



AGENDA OF THE FINANCE COMMITTEE

**TUESDAY, JANUARY 28, 2020, 4:30 PM
CITY HALL, ROOM 207**

A. Roll Call.

B. Approval of the Agenda.

C. Approval of Minutes.

- I. Approval of the Finance Committee minutes from the January 7, 2020 meeting.

D. Regular Business.

- I. Consideration with possible action a request by Department of Public Works to use 2020 budget savings from Operations Division table of organization change to fund a pick-up truck for the Building Maintenance Technician for \$35,200.
2. Consideration with possible action on a request to increase fees for liquor licenses effective 7/1/2020.
3. Request approval to award a 3 year contract to ESRI for GIS Mapping Software for \$188,400 (\$62,800 annually).
4. Request to create a resolution that the City of Green Bay pays off more general obligation debt each year than new debt created. Nearly 18-20% of each yearly City budget pays solely for interest on City debt. We must do a better job to reduce our total debt and prioritize our capital expenses so we are not crowding out core services. Many cities and counties are facing these fiscal pressures and the City of Green Bay needs a plan to reduce our debt in the short and long term.

5. Property taxes increased roughly 4.1% for the City of Green Bay property tax payers in 2020. Couple this increase with the water bill rate changes and the average Green Bay home owner had a roughly \$100-120 increase to their property taxes. I propose that property taxes for the City of Green Bay would NOT increase more than 1% for the 2021 budget. Green Bay is already one of the highest property tax rates in Brown County. This is causing new home buyers to pursue other less expensive properties due to the disparity in property taxes. Ashwaubenon and Bellevue are \$450-\$500 less on the average home to Green Bay. This is critical if we wish to remain competitive in Brown County for future development and growing businesses.
6. Report of the Claims Committee

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

E. Informational.

1. 2019 Contingency Account:
\$53,526.33
2. 2020 Contingency Account:
\$150,000.00
3. The next Finance Committee meeting will be held on Tuesday February 11, 2020 at 4:30 PM

F. 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 28, 2020

PREPARED BY

AGENDA ITEM # D.I.

Consideration with possible action a request by Department of Public Works to use 2020 budget savings from Operations Division table of organization change to fund a pick-up truck for the Building Maintenance Technician for \$35,200.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2020 added BMT truck request
2. 2019 BMT shift change PC report

To: Finance Committee

From: Christopher J. Pirlot, PE
DPW-Operations Division Director

Date: January 22, 2020

Re: Request for Funding Transfer to Purchase Vehicle for DPW On-call Activity

The intent of this memo is to document a DPW request for a field response vehicle to be added to its current fleet. The vehicle is necessary to effectively perform DPW core duties on weekends, related to recently-approved changes in the DPW table of Organization. Following is a summary of the request.

Background

On December 10, 2019 Personnel Committee recommended approval to re-structure the DPW-Operations Division Building Maintenance Technician (BMT) schedule. This change was approved by the Common Council on December 17, 2019. A copy of the Human Resources Department report describing the change is attached to this report.

The approved BMT schedule change accomplished the following items:

- 1) Removed 1 BMT from DPW's Table of Organization
- 2) Replaced weekend BMT work shifts with a BMT rotating on-call program
- 3) Reduced DPW operating costs

DPW BMT's have maintained scheduled work shifts 24/7/365 for decades. Night and weekend BMT shifts were maintained predominantly to assist with City first-responder issues. DPW deals with other first responder issues in Electrical Section and Utility Division using an on-call rotation with short response time. With the approved schedule change, BMT's are still available on-site 24/7 on weekdays. But they are now on-call 24/7 during weekends like other DPW sections. BMT's respond from home on weekends instead of from a DPW location.

Request

For efficient BMT on-call operations, DPW must acquire one (1) pick-up truck for the BMT's to take home for on-call duty. The cost of a pick-up truck for this function is \$31,700 plus \$3,500 for an arrow board and strobe lights (total \$35,200).

Due to timing of the above-referenced DPW Table of Organization change, the 2020 DPW budget contains funding for four (4) BMT's instead of the three (3) in the modified DPW Table of Organization. The 2020 DPW-Operations Division "Regular Salaries" account (101503-50001) alone contains wages for the one (1) eliminated BMT position in the amount of \$46,979. Fringe benefits are also included in other 2020 operating budget accounts for this eliminated position.

To complete changes in BMT operations, DPW respectfully requests that \$35,200 in the 2020 DPW operating budget be transferred as follows:

Transfer FROM: DPW-Operations Division-Regular Salaries (101503-50001) account

Transfer TO: DPW-Capital-New Equipment (427503-55150) account

This is a one-time request. Purchase of this vehicle will still result in a first-year budget savings. Future vehicle replacements will be programmed through the standard DPW budgeting process.

DPW thanks Finance Committee for its consideration of this request. If you have questions or require additional information, don't hesitate to contact me.

MEMORANDUM



Human Resources Department

To: Personnel Committee
Joseph Faulds, Human Resources Director

From: Melanie Falk, PHR
Human Resources Operations Manager

Re: Request to Restructure the Department of Public Works Building Maintenance Function

Date: December 5, 2019

RECOMMENDATION

- I. The Department of Public Works, Motor Equipment Section is requesting that the building maintenance function be restructured by eliminating (1) of (4) Building Maintenance Technician (BMT) positions and adjusting the work schedule for these positions. The rationale for this restructuring is due to the significant turnover in the BMT classification (12 vacancies in 6 years). In addition, when a vacancy occurs it takes on average 4-6 months to fill the vacancy. It has been difficult to recruit qualified individuals for this position, and candidates have rejected employment offers due to the work schedule. The perpetual turnover in this position has resulted in overtime costs and operational inefficiencies. The primary reason that the BMT's are vacating or transferring to other positions within Public Works is due to the work schedule.

BACKGROUND

- II. Currently, there are (4) BMT's that work various shifts, and with the exception of 8 hours during the week, they provide custodial services to the municipal garages and respond to emergencies, 7 days per week. The emergencies they respond to include setting up flashers, barricades or iron plates at unsafe locations.

The BMT's have responsibility for cleaning, repairing, and maintaining the buildings and grounds; performing yard and building surveillance; performing seasonal shutdown, repair and maintenance on air exchange units and boilers, water traps, filters and all pipe lines. This position also handles emergency phone and radio calls outside of the normal operation hours of 7:00 a.m.-3:00 p.m. Monday through Friday.

The current work schedule for a BMT varies with (1) 4-hour shift and several 6-hour shifts Monday through Friday, and on alternating weekends a 12-hour shift on Saturday and a 12-hour shift on Sunday.

Custodial coverage is needed outside of regular business hours to ensure the following:

- Boilers are attended to and blown down.

- After hour calls are answered and the on-call supervisor is contacted for various emergent situations.
- Vehicle accident coverage including the setup of flashers, barricading, securing the scene, and cleaning up the accident scene.
- Open/Close bulk waste sites on Saturdays and Sundays.

The position requirements include previous custodial/cleaning experience and coursework in boiler and HVAC maintenance desired. The BMT is required to possess considerable knowledge of building cleaning methods, materials and equipment; good knowledge of procedures in maintaining hot water and gas steam boilers; mechanical ability to handle general maintenance on buildings and grounds.

- III. Detailed below is the current structure; the current work schedule as well as the proposed work schedule for the BMT's.

INCUMBENT	CURRENT SHIFT	PROPOSED SHIFT
Custodian #1	Mon: 1:00 a.m.-5:00 a.m. (4 hours) Tue-Fri: 1:00 a.m.–7:00 a.m. (24 hours) <u>Every other weekend:</u> Sat/Sun 1:00 a.m.–1:00 p.m. (24 hours)	Monday – Friday 7:00 a.m. – 3:00 p.m. (40 hours) On-call every 3 rd weekend
Vacant	Mon: 5:00 p.m.-9:00 p.m. (4 hours) Tue-Fri: 7:00 a.m.–1:00 p.m. (24 hours) <u>Every other weekend:</u> Sat/Sun 1:00 a.m.–1:00 p.m. (24 hours)	Position Eliminated
Custodian #2	Mon: 3:00 p.m. – 9:00 p.m. (6 hours) Tue-Th: 1:00 p.m. –7:00 p.m. (18 hours) Fri: 3:00 p.m.–7:00 p.m. (4 hours) <u>Every other weekend:</u> Sat/Sun 1:00 p.m. 1:00 a.m. (24 hours)	Monday – Friday 3:00 p.m. –11:00 p.m. (40 hours) On-call every 3 rd weekend
Custodian #3	Mon: 9:00 p.m.–1:00 a.m. (4 hours) Tue-Fri 7:00 p.m.–1:00 a.m. (24 hours) <u>Every other weekend:</u> Sat/Sun 1:00 p.m.-1:00 a.m. (24 hours)	Sunday – Thursday 11:00 p.m.-7:00 a.m. (40 hours) On-call every 3 rd weekend
No custodial coverage for 8 hours during the week	Mon: 9:00 a.m. – 3:00 p.m. (6 hours) Friday: 1:00 p.m. – 3:00 p.m. (2 hours)	These hours will be covered by the proposed 8-hour shifts

The proposed work schedule will provide a more consistent schedule for the BMT's and eliminate the need for (2) BMT's to be on-site working (12) hour shifts on the weekend to answer

the phone and respond to the emergencies noted previously. However, in order to ensure that the City maintains the weekend coverage and is able to respond to emergent situations that fall under the purview of Public Works, (1) BMT will be on-call from 11:00 p.m. on Friday through 11:00 p.m. on Sunday. The (3) BMT's will rotate and be on-call every third weekend.

The on-call BMT will be issued a phone and a take-home vehicle to respond to emergency calls as necessary. The on-call BMT will be responsible for opening and closing the yard and bulk drop off sites on Saturday and Sunday and checking and blowing down the boilers. Because the BMT's will be required to be on-call and respond to emergencies, they will receive standby and call in pay.

The Public Works Electricians and Sewer Maintenance workers are required to be on-call and the designated on-call employee receives the following compensation:

- 3 hours standby pay for each day on call (Friday after 11:00 p.m. through Sunday 11:00 p.m.)
- 1 additional hour of standby pay when required to be on-call on a holiday

When the Electricians or Sewer Maintenance workers are required to respond to an emergency, these employees receive a minimum 2 hours of call in pay and are compensated for the actual hours worked if the call-in is in excess of 2 hours. It is proposed that the on-call BMT receive the same compensation as the Public Works Electricians and Sewer Maintenance Workers.

FISCAL IMPACT

- IV. This restructuring results in an annual cost savings of \$46,979 with the elimination of (1) BMT, and including the standby, on-call and projected overtime costs associated with the requirement that a BMT be on-call every weekend to take and respond to emergency calls. (See attached worksheet for detail).

c: Steve Grenier, Public Works Director
Chris Pirlot, Operations Director
Nathan Wachtendonk, DPW Superintendent



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

January 28, 2020

PREPARED BY

AGENDA ITEM # D.2.

Consideration with possible action on a request to increase fees for liquor licenses effective 7/1/2020.

BACKGROUND

RECOMMENDATION

To approve the increase.

FISCAL IMPACT

ATTACHMENTS

- I. revised PROPOSED LIQUOR LICENSE INCREASE

INCREASE IN FEES FOR 2020-2021 LICENSE (7-1-2020 to 6-30-2021)

Increase in fees	From	To	2020 Impact
Class "A" Beer License	\$250	\$500	\$17,250.00
"Class A" Liquor License	\$250	\$500	\$13,250.00
"Class B" Liquor	\$400	\$500	<u>\$16,500.00</u>
			\$47,000.00 Approximately

- Liquor licenses fees are determined locally, but must be within the statutory maximum and minimum.
- Municipalities are free to set the fee anywhere within the statutory range without justifying their costs.
- These increases would be in line with other municipalities around us. Here is what the surrounding municipalities are charging:

Fees Charged	Allouez	Ashwaubenon	Bellevue	<u>DePere</u>	Green Bay	Hobart	Howard	<u>Suamico</u>
Class "A" License for fermented malt beverages	\$250	\$500	\$500	\$625	\$250	\$500	\$500	\$250
"Class A" License for intoxicating liquors	\$250	\$500	\$500	\$350	\$250	\$500	\$500	\$500
Class "B" License for fermented malt beverages	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100
"Class B" License for intoxicating liquors	\$500	\$500	\$500	\$500	\$400	\$500	\$500	\$500
Operator's License	\$40/2 yrs.	\$30/+\$15 Prov.	\$40/2 yrs.	\$55/2 yrs.	\$50/2 yrs.	\$40/1yr	\$40/2 yrs	\$30/2 yrs.
Publication Fee	\$60	\$20	\$25	\$30	\$25	\$20	\$5	\$25

- Renewal letters are sent early March.



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

January 28, 2020

PREPARED BY

AGENDA ITEM # D.3.

Request approval to award a 3 year contract to ESRI for GIS Mapping Software for \$188,400 (\$62,800 annually).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. I-28-2020 FINANCE ESRI Software for IT Department
2. Q-387685 City of Green Bay Updated-Dec12-19



CITY OF GREEN BAY - PURCHASING DIVISION

TO: Finance Committee
FR: Jackie Krawze - Buyer, CPPB
DT: January 28, 2020
RE: Purchasing Report
Cc: Mike Hronek, Diana Ellenbecker

Report of Jackie Krawze – Buyer, CPPB:

1. Request approval to award a 3 year contract to ESRI for GIS Mapping Software for \$188,400 (\$62,800 annually).

DESCRIPTION	FUNDING SOURCE	AWARDED VENDOR	RESPONSES	\$ AMOUNT
IT - ESRI GIS Mapping Software 3 Year Contract (3/8/2020 - 3/7/2023)	101106-53020 IT - Software Maintenance	ESRI	State Contract #505ENT-W04 -ESRIGEO-01	\$188,400 3-Years (\$62,800 annually)

ESRI: The ESRI Geographic Information System (GIS) is utilized by all City departments and many citizens to maintain and query data. Most city infrastructure including pavement, storm and sanitary sewers and water infrastructure is managed with maintenance records and capital improvement projects from this software. The public can view an interactive internet map that displays aerial photography, parcel lines and can quickly gather other information from the parcel by selecting and viewing a table of information consisting of assessor, floodplain, voting, school district, garbage pickup day and much more. The inspection division utilizes the software daily to issue or deny permits from the information derived by spatial analysis such as zoning, floodplain, historic district etc. Inspection complaints can easily be mapped and supervisors can adjust district boundaries to redistribute workloads evenly. The Police Department utilizes the software daily to create historic and live E911 and police record maps. Crime incident mapping allows easy adjustment of police districts. Assessors can query the software, display data on a map and enter information about multiple parcels at a single time instead of querying each individual parcel separately for data entry. Aldermanic districts are created after census using the software.



December 19, 2019

Mr. Michael Hronek
City of Green Bay
100 N Jefferson St Rm 416
Green Bay, WI 54301-5026

Dear Michael,

The Esri Small Municipal and County Government Enterprise Agreement (EA) is a three-year agreement that will grant your organization access to Esri® term license software on an unlimited basis including maintenance on all software offered through the EA for the term of the agreement. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply geographic information system (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an enterprise agreement.

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Maintenance on all Esri software deployed under this agreement
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.

- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.
- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have. To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order: **"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."** Have it signed by an authorized representative of the organization.
2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri
Attn: Customer Service SG-EA
380 New York Street
Redlands, CA 92373-8100

e-mail: service@esri.com fax
documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Jason Fetch



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Quotation # Q-387685

Date: December 19, 2019

Customer # 12223 Contract # ENTERPRISE
AGREEMENT

City of Green Bay
Information Technology Dept
100 N Jefferson St Rm 416
Green Bay, WI 54301-5026

ATTENTION: Michael Hronek
PHONE: (920) 448-3427
EMAIL: mikehr@greenbaywi.gov

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 9/9/2019 To: 3/7/2020*

Material	Qty	Term	Unit Price	Total
168179	1	Year 1	\$55,000.00	\$55,000.00
Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement				
168179	1	Year 2	\$55,000.00	\$55,000.00
Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement				
168179	1	Year 3	\$55,000.00	\$55,000.00
Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement				
168441	1	Year 1	\$6,000.00	\$6,000.00
ArcGIS GeoEvent Server Populations of 50,001 to 100,000 Small Government Term Enterprise Agreement				
168441	1	Year 2	\$6,000.00	\$6,000.00
ArcGIS GeoEvent Server Populations of 50,001 to 100,000 Small Government Term Enterprise Agreement				
168441	1	Year 3	\$6,000.00	\$6,000.00
ArcGIS GeoEvent Server Populations of 50,001 to 100,000 Small Government Term Enterprise Agreement				
167930	180		\$30.00	\$5,400.00
Tracker for ArcGIS Enterprise Term License				

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Jason Fetch

Email:

jfetch@esri.com

Phone:

651-454-0600 ext 2331 x2331

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

FETCHJ

This offer is limited to the terms and conditions incorporated and attached herein.



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Quotation # Q-387685

Date: December 19, 2019

Customer # 12223 Contract # ENTERPRISE AGREEMENT

City of Green Bay
Information Technology Dept
100 N Jefferson St Rm 416
Green Bay, WI 54301-5026

ATTENTION: Michael Hronek
PHONE: (920) 448-3427
EMAIL: mikehr@greenbaywi.gov

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 9/9/2019 To: 3/7/2020

Subtotal:	\$188,400.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$188,400.00

The following items are optional items listed for your convenience.
These items are not included in the totals of this quotation.

Material	Qty	Unit Price	Total
162040	1	\$2,000.00	\$2,000.00
ArcGIS Monitor for ArcGIS Server Up to Four Cores Term License			
162071	4	\$250.00	\$1,000.00
ArcGIS Monitor for ArcGIS Server Additional Core Term License			

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Jason Fetch	Email: jfetch@esri.com	Phone: 651-454-0600 ext 2331 x2331
The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf , and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.		

FETCHJ

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Quotation # Q-387685

Date: December 19, 2019

Customer # 12223 Contract # ENTERPRISE AGREEMENT

City of Green Bay
Information Technology Dept
100 N Jefferson St Rm 416
Green Bay, WI 54301-5026

ATTENTION: Michael Hronek
PHONE: (920) 448-3427
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Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: OAMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 9/9/2019 To: 3/7/2020

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Jason Fetch

Email:

jfetch@esri.com

Phone:

651-454-0600 ext 2331 x2331

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

FETCHJ

This offer is limited to the terms and conditions incorporated and attached herein.

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-3)

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities**Desktop Software and Extensions** (Single Use)

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical
 Analyst, ArcGIS Publisher, ArcGIS Network
 Analyst, ArcGIS Schematics, ArcGIS Workflow
 Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup
 (Advanced and Standard)
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical
 Analyst, ArcGIS Network Analyst, ArcGIS
 Schematics, ArcGIS Workflow Manager

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
 ArcGIS Engine Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase
 Update, ArcGIS Network Analyst, ArcGIS Schematics
 ArcGIS Runtime (Standard)
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS
 Developer*
 Two (2) Esri CityEngine Single Use Licenses
 250 ArcGIS Online Viewers
 250 ArcGIS Online Creators
 37,500 ArcGIS Online Service Credits
 250 ArcGIS Enterprise Creators
 5 Insights in ArcGIS Enterprise
 5 Insights in ArcGIS Online

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Maximum number of sets of backup media, if requested**	2
Self-Paced e-Learning	Uncapped
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package)	

* Maintenance is not provided for these items

**Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if

Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee before the annual anniversary date for each year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri's federal ID number is 95-2775-732.

- c. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer

the Products to Customer or uninstall, remove, and destroy all copies of the Products.

- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

January 28, 2020

PREPARED BY

AGENDA ITEM # D.4.

Request to create a resolution that the City of Green Bay pays off more general obligation debt each year than new debt created. Nearly 18-20% of each yearly City budget pays solely for interest on City debt. We must do a better job to reduce our total debt and prioritize our capital expenses so we are not crowding out core services. Many cities and counties are facing these fiscal pressures and the City of Green Bay needs a plan to reduce our debt in the short and long term.

BACKGROUND

RECOMMENDATION

Defer to the Capital Improvement Plan – borrowing request.

FISCAL IMPACT

ATTACHMENTS

1. Finance_Vanderleest-GEN OB DEBT
2. GO Debt 2020 budget payoffs

1/14/2020

Communication by Alderman Vander Leest to Finance Committee

Request to create a resolution that the City of Green Bay pays off more general obligation debt each year than new debt created. Nearly 18-20% of the each yearly City budget pays solely for interest on city debt. We must do a better job to reduce our total debt and prioritize our capital expenses so we are not crowding out core services. Many cities and counties are facing these fiscal pressures and the City of Green Bay needs a plan to reduce our debt in the short and long term.

2020 BUDGET Projected debt:**1/28/2020**

		2020 Principal	2020 Interest less	Projected	Annual Budget
		paid off	misc revenues	payments	\$ 110,015,518
GO Debt	General Levy	7,480,558	2,549,552	10,030,110	9.1%
GO Debt	Parking Utility	171,637	105,725	277,362	0.3%
GO Debt	Bay Beach	275,000	199,422	474,422	0.4%
GO Debt	TIF's	3,103,379	1,142,836	4,246,215	3.9%
GO Debt	Sanitary Utility	1,180,663	505,119	1,685,782	1.5%
GO Debt	Storm Utility	680,406	620,478	1,300,884	<u>1.2%</u>
		12,891,643	5,123,132	18,014,775	16.4%
				-	
RDA Debt	Parking Utility	470,000	8,225	478,225	0.4%
2020 BUDGET		13,361,643	5,131,357	18,493,000	16.8%

Recommend: Defer to the Capital Improvement Plan - borrowing request.



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

January 28, 2020

PREPARED BY

AGENDA ITEM # D.5.

Property taxes increased roughly 4.1% for the City of Green Bay property tax payers in 2020. Couple this increase with the water bill rate changes and the average Green Bay home owner had a roughly \$100-120 increase to their property taxes. I propose that property taxes for the City of Green Bay would NOT increase more than 1% for the 2021 budget. Green Bay is already one of the highest property tax rates in Brown County. This is causing new home buyers to pursue other less expensive properties due to the disparity in property taxes. Ashwaubenon and Bellevue are \$450-\$500 less on the average home to Green Bay. This is critical if we wish to remain competitive in Brown County for future development and growing businesses.

BACKGROUND

RECOMMENDATION

Defer to 2021 Budget meetings.

FISCAL IMPACT

ATTACHMENTS

- I. financeVanderleest-PROP TAX

1/14/2020

Communication by Alderman Vander Leest to Finance Committee

Property taxes increased roughly 4.1% for the city of Green Bay property taxpayers in 2020. Couple this increase with the water bill rate changes and the average Green Bay home owner had a roughly \$100-\$120 increase to their property taxes. I propose that property taxes for the City of Green Bay would NOT increase more than 1% for the 2021 budget. Green Bay is already one of the highest property tax rates in Brown County. This is causing new home buyers to pursue other less expensive properties due to the disparity in property taxes. Ashwaubenon and Bellevue are \$450-\$500 less on the average home to Green Bay. This is critical if we wish to remain competitive in Brown County for future development and growing businesses.



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

January 28, 2020

PREPARED BY

AGENDA ITEM # D.6.

Report of the Claims Committee

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

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. CONFIDENTIAL - Claims Committee Rpt January 2020