00	$1,400.00	$700.00	$1,400.00	$700.00	$1,400.00	$542.00	$1,084.00
SC-05	Adjust Manhole	EA	5	$650.00	$3,250.00	$600.00	$3,000.00	$700.00	$3,500.00	$542.00	$2,710.00
SC-06	Adjust Manhole New Casting	EA	4	$1,300.00	$5,200.00	$1,200.00	$4,800.00	$1,221.00	$4,884.00	$1,143.00	$4,572.00
SC-07	Adjust Manhole Plus 1 Foot	EA	1	$793.00	$793.00	$2,000.00	$2,000.00	$1,000.00	$1,000.00	$1,214.00	$1,214.00
SC-08	Polystyrene Insulation Board	LF	50	$20.00	$1,000.00	$8.00	$400.00	$10.00	$500.00	$8.00	$400.00
SC-09	Traffic Control Alley	LS	1	$500.00	$500.00	$1,000.00	$1,000.00	$3,355.00	$3,355.00	$920.00	$920.00
SC-10	Traffic Control Randall, Oakdale, and Talbot Avenue	LS	1	$2,550.00	$2,550.00	$4,000.00	$4,000.00	$13,550.00	$13,550.00	$3,821.00	$3,821.00
SC-11	Traffic Control Ridgeway Boulevard	LS	1	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$3,550.00	$3,550.00	$3,821.00	$3,821.00
			TOTAL AMOUNT BID:		**$1,565,565.00**		**$1,620,605.50**		**$1,834,265.65**		**$1,854,748.00**

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: April 7, 2025

RE: **Consideration and possible action on award of Contract 25-02 Northeast Street Reconstruction and Utility Relay***

The Engineering Department received bids on Project 25-02 Northeast Street Reconstruction and Utility Relay on March 27, 2025. This project involves the utility relay and road reconstruction of the following streets:

- Randall Avenue from N. Broadway Street to Glenwood Avenue.
- Oakdale Avenue from Ridgeway Boulevard to the northern terminus.
- Talbot Avenue from Ridgeway Boulevard to Glenwood Avenue.
- Alley reconstruction from Charles Street to George Street between S. Ontario Street and S. Winnebago Street.

The bids received were as follows:

Contractor	Base Bid
Kruczek Construction, Inc.	$1,565,565.00
Jossart Brothers, Inc.	$1,620,605.50
Advance Construction, Inc.	$1,834,265.65
Dorner, Inc.	$1,854,748.00

The allocated amount from the capital improvement budget is $2,016,000 as follows:

- Street Management General Obligation Debt: $1,016,000
- Sanitary Utility Fund: $150,000
- Water Utility Fund: $450,000
- Storm Water Utility Fund: $400,000

Staff's recommendation is to accept the bid from Kruczek Construction, Inc. in the amount of $1,565,565.00.

Attachments:
2025 0327 CE Project 25-02 Bid Tabulation (PDF)

City of De Pere, Wisconsin

I.11

Request for Common Council Action

MEETING DATE:	October 21, 2025
DEPARTMENT:	Fire
FROM:	Lea Taylor, Executive Assistant
SUBJECT:	Recommendation from Finance & Personnel Committee to approve the Side Letter of Agreement with the De Pere Professional Fire Firefighters Association IAFF Local 141 regarding overtime incentives.
RECOMMENDED ACTION:	Staff recommends approval.

Unanimously approved

ATTACHMENTS:
Overtime Incentive Agreement- Memo 10-14-2025, Overtime Incentive-Signed

Memo

To: Honorable Mayor James Boyd

Members of the Finance & Personnel Committee

From: Fire Chief Brett Jansen

Date: October 14, 2025

Re: Overtime Incentive Amendments

The De Pere Fire Rescue Department is seeking approval of proposed amendments to the Fire Department's overtime program procedures for represented employees. These updates are designed to incentivize voluntary participation, improve scheduling efficiency, and standardize the overtime process in accordance with the current Collective Bargaining Agreement (CBA).

Overtime staffing is a critical component in maintaining safe, effective, and uninterrupted operations within the Fire Department. Ensuring that all shifts are adequately staffed supports not only emergency response capabilities, but also essential functions such as training, fire prevention, and other assigned responsibilities.

Currently, overtime vacancies are filled through a combination of voluntary sign-ups and mandatory "Order-In" procedures as governed by the CBA. While effective, the existing process can place a burden on certain employees and creates inefficiencies when voluntary participation is inconsistent.

The amendments will encourage the bottom twelve employees to voluntarily accept overtime shifts, reducing the need for mandatory "Order-in". It will also ensure equitable rotation through the "Order-in" list amongst these bottom twelve employees.

We respectfully request for approval of the proposed amendments in the attached side agreement, that have been agreed upon by the city's leadership and the De Pere Professional Firefighters Union.

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

SIDE LETTER OF AGREEMENT BETWEEN
THE CITY OF DE PERE AND
THE DE PERE PROFESSIONAL FIREFIGHTER'S ASSOCIATION
IAFF LOCAL 141
REGARDING
OVERTIME INCENTIVES

This Side Letter of Agreement ("Agreement") is made and entered into this ___ day of _____, 2025 by and between the City of De Pere ("City") and the De Pere Professional Firefighters Association IAFF Local #141 ("Bargaining Unit"), collectively referred to as the "Parties".

WHEREAS the Parties are the contracting entities to a Collective Bargaining Agreement (CBA) between them covering the years 2024 through and including 2026; and

WHEREAS the Parties desire to revise CBA Article 9 to provide for language to expand and further define the procedure for voluntary overtime selection to incentivize the overtime program; and

WHEREAS the Parties have agreed that the provisions of this Agreement shall supersede the applicable sections of Article 9 Overtime, section Voluntary Posted Overtime Selection of the CBA as set forth and agreed to herein.

NOW THEREFORE, it is hereby agreed as follows:

1) The following language shall be added to follow the first paragraph of section Voluntary Posted Overtime Selection to amend Article 9 Overtime of the CBA:

   " To incentivize participation in the overtime program, when a member voluntarily accepts an overtime vacancy, and is among the twelve (12) individuals on the "Order-In" list, that voluntary acceptance shall count as an "Occurrence" on the Order-In list. That member will then rotate to the bottom of the Order-In list. An Occurrence is defined as an overtime shift described in section A. of this Article 9. If a member voluntarily accepts two (2) vacancies within the same twenty-four (24) hour shift, each such voluntarily accepted vacancy shall be counted as a separate Occurrence.

   Members may replace any member who accepted overtime through the Voluntary Posted Overtime Selection, provided that the replacement meets the minimum medical certification criteria in effect at that time. Any member who replaces another in an overtime assignment shall be compensated with wages and benefits as provided in this CBA."

2) This Agreement shall not establish precedent or practice and shall not be used in any grievance, arbitration, or bargaining context beyond enforcement of its specific terms.

3) This Agreement shall be effective upon ratification by the Bargaining Unit and approval by the City's Common Council and shall remain in effect until modified or rescinded by mutual written agreement of the Parties.

Dated this _____ day of _____, 2025

DE PERE PROFESSIONAL FIREFIGHTERS ASSOCIATION

Ryan Hintz, President

Michael Linssen, Executive Board Member

CITY OF DE PERE

Kimberly Flom, City Manager

Carey E. Danen

City of De Pere, Wisconsin

I.12

Request for Common Council Action

MEETING DATE:	October 21, 2025
DEPARTMENT:	Fire
FROM:	Lea Taylor, Executive Assistant
SUBJECT:	Recommendation from the Finance & Personnel Committee to approve Side Letter of Agreement with De Pere Professional Firefighters Association IAFF Local 141 regarding Paramedic Reimbursement Program.
RECOMMENDED ACTION:	Recommended Approval of the Paramedic Reimbursement Program.

Unanimously approved.

ATTACHMENTS:
Paramedic Reimbursement Program Memo, Paramedic Reimbursement-Signed

Memo

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

From: Brett Jansen, Fire Chief
Shannon Metzler, Human Resources Director

Date: August 12, 2025

Re: Approval of the Paramedic Reimbursement Program

De Pere Fire Rescue is committed to providing the highest level of fire and emergency medical service (EMS) to our community. A critical component of delivering this service is employing qualified, dedicated personnel through training and education. The fire service industry is currently experiencing a decline in the number of certified paramedic applicants, and we have been seeing the same result.

Students that come out of the fire training program have an emergency medical technician (EMT) basic certification. These students then put themselves through a paramedic program or get hired onto a department that sends them through the paramedic program. We have seen a trend of fewer qualified paramedics applying due either to being hired as an EMT or not having the ability to send themselves through paramedic school. Because of this situation, we are seeing other local departments decrease their EMS requirements from paramedic to EMT to attract more qualified candidates. These departments are then sending the EMT employee to paramedic school or offering to reimburse the tuition for the program upon completion. We are recommending we follow the same style reimbursement program to stay completive in the job market.

Upon successful completion of the paramedic program, the City may reimburse the employee for tuition and textbooks, equipment expenses which may be around $10,000.00. In return, the employee would sign a conditional offer of employment outlining program completion requirements and a repayment agreement if the employee resigns or is terminated within three years of reimbursement.

When an EMT is sent to paramedic school and paramedic training occurs during a duty shift, the members would be released from duty for the duration of the scheduled class hours and for commuting to and from the class, if it is not held in the City of De Pere. The release from duty will not reduce the member's pay. If the release to training caused a vacancy due to predetermined

approved time off from other members on shift, the department will supplement the staffing with overtime staff per the Collective Bargaining Agreement (CBA), when needed.

The Paramedic class runs from fall to spring, Monday through Friday, in which the student will average about 30 hours a week total. The employee would only be attending school while on shift approximately 15 hours per week and then attending school off duty the remainder of the week. When the employee attends class on their assigned shift day, they would return to shift once the class session is over.

When members who are not on their assigned duty day, and attending the paramedic program, the employee would not be compensated for their time at class unless the member had prior approval from the Fire Chief.

De Pere Fire Rescue has received an EMS Funding Assistance Program (FAP) Grant from the Wisconsin Department of Health Services to help provide training and equipment to departments providing EMS. These funds will roll over each year but are not always guaranteed. We would request that funds from the FAP be used to reimburse new hire paramedic program tuition and books when the FAP funding is available. De Pere Fire Rescue would have the availability to reimburse the paramedic program cost for three to four new hires. Once the FAP funds are used up, De Pere Fire Rescue will assess and budget for future paramedic training reimbursement if needed.

The fire employee's union is in support of the recruitment and reimbursement program and the agreed upon contract language is in the attached Side Letter Agreement.

As part of the reimbursement program, the employee will enter into a reimbursement agreement with the City, which will govern the terms of the reimbursement, the amounts, required repayment upon early resignation/termination, and other relevant terms and conditions of the reimbursement program to align with the language of the Collective Bargaining Agreement. This agreement will be prepared and approved as to form by the City Attorney.

This approach will help ensure the continued reliability and effectiveness of our department while responding proactively to the challenges currently facing the fire service industry.

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

SIDE LETTER OF AGREEMENT BETWEEN
THE CITY OF DE PERE AND
THE DE PERE PROFESSIONAL FIREFIGHTER'S ASSOCIATION
IAFF LOCAL 141
REGARDING
PARAMEDIC REIMBURSEMENT PROGRAM

This Side Letter of Agreement ("Agreement") is made and entered into this ___ day of _____, 2025 by and between the City of De Pere ("City") and the De Pere Professional Firefighters Association IAFF Local #141 ("Bargaining Unit"), collectively referred to as the "Parties".

WHEREAS the Parties are the contracting entities to a Collective Bargaining Agreement (CBA) between them covering the years 2024 through and including 2026; and

WHEREAS the Parties desire to revise CBA Articles 5, 7, 12 and 9 to provide for language to expand and further define reimbursement policies and rules for paramedic training and reimbursement for costs thereof; and

WHEREAS the Parties have agreed that the provisions of this Agreement shall supersede the applicable sections of Article 5 Probationary Period, Article 7 Employment and Promotion, Article 12 Salaries, section Initial Paramedic Training, and Article 9 Overtime, section Order-In Procedure subsection Known Overtime and subsection Immediate Overtime of the CBA as set forth and agreed to herein.

NOW THEREFORE, it is hereby agreed as follows:

1) The following language shall be added immediately following the first sentence of the paragraph to amend Article 5 Probationary Period of the CBA:

   "In the event such newly hired probationary employee is, at the time of probationary hire, enrolled in a paramedic program, the probation period will begin upon hiring but will be extended for an additional period concluding one (1) year following the successful completion of the National Registry certification. Said probationary period shall not exceed two (2) years."

2) The following language shall be added to the end of the paragraph of Article 7 Employment and Promotion of the CBA:

   "All employees hired after September 1, 2025, who hold an Emergency Medical Technician Basic (EMT-B) license, or are a current employee of the Department holding a current EMT-B license, will be required to maintain a paramedic certification through the duration of their employment, if such paramedic certification was obtained through the paramedic reimbursement program as defined in this Agreement."

3) The entire section titled Initial Paramedic Training shall be deleted in Article 12 Salaries of the CBA and replaced with the following:

"Initial Paramedic Training and Paramedic Reimbursement Program

Members who successfully complete initial paramedic certification requirements during their employment with the Department shall be reimbursed by the Department upon application by the member, for actual tuition costs and book expenses incurred, with such total reimbursement amount to not exceed the actual cost of the applicable paramedic certification program. To qualify for reimbursement the member shall enter into a reimbursement agreement with the Department and the City of De Pere, which will contain terms substantially similar to the provisions set forth in this section. Reimbursement will be contingent on the members successful completion of training and submission of certain required proof of tuition costs and expenses as determined by the department, which include but are not limited to receipts for tuition, books, clothing and/or equipment required for the paramedic certification program.

In further, members who receive reimbursement pursuant to this section shall be required to remain employed with the Department for a period of no less than three (3) years following the date of the reimbursement, ("Retention Period"). If the member resigns or is otherwise terminated prior to the end of the Retention Period, the employee shall be required to repay to the Department the total reimbursement amount on a prorated basis as follows:

(i) If the member resigns or is terminated within the first year, they shall be required to repay 100% of the reimbursement amount.

(ii) If the member resigns or is terminated within the second year, they shall be required to repay 66% of the reimbursement amount.

(iii) If the member leaves or is terminated within the third year, they shall be required to repay 33% of the reimbursement amount.

The Department, may at its sole discretion, waive the repayment requirement under extenuating circumstances, including but not limited to layoff, injury or other situations approved by the Fire Chief.

Due to variables with budget funding and availability of grant funds, members who are enrolled in the paramedic reimbursement program may, at the sole discretion of the Fire Chief, receive compensation for time spent off-duty completing requirements for the program. Receiving no compensation for non-schedule workday hours shall not be precedent setting and specific only to members who are in the paramedic reimbursement program.

No more than three (3) members may be allowed to be enrolled in the Initial Paramedic Training and Paramedic Reimbursement Program at any given time. This will allow the Department to have up to one (1) member assigned per shift and will provide for shift equality"

4) The entire section titled Order In Procedure a. Known Overtime in Article 9 Overtime of the CBA and replaced with the following:

"a. Known Overtime

i. In the event that no full-time employees sign up for a vacancy; Order-In overtime will be rotational with the bottom twelve (12) members in department seniority of the bargaining unit.
ii. Ordered-in overtime shall start with the most junior twelve (12) members and be determined by the least amount of ordered in overtime occurrences which will be tracked in the departments designated software program. An occurrence is defined as a single overtime event, regardless of the hours, up to a 12-hour block.
iii. A member shall only be ordered for a 12-hour block of overtime per occurrence.
iv. In any case stated in section 8 of this article, the member with the least amount of ordered in overtime occurrences will have their choice of the 1900-0700 12-hour block or the 0700-1900 12-hour block.
v. Rotational ordered-in members will be allowed to decline an ordered-in two times in a calendar year. This decline will be known as a "mulligan." Only one "mulligan" shall be used per vacancy occurrence. If all members utilize a "mulligan" the first member on the list shall be ordered in.
vi. Members who are currently under an agreement with the City for paramedic training and reimbursement as provided under the provisions set forth in Article 12 of the CBA, and are up in the rotation for Order-In overtime, shall be passed for the vacant slot in the event that the 12- hour block timeframe conflicts with their required paramedic training schedule (for example: classroom instruction, clinical, SIM lab). When said member is passed for the Order-In, their position on the Order-In list shall not be affected.
vii. In order to maintain the proper order of the rotational process, when possible, members will be notified of ordered in shifts in person, by phone, or voicemail then confirmed on that member's next duty day. Ordered in overtime hours will not be counted in the Overtime Call-In List's accumulated time."

5) The entire section titled Order In Procedure b. Immediate Overtime in Article 9 Overtime of the CBA and replaced with the following:

"b. Immediate Overtime

i. In the event of an immediate vacancy, the most junior member(s) by department seniority will be ordered in.
ii. In the event of an immediate vacancy that there is only one of the twelve (12) junior members on shift at the time of the immediate vacancy, the next most junior person on the off-coming shift will be ordered for one (1) of the 12-hour blocks. Of these two members, the member with the least amount of ordered in occurrences will have their choice of the 1900-0700 12-hour block or the 0700-1900 12-hour block. Ordered in overtime hours will not be counted in the Overtime Call-In List's accumulated time.
iii. Rotational ordered-in members will be allowed to decline an ordered-in two times in a calendar year. This decline will be known as a "mulligan." Only one "mulligan" shall be used per vacancy occurrence. If all members utilize a "mulligan" the first member on the list shall be ordered in.
iv. Members who are currently under an agreement with the City for paramedic training and reimbursement as provided under the provisions set forth in Article 12 of the CBA, and are up in the rotation for Order-In overtime, shall be passed for the vacant slot in the event that the 12- hour block timeframe conflicts with their required paramedic training schedule (for example: classroom instruction, clinical, SIM lab). When said member is passed for the Order-In, their position on the Order-In list shall not be affected.
v. In the event that the Order-In Procedure above is followed to its full extent and no members are able to be contacted, the City may utilize other non-union department members to fill the vacancy at the discretion of the Fire Chief or his/her designee."

6) This Agreement shall not establish precedent or practice and shall not be used in any grievance, arbitration, or bargaining context beyond enforcement of its specific terms.

7) This Agreement shall be effective upon ratification by the Bargaining Unit and approval by the City's Common Council and shall remain in effect until modified or rescinded by mutual written agreement of the Parties.

SIGNATURES TO FOLLOW

Dated this _____ day of _____, 2025

DE PERE PROFESSIONAL
FIREFIGHTERS ASSOCIATION

Ryan Hintz, President

Michael Linssen, Executive Board Member

CITY OF DE PERE

Kimberly Flom, City Manager

Carey E. Danen, City Clerk

City of De Pere, Wisconsin

I.13

Request for Common Council Action

MEETING DATE:	October 21, 2025
DEPARTMENT:	Human Resources
FROM:	Shannon Metzler, Human Resources Director
SUBJECT:	Recommendation from Finance/Personnel Committee to approve 2026 benefit renewal & plan design changes.
RECOMMENDED ACTION:	Motion to approve

The Finance/Personnel Committee voted unanimously at its October 14, 2025, meeting to recommend approval of the 2026 Benefit Renewal & Plan Design Changes.

ATTACHMENTS:
2026 Renewal Memo - City of De Pere - Final II, City of De Pere Health and Wellness Center Agreement, City of De Pere PRx Vendor Election Form 1-1-26 v1, City of De Pere_Garner Health Technology Inc._Master Service Agreements, gpa_ac_terms

CITY OF DE PERE
MEMO

To: Members of the Finance/Personnel Committee
From: Shannon Metzler, Human Resources Director
Date: October 14, 2025

RE: Recommendation and Possible Action to Approve 2026 Benefit Renewal & Plan Design Changes

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We continue to monitor the benefit plans provided to the employees to maintain high value, financially stable design and costs. After multiple years of reducing our health plan surplus, we are now in a position in which we must ensure that our budget matches our expected health plan costs. As in previous years, below showcases the status of the health plan as well as our recommendations for the 2026 plan year.

HEALTH PLAN PERFORMANCE

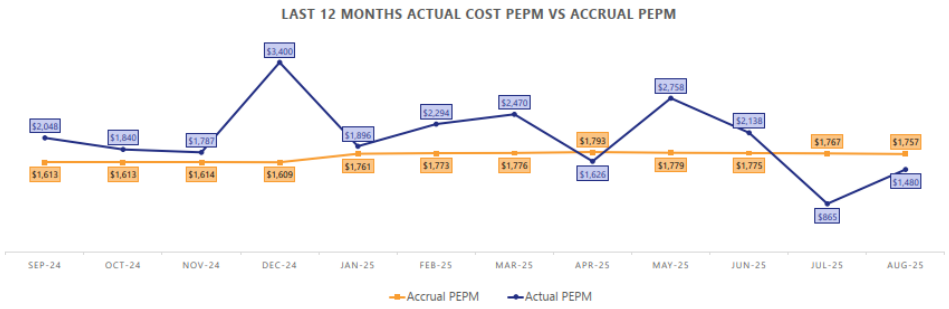
Current Plan Year: January 2025 – December 2025 | **Claims Paid Through:** August 2025

Plan Year to Date Funding Ratio	
109.1%	
Prior Month YTD	112.8%
Prior Year YTD	125.1%

Plan Year to Date Funding Difference	
-$170,115	
Prior Month YTD	-$208,263
Prior Year YTD	-$429,258

Cost Per Employee Per Year	
$23,202	
M3 Benchmark	$16,011
Prior Year YTD	$24,485

Total Plan Cost	
$2,039,876	
PEPM	$1,933.53



Net Medical Claims	
$1,099,457	
PEPM	$1,042.14

Prescription Drug Costs	
$439,884	
PEPM	$416.95

Fixed Costs	
$500,536	
PEPM	$474.44

MEDICAL PLAN RECOMMENDATIONS

2026 RENEWAL RATES

We are recommending moving forward with a 10.0% increase for the 2026 plan year. This increase is based on increased medical claims costs for the City.

MEDICAL PLAN	CURRENT	RENEWAL
Single:	$729.63	$802.59
EE+1:	$1,358.01	$1,493.81
Family:	$2,227.35	$2,450.09

MEDICAL PLAN DESIGN

In an effort to align our budget with expected health plan costs without implementing an unreasonable premium increase, we worked with M3 to identify cost-saving measures that preserve the value of our benefits. After reviewing several options, our recommendation is to implement Garner, a health benefit program that guides employees toward high-quality, cost-efficient medical providers. Garner evaluates providers using independent quality and cost data, then offers employees a financial incentive to choose those with the best outcomes.

Under this program, our plan deductibles and out-of-pocket maximums would be adjusted upward, but employees who use Garner-approved providers would be reimbursed to levels lower than our current plan. Members could pay $500 less in deductible than they are currently paying! This approach helps control costs for the City while ensuring employees receive high-quality care.

We are proposing the following deductible and out-of-pocket maximum changes, along with the new Garner reimbursement benefit.

Implementing Garner and increasing our deductible and out of pocket maximum will result in approximately 20% savings to the health plan while ensuring that our health plan remains valuable and stable.

In-Network Deductibles and Out-of-Pocket Maximums:

	CURRENT DEDUCTIBLE	RENEWAL DEDUCTIBLE	GARNER REIMBURSEMENT
Single	$2,000	$5,000	$3,500
Employee + One	$4,000	$10,000	$7,000
Family	$4,000	$10,000	$7,000

	CURRENT OUT-OF-POCKET MAXIMUM	RENEWAL OUT-OF-POCKET MAXIMUM
Single	$4,000	$7,000
Employee + One	$7,000	$12,000
Family	$8,000	$14,000

Out-of-network deductible is $2,000 - $4,000 more than the in-network deductible.

Out-of-network out-of-pocket maximum is $3,000 - $6,000 more than the in-network out-of-pocket maximum.

In addition, to ensure that members are responsible for an appropriate portion of their specialty office visits, we are recommending that deductible & coinsurance applies to these benefits, rather than a $40 copay.

Lastly, to steer our members to the most efficient and cost-effective place of treatment, we recommend enhancing the benefit applied for Ambulatory Surgical Center visits to have no cost once the member's deductible has been met.

STOP LOSS INSURANCE CARRIER CHANGE

Each year the City purchases stop loss insurance to protect our health plan from high-cost claimants. We solicit proposals from several different carriers to ensure we have the most economically feasible option built into our plan. Our current carrier, Sun Life, proposed a 14.8% increase to the 2025 rates. We marketed these plans to five additional stop loss carriers. The best financial offer is to remain with Sun Life.

PREVEA PARTNERED HEALTH

Prevea Health is retiring the Prevea Partnered Health benefit with a last appointment date of December 31, 2025. Prevea Health is retiring this benefit for all employers, and the City does not have control over this decision. Prevea Partnered Health is the current direct contract between the City and Prevea Health, allowing Primary Care, Urgent Care, and Physical Therapy visits to be billed a discounted rate, currently allowing the City to offer these visits at no cost to employees. Prevea Health remains in-network and visits that occur at Prevea Health clinics will process via our standard medical coverage.

Prevea Health is introducing a new benefit, Employer Focused Care. With this benefit, employees will be able to utilize one location in Green Bay and one location in Appleton for nearsite care at no cost. These locations will be dedicated entirely to the employers that Prevea partners with, rather than being open to the public. The new Employer Focused Health Centers will have rates that cost less per minute than the current Prevea Partnered Health arrangements.

There are no changes to the current Bellin Nearsite program.

PHARMACY PLAN RECOMMENDATIONS

WEIGHT LOSS MEDICATIONS

Pharmacy costs continue to rise across the country at a very rapid rate and the City has felt this impact on our plan's expenses as well. Our goal is to provide our employees and covered family members with the best possible coverage and customer service while also working to control costs. We have recently conducted a comprehensive evaluation of the pharmacy program and are recommending that the City no longer covers medications for the sole purpose of weight loss. National Cooperative Rx would notify any impacted members directly, as well as provide alternative weight management programs available through the City's insurance and direct to consumer prescription options.

Removing coverage for medications for the sole purpose of weight loss would result in approximately 12% savings to our pharmacy spend, or 3% savings to our total health plan spend while ensuring that our health plan remains valuable and stable.

PRUDENTRX
The PrudentRx program, offered through our current pharmacy benefit manager CVS Caremark/National Cooperative Rx, is designed to address the rising costs of specialty medications while enhancing value for both the City and its employees.

This program allows employees who use eligible specialty medications to receive their prescriptions at no cost, provided they enroll in PrudentRx. Currently, these employees pay a 20% coinsurance (capped at $350 per prescription), which can result in substantial annual out-of-pocket expenses. By participating in PrudentRx, these costs are eliminated. Additionally, the program enables the City to access manufacturer rebates, helping to offset the overall cost of specialty drugs.

Enrollment is highly incentivized for employees using specialty medications. The enrollment process is simple and takes only a few minutes, with PrudentRx proactively contacting eligible members via phone and mail. Those who do not enroll would be subject to a 30% fee.

We are recommending that the City implements the PrudentRx program through CVS Caremark/National Cooperative Rx as it would generate approximately 11.1% savings for eligible medications based on our current utilization, while continuing to ensure employees maintain low-cost access to critical medications.

DENTAL PLAN RECOMMENDATIONS

2026 RENEWAL RATES
Based on the plan performance, we are recommending a 5.0% increase to our Delta Dental self-funded plan with a plan enhancement. The CarePlus (Dental Associates) rates, which is a fully-insured plan, will not have an increase for 2026.

DENTAL PLAN – DELTA DENTAL	CURRENT	RENEWAL
Single:	$44.91	$47.16
Family:	$136.51	$143.34

DENTAL PLAN – CARE PLUS	CURRENT	RENEWAL
Single:	$37.43	$37.43
Family:	$106.81	$106.81

Delta Dental – Porcelain Crowns on Rear Teeth
To ensure our plan aligns with modern dental care, we'd like to allow the full available benefit to porcelain crowns on rear teeth, whereas previously this benefit was paid on a metal crown.

Delta Dental – Special Health Care Needs Benefit
The Special Health Care Needs Benefit is a new benefit available through Delta Dental. This program allows those with intellectual or developmental disabilities to have access to additional services such as more frequent cleanings and exams, consultations, extended chair time, and anesthesia as necessary. Delta Dental estimates that there will not be any impact to claims on the plan to add this benefit.

WELLNESS

In 2012, City Council approved a 25% discount for City employees and their immediate family members for movement-based classes offered through the Community Center.

To enhance the overall value of the employee benefit program, promote greater use of City facilities by employees and their families, and encourage community engagement we are recommending expanding the employee discount. By broadening the discount's scope, we can better support employee wellness and connection to our parks and recreation services. Effective January 1, 2026, we are proposing to expand the discount program to also include:

- Season Pool Passes
- Community Center Room Rentals
- Park Shelter Rentals (excluding Nelson Pavillion)

We anticipate this will have minimal impact on the budget as it appears in the prior year there were 6 season pool passes, 1 Community Center room rental and no shelter rentals made by employees or their spouses.

To ensure compliance with IRS regulations and avoid the need to tax employees on this benefit, we recommend adjusting the discount rate from 25% to 20%. This modification will align the program with applicable guidelines while still providing a meaningful benefit to employees and their families. Approval of the discounted rate recommendation is contingent upon Board of Park Commissioners approval on October 16, 2025.

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

CENTER FOR HEALTH AND WELLNESS HEALTHCARE SERVICES AGREEMENT
(Near-site at Prevea's Cormier or Fox Commons Location)

This **CENTER FOR HEALTH AND WELLNESS HEALTHCARE SERVICES AGREEMENT** ("**Agreement**") is entered into by and between **ST. VINCENT HOSPITAL D/B/A PREVEA HEALTH**, a Wisconsin not-for-profit, non-stock corporation ("**Prevea**") and **CITY OF DE PERE** ("**Company**"). Prevea and Company are hereinafter referred to individually as a "**Party**" and together as the "**Parties**". This Agreement shall be effective as of the date the last of the Parties executes this Agreement ("**Effective Date**").

RECITALS

A. Prevea is an integrated healthcare services delivery system that provides a wide range of healthcare related services, including wellness programs.

B. Company desires for Prevea to provide, and Prevea agrees to provide, certain Services (defined below) to Eligible Individuals (defined below) of Company, subject to the terms and conditions set forth in this Agreement.

IN CONSIDERATION of the above Recitals and the mutual covenants contained in this Agreement, the Parties agree as follows:

1. SERVICES

1.1. Services. Company hereby engages Prevea to provide to Eligible Individuals the health and wellness services within the scope of its capability, consistent with accepted standards of care, specifically limited to and identified on Schedule A, and defined on Appendix 1 to Schedule A, attached to and incorporated as a part of this Agreement (collectively, the "**Services**" or individually, an "**Individual Service**"), on the terms and conditions set forth in this Agreement. The term "**Eligible Individuals**" shall mean the category of individuals as selected on Schedule A. Services are subject to any limitations set forth in this Agreement, Schedule A, and Prevea's policies and procedures for the provision of Services, including, as example only, patient/guardian consent and Prevea's standard policies and procedures on terminating patient access to Services.

1.2. Non-Exclusivity. Company acknowledges and agrees that the space/facility/ Personnel (defined below), equipment, supplies and other materials provided by Prevea to render Services are not exclusively dedicated to Company or to Company's Eligible Individuals, although the Services are rendered in space not available to the general public. The availability of Prevea to render Services to Eligible Individuals is subject to availability of appointments during the Facility's (defined in Schedule A) normal hours of operation.

1.3. Prevea Policies and Procedures. Company acknowledges that each Eligible Individual's access to Services is subject to Prevea's standard policies and procedures applicable to all Prevea patients, including, but not limited to, Prevea's policies and procedures for terminating a patient's care with Prevea

2. PERSONNEL, SPACE, AND EQUIPMENT

2.1. Personnel. Prevea will obtain and supervise the personnel that Prevea uses to carry out Prevea's responsibilities under this Agreement (the "**Personnel**").

(a) Prevea shall make available Personnel to provide the Services to the Eligible Individuals in accordance with the schedule and at the locations set forth on Schedule A. All Personnel shall be either employees or independent contractors (directly or indirectly) of Prevea.

(b) Prevea shall ensure that each of the Personnel performing the Services possesses the following qualifications (collectively, the "**Qualifications**") at all times during the term of this Agreement: (i) the education, skills training and experience necessary to perform the Services that each such individual is expected to perform; (ii) current and unrestricted licensure, registration, certification and/or other approval as may be required by law to perform such Services, if applicable; (iii) membership in good standing on Prevea's allied health or medical staff, if applicable; (iv) professional liability insurance as provided in this Agreement, if applicable; and (v) satisfactory completion of a caregiver background check and any other background check screening required by applicable law.

(c) If any individual Personnel fails to meet any or all of the Qualifications, Prevea shall immediately bar such individual from providing Services to the Eligible Individuals. If determined necessary by Prevea in its sole discretion, Prevea shall immediately replace such individual with another individual who meets all of the Qualifications hereunder.

(d) Prevea shall ensure that the Personnel perform the Services in accordance with generally accepted standards for their profession. Prevea shall ensure that it and all Personnel performing the Services: (i) provide the Services in accordance with applicable laws and regulations and consistent with Prevea policies and procedures; and (ii) do not act in any manner that could damage Company's business or adversely affect the goodwill, reputation or business relationships of Company with the public generally or with any of its clients, customers, employees, vendors or other persons having dealings with Company. Professional medical judgments are not intended to be within the scope of the above standard such that clinical determinations, such as, for example only, compensability for work-related injuries and needed workplace accommodations, are not violations of this Section 2.1(d). As a pre-requisite to a notice of breach under Section 5.2 of this Agreement, alleged violations of this Section 2.1(d) must first be raised by Company to Prevea in writing so that Prevea has a reasonable opportunity to address the concern.

(e) Nothing in this Agreement shall: (i) render Company responsible for the manner by which Prevea and the Personnel render any services to any patient; or (ii) be construed to constitute an acknowledgement or an agreement that Company is or may be liable for the professional malpractice of Prevea or the Personnel. Company may not exercise control, direct, or

interfere with any Personnel's exercise and execution of his or her professional judgment in their performance of Services.

2.2. Space. Personnel will perform Services at the locations identified in Schedule A.

2.3. Equipment, Supplies, and Materials. Prevea shall be responsible for purchasing or acquiring and maintaining the equipment, materials, supplies and medical supplies reasonably necessary for Prevea's performance of Services. All equipment, supplies, materials and items paid for by Prevea shall remain the property of Prevea. The Company shall pay Prevea for all supplies and materials used by Prevea in the performance of the Services as provided in Schedule A.

3. COMPANY PAYMENT TO PREVEA

3.1. Fees. Company shall pay Prevea the compensation set forth on Schedule A of this Agreement (the "**Fees**") for Services provided to Eligible Individuals. Prevea shall bill Company monthly for all Services rendered under this Agreement. The Fees will be due and payable within thirty (30) days of Company's receipt of Prevea's invoice. Except as otherwise set forth in Section 3.3 of this Agreement or in Schedule A, Prevea shall accept payment for the Services only from Company and shall not, and shall ensure that the Personnel do not, bill any patient or any other third party for the Services including, as example only, Workers' Compensation carriers and payors that otherwise may be responsible for coordinating benefits. For clarity, Company acknowledges that Prevea and/or other third parties performing Laboratory Services may bill patients and third-party payors for such Laboratory Services as applicable in accordance with Schedule A.

3.2. Annual Fee Adjustment. Prevea may amend the Fees, once per year, upon one-hundred twenty (120) days written notice; provided, however, that any such amendment shall not increase the Fees, other than Fees for immunization services or laboratory services (if applicable), by more than ten percent (10%) of the then-current Fees without Company's prior written approval.

3.3. Patient Contributions. If Company has elected in Schedule A to require its Eligible Individuals to pay a contribution towards the Fees for any Service ("**Patient Contribution**"), Prevea shall collect such Patient Contribution from the Eligible Individuals to offset part of the Fees for such Service due from Company and report such payment to Company as "Access Fee Credit" with the monthly invoice. The Parties agree that Services will not be offered to an Eligible Individual if such Eligible Individual fails to pay a required Patient Contribution.

4. REPRESENTATION AND WARRANTY OF COMPANY

Company represents and warrants to Prevea that it has the authority to enter into this Agreement and to perform its obligations hereunder. Company further represents and warrants that neither the execution of this Agreement nor the consummation of the arrangement contemplated hereby, will result in a breach of, or constitute a default under, any agreement, contract or arrangement to which Company is bound.

5. TERM AND TERMINATION OF AGREEMENT

5.1. General. This Agreement commences on the Start Date identified in Schedule A of this Agreement and will continue for an initial term of three (3) year(s) unless terminated earlier pursuant to this Agreement (the "**Initial Term**"). Following the Initial Term, this Agreement shall automatically renew for additional, consecutive terms of one year each (each a "**Renewal Term**"), unless the Initial Term or a Renewal Term is terminated earlier pursuant to this Agreement.

5.2. Termination for Breach. Upon a material breach of a Party's obligations set forth in this Agreement, this Agreement may be terminated by the non-breaching Party upon thirty (30) days' prior written notice to the breaching Party; subject, however, to the breaching party curing the breach to the reasonable satisfaction of the non-breaching Party within such thirty (30) day period. Company, however, is only entitled to a notice of breach and opportunity to cure described in this Section once. Any breach by Company which occurs after the first notice from Prevea under this Section shall be grounds for immediate termination by Prevea.

5.3. Immediate Termination. This Agreement may be terminated by either Party upon written notice to the other Party if any of the following events occur:

(a) The other Party makes an assignment for the benefit of creditors, is the subject of a voluntary or involuntary petition for bankruptcy or is adjudicated to be insolvent or bankrupt, or a receiver or trustee is appointed for any portion of its property; or

(b) The loss, suspension or restriction of any license, permit, certificate or other approval required by law for the other Party to continue to perform its respective duties pursuant to this Agreement. This provision does not allow immediate termination of the Agreement for the loss, suspension or restriction of an individual Personnel's license, permit, certificate or other approval required by law for the individual's provision of services, which shall be solely addressed under Section 2.1(c) of this Agreement.

5.4. Termination by Mutual Agreement. This Agreement shall terminate upon the mutual written agreement of the Parties at the time specified by such agreement.

5.5. Termination of Individual Service. Any Individual Service may be terminated from Schedule A by, and under the terms of, the written consent of the Parties without terminating the Agreement with respect to other Services.

5.6. Termination Without Cause. This Agreement may be terminated by either Party for any reason upon one-hundred twenty (120) days' prior written notice to the other Party.

5.7. Effect of Termination. Unless otherwise provided in this Agreement, upon termination, neither Party has any further obligations, except for: (i) obligations arising prior to the date of termination which remain unsatisfied as of the date of termination; and (ii) obligations or covenants which expressly or by their nature extend beyond the term of this Agreement. Termination of an Individual Service or Individual Services, under the terms of Section 5.5, does not affect the terms of this Agreement for those Individual Services which are not terminated. Sections 6 and 8.5 of this Agreement expressly survive termination of this Agreement.

6. RECORDS; CONFIDENTIALITY; COMPLIANCE

6.1. Business Records. All business records and information relating exclusively to the business and activities of either Party (collectively, the "**Confidential Information**") are to be the property of that Party, irrespective of the identity of the Party responsible for producing or maintaining such records and information. Without limiting the foregoing, Prevea's Confidential Information shall include the Fees, Prevea's financial methods and practices, Prevea's marketing techniques, any file or database materials prepared by Prevea relating to the Services, and any information on Prevea's personnel (i.e. non-public information on qualifications, background checks, etc.), suppliers or electronic systems. During the term of this Agreement and for a period of two years after termination, a Party that receives Confidential Information from the other Party (the "**Recipient**") shall not use or disclose any Confidential Information, except as necessary to perform Recipient's obligations under this Agreement. Notwithstanding the foregoing, the use and disclosure restriction under this Section shall not apply to any Confidential Information that the Recipient can demonstrate by clear and convincing evidence: (a) at the time of use by or disclosure to Recipient, was known to the Recipient as evidenced by the Recipient's contemporaneous written records; (b) at the time of use by or disclosure to Recipient, was published or publicly known; (c) after use by or disclosure to Recipient, becomes published or publicly known other than a result of a breach of this Agreement by the Recipient; or (d) is disclosed to Recipient in good faith by a third party who is not under an obligation of confidence to the Party owning such Confidential Information at the time such disclosure is made. Either Party may disclose the other Party's Confidential Information to the extent required by applicable laws or regulations or judicial process, with immediate notice to the other Party of such obligation. The Recipient shall return any Confidential Information belonging to the other Party immediately upon termination of this Agreement; provided, however, the Recipient may retain an archival copy for its proper management and administration or as necessary to carry out or satisfy its legal obligations and shall not be obligated to remove any Confidential Information integrated into its electronic systems or copies made pursuant to its standard processes for disaster recovery. This Section shall not be interpreted to permit the disclosure of information if and where such restriction would otherwise be impermissible under applicable law.

6.2. Medical Records. Prevea shall ensure that the Personnel appropriately document all Services rendered in accordance with all applicable laws and regulations. Notwithstanding any other provision of this Agreement, all such medical records are and shall remain the property of Prevea. Upon termination of this Agreement, Prevea shall make available such records to patients if requested by the patient, in accordance with Prevea's standard processes for record releases. Upon termination of this Agreement, due to restrictions in federal and state law and regulation, Prevea may only make available copies of such records to another provider of Services paid for through Company if and where the patient has established with such other provider for care. Company acknowledges that Prevea's ability to share any protected health information with Company (other than de-identified, aggregate data) is limited under state and federal law and regulation. Nothing in this Agreement is intended to require Prevea to use or disclose protected health information in a manner that would violate applicable

law. Prevea may share names and dates of services with Company solely for the purpose of validating eligibility for services. In limited circumstances, Prevea may share protected health information with a health plan for purposes of evaluating health plan performance (for which Company agrees that Prevea may require an attestation). Prevea may share protected health information with the patient's written authorization in a form and manner that is compliant with federal and state law and regulation. Prevea may share information with other treatment providers, including to a successor providing services within the Facility (defined in Schedule A) if the patient has established with such successor for treatment. Finally, Prevea may provide copies of patient information to the individual or to a third party as directed by the individual in writing, in compliance with federal and state law and regulation.

6.3. Compliance with Laws. Each Party has and shall retain independent obligations to comply with all applicable federal and state laws affecting their respective obligations under this Agreement, including any obligations that might arise under the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") and other privacy laws, as may be amended or implemented from time to time. The Parties believe and intend that this Agreement will, when executed, comply with all relevant federal and state laws as well as relevant regulations and accreditation standards, including, but not limited to, Medicare fraud and abuse laws (including the Anti-Kickback Statute), the Stark Law and the principles of tax exemption as set forth in federal and state tax law, and all of the rules and regulations promulgated pursuant to, and all of the cases or opinions interpreting, such laws and regulations. For clarity, Company is independently responsible for determining its own compliance with its own contracts and any and all federal and state laws and regulations applicable to Company, including, but not limited to, ERISA, any other employer benefit plan laws, and any laws or regulations relating to insurance plans. Prevea has not furnished any advice to Company or undertaken any obligation to review Company's compliance with any such contracts or laws and regulations applicable to Company. Company represents and warrants to Prevea that entering into this Agreement and the consummation of the transactions under this Agreement do not violate any such contracts or such laws and regulations applicable to Company.

6.4. No Inducement to Refer. Company shall not be obligated or required to refer any patients to Prevea, or any affiliate of Prevea, to obtain or receive any medical diagnosis, care or treatment from Prevea, or to purchase any health care related services or products from Prevea. No Party is entering into this Agreement with an expectation that unlawful patient referrals will occur or other unlawful business will be generated between the Parties as a result of this Agreement.

6.5. Exclusion from State or Federal Health Care Programs. Each Party represents and warrants to the other that it is not: excluded from participation in any Federal Health Care Program; debarred, suspended or otherwise excluded from participating in any other federal or state procurement or non-procurement program or activity; or designated a Specially Designated National or Blocked Person by the Office of Foreign Asset Control of the U.S. Department of Treasury. Each Party further represents and warrants to the other Party that, to its knowledge, there are no pending or threatened governmental investigations that may lead to such

debarment, suspension or exclusion of the Party. Each Party shall notify the other Party in writing of the commencement of any such debarment, suspension, exclusion or investigation of the Party immediately upon receiving first notice of such exclusion or investigation. Each Party may terminate this Agreement immediately upon learning of any such debarment, suspension or exclusion of the other Party. A Party subject to any such investigation shall keep the other Party informed of the status of the investigation.

7. COBRANDING

7.1. Scope of License. Each Party grants to the other Party a non-exclusive, non-transferable, royalty-free license to use its trademarks identified on Schedule B to this Agreement ("**Trademarks**") for: (i) the purpose of notifying and educating Eligible Individuals on the Services available under this Agreement, including, but not limited to, on pamphlets, flyers and/or a website; and (ii) such other purposes as agreed upon by the Parties from time to time. All such use shall be in accordance with the terms and conditions of this Section 7. The rights granted to the other Party in this Section 7 are license rights only, and nothing in this Agreement constitutes or shall be construed to be an assignment of any or all of a Party's rights in its Trademarks. Neither Party shall modify the other Party's Trademarks, or allow any third party to use the other Party's Trademarks.

(a) Each Party will provide a copy of all proposed materials or uses that contain or include the other Party's Trademarks no later than thirty (30) days prior to implementation and/or publication for review and approval by the other Party, in such other Party's sole discretion.

(b) Each Party recognizes the other Party's ownership of and title to, or other interest in, such other Party's Trademarks and shall not at any time do any act which may in any way impair the rights of such other Party in and to its respective Trademarks. During the term of this Agreement, all use of a Party's Trademarks by the other Party shall at all times inure to the benefit of the respective Trademarks. Each Party acknowledges and agrees that each other Party has, shall retain, and may exercise, both during the term of this Agreement and thereafter, all rights and remedies available to such Party, whether derived from this Agreement, from statute, or otherwise, as a result of or in connection with a Party's breach of this Agreement, misuse of such Party's Trademarks, or any other use of such Party's Trademarks by a Party which is not permitted by this Agreement.

(c) If this Agreement is terminated in any manner, each Party shall, as of the date of termination, cease all use of the other Party' Trademarks. Each Party shall use its reasonable efforts to remove the other Party's Trademarks from any and all materials and signage and shall have no further rights to use the other Party's Trademark.

(d) Each Party shall be responsible for its own expenses with respect to the production of any materials that include the other Party's Trademarks, unless otherwise agreed upon in writing by the Parties. Unless otherwise agreed upon between the Parties in writing, Prevea shall only be responsible for maintaining a website and service sheet for the Services with

information on the Services available to the Eligible Individuals under this Agreement. Additional marketing opportunities may be available subject to additional written agreement of the Parties and may include additional fees as outlined in such additional written agreement.

8. GENERAL PROVISIONS

8.1. Insurance. During this Agreement, Prevea shall maintain professional liability insurance coverage covering Prevea and all Personnel performing professional Services in minimum amounts required by applicable laws; provided, however, that to the extent any Personnel are subcontracted to perform Services, Prevea's obligations with respect to such Personnel's professional liability insurance coverage shall be limited to ensuring that professional liability insurance coverage covers such Personnel in minimum amounts required by applicable law and Prevea shall not be required to maintain such policy itself. In addition, Prevea shall maintain general liability coverage covering Prevea and all Personnel performing Services in minimum amounts of one million dollars ($1,000,000) for each occurrence and three million dollars ($3,000,000) per year in the aggregate or such greater amounts as are required by applicable laws. Such professional and general liability insurance policies shall include a reporting endorsement policy to cover the term of this Agreement if such insurance is a "claims-made" policy. Prevea shall carry workers' compensation insurance in accordance with statutory limitations covering Prevea's employees. Prevea must provide thirty (30) days' notice for any cancellation or material changes of its insurance policies required pursuant to this Section 8.1. Upon reasonable request, Prevea shall provide Company with evidence of insurance meeting the foregoing obligations.

8.2. Licenses, Permits, and Certificates. Each Party shall obtain and maintain in full force and effect during the term of this Agreement any and all licenses, permits, registrations, and certificates required by law which are applicable to the performance of its respective duties pursuant to this Agreement.

8.3. Independent Contractor. Prevea is at all times acting as an independent contractor in the performance of its work, duties, and obligations arising under this Agreement, and nothing in this Agreement is intended nor must be construed to create between Prevea and Company either an employer/employee, joint venture, landlord/tenant, or any other similar relationship. Prevea shall be solely responsible for the payment of the salaries or wages of the Personnel, including withholding or payment of applicable taxes and any other withholding required by law or regulation, or if Prevea subcontracts for the Personnel, paying the employer of the Personnel. No agent, employee or representative of either Party shall be deemed to be an agent, employee or representative of the other Party. Neither Party shall have the authority to act for or on behalf of the other Party to bind the other Party without the express written approval of the other Party.

8.4. Non-Solicitation. During the term of this Agreement for a period of twelve (12) months following termination, Company shall not solicit any employee of Prevea (or Prevea Clinic, Inc.) providing Services during this Agreement (or in the event of termination, who provided Services under this agreement in the twelve (12) month period prior to termination), and who has special skills and knowledge, to

terminate employment with Prevea and to work for Company or a competitor of Prevea in a twenty-five (25) mile radius of the Facility (defined in Schedule A). This Section shall not apply to any general advertisements to the community, not aimed at a particular individual (e.g., newspaper, mailings, web-site postings, etc.). This Section shall survive the termination of this Agreement.

8.5. Intellectual Property. Except as otherwise expressly provided in Section 7 of this Agreement (and only to the extent provided therein), nothing in this Agreement shall grant to Company a right to use, or constitute an assignment to Company of, Prevea's Intellectual Property. "**Prevea's Intellectual Property**" shall include, but is not limited to, Prevea's names, logos, trademarks, copyrights, documents, forms, templates, reports, manuals, policies, procedures, forms, charts, sketches, designs, concepts, questionnaires, educational materials, programs, computer software, business processes, techniques, inventions, or discoveries, regardless of form or the media in which they exist, tangible or intangible, and all derivative works therefrom, whether existing prior to the Effective Date of this Agreement or developed afterwards, including any such intellectual property relating to, or developed in the course of the performance of, the Services hereunder. With limiting the foregoing, all such Prevea' Intellectual Property shall belong to Prevea. Any reports or documents prepared at the request of Company shall not be considered "works for hire" and shall be and remain Prevea's Intellectual Property during this Agreement and following termination. Company agrees to waive all rights relating to any Prevea Intellectual Property developed or produced in connection with the Services, including without limitation, any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications Neither Company, nor any of its officers, directors, agents, independent contractors, affiliates or employees shall have authority to apply for the ownership or registration of any Prevea Intellectual Property, nor shall they be authorized to use Prevea's Intellectual Property except with Prevea's express written approval during the term of this Agreement in connection with performance of the Services. Company agrees to provide all assistance reasonably requested by Prevea in the establishment, preservation and enforcement of Prevea's Intellectual Property. Upon termination of this Agreement, Company shall cease all use of Prevea's Intellectual Property or any material containing Prevea's Intellectual Property. The terms of this Section shall survive termination of this Agreement.

8.6. Notices. All notices, demands or other communications required or permitted to be given under this Agreement must be in writing and must be given to the Party for whom the notice is intended by registered or certified mail, by overnight courier service, by electronic mail for which the sender has an electronic receipt, or by hand delivery, at the address listed under the Party's signature to this Agreement unless such Party shall designate a new address by written notice in the manner specified in this Section. The notice shall be deemed to be given as follows: (i) in the case of certified or registered mail, three (3) days after the date of its mailing; (ii) in the case of overnight courier service, on the next business day following mailing; (iii) in the case of electronic mail, on the date notice was sent; and (iv) in the case of hand delivery, on the date of its receipt by the Party entitled to it.

8.7. Indemnification.

(a) By Prevea. Prevea will indemnify, defend and hold harmless Company and its shareholders, directors, officers, employees, agents, insurers, successors and assigns (in any case, a "**Company Indemnitee**") for any and all claims, demands, losses, costs, expenses, penalties, fines, judgments, demands and defense costs of any kind (and including, without limitation, out-of-pocket costs and expenses, amounts paid in compromise or settlement of any claim, and actual reasonable attorney's fees incurred by any Prevea Indemnitee), whether compensatory or punitive in nature, whether civil or criminal (hereafter, "**Damages**"), and whether arising out of contract or tort, and whether statutory or based on common law, which relates to or arise out of, in whole or in part, any of the following: (i) breach of this Agreement by Prevea; (ii) any negligent act or omission of Prevea or any of Prevea's members, directors, officers, employees, affiliates, representatives, agents, successors or assigns in providing the Services; or (iii) any violation of law by Prevea or Prevea's members, directors, officers, affiliates, representatives, agents, health plan, successor or assigns (the "**Prevea Parties**"). Notwithstanding the foregoing, Prevea shall not be required to indemnify or hold harmless any Company Indemnitee for any Damages in the event a court of a court of competent jurisdiction concludes that such Damages were caused by any Company Indemnitee's negligence or willful misconduct.

(b) By Company. Company and, if applicable, Company's Health Plan (together "Company"), shall indemnify, defend and hold harmless Prevea and its shareholders, directors, officers, employees, agents, insurers, successors and assigns (in any case, a "**Prevea Indemnitee**") for any and all claims, demands, losses, costs, expenses, penalties, fines, judgments, demands and defense costs of any kind (and including, without limitation, out-of-pocket costs and expenses, amounts paid in compromise or settlement of any claim, and actual reasonable attorney's fees incurred by any Prevea Indemnitee), whether compensatory or punitive in nature, whether civil or criminal (hereafter, "**Damages**"), and whether arising out of contract or tort, and whether statutory or based on common law, which relates to or arise out of, in whole or in part, any of the following: (i) the breach of this Agreement by Company, or Company's members, directors, officers, employees, affiliates, representatives, agents, health plan, successor or assigns; (ii) any negligent act or omission of Company or Company's members, directors, officers, employees, affiliates, representatives, agents, health plan, successors or assigns; (iii) violation of law by Company or Company's members, directors, officers, affiliates, representatives, agents, health plan, successor or assigns (including, but not limited to, any violation of ERISA, other federal or state health benefit plan laws or regulations, or any federal or state insurance laws or regulations). Notwithstanding the foregoing, Company shall not be required to indemnify or hold harmless any Prevea Indemnitee for any Damages in the event a court of a court of competent jurisdiction concludes that such Damages were caused by any Prevea Indemnitee's negligence or willful misconduct.

8.8. Amendment. This Agreement and its Schedules 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 in this Agreement.

8.9. Severability. In the event that any provision of this Agreement is held to be unenforceable for any reason, such provision shall be fully severable and the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect in accordance with its terms.

8.10. No Third-Party Beneficiary. Except as specifically provided in this Agreement, none of the provisions contained herein are intended by the Parties, nor may they be deemed, to confer any benefit on any person not a Party to this Agreement.

8.11. Governing Law. This Agreement shall be interpreted in accordance with the laws of the State of Wisconsin, notwithstanding any conflict of laws provisions.

8.12. Nondiscrimination. Prevea shall not deny services to or otherwise discriminate against any person on grounds of race, color, national origin, disability or any other classification protected under applicable, federal, state or local law.

8.13. Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Prevea may assign this Agreement without the prior written approval of Company to an "affiliate" of Prevea. For purposes of this Agreement, "affiliate" shall mean any successor entity of Prevea, or any entity controlled by Prevea or Hospital Sisters Health System.

8.14. Waiver of Breach. 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 or violation of this Agreement.

8.15. Force Majeure. Neither Party shall be responsible for any failure or delay in the performance of any of its obligations under this Agreement due to causes beyond its control, including, without limitation, fire, storm, flood, freeze, accident, labor disputes, failure or delays of energy, wars, riots, public disorders and acts of God, in each case through no fault of the Party relying on this Section 8.15.

8.16. Entire Agreement. This Agreement, together with all Schedules, Exhibits and Appendices attached hereto (which are hereby incorporated herein by reference), supersedes all previous contracts, agreements or understandings between the Parties with respect to the same Services, and constitutes the entire agreement between the Parties with respect to the same Services. Neither Party shall be entitled to any benefits other than those enumerated in this Agreement.

8.17. Authority. The individuals signing below each warrant and represent that they have the power and the authority necessary to execute and fulfill this Agreement.

8.18. Counterparts; Facsimile and pdf Signatures**.** This Agreement may be executed in multiple originals, each of which shall be considered an original for all purposes and, collectively, shall be considered to constitute this Agreement. Signatures transmitted by facsimile or in Portable Document Format (pdf) may be considered

an original for all purposes, including, without limitation, the execution of this Agreement and enforcement of this Agreement.

[signature page to follow]

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date as indicated below.

PREVEA:
_____ D/B/A
PREVEA HEALTH

By:_____
Ashok N. Rai, M.D.
President & CEO

Date: _____

Address: 2710 Executive Drive
Green Bay, WI 54304
Attn: President & CEO
Ashok.rai@prevea.com

COMPANY:
_____

By:_____
Name: _____
Title: _____

Date: _____

Address: _____
_____
_____
_____
_____
Attn: _____
Email: _____

SCHEDULE A

SELECTED SERVICES, FEE SCHEDULE AND ELIGIBLE INDIVIDUALS

1. **Start Date:** _____

2. **Eligible Individuals:** Eligible individuals shall be defined below (please check only one). The Parties shall agree upon a process and methodology for Prevea to identify Eligible Individuals prior to receiving Services. Prevea shall be entitled to rely upon such process and Company shall compensate Prevea based upon such reliance.

   ☐ Company's employees (but not dependents) on Company's health plan, subject to exception below.
   ☐ Company's employees and dependents on Company's health plan, subject to the exception below.
   ☐ All Company's employees (but not dependents), subject to the exception below.
   ☐ All Company's employees and dependents, subject to exception below.

   Exceptions

   Eligible Individuals shall not include any individual enrolled in any government program for the payment of medical services, including, but not limited to Medicare, Medicaid and TRICARE/CHAMPUS, whether such program provides primary or secondary coverage.

   Services shall not be available for individuals seeking treatment related to third party liability (e.g. motor vehicle accidents), as identified in the Personnel's judgment ("TPL"). Such individuals shall remain eligible for care that is not related to the TPL.

3. **Facility:** The "**Facility**" shall be defined as follows: Prevea's Cormier (737 Cormier Rd., Green Bay, WI) and Fox Commons (10 E. College Ave., Suite 110, Appleton, WI) locations. The Facility is a Prevea location, but Prevea will not be providing the Services in space located within the Facility exclusively for the Company during the operational hours stated in this Schedule A; provided, however, access shall not be available to the general public. For clarity, Company acknowledges that the eligible individuals from other companies with which Prevea contracts also have access to Services at the Facility during the same operational hours as Services are made available to Company's Eligible Individuals under this Agreement. Prevea is responsible for arranging for any internal rebuild, maintenance, property and casualty insurance, repair, waste removal, medical waste removal, security and utilities.

4. **Selected Services and Fees.** The Services include those denoted in the table below with a "checked box" in column 1 (check all that apply)

	SERVICES	OPERATING HOURS PER WEEK	LOCATION	FEE	METHOD OF CALCULATION	PATIENT CONTRIBUTION
☒	APP Services*	During Facility's normal hours of operation as set by Prevea.	Facility	$175.00 per hour	For actual time APP Services are provided to Eligible Individuals; billed based on scheduled visit length.	None
☒	Dietician Services*	During Facility's normal hours of operation as set by Prevea.	As agreed upon from time to time	$35.00 per visit	Per visit.	None
☒	Health and Wellness Specialist Services*	During Facility's normal hours of operation as set by Prevea.	As agreed upon from time to time	$35.00 per visit	Per visit.	None
☒	Physical Therapy Services*	During Facility's normal hours of operation as set by Prevea.	Facility	$150.00 per hour	For actual time Physical Therapy Services are provided to Eligible Individuals; billed in 15-minute increments	None
☒	Behavioral Therapy Services*	During Facility's normal hours of operation as set by Prevea	Facility	$195.00 per hour	For actual time Behavioral Behavioral Therapy Services are provided to Eligible Individuals; billed based on scheduled visit length	None
☒	Ancillary Visits	During Facility's normal hours of operation as set forth by Prevea	Facility.	$15 for a 15-minute visit $30 for a 30-minute visit	Per visit	None
☒	Immunization Services*	Company shall pay Prevea at Prevea's then-current immunization fee schedule for health and wellness center clients, as such fee schedules may be updated from time to time (annually or seasonally).				None
☒	Laboratory Services	☐ Company shall pay for the Laboratory Services at Prevea's then-current fee schedule for health and wellness center clients, as such fee schedules may be updated from time to time (annually or seasonally). The Fee Schedule shall be made available upon request. ☐ Prevea or the laboratory performing the test, as required by applicable payors, applicable law and/or Prevea's arrangement with outside laboratories, shall bill patients and payors for laboratory services.				None, or as required by applicable payor.

***Services are defined in Appendix 1**

APPENDIX 1 TO SCHEDULE A
DESCRIPTION OF SERVICES
(Services only apply if selected on Schedule A)

Services for children shall only be available for children six (6) months and up for acute illness and children seven (7) years and up for wellness and routine physicals. Services in Schedule A are defined as follows (for clarity, the descriptions are not meant to be a complete list and other services within the categories below may be furnished in Prevea's discretion if within the scope of the Personnel's practice). Additionally, scope of Services available to any particular Eligible Individual is also subject to the discretion of the Personnel at all times.

Services	Provider Type Furnishing Services	Description*
APP Services	Advanced Practice Provider ("**APP**")	• Well-child vaccinations for individuals age seven (7) and up: tetanus, diphtheria, pertussis, Hepatitis B, and influenza • Non-well child vaccinations for children age six (6) months and up, where appropriate • Routine screenings and vital signs • Blood draws (phlebotomy) • Rapid screen diagnostic tests for strep, pregnancy, and urine • Routine diagnosis and treatment of non-trauma workplace and non-workplace injuries (for clarity, the APP shall not be responsible for identifying causation of injury and may have to refer to occupational health at other locations to evaluate causation). • Non-DOT drug and alcohol screening, including post-offer employment, post-accident, random, and reasonable-suspicion testing • Health Risk Appraisal assistance • Early detection, treatment, and prevention • Healthcare counseling • Physical exams, including camp and school physicals • Chronic disease management
Dietician Services	Dietician	• Responsible for assessing nutritional status, developing a nutritional care plan and providing patient education relating to nutrition and diet • Initiate education, nutrition assessment • Partner with patient in developing and implementing the plan of care based on situation
Health and Wellness Specialist Services	Health and Wellness Specialist	• Deliver evidence-based lifestyle interventions to prevent, treat and manage chronic diseases. • Lead or contribute to onsite/virtual wellbeing events, employee workshops, and trainings. • Support the design and rollout of custom challenges, campaigns, and engagement tactics. • Provide strategic input on ongoing program evaluation and refinement, ensuring measurable impact.
Physical Therapy Services	Physical Therapist ("**PT**")	• Evaluation and treatment of non-work related and work related injuries • Execute valid post-offer employment tests
Behavioral Therapy Services	Behavioral Therapist	• Marriage and relationship issues • Parenting, blended family and divorce issues

		• Gambling addiction • Grief and loss • Addiction • Depression, including postpartum depression • Substance use disorder • Obsessive compulsive disorder • ADHD • Anxiety and panic disorder • Sexuality and identity issues • Stress management • Work/employment problems

Ancillary Visits	Medical Assistant	• 15-minute visits
		  o Blood Pressure checks
		  o Immunization/vaccine administration
		  o Lab draws
		
		• 30-minute visits
		  o Drug screen

Immunization Services	N/A	Those immunization services as made available from time to time by Prevea for health and wellness center clients to Eligible Individuals receiving Services in the Facility.
Laboratory Services	N/A	The actual testing for the Laboratory Services will occur at laboratories off-site and may be sent by Prevea to non-Prevea laboratories, including HSHS or other third-parties. •

SCHEDULE B

PREVEA'S TRADEMARKS

COMPANY'S TRADEMARKS

Account Team Information	
SAE Name:	Mark Federman
SAE Phone:	
SAE Email:	mark.federman@cvshealth.com
AM Name:	Maura Arnold
AM Phone:	
AM Email:	maura.arnold@cvshealth.com
Client Type	
☐ Employer ☒ Coalition ☐ TPA Liable ☐ TPA Non-Liable ☐ Health Plan ☐ Trust	
Client Information	
Client Name ("**Client**"):	City of De Pere
PBM Status	☒ Existing Client ☐ New Client
Eligible Carrier, Account, & Group(s) (CAG) Downstream Entity(ies) or Group(s) Name(s)	7856*
Coalition/TPA/Health Plan/Trust name if different from Client/Downstream Entity or Group name:	NCRx
Line of Business (applicable to **Health Plan only**)	☒ Self Funded ☐ Fully Insured
High-Deductible Health Plan ("**HDHP**") with health savings accounts ("**HSA**") included	No
HDHP with HSA CAG(s): Eligible Carrier, Account, & Group(s) (CAG)	N/A
Onsite/External Pharmacy Included in ES/EES Network	No

This Vendor Election Form ("**VEF**"), once executed, is an exhibit to the Point Solutions Management Amendment ("**Amendment**") between CaremarkPCS Health, L.L.C. ("**CVS Caremark**"), and Client. All capitalized terms used in this VEF and not otherwise defined shall have the meanings set forth in the Amendment or Agreement. In the event of a conflict between the terms of this VEF and the terms of this Amendment, the terms of this VEF shall control.

PrudentRx, LLC ("**Vendor**" or "**PrudentRx**") provides co-pay program related services to plan sponsors that include guidance on plan benefit design for specialty products and assistance to members to secure

available copay assistance for specialty drugs through the various programs funded by pharmaceutical companies ("**PrudentRx Solution**").

Client agrees to implement the PrudentRx Solution pursuant to the Point Solutions Management Amendment effective with the following parameters:

PRUDENTRX SOLUTION:

Additional Defined Terms:

"**Benefit Cap**" means the maximum amount of funds available from the drug manufacturer under a Pharma Copayment Assistance Program. The Benefit Cap and copay program periods can vary by drug manufacturer and the Participating Member's enrollment date in the program. If a Specialty Drug does not have a Pharma Copayment Assistance Program, the Benefit Cap will be zero for such Specialty Drug for purposes of the PrudentRx Solution.

"**Covered Class**" means a therapeutic class that is included in the PrudentRx Solution, as specified on Attachment 1. Covered Classes are updated from time to time and are available to Client upon request. Covered Classes may vary depending on Client's exclusive specialty setup and Program Drug List selected by Client.

"**Eligible Member**" means a Member who is prescribed a Program Product and whose prescription benefit includes the PrudentRx Solution. For clarity, all Members whose prescription benefit includes the PrudentRx Solution are eligible to participate in the PrudentRx Solution when prescribed a Program Product.

"**Essential Health Benefits**" shall have the meaning given to such term at 42 U.S.C. § 18022(b), which currently includes items and services in the following ten benefit categories: (1) ambulatory patient services; (2) emergency services; (3) hospitalization; (4) maternity and newborn care; (5) mental health and substance use disorder services including behavioral health treatment; (6) prescription drugs; (7) rehabilitative and habilitative services and devices; (8) laboratory services; (9) preventive and wellness services and chronic disease management; and (10) pediatric services, including oral and vision care.

"**HDHP Member**" means a Participating Member who is enrolled in a HDHP with an HSA.

"Non-Participating Member" means a Member who: (i) affirmatively elects to opt-out of the PrudentRx Solution; (ii) fails to complete any required enrollment process for the PrudentRx Solution (as described below); or (iii) fails to comply with the terms of the PrudentRx Solution (e.g., fails to enroll in an available Pharma Copayment Assistance Program).

"**Participating Member**" means an Eligible Member, subject to completing any required enrollment process for the PrudentRx Solution (as described below); but excluding any Non-Participating Member.

"Pharma Copayment Assistance Program" means a program sponsored by a pharmaceutical company that provides financial assistance for payment of the patient's cost-share for those patients who meet the program eligibility criteria, as established by the pharmaceutical company, but excluding any program that conditions assistance on financial need.

"Program Drug List" means a "*PrudentRx Program Drug List*," which is a listing of Specialty Drugs that will be included in the PrudentRx Solution for Client, selected by Client for the Plan and subject

to modification to align with Client Plan design and Client specialty drug list. In the event Client changes a product on the Specialty Tier, such product will be removed from the Program Drug List. Client shall receive advance written notice of such change as soon as practicable.

"Program Product" means a Specialty Drug that is listed on the Program Drug List selected by Client for the Plan.

"**Specialty Tier**" means the adjudication tier for Specialty Drugs.

Program Description: The PrudentRx Solution shall consist of the following elements:

- Scope: Pharma Copayment Assistance Programs. The PrudentRx Solution is available only to Eligible Members.

- Plan Design: For the Plans participating in the PrudentRx Solution, as designated by Client in the "Client Information" in the table above, Client shall adopt a plan design for Specialty Drugs in a Covered Class that consists of the following elements:

  - Specialty Tier: Client will implement a Specialty Tier. Products on the Specialty Tier shall be subject to a thirty percent (30%) Cost Share for both Participating Members and Non-Participating Members, after satisfaction of any applicable deductible. All Specialty Drugs in a Covered Class shall be adjudicated at the Specialty Tier.

  - Non-Essential Health Benefits: Products in a Covered Class exceeding the maximum count required for that Covered Class by any state benchmark plan shall be deemed non-Essential Health Benefits. Program Drug Lists meet or exceed the benchmark plan requirements of all fifty states and Washington, D.C.

  - Coverage Process: When the Benefit Cap has been reached based on a Pharma Copayment Assistance Program for a Participating Member for a Program Product and thus the Pharma Copayment Assistance Program is not available, including where the Program Product does not have a Pharma Copayment Assistance Program available and thus the Benefit Cap is zero, the Plan shall assume responsibility for the Cost Share for the Program Product unless and until financial assistance is again available to the Participating Member under the Pharma Copayment Assistance Program. This shall include any amounts not paid by a Pharma Copayment Assistance Program, such as when there is a residual leftover after applying the maximum copay assistance to the claim. As an exception to the foregoing, when the Benefit Cap has been reached for an HDHP Member for a Program Product that is not listed on the plan's HDHP Preventive Drug List, the Plan shall not assume responsibility for the Cost Share for such Program Product until such time as the Member deductible has been satisfied.

  - Deductible and OOP Max: Amounts paid *for the benefit of a Member*, including amounts paid by a Pharma Copayment Assistance Program, for a Program Product shall *not* be counted toward any Member deductible or any Member out of pocket maximum obligation, unless otherwise required by applicable law. Amounts paid *by a Member* for a Program Product that is *not* an Essential Health Benefit shall *not* be counted toward any Member deductible or any Member Affordable Care Act ("**ACA**") out of pocket maximum obligation, unless otherwise required by applicable law; except that amounts paid by an

HDHP Member shall be counted toward the Member deductible. Amounts paid *by a Member* for a Program Product that is an Essential Health Benefit shall be counted toward any Member deductible and any Member ACA out of pocket maximum obligation.

- Summary Plan Description. The Client shall adopt language in its Summary Plan Description that aligns with the above requirements. A template for such language is provided on Attachment 2. Although PrudentRx will assist with the language in the Summary Plan Description, the Client and the Plan administrator remain responsible for fulfilling their fiduciary duties under ERISA with respect to the content of the Summary Plan Description.

- Program Drug List: Client shall select a standard Program Drug List, which Program Drug List shall be subject to review and approval by CVS Caremark to verify plan design alignment with the Formulary (i.e., no cost share disadvantage of preferred formulary products).

- Member Notification & Participation: PrudentRx will work in conjunction with Client to develop a communication and participation process regarding the PrudentRx Solution, to include the following:

  - Following receipt of the Eligible Member information where Eligible Member is confirmed as currently prescribed a Program Product, PrudentRx will send a standardized and non-editable notice to Eligible Members. These Eligible Members will be identified via historic claim files approximately thirty-five (35) days prior to intended implementation date of the PrudentRx Solution.

  - In order to complete enrollment in the PrudentRx Solution, following receipt of the welcome letter, Eligible Members who are utilizing a Program Product for which there is an available Pharma Copayment Assistance Program must contact PrudentRx to register (or validate prior registration) in the Pharma Copayment Assistance Program. Eligible Members who are utilizing a Program Product for which there is no available Pharma Copayment Assistance Program require no additional action to complete enrollment in PrudentRx Solution.

    Approximately five (5) to seven (7) business days after notice has mailed, PrudentRx will coordinate telephonic outreach to Members utilizing a Program Product for which there is an available Pharma Copayment Assistance Program, but who have yet to contact PrudentRx. If telephonic outreach does not result in contact with a Member, PrudentRx will make additional attempts either via telephonic or digital communication to participate in the PrudentRx Solution. PrudentRx outreach may also include a written letter to the Member providing notice that the Member needs to contact PrudentRx to participate in the PrudentRx Solution and that if the Member fails to call PrudentRx within time frame specified in the letter, the Member will be responsible for the full amount of the member cost share on the specialty medication. For clarity, digital communications will be sent by CVS Specialty to Members who have opted to receive digital communication who cannot be reached telephonically.

  - PrudentRx will implement a high touch comprehensive communication process for Members who are projected to participate in the PrudentRx Solution at the Client's launch date.

- If PrudentRx determines Client has failed to meet the implementation requirements, PrudentRx reserves the right to suspend member outreach and/or postpone Client's PrudentRx Solution Effective Date until such steps and documents are submitted to PrudentRx for approval.

Once the PrudentRx Solution is live for Client, PrudentRx will identify net-new utilizers of Program Products within one (1) business day of receipt of a claim for a Program Product. PrudentRx shall conduct outreach to the Member if the Member is not currently enrolled in an available Pharma Copayment Assistance Program. PrudentRx shall coordinate with the Member and seek to complete Member enrollment in the applicable Pharma Copayment Assistance Program within three (3) business days of receipt of such claim, subject to Member satisfaction of the eligibility requirements of such Pharma Copayment Assistance Program.

- Pharma Copayment Assistance Program Enrollment: PrudentRx shall assist Participating Members with enrollment in Pharma Copayment Assistance Programs for Specialty Drugs and securing financial assistance under such Pharma Copayment Assistance Programs.

- Coordination with CVS Caremark. PrudentRx collaboratively works with CVS Caremark and, if requested by CVS Caremark, the dispensing pharmacies, to ensure timely prescription processing with minimal member abrasion, by providing real time data feeds to include notification to CVS Caremark of: (i) decision by a Member to not participate in the PrudentRx Solution, including any Member who elects not to enroll in an available Pharma Copayment Assistance Program; (ii) inability to contact a Member; and (iii) enrollment of a Participating Member in a Pharma Copayment Assistance Program.

  Client hereby directs and authorizes CVS Caremark to: (i) exclude from any Member deductible and any Member annual out of pocket maximum obligation any amounts paid for the benefit of a Member, including amounts paid by a Pharma Copayment Assistance Program, for Specialty Drugs in a Covered Class, unless otherwise directed by Client due to requirements of applicable law; (ii) exclude from any Member deductible and any Member annual ACA out of pocket maximum any amounts paid by a Member for a Specialty Drug in a Covered Class that is not an Essential Health Benefit, unless otherwise directed by Client due to requirements of applicable law; provided that amounts paid by an HDHP Member for any Program Product shall be counted toward the Member deductible; (iii) provide to PrudentRx daily paid claims, daily reject files, and monthly claims files for Program Products dispensed to Participating Members so that PrudentRx may implement and operate the PrudentRx Solution (collectively, "**Data**"); and (iv) provide PrudentRx with Member portal (Client Online Services) access for designated PrudentRx employees performing Participating Member benefit verification and eligibility in real time, if possible.

- Confidentiality. In the event Client receives any Confidential Information (as such term is defined in the Agreement) of PrudentRx, Client shall maintain the confidentiality of such Confidential Information consistent with the requirements imposed in the Agreement for confidential treatment of CVS Caremark Confidential Information.

- Release of Data. Client hereby authorizes and directs CVS Caremark to disclose the Data and other Client or Member information to PrudentRx in order to provide the PrudentRx Solution to Client. Client acknowledges and agrees that to the extent any data disclosed to PrudentRx includes

Member information, such Member information shall be disclosed by CVS Caremark subject to the Business Associate Agreement between Client and CVS Caremark.

- Claims Audits. On a monthly basis, PrudentRx shall: (i) retroactively audit claims for the prior month to ensure the PrudentRx Solution was implemented appropriately for each Participating Member for whom a claim was adjudicated in such month, including implementation of the coverage process whereby the Plan assumes responsibility for the Cost Share; and (ii) provide a written report with the results of such audit to CVS Caremark and Client within thirty (30) days of the end of the month subject to the audit. If any issues are identified, PrudentRx shall consult with CVS Caremark to coordinate on an appropriate resolution.

- ERISA Plans. In the event the Plan is subject to ERISA, Client acknowledges and agrees that PrudentRx shall not be: (i) the administrator (as that term is defined in Section 3(16) of ERISA) of any Plan for any purpose; (ii) a named fiduciary with respect to any Plan for purposes of ERISA or any applicable state law; (iii) delegated discretionary authority or responsibility, or exercise discretionary authority or control, with respect to any Plan or its administration; or (iv) deemed to be a fiduciary with respect to any Plan for purposes of ERISA or any applicable state law.

- Plan Compliance. Client shall ensure that: (i) the Plan is at all times in compliance with all applicable laws, rules and regulations relating to the Plan's implementation of the PrudentRx Solution, including, without limitation, state insurance laws, rules and regulations; and (ii) the Plan timely and accurately submits all required governmental filings and obtains all required governmental approvals relating to the Plan's implementation of the PrudentRx Solution.

- HDHP. Client is solely responsible for evaluating compliance with the Internal Revenue Code and IRS guidance, in consultation with its own counsel, in connection with any contemplated implementation of the PrudentRx Solution for any HDHPs or HSAs and Client is solely responsible for, and shall indemnify CVS Caremark and PrudentRx against, any loss, cost, damage or expense resulting from any non-compliance with the Internal Revenue Code or IRS guidance.

- Reporting. On a monthly basis, PrudentRx will provide a summary report to Client of the claims processed under the PrudentRx Solution with respect to the Plan, which shall include the following metrics:
    - PrudentRx Generated Savings
    - Total Specialty Drug spend subject to PrudentRx Solution
    - Total net savings after Service Fee
    - Summary YTD by Covered Class
        - Including the number of Participating Members and number of claims under each Covered Class

  All information disclosed on the foregoing report shall comply with the privacy requirements under HIPAA and any other applicable law.

- Invoicing: PrudentRx shall provide monthly claims detail and the Service Fee to CVS Caremark. CVS Caremark will invoice Client the Service Fee on the monthly administrative service fees invoice.

- Early Termination: CVS Caremark may immediately terminate this VEF in the event CVS Caremark determines, in its reasonable discretion, that such termination is necessary to avoid or

limit an adverse financial impact on CVS Caremark and/or Client. CVS Caremark may terminate this VEF for any reason by providing Client with written notice of such termination at least ninety (90) days prior to the effective date of such termination.

PrudentRx Solution Effective Date: 1/1/2026 **Note:** The PrudentRx Solution Effective Date must be the first day of the month, cannot be sooner than the effective date of the Point Solutions Management Amendment, and cannot be sooner than 90 calendar days from the date of delivery of an executed copy of this Vendor Election Form to PointSolutionsManagement@CVSHealth.com. In the event this Vendor Election Form is not delivered at least 90 calendar days prior to the proposed PrudentRx Solution Effective Date or if Client fails to meet the requirements of the implementation steps and documents required by the PrudentRx program hereunder, PrudentRx reserves the right to postpone Client's PrudentRx Solution Effective Date until such steps and documents are submitted to PrudentRx for approval. If so approved, this Vendor Election Form shall not take effect and the Client shall be requested to resubmit the Vendor Election Form with a revised PrudentRx Solution Effective Date.
Eligible Member Population: X Client's PBM-covered employees X Dependents of Client's employees
Compensation: Client will pay a service fee equal to twenty-five percent (25%) of Generated Savings ("**Service Fee**"). • "**Generated Savings**" are calculated as the Member Cost Share before the PrudentRx Solution is applied: (a) less any remaining amount of the Member Cost Share billed back to the Client; and (b) less the Discount Factor • "**Discount Factor**" is calculated as 10% of the total of the following: the Member Cost Share less any remaining amount of the Member Cost Share billed back to the Client. PrudentRx may share a portion of the above service fee with third parties, including CVS Caremark, for services rendered in connection the PrudentRx Solution. There are no separate fees for administration, Member outreach and support, monthly reporting, or any of the other services provided by PrudentRx under this Agreement.

By signing below, Client acknowledges that they have read, understand, and agree to all terms and conditions outlined within this VEF.

_____	_____
Signature of Client's Authorized Representative	Signature of Strategic Account Executive
Name (Print):_____	
Title:_____	
Date Signed: _____ (MM/DD/YYYY)	Date Signed: _____ (MM/DD/YYYY)

Attachment 1
Covered Classes

ACROMEGALY
ALPHA-1 ANTITRYPSIN DEFICIENCY
AMYLOIDOSIS
ANEMIA
ASTHMA
AUTOIMMUNE
BONE DISORDERS - OTHER
COAGULATION DISORDERS
CRYOPYRIN-ASSOCIATED PERIODIC SYNDROMES
CYSTIC FIBROSIS
ELECTROLYTE DISORDERS
GASTROINTESTINAL DISORDERS-OTHER
GOUT
GROWTH HORMONE AND RELATED DISORDERS
HEMATOPOIETICS
HEMOPHILIA
HEPATITIS B*
HEPATITIS C
HEREDITARY ANGIOEDEMA
HORMONAL THERAPIES
HUMAN IMMUNODEFICIENCY VIRUS*
IMMUNE DEFICIENCIES AND RELATED DISORDERS
INFECTIOUS DISEASE - OTHER
INFERTILITY**
IRON OVERLOAD
LYSOSOMAL STORAGE DISORDER
MENTAL HEALTH CONDITIONS
MOVEMENT DISORDERS
MULTIPLE SCLEROSIS
NEUROLOGICAL DISORDERS
NEUROMUSCULAR
NEUTROPENIA
OCULAR DISORDERS*
ONCOLOGY
OSTEOPOROSIS

PAROXYSMAL NOCTURNAL HEMOGLOBINURIA
PHENYLKETONURIA
PRE-TERM BIRTH
PULMONARY ARTERIAL HYPERTENSION
PULMONARY DISORDERS - OTHER
RARE DISORDERS - OTHER
RENAL DISEASE
RESPIRATORY SYNCYTIAL VIRUS
SEIZURE DISORDERS
SICKLE CELL DISEASE
SLEEP DISORDER
SYSTEMIC LUPUS ERYTHEMATOSUS
THROMBOCYTOPENIA
TRANSPLANT*
UREA CYCLE DISORDERS

* ONLY AVAILABLE IF CLIENT HAS ENHANCED EXCLUSIVE SPECIALTY
** NOT AVAILABLE IF THE PARTICIPATING CLIENT HAS A FERTILITY MAB

Attachment 2
Summary Plan Description

Disclaimer: The following summary plan description language is a suggested template. Neither CVS Caremark nor PrudentRx shall have any responsibility for the summary plan description that is published by the Plan. Final language should be tailored to client plan design and reviewed by client legal counsel.

PrudentRx Solution for Specialty Medications

In order to provide a comprehensive and cost-effective prescription drug program for you and your family, City of De Pere] has contracted to offer the PrudentRx Solution for certain specialty medications. The PrudentRx Solution assists members by helping them enroll in manufacturer copay assistance programs. Medications on the PrudentRx Program Drug List are included in the program and will be subject to a 30% co-insurance, after satisfaction of any applicable deductible. However, if a member is participating in the PrudentRx Solution, which includes enrollment in an available manufacturer copay assistance program for their specialty medication, the member will have a $0 out-of-pocket responsibility for their prescriptions covered under the PrudentRx Solution.
Copay assistance is a process in which drug manufacturers provide financial support to patients by covering all or most of the patient cost share for select medications - in particular, specialty medications. The PrudentRx Solution will assist members in obtaining copay assistance from drug manufacturers to reduce a member's cost share for eligible medications thereby reducing out-of-pocket expenses. Participation in the program requires certain data to be shared with the administrators of these copay assistance programs, but please be assured that this is done in compliance with HIPAA.

If you currently take one or more specialty medications included in the PrudentRx Program Drug List, you will receive a welcome letter from PrudentRx that provides information about the PrudentRx Solution as it pertains to your medication. All eligible members must call PrudentRx at 1-800-578-4403 to register for any manufacturer copay assistance program available for your specialty medication as some manufacturers require you to sign up to take advantage of the copay assistance that they provide for their medications. If you do not call PrudentRx, PrudentRx will make outreach to you to assist with questions and enrollment. If you choose to opt out of the PrudentRx Solution, you must call 1-800-578-4403. Eligible members who fail to enroll in an available manufacturer copay assistance program or who opt out of the PrudentRx Solution will be responsible for the full amount of the 30% co-insurance on specialty medications that are eligible for the PrudentRx Solution.

If you or a covered family member are not currently taking, but will start a new medication covered under the PrudentRx Solution, you can reach out to PrudentRx or they will proactively contact you so that you can take full advantage of the PrudentRx Solution. PrudentRx can be reached at 1-800-578-4403 to address any questions regarding the PrudentRx Solution.

The PrudentRx Program Drug List may be updated periodically.

Payments made on your behalf, including amounts paid by a manufacturer's copay assistance program, for medications covered under the PrudentRx Solution will not count toward your plan deductible or out-of-pocket maximum (if any), unless otherwise required by law. Also, payments made by you for a medication that does not qualify as an "essential health benefit" under the Affordable Care Act (ACA), will not count toward your deductible or ACA out-of-pocket maximum (if any), unless otherwise required by lawA list of specialty medications that are not considered to be "essential health benefits" under the Affordable Care Act is available. An exception process is available for determining whether a medication that is not an "essential health benefit" under the Affordable Care Act is medically necessary for a particular individual.

PrudentRx can be reached at 1-800-578-4403 to address any questions regarding the PrudentRx Solution.

Attachment 3
Requirements for Clients with External or Onsite Pharmacies

If implementing PrudentRx with an external/onsite pharmacy, account teams must review all information contained in the External Pharmacy Internal Companion Guide and ensure the client and external pharmacy understand and agree to the following before implementation:

- An accumulator file in the required format must be sent daily by the external pharmacy to report manufacturer-paid copay dollars applied.
    - The daily accumulator file must target and report only paid primary claims dispensed the prior day which have the appropriate 526-FQ claim messaging and had manufacturer-paid copay dollars applied.
    - Clients may need IT resources and/or funding to create and/or automate the daily accumulator file.
- The external pharmacy must be able to process a COB claim after a manufacturer debit card transaction.

garner

GARNER PROGRAM ORDER FORM
ADMIN + CLAIMS

This Garner Program Order Form (the "**Order Form**") outlines certain details applicable to the services that Garner Health Technology, Inc. ("**Garner**") shall provide to Company (identified below) pursuant to, and subject to, the Program Agreement, which is hereby incorporated by reference (this Order Form, along with the Program Agreement, and any applicable exhibits, schedules, or addenda thereto, is referred to as the "**Agreement**"). As used herein, "**Program Agreement**" means the written Garner Program Agreement mutually executed by Garner and Company, or, in absence of a mutually executed agreement, the Garner Program Agreement located at https://cdn.getgarner.com/static/legal/gpa_ac_terms.pdf.

The funding arrangement applicable to this Agreement (the "**Funding Arrangement**") is "Admin + Claims."

Section 1: Employer Information; Term

Company: City of De Pere
Note: This should be the legal entity name of the party entering into this Agreement.

Employer Health Plan Type: ☑ Self-Funded ☐ Fully-Insured ☐ Level-Funded

Order Form Term Length: 12 months

Section 2: Garner Health Reimbursement Arrangement (HRA) Details

First Plan Year Start Date: January 01, 2026

First Plan Year End Date: December 31, 2026

HRA Annual Limit Reset Date: January 01
Note: This generally coincides with the deductible reset date of the Employer Health Plan.

Section 3: Funding & Fees

HRA Annual Limits:

	Enrollment Type			
	Employee-only health plan	Employee & spouse health plan	Employee & child health plan	Employee & family health plan
CITY OF DE PERE GROUP BENEFIT PLAN	$3,500.00	$7,000.00	$7,000.00	$7,000.00

HRA Funding Amount (per Garner-Eligible Employee per Month):

	Enrollment Type			
	Employee-only health plan	Employee & spouse health plan	Employee & child health plan	Employee & family health plan
CITY OF DE PERE GROUP BENEFIT PLAN	$56.00	$96.00	$96.00	$136.00

Monthly Administrative + Performance Guarantee Fee (per Garner-Eligible Employee per Month):

	Enrollment Type			
	Employee-only health plan	Employee & spouse health plan	Employee & child health plan	Employee & family health plan
CITY OF DE PERE GROUP BENEFIT PLAN	$24.00	$32.00	$32.00	$40.00

Notes: (1) The HRA Funding Amounts shown above are inclusive of the Monthly Administrative + Performance Guarantee Fees; (2) The "Monthly Administrative + Performance Guarantee Fees" may also be referred to as "administrative fees."

Section 4: Additional Information (*check any of the below that are applicable*)

Text Message Engagement:

☑ If this box is checked, by signing below, Company agrees to be bound by the additional terms located at https://cdn.getgarner.com/static/legal/garner_text_addenda.pdf (the "**Text Message Engagement Rider**"). (*Note: Company's acceptance of the Text Message Engagement Rider is required prior to any use of member SMS notifications. The Text Message Engagement Rider can alternatively be added at a later date.*)

Broker/Benefits Advisor:

☑ If this box is checked, Company authorizes Garner to share sensitive and personal information (including, as applicable, Protected Health Information (PHI) and Personally Identifiable Information (PII)) with the Broker/Benefits Advisor specified below. Company represents that it has entered into a separate Business Associate Agreement with such Broker/Benefits Advisor. The Broker/Benefits Advisor's legal name is:

Legal Name: M3 Insurance | De Pere, WI

Garner Program Offered in Connection with All Health Plans Sponsored by Company:

☑ If this box is checked, Company (i) represents that a Garner program is being offered in connection with all health plans sponsored by Company and that all such programs utilize "admin + claims" funding arrangements, and (ii) acknowledges that Garner is offering the pricing set forth in the table(s) in Section 3, above, based on this representation. In the event this box is checked, but the preceding representation ceases to be true, then, effective immediately, all HRA Funding Amounts will be increased by 75% ("**Corrected HRA Funding Amounts**") and Garner may invoice Company for the difference between (i) the aggregate of all HRA Funding Amounts previously charged hereunder, and (ii) the aggregate amount that would have been charged if the Corrected HRA Funding Amounts had been applicable as of the Agreement Date.

IN WITNESS WHEREOF, the parties have duly and validly executed the Agreement as of the date of last signature below (the "**Agreement Date**").

GARNER HEALTH TECHNOLOGY, INC.:

Signature of Authorized Representative

Name

Title

Date

Address for notice:
169 Madison Ave Ste 15492
New York, NY 10016
Attn: Legal

CITY OF DE PERE:

Signature of Authorized Representative

Name

Title

Date

Address for notice:
335 South Broadway Street De Pere, WI 54115
Attn: [Notice Recipient]
Email: [Email ID for notices]

GARNER PROGRAM AGREEMENT

This GARNER PROGRAM AGREEMENT is made between Garner and Company. "Company" shall include, in addition to the entity identified on the Order Form, any affiliate thereof that receives services pursuant to this Agreement. Company will remain responsible for all its affiliates' acts and omissions unless any such affiliate has entered into its own agreement with Garner. IN CONSIDERATION OF THE MUTUAL PROMISES BELOW AND OTHER GOOD AND VALUABLE CONSIDERATION THE SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. Program

Subject to the terms and conditions of this Agreement, during the Term (as defined below), Garner will make available (a) the Search Services, (b) the Concierge Services, and (c) the HRA Services (each, as defined below, and collectively referred to as, the "**Program**"). Garner shall provide the applicable services to the Garner-Eligible Employees and Garner-Eligible Dependents that have appropriately registered to participate in the Program (each such individual, a "**Participant**"). Company agrees that all Garner-Eligible Employees and Garner-Eligible Dependents enrolled in its major medical group health plan (the "**Employer Health Plan**," not to include any dental, vision or ancillary insurance offered to employees or acquired independently) are eligible to participate in the Program, and that no employees (or such employees' eligible dependents) are eligible to participate in the Program if they are not also enrolled in the Employer Health Plan. As used herein: (x) "**Garner-Eligible Employee**" means any Company employee that has been confirmed by the Company (in a manner designated by Garner) as being eligible to participate in the Program; and (y) "**Garner-Eligible Dependent**" means any person whose eligibility to participate in the Program arises out of such person's relationship to a Garner-Eligible Employee (*e.g.*, a spouse or child of such employee).

2. Search Services

Subject to the terms and conditions of this Agreement, Garner will provide access to and use of its web or application-based search services to the Participants, which includes a searchable list of healthcare providers that have been evaluated according to certain metrics and assessed by Garner, and may include certain commentary or analysis regarding each such provider, and certain accompanying services via use of Garner's web-based or mobile application-based platform (collectively, the "**Platform**", and such services, the "**Search Services**"). Usage of the Platform will be governed by Garner's then-current standard Terms of Service and Privacy Policy which shall be made available to Participants (the "**Standard Terms**") and all Participants must agree to the Standard Terms in order to access and use the Platform.

3. Concierge Services

Subject to the terms and conditions of this Agreement, Garner will provide access to and use of its web or application-based concierge services to the Participants, which may include contact with a Garner representative via phone, text, or chat, to assist the Participant in finding information regarding appropriate healthcare provider(s) (such services, the "**Concierge Services**").

4. HRA Services

Company shall establish, and Garner shall administer, a Health Reimbursement Arrangement ("**HRA**") to cover cost-sharing obligations (in the form of co-insurance, copays, and/or deductibles) incurred by Participants for services furnished to Participants by healthcare providers that Garner has recommended to Participants through the Search Services or the Concierge Services (such administrative services, the "**HRA Services**," and such providers, the "**Garner-Recommended Providers**"). Garner shall administer the HRA pursuant to the HRA Administration Services Agreement appended here as Exhibit 1.

5. Company Responsibilities

Company shall appoint a project manager to serve as the primary contact for managing the Program. Company shall use commercially reasonable efforts to promote the Program, including (a) featuring the Program on the Company's benefits website or other materials or platforms that feature Company's health benefits generally, (b) communicating the existence of the Program to Company's employees through Company-specific communication channels, including Company sent emails, and (c) offering Garner-focused member education and benefits team education sessions. Any such references to the Program or Garner shall be subject to Garner's approval, not to be unreasonably withheld.

Garner and Company may agree that Garner will receive a data feed (*e.g.*, claims feed, eligibility feed) from the third-party administrator of the Employer Health Plan (if applicable). In such an event, Company will use best efforts to coordinate with such third-party administrator and provide Garner with timely feed data necessary to enable Garner to pay qualifying cost-sharing obligations, and such data shall be considered Company Data (as defined below) to the extent applicable.

6. Term and Termination

a. **Term**. The initial term of services shall begin on the First Plan Year Start Date and, unless earlier terminated in accordance herewith, shall continue for the "Order Form Term Length" identified on the Order Form (the "**Initial Term**"). This Agreement shall then automatically renew for additional periods of one (1) year (each, a "**Renewal Period**" and together with the Initial Term, the "**Term**") unless either party provides notice of non-renewal pursuant to Section 6(b). Notwithstanding any such termination or non-renewal, to the extent required for the administration of the Run-Out Period following the final Plan Year (the "**Post-Termination Run-Out Period**"), this Agreement shall continue in full force and effect until the Post-Termination Run-Out Period is complete. "Run-Out Period" and "Plan Year", as used herein, shall each be as defined in either Schedule A or B, as applicable, depending on the Funding Arrangement selected in the Order Form.

b. **Termination**. Either party may provide the other with notice of non-renewal at least thirty (30) days before the end of the Initial Term or applicable Renewal Period (such thirty (30) day period immediately preceding the end of the Initial Term or applicable Renewal Period, the "**Renewal Lock Period**"). Company acknowledges that, based on the nature of the services, Garner expends resources in advance of and in preparation for each Renewal Period, and accordingly, agrees that in the event Company and Garner agree to terminate this Agreement during any Renewal Lock Period, Company shall pay to Garner, as liquidated damages (and not a penalty) an amount equal to two (2) months' worth of Garner's administrative fees (based on the fees that were applicable in the last month of the most recent Plan Year). Either party may also terminate this Agreement upon thirty (30) days' written notice of a material breach by the other party, unless the breach is cured within such thirty (30) day notice period; provided, however, that the non-breaching party may terminate immediately if such breach is not capable of cure.

c. **Effect of Termination**. Upon termination of this Agreement for any reason, and except as otherwise provided herein, (i) all rights granted hereunder and all obligations of each party shall immediately terminate, (ii) Company shall, and shall use commercially reasonable efforts to ensure that the Participants, promptly cease any and all use of the Platform and remove references to the Program and/or Garner from its website and any other materials in its possession or control, and (iii) the parties shall destroy or return to the Disclosing Party any copies of any Confidential Information in the Receiving Party's possession or control; provided, however, that the Receiving Party may, after providing written notice to the Disclosing Party, retain copies of such information to the extent (x) required to fulfill its legal obligations or (y) such copies are created electronically pursuant to automatic or ordinary course archiving, back-up, security or disaster recovery systems or procedures; provided, further, that the confidentiality obligations contained herein shall continue for so long as the Receiving Party retains any Confidential Information. Any payment obligations that have accrued prior to termination shall survive termination of this Agreement. In the event this Agreement is terminated pursuant to Section 6(b) as a result of Company's material breach, Company shall not be entitled to any refunds or relief from future fees owed.

7. Fees

a. **General**. Unless otherwise agreed, Garner shall invoice Company as needed for any applicable fees set forth in this Agreement in U.S. Dollars. Payment processes for such fees are outlined in Section 3.1 of Exhibit 1 appended hereto. If no other payment terms are specified herein with respect to a given fee, Company will pay to Garner the amounts due to Garner within thirty (30) days of receiving an invoice. Company is responsible for promptly reviewing all invoices. In the event Company in good faith disputes the accuracy of any invoiced amount, it must notify Garner within thirty (30) days of Company's receipt of the applicable invoice. Any invoice errors not reported to Garner during such thirty (30) day period will not be subject to adjustment. For the avoidance of doubt, unless reported to Garner during such thirty (30) day period, Garner will not be obligated to honor any invoice adjustment requests made by Company to the extent such requests stem from Company's failure to provide up-to-date eligibility information. All amounts payable hereunder are exclusive of any sales, use, and other taxes or duties, however designated, that may be applicable to such amounts payable (collectively, "**Taxes**"). Company shall be solely responsible for payment of any Taxes levied or imposed in relation to any of Company's transactions with Garner, except any Tax levied or based on the net income of Garner, and Garner may add the amount of such Tax to any invoice to Company or, if applicable, withhold such Tax from any payment to Company.

b. **Suspension**. Garner reserves the right to suspend Company's access to Program in the event of non-payment that Company fails to remedy within fifteen (15) days following notice from Garner.

8. Confidentiality

a. Each party (the "**Receiving Party**") understands that the other party (the "**Disclosing Party**") has disclosed or may disclose Confidential Information. "**Confidential Information**" shall mean any such information or data disclosed under the Agreement that is (i) clearly marked as confidential, proprietary or with a similar designation, (ii) identified by the Disclosing Party as confidential or proprietary at the time of disclosure, or (iii) understood or should be understood by a reasonable person familiar with the business or operations of the Disclosing Party to be confidential or proprietary to the Disclosing Party. For the avoidance of doubt, (x) the terms and conditions (but not the existence of) this Agreement is considered Confidential Information and (y) the Platform and the details of the Program are considered the Confidential Information of Garner.

b. The Disclosing Party agrees that the foregoing will not apply with respect to any information that: (i) is or is becoming generally available to the public without breach of this Agreement, or any other confidentiality obligation, of the Receiving Party, (ii) was known to the Receiving Party prior to receipt from the Disclosing Party from a source having lawful possession of such information without an obligation of confidentiality to the Disclosing Party, (iii) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source having lawful possession of such information without any obligation of confidentiality to the Disclosing Party, or (iv) was independently developed by the Receiving Party without use or reference of any Confidential Information of the Disclosing Party. For the avoidance of doubt, the Parties each agree that PHI (as defined below), is not included in the definition of Confidential Information and will be subject to the restrictions described in the BAA (as defined below).

c. The Receiving Party agrees: (i) without the explicit prior written consent of the Disclosing Party or as explicitly provided herein, not to disclose, divulge, provide or otherwise make available to any third person any of the Disclosing Party's Confidential Information, except to (x) its employees and consultants who have a "need-to-know" or are required to access such Confidential Information in connection with the exercise of Receiving Party's rights and performance of its obligations under this Agreement; (y) professional advisers (*e.g.*, lawyers and accountants); or (z) existing and potential investors, lenders and acquirers and the accountants, advisors and other professional representatives of any of the foregoing; provided, however, that any and all such employees, consultants and advisers are bound by written agreements or, in the case of professional advisers, ethical duties, to treat, hold and maintain such Confidential Information in accordance with the terms and conditions of this Agreement; (ii) not to use the Disclosing Party's Confidential Information for any purpose other than to perform the services or obligations contemplated under, or exercise their rights under, this Agreement; and (iii) to take the same security precautions to protect against disclosure or unauthorized use of such Confidential Information that the party takes with its own Confidential Information, but in no event will a party apply less than reasonable precautions to protect such Confidential Information. Notwithstanding the foregoing, the Receiving Party shall have the right to disclose Confidential Information if such disclosure is required by law, provided that if the Receiving Party is required by law to disclose Confidential Information, then, prior to any such disclosure, the Receiving Party shall (x) give prompt written notice of such requirement to the Disclosing Party so it can have the opportunity to seek a protective order or other appropriate remedy; and (y) reasonably cooperate in the Disclosing Party's attempts to obtain confidential treatment or otherwise limit the disclosure of such Confidential Information.

9. Company Data

a. All data and information shared, transmitted or disclosed to Garner in any manner from the Company (or the third-party administrator of Company's health plan, if applicable) in connection with the Program ("**Company Data**") shall be, as between the parties, the sole and exclusive property of Company. Company hereby grants Garner the non-exclusive right and license to (i) copy, use, modify, distribute, display and disclose Company Data solely to the extent necessary to perform its obligations and exercise its rights under this Agreement pursuant to the terms and conditions of this Agreement, (ii) copy, modify and use Company Data in connection with Garner's internal operations and functions, including, but not limited to, operational analytics and reporting, internal financial reporting and analysis, audit functions and archival purposes, and (iii) copy, use, modify, distribute, display and disclose Company Data on an aggregated or anonymized basis for marketing purposes, solely to the extent that: (x) the aggregate data does not include information that identifies or would reasonably be expected to identify Company or any Participant as the source of such data; and (y) the data set into which the Company Data is bundled does not

consist of data solely attributable to Company. For the avoidance of doubt, the parties each agree that PHI is not included in the definition of Company Data and will be subject to the restrictions described in the BAA.

b. Garner will maintain the confidentiality and security of the Company Data using commercially reasonable and industry-standard methods and practices. Garner shall employ commercially reasonable storage and reasonable precautions to prevent the loss of or alteration to Company Data, but Garner does not guarantee against any such loss or alteration. Garner is not and will not be Company's official record keeper.

c. **Protected Health Information**. The parties' obligations related to the security, privacy, use, disclosure and breach notification obligations with respect to any information shared, transmitted or disclosed to Garner in any manner from the Company that is considered "Protected Health Information" under the United States Health Insurance Portability and Accountability Act of 1996, and all regulations issued thereto, as may be amended from time to time (such information, "**PHI**") shall be set forth in the Business Associate Agreement appended here as Exhibit 2 (the "**BAA**").

   i. If Company has provided authorization in the Order Form, then, to the extent necessary for purposes of administration of this Agreement, and upon Broker/Benefits Advisor's written request, Garner may share PHI with the Broker/Benefits Advisor identified in such Order Form. This authorization is made pursuant to the BAA, and shall persist until withdrawn in writing or until the BAA terminates. If necessary, Company may update the Broker/Benefits Advisor identified in such Order Form from time to time by providing notice to Garner pursuant to the terms hereof.

   ii. In the event of a conflict between this Agreement and the BAA, the terms and conditions of the BAA shall prevail. Garner may use and disclose PHI to create de-identified health information pursuant to, and subject to any applicable restrictions of, the BAA (such de-identified health information, "**DIHI**"). As between the parties, Garner is the owner of any DIHI and any data set that aggregates DIHI with other data of Garner, and shall be permitted to use DIHI for any purpose permitted by applicable law, order, code, and regulation, including commercial purposes.

10. Intellectual Property Rights and Ownership

a. **Ownership**. As between the parties, Garner retains all right, title, and interest in and to the Platform and Program, and any other materials, trademark, service mark, software, technology or data of Garner, including all intellectual property rights therein. No rights or licenses are granted except as explicitly set forth in this Agreement.

b. **Feedback**. The Company or Participants may provide suggestions, comments or other feedback to Garner with respect to the Program ("**Feedback**"). The Company shall, and hereby does, grant to Garner a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid-up license to use and exploit the Feedback for any purpose. Feedback is provided "as-is", without any representations or warranties of any kind.

11. Restrictions

Except as expressly set forth herein, the Company shall not (and shall not permit any third party to), directly or indirectly: (a) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, data or algorithms of the Platform (except to the extent applicable laws specifically prohibit such restriction); (b) modify, translate, or create derivative works based on the Platform; (c) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, or make the Platform or Program available to any third party (other than, for the avoidance of doubt, the Participants, pursuant to the terms and conditions herein); (d) interfere or attempt to interfere with the proper working of the Platform or the Program; (e) use the Program or the Platform to build an application or product that is competitive with any Garner product or service; or (f) use the Platform or the Program other than for its legitimate purposes as contemplated by this Agreement.

Company shall use reasonable efforts to prevent unauthorized access to, or use of, the Platform and the Program and in the event it learns of any such unauthorized access or use, promptly notify Garner.

12. Representations and Warranties

Each party represents and warrants that:

a. It has and will have the full legal right and corporate power and authority to enter into and perform all of its obligations under this Agreement and to comply with the terms and conditions of this Agreement;

b. The execution, delivery, and performance of this Agreement has been duly authorized and this Agreement constitutes the valid and binding obligation of such party;

c. The execution and delivery of this Agreement will not conflict with or violate any other instrument, contract, agreement, or other commitment or arrangement to which it is a party or by which it is bound; and
d. It will comply with all applicable laws, orders, codes, and regulations, including all privacy laws and U.S. sanctions laws, in its performance under the Agreement.

Company further represents and warrants that:

a. Company has consulted with its own legal and tax professionals and determined that the HRA will not be a "governmental plan" as defined in Section 3(32) of ERISA or a "church plan" as defined in Section 3(33) of ERISA. Garner will rely on Company's determination that the HRA will be subject to ERISA;
b. The HRA will be funded entirely through Company's general assets, and no HRA reimbursements will be funded through employee contributions or salary deductions, whether direct or indirect; and
c. Company will not set up a trust or an account in the HRA's name to be used to pay for HRA benefits.

13. Indemnification

a. **Indemnification by Garner**. Garner shall defend Company and its officers, directors, affiliates, employees, and agents (each, a "**Company Indemnified Party**") against any third-party claim or legal action (a "**Claim**") arising from (i) the fraud, gross negligence, or willful misconduct of Garner or its employees, agents, personnel or contractors; or (ii) an allegation that a Participant's authorized use of the Platform infringes or misappropriates any intellectual property right of a third party (the "**IP Infringement Obligation**"). Further, Garner shall indemnify and hold harmless the Company Indemnified Party against any damages actually awarded or paid in connection therewith, including reasonable attorneys' fees and expenses. Garner's obligations described in this Section shall be excused to the extent that the Company Indemnified Party does not: (x) promptly notify Garner of such Claim; (y) tender to Garner the sole and exclusive authority to defend and/or settle any such Claim; provided, that Garner will not settle any Claim without the applicable Company Indemnified Party's consent if such settlement requires an admission of guilt from the applicable Company Indemnified Party; and (z) reasonably cooperate with Garner in connection with such Claim, at Garner's cost. This Section states Garner's entire obligation and Company's sole remedies in connection with any claim regarding the intellectual property rights of any third party.
b. **IP Infringement Exceptions**. Garner's IP Infringement Obligation will not apply to claims to the extent arising from (i) Company's or a Participant's use of the Platform that is not authorized or is in violation of this Agreement or the Standard Terms; (ii) modification of the Platform by Company or any party other than Garner without Garner's express written consent; or (iii) the combination, operation, or use of the Platform with other applications, portions of applications, product(s), data or services where the Platform would not by itself be infringing (subsections (i)-(iii) of this Section 13(b), the "**Indemnity IP Exceptions**"). If the Platform becomes, or in Garner's reasonable opinion is likely to become, the subject of an intellectual property infringement claim, then Garner will promptly notify Company and, at Garner's sole option and expense, it may either: (x) procure the right to continue providing the Platform as contemplated by this Agreement; (y) modify the Platform to render it non-infringing (provided that such modification does not adversely affect use of the Platform); or (z) replace the Platform with a functionally equivalent, non-infringing service. If none of the foregoing options is commercially practicable within thirty (30) days from said infringement, then either party will have the right to terminate this Agreement.
c. **Indemnification by Company**. Company shall defend Garner and its officers, affiliates, directors, employees, contractors, personnel and agents (each, a "**Garner Indemnified Party**") against any Claim arising from: (i) any of the Indemnity IP Exceptions; (ii) Company's cancellation of the Program and/or any component thereof, or Company's termination of this Agreement, in each case, to the extent such Claim is made by a Participant; or (iii) the fraud, gross negligence, or willful misconduct of Company or any of its employees, agents, personnel or contractors. Further, Company shall indemnify and hold harmless the Garner Indemnified Party against any damages actually awarded or paid in connection therewith, including reasonable attorneys' fees and expenses. Company's obligations in this Section 13(c) shall be excused to the extent that the Garner Indemnified Party does not: (x) promptly notify Company of such Claim; (y) tender to Company the sole and exclusive authority to defend and/or settle any such Claim; provided, that Company will not settle any Claim without the applicable Garner Indemnified Party's consent if such settlement requires an admission of guilt from the applicable Garner Indemnified Party; and (z) reasonably cooperate with Company in connection with such Claim, at Company's cost.

14. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR LIABILITY ARISING FROM THE PARTIES' INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 13, IN NO EVENT SHALL EITHER

PARTY, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, SUBCONTRACTORS, CONTRACTORS OR OFFICERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT (A) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES OR SUCH DAMAGES OR LOSSES WERE REASONABLY FORESEEABLE, OR (B) FOR ANY DAMAGES IN EXCESS OF THE TOTAL FEES PAID BY COMPANY TO GARNER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING SUCH CLAIM. MULTIPLE CLAIMS SHALL NOT EXPAND THE LIMITATIONS SPECIFIED IN THIS SECTION 14.

15. Disclaimer

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PROGRAM AND RELATED SERVICES ARE PROVIDED BY GARNER "AS IS" AND "AS AVAILABLE" AND ARE WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE, USAGE OF TRADE, OR COURSE OF DEALING, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. GARNER SHALL HAVE NO DIRECT LIABILITY TO ANY PARTICIPANT, EXCEPT TO THE EXTENT EXPLICITLY ADDRESSED IN THE STANDARD TERMS OR ANY OTHER AGREEMENT BETWEEN A PARTICIPANT AND GARNER.

16. Miscellaneous

a. Unless Company notifies Garner in writing to withdraw its consent, Garner may identify Company as one of its customers in general promotional literature and on its website and may disclose to current and prospective customers that Garner is providing the Program to Company. Company may identify Garner as one of its benefits providers in general promotional literature and on its website. In addition, from time to time, the parties may issue mutually agreed upon press releases in connection with this Agreement.
b. This Agreement and any exhibits attached hereto represents the entire agreement between the Company and Garner with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between the Company and Garner with respect thereto.
c. This Agreement shall be governed by the laws of the State of New York, excluding its conflict of law principles. Any and all disputes arising out of or in connection with this Agreement shall resolved by binding arbitration administered by JAMS under its Comprehensive Arbitration Rules and Procedures (the "**JAMS Rules**") then in effect (such rules are deemed to be incorporated by reference into this Section, and as of the date of this Agreement). Arbitration will be handled by a sole arbitrator in accordance with the JAMS Rules. Judgment on the arbitration award may be entered in any court located in New York, New York that has jurisdiction. Notwithstanding the foregoing, the parties will have the right to bring an action in a court of proper jurisdiction for injunctive or other equitable or conservatory relief, pending a final decision by the arbitrator. An arbitrator shall not be bound by rulings in prior arbitrations involving different users, but is bound by rulings in prior arbitrations involving the same user to the extent required by applicable law. The seat of arbitration shall be New York, New York. The arbitrator shall not have the authority to modify any provision in this Agreement or to award punitive damages. Unless the arbitrator finds the arbitration was frivolous or brought for an improper purpose, the parties shall split equally the costs of the arbitration. For any dispute that proceeds in court rather than in arbitration, such dispute shall be brought exclusively in a court of competent jurisdiction in New York, New York, and the parties hereby irrevocably consent to the personal jurisdiction and venue of such courts and irrevocably waive any objections thereto.
d. All notices under this Agreement shall be in writing and shall be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service. Notices must be sent to the contacts for each party set forth on the signature block, or such other address as a party may provide by giving notice to the other party in accordance with the foregoing.
e. Sections 5-16 (inclusive) shall survive expiration or termination of this Agreement.
f. Except as otherwise provided herein, this Agreement may be amended only by a writing executed by both parties.
g. Except for payment obligations, neither party shall be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond such party's reasonable control, including, without limitation, the elements; fire; flood; severe weather; earthquake; vandalism; accidents; sabotage; power failure; denial of service

attacks or similar attacks; Internet failure; acts of God and the public enemy; acts of war; acts of terrorism; riots; civil or public disturbances; strikes, lock-outs or labor disruptions; any laws, orders, rules, regulations, acts or restraints of any government or governmental body or authority, civil or military, including the orders and judgments of courts.

h. Neither party may assign or sublicense any of its rights or obligations hereunder without the other party's consent; provided that (i) either party may assign all of its rights and obligations hereunder without such consent to any person or entity that, directly or indirectly, (A) controls, is controlled by, or is under common control with, such party, or (B) acquires all or substantially all of the assets and/or business of the assigning party to which this Agreement relates in connection with a merger, acquisition, divestiture, or other corporate transaction, and (ii) Garner may utilize or appoint affiliates, contractors and/or subcontractors in the performance of its obligations or the exercise of its rights hereunder. Any attempt by either party to assign or transfer any of the rights, duties or obligations of the Agreement in violation of the foregoing shall be void.

i. Neither party is an agent, employee, legal representative, partner, or joint venturer of the other party or any affiliate of the other party and neither party has any authority of any kind to bind the other in any respect.

j. Each party acknowledges that a violation of this Agreement could cause irreparable harm to the other party for which no adequate remedy at law exists and each party therefore agrees that, in addition to any other remedies available, the aggrieved party shall be entitled to seek injunctive relief to enforce the terms of this Agreement.

k. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable.

l. The failure of either party to act with respect to a breach of this Agreement by the other party shall not constitute a waiver and shall not limit such party's rights with respect to such breach or any subsequent breaches.

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SCHEDULE B
Admin + Claims Administration Details

This Schedule B specifies the method by which Garner shall administer Company's HRA pursuant to the Admin + Claims Funding Arrangement.

I. Definitions

1.1 "*HRA Annual Limit*": Defined as the aggregate maximum dollar amount that each Garner-Eligible Employee shall be able to receive as reimbursements under the HRA for care received by such Garner-Eligible Employee or their Garner-Eligible Dependent(s) during any given HRA Year. The HRA Annual Limit amounts are set forth in the Order Form. For purposes of this Schedule B, care shall be deemed to have been received during a given HRA Year if either (a) the "date of service" for the claim is entirely within the HRA Year, or (b) the Employer Health Plan directs such care to be attributed, for the sake of billing, to the HRA Year.

1.2 "*HRA Annual Limit Reset Date*": Defined as the date on which the HRA Annual Limit resets (as defined in the Order Form), and each subsequent anniversary thereof. For the avoidance of doubt, the HRA Annual Limit Reset Date may but need not coincide with the anniversary of the First Plan Year Start Date.

1.3 "*HRA Year*": Defined as:

a. the first HRA Year shall be the period starting on the First Plan Year Start Date and ending on the first HRA Annual Limit Reset Date;
b. each subsequent HRA Year shall be the period between two consecutive HRA Annual Limit Reset Dates; and
c. in the event the Agreement is terminated or otherwise not renewed, the final HRA Year shall be the period between the last HRA Annual Limit Reset Date and the last Plan Year End Date.

For the avoidance of doubt, no HRA Year shall exceed twelve (12) months.

1.4 "*Monthly HRA Funding Amount*": Defined as the amount Company shall use to fund the HRA for any given month in an HRA Year, pursuant to Section 3.1 of the HRA Administration Services Agreement (attached hereto). The Monthly HRA Funding Amount is calculated in two steps: (1) multiplying the applicable HRA Funding Amount per Garner-Eligible Employee per Month (as set forth in the Order Form) by the number of applicable Garner-Eligible Employees in that month, then, once calculated across all plans identified in the Order Form for all Enrollment Types set forth in the Order Form, (2) adding together all of the calculated values from step 1.

An initial Monthly HRA Funding Amount shall be calculated and provided by Garner to Company based on enrollment information sent to Garner by Company before the beginning of that HRA Year. Garner reserves the right to continue using the initial Monthly HRA Funding Amount through the end of the HRA Year; provided, however, that Garner may, at its discretion, adjust the initial Monthly HRA Funding Amount during the HRA Year to reflect increases or decreases in the number of Garner-Eligible Employees (*e.g.*, due to new hires or terminations). Company may request mid-HRA Year adjustments by notifying Garner. Any verified corrections to eligibility counts that are requested by Company on or after the first day of a given month will be reflected as a credit in the following month's invoice. If Garner opts to continue using the initial Monthly HRA Funding Amount through the end of the HRA Year, Garner will account for any mid-HRA Year changes as part of the HRA Year Closing Adjustment process (as described in Section 3.1, below).

1.5 "*Monthly HRA Payout Amount*": Defined as the total amount of HRA benefits paid in any given month during an HRA Year or the Run-Out Period that immediately follows the HRA Year, for expenses incurred during that HRA Year. For clarity, HRA benefits will be considered "paid" when funds are withdrawn from the Payment Account by Garner or its Paying Agent (each as defined in Exhibit 1, Section 3.1(b)).

1.6 "*Monthly Administrative + Performance Guarantee Fees*": Defined as the amount that Garner shall be owed for services rendered under this Agreement during any given month in an HRA Year. The Monthly Administrative + Performance Guarantee Fees are calculated in two steps: (1) multiplying the applicable Monthly Administrative + Performance Guarantee Fee per Garner-Eligible Employee per Month (as set forth in the Order Form) by the number

of applicable Garner-Eligible Employees in that month, then, once calculated across all plans identified in the Order Form for all Enrollment Types set forth in the Order Form, (2) adding together all of the calculated values from step 1. Such fees shall be paid to Garner as a part of the HRA Year Closing Settlement Payment (as described in Section 3.3, below).

1.7 "*Plan Year*": Defined as the period from a given Plan Year Start Date through and including the Plan Year End Date that occurs thereafter. For clarity, (i) the First Plan Year Start Date and First Plan Year End Date are set forth on the Order Form, but references to a subsequent Plan Year Start Date or Plan Year End Date (*e.g.*, "the second Plan Year End Date") shall mean the date that is on the applicable anniversary of such First Plan Year Start Date or First Plan Year End Date, as appropriate in context, (ii) the first Plan Year shall be the period from the First Plan Year Start Date through and including the First Plan Year End Date, but references to a subsequent Plan Year shall mean the period between the subsequent, applicable anniversaries of the First Plan Year Start Date and First Plan Year End Date (*e.g.*, "second Plan Year" shall mean the period from the second Plan Year Start Date through and including the second Plan Year End Date), and (iii) if the phrase "Plan Year" is preceded by a specific year (*e.g.*, "the 2018 Plan Year"), it shall refer to the twelve (12) month period that begins on the same day and month as the Plan Year Start Date of the named year. Thus, for example, the Plan Year Start Date of the 2022 Plan Year, shall be the one-year anniversary of the Plan Year Start Date of the 2021 Plan Year, etc.

1.8 "*Run-Out Period*": Defined as the period between the end of any given HRA Year and the date that is ninety (90) calendar days following the end of such HRA Year (the "***Run-Out Period End Date***").

II. Performance Guarantees & Shared Savings

2.1 Performance Guarantees & Shared Savings Payments. Solely for the benefit of Company, Garner agrees to put its Monthly Administrative + Performance Guarantee Fees at risk pursuant to the terms of this Section II. Garner does not assume liability for Plan benefits.

a. If, during any given month in the HRA Year, the Monthly HRA Payout Amount exceeds the Monthly HRA Funding Amount, Garner will pay Company an amount equivalent to such difference (the "***Monthly Performance Guarantee***"). Monthly Performance Guarantees (if any) will be paid by Garner on an ongoing basis over the course of the HRA Year.

b. If, alternatively, during any given month in the HRA Year, the Monthly HRA Funding Amount exceeds the Monthly HRA Payout Amount, Company will pay Garner an amount equivalent to such difference (the "***Monthly Shared Savings***"). Monthly Shared Savings (if any) will be paid by Company to Garner on a monthly basis.

c. If, during any given month in the Run-Out Period for the HRA Year, Garner receives valid and covered claims attributable to such HRA Year, Garner will draw from accumulated Monthly Shared Savings from such HRA Year to pay such claims on an ongoing basis ("***Run-Out Period Payments***"). The Run-Out Period Payments will be calculated independently of any Monthly Shared Savings, Monthly Performance Guarantees, or expenses calculated for the Company's HRA for any subsequent HRA Year that overlaps with such Run-Out Period.

The following example is offered solely for illustrative purposes:

Garner administers an HRA for company, starting on June 1, 2021, with the initial term of the administrative agreement between Garner and company running until May 31, 2022. The First Plan Year Start Date is June 1, 2021 and the HRA Annual Limit Reset Date is January 1, 2022. Thus, the first HRA Year runs from June 1, 2021 through December 31, 2021. In February 2022, several participants submit requests to Garner for reimbursement for medical expenses they incurred for services rendered in November 2021 by a medical doctor selected through the Search Services. Such reimbursements are approved by Garner in March 2022, and paid as reimbursements to the participants; an equivalent amount is paid to company as a Run-Out Period Payment. This Run-Out Period Payment is calculated independently of any Shared Savings that may also be owed to Garner, or Performance Guarantees that may also be owed to company for the HRA Year that Garner administers during the period between January 1, 2022 and

2.2 Timely Claim Submission Requirement. In order to be eligible for reimbursement under the HRA for care received during an HRA Year, a Garner-Eligible Employee must submit a claim to Garner for such care before the applicable Run-Out Period End Date.

2.3 Terminations of Employees. If an employee is terminated, then the termination will be accounted-for when Company notifies Garner, or else as part of the HRA Year Closing Adjustment process. If there is a lag between the date of termination and Company's notification to Garner of the termination (as set forth in Exhibit 1, Section 2.2), then during the HRA Year Closing Adjustment process, the Monthly HRA Funding Amount, but not the Monthly Administrative + Performance Guarantee Fees, will be lowered retroactively to account for the months during which Garner was not informed that the employee was not a Garner-Eligible Employee.

If a terminated employee (or one of a terminated employee's Garner-Eligible Dependents) was incorrectly reimbursed for care by the HRA due to Company's failure to notify Garner of such changes in a timely manner, and Garner is made aware of the termination no later than sixty (60) days after the reimbursement was sent to the employee, then Garner may attempt to contact the employee to collect repayment from the employee. If such repayment is received, Garner will refund the amount to Company. However, if such repayment is not received by the Run-Out Period End Date, or if Garner is made aware of the termination more than sixty (60) days after the reimbursement was sent to the employee, then the amount of the incorrect reimbursement will be subtracted from the HRA Year Closing Settlement (or, if there are not sufficient funds available upon calculation of the HRA Year Closing Settlement, billed to the company). For the avoidance of doubt, late or incorrect eligibility information provided by the Company to Garner that results in erroneous HRA benefit payments are the sole responsibility of Company, and Company shall retain final responsibility for collecting any such erroneous payments from the Participant or other individual.

III. Year-End Closing Adjustment & Settlement Process

3.1 HRA Year Closing Adjustment. During the two (2) months after the Run-Out Period End Date for a given HRA Year, provided that Company has provided Garner with all information required under this Agreement, Garner will engage in a retroactive adjustment (the "***HRA Year Closing Adjustment***") to account for: (a) mid-year changes to the numbers of Garner-Eligible Employees, or Garner-Eligible Dependents, or types of plans selected by such employees, in each case, that were not accounted-for in a timely manner when calculating Monthly HRA Funding Amounts and/or Monthly Administrative + Performance Guarantee Fees during the course of the HRA Year; (b) cancelled or returned HRA payments approved by Garner during the HRA Year; or (c) any other Monthly Shared Savings, Monthly Performance Guarantees, Run-Out Period Payments, or costs or expenses that were not accounted for until that point. If, upon calculating the HRA Year Closing Adjustment, it is determined that Garner is owed additional payments, then Garner shall send Company an invoice for such additional amount, which Company will pay within thirty (30) days of receipt.

3.2 HRA Year Closing Settlement Calculation. After the HRA Year Closing Adjustment has been completed, Garner will calculate the "***HRA Year Closing Settlement***," equivalent to eighty percent (80%) of: the sum of all Monthly HRA Funding Amounts, minus the sum of all Monthly HRA Payout Amounts for the applicable HRA Year and subsequent Run-Out Period, minus all Monthly Administrative + Performance Guarantee Fees applicable to such HRA Year. For

the sake of clarity, if the resulting amount is zero or negative, then the HRA Year Closing Settlement will be equivalent to zero ($0) dollars.

Upon completion of the HRA Year Closing Settlement calculation, Garner will notify the Company. If Company does not agree with the calculation, it must inform Garner within fifteen (15) days of such notice. Company's failure to inform Garner of any discrepancies within fifteen (15) days of Garner's notice of the settlement will be deemed acceptance of the calculation.

3.3 HRA Year Closing Settlement Payment. Garner will pay Company an amount equivalent to the HRA Year Closing Settlement within thirty (30) days of the later of the following two dates, so long as Company remains a party to this Agreement on such date (for the avoidance of doubt, such date must fall during a Renewal Period in which Garner is administering Company's HRA pursuant to the Admin + Claims Funding Arrangement, and not during the Post-Termination Run-Out Period): (a) the date on which the HRA Year Closing Settlement calculation is accepted by Company, and (b) thirty (30) days after the start of the Renewal Period that follows the relevant HRA Year.

The following example is offered solely for illustrative purposes:

Garner administers an HRA for a hypothetical company from January 1, 2021 through December 31, 2021. The Plan Year and HRA Year both coincide with that 12-month period. The Run-Out Period for this HRA Year runs from January 1, 2022 through March 31, 2022.

Over the course of the twelve months of the HRA Year, the company's Monthly HRA Funding Amount is calculated to be equivalent to: $50 per employee per month * 10 employees = $500 per month. This adds up over the course of the HRA Year to: 12 months * $500 per month = $6,000.

Over the course of the twelve months of the HRA Year, the company's Monthly Administrative + Performance Guarantee Fee is calculated to be equivalent to $20 per employee per month * 10 employees = $200 per month. This adds up over the course of the entire HRA Year to: 12 months * $100 per month = $2,400.

Over the course of the HRA Year and the subsequent Run-Out Period, the total accumulated amount of Monthly HRA Payout Amounts is $1,100.

The company renews its agreement with Garner, and begins a second Plan Year running from January 1, 2022, through December 31 2022.

During the two months following the Run-Out Period (i.e., between March 31, 2022 and May 31, 2022), Garner engages in the HRA Year Closing Adjustment. They account for the company's hiring of a new employee at the end of the eleventh month of the HRA Year and thus determine that the Monthly HRA Funding Amount for the twelfth month of the HRA Year ought to have been $50 higher, and the Monthly Administrative + Performance Guarantee Fee for the twelfth month ought to have been $20 higher.

On June 7th, 2022, once the HRA Year Closing Adjustment is completed, Garner calculates the HRA Year Closing Settlement by first determining the result of the following equation:

Monthly HRA Funding Amounts (*i.e.*, $6,000 + $50)
- Monthly HRA Payout Amounts (*i.e.*, $1,100)
- Monthly Administrative + Performance Guarantee Fees (*i.e.*, $2,400 + $20)
= $2,530

Then by multiplying the result of such equation by .80, *i.e.*:

.80 * $2,530 = $2,024

This amount is the HRA Year Closing Settlement.

This calculation is sent to the company for review on June 8th, 2022.

On June 9th, 2022, the company accepts the calculation.

Garner pays to the company the HRA Year Closing Settlement Payment within 15 days of the later of the two dates: (a) the date on which the closing settlement is accepted (*i.e.*, June 8th, 2022), or (b) the date 30 day after the beginning of the next Renewal Period (*i.e.*, January 30th, 2022). Thus, Garner pays

IV. Miscellaneous

4.1 Modifications for Low-Employee Enrollment or a Material Decrease in Enrollment.

a. In the event that there are fewer than fifty (50) Garner-Eligible Employees in any given month during an HRA Year (such month, a "***Low Enrollment Month***"), then, notwithstanding anything in this Schedule B to the contrary, for each such Low Enrollment Month, for purposes of calculating the Monthly HRA Funding Amount and the Monthly Administrative + Performance Guarantee Fees, the number of Garner-Eligible Employees for such month shall be deemed to be fifty (50). Similarly, in the event that the number of Garner-Eligible Employees is less than eighty-five percent (85%) of the number of Garner-Eligible Employees that existed on the first day of such HRA Year (the "**Minimum Enrollment Count**") in any given month during an HRA Year (any such month, a "**Decreased Population Month**"), then notwithstanding anything in this Schedule B to the contrary, for each such Decreased Population Month, for purposes of calculating the Monthly HRA Funding Amount and the Monthly Administrative + Performance Guarantee Fees, the number of Garner-Eligible Employees for such month shall be deemed to be the number equal to the Minimum Enrollment Count. For clarity, (i) Garner shall treat any employees deemed to have existed during any such Low Enrollment Month or Decreased Population Month (*i.e.*, the mock "employees" counted in excess of actual employees) as if they were on the lowest-cost individual coverage plan, and (ii) if a given month during an HRA Year is both a Low Enrollment Month and a Decreased Population Month, then the number of Garner-Eligible Employees for such month shall be deemed to be fifty (50); and

b. In the event that, on average, there are fewer than fifty (50) Garner-Eligible Employees per month over the course of an HRA Year, Garner will not pay to Company any HRA Year Closing Settlement for such HRA Year.

4.2 Unresolved Appeals: In the event that any Participant-initiated appeals related to denied claims have not been resolved prior to the completion of the HRA Year Closing Settlement calculation, then Company shall be solely responsible for any amounts that become due and payable to such Participant(s) pursuant to the resolution of such appeal(s).

4.3 HRA Year Renewal Rate: At the beginning of each HRA Year and/or Plan Year, the dollar multiples used to calculate the Monthly HRA Funding Amount and/or the Monthly Administrative + Performance Guarantee Fees may be increased. Garner may set such annual rates of increase for any given upcoming HRA Year and/or Plan Year by providing written notice to Company at least sixty (60) calendar days before the new HRA Year and/or Plan Year begins. Company shall then have thirty (30) calendar days from the date of the notice to raise any concerns or objections, after which time the rates will be deemed accepted by both parties as an amendment to this Agreement applicable to upcoming HRA Years and/or Plan Years governed by this Agreement. If Company objects to the updated rates, Garner and Company will work in good faith to resolve such dispute, but in event Garner and Company cannot mutually agree to annual increases in the Monthly HRA Funding Amount and/or the Monthly Administrative + Performance Guarantee Fees, this Agreement shall not renew.

[*Remainder of page intentionally left blank*]

EXHIBIT 1

HRA ADMINISTRATION SERVICES AGREEMENT

This Exhibit 1 provides additional information related to Company's HRA and Garner's administration thereof. In the event of a direct conflict between the terms of this Exhibit 1 and any other portion of the Agreement, the terms of this Exhibit 1 shall govern.

I. PLAN ADMINISTRATION SERVICES. Services provided by Garner in the administration of Company's HRA shall include the following:

1.1 HRA Administration. Company shall establish the HRA which shall be integrated with its major medical group health plan (the "***Plan***"). Garner shall assist Company in the administration of the HRA. Garner shall administer the HRA consistent with a framework of policies, interpretations, rules, practices, and procedures adopted by Company as Plan sponsor which are consistent with and based on the policies, interpretations, rules, practices and procedures that are developed and adopted by Garner, and as amended, changed or modified from time to time by Garner (the "***HRA Rules***").

1.2 HRA Documents. Garner will provide a draft amendment to the summary plan description ("***SPD***") for Company's Plan to incorporate and integrate the HRA with the Company's Plan. It is the Company's responsibility to ensure that the HRA amendment to the SPD and Plan documents is complete, complies with applicable law, and is timely adopted and distributed to eligible employees. Garner does not provide tax or legal advice and shall not have any legal responsibility with respect to Company's SPD and Plan documents.

1.3 Record-Keeping. Garner shall assist Company in the development and maintenance of administrative and record-keeping systems for the HRA.

1.4 Forms. Garner will provide instructions and forms for the processing of benefit claims under the HRA (including, for the sake of clarity, the interface for submitting claims provided to Participants through the Platform). Company adopts and is deemed to have adopted Garner's administrative forms for the HRA, and as amended, changed, or modified from time to time by Garner. Garner will provide all forms in electronic format to Participants. Paper-based forms can also be made available upon request.

1.5 HSA and Health FSA Programs. If Company offers a health savings account ("***HSA***") program to Participants or any class of Participants that enroll in an HSA-eligible high deductible health plan ("***HDHP***"), payment or reimbursement from the HRA with respect to such Participants will be limited to deductible and coinsurance expenses incurred by Participants after they have met the minimum statutory deductible for an HSA-eligible HDHP under Section 223(c)(2) of the Code. Garner will not be responsible if payments or reimbursements from the HRA affect Participants' eligibility to contribute to an HSA. If Company offers a health flexible spending account ("***Health FSA***"), Participants will be instructed in the SPD for the HRA to submit claims for reimbursement of eligible cost sharing under the Garner Program directly to the HRA first, until the Participant's HRA account is depleted, and to the Health FSA second. Company agrees that any Health FSA does not automatically (*i.e.*, without the need for Participants to manually submit a reimbursement request) reimburse Participants for claims eligible for such Health FSA. Garner is not responsible if Participants submit claims for reimbursement of eligible cost sharing under the Garner Program through the Health FSA first rather than the HRA. Garner also shall not be responsible if Participants improperly submit such claims for reimbursement under both the FSA and the HRA, or both the HRA and their HSA.

1.6 Claims and Appeals. Claims received from Participants by Garner will be processed on a regular basis, in accordance with industry standard practices and internal procedures. Garner shall have no power or authority to waive or modify any terms and conditions of the HRA. The following procedures will apply with respect to the HRA:

a. Claims that may be paid or reimbursed from the HRA are limited to co-insurance, copays, and/or deductibles incurred by Participants for services furnished by Garner-Recommended Providers or otherwise consistent with the HRA Rules ("***Garner-Qualifying Expenses***"). Garner shall make the initial determination whether a Participant is entitled to benefits from the HRA in accordance with the HRA and all applicable policies, interpretations, rules, practices, and procedures. If Garner finds that a Participant is entitled to the benefits under the HRA, Garner may pay healthcare providers directly for Garner-Qualifying Expenses prior to Participants paying such expenses or reimburse Participants for Garner-Qualifying Expenses incurred and paid by Participants to the

extent claims submitted by Participants represent Garner-Qualifying Expenses. Garner is authorized by Company to pay the amounts described in the preceding sentence from the Company Account (for Admin Only Funding Arrangements) or the Payment Account (for Admin + Claims Funding Arrangements), as such Funding Arrangement is specified in the Order Form.

b. If Garner finds that a Participant is not entitled to reimbursement of a claim or that such claim does not represent a Garner-Qualifying Expense, Garner shall provide to such Participant a notice of adverse benefit determination as soon as administratively practicable after the claim was received by Garner, but no later than the time period required by Section 503 of ERISA, if applicable. The notice shall comply with the requirements set out in the SPD and Section 503 of ERISA, if applicable.

c. The Participant may appeal an adverse benefit determination within one hundred and eighty (180) days following receipt of the notice. The process shall be conducted within a framework of policies, interpretations, rules, practices and procedures established by Company. Appeals shall, at the first level, be administered by Garner. Garner will not afford deference to the initial adverse benefit determination, and the appeal shall be conducted by Garner personnel who (i) did not make the initial adverse benefit determination and (ii) are not subordinates of such individuals that made the initial adverse benefit determination. Company hereby delegates to Garner its fiduciary responsibility solely to the limited extent necessary for Garner to administer the first level of appeals. Garner shall be responsible only for such limited fiduciary responsibility and shall not be responsible for any act or failure to act by the Company or any other fiduciary with respect to the Plan.

If Garner reaffirms the initial determination, and the Participant appeals a second time, Company shall be responsible for administering a second-level appeal and making a final determination as to whether to pay or deny the claim. In order to fulfill such responsibility, Company hereby delegates all administrative duties associated with such second-level appeals to an independent administrative review organization ("***IRO***") selected by Garner. The IRO shall administer such second-level appeals in accordance with the relevant framework and information provided to it, and shall make a determination regarding the appeal, including whether to pay or deny the claim. The applicable claim shall ultimately be paid or denied in accordance therewith.

Garner reserves the right to invoice Company for any costs associated with the IRO's administration of such second-level appeals. Company acknowledges and agrees that it shall retain final authority over whether to pay or deny a claim on appeal and shall retain all fiduciary responsibility with respect to the Plan and administration therewith. Upon notice to Garner, Company may also choose to (i) conduct its own appeals process at the first level, or (ii) rescind the delegation made herein to the IRO and reassume the administrative duties associated with appeals at the second level. In such an event, Garner's obligation with respect to claims shall end upon issuance of the initial notice of adverse benefit determination (or notice of adverse benefit determination following the first-level appeal, as applicable) unless later directed by Company to pay such claims following Company's appeal process. Garner and Company, as the case may be, agree to follow the timeline for appeals set forth in 29 CFR 2560.503-1, as expanded by Section 2719 of the Public Health Service (PHS) Act and its implementing regulations.

d. Garner shall make payments or distributions from the Company Account (for Admin Only Funding Arrangements) or the Payment Account (for Admin + Claims Funding Arrangements), as such Funding Arrangement is specified in the Order Form, in accordance with the framework of policies, interpretations, rules, practices, and procedures set forth in the HRA and as otherwise agreed upon or directed by Company.

e. Garner shall defend against any legal action or proceeding brought against Garner to recover a claim for benefits under the HRA as administered by Garner. If a demand for benefits under the HRA is asserted, or litigation, investigation, or other proceedings are commenced against Garner by a Participant, or by any other party on behalf of a Participant, in connection with the HRA, Garner shall provide notice to the Company as soon as practicable. Garner will select and retain counsel. Company will assume liability for payment of attorneys' fees and costs in connection with the litigation, proceeding, or investigation. If the Company or HRA are also named in the legal action or proceedings, Company and Garner shall both be represented by the same counsel selected by Garner and if a conflict of interest arises, the selected counsel shall continue to represent Garner's interests. Company shall waive any conflict for such representation and retain its own counsel, or separate counsel for the HRA, at its own expense. Each party will provide the other with reasonable cooperation in the defense of any such matter. Garner is authorized to settle or compromise any claim to recover benefits under the HRA arising out of a course of legal

action with the approval of Company, which approval shall not be unreasonably withheld. Under all circumstances, Company shall be liable to pay HRA benefits awarded or paid by settlement, judgment, or otherwise.

1.7 Forfeited Funds. Any unclaimed amounts, including any previous reimbursement checks or other similar methods of payment that have been issued but remain unendorsed, that remain unpaid after one hundred eighty (180) days will be returned to the Company, minus any necessary fees and expenses (such as check cancellation fees) that are incurred by Garner.

1.8 HRA Data. Garner will maintain archival records for seven (7) years during the Term of this Agreement. Following the Agreement's termination and with advance written notice by Company, Garner will cooperate with Company (or Company's subsequent service provider) to effect an orderly transition of services covered by the Agreement. Garner is not required to destroy, erase or modify any archival records that it maintains in the normal course of its business.

1.9 Notice of Litigation. Company shall notify Garner promptly of any summons, complaint, or other communication concerning threatened litigation and any inquiry by any governmental agency that is related to the Company's HRA, unless such notification would be a violation of applicable law.

1.10 Garner not Responsible for Benefits. Garner shall not be liable or use its funds for the payment of benefits under the HRA, including, without limitation, where sought as damages in an action against the Company, Garner or the Plan. Garner is not engaged in the business of insurance and does not insure or underwrite the Company's liability to provide benefits under the HRA, and the Company shall have the sole responsibility and liability for payment of all benefits under the HRA.

II. THE COMPANY'S RESPONSIBILITIES. Responsibilities of the Company in the administration of the HRA shall include the following:

2.1 General Compliance. Although Garner serves as Company's agent for services rendered pursuant to this Agreement, the Company remains the Plan Sponsor and Plan Administrator. Except to the extent expressly delegated or assumed by Garner under this Agreement, Company is solely responsible for compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Internal Revenue Code (the "***Code***"), the Patient Protection and Affordable Care Act (ACA), the Employee Retirement Income Security Act of 1974 ("***ERISA***"), and other applicable laws and regulations.

2.2 Enrollment and Eligibility. The Company shall assist in the enrollment of Participants and provide Garner, at least monthly, with a complete and accurate list of all Participants, and any other demographic and related information that Garner may need to properly administer the HRA pursuant to this Agreement. Company shall promptly notify Garner of all enrollment changes in Participants, including plan changes, terminations, and COBRA elections. Company shall be solely responsible to determine the eligibility of any employee to enroll in the Plan, collect requested enrollment information from employees, and inform Garner of any changes to an employee's enrollment.

Late or incorrect Plan eligibility provided by the Company to Garner may result in erroneous HRA benefit payments. In this event, the Company shall be solely responsible for any such erroneous payment and the Company shall also be solely responsible for collecting any such erroneous payments from the Participant or other individual. If such erroneous payment results in insufficient funds in the Company's account to pay valid claims, Company shall restore such funds immediately.

2.3 Contributions. No Participant contributions through salary reduction or otherwise shall be used to reimburse Company for contributions advanced by the Company to pay benefits under the HRA.

2.4 Amendments. The Company shall provide Garner with a copy of any contemplated amendment to the HRA no less than thirty (30) days prior to the anticipated amendment effective date. However, under no circumstances may Company adopt any amendment that would alter Garner's policies, procedures, or obligations hereunder without prior written consent of Garner.

2.5 Reporting and Disclosure Obligations. Company shall file with the appropriate governmental agencies all required returns, reports, documents, and other papers relating to the HRA. Company shall distribute to Participants all materials and documents as may be necessary for the operation of the HRA or to satisfy the requirements of applicable law and Company shall remain responsible for the final contents of all materials and documents, including the SPD and Summary of Benefits and Coverage ("***SBC***").

2.6 Nondiscrimination. Company will ensure that all Participants in the Plan are eligible for the HRA, and that the same benefits are available to all Participants in the HRA.

2.7 Form 5500 Preparation. Company will file IRS Forms 5500 for employee welfare benefit plans subject to ERISA unless exceptions apply (*i.e.*, certain unfunded welfare benefit plans with fewer than one hundred (100) covered Participants are exempt from filing). Garner will provide information it maintains that is requested by the Company to assist in preparing Forms 5500, to the extent such information is related to such preparation. The parties agree that Garner is not responsible for preparation of Form 5500 for client or provision of advice related thereto.

2.8 PCORI Fees. Company will file IRS Form 720, and shall be solely responsible for compliance with the requirements of the Affordable Care Act pertaining to the Patient-Centered Outcomes Research Institute (PCORI), as well as payment of all costs and fees in connection therewith.

2.9 Garner-Participant Communications. Garner may need to communicate (via email, phone, or other medium) with Participants or Garner-Eligible Employees (or their Garner-Eligible Dependents) to promote and perform the services described in this Agreement, and Company hereby consents thereto. Upon Garner's request, Company will provide its logo in a form and format requested by Garner, which Garner may use for purposes of co-branded communications to employees of Company. Company also consents to Garner's disclosure of Company Plan and Program-specific information via the Platform.

III. COMPANY FUNDING

3.1 Funding Methodology. Depending on the type of Funding Arrangement selected in the Order Form, the Funding Methodology shall apply as follows:

a. **Funding Methodology applicable to Admin Only Funding Arrangements**:

i. Company shall use funds from its general assets to make payments for HRA benefits and Garner's fees and expenses. Company shall not set up a trust or an account in the HRA's name to be used to pay for HRA benefits.

ii. At least two weeks before the start of the first Plan Year covered under this Agreement, Company shall designate and maintain an account (the "***Company Account***") and maintain general assets of Company in the account in an amount equal to one sixth (1/6th) of the expected annual HRA contributions, administrative expenses, and fees payable to Garner (the "***Required Minimum Balance***").

iii. Company shall give Garner the right to debit the Company Account via automated clearinghouse ("***ACH***") transfers in an amount required to make payments to Participants for reimbursement of claims for Garner-Qualifying Expenses, to pay health care providers, and to pay Garner's fees and expenses, as applicable. Garner shall use ACH transfers to pay Garner's fees and expenses no less frequently than on a monthly basis.

iv. Company designates Garner, or such other paying agent as Garner may appoint from time to time ("***Paying Agent***") as Company's Paying Agent for payments made by Company with respect to the Company Account and the transfer and payment of claims, reimbursements, fees, and expenses from the Company Account.

v. Funds collected by Garner from the Company Account shall be transferred to Garner's or Paying Agent's commingled payment account (or temporary account) ("***Interim Account***") designated and established by Garner or Paying Agent as agent for Garner. The payment account will be used to make payments to Participants for reimbursement of claims for Garner Qualifying Expenses, and/or to pay health care providers. Although Company's payment amounts for health care claims to health care providers are held in common with funds from other Garner clients, Garner or Paying Agent shall separately track each such client's funding and payments.

vi. Company will transfer an amount necessary to return the existing deposit balance to the Required Minimum Balance not less than monthly. In the event that funds in the Company Account are inadequate to pay HRA benefits, fees, and/or expenses, Garner shall forward to Company a report itemizing amounts payable for HRA benefits, fees, and/or expenses, and Company shall immediately transfer said amount plus

the amount required to bring the Company Account balance to the Required Minimum Balance. If Company fails to transfer the required amount of funds to the account, Garner may immediately cease payment of claims, suspend its obligations under this Agreement, and may terminate this Agreement. In no event will Garner be obligated to issue claim payments of any kind if the existing deposit balance falls below zero.

vii. All payments to and from the Company Account shall be determined pursuant to this Agreement and will be, or be deemed to be, at the direction of Company. Garner shall exercise no discretion as to the timing or amount of such payments.

viii. Garner shall make available monthly reports to Company itemizing amounts paid or payable for HRA benefits and other HRA expenses, including administrative fees due Garner. Garner shall adjust any claim disputes by Company, or errors detected by Garner or Company, in the report for the next period's payment due after the dispute is resolved or errors identified.

b. **Funding Methodology applicable to Admin + Claims Funding Arrangements**:

i. Company shall use funds from its general assets to make payments for HRA benefits, including the Monthly HRA Funding Amount and other fees and expenses described in Schedule B. Company shall not set up a trust or an account in the HRA's name to be used to pay for HRA benefits.

ii. At least two weeks before the start of the first HRA Year covered under this Agreement, Company shall designate and maintain an account (the "***Company Account***") to make payments for the Monthly HRA Funding Amount and other fees and expenses described in Schedule B.

iii. Company shall give Garner the right to debit the Company Account via automated clearinghouse ("***ACH***") transfers in an amount equal to the Monthly HRA Funding Amount as early as two (2) business days prior to the beginning of each month during the Plan Year. Garner shall transfer such amount to a payment account (the "***Payment Account***") designated and established by Garner for use with Garner clients that purchase the Program. Company funds held in the Payment Account are general assets of Company and are held in the Payment Account for the benefit of Company.

iv. The Payment Account will be used, as necessary, to make payments to Participants for reimbursement of claims for Garner-Qualifying Expenses, to pay health care providers, to pay Monthly Shared Savings and expenses to Garner, and to make any payments due to Garner pursuant to the HRA Year Closing Settlement Payment. The Payment Account will also be used, as necessary, to receive transfers from Garner of Monthly Performance Guarantees and Run-Out Period Payments. Garner will use ACH transfers to make any such transfers into, or out, of the Payment Account, as necessary.

v. Company designates Garner, or such other paying agent as Garner may appoint from time to time ("***Paying Agent***"), as Company's Paying Agent for making payments to Participants for reimbursement of claims for Garner-Qualifying Expenses, and/or for paying health care providers. Funds collected from the Payment Account for such purposes shall be transferred to an Interim Account. Although funds held in such Interim Account are held in common with funds from other Garner clients, Garner or Paying Agent shall separately track each such client's funding and payments.

vi. Company acknowledges and agrees that only general assets of Company may be forwarded, transferred, or otherwise provided by Company to Garner for the Monthly HRA Funding Amount or for any other purpose (*i.e.*, Company shall not hold funds that consist of plan assets subject to ERISA in the Payment Account, or in the Company Account for the paying of the Monthly HRA Funding Amount). Monthly Performance Guarantees and Run-Out Period Payments are transferred to the Payment Account for administrative convenience of Company and remain general assets of the Company and not of the Plan. Although Company funds in the Payment Account may be held in common with funds from other Garner clients, Garner or Paying Agent shall separately track each such client's funding and payments. No funds held for Company in the Payment Account may be used to pay claims or expenses for other Garner customers, nor may funds of other Garner customers be used to pay any claims or expenses of Company.

vii. All payments to and from the Company Account, the Payment Account, and/or the Paying Agent's temporary account, shall be determined pursuant to this Agreement and will be, or be deemed to be, at the direction of Company. Garner shall exercise no discretion as to the timing or amount of such payments.

viii. If Company fails to maintain funds in the Company Account sufficient to satisfy the Monthly HRA Funding Amount, or if Company's balance in the Payment Account is insufficient to make payments to Participants for reimbursement of claims for Garner-Qualifying Expenses, to pay health care providers, to pay Monthly Shared Savings and expenses to Garner, or to make any payments due to Garner pursuant to the HRA Year Closing Settlement Payment, Garner may immediately cease payment of claims, suspend its obligations under this Agreement, and may terminate this Agreement. In no event will Garner be obligated to issue claim payments of any kind if the existing deposit balance in the Company Account falls below the amount necessary to pay the next Monthly HRA Funding Amount or if the existing deposit balance in the Payment Account falls below zero.

3.2 Account Interest and Credits. Garner may receive interest, credits, or other compensation from funds temporarily held in the Payment Account or the Interim Account. Credits are applied to offset account or transactional fees. Garner may retain any interest earned over and above the amount of account or transactional fees, including from funds held in overnight sweep account at money market rates, as additional compensation. Company acknowledges that its monthly administrative fee would be higher but for the credits to offset banking and transaction fees and retention of interest income by Garner.

3.3 Employee Fraud. The Company is solely responsible for making the HRA whole if fraud is committed against the HRA. Garner shall not be responsible for pursuing or correcting any such actions. Company acknowledges and agrees that Garner reserves the right to suspend or terminate any Participant's use of or access to the Program in the event such Participant has violated the Standard Terms.

3.4 Reliance by Garner. Company has authorized and instructed Garner in this Agreement to implement its standard administrative procedures to provide services in accordance with this Agreement. Garner shall be fully protected in relying upon representations by Company set forth in this Agreement and communications made by or on behalf of Company in effecting its obligations under this Agreement. Company and Garner agree that if Company provides Garner with specific written instructions (in a form acceptable to Garner) to provide services in a manner other than in accordance with Garner's standard procedures, Garner may (but need not) comply with Company's written instructions, provided that, to the extent that Garner complies with such instructions, Company and not Garner shall be solely responsible for Garner's actions so taken, and Company agrees to indemnify and hold Garner harmless (including reasonable attorney's fees and costs) and expressly releases all claims against Garner in connection with any claim or cause of action, which results from or in connection with Garner following Company's written instructions.

3.5 Advances. In some instances (e.g., where necessary to avoid delaying reimbursement payments to Participants due to technical or logistical problems affecting funds transfers) Garner may, in its sole discretion, process reimbursement payments to Participants prior to Garner's receipt of the associated funds from Company. Company acknowledges and agrees that (a) any such payments constitute an unsecured, short-term loan made by Garner to Company (and, for clarity, not the Plan), (b) subsequent funds transferred to Garner from Company pursuant to Section III of this Exhibit 1 (*Funding Methodology*) shall be used to repay any such loaned amounts, and (c) failure to repay the loan in full within thirty (30) days from the date of issuance shall result in the assessment of interest on the balance from the date of issuance equal to the lesser of (i) the prime rate, and (ii) the highest rate of interest permitted by law.

3.6 Employer Connect Program Participation. If Garner enters into, or has entered into, an agreement(s) with one of more health system(s) or provider organization(s) in Company's geography (each, a "***Provider Partner***" and, collectively, the "***Provider Partners***") to provide discounted services to Garner clients (the "***Employer Connect Program***"), the terms set forth in Exhibit 4 shall apply unless Company opts out of the Employer Connect Program pursuant to the terms thereof. Company's participation in the Employer Connect Program is not required.

[*Remainder of page intentionally left blank*]

EXHIBIT 2
Business Associate Agreement

THIS BUSINESS ASSOCIATE AGREEMENT (this "**BAA**"), is by and between Company, on behalf of Company's group health plan ("**Covered Entity**"), and Garner, and forms part of the agreement between Garner and Covered Entity relating to Garner's provision of certain services to Covered Entity (the "**MSA**").

RECITALS:

WHEREAS, Garner and Covered Entity have entered into that certain MSA;

WHEREAS, pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (the "**Act**") and the "Health Information Technology for Economic and Clinical Health Act," part of the "American Recovery and Reinvestment Act of 2009" ("**HITECH Act**"), the Department of Health and Human Services ("**HHS**") has promulgated regulations at 45 C.F.R. Parts 160-64, including regulations implementing certain privacy requirements (the "**Privacy Rule**"), certain security requirements regarding electronic media ("**Security Rule**") and certain breach notification requirements ("**Breach Notification Rule**"), each as amended from time to time (the Act, HITECH Act, the Privacy Rule, the Security Rule and the Breach Notification Rule referred to collectively herein as "**HIPAA**");

WHEREAS, Garner may receive, maintain, retain, record, store, transmit, hold, use and/or disclose Protected Health Information (as defined below) in conjunction with the services being provided under the MSA, thus necessitating a written agreement that meets applicable requirements of the Privacy Rule and the Security Rule, and making advisable certain additional agreements regarding HIPAA; and

WHEREAS, Garner and Covered Entity desire to satisfy the foregoing Privacy Rule and Security Rule requirements through this BAA, and otherwise to address related matters regarding HIPAA on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual agreements and undertakings of the parties, and for other good and valuable consideration the sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **Definitions**:
The following terms shall have the following meaning when used in this BAA:

a. "**Breach**" shall have the same meaning as the term "breach" in 45 C.F.R. § 164.402.

b. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.

c. "**Electronic Protected Health Information**" shall mean Protected Health Information that is "electronic protected health information" as defined in 45 C.F.R. § 160.103.

d. "**Individual**" shall have the same meaning as the term "individual" in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.502(g).

e. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, except limited to the information received from Covered Entity, or created, maintained or received on behalf of Covered Entity.

f. "**Unsecured Protected Health Information**" shall mean Protected Health Information that is "unsecured protected health information" as defined in 45 C.F.R. § 164.402.

g. "**Required By Law**" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

h. "**Secretary**" shall mean the Secretary of HHS or the designee of the Secretary of HHS.

i. "**Subcontractor**" shall have the same meaning as the term "subcontractor" in 45 C.F.R. §160.103, except limited to any such individual or entity who creates, receives, maintains, or transmits Protected Health Information on behalf of Garner.

Any capitalized term not specifically defined herein shall have the same meaning as is set forth in 45 C.F.R. Parts 160 and 164, where applicable. The terms "use," "disclose" and "discovery," or derivations thereof, although not capitalized, shall also have the same meanings set forth in HIPAA.

2. **Obligations and Activities of Garner**:

a. Garner agrees to not use or disclose Protected Health Information other than as permitted or required by this BAA or as Required By Law.

b. Garner agrees to use appropriate safeguards and comply, where applicable, with Subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information, and to prevent use or disclosure of the Protected Health Information other than as provided for by this BAA.

c. Garner agrees to report to the Covered Entity any use or disclosure of Protected Health Information not provided for by this BAA, including, without limitation, Breaches of Unsecured Protected Health Information as required at 45 C.F.R. 164.410, and any Security Incident of which it becomes aware. The parties hereto acknowledge and agree that this Section 2(c) constitutes notice by Garner to Covered Entity of the ongoing existence and occurrence of attempted but unsuccessful Security Incidents for which no additional notice to Covered Entity shall be required. Unsuccessful Security Incidents shall include, but not be limited to, pings and other broadcast attacks on Garner's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as such incidents do not result, to the extent Garner is aware, in unauthorized access, use or disclosure of Electronic Protected Health Information.

d. In accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Garner agrees to ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of Garner agree in writing to the same restrictions, conditions, and requirements that apply to Garner under this BAA with respect to such Protected Health Information.

e. Garner agrees to make available Protected Health Information in a Designated Record Set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524.

f. Garner agrees to make any amendment(s) to Protected Health Information in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526.

g. Garner agrees to maintain and make available the information required to provide an accounting of disclosures to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528.

h. To the extent that Garner is to carry out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Garner agrees to comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.

i. Garner agrees to make its internal practices, books, and records available to the Secretary for purposes of determining compliance with HIPAA.

k. In the event Garner determines that there has been a Breach of Unsecured PHI due to Garner's failure to comply with the HIPAA Privacy Rule and/or Security Rule, Garner shall notify Covered Entity of the same, and Covered Entity may choose to have Garner carry out Covered Entity's notification obligations on Covered Entity's behalf where required by law. In circumstances where the Protected Health Information in question includes Social Security numbers or other information posing a risk of identity theft, Garner's mitigation policy shall include reasonable credit monitoring (up to 1 year). To the extent that Garner is responsible under a comparative negligence standard with Covered Entity, Garner shall pay its proportionate share of reasonable costs associated with such notification, advertisement and mitigation events, including but not limited to mailing costs, personnel costs, attorneys' fees, credit monitoring costs, and other related expenses or costs. In addition, Garner shall maintain a record of every non-permitted use or disclosure, breach and/or Security Incident that will enable Garner and Covered Entity to satisfy all of their respective legal obligations.

3. **Permitted Uses and Disclosures by Garner**:

a. Garner may only use or disclose Protected Health Information as necessary to perform the MSA. In addition, Garner is authorized to use Protected Health Information to de-identify the Protected Health Information in accordance with 45 C.F.R. 164.514(a)-(c).

b. Garner may use or disclose Protected Health Information as Required By Law.

c. Garner agrees to make uses and disclosures and requests for Protected Health Information consistent with Covered Entity's minimum necessary policies and procedures.

d. Garner may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except as permitted under HIPAA and specified in subsections (e), (f) and (g), below.

e. Garner may use Protected Health Information for the proper management and administration of the Garner Program or to carry out the legal responsibilities of Garner.

f. Garner may disclose Protected Health Information for the proper management and administration of the Garner Program or to carry out the legal responsibilities of Garner, provided the disclosures are Required By Law, or Garner obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as Required By Law or for the purposes for which it was disclosed to the person, and the person notified Garner of any instances of which it is aware in which the confidentiality of the information has been breached.

g. Garner may use Protected Health Information to provide Data Aggregation services relating to the Health Care Operations of Covered Entity.

4. **Obligations of Covered Entity**:

a. Covered Entity shall notify Garner of any limitation(s) in the notice of privacy practices of Covered Entity under 45 C.F.R. 164.520, to the extent that such limitation may affect Garner's use or disclosure of Protected Health Information.

b. Covered Entity shall notify Garner of any changes in, or revocation of, the permission by an Individual to use or disclose his or her Protected Health Information, to the extent that such changes may affect Garner's use or disclosure of Protected Health Information.

c. Covered Entity shall notify Garner of any restriction on the use or disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 C.F.R. 164.522, to the extent that such restriction may affect Garner's use or disclosure of Protected Health Information.

d. Except with respect to uses and disclosures by Garner of Protected Health Information under Sections 3(e), 3(f) and 3(g), above, Covered Entity shall not request Garner to use or disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity.

5. **Term and Termination**:

a. Term. The Term of this BAA shall commence as of the date on which Garner first receives Protected Health Information in relation to the MSA and shall terminate upon the termination of the MSA to which this BAA is appended as an exhibit or on the date Covered Entity terminates this BAA for cause as authorized in subsection (b) of this Section 5, whichever is sooner.

b. Termination for Cause. Garner authorizes termination of this BAA by Covered Entity upon written notice to Garner if Covered Entity determines Garner has violated a material term of this BAA and Garner has not cured the breach or ended the violation within thirty (30) days of Covered Entity providing written notice thereof to Garner.

c. Obligations of Garner Upon Termination. Upon termination of this BAA for any reason, Garner shall:

(i) Retain only that Protected Health Information which is necessary for Garner to continue its proper management and administration or to carry out its legal responsibilities;

(ii) Destroy the remaining Protected Health Information that Garner still maintains in any form;

(iii) Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Garner retains Protected Health Information;

(iv) Not use or disclose Protected Health Information retained by Garner other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out at Section 3 (e) and (f), above, which applied prior to termination; and

(v) Destroy Protected Health Information retained by Garner when it is no longer needed by Garner for its proper management and administration or to carry out its legal responsibilities.

d. Survival. The obligations of Garner under this Section 5 shall survive the termination of this BAA.

6. **Miscellaneous**:

a. Regulatory References. A reference in this BAA to a section in the Privacy Rule, the Security Rule, or to another provision of HIPAA means the provision as in effect or as amended.

b. Amendment. The parties hereto agree to take such action as is necessary to amend this BAA from time to time as is necessary for the Covered Entity to comply with the requirements of the HIPAA and any other applicable law.

c. Interpretation. Any ambiguity in this BAA shall be resolved to permit compliance with HIPAA.

d. Governing Law and Disputes. The BAA, and all matters arising out of or relating to the BAA, shall be governed by the laws of the State of New York without giving effect to its conflicts of laws provisions, except to the extent New York law is preempted by any provision of federal law, including HIPAA. Each of the parties hereto hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of the State of New York and of the United States of America located in New York, New York for any litigation among the parties hereto arising out of or relating to

the BAA. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT OR RIGHTS IT HAS OR MAY HAVE TO TRIAL BY JURY OF ANY DISPUTE ARISING FROM OR RELATED TO THIS BAA.

e. No Third-Party Beneficiary. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.

f. Controlling Provisions. In the event of any conflict between the terms and conditions of this BAA and the MSA, the provisions of this BAA shall control.

g. Effect. This BAA shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors, assigns, heirs, executors, administrators and other legal representatives.

h. Severability. In the event any provision of this BAA is rendered invalid or unenforceable under any new or existing law or regulation, or declared null and void by any court of competent jurisdiction, the remainder of the provisions of this BAA shall remain in full force and effect if it reasonably can be given effect.

i. Notices. Any notice, consent, request or other communication required or permitted under this BAA shall be delivered pursuant to the notice section set forth in the MSA.

j. Assignment. Neither party hereto may assign this BAA without the written consent of the other party; provided, however that if Garner assigns the MSA to any other party, including a successor-in-interest or an affiliate, this BAA shall automatically be assigned to such party without any action on the part of any person.

[*Remainder of page intentionally left blank*]

EXHIBIT 3

State-Specific Addenda

If Company has Garner-Eligible Employees residing in Arizona, California, Florida, Indiana, Kentucky, Montana, North Carolina, South Carolina or Tennessee, then, solely to the extent required under applicable law and applicable to Company and Garner pursuant to Garner's provision of the Program to Company, the additional terms located at: https://cdn.getgarner.com/static/legal/garner_state_addenda.pdf are hereby incorporated by reference.

[*Remainder of page intentionally left blank*]

EXHIBIT 4

Employer Connect Program Terms

In the interest of lowering the cost of care and improving access to quality healthcare providers for Company's Garner-Eligible Employees and their Garner-Eligible Dependents, the Provider Partners have agreed to discount the services they provide to Company's Garner-Eligible Employees and their Garner-Eligible Dependents, subject to applicable terms or requirements (the "***Discount***"). The Discount will be determined pursuant to an agreement between Garner and each applicable Provider Partner, and the form and manner of the Discount may vary depending on a number of factors, including the applicable Funding Arrangement. Accordingly, the Discount may, for example, be applied via a reduction in administrative fees owed to Garner, or it may, in other cases, be applied via payments from Provider Partners to Company where such payments are based on the amount of Garner-Qualifying Expenses arising out of services rendered by the Provider Partners' licensed medical practitioners (up to certain limits).

Company (a) agrees to disclose its participation in the Employer Connect Program, and the potential effects it may have on the Program, as further described in the next paragraph, to its Garner-Eligible Employees and their Garner-Eligible Dependents in its HRA plan documents and (b) acknowledges that it is in no way required or obligated to direct or recommend that Garner-Eligible Employees and their Garner-Eligible Dependents seek medical care from the Provider Partners' licensed medical practitioners. Company further agrees that (x) if Garner is to act as a conduit for Provider Partner payments to Company, Garner will not exercise any discretion over the disposition of such amounts received from Provider Partners by Garner and any remittance of such funds by Garner to Company shall be deemed to be at the direction of Company; and (y) Garner may share Company Data with Provider Partners solely to the extent reasonably necessary in connection with its provision of aggregated reporting and analytics related to the Employer Connect Program (including, for example, macro-level health plan cost trends).

Further, Company acknowledges that the Employer Connect Program, which may result in cost-savings for Company when its Garner-Eligible Employees and their Garner-Eligible Dependents engage with licensed medical practitioners associated with Provider Partners, may further result in such practitioners' cost efficiencies improving. Accordingly, because Garner's provider analysis takes both cost efficiency and quality of care into account, depending on the quality of care they provide, such practitioners may be more likely to qualify as Garner-Recommended Providers.

Prior to any participation by Company in the Employer Connect Program, Garner will notify Company and provide Company with thirty (30) days to opt out of such program by providing written notice of the same to Garner in response. Company's failure to opt out within such period shall be deemed as Company's acceptance of the terms of the Employer Connect Program and an affirmation of its desire to participate therein. Garner will also provide, upon Company's request, a list of all Provider Partners participating in the Employer Connect Program at that time, as well as, where applicable and required, the basis or calculation for the Discount.

For the avoidance of doubt, if Company opts out of the Employer Connect Program, Company shall not be eligible to receive any Discount.

[*Remainder of page intentionally left blank*]

City of De Pere, Wisconsin

I.14

Request for Common Council Action

MEETING DATE:	October 21, 2025
DEPARTMENT:	Development Services
FROM:	Quasan Shaw, Community & Economic Development Specialist
SUBJECT:	Recommendation from Finance/Personnel Committee to approve a Redevelopment Request for Proposals for Parcel WD-376, generally known as 360 Main Avenue.
RECOMMENDED ACTION:	Staff recommends approval of RFP

Redevelopment Request for Proposal for 360 Main Ave

ATTACHMENTS:
DRAFT 360 Main Ave RFP - 02142024, Memo RFP 360 Main AVE CC -10212025

REQUEST FOR REDEVELOPMENT PROPOSALS
City of De Pere, Wisconsin

360 Main Avenue
City of De Pere

Development Services Department

Issued: _____

Proposals Due: _____ by 4:00PM

DRAFT

A. INTRODUCTION AND SUMMARY

The City of De Pere (City) seeks redevelopment proposals for a development opportunity of approximately 7,200 s.f. City-owned parcel located at 360 Main Avenue (WD-376). The City will consider proposals from qualified developers interested in constructing high-quality development. Proposals must be received by the Development Services Department at City Hall, 335 S. Broadway, De Pere, WI 54115 no later than 4:00 p.m. on December 12, 2025.

B. COMMUNITY OVERVIEW

The approximately 25,000 people, who call the City of De Pere, Wisconsin home, know that the community provides a high quality of life in the Greater Green Bay metropolitan area. The excellent schools, a dynamic downtown, successful business parks, and safe neighborhoods served by ample parks and natural areas have resulted in considerable loyalty and community pride among residents. The residences, businesses, and commercial areas are connected with a transportation and green space network that accommodates cars, bikes, and pedestrians. The beautiful Fox River is the focal point of the City Center and the Claude Allouez Bridge unites the two sides of our dynamic downtown. Whether you are on the east side or west side, historic buildings thoughtfully blend with new redevelopment to provide a mix of housing, employment, shopping, dining, and entertainment.

C. PROJECT BACKGROUND

The City of De Pere continues to experience a downtown renaissance with the recent additions of 102 N. Broadway, the Cobblestone Hotel, the Mulva Cultural Center, 550 William St Building, the Marriott Townplace Suites Hotel, the new city owned parking structure, the new Schneider School of Business, and several other redevelopments on both sides of the Fox River. The City wishes to continue on the success with a potential redevelopment of an infill lot in the Downtown. Recognizing that 360 Main Ave is an important site downtown, there are several desired objectives for any proposed redevelopment. While not seeking to be overly prescriptive on the design and the exact mix of uses, the City requested vision calls for well-designed architecture, as well as a mix of uses that complement the balance of downtown activity and augment the vitality of the downtown. The project may require a contribution package from the City as part of a Development Agreement. The project is currently located in Tax Incremental Financing District No. 9.

Based on the Downtown Plan and the Comprehensive Plan, the Common Council and residents of De Pere have endorsed the following objectives that the project should address:

1. Incorporation of ground-floor commercial use that contributes to an interactive and vibrant pedestrian experience. A square footage amount for commercial use on the ground floor has not been specified and is up to the development team.

2. The development above the ground floor can be a mix of uses that may include residential or commercial uses. Potential development should complement the need for experienced-based retail or commercial activities. Residential units are prohibited on the first floor.

3. The proposed development must exemplify exceptional architecture and sustainable design and construction. The project should complement and be respectful of adjacent land uses.

4. Public parking spaces do not need to be maintained, but parking for the proposed development must be provided. If parking is proposed below minimum Code requirements, a written explanation should be provided that explains why the proposed parking is adequate for the proposed development. The City will be improving the parking lot and alley to the rear of the property concurrent with the redevelopment of the parcel.

5. The property will be offered to the selected developer in the current condition of improvement.

D. DOWNTOWN VISION

In 2010, the City completed a Downtown Master Plan that sets a vision for the future of Downtown De Pere and outlines areas for redevelopment. The City Comprehensive Plan and Zoning Code also establish design and development guidelines. The Downtown Master Plan did not specifically include this site as a redevelopment project. However, redevelopment of the lot aligns with many of the goals of the Downtown Master Plan, including:

Figure 1: Downtown West Bank Plan

- Increasing business and private investment (encourage new private investment)
- Adding life to the District (activate underused sites)
- Creating new neighborhoods downtown (increase residential)
- Advocate for sustainability (infill development)
- Development Targets:
    - Encourage mixed-use developments that incorporate a combination of retail, commercial, office, or residential use
    - Improve physical and relationship connections with St. Norbert College students, faculty, and visitors
    - Upgrade downtown streetscape and gateways.

E. SITE SPECIFIC INFORMATION

1. Address: 360 Main Avenue
2. Property Ownership: City of De Pere
3. Parcel Description:
    i. Acres: 0.16
    ii. Current Use: Vacant
    iii. Site Shape: Rectangle
    iv. Wetlands: None
    v. Frontage: Main Avenue: 72 Feet Alley: 72 Feet

4. *General Site Location:* The redevelopment site is located along the Main Avenue corridor. The Corridor generally consists of multi-story buildings, with commercial uses on the first floor and residential or offices on the upper floors. Traffic volumes along Main Avenue are at 13,800 vehicles per day. The Claude Allouez bridge sees approximately 29,500 vehicles per day. The site is

    i. 500 feet from the Fox River
    ii. 600 feet from St. Norbert College
    iii. 0.5 miles from the Fox River Trail
    iv. 1 mile from I-41
    v. 1.1 miles from Ashland Avenue

5. *Zoning:* The site is currently zoned MX1- Downtown Mixed-Use District. Mixed-use districts are primarily intended to allow a mix of uses within approximately scaled buildings to maintain and promote the desired physical character of the downtown and commercial nodes and corridors within the city. The MX1 district allows storefronts on the ground-story and upper-story residential and office uses. Helpful links to the Zoning Code and Main Street Design Guidelines are provided at the end of this document under 'Resource Links.'

6. *Topography*: The subject property is at grade with Main Avenue, but slopes downward to the north, towards the adjacent alley. The topographical difference was not considered extensive, and it would allow for the potential to have subgrade parking accessed from the alley without dedicating a large amount of space to a ramp. A GIS topographical map is presented on the following pages.

7. *Flood Zone:* The subject property is not located in the flood zone.

8. *Utility:*

    i. Water: The site is served by 12" water line in Main Ave, based on historical records, a water lateral was capped at the back of the sidewalk. The lateral size and system will need to be evaluated to determine if it is adequate for a sprinkler system for the proposed future building. We can assist a fire flow test in the area to verify system pressures. This can be facilitated with the Water Department.

    ii. Sanitary Sewer: Sanitary sewer is located in the alley north of the site. The sewer is a 30" clay sewer.

DRAFT

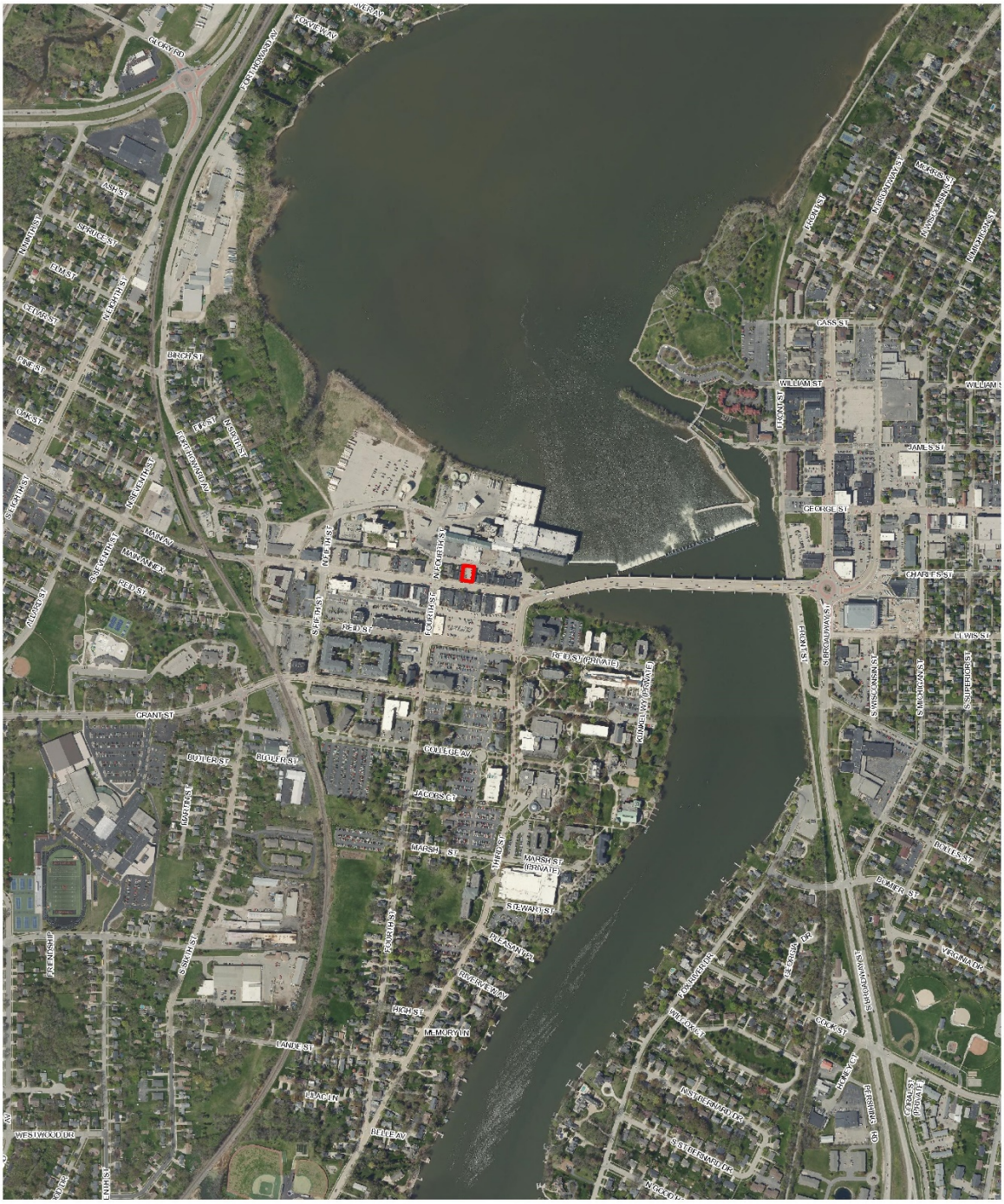
iii. Stormwater: The site itself is 7,200 s.f., so no numeric stormwater requirements will apply, but a stormwater inlet is located immediately adjacent to the alley.

F. SITE-SPECIFIC PICTURES

DRAFT

G. MAPS

Location Map



360 Main Ave Redevelopment Site

This map was produced utilizing a variety of sources the City of De Pere reasonably believes are reliable, including GIS data, some of which was under development at the time this map was produced. The City of De Pere makes no warranty, either expressed or implied, including no warranty as to fitness for a particular use, of the information contained in or comprising, this map. LA 09/30/2025

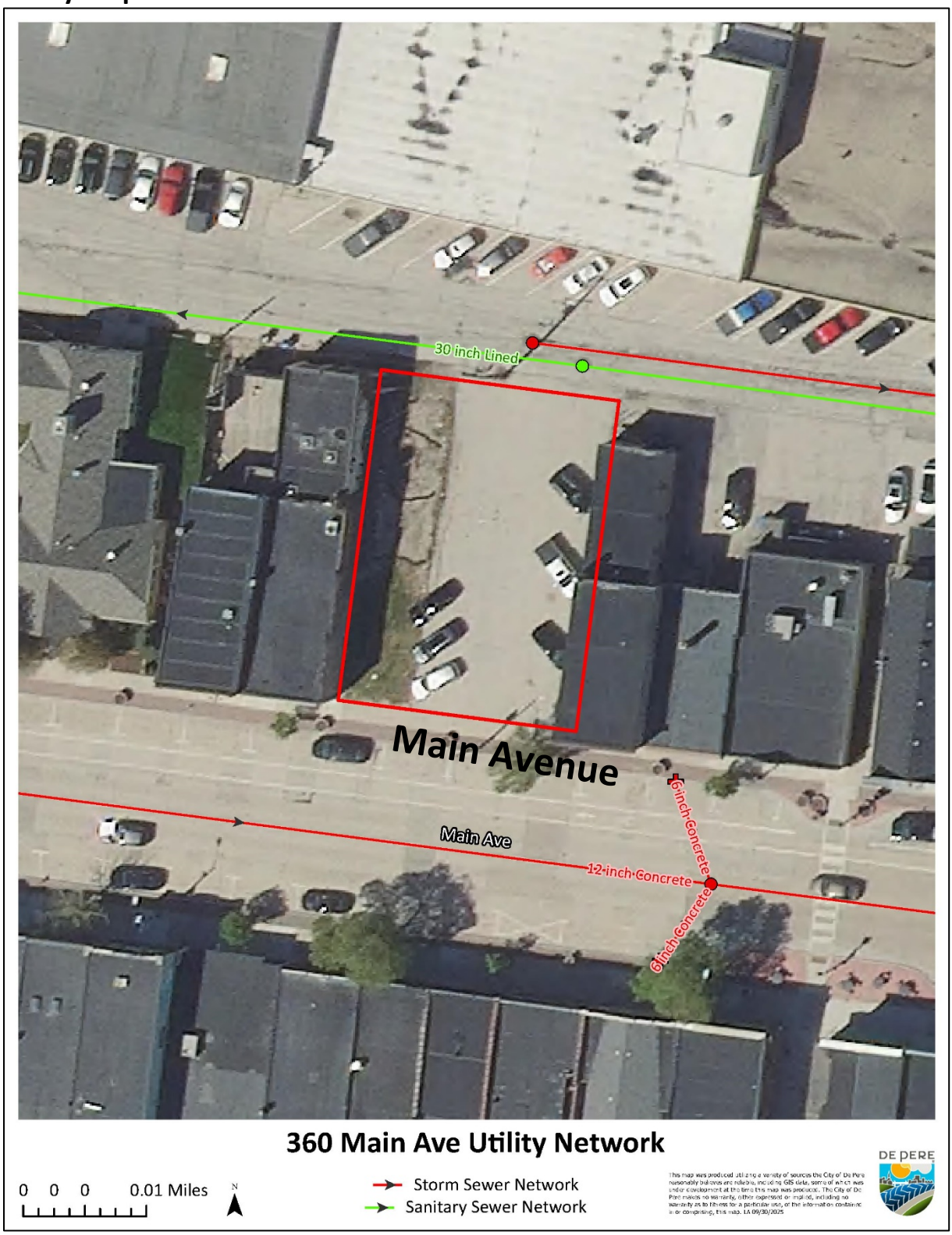
Site Map

360 Main Ave Redevelopment Site

0 0.03 0.05 0.1 Miles

This map was produced utilizing a variety of sources the City of De Pere reasonably believes are reliable, including GIS data, some of which was under development at the time this map was produced. The City of De Pere makes no warranty, either expressed or implied, including no warranty as to fitness for a particular use, of the information contained in or comprising, this map. LA 09/30/2025

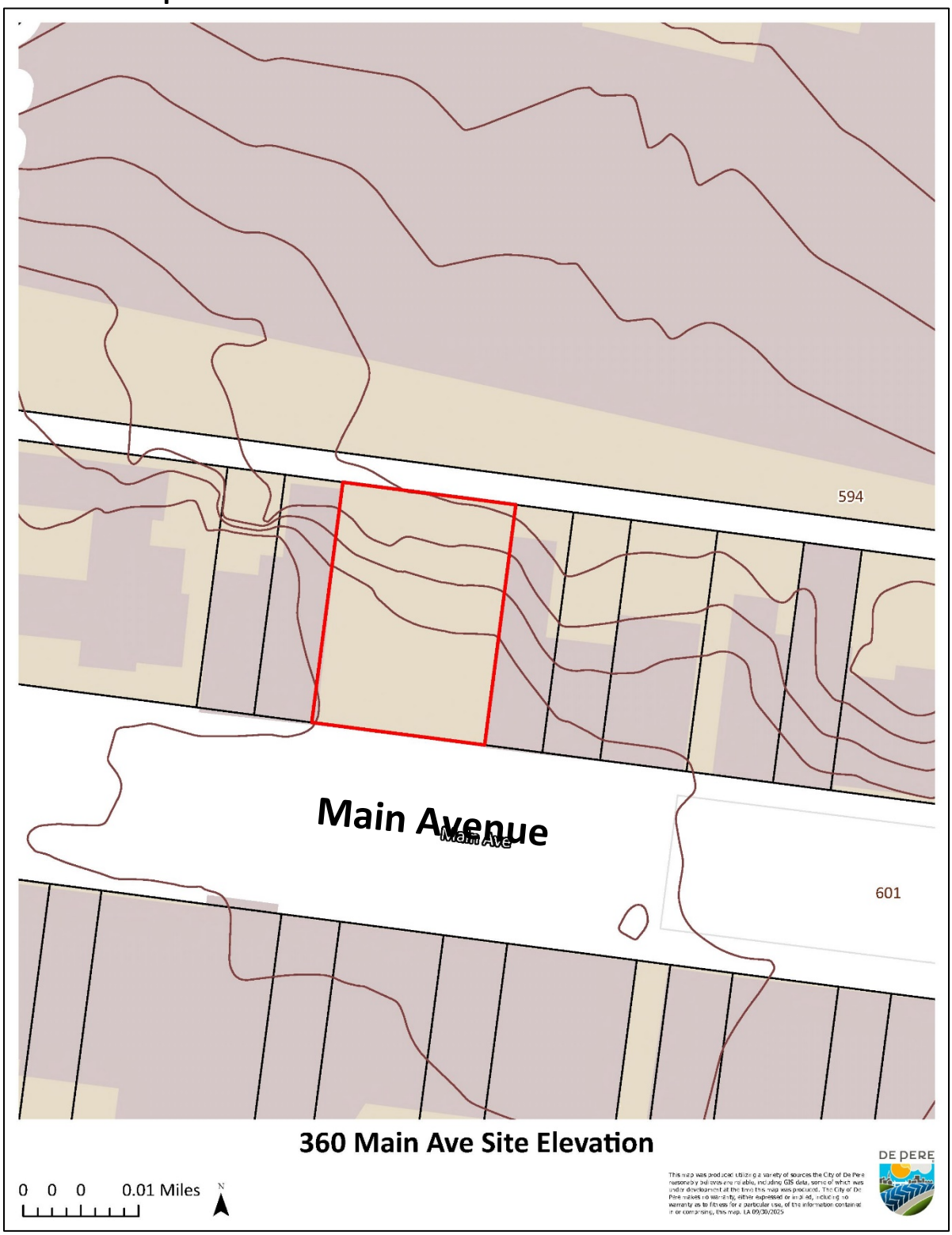
Utility Map


30 inch Lined
Main Avenue
Main Ave
12-inch Concrete
6-inch Concrete
6-inch Concrete
360 Main Ave Utility Network
0 0 0 0.01 Miles
N
Storm Sewer Network
Sanitary Sewer Network
DE PERE

Zoning Map

Main Avenue
Main Ave
360 Main Ave Zoning
0 0 0 0.01 Miles
N
MX1: Downtown Mixed-Use District
I: Industrial
DE PERE

Elevation Map



H. ENVIRONMENTAL CONDITION

The City completed a Phase 1 and Phase 2 Environmental Site Assessments (ESA) that identified soil contamination as a result of historic fill. The City worked with an environmental consultant to identify the area of impact and will work with the selected developer to remediate the site to a level sufficient to be developed.

I. SITE VISITS

Site visits can be conducted as needed. Since the site is currently used as a parking lot there is no need to schedule a meeting with the City.

J. SUBMITTAL QUESTIONS

All questions shall be submitted in written form to the contact information provided below by November 14, 2025. Answers will be provided, via the City website as a part of addenda to the RFP as they become available. Multiple addenda may be released.

K. Submission Requirements

The City wishes to evaluate each proposal under the same uniform review standards. Proposals for this project should be organized in the following order and contain all of the following information: Respondent shall submit one (1) electronic copy in PDF format through the City's online portal. In order to be considered, proposals must be received no later than 4:00 PM, Central Time, Friday, December 12, 2025, and delivered to:

Quasan Shaw
Economic Development Planner
qshaw@deperewi.gov
or
Economic Development / De Pere, Wisconsin (deperewi.gov)

Proposals should include all of the following:

1. *Title Page:* Display the proposal title, name of the firm, address, telephone number(s), name and email address of a contact person, date, and any other pertinent firm information.
2. *Firm / Developer Qualifications*
    i. Team: Identify the lead firm and contact individual. Provide resumes of all team members anticipated to participate in the project.
    ii. Experience: Provide a detailed list of at least three projects with references detailing relevant development projects related to urban infill and/or brownfield development within the past ten years.
    iii. Financial Viability: Provide a statement that indicates the financial capability to accomplish the project.

3. *Project Proposal*

   i. Project proposal: Provide a detailed description of the proposed project.

   ii. Concept site plan: Provide a site plan that provides basic site information including totals for building size, site coverage, parking, and a summary of the square footage of uses.

   iii. Conceptual Elevation: Conceptual elevation renderings of the development including building footprint, parking, circulation, and massing.

   iv. Financial Analysis: Provide estimated development/construction costs (including site acquisition), the anticipated financial profile of the development (stack), and projection of expected tax value.

   v. Project Timeline: Provide an estimate of the project timeline including acquisition, design development, permits, construction, building completion, and projected tenancy. Include any perceived challenges or other projects that may limit the developer's ability to complete the project in a timely manner.

4. *City Participation*

   i. Site Acquisition: The estimated value of the site is $180,000. The City is open to considering selling the property at fair market value or including all or part of the market value as part of a City development incentive for the project.

   ii. Development Assistance: The subject property is within the City's Tax Increment District No.9. Desirable projects that would not be completed without tax increment financing may be eligible to receive financial assistance. However, projects that do not require the use of tax increment financing may be scored higher. Describe the type and amount of (if any) City of De Pere economic development assistance being requested for the project. The City of De Pere anticipates assistance with the removal of the contaminated soil but won't remove the soil and fill with clean soil prior to the development in order for cost savings to the developer.

L. SELECTION PROCESS

The following describes the anticipated general review process.

1. Selection Committee Proposal review
2. Staff recommendation to the Finance and Personnel Committee
3. Common City approval of the selected developer
4. Finalize/execute Development Agreement

M. SELECTION CRITERIA

The selection process will involve the following primary steps. Applicants should carefully examine the entire RFP, any addenda, and all related materials and data referenced in the RFP. Applicants should become fully aware of the nature of the work and the conditions while performing the work.

Each of the following review criteria will be taken into consideration in the evaluation of the proposals. The proposals evaluation will be weighted as shown below:

1. Completeness of Proposal: The proposal must address each item outlined in the proposal requirements. (5%)
2. Design / Appropriateness of Proposed Use: The extent to which the proposal achieves the City's goals, objectives, and overall vision of the Downtown Plan. (40%)
3. Project Feasibility: The financial and technical feasibility of the anticipated project and its long-term viability. The proposal must demonstrate a thoughtful and realistic understanding of the potential market demand as well as a thorough understanding of the development review process. (25%)
4. Financing Assistance: The City will consider participation in terms of land acquisition price and development assistance. However, those projects that do not require City participation may be scored higher. (20%)
5. Capability / Track Record of Developer: Demonstrated ability to complete a development project in urban environments from concept to construction. (10%)

The selection team will recommend a development proposal and team to the Common Council based on the Selection Criteria.

The Common Council reserves the right to reject any and all proposals and select a development team of their choosing. When a selection decision is made, the City expects to enter into negotiations with the selected developer to complete a development agreement. Upon approval and execution of a development agreement, all other development teams will be notified of the selection in writing. The selected development team will be responsible for acquiring all additional approvals including but not limited to site plan and building permits. The City is committed to a cooperative working relationship with the selected development team to ensure the zoning and entitlements will work for the City and the development. NOTE: The example entitlement process is included as an exhibit to this RFP.

N. TENTATIVE TIMELINE

The following is the conceptual timeline for the process (subject to change):

Release of Request for Redevelopment Proposal	October 24, 2025
Written questions submitted to qshaw@deperewi.gov	November 14, 2025
Reponses to questions available	November 21, 2025
Submission deadline by 4:00 p.m.	December 12, 2025
Follow Up Information and Developer Interviews (if needed)	December 19, 2025
Presentation of Proposal(s) to Finance/Personnel Committee	January 13, 2026
Development agreement Recommendation to Common Council	TBD

O. De Pere Resource Links

City of De Pere: https://www.de-pere.org/

Comprehensive Plan, Downtown Master Plan, Cultural District Master Plan Historic Neighborhood Preservation Plan: https://www.de-pere.org/egov/apps/document/center.egov?view=item&id=730

Zoning Code (Chapter 14):
https://library.municode.com/wi/de_pere/codes/code_of_ordinances?nodeId=PTIIMUCO_CH14ZOOR

Business Districts:
https://library.municode.com/wi/de_pere/codes/code_of_ordinances?nodeId=PTIIMUCO_CH14ZOOR_ARTVIIBUDI

General Requirements:
https://library.municode.com/wi/de_pere/codes/code_of_ordinances?nodeId=PTIIMUCO_CH14ZOOR_ARTXGERE

Design & Development Standards:
https://library.municode.com/wi/de_pere/codes/code_of_ordinances?nodeId=PTIIMUCO_CH14ZOOR_ARTXIIDEDEST

De Pere Municipal Ordinance: https://library.municode.com/wi/de_pere/codes/code_of_ordinances

De Pere Chamber: http://deperechamber.org/

Definitely De Pere: http://definitelydepere.org/

P. STATEMENT OF RIGHTS AND UNDERSTANDING

The City reserves, and may, in its sole discretion, exercise the following rights and options with respect to this RFP:

1. To accept, reject, or negotiate modifications to, any and all proposals;
2. Submission of a proposal does not bind the City to any action or any applicant;
3. To issue clarifications and propose addenda;
4. To modify any timeline;
5. To negotiate with one or more applicants;
6. To select any submission as the basis for negotiations and to negotiate with applicants for amendments or modifications to their submission;
7. To conduct investigations with respect to the qualifications of each applicant;
8. All materials submitted in response to this RFP become the property of the City;
9. The City is not responsible for costs associated with preparing proposals;
10. No legal liability is assumed or shall be implied with respect to the accuracy or completeness of this RFP. This RFP has been prepared by the City and does not purport to be all-inclusive or to contain all of the information a prospective applicant may desire. No legal liability is assumed or shall be implied with respect to the accuracy or completeness of this RFP.

CITY OF DE PERE
MEMO

To: Finance and Personnel Committee
From: Quasan Shaw, Economic Development Planner
Date: October 21, 2025

RE: Recommendation from Finance/Personnel Committee to approve a Redevelopment Request for Proposals for Parcel WD-376, generally known as 360 Main Avenue.

Project Background

In April 2020, the Common Council authorized City staff to acquire Parcel WD-376 (360 Main Avenue). The City purchased the parcel on May 22, 2020. Later in June, the Council also authorized staff to acquire Parcel WD-377 to combine the parcels to create a single redevelopment site.

Staff presented the site to an existing Main Avenue business to gauge their interest in expanding their business to a larger facility on the subject site. They expressed that due to COVID and concerns for other business uses in the area that they would not expand at this time. Staff also heard from several other downtown property owners along Main Avenue and they expressed that the site could be a difficult or challenging site for a residential-only development due to the alley and paper mill directly to the north. The City is planning to improve the alley between the Main Avenue buildings and the paper mill. The alley improvements will include reconfiguring public and private parking arrangements, increasing alley lighting, and resurfacing or reconstruction of the drive lane. The improvements are scheduled for 2026. Furthermore, market studies suggest that the office environment in the region, state, and county is currently oversaturated and could be a struggle to fill the site as a standalone user. As such, staff is unsure as to what type of use would be the highest and best use of the site but anticipates that a proposed development would likely be a mix of uses.. Uses could include but are not limited to shop/restaurant combinations, open-air restaurants, micro-breweries, brew-pubs, etc.

Subject Site Description:
See Section E of the attached draft RFP for a detailed description of the site.

City Plans:
See Section O of the attached draft RFP for an overview of the City guiding documents related to this site.

Targeted RFP Solicitation
In past RFP developments, the City typically places the RFP on the City webpage and then sends to several economic development organizations. These efforts usually result in one to three total responses. Therefore development services staff proposes to send the RFP to a targeted list of developers.

Development Request for Proposals/Site Questions
A successful RFP should include as much information as possible to yield realistic responses from potential developers that meet the City's vision for the property. A draft RFP is provided for committee review and comment.

Staff Recommendation
Staff recommends approval of the RFP.

If you have any questions prior to the meeting, feel free to contact me.

City of De Pere, Wisconsin

I.15

Request for Common Council Action

MEETING DATE:	October 21, 2025
DEPARTMENT:	Public Works
FROM:	Scott Thoresen, Public Works Director
SUBJECT:	Resolution #25-112 Authorizing one-year Lease Agreement with KK Integrated Logistics, Inc. (Equipment Storage Warehouse).
RECOMMENDED ACTION:	Staff is recommending entering into a lease with KKIL for vehicle storage at 1717 Lawrence Dr

The Board of Public Works at the October 13, 2025 meeting approved a one year lease agreement with KK Integrated Logistics for Equipment Storage Warehouse and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:
Reso25-112, DOC091525-09152025172537, BOPW Equipment Storage

RESOLUTION #25-112

AUTHORIZING LEASE AGREEMENT BETWEEN KK INTEGRATED LOGISTICS, INC.
AND THE CITY OF DE PERE
(Equipment Storage Warehouse)

WHEREAS, KK Integrated Logistics, Inc. (KKIL, Inc.) has leased space for City's storage of off-season Public Works' equipment, but since that location was needed for another use by the lessor, the lease terminated; and

WHEREAS, the parties have renegotiated a new one-year lease at another facility owed by KKIL, Inc., which has the storage capability of 3,400 square feet at a rate of $.30/square foot, for a total of $1,020.00/month, pursuant to the terms and conditions of the attached Lease Agreement; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Common Council hereby authorizes the City Manager to enter into the Lease Agreement Between the City of De Pere and KK Integrated Logistics, Inc. for equipment storage as is attached hereto, including any subsequent renewals thereof, provided the terms and conditions are substantially similar and sufficient funds have been budgeted therefor.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of October, 2025.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 10/13/2025

LEASE AGREEMENT
BETWEEN THE CITY OF DE PERE AND KK INTEGRATED LOGISTICS, INC.

This Lease Agreement ("Lease") executed as of the last date set forth herein below, by and between KK Integrated Logistics, Inc., a Wisconsin corporation with its principal offices located at 962 1st Street, Menominee, Michigan 49858, referred to as "Landlord", and City of De Pere, a Wisconsin municipal corporation, 335 S. Broadway Street, De Pere, Wisconsin 54115, referred to as "Tenant".

IN WITNESS WHEREOF, Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by Tenant, hereby leases exclusively to Tenant those premises described as approximately 3,400 square feet of vehicle and equipment storage located at 1717 Lawrence Drive, De Pere, Wisconsin 54115 (the "Premises").

1.0 TERM:

The term of this Lease shall be for a one-year period commencing October 1, 2025, and ending on September 30, 2026.

2.00 RENTAL:

2.01 Rental amount shall be based on a $0.30 per square foot multiplied by 3,400 square feet for a total monthly rate of $1,020.00. The rental amount for the one-year term shall be payable in two installments, which are due and payable as follows: (i) the amount of $3,060.00 on or before October 15, 2025 and (ii) the amount of $9,180.00 on or before January 15, 2026.

2.02 Upon mutual agreement of Tenant and Landlord, Tenant shall have the option to extend this Lease for a one (1) year term at a rental rate of $1,120.00 per month. Payment of the rent shall be made on or before the first of each month or as otherwise agreed to by parties. To exercise its option to extend the Lease for an additional term, Tenant shall provide written notice of its intent to extend at least forty-five (45) days prior to the expiration of the lease term.

2.02 Tenant understands that the building has electrical power that can be used by the Tenant with the permission of Landlord.

3.00 POSSESSION:

3.01 It is understood that Tenant shall be allowed to take possession of the building in September of 2025 upon signing of this Lease and payment of the first installment provided for in Section 2.01.

3.02 It is understood between Tenant and Landlord that the Premises shall be used for storage of vehicles and related mechanical equipment. No hazardous materials or other stockpiling of bulk materials may be stored on the Premises.

4.00 OBLIGATIONS OF LANDLORD AND TENANT:

4.01 Landlord shall keep the Premises in good order and repair. The Tenant shall clean the Premises upon removal of the equipment and repair any damages caused by Tenant.

4.02 Landlord hereby warrants that Tenant shall enjoy peaceful possession during the term of this Lease and while Tenant performs all of the terms and conditions herein agreed to be performed by said Tenant.

4.03 Tenant shall obey all lawful orders, rules and regulations of the City of De Pere, Brown County and/or State of Wisconsin, as applicable.

4.05 Landlord shall have the right to inspect the Premises at all reasonable times, and if Tenant fails to keep the Premises in reasonably clean condition, including the removal of all grease, trash and garbage, Landlord may clean the Premises and remove the aforesaid items and charge the costs to Tenant.

4.06 Tenant shall not assign the Lease with respect to the property, or in any way sublet the Premises.

4.07 Tenant expressly agrees to quit and deliver up the Premises to Landlord peaceably and quietly at such time as the term of this Lease expires and deliver the keys to Landlord; and Tenant further agrees to surrender possession of the Premises to Landlord in good condition and repair, ordinary wear and tear excepted.

4.08 Tenant shall maintain liability insurance covering such property, for injury to person and for damage to property, in the minimum amount of One Million Dollars ($1,000,000) per occurrence and One Million Dollars ($1,000,000) aggregate, with an insurance company acceptable to Landlord; Tenant shall cause said coverage to name Landlord as additional insured and shall cause memorandum copies of said coverage to be sent to Landlord. The foregoing insurance coverage shall contain standard forms, riders, or endorsements waiving subrogation rights. Landlord shall maintain separate liability insurance for such property, for injury to person and for damage to property, in the minimum amount of One Million Dollars ($1,000,000) per occurrence and One million Dollars ($1,000,000) aggregate; Landlord shall cause said coverage to name Tenant as additional insured and shall cause memorandum copies of said coverage to be sent to Tenant. The foregoing coverage shall contain standard forms, riders, or endorsements waiving subrogation rights. Tenant shall also be responsible for insuring its own equipment and property stored at the Premises.

4.09 Tenant shall indemnify Landlord against all claims, liability, loss or damage whatsoever on account of any such loss, injury, death or damage arising out of the negligence or intentional misconduct of Tenant or any employee or agent of Tenant. Landlord shall indemnify Tenant against all claims, liability, loss or damage whatsoever on account of any such loss, injury, death or damage arising out of the negligence or intentional misconduct of Landlord or any employee or agent of Landlord.

4.10 Notwithstanding any other portions of this Lease, nothing contained herein is intended to waive or estop the Tenant from relying upon the limitations, defenses and immunities contained within Section 345.05 and 893.80, Wis. Stats.; To the extent that indemnification is available and

enforceable, the City shall not be liable in indemnity, contribution, or otherwise for an amount great than the limits of liability of municipal claims established under Wisconsin law.

4.11 Tenant shall keep its own property insured for any loss, including fire and extended coverage. Tenant does hereby covenant and agree with Landlord that it will obtain a waiver from any insurance carrier with which Tenant carries property loss and fire insurance and/or extended insurance coverage covering Tenant's property and improvements, releasing its subrogation rights as against Landlord.

4.12 Tenant shall, in case of fire or other damage to the Premises, or if any building on the Premises shall be declared unsafe by any lawful authority, give prompt written notice thereof to Landlord, who shall thereupon cause the damage or unsafe condition to be repaired; provided, however, Landlord shall not be obligated to conduct repairs if such damage or unsafe condition was not caused by Landlord, in which case the Lease may be terminated by Landlord.

4.13 In the event the Premises are partially damaged or destroyed by fire or otherwise or declared unsafe by lawful authority, in an amount less than fifty percent (50%) of the total square feet of floor space, the rent shall be reduced by an amount which bears the same proportion to the total rent as the number of square feet of damage or destroyed or unsafe floor space of the Premises bears to the total number of square feet of floor space of the Premises. Such reduction shall continue from the date of giving written notice to Landlord until repairs are completed.

4.14 If the damages or destruction or unsafe condition exceeds fifty percent (50%) of the total square feet of floor space, the rent shall be payable to the date of Tenant's giving written notice of such damage or destruction and shall thereupon cease until such time as the Premises are restored by the Landlord. In the event the Premises cannot be or are not repaired or restored to their former condition within one hundred and eighty (180) days from the date of the damage or destruction or notice of unsafe condition, Tenant or Landlord may at its option, terminate this Lease by giving written notice to the other party of the damages, destruction or unsafe condition.

5.00 GENERAL PROVISIONS:

5.01. During the Lease extension period provided in paragraph 2.02, Tenant shall have the right to terminate this Lease for any reason or for no reason upon 90 days written notice thereof to Landlord. Once terminated, no further rental payments shall be due under the Lease unless Tenant is in default of any payment due prior to the effective date of termination of the Lease.

5.02 If any rents shall be, and remain, unpaid when due, or if Tenant violates or defaults in any of the covenants and agreements contained herein, and such non-payments or violation or default continues for a period of fifteen (15) days, Landlord may cancel this Lease Agreement upon giving fifteen (15) additional days' written notice of cancellation and may, thereafter, re-enter the Premises. Landlord shall have the further right to secure a tenant at the highest available rental for the Premises. Tenant agrees to pay to the Landlord, during remainder of such lease term, any deficiency arising from such reentry and re-letting of the Premises at the highest available rental, if said rental is less than that prescribed herein. Tenant shall pay such deficiency each month as the amount

thereof is ascertained, plus all reasonable costs, attorney fees, and expenses in enforcing the terms and conditions of this Lease Agreement.

5.03 Any notice required by either party shall be in writing and shall be sufficiently given if personally served upon the other party, or if sent by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

LANDLORD:
KK Integrated Logistics, 111c.
962 1st Street
Menomonee, MI 49858-3234

TENANT:
City of De Pere
335 S. Broadway Street
De Pere, WI 54115

Landlord and Tenant may from time-to-time designate replacement addresses by written notice to the other party.

5.04 If any term, covenant, condition or provisions of this Lease, or the application thereof, to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease or application of such term or provision to persons or circumstances other than those as to which it is held invalid shall not be affected and all other provisions of this Lease to remain in full force and effect.

5.05 This Lease shall be construed and interpreted by the laws of the State of Wisconsin.

5.06 This Lease constitutes the parties' complete agreement and may only be modified, amended or added after the date of this Lease by a written instrument executed by both parties.

5.07 If any voluntary or involuntary petition or similar proceeding under any section or sections of any bankruptcy or receivership act, state or federal, shall be instituted to declare Tenant insolvent or unable to pay its debts, Landlord may elect, if such event continues for a period of fifteen (15) days, but not otherwise, and with or without notice of such election, and with or without entry or other action by Landlord, to terminate this Lease.

5.08 INTENTIONALLY OMITTED.

5.09 The covenants, conditions and agreements contained in this Lease shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, executors, administrators, successors and such assigns as may be permitted hereunder.

IN WITNESS WHEREOF, Landlord has hereunto set their hands and seals this 15th day of September, 2025.

KK INTEGRATED LOGISTICS, INC.

By:

Cynthia Kuber, President

IN WITNESS WHEREOF, Tenant, by its authorized municipal officers, has hereunto caused this Lease Agreement to be executed by such officers, by its authority this _____ day of _____, 2025.

CITY OF DE PERE

By:

_____

Kimberly T. Flom, City Manager

_____

Carey E. Danen, City Clerk

CITY OF DE PERE
MEMO

To: Board of Public Works
From: Tony Fietzer, Street Superintendent
Date: September 29, 2025
RE: Consideration and possible action on leasing an equipment storage warehouse*

The city has outgrown our storage capabilities at the Municipal Services Center and requires us to secure covered equipment storage off site. The City was leasing a storage area from KK Intergrated Logisitics, (KKIL) warehousing for 6000 square feet at .30¢/sq ft. The lease expired and KKIL needed the storage location for other storage.

In discussion with KKIL, approximately 3400 sq ft became available at the old Shopko Distribution Center, 1717 Lawrence Dr. De Pere, WI. The storage is less than we previously rented but our need for storage and location works for our operations. Staff is continuing to locate and research additional storage locations.

Attached is the proposed lease agreement agreed upon between KKIL and our City Attorney.

Staff is recommending entering into a lease with KKIL for vehicle storage at 1717 Lawrence Dr., De Pere, WI 54115

City of De Pere, Wisconsin

I.16

Request for Common Council Action

MEETING DATE:	October 21, 2025
DEPARTMENT:	Public Works
FROM:	Scott Thoresen, Public Works Director
SUBJECT:	Resolution #25-113 Authorizing Contractor Agreement with GFL Environmental Services USA, LLC (2026-2028 Garbage & Recycling Dumpster Corral Collection Services).
RECOMMENDED ACTION:	Motion to Approve.

The Board of Public Works at the October 13, 2025 meeting approved a three year service contract with GFL Environmental for Dumpster Corral Collection Services and moved to send it to the Common Council for approval. The motion passed with a 5-0 vote.

ATTACHMENTS:
Reso25-113, GFL Environmental Services-Dumpster Collection Services10-15-25, BOPW-Collection Services_, 2025 Garbage Recycling Dumpster Collection Services Bid Summaries

RESOLUTION #25-113

AUTHORIZING AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
THE CITY OF DE PERE AND GFL ENVIRONMENTAL SERVICES USA, LLC
(2026-2028 Garbage & Recycling Dumpster Corral Collection Services)

WHEREAS, the City of De Pere is in need of garbage and recycling dumpster collection services at five designated dumpster corrals in the city; and

WHEREAS, GFL Environmental Services USA, LLC has available and offers to provide personnel and equipment necessary to accomplish the garbage and recycling dumpster collection services, subject to the terms and conditions of the Agreement for Contractor Services attached hereto; and

WHEREAS, the Board of Public Works has reviewed this matter and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The City Manager and City Clerk are authorized and directed to enter into such Agreement for Contractor Services as is attached hereto, subject to such changes as deemed necessary by the City Attorney, with the option of two subsequent renewals in additional one-year periods thereafter, provided that the terms are substantially similar, and the appropriate funds are budgeted therefor.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of October, 2025.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 10/13/2025

AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE CITY OF DE PERE AND GFL ENVIRONMENTAL SERVICES USA, LLC

(2026-2028 Garbage & Recycling Dumpster Collection Services)

THIS AGREEMENT made and entered into this _____ day of _____, 2025, by and between the City of De Pere, Wisconsin, a Wisconsin municipality ("City"), and GFL Environmental Services USA, Inc., a foreign limited liability company authorized to conduct business in the State of Wisconsin ("Contractor").

I. SCOPE OF CONTRACTING SERVICES

Contractor agrees to perform garbage and recycling dumpster collection services for a three-year period (2026-2028) as described in the City's Request for Proposals, dated July 24, 2025, attached hereto and incorporated as Exhibit A. No standard terms or conditions of Contractor's Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail.

At its option, the City may extend this Agreement for two additional years in one-year increments. Either party may terminate this Agreement, without cause, by providing 90-days written notice to the other party.

II. COMPENSATION

Contractor shall be paid as provided in Contractor's Proposal dated September 10, 2025, attached and incorporated herein as Exhibit B. Contract shall invoice the City monthly at the unit rates for the work listed in Exhibit B. Invoices shall include an itemization as to dates, locations and number of pick-ups for each container. Contract expressly agrees that no interest assessment will be charged for goods and/or services provided if payment is made by the City within 60 days of acceptance of the goods and/or services or receipt by the City of a properly completed invoice, whichever date is later.

After the initial term of the Agreement, any changes to the prices quoted in Exhibit B shall be submitted in writing by the Contractor at least 60 days prior to the expiration of the current term of the Agreement or the current pricing then in effect shall remain for the next 12-month renewal period. Pricing shall remain firm for each 12-month period.

The City may, at its sole option, accept the new pricing or elect to cancel the Agreement and resolicit bids.

III. INSURANCE

The firm shall be required to provide the following limits of liability for insurance coverage shall for not less than the following

Workers' Compensation:

State:	Statutory
Applicable Federal (e.g., Longshoreman's):	Statutory
Employer's Liability:	$ 1,000,000

Contractor's General Liability shall be written on the most current ISO CG 00 01 or equivalent form and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

a. General Aggregate (on a per project basis)	$ 2,000,000
b. Products – Completed Operations Aggregate	$ 2,000,000
c. Personal and Advertising Injury	$ 1,000,000
d. Each Occurrence (Bodily Injury and Property Damage)	$ 1,000,000

e. Property Damage liability insurance will provide
Explosion, Collapse, and Under-ground coverages where applicable.

f. Excess or Umbrella Liability

General Aggregate	$ 5,000,000
Each Occurrence	$ 5,000,000

Automobile Liability:

g. Combined Single Limit of	$ 1,000,000

Contractual Liability coverage as provided in the most current CG 00 01 or equivalent form. Policy shall be free of any endorsement or language limiting contractual liability coverage beyond the limitations of CG 00 01.

The limits of liability as set forth herein shall be periodically reviewed and adjustments made so as to provide insurance coverage in keeping with increases in the Consumer Price Index and what is deemed to be prudent and reasonable by the County or its representatives. In the event that the County determines that the limits need to be adjusted at some time after the initial term of the contract, the County shall give notice to the contractor in writing of the new limits and the Contractor shall make such adjustments to its insurance coverage within 60 day of such notice.

A valid Certificate of Insurance shall be issued to the City prior to commencement of work and meeting the requirements listed to avoid any interruption of normal business services and transactions. Certificates must bear the signature of the insurer's authorized representative.

The insurance certificate must be issued by companies licensed to do business in the State of Wisconsin or signed by an agent by the State of Wisconsin.

The certificates of insurance shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the City.

The certificates of insurance shall include reference to the contract name or RFP number in the description section of the certificate.

The certificate of insurance will be delivered to City prior to the execution of the contract to:

Street Superintendent
City of De Pere
925 South Sixth Street
De Pere, WI 54115

IV. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the City, its officers, agents and employees from and against all claims, damage, losses, and expenses including reasonable attorney's fees arising out of or resulting from the performance of the work specified in this Contract, provided that any such claim damage, loss or expense is caused in whole or in part by any negligent or intentional act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

V. LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

1. LAWS TO BE OBSERVED. The Contractor shall at all times observe and comply with all federal, state, and local laws, regulations and ordinances which are in effect or which may be placed in effect during the contract period and which in any manner affect the conduct of the work. The Contractor shall indemnify and save harmless the City and its officers, agents and employees against any claim or liability arising from or based on the violation of any such law, ordinance, or regulation, whether by Contractor or its employees, subcontractors, or agents.

2. CONTRACTOR RECORDS. Contractor acknowledges that, as a contractor of a Wisconsin Municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent that they would otherwise be if maintained by the City of De Pere. Contractor agrees that, within 10 business days of a written request of the City of De Pere, it shall forward such records as are requested by the City of De Pere. Such records shall be in the format requested by City of De Pere provided that such records are kept and maintained in that format.

3. PERMITS AND LICENSING. If applicable, the Contractor shall procure all permits and licenses necessary and incidental to the work required hereunder.

4. WORK SAFETY AND HEALTH. The Contractor shall comply with all federal, state and local laws governing work safety and health and shall provide all safeguards, safety devices and protective equipment, and take any other needed actions as the Contractor or the City Engineer may determine reasonably necessary, to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

5. RESPONSIBILITY FOR DAMAGE CLAIMS. The Contractor and its surety shall indemnify and save harmless the City and all of its officers, officials, agents and employees from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the said Contractor; or on account of or in consequence of any neglect in safeguarding the work, or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect or misconduct of said Contractor; or because of any claims or amount recovered for any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered under the worker's compensation law; or any other law, ordinance, order or decree; and so much of the money due the said Contractor under and by virtue of this contract as shall be considered necessary by the Board of Public Works for such

purposes, may be retained for the use of the City; or, in case no money or insufficient money is retained, the Contractor's surety shall be held.

The City shall not be liable to the Contractor for damages or delays resulting from work by third parties or by injunctions or other restraining orders obtained by third parties.

It shall be the Contractor's responsibility to see that all of the contract operations incidental to the completion of this contract are covered by public liability and property damage liability insurance in order that the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of said contract operations. This requirement shall apply with equal force, whether the work is performed by the Contractor, or by a Subcontractor or by anyone directly or indirectly employed by either of them.

VI. MEDIATION

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

The City and Contractor shall attempt to resolve claims, disputes and other matters in question between them by mediation in accordance with the Rules of the American Arbitration Association currently in effect unless the parties agree otherwise. A request for mediation shall be filed in writing with the other party to this Agreement and, if applicable, the American Arbitration Association. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings, which may be stayed pending mediation for a period of 60 days from the date of filing unless a longer period is agreed to by the parties or required by a court order.

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

VII. NOTICES

Any notification required or needed under the contract shall be sent to the following:

If to City:	If to Contractor:
City of De Pere Attention: Director of Public Works 925 South Sixth Street De Pere, WI 54115	GFL Environmental Attention: Patti Rowe, Account Manager 1799 South Broadway Street De Pere, WI 54115

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

GFL ENVIRONMENTAL SERVICES USA, LLC
By:

_____
Patti Rowe, Account Manager

CITY OF DE PERE
By:

_____
Kimberly T. Flom, City Manager

_____
Carey E. Danen, City Clerk

Approved as to Form:

_____
Joanne Bungert, City Attorney

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CITY OF DE PERE

Streets Division

925 S. Sixth Street, De Pere, WI | 920-339-4062 | www.deperewi.gov/streets

July 24, 2025

RE: Request for Proposals
2026 Garbage & Recycling
Dumpster Collection Services

The City of De Pere is requesting a proposal from your firm to provide garbage and recycling dumpster collection services. Dumpster collection is to take place at five or more designated sites throughout the City's downtown over the next several years. The current locations include a dumpster enclosure located at Nicolet Square parking lot located at 110 3rd Street, a dumpster enclosure at Marquette Square, 127 N. Wisconsin St, a dumpster enclosure located at the De Pere Community Center, 600 Grant St, a dumpster enclosure at Mission Square parking lot, 114 S Wisconsin St and a dumpster enclosure located in the alley of 400 block of Reid St. The services being sought are for a multi-year period.

Scope of Work:

1. Contractor Responsibilities

a) The contractor shall be responsible for familiarizing themselves with the service areas, and requirements, challenges and restrictions and conduct the work so as to not unnecessarily disrupt the businesses or residents in the area so that they may fully understand any unique conditions affecting the contract.

b) The contractor shall provide the necessary labor, equipment, tools, materials and supplies to provide garbage and recycling dumpster collection services. If the contractor fails to meet these requirements, then the City reserves the right to terminate the contract.

c) Contractor shall comply with all applicable federal, state, county and local ordinances and regulations relative to the service provided hereunder.

d) Contractor shall comply with all safety requirements set forth by the Wisconsin Administration Code, Rules of the Industrial Commission on Safety and all applicable OSHA standards.

e) All Contractors performing work are required to have a Contractor's License for the state for which the work is to be done. All Licenses for any contractors must be current on the day of bidding and throughout the length of the project.

f) Contractor shall obtain and maintain all necessary licenses and permits, and dispose of the collected waste and recycles in a legal and environmentally responsible manner. The successful bidder shall possess all required State of Wisconsin and other local licenses, a Solid Waste Transporter or Solid Waste/Recyclables Transporter license from the WDNR and must submit proof of same with their quote package.

g) The contractor shall work with the City to determine the appropriate size dumpster to furnish at each dumpster enclosure location.

h) The Contractor shall furnish correctly sized, well-maintained, leak proof metal dumpsters at each site designated by the City. Dumpsters shall be of good quality and painted in such a way as to not be an eyesore (i.e. no excessive rust, peeling, gaudy colors, etc.). Contractor shall be responsible for all maintenance and repair to dumpsters during the term of the contract.

i) The contractor shall pick up from the various locations in a consistent manner. The exact day of the week and time for schedule collection for each location will be mutually agreed to by the contractor and the City.

j) Contractor shall ensure that all waste and recycling materials are completely removed from the dumpster enclosure areas per the schedule. Upon emptying containers, there shall be no waste or recycling materials left in the enclosure area.

k) Dumpsters shall be covered and shall be properly labeled on side and front to identify its use (Trash or Recycle).

l) Contractor shall insure that its employees exercise all necessary caution to avoid injury to persons or damage to property of any kind.

m) Contractor shall report immediately to the City any accidents involving any facilities, public or private property, other individuals, etc. The report shall include, but not be limited to, the accident; location, date, time, description, witnesses and corrective actions taken to avoid future occurrence.

n) Contractor agrees that any damage to buildings, enclosures, materials, equipment or to other property etc. during the performance of this service will be repaired to the satisfaction of the City at the Contractor's expense.

o) Any damage caused to Contractor owned dumpsters by any type of vandalism is the responsibility of the Contractor. Any damaged or vandalized dumpsters shall be repaired or replaced by the Contractor within 48 hours of notification by the City.

p) New containers required shall be set in place or installed within 48 hours of request.

q) Service calls on equipment shall be responded to and completed within 24 hours of request. All service calls shall be completed during normal working hours of Monday-Friday, 8:00am-4:30pm at no additional charge to the City including parts, labor, time, mileage, etc.

r) Contractor shall notify the City of any work stoppage for any reason, including weather, material delays, etc.

s) Contractor shall not subcontract any of the work to be performed under contract unless it has first obtained written approval from the City. City shall have full and complete discretion in withholding or granting such approval.

t) Contractor must dispose and transport all refuse and recyclable materials to Brown County facilities. Contractor agrees to pay for disposal of all refuse and recyclable materials collected under this contract at the current gate rate or at the rate in which contractor is authorized to pay per a separate waste disposal contract. Refuse and recyclable material disposal must occur during normal Brown County operating hours.

u) Upon award of the contract, the City reserves the right to require the Contractor to provide a Performance Bond in the amount of $50,000, the estimated annual value of this contract, for the duration of the contract. Should the Contractor be unable to fulfill the contract requirements, and the City requires the services of another Contractor, the City has the right to call upon the Performance Bond to pay any extra costs associated with hiring the second Contractor to complete the work for the remaining period of the contract.

2. City of De Pere Responsibilities

a) The City shall enact and enforce necessary ordinances consistent with this proposal.

b) The City shall make prompt payment in accordance with true and correct statements submitted by the contractor.

c) The City shall comply with any and all future regulations enacted by the County, State, or Federal authorities which affect these collection services.

d) The City reserves the right to terminate the contract if the contractor is unable to perform satisfactorily or there are continuing problems with the contractor personnel or contractor equipment.

3. Indemnification

Contractor hereby agrees to indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives, and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers. Contractor shall reimburse the City, its elected and appointed officials, officers, employees, agents or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. In the event that Contractor employs other persons, firms, corporations or entities (sub-contractors) as part of the work covered by this Agreement, it shall be Contractor's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement. This indemnity provision shall survive the termination or expiration of this Agreement.

Notwithstanding any other portions of this Agreement, nothing contained herein is intended to waive or estop the City or its insurer to rely upon the limitations, defenses, and immunities contained within 345.05 and 893.80 of the Wisconsin Statutes. To the extent that indemnification is available and enforceable, the City or its insurer shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established under Wisconsin law.

4. Term of Contract

The proposed term of the contract to perform provide garbage and recycling dumpster collection services shall be for three years (2026 -2028) with an option for the City to

renew if for two (2) more years in one (1) year increments. The contract is anticipated to begin no sooner than January 1, 2026. **Prices quoted shall be firm for the first 12 months of the agreement.**

For subsequent renewal years thereafter, any revision to the pricing shall be submitted in writing by the contractor to City at least 60 days prior to the expiration date. Documentation must be provided to support any requested price increases. If no notice is received regarding any price increases it shall be understood by the contractor that current pricing will remain the same for the next 12 month renewal period. **Pricing shall remain firm for each 12 month renewal period.** The City may, at its sole option, accept the new pricing or choose to cancel the agreement and re-solicit.

Quotes shall include any and all costs to be charged to the City for the proposed services. Any costs not submitted on the price sheets will not be considered payable. This includes but is not limited to, all containers, waste/recycling removal fees, labor, equipment, mileage, time, maintenance, administrative fees, fuel surcharges, County tipping fees, State tipping fees, environmental fees, etc.

The agreement may be cancelled, with or without cause, by either party by giving 90 days written notice.

5. Payment

The Contractor shall invoice monthly the City monthly basis and invoiced at the unit rates for work listed in the proposal. Invoices shall be itemized to dates, locations and number of pickups for each container. Contractor expressly agrees that no interest assessment will be charged for goods and/or services provided if payment is made by the City within 60 days of acceptance of the goods and/or services or receipt by the City of a properly completed invoice, whichever date is later.

6. Insurance Requirements:

The firm shall be required to provide the following limits of liability for insurance coverage shall for not less than the following

Workers' Compensation:

State:	Statutory
Applicable Federal (e.g., Longshoreman's):	Statutory
Employer's Liability:	$ 1,000,000

Contractor's General Liability shall be written on the most current ISO CG 00 01 or equivalent form and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

a. General Aggregate (on a per project basis)	$ 2,000,000
b. Products – Completed Operations Aggregate	$ 2,000,000
c. Personal and Advertising Injury	$ 1,000,000
d. Each Occurrence (Bodily Injury and Property Damage)	$ 1,000,000

e. Property Damage liability insurance will provide
Explosion, Collapse, and Under-ground coverages where applicable.

f. Excess or Umbrella Liability

General Aggregate	$ 5,000,000
Each Occurrence	$ 5,000,000

Automobile Liability:

g. Combined Single Limit of	$ 1,000,000

Contractual Liability coverage as provided in the most current CG 00 01 or equivalent form. Policy shall be free of any endorsement or language limiting contractual liability coverage beyond the limitations of CG 00 01.

The limits of liability as set forth herein shall be periodically reviewed and adjustments made so as to provide insurance coverage in keeping with increases in the Consumer Price Index and what is deemed to be prudent and reasonable by the County or its representatives. In the event that the County determines that the limits need to be adjusted at some time after the initial term of the contract, the County shall give notice to the contractor in writing of the new limits and the Contractor shall make such adjustments to its insurance coverage within 60 day of such notice.

A valid Certificate of Insurance shall be issued to the City prior to commencement of work and meeting the requirements listed to avoid any interruption of normal business services and transactions. Certificates must bear the signature of the insurer's authorized representative.

The insurance certificate must be issued by companies licensed to do business in the State of Wisconsin or signed by an agent by the State of Wisconsin.

The certificates of insurance shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the City.

The certificates of insurance shall include reference to the contract name or RFP number in the description section of the certificate.

The certificate of insurance will be delivered to City prior to the execution of the contract to:

Street Superintendent
City of De Pere
925 South Sixth Street
De Pere, WI 54115

Additional Information:

- Sample consultant agreement is attached

All proposals should include the following information:

1. **Previous Experience:** Contractor must submit at least three (3) references for dumpster collection services done in the past two (2) years in downtown areas.

2. **Cost:** Contractor shall submit prices on proposal sheets provided with this proposal to complete all work mentioned above. Failure to provide a price for any line item in the proposal may result in the rejection of the submitted proposal.

Sealed proposals marked **"2026 Dumpster Collection Services Proposal"** on envelope are to be delivered or mailed to:

Tony Fietzer, CPWP-M
Street Superintendent
City of De Pere
925 South Sixth Street
De Pere, WI 54115

All sealed proposals shall be received no later than 10:00 a.m. on Thursday, September 11, 2025.

The City of De Pere reserves the right to reject any or all proposals, to waive any informality in bidding and to accept any proposal which the City Council deems most favorable to the best interest of the City.

If you have any questions, please call me at (920) 339-8325.

Sincerely,

Tony Fietzer, CPWP-M
Street Superintendent
Department of Public Works

The following proposal is submitted to: City of De Pere, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to provide garbage and recycling dumpster collection services.

The undersigned FIRM agrees, if this proposal is accepted, to enter into an agreement with the City of De Pere to perform and furnish all work as specified in this proposal. The undersigned firm will meet and adhere to the City of De Pere's requirements as indicated in the proposal.

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet the City of De Pere's requirements and that the prices provide garbage and recycling dumpster collection services:

2026 Garbage & Recycle
Dumpster Collection Service Proposal

YEAR 2026 NICOLET SQUARE				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

YEAR 2026 NICOLET SQUARE				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

2026 Garbage & Recycle
Dumpster Collection Service Proposal

YEAR 2026 MARQUETTE SQUARE				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

YEAR 2026 MARQUETTE SQUARE				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

2026 Garbage & Recycle
Dumpster Collection Service Proposal

YEAR 2026 ALLEY 400 REID ST				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

YEAR 2026 ALLEY 400 REID ST				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

2026 Garbage & Recycle
Dumpster Collection Service Proposal

YEAR 2026 Community Center-600 Grant St				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

YEAR 2026 Community Center-600 Grant St				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

2026 Garbage & Recycle
Dumpster Collection Service Proposal

YEAR 2026 Mission Square 114 S Wisconsin St				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

YEAR 2026 Mission Square 114 S Wisconsin St				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

2026 Garbage & Recycle
Dumpster Collection Service Proposal

YEAR 2026 FUTURE DOWNTOWN LOCATION				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

YEAR 2026 FUTURE DOWNTOWN LOCATION				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

2027 Garbage & Recycle
Dumpster Collection Service Proposal

YEAR 2027 NICOLET SQUARE				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

YEAR 2027 NICOLET SQUARE				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

2027 Garbage & Recycle
Dumpster Collection Service Proposal

YEAR 2027 MARQUETTE SQUARE				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

YEAR 2027 MARQUETTE SQUARE				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

2027 Garbage & Recycle
Dumpster Collection Service Proposal

YEAR 2027 ALLEY 400 REID ST				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

YEAR 2027 ALLEY 400 REID ST				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

2027 Garbage & Recycle
Dumpster Collection Service Proposal

YEAR 2027 FUTURE DOWNTOWN LOCATION				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

YEAR 2027 FUTURE DOWNTOWN LOCATION				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

2027 Garbage & Recycle
Dumpster Collection Service Proposal

YEAR 2027 Community Center-600 Grant St				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

YEAR 2027 Community Center-600 Grant St				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

2027 Garbage & Recycle
Dumpster Collection Service Proposal

YEAR 2027 Mission Square 114 S Wisconsin St				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

YEAR 2027 Mission Square 114 S Wisconsin St				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

2028 Garbage & Recycle
Dumpster Collection Service Proposal

YEAR 2028 NICOLET SQUARE				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

YEAR 2028 NICOLET SQUARE				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

2028 Garbage & Recycle
Dumpster Collection Service Proposal

YEAR 2028 MARQUETTE SQUARE				
DUMP FREQUENCY -REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

YEAR 2028 MARQUETTE SQUARE				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

2028 Garbage & Recycle
Dumpster Collection Service Proposal

YEAR 2028 ALLEY 400 REID ST				
DUMP FREQUENCY -REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

YEAR 2028 ALLEY 400 REID ST				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

2028 Garbage & Recycle
Dumpster Collection Service Proposal

YEAR 2028 Community Center-600 Grant St				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

YEAR 2028 Community Center-600 Grant St				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

2028 Garbage & Recycle
Dumpster Collection Service Proposal

YEAR 2028 Mission Square 114 S Wisconsin St				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

YEAR 2028 Mission Square 114 S Wisconsin St				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

2028 Garbage & Recycle
Dumpster Collection Service Proposal

YEAR 2028 FUTURE DOWNTOWN LOCATION				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

YEAR 2028 FUTURE DOWNTOWN LOCATION				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

_____
Name of Firm

_____
Address of Firm

_____
Telephone Number

_____
Fax Number

_____
Email Address

The undersigned bidder, being duly sworn, does depose and say that he is an authorized representative of:_____ and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

_____ _____
Signature of Bidder Date

_____ _____
Print or Type Name of Bidder Title

The following proposal is submitted to: City of De Pere, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to provide garbage and recycling dumpster collection services.

The undersigned FIRM agrees, if this proposal is accepted, to enter into an agreement with the City of De Pere to perform and furnish all work as specified in this proposal. The undersigned firm will meet and adhere to the City of De Pere's requirements as indicated in the proposal.

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet the City of De Pere's requirements and that the prices provide garbage and recycling dumpster collection services:

2026 Garbage & Recycle
Dumpster Collection Service Proposal

YEAR 2026 NICOLET SQUARE				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	63.00	122.00	181.00	240.00
4 – YD Dumpster	86.00	166.00	245.00	324.00
6 – YD Dumpster	108.00	208.00	308.00	409.00
8 – YD Dumpster	129.00	250.00	372.00	492.00

YEAR 2026 NICOLET SQUARE				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	56.00	107.00	158.00	209.00
4 – YD Dumpster	70.00	134.00	198.00	262.00
6 – YD Dumpster	81.00	170.00	242.00	318.00
8 – YD Dumpster	98.00	188.00	277.00	366.00

2026 Garbage & Recycle
Dumpster Collection Service Proposal

YEAR 2026 MARQUETTE SQUARE				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	63.00	122.00	181.00	240.00
4 – YD Dumpster	86.00	166.00	245.00	324.00
6 – YD Dumpster	108.00	208.00	308.00	409.00
8 – YD Dumpster	129.00	250.00	372.00	492.00

YEAR 2026 MARQUETTE SQUARE				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	56.00	107.00	158.00	209.00
4 – YD Dumpster	70.00	134.00	198.00	262.00
6 – YD Dumpster	81.00	170.00	242.00	318.00
8 – YD Dumpster	98.00	188.00	277.00	366.00

2026 Garbage & Recycle
Dumpster Collection Service Proposal

YEAR 2026 ALLEY 400 REID ST				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	63.00	122.00	181.00	240.00
4 – YD Dumpster	86.00	166.00	245.00	324.00
6 – YD Dumpster	108.00	208.00	308.00	409.00
8 – YD Dumpster	129.00	250.00	372.00	492.00

YEAR 2026 ALLEY 400 REID ST				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	56.00	107.00	158.00	209.00
4 – YD Dumpster	70.00	134.00	198.00	262.00
6 – YD Dumpster	81.00	170.00	242.00	318.00
8 – YD Dumpster	98.00	188.00	277.00	366.00

2026 Garbage & Recycle
Dumpster Collection Service Proposal

YEAR 2026 Community Center-600 Grant St				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	63.00	122.00	181.00	240.00
4 – YD Dumpster	86.00	166.00	245.00	324.00
6 – YD Dumpster	108.00	208.00	308.00	409.00
8 – YD Dumpster	129.00	250.00	372.00	492.00

YEAR 2026 Community Center-600 Grant St				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	56.00	107.00	158.00	209.00
4 – YD Dumpster	70.00	134.00	198.00	262.00
6 – YD Dumpster	81.00	170.00	242.00	318.00
8 – YD Dumpster	98.00	188.00	277.00	366.00

2026 Garbage & Recycle
Dumpster Collection Service Proposal

YEAR 2026 Mission Square 114 S Wisconsin St				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	63.00	122.00	181.00	240.00
4 – YD Dumpster	86.00	166.00	245.00	324.00
6 – YD Dumpster	108.00	208.00	308.00	409.00
8 – YD Dumpster	129.00	250.00	372.00	492.00

YEAR 2026 Mission Square 114 S Wisconsin St				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	56.00	107.00	158.00	209.00
4 – YD Dumpster	70.00	134.00	198.00	262.00
6 – YD Dumpster	81.00	170.00	242.00	318.00
8 – YD Dumpster	98.00	188.00	277.00	366.00

2026 Garbage & Recycle
Dumpster Collection Service Proposal

YEAR 2026 FUTURE DOWNTOWN LOCATION				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	63.00	122.00	181.00	240.00
4 – YD Dumpster	86.00	166.00	245.00	324.00
6 – YD Dumpster	108.00	208.00	308.00	409.00
8 – YD Dumpster	129.00	250.00	372.00	492.00

YEAR 2026 FUTURE DOWNTOWN LOCATION				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	56.00	107.00	158.00	209.00
4 – YD Dumpster	70.00	134.00	198.00	262.00
6 – YD Dumpster	81.00	170.00	242.00	318.00
8 – YD Dumpster	98.00	188.00	277.00	366.00

2027 Garbage & Recycle
Dumpster Collection Service Proposal

YEAR 2027 NICOLET SQUARE				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	66.00	128.00	190.00	252.00
4 – YD Dumpster	90.00	175.00	258.00	340.00
6 – YD Dumpster	113.00	219.00	324.00	430.00
8 – YD Dumpster	136.00	262.00	391.00	517.00

YEAR 2027 NICOLET SQUARE				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	59.00	113.00	166.00	220.00
4 – YD Dumpster	74.00	141.00	208.00	275.00
6 – YD Dumpster	85.00	179.00	255.00	334.00
8 – YD Dumpster	103.00	196.00	291.00	385.00

2027 Garbage & Recycle
Dumpster Collection Service Proposal

YEAR 2027 MARQUETTE SQUARE				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	66.00	128.00	190.00	252.00
4 – YD Dumpster	90.00	175.00	258.00	340.00
6 – YD Dumpster	113.00	219.00	324.00	430.00
8 – YD Dumpster	136.00	262.00	391.00	517.00

YEAR 2027 MARQUETTE SQUARE				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	59.00	113.00	166.00	220.00
4 – YD Dumpster	74.00	141.00	208.00	275.00
6 – YD Dumpster	85.00	179.00	255.00	334.00
8 – YD Dumpster	103.00	196.00	291.00	385.00

2027 Garbage & Recycle
Dumpster Collection Service Proposal

YEAR 2027 ALLEY 400 REID ST				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	66.00	128.00	190.00	252.00
4 – YD Dumpster	90.00	175.00	258.00	340.00
6 – YD Dumpster	113.00	219.00	324.00	430.00
8 – YD Dumpster	136.00	262.00	391.00	517.00

YEAR 2027 ALLEY 400 REID ST				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	59.00	113.00	166.00	220.00
4 – YD Dumpster	74.00	141.00	208.00	275.00
6 – YD Dumpster	85.00	179.00	255.00	334.00
8 – YD Dumpster	103.00	196.00	291.00	385.00

2027 Garbage & Recycle
Dumpster Collection Service Proposal

YEAR 2027 Community Center-600 Grant St				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	66.00	128.00	190.00	252.00
4 – YD Dumpster	90.00	175.00	258.00	340.00
6 – YD Dumpster	113.00	219.00	324.00	430.00
8 – YD Dumpster	136.00	262.00	391.00	517.00

YEAR 2027 Community Center-600 Grant St				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	59.00	113.00	166.00	220.00
4 – YD Dumpster	74.00	141.00	208.00	275.00
6 – YD Dumpster	85.00	179.00	255.00	334.00
8 – YD Dumpster	103.00	196.00	291.00	385.00

2027 Garbage & Recycle
Dumpster Collection Service Proposal

YEAR 2027 Mission Square 114 S Wisconsin St				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	66.00	128.00	190.00	252.00
4 – YD Dumpster	90.00	175.00	258.00	340.00
6 – YD Dumpster	113.00	219.00	324.00	430.00
8 – YD Dumpster	136.00	262.00	391.00	517.00

YEAR 2027 Mission Square 114 S Wisconsin St				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	59.00	113.00	166.00	220.00
4 – YD Dumpster	74.00	141.00	208.00	275.00
6 – YD Dumpster	85.00	179.00	255.00	334.00
8 – YD Dumpster	103.00	196.00	291.00	385.00

2027 Garbage & Recycle
Dumpster Collection Service Proposal

YEAR 2027 FUTURE DOWNTOWN LOCATION				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	66.00	128.00	190.00	252.00
4 – YD Dumpster	90.00	175.00	258.00	340.00
6 – YD Dumpster	113.00	219.00	324.00	430.00
8 – YD Dumpster	136.00	262.00	391.00	517.00

YEAR 2027 FUTURE DOWNTOWN LOCATION				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	59.00	113.00	166.00	220.00
4 – YD Dumpster	74.00	141.00	208.00	275.00
6 – YD Dumpster	85.00	179.00	255.00	334.00
8 – YD Dumpster	103.00	196.00	291.00	385.00

2028 Garbage & Recycle
Dumpster Collection Service Proposal

YEAR 2028 NICOLET SQUARE				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	70.00	135.00	200.00	265.00
4 – YD Dumpster	95.00	184.00	271.00	357.00
6 – YD Dumpster	119.00	230.00	341.00	452.00
8 – YD Dumpster	143.00	275.00	411.00	543.00

YEAR 2028 NICOLET SQUARE				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	62.00	119.00	175.00	231.00
4 – YD Dumpster	78.00	148.00	219.00	289.00
6 – YD Dumpster	90.00	188.00	268.00	351.00
8 – YD Dumpster	109.00	206.00	306.00	405.00

2028 Garbage & Recycle
Dumpster Collection Service Proposal

YEAR 2028 MARQUETTE SQUARE				
DUMP FREQUENCY -REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	70.00	135.00	200.00	265.00
4 – YD Dumpster	95.00	184.00	271.00	357.00
6 – YD Dumpster	119.00	230.00	341.00	452.00
8 – YD Dumpster	143.00	275.00	411.00	543.00

YEAR 2028 MARQUETTE SQUARE				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	62.00	119.00	175.00	231.00
4 – YD Dumpster	78.00	148.00	219.00	289.00
6 – YD Dumpster	90.00	188.00	268.00	351.00
8 – YD Dumpster	109.00	206.00	306.00	405.00

2028 Garbage & Recycle
Dumpster Collection Service Proposal

YEAR 2028 ALLEY 400 REID ST				
DUMP FREQUENCY -REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	70.00	135.00	200.00	265.00
4 – YD Dumpster	95.00	184.00	271.00	357.00
6 – YD Dumpster	119.00	230.00	341.00	452.00
8 – YD Dumpster	143.00	275.00	411.00	543.00

YEAR 2028 ALLEY 400 REID ST				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	62.00	119.00	175.00	231.00
4 – YD Dumpster	78.00	148.00	219.00	289.00
6 – YD Dumpster	90.00	188.00	268.00	351.00
8 – YD Dumpster	109.00	206.00	306.00	405.00

2028 Garbage & Recycle
Dumpster Collection Service Proposal

YEAR 2028 Community Center-600 Grant St				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	70.00	135.00	200.00	265.00
4 – YD Dumpster	95.00	184.00	271.00	357.00
6 – YD Dumpster	119.00	230.00	341.00	452.00
8 – YD Dumpster	143.00	275.00	411.00	543.00

YEAR 2028 Community Center-600 Grant St				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	62.00	119.00	175.00	231.00
4 – YD Dumpster	78.00	148.00	219.00	289.00
6 – YD Dumpster	90.00	188.00	268.00	351.00
8 – YD Dumpster	109.00	206.00	306.00	405.00

2028 Garbage & Recycle
Dumpster Collection Service Proposal

YEAR 2028 Mission Square 114 S Wisconsin St				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	70.00	135.00	200.00	265.00
4 – YD Dumpster	95.00	184.00	271.00	357.00
6 – YD Dumpster	119.00	230.00	341.00	452.00
8 – YD Dumpster	143.00	275.00	411.00	543.00

YEAR 2028 Mission Square 114 S Wisconsin St				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	62.00	119.00	175.00	231.00
4 – YD Dumpster	78.00	148.00	219.00	289.00
6 – YD Dumpster	90.00	188.00	268.00	351.00
8 – YD Dumpster	109.00	206.00	306.00	405.00

2028 Garbage & Recycle
Dumpster Collection Service Proposal

YEAR 2028 FUTURE DOWNTOWN LOCATION				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	70.00	135.00	200.00	265.00
4 – YD Dumpster	95.00	184.00	271.00	357.00
6 – YD Dumpster	119.00	230.00	341.00	452.00
8 – YD Dumpster	143.00	275.00	411.00	543.00

YEAR 2028 FUTURE DOWNTOWN LOCATION				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	62.00	119.00	175.00	231.00
4 – YD Dumpster	78.00	148.00	219.00	289.00
6 – YD Dumpster	90.00	188.00	268.00	351.00
8 – YD Dumpster	109.00	206.00	306.00	405.00

GFL Environmental
Name of Firm

1799 South Broadway, De Pere, WI 54115
Address of Firm

Main Office Number: 920-983-3341 or Cell Number: 608-847-8830
Telephone Number

Fax Number

patti.rowe@gflenv.com
Email Address

The undersigned bidder, being duly sworn, does depose and say that he is an authorized representative of: GFL Environmental and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

Patti Rowe 9/10/2025
Signature of Bidder Date

Patti Rowe Account Manager
Print or Type Name of Bidder Title

Previous Experience

1) De Pere Cultural Foundation Inc
   DBA Mulva Cultural Center
   221 S Broadway St
   De Pere, WI 54115
   Jim Brozak
   920-309-8200

2) De Pere Auto Center
   705 George St
   De Pere, WI 54115
   Ashley
   920-336-2200

3) Notre Dame Catholic School of De Pere
   137 S Superior St
   De Pere, WI 54115
   Matt Hinz
   920-621-9992

SAMPLE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 09/10/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Holder Identifier : U6 17963

PRODUCER
Aon Risk Services Northeast, Inc.
Cleveland OH Office
950 Main Avenue
Suite 1600
Cleveland OH 44113 USA

CONTACT NAME:
PHONE (A.C. No. Ext): (866) 283-7122 **FAX (A.C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	National Union Fire Ins Co of Pittsburgh	19445
INSURER B:	AIU Insurance Company	19399
INSURER C:	AIG Insurance Company of Canada	AA1564107
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
GFL Environmental Holdings (US), Inc
and its subsidiaries
26999 Central Park Blvd
Southfield MI 48076 USA

COVERAGES **CERTIFICATE NUMBER:** 570115343958 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / X LOC OTHER:			014121394	06/01/2025	06/01/2026	EACH OCCURRENCE	$5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$5,000,000
							GENERAL AGGREGATE	$20,000,000
							PRODUCTS - COMP/OP AGG	$5,000,000
							Per Location/ Project Aggregate	$5,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON OWNED AUTOS ONLY			014-12-1393	06/01/2025	06/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$5,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
C	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS MADE DED / RETENTION			RMGL80777689 *Limits shown in CAD$	06/01/2025	06/01/2026	EACH OCCURRENCE	$5,000,000
							AGGREGATE	$5,000,000
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		014121402 014121401	06/01/2025 06/01/2025	06/01/2026 06/01/2026	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$5,000,000
							E.L. DISEASE - EA EMPLOYEE	$5,000,000
							E.L. DISEASE - POLICY LIMIT	$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
*(Aon) Commercial Risk (U.S) is authorized to generate and distribute certificates in an administrative capacity as evidence of insurance. The General Liability policy does not exclude Contractual Liability. RE: BU# U6 17963.

Certificate No : 570115343958

CERTIFICATE HOLDER

Street Superintendent
City of De Pere
925 South Sixth Street
De Pere WI 54115 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

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CITY OF DE PERE
MEMO

To: Board of Public Works
From: Tony Fietzer, Street Superintendent
Date: September 29, 2025

RE: **Consideration and possible action on dumpster coral collection services***

The City of De Pere currently manages five dumpster corals in the City of De Pere for business and residential garbage and recycling collection. In 2022, The City of De Pere sent out a Request for Proposal (RFP) to solid waste collection companies to complete a 3-year collection contract. At that time, GFL Environmental was awarded the contract based on the RFP and rate.

In August 2025, the City of De Pere sent out an RPF to solid waste collection companies again for a 3-year collection contract. The city sent the RPF to Harter's and GFL Environmental, as those are the two collection companies remaining in the area. I received the proposals from both companies and in reviewing the RFP, GFL offered a better collection and disposal rate.

Staff is recommending GFL Environmental be awarded this 3-year collection contract.

See attached 2025 Garbage Recycling Dumpster Collection Services Bid Summaries.

2025 Garbage & Recycling Dumpster Collection Services
Bid Summaries

	GFL Environmental				Harter's Fox Valley Disposal			
	1/Week	2/Week	3/Week	4/Week	1/Week	2/Week	3/Week	4/Week
2026 Nicolet Square - Refuse								
2 - Yd Dumspter	$ 63.00	$ 122.00	$ 181.00	$ 240.00	$ 73.00	$ 125.00	$ 200.00	$ 265.00
4 - Yd Dumpster	$ 86.00	$ 166.00	$ 245.00	$ 324.00	$ 90.00	$ 155.00	$ 265.00	$ 365.00
6 - Yd Dumpster	$ 108.00	$ 208.00	$ 308.00	$ 409.00	$ 125.00	$ 219.00	$ 330.00	$ 420.00
8 - Yd Dumpster	$ 129.00	$ 250.00	$ 372.00	$ 492.00	$ 155.00	$ 265.00	$ 385.00	$ 550.00
2026 Nicolet Square - Recycle								
2 - Yd Dumspter	$ 56.00	$ 107.00	$ 158.00	$ 209.00	$ 65.00	$ 120.00	$ 180.00	$ 230.00
4 - Yd Dumpster	$ 70.00	$ 134.00	$ 198.00	$ 262.00	$ 80.00	$ 150.00	$ 215.00	$ 300.00
6 - Yd Dumpster	$ 81.00	$ 170.00	$ 242.00	$ 318.00	$ 95.00	$ 200.00	$ 305.00	$ 405.00
8 - Yd Dumpster	$ 98.00	$ 188.00	$ 277.00	$ 366.00	$ 110.00	$ 258.00	$ 350.00	$ 465.00
2026 Marquette Square - Refuse								
2 - Yd Dumspter	$ 63.00	$ 122.00	$ 181.00	$ 240.00	$ 73.00	$ 125.00	$ 200.00	$ 265.00
4 - Yd Dumpster	$ 86.00	$ 166.00	$ 245.00	$ 324.00	$ 90.00	$ 155.00	$ 265.00	$ 365.00
6 - Yd Dumpster	$ 108.00	$ 208.00	$ 308.00	$ 409.00	$ 125.00	$ 219.00	$ 330.00	$ 420.00
8 - Yd Dumpster	$ 129.00	$ 250.00	$ 372.00	$ 492.00	$ 155.00	$ 265.00	$ 385.00	$ 550.00
2026 Marquette Square - Recycle								
2 - Yd Dumspter	$ 56.00	$ 107.00	$ 158.00	$ 209.00	$ 65.00	$ 120.00	$ 180.00	$ 230.00
4 - Yd Dumpster	$ 70.00	$ 134.00	$ 198.00	$ 262.00	$ 80.00	$ 150.00	$ 215.00	$ 300.00
6 - Yd Dumpster	$ 81.00	$ 170.00	$ 242.00	$ 318.00	$ 95.00	$ 200.00	$ 305.00	$ 405.00
8 - Yd Dumpster	$ 98.00	$ 188.00	$ 277.00	$ 366.00	$ 110.00	$ 258.00	$ 350.00	$ 465.00
2026 Alley 400 Reid St - Refuse								
2 - Yd Dumspter	$ 63.00	$ 122.00	$ 181.00	$ 240.00	$ 73.00	$ 125.00	$ 200.00	$ 265.00
4 - Yd Dumpster	$ 86.00	$ 166.00	$ 245.00	$ 324.00	$ 90.00	$ 155.00	$ 265.00	$ 365.00
6 - Yd Dumpster	$ 108.00	$ 208.00	$ 308.00	$ 409.00	$ 125.00	$ 219.00	$ 330.00	$ 420.00
8 - Yd Dumpster	$ 129.00	$ 250.00	$ 372.00	$ 492.00	$ 155.00	$ 265.00	$ 385.00	$ 550.00
2026 Alley 400 Reid St - Recycle								
2 - Yd Dumspter	$ 56.00	$ 107.00	$ 158.00	$ 209.00	$ 65.00	$ 120.00	$ 180.00	$ 230.00
4 - Yd Dumpster	$ 70.00	$ 134.00	$ 198.00	$ 262.00	$ 80.00	$ 150.00	$ 215.00	$ 300.00
6 - Yd Dumpster	$ 81.00	$ 170.00	$ 242.00	$ 318.00	$ 95.00	$ 200.00	$ 305.00	$ 405.00
8 - Yd Dumpster	$ 98.00	$ 188.00	$ 277.00	$ 366.00	$ 110.00	$ 258.00	$ 350.00	$ 465.00
2026 Community Center 600 Grant St - Refuse								
2 - Yd Dumspter	$ 63.00	$ 122.00	$ 181.00	$ 240.00	$ 73.00	$ 125.00	$ 200.00	$ 265.00
4 - Yd Dumpster	$ 86.00	$ 166.00	$ 245.00	$ 324.00	$ 90.00	$ 155.00	$ 265.00	$ 365.00
6 - Yd Dumpster	$ 108.00	$ 208.00	$ 308.00	$ 409.00	$ 125.00	$ 219.00	$ 330.00	$ 420.00
8 - Yd Dumpster	$ 129.00	$ 250.00	$ 372.00	$ 492.00	$ 155.00	$ 265.00	$ 385.00	$ 550.00
2026 Community Center 600 Grant St - Recycle								
2 - Yd Dumspter	$ 56.00	$ 107.00	$ 158.00	$ 209.00	$ 65.00	$ 120.00	$ 180.00	$ 230.00
4 - Yd Dumpster	$ 70.00	$ 134.00	$ 198.00	$ 262.00	$ 80.00	$ 150.00	$ 215.00	$ 300.00
6 - Yd Dumpster	$ 81.00	$ 170.00	$ 242.00	$ 318.00	$ 95.00	$ 200.00	$ 305.00	$ 405.00
8 - Yd Dumpster	$ 98.00	$ 188.00	$ 277.00	$ 366.00	$ 110.00	$ 258.00	$ 350.00	$ 465.00
2026 Mission Square 114 S Wisconsin St - Refuse								
2 - Yd Dumspter	$ 63.00	$ 122.00	$ 181.00	$ 240.00	$ 73.00	$ 125.00	$ 200.00	$ 265.00
4 - Yd Dumpster	$ 86.00	$ 166.00	$ 245.00	$ 324.00	$ 90.00	$ 155.00	$ 265.00	$ 365.00
6 - Yd Dumpster	$ 108.00	$ 208.00	$ 308.00	$ 409.00	$ 125.00	$ 219.00	$ 330.00	$ 420.00
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2026 Mission Square 114 S Wisconsin St - Recycle								
2 - Yd Dumspter	$ 56.00	$ 107.00	$ 158.00	$ 209.00	$ 65.00	$ 120.00	$ 180.00	$ 230.00
4 - Yd Dumpster	$ 70.00	$ 134.00	$ 198.00	$ 262.00	$ 80.00	$ 150.00	$ 215.00	$ 300.00
6 - Yd Dumpster	$ 81.00	$ 170.00	$ 242.00	$ 318.00	$ 95.00	$ 200.00	$ 305.00	$ 405.00
8 - Yd Dumpster	$ 98.00	$ 188.00	$ 277.00	$ 366.00	$ 110.00	$ 258.00	$ 350.00	$ 465.00
2026 Future Downtown Location - Refuse								
2 - Yd Dumspter	$ 63.00	$ 122.00	$ 181.00	$ 240.00	$ 73.00	$ 125.00	$ 200.00	$ 265.00
4 - Yd Dumpster	$ 86.00	$ 166.00	$ 245.00	$ 324.00	$ 90.00	$ 155.00	$ 265.00	$ 365.00
6 - Yd Dumpster	$ 108.00	$ 208.00	$ 308.00	$ 409.00	$ 125.00	$ 219.00	$ 330.00	$ 420.00
8 - Yd Dumpster	$ 129.00	$ 250.00	$ 372.00	$ 492.00	$ 155.00	$ 265.00	$ 385.00	$ 550.00
2026 Future Downtown Location - Recycle								
2 - Yd Dumspter	$ 56.00	$ 107.00	$ 158.00	$ 209.00	$ 65.00	$ 120.00	$ 180.00	$ 230.00
4 - Yd Dumpster	$ 70.00	$ 134.00	$ 198.00	$ 262.00	$ 80.00	$ 150.00	$ 215.00	$ 300.00
6 - Yd Dumpster	$ 81.00	$ 170.00	$ 242.00	$ 318.00	$ 95.00	$ 200.00	$ 305.00	$ 405.00
8 - Yd Dumpster	$ 98.00	$ 188.00	$ 277.00	$ 366.00	$ 110.00	$ 258.00	$ 350.00	$ 465.00
2027 Nicolet Square - Refuse								
2 - Yd Dumspter	$ 66.00	$ 128.00	$ 190.00	$ 252.00	$ 78.00	$ 132.00	$ 208.00	$ 275.00
4 - Yd Dumpster	$ 90.00	$ 175.00	$ 258.00	$ 340.00	$ 95.00	$ 162.00	$ 275.00	$ 379.00
6 - Yd Dumpster	$ 113.00	$ 219.00	$ 324.00	$ 430.00	$ 130.00	$ 227.00	$ 243.00	$ 436.00
8 - Yd Dumpster	$ 136.00	$ 262.00	$ 391.00	$ 517.00	$ 165.00	$ 350.00	$ 400.00	$ 572.00
2027 Nicolet Square - Recycle								
2 - Yd Dumspter	$ 59.00	$ 113.00	$ 166.00	$ 220.00	$ 69.00	$ 128.00	$ 190.00	$ 265.00
4 - Yd Dumpster	$ 74.00	$ 141.00	$ 208.00	$ 275.00	$ 88.00	$ 165.00	$ 220.00	$ 315.00
6 - Yd Dumpster	$ 85.00	$ 179.00	$ 255.00	$ 334.00	$ 100.00	$ 210.00	$ 315.00	$ 415.00
8 - Yd Dumpster	$ 103.00	$ 196.00	$ 291.00	$ 385.00	$ 117.00	$ 268.00	$ 360.00	$ 475.00
2027 Marquette Square - Refuse								
2 - Yd Dumspter	$ 66.00	$ 128.00	$ 190.00	$ 252.00	$ 78.00	$ 132.00	$ 208.00	$ 275.00
4 - Yd Dumpster	$ 90.00	$ 175.00	$ 258.00	$ 340.00	$ 95.00	$ 162.00	$ 275.00	$ 379.00
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2027 Alley 400 Reid St - Refuse								
2 - Yd Dumspter	$ 66.00	$ 128.00	$ 190.00	$ 252.00	$ 78.00	$ 132.00	$ 208.00	$ 275.00
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2027 Alley 400 Reid St - Recycle								
2 - Yd Dumspter	$ 59.00	$ 113.00	$ 166.00	$ 220.00	$ 69.00	$ 128.00	$ 190.00	$ 265.00
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2027 Community Center 600 Grant St - Refuse								
2 - Yd Dumspter	$ 66.00	$ 128.00	$ 190.00	$ 252.00	$ 78.00	$ 132.00	$ 208.00	$ 275.00
4 - Yd Dumpster	$ 90.00	$ 175.00	$ 258.00	$ 340.00	$ 95.00	$ 162.00	$ 275.00	$ 379.00
6 - Yd Dumpster	$ 113.00	$ 219.00	$ 324.00	$ 430.00	$ 130.00	$ 227.00	$ 243.00	$ 436.00
8 - Yd Dumpster	$ 136.00	$ 262.00	$ 391.00	$ 517.00	$ 165.00	$ 350.00	$ 400.00	$ 572.00
2027 Community Center 600 Grant St - Recycle								
2 - Yd Dumspter	$ 59.00	$ 113.00	$ 166.00	$ 220.00	$ 69.00	$ 128.00	$ 190.00	$ 265.00
4 - Yd Dumpster	$ 74.00	$ 141.00	$ 208.00	$ 275.00	$ 88.00	$ 165.00	$ 220.00	$ 315.00
6 - Yd Dumpster	$ 85.00	$ 179.00	$ 255.00	$ 334.00	$ 100.00	$ 210.00	$ 315.00	$ 415.00
8 - Yd Dumpster	$ 103.00	$ 196.00	$ 291.00	$ 385.00	$ 117.00	$ 268.00	$ 360.00	$ 475.00
2027 Mission Square 114 S Wisconsin St - Refuse								
2 - Yd Dumspter	$ 66.00	$ 128.00	$ 190.00	$ 252.00	$ 78.00	$ 132.00	$ 208.00	$ 275.00
4 - Yd Dumpster	$ 90.00	$ 175.00	$ 258.00	$ 340.00	$ 95.00	$ 162.00	$ 275.00	$ 379.00
6 - Yd Dumpster	$ 113.00	$ 219.00	$ 324.00	$ 430.00	$ 130.00	$ 227.00	$ 243.00	$ 436.00
8 - Yd Dumpster	$ 136.00	$ 262.00	$ 391.00	$ 517.00	$ 165.00	$ 350.00	$ 400.00	$ 572.00
2027 Mission Square 114 S Wisconsin St - Recycle								
2 - Yd Dumspter	$ 59.00	$ 113.00	$ 166.00	$ 220.00	$ 69.00	$ 128.00	$ 190.00	$ 265.00
4 - Yd Dumpster	$ 74.00	$ 141.00	$ 208.00	$ 275.00	$ 88.00	$ 165.00	$ 220.00	$ 315.00
6 - Yd Dumpster	$ 85.00	$ 179.00	$ 255.00	$ 334.00	$ 100.00	$ 210.00	$ 315.00	$ 415.00
8 - Yd Dumpster	$ 103.00	$ 196.00	$ 291.00	$ 385.00	$ 117.00	$ 268.00	$ 360.00	$ 475.00
2027 Future Downtown Location - Refuse								
2 - Yd Dumspter	$ 66.00	$ 128.00	$ 190.00	$ 252.00	$ 78.00	$ 132.00	$ 208.00	$ 275.00
4 - Yd Dumpster	$ 90.00	$ 175.00	$ 258.00	$ 340.00	$ 95.00	$ 162.00	$ 275.00	$ 379.00
6 - Yd Dumpster	$ 113.00	$ 219.00	$ 324.00	$ 430.00	$ 130.00	$ 227.00	$ 243.00	$ 436.00
8 - Yd Dumpster	$ 136.00	$ 262.00	$ 391.00	$ 517.00	$ 165.00	$ 350.00	$ 400.00	$ 572.00
2027 Future Downtown Location - Recycle								
2 - Yd Dumspter	$ 59.00	$ 113.00	$ 166.00	$ 220.00	$ 69.00	$ 128.00	$ 190.00	$ 265.00
4 - Yd Dumpster	$ 74.00	$ 141.00	$ 208.00	$ 275.00	$ 88.00	$ 165.00	$ 220.00	$ 315.00
6 - Yd Dumpster	$ 85.00	$ 179.00	$ 255.00	$ 334.00	$ 100.00	$ 210.00	$ 315.00	$ 415.00
8 - Yd Dumpster	$ 103.00	$ 196.00	$ 291.00	$ 385.00	$ 117.00	$ 268.00	$ 360.00	$ 475.00
2028 Nicolet Square - Refuse								
2 - Yd Dumspter	$ 70.00	$ 135.00	$ 200.00	$ 265.00	$ 77.00	$ 125.00	$ 215.00	$ 284.00
4 - Yd Dumpster	$ 95.00	$ 184.00	$ 271.00	$ 357.00	$ 97.00	$ 170.00	$ 285.00	$ 388.00
6 - Yd Dumpster	$ 119.00	$ 230.00	$ 341.00	$ 452.00	$ 140.00	$ 235.00	$ 375.00	$ 448.00
8 - Yd Dumpster	$ 143.00	$ 275.00	$ 411.00	$ 543.00	$ 162.00	$ 285.00	$ 415.00	$ 595.00
2028 Nicolet Square - Recycle								
2 - Yd Dumspter	$ 62.00	$ 119.00	$ 175.00	$ 231.00	$ 74.00	$ 135.00	$ 200.00	$ 275.00
4 - Yd Dumpster	$ 78.00	$ 148.00	$ 219.00	$ 289.00	$ 93.00	$ 170.00	$ 228.00	$ 325.00
6 - Yd Dumpster	$ 90.00	$ 188.00	$ 268.00	$ 351.00	$ 110.00	$ 220.00	$ 323.00	$ 425.00
8 - Yd Dumpster	$ 109.00	$ 206.00	$ 306.00	$ 405.00	$ 125.00	$ 280.00	$ 370.00	$ 485.00
2028 Marquette Square - Refuse								
2 - Yd Dumspter	$ 70.00	$ 135.00	$ 200.00	$ 265.00	$ 77.00	$ 125.00	$ 215.00	$ 284.00
4 - Yd Dumpster	$ 95.00	$ 184.00	$ 271.00	$ 357.00	$ 97.00	$ 170.00	$ 285.00	$ 388.00
6 - Yd Dumpster	$ 119.00	$ 230.00	$ 341.00	$ 452.00	$ 140.00	$ 235.00	$ 375.00	$ 448.00
8 - Yd Dumpster	$ 143.00	$ 275.00	$ 411.00	$ 543.00	$ 162.00	$ 285.00	$ 415.00	$ 595.00
2028 Marquette Square - Recycle								
2 - Yd Dumspter	$ 62.00	$ 119.00	$ 175.00	$ 231.00	$ 74.00	$ 135.00	$ 200.00	$ 275.00
4 - Yd Dumpster	$ 78.00	$ 148.00	$ 219.00	$ 289.00	$ 93.00	$ 170.00	$ 228.00	$ 325.00
6 - Yd Dumpster	$ 90.00	$ 188.00	$ 268.00	$ 351.00	$ 110.00	$ 220.00	$ 323.00	$ 425.00
8 - Yd Dumpster	$ 109.00	$ 206.00	$ 306.00	$ 405.00	$ 125.00	$ 280.00	$ 370.00	$ 485.00
2028 Alley 400 Reid St - Refuse								
2 - Yd Dumspter	$ 70.00	$ 135.00	$ 200.00	$ 265.00	$ 77.00	$ 125.00	$ 215.00	$ 284.00
4 - Yd Dumpster	$ 95.00	$ 184.00	$ 271.00	$ 357.00	$ 97.00	$ 170.00	$ 285.00	$ 388.00
6 - Yd Dumpster	$ 119.00	$ 230.00	$ 341.00	$ 452.00	$ 140.00	$ 235.00	$ 375.00	$ 448.00
8 - Yd Dumpster	$ 143.00	$ 275.00	$ 411.00	$ 543.00	$ 162.00	$ 285.00	$ 415.00	$ 595.00
2028 Alley 400 Reid St - Recycle								
2 - Yd Dumspter	$ 62.00	$ 119.00	$ 175.00	$ 231.00	$ 74.00	$ 135.00	$ 200.00	$ 275.00
4 - Yd Dumpster	$ 78.00	$ 148.00	$ 219.00	$ 289.00	$ 93.00	$ 170.00	$ 228.00	$ 325.00
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2028 Community Center 600 Grant St - Refuse								
2 - Yd Dumspter	$ 70.00	$ 135.00	$ 200.00	$ 265.00	$ 77.00	$ 125.00	$ 215.00	$ 284.00
4 - Yd Dumpster	$ 95.00	$ 184.00	$ 271.00	$ 357.00	$ 97.00	$ 170.00	$ 285.00	$ 388.00
6 - Yd Dumpster	$ 119.00	$ 230.00	$ 341.00	$ 452.00	$ 140.00	$ 235.00	$ 375.00	$ 448.00
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2 - Yd Dumspter	$ 62.00	$ 119.00	$ 175.00	$ 231.00	$ 74.00	$ 135.00	$ 200.00	$ 275.00
4 - Yd Dumpster	$ 78.00	$ 148.00	$ 219.00	$ 289.00	$ 93.00	$ 170.00	$ 228.00	$ 325.00
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2028 Mission Square 114 S Wisconsin St - Refuse								
2 - Yd Dumspter	$ 70.00	$ 135.00	$ 200.00	$ 265.00	$ 77.00	$ 125.00	$ 215.00	$ 284.00
4 - Yd Dumpster	$ 95.00	$ 184.00	$ 271.00	$ 357.00	$ 97.00	$ 170.00	$ 285.00	$ 388.00
6 - Yd Dumpster	$ 119.00	$ 230.00	$ 341.00	$ 452.00	$ 140.00	$ 235.00	$ 375.00	$ 448.00
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2028 Mission Square 114 S Wisconsin St - Recycle								
2 - Yd Dumspter	$ 62.00	$ 119.00	$ 175.00	$ 231.00	$ 74.00	$ 135.00	$ 200.00	$ 275.00
4 - Yd Dumpster	$ 78.00	$ 148.00	$ 219.00	$ 289.00	$ 93.00	$ 170.00	$ 228.00	$ 325.00
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2028 Future Downtown Location - Refuse								
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4 - Yd Dumpster	$ 95.00	$ 184.00	$ 271.00	$ 357.00	$ 97.00	$ 170.00	$ 285.00	$ 388.00
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2028 Future Downtown Location - Recycle								
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8 - Yd Dumpster	$ 109.00	$ 206.00	$ 306.00	$ 405.00	$ 125.00	$ 280.00	$ 370.00	$ 485.00

City of De Pere, Wisconsin

I.17

Request for Common Council Action

MEETING DATE:	October 21, 2025
DEPARTMENT:	Public Works
FROM:	Thomas Blohowiak , Maintenance Supervisor
SUBJECT:	Resolution #25-114 Authorizing transfer of $8,909.10 from Unassigned Reserves to fund City Hall generator repairs.
RECOMMENDED ACTION:	Motion to approve.

Just prior to the Finance/Personnel Committee meeting, the City received a check in the amount of $7,748.04 from its insurance company; therefore, the amount requested from Unassigned Reserves was amended to $8,909.10 (from $16,657.14). The F/P Committee unanimously approved the use of Unassigned Reserves in the amended amount of $8,909.10 at its meeting on October 14, 2025.

ATTACHMENTS:
Reso25-114, Memo to Finance generator repairs, Johnson Controls &Total Energy Systems, Cumins invoice, Total Energy Systems Invoice_INV147781 for generator

RESOLUTION #25-114

AUTHORIZING TRANSFER OF $8,909.10 FROM UNASSIGNED RESERVES
TO FUND CITY HALL GENERATOR REPAIRS

WHEREAS, during several power outages in August at the City Hall complex, various back-up generator failures occurred which necessitated emergency service calls, with the power losses also ultimately causing damage to the door access controls for the fire department, all of which required emergency repairs; and

WHEREAS, to ensure the City's emergency preparedness for potential future outages, the City Manager authorized the necessary generator repairs, as well as replacement of the circuit boards for the door access panel in the amount of $16,657.14; and

WHEREAS, upon completion of the repairs, a formal budget amendment is necessary to allocate funds expended from Unassigned Reserves for this work in the amount of $8,909.10, the remaining amount following receipt of the insurance carrier portion; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council hereby authorizes the transfer of funds from City's Unassigned Reserves account in the amount of $8,909.10 and approves the allocation to Account 100-52200-350 (Fire Rescue - Repair and Maintenance Supplies).

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 21st day of October, 2025.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 10/14/2025

CITY OF DE PERE
MEMO

To: Honorable Mayor James G. Boyd
Members of the Finance/Personnel Committee
From: Thomas Blohowiak, Maintenance Supervisor
Date: October 14, 2025
RE: **Consideration and possible action to approve funds from unassigned reserves for City Hall Generator repairs in the amount of $16,657.14 ***

BACKGROUND:

On August 6 at 6:00 AM, the east side of De Pere lost power from WPS. The City of De Pere has a generator in the Fire department to respond to the loss of power. The generator started but ran for 30 minutes and shut down. Staff brought in the large trailer mounted generator to power up City Hall complex. I requested an emergency service call to find out why the back-up generator stopped running for over speed from Cummins. They found a bad speed sensor. The part had to be ordered. While waiting for the part we left the large generator hooked onto the building so staff could have backup power for the next round of storms. On Saturday August 9, 2025, at 3:00 PM power did go out again from WPS. The Fire department started the large generator, it ran till 3:00 AM when it ran out of fuel. The WPS power was back on, so they switched back to prime power. The fuel gauge showed a full tank when it shut off. I received quotes to fix both issues. On August 12, 2025, we had the 2 issues repaired. While the Technician was testing the repairs, we found that one of the power transfer switches for the fire department generator had a bad control board and caused a 3–4-minute delay to send power for emergency egress lighting. Kim Flom has approved the purchase of the control board. On August 15, 2025, a WPS transformer blew up 2 streets away from City Hall and we lost power again. After bringing over the large generator for the third time, we found the door access controls for the fire department did not work after powering up the building. We found the battery not plugged into the control panel. After replacing the batteries, we found a blown fuse. I replaced the fuse, and it blew instantly. We called Johnson Control to repair the door access panel. After the repair was complete, we learned that 2 circuit boards were damaged from the power loss. The City incurred several invoices for work that was not budgeted for.

Below is a list of invoices received.

1. Cummins	INV F4-250889597	$334.34
2. Total Energy Systems Invoice #	INV 145787	$1,106.88
3. Johnson Controls Invoice #	INV 53268334	$10,228.04
4. Total Energy Systems Invoice #	INV 147781	$4,987.88
	Total	$16,657.14

<u>Staff Recommendation</u>

Staff recommend using unassigned reserves to cover the list of expenses that were not budgeted for.

Total Energy Systems, LLC

200 S. Washington Street, Suite 305 Green Bay, WI 54301

Green Bay, WI	877-499-3171	(920) 499-3171	FAX 920-499-9409
De Pere, WI	888-548-1400	(920) 964-1400	FAX 920-964-1409
Milwaukee, WI	800-236-6626	(414) 357-7900	FAX 414-357-6278
Bloomington, MN	866-583-1671	(651) 925-3183	FAX 952-767-1681
Grand Rapids, MI	888-341-5610	(616) 971-0141	FAX 616-971-0146
Wixom, MI	877-927-9797	(248) 624-7230	FAX 248-624-7410

Original Invoice

Invoice Number
INV145787
Invoice Date
8/15/2025

Sold To
CITY OF DE PERE
925 S 6TH STREET
DE PERE WI 54115
UNITED STATES

Ship To
CITY OF DE PERE
CITY HALL
320 SOUTH WISCONSIN AVE.
DE PERE WI 54115
UNITED STATES

Order No.	Order Date	Customer #	LOC	Customer Terms	Due Date	PO #
SO86070	8/11/2025	271	20 - GREEN BAY	Net 30	9/14/2025	

Equipment Model	Equipment Serial	Customer Comments

Quantity	Item Description	Unit Price	Net Price
1	SENSOR, MAG SPEED	$500.00	$500.00
1	FREIGHT-SP	$30.00	$30.00
10	FIELD SERVICE MILEAGE	$3.50	$35.00
1	SERVICE TECHNOLOGY FEE	$55.00	$55.00
4	SERVICE SUPPORT FEE	$17.00	$68.00
4	HUNTER G - LABOR HOURS	$100.00	$400.00

08/12/2025 HLG 218 ENGINE HOURS ARRIVED ON SITE AND CHECKED IN WITH TOMMY

GAINED ACCESS TO UNIT

UNIT WAS IN A SHUT DOWN STATE FOR LOW FUEL

FOUND PARTIAL GASKET AIR FILTER BASE LAYING ON TOP OF CONTROLLER

INSTALLED NEW SPEED TIMING SENSOR

REMOVED AIR FILTER AND AIR FILTER BASE

GASKET WAS MISSING

MADE NEW GASKET FROM BULK GASKET MATERIAL

VERIFIED THROTTLE BODY VALVE WAS OPENING WHILE CRANKING

INSTALLED AIR FILTER AND AIR FILTER BASE WITH NEW GASKET

OPEN GAS VALVE

RECEIVED
AUG 21 2025

Pay Now

Total Energy Systems, LLC

200 S. Washington Street, Suite 305 Green Bay, WI 54301

Green Bay, WI	877-499-3171	(920) 499-3171	FAX 920-499-9409
De Pere, WI	888-548-1400	(920) 964-1400	FAX 920-964-1409
Milwaukee, WI	800-236-6626	(414) 357-7900	FAX 414-357-6278
Bloomington, MN	866-583-1671	(651) 925-3183	FAX 952-767-1681
Grand Rapids, MI	888-341-5610	(616) 971-0141	FAX 616-971-0146
Wixom, MI	877-927-9797	(248) 624-7230	FAX 248-624-7410

Original Invoice

Invoice Number
INV145787
Invoice Date
8/15/2025

Quantity	Item Description	Unit Price	Net Price
	STARTED GENERATOR		
	GENERATOR FIRED AND RAN		
	CUSTOMER WANTED TO SET UP AUTOMATIC EXERCISER ON THEIR ATS		
	SET UP EXERCISER PER CUSTOMER FOR EVERY SATURDAY AT 7AM		
	RETURNED GENERATOR TO AUTO AND CLOSED BREAKER		
	PERFORMED OUTAGE TEST		
	GENERATOR STARTED AND TRANSFER SWITCHES TRANSFERRED		
	CAPACITORS FAILED IN LIGHTING TRANSFER SWITCH CAUSING A LONGER TRANSFER TIME		
	RECOMMENDED CONTROLLER BE REPLACED		
	LOOK AT TOWABLE UNIT FOR FUEL GAUGE NOT READING RIGHT		
	REMOVED GAUGE FROM TANK		
	VERIFIED GAUGE MOVED WITH MAGNET AND READ ACUTELY		
	REMOVED FLOAT AND INSTALLED GAUGE BACK IN TO IT		
	EVERYTHING MOVED AND OPERATED CORRECTLY		
	REINSTALLED FUEL GAUGE ASSEMBLY BACK IN TO TANK		
	IT READ 50% INSTEAD OF 100%		
	WHICH IS CORRECT		
	FUEL GAUGE WAS PUT ON BACKWARD ON THE FUEL FLOAT		
	CHECKED OUT WITH TOMMY		
	JOB COMPLETE		
1	RECOMMENDED SERVICE ESTIMATE - Inspection	$0.00	$0.00
1	AIR HORN GASKET	$18.88	$18.88

RECEIVED
AUG 21 2025

Pay Now

Total Energy Systems, LLC

200 S. Washington Street, Suite 305 Green Bay, WI 54301

Green Bay, WI	877-499-3171	(920) 499-3171	FAX 920-499-9409
De Pere, WI	888-548-1400	(920) 964-1400	FAX 920-964-1409
Milwaukee, WI	800-236-6626	(414) 357-7900	FAX 414-357-6278
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Grand Rapids, MI	888-341-5610	(616) 971-0141	FAX 616-971-0146
Wixom, MI	877-927-9797	(248) 624-7230	FAX 248-624-7410

Original Invoice

Invoice Number
INV145787
Invoice Date
8/15/2025

Subtotal	$1,106.88
Misc. Charges	
Deposit Amount	
Freight	$0.00
Tax Total	$0.00
Total	$1,106.88

Please pay from Invoice, no statement will be sent.

Finance charges of 1.5% per month may apply if payment is not made based on the terms Net 30.

Payments made by credit card are subject to a 3% convenience fee.

You can pay this bill on-line at totalenergysystems.com Click Here for our W-9

Remit To: Total Energy Systems
200 S Washington Street
Suite 305
Green Bay, WI 54301

OK TO PAY - FIRE DEPT

Account # 100-52200-350 = $1,106.88

Emergency Generator Repairs

RECEIVED
AUG 21 2025

Pay Now

Johnson Controls

Send To LOCAL

Johnson Controls Fire Protection LP

D-U-N-S 09-4738007
FED. ID 58-2608861

District # 381
N961 Tower View Dr
GREENVILLE,WI 54942-0000
920-494-8741
Billing Questions, Contact =

INVOICE NO.	INVOICE DATE	PO NUMBER
53268334	08-18-25	

SERVICE REQUEST #	SERVICE REQ. CREATED	NATIONAL ACCOUNT NUMBER
59958504	08-15-25	

PAYMENT TERMS: Due upon receipt

Bill To: 381-00791162
De Pere City Hall
335 S Broadway
~~DE PERE~~ WI 54115-2526

Ship To: 381-00791162
De Pere City Hall
335 S Broadway
DE PERE WI 54115-2526

Service Requested By: Tom Blohowiak

Requestors Phone Number:

Due to increasing credit card processing costs, we impose a surcharge* on the total transaction amount on credit card transactions of 2.5%, which is not greater than our credit card processing fee. We do not surcharge debit cards. *Due to statutory restrictions, we do not impose a surcharge on customers located in Connecticut, Maine, Massachusetts, New York or Colorado.

Standard Non-PMA Customer Expense Rate Total :	$10
Expense Discount for PMA Customer:	$10
Discounted Expense Rate Total	$0

Discount earned under Contract: 80977024.For additional discounts, Please contact your local JCI Office at 800-746-7539

RECEIVED
AUG 27 2025

OK TO PAY - FIRE DEPT

Account # 100-52200-350= $10,228.04

8/27/25

Labor	$1,609.22
Material	$8,618.82
Other	$0.00
Invoice Amount	$10,228.04
Taxes	$0.00
Total Invoice Amount	$10,228.04
Payment Received	$0.00

Scope of work for service performed on your C-Cure 9000 System is not covered by your service agreement

Description of work
Service Call
Tech arrived on site and replaced the iSTAR Ultra USTAR-GCM and USTAR-ACM-SE boards at Fire Dept Station 1, which were unresponsive due to power surges and a generator failure. Tech spent 1.5 hours onsite completing these tasks after picking up emergency parts from Greenville. Tom will replace the failed batteries in the power supplies.
Service is complete
Thank you for your business!

Total Amount Due ▶ $10,228.04

Johnson Controls

REMITTANCE COPY

PLEASE TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT - WRITE INVOICE NO. ON YOUR CHECK

TOTAL AMOUNT DUE
$10,228.04

To Pay Online, scan QR or go to:
www.johnsoncontrols.com/billpay

To Pay by Electronic Funds Transfer (EFT):
Account Name: JOHNSON CONTROLS FIRE PROTECTION LP
Account Number: 004451926221
Account Type: Checking
Bank's Name: Bank of America
Address: 100W 33RD ST, 4TH FL New York, NY 10001
Transit Routing Number: 111000012

REMIT TO:
Johnson Controls Fire Protection LP
P. O. Box 7411447
Chicago IL 60674-1447

5001022804253268334

1441-SL-Service-2997 381 53268334 00791162

EOC

Johnson Controls

Billing Questions:

District # 381
N961 Tower View Dr
GREENVILLE,WI 54942-0000
920-494-8741

Johnson Controls Fire Protection LP

INVOICE NO.
53268334

DATE OF INVOICE
08-18-25

INVOICE SERVICE DETAIL

SERVICE REQ #	TASK #	DATE OF SERVICE	ITEMIZATION OF CHARGES	PRODUCT ID	UOM	AMOUNT
9958504	102877348	14-AUG-25	ISTAR ULTRA GCM, BD ONLY	USTAR-GCM	1 EA	$5,745.88
			ISTAR ULTRA SE ACM BOARD	USTAR-ACM-SE	1 EA	$2,872.94
			ALARM AND DETECTION REGULAR LABOR	SFTW OP RG	4.68 HR	$1,609.22
9958504		15-AUG-25	Safety and Personal Protection Equipment Fee	PPE FEE	1 EA	$0.00

RECEIVED
AUG 27 2025

De Pere Fire Rescue
400 Lewis Street
De Pere, WI 54115

№ 2440

PURCHASE ORDER

DATE: 8/13/2025

TO: Total Energy Systems

Quantity	Description	Account Number	Unit Price	Amount
	Generator - Replace controller due to Capacitor Failure			$4,987.88
	Acct # 100.52200.350			

Authorized By 8/13/25

Prepared By 8/13/25

White - Vendor Yellow - Accts. Payable Dept. Pink - Issuing Dept.

Total Energy Systems

Estimate #: 125092
Estimate Date: 8/12/2025
Customer #: 271
Site #: 1-CITY HALL

Phone: (888) 548-1400
Email: service@totalenergysystems.com
Website: www.totalenergysystems.com

Estimate Overview

For:
CITY OF DE PERE
925 S 6TH STREET
De Pere, WI 54115
US
Attn: ---

Phone: 9203394060
Email:

Site:
1-CITY HALL
320 SOUTH WISCONSIN AVE
De Pere, WI 54115
US

Phone:
Email:

Model Number: 60RZG KOHLER GAS GENERATOR

Serial Number: 0684186

Description of Proposed Work

The following estimate has been created to replace controller due to capacitor failure, this is causing long transfer times.

Please review and let me know what questions you have. Once an approval or PO has been granted, we will order necessary parts, then call to schedule the work to be completed. Thank you for the opportunity and for Trusting Total Energy Systems with all your generator needs.

Respectfully,

Stephanie Engebose
Service Coordinator
Phone: (920) 425-3305
E-mail: sengebose@totalenergysytems.com

350

Rental Generators, Cable, Transformers, and Transfer Switches Available
"Proven Provider of Critical Power Solutions"

Description of Proposed Work Details

Quantity	Line Description
2.50	GB - ESTIMATE LABOR
2.50	SERVICE SUPPORT FEE
1.00	SERVICE TECHNOLOGY FEE
10.00	FIELD SERVICE MILEAGE
1.00	FREIGHT-SP
1.00	SERVICE, MPAC1200-STD TRANS

Total Estimated Amount **$4,987.88**

Terms: Net 30

Please Note: Pricing Does Not Include any *applicable taxes.*

Estimate is Valid for 30 Days from 8/12/2025. This is a good faith Estimate of Repairs.
Any concealed damage or additional work found necessary will be estimated separately.

Rental Generators, Cable, Transformers, and Transfer Switches Available
"Proven Provider of Critical Power Solutions"

Customer Approval

Thank you for your business!

Please complete and sign to indicate approval:

☐ Approved, work to be performed:

☐... immediately

☐... at next scheduled PM

☐... on this date _____

Signature: _____

Print Name: _____

Date: _____ PO Number: _____

Rental Generators, Cable, Transformers, and Transfer Switches Available

"Proven Provider of Critical Power Solutions"

Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
Cummins Sales and Service
PO Box 772639
Detroit, MI 48277-2639

GREEN BAY WI BRANCH
939 LAWRENCE DRIVE
DEPERE, WI 54115-5070
(920)336-9631

*****REPRINT*****

INVOICE NO
F4-250889597
TO PAY ONLINE LOGON TO customerpayment.cummins.com

BILL TO

DE PERE FIRE RESCUE
400 LEWIS ST
DE PERE, WI 54115-2717

OWNER

EAST FIRE STATION
400 LEWIS ST
DE PERE, WI 54115-2717
TOM BLOHOWIAK - 920 6391336

***** CHARGE *****

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
08-AUG-2025	EMAIL APPROVED - TOM		60RZ6		KOHLER
CUSTOMER NO.	**SHIP VIA**	**FAIL DATE**	**ENGINE SERIAL NO.**	**CPL NO.**	**EQUIPMENT MODEL**
37350		08-AUG-2025	0684186		GENSET KOHLER
REF. NO.	**SALESPERSON**	**PARTS DISP.**	**MILEAGE/HOURS**	**PUMP CODE**	**UNIT NO.**
199051	PT093		217.1 / 217.1		EAST STATION

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT

OSN/MSN/VIN 0684186

COMPLAINT

THIS IS A SERVICE CALL TO HAVE A TECHNICIAN COME TO SITE TO TROUBLESHOOT YOUR UNIT

-OVERSPEED FAULT

-CUSTOMER STATES THE UNIT SPEEDS OFF AND SHUTS DOWN

CONTACT: TOM BLOHOWIAK
920-639-1336

CAUSE

FAILED MAG PICK UP

CORRECTION

08/06/2025

ARRIVED ON SITE, GAINED ACCESS TO THE UNIT. CUSTOMER STATES THE UNIT STARTED THIS MORNING DURING AN OUTAGE BUT SHUT OFF AT SOME POINT. THEY FOUND THE UNIT HAD SHUT DOWN FOR OVER SPEED. THEY CLEARED THE FAULT AND CRANKED THE UNIT BUT IT WOULD NOT START. INSPECTED THE UNIT AND FOUND THE OUTPUT BREAKER AND EXCITATION BREAKER OFF. CUSTOMER TURNED THEM OFF FOR SAFETY. ENABLED EXCITATION BREAKER AND STARTED THE UNIT. ITS RUNNING AT 60HZ AS IT SHOULD. SHUT THE UNIT OFF AND INSPECTED WIRING AND THROTTLE. ATTEMPTED TO RESTART THE UNIT AND IT WILL CRANK BUT NO START. TESTED MAG PICKUP OUTPUT AND HAD 200MV, SEEMS LOW. REMOVED SENSOR AND INSPECTED. NO VISIBLE DAMAGE. CLEANED TIP AND REINSTALLED THE SENSOR. COULD NOT GET A STRONGER SIGNAL. READJUSTED THE SENSOR 3 TIMES WITH NO CHANGE. I BELIEVE THE SENSOR IS BEING AFFECTED BY THE ENGINE TEMP. RECOMMEND REPLACING THE MAG PICKUP SENSOR.

THANK YOU!

COVERAGE

CUSTOMER BILLABLE

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name)_____**SIGNATURE**_____**DATE**_____

TERMS AND CONDITIONS

These terms and conditions ('Terms and Conditions'), together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions represents that by its signing of this Agreement that the signer represents that he or she is duly authorized to enter into this Agreement. Further, Customer authorizes, if applicable, the performance of services and labor on Customer's vehicle and/or equipment as provided. This shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement.

Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website, vendor portal, or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, vendor portal terms, specifications, agreement (whether upstream or otherwise), or any terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES. Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) (""Goods"") and/or perform the maintenance, troubleshooting, diagnostic testing, and/or repair (""Service(s)"") on the equipment identified in the Quote and/or Invoice (""Equipment""), if applicable, in accordance with the specifications in the Quote and/or Invoice. Unless otherwise agreed by the Parties in writing: (i) no additional services or goods are included in this Agreement; and (ii) this Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ('Quote Validation Period'). At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

2. CUSTOMER OBLIGATIONS. If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.

3. INVOICING AND PAYMENT. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services.

If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement; or (ii) suspend its Services and/or suspend delivery of any undelivered Goods or parts in Cummins' possession until payment for unpaid invoices is received. In the event that Cummins suspends its performance of Services due to Customer's breach or non-payment, then Cummins shall be entitled to an equitable extension of its delivery dates and/or schedule of Services for a period of time equal to the suspension period, plus a reasonable ramp up period and all costs (including default interest) caused by such suspension shall be assumed by Customer. Any dispute or claim Customer may have with or against Cummins' invoice, regarding the scope, quality or amount charged for any parts or services provided to Customer, must be asserted in writing and noticed pursuant to these Terms and Conditions within thirty (30) days of the date of the invoice, or shall be waived by the Customer.

4. TAXES; EXEMPTIONS. The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

5. DELIVERY; TITLE AND RISK OF LOSS. Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility. The purchase of Goods or the performance of Services on Equipment, Customer-owned motor vehicle, or any other personal property, is a 'take or pay' obligation on the part of the Customer, such that Customer is absolutely and irrevocably required to accept and pay for the Goods, or any Services performed on Equipment, Customer-owned motor vehicle, or any other personal property, if delivery or pick-up of Goods, Equipment, Customer-owned motor vehicle, or any other personal property, is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date or the date of completion of Services.

In the event Customer fails to pick-up Equipment, Customer-owned motor vehicle, or any other personal property, or fails to take any or all shipments of Goods ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall invoice the Customer and, upon Cummins' sole discretion, Cummins may either: (i) deliver the Goods or Equipment to the location indicated on Customer's purchase order (regardless of whether Customer elected to pick up the Goods or Equipment at Cummins' facility or otherwise indicated an alternate delivery method), and Customer shall assume all associated delivery costs incurred by Cummins, or (ii) charge storage fees for the additional inventory holding period, the additional inventory holding period not to exceed sixty (60) days from the agreed upon delivery date or the date of completion of Services, unless otherwise agreed by Cummins in writing or required by law. A storage fee of twenty-five dollars ($25.00) per day or one and one-half percent (1.5%) per month of the invoiced amount, whichever is greater, shall be assessed for any Goods, Equipment, Customer-owned motor vehicle, or any other personal property, whose delivery or pick-up is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date or the date of completion of Services.

Unless otherwise agreed by Cummins in writing, in the event delivery or pick-up of Goods, Equipment, Customer-owned motor vehicle, or any other personal property, are delayed, deferred, or refused by Customer beyond sixty (60) days from the agreed upon delivery or pick-up date, or date of completion of Services, then Cummins has the right, in its sole discretion, to: (i) tow, remove, or otherwise dispose of the unclaimed Goods, Equipment, Customer-owned motor vehicle, or any other personal property, in accordance with applicable abandonment laws, and/or (ii) make the Goods, Equipment, Customer-owned motor vehicle, or any other personal property, available for auction or sale to other customers or to the public, or (iii) otherwise use, destroy, or recycle the Goods, Equipment, Customer-owned motor vehicle, or any other personal property, at Customer's sole cost and expense, and without any liability to Cummins.

6. DELAYS. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, embargos, wars, strikes or other labor disputes, civil commotion, terrorism, sabotage, late delivery by Cummins'

suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALLY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASSIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE GOODS OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.

7. LIMITED WARRANTIES.

New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.

Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.

HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement."

General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement (""Warrantable Defect""), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

Used Goods: Used Goods are sold ""as is, where is"" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

8. INDEMNIFICATION. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the ""Claims""), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

9. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS? LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER?S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

10. GOVERNING LAW AND JURISDICTION. This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

11. ASSIGNMENT. This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. CANCELLATION; TERMINATION. Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non- recoverable costs incurred by Cummins. Cummins may terminate this Agreement, in whole or in part, for cause if the Customer breaches its obligations under this Agreement, and such breach is not cured within fifteen (15) days after written notice to Customer, or such longer time that Cummins may specify in its notice. Cummins may, at any time, terminate this Agreement for convenience upon thirty (30) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Goods or Services supplied under this Agreement, in accordance with the payment terms detailed in this Agreement.

If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

13. REFUNDS; CREDITS. Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

14. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

15. COMPLIANCE WITH LAWS. Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

16. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

17. PRICING. To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment ('Shipment Date') or, in the case of Services, the date of performance ('Performance Date'), due to economic and market conditions on the Shipment Date or Performance Date, whichever is applicable. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input cost (including without limitation, raw materials, fabrication components, direct or indirect materials, packaging materials, overhead, etc.) and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.

18. MISCELLANEOUS. All notices, including but not limited to disputes of invoices or otherwise, under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. The Parties' rights, remedies, and obligations under this Agreement, which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 9. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof.

19. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
Cummins Sales and Service
PO Box 772639
Detroit, MI 48277-2639

GREEN BAY WI BRANCH
939 LAWRENCE DRIVE
DEPERE, WI 54115-5070
(920)336-9631

*****REPRINT*****

INVOICE NO
F4-250889597
TO PAY ONLINE LOGON TO customerpayment.cummins.com

BILL TO
DE PERE FIRE RESCUE
400 LEWIS ST
DE PERE, WI 54115-2717

OWNER
EAST FIRE STATION
400 LEWIS ST
DE PERE, WI 54115-2717
TOM BLOHOWIAK - 920 6391336

***** CHARGE *****

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
08-AUG-2025	EMAIL APPROVED - TOM		60RZ6		KOHLER
CUSTOMER NO.	**SHIP VIA**	**FAIL DATE**	**ENGINE SERIAL NO.**	**CPL NO.**	**EQUIPMENT MODEL**
37350		08-AUG-2025	0684186		GENSET KOHLER
REF. NO.	**SALESPERSON**	**PARTS DISP.**	**MILEAGE/HOURS**	**PUMP CODE**	**UNIT NO.**
199051	PT093		217.1 / 217.1		EAST STATION

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT

OSN/MSN/VIN 0684186

REMARK 08/06 - CUSTOMER APPROVED - TOM BLOHOWIAK

08/06 - ESTIMATE SENT TO CUSTOMER - TBLOHOWIAK@DEPEREWI.GOV

TAX EXEMPT NUMBERS:

PARTS:		0.00
PARTS COVERAGE CREDIT:		0.00CR
TOTAL PARTS:	**0.00**	
SURCHARGE TOTAL:		**0.00**
LABOR:		251.67
LABOR COVERAGE CREDIT:		0.00CR
TOTAL LABOR:	**251.67**	
TRAVEL:		62.92
TRAVEL COVERAGE CREDIT:		0.00CR
TOTAL TRAVEL:	**62.92**	
MISC.:		19.75
MISC. COVERAGE CREDIT:		0.00CR
TOTAL MISC.:	**19.75**	
ROAD MILEAGE		19.75
LOCAL		**0.00**

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

SUB TOTAL:	334.34
TOTAL TAX:	0.00
TOTAL AMOUNT: US $	**334.34**

AUTHORIZED BY (print name)_____**SIGNATURE**_____**DATE**_____

TERMS AND CONDITIONS

These terms and conditions ('Terms and Conditions'), together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions represents that by its signing of this Agreement that the signer represents that he or she is duly authorized to enter into this Agreement. Further, Customer authorizes, if applicable, the performance of services and labor on Customer's vehicle and/or equipment as provided. This shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement.

Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website, vendor portal, or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, vendor portal terms, specifications, agreement (whether upstream or otherwise), or any terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES. Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) (""Goods"") and/or perform the maintenance, troubleshooting, diagnostic testing, and/or repair (""Service(s)"") on the equipment identified in the Quote and/or Invoice (""Equipment""), if applicable, in accordance with the specifications in the Quote and/or Invoice. Unless otherwise agreed by the Parties in writing: (i) no additional services or goods are included in this Agreement; and (ii) this Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ('Quote Validation Period'). At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

2. CUSTOMER OBLIGATIONS. If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.

3. INVOICING AND PAYMENT. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services.

If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement; or (ii) suspend its Services and/or suspend delivery of any undelivered Goods or parts in Cummins' possession until payment for unpaid invoices is received. In the event that Cummins suspends its performance of Services due to Customer's breach or non-payment, then Cummins shall be entitled to an equitable extension of its delivery dates and/or schedule of Services for a period of time equal to the suspension period, plus a reasonable ramp up period and all costs (including default interest) caused by such suspension shall be assumed by Customer. Any dispute or claim Customer may have with or against Cummins' invoice, regarding the scope, quality or amount charged for any parts or services provided to Customer, must be asserted in writing and noticed pursuant to these Terms and Conditions within thirty (30) days of the date of the invoice, or shall be waived by the Customer.

4. TAXES; EXEMPTIONS. The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

5. DELIVERY; TITLE AND RISK OF LOSS. Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility. The purchase of Goods or the performance of Services on Equipment, Customer-owned motor vehicle, or any other personal property, is a 'take or pay' obligation on the part of the Customer, such that Customer is absolutely and irrevocably required to accept and pay for the Goods, or any Services performed on Equipment, Customer-owned motor vehicle, or any other personal property, if delivery or pick-up of Goods, Equipment, Customer-owned motor vehicle, or any other personal property, is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date or the date of completion of Services.

In the event Customer fails to pick-up Equipment, Customer-owned motor vehicle, or any other personal property, or fails to take any or all shipments of Goods ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall invoice the Customer and, upon Cummins' sole discretion, Cummins may either: (i) deliver the Goods or Equipment to the location indicated on Customer's purchase order (regardless of whether Customer elected to pick up the Goods or Equipment at Cummins' facility or otherwise indicated an alternate delivery method), and Customer shall assume all associated delivery costs incurred by Cummins, or (ii) charge storage fees for the additional inventory holding period, the additional inventory holding period not to exceed sixty (60) days from the agreed upon delivery date or the date of completion of Services, unless otherwise agreed by Cummins in writing or required by law. A storage fee of twenty-five dollars ($25.00) per day or one and one-half percent (1.5%) per month of the invoiced amount, whichever is greater, shall be assessed for any Goods, Equipment, Customer-owned motor vehicle, or any other personal property, whose delivery or pick-up is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date or the date of completion of Services.

Unless otherwise agreed by Cummins in writing, in the event delivery or pick-up of Goods, Equipment, Customer-owned motor vehicle, or any other personal property, are delayed, deferred, or refused by Customer beyond sixty (60) days from the agreed upon delivery or pick-up date, or date of completion of Services, then Cummins has the right, in its sole discretion, to: (i) tow, remove, or otherwise dispose of the unclaimed Goods, Equipment, Customer-owned motor vehicle, or any other personal property, in accordance with applicable abandonment laws, and/or (ii) make the Goods, Equipment, Customer-owned motor vehicle, or any other personal property, available for auction or sale to other customers or to the public, or (iii) otherwise use, destroy, or recycle the Goods, Equipment, Customer-owned motor vehicle, or any other personal property, at Customer's sole cost and expense, and without any liability to Cummins.

6. DELAYS. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, embargos, wars, strikes or other labor disputes, civil commotion, terrorism, sabotage, late delivery by Cummins'

suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALLY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASSIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE GOODS OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.

7. LIMITED WARRANTIES.

New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.

Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.

HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement."

General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement (""Warrantable Defect""), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

Used Goods: Used Goods are sold ""as is, where is"" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

8. INDEMNIFICATION. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the ""Claims""), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

9. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS? LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER?S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

10. GOVERNING LAW AND JURISDICTION. This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

11. ASSIGNMENT. This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. CANCELLATION; TERMINATION. Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non- recoverable costs incurred by Cummins. Cummins may terminate this Agreement, in whole or in part, for cause if the Customer breaches its obligations under this Agreement, and such breach is not cured within fifteen (15) days after written notice to Customer, or such longer time that Cummins may specify in its notice. Cummins may, at any time, terminate this Agreement for convenience upon thirty (30) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Goods or Services supplied under this Agreement, in accordance with the payment terms detailed in this Agreement.

If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

13. REFUNDS; CREDITS. Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

14. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

15. COMPLIANCE WITH LAWS. Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

16. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

17. PRICING. To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment ('Shipment Date') or, in the case of Services, the date of performance ('Performance Date'), due to economic and market conditions on the Shipment Date or Performance Date, whichever is applicable. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input cost (including without limitation, raw materials, fabrication components, direct or indirect materials, packaging materials, overhead, etc.) and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.

18. MISCELLANEOUS. All notices, including but not limited to disputes of invoices or otherwise, under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. The Parties' rights, remedies, and obligations under this Agreement, which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 9. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof.

19. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

Total Energy Systems, LLC

200 S. Washington Street, Suite 305 Green Bay, WI 54301

Green Bay, WI	877-499-3171	(920) 499-3171	FAX 920-499-9409
De Pere, WI	888-548-1400	(920) 964-1400	FAX 920-964-1409
Milwaukee, WI	800-236-6626	(414) 357-7900	FAX 414-357-6278
Bloomington, MN	866-583-1671	(651) 925-3183	FAX 952-767-1681
Grand Rapids, MI	888-341-5610	(616) 971-0141	FAX 616-971-0146
Wixom, MI	877-927-9797	(248) 624-7230	FAX 248-624-7410

Original Invoice

Invoice Number
INV147781
Invoice Date
9/18/2025

Sold To
CITY OF DE PERE
925 S 6TH STREET
DE PERE WI 54115
UNITED STATES

Ship To
CITY OF DE PERE
320 SOUTH WISCONSIN AVE
DE PERE WI 54115
UNITED STATES

Order No.	Order Date	Customer #	LOC	Customer Terms	Due Date	PO #
SO87947	9/17/2025	271	20 - GREEN BAY	Net 30	10/18/2025	2440

Equipment Model	Equipment Serial	Customer Comments

Quantity	Item Description	Unit Price	Net Price
1	SERVICE, MPAC1200-STD TRANS	$4,275.38	$4,275.38
1	FREIGHT-SP	$30.00	$30.00
10	FIELD SERVICE MILEAGE	$3.50	$35.00
1	SERVICE TECHNOLOGY FEE	$55.00	$55.00
2.5	SERVICE SUPPORT FEE	$17.00	$42.50
2.5	CHRISTOPHER P - LABOR HOURS	$220.00	$550.00

09/17/2025 CRP 222

4 engine hours

Drove to site

Called Tom and was given access to the building, generator, and transfer switches

Removed and replaced transfer switch control

Set up new control based off of the parameters on the old one

Calibrated co towel for the proper voltages on each phase

Complete two transfer test to verify operation

Verified generator is in auto, battery charger is on, and breakers are closed

Notified Tom that the job is complete

Drove back to the shop

Pay Now

Total Energy Systems, LLC

200 S. Washington Street, Suite 305 Green Bay, WI 54301

Green Bay, WI	877-499-3171	(920) 499-3171	FAX 920-499-9409
De Pere, WI	888-548-1400	(920) 964-1400	FAX 920-964-1409
Milwaukee, WI	800-236-6626	(414) 357-7900	FAX 414-357-6278
Bloomington, MN	866-583-1671	(651) 925-3183	FAX 952-767-1681
Grand Rapids, MI	888-341-5610	(616) 971-0141	FAX 616-971-0146
Wixom, MI	877-927-9797	(248) 624-7230	FAX 248-624-7410

Original Invoice

Invoice Number
INV147781
Invoice Date
9/18/2025

Subtotal	$4,987.88
Misc. Charges	
Deposit Amount	
Freight	$0.00
Tax Total	$0.00
Total	$4,987.88

Please pay from Invoice, no statement will be sent.

Finance charges of 1.5% per month may apply if payment is not made based on the terms Net 30.

Payments made by credit card are subject to a 3% convenience fee.

You can pay this bill on-line at totalenergysystems.com Click Here for our W-9

Remit To:
Total Energy Systems
200 S Washington Street
Suite 305
Green Bay, WI 54301

Pay Now

City of De Pere, Wisconsin

I.18

Request for Common Council Action

MEETING DATE:	October 21, 2025
DEPARTMENT:	Parks, Recreation & Forestry
FROM:	Marty Kosobucki, Parks, Recreation and Forestry Director
SUBJECT:	Resolution #25-115 Authorizing transfer of $15,295 from Unassigned Reserve to fund emergency sanitary sewer line repairs at Legion Pool.
RECOMMENDED ACTION:	Motion to Approve

The Finance/Personnel Committee, at the October 14, 2025 meeting, approved the emergency use of unassigned reserves for sanitary sewer line repairs at Legion Pool in the amount of $15,295. The motion passed unanimously.

ATTACHMENTS:
Reso25-115, Memo.Legion Emergency Repair.Sanitary, Invoice Legion Pool Sanitary Repairs

RESOLUTION #25-115

AUTHORIZING TRANSFER OF $15,295 FROM UNASSIGNED RESERVES
TO FUND EMERGENCY SANITARY SEWER LINE REPAIRS AT LEGION POOL

WHEREAS, Legion Pool experienced a sewer back up into the bath house, which required emergency repair; and

WHEREAS, the City Manager authorized necessary emergency repairs to the portions of the sanitary sewer line that showed signs of deterioration by slip lining those areas; and

WHEREAS, a formal budget amendment is necessary, following completion of the repairs, to allocate funds expended from Unassigned Reserves for this work in the amount of $15,295; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council hereby authorizes the transfer of funds from City's Unassigned Reserves account in the amount of $15,295 and approves the allocation to Account 213-55420-810 (Aquatics Facilities-Capital Equipment).

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 21st day of October, 2025.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 10/14/2025

CITY OF DE PERE
MEMO

To: Finance/Personnel Committee
From: Marty Kosobucki
Director of Parks, Recreation and Forestry
Date: October 14, 2025

RE: Consideration and possible action to approve emergency use of unassigned reserves for sanitary sewer line repairs at Legion Pool in the amount of $15,295

Summary: Staff obtained emergency approval of getting sanitary lines repaired at Legion Pool in the amount of $15,295.

Background:
In late summer, we experienced a sewer back up into the Legion Pool bath house. A contractor was immediately called in to clear the lines. After clearing, we were notified from our contractor that parts of our sewer lines have deteriorated and are showing signs of collapsing. Upon getting this information and reviewing some video footage, staff investigated several options and costs related to fixing the pool. One method was to slip line all the sanitary lines, however this cost was close to $40-$50K. Another option was for staff to determine the areas of the sanitary line that were showing signs of deterioration and only line these areas. Staff obtained an estimate on this second option which came out to $16-$17K. Staff met with the Mayor and City Manager to discuss options and were give the authority to proceed and schedule the repair.

We have waited to bring this forward until now, because we wanted to wait until the work was done to determine final costs and the work was not scheduled until after the pool closed.

Staff Recommendation: Approve Unassigned Reserves to fund the repair of Legion Pool Sanitary lines in the amount of $15,295.

Roto-Rooter

INVOICE	#16183
SERVICE DATE	Sep 17, 2025
PAYMENT TERMS	Upon receipt
DUE DATE	Sep 30, 2025
AMOUNT DUE	**$15,295.00**

City Of De Pere - Jeff
1212 Charles St
De Pere, WI 54115

(920) 639-1004
tblohowiak@deperewi.gov

CONTACT US

P.O. Box 5253
De Pere, WI 54115

(920) 497-1983
RRSheCalBrown@gmail.com

INVOICE

Services	qty	unit price	amount
Pipe prep. For cipp (descale iron) Charged by half day 2 techs Flex shaft, high pressure water, cable, camera, ect.	3.0	$1,500.00	$4,500.00
CURE IN PLACE PIPE (CIPP) FIRST 10' Equipment fee Pipe prep Installation of 10' (or 2 x 5')	1.0	$2,700.00	$2,700.00
Cure in place pipe installed Women's side to main (This in itself should get good 5 years. Blockage always in this section. Failure in cast iron.) Skipping the none essential wyes. 80 feet to concrete pipe.	62.0	$110.00	$6,820.00
Cure in place pipe installed Main line and men's side 50' if needed after cleaning. Skipping non essential wyes Floor drain in men's changing area ties into this line. All others tie into clean out from woman's side. Aggressively descaled and patched two holes. 5' patches each 50 feet to concrete pipe	10.0	$110.00	$1,100.00
Half reinstatement Opening one side of a wye after cipp has been installed.	1.0	$175.00	$175.00

Subtotal	$15,295.00
Total Tax	$0.00
Tax (5.5%)	$0.00
Job Total	**$15,295.00**
Amount Due	**$15,295.00**

See our Terms & Conditions

City of De Pere, Wisconsin

I.19

Request for Common Council Action

MEETING DATE:	October 21, 2025
DEPARTMENT:	Human Resources
FROM:	Tracy Hood, Human Resources Generalist
SUBJECT:	Resolution #25-116 Approving Amendments to Sections 2. General Guidelines of Employment, 3. General Policies, 4. Employee Conduct, 6. Compensation, 7. Time Off and Away from Work, 9. Separation from Employment and 10. Expenses and Reimbursements of the City of De Pere Employee Policy Manual.
RECOMMENDED ACTION:	Motion to approve to policy changes.

This item was unanimously approved by the Finance/Personnel Committee at its meeting on October 14, 2025.

ATTACHMENTS:
Reso25-116, 2025 Policy Updates Redline to Finance and Council 10.2025, 2025 Policy Updates Memo to Finance and Council 10.2025

RESOLUTION #25-116

APPROVING AMENDMENTS TO THE CITY OF DEPERE EMPLOYEE POLICY MANUAL IN SECTIONS 2. GENERAL GUIDELINES OF EMPLOYMENT, 3. GENERAL POLICIES, 4. EMPLOYEE CONDUCT, 6. COMPENSATION, 7. TIME OFF AND AWAY FROM WORK, 9. SEPARATION FROM EMPLOYMENT AND 10. EXPENSES AND REIMBURSEMENTS

WHEREAS, the Finance/Personnel Committee has reviewed the proposed changes to the Employee Policy Manual as recommended by the Human Resources Department to clarify language, remain competitive and current within the workforce, as well as to address the needs of City employees; and

WHEREAS, the Committee recommends approval of such changes as more fully set forth below.

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

The Common Council hereby approves and adopts the following amendments to Sections 2, 3, 4, 6, 7, 9 and 10 of the City of De Pere Employee Policy Manual as is attached hereto in redlined form and incorporated herein by reference.

BE IT FURTHER RESOLVED THAT:

All City officers, officials 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 21st day of October, 2025.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 10/14/2025

2.2 Work Schedule/ Remote Work

Applicable to non-represented employees; sections E & F are applicable to represented employees.

B. Water Schedule: For employees in the Water Department, each week the department head or supervisor may schedule an employee to work on Saturday and Sunday. These weekend assignments are rotated among qualified employees in the Division.

The Director of Public Works or designee may assign personnel from the Water Division or other qualified employees to be available for responses on a standby basis for hours outside of the normal workday including weekends and holidays. Employees will be compensated at $1.75 per hour when on standby; effective January 1, 2026, employees will receive $40 per day while on standby. An employee assigned to standby shall respond to ~~answering service~~calls within 15 minutes of the call and be able to report to the worksite within 30 minutes of taking the call and perform the necessary task to alleviate the emergency situation.

2.7 Recruitment, Promotions, Transfers and Assignments

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The hiring process is determined in the following manner:

- Police and Fire subordinates: Appointed to office by the Chief and approved by the Police and Fire Commission. The Police and Fire Chiefs shall be appointed by the Police and Fire Commission. Non-subordinate police and fire department employees are hired as all other positions below.
- City Officers: Appointed by the ~~Mayor~~City Manager (except for the Police and Fire Chiefs, who are appointed by the Police and Fire Commission)~~ and confirmed by the City Council~~.
- ~~City Administrator~~City Manager: Appointed by the Common Council.
- All other positions: Hired by the recruiting department head and the Human Resources ~~Director or designee~~Department.
- All job offers for benefit eligible positions will be made by the Human Resources Department.

…

C. Creating, Filling and Eliminating Positions

1. New Position: –The Finance/Personnel Committee shall approve the creation of and salary range for any new position added to the City's table of organization.

2. Existing Position Accounted for in Current Budget: Any position accounted for in the current budget which becomes vacant shall not be filled until the need for doing so is determined upon review by ~~the City Administrator,~~ the Human Resources ~~Director~~Department, and the department head. If it is determined to fill such position, the Human Resources department shall move forward with recruiting for the position.

   If it is determined that the position should remain vacant, then such determination shall be reviewed by the Finance/Personnel Committee.

3. Eliminating Position: The Finance/Personnel Committee shall review all proposals to eliminate any position within the City's table of organization.

4. Filling Seasonal Positions in the Parks, Recreation & Forestry and Public Works Departments: The best applicant will be hired for each available position. Where all factors are equal, applicants who reside in the City shall be given preference over non-City resident applicants. For purposes of this provision, resident means a person whose legal residence is within the corporate limits of the City of De Pere at the time of hire.

D. Change in Classification from Represented Position to a Non-Represented Position: When an employee changes classification from being represented by a collective bargaining agreement (represented) to no longer being represented by a collective bargaining agreement (non-represented) the employee will follow the benefits as outlined in the City of De Pere Employee Policy Manual.

   Time off that has already been earned will be prorated, converted or paid out as follows:

   1. Compensatory Time: Employees that have earned compensatory time (comp time) will be paid out their comp time based on their hourly rate of pay prior to their classification change. The payment of comp time may be spread out over the course of multiple pay periods.

   2. Vacation Accrual: Employees that accrue vacation in the prior year to use in the current year will have their vacation hours converted to current year accrual. Employees may be granted additional automatic vacation carryover, which will typically not exceed three years. Employees will earn vacation based on the vacation schedule in the policy manual, based on their years of service.

A. Employees that have a permanent schedule change from 2912 annual hours to 2080 annual hours will have their vacation accrual for that year prorated. Vacation time will be prorated based on the number of months the employee works under each schedule within the calendar year.

3. National Holidays: Employees who have earned, but not yet used their National Holidays under the collective bargaining agreement will be paid out the earned holidays at their hourly rate of pay prior to their classification change. This does not apply to employees that promote into Battalion Chief; Battalion Chiefs will retain the national holiday hours and be paid out as outlined in section 7.6, Holidays.

4. Sick leave: Employees whose sick leave balance is below the maximum number of sick leave hours allowed for their role will maintain their leave balance. Employee's whose sick leave balance is greater than the maximum number of sick leave hours allowed will have their sick leave hours adjusted to the maximum; Battalion Chiefs will follow A below if they change schedules from 2912 annual hours to 2080 annual hours.

   A. Employees that change schedules from 2912 annual hours to 2080 annual hours will have their accrued unused sick leave converted pursuant to the following equation:

   $\frac{a}{b}$ x c = converted accrued unused sick leave hours

   WHERE:
   a = accrued unused sick leave credited to employee at time of transfer (in hours)
   b = maximum accrued sick leave available for current schedule (in hours)
   c = maximum accrued sick leave for schedule to be transferred to (in hours)

5. Schedule Equalization Hours: Schedule equalization hours will be prorated and paid out based on the employee's hourly rate of pay prior to their classification change.

6. Longevity Pay: Employees that change classification from represented to non-represented are not eligible for longevity pay.

3.8 Interactions with First Amendment Auditors

Applicable to non-represented and represented.

This policy establishes guidelines for employees on how to appropriately and lawfully interact with First Amendment auditors, ensuring respect for constitutional rights while maintaining public safety and order.

A First Amendment auditor is an individual who records or photographs public spaces and government activities to test and promote transparency and constitutional rights, particularly the right to free speech and to record in public spaces.

City Hall and other municipal buildings are public buildings that are generally accessible and open to the public during business hours and accordingly are open to First Amendment auditors as well. It is lawful for them to record in these public spaces as well as to record employees. However, any areas that are restricted either by locked doors or other security measure or having signage indicating authorized personnel or employees only, are not open to a First Amendment auditor. This includes offices.

Employees whose duties are performed in the field should be aware that they may be filmed while responding to calls or conducting work in public areas. Filming or recording of employees performing public duties in public spaces is generally lawful. Employees should not attempt to prevent or restrict lawful recording but may direct individuals away from restricted, hazardous, or unsafe areas.

City employees are expected to conduct themselves in a professional, courteous, and lawful manner when approached by or in the presence of individuals filming or photographing in public spaces. Employees must recognize and respect the rights of individuals to record and photograph in public spaces, as protected by the First Amendment. Employees must maintain a professional demeanor during all interactions, regardless of the tone or demeanor displayed by others. Employees must avoid confrontational behavior and remain calm, courteous, and respectful during interactions.

During initial contact, employees may politely inquire about the auditor's purpose if necessary, but do not demand identification unless there is a reasonable suspicion of illegal activity. Do not obstruct or interfere with the auditor's activities as long as they are within their legal rights and not disrupting public operations.

If an auditor's actions disrupt public operations or pose a safety risk, calmly and clearly explain the specific behavior that is problematic and request compliance. If the auditor refuses to comply and continues to disrupt, follow established procedures for handling disturbances, which may include contacting law enforcement if necessary.

Employees should document all interactions with First Amendment auditors, including the time, location, nature of the interaction, and any actions taken. This documentation should be factual and objective. This documentation should be submitted to the Law Department.

4.9 Dress Code/Appearance and Demeanor

Applicable to non-represented employees.

The purpose of this policy is to provide guidelines for employees and management as to what is and what is not appropriate work attire. This policy is not an all-inclusive list of what is and is not acceptable and employees must use sound judgment in their choice of clothing worn to work.

This policy shall apply when employees are on City business or otherwise representing the City. Each department head has the authority to formally set additional dress code expectations to meet department needs that are consistent with those noted in this policy.

To support our culture to attract and retain the best employees, and in the spirit of flexibility, the dress code is "Dress for Your Day". Employees should use good judgment when deciding what to wear to work. Employees wear attire appropriate to their work day and anticipated interaction with customers. If an employee is expected to be meeting with external customers they would typically dress up that day. For example, a big day might call for something like a dress or a suit, or maybe even khakis and a blazer. For a low-key day, nice jeans and a polo shirt might be the answer.

A. Unacceptable Attire

The following is not acceptable attire for all City employees**:**

1. Sweatpants
2. Overly casual/distressed or worn-out pants
3. Clothes with holes or frays
4. Revealing clothing such as clothing that is too low-cut or short, tank tops (worn alone), and spaghetti strap tops/dresses (worn alone)
5. Shorts, except Street Division, Park, and Forestry Departments, and Recreation Division as outlined below or with supervisor approval while working outside.
6. Exercise wear, except Recreation Division as outlined below.
7. Baseball hats, unless approved by your supervisor
8. Leggings with short tops
9. Rubber soled flip-flops or Crocs
10. Clothing that contains political statements, slogans or campaign-related information, offensive words, images or that references drugs, alcohol, weapons, violence, or adult style commentary.
11. If an employee may influence the determination of a contract with a vendor, the employee shall not wear any type of clothing, footwear or headgear that contains the name of a company or corporation that the City contracts with or uses as a vendor.

12. Any tattoos that are or may be interpreted as offensive (profanity, weapons, violence, nudity, blood, etc.) are to be covered by clothing or a bandage.

B. Non-Office Employees

The specific attire requirements above do not apply to City employees who wear uniforms or in situations where the employee's clothing is addressed through a collective bargaining agreement.

Employees are responsible for keeping their uniforms neat, clean and in good repair. Uniforms shall be worn only during work hours, or for conducting official City business outside working hours.

All clothing and safety equipment must be worn as necessary for the type of work being conducted. Failure to wear protective gear and safety clothing may result in discipline. All employees who perform physical manual labor shall also be required to wear protective gear and safety clothing and remove any loose or dangling jewelry that may present a safety hazard.

1. Safety Shoes: For benefit eligible positions that require safety shoes/boots, the employee will be reimbursed up to ~~$125 annually for approved ANSI Standard Safety Shoes or Boots. Effective January 1, 2025, employees will be reimbursed up to~~ $200 annually for one pair of approved ANSI Standard Safety Shoes or Boots. Employees who desire more expensive shoes/boots, will pay the additional costs. Employees may choose footwear styles and vendors of their choice provided they comply with OSHA standards. Footwear purchased with the assistance of this reimbursement may be expected to be worn at all times during working hours. The City reserves the right to deny the shoe/boot reimbursement for any employee for any reason with good cause. Itemized receipts must be submitted within 30 days of purchase for reimbursement.

2. Safety Eyewear: The City of De Pere will provide suitable non-prescription protective eyewear to employees without cost depending upon the assessed need. The City will reimburse up to $125 every two years toward the lenses and frames for prescription safety eyewear for benefit eligible employees who are in a position where exposure to eye injuries is high. Prescription safety eyewear must have side shields. The employee will be required to pay for the eye examination. The City will provide reimbursement for replacement corrective prescription glasses that were damaged while performing City duties up to a maximum of $100 every two rolling years. Itemized receipts must be submitted within 30 days of purchase for reimbursement.

3. Water Division: The Water Division uniform consists of shirts, pants and jacket. An annual uniform allowance of Two Hundred Fifty ($250.00) Dollars is credited to the account of each employee to be used for the

purchase and maintenance of shirts, pants and jacket. The City may permit the employee to carry over from one year to the next year, the unused portion for the jacket purchase. The City will provide to the employee a City logo for the jacket. The employee is responsible to ensure the logo is properly attached to the jacket.

4. Street Division, Park, and Forestry Departments: The uniform for employees in the Street Division, Park, and Forestry Departments is provided by the City. The uniform consists of up to six T-shirts or three safety T-shirts. One safety T-shirt is considered the equivalent of two T-shirts. The City may provide replacement T-shirts annually or as needed when existing shirts are worn out. If the City deems shirts need to be replaced, then the employee shall exchange with the City the worn out shirts for new shirts. T-shirts or safety T-shirts shall be worn by the employee from May 1 to November 1 each year. The employee shall be responsible for laundering the T-shirts. If the weather requires, a coat or other outerwear may be worn over the T-shirt.

   In-the-field Parks and Public Works employees may wear shorts during the summer months. Shorts shall be subject to the following minimum specifications:

   a. Shorts should be of knee length or of a length not more than four inches above the knee.

   b. All shorts shall be hemmed and cutoffs are prohibited.

   c. Shorts should be solid in color, made of denim, cotton or similar material.

   d. Shorts may not be permitted for all activities and are only permitted as authorized by a supervisor.

5. Mechanics Division: The City provides equipment mechanics with 11 pairs of coveralls. Coveralls provided by the City will be replaced by the City upon return of the worn or otherwise unusable pair. Six varied size coveralls will be made available to employees filling the duties of equipment mechanic on a temporary basis. All other employees of the Mechanics Division will be provided with T-shirts as set forth in the Street Division, Park, and Forestry Departments uniform requirements above.

6. Recreation Division: All seasonal staff are required to wear department issued T-shirts for Summer Day Camp, Playgrounds, ~~and~~ Aquatics, and Beer Gardens. As a general rule, program instructors should dress appropriately for the physical nature of their class. Athletic shoes and sandals are acceptable; appropriate shoes should be worn based on the type of activity involved. Capri pants and yoga pants are acceptable provided

they are not excessively worn, torn or tattered. Shorts, including running shorts, may be worn as long as they are at least 3 inches below the buttocks. Any tattoos that are or may be interpreted as offensive (profanity, weapons, violence, nudity, blood, etc.) are to be covered by clothing or a bandage.

~~6.~~7. Building Inspection Division: Building Inspection employees required to wear City-logoed shirts while performing their work duties are eligible for a clothing allowance of up to $175 every two years to purchase approved logoed shirts.

~~7.~~8. Non-Represented, Sworn Police and Fire Department Employees: All new hires shall receive an initial clothing issuance consisting of such minimum requirements as determined by the Chief, or the Chief's designee. Internal promotions may receive a clothing issuance to ensure the employee has the minimum requirements as determined by the Chief or Chief's designee or the employee may opt to have uniforms altered in accordance with the promotion with the cost of such alterations being paid by the city. To allow employees to maintain and replace uniform items, employees will receive an annual clothing allowance on January 1 as outlines below:

Fire - $350.00
Police - $500.00

The Human Resources Director has the ability to adjust the annual clothing allowance on an annual basis.

In the event employees do not expend the entire amount of their annual clothing allowance in a calendar year, the unexpended amount up to a maximum of $100 shall be carried forward for use in the subsequent year.

Employees, who resign or are terminated within the first twelve months of employment shall reimburse the City the entire cost of the initial clothing issued, excluding items the Employer determines to be re-usable. Employees who resign or are terminated thereafter shall reimburse the City the clothing allowance granted yet unearned based on the number of months remaining in the year the termination becomes effective.

4.18 Conceal and Carry Prohibition

Applicable to non-represented and represented Fire employees.

No employee may carry any weapon or firearm during the course of performing duties with the City or store any weapon or firearm in City-owned vehicles or equipment. "Weapon" shall be as defined in Wis. Stat. § 175.60(j) and "firearm" shall be as defined in Wis. Stat. § 167.31(1)(c). The only exception to this policy is for sworn law enforcement officers.

In addition, Ordinance #11-13 and Resolution #11-79 shall contain specific definitions and enumerating places where carrying firearms and weapons is prohibited.

The State of Wisconsin's concealed carry gun law makes it legal for citizens to carry firearms and weapons on their bodies or in their vehicles with a special permit, except where prohibited by law. While citizens and employees of the City are encouraged to exercise their rights under state and federal law, the City recognizes the right to protect its employees and citizens and has adopted an ordinance as well as a City policy that bans employees from carrying weapons while on City property. This policy was developed to detail and communicate information regarding weapons, locations of prohibition, as well as employer responsibilities.

Upon the effective date of the 2011 Wisconsin Act 35 legislation ("Act 35" or "concealed carry"), the City has adopted Ordinance #11-13 and this policy prohibiting employees from carrying weapons and firearms during the course of their employment.

A. Definitions

Act 35: Means Wisconsin Legislation created to enable citizens to carry concealed weapons, with appropriate licensing.

Firearm: Means a weapon that acts by force of gunpowder.

Law enforcement Officer: Means any person employed by the State of Wisconsin, or any political subdivision of this state, for the purpose of detecting and preventing crime and enforcing laws or ordinances and who is authorized to make arrests for violations of the laws or ordinances they are employed to enforce and includes tactical emergency medical services professionals.

Prohibited locations: Means City buildings, City Hall, Fire Stations #1 and #2, Community Center, Legion Park Pool House, VFW Park Pool House, all City well/pump & CBCWA stations, the Municipal Service Center, City vehicles, and City parks and streets.

Tactical emergency medical services professional: Means a licensed emergency medical services professional who has been endorsed by the department of health services as a person who provides medical services when operating as part of a law enforcement tactical team and operating with the prior written approval of the sheriff or chief of police for the jurisdiction in which the licensed emergency medical services professional is authorized to carry out his or her duties.

Weapon: Means a handgun, a billy club, a knife other than a switchblade, or an electronic weapon, as defined in Wis. Stat. § 941.295, or any device which is designed, redesigned, used or intended to be used, offensively or defensively, to immobilize or incapacitate persons by the use of electric current.

B. Prohibited Conduct

Employees are banned from carrying weapons or firearms during the course of their employment and in any prohibited locations during the course of their employment.

C. Exceptions

1. The City cannot prohibit persons who are licensed to carry concealed weapons/firearms under Wis. Stat. § 175.60, or who are considered out-of-state licensees, from carrying or storing weapons or firearms in their vehicle, regardless of whether the vehicle is used in the course of employment, or the vehicle is parked on property used by the City.

2. This policy does not apply to sworn, active ~~police officers~~law enforcement officers (as defined herein) during the course of their employment.

~~3. This section shall not apply to employees employed as sworn police officers.~~

~~4.~~3. This section shall not apply to employees who are licensed pursuant to Wis. Stat. § 175.60 or are considered out-of-state licensees thereunder, from carrying or storing a weapon or firearm in the employee's personal vehicle regardless of whether the employee's personal vehicle is used in the course of their employment with the City or whether the employee's personal vehicle is driven or parked on property used by the City.

~~5.~~4. Retired police officers may inquire with the Police Chief to request an identification badge, allowing the retired officer an exception from this policy.

D. Posting

The City shall post signs, meeting the requirements of Wis. Stat. § 943.13(2)(bm)1, in prominent places near all entrances of such buildings regarding such restrictions.

E. Violations

Any person who enters or remains in the aforementioned City building contrary to such signage shall be considered a trespasser subject to penalty as proscribed under § 8.943.13 of this code.

6.14 Battalion Chief Extra Shift and Training Pay

This policy recognizes the unique scheduling structure of Fire Department operations. The purpose of this policy is to establish a framework for providing supplemental compensation to employees in the Battalion Chief classification for attending required training sessions outside their regular work schedule and for temporarily assuming the duties of an absent Battalion Chief outside of their normal shift assignment.

While employees in the Battalion Chief classification are designated as exempt under the Fair Labor Standards Act (FLSA) and are not eligible for overtime compensation, the City recognizes that the nature of the 56-hour workweek schedule (commonly referred to as the "California Firefighter Schedule") presents limited flexibility for schedule adjustments. As such, supplemental compensation may be provided under specific circumstances outlined in this policy.

Eligibility for Supplemental Compensation

A. Training Outside of Regularly Scheduled Shifts

Battalion Chiefs who are required or approved to attend job-related training outside of their regularly scheduled shifts may be eligible for straight-time compensation for actual training hours, subject to the following conditions:

1. The training must be pre-approved by the Fire Chief or their designee.

2. Compensation will be provided at the employee's regular hourly rate, calculated based on their annual salary.

3. Compensation applies to training hours and travel time in accordance with section 6.13, Employee Travel Time.

4. This provision does not apply to full-week training assignments (e.g., five consecutive weekdays), during which the employee is temporarily reassigned to a standard Monday–Friday training schedule. In those instances, the employee's regular schedule is temporarily modified and no supplemental compensation is provided.

B. Temporary Coverage for Absent Battalion Chiefs

In instances where a Battalion Chief is absent due to approved leave (e.g., vacation, illness, or other authorized time off), another Battalion Chief may be offered to provide temporary shift coverage. When such coverage occurs outside of the employee's regular schedule, the following shall apply:

1. The covering Battalion Chief shall receive straight-time compensation for each additional full or partial shift worked.

2. Assignments must be authorized in advance by the Fire Chief or their designee.

3. If a Battalion Chief is not available to provide coverage, Fire Lieutenants may continue to serve in an Acting Battalion capacity in accordance with their collective bargaining agreement.

This policy does not apply to other situations which may require Battalion Chiefs to work additional hours such as meetings, workload demands, etc. unless such work meets the qualification for additional compensation as described in section 6.3 Overtime.

This policy does not alter the exempt status of employees in the Battalion Chief classification.

7. TIME OFF AND TIME AWAY FROM WORK

Last revised: 04/29/2024

Unless specifically stated otherwise, the paid time off benefits in this Section only apply to non-represented benefit eligible full and part-time employees. In determining benefits earned for sick leave, vacation, floating holidays, and administrative time during the first year of employment, accrual begins on the first day of the month following an employee's start date. In determining the benefits earned during the year of termination, a full month benefit will be granted if the termination date was on or after the 15th day of the month. If the termination date was prior to the 15th day of the month, no benefits will be granted for the month in which the termination occurs. Please see section 7.15, ~~Unpaid~~ Leave of Absence, for details on accruals if on an unpaid leave of absence. Benefit eligible part-time employees may be eligible to accrue and use paid time off for sick leave, vacation, holidays, and floating holidays. Paid time off for part-time employees is accrued or applied in a prorated manner based on the average number of scheduled hours worked compared to a benefit eligible full-time employee (a 40-hour workweek) and as determined by the Human Resources Department. If a part-time employee works 5% or more than scheduled in a given year their accruals for vacation and floating holidays will be adjusted accordingly. Employees must be employed the entire calendar year in which they worked the additional hours to be eligible for an adjustment. Any extra accrued time off can be carried forward into the following year. The determination of the Human Resources Department as to the amount subject to accrual shall be final. Non-benefit eligible employees shall not be eligible for any benefits contained in this Section unless specifically provided for herein.

Due to the unique nature of the Battalion Chief rotating 24-hour schedule certain time off and time away from work benefits for Battalion Chiefs are calculated or scheduled differently. Battalion Chiefs follow these policies except where separate accrual rates, maximums, or holidays are listed specifically for their position. Where 'Battalion Chief' provisions are listed, they replace the general provision for that benefit type.

7.1 Sick Leave

Applicable to non-represented employees.

All full-time employees and part-time employees on a prorated basis shall accrue 8 hours per month of sick leave; Battalion Chiefs will accrue and accumulate sick leave as outlined below. ~~Battalion Chiefs will accrue sick leave as outlined in the Firefighter collective bargaining agreement.~~ The maximum sick leave accrual is 960 hours~~, except as provided in bargaining agreements~~. Employees who have accumulated sick days in excess of 960 hours (not to exceed 1,200 hours) as of January 1, 2009, shall have such balance as their maximum accumulated sick leave balance. New hires will be credited with 96 hours of sick leave, which will be earned over the employee's first year of employment. In the event an employee ends employment and has used more sick leave than has been earned, then the deficit shall be paid back to the City and shall be deducted from the employee's last paycheck as a wage overpayment.

Battalion Chiefs: Battalion Chiefs will accumulate sick leave at the rate of 20 hours per month up to a maximum of 240 hours per year. Sick leave may be accumulated up to a maximum of 2,160 hours. Newly hired Battalion Chiefs will be credited with 240 hours of sick leave, which will be earned over the employee's first year of employment. In the event an employee ends employment and has used more sick leave than has been earned, then the deficit shall be paid back to the City and shall be deducted from the employee's last paycheck as a wage overpayment.

Please see section 4.6 Tardiness and Absences, for the procedure to report unforeseen tardiness and absences.

The purpose of the Sick Leave Program and Policy is to promote employee morale as well as provide employees with continuation of income in the event that a health condition keeps them from working for a short period of time. This policy will detail sick leave accrual, acceptable usage and serves as a resource to prevent sick leave abuse.

Sick leave is intended to provide continuity of income to the employee in the event of health-related issues that prevent the employee from working their regularly scheduled hours.

A. Use of Leave

Sick leave may be taken with approval for the following reasons:

1. To attend a medical, dental, or mental health appointment, including counseling for themselves

2. When the employee is unable to perform their normal job duties due to illness or injury.

3. When the employee's attendance is necessary for caregiving purposes or to attend a medical, dental, or mental health appointment, including counseling, for an immediate family member who is ill or injured and unable to care for themselves. An immediate family member is a spouse, child (including step child, foster child, or child for whom the employee has day-to-day responsibilities to provide care and financial support. If the child is over the age of 18, the child must be incapable of self-care), parent, and legal guardian. If another family member can attend to the needs of the immediate family member, then the employee most times is expected to report for duty and fulfill their responsibilities unless otherwise permitted by law.

4. Employees shall make every effort to schedule medical and dental appointments outside of the scheduled workday.

5. The City may request verification of illness or medical or dental appointments by the medical care provider. Employees may be required to submit a doctor's authorization for an absence caused by illness or injury to

their supervisor or designee; the supervisor should submit a copy to Human Resources. If the employee fails to submit the requested doctor's authorization, then the employee may be considered to have voluntarily resigned from employment. This policy will be enforced consistent with state and federal law on family and medical leave and other applicable laws.

B. Accumulation

Benefit eligible full-time and part-time employees, working through at least the 15th of the calendar month, shall accumulate sick leave at the rate of 8 hours per month up to a maximum accumulation of 960 hours. Sick leave hours for part-time employees is prorated based on an eight-hour day and 40 hour workweek. Employees who have accumulated sick hours in excess of 960 hours (not to exceed 1,200 hours) as of January 1, 2009, shall have such balance as their maximum accumulated sick leave balance. Accrual begins on the first day of the month following an employee's start date.

Battalion Chiefs: Battalion Chiefs working or receiving wages for no less than 4 duty days, or 96-hours, shall accumulate sick leave at the rate of 20 hours per month up to a maximum of 240 hours per year. Sick leave may be accumulated up to a maximum of 2,160 hour. Accrual begins on the first day of the month following an employee's start date.

C. Reporting Process

In order to be granted sick leave with pay, the employee must adhere to the following:

1. Permit the City to require such visits or medical examinations as it deems desirable and to the extent permitted by law, and provided that the City shall make all necessary arrangements for such medical examinations or visits and shall bear all expenses thereof.

2. Submit a medical certification of illness if required by the supervisor.

3. Employees will return to work as soon as the medical condition permits.

4. Employees will not engage in gainful employment of any kind during a sick leave absence without prior approval of their supervisor.

5. Employees will document the reason(s) for the sick time in time entry or other scheduling system or on a sick leave voucher if the employee does not have access to time entry or other scheduling system. Departments may continue to use sick leave vouchers for scheduling purposes, however the reason must still be documented in time entry, if the employee has access to time entry. Reasons should be kept confidential by the employee's supervisor.

6. Failure to comply with any of the above may result in a denial of the employee's claim for paid sick leave time and/or result in disciplinary action.

7. To be granted sick leave for a partial day appointment, the employee must be scheduled and work part of the day.

Supervisors must notify the Human Resources Department within 24 hours of a 3-working-day absence of an employee.

D. Abuse

The City treats the misuse of sick leave very seriously and desires for all employees to prevent the misuse of sick leave. Misuse subjects the City to additional costs that harm the financial viability of the City, and misuse is disruptive to co-workers and the services provided to the public. Misuse of sick leave undermines the credibility of the employee and the confidence the public and co-workers must have in that employee and the City.

Misuse and abuse of sick leave may lead to disciplinary action. The City may construe misuse of sick leave as theft and dishonesty, among other rule violations, which warrants serious discipline, up to and including discharge. The City reserves the right to investigate use and require documentation from the employee to support the use of sick leave. Such supporting documentation, however, will not negate the City's right to discipline any suspected abuses of sick leave. Supervisors and department heads have a responsibility to review and monitor the number of sick events of their employees, and direct false or excessive sick leave usage to be investigated.

E. Sick Leave and Family or Medical Leave

All of this information from the employee is necessary and important for the City to determine the employee's eligibility for sick leave and family or medical leave, whether a temporary or permanent replacement for the employee is needed, whether further medical information will be needed to evaluate whether the employee may create a risk to the health and safety of the employee or others in the City, whether reasonable accommodation may need to be considered, whether sick leave is the proper leave to use or whether other leave or no leave is appropriate, and whether the City may consider further inquiries into the use of leave for other business-related reasons, including for investigatory purposes. The City may require a doctor's certificate verifying the necessity for absences and the specific illness, injury or other disability to which the absence is attributed. When an employee is unable to, or expected to be unable to, perform their job for more than 3 consecutive days (work and non-work days) as a result of a serious illness or injury-, or has overnight stay (being admitted) in a hospital or other treatment facility an FMLA Leave Request Form and a Physician's Certification Form shall be completed. Any leave taken for this reason will be applied toward an annual FMLA leave entitlement whether or not FMLA leave is requested. Individual departments may also require a sick leave

request form for lesser periods of time for department purposes. A fitness for duty certificate shall be required before an employee is allowed to return to work when absent for their own health condition. The certificate should be submitted to the employee's supervisor or designee; the supervisor should submit a copy to Human Resources.

F. Sick Leave and Workers' Compensation

Workers' compensation insurance provides salary compensation to employees who are injured while performing their work duties after the employee has missed four consecutive calendar days of work, due to an injury on the job. The employee's sick leave balance will be used for the employee's salary until workers' compensation benefits begin. The employee's sick leave balance will be converted to dollars and the sum will be used to make up the difference between workers' compensation benefits and the employee's salary. Provided the employee does not reject any offered temporary light duty/transitional duty assignments, when the employee's sick leave is exhausted, the City will pay the employee's salary minus any benefits received from workers' compensation for no more than 60 calendar days or until the employee receives benefits from the disability insurance plan.

G. Sick Leave and Retirement

Upon an employee meeting the minimum qualifications and applying for a retirement annuity from the Wisconsin Retirement Fund or any employee receiving a disability annuity as defined by Wis. Stat. § 40.02(21), and having 5 years of consecutive service in a benefit eligible part or full-time position with the City, the City shall credit 100% of the accrued and unused sick leave credited to that employee as of the date the employee terminates their employment with the City, up to a maximum of 960 hours. Employees who have accumulated sick hours in excess of 960 hours as of January 1, 2009 shall have such balance as their maximum accumulated sick leave balance. The City shall credit to the account of such employee an amount equal to the employee's then-existing rate of pay times 100% of the accrued and unused sick leave up to that maximum balance.

Battalion Chiefs: Upon discontinuation of employment of an employee who has met the minimum qualifications for a retirement annuity from the Wisconsin Retirement Fund or who qualifies for a disability pension as defined at Chapter 41, Wis. Stats., and having 5 years of consecutive service in a benefit eligible part or full-time position with the City, the City shall credit to the account of such employee an amount equal to the employee's then existing daily rate of pay times 66.67% of the accrued and unused sick leave (maximum accumulation of 2,160 hours) credited to that employee as of the date the employee terminates his/her employment with the City not to exceed 1,440 hours.

The amount so determined may be used by the employee until such amount is exhausted to either pay the monthly premiums for group health insurance and/or group dental insurance provided by the City, subject to the approval and requirements of the

insurance carrier and/or policy provided by the City, or on a quarterly basis for reimbursement of health insurance, dental insurance, vision insurance or long-term care insurance premiums of the employee's choosing. Prior to such reimbursement, the employee shall submit evidence of current, active enrollment in the plan(s). Such evidence may include, at the discretion of the City, the annual plan enrollment card, billings, policy and agent name.

H. Delay use of Benefits

At the option of the employee, the conversion of unused and accrued sick leave as provided herein may be delayed for a period of time not to exceed 60 calendar months from the date of retirement. If the employee opts to delay such benefit, the employee may continue enrollment under the health plan and/or dental plan provided by the City. If the employee, upon retirement or subsequent thereto, terminates enrollment under the policy provided by the City, the employee shall no longer be eligible to renew enrollment thereunder. If the employee opts to delay the benefit as provided herein, upon timely written notice of intent to utilize the benefit, the employee may begin drawing on the escrow to pay the premiums on the policy provided by the City (if the employee has remained enrolled in such program) or to receive quarterly reimbursement for a plan of the employee's own choosing. The City may require evidence of continued enrollment under a plan of the employee's own choosing. Failure to submit such proof of enrollment as required by the City within one month of written request, or failure to request the City to begin to draw on sick leave conversion funds prior to the 60-month anniversary of that employee's retirement shall result in forfeiture of any entitlement to a sick leave conversion benefit as provided hereunder.

I. Dependent/Survivor Benefit

If an employee eligible for retirement based on their age, as provided in Section 7.1(G) dies before terminating their employment with the City, the City shall credit to an account of the deceased employee, an amount equal to the employee's then-existing rate of pay times the percentage authorized by this policy of the accrued and unused sick leave of that employee at the time of death, up to a maximum of 960 hours; 1,440 hours for Battalion Chiefs. This account will apply to the estate of the deceased employee for the purposes of payment of health insurance, dental insurance, vision insurance, or long-term care insurance premiums. A surviving spouse, until remarriage, will be eligible to apply the escrowed funds for payment of monthly health insurance, dental insurance, vision insurance or long-term care insurance premiums. Likewise, dependent children may request to apply these escrowed funds for payment of monthly health insurance, dental insurance, vision insurance or long-term care insurance premiums following the death of the employee and surviving spouse, so long as the dependents meet the dependency rules of the Internal Revenue Code.

The surviving spouse or dependent children, upon the death of an employee eligible for retirement as provided above, shall be eligible to extend coverage under the health insurance, dental insurance, and vision insurance provided by the City pursuant to

state and federal regulations. Payment of the monthly health insurance, dental insurance, and/or vision insurance premiums for the surviving spouse and/or dependent children must be made by the member to the COBRA administrator and may be reimbursed on a quarterly basis from the escrowed funds until said funds have been depleted, or until such time as the extended coverage terminates pursuant to state and federal regulations. Upon enrollment, or continuing enrollment, in other coverage, the surviving spouse and/or dependent children may submit claims on a quarterly basis for reimbursement of health insurance, dental insurance, vision insurance or long-term care insurance coverage premiums. Prior to such reimbursement, the surviving spouse and/or dependent children shall submit evidence of current, active enrollment in the plan(s). Such evidence may include, at the discretion of the City, the annual plan enrollment card, billings, policy and agent name.

In the event that an employee dies after retirement, the survivor of said employee shall be entitled to continue drawing on such fund as long as the surviving spouse does not remarry or the children of the deceased employee are dependent as determined by the dependency rules of the Internal Revenue Code.

J. Catastrophic Illness/Injury

When an employee has accrued the maximum accumulation of sick leave as set forth above, thereafter 50% of the additional sick leave earned and not used (while such maximum level is maintained) will be credited to the employee's catastrophic illness/injury sick leave reserve account. During the last three years of employment, an employee who has, at the time of discontinuation of employment, met the minimum qualifications for a retirement annuity from the Wisconsin Retirement Fund or who qualified for a disability annuity may draw from that employee's catastrophic illness/injury sick leave reserve account (if any) for any absence in excess of 80 hours during the annual period due to a catastrophic illness or injury (annual period being the employee's anniversary date of employment).

Catastrophic illness/injury, for purposes of this Section, is defined as an illness, disease or injury which:

1. Is life threatening or substantially debilitating in nature; and

2. Requires overnight hospitalization; and

3. Necessitates absence from work for a period of more than 80 hours in any annual period (measured from the employee's anniversary date of employment).

The City reserves the right to require physician verification as to the inability of the employee to report for duty, or as to the necessity of any pre- or post-hospital treatment or visitation necessitating absence from work.

The use of sick leave credited to the catastrophic reserve account can only be used for catastrophic injury/illness occurring during the last three years of employment.

The sick leave to be credited to the catastrophic illness/injury sick leave reserve account shall be computed from the employee's date of employment.

7.2 Vacation

Applicable to non-represented employees.

~~Battalion Chiefs follow the vacation schedule as outlined in Firefighter collective bargaining agreement but receive their vacation accruals on January 1 of the year in which it is accrued and their vacation is prorated in the first and last years of employment.~~

As of January 1, 2014, employees currently receiving 208 hours of vacation will continue to earn 208 hours per year. All other employees are capped at 200 hours.

Employees shall accrue vacation as follows (Battalion Chiefs will earn vacation as outlined in the Battalion Chief schedule):

Years of Employment	**Vacation Allotment**
Hired	120 hours, prorated if start date is not January 1
January 1 of 5th year	136 hours
January 1 of 10th year	160 hours
January 1 of 15th year	176 hours
January 1 of 20th year	200 hours

Example: If an employee is hired January 7, 2019, the employee would be credited 136 hours of vacation on January 1, 2024. If an employee was hired December 16, 2013, the employee would be credited 160 hours of vacation on January 1, 2023.

Battalion Chiefs shall accrue vacation as follows:

Years of Employment	**Vacation Allotment**
Hired	168~~72~~ hours, prorated if start date is not January 1
~~January 1 of 2nd year~~	~~144 hours~~
~~January 1 of 5th year~~	~~168 hours~~
January 1 of 5th~~8th~~ year	216 hours
January 1 of 10th year	240 hours
January 1 of 13th year	264 hours
January 1 of 16th year	288 hours
January 1 of 20th year	360 hours
January 1 of 25th year	384 hours

The Human Resources Director or designee has the ability to negotiate up to 160 hours (240 hours for Battalion Chief) of vacation for new hires or promotions, when necessary.

All vacation time must be scheduled with the approval of the employee's supervisor or department head. Management reserves the right to schedule vacation and to deny scheduled vacation in order to meet operational needs.

The process and procedure for vacation selection and staffing levels shall be left up to the individual departments and it will be decided by the department head(s).

Vacation selection may be scheduled based on seniority. If vacation is selected based on seniority, the following should be followed:

- Round 1: The employee with the most City seniority will be allowed to pick up to one full week or up to 3 individual days and then passed based on seniority to the employees.

- Round 2: The employee with the most City seniority will be allowed to pick up to one full week or up to 3 individual days and then passed based on seniority.

- Round 3 & Additional Rounds: The employees with the most City seniority will be allowed to select up to 3 individual days and then passed based on seniority.

After the rounds are completed, vacation shall be on a first come first serve. Half day holiday are considered a "day". The department head may change their department policy/procedure where fewer days can be selected in each round; however, not more.

If an employee becomes ill or injured during a scheduled vacation, then the employee is still considered on vacation. However, exceptions can be made when the injury or illness is sudden and unexpected (e.g., influenza, COVID, hospitalization). The employee must have been otherwise available to work from their permanent residence and notify their supervisor prior to the normal start time of their shift, or as soon as practical if due to injury, in order to qualify to change vacation time to sick leave. Approval of the change is required by the Department Head when, or as soon as possible after, such illness or injury arises and written medical verification is submitted, if required.

Unused vacation of up to 40 hours per year (72 hours for Battalion Chiefs) may be carried forward in any given year, but must be used in the subsequent year such that the maximum amount of vacation available is the employee's current year accrual plus 40 hours (72 hours for Battalion Chiefs). Part-time employees are allowed to carry over prorated number of hours based on the average number of hours worked compared to a benefit eligible full-time employee (a 40-hour workweek). The department head or supervisor, with the approval of the ~~City Administrator~~City Manager, may allow earned vacation time beyond 40 hours (72 hours for Battalion Chiefs) to carry forward when it is for the best interests of the City. Any vacation not used will not be paid out. Any employee accruing more than

the amount provided above based upon years of service shall continue to receive their current accrual; however, future increase in accruals shall be based upon the above chart.

Employees hired prior to December 31, 2013 who were hired under the MEA and Engineering collective bargaining agreement, receive their vacation accrual on January 1 of each year based upon the number of months worked in the prior year. On the last day of employment, the employee receives payment for their current balance of accrued vacation plus the vacation earned but not yet received for the last year of employment. All employees hired after January 1, 2014, receive their vacation accruals on January 1 of the year in which it is accrued and their vacation is prorated in the first and last years of employment. In the event an employee on this accrual method ends employment and has used more vacation than has been earned, then the deficit shall be paid back to the City and shall be deducted from the employee's last paycheck as a wage overpayment. The ~~City Administrator~~City Manager shall have the ability to award an employee up to an additional 40 hours of vacation per year as an appreciation for something extraordinary the employee did, e.g., worked many additional hours on a project, or filled in for a significant period of time in someone's absence for which they did not receive additional pay. The ~~City Administrator~~City Manager has the ability to adjust an employee's annual vacation allotment for retention purposes.

7.3 Vacation Donation

Applicable to non-represented employees.

When an employee or their family member has a serious health condition requiring excessive amounts of time off work, other co-workers may wish to donate their unused vacation. The benefit of this policy is that it creates a family-like, team environment and mutually benefits the donor and the recipient.

A. The employee must provide certification of a serious health condition to the City, usually through forms already created for FMLA.

B. The employee must have exhausted all of their own available paid time off, not be receiving any other City-paid benefits during this period of time and not be eligible for other voluntary or other disability benefits during this time (except health and dental benefits while on FMLA, if applicable). If the employee receives a new allotment of paid time off (i.e. the start of a new calendar year, accrual of sick leave) then the employee must exhaust the new allotment of paid time off before using donated time.

   1. Employees hired prior to December 31, 2013 who were hired under the MEA and Engineering collective bargaining agreement and receive their vacation accrual on January 1 of each year based upon the number of months worked in the prior year will have access to and must also exhaust the current year's accrual. The employee will then continue accruing vacation based on the current year accrual method.

C. Employees who anticipate they will exhaust all available earned time off may request consideration for donated vacation from other employees by completing the Employee Request for Consideration of Vacation Donation form.

D. The Human Resources Department will post the request in the work area of the employee.

E. All co-workers wishing to donate unused vacation time may do so confidentially by completing the Request to Donate Vacation form.

F. The maximum an employee may donate is 40 hours of their vacation time, per request.

G. Donated vacation time will be converted to dollars by the City by multiplying the number of hours donated by the donor's hourly base pay rate at the time of processing, then converted back into hours for the recipient by dividing the dollar amount by the recipient's current rate of pay.

H. After hours are converted, the recipient may receive up to a maximum of 480 hours from all donations.

I. The Human Resources Department will notify the Finance Department to issue the transfer of hours and will notify the employee receiving the hours of the transaction.

J. A leave recipient who returns to work full-time with more than 6 months remaining in the year may use up to 2 weeks of donated time as vacation. Donated time that may be used for vacation is not eligible to carry forward into the next year.

K. For a leave recipient who subsequently leaves the position and is no longer an eligible employee, donated vacation hours may only be used up to the date of ineligibility or separation.

L. Any unused donations will be credited back to the donor if the recipient returns to work prior to using the donated time, which is based on a first-donated, first-used basis. Vacation time that is donated that the leave recipient has the ability to use as vacation time, as stated in J above, will be considered used for the purposes of this item; any unused donated time designated as vacation for the leave recipient at the end of the year will be returned to the donating employee.

M. In the event the employee is on an intermittent leave, the following shall apply:

- ~~t~~The hours must be used within one year of the employee's request for vacation donation.
- In the even the employee becomes ill or injured unrelated to the serious health condition, the donated hours may be used in accordance with Sick Leave section 7.1 (A) Use of Leave.
- If an employee used the donated hours for both a continuous leave and intermittently and qualifies to use the donated hours as vacation defined in

(J) above, the employee will have until the end of the calendar year to use the hours as vacation.

~~M.~~N. Leave donations are not tax deductible.

~~N.~~O. While the employee is using donated vacation time, they are considered to be in an unpaid status as outlined in 7.15, Unpaid Leave of Absence unless the employee is on approved Family and Medical Leave.

~~O.~~P. Upon return to work, any remaining donated time may be used to payback overused accruals.

7.4 Floating Holidays

Applicable to non-represented employees.

Employees have 32 hours of floating holiday to use throughout the year which are earned in a pro rata manner across the year. No payment will be made for accrued but unused floating holidays upon termination of employment (voluntary or involuntary). Battalion Chiefs ~~follow the Firefighter collective bargaining agreement for holidays therefore are not granted floating holidays.~~are not eligible for floating holidays.

All employees receive their floating holiday accruals on January 1 of the year in which it is accrued and their floating holidays are prorated in the first and last years of employment. In the event an employee ends employment and has used more floating holidays than has been earned, then the deficit shall be paid back to the City and shall be deducted from the employee's last paycheck as a wage overpayment.

7.6 Holidays

Applicable to non-represented employees.

Employees are afforded the following holidays as paid holidays: January 1, Martin Luther King Holiday, Memorial Day, July 4, Labor Day, Thanksgiving Day, Day after Thanksgiving, December 24 and December 25. Employees are paid 8 hours for the holidays. Battalion Chiefs should see D below for the holidays that are they afforded. ~~Battalion Chiefs follow the Firefighter collective bargaining agreement for holidays.~~

When any legal holiday listed above falls on a Sunday, then the following day will typically be considered a recognized holiday; if the legal holiday falls on a Saturday, then the previous day will typically be considered a recognized holiday. In those departments where service is necessary on the otherwise recognized day, then the department heads or supervisors, upon approval of the ~~City Administrator~~City Manager, may designate that certain employees of their departments consider Friday as the recognized holiday and other employees will consider Monday as the recognized holiday. To receive holiday pay, employees must be employed at the time of the holiday and work or use paid time off the workday before and workday after the recognized holiday.

A. When Holidays Fall (or are observed) Monday-Thursday: Employees are paid 8 hours (pro-rated for part-time employees) for holidays, but employees working hours of operation work 9 hours Monday-Thursday. Employees will be allowed to make up the difference in that time the same work week to keep their weekly hours the same, use vacation, floating holidays, or comp time, or to take that time unpaid (an exception to the voluntary unpaid leave program). Exempt employees are still expected to have at least 80 hours during each pay period.

When a holiday falls on a Thursday, and City buildings would normally be open on that Friday, City buildings will close, and employees will receive 4 hours of paid time off for that Friday. For example, if July 4th falls on Thursday, employees would receive 8 hours of holiday for Thursday, July 4th and 4 hours of paid time off for Friday, July 5th. This day is not considered a holiday; therefore, these hours do not count as time worked for the purpose of overtime calculation or overtime pay for working on a holiday for employees that are required to work that day. With supervisor approval, employees that are required to work that Friday may use their 4 hours at another time during that pay period.

B. When a Holiday Falls (or is observed) on a Friday: The hours of operation will shorten by the difference of paid holiday time and the hours normally worked on Fridays. For example, if the 4th of July falls on a Friday, employees are scheduled to work 4 hours on Fridays, but are paid 8 hours (pro-rated for part-time employees) for holiday pay. Therefore, City buildings would close 4 hours (the difference between the hours of operation and holiday pay) earlier the day prior to the holiday, which is July 3rd. Therefore, City Hall and Community Center will close at 12:30 p.m. the day prior to the holiday (or the day prior to the observed holiday) and MSC will close at 11:30 a.m. on the day prior to the holiday (or the day prior to the observed holiday).

C. Alternative Work Schedule: Employees working an alternative work schedule should work with their supervisor to flex their hours during holiday~~s~~ weeks to keep themselves whole.

D. Battalion Chiefs: Battalion Chiefs are afforded the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving day, December 25, Employee's birthday, Anniversary date of employment, and Martin Luther King Holiday.

Battalion Chiefs shall receive paid time off at the rate of twenty-four (24) hours or be compensated for holidays earned. Employee's holiday rate of pay shall be based upon that employee's hourly rate of pay multiplied by twenty-four (24) hours. Employees shall receive payment annually on the first payroll of the month of December for holidays earned for which compensatory time off was not requested or granted.

7.14 Bereavement Leave

Applicable to non-represented employees.

An employee will be allowed a maximum leave with pay for the following relation to the employee when there is a death in the family:

5 days: spouse or child

3 days: parent, legal guardian, step-child, domestic partner (for employees that registered for domestic partnership and were employed prior to April 1, 2018), sibling, half sibling, or employee's grandchild

2 days: step-sibling, parent in-law, employee or spouse's step-parent, spouse's legal guardian, daughter-in-law, son-in-law, or employee's grandparent

1 day: employee or spouse's sister-in-law or brother-in-law, spouse's son or daughter-in-law, spouse's step or half sibling, employee or spouse's aunt or uncle, employee or spouse's niece or nephew, spouse's grandchild, spouse's grandparent

Battalion Chiefs: Battalion Chiefs will be allowed a maximum leave with pay for the following relation to the employee when there is a death in the family ~~follow the Firefighter collective bargaining agreement for bereavement leave.~~ :

3 days: spouse, child, stepchild, parent, legal guardian

2 days: sibling, parent-in-law, stepparent, grandparent, grandchild

1 day: sister or brother-in-law, aunt or uncle, stepsibling, grandparent-in-law, nieces or nephews

A day's pay for bereavement leave will be based on the number of hours the employee is scheduled to work that day.

In the event of the death of a co-worker presently working (within the past 90 days) and performing duties for the City, employees working in the same department and physical location having a close working relationship and others who worked closely with this individual on a regular basis, at the sole discretion of the department head, may be allowed up to 3 hours of funeral leave for attendance of a local funeral and related event(s). All others and time beyond this amount will be required to be accounted for by using other accumulated leave.

An employee who acts as a pallbearer for a funeral which takes place during the regular working hours may also be granted time off with pay, not to exceed one (1) working day, with the permissions of their department head. Permissions will be granted for this service unless an emergency situation exists and if not detrimental to the operation of the department in the opinion of the department head.

If an employee needs additional time for bereavement or to attend the funeral of individuals not listed above, employees may, with their supervisor's approval, use vacation, floating holidays, comp time, or administrative time off as necessary.

7.15 ~~Unpaid~~ Leave of Absence

Applicable to non-represented employees.

A leave of absence may be granted in rare circumstances when an employee needs extended time away for work for personal reasons and the employee is not eligible for or the reason does not qualify under the Family and Medical Leave Act (FMLA). Refer to section 7.8, Family and Medical Leave Act (FMLA), for information on qualifications for FMLA leaves. ~~Leave without pay may be granted when it is in the best interests of the City and the employee to do so.~~ Employees who are requesting leave for a medical reason may be required to submit a certification form from their provider.

Requests for ~~an unpaid~~a leave of absence must be considered prior to the taking of such leave by the ~~City Administrator~~ Human Resources Director and the department head. A leave of absence~~Unpaid leaves~~ will typically not exceed 12 weeks unless required by law. A leave of absence for personal reasons, including illness, injury or other medical condition shall not be granted unless an employee has exhausted all available family and medical leave ~~and all accumulated leave time~~

Employees must exhaust all accumulated leave time prior to taking the leave as unpaid. The exception to this is if an employee is approved for Income Continuation Insurance (ICI) benefits. Employees approved for ICI must use their accumulated leave time during their elimination period and exhaust all their sick leave prior to being able to take the leave time unpaid and receive ICI benefits. Employees are not required to exhaust other types of leave time prior to being able to take the time unpaid, however if an employee does not exhaust all of their leave time all other provisions regarding leave usage will still apply.

No credit toward vacation, floating holidays, administrative time, or sick leave shall be earned while an employee is on leave without pay. If an employee works or uses paid time off for a partial month (1st – 15th or the 16th – end of the month) then the employee will receive accruals for that month. Insurance may be retained if the entire premium is paid monthly by the employee during calendar months that the employee is off the payroll for the entire month. The premium due date is the 25th of the month prior to the month of coverage (i.e. May premium is due April 25th). Coverage will cease if payment is not received within 30 days of the premium due date. The City will continue to pay the insurance premiums in the manner provided to the employee prior to the leave during calendar months that the employee is on the payroll for any portion of the month. Use of vacation donation hours does not count as time worked for the purposes of paid time off accruals or insurance premium contribution from the City.

Employees on leave of absence from the City may not be actively working part-time or full-time elsewhere during the leave of absence.

A return to work at an earlier date than scheduled may be arranged by the supervisor and employee. ~~Employees on leave of absence from the City may not be actively working part-time or full-time elsewhere during the leave of absence.~~ An employee who is unable to return on the scheduled date may submit a request for extension of the leave of absence. If, on the date following the approved leave of absence, an employee has not returned to work and no extension was granted, then the employee shall be considered to have voluntarily resigned.

9.1 Retirement/Resignation

C. Retirement/Resignation Recognition

The retirement/resignation recognition policy has been created to provide formal recognition to employees who have served the City of De Pere, either through benefit eligible full-time or part-time employment.

When an employee retires or resigns, the department may arrange appropriate recognition for this significant event in an employee's career. The department is authorized to purchase a cake for employees who have less than 5 years of service, a one-time expenditure of up to $100 for employees who have 5-14 years of service, and up to $250 for employees who have 15 or more years of service for this purpose, payable from the sundry account. For employee with 5 or more years of service, the money may be used for food/drinks (excludes alcoholic beverages) and other expenses in connection for a department or city wide party, either at a City building or off-site. For City wide parties, an invitation should be emailed to all City employees and a notice hung at locations for employees without access to email. The form of recognition may be tailored to the individual's needs, interest, and desires. However, it must be in good taste and not something that would bring discredit or embarrassment to the City. Additional gifts, luncheons, and parties given in honor of the employee, on an individual or departmental basis will not be paid for by the department or City.

10.4 Tuition Reimbursement

Applicable to non-represented employees.

The City recognizes that skills and knowledge are critical to the success of the organization. An educational incentive plan is available to non-represented benefit eligible full-time and part-time employees who wish to improve their professional and educational level.

The tuition reimbursement program may contribute to the cost of tuition ~~(or certification)~~or certification if the certification is not desired or required for the employee's position and may provide for incentive pay based on the number of credits achieved. It is designed to encourage personal development through formal education so employees can improve skills or obtain a broader educational background, which should reflect itself in job performance. Tuition reimbursement is subject to the approval of the department head and the Human Resources ~~Director~~Department. Although tuition reimbursement is expected to enhance performance and professional abilities, there is no guarantee that participation in formal education will entitle an employee to automatic advancement, a different job assignment, or pay increases. The tuition reimbursement program is not available to police and fire union represented employees unless specifically allowed under the employee's labor agreement.

The employee shall request education cost reimbursement in writing. In order to be eligible for reimbursement, such request must be conditionally approved in writing prior to the start of the course for which the employee is seeking reimbursement~~enrollment in any program or course~~. The request shall include a description of the anticipated course, summary of anticipated expenses and probable time schedule. The employee shall forward the request to the Human Resources Department, who will consider all requests on a first come basis. The Human Resources Department shall review the request and determine eligibility based upon meeting one of the following criteria:

A. The course is job-related within the existing position held;

B. The course is part of a job-related degree program in which the employee is enrolled; and

C. The course will improve a job area of improvement or deficiency.

Approval shall be conditioned upon satisfactory completion of the education program and shall be given by means of written notification.

In order to be eligible for reimbursement, satisfactory completion of the education program shall be determined as follows:

- A passing grade if on a pass/fail system.
- A grade of "A," "B," or "C" on a graded system; a grade of "D" or "F" will be considered unsatisfactory, and the employee shall not be eligible for reimbursement.

Eligible expenses for reimbursement under the terms of this Section may consist of part or all of tuition, fees and necessary books, and other educational materials. The maximum tuition reimbursement shall be $2,000 per year per employee. The tuition reimbursement shall be considered to be expended in the calendar year in which the employee completes the class. If the funds available are expended prior to any further appropriation, then the reimbursement program may be suspended without recourse or reimbursement.

Employees must complete coursework on their own time. If a required class is available only during regularly scheduled work hours, the employee may submit a request for an alternative work schedule, subject to approval from their supervisor and department head.

10.6 Professional Certification and Licensing Expense

The City recognizes the importance of professional certifications and licenses in maintaining a skilled and knowledgeable workforce. As such, the City will pay for the cost of initial certification, training courses, examinations, and ongoing renewal fees for certifications or licenses that are required as a condition of employment, or desired for the position, as listed in job description. The cost of the professional certifications and licenses will be paid from the department's budget.

All certifications or licenses covered under this policy must be pre-approved by the department head prior to enrollment or registration. Approved expenses may include:

- Certification or licensure course or class fees
- Examination or testing fees
- Certification or license renewal fees
- Required study materials or manuals, if deemed necessary

The City will arrange for direct payment to the vendor whenever possible. In cases where direct payment is not feasible, the employee will be reimbursed.

This policy is distinct from the Tuition Reimbursement Program outlined in Section 10.4, which applies to formal post-secondary education and certification that employees pursue that is not listed as required or desired in the job description's minimum requirements.

When a certification or licensure exam must be taken during normal work hours, employees may take the exam on City time provided the certification or license is required

as a condition of employment or identified as “desired” for the position in the job description.

Time spent studying or preparing for certification or license exams is generally not compensable. If study time is conducted during regular work hours as a part of an organized training session or class approved by the City the hours may be compensable.

CITY OF DE PERE
MEMO

To: Members of the Finance/Personnel Committee
From: Tracy Hood, Human Resources Generalist
Date: October 14, 2025

RE: Amending Sections 2, 3, 4, 6, 7, 9 and 10 of the City of De Pere Employee Policy Manual*

To remain competitive and current with the workforce and needs of the employees, we periodically recommend changes to the *Employee Policy Manual*. There are a number of changes we will be making to clarify language, however; the below recommendations change the intent of the language and therefore requires formal approval. Listed below is a summary of the changes. The attached document has track changes excerpts of the policy manual.

2.2 Work Schedule/Remote Work

- Revised section D, Water Schedule. Currently assigned employees are paid an hourly standby rate for all hours that they are on standby to respond to emergency calls, typically for the Parks, Recreation, and Forestry and Public Works Departments. Due to employee's alternative work schedules, accurate tracking of when someone is standby can be difficult, therefore we recommend moving to a daily rate. The new rate provides a slight increase for standby pay, which hasn't been increased since 2013. This change would be effective January 1, 2026.

2.7 Recruitment, Promotions, Transfers and Assignments

- For existing positions accounted for in the budget, removed City Manager from reviewing positions prior to them being filled. The need to fill existing positions will be reviewed by the Human Resources Department and the department head.
- Added a new section *Change in Classification from Represented Position to a Non-Represented Position.* This section provides details on how an employee's paid time off will be converted if they move from a represented position to a non-represented position. Current sections D & E are updated to be E & F.

3.8 Interactions with First Amendment Auditors

- This is a new policy that was created to provide guidance to employees on how to respond should a first amendment auditor come to the City.

4.9 Dress Code/Appearance and Demeaner

- Updated to allow employees who need to work outside to wear shorts with supervisor approval.
- Removed reference to reimbursement amount for safety shoes prior to January 1, 2025. Clarified that the reimbursement is for one pair of approved safety shoes or boots.
- Updated Recreation Division to include issuing shirts to Beer Garden employees.
- Added clothing allowance for Building Inspection employees who are required to wear city logo shirts while performing their duties. They are eligible to receive up to $175 in clothing allowance every two years.

4.18 Conceal and Carry Prohibition

- Updated to allow TEMS (tactical emergency medical services) medics to carry a firearm when operating as part of a law enforcement tactical team. Council approved TEMS medics carrying firearms at the March, 18, 2025 Common Council meeting.

6.14 Battalion Chief Extra Shift and Training Pay

- Battalion Chiefs are exempt employees who work a rotating 24-hour schedule, typically followed by 24 or 96 hours off, resulting in an average 56-hour workweek. Due to this unique schedule, they are generally unable to flex their time like other exempt staff. When a Battalion Chief takes vacation, is out sick, or on leave, the shift is first offered to other Battalion Chiefs—currently without additional compensation. If the vacancy is not filled, per the collective bargaining agreement, a Fire Lieutenant is assigned to act in the role and paid Acting Battalion Chief pay, and their position is then backfilled by a Firefighter on overtime. To reduce reliance on overtime and ensure consistent leadership coverage, this policy allows Battalion Chiefs to receive straight-time compensation when covering vacant Battalion Chief shifts. Additionally, the policy provides straight-time pay for attending Fire Chief approved training outside regular duty hours, supporting professional development while recognizing the limitations of their schedule. This approach maintains exempt status while addressing operational and fiscal realities.

7 Time off and Time Away From Work (for Battalion Chiefs)

- Due to the unique schedule of Battalion Chiefs, for various paid time off benefits the City had the Battalion follow the Collective Bargaining Agreement (CBA). Since Battalion Chiefs are non-represented employees, we thought it would fit better to detail out in the Policy Manual the Battalion Chief paid time off benefits instead of referring them to the CBA. The following sections were updated:
    - 7.1 Sick Leave – added how Battalion Chiefs accrue sick leave and how it is escrowed upon retirement.
    - 7.2 Vacation – added the Battalion Chief vacation schedule, with newly hired or promoted Battalion Chiefs starting at 168 hours of vacation (7 days), and earning 216 hours (9 days) after 5 years. The vacation would then follow the current CBA for vacation accruals. Also added the ability for the Human Resources Director to negotiate up to 240 hours of vacation for newly hired or promoted Battalion Chiefs.
    - 7.4 Floating Holidays – Battalion Chiefs are not eligible for floating holidays.
    - 7.6 Holidays – added a section that lists the holidays that Battalion Chief observe, which is consistent with the line Firefighters that they supervise. Also added that Battalion Chiefs can be paid out for holidays earned for which they do not use.
    - 7.14 Bereavement Leave – added the relationships and amount of time Battalion Chiefs are allowed for bereavement leave.

7.3 Vacation Donation

- In the event the employee becomes ill or injured unrelated to the serious health condition, allow the donated hours to be used in accordance with the Sick Leave policy.
- If an employee uses vacation donation as intermittent leave, and then needs to use the donated hours on a continuous basis, if the employee is qualified to use donated hours as vacation (as defined in the policy) the employee will have until the end of the calendar year following their return to work to use donated vacation time instead of one year from the employee's request for vacation donation.

7.15 Leave of Absence

- Retitled from Unpaid Leave of Absence to Leave of Absence. More frequently we have had employees that need to take extended time off of work for a medical reason, but do not qualify for Family and Medical Leave (FMLA). This policy details what is required when an employee needs to be away from work for an extended period of time for a personal reason.
- The policy will require employees to take all their accumulated leave time prior to being able to take the time unpaid, with the exception being if an employee is approved for Income Continuation Insurance (ICI), which is similar to a short-term disability policy with a 30-day waiting period. Employees approved for ICI would need to use their accumulated leave time during their waiting period, and exhaust all of their sick leave prior to being able to take the leave as unpaid. This would allow employees who may not have used much paid time off prior to the leave to have some paid time off remaining when they return. Employees may choose to use their paid time off instead of receiving ICI.
- Updated to have a leave of absence approved by Human Resources Director instead of City Manager.

9.1 Retirement/Resignation

- Allow the funding for celebrations to be either department or city-wide celebrations.

10.4 Tuition Reimbursement

- Clarified when certifications are eligible for reimbursement for tuition reimbursement.
- Updated language to follow our practice of requiring written approval prior to the start of course instead of prior to enrollment in any program or course.

10.6 Professional Certification and Licensing Support

- Created a new section providing guidance on the certifications and licenses the City will pay class and certification fees for.

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

City of De Pere, Wisconsin

I.20

Request for Common Council Action

MEETING DATE:	October 21, 2025
DEPARTMENT:	Health
FROM:	Chrystal Woller, Health Director/Officer
SUBJECT:	Resolution #25-117 Approving Grant Agreement Modification to Division of Public Health DPH LPHD Immunization Consolidated Contract #65397-4 in the amount of $8,310.
RECOMMENDED ACTION:	Staff recommends approval.

This passed unanimously at the Finance committee on 10/14/2025.

ATTACHMENTS:
Reso25-117, Memo_grant award immunization_CC, 155022_-_De_Pere_HD_-_2025_DPH_Consolidated_C

RESOLUTION #25-117

APPROVING GRANT AGREEMENT MODIFICATION TO DIVISION OF PUBLIC HEALTH
DPH LPHD CONSOLIDATED CONTRACT #65397-4 IN THE AMOUNT OF $8,310

WHEREAS, the Health Department and the State of Wisconsin Department of Health Services (DHS) are parties to the 2025 Division of Public Health (DPH) Local Public Health Department (LPHD) Consolidated Contract #65397 for Local Health Department Immunization Consolidated Contract; and

WHEREAS, acceptance of DPH grant funding in the amount of $8,310 requires the approval and execution of the attached Grant Agreement Modification; and

WHEREAS, the Finance/Personnel Committee has reviewed such Agreement and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The City Manager is hereby authorized and directed to execute the Grant Agreement Modification between the State of Wisconsin Department of Health Services and De Pere DPH for 2025 DPH LPHD Consolidated Contract (#65397-4) as is attached hereto, along with any subsequent renewals or amendments thereof provided the terms and conditions are substantially similar, with each subsequent renewal or amendment subject to such changes as deemed necessary upon review by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of October, 2025.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 10/14/2025

CITY OF DE PERE

MEMO

Meeting Date: 10/21/2025
Department: Health
From: Chrystal Woller BSN, RN, MBA

Re: Authorization of the WI Department of Health Services Consolidated Contract # 65397-4 Profile ID# 155022 (Immunization) in the amount of $8,310.

The De Pere Health Department has received notification of the department's annual immunization grant award through WI Department of Health Services in the amount of $8,310. This is a $629 decrease from last year. The immunization grant award is made possible through federal passthrough funding and is intended to assist the state immunization program in strengthening vaccine-preventable disease and response. There is an anticipated modification that WI DHS plans to initiate upon completion of required training. For this reason, I request any subsequent contract modifications to also be granted.

The budget period for this proposed award is July 1, 2025-June 30, 2026. This passed unanimously at the Finance committee on 10/14/2025.

Docusign Envelope ID: A7AEFFDC-FF53-461A-8151-B84A385BD026

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Wisconsin Department of Health Services
Contract Centralization Legal Review

Agreement Number: **435100-G25-DPHCC25-17 M4**

Bureau of Procurement and Contracting (BPC) Review:

◯ This agreement requires **Standard** OLC review.

◯ This agreement uses a BPC template with Office of Legal Counsel (OLC) approved language and requires **Simple** OLC review.

⊗ This agreement uses a BPC template with Office of Legal Counsel (OLC) approved language and does **not** require **Additional** OLC review.

◯ This agreement uses intergovernmental cooperative purchasing.

Description:
N/A

Office of Legal Counsel (OLC) Review and Approval:

☐ This agreement has been reviewed for form and approved by the Wisconsin Department of Health Services Office of Legal Counsel.

Name: _____ Date Signed _____
Title:

Revision: 02/21/2025 (previous versions obsolete)

Docusign Envelope ID: A7AEFFDC-FF53-461A-8151-B84A385BD026

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GRANT AGREEMENT MODIFICATION
between the
STATE OF WISCONSIN DEPARTMENT OF HEALTH SERVICES
And
Depere Dph
for
2025 DPH LPHD Consolidated Contract

DHS Grant Agreement No.: 435100-G25-DPHCC25-17 M4
DPH Contract No.: 65397-4
Agreement Amount: $8,310
Agreement Term Period: 10/1/2024 to 9/30/2026
GEARS Pre-Packet No: 1243

DHS Division: Division of Public Health
DHS Grant Administrator: Anna Benton
DHS Email: DHSGACMail@dhs.wisconsin.gov

Grantee Grant Administrator: Ms Chrystal Woller
Grantee Address: 335 S BROADWAY, DE PERE, WI, 541152526
Grantee Email: cwoller@deperewi.gov

Modification Description: We are adding funding for the Immunization Program (Profile 155022). Please see attached scope(s) of work. Final reports are due 45 days from the end of the designated contract period for any included profiles.

This is a Modification of an existing Agreement, as specified above. This Modification of Agreement encompasses both Amendments and Addendums to an existing Grant Agreement. This Modification is entered into by and between the State of Wisconsin Department of Health Services (DHS) and the Grantee listed above. With the exception of the terms being modified by this Grant Agreement Modification, ALL OTHER TERMS AND CONDITIONS OF THE EXISTING AGREEMENT, INCLUDING FUNDING, REMAIN IN FULL FORCE AND EFFECT. This Modification, including any and all attachments herein and the existing agreement, collectively, are the complete agreement of the parties and supersede any prior agreements or representations. DHS and the Grantee acknowledge that they have read the Modification and understand and agree to be bound by the terms and conditions of the existing agreement as modified by this action. This Modification becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by DHS.

State of Wisconsin	**Grantee**
Department of Health Services	Entity Name
Authorized Representative Name	Authorized Representative Name Chrystal Woller
Title	Title Health Officer/Health Department Director
Signature	Signature
Date	Date

Docusign Envelope ID: A7AEFFDC-FF53-461A-8151-B84A385BD026

CIVIL RIGHTS COMPLIANCE ATTACHMENT

The Wisconsin Department of Health Services and Grantee agree to the below change to the agreement. The below enumerated agreement revision is hereby incorporated by reference into the agreement and is enforceable as if restated therein in its entirety.

Section 10 of the Agreement ("CIVIL RIGHTS COMPLIANCE") is hereby amended by inserting the following:

In accordance with the provisions of Section 1557 of the Patient Protection and Affordable Care Act of 2010 (42 U.S.C. § 18116), Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 et seq.), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), and regulations implementing these Acts, found at 45 C.F.R. Parts 80, 84, and 91 and 92, the Grantee shall not exclude, deny benefits to, or otherwise discriminate against any person on the basis of sex, race, color, national origin, disability, or age in admission to, participation in, in aid of, or in receipt of services and benefits under any of its programs and activities, and in staff and employee assignments to patients, whether carried out by the Grantee directly or through a Sub-contractor or any other entity with which the Grantee arranges to carry out its programs and activities.

In accordance with the provisions of Section 11 of the Food and Nutrition Act of 2008 (7 U.S.C. § 2020), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), and Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), and the regulations implementing these Acts, found at 7 C.F.R. Parts 15, 15a, and 15b, and Part 16, 28 C.F.R. Part 35, and 45 C.F.R. Part 91, the Grantee shall not discriminate based on race, color, national origin, sex, religious creed, disability, age, or political beliefs or engage in reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by the United States Department of Agriculture.

HIGH-RISK IT REVIEW

Pursuant to Wis. Stat. 16.973(13), Contractor is required to submit, via the contracting agency, to the Department of Administration for approval any order or amendment that would change the scope of the contract and have the effect of increasing the contract price. The Department of Administration shall be authorized to review the original contract and the order or amendment to determine whether the work proposed in the order or amendment is within the scope of the original contract and whether the work proposed in the order or amendment is necessary. The Department of Administration may assist the contracting agency in negotiations regarding any change to the original contract price.

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GEARS PAYMENT INFORMATION

DHS GEARS STAFF INTERNAL USE ONLY

GEARS PAYMENT INFORMATION

The information below is used by the DHS Bureau of Fiscal Services, GEARS Unit, to facilitate the processing and recording of payments made under this Agreement.

GEARS Contract year: 2026

Agency #:	Agency Name:	Agency Type:	GEARS Contract Start Date	GEARS Contract End Date	Program Total Contract:
472779	**Depere Dph**	**60**	**7/1/2025**	**6/30/2026**	**$8,310**

Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls
155022	LOCAL HEALTH DEPARTMENTS IMMUNIZATION CONSOLIDATED CONTRACT		-	$8,310	$8,310	N/A
					$8,310	

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GEARS FEDERAL AWARD INFORMATION

DHS Profile Number	155022
FAIN	NH23IP922714
Federal Award Date	6/25/2025
Sub-award period of Performance Start Date	7/1/2025
Sub-award period of Performance End Date	6/30/2026
Amount of Federal Funds obligated in the subaward	$8,310
Total Amount of Federal Funds obligated	$8,310
Federal Award Project Description	CDC's Immunization Services Division (ISD) Notice of Funding Opportunity (NOFO) continues and builds upon the ongoing work of the Section 317 and Vaccines for Children (VFC) Programs
Federal Awarding Agency Name (Department)	Department of Health and Human Services
DHS Awarding Official Name	Debra K. Standridge
DHS Awarding Official Contact Information	**608-266-9622**
Assistance Listings Number	93.268
Assistance Listings Name	Immunization Cooperative Agreements
Total made available under each Federal award at the time of disbursement	$6,574,558
R&D?	No
Indirect Cost Rate	6.7%

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Exhibit 1

Scope of Work

Between

De Pere Department of Public Health

472779

and

The Department of Health Services, Division of Public Health (DHS/DPH)

Bureau of Communicable Diseases, Wisconsin Immunization Program

Strengthening Vaccine-Preventable Disease Prevention and Response

I. PURPOSE / OBJECTIVE

Through the provision of services under this agreement, the subrecipient shall assist the Wisconsin Immunization Program in Strengthening Vaccine-Preventable Disease Prevention and Response. Per U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, opportunity number: 25-0007, "This funding opportunity supports public health systems to protect people and communities from vaccine-preventable disease by equitably increasing access, confidence, and demand for vaccines."

Through this agreement, the Subrecipient Local Health Departments (LHDs) will work on increasing immunization rates in children (≤18 years of age). This agreement will be effective for the period of July 1, 2025, through June 30, 2026.

Objective Statement:
LHDs may choose to work on (singly or a combination):

1) Increase compliance with school entry immunization requirements and/or assisting schools with annual school compliance reporting with a focus on increasing MMR rates in children (≤ 18 years of age).
2) Choose a community and provide justification (non-adult). Example: Increasing MMR rates in the plain community using culturally sensitive methods.

Context:
Due to the increasing numbers of measles cases nationwide and lower MMR vaccination rates in certain communities, one area of focus is to increase MMR rates- either jurisdiction wide or in a chosen community/population. Additionally, working with schools to increase vaccination and therefore the numbers of children meeting minimum requirements, and to assist school health personnel with the annual reporting are also activities that may be supported by these funds.

A list of accountability targets, or activities that will be conducted to achieve the objective goal, MUST be provided by or at the time of contract negotiation. Agencies should review the input activities below or consult their Regional Immunization Program Advisor for assistance in determining activities and interventions.

Input Activities:
The Wisconsin Immunization Program recommends the following activities to help ensure success.

- Tracking and data assessment of MMR rates.

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- Using reported school compliance data from the 24-25 school year, assess schools for low compliance or high waiver rates. In identified schools, select activities that promote immunization, educate parents/guardians, and coordinate vaccine services (referral) for eligible children.
- Attending the monthly VPD Open Forums held by the Immunization Program (Fourth Monday of the Month).
- Attending the annual school immunization law webinar (if selecting objective 1)
- Viewing CDC's "You Call the Shots" MMR module or related measles trainings and submitting certificate to your regional advisor.
- Coordination of immunization services with other LHD and tribal programs.
- Sharing information with area physicians.
- Reminder/recall.

Reminder/recall activities are not listed in a particular order, and we suggest you use the method that is the most successful for your community:

- Letter
- Phone call
- Home visit
- Email
- Text message

Base Line for Measurement:
Objective 1: A locally generated report that denotes the number of schools required to report within the jurisdiction and the dates the schools submit the report.
Objective 2: The base line measurement will be dependent on the population chosen.

Data Source for Measure:
Wisconsin Immunization Registry Records
School Immunization Assessment Data
Childcare Immunization Assessment Data

Perinatal Hepatitis B
Perinatal Hepatitis B reimbursement is included in your Consolidated Contract funding. It is required that at least one staff person from every LHD view the perinatal Hepatitis B training annually. LHDs will receive $300 in addition to your regular consolidated contract funding as compensation for completing this required perinatal Hepatitis B training. LHDs will also receive funding for case management based on WEDSS data. Due to the change in our fiscal year, we are requesting that one staff view the training after July 1, 2025 and prior to June 30, 2026.

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II. PROJECT DELIVERABLES

Activities to be Performed	Deliver to:	Due Date(s)
Objective template with activities	Regional Advisor	9/30/2025
An estimated itemized budget (available on PCA Portal)	Regional Advisor	9/30/2025
Mid-year report/check-in (if requested)	Regional Advisor	02/01/2026
End of Year Report including confirmation of Perinatal Hep B training completion (template available after October 1, 2025 on PCA Portal)	Regional Advisor	08/15/2026
GEARS Expenditure Report	See Section VI	Monthly
Monthly Financial & Progress Reports	See Section VI	Monthly

Failure to deliver Project Deliverables by due dates may delay payments.

III. POINT OF CONTACTS

Name/Contact Info	**Role**
Stephanie Schauer Stephanie.Schauer@dhs.wisconsin.gov	Project Director
Susan Nelson SusanL.Nelson@dhs.wisconsin.gov	Project Contact and Regional Advisor
Michael Schultz DHSDPHBCDContracts@dhs.wisconsin.gov	Agreement Manager

IV. TERMS OF AGREEMENT

Budget Period Funding Award Information

The budget period utilizing Strengthening Vaccine-Preventable Disease Prevention and Response opportunity number: 25-0007 federal funding will have a start date under this Agreement of July 1, 2025 through June 30, 2026. Recipient has until June 30, 2026 to expend all funds awarded under this agreement.

Incorporation

In addition to the federal laws, regulations, policies, and CDC General Terms and Conditions for Non-research awards at www.cdc.gov/grants/federal-regulationspolicies/index.html, the Centers for Disease Control and Prevention (CDC) hereby incorporates Notice of Funding Opportunity (NOFO) number **IP25-0007**, entitled Strengthening Vaccine-Preventable Disease Prevention and Response and application

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dated March 10, 2005 as may be amended, which are hereby made a part of this Non-research award, hereinafter referred to as the Notice of Award (NoA).

Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS):
Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:
CDC, Office of Grants Services
Wayne Woods, Grants Management Specialist Centers for Disease Control and Prevention Branch 1
2939 Flowers Road, MS-TV-2 Atlanta, GA 30341
Email: kuv1@cdc.gov (Include "Mandatory Grant Disclosures" in subject line)
AND
U.S. Department of Health and Human Services Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator 3301Independence Avenue, SW Cohen Building, Room 5527 Washington, DC 20201
Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or Email: MandatoryGranteeDisclosures@oig.hhs.gov

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).
CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS). (45 CFR 75.372(b)) CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award. (45 CFR 75.373(b))

Federal Cost Principles
As a Subrecipient of federal funds, the Subrecipient is required to adhere to the following federal regulations: OMB Guidance – 2 CFR Part 200 – Cost Principles, and Audit Requirements for Federal Awards. This guidance can be found at:

https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

Requirements for Purchased Equipment using Federal Funds
In accordance with CDC's requirements for equipment and products, to the greatest extent practicable, all equipment and products purchased with CDC funds should be American-made. CDC defines equipment as tangible non-expendable personal property (including exempt property) charged directly

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to an award having a useful life of more than one year AND an acquisition cost of $5,000 or more per unit. Contractor must maintain an equipment inventory list for all major equipment acquired or furnished under this project with a unit acquisition cost of $10,000 or more. At a minimum, the inventory list shall include the description of the item, manufacturer serial and/or identification number, acquisition date and cost. This list should be maintained and supplied to DHS upon request for equipment inventory reporting purposes for CDC.

V. BUDGET

The itemized budget is to be submitted by September 30, 2025 to your regional immunization advisor. A template budget can be found on the WI SharePoint Site (PCA Portal). Only costs that are directly attributable to specific work under this Agreement are allowable for reimbursement under this Agreement. Reimbursement of the following authorized expenses listed below shall be incurred between the budget period 7/1/2025 through 6/30/2026 and shall not exceed the total contract amount of $8,310.

Allowable Expenses	Additional Information
Salary/wages	Funds can be used to support salaries, wages, and fringe benefits for individuals who work on immunization activities.
Travel expense related to education, trainings, meetings and conferences	Funds can be used for travel expenses related to immunization-related conferences or training opportunities. Travel expenses include milage, hotel, per-diem meals, or fees.
Vaccine storage equipment and supplies	Funds can be used to purchase vaccine storage supplies to increase infrastructure. All purchases must be VFC compliant. Equipment purchases >$5,000 require prior approval from DHS and completion of Equipment Inventory Form found in MFPR.
Office supplies	Funds can be used to purchase general office supplies.
Printing and publication costs	Funds can be used to create, print or publish immunization materials.
Communication costs	Immunization funds may be used on communication costs to provide education or bring awareness to immunization-related information.
Vaccine administration Supplies	Funds can be used to purchase vaccine administration supplies.
Indirect costs	Indirect costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final direct cost objective (e.g. overhead / administrative). Indirect costs are limited to 10% of the total grant amount.

VI. GEARS EXPENSE REPORT(S) AND PAYMENT SCHEDULE

The Subrecipient shall only submit fiscal documentation (Monthly Financial & Progress Reports and GEARS Expenditure Reports) to the Department for qualifying expenses that comply with services rendered in accordance with the terms and conditions of this Agreement. Additional supporting documentation (receipts, timesheets, etc.) must be provided upon request.

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- **Forms.** Subrecipients must complete and submit both of the following forms for reimbursement of expenses:
  - GEARS Expenditure Report **and**
  - Monthly Financial & Progress Report (MFPR) available on PCA portal.

- **Submit to**: Completed forms must be submitted to both of the following email addresses:
  - dhs600rcars@wi.gov (GEARS)
  - dhsdphbcdinvoices@dhs.wisconsin.gov (BCD Fiscal Unit)

- **Submission deadlines**: Follow the GEARS processing schedule for submission deadlines. Reports can be processed as soon as the next month after the report period ends.

- **MFPR Requirements:**
  - Each MFPR should include details of how funds were spent during the reporting period.
  - Complete the MFPR following directions on the Instructions tab of the MFPR form.
  - Failure to follow the GEARS Payment Processing Schedule could result in delayed or non-payment due to unmet terms of agreement.
  - Subrecipient GEARS Expenditure Reports must be approved by DHS before payment will be made. Such approval will not be unreasonably withheld or delayed. Reports and payment requests submitted by any other means may delay processing and validation.
  - Monthly reconciliations are considered best practice. Monthly reconciliations help reduce the number of corrections or expenditures which need to be submitted on Additional/Adjustment or Final expenditure reports.

- **Final Report:** A final MFPR and GEARS Expenditure Report will be submitted within forty-five (45) days of the end of the Agreement. Please indicate "Final Report" in your email subject line. Failure to report all costs by the final report due date may result in DHS being unable to reimburse the costs reported late due to funding no longer being available.

- **Additional Information:** Wisconsin State Fiscal Year Close Out starts the last week of May and runs through early July. During this period, no financial reports, GEARS expenditure reports, or invoices are processed for payment and will be delayed.

VII. OTHER REPORTING REQUIREMENTS

Programmatic Reporting

All reporting listed in Part 2: project deliverable, is required to be sent to your regional program advisor listed below. All template reports and documents can be found on the Wisconsin SharePoint Site (PCA Portal).

Immunization Program Regional Advisors:

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Exhibit 1

- Thanee Xiong, Southern Region (Madison), thanee.xiong@wi.gov, 608-267-9391
- Shayna Nickell, Western Region (Eau Claire), shayna.nickell@wi.gov, 715-836-4028
- Susan Nelson, Northeastern Region (Green Bay), susanl.nelson@wi.gov, 920-448-5231
- Christie Larmie, Northern Region (Rhinelander), christie.larmie@wi.gov, 715-365-2709
- Monica Thakur, Southeastern Region (Milwaukee), monica.thakur@wi.gov, 414-322-0314

Docusign Envelope ID: A7AEFFDC-FF53-461A-8151-B84A385BD026

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Federal Executive Order (E.O.) 12549 “Debarment“ requires that all contractors receiving individual awards, using Federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

SIGNATURE – Official Authorized to Sign Application	Date Signed

For *(Name of Vendor)*	Unique Entity Identifier (UEI), *if applicable*

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Docusign Envelope ID: A7AEFFDC-FF53-461A-8151-B84A385BD026

Attestation of Filing Assurance of Compliance (Form HHS 690)

As a condition of receiving new or continued federal funding from the U.S. Department of Health and Human Services (HHS), on or after April 16, 2025, domestic recipients, subrecipients, and contractors must file an Assurance of Compliance (Form HHS 690) with the HHS Office for Civil Rights (OCR).

This filing requirement aligns with Executive Order (E.O.) 14173 "Ending Illegal Discrimination and Restoring Merit-Based Opportunity," which affirms, amongst other things, that contractual counterparties or grant recipients of federal funds must certify that it does not operate programs that violate any applicable Federal anti-discrimination laws.

In alignment with HHS policy, DHS, as the recipient of HHS funds, must ensure that all subrecipients and contractors receiving federal HHS funds through DHS attest that they have submitted Form HHS 690 to OCR.

HHS reserves the right to terminate financial assistance awards and claw back all funds if the recipients, during the term of this award, operate any program in violation of Federal anti-discriminatory laws or engages in prohibited boycott. Per the HHS Grants Policy Statement, domestic recipients, subrecipients, and contractors are subject to these conditions.

By signing below, you certify that your organization has submitted Form HHS 690 to the HHS Office of Civil Rights.

Signature — Official Authorized to Sign Application:

_____ Date signed: _____

For (Name of Subrecipient or Contractor) (printed):

_____ Date signed: _____

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docusign

Certificate Of Completion

Envelope Id: A7AEFFDC-FF53-461A-8151-B84A385BD026
Status: Sent
Subject: 155022 - De Pere HD - 2025 DPH Consolidated Contract - 435100-G25-DPHCC25-17 M4
Source Envelope:
Document Pages: 14
Signatures: 0
Envelope Originator:
Certificate Pages: 5
Initials: 0
Yvette Smith
AutoNav: Enabled
1 West Wilson St.
EnvelopeId Stamping: Enabled
Madison, WI 53703
Time Zone: (UTC-06:00) Central Time (US & Canada)
yvettea.smith@dhs.wisconsin.gov
IP Address: 165.225.60.124

Record Tracking

Status: Original
9/9/2025 3:30:34 PM
Holder: Yvette Smith
yvettea.smith@dhs.wisconsin.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: DHS
Location: Docusign

Signer Events	Signature	Timestamp
Chrystal Woller cwoller@deperewi.gov Health Officer/Health Department Director Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/9/2025 3:52:42 PM ID: e385db24-11b0-45e8-beb8-623bef04949a		Sent: 9/9/2025 3:32:12 PM Viewed: 9/9/2025 3:52:42 PM
Anna Benton anna.benton@dhs.wisconsin.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
DHS DPH Contract Routing dhsdphcontractrouting@dhs.wisconsin.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 9/9/2025 3:32:11 PM

Carbon Copy Events	Status	Timestamp
DPH Contracts DHSDPHContracts@dhs.wisconsin.gov DPH Contracts Shared Account Wisconsin Department of Health Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 9/9/2025 3:32:12 PM
GEARS Contracts DHSCARSContracts@dhs.wisconsin.gov Wisconsin Department of Health Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 9/9/2025 3:32:12 PM
Kelly Burke kburke@mail.de-pere.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 9/9/2025 3:32:13 PM
Sara Lornson slornson@deperewi.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 9/9/2025 3:32:13 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/9/2025 3:32:12 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Wisconsin Department of Health Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Wisconsin Department of Health Services:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: DHSContractCentral@dhs.wisconsin.gov

To advise Wisconsin Department of Health Services of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at DHSContractCentral@dhs.wisconsin.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Wisconsin Department of Health Services

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to DHSContractCentral@dhs.wisconsin.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wisconsin Department of Health Services

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

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i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to DHSContractCentral@dhs.wisconsin.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Wisconsin Department of Health Services as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Wisconsin Department of Health Services during the course of your relationship with Wisconsin Department of Health Services.

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City of De Pere, Wisconsin

I.21

Request for Common Council Action

MEETING DATE:	October 21, 2025
DEPARTMENT:	Information Technology
FROM:	
SUBJECT:	Resolution #25-118 Authorizing Purchase of Managed Detection and Response Cybersecurity Services from Arctic Wolf Networks, Inc. in the amount of $25,500.
RECOMMENDED ACTION:	Motion to Approve.

The Finance/Personnel Committee voted unanimously at its October 14th, 2025 meeting to recommend approval of a three-year contract with Arctic Wolf in the amount of $25,550, which has been included in the proposed budget for 2026. (See attached memo for additional information).

ATTACHMENTS:
Reso25-118, Arctic Wolf - Aurora Endpoint Terms, Arctic Wolf - General Terms, Arctic Wolf - MDR Terms, CoD Arctic Wolf Managed MDR, CoD Arctic Wolf MDR and IRJS, Memo to Finance - IT Managed Detection and Response_SMv1

RESOLUTION #25-118

AUTHORIZING PURCHASE OF MANAGED DETECTION AND RESPONSE CYBERSECURITY SERVICES FROM ARCTIC WOLF NETWORKS, INC. IN THE AMOUNT OF $25,500

WHEREAS, City's current provider of managed detection and response (MDR) cybersecurity services has successfully provided such services to the City under a limited offering at a reduced rate for the past several years; and

WHEREAS, in order to stay proactive against emerging cybersecurity requirements and secure capabilities essential to the City's cybersecurity needs not available from its current provider, the Information Technology Department is recommending migration to Arctic Wolf to strengthen the City's cybersecurity defenses; and

WHEREAS, pursuant to the Service Quotes and General Terms and Conditions attached hereto, staff recommends the purchase of Arctic Wolf for an initial three-year period, commencing in January of 2026; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED:

> That the City Manager is authorized and directed to sign the General Terms and Conditions, as is attached hereto, as well as any other required documents to secure service, together with subsequent renewals as may be required, provided the terms and conditions are substantively similar, and sufficient funds are budgeted therefor.

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 21st day of October, 2025.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 10/14/2025

AURORA ENDPOINT DEFENSE
SUPPLEMENTAL PRODUCT TERMS

These Aurora Endpoint Defense Supplemental Product Terms ("***Supplemental Product Terms***") is an addendum to, supplements, and is made part of the General Terms located at https://arcticwolf.com/terms/general-terms/ (or such other similarly executed General Terms or negotiated Solutions Agreement) in place between the parties (the "***General Terms***") (the Supplemental Product Terms and General Terms collectively referred to herein as the "***Agreement***") and, subject to the terms herein, governs Customer's use of the Aurora Endpoint Defense solution(s) set forth on an Order Form (the "***Solution***"). These Supplemental Product Terms apply to the extent Customer has subscribed to the Solution either as a standalone offering or as part of Customer's subscription to other Products. Any capitalized terms not otherwise defined herein have the same meanings as those noted in the General Terms. If there is any conflict between these Supplemental Product Terms and the General Terms, then these Supplemental Product Terms shall control.

BY CLICKING ON THE APPROPRIATE BUTTON WITHIN THE SOLUTION, OR BY INSTALLING, ACCESSING OR USING ANY THE SOLUTION, YOU ARE AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR IF YOU ARE NOT AUTHORIZED TO ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT ON BEHALF OF CUSTOMER, DO NOT COPY, INSTALL, ACCESS OR USE THE SOLUTION.

1. SOLUTION.

1.1 The Solutions are more fully described in the applicable Product Description located at https://docs.arcticwolf.com/ (the "***Product Description***") and incorporated herein by reference. Any capitalized terms not otherwise defined in these Supplemental Product Terms, or the General Terms shall have the definition in the Product Description.

1.2 The Solutions may include, to the extent identified on an Order Form, the Software and/or Services and applicable Documentation pertaining to Aurora Endpoint Solutions. "***Services***" means any paid service made available by or on behalf of Arctic Wolf hereunder and identified as an Arctic Wolf service, including Technical Support Services and cloud services made available via the Software, but excluding any Third-Party Items, and set forth on an accepted Order Form. "***Software***" means any Arctic Wolf proprietary enterprise software (and any licensed third-party software embedded therein) in object code form only (and not source code) provided hereunder, including server software, client software, personal computer software and interfaces and Documentation. Any upgrades, updates or modified versions of the Software that may be provided to Customer excludes any Customer or any third party provided: (i) software; (ii) content; (iii) services, including internet connectivity, systems, wireless networks and non-Arctic Wolf websites; and (iv) devices, servers, equipment and other hardware products (collectively, "***Third Party Items***").

1.3 Any Technical Support Services acquired by Customer, including as part of a subscription, may be provided by Arctic Wolf or an Authorized Partner, subject to Customer's agreement directly with such Authorized Partner. To the extent provided by Arctic Wolf, performance of such Technical Support Services are provided subject to: (i) the General Terms, as supplemented by these Supplemental Product Terms; (ii) the Technical Support Services program description found at https://docs.arcticwolf.com/ (or such other site as may be made available by Arctic Wolf from time-to-time), as may be amended by Arctic Wolf and which is incorporated herein by this reference; and (iii) Customer's payment of all applicable fees for the requisite time period and number and type of licenses acquired by Customer pursuant to an accepted Order Form. Customer agrees that it may be required to update Software and/or Third Party Items to continue to access or use the Solution, Third Party Items or portions thereof.

2. DATA; ARCTIC WOLF TECHNOLOGY.

2.1 Data. Data processed by Arctic Wolf in the normal delivery of the Solution includes, depending on the Solution deployed:

2.1.1 Aurora MDR Data. If Aurora Managed Endpoint Defense on Demand or Aurora Endpoint Defense are included in the subscription, Arctic Wolf may process Aurora MDR Data. "***Aurora MDR Data***" means the operational system log data and any other information provided by Customer in furtherance of its use of the Solution and which Customer may elect to submit to Arctic Wolf using the Solution, including, but not limited to operational system log data and any other information provided by you in furtherance of your use of the Solutions and which you may elect to submit to Arctic Wolf through the Solutions, including, but not limited to operational values, event logs, and network data such as flow, HTTPS, TLS, DNS metadata, cursory inventory data, operating systems and versions, users and groups from Active Directory, system level inventory, event data, and network vulnerability data. Personal data included in the of data to deliver these Solutions may include IP addresses, first name, last name, username, user unique identifier., but excluding Threat Intelligence Data.

2.1.2 Endpoint Solutions Data. If Aurora Endpoint Defense, Aurora Protect, Aurora Protect Server, or Aurora Protect Mobile are included in the subscription, Arctic Wolf may process Endpoint Solutions Data. ***"Endpoint Solutions Data"*** may include usernames, first name, last name, email address, IP addresses, username unique identifier, user privileges, device name, account status, password status, password age, country code, account type, assigned workstations, failed login attempts, roaming configuration, removable media events (insertion, removal, file copy), script execution events (JScript, VBScript, and VBA macro script, PowerShell), Windows event logs, WMI events, SMS sender ID, SMS message contents and hyperlinks from unknown senders.

2.2 Data Storage. Customer's Confidential Information is stored in Arctic Wolf's third-party service provider data centers selected by Customer and specified within the Unified Portal and may be processed as set forth in the Agreement and Data Processing Addendum.

2.3 Potentially Malicious Code and Anonymous Data.

2.3.1 Transmission of Files. Customer acknowledges that a feature of certain Solutions is to facilitate analysis of files and processes (including portable executable files, meta data, systems files, dll files, binary files, and/or other executable code, including those which may from time to time be embedded in other file types) that exist on, or are being introduced to Customer's devices ("Files") to identify potential or actual malicious code, malware or other intrusive artifacts or processes therein ("Potentially

Malicious Code"). Customer therefore acknowledges and agrees that, in certain configurations, to function optimally, the applicable Solution may transmit Files to servers owned or controlled by Arctic Wolf or may otherwise analyze Files.

2.3.2 Anonymous Data. Arctic Wolf may reduce Potentially Malicious Code to a unique hash, and Arctic Wolf may deconstruct, analyze and catalogue Potentially Malicious Code to determine functionality and potential to cause instability or damage to Customer's devices. Arctic Wolf may also use the unique file hash to identify files on other systems as Potentially Malicious Code and use and distribute the unique file hash to promote awareness, detection and prevention of internet security risks, in which case the unique file hash will be without attribution to Customer, Customers' operations, systems, networks or devices (individually and collectively, "***Anonymous Data***"). Arctic Wolf may also extract, compile, synthesize, and analyze non-personally identifiable data transmitted by Solutions, or information resulting from Customer's use of or access to the Solution, in each case to the extent such data or information only includes Anonymous Data. Customer agrees that Arctic Wolf may use, copy, modify, distribute and display Files, Anonymous Data and Potentially Malicious Code for Arctic Wolf's business purposes, including research, development, enhancement and support of products and services. Without limiting the foregoing, Arctic Wolf will not identify Customer as the source of any Files, Anonymous Data or Potentially Malicious Code.

2.3.3 Risks Regarding Potentially Malicious Code. If the Solution identifies Potentially Malicious Code, certain configurations of the Solution may block Potentially Malicious Code from execution, in which case Customer may either allow execution of the Potentially Malicious Code or quarantine it. Alternatively, Customer may determine that Potentially Malicious Code is acceptable for use on Customer devices and need not be blocked or quarantined. Customer acknowledges that blocking the execution of or quarantining or running Potentially Malicious Code may result in a loss of functionality of Files, applications, or the Customer's devices, and cause other potential harm or loss. CUSTOMER'S DECISION TO BLOCK, QUARANTINE OR ENABLE EXECUTION OF POTENTIALLY MALICIOUS CODE IS AT CUSTOMER'S OWN RISK. CUSTOMER ACKNOWLEDGES THAT ARCTIC WOLF HAS NO CONTROL OVER THE SPECIFIC CONDITIONS UNDER WHICH CUSTOMER USES THE SOLUTION OR ALLOWS OR DISALLOWS POTENTIALLY MALICIOUS CODE TO EXECUTE THE SOLUTION. THE SOLUTIONS DO NOT REPLACE CUSTOMER'S OBLIGATION TO EXERCISE CUSTOMER'S INDEPENDENT JUDGMENT WITH RESPECT TO THE EXISTENCE OR SUITABILITY OF POTENTIALLY MALICIOUS CODE EXISTING ON ITS DEVICES OR THE SECURITY THEREOF.

3. TRIAL LICENSE. If the Solution is provided by Arctic Wolf to Customer for internal testing purposes ("**Trial**"), the license set out above shall be of a limited duration from when the applicable Solution is made available by Arctic Wolf to Customer and may be terminated by Arctic Wolf at any time in its sole discretion ("**Trial Period**") and shall apply solely to the extent necessary to perform the Trial. Notwithstanding anything to the contrary in this Agreement, such license shall automatically terminate upon the expiry of the Trial Period, or earlier if Customer breaches any provision of this Agreement, and subsection 12 (d) of this Agreement shall apply. The Trial Period may be extended or terminated by Arctic Wolf in writing (email sufficient) at any time in its sole discretion.

4. CUSTOMER WARRANTIES. In addition to any warranties set forth in the General Terms:

4.1 CUSTOMER ACKNOWLEDGES AND AGREES THAT WHERE THE SOLUTION IS DESIGNED TO INTEROPERATE WITH OR FACILITATE CUSTOMER'S ACCESS TO THIRD PARTY ITEMS, ARCTIC WOLF HAS NO CONTROL OVER THE FUNCTIONALITY, DELIVERY, USE OR PERFORMANCE OF SUCH THIRD PARTY ITEMS.

4.2 CUSTOMER ACKNOWLEDGES AND WARRANTS THAT CUSTOMER IS SOLELY RESPONSIBLE AND LIABLE FOR: (I) VERIFYING THE ACCURACY AND ADEQUACY OF ANY INPUT, OUTPUT OR ALERT INTO OR FROM THE SOLUTION; OR (II) CUSTOMER'S DECISION TO ALLOW OR MAINTAIN ANY MALWARE OR VULNERABILITY ON OR TO CUSTOMER'S (OR ITS USERS') ENDPOINTS, SYSTEMS OR NETWORKS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CUSTOMER WAIVES ANY AND ALL CAUSES OF ACTION OR CLAIMS AGAINST ARCTIC WOLF ARISING FROM OR RELATING TO THIS SECTION 4.2.

5. TERMINATION. Except as otherwise required by law and provided that the Solution is no longer in use by Customer, Arctic Wolf will remove, delete, or otherwise destroy all copies of Confidential Information in its possession one hundred-twenty (120) days following expiration or termination. Notwithstanding anything contrary herein, should Customer fail to immediately cease all use of and/or access to the Solution and delete and/or destroy all copies of Software that are in Customer's possession or control, the subscription will not terminate, and Customer shall remain responsible for payment of fees pertaining to the subscription.

Arctic Wolf General Terms – Frequently Asked Questions

Thank you for reviewing the Arctic Wolf General Terms. We appreciate your interest in becoming a customer of Arctic Wolf. We hope the below information will help you better understand how Arctic Wolf's cybersecurity products (the "Product" or "Products") contracting model works.

Please note that this information is not considered part of the contract at any time. This is provided for information purposes only.

Who is Arctic Wolf?

- Arctic Wolf is a cybersecurity company that provides cybersecurity operations Products, including managed detection and response, managed risk, and managed security awareness, incident response (IR), IR retainers, and endpoint solutions to mitigate our customers' exposure to cyber threats.
- We offer standard, highly configurable, Products to our customers which allows us to leverage the power of scale across our customer base to deliver cost effective and operationally efficient Products.
- Arctic Wolf's customers may (i) subscribe to and license, for the purchased Subscription Term, the right to receive and use, in whole or in part, or (ii) purchase services for a fixed, hourly, or other identified billing method, the various Products offered by Arctic Wolf. All customers subscribing to a particular Product are on the same release using the same operational infrastructure and the same security and support operations for such Product.

Who is the Authorized Partner?

Arctic Wolf leverages its channel partner relationships (its "Authorized Partners") to resell our Products to our customers. The Authorized Partner may be selected by you or introduced to you by Arctic Wolf.

The Authorized Partners act as the financial arm in our transactions with you. You contract directly with the Authorized Partner related to purchase and payment of your Products. The Authorized Partners are not involved in the delivery of our Products and, therefore, are not contemplated in the obligations and liabilities within the Product Agreements related to the delivery of our Products to you. You and the Authorized Partner will have separate contractual terms in place to address the financial aspects of the subscription transaction.

What data do you provide to Arctic Wolf?

The data processed by Arctic Wolf to deliver the Products is dependent upon the Product purchased. The data processed across all Products is set forth in the General Terms. Data that is specific to a particular Product is identified within the applicable Product Supplemental Product Terms. Generally speaking, Arctic Wolf monitors systems telemetry data received from our customers via the sensors, scanners and agents our customers install within their environment. The systems telemetry data allows us to identify potential security threats that may impact your environment. Systems telemetry data may include names, email addresses, phone numbers, usernames, passwords IP Address, geolocation data, deviceID, and other system log metadata. Arctic Wolf should not receive other more sensitive information, including the content of your business files, your customer's business information, social security numbers, financial information, protected health information (PHI), etc. We trust that our customers have appropriate system and operational controls in place to prevent disclosure of such information to us.

Why does Arctic Wolf reserve the right to change to modify terms?

Like other subscription-based solutions providers, customer-generic terms that apply across our customer base are set forth as url links within the overarching General Terms. This allows Arctic Wolf to maintain consistency in the Products across its customers. To address any customer concerns related to this model, Arctic Wolf: (i) provides that the url terms are last in line from an order of precedence; (ii) agrees that we will not materially decrease the features and functionalities during any customer then-current Subscription Term; (iii) provides notice of the change; and (iv) allows customers to object to any specific modification for the remaining period of their then-current Subscription Term or services engagement.

Why doesn't Arctic Wolf allow modifications to its Supplemental Product Terms and Product Descriptions?

As previously indicated, Arctic Wolf's Products are not customized offerings. While highly configurable to provide certain flexibility across our customer base, the core Products and the environments within which they are provided are consistent across all customers. The Supplemental Product Terms contain the unique Product specific terms that apply to all customers. The Product Descriptions are the technical details about each specific Product and are not unique to any given customer.

Does Arctic Wolf offer service levels?

Depending on the Product, Arctic Wolf provides for response time service levels. If service levels are offered with respect to a given Product, the service levels are set forth in the Product Description located here.

Does Arctic Wolf offer termination for convenience?

The IR services offering allows for a termination for convenience. However, Products offered as a subscription do not allow for termination for convenience as Arctic Wolf relies on committed subscription terms, in part, to manage our dedicated CST resource model and ensure adequate time to return data upon expiration of the Subscription Term, should you desire.

We have special data security requirements. Can we include our security and privacy requirements in the General Terms?

We are unable to include customer specific data security requirements in our General Terms. We offer consistent Product offerings and environments across our customer base. Arctic Wolf maintains the same IT security controls and processes for all customers. These controls and processes, depending on the Product, may be reflected in our SOC2 Type II Report, ISO 27001 certification, or other security due diligence support.

Where is the Statement of Work for the services described in the General Terms?

Other than IR services where an SOW is contemplated, Arctic Wolf's provides a subscription that, depending on the Product, is comprised of hardware, software and services. The designated components set forth in the applicable Supplemental Product Terms are required to use and receive the specific Product. While services may be an important part of the Product, we do not define the services component of the Product as separate "professional services". Unlike a traditional professional service offering, the services do not include deliverables and are not subject to acceptance.

Can we make changes to the Beta Terms?

Because participation in the beta programs is completely voluntary and there is no cost for participation, we do not agree to modifications to the beta terms.

We are a Covered Entity under HIPAA. Can we use our Business Associate Agreement?

Arctic Wolf should not receive PHI during the delivery of the Products to you, nor does Arctic Wolf process PHI on your behalf. Accordingly, Arctic Wolf is not a business associate under HIPAA. Arctic Wolf appreciates that certain customers may take a conservative approach and require a business associate agreement (BAA) to cover the exchange of any inadvertently disclosed PHI provided during our relationship. Given this, Arctic Wolf is amenable to execution of its template BAA in which each party's liabilities and requirements are strictly construed to HIPAA requirements and incorporates such terms by url reference in the General Terms.

(For information purposes only, this FAQ does not form part of any contract)

GENERAL TERMS AND CONDITIONS[1]
(executed)

These General Terms and Conditions (the "***General Terms***") is a legal agreement entered into by and between Arctic Wolf Networks, Inc. ("***Arctic Wolf***") and the customer identified in the signature block below ("***Customer***") and governs any order forms, quotes, statements of work ("***SOW***"), or other similarly intended ordering document (however named) executed or accepted by Customer (each an "***Order Form***") that reference this Agreement or pertains to purchase of an Arctic Wolf subscription, product, or service (collectively, "***Product*** *or* "***Products***"). The Order Form may be issued to Customer by Arctic Wolf or an authorized resale partner, as applicable ("***Authorized Partner***"). These General Terms are effective on the date (the "***Effective Date***") Customer executes an Order Form, accepts an Order Form by submitting a matching purchase order to Arctic Wolf or to the Authorized Partner, as applicable, or otherwise accepts delivery or receives the benefit of the Products. This Agreement governs Customer's purchase, receipt, or use of the Products, as identified on an Order Form, and sets forth the terms and conditions under which those Products will be delivered. Products are subject to additional terms and conditions ("***Supplemental Product Terms***" and also referred to as "***Product Agreement***") which are provided at https://arcticwolf.com/terms/. Any applicable Supplemental Product Terms, the Data Processing Addendum as set out in Section 7.2 below (as applicable), the Business Associate Addendum as set out in Section 13.9 below (as applicable), any Order Forms pertaining to the Product, together with the Privacy Notice and Acceptable Use URL terms (collectively the Privacy Notice and Acceptable Use Policy, "***URL Terms***") are each incorporated into these General Terms and form an agreement (hereinafter referred to as this "Agreement"). If there are conflicting terms, the order of precedence shall be as follows: (i) the applicable Supplemental Product Terms, (ii) these General Terms, and (iii) the URL Terms. If there is any conflict between these General Terms and the Data Processing Addendum or the Business Associate Addendum, the Data Processing Addendum and Business Associate Addendum shall prevail. For the avoidance of doubt, any other terms referenced by URL herein (but excluding the URL Terms) shall solely govern the products and services described therein. Capitalized terms have the meaning assigned to them in these General Terms, except as otherwise provided herein. Unless otherwise prohibited by the terms of any existing agreement Customer may have with Arctic Wolf for the Product(s), this Agreement shall apply to Customer's use and Arctic Wolf's delivery of the applicable Products to which Customer has subscribed or purchased in accordance with the "Updates" terms set forth in such existing agreement.

In consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope.

1.1 Products. Customer will purchase and Arctic Wolf, together with its Affiliates, will provide the specific Products as specified in the applicable Order Form. For purposes of this Agreement, ***"Affiliate"*** means any company or other entity, which directly or indirectly controls, is controlled by or is under joint control with a party.

A Product will be comprised of the Components, if applicable, as delineated and defined in the applicable Supplemental Product Terms which may be updated from time-to-time by Arctic Wolf in its sole discretion in accordance with Section 12 as needed to accommodate development, implementation, and deployment of new features and functionality and Customer's use and licensing thereof. Any data provided by Customer to Arctic Wolf necessary for the delivery of the Products will be set forth herein and in the Supplemental Product Terms (the "***Data***") and used in accordance with the terms of this Agreement and Arctic Wolf's Privacy Notice located at https://arcticwolf.com/terms/privacy-notice-for-customers/ (the "***Privacy Notice***"). In the delivery of all Products, the Data will include Points of Contact Information. "***Point of Contact Information***" means information collected by Arctic Wolf about Customer's permitted users of the Products, including Administrators, during various phases of Product delivery and throughout the life of the subscription. Point of Contact Information may include the following personal data: first name, last name, corporate email address, phone number, job title, address, and organization hierarchy. For the avoidance of doubt and to the extent any executed General Terms apply, any technical controls pertaining to the Data described therein are specific to and apply only to Products to which such technical controls were intended to cover.

1.2 License Grant. Provided Customer is compliant with the terms of this Agreement, including payment of all applicable fees, Arctic Wolf grants to Customer a personal, revocable, non-exclusive, non-transferable license to internally install, access and/or use the Products identified on an Order Form. Additional license grants specific to the applicable Products may be set forth in the Supplemental Product Terms.

1.3 Use Rights. To the extent Customer has purchased or subscribed to a specific Product, Customer may access and use the Products, including any Components identified within the Supplemental Product Terms, and any Documentation associated therewith, solely for its own and its Affiliates' internal business purposes and in accordance with the terms and conditions of this Agreement, such associated Documentation, any scope of use restrictions and license counts, including by server, user, endpoint, or such other licensing metric designated in the applicable Order Form, and the Supplemental Product Terms. "***Documentation***" means user manuals, training materials, Product Descriptions (as defined in the Supplemental Product Terms), specifications, and other printed information relating to the applicable Product, as in effect and made generally available from Arctic Wolf at https://docs.arcticwolf.com/ but expressly excluding marketing and sales collateral and materials.

1.4 Future Functionality. Subject to the warranties set forth in Section 9, Customer agrees that it has not relied on the promise of availability of any future functionality of the Products or any other future product or service in executing this Agreement or any Order Form. Customer acknowledges that information provided by Arctic Wolf regarding future functionality should not be relied upon to make a purchase decision. Should Arctic Wolf offer additional optional functionality in the future that complement the Products, Customer may elect to subscribe to and obtain a license to the optional functionality for an additional fee.

1.5 Modifications by Authorized Partner. Customer understands and agrees that any Authorized Partner may not modify this Agreement, except in the event specifically and expressly stated within this Agreement, or make any commitments related to the delivery or performance of

[1] These General Terms are formerly known as the Solutions Agreement.

the Products on Arctic Wolf's behalf and any proposals, marketing collateral, or other similar Product descriptions provided by the Authorized Partner shall not apply.

1.6 Beta Products.

1.6.1 From time-to-time Arctic Wolf may invite Customer to try, at no charge, Arctic Wolf products, features, or functionality that are not generally available to Arctic Wolf's customers ("***Beta Products***"). Customer may accept or decline any such trial in its sole discretion. Any Beta Products will be clearly designated as beta, pilot, limited release, developer preview, non-production or by a description of similar import.

1.6.2 Restrictions and Disclaimers. Beta Products are provided for evaluation purposes and not for production use, are not supported, may contain bugs or errors, and may be subject to additional terms. To the full extent permitted by applicable U.S. and foreign consumer protection laws, Beta Products are not considered Products hereunder and are provided solely and exclusively "AS IS" with no express or implied warranty of any kind. TO THE FULL EXTENT PERMITTED BY APPLICABLE U.S. AND FOREIGN CONSUMER PROTECTION LAWS, (THE "CONSUMER PROTECTION LAWS"), CUSTOMER ASSUMES AND UNCONDITIONALLY RELEASES ARCTIC WOLF FROM ALL RISKS ASSOCIATED WITH THE USE OF ANY BETA PRODUCTS. Arctic Wolf may discontinue the Beta Products at any time in its sole discretion and Arctic Wolf will make reasonable efforts to provide Customer with advanced notice of any such discontinuance. Arctic Wolf does not promise or represent that Beta Products will be made generally available.

1.6.3 NO DATA RETENTION. ANY DATA ENTERED INTO THE BETA PRODUCTS MAY BE PERMANENTLY LOST UNLESS CUSTOMER: (i) PURCHASES A SUBSCRIPTION TO THE COMMERCIALLY AVAILABLE VERSION OF THE BETA PRODUCTS AS MAY BE MADE AVAILABLE BY ARCTIC WOLF; OR (ii) TO THE EXTENT POSSIBLE, EXPORTS SUCH DATA PRIOR TO TERMINATION OF THE BETA PRODUCTS.

1.6.4 LIMITED LIABILITY. TO THE FULL EXTENT PERMITTED BY LAW, INCLUDING THE CONSUMER PROTECTION LAWS, ARCTIC WOLF'S ENTIRE LIABILITY IN CONNECTION WITH ANY USE OF THE BETA PRODUCTS WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WILL NOT, AS TO ANY INDIVIDUAL CLAIM OR IN THE AGGREGATE, EXCEED FIFTY DOLLARS ($50) USD. IF CUSTOMER DOES NOT AGREE TO THE ALLOCATION OF RISK IN THIS SECTION, ITS SOLE RECOURSE IS TO IMMEDIATELY DISCONTINUE THE USE OF THE BETA PRODUCTS.

1.6.5. Despite anything to the contrary in this Agreement, Customer acknowledges that (a) Beta Products may not be supported and may be changed at any time, including in a manner that reduces functionality, (b) Beta Products may not be available or reliable, and (c) Beta Products may not be subject to the same security or audits as the Products.

1.7 Security Operations Warranty. If Customer's Order Form includes the Arctic Wolf Security Warranty (the "***Service Warranty***"), upon finalization of the Order Form and for initial enrollment in the Service Warranty, Customer will receive a link with an embedded token from Arctic Wolf's third-party warranty provider. CUSTOMER MUST ENROLL IN THE SERVICE WARRANTY, RECEIVE AN ENROLLMENT CONFIRMATION EMAIL, AND AGREE TO THE SUBSCRIBER TERMS LOCATED AT https://arcticwolf.com/terms/subscriber-terms/ (the "***Subscriber Terms***") TO RECEIVE THE SERVICE WARRANTY BENEFIT. Execution or acceptance of the Order Form or this Agreement DOES NOT constitute enrollment in the Service Warranty.

2. Equipment. If the Order Form specifies that Customer will receive Equipment, then Customer is responsible for installing the Equipment at the location(s) identified by the parties and for the implementation of appropriate data protection practices related to the protection of any information included on such Equipment while the Equipment is located within Customer's environment. The Equipment may be included as part of the subscription to certain Products, as defined within the Supplemental Product Terms, for use by Customer during the applicable Term or Subscription Term. If Customer attempts to install or use the Equipment at a location other than the locations determined by Customer and communicated to Arctic Wolf during onboarding or at any time thereafter, the Products may fail to function or may function improperly. In the event Customer installs, uses, or relocates the Equipment, Customer understands it must promptly notify Arctic Wolf so that Equipment deployment information can be updated within Customer's account. Other than normal wear and tear, Customer is directly responsible for the replacement cost of the Equipment associated with any loss, repair, or replacement, including any other ancillary costs, damages, fees, and charges to repair the Equipment. If applicable, Arctic Wolf will ship Equipment to Customer and will pay the freight costs associated with shipping the Equipment to Customer's designated locations. Customer is responsible for all additional costs and expenses associated with shipping the Equipment to its designated locations and, unless otherwise agreed, for the return of the Equipment to Arctic Wolf. Such additional costs and expenses may be reflected on an Order Form, from time-to-time following shipment of the Equipment and will be invoiced by Arctic Wolf or the Authorized Partner. Customer understands and agrees if the Equipment is shipped outside of the United States or Canada (or such other locations identified by Arctic Wolf), Customer is responsible for acting as the importer of record.

3. Ownership.

3.1 Arctic Wolf Technology. Arctic Wolf owns or has the right to license Arctic Wolf Technology. "***Arctic Wolf Technology***" means the Products and Documentation and any such other Arctic Wolf Technology set forth in the Supplemental Product Terms. Customer acknowledges and agrees that: (a) the Arctic Wolf Technology is protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws; (b) Arctic Wolf retains all right, title and interest (including, without limitation, all patent, copyright, trade secret and other intellectual property rights) in and to the Arctic Wolf Technology (excluding any rights, title, and interest in any Third Party Products (as defined in Section 9.5 below) which shall be retained by its third party licensor(s)), Threat Intelligence Data (as defined in Section 3.2), and any other deliverables, know-how, databases, developed programs, and registered or unregistered intangible property rights related to the foregoing; (c) there are no implied licenses and any rights not expressly granted to Customer hereunder are reserved by Arctic Wolf; (d) the Products, excluding any Professional Services, are licensed on a subscription basis, not sold, and Customer acquires no ownership or other interest (other than the license rights expressly stated herein); and (e) Customer has no right to obtain source code related to the Software Components included in any Products offered as an on-line, hosted solution. Customer shall not use any Arctic Wolf Technology to contest the validity of any Arctic Wolf intellectual property. Any such use of Arctic Wolf Technology constitutes a material, non-curable breach of this Agreement.

3.2 Threat Intelligence Data. "***Threat Intelligence Data***" is created by Arctic Wolf and is derived from the Data and means any malware, spyware, virus, worm, trojan, or other potentially malicious or harmful code or files, URLs, DNS data, public IP addresses, network telemetry, commands, processes or techniques, tradecraft used by threat actors, metadata, or other information or data, in each case that is potentially related to unauthorized third parties associated therewith and that: (i) Customer provides to Arctic Wolf in connection with these General Terms, or (ii) is collected or discovered during the course of Arctic Wolf providing Products, excluding any such information or data that identifies Customer or to the extent that it includes Personal Data (as defined below) of the data subjects of Customer (but including personal information of threat actors or as otherwise provided in the Privacy Notice).

3.3 Data. As between the parties, Customer shall retain all right, title, and interest (including any and all intellectual property rights) in and to the Data (excluding any Arctic Wolf Technology used with the Data). Customer hereby grants Arctic Wolf, during the term of the Agreement, a non-exclusive, worldwide, royalty-free right to collect, use, copy, store, transmit, modify, and create derivative works of the Data to the extent necessary to provide the Products to Customer in accordance with these General Terms.

4. Restrictions, Responsibilities, and Prohibited Use.

4.1 Restrictions. Customer agrees not to, directly or indirectly: (i) modify, translate, copy (except to the extent reasonably necessary for back up purposes), or create derivative works of the Arctic Wolf Technology except as otherwise expressly permitted under applicable U.S. and foreign copyright laws ("Copyright Laws") which may not be excluded by agreement between the parties; (ii) reverse engineer, decompile, disassemble, or otherwise seek to obtain the intellectual property contained within the Products, except as otherwise expressly permitted under the Copyright Laws which may not be excluded by agreement between the parties; (iii) interfere with or disrupt the integrity or performance of the Products or the data and information contained therein or block or disrupt any use or enjoyment of the Products by any third party; (iv) attempt to gain unauthorized access to the Arctic Wolf Technology or related systems or networks; (v) remove or obscure any proprietary or other notice contained in the Arctic Wolf Technology, including on any reports or data printed from the Arctic Wolf Technology; (vi) use the Product in connection with a service bureau offering or as a service provider whereby Customer operates or uses the Products deployed within its end user environments for the benefit of any unrelated third party (excluding use with Customer's Affiliates, but including any end user or customer of Customer); (vii) use the Products to monitor or scan any environments for which Customer has not received consent; (viii) include material or information in the Arctic Wolf Technology that is obscene, defamatory, libelous, slanderous, that violates any person's right of publicity, privacy or personality, or otherwise results in any tort, injury, damage or harm to any person; (ix) challenge the title or any other rights of Arctic Wolf in or to the Arctic Wolf Technology or any parts, derivatives or variations thereof; (x) contest the validity of the copyrights or other proprietary interests in or to Arctic Wolf Technology; (xi) claim any right, title or interest in or to the Arctic Wolf Technology or any parts, derivatives or variations thereof except as explicitly granted in this Agreement; (xii) provide Data or make its software, hardware, equipment, or systems available to Arctic Wolf in violation of any applicable law or contract; (xiii) abide by the terms of the Acceptable Use Policy at https://arcticwolf.com/terms/acceptable-user-policy/; and (xiv) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Product. Customer shall not disclose the results of any benchmark testing, technical results or other performance data relating to a Product without Arctic Wolf's prior written consent.

4.2 Arctic Wolf Responsibilities. Arctic Wolf shall provide the Products Customer subscribes to or purchase as identified on an Order Form in accordance with the terms of this Agreement and as further described in the Supplemental Product Terms. Any Software provided as part of the Products shall include any updates, upgrades, bug fixes, version upgrades or any similar changes that are made generally available to Arctic Wolf's customers free of charge from time to time during any then-current Term or Subscription Term, as applicable.

4.3. Customer Responsibilities.

4.3.1 Administrators. Customer is responsible for identifying the administrative users for its account which may include Customer's and its Affiliates' authorized (email authorization sufficient) third party service providers and agents ("***Administrators***"). Each Administrator will receive an administrator ID and password and will need to register with Arctic Wolf. Customer is responsible for registering and updating its Administrators, or notifying Arctic Wolf, as applicable, about changes to Administrators, including but not limited to termination, change of authority, and the addition of Administrators. Customer acknowledges and agrees that (i) Administrators will be able to view all Data and other traffic and activities that occur on Customer's network and that Customer is responsible for all activities that occur under Administrator accounts, and (ii) Administrators may communicate with Arctic Wolf using chat features within the Product dashboards and such communications may be monitored and recorded by Arctic Wolf and the third party tool provider for purposes of customer service, quality assurance, and any other business purposes and Customer consents to such activity. Administrator IDs are granted to individual, named persons and cannot be shared or used by more than one Administrator but may be reassigned from time-to-time to new Administrators.

4.3.2 Third Party Access. Customer and any third parties under its control shall keep its account and passwords confidential. Customer shall not permit any third party to access or use the applicable Product(s) except as otherwise set forth in this Agreement or unless Arctic Wolf has provided prior express written consent.

4.3.3 Impacts and Requirements. Transmission of Customer's Data to Arctic Wolf using the Products may be impacted by in-country technical issues and requirements. Arctic Wolf will provide reasonable assistance to Customer in such instances but is not liable if Customer's Data cannot be transmitted outside of such country. Customer is responsible for implementing appropriate internal procedures and oversight to the extent it utilizes the configuration of workflows and processes, including but not limited to Response Actions, and similar functionalities included with the Products. Hosting providers used by Arctic Wolf to deliver the Products may experience service interruptions and service outages outside the control of Arctic Wolf. If such a hosting provider issues an outage notice that could materially impact delivery of the Products, Arctic Wolf will use commercially reasonable efforts to promptly notify Customer about the outage and communicate the planned recovery time provided by the hosting provider. As part of the Products, Arctic Wolf may make recommendations to Customer relating to Customer's environment, the deployment of software and services, and enablement of Product features. Customer is responsible for making decisions, in its sole discretion, pertaining to the implementation of any Arctic Wolf recommendations and Arctic Wolf has no liability for such decisions. Customer acknowledges that any changes Customer makes to its code, infrastructure, or configuration of certain Products after initial deployment may cause the Product to cease working or function improperly or could prevent Arctic Wolf from delivering the Products and Arctic Wolf will have no responsibility for the impact of any such Customer changes. Customer understands that depending on the Solution deployed, a Solution may consume additional CPU and memory in Customer's environment while running in production.

4.4 Anti-corruption. In no event shall Arctic Wolf be obligated to take any action (including the shipping of any product or the provision of any service) or omit to take any action that Arctic Wolf believes in good faith would cause it to be in violation of any laws or regulations of the United States, United Kingdom, European Union, or other applicable jurisdictions regarding bribery or corruption, including, without limitation, the U.S. Foreign Corrupt Practices Act (the "FCPA"), as amended, or UK Bribery Act 2010. Neither party will (i) attempt to, directly or indirectly, improperly influence the sale or purchase of products by payments or other actions contrary to law or regulation, or (ii) take any action or permit or authorize any action that would violate or cause a party to violate the FCPA, the UK Bribery Act, or other applicable anti-corruption laws or regulations. Neither party will, for the purpose of influencing any act or decision to obtain or retain business or direct business to any person, pay, offer or promise to pay, or authorize the payment of, directly or indirectly, any money or anything of value to or for the use or benefit of any of the following: (a) any government official (including any person holding an executive, legislative, judicial or administrative office, whether elected or appointed, any representative of any public international organization, any officer, director, or employee of a state-owned or controlled entity, or any person acting in any official capacity for or on behalf of any government, state-owned entity or public international organization); (b) any political party, official thereof, or candidate for political office; or (c) any other person if a party or any respective partner, officer, director, employee, agent, representative or shareholder of such party knows or has reason to suspect or know that any part of such money or thing of value will be offered, given, or promised, directly or indirectly, to any of the above-identified persons or organizations. Each party acknowledges and agrees that none of its officers, directors, employees, agents or representatives is a government official or employee or an official or employee of any department or instrumentality of any government, nor is any of them an officer of a political party or candidate for political office, who will share directly or indirectly any part of the sums that may be paid pursuant to performance of these General Terms; and each party agrees to immediately notify the other party should the foregoing change during the term of these General Terms. Each party represents and warrants that neither these General Terms nor the performance of or exercise of rights under these General Terms is restricted by, in conflict with, requires registration or approval or tax withholding under, or will require any termination or expiration, compensation, or any compulsory licensing under, any applicable law or regulation of any country or other governmental entity, and each party will not make any claim to the contrary (each party is relying on this representation and warranty, among other provisions of these General Terms, in entering this Agreement and would not enter these General Terms in its absence).

4.5 Trade Controls. Customer understands that the Products may be subject to the export control, economic sanctions, customs, import, and anti-boycott laws, regulations, and orders promulgated or enforced by Canada, the United States, the United Kingdom, member states of the European Union, Customer's jurisdictions of incorporation and operations, and any other country or governmental body having jurisdiction over the parties to these General Terms ("Trade Controls"). Customer shall ensure that the Products are not directly or indirectly re-exported, provided or transferred (i) without any requisite authorizations, approvals, or licenses as required under applicable Trade Controls, or (ii) to any jurisdiction that is subject to a comprehensive embargo by relevant governmental authorities (such as Cuba, Iran, North Korea, Syria, or the Crimea, so-called Donetsk People's Republic, and so-called Luhansk People's Republic regions of Ukraine) ("Embargoed Countries"), or to any person or entity listed on, or which is 50% or more owned or otherwise controlled by persons listed on, any restricted or prohibited persons list issued by Canada, the United States, the United Kingdom, Germany, or any governmental authority of any applicable jurisdiction, including but not limited to the U.S. Commerce Department's Bureau of Industry and Security's Denied Persons, Entity, Unverified, or Military End-User Lists or the U.S. Treasury Department's Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List, Foreign Sanctions Evaders List, or Sectoral Sanctions Identifications List, the Canadian Special Economic Measures Act consolidated list, the UK Consolidated List of Financial Sanctions Targets, and the consolidated list of persons, groups and entities subject to EU financial sanctions (collectively, "Restricted Persons"). Customer represents and warrants that it and its shareholders, members, partners, or other owners are not located, organized, or resident in an Embargoed Country and are not Restricted Persons. Customer shall not use the Products (a) for a military application, wherever located; or (b) with knowledge or reason to know that the Products will be used for nuclear, chemical, or biological weapons proliferation or (c) for any other end use or by any end user otherwise prohibited by applicable Trade Controls. Upon request by Arctic Wolf, Customer will complete and provide an end use certificate in the form reasonably requested by Arctic Wolf. Arctic Wolf may suspend and/or cancel the export, delivery, and or servicing of the Products, if: (i) Arctic Wolf has not received requested end-user certifications; (ii) Arctic Wolf has not received any government approvals required to comply with Trade Controls; or (iii) Arctic Wolf believes that such activity may violate any Trade Controls. If the Products are resold or transferred in violation of any Trade Controls or the provision of these General Terms, Arctic Wolf shall not be obligated to provide any warranty service or technical support for such Items.

4.6 Public Entity Customers. If Customer is a public entity, Customer acknowledges and agrees these General Terms, including the URL Terms, Order Form and Exhibits, if any, are the sole set of terms governing the delivery of the Products to Customer and for the avoidance of doubt, terms related to acceptance related to any services or work product shall not apply unless otherwise set forth in the Supplemental Product Terms. The terms of any request for proposal(s), request for information, invitation to qualify, purchasing agreement or cooperative contract, or similar agreement Customer is using to purchase the Products (as defined below) from an Authorized Partner do not apply to Arctic Wolf. Further, Customer understands, and hereby consents, that Data may be accessed and processed by Arctic Wolf and its non-US Affiliates and their non-US citizen employees and resources and Arctic Wolf's authorized third-party service providers in the United States, Europe, Canada, Australia, or other locations around the world. Notwithstanding anything contrary in any other agreement or purchasing contract, Customer understands and agrees that during a subscription term or engagement term, as applicable, Arctic Wolf will maintain security controls and processes as described in the applicable Supplemental Product Terms or in the Data Processing Addendum (as defined below). Customer is responsible for determining if Arctic Wolf's controls and processes comply with Customer's data handling and security policies.

Customer represents that in purchasing the Products, (i) Customer is not relying on Arctic Wolf for performance of a federal prime contract or subcontract and (ii) Customer is not receiving federal funds to purchase the Products. If Customer does intend to rely on the Products to fulfill its obligations under a federal prime contract or subcontract or utilize federal funds to purchase the Products, Customer agrees to provide Arctic Wolf advance written notice of that intention, and Arctic Wolf shall have the option to terminate this Agreement.

Arctic Wolf Technology is a "commercial item", "commercial computer software" and "commercial computer software documentation," pursuant to DFARS Section 227.7202 and FAR Sections 12.211-12.212, as applicable. All Arctic Wolf Technology is and was developed solely at private expense and the use of Arctic Wolf Technology by the United States Government is governed solely by these General Terms and are prohibited except to the extent expressly permitted herein.

Customer represents it has the requisite authority to enter into and perform under these General Terms.

5. Fees, Payment, Taxes, and Audit. Pricing for the Products will be specified on an Order Form. Certain Products may be provided (a) on a subscription basis for a set term designated on the Order Form (each, a "***Subscription Term***"), (b) on a time and materials basis, (c) for a one-time fixed fee cost, or (d) such other bases set forth on an Order Form (collectively, the "***Fees***"). All fees are non-cancelable and non-refundable. The Term or Subscription Term will be set forth on an Order Form. EXCEPT AS REQUIRED BY CONSUMER PROTECTION LAWS, REFUNDS OF ANY FEES OR OTHER PAYMENTS ALREADY PAID WILL NOT BE PROVIDED EXCEPT AS SET FORTH IN THIS AGREEMENT.

5.1 Order Forms and Invoices Issued by Arctic Wolf. If an Order Form is issued to Customer by Arctic Wolf, the following terms, in addition to any terms in the Supplemental Product Terms, shall apply:

All fees are payable in the currency set forth in the Order Form (or applicable invoice) and shall be due and owning net thirty (30) days from the date of invoice unless otherwise set forth on an Order Form. Late payments shall bear interest at a rate equal to the maximum rate permitted by law. In the event any action is taken to pursue collection of any fees payable hereunder, Customer will reimburse Arctic Wolf for Arctic Wolf's costs associated with such collection, including reasonable legal fees where applicable, in line with the statutory lump sum indemnity for recovery charges. The amounts payable to Arctic Wolf are exclusive of any sales tax, use tax, excise tax, VAT, GST, HST, or similar taxes ("***Indirect Taxes***"). Customer is solely responsible for payment of all Indirect Taxes. If Customer is required to pay any Indirect Taxes, Customer shall pay such Indirect Taxes with no reduction or offset in the amounts payable to Arctic Wolf hereunder and Customer will pay and bear such additional amount as shall be necessary such that Arctic Wolf receives the full amount of the payment required as if no such reduction or offset were required. If Arctic Wolf has the legal obligation to pay or collect Indirect Taxes for which Customer is responsible, Customer authorizes Arctic Wolf to charge Customer for such amount. If Customer believes that Arctic Wolf has billed Customer incorrectly, Customer must contact Arctic Wolf no later than thirty (30) days after the closing date on the first billing statement in which the error or problem appeared to receive an adjustment or credit. Inquiries should be directed to Arctic Wolf's customer support department. Customer shall pay all amounts in the currency reflected in the Order Form and by the method listed on the invoice. Any suspension because of Customer's failure to pay fees when due will not relieve Customer of its payment obligations.

5.2 Order Forms Issued by Authorized Partner. If an Order Form and/or invoice is issued to Customer by an Authorized Partner, Section 5.1 does not apply, and the following terms apply: Customer is purchasing the Products through the Authorized Partner. The Order Form containing terms related to fees, payment, taxes, audit, and any other related terms shall be between Customer and the Authorized Partner. The amounts paid by Authorized Partner to Arctic Wolf for Customer's use of the Products under this Agreement will be deemed the amount actually paid or payable under this Agreement for purposes of calculating Arctic Wolf's liability under Section 10. Customer's renewal pricing will be communicated to Customer by the Authorized Partner in accordance with the terms Customer has with the Authorized Partner or by Arctic Wolf prior to any renewal Term or Subscription Term, as applicable.

5.3 Online Purchased Subscriptions. If Customer's subscription is purchased online, subscription fees shall be remitted via an online third-party payment processor at the time of processing of the subscription within the Product or on the Arctic Wolf website. In such event, subscription fees will be collected by Arctic Wolf's third-party payment processor and will be subject to such third-party payment processor's terms and conditions, including any terms related to data privacy.

5.4 Audit. During the term of this Agreement and for one year thereafter, Customer shall provide Arctic Wolf, or its designated representative, promptly upon request with appropriate records requested by Arctic Wolf to verify Customer's compliance with the Agreement and any Supplemental Product Terms, including specifically, as applicable for the Product, its license counts as set forth on an Order Form. Arctic Wolf, at its option, may require that an executive officer of Customer certify in writing to Customer's compliance with this Agreement and disclose the scope of use of the Products by Customer. If, because of such audit, Arctic Wolf determines that Customer has exceeded the number of licenses for a subscription based product as subscribed to by Customer on an Order Form, Arctic Wolf will notify Customer of the number of additional licenses, along with the associated Fees prorated through the end of the then-current Subscription Term, and Customer will remit payment for such Fees in accordance with this Section 5.

6. Confidentiality. Either party (as a "***Discloser***") may disclose confidential and proprietary information, orally or in writing ("***Confidential Information***") to the other party (as a "***Recipient***"). Confidential Information (a) shall be marked with a restrictive legend of the Discloser or, (b) if orally or visually disclosed to Recipient by Discloser, or disclosed in writing without an appropriate letter, proprietary stamp, or legend, shall be confidential if it would be apparent to a reasonable person that such information is confidential or proprietary. This Section 6 will supersede any non-disclosure agreement by and between the parties (whether entered before, on, or after the Effective Date) and such agreement will have no further force or effect with respect to Confidential Information defined herein. Confidential Information of Arctic Wolf includes the following: any pricing, trade secrets, know-how, inventions (whether or not patentable), techniques, ideas, or processes related to the Arctic Wolf Technology; the design and architecture of the Arctic Wolf Technology; the computer code, internal documentation, and design and functional specifications of the Arctic Wolf Technology; Arctic Wolf's security and privacy due diligence material such as SOC2 reports, security and privacy questionnaire responses & memos; and any intellectual property and know-how included in the problem reports, analysis, and performance information related to the Arctic Wolf Technology, and Threat Intelligence Data (as defined above). Confidential Information of Customer includes the Data. Data includes Point of Contact Information (as defined herein) and any other Data identified in the applicable Supplemental Product Terms.

Each party agrees to hold the other party's Confidential Information in strict confidence, not to disclose such Confidential Information to third parties not authorized by the Discloser to receive such Confidential Information, and not to use such Confidential Information for any purpose except as expressly permitted hereunder, in the applicable Supplemental Product Terms, and as described in the Privacy Notice. Each party agrees to take commercially reasonable steps to protect the other party's Confidential Information and to ensure that such Confidential Information is not disclosed, distributed, or used in violation of the provisions of this Agreement. The Recipient may disclose Confidential Information only: (a) with the Discloser's prior written consent; or (b) to those employees, officers, directors, agents, consultants, third party service providers, and advisors with a clear and well-defined "need to know" purpose who are informed of and bound by confidentiality obligations no less restrictive

than those set forth in this Section 6. Notwithstanding the foregoing, the Recipient may disclose Confidential Information to the extent required by law; however, the Recipient will give, to the extent legally permissible and reasonably practical, the Discloser prompt notice to allow the Discloser a reasonable opportunity to obtain a protective order and such Confidential Information disclosed to the extent required by law shall otherwise remain confidential and subject to the protections and obligations of this Agreement. For the avoidance of doubt, Arctic Wolf may share Customer's name with Customer's services providers to assist Customer in the resolution of technical issues pertaining to the Products. To the extent legally required, Arctic Wolf may report any violations of law pertaining to Customer's use of the Products. The Discloser agrees that the foregoing confidentiality obligations shall not apply with respect to any information that the Recipient can document is: (i) rightfully in its possession or known to it prior to receipt from the Discloser without an obligation of confidentiality; (ii) or has become public knowledge through no fault of the Recipient; (iii) rightfully obtained by the Recipient from a third party without breach of any confidentiality obligation; or (iv) independently developed by employees of the Recipient who had no access to Discloser's Confidential Information. Each party acknowledges that due to the unique nature of the other party's Confidential Information, the disclosing party will not have an adequate remedy in money or damages in the event of any unauthorized use or disclosure of its Confidential Information. In addition to any other remedies that are available in law, in equity or otherwise, the disclosing party is entitled to seek injunctive relief to prevent unauthorized use or disclosure. Arctic Wolf, subject to the Privacy Notice, may retain Contract Account Information which is contract administration data which may include Customer name, contact first name and last name, corporate email address, phone number, job title, address, and organization hierarchy following termination of this Agreement for its internal business purposes.

7. Personal Information; Data Privacy.

7.1 Personal Information. Confidential Information provided by Customer may include information that identifies, relates to, describes, is reasonably capable of being associated with or linked to a particular individual, whether directly or indirectly ("***Personal Information***"). Customer is responsible for the lawfulness of any such Personal Information and the receipt, use, and processing of it under the Agreement. Customer represents and warrants that, where it provides Personal Information to Arctic Wolf or requests Arctic Wolf collect or process such information, it (1) has complied with any applicable laws relating to the collection or provision of such information, (2) possesses any consents, authorizations, rights and authority, and has given all required notices to individual data subjects as are required to transfer or permit Arctic Wolf to collect, receive, or access the Data, including any Personal Information therein, for the Products, and (3) to the extent required by applicable law, informed the individuals of the possibility of Arctic Wolf processing their Personal Information on Customer's behalf and in accordance with its instructions.

7.2 Data Protection. As required by law or as otherwise agreed by the parties, additional data protection terms are outlined in a separate data processing agreement between the parties (referred to herein as a "***Data Processing Addendum***") and available at https://arcticwolf.com/terms/dpa/ (or such other Data Processing Addendum executed by the parties). The Data Processing Addendum shall be incorporated into, and form an addendum to, these General Terms. With respect to Data that constitutes Personal Information, Customer shall act as the accountable organization or the data controller, and Arctic Wolf shall act as the service provider or the data processor. Except as may be required by Data Protection Laws, Arctic Wolf will process the Personal Information solely in accordance with Customer's Instructions. The "Instructions" are defined in this Agreement, the Data Processing Addendum, and as may be additionally communicated by Customer to Arctic Wolf in writing from time-to-time. Arctic Wolf will process Personal Information in compliance with the Data Protection Laws. As defined in the Data Processing Addendum, "Data Protection Laws" means one or more of the following data protection laws or regulations as applicable to the Processing of Personal Information by Arctic Wolf under this Agreement: (i) Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 ("***GDPR***"); (ii) the United Kingdom ("***UK***") Data Protection Act 2018 and the UK General Data Protection Regulation ("***UK GDPR***"); (iii) Swiss Federal Data Protection Act on Data Protection of 25. September 2020 (Status as of 1. September 2023) ("***FDPA***"); (iv) the data protection regulations of the United States, including but not limited to, California Consumer Privacy Act of 2018 as amended by the California Privacy Rights Act of 2020 ("***CCPA***"); (v) the South Africa Protection of Personal Information Act ("***POPIA***"); (vi) the Australia Privacy Act No. 119 1988 (as amended); (vii) Canadian Personal Information Protection and Electronic Documents Act ("***PIPEDA***"); (viii) Singapore's Personal Data Protection Act 2012 (the "***PDPA***"); and (ix) any relevant law, statute, regulation, legislative enactment, order or other binding instrument, that implements, supplements, or amends the foregoing. Where permitted by a lawful basis, Arctic Wolf may process Personal Information in the United States or other countries or jurisdictions outside of the country where it was collected, as described in the Supplemental Product Terms and the Data Processing Addendum. Customer will comply with its obligations under all laws applicable to it as an employer, the accountable organization, and/or data controller, including the responsibility for providing any requisite notices and obtaining any consents for such collection, processing, and transfer of Personal Information, including international transfers.

8. Indemnity.

8.1 Arctic Wolf's Indemnity. Subject to Section 8.3, Arctic Wolf will defend and indemnify Customer from any unaffiliated third-party claim or action to the extent based on the allegation that the Products infringe any intellectual property right (patents, utility models, design rights, copyrights and trademarks or any other intellectual property right) having effect in the United States, Canada, Australia, United Kingdom, Switzerland, South Africa, New Zealand, and the European Union. Arctic Wolf will pay any settlements that Arctic Wolf agrees to in a writing signed by an authorized officer of Arctic Wolf or final judgments awarded to the third-party claimant by a court of competent jurisdiction. The foregoing obligations do not apply with respect to the Products, or portions or components thereof, that are: (a) not provided by Arctic Wolf; (b) combined with other products, processes or materials that are not reasonably contemplated by the Documentation where the alleged infringement relates to such combination; (c) modified other than with Arctic Wolf's express consent; (d) used after Arctic Wolf's notice to Customer of such activity's alleged or actual infringement; or (e) not used by Customer in strict accordance with this Agreement or the published Documentation. The indemnification obligations set forth in this Section 8.1 are Arctic Wolf's sole and exclusive obligations, and Customer's sole and exclusive remedies, with respect to infringement or misappropriation of third-party intellectual property rights of any kind.

8.2 Customer Indemnity. Subject to Section 8.3 and to the extent permitted by law, Customer agrees to defend and indemnify Arctic Wolf from any third-party claim or action brought against Arctic Wolf to the extent based on Customer's alleged breach of Sections 4 or 7.1. Customer agrees to pay any settlements that Customer agrees to in a writing signed by an authorized officer of Customer or final judgments awarded to the third-party claimant by a court of competent jurisdiction.

8.3 Procedures. Each party's indemnification obligations are conditioned on the indemnified party: (a) providing the indemnifying party with prompt written notice of any claim, provided that the failure to provide such notice shall only limit the indemnifying party's obligation to indemnify to the extent that the failure prejudices the indemnifying party in its defense of the claim; (b) granting the indemnifying party the sole control of the defense or settlement of the claim; and (c) providing reasonable information and assistance to the indemnifying party in the defense or settlement of the claim at the indemnifying party's expense. Notwithstanding the foregoing, the indemnifying party (i) may not make an admission of fault on behalf of the other party without written consent, (ii) any settlement requiring the party seeking indemnification to admit liability requires prior written consent, not to be unreasonably withheld or delayed, and (iii) the other party may join in the defense with its own counsel at its own expense.

8.4 Options. If Customer's use of the Products has become, or in Arctic Wolf's opinion is likely to become, the subject of any claim of infringement, Arctic Wolf may at its option and expense: (a) procure for Customer the right to continue using and receiving the Products as set forth hereunder; (b) replace or modify the Products to make them non-infringing; (c) substitute an equivalent for the Products; or (d) if Arctic Wolf, in its sole discretion, determines that options (a)-(c) are not reasonably practicable, terminate this Agreement and refund any pre-paid unused Fees as of the effective date of termination.

9. Warranty and Warranty Disclaimer.

9.1 Mutual Warranties. Each party represents and warrants to the other party that (a) it is duly organized, validly existing and in good standing as a corporation or other entity under the laws and regulations of its jurisdiction of incorporation, organization or chartering; (b) it has the full right, power and authority to enter into this Agreement, to grant the rights and licenses granted hereunder and to perform its obligations hereunder; (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and (d) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party.

9.2 Product Warranty. ARCTIC WOLF WARRANTS THAT DURING THE TERM AND PROVIDED THAT CUSTOMER IS NOT IN BREACH OF THIS AGREEMENT OR AS OTHERWISE PROHIBITED BY CONSUMER PROTECTION LAWS INCLUDING ANY CUSTOMER RIGHTS UNDER SUCH CONSUMER PROTECTION LAWS THAT: (I) THE PRODUCTS PROVIDED UNDER THIS AGREEMENT DO NOT INFRINGE OR MISAPPROPRIATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY; (II) THE PRODUCTS SHALL SUBSTANTIALLY PERFORM AS DESCRIBED IN THE DOCUMENTATION; AND (III) IT WILL COMPLY WITH ALL FOREIGN, PROVINCIAL, FEDERAL, STATE AND LOCAL STATUTES, LAWS, ORDERS, RULES, REGULATIONS AND REQUIREMENTS, INCLUDING THOSE OF ANY GOVERNMENTAL (INCLUDING ANY REGULATORY OR QUASI-REGULATORY) AGENCY APPLICABLE TO ARCTIC WOLF AS IT PERTAINS TO ITS OBLIGATIONS AND THE DATA REQUIRED FOR THE DELIVERY AND PERFORMANCE OF THE PRODUCTS DESCRIBED HEREIN. IN THE EVENT OF ANY BREACH OF THIS SECTION 9.2, ARCTIC WOLF SHALL, AS ITS SOLE LIABILITY AND CUSTOMER'S SOLE REMEDY (OTHER THAN ARCTIC WOLF'S INDEMNIFICATION OBLIGATIONS IN SECTION 8.1 ABOVE, OR OTHERWISE PROHIBITED BY CONSUMER PROTECTION LAWS OR PROVIDED IN SECTION 9.4 OF THIS AGREEMENT), REPAIR OR REPLACE THE PRODUCTS THAT ARE SUBJECT TO THE WARRANTY CLAIM AT NO COST TO CUSTOMER OR IF ARCTIC WOLF IS UNABLE TO REPAIR OR REPLACE, THEN ARCTIC WOLF WILL REFUND ANY PRE-PAID FEES FOR THE PRODUCTS, OR PARTS THEREOF, SUBJECT TO THE WARRANTY CLAIM. EXCEPT FOR THE WARRANTIES DESCRIBED IN THIS SECTION, THE PRODUCTS ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OF TITLE. CUSTOMER ACKNOWLEDGES THAT THE PRODUCTS ARE PROVIDED "AS IS" AND FURTHER ACKNOWLEDGES THAT ARCTIC WOLF DOES NOT WARRANT: (A) THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED, OR ERROR FREE; (B) THE PRODUCTS ARE NOT VULNERABLE TO FRAUD OR UNAUTHORIZED USE; AND (C) ALL THREATS, VULNERABILITIES, ATTACKS OR MALWARE WILL BE DISCOVERED, REPORTED OR REMEDIED. CUSTOMER IS RESPONSIBLE AND ARCTIC WOLF SHALL HAVE NO RESPONSIBILITY FOR DETERMINING THAT THE USE OF THE PRODUCTS COMPLIES WITH APPLICABLE LAWS IN THE JURISDICTION(S) IN WHICH CUSTOMER MAY DEPLOY AND USE THE PRODUCTS. THE CUSTOMER ACKNOWLEDGES AND AGREES THAT THE PRODUCTS ARE NOT DESIGNED OR INTENDED FOR USE IN ANY HAZARDOUS ENVIRONMENT REQUIRING FAIL-SAFE PERFORMANCE OR OPERATION, NOR IS IT INTENDED FOR THE OPERATION OF NAVIGATION, NUCLEAR FACILITIES, WEAPONS SYSTEMS, LIFE-SUPPORT SYSTEMS, OR ANY APPLICATION OR INSTALLATION WHERE FAILURE COULD RESULT IN DEATH, SEVERE PHYSICAL INJURY OR PROPERTY DAMAGE.

9.3 No Guarantee. CUSTOMER ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT NEW THREATS ARE CONSTANTLY EVOLVING. ARCTIC WOLF DOES NOT GUARANTEE OR WARRANT THAT IT WILL FIND, LOCATE, OR DISCOVER ALL OF CUSTOMER'S SYSTEM THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE, OR THAT ALL SUCH SYSTEM THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE CAN OR WILL BE CONTAINED OR UNCONTAINED IN THE DELIVERY OF THE PRODUCTS. CUSTOMER ACKNOWLEDGES THAT CERTAIN FEATURES AND ACTIVITIES PERFORMED BY ARCTIC WOLF AND MORE FULLY DESCRIBED IN THE APPLICABLE PRODUCT DESCRIPTIONS COULD POSSIBLY RESULT IN INTERRUPTIONS OR DEGRADATION TO CUSTOMER'S SYSTEMS AND ENVIRONMENT AND ACCEPTS THOSE RISKS AND CONSEQUENCES. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH ANY THIRD-PARTY SYSTEMS (NOT INCLUDING THIRD PARTY PRODUCTS AS DEFINED IN SECTION 9.5 BELOW) OR SERVICES, INCLUDING ANY CLOUD IAAS AND SAAS SYSTEMS, TOOLS, AND/OR ENVIRONMENTS AND ANY DIAGNOSTIC TOOLS, API'S, AND OTHER SUCH INTEGRATIONS, THAT CUSTOMER USES OR DEPLOYS IN CONNECTION WITH THE DELIVERY OF THE PRODUCTS.

9.4 Open Source Warranty. Customer acknowledges that certain components of the Products ("Open Source Components") may be covered by so-called "open source" software licenses, which means any software licenses approved as open source licenses by the Open Source Initiative (or any substantially similar licenses). Arctic Wolf hereby represents and warrants that all Open Source Components in the Products will be provided to Customer by Arctic Wolf hereunder in a manner compliant with their applicable open source licenses. To the extent required by the licenses covering third party Open Source Components, the terms of such licenses will apply to such Open Source Components in lieu of the terms of this Agreement. To the extent the terms of the licenses applicable to third party Open Source Components prohibit any of the restrictions in this Agreement with respect to such Open Source Component, such restrictions will not apply to such Open Source Component. To the extent the terms of the licenses applicable to third party Open Source Components require Arctic Wolf to make an offer to provide source code or related

information in connection with the Open Source Components, such offer is hereby made. Any request for source code or related information should be directed only to legal@arcticwolf.com.

9.5 Third-Party Product. Third-Party Product (as defined in this Section 9.5) may carry a limited warranty from the third-party publisher, provider, or original manufacturer of such Third-Party Products. To the extent required or allowed, Arctic Wolf will pass through to Customer or directly manage for the benefit of Customer's use of the Third-Party Products as part of the Products (such decision to be made in Arctic Wolf's discretion), the manufacturer warranties related to such Third-Party Products. "***Third-Party Product***" means any non-Arctic Wolf branded products and services (including Equipment, and any operating system software included therewith) and non-Arctic Wolf-licensed software products, including Open Source Components.

9.6 Customer Warranties. Customer represents and warrants that it shall: (i) be responsible for ensuring the security and confidentiality of all its Administrator IDs, usernames, and passwords; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Products; (iii) notify Arctic Wolf promptly upon discovery of any unauthorized use of the Products or any breach, or attempted breach, of security of the Products; (iv) not violate any foreign, provincial, federal, state and local statutes, laws, orders, rules, regulations and requirements applicable to Customer's performance of its obligations herein, including those of any governmental (including any regulatory or quasi-regulatory) agency, Trade Control laws, and regulations and the U.S. Foreign Corrupt Practices Act (the *"**FCPA**"*); (v) not use the Products and transfer any Data to Arctic Wolf for any fraudulent purposes; and (vi) implement safeguards within Customer's environment to protect the Products, including specifically, any Equipment, from the introduction, whether intentional or unintentional, of: (1) any virus or other code, program, or sub-program that damages or interferes with the operation of the Equipment or halts, disables, or interferes with the operation of the Products; or (2) any device, method, or token whose knowing or intended purpose is to permit any person to circumvent the normal security of the Products. Customer authorizes Arctic Wolf to perform the Service Components of the Products as identified in the Supplemental Product Terms (and all such tasks and tests reasonably contemplated by or reasonably necessary to perform such Services) on network resources with the internet protocol addresses or other designated identifiers identified by Customer. Customer represents that, if Customer does not own such network resources, it will have obtained consent and authorization from the applicable third party(ies) to permit Arctic Wolf to provide such Services on such third party's network resources.

10. Limitation of Liability.

10.1 Limitations of Liability. TO THE FULL EXTENT PERMITTED BY LAW AND SUBJECT TO SECTION 10.2 BELOW, FOR ANY CAUSE RELATED TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN AN ACTION BASED ON A CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, HOWEVER ARISING, ARCTIC WOLF WILL IN NO EVENT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR: (A) DAMAGES BASED ON USE OR ACCESS, INTERRUPTION, DELAY OR INABILITY TO USE THE PRODUCTS, LOST REVENUES OR PROFITS, LOSS OF PRODUCTS, BUSINESS OR GOODWILL, LOSS OR CORRUPTION OF DATA, LOSS RESULTING FROM SYSTEM FAILURE, MALFUNCTION OR SHUTDOWN, FAILURE TO ACCURATELY TRANSFER, READ OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION, BREACHES BY AN AUTHORIZED PARTNER, OR BREACHES IN CUSTOMER'S SYSTEM SECURITY; OR (B) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; OR (C) ANY AMOUNTS THAT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER FOR THE PRODUCTS THAT ARE THE SUBJECT OF THE CLAIM PERTAINING TO THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO (OR IF FEES HAVE NOT YET BEEN PAID, THE FEES EXPECTED TO BE PAID IN THE TWELVE MONTH PERIOD FOLLOWING) THE EVENT WHICH GIVES RISE TO SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY WHETHER OR NOT ARCTIC WOLF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. BOTH PARTIES UNDERSTAND AND AGREE THAT THE LIMITATIONS OF LIABILITIES SET FORTH IN THIS AGREEMENT ARE REASONABLE AND THEY WOULD NOT HAVE ENTERED INTO THE AGREEMENT WITHOUT SUCH LIMITATIONS. THE FOREGOING LIMITATIONS OF LIABILITY IN THIS SECTION 10.1, WITH RESPECT TO ARCTIC WOLF AUSTRALIAN CUSTOMERS, ARE SUBJECT TO THE *COMPETITION AND CONSUMER ACT 2010 (CTH) SCH 2* AND SECTION 10.2 OF THIS AGREEMENT.

10.2 Australia Competition and Consumer Act. FOR AUSTRALIAN CUSTOMERS DEEMED "CONSUMERS" AS DEFINED BY THE *COMPETITION AND CONSUMER ACT 2010 (CTH) SCH 2,* SECTION 10.1 IS REPLACED IN ITS ENTIRETY WITH THE FOLLOWING:

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW ARCTIC WOLF SHALL NOT BE LIABLE TO CUSTOMER (UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STATUTE, TORT OR OTHERWISE) FOR: (A) ANY LOST PROFITS, REVENUE, OR SAVINGS, LOST BUSINESS OPPORTUNITIES, LOST DATA, OR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF ARCTIC WOLF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES OR SUCH DAMAGES OR LOSSES WERE REASONABLY FORESEEABLE; OR (B) AN AMOUNT THAT EXCEEDS THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER FOR THE PRODUCTS THAT ARE THE SUBJECT OF THE CLAIM PERTAINING TO THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT WHICH GIVES RISE TO SUCH DAMAGES. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SPECIFIED IN THESE TERMS. MULTIPLE CLAIMS SHALL NOT EXPAND THE LIMITATIONS SPECIFIED IN THIS SECTION 10.2. THIS SECTION 10.2 DOES NOT SEEK TO LIMIT OR EXCLUDE THE LIABILITY OF ARCTIC WOLF OR ITS AFFILIATES IN THE EVENT OF DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE OR FOR FRAUD OR FOR ANY OTHER LIABILITY FOR WHICH IT IS NOT PERMITTED BY LAW TO EXCLUDE. TO THE EXTENT APPLICABLE, THIS PROVISION MUST BE READ SUBJECT TO THE *COMPETITION AND CONSUMER ACT 2010 (CTH) SCH 2*.

11. Term and Termination; Suspension; Survival.

11.1 Term and Renewal. This Agreement shall be in effect for the Subscription Term or Term, as applicable, specified in the Supplemental Product Terms or on an Order Form, and any renewal thereof. Unless otherwise set forth on the Order Form or the applicable Supplemental Product Terms, any Subscription Term will automatically renew in its entirety at the end of the initial Term for the same period of time as the initial Subscription Term, but in no event more than a twelve (12) month term, and subject to the then-current terms and applicable price at the time of renewal; provided however, if either party would like to opt out of automatic renewal or reduce subscription scope, then such party must notify the other party no less than sixty (60) days prior to the expiration of the then-current Subscription Term.

11.2 Termination. Either party may terminate this Agreement for cause if: (A) if the other party (i) becomes insolvent; (ii) files a petition in bankruptcy; or (iii) makes an assignment for the benefit of its creditors; or (B) breaches any of its obligations under this Agreement in any material respect, which breach is not remedied within ten (10) days following written notice to such party, including Customer's non-payment of undisputed fees, and (C) as otherwise set forth in the Supplemental Product Terms. Upon termination, Customer agrees to cease all use of the Arctic Wolf Technology, installed or otherwise, and permanently erase or destroy all copies of any Arctic Wolf Technology, including all Content and virtual Equipment, that are in its possession or under its control and promptly remove and return all physical Equipment to Arctic Wolf. Except as otherwise required by law, Arctic Wolf will remove, delete, or otherwise destroy all copies of Confidential Information in its possession as set forth in the Supplemental Product Terms. Should Customer elect to have its Data returned upon expiration, it is the Customer's responsibility to work with Arctic Wolf to ensure such information is returned prior to destruction.

11.3 Suspension. Arctic Wolf may suspend its delivery of the Products (in whole or part) and Customer's use thereof if Customer fails to pay any undisputed amount within fifteen (15) days (or such longer period as Arctic Wolf may decide from time-to-time) of Arctic Wolf's (or Authorized Partner's) notice to Customer of such failure to pay or to comply with any law, court order, or governmental request. Additionally, if Customer's account is the subject of denial-of-service attacks, hacking attempts, or other malicious activities, or Customer's activities reasonably appear to be in breach of Section 4.1, Arctic Wolf may delete any files, programs, data, and email messages associated with Customer's account and/or will work with Customer to resolve such matters as soon as possible. In such circumstances, to protect Arctic Wolf's own systems, Customer acknowledges that Arctic Wolf may be required to suspend the Products until the issues are resolved. Arctic Wolf will provide advance notice to Customer of such suspension, where reasonably practicable. Arctic Wolf shall restore access to the applicable Product(s) as soon as the event giving rise to suspension has been resolved. Arctic Wolf reserves the right to charge a reconnection fee if any of the events listed above occurs in connection with any Customer act or omission.

11.4 Survival. Customer's payment obligations and provisions relating to property rights and confidentiality shall survive expiration or termination of the Agreement. Sections 3, 6 through 8, 10, 11 and 13 shall survive termination of the Agreement.

12. Updates. Arctic Wolf reserves the right to modify this Agreement, including the Supplemental Product Terms, URL Terms, and the Documentation in Arctic Wolf's sole discretion. In no event will any changes materially decrease the Product features and functionalities that Customer has purchased or subscribed to during the then-current Term. Should Arctic Wolf make any modifications, Arctic Wolf will post the amended terms on the applicable URL links, update the ***"Last Updated Date"*** within such documents, and notify Customer via email or such other direct written communication method implemented by Arctic Wolf from time-to-time. Customer may notify Arctic Wolf within 30 days after the effective date of the change of its rejection of such change. If Customer notifies Arctic Wolf of its rejection during such thirty (30) day period, then Customer will remain governed by the terms in effect immediately prior to the change until the end of Customer's then-current Term. However, any subsequent renewal of the Term will be renewed under the then-current Agreement, unless otherwise agreed in writing by the parties.

13. Miscellaneous.

13.1 Notice. Except as otherwise provided herein, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) on the next business day after the date sent, if sent for overnight delivery by a generally recognized international courier (e.g., FedEx, UPS, DHL, etc.) (receipt requested); or (c) on the date sent by e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Such communications must be sent to the respective parties at the addresses set forth on the signature page hereof (or at such other address for a party as shall be specified in a notice given in accordance with this Section 13.1).

13.2 Publicity. Unless Customer directs otherwise by sending an email to Arctic Wolf at legal@arcticwolf.com, which direction may be given at any time, Customer agrees that Arctic Wolf may list Customer's company name and/or logo (in accordance with any trademark guidelines Customer may provide) as an Arctic Wolf customer within its customer lists and for use with Arctic Wolf's partners in a manner that does not suggest Customer's endorsement of any specific Arctic Wolf Solution.

13.3 Independent Contractors. The parties to this Agreement are independent contractors. Neither party has the authority to bind the other party without the express written authorization of the other party. Nothing herein may be construed to create an employer-employee, franchisor-franchisee, agency, partnership, or joint venture relationship between the parties. Each party shall be liable for the actions and obligations of its and its Affiliates, including any of their respective users, employees, subcontractors, agents, consultants, advisors, or such other similar third parties.

13.4 Assignment. This Agreement shall inure to the benefit of and be binding upon the respective permitted successors and assigns of the parties. Customer shall not be entitled to assign or otherwise transfer any of its rights and/or duties arising out of this Agreement and/or parts thereof to third parties, voluntarily or involuntarily, including by change of control, operation of law or any other manner, without Arctic Wolf's express prior written consent. Any purported assignment or other transfer in violation of the foregoing shall be null and void. No such assignment or other transfer shall relieve the assigning party of any of its obligations hereunder.

13.5 Governing Law; Dispute Resolution. This Section 13.5 shall apply to the full extent permitted by law or venue. The rights and obligations of the parties under this Agreement shall not be governed by the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods or the United Nations Convention on the Limitation Period in the International Sale of Goods, as amended. The governing law and exclusive venue applicable to any lawsuit or other dispute arising in connection with the Agreement will be determined by the location of Customer's principal place of business ("**Domicile**"), as follows:

Domicile	Governing Law	Venue

United States (including, D.C. and its inhabited territories)	Delaware	Kent County, Delaware
Japan	California	Santa Clara, California
Canada	Ontario	Toronto
United Kingdom, Europe Union, Iceland, Switzerland, Norway, Africa, Australia, New Zealand, the Russian Federation, Middle East, and Asia-Pacific (excluding Japan)	England	London

The parties hereby irrevocably consent to the personal jurisdiction and venue as shown above. Each party irrevocably agrees to waive jury trial. In all cases, the application of law will be without regard to, or application of, conflict of law rules or principles. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration within the venue in the table above in English and in accordance with the JAMS International Arbitration Rules then in effect. Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for preliminary injunctive relief pending a final decision by the arbitrator(s), provided that a permanent injunction and damages shall only be awarded by the arbitrator(s). In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees. Further, each party agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to this Agreement must be filed within one year after such claim or cause of action arose.

13.6 Waiver. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

13.7 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. The parties agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business, and other purpose of such void or unenforceable provision. Arctic Wolf does not accept, expressly or impliedly, and rejects and deems deleted any additional or different terms or conditions that Customer presents, including, but not limited to, any terms or conditions contained Customer's purchase order, or other such document, or established by trade usage or prior course of dealing. This Agreement is entered into solely between and may be enforced only by Arctic Wolf and Customer. This Agreement will not be deemed to create any third-party rights or obligations and any person who is not a party to this Agreement shall not have any rights or remedies under or in connection with it.

13.8 Entire Agreement. This Agreement constitutes the parties' entire agreement with respect to the subject matter hereof and supersedes any prior or contemporaneous agreement or understanding by and among the parties with respect to such subject matter. Except as otherwise provided herein, this Agreement may only be amended, modified, or supplemented only by an agreement in writing signed by each party.

13.9 Business Associate Addendum. In the event that Arctic Wolf receives personal healthcare information in the delivery of the Products, the parties agree to comply with the Business Associate Addendum (**"*BAA*"**) located at https://arcticwolf.com/terms/business-associate-addendum/ or such other equivalent agreement/addendum as required under applicable health information/privacy laws. In the event the parties have entered into a BAA or equivalent agreement in relation to protected health information, the parties intend for both this Agreement and BAA or equivalent agreement to be binding upon them and the BAA or equivalent agreement is incorporated into this Agreement by reference.

13.10 Interpretation. The parties have participated mutually in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted mutually by the parties and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

13.11 English Language Controls. The parties to this Agreement confirm that it is their wish that the Agreement as well as all documents relating hereto have been and will be written and printed in the English language only. *Les parties aux présentes confirment leur volonté que cette convention de même que tous les documents, y compris tous avis, s'y rattachant, soient rédigés en langue anglaise seulement.* In the event a translation of this Agreement is prepared for any purpose, Customer acknowledges that the English language version shall govern in the event of any inconsistency between the English version and such translation. Customer acknowledges that it has had an opportunity to negotiate the terms of this Agreement.

13.12 Rights of Third Parties. Subject to the rights of Authorized Partners as expressly set out in the terms of this Agreement, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.

12.13 Electronic Signature. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the Effective Date.

Arctic Wolf Networks, Inc.:	**Customer:**
Signed:	**Signed:**
Name: Andrew Hill	**Name:** _____
Title: Chief Legal Officer & General Counsel	**Title:** _____
Date: _____	**Date:** _____
Notice Address: PO Box 46390 Eden Prairie, MN 55344 Attn: General Counsel legal@arcticwolf.com	**Notice Address:**

MANAGED DETECTION AND RESPONSE
SUPPLEMENTAL PRODUCT TERMS

These Managed Detection and Response Supplemental Product Terms ("***Supplemental Product Terms***") is an addendum to, supplements, and is made part of the General Terms located at https://arcticwolf.com/terms/general-terms/ (or such other similarly executed General Terms or negotiated Solutions Agreement) in place between the parties (the "***General Terms***") (the Supplemental Product Terms and General Terms collectively referred to herein as the "***Agreement***") and, subject to the terms herein, governs Customer's use of the Managed Detection and Response solution (the "***Solution***"). These Supplemental Product Terms apply to the extent Customer has subscribed to the Solution either as a standalone offering or as part of Customer's subscription to other Products. Any capitalized terms not otherwise defined herein have the same meanings as those noted in the General Terms. If there is any conflict between these Supplemental Product Terms and the General Terms, then these Supplemental Product Terms shall control.

1. SOLUTION.

1.1 The Solution may be licensed separately or as part of a Security Operations Bundle as more fully described at https://arcticwolf.com/terms/bundles-tiers/ (each a "Bundle"). The Solution includes the following Components:

Component	
Software	The object form of any software, including any operating system software included in the Equipment, and add-ons offering enhanced features and functionality made generally available to Arctic Wolf customers from time-to-time
Equipment	Virtual network appliances (vSensor) or physical sensors (Sensor)
Services	Support, onboarding services, and services provided by Security Services, and Cyber Resilience Assessment ("***CRA***")[1]
Platform	One (1) vSensor 100 series Unlimited data ingestion Access to the Unified Portal (formerly called Customer Portal) Use of the Arctic Wolf Agent ITSM Ticketing Integrations (if elected by Customer) 90-day Log Retention (unless another retention period is purchased by Customer and set forth on an Order Form)

1.2 The Solution and its Components are more fully described in the MDR Product Description located at https://docs.arcticwolf.com/ (the "***Product Description***") and incorporated herein by reference. Any capitalized terms not otherwise defined in these Supplemental Product Terms or the General Terms shall have the definition in the Product Description.

2. DATA; ARCTIC WOLF TECHNOLOGY.

2.1 Data. Data processed by Arctic Wolf in the delivery of the Solution includes:

2.1.1 Solutions Data. "***Solutions Data***" means the operational system log data and any other information provided by Customer in furtherance of its use of the Solution and which Customer may elect to submit to Arctic Wolf using the Solution, including, but not limited to operational values, event logs, and network data such as flow, HTTPS, TLS, DNS metadata, cursory inventory data, operating systems and versions, users and groups from Active Directory, system level inventory, event data, and network vulnerability data, but excluding Threat Intelligence Data.

2.1.2 Customer acknowledges and agrees that Arctic Wolf, in the performance of the Solution, may use a GeoIP service (i.e., a method of locating a computer terminal's geographic location by identifying that terminal's internet protocol ("IP") address) to report the location of Customer's IP address.

2.2 Data Storage. Customer's Confidential Information is stored in Arctic Wolf's third-party service provider data centers specified by the Platform location included on Customer's Order Form (or within the General Terms, if identified) and may be processed as set forth in the Agreement and Data Processing Addendum.

2.3 Data Transmission. Customer's Data will be transmitted to Arctic Wolf via a secure tunnel in compliance with the requirements of Arctic Wolf's then-current SOC2 Type II Report and ISO27001 certification.

3. **TERMINATION.** Except as otherwise required by law, Arctic Wolf will remove, delete, or otherwise destroy all copies of Confidential Information in its possession upon the earlier of the following: (i) the return of the Equipment, if applicable, to Arctic Wolf, or (ii) one hundred-twenty (120) days following expiration or termination. Notwithstanding anything contrary in this Agreement, should Customer fail to return any Equipment within ninety (90) days following discontinuation of use of the Equipment or termination or expiration of this Agreement, Customer will be liable for the replacement cost of the Equipment, which shall be due and owing upon receipt of the invoice from Arctic Wolf or the Authorized Partner, and Arctic Wolf shall have no liability to Customer for a breach of Data included on such unreturned Equipment and Customer shall be liable for any breach of the Arctic Wolf Technology contained within such unreturned Equipment.

4. **MICROSOFT US GOVERNMENT COMMUNITY AND HIGH US GOVERNMENT COMMUNITY ENVIRONMENT MONITORING.** In the event Arctic Wolf monitors applications for Customer within the Microsoft US Government Community

[1] CRA is available subject to the terms of the Cyber JumpStart Portal Supplemental Product Terms located at https://arcticwolf.com/terms/.

environment or US Government Community High environment (each a “GCC environment”) as part of the delivery of the Solutions, Customer understands and agrees as follows:

4.1 Arctic Wolf is not FedRAMP compliant.

4.2 Only Arctic Wolf supported and integrated applications will be monitored in the GCC environment.

4.3 Solutions Data (i) may be accessed by Arctic Wolf, its Affiliates, and any third-party providers, from locations outside the United States, and (ii) may be accessed by persons who are not United States citizens.

4.4 Arctic Wolf does not require access to or delivery of Customer’s Controlled Unclassified Information (“CUI”) and in the event information classified as CUI is provided, Arctic Wolf may immediately cease ingestion of Customer Solutions Data without further liability to Customer.

4.5 Arctic Wolf will provide reasonable cooperation to Customer in the event of a data breach involving Solutions Data including, but not limited to assistance in responding to any government or regulatory inquiries.

4.6 Certain Microsoft log sources may be in beta and, consequently, Arctic Wolf makes no representations as to the delivery of the Solutions related to any such beta Microsoft log sources.

4.7 Customer will immediately notify Arctic Wolf of non-consent or any change in consent and any monitoring of Customer’s GCC environment will immediately cease without further liability to Arctic Wolf.

Camera Corner
Connecting Point

We have prepared a quote for you

Arctic Wolf 2

Quote # CCCP054775
Version 1

Prepared for:

City of De Pere

Steve Massey
smassey@mail.de-pere.org

Sales Office:
529 N. Monroe Avenue
Green Bay, WI 54301
(920) 435-5353
www.cccp.com

Remit To:
PO Box 7002
Carol Stream, IL 60197-7002
(920) 438-0316
(920) 617-3508

Camera Corner Connecting Point

Managed MDR

Product Details	Qty	Price	Ext. Price
Aurora Managed Endpoint Defense for MDR	250	$22.00	$5,500.00
Aurora Managed Endpoint Defense Onboarding	1	$0.00	$0.00

Subtotal: **$5,500.00**

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www.cccp.com

Remit To:
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Carol Stream, IL 60197-7002
(920) 438-0316
(920) 617-3508

Camera Corner Connecting Point

Arctic Wolf 2

Bill To:

City of De Pere
Steve Massey
335 S Broadway
De Pere, WI 54115
(920) 339-4052
smassey@mail.de-pere.org

Ship To:

City of De Pere
Steve Massey
335 S Broadway
De Pere, WI 54115
(920) 339-4052
smassey@mail.de-pere.org

Quote Information:

Quote #: CCCP054775
Version: 1
Delivery Date: 10/09/2025
Expiration Date: 11/07/2025

Sales Rep:
Ryan Chernick
ryan.chernick@cccp.com
(920) 438-0504

Quote Summary

Description	Amount
Managed MDR	$5,500.00
Total:	**$5,500.00**

IMPORTANT: Any legal document should refer to us as ACP CreativIT, LLC d/b/a Camera Corner Connecting Point or CCCP.

All current and future pricing is subject to change in response to the new tariffs. This current situation is very fluid, but please be assured our price will only change if our cost increases due to the tariffs. Any change in price will be clearly communicated prior to the order being placed with our distributors. We appreciate your patience and understanding as this situation plays out. Thank you.

Additionally, all deliveries, especially LFD (Large Format Displays)/TV's, need to be opened, turned on and inspected thoroughly for concealed damage within 5 days of receipt to ensure full value replacement. Orders converted from this quote, as authorized by the customer, acknowledges the customer has read our Return Policies and Conditions located on the Company Info page of the ACP CreativIT website www.acpcreativit.com

Please note: Quotes do not reflect tax. Shipping, handling, and other fees may apply. Contact your Account Executive with any questions. We reserve the right to cancel orders arising from pricing or other errors.

Camera Corner
Connecting Point

We have prepared a quote for you

Arctic Wolf 2

Quote # CCCP054775
Version 1

Prepared for:

City of De Pere

Steve Massey
smassey@mail.de-pere.org

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Carol Stream, IL 60197-7002
(920) 438-0316
(920) 617-3508

Camera Corner Connecting Point

MDR and IRJS

Product Details	Qty	Price	Ext. Price
Arctic Wolf Core User License - Silver (MDR)	182	$69.00	$12,558.00
Arctic Wolf Core Server License - Silver (MDR)	25	$79.00	$1,975.00
Arctic Wolf MDR Log Retention - 1 year	207	$6.00	$1,242.00
Arctic Wolf MDR Data Explorer	207	$0.00	$0.00
Arctic Wolf 200 Series Sensor	1	$1,381.00	$1,381.00
Arctic Wolf MDR Office 365 user license	182	$9.00	$1,638.00
Arctic Wolf IR JumpStart	1	$1,082.00	$1,082.00
Arctic Wolf Aurora Platform	1	$0.00	$0.00
Arctic Wolf Onboarding	1	$0.00	$0.00
Arctic Wolf Sensor/Scanner Shipping	1	$124.00	$124.00
Arctic Wolf Security Operations Warranty	1	$0.00	$0.00

Subtotal: **$20,000.00**

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Green Bay, WI 54301
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(920) 438-0316
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Camera Corner Connecting Point

Arctic Wolf 2

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Version: 1
Delivery Date: 10/09/2025
Expiration Date: 11/07/2025

Sales Rep:
Ryan Chernick
ryan.chernick@cccp.com
(920) 438-0504

Quote Summary

Description	Amount
MDR and IRJS	$20,000.00
Total:	**$20,000.00**

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Please note: Quotes do not reflect tax. Shipping, handling, and other fees may apply. Contact your Account Executive with any questions. We reserve the right to cancel orders arising from pricing or other errors.

CITY OF DE PERE
MEMO

To: Mayor James Boyd
Members of the Finance/Personnel Committee
From: Steve Massey, IT Director
Date: October 8, 2024

RE: **Consideration and Possible Action to approve a three-year contract with Arctic Wolf**

Managed Detection and Response (MDR) is a cybersecurity service that provides organizations with 24/7 threat monitoring, detection, and response by a team of security experts. The **Center for Internet Security (CIS)** has successfully provided the City of De Pere with MDR services at a reduced rate for the past several years; however, the offering is limited. Key capabilities such as full environment security event monitoring and detection, extended log retention, and an incident response retainer are not currently offered. Although these key capabilities are not currently offered, they are essential to meeting our cybersecurity needs.

After a thorough evaluation of our current MDR provider and a review of emerging cybersecurity requirements, I have decided to transition to a new MDR vendor to strengthen our cybersecurity defenses. This decision is also influenced by the federal government's discontinuation of funding for the Center for Internet Security (CIS).

Staff received quotes from multiple cloud-hosted MDR providers. Based on cost, peer recommendations and organizational requirements, staff recommends approval of the three-year quote from Arctic Wolf, provided by Camera Corner. Arctic Wolf will deliver comprehensive MDR services, cybersecurity consulting, full environment security event monitoring and detection, extended log retention, and an incident response retainer. The annual cost for Arctic Wolf's MDR service is $25,500, which has been included in the 2026 budget. The migration from our existing MDR provider to Arctic Wolf will start in November with a targeted go-live in early January 2026. The city will not be paying for anything until January 2026. Our current MDR provider is funded through February 1, 2026.