



AGENDA OF THE FINANCE COMMITTEE

TUESDAY, AUGUST 15, 2023, 4:30 PM

In person at City Hall, Room 207.

Virtual attendance also available via Zoom.

Immediately following Personnel.

A. Zoom Meeting Information.

1. Join Zoom Meeting Online:

<https://us02web.zoom.us/j/88142524379?pwd=ekliUHNVYTJlRFpOUHVubTdXOHZYZz09>

Or call in by phone: +1 312 626 6799

Meeting ID: 881 4252 4379

Passcode: 846368

If you wish to speak at this public meeting or leave a comment, please fill out the online [Comment Form](#) prior to the meeting. More detailed [Zoom Instructions](#) can be found online.

B. Roll Call.

1. Members: Ald. Brian Johnson, Ald. Jesse Brunette, Ald. Bill Galvin & Ald. Jim Hutchison.

C. Approval of the Agenda.

1. Approval of the Finance Committee agenda for the August 15, 2023, meeting.

D. Approval of Minutes.

1. Approval of the Finance Committee minutes from the July 25, 2023, meeting.

E. Regular Business.

1. Consideration with possible action on a request by the Finance Director to review and discuss 2022 year-end financial results for the City. The City's audit firm, Baker Tilly, will present to the committee.
2. Consideration with possible action to purchase two (2) Spectrometer units from Thermo Scientific Portable Analytical Instruments Inc. for a total of \$122,422.62.

3. Consideration with possible action on the City of Green Bay 2024 Fee schedule resolution.
4. Consideration with possible action on the acceptance of the Wisconsin Elections Commission's Election Security Subgrant program award of \$10,620.24 to be used toward purchasing redesigned absentee ballot envelopes.

F. Informational.

1. 2023 Contingency Account: \$244,643.36.
2. The next Finance Committee meeting will be held on September 12, 2023 at 4:30 PM.

G. Adjournment.

- 1) THIS MEETING IS RECORDED: THE VIDEO OF THIS MEETING AND MINUTES ARE AVAILABLE ONLINE AT www.greenbaywi.gov
- 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 Finance 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.



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

August 15, 2023

PREPARED BY

Diana Ellenbecker, Finance Director

AGENDA ITEM # E.I

Consideration with possible action on a request by the Finance Director to review and discuss 2022 year-end financial results for the City. The City's audit firm, Baker Tilly, will present to the committee.

BACKGROUND**RECOMMENDATION**

Receive and place on file.

FISCAL IMPACT**ATTACHMENTS**

- I. FS Highlight - Final for 2022 Audit



City of Green Bay

2022 financial highlights

Prepared for the August 15, 2023 Finance Committee Meeting

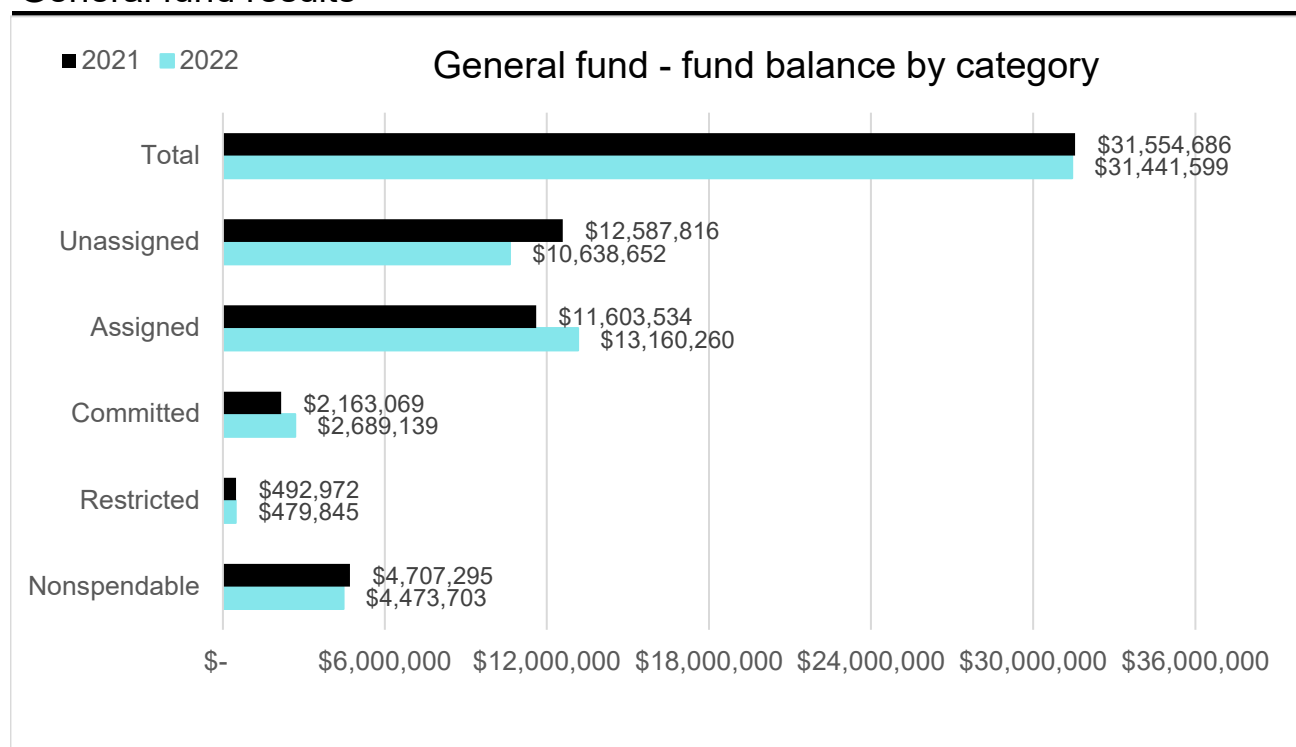
Client service team

Sheanne M. Hediger, CPA, Partner
sheanne.hediger@bakertilly.com
612.876.4599

Amanda R. Mboga, CPA, Senior Manager
Vanessa J. Kane, CPA, Manager

City of Green Bay

General fund results



Summarized income statement

	<u>Actual</u>	<u>Final budget</u>	<u>Variance</u>
Revenues and other financing sources	\$ 94,995,195	\$ 94,304,220	\$ 690,975
Expenditures and other financing uses	(95,108,282)	(95,310,962)	(202,680)
Net change in fund balance	<u>\$ (113,087)</u>	<u>\$ (1,006,742)</u>	<u>\$ 893,655</u>

Fund balance category definitions

Nonspendable - amounts cannot be spent either because they are not in spendable form or because legal or contractual requirements require them to be maintained in tact.

Restricted - amounts that can be spent only for the specific purposes stipulated by an external source.

Committed - amounts constrained for specific purposes that are internally imposed through formal action of the governing body.

Assigned - spendable amounts that are intended to be used for specific purposes that are not considered restricted or committed.

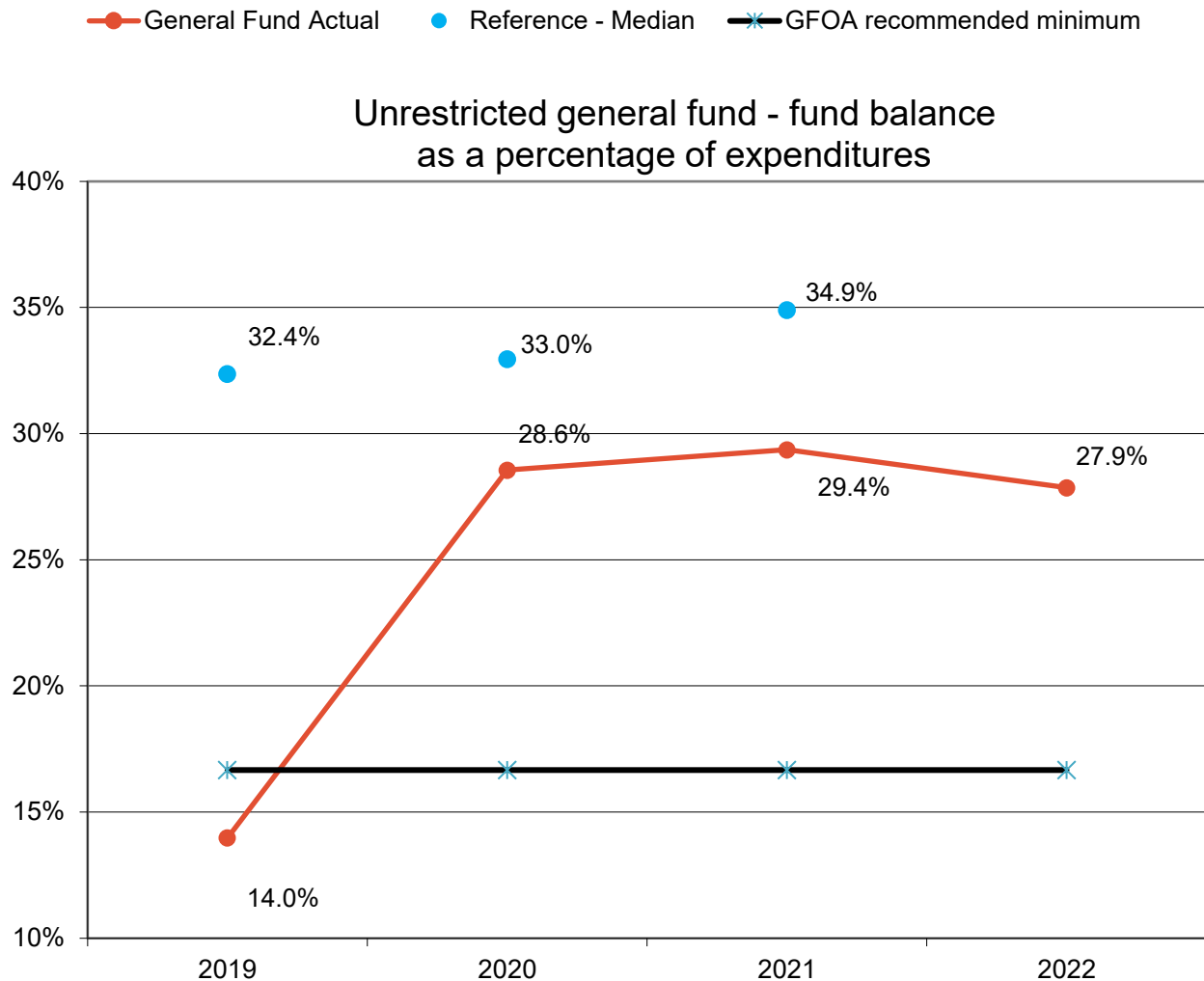
Unassigned - residual amounts that have not been classified within other categories above.

City of Green Bay

General fund - fund balance trends

Fund balance policy:

The City's policy is to maintain an unassigned general fund balance of 9-16% of expenditures. Unassigned fund balance as of 12/31/2022 was 12% of expenditures.



Other reference values

GFOA recommends a minimum of no less than 2 months (16.7%) of general fund expenditures.

Median reference value generated from 2018 - 2021 Baker Tilly municipal client data for population range of 30,000 to 150,000.

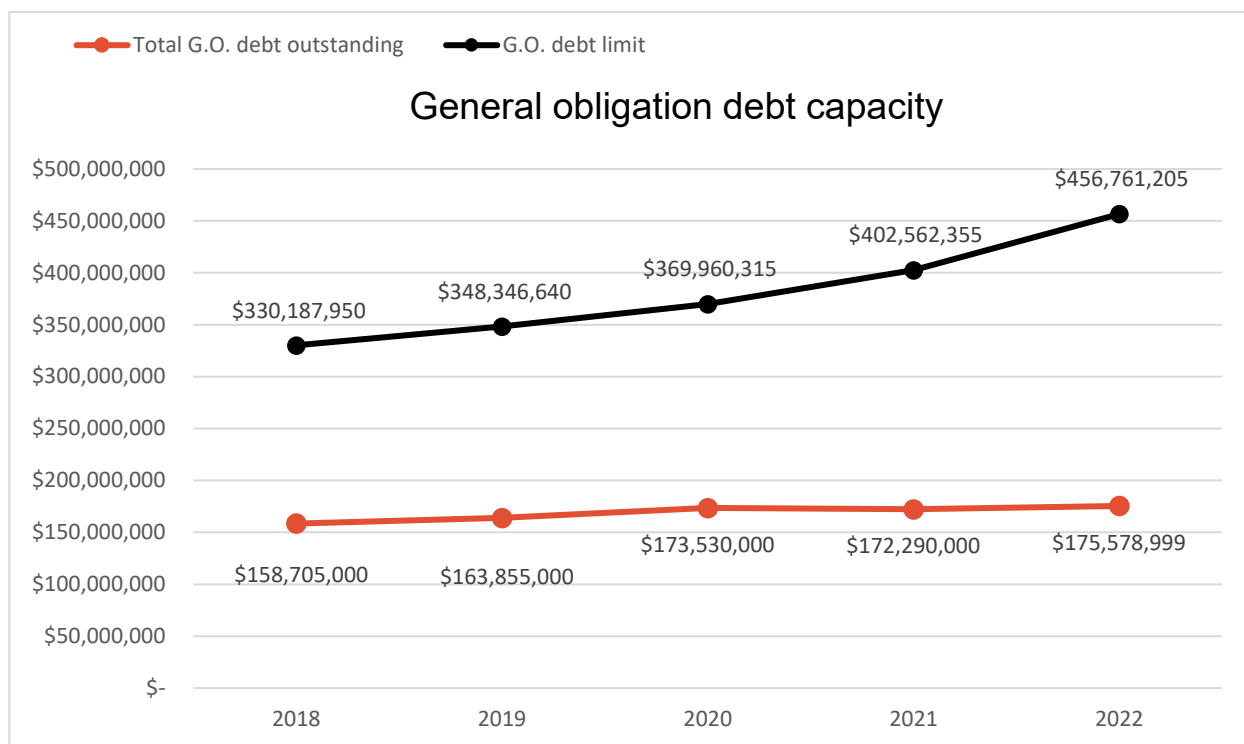
City of Green Bay

General obligation debt

Debt management policy:

The City follows Wisconsin Statutes whereas the total general obligation indebtedness of the City may not exceed 5 percent of the equalized value of the taxable property within the City's jurisdiction.

Actual percentage of debt limit at 12/31/22: **38%**



Total debt outstanding by type at 12/31/2022

	General obligation	Revenue debt	Premiums	Total
City	\$ 175,578,999	\$ 42,630,000	\$ 8,419,890	\$ 226,628,889
Total	\$ 175,578,999	\$ 42,630,000	\$ 8,419,890	\$ 226,628,889

Comparative metrics available online through the Wisconsin Policy Forum.

<https://wispolicyforum.org/research/municipal-datatool-examining-and-comparing-wisconsin-cities-and-villages/>

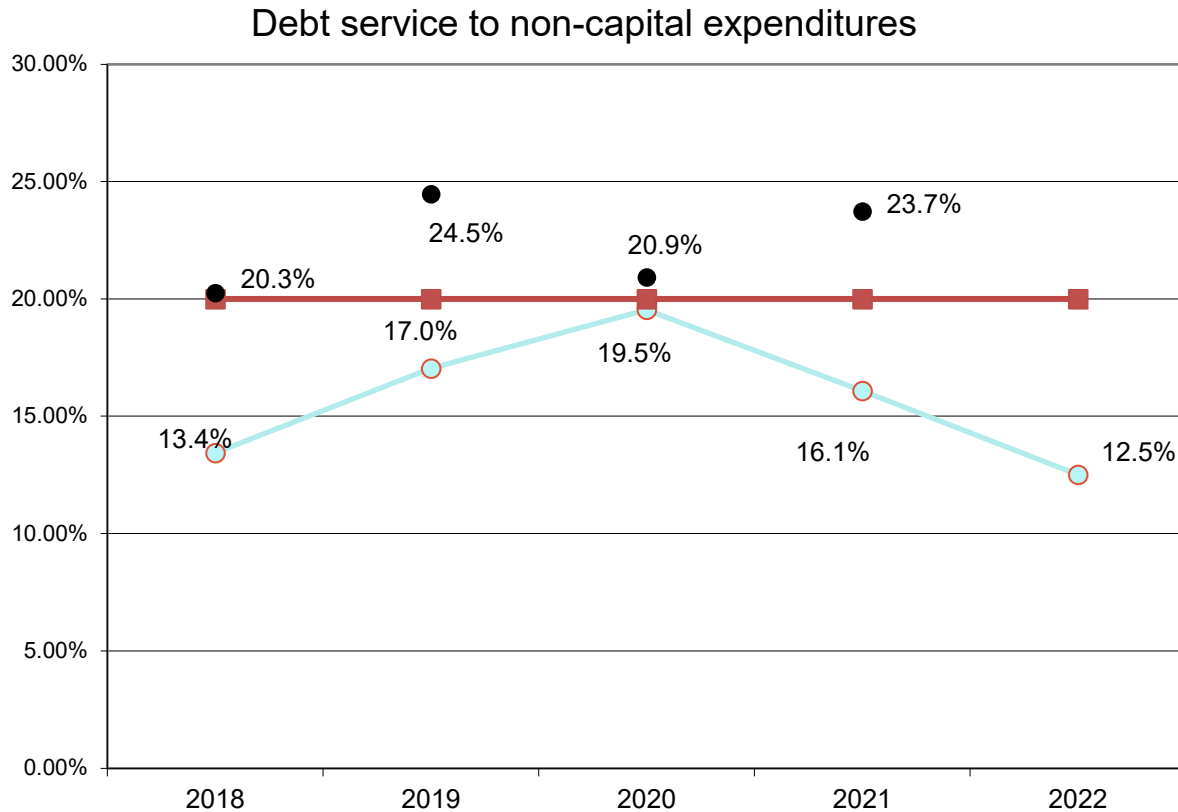
General obligation debt per capita as of 12/31/2021 (latest information available) ranks the City of Green Bay as 203 out of 602 cities and villages in Wisconsin.

Of the 10 largest cities in Wisconsin, Green Bay ranks 8th in highest debt per capita. Of those municipalities, Green Bay ranks 7th in the highest used percentage of the state debt limit.

City of Green Bay

Governmental funds - debt service

City of Green Bay ● Reference - Median ■ Bond Rating Agencies Recommendation



Current and prior year data

	2022	2021
Principal	\$ 15,052,001	\$ 18,896,000
Interest	5,873,814	6,944,782
Total	\$ 20,925,815	\$ 25,840,782
Non-capital expenditures	\$ 167,192,835	\$ 160,671,287

Other reference values

Median reference value generated from 2018 - 2021 Baker Tilly municipal client data for population range of 30,000 to 150,000.

City of Green Bay

Other governmental funds



	<u>2022</u>	<u>2021</u>
Fund balance - other governmental funds		
Major Funds:		
Sanitary Sewer Special Revenue Fund	\$ 19,024,375	\$ 14,630,050
Unrestricted fund balance as a % of expenditures	<u>83%</u>	<u>69%</u>
COVID Grants Special Revenue Fund	\$ 280,963	\$ 10,965
Assigned for public health and safety & nonspendable for prepaid item		
Debt Service - General	\$ 3,836,258	\$ 4,596,360
Restricted for debt service		
Nonmajor Funds:		
Storm Sewer Special Revenue Fund	\$ 9,169,061	\$ 8,333,878
Street Construction	3,895,159	4,221,971
Sanitary Sewers Construction	6,052,177	4,593,463
Park Acquisition	3,365,294	3,373,161
Storm Sewers Constuction	5,361,723	6,061,545
Fire Equipment Replacement	2,920,060	2,568,837
Sanitary Sewer Equipment Replacement	3,242,848	2,776,613
Storm Water Equipment Replacement	2,861,851	3,000,477
Bay Beach Development	3,200,360	2,836,503
KI Convention Center Maintenance	1,788,945	2,127,034
TIF District #12	4,502,649	3,862,875
TIF District #13	(886,812)	(1,942,962)
TIF District #14	(2,862,652)	(2,836,116)
TIF District #21	2,123,048	1,502,897
TIF District #22	4,528,444	4,132,490
Other Special Revenue Funds	8,363,551	6,722,808
Other Capital Project Funds	11,691,556	11,817,334
Total fund balance - nonmajor funds	<u>\$ 69,317,262</u>	<u>\$ 63,152,808</u>

Net position - internal service funds

Health, Workers Compensation and Liability Self-Insurance	<u>\$ 3,382,629</u>	<u>\$ 2,476,202</u>
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City of Green Bay

Independent Auditors' Report



Unmodified opinion - financial statements are presented fairly in accordance with generally accepted accounting principles.

Emphasis of matter for the implementation of GASB Statement. No 87, *Leases* . Effective January 1, 2022.

Management is responsible for the preparation and fair presentation of the financial statements as well as for the design, implementation and maintenance of internal controls.

Objective of the audit is to obtain reasonable assurance about whether the financial statements are free from material misstatement; reasonable assurance is a high level of assurance but not absolute.

In accordance with *Government Auditing Standards* , we have issued a separate report on our consideration of the City's internal control over financial reporting and our tests of compliance with laws, regulations, contracts and grant agreements.



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

August 15, 2023

PREPARED BY

Diana Ellenbecker, Finance Director

AGENDA ITEM # E.2

Consideration with possible action to purchase two (2) Spectrometer units from Thermo Scientific Portable Analytical Instruments Inc. for a total of \$122,422.62.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

- I. Finance Request Spectrometer August 15-2023 w-quote



Purchasing Department
100 North Jefferson Street - Room 101
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3047
Fax 920.448.3050

TO: Finance Committee

FR: Thomas J. Walenski / Chief Matthew Knott
Mike Vanden Avond

DT: August 15, 2023

RE: Purchasing Request

Cc: Diana Ellenbecker

Report by Matthew Knott, Thomas J. Walenski

Discussion and possible approval of the purchase of two (2) Spectrometer units.

- 1) FirstDefender RMX S1, English, Gray Boot FirstDefender RMX - Rugged handheld chemical identification system for solids and liquids with remote mode functionality.
- 2) TruDefender FTX S1, English, Gray Boot TruDefender FTX - Rugged handheld FTIR chemical identification system for solids and liquids with anvil sampling capability.

The cost is \$122,422.62.

This order is placed under GSA contract number GS-07F-6099R under the authority of the GSA Cooperative Purchasing Program. This purchase will be funded through ARPA 218410-55140-83098

Respectfully Submitted

Thomas J. Walenski

Thomas J. Walenski
City of Green Bay – Procurement Manager

Sales Quotation

Quote Number	Created Date	Exp. Delivery Terms	Page
00312444	07/31/2023	ARO	1 / 12
Contact:	Phone	Payment Term	Valid To
Jayson Tornberg	(908) 310-7418	Net 30	09/22/2023
Inco Terms		Shipping Method	
FOB Origin - Tewksbury, MA		Fed Ex	

Thermo Scientific Portable Analytical Instruments Inc.

2 Radcliff Rd
Tewksbury, Massachusetts 01876
United States

Submitted To:

Mike Vanden Avond
Green Bay Fire Department
501 S. Washington St.
Green Bay, Wisconsin 54301
United States

Phone: 9206159156
Email: michael.vandenavond@greenbaywi.gov

THANK YOU FOR YOUR INTEREST IN THERMO SCIENTIFIC INSTRUMENTATION

To Place an Order:

Contact: Jayson Tornberg
Phone: (908)310-7418
Fax:
Email: jayson.tornberg@thermofisher.com
Additional instructions, terms & conditions on last page

GSA Contract No. GS-07F-6099R

Contract period: March 26, 2010 - September 28, 2025
SIN 334519
SIN 339999E

When placing a purchase order against this quote, please use the Mandatory PO language for state/local orders using the Cooperative Purchasing Program as follows:

"This order is placed under GSA contract number GS-07F-6099R under the authority of the GSA Cooperative Purchasing Program. In the event of a conflict between the terms of this order and those of the GSA Schedule, GSA's terms shall govern."

Pos.	Product Code	Product Name	Sales Price	Quantity	Total Price
1.00	800-00211-01	FirstDefender RMX S1, English, Gray Boot	USD 71,682.62	1.00	USD 71,682.62
	GSA Item	FirstDefender RMX - Rugged handheld chemical identification system for solids and liquids with remote mode functionality. Including 1 year Warranty, 1 year Support, and On-Site Training within the Continental United States (CONUS; One 4-hour course per instrument for up to 12 students. Expires 9 months after date of purchase).			
2.00	800-00791-01	TruDefender FTX S1, English, Gray Boot	USD 50,740.00	1.00	USD 50,740.00
	GSA Item	TruDefender FTX - Rugged handheld FTIR chemical identification system for solids and liquids with anvil sampling capability. Including 1 year Warranty, 1 year Support, and On-Site Training within the Continental United States (CONUS;			

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

One 4-hour course per instrument for up to 12 students. Expires 9 months after date of purchase).

3.00	820-00105-FT	TruDefender FTX Warranty/Support - 1 Year	USD 0.00	1.00	USD 0.00
	GSA Item	Hardware Warranty. Products returned to the factory will be quickly repaired and returned after receipt. Customer and Software Support. Customer Support Center is available 24/7/365. Staff scientists are on call 24/7/365 to provide comprehensive Reachback support, from initial assessment to detailed spectral analysis. The latest software and library updates, user guides and training decks are available for easy download from our Customer Support webpage. Chemical library is specifically created using Thermo Scientific instruments, resulting in optimized analysis precision.			
4.00	820-00105-RX	FirstDefender RMX Warranty/Support - 1 Year	USD 0.00	1.00	USD 0.00
	GSA Item	Hardware Warranty. Products returned to the factory will be quickly repaired and returned after receipt. Customer and Software Support. Customer Support Center is available 24/7/365. Staff scientists are on call 24/7/365 to provide comprehensive Reachback support, from initial assessment to detailed spectral analysis. The latest software and library updates, user guides and training decks are available for easy download from our Customer Support webpage. Chemical library is specifically created using Thermo Scientific instruments, resulting in optimized analysis precision.			
5.00	820-00280-01	Promotion, PAI Instrument Trade-In	USD 0.00	1.00	USD 0.00
	Open Market Item	Discount against purchase of a Safety & Security product with the trade-in of a PAI instrument.			

Total: USD 122,422.62

Important Note: Please issue POs to Thermo Scientific Portable Analytical Instruments Inc

Federal Tax ID No.: 01-0650031

CAGE CODE: 392A9

DUNS #: 11-289-3131

Bank of America ABA# for Wire Payments: 026 009 593

Bank of America ABA# for ACH Payments: 111 000 012

Beneficiary Account Number: 4426843850

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

By signing below, you (i) warrant that you are an authorized representative of your company, (ii) agree that the Thermo Scientific Portable Analytical Instruments Inc. Terms and Conditions of Sale attached hereto (the "Terms and Conditions") shall supersede any preprinted terms and conditions, in their entirety, contained in any purchase order that your company issues and (iii) the Terms and Conditions shall exclusively govern the transaction(s) contemplated hereby

Signature of authorized company representative

Date

Phone#

Print Name

Title

Email

Model #

Amount + S&H

Purchase Order Number

E-mail to:

Fax to: 1-877-680-2568

PAIGlobalCustomerService@thermofisher.com**Order Processing Address:**

jayson.tornberg@thermofisher.com

Thermo Scientific Portable Analytical Instruments Inc

2 Radcliff Road

Tewksbury, MA 01876

Remit check Payment To:

Thermo Scientific Portable Analytical Instruments Inc

PO Box 415918

Boston, MA 02241-415918

Payment Details

Method of Payment

☐ Net 30 (Attach Credit Application & Credit References)☐ Credit Card☐ Check☐ Wire Transfer

Sales Tax Application

☐ Yes Apply Sales Tax☐ No*- If no, you must provide a copy of your tax exemption certificate along with your purchase order.*****Please contact your customer service representative with your credit card information. (Do not send any credit card info via email or fax.)****

Address Verification

Please make corrections if necessary below:

Bill to:

501 South Washington Street

Green Bay, Wisconsin 54301-4218

United States

Ship to:

501 South Washington Street

Green Bay, Wisconsin 54301-4218

United States

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

Additional Options / Accessories

Please use the space below to note any additional options and/or accessories you wish to add from the attached sheets that are not included in the above quotation.

Terms & Conditions:

0. UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, ALL SALES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS :

1. **GENERAL.** Thermo Scientific Portable Analytical Instruments Inc ("Seller") hereby offers for sale to the buyer named on the face hereof ("Buyer") the products listed on the face hereof (the "Products") on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. Any provisions contained in any document issued by Buyer are expressly rejected and if the terms and conditions in this Agreement differ from the terms of Buyer's offer, this document shall be construed as a counter offer and shall not be effective as an acceptance of Buyer's document. Buyer's receipt of Products or Seller's commencement of the services provided hereunder will constitute Buyer's acceptance of this Agreement. This is the complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer's purchase of the Products. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer will not be a waiver or modification of the terms set forth herein. All orders are subject to acceptance in writing by an authorized representative of Seller.

2. **PRICE.** All prices published by Seller or quoted by Seller's representatives may be changed at any time without notice. All prices quoted by Seller or Seller's representatives are valid for thirty (30) days, unless otherwise stated in writing. All prices for the Products will be as specified by Seller or, if no price has been specified or quoted, will be Seller's price in effect at the time of shipment. All prices are subject to adjustment on account of specifications, quantities, raw materials, cost of production, shipment arrangements or other terms or conditions, which are not part of Seller's original price quotation.

3. **TAXES AND OTHER CHARGES.** Prices for the Products exclude all sales, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any Products covered hereby, all of which taxes and duties must be paid by Buyer. If Buyer claims any exemption, Buyer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction. Buyer shall be solely responsible for obtaining any and all necessary licenses, registrations, certificates, permits, approvals or other authorizations required by federal, state or local statute, law or regulation pertaining to the use or possession of the products contemplated herein that include radioactive isotopes, or x-ray tubes if any.

Buyer shall pay Seller such surcharges, or other fees, in respect of the sale of Products hereunder as Seller deems necessary and appropriate (in Seller's sole, good-faith, reasonable discretion) to account for changes in the cost to product, develop, market, or sell the Products to Buyer hereunder (whether as the result of the imposition of tariffs or otherwise). All such surcharges must be paid by Buyer in accordance with the payment terms set forth herein. Buyer agrees that such surcharges, or other fees, or any termination thereof, shall take effect immediately upon written notice thereof by Seller to Buyer. In the event that Seller's quote and/or order acknowledgement set forth surcharges, those documents shall be considered adequate written notice to Buyer that said surcharges are Buyer's responsibility. Any such surcharges shall not constitute an increase in the Price(s) of any Products or Services sold under this Agreement.

4. **TERMS OF PAYMENT.** Seller may invoice Buyer upon shipment for the price and all other charges payable by Buyer in accordance with the terms on the face hereof. If no payment terms are stated on the face hereof, payment shall be net thirty (30) days from the date of invoice. If Buyer fails to pay any amounts when due, Buyer shall pay Seller interest thereon at a periodic rate of one and one-half percent (1.5%) per month (or, if lower, the highest rate permitted by law), together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller, at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified. All payments shall be made in U.S. Dollars.

5. **DELIVERY CANCELLATION OR CHANGES BY BUYER.** The Products will be shipped to the destination specified by Buyer, F.O.B. shipping point. Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder. All shipping dates are approximate only, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. Products as to which delivery is delayed due to any cause within Buyer's control may be placed in storage by Seller at Buyer's risk and expense and for Buyer's account. Orders in process may be canceled only with Seller's written consent and upon payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as an appropriate adjustment in the purchase price therefor. Credit will not be allowed for Products returned without prior written consent of seller.

6. **RETURN OF PRODUCTS/RESTOCKING CHARGE.** Buyer must obtain permission from Seller prior to returning Products. The request must be received within ten (10) days of receipt of the Products. Older items, service parts, and discontinued items cannot be returned for credit. In order to obtain a RMA number, Buyer must contact Seller's customer support. Seller, in its discretion, may impose a twenty (20%) percent restocking charge of the price paid for any item authorized for return for credit.

7. **TITLE AND RISK OF LOSS.** Title to and risk of loss of the Products will pass to Buyer upon delivery of possession of the Products by Seller to the carrier irrespective of which Party's carrier is used for the transport or the manner of payment ascribed to the transport; provided, however, that title to any software incorporated within or forming a part of the Products shall at all times remain with Seller or the licensor(s) thereof, as the case may be.

8. **WARRANTY.** Seller warrants that the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the product documentation, published specifications or package inserts. If a period of time is not specified in Seller's product documentation, published specifications or package inserts, the warranty period shall be one (1) year from the date of shipment to Buyer for equipment and ninety (90) days for all other products the "Warranty Period". Seller agrees during the Warranty Period, to repair or replace, at Seller's option, defective Products so as to cause the same to operate in substantial conformance with said published specifications; provided that Buyer shall (a) promptly notify Seller in writing upon the discovery of any defect, which notice shall include the product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with service data and /or a Return Material Authorization ("RMA"), which may include biohazard decontamination procedures and other product-specific handling

instructions, then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become the property of Seller. Shipment to Buyer of repaired or replacement Products shall be made in accordance with the Delivery provisions of the Seller's Terms and Conditions of Sale. Consumables are expressly excluded from this warranty. Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller, but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier. In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or event of force majeure, (iii) misuse, fault or negligence of or by Buyer, (iv) use of the Products in a manner for which they were not designed, (v) causes external to the Products such as, but not limited to, power failure or electrical power surges, (vi) improper storage and handling of the Products or (vii) use of the Products in combination with equipment or software not supplied by Seller. If Seller determines that Products for which Buyer has requested warranty services are not covered by the warranty hereunder, Buyer shall pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides repair services or replacement parts that are not covered by this Warranty shall pay Seller therefor at Seller's then prevailing time and materials rates.

ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS. THE OBLIGATIONS CREATED BY THIS WARRANTY STATEMENT TO REPAIR OR REPLACE A DEFECTIVE PRODUCT SHALL BE THE SOLE REMEDY OF BUYER IN THE EVENT OF A DEFECTIVE PRODUCT. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY STATEMENT, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

9. INDEMNIFICATION.

9.1. **By Seller.** Seller agrees to indemnify, defend and save Buyer, its officer, directors, and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorney's fees) ("Indemnified Items") for (i) injury to or death of persons or damage to property to the extent caused by the negligence or willful misconduct of Seller, its employees, agents or representatives or contractors in connection with the performance of services at Buyer's premises under this Agreement and (ii) claims that a Product infringes any valid United States patent, copyright or trade secret; provided, however, Seller shall have no liability under this Section to the extent any such Indemnified Items are caused by either (i) the negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, (ii) by any third party, (iii) use of a Product in combination with equipment or software not supplied by Seller where the Product would not itself be infringing, (iv) compliance with Buyer's designs, specifications or instructions, (v) use of the Product in an application or environment for which it was not designed or (vi) modifications of the Product by anyone other than Seller without Seller's prior written approval. Buyer shall provide Seller prompt written notice of any third party claim covered by Seller's indemnification obligations hereunder. Seller shall have the right to assume exclusive control of the defense of such claim or, at the option of the Seller, to settle the same. Buyer agrees to cooperate reasonably with Seller in connection with the performance by Seller of its obligations in this Section.

Notwithstanding the above, Seller's infringement related indemnification obligations shall be extinguished and relieved if Seller, at its discretion and at its own expense (a) procures for Buyer the right, at no additional expense to Buyer, to continue using the Product; (b) replaces or modifies the Product so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Product; or (c) in the event (a) and (b) are not practical, refund to Buyer the amortized amounts paid by Buyer with respect thereto, based on a five (5) year amortization schedule. THE FOREGOING INDEMNIFICATION PROVISION STATES SELLER'S ENTIRE LIABILITY TO BUYER FOR THE CLAIMS DESCRIBED HEREIN.

9.2. **By Buyer.** Buyer shall indemnify, defend with competent and experienced counsel and hold harmless Seller, its parent, subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders and employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) to the extent arising from or in connection with (i) the negligence or willful misconduct of Buyer, its agents, employees, representatives or contractors; (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product itself would not be infringing; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Product in an application or environment for which it was not designed; or (v) modifications of a Product by anyone other than Seller without Seller's prior written approval.

10. **SOFTWARE.** With respect to any software products incorporated in or forming a part of the Products hereunder, Seller and Buyer intend and agree that such software products are being licensed and not sold, and that the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "Buyer" or similar or derivative words are understood and agreed to mean "licensee". Notwithstanding anything to the contrary contained herein, Seller or its licensor, as the case may be, retains all rights and interest in software products provided hereunder. Seller hereby grants to Buyer a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use software provided hereunder solely for Buyer's own internal business purposes on the hardware products provided hereunder and to use the related documentation solely for Buyer's own internal business purposes. This license terminates when Buyer's lawful possession of the hardware products provided hereunder ceases, unless earlier terminated as provided herein. Buyer agrees to hold in confidence and not to sell, transfer, license, loan or otherwise make available in any form to third parties the software products and related documentation provided hereunder. Buyer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the software products provided hereunder without Seller's prior written consent. Seller will be entitled to terminate this license if Buyer fails to comply with any term or condition herein. Buyer agrees, upon termination of this license, immediately to return to Seller all software products and related documentation provided hereunder and all copies and portions thereof.

Certain of the software products provided by Seller may be owned by one or more third parties and licensed to Seller. Accordingly, Seller and Buyer agree that such third parties retain ownership of and title to such software products. The warranty and indemnification provisions set forth herein shall not apply to software products owned by third parties and provided hereunder.

11. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF SELLER UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF SELLER FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH SHALL BE AS PROVIDED UNDER SECTION 8 ABOVE)) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) THE TOTAL PURCHASE PRICE THEREFORE PAID BY BUYER TO SELLER WITH RESPECT TO THE PRODUCT(S) GIVING RISE TO SUCH LIABILITY OR (B)

ONE MILLION DOLLARS (\$1,000,000). NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER SELLER (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT.

12. EXPORT RESTRICTIONS. Buyer acknowledges that each Product and any related software and technology, including technical information supplied by Seller or contained in documents (collectively "Items"), is subject to export controls of the U.S. government. The export controls may include, but are not limited to, those of the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"), which may restrict or require licenses for the export of Items from the United States and their re-export from other countries. Buyer shall comply with the EAR and all other applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any Item. Buyer shall not, without first obtaining the required license to do so from the appropriate U.S. government agency; (i) export or re-export any Item, or (ii) export, re-export, distribute or supply any Item to any restricted or embargoed country or to a person or entity whose privilege to participate in exports has been denied or restricted by the U.S. government. Buyer shall cooperate fully with Seller in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold Seller harmless from, or in connection with, any violation of this Section by Buyer or its employees, consultants, agents, or customers.

13. HAZARDOUS MATERIALS. Some Products may require special packaging, labeling, marking and handling. Carriers may add additional freight charges for the handling or transporting of these materials. The consolidating of such material with other Products may be prohibited. Additional freight charges will be billed per Seller's shipping terms. Be sure to advise Seller of shipping instructions for these hazardous materials to reduce your freight costs.

14. WIRELESS SERVICES. In the event Wireless Services and accompanying Technical Support of those Wireless Services are purchased by Buyer, Seller shall provide the optional Wireless Service and Technical Support to Buyer in accordance with the then-current pricing and terms and conditions which are identified in Seller's quotation and Schedule 1 TERMS AND CONDITIONS GOVERNING PURCHASE OF WIRELESS PRODUCTS AND SERVICES. Further, Seller will license and provide Wireless Services and Technical Support to Buyer in accordance with the then-current Wireless Services and Technical Support and policies in effect at the time of purchase ("Wireless Policies"). Seller may, at its discretion, revise Wireless Policies at any time. Seller has no obligation to provide Wireless Service or Technical Support until Seller has received full payment for which service or support is ordered.

15. MISCELLANEOUS. (a) Buyer may not delegate any duties nor assign any rights or claims hereunder without Seller's prior written consent, and any such attempted delegation or assignment shall be void. (b) The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Seller's manufacturing location, without reference to its choice of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in the county and state of Seller's manufacturing location, in any action arising out of or relating to this Agreement and waives any other venue to which it may be entitled by domicile or otherwise. (c) In the event of any legal proceeding between the Seller and Buyer relating to this Agreement, neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury. Any action arising under this Agreement must be brought within one (1) year from the date that the cause of action arose. (d) The application to this Agreement of the U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded. (e) In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain. (f) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision. (g) Buyer agrees that all pricing, discounts and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller. Buyer agrees to (1) keep such information confidential and not disclose such information to any third party, and (2) use such information solely for Buyer's internal purposes and in connection with the Products supplied hereunder. Nothing herein shall restrict the use of information available to the general public. (h) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other.

SCHEDULE 1

TERMS AND CONDITIONS GOVERNING PROVISION OF WIRELESS SERVICES PURSUANT TO ANNUAL TECHNICAL SUPPORT PLAN

1.

Defined Terms

In these Terms and Conditions:

"Connection" means the access to Wireless Services that is facilitated by the use of a SIM card;

"Content" means all information whether textual, visual, audio or otherwise, appearing on or available through the Wireless Services whether supplied by Seller or by other persons;

"Contract" means the Thermo Scientific Portable Analytical Instruments Inc. Terms and Conditions of Sale to which this Schedule 1 is attached, any Wireless Service Specification and this Schedule 1;

"Coverage Area" means the approximate geographic area within which the Wireless Services are from time to time made available as advised to the Buyer by Seller;

"End-Users" means the person(s) who have been authorized access by Seller to the Wireless Services through Seller's annual support plan for Seller's Equipment for which Buyer has contracted to purchase;

"Equipment" means the equipment supplied by Seller to the Buyer under the Contract;

"Network" means the mobile public telecommunications system by which Wireless Services are made available;

"Numbers" means a telephone number or numbers allocated to the Buyer by Seller for the provision of Wireless Services.

"Provider" means the qualified third party company and its affiliates and suppliers providing Wireless Services, Equipment (if any), SIM Cards and Support Services to Seller and for which Buyer has contracted with Seller;

"SIM Card" means the card to which a unique number is ascribed which, when used with compatible equipment, enables End-Users to access the Wireless Services;

"Support Services" means the provision of reasonable technical advice in relation to the Wireless Services and the SIM Card by Seller to Buyer in accordance with clause 8 below and day to day account management and support;

"Wireless Services" means embedded mobile phone technology, including those voice and/or data communications services and SIM Card and Numbers provided by Seller to Buyer pursuant to Buyer's purchase of annual Equipment support;

All other capitalized terms, including without limitation "Buyer" and "Seller" shall have the same meaning as set forth in the Contract.

The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation. The Wireless Services and SIM Cards that are provided by Seller under the terms of this Contract are provided by a third party supplier to Seller.

2. Supply of the Wireless Services

2.1. Upon payment by Buyer of annual Equipment support fees, Seller grants Buyer a nonexclusive, nontransferable, revocable, limited license to use the Wireless Services for the sole purpose of supporting and using the Equipment. The license granted by Seller to the Buyer will continue until the term of the annual Equipment support contract expires or is terminated. An active Equipment service contract must be in place for Wireless Services to be provided. Upon Seller's written consent, Buyer may renew the service contract on an annual basis to extend the Wireless Services.

2.2. The Buyer will be deemed to have accepted the Wireless Services' capabilities upon entering into this Contract and will be responsible for ensuring that the Wireless Services are in accordance with and fit for the purposes of the Buyer.

2.3. Buyer understands and acknowledges that Seller and Provider make no and disclaim any and all express or implied representations concerning the Wireless Services, SIM Cards, or Support Services. In entering into the Contract, Buyer acknowledges that it does not rely on any such representations.

2.4. All information supplied to the Buyer or Provider by Seller in relation to the Wireless Services, SIM Cards, or Support Services before a Contract is made (including without limitation in a tender) and the descriptions and illustrations contained in Seller's or Provider's catalogues, price guides and other advertising media (including without limitation Seller's or Provider's website) are approximate, being a general description by way of identification only, and such information and descriptions will not in any circumstances constitute a sale by description, nor will any statement made in any such document, on Seller's or Provider's web-site or any other electronic media, or any other statement made, whether orally or in writing by or on behalf of Seller or Provider, be deemed to be a representation by which the Buyer has been induced to enter the Contract.

2.5. Any typographical, clerical or other error or omission in any sales literature, quotation, catalogue, acceptance of offer, invoice or other document or information issued by Seller or Provider (including without limitation on Seller's or Provider's website) will be subject to correction without any liability on the part of Seller or Provider.

2.6. Seller may at any time without notifying the Buyer make any changes to the Wireless Services and/or Support Services which are

necessary to comply with any applicable safety or other statutory requirements, or which do not materially adversely affect the nature or quality of the Wireless Services and/or Support Services. For the avoidance of doubt any such changes under this clause will not result in a reduction to the Equipment annual support fees.

2.7. Buyer agrees that Seller, Provider and their affiliates, subsidiaries and agents may collect, maintain, process and use diagnostic, technical, usage and related information, including but not limited to information about Buyer's and End User's Wireless Services, computer, interfaces, systems and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, technical support and other services to Buyer (if any) related to the Wireless Services, and to verify compliance with the terms of this Contract. Seller and Provider may use this information to improve Seller's and Provider's products or to provide services or technologies to Buyer. Seller and its suppliers, partners and licensors/licensees may provide certain services through Buyer's Wireless Services that rely upon location information

3. Use of the Wireless Services

3.1.

The Wireless Services are made available on the basis that the Buyer shall:

3.1.1 not use them for any improper, immoral or unlawful purposes, nor allow others to do so;

3.1.2 not act nor knowingly permit others to act in such a way that the operation of the Network or the Wireless Services will be jeopardized or impaired;

3.1.3 only use equipment approved for use with the Network in accordance with all relevant legislation or regulation relating to its use in any jurisdiction;

3.1.4 not be involved in or knowingly, recklessly or negligently permit any other party to be involved in any fraudulent or other unauthorized use or attempted use of any Wireless Services or SIM Cards and to notify Seller immediately on the Buyer becoming aware of or suspecting such activity;

3.1.5 not knowingly recklessly or negligently permit any lost or stolen SIM Cards to be connected to the Network and shall adhere to any procedures issued by Seller from time to time in relation to lost or stolen SIM Cards and claims in respect thereof;

3.1.6 comply with all reasonable directions and instructions issued by Seller which concern the Buyer's use of the Wireless Services;

3.1.7 accept that the Wireless Services are only available within the Coverage Area;

3.1.8 ensure that the End-Users do not use abusive or threatening behavior towards other users of the Network or members of Seller's staff; and

3.1.9 not knowingly recklessly or negligently allow any person to reverse engineer, de-compile or modify the software or the Numbers contained within or on any SIM Card in any way.

3.2. The use of any device to route third party call traffic or other data services through the Network can cause capacity issues and may be illegal. The Buyer must obtain Seller's prior written consent before operating such devices on the Network.

3.3. If the Buyer commits any breach of the obligations contained in clauses 3.1 and 3.2, Seller may (without losing or reducing any other right or remedy under the Contract) suspend or terminate Wireless Services, (fully or partially) temporarily without notice. Notwithstanding such suspension under this clause, the Buyer shall remain liable to pay all annual Equipment support fees due during the suspension period (or after the termination date) and shall not receive any refunds.

3.4. only use equipment approved for use with the Network in accordance with all relevant legislation or regulation relating to its use in any jurisdiction;

3.4. The Buyer hereby agrees to indemnify and hold Seller and its officers, employees and affiliates harmless against any and all claims, suits, proceedings losses, liability, damages, expenses or costs howsoever arising, resulting from any End-User's use of the Wireless Services. The Buyer acknowledges that Seller have no contractual obligations to the End-User whatsoever.

3.5. The Wireless Services are not designed, intended, or authorized for use in components of systems intended for, or in relation to the operation of, weapons, weapons systems, nuclear installations, means of mass transportation, aviation, life-support computers or equipment (including resuscitation equipment and surgical implants), pollution control, real-time hazardous substances monitoring or for any other application in which the failure of the Wireless Services could create a situation where personal injury or death may occur. Should Buyer use the Wireless Services for any such unintended or unauthorized application, Buyer shall indemnify and hold Seller and its officers, employees and affiliates harmless against all claims, costs, damages, expenses, and reasonable attorney fees arising out of, directly or indirectly, any claim of personal injury, death, or other damages associated with such unintended or unauthorized use, even if such claim alleges that Seller was negligent regarding the design or provision of the Wireless Services.

3.6. Buyer has a fixed usage allowance of Wireless Services per month. This usage includes fifteen (15) e-mail or reachback transmissions and thirty (30) SMS transmissions. Occasional minor usage beyond these allowances will be allowed but gross usage beyond this allowance may cause temporary suspension of Wireless Services.

4. Content of the Wireless Services

4.1. The Wireless Services enable access to Content. Seller will not be liable to the Buyer or any other party for any action taken in reliance upon the accuracy, completeness or continuous supply of the Content.

4.2. It is the Buyer's responsibility to evaluate the value and integrity of goods and services offered by third parties by means of the Network. Seller will not be a party to, nor in any way be responsible for any transaction concerning third party goods and services.

4.3. Buyer hereby grants Seller a non-exclusive, royalty-free right to access and internally use Content supplied by Buyer, solely in connection with performing the Wireless Services and related services, including, but not limited to, support and technical services and analysis of bills.

5. Availability of the Wireless Services

5.1. Seller shall use reasonable endeavors to ensure that the Wireless Services are available to the Buyer at all times during the term of the annual Equipment support term. The Buyer hereby acknowledges that quality and availability of the Wireless Services may be affected by factors outside Seller's control, such as (but not limited to) physical obstructions, atmospheric conditions and other causes of radio interference and by faults in other telecommunication networks to which the Network is connected. In connection with any such adverse effect on the quality and availability of the Wireless Services, Seller and Provider shall incur no liability to the Buyer whatsoever.

5.2. Buyer acknowledges that Service may be temporarily refused, interrupted, curtailed or limited because of atmospheric, terrain, other natural or artificial conditions and may be temporarily interrupted or curtailed due to usage concentrations, modifications, upgrades, relocation and repairs of transmission Facilities. Buyer agrees that the Seller, Provider, and the underlying Seller service carrier shall not be responsible for such interruptions of Service or the inability to use the Service outside the Territory. Buyer understands that the underlying Seller service carrier cannot guarantee the security of Seller transmissions and will not be liable for any lack of security relating to the use of the Service.

6. Use of SIM Cards

6.1. If a SIM Card is lost, stolen or damaged, the Buyer must notify Seller of the serial number in writing as soon as reasonably possible. The Buyer will remain liable for all usage over the allowance (as specified in 3.6 above) incurred by the Buyer until the Buyer has notified Seller as aforesaid. The SIM Cards and Wireless Services shall not be used by any party other than Buyer or assigned to any other party without Seller's prior written consent.

6.2. The Buyer may terminate the Wireless Services at any time upon giving written notice to Seller. No refunds shall be provided to Buyer upon termination for any reason.

7. Risk and Property

7.1. Risk of damage to or loss or unauthorized use of the SIM Cards will pass to the Buyer at the time of delivery or, if the Buyer wrongfully fails to take delivery, at the time when Seller has tendered delivery of the SIM Cards.

7.2. Title to the internal SIM cards and all software contained in the SIM Cards shall remain solely and exclusively with Seller or Provider and shall not vest in the Buyer at any time.

7.3. The Buyer will hold the internal SIM cards as Seller's fiduciary agent and bailee, and, so long as the Buyer is not in breach of the Contract, the Buyer will be entitled to use the Wireless Services and SIM Cards in the ordinary course of its business for the annual Equipment support term in accordance with the terms and conditions of this Contract.

7.4. The Buyer will not be entitled to sell, let, pledge or in any way dispose of or charge by way of security for any indebtedness any of the SIM cards which shall remain the property of Seller at all times.

7.5. The Buyer acknowledges and agrees that the Numbers do not belong to the Buyer. The Buyer shall not acquire any rights whatsoever in any of the Numbers and shall make no attempt to apply for registration of the same as a trade mark whether on its own or in conjunction with some other trading style.

8. Support Services

8.1. During the annual Equipment support term, Seller shall provide the Buyer with Support Services, which shall be the support Seller deems necessary for reasonable support of the Wireless Services.

8.2. Notwithstanding any other provision in the Contract, Seller will not be responsible for failure to provide the Support Services where such failure is as a result of the act or omission of the Buyer (and/or its agents or subcontractors), including without limitation the improper use, operation or neglect of either the Wireless Services or any components thereof or the failure by the Buyer to implement recommendations in respect of or solutions to faults previously advised by Seller.

8.3.

In relation to the provision of the Support Services, the Buyer shall:

8.3.1 use its reasonable endeavors to make available and ensure the co-operation of such staff of the Buyer as are reasonably required on a timely basis to liaise with Seller in relation to the provision of the Support Services;

8.3.2 promptly furnish Seller with such other information, documents and instructions as Seller may reasonably request for the proper performance of its obligations hereunder; and

8.3.3 provide answers on a timely basis to queries, consents and approvals requested by Seller to enable Seller to provide the Support Services.

8.4. Seller shall have the right to subcontract to a qualified third party provider the obligations and duties to provide the Support Services.

9. Warranties and Liability

9.1. Buyer has no contractual relationship with the Provider or any underlying Seller service carrier and Buyer is not a third party beneficiary of any agreement between Provider or a Provider Affiliate and the underlying Wireless Service carrier. Buyer understands and agrees that the underlying Seller service carrier shall have no legal, equitable or other liability of any kind to the Buyer or any other party.

9.2. NEITHER SELLER NOR PROVIDER MAKES ANY WARRANTIES, WHETHER EXPRESS OR IMPLIED REGARDING OR RELATING TO THE WIRELESS SERVICES AND SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF SELLER OR PROVIDER HAS BEEN INFORMED OF SUCH PURPOSE), OR OTHER WARRANTY ARISING OUT OF COURSE OF ORDINARY PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE WITH RESPECT TO THE WIRELESS SERVICES.

9.3. Buyer expressly understands and agrees that the liability and obligations of Seller and Provider to Buyer under this agreement for services are strictly controlled and limited by the underlying Seller service carrier's tariff, if any, and the laws, rules and regulations of the Federal Communications Commission and other governmental authorities which from time to time have jurisdiction. In any event, UNDER NO CIRCUMSTANCES WILL SELLER, ITS AFFILIATES, PROVIDER OR THE UNDERLYING SELLER SERVICE CARRIER HAVE ANY LIABILITY TO BUYER OR ANY OTHER PARTY FOR ANY CAUSES OF ACTION, LOSSES OR DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, ERRORS OR DEFECTS IN FURNISHING THE WIRELESS SERVICES, INCLUDING , WITHOUT LIMITATION, THOSE THAT ARISE FROM FAILURES OF DEFECTS IN THE NETWORK. The entire liability of Seller under or in connection with the Wireless Services in each 12 month period will not exceed the lower of 100% (one hundred percent) of the annual Equipment support fees paid by the Buyer over the previous 12 month period or US\$5,000 (five thousand dollars). The Buyer is asked to note the limitations on Seller's liability set out in these conditions. Seller's prices are based on the level of liability provided by these terms and conditions being accepted by the Buyer.

9.4. Buyer shall indemnify, defend and hold Seller, Provider, their affiliates, the underlying Seller service carrier and the officers, employees and agents of each of them harmless from and against all claims, causes of action, losses, expenses, liability or damages (including reasonable attorneys' fees and costs), and including without limitation for any personal injury or death, arising in any way directly or indirectly in connection with this agreement; the provision or use of the Wireless Service; or the use, failure to use or inability to use the Number. This provision shall survive the termination of this Contract.

9.5. In no event shall Seller, Provider, and/or the underlying Seller service carrier be liable for the failure or incompatibility of SIM Cards utilized by Buyer in connection with the Wireless Services. Buyer shall use Wireless Services at its own risk.

10. Termination

10.1. Seller shall be entitled to terminate the Wireless Services at any time by giving written notice to the Buyer.

10.2.

Further, Seller may (without limiting any other remedy) at any time terminate the Wireless Services immediately by notice in writing to the Buyer at any time if:

a) the Buyer fails to pay any annual Equipment support fees when due; or

b) the Buyer commits any other breach of these terms and conditions and (if capable of remedy) fails to remedy the breach within 10 days after being required by written notice to do so; or

c) the Buyer goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed;

d) the Buyer is unable to pay its debts as they fall due, or becomes bankrupt or insolvent or files any petition or action for relief under any bankruptcy, reorganization, insolvency or moratorium law; or begins negotiations with any creditor with a view to the readjustment or rescheduling of any of its Indebtedness; or proposes or enters into any composition or other arrangement for the benefit of its creditors generally or any class of creditors;

e) any steps are taken with a view to the Buyer being adjudicated or found insolvent; or the winding-up or dissolution of the Buyer other than in connection with a solvent reconstruction, or a winding up petition the terms of which have been previously approved in writing by Seller; or the Buyer obtaining a moratorium or other protection from its creditors; or the appointment of a trustee, supervisor, receiver, administrative receiver, liquidator, administrator or similar officer in respect of the Buyer;

f) the Buyer ceases or threatens to cease to carry on its business in the ordinary course;

g) in the opinion of Seller, any event or series of events occur which has or could reasonably be expected to have a material adverse effect as determined by Seller;

h) if there is a (i) a merger, acquisition, sale of voting control, or other business combination involving the Buyer such that the stockholders or owner of the Buyer immediately prior to such transaction do not hold more than fifty percent (50%) of the voting power of the surviving or acquiring corporation, or (ii) the sale, lease, exclusive license or other transfer of all or substantially all of the assets of the Buyer ("Change of Control");

i) there is a sale or transfer of the equipment being supported under the Contract or the SIMS Cards to another entity;

j) there is a change in laws or regulations that, in Seller's opinion, necessitate the termination of the Wireless Services.

10.3.

On termination or expiry of Wireless Service for any reason:

10.3.1 any outstanding arrears fees and any interest (if applicable) payable by the Buyer shall become immediately due and payable to Seller (no refunds will be provided to Buyer);

10.3.2 the license granted to the Buyer to use the Wireless Service, including SIM Cards and Numbers shall terminate immediately and all such Numbers shall be re-assigned to Seller. The Buyer shall immediately return to Seller all SIM Cards supplied by Seller to the Buyer;

10.3.3 any Numbers reserved for the Buyer's use but which have not been used by the Buyer or the End -Users or connected to Seller's Network shall be re-assigned to Seller immediately;

10.3.4 The Buyer shall immediately return to Seller all of Seller's property in its possession or control; and

10.3.5 Seller shall be entitled upon giving reasonable prior written notice to enter the Buyer's premises in order to remove any SIMS Cards.

10.4. In addition, the Wireless Services may be temporarily suspended or permanently terminated upon little or no notice in the event that Provider's or Seller's agreement with the underlying Seller service carrier, or Seller's agreement with Provider, is terminated. Buyer waives any and all claims against Seller, Provider or the underlying Seller service carrier for such suspension or termination.

11. General

11.1. Except as otherwise expressly stated in the Contract, there are no intended third party beneficiaries of this Contract. The representations, warranties, covenants, and agreements contained in this Contract are for the sole benefit of the parties and their respective successors and permitted assigns, and they are not to be construed as conferring any rights on any other persons.

11.2. Seller may vary the terms and conditions of the Contract immediately in writing if new legislation, statutory instrument or other governmental regulation or the terms under which Seller provides access to the Network Seller make such variation necessary. For the avoidance of doubt, the Buyer acknowledges that fees will not be reduced as a result of the provisions of this clause.

11.3. Except as may be expressly provided in the Contract, all trade and service marks, inventions, patents, copyrights, design rights (whether registered or unregistered), database rights and all other intellectual property rights shall, unless expressly assigned in writing, remain in the ownership of the party creating or owning the same. Seller and Provider reserve all right, title and interest in and to their intellectual property and all modifications, enhancements, improvements, derivatives and inventions related thereto, regardless of which party created the same.

11.4. The parties shall ensure that they shall at all times comply with the provisions and obligations imposed by the Data Protection Act 1998 and the Data Protection Principles (together with the equivalent applicable rules and legislation in each other jurisdiction in which the parties operate) together with any subsequent re-enactment or amendment thereof in storing and processing personal data and all other applicable laws and regulations. By entering into the Contract, Buyer consents to the use of its data by Seller for the purposes of securing information necessary for approving credit terms in relation to the Contract or any Additional Order.

11.5. Buyer shall indemnify the Seller against any liability, damage, costs, expenses (including reasonable legal expenses) or losses arising out of any breach of applicable laws and regulations, including any unauthorized disclosure of personal data by Buyer, and breach of this Contract by Buyer.



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

August 15, 2023

PREPARED BY

Diana Ellenbecker, Finance Director

AGENDA ITEM # E.3

Consideration with possible action on the City of Green Bay 2024 Fee schedule resolution.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. Draft Resolution Regarding 2024 Fee Schedule (comparison)
2. Draft Resolution Regarding 2024 Fee Schedule (clean version)

**RESOLUTION ADOPTING
CITY OF GREEN BAY 2024 FEE SCHEDULE**

August 22, 2023

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

That the City of Green Bay 2024 Fee Schedule, attached hereto as Exhibit A, is hereby adopted.

Adopted _____

Approved _____

Mayor _____

Clerk

law

Attachment – Exhibit A, City of Green 2024 Bay Fee Schedule

Exhibit A

CITY OF GREEN BAY

FEE SCHEDULE

Code Section	Description	2023 Fee	2024 Fee
<i>Chapter 2—Administration</i>			
2-217	Municipal vehicle registration fee	\$20.00	\$20.00
	Exemption from the municipal vehicle registration fee for vehicles registered by the State of Wisconsin under Wis. Stats. § 341.26	\$5.00	\$5.00
<i>Chapter 4--Alcohol Beverages</i>			
4-6	License fees		
	Class "A" (beer)	\$400.00	\$400.00
	Class "B" (beer)	\$100.00	\$100.00
	Special event or picnic license	\$10.00	\$10.00
	"Class A" (liquor)	\$400.00	\$400.00
	"Class B" (liquor)	\$400.00	\$400.00
	Operator's license (two-year license)	\$50.00	\$50.00
	Initial issuance of a reserve "Class B" (liquor) license	\$10,000.00	\$10,000.00
	"Class C" (wine)	\$100.00	\$100.00
	Provisional retail license	\$15.00	\$15.00
	Publication fee	\$25.00	\$25.00
<i>Chapter 6--Animals</i>			
6-1	Animal establishment license fee	\$100.00	\$100.00
	For each male breeding dog	\$300.00	\$300.00
	For each female breeding dog	\$250.00	\$250.00
6-2	Dog and cat license tax		
	For a neutered spayed male dog or cat	\$5.00	\$10.00
	For a spayed female dog or cat	\$5.00	\$10.00
	For an unneutered male dog or cat	\$25.00	\$30.00
	For an unspayed unneutered female dog or cat	\$25.00	\$30.00
	Late fee	\$5.00	\$5.00
	Duplicate collar tag fee	\$0.50	\$0.50
6-3	License fee to keep hens	\$5.00	\$5.00
	Late fee	\$5.00	\$5.00
6-11	Beekeeping annual permit fee	\$10.00	\$25.00
	Beekeeping initial inspection fee		\$75.00
<i>Chapter 8—Buildings and construction</i>			
8-47	One- and two-family residential construction plan approval		
	Principal-use building plan	\$50.00	\$50.00
	Accessory-use building plan	\$25.00	\$25.00
	HVAC plan – Energy (heat loss) calculations	\$0.00	\$0.00
	Plumbing plan – Fixture list	\$0.00	\$0.00
	Multi-family residential construction plan approval		
	Principal-use building plan	\$100.00	\$100.00
	Accessory-use building plan	\$100.00	\$100.00
	Sign structural plan	\$50.00	\$50.00
	HVAC plan – Mechanical systems plan	\$100.00	\$100.00
	Plumbing system plan	\$100.00	\$100.00
	Commercial, educational, institutional, industrial plan approval		
	Principal-use building plan	\$100.00	\$100.00

8-47	Accessory-use building plan		\$100.00	\$100.00
	Sign structural plan		\$50.00	\$50.00
	HVAC plan – Mechanical systems plan		\$100.00	\$100.00
	Plumbing system plan		\$100.00	\$100.00
One- and two-family residential construction permits				
Principal or accessory building permits				
	New construction (per sq. foot)		\$0.095	\$0.095
	Windows/doors		\$50.00	\$50.00
	Move building		\$50.00	\$50.00
	Raze/demolish building		\$50.00	\$50.00
Accessory structure building permits				
	Curb cut, culvert, driveway		\$50.00	\$50.00
	Landscape structures		\$50.00	\$50.00
	Fencing		\$50.00	\$50.00
	Hot tub, swimming pool		\$50.00	\$50.00
	Pond		\$50.00	\$50.00
	Satellite receiver		\$50.00	\$50.00
	Tower structure		\$50.00	\$50.00
Subdivision or neighborhood identification signage				
	Base fee		\$30.00	\$40.00
	Additional fee per square foot		\$0.30	\$0.30
Multi-family residential construction permits				
Principal or accessory building permits				
	General construction; new building (per sq. ft)		\$0.105	\$0.135
	Roofing replacement		\$70.00	\$70.00
	Built-up or membrane (per sq. ft.)		\$0.01	\$0.01
	Siding		\$70.00	\$70.00
	Brick veneer (per sq. ft.)		\$0.01	\$0.01
	Move building		\$50.00	\$70.00
	Base fee		\$70.00	\$70.00
	Foundation area fee (per sq. ft.)		\$0.105	\$0.135
	Raze/demolish building		\$70.00	\$70.00
Accessory structures				
	Curb cut, culvert, driveway		\$70.00	\$70.00
	Landscape structures		\$70.00	\$70.00
	Fencing		\$70.00	\$70.00
	Hot tub, swimming pool		\$70.00	\$70.00
	Pond		\$70.00	\$70.00
	Satellite receiver		\$70.00	\$70.00
	Tower structure		\$70.00	\$70.00
Subdivision or neighborhood identification signage				
	Base fee		\$30.00	\$40.00
	Additional fee per square foot		\$0.30	\$0.30
Commercial, educational, institutional, industrial use building permits				
Principal or accessory building permits				
	General construction building group 1: New building, etc. (per sq. ft)		\$0.065	\$0.065
	General construction building group 2: New building, etc. (per sq. ft)		\$0.135	\$0.135
	Roofing replacement: building group 1 & 2		\$70.00	\$70.00
	Built-up or membrane (per sq. ft.)		\$0.01	\$0.01

8-47	Siding	\$70.00	\$70.00
	Brick veneer (per sq. ft.)	\$0.01	\$0.01
	Move building: building group 1 & 2		
	Base fee	\$70.00	\$70.00
	Foundation area fee (per sq. ft.)	\$0.105	\$0.135
	Raze/demolish building	\$70.00	\$70.00
	Accessory structures		
	Curb cut, culvert, driveway	\$70.00	\$70.00
	Landscape structures	\$70.00	\$70.00
	Fencing	\$70.00	\$70.00
	Hot tub, swimming pool	\$70.00	\$70.00
	Pond	\$70.00	\$70.00
	Satellite receiver	\$70.00	\$70.00
	Tower structure	\$70.00	\$70.00
	Subdivision or neighborhood identification signage		
	Base fee	\$30.00	\$40.00
	Additional fee per square foot	\$0.30	\$0.30
	Temporary or mobile sign	\$30.00	\$30.00
8-360	One- and two-family residential plumbing permit fees		
	General plumbing (per fixture)	\$7.00	\$7.00
	Water service connection permit	\$30.00	\$30.00
	Sanitary sewer connection	\$30.00	\$30.00
	Storm sewer connection (each)	\$30.00	\$30.00
	Fire suppression system (per head) (\$70.00 minimum up to \$200.00)	\$2.50	\$2.50
	Lawn sprinkler system-reduced pressure valve	\$50.00	\$50.00
	Water heater replacement	\$30.00	\$30.00
	Palmer valve	\$50.00	\$50.00
	Back water valve	\$30.00	\$30.00
	Multi-family residential plumbing permit fees		
	General plumbing (per fixture)	\$7.00	\$7.00
	Water service connection permit	\$30.00	\$30.00
	Sanitary sewer connection	\$30.00	\$30.00
	Storm sewer connection (each)	\$30.00	\$30.00
	Fire suppression system (per head) (\$70.00 minimum up to \$200.00)	\$2.50	\$2.50
	Lawn sprinkler system-reduced pressure valve	\$70.00	\$70.00
	Water heater replacement	\$70.00	\$70.00
	Commercial, educational, institutional, industrial use plumbing permits		
	General plumbing (per fixture)	\$8.00	\$8.00
	Water service connection permit	\$30.00	\$30.00
	Sanitary sewer connection	\$30.00	\$30.00
	Storm sewer connection (each)	\$30.00	\$30.00
	Fire suppression system (per head) (\$70.00 minimum up to \$200.00)	\$2.50	\$2.50
	Lawn sprinkler system-reduced pressure valve	\$70.00	\$70.00
	Water heater replacement	\$70.00	\$70.00
	Sewer cap	\$70.00	\$70.00
8-369	Private well operation permit fee	\$100.00	\$100.00
8-449	Re-inspections of electrical wiring	\$50.00	\$75.00
8-451	One- and two-family residential electrical permits		

	General electrical system (per sq. foot)		\$0.045	\$0.045
	Electrical service		\$50.00	\$50.00
	Air conditioning addition		\$50.00	\$50.00
	Multi-family residential electrical permits			
	General electrical system (per sq. foot)		\$0.055	\$0.85
	Electrical service – initial		\$70.00	\$70.00
	Electrical service – each additional		\$30.00	\$30.00
	Air conditioning addition		\$70.00	\$70.00
	Commercial, educational, institutional, industrial electrical permits			
	General electric – building group 1 (per sq. foot)		\$0.045	\$0.045
	General electric – building group 2 (per sq. foot)		\$0.085	\$0.085
	Project cost \$0-\$10,000		\$70.00	\$70.00
	Project cost \$10,001-\$50,000		\$140.00	\$140.00
	Project cost \$50,001-\$100,000		\$210.00	\$210.00
	Project cost \$100,001-\$200,000		\$300.00	\$300.00
	Project cost \$200,001-\$300,000		\$400.00	\$400.00
	Project cost greater than \$300,000		\$500.00	\$500.00
	Additional fee per \$100,000 above \$300,000		\$100.00	\$100.00
	Internally or externally illuminated sign		\$70.00	\$70.00
8-629	Roominghouse/shelter facility permit fee		\$30.00	\$30.00
	Additional fee per dwelling unit or rooming unit		\$10.00	\$10.00
8-671	Penalty fee for renewal mobile home park license applications postmarked after June 30		\$25.00	\$25.00
8-478	One- and two-family residential mechanical (HVAC) permits			
	General HVAC system (per sq. foot)		\$0.045	\$0.85
	Heating unit replacement		\$50.00	\$50.00
	Air conditioning addition (per unit)		\$50.00	\$50.00
	Multi-family residential mechanical (HVAC) permits			
	General HVAC system (per sq. foot)		\$0.055	\$0.055
	Heating unit replacement		\$70.00	\$70.00
	Air conditioning addition/replacement (per unit)		\$70.00	\$70.00
	Commercial, educational, institutional, industrial use mechanical (HVAC) permits			
	General HVAC: ductless unit-heater systems only (per sq. foot)		\$0.045	\$0.045
	General HVAC: ducted or hydronic (per sq. foot)		\$0.085	\$0.085
	Heating unit replacement		\$70.00	\$70.00
	Air conditioning addition/replacement (per unit)		\$70.00	\$70.00
Chapter 10—Businesses				
10-19	License for the sale of each of the following or the conduct of the business or activity			
	Ambulances			
	Per vehicle for first vehicle licensed by any person		\$50.00	\$50.00
	Per additional vehicle		\$25.00	\$25.00
	Auto salvage		\$100.00	\$100.00
	Billiard and pool tables, gamerooms, per table or gameroom		\$5.00	\$5.00
	Canvasser, solicitor, peddler and transient merchants, and direct seller’s investigation fee		\$5.00	\$5.00
	Cigarettes		\$100.00	\$100.00
	Junk and secondhand dealers			
	For maintaining a building, warehouse, or yard		\$50.00	\$50.00

10-19		For each hand-drawn vehicle used for junk dealing	\$1.00	\$1.00
		For each vehicle other than hand drawn	\$3.00	\$3.00
		Secondhand article dealer permit	\$27.50	\$27.50
		Secondhand jewelry dealer permit	\$30.00	\$30.00
		Secondhand article dealer: mall/flea market permit	\$165.00	\$165.00
		Parades	\$0.00	\$0.00
		Pawn brokers	\$210.00	\$210.00
		Residential building contractors		
		Initial	\$25.00	\$25.00
		Renewal	\$10.00	\$10.00
		Temporary permit	\$0.00	\$0.00
		Taxicab business licenses		
		For an organization which is exempt from federal income tax under IRC § 501(c)(3)	\$0.00	\$0.00
		For a nonprofit corporation under Wis. Stats. Ch. 181	\$0.00	\$0.00
		For any other person		
		For each taxicab with a capacity of seven or fewer passengers, not including the driver	\$25.00	\$25.00
		For each taxicab with a capacity of eight to 15 passengers, not including the driver	\$50.00	\$50.00
		Taxicab operator's licenses		
		For an operator employed by an organization which is exempt from federal income tax under IRC § 501(c)(3)	\$0.00	\$0.00
		For an operator employed by a nonprofit corporation under Wis. Stats. Ch. 181	\$0.00	\$0.00
		For any other person	\$50.00	\$50.00
10-90		Auto salvage storage permit fee	\$100.00	\$100.00
10-92		Newspaper vending machine permit fee	\$50.00	\$50.00
10-93		Parklet permit fee	\$200.00	\$200.00
10-140		Temporary facility license fee	\$25.00	\$25.00
10-142		Facility license fee		
		If the premises is not also licensed under Ch. 4, GBMC	\$75.00	\$75.00
		If the premises is also licensed under Ch. 4, GBMC	\$25.00	\$25.00
10-143		Facility operator's license fee	\$10.00	\$10.00
10-203		Sexually-oriented adult entertainment establishment license fee	\$750.00	\$750.00
10-205		Sexually-oriented adult entertainment establishment license renewal fee	\$250.00	\$250.00
10-210		Sexually-oriented adult entertainment establishment employee registration fee	\$30.00	\$30.00
10-238		Escort service application fee	\$500.00	\$500.00
		Escort service license fee	\$500.00	\$500.00
10-240		Escort service license renewal fee	\$500.00	\$500.00
10-243		Escort registration fee	\$25.00	\$25.00
10-274		Direct sales permit fee		
		Temporary (30-day)	\$100.00	\$100.00
		Annual	\$350.00	\$350.00
		Request for additional locations beyond three	\$50.00	\$50.00
		Request for change of location	\$10.00	\$10.00
		Solicitor's permit fee		
		Temporary (30-day)	\$25.00	\$25.00
		Annual	\$100.00	\$100.00

10-342	Junk dealer annual fee	\$50.00	\$50.00
10-344	Junk dealer daily reporting failure fee	\$10.00	\$10.00
10-374	Junk collector annual fee	\$3.00	\$3.00
10-428	Special event fee – Simple event		
10-428	Small non-profit park event fee		
	Resident application fee	\$25.00	\$25.00
	Late application fee	\$25.00	\$25.00
	First time event additional fee	\$50.00	\$50.00
	Event location change fee	\$0.00	\$0.00
	Event cancellation fee	\$10.00	\$10.00
	Small non-profit block party		
	Resident application fee	\$25.00	\$25.00
	Late application fee	\$25.00	\$25.00
	First time event additional fee	\$50.00	\$50.00
	Event location change fee	\$0.00	\$0.00
	Event cancellation fee	\$10.00	\$10.00
	Special event fee – Small events		
	Athletic Event		
	Resident application fee	\$100.00	\$100.00
	Non-resident application fee	\$150.00	\$150.00
	Late application fee	\$50.00	\$50.00
	First time event additional fee	\$175.00	\$175.00
	Event location change fee	\$25.00	\$25.00
	Event cancellation fee	\$25.00	\$25.00
	All other small events		
	Resident application fee	\$50.00	\$50.00
	Non-resident application fee	\$75.00	\$75.00
	Late application fee	\$25.00	\$25.00
	First time event additional fee	\$88.00	\$88.00
	Event location change fee	\$13.00	\$13.00
	Event cancellation fee	\$13.00	\$13.00
	Special event fee – Medium events		
	Athletic Event		
	Resident application fee	\$200.00	\$200.00
	Non-resident application fee	\$300.00	\$300.00
	Late application fee	\$100.00	\$100.00
	First time event additional fee	\$350.00	\$350.00
	Event location change fee	\$50.00	\$50.00
	Event cancellation fee	\$50.00	\$50.00
	All other medium events		
	Resident application fee	\$175.00	\$175.00
	Non-resident application fee	\$263.00	\$263.00
	Late application fee	\$88.00	\$88.00
	First time event additional fee	\$306.00	\$306.00
	Event location change fee	\$44.00	\$44.00
	Event cancellation fee	\$44.00	\$44.00
	Special event fee – Large events		
	Athletic Event		
	Resident application fee	\$300.00	\$300.00
	Non-resident application fee	\$450.00	\$450.00
	Late application fee	\$150.00	\$150.00

10-428		First time event additional fee	\$525.00	\$525.00
		Event location change fee	\$75.00	\$75.00
		Event cancellation fee	\$75.00	\$75.00
		All other large events		
		Resident application fee	\$275.00	\$275.00
		Non-resident application fee	\$413.00	\$413.00
		Late application fee	\$138.00	\$138.00
		First time event additional fee	\$481.00	\$481.00
		Event location change fee	\$69.00	\$69.00
		Event cancellation fee	\$69.00	\$69.00
		Special event fee - Small budget film/ photography		
		Resident application fee	\$25.00	\$25.00
		Non-resident application fee	\$38.00	\$38.00
		Late application fee	\$13.00	\$13.00
		Event location change fee	\$6.00	\$6.00
		Event cancellation fee	\$6.00	\$6.00
		Special event fee - Special hazard event		
		Resident application fee	\$500.00	\$500.00
		Non-resident application fee	\$750.00	\$750.00
		Late application fee	\$250.00	\$250.00
		First time event additional fee	\$875.00	\$875.00
		Event location change fee	\$125.00	\$125.00
		Event cancellation fee	\$125.00	\$125.00
10-458		Public vehicle business license fee	\$25.00	\$25.00
		Public vehicle business motor vehicle inspection fee	\$25.00	\$25.00
10-459		Public vehicle business operator's license fee	\$50.00	\$50.00
10-493		Commercial quadricycle business license fee	\$25.00	\$25.00
		Commercial quadricycle inspection fee	\$25.00	\$25.00
10-494		Commercial quadricycle operator's license fee	\$50.00	\$50.00
10-514		Underground sprinkler license fee	\$25.00	\$25.00
10-544		Lobbyist registration fee	\$20.00	\$20.00
10-574		Mobile food establishment license to operate fee		
		If the license is not in connection with an existing City-based business that sells food-based products	\$50.00	\$50.00
		If the license is in connection with an existing City-based business that sells food-based products	\$50.00	\$50.00
10-574		Mobile food establishment license to operate renewal fee		
		If the license is not in connection with an existing City-based business that sells food-based products	\$50.00	\$50.00
		If the license is in connection with an existing City-based business that sells food-based products	\$50.00	\$50.00
10-599		Tree and brush trimmer license fee	\$25.00	\$25.00
10-634		Weights and measures fees		
		Annual processing fee	\$30.00	\$30.00
		Product look-up (PLU) or scanner system	\$100.00	\$100.00
		Electronic cash register (ECR) interfaced with other devices (per register)	\$30.00	\$30.00
		Scales (1-50 lbs.) (per device)	\$35.00	\$35.00
		Scales (>50 lbs. up to 1,000 lbs.) (per device)	\$30.00	\$30.00
		Sensitive scale (prescription, jewelry, precious metal) (per device)	\$60.00	\$60.00
		Vehicle scales (per device)	\$100.00	\$100.00

10-634	Livestock scales (per device)		\$100.00	\$100.00
	Auto recycling machine (per device)		\$100.00	\$100.00
	Vehicle tank meters, petroleum products (per device)		\$35.00	\$35.00
	Vehicle tank meters, lubricant products (per device)		\$35.00	\$35.00
	LMDs (per device or grade listed on dispenser)		\$30.00	\$30.00
	LMDs high output device (per device)		\$35.00	\$35.00
	LMDs marina fuel dispenser (per device)		\$30.00	\$30.00
	Coin operated timer (per device)		\$5.00	\$5.00
	Taxi cab meter (per device)		\$25.00	\$25.00
	Miscellaneous device (per hour)		\$50.00	\$50.00
	Re-inspection after follow-up compliance inspection (per inspection)		\$50.00	\$50.00
10-740	Alarm business permit fee		\$50.00	\$50.00
10-741	Alarm user permit fee			
	For an alarm user who is residential obtaining a hold-up alarm or other burglar alarm system	\$20.00		\$25.00
	For an alarm user who is not residential obtaining a hold-up alarm system or burglar alarm system, a fire alarm system, or both	\$40.00		\$40.00
10-742	False alarm on hold-up alarms			
	Premises holding a permit			
	Second false hold-up alarm	\$100.00		\$100.00
	Third false hold-up alarm	\$200.00		\$200.00
	Fourth and subsequent false hold-up alarms	\$350.00		\$350.00
	Premises without a permit			
	First false hold-up alarm	\$100.00		\$100.00
	Second false hold-up alarm	\$200.00		\$200.00
	Third and subsequent false hold-up alarms	\$350.00		\$350.00
	False alarm on alarm systems other than hold-up alarms			
	Premises holding a permit			
	Second false alarm	\$50.00		\$50.00
	Third false alarm	\$75.00		\$75.00
	Fourth false alarm	\$125.00		\$125.00
	Fifth and subsequent false alarms	\$225.00		\$250.00
	Premises without a permit			
	First false alarm	\$50.00		\$50.00
	Second false alarm	\$75.00		\$75.00
	Third false alarm	\$125.00		\$125.00
	Fourth and subsequent false alarms	\$225.00		\$250.00
<i>Chapter 16-Environment</i>				
16-40	Erosion control permit			
	One- and two-family residential			
	Single parcel	\$50.00		\$50.00
	Multi-parcel or subdivision (per parcel)	\$20.00		\$20.00
	Multi-family residential			
	Single parcel	\$50.00		\$100.00
	Multi-parcel (per parcel)	\$20.00		\$20.00
	Commercial, educational, institutional, industrial uses			
	Single parcel	\$50.00		\$100.00
	Multi-parcel (per parcel)	\$20.00		\$20.00

16-81	Fee in lieu of providing storm water management (per Equivalent Runoff Unit (ERU))	\$4,200.00	\$4,200.00
16-82	Storm water management plan permit fee	\$0.00	\$500.00
	Storm water management plan permit fee (Not to exceed the total estimated construction cost of the stormwater management practice, plus 15%.)		
	0.5 to 1.99 acres of disturbance		\$5,000.00
	2 to 4.99 acres of disturbance		\$10,000.00
	5 or more acres of disturbance		\$25,000.00
<i>Chapter 18—Fire Prevention and Control</i>			
18-66	Re-inspections for compliance with Ch. 18, Art. II, GBMC	\$50.00	\$50.00
18-93	Permit fee for the purchase and use within the City of those classes of fireworks or pyrotechnics authorized by said statute	\$200.00	\$200.00
18-93	Permit fee for the sale of fireworks within the City of those classes of fireworks authorized by statute	\$600.00	\$600.00
<i>Chapter 24-Nuisances</i>			
24-84	Unmanaged vegetative growth removal		
	Administrative charge (per parcel)	\$72.00	\$72.00
	Labor cost (per hour)	\$78.00	\$78.00
	Equipment cost (per hour)	\$74.00	\$74.00
	Minimum total charge (1/2 hour)	\$148.00	\$148.00
<i>Chapter 28-Parks and Recreation</i>			
28-3	Protection of parks and greenways		
	Encroachment fee	\$75.00	\$75.00
28-7	Metro Boat Launch		
	Daily launch fee	\$6.00	\$6.00
	Season launch pass	\$60.00	\$60.00
	Seniors season launch pass	\$50.00	\$50.00
	Commercial season launch pass	\$75.00	\$75.00
<i>Chapter 32—Solid Waste</i>			
32-2	Yard waste collection		
	Hourly rate	\$195.00	\$195.00
	Minimum fee (1/3 hour plus administrative fee)	\$85.00	\$85.00
	Administrative fee	\$20.00	\$20.00
	Bulk waste collection		
	0-3 cubic yards	\$95.00	\$95.00
	3-10 cubic yards	\$190.00	\$190.00
	10+ cubic yards	\$285.00	\$285.00
	Appliance collection		
	Refrigerators/Freezers (each)	\$45.00	\$45.00
32-2	Appliances with freon (each)	\$45.00	\$45.00
	All other appliances	\$35.00	\$35.00
	Electronics collection (each)	\$60.00	\$60.00
	Tipper carts		
	Garbage – 96 gallon (plus sales tax)	\$96.00	\$96.00
	Recycling – 96 gallon (plus sales tax)	\$100.00	\$100.00
	Improper cart storage (per violation)	\$38.00	\$38.00
	Early/Late setout (per violation)	\$61.00	\$61.00
	Recycling in garbage cart (per violation)	\$61.00	\$61.00
	Garbage in recycling cart (per violation)	\$61.00	\$61.00

32-3	Private collector's license fee		
	Per vehicle for first vehicle licensed by any person	\$25.00	\$25.00
	Per additional vehicle	\$5.00	\$5.00
<i>Chapter 34—Streets, Sidewalks, and Other Public Places</i>			
34-5	Excavation permit fee	\$50.00	\$50.00
	First 100 square feet of excavation	\$37.80	\$37.80
	Each additional 100 square feet of excavation	\$7.60	\$7.60
34-5	Permanent repair of excavated pavement		
	Asphalt streets – Administrative fee (all streets)	\$45.00	\$45.00
	Asphalt streets – Concrete base (sq yard)	\$74.00	\$74.00
	Asphalt streets – Gravel base (sq yard)	\$132.00	\$132.00
	Concrete streets – Administrative fee	\$45.00	\$45.00
	Concrete streets (sq yard)	**	**
**Actual Cost from Annual Pavement Repair Contract			
34-8	Sidewalk builder's license fee	\$25.00	\$25.00
34-14	Sidewalk snow and ice management fees		
	Base fee (per instance)	\$60.00	\$60.00
	Snow/Ice removal fee (per linear foot)	\$0.27	\$0.27
34-64	Leicht park dock fee – Cruise ship dockage		
	Per day	\$1,500.00	\$1,500.00
	Per day/evening	\$2,000.00	\$2,000.00
<i>Chapter 36--Subdivisions</i>			
36-34	Review fees		
	Preliminary city/extraterritorial subdivision plat	\$150.00	\$150.00
	Additional fee per lot/outlot	\$35.00	
	Preliminary city/extraterritorial certified survey map	\$150.00	\$250.00
	Final city/extraterritorial subdivision plat	\$100.00	\$150.00
	City/extraterritorial subdivision/CSM variance	\$100.00	\$150.00
	Preliminary condominium plat		\$250.00
36-558	Parkland development fee	\$350.00	\$350.00
36-580	Street tree fee (per tree, calculated at 1 tree per 50 linear feet of right-of-way frontage)	\$100.00	\$100.00
<i>Chapter 44--Zoning</i>			
44-82	Zoning amendment fee	\$375.00	\$375.00
44-83	Conditional use permit fee	\$375.00	\$375.00
44-112	Homebased occupation fee	\$0.00	\$0.00
44-1552	Work done without Certificate of Appropriateness (per day)	\$50.00	\$50.00
44-1580	Short Term Rental Permit – Initial	\$500.00	\$500.00
	Short Term Rental Permit – Annual Renewal	\$250.00	\$250.00
44-1890	One- and two-family residential site plan approval		
	Principal use building & site development, area smaller than \$1,000 square feet	\$25.00	\$25.00
	Principal use building & site development, area \$1,000 square feet or larger	\$50.00	\$50.00
	Accessory use building, area larger than 150 square feet only	\$25.00	\$25.00
	Fencing – new construction	\$0.00	\$0.00
	Landscaping: land-disturbing activity or new structure	\$25.00	\$25.00
	Tower structure – new construction	\$25.00	\$25.00
	New construction or replacement of driveway, parking lot/spaces, curb cut, culvert, apron	\$25.00	\$25.00
	New construction, addition, or alteration of water structure	\$25.00	\$25.00

44-1890	(swimming pool, hot tub, pond)			
	New or reconstructed subdivision or neighborhood identification signage		\$25.00	\$25.00
	Floodplain land use approval		\$50.00	\$50.00
	Shoreland/wetland land use approval		\$50.00	\$50.00
	Erosion control		\$25.00	\$25.00
	Board of Appeals application and hearing fee		\$125.00	\$125.00
	Multi-family residential site plan approval			
	Principal use building & site development			
		Base Fee	\$50.00	\$50.00
		Additional fee per 1,000 sq. feet	\$5.00	\$5.00
	Accessory use building			
		Base Fee	\$50.00	\$50.00
		Additional fee per 1,000 sq. feet	\$5.00	\$5.00
	Fencing – new construction		\$50.00	\$50.00
	Landscaping: land-disturbing activity or new structure		\$50.00	\$50.00
	Tower structure – new construction		\$50.00	\$50.00
	New construction or replacement of driveway, parking lot/spaces, curb cut, culvert, apron			
		Base Fee	\$50.00	\$50.00
		Additional fee per 1,000 sq. feet	\$5.00	\$5.00
	New construction, addition, or alteration of water structure (swimming pool, hot tub, pond)			
		Base Fee	\$50.00	\$50.00
		Additional fee per 1,000 sq. feet	\$5.00	\$5.00
	New or reconstructed subdivision or neighborhood identification signage		\$25.00	\$25.00
	Floodplain land use approval		\$50.00	\$50.00
	Shoreland/wetland land use approval		\$50.00	\$50.00
	Erosion control		\$50.00	\$50.00
	Board of Appeals application and hearing fee		\$125.00	\$125.00
	Commercial, educational, institutional, industrial use site plan approval			
		Principal use building & site development		
		Base Fee	\$50.00	\$50.00
		Additional fee per 1,000 sq. feet	\$5.00	\$5.00
44-1890	Accessory use building			
		Base Fee	\$50.00	\$50.00
		Additional fee per 1,000 sq. feet	\$5.00	\$5.00
	Fencing – new construction		\$50.00	\$50.00
	Landscaping: land-disturbing activity or new structure		\$50.00	\$50.00
	Tower structure – new construction		\$50.00	\$50.00
	New construction or replacement of driveway, parking lot/spaces, curb cut, culvert, apron		\$50.00	\$50.00
	New construction, addition, or alteration of water structure (swimming pool, hot tub, pond)		\$50.00	\$50.00
	New or reconstructed subdivision or neighborhood identification signage		\$25.00	\$25.00
	Floodplain land use approval		\$50.00	\$50.00
	Shoreland/wetland land use approval		\$50.00	\$50.00
	Erosion control		\$50.00	\$50.00
	Board of Appeals application and hearing fee		\$150.00	\$250.00
Other services				

One- and two-family residential			
	Certificate of occupancy	\$30.00	\$30.00
	Floodplain certificate	\$10.00	\$50.00
	Property compliance letter	\$30.00	\$30.00
	Reinspection fee	\$75.00	\$75.00
	Uniform dwelling code seal	\$30.00	\$30.00
	Zoning certificate (initial letter)	\$30.00	\$50.00
	Zoning certificate (reprinted)	\$10.00	\$0.00
Multi-family residential			
	Certificate of occupancy	\$30.00	\$30.00
	Floodplain certificate	\$10.00	\$50.00
	Property compliance letter	\$30.00	\$30.00
	Reinspection fee	\$50.00	\$75.00
	Zoning certificate (initial letter)	\$30.00	\$50.00
	Zoning certificate (reprinted)	\$10.00	\$0.00
Commercial, educational, institutional, industrial uses			
	Certificate of occupancy	\$50.00	\$50.00
	Business license compliance letter	\$50.00	\$50.00
	Floodplain certificate	\$10.00	\$10.00
	Property compliance letter	\$30.00	\$30.00
	Reinspection fee	\$75.00	\$75.00
	Zoning certificate (initial letter)	\$50.00	\$50.00
	Zoning certificate (reprinted)	\$10.00	\$10.00
<i>Miscellaneous</i>			
	Other miscellaneous fees may also be established by policy approved by the Council from time to time		
	Planned Unit Development and PUD Amendment fee	\$425.00	\$425.00
	Subdivision Plat – Preliminary (plus \$35.00 per outlot)	\$150.00	\$150.00
	Subdivision Plat – Final	\$150.00	\$150.00
	Condominium Plat – Preliminary (plus \$35.00 per outlot)	\$250.00	\$250.00
	Condominium Plat – Final	\$150.00	\$150.00
	Certified Survey Map (“CSM”)	\$250.00	\$250.00
	Subdivision/CSM Variance	\$150.00	\$150.00
	Postponement of Development Fees	\$100.00	\$100.00
	Development District Map Amendment	\$200.00	\$200.00
	Official Map Amendment	\$200.00	\$200.00
	Discontinuance of a Public Utility Easement	\$200.00	\$200.00
	Declare City Property “City Surplus”	\$200.00	\$200.00
	Street Name Change	\$200.00	\$200.00
	Vacate Street/Alley/Pedestrian Way	\$300.00	\$300.00
	Comprehensive Plan Amendment	\$275.00	\$275.00
	Sign – Permanent (plus \$.50 per square foot)	\$40.00	\$40.00
	Sign – Temporary	\$40.00	\$40.00
	Floodplain Determination Letter/Certificate	\$50.00	\$50.00
	Zoning Certificate – Initial	\$50.00	\$50.00
	Zoning Certificate – Reprint	\$0.00	\$0.00
	Board of Appeals Initiation – Residential (including but not limited to single-family and two-family)	\$125.00	\$125.00
	Board of Appeals Initiation – All Other	\$250.00	\$250.00
	Land Use Permit	\$50.00	\$50.00
	Temporary Use Permit	\$25.00	\$25.00

	Home Occupation	\$25.00	\$25.00
	Annexation	\$150.00	\$150.00
	Cell Tower – Buildings and Colocations	\$500.00	\$500.00
	Cell Tower – New Towers	\$1,000.00	\$1,000.00

Dated at Green Bay, Wisconsin, this _____ day of _____, 2023.

APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, Clerk
law

**RESOLUTION ADOPTING
CITY OF GREEN BAY 2024 FEE SCHEDULE**

August 22, 2023

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

That the City of Green Bay 2024 Fee Schedule, attached hereto as Exhibit A, is hereby adopted.

Adopted _____

Approved _____

Mayor _____

Clerk

law

Attachment – Exhibit A, City of Green 2024 Bay Fee Schedule

Exhibit A

CITY OF GREEN BAY

FEE SCHEDULE

<i>Code Section</i>	<i>Description</i>	<i>2024 Fee</i>
<i>Chapter 2—Administration</i>		
2-217	Municipal vehicle registration fee	\$20.00
	Exemption from the municipal vehicle registration fee for vehicles registered by the State of Wisconsin under Wis. Stats. § 341.26	\$5.00
<i>Chapter 4--Alcohol Beverages</i>		
4-6	License fees	
	Class "A" (beer)	\$400.00
	Class "B" (beer)	\$100.00
	Special event or picnic license	\$10.00
	"Class A" (liquor)	\$400.00
	"Class B" (liquor)	\$400.00
	Operator's license (two-year license)	\$50.00
	Initial issuance of a reserve "Class B" (liquor) license	\$10,000.00
	"Class C" (wine)	\$100.00
	Provisional retail license	\$15.00
	Publication fee	\$25.00
<i>Chapter 6--Animals</i>		
6-1	Animal establishment license fee	\$100.00
	For each male breeding dog	\$300.00
	For each female breeding dog	\$250.00
6-2	Dog and cat license tax	
	For a spayed male dog or cat	\$10.00
	For a spayed female dog or cat	\$10.00
	For an unneutered male dog or cat	\$30.00
	For an unneutered female dog or cat	\$30.00
	Late fee	\$5.00
	Duplicate collar tag fee	\$0.50
6-3	License fee to keep hens	\$5.00
	Late fee	\$5.00
6-11	Beekeeping annual permit fee	\$25.00
	Beekeeping initial inspection fee	\$75.00
<i>Chapter 8—Buildings and construction</i>		
8-47	One- and two-family residential construction plan approval	
	Principal-use building plan	\$50.00
	Accessory-use building plan	\$25.00
	HVAC plan – Energy (heat loss) calculations	\$0.00
	Plumbing plan – Fixture list	\$0.00
	Multi-family residential construction plan approval	
	Principal-use building plan	\$100.00
	Accessory-use building plan	\$100.00
	Sign structural plan	\$50.00
	HVAC plan – Mechanical systems plan	\$100.00
	Plumbing system plan	\$100.00
	Commercial, educational, institutional, industrial plan approval	
	Principal-use building plan	\$100.00
8-47	Accessory-use building plan	\$100.00

8-47		Sign structural plan	\$50.00
		HVAC plan – Mechanical systems plan	\$100.00
		Plumbing system plan	\$100.00
		One- and two-family residential construction permits	
		Principal or accessory building permits	
		New construction (per sq. foot)	\$0.095
		Windows/doors	\$50.00
		Move building	\$50.00
		Raze/demolish building	\$50.00
		Accessory structure building permits	
		Curb cut, culvert, driveway	\$50.00
		Landscape structures	\$50.00
		Fencing	\$50.00
		Hot tub, swimming pool	\$50.00
		Pond	\$50.00
		Satellite receiver	\$50.00
		Tower structure	\$50.00
		Subdivision or neighborhood identification signage	
		Base fee	\$40.00
		Additional fee per square foot	\$0.30
		Multi-family residential construction permits	
		Principal or accessory building permits	
		General construction; new building (per sq. ft)	\$0.135
		Roofing replacement	\$70.00
		Built-up or membrane (per sq. ft.)	\$0.01
		Siding	\$70.00
		Brick veneer (per sq. ft.)	\$0.01
		Move building	\$70.00
		Base fee	\$70.00
		Foundation area fee (per sq. ft.)	\$0.135
		Raze/demolish building	\$70.00
		Accessory structures	
		Curb cut, culvert, driveway	\$70.00
		Landscape structures	\$70.00
		Fencing	\$70.00
		Hot tub, swimming pool	\$70.00
		Pond	\$70.00
		Satellite receiver	\$70.00
		Tower structure	\$70.00
		Subdivision or neighborhood identification signage	
		Base fee	\$40.00
		Additional fee per square foot	\$0.30
		Commercial, educational, institutional, industrial use building permits	
		Principal or accessory building permits	
		General construction building group 1: New building, etc. (per sq. ft)	\$0.065
		General construction building group 2: New building, etc. (per sq. ft)	\$0.135
		Roofing replacement: building group 1 & 2	\$70.00
		Built-up or membrane (per sq. ft.)	\$0.01
		Siding	\$70.00

		Brick veneer (per sq. ft.)	\$0.01
		Move building: building group 1 & 2	
		Base fee	\$70.00
		Foundation area fee (per sq. ft.)	\$0.135
		Raze/demolish building	\$70.00
		Accessory structures	
		Curb cut, culvert, driveway	\$70.00
		Landscape structures	\$70.00
		Fencing	\$70.00
		Hot tub, swimming pool	\$70.00
		Pond	\$70.00
		Satellite receiver	\$70.00
		Tower structure	\$70.00
		Subdivision or neighborhood identification signage	
		Base fee	\$40.00
		Additional fee per square foot	\$0.30
		Temporary or mobile sign	\$30.00
8-360	One- and two-family residential plumbing permit fees		
		General plumbing (per fixture)	\$7.00
		Water service connection permit	\$30.00
		Sanitary sewer connection	\$30.00
		Storm sewer connection (each)	\$30.00
		Fire suppression system (per head) (\$70.00 minimum up to \$200.00)	\$2.50
		Lawn sprinkler system-reduced pressure valve	\$50.00
		Water heater replacement	\$30.00
		Palmer valve	\$50.00
		Back water valve	\$30.00
	Multi-family residential plumbing permit fees		
		General plumbing (per fixture)	\$7.00
		Water service connection permit	\$30.00
		Sanitary sewer connection	\$30.00
		Storm sewer connection (each)	\$30.00
		Fire suppression system (per head) (\$70.00 minimum up to \$200.00)	\$2.50
		Lawn sprinkler system-reduced pressure valve	\$70.00
		Water heater replacement	\$70.00
	Commercial, educational, institutional, industrial use plumbing permits		
		General plumbing (per fixture)	\$8.00
		Water service connection permit	\$30.00
		Sanitary sewer connection	\$30.00
		Storm sewer connection (each)	\$30.00
		Fire suppression system (per head) (\$70.00 minimum up to \$200.00)	\$2.50
		Lawn sprinkler system-reduced pressure valve	\$70.00
		Water heater replacement	\$70.00
		Sewer cap	\$70.00
8-369	Private well operation permit fee		\$100.00
8-449	Re-inspections of electrical wiring		\$75.00
8-451	One- and two-family residential electrical permits		
		General electrical system (per sq. foot)	\$0.045
		Electrical service	\$50.00
		Air conditioning addition	\$50.00
	Multi-family residential electrical permits		

	General electrical system (per sq. foot)	\$0.85
	Electrical service – initial	\$70.00
	Electrical service – each additional	\$30.00
	Air conditioning addition	\$70.00
	Commercial, educational, institutional, industrial electrical permits	
	General electric – building group 1 (per sq. foot)	\$0.045
	General electric – building group 2 (per sq. foot)	\$0.085
	Project cost \$0-\$10,000	\$70.00
	Project cost \$10,001-\$50,000	\$140.00
	Project cost \$50,001-\$100,000	\$210.00
	Project cost \$100,001-\$200,000	\$300.00
	Project cost \$200,001-\$300,000	\$400.00
	Project cost greater than \$300,000	\$500.00
	Additional fee per \$100,000 above \$300,000	\$100.00
	Internally or externally illuminated sign	\$70.00
8-629	Roominghouse/shelter facility permit fee	\$30.00
	Additional fee per dwelling unit or rooming unit	\$10.00
8-671	Penalty fee for renewal mobile home park license applications postmarked after June 30	\$25.00
8-478	One- and two-family residential mechanical (HVAC) permits	
	General HVAC system (per sq. foot)	\$0.85
	Heating unit replacement	\$50.00
	Air conditioning addition (per unit)	\$50.00
	Multi-family residential mechanical (HVAC) permits	
	General HVAC system (per sq. foot)	\$0.055
	Heating unit replacement	\$70.00
	Air conditioning addition/replacement (per unit)	\$70.00
	Commercial, educational, institutional, industrial use mechanical (HVAC) permits	
	General HVAC: ductless unit-heater systems only (per sq. foot)	\$0.045
	General HVAC: ducted or hydronic (per sq. foot)	\$0.085
	Heating unit replacement	\$70.00
	Air conditioning addition/replacement (per unit)	\$70.00
Chapter 10—Businesses		
10-19	License for the sale of each of the following or the conduct of the business or activity	
	Ambulances	
	Per vehicle for first vehicle licensed by any person	\$50.00
	Per additional vehicle	\$25.00
	Auto salvage	\$100.00
	Billiard and pool tables, gamerooms, per table or gameroom	\$5.00
	Canvasser, solicitor, peddler and transient merchants, and direct seller's investigation fee	\$5.00
	Cigarettes	\$100.00
	Junk and secondhand dealers	
	For maintaining a building, warehouse, or yard	\$50.00
	For each hand-drawn vehicle used for junk dealing	\$1.00
	For each vehicle other than hand drawn	\$3.00
	Secondhand article dealer permit	\$27.50
	Secondhand jewelry dealer permit	\$30.00
10-19	Secondhand article dealer: mall/flea market permit	\$165.00
	Parades	\$0.00

	Pawn brokers	\$210.00
	Residential building contractors	
	Initial	\$25.00
	Renewal	\$10.00
	Temporary permit	\$0.00
	Taxicab business licenses	
	For an organization which is exempt from federal income tax under IRC § 501(c)(3)	\$0.00
	For a nonprofit corporation under Wis. Stats. Ch. 181	\$0.00
	For any other person	
	For each taxicab with a capacity of seven or fewer passengers, not including the driver	\$25.00
	For each taxicab with a capacity of eight to 15 passengers, not including the driver	\$50.00
	Taxicab operator's licenses	
	For an operator employed by an organization which is exempt from federal income tax under IRC § 501(c)(3)	\$0.00
	For an operator employed by a nonprofit corporation under Wis. Stats. Ch. 181	\$0.00
	For any other person	\$50.00
10-90	Auto salvage storage permit fee	\$100.00
10-92	Newspaper vending machine permit fee	\$50.00
10-93	Parklet permit fee	\$200.00
10-140	Temporary facility license fee	\$25.00
10-142	Facility license fee	
	If the premises is not also licensed under Ch. 4, GBMC	\$75.00
	If the premises is also licensed under Ch. 4, GBMC	\$25.00
10-143	Facility operator's license fee	\$10.00
10-203	Sexually-oriented adult entertainment establishment license fee	\$750.00
10-205	Sexually-oriented adult entertainment establishment license renewal fee	\$250.00
10-210	Sexually-oriented adult entertainment establishment employee registration fee	\$30.00
10-238	Escort service application fee	\$500.00
	Escort service license fee	\$500.00
10-240	Escort service license renewal fee	\$500.00
10-243	Escort registration fee	\$25.00
10-274	Direct sales permit fee	
	Temporary (30-day)	\$100.00
	Annual	\$350.00
	Request for additional locations beyond three	\$50.00
	Request for change of location	\$10.00
	Solicitor's permit fee	
	Temporary (30-day)	\$25.00
	Annual	\$100.00
10-342	Junk dealer annual fee	\$50.00
10-344	Junk dealer daily reporting failure fee	\$10.00
10-374	Junk collector annual fee	\$3.00
10-428	Special event fee – Simple event	
	Small non-profit park event fee	
	Resident application fee	\$25.00
	Late application fee	\$25.00
10-428	First time event additional fee	\$50.00

10-428		Event location change fee	\$0.00
		Event cancellation fee	\$10.00
		Small non-profit block party	
		Resident application fee	\$25.00
		Late application fee	\$25.00
		First time event additional fee	\$50.00
		Event location change fee	\$0.00
		Event cancellation fee	\$10.00
		Special event fee – Small events	
		Athletic Event	
		Resident application fee	\$100.00
		Non-resident application fee	\$150.00
		Late application fee	\$50.00
		First time event additional fee	\$175.00
		Event location change fee	\$25.00
		Event cancellation fee	\$25.00
		All other small events	
		Resident application fee	\$50.00
		Non-resident application fee	\$75.00
		Late application fee	\$25.00
		First time event additional fee	\$88.00
		Event location change fee	\$13.00
		Event cancellation fee	\$13.00
		Special event fee – Medium events	
		Athletic Event	
		Resident application fee	\$200.00
		Non-resident application fee	\$300.00
		Late application fee	\$100.00
		First time event additional fee	\$350.00
		Event location change fee	\$50.00
		Event cancellation fee	\$50.00
		All other medium events	
		Resident application fee	\$175.00
		Non-resident application fee	\$263.00
		Late application fee	\$88.00
		First time event additional fee	\$306.00
		Event location change fee	\$44.00
		Event cancellation fee	\$44.00
		Special event fee – Large events	
		Athletic Event	
		Resident application fee	\$300.00
		Non-resident application fee	\$450.00
		Late application fee	\$150.00
		First time event additional fee	\$525.00
		Event location change fee	\$75.00
		Event cancellation fee	\$75.00
		All other large events	
		Resident application fee	\$275.00
		Non-resident application fee	\$413.00
		Late application fee	\$138.00
		First time event additional fee	\$481.00

		Event location change fee	\$69.00
		Event cancellation fee	\$69.00
		Special event fee - Small budget film/ photography	
		Resident application fee	\$25.00
		Non-resident application fee	\$38.00
		Late application fee	\$13.00
		Event location change fee	\$6.00
		Event cancellation fee	\$6.00
		Special event fee - Special hazard event	
		Resident application fee	\$500.00
		Non-resident application fee	\$750.00
		Late application fee	\$250.00
		First time event additional fee	\$875.00
		Event location change fee	\$125.00
		Event cancellation fee	\$125.00
10-458		Public vehicle business license fee	\$25.00
		Public vehicle business motor vehicle inspection fee	\$25.00
10-459		Public vehicle business operator's license fee	\$50.00
10-493		Commercial quadricycle business license fee	\$25.00
		Commercial quadricycle inspection fee	\$25.00
10-494		Commercial quadricycle operator's license fee	\$50.00
10-514		Underground sprinkler license fee	\$25.00
10-544		Lobbyist registration fee	\$20.00
10-574		Mobile food establishment license to operate fee	
		If the license is not in connection with an existing City-based business that sells food-based products	\$50.00
		If the license is in connection with an existing City-based business that sells food-based products	\$50.00
10-574		Mobile food establishment license to operate renewal fee	
		If the license is not in connection with an existing City-based business that sells food-based products	\$50.00
		If the license is in connection with an existing City-based business that sells food-based products	\$50.00
10-599		Tree and brush trimmer license fee	\$25.00
10-634		Weights and measures fees	
		Annual processing fee	\$30.00
		Product look-up (PLU) or scanner system	\$100.00
		Electronic cash register (ECR) interfaced with other devices (per register)	\$30.00
		Scales (1-50 lbs.) (per device)	\$35.00
		Scales (>50 lbs. up to 1,000 lbs.) (per device)	\$30.00
		Sensitive scale (prescription, jewelry, precious metal) (per device)	\$60.00
		Vehicle scales (per device)	\$100.00
		Livestock scales (per device)	\$100.00
		Auto recycling machine (per device)	\$100.00
		Vehicle tank meters, petroleum products (per device)	\$35.00
		Vehicle tank meters, lubricant products (per device)	\$35.00
		LMDs (per device or grade listed on dispenser)	\$30.00
		LMDs high output device (per device)	\$35.00
		LMDs marina fuel dispenser (per device)	\$30.00

	Coin operated timer (per device)	\$5.00
	Taxi cab meter (per device)	\$25.00
	Miscellaneous device (per hour)	\$50.00
	Re-inspection after follow-up compliance inspection (per inspection)	\$50.00
10-740	Alarm business permit fee	\$50.00
10-741	Alarm user permit fee	
	For an alarm user who is residential obtaining a hold-up alarm or other burglar alarm system	\$25.00
	For an alarm user who is not residential obtaining a hold-up alarm system or burglar alarm system, a fire alarm system, or both	\$40.00
10-742	False alarm on hold-up alarms	
	Premises holding a permit	
	Second false hold-up alarm	\$100.00
	Third false hold-up alarm	\$200.00
	Fourth and subsequent false hold-up alarms	\$350.00
	Premises without a permit	
	First false hold-up alarm	\$100.00
	Second false hold-up alarm	\$200.00
	Third and subsequent false hold-up alarms	\$350.00
	False alarm on alarm systems other than hold-up alarms	
	Premises holding a permit	
	Second false alarm	\$50.00
	Third false alarm	\$75.00
	Fourth false alarm	\$125.00
	Fifth and subsequent false alarms	\$250.00
	Premises without a permit	
	First false alarm	\$50.00
	Second false alarm	\$75.00
	Third false alarm	\$125.00
	Fourth and subsequent false alarms	\$250.00
Chapter 16-Environment		
16-40	Erosion control permit	
	One- and two-family residential	
	Single parcel	\$50.00
	Multi-parcel or subdivision (per parcel)	\$20.00
	Multi-family residential	
	Single parcel	\$100.00
	Multi-parcel (per parcel)	\$20.00
	Commercial, educational, institutional, industrial uses	
	Single parcel	\$100.00
	Multi-parcel (per parcel)	\$20.00
16-81	Fee in lieu of providing storm water management (per Equivalent Runoff Unit (ERU))	\$4,200.00
16-82	Storm water management plan permit fee	\$500.00
	Storm water management plan permit fee (Not to exceed the total estimated construction cost of the stormwater management practice, plus 15%.)	
	0.5 to 1.99 acres of disturbance	\$5,000.00
	2 to 4.99 acres of disturbance	\$10,000.00
	5 or more acres of disturbance	\$25,000.00
Chapter 18—Fire Prevention and Control		

18-66	Re-inspections for compliance with Ch. 18, Art. II, GBMC	\$50.00
18-93	Permit fee for the purchase and use within the City of those classes of fireworks or pyrotechnics authorized by said statute	\$200.00
18-93	Permit fee for the sale of fireworks within the City of those classes of fireworks authorized by statute	\$600.00
Chapter 24-Nuisances		
24-84	Unmanaged vegetative growth removal	
	Administrative charge (per parcel)	\$72.00
	Labor cost (per hour)	\$78.00
	Equipment cost (per hour)	\$74.00
	Minimum total charge (1/2 hour)	\$148.00
Chapter 28-Parks and Recreation		
28-3	Protection of parks and greenways	
	Encroachment fee	\$75.00
28-7	Metro Boat Launch	
	Daily launch fee	\$6.00
	Season launch pass	\$60.00
	Seniors season launch pass	\$50.00
	Commercial season launch pass	\$75.00
Chapter 32—Solid Waste		
32-2	Yard waste collection	
	Hourly rate	\$195.00
	Minimum fee (1/3 hour plus administrative fee)	\$85.00
	Administrative fee	\$20.00
	Bulk waste collection	
	0-3 cubic yards	\$95.00
	3-10 cubic yards	\$190.00
	10+ cubic yards	\$285.00
	Appliance collection	
	Refrigerators/Freezers (each)	\$45.00
32-2	Appliances with freon (each)	\$45.00
	All other appliances	\$35.00
	Electronics collection (each)	\$60.00
	Tipper carts	
	Garbage – 96 gallon (plus sales tax)	\$96.00
	Recycling – 96 gallon (plus sales tax)	\$100.00
	Improper cart storage (per violation)	\$38.00
	Early/Late setout (per violation)	\$61.00
	Recycling in garbage cart (per violation)	\$61.00
	Garbage in recycling cart (per violation)	\$61.00
32-3		
	Per vehicle for first vehicle licensed by any person	\$25.00
	Per additional vehicle	\$5.00
Chapter 34—Streets, Sidewalks, and Other Public Places		
34-5	Excavation permit fee	\$50.00
	First 100 square feet of excavation	\$37.80
	Each additional 100 square feet of excavation	\$7.60
34-5	Permanent repair of excavated pavement	
	Asphalt streets – Administrative fee (all streets)	\$45.00
	Asphalt streets – Concrete base (sq yard)	\$74.00
	Asphalt streets – Gravel base (sq yard)	\$132.00

	Concrete streets – Administrative fee	\$45.00
	Concrete streets (sq yard)	**
	**Actual Cost from Annual Pavement Repair Contract	
34-8	Sidewalk builder's license fee	\$25.00
34-14	Sidewalk snow and ice management fees	
	Base fee (per instance)	\$60.00
	Snow/Ice removal fee (per linear foot)	\$0.27
34-64	Leicht park dock fee – Cruise ship dockage	
	Per day	\$1,500.00
	Per day/evening	\$2,000.00
<i>Chapter 36--Subdivisions</i>		
36-34	Review fees	
	Preliminary city/extraterritorial subdivision plat	\$150.00
	Additional fee per lot/outlot	
	Preliminary city/extraterritorial certified survey map	\$250.00
	Final city/extraterritorial subdivision plat	\$150.00
	City/extraterritorial subdivision/CSM variance	\$150.00
	Preliminary condominium plat	\$250.00
36-558	Parkland development fee	\$350.00
36-580	Street tree fee (per tree, calculated at 1 tree per 50 linear feet of right-of-way frontage)	\$100.00
<i>Chapter 44--Zoning</i>		
44-82	Zoning amendment fee	\$375.00
44-83	Conditional use permit fee	\$375.00
44-112	Homebased occupation fee	\$0.00
44-1552	Work done without Certificate of Appropriateness (per day)	\$50.00
44-1580	Short Term Rental Permit – Initial	\$500.00
	Short Term Rental Permit – Annual Renewal	\$250.00
44-1890	One- and two-family residential site plan approval	
	Principal use building & site development, area smaller than \$1,000 square feet	\$25.00
	Principal use building & site development, area \$1,000 square feet or larger	\$50.00
	Accessory use building, area larger than 150 square feet only	\$25.00
	Fencing – new construction	\$0.00
	Landscaping: land-disturbing activity or new structure	\$25.00
	Tower structure – new construction	\$25.00
	New construction or replacement of driveway, parking lot/spaces, curb cut, culvert, apron	\$25.00
	New construction, addition, or alteration of water structure (swimming pool, hot tub, pond)	\$25.00
	New or reconstructed subdivision or neighborhood identification signage	\$25.00
	Floodplain land use approval	\$50.00
	Shoreland/wetland land use approval	\$50.00
	Board of Appeals application and hearing fee	\$125.00
	Multi-family residential site plan approval	
	Principal use building & site development	
	Base Fee	\$50.00
	Additional fee per 1,000 sq. feet	\$5.00
	Accessory use building	
	Base Fee	\$50.00

44-1890		Additional fee per 1,000 sq. feet	\$5.00
		Fencing – new construction	\$50.00
		Landscaping: land-disturbing activity or new structure	\$50.00
		Tower structure – new construction	\$50.00
		New construction or replacement of driveway, parking lot/spaces, curb cut, culvert, apron	
		Base Fee	\$50.00
		Additional fee per 1,000 sq. feet	\$5.00
		New construction, addition, or alteration of water structure (swimming pool, hot tub, pond)	
		Base Fee	\$50.00
		Additional fee per 1,000 sq. feet	\$5.00
		New or reconstructed subdivision or neighborhood identification signage	\$25.00
		Floodplain land use approval	\$50.00
		Shoreland/wetland land use approval	\$50.00
		Board of Appeals application and hearing fee	\$125.00
		Commercial, educational, institutional, industrial use site plan approval	
		Principal use building & site development	
44-1890		Base Fee	\$50.00
		Additional fee per 1,000 sq. feet	\$5.00
		<i>Accessory use building</i>	
		Base Fee	\$50.00
		Additional fee per 1,000 sq. feet	\$5.00
		Fencing – new construction	\$50.00
		Landscaping: land-disturbing activity or new structure	\$50.00
		Tower structure – new construction	\$50.00
		New construction or replacement of driveway, parking lot/spaces, curb cut, culvert, apron	\$50.00
		New construction, addition, or alteration of water structure (swimming pool, hot tub, pond)	\$50.00
		New or reconstructed subdivision or neighborhood identification signage	\$25.00
		Floodplain land use approval	\$50.00
		Shoreland/wetland land use approval	\$50.00
		Board of Appeals application and hearing fee	\$250.00
		Other services	
		One- and two-family residential	
		Certificate of occupancy	\$30.00
		Floodplain certificate	\$50.00
		Property compliance letter	\$30.00
		Reinspection fee	\$75.00
		Uniform dwelling code seal	\$30.00
		Zoning certificate (initial letter)	\$50.00
		Zoning certificate (reprinted)	\$0.00
		Multi-family residential	
		Certificate of occupancy	\$30.00
		Floodplain certificate	\$50.00
		Property compliance letter	\$30.00
		Reinspection fee	\$75.00
		Zoning certificate (initial letter)	\$50.00
		Zoning certificate (reprinted)	\$0.00
		Commercial, educational, institutional, industrial uses	
		Certificate of occupancy	\$50.00

	Business license compliance letter	\$50.00
	Floodplain certificate	\$10.00
	Property compliance letter	\$30.00
	Reinspection fee	\$75.00
	Zoning certificate (initial letter)	\$50.00
	Zoning certificate (reprinted)	\$10.00
<i>Miscellaneous</i>		
	Other miscellaneous fees may also be established by policy approved by the Council from time to time	
	Planned Unit Development and PUD Amendment fee	\$425.00
	Subdivision Plat – Preliminary (plus \$35.00 per outlot)	\$150.00
	Subdivision Plat – Final	\$150.00
	Condominium Plat – Preliminary (plus \$35.00 per outlot)	\$250.00
	Condominium Plat – Final	\$150.00
	Certified Survey Map (“CSM”)	\$250.00
	Subdivision/CSM Variance	\$150.00
	Postponement of Development Fees	\$100.00
	Development District Map Amendment	\$200.00
	Official Map Amendment	\$200.00
	Discontinuance of a Public Utility Easement	\$200.00
	Declare City Property “City Surplus”	\$200.00
	Street Name Change	\$200.00
	Vacate Street/Alley/Pedestrian Way	\$300.00
	Comprehensive Plan Amendment	\$275.00
	Sign – Permanent (plus \$.50 per square foot)	\$40.00
	Sign – Temporary	\$40.00
	Floodplain Determination Letter/Certificate	\$50.00
	Zoning Certificate – Initial	\$50.00
	Zoning Certificate – Reprint	\$0.00
	Board of Appeals Initiation – Residential (including but not limited to single-family and two-family)	\$125.00
	Board of Appeals Initiation – All Other	\$250.00
	Land Use Permit	\$50.00
	Temporary Use Permit	\$25.00
	Home Occupation	\$25.00
	Annexation	\$150.00
	Cell Tower – Buildings and Colocations	\$500.00
	Cell Tower – New Towers	\$1,000.00

Dated at Green Bay, Wisconsin, this _____ day of _____, 2023.

APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, Clerk
law



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

August 15, 2023

PREPARED BY

Diana Ellenbecker, Finance Director

AGENDA ITEM # E.4

Consideration with possible action on the acceptance of the Wisconsin Elections Commission's Election Security Subgrant program award of \$10,620.24 to be used toward purchasing redesigned absentee ballot envelopes.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

- I. Wi Election Commission security subgrant \$10,620



Wisconsin Elections Commission

201 West Washington Avenue | Second Floor | P.O. Box 7984 | Madison, WI 53707-7984
(608) 266-8005 | elections@wi.gov | elections.wi.gov

DATE: June 12, 2023

TO: Wisconsin Municipal Clerks
Wisconsin County Clerks
City of Milwaukee Election Commission
Milwaukee County Election Commission

FROM: Wisconsin Elections Commission

SUBJECT: 2023 Absentee Ballot Envelope Subgrant Reimbursement Program

1. **SUMMARY.** On March 3, 2023, the Wisconsin Elections Commission (WEC) approved the allocation of federal funds for an absentee ballot envelope subgrant program. This subgrant is provided to partially offset the costs jurisdictions incur purchasing the redesigned absentee ballot envelopes (EL-120 and EL-122) planned for approval on August 4, 2023.

2. **BACKGROUND.**

The bipartisan Commission unanimously directed the creation of new absentee ballot envelope designs in order to ensure compliance with the law. The old envelope designs do not conform with guidance from recent court orders and do not fully comply with all statutory requirements. Furthermore, the old envelope designs do not incorporate design features (adopted in other states) that make them easily identifiable to the U.S. Postal Service. For these reasons, the Commission, on April 28 and again on June 1, unanimously determined that the current EL-120 and EL-122 shall not be used in 2024.

To partially offset the cost of adopting new envelope designs, the WEC will disburse up to \$600,000 of Federal funds through the approved 2023 Absentee Ballot Envelope Subgrant Program. Each jurisdiction may receive an award calculated proportionally based on their estimated January 1, 2022, voting age population as determined by the Department of Administration Demographic Services Center.¹ The minimum award is \$20.00. A list of award amounts is attached as Appendix A.

3. **AUTHORIZED USES.** All funds received must be expended to purchase the redesigned absentee envelopes which includes both the EL-120 and EL-122.
4. **HOW DO JURISDICTIONS APPLY?** An authorized representative of each jurisdiction must complete and return a 2023 Absentee Ballot Envelope Subgrant Memorandum of Understanding (MOU)

¹ https://doa.wi.gov/Pages/LocalGovtsGrants/Population_Estimates.aspx

to the WEC at elections.finance@wi.gov. This subgrant is available to municipalities, or to counties purchasing equipment on behalf of a municipality, but only one award will be granted per municipality.

5. **QUESTIONS?** Call the WEC Help Desk at 608-261-2028 or e-mail elections.finance@wi.gov.



Wisconsin Elections Commission

201 West Washington Avenue | Second Floor | P.O. Box 7984 | Madison, WI 53707-7984
(608) 266-8005 | elections@wi.gov | elections.wi.gov

2023 ABSENTEE BALLOT ENVELOPE **SUBGRANT PROGRAM**

REQUEST FOR FUNDS & MEMORANDUM OF UNDERSTANDING

BETWEEN

THE WISCONSIN ELECTIONS COMMISSION

AND

City of Green Bay
(NAME OF MUNICIPALITY, COUNTY)

I. PARTIES

The parties to this Memorandum of Understanding (hereinafter referred to as “MOU” or “agreement”) are the Wisconsin Elections Commission (hereinafter referred to as the “WEC” or the “Commission”) and the City of Green Bay in Brown County, Wisconsin. The Commission is the state agency providing an election security subgrant of federal funds to the city. The City identified above is the entity receiving a local election security subgrant from the Commission and is referred to herein as the “receiving jurisdiction.” By signing and dating this agreement, the participating City agrees to the terms of this agreement with the Commission.

II. PURPOSE

The purpose of this MOU is to set forth the requirements that cities, villages and towns must meet to be eligible to receive an absentee ballot envelope subgrant from the Commission and the requirements for the use of the funds. The subgrant program is funded by the federal HAVA Election Security Grant which was authorized by the U.S. Congress under Section 101 of the Help America Vote Act of 2002 (P.L. 107-252) (HAVA) and provided for in the Consolidated Appropriations Act of 2023 (Public Law 117-328) and issued by the federal Election Assistance Commission. The purpose of the federal grant is to “improve the administration of elections for Federal office, including to enhance election technology and make election security improvements to the systems, equipment and processes used in federal elections” (CFDA Number 90.404; Federal Award Identification Number (FAIN) EAC-ELSEC18WI).

The purpose of the subgrant is to help improve overall election security of federal elections statewide by providing cities, villages, and towns across the State of Wisconsin with federal election security funds to safeguard and secure the integrity of the absentee voting process in federal elections.

Wisconsin Elections Commissioners

Don M. Millis, chair | Marge Bostelmann | Joseph J. Czarnecki | Ann S. Jacobs | Robert Spindell | Mark L. Thomsen

Administrator
Meagan Wolfe

III. SUBGRANT PROGRAM REQUIREMENTS

A. Introduction

The Commission's Election Security Subgrant Program ("subgrant") is intended to fund jurisdictions purchasing redesigned absentee ballot envelopes. Each jurisdiction may receive an amount determined based on their estimated January 1, 2022, voting age population as determined by the Department of Administration Demographic Services Center.¹ All funds received must be expended to purchase the redesigned absentee ballot envelopes or returned to the Commission.

B. Envelope Redesign.

At the Commission's February 2, 2023, meeting, WEC staff were directed to develop a timeline to implement a new absentee ballot envelope package that would allow for the Commission to approve the design no later than its September 20, 2023, meeting. The absentee ballot envelope package for voters includes two envelopes:

- EL-120: Absentee Ballot Mailer Envelope (outside envelope going to voter)
- EL-122: Official Absentee Ballot Application/Certification (inside envelope returning to clerk)

These envelopes were redesigned to ensure compliance with recent court decisions and the Wisconsin statutes. Old envelopes are not compliant with the law, and the Wisconsin Elections Commission unanimously voted not to permit their continued use, starting in 2024.

At the Commission's March 3, 2023, meeting, the Commission directed staff to allocate \$600,000 of federal funds towards an Absentee Ballot Envelope subgrant program, to partially offset the cost of transitioning to new absentee ballot envelopes now under development. The absentee ballot envelope performs several functions – each essential to the security of the voter's choice, and the integrity of the wider electoral process. A successful transition to the new design is therefore in the interest of all participants.

IV. FUNDING

- A. Commission staff will award subgrants based on receipt of a signed Memorandum of Understanding (MOU). Jurisdictions may receive a proportional amount of available subgrant funds based on their 2022 estimated voting age population as outlined in Appendix A. The minimum award is \$20.00.
- B. **All funds received must be expended to purchase the redesigned absentee ballot envelopes.** A county purchasing envelopes on behalf of a municipality may receive a subgrant award, however only one award will be granted per municipality. Any unused funds must be returned to the Commission by December 31, 2024.
- C. Subgrant period: **March 3, 2023 – December 31, 2024.** All costs must be incurred, including goods received, during this project period. Bids, proposals, or purchase orders are not adequate for this subgrant.

¹ https://doa.wi.gov/Pages/LocalGovtsGrants/Population_Estimates.aspx

- D. Documentation: Receipts or invoices for all subgrant expenditures, showing date and amount for all funds expended, must be retained by requesting jurisdictions for a minimum of **eight years**. A standard inventory list of all items purchased using subgrant funds must be created and maintained by the jurisdiction for purposes of any state or federal audit.
- E. Request Processing: Subgrant funds will be distributed in a timely manner after the WEC receives the completed and signed MOU from the jurisdiction. Subgrant funds will be disbursed by electronic transfer to a jurisdiction's shared revenues account (if available), or via a physical check sent to a jurisdiction's shared revenues location. For questions related to the processing of subgrant reimbursements, contact the Commission's financial team via the WEC Help Desk at 608-261-2028 or elections.finance@wi.gov.

V. SUBGRANT PROGRAM DEADLINES

To help increase overall election security across the state, the election subgrant program has established the following deadlines:

New Envelope Design Available: August/September, 2023

Application (MOU) Deadline: June 30, 2024

Return Unused Funds Deadline: December 31, 2024

VI. COMPLIANCE MONITORING, CERTIFICATION, DOCUMENTATION AND AUDIT

A. Certification.

The receiving jurisdiction shall certify (by completing the MOU) that information provided is true and correct; it has complied with all terms of the subgrant; the election security subgrant funds will be used to meet the terms of the subgrant, including to increase the accessibility of federal elections; and that any falsification of information related to the subgrant could subject the jurisdiction official to civil or criminal penalties.

B. Documentation.

The receiving jurisdiction shall maintain all documentation of purchases made using subgrant funds provided by the Commission for a minimum of eight years from the date of the expenditure or until the WEC authorizes destruction of said records. A standard inventory list of all items purchased using subgrant funds must be created and maintained by the jurisdiction for purposes of any state or federal audit. Such original purchasing documentation and inventory lists shall be retained by the receiving jurisdiction until the WEC authorizes the destruction of said records. Submission of copies of all purchasing documentation may be required by the WEC or federal auditors at any time.

C. Audit.

All subgrant funds received are subject to audit by the Commission and/or the federal government to ensure funds have been spent appropriately and in accordance with all applicable state and federal laws. Pursuant to Wis. Stat. § 5.05(11), if the federal government objects to the use of any funds provided to a county or municipality under the subgrant, the county or municipality shall repay the amount of the subgrant to the Commission.

D. Regulations.

As the receiving jurisdiction, we further certify that we will follow all state and federal laws, including adherence to all applicable federal requirements including Office of Management and Budget (OMB) guidance: Title 2 C.F.R. Subtitle A, Chapter II, Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. § 200) found here: (<https://www.govinfo.gov/app/collection/cfr/2022/>).

VII. SIGNATURES

By signing and dating this agreement the receiving jurisdiction agrees to the terms of this MOU and certifies that the information provided in this MOU is true and correct.

Receiving Jurisdiction

Signature _____ Date: ___ September 21, 2023 ___
(Authorized Representative of Jurisdiction)

Printed Name ___ Eric Genrich, Mayor ___
(Authorized Representative of Jurisdiction)

Jurisdiction Name: ___ City of Green Bay ___

County: ___ Brown ___

Jurisdiction Treasurer Name: ___ Linda Chosa ___

Jurisdiction Treasurer Mailing Address: ___ 100 N. Jefferson St., Rm. 102 ___
___ Green Bay, WI 54301 ___

Jurisdiction Clerk E-mail: ___ celestine.jeffreys@greenbaywi.gov ___

Submit completed form by June 30, 2024, to:

Wisconsin Elections Commission
201 West Washington Avenue, Second Floor
P.O. Box 7984
Madison, WI 53707-7984
elections.finance@wi.gov
Fax: 608-267-0500

HINDI	Jurisdiction	County	Percentage	Subgrant
5010	TOWN OF EATON	BROWN COUNTY	0.03%	\$ 166.16
5012	TOWN OF GLENMORE	BROWN COUNTY	0.02%	\$ 107.48
5014	TOWN OF GREEN BAY	BROWN COUNTY	0.04%	\$ 222.63
5018	TOWN OF HOLLAND	BROWN COUNTY	0.03%	\$ 159.40
5022	TOWN OF HUMBOLDT	BROWN COUNTY	0.02%	\$ 136.63
5024	TOWN OF LAWRENCE	BROWN COUNTY	0.10%	\$ 610.78
5025	TOWN OF LEDGEVIEW	BROWN COUNTY	0.14%	\$ 823.92
5026	TOWN OF MORRISON	BROWN COUNTY	0.03%	\$ 162.78
5028	TOWN OF NEW DENMARK	BROWN COUNTY	0.03%	\$ 155.10
5030	TOWN OF PITTSFIELD	BROWN COUNTY	0.05%	\$ 281.58
5034	TOWN OF ROCKLAND	BROWN COUNTY	0.03%	\$ 176.96
5036	TOWN OF SCOTT	BROWN COUNTY	0.06%	\$ 384.11
5040	TOWN OF WRIGHTSTOWN	BROWN COUNTY	0.04%	\$ 251.52
5102	VILLAGE OF ALLOUEZ	BROWN COUNTY	0.25%	\$ 1,475.69
5104	VILLAGE OF ASHWAUBENON	BROWN COUNTY	0.30%	\$ 1,770.80
5106	VILLAGE OF BELLEVUE	BROWN COUNTY	0.27%	\$ 1,634.17
5116	VILLAGE OF DENMARK	BROWN COUNTY	0.04%	\$ 229.92
5126	VILLAGE OF HOBART	BROWN COUNTY	0.17%	\$ 1,014.41
5136	VILLAGE OF HOWARD	MULTIPLE COUNTIES	0.33%	\$ 1,998.90
5171	VILLAGE OF PULASKI	MULTIPLE COUNTIES	0.06%	\$ 363.16
5178	VILLAGE OF SUAMICO	BROWN COUNTY	0.21%	\$ 1,249.41
5191	VILLAGE OF WRIGHTSTOWN	MULTIPLE COUNTIES	0.05%	\$ 293.68
5216	CITY OF DE PERE	BROWN COUNTY	0.43%	\$ 2,575.72
5231	CITY OF GREEN BAY	BROWN COUNTY	1.77%	\$ 10,620.24
6002	TOWN OF ALMA	BUFFALO COUNTY	0.00%	\$ 28.24
6004	TOWN OF BELVIDERE	BUFFALO COUNTY	0.01%	\$ 41.64
6006	TOWN OF BUFFALO	BUFFALO COUNTY	0.01%	\$ 76.38
6008	TOWN OF CANTON	BUFFALO COUNTY	0.00%	\$ 26.41
6010	TOWN OF CROSS	BUFFALO COUNTY	0.01%	\$ 35.78
6012	TOWN OF DOVER	BUFFALO COUNTY	0.01%	\$ 47.36
6014	TOWN OF GILMANTON	BUFFALO COUNTY	0.01%	\$ 43.07
6016	TOWN OF GLENCOE	BUFFALO COUNTY	0.01%	\$ 41.38
6018	TOWN OF LINCOLN	BUFFALO COUNTY	0.00%	\$ 20.00
6020	TOWN OF MAXVILLE	BUFFALO COUNTY	0.01%	\$ 31.88
6022	TOWN OF MILTON	BUFFALO COUNTY	0.01%	\$ 59.33
6024	TOWN OF MODENA	BUFFALO COUNTY	0.01%	\$ 30.84
6026	TOWN OF MONDOVI	BUFFALO COUNTY	0.01%	\$ 46.71
6028	TOWN OF MONTANA	BUFFALO COUNTY	0.00%	\$ 27.72
6030	TOWN OF NAPLES	BUFFALO COUNTY	0.01%	\$ 68.70
6032	TOWN OF NELSON	BUFFALO COUNTY	0.01%	\$ 60.25
6034	TOWN OF WAUMANDEE	BUFFALO COUNTY	0.01%	\$ 51.92
6111	VILLAGE OF COCHRANE	BUFFALO COUNTY	0.01%	\$ 42.81
6154	VILLAGE OF NELSON	BUFFALO COUNTY	0.01%	\$ 33.44
6201	CITY OF ALMA	BUFFALO COUNTY	0.01%	\$ 78.46
6206	CITY OF BUFFALO CITY	BUFFALO COUNTY	0.02%	\$ 112.55
6226	CITY OF FOUNTAIN CITY	BUFFALO COUNTY	0.01%	\$ 87.31
6251	CITY OF MONDOVI	BUFFALO COUNTY	0.05%	\$ 281.71
7002	TOWN OF ANDERSON	BURNETT COUNTY	0.01%	\$ 43.33
7004	TOWN OF BLAINE	BURNETT COUNTY	0.00%	\$ 22.64



Wisconsin Elections Commission

201 West Washington Avenue | Second Floor | P.O. Box 7984 | Madison, WI 53707-7984
(608) 266-8005 | elections@wi.gov | elections.wi.gov

DATE: May 2, 2023

TO: City of Milwaukee Election Commission
Milwaukee County Election Commission
Wisconsin County Clerks
Wisconsin Municipal Clerks

FROM: Wisconsin Elections Commission Staff

SUBJECT: Absentee Envelope Redesign Update

1. Summary.

On April 28, the Commission unanimously approved several aspects of the absentee envelope redesign project:

- The EL-120 absentee mailer envelope (carrying the ballot to the voter) and EL-122 absentee application and certificate envelope (carrying the ballot back to the clerk) **will continue to utilize the #14 and #12 envelope sizes.**
- The finalized envelope design is planned to be **approved on August 4, 2023.**
- The envelope design was approved as statutorily compliant, however please note, the design is not yet finalized or approved for use.
- The new envelope designs **must be in use by the 2024 Spring February Primary. Previous iterations of the absentee envelopes shall not be used again after a new design is approved.** The current design can be used for special elections in 2023, if those special elections are held prior to the implementation of the new design.

2. Timeline.

The project will now move into phase two, where the focus will shift to testing and refining the envelope design with input from voters and election officials. Additionally, the uniform instructions will be adjusted and presented to the Commission in June 2023.

3. Funding.

A subgrant to partially offset the costs of the transition to the new envelopes was approved by the Commission on March 4. Clerks can expect to receive more information on a subgrant in the coming weeks. The subgrant may not exceed \$600,000.

4. Questions.

Email the HelpDesk at elections@wi.gov or call (608)261-2028.

Wisconsin Elections Commissioners

Don M. Millis, chair | Marge Bostelmann | VACANT | Ann S. Jacobs | Robert Spindell | Mark L. Thomsen

Administrator
Meagan Wolfe

Official Absentee Ballot Certificate & Application			
Voter Information (required)		<u> I </u> <u> I </u> Date of Election (mm/dd/yyyy)	
☐ city ☐ Village ☐ Town Name			
Name (Last, First, Middle)			
Street Address			
County		City	
State	Zip	Ward (If known)	Aid. Dist (If known)

This envelope is only for 1--regular by-mail; 2--indefinitely confined AB requests, and 3 IPAV

Voter must complete this section
I certify, subject to the penalties for false statements of Wis. Stat§ 12.60(1)(b), that • I am a resident of the ward or of the aldermanic district of the municipality in the county of the state of Wisconsin indicated hereon OR I am entitled to vote in the ward or aldermanic district at the election indicated hereon • I am not voting at any other location in this election • I am unable or unwilling to appear at the polling place in the ward on election day, or I have changed my residence within the state from one ward to another less than 28 days before the election • I displayed the ballot unmarked to the witness and in the presence of no other person marked the ballot and enclosed and sealed it in this envelope in a manner that no one but myself and an assistant under s. 6.87 t5), if I requested assistance, could know how I voted • I further certify that I requested this ballot
X Voter Signature
Certification of Assistant (If applicable) I certify that the voter is unable to sign their name due to a physical disability and that I signed the voter's name at the direction and request of the voter Assistant Signature

2-1

This section is a great improvement. Clearly marked where the voter signs. Separate assistant signature from the witness signature.

2-2

Witness must complete this section
I the undersigned witness, subject to the penalties for false statements of Wis. Stat. § 12.60(1)(b), certify that • I am an adult U.S. citizen • The above statements are true and the voting procedure was executed as stated • I am not a candidate for any office on the enclosed ballot (except in the case of an incumbent municipal clerk). • I did not solicit or advise the elector to vote for or against any candidate or measure
Witness Printed Name
X Witness Signature
Witness Address (Number, Street Name, Municipality)

2-5

The witness section is separated and made very clear. The witness address elements have been clarified.

Official Use Only		
Clerk Initial Here	Voter exempt from or has met PQ requirement	Voted in clerk's office

2-3

Clerk initials at the bottom; will also check if for IPAV

Absentee Ballot Return Envelope

Ballot must
arrive by 8 p.m.
on Election Day

Clerk First Lastname
City of Sampletown
456 Example Blvd Suite 789
Sampletown, WI 54321



FIRST
CLASS
POSTAGE
REQUIRED

Deadline
clear

2-4

Clerk First Lastname
City of Sampletown
456 Example Blvd Suite 789
Sampletown, WI 54321

Official Absentee Ballot Certificate				CSOJ
Voter Information (required)		<i>I</i> <i>I</i> Date of Election (mm/dd/yyyy)		
☐ City ☐ Village ☐ Town Name				
Name (Last, First, Middle)				
Street Address				
County		City		
State	Zip	Ward (If known)	Aid. Dist (If known)	

An important update is separation of the different types of AB voters. This envelope is only for care facilities.

Voter must complete this section
I certify, subject to the penalties for false statements of Wis. Stat. § 1260(1)(b), that • I am a resident of the ward or of the aldermanic district of the municipality in the county of the state of Wisconsin indicated hereon OR I am entitled to vote in the ward or aldermanic district at the election indicated hereon • I am not voting at any other location in this election • I am unable or unwilling to appear at the polling place in the ward on election day, or I have changed my residence within the state from one ward to another less than 28 days before the election • I displayed the ballot unmarked to the witness and in the presence of no other person marked the ballot and enclosed and sealed it in this envelope in a manner that no one but myself and an assistant under s. 6.87 (5), if I requested assistance, could know how I voted
X Voter Signature
Certification of Assistant (If applicable) I certify that the voter is unable to sign their name due to a physical disability and that I signed the voter's name at the direction and request of the voter
X Assistant Signature

3-1

Again, the voter signature is clearly demarcated and is accompanied by the assistant signature.

3-2

SVDs must complete this section	
I the undersigned witness, subject to the penalties for false statements of Wis. Stat. § 12.60(1)(b), certify that: • I am an adult U.S. citizen • The above statements are true and the voting procedure was executed as stated • I am not a candidate for any office on the enclosed ballot (except in the case of an incumbent municipal clerk). • I did not solicit or advise the elector to vote for or against any candidate or measure. • I further certify that the name and address of the voter is correct as shown	
X Deputy #1 Signature	X Deputy #2 Signature
Deputy #1 Printed Name	Deputy #2 Printed Name
Deputy #1 Address (Number, Street Name, Municipality)	Deputy #2 Address (Number, Street Name, Municipality)

3-4

This section makes clear where each SVD must sign.

Absentee Ballot Return Envelope

For Special
Voting Deputies
Only



3-3

Clerk First Lastname
City of Sampletown

These aren't mailed.

Official Absentee Ballot Certificate

(UOC-AV-A)

Voter Information (required)

I I
Date of Election (mm/dd/yyyy)

- ☐ City
☐ Village
☐ Town Name

Name (Last, First, Middle)

Street Address

County

City

State

Zip

Ward
(If known)

Aid. Dist
(If known)

Voter must complete this section

I certify, subject to the penalties for false statements of Wis. Stat. § 12.60(1)(b), that

- I am a resident of the ward or of the aldermanic district of the municipality in the county of the state of Wisconsin indicated hereon OR I am entitled to vote in the ward or aldermanic district at the election indicated hereon
- I am not voting at any other location in this election
- I am unable or unwilling to appear at the polling place in the ward on election day, or I have changed my residence within the state from one ward to another less than 28 days before the election
- I displayed the ballot unmarked to the witness and in the presence of no other person marked the ballot and enclosed and sealed it in this envelope in a manner that no one but myself and an assistant under s. 6.87 (5), if I requested assistance, could know how I voted

X

Date of
Birth

I I

Voter Signature

(Military and overseas Voters Only)

Certification of Assistant (If-applicable)

I certify that the voter is unable to sign their name due to a physical disability and that I signed the voter's name at the direction and request of the voter

Assistant signature

Witness must complete this section

I the undersigned witness, subject to the penalties for false statements of Wis. Stat. § 12.60(1)(b), certify that:

- I am an adult
- The above statements are true and the voting procedure was executed as stated
- I am not a candidate for any office on the enclosed ballot (except in the case of an incumbent municipal clerk).
- I did not solicit or advise the elector to vote for or against any candidate or measure

Witness Printed Name

X

Witness Signature

Witness Address (Number, Street Name, Municipality)

+++ Official Use Only +++

Clerk Initial Here (Required)

Voter exempt
from or has met
POI requirement

4-3

Military and overseas voters have to include their DOB. It is very clearly marked, and is accompanied by the assistant signature.

4-1

4-2

Witness signature is also clearly marked.

4-5

Clerk initials at the bottom and a verification of POI.

Absentee Ballot Return Envelope

4-6 Ballot must
arrive by 8 p.m.
on Election Day

Clerk First Last Name
City of Samptown, WI
456 Example Blvd Suite 789
Samptown, WI 54321



Deadline clear

4-4

Clerk First Last Name
City of Samptown
456 Example Blvd Suite 789
Samptown, WI 54321



4-7

FIRST
CLASS
POSTAGE
REQUIRED

PAR AVION
AIRMAIL

OFFICIAL ABSENTEE BALLOTING MATERIAL - FIRST-CLASS MAIL

NO POSTAGE NECESSARY IN THE U.S. MAIL - DMM-703.8.0

Mailing side for military
or overseas.