AGENDA OF THE COMMON COUNCIL

TUESDAY, DECEMBER 15, 2020, 6:00 PM
Virtual Meeting.
Public may join via Zoom.

A. Zoom Meeting Information.

1. This item contains documents which provide call in information and instructions for the Zoom Meeting.

B. Roll Call.

C. Pledge of Allegiance.

D. Invocation.

1. The invocation will be led by Alder Lynn Gerlach, District 3.

E. Approval of Minutes.

1. Approval of the minutes of the December 1, 2020 Common Council meeting.

F. Approval of the Agenda.

G. Report by the Mayor.

1. 2021 Committee and Council Schedule.

H. Announcements.

I. Recognitions and Awards.

1. Recognition of Police Department maintenance and motor shop crews who worked so hard during the pandemic. Chief Smith would like to also recognize Dean Simon, Lead Mechanic, who is retiring after 30 years of service.

J. Appointments.

1. Appointment of Pam Manley as Emergency Interim Successor to the office of Clerk, effective December 15, 2020.

2. **Reappointments:**
<u>Military Avenue Business Association</u>
Adam Kersten, 1600 Shawano Avenue, Suite 204, Green Bay 54303
Term to expire: December 1, 2023

K. Report of the Finance Committee (December 8, 2020).

1. To advance to Council with no recommendation the request to approve the Axon Officer Safety plan 7+ five-year agreement to not exceed $2,707,837 contingent upon Law Department review and approval.

2. To approve the purchase of a used tractor replacement from Service Motor Company for $41,750.

3. To receive and place on file the distribution of required communication from new auditing firm Baker Tilly US, LLP.

4. To approve a resolution for state trust fund loan for $340,000 (financing reevaluation assessment service for the City 2020-2022) approved at the Common Council meeting November 10, 2020.

5. To refer to staff a request by Ald. Wery to the Finance committee which states: "Due to ongoing reasons of 'inadequate staffing' and 'prioritizing of tasks' in our Law Dept, I am requesting we hire City Ethics Inc, or a similar qualified party, to draft revisions to the city's Code of Ethics and Code of Conduct as recommended in their 2018 findings paid for by the City of Green Bay". Staff to continue working on it and to come back in February to give a status update and to be treated as a priority. In addition, if this does not look to be on track to completed by the end of April or early May then we look at other options to see what can be done to get this project done.

6. To proceed as directed in closed session with pending litigation in Harris v. Meves et al.

   The Committee/Council may convene in closed session pursuant to Section 19.85(1)(g) Wisconsin Statutes for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. The Committee/Council may, thereafter, reconvene in open session pursuant to Section 19.85(2) Wisconsin Statutes to report any actions taken during the closed session and to consider all other matters on the agenda.

7. To receive and place on file the report of the Claims Committee.

   The Committee may convene in closed session pursuant to Section 19.85(1) (g), Wis. Stats., for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. The Committee may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

L. Report of the Redevelopment Authority (December 8, 2020).

1. To refer to staff the JBS/Packerland Packing Site Development Agreement.

The Council may convene in closed session pursuant to Sections 19.85(1)(g), Wis. Stats., for purposes of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. The Council may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

M. Report of the Improvement & Services Committee (December 9, 2020).

1. To approve to reduce the invoice to $40 on request by James Gehr to rescind the bulk waste invoice of $80 at 1104 Shea Avenue.

2. To refer to staff for study to have a traffic barrier installed on Bellevue Street running north from Lilac Lane. (Ald. Galvin)

3. To refer to staff for study a way to install the floating docks when water levels are high and preparing docks at Leicht Park for spring fishing tournament. (Ald. Scannell)

4. To approve the request by the Department of Public Works to award a contract for miscellaneous Architecture and Engineering Services to Berners Schober Associates, Inc. for 2021-2022.

5. To approve the 2021 Sanitary District rates as provided in the Proposed 2021 Sewer Service Charges summary.

6. To approve the 2021 Storm Water Utility rates as follows:

   Monthly charge $10.22/ERU
   Yearly charge $122.70/ERU

7. To approve the report of the Purchasing Manager:

   A. To approve the purchase of a Jet/Vacuum truck from Vactor for the sum of $296,624.00. Sole Source document attached.

   B. To approve the Wastewater Monitoring contract for a period of 2 years with 3 additional one-year options to be awarded to the lowest responsible bidder to RFB #3290 with a not to exceed limit of $250,000 annually.

8. To approve the award of the contract SEWERS 9-20 MUSEUM PLACE STORM LIFT STATION to the low responsive bidder, Advance Construction, Inc., in the amount of $335,556.

9. To receive and place on file the report of actions taken by Department of Public Works

   A. Granting of Licenses

   1. Sidewalk Builder

      a. Andersen Basement Repair, Inc.
      b. Crete Workx

N. Report of the Protection & Policy Committee (December 7, 2020).

1. To approve an available "Class B" Combination license for Skaliwags High Cotton Club Limited at 217 N. Washington with a licensed premises description "all levels of address. 2 floors for business service, basement level beer cooler," with the approval of the proper authorities. (Previously licensed as Fox Heights LLC during the 2019-2020 license year).

2. To approve an appeal by Jennifer Seibert regarding the denial of her operator's license.

3. To approve a request by Ald. Chris Wery to review, with possible action, Ordinance 8.16 'Practice of Massage or Bodywork Therapy Requiring State License' and any other related ordinance and to approve General Ordinance 34-20 as presented by Staff and to refer to staff to review and develop additional business licensing procedures for massage and body works therapy businesses.

4. To approve a request by Ald. Johnson to extend the temporary expansion of licensed premises through Dec. 31, 2021 and approve General Ordinance No. 40-20 as presented by staff with the amendment that the expiration date be December 31, 2021.

5. To refer to staff a request by Ald. Scannell for the City of Green Bay to adopt the following ordinance: The levels of fluoride in the drinking water of the City of Green Bay will be determined by the recommendations of the city's Water Utility Manager and the Wisconsin Department of Health Services along with the consent of the municipalities the water utility serves.

6. To receive and place on file The Liquor Violation Report for December 7, 2020.

O. Report of the Protection & Policy Committee Granting Operator Licenses.

1. Report of the Protection & Policy Committee granting Operator Licenses.

P. Report of the Park Committee (December 9, 2020).

1. To approve entering into a formal lease of the Wildlife Sanctuary Residence to the Wildlife Sanctuary Superintendent.

2. To receive and place on file the placement and relocation of the playground equipment and splash pad at Farlin Park.

3. To approve to purchase one (1) Compact Wheel Loader for $86,324.00 from Brooks Tractor Inc. the lowest responsive, responsible vendor from RFB #3287.

Q. Report of the Personnel Committee (December 8, 2020).

1. To approve the request to fill the following replacement positions and all subsequent vacancies resulting from internal transfers.
   a. Public Works Supervisor - Public Works
   b. Deputy City Clerk - Clerk's Office

2. To hold the request by Ald. Brian Johnson to the Personnel Committee for an update on the alderperson orientation program that was submitted approximately two years ago.

3. To approve and award a 3-year contract for crossing guard services (RFP #3262) to Cross Safe/Everything Parking, Inc. for the estimated amount of $1,338,656 with (2) one-year renewals upon mutual agreement due to the cancellation of the original contract with All City Management Services, Inc.

4. To repeal and replace Personnel Policy Chapter 23.2 Families First Coronavirus Response Act with Chapter 23.3 COVID-19 Paid Sick Leave as amended to begin the benefit for Police and Fire effective December 15, 2020.

R. Receive and Place on File.

1. The Municipal Court Report for November 2020.

2. Building Permit Report for November 2020.

S. Resolutions.

1. To approve a resolution for state trust fund loan for $340,000 (financing reevaluation assessment service for the City 2020-2022) approved at the Common Council meeting November 10, 2020.

2. Resolution drawing final orders to contractors for December 15, 2020.

3. Resolution recognizing Police Department mechanics and motor crews for their outstanding work during the pandemic.

T. Committee of the Whole.

1. For consideration with possible action on an appeal by Stacie Girling regarding the denial of her public vehicle operator license.

   FOR ALL LICENSING ISSUES, the Council may convene in closed session pursuant to §19.85 (1)(b) and/or §19.85 (1)(f) Wis. Stats., for the purpose of considering information with respect to licensing for a person, including financial, social, or personal information. The Council will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

2. For consideration with possible action on General Ordinance 41-20 amending General Ordinance 29-20 relating to required face coverings.

3. Consideration with possible action for the City to not renew the flexible spending account agreement with Total Administrative Services Corporation and enter into an agreement with Employee Benefits Corporation to administer the City's flexible spending account effective January 1, 2021.

U. Ordinances-First and Final Reading for Adoption.

1. General Ordinance No. 40-20
   An ordinance amending General Ordinance No. 20-20 relating to temporary expansion of premises.

2. General Ordinance No. 41-20
   An ordinance amending General Ordinance 29-20 relating to required face coverings.

V. Ordinances - First Reading.

1. General Ordinance No. 34-20
   An ordinance repealing and recreating section8.16, Green Bay Municipal, relating to practice of massage and bodywork therapy requiring state licensing.

W. Referral of Petitions & Communications.

X. Adjournment.

1) SUPPLEMENTAL INFORMATION: The Video of this meeting, Agenda, Agenda Packet, and Minutes are available online at www.greenbaywi.gov/Meetings.
2) ACCESSIBILITY: Any person wishing to attend who requires special accommodation because of a disability, should contact the City Safety Manager at 920-448-3125 at least 48 hours before the scheduled meeting time so that arrangements can be made.
3) QUORUM: Please take notice that a majority or quorum of the Common Council will attend this committee meeting and will constitute a meeting of the Common Council for purposes of discussion and information gathering relative to this agenda.
4) REPRESENTATION: The party requesting the communication, or their representative, should be present at this meeting.

Virtual Meeting Instructions

Common Council 12-15-2020

Zoom Meeting Information

Join Zoom Meeting
https://us02web.zoom.us/j/85099173971

Meeting ID: 850 9917 3971
Passcode: 699916
One tap mobile
+13126266799,,85099173971#,,,,,,0#,,699916# US (Chicago)
+19292056099,,85099173971#,,,,,,0#,,699916# US (New York)

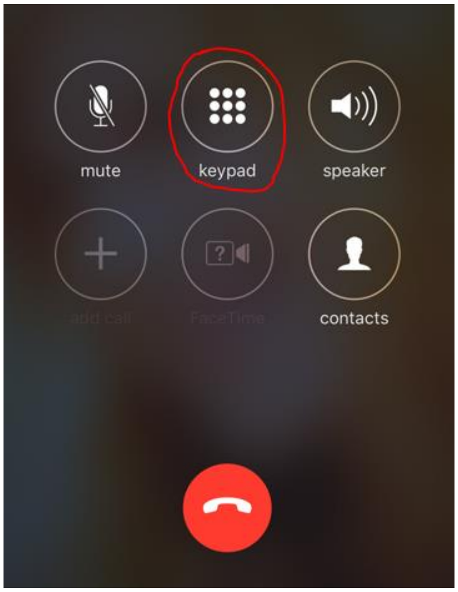
Dial by your location
+1 312 626 6799 US (Chicago)
+1 929 205 6099 US (New York)
+1 301 715 8592 US (Germantown)
+1 346 248 7799 US (Houston)
+1 669 900 6833 US (San Jose)
+1 253 215 8782 US (Tacoma)
Meeting ID: 850 9917 3971
Passcode: 699916
Find your local number: https://us02web.zoom.us/u/khQW6OU8F

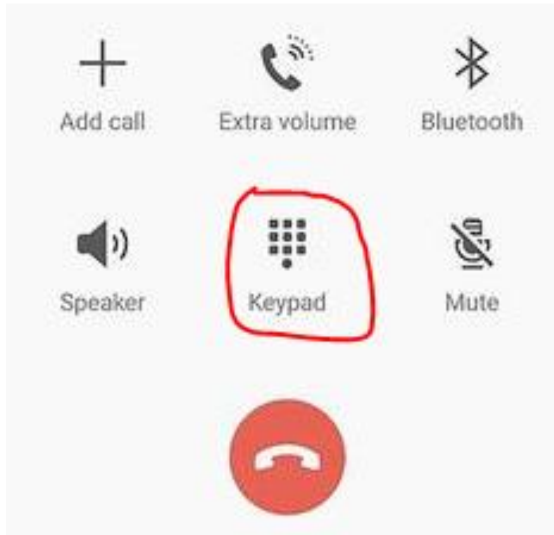
Additional Information

1. Wisconsin Open Meetings Law still applies
    a. Persons interested in speaking to an item must give their name and address
    b. Committee/Commission/Board members will still follow *Roberts Rules of Order*
2. All zoom meetings will have a password in the instructions. Please enter when prompted.
3. Please log into the Zoom meeting 10 minutes before the meeting starts to ensure proper technology is working.
    a. If you are a Board Member, please log into CivicClerk with a computer, laptop, or tablet device.
4. Once you are in the meeting please mute yourselves.
    a. You may unmute yourself when you are called upon to speak.
5. Waiting room
    a. When you call in, all callers/participants will be placed in a "waiting room."
    b. Persons on the agenda will be admitted to the meeting, and then once the item is concluded, the host will permanently mute you from the meeting (you can still hear the meeting).
6. Using Zoom with a tablet or computer
    a. Tablet—you will be asked to sign in. Download the app either with the Apple Store or the Play Store
    b. Computer—you will be asked to sign in. You may download the app or click on the link to open Zoom in your browser.
7. Registering
    a. The host may ask you to register for the meeting. A registration link will be sent to you along with the invite. You'll receive another email confirming that you're registered for the meeting.
    b. If you're using a phone, your registration will still be tied to an email.
8. Raising your hand
    a. Committee members—you can either use CivicClerk and request to speak or you can "raise your hand" in the zoom meeting (you'd need to use a computer or tablet) to let the host know you'd like to speak. You can also un-mute yourselves and start speaking.
    b. Persons on the agenda—you can "raise your hand" but you'd need to use a computer. You will be allowed to speak, per Wisconsin Open Meetings Rules, once the committee has "opened the floor for interested parties to speak." Once the committee is finished with your agenda item, the host will mute you permanently, unless the committee opens the floor again.
9. What devices should I use?
    a. Smart phone (please see more detailed instructions on page 3)
    b. Land line
    c. Tablet—well in advance of the meeting, please download the Zoom Meeting app before you join a meeting by using either the Apple Store or the Play Store. You will be asked to input your name, thus identifying you for the meeting. You'll also be asked to verify your email.
    d. Computer—well in advance of the meeting, please download the Zoom Meeting app, but you can also click on a link to open the Zoom Meeting in your browser. You will be asked to input your name, thus identifying you for the meeting.
    e. For tablet and computer users--if you download the app you will be asked to verify your email.
10. Zoom etiquette
    a. Muting yourselves when you're not talking will prevent your background noise from interfering with others' ability to listen to and participate in the meeting.
    b. If you're using a telephone, please identify yourself with your phone number and name before you speak. Zoom meeting hosts can see only your telephone number and will ask you to identify yourselves.
11. Closed session
    a. Persons in the Zoom meeting will be put into a waiting room while the committee meets in Closed Session. Participants will be admitted back into the Zoom meeting once the committee reconvenes in Open Session.
    b. Persons watching live on YouTube will see a gray screen with the City logo during closed session.
12. Persons interested in listening to the meeting can go to www.youtube.com/CityofGreenBay

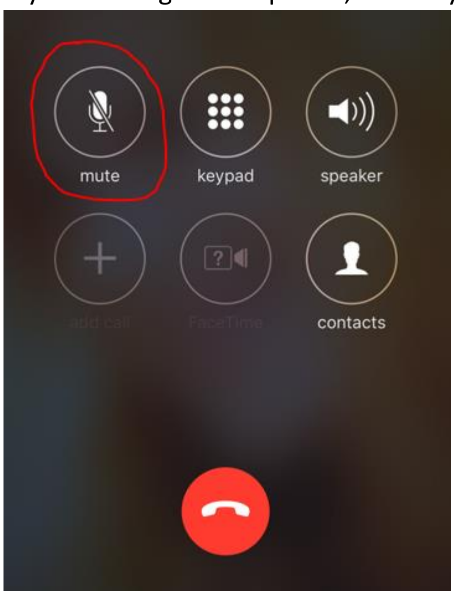
Calling into the Zoom meeting using a smartphone

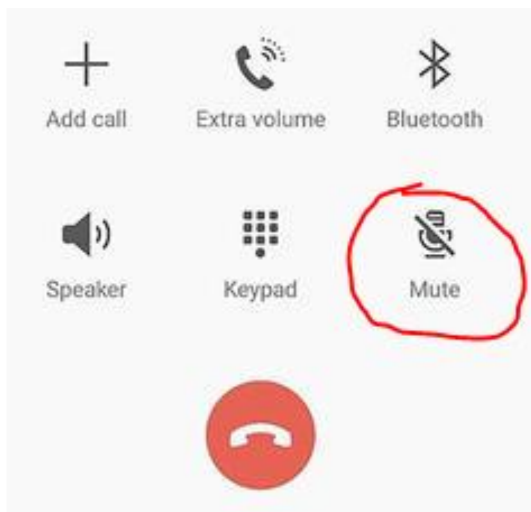
1. Dial the phone number listed at the beginning of this document.
2. When prompted, enter the Meeting ID number followed by **#**
    a. If you're using a smartphone, you can access the keypad by clicking "Keypad" on your screen

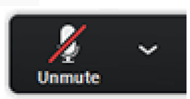




3. Once you are in the meeting, notify the meeting host that you are in and state your name.
4. If you do not need to talk, please make sure your phone is on **Mute**
    a. If you're using a smartphone, look at your screen and click the Mute button





    b. If you're using a computer, you should see a Mute button in the Zoom application 

Report to the
Common Council
of the City of Green Bay

MEETING DATE	PREPARED BY
December 15, 2020	

AGENDA ITEM # 1.1

Recognition of Police Department maintenance and motor shop crews who worked so hard during the pandemic. Chief Smith would like to also recognize Dean Simon, Lead Mechanic, who is retiring after 30 years of service.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

Report to the
Finance Committee
of the City of Green Bay

MEETING DATE	PREPARED BY
December 15, 2020	

AGENDA ITEM # K.1

To advance to Council with no recommendation the request to approve the Axon Officer Safety plan 7+ five-year agreement to not exceed $2,707,837 contingent upon Law Department review and approval.

BACKGROUND

Summary of cost for the Officer Safety Plan 7+ package that bundles hardware, software, accessories, training programs, 24/7 customer support, equipment refreshes, and warranties together, to help equip officers with the solutions they need.

Body Camera	$1,877,781
Tasers	$ 534,708
Car cameras	$ 295,349
TOTAL	$2,707,838

Reference:
1. https://www.ncjrs.gov/pdffiles1/nij/grants/251416.pdf Las Vegas Metro Case Study. Pages 22-25 refers to the cost analysis and savings from implementing body cameras.
2. https://www.sourcewell-mn.gov/cooperative-purchasing/010720-axn#tab-contract-documents link for the Sourcewell contract/RFP.

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Green Bay PD OSP7+ Summary - Final 12-10-2020
2. Green Bay Police Dept. - WI - Final Quote (2)
3. RFP Sourcewell - Axon 12-10-20
4. Green Bay Axon MSPA final 12-10-20
5. The Benefits of Body-Worn Cameras_ New Findings from Trial LA Metropolitan Police Department-summary

A X O N   E N T E R P R I S E ,   I N C .

OFFICER SAFETY PLAN 7+
FIVE-YEAR QUOTE SUMMARY

GREEN BAY POLICE DEPARTMENT

Axon Enterprise, Inc.
17800 North 85th Street
Scottsdale, AZ 85255
Phone: 800.978.2737
December 10, 2020

OFFICER SAFETY PLAN 7+

Axon's Officer Safety Plan 7+ (OSP) package bundles hardware, software, accessories, training programs, 24/7 customer support, equipment refreshes, and warranties together, to help equip your officers with the solutions they need. Whether easing your administrative burden back at the station or protecting your officers in the field, Green Bay PD will receive the following program features and products to help you meet your goals.

HARDWARE COMPONENTS

- 150 TASER 7 CEWs and Battery Packs
- 2 TASER 7 Docks and Wall Mounts
- TASER 7 Cartridges
  - Includes Field Use, Inert, Hook and Loop Training (HALT), Training Live, and Duty Replacement Live cartridges
- HALT Suit, Target, and Target Frame
- Oculus Go Headset
- Axon Body-Worn Cameras w/ Two Upgrades
- 190 Axon Body-Worn Cameras
- 24 8-Bay Docks and Wall Mounts w/ Two Upgrades
- 1 Body-Worn Camera Mount per Camera
- 190 Axon Signal Sidearm

SOFTWARE COMPONENTS

- 150 Axon Evidence Taser 7 User License
- 2 Axon Evidence Taser 7 Admin License
- 190 Axon Evidence Professional Licenses
- 1 Axon Evidence Viewer Licenses
- 1 Redaction Assistant License
- 190 Axon Aware+ Licenses
- 190 Axon Performance Licenses
- 1 Axon Citizen for Communities License
- Axon Capture and Citizen One-to-One
- 190 Axon Standards
- Channel Services
- 500GB of Storage (Non-Axon Data)
- Unlimited Storage (Axon Data Only)

TRAINING & SUPPORT

- TASER 7 Instructor Course Vouchers
- TASER 7 Master Instructor Course Vouchers
- Axon VR Empathy Training
- Online Training Content
- Auto-Tagging Service

WARRANTIES & REFRESHES

- One-Year TASER 7 Manufacturer Warranties
- TASER 7 Extended Warranties
- Five-Year Axon Body-Worn Camera Warranty
- Five-Year Axon Dock Warranty
- Body-Worn Camera and Dock Refreshes

COST OVERVIEW	
OSP Program Length	Five Years
Refresh Schedule	Axon BWC – 30 & 60 months Axon Docks – 30 & 60 months Fleet – 60 months
Cost Per User Per Month	$199
SAVINGS OVERVIEW	
Bundled Savings	$618,000
Additional Discount	$150,000
Axon/Packers Partnership Discount	$168,690
Packers Contribution	$757,389
TOTAL SAVINGS OFFERED	$1,694,079

BILLING SCHEDULE	
Payment Year	Cost per Year (190 Officers) Including Fleet
Year 1	$21,600
Year 2	$307,316.25
Year 3	$526,110.75
Year 4	$547,710.75
Year 5	$547,710.75
ESTIMATED TOTAL W/ TAX	$1,950,448.50

DETAILED PROGRAM DELIVERABLES

<table>
<tr><th>HARDWARE</th><th>YEAR 1</th><th>YEAR 2</th><th>YEAR 3</th><th>YEAR 4</th><th>YEAR 5</th></tr>
<tr><td>TASER 7 (Handles and Holsters)</td><td>X</td><td></td><td></td><td></td><td></td></tr>
<tr><td>TASER 7 Battery Packs</td><td>X</td><td></td><td></td><td></td><td></td></tr>
<tr><td>TASER 7 Docks and Wall Mounts</td><td>X</td><td></td><td></td><td></td><td></td></tr>
<tr><td>Field Use and Inert Cartridges</td><td>X</td><td></td><td></td><td></td><td></td></tr>
<tr><td>Training HALT Cartridges</td><td>X</td><td>X</td><td></td><td></td><td></td></tr>
<tr><td>Training Live Cartridges</td><td colspan="5">X</td></tr>
<tr><td>Duty Cartridge Replenishment Plan (unlimited)</td><td colspan="5">X</td></tr>
<tr><td>HALT Suit, Target, and Target Frame</td><td>X</td><td></td><td></td><td></td><td></td></tr>
<tr><td>Oculus Go Headset</td><td>X</td><td></td><td></td><td></td><td></td></tr>
<tr><td>Axon Body-Worn Camera</td><td>X</td><td>X</td><td></td><td></td><td>X</td></tr>
<tr><td>Axon Body-Worn Camera, Docks,
Wall Mounts, and Accessories</td><td>X</td><td>X</td><td></td><td></td><td>X</td></tr>
<tr><td>Axon Signal Sidearm</td><td>X</td><td></td><td></td><td></td><td></td></tr>
<tr><th colspan="6">SOFTWARE</th></tr>
<tr><td>Axon Evidence Taser 7 User License</td><td colspan="5">X</td></tr>
<tr><td>Axon Evidence Taser 7 Admin License</td><td colspan="5">X</td></tr>
<tr><td>Axon Evidence Professional License</td><td colspan="5">X</td></tr>
<tr><td>Axon Evidence Viewer License</td><td colspan="5">X</td></tr>
<tr><td>Redaction Assistant</td><td colspan="5">X</td></tr>
<tr><td>Axon Aware+</td><td colspan="5">X</td></tr>
<tr><td>Axon Performance</td><td colspan="5">X</td></tr>
<tr><td>Axon Citizen for Communities</td><td colspan="5">X</td></tr>
<tr><td>Axon Capture and Citizen One-to-One</td><td colspan="5">X</td></tr>
<tr><td>Axon Records</td><td colspan="5">X</td></tr>
<tr><td>Axon Standards (Included with Records)</td><td colspan="5">X</td></tr>
<tr><td>Channel Services</td><td>X</td><td></td><td></td><td></td><td></td></tr>
<tr><td>Storage*</td><td colspan="5">X</td></tr>
<tr><th colspan="6">SERVICES</th></tr>
<tr><td>TASER 7 Instructor Course Voucher</td><td colspan="5">X</td></tr>
<tr><td>TASER 7 Master Instructor School Voucher</td><td colspan="5">X</td></tr>
<tr><td>Axon VR Empathy and Online Training</td><td colspan="5">X</td></tr>
<tr><td>Auto-Tagging Service</td><td colspan="5">X</td></tr>
<tr><td>Axon Evidence Channel Services and Support</td><td colspan="5">X</td></tr>
<tr><th colspan="6">WARRANTIES</th></tr>
<tr><td>TASER 7 Manufacturer + Extended Warranties</td><td colspan="5">X</td></tr>
<tr><td>Axon Body-Worn Camera and Dock
Manufacturer + Extended Warranties</td><td colspan="5">X</td></tr>
</table>

*Includes 500GB of storage for non-Axon data and unlimited storage for Axon data only.

IN CONCLUSION

By investing in our solutions as a bundle—versus a la carte purchases—Green Bay PD will receive an overall savings of $1,694,079 over the span of a 5-year contract for 190 officers. This savings includes our preferred partnership pricing per our agreement with the Packers and their contribution to Green Bay PD.

The Fleet (in-car) purchase is on the same quote and included in the price here, but not broken down in this summary.

For your convenience, we have also included a link to our Axon's Master Services and Purchasing Agreement for your review.

If you have any questions regarding our solutions or pricing, please contact:

AXON CONTACT	TASER CONTACT
Axon Account Executive	TASER Account Manager
Kelsey Donohue	Todd Thueson
480-430-0743	480-489-9680
kelsey@axon.com	tthueson@taser.com

Please note, to sign a deal with Axon Enterprise, Inc., all accounts must be current, and any outstanding invoices must be paid.

We look forward to working with Green Bay PD to help bolster your current workflows by joining our technology—designed specifically for law enforcement—with your personnel.

PROTECT LIFE

APPENDIX

DETAILED PRODUCT OVERVIEW

\\WHAT'S INCLUDED

TASER 7 – Receive Axon's latest TASER CEW—our most effective and connected device ever—and access to our TASER 7 Certification Plan that includes holsters, rechargeable batteries, cartridges, instructor and end-user training, and access to ongoing online and VR training content.

OCULUS GO HEADSET AND TASER VR EMPATHY TRAINING – Provides agencies with a low-cost, easily-accessible training option to support their Use of Force or Crisis Intervention training programs. Produced in collaboration with experts in crisis intervention as well as clinicians and behavioral analysts, Axon's VR-based content is delivered in 360-Video on an Oculus Go headset and provides trainees with a first-person point-of-view of both a subject in crisis and a responding officer in various scenarios

AXON BODY 3 WITH AWARE – Unlock added value with Axon's connected camera, Axon Body 3, where advanced imaging and audio meet real-time awareness. Additionally, OSP 7+ users benefit from an Axon Aware+ license that enables real-time alerts, live maps, and access to live streams from Axon Evidence and the Axon Aware mobile application.

AXON SIGNAL SIDEARM – Capture vital footage by adding a sensor to your holster that alerts your camera to start recording when a firearm is unholstered.

AXON EVIDENCE – Axon Evidence is a DEMS built to meet the demands of modern policing. Feature-rich, cloud-based, and scalable, our system makes it easy to manage, access, and share data, while maintaining security and chain of custody.

REDACTION ASSISTANT – Cut down redaction work significantly by letting the Redaction Assistant automatically detect and track the screens, license plates, and faces in a video.

AXON PERFORMANCE – Streamline supervisor reviews and measure your body-worn camera policy performance in near real-time, and identify areas to improve training and establish clearer policies.

AXON CITIZEN FOR COMMUNITIES – With Axon Citizen, you can invite individual witnesses, or the entire community, to submit photos and videos of an incident directly to your agency. One-to-one submissions and community-wide portals help get to the truth quickly.

AXON CAPTURE – A mobile application built for your smartphone to easily record photo, audio, and video evidence without leaving the scene.

AXON CITIZEN ONE-TO-ONE – Allows community members with pertinent evidence to make one-to-one submissions from the Axon Capture mobile application.

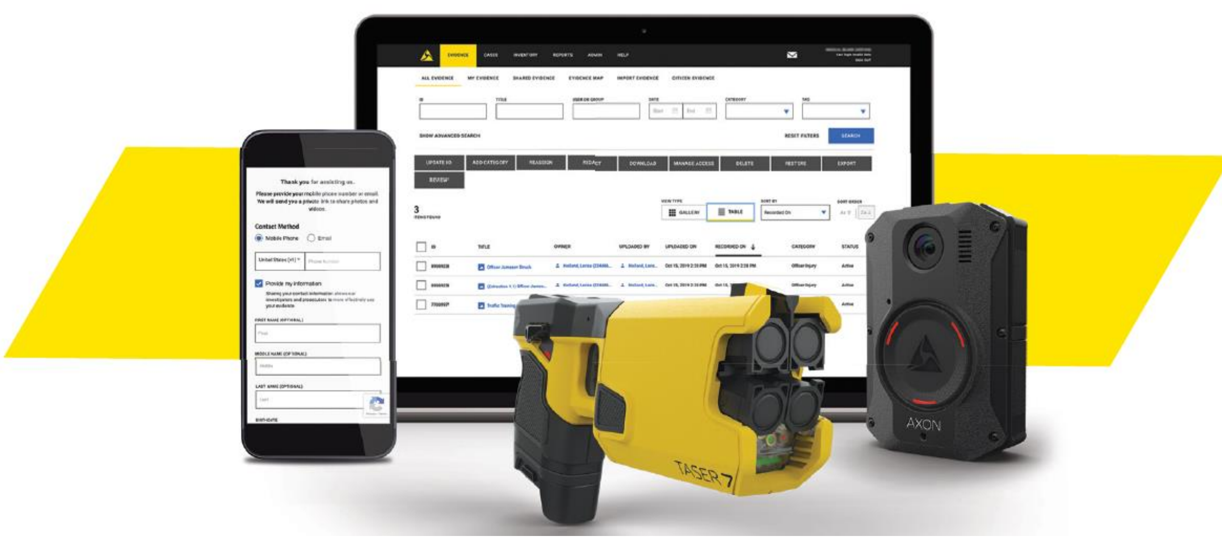
AXON RECORDS – Axon Records allow agencies to take advantage of automated workflows related to creating reports, responding to calls for service, engaging with community members, and bringing criminals to justice.

AXON STANDARDS – An Axon Records module designed to streamline report-writing for high-risk officer-involved events such as use-of-force, provide clear task delegation and automated reminders; and offer robust data management capabilities.

CHANNEL SERVICES – Unite your third-party data onto one centralized platform and migrate data from up to three sources into Axon Evidence.

AUTO-TAGGING – Take information from your existing CAD/RMS to automatically add metadata to your videos housed in Axon Evidence.

ABUNDANT THIRD-PARTY STORAGE – Store third-party data with 500GB of storage per license.



DEDICATION TO CUSTOMER SUCCESS

Once a solution is delivered, most agencies are left asking, what's next? Axon has you covered. We are committed to providing Green Bay PD with post-sales and post-deployment support. Whether that be troubleshooting assistance, technical support, additional training, consulting advice, or help with exchanging and returning equipment, our dedicated team is here for you. Through regular communication, our knowledgeable staff can offer Green Bay PD the support you should expect from a service provider. This support includes access to:

- 24/7 CUSTOMER SUPPORT – Axon's full customer support division available via live phone support, 24 hours a day, seven days a week.
- PROFESSIONAL SERVICES – Experienced and skilled personnel who are involved in the implementation, development, deployment, management, and support of your Axon program
- SALES ENGINEERS (SE) – SEs own the technical aspects of the sales process and have the technical mindset which allows them to understand complex systems and solve intricate challenges involving hardware, software, and network issues
- CUSTOMER SUCCESS MANAGERS – Dedicated Axon personnel assigned per agency who communicate important operating system/firmware and hardware updates, identify day-to-day bugs, and address general issues, as well as fulfill hardware refreshes and deployment of new equipment, conduct quarterly business reviews with customers, and identify important customer feature requests
- SUBJECT MATTER EXPERTS (SME) – SMEs have vast experience in Axon products and an understanding of the complex issues that affect law enforcement around the world
- ECOMMERCE – Axon's online store available to clients for an expedited purchasing experience on smaller orders
- CONSULTANTS – Part-time expert consultants, made up of retired law enforcement leaders, who deliver service on smaller projects and serve as additional resources on large projects
- AXON'S EXECUTIVE TEAM – A leadership team with broad business and technology experience
- AXON'S CEW TEAM – A team of experienced CEW sales reps, engineers, and SMEs
- CURRENT CLIENT EXPERIENCE – Reference information provided by our current clients to demonstrate our experience working with agencies of similar size and scope of work
- AXON ACCELERATE – Axon's user conference brings members of the law enforcement community, technology leaders, and prosecutors together to learn how agencies can make policing more effective and efficient with Axon products
- ACCOUNT MANAGEMENT HELP – Available assistance when issues arise with an agencies account
- LUNCH AND LEARNS – Short informational sessions to share knowledge across and within different disciplines at Axon
- LEARNING AND DEVELOPMENT – Ongoing training courses that cover and promote proper software and hardware use and compliance

Our goal is to provide Green Bay PD with the necessary assistance to help make the most of the solutions you count on every day. With a network of resources dedicated and designed to meet the needs of law enforcement, Axon is here to help.

Green Bay Police Dept. - WI

AXON SALES REPRESENTATIVE
Kelsey Donohue
(480) 430-0743
kelsey@taser.com

ISSUED
11/24/2020

Q-271536-44160.682KD

Issued: 11/24/2020

Quote Expiration: 12/15/2020

Account Number: 106256

Payment Terms: Net 30
Delivery Method: Fedex - Ground

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

SHIP TO
Jason Bamman
Green Bay Police Dept. - WI
307 S. ADAMS ST.
Green Bay, WI 54301
US

BILL TO
Green Bay Police Dept. - WI
307 S. ADAMS ST.
Green Bay, WI 54301
US

SALES REPRESENTATIVE
Kelsey Donohue
Phone: (480) 430-0743
Email: kelsey@taser.com
Fax:

PRIMARY CONTACT
Jason Bamman
Phone: 920-448-3037
Email: jasonba@greenbaywi.gov

Year 1 - Unlimited 7+

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
73687	EVIDENCE.COM VIEWER LICENSE	60	2	0.00	0.00	0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60	190	0.00	0.00	0.00
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	60	190	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	9,500	0.00	0.00	0.00
73680	AWARE PLUS LICENSE	60	190	0.00	0.00	0.00
73681	AXON RECORDS FULL	60	190	0.00	0.00	0.00
73739	PERFORMANCE LICENSE	60	190	0.00	0.00	0.00
73682	AUTO TAGGING LICENSE	60	190	0.00	0.00	0.00
Hardware						
73202	AXON BODY 3 - NA10		190	699.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		190	0.00	0.00	0.00
11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK		209	0.00	0.00	0.00
74210	AXON BODY 3 - 8 BAY DOCK		24	1,495.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		24	43.90	0.00	0.00
Other						
Unlimited 7+ 5 YEAR BUNDLE	Unlimited 7+ 5 YEAR BUNDLE	60	190	0.00	0.00	0.00

Protect Life.

Year 1 - Unlimited 7+ (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
20410	UNLIMITED 7 + PAYMENT YEARS 1-5	12	190	2,028.00	3,931.20	746,928.00
Citizen for Communities Not Required	Citizen for Communities Not Required		190	0.00	0.00	0.00
Redaction Assistant Not Required	Redaction Assistant Not Required		190	0.00	0.00	0.00
Not Eligible/Customer Declined Channel Services	Not Eligible/Customer Declined Channel Services		190	0.00	0.00	0.00
73827	AB3 CAMERA TAP WARRANTY	60	190	0.00	0.00	0.00
Evidence.com Channel Services SMA Not Required	Evidence.com Channel Services SMA Not Required		190	0.00	0.00	0.00
73828	AB3 8 BAY DOCK TAP WARRANTY	60	24	0.00	0.00	0.00
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		24	0.00	0.00	0.00
Services						
79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE		1	0.00	0.00	0.00
85144	AXON STARTER		1	2,750.00	2,615.25	2,615.25
85147	CEW STARTER		1	2,750.00	2,615.25	2,615.25
85144	AXON STARTER		1	2,750.00	2,615.25	2,615.25
85147	CEW STARTER		1	2,750.00	2,615.25	2,615.25
					Subtotal	757,389.00
					Estimated Shipping	0.00
					Estimated Tax	0.00
					Total	757,389.00

Year 1 - T7 Certification

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	60	2	0.00	0.00	0.00
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	60	150	0.00	0.00	0.00
20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS LICENSE	60	150	0.00	0.00	0.00
Hardware						
20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER		135	0.00	0.00	0.00
20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER		15	0.00	0.00	0.00
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT		4	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		300	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		300	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		300	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		300	0.00	0.00	0.00
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		150	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR		150	0.00	0.00	0.00
20018	TASER 7 BATTERY PACK, TACTICAL		180	0.00	0.00	0.00
20041	TASER 7 BATTERY PACK WARRANTY, 4-YEAR		180	0.00	0.00	0.00
80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7		4	0.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4-YEAR		2	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		2	0.00	0.00	0.00
74200	TASER 7 6-BAY DOCK AND CORE		2	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		450	0.00	0.00	0.00

Year 1 - T7 Certification (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		450	0.00	0.00	0.00
22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS		50	0.00	0.00	0.00
22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		50	0.00	0.00	0.00
Other						
20237	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	150	720.00	144.00	21,600.00
20135	OCULUS GO STANDALONE VIRTUAL REALITY HEADSET		4	0.00	0.00	0.00
20247	TASER 7 ONLINE TRAINING CONTENT ACCESS LICENSE	60	150	0.00	0.00	0.00
20249	VR EMPATHY DEVELOPMENT STARTER CONTENT ACCESS	60	150	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		2	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)		4	0.00	0.00	0.00
					Subtotal	21,600.00
					Estimated Tax	0.00
					Total	21,600.00

Year 1 - Fleet

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80217	FLEET 2 UNLIMITED WITH TAP PAYMENT	12	45	1,548.00	0.00	0.00
Hardware						
80214	FLEET EVIDENCE.COM UNLIMITED STORAGE	60	45	0.00	0.00	0.00
71088	AXON FLEET 2 KIT		45	0.00	0.00	0.00
87069	TECH ASSURANCE PLAN FLEET 2 KIT WARRANTY	60	45	0.00	0.00	0.00
74110	CABLE, CAT6 ETHERNET 25 FT, FLEET		45	15.00	0.00	0.00
Other						
87050	FLEET VIEW XL ACCESS LICENSE	60	45	0.00	0.00	0.00

Protect Life.

Year 1 - Fleet (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Services						
80131	TRAIN INSTALLER OR INSTALL FACILITY, 2 DAYS ONSITE, PER SITE		1	6,000.00	0.00	0.00
11620	ADDITIONAL CUSTOM FLEET TRIGGER and INSTALLATION (1 PER)		90	99.00	0.00	0.00
WiFi Offload						
80218	WI-FI OFFLOAD, SOFTWARE LICENSE MAINTENANCE	60	2	0.00	0.00	0.00
80219	WI-FI OFFLOAD, SOFTWARE MAINTENANCE PAYMENT	1	2	50.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

Spares

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		5	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR		5	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
20410	UNLIMITED 7 + PAYMENT YEARS 1-5	12	190	2,028.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

Year 2 - T7 Certification

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		300	0.00	0.00	0.00

Year 2 - T7 Certification (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		300	0.00	0.00	0.00
Other						
20237	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	150	720.00	1,176.72	176,508.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		2	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
					Subtotal	176,508.00
					Estimated Tax	0.00
					Total	176,508.00

Year 2 - Trade In Debit

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
20156	TASER 7 TRADE-IN TASER 60 PREMIUM		50	0.00	684.00	34,200.00
					Subtotal	34,200.00
					Estimated Tax	0.00
					Total	34,200.00

Year 2 - Fleet

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80217	FLEET 2 UNLIMITED WITH TAP PAYMENT	12	45	1,548.00	2,146.85	96,608.25
WiFi Offload						
80219	WI-FI OFFLOAD, SOFTWARE MAINTENANCE PAYMENT	1	2	50.00	0.00	0.00
					Subtotal	96,608.25
					Estimated Tax	0.00
					Total	96,608.25

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73309	AXON CAMERA REFRESH ONE		190	0.00	0.00	0.00
20410	UNLIMITED 7 + PAYMENT YEARS 1-5	12	190	2,028.00	1,965.60	373,464.00

Year 3 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
73689	MULTI-BAY BWC DOCK 1ST REFRESH		24	0.00	0.00	0.00
					Subtotal	373,464.00
					Estimated Tax	0.00
					Total	373,464.00

Year 3 - T7 Certification

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		300	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		300	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		300	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		300	0.00	0.00	0.00
Other						
20237	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	150	720.00	576.00	86,400.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		2	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
					Subtotal	86,400.00
					Estimated Tax	0.00
					Total	86,400.00

Year 3 - Fleet

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80217	FLEET 2 UNLIMITED WITH TAP PAYMENT	12	45	1,548.00	1,472.15	66,246.75
WiFi Offload						
80219	WI-FI OFFLOAD, SOFTWARE MAINTENANCE PAYMENT	1	2	50.00	0.00	0.00
					Subtotal	66,246.75
					Estimated Tax	0.00
					Total	66,246.75

Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
20410	UNLIMITED 7 + PAYMENT YEARS 1-5	12	190	2,028.00	1,965.60	373,464.00
					Subtotal	373,464.00
					Estimated Tax	0.00
					Total	373,464.00

Year 4 - T7 Certification

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		300	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		300	0.00	0.00	0.00
Other						
20237	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	150	720.00	720.00	108,000.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		2	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
					Subtotal	108,000.00
					Estimated Tax	0.00
					Total	108,000.00

Year 4 - Fleet

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80217	FLEET 2 UNLIMITED WITH TAP PAYMENT	12	45	1,548.00	1,472.15	66,246.75
WiFi Offload						
80219	WI-FI OFFLOAD, SOFTWARE MAINTENANCE PAYMENT	1	2	50.00	0.00	0.00
					Subtotal	66,246.75
					Estimated Tax	0.00
					Total	66,246.75

Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73310	AXON CAMERA REFRESH TWO		190	0.00	0.00	0.00
20410	UNLIMITED 7 + PAYMENT YEARS 1-5	12	190	2,028.00	1,965.60	373,464.00
73688	MULTI-BAY BWC DOCK 2ND REFRESH		24	0.00	0.00	0.00
					Subtotal	373,464.00
					Estimated Tax	0.00
					Total	373,464.00

Year 5 - T7 Certification

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		300	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		300	0.00	0.00	0.00
Other						
20237	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	150	720.00	720.00	108,000.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		2	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
					Subtotal	108,000.00
					Estimated Tax	0.00
					Total	108,000.00

Year 5 - Fleet

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80217	FLEET 2 UNLIMITED WITH TAP PAYMENT	12	45	1,548.00	1,472.15	66,246.75
Other						
73335	FLEET CAMERA REFRESH (ONE FRONT AND ONE REAR)		45	0.00	0.00	0.00

Year 5 - Fleet (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
WiFi Offload						
80219	WI-FI OFFLOAD, SOFTWARE MAINTENANCE PAYMENT	1	2	50.00	0.00	0.00
					Subtotal	66,246.75
					Estimated Tax	0.00
					Total	66,246.75

Grand Total	**2,707,837.50**

Discounts (USD)

Quote Expiration: 12/15/2020

List Amount	3,011,728.60
Discounts	303,891.10
Total	**2,707,837.50**

Total excludes applicable taxes

Summary of Payments

Payment	Amount (USD)
Year 1 - Unlimited 7+	757,389.00
Year 1 - T7 Certification	21,600.00
Year 1 - Fleet	0.00
Spares	0.00
Year 2	0.00
Year 2 - T7 Certification	176,508.00
Year 2 - Trade In Debit	34,200.00
Year 2 - Fleet	96,608.25
Year 3	373,464.00
Year 3 - T7 Certification	86,400.00

Summary of Payments (Continued)

Payment	Amount (USD)
Year 3 - Fleet	66,246.75
Year 4	373,464.00
Year 4 - T7 Certification	108,000.00
Year 4 - Fleet	66,246.75
Year 5	373,464.00
Year 5 - T7 Certification	108,000.00
Year 5 - Fleet	66,246.75
Grand Total	**2,707,837.50**

STATEMENT OF WORK & CONFIGURATION DOCUMENT

Axon Fleet In-Car Recording Platform

This document details a proposed system design

Agency Created For: Green Bay Police Dept. - WI

Quote: Q-271536-44160.682KD

Sold By:	Kelsey Donohue
Designed By:	Matthew Karsten
Installed By:	Customer
Target Install Date:	

V-3.26.18

VEHICLE OVERVIEW

SITE NAME	CUSTOMER NAME
Headquarters	Green Bay Police Dept. - WI

Total Configured Vehicles

- 45 Total Vehicles with this Configuration

Video Capture Sources

- 90 Total Cameras Deployed
- 1 Axon Signal Unit(s) Per Vehicle

Mobile Data Terminal Per Vehicle

- 1 Located In Each Vehicle

Mobile Router Per Vehicle

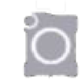
- 1 Sierra Wireless MP70 @5Ghz

Offload Mechanism

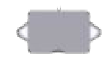
- Wi-Fi

Evidence Management System

- Evidence.com



Axon Camera



Signal Unit

In-Car Router

Battery Box

SYSTEM CONFIGURATION DETAILS

The following sections detail the configuration of the Axon Fleet In-Car System

Vehicle Hardware

Vehicle Hardware	2	Axon Fleet Cameras will be installed in each vehicle
	2	Axon Fleet Battery Boxes will be installed in each vehicle
	1	Axon Signal Units will be installed in each vehicle
	1	Sierra Wireless MP70 @5Ghz router will be installed in each vehicle
Axon Battery Boxes	The battery box provides power to its connected camera for up to 4 hours allowing for video offload while the vehicle ignition state is OFF and the MDT is connected and available.	
Signal Activation Methods	When triggered, the Axon Signal Vehicle (ASV) device will activate the recording mechanism for all configured Axon cameras within 30 feet of the vehicle.	
Mobile Data Terminal	Each vehicle will be equipped with a Mobile Data Terminal provided by the customer.	
Mobile Data Terminal Requirements	**Operating System:** Windows 7 or Windows 10 - x32 or x64 with the most current service packs and updates **Hard Drive:** Must have 25GB+ of free disk space **RAM/Memory:** Windows 7 - 4GB or greater | Windows 10 - 8GB or greater **Ethernet Port:** The system requires the MDT to have one dedicated and available Ethernet port reserved for an Ethernet cable from router. The Ethernet port can be located on an electronic and stationary mobile docking station. If a docking station is used, it is the preferred location for the Ethernet port. **Wi-Fi Card:** The system requires an 802.11n compatible Wi-Fi card using 5Ghz band. **USB Ports:** If the computer is assigned to the officer and does not remain with the vehicle, then the number dongles ordered should equal the number of officers or the number of computers assigned. At least one dedicated and available USB 2.0 port for the Fleet USB dongle USB Port on MDT or Dock.	

Additional Considerations	If the customer has a MiFi hotspot, embedded cellular, or USB 4G, then the customer must purchase a Cradlepoint router with an external antenna and Cradlecare. For agencies that use NetMotion Mobility, Axon traffic must be passed through; such that it does not use the Mobility VPN tunnel. Customer must provide IT and / or Admin resources at time of installation to ensure data routing if functional for Axon Fleet operation.	
	In the event an Agency is unable to support the IT requirements associated with the installation, Axon reserves the right to charge the Agency for additional time associated with on-site work completed by an Axon Employee.	
Hardware Provisioning	Customer will provide the following router for all vehicles:	Sierra Wireless MP70 @5Ghz
	The customer will provide a MDT for each vehicle	

In-Car Network Considerations

Network Requirements	Sierra Wireless MP70 @5Ghz will create a dedicated 5Ghz WiFi network within each vehicle. This network will join the Axon Fleet cameras and Mobile Data Terminal together.			
Network Addressing	**IP Addressing**		**Total IPs Required**	
	Axon Fleet Cameras	90	180	
	Mobile Data Terminal	45		
	Sierra Wireless MP70 @5Ghz	45		
Hardware Provisioning	Customer to provide all IP addressing and applicable network information			

Network Consideration Agreement

Network Consideration Agreement	Customer acknowledges the minimum requirements for the network to support this Statement of Work.
	All Axon employees performing services under this SOW are CJIS certified.
	If the network provided by Customer does not meet the minimum requirements, or in the event of a requested change in scope of the project, a Change Order will be required and additional fees may apply. Additional fees would also apply if Axon is required to extend the installation time for reasons caused by the customer or the customer network accessibility.

Professional Services & Training

Project Management	Axon will assign a Project Manager that will provide the expertise to execute a successful Fleet camera deployment and implementation. The Project Manager will have knowledge and experience with all phases of the project management lifecycle and with all application modules being implemented. He/she will work closely with the customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables.
Vehicle Installation	Customer will be performing the installation of all Axon Fleet vehicle hardware. Installation services purchased from Axon include a "clip" and removal of existing in-car system hardware. This does not include "full removal" of existing wiring. A "full removal" of all existing hardware and wiring is subject to additional fees. Axon provides basic Fleet operation overview to the customer lead and/or Admin at the time of install. Clip vs Rip installation removal: ○ It is necessary to differentiate between the type of equipment removal to be provided by Axon. Standard Fleet Installation includes hardware removal in a fashion considered "Clip" which means Axon cuts the wires from the old system without removing multiple panels, removing all wiring and parts from the old system. In the case Axon removes the hardware Axon is not responsible for the surplus of hardware or any devices that may have been physically integrated with the removed system. In some situations, radar systems are integrated with the in-car video system and have a cable that connects to the system, if Axon removes the old in car system then Axon is not responsible for the radar system as part of the removal. ○ A "Rip" removal should be contracted through ProLogic directly. The Rip would be similar to a complete and full removal, which is more common when they retire a vehicle from service.
Custom Trigger Installation	Axon Signal Units have multiple trigger configuration options. Any trigger configurations that include a door or magnetic door switch are considered "custom" and may be subject to additional fees. An Axon representative has discussed with the Agency the standard triggers of the Fleet System. Those standard triggers include light-bar activation, speed, crash and gun-locks. The light-bar must have a controller to allow Axon to interface for the desired position, gun-locks must be installed with existing hardware in the vehicle. Doors are considered "CUSTOM" since they required additional hardware and time for installation, typically requiring the door may need to be taken apart for the installation.
Training	End-user go-live training provides individual device set up and configuration assistance, training on device use, Evidence.com and AXON View XL. End-user go-live training and support is not included in the installation fee scope.

WiFi Offload Considerations

WiFi Offload Standards	There will be a maximum of 30 concurrent vehicles offloading at any given time.
	2 servers are required to facilitate the offload of in-car data to Evidence.com
	4 wireless access point(s) are required to facilitate the offload of data to Evidence.com
	When in proximity, the Sierra Wireless MP70 @5Ghz will connect to the agency's wireless access point(s) and initiate the upload of recorded video content
	Axon will not assume any responsibility for the management of/or configuration of an Axon Fleet compatible 3rd party router purchased by the Agency
	Upon completion of solution connectivity, meaning Axon Fleet is operational and appropriately connected to the Agency's WAP/Network Infrastructure, the Agency will then assume responsibility for their network workflow.
	In the event the Agency has a VPN/APN, Axon requires the appropriate Administrator of the Agency be present during the entire installation of Fleet.
	In the event the Agency is using Wi-Fi Offload and a WOS server is being used, Axon requires the appropriate Administrator of the Agency be present for the installation of Fleet in the initial vehicle.
	Customer will provide all wireless access points for installation.
	Customer will provide all server(s) for this installation.
	Customer will provide the data switch for this installation.
	Customer will provide the server rack for this installation.
	Customer will provide the KVM, monitor and mouse for this installation.
	Customer will provide the Uninterruptible Power Supply (UPS) for this installation.
	Servers will maintain a Sustained Disk Write Speed of Mbps.
	An Axon representative will provide the Agency detailed instructions for the WOS server setup and configuration (to include racking the server, setup of the server, and configuration of Axon WOS Software and Microsoft IIS Server). It is the responsibility of the Agency to ensure the WOS Server(s) are operational before the scheduled deployment date. Axon will provide remote assistance per the Agency's request.

Network Considerations

Agency Provided Metrics	Camera Bitrate (see Comments)	7	Mbps	
	Shifts per Day	3	Shifts	
	Maximum Offline Time	60	Days	
	Hours Of video Recorded Per Shift	2	Hours	
	Number of Vehicles per Shift at Site	30	Vehicles	
	Max Concurrent Vehicles Offloading	30	Vehicles	
	Available Internet Upload Bandwidth	1000	Mbps	
Variables	Vehicle Offload Time	60	Minutes	
	Wi-Fi Overhead	1	Percent	
	Network Protocol Overhead	1	Percent	
	Max Storage Utilization %	100	Percent	
Results	Data Size per Vehicle / Shift	6300	MB	

Network Considerations

Results	Required Throughput Per Verhicle	14	Mbps	
	Minimum Wi-Fi Speed	14	Mbps	
	Total Data per Shift	184.57	GB	
	Total Data per Day	553.71	GB	
	Total Offload Bandwidth	420	Mbps	
	Total Storage	3322265.63	GB	
	Required Sustained Network Bandwidth	473	Mbps	
	Sustained Disk Write Speed	53	Mbps	
	Min. Supportable Throughput to E.com	52.5	Mbps	
	E.com Throughput Difference	947.5	Mbps	

Notes

Sourcewell Contract #010720-AXN used for purchasing justification.

Execution of this quote will terminate contracts associated with Q-96986 (executed contract #00010106) with Axon and will start a new 60 month contract.

The parties agree that Axon is charging a debit of $32,000.00 (applied to Year 2 - Trade-In Debit) to capture the remaining value owed from previously deployed CEW hardware. This debit is based on a ship date range of 12/1/2020-12/15/2020, resulting in a 1/1/2021 contract start date. Any change in this ship date and resulting contract start date will result in modification of this debit's value which may result in additional fees due to or from Axon.

The parties agree that Axon is forgiving this debit via a discount in Year 2 - T7 Certification.

Purchase of TASER 7 are governed by the TASER 7 Agreement located at https://www.axon.com/legal/sales-terms-and-conditions and not the Master Services and Purchasing Agreement referenced below.

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: ______________________ **Date:** ______________________

Name (Print): ______________________ **Title:** ______________________

PO# (Or write N/A): ______________________

Please sign and email to Kelsey Donohue at kelsey@taser.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Axon Internal Use Only		
		SFDC Contract #: Order Type: RMA #: Address Used: SO #:
Review 1	Review 2	
Comments:		

ATTENTION

This order may qualify for freight shipping, please fill out the following information.

What is the contact name and phone number for this shipment?	
What are your receiving hours? (Monday-Friday)	
Is a dock available for this incoming shipment?	
Are there any delivery restrictions? (no box trucks, etc.)	

Certificate of Destruction

IMPORTANT

Customer certifies that all Products will be removed from service to be destroyed and/or rendered permanently nonfunctional. Products must not be resold or redistributed. Destruction of Products should be performed according to Customer's policy. Axon is not responsible for Product warranty or any liability related to Products certified as destroyed, and reserves the right to require verification that destruction has been performed.

The undersigned represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Certificate of Destruction on behalf of the Agency.

Green Bay Police Dept. - WI

Product(s) to be Destroyed	**Quantity**
Signature	**Date**
Name (Print)	**Title**

Return this signed form, and your purchase order/quote (if applicable) to your sales representative and our returned materials authorization department at rma@axon.com.

Proposal Evaluation

Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories RFP #010720

	Possible Points	Applied Concepts, Inc.	Axon Enterprise, Inc.	Best Enterprises	COBAN Technologies, Inc.	Convergint Technologies LTD	Delco Automation INC.	Digital Ally, Inc.	Getac Video Solutions, Inc.	Industrial Video & Control Co., LLC	Kustom Signals, Inc.	Laser Aiming Systems Corp.	Marcomm Integrated Business Solutions
Conformance to Terms/ Conditions to Include Documentation	**50**	42	43	41	41	31	33	44	45	44	39	43	41
Pricing	**400**	299	330	300	322	247	219	333	302	315	304	346	289
Financial, Industry and Marketplace Successes	**75**	58	66	57	61	55	55	55	62	57	62	60	59
Bidder's Ability to Sell/ Service Contract Nationally	**100**	78	82	74	77	78	71	77	82	74	71	82	71
Bidder's Marketing Plan	**50**	37	37	36	37	36	35	43	40	38	39	44	35
Value Added Attributes	**75**	60	67	61	54	52	52	63	64	65	57	65	56
Warranty Coverages and Information	**50**	44	43	44	45	40	38	45	44	43	42	44	43
Selection and Variety of Products and Services Offered	**200**	154	172	131	169	126	125	153	169	139	160	146	150
Total Points	**1,000**	772	840	744	806	665	628	813	808	775	774	830	744
Rank Order		16	3	19.5	9	22	23	7	8	13	14.5	4	19.5

	Possible Points	Miller Electric Company	Motorola Solutions Inc (US)	Motorola Solutions Inc. (CND)	Paladin Technologies	Panasonic i-PRO Sensing Solutions Corporation of America	Portable Computer Systems, Inc.	ProLogic ITS, LLC	Pro-Vision Solutions, LLC	Safety Vision	WatchGuard Video, Inc.	Word Systems, Inc.
Conformance to Terms/ Conditions to Include Documentation	**50**	44	39	39	34	45	44	41	43	44	43	39
Pricing	**400**	324	320	320	327	341	303	298	326	316	339	257
Financial, Industry and Marketplace Successes	**75**	61	67	67	63	62	62	57	58	57	66	58
Bidder's Ability to Sell/ Service Contract Nationally	**100**	77	77	77	76	82	76	80	78	78	84	78
Bidder's Marketing Plan	**50**	42	42	42	37	45	41	41	36	37	36	40
Value Added Attributes	**75**	58	64	64	62	67	60	62	62	58	64	61
Warranty Coverages and Information	**50**	43	41	41	44	46	42	41	46	43	45	43
Selection and Variety of Products and Services Offered	**200**	149	167	167	151	174	135	146	156	141	170	134
Total Points	**1,000**	798	817	817	794	862	763	766	805	774	847	710
Rank Order		11	5.5	5.5	12	1	18	17	10	14.5	2	21

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Chris Robinson
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Chris Robinson, CPSM, Sourcewell

DocuSigned by:
Kim Austin
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Kim Austin, CPPB, Sourcewell

DocuSigned by:
Carol Jackson
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Carol Jackson, Sourcewell

DocuSigned by:
Brandon Town
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Brandon Town, CPSM, CPSD, Sourcewell

COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) 010720
Entitled

Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

The following advertisement was placed November 7, 2019 in Utah's *The Salt Lake Tribune*, in *USA Today*, in South Carolina's *The State,* and on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal https://proportal.sourcewell-mn.gov, Biddingo, Merx, The New York State Contract Reporter www.nyscr.ny.gov, PublicPurchase.com, and November 8, 2019 in Oregon's *Daily Journal of Commerce*:

> *Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Public Safety Video Surveillance Equipment, Software and Accessories to result in a contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 7, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.*

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

AC Technical Systems, Ltd.	Miller Electric Company
ADVANCED SECURITY TECHNOLOGIES, LLC	Motorola Solutions, Inc. - Markham, ON
AIVI Global, Inc.	Motorola Solutions, Inc. - Chicago, IL
Applied Concepts, Inc.	National Surveillance & Security
Axon Enterprise, Inc.	NEC DISPLAY SOLUTIONS OF AMERICA
Bearcom	NetSource Educational Technologies, LLC
Best Enterprises	NitroFill, LLC
BusComm, Incorporated	Northland Business Systems, Inc.
CDW CANADA CORP	Obsidian Integration, LLC
Centurylink	Paladin Technologies
COBAN Technologies, Inc.	Panasonic i-PRO Sensing Solutions Corporation of America
Cobra Integrated Systems	Panasonic Systems Solutions Company of North America
CODY CONSULTING	Patriot Integrations, LLC
Communications Group (Fort McMurray), Ltd. o/a Tridon Communications	Pelco
Convergint Technologies, LTD	Portable Computer Systems, Inc.
CorePoint Solutions, Inc.	Progressive Technologies
Critical Path Integrators	ProLogic ITS, LLC
D&D Ultimate Connection, LLC	Pro-Vision Solutions, LLC

DakTech, Inc.	Regina Construction Association
Delco Automation, Inc.	Rhombus Systems, Inc.
Digital Ally, Inc.	Safety Vision
DSS Corporation	Saskatoon Construction Association
ELB Global	Security Management Systems, Inc.
eRepublic, Inc.	SGTS, INC.
Getac Video Solutions, Inc.	ShotSpotter, Inc.
Harlem Data Communications, LLC d/b/a HDC Networks	Silmar Electronics
Hillman Audio Video, Inc.	Stanley Convergent Security Solution
Home Safe Security, Inc.	Superior Alarms
IM Wireless Communications, Ltd	Syntrex Technologies, Inc.
Industrial Video & Control Co., LLC	Trimet Storage Solutions
Island Computer Products, Inc.	Tyco Integrated Fire & Security Canada, Inc.
IVS, Inc. dba AngelTrax	Unicom Government, Inc.
JDL Digital Systems	VIDIZMO, LLC
Johnson Controls	Vipond, Inc.
Johnson Controls LP Canada	Voice Products, Inc.
Kustom Signals, Inc.	Walker Development & Trading Group, Inc.
Laser Aiming Systems Corp.	WatchGuard Video, Inc.
March Networks	Word Systems, Inc.
Marcomm Integrated Business Solutions	World Wide Technology
Metrobit, Inc.	Yellowstone Electric Co.

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on January 7, 2020 at 4:31 pm CT. Proposals were received from the following:

Applied Concepts, Inc.
Axon Enterprise, Inc.
Best Enterprises
COBAN Technologies, Inc.
Convergint Technologies LTD
Delco Automation, Inc.
Digital Ally, Inc.
Getac Video Solutions, Inc.
Industrial Video & Control Co., LLC
Kustom Signals, Inc.
Laser Aiming Systems Corp.
Marcomm Integrated Business Solutions
Miller Electric Company
Motorola Solutions, Inc. - Markham, ON
Motorola Solutions, Inc. - Chicago, IL

Paladin Technologies
Panasonic i-PRO Sensing Solutions Corporation of America
Portable Computer Systems, Inc.
ProLogic ITS, LLC
Pro-Vision Solutions, LLC
Safety Vision
WatchGuard Video, Inc.
Word Systems, Inc.

Proposals were reviewed by the Proposal Evaluation Committee:

Chris Robinson, CPSM, Procurement Manager
Kim Austin, CPPB, Procurement Lead Analyst
Carol Jackson, Procurement Analyst
Brandon Town, CPSM, CPSD, Procurement Analyst

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee used the Sourcewell RFP evaluation criteria and determined that all proposal responses met Level-One and Level-Two Responsiveness and were evaluated.

Axon Enterprise, Inc. brings a comprehensive product offering of body worn cameras, point of view cameras, interview room equipment, mobile camera solutions, digital evidence software and accessories. Axon's sales and service team provides coverage across North America. The customer service and support division is available 24x7 to assist Sourcewell Members. Members are offered a competitive discount off MSRP and product pricing includes shipping.

Laser Aiming Systems Corporation dba Viridian Weapon Technologies offers weapon mounted cameras and an evidence management technology system. The FACT Duty weapon mounted camera comes in two configurations for Sourcewell Members. Options include a high-resolution camera and microphone or a green laser tactical light and camera. Laser Aiming Systems Corporation has sales representatives throughout the Unites States and Canada available to serve Member needs. Laser Aiming Systems Corporation is qualified as a small business by the U.S. Small Business Administration. They are offering Members a solid discount off standard pricing.

Panasonic i-PRO Sensing Solutions offers wide-ranging public safety solutions, including body-worn cameras, in-car-video systems, security cameras and proof management software. All i-PRO cameras are backed by an impressive warranty and a Priority Advanced Exchange Program. Sourcewell Members are supported by a network of dealers in the United States and Canada. Panasonic i-PRO offers Members a strong discount off MSRP.

WatchGuard Video, Inc. is a wholly owned Motorola Solutions, Inc. company. WatchGuard's offering includes in-car video cameras, body-worn cameras, interview room systems, evidence management software and hardware. They also offer cloud, hybrid and on-premise storage solutions. WatchGuard provides sales and service to the United States and Canada. Their customer service and technical support are available 24x7 at no additional cost for the product's lifetime. They offer Sourcewell Members a solid price discount off MSRP.

For these reasons, the Sourcewell Proposal Review Committee recommends award of Sourcewell Contract #010720 to:

Axon Enterprise, Inc.	010720-AXN
Laser Aiming Systems Corporation dba Viridian Weapon Technologies	010720-LSR
Panasonic i-PRO Sensing Solutions	010720-PAN
WatchGuard Video, Inc.	010720-WCH

The preceding recommendations were approved on February 19, 2020.

DocuSigned by:
Chris Robinson
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Chris Robinson, CPSM, Procurement Manager

DocuSigned by:
Kim Austin
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Kim Austin, CPPB, Procurement Lead Analyst

DocuSigned by:
Carol Jackson
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Carol Jackson, Procurement Analyst

DocuSigned by:
Brandon Town
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Brandon Town, CPSM, CPSD, Procurement Analyst

STATEMENT OF COMPLIANCE

As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #010720** for **Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories**.

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell's bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement contracts.

2. The procurement process and resulting contracts have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.

DocuSigned by:
Jeremy Schwartz
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Jeremy Schwartz, CSSBB, CPPO
Chief Procurement Officer

Sourcewell
Formerly NJPA

Proposal Opening Record

Date of opening: January 7, 2020

Sourcewell posted Request for Proposal #010720, for the procurement of Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories, on the Sourcewell Procurement Portal [proportal.sourcewell-mn.gov] on Thursday, November 7, 2019, and the solicitation remained in an open status within the portal until January 7, 2020, at 4:30 pm CT. The RFP required that all proposals be submitted through the Sourcewell Procurement Portal no later than 4:30 pm CT on January 7, 2020, the date and time specified in the Solicitation Schedule.

The undersigned certify that all responses received on Request for Proposal #010720 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

Responses were received from the following:

Applied Concepts, Inc. – received 1/07/20 at 10:56:41 AM

Axon Enterprise, Inc. – received 1/06/20 at 2:07:20 PM

Best Enterprises – received 1/07/20 at 2:59:49 PM

COBAN Technologies, Inc. – received 1/06/20 at 2:03:38 PM

Convergint Technologies LTD – received 1/07/20 at 4:29:01 PM

Delco Automation, Inc. – received 1/07/20 at 4:20:04 PM

Digital Ally, Inc. – received 1/07/20 at 2:52:43 PM

Getac Video Solutions, Inc. – received 1/07/20 at 3:56:16 PM

Industrial Video & Control Co., LLC – received 1/07/20 at 4:29:27 PM

Kustom Signals, Inc. – received 1/03/20 at 10:34:16 AM

Laser Aiming Systems Corp. – received 1/06/20 at 3:43:42 PM

Marcomm Integrated Business Solutions – received 1/07/20 at 3:14:12 PM

Miller Electric Company – received 1/07/20 at 12:58:47 PM

Motorola Solutions, Inc. – Markham, ON – received 1/07/20 at 9:23:44 AM

Motorola Solutions, Inc. - Chicago, IL – received 1/07/20 at 11:39:52 AM

Paladin Technologies – received 1/07/20 at 3:50:57 PM

Panasonic i-PRO Sensing Solutions Corporation of America – received 1/06/20 at 2:59:00 PM

Portable Computer Systems, Inc. – received 1/07/20 at 4:02:45 PM

ProLogic ITS, LLC – received 1/06/20 at 9:36:08 AM

Pro-Vision Solutions, LLC – received 1/06/20 at 4:03:58 PM

Safety Vision – received 1/07/20 at 3:49:31 PM

WatchGuard Video, Inc. – received 1/06/20 at 12:23:13 PM

Word Systems, Inc. – received 1/02/20 at 10:50:17 AM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcewell Procurement Portal, on January 7, 2020, at 4:31:00 PM CT. All responsive proposals were then submitted for review by the Sourcewell Evaluation Committee.

DocuSigned by:
Kim Austin
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Kim Austin, CPPB, Procurement Lead Analyst

DocuSigned by:
Carol Jackson
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Carol Jackson, Procurement Analyst

RFP #010720
REQUEST FOR PROPOSALS
for
Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Proposal Due Date: January 7, 2020, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories to result in a contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 7, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	November 7, 2019
Pre-proposal Conference:	December 2, 2019, 12:00p.m., Central Time
Question Submission Deadline:	December 19, 2019, 4:30 p.m., Central Time
Proposal Due Date:	January 7, 2020, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	January 7, 2020, 6:30 p.m., Central Time **

** SEE RFP SUB-SECTION V. G. "OPENING"

I. ABOUT SOURCEWELL AND MEMBERS

A. SOURCEWELL

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ members across the United States and Canada. Sourcewell's solicitation process complies with Minnesota law and policies, and results in cooperative contracting solutions from which Sourcewell's members procure equipment, products, and services.

Cooperative contracting provides members and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted vendors potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. MEMBERS AND USE OF RESULTING CONTRACTS

Membership in Sourcewell is open to government and non-profit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities. Access to contracted equipment, products, or services by Members is typically through a purchase order issued directly to the applicable vendor. A Member may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Members retain the right to obtain similar equipment, products, or services from other sources.

To meet Members' needs, public notice of this RFP has been broadly published, including notification to each state-level procurement departments for possible re-posting. As required by certain states, an Appendix of Members is included in this RFP and can be found in the Sourcewell Procurement Portal. Proof of publication will be available at the conclusion of the solicitation process.

For Canadian entities: This RFP is intended to include municipalities and publicly-funded academic institutions, school boards, health authorities, and social services (MASH sectors); including members of the Rural Municipalities of Alberta (RMA), and their represented

Associations: Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), and Association of Manitoba Municipalities (AMM).

II. EQUIPMENT, PRODUCTS, AND SERVICES

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that Proposers offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories, including, but not limited to:

    a. Portable and mobile video camera and recording solutions, such as body-worn and equipment-mounted devices;

    b. Permanently mounted or installed video camera and recording solutions designed for law enforcement, first responder, corrections, and EMS:

        i. vehicles, watercraft, and apparatus; and,
        ii. common areas, interview rooms, processing and holding areas.

    c. Related equipment, including automated activation devices, lasers, monitors, recorders, microphones and transmitters; and,

    d. Related data storage, analysis and management software solutions and applications for self-hosted and cloud-based systems.

A Proposer may elect to offer a materials-only solution, a turn-key solution, or an alternative solution. Generally, a turn-key solution is most desirable to Sourcewell and its Members, however, it is not mandatory or required.

2. The primary focus of this solicitation is on Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories. Proposers may offer related products and

services to the extent that they are complementary to 1a., 1b., and 1c. above, such as;

a. Accessories, including docking stations, chargers, memory cards, cables, adapters, clips, mounts, batteries, holsters, and harnesses; and

b. Services, including training, installation, administration of warranty programs.

This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

1. Facility Security Equipment, Systems, and Services with Related Equipment and Supplies (see Sourcewell RFP#031517)

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Sourcewell Members are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Sourcewell Members possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation those equipment/products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Members and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Sourcewell Members under a resulting contract.

Sourcewell desires the broadest possible selection of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and potential Members.

C. REQUIREMENTS

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Members.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.

2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the Proposal, equipment and products must be delivered to the Member as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. An extension may be offered based on the best interests of Sourcewell and its members.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD$35 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Members. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or dealer network to Members, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to Proposers able to best meet the need of Members. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal. Sourcewell cannot consider information that is not provided in the Proposal. Sourcewell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the

requested equipment, products, or services to Members. Awards may be based on a subcategory.

4. A Proposer's documented negative past performance with Sourcewell or its Members occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

E. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
   a. **Line-item Pricing** is pricing based on each individual product or services**.** Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."
   b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Member). However, it is permissible for vendors to sell at a price that is lower than the contracted price;
3. Stated in U.S., and Canadian dollars for Proposers intending to sell in Canada (as applicable); and
4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Member's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Members for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

F. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell. Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in a proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit an Exceptions to Terms, Conditions, or Specifications Form, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer’s response.

G. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell’s competitive contracting process. Information about the webcast will be sent to all entities that requested a copy of this RFP through the Sourcewell Procurement Portal. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

Questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential Proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the time for solicitation closing.

If an addendum is issued after a Proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Proposer's proposal status to INCOMPLETE. The Proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The Proposer is solely responsible to:

i) make any required adjustments to its proposal;
ii) acknowledge the addenda; and
iii) Ensure the re-submitted proposal is RECEIVED through the Sourcewell Procurement Portal no later than the closing time and date shown in the Solicitation Schedule.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Only complete proposals that are timely submitted through the Sourcewell Procurement Portal will be considered. Late proposals will not be considered.** It is the Proposer's sole responsibility to ensure that the proposal is received on time.

All proposals must be received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time noted in the Solicitation Schedule above. It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The closing time and date is determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

All proposals must be acknowledged digitally by an authorized representative of the Proposer attesting that the information contained in in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for ninety (90) days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a Proposer may withdraw its proposal.

G. OPENING

The Opening of Proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to “All” or “Closed.” The solicitation status will automatically change to “Closed” after the Proposal Due Date and Time.

H. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Members. The award(s) will be limited to the number of offerors that Sourcewell determines is necessary to meet the needs of Sourcewell members. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
  - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Members' use.
  - A Proposer's sales and service network to assure availability of product supply and coverage to meet Members' anticipated needs.
- Total evaluation scores.
- The attributes of Proposers, and their equipment, products, or services, to assist Members achieve environmental and social requirements, preferences, and goals. Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell's knowledge about a specific vendor or product.

B. AWARD(S)

Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	**1000**

C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than ten (10) calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and
- Protest bond in the amount of $20,000.

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the Proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Discuss any aspect of the proposal with any Proposer and negotiate with more than one Proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Members; and
- Award a contract to one or more Proposers if it is in the best interest of Members.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell determines that negotiations are complete upon execution of the resulting contract. If the Proposer submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statutes Section 13.37, the Proposer must:

- Clearly mark all trade secret materials in its proposal at the time the proposal is submitted;
- Include a statement with its proposal justifying the trade secret designation for each item; and
- Defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless Sourcewell, its agents and employees, from any judgments or damages awarded against Sourcewell in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives Sourcewell's award of a contract. In submitting a proposal to this RFP, the Proposer agrees that this indemnification survives as long as the trade secret materials are in possession of Sourcewell.

Sourcewell will not consider the prices submitted by the Proposer to be proprietary or trade secret materials. Financial information provided by a Proposer is not considered trade secret under the statutory definition.

11/15/2019

Addendum No. 1

Solicitation Number: RFP 010720
Solicitation Name: Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Where is the contract work to be performed?

Answer 1:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities for our cooperative contract awards. A respondent is allowed to propose the entire line of products and services falling within the scope of the RFP. Section II. B. of the RFP addresses the requested equipment, products or services for this solicitation.

Question 2:

How do you access the WebEx pre-proposal conference?

Answer 2:

Registered plan takers will receive log-in instructions via email two business days prior to the WebEx pre-proposal conference.

End of Addendum

Acknowledgement of this Addendum to RFP 010720 posted to the Sourcewell Procurement Portal on 11/15/2019, is required at the time of proposal submittal.

12/6/2019

Addendum No. 2

Solicitation Number: RFP 010720
Solicitation Name: Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

In the Merx public tender listing it states this is for Canada nationwide. Can you confirm that this is indeed for Canada?

Answer 1:

Sourcewell is seeking solutions to serve the largest possible cross-section of current and potential Sourcewell Members. Refer to RFP Article I., Section B – Members and Use of the Resulting Contracts. In Canada, this includes municipalities and publicly-funded academic institutions, school boards, health authorities, and social services (MASH sectors), which may include the members of RMA, SARM, SUMA, and AMM, as examples.

End of Addendum

Acknowledgement of this Addendum to RFP 010720 posted to the Sourcewell Procurement Portal on 12/6/2019, is required at the time of proposal submittal.

12/11/2019

Addendum No. 3

Solicitation Number: RFP 010720
Solicitation Name: Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

The estimated RFP purchase volume is $35M, what does that include?

Answer 1:

The RFP anticipated volume is an estimate based on past volumes of similar contracts. It is an estimate only, and no sales or sales volume are guaranteed.

Question 2:

How are current standalone cameras connected to networks? How is the data, video or audio currently recorded? Are you looking for a real-time Cloud Storage platform to receive recorded data, time/date stamp? Do you have the legal authority to receive and re-transmit this data for future storage use?
Is there a need to have real-time recording of each audio or video signal transmitted to a Cloud storage site, before law enforcement (IA) has reviewed the recording?

Answer 2:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities for our cooperative contract awards. Sourcewell desires the broadest possible selection of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and potential Members. A respondent is allowed to propose the entire line of products and services falling within the scope of the RFP. Section II. B. of the RFP addresses the requested equipment, products or services for this solicitation.

Question 3:

Is Sourcewell looking for a Managed Service Solution to purchase material, manage configurations, download IP data/voice and store in a safe, secure manner?

Answer 3:

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B (Requested Equipment, Products and Services). However, only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation. Proposals are evaluated based on the criteria stated in the RFP.

Question 4:

How should the Proposal be done to address Canadian and US Customers. Is it preferred to have one contract for both countries? Or a Canadian version for Canadian based customers and a US version for US based customers?

Answer 4:

It is left to the discretion of each proposer to determine and propose the response that best aligns with their business processes and methods. Each individual proposal is evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 010720 posted to the Sourcewell Procurement Portal on 12/11/2019, is required at the time of proposal submittal.

12/17/2019

Addendum No. 4

Solicitation Number: RFP 010720
Solicitation Name: Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Will Sourcewell allow inclusion of terms and conditions required to sell in Canada?

Answer 1:

A request for modification to the Sourcewell contract template may be submitted with a proposal. To request a modification to the template Contract terms, conditions, or specifications, a Proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications Form, which is found as the final Table of Step 1 in the proposal submission process. The contract template will be completed and sent to each awarded vendor, with inclusion of any exceptions stated in the proposer's Exceptions to Terms, Conditions, or Specifications Form that are acceptable to Sourcewell, at the time of award notification.

Question 2:

Will a U.S. based entity be able to subcontract to or sell through a Canadian affiliate?

Answer 2:

Each proposer is expected to complete the tables in Step 1, entitled "Ability to Sell and Deliver Service" and "Value-Added Attributes", describing their sales or distribution methods and their ability to serve Sourcewell members in the United States and Canada. Proposals are evaluated based on the criteria stated in the RFP.

Question 3:

An extension has been requested due to the complexity of the solicitation and to accommodate staff out of the office.

Answer 3:

An extension to the due date is not anticipated at this time.

End of Addendum

Acknowledgement of this Addendum to RFP 010720 posted to the Sourcewell Procurement Portal on 12/17/2019, is required at the time of proposal submittal.

12/20/2019

Addendum No. 5

Solicitation Number: RFP 010720
Solicitation Name: Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

If a manufacturer that utilizes resellers is submitting a proposal, what information do you require for each reseller that will be included in the proposal?

Answer 1:

Refer to RFP Section II. B. – Requested Equipment, Products, or Services – "If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Members and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Sourcewell Members under a resulting contract."

Question 2:

Will consideration be given to extending the deadline in order to accommodate holidays and staff schedules?

Answer 2:

An extension to the due date is not anticipated at this time.

Question 3:

Will resellers listed in a proposal be permitted to quote directly off of this contract?

Answer 3:

Refer to the Sourcewell template Contract, Section II. C. – Dealers and Distributors, relating to an awarded vendor's obligation to make available a means to validate or authenticate those authorized on the vendor's behalf during the term of the resulting contract.

Question 4:

Has the Admin Fee as a percentage of sales been decided?

Answer 4:

Refer to RFP Section III. B. – Administrative Fees, for directions on proposing an administrative fee. It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and its industry.

Question 5:

Is the option for extensions beyond the 4 year base by mutual agreement? What is the total length of time possible for the contract, to include all extension options?

Answer 5:

Refer to RFP Section II. D. – Anticipated Contract Term – "Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. An extension may be offered based on the best interests of Sourcewell and its members." The most common offer of an extension by Sourcewell is for one additional year, and any extension would require mutual agreement between Sourcewell and an awarded vendor.

Question 6:

Pricing, A. Requirements, 4); Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. (A)How do we show additional pricing that is not part of the product pricing in the bid response? (B) Is there a way to show pricing for variable costs, such as travel expense because the product must be installed by a certified installer?

Answer 6:

Refer to Table 11 – Pricing and Delivery: Questions 54-61. Proposers may describe their pricing model and other factors that encompass the total cost of acquisition. In addition, it is anticipated that a Proposer will upload relevant pricing materials during Step 2 of the response preparation process in the Sourcewell Procurement Portal.

End of Addendum

Acknowledgement of this Addendum to RFP 010720 posted to the Sourcewell Procurement Portal on 12/20/2019, is required at the time of proposal submittal.

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency on the Quote ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon products and services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties therefore agree as follows:

1 **Definitions**.

"**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"**Axon Device**" means all hardware provided by Axon under this Agreement.

"**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

"**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2 **Term**. This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin after shipment of the applicable Axon Device. If Axon ships the Axon Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Axon Device in the second half of the month, the start date is the 15th of the following month. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3 **Payment**. Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4 **Taxes**. Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5 **Shipping**. Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6 **Returns**. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7 **Warranty**.

7.1 Hardware Limited Warranty. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

7.2 Claims. If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Axon Device will be new or like new. Axon will warrant the replacement Axon Device for the longer of (a) the remaining warranty of the original Axon Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Axon Device for service, Agency must upload Axon Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon Device sent to Axon for service.

7.3 Spare Axon Devices. Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices will replace broken or non-functioning units. If Agency utilizes a Spare Axon Device, Agency must return to Axon, through Axon's warranty return process, any broken or non-functioning units. Axon will repair or replace the unit with a replacement Axon Device. Upon termination, Axon will invoice Agency the MSRP then in effect for all Spare Axon Devices provided. If Agency returns the Spare Axon Devices to Axon within 30 days of the invoice date, Axon will issue a credit and apply it against the invoice.

7.4 Limitations. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number.

7.4.1 To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.

7.4.2 Axon's cumulative liability under this section to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon product will not exceed the value of this Agreement. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

8 **Statement of Work**. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9 **Axon Device Warnings**. See www.axon.com/legal for the most current Axon Device warnings.

10 **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.

11 **Bundled Offerings**. Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.

12 **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Axon shall present to the City a Certificate of Insurance with coverage and minimum policy limits as follows:

12.1. General Liability - $1,000,000.00 per occurrence, $2,000,000.00 annual aggregate for bodily injury, personal injury and property damage.

12.2. Business Automobile Coverage
12.2.1. Minimum Limits - $1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident.
12.2.2. Must cover liability for "Any Auto" – including Owned, Non-Owned and Hired Automobile Liability.

12.3. Workers Compensation and Employers Liability
12.3.1. Must carry coverage for Statutory Workers Compensation and Employers Liability minimum limit of:
$100,000 Each Accident
$500,000 Disease Policy Limit
$100,000 Disease – Each Employee

12.4. **Cyber Liability (Technology E & O) Insurance.**
Consultant/Contractor shall procure and maintain Cyber Liability insurance which shall include at a minimum the following coverage:

12.4.1. Each Occurrence Limit:	$1,000,000
12.4.2. Annual Aggregate Limit:	$2,000,000

12.4.3. Policy must include the following:

a. Liability arising from the theft, dissemination and/or use of confidential information.
b. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems where data is stored.
c. Liability arising from the failure of technology products (software) required under the contract for Consultant to properly perform the services intended.
d. Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.
e. Liability arising from the failure to render professional services

12.5 If coverage is maintained on a claims-made basis, the following shall apply:
12.5.1. The retroactive date must be shown, and must be before the date of the contract or the beginning of the contract services.
12.5.2 Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract services.
12.5.3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract, the Vendor/Contractor must purchase an extended period of coverage for a minimum of three (3) years after completion of the contract services.

12.6. Waivers of Subrogation in favor of the City must be endorsed onto the Worker's Compensation, Commercial General Liability and Automobile Liability.

12.7. The insurance coverage required must be provided by an insurance carrier with "Best" rating of "A-VII" or better. All carriers shall be admitted carriers in the State of Wisconsin.

12.8. The City, its officials, employees, and agents shall be named as "Additional Insured" on all Liability Policies.

12.9. All insurance shall be primary to the Additional Insured and non-contributory to any other insurance, self-insurance or other similar protection available to the Additional Insured, whether other available coverage is primary, contributing or excess. This contract shall include an endorsement stating the following:
Written Notice of Cancellation or Non-Renewal shall be sent to the City no less than thirty (30) days prior to such cancellation or non-renewal at the following address:
City of Green Bay
Attn: Risk Management
100 North Jefferson Street
Green Bay, Wisconsin 54301
Said Certificate of Insurance shall be attached hereto and incorporated herein by reference.

13 **Indemnification**. Axon agrees to indemnify, defend and hold harmless the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Axon, any contractor or subcontractor performing work on behalf of Axon, or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable except to the extent liability results from the negligence, error or omission, or willful misconduct of the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers. Axon shall reimburse the City of Green Bay, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. This indemnity provision shall survive the termination or expiration of this Agreement.

14 **IP Rights**. Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.

15 **IP Indemnification**. Axon will indemnify, defend, and hold harmless Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.

16 **Agency Responsibilities**. Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.

17 Termination.

17.5 For Breach. A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

17.6 By Agency. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.

17.3 Convenience. Upon 90 day written notice to Axon, Agency may terminate this Agreement without cause.

17.4 Effect of Termination. Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

18 Confidentiality. "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon line-item pricing is Confidential Information and competition sensitive. Notwithstanding other provisions, this Agreement should be interpreted to comply with Chapter 19 of the Wisconsin Statutes as it relates to Open Records requirements. Axon may publicly announce information related to this Agreement.

19 General.

19.1 Force Majeure. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

19.2 Independent Contractors. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

19.3 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

19.4 Non-Discrimination. Neither Party nor its employees, representatives, agents and volunteers thereof, will discriminate against any person on the basis of actual or perceived sex, race, religion, creed, color, national origin, ancestry, age, disability, lawful source of income, marital status, familial status, sexual orientation, gender identity, gender expression, gender non-conformity, transgender status, past or present military service, or status as a victim of domestic abuse, sexual assault, or stalking.

19.5 Export Compliance. Each Party will comply with all import and export control laws and regulations.

19.6 Assignment. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

19.7 Waiver. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

19.8 Severability. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

19.9 Survival. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

19.10 Governing Law. The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

19.11 Notices. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.	Agency: Green Bay Police Department
Attn: Legal	Attn: Chief of Police
17800 N. 85th Street	307 S Adams Street
Scottsdale, Arizona 85255	Green Bay, WI 54301
legal@axon.com	RecordRequest@greenbaywi.gov

19.12 Entire Agreement. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

19.13 Counterparts. This Agreement may be executed in several counterparts, and the signatures on this Contract may be transmitted electronically. Electronic signatures will deemed to constitute original signatures and counterparts to this Agreement containing the signatures (whether original or electronic) of all the parties will be deemed to constitute a single, enforceable Contract.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.	**Agency**
Signature: ______________________	Signature: ______________________
Name: ______________________	Name: Eric Genrich
Title: ______________________	Title: Mayor – City of Green Bay
Date: ______________________	Date: ______________________

Agency

Signature: ______________________

Name: Andrew Smith

Title: Chief of Police – Green Bay Police Dept.

Date: ______________________

Agency

Signature: ______________________________

Name: __________________________________

Title: Deputy Clerk – City of Green Bay

Date: ___________________________________

Axon Cloud Services Terms of Use Appendix

1 **Definitions**.

"Agency Content" is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

"**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

"**Non-Content Data**" is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

"**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2 **Access**. Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

3 **Agency Owns Agency Content**. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Cloud Services to Agency and Agency end users.

4 **Security**. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5 **Agency Responsibilities**. Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

6 **Privacy**. Axon will not disclose Agency Content or information about Agency except as compelled by a court or administrative body or required by law or regulation. If Axon receives a disclosure request for Agency Content, Axon will give Agency notice, unless legally prohibited from doing so, to allow Agency to file an objection with the court or administrative body. Agency agrees to allow Axon access to certain information from Agency to (a) perform troubleshooting services upon request or as part of regular diagnostic screening; (b) enforce this Agreement or policies governing the use of Axon Evidence; or (c) perform analytic and diagnostic evaluations of the systems.

7 **Axon Body 3 Wi-Fi Positioning**. Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook"**) to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.

8 **Storage**. For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.

9 **Location of Storage**. Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.

10 **Suspension**. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services , the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

11 **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.

12 **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

13 **Axon Cloud Services Restrictions**. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

13.1 copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

13.2 reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

13.3 access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

13.4 use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

13.5 access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

13.6 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

13.7 use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

14 **After Termination**. Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.

15 **Post-Termination Assistance**. Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

16 **U.S. Government Rights**. If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.

17 **Survival**. Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

Professional Services Appendix

1 **Utilization of Services**. Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.

2 **Body-Worn Camera Starter Service (BWC Starter)**. BWC Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The BWC Starter options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Agency need • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access
Dock configuration • Work with Agency to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

3 **CEW Services Packages**. CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Agency need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • **For the CEW Full Service Package**: On-site assistance included • **For the CEW Starter Package**: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • **For the CEW Full Service Package:** On-site assistance included • **For the CEW Starter Package:** Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs. • **For the CEW Full Service Package:** Training for up to 3 individuals at Agency • **For the CEW Starter Package:** Training for up to 1 individual at Agency
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review **For the CEW Full Service Package**: On-site assistance included. **For the CEW Starter Package**: Virtual assistance included.

4 **Smart Weapon Transition Service**. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.
Return of Old Weapons Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

5 **Signal Sidearm Installation Service**. If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount
Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount
Reattachment of the holster to the mount using appropriate screws
Functional testing of Signal Sidearm device

6 **Out of Scope Services**. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

7 **Delivery of Services**. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

8 **Access Computer Systems to Perform Services**. Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

9 **Site Preparation**. Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by

Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it

10 **<u>Acceptance</u>**. When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.

11 **<u>Agency Network</u>**. For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a bundle including TAP is on the Quote, this appendix applies.

1 **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.

2 **Officer Safety Plan**. If Agency purchases an Officer Safety Plan ("**OSP**"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.

3 **OSP 7 Term**. OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month ("**OSP 7 Term**").

4 **TAP BWC Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.

5 **TAP Dock Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.

6 **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.

7 **Upgrade Change**. If Agency wants to change Axon Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.

8 **Return of Original Axon Device**. Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

9 **Termination**. If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:

9.1 TAP and OSP coverage terminate as of the date of termination and no refunds will be given.

9.2 Axon will not and has no obligation to provide the Upgrade Models.

9.3 Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon.

1 **<u>Duty Cartridge Replenishment Plan</u>**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.

2 **<u>Training</u>**. If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.

3 **<u>Extended Warranty</u>**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.

4 **<u>Trade-in</u>**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	**Days to Return from Start Date of TASER 7 Subscription**
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

5 **<u>TASER 7 Subscription Term</u>**. The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.

6 **<u>Access Rights</u>**. Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end users than the Quote specifies.

7 **<u>Privacy</u>.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body. Agency acknowledges and agrees that Axon may access Agency Content to: (a) perform troubleshooting services upon request or as part of Axon's maintenance or diagnostic screenings; (b) enforce this Agreement or policies governing use of Axon Evidence; (c) generate aggregated data, excluding information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual (collectively, "**PII**"), to improve, analyze, support, and operate Axon's current and future devices and services.

8 **Termination**. If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:

8.1 TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.

8.2 Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.

8.3 Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

Axon Auto-Tagging Appendix

1 **<u>Scope</u>.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.

2 **<u>Support</u>**. For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.

3 **<u>Changes</u>**. Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.

4 **<u>Agency Responsibilities</u>**. Axon's performance of Auto-Tagging Services requires Agency to:

4.1 Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);

4.2 Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;

4.3 Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;

4.4 Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;

4.5 Promptly install and implement any software updates provided by Axon;

4.6 Ensure that all appropriate data backups are performed;

4.7 Provide assistance, participation, and approvals in testing Auto-Tagging Services;

4.8 Provide Axon with remote access to Agency's Axon Evidence account when required;

4.9 Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and

4.10 Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.

5 **<u>Access to Systems</u>**. Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

Axon Aware Appendix

This Axon Aware Appendix applies to both Axon Aware and Axon Aware Plus.

1 **Axon Aware Subscription Term**. If Agency purchases Axon Aware as part of a bundled offering, the Axon Aware subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Aware to Agency.

If Agency purchases Axon Aware as a standalone, the Axon Aware subscription begins the later of the (1) date Axon provisions Axon Aware to Agency, or (2) first day of the month following the Effective Date.

The Axon Aware subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Aware.

2 **Scope of Axon Aware**. The scope of Axon Aware is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Aware outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Aware to better meet Agency's needs.

3 **Axon Body 3 LTE Requirements**. Axon Aware is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

4 **Axon Fleet 3 LTE Requirements.** Axon Aware is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.

5 **Axon Aware Service Limitations**. Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

6 **Termination**. Upon termination of this Agreement, or if Agency stops paying for Axon Aware or bundles that include Axon Aware, Axon will end Aware services, including any Axon-provided LTE service.

Add-on Services Appendix

This Appendix applies to Axon Citizen for Communities, Axon Redaction Assistant, and Axon Performance.

1 **Subscription Term**. If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency.

If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

2 **Axon Citizen Storage**. For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

3 **Performance Auto-Tagging Data**. In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.

Axon Fleet Appendix

1 **Agency Responsibilities**. Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.

2 **Cradlepoint**. If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.

3 **Third-party Installer**. Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

4 **Wireless Offload Server.**

4.1 **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

4.2 **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

4.3 **Updates**. If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

4.4 **WOS Support**. Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.

5 **Axon Vehicle Software.**

5.1 **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.

5.2 **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

6 **Axon Fleet Upgrade**. If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("Fleet Upgrade") as schedule on the Quote.

If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

7 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body. Agency acknowledges and agrees that Axon may access Agency Content to: (a) perform troubleshooting services upon request or as part of Axon's maintenance or diagnostic screenings; (b) enforce this Agreement or policies governing use of Axon Evidence; (c) generate aggregated data, excluding information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual (collectively, "**PII**"), to improve, analyze, support, and operate Axon's current and future devices and services.

8 **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:

8.1 Axon Fleet subscription coverage terminates, and no refunds will be given.

8.2 Axon will not and has no obligation to provide the Axon Fleet Upgrade.

8.3 Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.

The Benefits of Body-Worn Cameras: new findings from a randomized controlled trial at the Las Vegas Metropolitan Police Department

Anthony Braga, Ph.D., James R. Coldren, Jr., Ph.D., William Sousa, Ph.D.,
Denise Rodriguez, M.A., Omer Alper, Ph.D.

NIJ Award No.: 2013-IJ-CX-0016
September 28, 2017

1942 CNA 2017
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75 YEARS OF SERVICE
TO OUR NATION

Cleared for public release.

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Distribution

Cleared for public release.

least one use of force report between the treatment and control groups over the pre-intervention and intervention periods represented a 12.5 percent difference in favor of the treatment group ($Z = 2.057$, $p < .05$). The proportional difference between the two groups over time represented a larger 40.7 percent difference in the percentage of treatment officers relative to control officers who generated at least one use of force report. The complete results of the complaint and use of force analyses can be found in Section III.

Officer Activity Outcomes

We calculated difference in difference (DID) estimator results of the panel regression models comparing pre-intervention and post-intervention monthly work activity levels for treatment officers with monthly work activity levels for control officers. We also compared the pre-intervention and intervention means and their percent differences for the various activity outcomes for the treatment and control officers. Holding group and period constant, the BWC intervention was not associated with any statistically significant changes in the monthly count of responses to dispatched call events, officer-initiated call events, and call events involving crime reports. However, controlling for group and period, the BWC intervention was associated with a statistically significant 6.8 percent increase ($p<.01$) in the monthly count of call events with citations issued and a statistically significant 5.2 percent increase ($p<.01$) in the monthly count of call events with arrests by the treatment officers relative to the control officers.

Cost-Benefit Analysis Analytic Approach

To better understand the costs and benefits of implementing the BWCs, we measured the annual costs and benefits per user (officer wearing a BWC for a year). The benefits derive from the estimated decrease of 25 complaints per 100 users, as well as the reduced cost to investigate each complaint (because of the available BWC video evidence), and the reduced amount of time it takes to resolve a complaint when video evidence is available. LVMPD provided the average processing and investigation cost for a typical complaint (with and without BWCs).

LVMPD covered the BWC installation, training, operation, and maintenance costs incurred during the study period. These costs included both one-time (e.g., facilities and infrastructure upgrades) and recurring costs (e.g., licenses and storage). Our analysis assumed an average call activity level similar to that observed during the period of analysis (approximately 30 call events per officer per month between March 1, 2011, and September 30, 2015). Assuming a higher call activity (together with a constant rate of complaints per call) would result in greater benefits because a larger number of complaints would be avoided.

Cost-Benefit Analysis Results

We estimated the cost of labor required to investigate an average complaint, with and without BWC evidence. According to data provided by LVMPD, BWCs save over $6,200 in officer time spent investigating an average complaint, compared to complaint investigations for officers without BWCs.

We estimated the annual monetary benefits per BWC user, using the results of the impact evaluation. Based on the difference-in-difference estimate from the impact evaluation, the BWC user group would have had an average of 0.25 (25 complaints per 100 users) more complaints (0.84) without the BWCs. We estimate that LVMPD realizes benefits of $4,006 per BWC user per year. These benefits are driven primarily by the reduced cost of investigating complaints.

We estimated the costs incurred by LVMPD during FY14 to implement the BWC program. Many of the costs were up-front investments in assets that have useful lives exceeding one year and/or that can support BWC users beyond the initial 200. In consultation with LVMPD personnel, we estimated the useful life of these assets and apportioned the cost equally over the useful life. To calculate a standard cost per user per year we also indicate the number of BWC users to which each cost applies.

We estimate that BWCs cost between $828 and $1,097 per user per year, and generate net annual savings of between $2,909 and $3,178 per user. BWCs generate savings mainly through significantly faster investigation of complaints. We assume that there would be 0.84 complaints per officer each year in the absence of BWCs (the average during the pre-implementation period of the BWC study). The "break-even" level of complaints occurs between 0.23 and 0.27 complaints per officer per year. At the break-even level, the costs avoided by BWCs would just offset the costs to implement BWCs.

Most notably, further applying the cost-benefit estimates to all 1,400 patrol officers (again assuming there would be 0.84 complaints per officer each year in the absence of BWCs) suggests BWC net annual savings of $4.1 million to $4.4 million department-wide.

Conclusions and Implications

The results of this RCT suggest that the placement of BWCs on LVMPD officers reduced complaints[12] and use of force reports for treatment officers relative to non-BWC wearing control officers. These results support the position that BWCs may de-escalate

[12] We also observed a two-week reduction in the time required to resolve complaints for officers wearing BWCs.

aggression or have a "civilizing" effect on the nature of police-citizen encounters. The complaint and use of force reductions associated with placing BWCs on police officers may be particularly important for improving police-community relations in impoverished minority neighborhoods. We found that BWC-wearing officers generated moderately more arrests and issued more citations than their control counterparts. Extrapolating BWC costs and benefits to a department-wide implementation, we estimated that BWCs could produce a net annual savings of $4.1 million to $4.4 million.

The findings of this study suggest that BWCs have strong potential to benefit police agencies and communities alike. Not only do they reduce complaints against officers and use of force incidents in large measure (and the corresponding costs of resolving those complaints and use of force incidents), they seem to increase police productivity, evidenced by the modest but significant increases in police citations and arrests. Further research is needed on this count to determine whether bias exists in the increased stops and arrests, and whether this increase in productivity has negative effects on community perceptions of police. Our study also suggests that the benefits of cameras (at least in terms of cost savings due to the reduction in complaints) far outweigh the costs of the BWC program. This too requires additional research —the benefits might not be so great in a community characterized by positive police-community relations prior to the introduction of BWCs. As the policing profession moves towards further implementation of BWCs, jurisdictions implementing BWCs will hopefully be open to rigorous research regarding outcomes and cost-benefit analyses, as well as the unintended benefits or consequences of their implementation.

Further research is needed to determine whether the increases in enforcement activity were driven by enhanced officer confidence that the video evidence would be used to hold offenders accountable for their transgressions, officers' concerns that supervisors who view videos of the interactions would hold them accountable for their discretionary actions, or both. Further research would help determine whether increased arrest and citation activity affected communities of color or other communities of concern disproportionately. It is also unknown how the observed increased enforcement activity of BWC officers might influence police legitimacy. It is possible that increased enforcement activity associated with BWCs might enhance legitimacy by improving police effectiveness in controlling crime, the departments' capacity to hold offenders accountable, or both.

Alternatively, increased enforcement activity could undermine police legitimacy if citizens view increased arrests and citations as harmful to their communities. Citizens' appraisals of the police are largely influenced by the style of policing in their communities. Policing strategies that emphasize increased investigative stops, criminal summonses, and misdemeanor arrests across jurisdictions have been shown to generate concern about racial disparities[13] and are suggested to contribute to the increased incarceration of young minority males.[14] The findings of this RCT raise the possibility that, in our most vulnerable neighborhoods, increased enforcement activity associated with the placement of BWCs on officers could possibly undermine the improvement in citizen perceptions of the police generated by reductions in complaints and use of force incidents.

[13] Jeffrey Fagan, Amanda Geller, Garth Davies, and Valerie West, "Street Stops and BrokenWindows Revisited: The Demography and Logic of Proactive Policing in a Safe and Changing City," in *Race, Ethnicity, and Policing*, ed. S. Rice and M. White (New York: New York University Press, 2010).

[14] Charles Epp, Steven Maynard-Moody, and Donald Haider-Markel, *Pulled Over: How Police Stops Define Race and Citizenship* (Chicago: University of Chicago Press, 2014); James Jacobs, *The Eternal Criminal Record* (Cambridge, MA: Harvard University Press, 2015); and Kathryne Young, and Joan Petersilia, "Keeping Track: Surveillance, Control, and the Expansion of the Carceral State," *Harvard Law Review* 129, (2016): 1318–1360.

Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
December 15, 2020	

AGENDA ITEM # K.2

To approve the purchase of a used tractor replacement from Service Motor Company for $41,750.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Quote Farmall 90C

SERVICE Motor Company
PEOPLE, PRODUCTS, SERVICE YOU CAN TRUST!

W9614 Hwy 96 Dale, WI 54931 (920) 779-4311	N5560 CTH D Fond Du Lac, WI 54937 (920) 923-1768	3969 Champeau Rd. New Franken, WI 54229 (920) 468-7700 x
6639 Hwy 66 Stevens Point, WI 54482 (715) 592-4111	831 N. Main 55 Seymour, WI 54165 (920) 833-2378	4047 Co. Rd. WW Wausau, WI 54401 (715) 675-0052

SALES ORDER

New Customer		**Customer #**	
Date	November 23, 2020		
Company	City of Green Bay Public Works	**Phone**	(920) 680-6164
Name	Nathan Wachtendonk	**Cell**	
Bill to Address	519 S Oneida St	**City**	Green Bay **ST** WI **ZIP** 54303
Ship to Address		**City**	**ST** **ZIP**
County	Brown	**Email**	

How did you hear about us? **How would you like to hear about our specials?**

NEW	USED	MAKE/MODEL	WEIGHT (lb)	HOURS	STOCK #	SERIAL #	AMOUNT
	x	Case Farmall 90C	8800	97.00	G00734	ZHLF50114	55,250.00
							-
							-
							-
							-
							-

ADDITIONAL DESCRIPTION / INFORMATION

Case Farmall 90C tractor, cab, heat, A/C, air ride seat, Ag tires, 3pt, 540/1000 PTO, 2 rear remotes, 12x12 power shuttle transmission, front loader with self leveling, 84" bucket with cutting edge and skid steer coupler.

TRADE IN (IF APPLICABLE)

YEAR	MANUAL	MAKE/MODEL	DESCRIPTION	HOURS	STOCK #	SERIAL #	ALLOWANCE
2013		Case Farmall 85C	Tractor loader	6805			13,500.00

LIEN INFORMATION

Lien Amount: **Account Number:**
Lien Holder: **Lien Due Date:**
Information:

Tax Exemption Form x
Credit Application
Validated ID/Copy

Discounts	
Delivery Charge	
Subtotal	55,250.00
Trade Allowance	13,500.00
Lien Amount	-
Subtotal	41,750.00
Sales Tax 0.00%	-
Convenience Fee	
Down Payment	-
Filing Fees	-
Balance	41,750.00

PAYMENT TYPE

Cash x | **Finance**
Down Payment ($) | **Down Payment ($)**
Payment Method | **Payment Method**
Date of Payment | **Date of Payment**
Balance | **Financed with**
Date of Payment | **Date of Contract**
Other | **Rate/Terms/Freq**
Insurance?

DATE OF ESTIMATED DELIVERY OR PICK UP

Delivery x
Pick Up

NOTICE TO PURCHASER

1. Read this contract before you sign it.
2. You are entitled to an exact and completely filled in copy of this contract. Keep it to protect your rights.
3. Purchaser acknowledges receipt of a fully completed copy of this contract and purchaser waives notice of the acceptance or rejection of this order by the seller.
4. Seller and Manufacturer make no representations or warranties express including the implied warranties or merchantability except as provided.
5. In the event of dealer's price is changed prior to delivery, the purchase price shall be adjusted accordingly. If such price change results in an increase, purchaser has the option of cancelling this order in writing immediately on being notified thereof.
6. Purchaser hereby bargains, sells and conveys unto Seller the above described Trade-in Equipment and warrants and certifies it to be free and clear of liens, encumbrance, and security interest, except to the extent shown on this Purchase Order.
7. Used Equipment covered by this Purchase Order is sold AS IS, WHERE IS, with no representations or warranties, unless otherwise specified in writing.
8. This deal is null and void if any or all of the following deviations exist related to unit being traded in; (1) Substantial changes in use (> than 100 hours from agreement date) or (2) Equipment is not as represented by customer at time of agreement date or as originally evaluated by Service Motor Company.

Chad Kobiske Date

Purchaser | Sales Representative | Authorized Dealer Signature

Smc1068 (5.15.20)

Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
December 15, 2020	

AGENDA ITEM # K.3

To receive and place on file the distribution of required communication from new auditing firm Baker Tilly US, LLP.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Cover Letter - Planning letter to governance
2. Green Bay, City of (WI) - AUD 12-31-2020 - BT - Planning letter to gover...

Baker Tilly US, LLP
Ten Terrace Ct
PO Box 7398
Madison, WI 53707-7398

T: +1 (608) 249 6622
F: +1 (608) 249 8532

bakertilly.com

November 23, 2020

Ms. Diana Ellenbecker, Finance Director / Comptroller
City of Green Bay
100 North Jefferson Street
Green Bay, WI 54301-5026

Dear Ms. Ellenbecker:

Under auditing standards section AU-C 260, "The Auditor's Communication with Those Charged with Governance," we are required to inform your governing body about a number of things relative to our audit of the City of Green Bay's December 31, 2020 financial statements.

Enclosed is a letter to them which addresses those items. Please make sure that every member of the governing body receives a copy of this at an upcoming meeting. There is no official action required. However, the letter does ask for their input about various aspects of our audit. If they wish to respond, we have provided a phone number and email address for that purpose. Please let me know if you would like paper copies for the City Council members.

At the conclusion of the audit, we will revisit this communication both with another written letter, and, if we present reports at a meeting, we can discuss it with them at that time.

Thank you for your assistance with this requirement. Please give me a call with any questions.

Very truly yours,

BAKER TILLY US, LLP

Carla A Gogin

Carla A. Gogin, CPA, Partner
Enclosure

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City Council
City of Green Bay
100 North Jefferson St.
Green Bay, WI 54301

Thank you for using Baker Tilly US, LLP as your auditor.

There are auditing standards that are intended to provide communication to you as the people charged with governing the city.

Specifically, we are required to communicate certain things during the planning and completion phases of the audit. The following items are presented to you for your consideration. You do not need to take any action on this letter unless you wish to contact us with relevant information as noted later in this document.

a. The auditor is responsible for forming and expressing an opinion about whether the financial statements that have been prepared by management with the oversight of those charged with governance are presented fairly, in all material respects, in conformity with generally accepted accounting principles.

b. The audit does not relieve management or those charged with governance of their responsibilities.

c. An audit performed in accordance with generally accepted auditing standards is designed to obtain reasonable but not absolute assurance that the statements are free of material misstatement.

d. Our consideration of internal control is to determine a basis for designing audit procedures and not for the purpose of expressing an opinion on internal control.

e. The auditor is responsible for communicating significant financial statement related matters to those charged with governance; however, the auditor is not required to design procedures to find such matters.

f. The financial statement document may also contain other information for which we have the following responsibility:

    1) Supplementary Information – “In relation to” audit coverage

    2) Required Supplementary Information – Limited procedures

    3) Other Information – No audit coverage

With regard to the audit of your December 31, 2020 financial statements, the following points are an overview of our scope and timing:

a. We address the significant risks of material misstatement, whether due to fraud or error, through our detailed audit procedures.

b. We will obtain an understanding of the five components of internal control sufficient to assess the risk of material misstatement of the financial statements whether due to error or fraud, and to design the nature, timing, and extent of further audit procedures. We will obtain a sufficient understanding by performing risk assessment procedures to evaluate the design of controls relevant to an audit of financial statements and to determine whether they have been implemented. We will use such knowledge to:

   > Identify types of potential misstatements.

   > Consider factors that affect the risks of material misstatement.

   > Design tests of controls, when applicable, and substantive procedures.

c. We will not express an opinion on the effectiveness of internal control over financial reporting or compliance with laws, regulations, and provisions of contracts or grant programs. For audits performed in accordance with *Government Auditing Standards,* our report will include a paragraph that states that the purpose of the report is solely to describe the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance and that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance. The paragraph will also state that the report is not suitable for any other purpose.

d. The concept of materiality recognizes that some matters, either individually or in the aggregate, are important for fair presentation of financial statements in conformity with generally accepted accounting principles while other matters are not important. In performing the audit, we are concerned with matters that, either individually or in the aggregate, could be material to the financial statements. Our responsibility is to plan and perform the audit to obtain reasonable assurance that material misstatements, whether caused by errors or fraud, are detected.

e. We address the significant risks or material noncompliance, whether due to fraud or error, through our detailed audit procedures.

f. We will obtain an understanding of the five components of internal control sufficient to assess the risk of material noncompliance related to the federal and state awards whether due to error or fraud, and to design the nature, timing, and extent of further audit procedures. We will obtain a sufficient understanding by performing risk assessment procedures to evaluate the design of controls relevant to an audit of the federal and state awards and to determine whether they have been implemented. We will use such knowledge to:

   > Identify types of potential noncompliance.

   > Consider factors that affect the risks of material noncompliance.

   > Design tests of controls, when applicable, and other audit procedures.

Our audit will be performed in accordance with U.S. generally accepted auditing standards, *Government Auditing Standards*, OMB's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the *State Single Audit Guidelines*.

We will not express an opinion on the effectiveness of internal control over financial reporting or compliance with laws, regulations, and provisions of contracts or grant programs. For audits done in accordance with *Government Auditing Standards*, the Uniform Guidance, and the *State Single Audit Guidelines*, our report will include a paragraph that states that the purpose of the report is solely to describe (a) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, (b) the scope of testing internal control over compliance for major programs and major program compliance and the result of that testing and to provide an opinion on compliance but not to provide an opinion on the effectiveness of internal control over compliance and, (c) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance and the Uniform Guidance and the *State Single Audit Guidelines* in considering internal control over compliance and major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

g. Your financial statements contain components, as defined by auditing standards generally accepted in the United States of America, which we also audit.

We are very interested in your views regarding certain matters. Those matters are listed here:

a. We typically will communicate with your top level of management unless you tell us otherwise.

b. We understand that the governing body has the responsibility to oversee the strategic direction of your organization, as well as the overall accountability of the entity. Management has the responsibility for achieving the objectives of the entity.

c. We need to know your views about your organization's objectives and strategies, and the related business risks that may result in material misstatements.

d. We anticipate that the city will receive an unmodified opinion on its financial statements.

e. Which matters do you consider warrant particular attention during the audit, and are there any areas where you request additional procedures to be undertaken?

f. Have you had any significant communications with regulators or grantor agencies?

g. Are there other matters that you believe are relevant to the audit of the financial statements?

Also, is there anything that we need to know about the attitudes, awareness, and actions of the governing body concerning:

a. The entity's internal control and its importance in the entity, including how those charged with governance oversee the effectiveness of internal control?

b. The detection or the possibility of fraud?

We also need to know if you have taken actions in response to developments in financial reporting, laws, accounting standards, governance practices, or other related matters, or in response to previous communications with us.

With regard to the timing of our audit, here are some general observations. If necessary, we may do preliminary audit work during the months of October-December, and sometimes early January. Our final fieldwork is scheduled during the spring to best coincide with your readiness and report deadlines. After fieldwork, we wrap up our audit procedures at our office and may issue drafts of our report for your review. Final copies of our report and other communications are issued after approval by your staff. This is typically 6-12 weeks after final fieldwork, but may vary depending on a number of factors.

Keep in mind that while this communication may assist us with planning the scope and timing of the audit, it does not change the auditor's sole responsibility to determine the overall audit strategy and the audit plan, including the nature, timing, and extent of procedures necessary to obtain sufficient appropriate audit evidence.

We realize that you may have questions on what it means, or wish to provide other feedback. We welcome the opportunity to hear from you. Please contact your engagement partner, Kim Shult, at 1.612.876.4912 or email at kimberly.shult@bakertilly.com. We look forward to hearing from you.

Sincerely,

BAKER TILLY US, LLP

Baker Tilly US, LLP

Report to the
Joint Finance/Personnel Committee
of the City of Green Bay

MEETING DATE	PREPARED BY
December 15, 2020	

AGENDA ITEM # K.5

To refer to staff a request by Ald. Wery to the Finance committee which states: "Due to ongoing reasons of 'inadequate staffing' and 'prioritizing of tasks' in our Law Dept, I am requesting we hire City Ethics Inc, or a similar qualified party, to draft revisions to the city's Code of Ethics and Code of Conduct as recommended in their 2018 findings paid for by the City of Green Bay". Staff to continue working on it and to come back in February to give a status update and to be treated as a priority. In addition, if this does not look to be on track to completed by the end of April or early May then we look at other options to see what can be done to get this project done.

BACKGROUND

Supporting documentation for this item can be found in the 11/02/20 Joint Finance/Personnel Committee meeting packet and the 11/17/20 Finance Committee meeting packet.

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

Report to the
Finance Committee
of the City of Green Bay

MEETING DATE	PREPARED BY
December 15, 2020	

AGENDA ITEM # K.6

To proceed as directed in closed session with pending litigation in Harris v. Meves et al.

The Committee/Council may convene in closed session pursuant to Section 19.85(1)(g) Wisconsin Statutes for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. The Committee/Council may, thereafter, reconvene in open session pursuant to Section 19.85(2) Wisconsin Statutes to report any actions taken during the closed session and to consider all other matters on the agenda.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

Report to the
Finance Committee
of the City of Green Bay

MEETING DATE	PREPARED BY
December 15, 2020	

AGENDA ITEM # K.7

To receive and place on file the report of the Claims Committee.

The Committee may convene in closed session pursuant to Section 19.85(1) (g), Wis. Stats., for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. The Committee may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. CONFIDENTIAL - Claims Committee Rpt December 2020

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
December 15, 2020	Cheryl Renier-Wigg, Staff

AGENDA ITEM # L.1

To refer to staff the JBS/Packerland Packing Site Development Agreement.

The Council may convene in closed session pursuant to Sections 19.85(1)(g), Wis. Stats., for purposes of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. The Council may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

BACKGROUND

Report to be presented at meeting.

RECOMMENDATION

To be discussed at meeting.

FISCAL IMPACT

ATTACHMENTS

None

Report to the
Improvement and Service Committee of the City of Green Bay

MEETING DATE	PREPARED BY
December 15, 2020	

AGENDA ITEM # M.1

To approve to reduce the invoice to $40 on request by James Gehr to rescind the bulk waste invoice of $80 at 1104 Shea Avenue.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Invoice 137419_Bulk Waste_1104 Shea Avenue

-----Original Message-----
From: James Gehr
Sent: Thursday, October 29, 2020 3:17 PM
To: Green Bay Public Works
Subject: Invoice137419 solid waste collection

I placed a pile of usable lumber in front of my house to be pick up by a specific person, material was gone when he arrived at my house, we assumed someone grabbed it. Only to receive a bill today for solid waste collection. There was a sign with the materials indicating the person picking up, this was useable materials stacked onto a pallet, plywood, 2x4s etc. I had no intention of junking these materials, if was issue of disposal would have cut up for fire, and should not be held accountable for a error on city assuming was waste when clearly was not. Any questions please feel free to contact me,

Sent from my iPad

GREEN BAY CITY TREASURER

100 North Jefferson Street, Room 106
Green Bay, WI 54301-5026

INVOICE

Invoice Date	Invoice No.
10/26/2020	137419
Customer Number	
58889	
Invoice Total Due	
$80.00	
Customer PO	Due Date
	11/25/2020

FOR PARCEL 18-84 AT 1104 SHEA AVE - ITEMS COLLECTED: WOOD 10/20/2020

JAMES R GEHR
1104 SHEA AVE
GREEN BAY, WI 54303-

000001820206001374198000000080002

✂ Please Detach and return top portion with your payment ✂

City of Green Bay, Green Bay, WI 54301 **Invoice Date:** 10/26/2020 **Customer Number:** 58889

Description	Quantity	Price	UOM	Original Bill	Adjusted	Paid	Amount Due
BULK WASTE 0-3 CY	1.00	$80.00	EACH	$80.00	$0.00	$0.00	$80.00

Please put Invoice Number on your check.
Make checks payable to City of Green Bay.

Invoice Total: **$80.00**

GENERAL ORDINANCE 9.02 SOLID WASTE COLLECTION REGULATIONS - THE AMOUNT MUST BE PAID IN 30 DAYS OR BE PLACED ON THE TAX ROLL. PLEASE CALL THE DEPARTMENT OF PUBLIC WORKS AT (920) 448-3535 WITH ANY QUESTIONS.

ORIGINAL COPY


1104

Report to the
Improvement and Service Committee of the City of Green Bay

MEETING DATE	PREPARED BY
December 15, 2020	

AGENDA ITEM # M.2

To refer to staff for study to have a traffic barrier installed on Bellevue Street running north from Lilac Lane. (Ald. Galvin)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Ald. Galvin_ Late Communications

From: Jaime Fuge
To: Steven Grenier
Cc: Jamie Destiche; Elizabeth Nadolski-Spears
Subject: FW: Late Communications
Date: Wednesday, November 11, 2020 4:21:21 PM

Hi,

Please see below the communications for I&S from yesterday's meeting.

Thank you,
Jaime

From: District Four
Sent: Wednesday, November 11, 2020 4:16 PM
To: Jaime Fuge <Jaime.Fuge@greenbaywi.gov>
Subject: Re: Late Communications

Yes I do Jamie and I apologize for not sending them earlier.

1. For the Bike, Ped, Traffic committee, I would like a marked crossing at the intersection of E Mason At and Goodell St for crossing Mason At

2. For I&S, I would like to have a traffic barrier installed on Bellevue St. running north from Lilac St.

On November 11, 2020, at 1:25 PM, Jaime Fuge <Jaime.Fuge@greenbaywi.gov> wrote:

Hi,

Do you have the late communications from 11/10 to distribute to the appropriate committees?

Thank you,
Jaime

Report to the
Improvement and Service Committee of the City of Green Bay

MEETING DATE	PREPARED BY
December 15, 2020	

AGENDA ITEM # M.3

To refer to staff for study a way to install the floating docks when water levels are high and preparing docks at Leicht Park for spring fishing tournament. (Ald. Scannell)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Ald. Scannell_ communications

From: Jaime Fuge
To: Steven Grenier
Cc: Jamie Destiche; Elizabeth Nadolski-Spears
Subject: FW: communications
Date: Wednesday, November 11, 2020 9:18:10 AM

Good Morning,

Please see below the following communication for I&S from Ald. Scannell.

Thank you,
Jaime

From: District Seven
Sent: Wednesday, November 11, 2020 9:06 AM
To: Jaime Fuge <Jaime.Fuge@greenbaywi.gov>
Subject: communications

Good morning Jamie!

Here are two communications:

I&S - Consideration with possible action on preparing docks at Liecht Park for spring fishing tournament.

P&P - Police report on the compliance and policing of the mask mandate.

Have a great day and stay safe!
Randy

Report to the
Improvement and Service Committee of the City of Green Bay

MEETING DATE	PREPARED BY
December 15, 2020	

AGENDA ITEM # M.4

To approve the request by the Department of Public Works to award a contract for miscellaneous Architecture and Engineering Services to Berners Schober Associates, Inc. for 2021-2022.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. CITYGB_MASTERAGREEMENT_2021-2023_DRAFT

AIA® Document B104™ – 2017

Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the First day of January in the year Two Thousand Twenty One
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

CITY OF GREEN BAY
100 North Jefferson Street
Green Bay, Wisconsin 54301

and the Architect:
(Name, legal status, address and other information)

BERNERS-SCHOBER ASSOCIATES, INC.
310 Pine Street
Green Bay, Wisconsin 54301

for the following Project:
(Name, location and detailed description)

This document is intended to serve as a Master Agreement Governing Projects for which services is requested in writing by City of Green Bay and accepted by the Architect between January 1, 2021 and December 31, 2022. The work for all projects requiring architectural services shall be performed pursuant to a project specific executed Service Authorization Agreement (see Attachment A). The Service Authorization Agreement shall describe the architectural services to be provided and shall be executed by the Architect and City of Green Bay. The Service Authorization Agreement shall specify the terms of the specific project and reference this modified B104 document for incorporation.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:
(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

To be established in writing in the project scope and budget description or planning phase.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

Commercial General Liability with policy limits of not less than One Million Dollars ($1,000,000) for each occurrence and Two Million Dollars ($2,000,000) in the aggregate for bodily injury and property damage.

.2 Automobile Liability

Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars ($1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

.3 Workers' Compensation

Worker's Compensation at statutory limits.

.4 Professional Liability

Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars ($2,000,000) per claim and Two Million Dollars ($2,000,000) in the aggregate.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Design Phase Services
§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Construction Documents Phase Services
§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

§ 3.4 Construction Phase Services
§ 3.4.1 General
§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 Changes in the Work
The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 Project Completion
The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement.
(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

§ 4.2.2 The Architect shall review and evaluate Contractor's proposals, and if necessary, prepare Drawings, Specifications and other documentation and data, and provide any other services made necessary by Change Orders and Construction Change Directives prepared by the Architect as an Additional Service.

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within Twenty Four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** authorize rebidding or renegotiating of the Project within a reasonable time;
- **.3** terminate in accordance with Section 9.5;
- **.4** in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- **.5** implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the

Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[**X**] Arbitration pursuant to Section 8.3 of this Agreement

[ ] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

$0.00

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

$0.00

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ **10.5** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ **10.6** The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ **10.7** The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ **10.8** The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ **11.1** For the Architect's Services described under Article 3 and 4, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

N/A

.2 Percentage Basis
(Insert percentage value)

N/A

.3 Other
(Describe the method of compensation)

Hourly Billing Rates in Article 11.3

§ **11.2** For services of Consultants required for the project who are not employees of the Architect, the Owner shall compensate the Architect as follows:
(Paragraphs deleted)
a multiple of One on hundredths (1.1) times the amounts billed to the Architect for such services.

§ **11.3**
(Paragraphs deleted)
The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below.

Employee or Category	**Rate**

§ **11.4 Compensation for**
(Paragraphs deleted)
Reimbursable Expenses
§ **11.4.1** Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Permitting and other fees required by authorities having jurisdiction over the Project;

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.3 Printing, reproductions, plots, and standard form documents;
.4 Postage, handling, and delivery;
.5 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
.6 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
.7 All taxes levied on professional services and on reimbursable expenses;
.8 Other similar Project-related expenditures.

§ 11.4.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants.

§ 11.5
(Paragraphs deleted)
Payments to the Architect
(Paragraphs deleted)
§ 11.5.1 Initial Payment
An initial payment of Zero ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.5.2 Progress Payments
§ 11.5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Ninety (90) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

National Prime Rate plus 2%.

§ 11.5.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.5.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

(Paragraphs deleted)
(Table deleted)
ARTICLE 12 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

§ 12.1 Whenever the Owner requests services for a given project, the Owner and Architect shall execute a written Services Authorization Agreement, which the parties hereby agree incorporates the terms and conditions of this Master Agreement unless and only to the extent otherwise agreed to in writing in the Service Authorization Agreement.

ARTICLE 13 SCOPE OF THE AGREEMENT
§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:
.1 AIA Document B104™–2017, Standard Abbreviated Form of Agreement Between Owner and Architect

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203–2013 incorporated into this agreement.)

January 1, 2021

.3 Exhibits:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)

N/A

.4 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

Attachment A – Service Authorization Agreement
Attachment B – City of Green Bay Hourly Rates

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
City of Green Bay Steven Grenier Director of Public Works	Berners-Schober Associates, Inc. Ian W. Griffiths, RIBA, AIA, LEED AP BD+C President
(Printed name and title)	*(Printed name, title, and license number, if required)*

AIA® Document E203™ – 2013

Building Information Modeling and Digital Data Exhibit

This Exhibit dated the First day of January in the year Two Thousand Twenty One is incorporated into the agreement (the "Agreement") between the Parties for the following Project:
(Name and location or address of the Project)

{Project Name}
City of Green Bay
100 N. Jefferson Street
Green Bay, Wisconsin 54301

This document is intended to serve as a Master Agreement governing projects for which service is requested in writing by City of Green Bay and accepted by the Architect between January 1, 2021 and December 31, 2022. The work for all projects requiring Architectural Services shall be performed pursuant to a project specific executed Service Authorization Agreement (see Attachment A). The Service Authorization Agreement shall describe the Architectural Services to be provided and shall be executed by the Architect and City of Green Bay. The Service Authorization Agreement shall specify the terms of the specific project and reference this modified B104-2017 document for incorporation. This Contract shall supersede previous Agreements.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be incorporated into an agreement between the parties and used in conjunction with AIA Documents G201™–2013, Project Digital Data Protocol Form, and G202™–2013, Building Information Modeling Protocol Form. It is anticipated that other Project Participants will incorporate a project specific E203–2013 into their agreements, and that the Parties and other Project Participants will set forth the agreed-upon protocols in AIA Documents G201–2013 and G202–2013.

TABLE OF ARTICLES

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 This Exhibit provides for the establishment of protocols for the development, use, transmission, and exchange of Digital Data for the Project. If Building Information Modeling will be utilized, this Exhibit also provides for the establishment of the protocols necessary to implement the use of Building Information Modeling on the Project, including protocols that establish the expected Level of Development for Model Elements at various milestones of the Project, and the associated Authorized Uses of the Building Information Models.

§ 1.2 The Parties agree to incorporate this Exhibit into their agreements with any other Project Participants that may develop or make use of Digital Data on the Project. Prior to transmitting or allowing access to Digital Data, a Party may require any Project Participant to provide reasonable evidence that it has incorporated this Exhibit into its agreement for the Project, and agreed to the most recent Project specific versions of AIA Document G201™–2013, Project Digital Data Protocol Form and AIA Document G202™–2013, Project Building Information Modeling Protocol Form.

§ 1.2.1 The Parties agree that each of the Project Participants utilizing Digital Data on the Project is an intended ~~third party~~ third-party beneficiary of the Section 1.2 obligation to incorporate this Exhibit into agreements with other Project Participants, and any rights and defenses associated with the enforcement of that obligation. This Exhibit does not create any third-party beneficiary rights other than those expressly identified in this Section 1.2.1.

§ 1.3 Adjustments to the Agreement

§ 1.3.1 If a Party believes that protocols established pursuant to Sections 3.2 or 4.5, and memorialized in AIA Documents G201–2013 ~~and~~ and/or G202–2013, will result in a change in the Party's scope of work or services warranting an adjustment in compensation, contract sum, schedule or contract time, the Party shall notify the other Party. Failure to provide notice as required in this Section 1.3 shall result in a Party's waiver of any claims for adjustments in compensation, contract sum, schedule or contract time as a result of the established protocols.

§ 1.3.2 Upon such notice, the Parties shall discuss and negotiate revisions to the protocols or discuss and negotiate any adjustments in compensation, contract sum, schedule or contract time in accordance with the terms of the Agreement.

§ 1.3.3 Notice required under this Section 1.3 shall be provided within thirty days of receipt of the protocols, or identified in the Service Authorization Agreement unless otherwise indicated below:
(If the Parties require a notice period other than thirty days from receipt of the protocols, indicate the notice period below.)

§ 1.4 Definitions

§ 1.4.1 Building Information Model. A Building Information Model is a digital representation of the Project, or a portion of the Project, and is referred to in this Exhibit as the "Model," which term may be used herein to describe a Model Element, a single model or multiple models used in the aggregate, as well as other data sets identified in AIA Document G202–2013, Project Building Information Modeling Protocol Form.

§ 1.4.2 Building Information Modeling. Building Information Modeling or Modeling means the process used to create the Model.

§ 1.4.3 Model Element. A Model Element is a portion of the Model representing a component, system or assembly within a building or building site.

§ 1.4.4 Level of Development. The Level of Development (LOD) describes the minimum dimensional, spatial, quantitative, qualitative, and other data included in a Model Element to support the Authorized Uses associated with such LOD.

§ 1.4.5 Authorized Uses. The term "Authorized Uses" refers to the permitted uses of Digital Data authorized in the Digital Data and/or Building Information Modeling protocols established pursuant to the terms of this Exhibit.

§ 1.4.6 Model Element Author. The Model Element Author is the entity (or individual) responsible for managing and coordinating the development of a specific Model Element to the LOD required for an identified Project milestone, regardless of who is responsible for providing the content in the Model Element. Model Element Authors are to be identified in Section 3.3, Model Element Table, of AIA Document G202–2013.

§ 1.4.7 Digital Data. Digital Data is information, including communications, drawings, specifications and designs, created or stored for the Project in digital form. Unless otherwise stated, the term Digital Data includes the Model.

§ 1.4.8 Confidential Digital Data. Confidential Digital Data is Digital Data containing confidential or business proprietary information that the transmitting party designates and clearly marks as "confidential."

§ 1.4.9 Written or In Writing. In addition to any definition in the Agreement to which this Exhibit is attached, for purposes of this Exhibit and the Agreement, "written" or "in writing" shall mean any communication prepared and sent using a transmission method set forth in this Exhibit, or the protocols developed pursuant to this Exhibit, that permits the recipient to print the communication.

§ 1.4.10 Written Notice. In addition to any terms in the Agreement to which this Exhibit is attached, for purposes of this Exhibit and the Agreement, "written notice" shall be deemed to have been duly served if transmitted electronically to an address provided in this Exhibit or the Agreement using a transmission method set forth in this Exhibit that permits the recipient to print the communication.

§ 1.4.11 Party and Parties. The terms "Party" and "Parties" refer to the signing parties to the Agreement.

§ 1.4.12 Project Participant. A Project Participant is an entity (or individual) providing services, work, equipment or materials on the Project and includes the Parties.

ARTICLE 2 TRANSMISSION AND OWNERSHIP OF DIGITAL DATA

§ 2.1 The transmission of Digital Data constitutes a warranty by the Party transmitting Digital Data to the Party receiving Digital Data that the transmitting Party is the copyright owner of the Digital Data, or otherwise has permission to transmit the Digital Data for its use on the Project in accordance with the Authorized Uses of Digital Data established pursuant to the terms of this Exhibit.

§ 2.2 If a Party transmits Confidential Digital Data, the transmission of such Confidential Digital Data constitutes a warranty to the Party receiving such Confidential Digital Data that the transmitting Party is authorized to transmit the Confidential Digital Data. If a Party receives Confidential Digital Data, the receiving Party shall keep the Confidential Digital Data strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 2.2.1.

§ 2.2.1 The receiving Party may disclose Confidential Digital Data as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The receiving Party may also disclose the Confidential Digital Data to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Digital Data as set forth in this Exhibit.

§ 2.3 By transmitting Digital Data, the transmitting Party does not convey any ownership right in the Digital Data or in the software used to generate the Digital Data. Unless otherwise granted in a separate license, the receiving Party's right to use, modify, or further transmit Digital Data is specifically limited to designing, constructing, using, maintaining, altering and adding to the Project consistent with the terms of this Exhibit, and nothing contained in this Exhibit conveys any other right to use the Digital Data.

§ 2.4 Where a provision in this Article 2 conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Article 2 shall prevail.

ARTICLE 3 DIGITAL DATA PROTOCOLS

§ 3.1 Anticipated Types of Digital Data. The anticipated types of Digital Data to be used on the Project are as follows:
(Indicate below the information on the Project that shall be created and shared in a digital format. If the Parties indicate that Building Information Modeling will be utilized on the Project, the Parties shall also complete Article 4.)

Anticipated Digital Data	**Applicability to the Project** *(Indicate Applicable or Not Applicable)*	**Location of Detailed Description** *(Section 3.1.1 below or in an attachment to this exhibit and identified below)*
Project Agreements and Modifications	Not Applicable	Not Applicable
Project communications	Applicable	SharePoint or E-Builder
Architect's pre-construction submittals	Applicable	SharePoint or E-Builder
Contract Documents	Applicable	SharePoint or E-Builder
Contractor's submittals	Applicable	SharePoint or E-Builder
Subcontractor's submittals	Applicable	SharePoint or E-Builder
Modifications	Applicable	SharePoint or E-Builder

Project payment documents	Applicable	SharePoint or E-Builder
Notices and claims	Applicable	SharePoint or E-Builder
Building Information Modeling	Not Applicable	SharePoint or E-Builder
CADD	Applicable	SharePoint or E-Builder

§ 3.1.1 Insert a detailed description of the anticipated Digital Data identified in Section 3.1, if not further described in an attachment to this Exhibit.

Most of the documents are transmitted in PDF format. Some of the data may be in Word, Excel, AutoCAD or Revit. These files are transmitted to the receiving party and shall not be altered unless approved by the transmitting party. The receiving party may utilize the AutoCAD or Revit file for their convenience, but the bid or negotiated hard copy PDF drawings and construction specifications shall be the representation of the contract obligations. The architect or engineer shall assume no responsibilities for errors or omissions in utilization of the AutoCAD file.

§ 3.2 As soon as practical following execution of the Agreement, the Parties shall further describe the uses of Digital Data, and establish necessary protocols governing the transmission and Authorized Uses of Digital Data, in consultation with the other Project Participants that are expected to utilize Digital Data on the Project.

§ 3.2.1 Unless another Project Participant is identified below, the Architect shall prepare and distribute to the other Project Participants Digital Data protocols for review, revision and approval.
(If a Project Participant other than the Architect shall be responsible for preparing draft and final Digital Data protocols, identify that Project Participant.)

§ 3.2.2 The agreed upon Digital Data protocols shall be set forth in AIA Document G201–2013 and each Project Participant shall memorialize their agreement in writing to such Digital Data protocols.

§ 3.2.3 The Parties, together with the other Project Participants, shall review and, if necessary, revise the Digital Data protocols at appropriate intervals as required by the conditions of the Project.

§ 3.3 The Parties shall transmit, use, store and archive Digital Data in accordance with the Digital Data protocols set forth in the latest version of AIA Document G201–2013 agreed to by the Project Participants.

§ 3.4 Unauthorized Use
§ 3.4.1 Prior to Establishment of Digital Data Protocols
If a Party receives Digital Data prior to the agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, that Party is not authorized to use or rely on the Digital Data. Any use of, or reliance on, such Digital Data is at that Party's sole risk and without liability to the other Party and its contractors, consultants, agents and employees.

§ 3.4.2 Following Establishment of Digital Data Protocols
Following agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, if a Party uses Digital Data inconsistent with the Authorized Uses identified in the Digital Data protocols, that use shall be at the sole risk of the Party using the Digital Data.

§ 3.5 Digital Data Management
§ 3.5.1 Centralized electronic document management system use on the Project shall be:
(Check the appropriate box. If the Parties do not check one of the boxes below, the default selection shall be that the Parties will not utilize a centralized electronic document management system on the Project.)

[X] The Parties intend to use a centralized electronic document management system on the Project.

[ ] The Parties do not intend to use a centralized electronic document management system on the Project.

~~§ 3.5.2~~

§ 3.5.2 If the Project Participants intend to utilize a centralized electronic document management system on the Project, the Project Participants identified in Section 3.5.3 shall be responsible for managing and maintaining such system. The Project Participants responsible for managing and maintaining the centralized electronic document management system shall facilitate the establishment of protocols for transmission, use, storage and archiving of the centralized Digital Data and assist the Project Participants identified in Section 3.2.1 above in preparing Digital Data protocols. Upon agreement to, and documentation of, the Digital Data protocols in AIA Document G201–2013, the Project Participants identified in Section 3.5.3 shall manage and maintain the centralized electronic document management system consistent with the management protocols set forth in the latest version of G201–2013 approved by the Project Participants.

§ 3.5.3 Unless responsibility is assigned to another Project Participant, the Architect shall be responsible for managing and maintaining the centralized electronic document management system. If the responsibility for management and maintenance will be assigned to another Project Participant at an identified Project milestone, indicate below the Project Participant who shall assume that responsibility, and the Project milestone.
(Identify the Project Participant responsible for management and maintenance only if the Parties intend to utilize a centralized electronic document management system on the Project.)

Responsible Project Participant	Project Milestone

ARTICLE 4 BUILDING INFORMATION MODELING PROTOCOLS

§ 4.1 If the Parties indicate in Section 3.1 that Building Information Modeling will be used on the Project, specify below the extent to which the Parties intend to utilize Building Information Modeling and identify the provisions of this Article 4 governing such use:

[X] The Parties shall utilize Building Information Modeling on the Project for the sole purpose of fulfilling the obligations set forth in the Agreement without an expectation that the Model will be relied upon by the other Project Participants. Unless otherwise agreed in writing, any use of, transmission of, or reliance on the Model is at the receiving Party's sole risk. The remaining sections of this Article 4 shall have no force or effect.

[ ] The Parties shall develop, share, use and rely upon the Model in accordance with Sections 4.2 through 4.10 of this Exhibit.

~~**§ 4.2 Anticipated Building Information Modeling Scope.** Indicate below the portions of the Project for which Modeling will be used and the anticipated Project Participant responsible for that Modeling.~~§

~~Project Portion for Modeling~~	~~Responsible Project Participant~~

~~**§ 4.3 Anticipated Model Authorized Uses.** Indicate below the anticipated Authorized Uses of the Model for the Project, which Authorized Uses will be agreed upon by the Project Participants and further described for each LOD in AIA Document G202–2013.~~

~~**§ 4.4 Ancillary Modeling Activities.** Indicate additional Modeling activities agreed upon by the Parties, but not to be included in AIA Document G202–2013, if any.~~
~~*(Describe any Modeling activities, such as renderings, animations, performance simulations, or other similar use, including the anticipated amount and scope of any such Modeling activities.)*~~

~~**§ 4.5 Modeling Protocols.** As soon as practical following execution of the Agreement, the Parties shall, in consultation with the other Project Participants that are expected to utilize Building Information Modeling on the Project, further describe the Authorized Uses of the Model and establish necessary protocols governing the development of the Model utilizing AIA Document G202–2013.~~

~~**§ 4.5.1** The Modeling protocols shall address the following:~~

~~**.1** Identification of the Model Element Authors;~~

~~**.2** Definition of the various LOD for the Model Elements and the associated Authorized Uses for each defined LOD;~~

~~**.3** Identification of the required LOD of each Model Element at each identified Project milestone;~~

~~**.4** Identification of the construction classification systems to be used on the Project;~~

~~**.5** The process by which Project Participants will exchange and share the Model at intervals not reflected in Section 3.3, Model Element Table, of AIA Document G202–2013;~~

~~**.6** The process by which the Project Participants will identify, coordinate and resolve changes to the Model;~~

~~**.7** Details regarding any anticipated as-designed or as-constructed Authorized Uses for the Model, if required on the Project;~~

~~**.8** Anticipated Authorized Uses for facilities management or otherwise, following completion of the Project; and~~

~~**.9** Other topics to be addressed by the Modeling protocols: *(Identify additional topics to be addressed by the Modeling Protocols.)*~~

~~**§ 4.5.2** Unless responsibility is assigned to another Project Participant identified below, the Architect shall prepare and distribute Modeling protocols to the other Project Participants for review, revision and approval.~~
~~*(If a Project Participant other than the Architect shall be responsible for preparing draft and final Modeling protocols, identify that Project Participant.)*~~

~~**§ 4.5.3** The agreed upon Modeling protocols shall be set forth in AIA Document G202–2013 and each Project Participant shall memorialize their agreement in writing to such Modeling protocols.~~

~~**§ 4.5.4 The Parties, together with the other Project Participants, shall review, and if necessary, revise the Modeling protocols at appropriate intervals as required by the conditions of the Project.**~~

~~**§ 4.6** The Parties shall develop, use and rely on the Model in accordance with the Modeling protocols set forth in the latest version of AIA Document G202–2013, which document shall be included in or attached to the Model in a manner clearly accessible to the Project Participants.~~

~~**§ 4.7 Unauthorized Use**~~

~~**§ 4.7.1 Prior to Establishment of Modeling Protocols**~~
~~If a Party receives any Model prior to the agreement to, and documentation of, the Modeling protocols in AIA Document G202–2013, that Party is not authorized to use, transmit, or rely on the Model. Any use, transmission or reliance is at that Party's sole risk and without liability to the other Party and its contractors, consultants, agents and employees.~~

~~**§ 4.7.2 Following Establishment of Modeling Protocols**~~
~~Following agreement to, and documentation of, the Modeling protocols in AIA Document G202–2013, if a Party uses or relies on the Model inconsistent with the Authorized Uses identified in the Modeling protocols, such use or reliance shall be at the sole risk of the Party using or relying on the Model. A Party may rely on the Model Element only to the extent consistent with the minimum data required for the identified LOD, even if the content of a specific Model Element includes data that exceeds the minimum data required for the identified LOD.~~

~~**§ 4.8 Model Management**~~

~~**§ 4.8.1** The requirements for managing the Model include the duties set forth in this Section 4.8. Unless assigned to another Project Participant, the Architect shall manage the Model from the inception of the Project. If the responsibility for Model management will be assigned to another Project Participant, or change at an identified Project milestone, indicate below the identity of the Project Participant who will assume that responsibility, and the Project milestone.~~

~~**Responsible Project Participant** **Project Milestone**~~

~~**§ 4.8.2 Model Management Protocol Establishment.** The Project Participant responsible for managing the Model, in consultation with the other Project Participants that are expected to utilize Building Information Modeling on the Project, shall facilitate the establishment and revision of Model management protocols, including the following:~~

~~**.1** Model origin point, coordinate system, precision, file formats and units~~
~~**.2** Model file storage location(s)~~
~~**.3** Processes for transferring and accessing Model files~~
~~**.4** Naming conventions~~
~~**.5** Processes for aggregating Model files from varying software platforms~~
~~**.6** Model access rights~~
~~**.7** Identification of design coordination and clash detection procedures.~~
~~**.8** Model security requirements~~
~~**.9** Other: *(Identify additional Model management protocols to be addressed.)*~~

~~**§ 4.8.3 Ongoing Responsibilities.** The Project Participant responsible for managing the Model shall do so consistent with the Model management protocols, which shall also include the following ongoing responsibilities:~~

~~**.1** Collect incoming Models:~~
~~**.1** Coordinate submission and exchange of Models~~
~~**.2** Create and maintain a log of Models received~~
~~**.3** Review Model files for consistency with Sections 4.8.2.1 through 4.8.2.5~~
~~**.4** Maintain a record copy of each Model file received~~
~~**.2** Aggregate Model files and make them available for Authorized Uses~~
~~**.3** Maintain Model Archives and backups consistent with the requirements of Section 4.8.4 below~~
~~**.4** Manage Model access rights~~
~~**.5** Other: *(Identify additional responsibilities.)*~~

~~**§ 4.8.4 Model Archives.** The individual or entity responsible for Model management as set forth in this Section 4.8 shall compile a Model Archive at the end of each Project milestone and shall preserve it without alteration as a record of Model completion as of that Project milestone.~~

~~**§ 4.8.4.1** Additional Model Archive requirements, if any, are as follows:~~

~~**§ 4.8.4.2** The procedures for storing and preserving the Model(s) upon final completion of the Project are as follows:~~

~~**§ 4.9 Post-Construction Model.** The services associated with providing a Model for post-construction use shall only be required if specifically designated in the table below as a Party's responsibility.~~
~~(Designate below any anticipated post-construction Model and related requirements, the Project Participant responsible for creating or adapting the Model to achieve such uses, and the location of a detailed description of the anticipated scope of services to create or adapt the Model as necessary to achieve such uses.)~~

~~**Post-Construction Model**~~	~~**Applicability to Project** *(Applicable or Not Applicable)*~~	~~**Responsible Project Participant**~~	~~**Location of Detailed Description of Requirements and Services** *(Section 4.10 below or in an attachment to this exhibit and identified below)*~~

DRAFT

~~§ 4.9.1 Remodeling~~			
~~§ 4.9.2 Wayfinding and Mapping~~			
~~§ 4.9.3 Asset/FF & E Management~~			
~~§ 4.9.4 Energy Management~~			
~~§ 4.9.5 Space Management~~			
~~§ 4.9.6 Maintenance Management~~			

~~**§ 4.10** Insert a detailed description of the requirements for each Post-Construction Model identified in Section 4.9 and the anticipated services necessary to create each Post-Construction Model, if not further described in an attachment to this Exhibit.~~

ARTICLE 5 OTHER TERMS AND CONDITIONS

Other terms and conditions related to the transmission and use of Digital Data are as follows:

§ **5.1** The E203-2013 document is included in the Architect-Owner Agreement as an understanding of the Digital Data Transfer that will occur under the Master Agreement for specific projects identified in a Service Authorization Agreement. This document and the accompanied G201 and/or G202 will be included in the Contractor's Contract, so as to bind all parties to the use of the Data.

ATTACHMENT "A"

Berners-Schober Associates, Inc.
SERVICE AUTHORIZATION AGREEMENT

Owner: City of Green Bay

Facility Name: KI Convention Center

Project Name: Electrical A/V Upgrades

Project Number: 6160.17

Location: Green Bay, Wisconsin

Services Initiated By:

This service authorization is according to paragraph 12.1 of the AIA B104-2017 Master Owner-Architect Agreement dated 01/01/2021

DESCRIPTION OF SERVICE:

Project Narrative:
This SAA is Based on our understanding of the project as follows:

Project Type:	
Area:	
Occupancy Type:	
Construction Class:	
Floors Affected:	
Fire Protection System:	
Owner Contact:	
Estimated Construction Cost:	
Construction Contract Procedure:	
Contractor:	

Professional Services:
All basic services will be provided by Berners-Schober Assoc. Inc. employees.

Schedule/Site Visits:
The anticipated schedule for providing these services is as follows with the necessary Owner review and approval time between phases to be confirmed:

Schematic Design:	weeks
Construction Document Phase:	weeks
Bid/Negotiate/Contract:	weeks
Construction:	weeks

We will provide a minimum of 1 construction site visit every other week.

Compensation: (Basic Services)
The professional services fee shall be $

Reimbursable Expenses:
Reimbursable Expenses will be invoiced in addition to professional fees. We recommend an allowance of $ to be budgeted for such expenses. These expenses include, but are not limited to: instruments of service, printing/handling/postage, approval fees, travel and subsistence.

This service authorization is provided in two originals. Please sign both copies in the space provided below, retain one copy for your files, and return one copy to the Architect.

OWNER: **City of Green Bay**

Signature

Printed Name and Title

Date

ARCHITECT: **Berners-Schober Associates, Inc.**

Signature

Printed Name and Title

Date

bernersschober.com 920.432.4865
310 Pine Street | Green Bay, WI 54301

Attachment B – CITY GREEN BAY
For Period January 1, 2021 to December 31, 2022

	2021	2022
MANAGING PRINCIPAL	$175	$180
PRINCIPAL	$160	$165
PROJECT MANAGER	$140	$145
SENIOR PROFESSIONAL	$125	$130
PROJECT PROFESSIONAL	$120	$125
STAFF PROFESSIONAL	$85	$90
SENIOR TECHINICAL STAFF	$90	$95
TECHNICAL STAFF	$80	$85
IT SUPPORT/ACCOUNTING	$85	$90
ADMINISTRATIVE SUPPORT	$70	$75
STUDENT STAFF	$50	$60

Senior Professional includes; Architects, Engineers, Designers and Field Reps.

Project Professional includes; Architects, Engineers, Designers, and Field Reps.

Staff Professionals includes; Intern-Architects, Engineers-in-Training (EIT) and Designers

Consultant and Sub-Consultant rates may vary from above listed rates.

Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE	PREPARED BY
December 15, 2020	

AGENDA ITEM # M.5

To approve the 2021 Sanitary District rates as provided in the Proposed 2021 Sewer Service Charges summary.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. PROPOSED Sewer Service Charges 2021 Up-dated 12072020
2. SSD GRAPH HISTORY78- 21 Revised 12072020
3. SSD RATE HISTORY78- 21 Revised 12072020

PROPOSED 2021
SEWER SERVICE CHARGES
Up-dated 12/07/2020

SECTION (3)(c)1. NON-MONITORED USERS

Section (3)(c)1.a. Normal Sewage Strength Parameters — Five year Average

Biochemical Oxygen Demand (BOD)	= 244 ppm
Suspended Solids (S.S.)	= 403 ppm
Phosphorous	= 6.7 ppm
Total Kjeldahl Nitrogen (TKN)	= 38.3 ppm

Section (3)(c)1.b. Service Charge

Service Charge = Customer Charge + Volume Charge

Section (3)(c)1.c. Customer Charge

	Monthly Billed Customers		Quarterly Billed Customers	
Meter Size (Inches)	Allowance (100 c.f.)	Amount ($)	Allowance (100 c.f.)	Amount ($)
5/8 or 3/4	1	$ 15.80	3	$ 34.20
1	3	28.70	9	71.50
1 1/2	5	41.60	15	108.80
2	10	74.50	30	203.60
3	20	162.40	60	460.50
4	30	240.60	90	668.6
6	65	474.40	195	1,329.90
8	175	1,112.50	510	3,124.20
10	250	1,580.80	750	4,542.80

c.f. = cubic feet

Section (3)(c)1.d. Volume Charge

The G.B.M.S.D. rates for the current period are:

Volume: ....$0.89851/1,000 gallons
BOD:..................................$0.56977/pound
Suspended Solids $0.54823/pound
Phosphorous: $1.28923/pound
TKN: $1.10220/pound

Based On The G.B.M.S.D. Rates, The Volume Charges Are As Follows:

The G.B.M.S.D. Charge shall be: .... $3.23/100 cubic feet
The City charge shall be: .... $2.11/100 cubic feet
The total volume charge shall be: .... $5.34/100 cubic feet

Section (3)(c)2. MONITORED USERS

Abnormal Strength Sewage

Section (3)(c)2.a. Service Charge

Service Charge = Monthly Customer Charge + Quantity Charge + Sampling Charge

Section (3)(c)2.b. Monthly Customer Charge

$232.00 per month

Section (3)(c)2.c. Quantity Charges

	G.B.M.S.D. Rate	City Rate	Total Rate
Volume:	$0.67209/100 c.f.[a]	$2.11/100 c.f.	$2.77209./100 c.f.
BOD:	$0.56977/pound	--	$0.56977/pound
S.S.:	$0.54823/pound	--	$0.54823/pound
Phosphorous:	$1.28923/pound	--	$1.28923/pound
TKN:	$1.10220/pound	--	$1.10220/pound

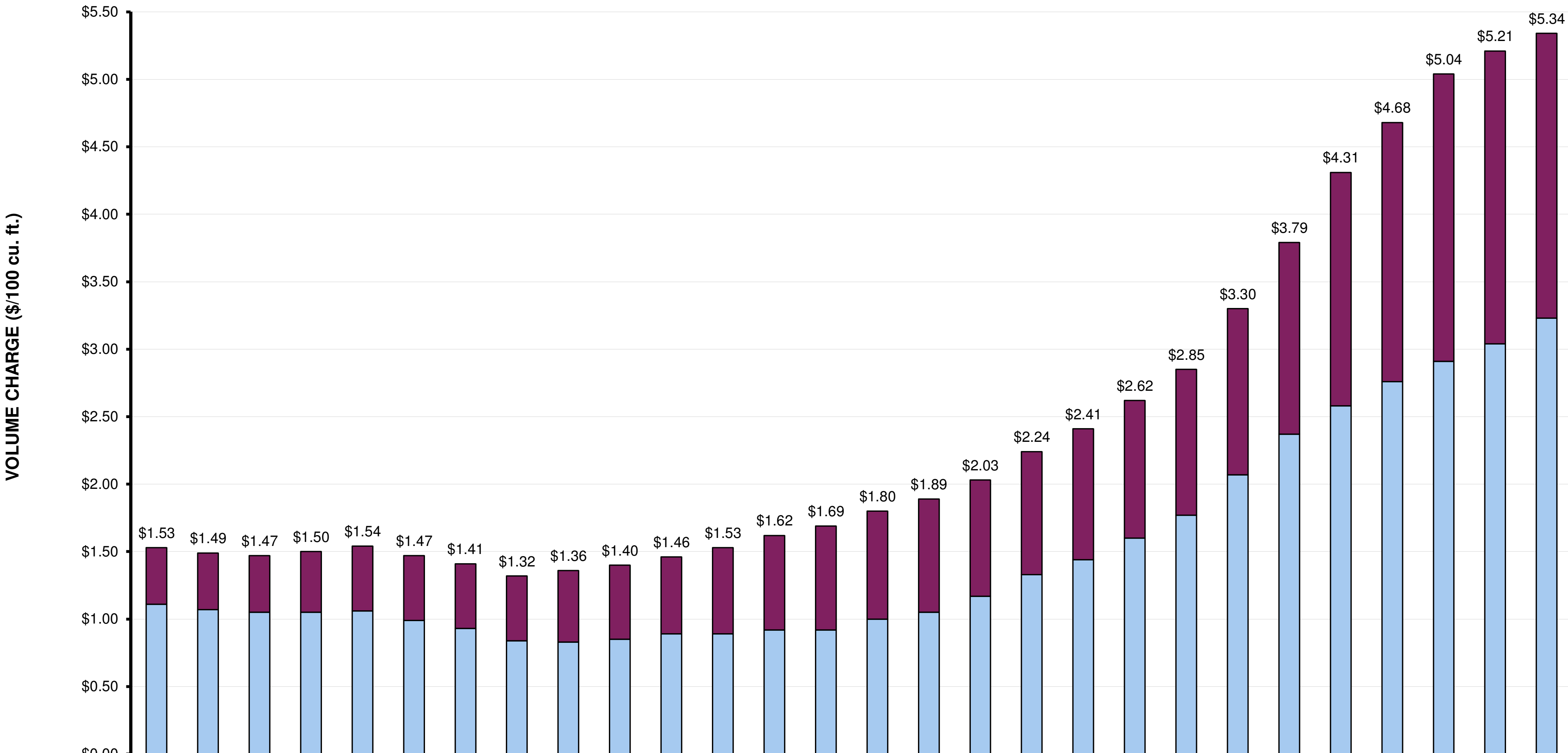
[a]Equivalent to $0.89851/1,000 gallons
c.f. = cubic feet

Section (3)(c)2.d. Sampling Charge

*2021 Rates
Sample Collection ($12) & Analysis ($45) = $57.00 per sample
Sampler Rental = $35.00 per day

2020 Rates shown for discussion
Sample Collection ($12) & Analysis ($44) = $56.00 per sample
Sampler Rental = $35.00 per day

SANITARY SEWER DISTRICT RATE HISTORY



	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007
TOTAL	$1.53	$1.49	$1.47	$1.50	$1.54	$1.47	$1.41	$1.32	$1.36	$1.40	$1.46	$1.53	$1.62	$1.69
CITY	$0.42	$0.42	$0.42	$0.45	$0.48	$0.48	$0.48	$0.48	$0.53	$0.55	$0.57	$0.64	$0.70	$0.77
GBMSD	$1.11	$1.07	$1.05	$1.05	$1.06	$0.99	$0.93	$0.84	$0.83	$0.85	$0.89	$0.89	$0.92	$0.92

	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
TOTAL	$1.80	$1.89	$2.03	$2.24	$2.41	$2.62	$2.85	$3.30	$3.79	$4.31	$4.68	$5.04	$5.21	$5.34
CITY	$0.80	$0.84	$0.86	$0.91	$0.97	$1.02	$1.08	$1.23	$1.42	$1.73	$1.92	$2.13	$2.17	$2.11
GBMSD	$1.00	$1.05	$1.17	$1.33	$1.44	$1.60	$1.77	$2.07	$2.37	$2.58	$2.76	$2.91	$3.04	$3.23

YEAR

SANITARY SEWER DISTRICT RATE HISTORY

YEAR	VOLUME CHARGE NON-MONITORED USERS GBMSD	CITY	TOTAL	MINIMUM CHARGE NON-MONITORED USERS I/I	VOLUME	BILLING	TOTAL	QUARTERLY CHARGE (AVERAGE RESIDENTIAL CUSTOMER)	BUDGET
1979	$0.55	$0.27	$0.82	$3.73	$2.46	$1.36	$7.55	$22.31	$5,418,930.00
1980	$0.56	$0.33	$0.89	$4.48	$2.67	$1.50	$8.65	$24.67	$5,138,000.00
1981	$0.56	$0.36	$0.92	$4.52	$2.76	$1.47	$8.75	$25.31	$5,358,500.00
1982	$0.55	$0.40	$0.95	$4.32	$2.85	$2.18	$9.35	$26.45	$5,683,500.00
1983	$0.54	$0.42	$0.96	$4.35	$2.88	$2.47	$9.70	$26.98	$6,282,000.00
1984	$0.55	$0.44	$0.99	$4.36	$2.97	$2.67	$10.00	$27.82	$6,573,000.00
1985	$0.54	$0.40	$0.94	$4.42	$2.82	$2.86	$10.00	$26.92	$7,004,000.00
1986	$0.56	$0.36	$0.92	$3.70	$2.76	$2.84	$9.30	$25.86	$6,867,000.00
1987	$0.62	$0.38	$1.00	$3.91	$3.00	$3.04	$9.95	$27.95	$7,275,000.00
1988	$0.62	$0.38	$1.00	$4.04	$3.00	$3.11	$10.15	$28.15	$7,902,000.00
1989	$0.72	$0.38	$1.10	$4.04	$3.30	$3.16	$10.50	$30.30	$8,216,000.00
1990	$0.92	$0.38	$1.30	$4.04	$3.90	$3.26	$11.20	$34.60	$8,979,000.00
1991	$0.93	$0.41	$1.34	$4.24	$4.02	$3.14	$11.40	$35.52	$9,588,000.00
1992	$1.01	$0.41	$1.42	$3.75	$4.26	$3.09	$11.10	$36.66	$10,331,000.00
1993	$1.09	$0.41	$1.50	$3.10	$4.50	$3.75	$11.35	$38.35	$11,773,000.00
1994	$1.11	$0.42	$1.53	$2.98	$4.59	$3.93	$11.50	$39.04	$10,914,000.00
1995	$1.07	$0.42	$1.49	$3.00	$4.47	$4.58	$12.05	$38.87	$11,349,000.00
1996	$1.05	$0.42	$1.47	$3.00	$4.41	$4.64	$12.05	$38.51	$12,336,000.00
1997	$1.05	$0.45	$1.50	$3.00	$4.50	$4.92	$12.42	$39.42	$12,163,500.00
1998	$1.06	$0.48	$1.54	$3.00	$4.62	$5.56	$13.18	$40.90	$12,206,700.00
1999	$0.99	$0.48	$1.47	$3.00	$4.41	$5.40	$12.81	$39.27	$12,744,500.00
2000	$0.93	$0.48	$1.41	$3.00	$4.23	$5.51	$12.74	$38.12	$12,300,000.00
2001	$0.84	$0.48	$1.32	$3.00	$3.96	$5.62	$12.58	$36.34	$14,744,000.00
2002	$0.83	$0.53	$1.36	$3.12	$4.08	$5.44	$12.64	$37.12	$14,601,010.00
2003	$0.85	$0.55	$1.40	$3.12	$4.20	$5.44	$12.76	$37.96	$14,707,890.00
2004	$0.89	$0.57	$1.46	$3.27	$4.38	$5.61	$13.30	$39.58	$14,914,160.00
2005	$0.89	$0.64	$1.53	$3.91	$4.59	$4.94	$13.50	$41.04	$15,165,010.00
2006	$0.92	$0.70	$1.62	$4.29	$4.86	$4.62	$13.80	$42.96	$15,234,270.00
2007	$0.92	$0.77	$1.69	$4.80	$5.07	$4.63	$14.50	$44.92	$15,523,730.00
2008	$1.00	$0.80	$1.80	$5.23	$5.40	$4.74	$15.40	$47.80	$15,700,210.00
2009	$1.05	$0.84	$1.89	$5.41	$5.67	$5.33	$16.40	$50.42	$13,977,596.00
2010	$1.17	$0.86	$2.03	$5.72	$6.09	$5.57	$17.40	$53.94	$15,658,490.00
2011	$1.33	$0.91	$2.24	$6.52	$6.72	$5.06	$18.30	$58.62	$16,355,716.00
2012	$1.44	$0.97	$2.41	$6.60	$7.23	$5.01	$18.80	$62.18	$17,593,540.00
2013	$1.60	$1.02	$2.62	$6.67	$7.86	$5.07	$19.60	$66.76	$17,183,170.00
2014	$1.77	$1.08	$2.85	$6.00	$8.55	$5.42	$20.00	$71.30	$18,623,220.00
2015	$2.07	$1.23	$3.30	$6.59	$9.90	$5.41	$21.90	$81.30	$20,000,120.00
2016	$2.37	$1.42	$3.79	$8.98	$11.37	$5.57	$25.90	$94.12	$21,522,582.00
2017	$2.58	$1.73	$4.31	$9.00	$12.93	$5.56	$27.60	$105.18	$24,325,816.00
2018	$2.76	$1.92	$4.68	$9.74	$14.04	$5.93	$29.70	$113.94	$25,995,950.00
2019	$2.91	$2.13	$5.04	$10.72	$15.12	$5.90	$31.70	$122.42	$28,754,196.00
2020	$3.04	$2.17	$5.21	$10.24	$15.63	$6.41	$32.30	$126.08	$31,012,511.00
2021	$3.23	$2.11	$5.34	$11.52	$16.02	$6.66	$34.10	$130.22	$31,176,695.00
%CHANGE	**4.47**	**1.88**	**2.50**	**12.50**	**2.50**	**3.90**	**5.57**	**3.28**	**0.53**

NOTE:

1) GBMSD VOLUME CHARGE = Cost of treatment of 100 cu. ft. of sewage with an estimated strength 169/241/5.5/30.1 (BOD, Suspended Solids, Phosphorous, TKN)
NOTE: TKN billing parameter added 01/01/92.
2) CITY VOLUME CHARGE = Service charge (per 100 cu. ft.) for such items as administrative costs, sewer repair, maintenance charges, etc.
3) I/I CHARGE = Quarterly charge for infiltration/inflow.
4) MINIMUM VOLUME CHARGE = Total volume charge x 300 cu. ft./qtr.
5) BILLING CHARGE = Cost for water Department to prepare bill.
6) QUARTERLY CHARGE = (average residential customer) = 1800 cu. ft. x total volume charge + minimum charge.

12/2/20

Report to the
Improvement and Service Committee of the City of Green Bay

MEETING DATE	PREPARED BY
December 15, 2020	

AGENDA ITEM # M.6

To approve the 2021 Storm Water Utility rates as follows:

Monthly charge $10.22/ERU
Yearly charge $122.70/ERU

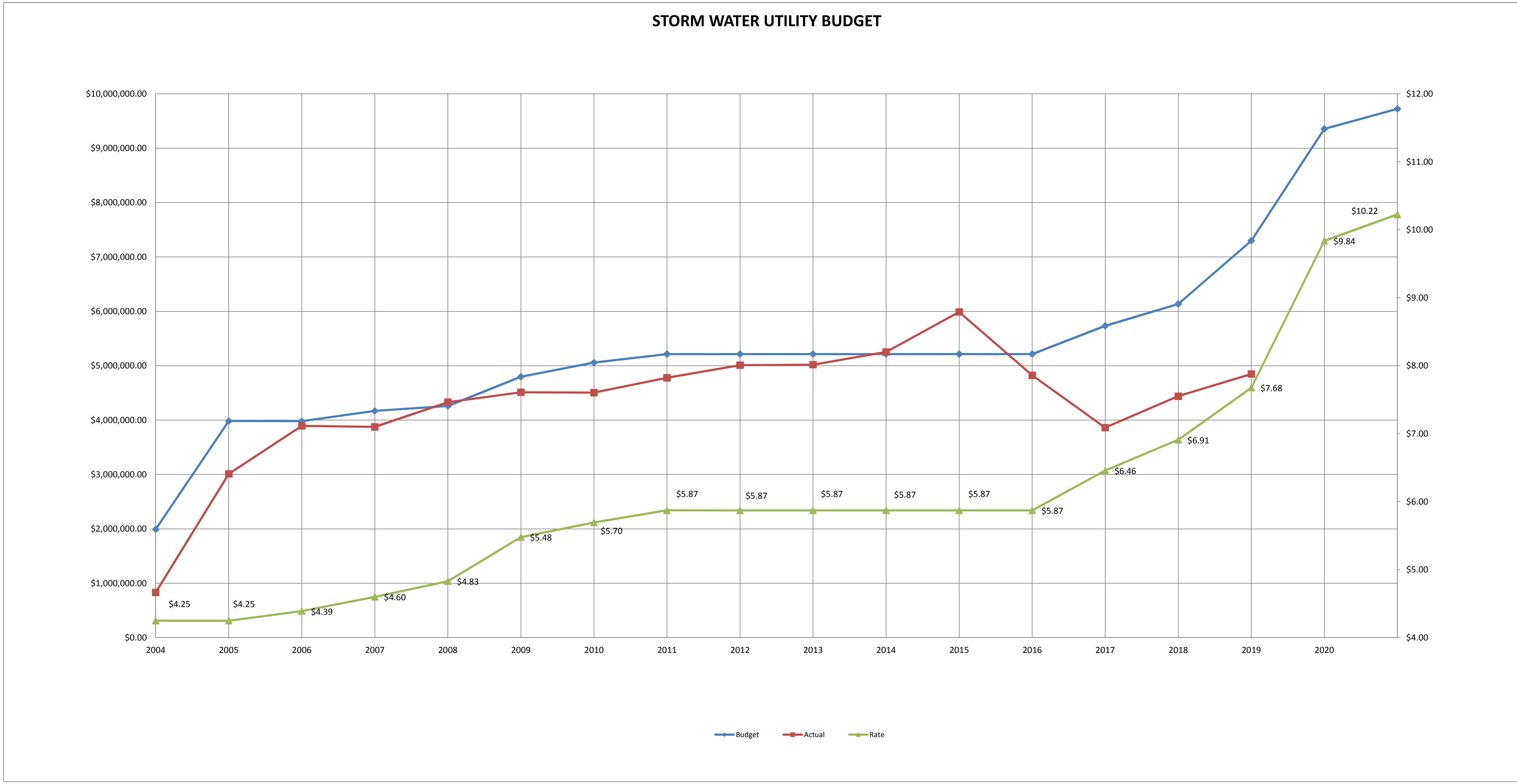
BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Storm Water Utility - Budget 2021 HISTORY
2. Storm Water Utility - Budget History 2021
3. Storm Water Utility - Rates 2021



STORM WATER UTILITY BUDGET
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$10.22
Budget
Actual
Rate

ANNUAL BUDGET COMPARI

ACCOUNT #	TITLE	2004 Budget	2004 Actual	2005 Budget	2005 Actual	2006 Budget	2006 Actual	2007 Budget	2007 Actual	2008 Budget	2008 Actual	2009 Budget	2009 Actual	2010 Budget	2010 Actual	2011 Budget	2011 Actual	2012 Budget
50001	REGULAR SALARIES	$371,830.00	$276,836.55	$739,830.00	$485,011.91	$764,950.00	$654,717.11	$788,370.00	$666,937.54	$813,160.00	$817,840.18	$848,930.00	$935,354.67	$861,340	$882,919	$885,030	$905,652	$889,800
50501	OVERTIME	$128,860.00	$107,004.50	$150,740.00	$63,096.59	$166,820.00	$87,529.90	$168,100.00	$111,048.74	$150,160.00	$106,913.90	$153,300.00	$108,632.21	$153,640	$86,203	$154,480	$22,417	$144,000
51201	HEALTH INSURANCE	$114,130.00	$73,560.97	$259,930.00	$148,835.27	$219,500.00	$250,203.52	$216,120.00	$271,770.16	$262,520.00	$281,361.09	$263,870.00	$273,001.30	$252,990	$151,358	$255,530	$165,177	$251,360
51202	DENTAL INSURANCE	$7,730.00	$6,703.62	$18,970.00	$12,978.85	$17,810.00	$21,020.93	$17,410.00	$21,090.40	$18,430.00	$20,185.31	$18,420.00	$19,038.39	$18,890	$11,373	$19,480	$13,083	$19,310
51203	LIFE INSURANCE	$870.00	$807.77	$2,070.00	$1,242.47	$1,650.00	$1,980.00	$1,680.00	$2,016.00	$1,620.00	$1,213.12	$1,680.00	$2,281.21	$1,680	$1,483	$1,870	$2,345	$1,900
51204	LEVY SUPPORTED HEALTH INSURANCE																	
51210	SOCIAL SECURITY	$24,840.00	$22,473.53	$55,220.00	$31,005.66	$50,580.00	$42,911.33	$51,370.00	$43,299.29	$50,430.00	$53,638.24	$62,140.00	$58,659.98	$62,930	$57,170	$64,450	$54,099	$64,100
51211	MEDICARE	$5,830.00	$5,510.37	$12,920.00	$7,906.05	$11,830.00	$10,612.38	$12,010.00	$11,108.76	$11,800.00	$13,170.68	$14,530.00	$14,985.16	$14,720	$14,387	$15,080	$13,271	$15,000
51212	WORKER'S COMPENSATION	$5,000.00	$0.00	$22,000.00	$0.00	$13,000.00	$5,676.66	$24,400.00	$9,980.51	$26,800.00	$68,718.98	$28,480.00	-$13,817.43	$22,950	-$23,373	$19,090	$77,132	$23,570
51301	WRS - EMPLOYER SHARE	$39,240.00	$31,673.77	$90,840.00	$50,810.11	$84,610.00	$64,850.33	$87,820.00	$67,607.07	$86,210.00	$82,237.75	$104,230.00	$88,152.42	$111,650	$90,456	$120,590	$68,574	$61,000
51401	CAR ALLOWANCE			$0.00	$87.99	$0.00	$1,182.99	$0.00	$365.87		$0.00							
51402	CLOTHING ALLOWANCE					$0.00	$200.95	$0.00	$316.52									
51404	~~PERSONAL SUPPLIES~~							$0.00	$100.00									
51403	SAFETY GLASSES	-	-	-	-	-	-	-	-	-	-	-		$1,000	$232	$1,000	$0	$1,000
51404	PERSONAL SUPPLIES	-	-	-	-	-	-	-	-	-	-	-		$3,000	$0	$3,000	$0	$3,000
52001	TRAINING & TRAVEL	$0.00		$0.00		$0.00	$1,139.64	$0.00	$6.01	$2,000.00	$33.58	$0.00	$320.00	$1,000	$435	$250	$250	$250
52003	DUES & BONDS	-	-	-	-	-	-	-	-	-	-	$4,500.00	$4,500.00	$4,500	$4,500	$4,500	$4,500	$4,500
53001	CONTRACTUAL SERVICES	$12,500.00	$3,500.00	$25,000.00	$3,900.00	$25,000.00	$11,124.88	$68,640.00	$69,531.55	$70,020.00	$68,065.42	$355,220.00	$162,372.54	$67,800	$61,156	$77,500	$29,044	$177,500
53002	COPY MACHINE	-	-	-	-	-	-	-	-	-	-	-	$345.47	$2,500	$787	$3,000	$949	$3,000
53014	LICENCES & PERMITS	-	-	-	-	-	-	-	-	-	-	$12,000.00	$12,000.00	$12,000	$12,000	$12,000	$12,000	$13,750
53017	FINANCE SERVICES	$95,000.00	$0.00	$200,000.00	$180,000.00	$200,000.00	$207,462.05	$210,000.00	$200,000.00	$210,000.00	$235,869.35	$220,000.00	$216,000.00	$230,000	$225,000	$250,000	$250,000	$240,000
53020	DATA PROCESSING SERVICES	-	-	-	-	-	-	-	-	-	-	-		$13,190	$6,914	$13,190	$6,883	$10,000
53021	LEGAL FEES																	
53031	ENGINEERING/ADMINISTRATIVE SERVICES																	
53040	SANITATION DISPOSAL CHARGES	-	-	-	-	-	-	-	-	-	-	-		$387,600	$0	$397,800	$0	$200,000
53102	SEDIMENT CREDIT - GBP (New 2019)																	
53110	SEWER SAMPLING CHARGES	$5,000.00	$0.00	$10,000.00	$0.00	$10,000.00	$0.00	$10,000.00	$206.60	$10,000.00	$0.00	$10,000.00		$10,000	$2,267	$10,000	$0	$5,000
53112	SEWER SERVICE RATE STABILIZATION	$873,990.00	$0.00	$134,700.00	$0.00	$0.00		$0.00		$0.00		$0.00		$0	$0		$0	$0
54001	MATERIALS & SUPPLIES	$25,000.00	$23,304.94	$50,000.00	$45,104.10	$50,000.00	$16,191.14	$50,000.00	$24,473.34	$50,000.00	$59,395.51	$84,750.00	$42,005.39	$75,000	$40,493	$60,000	$50,624	$60,000
54007	PUBLIC EDUCATION																	
54010	GAS, OIL & LUBRICANT	$0.00		$1,000.00	$2,721.41	$5,000.00	$4,743.54	$10,000.00	$19,785.67	$10,000.00	$31,500.97	$40,000.00	$19,827.41	$60,000	$29,888	$45,000	$39,799	$45,000
55101	EQUIPMENT REPAIRS	$0.00		$1,000.00	$5,200.84	$5,000.00	$7,527.06	$17,500.00	$30,044.19	$17,500.00	$41,576.68	$40,000.00	$37,667.62	$60,000	$63,099	$60,000	$62,974	$70,000
55130	CITY EQUIPMENT USAGE	$265,000.00	$277,038.72	$530,000.00	$324,542.00	$543,000.00	$450,159.40	$510,000.00	$460,656.03	$510,000.00	$438,171.37	$475,000.00	$401,331.97	$435,000	$385,274	$450,000	$341,649	$450,000
55140	EQUIPMENT REPLACEMENT	$0.00		$145,500.00	$128,125.88	$145,000.00	$139,597.28	$166,000.00	$158,099.95	$2,000.00	$0.00	$0.00		$0	$0	$0	$6,316	$0
55150	NEW EQUIPMENT	$0.00		$0.00		$0.00	$0.00	$14,000.00	$8,732.60	$5,000.00	$4,197.00	$0.00		$2,000	$0	$0	$0	$0
55191	EQUIPMENT REPLACEMENT FUND	$0.00		$0.00		$17,160.00	$0.00	$35,820.00	$0.00	$56,540.00	$0.00	$56,540.00		$0	$0	$0	$0	$0
55320	DIKE MAINTENANCE	$0.00		$5,000.00	$0.00	$5,000.00	$0.00	$5,000.00	$0.00	$5,000.00	$0.00	$5,000.00	$0.00	$5,000	$0	$5,000	$0	$5,000
55358	PUMP STATION REPAIR (NEW 2018)																	
56101	ELECTRICITY	$12,500.00	$2,454.72	$25,000.00	$19,920.29	$27,750.00	$23,794.66	$29,310.00	$22,438.93	$29,310.00	$30,246.53	$31,590.00	$30,558.87	$34,040	$42,695	$36,400	$44,330	$45,000
56201	NATURAL GAS	$150.00	$0.00	$300.00	$0.00	$310.00	$0.00	$100.00	$0.00	$100.00	$0.00	$100.00	$0.00	$100	$0	$110	$0	$110
56301	TELEPHONE																	
56302	CELL PHONES	$750.00	$0.00	$1,000.00	$106.59	$1,000.00	$0.00	$750.00	$0.00	$750.00	$0.00	$750.00	$0.00	$750	$0	$1,650	$0	$1,650
56402	WATER	$100.00	$0.00	$200.00	$0.00	$220.00	$0.00	$200.00	$0.00	$200.00	$0.00	$200.00	$0.00	$200	$0	$200	$0	$200
56403	SEWER	$50.00	$0.00	$100.00	$0.00	$100.00	$0.00	$100.00	$0.00	$100.00	$0.00	$100.00	$0.00	$100	$0	$100	$0	$100
57098	DEPARTMENT INSURANCE CHARGES	$2,820.00	$0.00	$5,720.00	$5,070.00	$6,780.00	$7,464.00	$7,230.00	$8,419.00	$6,410.00	$11,878.04	$6,640.00	$6,151.75	$7,740	$14,133	$7,900	$6,150	$15,000
59910	TRANSFER OUT - GENERAL FUND																	
59930	TRANSFER OUT - DEBT SERVICE	$0.00		$65,340.00	$65,337.00	$108,110.00	$382,767.00	$166,670.00	$166,669.00	$204,000.00	$204,000.00	$210,380.00	$286,970.81	$302,770	$302,766	$427,650	$422,391	$432,540
59940	TRANSFER OUT - CAPITAL PROJECTS	$0.00		$1,430,000.00	$1,430,000.00	$1,500,000.00	$1,500,000.00	$1,500,000.00	$1,500,000.00	$1,650,000.00	$1,759,520.00	$1,750,000.00	$1,806,540.00	$2,041,160	$2,041,160	$2,178,280	$2,178,280	$2,256,260
	EXPENDITURE BUDGET	$0.00	$0.00	$0.00	$9.93													
205670	TRANSFER OUT - FORESTRY FUNDING																	
	APPLIED SURPLUS													-$200,000	$0	-$365,000	$0	-$294,000
	APPLIED INTEREST REVENUE																	
	TOTAL	$1,991,190.00	$830,869.46	$3,982,380.00	$3,011,003.01	$3,980,180.00	$3,892,856.75	$4,168,600.00	$3,874,703.73	$4,260,060.00	$4,329,733.70	$4,798,350.00	$4,512,879.74	$5,057,240.00	$4,504,776.02	$5,215,130.00	$4,777,889.38	$5,214,900.00
	Equivalent Runoff Units (ERU's)	39,000		78,000		75,500		75,500		73,500		73,000		74,000		74,000		74,000
	ERU charge(per year)	$51.00		$51.00		$52.68		$55.20		$57.96		$65.73		$68.34		$70.47		$70.47
	ERU Charge(per month)	$4.25		$4.25		$4.39		$4.60		$4.83		$5.48		$5.70		$5.87		$5.87

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ACCOUNT #	TITLE	2012 Actual	2013 Budget	2013 Actual	2014 Budget	2014 Actual	2015 Budget	2015 Actual	2016 Budget	2016 Actual	2017 Budget	2017 Actual	2018 Budget	2018 Actual	2019 Budget	2019 Actual	2020 Proposed Budget	2021 Proposed Budget
50001	REGULAR SALARIES	$968,560	$934,450	$993,514	$945,230	$1,030,914	$1,073,670	$1,293,193	$1,108,778	$1,091,213	$1,131,498	$1,239,881	$1,162,066	$772,176	$1,265,315	$818,045	$1,344,840	$1,449,296
50501	OVERTIME	$3,965	$40,000	$32,287	$40,000	$4,478	$40,000	$14,043	$39,996	$10,936	$40,000	$11,757	$39,996	$7,964	$39,996	$15,918	$39,996	$39,996
51201	HEALTH INSURANCE	$248,256	$243,160	$242,620	$251,810	$251,936	$281,200	$284,248	$246,737	$255,663	$268,694	$288,909	$259,141	$161,114	$298,600	$154,193	$307,597	$298,045
51202	DENTAL INSURANCE	$18,864	$20,430	$20,046	$21,540	$20,414	$22,670	$23,382	$21,470	$21,476	$21,614	$24,119	$22,240	$13,689	$23,822	$14,962	$26,960	$27,868
51203	LIFE INSURANCE	$1,970	$1,860	$1,747	$2,170	$1,273	$1,720	$1,914	$1,656	$1,572	$1,937	$2,072	$2,047	$1,275	$2,155	$1,372	$2,280	$2,206
51204	LEVY SUPPORTED HEALTH INSURANCE		$14,380	$14,348	$13,490	$2,897	$10,290	$13,746	$10,070	$10,593	$8,610	$10,005	$7,630	$8,088	$5,540	$6,544	$3,690	$2,680
51210	SOCIAL SECURITY	$56,592	$66,870	$58,528	$61,090	$62,193	$66,430	$74,725	$68,762	$64,342	$70,072	$73,591	$72,065	$45,896	$78,142	$49,539	$82,988	$89,557
51211	MEDICARE	$13,516	$15,640	$14,211	$14,290	$14,668	$15,550	$17,725	$16,079	$15,202	$16,381	$17,349	$16,875	$10,841	$18,297	$11,585	$19,427	$20,967
51212	WORKER'S COMPENSATION	$0	$26,050	$0	$19,530	$59,486	$12,630	$10,386	$12,010	$0	$24,485	$0	$22,410	$12,226	$19,150	$107,679	$16,728	$48,288
51301	WRS - EMPLOYER SHARE	$50,104	$70,410	$55,228	$68,830	$66,247	$75,680	$86,570	$75,817	$72,470	$79,752	$85,162	$80,565	$52,188	$85,531	$54,595	$93,508	$100,558
51401	CAR ALLOWANCE	$8		$0				$0										$0
51402	CLOTHING ALLOWANCE	$85		$170		$450		$300	$3,000	$90	$3,000	$0	$3,000	$1,543	$3,000	$1,500	$3,000	$3,000
51404	~~PERSONAL SUPPLIES~~			$0				-										
51403	SAFETY GLASSES	$0	$1,000	$623	$1,000	$151	$1,000	$0	$1,000	$723	$1,500	$316	$1,500	$469	$1,500	$203	$1,500	$1,500
51404	PERSONAL SUPPLIES	$0	$3,000	$0	$3,000	$0	$3,000	$1,500	$0	$0	$5,000	$1,593	$5,000	$1,214	$5,000	$2,665	$5,000	$5,000
52001	TRAINING & TRAVEL	$414	$23,000	$1,810	$1,000	$763	$1,000	$2,631	$5,000	$666	$8,000	$2,722	$6,000	$2,686	$10,900	$5,135	$5,900	$9,275
52003	DUES & BONDS	$4,500	$4,500	$4,500	$4,500	$4,500	$4,500	$4,540	$4,500	$5,100	$5,500	$5,450	$6,500	$4,430	$5,500	$4,450	$6,000	$6,000
53001	CONTRACTUAL SERVICES	$43,409	$63,500	$89,050	$70,000	$13,953	$70,000	$11,892	$250,000	$106,631	$250,000	$40,552	$250,000	$101,569	$150,000	$98,103	$100,000	$200,000
53002	COPY MACHINE	$214	$1,500	$736	$1,500	$665	$1,500	$749	$1,500	$669	$1,550	$2,167	$1,600	$2,924	$1,600	$3,568	$3,000	$3,000
53014	LICENCES & PERMITS	$13,750	$13,750	$13,750	$16,000	$12,000	$16,000	$13,916	$16,200	$16,038	$27,000	$26,314	$40,700	$30,941	$40,700	$33,156	$47,000	$48,000
53017	FINANCE SERVICES	$225,000	$225,000	$258,055	$275,000	$278,107	$270,000	$272,259	$280,000	$314,850	$280,000	$248,233	$300,000	$310,571	$300,000	$317,118	$350,000	$350,000
53020	DATA PROCESSING SERVICES	$6,896	$10,000	$13,064	$15,500	$14,371	$15,500	$32,433	$27,000	$20,247	$35,000	$28,941	$24,750	$26,456	$28,000	$33,893	$36,673	$36,673
53021	LEGAL FEES												$0	$2,510		$700	$3,000	$3,000
53031	ENGINEERING/ADMINISTRATIVE SERVICES						$0	$5,386		$4,805	$10,000	$4,659	$0	$0	$0		$0	$0
53040	SANITATION DISPOSAL CHARGES	$251,941	$200,000	$0	$200,000	$0	$200,000	$348,767	$200,000	$200,000	$200,000	$1,631	$200,000	$0	$200,000	$423,022	$200,000	$200,000
53102	SEDIMENT CREDIT - GBP (New 2019)													$0	$150,000	$0	$275,000	$324,777
53110	SEWER SAMPLING CHARGES	$0	$5,000	$0	$5,000	$0	$5,000	$510	$5,000	$5,000	$5,000	$0	$5,000	$0	$5,000	$0	$5,000	$5,000
53112	SEWER SERVICE RATE STABILIZATION	$0	0	0	0	0	0	0	0	0	0		0	0	0	0	0	0
54001	MATERIALS & SUPPLIES	$40,616	$60,000	$54,204	$60,000	$30,736	$60,000	$29,962	$60,000	$60,777	$75,000	$66,312	$75,000	$73,800	$75,000	$63,046	$75,000	$75,000
54007	PUBLIC EDUCATION										$5,000	$430	$5,000	$1,779	$5,000	$2,607	$5,000	$5,000
54010	GAS, OIL & LUBRICANT	$44,018	$45,000	$46,320	$45,000	$49,252	$50,000	$48,001	$50,000	$38,771	$50,000	$48,959	$50,000	$56,777	$57,500	$53,712	$61,000	$61,000
55101	EQUIPMENT REPAIRS	$91,935	$100,000	$71,147	$125,000	$63,926	$125,000	$117,057	$125,000	$158,264	$175,000	$112,385	$150,000	$99,359	$150,000	$98,131	$150,000	$200,000
55130	CITY EQUIPMENT USAGE	$194,759	$450,000	$169,573	$300,000	$319,745	$300,000	$250,732	$300,000	$76,718	$300,000	$140,523	$300,000	$231,065	$300,000	$269,582	$300,000	$300,000
55140	EQUIPMENT REPLACEMENT	$0	$0	$0	$0		$0	$0	$0	$0	$0		$0	$1,430	$0	$0	$0	$0
55150	NEW EQUIPMENT	$0	$0	$0	$0		$0	$0	$0	$0	$0		$0		$0	$0	$0	$0
55191	EQUIPMENT REPLACEMENT FUND	$0	$0	$0	$0		$0	$0	$0	$0	$0		$0		$0	$0	$0	$0
55320	DIKE MAINTENANCE	$0	$5,000	$0	$5,000	$0	$5,000	$0	$5,000	$5,000	$5,000	$0	$5,000	$0	$5,000	$0	$5,000	$5,000
55358	PUMP STATION REPAIR (NEW 2018)												$100,000	$12,729	$100,000	$27,780	$100,000	$100,000
56101	ELECTRICITY	$32,102	$56,000	$43,308	$60,150	$44,699	$65,500	$48,589	$71,860	$44,255	$71,860	$42,643	$76,660	$45,477	$98,260	$60,585	$106,000	$106,000
56201	NATURAL GAS	$0	$110	$0	$110	$0	$110	$0	$110	$0	$110	$0	$110	$0	$110	$0	$110	$110
56301	TELEPHONE								$0	$0	$1,000	$0	$4,000	$57	$4,000	$0	$4,000	$4,000
56302	CELL PHONES	$0	$1,650	$0	$1,650	$0	$1,650	$499	$1,650	$2,964	$4,200	$3,685	$5,000	$1,996	$5,000	$2,559	$5,000	$7,000
56402	WATER	$0	$200	$0	$200	$69	$200	$0	$200	$0	$200	$839	$1,500	$0	$1,635	$385	$1,725	$1,725
56403	SEWER	$0	$100	$0	$100	$0	$100	$0	$100	$0	$100	$0	$100	$0	$100	$0	$100	$100
57098	DEPARTMENT INSURANCE CHARGES	$6,360	$1,670	$5,320	$6,950	$5,563	$6,330	$15,251	$7,230	$18,486	$14,010	$6,165	$10,747	$5,950	$14,574	$12,392	$17,155	$18,020
59910	TRANSFER OUT - GENERAL FUND	$0	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$200,000	$470,000	$470,000	$470,000	$470,000
59930	TRANSFER OUT - DEBT SERVICE	$424,929	$394,050	$394,047	$686,850	$519,850	$414,600	$513,895	$561,852	$561,852	$561,329	$598,701	$561,329	$855,272	$814,460	707930.12+15586	$814,460	$1,498,273
59940	TRANSFER OUT - CAPITAL PROJECTS	$2,268,433	$2,220,990	$2,220,990	$2,178,600	$2,178,600	$2,249,190	$2,249,190	$1,437,323	$1,437,323	$1,776,370	$1,776,370	$2,062,440	$2,062,440	$2,462,060	$2,462,060	$3,147,230	$2,421,980
	EXPENDITURE BUDGET				-$485,190		-$450,120		$0	$0	$0		$0		$0			
205670	TRANSFER OUT - FORESTRY FUNDING																$1,189,853	$1,250,866
	APPLIED SURPLUS	$0	-$303,370	$0		$0											$0	$0
	APPLIED INTEREST REVENUE																-$75,000	-$75,000
	TOTAL	$5,011,195.76	$5,214,900.00	$5,019,198.17	$5,214,900.00	$5,251,907.28	$5,214,900.00	$5,987,988.82	$5,214,900.00	$4,822,694.79	$5,733,772.00	$3,860,796.59	$6,135,971.00	$4,438,760.35	$7,300,447.00	$4,846,819.98	$9,355,720.00	$9,723,760.00
	Equivalent Runoff Units (ERU's)		74,000		74,000		74,000		74,000		74,000		74,000		79,250		79,250	79,250
	ERU charge(per year)		$70.47		$70.47		$70.47		$70.47		$77.48		$82.92		$92.12		$118.05	$122.70
	ERU Charge(per month)		$5.87		$5.87		$5.87		$5.87		$6.46		$6.91		$7.68		$9.84	$10.22

STORM WATER UTILITY

ACCOUNT NUMBER 205525 - XXXXX

Number of ERU's
79,250

2021 BUDGET

12/02/20

ACCOUNT #	TITLE	Amount
50001	REGULAR SALARIES	$1,449,296
50501	OVERTIME	$39,996
51201	HEALTH INSURANCE	$298,045
51202	DENTAL INSURANCE	$27,868
51203	LIFE INSURANCE	$2,206
51204	LEVY SUPPORTED HEALTH INSURANCE	$2,680
51210	SOCIAL SECURITY	$89,557
51211	MEDICARE	$20,967
51212	WORKER'S COMPENSATION	$48,288
51301	WRS - EMPLOYER SHARE	$100,558
51402	CLOTHING ALLOWANCE	$3,000
51403	SAFETY GLASSES	$1,500
51404	PERSONAL SUPPLIES	$5,000
52001	TRAINING & TRAVEL	$9,275
52003	DUES & BONDS	$6,000
53001	CONTRACTUAL SERVICES	$200,000
53002	COPY MACHINE	$3,000
53014	LICENCES & PERMITS	$48,000
53017	FINANCE SERVICES	$350,000
53020	DATA PROCESSING SERVICES	$36,673
53021	LEGAL FEES	$3,000
53031	ENGINEERING / ADMINISTRATIVE	$0
53040	SANITATION DISPOSAL CHARGES	$200,000
53102	SEDIMENT CREDIT - GBP (New 2019)	$324,777
53110	SEWER SAMPLING CHARGES	$5,000
54001	MATERIALS & SUPPLIES	$75,000
54007	PUBLIC EDUCATION	$5,000
54010	GAS, OIL & LUBRICANT	$61,000
55101	EQUIPMENT REPAIRS	$200,000
55130	CITY EQUIPMENT USAGE	$300,000
55140	EQUIPMENT REPLACEMENT	$0
55150	NEW EQUIPMENT	$0
55191	EQUIPMENT REPLACEMENT FUND	$0
55320	DIKE MAINTENANCE	$5,000
55358	PUMP STATION REPAIRS	$100,000
56101	ELECTRICITY	$106,000
56201	NATURAL GAS	$110
56301	TELEPHONE	$4,000
56302	CELL PHONES	$7,000
56402	WATER	$1,725
56403	SEWER	$100
57098	DEPARTMENT INSURANCE CHARGES	$18,020
59910	TRANSFER OUT - GENERAL FUND	$470,000
59930	TRANSFER OUT - DEBT SERVICE	$1,498,273
59940	TRANSFER OUT - CAPITAL PROJECTS	$2,421,980
	Subtotal	**$8,547,894**
205670	TRANSFER OUT - FORESTRY FUNDING	$1,250,866
	Subtotal w/ Forestry	**$9,798,760**
	APPLIED SURPLUS	$0
	APPLIED INTEREST REVENUE	$75,000
	TOTAL	**$9,723,760**
	ERU charge(per year)	**$122.70**
	ERU Charge(per month)	**$10.22**

Report to the
Improvement and Service Committee of the City of Green Bay

MEETING DATE	PREPARED BY
December 15, 2020	

AGENDA ITEM # M.7

To approve the report of the Purchasing Manager:

A. To approve the purchase of a Jet/Vacuum truck from Vactor for the sum of $296,624.00. Sole Source document attached.

B. To approve the Wastewater Monitoring contract for a period of 2 years with 3 additional one-year options to be awarded to the lowest responsible bidder to RFB #3290 with a not to exceed limit of $250,000 annually.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 12-9-20 IS Agenda
2. Jet-Vacuum Truck
3. #3290 Bid Summary

CITY OF GREEN BAY - PURCHASING DIVISION

TO: I & S Committee
FR: Calvin Winters, Procurement Manager
DT: December 9, 2020
RE: Purchasing Report
Cc: Steve Grenier, Jamie Destiche

Report of the Purchasing Manager:

1. Request approval for the purchase of a Jet/Vacuum truck from Vactor for the sum of $296,624.00. Sole Source document attached.
2. Approval of the Wastewater Monitoring contract for a period of 2 years with 3 additional one-year options to be awarded to the lowest responsible bidder to RFB #3290 with a not to exceed limit of $250,000 annually.

City of Green Bay, Wisconsin
REQUEST FOR APPROVAL OF "NO SUBSTITUTE" PURCHASE SPECIFICATION

TO : Purchasing Division/Administrative Services DATE: 12/01/20

FROM: Department/Division *Department of Public Works* **REQUISITION #**

List "No Substitute" Item(s) here:

Combination Jet/Vacuum Sewer Truck-Vactor Impact mounted on International #33,000 GVW chassis.

Select One:

- [x] 1) One Time Purchase — Estimated Cost: $ $296,624
- [ ] 2) Annual Commodity purchase: — Estimated annual cost: $
- [ ] 3) Item may be purchased again: — Indicate term: — Estimated Annual Cost: $

Example: 1 year, indefinite, etc. Long term requests will be reevaluated periodically)

We request approval of a "NO SUBSTITUTE" specification for the purchase of the subject item(s)
Check appropriate justification(s). Provide DETAILED explanation(s) below.

- [x] 1. Sole Source – The below signed has searched the market and verified that no comparable item is available.
- [ ] 2. Single Source – Although comparable items are available, THIS is the only brand/model that will work.
- [ ] 3. Item(s) is (are) only acceptable replacement part(s) known for ____________________ (Identify)
- [ ] 4. Continuity of design is overriding consideration (ex: playground equipment or street furniture)
- [ ] 5. Safety:
- [ ] 6. Other:

*Explanations shall contain sufficient information and justification for the items to be considered and approved as "NO SUBSTITUTE" items. Failure to do so will result in the request being denied and returned to the originator.

*Recommending Department Head will be available to defend said recommendation to the appropriate City Committee and/or Common Council.

PLEASE EXPLAIN YOUR REASONS FOR THIS REQUEST (additional info may be attached on a separate sheet):

The Department of Public Works Sewer Section currently has three (3) Vactor combination jet/vacuum trucks. By having four (4) trucks in the fleet of the same make, it will increase the productivity of the crews by being familiar with the controls and operational functions of the trucks and will reduce costs by not having to stock commonly used replacement parts for multiple makes. Additionally, Vactor is the only manufacture producing a combination jet/vacuum truck on a #33,000 GVW chassis.

Approvals:

Requestor: [signature] Date: 12-2-20

Department Head: [signature] Date: 12/2/2020

Purchasing Manager: DocuSigned by: Calvin Winters Date: 12/3/2020
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CITY OF GREEN BAY BID SUMMARY

RFB #3290 WASTEWATER MONITORING PROGRAM

		FROM PAST 2016-2020		VENDOR #1	
DEPARTMENT: DPW/Eng	REQ #	BADGER LABORATORIES INC		BADGER LABORATORIES INC	
Planholders: 25 Vendors	CC #96896	Neenah, WI		Neenah, WI	
DATE ISSUED: 11/18/20	Due: 12/7/2020				
QTY	DESCRIPTION	UNIT	PRICE	UNIT	PRICE
2250	Regularly Scheduled Laboratory Analysis	$ 43.00	$ 96,750.00	$ 45.00	$ 101,250.00
2250	Regularly Scheduled Sample Pickup	$ 12.00	$ 27,000.00	$ 12.00	$ 27,000.00
36	Non-Scheduled Laboratory Analysis	$ 43.00	$ 1,548.00	$ 45.00	$ 1,620.00
36	Non-Scheduled Sample Pickup	$ 12.00	$ 432.00	$ 12.00	$ 432.00
	SUB-TOTAL:		**$ 125,730.00**		**$ 130,302.00**
POTENTIAL ADDITIONAL ANNUAL WORK:					
	Sampler Installation and Maintenance				
50	Sampler Maintenance (per hour at site)	$ 60.00	$ 3,000.00	$ 60.00	$ 3,000.00
380	Sampler Rental (per day)	$ 30.00	$ 11,400.00	$ 35.00	$ 13,300.00
180	Oil & Grease Samples	N/A	New for 2020	$ 50.00	$ 9,000.00
	Flow Meter Rental (per day)	$ 30.00		$ 30.00	
	Mileage from City Hall to site (per mile)	$ 0.55		$ 0.55	
	SUB-TOTAL:		**$ 14,400.00**		**$ 25,300.00**
	Other Engineering Services (if required)				
	Registered Professional Engineer (per hour)	$ 105.00		$ 150.00	
	Design and/or Field Engineer (per hour)	$ 90.00		$ 130.00	
	Technician (per hour)	$ 75.00		$ 75.00	
	Chemist	$ 60.00		$ 75.00	
	Mileage from City Hall to site (per mile)	$ 0.55		$ 0.55	
		TOTAL:	**$ 140,130.00**	**TOTAL:**	**$ 155,602.00**

Recommendation:

Award to the lowest responsive, responsible vendor Badger Laboratories for $155,602 annually for 2021 & 2022 with the option of three one-year renewals (2023, 2024 and 2025) upon mutual agreement by both parties.

Report to the
Improvement and Service Committee of the City of Green Bay

MEETING DATE	PREPARED BY
December 15, 2020	

AGENDA ITEM # M.8

To approve the award of the contract SEWERS 9-20 MUSEUM PLACE STORM LIFT STATION to the low responsive bidder, Advance Construction, Inc., in the amount of $335,556.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Bid Summary - Public SEWERS 9-20 MUSEUM PLACE STORM LIFT STATION

CITY OF GREEN BAY, WISCONSIN

SUMMARY OF BIDS FOR CONTRACT

SEWERS 9-20 MUSEUM PLACE STORM LIFT STATION

Tuesday, December 8, 2020

Contractor	Bid	Bid Bond
ADVANCE CONSTRUCTION, INC.	**$335,556.00**	**5%**
DORNER, INC.	$420,424.16	5%
PTS CONTRACTORS, INC.	$500,000.00	5%
DEGROOT, INC.	$649,454.09	5%
Any questions, call 920-448-3100		

Report to the
Improvement and Service Committee of the City of Green Bay

MEETING DATE	PREPARED BY
December 15, 2020	

AGENDA ITEM # M.9

To receive and place on file the report of actions taken by Department of Public Works

A. Granting of Licenses

1. Sidewalk Builder

a. Andersen Basement Repair, Inc.
b. Crete Workx

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

Report to the
Protection and Policy Committee of the City of Green Bay

MEETING DATE	PREPARED BY
December 15, 2020	

AGENDA ITEM # N.1

To approve an available "Class B" Combination license for Skaliwags High Cotton Club Limited at 217 N. Washington with a licensed premises description "all levels of address. 2 floors for business service, basement level beer cooler," with the approval of the proper authorities. (Previously licensed as Fox Heights LLC during the 2019-2020 license year).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Downtown Moratorium 2-16-98
2. license stipulation
3. 217 N. WASHINGTON_APPLICATOIN
4. WITHWDRAWLNOTICE

RESOLUTION LIMITING THE NUMBER OF
LICENSED ESTABLISHMENTS IN AND AROUND
THE 200 BLOCK OF NORTH WASHINGTON STREET

Green Bay, Wisconsin
February 16, 1998

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, the Common Council of the City of Green Bay is concerned with the present high concentration of licensed establishments in and around the area of the 200 block of North Washington Street. The high concentration of these establishments in this area has impaired the public peace, safety, welfare, and order; and

WHEREAS, there are currently seven establishments which hold a Class "B" Fermented Malt Beverage or Class "B" Combination Liquor License. The names and addresses of said establishments are:

Candlestick Lounge	119 North Adams St.
C Street	312 Cherry St.
Confetti's Club	217 East Walnut St.
Oasis	201 North Washington St.
Brewbaker's Pub	209 North Washington St.
Sowerby's Public House	217 North Washington St.
Maloney's Pub	219-221-223-225 North Washington St.

WHEREAS, pursuant to the powers reserved under Ch. 125 Wis. Stats., the Common Council wishes to limit the number of Class "B" Fermented Malt Beverage and Class "B" Combination Liquor Licenses, issued to establishments in and around the area of the 200 block of North Washington Street; and

WHEREAS, it is the intent of this resolution to allow present Class "B" Fermented Malt Beverage and Class "B" Combination Liquor Licenses to sell, maintain, renew or transfer their licenses within such area.

NOW, THEREFORE, BE IT RESOLVED:

1. Limitation Area. Any property within the following-described area:

   a. North Boundary: The center line of Pine Street;

   b. East Boundary: The center line of Monroe Avenue;

   c. South Boundary. The center line of East Walnut Street.

   d. West Boundary: The east shore of the Fox River.

19.

2. Prohibition. The Common Council shall not authorize the issuance of any new or transfer Class "B" Fermented Malt Beverage or Class "B" Combination Liquor License within the limitation area, except restaurants, as defined in paragraph 4 hereof.

3. Exceptions.

   a. This subsection shall not prohibit the renewal of a Class "B" Fermented Malt Beverage or Class "B" Combination License for an existing premises in the limitation area.

   b. This subsection shall not prohibit the issuance of a Class "B" Fermented Malt Beverage or Class "B" Combination Liquor License for a previously licensed premises provided that such application is made within 60 days of any of the following:

      i. Surrender by the prior licensee of the license issued for that premises; or

      ii. Termination of the prior licensee's lease for the premises; or

      iii. Revocation of the prior license, for cause.

   If application under this subsection is sought after 60 days, the owner of the previously licensed premises may apply to the Protection and Welfare Committee for an extension of the application time on the basis that application of the moratorium would have a substantial adverse effect on the owner's ability to use or enjoy the property. The party requesting the extension must demonstrate this effect by clear, satisfactory and convincing evidence.

   c. All applications and renewals shall be subject to review as provided by Ch. 125, Wis. Stats.

4. <u>Prohibition Not to Apply to Restaurants</u>.

a. This resolution shall not prohibit the issuance of a Class "B" Fermented Malt Beverage or Class "B" Combination Liquor License to the operator of a restaurant, where the principal business conducted is that of a restaurant, as defined in Ch. 125, Wis. Stats. If the premises are operated under a Class "B" Fermented Malt Beverage or Class "B" Combination Liquor License, the principal business conducted is presumed to be the sale of alcohol beverages, but the presumption may be rebutted by competent evidence.

b. A restaurant licensee operating within the limitation area which fails to maintain a principal business of operating a restaurant at any time later than 60 days after the granting of a Class "B" Fermented Malt Beverage or Class "B" Combination Liquor License shall be in violation of this subsection and its Class "B" Fermented Malt Beverage or Class "B" Combination Liquor License shall be subject to revocation.

c. "Principal business" means the primary activity as determined by analyzing the amount of capital, labor, time, attention and floor space devoted to each business activity, and by analyzing the sources of net income and gross income. The name, appearance and advertisement of the entity may also be taken into consideration in determining "principal business."

Adopted ____________________

Approved ____________________

____
Mayor

____
Clerk

LMS:bc

Report to the

Protection and Policy Committee of the City of Green Bay

MEETING DATE	PREPARED BY
December 15, 2020	

AGENDA ITEM # N.2

To approve an appeal by Jennifer Seibert regarding the denial of her operator's license.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. APPEAL
2. siebert
3. Denial Memo - 12.7

Report to the
Protection and Policy Committee of the City of Green Bay

MEETING DATE	PREPARED BY
December 15, 2020	

AGENDA ITEM # N.3

To approve a request by Ald. Chris Wery to review, with possible action, Ordinance 8.16 'Practice of Massage or Bodywork Therapy Requiring State License' and any other related ordinance and to approve General Ordinance 34-20 as presented by Staff and to refer to staff to review and develop additional business licensing procedures for massage and body works therapy businesses.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. werycommunication
2. DRAFT GO 34-20 - Repeal and Recreate 8.16 Massage and Bodywork Therapy Licenses

GENERAL ORDINANCE NO. 34-20

AN ORDINANCE REPEALING AND RECREATING SECTION 8.16, GREEN BAY MUNICIPAL CODE, RELATING TO PRACTICE OF MASSAGE AND BODYWORK THERAPY REQUIRING STATE LICENSING

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 8.16, Green Bay Municipal Code, is hereby repealed and recreated to read:

8.16 **PRACTICE OF MASSAGE OR BODYWORK THERAPY REQUIRES STATE LICENSING**.

(1) License Required.

(a) The definitions set forth in Wis. Stats. § 460.01, as amended from time to time, are hereby incorporated by reference as if fully set forth herein.

(b) No person who is required to hold a license under Wis. Stats. Ch. 460 for the practice of massage therapy or bodywork therapy shall practice that profession unless that person is licensed by the State of Wisconsin as required under Wis. Stats. § 460.02.

(c) No person or business shall employ or contract for the services of an individual to practice massage therapy or bodywork therapy unless the individual is licensed under Wis. Stats. § 460.02.

(2) *Penalty.* Any person who shall violate any provision of subsection (1) shall, upon conviction, forfeit not less than $1.00 nor no more than $1,000.00. Each day that a violation occurs or continues shall be considered a separate offense pursuant to Wis. Stats. § 460.17(2).

(3) *Advertising.* No person or business who is required to hold a license under Wis. Stats. Ch. 460 shall advertise the availability of massage therapy or bodywork therapy to be performed within the corporate limits of the City unless that person holds a valid, unexpired license issued by the State of Wisconsin and otherwise complies with Wis. Stats. § 460.13.

SECTION 2. Section 8.20, Green Bay Municipal Code, is hereby amended to read:

8.20 **PENALTY**. **Unless otherwise provided herein, any** ~~Any~~ person who shall ~~violation~~ **violate** any provision of this chapter shall, upon conviction, forfeit not less than $1 nor more than $500, together with the cost of prosecution~~, and in default of the payment thereof, shall be imprisoned in the County jail until such forfeiture and costs are paid but not to exceed 90 days~~. Each violation and each day a violation continues or occurs shall constitute a separate offense.

This section shall not preclude the City from maintaining any appropriate action to prevent or remove a violation of this chapter.

SECTION 3. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 4. Effective date. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin, this ______day of ________________, 2020.

APPROVED:

____
Mayor

ATTEST:

____
Clerk

ljm

[Date]

Report to the
Protection and Policy Committee of the City of Green Bay

MEETING DATE	PREPARED BY
December 15, 2020	

AGENDA ITEM # N.4

To approve a request by Ald. Johnson to extend the temporary expansion of licensed premises through Dec. 31, 2021 and approve General Ordinance No. 40-20 as presented by staff with the amendment that the expiration date be December 31, 2021.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. JOHNSONREQUEST
2. DRAFT GO 40-20 Amend GO 20-20 Sunset Provision - Temp Expansion

GENERAL ORDINANCE NO. 40-20

AN ORDINANCE AMENDING
GENERAL ORDINANCE NO. 20-20
RELATING TO TEMPORARY EXPANSION OF PREMISES

SECTION 1. Section 2 of General Ordinance No. 20-20 is hereby amended as follows:

Section 2. Sunset Provision. This ordinance is hereby repealed effective ~~December 31, 2020~~ **December 31, 2021**.

SECTION 2. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 3. Effective date. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin, this ______day of ________________, 2020.

APPROVED:

____
Mayor

ATTEST:

____
Clerk

ljm

12/15/2020

Report to the
Protection and Policy Committee of the City of Green Bay

MEETING DATE	PREPARED BY
December 15, 2020	

AGENDA ITEM # N.5

To refer to staff a request by Ald. Scannell for the City of Green Bay to adopt the following ordinance: The levels of fluoride in the drinking water of the City of Green Bay will be determined by the recommendations of the city's Water Utility Manager and the Wisconsin Department of Health Services along with the consent of the municipalities the water utility serves.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. SCANNELLCOMMUNICATION

Jaime Fuge

From: District Seven
Sent: Tuesday, December 1, 2020 8:45 PM
To: Pamela Manley; Jaime Fuge
Subject: Communication to P&P

For the City of Green Bay to adopt the following ordinance:

The levels of fluoride in the drinking water of the City of Green Bay will be determined by the recommendations of the city's Water Utility Manager and the Wisconsin Department of Health Services along with the consent of the municipalities the water utility serves.

Thanks,
Randy

Report to the
Protection and Policy Committee of the City of Green Bay

MEETING DATE	PREPARED BY
December 15, 2020	

AGENDA ITEM # N.6

To receive and place on file The Liquor Violation Report for December 7, 2020.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Report December 7 2020
2. 20LiqVio

REPORT OF THE PROTECTION AND POLICY COMMITTEE
GRANTING OPERATOR LICENSES
December 15, 2020

The Protection and Policy Committee wishes to request that the following applications for Operator Licenses. Stipulations placed on licenses shall continue to be in effect.

OPERATOR LICENSES

Baldwin, Roberta M
Bowden, Brandi R
Bubnik, Alexandra R
Cegelski, Sydney R
Duquaine, Karla J
Gastelum, Elise J
Jensen, Abagail EN
Lau, Halley M
Loritz, Rachel A
Matzke, Zachary J
Muller, Gregory P
Pio, Odalys A
Reindl, Matthew W
Salter, Carissa L
Sanders, Christopher A
Steavpack, Abby C
Thompson, Amanda M

Report to the
Parks Committee
of the City of Green Bay

MEETING DATE	PREPARED BY
December 15, 2020	

AGENDA ITEM # P.1

To approve entering into a formal lease of the Wildlife Sanctuary Residence to the Wildlife Sanctuary Superintendent.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. WLS Residential Lease

RESIDENTIAL LEASE: Wildlife Sanctuary Care-Taker Residence

This Lease of the property identified below is entered into by and between the Landlord and Tenant (referred to in the singular whether one or more) on the following terms and conditions:

PARTIES:

TENANT:
Steve Lakatos
Emily Lakatos, Spouse
John L. Lakatos, Minor

LANDLORD: City of Green Bay, a Wisconsin Municipal Corporation

Agent for Maintenance: Park and Recreation Department- Maintenance Division
(Name)
100 N. Jefferson St, Green Bay WI 54301
(Address)

Premises: House; 2-stall Detached Garage; Deck Area behind the House

1660 E. Shore Drive
(Street Address)

Green Bay	Brown County/Wisconsin, 54302
(City/Village/Town	(County/State/Zip Code)

Agent for Service of Process: City of Green Bay Clerk's Office
(Name)
100 N. Jefferson St. Green Bay Wi 54301
(Address)

TERM:

(a) For a term of ___Three (3) months beginning on ______________, and Continuing to _________, ____________. Thereafter the term shall automatically renew for additional 3 month terms unless either party terminates in accordance with the terms of this Lease.

PRIMARY RESIDENCE:

Tenant acknowledges that he is a current employee of Landlord as the incumbent Wildlife Sanctuary Superintendent responsible for the management and operations of the Wildlife Sanctuary as part of the City of Green Bay Department of Parks Recreation and Forestry. Tenant hereby agrees that he shall utilize the Premises as a primary residence for the purpose of carrying out his duties as the Wildlife Sanctuary Superintendent and to address emergency situations and incidents that may occur outside of regular operational hours. In exchange for this on-site primary residence the City shall not charge any monetary rental amounts to the Tenant for the use of the Wildlife Sanctuary Care-Taker Residence.

UTILITY CHARGES:

All Utility charges shall be the responsibility of the Tenant which include Electric, Water, LP Tank, Cable and Internet. The Landlord shall pay such noted utilities up front and shall invoice those costs to the

Tenant on a monthly basis. Payment for such invoices shall be tendered to the Landlord within thirty (30) days of receipt.

SPECIAL CONDITIONS:

Dogs and Cats are allowed on the Premises in a number to not exceed the limits as provided in Sections of 8.08 and 8.09 of the Green Bay Municipal Code. All such permitted animals must be contained within the boundaries of the Premises during Wildlife Sanctuary operational hours. During non-operational times when the Wildlife Sanctuary grounds are closed to the public, permitted animals residing at the Premises must be leashed at all times when outside of the boundaries of the Premises.

RENEWAL OF LEASE:

This Lease shall be automatically renewed, without notice from either party, on identical terms for a like successive Lease term unless either party shall, at least 90 days before the expiration of the Lease, notify the other in writing of the termination of the Lease.

TERMINATION:

This Lease shall automatically terminate within 90 days of the Tenant's resignation, separation or termination from his employment and positions as the Wildlife Sanctuary Superintendent.

ASSIGNMENT SUBLETTING:

Tenant shall not assign this Lease nor sublet the Premises or any part thereof without the prior written consent of Landlord. If Landlord permits an assignment or a sublease, such permission in no way relieves Tenant or Tenant's liability. Tenant is aware of Section 704.25(5)(b), Wis. Stats., and hereby waives the protection of this section thereby acknowledging and stipulating that Tenant is in all cases subject to joint and several liabilities with any assignee or sublettee for any rent payments, damages, holdover, or breach of this Lease by any assignee or sublettee of Tenant.

VACATION OF PREMISES:

Tenant agrees to vacate the Premises at the end of the Lease term or extended Lease term (if applicable) and Tenant agrees to personally deliver to Landlord or Landlord's agent for rent collection the keys to the Premises within 24 hours of the end of such term.

ABANDONMENT BY TENANT:

If Tenant is absent from the Premises for three successive weeks without notifying the Landlord in writing of such absence, Landlord, at Landlord's sole option, may deem the Premises abandoned.

DISPOSAL OF TENANT'S PROPERTY:

If Landlord declares the Premises abandoned as provided above or Tenant vacates the Premises and Tenant leaves any personal property or fixtures on the Premises after vacation or abandonment of the Premises for a period of time in excess to two weeks, Tenant shall be deemed to have abandoned the personal property or fixtures; and Landlord shall have the right to keep, dispose, or sell the property without notice to Tenant. Tenant agrees to indemnify and hold harmless Landlord from any claims by third parties concerning property abandoned under this Section.

LANDLORD'S RIGHT TO ENTER:

Landlord may enter the Premises at reasonable times and with 12 hours advance notice, with or without Tenant's permission to inspect the Premises, make repairs, or to comply with any applicable law or regulation. Tenant may consent to entry with less notice. No advance notice is required for entry where

Landlord believes a health or safety emergency exists or where entry is necessary to preserve and protect the Premises from damage in Tenant's absence.

TENANT OBLIGATIONS:

During the Lease term, as a condition to Tenant's continuing right to use and occupy the Premises, Tenant agrees and promises:

1. To use the Premises for housing purposes only. No City of Green Bay meetings of transactions of City of Green Bay business may take place on the Premises.

2. Not to make or permit use of the Premises for any unlawful purpose or any purpose that will injure the reputation of the Premises or the building of which they are a part.

3. Not to use or keep on Premises anything which would adversely affect coverage to the Premises under a standard fire or extended insurance policy. Tenant acknowledges that Landlord may not carry standard fire policies on subject Premises and has been advised by Landlord to carry renter's insurance at Tenant's expense or Tenant's personal property.

4. Not to make excessive noise or engage in other activities which unduly disturb neighbors or other tenants in the building in which the Premises are located as related to the noise ordinance, 27.203 of the Green Bay Municipal Code..

5. To obey all lawful orders and regulations of all governmental authorities.

6. To keep the Premises in clean and tenable condition and in as good repair as at the beginning of the Lease term, normal wear and tear accepted.

7. If obligated to pay for heat for the Premises, to maintain a reasonable amount of heat in cold weather to prevent damage to the Premises.

8. Unless Tenant has received specific written consent of Landlord, not to do or permit any of the following:
   a) Paint or panel the Premises
   b) Alter or redecorate the Premises
   c) Drive nails, tacks, screws, or apply any other fasteners on or into any wall, ceiling, floor or woodwork of the Premises
   d) Paint, stain, attach or affix anything on or to the exterior of the Premises of the building in which it is located.
   e) Except as expressly permitted by this Lease, to remove, improve, change, alter, add to or diminish any landscaping, sidewalks, driveways, garages or out structures, gardens, or any other exterior improvements to the real property subject to this Lease or owned by Landlord and encompassing the Premises subject to the Lease.

10. To keep and maintain all sidewalks servicing the Premises free of snow and ice as provided at Section 9.30, Green Bay Municipal Code. The Landlord shall maintain the driveways which service the Premises free of snow and ice in accordance with City of Green Bay policies and in a reasonable manner.

11. To keep and maintain the exterior of the Premises or outdoor area encompassing the building in which the Premises are located in a reasonably neat and orderly manner including, but not limited to, mowing any lawn area as needed, keeping said area free of litter and debris, to keep and maintain all personal exterior storage in a neat and orderly manner. In addition to, clarification of or lieu of the above, Landlord-Tenant agree as follows: ______________________________

12. Not to permit any guest or invitee to reside in the Premises for any period exceeding two weeks without prior written consent of Landlord.

13. To be liable for all acts of negligence or breaches of this Lease by Tenant and Tenant's guests or invitees.

BREACH OF LEASE:

If this Lease is for a term of one year or less, should Tenant neglect or fail to perform or observe any of the terms of this Lease; Landlord shall give Tenant written notice of such breach requiring Tenant to remedy the breach or vacate the Premises on or before a date at least five (5) days after giving such notice. If Tenant fails to comply with such notice, Landlord may declare the tenancy terminated and institute an action to expel Tenant from the Lease Premises without limiting the liability of the Tenant for the rent due or to become due under this Lease. If Tenant has been given such notice and has remedied the breach or been permitted to remain on the Premises and within one year of such previous breach Tenant commits to similar breach, this Lease may be terminated if a date at least fourteen (14) days after giving of the notice regardless of whether or not such subsequent breach has been remedied by the Tenant.

DAMAGE BY CASUALTY:

If the Premises are damaged by fire or other casualty to a degree which renders them untenable, Tenant may terminate the Lease or vacate the Premises and rent shall abate upon written notice of such vacation being personally served to Landlord until Premises are restored to a condition comparable to their prior condition. Landlord shall have the option to repair the Premises; and if repairs are not made, this Lease shall terminate. If Premises are damaged to a degree which does not render them untenable, Landlord shall repair them as soon as reasonably possible.

MAINTENANCE AND REPAIR:

Tenant shall maintain in good operating order, make day-to-day repairs, and shall keep reasonably clean the Premises and all appliances thereon. If a significant repair to any appliance is necessary, Tenant shall contact Landlord's agent for maintenance management in writing and Landlord shall repair the Premises in a reasonable time. If a structural, plumbing, heating, gas or electrical service affecting tenability are reasonably necessary, Tenant shall orally and by mail notify Landlord's agent for maintenance management purposes within 24 hours of Tenant's knowledge of such defect. Upon such notice, Landlord shall immediately repair or contract to repair the Premises.

Where an emergency defect or condition requiring immediate attention is detected, Tenant may contact Landlord's agent for maintenance management purposes at ____Paul Leicht – 920-609-4538____________________________. Nothing in this Lease shall limit Tenant's liability for the cost of repairs caused by Tenant's intentional or negligent acts or the negligent or intentional conduct of Tenant's guests or invitees.

Tenant shall not offset rent on the basis of failure of Landlord to make any required repairs except upon all notices required by this Lease and upon failure of Landlord to make repairs in a reasonable time after such notices.

RULES:

Landlord may make such reasonable rules governing the Premises and the building of which they are part as Landlord deems necessary.

Tenant agrees to observe and comply with all such rules, and any violation of the rules shall be deemed a breach of this Lease.

Tenant agrees to observe and comply with all such rules of the Wildlife Sanctuary.

LIABILITY OF MULTIPLE TENANTS:

All tenants, if more than one, shall be jointly and severally liable for the full amount of any payments due under this Lease. Tenant liability shall be in no way limited, subrogated, or indemnified by any sublease.

SPECIFIC DISCLOSURES, CONDITIONS AFFECTING HABITABILITY, OR PROMISES TO REPAIR:

Before the term of this Lease begins, the Landlord and Tenant, having reviewed the subject property, hereby mutually agree and disclose the following code violations, conditions affecting habitability, and/or any promises made by Landlord to repair, clean, or improve the Premises:

____
____
____

Repairs (if any) to be completed by: ____

INDEMNIFICATION BY TENANT:

Notwithstanding any responsibility or liabilities imposed under this Lease or any damages available as a result of vacation, termination, eviction, or breach of this Lease and in addition to any liability imposed by law; Tenant hereby agrees to indemnify, defend and hold harmless the Landlord, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Tenant or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on Landlord, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the Landlord, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the Landlord, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

Tenant shall reimburse the Landlord, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

This indemnity provision shall survive the termination or expiration of this Agreement.

CONTROLLING LAW

This Lease will be construed and interpreted in accordance with the laws of the State of Wisconsin, notwithstanding any conflicts of laws provisions.

SEVERABILITY

If any provision of this Lease or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Lease or the application of such provision, or portion thereof, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

COUNTERPARTS

This Lease may be executed in several counterparts, and the signatures on this Lease may be transmitted electronically. Electronic signatures will deemed to constitute original signatures and counterparts to this Lease containing the signatures (whether original or electronic) of all the parties will be deemed to constitute a single, enforceable contract.

SIGNATURES TO FOLLOW

IN WITNESS WHEREOF, the parties have executed this Lease and agree to be mutually bound by all its terms and conditions on this __________day of________, ________.

LANDLORD: ____

Erich Genrich - Mayor

____

___________________ - Clerk/Deputy Clerk

____

Dan Ditscheit – Director of Parks Recreation and Forestry

TENANT: ____

____

NAME PRINTED

Report to the
Parks Committee
of the City of Green Bay

MEETING DATE	PREPARED BY
December 15, 2020	

AGENDA ITEM # P.2

To receive and place on file the placement and relocation of the playground equipment and splash pad at Farlin Park.

BACKGROUND

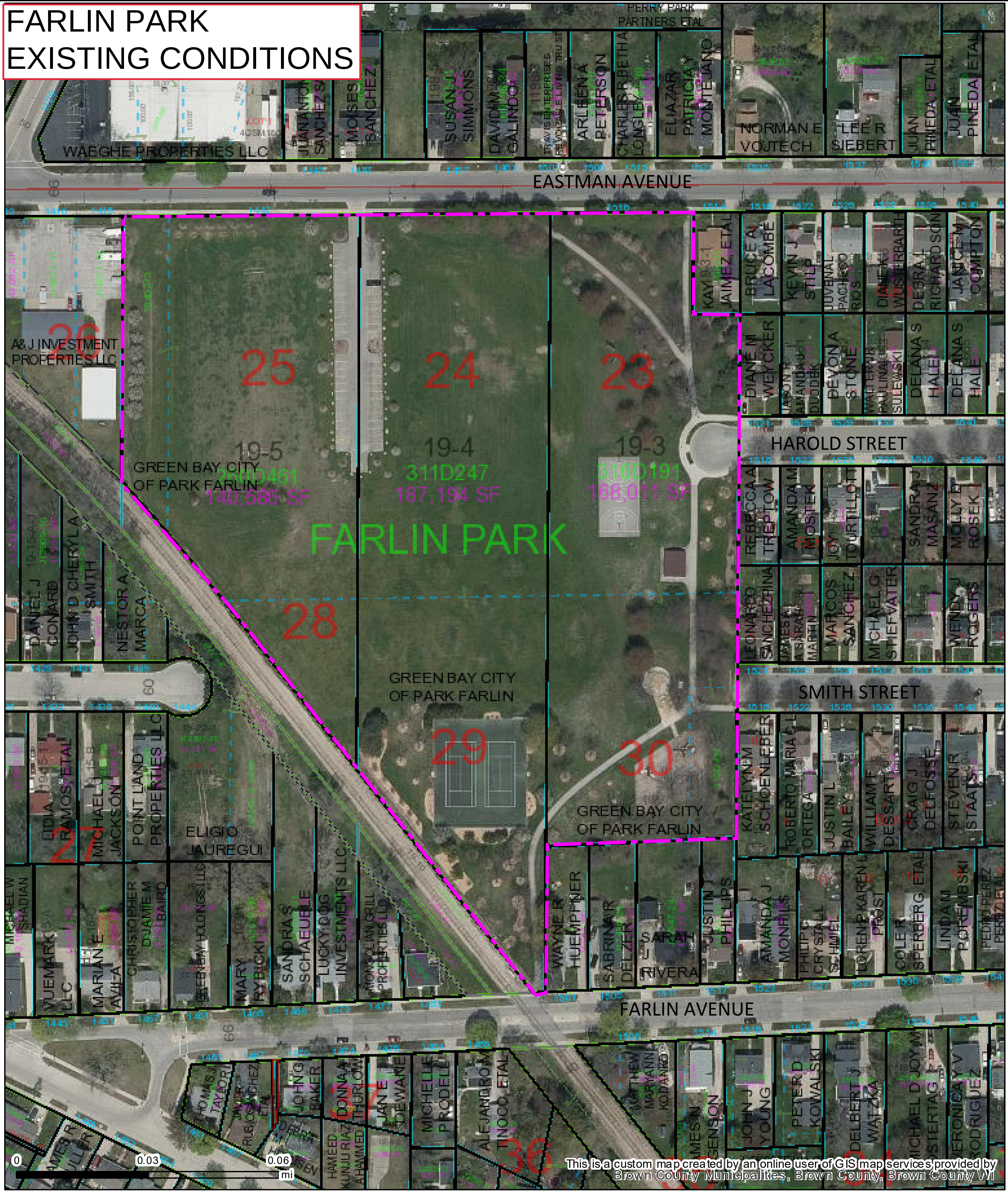
RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Parking Graphic Farlin 2020

FARLIN PARK
EXISTING CONDITIONS



FARLIN PARK

Map printed on 10/27/2020

1:1,800
1 inch = 150 feet*
1 inch = 0.0284 miles*
**original page size: 8.5"x11"*
Appropriate format depends on zoom level

Parcel ownership key
- Parcel Boundary
- Condominium
- Gap or Overlap

- Parcel line
- Right of Way line
- Meander line
- Lines between deeds or lots
- Historic Parcel Line
- Vacated Right of Way

"hooks" indicate parcel ownership crosses a line
Park Property Line

SC-190-2	Parcel ID Number
2880257	Document Number
0.814 AC	Area of parcel
279.8'	Line Distance
3547	Address

A complete key (legend) is available at:
https://tinyurl.com/BrownDogKey

Brown County Planning & Land Services
(920) 448-6480
maps.gis.co.brown.wi.us

Report to the
Parks Committee
of the City of Green Bay

MEETING DATE	PREPARED BY
December 15, 2020	

AGENDA ITEM # P.3

To approve to purchase one (1) Compact Wheel Loader for $86,324.00 from Brooks Tractor Inc. the lowest responsive, responsible vendor from RFB #3287.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 12-9-20 3287 Bid Summary

CITY OF GREEN BAY BID SUMMARY
RFB #3287
Compact Wheel Loader

Dept: PRF Req #	VENDOR #1	VENDOR #2	VENDOR #3	VENDOR #4	VENDOR #5	VENDOR #6	VENDOR #7	VENDOR #8	VENDOR #9
Planholders: CC #760-765-020	Bobcat Plus Inc	Swiderski Equipment, Inc	Riesterer & Schnell Inc.	**Brooks Tractor Inc.**	L.F. George Inc.	JFTCO Inc. (Fabic CAT)	Service Motor Company	Aring Equipment Company, Inc.	Aring Equipment Company, Inc.
Issued: 10/22/20 Due: 11/12/20	De Pere, WI	Mosinee, WI	Hortonville, WI	**De Pere, Wi**	De Pere, WI	Green Bay, WI	New Franken, WI	De Pere, WI	De Pere, WI
DESCRIPTION									
2020/2021 Model Year John Deere 324L or like machine:	$ 84,509.00	$ 74,530.00	$ 88,033.81	**$ 86,324.00**	$ 74,588.00	$ 90,914.77	$ 77,900.00	$ 81,000.00	$ 87,000.00
Machine Manufacturer and Model Bid	Avant 860	W80C HS Compact Wheel Loader	John Deere 324L	**John Deere 324L**	Mecalac AX1000	CAT 908M	Case 321F	Volovo L30GS	Volovo L35GS
Warranty:	24 Month, 1,000 Hr	12 Month, Unlimited Hour	24 Month, 2,000 Hr	**24 Month, 2,000 Hr**	24 Month, 3,000 Hr	12 Month Full, 48 month, 2,500 Hr Powertrain/Hydraulic	12 Month, Unlimited Hour	None Stated	None Stated
Lead time:	6-8 Weeks	15 Days	130 Days	**150 Days**	30 Days	60-90 Days	90-120 Days	7 Days	7 Days
Notes	Does not meet all specifications	Does not meet all specifications	Meets specifications	**Meets Specifications**	Does not meet all specifications	Does not meet all specifications	Does not meet all specifications	Does not meet all specifications	Does not meet all specifications

Report to the
Personnel Committee of the City of Green Bay

MEETING DATE	PREPARED BY
December 15, 2020	

AGENDA ITEM # Q.1

To approve the request to fill the following replacement positions and all subsequent vacancies resulting from internal transfers.
a. Public Works Supervisor - Public Works
b. Deputy City Clerk - Clerk's Office

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Request to Fill Memo 12.8.2020
2. DPW Supervisor - T. Gates 11.30.20
3. Deputy City Clerk - K. Wayte 12.09.20

MEMORANDUM

Human Resources Department

To: Personnel Committee
Joe Faulds, Human Resources Director

From: Sarah Fidler
Human Resources Generalist

Re: Request to Fill Vacant Positions

Date: December 8, 2020

The Human Resources Department is requesting authorization to fill the following replacement positions approved as part of the 2020 budget and all subsequent vacancies resulting from internal transfers. The justification reports are attached.

- Public Works Supervisor – Replacement position due to the vacancy of Tim Gates effective November 30, 2020. Salary range: $60,486 - $71,136 annually.
- Deputy City Clerk – Replacement position due to the resignation of Kim Wayte effective December 9, 2020. Salary range: $51,459 - $55,972 annually.

100 North Jefferson Street * Room 500 * Green Bay, WI 54301-5026 * (920) 448-3147 * Fax (920) 448-3128
www.green-bay-org

Position Fill Request
Justification Report
December 1, 2020

Position Title: Supervisor – DPW Operations Division

1. **If this position is a replacement position, please indicate the reasons for the vacancy. If this is not a replacement position, please indicate the reasons for requesting the position.**

   __X____ Replacement Position ______ Not a Replacement Position

   This position was vacated by DPW Supervisor Tim Gates on Monday, November 30, 2020.

2. **Is this position included in the current budget? If not, please list how this position will be funded (grant, internship, etc.). Please list the salary range of the position.**
   Yes, this position is currently funded in the DPW operating budget. The current salary range is $60,486 to $71,136 depending on qualifications and experience.

3. **Please list the functions and any special information regarding this position.**
   DPW Supervisors play a key role in coordinating, managing, and addressing issues related day-to-day activities of DPW-Operations Division. They also serve proxy duty when DPW Superintendents are absent from work. Supervisors are responsible for, scheduling work assignments, directing and managing daily projects, making sure that job assignments are competed in a timely manner, addressing project issues, responding to citizen complaints, handling after-hour emergencies, and preparing and maintaining associated records and documentation.

4. **Does the position generate revenue or reduce expenses? If so, provide an estimated amount.**
   This position does not generate revenue on a regular basis. Supervisors are responsible for the enforcement of the City's 1) sidewalk ice/snow and 2) long grass/noxious weed ordinances. DPW action on these issues generates revenue through service charges and citations. Supervisors also maintain records for accounting and invoicing of services performed for special projects/events.

5. **Please explain why current staff is unable to absorb duties of this position.**
   Until the early 1990's, Operations Division had 10 supervisory staff plus an Operations Superintendent, covering five (5) sections (Sewer/Bridge, Street, Sanitation, Motor Equipment, and Buildings/Grounds). At that time, there was little (if any) crossover of responsibilities between sections.

   Operations Division currently has six (6) supervisory staff plus the Operations Director that lead four (4) Operations Division sections (Street, Sanitation, Motor Equipment, and Buildings/Grounds). Four (4) of those staff members maintain responsibilities in more than one section. Workload of the current supervisory staff is maximized. DPW cannot absorb the duties of a lost Supervisor position.

6. **If duties of position are presently being done, how are they done?**
   During periods of short staffing core duties completed by vacant Supervisor positions must still be completed. So other Supervisors, Superintendent, and the Operations Division

Director perform those duties. This leads to additional time spent by all management staff, and additional on-call duties to compensate for the missing Supervisor.

7. What service would be reduced or eliminated if this position is not filled?

DPW will always perform core services due to safety-critical and customer service responsibilities of the organization. However, a reduction in staffing will result in a lower level of service to residents. The main function of a DPW Supervisor is to plan, direct, and oversee day-to-day activities of DPW employees. By not filling this position, DPW's Employee-to-Supervisor ratio will increase. This will reduce quality, quantity, and interaction of management staff with employees due to added workload. Lack of proper leadership/supervision results in City services not being addressed in a timely and efficient manner, and reduced oversight to assure that City policies and procedures are being followed.

8. What are the alternative methods and costs of accomplishing the work?

There is no alternative to losing a Supervisor from the DPW Table of Organization. To effectively manage day-to-day activities of DPW-Operations Division, there must be adequate management staff. This cannot be accomplished by outside services. DPW must comply with Federal, State, and local laws, ordinances, polices, and rules for care of public infrastructure. The frequency of certain activities cannot be reduced. One alternative would be imposing more responsibility on existing Supervisors. However, that alternative would lead to Supervisor burn-out and continued inadequate Supervisor coverage.

9. Are there union issues?

No

10. Other supporting comments.

None

Position Fill Request
Justification Report
(11/25/2020)

Position Title: Deputy City Clerk

1. If this position is a replacement position, please indicate the reasons for the vacancy. If this is not a replacement position, please indicate the reasons for requesting the position.

__X_____ **Replacement Position** ______ **Not a Replacement Position**
This position will become vacant as a result of the resignation of Kim Wayte effective at the end of the day on 12/9/2020.

2. Is this position included in the current budget? If not, please list how this position will be funded (grant, internship, etc.). Please list the salary range of the position.
Yes, this position is included in 2020 and 2021 budget. The hiring range for this position will be steps 1-4 of pay grade H of the City Pay Plan, which is $51,459 - $55,972 annually.

3. Please list the functions and any special information regarding this position.
Assist City Clerk, supervises Admin Clerks, oversees special assessment program and posts special assessments to tax roll, assists with elections, pre-election function, poll workers, poll location at election time, generates poll books, records absentees ballot, state reporting, maintains state voter registration system, acts as the City Clerk in her absence by coordinating elections, managing the office, attending council meetings, and Board of Review.

4. Does the position generate revenue or reduce expenses? If so, provide an estimated amount.
This position receipts or oversees the clerks that receive a great number of receipts.

5. Please explain why current staff is unable to absorb duties of this position.
Currently the City Clerk is out on leave, and the Deputy is filling in. The remaining staff have their own responsibilities and are not currently cross trained to fill in. The Clerk's office is also still working on balancing the fall election, completing audits, preparing special elections for tax roll, and currently have a backlog of tasks.

6. If duties of position are presently being done, how are they done?
By the current employee in the role until 12/9/2020.

7. What service would be reduced or eliminated if this position is not filled?
A large number of election functions would not be completed. Special assessment, balance of delinquent special assessments, other tasks related. With this position open and the City Clerk on leave, that would leave the city without an acting City Clerk.

8. What are the alternative methods and costs of accomplishing the work?
Potentially hiring temporary Deputy Clerk or Election Specialist, but would be a difficult position to fill.

9. Are there union issues?
No

10. Other supporting comments.

None

Report to the
Personnel Committee of the City of Green Bay

MEETING DATE	PREPARED BY
December 15, 2020	

AGENDA ITEM # Q.2

To hold the request by Ald. Brian Johnson to the Personnel Committee for an update on the alderperson orientation program that was submitted approximately two years ago.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

Report to the
Personnel Committee of the City of Green Bay

MEETING DATE	PREPARED BY
December 15, 2020	

AGENDA ITEM # Q.3

To approve and award a 3-year contract for crossing guard services (RFP #3262) to Cross Safe/Everything Parking, Inc. for the estimated amount of $1,338,656 with (2) one-year renewals upon mutual agreement due to the cancellation of the original contract with All City Management Services, Inc.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. #3262 REVISED Award Recommendation Memo (1)

December 3, 2020,

RE: Notice of Recommendation to Award Crossing Guard Services Contract – RFP #3262

The City's Purchasing Department along with City of Green Bay's Human Resource and Green Bay Police Department conducted an RFP (Request for Proposal) from qualified vendors to provide Crossing Guard Services in compliance with state, local, and federal regulations. We received four Proposals. As a result of the RFP, and the cancellation of the original contract with All City Management Services, Inc. the Green Bay Human Resource and Police Department are recommending the below award to the Personnel Committee:

- Recommendation to award a three year Contract for Crossing Guard Service to Cross Safe/Everything Parking, Inc. for the estimated amount of $1,338,656 (~$446,219 annual average) with two (2) one year renewals upon mutual agreement. This Contract will begin on January 1, 2021

The new contract is based on 183 school days with 100 hours per day per year for the Crossing Guards and additional hours for cost of Supervisor.

CITY OF GREEN BAY
Diane Kruse, Buyer CPM, C.P.I.M.

Diane Kruse

Attachment

December 3, 2020

TO: Personnel Committee
FR: Diane Kruse, Buyer
RE: **Crossing Guard Services RFP #3262 Award Recommendation Report**
Cc: Chief Andrew Smith
Captain Kevin Warych
Lieutenant Brad Strouf

RFP Scope /Objectives	The City of Green Bay, Green Bay Police Department and Human Resources requested proposals from qualified vendors to provide Crossing Guard Services. The primary goal of this RFP was to find a contractor to provide the following services: • Maintain a high level of service to City of Green Bay's School District at a competitive cost • Make a seamless transition with no lapse in customer service if a new vendor is selected

Timelines:	• June 18, 2020 – Issued formal RFP
	• July 6, 2020 – Due date for responses.
	• Vendors responded:
	  • All City Management Services
	  • Andy Frain Services
	  • Cross Safe
	  • SAKOM Services Group
	• July 9, 2020 – Evaluation Team reviewed and analyzed vendor's response
	• September 3, 2020 – Request to Award Recommendation Posted on demandstar, vendornet and sent via email to Vendors who submitted proposals.
	• September 8, 2020 – Request to Award Recommendation presented to Personnel Committee.
	• September 8, 2020 - Personnel Committee approved Award to All City Management Services, Inc.
	• December 1, 2020 – All City Management Services, Inc. requested daily hours per day increase (which increased price).
	• December 2, 2020 - Contract was cancelled with All City Management Services.
	• December 2, 2020 – Team reviewed remaining Proposals, recommended to award to Cross Safe/Everything Parking, Inc.
	• December 8, 2020 - Request to Award Recommendation to Cross Safe/Everything Parking, Inc. presented to Personnel Committee.

Proposal Evaluation	RFP was advertised/posted on bid website vendornet, demandstar.com, where it was broadcast to numerous potential vendors; We received four proposals and reviewed all submitted proposals. Proposals were due July 6, 2020 and on July 9; the Evaluation team consisting of three evaluators did Consensus Scoring for each vendor. On December 3, 2020, original award/contract was cancelled and the evaluation team recommended to award to Cross Safe/Everything Parking, Inc.
Scoring:	Refer to attached RFP Scoring Sheet
Recommendation	The evaluation committee recommends the award of a three year contract with two one year renewals upon mutual agreement for Crossing Guard Service to Cross Safe/Everything Parking, Inc. for estimated $1,338,656 three years ($446,219 estimated annual average).

CROSSING GUARD CONTRACT
#3228 RFP Scoring Sheet

Crossing Guard Contract
RFP #3262
ISSUED: 6/18/2020 DUE: 7/6/2020
CC: 96100
Scoring Criteria & Points

Total Possible Points	MINIMUM SPECIFICATIONS	Highest Score	-------->	-------->	-------->
		All City Management Services, Inc.	Andy Frain	Cross Safe/Everything Parking Inc.	SAKOM
20	Tab 2: Overall Firm Qualifications and experience along with Supervisory personnel's qualifications and experiences.	20	18	**12**	12
20	Tab 3: Training Program/Implementation/General	20	18	**11**	12
10	Tab 4: Reports/Invoicing/Payment Terms	10	7	**7**	9
20	Tab 5: References for which school crossing guard services are currently being provided.	20	17	**15**	5
30	Tab 6: Cost Proposal	30	26.23	**29.46**	28.48
	Vendor Scores **Total possible points = 100**	100.00	86.23	**74.46**	66.48
	Cost for three (3) years of Service	$1,314,672.00	$1,503,546.30	**$1,338,655.98**	$1,384,944.00

RECOMMENDATION:
Award this Contract to Cross Safe/Everythng Parking Inc.the Contractor that received acceptalbe points/score and which honors their original Cost per their Proposal submittal.

Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE	PREPARED BY
December 15, 2020	

AGENDA ITEM # Q.4

To repeal and replace Personnel Policy Chapter 23.2 Families First Coronavirus Response Act with Chapter 23.3 COVID-19 Paid Sick Leave as amended to begin the benefit for Police and Fire effective December 15, 2020.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Personnel Committee - Ch. 23.2 COVID-19 Paid Sick Leave Memo 12-08-2020
2. Repealed - Ch. 23.2 Families First Coronavirus Response Act 12-8-2020
3. CITY OF GREEN BAY PERSONNEL POLICY - COVID-19 PAID SICK LEAVE - Ch. 23.3 REVISED 12.10.2020

MEMORANDUM

Human Resources Department

To: Personnel Committee

From: Joseph W. Faulds
Human Resources Director

Re: City of Green Bay 2021 COVID-19 Sick Leave

Date: December 8, 2020

I. FAMILIES FIRST CORONAVIRUS RESPONSE ACT EXPIRATION

The Families First Coronavirus Response Act (FFCRA) became effective on April 1, 2020. This law mandated that the City allow 2 weeks of paid leave for COVID-19 related purposes and up to 12 weeks of leave to care for a child due to childcare or school closures due to COVID-19 (Paid at 2/3 of the employee's wage). This mandatory leave expires on December 31, 2020.

In addition, the City created a benefit for Emergency First Responders (Police and Fire) that allowed up to two weeks leave for COVID-19 related purposes and four weeks of leave for a child due to childcare or school closures due to COVID-19 (paid at 100% of the employee's wage). This leave expired on November 6, 2020.

The total amount of leave—in salary and not including fringe benefits—is as follows:

Total leave for school or daycare closing or caring for an individual:	$172,292.53
Total leave for quarantine:	$254,057.33
Total FFCRA leave for all departments:	$426,239.86

II. CHAPTER 23.2 COVID-19 PAID SICK LEAVE

Due to the request of extending the Emergency Declaration and the expiration of the FFCRA leave on December 31, 2020, the City is proposing a COVID-19 Paid Sick Leave policy. This policy is for all employees including employees in a bargaining unit in police, fire, and transit. The amount of leave is up to 40 hours for full time employees or pro-rated hours for one week of work for part time and variable schedule employees. This is in addition to an employee's current sick leave accrual bank.

To qualify for the leave, the employee must be unable to work or telecommute because: (1) The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19; or (2) the employee is experiencing symptoms of the COVID-19 virus and is seeking medical diagnosis from an appropriate health care provider.

This is different than the FFCRA as it is not providing leave to care for a child if a child's school or childcare has closed due to COVID-19. There also is not an option for leave to care for an individual who has been diagnosed with COVID-19. However, if an employee needs to take time off to care for a family member who has been diagnosed with COVID-19, then that employee may qualify for FMLA.

Moreover, for employees who have previously used FFCRA leave in 2020, that amount of leave will count towards COVID-19 Paid Sick Leave. For example, if an employee has already used 40+ hours of FFCRA, they will not be eligible for the COVID-19 Paid Sick Leave. However, if a full-time employee has used 20 hours of FFCRA, then the full-time employee would have up to 20 hours remaining.

The City does not have any funds allocated to pay these costs other than the salary line item for each position that has been approved in the 2021 City budget. In addition, for an employee who is eligible for an escrow account when the employee retires, providing this type of paid sick leave can increase the cost for the City to fund this escrow in the future as the employee does not have to use one's own sick leave for this leave.

Further, this benefit does not necessarily increase costs for overtime or have the potential of decreasing service or response time. Even without this benefit, an employee—who is unable to work remotely—is unable to return to work with a COVID-19 diagnosis and may still lead to overtime costs or disruption of service. The only difference without the benefit is the employee would be using one's own on sick leave instead of the paid sick leave that is created by this policy.

This proposed benefit is set to expire on April 30, 2021. It can be repealed, amended, or extended at any time with Common Council approval. The intent of the benefit is not to supplant or replace any future federal, state, or local law that may be passed in the future. If any future legislation is passed, the Common Council reserves the right to amend or repeal this policy.

CITY OF GREEN BAY PERSONNEL POLICY

~~**Policy Title**~~ ~~Families First Coronavirus Response Act~~	~~**Policy Reference**~~ ~~Chapter 23, Section 2~~
~~**Policy Source**~~ ~~Human Resources Department~~	~~**Legal Review Date**~~ ~~March 30, 2020~~
~~**Personnel Committee Approval**~~ ~~April 8, 2020~~	~~**City Council Approval**~~ ~~April 1, 2020~~

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~~23.2.1 PURPOSE. The purpose of this policy is to provide an overview of the Emergency Paid Sick Leave Act (EPSLA) and Emergency Family and Medical Leave Expansion Act (EFMLEA) for employees while the employee or his/her family members are impacted by COVID-19. The EPSLA and EFMLEA are both within the scope of what is known as the Families First Coronavirus Response Act (the "Act"). The Act and this policy will both take effect on April 1, 2020, with a sunset date of December 31, 2020.~~

~~23.2.2 The Emergency Paid Sick Leave Act (EPSLA). Provides a limited term emergency paid sick leave benefit outside of the FMLA or EFMLEA. This Emergency Paid Sick Leave is in addition to the employee's current sick leave accrual.~~

~~a. Employee eligibility. All employees actively employed by the City. Pursuant to the Act, the City may exclude Emergency First Responders from this benefit. Emergency first responders will be excluded from this benefit, but allowed to receive City benefits as outlined in 23.2.4.~~

~~b. Qualifications. The employee must be unable to work or telecommute because:~~

~~1) The employee is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;~~

~~2) The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19;~~

~~3) The employee is experiencing symptoms of the COVID-19 virus and is seeking medical diagnosis from an appropriate health care provider;~~

~~4) The employee is caring for an individual who is subject to an order as described in subparagraph 1) or has been advised as described in subparagraph 2).~~

~~5) The employee is caring for a son or daughter of such employee because the school or place of care of the son or daughter has been closed, or the child care provider of such son or daughter is unavailable, due to COVID-19 precautions.~~

~~6) The employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Service in consultation with the Secretary of the Treasury and the Secretary of Labor.~~

~~c. Pay During Leave. The amount of Emergency Paid Sick Leave available to employees is limited as follows:~~

~~1) Full-time employees will be eligible for 80 hours of Emergency Paid Sick Leave.~~

~~2) Regular, Part-time employees will be pro-rated based upon their regular hours of work.~~

~~3) Employees who work a variable work schedule, the average bi-weekly hours of work over the preceding six month period will be utilized.~~

~~The actual pay to which an employee will be entitled will depend on the reason for the absence.~~

~~1. If absent due to reasons identified in subparagraphs 1), 2), or 3) under Section 23.2.2.b. Qualifications. , the employee will be entitled to:~~

~~a. 100% of his/her regular hourly rate of pay (as long as in excess of minimum wage) for the hours of work missed, and~~

~~b. Subject to the cap of $511 per day, to a maximum aggregate payment of $5,110.~~

~~2. If absent due to reasons identified in subparagraphs 4), 5), or 6) under Section 23.2.2.b. Qualifications. , the employee will be entitled to:~~

~~a. 2/3 of the employee's regular rate of pay or minimum wage, whichever is greater, and~~

~~b. Subject to the cap of $200 per day, $2,000 in the aggregate.~~

~~d. Supplementing Emergency Paid Sick Leave. Employees may be eligible to supplement Emergency Paid Sick Leave to receive their full weekly pay by using their own sick, vacation, personal, or comp time if available. The use of an employee's sick, vacation, personal, or comp time will not be considered actual hours worked for the purposes of determining eligibility for overtime.~~

~~e. Benefits During Leave. Benefits for an employee on Emergency Paid Sick Leave will continue as if the employee is actively working.~~

~~f. Procedures for Requesting Leave and Certification. The Emergency Paid Sick Leave Act requires that the employee give notice to the employer of the desire to use the available Emergency Paid Sick Leave. Notice must be given to the employer no later than the first workday (or portion of such workday) that the employee receives Emergency Paid Sick Leave.~~

~~Please refer to the procedures as set forth in Section 23.2.3.f. Procedure for Requesting Leave and Certification.~~

~~f. Return to Work. Employees will not be required to provide a return-to-work notice unless specifically requested by the Human Resources Department. Employees who experience COVID-19 virus symptoms should be symptom free for 72-hours prior to returning to work and may be asked to not return until seven (7) days have passed since the first symptoms occurred.~~

~~g. Enforcement. Nothing in this provision shall be construed in any way to diminish the rights or benefits that an employee is entitled to under any law, collective bargaining agreement, or existing City policy. An employee is encouraged to consult with the Human Resources Department regarding any questions or concerns.~~

~~An employee may not carry over any unused Emergency Paid Sick Leave. Further, upon an employee's separation from employment, any unused Emergency Paid Sick Leave is forfeited. Emergency Paid Sick Leave expires December 31, 2020.~~

~~23.2.3 Emergency Family and Medical Leave Expansion Act (EFMLEA)~~

~~a. Employee eligibility. Employed by the City for at least 30 calendar days prior to taking leave. Pursuant to the Act, the City may exclude Emergency First Responders from this benefit. Emergency first responders will be excluded from this benefit, but allowed to receive City benefits as outlined in 23.2.4.~~

~~b. Qualifications. Employee is unable to work or telecommute in order to care for a~~

~~son or daughter of such employee because the school or place of care of the son or daughter has been closed, or the child care provider of such son or daughter is unavailable due to COVID -19 precautions.~~

~~c.~~ ~~Pay During Leave. The EFMLEA provides for time away from work for up to 12 weeks. The first ten (10) work days of EFMLEA leave is unpaid, unless the employee has available accrued vacation, personal or sick leave (including sick leave under EPSLA under Section 23.2.2) which can be substituted for the otherwise unpaid time. The employee will not be required to substitute pay for the first 10 days of unpaid leave. After the 10th unpaid work day, the employee will be eligible for pay from the City equal to 2/3 of the employee's regular rate of pay for the remainder of the available FMLA leave associated with the qualifying COVID-19 reason, not to exceed a daily cap of $200 or aggregate cap of $12,000, per person.~~

~~For full time employees, the paid leave opportunity will be based on the regular rate of pay of the employee for the hours the employee would normally work. Part-time employees pay eligibility will be based on their regular hours worked per week – or if variable – the average hours worked in the preceding six months.~~

~~An employee may be eligible for regular FMLA leave if they have a COVID-19 diagnosis and they meet the normal requirements of the FMLA. An employee who is not ill but merely quarantined because of coming into contact with COVID-19 would not be eligible for EFMLEA or regular FMLA.~~

~~Employer Paid FMLA leave is allowed **only** for the reason of closure of the child's school or childcare and need to provide child care due to the public health emergency and not allowed for other FMLA reasons.~~

~~It is important to note that while an employee is entitled to 12 weeks of leave under the EFMLEA, the length of the leave is reduced by any FMLA Leave previously taken by the employee – this is not a separate 12 week entitlement. In other words, the Emergency Leave for childcare purposes is automatically reduced by the amount of leave an employee has already taken in the current administrative year, without regard to the reason for the previous leave.~~

~~d.~~ ~~Supplementing EFMLEA Leave. Employees may be eligible to supplement EFMLEA Leave to receive their full weekly pay by using their own sick, vacation, personal, or comp time if available. The supplemental use of an employee's sick, vacation, personal, or comp time will not be considered actual hours worked for the purposes of determining eligibility for overtime.~~

~~e. Benefits During Leave. Benefits for an employee using EFMLEA leave will be applied in the same manner as benefits under Federal and State Family and Medical Leave.~~

~~f. Employee Status after Leave. The FMLA's job protected leave requirements and anti-retaliation provisions apply to EFMLEA scenarios.~~

~~g. Procedure for Requesting Leave and Certification. Employees shall complete a FFCRA Personnel Leave Request Form. Forms can be requested by calling Human Resources at 920-448-3013, emailing humanresources@greenbaywi.gov, or printing the form from the City website. In compliance with the recommended social distancing, please do not physically go to the Human Resources Department.~~

~~The City will require additional documentation in support of your EFMLEA leave by asking for a notice of closure or unavailability from your child's school, place of care, or childcare provider, including a notice that may have been posted on a government, school, or day care website, published in a newspaper, or emailed to you from an employee or official of the school, place of care, or child care provider.~~

~~h. Return to Work. Employees will not be required to provide a return-to-work notice unless specifically requested by Human Resources.~~

~~i. Enforcement. Nothing in this provision shall be construed to in any way to diminish the rights or benefits that an employee is entitled to under any law, collective bargaining agreement, or existing City policy. An employee is encouraged to consult with Human Resources regarding any questions or concern.~~

~~23.2.4 Emergency First Responders Paid Sick Leave Bank. The City is excluding Emergency First Responders from the Family First Coronavirus Response Act benefits provided under Sections 23.2.2 and 23.2.3, but in order to balance the needs of our Emergency First Responders and the need to serve the public the City is creating a paid sick leave bank for Emergency First Responders.~~

~~a. Emergency First Responders. Emergency First Responders are defined as all sworn fire personnel and sworn police officers.~~

~~b. Qualifications. Emergency First Responders must be unable to work or telecommute because:~~

~~1) The employee is experiencing symptoms of COVID-19 and is seeking medical diagnosis from an appropriate health care provider;~~

~~2) The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19; or~~

3) ~~The employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Service in consultation with the Secretary of the Treasury and the Secretary of Labor.~~

c. ~~Paid Sick Leave. The amount of Paid Sick Leave available to Emergency First Responders who meet the qualifications set forth in Section 23.2.4.b. is limited to:~~

1) ~~Full-time employees will be eligible for up to two weeks of their regular hours of work.~~

2) ~~Regular, Part-time employees will be pro-rated based upon their regular hours of work and up to two weeks of the pro-rated leave.~~

3) ~~Employees who work a variable work schedule, the average bi-weekly hours of work over the preceding six month period will be utilized.~~

4) ~~Emergency First Responders will be asked to return as soon as they are cleared from a medical provider or based upon the guidelines of a public health official to return which may cause the amount of leave to be less than the Emergency First Responder's regular hours, or the prorated and variable amount over a two week period.~~

~~An Emergency First Responder may be eligible for regular FMLA leave if they have a COVID-19 diagnosis or to care for an immediate family member with COVID-19 and they meet the normal requirements of the FMLA.~~

d. ~~Eligibility and Qualifications for Leave Due to Childcare. Emergency First Responders who are unable to work or telecommute to care for a minor child if the child's school or childcare has been closed or is unavailable due to a public health emergency (COVID-19) may be eligible for leave. The Fire or Police Chief or their designee has the discretion to approve Leave Due to Childcare on a case-by-case basis based on the circumstances of the request and the needs of the department. The amount of leave is up to four weeks of paid sick leave and is calculated the same as in 23.2.4.c for full time, regular part time, and regular employees who work a variable work schedule.~~

~~The City will require additional documentation in support of your leave by asking for a notice of closure or unavailability from your child's school, place of care, or childcare provider, including a notice that may have been posted on a government, school, or day care website, published in a newspaper, or emailed to you from an employee or official of the school, place of care, or child care provider.~~

~~e. Procedure for Requesting Leave and Certification. Employees shall complete a FFCRA Personnel Leave Request Form. Forms can be requested by calling Human Resources at 920-448-3013, emailing humanresources@greenbaywi.gov, or printing the form from the City website. In compliance with the recommended social distancing, please do not physically go to the Human Resources Department.~~

~~f. Return to Work. Employees will not be required to provide a return-to-work notice unless specifically requested by Human Resources. The return to work will be based on being cleared by a medical provider or based upon the guidelines of a public health official to return to work.~~

~~g. Duration of Emergency First Responder Paid Sick Leave Benefit. The duration of this benefit will run through September 30, 2020~~November 6, 2020~~. This benefit may be amended or removed at any time with Common Council approval.~~

~~h. Enforcement. Nothing in this provision shall be construed to in any way to diminish the rights or benefits that an employee is entitled to under any law, collective bargaining agreement, or existing City policy. An employee is encouraged to consult with Human Resources regarding any questions or concern.~~

CITY OF GREEN BAY PERSONNEL POLICY

Policy Title COVID-19 PAID SICK LEAVE	**Policy Reference** Chapter 23, Section 3
Policy Source Human Resources Department	**Legal Review Date** 12/09/2020
Personnel Committee Approval 12/08/2020	**City Council Approval**

23.2.1 PURPOSE. The Emergency Paid Sick Leave Act (EPSLA) and Emergency Family and Medical Leave Expansion Act (EFMLEA), which provide additional sick time for employees while they or their family members are impacted by COVID-19, expire on December 31, 2020 due to the sunset date set by the Federal Government. The City of Green Bay does not intend to extend these laws, but intends to create a paid sick leave benefit (separate from employees' current sick leave accrual bank) for employees who are affected by COVID-19 and meet the qualifications listed in this policy. This policy is not intended to supplant or supersede any federal, state, or local COVID-19 related law(s) that may be passed in the future. If any such law is passed on a later date, then the City reserves the right to amend this policy to coincide with the new legislation.

23.2.2 COVID-19 PAID SICK LEAVE. Provides paid sick leave in addition to the employee's current sick leave accrual.

a. Employee eligibility. All employees actively employed by the City, including members of the bargaining units in Transit, shall be eligible for this leave effective January 1, 2021. All employees in the bargaining units in Police and Fire will be eligible effective December 15, 2020.

b. Qualifications. The employee must be unable to work or telecommute because:

1) The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19; or

2) The employee is experiencing symptoms of the COVID-19 virus and is seeking a medical diagnosis from an appropriate health care provider.

c. Pay During Leave. The amount of COVID-19 Paid Sick Leave available to employees is limited as follows:

1) Full-time employees will be eligible for 40 hours of paid sick leave.

2) The number of hours of sick leave that Regular, Part-time employees will be eligible for will be pro-rated based upon their regular hours of work in one week, in an amount not to exceed 40 hours.

3) Employees who work a variable work schedule will be eligible for one week of sick leave, to be calculated based on their average weekly hours of work over the preceding six-month period, in an amount not to exceed 40 hours.

d. EPSLA and EFMLEA Leave. An employee's total amount of available COVID-19 Paid Sick Leave includes any leave the employee has previously used under EPSLA or EFMLEA in 2020. No employee may exceed 40 hours or the pro-rated one week amount for Regular, Part-time employees or employees who work a variable schedule.

e. Paid Sick Leave does not count towards overtime. In accordance with City of Green Bay Personnel Policy 9.2.6, COVID-19 Paid Sick Leave will not be considered actual hours worked for the purpose of determining eligibility for OT.

f. Benefits during Leave. Benefits for an employee using COVID-19 Paid Sick Leave will continue as if the employee is actively working.

g. Procedures for Requesting Leave and Certification. The employee will be required to give notice to the employer of the desire to use the available COVID-19 Paid Sick Leave. Notice must be given to the employer no later than the first workday (or portion of such workday) that the employee receives COVID-19 Paid Sick Leave.

Employees shall complete a COVID-19 Paid Sick Leave Request Form. Forms can be requested by calling Human Resources at 920-448-3013, emailing humanresources@greenbaywi.gov, or printing the form from the City website. In accordance with social distancing recommendations, please do not physically go to the Human Resources Department.

g. Return to Work. Employees may be required to provide a return-to-work notice to their supervisor and Human Resources before returning to work. If an employee is unable to return to work based on a healthcare provider's recommendation and exceeds the amount of COVID-19 Paid Sick Leave he or she is eligible for, then the employee will need to use his or her own sick, personal, vacation, or comp time for the time away from work.

h. <u>Enforcement</u>. Nothing in this provision shall be construed in any way to diminish the rights or benefits that an employee is entitled to under any law, collective bargaining agreement, or existing City policy. An employee is encouraged to consult with the Human Resources Department regarding any questions or concerns.

An employee may not carry over any unused COVID-19 Paid Sick Leave. Further, upon an employee's separation from employment, any unused COVID-19 Paid Sick Leave is forfeited. The Common Council may amend or remove this benefit at any time. COVID-19 Paid Sick Leave is set to expire on April 30, 2021.

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
DIVISION OF EXECUTIVE BUDGET AND FINANCE
DOA-2778 (R03/2019)

STATE CONTROLLER'S OFFICE-CMO
101 E. WILSON STREET, 5th FL
PO BOX 7932
MADISON, WI 53707-7932
(608) 261-7749

MUNICIPAL COURT MONTHLY FINANCIAL REPORT

County Name	County Code Number	Report for Month/Year
Brown	05	November 2020
Municipal Name	**Municipal Code Number**	**Telephone Number**
Green Bay Municipal Court	231	920-448-3131

I. MUNICIPAL COURT OFFICIAL	Total Amount Collected	Share to be retained by Municipality	Share to be sent to County	Share to be sent to State
1. Forfeitures for Municipal Ordinance Violations (Except for Municipal Ordinances in Conformity with Ch 348.Stats.)	$ 40,775.35	$ 40,775.35		
Adjustment (if applicable)	$ .00	$ .00		
2. Municipal Court Costs (Chapter 814, Subchapter II, s. 814.65, Stats.)	$ 17,993.53	$ 15,612.87		$ 2,380.66
Adjustment (if applicable)	$ .00	$ .00		$ .00
3. Penalty Surcharges (s. 757.05, Stats.)	$ 10,479.55			$ 10,479.55
Adjustment (if applicable)	$ .00			$ .00
4. County Jail Surcharges (s. 302.46(1)(a), Stats.)	$ 4,739.32		$ 4,739.32	
Adjustment (if applicable)	$ .00		$ .00	
5. Driver Improvement Surcharges (s. 346.655, Stats.)	$ 5,403.30		$ 2,625.60	$ 2,777.70
Adjustment (if applicable)	$ .00		$ .00	$ .00
6. Crime Lab and Drug Enforcement Surcharges (s. 165.755(4), Stats.)	$ 6,192.40			$ 6,192.40
Adjustment (if applicable)	$ .00			$ .00
7. Domestic Abuse Surcharges (s. 973.055(2)(b), Stats.)	$ .00			$ .00
Adjustment (if applicable)	$ .00			$ .00
8. Truck Weight Restrictions (Municipal Ordinances in Conformity with Ch. 348, Stats., s. 66.12(3)(c))	$ .00	$ .00		$ .00
Adjustment (if applicable)	$ .00	$ .00		$ .00
9. Ignition Interlock Device Surcharge (s. 343.301(5), Stats.)	$ 550.00		$ 550.00	
Adjustment (if applicable)	$ .00		$ .00	
10. GPS Tracking Surcharge (for violations of ordinances conforming to s. 813.12 or s.813.125, Stats.)	$ .00			$ .00
Adjustment (if applicable)	$ .00			$ .00
11. Safe Ride Program (s. 85.55, Stats.)	$ 615.70			$ 615.70
Adjustment (if applicable)	$ .00			$ .00
12. Totals	$ 86,749.15	$ 56,388.22	$ 7,914.92	**Pay This Amount** $ 22,446.01

Continue onto the next page.

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
DIVISION OF EXECUTIVE BUDGET AND FINANCE
DOA-2778 (R03/2019)

STATE CONTROLLER'S OFFICE-CMO
101 E. WILSON STREET, 5th FL
PO BOX 7932
MADISON, WI 53707-7932
(608) 261-7749

MUNICIPAL COURT MONTHLY FINANCIAL REPORT

II. CERTIFICATION OF MUNICIPAL COURT OFFICIAL

I hereby certify that this report reflects all actions requiring forfeitures, court costs and surcharges collected during the month designated.

Name: NEIL BASTEN Signature: Neil Basten Date: 12-1-20

III. TREASURER'S CERTIFICATION

I hereby certify that the above amount due the state has been received. After so certifying, a copy of this report will be returned to the signer of this report as a receipt, and the stated amount will be remitted to the Department of Administration with this report.

Treasurer: Paul R. Marks Date: 12/5/20

In the event the Department of Administration has questions about this report and payment, who should we contact?

Name:	Telephone #	Email Address
Neil Basten	920-448-3131	neilba@greenbaywi.gov

Detail Summary of Projects Issued

11/1/2020 to 11/30/2020

Proj #	Address	Owner	Applicant	Fees Paid	Estimated $	Status
102712	3571 BLACK SHEEP WAY..21-8384	BAY SETTLEMENT INVESTMENTS LLC		$1,328.21	$275,000.00	Pending
[01-101 - Single Family House, Detached] NEW 1--STORY SINGLE FAMILY HOME W/ ATTACHED GARAGE EC Approved 10/29/20						
102719	928 MENDOTA DR..21-8379	BAY SETTLEMENT INVESTMENTS LLC		$1,363.44	$275,000.00	Pending
[01-101 - Single Family House, Detached] SINGLE FAMILEY 1 STORY ATTACHED GARAGE EC approval 10/29/20						
102779	2054 BUCKTHORN TR..6H-4434	TYCORE BUILT LLC		$1,298.27	$245,900.00	Pending
[01-101 - Single Family House, Detached] New 1 stry single family residential home -EC approved 11/5/20						
102853	1696 DECKNER AV..21-2299-2	GREEN BAY HABITAT FOR HUMANITY INC		$908.15	$130,000.00	Pending
[01-101 - Single Family House, Detached] 1-stry, detached garage part. fin. base. EC APPROVED 11/16/20						
102865	2891 SUSSEX RD..22-2088	TJDM LLC		$1,322.84	$255,000.00	Pending
[01-101 - Single Family House, Detached] EC APPROVED 11/17/20						
102778	3695 COLLEGIATE WAY..21-7400	PA NHIA & MENG YANG		$236.13	$5,000.00	Closed
[02-434 - Single-Family Residential Building, Alteration] Basement Bathroom						
102820	1339 GROSS AV..1-301	ANDREW J BASTEN		$205.00	$10,000.00	Pending
[02-434 - Single-Family Residential Building, Alteration] Remodel kitchen/Bath/new patio door						
102827	1992 PACKERLAND DR..6H-1992	MARY B ADAMS		$50.00	$1,200.00	Closed
[02-434 - Single-Family Residential Building, Alteration] OWNER STATES NO COST SEE APPLICATON						
102857	218 S ROOSEVELT ST..14-953	DEALS DEVELOPMENT & PARTNERSHIP CAPITAL CORP		$252.00	$10,800.00	Pending
[02-434 - Single-Family Residential Building, Alteration] FLOOR PLAN CHANGE/REMODEL						
102887	1463 MORROW ST..8-69	STEVEN M & SANDRA L BADER		$50.00	$10,000.00	Closed
[02-434 - Single-Family Residential Building, Alteration] CHIMNEY TO BE BULKHEADED AND PERMENATLY LABLED NOT FOR USE						
102888	3359 BEACH LN..22-1229	ANTHONY L & JAYE J HESS		$200.00	$15,000.00	Pending
[02-434 - Single-Family Residential Building, Alteration] FAMILY ROOM ABOVE GARAGE						
102899	1315 WIRTZ AV..1-282	TAYLOR C & EVAN R REED		$255.00	$1,500.00	Pending
[02-434 - Single-Family Residential Building, Alteration] Owner states exisiting 2nd story bedroom. 7ft ceilings						
102904	2593 RADINZ RD..21-5212	JOANNE M & WILLIAM C GRIESBACH		$125.00	$28,000.00	Pending
[02-434 - Single-Family Residential Building, Alteration] FINISH OFF FAMILY ROOM IN THE BASEMENT						
102909	1662 RANCHLAND DR..6-922	CONNIE M FLACKEY		$155.00	$800.00	Pending
[02-434 - Single-Family Residential Building, Alteration] Basemant remodel						
102916	1028-1030 REBER ST..20-29	ALLEN W KOPATZ		$274.00	$16,000.00	Pending
[02-434 - Single-Family Residential Building, Alteration] 2-FAMILY FIRE REPAIR						

102920 1330 N LOCUST ST..6-45-G — ALBEE RANDOLPH REVOCABLE LIVING TRUST ETAL — $130.00 — $15,000.00 — Pending

[02-434 - Single-Family Residential Building, Alteration] Fire Damage Repair

102953 1004 S WEBSTER AV..16-298 — GUINNESS DEVELOPMENT LLC — $250.00 — $100,000.00 — Pending

[02-434 - Single-Family Residential Building, Alteration] NEW AC, NEW GARAGE DOORS,GUTTERS, ROOF,INSULATION,FLOORING,KITCHEN,WINDOWS

102786 3194 RENAISSANCE CT..6H-3987 — PAUL M & TERRI L LEWIS — $150.00 — $50,000.00 — Pending

[03-434 - Addition to Single-Multi Family Residential Units] THREE SEASON SUNROOM

102919 1589 FOELLER DR..8-797 — GENIESSE PAUL S & DEBRA K LIVING TRUST — $150.00 — $32,541.00 — Pending

[03-434 - Addition to Single-Multi Family Residential Units] 18'x12' SUNROOM

102817 1200 LORE LN 7..3-801-A — AUTUMN PROPERTY RENTALS LLC — $140.00 — $47,000.00 — Closed

[10-434 - Multi-Family Residential Building Alteration] Fire Damage Repair

102954 125 S PLATTEN ST..3-1042 — BRZEZINSKI PROPERTIES II LLC — $70.00 — $2,770.00 — Closed

[10-434 - Multi-Family Residential Building Alteration] DOOR AWNING

100668 2765 SUSSEX RD..22-197-1 — GREEN BAY AREA PUBLIC SCHOOL DISTRICT — $226.00 — $0.00 — Pending

[11-328 - Other Non-Residential Buildings (barns, storage garages, jails, silos, post offices, animal hospitals, reformatories).]

101982 434 E WALNUT ST..11-259 — SAS REAL ESTATE LLC — $70.00 — $8,000.00 — Pending

[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] Permit coming in Monday, 8/10/2020

102383 1583 MAIN ST..19-311 — EFS LLC — $3,721.00 — $41,000.00 — Pending

[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] Improving the area to pool hall expanded to without permits

102797 1792 MAIN ST..21-2508 — DMT ENTERPRISES — $190.00 — $18,000.00 — Pending

[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] Door opening repair do to vehicle impact

102807 701 BAY BEACH RD..20-689-C — MCDONALD LUMBER CO INC — $580.00 — $50,000.00 — Closed

[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] POST CONSTRUCTION PERMIT

102859 411 ST. JOHN ST..13-106 — SAINT JOHNS CONGREGATION — $1,141.18 — $125,000.00 — Pending

[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] 2nd FLR BATHROOMS

102912 1577 MAIN ST..19-311 — EFS LLC — $70.00 — $2,750.00 — Pending

[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] WINDOW REPLACMENT

102928 601 N BROADWAY..5-898 — QUANTUM PROPERTIES LLC — $70.00 — $1,200.00 — Pending

[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] ADD ROOF OVER ENTRANCE

99093 744 S WEBSTER AV..14-825 — BELLIN MEMORIAL HOSPITAL — $110.00 — $0.00 — Closed

[13-437 - Addition to Commercial, Non-Residential Non-housekeeping]

102591 2461 LARSEN RD..6H-1732 — NEXT GEN HOLDINGS LLC — $7,633.40 — $1,620,531.00 — Pending

[13-437 - Addition to Commercial, Non-Residential Non-housekeeping] ***SWB $5000
EC APPROVED 11/11/20
NO PLUMBING WORK UNTIL PLUMBING IS APPROVED. - - PVC 11/13/2020

102811 340 N BROADWAY , Unit: SUITE 130..5-1752 — DDL HOLDINGS, LLC — $70.00 — $1.00 — Pending

[16-*** - Temporary Office or Trailer]

102815 1555 W MASON ST..6-462 — MILITARY AVE PARTNERS LLC — $140.00 — $0.01 — Pending

[16-*** - Temporary Office or Trailer]

102910 301-210 N ADAMS ST..12-201 — HCW LLC — $70.00 — $1.00 — Closed

[16-*** - Temporary Office or Trailer]

102880	306-308 N CLAY ST..14-13-A	RONALD MORRIS	$50.00	$3,000.00	Pending
[18-438 - Remodel Garage or carport or Shed] REMOVE SMALL GARAGE EXPANSION					
102367	1520 WESTERN AV..6-135-C	SCHOEN STREET CONDO RENTALS LLC	$150.00	$38,000.00	Pending
[19-438 - Addition to Garage, Carport (Residential)] 20 x24 **Needs CUP. (non conforming house on multi family r3 lot) Paid online already					
102790	825 BELLEVUE ST..21-1334-4-4	307 LEGACY GROUP LLC	$50.00	$4,200.00	Closed
[21-649 - Demolition of all Other Buildings or Structures] NO EC SLAB STAYING					
102684	3466 E MASON ST ..21-171-2	ERIE ROAD PROPERTIES LLC	$240.00	$25,000.00	Pending
[22-328 - Shed, Yard Building] 16 x 16 Storage building					
102836	217 NEWHALL ST..19-322	DENIL JOHN R & CAROL ANN REVOCABLE TRUST	$50.00	$6,600.00	Pending
[22-328 - Shed, Yard Building] old one damaged by tree NO ELECTRIC APPLICATION					
102881	1244 GRANT ST..3-1029-A	DEBRA & RAYMOND DAMRO	$182.00	$15,000.00	Pending
[22-328 - Shed, Yard Building] 20'x30' SHED					
101448	915 BARRONWOOD DR..21-8369	KAREN KANE	$100.00	$800.00	Closed
[23-434 - Deck, Porch, Patio] 14.5'x14.5' REAR DECK					
102004	3420 CONCERTO LN..21-7310	JED T & CINDY A RITCHIE	$100.00	$10,000.00	Pending
[23-434 - Deck, Porch, Patio] REPLACE DECK					
102652	520 11th AV..2-517	JESSES PROPERTY DOCTORS LLC	$100.00	$5,000.00	Pending
[23-434 - Deck, Porch, Patio] Per complaint. 115129					
102711	852 SHAWANO AV..3-40	BREAKING BOUNDARIES INVESTMENTS LLC	$100.00	$1,200.00	Closed
[23-434 - Deck, Porch, Patio] 64 x 51 BACK DECK					
102720	604 5th ST..2-240	SHIPYARD GROUP LLC	$95.00	$2,300.00	Closed
[23-434 - Deck, Porch, Patio] Replace Porch					
102828	3067 JAUQUET DR..21-7083	KATHLEEN A & JIMMY R KENNER	$100.00	$27,950.00	Closed
[23-434 - Deck, Porch, Patio] 14'X20' rear deck					
102832	2554 SUN TERR..21-4692	TERESA Z & LUIS P MALDONADO	$100.00	$3,000.00	Pending
[23-434 - Deck, Porch, Patio] New Deck					
102854	1425 KATERS DR..6-1027-D	JAIME M & STEPHEN F FUGE	$100.00	$10,000.00	Closed
[23-434 - Deck, Porch, Patio]					
102789	3136 WEST POINT RD..6H-1185-A	LEE J GEURTS, ETAL	$250.00	$34,000.00	Pending
[25-329 - Swimming Pool] EC SENT DOWN 10/29/20 -EC Approved 11/3/20					
99548	515 HARTUNG ST..8-491	LORETTA M STONEBURNER	$238.92	$51,000.00	Pending
[28-434 - Foundation Repair] FOUNDATION REPAIR					
102796	1263 DIVISION ST..5-656-B	LINDSAY ROSE BERCEAU	$50.00	$12,000.00	Closed
[28-434 - Foundation Repair] Foundation Repair					
102798	724 PARK ST..18-1355	REAL ESTATE VENTURES LLC	$50.00	$8,000.00	Closed

[28-434 - Foundation Repair] FOUNDATION REPAIR

102799	307 GRAY ST..5-638	AVI PROPERTIES LLC	$50.00	$12,000.00	Closed
[28-434 - Foundation Repair] FOUNDATION REPAIR					
102858	1016 MARSHALL AV..18-301	CHERYL M & ROBERT J BOWERS	$50.00	$16,480.00	Closed
[28-434 - Foundation Repair] Foundation Repair					
102897	1621 11th AV..1-1342	NEWJOY INVESTMENTS LLC	$50.00	$10,000.00	Closed
[28-434 - Foundation Repair] FOUNDATION REPAIR					
102976	413 BELLEVUE ST..21-1530	GUY T GILLE	$50.00	$23,180.00	Closed
[28-434 - Foundation Repair] FOUNDATION REPAIR					
102876	223-225 N WASHINGTON ST..12-15	WIDMER PROPERTIES LLC	$88.23	$93,850.00	Pending
[33-*** - Roofing] ROOF					
102925	1508 WESTERN AV..6-135-B	JTD INVESTMENTS LLC	$140.00	$28,000.00	Pending
[33-*** - Roofing] RE-ROOF					
102848	155 S HENRY ST..21-1514-7	JEFFREY L & BETTE BRIAR TILOT REVOCABLE TRUST OF 1999	$50.00	$5,000.00	Closed
[34-*** - Window, Door, Replacement] NO BEDRROOM					
102491	1127 ROSCOE ST..1-382-B	ADAM M PAHL	$50.00	$4,000.00	Pending
[35-*** - Driveway Expansion] Driveway expansion					
102682	1517 FARLIN AV..19-26	JUSTIN T PHILLIPS	$50.00	$5,000.00	Pending
[35-*** - Driveway Expansion] Gravel driveway to concrete and add patio					
102732	816 ELIZABETH ST..19-391	MARIA DELCARMEN DELGADILLO	$50.00	$6,500.00	Pending
[35-*** - Driveway Expansion] Concrete driveway					
102783	505 FRED ST..21-1714-E-16	MAHLIK WENDY TRUST	$50.00	$1,100.00	Closed
[35-*** - Driveway Expansion] driveway					
102791	1837 SHAWANO AV..6-1878	QMH HOLDINGS LLC	$50.00	$1,000.00	Pending
[35-*** - Driveway Expansion] Concrete Driveway					
102856	1141 S OAKLAND AV..1-500	RODNEY L KITTELL	$50.00	$1,500.00	Closed
[35-*** - Driveway Expansion] Pave Apron expand drive					
102890	1033 SHADOW LN..1-2377	MARILYN L & MARVIN L MEISTER	$50.00	$8,550.00	Pending
[35-*** - Driveway Expansion] DRIVEWAY/PATIO REPLACEMENT					
102903	2426 MANITOWOC RD..21-3298	KEVIN M DEGREEF & EARL R PETERSON & NANCY L PETERSON & AMANDA L DEGREEF	$50.00	$4,000.00	Closed
[35-*** - Driveway Expansion] new drive and curb cut					
102934	2301 MANITOWOC RD..21-127-1-B	XUEYING & MICHAEL KWITKOWSKI	$50.00	$4,000.00	Closed
[35-*** - Driveway Expansion] Driveway Apron					
102769	2174 SHAMROCK LN..6H-1674	BRENDA L ALICEA	$50.00	$3,867.00	Pending
[36-*** - Fence] redo rear yard fence					

102787 852 MEACHAM ST..2-1310	ANDREW P ZIEBELL, ETAL	$50.00	$9,000.00	Pending
[36-*** - Fence] rear yard fence				
102788 3085 SUMMER PL..6H-2961	MOHAMED & CHRISTINE M IBRAHIM	$50.00	$11,856.00	Closed
[36-*** - Fence] FENCE REAR YARD				
102795 2423 DEER TRAIL..21-4038	SCOTT M & LYNNE M THOMPSON	$50.00	$8,000.00	Closed
[36-*** - Fence] REPLACE WOOD FENCE WITH NEW VINYL FENCE				
102805 315 HARVARD ST..5-411	SHAWN JOSEPH MALONE	$50.00	$2,142.00	Pending
[36-*** - Fence] 5' tall chain link fence				
102821 923 ROSCOE ST..1-337	JJ BRO PROPERTIES LLC	$50.00	$2,000.00	Pending
[36-*** - Fence] Fence				
102831 1299 WOLVERINE CT..21-7371	VANCE L & LORI R TOIVONEN	$50.00	$13,000.00	Pending
[36-*** - Fence] New 6' Privacy Fence				
102860 615 S NORWOOD AV..2-393	TINA M & CRAIG M HARVEY	$50.00	$500.00	Pending
[36-*** - Fence] 6' tall privacy fence				
102874 1129 MEACHAM ST..1-1619	STRUCTURAL INVESTMENTS LLC	$50.00	$2,000.00	Pending
[36-*** - Fence] REAR YARD PRIVACY FENCE				
102931 1777 ARNOLD DR..6-2812	RANDI L & JOHN M SCHLITZ	$50.00	$2,900.00	Pending
[36-*** - Fence] 6' REAR YRAD FENCE				
102774 1114 MAIN ST..14-3	GREATER SOURCE LLC	$87.20	$1,500.00	Pending
[37-329 - Signs] Proposed Wall Sign				
102813 1673 MAIN ST..21-2549	FTC INVESTMENTS LLC	$165.00	$10,950.00	Closed
[37-329 - Signs] New Pylon Sign - Replaces existing pylon				
102879 2545 LARSEN RD..6H-1740-1	NORTHEAST WISCONSIN TECHNICAL COLLEGE	$95.00	$895.00	Closed
[37-329 - Signs] Proposed Wall Sign				
102937 2120 MAIN ST..21-453-6	SECOND WIND MAIN ST LLC	$96.74	$1,200.00	Pending
[37-329 - Signs]				
102966 842 S MILITARY AV..6-456	GERALD S MILLER	$70.00	$5,000.00	Pending
[38-649 - Wreck Signs] Raze sign				
102967 1125 BLK N IRWIN AV..7-486	GB REAL ESTATE INVESTMENTS LLC	$70.00	$1,000.00	Pending
[38-649 - Wreck Signs] Raze Sign				
102885 1031 HURLBUT ST..6-29-B	US VENTURE INC	$30.00	$6,500.00	Closed
[40-*** - Sanitary Sewers] REPAIR SANITARY SEWER LATERAL				
102893 511 HARTUNG ST..8-489	LIBERTY INVESTMENTS LLC	$30.00	$7,000.00	Closed
[40-*** - Sanitary Sewers] REPLACE 4" SANITARY SEWER FROM INSIDE HOUSE TO MAIN IN STREET.				
102834 1661-1663 ELKAY LN..23-329-1	JAMB INVESTMENTS LLC	$30.00	$17,000.00	Closed
[41-*** - Storm Sewers] STORM SEWER				

102823	2491 REMINGTON RD..21-8041	PAMELA & MICHAEL KNAUF	$100.00	$5,000.00	Pending
[43-*** - Lawn Sprinklers] UNDERGROUND LAWN SPRINKLER SYSTEM					
102957	210 MUSEUM PL..4-56	BROWN COUNTY MUSEUM	$70.00	$1,310.00	Closed
[44-*** - Water heaters/Appliances] WATER HEATER					
102663	965 BOND ST..5-1283-A	ERICA L JOHNSON	$50.00	$1,700.00	Closed
[46-*** - Electrical Service Change] REMOVE EXISTING 60 AMP SERVICE AND INSTALL 100 AMP OVERHEAD SERVICE.					
102753	625 COLUMBIA AV..5-769	JOSEPH F LEU	$50.00	$2,300.00	Closed
[46-*** - Electrical Service Change] PANEL REPLACEMENT					
102819	1514 CARROLL AV..1-2116	MARTHA & EDWARD WHITLOCK	$50.00	$1,849.00	Closed
[46-*** - Electrical Service Change] REPLACE ELECTRICAL PANEL					
102822	1285 SAN JOSE PL..3-1286	NANCY A BECKERS	$50.00	$1,981.00	Closed
[46-*** - Electrical Service Change] SERVICE UPGRADE					
102830	856 BELLEVUE ST..21-1330-9	DANIEL J LEFEVRE	$50.00	$2,000.00	Closed
[46-*** - Electrical Service Change] REPLACE FAULTY METER STACK					
102849	907 RAYMOND ST..2-1377	CAROL J MILLAR	$50.00	$1,600.00	Pending
[46-*** - Electrical Service Change] SERVICE UPGRADE					
102884	321 N MAPLE AV..5-605	JEFFREY & ELIZABETH NORTON	$50.00	$2,585.00	Pending
[46-*** - Electrical Service Change] SERVICE UPGRADE					
102894	1110 WIRTZ AV..1-83	ROBERTA L MEHLING	$50.00	$1,400.00	Pending
[46-*** - Electrical Service Change] REMOVE 100 AMP BREAKER PANEL AND INSTALL LARGER 100 AMP BREAKER PANEL					
102923	1627 CAREFUL DR..6-1660-19	WILLIAM J & JEAN M CLEMENT	$50.00	$2,200.00	Closed
[46-*** - Electrical Service Change] SERVICE UPGRADE 200 AMP UNDERGROUND					
102938	1229 THRUSH ST..18-1020	ANTHONY M SOQUET	$50.00	$1,500.00	Pending
[46-*** - Electrical Service Change] PANEL CHANGE - EXISTING 100 A PANEL TO NEW 100 A PANEL					
102939	454 HEYRMAN ST..21-1274-3	GARRETT T GARTON	$50.00	$600.00	Closed
[46-*** - Electrical Service Change] SERVICE CHANGE					
102838	1613-1615 ARNOLD DR..6-301-3	JONET GARY & DEANNA IRREVOCABLE TRUST	$50.00	$500.00	Closed
[47-*** - Electrical Service Repair] 100 AMP 12/240 V SERVICE MAST REPAIR DUE TO TREE DAMAGE					
102875	101 BAY BEACH RD..20-689-C	MCDONALD LUMBER CO INC	$70.00	$10,000.00	Pending
[47-*** - Electrical Service Repair] New for the Distillery					
102891	1692 WESTFIELD AV..6-2415	BRADLEY J RENARD	$50.00	$800.00	Closed
[47-*** - Electrical Service Repair] METERBASE AND PERISCOPE REPLACEMENT					
102806	1792 E MASON ST..21-1345	NOLA V & THOMAS J LEUTHNER	$140.00	$11,000.00	Closed
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] ADDING NEW FIXTURES & RECEPTACLES TO ACCOMADATE NEW LAYOUT					
102924	1315 DOTY ST..14-1403	NJA INVESTMENTS LLC	$50.00	$1,000.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] MISC WIRING					
102941	2454 MORGAN LN..21-3281	BRAD D NOVAK	$50.00	$1,000.00	Pending

[48-*** - Electrical Wiring (Misc., Alteration, Repair)] CHANGE BREAKER PANEL & UPGRADE GROUNDING

102317 840 S BROADWAY..2-188 MJELDE LLC $70.00 $9,250.00 Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER

102780 140 REIMER AV..21-2475-9 KC NEUMEYER $50.00 $3,800.00 Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

102809 830-832 EDGEWOOD DR..21-4857 LUTHERAN SOCIAL SERVICES OF WI & UPPER MI INC $50.00 $5,550.00 Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE AND AIR CONDITIONER

102810 830-832 EDGEWOOD DR..21-4857 LUTHERAN SOCIAL SERVICES OF WI & UPPER MI INC $50.00 $2,650.00 Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

102824 3012 CRUSADE LN..6H-4158 MICHAEL A & HOLLY M DEWICK $50.00 $4,069.00 Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

102825 118 S WASHINGTON ST..12-341 GORDAN & DEBORAH MISNER $70.00 $10,548.00 Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

102829 2655 ST. ANN DR..21-6112 REBECCA & KYLE W POCKAT $50.00 $3,700.00 Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

102835 1701 KING ARTHUR DR..6H-1913 BRIAN L DANZINGER $50.00 $5,159.00 Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

102837 1409 CROOKS ST..17-897 ALVARO GARCIA, ETAL $50.00 $11,829.00 Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER

102839 1332 GRIGNON ST..17-609 KRISTINE A & WILLIAM M JOHNSON $50.00 $6,555.00 Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE AND AIR CONDITIONER (AC BEING INSTALLED IN SPRING 2021)

102840 927 N CHESTNUT AV..18-501-C KHANTHALY THEPPHONE $50.00 $3,609.00 Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

102841 245 SCHOBER ST..21-2475-30 MARSHA A & THOMAS J QUATSOE $50.00 $9,380.00 Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER

102842 1037 IRENE ST..21-2678-G-11 PATRICIA M & THOMAS D JOHNSON $50.00 $4,641.00 Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

102843 804 NICOLET AV..2-733 TERESA VANDENACK $50.00 $9,590.00 Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER

102844 1646 FOREST GLEN DR..6-1645 MAI YANG & CHA CHIA LOR $50.00 $4,649.00 Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

102845 325 HARTUNG ST..8-781 MIGUEL ANGEL SANCHEZ, ETAL $50.00 $3,609.00 Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

102846 1638 DECKNER AV..21-1423 VSL HOLDINGS LLC $50.00 $3,429.00 Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

102850 2204 BROOK ST..21-2090-9 GERARDO SICAIROS, ETAL $50.00 $3,030.00 Pending

[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

102851	935 BOND ST..5-1255	KRISTA L KATERS SNYDER	$50.00	$5,300.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE AND AIR CONDITIONER					
102852	937 BOND ST..5-1255	KRISTA L KATERS SNYDER	$50.00	$5,300.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE AND AIR CONDITIONER					
102866	2717 HUMBOLDT RD..21-1236-1	BRZEZINSKI PROPERTIES V LLC	$50.00	$5,860.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] BOILER					
102867	843 MARQUETTE AV..2-1099	DANNY W STEFFENHAGEN	$50.00	$3,100.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE					
102868	335 HUTH ST..21-1877	DIANE M PERRY	$50.00	$3,750.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE					
102869	3276 WINDLAND DR..21-7424	JENKS BRIAN M & FAITH M REVOCABLE TRUST OF 2018	$50.00	$2,972.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE					
102870	807 COLONIAL AV..2-1147	BETH N GRIDLEY	$50.00	$2,650.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE					
102871	140 N ASHLAND AV..4-260	RUSSELL E BACON	$50.00	$7,450.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE AND AIR CONDITIONER					
102872	521 S IRWIN AV..17-420	MARIA I & SERAFIN P PATINO	$50.00	$3,750.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE					
102901	573 ALROSE ST..21-2281-1-6	NANCY L BUSSE	$50.00	$3,500.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE					
102902	480 MCAULIFFE HEIGHTS TR..21-7256	EUGENE A & JILL M STENSON	$50.00	$2,465.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE					
102913	1315 11th AV..1-1577	MARY ELLEN BROWN	$50.00	$3,000.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE					
102914	526 BAIRD CREEK RD ..21-1244-41	STEVEN S STEVES	$50.00	$11,397.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] BOILER					
102917	800 UNIVERSITY AV..7-596	EAST RIVER OF GREEN BAY LLC	$350.00	$99,500.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] (5) ROOFTOP EXHAUST FANS					
102918	117 S WASHINGTON ST..12-48-1	MEYER THEATRE CORP	$70.00	$17,000.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] ROOFTOP UNIT					
102922	2703-2705 MALCORE DR..21-3464	GLEN A SINKULA	$50.00	$4,220.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] BOILER					
102929	1023 S VAN BUREN ST..16-306	SARAH J & IAN W GRIFFITHS	$50.00	$14,840.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE AND AIR CONDITIONER					
102930	2015 SMITH ST..21-2704-E-15	KEVIN J & CHRISTINE T KONSHAK	$50.00	$4,514.00	Closed

[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

102935	508 COUNTRY CLUB RD..6H-2467	MICHAEL DEWICK	$50.00	$3,315.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE					
102940	834 WILSON AV..18-359	AUDRA L & JOEL A KARNOPP	$50.00	$5,170.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE					
102945	2685 HILLY HAVEN RD..21-4475	AARON L A KANZENBACH	$50.00	$4,300.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE					
102946	1075 8th ST..1-177	JASON D & JENNIFER K MIELKE	$50.00	$7,550.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER					
102947	1765 WESTERN AV..6-122-A	JEFFERY J & STEPHANIE J ANDERSEN	$50.00	$3,900.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE					
102948	1515 14th AV..1-1366-C	JENNIFER NETT	$50.00	$4,675.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE					
102949	1515 CEDAR ST..19-130	AQUILES VAZQUEZ	$50.00	$3,900.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE					
102950	1175 9th ST..1-415	TYLER J TOBIA	$50.00	$3,550.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE					
102951	983 HOLZER ST..18-1434	WILLIAM C DIERKS	$50.00	$4,150.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE					
102952	3506 BLACKWOLF RUN..22-1857	LINDSAY M & RAYMOND L NELSON	$50.00	$3,150.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE					
102955	708 N CHESTNUT AV..5-84	NOAH HARRISON	$50.00	$6,765.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER					
102956	2143 WOODCREST DR..6H-3263	LANDEN WILKE, ETAL	$50.00	$5,459.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE					
102959	1616 GROSS AV..1-2138	LAVESA M GLOVERVERHAGEN, ETAL	$50.00	$845.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE					
102960	3085 S EAGLE TERR..6H-3126	BRANDON T & NICOLE M BASTEN	$50.00	$11,285.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE AND AIR CONDITIONER					
102961	341 VAN CASTER DR..21-3723	TIMOTHY R LORITZ	$50.00	$3,913.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE					
102968	1939 ZEISE AV..21-2445-P-29	TELESFORO MENDEZSANCHEZ, ETAL	$50.00	$11,322.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] BOILER					
102970	1126 REBER ST..20-35	JOSE GUADALOPE VARGAS PLACENSIA, ETAL	$50.00	$5,044.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE					
102971	1282 LAWE ST..17-333	PAUL & PATRICIA FILYES	$50.00	$3,158.00	Closed

[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

102973	1246 SHAWANO AV..3-1065	JOSHUA A GOLDBACH	$50.00	$5,594.00	Pending

[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

102983	1816 14th AV..1-1319-C	TERRIEN ELEANOR IRREVOCABLE FAMILY TRUST	$50.00	$3,058.00	Pending

[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

102990	1757 CARRIAGE CT..6-2201	JERRY E & ANDRA L MADDEN	$50.00	$6,450.00	Closed

[50-*** - Heating Unit Replacement/ Air Conditioning] BOILER

102991	1106 THRUSH ST..18-1099	ALEXANDRIA M & JOHN D DUGGAN	$50.00	$7,850.00	Closed

[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE AND AIR CONDITIONER

102992	665 STONEHEDGE RD..21-6950	TRICIA L KONOP	$50.00	$8,750.00	Pending

[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE AND AIR CONDITIONER

102921	2733 NICOLET DR..22-164	RANDY R & ELIZABETH E KOSTICHKA	$75.00	$43,000.00	Pending

[58-*** - Site (Erosion control, Fill, Excavation)] EC Approved 11/19/20

102804	1510 S ONEIDA ST..1-2312	MICHAEL G HAUFE	$50.00	$10,749.00	Closed

[62-*** - repair/alter existing plumbing system] REPLACE SHOWER & SURROUND WITH BATHTUB AND SURROUND INCLUDING MIXING VALVE AND TRAP

102808	840 BELLEVUE ST..21-2077	KUMBALEK MICHELE E REVOCABLE TRUST	$30.00	$1,000.00	Closed

[62-*** - repair/alter existing plumbing system] REPAIR LATERAL

102826	146 N ASHLAND AV..4-172	AUSTIN CAREY HENDERSON	$50.00	$9,000.00	Closed

[62-*** - repair/alter existing plumbing system] TUB TO SHOWER CONVERSION

102847	2537 WILDER CT..21-6530-6	MICHAEL J & PAMELA C BAETEN	$50.00	$15,508.00	Closed

[62-*** - repair/alter existing plumbing system] BATHTUB AND SURROUND REPLACED BY WALKIN SHOWER AND SURROUND, INCLUDING MIXING VALVE AND TRAP

102855	1121 S WEBSTER AV..17-25	ERICH A & PARIS E EMMEL	$30.00	$3,295.00	Closed

[62-*** - repair/alter existing plumbing system] REPLACE WATER LINE

102877	704-710 LOMBARDI AV..1-1412-A	DAVISTER HOLDINGS LLC	$30.00	$2,950.00	Closed

[62-*** - repair/alter existing plumbing system] REPLACE AN EXISTING STORM SEWER CATCH BASIN

102878	2451 W MASON ST..6H-1110-5	NORTHLAND PAINT MANUFACTURING INC	$30.00	$4,530.00	Pending

[62-*** - repair/alter existing plumbing system] REPAIR SEWER CATCH BASIN

102886	165 WINCHESTER WAY..21-4045	EDWARD MCKENZIE	$50.00	$10,000.00	Pending

[62-*** - repair/alter existing plumbing system] TUB TO SHOWER CONVERSION

102900	1266 THORNDALE ST..1-2180	SHARON & RONALD J VANDERPERREN	$50.00	$6,714.00	Pending

[62-*** - repair/alter existing plumbing system] TUB TO SHOWER CONVERSION

102911	825 JAMES ST..5-174	KENNTH E & ROBIN WHITCOMB	$50.00	$7,550.00	Closed

[62-*** - repair/alter existing plumbing system] TUB TO SHOWER CONVERSION AND REPLACE MIXER VALVE

102942	1253 SAN JOSE PL..3-1280	DONALD G & CATHERINE M CARLSON	$50.00	$10,000.00	Pending

[62-*** - repair/alter existing plumbing system] TUB TO SHOWER CONVERSION

102943	837 S JACKSON ST..16-282	AMANDA & ALEXANDER YOUNG	$30.00	$5,500.00	Closed

[62-*** - repair/alter existing plumbing system] REPAIR SANITARY SEWER / WATER FROM INSIDE HOUSE TO CURB

102972	810-812 ALPINE DR..21-118-10	JANET A & DAVID A HANSFORD	$50.00	$11,424.00	Closed

[62-*** - repair/alter existing plumbing system] BATHTUB AND SURROUND BEING REPLACED BY A WALKIN SHOWER AND SURROUND, INCLUDING MIXING VALVE AND TRAP.

102571	1416 HURLBUT ST..6-3041	NEXT GEN HOLDINGS LLC	$140.00	$35,000.00	Pending

[94-*** - Alteration to existing cell tower] T-Mobile Antenna Mods

102572	1629 MAIN ST..21-2005-3	TODD W JEROVETZ	$140.00	$35,000.00	Pending

[94-*** - Alteration to existing cell tower] T-Mobile Antenna Work

102915	1339 WEISE ST..21-1706	JAMES E & CINDY A PARFITT	$30.00	$2,995.00	Closed

[200-*** - water service] REPLACE WATER LINE

Totals: 182 projects $32,587.71 $4,673,822.01

Summary of Projects Issued

11/1/2020 to 11/30/2020

Class of Work	Proj	Site	Plan	Bldg	Elec	HVAC	Plbg	EC	Fees Paid	Estimated Cost
01 Single Family House, Detached	5	5	10	5	5	5	5	5	$6,220.91	$1,180,900.00
48 Electrical Wiring (Misc., Alteration, Repair)	3	0	0	0	3	0	0	0	$240.00	$13,000.00
46 Electrical Service Change	11	0	0	0	11	0	0	0	$550.00	$19,715.00
47 Electrical Service Repair	3	0	0	0	3	0	0	0	$170.00	$11,300.00
50 Heating Unit Replacement/ Air Conditioning	59	0	0	0	0	59	0	0	$3,310.00	$428,768.00
40 Sanitary Sewers	2	0	0	0	0	0	2	0	$60.00	$13,500.00
41 Storm Sewers	1	0	0	0	0	0	1	0	$30.00	$17,000.00
62 repair/alter existing plumbing system	13	0	0	0	0	0	13	0	$550.00	$98,220.00
16 Temporary Office or Trailer	3	0	0	3	1	0	0	0	$280.00	$2.01
22 Shed, Yard Building	3	2	2	3	2	0	0	0	$472.00	$46,600.00
11 Other Non-Residential Buildings (barns, storage garages, jails, silos, post offices, animal hospitals, reformatories).	1	1	1	1	0	0	0	0	$226.00	$0.00
03 Addition to Single-Multi Family Residential Units	2	2	2	2	2	0	0	0	$300.00	$82,541.00
13 Addition to Commercial, Non-Residential Non-housekeeping	2	2	3	2	1	1	1	1	$7,743.40	$1,620,531.00
19 Addition to Garage, Carport (Residential)	1	1	1	1	1	0	0	0	$150.00	$38,000.00
02 Single-Family Residential Building, Alteration	12	1	8	12	10	3	5	0	$2,182.13	$213,300.00
10 Multi-Family Residential Building Alteration	2	0	0	2	1	0	0	0	$210.00	$49,770.00
12 Commercial, Non-Residence, Non-Housekeeping, Alteration	7	1	6	7	4	2	2	0	$5,842.18	$245,950.00
21 Demolition of all Other Buildings or Structures	1	0	0	1	0	0	0	0	$50.00	$4,200.00
38 Wreck Signs	2	0	0	2	0	0	0	0	$140.00	$6,000.00
18 Remodel Garage or carport or Shed	1	0	0	1	0	0	0	0	$50.00	$3,000.00
23 Deck, Porch, Patio	8	7	8	8	0	0	0	0	$795.00	$60,250.00
25 Swimming Pool	1	1	1	1	1	1	0	1	$250.00	$34,000.00
28 Foundation Repair	7	0	1	7	1	1	1	0	$538.92	$132,660.00
33 Roofing	2	0	0	2	0	0	0	0	$228.23	$121,850.00
34 Window, Door, Replacement	1	0	0	1	0	0	0	0	$50.00	$5,000.00
35 Driveway Expansion	9	0	0	9	0	0	0	0	$450.00	$35,650.00
36 Fence	10	0	0	10	0	0	0	0	$500.00	$55,265.00
37 Signs	4	4	0	4	1	0	0	0	$443.94	$14,545.00
43 Lawn Sprinklers	1	0	0	1	0	0	1	0	$100.00	$5,000.00
44 Water heaters/Appliances	1	0	0	0	0	0	1	0	$70.00	$1,310.00
58 Site (Erosion control, Fill, Excavation)	1	0	1	1	0	0	0	0	$75.00	$43,000.00
200 water service	1	0	0	0	0	0	1	0	$30.00	$2,995.00
94 Alteration to existing cell tower	2	0	0	2	2	0	0	0	$280.00	$70,000.00
Totals:	182	27	44	88	49	72	33	7	$32,587.71	$4,673,822.01

Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
December 15, 2020	

AGENDA ITEM # S.1

To approve a resolution for state trust fund loan for $340,000 (financing reevaluation assessment service for the City 2020-2022) approved at the Common Council meeting November 10, 2020.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. RESOLUTION - STATE TRUST FUND BORROWING - 2020 Reevaluation assessment service

RESOLUTION FOR STATE TRUST FUND LOAN
(Financing Reevaluation assessment service)

December 15, 2020

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

By the provisions of Sec. 24.66 of the Wisconsin Statutes, all municipalities may borrow money for such purposes in the manner prescribed; and

By the provisions of Chapter 24 of the Wisconsin Statutes, the Board of Commissioners of Public Lands of Wisconsin is authorized to make loans from the State Trust Funds to municipalities for such purposes. (Municipality as defined by Sec. 24.60(2) of the Wisconsin Statutes means a town, village, city, county, public inland lake protection and rehabilitation district, town sanitary district created under Sec. 60.71 or 60.72, metropolitan sewerage district created under Sec. 200.05 or 200.23, joint sewerage system created under Sec. 281.43(4), school district or technical college district.)

THEREFORE, BE IT RESOLVED, that the City of Green Bay, in the County of Brown, Wisconsin, borrow from the Trust Funds of the State of Wisconsin the sum of Three Hundred Forty Thousand 00/100 Dollars ($340,000.00) for the purpose of financing reevaluation assessment service for the City 2020-2022 and for no other purpose.

The loan is to be payable within 5 years from the 15th day of March preceding the date the loan is made. The loan will be repaid in annual installments with interest at a rate of 2.50 percent per annum from the date of making the loan to the 15th day of March next and thereafter annually as provided by law.

RESOLVED FURTHER, that there shall be raised and there is levied upon all taxable property within the City of Green Bay, in the County of Brown, Wisconsin, a direct annual tax for the purpose of paying interest and principal on the loan as they become due.

RESOLVED FURTHER, that no money obtained by the City of Green Bay by such loan from the state be applied or paid out for any purpose except financing reevaluation assessment service for the City 2020-2022 without the consent of the Board of Commissioners of Public Lands.

RESOLVED FURTHER, that in case the Board of Commissioners of Public Lands of Wisconsin agrees to make the loan, that the Mayor and Clerk of the City of Green Bay, in the County of Brown, Wisconsin, are authorized and empowered, in the name of the City, to execute and deliver to the Commission certificates of indebtedness, in such form as required by the Commission, for any sum of money that may be loaned to the City pursuant to this resolution. The Mayor and Clerk of the City will perform all necessary actions to fully carry out the provisions of Chapter 24, Wisconsin Statutes, and these resolutions.

RESOLVED FURTHER, that this preamble and these resolutions and the aye and no vote by which they were adopted, be recorded, and that the Clerk of this City forward this certified record, along with the application for the loan, to the Board of Commissioners of Public Lands of Wisconsin.

Adopted ___________________________

Approved __________________________

____
Eric Genrich, Mayor

____
Kris A. Teske, Clerk

FINAL PAYMENTS RESOLUTION
December 15, 2020

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

That the City Clerk be and is hereby instructed to draw FINAL ORDERS in favor of the following contractors for their projects in the amounts listed as follows:

1. RESURFACING 1-20 PART A – 2020
FISCHER-ULMAN CONSTRUCTION, INC.

TOTAL AMOUNT EARNED:	$	418,270.10
LESS AMOUNT RETAINED:	$	0.00
	$	418,270.10
LESS AMOUNT PREVIOUSLY PAID:	$	413,385.66
AMOUNT DUE THIS PAYMENT:	**$**	**4,884.44**

ACCOUNT NUMBERS
401500E-55301-61070: $4,884.44
501-12201-61070: $0.00
PO #2000078

Adopted ______________________, 2020

Approved _____________________, 2020

____
Mayor

ATTEST:

____
City Clerk

MAM

City of Green Bay

GREEN BAY POLICE DEPARTMENT

State of Wisconsin

DEAN S[redacted]N

LEAD MEC[redacted]

WHEREAS, beginning in January, 2020 the United States and the City of Green Bay were caught up in a global pandemic, originating overseas and fanning out throughout the globe; and

WHEREAS, the potentially fatal virus became known scientifically as the Coronavirus or COVID-19; and

WHEREAS, the global pandemic raced throughout nearly every country on the earth, inflicting more than 600,000 fatalities; and

WHEREAS the response in the United States called for a state of emergency on the National, State and Local level; and

WHEREAS, Brown County and the City of Green Bay were hit hard with the Coronavirus, infecting thousands of Brown County residents and resulting in dozens of fatalities; and

WHEREAS, the Green Bay Police Department was tasked with keeping Green Bay and our residents safe throughout the months of the COVID-19 pandemic; and

WHEREAS, the Green Bay Police Department could not function without the hard work and dedication of the automotive mechanics; and

WHEREAS, the Green Bay Police Department's automotive technicians continued to work throughout the pandemic, adjusted their work hours as needed, put themselves in harm's way, and always performed their duties for our community in an honorable and selfless manner; and

WHEREAS, the Green Bay Police Department was therefore able to perform its duties, meet its mandates and remain healthy throughout the COVID-19 pandemic:

NOW THEREFORE BE IT RESOLVED, that the critical personnel of the Green Bay Police Department including the automotive technicians served with distinction during the 2020 Coronavirus pandemic. Their dedication kept the police vehicles fully functioning and immaculate thereby enabling the Green Bay Police Department to fulfill its mission, to protect and serve the community. On behalf of a grateful City, we salute and honor the automotive technicians and extend our heartfelt thanks to their supervisor and leader, Dean Simon for a job well done.

RESOLUTION SUBMITTED BY:	APPROVED BY:	WITNESSED BY:	ATTEST:
Chief Andrew Smith Green Bay Police Department	Mayor Eric Genrich City of Green Bay	Jesse Brunette Alderman, President of the Council	Kim Wayte For Kris Teske City Clerk

Jaime Fuge

From: Stacie Girling <staciegirlie@gmail.com>
Sent: Thursday, December 10, 2020 11:46 AM
To: ClerksFrontDesk
Subject: Appeal

Hello,

I am writing in regards to the appealing my public vehicle operating license.

Stacie Girling

GENERAL ORDINANCE NO. 41-20

AN ORDINANCE AMENDING
GENERAL ORDINANCE NO. 29-20
RELATING TO REQUIRED FACE COVERINGS

SECTION 1. Section 2 of General Ordinance No. 29-20 is hereby amended as follows:

> Section 2. Sunset Provision. This ordinance is hereby repealed ~~immediately upon termination of the City of Green Bay's declaration of emergency~~ **effective March 31, 2021**.

SECTION 2. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 3. Effective date. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin, this ______day of ________________, 2020.

APPROVED:

____
Mayor

ATTEST:

____
Clerk

ljm

12/15/2020

Report to the
Common Council
of the City of Green Bay

MEETING DATE

December 15, 2020

AGENDA ITEM # T.3

Consideration with possible action for the City to not renew the flexible spending account agreement with Total Administrative Services Corporation and enter into an agreement with Employee Benefits Corporation to administer the City's flexible spending account effective January 1, 2021.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. FSA-HRA-COBRA Spreadsheet 2020
2. Common Council - Flexible Spending Account Vendor Transition - 12-15-2020

M3 INSURANCE Employee Benefits

City of Green Bay

HRA, COBRA & FSA BENEFIT PACKAGE COMPARISON

	CURRENT: BENEFIT ADVANTAGE / TASC	DIVERSIFIED BENEFIT SERVICES (DBS)	EBC
HEALTH REIMBURSEMENT ACCOUNT (HRA)		**ACTIVE EMPLOYEE'S**	
First Year Set Up Services			
Initial Set up Fee	N/A	$500	Waived
Renewal Year Set Up Services			
Set up Fee	N/A	$500	Waived
Monthly Administrative Fee			
Participant per Month Fee	$3.00	$3.75	$3.25
Debit Card	Included	Included	Included
Minimum Monthly Fee	$50	$95	$60
Rate Guarantee	1 Year	3 Years	3 Years
Annual Compliance	*Included*	*Included*	*Included*
Expected Participants	***775***	***775***	***775***
1st Year Annual Total Cost	***$27,900***	***$35,375***	***$30,225***

HEALTH REIMBURSEMENT ACCOUNT (HRA)		**RETIREES**	
First Year Set Up Services			
Initial Set up Fee	Included	$500	Waived
Renewal Year Set Up Services			
Set up Fee	Included	$500	Waived
Monthly Administrative Fee			
Participant per Month Fee	$3.00	$3.95	$3.25
Debit Card	Included	Included	Included
Minimum Monthly Fee	$50	$100	$60
Rate Guarantee	1 Year	3 Years	3 Years
Annual Compliance	*Included*	*Included*	*Included*
Estimated Retirees	***75***	***75***	***75***
1st Year Annual Total Cost	***$2,700***	***$4,055***	***$2,925***

COBRA			
	Current - per event	*DBS does not offer per event*	*2 Proposals: Plan A (Per Event) Plan B (pepm)*
First Year Set Up Services			
Initial Set up Fee	N/A	Included	Waived
Renewal Year Set Up Services			
Set up Fee	N/A	Included	Waived
Monthly Administrative Fee			
Per Event Fee	$10	N/A	Plan A: $18 Plan B: N/A
Continuant Per Event Fee	$6	N/A	Plan A: $9 Plan B: N/A
Participant per Month Fee	N/A	$0.70	Plan A: N/A Plan B: $0.62
Takeover of current COBRA continuants	N/A	$15	Plan A & B: $15
Minimum Monthly Fee	$25	$55	Plan A: $60 Plan B: $60
Rate Guarantee	1 Year	3 Years	3 Years
Expected Participants	***850***	***850***	***850***
Plan A Annual Total Cost	***$1,606***	***N/A***	***$2,610***
Plan B Annual Total Cost	***N/A***	***$7,140***	***$6,324***

**** Per Event Cobra numbers are based on 2019 Cobra events (67)***

Flexible Spending Account (FSA)			
First Year Set Up Services			
Initial Set up Fee	Waived	$500	Waived
Renewal Year Set Up Services			
Set up Fee	Waived	$500	Waived
Monthly Administrative Fee			
Participant per Month Fee	$2.25	$3.75	$3.25
Debit Card	Included	Included	Included
Minimum Monthly Fee	$50	$95	$60
Rate Guarantee	1 Year	3 Years	3 Years
Annual Compliance	*Included*	*Included*	*Included*
Expected Participants	***432***	***432***	***432***
	$11,664	***$19,940***	***$16,848***

ANNUAL TOTAL PACKAGE COST	**$43,870**	**$66,510**	**Plan A $52,608** **Plan B $56,322**

MEMORANDUM

Human Resources Department

To: Common Council

From: Joseph W. Faulds
Human Resources Director

Re: City of Green Bay 2021 Administration of Flexible Spending Accounts

Date: December 15, 2020

I. ENTERING INTO AN AGREEMENT WITH EBC EFFECTIVE JANUARY 1, 2021.

In September 2020 the Council was notified that our flexible spending account program is administered by Benefit Advantage and Benefit Advantage was acquired by Total Administrative Services Corporation (TASC). The Council was notified that TASC and Benefit Advantage was going through a platform and software transition. The City would work with TASC and City employees through the transition that will be effective January 1, 2021.

The City was aware that there have been concerns and issues with the transition with TASC and other organizations. Since there were already major changes to the City's benefit plan (i.e. Family Savings Plan, dental, and life and disability), the City did not want to add another change to the benefits program for its employees and retirees. The City was hopeful the issues would have been resolved and would not affect the City's transition. Unfortunately, that did not occur and the transition with TASC has not met the satisfaction of the City, its employees, or City retirees. Here are some of the issues that the City has experienced during the transition:

- The City Benefits Specialist has spent about 95% of her time answering phone calls and emails from both retirees and employees solely about TASC.
- Retiree HRA Plan (premium reimbursement) was not transitioned over to TASC therefore Retirees did not receive their December reimbursement. Once this was resolved, the dollars were placed onto the MyCash card instead of being deposited into Retirees bank accounts. In total, 81 Retirees affected.
- Retirees were informed by TASC Customer Service that they could be reimbursed for 213d eligible expenses when they can only be reimbursed for dental and medical premiums.
- TASC Card Stacking was not set up correctly - TASC set the default to the Personal Benefit Account (PBA); Therefore dollars were reimbursed to the members from their PBA accounts when they should have been taken from the FSA account first. Reason being FSA dollars can be lost if they have more than $550 in their account.
- Members were told by TASC that PBA dollars did not carry over from year to year - which is incorrect, they do carry over and never max out.
- Flexible Spending and PBA rollover balances from Benefit to TASC were incorrect
- Member call wait times are an average of two (2) hours

- TASC pulled daily draws from the City's bank account when it should only draw once a week with no notification to the City; draws that occurred do not reconcile.
- Members cannot use the TASC Card - declining purchases.
- Members cannot use the MyCash Card (cannot transfer the dollars to individual bank account).
- Some Members did not receive a TASC Card.
- File Uploads - TASC requires a different format to be submitted which the City of Green was not informed about- therefore was unable to upload payroll files for several weeks.

At this point, the City does not want to continue with this level of service for its employees and retirees. The City is requesting that the Council approve the termination of the Benefit Advantage/TASC agreement and to enter into an agreement with EBC to administer the City's flexible spending accounts effective January 1, 2021.

II. EMPLOYEE BENEFITS CORPORATION AND COSTS

The City previously used the Employee Benefits Corporation ("EBC") as its partner to administer the flexible spending accounts. EBC is based out of Madison, WI and has a local senior account executive. The main reason for the City previously switching away from EBC to Benefit Advantage was due to an issue with handling the retiree accounts. This issue has now been resolved. The City has met with EBC and feels comfortable partnering with EBC to handle the City's flexible spending accounts.

Attached you will see the cost of transitioning to EBC. The City will choose Plan A which is a total cost of $52,608. This is an increase from TASC, but based on the projections of the health plan for 2021, this is a cost the City can absorb.

City Staff plans to meet with EBC on December 16, 2020 to discuss the implementation plan and to have the accounts set up effective January 1, 2021 per the Council's decision.

Report to the
Protection and Policy Committee of the City of Green Bay

MEETING DATE	PREPARED BY
December 15, 2020	

AGENDA ITEM # U.1

General Ordinance No. 40-20
An ordinance amending General Ordinance No. 20-20 relating to temporary expansion of premises.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. JOHNSONREQUEST
2. DRAFT GO 40-20 Amend GO 20-20 Sunset Provision - Temp Expansion

GENERAL ORDINANCE NO. 40-20

**AN ORDINANCE AMENDING
GENERAL ORDINANCE NO. 20-20
RELATING TO TEMPORARY EXPANSION OF PREMISES**

SECTION 1. Section 2 of General Ordinance No. 20-20 is hereby amended as follows:

> Section 2. Sunset Provision. This ordinance is hereby repealed effective ~~December 31, 2020~~ **December 31, 2021**.

SECTION 2. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 3. Effective date. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin, this ______day of ________________, 2020.

APPROVED:

____
Mayor

ATTEST:

____
Clerk

ljm

12/15/2020

GENERAL ORDINANCE NO. 41-20

AN ORDINANCE AMENDING
GENERAL ORDINANCE NO. 29-20
RELATING TO REQUIRED FACE COVERINGS

SECTION 1. Section 2 of General Ordinance No. 29-20 is hereby amended as follows:

> Section 2. Sunset Provision. This ordinance is hereby repealed ~~immediately upon termination of the City of Green Bay's declaration of emergency~~ **effective March 31, 2021**.

SECTION 2. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 3. Effective date. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin, this ______day of ________________, 2020.

APPROVED:

____
Mayor

ATTEST:

____
Clerk

ljm

12/15/2020

Report to the
Protection and Policy Committee of the City of Green Bay

MEETING DATE	PREPARED BY
December 15, 2020	

AGENDA ITEM # V.1

General Ordinance No. 34-20
An ordinance repealing and recreating section8.16, Green Bay Municipal, relating to practice of massage and bodywork therapy requiring state licensing.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. werycommunication
2. DRAFT GO 34-20 - Repeal and Recreate 8.16 Massage and Bodywork Therapy Licenses

GENERAL ORDINANCE NO. 34-20

AN ORDINANCE REPEALING AND RECREATING SECTION 8.16, GREEN BAY MUNICIPAL CODE, RELATING TO PRACTICE OF MASSAGE AND BODYWORK THERAPY REQUIRING STATE LICENSING

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 8.16, Green Bay Municipal Code, is hereby repealed and recreated to read:

8.16 **PRACTICE OF MASSAGE OR BODYWORK THERAPY REQUIRES STATE LICENSING**.

(1) License Required.

(a) The definitions set forth in Wis. Stats. § 460.01, as amended from time to time, are hereby incorporated by reference as if fully set forth herein.

(b) No person who is required to hold a license under Wis. Stats. Ch. 460 for the practice of massage therapy or bodywork therapy shall practice that profession unless that person is licensed by the State of Wisconsin as required under Wis. Stats. § 460.02.

(c) No person or business shall employ or contract for the services of an individual to practice massage therapy or bodywork therapy unless the individual is licensed under Wis. Stats. § 460.02.

(2) *Penalty.* Any person who shall violate any provision of subsection (1) shall, upon conviction, forfeit not less than $1.00 nor no more than $1,000.00. Each day that a violation occurs or continues shall be considered a separate offense pursuant to Wis. Stats. § 460.17(2).

(3) *Advertising.* No person or business who is required to hold a license under Wis. Stats. Ch. 460 shall advertise the availability of massage therapy or bodywork therapy to be performed within the corporate limits of the City unless that person holds a valid, unexpired license issued by the State of Wisconsin and otherwise complies with Wis. Stats. § 460.13.

SECTION 2. Section 8.20, Green Bay Municipal Code, is hereby amended to read:

8.20 **PENALTY**. **Unless otherwise provided herein, any** ~~Any~~ person who shall ~~violation~~ **violate** any provision of this chapter shall, upon conviction, forfeit not less than $1 nor more than $500, together with the cost of prosecution~~, and in default of the payment thereof, shall be imprisoned in the County jail until such forfeiture and costs are paid but not to exceed 90 days~~. Each violation and each day a violation continues or occurs shall constitute a separate offense.

This section shall not preclude the City from maintaining any appropriate action to prevent or remove a violation of this chapter.

SECTION 3. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 4. Effective date. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin, this ______day of ________________, 2020.

APPROVED:

____
Mayor

ATTEST:

____
Clerk

ljm

[Date]