



Finance/Personnel Committee

Regular Meeting

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

Agenda

Tuesday, April 14, 2026

7:30 PM

Council Chambers and Virtual

Pursuant to Wisconsin Statute 19.84, Notice is hereby given to the public that a meeting of the **Finance/Personnel Committee** of the City of De Pere will be held on **April 14, 2026** at **7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET. DE PERE.**

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

OR

You can also dial in using your phone.

United States (Toll Free): [1 866 899 4679](tel:18668994679)

United States: [+1 \(312\) 757-3117](tel:+13127573117)

Access Code: 154-883-285

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

1. CALL TO ORDER

A. Roll Call

B. Approval of the Minutes of the March 10, 2026 Regular Meeting of the Finance/Personnel Committee.

2. PUBLIC COMMENTS

Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Finance/Personnel Committee. §6-3(f) DPMC

3. NEW BUSINESS

A. For Consideration and Possible Action on a lab services agreement with Quest Diagnostics.*

B. For Consideration and Possible Action on Increasing Municipal Court Citation Costs.*

C. For Consideration and Possible Action to approve the selection of Govstack for Website Provider Services with the funding of \$15,204 coming from unassigned reserves.*

D. For Consideration and Possible Action to approve the Chase Paymentech Merchant application and agreement.*

E. For Consideration and Possible Action on Sale and Development Agreement Terms with

Ehlinger Properties LLC for a 5.9-acre portion of Parcel WD-L492-B-5 (American BLVD) for business relocation and expansion.*

- F. For Consideration and Possible Action on Sale and Development Agreement Terms with Lighthouse Production for development of 4.1 acre portion of Parcel WD-L492-B-5 on American BLVD in the West Business Park.*
 - G. For Consideration and possible action on a development term with Fore Development and Commercial Horizons, Inc. and/or Entity TBD for the development of approximately 4.4 acres of WD-L281-1 and WD-D0037, generally located off Lawrence Drive and Southbridge Road, for the construction of an 82-unit multifamily development.*
 - H. For Consideration and Possible Action on the Bridge Connector Tax Increment District (TID) Funding Analysis 2026 Update.
 - I. Cash and Investments Report for February 28th, 2026.
- 4. FUTURE AGENDA ITEMS
 - 5. ADJOURNMENT

Any person wishing to attend this meeting who, because of disability, requires special accommodations should contact the Legal Department at 920-339-4042 by noon on the previous day so that arrangements can be made.

Agenda Sent To:

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



City of De Pere, Wisconsin

1.B

Request for Finance/Personnel Committee Action

Meeting Date: April 14, 2026
Department: Administration
From: Amy Darnick, Administrative Assistant
Subject: Approval of the Minutes of the March 10, 2026 Regular Meeting of the Finance/Personnel Committee.
Recommendation: Motion to approve.

Minutes

Attachments:
March 10, 2026 Minutes



Finance/Personnel Committee

Regular Meeting

Minutes

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

Tuesday, March 10, 2026

7:30 PM

335 S. Broadway, De Pere, WI 54115

1. CALL TO ORDER

A. Roll Call

Also present were City Manager Kim Flom, City Attorney Joanne Bungert, City Clerk Carey Danen, Finance Director Pam Manley, Fire Chief Brett Jansen, Development Services Director Dan Lindstrom, Community and Economic Development Specialist Quasan Shaw, and Administrative Assistant Amy Darnick.

Present: Pamela Gantz, Amy Kundinger, Casey Nelson, Devin Perock

Absent:

Excused: James Boyd

B. Approval of the minutes of the February 10, 2026 Regular Meeting of the Finance/Personnel Committee.

RESULT:	Passed
MOVER:	Devin Perock
SECONDER:	Pamela Gantz
AYES:	Pamela Gantz, Amy Kundinger, Casey Nelson, Devin Perock
NAYS:	None

2. PUBLIC COMMENTS

Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Finance/Personnel Committee. §6-3(f) DPMC

None

3. NEW BUSINESS

A. For Consideration and Possible Action on Community Service Grant Policies.*

City Clerk Carey Danen was present to speak on this agenda item. An Alderperson requested this agenda item to review how community service grants are awarded and whether the Council wants to institute any guidelines on prioritizing awards or limiting the amount on how many are granted towards each organization. In their packet, there is a list of who has received these awards the last several years.

RESULT:	Passed
MOVER:	Devin Perock
SECONDER:	Pamela Gantz

AYES:	Pamela Gantz, Amy Kunding, Casey Nelson, Devin Perock
NAYS:	None

- B. For Consideration and Possible Action to Approve Over-Hire of one Police Officer for Police Department.*

Chief Muraski was present online to speak on this agenda item. This case we know that an officer is retiring in September. We would like to lock in a good candidate and would like to look at over-hire in mid-june through early-september. The maximum cost would be \$28,333. Typically, it takes around 9 months to go through field training until they are ready to go on the road. We'd like to get ahead of the game, which also saves money on overtime.

RESULT:	Passed
MOVER:	Amy Kunding
SECONDER:	Casey Nelson
AYES:	Pamela Gantz, Amy Kunding, Casey Nelson, Devin Perock
NAYS:	None

- C. For Consideration and Possible Action to Approve Over-Hire of one Firefighter for Fire Department.*

Fire Chief Brett Jansen was present to speak on this agenda item.

This follows the same policy as before. 2026 executive budget to hire one extra firefighter to start bringing our staffing levels up. One member will be going on FMLA June-July. If we can bring a candidate on now, we can train them and get them into action by June 1, which would reduce overtime on that shift. We'd like to have them go through recruit school and on shift fully by June.

RESULT:	Passed
MOVER:	Amy Kunding
SECONDER:	Pamela Gantz
AYES:	Pamela Gantz, Amy Kunding, Casey Nelson, Devin Perock
NAYS:	None

- D. For Consideration and Possible Action on Redevelopment Agreement terms with TPAMMT LLC for the Redevelopment of 303 Reid St. into a Multi-Tenant Commercial Development (Parcel WD-955).*

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

Last summer, City staff were approached by TPAMMT who was looking to establish a location in De Pere. Took them on a sight tour of De Pere. Concepts is a brewery/pizza place/event space and a small restaurant place. One Barrel Brewing company and Jennifer's place restaurant going into the Abbey Bar. 1.5 million in new construction costs. They did reach out looking for TIF assistance. We came to an agreement on a \$125,000 grant. We are going to extend TID 9 boundary to bring this parcel in. Finish construction at the end of 2026. Final assessed value by January 1, 2027.

Alderperson Nelson has a question- He is wondering if we are demolishing the structure. Shaw mentioned that we are just remodeling the current structure, not demolishing it. He also asked about the project incentive being at 15.5% and wanted to know what we are normally at for percent. Development Services Director Lindstrom mentioned that each project is different.

RESULT:	Passed
MOVER:	Casey Nelson
SECONDER:	Pamela Gantz
AYES:	Pamela Gantz, Amy Kunderling, Casey Nelson, Devin Perock
NAYS:	None

- E. For Consideration and Possible Action on Development Agreement terms with Bliffert De Pere Holdings LLC, for a Construction Design and Supply Business located at approximately 2025 Venture AVE, an approximately 10.25 Acre Portion of WD-D0077 in the West Business Park.*

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

This is talking about a business park project, which is a construction supply and business company. Bliffert Lumber is looking to expand their footprint within Wisconsin by developing the 10-acre parcel. Their goal is to provide another construction supply business, hoping to help alleviate some of the construction pains with high pricing and high demand. Their interest in this site is driven largely by its immediate proximity to the rail line.

The concept plan illustrates an approximately 5,300-square-foot office, a 15,800-square-foot cabinet and millwork warehouse, and a bulk warehouse for building materials and lumber. This will be an overall community and regional benefit. Adding about 4.1 million dollars of improvement value. 8 million in construction cost. The developer requests a site assembly grant valued at \$525,000 and a \$120,000 project cost reimbursement grant at the completion of the project. Staff is recommending approval.

Alderman Nelson asked what TID and how many years of life left- Director Lindstrom mentioned it would be TID 11 and 9 years of life left.

RESULT:	Passed
MOVER:	Devin Perock
SECONDER:	Casey Nelson
AYES:	Pamela Gantz, Amy Kunderling, Casey Nelson, Devin Perock
NAYS:	None

- F. For Consideration and Possible Action on TID #8 Financial Statements and Fund Transfer.*

Finance Director Pam Manley was present to speak on this agenda item.

At the beginning of the year, we closed TID 6. When we closed it, we had a surplus. When a TID closes with a surplus, it gets divided between 4 groups.

West De Pere School District, City of De Pere, NWTC, Brown Co.

Finance Director Manley recommends we take the City's part of the excess funds balance and roll it into our capital equipment fund. This limits our amount of debt and the amount of interest we end up paying.

RESULT:	Passed
MOVER:	Devin Perock

SECONDER:	Pamela Gantz
AYES:	Pamela Gantz, Amy Kunding, Casey Nelson, Devin Perock
NAYS:	None

- G. For Consideration and Possible Action to hire Associated Appraisal Consultants, Inc. for Statutory Assessor, Annual Maintenance and Alternating Year Interim Market Updates for 2027-2030 in the amount of \$360,000.*

Finance Director Pam Manley was present to speak on this agenda item.

Last year, it was awarded for 1-year contract for Acurate. This year we went out for RFP again and ended up with 3 respondents. We interviewed 2 and, through discussions as a team, we recommend going with Associated Appraisals. Associated Appraisals rose to the top, and the annual cost will increase with this proposal. We recommend going to the every-other-year appraisal. We think maintenance will be fine with this contract every other year.

Alderson Nelson asked if going to the every other year option, will there be a bigger step instead of the gradual slope. City Manager Flom replied that yes, that was a discussion item when the team met. It was mentioned that community members can see comparables and there will be searches and reports that staff can use as well.

Alderson Gantz mentioned she was pleased that we decided to do it every other year and that we went out to RFP.

RESULT:	Passed
MOVER:	Casey Nelson
SECONDER:	Pamela Gantz
AYES:	Pamela Gantz, Amy Kunding, Casey Nelson, Devin Perock
NAYS:	None

- H. For Consideration and Possible Action on 2025 Budget Items Carried Forward to 2026.*

Finance Director Pam Manley was present for this agenda item.

Some of these projects are ones that just haven't happened, or we haven't received the goods yet. Moving these funds forward to next year.

RESULT:	Passed
MOVER:	Pamela Gantz
SECONDER:	Casey Nelson
AYES:	Pamela Gantz, Amy Kunding, Casey Nelson, Devin Perock
NAYS:	None

- I. Cash and Investments Report for January 31, 2026.

Alderson Nelson had a question- it is over \$100 million, can we start offsetting some other things as some point?

Director Manley mentioned this is some of the money that we have borrowed (the bridge, the parking ramp, the MSC expansion). There is a lot of money that will be spent, and it is set aside for some of these larger items.

RESULT:	Passed
MOVER:	Amy Kunding
SECONDER:	Casey Nelson
AYES:	Pamela Gantz, Amy Kunding, Casey Nelson, Devin Perock
NAYS:	None

4. FUTURE AGENDA ITEMS

Aldersperson Kunding asked for a Front street update. Director Lindstrom mentioned that they would like to provide substantial information soon for Front Street.

5. ADJOURNMENT

Aldersperson Kunding made a motion to adjourn. Aldersperson Nelson seconded the motion. Adjourned at 8pm.

Respectfully submitted,
Amy Darnick



City of De Pere, Wisconsin

3.A

Request for Finance/Personnel Committee Action

Meeting Date:	April 14, 2026
Department:	Health
From:	Chrystal Woller, Health Director/Officer
Subject:	For Consideration and Possible Action on a lab services agreement with Quest Diagnostics.*
Recommendation:	Staff recommends approval.

Attachments:

Memo_TSPOT LAB SERVICES, 00093688.0 - DE PERE HEALTH DEPT - LSA - Hospital_encrypted_ (1)

CITY OF DE PERE

MEMO



To: Honorable Mayor James Boyd and Members of the Finance/Personnel Committee
From: Chrystal Woller BSN, RN, MBA, Health Director
Meeting Date: 4/14/2026

Re: Agreement for Lab Services with Quest Diagnostics

The De Pere Health Department has been notified that our current laboratory provider, Oxford Lab, has been acquired by Quest Diagnostics. As a result, a new laboratory services agreement is required. Our department, along with other health departments in Wisconsin, relies on these laboratory services to obtain reduced-cost Tuberculosis T-SPOT tests, which are essential for conducting case investigations and communicable disease control when an active case occurs within our jurisdiction. The new agreement has been reviewed and approved by the legal department.

LABORATORY SERVICES AGREEMENT
(Hospital)

THIS AGREEMENT (the "Agreement") is effective as of the last date of signature below, (the "Effective Date"), is by and between **Quest Diagnostics LLC** ("Quest Diagnostics") and **De Pere Health Department** ("Client"). Quest Diagnostics and Client may be referred to individually as "Party" and collectively as the "Parties".

WITNESSETH

WHEREAS, Client is a hospital or health system in which the individuals whose specimens will be tested hereunder are in-patients or out-patients, as defined herein; and

WHEREAS, Quest Diagnostics is a laboratory services company which performs laboratory services based on orders from authorized health care providers across the United States; and

WHEREAS, Client desires to engage Quest Diagnostics as its laboratory services provider to perform certain laboratory services based on orders from authorized healthcare providers employed by Client and Quest Diagnostics desires, pursuant to the terms and conditions set forth herein, to provide such services; and

NOW THEREFORE, in consideration of the foregoing premises and mutual promises herein contained, and intending to be bound legally hereby, Client and Quest Diagnostics agree as follows:

The above recitals are hereby incorporated into this Agreement.

1. **SERVICES.**

1.1 Quest Diagnostics will provide laboratory testing services and related ancillary services of the type set forth on **Attachment 1: Fees** ("Services") to Client, including:

1.1.1. The technical and professional component of anatomic and surgical pathology services.

1.1.2. Clinical diagnostic laboratory testing, including analyses in the areas of clinical chemistry, hematology, serology, microbiology, cytogenetics, immunology, endocrinology, toxicology, histology, virology and cytology.

1.1.3 Supplies. Quest Diagnostics will provide to Client certain specimen collection supplies as part of its fees for its Services hereunder to be used solely for the collection of specimens that are to be tested by Quest Diagnostics. Client shall ensure that patient specimens referred to Quest Diagnostics are obtained in an appropriate container and in adequate quantity, are properly processed, and are properly packaged for transport.

1.1.4 Mutually agreed upon courier services to pick up specimens from the Client to be tested by Quest Diagnostics.

1.1.5 Test results reports back to the Client either in an electronic format, subject to the execution by the Parties of the applicable Quest Diagnostics' connectivity agreement, or via fax.

1.2 Client agrees that:

1.2.1. Chain-of- custody testing is excluded from this Agreement.

- 1.2.2. All Services will be ordered by persons who are authorized under state and/or federal law to order laboratory tests.
- 1.2.3. It will utilize an appropriate container for each specimen and provide adequate quantity, and ensure that specimens are properly processed, and are properly packaged for transport.
- 1.2.4. Quest Diagnostics is not required to provide or arrange for laboratory testing services that are not listed on **Attachment 1: Fees**.
- 1.2.5. It shall not submit to Quest Diagnostics any Proficiency Testing (“PT”) samples, which Client receives for testing. If any PT samples are sent to Quest Diagnostics by Client, Quest Diagnostics will comply with the applicable Clinical Laboratory Improvement Amendments of 1988 as amended (“CLIA”) codified at 42 C.F.R. section 493.801(b)(4) related to receipt of such PT samples and shall be entitled to recover all costs and expenses that it incurs related to handling such incidents.

- 1.3 Services under this Agreement may be performed and billed by Quest Diagnostics or an entity that is now or may in the future be controlled by or under common control with Quest Diagnostics.

2. **COMPENSATION/BILLING.**

- 2.1 Quest Diagnostics shall bill Client and Client shall pay Quest Diagnostics for all Services at the fees set forth on **Attachment 1: Fees**, except under the circumstances referred to below in Section 2.1.1. In the event, Client orders a Service not listed on **Attachment 1: Fees**, Quest Diagnostics may, but shall not be required to, perform such testing and Quest Diagnostics may bill and Client shall pay Quest Diagnostics’ list price until the Parties mutually agree upon a negotiated fee for such testing.
 - 2.1.1 Under certain circumstances, Client may request that Quest Diagnostics bill a third-party payor for Services. In the event Client makes such a request of Quest Diagnostics, Quest Diagnostics will consider such request and will notify Client of its acceptance. Any limitations or objections to the acceptance of third-party billing shall be addressed in the written notification. Should Quest Diagnostics agree to perform any third-party payor billing, the provisions of **Appendix A: Third Party Billing Terms** shall apply without further action of the Parties.
- 2.2 Client acknowledges that the pricing provided in this Agreement is based upon Quest Diagnostics’ understanding that the Client will send an anticipated volume of account billed testing so that Quest Diagnostics may factor economies of scale into its pricing. Client represents that it will on an annual basis utilize Quest Diagnostics for at least 95% of Client’s total reference Services which are directly billed to the Client. Client agrees that it will annually certify and provide written notice to Quest Diagnostics of satisfaction of this requirement, including by providing the calculation and supporting detail. For purposes of clarification, laboratory services which are billed to a third party under and not directly billed to the Client shall not be included in the amount of total laboratory services or the amount of services performed by Quest Diagnostics for purposes of determining compliance with this provision. In the event that Client is unable or unwilling to certify as to its satisfaction with this requirement, the rates set forth on **Attachment 1: Fees** shall automatically increase by three (3)%.
- 2.3 **Third-Party Billing.** For patients with insurance, Quest Diagnostics will bill the patients’ insurers directly, unless required by applicable law to bill Client directly. Client will indicate insurance ID in the “insurance ID” field on the test order requisition and provide all necessary information including, without limitation, complete and accurate (1) patient’s demographic information, (2) insurance/Medicaid/Medicare eligibility information, (3) diagnosis codes in the form of ICD codes, and (4) any other reasonably required billing information. To the extent permitted by law, and in the event, that complete and accurate billing information is not provided in a timely manner, or if Quest Diagnostics is otherwise not permitted by law to bill the insurers requested, Client agrees that it will be held directly responsible for payment.

- 2.4 Where payment is due from Client to Quest Diagnostics, Client agrees to make payment to Quest Diagnostics by check, ACH payment, certified money order, or electronic wire within sixty (60) days of the date of each Quest Diagnostics invoice for Services, after which any undisputed unpaid invoice amounts shall be overdue. Where available, client will be invoiced monthly via Quest Diagnostics eInvoice (Quest web-based invoicing system) or other similar electronic invoicing system. Paper invoices may incur additional fees. In the event that Quest Diagnostics sends the account for collection and/or initiates litigation in order to collect overdue amounts, Client shall be liable for all costs and expenses of such collection and/or litigation, including reasonable attorneys fees, court costs and expenses.
- 2.5 All pricing contained herein and attached hereto as **Attachment 1: Fees**, shall be in effect for three (3) year from the Effective Date. Thereafter, Quest Diagnostics reserves the right to increase such pricing at any time, but no more frequently than annually, upon sixty (60) days' advance written notice to Client.
- 2.6 In the event of a suspected overpayment or underpayment, the Party asserting the error shall notify the other Party in writing and provide details sufficient to enable the other Party to verify the amount of the suspected overpayment or underpayment, as the case may be. If a review shows an overpayment or underpayment, and the Party who received the notice agrees with the identified overpayment or underpayment, then such Party shall reimburse the undisputed amount within sixty (60) days of receipt of such details. For any disputed amount, the Parties shall work cooperatively and in good faith to attempt to resolve payment issues on an informal basis within ninety (90) days of the first notification of a request for an adjustment as described above. If this is unsuccessful, then the Parties may seek any other legal remedies available to them. Notwithstanding anything to the contrary contained herein, neither Party shall have any obligation to refund any amounts if notice of the overpayment or underpayment is not received within one (1) year from the date of payment. In no event shall Client offset overpayments against, or deduct overpayments from, any other payments it owes to Quest Diagnostics unless Quest Diagnostics expressly permits Client to do so.
- 2.7 In the event that Client is part of an integrated delivery network or health system, the pricing under this Agreement shall apply to the Client's hospital locations/facilities only.
3. **TERM.** This Agreement shall commence on the Effective Date and shall continue in perpetuity until terminated as set forth below.
4. **TERMINATION.**
- 4.1 **Termination Without Cause.** For a period of three (3) years from the Effective Date, this Agreement is terminable solely for cause. Thereafter, either Party can terminate this Agreement upon ninety (90) days prior written notice.
- 4.2 **Termination With Cause.**
- 4.2.1 **Material Breach.** Either Party may terminate this Agreement in the event of a material breach by the other Party by giving the breaching party ten (10) days written notice identifying the breach. If the breaching party fails to cure the breach within the ten (10) day cure period, the non-breaching party may terminate the Agreement immediately upon written notice to the breaching party.
- 4.2.2 **Material Change.** Either Party may, upon written notice to the other Party, immediately terminate this Agreement upon the occurrence of any of the following events: (i) the other Party makes an assignment for the benefit of creditors; (ii) a petition in bankruptcy or any insolvency proceeding is filed by or against the other Party and is not dismissed within thirty (30) days from the date of filing; (iii) all or substantially all of the property of the other Party is levied upon or sold in any judicial proceedings; (iv) the other Party is excluded from participating in any federally funded program; (v) a loss of licensure by the other Party that renders the other Party unable to perform its obligations under this Agreement; or (vi) if the Party determines in good faith that any portion

of this Agreement may or does violate any law, rule, regulation or governmental policy, or any interpretation of any law, rule, regulation or governmental policy.

5. **SURVIVAL.** Those sections, which by the nature of their terms are intended to survive termination, or that contemplate performance or observance after termination of this Agreement, will survive the termination or expiration of this Agreement, including without limitation the following sections: Indemnification, Insurance, Miscellaneous, Compliance with Law, Limitations of Liability, Terms of the Agreement, and Governing Law.
6. **TERMS OF THE AGREEMENT.** Except as required by law, the terms of this Agreement (including without limitation the pricing provisions) are confidential and may not be disclosed to third parties without the prior written consent of both Parties. The provisions of this paragraph shall survive termination or expiration of this Agreement.
7. **RECORDS.** Each Party agrees to maintain records for patients in such form and for such duration as may be required by Federal, State or local statutes or regulations, and to make available to the Department of Health and Human Services, the U.S. Comptroller General and their designees upon reasonable request and in a reasonable manner its books, documents, and records relating to its provision of services under this Agreement as may be required by applicable statutes and regulations. Quest Diagnostics acknowledges that these agencies and their designees have the right to audit, evaluate, or inspect Quest Diagnostics' (or its subcontractors' or transferees') books, contracts, medical records, patient care documentation, and other records, related to recipients of federal and state funds.
8. **INSURANCE.**
 - 8.1 During the term of this Agreement, Quest Diagnostics will maintain, at its sole cost and expense, insurance against claims that may arise from or in connection with the Services provided with at least the following minimum limits of liability. Quest Diagnostics may provide the coverage required by this Agreement through self-insurance. Quest Diagnostics will include Client as an additional insured for general liability and automobile liability by a blanket additional insured endorsement, if applicable.

Coverage Type	Minimum Limits of Liability
General Liability	\$2,000,000 per occurrence \$4,000,000 general aggregate
Business Automobile Liability	\$3,000,000 combined single limit per accident
Worker's Compensation	Statutory - In accordance with the laws of the country, state, or province, or territory exercising jurisdiction over employees
Employer's Liability	\$1,000,000 each accident/each employee/policy limit
Professional Liability / Errors & Omissions Liability	\$5,000,000 each claim \$5,000,000 aggregate
Crime	\$1,000,000 each occurrence
Cyber Liability	\$5,000,000 each claim

- 8.2 Client will maintain, at its sole cost and expense, the following insurance coverages.

Coverage Type	Minimum Limits of Liability
General Liability	\$1,000,000 per occurrence \$3,000,000 general aggregate

Coverage Type	Minimum Limits of Liability
Business Automobile Liability	\$1,000,000 combined single limit
Worker's Compensation	Statutory - In accordance with the laws of the country, state, or province, or territory exercising jurisdiction over employees
Employer's Liability	\$1,000,000 each accident/each employee/policy limit
Professional Liability / Errors & Omissions Liability	\$1,000,000 each claim \$3,000,000 aggregate
Crime	\$1,000,000 each occurrence
Cyber Liability	\$1,000,000 each claim

8.3 Each Party will continue the coverage (or purchase "tail coverage") which will extend the reporting period for incidents arising out of or related to this Agreement for at least three (3) years beyond the termination of this Agreement. Upon request, each Party will provide the other Party with a current and valid Certificate of insurance evidencing its coverage required by this Agreement and annually thereafter. Cancellation notification is in accordance with policy provisions.

9. **COMPLIANCE WITH LAWS.** Each of the Parties represents and warrants to the other Party that it will comply with all applicable laws, rules or regulations ("Applicable Laws"), including, but not limited to, the federal Physician Self-Referral Law, 42 U.S.C. 1395nn, and the regulations promulgated thereunder (together, the "Stark Law"), similar state physician self-referral laws and regulations (together with the Stark Law, the "Self-Referral Laws"), the federal Medicare/Medicaid Anti-kickback Law and regulations promulgated thereunder (the "Federal Anti-kickback Law") and similar state Anti-kickback laws and regulations (together with the Federal Anti-kickback Law, the "Anti-kickback Laws") and the Health Insurance Portability and Accountability Act ("HIPAA"). This paragraph will survive the termination of this Agreement.

10. **INDEMNIFICATION.** Each party will indemnify, defend and hold the other party, its affiliates and their respective officers, directors, employees and agents harmless from and against any and all losses, claims, suits, damages, liabilities and expenses (including without limitation, reasonable attorneys' fees and costs) based upon or arising, directly or indirectly, from their respective negligent or willful acts or omissions, and the negligent or willful acts or omissions of their affiliates and their respective officers, directors, employees, and agents.

11. **LEGISLATIVE / REGULATORY CHANGES.** In the event federal or state legislative and/or regulatory changes impact the Services, either Party may seek to amend this Agreement to fully comply with any legislative or regulatory changes.

12. **MISCELLANEOUS.**

12.1 **Independent Contractor.** The parties agree that each is an independent contractor engaged in the operation of its own business.

12.2 **Notices.** All notices under this Agreement shall be delivered in accordance with this provision. Notice will be deemed properly delivered, as of the date received by the non-noticing party, if given as follows:

- Notice to Quest Diagnostics shall be via email to: CommercialContracting@QuestDiagnostics.com

- Notice to Client shall be via traceable delivery method addressed as follows:

DE PERE HEALTH DEPT
335 S. Broadway St
De Pere, WI 54115
ATTN: Chrystal Woller
Email: cwoller@deperewi.gov

- 12.3 Governing Law. This Agreement shall be governed by the law of the state of Wisconsin without regard to its conflict of laws provisions. In the event of any litigation between the parties arising out of this Agreement the parties agree to waive the right to request a jury trial.
- 12.4 Excluded Provider. Each party represents and warrants that it has not been convicted of a crime related to healthcare or is not currently listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded programs (including, without limitation, federally funded healthcare programs, such as Medicare and Medicaid). If the foregoing representation changes during the term of this Agreement, the affected party shall provide prompt written notice to the other party.
- 12.5 Entire Agreement. This Agreement constitutes the entire Agreement between the Parties with regard to the subject matter hereof, supersedes all prior agreements or understandings and may only be modified in a writing signed by both Parties. Notwithstanding the foregoing, if the Client is a member of a group purchasing organization (“GPO”) with which Quest Diagnostics is under contract and the Client has complied with all requirements under that GPO agreement to access the rates set forth and that GPO approved, the terms of the GPO Agreement shall supersede any provisions of this Agreement. No modification of this Agreement will have any force or effect unless such modification specifically indicates it is a modification of this Agreement, is in writing and signed by authorized representatives of both Parties.
- 12.6 Severability. If any provision of this Agreement is determined to be illegal, invalid or unenforceable by a court of competent jurisdiction, the Parties shall endeavor in good faith to negotiate legal, valid and enforceable substitute provisions that fulfill as closely as possible the original intents and purposes of the Agreement. The remaining portions of the Agreement not declared illegal, invalid, or unenforceable shall remain in full force and effect only if the essential terms and conditions of this Agreement for each Party remain valid, binding and enforceable and the economic and legal substance of the transactions contemplated by the Agreement are materially preserved for each Party.
- 12.7 Assignment. Except in the event of a merger, consolidation, acquisition, or other transfer or change in ownership or control of the Party, or as otherwise set forth in this Section, neither Party may transfer or assign this Agreement nor any rights or obligations hereunder without the prior written consent of the other Party. Notwithstanding the foregoing, Quest Diagnostics may refer work to an affiliated testing facility or to subcontracted providers without prior written consent. This Agreement is intended to inure only to the benefit of Quest Diagnostics and Client.
- 12.8 Trademarks. Neither Party shall mention the other Party in any press release, FAQ or any other documentation made available to the public, nor refer to the other Party directly by name in oral communications without the prior written consent of the other Party. Neither Party shall use the trademark, tradename, nor service mark of the other Party for any purpose without the prior written consent of the other Party. Notwithstanding, each Party authorizes the use of its name and/or logo in a requisition as is necessary for the provision of the Services pursuant to this Agreement.
13. **LIMITATION OF LIABILITY.** In no event shall either party or its respective officers, directors, employees, agents or affiliates be liable for any special, exemplary, incidental, consequential or punitive damages, whether in contract, warranty, tort, strict liability or otherwise. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy and shall survive termination of

this Agreement. The parties agree that Quest Diagnostics' liability arising from or related to the provision of Services hereunder shall be limited to the actual amounts paid to Quest Diagnostics pursuant to this Agreement in the twelve (12) months preceding the applicable claim.

14. **FORCE MAJEURE.** No Party to this Agreement shall be liable for failure to perform any duty or obligation that such Party may have under this Agreement where such failure has been caused by any event, foreseen or unforeseen, outside the reasonable control of the Party who had the duty to perform and that renders performance impossible or impracticable, including but not limited to: acts of God; acts of government; natural disasters such as floods, earthquakes and severe weather events such as hurricanes; international or national hostilities, including acts of war (declared or undeclared), insurrection, terrorism, mass casualty events or other intentional violent actions; public health emergencies, including pandemic; fire; power failure; cyberattack or ransomware attack; strike; lockout; riot; civil unrest, inevitable accident, inability to procure labor or materials; or any other event, like or unlike those listed above (collectively, "Force Majeure Event") not within reasonable control of the Party, but only to the extent prevented by the Force Majeure Event. No such failure or delay shall excuse in any way the obligation of Client to make all payments to Quest Diagnostics provided for by this Agreement.
15. **SIGNATURE AUTHORITY.** The individuals signing this Agreement represent that they have the authority to sign this Agreement on behalf of the respective Parties.

IN WITNESS WHEREOF, the Parties indicate their acceptance of the terms of this Agreement by having their authorized representatives sign below.

Quest Diagnostics LLC

De Pere Health Department

By: _____

By: _____

Print Name: Vivek Bhatt

Print Name: _____

Title: Regional President - Great Midwest Region

Title: _____

Date: _____

Date: _____

APPENDIX A
THIRD PARTY BILLING TERMS

Appendix A shall only apply if conditions outlined in the Compensation/Billing Section have been met.

1. For purposes of this Agreement, including this Appendix A, each of the following is a “third party payor”:
 - 1.1 Medicare, Medicaid and commercial payors. For each test order submitted by Client for Services to be performed by Quest Diagnostics, Client shall be responsible for informing Quest Diagnostics as to the status of the patient as an inpatient, outpatient or non-patient (“inpatient, outpatient and non-patient” have the definition as set forth in the applicable Medicare regulations) on each requisition. Client agrees to have a sufficient process in place to identify Medicare patients who fall under Medicare’s “72-Hour” rule, and to notify Quest Diagnostics of these patients so as to not cause Quest Diagnostics to bill the Medicare program for work referred to Quest Diagnostics by Client. Client agrees to hold Quest Diagnostics harmless in the event of any action related to any claims submitted by Quest Diagnostics to third party payor.
2. Quest Diagnostics shall only bill a third-party payor in the following situations:
 - 2.1 **For Clinical Laboratory Services:**
 - i. **Medicare** - Non-patients Only
 - ii. **Medicaid** - Outpatients and Non-patients (only where permitted or required by state law e.g. Direct Medicaid Bill states.)
 - iii. **Commercial Payer** - Outpatients and Non-patients Only
 - 2.2 **For Anatomic Pathology Technical Component Services:**
 - i. **Medicare** - Non-patients Only
 - ii. **Medicaid** – Inpatients, Outpatients and Non-patients - only where permitted or required by state law
 - iii. **Commercial Payer** - Inpatients, Outpatients and Non-patients - (except set forth in Section 3 below)
 - 2.3 **For Anatomic Pathology Professional Component Services:**
 - i. **Medicare** - Inpatients, Outpatients and Non-patients
 - ii. **Medicaid** – Inpatients, Outpatients and Non-patients
 - iii. **Commercial Payer** - Inpatients, Outpatients and Non-patients
 - 2.4 In all other situations not noted in this Appendix A, Quest Diagnostics must bill the Client directly for clinical laboratory and anatomic pathology services.
3. Client will not request that Quest Diagnostics bill directly any third-party payor for services that Client is responsible for billing or is otherwise paid as part of its arrangement with the third-party payor, e.g., hospital capitated or bundled rate arrangements that include the technical component of anatomic pathology. If the Client submits a test order to Quest Diagnostics for the technical component only of an anatomic pathology service each such referral shall constitute a representation that Client does not receive any remuneration from such payor for the technical component.
4. Quest Diagnostics will not bill third party payors for testing it does not perform under the Agreement (for example tests that are referenced to another laboratory, including without limitation a Quest Diagnostics center of excellence not specifically included as a provider under the Agreement). Charges for such testing shall be direct client billed only.

ATTACHMENT 1
FEES

Client shall be billed in accordance with the Client List Fee Schedule and the below special quotes.

Test Code	Test Name	Fee
0037737	T-SPOT(R) TB	\$54.98



City of De Pere, Wisconsin

3.B

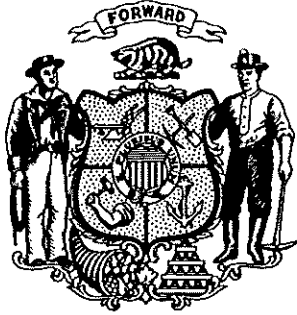
Request for Finance/Personnel Committee Action

Meeting Date: April 14, 2026
Department: City Attorney
From:
Subject: For Consideration and Possible Action on Increasing Municipal Court Citation Costs.*
Recommendation: Motion to Approve.

Under 2025 Wisconsin Act 113, the maximum amount that a municipal court may collect as a municipal court fee increased from \$38.00 to \$48.00. Per paragraph (e) of the attached Resolution No. 20-04, the Council established \$38.00 as the applicable court cost for municipal court citations. Law Department recommends approving the higher maximum allowable municipal court citation fee in accordance with 2025 Wisconsin Act 113.

Attachments:
25 WI Act 113, 20-04

State of Wisconsin



2025 Assembly Bill 443

Date of enactment: March 20, 2026
Date of publication*: March 21, 2026

2025 WISCONSIN ACT 113

AN ACT to amend 814.65 (1) of the statutes; relating to: increasing the maximum fee for court costs collectible in a municipal court action.

The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:

SECTION 1. 814.65 (1) of the statutes is amended to read:

814.65 (1) COURT COSTS. In a municipal court action, except for a financial responsibility violation under s. 344.62 (2) or for a violation of an ordinance in conformity with s. 343.51 (1m) (b) or 347.48 (2m), the mu-

nicipal judge court shall collect a fee of not less than \$15 nor more than ~~\$38~~ \$48 on each separate matter, whether it is on default of appearance, a plea of guilty or no contest, on issuance of a warrant or summons, or the action is tried as a contested matter. Of each fee received by the judge court under this subsection, the municipal treasurer shall pay monthly \$5 to the secretary of administration for deposit in the general fund and shall retain the balance for the use of the municipality.

* Section 991.11, WISCONSIN STATUTES: Effective date of acts. "Every act and every portion of an act enacted by the legislature over the governor's partial veto which does not expressly prescribe the time when it takes effect shall take effect on the day after its date of publication."

RESOLUTION #20-04

ESTABLISHING NEW MUNICIPAL COURT BOND SCHEDULE

WHEREAS, City ordinance allows for adoption of a cash deposit bond schedule for Municipal Court forfeitures to be imposed by the De Pere Municipal Court; and

WHEREAS, Resolution #00-49 established a schedule for cash deposits for the Joint Municipal Court created between the City of De Pere and the Town of Ledgeview, which was last reviewed and updated by Resolution #14-138; and

WHEREAS, the City of De Pere has undertaken the task of reviewing and revising its cash deposit schedule for the Joint Municipal Court to incorporate ordinance changes, correct errors and provide general organization for ease of reference.

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT:

The schedule of cash deposits established by the judge of the Joint Municipal Court, as set forth in Exhibit A attached hereto and incorporated herein by reference, is hereby adopted.

BE IT FURTHER RESOLVED THAT:

Cash deposits shall be payable to Municipal Court and may be accepted by the Court or by the De Pere Police Department. A receipt shall be given for all cash deposits.

BE IT FURTHER RESOLVED THAT:

- (a) The cash deposits shall have added thereto all court costs, penalties, and jail assessments applicable under the Wisconsin Statutes or by ordinance.
- (b) The cash deposits for second and subsequent offenses represent an average bond schedule subject to adjustment as provided herein. In all such charges, the cash deposit shall be not less than the indicated amount and not more than \$2,000.00. Such exact amount of the cash deposit shall be determined considering the following factors:
 - 1. Severity of defendant's conduct.
 - 2. Amount of time spent by the police officer in solving the problem.
 - 3. Amount of any damage done to property.
 - 4. Amount of injury to the officer or other person.

5. Degree to danger Defendant's conduct put officer or other persons or property in.
 6. Degree to disturbance caused by such conduct.
- (c) The municipal judge may include such amounts as restitution for victims as allowed by law.
- (d) The Municipal Judge shall collect all forfeitures and taxable costs in any action or proceeding and shall cause such moneys to be paid to the City Clerk not later than two weeks succeeding the receipt thereof or shall account for moneys collected and paid to other governmental agencies as required by law.
- (e) Municipal Court costs are \$38.00, and the Municipal Judge shall include said amount as and for taxable costs to be collected.

BE IT FURTHER RESOLVED THAT:

The following provisions shall apply for violations of an ordinance:

- (a) All actions before the Municipal Court for alleged violation of provisions of this Code shall be forfeiture actions. Upon failure to pay any forfeiture duly imposed, after affording a reasonable time to pay such forfeiture considering the amount thereof and ability of the defendant to pay, the Court may impose imprisonment of not more than ninety (90) days for each violation, may suspend the defendant's motor vehicle driving privileges for up to five (5) years or until paid, or may fashion any other appropriate remedy applicable to forfeiture actions in this state.
- (b) The forfeiture for violation of any provision of this Code shall be not less than One Dollar (\$1.00) nor more than Two Thousand Dollars (\$2,000.00).

BE IT FURTHER RESOLVED THAT:

The Court's authority to impose alternative juvenile dispositions and sanctions is as follows:

- (a) For a juvenile adjudged to have violated any ordinance, the Municipal Court is authorized to impose any of the dispositions listed in Section 938.343 and 938.344, Wis. Stats., in accordance with the provisions of those statutes.
- (b) For a juvenile adjudged to have violated an ordinance who violates a condition of a dispositional order of the Municipal Court under Sections 938.343 and 938.344, Wis. Stats., the Municipal Court is authorized to impose any of the sanctions listed in Section 938.355(6)(d), Wis. Stats., in accordance with the provisions of those statutes.

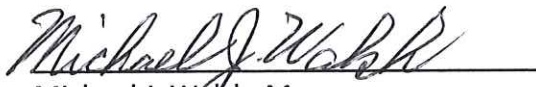
(c) This section is enacted under the authority of Section 938.17(2)(cm), Wis. Stats.

BE IT FURTHER RESOLVED THAT:

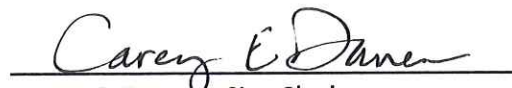
Such fees established under this resolution shall become effective on January 8, 2020.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 7th day of
January, 2020.

APPROVED:


Michael J. Walsh, Mayor

ATTEST:


Carey E. Danen, City Clerk

Ayes: 7

Nays: 0

Municipal Court Bond Schedule

	First Offense	Second Offense	Subsequent Offenses
7.125.07(4)(b) Underage Possession/Consumption of Intoxicant	\$250.00	\$350.00	\$500.00
(Age 17-20)	\$100.00	\$200.00	\$350.00
(Age Under 17)	\$50.00	\$75.00	\$150.00
7.125.07(1)(a) Procure/sell/furnish to underage	\$250.00	\$350.00	\$500.00
7.125.07(3)(a) Presence in place of sale	\$150.00	\$250.00	\$400.00
7.125.07(4)(a) Underage Persons	\$200.00	\$300.00	\$500.00
7.125.085(3)(a) Provide ID to underage - Juv & Adults	\$200.00	\$300.00	\$500.00
7.125.085(3)(b) Underage false ID - Juv & Adults	\$200.00	\$350.00	\$500.00
7.125.09(2)(b) Possession of alcohol on school grounds	\$200.00	\$350.00	\$500.00
7.125.32(2) Licensed operator to be on premises	\$200.00	\$350.00	\$500.00
7.125.32(3)(a) Open after hours	\$150.00	\$200.00	\$500.00
7.125.68 Liquor Licenses: General Restrictions and Requirements	\$350.00	\$450.00	
7-9 Open Intoxicants on Street	\$100.00	\$150.00	\$200.00
7-10 Sale to intoxicated person 125.07(2)(a)	\$150.00	\$250.00	\$400.00
7 Liquor (all others)	\$200.00	\$300.00	\$400.00
8.167.10 Fireworks Regulated	\$150.00	\$200.00	\$250.00
8.167.31 Safe use & transport of firearms and bows (Wis. Stats. §167.31)	\$300.00	\$400.00	
8.254.92 Juvenile Possession of Tobacco	\$75.00	\$100.00	\$125.00
8.940.19(1) Battery	\$350.00	\$450.00	\$550.00
8.941.13 False Alarms	\$150.00	\$200.00	\$300.00
8.941.20 Endangering Safety by Use of Dangerous Weapons	\$300.00	\$350.00	\$550.00
8.941.235 Carrying a firearm into a public building (Wis. Stats. §941.235)	\$400.00	\$500.00	
8.941.237 Carrying a handgun where alcohol beverages may be sold/consumed (Wis. Stats. §941.237)	\$400.00	\$500.00	
8.941.26 Machine guns & other weapons (Wis. Stats. §941.26)	\$400.00	\$500.00	
8.941.28 Possession of short-barreled shotgun/rifle (Wis. Stats. §941.28)	\$400.00	\$500.00	
8.941.29 Possession of firearms (Wis. Stats. §941.29)	\$300.00	\$400.00	
8.941.37 Obstructing Emergency Personnel	\$300.00	\$350.00	\$550.00
8.943.01(1) Criminal Damage to Property	\$300.00	\$350.00	\$550.00
8.943.13 Trespass to Land	\$200.00	\$300.00	\$400.00
8.943.14 Criminal Trespass to Dwelling	\$300.00	\$450.00	\$600.00
8.943.15 Entry onto Construction Site	\$250.00	\$400.00	\$550.00
8.943.20 Theft	\$300.00	\$400.00	\$500.00
8.943.21 Fraud on Hotel/Restaurant	\$300.00	\$400.00	\$500.00
8.943.225 Refusal to Pay for Motor Bus Ride	\$150.00	\$200.00	\$250.00
8.943.34 Receiving Stolen Property	\$300.00	\$400.00	\$500.00
8.943.37 Alteration of Property Identification	\$250.00	\$350.00	\$450.00
8.943.38 Forgery (Wis. Stats. §943.38)	\$300.00	\$400.00	\$500.00
8.943.41 Financial transaction card crimes (Wis. Stats. §943.41)	\$300.00	\$400.00	\$500.00
8.943.45 Obtaining Telecommunications Service by Fraud**	\$300.00	\$400.00	\$500.00
8.943.46 Theft of Cable TV Service	\$300.00	\$400.00	\$500.00
8.943.47 Theft of Satellite Cable Programming	\$300.00	\$400.00	\$500.00
8.943.50 Retail Theft	\$300.00	\$400.00	\$500.00
8.943.55 Removal of Shopping Cart	\$100.00	\$200.00	\$300.00
8.943.61 Theft of Library Material	\$250.00	\$400.00	\$550.00
8.943.70 Computer Crimes	\$250.00	\$350.00	\$450.00
8.943.82 Fraud against a financial institution (Wis. Stats. §943.82)	\$300.00	\$400.00	\$500.00

Municipal Court Bond Schedule

8.943.201 Unauthorized use of personal identifying information (Wis. Stats. §943.201)	\$300.00	\$400.00	\$500.00
8.944.15 Public Fornication	\$300.00	\$400.00	\$500.00
8.944.17 Sexual Gratification	\$300.00	\$400.00	\$500.00
8.944.20 Lewd & Lascivious Behavior	\$250.00	\$350.00	\$450.00
8.945.02 Gambling	\$150.00	\$250.00	\$400.00
8.946.41 Resisting/Obstructing Officer	\$400.00	\$500.00	\$600.00
8.946.42 Escape	\$350.00	\$450.00	\$550.00
8.947.01 Disorderly Conduct	\$250.00	\$350.00	\$450.00
8.947.012 Unlawful Use of Telephone	\$250.00	\$350.00	\$450.00
8.947.0125 Unlawful Use of Computerized Communications Systems (Wis. Stats. §947.0125)	\$200.00	\$300.00	\$350.00
8.947.013 Harassment	\$250.00	\$350.00	\$450.00
8.947.04 Drinking in Common Carriers	\$200.00	\$300.00	\$400.00
8.947.06 Unlawful Assemblies	\$150.00	\$250.00	\$400.00
8.948.51 Hazing	\$250.00	\$350.00	\$450.00
8.948.605 Gun free school zone (Wis. Stats. §948.605)	\$400.00	\$500.00	
8.951.01-8.951.18 Crimes Against Animals	\$250.00	\$400.00	\$550.00
8.961.41(3g) Possession of Marijuana	\$300.00	\$400.00	\$550.00
8.961.573(1)&(2) Possession of Paraphernalia	\$300.00	\$400.00	\$550.00
8-3 Smoking Regulations - Smokers (Wis. Stats. §101.123)	\$150.00	\$250.00	\$250.00*
8-3 Smoking Regulations - Person In Charge (Wis. Stats. §101.123)	\$100.00	\$100.00	\$100.00*
8-10 Possession of Synthetic Cannabinoid or Salvia	\$300.00	\$400.00	\$550.00
8-16 Urinating & Other Conduct in Public	\$250.00	\$350.00	\$450.00
8-18 Loitering – streets & sidewalks	\$150.00	\$200.00	\$250.00
8-18 Loitering – Business	\$150.00	\$200.00	\$250.00
8-18.3 Sex Offender Residency Restrictions	\$250.00	\$350.00	\$450.00
8-20(b)(1) Truancy	\$50.00	\$100.00	Up to \$500.00 per semester*
8-20(b)(2) Habitual Truancy	\$150.00	\$250.00	\$350.00
8-20(c) Contributing to Truancy	\$250.00	\$350.00	\$550.00
8-26 Sexting by Minors Prohibited	\$100.00	\$150.00	\$200.00
8 All other offenses against public peace, safety, and morals	\$200.00	\$250.00	\$400.00
14 Zoning	\$200.00	\$350.00	\$550.00
22 Streets, Alleys, Sidewalks	\$150.00	\$300.00	\$450.00
26 Water & Sewer Service	\$150.00	\$300.00	\$450.00
27 Stormwater Management	\$150.00	\$300.00	\$450.00
30 Parks & Recreation	\$150.00	\$300.00	\$450.00
30-4(d) Operation of Boat Near Dam	\$200.00	\$400.00	\$500.00
42 Erosion Control Construction Site	\$250.00	\$450.00	\$550.00
46 Subdivisions	\$200.00	\$350.00	\$550.00
54 Building Code	\$200.00	\$350.00	\$550.00
58 Fire Prevention	\$200.00	\$350.00	\$550.00
62 Electrical Code	\$200.00	\$350.00	\$550.00
66 Plumbing Code	\$200.00	\$350.00	\$550.00
74 Public Health	\$200.00	\$300.00	\$450.00
78 Nuisances	\$250.00	\$450.00	\$750.00
78-8 Graffiti	\$300.00	\$400.00	\$500.00
82 Garbage & Refuse	\$150.00	\$250.00	\$400.00
86-2 Dog & Cat Quarantine	\$200.00	\$300.00	\$450.00

Municipal Court Bond Schedule

86 Dogs	\$100.00	\$200.00	\$300.00
90 Mobile Home Parks	\$150.00	\$250.00	\$400.00
94 Housing Code	\$200.00	\$300.00	\$450.00
98 Regulation of Signs	\$150.00	\$250.00	\$400.00
106 Licenses & Permits	\$200.00	\$300.00	\$450.00
110 Business Regulations	\$200.00	\$300.00	\$450.00
110-8 Pawnbroker, Secondhand Article Dealers and Secondhand Jewelry Dealers	\$250.00	\$350.00	\$450.00
114 Peddlers	\$250.00	\$400.00	\$500.00
118 Taxicabs	\$200.00	\$300.00	\$450.00
126 Burglar, Holdup & Fire Alarm	\$100.00	\$150.00	\$200.00
130 Bicycles	\$50.00	\$100.00	\$150.00
146 Noise Ordinance	\$200.00	\$250.00	\$400.00
150-1(a) Operating motor vehicle while revoked (non-OWI related) [Wis. Stats. §343.44(1)(B)]	\$250.00	\$300.00	\$350.00 (3rd)/\$400 (4th)
150-4(a) Disorderly conduct w/ motor vehicle	\$200.00	\$250.00	\$400.00
150-8 Railroad Regulations	\$300.00	\$300.00	\$350.00
150 All Other Traffic Regulations(other than uniform traffic or parking regulations)	\$75.00	\$150.00	\$250.00

*Note: State law restricts the forfeiture amounts for these violations.



City of De Pere, Wisconsin

3.C

Request for Finance/Personnel Committee **Action**

Meeting Date:	April 14, 2026
Department:	Administration
From:	Andrew Pantzlaff, Communications & Marketing Manager
Subject:	For Consideration and Possible Action to approve the selection of Govstack for Website Provider Services with the funding of \$15,204 coming from unassigned reserves.*
Recommendation:	Motion to approve.

Attachments:

Memo - GovStack Website - Final for Agenda, Govstack Quote - City of De Pere - Mar 19

CITY OF DE PERE MEMO



To: James Boyd, Mayor
City of De Pere Finance/Personnel Committee Members
From: Andrew Pantzlaff, Communications & Marketing Manager
Date: April 9, 2026

RE: Consideration and Possible Action to enter into a contract for website vendor with GovStack.

Background

Due to the upcoming discontinuation of our current website provider, EGOV, which the City was informed of on January 5, 2026, we will need to transition to a new platform. While this is an unplanned project for our staff, it creates a rare opportunity to modernize and overhaul one of the City's most important public-facing services. Our website serves as one of our primary access points for residents, businesses, and visitors to find information, use services, and connect with the City.

Staff from Communications and IT conducted a thorough vendor review process, evaluating multiple options through demos, pricing comparisons, and internal discussions with department leaders to identify key needs and eliminate unnecessary costs. In the end, three primary vendors were considered: GovStack, Revize, and CivicPlus.

VENDOR	YEAR 1/MIGRATION	YEAR 2-ONGOING	
GovStack	\$15,204	\$4,742	
Revize	\$16,750	\$3,000	
Civic Plus	\$39,961.75	\$9,385	

Overview

Based on our review, staff recommend GovStack as the best overall option. It provides a strong balance of cost-effectiveness and functionality, while offering the most intuitive interface for staff. This will allow more employees to update content without technical expertise, reducing bottlenecks and improving efficiency across departments.

GovStack's first-year cost would be \$15,204, which includes CMS implementation and our starter subscription. Year 2 and ongoing will be a cost of \$4,742 annually, which includes an ADA overlay. While

GovStack has a higher annual ongoing fee than Revize, we believe it provides the best solution for the City for the following reasons:

- **Cost-effective compared to alternatives.** In the current economic climate, a price increase was expected transitioning to a new vendor. However, GovStack remains significantly less expensive—sometimes half the cost—of several higher-end options.
- **Robust features.** GovStack offers some of the most comprehensive tools and capabilities among all vendors reviewed. This system makes it easy for staff to update the website without any technical background. We would obtain a broader range of staff permissions, and an enhanced ability to edit pages, organize menus, post news and alerts, and organize content.
- **Major efficiency improvements.** Admittedly, one of the pain points of our current vendor we've used for many years, is that it had an often challenging, limiting interface for staff, with cumbersome workarounds for simple steps. GovStack, by far, had the most intuitive interface we explored while looking to rectify this issue. Their offerings will open up possibilities where a wider range of staff can update and manage content directly, reducing bottlenecks, interdepartmental delays, and reliance on a small number of staff for routine updates. By removing workflow barriers and making processes considerably easier, staff will be able to recover lost time spent on minor website updates and turn that attention to other projects and tasks. This recovered time makes the annual fee more than worth it compared to Revize.
- **Improved resident user experience.** GovStack provides long-desired functionality that will help consolidate and streamline access to important City services and frequently requested information. It reduces clutter and bloat that were unavoidable in our current platform. Staff will also have greater flexibility to create content, rearrange modules, and customize department pages based on their unique services and programs. These improvements should significantly enhance the web experience for residents and businesses, supported by better navigation and improved search functionality.
- **Strong design and aesthetics.** GovStack's visual quality was among the most impressive reviewed, supporting De Pere's goal of maintaining a high standard of digital presentation and remaining a regional leader in online communication.
- **Meaningful ADA and accessibility improvements.** GovStack provides tools and training that help staff better serve residents with visual impairments, cognitive disabilities, and other accessibility needs. Our package includes an ADA website overlay tool—something we have not offered before—which gives residents more control over how they access and view content. On the staff side, GovStack's built-in accessibility scanner highlights and explains issues directly as editors create or update pages, helping us achieve better ADA compliance during content creation. Staff will also have access to virtual training, scheduled webinars, and other resources to provide a broad roster of City staff members the knowledge and support needed to improve our accessibility over time.

- **Significant time savings through content migration.** GovStack's migration bot will allow a substantial portion of our existing content to be moved into the new system quickly. This is especially valuable given the unplanned nature of this major website overhaul and will save staff considerable time during the transition.

Staff Recommendation

Staff recommends moving forward with GovStack as the City of De Pere website provider. If the Finance and Personnel Committee recommends approval, the appropriate documents will be prepared and brought to Council for review.

Funding to cover the first-year fees, \$15,204, are requested from unassigned reserves. Future year costs will be included in the budget.

Part 4

PRODUCTS & SERVICES

Products & Services

	Name	Billing Frequency	Quantity	Unit Price	Total
1	Govstack CMS Starter - Implementation	One-Time	1	\$10,962.35	\$10,962.35
2	Govstack CMS Starter - Subscription	Annually	1	\$4,241.26 / year	\$4,241.26 / year
		Annual subtotal			\$4,241.26
		One-time subtotal			\$10,962.35
				Total	\$15,203.61

Customer: City of De Pere, Wisconsin

Contact: Amy Darnick, Administrative Assistant, adarnick@deperewi.gov, +19203394042 ext 1262

Address: 335 South Broadway , De Pere Wisconsin, United States 54115

License Term: 36 months

Payment Terms: Net 30 days, USD*Applicable taxes and annual increase the greater of 5% and Inflationary Index not included

Quote Expiry Date: April 30, 2026

Additional Terms:

Option 2: Spread One-time Implementation over 5 years

- One-time Fee: N/A
- Annual Fee (Years 1-5): \$6,433.73
- Annual Fee (Years 6+): \$4,241.26

Option 3: Can't Purchase Through GSA

- One-time Fee: \$13,190
- Annual Fee: \$4,697
- Year 1 Total: \$17,887
- Year 2 onward: \$4,697

Option 4: Can't Purchase Through GSA, Spread Implementation Fee

- One-time Fee: N/A
- Annual Fee (Years 1-5): \$7,335
- Annual Fee (Years 6+): \$4,697

*****If you purchase through GSA we can provide up to 200 pages of content migration.**

Questions? Contact me



Isaac Walker

Account Executive

isaac.walker@ghd.com

+15193403822

Statement of Work

1. Govstack Starter Plan (CMS + Events)

- o Implementation:

This service provides the implementation of a new Govstack website with Content Management System (CMS) and Events functionality, based on the selected theme's default layout.

Scope:

Installation and Configuration: Installation and basic configuration of a new Govstack website utilizing the default layout of the client's chosen theme.

Local Identity Management: Configuration of Govstack's local identity management system for user accounts, providing single sign-on access to all Govstack applications. (Note: Azure AD integration for SSO is available as a separate AddOn.)

Delivery Coordination: Includes a kickoff meeting, a post-training meeting, and a closeout meeting to facilitate communication and project management.

Sample Sitemap and Navigation Tips: Provision of a sample sitemap from a similar organization and a tip sheet outlining best practices for site navigation.

Pre-recorded Training Video: Access to a pre-recorded "Writing for the Web" training video.

Training Webinars: Unlimited registration for regularly scheduled Govstack training webinars for users within the client's organization domain.

Knowledge Base Access: Access to the Govstack online Knowledge Base, containing product documentation and resources.

Go Live Activities: Support for go-live activities, with the website launch scheduled within four (4) months of the project kickoff meeting.

Exclusions:

Custom design or layout modifications beyond the selected theme's default.

Content creation or migration for the website.

Integration with third-party systems (except for optional Azure AD SSO).

On-site training or support (all training is virtual or via the Learning Centre).

Customization of the training webinars.

Go-live activities occurring beyond four (4) months of the kickoff meeting.

Deliverables:

A new Govstack website with CMS and Events functionality, based on the selected theme's default layout.

Configured local identity management system.

Sample sitemap and site navigation tip sheet.

Access to the pre-recorded "Writing for the Web" training video.

Access to regularly scheduled Govstack training webinars.

Access to the Govstack online Learning Centre.

Support for go-live activities within the specified timeframe.

Assumptions:

The client will select a website theme from the available Govstack options.

The client will provide necessary information for website setup and configuration.

The client will manage their own content creation and migration.

The client will utilize the provided training resources.

The client will be ready for go-live within four months of the kickoff meeting.

Note: This implementation plan provides a foundational Govstack website with CMS and Events capabilities, leveraging a theme-based approach and offering comprehensive training resources to get you started.

2. Govstack Starter Platform:

- Use of GHD Govstack SSO for user accounts, enabling single identity access to all Govstack applications. (Azure AD integration for Single Sign-On (SSO) is available as an add-on service.)
- Maximum of 20 MAU (Monthly Active Users)
- 50GB of storage (shared across all applications)
 - Restrictions may apply to compatible add-ons with this subscription tier.

CMS:

- Website Theme
- Content Management
- Site Builder
- Google Search (3rd party fees apply)
- News & Subscriptions

Events:

- 2 Calendars
- Available Views: Events, Council, and Tourism
- Public Submission with approvals
- Event email notifications

Govstack Enterprise Hosting:

- Govstack is hosted in Microsoft Azure with Geographic Zones
- Azure SQL Database
- Disaster Recovery
- High Availability Infrastructure
- Resource scaling
- Microsoft Defender for Cloud
- Traffic Management and DDoS Protection with Azure Front Door
- GHD issued SSL/TLS certificates Included through Azure Managed Certificates
- All products use GHD managed certificates with 256-bit encryption. GHD does not support customer issued certificates.
- Hosting Infrastructure Certifications: ISO 27001 and PCI-DSS

Basic Support Includes:

- Up to two (2) authorized support contacts.
- Access to Knowledge Base online and ticket portal: <https://support.govstack.com/>
- 24/7 Emergency Phone Support for Priority 1 Incidents after hours

Upgrade to Premium Support for: 6 support contacts, live phone support, priority incident escalation and resolution, dedicated Account Manager & more.



City of De Pere, Wisconsin

3.D

Request for Finance/Personnel Committee Action

Meeting Date: April 14, 2026
Department: Finance
From: Pamela Manley, Finance Director
Subject: For Consideration and Possible Action to approve the Chase Paymentech Merchant application and agreement.*
Recommendation: Motion to approve.

The Parks Department is in the process of replacing the payment machine at the Perkofski boat launch. This has been a budgeted replacement and has taken some time to find the correct fit. The vendor they have been working with, VenTek, has recently received new stock of EMV devices which allows for “mobile wallet” tap payments. With this new technology we are required to get a special EMV merchant account. On the recommendation of VenTek we have reached out to their preferred processor, Chase Paymentech. Attached in the packet is a copy of the Chase agreement that we need to approve to proceed with this purchase.

Below is information that was provided to me from the Chase representative:

Our processing fees for Visa, MC, Discover and AMEX are 2.6% plus \$.10 cents per swiped transaction and 3.5% plus \$.10 cents per keyed transaction, with a monthly service fee of \$9.95.

- **No Contract**
- **No Annual Fees**
- **No PCI Compliance Fees or Surveys**

My recommendation is to approve the agreement as presented pending legal review.

Please feel free to contact any of us prior to the meeting with any questions.

Attachments:

Complete_with_Docusign_NAP_Standard_Merchant



Merchant Application and Agreement

Please print clearly.

If you make any corrections to your information in the Application, you MUST initial each change.

THIS SECTION IS FOR INTERNAL USE ONLY		REV. 2025-JUN
Application ID:	Sales Rep: LOURDES RUDD	
ECID:	Rep Phone: 4694620770	

- What is this form?**

A Customer (you, your) can use this form to apply to establish a merchant account to receive services from Paymentech, LLC and JPMorgan Chase Bank, N.A. ("us", "we", or "our").
- How do you complete the form?**

Complete all 5 parts, then print and sign the final version. Keep a copy for your records.

 - The Customer section verifies your identity, which is necessary to comply with our policies designed to prevent money laundering and the funding of terrorism. Federal law requires us to obtain, verify and record certain information that identifies each person who opens an account with us.
 - The Business Profile section provides information about how you do business.
 - The Ownership section identifies the type of ownership for your business.
 - The Funding and Payments section provides information related to your accounts for deposit/debit/payment purposes.
 - The Certification section confirms that the Authorized Representative(s) has read and agreed to this document.

If any of the information provided in this Merchant Application changes, you must promptly notify Merchant Services of such change(s)

If you make any corrections to your information in the Application, you MUST initial each change.



Part 1: Customer

Complete all fields below.

1.1 "Doing Business As" (DBA) Information

Merchant DBA Name	City of De Pere		
Receipt & Cardholder Statement Name (24 character limit)	City of De Pere		
Does the legal entity have any additional DBA names?	☒ No ☐ Yes → Complete DBA Addendum		
Address (No PO Box or Paid Mail Box)	335 S. Broadway		
City	De Pere	State	WI ZIP Code 54115
Business Start Date	03/31/1883	Business Phone	9203394050 Fax
Primary Contact Name	Pamela R. Manley		
Merchant DBA Email Address	pmanley@deperewi.gov		

1.2 Legal Information

Merchant Legal Name	City of De Pere		
State of Formation	WI	Date of Incorporation	03/31/1883 Federal Tax ID/EIN 396005431
Business Type	☐ Individual / Sole Proprietor ☐ Private Corporation ☐ Limited Liability Company ☐ Partnership ☐ Not-for-Profit ☐ Public Corporation – Stock Exchange Ticker Symbol ☒ Government Agency – Website URL: www.deperewi.gov		
Are you tax exempt under Internal Revenue Code Section 501(c)(3)?	☒ No ☐ Yes		
Business Description (Primary source of revenue for legal entity)	boat launch		
Do you permit or have you issued Bearer Shares?	☒ No ☐ Yes		

Complete the section below only if different from DBA Information in section 1.1

Address (No PO Box or Paid Mail Box)			
City		Business Phone	
State		ZIP Code	Fax
Legal Email Address			

1.3 Taxpayer Information

Taxpayer Name (as shown on Merchant's income tax return)	City of De Pere	Taxpayer Identification Number	396005431
Business Name / Disregarded entity name (if different from above)			
Federal tax classification	☐ Individual / Sole Proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Limited Liability Company ↳ If selected: Enter the tax classification (C=C Corporation, S=S Corporation, P= Partnership) ☐ Partnership ☐ Trust/Estate ☒ Other GOVERNMENT ENTITY		
Exemptions (if any)		Exempt payee code	
		Exemption from FATCA reporting code	
Address (No PO Box or Paid Mail Box)	335 S. Broadway		
City	De Pere	State	WI Zip Code 54115
Requester's name and address:	Paymentech, LLC 8181 Communications Pkwy, Plano, Texas 75024		

If you make any corrections to your information in the Application, you MUST initial each change.

Part 2: Business Profile

Complete all fields below.

2.1 Business Profile

Describe in exact detail the products sold or services rendered to cardholders.

boat launch

Where does your business operate?

☐ Factory ☐ Home ☐ Office ☒ Storefront / Retail Location ☐ Warehouse

Are you planning to, or do you currently (i) operate or conduct business in; (ii) sell goods in or to; (iii) offer services in or to; (iv) have vendors or suppliers in; or (v) conduct business with entities domiciled or incorporated in, or with individuals domiciled in any of the following countries or regions which are subject to comprehensive or targeted sanctions: Cuba, Iran, North Korea, Syria, Russia, Venezuela, Belarus, or the Crimea, Donetsk People's Republic, or Luhansk People's Republic regions of Ukraine?

☒ No ☐ Yes

↳ If Yes (List countries or sanctioned parties)

What is your business industry type?

☒ Retail ☐ Restaurant ☐ Lodging ☐ Auto Rental ☐ Cash Advance

☐ Convenience Store/Gas ☐ Other:

☐ Internet (list website which you accept payments and provide a customer service email address):

↳ URL:

↳ Customer Service Email Address:

Is Payment taken in advance of the time the goods or services are received?

☐ Yes ☒ No

↳ If Yes, what percentage of total processing sales is payment taken in advance? %

↳ Provide breakdown of days in which payments taken in advance (total needs to be 100%)

1-7 days: % 8-14 Days: % 15-30 Days: % >30 Days: %

Is Billing re-occurring?

☐ Yes ☒ No

↳ If Yes, what percentage of total processing sales is billed on a re-occurring basis? %

↳ Provide breakdown of billing frequency (total needs to be 100%)

30 Days: % 60 Days: % 90 Days: % Annually: % Other: %

2.2 Reporting and Statements

An online account will be setup to view transaction history and monthly statements. Instructions to signup/enroll will be sent to your merchant DBA email address provided.

2.3 Chargeback and Retrieval Requests

Where do you want Chargeback and Retrieval Requests to be mailed?

☐ Legal address ☒ DBA address

2.4 Sales Information

What is the estimated annual breakdown (in %) of your annual Payment Card Transactions?

5 % Via mail or phone order

0 % Payments accepted on your website

90 % Card is swiped

5 % Card is present but keyed

100 % Total

Part 3: Ownership

If your business is PRIVATELY OWNED by one or more individuals (e.g. LLC, Partnership, or Private Corporation):

- Complete sections 3.1 and 3.2 for the owners with the greatest % of ownership
- Complete section 3.4 (a minimum of one controlling officer is required) and section 3.5
- All owners listed below must sign the Application and Agreement in Section 5

If your business is a SOLE PROPRIETORSHIP:

- Complete section 3.1 for the owner and section 3.5
- Section 3.4 is not required

If you make any corrections to your information in the Application, you MUST initial each change.

If your business is **PUBLICLY TRADED**:

- Complete sections 3.3, 3.4 (a minimum of one controlling officer is required), and section 3.5
- If publicly traded on the NYSE or NASDAQ, section 3.4 is not required

If your business is a **NOT-FOR-PROFIT**, or a **GOVERNMENT** entity:

- Complete section 3.3, 3.4, and section 3.5 only

If your business is owned by another Entity or **PARENT COMPANY**:

- Complete sections 3.1 and 3.2 for the owners with the greatest % of ownership
- Complete sections 3.3, 3.4 (a minimum of one controlling officer is required), and section 3.5
- If parent company is based outside of the U.S., provide the taxpayer identification number from their country of domicile.

If your business is owned by a **NON-U.S. INDIVIDUAL**:

- In lieu of a Social Security Number, non-U.S. persons may also provide a passport or a number and country of issuance of any other government-issued document evidencing nationality or residence and bearing or similar safeguard.
- A copy of the government-issued ID will be required for verification of Non-U.S. Individuals.

3.1 Owner #1

Name (Individual/Sole Proprietor or Entity or Parent Company)		Percent of Ownership	%
Street Address (Individual/Sole Proprietor use home address) (No PO Box or Paid Mail Box)			
City		State	ZIP Code
Country of Domicile		Phone	

As an Owner, I am ... (Select only one)

☐ Individual	Date of Birth ☐ Social Security Number (SSN) ☐ Non-U.S. Government Issued ID Number Type of ID (ex. Passport) Country of Issuance		
☐ Company	☐ U.S. EIN ☐ Non-U.S. Taxpayer Identification Number Is the Company Owner publicly traded? ☐ No ☐ Yes Stock Exchange Ticker Symbol		

3.2 Owner #2

Name (Individual/Sole Proprietor or Entity or Parent Company)		Percent of Ownership	%
Street Address (Individual/Sole Proprietor use home address) (No PO Box or Paid Mail Box)			
City		State	ZIP Code
Country of Domicile		Phone	

As an Owner, I am ... (Select only one)

☐ Individual	Date of Birth ☐ Social Security Number (SSN) ☐ Non-U.S. Government Issued ID Number Type of ID (ex. Passport) Country of Issuance		
☐ Company	☐ U.S. EIN ☐ Non-U.S. Taxpayer Identification Number Is the Company Owner publicly traded? ☐ No ☐ Yes Stock Exchange Ticker Symbol		

Name	Pamela R. Manley				
Street Address (Provide home address) (No PO Box or Paid Mail)	335 S Broadway				
City	De Pere				
State	WI	Zip Code	54115	Country of Domicile	USA

Which individual listed above also serves as a Controlling Officer? (Select only one)

☒ Not Applicable (Sole Proprietor, Publicly Traded, Existing CB/CIB Relationship)

☐ Owner #1 (Provide Controller Officer's Title below)

☐ Owner #2 (Provide Controller Officer's Title below)

☐ Authorized Representative (Provide Controller Officer's Title, DOB, and SSN below)

☐ Not listed Above (Provide all the information below)

Provide the title for the individual listed above that also serves as a Controlling Officer. (Select only one)

☐ Key Decision Maker (i.e. Senior Mgr.)	☐ Chief Executive Officer	☐ President
☐ Chief Financial Officer	☐ Chief Operations Officer	☐ Chairman
☐ Board of Director → Select one: ☐ Voting ☐ Non-voting		
☐ Other (specify):		

Provide the Date of Birth and SSN if it has not already been provided above for the Controlling Officer.	☐ Date of Birth ☐ Social Security Number (SSN)
	☐ Non-U.S. Government Issued ID Number

Type of ID (ex. Passport)

Country of Issuance

Name				
Street Address (Provide home address) (No PO Box or Paid Mail)				
City				
State		Zip Code		Country of Domicile

Do you have any additional Owners (not listed above) that have 25% or greater ownership, either directly or indirectly?

(If an entity/parent company is listed in section 3 above that has 25% or greater ownership of the applicant, identify any owners (individuals and/or entities) of the entity/parent company that ultimately have 25% or greater ownership in the applicant on the additional owner/officer addendum.)

Is there anyone not listed above who has authority to make financial decisions or control company policy on behalf of your business?

☒ No
☐ Yes
↳ Owner/Officer Addendum required
(Sales Representative will provide)

☒ No
☐ Yes
↳ Owner/Officer Addendum required
(Sales Representative will provide)



Part 4: Funding and Payments

Complete all fields below.

The Merchant must own the bank account provided below and it shall be used by Merchant solely for business purposes and shall not be used for consumer, personal, family or household purposes. In accordance with the terms of the Agreement, we may:

- deposit into this account amounts owed to Merchant by us, such as proceeds from your Merchant Transactions;
- debit this account for amounts Merchant owes us associated with its Merchant Services, such as fees for processing your Merchant Transactions, and the amount of all Refunds and Chargebacks.

If you make any corrections to your information in the Application, you MUST initial each change.

Name of Financial Institution

Designating this bank account for the purposes outlined above must not violate any of Merchant's organizational documents or any agreement to which the Merchant is a party.

Routing Number (always 9 digits) Account Number (number of digits will vary)

The image below shows where to find your Routing and Account Numbers. (Do not use the internal routing number that begins with a 5)



4.2 Payment and Processing Information

If you have previously accepted payment cards, please include your three (3) most recent monthly processing statements.

Please check all payment methods you wish to accept:

☒ Visa ☒ MasterCard ☒ Discover/JCB/UnionPay
☐ Voyager ☐ Wright Express ☐ PIN Debit

Estimated Annual Visa/MasterCard/Discover/American Express* Sales Volume

* American Express Volume should be included only if electing the OptBlue program in section 4.3

\$ 9000

Format as (\$12,345,678.)

Estimated Annual PIN Debit Sales Volume

\$

Format as (\$12,345,678.)

Estimated Average Ticket Amount (for all card types)

\$ 6

Format as (\$12,345,678.)

Highest Transaction Amount

\$

Format as (\$12,345,678.)

4.3 American Express® (check only one)

A ☒ **Accept American Express (OptBlue Program).** There is no need to contact American Express for an account. Choose this option if your American Express annual processing volume is \$1,000,000.00*** or less and you wish to accept American Express Payment Cards, Exhibit 1 of the Terms and Conditions regarding participation in the American Express OptBlue Program will govern your rights and obligations regarding acceptance of the American Express Payment Cards and the settlement of the related Transactions. If you do choose this option, Merchant understands that, by signing below, Merchant agrees to participate in the American Express OptBlue Program, **including consenting to the sharing of Merchant's data with American Express to allow American Express to directly communicate with Merchant as provided in Exhibit 1 of the Terms and Conditions.**

*Please include your expected annual American Express Volume in the Estimated Annual Sales Volume amounts in section 4.2.

**Your eligibility is subject to Merchant Segment approval and Franchise/Association Relationship review.

***This annual processing volume limit does not apply to the following Merchant Segments: charity, education, government, healthcare, insurance, online gambling, residential rent, or utilities.

B ☐ **Accept American Express.** (Corporate, Franchise, or large relationships with American Express) Choose this option if your American Express processing volume is greater than \$1,000,000.00 (or you are an ineligible Merchant Segment, Franchise or unauthorized to participate in OptBlue as determined by American Express), and you wish to accept American Express Payment Cards, Exhibit 1 of the Terms and Conditions regarding conveyed transactions will govern your rights and obligations regarding acceptance of the American Express Payment Cards and the settlement of the related Transactions. Please enter your American Express SE# here: . If you do not have an American Express SE#, please contact American Express directly using the number provided and then advise us once you have obtained the information. (1-855-TAKE-AXP or 1-855-825-3297)

*When selecting this option do not include your American Express Volume in the Estimated Annual Sales Volume amounts in section 4.2

C ☐ **Accept American Express (Not OptBlue)** Choose this option if the Merchant qualifies for, but does not desire to participate in the American Express OptBlue Program or does not consent to the sharing of Merchant's data with American Express to allow American Express to directly communicate with Merchant, but Merchant does wish to accept American Express Cards, Exhibit 1 of the Terms and Conditions regarding Conveyed Transactions will govern your rights and obligations regarding acceptance of the American Express Payment Cards and the settlement of the related Transactions.

Please enter your American Express SE# here: . If you do not have an American Express SE#, please contact American Express directly using the number provided and then advise us once you have obtained the information. (1-855-TAKE-AXP or 1-855-825-3297)

*When selecting this option do not include your American Express Volume in the Estimated Annual Sales Volume amounts in section 4.2

(Application continues on next page)

If you make any corrections to your information in the Application, you **MUST** initial each change.



Part 5: Certification

5.1 IRS Form W-9 Certification

Under penalty of perjury, I certify that:

1. The number shown on this form (Section 1.3) is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest in dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined in IRS Form w-9 instructions), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions: Have you been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return? IRS Form W-9 instructions are available upon request.

☒ No ☐ Yes

5.2 Certification

The first eight pages of this document are the Merchant's Application to establish a Merchant account with Paymentech, LLC ("Chase Paymentech") and JPMorgan Chase Bank, N.A. ("Member"). Once submitted, the Application belongs to Chase Paymentech and Member. Any application set up fee paid by Merchant is non-refundable. The Application is subject to approval by Chase Paymentech and Member. If the Application is approved, Chase Paymentech will establish one or more Merchant account(s). By signing below Merchant agrees that all Merchant accounts will be governed by the entire Agreement, which includes: the Application, the Terms and Conditions, Schedule A (pricing), and any amendments, supplements or modifications provided to you.

I, the undersigned, certify:

- that I am an owner, partner, officer or other authorized representative of the Merchant ("Authorized Representative"); and
- that I am duly authorized to enter into agreements on behalf of Merchant and to legally bind Merchant to such agreements.

Furthermore, if I have identified myself as an Owner of Merchant above, by signing below I authorize and instruct Chase Paymentech, Member or their designees to conduct the following in connection with establishing Merchant's account and maintaining the Agreement:

- obtain and use consumer credit reports (or other information derived therefrom on me from time to time; and
- investigate and verify personal credit and financial information about me or any other owner identified in this Application or the Agreement (including within any amendment, addenda or attachment thereto).

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding. (See Section 5.1 above).

5.2 Authorized Representative (s) – Signer's name must appear in Section 3

Signature		Signature	
Print Name	Pamela R. Manley	Print Name	
Title		Title	
Date		Date	

By submitting this Application, Merchant, through the undersigned Authorized Representative:

- represents and warrants that the person submitting this Application is duly authorized to enter into agreements on behalf of Merchant and to legally bind Merchant to such agreements;
- represents and warrants that all information contained within the Application as well as any information submitted in conjunction with the Application is true, complete, and not misleading;
- represents and warrants that it owns the bank account provided in Section 4 and the account is being maintained solely for business purposes and not for personal, family or household purposes;
- represents and warrants that it has received a complete copy of the Agreement, including the Terms and Conditions, and Schedule A and agrees to be legally bound by the Agreement;
- understands that any unilateral changes to the pre-printed text of any part of the Application may result in Chase Paymentech declining Merchant's Application or terminating the Agreement;
- agrees that Chase Paymentech, Member, or their designees, may:
 - investigate and verify the credit and financial information of Merchant; and
 - obtain credit reports on Merchant from time to time and use them in connection with establishing Merchant's account and maintaining the Agreement; and
- agrees that Member and Chase Paymentech may share credit, financial information about Merchant and Chase Paymentech.

If you make any corrections to your information in the Application, you MUST initial each change.

6. Individual Guarantor(s)

The person(s) acting as individual guarantor(s) must have an ownership interest in Merchant and must be listed in Section 3 of this Application.

- As an individual(s) who agrees to be personally responsible for Merchant’s account with Chase Paymentech (a “Guarantor”), I
- certify I have received and reviewed a complete copy of the Agreement, including the Application, Terms and Conditions, and Schedules
 - certify I have read the Agreement, including, without limitation, the “Personal Guaranty”
 - agree to be bound as a Guarantor of the Merchant’s obligations under the Agreement in accordance with the terms of the “Personal Guaranty”
 - certify that I have an ownership interest in Merchant
 - agree that Chase Paymentech, Member, or their designees, may investigate and verify the credit and financial information about me and may obtain consumer credit reports on me from time to time
 - agree that Chase Paymentech, Member, or their designees, may use such consumer credit reports in connection with establishing and maintaining the Merchant’s account and Agreement
 - agree that all business references, including financial institutions, may share my credit and financial information with Chase Paymentech

 Signature

Print Name

Title

Date

 Signature

Print Name

Title

Date

In Process



J.P.Morgan

TERMS AND CONDITIONS

Merchant Services Processing

In Process

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1 Scope, purpose and interpretation of these Terms and Conditions

1.1 Understanding these Terms and Conditions and Your Agreement

- a) These Terms and Conditions govern the Services and are effective on the date you sign your Application and are subject to our approval of you as a customer consistent with our credit underwriting policies and procedures.
- b) These Terms and Conditions and the other JPMC Documents form the Agreement and represent the entire understanding between the Parties and replace any previous relevant agreements for the Services.
- c) By using the Services you agree to all terms of the Agreement.
- d) The Agreement shall continue until it is terminated by you or us.
- e) You will use the Services for business purposes only and not for personal or consumer purposes.
- f) You agree that the Agreement governs any use of the Services that may have occurred before the Agreement became effective.
- g) You agree that in entering this Agreement you have not relied on statements or representations we have made.

1.2 Interpreting this Agreement

- a) Capitalized terms are defined throughout and at the end of this Agreement.
- b) If there is an inconsistency between this Agreement and any JPMC Document, the terms of this Agreement will prevail.
- c) In each JPMC Document:
 - section headings are for convenience only and do not affect its meaning
 - “include” or “including” means “including without limitation”
 - “can” and “may” have the same meaning and allow a Party to take, or not take, any action in its discretion
 - “will”, “shall” and “must” have the same meaning and require a Party to take, or not take an action
 - a reference to a document includes all changes, amendments, schedules, exhibits, and supplements to it, and
 - a word has the same meaning in both its singular and plural forms.
- d) If this Agreement permits us to make a decision, give consent or approve anything, it will be at our discretion, in good faith and conclusive.

1.3 Changes to the Agreement

- a) We can change this Agreement, including suspending or discontinuing any service, by giving you notice and any change is effective from the date indicated on our notice. We will try, but are not required, to give you 30 days' notice before the effective date of any change in a Fee.
- b) When we give you notice of a change to this Agreement and you continue to use the Services, you accept such change from the date it takes effect.
- c) We can also notify you about any feature we add, delete or modify. If you use our new or modified features, you agree to any related requirements we tell you about.
- d) Our failure to exercise or delay exercising a right under the JPMC Documents is neither a waiver of any right nor does it preclude us from further exercise of any right. Any waiver by us is not effective unless it is signed by us.

2 Use of the Services

2.1 Exclusivity

- a) You agree that for all transactions that originate in the U.S.:
 - we will be your exclusive provider of payment processing services, and
 - you will submit all such transactions to us for processing.

2.2 Complying with Card Network Rules and Chase Requirements

- a) The Card Network Rules:
 - are generally available directly from the Card Networks, and
 - govern the Services and your acceptance of Cards.
- b) You agree:
 - to comply with all Card Network Rules, including the Chase Requirements applicable to your Chase Transactions, applicable Legal Requirements and the Security Standards
 - not to cause us to violate the Card Network Rules or Security Standards, and
 - to reimburse us for all Card Network Liabilities.
- c) A Card Network may require, and you will fully cooperate with:
 - an investigation, review, audit, or inspection of your business (including your premises), directly or through us or an agent, to ensure you are complying with the Card Network Rules and Security Standards, and/or
 - the engagement of a forensic investigator approved by the Card Network to investigate any known or suspected Security Breach affecting you, your Systems or your Merchant Service Providers.

2.3 User Guides

- a) You will comply with our user guides related to the Services.

2.4 Authorizing Transactions

- a) Each Transaction must have a valid authorization code.
- b) The authorization code is not a representation from us, a Card Network, or any card-issuing bank that a Transaction:
 - is valid or undisputed, or
 - will not be subject to Chargeback.
- c) You will not originate any Transaction that violates a Legal Requirement or the Card Network Rules.
- d) We are not obligated to process a Transaction or follow an Instruction if we have a good faith reason to deny it, such as suspected fraud.

2.5 Transmitting Transaction data

- a) We will transmit your Transaction data to the applicable Card Network. If a Transaction involves an Eligible Chase Card, we will process it directly as a Chase Transaction.

2.6 Your Settlement Account

- a) You will designate in Proper Form, and maintain, one or more Settlement Accounts to receive settlement funds.
- b) We will fund your Settlement Account for the amount of your Transactions minus all Fees. We will have no responsibility for any settlement of Transactions involving Card Networks that settle funds directly to you.
- c) You authorize us to initiate ACH, wire transfer, or other electronic credit and debit entries to your Settlement Account for amounts owed by or to you under this Agreement, regardless of the source of the account's funds.
- d) Your Settlement Account will remain open while we provide you with our Services and for at least 180 days afterwards (or longer as we may request). During this time you will:
 - ensure that we are permitted to initiate debit and credit entries to or from the Settlement Account
 - not do anything that would prevent us from debiting or crediting a Settlement Account, including closing the Account, revoking our authority to debit the account, or imposing a debit block without giving us at least ten business days' notice and designating a new Settlement Account for our use, and
 - ensure the Settlement Account is used for business purposes only, and not for personal or consumer purposes.

2.7 Accepting equipment

- a) If we sell or otherwise provide you with terminals or other equipment:
 - we are the equipment reseller, and not the manufacturer
 - we will give you pricing and any additional terms (including any manufacturer's warranty) before purchase, and
 - by accepting the equipment, you agree to any related additional terms.

2.8 American Express (AMEX) OptBlue

- a) If you want to participate in the American Express OptBlue Program then you must comply with the requirements set forth in **Exhibit 1** to this Agreement. Capitalized terms not otherwise defined in Exhibit 1 shall have the meaning set forth in this Agreement.

2.9 Transaction restrictions

- a) You will not submit any Transaction that:
- originates from a business or store location outside of the U.S.
 - you know or should know is illegal, fraudulent, not authorized by the customer or is authorized by a customer colluding with you to commit a fraud, or
 - could damage the Card Network's goodwill or reputation.
- b) Unless indicated on your Application, you will not submit any Transaction representing an installment sale, a full or partial pre-payment, a deferred payment plan charge, or a recurring billing transaction, or otherwise submit any Transaction until all goods or services are shipped or provided.
- c) You will give us at least 30 days' notice of:
- significant changes to your business, products or services, or
 - any increase in the average time between taking payment and the shipment or delivery of the goods or services which that payment relates to (where we have previously approved you accepting advance payment).
- d) Except as the Card Network Rules allow, you will not give a customer cash as part of a Transaction, including when they are redeeming a prepaid Card.
- e) At every point of interaction, you will clearly and explicitly tell your customer who you are, and distinguish yourself from any third party such as a third-party merchant or your supplier.
- f) You will not sell, buy, give, exchange or otherwise disclose Card Information or any materials including Card Information to anyone other than us, a Card Network, or for a valid request from a Government Authority.

3 Fees, Chargebacks, Refunds and Reserves

3.1 Paying Fees and other amounts due

- a) You will pay all Fees in full and consistent with the JPMC Documents without set-off or counterclaim. We can debit Fees from your Settlement Account without notifying you regardless of whether we previously provided you with invoices for Fees.
- b) You will pay or reimburse us for our reasonable attorney fees and other costs in connection with any Claims or disputes under this Agreement.
- c) Our Fee Schedule, or any invoice that we provide to you, is the official record of Fees you owe us. If there is a discrepancy between the Fee Schedule and another JPMC Document, we will determine which amount is correct.
- d) In addition to any Fees you pay us, we may also receive commissions, rebates, interchange or other compensation from third parties related to any Service.
- e) The Fees may be adjusted to reflect (i) increases by Card Networks in interchange, assessments, (ii) other Card Network fees, additional fees imposed by the Card Networks, or (iii) increases in third party fees identified in this Agreement or in the JPMC Documents. You will pay all such adjusted fees and each such adjustment shall become effective on the date the fee is implemented by the Card Network or third party provider.

- f) To recover Fees, Chargebacks, Reserves, Card Network Liabilities, and other amounts you owe under this Agreement, we can:
 - withhold some or all of your settlement funds (or any other funds that would otherwise be payable to you), and apply them against amounts due
 - debit your Settlement Account
 - receive prompt payment within five business days after our request
 - apply the amount of any Reserve, or
 - collect them in any other manner allowed under this Agreement.
- g) At our option, we may also recover amounts due and payable you owe us or any of our Affiliates, whether under this Agreement or otherwise, by withholding and applying settlement funds, debiting your Settlement Account, receiving payment from you, applying the amount of any Reserve or collecting in any other manner as provided above.

3.2 Chargebacks and Refunds

- a) You are responsible for all Chargebacks assessed to us under Card Network Rules, except where a Chargeback:
 - is reversed in your favor, in which case we will refund the amount, or
 - results from a consumer-initiated, fraudulent Transaction using a lost or stolen mobile device or Card, unless you were involved in that fraud.
- b) You are responsible for all Refunds submitted for processing, including ones third parties submit using your credentials without your authorization.

3.3 Holding a Reserve

- a) We can require a Reserve to protect us against the risks from you using the Service, including Chargebacks, Refunds and Card Network Liabilities or to protect our ability to collect and recover amounts you owe us as described above.
- b) We will notify you of the amount of any required Reserve, which we will determine in good faith.
- c) We will hold and control any required Reserve.
- d) The Reserve will not bear interest, and we can commingle the Reserve with other funds.
- e) You have no interest in any Reserve other than a contingent right to receive any unused funds.
- f) We may periodically:
 - increase your required Reserve, or
 - return Reserve funds we no longer need to manage your risk.
- g) When we decide that we no longer need a Reserve, we will return all unused Reserve funds to you.
- h) Our right to require a Reserve will survive termination of this Agreement. This means that this section will remain in force even if you or we terminate the Agreement.

4 Statements

4.1 Making Statements available

- a) Statements provided electronically are available for you to examine when we:
 - make it available online, or
 - send notification of its availability.
- b) We are not responsible for:
 - you relying on balance, Transaction or related information that is updated or corrected, or
 - the accuracy or timeliness of information supplied to us by any third party.
- c) You agree that our Statements are sufficient for you to inspect and review activity and to identify errors and unauthorized or altered Transactions.

4.2 Missing Statements,

- a) You will promptly:
 - examine your entire Statement once it is available, and
 - notify us if you cannot access your Statement.

errors and timeliness of Claims

- b) You will promptly, and no later than 60 calendar days after the Statement date, reconcile your Statement with your Settlement Account bank statements from the same period, and notify us of any:
 - unauthorized Transactions, including any claims of such activity or requested adjustments
 - alterations, errors, discrepancies and irregularities, or
 - discrepancies you identify when reconciling with your settlement or other accounts.
- c) If you do not act in the timeframes above, you agree that you cannot:
 - assert you exercised reasonable care and promptness in reviewing your Statement and identifying errors
 - be reimbursed for a Claim refused as a result, and
 - make a Claim or otherwise act against us for a subsequent loss that was preventable or caused by the same wrongdoer's repeated act.

5 Confidential Information, Use of Data and Publicity

5.1 Keeping information confidential

- a) Each Party will keep all Confidential Information confidential by taking the same reasonable care to prevent unauthorized disclosure as it does for its own Confidential Information.
- b) You agree that:
 - when you use our Services, you may receive Confidential Information that is solely our property or that of our licensors
 - you will keep all Confidential Information in confidence and disclose it only to a Person who needs to access it for their duties related to the Services, and
 - you will not disclose the terms of this Agreement, the amount of the Fees or the contents of any JPMC Documents other than as required by Legal Requirements or Card Network Rules.
- c) These obligations do not apply to information that:
 - is now, or later becomes, available to the public, through no action (or inaction) of a Party in violation of this Agreement
 - is disclosed consistent with a Legal Requirement or the Card Network Rules, or to defend or prosecute a claim or legal proceeding
 - is obtained from a third party if the receiving Party is not aware that third party was required to keep it confidential
 - the disclosing Party agrees can be shared
 - the receiving Party independently develops without using the Confidential Information, or
 - a Government Authority requests.

5.2 Permitted disclosures and uses

- a) We and our Related Persons can disclose your Confidential Information to:
 - any of our Related Persons and their officers, directors, employees, agents, attorneys, auditors, consultants and other banks
 - proposed assignees and your agents, attorneys, auditors and consultants
 - a Referral Partner
 - tax authorities (this may include your name and account number), and
 - other third parties if the Confidential Information is aggregated or does not directly identify you or your vendors or suppliers.
 - b) We and our Related Persons can use and disclose your Confidential Information:
 - to offer, provide, maintain or service the Services
 - to comply with Legal Requirements or the Card Network Rules
 - to prevent, investigate or reduce fraud, and for risk management and operational purposes
 - to market or sell JPMC products or services to you and your Related Persons
 - to analyze, summarize and compile Transaction and other data for business purposes, research, strategic planning, product and service development and promotion, and
-

- if allowed by another JPMC Document.
- c) We can transfer your information to any Affiliate branch or unit, including subsidiaries in other countries where we or our Affiliate does business or has a Service Provider. Some of these jurisdictions may not provide the same level of protection for your information as the laws where you are based.

5.3 Publicity

- a) We reserve the right to identify you as a client/customer on our website and/or in public statements or marketing materials, and may use your name and logo in connection therewith. From time to time, we may also request your participation and cooperation in case studies, surveys, client testimonials, promotions, events or conferences, or other collaborative marketing activities. You agree to consider such requests in good faith, but such activities and the use of your name or logos in connection with such activities shall remain subject to your prior written approval. Except as set forth above, neither Party shall make press releases or similar public statements regarding the business relationship that is the subject of this Agreement without the other Party's prior written permission.

6 System and Information Security

6.1 Your Systems and transmitting data

- a) You, and each of your Authorized Persons, are responsible for installing, maintaining and protecting your Systems, no matter who owns them, including:
- keeping data transmitted through your Systems secure and applying Software updates
 - complying with all data and system security Legal Requirements (and any of our related policies and procedures that we have made you aware of)
 - applying reasonable security standards that evolve to address changes in technology and cybersecurity, and
 - defending your Systems against outside threats, unauthorized access and data loss.
- b) We can rely on data received from you or on your behalf and we are not liable or responsible for the authenticity, accuracy, corruption, disappearance, theft or damage of, or tampering with, your data, including all Transaction data transmissions, except as provided by Legal Requirements or Card Network Rules.
- c) We are not responsible for your Systems, including:
- their errors, malfunctions, failures or compatibility with our systems
 - notifying you about upgrades, fixes or enhancements, or
 - giving you technical or other support.
- d) You will confirm with your advisers that your Systems and the Internet are suitable for the Services.
- e) You accept all operating, performance and security risks in using your Systems and an open network.

6.2 Your Internet security

- a) You agree that using an open network such as the Internet has security, corruption, transmission error and access availability risks.
- b) You will regularly assess and update your Internet security, including your browser, encryption, anti-virus, anti-spyware and Internet security software.
- c) You agree that having malware on your computers (including keystroke-logger malware) means you:
- have not maintained proper functioning and security of your Systems
 - will be liable for any related Claim, and
 - will be precluded from making a Claim against us relating to that malware.

6.3 Protecting against cyberfraud

- a) You agree that we are not:
- your cybersecurity consultant or adviser, or
 - liable for any Claim you incur based on cyber information we do or do not give you.

6.4 Using an approved Security Protocol

- a) You must use any Security Protocol we issue or approve when using the Internet or other electronic means to:
 - access account or Transaction information
 - issue an Instruction, or
 - originate a Transaction.
- b) You agree that when any Security Protocol is used, you are responsible for its use and safekeeping and we can enforce an Instruction we have verified.
- c) You and each of your Authorized Persons will:
 - safeguard all Security Protocols, and
 - make sure only Authorized Persons know of and use your Security Protocols.

6.5 Security Breaches

- a) You will have:
 - controls adequate to promptly detect a potential or actual Security Breach of your Systems, and
 - a response plan for a Security Breach consistent with current cybersecurity practices.
- b) You agree to:
 - notify us immediately if there has been, or you suspect there may be, a Security Breach
 - provide the details of the Security Breach
 - fully investigate the Security Breach, and
 - cooperate with us to remediate the Security Breach.
- c) If you do not notify us immediately about a Security Breach or misuse, you will be precluded from making any subsequent related Claims.

6.6 Keeping information secure

- a) You agree to notify us promptly if you use or intend to use a Merchant Service Provider.
- b) You are responsible for the acts of your Merchant Service Providers, and will:
 - ensure any Merchant Service Provider you use complies with Security Standards and is registered with the Card Networks
 - ensure any third-party payment software or applications you use to transmit, store or process Card Information complies with Security Standards, and is registered with or recognized by the relevant Card Networks, and
 - pay any Card Network Liabilities resulting from the acts of a Merchant Service Provider, including from a Security Breach.

6.7 Using third-party service providers

- a) You are solely responsible for your use of third-party service providers, systems, security and communications software and all related costs (including for equipment or software).
- b) Even if we suggest that you use a third-party service provider or system or offer a third-party site link to download software, we do not endorse any third-party system, software or site and you accept all risks related to their use.

6.8 Location of Services

Certain services may be performed by us or any of our affiliates, including affiliates, branches or units located in any country in which we conduct business or have a service provider. You authorize us to transfer your information to such affiliates, branches or units at such locations as we deem appropriate. We reserve the right to store, access, or view data in locations we deem appropriate for the services provided.

7 Termination

7.1

Mutual Termination

- a) Either Party can terminate this Agreement by giving the other at least 30 calendar days' prior notice.
- b) In addition to any termination rights under any other JPMC Document, either Party can immediately terminate this Agreement by giving the other Party notice because of:
 - failure of the other Party to promptly pay amounts owed to the terminating Party
 - failure of the other Party to comply with this Agreement or any other agreement between the Parties
 - an inability by the other Party to meet its debts as they become due
 - receivership, administration, liquidation, bankruptcy or similar proceeding
 - assignment to benefit the other Party's creditors or anything similar
 - a good faith belief that the other Party materially breached a representation or warranty or has engaged in fraudulent activity
 - a good faith belief that the other Party's finances or business is impaired
 - a good faith belief that the other Party's activities are not consistent with the terminating Party's applicable policies
 - a good faith belief that any event has significantly increased the risk to the terminating Party or violates its policies or procedures
 - a Legal Requirement or Card Network Rule or failing to comply with any of these, or
 - a Material Adverse Change to the other Party

7.2

Immediate Termination

- We can immediately terminate this Agreement or suspend or terminate the Services by giving you notice if:
 - a Card Network asks us to, or imposes burdensome, costly or impractical conditions on our dealings with you
 - you or any of your principal owners or officers becomes listed on a Card Network database of terminated or high-risk merchants, or
 - you are put in a chargeback monitoring or similar Card Network risk-based program, or we determine that you have excessive Chargebacks
 - you do not transmit Transactions to us for a period of more than 180 consecutive days
 - you issue Bearer Shares or you are a Bearer Share Company

7.3

After Termination

- a) After termination of this Agreement, you shall continue to be liable for all Chargebacks, Refunds, Fees, Card Network Liabilities, credits, and adjustments resulting from or relating to Transactions processed pursuant to this Agreement.
- b) If you submit Transactions to us after the date of termination, we may, but are not required to process such Transactions. Any Transactions we process will be in accordance with and subject to all of the terms of this Agreement.
- c) This provision will survive termination of this Agreement. This means that this section will remain in force even if you or we terminate the Agreement.

8 Liability, Set-off, Waiver, Timely Claims, Indemnification, Disclaimers and Representations

8.1 Our Liability

- a) Under no circumstances will our financial liabilities arising out of or related to this Agreement exceed the total fees paid to us under this Agreement, net of fees, charges and other amounts paid to the Card Networks or card issuing banks, and any third party fees being charged to you on a pass-through basis, including, without limitation, Interchange, assessments, and Card Network Liabilities, for the six months prior to the time the liability arose.
- b) We are only liable for reasonably foreseeable damages directly caused by an act that is within our direct control and are not responsible for your actions, inactions, omissions, delays or failures, or those of third parties.
- c) We are not liable for any claim of negligence if we follow our procedures, which you agree constitute our exercise of good faith and ordinary care.
- d) We are not liable for:
 - Any fraud or forgery (other than by us).
- e) We do not guarantee:
 - the security, sequence, timeliness, accuracy or completeness of any service, data or technology, or
 - access to any service or technology.

8.2 Set-off and grant of security interest

- a) We can, without notifying you or making a demand for payment retain, apply or set off any amount we owe you or the value of any of your property in our possession, against any amount you owe us or our Affiliates for any obligation irrespective of whether we have made any related demand (even if it is unmatured).
- b) We can exercise our set-off rights by any means we consider appropriate,
- c) You assign and grant us a lien and security interest in all your accounts, funds and credits with us to secure your obligations and liabilities to us.

8.3 Waiving Special Damages

- a) The Parties shall not be liable for any Special Damages, regardless of the form of action and even if advised of a possibility of Special Damages. Each Party hereby waives the right to claim or recover Special Damages.

8.4 Timely filing of claims

- b) You must file a Claim in connection with the Services or any Transaction with a tribunal or court of competent jurisdiction within two years of the event that gave rise to the Claim. Failure to do so will mean you have waived that claim against us.

8.5

Indemnification and holding harmless

- a) You agree to unconditionally release, indemnify, defend and hold harmless us and our Related Persons for any Claim arising from or related to:
 - us providing Services, or accepting or processing a Transaction or Instruction from you, your Authorized Person or on your behalf related to the Services or otherwise consistent with this Agreement
 - us paying a Tax, interest or penalty for which you are liable or for which we otherwise have no responsibility
 - us taking any action permitted by this Agreement, including defending against a Claim
 - you breaching this Agreement or any JPMC Document or a representation or warranty you give in any JPMC Document
 - you claiming against a Card Network or payment network relating to the Services or a Transaction
 - you or us incurring Fees, fines or penalties arising from you breaching Legal Requirements or the Card Network Rules
 - you or anyone else using our Service with your Security Protocol, Access Code or other Security Credentials, and
 - a third party claim.
- b) This indemnification does not apply to any Claim to the extent it is directly caused by our negligence, recklessness or willful misconduct.
- c) Indemnity obligations in this Agreement remain in force after an account closes or this Agreement or any Service terminates.

8.6

We disclaim warranties

- a) You agree this Agreement is for commercial services and the Uniform Commercial Code does not apply to the Services.
 - b) We provide all Services and Software “as is” and “as available,” and disclaim all warranties and representations, whether express, statutory or implied, including warranties of:
 - merchantability, satisfactory quality, or fitness for a particular purpose, dealing or trade use, and
 - non-infringement.
 - c) Where Legal Requirements impose an implied warranty by us, our warranty ends 30 days from the date the Service or Software is first available to you.
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8.7**Your representations**

- a) You represent that the JPMC Documents:
 - can be enforced against you despite any immunity (sovereign or otherwise) you may have, and
 - do not breach your Organizational Documents, Authority Documents or agreements with third parties, or any Legal Requirements.
- b) When you give us a Person's information, you represent that you have the right to:
 - share their information with us, and
 - allow us to make continued use of that information or related records about the Person or any other Related Person for any of our "Know Your Customer", anti-money laundering and compliance procedures or other appropriate business purposes, to provide you or such other Person with the Services.
- c) You represent and warrant that:
 - only an Authorized Person will submit written information to us and that all written information submitted to us is true, complete and not misleading as of the date that the information is submitted.
 - You will comply with all restrictions, requirements, loss mitigants, policies, and procedures that we have made you aware of.
 - You will notify us immediately if you have a new beneficial owner of more than 25 percent of the combined voting power of your ownership interests.
 - You will not use the Services or any Software for illegal, offensive, malicious or defamatory activities.
 - You will give us and our representatives access at reasonable times to your facilities, data and records. We will provide you with reasonable notice before we audit or inspect you or your facilities.
 - you have implemented and maintain policies and procedures (including anti-money laundering policies) designed to ensure compliance with Legal Requirements and Card Network Rules.
 - You are not a Bearer Share Company and that you will not issue Bearer Shares

9 Miscellaneous

9.1

Governing law

- a) The internal laws of the State of New York (without reference to its conflict of laws rules) apply to this Agreement, subject to any modifying Legal Requirements.
- b) All rights and remedies relating to this Agreement, Legal Requirements and the Card Network Rules are cumulative and do not exclude any other rights or remedies.
- c) The maximum amount of pre- and post-judgment interest in connection with any Claim will be the lower of the prime rate and the limit set by the State of New York.

9.2

Venue

- a) Disputes relating to any Services will be resolved by an arbitration tribunal or by a court of competent jurisdiction in the State of New York and you agree to submit to this jurisdiction.
- b) This section does not prevent us from starting proceedings in a court or tribunal of any state with jurisdiction, including concurrently in any number of states.

9.3

Waiving rights to a jury trial

- a) Each Party waives the right to a trial by jury for any matter or Claim relating to:
 - this Agreement
 - the JPMC Documents and
 - the Services or a Transaction.

9.4

Severability

If a court or other tribunal decides a provision of this Agreement or any JPMC Document cannot be enforced, that decision will not affect the remaining provisions.

9.5

Assigning this Agreement

- a) We must agree in writing before you transfer or assign this Agreement (including by operation of law or merger). Without our consent, such transfer or assignment is void and may result in us immediately terminating the Agreement. Where we do agree, an assignee or transferee is subject to this Agreement and the obligations and liabilities you owed to us before the date it is transferred or assigned.
- b) We must agree in writing before an assignee can continue, assume or assign this Agreement for the benefit of a creditor, custodian, receiver, trustee in bankruptcy, debtor in possession, sheriff or court officer, or Person taking charge of your assets or business.
- c) We can at any time assign or transfer this Agreement, in whole or in part, or any or all of our rights and obligations under this Agreement.

9.6

Change of control

- a) You will give us notice at least 60 calendar days before:
 - you sell all or substantially all of your assets, or
 - a Person becomes a beneficial owner with more than 50 percent of the combined voting power of your ownership interests, or acquires voting control.
- b) You will give us information we request about a major asset sale or ownership change.

9.7
Providing information

- a) All information that you give us will be accurate, complete and not misleading, and you will notify us immediately if at any time you learn it is not.
- b) You will give us, in Proper Form, all documents, financial statements and other information we request related to the JPMC Documents or the Services.
- c) We will rely on your Authority Documents until you give us notice in Proper Form that you have changed or revoked them, and we have had reasonable time to implement such modification.
- d) If you send us any documents or Instructions we may make ministerial changes to them as long as we advise you of any such changes.
- e) We can rely on the information you give us and you agree our reliance is reasonable. We do not need to verify:
 - any information your Authorized Person gives us
 - any representations or warranties you give us, or
 - the accuracy or timeliness of information a third party gives us on your behalf.

9.8
**“Know-Your-Customer”
and Sanctions**

- a) You will comply with our “Know-Your-Customer” requests, and policies and procedures that we make you aware of, by providing in Proper Form (including certifying it if we require) information that we ask for.
- b) We can delay, suspend or terminate the Services without notice if you do not:
 - give us in Proper Form information that we ask for, or
 - allow us access to your facilities.
- c) You will use commercially reasonable efforts to ensure neither you nor any Authorized Person is:
 - on a government list of people designated under Sanctions or otherwise subject to Sanctions, or
 - operating or located in a country, region or territory that is subject to or a target of Sanctions.
- d) You will notify us immediately if any of these events occur.

9.9
Screening Transactions

- a) Consistent with our policies and procedures (including those related to Sanctions), we can screen Transactions, which can cause delays or cancellations, including a delay in your funds being available.
- b) You agree that our screening benefits you even if it causes a delay or cancellation.

9.10
**Acting as an independent
contractor**

- a) We are an independent contractor providing commercial services to you. We are not acting as your agent or in a fiduciary, quasi-fiduciary or similar role for you, any Person you represent or any other Person.
- b) You agree:
 - you had the opportunity to consult legal counsel about this Agreement and the JPMC Documents
 - to exercise your own judgment about your business and your Instructions, and
 - we are not advising you on any investment, tax, legal regulatory, accounting or other matters in this Agreement, the other JPMC Documents or your accounts, Services and Transactions.

9.11
Your Authorized Persons

- a) You are responsible for:
 - the acts of your employees and representatives and their complying with your internal controls, and
 - advising each Authorized Person of their obligations under, and ensuring their compliance with, the JPMC Documents.
 - b) We can follow the Instructions of a Person we reasonably believe is authorized to act on your behalf, even if your Authority Documents do not list that Person.
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9.12 Taxes

- a) All Fees and other amounts due to us under any JPMC Document are exclusive of Taxes. You are responsible for any applicable state taxes imposed on interchange, assessments or other third-party fees collected by us under this Agreement. You agree we may increase the amount collected from you to reflect such taxes.
- b) If we are required to pay Taxes to any Government Authority on your behalf, then:
 - you will pay or reimburse us for all amounts we pay
 - we will make a deduction for all amounts we pay from payments due to you, or
 - we will debit your Settlement Account, even if it creates or increases an overdraft.
- c) All payments to us consistent with this section must be made in full, without set-off or counterclaim and free of any deduction unless required by Legal Requirements, in which case you will:
 - make the deduction
 - increase the payment to us so that the net amount we receive is the same as the amount we would have been entitled to receive without the deduction
 - pay the amount of the deduction to the applicable Government Authority, and
 - within 30 days after you make this payment, give us a certified copy of the original receipt issued by the Government Authority as proof of payment.

9.13 Unlawful Internet gambling

- a) You will not use the Services or any Card, account, Service or Software for unlawful Internet gambling as defined by 12 CFR Section 233.2(bb) of the Code of Federal Regulations and any future amendments, including accepting or receiving credit, services or funds as proceeds of a Transaction.

9.14 Force majeure

- a) We are not liable to you for not carrying out, or delaying performance of, any actions caused by:
 - an act of God
 - a Government Authority or any Card Network
 - a Legal Requirement
 - a catastrophe
 - war or terrorism
 - civil or labor disturbance
 - fire, flood or other natural disaster, or
 - any other cause beyond our reasonable control.

9.15 Survival

- a) We will have reasonable time to act on a termination request.
 - b) Before terminating the Services, we can process a Transaction or Instruction initiated or sent to us before we received your termination request.
 - c) Closing an account or terminating a Service does not affect any Party's liability to the other for any Claim arising, or related to any Transaction occurring, before or on closure or termination. This liability continues with full effect (including payment and reimbursement obligations) after this Agreement terminates.
 - d) The rights and obligations under sections 3, 5, 6.6, 7.4, 8 and 9.1 - 9.3 will survive this termination of this Agreement, along with any other provision that says it does, or that reasonably should survive.
 - e) If we are not able to contact you or do not receive an Instruction from you about an account termination, we can:
 - mail you a check for a final account balance, or
 - transfer your funds to an unclaimed-monies account.
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**9.16
Notices**

- a) All notices will be effective when given if they are in writing, sent to the specified addresses that the Parties give each other and delivered by:
 - email, Internet, cloud or other electronic means we permit
 - hand
 - regular mail, or
 - overnight courier.
- b) We can send notices to any Authorized Person.
- c) We can send additional or duplicate notices to other addresses we reasonably determine to be appropriate if we are unable to contact you at your specified address.

**9.17
Electronic records**

- a) Each Party can make and keep recordings of phone conversations.
- b) Each Party can store an electronic or other copy of the JPMC Documents as an original and:
 - destroy the original paper version consistent with its record-keeping policies, and
 - use an electronic or other type of copy instead of the original in a legal proceeding.

**9.18
Agreeing to terms electronically**

- a) We can provide you with this Agreement and any other JPMC Document (including amendments) electronically, including posting them on a website. You agree to such JPMC Document by continuing to use the Services after:
 - we notify you of the terms electronically
 - you electronically click or e-sign your approval, or
 - you agree by other means in Proper Form.
- b) Electronically accepting our terms and conditions (including related amendments) has the same effect as you agreeing to them with your handwritten signature.

**9.19
Third-party beneficiaries**

- a) This Agreement is not intended to benefit or to create a right or cause of action for any third-party beneficiary.
- b) You will not act as a fiduciary or deposit funds, facilitate Transactions or make payments for or on behalf of a third party.

**9.20
Disputes and Arbitration**

- a) If a dispute of any kind arises, we want to understand and address your concerns quickly and to your satisfaction. Please contact us if you have a dispute. If we cannot resolve your concerns, we agree to an informal dispute resolution process requiring individual arbitration.
- b) You agree that any Claim related to the Agreement or the Services, including claims regarding the applicability of this arbitration clause, shall be resolved exclusively and finally by binding arbitration administered by the American Arbitration Association ("AAA"). We will select another arbitration forum if the AAA ceases operations.
- c) In the absence of this arbitration clause you may otherwise have had a right or opportunity to litigate any Claim through a court before a judge or jury and to participate or be represented in litigation filed in court by others (including class actions). You are waiving those rights and any Claim you have must now be resolved through arbitration.
- d) All Claims are subject to arbitration, no matter what theory they are based on. This includes Claims based on contract, tort (including intentional tort), fraud, agency, negligence, statutory or regulatory provisions, or any other source of law.
- e) Claims and remedies sought as part of a class action, private attorney general, or other representative action are subject to arbitration on an individual (non-class, non-representative) basis only, and the arbitrator may award relief only on an individual (non-class, non-representative) basis.
- f) The arbitration will be conducted before a single arbitrator and will be limited solely to the Claim between you and us. The arbitration, or any portion of it, will not be consolidated with any other arbitration and will not be conducted on a class-wide or class action basis. The prohibition against class action contained in this Section shall be non-severable from the remainder of this Section.

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- g) If either party prevails in the arbitration of any Claim against the other, the non-prevailing party will reimburse the prevailing party for any fees it paid to the AAA in connection with the arbitration, as well as for any reasonable attorneys' fees incurred by the prevailing party in connection with such arbitration.
 - h) Any decision rendered in such arbitration proceedings will be final and binding on the parties, and judgment may be entered in a court of competent jurisdiction.
 - i) Rules and forms of the AAA may be obtained and Claims may be filed at any AAA office, www.adr.org, or 335 Madison Avenue, New York, NY 10017, telephone 1-800- 778-7879. Any arbitration hearing at which Merchant appears will take place at a location within New York County, New York, New York.
 - j) This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. This arbitration agreement applies to all Claims now in existence or that may arise in the future. Nothing in this Agreement shall be construed to prevent any party's use of (or advancement of any Claims, defenses, or offsets in) bankruptcy or repossession, replevin, judicial foreclosure, or any other prejudgment or provisional remedy relating to any collateral, security, or other property interests for contractual debts now or hereafter owned by either party to the other.
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In Process

10 Definitions

Access Code	A code that we provide, or your designated Security Administrator or Program Administrator creates, which is used to: • access an online system or application, or • authenticate an Instruction or Transaction.
Affiliate	A Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with another Person. A subsidiary is an Affiliate.
Agreement	These Terms and Conditions, including the Application and all addenda, Fee Schedules, schedules, attachments, supplements and exhibits.
Application	Your application for Services in Proper Form, which may include a statement of your financial condition, business or organizational characteristics, and related credit, financial or other business information.
Authority Document	A document or other evidence in Proper Form evidencing the power and authority of a Person to: • agree to this Agreement and other documents related to the accounts and Services • issue Items or Instructions • access Software or platforms, or • take actions on your behalf. These include certificates of authority to transact business, open accounts, Security Administrator designations, forms, resolutions, delegation of authorities, appointments, officer's certificates, access requests, certificates of incumbency, powers of attorney and implementation forms.
Authorized Person	An: • Authorized User, Program Administrator and Security Administrator, or • any Person (including a third party), that your Authority Documents identify as authorized to act on your behalf, or has authority to bind you under the law of agency or other Legal Requirements.
Authorized User	An individual you, your Program Administrator or your Security Administrator entitled to act on your behalf for any Service or who is permitted to use your account or Services. You, the Program Administrator or the Security Administrator will define the entitlements for each Authorized User.
Bearer Shares	Securities that are not registered on the books of the issuing corporation and thus payable to any possessor of the shares.
Bearer Shares Company	A type of company which, unlike registered share companies, issues its securities as Bearer Shares.
business day	A day we are open to the public for carrying on substantially all of our banking functions, but not: • a state or federal holiday in the location we maintain an account or deliver Services • a Saturday, Sunday or other day when banks in New York City are authorized by Legal Requirements to remain closed, or • a day on which any Card Network or the Fedwire systems are not operating.
Card	A physical or virtual credit or debit card, device, mobile application or other technology or means used to access an account through which Card Network or alternate payment network services are requested, delivered, authorized and established.

Card Information	Information that is: • specific to a Card, including any Card account number, expiry date, security code, PIN, credit limit and account balance, or • read, scanned, imprinted, or otherwise obtained from a Card, (such as a customer name, address or phone number), even where such information is not specific to the Card.
Card Network	Any payment system or network provider that offers or licenses Cards, including Visa Inc., MasterCard International, Inc., Discover Financial Services, LLC, American Express, Pulse, NYCE and STAR. This includes us for your Chase Transactions.
Card Network Liabilities	A fine, fee, penalty, liability, or other charge or assessment by a Card Network relating to your or your Merchant Service Provider's actions or your Transactions.
Card Network Rules	All rules, programs, regulations, requirements and manuals of the Card Networks. This includes the Chase Requirements applicable to Chase Transactions.
Chargeback	A reversal under the Card Network Rules of a Transaction you previously submitted to us to process, including as a result of a dispute by the Card holder or by the bank that issued the Card.
ChaseNet	Our ChaseNet payment-processing platform where we directly process Transactions made with Eligible Chase Cards.
Chase Requirements	Our rules and requirements for Chase Transactions.
Chase Transaction	A Transaction using an Eligible Chase Card, which we process over the ChaseNet platform. Chase Transactions will not include PIN debit transactions unless we have provided you with pricing specific to PIN debit Chase Transactions.
Claim	An actual or potential action, loss, claim, dispute, controversy, damage, demand, liability, garnishment, lien, levy or other order, cost or expense, including Special Damages, attorney fees and dispute resolution costs.
Confidential Information	Nonpublic information one Party reveals to the other Party or its Affiliates in writing, orally or by other means. Our Confidential Information includes our: • Software, user guides and technology, and • any information about our internal controls and data security practices report (including an SSAE 18, PCI-DSS Attestation of Compliance or Letter of Compliance).
Eligible Chase Card	A Card that we or our Affiliates issue and those we determine is eligible for use in Chase Transactions. Eligible Chase Cards are limited to Visa-branded consumer and small business credit and debit Cards.
Fee	A charge, cost, fee (including reasonable attorney's fees) or expense relating to the Services, including interchange fees and Card Network Liabilities and those obligations payable by you under any JPMC Document, not including interest. Your Fees may be provided on the Fee Schedule or in another JPMC Document.
Fee Schedule	Any JPMC Document that lists the Fees for the Services. For example, the Fee Schedule may be contained in a separate JPMC Document and may also be signed separately, but is subject to the terms of this Agreement.

Government Authority	A U.S. or foreign government authority, a U.S. state and political subdivision, and an agency, regulatory (including self-regulatory) authority, department, commission, board, bureau, court or tribunal with jurisdiction over a Person, any of its subsidiaries or Affiliates, or their respective properties.
Instruction	Any kind of instruction you or any Authorized Person gives to us.
JPMC Documents	This Agreement, all Authority Documents, any applications and all other documents relating to the Services.
Legal Requirement(s)	Each applicable law, ordinance, decree, requirement, order, judgment, rule, regulation, directive, circular, interpretive letter, guidance or other official release (or a related interpretation) of a Government Authority or a regulatory (including self-regulatory) organization to which a Party (and/or its Affiliates) is subject, including: • all applicable anti-money laundering laws, rules and regulations • “Know-Your-Customer” and Sanctions laws, rules and regulations • Federal Reserve Board Regulations, and • tax regulations.
Material Adverse Change	A significant negative change in reputation, property, financial condition, business, liabilities, operations, prospects, affairs of a party or the ability of a party to meet obligations under any of the JPMC Documents as reasonably determined by the other party.
Merchant Service Provider	Any third party engaged by you or acting on your behalf that processes, stores, receives, transmits, or can access Card Information.
Merchant Mobile App	Any mobile application software developed by you, or on your behalf, that provides services for your customers, including the ability to pay for your goods or services.
Organizational Document	A document in Proper Form that: • proves your organization exists, or • controls or establishes governance of your organization.
Party/Parties	Individually, you or us, and collectively, you and us.
PCI Council	Payment Card Industry Security Standards Council.
PCI-DSS	Payment Card Industry Data Security Standards, as adopted by the PCI Council.
Person	A natural person, unincorporated sole proprietor, corporation, limited liability company, trust, joint venture, association, company, partnership, Government Authority or other entity.
Program Administrator	A Person you authorize to perform administrative and security functions in connection with your commercial cards.
Proper Form	The time, manner, form (tangible or electronic) or substance, which we solely determine or agree is satisfactory to us, for delivery of requested or required information.
Referral Partner	A third party that has entered into a (i) formal referral relationship with us pursuant to which it referred you to us for payment processing services and/or (ii) preferred pricing program with us. The Referral Partner may be paid a fee by us for the referral of Merchant to us. In addition, the Referral Partner may be involved in the servicing and maintenance of your account. Referral partners may include, as applicable, without limitation, financial institutions, your franchisor, independent sales organizations, trade associations or groups and service providers.

Refund	Any full or partial refund, credit or adjustment issued to a Card for any reason.
Related Person	A Party's past, present and future direct and indirect parents and Affiliates and any Authorized Person, director, officer, employee, manager, partner, shareholder, beneficial owner, insurer, Service Provider, agent or attorney, including all successors, subrogees and assigns.
Reserve	Funds we may withhold from you or require you to pay us and which we maintain to protect us against a risk that we reasonably anticipate.
Sanctions	Economic or financial sanctions, or trade embargoes that a Government Authority imposes, including the Office of Foreign Assets Control of the U.S. Department of the Treasury.
Security Administrator	Any Person you designate as a System Administrator or Security Administrator, or you otherwise authorize to: • receive, exchange and distribute a Security Protocol • receive and distribute Security Procedure materials, documents and account information • define or grant entitlements relating to your accounts and our Services or Software • administer or receive notices regarding any Software or Service on your behalf, including identifying what Service functions, including the Mobile App, each user can access and accepting the JPMC Document governing a Service, or • give us your list of users, if we ask. You will notify us if your Security Administrator changes and any change will not be effective until you notify us and we have a reasonable time to act.
Security Breach	Any event that impacts the confidentiality, integrity, or availability of a system or information, including Confidential Information, which may need to be investigated to determine if it needs external reporting. Such events may include unauthorized access, use, or disclosure of Confidential Information.
Security Credential	A unique user identification number or name, unique password or unique device.
Security Protocol	Any of the following used to authenticate an Authorized Person's identity or authorize an Instruction: • Access Codes • a Security Credential • identification, authorization or authentication codes, biometric identifiers, passwords or encryption algorithms, and • tangible or intangible security tokens, cookies, digital signatures, and private or public keys we issue or approve.
Security Standards	Card Network and PCI Council rules, regulations, standards, or guidelines for information privacy and data security, and for safeguarding, sharing and handling Card Information, including the: • PCI DSS • PCI PIN Transaction Security Requirements • Visa Cardholder Information Security Program and Visa Payment Application Best Practices • Discover Information Security and Compliance Program • American Express Data Security Operating Policy, and • MasterCard Site Data Protection Program and POS Terminal Security Program.
Settlement Account	A demand deposit account you maintain with us or another financial institution, which you designate to receive settlement funds for Transactions under this Agreement.

Services	The services we provide to you related to your acceptance of Cards as payment for the goods and services you sell, including: • authorizing, conveying and settling Transactions • providing any supporting equipment or terminals, and • any related service.
Service Provider	A non-Affiliate vendor we or our Affiliate engages to perform or help perform any actions for an account, Service or Transaction, and over whom we or they maintain reasonable control. For the avoidance of doubt, Service Providers are not our agents.
Software	A portal, platform, software, application or Internet website we provide for you to: • access the Services and related activity information, Transaction data, and reports • maintain your account and Services, and • transmit Transactions or other documents.
Special Damages	Indirect, special, incidental, speculative, remote, exemplary, punitive or consequential damages, lost profits, loss of business or goodwill, Tax or late payment penalties and damages, including any related to: • systems or equipment issues • access to any online service • Service Providers, and • problems or delays using our Software and Services. For the avoidance of doubt, Special Damages do not include fines, fees, penalties or other charges, liabilities or assessments imposed by any Card Network, and such amounts shall be deemed direct damages.
Statement	A report of activities, including Transactions and Fees, relating to the Services.
Systems	Your browsers, software, hardware, telecommunications equipment or other equipment (and all related policies and procedures), that you use to communicate with us, including your: • email, fax, Internet and cloud services • devices, such as a phone, tablet and laptop, and • computers, workstations, browsers, programs, connections, data or other transmission systems.
Taxes	Any taxes (including value-added, sales and similar taxes), levies, imposts, deductions, charges, stamp, transaction and other duties and withholdings (with related interest, penalties, fines and expenses) in connection with the Fees, accounts or other Services (including payments or receipts) except if such taxes are imposed on our overall net income.
Terms and Conditions	This document.
Transaction	A sale, Refund, Chargeback or other Services related activity in which you and your customer exchange consideration using a Card and which you submit to us for processing.
U.S.	United States of America, excluding its possessions and territories unless specified.
we, our and us	JPMorgan Chase Bank, N.A. in its capacity as a member of several Card Networks and Paymentech, LLC in its capacity as an authorized processor of Transactions.

you, your and yours	Our customer for whom we provide any Services under this Agreement or any other JPMC Document. You may be referred to in other JPMC Documents as our Customer or the “Merchant”.
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In Process

Exhibit 1: AMEX OPTBLUE

American Express OptBlue

1. American Express OptBlue Provisions

To participate in the American Express OptBlue Program, you must agree to comply with the requirements, acknowledgments and authorizations specific to your acceptance of American Express Payment Cards set forth in this Exhibit. Further, by participating in American Express OptBlue Program, you agree to the limited manner described in this Exhibit by which American Express may directly market and communicate to you, or use and disclose information you provide in connection with your participation in the OptBlue Program. The "OptBlue Program" is a program under which we and other eligible third party acquirers may enable small merchants (defined as merchants that process American Express card transactions where the gross annual sales amount of such American Express card transactions is One Million U.S. Dollars or less) to accept American Express Payment Cards. Notwithstanding the foregoing, the gross annual sales amount limit does not apply to the following industries: charity, education, government, healthcare, insurance, online gambling, residential rent, or utilities.

2. Acceptance

You hereby agree to accept American Express Payment Cards only in accordance with the terms of this Agreement and the *American Express Merchant Operating Guide*, as may be amended from time to time and which is located at www.americanexpress.com/merchantopguide, provided however that:

- (a) any Claim between us and you arising from or relating in any way to this Agreement, even if relating to acceptance of the American Express Payment Card or otherwise involving or relating to American Express (including claims to which American Express is a party or has a right to join), shall be brought in accordance with the Agreement, and not the dispute resolution provisions of the *American Express Merchant Operating Guide*;
- (b) American Express's right to provide you information, notify you or otherwise provide you Solicitations (as hereinafter defined) shall be in accordance with Section 5 below and not the *American Express Merchant Operating Guide*; and
- (c) American Express's right to use Transaction data and Merchant Data provided to American Express by us shall be in accordance with Section 6 below and not the *American Express Merchant Operating Guide*.

American Express has asked us to inform you that any claim brought by Merchant against American Express, to which we are not a party, arising from or relating in any way to this Agreement is to be resolved pursuant to the dispute resolution provisions of the *American Express Merchant Operating Guide*, provided that nothing in this Agreement shall provide any grounds for us to be a party to any claim between you and American Express that does not relate to this Agreement. For purposes of the OptBlue Program, "**Merchant Data**" means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of OptBlue Program Merchants and similar identifying information about OptBlue Program Merchants. For clarification, Merchant Data does not include Transaction data.

3. Authorization

You authorize us to submit Transactions to, and receive settlement from, American Express.

4. Communication with Merchants

By agreeing to use the “OptBlue” service, you understand and agree that American Express may communicate with you to provide information about the OptBlue Program and other programs regarding the American Express network as set forth below, including:

- (a) “welcome acceptance” communications;
- (b) communications designed to inform you how to increase Customers’ usage of the American Express Card (e.g., information regarding posting of the American Express logo);
- (c) communications required by law or to comply with directions from American Express regulators;
- (d) communications necessary for you to fulfill or comply with offers made by American Express to its Customers;
- (e) communications under certain circumstances where American Express seeks to transfer you to direct card acceptance program with American Express because Merchant’s American Express transactions are more than \$1 million annually or we no longer participate in the OptBlue Program;
- (f) communications about programs on the American Express network that are relevant to merchants participating in the OptBlue program, but do not include Solicitations (as defined below); and
- (g) communications about the benefits to you of accepting the American Express card, but do not include Solicitations.

5. American Express Programs

Although American Express may send you general information about American Express programs (e.g., notifications about the occurrence of American Express’s “Small Business Saturday” program or the availability of American Express’s “Pay with Points” program), American Express will not directly solicit you to register for, purchase or otherwise obtain products or services unrelated to the OptBlue Program (“Solicitations”). You may, however, receive solicitations from American Express if it has provided the necessary data or consent directly to American Express outside the scope of this agreement). To register for, purchase or otherwise obtain products or services from American Express unrelated to the OptBlue Program, please contact American Express directly by visiting the website <http://www.americanexpress.com/privacy> or calling American Express at 1-(800)-528-5200.

6. Disclosure of Transaction Data and Merchant Data

You understand and agree that we will disclose Transaction Data and Merchant Data to American Express, and American Express may use such information to perform its responsibilities in connection with the OptBlue Program, perform analytics and create reports, to communicate with you in the manner permitted above and for any other lawful purposes (other than Solicitations).

7. Protection of Merchant Data

American Express uses reasonable administrative, technical and physical security measures to protect the security and confidentiality of Merchant Data obtained from us under this Agreement. American Express requires industry standard confidentiality and data security measures from third parties who are authorized by American Express to process data on its behalf. American Express only shares data in accordance with its data protection privacy principles, available here: <https://www.americanexpress.com/us/content/customer-privacy-principles.html>.

8. High CV Merchants

You acknowledge that you may be converted from the OptBlue Program to a direct Payment Card acceptance relationship with American Express if and when you becomes a High CV Merchant. You acknowledge that upon any such conversion, processing of any American Express Payment Card will be governed by American Express’s then current card acceptance agreement (and not this Agreement) and American Express will be solely responsible for setting pricing and other fees payable by you for acceptance of any American Express Payment Card. For purposes of this Agreement, a High CV Merchant is defined as a Merchant with greater than \$1,000,000 in charge volume in a rolling 12 month period.

9. No Assignment of Payments

You will not assign to any third party any payments due you under this Agreement. All indebtedness arising from charges will be for bona fide sales of goods or services (or both) at your establishments and free of liens, claims and encumbrances other than ordinary sales taxes. The prohibition on assigning payments due you, however, does not apply to the sale of Transaction receivables to us, our Affiliates or a partner of our or our Affiliates that provides cash advance funding.

10. Refund Policies

You acknowledge that your refund policies for purchases by American Express Payments Cards must be at least as favorable as its refund policy for purchases made on Payment Cards of other Card Networks. You agree to disclose to holders of American Express Payment Cards the refund policy at the time of purchase and in accordance with Applicable Law.

11. Collection for Cardholders

You may not collect or attempt to collect from any holder of American Express Payment Cards for any purchase or payment on an American Express Payment Card unless: (A) the charge has been charged back to you; (B) you have accepted/paid the charge (i.e., no Chargeback reversal has been processed); and (C) you have a right to collect or attempt to collect funds to recover unpaid amounts lawfully owed to you by such holder American Express Payment

12. NOTICE REQUIRED BY AMERICAN EXPRESS

American Express requires that we inform you that (i) American Express charges us a wholesale discount rate and not interchange and (ii) American Express operates a non-interchange based network.

13. Waiver of Right to Contest Jurisdiction; Waiver of Jury Trial; Arbitration

PLEASE READ THIS PROVISION CAREFULLY. IT PROVIDES THAT ANY CLAIM MAY BE RESOLVED BY BINDING ARBITRATION.

WITH BINDING ARBITRATION YOU ACKNOWLEDGE AND AGREES THAT:

- (a) **YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY CLAIM ALLEGED AGAINST US OR RELATED THIRD PARTIES;**
- (b) **YOU ARE GIVING UP YOUR RIGHT TO HAVE A COURT RESOLVE ANY CLAIM ALLEGED AGAINST US OR RELATED THIRD PARTIES; AND**
- (c) **YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT OR ARBITRATION FILED AGAINST US AND RELATED THIRD PARTIES.**

IN THE ABSENCE OF THIS ARBITRATION AGREEMENT, YOU MAY OTHERWISE HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR A JURY AND TO PARTICIPATE OR BE REPRESENTED IN LITIGATION FILED IN COURT BY OTHERS (INCLUDING CLASS ACTIONS). BUT, EXCEPT AS OTHERWISE PROVIDED ABOVE, THOSE RIGHTS, INCLUDING ANY RIGHT TO A JURY TRIAL, ARE WAIVED AND ALL CLAIMS MUST NOW BE RESOLVED THROUGH ARBITRATION.

- (a) Any claim, dispute, or controversy relating to acceptance of the American Express Payment Card or otherwise involving or relating to American Express ("Claim") by either you or us against the other, or against the officers, directors, employees, agents, parents, subsidiaries, affiliates, beneficiaries, agents, successors, or assigns of the other, arising from or relating in any way to this Agreement or to the relationship formed between the parties as a result of this Agreement, including Claims regarding the applicability of this arbitration clause or the validity of the entire Agreement, shall be resolved exclusively and finally by binding arbitration administered by the American Arbitration Association ("AAA").
- (b) All Claims are subject to arbitration, no matter what theory they are based on. This includes Claims based on contract, tort (including intentional tort), fraud, agency, your or our negligence, statutory or regulatory provisions, or any other source of law.
- (c) Claims and remedies sought as part of a class action, private attorney general, or other representative action are subject to arbitration on an individual (non-class, non-representative) basis only, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. You and us will agree on another arbitration forum if the AAA ceases operations.
- (d) The arbitration will be conducted before a single arbitrator and will be limited solely to the Claim between you and us. The arbitration, or any portion of it, will not be consolidated with any other arbitration and will not be conducted on a class-wide or class action basis. The prohibition against class action contained in this Section shall be non-severable from the remainder of this Section.
- (e) If either party prevails in the arbitration of any Claim against the other, the non-prevailing party will reimburse the prevailing party for any fees it paid to the AAA in connection with the arbitration, as well as for any reasonable attorneys' fees incurred by the prevailing party in connection with such arbitration.
- (f) Any decision rendered in such arbitration proceedings will be final and binding on the parties, and judgment may be entered in a court of competent jurisdiction.
- (g) Rules and forms of the AAA may be obtained and Claims may be filed at any AAA office, www.adr.org, or 335 Madison Avenue, New York, NY 10017, telephone 1-800-778-7879. Any arbitration hearing at which Merchant appears will take place at a location within New York County, New York, New York. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. This arbitration agreement applies to all Claims now in existence or that may arise in the future.
- (h) Nothing in this Agreement shall be construed to prevent any party's use of (or advancement of any Claims, defenses, or offsets in) bankruptcy or repossession, replevin, judicial foreclosure, or any other prejudgment or provisional remedy relating to any collateral, security, or other property interests for contractual debts now or hereafter owned by either party to the other.

14. Conveyed Transactions

If you accepted American Express Payment Cards through the American Express OptBlue Program and no longer can do so because you became a High CV Merchant, in order to accept American Express Payment Cards through Transactions which we convey to American Express, and which American Express will settle directly with you, you must enter into a direct relationship with American Express by executing American Express's then current card acceptance agreement.



SMB Swiped & Keyed Credit/Debit Rate (CP4) Monthly

Schedule A Pricing Sheet

1. Transaction Processing Fees

Mastercard, Visa, American Express, Discover, and Chase Transactions¹ involving Credit and Signature Debit cards will be assessed the fees listed below.

	Discount Rate	Authorization Fee	Transaction Fee
Credit Cards - Swiped	2.60%	\$0.10	N/A
Credit Cards - Keyed	3.50%		
Signature Debit Cards - Swiped	2.60%		
Signature Debit Cards - Keyed	3.50%		

1) Chase Transaction rates apply to Transactions involving an Eligible Chase Card which is processed over the ChaseNet platform.

PIN Debit / EBT Transactions will be assessed the fees listed below.

	Interchange & Network Fees	Discount Rate	Transaction Fee
PIN Debit (if accepted) (Non Chase Transactions)	As set by each Debit Network	N/A	\$0.25
Chase Transaction PIN Debit (if accepted)	N/A	0.05%	\$0.49
Electronic Benefits Transfer (if accepted)	Pass-through Network costs	N/A	\$0.25

2. One Time and Periodic Fees

One Time Fees ¹		Monthly Fees		Periodic Fees	
Account Setup Fee	N/A	Monthly Service Fee	\$9.95	Annual Fee	N/A
ROL Setup Fee	N/A	ROL Monthly Fee	N/A		
		Monthly Minimum Fee	N/A		

1 – Please be sure Merchant has enough funds in its bank account to have these fees electronically debited. These fees will be electronically debited from Merchant's bank account at the time of setup.

3. Per Incidence Fees

3A. Per Incidence Fees: Charged every time the Merchant's account incurs one of the below items

Chargeback Fee	N/A	Charged when a cardholder or card-issuing bank formally protests a charge
Voice Authorization Fee	N/A	Charged when the Voice Authorization phone number is called to authorize a credit card
Batch Settlement Fee	N/A	Charged for each batch of transaction(s) submitted for settlement
ACH Return Fee	N/A	Charged when CMS is unable to debit fees from Merchant's account
Monthly Billing Fee	0.03%	Charged on the Gross settled sales volume for the assessment of fees on a monthly basis.

3B. Per Request Fees: Charged every time Merchant requests one of the below items

Supplies	By order	Charges for supply orders vary based on the items ordered
Equipment Swap Fee	By order	Charged when Merchant swaps equipment with CMS. Fees for swapping equipment vary based on the equipment manufacturer and model.

Customer initials	X _____	By initialing this page, the undersigned Authorized Representative hereby certifies, for itself and for and on behalf of the Merchant, that the fees, rates and other charges set forth on this page have been reviewed, accepted and constitute a part of this Schedule A. (Please initial here for page 1 and sign Section 5 on page 2)
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4. Card Network Charges

Card Network Charges

A significant portion of the fees that Paymentech, LLC, also known as Chase Merchant Services ("CMS") charges consists of fees and other charges that CMS pay to the various card networks and payment systems ("Card Networks").

These charges (collectively referred to in this Schedule A as "Card Network Fees"), include, but are not limited to, interchange rates, assessments, file transmission fees, access fees, and international and cross border fees.

Card Network Charges are included in the Discount Rate listed in Section 1.

Please note that CMS may, from time to time, elect not to charge for certain existing, new or increased Card Network Fees. If CMS elects not to charge any Card Network Fees, CMS reserves the right to begin doing so at any time in the future (including with respect to existing, new or increased Card Network Fees), upon notice to Merchant. No such Card Network Fees will be imposed retroactively.

NOTICE REQUIRED BY AMERICAN EXPRESS: American Express requires that CMS inform you that (i) American Express charges CMS a wholesale discount rate and not interchange and (ii) American Express operates a non-interchange based network.

In Process

5. Legal Name & Authorized Signature

Legal Name must be the same as on the Merchant Application (Legal Information)

City of De Pere

Legal Name of Business

Authorized Representative Signature: Must appear on Merchant Application

X

Signature

Pamela R. Manley

Print Name

Date

By signing above, the Authorized Representative hereby certifies, for itself and for and on behalf of the Merchant, that the fees, rates and other charges set forth on each page of this Schedule A have been reviewed, accepted and constitute a part of this Schedule A.

Please ensure to initial Page 1

Certificate Of Completion

Envelope Id: BE9D6F46-706A-471E-94FE-BE327537654D

Status: Delivered

Subject: Complete with Docusign: NAP Standard Merchant Application Agreement June 2025.docx

App ID:

DBA Name:

Source Envelope:

Document Pages: 39

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

LOURDES.S.RUDD@CHASE.COM

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Dallas, TX 75254

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Pamela R. Manley

pmanley@deperewi.gov

Sent: 3/11/2026 5:03:06 PM

Security Level: Email, Account Authentication
(None)

Viewed: 3/11/2026 5:05:56 PM

Electronic Record and Signature Disclosure:

Accepted: 3/11/2026 5:05:56 PM

ID: 0b136290-3dee-432f-9773-11175731e1ff

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

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Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

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Carbon Copy Events

Status

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Witness Events

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Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

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3/11/2026 5:03:06 PM

Certified Delivered

Security Checked

3/11/2026 5:05:56 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

Chase Paymentech

English Français

Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I Agree" button at the bottom of this document. By electronically indicating your agreement to the terms, provisions and conditions this Disclosure and Consent or accessing or using any of the services described herein after you have had an opportunity to review the Disclosure and Consent, you acknowledge and agree that (i) you intend to form a legally binding contract(s) between you, and the parties set out on such contract(s), including without limitation Chase Paymentech (the "Agreement"); (ii) you have read and agree to the terms, provisions and conditions of the Agreement; (iii) you agree and intend that this Agreement be the legal equivalent of a signed, written contract, and equally binding and enforceable; (iv) you have received a copy of the Agreement and all supporting documents provided herein; (v) you consent to signing the Agreement and other agreements between, among others you and Chase Paymentech by electronic means and to the delivery of the Agreement and such other agreements by electronic means; (vi) you were able to read this Disclosure and Consent and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this Disclosure and Consent to an address where you will be able to print on paper or save it for your future reference and access; and (vii) if you are agreeing to the terms, provisions and conditions of the Agreement in a capacity of a representative for another person or entity, you are authorized to act on behalf of the accounts of such person or entity. Any agreements that are delivered to you electronically are deemed to be "in writing." If your signature, agreement, consent or acknowledgement is required or requested with respect to any such agreements or otherwise for any service hereunder and such signature, agreement, consent or acknowledgement is transmitted through your DocuSign Express user account (by "click" in the appropriate space(s), dragging, dropping or placing your "signature" or "initials" in the appropriate space(s) or such other action as may be indicated by DocuSign), you will be deemed to have signed or acknowledged such agreements to the same extent and with the same legal effect as if you had signed such agreements manually.

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. For such copies, as long as you maintain a DocuSign account, you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. Furthermore, if you wish to request a copy of any such documents, please contact Chase Paymentech at the numbers set out below:

In the United States: **1 866 722-0288**

In Canada: **1 800 265-5158**

How to contact Chase Paymentech:

You may contact us at anytime for any inquiries or to notify us of any errors in the information on the Agreement by calling merchant services at the numbers set out below:

In the United States: **1 866 722-0288**

In Canada: **1 800 265-5158**

To advise Chase Paymentech of your new e-mail address

To let us know of a change in your e-mail address, contact Chase Paymentech at the numbers set out below:

In the United States: **1 866 722-0288**

In Canada: **1 800 265-5158**

Required hardware and software

Operating Systems:	Windows® XP, Windows Vista®, Windows 7; Mac OS® X
Browsers (for SENDERS):	Internet Explorer 6.0 or above
Browsers (for SIGNERS):	Final release versions of Internet Explorer® 7.0 or above (Windows only); Mozilla® Firefox® 3.0 or above (Windows and Mac); Safari® 3.0 or above (Mac OS only); Google Chrome® 5.0 or above (Windows and Mac)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

DIVULGATION ET CONSENTEMENT English Back to top

Veillez lire les renseignements suivants attentivement et de façon détaillée. Si vous pouvez y accéder par voie électronique de façon satisfaisante et si vous acceptez les présentes conditions, veuillez confirmer votre accord en cliquant sur le bouton "J'accepte" au bas du présent document. En indiquant par voie électronique votre acceptation des modalités, des dispositions et des conditions de la présente divulgation et du présent consentement, ou après avoir accès à l'un des services offerts aux présentes ou les avoir utilisés après avoir eu l'occasion de consulter la divulgation et le consentement, vous reconnaissez et acceptez que (i) vous avez l'intention de former un ou des contrats liant également contraignants entre vous et les parties indiquées sur ces contrats, y compris, notamment, Chase Paymentech (la "convention"); (ii) vous avez lu et vous acceptez les modalités, les dispositions et les conditions de la convention; (iii) vous acceptez que la présente convention soit l'équivalent d'un contrat écrit et signé et qu'il soit tout aussi contraignant et exécutoire, et vous avez l'intention qu'il en soit ainsi; (iv) vous avez reçu une copie de la convention et de tous les documents qui l'appuient fournis dans les présentes; (v) vous consentez à signer la convention et toute autre convention, notamment entre vous et Chase Paymentech par voie électronique, ainsi qu'à la livraison de la convention et d'autres conventions similaires par voie électronique; (vi) vous avez pu lire cette divulgation et ce consentement et vous avez également pu imprimer cette page sur papier ou la sauvegarder électroniquement pour consultation et accès futurs ou vous avez pu envoyer cette divulgation et ce consentement par courriel à une adresse où vous pourrez les imprimer sur papier ou les sauvegarder pour

consultation et accÃ©s futurs; et (vii) si vous acceptez les modalitÃ©s, les dispositions et les conditions de la convention en tant que reprÃ©sentant d'une autre personne ou entitÃ©, vous Ãªtes autorisÃ© Ã© agir au nom des comptes de cette personne ou entitÃ©. Toute convention qui vous est dÃ©livrÃ©e par voie Ã©lectronique est considÃ©rÃ©e comme Ã©tant Ã© par Ã©crit Ã©. Si votre signature, votre acceptation, votre consentement ou votre accusÃ© de rÃ©ception est requis ou demandÃ© relativement Ã© de telles conventions ou autrement, pour n'importe quel service en vertu des prÃ©sentes, et si cette signature, cette acceptation, ce consentement ou cet accusÃ© de rÃ©ception est transmis par l'entremise de votre compte d'utilisateur DocuSign Express (en Ã© cliquant Ã© dans l'espace appropriÃ©, en glissant, en dÃ©plaÃ©ant ou en apposant votre Ã© signature Ã© ou vos Ã© initiales Ã© dans l'espace appropriÃ© ou en prenant toute autre mesure indiquÃ©e par DocuSign), vous serez considÃ©rÃ© comme ayant signÃ© ou acceptÃ© ces conventions dans la mÃªme mesure et avec le mÃªme effet juridique que si vous les aviez signÃ©es manuellement.

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Aux Ã©tats-Unis : 1 866 722-0288 Au Canada : 1 800 265-5158

Comment prendre contact avec Chase Paymentech :

Vous pouvez prendre contact avec nous Ã© tout moment pour prÃ©senter des demandes d'information ou pour nous informer de toute erreur contenue dans les renseignements figurant sur la convention en appelant les services aux commerÃ©ants aux numÃ©ros ci-dessous :

Aux Ã©tats-Unis : 1 866 722-0288 Au Canada : 1 800 265-5158

Pour informer Chase Paymentech de votre nouvelle adresse de courriel

Pour nous informer d'une nouvelle adresse de courriel, veuillez prendre contact avec Chase Paymentech aux numÃ©ros ci-dessous :

Aux Ã©tats-Unis : 1 866 722-0288 Au Canada : 1 800 265-5158

MatÃ©riel et logiciels requis

SystÃ©mes d'exploitation :	Windows2000Ã© ou WindowsXPÃ©Windows VistaÃ©; Mac OSÃ© X
Navigateurs (pour les EXPÃ©DITEURS) :	Internet Explorer 6.0 ou version ultÃ©rieure
Navigateurs (pour les SIGNATAIRES) :	Internet Explorer 6.0Ã©, Mozilla FireFox 1.0, Netscape 7.2 (ou version ultÃ©rieure)
Courriel :	AccÃ©s Ã© un compte de courriel valide
RÃ©solution d'Ã©cran :	800 Ã© 600 minimum
ParamÃ©tres de sÃ©curitÃ© activÃ©s :	Ã© Permettre les tÃ©moins par session Ã© Les utilisateurs qui accÃ©dent Ã© Internet en passant par un serveur proxy doivent activer les paramÃ©tres HTTP 1.1 par connexion proxy

**** Ces exigences minimales peuvent changer. Si ces exigences changent, nous vous enverrons un courriel Ã© l'adresse qui figure dans nos dossiers Ã© ce moment-lÃ© pour**

vous indiquer les exigences r vis es en mati re de mat riel et de logiciels, et vous aurez alors le droit de retirer votre consentement.

In Process



City of De Pere, Wisconsin

3.E

Request for Finance/Personnel Committee Action

Meeting Date: April 14, 2026
Department: Development Services
From: Quasan Shaw, Community & Economic Development Specialist
Subject: For Consideration and Possible Action on Sale and Development Agreement Terms with Ehlinger Properties LLC for a 5.9-acre portion of Parcel WD-L492-B-5 (American BLVD) for business relocation and expansion.*
Recommendation: Approve sale and development agreement terms

Sale and Development agreement terms for parcel WD-L492-B-5

Attachments:
Quality Insulators FP Memo 04142026

CITY OF DE PERE MEMO



To: Mayor James Boyd
Finance and Personnel Committee
From: Quasan Shaw, Economic Development Planner
Date: April 14, 2026

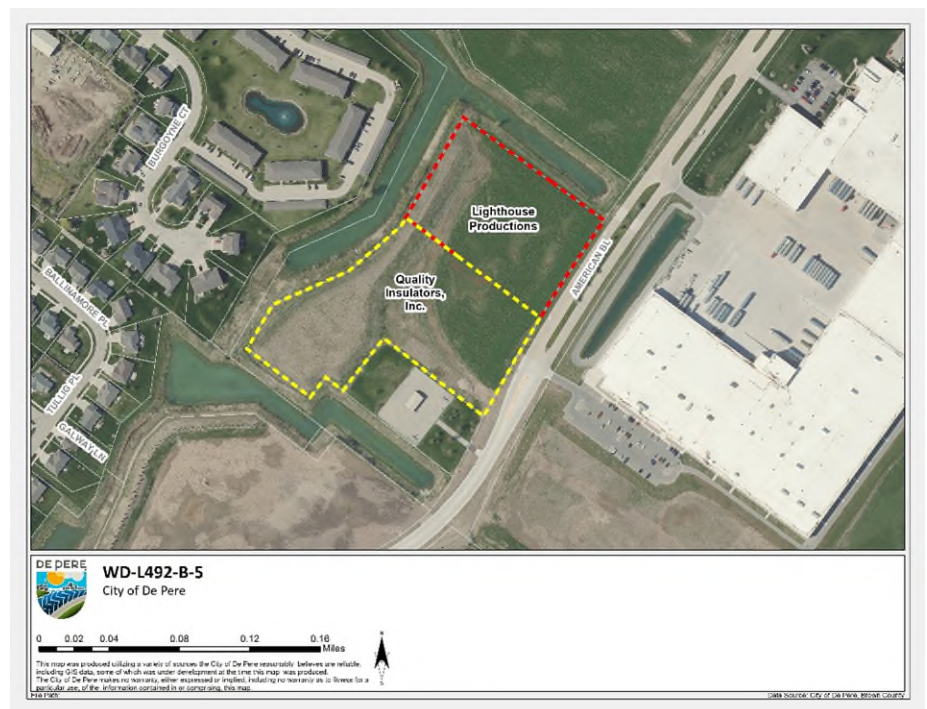
RE: **Consideration and Possible Action on Sale and Development Agreement Terms with Ehlinger Properties LLC for a 5.9-acre portion of Parcel WD-L492-B-5 (American BLVD) for business relocation and expansion***

Introduction

Quality Insulators, an established business in the Village of Ashwaubenon, has continued to experience significant growth in recent years. Their current facility no longer provides adequate space, and no suitable expansion sites remain available within Ashwaubenon. To meet customer demand and provide their staff with the resources needed to sustain this growth, the company approached the City of De Pere in 2025 seeking a long-term option to construct a new facility. City staff worked with Quality Insulators to evaluate potential development sites and ultimately identified the American Boulevard parcel as the most suitable location for their future operations. The Finance and Personnel Committee approved a 30-month option to purchase on May 13, 2025, and the City and Ehlinger Properties LLC executed the Option Agreement on November 10, 2025.

Since securing the option, Quality Insulators has continued refining its long-term plans and recently approached the City regarding the possibility of Tax Increment Financing (TIF) assistance should they elect to break ground later this year on a slightly larger facility than originally contemplated. During these discussions, the City was also working with Keller to identify a site for another business seeking comparable square footage but without the need for outdoor storage.

Recognizing the opportunity to support both projects, staff facilitated a cooperative



site-swap between the parties. Quality Insulators agreed to relinquish its option on the original site in exchange for a development agreement for a new location on the south side of the parcel, better suited to its operational needs. This coordinated approach ensures that both businesses can be accommodated, maximizes the development potential of the area, and supports continued economic growth within the City of De Pere.

Development Summary

The newly proposed development includes a 64,000-square-foot space comprising 4,500 square feet of office, 55,500 square feet of warehouse, and 4,000 square feet of mezzanine space. The building will be constructed to comply with De Pere Zoning requirements, and the sale agreement will be conditioned on site plan approval. Schematic plans are included for your reference, prepared by Bayland Builders, a design-build firm located in Green Bay.



Development Site Information Summary:

Parties:	City of De Pere, Ehlinger Properties LLC
Address(es):	American Blvd
Parcel IDs:	WD-L492-B-5
TID(s):	12
Acres:	Approximately 5.9 Acres
Anticipated Sale Value:	\$172,000. The project was initiated under the folder pricing structure
Proposed Use:	Relocated office and shop space
Future Land Use:	Business Park
Zoning:	Business Park 2 (BP-2)
Proposed Zoning:	Unchanged
Current Total Assessed Value (full value):	\$0
Potential Addition Building Value (full):	\$4,920,000 (rounded)
Guaranteed Annual Tax Payment:	\$71,340 (rounded)
Note: Guaranteed annual tax payments are included in upfront cash grants to ensure the city has enough annual revenue to cover annual borrowing costs.	
Proposed Incentives	\$639,600
Site Assemble Grant:	\$172,000
Project Cost Reimbursement Grant:	\$467,600

Impact Analysis:

The approximately \$639,600 in Site Assembly Grant and Project Cost Reimbursement Grants is approximately 13% of the estimated initial assessed values. The percentage is similar to other recent projects, and the same package is proposed for the Lighthouse Production Inc project to the north.

Developer Obligations:

1. **Developer Name:** Ehlinger Properties LLC
2. **Timelines:**
 - a. Secure zoning and site plan approvals by October 1, 2026.
 - b. Submit development budget by October 1, 2026
 - c. Submit proof of equity and proof of financing by October 1, 2026
 - d. Commence construction by December 1, 2026.
 - e. Complete Construction by December 31, 2027.
 - f. Final assessed value by January 1, 2028.
3. **Proposed Development:** The developer shall construct a minimum 64,000-square-foot office and manufacturing facility.
4. **Assessed Value and Tax Revenue:** Developer guarantees minimum annual tax increment revenue payment (tax payment) of \$71,340. The city shall assess the development project in accordance with the real estate valuation requirements for similar commercial or industrial projects under Wis. Stats, §70.32. The total project grant is premised upon the completed redevelopment project having an Assessed Value equal to the Guaranteed Value for real

property tax purposes of not less than \$4,920,000; however, in no case shall the annual tax payment be less than \$71,340. The Developer shall make a Payment In Lieu Of Tax to city (the "Deficit Payment") equal to the difference in taxes to be collected due to the shortfall in the annual tax increment revenue. The city shall be responsible for conducting the annual evaluation.

5. **Summary Expense Report:** Submit a summary expense report to the City before payment of Development Incentives.

City Obligations (City of De Pere):

1. **Site Assembly Grant.** The City shall provide the Developer with a Site Assembly Grant of \$172,000 at the close of the purchase of the subject property. The City shall refund the Option Agreement payment of \$2,150.00 to Ehlinger Properties LLC at closing.
2. **Developer Project Cost Reimbursement Grant.** City shall provide Developer a grant of \$467,600 to reimburse Project Costs incurred by Developer. Such a grant shall be payable after the Certificate of Occupancy is issued and the Development Services Director has reviewed and verified final project costs, which such review shall not be unreasonably withheld or delayed. However, at no point shall an individual project grant be issued prior to September 1 of the subject year unless the Developer notifies the city by October of the preceding year that they expect to complete the applicable Project Phase between January 1 and July 31 of the subject year. The development agreement shall stipulate the total initial development costs and the Development Services Director shall review the total costs to ensure the total project costs are substantially similar to the estimated costs. Substantially similar shall be defined as $\pm$ five percent of the estimated project costs. The city and the Developer may request to renegotiate the project cost reimbursement grant for final project costs that are greater than or less than five percent of the estimated project costs.

Recommendation:

Staff recommends approval of the term sheet and if the Finance and Personnel Committee approves the proposed terms, the City will draft a Developer's Agreement that will be reviewed by the Common Council at a future meeting.



City of De Pere, Wisconsin

3.F

Request for Finance/Personnel Committee Action

Meeting Date: April 14, 2026
Department: Development Services
From: Daniel Lindstrom, Development Services Director
Subject: For Consideration and Possible Action on Sale and Development Agreement Terms with Lighthouse Production for development of 4.1 acre portion of Parcel WD-L492-B-5 on American BLVD in the West Business Park.*
Recommendation: Approve sale and development agreement terms

Sale and development agreement terms on portion of Parcel WD-L492-B-5

Attachments:
Lighthouse Productions Term Sheet Memo - 04142026

CITY OF DE PERE MEMO



To: Mayor James Boyd
Finance and Personnel Committee
From: Daniel Lindstrom, Development Services Director
Date: April 14, 2026

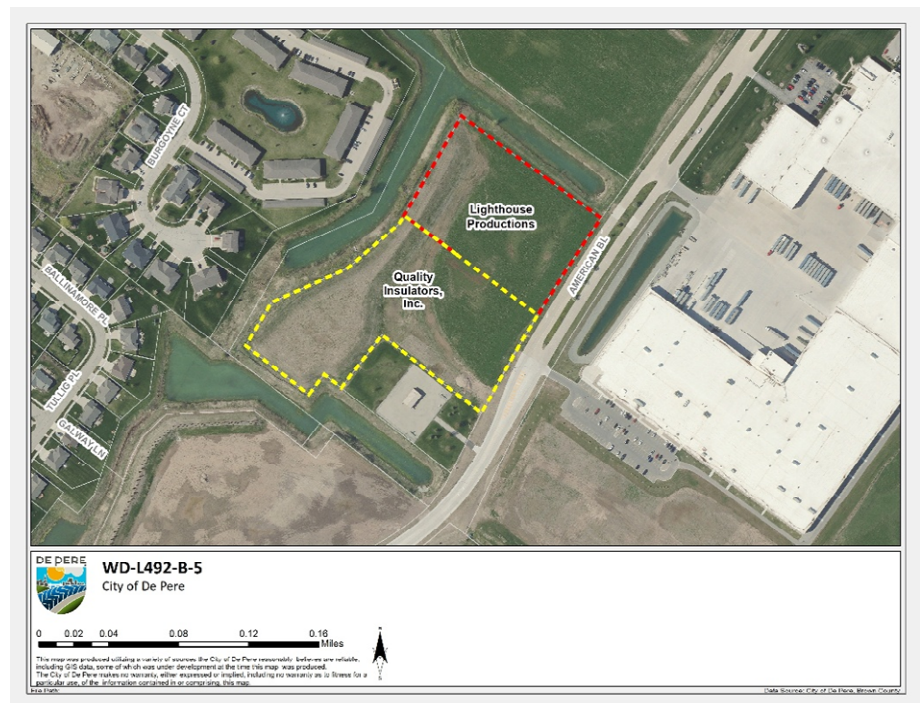
RE: **Consideration and Possible Action on Sale and Development Agreement Terms with Lighthouse Production for development of 4.1-acre portion of Parcel WD-L492-B-5 on American BLVD in the West Business Park***

Introduction

Lighthouse Productions supports live events and large gatherings by providing professional lighting, sound, video, and staging solutions. Based in Northeastern Wisconsin, the company focuses on serving clients statewide and maintains long-standing partnerships with stadium districts, music festivals, performing arts centers, arenas, convention facilities, county fairs, and educational institutions. For outdoor festivals and fairs, Lighthouse Productions supplies full production services—including stages, roofs, barriers, operated lighting, sound, and video systems—for audiences ranging from a few hundred to more than 35,000. Performing arts centers rely on the company to supplement their in-house systems for touring productions, while schools and smaller venues turn to Lighthouse Productions for rentals, troubleshooting, and technical support.

In addition to live event services, Lighthouse Productions designs and installs permanent audio, lighting, and video systems for churches, schools, and offices. The company's mission is to provide meaningful, sustainable careers for employees who are passionate about the live production industry, supporting their success both professionally and personally.

Lighthouse Productions is currently located in the Village of Ashwaubenon and can no longer expand its operations at its current location. Lighthouse Productions has been working with Keller to find a new location for the business relocation and expansion.



Lighthouse Productions provides stable, year-round employment supported by a strong and growing payroll that exceeded \$2.5 million in 2025, including taxes and benefits. The company employs 30 full-time staff members, with remarkable longevity—one-third of the team has been with the organization for more than a decade. Even after the COVID shutdown, 20 of 21 full-time employees returned, underscoring the company’s commitment to its workforce and the loyalty it inspires.

Lighthouse Productions also invests in developing future talent. Its summer internship program gives college students hands-on experience that complements their academic work, and graduates from St. Norbert College, UW-Green Bay, and Michigan Tech frequently transition into full-time roles after completing their degrees.

Development Summary

The Development Services Department identified a portion of WD-L492-B-5, currently held in option by Quality Insulators Inc., as an ideal location for Lighthouse Productions. As a result, the Development Services Department held a concurrent discussion with Quality Insulators regarding the possible relocation to the southern side of the parcel. Quality Insulators agreed to the possible option relocation. The map on page 1 identifies the proposed parcel location.

The proposed development includes a 40,000-square-foot space comprising 9,000 square feet of office and 31,000 square feet of warehouse. Building will be constructed as a Pre-Engineered Metal Building with a complement of IMP Panel, glass, and masonry to adhere to De Pere Zoning requirements, and the sale agreement would be conditioned on the site plan approval. The development will have a box truck and truck traffic for the shipping and receiving company's equipment. The warehouse acts as a touchdown storage space of owned equipment.





LIGHTHOUSE PRODUCTIONS

LAWRENCE,

WISCONSIN



Development Site Information Summary:

Parties:	City of De Pere Lighthouse Productions; however, a separate LLC may be created later
Address:	TBD
Parcel IDs:	WD-L492-B-5
Acres:	4.1
Anticipated Sale Value:	\$205,000 (\$50,000 per acre)
Purpose Use:	Office/warehouse
Future Land Use:	Business Park
Zoning:	Business Park 2 (BP-2)
Proposed Zoning:	Unchanged
Current Total Assessed Value (full value):	\$0
Potential New Building Value (full):	\$3,370,000 (rounded)
Guaranteed Annual Tax Payment:	\$53,000 (rounded)
Note: Guaranteed annual tax payments are included in upfront cash grants to ensure the city has enough annual revenue to cover annual borrowing costs.	
Proposed Incentives	\$438,000
Site Assemble Grant:	\$205,000
Project Cost Reimbursement Grant:	\$233,000

Impact Analysis:

The approximately \$438,000 in Site Assembly Grant and Project Cost Reimbursement Grants is approximately 13% of the estimated initial assessed values. The percentage is similar to other recent projects, and the same package is proposed for the Quality Insulators Inc project to the south.

Developer Obligations:

1. **Developer Name:** A separate LLC is to be created prior to recording the sale and development agreement.
2. **Timelines:**
 - a. Secure zoning and site plan approvals by October 1, 2026.
 - b. Submit development budget by October 1, 2026
 - c. Submit proof of equity and proof of financing by October 1, 2026
 - d. Commence construction by December 1, 2026.
 - e. Complete Construction by December 31, 2027.
 - f. Final assessed value by January 1, 2028.
3. **Proposed Development:** The developer shall construct a minimum 40,000-square-foot office and manufacturing facility.
4. **Assessed Value and Tax Revenue:** Developer guarantees minimum annual tax increment revenue payment (tax payment) of \$53,000. The city shall assess the development project in accordance with the real estate valuation requirements for similar commercial or industrial projects under Wis. Stats, §70.32. The total project grant is premised upon the completed redevelopment project having an Assessed Value equal to the Guaranteed Value for real property tax purposes of not less than \$3,370,000; however, in no case shall the annual tax payment be less than \$53,000. The Developer shall make a Payment In Lieu Of Tax to city (the "Deficit Payment") equal to the difference in taxes to be collected due to the shortfall in the annual tax increment revenue. The city shall be responsible for conducting the annual evaluation.
5. **Summary Expense Report:** Submit a summary expense report to the City before payment of Development Incentives.

City Obligations (City of De Pere):

1. **Site Assembly Grant.** The City shall provide the Developer with a Site Assembly Grant of \$205,000 at the close of the purchase of the subject property.
2. **Developer Project Cost Reimbursement Grant.** City shall provide Developer a grant of \$233,000 to reimburse Project Costs incurred by Developer. Such a grant shall be payable after the Certificate of Occupancy is issued and the Development Services Director has reviewed and verified final project costs, which such review shall not be unreasonably withheld or delayed. However, at no point shall an individual project grant be issued prior to September 1 of the subject year unless the Developer notifies the city by October of the preceding year that they expect to complete the applicable Project Phase between January 1 and July 31 of the subject year. The development agreement shall stipulate the total initial development costs and the Development Services Director shall review the total costs to ensure the total project costs are substantially similar to the estimated costs. Substantially similar shall be defined as $\pm$ five percent of the estimated project costs. The city and the Developer may request to renegotiate the project cost reimbursement grant for final project costs that are greater than or less than five percent of the estimated project costs.
3. **American Blvd Driveway Entrance.** The City shall reconfigure the American Boulevard or median to allow for a northbound exit. This includes removing and paving approximately 120' of the boulevard and relocating a light pole.

Recommendation:

Staff recommends approval of the term sheet and if the Finance and Personnel Committee approves the proposed terms, the City will draft a Developer's Agreement that will be reviewed by the Common Council at a future meeting.



City of De Pere, Wisconsin

3.G

Request for Finance/Personnel Committee Action

Meeting Date:	April 14, 2026
Department:	Development Services
From:	Daniel Lindstrom, Development Services Director
Subject:	For Consideration and possible action on a development term with Fore Development and Commercial Horizons, Inc. and/or Entity TBD for the development of approximately 4.4 acres of WD-L281-1 and WD-D0037, generally located off Lawrence Drive and Southbridge Road, for the construction of an 82-unit multifamily development.*
Recommendation:	Approval

Attachments:
CORE MF Residential Review Memo - 04142026

CITY OF DE PERE MEMO



To: Mayor James Boyd
Finance and Personnel Committee
From: Daniel Lindstrom, Development Services Director
Date: April 14, 2026
Re: **Consideration and possible action on a development term with Fore Development and Commercial Horizons, Inc. and/or Entity TBD for the development of approximately 4.4 acres of WD-L281-1 and WD-D0037, generally located off Lawrence Drive and Southbridge Road, for the construction of an 82-unit multifamily development. ***

Introduction

This letter provides a review of the request for Tax Increment Financing (TIF) assistance for an 82-unit multifamily development generally located near Lawrence Drive and Southbridge Road. The request relates to a larger, two-phase multifamily project situated adjacent to the Preserve Parkway, along with two additional lots fronting Lawrence Drive. This analysis and TIF evaluation apply only to Phase One of the development.

The overall project will require amendments to the City's future land use map as well as rezoning approvals. The Developer has requested that the review of the term sheet and the preparation of the development agreement be conditioned on subsequent entitlement approvals. In other words, if the Common Council determines that the project does not align with the City's desired scope or land-use objectives, the Developer will not have expended significant resources on detailed plans, specifications, and entitlement applications.

Accordingly, this step serves as an initial review that would provide the Developer with approximately 12 months to secure all necessary approvals. A draft concept plan has been included for reference.

For this evaluation, staff analyzed Phase One based on:

1. The financial pro forma for the project, and
2. The impact of Phase One on the TID's cash flow.

A detailed summary of the market evaluation has been provided separately to the Committee.

The following figures on pages 2 and 3 represent the site location map, concept plan, and representative building examples/building styles.

DE PERE
City of De Pere

Exhibit A: Development Site Map

0 250 500 1,000 1,500 Feet

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 comprised by this map.

Subject Parcels

Source: City of De Pere, Brown County

[illegible]

Figure 3: Representative Images



1. Project Summary

The following section summarizes the development project as proposed and as also illustrated in the attachments to this review letter.

Project Assessed Value Summary

According to the per-unit analysis, after the demolition, land purchases, and land dedications, the proposed development project is estimated to create approximately \$14,000,000 of new assessed value to TID No. 15 on the west side.

Developer Sources and Uses of Funds – Multifamily

City staff has completed a detailed analysis of the project's total development costs and the associated sources and uses of funds. Following review and negotiation, the Developer and City staff have revised the development pro forma to include approximately \$17,000,000 in permanent financing, representing 75% of total construction costs, and a request for \$1,611,000 in TIF assistance. The Developer will contribute the remaining \$4,085,000 in equity, or 18% of the total project cost. The request also includes a \$1,100,000 Pay-As-You-Go (PAYGO) Municipal Revenue Obligation (MRO).

During the initial review, the Developer proposed a significantly larger PAYGO MRO; however, the project's cash flow was insufficient to support that level of assistance. Staff also notes that the Developer has requested an upfront cash grant to offset the cost of constructing private street infrastructure and a private regional stormwater system, which increases first-phase expenses and reduces available financing capacity.

The proposed lending and financing structure is consistent with mixed-use market-rate and affordable/workforce housing developments. Developers typically secure 65%–75% permanent financing based on appraised value. When evaluating funding sources, it is essential to ensure the project maximizes borrowing from private lenders and investors so they contribute proportionately to the expected market rate of return. If those sources are fully leveraged yet still insufficient to cover total development costs, a funding gap may exist. That gap may be addressed through alternative sources such as TIF. In cases where rising construction costs, interest rates, or other market factors limit the amount banks are willing to finance—even when the Developer maximizes lending capacity—gap financing may be provided through a combination of upfront TIF cash grants and/or annual PAYGO TIF payments.

Following negotiations, the Development Services Department recommends approval of \$1,611,000 in upfront TIF assistance and a \$1,100,000 MRO, which together allow the project and the TID to cash flow appropriately. The net present value (NPV) of total public participation is approximately 19.3% of the project's incremental value. Comparable mixed-use redevelopment projects typically receive 12%–25% TIF support depending on project characteristics, financing constraints, and public infrastructure needs. In addition to the financial considerations, the City should evaluate the broader community benefits, including the provision of new housing units adjacent to the South Bridge Connector corridor, which will offer direct access to the I-41 regional transportation network.

2. Residential Growth

The first phase of the development will introduce 82 residential units to the community, supported by on-site parking and a range of resident amenities. While the unit mix may be refined as design progresses, the current program includes 59 one-bedroom units, 15 two-bedroom units, and 8 three-bedroom units.

Future phases are anticipated to expand the project with a second building of similar scale and design, bringing the cumulative total to up to 164 market-rate rental units. Given the scope and timing of the later phases, Phase 2 would require separate financing, approvals, and an independent development agreement.

3. Market Evaluation

City staff examined several market factors to determine if the entire proposed redevelopment project holds an appropriate amount of private equity so that any project incentives do not over-incentivize the Developer. These market factors include the projected stabilized and projected annual average Return on Equity (ROE), Return on Cost (ROC – also known as Yield on Cost, or Development Yield), and the Internal Rate of Return (IRR).

Initial Stabilized Year Return on Equity (ROE)

The initial stabilized year ROE is a simple tool used to assess short-term data and determine whether the projected income from a development justifies the associated risk to a developer. However, it has limitations, as it does not account for a multi-year investment period. Similar redevelopment projects typically aim for an 8%–12% initial year ROE within the first year of fully stabilized income. The annual average ROE is calculated by taking the project's net operating income over the investment period, subtracting total debt service payments, and dividing by initial investments, spread across the total number of years in the investment period. Historically, the annual average return on equity for real estate investments, including real estate mutual funds, has ranged from 10%–13% over the past few years. As part of this review, the Developer submitted a ten-year cash flow analysis, incorporating rent expense assumptions.

Return on Cost (ROC)/ Yield on Cost/Development Yield

Yield on cost, also known as return on cost, is a real estate metric that measures the profitability of a development or investment project. It is calculated by dividing the project's net operating income (NOI) by its total development or acquisition cost. The metric helps investors assess whether a project's income potential justifies its cost. A higher yield on cost indicates a more favorable return, while a lower yield may suggest the need for cost adjustments or higher projected revenue. Unlike IIR and capitalization rate (cap rate), which is based on market value, yield on cost is based on the actual cost of development, making it a useful tool for evaluating feasibility before a project is completed. For the purposes of this review, the targeted return on cost ranges between 6.5 and 8.0%

Internal Rate of Return (IRR)

Levered Internal Rate of Return (IRR) measures the total return to investors by evaluating all project cash flows over the investment period. The calculation treats the initial equity contribution as a negative cash flow and incorporates annual net operating income, the net sale proceeds at disposition, repayment of any remaining loan balance, and reductions in sale value due to standard real estate transaction costs.

A project that generates sufficient operating income and net proceeds upon sale to meet or exceed a competitive investor return threshold is generally able to attract private capital. In practical terms, higher rental income results in a higher IRR, which is why market-rate developments typically produce stronger returns than unassisted affordable or workforce housing projects. Levered IRR also captures the project’s residual value at the end of the investment period. Because net sale proceeds flow directly to investors, the terminal value is a significant driver of overall returns and is included in the analysis with appropriate deductions for transaction-related losses.

Industry benchmarks for levered IRR vary from year to year due to fluctuations in market performance, interest rates, capitalization rates, and reported sales activity. When reviewing the past two decades of real estate investment trust (REIT) data and comparing it to recent market conditions, levered IRRs typically fall within the 12%–15% range. However, current market volatility and elevated risk levels have led investors to seek slightly higher returns to compensate for increased uncertainty relative to more stable investment alternatives.

A comprehensive market evaluation, including all supporting data and assumptions, has been provided separately to the Committee to ensure members have full access to the underlying analysis informing this recommendation.

4. General Developer Terms and Obligations:

Parcel ID:	4.4-acre portion of WD-L281-1 and WD-D0037
Parties:	Fore Development and Commercial Horizons, Inc. and/or Entity TBD WD-L281-1 and WD-D0037
Proposed Development:	Construction of a 82-unit market rate multifamily building apartments. The concept plan is included as Exhibits A and B. The conceptual development summary is as follows:
Market Evaluation Summary:	The Developer and City identified an initial funding gap of \$1,611,000 with additional PAYGO funding to cash flow the project to a expected market rate of return. To address this, the Developer is requesting \$1,710,000 in assistance, structured as follows: \$1,600,000 in a project cost reimbursement cash grant and secondary financing mortgage backed by a \$1,100,000 Municipal Revenue Obligation (MRO). Given the public benefits—including the creation of much-needed housing, an increased tax base, and the development of underutilized land—the use of TIF to bridge the funding gap can be justified. The City calculated that the proposed redevelopment project and the results align with market average rates of return that the TID is able to support. A “stress test” was conducted to assess the impact of removing the upfront incentive and public infrastructure, while increasing borrowing and equity to close the gap. The results placed the rates of return well below market averages. These findings indicate that the project realistically requires financing assistance to remain attractive to investors and ensure the development can move forward.

Assumptions:

Residential Apartment

Vacancy:

Lease Rates Inflation: 2.5% annually (1% flex)

Expense Rate Inflation: 2% annually (1% flex)

Mortgage Information: Apartment, 30 Year private mortgage at 6 to 7%

Parking Allocation/Placement: Surface and underground parking

Sale Value Cap Rate: 6.5%

Property Appreciation Rate: 4%

Annual Tax Rate Appreciation: -1%

Annual Tax Payment: See attached Exhibit C

Annual MRO Payment: See attached Exhibit D

Developer Obligations

1. Timelines:

- a. Secure comprehensive plan amendment, zoning, and site plan approvals by February 1, 2027.
- b. Submit development budget by February 1, 2027.
- c. Submit proof of equity and proof of financing by February 1, 2027.
- d. Commence construction by May 1, 2027
- e. Complete Construction by December 31, 2029.
- f. Final assessed value by January 1, 2030.

2. Completion of the Comprehensive Plan Future Land Use Map Amendment and Rezoning: The Developer shall obtain approval of the Comprehensive Plan Future Land Use Map Amendment and all necessary rezoning requests as a condition of moving forward with the project. Should the developer not obtain the required approvals, the development agreement shall terminate.

3. Site Plan: A conceptual or conditionally approved site plan shall be included with the development agreement. The site plan shall include a private road to access the proposed parcel. Access points to Lawrence Drive and Southbridge Road shall be provided for the Fire Department's required multiple access points.

4. Certified Survey Map (CSM)/Plat: The Developer, at its own expense, shall prepare a CSM identifying any private roads, areas to be Dedicated to the Public (DTTP) including roadways, regional private stormwater outlots, and the proposed parcel(s)/future parcel lines.

5. Assessed Value and Tax Revenue: Since the City is borrowing funds for the Cash Grant and Infrastructure, the project must include a Guaranteed Minimum Annual Tax Increment Revenue Payment (tax payment) as outlined above. The City will assess the Development Project in accordance with the real estate valuation requirements for similar mixed commercial properties under Wis. Stats §70.32. The Total Project Grant is based on the completed Redevelopment Project achieving an Assessed Value equal to the Guaranteed Value for real property tax purposes, which shall be no less than \$14,000,000 by 2030. However, under no circumstances shall the annual tax value be lower than the schedule in Exhibit C attached.

The Developer must make a Payment In Lieu of Tax to the City (the “Deficit Payment”), equal to the difference in taxes that should have been collected due to any shortfall in annual tax increment revenue. Additionally, the Developer must provide the City Assessor, upon request, with any financial information or documentation—including, but not limited to, income and expense statements—regarding the Subject Property.

6. **Parking:** Minimum parking for residential uses shall be provided by the Developer consistent with the rates in the zoning code.
7. **Development Incentive – PAYGO:** Secure second/separate mortgage or other financing to be backed with a Municipal Revenue Obligation as defined in the City Obligations section of this term sheet. The amount of the privately funded TIF Note shall be in the amount of \$1,100,000 for a period of 12 years based on the Exhibit D.

General City Obligations:

- 1. Incentives:** Provide incentives to each project based on the terms outlined in each specific site and the general terms below:
 - a. Developer Project Cost Reimbursement Grant.** City shall provide the Developer a grant of \$1,611,000 to reimburse Project Costs incurred by the Developer. Such grant shall be payable after the Certificate of Occupancy is issued and the Development Services Director has reviewed and verified the final project costs, which such review shall not be unreasonably withheld or delayed. However, at no point shall an individual project grant be issued prior to September 1 of the subject year unless the Developer notifies the City by October of the preceding year that they expect to complete the applicable Project Phase between January 1 and July 31 of the subject year. The development agreement shall stipulate the total initial development costs, and the Development Services Director shall review the total costs to ensure the total project costs are substantially similar to the estimated costs. Substantially similar shall be defined as $\pm$ five percent of the estimated project costs. The City and the Developer may request to renegotiate the project cost reimbursement grant for final project costs that are greater than or less than five percent of the estimated project costs.
 - b. Annual or "PAYGO" Project Grant Municipal Revenue Obligation (MRO):** City and Developer shall enter into an MRO with a principal value of \$1,100,000.
 - i. The MRO shall be issued on November 1st following the date the City has received revenue from the fully assessed and complete development.
 - ii. The MRO shall bear interest at a fixed annual rate equal to 5.5%.
 - iii. First payment on the MRO shall be issued on the same date as the issuance of the MRO.
 - iv. Subsequent annual payment of the MRO shall be on or before November 1. On each of the payment dates, the City shall pay to the Developer the PAYGO Project Grant up to the scheduled payment as shown on the MRO.
 - v. The City reserves the right to make advance payments on the MRO upon mutual consent of the developer.
 - vi. Debt payments on the Project Cost Reimbursement Grant take priority over the PAYGO Project Grant; therefore, If the City is unable to make a full scheduled MRO payment due to the value of the building, mill rate changes, or any other unforeseen changes presented by the Developer, State, etc., the unpaid principal may be carried forward at the interest rate identified above; however, the unpaid interest shall not be carried forward.
 - vii. The MRO may be assigned to any lender providing financing to the project upon notice of such assignment. The Developer may elect for the City to pay directly to such lender the scheduled payment amounts under the MRO.
 - viii. The TID shall not terminate until the aggregate principal in the amount of \$1,100,000 plus annual interest at the rate required by the Agreement has been paid or the district must be terminated by law, whichever occurs first.
 - ix. Should the cumulative total of the Development Incentive not reach the \$1,100,000 threshold, then the City would not be responsible for the remaining balance since the Developer did not incur the necessary tax expense due to

decreasing mill rates or other factors impacting the operating expenses.

- c. Projects receiving assistance will be subject to a “look back” provision. The look back mandates a developer to provide the City or its financial advisor with evidence of its annualized cumulative internal rate of return on the investment (IRRI) at specified periods of time (10 years) after project completion. The IRR shall be calculated with equity, revenues, and expenses in accordance with generally accepted accounting principles. If look-back provisions are included the typical standards should apply.
 - i. When the Developer owns the subject property and rents space to tenants, supporting documentation shall include without limitation certified records of project costs and revenues including lease agreements and sales on a per square foot basis. If the records indicate that the Developer received a metric rate of return larger than originally proposed to the City at the time of development agreement, the Developer and the City at the time of the development agreement, the Developer and the City shall amend the future PAYGO agreements necessary to return the metric to the capped target below.
 - ii. When the subject property is a for-sale development and the IRR cannot be completed, the Developer shall provide financial data after the project is completed to include a calculation of profit on total development costs and revenue. If the records indicate that the Developer has received a metric rate of return than originally proposed to the City at the time of the development agreement, the Developer and the City shall amend the future PAYGO agreements necessary to return the metric to the capped target below.
 - iii. The amount of assistance provided to a developer will be limited to the amount necessary to provide the developer a reasonable rate of return on investment; however, in no case shall the internal rate of return exceed 20%.
 - iv. The look-back provision will be removed if the developer elects to enter into a workforce housing agreement with the City organization, ensuring workforce units for a set period of time.

Exhibit A: Site

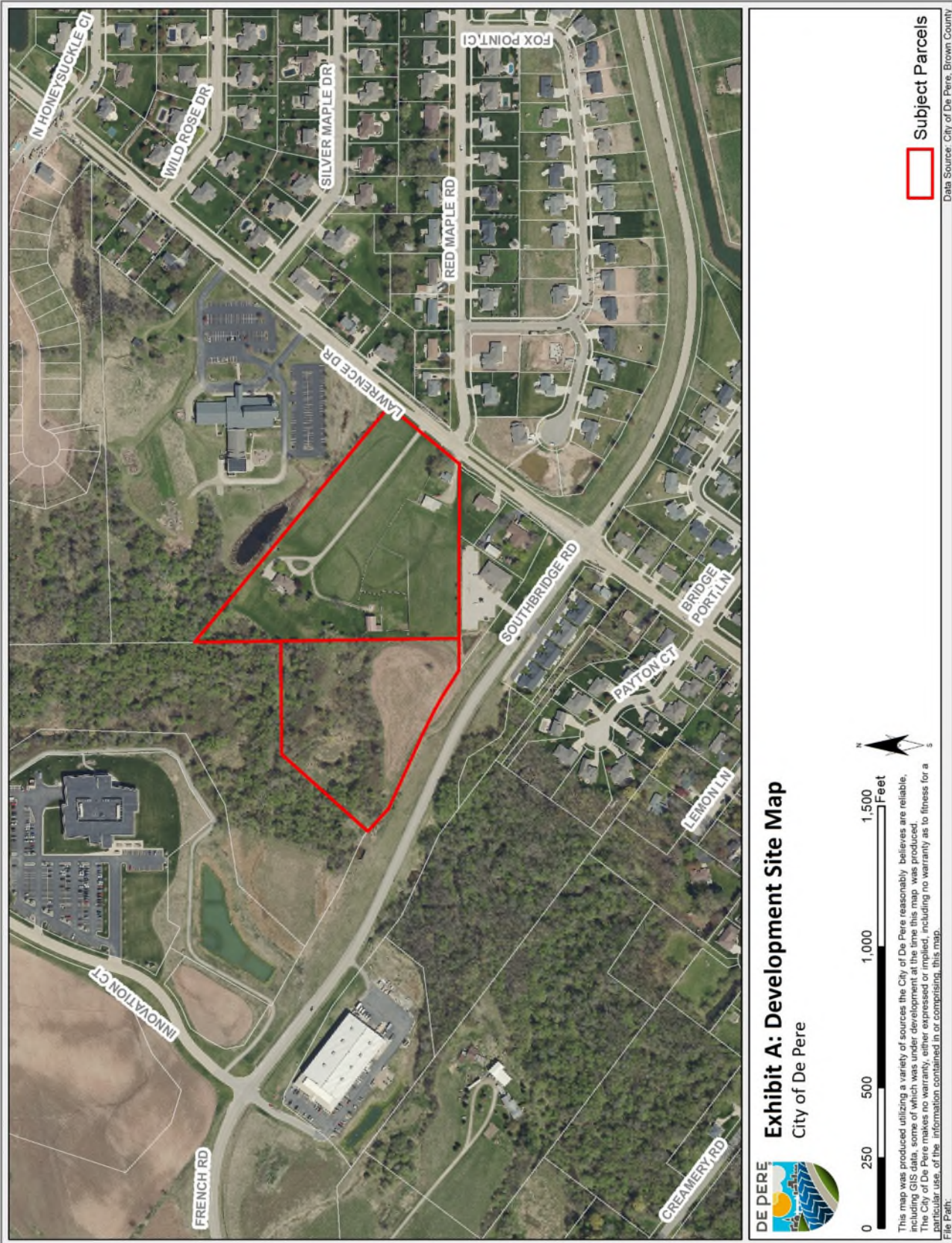


Exhibit B: Concept Plan



Exhibit C - Minimum Tax Payment Schedule Summary

Minimum Tax Payment Schedule Summary				
TID Revenue Year	Fore Development Project - Project Name TBD			
	Base Value Tax Revenue (Assumed \$800,000 Land Value split between projects)	Minimum Increment Value Tax Revenue	Minimum Total Tax Payment	Minimum Total Tax Payment ROUNDED
2022				
2023				
2024				
2025				
2026				
2027				
2028				
2029	\$6,357	\$173,694	\$180,051	\$180,100
2030	\$6,293	\$232,076	\$238,369	\$238,400
2031	\$6,231	\$239,194	\$245,425	\$245,400
2032	\$6,168	\$246,521	\$252,689	\$252,700
2033	\$6,107	\$254,062	\$260,169	\$260,200
2034	\$6,045	\$261,824	\$267,870	\$267,900
2035	\$5,985	\$269,814	\$275,799	\$275,800
2036	\$5,925	\$278,037	\$283,963	\$284,000
2037	\$5,866	\$286,502	\$292,368	\$292,400
2038	\$5,807	\$295,215	\$301,022	\$301,000
2039	\$5,749	\$304,183	\$309,932	\$309,900
2040	\$5,692	\$313,414	\$319,106	\$319,100
2041	\$5,635	\$322,917	\$328,552	\$328,600
Total				
Principal only partial year payments				
First year of full assessed value				
Assumptions:				
Based Assessed Value (calculated as a percent of parent parcel, assumes split)		\$	400,000	
Assessed Value		\$	14,000,000	
Assessed Increment Value		\$	13,600,000	
Property Appreciation Rate			4.00%	
Assumed Annual Mill Rate Change Over the Life of the TID			-1.00%	

Exhibit D- DRAFT Municipal Revenue Obligation (MRO) Schedule

PAYGO Municipal Revenue Obligation (MRO)				DRAFT		
Parcel ID:		Multiple				
Owner/Developer:		FORE Development				
Created/Revised:		3/19/2026				
Principal: (rounded to \$5,000)		\$1,100,000		1317759		
Interest Rate*:		5.50%				
Term (Years):		12				
# of Principal Payments:		12				
Date of Issue:		11/1/2030				
Year	Principal Payment #	Unpaid Principal	Principal Payment	Interest Payment	Total Payment	Apply Surplus to Principal
2020	0	\$0	\$0	\$0	\$0	\$0
2021	0	\$0	\$0	\$0	\$0	\$0
2022	0	\$0	\$0	\$0	\$0	\$0
2023	0	\$0	\$0	\$0	\$0	\$0
2024	0	\$0	\$0	\$0	\$0	\$0
2025	0	\$0	\$0	\$0	\$0	\$0
2026	0	\$0	\$0	\$0	\$0	\$0
2027	0	\$0	\$0	\$0	\$0	\$0
2028	0	\$0	\$0	\$0	\$0	\$0
2029	0	\$0	\$0	\$0	\$0	\$0
2030	1	\$1,100,000	\$67,132	\$60,500	\$127,632	\$0
2031	2	\$1,032,868	\$70,824	\$56,808	\$127,632	\$0
2032	3	\$962,043	\$74,720	\$52,912	\$127,632	\$0
2033	4	\$887,324	\$78,829	\$48,803	\$127,632	\$0
2034	5	\$808,494	\$83,165	\$44,467	\$127,632	\$0
2035	6	\$725,329	\$87,739	\$39,893	\$127,632	\$0
2036	7	\$637,590	\$92,565	\$35,067	\$127,632	\$0
2037	8	\$545,026	\$97,656	\$29,976	\$127,632	\$0
2038	9	\$447,370	\$103,027	\$24,605	\$127,632	\$0
2039	10	\$344,343	\$108,693	\$18,939	\$127,632	\$0
2040	11	\$235,650	\$114,671	\$12,961	\$127,632	\$0
2041	12	\$120,978	\$120,978	\$6,654	\$127,632	\$0
Total			\$864,350	\$411,971	\$1,276,322	\$0

Phase 2: First year of full assessed value payment



City of De Pere, Wisconsin

3.H

Request for Finance/Personnel Committee Action

Meeting Date:	April 14, 2026
Department:	Development Services
From:	
Subject:	For Consideration and Possible Action on the Bridge Connector Tax Increment District (TID) Funding Analysis 2026 Update.
Recommendation:	The Development Services Department recommends the following changes with the Brown County to deviate from the standard 50/50 county/local share subject to a final reconciliation of project costs end of the project to ensure the revised agreements meet the spirit of the 50/50 agreement. • City of De Pere funds for all remaining expenses related to GV-15, currently estimated at \$4,148,818 (\$2,075,409 Brown County share). • City of De Pere funds for all remaining expenses related to GV-16 currently estimated at \$4,148,818 (\$2,075,409 Brown County share). • Brown County funds the City of De Pere remaining expenses related to GV-18 currently estimated at \$3,727,751 (City share). • Brown County funds an additional 4% of the City of De Pere remaining expenses related to GV-18 currently estimated at \$421,067 (City share). • The City agrees to the cost share related to purchasing property within the Town of Lawrence and Town of Ledgeview, provided the acquisition of D-48-3 shall be annexed into the City of De Pere.

Attachments:

Southbridge TID Funding Memo 2026

CITY OF DE PERE MEMO



To: Mayor James Boyd
Finance and Personal Committee
From: Daniel Lindstrom, AICP, Development Services Director
Date: April 14, 2026

RE: For Consideration and Possible Action on the Bridge Connector Tax Increment District (TID) Funding Analysis 2026 Update

The Development Services Department updated the 2023 in-depth analysis of available TID funding for the remainder of the South Bridge Connector Project based on recently approved and current drafts of Municipal Project Agreements with Brown County, as well as recent federal and state funding. The analysis intends to present potential funding options, assuming that the city will continue to request contributions from the County (sales tax), State, and Federal governments. It should be noted the City's share, as calculated under the 2023 analysis, has since been reduced by 42% due to additional state funding. In short, the total potential De Pere cost share is approximately \$15,600,000 based on the cost share to date (\$2,585,933) and projected future costs still in planning (~\$13,004,000). The majority of the additional state and federal monies are attributable to GV-15 and GV-16. These figures are preliminary remaining totals and can change as designs are finalized and bids are received.

(1) Lineal Foot Analysis

Brown County stated the analysis and budget are high-level estimates; therefore, I used GIS to follow the assumptions and calculated we have about 25,500 LF of construction in our segments – this assumed one municipality for the N and S sides of the road.

(2) South Bridge TID Funding - 1/2 Mile Radius Analysis

The spatial analysis for each of the five TIDs could help secure funding for the project. The analysis illustrates the percentage of each segment within the ½ mile radius of the respective TIDs. TID No. 8 assisted in GV-14 prior to the termination on 2025. Segment 5 is only close enough to TID No. 10 to help fund those costs. The next section breaks down the updated feasibility of funding for each segment from each TID. Segment 4 has been amended to include the roundabout at PP that was originally planned in Segment 5. See the attached maps and chart below.

Figure 1A: South Bridge TID Funding - 1/2 Mile Radius Analysis by Segment (Remaining Amounts)

	Costs to Date	Remaining Proposed De Pere Local Share	Detail	TID No. 8	TID No. 10	TID No. 11	TID No. 12	TID No. 15	TID No. 17
Segment 1 GV-14	\$ 1,789,413	\$ 200,000	% of Segment within 1/2 mile of TID	-	-	100%	37%	100%	-
			Eligible \$ of total segment cost*	\$ -	\$ -	\$200,000	\$74,400	\$200,000	\$ -
Segment 2 GV-15	\$ 218,278	\$ 2,074,409	% of Segment within 1/2 mile of TID	-	-	100%	89%	59%	-
			Eligible \$ of total segment cost*	\$ -	\$ -	\$2,074,409	\$1,847,077	\$1,215,597	\$ -
Segment 3 GV-16	\$ 313,724	\$ 2,074,409	% of Segment within 1/2 mile of TID	-	100%	75%	-	-	81%
			Eligible \$ of total segment cost*	\$ -	\$2,074,409	\$1,555,807	\$ -	\$ -	\$1,676,290
Segment 4 GV-17	\$ 153,939	\$ 4,927,514	% of Segment within 1/2 mile of TID	-	100%	-	-	-	91%
			Eligible \$ of total segment cost*	\$ -	\$4,927,514	\$ -	\$ -	\$ -	\$4,487,557
Segment 5 GV-18	\$ 109,579	\$ 3,727,751	% of Segment within 1/2 mile of TID	-	33%	-	-	-	-
			Eligible \$ of total segment cost*	\$ -	\$1,234,818	\$ -	\$ -	\$ -	\$ -
Total Cost	\$ 13,004,083		Total Eligible by TIDs	\$ -	\$ 8,236,741	\$ 3,830,216	\$ 1,921,477	\$ 1,415,597	\$ 6,163,847
			Total Eligible						\$21,567,878

* TID 8 Limited by expenditure period

(3) South Bridge TID Cash Flow Funding Analysis

This section calculates what can be funded based on the current and projected status of the five subject TIDs. The analysis includes conservative mill rate reductions for the next 5 years followed by small incremental increases as stated by the overlaying taxing jurisdictions. The analysis also includes modest projected value assessment growth illustrated in the annual TID report.

- Segment 1 is completely funded by TID No. 15.
- Segment 2 is completely funded by TIDs 11, 12.
- Segment 3 is completely funded by TID No. 11 and 17.
- Segment 4 is partially funded by TID No. 17.
- Segment 5 could not be funded with any existing TIDs.

Moreover, due to a reclassification of the TID No. 11 half-mile radius, we were able to capture more GV-16 costs under TID No. 11. Additionally, due to the mill rate reduction, TID No. 17 is only able to fund 60% of GV-17, leaving a 40% shortfall of \$2,710,133. Figure 2A Below illustrates these findings. TID No. 10 is unable to fund the project due to an insufficient number of years remaining in the TID and delayed development as a result of the recession and delays in the SBC project.

Figure 2A: South Bridge TID Funding Target Funding (Remaining Amounts)

Costs to Date (12/31/2025)				Remaining Proposed Local Share	Projected Total	Detail	TID No. 8	TID No. 10	TID No. 11	TID No. 12	TID No. 15	TID No. 17	Remaining Funding Status			
Segment 1 GV-14	\$	1,789,413	\$	200,000	\$	1,989,413	% of Segment within 1/2 mile of TID	-	-	100%	37%	100%	-	100% Funding Coverage		
							Eligible \$ of total segment cost*	\$0	\$0	\$200,000	\$74,400	\$200,000	\$0			
							Targeted TID Funding Percent	0.00%	-	-	-	100.00%	-			
							Targeted TID Funding Amount	\$0	-	-	-	\$200,000	-			
Segment 2 GV-15	\$	218,278	\$	2,074,409	\$	2,292,687	% of Segment within 1/2 mile of TID	-	-	100%	89%	59%	-	100% Funding Coverage		
							Eligible \$ of total segment cost	\$0	\$0	\$2,074,409	\$1,847,077	\$1,215,597	\$0			
							Targeted TID Funding Percent	0.00%	-	25.00%	75.00%	-	-			
							Targeted TID Funding Amount	-	-	\$518,602	\$1,555,807	-	-			
Segment 3 GV-16	\$	313,724	\$	2,074,409	\$	2,388,133	% of Segment within 1/2 mile of TID	-	100%	75%	-	-	81%	100% Funding Coverage		
							Eligible \$ of total segment cost	\$0	\$2,074,409	\$1,555,807	\$0	\$0	\$1,676,290			
							Targeted TID Funding Percent	0.00%	-	75.00%	-	-	25.00%			
							Targeted TID Funding Amount	-	-	\$1,555,807	-	-	\$518,602			
Segment 4 GV-17	\$	153,939	\$	4,927,514	\$	5,081,453	% of Segment within 1/2 mile of TID	-	100%	-	-	-	91%	\$1,971,006 Funding Gap		
							Eligible \$ of total segment cost	\$0	\$4,927,514	\$0	\$0	\$0	\$4,487,557			
							Targeted TID Funding Percent	0.00%	0.00%	-	-	-	60.00%			
							Targeted TID Funding Amount	-	\$0	-	-	-	\$2,956,508			
Segment 5 GV-18	\$	109,579	\$	3,727,751	\$	3,837,330	% of Segment within 1/2 mile of TID	-	33%	-	-	-	-	\$3,727,751 Funding Gap		
							Eligible \$ of total segment cost	\$0	\$1,234,818	\$0	\$0	\$0	\$0			
							Targeted TID Funding Percent	0.00%	0.00%	-	-	-	-			
							Targeted TID Funding Amount	-	\$0	-	-	-	-			
Total Cost		\$	2,584,933	\$	13,004,083	\$	15,589,016	Total Available TID Funding		\$0	\$8,236,741	\$3,830,216	\$1,921,477	\$1,415,597	\$6,163,847	\$21,567,878
								Targeted TID Funding								\$7,305,326
								Total TID Funding Gap								\$5,698,757

Funding Summary:

To date, the City has paid \$2,584,933 towards all segments of the SBC project. The TIDs can fund the remaining estimated \$7,305,000 and a cumulative total of \$9,890,000, leaving a remaining \$5,699,000 shortfall. The biggest impacts on the TID funding availability are mill rate changes, the pace of new construction, and City borrowing rates. Continued mill rate reductions, when not coupled with increases in business park property assessed values, will continue to limit our ability to fund infrastructure projects.

Development Services Department Recommended Changes:

The Development Services Department recommends the following changes with the Brown County to deviate from the standard 50/50 county/local share.

- City of De Pere funds for all remaining expenses related to GV-15, currently estimated at \$4,148,818 (\$2,075,409 Brown County share).
- City of De Pere funds for all remaining expenses related to GV-16, currently estimated at \$4,148,818 (\$2,075,409 Brown County share).

- Brown County funds the City of De Pere remaining expenses related to GV-18, currently estimated at \$3,727,751 (City share).
- Brown County funds an additional 4% of the City of De Pere remaining expenses related to GV-18 currently estimated at \$421,067 (City share).
- The City agrees to the cost share related to purchasing property within the Town of Lawrence and Town of Ledgeview, provided the acquisition of D-48-3 shall be annexed into the City of De Pere.

Funding Summary:

Following the proposed revisions above, the TIDs can fund the remaining estimated \$11,200,000 leaving the remaining \$1,803,000 shortfall to be funded by general fund borrowing.

Figure 2B: City Proposal South Bridge TID Funding Target Funding (Remaining Amounts without TID Amendment)

	Remaining Proposed County Share	Costs to Date (12/31/2025)	Remaining Proposed De Pere Share	Projected Total	Detail	TID No. 8	TID No. 10	TID No. 11	TID No. 12	TID No. 15	TID No. 17	Remaining Funding Status
Segment 1 GV-14	\$ 200,000	\$ 1,789,413	\$ 200,000	\$ 1,989,413	% of Segment within 1/2 mile of TID	-	-	100%	37%	100%	-	100% Funding Coverage
					Eligible \$ of total segment cost*	\$0	\$0	\$200,000	\$74,400	\$200,000	\$0	
					Targeted TID Funding Percent	0.00%	-	-	-	100.00%	-	
					Targeted TID Funding Amount	\$0	-	-	-	\$200,000	-	
Segment 2 GV-15	\$ -	\$ 218,278	\$ 4,148,818	\$ 4,367,096	% of Segment within 1/2 mile of TID	-	-	100%	89%	59%	-	100% Funding Coverage
					Eligible \$ of total segment cost	\$0	\$0	\$2,074,409	\$1,847,077	\$1,215,597	\$0	
					Targeted TID Funding Percent	0.00%	-	25.00%	75.00%	-	-	
					Targeted TID Funding Amount	-	-	\$1,037,205	\$3,111,614	-	-	
Segment 3 GV-16	\$ -	\$ 313,724	\$ 4,148,818	\$ 4,462,542	% of Segment within 1/2 mile of TID	-	100%	75%	-	-	81%	100% Funding Coverage
					Eligible \$ of total segment cost	\$0	\$2,074,409	\$1,555,807	\$0	\$0	\$1,676,290	
					Targeted TID Funding Percent	0.00%	-	75.00%	-	-	25.00%	
					Targeted TID Funding Amount	-	-	\$3,111,614	-	-	\$1,037,205	
Segment 4 GV-17	\$ 6,270,267	\$ 153,939	\$ 4,506,447	\$ 4,660,386	% of Segment within 1/2 mile of TID	-	100%	-	-	-	91%	\$1,802,579 Funding Gap
					Eligible \$ of total segment cost	\$0	\$4,927,514	\$0	\$0	\$0	\$4,487,557	
					Targeted TID Funding Percent	0.00%	0.00%	-	-	-	60.00%	
					Targeted TID Funding Amount	-	\$0	-	-	-	\$2,703,868	
Segment 5 GV-18	\$ 12,603,349	\$ 109,579	\$ -	\$ 109,579	% of Segment within 1/2 mile of TID	-	33%	-	-	-	-	100% Funding Coverage
					Eligible \$ of total segment cost	\$0	\$1,234,818	\$0	\$0	\$0	\$0	
					Targeted TID Funding Percent	0.00%	0.00%	-	-	-	-	
					Targeted TID Funding Amount	-	\$0	-	-	-	-	
Total Cost Existing	\$ 19,073,616	\$ 2,584,933	\$ 13,004,083	\$ 15,589,016	Total Available TID Funding	\$0	\$8,236,741	\$3,830,216	\$1,921,477	\$1,415,597	\$6,163,847	\$21,567,678
Total Cost Proposed	\$ 19,073,616	\$ 2,584,933	\$ 13,004,083	\$ 15,589,016	Targeted TID Funding							\$11,201,504
					Total TID Funding Gap							\$ 1,802,579

Estimated SBC Remaining Funding

TID No.	2026	2027	2028	2029	2030	2031	Total
TID 10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
TID 11	\$ 2,800,000	\$ 1,148,818	\$ 100,000	\$ 100,000	\$ -	\$ -	4,148,818
TID 12	\$ 1,650,000	\$ 1,311,612	\$ 75,000	\$ 75,000	\$ -	\$ -	3,111,612
TID 15	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	200,000
TID 17	\$ 590,000	\$ 670,000	\$ 2,480,000	\$ 12,500	\$ -	\$ -	3,752,500
General Fund	\$ -	\$ -	\$ 1,800,000	\$ -	\$ -	\$ -	1,800,000
Total	\$ 5,240,000	\$ 3,130,430	\$ 4,455,000	\$ 187,500	\$ -	\$ -	13,012,930
Available Increment (Cash)		TID Borrowing		Gen Fund Borrowing			
\$ 7,472,930		\$ 3,740,000		\$ 1,800,000			

TID No. 12 Boundary Amendment:

If the City were to amend TID No. 12 to include all WD-L180, and overlap WD-L179-7, WD-L178-3, and WD-L178-1-1, then the TIDs can fund a remaining estimated \$12,115,000 leaving a remaining \$890,000 shortfall to be funded by general fund borrowing.

Figure 2B: City Proposal South Bridge TID Funding Target Funding (Remaining Amounts with TID Amendment)

	Remaining Proposed County Share	Costs to Date (12/31/2025)	Remaining Proposed De Pere Share	Projected Total	Detail	TID No. 8	TID No. 10	TID No. 11	TID No. 12	TID No. 15	TID No. 17	Remaining Funding Status
Segment 1 GV-14	\$ 200,000	\$ 1,789,413	\$ 200,000	\$ 1,989,413	% of Segment within 1/2 mile of TID	-	-	100%	37%	100%	-	100% Funding Coverage
					Eligible \$ of total segment cost*	\$0	\$0	\$200,000	\$74,400	\$200,000	\$0	
					Targeted TID Funding Percent	0.00%	-	-	-	100.00%	-	
					Targeted TID Funding Amount	\$0	-	-	-	\$200,000	-	
Segment 2 GV-15	\$ -	\$ 218,278	\$ 4,148,818	\$ 4,367,096	% of Segment within 1/2 mile of TID	-	-	100%	89%	59%	-	100% Funding Coverage
					Eligible \$ of total segment cost	\$0	\$0	\$2,074,409	\$1,847,077	\$1,215,597	\$0	
					Targeted TID Funding Percent	0.00%	-	25.00%	75.00%	-	-	
					Targeted TID Funding Amount	-	-	\$1,037,205	\$3,111,614	-	-	
Segment 3 GV-16	\$ -	\$ 313,724	\$ 4,148,818	\$ 4,462,542	% of Segment within 1/2 mile of TID	-	100%	75%	-	-	81%	100% Funding Coverage
					Eligible \$ of total segment cost	\$0	\$2,074,409	\$1,555,807	\$0	\$0	\$1,676,290	
					Targeted TID Funding Percent	0.00%	-	75.00%	-	-	25.00%	
					Targeted TID Funding Amount	-	-	\$3,111,614	-	-	\$1,037,205	
Segment 4 GV-17	\$ 6,270,267	\$ 153,939	\$ 4,506,447	\$ 4,660,386	% of Segment within 1/2 mile of TID	-	100%	-	22%	-	91%	\$889,839 Funding Gap
					Eligible \$ of total segment cost	\$0	\$4,927,514	\$0	\$0	\$0	\$4,487,557	
					Targeted TID Funding Percent	0.00%	0.00%	-	22.00%	-	60.00%	
					Targeted TID Funding Amount	-	\$0	-	\$912,740	-	\$2,703,868	
Segment 5 GV-18	\$ 12,603,349	\$ 109,579	\$ -	\$ 109,579	% of Segment within 1/2 mile of TID	-	33%	-	-	-	-	100% Funding Coverage
					Eligible \$ of total segment cost	\$0	\$1,234,818	\$0	\$0	\$0	\$0	
					Targeted TID Funding Percent	0.00%	0.00%	-	-	-	-	
					Targeted TID Funding Amount	-	\$0	-	-	-	-	
Total Cost Existing	\$ 19,073,616	\$ 2,584,933	\$ 13,004,083	\$ 15,589,016	Total Available TID Funding	\$0	\$8,236,741	\$3,830,216	\$1,921,477	\$1,415,597	\$6,163,847	\$21,567,878
Total Cost Proposed	\$ 19,073,616	\$ 2,584,933	\$ 13,004,083	\$ 15,589,016	Targeted TID Funding							\$12,114,244
					Total TID Funding Gap							\$ 889,839

Estimated SBC Remaining Funding

TID No.	2026	2027	2028	2029	2030	2031	Total
TID 10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
TID 11	\$ 2,800,000	\$ 1,148,818	\$ 100,000	\$ 100,000	\$ -	\$ -	4,148,818
TID 12	\$ 1,650,000	\$ 1,311,612	\$ 75,000	\$ 75,000	\$ -	\$ -	3,111,612
TID 15	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	200,000
TID 17	\$ 590,000	\$ 670,000	\$ 2,480,000	\$ 12,500	\$ -	\$ -	3,752,500
General Fund	\$ -	\$ -	\$ 887,260	\$ -	\$ -	\$ -	887,260
Total	\$ 5,240,000	\$ 3,130,430	\$ 3,542,260	\$ 187,500	\$ -	\$ -	12,100,190

Available Increment (Cash)	TID Borrowing	Gen Fund Borrowing
\$ 7,472,930	\$ 3,740,000	\$ 887,260

Recommendation:

Staff recommends submitting a written request to Brown County to amend the existing agreement .



City of De Pere, Wisconsin

3.I

Request for Finance/Personnel Committee Action

Meeting Date: April 14, 2026
Department: Finance
From: Pamela Manley, Finance Director
Subject: Cash and Investments Report for February 28th, 2026.
Recommendation:

I have attached a summary of the City's Cash and Investments for your information and review as of February 28th, 2026. I have also attached last year's monthly summary of the accounts, so you can see comparable activity throughout the course of the year for all accounts. The City's interest revenue for February was \$554,509.76. During the month of February, we made tax settlement payments to the other taxing jurisdictions as tax collection concluded. Both the Associated Bank Trust and Charles Schwab Investments increased due to dividends and interest. Feel free to contact me should you have any questions about this item.

Attachments:

Investment Summary-February 2026, Yearly Summary-February 2026, Yearly Summary-2025

DE PERE CASH AND INVESTMENTS SUMMARY

FEBRUARY 28, 2026

CASH ACCOUNTS

CHECKING ACCOUNTS	BALANCE
GENERAL CHECKING	\$ 21,238.58
TAX COLLECTION CHECKING	\$ -
HEALTH CHECKING*	\$ -
DENTAL CHECKING*	\$ -
TOTAL CASH	\$ 21,238.58

INVESTMENTS

	JANUARY 1 BALANCE	FEBRUARY 28 BALANCE	INTEREST AND APPRECIATION	RATE OF RETURN
LGIP	\$ 11,880,035.71	\$ 12,398,620.15	\$ 73,582.82	3.70%
ASSOCIATED BANK TRUST	\$ 5,580,146.36	\$ 5,622,980.31	\$ 42,833.95	9.21%
CHARLES SCHWAB INVESTMENTS	\$ 7,002,013.64	\$ 7,012,704.99	\$ 10,691.35	1.83%
INTRAfi CASH SERVICE (ICS)	\$ 48,885,340.00	\$ 43,657,679.11	\$ 340,666.75	3.60%
ICS - TAX ACCOUNT	\$ 20,453,558.83	\$ 19,352,100.48	\$ 86,734.89	3.60%
TOTAL INVESTMENTS	93,801,094.54	\$ 88,044,085.04	\$ 554,509.76	
TOTAL CASH AND INVESTMENTS	\$ 88,065,323.62			

*Accounts are ZBA (Zero Balance Accounts) to the General Checking

**General & Tax Collection Checking balances sweep and transfer daily to Intrafi Cash Service (ICS) accounts.

Monthly bank fees are netted against the interest.

NOTE: The 2026 Budget included \$2,000,000 in the general fund for interest revenues.

DE PERE CASH AND INVESTMENT YEARLY SUMMARY
FEBRUARY 28, 2026

	31-Jan-2026	28-Feb-2026	31-Mar-2026	30-Apr-2026	31-May-2026	30-Jun-2026
CHECKING ACCOUNTS						
GENERAL CHECKING	58,644.51	21,238.58	-	-	-	-
TAX COLLECTION CHECKING	1,271,397.12	-	-	-	-	-
HEALTH CHECKING	-	-	-	-	-	-
DENTAL CHECKING	-	-	-	-	-	-
TOTAL CASH	\$ 1,330,041.63	\$ 21,238.58	\$ -	\$ -	\$ -	\$ -
INVESTMENTS						
LGIP	12,363,607.46	12,398,620.15	-	-	-	-
ASSOCIATED BANK TRUST	5,591,454.52	5,622,980.31	-	-	-	-
CHARLES SCHWAB INVESTMENTS	7,012,704.99	7,012,704.99	-	-	-	-
INTRAFLI CASH SERVICE (ICS)	59,179,443.60	43,657,679.11	-	-	-	-
ICS - TAX ACCOUNT	14,962,426.53	19,352,100.48	-	-	-	-
TOTAL INVESTMENTS	\$ 99,109,637.10	\$ 88,044,085.04	\$ -	\$ -	\$ -	\$ -
TOTAL CASH AND INVESTMENTS	\$ 100,439,678.73	\$ 88,065,323.62	\$ -	\$ -	\$ -	\$ -

	31-Jul-2026	31-Aug-2026	30-Sep-2026	31-Oct-2026	30-Nov-2026	31-Dec-2026
CHECKING ACCOUNTS						
GENERAL CHECKING	-	-	-	-	-	-
TAX COLLECTION CHECKING	-	-	-	-	-	-
HEALTH CHECKING	-	-	-	-	-	-
DENTAL CHECKING	-	-	-	-	-	-
TOTAL CASH	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
INVESTMENTS						
LGIP	-	-	-	-	-	-
ASSOCIATED BANK TRUST	-	-	-	-	-	-
CHARLES SCHWAB INVESTMENTS	-	-	-	-	-	-
INTRAFLI CASH SERVICE (ICS)	-	-	-	-	-	-
ICS - TAX ACCOUNT	-	-	-	-	-	-
TOTAL INVESTMENTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL CASH AND INVESTMENTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

DE PERE CASH AND INVESTMENT YEARLY SUMMARY
DECEMBER 31, 2025

	31-Jan-2025	28-Feb-2025	31-Mar-2025	30-Apr-2025	31-May-2025	30-Jun-2025
CHECKING ACCOUNTS						
GENERAL CHECKING	8,755,035.10	6,920,951.59	9,302,479.39	8,078,173.90	5,309,622.47	2,137,719.43
REAL & PPT TAX CHECKING	27,032,373.51	12,616,784.81	1,000.00	1,000.00	1,000.00	1,000.00
HEALTH CHECKING	474,815.36	536,579.01	422,196.54	365,583.23	397,111.37	180,410.37
DENTAL CHECKING	87,718.73	83,340.12	85,387.36	84,083.67	87,018.03	91,711.87
TOTAL CASH	\$ 36,349,942.70	\$ 20,157,655.53	\$ 9,811,063.29	\$ 8,528,840.80	\$ 5,794,751.87	\$ 2,410,841.67
INVESTMENTS						
LGIP	11,684,103.57	11,390,123.60	12,812,453.30	13,286,611.84	15,263,762.16	15,280,455.03
ASSOCIATED BANK TRUST	5,342,673.83	5,377,179.54	5,399,549.84	5,433,406.27	5,433,495.49	5,465,004.19
CHARLES SCHWAB INVESTMENTS	6,707,443.35	6,739,321.78	6,768,723.53	6,806,423.44	6,802,158.53	6,853,862.45
MONEY MARKET	3,923,499.08	3,936,621.86	12,972,700.64	13,019,189.17	13,067,399.46	13,114,213.03
TOTAL INVESTMENTS	\$ 27,657,719.83	\$ 27,443,246.78	\$ 37,953,427.31	\$ 38,545,630.72	\$ 40,566,815.64	\$ 40,713,534.70
TOTAL CASH AND INVESTMENTS	\$ 64,007,662.53	\$ 47,600,902.31	\$ 47,764,490.60	\$ 47,074,471.52	\$ 46,361,567.51	\$ 43,124,376.37

	31-Jul-2025	31-Aug-2025	30-Sep-2025	31-Oct-2025	30-Nov-2025	31-Dec-2025
CHECKING ACCOUNTS						
GENERAL CHECKING	1,030,579.89	977,621.96	45,295,158.37	39,402,332.57	38,235,745.62	14,193.44
TAX COLLECTION CHECKING	1,000.00	1,000.00	1,000.00	1,000.00	-	1,969,387.53
HEALTH CHECKING	201,715.26	281,295.76	330,566.54	211,438.27	-	-
DENTAL CHECKING	92,823.92	91,335.28	96,951.47	94,912.78	-	-
TOTAL CASH	\$ 1,326,119.07	\$ 1,351,253.00	\$ 45,723,676.38	\$ 39,709,683.62	\$ 38,235,745.62	\$ 1,983,580.97
INVESTMENTS						
LGIP	20,437,619.26	9,494,068.12	9,528,034.25	9,890,909.95	11,712,549.80	11,880,035.71
ASSOCIATED BANK TRUST	5,468,873.73	5,510,457.63	5,527,356.59	5,543,850.67	5,567,701.52	5,580,146.36
CHARLES SCHWAB INVESTMENTS	6,870,468.23	6,907,507.96	6,930,841.60	6,948,630.82	6,965,813.61	7,002,013.64
MONEY MARKET	12,162,306.27		-	-	-	
ICS - TAX ACCOUNT					1,000.73	20,453,558.83
INTRAFLI CASH SERVICE (ICS)		12,205,863.49	12,248,798.69	12,291,523.10	12,331,646.90	48,885,340.00
TOTAL INVESTMENTS	\$ 44,939,267.49	\$ 34,117,897.20	\$ 34,235,031.13	\$ 34,674,914.54	\$ 36,578,712.56	\$ 93,801,094.54
TOTAL CASH AND INVESTMENTS	\$ 46,265,386.56	\$ 35,469,150.20	\$ 79,958,707.51	\$ 74,384,598.16	\$ 74,814,458.18	\$ 95,784,675.51