



AGENDA OF THE FINANCE COMMITTEE

TUESDAY, JULY 26, 2022, 4:30 PM
Virtual Meeting. Public may join via Zoom.
Immediately following Personnel.

A. Zoom Meeting Information.

1. This item contains Zoom information, instructions, and a link to the Virtual Comment Form.

B. Roll Call.

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

C. Approval of the Agenda.

D. Approval of Minutes.

1. Approval of the Finance Committee minutes from the June 21, 2022 meeting.

E. Regular Business.

1. For consideration with possible action to rescind personal property taxes for account #30003 Baker and Macarthur, Inc. for a total of \$84.32.
2. Review the City of Green Bay's 10-33 program inventory.
3. Consideration with possible action of approval on the purchase of two (2) Mercury Outboard Motors 250XL replacements for Police Boat 109.
4. For consideration with possible action the acceptance of the City-wide Comprehensive Energy Planning/PCS Energy Innovation Grant of \$87,000 with a local match of \$56,000.
5. For consideration with possible action a budget amendment resolution to transfer up to \$100,000.00 from Contingency account to Parks department to allow ordering of materials and contracting out the necessary work to fix the damaged amenities within the park system from the June 15, 2022 storm.
6. Consideration with possible action on accepting an AmeriCorps Program Funding Grant for

\$378,745 to implement the Green Bay Conservation Corps program.

7. For consideration with possible action to allocate the American Rescue Plan Act (ARPA) funding proposals.
8. A request by Ald. Jennifer Grant to the Finance Committee which states: "For disclosure (from staff) with discussion and possible action of all approved, proposed, and pending ARPA requests with dollar amounts attached."
9. 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 will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

F. Informational.

1. 2022 Contingency Account: \$184,297.00
2. The next Finance Committee meeting will be held on Tuesday, August 23, 2022 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.

Virtual Meeting Instructions



Finance Committee

Zoom Meeting Information

Join Zoom Meeting

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

Meeting ID: 881 4252 4379

Passcode: 846368

One tap mobile

+13126266799,,88142524379#,,,,*846368# US (Chicago)

+19292056099,,88142524379#,,,,*846368# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 881 4252 4379

Passcode: 846368

Find your local number: <https://us02web.zoom.us/j/88142524379>

Public Comments

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

Additional Information

1. Wisconsin Open Meetings Law still applies
 - a. Persons interested in speaking to an item must state their name and address for the minutes.
 - b. Committee/Commission/Board members will still follow *Roberts Rules of Order Newly Revised 12th edition*.
2. Please log into the Zoom meeting at least 10 minutes before the meeting begins to ensure a proper connection and that your technology is working.
 - a. If you are a Board Member, please log into [CivicClerk](#) with a computer, laptop, or tablet device.
3. Once you are in the meeting please mute yourself.
 - a. You may unmute yourself when you are called upon to speak.
4. Waiting room
 - a. When you call in or connect via web or Zoom app, you will be placed in a "waiting room."
 - b. The meeting host will then admit you to the meeting, and mute you upon entrance (you will still be able to hear and or otherwise observe the meeting).
5. Registering
 - a. The host may ask you to register for the meeting. A registration link will be sent to you along with the invite. You'll receive another email confirming that you're registered for the meeting.
 - b. If you're using a phone, your registration will be tied to an email.
6. Raising your hand
 - a. Committee/Commission/Board members—you can either use CivicClerk and request to speak or you can also utilize the "raise your hand" tool in the Zoom platform (you'd need to use a computer or tablet) to let the host know you would like to speak. You can also un-mute yourself and start speaking.
 - b. Persons with items on the agenda or other interested parties—you can also utilize the "raise your hand" tool on the Zoom platform via computer or mobile device. You will be allowed to speak once the committee, commission, or board has moved to "open the floor for interested parties to speak." Once discussion on your agenda item has concluded, the host will mute you, unless the committee opens the floor again.
7. What devices should I use?
 - a. Smart phone (please see more detailed instructions on page 3)
 - b. Land line
 - c. Tablet—in advance of the meeting, please download the Zoom Meeting app by using either the Apple Store or the Play Store. You will be asked to input your name, to identify you for the meeting.
 - d. Computer—you can access the meeting through a web browser by clicking on the meeting link, or through the Zoom Meeting app. If using the app, please download it in advance of the meeting. You will be asked to input your name, to identify yourself for the meeting.
 - e. For tablet and computer users—if you download the app you may be asked to verify your email.

8. Zoom etiquette
 - a. Muting yourself when you're not speaking will prevent your background noise from interfering with others' ability to listen to and participate in the meeting.
 - b. If you're using a telephone, please identify yourself with your phone number and state your name and address before you speak. Zoom meeting hosts can see only your telephone number and will ask you to identify yourself.
9. Closed session
 - a. Persons in the Zoom meeting will be put into a waiting room while the committee/commission/board meets in Closed Session. Participants will be admitted back into the Zoom meeting once the committee reconvenes in Open Session.
 - b. Persons watching a Common Council meeting live on YouTube will see a gray screen with the City logo during closed session.
10. Persons interested in attending anonymously or listening to the meeting may call in by dialing *67 followed by the phone number in the Zoom Meeting Information box.

Calling into the Zoom meeting using a smartphone

1. Dial the phone number listed at the beginning of this document.
2. When prompted, enter the Meeting ID number followed by #
3. Once you are in the meeting, notify the meeting host that you are in and state your name.
4. If you do not wish to speak, please make sure your phone is on **Mute**
 - a. If you're using a smartphone, look at your screen and click the Mute button





Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

July 26, 2022

PREPARED BY

AGENDA ITEM # E.I

For consideration with possible action to rescind personal property taxes for account #30003 Baker and Macarthur, Inc. for a total of \$84.32.

BACKGROUND

Two personal property accounts were created in error for the same business.
The 2021 assessed value of the personal property was \$3,400
The corrected 2021 personal property assessment is \$0

The initial correction was made for the incorrect account #30039.
This request replaces the Finance Committee 5/24/2022 request to refund and rescind personal property #30039 Baker and Macarthur, Inc for a total of \$444.82.

RECOMMENDATION

Approve.

FISCAL IMPACT

ATTACHMENTS

- I. Resolution to rescind #30003 Baker



Office of the City Assessor

DATE: 7/8/2022
TO: Finance Committee
City of Green Bay
FROM: Alex Drews
Appraiser
RE: Adjustment of **2021** PERSONAL PROPERTY Tax Bill

Please be advised that I am recommending that the **2021** tax bill be adjusted for the following PERSONAL PROPERTY account:

<u>ACCT #</u>	<u>BUSINESS NAME</u>	<u>ADDRESS</u>
30003	Some Place Else (Tavern)	1699 E Mason St

Reason: Two personal property accounts were created in error for the same business. The initial correction was made for the incorrect account. Delete correct duplicate account.

The 2021 assessed value of the personal property was \$3,400
The corrected 2021 personal property assessment is \$0

Refund taxes according to this adjustment.

Cc: Diana Ellenbecker

Request for Charge Back of Rescinded or Refunded Taxes

(Sec. 74.41, Wis. Stats.)

DOR USE ONLY

Case no.

1	Assessment year 2021	Co-muni code 05 – 231	Municipality CITY OF GREEN BAY	County BROWN																																																																							
2	☐ Real estate parcel no. ☒ Personal property account no. 30003			Is this parcel in a TID? ☒ No ☐ Yes TID no.																																																																							
3	Property owner name BAKER AND MACARTHUR INC			Personal property category (see instructions) 4 All other Personal Property not Exempt																																																																							
4	<table border="1" style="width:100%; border-collapse: collapse;"><thead><tr><th colspan="4">Real Estate Assessment BEFORE Adjustment</th><th colspan="4">Assessment AFTER Adjustment</th><th rowspan="2">(g) Total Assessment Difference (c - f)</th></tr><tr><th>Class</th><th>(a) Land</th><th>(b) Improvement</th><th>(c) Total (a + b)</th><th>Class</th><th>(d) Land</th><th>(e) Improvement</th><th>(f) Total (d + e)</th></tr></thead><tbody><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td style="text-align: right;">0</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td style="text-align: right;">0</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td style="text-align: right;">0</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td style="text-align: right;">0</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td style="text-align: right;">0</td></tr><tr><td>Total</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td style="text-align: right;">0</td></tr></tbody></table>				Real Estate Assessment BEFORE Adjustment				Assessment AFTER Adjustment				(g) Total Assessment Difference (c - f)	Class	(a) Land	(b) Improvement	(c) Total (a + b)	Class	(d) Land	(e) Improvement	(f) Total (d + e)									0									0									0									0									0	Total								0
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7	Net taxes rescinded or refunded to be charged back to taxing jurisdictions – EXCLUDING INTEREST																																																																										
	<table border="1" style="width:100%; border-collapse: collapse;"><thead><tr><th style="width:10%;">Code</th><th style="width:60%;">Name of Taxing Jurisdictions</th><th style="width:30%;">Net Tax</th></tr></thead><tbody><tr><td>a.</td><td>State of Wisconsin</td><td></td></tr><tr><td>b.</td><td>County BROWN</td><td></td></tr><tr><td>c.1</td><td> 05 – 5040 Special district GREEN BAY METRO SEWER DISTRICT </td><td></td></tr><tr><td>c.2</td><td> – Special district < Select a District > </td><td></td></tr><tr><td>d.</td><td>Local CITY OF GREEN BAY</td><td></td></tr><tr><td>e.</td><td> 05 – 2289 School district GREEN BAY </td><td></td></tr><tr><td>f.</td><td> – Union high school district</td><td></td></tr><tr><td>g.</td><td> 1300 Technical college district NORTHEAST WISCONSIN TECH COLLEGE GNB </td><td></td></tr><tr><td>h.</td><td>Total net tax rescinded or refunded – EXCLUDING INTEREST <i>(This amount is after School Levy Tax Credit.)</i></td><td> </td></tr></tbody></table>				Code	Name of Taxing Jurisdictions	Net Tax	a.	State of Wisconsin		b.	County BROWN		c.1	05 – 5040 Special district GREEN BAY METRO SEWER DISTRICT		c.2	– Special district < Select a District >		d.	Local CITY OF GREEN BAY		e.	05 – 2289 School district GREEN BAY		f.	– Union high school district		g.	1300 Technical college district NORTHEAST WISCONSIN TECH COLLEGE GNB		h.	Total net tax rescinded or refunded – EXCLUDING INTEREST <i>(This amount is after School Levy Tax Credit.)</i>																																										
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8	Select the appropriate statute and explanation why these taxes were rescinded or refunded. Statute no(s). 70.43 - Assessor correction of error Explanation: Double assessment Additional explanation: <i>(If you need more space, include as an attachment)</i> Two personal property accounts were created in error for the same business. Initial correction was made for the incorrect account. Delete correct duplicate account.																																																																										

9	Preparer name ALEX DREWS	Email ALEX.DREWS@GREENBAYWI.GOV
	Daytime phone (920) 448-3074	

PERSONAL PROPERTY TAX BILL FOR 2021

CITY OF GREEN BAY

Total Due For Full Payment

Bill #: 835374
Parcel #: 30003
Alt. Parcel #:

BAKER & MACARTHUR INC
WILLIAM BAKER
1699 E MASON ST
GREEN BAY WI 54302

By January 31, 2022
\$84.32

-- OR --

Pay First Installment
By January 31, 2022
\$84.32

Make Check Payable and Mail to:
CITY OF GREEN BAY
TAX COLLECTION
100 N JEFFERSON ST ROOM 106
GREEN BAY WI 54301-5026
(920) 448-3055



Tear off this stub and include with your first or full payment. If receipt is needed, send a self-addressed stamped envelope.
If payment is made by check, receipt is not valid until check has cleared all banks.

PAYMENT METHODS AND LOCATIONS:

MAIL: City of Green Bay, Tax Collection, 100 N Jefferson St, Room 106
Green Bay, WI 54301-5026

ONLINE: www.browncountywi.gov/propertytax
VPS Convenience Fees: E-check \$1.25, Personal Visa Debit Cards \$3.95, and
Credit Cards/Other Debit Cards 2.55%

IN PERSON: City Hall Clerk's Office (available Mon-Fri 8:00AM-4:30PM, except holidays)
Parking is available at the hooded meter spots on north-side of City Hall

DROP BOX: Located on the Northeast entrance of City Hall (available any time)

NOTE: Receipts are available to view and print for no charge at
www.browncountywi.gov/propertytax



Property Address
1699 E MASON ST

STATE OF WISCONSIN
PERSONAL PROPERTY TAX BILL FOR 2021
CITY OF GREEN BAY
BROWN COUNTY

BILL NO. 835374
Correspondence should refer to parcel number
PARCEL#: 30003

SEQ# 195

Assessed Value Land Personal	Ass'd Value Improvements Property	Total Assessed Value 3,400	Ave. Assmt. Ratio 0.7945	Est. Fair Mkt. Land Personal	Est. Fair Mkt. Improvements Property	Total Est. Fair Mkt. 4,300	☐ A star in this box means unpaid prior year taxes
Taxing Jurisdiction	2020 Est. State Aids Allocated Tax Dist.	2021 Est. State Aids Allocated Tax Dist.		2020 Net Tax	2021 Net Tax	% Tax Change	Gross Property Tax 84.32 First Dollar Credit Lottery Credit Net Property Tax 84.32
CITY OF GREEN BAY	20,717,154	20,996,476		26.26	33.31	26.8%	
NORTHEAST WI VTAE	6,766,480	7,132,654		2.49	3.16	26.9%	
GREEN BAY SCH DIST	142,576,159	147,850,851		25.67	32.38	26.1%	
BROWN COUNTY	2,460,375	2,501,522		12.07	15.47	28.2%	
Total	172,520,168	178,481,503		66.49	84.32	26.8%	
	First Dollar Credit Lottery & Gaming Credit Net Property Tax			66.49	84.32	26.8%	
School taxes reduced by school levy tax credit	\$6.24	IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.			Net Assessed Value Rate (Does NOT reflect credits)		TOTAL DUE FOR FULL PAYMENT PAY BY January 31, 2022 \$ 84.32 Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty. Failure to pay on time. See reverse.
BAKER & MACARTHUR INC WILLIAM BAKER 1699 E MASON ST GREEN BAY WI 54302					0.024800104		

FOR INFORMATIONAL PURPOSES ONLY
- Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
GREEN BAY SCH DIST	8,154,993.00	4.33	2027
GREEN BAY SCH DIST	11,573,235.00	6.15	2027

NOTE:

RETAIN THIS
PORTION AS
YOUR COPY

SEE REVERSE
SIDE FOR
IMPORTANT
INFORMATION

PA-6852 (R. 8-15)

CITY OF GREEN BAY
TAX COLLECTION
100 N JEFFERSON ST ROOM 106
GREEN BAY WI 54301-5026

TAX BILL ENCLOSED
for 30003

PRESORTED
FIRST CLASS MAIL
US POSTAGE PAID
UMS

FORWARDING SERVICE REQUESTED

BAKER & MACARTHUR INC
WILLIAM BAKER
1699 E MASON ST
GREEN BAY WI 54302

**RESOLUTION AUTHORIZING CANCELLATION
OF 2021 PERSONAL PROPERTY TAXES**

August 2, 2022

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

That, pursuant to the recommendation of the Finance Committee at its meeting of July 26, 2022, the personal property taxes for 2021 for the following account numbers are hereby cancelled.

<u>Account</u>	<u>Year</u>	<u>Amount</u>	<u>Action</u>
30003	2021	\$84.32	Rescind

Baker & Macarthur Inc, 1699 E Mason St

Adopted _____

Approved _____

Mayor

Clerk



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

July 26, 2022

PREPARED BY

AGENDA ITEM # E.2

Review the City of Green Bay's 10-33 program inventory.

BACKGROUND

Equipment sent back to the 10-33 program highlighted in green. Some of the categories updated to use plain language instead military terms.

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 1033 Inventory Plain Language

ITEM NAME	PLAIN LANGUAGE	QTY	UNIT COST	TOTAL VALUE	SN	SHIP DATE
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$499.00	\$499.00	5438284	April 30, 1996
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$499.00	\$499.00	5439375	April 30, 1996
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$499.00	\$499.00	5440555	April 30, 1996
RIFLE,7.62 MILLIMETER	M14 RIFLE	1	\$138.00	\$138.00	1038191	November 17, 2006
RIFLE,7.62 MILLIMETER	M14 RIFLE	1	\$138.00	\$138.00	1243683	November 17, 2006
RIFLE,7.62 MILLIMETER	M14 RIFLE	1	\$138.00	\$138.00	855711	November 17, 2006
RIFLE,7.62 MILLIMETER	M14 RIFLE	1	\$138.00	\$138.00	857636	November 17, 2006
RIFLE,7.62 MILLIMETER	M14 RIFLE	1	\$138.00	\$138.00	861413	November 17, 2006
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$120.00	\$120.00	025880	August 31, 2010
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$120.00	\$120.00	026893	August 31, 2010
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$120.00	\$120.00	051003	August 30, 2010
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$120.00	\$120.00	051293	August 31, 2010
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$120.00	\$120.00	056917	August 31, 2010
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$120.00	\$120.00	059120	August 31, 2010
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$120.00	\$120.00	068379	August 30, 2010
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$120.00	\$120.00	228560	August 31, 2010
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$120.00	\$120.00	229472	August 31, 2010
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$120.00	\$120.00	234274	August 31, 2010
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$120.00	\$120.00	265740	August 30, 2010
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$120.00	\$120.00	306382	August 30, 2010
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$120.00	\$120.00	316519	August 30, 2010
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$120.00	\$120.00	4012646	August 30, 2010
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$120.00	\$120.00	4023317	August 30, 2010
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$120.00	\$120.00	4033138	August 31, 2010
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$120.00	\$120.00	4038777	August 30, 2010
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$120.00	\$120.00	4041942	August 30, 2010
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$120.00	\$120.00	4042531	August 30, 2010
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$120.00	\$120.00	4045751	August 31, 2010
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$120.00	\$120.00	4047227	August 31, 2010
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$120.00	\$120.00	4255452	August 30, 2010
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$120.00	\$120.00	4278629	August 31, 2010
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$749.00	\$749.00	10581410	November 18, 2014
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$749.00	\$749.00	1901244	November 18, 2014
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$749.00	\$749.00	4416523	November 18, 2014
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$749.00	\$749.00	6294883	November 18, 2014
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$749.00	\$749.00	6313202	November 19, 2014
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$749.00	\$749.00	6313852	November 18, 2014
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$749.00	\$749.00	6375124	November 18, 2014
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$749.00	\$749.00	6376982	November 18, 2014
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$749.00	\$749.00	6380244	November 18, 2014
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$749.00	\$749.00	6381249	November 18, 2014
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$749.00	\$749.00	6382830	November 18, 2014
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$749.00	\$749.00	6383992	November 18, 2014
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$749.00	\$749.00	6384000	November 18, 2014
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$749.00	\$749.00	6386100	November 18, 2014
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$749.00	\$749.00	6390316	November 18, 2014
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$749.00	\$749.00	6393805	November 18, 2014
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$749.00	\$749.00	6393842	November 18, 2014
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$749.00	\$749.00	6421645	November 19, 2014
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$749.00	\$749.00	6424477	November 19, 2014
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$749.00	\$749.00	6482747	November 19, 2014
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$749.00	\$749.00	6531810	November 19, 2014
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$749.00	\$749.00	6531813	November 18, 2014
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$749.00	\$749.00	7031047	November 19, 2014
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$749.00	\$749.00	7050587	November 18, 2014
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$749.00	\$749.00	7229818	November 18, 2014
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$749.00	\$749.00	7244659	November 18, 2014
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$749.00	\$749.00	7357394	November 18, 2014
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$749.00	\$749.00	7357395	November 18, 2014
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$749.00	\$749.00	7357397	November 19, 2014
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$749.00	\$749.00	7357398	November 19, 2014
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$749.00	\$749.00	7357401	November 19, 2014
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$749.00	\$749.00	7357457	November 18, 2014
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$749.00	\$749.00	7357468	November 18, 2014
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$749.00	\$749.00	7357560	November 19, 2014
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$749.00	\$749.00	7357594	November 19, 2014
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$749.00	\$749.00	7357629	November 18, 2014
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$749.00	\$749.00	7357633	November 18, 2014
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$749.00	\$749.00	7357652	November 18, 2014
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$749.00	\$749.00	7357681	November 19, 2014
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$749.00	\$749.00	7357697	November 18, 2014
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$749.00	\$749.00	7375461	November 19, 2014
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$749.00	\$749.00	7394271	November 19, 2014
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$749.00	\$749.00	7398126	November 18, 2014
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$749.00	\$749.00	7455839	November 18, 2014
RIFLE,5.56 MILLIMETER	M16 RIFLE	1	\$749.00	\$749.00	7455859	November 19, 2014
ADAPTER RAIL,WEAPON MOUNTED,M4	QUAD RAIL ADAPTER FOR M4 RIFLE	35	\$81.18	\$6,088.50	NULL	July 2, 2019
RANGE FINDER-TARGET DESIGNATOR,LASER	LONG RANGE BINOCULARS WITH THERMAL CAPABILITY	2	\$73,929.00	\$147,858.00	120088120092	July 11, 2019
SIGHT,REFLEX	AIMPOINT M4S RED DOT SIGHT	10	\$446.00	\$4,460.00		August 8, 2019
DIVER'S SUIT	DRY SUIT FOR DIVE TEAM	10	\$1,122.75	\$11,227.50		January 23, 2020
ILLUMINATOR,INTEGRATED,SMALL ARMS	INFRARED LASER FOR RIFLES	27	\$870.00	\$40,890.00		November 14, 2017
VIEWER,NIGHT VISION	SHORT RANGE THERMAL VIEWER	6	\$19,038.32	\$152,306.56		March 13, 2019
SIGHT,NIGHT VISION SNIPERSCOPE	NIGHT VISION SNIPER SCOPE	1	\$8,795.00	\$8,795.00	0173D	July 31, 2019
SIGHT,NIGHT VISION SNIPERSCOPE	NIGHT VISION SNIPER SCOPE	1	\$8,795.00	\$8,795.00	20444	July 31, 2019
SIGHT,NIGHT VISION SNIPERSCOPE	NIGHT VISION SNIPER SCOPE	1	\$8,795.00	\$8,795.00	21470	July 31, 2019
SIGHT,NIGHT VISION SNIPERSCOPE	NIGHT VISION SNIPER SCOPE	1	\$8,795.00	\$8,795.00	23344	July 31, 2019
SIGHT,NIGHT VISION SNIPERSCOPE	NIGHT VISION SNIPER SCOPE	1	\$8,795.00	\$8,795.00	23640	July 31, 2019
SIGHT, BORE, OPTICAL	ACOG RIFLE SCOPE	4	\$865.00	\$3,460.00		December 21, 2020
TRUCK, MULTISTOP DELIVERY	STEP VAN OR DELIVERY TRUCK	1	\$9,087.00	\$9,087.00		September 15, 2021
CLOTHING, SPECIAL...	BALACLAVA	40	\$13.00	\$520.00		January 11, 2022
SPEAKER, COMMUNICATIONS EQUIPMENT	PA SPEAKER	1	\$600.00	\$600.00		February 23, 2022
BARRIER, VEHICLE ARRESTING PORTABLE	VEHICLE BARRIERS	4	\$26,592.18	\$106,368.72		March 8, 2022
CAMERA, DIGITAL	DIGITAL SLR CAMERA	1	\$400.00	\$400.00		March 10, 2022
TRUCK, CARRYALL	MIDSIZE SUV	1	\$26,435	\$26,435.00		March 30, 2022

Quantity reduced from 75 to 35

Quantity reduced from 47 to 27



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

July 26, 2022

PREPARED BY

AGENDA ITEM # E.3

Consideration with possible action of approval on the purchase of two (2) Mercury Outboard Motors 250XL replacements for Police Boat 109.

BACKGROUND

Part of the 2022 budget.

RECOMMENDATION

Approve.

FISCAL IMPACT

ATTACHMENTS

- I. Police request for Approval for Purchase 2 outboards Fin Comte



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

Phone 920.448.3047
Fax 920.448.3050

07/14/2022

Finance Committee 07/26/2022

Consideration with possible action of approval on the Purchase of two (2) Mercury Outboard Motors 250XL replacements for Police Boat 109. Motors are going to be purchased directly from Mercury Marine off a Government Pricing Schedule.

Total Price for two (2) 250XL Mercury Outboards \$36,064.79
Lead Time on this Purchased is estimated to be 54 weeks.
2022 Budget Funds

Respectfully Submitted,

Thomas J. Walenski
Procurement Manager
City of Green Bay



QUOTE/PROFORMA

Deliver To:

Page: 1 of 1

Quote Number: 11217670

Quote Date: 10-MAR-22

Bill To : 69442

Green Bay Police Department
307 S Adam St
Green Bay, WI 54301
United States

Ship To: Green Bay Police Department
307 S Adam St
Green Bay, WI 54301
United States

Salesperson: Abell, Patricia A

Expiration Date: 15-MAY-22

Currency: USD

BOAT #109

Customer PO	Number Line Item	Request	Date	Qty	Ord	Unit	Selling Price	Extended Price	Weight (LBS)	Volume (FT3)
Payment Terms	60 Net									
	1 12500013A - 250XL DTS	10-MAR-22		1		Each	16,617.00	16,617.00	850	85
	2 12500017A - 250CXL DTS	10-MAR-22		1		Each	16,973.00	16,973.00	856	85
	3 8M0079499 - R/C CONSL KT-DUAL	10-MAR-22		1		Each	2,474.79	2,474.79	32.5	3.56

Quote Total 36,064.79

Weight: (LBS) 1738.5

Volume: (FT3) 173.56

Please sign this page to confirm that you are in
agreement with the price above.

Client signature

Prices and approximate shipping expenses are subject to change and actual prices and charges will be invoiced at date of shipment. Since freight, insurance, forwarder and other fees are estimates, it is preferable that Letters of Credit be opened for total value amount, plus transportation as indicated above. Please allow transshipment and partial shipments, as some of the merchandise may be backordered. Establish validity of credit for as long as possible, with a minimum of 90 days. All banking charges incurred in or outside the U.S. are for the applicant's a/c.

If you have any questions in regards to this order acknowledgement please contact your Mercury Sales Representative

City of Green Bay, Wisconsin
REQUEST FOR APPROVAL OF "NO SUBSTITUTE" PURCHASE SPECIFICATION

TO : Purchasing Division/Administrative Services

DATE: 06/20/22

FROM: Department/Division Police Department

REQUISITION #

List "No Substitute" Item(s) here:

Engine Replacements (2) for Boat #109

Select One:

- ☒ 1) One Time Purchase Estimated Cost: \$ \$36,065
- ☐ 2) Annual Commodity purchase: Estimated annual cost: \$
- ☐ 3) Item may be purchased again: Indicate term: Estimated Annual Cost: \$

Example: 1 year, indefinite, etc. Long term requests will be reevaluated periodically)

We request approval of a "NO SUBSTITUTE" specification for the purchase of the subject item(s)

Check appropriate justification(s). Provide DETAILED explanation(s) below.

- ☐ 1. Sole Source – The below signed has searched the market and verified that no comparable item is available.
- ☒ 2. Single Source – Although comparable items are available, THIS is the only brand/model that will work.
- ☐ 3. Item(s) is (are) only acceptable replacement part(s) known for (Identify)
- ☐ 4. Continuity of design is overriding consideration (ex: playground equipment or street furniture)
- ☐ 5. Safety:
- ☐ 6. Other:

*Explanations shall contain sufficient information and justification for the items to be considered and approved as "NO SUBSTITUTE" items. Failure to do so will result in the request being denied and returned to the originator.

*Recommending Department Head will be available to defend said recommendation to the appropriate City Committee and/or Common Council.

PLEASE EXPLAIN YOUR REASONS FOR THIS REQUEST (additional info may be attached on a separate sheet):

Our Marine Unit Team solicited a direct quote from Mercury for the replacement of the 2 engines on Boat #109. The engines quoted are the exact make and model of the current engines. No substitutes due to working capabilities with the boat's current drive train equipment. Recommend direct purchase from Mercury as this is government pricing. Quote does not include removal of old equipment and installation of new equipment (We have a quote from a local vendor). Please refer to attached support documents. Approved 2022 budget funds. GBPD contact is Lt. Jordan Atlas.

Approvals:

Requestor:

Date:

Department Head:

Date:

Purchasing Manager:

Date:

Contract Buy - S.S. not required T.W. 6/23



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

July 26, 2022

PREPARED BY

AGENDA ITEM # E.4

For consideration with possible action the acceptance of the City-wide Comprehensive Energy Planning/PCS Energy Innovation Grant of \$87,000 with a local match of \$56,000.

BACKGROUND

- Development of community-wide energy action plan to reduce energy usage and carbon emissions.
- Grant project will be carried out by the grant partners: Staff from Public Works, CED, IT, GB Water Utility, GB Metro Transit, and Slipstream (consultant).
- Local match: In-kind labor hours from Resiliency Coordinator, Planning Department, IT, Green Bay Water Utility, Green Bay Transit, and Slipstream.
- Local match: Financial contribution of \$15,000 from DPW, \$5,000 Green Bay Metro Transit, \$5,000 Green Bay Water Utility, and \$1,000 Sisters of St. Francis of the Holy Cross.
- Additional hours to support this grant have been pledged by UWGB, NWTC, and Green Bay Sustainability Commission.

RECOMMENDATION

Approve.

FISCAL IMPACT

ATTACHMENTS

- I. City-wide energy planning innovation grant



GRANT TRACKING FORM

PART #1: Notification of Grant Funds

([emailto:PamelaMa@greenbaywi.gov](mailto:PamelaMa@greenbaywi.gov))

APPLICANT DEPARTMENT: Public Works

DATE: 4/25/2022

APPLICANT DEPARTMENT GRANT CONTACT NAME/TITLE: Melissa Schmitz/Resiliency Coordinator

APPROPRIATE COMMITTEE: Finance

NAME OF GRANT/FUNDING SOURCE: City-wide Comprehensive Energy Planning/PSC Energy Innovation Grant Program

AMOUNT OF GRANT REQUEST: \$87,000

LOCAL MATCH REQUIREMENT: \$56,000

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

TIMEFRAME OF GRANT: 08/02/2022 through 06/30/2023

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

PURPOSE OF GRANT (summary): Development of community-wide energy action plan to reduce energy usage and carbon emissions.

How does the grant meet City/Department needs? Supports the City's climate goal of 100% clean energy carbon neutrality by 2050.

What are the personnel requirements (include both existing and new staff) of the grant? Grant project will be carried out by the grant partners: Staff from Public Works, CED, IT, GB Water Utility, GB Metro Transit, and Slipstream (consultant).

DEPARTMENT HEAD SIGNATURE: _____

PART #2: Request to Accept Grant Funds

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

AMOUNT OF GRANT AWARD: \$87,000

CFDA/STATE ID #: _____

LOCAL MATCH REQUIREMENT: \$56,000

Please describe the source of match, if applicable: Matching funds from Public Works, Transit, Water Utility, & Sisters of St. Francis of the Holy Cross

Please describe any major changes in proposed grant-funded activities: No changes.

Please describe what the grant money will be spent on: Grant money will be spent on consultant fees to implement grant activities.

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

City of Green Bay

Green Bay Citywide Energy Planning

Summary of Project Budget				
Line	Description	PSC Grant Request	Applicant Cost Share	Total Project Cost
1	Personnel		\$25,272	\$25,272
2	Fringe			\$0
3	Equipment			\$0
4	Supplies	\$5,000		\$5,000
5	Travel			\$0
6	Contractual	\$82,000	\$31,000	\$113,000
7	Other			\$0
8	Indirect			\$0
Totals		\$87,000	\$56,272	\$143,272
% of Total		61%	39%	

Applicant Comments:

- The applicant cost share value includes a contribution from each of the applicant entities. The City of Green Bay has committed 416 hours from the Resiliency Coordinator at an hourly rate of \$32, 20 hours from the Planning department at a rate of \$33, and 40 hours from IT at a rate of \$32.50. This amounts to \$15,272. The Green Bay Water Utility and Green Bay Transit both committed \$5,000 in in-kind labor hours.
- The supplies line will be grant-funded and will cover a postcard mailing to market the survey to residents. We will send postcards to roughly 20% of households in Green Bay or 8,500 households. At a cost of \$0.59 per postcard, this amounts to \$5,000.
- The \$113,000 on the contractual line covers Slipstream's efforts on the project. The majority, \$82,000, will be OEI-grant funded. An additional \$25,000 represents financial contributions from the city, Green Water Utility, and Green Bay Metro Transit: Green Bay Department of Public Works will contribute \$15,000, Green Bay Metro Transit will contribute \$5,000 and Green Bay Water Utility will contribute \$5,000. The Water Utility's contribution is subject to budget approval in 2023. The Sisters of St Francis of the Holy Cross also committed a \$1,000 contribution towards the project. Slipstream will provide a \$5,000 in-kind labor contribution.
- The grant will also have support from University of Wisconsin-Green Bay (UWGB) and Northeast Wisconsin Technical College (NWTC). UWGB has pledged 280 student intern hours and 40 faculty hours. NWTC has pledged 80 hours of student time. These hours have not been translated in a dollar value and are not included in the budget above.
- The Green Bay Sustainability Commission will also support the project. They will contribute 100 volunteer hours. These hours have not been translated in a dollar value and are not included in the budget above.

AGREEMENT

Between the

**PUBLIC SERVICE COMMISSION OF WISCONSIN
OFFICE OF ENERGY INNOVATION**

and

CITY OF GREEN BAY, WISCONSIN

THIS AGREEMENT is made and entered into by and between the Public Service Commission of Wisconsin Office of Energy Innovation (“OEI”), representing the State of Wisconsin, and **CITY OF GREEN BAY, WISCONSIN** (“Grant Recipient”) (collectively “parties”) for the Performance Period of the date this agreement is signed by the OEI and the Grant Recipient through **June 30, 2023**.

WHEREAS, on behalf of the State, the OEI administers the **Energy Innovation Grant Program** ("Program") to provide funds for eligible activities; and

WHEREAS, it is the intention of the parties to this Agreement that all activities described herein shall be for their mutual benefit; and

WHEREAS, the OEI has approved an award to the Grant Recipient in the amount of **\$87,000.00** for eligible activities herein described; and

WHEREAS, the terms and conditions herein shall survive the Performance Period and shall continue in full force and effect until the Grant Recipient has completed and is in compliance with all the requirements of this Agreement; and

WHEREAS, this Agreement is mutually exclusive and is distinguished from all previous Agreements between the Grant Recipient and the OEI and contains the entire understanding between the parties;

NOW, THEREFORE, in consideration of the mutual promises and dependent documents, the parties hereto agree as follows:

The following documents are part of this Agreement:

- 1) This Agreement (including all attachments)
- 2) Scope of Work (ATTACHMENT A)
- 3) Budget (ATTACHMENT B)
- 4) Grant Recipient Proposal (as accepted by the OEI) (ATTACHMENT C)
- 5) Special Provisions Relating to Work Funded Under American Recovery and Reinvestment Act of 2009 (Mar 2009) (“ARRA Provisions”) (ATTACHMENT D)
- 6) Order, dated (May 05, 2022), in docket 9709-FG-2021 awarding grants (PSC REF#: [437798](#))

BY: _____
Eric Genrich

TITLE: Mayor

DATE: _____

BY: _____
Kristy Nieto

**TITLE: Administrator, Division of Digital Access,
Consumer, and Environmental Affairs**

DATE: _____

GENERAL TERMS AND CONDITIONS

ARTICLE 1. CONTRACT ADMINISTRATION

The OEI employee responsible for the administration of this Agreement shall be the Division of Business and Program Management Administrator or their designee and who shall represent the OEI's interest in review of quality, quantity, rate of progress, timeliness of services, and related considerations as outlined in this Agreement.

The Grant Recipient's employee responsible for the administration of this Agreement shall be **Melissa M Schmitz**, who shall represent the Grant Recipient's interest regarding Agreement performance, financial records and related considerations. The OEI shall be immediately notified of any change of this designee.

ARTICLE 2. APPLICABLE LAW

This Agreement shall be governed by the Laws of the State of Wisconsin and the United States. The Grant Recipient shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which are in effect during the Performance Period of this Agreement and which in any manner affect the work or its conduct. In addition, the Grant Recipient pledges to abide by and comply with the following requirements:

1. Contract funds shall not be used to supplant existing funding otherwise budgeted or planned for projects outside of this program whether under local, state or federal law, without the consent of the OEI.
2. The Grant Recipient, its agents and employees shall observe all relevant provisions of the Ethics Code for Public Officials under Wis. Stat. Secs. 19.41 *et seq* and 19.59 *et seq*.

ARTICLE 3. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Wisconsin and the United States. Any legal action regarding this Agreement, as amended, or its provisions shall be subject to Wisconsin Statute Chapter 227. Any Chapter 227 proceeding or dispute or controversy arising under this Agreement must be brought in a court of competent jurisdiction in Dane County, Wisconsin Circuit Court, or the Federal District Court of the Western District of Wisconsin. The Parties consent to the jurisdiction of such court and waive any objection to such jurisdiction.

ARTICLE 4. LEGAL RELATIONS AND INDEMNIFICATION

The Grant Recipient shall at all times comply with and observe all federal and state laws and published circulars, local laws, ordinances, and regulations which are in effect during the Performance Period of this Agreement and which in any manner affect the work or its conduct.

In carrying out any provisions of this Agreement or in exercising any power or authority contracted to the Grant Recipient thereby, there shall be no personal liability upon the OEI, it being understood that in such matters the OEI act as agents and representatives of the State.

The Grant Recipient shall indemnify and hold harmless the OEI and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Grant Recipient, or of any of its agents or subcontractors, in performing work under this Agreement. The Grant Recipient shall indemnify and hold harmless the OEI and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any obligations arising out of agreements between Grant Recipient and subcontractor(s) to perform services or otherwise supply products or services. The Grant Recipient shall also hold the OEI harmless for any audit disallowance related to the allocation of administrative costs under this Agreement, irrespective of whether the audit is ordered by federal or state agencies or by the courts.

The Grant Recipient assumes full responsibility and holds the OEI harmless for any and all payment made, or any other actions taken by the OEI in reliance upon the above representation. Further, the Grant Recipient agrees to indemnify the OEI against any and all claims, demands, losses, costs, damages, or expenses suffered or incurred by the OEI resulting from or arising out of any such payment or other action, including reasonable attorneys' fees and legal expense including, but not limited to, any demand by the federal granting agency for repayment or recoupment of funds.

If an audit is required by federal law and if the Grant Recipient is also the recipient of OEI funds under the same or a separate contract program, then the OEI funded programs shall also be included in the scope of the federally required audit.

ARTICLE 5. SCOPE OF WORK

The Grant Recipient shall supply or provide for all the necessary personnel, equipment, and materials (except as may be otherwise provided herein) to accomplish the tasks set forth on the attached Scope of Work and Budget (ATTACHMENTS A and B respectively). In the event of a conflict between the summary in Attachments A and B and the application and/or other supporting documents previously submitted to the State by the Grant Recipient, Attachments A and B shall control. Changes to the Scope of Work shall be by written agreement of both the OEI and the Grant Recipient.

ARTICLE 6. STANDARDS OF PERFORMANCE

The Grant Recipient shall perform the project and activities as set forth in the Grant Recipient Proposal and described herein in accordance with those standards established by statute, administrative rule, the OEI, and any applicable professional standards.

ARTICLE 7. SUBLET OR ASSIGNMENT OF AGREEMENT

The Grant Recipient, its agents, or subcontractors shall not sublet or assign all or any part of the work under this Agreement without prior written approval of the OEI. The OEI reserves the right to reject any subcontractor after notification. The Grant Recipient shall provide the OEI with a copy of any executed subcontract or accepted subcontractor bid for the purpose of administering this Agreement which relates to activities funded and which exceeds the amount shown in ATTACHMENT B. The Grant Recipient shall be responsible for all matters involving any subcontractor engaged under this Agreement, including contract compliance, performance, and dispute resolution between itself and a subcontractor. The OEI bears no responsibility for subcontractor compliance, performance, or dispute resolution hereunder.

ARTICLE 8. DISCLOSURE: STATE PUBLIC OFFICIALS AND EMPLOYEES

If a State public official (as defined in section 19.42, Wis. Stats.) or an organization in which a State public official holds at least a 10% interest is a party to this Agreement, this Agreement shall be voided by the State unless timely, appropriate disclosure is made to the State of Wisconsin Government Accountability Board, 212 East Washington Ave., Third Floor, Madison, Wisconsin 53703.

The Grant Recipient shall not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to this Agreement without the prior written consent of the OEI and the employer of such person or persons.

ARTICLE 9. NONDISCRIMINATION IN EMPLOYMENT

The Grant Recipient shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in section 51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This includes, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grant Recipient shall take affirmative action to ensure equal employment opportunities. The Grant Recipient shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the State of Wisconsin setting forth the provisions of the nondiscrimination clause.

Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the Grant Recipient. An exemption occurs from this requirement if the Grant Recipient has a workforce of less than fifty (50).

Within fifteen (15) working days after this Agreement is executed, the Grant Recipient shall submit the Affirmative Action Plan/exemption statement to the Public Service Commission of Wisconsin, P.O. Box 7854, Madison, Wisconsin 53707-7854 and the OEI, unless compliance eligibility is current. No extensions of this deadline shall be granted.

Failure to comply with the conditions of this clause may result in the declaration of Grant Recipient ineligibility, the termination of this Agreement, or the withholding of funds.

ARTICLE 10. SMALL BUSINESS AND MINORITY-OWNED BUSINESSES

The Grant Recipient shall make positive efforts to utilize small business and minority-owned business sources of supplies and services. Such efforts should allow these sources the maximum feasible opportunity to compete for contracts or subcontracts to be performed utilizing state or federal funds.

ARTICLE 11. TERMINATION OF AGREEMENT

The OEI may terminate this Agreement at any time with or without cause by delivering written notice to the Grant Recipient by Certified Mail, Return Receipt Requested, not less than 10 days prior to the effective date of termination. The postmark date of the written notice the OEI causes to be delivered to the Grant Recipient by Certified Mail, Return Receipt Requested, shall be the effective date of notice of termination. Upon termination, the OEI's liability shall be limited to the actual costs incurred in carrying out the project as of the date of termination plus any termination expenses having prior written approval of the OEI.

The Grant Recipient may terminate this Agreement at any time with or without cause by delivering written notice to the OEI by Certified Mail, Return Receipt Requested, not less than 10 days prior to effective date of termination. The postmark date of the written notice the Grant Recipient causes to be delivered to the OEI by Certified Mail, Return Receipt Requested, shall be the effective date of notice of termination. Upon receipt of termination notice, the Grant Recipient shall make available to the OEI program records, equipment, and any other programmatic materials. In the event the Agreement is terminated by either party, for any reason whatsoever, the Grant Recipient shall refund to the OEI within forty-five (45) days of the effective date of notice of termination any payment made by the OEI to the Grant Recipient which exceeds actual approved costs incurred in carrying out the project as of the date of termination.

ARTICLE 12. TERMINATION FOR NON-APPROPRIATION

The OEI reserves the right to terminate this Agreement in whole or in part without penalty due to non-appropriation of necessary funds.

ARTICLE 13. FAILURE TO PERFORM

The OEI reserves the right to suspend payment of funds if required reports are not provided by the Grant Recipient to the OEI on a timely basis or if performance of contracted activities is not evidenced. The OEI further reserves the right to suspend payment of funds under this Agreement if there are deficiencies related to the required reports or if performance of contracted activities is not evidenced on other contracts between the OEI and the Grant Recipient in whole or in part.

The Grant Recipient's management and financial capability including, but not limited to, audit results and performance may be taken into consideration in any or all future determinations by the OEI and may be a factor in a decision to withhold payment and may be cause for termination of this Agreement.

ARTICLE 14. PUBLICATIONS

The Grant Recipient may publish materials produced under this Agreement subject to the following conditions:

- a) All materials produced under this Agreement shall become the property of the Public Service Commission of Wisconsin, Office of Energy Innovation, and may be copyrighted in its name. The Grant Recipient reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, otherwise use, and to authorize others to use such materials for governmental purposes.
- b) The following notation shall be carried on all articles, reports, publications or other documents resulting from this Agreement.

Acknowledgment: "This material is based upon work supported by the by the Public Service Commission of Wisconsin, Office of Energy Innovation and the Department of Energy, Office of Energy Efficiency and Renewable Energy (EERE), under the State Energy Program Award Number DE-EE0000163."

Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

ARTICLE 15. AMENDMENT

This Agreement may be amended at any time by mutual consent of the parties hereto. Amendments shall be documented by written, signed and dated addenda.

ARTICLE 16. SEVERABILITY

If any provision of this Agreement shall be adjudged to be unlawful or contrary to public policy, then that provision shall be deemed null and void and severable from the remaining provisions, and shall in no way affect the validity of this Agreement.

ARTICLE 17. WAIVER

Failure or delay on the part of either party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

ARTICLE 18. FORCE MAJEURE

Either party's performance of any part of this Agreement shall be excused to the extent that it is hindered, delayed or otherwise made impractical by reason of flood, riot, fire, explosion, war, acts or omissions of the other party or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of that party. If any such event occurs, the non-performing party shall make reasonable efforts to notify the other party of the nature of such condition and the extent of the delay and shall make reasonable, good faith efforts to resume performance as soon as possible.

ARTICLE 19. EXTRA WORK

If the OEI desires to have the Grant Recipient perform work or render services other than provided for by the expressed intent of this Agreement such work shall be considered as Extra Work, subject to written amendment to this Agreement setting forth the nature and scope thereof and the compensation therefor as determined by mutual agreement between the OEI and the Grant Recipient. Work under such amendment shall not proceed unless and until so authorized by the OEI.

FISCAL TERMS AND CONDITIONS

ARTICLE 20. AVAILABILITY OF FUNDS

The appropriation from which payments are to be made is authorized under Sections 16.54 (*federal fund spending authority*).

ARTICLE 21. VARIANCES

Contract variances may be permissible. A variance shall not be used to authorize a revision of the amount awarded or a change in the Performance Period. Such changes shall be made by amendment to the Agreement.

ARTICLE 22. LIMITATION ON COSTS AND REBUDGETING

The OEI's contribution to the total cost, both direct and indirect, of performing the tasks under this Agreement shall not exceed **\$87,000.00** for eligible costs (see Budget attached as ATTACHMENT B). Changes to this Agreement that do not affect the Budget total may be made by written agreement of both the OEI and the Grant Recipient.

The Grant Recipient is required to notify the OEI of any transfer of funds among cost categories, direct or indirect, which exceed or are expected to exceed ten percent of the approved Total Project Cost in the Budget. Transfers of more than ten percent of funds between cost categories requires prior written approval in an amendment to this Agreement. The Grant Recipient shall submit a written request to the OEI for an amendment to the approved Budget and the amendment must be executed by both Grant Recipient and the OEI prior to the transfer.

The Grant Recipient is required to notify the OEI if the Total Project Cost is expected to increase or decrease by ten percent or more of the Total Project Cost approved in the Budget.

ARTICLE 23. ELIGIBLE COSTS

Eligible costs are those costs which can be audited and which are directly attributable to contracted activities and identified and approved in the Grant Recipient Proposal.

1. No eligible costs subject to reimbursement by this Agreement may be incurred prior to the execution of this Agreement unless previously approved in writing by the OEI.
2. Costs only as identified in the Budget and described in the Scope of Work are allowed. A Grant Recipient may request from the OEI an amendment to the budget summary of its Grant Recipient Proposal to add to or revise the list of purchases, expenses, and other activities eligible for reimbursement.
3. All methods of charging expenses against this Agreement shall be submitted for review and approval by the OEI.

ARTICLE 24. REIMBURSEMENT OF FUNDS

The Grant Recipient shall return to the OEI or other appropriate governmental agency or entity any funds paid to the Grant Recipient in excess of the allowable eligible costs under this Agreement. If the Grant Recipient

fails to return excess funds, the OEI may deduct the appropriate amount from subsequent payments due to the Grant Recipient from the OEI. The OEI also reserves the right to recover such funds by any other legal means including litigation if necessary. The Grant Recipient shall indemnify and hold harmless the OEI for all suits, actions, claims and the reasonable attorneys' fees and legal expenses incurring in recovering such funds, irrespective of whether the funds are recovered.

The Grant Recipient shall be responsible for reimbursement to the OEI for any disbursed funds, which are determined by the OEI to have been misused or misappropriated. The OEI may also require reimbursement of funds if the OEI determines that any provision of this Agreement has been violated. Any reimbursement of funds which is required by the OEI, with or without termination, shall be due within forty-five (45) days after giving written notice to the Grant Recipient.

ARTICLE 25. LIMITED USE OF PROGRAM FUNDS

This Agreement is a mutually exclusive Agreement. The Grant Recipient shall not apply funds authorized pursuant to other program agreements toward the activities for which funding is authorized by this Agreement nor shall funding authorized by this Agreement be used toward the activities authorized pursuant to other program agreements. The word "funds" as used in this Article does not include Program income.

ARTICLE 26. FINANCIAL MANAGEMENT

The Grant Recipient agrees to maintain a financial management system that complies with the rules and regulations required by the Program funding source described in ATTACHMENT A and with standards established by the OEI to assure funds are spent in accordance with law and to assure that accounting records for funds received under this Agreement are sufficiently segregated from other Agreements, programs, and/or projects.

ARTICLE 27. REQUESTS FOR PAYMENT

Payments are to be used exclusively for eligible costs incurred during the Performance Period. The OEI shall make a single reimbursement payment to the Grant Recipient upon project completion and receipt of a request for payment with satisfactory documentation.

- 1) No payments will be issued by the OEI to the Grant Recipient without a request for payment.
- 2) The Grant Recipient shall draft and submit to the OEI a request for payment. The OEI may determine the format of a request for payment.
- 3) Each request for payment must include a copy of an invoice for each eligible cost item for which reimbursement is requested.
 - a) The invoice will be used to document the actual purchase price of the eligible cost item. Invoices must be accompanied by written support of eligible costs, as appropriate. This includes receipts, invoices, and internal accounting records. A request for payment must provide an independent and auditable basis for the actual purchase price of each eligible cost item.
 - b) For eligible cost items that do not have a transaction invoice, such as labor expense, the Grant Recipient shall provide a statement of the labor contributed by each employee that worked on the project and the total labor expense. The Grant Recipient shall provide each employee's name, job class, total hours worked, hourly wage, and if applicable, fringe rate. This documentation is separate from the documentation of wage rates required of some Grant Recipients by ARRA Provisions.
 - c) The OEI may delay reimbursement of a request for payment until sufficient documentation of costs, as determined by the OEI, is provided by the Grant Recipient.

- 4) The Grant Recipient shall submit a request for payment to the OEI no later than **September 30, 2023**, or within **ninety days after the end of the performance period**, unless authorized by the OEI.
- 5) Each request for payment must include a statement of the match contributed by the Grant Recipient and other project partners. The reimbursement due to the Grant Recipient is the amount of actual purchase price of each eligible cost item up to the total contract amount. In no event shall the total reimbursement exceed **\$87,000.00**.
- 6) Requests for payment must be submitted as an e-mail attachment to OEI@wisconsin.gov.

ADMINISTRATIVE TERMS AND CONDITIONS

ARTICLE 28. ANNUAL INDEPENDENT AUDIT REQUIREMENT

A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, but records must be available for review or audit in accordance with the Wisconsin State Single Audit Guideline requirements upon request of appropriate officials of the U.S. Department of Energy, OEI, or Government Accountability Office (GAO).

Single Audit and Compliance Audit Requirements

Governmental Grant Recipients, or their assignees, that **expend** \$750,000 or more during their fiscal year in Federal awards shall comply with the Wisconsin State Single Audit Guidelines issued by the Wisconsin Department of Administration and 2 CFR 200.500 through .521. Audit reports are due to the OEI within 180 days of the close of the entity's fiscal year.

For-profit Grant Recipients, or their assignees, that **expend** \$750,000 or more during their fiscal year in U.S. Department of Energy awards must have a compliance audit conducted for that year in accordance with the provisions of 2 CFR 910.500 through .521. Audit reports are due to the OEI within 180 days of the close of the entity's fiscal year.

Submit To:

One (1) copy of the Audit shall be submitted to the email address listed below. Responses and corrective action to be taken by management shall be included for any findings or comments issued by the auditor.

If the combined total **expended** from all funding originating from Federal Government sources is less than \$750,000 in a single year, the Grant Recipient, or its assignee, shall confirm in writing that the above audit requirements are not applicable. This confirmation shall be submitted to the address listed below.

Send one copy of the Audit **or** the letter confirming that the audit requirements are not applicable via email to: OEI@wisconsin.gov.

ARTICLE 29. EXAMINATION OF RECORDS

The OEI, any of its authorized representatives and the U.S. Government shall have access to and the right at any time to examine, audit, excerpt, transcribe and copy on the Grant Recipient's premises any directly pertinent records and computer files of the Grant Recipient involving transactions relating to this Agreement. Similarly, the OEI shall have access at any time to examine, audit, test and analyze any and all physical projects subject to this Agreement. If the material is held in an automated format, the Grant Recipient shall provide copies of these materials in the automated format or such computer file as may be requested by the OEI. Such material shall be retained for three years by the Grant Recipient following final payment on the Agreement.

This provision shall also apply in the event of cancellation or termination of this Agreement. The Grant Recipient shall notify the OEI in writing of any planned conversion or destruction of these materials at least 90 days prior to such action. Any charges for copies provided by the Grant Recipient of books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to the Grant Recipient and shall be reimbursed by the OEI.

The minimum acceptable financial records for the project consist of: 1) Documentation of employee time; 2) Documentation of all equipment, materials, supplies and travel expenses; 3) Inventory records and supporting documentation for allowable equipment purchased to carry out the project scope; 4) Documentation and justification of methodology used in any in-kind contributions; 5) Rationale supporting allocation of space charges; 6) Rationale and documentation of any indirect costs (submitted with initial invoice); 7) Documentation of Agreement Services and Materials; and 8) Any other records which support charges to project funds. The Grant Recipient shall maintain sufficient segregation of project accounting records from other projects or programs.

ARTICLE 30. PERFORMANCE REPORTS

The Grant Recipient shall submit periodic performance reports to the OEI on the schedule provided in the Scope of Work. The OEI may determine the format of a performance report. The performance reports shall be submitted to the OEI via the Public Service Commission of Wisconsin's Electronic Records Filing System at: psc.wi.gov.

SPECIAL TERMS AND CONDITIONS

ARTICLE 31. AMERICAN RECOVERY AND REINVESTMENT ACT REPORTS

The Grant Recipient shall submit the necessary documentation to comply with the applicable special provisions of the American Recovery and Reinvestment Act (ARRA) (See ATTACHMENT C).

ARTICLE 32. COMPETITIVE PROCUREMENT PRACTICES

The Grant Recipient shall utilize State of Wisconsin competitive procurement practices for products and services purchased as a result of this award. Where state and local procurement practices differ, state rules, standards, policies and practices shall take precedence.

ARTICLE 33. REASONABLE COSTS

The Grant Recipient shall control unit costs for products and services procured as a result of this Agreement, to the state average experience.

ARTICLE 34. AUDITS

The Grant Recipient shall perform an "Agreed upon Procedures Audit" on request. This audit shall consist of procedures and questions agreed upon by the OEI and the Auditor and shall expand beyond the scope of that provided for under the Wisconsin State Single Audit Guideline requirements.

ARTICLE 35. EQUIPMENT ACCOUNTABILITY

Title to equipment purchased or improved with funds provided under this Agreement shall vest in the Grant Recipient's name, unless otherwise specified by an attachment. Disposition of any equipment shall be in accordance with applicable property disposal procedures in 2 CFR 200.313.

ARTICLE 36. PATENT INFRINGEMENT

The Grant Recipient selling to the OEI or State of Wisconsin any articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further that the sale or use of any articles described herein shall not infringe any United States patent. The Grant Recipient

covenants that it shall, at its own expense, defend every suit which shall be brought against the OEI or State of Wisconsin (provided that such Grant Recipient is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale of use of such articles and agrees that it shall pay all costs, damages, and profits recoverable in any such suit.

ARTICLE 37. PROGRAM INCOME

Program income means gross income received by the Grant Recipient that is directly generated from the use of the Agreement award, including but not limited to repayments of funds that had been previously provided to eligible beneficiaries; interest earned on any or all Agreement funds obtained from the OEI; proceeds derived after the Agreement close out from the disposition of real property acquired with any or all funds provided under this Agreement or interest earned on Program income pending its disposition.

All Program income shall be recorded and used in accordance with the rules and regulations of the Program funding source described herein. If at any time changes in the use of Program income are considered, the Grant Recipient shall submit a plan detailing the proposed uses of Program income to the OEI for approval. Should the Grant Recipient decide following Agreement close out to discontinue using Program income for such purposes, the Grant Recipient shall return the Program income balance and any additional Program income accrued to the OEI by January 30 of the following year.

ARTICLE 38. TRAINING – WORKSHOPS – SEMINARS – EXHIBIT SPACE

If any portion of the funds shall be used to support training, workshops, seminars, exhibit space, etc., the OEI shall receive complimentary registrations and/or exhibit/booth space, if requested.

ARTICLE 39. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

The Grant Recipient certifies that to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b); and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this article, such prospective participant shall attach an explanation to this proposal.

ATTACHEMENT A SCOPE OF WORK

In the event of conflict between the provisions of the Terms and Conditions and the Scope of Work and Budget, the provisions in the Scope of Work and Budget shall take precedent.

Summary:

The scope of the project is that set forth in the application of the City of Green Bay, Wisconsin, ([PSC REF#: 428804](#)).

Specific Deliverables and Milestones:

1. Develop an Actionable Energy Plan in collaboration with Green Bay Metro Transit, and Green Bay Water Utility that will include:
 - a. Engage Green Bay community members and businesses through surveys and two virtual open houses to gather feedback on the planning process.
 - b. Develop a community-wide 12-month energy use baseline through collaboration with the local utility, WPS.
 - c. Develop a roadmap with 10 to 15 prioritized energy strategies for each government partner.
 - d. Identify a set of three to five policies the city government can adopt to drive energy reductions in the community.
 - e. Create a plan for community educational efforts, including a set of strategies and four educational toolkits for businesses and residents.

Additional Deliverables. The Contractor Shall:

1. Submit complete documentation along with a request for payment.
2. Comply with and submit timely reports related to the program.
3. Comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this award.

Funding:

Funding in the amount up to **\$87,000.00** is provided using funds granted by the U.S. Department of Energy to cover the project costs as detailed in the budget section below. **A project cost share of \$56,272.00 is required.**

Invoicing:

Payments will be distributed by OEI to the Grant Recipient upon project completion and receipt of a request for payment with satisfactory documentation. The Grant Recipient shall submit a final request for payment to the OEI no later than **September 30, 2023**, unless authorized by the OEI.

Site Visits:

U.S. Department of Energy, its authorized representatives, and OEI have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. The Grant Recipient must provide reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

Performance Period:

This Agreement becomes effective on the date it is signed by the OEI and terminates on **June 30, 2023**.

Publications:

An acknowledgment of Federal support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

Acknowledgment: "This material is based upon work supported by the by the Public Service Commission of Wisconsin, Office of Energy Innovation and the Department of Energy, Office of Energy Efficiency and Renewable Energy (EERE), under the State Energy Program Award Number DE-EE0000163."

Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

Reporting Requirements:

QUARTERLY PERFORMANCE REPORT:

The Contractor shall provide OEI with quarterly reports, as dated in the table below, during the term of this Agreement. The OEI may determine the format of a quarterly report. The reports shall include:

1. Summary of work completed to date and status of each of the deliverables described in the Scope of Work.
2. Project planned and unexpected costs.
3. Copies of materials produced and press related to the project.
4. Lessons learned and continuous improvement efforts.

The reports shall be submitted to the Electronic Records Filing System on the Public Service Commission of Wisconsin's website: psc.wi.gov.

The timeline for these reports is specified below:

Quarterly Reporting Period	Quarterly Report Due
Agreement Effective Date through September 30, 2022	October 15, 2022
October 1 through December 31, 2022	January 15, 2023
January 1 through March 31, 2023	April 15, 2023
April 1 through June 30, 2023	July 15, 2023

OTHER REPORTING:

Final versions of any publications including but not limited to, guidelines, checklists, media and outreach must be provided to the OEI in an electronic format.

ARRA PROVISION REPORTING:

The Grant Recipient shall submit the necessary reports to comply with the applicable special provisions of the American Recovery and Reinvestment Act (ARRA) (See Appendix A).

FINAL PERFORMANCE REPORT:

A final report is due 90 days after the Agreement terminates. The OEI may determine the format of a final report. The report shall be submitted to the OEI via the Electronic Records Filing System on the Public Service Commission of Wisconsin's website: psc.wi.gov.

PROPERTY DISPOSITION REPORTING:

Title to equipment purchased or improved with funds provided under this Agreement shall vest in the Grant Recipient's name, unless otherwise specified by an attachment. Disposition of any equipment shall be in accordance with applicable property disposal procedures in 2 CFR 200.313.

**ATTACHMENT B
BUDGET**

In the event of conflict between the provisions of the Terms and Conditions and the Scope of Work and Budget, the provisions in the Scope of Work and Budget shall take precedent.

Category	<u>Contract Amount</u>	<u>Match</u>	<u>Total Project Costs</u>
1) Personnel	\$ 0.00	\$ 25,272	\$ 25,272
2) Fringe Benefits	\$ 0.00	\$ 0.00	\$ 0.00
3) Equipment	\$ 0.00	\$ 0.00	\$ 0.00
4) Supplies	\$ 5,000	\$ 0.00	\$ 5,000
5) Contractual	\$ 82,000	\$ 31,000	\$ 113,000
6) Other	\$ 0.00	\$ 0.00	\$ 0.00
7) Indirect	\$ 0.00	\$ 0.00	\$ 0.00
TOTALS:	\$ 87,000	\$ 56,272	\$ 143,272

ATTACHMENT C

SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (MAR 2009)

Preamble

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act) was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases. Recipients shall use grant funds in a manner that maximizes job creation and economic benefit.

The Recipient shall comply with all terms and conditions in the Recovery Act relating generally to governance, accountability, transparency, data collection and resources as specified in Act itself and as discussed below.

Recipients should begin planning activities for their first tier subrecipients, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR).

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related guidance. For projects funded by sources other than the Recovery Act, Contractors must keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning specific procedural requirements for the new reporting requirements. The Recipient will be provided these details as they become available. The Recipient must comply with all requirements of the Act. If the recipient believes there is any inconsistency between ARRA requirements and current award terms and conditions, the issues will be referred to the Contracting Officer for reconciliation.

Definitions

For purposes of this term, Covered Funds means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the grant, cooperative agreement or TIA and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015

Non-Federal employer means any employer with respect to covered funds -- the contractor, subcontractor, grantee, or recipient, as the case may be, if the contractor, subcontractor, grantee, or recipient is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving covered funds; or with respect to covered funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

Recipient means any entity that receives Recovery Act funds directly from the Federal government (including Recovery Act funds received through grant, loan, or contract) other than an individual and includes a State that receives Recovery Act Funds.

Special Provisions

A. Flow Down Requirement

Recipients must include these special terms and conditions in any subaward.

B. Segregation of Costs

Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

C. Prohibition on Use of Funds

None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

D. Access to Records

With respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the Comptroller General is authorized--

(1) to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to, and involve transactions that relate to, the subcontract, subcontract, grant, or subgrant; and

(2) to interview any officer or employee of the contractor, grantee, subgrantee, or agency regarding such transactions.

E. Publication

An application may contain technical data and other data, including trade secrets and/or privileged or confidential information, which the applicant does not want disclosed to the public or used by the Government for any purpose other than the application. To protect such data, the applicant should specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the application with the following Notice as well as referring to the Notice on each page to which the Notice applies:

Notice of Restriction on Disclosure and Use of Data

The data contained in pages ---- of this application have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this applicant receives an award as a result of or in connection with the submission of this application, DOE shall have the right to use or disclose the data here to the extent provided in the award. This restriction does not limit the Government's right to use or disclose data obtained without restriction from any source, including the applicant.

Information about this agreement will be published on the Internet and linked to the website www.recovery.gov, maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

F. Protecting State and Local Government and Contractor Whistleblowers.

The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to:

Prohibition on Reprisals: An employee of any non-Federal employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- gross mismanagement of an agency contract or grant relating to covered funds;
- a gross waste of covered funds;
- a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or
- as violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Agency Action: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal.
- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

Nonenforceability of Certain Provisions Waiving Rights and remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall post notice of the rights and

remedies as required therein. (Refer to section 1553 of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, www.Recovery.gov, for specific requirements of this section and prescribed language for the notices.).

G. Request for Reimbursement

RESERVED

H. False Claims Act

Recipient and sub-recipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

I. Information in Support of Recovery Act Reporting

Recipient may be required to submit backup documentation for expenditures of funds under the Recovery Act including such items as timecards and invoices. Recipient shall provide copies of backup documentation at the request of the Contracting Officer or designee.

J. Availability of Funds

Funds appropriated under the Recovery Act and obligated to this award are available for reimbursement of costs until September 30, 2015.

K. Additional Funding Distribution and Assurance of Appropriate Use of Funds

Certification by Governor -- Not later than April 3, 2009, for funds provided to any State or agency thereof by the American Reinvestment and Recovery Act of 2009, Pub. L. 111-5, the Governor of the State shall certify that: 1) the state will request and use funds provided by the Act; and 2) the funds will be used to create jobs and promote economic growth.

Acceptance by State Legislature -- If funds provided to any State in any division of the Act are not accepted for use by the Governor, then acceptance by the State legislature, by means of the adoption of a concurrent resolution, shall be sufficient to provide funding to such State.

Distribution -- After adoption of a State legislature's concurrent resolution, funding to the State will be for distribution to local governments, councils of government, public entities, and public-private entities within the State either by formula or at the State's discretion.

L. Certifications

With respect to funds made available to State or local governments for infrastructure investments under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, the Governor, mayor, or other chief executive, as appropriate, certified by acceptance of this award that the infrastructure investment has received the full review and vetting required by law and that the chief executive accepts responsibility that the infrastructure investment is an appropriate use of taxpayer dollars. Recipient shall provide an additional certification that includes a description of the investment, the estimated total cost, and the amount of covered funds to be used for posting on the Internet. A State or local agency may not receive infrastructure investment funding from funds made available by the Act unless this certification is made and posted.

Docket 9709-FG-2021

ATTACHMENT 1
2021 Energy Innovation Grant Awards

Activity 1: Renewable Energy and Energy Storage

Grant Applicant	Award Amount (*Partially Funded)
Dane County Humane Society, Inc.	\$184,566
Wisconsin Housing Preservation Corporation	\$500,000
City of Middleton	\$442,800
Schmidt Farms West, LLC	\$468,864
Benedictine Life Foundation, Inc.	\$575,000
Northeast Technical College	\$250,000
Bayfield County	\$225,000
Dunn County Historical Society	\$34,098
City of Altoona	\$81,220
Urban League of Greater Madison, Inc.	\$52,250
City of Sun Prairie	\$59,000
Aldo Leopold Foundation, Inc.	\$237,000
Antigo Area Public Library	\$229,540
Agropur, Inc.	\$375,000
County of Eau Claire	\$143,076
The City of Waupaca	\$240,000
Northland College	\$336,964*
Curative connections, Inc.	\$125,000
Cinnaire Solutions Corporation	\$32,000
Bay Area Rural Transit Commission	\$56,000

Activity 2: Energy Efficiency and Demand Response

Grant Applicant	Award Amount (*Partially Funded)
Revitalize Milwaukee	\$500,000*
Forest County Potawatomi Community	\$28,719
Wisconsin Housing Preservation Corporation	\$540,200
Charter Steel Mfg., Inc.	\$1,000,000
ATI Ladish LLC	\$325,000
School District of Lodi	\$342,310
School District of Denmark	\$277,485

Docket 9709-FG-2021

City of Sun Prairie	\$131,488
Prolec-GE Waukesha, Inc.	\$235,000
City of Milwaukee	\$443,642
Northland College	\$55,000
City of Madison	\$322,897*
Activity 2: Grant Applicant (Continued)	Award Amount (*Partially Funded)
North Central Conservancy Trust, Inc.	\$26,136
School District of Mauston	\$199,644
Waukesha Foundry, Inc.	\$60,000
The Newark Group, Inc. (Wisconsin Paperboard)	\$100,000
MacDonald & Owen Veneer and Lumber Company, Inc.	\$55,336

Activity 3: Comprehensive Energy Planning

Grant Applicant	Award Amount (*Partially Funded)
Forest County Potawatomi Community	\$50,000
City of Green Bay	\$87,000
Slipstream Group, Inc.	\$99,965
Monona Grove School District	\$98,000
WPPI Energy	\$100,000
City of Edgerton	\$96,000
Cinnaire Solutions Corp.	\$78,800
City of Waupun	\$50,000
Southwest Wisconsin Technical College	\$50,000

FOR INFORMATIONAL PURPOSES ONLY

2 CFR 200.331(1) Federal Award Identification.	
(i) Subrecipient name (which must match the name associated with its unique entity identifier);	City of Green Bay
(ii) Subrecipient's unique entity identifier;	UIN Number or DUNS Number or CAGE Code: ZCUZDCHFP7C6
(iii) Federal Award Identification Number (FAIN);	DE-EE0000163
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	July 27, 2009
(v) Subaward Period of Performance Start and End Date;	Project Start date through June 30, 2023
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	\$ 87,000.00
(vii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	\$ 87,000.00
(viii) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	\$ 87,000.00
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	Recovery Act- State Energy Program Formula Grant
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	Federal Awarding Agency: United States Department of Energy Pass-Through Entity: Public Service Commission of Wisconsin Pass-Through Entity Contact Information: Kristy Nieto, Administrator Division of Digital Access, Consumer, and Environmental Affairs email: Kristy.Nieto@wisconsin.gov phone: (608) 261-9419
(xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	CFDA Number and Name: 81.041 – “Recovery Act- State Energy Program Formula Grant” Dollar Amount Made Available: \$55,488,000.00
(xii) Identification of whether the award is R&D; and	This award does not support research and development (R&D).
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	4.66%



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

July 26, 2022

PREPARED BY

AGENDA ITEM # E.5

For consideration with possible action a budget amendment resolution to transfer up to \$100,000.00 from Contingency account to Parks department to allow ordering of materials and contracting out the necessary work to fix the damaged amenities within the park system from the June 15, 2022 storm.

BACKGROUND

RECOMMENDATION

Approve.

FISCAL IMPACT

ATTACHMENTS

1. Contingency Fund Memo-storm damage
2. Resolution-transfer from Contingency for additional park storm damage



Parks, Recreation & Forestry Department
100 North Jefferson Street - Room 510
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3365
Fax 920.448.3393

To: Finance Committee
Diana Ellenbecker, Finance Director

From: Dan Ditscheit, Parks Recreation & Forestry Director

Date: 7/26/2022

Re: Contingency Fund Allocation for Storm Damage Repair

The storm on June 15 caused a considerable amount of damage within the park system. The Parks, Recreation & Forestry Department is requesting approval to use up to \$100,000 in the City's Contingency Fund to begin ordering materials and contracting out the necessary work to fix the damaged amenities within the park system. Staff is in the process of getting quotes for this work. Below is a summary of the estimated costs and projects to date. Please note that this project list and estimated costs may increase as we proceed with the quote process.

Park Location	Repairs Needed	Estimated Cost
John Muir	Shelter Electrical Repair	\$755
Colburn	Tennis Court Fence Repair	\$1,502
John Muir	Playground Repair	\$10,000
Murphy	Playground Repair	\$5,000
Beaver Dam	Backstop Fence Repair	\$22,845
Fisk Park	Tennis Court Fence Repair	\$6,043
Perkins	Backstop Fence Repair	\$28,626
		\$74,771

**RESOLUTION AUTHORIZING
TRANSFER OF FUNDS**

August 2, 2022

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

Pursuant to the recommendation of the Finance Committee at its meeting of July 26, 2022, the following 2022 transfer of funds is hereby authorized:

	<u>ACCOUNT</u>	<u>AMOUNT</u>
From:	101099-59001 Contingency	(up to) \$100,000.00
To:	1016XX-55101 Equipment repairs	(up to) \$100,000.00

Adopted _____

Approved _____

Mayor

Clerk



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

July 26, 2022

PREPARED BY

AGENDA ITEM # E.6

Consideration with possible action on accepting an AmeriCorps Program Funding Grant for \$378,745 to implement the Green Bay Conservation Corps program.

BACKGROUND

RECOMMENDATION

To approve accepting an AmeriCorps Program Funding Grant for \$378,745 to implement the Green Bay Conservation Corps program and add \$67,315 to the 2023 budget as the required match to the grant.

FISCAL IMPACT

ATTACHMENTS

1. AmeriCorps Grant Memo
2. Green Bay Funding Ltr Pg I



Parks, Recreation & Forestry Department
100 North Jefferson Street - Room 510
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3365
Fax 920.448.3393

To: Finance Committee
Diana Ellenbecker, Finance Director

From: Dan Ditscheit, Parks Recreation & Forestry Director

Date: 7/26/2022

Re: AmeriCorps Program Funding Grant Award Approval

In the fall of 2021, the City of Green Bay received an AmeriCorps State Planning Grant in the amount of \$65,613. This funding was used to hire a full time Conservation Corps Coordinator position for 1 year. This employee was responsible to manage all aspects of this planning grant. The scope of work included all of the necessary planning to implement a 3-year City Conservation Corps Program. This included program marketing, selecting projects, calculating staffing needs, program cost projections, and grant regulation coordination. This employee then applied for a second grant with AmeriCorps to partially fund the implementation of this program.

The City recently received notification that the second, implementation grant, was awarded to the City of Green Bay. The Green Bay Parks, Recreation & Forestry Department is seeking approval to accept this AmeriCorps Program Funding Grant.

Program Summary:

If approved, this grant funding will be used to implement the Green Bay Conservation Corps program for a 3-year period. This grant will be used to fund the Conservation Corps Coordinator position for 3 additional years to manage the program. In addition, it will create 21 AmeriCorps member positions within the City of Green Bay; 6 full-time positions and 15 seasonal positions. Finally the grant will cover the tools, supplies and materials needed to run the program. The anticipated outcomes for the first year of this new initiative include improving 3 miles of trails, restoring 75 acres of habitat, inventorying over 100 acres of parks and greenways, leveraging over 100 volunteers, and providing a minimum of 4 educational programs for the public. This new program will enhance the parks and greenways by improving the habitats, trails, and involvement of the community.

Program Budget:

This grant funding, if approved, will provide funding to run this program for a 3-year period. Per grant requirements, the program runs from September – August annually. The total budget for each year to operate this program is \$499,152. Of this yearly total cost, the grant will fund \$378,745 and the City is responsible to fund \$120,407. There is enough funding in the 2022 Park budget to cover the costs to run this program through the end of the calendar year if this

grant is approved. There will be additional budget money that will have to allocated in the 2023 budget if this grant is approved.

2022 Budget Breakdown (September – December)

Note: No additional funding is needed for the 2022 budget if this grant is awarded.

Expenses

\$25,739 – Conservation Corps Coordinator Salary and Benefits
\$1,621 – Travel, Mileage, Training, Administration and Grant Required Misc. Expenses
\$11,545 – Supplies and Equipment
\$45,600 – Member Living Allowance
\$16,672 – Member Benefits
\$101,177 – Total cost per year

Revenues

\$72,648 – Grant Match
\$28,529 – City Match
\$5,000 – Additional ARPA Math Replacement Funding Grant from AmeriCorps
\$23,529 – Anticipated remaining funding in 2022 Budget
\$28,529 – Total City Match Required

2023 Budget Breakdown

Note: \$67,315 will have to be added to the 2023 budget if this grant is awarded.

Expenses

\$77,214 – Conservation Corps Coordinator Salary and Benefits
\$27,626 – Travel, Mileage, Training, Administration and Grant Required Misc. Expenses
\$44,497 – Supplies and Equipment
\$10,000 – Buckthorn Removal
\$289,800 – Member Living Allowance
\$50,015 – Member Benefits
\$499,152 – Total cost per year

Revenues

\$378,745 – Grant Match
\$120,407 – City Match

\$5,000 – Additional ARPA Math Replacement Funding Grant from AmeriCorps
\$10,000 – In Kind Contribution by Baird Creek Preservation Foundation
\$6,318 – In-Kind Bus Passes to Members
\$1,000 – In-Kind City Training
\$30,774 – 2022 Added Budget Allocation
\$67,315 – Dollar Amount to Add to 2023 Budget
\$120,407 – Total City Match Required

Tony Evers
Governor

Christine Beatty
Chair



Jeanne Duffy
Executive Director

July 21, 2022

Amaad Rivera-Wagner
Maria Otto
Conservation Corps Coordinator
City of Green Bay
Parks, Recreation and Forestry Department
100 N Jefferson St # 510,
Green Bay, WI 54301

Dear Amaad and Maria,

I am pleased to inform you that the Wisconsin National and Community Service Board approved \$378,745 in AmeriCorps program funding and \$10,000 in ARPA Math Replacement funding for the 2022-2023 program year. There is a 24% statutory match requirement.

Please do not hesitate to contact me with any questions at jeanne.duffy@wisconsin.gov or by phone at (608) 261-6716 – office/(608) 206-3756 – mobile.

Sincerely,

Jeanne Duffy



AmeriCorps
Wisconsin

ServeWisconsin@wisconsin.gov
101 E. Wilson St., 6th Floor Madison, WI 53703
www.servewisconsin.wi.gov



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

July 26, 2022

PREPARED BY

AGENDA ITEM # E.7

For consideration with possible action to allocate the American Rescue Plan Act (ARPA) funding proposals.

BACKGROUND

RECOMMENDATION

Approve.

FISCAL IMPACT

ATTACHMENTS

- I. ARPA List for July 26 Finance Committee

American Rescue Plan Act (ARPA) July 26, 2022 Finance Committee Summary Page

Summary of all proposed ARPA requests	Budget	Total Approved	Total Proposed	Total Remaining
Capital Needs and Organizational Priorities	\$10,000,000	\$4,376,165	\$14,269,411	-\$8,645,576
Affordable Housing Development and Small Business Support	\$6,000,000	\$1,220,000	\$4,125,000	\$655,000
Stormwater, Green Infrastructure, and Climate Resilience	\$3,000,000	\$1,060,000	\$2,020,000	-\$80,000
Crime Prevention and Neighborhood Enhancement	\$2,000,000	\$760,100	\$2,765,500	-\$1,525,600
Arts, Culture, and Tourism	\$1,500,000	\$325,000	\$2,130,000	-\$955,000
	\$22,500,000	\$7,741,265	\$25,309,911	-\$10,551,176

Summary of staff's ARPA recommendations	Budget	Total Approved	Total Staff Recommended	Total Refer to Staff	Total Remaining
Capital Needs and Organizational Priorities	\$10,000,000	\$4,376,165	\$3,644,411	\$1,625,000	\$354,424
Affordable Housing Development and Small Business Support	\$6,000,000	\$1,220,000	\$2,800,000	\$1,325,000	\$655,000
Stormwater, Green Infrastructure, and Climate Resilience	\$3,000,000	\$1,060,000	\$2,800,000	\$1,770,000	-\$2,630,000
Crime Prevention and Neighborhood Enhancement	\$2,000,000	\$760,100	\$343,500	\$2,422,000	-\$1,525,600
Arts, Culture, and Tourism	\$1,500,000	\$325,000	\$700,000	\$1,430,000	-\$955,000
	\$22,500,000	\$7,741,265	\$10,287,911	\$8,572,000	-\$4,101,176

File Number	Requestor	Category	Request Amount	Project/ Activity	Status	Staff Recommendation
2-6-001	DPW	Capital Needs and Organizational Priorities	\$1,500,000	Roads	Approved	
1-4-004	HR	Capital Needs and Organizational Priorities	\$84,407.50	The recommendation is to pay all hourly (non-exempt) employees a lump sum of \$500 for premium pay . The hourly employees are eligible as they are government employees, they provided essential work because they either interacted with the public or coworkers on a regular basis, and no written justification is needed because they are hourly employees and not exempt from FLSA overtime provisions. For all other employees, the recommendation is to use loss revenue funds to pay a \$500 stipend to them.	Approved	
2-7-008	Mike Hronek	Capital Needs and Organizational Priorities	\$29,440.83	Conference room upgrades and enhancements for zoom/ hybrid meetings.	Approved	
5-3-209	Stephanie Hummel , Dave Hansen	Capital Needs and Organizational Priorities	\$1,600,000	3.9 Healthy Childhood Environments: Other Project 1 is the installation of 64 Rectangular Rapid Flashing Beacon (RRFB) systems throughout the City. Each RRFB location will be reviewed for ADA compliance, upgraded if non-compliant, and painted with high visibility continental-style crosswalk markings. A walk-behind line striper using Methyl-Methacrylate (MMA) Two-Component Traffic Marking Paint will be purchased for the high-viz crosswalks. MMA paint will also be purchased, as city staff will install the markings. Project 2 is the replacement of all SCHOOL SPEED LIMIT 15 WHEN CHILDREN ARE PRESENT signs on collector/arterial streets with BlinkerRadar Driver Feedback systems which includes blinker LEDs around the perimeter of the school signs plus driver feedback signs to each of those sign assemblies showing which display live motorist speeds when speeding occurs. A "BlinkLink" system which provides remote access to sign programming will be added to reduce maintenance costs. Total number of schools to receive these sign assemblies is 32, with a total of 66 sign assemblies being installed.	Approved	
10-7-003	Finance	Capital Needs and Organizational Priorities	\$18,000	Single audits for FY22-25	Approved	
3-7-001	Finance	Capital Needs and Organizational Priorities	\$182,000	Salary, indirect costs for Administrator of Grant	Approved	
10-6-001	Mayor	Capital Needs and Organizational Priorities	\$655,000	one time purchases needed that are not able because of loss revenue for FY22 budget	Approved	
2-3-002	Chief Chris Davis	Capital Needs and Organizational Priorities	\$307,316.25	Body Cameras- CIP list (year 2)	Approved	
9-2-015	Celestine	Capital Needs and Organizational Priorities	\$79,411	6.1 Provision of Government Services Spanish translator for 3 years to translate documents	Proposed	Staff Recommends

File Number	Requestor	Category	Request Amount	Project/ Activity	Status	Staff Recommendation
10-6-205	Mike Hronek	Capital Needs and Organizational Priorities	\$125,000	6.1 Provision of Government Services Upgrade Chamber microphones and enhance the capability of hybrid meetings.	Proposed	Staff Recommends
10-6-006	Mike Hronek	Capital Needs and Organizational Priorities	\$500,000	6.1 Provision of Government Services Replace Datacenter at City Hall and Disaster Recovery Site	Proposed	Staff Recommends
6-6-201	Paul Van Calster	Capital Needs and Organizational Priorities	\$80,000	6.1 This project consists of scanning about 54 4-drawer file cabinet of old construction documents, permit data, variances, utility info , violations, orders, etc. for all the addresses in the City. This documentation is utilized often by City Staff from multiple Departments (to name a few: DCED, DPW and Law) and requested by constituents weekly. The scanning of these documents will also further enable remote work if COVID restrictions are enacted again being able to access those files from offsite and will offer more space for staff to spread out if Staff need to come in to the office to work.	Proposed	Staff Recommends
5-2-210	Dan Ditscheit	Capital Needs and Organizational Priorities	\$800,000	2.35 Aid to tourism Funding will be used to purchase or renovate 2 new rides at Bay Beach Amusement Park to replace two rides that were recently removed. At the end of the 2019 season the Falling Star broke down. It proved to be cost prohibitive to repair. The continued loss of this ride accounts for a total loss of \$130,000 each year. In addition, earlier this year we discovered that the Bay Beast Tot Hopper Ride was in need of significant repairs. It was determined that the ride was also cost prohibitive to repair. The loss of the Bay Beast Tot Hopper ride accounts for a total loss of an additional \$100,000 in revenue each year. Both rides were recently removed. The Friends of Bay Beach recently purchased and donated a replacement ride for the Bay Beast Tot Hopper. This funding will be used to complete the necessary repairs to this new donated ride. The remaining funding will go towards the purchase of a second ride to replace the Falling Star. The second ride has not been selected yet.	Proposed	Staff Recommends

File Number	Requestor	Category	Request Amount	Project/ Activity	Status	Staff Recommendation
5-2-211 5-2-212	Dan Ditscheit	Capital Needs and Organizational Priorities	\$1,450,000	2.35 Aid to tourism •\$400,000 to replace the roof of the historic main pavilion. The asphalt shingles on the historic main pavilion are over 30 years old and are failing. There are significant leaks in the roof over the west end storage wing. The asphalt shingles cannot be successfully patched anymore. It is important to replace this roof in the near future in order to avoid significant structural damage to the building. •\$500,000 to winterize the historic main pavilion. One key element incorporated into the park masterplan is to renovate the main pavilion to make this building a year round destination instead of just a seasonal use facility. This will create the potential for additional revenue throughout the entire year. The first step in achieving this goal is to winterize the entire building. This funding will be used to install a furnace and air conditioning unit along with ductwork that will have the capacity to heat and cool the entire building, along with insulating the plumbing so that the restrooms and kitchen can be used year round. Important to replace this roof in the near future in order to avoid significant structural damage to the building. •\$500,000 additional renovations to the historic main pavilion dance hall. The City will work with an architect to determine what renovations would be most beneficial to provide an improved user experience, making this a desirable rentable space year round. Renovations that will be explored include, windows, flooring, lighting, stage upgrades, ADA accessibility, various finishes and audio/visual equipment. 2.37 Other Impact • \$50,000 energy upgrades This funding will be used to purchase and install a heating system and rooftop solar panels for the train storage building. This solar panel system would power the building, the Sea Dragon, site lighting and the proposed heat system for the building, making it a year round maintenance facility. Electric heat powered by the solar panels is even more feasible when you take into consideration that just running a gas line to the building, for gas heat, would cost approximately \$15,000. It is anticipated that installing a 20 KW roof solar system consisting of 50 solar panels will generate 26,035 kWh of power, which equates to approximately 39% of the total electric meter usage in this area. This will save the City approximately \$2,600 per year in utility costs and would have a return of investment of approximately 15 years. These systems typically have a warranty of 25 years, but the systems should last much longer than that.	Proposed	Staff Recommends
9-3-202	Neil Stechschulte	Capital Needs and Organizational Priorities	\$300,000	6.1 Provision of Government Services Green Bay Comprehensive Plan Update, hiring a consultant. The City's comprehensive plan is the adopted directive from the City Council related to land use and zoning policy and serves as the operating manual for staff's review of all land use and zoning projects. The current plan is 20 years old, and while it has been amended continuously over this time, a complete update is necessary to remain current with modern day market conditions, construction designs and development trends. Wisconsin State Statutes require that this plan document be updated every 20 years. Staff intends to contract out the technical work of reviewing and updating specific plan policies and data collection, while facilitating the outreach and engagement on a neighborhood level using in-house personnel. Staff anticipates that approximately \$200,000 would go towards the creation of the updated plan document, and that at least \$100,000 should also be included to help implement high priority recommendations as adopted by the City Council.	Proposed	Staff Recommends

File Number	Requestor	Category	Request Amount	Project/ Activity	Status	Staff Recommendation
6-6-202	Mike Hronek	Capital Needs and Organizational Priorities	\$210,000.00	6.1 Provision of Government Services Cybersecurity In order to meet current cybersecurity insurance requirements the city must comply with three items, 1. MultiFactor Authentication (MFA) 2. Off site data storage 3. Endpoint Detection and Response 4. Schedule Vulnerability Scan/ Penetration Testing/ Audit	Proposed	Staff Recommends
6-6-209	Neil Stechschulte	Capital Needs and Organizational Priorities	\$75,000.00	6.1 Provision of Gov Services The Community & Economic Development Department will hire an urban design consultant to prepare a downtown streetscape plan with technical design standards. This planning effort will be closely coordinated with the departments of Public Works; Parks, Recreation and Forestry; and downtown area business districts and neighborhood associations. The plan is intended to update and replace streetscape standards established by the 1997 Downtown Green Bay Design Plan and build upon the 2014 Authenticity Plan and 2021 Shared Corridors Vision Plan. The planning area will include the districts of downtown, Broadway, Olde Main, and the South Broadway Corridor between Mason and Lombardi, and other commercial corridors as funds would permit.	Proposed	Staff Recommends
7-6-206	Joe Faulds	Capital Needs and Organizational Priorities	\$525,000.00	6.1 Provisions of Government Services The recommendation is to pay employees a lump sum stipend of up to \$500 for the essential work that employees continue to provide throughout the pandemic. Employees that are on the payroll on the date of Common Council approval will be eligible. This amount is an estimate, actuals will be determined on the number of active employees. The City is precluded from unilaterally offering benefits to union groups with full bargaining rights. Therefore, employees in the Fire, Police, and Transit Union groups will need to bargain a one-time stipend into their contract.	Proposed	Refer to staff

Capital Needs and Organizational Priorities

Total Approved	\$4,376,164.58
Total Proposed	\$4,144,411.00
Total	\$8,520,575.58

Total Allocated	\$10,000,000.00
Remaining Amount	\$1,479,424.42

File Number	Requestor	Category	Request Amount	Project/ Activity	Status	Staff Recommendation
9-2-214	Mayor	Affordable Housing Development and Small Business Support	\$180,000	1.8 Assistance to Small Business^ GBACC Staff This 3-year role would serve as central engagement for small business services in Green Bay, helping to create a 21-Century model that creates a robust successful ecosystem for our local businesses most impacted by COVID-19. The coordinator would utilize direct contact engagement that will build a public facing directory for community use, develop a report on the small business needs of the impacted population and play a match maker to City and Chamber services	Approved	
2-2-003	Neil Stechschulte	Affordable Housing Development and Small Business Support	\$1,000,000	The City of Green Bay currently facilitates a Commercial Façade Improvement Grant program. The program provides competitive funding to renovate or restore the exterior facade of commercial properties located in Facade Grant Eligible Areas	Approved	
2-2-004	Neil Stechschulte	Affordable Housing Development and Small Business Support	\$40,000	The Blueprint Green Bay is an accelerator program located in the Urban Hub and operated by the Green Bay Area Chamber of Commerce that provides entrepreneurs of color, female and veteran-owned businesses and startups in the Green Bay area with mentorship, technology training and the opportunity to secure seed funding via two focused cohorts (an idea session and a market validation session).	Approved	
2-3-207	Cheryl Renier-Wigg	Affordable Housing Development and Small Business Support	\$1,500,000	Gap financing for development of affordable housing. With the rising costs of development and the increased demand for housing units, developers are facing unprecedented challenges in securing funding for the construction of new housing units. This funding source would supplement our other sources of available housing funding such as Tax Increment District Affordable Housing (TIDAH), or HOME funds. These funds would help to fill the gap created when rents need to be affordable, and construction costs are high.	Proposed	Staff Recommends
5-2-201	Cheryl Renier-Wigg	Affordable Housing Development and Small Business Support	\$500,000	2.18 Housing Assistance: Other support The HILP Program offers property owners at or below 80% of median income, an interest free, pay it back when you move or sell loan to make home improvements to their properties. It is administered by NeighborWorks Green Bay and is primarily funded through the City's HOME allocation. This is a very popular program with a current a waiting list of over 100 people. The ARPA funding would be used to subsidize each loan. The owner would be eligible for a grant of up to \$10,000 to be used for energy efficiency improvements at the home such as furnaces, water heaters, windows, doors etc. This subsidy would help the owner pay for items that would have a cost savings to the household by decreasing energy costs. The City has been administering an owner rehab loan program for over 30 years. It has been a very successful program that has allowed working families and elderly residents the ability to stay in their homes, thus providing housing security and a safe living environment. The additional grant dollars will ensure all needed repairs can be completed with essential energy efficiency improvements included in the project. These grant dollars will assist over 50 low income home owners in Green Bay.	Hold, Refer back to Finance, Proposed	Staff Recommends

File Number	Requestor	Category	Request Amount	Project/ Activity	Status	Staff Recommendation
5-2-202	Cheryl Renier-Wigg	Affordable Housing Development and Small Business Support	\$300,000	2.18 Housing Assistance: Other support. The Curb Appeal Program is a program set up for property owners to complete exterior improvements to their properties, specifically items that aren't eligible under the City's HOME funded rehab programs. Staff discovered that there were a number of properties in our older neighborhoods that were in good shape, but had overgrown or missing landscaping, gravel driveways, dying trees and minor exterior repair issues that needed correction. Providing this grant allows the owners to have a funding resource to make these exterior improvements, thus improving the overall beautification of the neighborhood. This is a program that provides a grant of up to \$7,500 to cover the cost of exterior repairs. Historically, the average curb appeal grant has been \$4,000. Staff has packaged 29 of these grants in the past. Based on this average \$4,000 grant, 75 properties would be improved. This program would operate within the eligible Qualified Census Tracts only. It would be administered by Community and Economic Development Staff	Hold, Refer back to Finance, Proposed	Staff Recommends
5-2-203	Cheryl Renier-Wigg	Affordable Housing Development and Small Business Support	\$500,000	2.2Household Assistance: Mortgage Great Being Home is a homeownership program serving employees of participating Green Bay employers. Eligible buyers will receive a \$5,000 grant in addition to other assistance programs for which they may qualify (up to \$10,000) Staff worked with our outside partners, NeighborWorks Green Bay and the Greater Green Bay Chamber of Commerce (Housing Committee) to craft this program. Great Being Home will help employers attract and retain talent, increase awareness and resources for homeownership among local employees, increase homeownership rates within the City, and strengthen neighborhoods. The City of Green Bay is currently under contract with NeighborWorks Green Bay to provide down-payment assistance under the City's HOME Program. We would continue to use NWGB to administer this program along with the HOME funded program. We will also continue to work with the Chamber of Commerce in attracting larger employers to participate in this program by making a donation on behalf of their employees. If fully funded, 100 buyers would be assisted in purchasing homes in Green Bay.	Hold, Refer back to Finance, Proposed	Staff Recommends

Affordable Housing Development and Small Business Support

Total Approved	\$1,220,000
Total Proposed	\$2,800,000
Total	\$4,020,000

Total Allocated	\$6,000,000
Remaining Amount	\$1,980,000

File Number	Requestor	Category	Request Amount	Project/ Activity	Status	Staff Recommendation
5-5-001	Public Works/ Parks	Stormwater, Green Infrastructure, and Climate Resilience	\$1,000,000	Stormwater feature at Seymour Park East.	Approved	
7-5-001	Public Works	Stormwater, Green Infrastructure, and Climate Resilience	\$60,000	Project intended for residential properties and non-profits. Rebates and cost-share structures: •Rain barrels = Free if City of Green Bay provides; Rebate of up to \$70/rain barrel if purchased separately •Rain gardens = Reimbursement rebate of 75% or 90% of actual project cost (up to a pre-approved maximum) for design and construction. Reimbursement percentage depends on location in watershed. An additional incentive is paid with proof of rain garden maintenance within two years of installation. •Shade/Stormwater trees/bushes= \$50/tree (no limit) or City- provided seedlings at no cost. •Maximum of up to \$5,000 per property for all eligible GI projects.	Approved	
1-5-001	Roosevelt St. Green Infrastructure (GI)	Stormwater, Green Infrastructure, and Climate Resilience	\$360,000	Biofiltration systems installed in the street terrace of Roosevelt St. Stormwater runoff enters the system through a curb-inlet opening or pipe and flows through a specially designed filter media mixture contained in a landscaped concrete container. The filter media captures and immobilizes pollutants; those pollutants are then decomposed, volatilized and incorporated into the biomass of the system's micro/macro fauna and flora. Stormwater runoff flows through the media and into an underdrain system at the bottom of the container, where the treated water is discharged.	Council voted no	
1-5-003	S. Van Buren St. #2	Stormwater, Green Infrastructure, and Climate Resilience	\$570,000	Installation of ~850 feet of permeable pavement and biofiltration systems on Van Buren St, from E. Mason St to Stuart St. The biofiltration systems will be located in the street terrace and planted with native vegetation. This type of GI filters pollutants from stormwater and reduces the quantity of stormwater entering the stormsewer system. Permeable pavement catches water where it falls and allows stormwater and snowmelt to infiltrate into a subsurface storage layer.	Council voted no	
7-5-218	Public Works	Stormwater, Green Infrastructure, and Climate Resilience	\$1,000,000.00	Grant Program for Private, Large Scale stormwater needs to catalyze development	Proposed	Refer to staff

Stormwater, Green Infrastructure, and Climate Resilience

Total Approved	\$1,060,000
Total Proposed	\$1,000,000
Total	\$2,060,000

Total Allocated	\$3,000,000
Remaining Amount	\$940,000

File Number	Requestor	Category	Request Amount	Project/ Activity	Status	Staff Recommendation
9-1-008	Capt Allen	Crime Prevention and Neighborhood Enhancement	\$88,000	The Green Bay Police Department currently has 9 vacant sworn positions, with additional vacancies anticipated as more officers become eligible for retirement over the next few years. Our proposal is to set aside \$150,000 in American Rescue Plan Act (ARPA) funding for recruiting and retention efforts over the next three years. Up to \$100,000 of this funding could be used in 2022 and 2023 to pay up to \$10,000 in moving expenses for new-hires from outside the area. The remainder of the funds would be used for contract resources for wellness programming, including training and consultation for employees on nutrition, exercise, sleep deprivation, and mental health. Any funds earmarked for relocation or signing bonuses not used by January, 2024 would be re-programmed for additional wellness programming.	Approved	
9-2-009	Capt Balza & Lt Jason Allen	Crime Prevention and Neighborhood Enhancement	\$35,000	Lot Cop/Law Enforcement Surveillance Trailer. The Lot Cop/Law Enforcement Surveillance Trailer is an enclosed hybrid powered trailer system that contains a large battery bank with solar charge assist for self sustaining use and deployment anywhere in the City. It contains a 25 foot telescoping mast with 1080P High Definition cameras with clarity in both dark and light areas that pan/tilt and 32x optical zoom with 24/7 video recording which provides valuable evidence to interdict criminal behavior and act as a visual deterrent.	Approved	
5-1-205	Chief Chris Davis	Crime Prevention and Neighborhood Enhancement	\$148,100	1.11 Community Violence Intervention The Green Bay Police Department at 307 S. Adams has an unsecured parking lot for both department and employee vehicles. The department houses critical infrastructure, vehicles, and resources that are left unprotected every day. The proposed fence will secure the parking lot to protect its resources and give employees a secure area to store squads, investigative vehicles, and specialty unit vehicles/resources. In addition, the fence will provide a secure area for all employees. They will be able to work and park their personal vehicles in the fenced area. As result, this will provide them a safe environment to work and park their vehicle. Nationwide attacks on police officers are up and the department prioritizes employee safety and wellness. Installing a fence will aid in providing this safe environment as well as protecting employee and department vehicles.	Approved	
9-2-006	Cmdr Ebel & Capt Richgels	Crime Prevention and Neighborhood Enhancement	\$314,000	NIBIN. The NIBIN database links crimes more quickly, generates investigative leads that would otherwise not been detected and also gives prosecutors admissible evidence to corroborate witness testimony	Approved	
12-3-001	Chief Chris Davis	Crime Prevention and Neighborhood Enhancement	TBD	Shot Detection system \$655,000 requested	Approved for RFP, no funding at this time	
9-1-001	Chief Chris Davis & Cmdr Kevin Warych	Crime Prevention and Neighborhood Enhancement	\$126,500	Gun violence reduction strategy. NICJR will work with the Green Bay Police Department to create an Office of Violence Prevention (OVP) to develop effective Gun Violence Reduction Strategies	Proposed	Staff Recommends

File Number	Requestor	Category	Request Amount	Project/ Activity	Status	Staff Recommendation
9-3-004	Neil Stechschulte	Crime Prevention and Neighborhood Enhancement	\$150,000	Neighborhood Association support. A specific focus will be on leadership development and representation of disadvantaged populations in these neighborhoods. Strong neighborhoods are a key factor in the City's ability to attract and retain a vibrant workforce and to remain economically competitive. Revitalized neighborhood associations would have significant positive affect on the ability to communicate on City initiatives and the overall effectiveness of local government. A functioning neighborhood network would also make communicaiton and implementation of public health policies more efficient and effective.	Approved	
9-2-007	Steve Meadowcroft	Crime Prevention and Neighborhood Enhancement	\$217,000	FLOK Safety System-License plate recognition system. Implementation of a License Plate Recognition Camera system at eleven key enterances, exits, and throughways in the city using 28 cameras	Proposed	Staff Recommends
5-1-206	Chief Chris Davis	Crime Prevention and Neighborhood Enhancement	\$25,000.00	1.11 Community Violence Intervention GBPD is working on a comprehensive gun violence reduction strategy. The foundation is implementing an Office of Violence Prevention (OVP). The OVP will be led by a program director that will analyze, strategize, and empower life coaches to intervene in people's lives who are at most risk of being victims or suspects of gun violence. Based on research and the recommendation from the National Institute of Criminal Justice Reform, the OVP should not be within the police department. Our intention is to house the OVP within the community policing center at 807 N. Irwin Ave. The CP center is a commercial property in the "Old North Neighborhood." In preparation of the OVP, we are updating the CP Center so all officers and staff of the OVP can work there. The CP center is currently in need of a new roof. We anticipate that the roof will be less than \$25,000. We need to replace the roof to ensure it is a safe place to work and does not create larger problems in the future. Once the roof is installed, the OVP and the community policing officers will be fully operational for many years.	Approved	

Crime Prevention and Neighborhood Enhancement

Total Approved	\$760,100
Total Proposed	\$343,500
Total	\$1,103,600

Total Allocated	\$2,000,000
Remaining Amount	\$896,400

File Number	Requestor	Category	Request Amount	Project/ Activity	Status	Staff Recommendation
2-2-005	Neil Stechschulte	Arts, Culture, and Tourism	\$75,000	The three active farmers markets that operate in the City of Green Bay are a primary tourism attraction for visitors during the summer months. These outdoor events are critical to supporting small businesses within our Business Improvement Districts. Pandemic conditions have negatively impacted these events, and caused additional expenses and reduced revenues. Staff is recommending that grants up to \$25,000 be awarded to the hosting organizations to help with costs related to operating and marketing these events in 2022. Events are: Saturday Farmers Market, Farmers Market on Broadway and the Market on Military.	Approved	
2-2-006	Neil Stechschulte	Arts, Culture, and Tourism	\$250,000	competitive tourism grant program be established to provide direct operating and marketing assistance grants to organizations that host and operate existing or new tourism events	Approved	
6-2-211	Cheryl Renier-Wigg	Arts, Culture, and Tourism	\$150,000	2.35 Arts Grant Program. In partnership with the GB Public Arts Commission and Community and Economic Development Dept., funding would be provided for public arts and cultural activities. This program is established to develop the creative potential of local artists and performers, advance education, spur economic vibrancy and revitalize communities through involvement with the arts. This program provides competitive grants for temporary and permanent arts and cultural projects. Grants can range from \$2,500-\$10,000.	Proposed	Staff Recommends
6-2-212	Cheryl Renier-Wigg	Arts, Culture, and Tourism	\$50,000	2.35 Rotating Arts Program. In partnership with the GB Public Arts Commission the Community and Economic Dev. Dept. would oversee and provide funding to continue the expansion of the City's Rotating Arts Program. This program pays artist to display their artwork in Green Bay. Currently there are 6 sites and this funding would provide for the addition of 4 additional sites. It would also fund the existing program artists stipends, program equipment and limited maintenance	Proposed	Staff Recommends
6-2-203	Dan Ditscheit	Arts, Culture, and Tourism	\$500,000.00	2.35 Aid to tourism Baird Creek Triangle Hill is a City owned Tube, Ski and Snowboard Park. The winter facilities at this park consist of a heated chalet with restrooms and concessions, one tubing hill with a hands-free tube lift, two ski/snowboarding hills with tow ropes and 3.3 miles of groomed cross country ski trails. There is currently no snow making equipment so we are 100% reliant on heavy snowfall in order to open the facility to the public. If this funding is approved, it would be used to purchase 2 snow making guns and 1 used snow grooming tractor. The snow making equipment would be able to make snow on the tubing hill and on 1 of the 2 ski hills.	Proposed	Staff Recommends

Arts, Culture, and Tourism

Total Approved	\$325,000
Total Proposed	\$700,000
Total	\$1,025,000

Total Allocated	\$1,500,000
Remaining Amount	\$475,000

File Number	Requestor	Category	Request Amount	Project/ Activity	Status	Staff Recommendation
7-2-203	Alder Steuer	Affordable Housing Development and Small Business Support	\$25,000.00	2.15 Longterm housing assistance GB RDA parcels located at 815, 821, 833 S. Chestnut Av. and 414 and 418 4th Street form a contiguous area that could be utilized for Tiny Homes project to assist with some homelessness issues that are plaguing our Military Veterans. There are 43 homeless veterans in Green Bay as of January, 2021, an increase of 126% from 2017. Gail Nohr, Brown County Veterans Service Office, has been working with me on this initiative. Nohr is in touch with County Executive, Troy Streckenbach, who is interested in the project. Nohr contacted Zach Zdroik, Executive Director, Veterans Outreach of Wisconsin. Zdroik was instrumental in getting the James A. Peterson Veteran Village and S.C. Johnson Community Center in Racine, WI. The 15 homes deal with primary needs: homelessness, food insecurity and mental health. Accompanying programs include group therapy for PTSD and for alcohol/drug addictions; assistance with work searches; financial advice and guidance; and housing placements. The Village presents a 2-year program for Veterans, though many graduate by 8 months. Classes that deal with cooking, yoga and art therapy (among others) are also present at the adjoining community center. Ms. Nohr contacted NWTC, local Carpenters Unions, Habitat for Humanity and Alliance Construction as collaborative partners in this initiative. \$25,000 for a Research Study, with future considerations for more ARPA funds when the project costs are finalized	Proposed	Refer to staff
7-2-209	Alder Galvin	Affordable Housing Development and Small Business Support	\$1,000,000.00	2.18 Housing Assistance \$25,000.00 grants to home owners in flood plain areas to assist them in raising their foundations to prevent future flooding of their homes.	Proposed	Refer to staff
7-2-211	Alders Scannell & Johnson	Affordable Housing Development and Small Business Support	\$300,000.00	2.3 Tech Assistance Funding for a 3-year Director of Urban Planning and Design position. This position will work directly for Downtown Green Bay, Inc. with direction outlined in a four-party agreement between the City of Green Bay and three downtown BIDs. The City is not staffed to provide services to the advancement of several key council-approved plans: Authenticity, Shared Vision Corridor Plan, EPA Shipyard Corridor Redevelopment Plan, 1997 Plan, 2001 Olde Main Design Plan, Broadway District Design Plan, and other plans. The importance of these plans cannot be understated given that the highest tax base density is rooted in downtown and presents the most opportunity for the growth of taxable development. General duties and responsibilities of this position will include the advancement of public spaces, development and implementation of urban design standards, execution of streetscape plans, site development and modeling to promote new development on vacant lots (housing and commercial), and grant writing/resource allocation for private and public investments. A large portion of the downtown area is in qualified census tract and promotes equitable community development. It also serves the small business community that was negatively impacted. Nearby communities are investing and thriving in their respective nodes (Titledown District, Howard Commons, Allouez, etc.) the downtown BIDs wish to keep pace with neighbors by investing in the physical spaces of downtown to make it attractive to visitors and residents. The budget for this position is an anticipated salary range of \$70,000 per year plus taxes/benefits for a total of \$100,000 annually. Other expenses required for the success of the position such as office supplies, computer, workspace, training and development, etc. will be covered by the downtown organizations. The request is to fund this position for three years at which time the downtown organizations will sustain the position.	Proposed	Refer to staff
Affordable Housing Development and Small Business Support Total			\$1,325,000.00			

File Number	Requestor	Category	Request Amount	Project/ Activity	Status	Staff Recommendation
6-2-206	Alder 7	Arts, Culture, and Tourism	\$55,000	2.35 Aid to tourism \$55 thousand for a bronze tree marker sculpture to be placed between the Hampton and Ray Nietzsche bridge. This is the end point of the old Military Road connecting Green Bay to Chicago that was constructed on an Indian trail. There is already a bronze statue at the Chicago end. The sculpture would be a recognition of Native American's impact in Green Bay and a way to honor the Ho Chunk, Menominee, and other local tribes.	Proposed	Refer to staff
7-2-210	Alder Brunette	Arts, Culture, and Tourism	\$100,000.00	2.35 Aid To tourism Funding the construction of a Christkindl Market to boost tourism in Broadway District, located in a qualified census tract. On Broadway was negatively impacted with lost revenue due to event cancellaton, retail shops were disproportionately impacted from safer at home orders and the loss of foot traffic historically driven by special events . On Broadway, Inc. is requesting \$100,000 to purchase materials and hire labor to construct seasonal huts for a Christkindl Market during the holiday season, which is important to our retail shops. The huts will be made available to small businesses who wish to sell holiday/ winter related products. This will not only support vendors, but the growth in foot traffic will spill over into nearby small businesses throughout the district and downtown area. The huts will need to meet code compliance for electrical wiring and heating, and will be collapsible and stored so they can be reused every year . On Broadway will cover related expenses for marketing and programming to further enhance the visitor experience including music, visits with Santa, special events and other activities designed to attract visitors. Other Christkindl Markets throughout the region have attracted significant volumes of people including Chicago, Milwaukee, Door County and Elkhart Lake which have created positive economic activity for small businesses.	Proposed	Refer to staff
7-2-213	Alder Johnson	Arts, Culture, and Tourism	\$500,000.00	2.35 Aid to Tourism Request for funding to launch an artist residency. Artists were disproportionately impacted by the pandemic and On Broadway, Inc. seeks to launch an art residency that will house artists who work on their medium in an immersive environment while providing value to City of Green Bay residents. It is anticipated the residency will be able to house up six artists simultaneously (the term of each residency can vary). Rent will be subsidized and some living costs are defrayed through private fundraising efforts. The residency will be managed in partnership with the City's public arts coordinator. The facility is expected to include residential units, gallery space, and a community room that can be utilized by the public. Programming may include art events, workshops and classes, musical performances, and more. Additionally, we seek to place artists with various organizations throughout the community to advance their work in a public setting such as the City of Green Bay, business improvement districts, community development organizations, cultural institutions, government departments, etc. This allocation will be matched through private investment to properly fund the launch and operation of the facility.	Proposed	Refer to staff

File Number	Requestor	Category	Request Amount	Project/ Activity	Status	Staff Recommendation
7-2-214	Alder Johnson	Arts, Culture, and Tourism	\$250,000.00	2.35 Aid to Tourism The tourism industry was negatively impacted by the pandemic. \$250,000 is being requested as an allocation to Discover Green Bay to promote Green Bay as a destination for visitors and to provide assistance with securing convention bookings in the city-owned KI Convention Center.	Proposed	Refer to staff
7-2-215	Alder Johnson	Arts, Culture, and Tourism	\$25,000.00	2.35 Aid to Tourism There have been recent coordination efforts amongst the business owners in the Southern Broadway corridor and they wish to make improvements to the public streetscape to help support the attractiveness of the area and subsequently the small businesses that exist throughout that corridor. Three other BIDs were awarded \$25,000/each for farmers' markets, but this group of business owners is not a BID and they do not host a farmers' market. Therefore, I am requesting \$25,000 for this business association (legally organized as Shipyard District, Inc.) contingent on the successful passage of a resolution that will acknowledge their organization as a district. Funding decisions may be approved by their board but should generally support streetscape improvements authorized after the passage of the resolution such as pole banners, bike racks, benches, garbage cans, etc. that will help attract visitors and support the small businesses that exist there.	Proposed	Refer to staff
7-2-216	Downtown GB, Inc	Arts, Culture, and Tourism	\$300,000.00	2.35 Aid to Tourism In 2009 the city invested \$12 million to transform a rusty dockwall into a world class Downtown boardwalk. Since then, the space has become the social center of our city and a destination where our community and it's visitors can work, live and play. For the past 14 years, Downtown Green Bay Inc. (DGBI) has been activating and programing the CityDeck. It is safe to say that 2019, nearly 100,000 visitors came to CityDeck specifically for events. When the pandemic hit, these events came to a halt and for 2 years, there were very minimal planned activations there. This year, we are seeing a robust rebound but we have determined that in order to keep the CityDeck competitive with other social zones in our city (such as the Titledown District) we need to make some impactful changes. We want the City Deck to continue to offer free, welcoming and inclusive activities for all. The City Deck and Fox River Trail need to grow and improve if we are to continue to draw people to the Downtown District and by doing so, having a greater economic impact. These enhancements might include, but are not limited to: Covered performance stage(s) with lighting and sound upgrades and additional seating/gathering spaces.	Proposed	Refer to staff
7-2-217	Downtown GB, Inc	Arts, Culture, and Tourism	\$200,000.00	2.35 Aid to Tourism The addition of artistic elements to CityDeck/Fox River Trail corridor will significantly enhance this space and will more effectively position this areas as a safe and welcoming destination for our community and visitors. Planned elements include, but are not limited to: Gateway/wayfinding signage, entrance lighting, large scale letters (GREEN BAY) for photo oppertunities, and additional public art elements, such as upgrades and improvements to the trail under the Walnut and Main street bridges. We will use local artists when possible to create these elements, supporting these individuals as they rebound from the challenges of the pandemic.	Proposed	Refer to staff
Arts, Culture, and Tourism Total			\$1,430,000.00		Proposed	

File Number	Requestor	Category	Request Amount	Project/ Activity	Status	Staff Recommendation
1-2-005	Alder 8	Capital Needs and Organizational Priorities	\$100,000	LTE positions for attorneys and support staff in the Brown County DA office due to cases being at an overwhelming number with a majority coming from the city of Green Bay.	Proposed	Refer to staff
12-2-002	Alders Steur & VanderLeest	Capital Needs and Organizational Priorities	\$100,000	Assist Business districts in improvements that were not able to be completed because of covid-19 \$100,000	Partially approved and currently contemplated in other sections	
6-1-204	Alder 1, Alder 11	Capital Needs and Organizational Priorities	\$25,000	1.7 Capital Improvement We have 2 fire houses (station 1 & 3) that are structurally unsafe with a large financial impact to repair. We would like both a size and location analysis done to know future costs of combining the 2 stations to one, at a new location. Programming/Space Needs and Conceptual Design 1.The successful provider will meet with the department and staff as required to review current space usage, deficiencies, and projected growth. A space program will be developed that details existing and projected space needs of station 1 and 3 for the next 20 years. Programming will include the following: i. Program Space Needs for replacement of stations 1 and 3, as a combined station. Conduct stakeholder/department interviews to confirm individual space program needs, support space requirements, area adjacency requirements, etc. i. Prepare conceptual “bubble diagram” options showing global space needs and adjacencies. ii. Prepare a conceptual site plan diagram using aerial photos/maps to evaluate potential building locations/orientation, utility service impacts and parking/circulation impacts. iii. Review/discuss advantages and disadvantages of each option with Owner and select preferred plan and site plan alternatives for further refinement. 2. Project cost estimates will be developed for options developed on a high level, square foot-based opinion of probable cost. Estimates will include all known costs required to develop a completed project. Geographical Information System (GIS) 1.Station Location Studies are generally developed based on the following considerations: i. Using GIS Mapping to create response time polygons based on 3-5 years of past National Fire Incident Reporting System (NFIRS) data. 2.Green Bay Fire Department Programming and Station Location 3 ii. Ability of the Department to meet National Fire Protection Association (NFPA) 1710 (Career) requirements. 3.City’s Comprehensive Plan and planned future growth. 4.Insurance Services Office (ISO) rating of the City. v. Other potential issues specific to the Community (Railroads, rivers, highways, etc.)	Proposed	RECOMMEND
6-1-205	Alder 1, Alder 11	Capital Needs and Organizational Priorities	\$9,000,000	1.7 Capital Improvement We have 2 fire houses (station 1 & 3) that are structurally unsafe with a large financial impact to repair. We would like to combine the 2 stations to one, at a new location.	Proposed	Not Recommended

File Number	Requestor	Category	Request Amount	Project/ Activity	Status	Staff Recommendation
7-6-212	Alder Johnson	Capital Needs and Organizational Priorities	\$1,000,000.00	6.1 Provision of Govt Serv Request for a fund allocation to the RDA to strategically acquire vacant parcels that can be used for short-term challenges (parking, for example) while the city prepares an RFP to solicit private development that pays taxes and solves priority needs such as housing. One of the biggest impediments to successfully closing a development agreement is site control and cities that have a high degree of success with initiating development are those that have strategically acquired undeveloped sites that do not contribute significantly to the tax base and offer no value to adjacent properties. Areas of priority could include downtown which has the highest tax base density, industrial parks which house tremendous growth potential, and other commercial corridors that currently lack sufficient development. Additionally, this investment leverages ARPA by converting the initial investment into millions more through private capital.	Proposed	Refer to staff
Capital Needs and Organizational Priorities Total			\$10,225,000.00			

File Number	Requestor	Category	Request Amount	Project/ Activity	Status	Staff Recommendation
6-2-207	Alder 6	Crime Prevention and Neighborhood Enhancement	\$650,000	2.2 Strong Healthy Communities: Neighborhood Features that Promote Health and Safety replace and relocate the playground, splashpad and basketball court at Farlin Park. The existing playground was installed in 1994 and is in current need of replacement. The existing splash pad was installed in 2000. The existing basketball court was last resurfaced in 2004.	Proposed	Refer to staff
5-1-208	Alder 12	Crime Prevention and Neighborhood Enhancement	\$22,000	1.11 Community Violence Intervention Requesting at least two (2) Speed Boards	Proposed	Refer to staff
6-2-207	Alder 6	Crime Prevention and Neighborhood Enhancement	\$650,000.00	2.2 Strong Healthy Communities Neighborhood Features that Promote Health and Safety replace and relocate the playground , splashpad and basketball court at Farlin Park. The existing playground was installed in 1994 and is in current need of replacement. The existing splash pad was installed in 2000. The existing basketball court was last resurfaced in 2004.	Proposed	Refer to staff
7-2-202	Alder Galvin	Crime Prevention and Neighborhood Enhancement	\$600,000.00	2.22 Strong Healthy Communities side walks in the city are in need of major repairs or replacements. They have been neglected to the point that citizens are forced to walk in the roadway to avoid injury or harm. Many claims have been filed against the city for injuries incurred due to the condition of our sidewalks.	Proposed	Refer to staff
7-3-207	Alder Brunette	Crime Prevention and Neighborhood Enhancement	\$500,000.00	3.9 Healthy Environment The Packerland/West Mason intersection will be improved for vehicular safety during 2023 in partnership with Brown County. Unfortunately, this part of the project doesn't focus on pedestrian or bicyclist safety. Several community partners have shown interest in securing funding and support for this potential second phase of the project.	Proposed	Refer to staff
Crime Prevention and Neighborhood Enhancement Total			\$2,422,000.00			

File Number	Requestor	Category	Request Amount	Project/ Activity	Status	Staff Recommendation
7-5-201	Alder Grant	Stormwater, Green Infrastructure, and Climate Resilience	\$250,000.00	5.6 Stormwater Nicolet Storm water runoff originating in storm water base A-13 on the attached graphic has historically overwhelmed the storm sewer system and roadside ditch during high intensity rainfall events. During these rainfall events, several homes are subject to repeated flooding, resulting in property damage. Brown County has completed design of drainage improvement projects in the subject area to provide proper drainage of storm water runoff, but funding for implementation is limited.	Proposed	RECOMMEND
7-5-204	Alder Hutchison	Stormwater, Green Infrastructure, and Climate Resilience	\$520,000.00	5.6 Stormwater Baird Creek-Burgundy Ct, Surface Water Sediment Control Project The development of the neighborhood just south of Burgundy Court in the area west of Hwy 43 and south of Baird Creek includes almost 200 lots almost all developed with homes, approximately 2.5 miles of roadway and encompasses approximately 100 acres of land. The surface water is controlled through curb/gutter/storm sewer pipeline until being conveyed north to Baird Creek. The north-bound conveyance system consists of approximately 200 feet of gabians (rip rap installed within wire cages) and approximately 800 feet of natural, unlined ditch which conveys the surface water to a culvert beneath a rail spur which delivers the water to another unlined ditch (approximately 300 feet) where it is conveyed to Baird Creek. Naturally occurring erosion is occurring within and adjacent to the unlined ditches, especially during rain events. This results in large amounts of sediment being deposited into Baird Creek. This project will line the 800 ft of unlined ditch with gabians (estimated at \$330,000) and construct a rip rap lined ditch with ditch checks in the 300 feet of unlined ditch to minimize sediment transport to Baird Creek (estimated at \$190,000).	Proposed	Refer to staff
7-5-205	Alder Hutchison	Stormwater, Green Infrastructure, and Climate Resilience	\$200,000.00	5.6 Stormwater Bairds Creek Christa McAuliffe Park, Surface Water Sediment Control Project The developed area of the neighborhood just east of Christa McAuliffe Park on the west half of West Twin Pines Court delivers surface water to an unlined ditch to the west to Baird Creek. This area includes 6 lots with homes and approximately 300 feet of paved roadway. Erosion along the unlined ditch is occurring, especially during rain events, which results in sediment being deposited into Baird Creek. This project will line about 500 ft of unlined ditch with rip rap and ditch checks prior to delivery to the creek.	Proposed	Refer to staff
7-5-208	Alder Brunette	Stormwater, Green Infrastructure, and Climate Resilience	\$50,000.00	5.6 Stormwater There are erosion concerns along Lacount and past Fritsch Park. These funds would assist in replacing deteriorated crossings over culverts and preliminary work for the creek near Fritsch Park.	Proposed	Refer to staff

Stormwater, Green Infrastructure, and Climate Resilience

Total \$1,020,000.00



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

July 26, 2022

PREPARED BY

AGENDA ITEM # E.8

A request by Ald. Jennifer Grant to the Finance Committee which states: "For disclosure (from staff) with discussion and possible action of all approved, proposed, and pending ARPA requests with dollar amounts attached."

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2022-06-17 Dist I to Finance Pg I

From: noreply@civicplus.com
To: [Celestine Jeffreys](#)
Subject: Online Form Submittal: Alders' Petitions and Communications
Date: Friday, June 17, 2022 11:15:20 AM

Alders' Petitions and Communications

Name	Jennifer Grant
Committee Name	Finance Committee
Text of Communication	For disclosure (from staff) with discussion and possible action of all approved, proposed, and pending ARPA requests with dollar amounts attached.

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



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

July 26, 2022

PREPARED BY

AGENDA ITEM # E.9

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 will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. CONFIDENTIAL Claims Committee Rpt May 2022