



AGENDA OF THE FINANCE COMMITTEE

TUESDAY, JANUARY 14, 2025, 4:30 PM

In person at City Hall, Room 207.

Virtual attendance also available via Zoom.

Immediately following Personnel Committee.

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.

C. Approval of the Agenda.

1. Approval of the Finance Committee agenda for the Tuesday, January 14, 2025 meeting.

D. Approval of Minutes.

1. Approval of the Finance Committee minutes from the December 10, 2024, meeting.

E. Regular Business.

1. Consideration with possible action to approve the contract extension with Axon Enterprise, Inc for the Green Bay Police Body Camera and Taser Program for a five (5) year commitment through 2030. Total cost for this is \$4,125,000.00.
2. Consideration with possible action to approve ordering of 2026 and 2027 Department of Public Works equipment to secure build slots for future years.
3. Consideration with possible action to approve contingency amendment resolution for \$4,000

for the Human Resources 2025 operating budget for the Employee Resource Center 2025 fees.

4. Consideration with possible action to release the City lien and forgivable equity investment pursuant to Moski Corporation development agreement 21-04 for property located at 1420 S Huron Road as all the requirements have been met.
5. Consideration with possible action to approve a 90-day extension of the planning option to Gerarden Fabrication and Design for 5 acres of land located on Erie Road, Parcel 21-199.
6. Consideration with possible action to approve a 90-day extension to planning option to Smet Construction Services for 15 acres of land located on Erie Road, Parcel 21-199.
7. Consideration with possible action to approve accepting a grant award of \$916,000 in federal funding through the US Dept. of Transportation Safe Streets and Roads for All (SS4A) initiative with \$229,000 city match.
8. Consideration with possible action regarding a budget amendment resolution for unbudgeted overtime for special events.
9. Consideration with possible action on a request by Ald. Proffitt to refer to staff to explore feasibility of an additional line on the printed city tax bill for the Green Bay Area Public School District (GBAPS) to distinguish the voucher dollars over which they have no financial oversight.

F. Informational.

1. 2024 Contingency Account: 138,788.00
2025 Contingency Account: \$100,000.00
2. The next Finance Committee meeting will be held on January 28, 2025, 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

January 14, 2025

PREPARED BY

AGENDA ITEM # E.1

Consideration with possible action to approve the contract extension with Axon Enterprise, Inc for the Green Bay Police Body Camera and Taser Program for a five (5) year commitment through 2030. Total cost for this is \$4,125,000.00.

BACKGROUND

In the packet the PowerPoint reflects the new contract.

These items may diminish to recover those costs:

FLOCK – expiring contract end of 2025. FLOCK - \$106k/year (2024).

Dictation/Records personnel – the unlimited transcribed minutes – officers could use this feature for creating details instead of staff typing audio files. (possible records personnel)

3rd party storage – large servers used by computer forensics store large files at PD, this would be cloud storage (less cost for large storage servers)

3rd party video playback – ease of retrieval and files would load right from the cloud. This one is a bit more difficult to navigate for cost savings, but will get more focus set.

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. Axon Contract Amendment 2025 Finance Request 1-14-2025
2. GreenBayPD_31Dec24_Signed



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

Phone 920.448.3047
Fax 920.448.3050

1/06/2025

Finance Committee 1/14/2025.

Consideration and possible action to approve the Contract Amendment for continuation/extension of the City of Green Bay Police Body Camera – Taser Programs. The programs are set to expire in November 2025. Included proposal shows a five (5) year commitment to continue the program through 2030. Total cost for this is \$4,125,000.00 this total does not include the \$620,000.00 for 2025 this was accounted for in a previous approval. This new Amendment will combine the Six (6) Various Axon Contracts and the Taser 7 Contract into one comprehensive contract. The City of Green Bay Police is going to accept the Proposed Tech option. Parent Contract will be added as a supplement document.

Thomas J. Walenski

Respectfully Submitted,

Thomas J. Walenski
Procurement Manager
City of Green Bay



AXON

Green Bay Police Department

Current Program

Green Bay Police Department has 6 contracts they hold with Axon: 5-year primary camera and TASER 7 contract as well as multiple add-on contracts. New contract brings them all together

January 15, 2021 – January 14, 2026
(Product arrived Late Dec 2020)

Additional Products	
Fleet 2 with Wi-Fi Offload	50
Interview Rooms	6
Axon Air	
Fusus	
Zoll	
Dedrone	

Current Program	
Number of Contracts	6
Body Worn Cameras (April 2021)	AB4: 190 / MBD: 24 / SBD: 11
Evidence.com Licenses	Professional: 200 / Basic: 0
TASER	T7: 190
All Cartridges, Batteries, Training	✓
Two BWC Hardware Upgrades	✓
Unlimited Axon Storage	✓
Auto Tagging	✓
Performance	✓
Respond (BWC GPS)	✓
Respond+ (BWC Livestreaming)	✓
Signal Sidearm	✓
Redaction Assistant	✓
3 rd Party Video Playback	
Standards Licenses	✓
My90 Surveys	
Virtual Reality	
Auto Transcription	
3 rd Party Storage	95,000 GB
Records Licenses	✓

Current Uses: April 2021 to January 6th, 2025

System usage

License limits

PRO LICENSES	212	BASIC LICENSES	8	A LA CARTE STORAGE	95500 GB	UNLIMITED STORAGE	?
10	remaining	6	remaining	87226.2 GB	remaining	134984.5 GB	used
202	used	2	used	8273.8 GB	used		

Auto-Transcribe minutes

23,320 minutes total | Pro and Records minutes renew every calendar year

PRO	23320
23320	remaining
0	used
359 DAYS	expiring

Evidence added (last 30 days)

Type	Size (+)	Size (-)	Net Size (+/-)
Total	-1.41 TB	0 MB	-1.41 TB
Video	-1.42 TB	0 MB	-1.42 TB
Audio	366.09 MB	0 MB	366.09 MB
Other	8.38 GB	0 MB	8.38 GB

Evidence storage

Type	Size
Total	107.48 TB
Video	102.5 TB
Audio	18.49 GB
Other	4.96 TB

User summary

Type	Count
Total	414
Active	201
Inactive	211
Invited	2

Current Uses:

(April 2021 to current)

- System wide evidence storage – 415k pieces of digital evidence
- Body Worn Camera (AB4) and Fleet 2 (outdated)
- Auto-tagging with CAD – helps alleviate videos not have proper incident number
- Standards
 - Initiated 2023 due to discovering we have this but were not using it
 - To date – using this for Complaint process (2024), Use of force (April 15, 2024), Injury, Drug Screen tracking, Veh Collision and Pursuit forms (May 15, 2024)

Standards benefits: Work flow tracking, record keeping, analytics (just developing), employee information system (EIS), trend development, file storage of standards cases

Green Bay Police Dept. | Executive Summary

Executive Summary – Current Products	
Auto Tagging	Auto Tagging automatically tags Axon body-worn & fleet camera videos with correlating metadata from your CAD or RMS system.
Respond- BWC GPS & Livestreaming	Axon Respond leverages real-time situational capabilities of GPS plus the ability to live-stream into the BWC for better situational awareness. Axon Body 4 allows the Officer to request live-streaming access using the “Watch Me” feature for enhanced Office Safety. You can also offload critical incidents out in the field without needing to dock or plug in the camera.
Standards Licenses	Axon Standards is our use of force reporting software that leverages the connected devices from Axon (Body 4 cameras & TASER 10) to pre-populate data that are used for creating internal affairs investigations. This also tracks TASER 10 effectiveness when gaining compliance without deploying the weapon using the built-in accelerometer.
Signal Sidearm	A smart sensor that attaches to an officer’s holster to trigger Axon body-worn cameras within 30’ range to start recording automatically when an officer’s weapon is drawn. This can be configured 1:1 or all Axon BWC in the vicinity.
Performance	Axon Performance automates body-worn camera policy reviews and provides actionable, up to date compliance information, such as camera use during calls for service, with an intuitive metrics dashboard and shareable reporting capabilities. This service extracts patterns of behavior from your Evidence.com data to improve agency review processes, guide policy updates, and identify opportunities for officer training and development. <u>Combined with Auto Transcription</u> , you can surface videos for supervisor review with hate speech or where activations of a BWC occurred from a Signal Sidearm or Taser 10 activation took place.
Redaction Assistant	Redaction Assistant is a powerful add-on to the Evidence.com Redaction Studio. Redaction Assistant speeds up the redaction process by automating redactions for common objects like faces, license plates, and video screens (e.g., MDT screens). Audio redaction can now automate word redacting throughout a recording.
Community Request	Axon Community Request allows agencies to engage the community in efforts to investigate crimes and preserve public safety. Agencies can launch public portals from Evidence.com to collect digital evidence submissions from members of the public, those submissions are screened for viruses and categorized automatically, so agencies can review potential evidence files safely and quickly.
3 rd Party Storage	Allows you to store all data regardless of the source (doesn’t just have to be Axon devices).
Records Licenses	The OSP10 Premium package includes a free five-year license for Axon Records for every OSP10+ or OSP10 Premium license purchased, but additional Professional Services fees will need to be scoped.

Green Bay Police Dept. | Executive Summary

Executive Summary – Potential Products – Page 1/2	
TASER10	Increased connectivity makes the TASER system faster and more efficient. These elegant automations can help reduce the administrative time devoted to an agency's TASER program by as much as 75%.
3rd Party Video Playback	Axon's 3rd Party Playback helps agencies review propriety video files natively in Evidence.com without having to download a separate media player. We can account for 95%+ of proprietary video file formats & continue to improve as new formats are discovered.
Virtual Reality	Axon VR Training is completely portable and can be used anytime, anywhere. This solution includes three core components: • Community Engagement Training - Focused on developing skills, empathy and de-escalation tactics for engaging with individuals in scenarios involving mental health, trauma, peer intervention and more. • Simulator - Enables trainees to practice and refine skills with a limitless number of variables introduced during drills and increasingly complex scenarios. Also includes beginner, intermediate, and advanced firing ranges on TASER 10 and Firearm for limitless repetitions and to build muscle memory. • Academy – A library of supplemental e-learning courses designed to strengthen the skills learned in Community Engagement and Simulator Training.
Channel Services	Axon's Channel Services allows for up to three additional data sources to be integrated with Evidence.com. This includes our professional services team to help migrate the data over so that the appropriate metadata & associated evidence maps over accordingly.
My90 Engagement Surveys	• Post-Contact Surveys: Automatically send callers short surveys about agency interactions High response rates from automated surveys help you optimize community engagement • Public Surveys: Engage community members on social media and agency websites Deploy at events like National Night Out and Coffee with a Cop Easily satisfy CALEA accreditation requirements • Officer Surveys: Collect candid feedback to reduce burnout and support officer wellness All surveys are confidential and independently managed
Auto Transcription & Dictation	This artificial intelligence-based transcription services to help officers dictate their reports in the field and identify key words in <u>all</u> video footage (not just BWC). This data can then be used for court-ready documents, once verified by personnel, and is what helps us identify the key words in Axon Performance when flagging videos for supervisors to review. This saves agencies tremendous amounts of time by allowing them to go right to that point in the video to see who said what, and complete investigations more quickly.
Draft One	Axon Draft One is a revolutionary new software product that drafts high-quality police report narratives in seconds based on auto-transcribed body-worn camera audio. Draft One leverages Generative Artificial Intelligence (AI) and includes a range of critical safeguards, requiring every report to be reviewed and approved by a human officer, ensuring accuracy and accountability of the information before reports are submitted.
3rd Party Storage	Allows you to store all data regardless of the source (doesn't just have to be Axon devices). Unlimited option is available.

Fusus Real-Time Crime Center

Fusus is a technology-agnostic platform that aggregates live video, data and sensor feeds from virtually any source and renders it via a map-based real-time crime center interface. Fusus enhances situational awareness and investigative capabilities of law enforcement and public safety agencies.

Fusus makes it simple for owners of private CCTV systems to opt-in to providing law enforcement and public safety agencies access to live-streaming and recorded video from public spaces, enhancing the safety of shopping malls, retailers, educational institutions, office buildings, and more.

Axon’s integration to Fusus adds more real time information, providing officer locations and live video feeds from Axon Body 4, Axon Fleet 3, and Axon Air connected drones in the Real-Time Crime Center in the Cloud to provide agencies with better real-time operations situational awareness.

Fleet 3 records the best-quality evidence from its Dual-View Camera. It also gives every vehicle ALPR capabilities, which means 8X more coverage for the same spend as traditional systems. Plus, real-time situational awareness features including alerts, live maps and video/audio streaming help leaders and dispatchers maintain visibility into what officers are facing in the field. It’s a 3-in-1 that will change how agencies think about in-car solutions, all part of the Axon network.

Fleet 3

Features and Benefits

- Dual-View Camera: Panoramic video camera captures clear video evidence, and 4K ALPR camera with edge AI processing covers 3 lanes of traffic.
- Interior Camera: Capture from below occupant’s knee to above their head, with color in well-lit conditions and infrared illumination for night view.
- ALPR Hotlist Alerts: Configurable MDC alerts help officers get notified about important plates without losing focus.
- **Livestreaming** and Location Updates: Axon Respond for devices enables leaders to receive alerts, and view vehicle location and livestreams in real-time.
- Fleet Hub: Includes secure solid-state storage, wireless communications, and garage- and tunnel-friendly location systems. Footage is uploaded even without the MDC over LTE or Wi-Fi.
- Fleet Dashboard App: One simple interface for ALPR alerts, camera control, preview and tagging of evidence, and zoom.
- Wireless Activation: Compatible with Axon Signal, which activates cameras based on certain events including light bar activation, speed threshold, and other configurable triggers.
- BWC Pairing & Upload: Pairs wirelessly with any Axon body camera, and router connection can upload footage wirelessly.
- Video Recall: Retains last 24 hours of video for each camera so critical footage can be retrieved remotely and no evidence is missed.
- Multi-Cam Playback: Watch up to four in-car or BWC videos recorded at a scene using Axon Evidence, with videos automatically associated based on device proximity.

Zoll AED

1,000 cardiac arrests occur daily in the United States. Every minute after onset of a cardiac arrest, probability of survival drops 10%.
Axon is partnering with Zoll to provide lifesaving tools for law enforcement. Zoll. Is a medical technology company focused on improving public safety outcomes. Zoll AEDs provide a toll for officers to provide high-quality CPR and defibrillation on both adults and children prior to EMS arrival, improving survival outcomes for those suffering from cardiac arrest and traumatic injury.

Green Bay Police Dept.

Early Contract Renewal

We recommend the Officer Safety Plan 10 with Fleet 3 Advanced proposal for modernizing technology, streamlining administrative functions, and future-proofing Green Bay Police Department for the next 5 years.

In-Car (50)	Current Tech	Proposed & Full Tech
Systems	Fleet 2 Basic	Fleet 3 Advanced
Routers	R1900 (5G)	R1900 (5G)
Livestreaming		✓
ALPR		Do we want? FLOCK

Additional Products	
Interview Rooms	6
Axon Air	
Dedrone	

	Current Tech	Proposed Tech	Full Tech
Number of Contracts	1	1	1
Body Worn Cameras	AB4: 190	AB4: 190	AB4: 190
Evidence.com Licenses	Pro: 220	Pro: 220	Pro: 220
TASER CEW	TASER7: 190	TASER10: 190	TASER10: 190
All Cartridges, Batteries, Training	✓	✓	✓
Two BWC Hardware Upgrades	✓	✓	✓
Unlimited Axon Storage	✓	✓	✓
Auto Tagging	✓	✓	✓
Respond+ (BWC GPS & Livestreaming)	✓	✓	✓
Standards Licenses	✓	✓	✓
Signal Sidearm	✓	✓	✓
Performance	✓	✓	✓
Redaction Assistant	✓	✓	✓
3 rd Party Video Playback (Limits need for IFSU)		✓	✓
Community Request	✓	✓	✓
Virtual Reality			✓
Channel Services			1
My90 Engagement Surveys			✓
Auto-Transcription & Dictation		✓	✓
Draft One			✓
3 rd Party Storage (Replace ED need)	95,000 GB	Unlimited	Unlimited
Records Licenses			✓
Fusus Real-Time Crime Center			✓

Future needs - cost savings in other areas

- Fleet 3 with 5g routers – Fleet 2 has reached close to end of life. TAP refresh next year, automatically sends Fleet 3 at no cost under current contract. ALPR potential with new contract, but necessary with FLOCK?
- 10 additional standards licenses – we are seeing an increasing need for more needed access within the system. This would be to account for growth during the next 6 years.
- 3rd party video playback - Axon's 3rd Party Playback helps agencies review propriety video files natively in Evidence.com without having to download a separate media player. We can account for 95%+ of proprietary video file formats & continue to improve as new formats are discovered. (Removes burden from ISFU to find CODEC's and also ends search for other software)
- 3rd party storage - Allows you to store all data regardless of the source (doesn't just have to be Axon devices). This would apply to phone extractions, and any other dumps of data, otherwise stored on external drive sources.
- Taser 7's - reach end of warranty in early 2026. Upgrading to Taser10 comes with training plan and training commitment due to being much different than its predecessor. Could do this in early 2025, draft concerns.

Green Bay Police Department

Proposed Contract Pricing

	Current Tech	Proposed Tech	Full Tech
Year 1 - 2025	\$620,000	\$620,000	\$620,000
Year 2 - 2026	\$728,000 17.5% ish	\$938,000 50% ish	\$1,389,000
Year 3 - 2027	\$728,000	\$938,000	\$1,389,000
Year 4 - 2028	\$728,000	\$938,000	\$1,389,000
Year 5 - 2029	\$728,000	\$938,000	\$1,389,000
Year 6 - 2030	\$728,000	\$938,000	\$1,389,000
Total	\$4,260,000	\$5,310,000	\$7,565,000

2025: Installation of Fleet 3 with 5G Routers

Proposed Tech:

2025: Installation of Fleet 3 with 5G Routers

ALPR (reduce if not wanted \$40,000/year)

Livestreaming for Cars (reduce if not wanted \$10,000/year)

10 Additional licenses for Evidence.com (\$5,000/year)

3rd Party Video Playback (\$25,000/year - included in bid)

Unlimited Auto-Transcribe (\$50,000/year - included in bid)

Unlimited 3rd Party Storage (\$75,000/year - included in bid)

2026: Deployment of TASER10 (avoiding 2025 due to NFL Draft)

10 Additional licenses for Evidence.com

Available Additions: Fusus at \$150,000/year

Draft One (AI) at \$165,000/year to Proposed Tech
or \$215,000/year to Current Tech

Final numbers – justified with other areas of change

- Fleet 3 ALPR – will we continue with Flock for post 2025?
- Live Streaming Fleet 3 cameras – have not had ability, AB4's do have
 - Looking at saving time and personnel:
 - Records – dictation needs decrease (less personnel?)
 - IFSU – finding codec for various videos imported into system (\$9k startup, \$2k/yr 'amped')
 - Detective – no longer needing IFSU so frequently to find codec
 - Danelski – UFED files could be stored in e.com instead of inhouse servers

	Current Tech	Proposed Tech	Full Tech
Year 1 - 2025	\$620,000	\$620,000	\$620,000
Year 2 - 2026	\$728,000 17.5% ish	\$825,000	\$1,389,000
Year 3 - 2027	\$728,000	\$825,000	\$1,389,000
Year 4 - 2028	\$728,000	\$825,000	\$1,389,000
Year 5 - 2029	\$728,000	\$825,000	\$1,389,000
Year 6 - 2030	\$728,000	\$825,000	\$1,389,000
Total	\$4,260,000	\$4,745,000	\$7,565,000

Green Bay Police Department

Potential Cost of Waiting: 2024 vs. 2025

	Execution in 2024	Execution in 2025* 7.5% compounding rate of increase
Year 1 - 2025	\$620,000	\$620,000
Year 2 - 2026	\$938,000	\$1,009,000
Year 3 - 2027	\$938,000	\$1,009,000
Year 4 - 2028	\$938,000	\$1,009,000
Year 5 - 2029	\$938,000	\$1,009,000
Year 6 - 2030	\$938,000	\$1,009,000
5-Year Total	\$5,310,000	\$5,665,000

GBPD can save **\$355,000** by executing a contract in Jan of 2025,
which is the equivalent of **more than 4.5 months** in contract value.

*Note: Future pricing is estimated on a 7.5% annual compounding rate of increase. We do not know future pricing.

Green Bay Police Department

1/15/2025 – 1/14/2031

One Complete Digital Ecosystem

Continuation of current Body-Worn Cameras and TASER 7 for 1 year

190 Body-Worn Camera + TASER 10 Certification Bundles

- Body-worn camera refreshes every 2.5 years
- In-car camera refresh
- TASER batteries and training cartridges
- TASER Unlimited duty cartridges
- TASER Instructor and Master Instructor Vouchers
- On-Site Training
- Auto-tagging
- Performance
- Respond GPS & Livestreaming
- Signal Sidearm
- Redaction Assistant
- 3rd Party Video Playback
- Unlimited Transcription & Dictation
- Unlimited 3rd Party Storage

50 Fleet 3 Advanced with 5G Routers

Full Warranty on all Axon Hardware for 6 years



	Annual Payments
January 2025	\$620,000
January 2026	\$825,000
January 2027	\$825,000
January 2028	\$825,000
January 2029	\$825,000
January 2030	\$825,000
January 2031	\$825,000
Total	\$4,745,000



First Amendment to the Master Services and Purchasing Agreement

This First Amendment (“**Amendment**”) is between Axon Enterprise, Inc. (f/k/a Taser International, Inc.), a Delaware corporation (“**Axon**”), and the Green Bay Police Department (WI) (“**Agency**” or “**Customer**”). This Amendment is effective as of the last signature date on this Amendment (“**Effective Date**”). Axon and Customer are each a “**Party**” and collectively “**Parties**”.

Axon and Customer are Parties to the Master Services and Purchasing Agreement by and between Axon Enterprise, Inc. and the Green Bay Police Department (WI), dated December 15, 2020 (the “**Agreement**”).

The Parties wish to incorporate further changes into the Agreement in order to expand the scope of offered products.

The Parties therefore agree as follows:

1. The Agreement is hereby updated to incorporate the following references:
 - a. Any reference to "Axon Aware" shall mean "Axon Respond."
 - b. Any reference to "Axon Citizen for Communities" shall mean "Axon Community Request."
 - c. Any reference to "Axon Body 3" or "AB3" shall also mean "Axon Body 4" or "AB4," when and as applicable.
 - d. Any reference under the Agreement to "TASER 7" or "OSP 7" shall also mean "TASER 10" and/or "OSP 10," except for any reference under the TASER Device Appendix or under any applicable Quote, which should only refer to the TASER product cited therein.
2. Section 7.4.2 is hereby deleted in its entirety and replaced with the following:
 - a. Axon's cumulative liability under this Agreement to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon product or service will not exceed the value of this Agreement. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.
3. The following language is added in as Section 7.5 of the Agreement:
 - a. **Disclaimer.** All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.
4. Section 13 – Indemnification is hereby deleted in its entirety and replaced with the following:
 - a. **Indemnification.** Axon agrees to indemnify, defend and hold harmless the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all third party suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any omission, fault, or negligence, whether active or passive, of Axon, any contractor or subcontractor performing work on behalf of Axon, or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The



First Amendment to the Master Services and Purchasing Agreement

obligation to indemnify, defend and hold harmless the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable except to the extent liability results from the negligence, error or omission, or willful misconduct of the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers. Axon shall reimburse the City of Green Bay, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. This indemnity provision shall survive the termination or expiration of this Agreement.

5. Section 16 – Agency Responsibilities is deleted in its entirety and replaced with the following:
 - a. **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Axon Devices; (b) Customer or an end user's breach of this Agreement or violation of applicable law; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
6. The following language is added in as Section 23 to the Agreement:
 - a. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.
7. The attached documents are hereby incorporated into the Agreement:
 - a. Cloud Services Terms of Use Appendix (*Replaces previous Cloud Services Terms of Use Appendix*)
 - b. ACEIP Appendix
 - c. Professional Services Appendix (*Replaces previous Professional Services Terms of Use Appendix*)
 - d. Technology Assurance Plan Appendix
 - e. TASER Device Appendix (*Replaces previous TASER 7 Appendix*)
 - f. Auto-Transcribe Appendix
 - g. Application Programming Interface Appendix
 - h. Advanced User Management Appendix
 - i. Investigate Appendix
 - j. Events Appendix
 - k. Quote Q-604925-45617.961JB
8. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

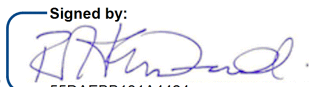


**First Amendment to the Master
Services and Purchasing Agreement**

Each representative identified below declares that they are an authorized representative of the respective Party with authority to execute this Amendment as of the date of signature.

Axon Enterprise, Inc.

Green Bay Police Department (WI)

Signed by:

Signature: 55DAE8B131A4424...

Signature: Chris Davis

Name: Robert Driscoll

Name: Chris Davis

Title: Deputy General Counsel

Title: _____

Date: 12/31/2024 | 11:47 AM MST

Date: Dec 31, 2024



First Amendment to the Master Services and Purchasing Agreement

Axon Cloud Services Terms of Use Appendix

Definitions.

- a. **"Customer Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.
- b. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by a Customer. Evidence is a subset of Customer Content.
- c. **"Non-Content Data"** is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.
- d. **"Provided Data"** means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
- e. **"Transformed Data"** means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

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

Customer Owns Customer Content. Customer controls and owns all right, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

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

Customer Responsibilities. Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer end user's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI generated reports. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to Axon Cloud Services.

- a. Customer will also maintain the security of end usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the



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configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.

Privacy. Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

Axon Body Wi-Fi Positioning. Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.

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

For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Customer is prohibited from storing data for other law enforcement agencies; and (iii) Customer may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Customer Content created by Axon Devices or Evidence.com.

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

Suspension. Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.

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

TASER Data Science Program. Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall



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own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. **The Data Science report is provided "as is" and without any warranty of any kind.**

In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

Axon Records. Axon Records is the software-as-a-service product that is generally available at the time Customer purchases an OSP 7 or OSP 10 bundle. During Customer's Axon Records Subscription Term, if any, Customer will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

- a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")
- b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
- c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Customer purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Customer.
- d. Users of Axon Records at the Customer may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

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

- a. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
- b. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
- c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
- d. use Axon Cloud Serves as a service bureau, or as part of an Customer infrastructure as a service;
- e. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
- f. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
- g. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
- h. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.



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Draft One Axon may impose usage restrictions if a single user generates more than one hundred (100) reports per month for two or more consecutive months.

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

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

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

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



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Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Customer Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Customer will be a participant in ACEIP Tier 1. If Customer does not want to participate in ACEIP Tier 1, Customer can revoke its consent at any time. If Customer wants to participate in Tier 2, as detailed below, Customer can check the ACEIP Tier 2 box below. If Customer does not want to participate in ACEIP Tier 2, Customer should leave box unchecked. At any time, Customer may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Customer Content for the ACEIP Purposes, Axon will extract from Customer Content and may store separately copies of certain segments or elements of the Customer Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Customer Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Customer from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Customer request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Customer may revoke the consent granted herein to Axon to access and use Customer Content for ACEIP Purposes. Within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Customer. In addition, if Axon uses Customer Content for the ACEIP Purposes, upon request, Axon will make available to Customer a list of the specific type of Customer Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Customer Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Customer notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Customer with a mechanism to obtain notice of that update or another commercially reasonable method to Customer designated contact) ("**New Use Case**").
 - 2.2. **Expiration of ACEIP Tier 1.** Customer consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Customer's request,

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



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Axon will no longer access or use Customer Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Customer.

3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Customer wants to help further improve Axon's services, Customer may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Customer Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Customer wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Customer into ACEIP Tier 2 until Axon and Customer agree to terms in writing providing for such participation in ACEIP Tier 2.



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Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full Service options include:

System set up and configuration • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Customer need • Register cameras to Customer domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access • One on-site session included
Dock configuration • Work with Customer to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Customer • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

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



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

- 4. Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.
- 5. CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration - Configure Axon Evidence categories & custom roles based on Customer need. - Troubleshoot IT issues with Axon Evidence. - Register users and assign roles in Axon Evidence. For the CEW Full Service Package: On-site assistance included For the CEW Starter Package: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout
Best practice implementation planning session to include: - Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies - Discuss the importance of entering metadata and best practices for digital data management - Provide referrals to other agencies using TASER CEWs and Axon Evidence For the CEW Full Service Package: On-site assistance included For the CEW Starter Package: Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training - Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs. For the CEW Full Service Package: Training for up to 3 individuals at Customer For the CEW Starter Package: Training for up to 1 individual at Customer
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.



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Post go-live review

For the CEW Full Service Package: On-site assistance included.

For the CEW Starter Package: Virtual assistance included.

6. Smart Weapon Transition Service. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs

Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Customer is replacing with newer Smart Weapon models.

Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Customer with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. VR Services Package. VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon VR headset content
- Configure Customer settings based on Customer need
- Troubleshoot IT issues with Axon VR headset

Axon instructor training (Train the Trainer)

Training for up to five (5) Customer's in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. Axon Air, On-Site Training. Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer's requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon Air App (ASDS)
- Configure Customer settings based on Customer need
- Configure drone controller
- Troubleshoot IT issues with Axon Evidence

Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. Axon Air, Virtual Training. Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. Signal Sidearm Installation Service.



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- a. **Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.
 - b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.
 - 11. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
 - 12. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon personnel to Customer premises as work hours.
 - 13. **Access Computer Systems to Perform Services.** Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.
 - 14. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it
 - 15. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Customer to have accepted the professional services.
 - 16. **Customer Network.** For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.



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Technology Assurance Plan Appendix

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

1. **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan.** If Customer purchases an Officer Safety Plan ("**OSP**"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
4. **TAP BWC Upgrade.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon dock.
5. **TAP Dock Upgrade.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon dock bay configuration unless a new Axon dock core is required for BWC compatibility. If Customer originally purchased a single-bay Axon dock, the Dock Upgrade will be a single-bay Axon dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon dock, the Dock Upgrade will be a multi-bay Axon dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change.** If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within thirty (30) days of receiving a BWC or Dock Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
9. **Termination.** If Customer's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3. Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.



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TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7/10, OSP 7/10, OSP Plus, or OSP 7/10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion however Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other device or service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
3. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
4. **Trade-in.** If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

<u>Customer Size</u>	<u>Days to Return from Start Date of TASER 10 Subscription</u>
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER Device Subscription Term.** The TASER Device Subscription Term for a standalone TASER Device purchase begins on shipment of the TASER Device. The TASER Device Subscription Term for OSP 7/10 begins on the OSP 7/10 start date.
6. **Access Rights.** Upon Axon granting Customer a TASER Device Axon Evidence subscription, Customer may access and use Axon Evidence for the storage and management of data from TASER Devices devices during the TASER Device Subscription Term. Customer may not exceed the number of end users the Quote specifies.
7. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement Customer transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.



First Amendment to the Master Services and Purchasing Agreement

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10. **Termination**. If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:
- 10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
 - 10.2. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriations, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.
 - 10.3. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.



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Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Customer purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Customer. If Customer purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Customer.
 - 1.1. If Customer cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.
2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Customer a set number of minutes, Customer may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Customer will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Customer additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Customer by Axon.
3. **Axon Unlimited Transcribe.** Upon Axon granting Customer an Unlimited Transcribe subscription to Axon Auto-Transcribe, Customer may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.
4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.



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Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services is included on the Quote.

1. **Definitions.**

- 1.1. **"API Client"** means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.
- 1.2. **"API Interface"** means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or Axon API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Customer's data enabled by the supported API functionality.

2. **Purpose and License.**

- 2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.
- 2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.
- 2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration.** Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

4. **Customer Responsibilities.** When using API Service, Customer and its end users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;



First Amendment to the Master Services and Purchasing Agreement

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- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
 - 4.11. disclose Axon's API manual.
 - 5. **API Content.** All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:
 - 5.1. the design, structure and naming of API Service fields in all responses and requests;
 - 5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;
 - 5.3. the structure of and relationship of API Service resources; and
 - 5.4. the design of API Service, in any part or as a whole.
 - 6. **Prohibitions on API Content.** Neither Customer nor its end users will use API content returned from the API Interface to:
 - 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 6.3. misrepresent the source or ownership; or
 - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
 - 7. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.



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Advanced User Management Appendix

This Appendix applies if Axon Advanced User Management is included on the Quote.

1. **Scope.** Advanced User Management allows Customer to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.
2. **Advanced User Management Configuration.** Customer will work independently to configure Customer's Advanced User Management for Customer's applicable Use. Upon request, Axon will provide general guidance to Customer, including documentation that details the setup and configuration process.



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Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Customer a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Customer any right to enhancements or updates, but if such are made available to Customer and obtained by Customer they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Customer agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Customer terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use.** Customer may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Customer may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Customer may not rent, lease, sublicense, grant a security interest in or otherwise transfer Customer's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Term.** For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Customer fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Customer.
5. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Customer with title or ownership of the Software, but only a right of limited use.
6. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Customer may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Customer. If Customer receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Customer to use the copy of media on an additional server.
7. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Customer agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Customer ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Customer's computer or computer system, Customer agrees not to access such media for the purpose of recovering the Software or online Software Documentation.
8. **Export Controls.** None of the Software, Software Documentation or underlying information may be



First Amendment to the Master Services and Purchasing Agreement

downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.

9. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and Customer supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.



First Amendment to the Master Services and Purchasing Agreement

Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

1. **General.** Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
2. **Attendee/Employee Selection.** Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
3. **Compliance.** It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.
4. **Assignability.** Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
5. **Availability.** The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
6. **Revocation of Offer.** Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations.



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-604925-45617.961JB

Issued: 11/21/2024

Quote Expiration: 12/31/2024

Estimated Contract Start Date: 01/15/2025

Account Number: 106256

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Green Bay Police Dept. - WI 307 S Adams St Green Bay, WI 54301-4515 USA	Green Bay Police Dept. - WI 307 S Adams St Green Bay WI 54301-4515 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Julie Bosack Phone: 312-576-2829 Email: jbosack@axon.com Fax:	Rick Belanger Phone: 9206391179 Email: rickbe@greenbaywi.gov Fax:

Quote Summary

Program Length	72 Months
TOTAL COST	\$4,745,000.00
ESTIMATED TOTAL W/ TAX	\$4,745,000.00

Discount Summary

Average Savings Per Year	\$213,817.97
TOTAL SAVINGS	\$1,282,907.83

Payment Summary

Date	Subtotal	Tax	Total
Dec 2024	\$620,000.00	\$0.00	\$620,000.00
Dec 2025	\$825,000.00	\$0.00	\$825,000.00
Dec 2026	\$825,000.00	\$0.00	\$825,000.00
Dec 2027	\$825,000.00	\$0.00	\$825,000.00
Dec 2028	\$825,000.00	\$0.00	\$825,000.00
Dec 2029	\$825,000.00	\$0.00	\$825,000.00
Total	\$4,745,000.00	\$0.00	\$4,745,000.00

Quote Unbundled Price:	\$6,027,907.83
Quote List Price:	\$5,511,493.23
Quote Subtotal:	\$4,745,000.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100552	TRANSFER CREDIT - GOODS	1			\$1.00	(\$47,581.89)	(\$47,581.89)	\$0.00	(\$47,581.89)
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	(\$5,637.07)	(\$5,637.07)	\$0.00	(\$5,637.07)
M00010	BUNDLE - OFFICER SAFETY PLAN 10	190	60	\$258.84	\$216.65	\$224.63	\$2,560,782.00	\$0.00	\$2,560,782.00
Fleet3ARe	Fleet 3 Advanced Renewal	50	60	\$213.58	\$189.57	\$189.57	\$568,710.00	\$0.00	\$568,710.00
BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	11	60	\$13.11	\$12.40	\$13.18	\$8,698.80	\$0.00	\$8,698.80
B00020	BUNDLE - UNLIMITED	190	12	\$113.75	\$130.00	\$130.00	\$296,400.00	\$0.00	\$296,400.00
A la Carte Hardware									
72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	51			\$2,695.00	\$0.00	\$0.00	\$0.00	\$0.00
100769	AXON SIGNAL - SIDEARM LITERATURE AND SCREWDRIVER PACK	5			\$2.99	\$2.99	\$14.95	\$0.00	\$14.95
R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	50	60		\$3,363.00	\$56.05	\$168,150.00	\$0.00	\$168,150.00
A la Carte Software									
100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	190	72		\$33.47	\$0.00	\$0.00	\$0.00	\$0.00
50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	72		\$33.69	\$33.69	\$4,851.36	\$0.00	\$4,851.36
11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	50			\$213.00	\$213.00	\$10,650.00	\$0.00	\$10,650.00
20248	AXON TASER - EVIDENCE.COM LICENSE	192	12		\$5.20	\$5.20	\$11,980.80	\$0.00	\$11,980.80
50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	6	72		\$28.82	\$28.82	\$12,450.24	\$0.00	\$12,450.24
80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	50	12		\$20.80	\$20.80	\$12,480.00	\$0.00	\$12,480.00
73638	AXON STANDARDS - LICENSE	25	72		\$11.08	\$11.08	\$19,944.00	\$0.00	\$19,944.00
80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	100	12		\$17.70	\$17.70	\$21,240.00	\$0.00	\$21,240.00
80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	50	12		\$59.00	\$59.00	\$35,400.00	\$0.00	\$35,400.00
50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	72		\$114.16	\$114.16	\$49,317.12	\$0.00	\$49,317.12
85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	190	72		\$23.05	\$8.50	\$116,304.70	\$0.00	\$116,304.70
73682	AXON EVIDENCE - AUTO TAGGING LICENSE	190	72		\$11.08	\$11.08	\$151,574.40	\$0.00	\$151,574.40
73739	AXON PERFORMANCE - LICENSE	190	72		\$11.08	\$11.08	\$151,574.40	\$0.00	\$151,574.40
73618	AXON COMMUNITY REQUEST	190	72		\$11.08	\$11.08	\$151,574.40	\$0.00	\$151,574.40
73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	190	72		\$11.08	\$11.08	\$151,574.40	\$0.00	\$151,574.40
ProLicense	Pro License Bundle	30	72		\$44.33	\$44.22	\$95,515.20	\$0.00	\$95,515.20
A la Carte Services									
99901	AXON ACCELERATE CONFERENCE REGISTRATION	12			\$849.00	\$0.00	\$0.00	\$0.00	\$0.00
100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1			\$3,000.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	190	12		\$2.70	\$2.70	\$6,156.00	\$0.00	\$6,156.00
85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1			\$6,786.00	\$6,786.43	\$6,786.43	\$0.00	\$6,786.43
11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	190	72		\$11.08	\$11.08	\$151,574.40	\$0.00	\$151,574.40

A la Carte Warranties

73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	5	35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	3	12	\$7.45	\$7.45	\$268.20	\$0.00	\$268.20
80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	11	12	\$4.28	\$4.28	\$564.96	\$0.00	\$564.96
80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	228	12	\$0.50	\$0.50	\$1,368.00	\$0.00	\$1,368.00
80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	51	12	\$9.35	\$9.35	\$5,722.20	\$0.00	\$5,722.20
50448	AXON INTERVIEW - EXT WARRANTY	6	36	\$28.10	\$28.10	\$6,069.60	\$0.00	\$6,069.60
80395	AXON TASER 7 - EXT WARRANTY - HANDLE	196	12	\$7.45	\$7.45	\$17,522.40	\$0.00	\$17,522.40
Total						\$4,745,000.00	\$0.00	\$4,745,000.00

Delivery Schedule**Hardware**

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
CRADLEPOINT R1900 SINGLE MODEM KIT	100145	AXON FLEET - AIRGAIN ANT - 7-IN-1 WH 4LTE/5G 2WIFI 1GNSS	50	1	12/15/2024
CRADLEPOINT R1900 SINGLE MODEM KIT	100146	AXON FLEET - CRADLEPOINT R1900-5GB-GA+5YR NETCLOUD	50	1	12/15/2024
CRADLEPOINT R1900 SINGLE MODEM KIT	100469	AXON FLEET 3 - SIM INSERTION - ATT FIRSTNET	50	1	12/15/2024
A la Carte	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	51	1	12/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	190	2	12/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	6	2	12/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	6	1	12/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	190	1	12/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	16	1	12/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	9	1	12/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	1	12/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	100399	AXON TASER 10 - CARTRIDGE - LIVE	3800	1	12/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	1140	1	12/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	100401	AXON TASER 10 - CARTRIDGE - INERT	300	1	12/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	190	1	12/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	4	1	12/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	190	1	12/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	20018	AXON TASER - BATTERY PACK - TACTICAL	6	1	12/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	20018	AXON TASER - BATTERY PACK - TACTICAL	33	1	12/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	20018	AXON TASER - BATTERY PACK - TACTICAL	190	1	12/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	2	1	12/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	2	1	12/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	380	1	12/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	2	1	12/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	3	1	12/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	3	1	12/15/2025
A la Carte	100769	AXON SIGNAL - SIDEARM LITERATURE AND SCREWDRIVER PACK	5	1	12/15/2025
Body Worn Camera Single-Bay Dock TAP Bundle	73313	AXON BODY - TAP REFRESH 1 - DOCK SINGLE BAY	11	1	04/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	73309	AXON BODY - TAP REFRESH 1 - CAMERA	196	1	04/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	24	1	04/01/2026

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - OFFICER SAFETY PLAN 10	100399	AXON TASER 10 - CARTRIDGE - LIVE	570	1	12/15/2026
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	1520	1	12/15/2026
BUNDLE - OFFICER SAFETY PLAN 10	100399	AXON TASER 10 - CARTRIDGE - LIVE	570	1	12/15/2027
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	1520	1	12/15/2027
BUNDLE - OFFICER SAFETY PLAN 10	100399	AXON TASER 10 - CARTRIDGE - LIVE	570	1	12/15/2028
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	1520	1	12/15/2028
Body Worn Camera Single-Bay Dock TAP Bundle	73314	AXON BODY - TAP REFRESH 2 - DOCK SINGLE BAY	11	1	04/01/2029
BUNDLE - OFFICER SAFETY PLAN 10	73310	AXON BODY - TAP REFRESH 2 - CAMERA	196	1	04/01/2029
BUNDLE - OFFICER SAFETY PLAN 10	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	24	1	04/01/2029
BUNDLE - OFFICER SAFETY PLAN 10	100399	AXON TASER 10 - CARTRIDGE - LIVE	570	1	12/15/2029
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	1520	1	12/15/2029
Fleet 3 Advanced Renewal	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	50	1	12/15/2029
Fleet 3 Advanced Renewal	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	1	1	12/15/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - UNLIMITED	73638	AXON STANDARDS - LICENSE	190	01/15/2025	01/14/2026
BUNDLE - UNLIMITED	73680	AXON RESPOND PLUS - LICENSE	190	01/15/2025	01/14/2026
BUNDLE - UNLIMITED	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1900	01/15/2025	01/14/2026
BUNDLE - UNLIMITED	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	190	01/15/2025	01/14/2026
BUNDLE - UNLIMITED	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	01/15/2025	01/14/2026
BUNDLE - UNLIMITED	73746	AXON EVIDENCE - ECOM LICENSE - PRO	190	01/15/2025	01/14/2026
Fleet 3 Advanced Renewal	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	50	01/15/2025	01/14/2030
Fleet 3 Advanced Renewal	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	50	01/15/2025	01/14/2030
Fleet 3 Advanced Renewal	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	100	01/15/2025	01/14/2030
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	90	01/15/2025	01/14/2031
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	30	01/15/2025	01/14/2031
A la Carte	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	190	01/15/2025	01/14/2031
A la Carte	11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	50		
A la Carte	20248	AXON TASER - EVIDENCE.COM LICENSE	192	01/15/2025	01/14/2026
A la Carte	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	6	01/15/2025	01/14/2031
A la Carte	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	01/15/2025	01/14/2031
A la Carte	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	01/15/2025	01/14/2031
A la Carte	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	190	01/15/2025	01/14/2031
A la Carte	73618	AXON COMMUNITY REQUEST	190	01/15/2025	01/14/2031
A la Carte	73638	AXON STANDARDS - LICENSE	25	01/15/2025	01/14/2031
A la Carte	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	190	01/15/2025	01/14/2031
A la Carte	73739	AXON PERFORMANCE - LICENSE	190	01/15/2025	01/14/2031
A la Carte	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	190	01/15/2025	01/14/2031
BUNDLE - OFFICER SAFETY PLAN 10	101180	AXON TASER - DATA SCIENCE PROGRAM	190	01/15/2026	01/14/2031
BUNDLE - OFFICER SAFETY PLAN 10	20248	AXON TASER - EVIDENCE.COM LICENSE	2	01/15/2026	01/14/2031
BUNDLE - OFFICER SAFETY PLAN 10	20248	AXON TASER - EVIDENCE.COM LICENSE	190	01/15/2026	01/14/2031
BUNDLE - OFFICER SAFETY PLAN 10	73638	AXON STANDARDS - LICENSE	190	01/15/2026	01/14/2031
BUNDLE - OFFICER SAFETY PLAN 10	73680	AXON RESPOND PLUS - LICENSE	190	01/15/2026	01/14/2031
BUNDLE - OFFICER SAFETY PLAN 10	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1900	01/15/2026	01/14/2031
BUNDLE - OFFICER SAFETY PLAN 10	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	190	01/15/2026	01/14/2031
BUNDLE - OFFICER SAFETY PLAN 10	73746	AXON EVIDENCE - ECOM LICENSE - PRO	190	01/15/2026	01/14/2031
BUNDLE - OFFICER SAFETY PLAN 10	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	01/15/2026	01/14/2031

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	50	01/15/2030	01/14/2031
A la Carte	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	50	01/15/2030	01/14/2031
A la Carte	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	100	01/15/2030	01/14/2031

Services

Bundle	Item	Description	QTY
BUNDLE - OFFICER SAFETY PLAN 10	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	190
BUNDLE - OFFICER SAFETY PLAN 10	101193	AXON TASER - ON DEMAND CERTIFICATION	1
Fleet 3 Advanced Renewal	73392	AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)	50
A la Carte	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1
A la Carte	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	190
A la Carte	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	190
A la Carte	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1
A la Carte	99901	AXON ACCELERATE CONFERENCE REGISTRATION	12

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - UNLIMITED	80464	AXON BODY - TAP WARRANTY - CAMERA	6	01/15/2025	01/14/2026
BUNDLE - UNLIMITED	80464	AXON BODY - TAP WARRANTY - CAMERA	190	01/15/2025	01/14/2026
BUNDLE - UNLIMITED	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	24	01/15/2025	01/14/2026
A la Carte	50448	AXON INTERVIEW - EXT WARRANTY	6	01/15/2025	01/14/2028
A la Carte	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	5	01/15/2025	12/14/2027
A la Carte	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	228	01/15/2025	01/14/2026
A la Carte	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	196	01/15/2025	01/14/2026
A la Carte	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	3	01/15/2025	01/14/2026
A la Carte	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	11	01/15/2025	01/14/2026
Fleet 3 Advanced Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	1	12/15/2025	01/14/2030
Fleet 3 Advanced Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	50	12/15/2025	01/14/2030
Body Worn Camera Single-Bay Dock TAP Bundle	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	11	01/15/2026	01/14/2031
BUNDLE - OFFICER SAFETY PLAN 10	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	190	12/15/2026	01/14/2031
BUNDLE - OFFICER SAFETY PLAN 10	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	6	12/15/2026	01/14/2031
BUNDLE - OFFICER SAFETY PLAN 10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	33	12/15/2026	01/14/2031
BUNDLE - OFFICER SAFETY PLAN 10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	190	12/15/2026	01/14/2031
BUNDLE - OFFICER SAFETY PLAN 10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	6	12/15/2026	01/14/2031
BUNDLE - OFFICER SAFETY PLAN 10	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	12/15/2026	01/14/2031
BUNDLE - OFFICER SAFETY PLAN 10	80464	AXON BODY - TAP WARRANTY - CAMERA	190	12/15/2026	01/14/2031
BUNDLE - OFFICER SAFETY PLAN 10	80464	AXON BODY - TAP WARRANTY - CAMERA	6	12/15/2026	01/14/2031
BUNDLE - OFFICER SAFETY PLAN 10	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	24	12/15/2026	01/14/2031
A la Carte	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	51	01/15/2030	01/14/2031

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	307 S Adams St	Green Bay	WI	54301-4515	USA
2	307 S Adams St	Green Bay	WI	54301-4515	USA

Payment Details

Dec 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	190	\$0.00	\$0.00	\$0.00
Annual Payment 1	100769	AXON SIGNAL - SIDEARM LITERATURE AND SCREWDRIVER PACK	5	\$0.84	\$0.00	\$0.84
Annual Payment 1	11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	50	\$600.75	\$0.00	\$600.75
Annual Payment 1	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	190	\$8,550.02	\$0.00	\$8,550.02
Annual Payment 1	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	6	\$702.30	\$0.00	\$702.30
Annual Payment 1	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$273.66	\$0.00	\$273.66
Annual Payment 1	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	\$2,781.89	\$0.00	\$2,781.89
Annual Payment 1	50448	AXON INTERVIEW - EXT WARRANTY	6	\$342.38	\$0.00	\$342.38
Annual Payment 1	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	190	\$8,550.05	\$0.00	\$8,550.05
Annual Payment 1	73618	AXON COMMUNITY REQUEST	190	\$8,550.05	\$0.00	\$8,550.05
Annual Payment 1	73638	AXON STANDARDS - LICENSE	25	\$1,125.01	\$0.00	\$1,125.01
Annual Payment 1	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	190	\$8,550.05	\$0.00	\$8,550.05
Annual Payment 1	73739	AXON PERFORMANCE - LICENSE	190	\$8,550.05	\$0.00	\$8,550.05
Annual Payment 1	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	190	\$6,560.54	\$0.00	\$6,560.54
Annual Payment 1	ProLicense	Pro License Bundle	30	\$5,387.85	\$0.00	\$5,387.85
Year 1	Fleet3ARe	Fleet 3 Advanced Renewal	50	\$113,742.00	\$0.00	\$113,742.00
Year 1	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	50	\$33,630.00	\$0.00	\$33,630.00
Year 1 Costs	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	\$3,000.00	\$0.00	\$3,000.00
Year 1 Costs	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	190	\$6,156.00	\$0.00	\$6,156.00
Year 1 Costs	20248	AXON TASER - EVIDENCE.COM LICENSE	192	\$11,980.80	\$0.00	\$11,980.80
Year 1 Costs	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	51	\$0.00	\$0.00	\$0.00
Year 1 Costs	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	228	\$1,368.00	\$0.00	\$1,368.00
Year 1 Costs	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	196	\$17,522.40	\$0.00	\$17,522.40
Year 1 Costs	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	3	\$268.20	\$0.00	\$268.20
Year 1 Costs	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	50	\$12,480.00	\$0.00	\$12,480.00
Year 1 Costs	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	50	\$35,400.00	\$0.00	\$35,400.00
Year 1 Costs	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	100	\$21,240.00	\$0.00	\$21,240.00
Year 1 Costs	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	11	\$564.96	\$0.00	\$564.96
Year 1 Costs	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	51	\$5,722.20	\$0.00	\$5,722.20
Year 1 Costs	B00020	BUNDLE - UNLIMITED	190	\$296,400.00	\$0.00	\$296,400.00
Invoice Upon Fulfillment	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	5	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	50	\$0.00	\$0.00	\$0.00
Total				\$620,000.00	\$0.00	\$620,000.00

Jan 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	99901	AXON ACCELERATE CONFERENCE REGISTRATION	12	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Dec 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	190	\$0.00	\$0.00	\$0.00
Annual Payment 2	100769	AXON SIGNAL - SIDEARM LITERATURE AND SCREWDRIVER PACK	5	\$2.93	\$0.00	\$2.93
Annual Payment 2	11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	50	\$2,086.00	\$0.00	\$2,086.00
Annual Payment 2	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	190	\$29,688.60	\$0.00	\$29,688.60
Annual Payment 2	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	6	\$2,438.61	\$0.00	\$2,438.61
Annual Payment 2	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$950.23	\$0.00	\$950.23
Annual Payment 2	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	\$9,659.65	\$0.00	\$9,659.65
Annual Payment 2	50448	AXON INTERVIEW - EXT WARRANTY	6	\$1,188.84	\$0.00	\$1,188.84
Annual Payment 2	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	190	\$29,688.59	\$0.00	\$29,688.59
Annual Payment 2	73618	AXON COMMUNITY REQUEST	190	\$29,688.59	\$0.00	\$29,688.59
Annual Payment 2	73638	AXON STANDARDS - LICENSE	25	\$3,906.39	\$0.00	\$3,906.39
Annual Payment 2	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	190	\$29,688.59	\$0.00	\$29,688.59
Annual Payment 2	73739	AXON PERFORMANCE - LICENSE	190	\$29,688.59	\$0.00	\$29,688.59
Annual Payment 2	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	190	\$22,780.38	\$0.00	\$22,780.38
Annual Payment 2	ProLicense	Pro License Bundle	30	\$18,708.38	\$0.00	\$18,708.38
Year 2	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	11	\$1,739.77	\$0.00	\$1,739.77
Year 2	Fleet3ARe	Fleet 3 Advanced Renewal	50	\$113,742.00	\$0.00	\$113,742.00
Year 2	M00010	BUNDLE - OFFICER SAFETY PLAN 10	190	\$512,156.39	\$0.00	\$512,156.39
Year 2	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	50	\$33,630.00	\$0.00	\$33,630.00
Year 2 Upfront Services	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$6,786.43	\$0.00	\$6,786.43
Invoice Upon Fulfillment	100552	TRANSFER CREDIT - GOODS	1	(\$47,581.89)	\$0.00	(\$47,581.89)
Invoice Upon Fulfillment	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$5,637.07)	\$0.00	(\$5,637.07)
Total				\$825,000.00	\$0.00	\$825,000.00

Jan 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	M00010	BUNDLE - OFFICER SAFETY PLAN 10	190	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Dec 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	190	\$0.00	\$0.00	\$0.00
Annual Payment 3	100769	AXON SIGNAL - SIDEARM LITERATURE AND SCREWDRIVER PACK	5	\$2.28	\$0.00	\$2.28
Annual Payment 3	11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	50	\$1,625.13	\$0.00	\$1,625.13
Annual Payment 3	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	190	\$23,129.37	\$0.00	\$23,129.37
Annual Payment 3	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	6	\$1,899.83	\$0.00	\$1,899.83
Annual Payment 3	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$740.29	\$0.00	\$740.29
Annual Payment 3	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	\$7,525.50	\$0.00	\$7,525.50
Annual Payment 3	50448	AXON INTERVIEW - EXT WARRANTY	6	\$926.19	\$0.00	\$926.19
Annual Payment 3	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	190	\$23,129.36	\$0.00	\$23,129.36
Annual Payment 3	73618	AXON COMMUNITY REQUEST	190	\$23,129.36	\$0.00	\$23,129.36
Annual Payment 3	73638	AXON STANDARDS - LICENSE	25	\$3,043.34	\$0.00	\$3,043.34
Annual Payment 3	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	190	\$23,129.36	\$0.00	\$23,129.36
Annual Payment 3	73739	AXON PERFORMANCE - LICENSE	190	\$23,129.36	\$0.00	\$23,129.36
Annual Payment 3	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	190	\$17,747.41	\$0.00	\$17,747.41
Annual Payment 3	ProLicense	Pro License Bundle	30	\$14,575.06	\$0.00	\$14,575.06
Year 3	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	11	\$1,739.77	\$0.00	\$1,739.77
Year 3	Fleet3ARe	Fleet 3 Advanced Renewal	50	\$113,742.00	\$0.00	\$113,742.00
Year 3	M00010	BUNDLE - OFFICER SAFETY PLAN 10	190	\$512,156.39	\$0.00	\$512,156.39

Dec 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	50	\$33,630.00	\$0.00	\$33,630.00
Total				\$825,000.00	\$0.00	\$825,000.00

Dec 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	190	\$0.00	\$0.00	\$0.00
Annual Payment 4	100769	AXON SIGNAL - SIDEARM LITERATURE AND SCREWDRIVER PACK	5	\$2.28	\$0.00	\$2.28
Annual Payment 4	11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	50	\$1,625.13	\$0.00	\$1,625.13
Annual Payment 4	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	190	\$23,129.37	\$0.00	\$23,129.37
Annual Payment 4	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	6	\$1,899.83	\$0.00	\$1,899.83
Annual Payment 4	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$740.29	\$0.00	\$740.29
Annual Payment 4	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	\$7,525.50	\$0.00	\$7,525.50
Annual Payment 4	50448	AXON INTERVIEW - EXT WARRANTY	6	\$926.19	\$0.00	\$926.19
Annual Payment 4	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	190	\$23,129.36	\$0.00	\$23,129.36
Annual Payment 4	73618	AXON COMMUNITY REQUEST	190	\$23,129.36	\$0.00	\$23,129.36
Annual Payment 4	73638	AXON STANDARDS - LICENSE	25	\$3,043.34	\$0.00	\$3,043.34
Annual Payment 4	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	190	\$23,129.36	\$0.00	\$23,129.36
Annual Payment 4	73739	AXON PERFORMANCE - LICENSE	190	\$23,129.36	\$0.00	\$23,129.36
Annual Payment 4	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	190	\$17,747.41	\$0.00	\$17,747.41
Annual Payment 4	ProLicense	Pro License Bundle	30	\$14,575.06	\$0.00	\$14,575.06
Year 4	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	11	\$1,739.77	\$0.00	\$1,739.77
Year 4	Fleet3ARe	Fleet 3 Advanced Renewal	50	\$113,742.00	\$0.00	\$113,742.00
Year 4	M00010	BUNDLE - OFFICER SAFETY PLAN 10	190	\$512,156.39	\$0.00	\$512,156.39
Year 4	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	50	\$33,630.00	\$0.00	\$33,630.00
Total				\$825,000.00	\$0.00	\$825,000.00

Dec 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	190	\$0.00	\$0.00	\$0.00
Annual Payment 5	100769	AXON SIGNAL - SIDEARM LITERATURE AND SCREWDRIVER PACK	5	\$2.28	\$0.00	\$2.28
Annual Payment 5	11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	50	\$1,625.13	\$0.00	\$1,625.13
Annual Payment 5	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	190	\$23,129.37	\$0.00	\$23,129.37
Annual Payment 5	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	6	\$1,899.83	\$0.00	\$1,899.83
Annual Payment 5	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$740.29	\$0.00	\$740.29
Annual Payment 5	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	\$7,525.50	\$0.00	\$7,525.50
Annual Payment 5	50448	AXON INTERVIEW - EXT WARRANTY	6	\$926.19	\$0.00	\$926.19
Annual Payment 5	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	190	\$23,129.36	\$0.00	\$23,129.36
Annual Payment 5	73618	AXON COMMUNITY REQUEST	190	\$23,129.36	\$0.00	\$23,129.36
Annual Payment 5	73638	AXON STANDARDS - LICENSE	25	\$3,043.34	\$0.00	\$3,043.34
Annual Payment 5	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	190	\$23,129.36	\$0.00	\$23,129.36
Annual Payment 5	73739	AXON PERFORMANCE - LICENSE	190	\$23,129.36	\$0.00	\$23,129.36
Annual Payment 5	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	190	\$17,747.41	\$0.00	\$17,747.41
Annual Payment 5	ProLicense	Pro License Bundle	30	\$14,575.06	\$0.00	\$14,575.06
Year 5	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	11	\$1,739.77	\$0.00	\$1,739.77
Year 5	Fleet3ARe	Fleet 3 Advanced Renewal	50	\$113,742.00	\$0.00	\$113,742.00
Year 5	M00010	BUNDLE - OFFICER SAFETY PLAN 10	190	\$512,156.39	\$0.00	\$512,156.39
Year 5	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	50	\$33,630.00	\$0.00	\$33,630.00
Total				\$825,000.00	\$0.00	\$825,000.00

Dec 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 6	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	190	\$0.00	\$0.00	\$0.00
Annual Payment 6	100769	AXON SIGNAL - SIDEARM LITERATURE AND SCREWDRIVER PACK	5	\$4.33	\$0.00	\$4.33
Annual Payment 6	11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	50	\$3,087.87	\$0.00	\$3,087.87
Annual Payment 6	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	190	\$43,947.69	\$0.00	\$43,947.69
Annual Payment 6	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	6	\$3,609.84	\$0.00	\$3,609.84
Annual Payment 6	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$1,406.61	\$0.00	\$1,406.61
Annual Payment 6	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	6	\$14,299.07	\$0.00	\$14,299.07
Annual Payment 6	50448	AXON INTERVIEW - EXT WARRANTY	6	\$1,759.83	\$0.00	\$1,759.83
Annual Payment 6	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	190	\$43,947.67	\$0.00	\$43,947.67
Annual Payment 6	73618	AXON COMMUNITY REQUEST	190	\$43,947.67	\$0.00	\$43,947.67
Annual Payment 6	73638	AXON STANDARDS - LICENSE	25	\$5,782.59	\$0.00	\$5,782.59
Annual Payment 6	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	190	\$43,947.67	\$0.00	\$43,947.67
Annual Payment 6	73739	AXON PERFORMANCE - LICENSE	190	\$43,947.67	\$0.00	\$43,947.67
Annual Payment 6	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	190	\$33,721.53	\$0.00	\$33,721.53
Annual Payment 6	ProLicense	Pro License Bundle	30	\$27,693.80	\$0.00	\$27,693.80
Year 6	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	11	\$1,739.77	\$0.00	\$1,739.77
Year 6	M00010	BUNDLE - OFFICER SAFETY PLAN 10	190	\$512,156.39	\$0.00	\$512,156.39
Total				\$825,000.00	\$0.00	\$825,000.00

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

If the Common Council does not ratify and approve this agreement or if sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement without penalty or further obligation subject to provision 17.4 of the MSPA. Customer will deliver notice of termination under this section as soon as reasonably practicable.

Agency has existing contract(s) originated via Quote(s):

Q-309223, Q-357943, Q-432623, Q-455787, Q-504257, Q-505514, Q-548068, Q-591284

Agency is terminating those contracts effective 1/14/2025. Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Credit of -\$53,218.96

100% discounted Fleet camera hardware contained in this quote reflects a TAP replacement for hardware purchased under existing contracts above. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Signature

Date Signed

11/21/2024



Signature: *Chris Davis*

Email: Chris.Davis@greenbaywi.gov

Amendment 1 - Green Bay PD (WI) - AX 12.16 + Quote - Opt out language added

Final Audit Report

2024-12-31

Created:	2024-12-31
By:	Richard Belanger (rick.belanger@greenbaywi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZq1T7L3vHMbLL64LGwJFITu8mBkCtcbN

"Amendment 1 - Green Bay PD (WI) - AX 12.16 + Quote - Opt o ut language added" History

-  Document created by Richard Belanger (rick.belanger@greenbaywi.gov)
2024-12-31 - 2:11:24 PM GMT
-  Document emailed to Chris Davis (Chris.Davis@greenbaywi.gov) for signature
2024-12-31 - 2:13:19 PM GMT
-  Email viewed by Chris Davis (Chris.Davis@greenbaywi.gov)
2024-12-31 - 2:18:48 PM GMT
-  Document e-signed by Chris Davis (Chris.Davis@greenbaywi.gov)
Signature Date: 2024-12-31 - 3:19:33 PM GMT - Time Source: server
-  Agreement completed.
2024-12-31 - 3:19:33 PM GMT





Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

January 14, 2025

PREPARED BY

AGENDA ITEM # E.2

Consideration with possible action to approve ordering of 2026 and 2027 Department of Public Works equipment to secure build slots for future years.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

- I. 2026-2027 truck preorder memo



Inter-Office Memo

Date: January 7, 2025
To: Finance Committee
From: Steve Grenier, Director of Public Works
Re: 2026-2027 Equipment Replacement Purchases

Truck-based heavy equipment used by the Department of Public Works and Utility Division, specifically garbage/recycling, plow, street sweepers, and combination sewer vacuum trucks are produced differently than many other trucks. One manufacturer will produce the basic truck with bare frame rails behind the cab. We then contract with a second vendor to fabricate and install the body on the bare truck, for the sweepers and refuse trucks, a third vendor is required for the right-hand drive conversion.

Due to manufacturing and supply-chain issues, bare trucks are in limited supply. Engine and transmission manufacturers are only building a fixed number of engines and transmissions, which then limits the number of trucks that can be supplied. Truck manufacturers are reserving the limited number of trucks being produced in the name of their vendors, with each vendor only getting a certain number of build slots (allocations). Additionally, the EPA Phase 3 emissions standard will take effect starting for 2027 model year truck engines which is anticipated to increase purchase price of each truck an estimated \$40,000 due to the added equipment and technology.

We have been in contact with our vendors to develop a plan to secure build slots for future years. The City can commit to purchasing vehicles in future years by issuing a Letter of Intent. This will secure a build slot for a future year, but likewise commits the City to purchasing the vehicle. Generally, the City would not have to commit funds until the vehicle is actually being built, which is the year we expect to take delivery.

Our current process has led to delayed vehicle acquisition. Vehicles requested in the first quarter of 2025 will likely be available for us to bring into service in the second and third quarter of 2026 (16-20 month lead time).

Another drawback to continuing to use these older vehicles on a daily basis is the increased maintenance costs. From engine and transmission failure to structural frame issues and hydraulic system replacements needed to keep these older vehicles in operation, our equipment repair budget now exceeds \$1 million annually.

20	2006	Tandem Axle Salt/Plow Truck	\$315,000		1-Feb-2025	16-months	1-Jun-2026
38	2006	Tandem Axle Salt/Plow Truck	\$315,000		1-Feb-2025	16-months	1-Jun-2026
47	2012	Tandem Axle Bulk/Plow Truck	\$340,000		1-Feb-2025	16-months	1-Jun-2026
116	2013	Automated Refuse Truck	\$350,000		1-Feb-2025	16-months	1-Jun-2026
141	2013	Automated Refuse Truck	\$350,000		1-Feb-2025	16-months	1-Jun-2026
32	2007	Tandem Axle Salt/Plow Truck		\$335,000	1-Aug-2025	16-months	1-Jan-2027
39	2007	Tandem Axle Salt/Plow Truck		\$335,000	1-Aug-2025	16-months	1-Jan-2027
117	2014	Automated Refuse Truck		\$365,000	1-Aug-2025	16-months	1-Jan-2027
118	2014	Automated Refuse Truck		\$365,000	1-Aug-2025	16-months	1-Jan-2027
Total			\$1,670,000	\$1,400,000			
Utility Division							
Asset	Year	Type	2026	2027	Order Date	Leadtime	Estimated Delivery
93	2020	Combination Sewer Cleaning Truck	\$590,000		1-Feb-2025	14-months	1-Apr-2026
740	2018	Regenerative Air Street Sweeper	\$365,500		1-Feb-2025	24-months	1-Feb-2027
741	2018	Mechanical Street Sweeper	\$412,000		1-Feb-2025	24-months	1-Feb-2027
742	2018	Mechanical Street Sweeper	\$412,000		1-Feb-2025	24-months	1-Feb-2027
Total			1,779,500				

Utility Division

Total 1,779,500



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

January 14, 2025

PREPARED BY

AGENDA ITEM # E.3

Consideration with possible action to approve contingency amendment resolution for \$4,000 for the Human Resources 2025 operating budget for the Employee Resource Center 2025 fees.

BACKGROUND

Council approved staying with Employee Resource Center (ERC) on 12/17/24 creating a 2025 operating budget shortfall.

Increase budget from \$24,000 to \$28,000.

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

- I. Resolution-trf Contingency to HR Employee assistance program \$4,000

**RESOLUTION AUTHORIZING
TRANSFER OF FUNDS**

January 21, 2025

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

Pursuant to the recommendation of the Finance Committee at its meeting of January 14, 2025, the following 2025 transfer of funds is hereby authorized:

	<u>ACCOUNT</u>	<u>AMOUNT</u>
From:	101099-59001 Contingency	\$4,000.00
To:	101180-51502 Employee Assistance Program	\$4,000.00

This budget amendment to cover payment the additional expense to stay with current vendor Employee Resource Center over 2025 budget approved at Common Council meeting on December 17, 2024.

Adopted _____

Approved _____

Mayor

Clerk



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

January 14, 2025

PREPARED BY

AGENDA ITEM # E.4

Consideration with possible action to release the City lien and forgivable equity investment pursuant to Moski Corporation development agreement 21-04 for property located at 1420 S Huron Road as all the requirements have been met.

BACKGROUND

The City entered into a Development Agreement (DA 21-04) with the Moski Corp. on January 25, 2022, helping to facilitate the development of a sixty-nine (69) market-rate residential apartment unit campus on the 1300 Block of South Huron Road (Parcels 21-183 and 21-182-3). Attached Development Agreement 21-04, Section III, subsections G & H (located on page 5) stipulates that the City shall take a \$230,000 Forgivable Equity Investment and lien against the property until certain milestones are reached. First milestone is that \$115,000 will be forgiven by January 1, 2025 should the property have values at or above \$750,000 and another \$115,000 will be forgiven by January 1, 2027 should the property have values at or above \$1,500,000. As of January 1, 2024 parcels 21-183 and 21-182-3 have an assessed value of \$3,974,200 so the full \$230,000 Forgivable Equity Investment and lien against the property can be released.

RECOMMENDATION

Refer to staff the release of the \$230,000 Forgivable Equity Investment and Lien against 1420 South Huron Road and 0 Einstein Way, identified with Parcel Numbers 21-183 and 21-182-3 pursuant to Development Agreement 21-04.

FISCAL IMPACT

ATTACHMENTS

- I. Kos-Huron Development Agreement_executed 1.25.22



City of Green Bay
Department of Community and Economic Development

DEVELOPMENT AGREEMENT 21-04

KOS HURON

This Development Agreement is made this 25 day of January, 2021, *EC*
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City")
and MOSKI CORP a Wisconsin business corporation ("Developer").

RECITALS

- A. Developer has proposed to acquire and develop certain real property, identified for real estate tax purposes and address as:

<u>Tax Parcel</u>	<u>Address</u>	<u>Acres</u>	<u>Assessed Value</u>
21-183	0 S. Huron Rd.	30.250	\$30,300.00
21-182-3	1300 S. Huron Rd. Block	1.888	\$0.00

- B. The parcels listed above shall together be referred to as the "Property." The Property comprises approximately thirty-two and one hundred thirty-eight thousandths (32.138) acres of land. A map of the Property is herein attached as EXHIBIT A; a legal description of the Property is herein attached as EXHIBIT B.
- C. Tax Parcel 21-183 of the Property contains invaluable wetlands, the destruction of which would be detrimental to the City's ecosystem. The parties intend to preserve these wetlands through creation of a permanent conservation easement on the property.
- D. Developer intends to complete a Project, which includes the construction of three (3) two (2)-story fifteen (15)-unit structures (with attached garages) and three (3) two (2)-story eight (8)-unit structures (with detached garages) containing a total of sixty-nine (69) market-rate residential apartment units. The Proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT C.
- E. As of January 1, 2021, the Property has an aggregate assessed value of thirty thousand, three hundred dollars (\$30,300.00), which based on the assessed tax rates in effect as of January 1, 2021, the Property yields approximately:
1. Seven hundred forty-six dollars and ten cents (\$746.10) in total real estate taxes annually (assessed mill rate of \$24.63);
 2. Seven hundred forty-six dollars and ten cents (\$746.10) in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$24.63); and
 3. Two hundred ninety-four dollars and fifty-two cents (\$294.52) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.72).

F. Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be five million, five hundred thousand dollars (\$5,500,000.00), which is anticipated to yield approximately:

1. One hundred thirty-five thousand, four hundred sixty-five dollars (\$135,465.00) in total real estate taxes annually (assessed mill rate of \$24.63);
2. One hundred thirty-five thousand, four hundred sixty-five dollars (\$135,465.00) in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$24.63); and
3. Fifty-three thousand, four hundred sixty dollars (\$53,460.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.72).

The City Assessor or his/her designee may not use this Agreement or any provisions herein as the sole basis to determine the value of the Project.

G. The City desires to have Developer perform the Project in order to generate economic activity and tax base for the community consistent with the City Comprehensive Plan.

H. In order to induce Developer to undertake the Project, such that the Project will build new structures for individuals of all ages and abilities; create a significantly higher per acre property value than adjacent properties and the City average; generate property taxes greater than the cost of providing infrastructure and services; and the public will generally benefit, the City has agreed to enter into certain transactions with Developer as provided by this Agreement, all in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

I. PURPOSE

A. Incorporation of Proceedings, Exhibits, and Recitals. All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications submitted in conjunction with any and all approvals as granted by the City, including but not limited to adopted or approved plans or specifications on file with the City, along with all of the Recitals set forth above, shall be incorporated into this Agreement by reference, upon attachment, or upon consent by amendment if necessary if not referenced or attached at the time of execution of this Agreement.

B. Implementation Schedule. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth and/or incorporated herein. Any material modification or deviation from an approved schedule described in this Agreement shall occur only upon approval of the City, with any such approvals required to be in writing as an amendment to this Agreement, and which approvals shall not be unreasonably withheld. City shall cooperate and act promptly with respect to any and all permits or approvals necessary for completion of the Project. Notwithstanding the above, this Agreement shall not limit the discretion of the City, or any of its duly appointed and authorized governing bodies, boards or entities, in approving or rejecting any aspect of the Project or improvements contemplated on or about the Property.

C. Entire Agreement. This writing including all Exhibits hereto, and the other documents and agreements referenced herein, constitutes the entire Agreement between the parties hereto in respect to the Project and all prior letters of intent or offers, if any, are hereby terminated. This Agreement shall be

deemed to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of the City, granting approvals or conditions attendant with such approval, the terms of this Agreement shall be deemed controlling and the City will take the necessary action to amend any conflicting approvals or conditions.

- D. Purpose of the Agreement. In order to cause the Project to occur and to induce Developer to undertake the Project, to promote community development, industry and job creation and to expand and enhance the tax base within the City, the City intends to participate in certain transactions as set forth in this Agreement. The City intends to recover its costs through new real estate taxes generated by the Property. The parties intend to enter into this Agreement to record the understandings and undertakings of the parties and to provide a framework within which the Project may proceed.

II. DEFINITIONS; EXHIBITS

Whenever in this Agreement a pronoun is used it shall be construed to represent either the singular or the plural, masculine or feminine, as the case shall demand. As used in this Agreement, the following terms, when having an initial capital letter, shall have the following meanings:

- A. "Agreement" means this Development Agreement among the City and Developer, as amended and supplemented from time to time.
- B. "Annual Assessed Value" means the assessed value of the Private Improvements and the Property, as defined in this Agreement, as of January 1 of any calendar year.
- C. "Base Value" means the aggregate assessed value of the Property on the first (1st) day of January of the year when this Agreement was executed, which shall be thirty thousand, three hundred dollars (\$30,300.00).
- D. "City" means the City of Green Bay, Brown County, Wisconsin.
- E. "Concept Plan" means the plan for the Project.
- F. "Developer" means MOSKI CORP, or any assignee of the same.
- G. "Future Project" means any Private Improvements that will be constructed in the future not specifically detailed in this Agreement.
- H. "Plans and Specifications" means the plans and specifications developed for the Project.
- I. "Preliminary Concept Plan" means the initial Concept Plan, a copy of which is attached as EXHIBIT B and which is subject to such changes as Developer or the City may propose and the City may accept in its sole discretion.
- J. "Private Improvements" means the improvements to be constructed on the Property that are not Public Improvements.
- K. "Project" means the Project as defined in the Recitals.
- L. "Public Art" means art that shall be accessible to the public, and includes all forms of original creations of visual art, conceived in any medium, material, or combination thereof, including paintings, drawings, stained glass, and murals in any media; statues, bas relief, mobile, kinetic, electronic, neon, or other

sculptures; environmental artworks; fountains, arches or other structures intended for ornament; integrated and functional architectural elements of a structure; video and other media-based works; inscriptions, fiber works, carvings, mosaics, photographs, drawings, collages, textile works and prints; crafts, both decorative and utilitarian in clay, fiber, wood, metal, glass, stone, plastic and other materials; artist-designed public spaces and functional elements which are either a part of a larger project or a separate entity in and of itself.

- M. "Special Assessment" means any special assessment levied against the Property by the City under §66.0701-0733, Wis. Stats., the City Code of Ordinances and this Agreement.
- N. "Special Charge" means any special charge levied against the Property by the City under §66.0627, Wis. Stats., the City Code of Ordinances and this Agreement.

III. TRANSACTIONS

- A. Qualification. Developer shall demonstrate to the satisfaction of City a need for the transactions contemplated herein, with such determination to be made according to the "but for" test, that is, that but for the City participating in such transactions, the Project would not happen.
- B. First Property Transfer. By no later than November 30, 2022, Developer shall convey Tax Parcel 21-183 (0 S. Huron Rd.) to the City, free and clear of liens and encumbrances that materially prohibit development of the Property as herein proposed, via warranty deed, for the sum of one dollar (\$1.00), and shall provide an owner's policy of title insurance at the time of conveyance.
- C. Permanent Conservation Easement. Upon acquisition of Tax Parcel 21-183 (0 S. Huron Rd.), the parties acknowledge and agree that the City shall prepare and obtain approvals for a Permanent Conservation Easement on the Property, which shall include prohibitions on constructing improvements within the contiguous forested wetland and on all land within thirty five (35) feet of such contiguous forested wetland, for which desired boundaries are herein attached as EXHIBIT D. Developer agrees that the Permanent Conservation Easement is a material requirement to this Agreement, and that but for the Permanent Conservation Easement, the City would not enter into this Agreement. Under no circumstances shall the Permanent Conservation Easement as identified in EXHIBIT D be reduced or amended.
- D. Special Assessments. In consideration of the Permanent Conservation Easement encumbering the Property, the City shall take all steps necessary to rescind all Special Assessments and Special Charges currently levied, and subsequently deferred, against the Property under §66.0701-0733 and §66.0627 Wis. Stats., the City Code of Ordinances, which is equivalent to approximately:
 - 1. Two hundred seventeen thousand, one hundred nineteen dollars and thirty-one cents (\$217,119.31) at the time the original Special Assessment was levied in 2005; or
 - 2. Four hundred twenty thousand, three hundred twenty-four dollars and twenty cents (\$420,324.20) as calculated in 2021 under provisions for deferred assessments within the City Code of Ordinances.
- E. Parcel Combination. The City shall take all steps necessary to combine Tax Parcel 21-183 (0 S. Huron Rd.), as encumbered, and Tax Parcel 21-182-3 (1300 S. Huron Rd. Block) into one parcel. Upon recording of such action with the Brown County Register of Deeds, all references to Property shall include all such new parcels created through the actions of this Section III. E.

- F. Second Property Transfer. City shall convey the Property, which now includes both Tax Parcel 21-183 (0 S. Huron Rd.) and Tax Parcel 21-182-3 (1300 S. Huron Rd. Block), to Developer, free and clear of the Special Assessments and Special Charges identified in Section III. D., except for the Permanent Conservation Easement as herein described in Section III. C. and EXHIBIT D, via warranty deed, and shall provide an owner's policy of title insurance at the time of conveyance. Developer shall pay to the City the sum of one hundred ninety thousand dollars (\$190,000.00).
- G. Preferred Forgivable Equity Investment. Concurrent with the Second Property Transfer described in Section III. F., the City shall take a Preferred Forgivable Equity Investment in the Project of two hundred thirty thousand dollars (\$230,000.00), which is the estimated value of the real estate that will be transferred to the Developer, plus the value of the outstanding deferred Special Assessments that will be waived by the City. The Preferred Forgivable Equity Investment shall be secured by the Property and shall survive the expiration of this Agreement. The Preferred Forgivable Equity Investment shall be reduced by one hundred fifteen thousand dollars (\$115,000.00) if the aggregate assessed value of the Property is greater than or equal to seven hundred and fifty thousand dollars (\$750,000.00) prior to January 1, 2025. The Preferred Forgivable Equity Investment shall be eliminated in total if the aggregate assessed value of the Property is greater than or equal to one million, five hundred thousand dollars (\$1,500,000.00) prior to January 1, 2027. Should the aggregate assessed value of the Property fail to be greater than or equal to one million, five hundred thousand dollars (\$1,500,000.00) prior to January 1, 2027, the Developer shall pay the City the remaining Preferred Forgivable Equity Investment.
- H. Lien Against the Property. As security for the Preferred Forgivable Equity Investment, the City shall have, and Developer hereby grants, a continuing general lien on the Property, which now includes both Tax Parcel 21-183 (0 S. Huron Rd.) and Tax Parcel 21-182-3 (1300 S. Huron Rd. Block). The lien granted pursuant hereto shall be in addition to any other remedies provided for herein, and shall not be removed from the Property until the Preferred Forgivable Equity Investment is eliminated as provided for in Section III.G.

IV. OBLIGATIONS OF DEVELOPER

- A. Concept Plan. Prior to November 30, 2022, Developer shall submit a Concept Plan to the Director of Community and Economic Development for approval, which shall be based on, but may differ in minor respects from the Preliminary Concept Plan presented in the Term Sheet. The Concept Plan shall clearly identify the Permanent Conservation Easement as described herein.
- B. Construction Documents. Prior to November 30, 2023, and prior to commencement of construction of any Phase of the Project, Developer shall submit site plans, building plans, and other drawings that fix and describe the size and character of the entire Project, to the Director of Community and Economic Development for approval, which shall include:
1. Full-color elevations for all sides of all proposed structures; and
 2. Descriptions of all exterior building materials; and
 3. Other such essential items as may be reasonably determined by the City to be appropriate.
- C. Development Budget. Prior to November 30, 2023, Developer shall submit a Development Budget, prepared in accordance with general principles for construction and development budgeting, to the Director of Community and Economic Development for approval, which shall include:

1. Not less than two million dollars (\$2,000,000.00) in "hard" construction costs for the entire Project; and
 2. A line item of not less than ten percent (10%) of total Project costs for cost overruns and change orders.
- D. City Approvals. The City shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the Concept Plan, Construction Documents, or Development Budget, or any revisions; provided, however, that the City shall approve such revised Concept Plan, Construction Documents, or Development Budget unless it determines such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the City, or adversely affect the Concept Plan. The City will make all reasonable efforts to determine the acceptability of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans. At any time during the implementation of the development contemplated by this Agreement, the City or Developer may propose modifications to the Preliminary Concept Plan and the approved Concept Plan subject to the agreement of the City and the Developer. At any time during the implementation of the development contemplated by this Agreement, Developer may submit to the City proposed revisions in the approved Concept Plan, Construction Documents, or Development Budget in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plan.
- E. Compliance with Planning; Zoning; Permits and Use. Developer will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above. The acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the City shall not obligate the City to grant any variances, exceptions, or conditional use grants, or approve any building or use the City determines not to be in compliance with the municipal codes and ordinances of the City, or in the best interests of the City.
- F. Impact Fees. Developer shall pay all water, sewer, and other impact fees that may be due and payable in connection with the Project.
- G. Proof of Equity. Developer shall have in place and shall provide the City no later than November 30, 2023, proof of equity in the form of the value of the Property, less any mortgages thereon, not less than twenty percent (20%) equity available for injection into the Project in an amount sufficient to obtain financing for all Project costs. Any available Developer funds obtained from sources other than lenders or the City shall be expended on the Project before any lender or City funds are expended or any third party financing is used to pay Project costs.
- H. Proof of Financing. By no later than November 30, 2023, Developer shall have delivered proof satisfactory to the City of financing, which after injection of the Developer equity into the Project, will be sufficient in the determination of the City, to complete the Project according to the plans and specifications.
- I. Acquisition of Property. By no later than November 30, 2023, Developer shall have closed on the purchase of all of the parcels comprising the Property and all of the necessary rights of way required for the Project. Developer shall provide copies of deeds and such other closing documents as requested by the City regarding the purchase of the Property and rights of way. The Property and rights of way shall be owned in the name of the Developer.

- J. Termination or Relocation of Easements. Developer shall have agreements with all holders of easements or any other rights that may be affected by the Project, regarding the termination, modification or relocation of such easements and other rights in order to accommodate the Concept Plan.
- K. Certified Survey Map. Promptly after the Property has been acquired by Developer, Developer shall cause a certified survey map to be prepared, approved by the City, and any other party whose consent is required, and shall cause the certified survey map to be recorded with the Brown County Register of Deeds.
- L. Improvement of Property. Developer shall promptly design and complete the Project. Substantial work on the Project shall commence no later than ninety (90) days after the last to occur of approval by the City of the Preliminary Concept Plan, approval by the City of the Development Budget and Development Plans, and/or issuance of a building permit and all other permits or licenses required to commence construction. Construction shall be completed no later than November 30, 2026. Developer shall file with the City copies of the detailed construction plans within ninety (90) days after completion of the Project.
- M. Reports and Information. During the period before the commencement of construction, Developer shall from time to time provide to the City information having a bearing upon the interests of the City in the Property or under this Agreement. Upon request of the City, Developer shall submit progress reports during the course of construction. Upon request of the City, Developer shall submit a copy of annual, reviewed financial statements for Developer through termination of this Agreement. The City reserves the right to request audited financial statements, provided however, that audited financial statements shall not be required more frequently than once every two (2) years.
- N. Copies of Documents. All documents from Developer to the City shall be submitted in triplicate.
- O. Maintenance and Repair. Developer shall at all times keep and maintain, or cause to be kept and maintained, the Property in good condition and repair, in a safe, clean, and attractive condition, and free of all trash, litter, refuse, and waste, subject only to demolition and construction activities contemplated by this Agreement.
- P. Right of First Refusal. Developer shall provide City the right of first refusal to purchase the Property. This right of first refusal shall expire when the aggregate assessed value of the Property is greater than or equal to one million five hundred thousand dollars (\$1,500,000.00).
- Q. Transfer or Sale of Project Property.
- I. Notice of Intent to Transfer. In addition to the right of first refusal granted herein, if Developer intends to sell, transfer or convey the Property or any part thereof before termination of this Agreement, Developer shall provide to the City a written request for transfer thirty (30) days prior to the anticipated transfer. The City may deny the request for any commercially reasonable reason. Developer may also assign all rights and obligations under this Agreement to an entity controlled and affiliated with Developer to own, manage and operate the Property. This Agreement inures to the benefit and becomes the obligation of the heirs, successors and assigns of Developer. This Agreement shall run with the land and shall be binding upon all current and future owners of the Property. Owner shall not be required to provide the City with written notice of its intent to transfer in connection with the granting of any mortgage or security agreement to finance or refinance loans for the purchase of the Property or payment of costs of the Project.

2. No Transfer to Exempt Entities. Prior to the termination of this Agreement, the Property shall not be sold, transferred or conveyed to, leased, or owned by any entity or used in any manner that would render any part of the Project Property exempt from taxation, unless the purchaser, transferee, lessee or owner first executes a written agreement with the City in a form satisfactory to the City providing for acceptable payments to the City in lieu of taxes.
- R. Easements. Developer shall grant to the City such easements as are reasonably necessary for public improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other access necessary to effectuate this Agreement. Developer shall cause existing easements to be relocated or terminated to accommodate the Project.
- S. Environmental.
1. Presence of Hazardous Materials and Compliance with Environmental Laws. Before commencement of the first phase of construction, Developer shall be satisfied, through such means as are commercially reasonable, that the Property is free of Hazardous Materials or that any Hazardous Materials on or within the Property are being stored and handled in strict compliance with all Environmental Laws. Developer shall provide the City with copies of all environmental reports pertaining to the Property no later than ten (10) days after receiving the same.
 2. Developer's Environmental Indemnification.

Developer shall indemnify, pay on behalf of, defend and hold the City and its agents, officials, employees, representatives, successors and assigns, harmless from and against any loss, damage, claim, fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity):

 - (I) Arising from the actual existence, treatment, deposit, release, storage, or disposal of any Hazardous Materials on, within or about the Property; or
 - (II) Arising from the breach of any warranty, covenant or representation of Developer to the City, or any other obligation of Developer to the City regarding Hazardous Materials under this Agreement.
 3. Hazardous Materials Defined. As used herein, the term "Hazardous Materials" means:
 - a) Hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 1802; the Resource Conservation and Recovery Act, 42 U.S.C. 9601 et seq.; the Clean Water Act, 33 U.S.C. 1251; the Safe Drinking Water Act, 42 U.S.C. 300f et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or

hereafter in effect relating to environmental matters (collectively, "Environmental Laws"); and

- b) Any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law, now or hereafter in effect, including but not limited to: petroleum, refined petroleum products, waste oil, waste aviation or motor vehicle fuel, and asbestos containing materials.

- 4. Survival. The provisions of this Section shall survive the conveyance to Developer of any City Property.

T. Insurance. Before commencement of construction activities on the Property, Developer shall deliver to the City certificates of insurance, copies of endorsements, and other evidence of insurance requested by the City, which Developer is required to purchase and maintain, or cause to be purchased or obtained, in the types and amounts of coverage listed below, each of which shall name the City as additional insured parties:

- 1. Workers Compensation and Related Coverage. Coverage for state and federal workers compensation shall be defined by state and federal statute. The amounts of employer's liability coverage shall be in not less than the following limits:

- a) Bodily Injury by Accident – one hundred thousand dollars (\$100,000.00) per accident;
- b) Bodily Injury by Disease – one hundred thousand dollars (\$100,000.00) per employee; and
- c) Five hundred thousand dollars (\$500,000.00) policy limit.

- 2. Waiver of Workers Compensation Subrogation. The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses paid under the terms of the policy that arises from the work performed by the named insured for or on behalf of the City.

- 3. Comprehensive General Liability Insurance. Coverage shall be written on a commercial general liability form, and shall protect Developer during the performance of work covered by this Agreement from claims or damages for personal injury, including accidental death, as well as claims for property damages which may arise from operation under this Agreement, whether such operations be by Developer, any subcontractor, or anyone directly or indirectly employed by Developer in such manner as to impose liability on the City. The amounts of such insurance shall be not less than the following limits:

- a) General Aggregate Limit – two million dollars (\$2,000,000.00); Personal and Advertising Injury Limit (per person/organization) – two million dollars (\$2,000,000.00);
- b) Bodily Injury and Property Damage – two million dollars (\$2,000,000.00) per occurrence;
- c) Fire Legal Liability Damage Limit – one hundred thousand dollars (\$100,000.00) per occurrence; and

- d) Medical Expense Limit – ten thousand dollars (\$10,000.00) per person.
- 4. Comprehensive Automobile Liability and Property Damage. Coverage shall protect Developer during the performance of work covered by this Agreement from claims or damages associated with operations of owned, hired, and non- owned motor vehicles. The amounts of such insurance shall be not less than the following limits:
 - a) Bodily Injury – two hundred fifty thousand dollars (\$250,000.00) per person; and
 - b) One million dollars (\$1,000,000.00) per occurrence; and Property Damage – two hundred fifty thousand dollars (\$250,000.00) per occurrence.
- 5. Umbrella Coverage. Coverage shall protect Developer during the performance of work covered by this Agreement with limits of one million dollars (\$1,000,000.00) for bodily injury, personal injury, and property damage on a combined basis with the stated underlying limits of Paragraphs IV. S. 1. to IV S. 3. above.
- 6. Builder's Risk Insurance. Before commencing construction of any improvements on the Property and during any construction activities contemplated by this Agreement, Developer shall obtain and keep in full force and effect and all builders risk insurance policy for all portions of the Property with coverage equal to the total amount of the construction contracts for all such construction activities. Nothing in this Agreement is intended to relieve Developer of its obligation to perform under this Agreement and, in the event of loss, Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.
- 7. Fire and Casualty Insurance. Developer shall obtain and keep in full force adequate fire and casualty insurance with coverage in an amount equal to at least the assessed value of such improvements. In the event of loss the Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

U. General Indemnity.

- 1. Protection Against Losses. Developer shall indemnify, defend and hold harmless the City and its officers, employees, agents, attorneys, insurers and the successors and assigns of all of the foregoing, from any and all liabilities, claims, losses, damages, judgments or awards, costs or expenses, including reasonable attorneys' fees, of whatsoever nature and by whomsoever asserted, whether asserted by a third party or by a party to this Agreement (hereinafter "Losses"), directly or indirectly, arising out of, resulting from or in any way connected with:
 - a) Any breach by Developer of the terms of this Agreement;
 - b) Any non-compliance with laws, ordinances, rules or regulations applicable to Developer's obligations under this Agreement; or
 - c) Any governmental, regulatory or other proceedings to the extent any such proceedings result from Developer's failure to comply with its obligations under this Agreement or otherwise.

Notwithstanding anything to the contrary in this Agreement, this obligation to indemnify, defend or hold harmless shall not include any claim directly resulting from the City's reckless or willful misconduct.

2. Indemnification Procedures. Developer shall promptly assume full and complete responsibility for the investigation, defense, compromise and settlement of any claim, suit or action arising out of or relating to the indemnified matters following written notice thereof from the City, which notice shall be given by the City within ten (10) days of its knowledge of such claim, suit or action. Failure to provide such timely notice shall not eliminate Developer's indemnification obligations to the City unless, and only to the extent to which, such failure has substantially prejudiced Developer. Notwithstanding the foregoing, in its sole discretion and at its expense, the City may participate in or defend or prosecute, through its own counsel(s), any claim suit or action for which the City is entitled to indemnification by Developer; provided, however, that if the City is advised in writing by its legal counsel that there is a conflict between the positions of Developer and City, as appropriate, in conducting the defense of such action or that there are legal defenses available to the City different from or in addition to those available to Developer, then counsel for the City, at Developer's expense, shall be entitled to conduct the defense only to the extent necessary to protect the interests of the City. Developer shall not enter into any compromise or settlement without the prior written consent of the City, as appropriate, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against the City shall be reasonable grounds for the City to refuse to provide written consent to a compromise or settlement. If Developer does not assume the defense of such claim, suit or action, Developer shall reimburse the City for the reasonable fees and expenses of counsel(s) retained by the City, and shall be bound by the results obtained by the City; provided, however, that no such claim, suit or action shall be settled without Developer's prior written consent, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against Developer shall be reasonable grounds for Developer to refuse to provide written consent to a compromise or settlement.

V. CONDITIONS PRECEDENT TO OBLIGATIONS OF CITY

The City's obligations under this Agreement are conditioned upon the following:

- A. Existence. Developer shall have provided City a certified copy of its organizational documents and a certificate from the Department of Financial Institutions for the State of Wisconsin indicating Developer's existence and good standing.
- B. Incumbency; Due Authorization. Developer shall have provided a certificate of incumbency and resolutions of the company, demonstrating Developer has been duly authorized to enter into this Agreement and authorizing the person signing this Agreement to execute and deliver it to the City, and to bind Developer to its terms.
- C. No Violation or Default. Developer shall not be in violation of any of its governing documents or other contracts subject to this Agreement or of any other agreement between Developer and the City.
- D. Insurance. Developer shall have delivered to the City certificates of all insurance required under this Agreement.

VI. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

The obligations of Developer under this Agreement are conditioned that the City Council shall consent to the City entering into this Agreement and shall authorize the person(s) signing this Agreement to execute and deliver it to Developer and to bind the City to its terms.

VII. REPRESENTATIONS, WARRANTIES, AND COVENANTS

Developer represents and warrants to the City as follows:

- A. No Material Change in Documents. All contract documents and agreements have been furnished to the City and are true and correct and there has been no material change in any of the same.
- B. No Material Change in Developer Operations. There has been no material change in the business operations of Developer since the date the parties began negotiation to enter into this Agreement.
- C. Compliance with Zoning. The Property conforms and will continue to conform at all times and in all respects with applicable zoning and land division laws, rules, regulations and ordinances.
- D. Payment. Developer shall pay for all work performed or materials furnished for the Project when and as the same become due and payable. Developer shall not suffer any construction or other involuntary lien to be imposed upon the Property, except for liens for claims to payment that are subject to a bona fide dispute, and, in that case, such liens shall be removed by Developer posting bond or other security, paying one hundred and twenty percent (120%) of the lien claimed into court, escrowing funds or promptly taking other steps to remove the lien of record. Developer shall pay all other obligations relating to the Project, including all creditors holding liens or mortgages against the Property when and as the same become due. Developer will pay all taxes and assessments levied against the Property when and as the same become due.
- E. Certification of Facts. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.
- F. Good Standing. Developer is a corporation organized and existing in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business.
- G. Due Authorization. The execution, delivery and performance of this Agreement and all other agreements requested to be executed and delivered by Developer hereunder have been duly authorized by all necessary company action of Developer and constitute valid and binding obligations of Developer, in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.
- H. No Conflict. The execution, delivery, and performance of the obligations of Developer pursuant to this Agreement will not violate or conflict with the Articles of Incorporation or Bylaws of Developer or any indenture, instrument or material agreement by which Developer is bound, nor will the execution, delivery, or performance of obligations of Developer pursuant to this Agreement violate or conflict with any law applicable to Developer.
- I. No Litigation. There is no litigation or proceeding pending or to the Developer's knowledge, threatened against or affecting Developer or the Property that would adversely affect the Project, Developer or the priority or enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.
- J. No Default. No default, or event that with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and Developer is not in default (beyond any applicable period of

grace) of any of its obligations under any other material agreement or instrument to which Developer is a party or an obligor.

- K. Compliance with Laws and Codes. The Project, when completed, will conform and comply in all respects with all applicable laws, rules, regulations and ordinances, including without limitation, all building codes and ordinances of the City. Developer will comply with, and will cause the Project to be in compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all environmental laws, rules, regulations and ordinances.
- L. Fees or Commissions. The City shall not be liable for any broker fees or commissions incurred by Developer in connection with the Property or any transactions contemplated by this Agreement.
- M. No Objection to Property Assessment. Prior to termination of this Agreement, Developer shall not file an objection to real or personal property assessment on the Property as provided under §70.47(7)(a), Wis. Stats.

VIII. DEFAULT

A. Developer Default. Each of the following shall be an Event of Default by Developer:

- 1. Failure to Make Payment. Developer fails to make any payment required and such failure continues for a period of ten (10) days after its due date;
- 2. Failure to Abide by Other Terms. Developer fails to perform any other of its obligations under this Agreement and such failure continues for a period of thirty (30) days from the date of notice from the City; provided, however, if such cure cannot reasonably be accomplished within such thirty (30) days and the delay in cure does not materially impair the financial interests of the City, and if Developer promptly commences cure within the initial thirty (30) days and diligently pursues cure thereafter, Developer shall have a reasonable time, not to exceed sixty (60) days after the initial thirty (30) days, for a total of ninety (90) days to cure;
- 3. Misrepresentation. Any representation or warranty of Developer in this Agreement or any agreement contemplated by this Agreement is untrue in any material respect;
- 4. Fraud and Other Illicit Behavior. Developer or any shareholder of Developer is convicted of, pleads no contest to, or enters into any other agreement other than a dismissal with no conditions as to any allegation of:
 - a) Fraud; or
 - b) Indecent or illicit behavior that in the determination of the City would threaten the reputation of Developer or its ability to complete the Project according to the requirements of this Agreement;
- 5. Insolvency. Developer or any guarantor of the obligations of Developer hereunder is insolvent or becomes the subject of a petition in bankruptcy, a receivership, a composition or any other proceeding designed for the benefit of creditors generally that is not dismissed within sixty (60) days of the date of filing;
- 6. Involuntary Liens. Any lien is imposed upon the Property involuntarily due to the acts or omissions of Developer and such lien is not removed within sixty (60) days of it being imposed upon the Property.

- B. Remedies Upon Default. In the event of the occurrence of an Event of Default by Developer, the City may in its discretion:
1. Termination. Terminate this Agreement without further notice to Developer;
 2. Offset and Recoupment. Offset or recoup against any amounts that may then or thereafter come due from the City to Developer, whether under this Agreement or otherwise, an amount of damages reasonably estimated by the City resulting from Developer's breach;
 3. Specific Performance. Sue for specific performance;
 4. Acceleration of Indebtedness. Accelerate the maturity of the indebtedness owed, and any obligations of the Developer thereto, pursuant to the Preferred Forgivable Equity Investment;
 5. Sue for Damages. Sue for all damages caused by the Event of Default;
 6. Other Remedies. Pursue any other remedies available to the City at law or in equity;
 7. Interest. Collect interest on all delinquent amounts at the rate of twelve percent (12%) per annum from the date such amount was due; and
 8. Costs and Attorney Fees. Collect all costs and fees, including reasonable attorney fees incurred by the City, or either of them, by virtue of the Event of Default.
- C. City Default. Developer shall have all rights and remedies available under law or equity with respect to any failure of the City to perform its obligations under this Agreement, including the right to terminate this Agreement, but only after providing the City notice of such default and a failure by the City to commence attempts to cure such default within the thirty (30)-day notice period. If the City, as appropriate, commences cure within the thirty (30)-day notice period and thereafter reasonably and continuously takes action to complete such cure, then the failure to perform shall not be an Event of Default.
- D. Limitation of Damages. The foregoing notwithstanding, none of the parties shall be liable to any other party for any incidental, consequential, indirect, punitive or exemplary damages. All claims and damages asserted against the City shall be subject to statutory protections of municipalities and their officials and employees, including the immunity and limitations set forth in §893.80 Wis. Stats.
- E. No Waiver. Any delay in instituting or prosecuting any actions or proceedings or otherwise asserting the rights granted in this Agreement, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way, nor shall any waiver in fact made with respect to any specific default, be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.
- F. Remedies Cumulative. Except as expressly provided otherwise in this Agreement, the rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise of it, at the same or different times, of any other such remedies for any other default or breach by any other party.

IX. TERMINATION

- A. Date of Termination. This Agreement shall terminate upon the earliest of the date:

1. The aggregate assessed value of the Property is greater than or equal to one million five hundred thousand dollars (\$1,500,000.00) on January 1 for seven (7) consecutive years; or
 2. This Agreement is terminated because of an Event of Default; or
 3. The parties agree in writing to terminate this Agreement.
- B. Survival of Certain Provisions. Sections III.C., III.G., III.H., IV. E., IV. J., IV. P., IV. Q. 2., IV. R., IV. S. 2., IV. U., V. A., V. B., V. C., V. D., VII. C., VII. D., VII. E., VII. G., VII. K., VII. L., VIII. B., VIII. D., VIII. E., VIII. F., X. C., X. D., X. H., X. K., X. N., X. P., X. Q., and X. R. shall survive the termination of this Agreement.

X. MISCELLANEOUS PROVISIONS

- A. No Effect Until Executed. The terms of this Agreement shall have no force and effect unless and until this Agreement is executed by all Parties.
- B. Assignment. Developer may not assign its rights under this Agreement without the express prior written consent of the City, until the obligations of the Developer under Section III hereof are fully performed and satisfied. Thereafter, this Agreement may be assigned by Developer only upon the prior, written consent of the City, which shall not be unreasonably withheld.
- C. Nondiscrimination. In the performance of work under this Agreement, Developer shall not discriminate against any employee or applicant for employment nor shall the Property or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including pregnancy), gender identity and/or expression, sexual orientation, military or veteran status, genetic information, or any other characteristic protected under applicable federal, state or local law. Retaliation is also prohibited. The construction and operation of the Property shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.
- D. No Personal Liability. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City have any personal liability arising out of this Agreement, and Developer shall not seek or claim any such personal liability.
- E. No Personal Interest of Public Employee. No official or employee of the City shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities that are parties to this Agreement. No official or employee of the City shall be personally liable to Developer or any successor in interest, in the event of any default or breach by the City, or for any amount that becomes due to the Developer or its successors under this Agreement.
- F. Relationship of Parties. The City is not a partner or joint venturer with Developer in the Project or otherwise. Under no circumstances shall the City be liable for any of the obligations of Developer under this Agreement or otherwise. There are no third party beneficiaries of this Agreement.
- G. Force Majeure. No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, epidemics, pandemics, government-ordered shutdowns, or by any other cause

not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes herein above enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause. The foregoing notwithstanding, a Force Majeure event may not be used to avoid an Event of Default if the delay caused by the Force Majeure event exceeds one hundred eighty (180) days from the date the event occurred.

- H. Parties and Survival of Agreement. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Agreement shall remain operative and in full force and effect until fulfilled and shall survive the closing.
- I. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein. In the event this Agreement is not executed by both Parties prior to November 30, 2021, any and all approvals granted pursuant hereto or in conjunction herein by the City which are contemplated as part of this Agreement shall automatically expire.
- J. Notices. All notices, demands, certificates or other communications under this Agreement shall be given in writing and shall be considered given:
1. Upon receipt if sent via electronic mail (e-mail) or facsimile; or
 2. Upon receipt if hand-delivered to the party or person intended; or
 3. One (1) business day after deposit with a nationally-recognized overnight commercial courier service, air bill pre-paid; or
 4. Three (3) business days after deposit in the United States Postal Service (USPS), postage prepaid, by certified mail, return receipt requested.

All correspondence shall be addressed by name and address to the party or person intended as follows:

To the City: City of Green Bay
Attn: Celestine Jeffreys, City Clerk
100 North Jefferson Street
Green Bay, WI 54301
e-mail: celestine.jeffreys@greenbaywi.gov
facsimile: 920-448-3016

To the Developer: Moski Corporation
Attn: Paul Kosmoski, President
1270 Main Street
Green Bay, WI 54302-1337
e-mail: paul@kosapts.com
facsimile: 920-432-9230

The foregoing addresses shall be presumed to be correct until notice of a different address is given according to this paragraph.

- K. Governing Law. The laws of the State of Wisconsin shall govern this Agreement.
- L. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.
- M. Execution in Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature thereto and hereto were upon the same instrument.
- N. Severability. If any provision of this Agreement shall be determined to be unenforceable as applied in any particular case or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained unenforceable to any extent whatever.
- O. Recording of Agreement. The City shall record this Development Agreement or a Memorandum of this Agreement with the Register of Deeds for Brown County, Wisconsin. Upon request of the City, Developer shall execute and deliver to the City any such Memorandum or any other document in connection with such recording. Upon termination of this Agreement, the City shall execute a termination of this Development Agreement in recorded form and record the termination with the Register of Deeds for Brown County, Wisconsin.
- P. Priority Over Subsequent Liens. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns. As such, the current and all future owners of the Property shall be subject to all of the obligations stated herein. Owner warrants and represents that there will not be any mortgage or any other lien against the Property at the time this Development Agreement is recorded other than mortgages for the purchase of the Property and to finance costs of constructing the Project. This Development Agreement shall have precedence and shall take priority over any mortgage, lien or other encumbrance that may be recorded against the Property (or any portion thereof) after the recording of this Development Agreement (or Memorandum thereof). The City agrees that Developer may assign this Development Agreement to a mortgagee for collateral purposes in order to finance the costs of constructing the Project.
- Q. No Construction Against Drafter. This Agreement is a product of the negotiation and drafting of attorneys for the parties, and, as such, the rule of construing ambiguous contracts against the drafter shall not apply to this Agreement.
- R. Venue. The venue for any proceeding involving the negotiation, drafting, interpretation or enforcement of this Agreement shall be the circuit court for Brown County, Wisconsin, all other venues being inappropriate for any such proceeding.
- S. Signatures and Counterparts. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.

[Signature pages follow]

Signature page 1 of 2

IN WITNESS WHEREOF, the parties to this Agreement have caused this instrument to be signed by duly authorized representatives of Developer and City as of the day and year first written above.

DEVELOPER:
MOSKI CORP

By: _____

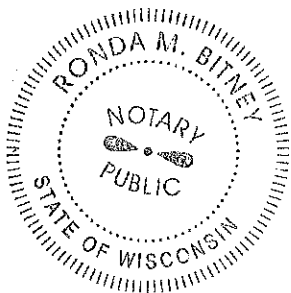


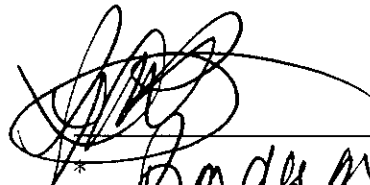
Paul Kosmoski Pres.
Print Name and Title

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this 25 day of January 2022, the above named Paul Kosmoski, President of MOSKI CORP, a Wisconsin corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.





Notary Public, Brown County, Wisconsin
My Commission Expires 8/9/23

THE CITY OF GREEN BAY and MOSKI CORP

By:

By:

page 19 of 23

EXHIBIT A
Property Map



EXHIBIT B
Legal Description

Tax Parcel 21-183 | 0 S. Huron Rd.

30.250 AC M/L
S 30 AC SE 1/4 SW 1/4 SEC 11 T23N R21E EX RD IN 2184178

Tax Parcel 21-182-3 | 1300 S. Huron Rd. Block

82,245 SQ FT
OUTLOT 1 OF 47 CSM 34 BNG PRT OF SE1/4 SW1/4 SEC 11 T23N R21E

Conceptual Multi-Family Development
Phase II - 10th & Main Road

Site Plan showing proposed development of Phase II, consisting of 10 detached garages, 10 multi-family units, and 10 detached garages.

'00' Wide Wisconsin Public Service Corporation Powerline Right-of-Way Easement

UNIT COUNT = 72

- (1) - Two Story Multi Family
- (10) Unit w/ 12 attached garages
- (2) - Two Story Multi Family
- (15) Unit w/ 18 attached garages
- (2) - Two Story Multi Family
- (9) Unit w/ 7 attached garages
- (1) - Two Story Multi Family
- (8) Unit w/ 8 attached garages

PARKING COUNT = 176

- 36 Single Units
- 58 Attached Garage Stalls
- 72 Detached Garage Stalls

GROSS FLOOR AREA

16 UNIT	17,880 SF
15 UNIT'S (2)	30,364 SF
8 UNIT'S (2)	27,572 SF
9 UNIT	8,382 SF
TOTAL	83,998 SF

4.0 Units / Acre (15.82 acres) PUD

Existing parcels do not contain existing buildings

New trees to be planted

Mix drive
22 ft 18 inch
5 sidewalk paved c/b @
driveway

Proposed Access Road

Scale: 0 50 100 150 200 Feet

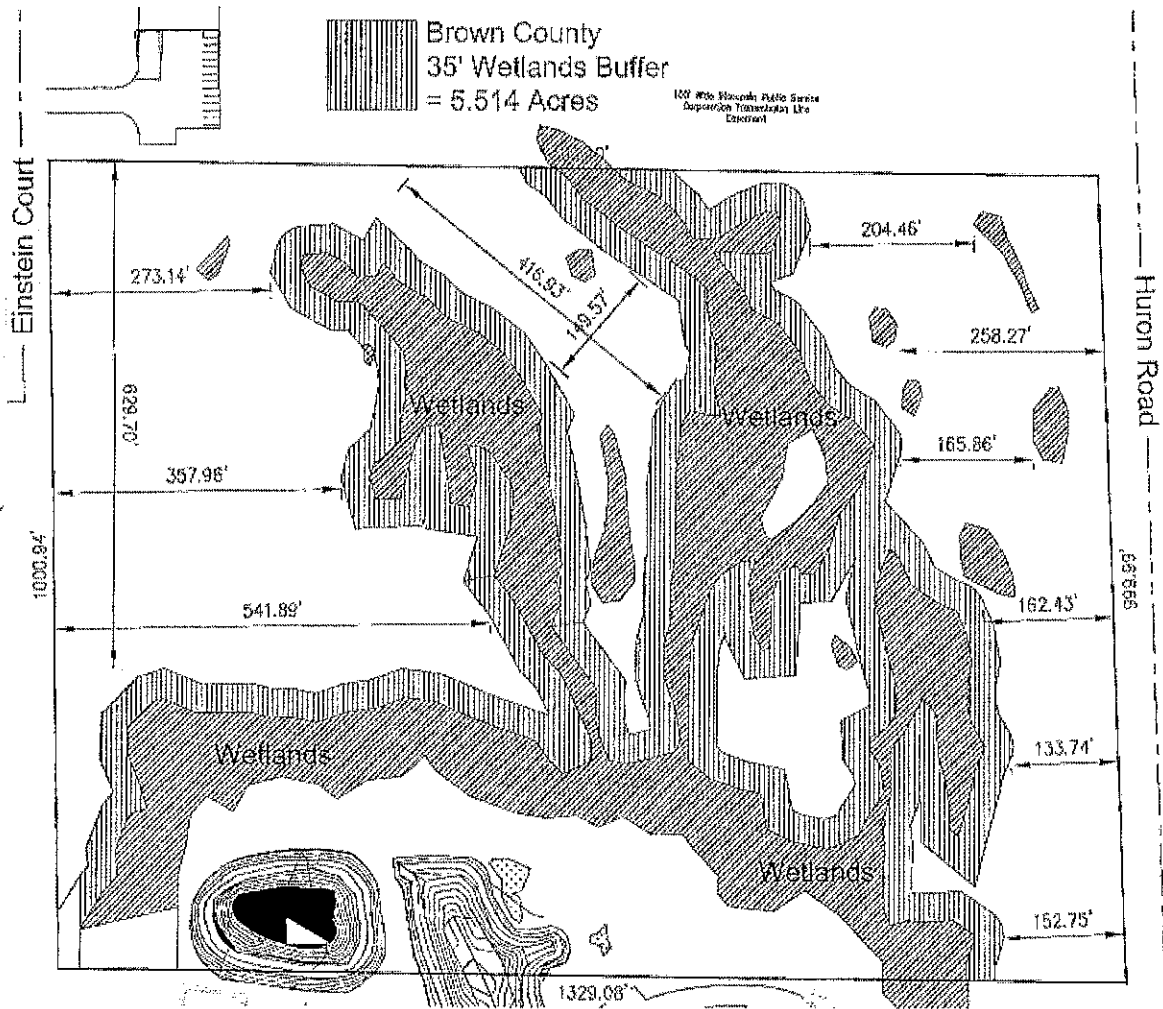
Kos Management

Mau & Associates, LLP
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
One N. 1st Street, Suite 100
Milwaukee, WI 53233

Conceptual Layout

SCALE
1"=40'

EXHIBIT D Preliminary Permanent Conservation Easement





Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

January 14, 2025

PREPARED BY

AGENDA ITEM # E.5

Consideration with possible action to approve a 90-day extension of the planning option to Gerarden Fabrication and Design for 5 acres of land located on Erie Road, Parcel 21-199.

BACKGROUND

In May 2024, the City purchased 35.875 acres for the expansion of the Grandview Industrial Park. This land is currently zoned RR-Rural Residential. City has approved a planned unit development that will support industrial development.

In September of 2024, Common Council granted a 120-day planning option, with the possibility of an extension if developer demonstrates sufficient progress. The planning option was granted to Gerarden Fabrication and Design for the relocation and expansion of their business that will require 5 of the 35.875 acres. Developer has been continually working with staff, DNR and engineers to get final details complete.

The exact location of the 5 acres would be contingent on a Certified Survey Map and consultation with the Department of Public Works and the Developer.

RECOMMENDATION

To approve a 90-day extension of planning option to Gerarden Fabrication and Design for the site located on Erie Road, Parcel 21-199.

FISCAL IMPACT

ATTACHMENTS

- I. GIS Map



Part of Brown County WI

Map printed on 4/24/2024

1:3,600

1 inch = 300 feet*

1 inch = 0.0568 miles*

*original page size: 8.5"x11"

Appropriate format depends on zoom level

Parcel ownership key

- Parcel Boundary
- Condominium
- Gap or Overlap
- "hooks" indicate parcel ownership crosses a line

- Parcel line
- Right of Way line
- Meander line
- Lines between deeds or lots
- Historic Parcel Line
- Vacated Right of Way

A complete key (legend) is available at:
tinyurl.com/BrownDogLegend



(920) 448-6480

www.browncountywi.gov



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

January 14, 2025

PREPARED BY

AGENDA ITEM # E.6

Consideration with possible action to approve a 90-day extension to planning option to Smet Construction Services for 15 acres of land located on Erie Road, Parcel 21-199.

BACKGROUND

In May 2024, the City purchased 35.875 acres for the expansion of the Grandview Industrial Park. This land is currently zoned RR-Rural Residential. City has approved a planned unit development that will support industrial development.

In September of 2024, Common Council granted a 120-day planning option for 15 acres to a local company, with the possibility of an extension if developer demonstrates sufficient progress. Developer has been continually working with staff, DNR and engineers to get final details complete.

The exact location of the 15 acres would be contingent on a Certified Survey Map and consultation with the Department of Public Works and the Developer.

RECOMMENDATION

To approve a 90-day extension of planning option to Smet Construction Services on behalf of a local Company For the site located on Erie Road, Parcel 21-199.

FISCAL IMPACT

ATTACHMENTS

- I. GIS Map



Part of Brown County WI

Map printed on 4/24/2024

1:3,600

1 inch = 300 feet*

1 inch = 0.0568 miles*

*original page size: 8.5"x11"

Appropriate format depends on zoom level

Parcel ownership key

- Parcel Boundary
- Condominium
- Gap or Overlap
- "hooks" indicate parcel ownership crosses a line

Parcel line

Right of Way line

Meander line

Lines between deeds or lots

Historic Parcel Line

Vacated Right of Way

A complete key (legend) is available at:
tinyurl.com/BrownDogLegend



(920) 448-6480

www.browncountywi.gov



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

January 14, 2025

PREPARED BY

AGENDA ITEM # E.7

Consideration with possible action to approve accepting a grant award of \$916,000 in federal funding through the US Dept. of Transportation Safe Streets and Roads for All (SS4A) initiative with \$229,000 city match.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. Finance Committee SS4A Grant Jan 2025
2. Grant Tracking Form-SS4A
3. Award letter SS4A grant 2024
4. SS4a Grant Application, CoGB



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

January 9, 2025

PREPARED BY

Cheryl Renier-Wigg Dev. Director

AGENDA ITEM

Consideration with possible action to approve accepting a grant award of \$916,000 in federal funding through the US Dept. of Transportation Safe Streets and Roads for All (SS4A) initiative

BACKGROUND

The U.S. Department of Transportation's Safe Streets and Roads for All (SS4A) initiative grant will support the creation of a comprehensive safety action plan (CSAP) aimed at making roads safer and reducing serious injury and fatal crashes across the city.

Key Elements of the Comprehensive Safety Action Plan:

Green Bay's CSAP will align with the city's vision zero goals, with a target of reducing fatal and serious injuries by 25% by 2030, 50% by 2035, 75% by 2040, and achieving zero fatalities and serious injuries by 2045. The plan will adopt a holistic Safe System Approach, addressing key areas such as safe speeds, safer roads, safer vehicles, and improved post-crash care.

The grant also funds several innovative supplemental planning activities to ensure the CSAP is comprehensive and effective:

- Proactive Risk Measures: A city-wide analysis using proactive risk assessment methods to identify potential high-risk areas before crashes occur.
- Illuminance Evaluation: Evaluating city-wide street lighting to identify areas in need of improvement, particularly in underserved neighborhoods.
- Bike Connectivity and Flexible Transportation: Studying potential locations for bike-share facilities and assessing connectivity needs for safer bike routes.
- Pedestrian and Cyclist Safety: Evaluating high-pedestrian and bicycle activity areas to assess the feasibility of safety improvements.
- Speed Management Plan: Developing a city-wide speed management plan to address speeding concerns, including the use of real-time speed monitoring systems.

Finally, the City of Green Bay will implement the following demonstration activities to test potential safety solutions and gather public feedback:

- Traffic Calming Demonstrations: Temporary installations such as bump-outs, protected bike lanes, and lane reductions will be piloted to reduce speeds and improve safety in high-risk corridors.
- Real-Time Speed Monitoring: Piloting speed monitoring devices that communicate real-time data to law enforcement, allowing for targeted speed enforcement in areas with high incidents of speeding.

- Public Engagement Through Enforcement and Education: Targeted law enforcement and public education campaigns will be implemented to raise awareness about road safety and reinforce safer road user behavior.

The comprehensive plan will be completed by December 31, 2027, with various demonstration activities and supplemental planning efforts occurring in the interim to gather data and test solutions. The City will work closely with the community to ensure that this plan reflects the needs and priorities of all Green Bay residents.

RECOMMENDATION

To approve accepting a grant award of \$916,000 in federal funding through the US Dept. of Transportation Safe Streets and Roads for All (SS4A) initiative and authorize Mayor Genrich to execute all contracts

FISCAL IMPACT

There is a 20% match requirement which will be met by Capital Improvement Projects funding and staff time spent on enforcement. Under this grant, there is a requirement that 20% is applied at each reimbursement. Staff has applied for a waiver which asks to permission to contribute most of our match requirement towards the end of the grant period.

ATTACHMENTS

Award letter



GRANT TRACKING FORM

PART #1: Notification of Grant Funds

([emailto:Kim.Rivest@greenbaywi.gov](mailto:Kim.Rivest@greenbaywi.gov))

APPLICANT DEPARTMENT: Community and Economic Development

DATE: 1/9/2025

APPLICANT DEPARTMENT GRANT CONTACT NAME/TITLE: Stephanie Hummel/Planner II

APPROPRIATE COMMITTEE: Finance

NAME OF GRANT/FUNDING SOURCE: Safe Street For All/USDOT

AMOUNT OF GRANT REQUEST: \$916,000

LOCAL MATCH REQUIREMENT: \$229,000

SOURCE OF MATCH: ☐ General Fund ☐ Non-General Fund ☐ Not Applicable

TIMEFRAME OF GRANT: 4/1/2025 through 12/31/2027

TYPE OF GRANT REQUEST: ☒ Monetary ☒ Other (explain under 'purpose of grant')

PURPOSE OF GRANT (summary): Will allow for the creation of a comprehensive safety action plan (CSAP) aimed at making roads safer and reducing serious injury and fatal crashes across the city.

How does the grant meet City/Department needs? Green Bay's CSAP will align with the city's vision zero goals, with a target of reducing fatal and serious injuries by 25% by 2030, 50% by 2035, 75% by 2040, and achieving zero fatalities and serious injuries by 2045.

What are the personnel requirements (include both existing and new staff) of the grant? A portion of the 20% City matched will be completed through administration time by the Planner II and Capitol Improvement Projects completed by various DPW staff.

DEPARTMENT HEAD SIGNATURE: _____

PART #2: Request to Accept Grant Funds

(complete after notification of grant award; [emailto:Kim.Rivest@greenbaywi.gov](mailto:Kim.Rivest@greenbaywi.gov))

AMOUNT OF GRANT AWARD: \$916,000

CFDA/STATE ID #: _____

LOCAL MATCH REQUIREMENT: \$229,000

Please describe the source of match, if applicable: Staff time and project equipment for demonstration portion of grant

Please describe any major changes in proposed grant-funded activities: N/A

Please describe what the grant money will be spent on:

PART	TO:	DATE:	TO:	DATE:
#1: Request to Apply	Finance Dept		FC – Info/Action	
#2: Request to Accept	Finance Dept		FC – Action	

FC = Finance Committee



GRANT TRACKING FORM

- Proactive Risk Measures: A city-wide analysis using proactive risk assessment methods to identify potential high-risk areas before crashes occur.
- Illuminance Evaluation: Evaluating city-wide street lighting to identify areas in need of improvement, particularly in underserved neighborhoods.
- Bike Connectivity and Flexible Transportation: Studying potential locations for bike-share facilities and assessing connectivity needs for safer bike routes.
- Pedestrian and Cyclist Safety: Evaluating high-pedestrian and bicycle activity areas to assess the feasibility of safety improvements.
- Speed Management Plan: Developing a city-wide speed management plan to address speeding concerns, including the use of real-time speed monitoring systems.
- The City of Green Bay will implement the following demonstration activities to test potential safety solutions and gather public feedback:
 - Traffic Calming Demonstrations: Temporary installations such as bump-outs, protected bike lanes, and lane reductions will be piloted to reduce speeds and improve safety in high-risk corridors.
 - Real-Time Speed Monitoring: Piloting speed monitoring devices that communicate real-time data to law enforcement, allowing for targeted speed enforcement in areas with high incidents of speeding.
 - Public Engagement Through Enforcement and Education: Targeted law enforcement and public education campaigns will be implemented to raise awareness about road safety and reinforce safer road user behavior.

PART	TO:	DATE:	TO:	DATE:
#1: Request to Apply	Finance Dept		FC – Info/Action	
#2: Request to Accept	Finance Dept		FC – Action	

FC = Finance Committee

To Stephanie Hummel AICP from City of Green Bay,

The City of Green Bay Comprehensive Safety Action Plan, for the Notice of Funding Opportunity (NOFO) Fiscal Year (FY) 2024 Safe Streets and Roads for All grant program, was selected for an award of \$916,000 in Federal funding. This includes funding to “Develop or Update an Action Plan and Conduct Demonstration or Other Supplemental Planning Activities.” Congratulations!

Key Information and Requirements: This email is not authorization to begin work, and it does not guarantee Federal funding. The United States Department of Transportation (USDOT) and City of Green Bay must establish and execute a signed, mutually agreed upon grant agreement prior to the obligation of award funds.

Immediate Next Steps: USDOT made the public announcements related to the awards on September 5, 2024. See the press release here: <https://www.transportation.gov/grants/ss4a/press-releases>, and the award recipient list here: <https://www.transportation.gov/grants/ss4a/2024-awards>. We published a short summary of the proposal from your application on our Safe Streets and Roads for All website as part of the public announcement, pursuant to Section H Part 1 of the Notice of Funding Opportunity (NOFO). If you want to modify what is provided on our website once you see it, please let me know by emailing SS4A@dot.gov. The website link is <https://www.transportation.gov/grants/SS4A>.

What to Expect in the Next Few Weeks: My colleagues at the Federal Highway Administration (FHWA) are responsible for establishing and executing a SS4A grant agreement with City of Green Bay. You can expect to hear from a FHWA representative with your State’s FHWA Division Office in the near future. In the weeks ahead you will receive more information about next steps, including an invitation to a FHWA-sponsored webinar for grant recipients to describe the process leading to an executed grant agreement. The webinar will be recorded for those who are unable to attend. In the meantime, **if you have questions about next steps, please direct them to FHWA using the email SS4A.FHWA@dot.gov.**

Finally, we ask for your patience as we work diligently toward executing grant agreements so your important safety work may begin. FHWA staff will be working with hundreds of new grant recipients to expeditiously process new grant agreements, and this will take time.

It’s exciting to see so many communities on the path to improving roadway safety, and the whole SS4A Program team is passionate about helping you succeed. Thank you for your commitment to roadway safety.

Paul



Paul D. Teicher
Grantor, Safe Streets and Roads for All

Office of Policy Development and Coordination
Office of the Secretary of Transportation

Summary of Award Information:

Project Name: City of Green Bay Comprehensive Safety Action Plan

Applicant: City of Green Bay

Unique Entity Identifier: ZCUZDCHFP7C6

Grant Type: Planning and Demonstration

SS4A Grant Funding Amount: \$916,000

Estimated Total Project Costs: \$1,145,000

Project Description: This award will be used by the City of Green Bay to develop a comprehensive safety action plan and conduct supplemental planning and demonstration activities. The supplemental planning activities will consist of a bicycle and pedestrian risk assessment, street lighting assessment, bike share feasibility study, road safety audits of the HIN, bike trails interconnectivity assessment, micro transit planning study, HIN traffic studies, near-miss analysis, and a speed management plan. The demonstration activities will include education strategies, traffic calming strategies, deploying real-time speed management devices, and identifying specific targeted enforcement strategies.

Preparing for Establishing a Grant Agreement

The terms of the grant agreement will be in accordance with the FY 2024 SS4A NOFO and applicable Federal requirements. Below highlights key information to start becoming familiar with as the grant agreement development process begins. Note that the information below may not be applicable to all planning and/or demonstration activities included in your award.

- **Scope of Activities:** Your award is for Develop or Update an Action Plan and Conduct Demonstration or Other Supplemental Planning Activities. **Action Plan:** The funding awarded to develop a comprehensive safety action plan or update an existing plan to meet SS4A requirements must result in a final product that includes all Action Plan components outlined in Table 1 of the NOFO. See <https://www.transportation.gov/grants/ss4a/action-plan-components>.
- **Supplemental Planning:** The funding awarded to conduct supplemental planning must result in a final written product that connects to, supports, and enhances an Action Plan.
- **Demonstration Activities:** The funding awarded to carry out demonstration activities must inform an Action Plan's list of selected projects and strategies and their future implementation, and/or inform another part of the Action Plan. Demonstration activities are temporary in nature, and materials to be used must also be temporary and/or easily reversible. Additionally, demonstration activities must also measure potential benefits through data collection and evaluation as part of the grant agreement. Demonstration activities are subject to additional reviews and oversight to ensure compliance with Federal requirements, including but not limited to the National Environmental Policy Act and the Manual on Uniform Traffic Control Devices. In some instances, activities that encompass multiple project phases will have a phased grant agreement that obligates funding separately for each individual phase.

- **2 CFR part 200:** All SS4A awards will be administered pursuant to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards found in [2 CFR part 200](#) (NOFO p.40). We encourage awardees to take the [free FHWA training](#) on these requirements.
- **Pre-Agreement Costs:** No costs incurred before USDOT signs and executes the grant agreement will be reimbursed or counted toward the 20% match or cost-share requirement.
- **Allowable Costs:** To be considered allowable, costs incurred must be reasonable, necessary, and allocable, as described in [2 CFR Part 200 Subpart E – Cost Principles](#).
- **Match and Cost-Sharing:** Grant recipients are required to contribute no less than a 20% non-Federal match. Please review: <https://www.transportation.gov/grants/ss4a/match-and-cost-share-examples>.
- **Maintenance Activities:** Maintenance activities for an existing roadway primarily to maintain a state of good repair are not an eligible activity. (NOFO p. 17)
- **Enforcement Activities:** Any activities related to compliance or enforcement efforts to make our roads safer should affirmatively improve equity outcomes as part of a comprehensive approach to achieve zero roadway fatalities and serious injuries. (NOFO p. 17)
- **Educational and Outreach Materials:** Any educational or outreach materials charged to the grant must align with the project goals and roadway safety. Costs of promotional items and memorabilia, including models, gifts, and souvenirs are not allowable expenses. Costs of advertising and public relations designed solely to promote the non-Federal entity are unallowable ([2 CFR § 200.421](#)). USDOT's [Use of DOT Funds for Public Involvement FAQs](#) can assist in determining eligibility of related costs.

Overview. The City of Green Bay is applying for \$916,000 in federal funding to create a comprehensive safety action plan (CSAP) and conduct supplemental planning activities and demonstration activities to inform the plan.

Collaboration with Brown County. In fiscal year 2022, Brown County was awarded a \$200,000 grant to create a CSAP. The city of Green Bay is excited about the prospects of a county-wide safety action plan, however, after discussions with key stakeholders in the city, there was concurrence that a city-specific CSAP was needed. There are numerous reasons the city is pursuing a city-specific CSAP which include:

- Green Bay is the 3rd largest city in the state of Wisconsin,
- the city's desire to perform numerous demonstration activities,
- 40% of fatal and serious injury crashes in Brown County were in the City of Green Bay,
- an interest in addressing the specific needs of the urban environment of the city, and
- the realization that **to accomplish the vision zero goals of the city, a vastly more extensive study is necessary.**

The city has communicated its interest in developing a city-specific CSAP to Brown County and the jurisdictions both support this interest and will collaborate to keep each party informed of planned activities, strategies, and initiatives. Special attention will be given to avoiding overlapping efforts.

Goal Setting. The city has a desire to set aggressive, but attainable, goals for reducing serious injury and fatal crashes. The exact goals will be determined as part of the safety action plan development, however, for the interim, a draft goal is to reduce fatal and serious injuries 25% by 2030, 50% by 2035, 75% by 2040, and 100% by 2045.

Comprehensive Safety Action Plan. The City of Green Bay is committed to safety and has a strong desire to reduce crashes. This desire for a safer transportation network starts with Mayor Eric Genrich and resonates through city government. A CSAP is needed to find and prioritize countermeasures that will reduce the high number of fatal and serious injury crashes in the city and more equitably serve its residents living in underserved communities.

- Green Bay observed 16 fatal and 150 serious injury crashes in the past five years
- 65.8% of Green Bay's population lives in underserved communities

The proposed CSAP, supplemental planning activities, and demonstration activities will outline a plan for achieving vision zero. The CSAP will follow the Safe System Approach.

Safe System Approach. The principles guiding Green Bay's proposed CSAP are the elements of the Safe System Approach. The CSAP will focus on building each component of the safe system to be so strong that when one part of the system fails, the other parts compensate for the failure. Examples of how the Safety System Approach will be incorporated into the CSAP and supplemental planning and demonstration activities include:

- Safe Speeds – As part of the SP and DA proposals, developing a speed management plan and piloting real-time speed management are proposed.
- Safe Vehicles – As part of the CSAP, local vehicle dealerships will be a key stakeholder to help guide the city towards reshaping the vehicle fleet with safer vehicles.
- Safe Road Users – As part of the CSAP and DA, engagement and education are proposed in addition to piloting targeted law enforcement and education activities.

- **Post-Crash Care** – As part of the CSAP, local medical care providers will be a key stakeholder in identifying needs and solutions for better post-crash care.
- **Safer Roads** -The proposed CSAP, the SP, and DA strategies are aimed at providing a safer roadway network. These strategies will be data driven, follow equitable approaches, and will prioritize cost effective solutions such as improved street lighting.

Supplemental Planning Activities. The city has identified numerous supplemental planning activities to inform the safety action plan. The activities center around the Safe System Approach and include innovative and targeted studies aimed at reducing fatal and serious injury crashes specifically in underserved communities. The proposed SP activities include:

Bicycle & Pedestrian Risk Assessment - city-wide, using proactive risk measures
Street Lighting Assessment - city-wide, illuminance evaluation and improvement identification
Bike Share Feasibility Study – feasibility and placement of potential bike share facilities
Road Safety Audits of High-Injury Network – team of auditors focused on the HIN
Bike Trails Interconnectivity Assessment – identifying bike interconnectivity needs
Micro Transit Planning Study - studying flexible transportation options
Traffic Studies on High-Injury Network – better understand feasibility of safety improvements
Near-Miss Analysis – proactively assess safety, particularly at locations with ped/bike activity
Speed Management Plan – establish an accountable plan for speed management in the city

Demonstration Activities. Implementing changes to public facilities can be particularly challenging, especially when there are new concepts brought forth to a skeptical public. That’s why the city is very interested in doing DAs, not only to inform the CSAP, but also to engage and inform the public. The following DAs are proposed.

Piloting Traffic Calming Strategies (~2 miles of roadway) – the city has a Shared Vision Corridor Plan that identified numerous opportunities to implement temporary traffic calming measures such as temporary bump-outs, protected bike lanes, motor vehicle lane reductions, and roadway closures to motor vehicle traffic. The exact locations and strategies will be determined by a task force.

Piloting Real-Time Speed Management - the system would include a to-be-determined number of speed devices in the field that would communicate to a software package that provides real-time speed information to law enforcement to identify locations where speeding is prevalent.

Piloting Targeted Law Enforcement - to inform the safety action plan. The specific areas of enforcement will be determined by a task force that will use information gathered in the safety action plan development to identify the specific targeted enforcement strategies.

Piloting Targeted Education - to inform the safety action plan. The specific areas of education will be determined by a task force that will use information gathered in the safety action plan development to identify the specific targeted education strategies.

Schedule. The anticipated completion date for the CSAP is December 31, 2027. Progress reporting will be done to the necessary extent after the completion of the CSAP.

	2025				2026				2027			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
CSAP												
SP												
DA												

Final Thoughts. Thank you for the opportunity to apply for SS4A funding. The city would be open to partial awards if the proposed activities are unable to be funded in their entirety.

USDOT Equitable Transportation Community (ETC) Explorer

ETC Explorer - Homepage

ETC Explorer - National Results

ETC Explorer - State Results

ETC Explorer- Add Your Data (National and State Results)

Transportation Insecurity Analysis Tool

Understanding the Data

For Instructions:

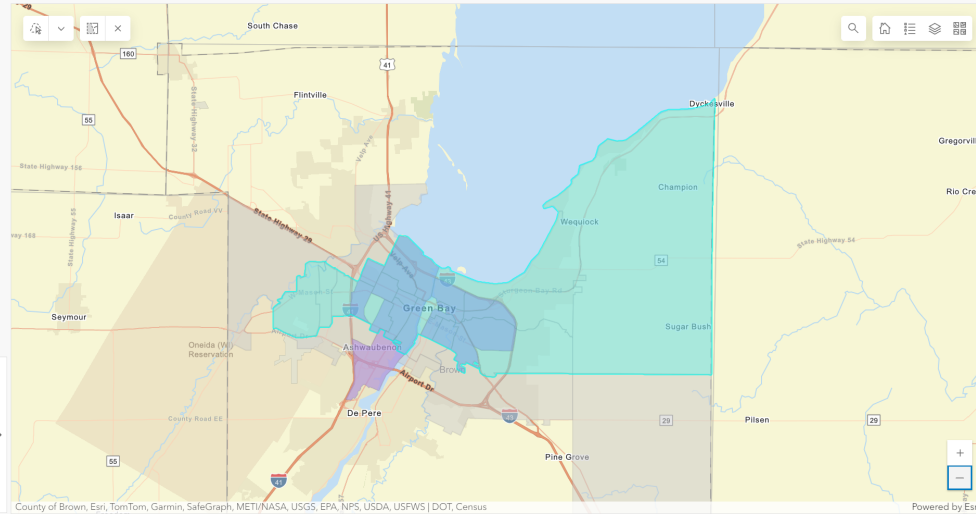
Click on the arrow on the left side of the page for instructions on using the features in the tool.

State Selector
Wisconsin

County Selector
All Counties

Community Selector
Green Bay, City of (WI)

MPO Selector
All MPOs



Total Population Living in the Selected Project Area

111.9k

Total Population Living in Disadvantaged Census Tracts in the Selected Project Area

70.7k

% of Disadvantaged Census Tracts in the Selected Project Area

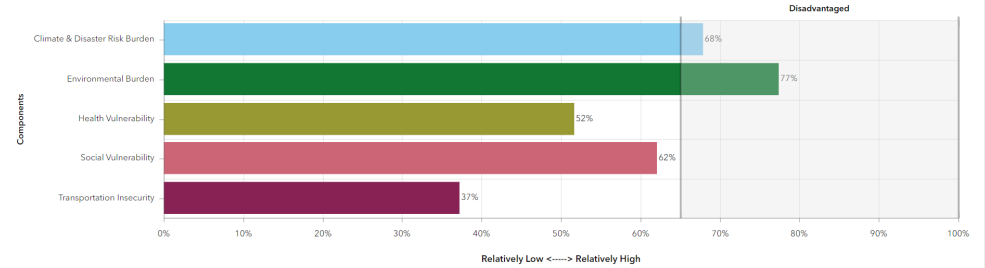
64%

- Component Scores are distinct from Indicator Scores. For more information please see - Understanding the Data.

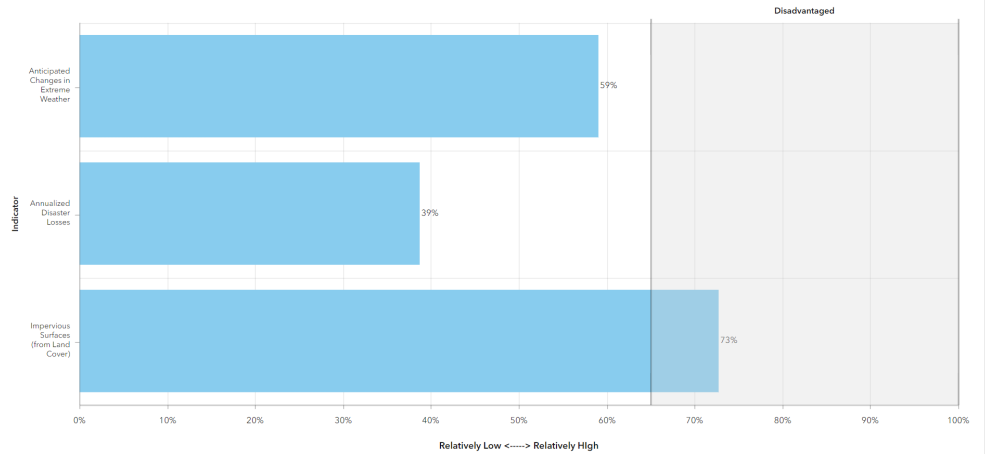
- Index scores for Alaska, Hawaii and the territories are calculated separately due to unavailable data for certain indicators. The Explorer visualizes unavailable indicator data as '0' values.

- If viewing on a laptop and the dashboard does not display properly- right click on your desktop, select display options, and adjust the zoom to an appropriate resolution (usually 100%).

Overall Disadvantage Component Scores - Percentile Ranked



Climate & Disaster Risk Burden - Percentile Rank



Climate & Disaster

Environmental

Health Vulnerability

Social Vulnerability

Transportation Insecurity

Click on the tab above to change component category. Once selectors are used, click button to reset map ---->





Eric Genrich and Troy Streckenbach

GREEN BAY MAYOR AND BROWN COUNTY EXECUTIVE

May 16, 2024

Subject: Coordination of Safety Action Plans Between Brown County and the City of Green Bay

Dear United States Department of Transportation Official,

We are pleased to announce a collaborative initiative between Brown County and the City of Green Bay aimed at enhancing road safety within our respective jurisdictions. Recognizing the critical importance of comprehensive and cohesive traffic safety measures, both entities are committed to the development and implementation of individual, but coordinated, Comprehensive Safety Action Plans (CSAPs).

In fiscal year 2022, Brown County was awarded a \$200,000 grant to create a CSAP and identify low-cost, high-impact strategies that can improve safety throughout the county. We understand in 2024, an extension was requested for the county's award. The City of Green Bay is excited about the prospects of a county-wide safety action plan, however, after discussions with key stakeholders in the city, there was concurrence that a city specific CSAP was needed. There are numerous reasons for the city to pursue a city specific CSAP. These reasons include:

- Green Bay is the 3rd largest city in the state of Wisconsin,
- 40% of fatal and serious injury crashes in Brown County were in the City of Green Bay,
- a desire to perform numerous demonstration activities to inform the city's CSAP,
- an interest in addressing the specific, multimodal needs of the city, and
- the realization that **to accomplish the vision zero goals of the city, a more extensive study was necessary** to provide an informed path to vision zero.

This letter of support serves as acknowledgement that the city has communicated its interest in developing a city specific CSAP to Brown County and that both entities support this endeavor. Furthermore, both the county and the city will collaborate to keep each other informed of planned activities, strategies, and initiatives. Special attention will be given to avoiding overlapping efforts.

While Brown County and the City of Green Bay will develop separate plans, our efforts will be coordinated and will inform each other's plans. We believe that by working together, Brown County and the City of Green Bay can set a standard for regional cooperation in traffic safety planning.

We look forward to the successful realization of these plans and the lasting impact they will have on our communities. Thank you for your support and partnership in this critical endeavor.

Sincerely,

Eric Genrich
Mayor
City of Green Bay

Troy Streckenbach
County Executive
Brown County

Application for Federal Assistance SF-424

* 1. Type of Submission: ☐ Preapplication ☒ Application ☐ Changed/Corrected Application		* 2. Type of Application: ☒ New ☐ Continuation ☐ Revision		* If Revision, select appropriate letter(s): * Other (Specify): 																	
* 3. Date Received: 05/16/2024		4. Applicant Identifier: 																			
5a. Federal Entity Identifier: 			5b. Federal Award Identifier: 																		
State Use Only:																					
6. Date Received by State:		7. State Application Identifier:																			
8. APPLICANT INFORMATION:																					
* a. Legal Name: City of Green Bay																					
* b. Employer/Taxpayer Identification Number (EIN/TIN): 39-6005458			* c. UEI: ZCUZDCHFP7C6																		
d. Address:																					
<table style="width: 100%;"><tr><td style="width: 15%;">* Street1:</td><td> 100 N. Jefferson Street </td></tr><tr><td>Street2:</td><td> </td></tr><tr><td>* City:</td><td> Green Bay </td></tr><tr><td>County/Parish:</td><td> </td></tr><tr><td>* State:</td><td> WI: Wisconsin </td></tr><tr><td>Province:</td><td> </td></tr><tr><td>* Country:</td><td> USA: UNITED STATES </td></tr><tr><td>* Zip / Postal Code:</td><td> 54301-5006 </td></tr></table>						* Street1:	100 N. Jefferson Street	Street2:		* City:	Green Bay	County/Parish:		* State:	WI: Wisconsin	Province:		* Country:	USA: UNITED STATES	* Zip / Postal Code:	54301-5006
* Street1:	100 N. Jefferson Street																				
Street2:																					
* City:	Green Bay																				
County/Parish:																					
* State:	WI: Wisconsin																				
Province:																					
* Country:	USA: UNITED STATES																				
* Zip / Postal Code:	54301-5006																				
e. Organizational Unit:																					
Department Name: Planning Department			Division Name: Mayor's Office																		
f. Name and contact information of person to be contacted on matters involving this application:																					
Prefix:		* First Name: Stephanie																			
Middle Name:																					
* Last Name: Hummel																					
Suffix:																					
Title: Planner II AICP																					
Organizational Affiliation: City of Green Bay																					
* Telephone Number: 920-448-3424			Fax Number:																		
* Email: stephanie.hummel@greenbaywi.gov																					

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Office of the Secretary of Transportation, U.S. DOT

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

* 12. Funding Opportunity Number:

DOT-SS4A-FY24-01

* Title:

USDOT FY24 Safe Streets and Roads for All Funding, Amendment
2024 Planning and Demonstration Grant Application
Notice of Funding Opportunity (NOFO), Assistance Listing #20.939

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

City of Green Bay Comprehensive Safety Action Plan

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	916,000.00
* b. Applicant	229,000.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	1,145,000.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title: * Telephone Number: Fax Number: * Email:

* Signature of Authorized Representative:

* Date Signed:

BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 02/28/2025

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Safe Streets and Roads for All Discretionary Grant Opportunity	20.939	\$	\$	\$ 916,000.00	\$ 229,000.00	\$ 1,145,000.00
2.						
3.						
4.						
5. Totals		\$	\$	\$ 916,000.00	\$ 229,000.00	\$ 1,145,000.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
	Safe Streets and Roads for All Discretionary Grant Opportunity				
a. Personnel	\$ 42,188.00	\$	\$	\$	\$ 42,188.00
b. Fringe Benefits	14,062.00				14,062.00
c. Travel	0.00				0.00
d. Equipment	0.00				0.00
e. Supplies	202,500.00				202,500.00
f. Contractual	881,250.00				881,250.00
g. Construction	0.00				0.00
h. Other	5,000.00				5,000.00
i. Total Direct Charges (sum of 6a-6h)	1,145,000.00				\$ 1,145,000.00
j. Indirect Charges	0.00				\$ 0.00
k. TOTALS (sum of 6i and 6j)	\$ 1,145,000.00	\$	\$	\$	\$ 1,145,000.00
7. Program Income	\$	\$	\$	\$	\$

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Prescribed by OMB (Circular A -102) Page 1A

SECTION C - NON-FEDERAL RESOURCES

	(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8.	Safe Streets and Roads for All Discretionary Grant Opportunity	\$ 229,000.00	\$	\$	\$ 229,000.00
9.					
10.					
11.					
12. TOTAL (sum of lines 8-11)		\$ 229,000.00	\$	\$	\$ 229,000.00

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$	\$	\$	\$	\$
14. Non-Federal	\$				
15. TOTAL (sum of lines 13 and 14)	\$	\$	\$	\$	\$

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

	(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
		(b) First	(c) Second	(d) Third	(e) Fourth
16.		\$	\$	\$	\$
17.					
18.					
19.					
20. TOTAL (sum of lines 16 - 19)		\$	\$	\$	\$

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges:	22. Indirect Charges:
23. Remarks:	

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

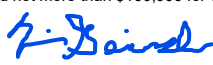
SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Mayor
APPLICANT ORGANIZATION City of Green Bay	DATE SUBMITTED 05/15/2024

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013

Expiration Date: 02/28/2025

1. * Type of Federal Action: ☐ a. contract ☒ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. * Status of Federal Action: ☐ a. bid/offer/application ☒ b. initial award ☐ c. post-award	3. * Report Type: ☒ a. initial filing ☐ b. material change
4. Name and Address of Reporting Entity: ☒ Prime ☐ SubAwardee * Name City of Green Bay * Street 1 100 N. Jefferson Street Street 2 * City Green Bay State WI: Wisconsin Zip 54301-5006 Congressional District, if known: WI-008		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: 		
6. * Federal Department/Agency: U.S. Department of Transportation		7. * Federal Program Name/Description: Safe Streets and Roads for All CFDA Number, if applicable: 20.939
8. Federal Action Number, if known: N/A		9. Award Amount, if known: \$
10. a. Name and Address of Lobbying Registrant: Prefix * First Name N/A Middle Name * Last Name N/A Suffix * Street 1 Street 2 * City State Zip		
b. Individual Performing Services (including address if different from No. 10a) Prefix * First Name N/A Middle Name * Last Name N/A Suffix * Street 1 Street 2 * City State Zip		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. * Signature:  * Name: Prefix * First Name Eric Middle Name * Last Name Genrich Suffix Title: Mayor Telephone No.: 920-448-3005 Date: 05/15/2024		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

January 14, 2025

PREPARED BY

AGENDA ITEM # E.8

Consideration with possible action regarding a budget amendment resolution for unbudgeted overtime for special events.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

- I. Combined Resolution for 1.14.25 Finance Meeting

**RESOLUTION AUTHORIZING
BUDGET AMENDMENT**

January 21, 2025

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

Pursuant to the recommendation of the Finance Committee at its meeting of January 14, 2025, the following 2024 amendment of funds is hereby authorized:

	<u>ACCOUNT</u>		<u>AMOUNT</u>
Increase:	101300 50501	Police-Overtime	\$25,532.06
Increase:	101300 46223	Police Overtime Reimbursement	\$25,532.06

***This budget amendment is for 2024 unbudgeted overtime for staffing at the FBI and Internet Crimes Against Children Task Forces, unbudgeted special events such as Notre Dame Academy Football, HS Lunch Neighborhood Security-GB Schools, Hot Cider Hustle, St. John Paul II Virtue Walk, and Farmers Markets.*

Increase:	101400 50501	Fire-Overtime	\$2,779.38
Increase:	101400 46223	Fire Overtime Reimbursement	\$2,779.38

***This budget amendment is for 2024 unbudgeted overtime for staffing at events such as the Hot Cider Hustle, Turkey Trot and Brown County Fire Investigation Task Force.*

Increase:	101400 50501	Fire-Overtime	\$22,055.00
Increase:	101400 43611	Fire-State Overtime Reimbursement	\$22,055.00

***This budget amendment is for 2024 unbudgeted state reimbursements of costs incurred for employees to attend USAR (Urban Search & Rescue) trainings.*

Adopted _____

Approved _____

Mayor

Clerk



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

January 14, 2025

PREPARED BY

AGENDA ITEM # E.9

Consideration with possible action on a request by Ald. Proffitt to refer to staff to explore feasibility of an additional line on the printed city tax bill for the Green Bay Area Public School District (GBAPS) to distinguish the voucher dollars over which they have no financial oversight.

BACKGROUND

This communication was referred from the Protection & Policy Committee.

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2024-11-11 Dist 7 to P and P

From: noreply@civicplus.com
To: [Celestine Jeffreys](#); [Eric Genrich](#); [Amaad Rivera](#); [Joseph Faulds](#); [Craig Stevens](#)
Subject: Online Form Submittal: Alders' Petitions and Communications
Date: Monday, November 11, 2024 12:06:32 PM

Alders' Petitions and Communications

Name	Alyssa Proffitt
Committee Name	Protection and Policy Committee
Text of Communication	To refer to staff to explore feasibility of an additional line on the printed city tax bill for the GBAPS district to distinguish the voucher dollars over which they have no financial oversight.

Email not displaying correctly? [View it in your browser.](#)

