AGENDA OF THE FINANCE COMMITTEE

TUESDAY, DECEMBER 13, 2022, 4:30 PM

In person at City Hall, Room 207.
Virtual attendance also available via Zoom.
Immediately following Personnel.
AMENDED

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 November 29, 2022 meeting.

E. Regular Business.

1. For consideration with possible action on the purchase of FortiNet EPP-APT, EDR/MDR and MultiFactor Authentication software and support for 36 months for total cost of $154,125.00.

2. For consideration with possible action acceptance of the State of Wisconsin Department of Administration Neighborhood Investment Fund Grant program for $5,000,000 as part of the American Rescue Plan Act of 2021.

3. Consideration with possible action on a request by Department of Public Works for a sole-source purchase of an Aries TR3320 Pathfinder Tractor (with case) and an Aries PE3530 CCTV Camera (with case) from JWR, Inc., in the amount of $51,229.

4. For consideration with possible action acceptance of the WECD Community Development Investment Grant for up to $250,000.

5. Consideraton with possible action on a first amendment to the resolution adopting the City's plan for expenditure of funds received pursuant to the American Rescue Plan Act of 2021.

6. Report of the Claims Committee.

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

7. For consideration and possible action to authorize the engagement of Husch Blackwell as outside counsel to provide legal assistance related to the Lambeau Field Stadium Lease.

   The Committee may convene in closed session pursuant to Sections 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the sale of public properties, investing of public funds or conducting other specified public business as necessary for competitive or bargaining reasons. 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.

8. For consideration with possible action the resolution authorizing budget amendments for unbudgeted community events and costs offset by invoices for a total of $39,719.27.

F. Informational.

1. 2022 Contingency Account: $184,297.00; unobligated is $57,297.00.

2. The next Finance Committee meeting will be held on Tuesday January 10, 2023 at 4:30 PM.

G. Adjournment.

1) THIS MEETING IS RECORDED: THE VIDEO OF THIS MEETING AND MINUTES ARE AVAILABLE ONLINE AT www.greenbaywi.gov
2) ACCESSIBILITY: Any person wishing to attend who requires special accommodation because of a disability, should contact the City Safety Manager at 920-448-3125 at least 48 hours before the scheduled meeting time so that arrangements can be made.
3) QUORUM: Please take notice that a majority or quorum of the Common Council will attend this Finance Committee meeting and will constitute a meeting of the Common Council for purposes of discussion and information gathering relative to this agenda.
4) REPRESENTATION: The party requesting the communication, or their representative, should be present at this meeting.

Virtual Meeting Instructions

Finance Committee

Zoom Meeting Information

Join Zoom Meeting
https://us02web.zoom.us/j/88142524379?pwd=ekliUHNVYTJ1RFpOUHVubTdXOHZYZz09

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/u/keah3KVR0u

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.

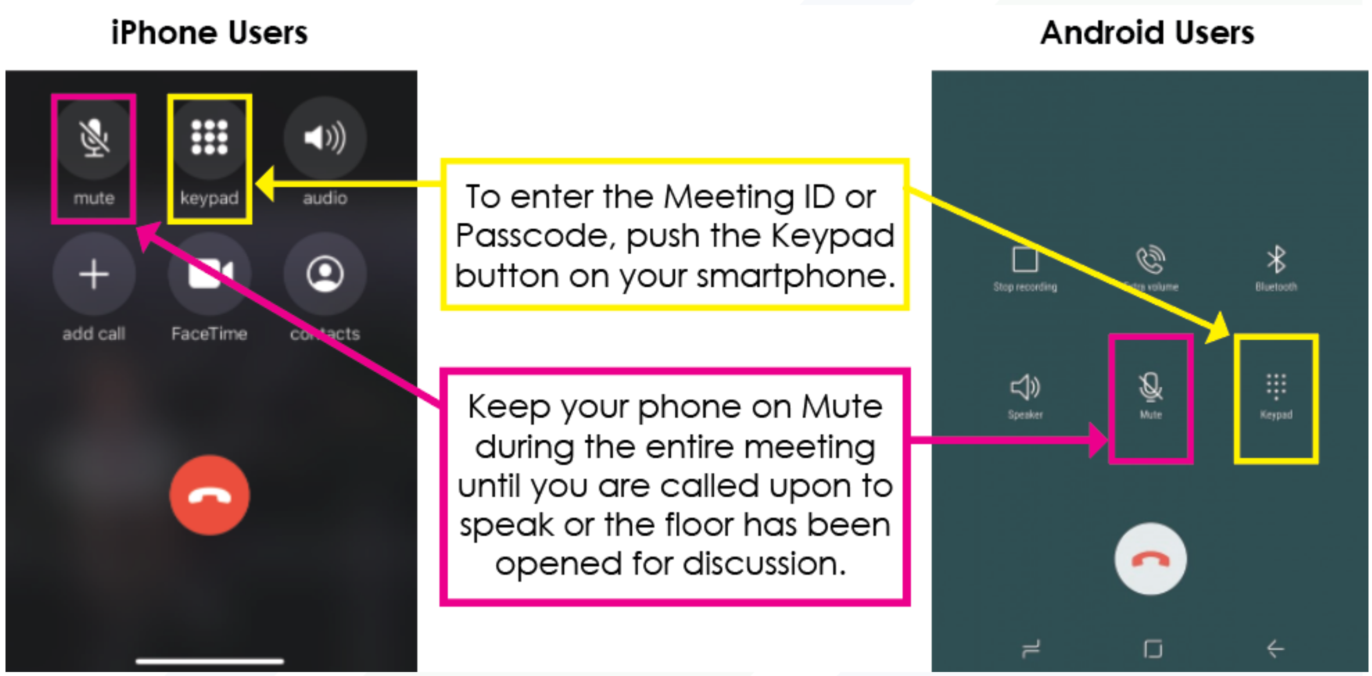
Additional Information

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	PREPARED BY
December 13, 2022	

AGENDA ITEM # E.1

For consideration with possible action on the purchase of FortiNet EPP-APT, EDR/MDR and MultiFactor Authentication software and support for 36 months for total cost of $154,125.00.

BACKGROUND

RECOMMENDATION

Approve.

FISCAL IMPACT

ATTACHMENTS

1. Forti Client

100 North Jefferson Street, Green Bay, Wisconsin 54301-5026
greenbaywi.gov

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

Phone 920.448.3047
Fax 920.448.3050

TO: Finance Committee

FR: Thomas J. Walenski

DT: December 7, 2022

RE: Purchasing Request

Cc: Diana Ellenbecker, Pam Manley

Report by Mike Hronek, Thomas J. Walenski

Discussion and possible approval on the purchase of Forti Client EPP-APT Equipment, EDR/MDR, MultiFactor Authnetication and support.
This is a ARPA Funding Source 218120-55150-83098

This purchase aligns us with best practices for cybersecurity recommended by our insurance provider. This Purchase includes equipment and maintenance service for 36 months (see bid summary) . Total cost of ownership $154,125.00

FortiClient-EPP/APT (on premise deployments) 3-year FortiCLient VPN/ZTNA Agent and EPP/APT Subscriptions with 24x7 FortiCare for 2000 endpoints. Zero Trust Network Access (ZTNA) is an element of zero trust access that focuses on controlling access to applications. ZTNA extends the principles of zero trust access (ZTA) to verify users and devices before every application session. This confirms that they meet the organization's policy to access that application. The EPP/APT Edition of FortiClient expands on the capabilities of the ZTNA Edition by adding AI-based next-generation antivirus (NGAV), endpoint quarantine, and application firewall, as well as support for cloud sandbox. This will be deployed on all servers, laptops, personal computing devices and phones.

FortiEDR Discover, Protect and Respond and Standard MDR 3 Year FortiEDR Discover, Protect and Respond and Standard MDR Subscription and 24x7 FortiCare. FortiEDR delivers real-time, automated endpoint protection with the orchestrated incident response across any communication device, including workstations and servers with current and legacy operating systems as well as manufacturing and OT systems, all in a single integrated platform, with flexible deployment options and a predictable operating cost.

FortiCare BPS Subscription for FortiEDR 3 Year FortiEDR Best Practice Service. Provides direct access to Fortinet product experts.

Fortinet FortiAuthenticator. Two-MultiFactor Authentication methods based on device i.e. storage, servers, personal computing device, laptops, tablets, phones.

Respectfully Submitted

Thomas J. Walenski
City of Green Bay – Procurement Manager

CITY OF GREEN BAY BID SUMMARY
RFB #2022-64 Forti Client EPP-APT

DEPT: IT		REQ #	VENDOR #1		VENDOR #2		VENDOR #3		VENDOR #4		VENDOR #5	
Planholders: 11 Vendors		CC#	ACP CREATIVIT dba CAMERA CORNER		VANGUARD COMPUTERS INC - State Contract Pricing		INFRATACTIX LLC		OPTIV		RMM SOLUTIONS INC	
ISSUED: 11/10/22		DUE: 12/1/22	Green Bay		Brookfield		Middleton		Denver CO		Wausau	
QTY	UNIT	DESCRIPTION	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE
1	EA	FC3-10-EMS04-429-01-36 FortiClient-EPP/APT (on premise deployments) 3-year FortiCLient VPN/ZTNA Agent and EPP/APT Subscriptions with 24x7 FortiCare for 2000 endpoints	$ 82,325.00	$ 82,325.00	$ 82,312.00	$ 82,312.00	$ 98,960.40	$ 98,960.40	$ 79,549.34	$ 79,549.34	$ 90,076.60	$ 90,076.60
6	EA	FC1-10-FEDR1-349-01-36 FortiEDR Discover, Protect and Respond and Standard MDR 3 Year FortiEDR Discover, Protect and Respond and Standard MDR Subscription and 24x7 ForiCare for 25 endpoints	$ 7,190.00	$ 43,140.00	$ 6,695.00	$ 40,170.00	$ 7,115.61	$ 42,693.66	$ 6,482.55	$ 38,895.30	$ 7,799.20	$ 46,795.20
1	EA	FC1-10-EDBPS-310-02-36 FortiCare BPS Subscription for FortiEDR 3 Year FortiEDR Best Practice Service for up to 999 Endpoints/users	$ 4,695.00	$ 4,695.00	$ 15,205.00	$ 15,205.00	$ 18,232.50	$ 18,232.50	$ 14,620.68	$ 14,620.68	$ 5,531.91	$ 5,531.91
1	EA	FAC-VM-BASE Fortinet FortiAuthenticator VM – License – 100 User, Unlimited vCPU	$ 1,005.00	$ 1,005.00	$ 1,263.00	$ 1,263.00	$ 1,447.60	$ 1,447.60	$ 1,059.71	$ 1,059.71	$ 1,225.00	$ 1,225.00
1	EA	FAC- VM-1000-UG FACFortinet FortiAuthenticator VM – Upgrade License – 1000 User	$ 1,400.00	$ 1,400.00	$ 2,250.00	$ 2,250.00	$ 2,609.20	$ 2,609.20	$ 1,910.05	$ 1,910.05	$ 2,207.98	$ 2,207.98
1	EA	FTM-ELIC-1000 Fortinet FortiToken Mobile – License – 1000 User – Electronic Handheld	$ 20,175.00	$ 20,175.00	$ 22,390.00	$ 22,390.00	$ 25,806.00	$ 25,806.00	$ 18,891.17	$ 18,891.17	$ 21,837.77	$ 21,837.77
1	EA	FC2-10-0ACVM-248-02-36 Fortinet FortiCare – Renewal – 3 Year – Service- 24x7 – Technical - Electronic	$ 1,385.00	$ 1,385.00	$ 1,385.00	$ 1,385.00	$ 1,663.37	$ 1,663.37	$ 1,337.10	$ 1,337.10	$ 1,514.04	$ 1,514.04
		TOTAL:		$ 154,125.00		$ 164,975.00		$ 191,412.73		$ 156,263.35		$ 169,188.50
		LEAD TIME:	120 Days		5-10 Business Days		15 Days		In Stock & Electronic		3-5 Business Days	
		PAYMENT TERMS: NET 30 EARLY PAYMENT DISCOUNT:	Net 30		Net 30		Net 30		Net 30		Net 30	
		COMPANY ACCEPTS P-CARD PAYMENTS:	Yes		No		No		Yes		No	
		BID COMPLIANT:	Yes		Yes		Yes		NO - See *Note Below		NO - See *Note Below	

*Note: Optiv and RMM Solutions acknowleged but did not sign and return the Addendum #1 Document.

Recommendation: Award to the lowest responsive, responsible vendor ACP CreativIT dba Camera Corner in the amount of $154,125.00

Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
December 13, 2022	

AGENDA ITEM # E.2

For consideration with possible action acceptance of the State of Wisconsin Department of Administration Neighborhood Investment Fund Grant program for $5,000,000 as part of the American Rescue Plan Act of 2021.

BACKGROUND

RECOMMENDATION

Approve.

FISCAL IMPACT

ATTACHMENTS

1. Neighborhood_Investment_Fund grant

JBS Site - Project Description

JBS Food Group has donated approximately 25.6 acres to the City of Green Bay for purposes of expanding housing opportunities and creating an exemplary community park and other unique amenities. The project could include but is not limited to the following:

New Housing Opportunities – This will include housing that ranges from urban to suburban styles and densities, income levels from 30-120% of the area median income, and rentals to owner-occupied units. Sustainable designs and practices will be expected. Opportunities for home ownership disenfranchised populations will be strongly encouraged.

New Community Park – The City seeks to design and build a new community park facility that will maximize accessibility and inclusivity for persons with physical disabilities as well as hearing, vision and learning disabilities. It will also provide recreational opportunities for seniors, adults and children. The Park will also be designed to include programmable space available to all Green Bay residents.

Urban Farm – The City is seeking ideas on designing and implementing an urban farming concept that uses otherwise unbuildable areas of the site. The farm would be scaled to focus on family sustaining levels of production, with potential training and support facilities (e.g. a commercial kitchen) that could help scale up levels of production to serve farmers markets, restaurants or institutional markets. Educational programming and job training for disenfranchised populations is highly desirable.

Improved Infrastructure Connections – The City intends to improve street and utility connections through this site which should improve service levels to the entire neighborhood.

Project Need

The City of Green Bay is pursuing this high priority project for several reasons:

- Providing housing at prices that match income needs of the area. JBS Foods has been in regular communication with the City regarding the difficulty in hiring and the lack of available housing for employees. The City's housing market study and needs assessment completed in October of 2020 documented the need for additional units, including those matching prices with jobs available at JBS. The City intends to pursue a wide range of housing options, and a demonstration project for sustainable building practices.

- Investing and improving overall neighborhood conditions. The project area is located in a qualified census tract (55009001600) and is one of the more challenging neighborhoods within the City. Imperial Lane is a dead-end street and is experiencing a decline in property conditions, nuisances and crime. This project will reconnect this neighborhood with the surrounding area, provide additional resources, and serve as a catalyst for further public and private reinvestment.

- A unique, active Community-scale park will be a regional draw, increase property values, and reintegrate this area into the rest of the surrounding neighborhood. This park will be accessible to residents of any age or ability and not otherwise available elsewhere.

- A scalable urban farm concept is consistent with the sustainability goals of the City. The project will provide educational opportunities for students through partnerships with NE WI Technical

College and Brown County. Urban farm users can partner with the Kroc Center and their certified commercial kitchen as well as the School District food prep facility located directly adjacent to the project site.

<u>Project Readiness</u>

- The City has taken ownership of the site, and has commitment of $500,000 from JBS towards the project.
- The City has hosted the first of several public engagement meetings on the project in October.
- City staff completed a preliminary review of the development constraints on the site in 2021, including wetlands, utility easements, etc.
- The City is working with Brown County and NE WI Technical College on developing and coordinating the Urban Farm portion of the project.
- The intended project schedule is as follows:
    - The City is currently preparing a request for proposals for development concepts for the site, which should be issued in January 2022.
    - Preferred developer to be selected by Spring 2022, with a development agreement in place by Summer of 2022.
    - Zoning and infrastructure design to be completed by Fall 2022.
    - Transfer of the property to the preferred developer by end of 2022.
    - The City Parks Department will be designing the community park facility starting in late 2022.
    - Design engineering for all phases of the site completed by Spring 2023.
    - Site grading and infrastructure construction to begin by Spring of 2023, with development construction beginning by Fall of 2023.
    - Urban Farm established and operating by Summer 2024.
    - Community Park construction started and completed by Fall 2024.
    - Private development schedule will be provided by the preferred development team as part of their RFP response.

<u>Capacity to Deliver</u>

The selected project from the RFP process will be expected to continue to work with existing network of partners including but not limited to adjacent property owners, JBS Foods leadership, JBS Foods employees, existing neighborhood residents, United Way, Salvation Army, Green Bay Area School District, Village of Bellevue leadership, local students, UW Green Bay, UW Extension, and NE Wisconsin Technical College.

The City's implementation of Shipyard project will be overseen by the Economic and Community Development Department, under the guidance and direction of the Mayor.

Project Manager: Community and Economic Development Director

Project Team:

- Day to day project management will handled by the Economic Development Specialist
- Project reporting will be the responsibility of the Economic Development Specialist in coordination with the Mayor.
- Infrastructure design will be conducted by the City's Public Works Department and Parks Department.
- Any requirements related to development agreements or purchase agreements will be coordinated through the City Attorney's office.
- Coordination with any other funding programs would be done by the City's Economic Development Specialist, who already coordinates our efforts with EPA, DNR, and WEDC.
- Any consideration for financial assistance from any prospective private developers would be reviewed by the City of Green Bay's Redevelopment Authority and City Council.
- The City has also successfully utilized a competitive RFP process for the selection of developers and/or projects in the past.

GRANT AGREEMENT

STATE OF WISCONSIN DEPARTMENT OF ADMINISTRATION
and
CITY OF GREENBAY

NEIGHBORHOOD INVESTMENT FUND GRANT PROGRAM

THIS GRANT AGREEMENT is made and entered into for the period March 3, 2021 through December 31, 2024 ("Performance Period") by and between the Wisconsin Department of Administration ("Department"), representing the State of Wisconsin (collectively "State"), and CITY OF GREENBAY ("Grantee").

RECITALS

WHEREAS, the Department has received funds from the United States Department of the Treasury pursuant to section 602 of the Social Security Act, as amended by section 9901 of the American Rescue Plan Act of 2021 ("ARPA") to be used for the purposes specified in the ARPA; and

WHEREAS, on August 24, 2021 Governor Tony Evers announced the launch of a $200 million Neighborhood Investment Fund Grant Program ("Program") providing grants to local and Tribal governments to help neighborhoods recover from negative effects of the COVID-19 pandemic with a particular focus on addressing the needs of residents living in communities disproportionately impacted by the pandemic; and

WHEREAS, Governor Evers instructed the Department to utilize ARPA funds for the Program and to award grants to eligible applicants for eligible activities; and

WHEREAS, on behalf of the State, the Department administers the Program through its Division of Enterprise Operations ("Division"); and

WHEREAS, Grantee is an eligible applicant for participation in the Program; and

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

WHEREAS, the State has approved a Grant Award to Grantee in the amount set forth below;

NOW, THEREFORE, in consideration of their mutual promises and benefits the parties hereto agree as set forth in the Grant Agreement Terms and Conditions on the following pages.

IN WITNESS WHEREOF, the Department and Grantee have executed this Grant Agreement as of the date this Grant Agreement is signed by both parties' authorized representatives.

CITY OF GREENBAY

BY: ______________________________
(signature)

NAME: ______________________________
(print)

TITLE: ______________________________

DATE: ______________________________

PROJECT ID: ______________________

UEI #: ______________________________

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

BY: ______________________________
(signature)

NAME: ______________________________

TITLE: ______________________________

DATE: ______________________________

GRANT AGREEMENT TERMS AND CONDITIONS

ARTICLE 1. AMOUNT OF GRANT AND PURPOSE

The Department agrees to disburse to Grantee a total amount not to exceed $ 5,000,000 (the **"Grant Award"**) to be used by Grantee solely for the purpose of paying for Eligible Expenses as defined in Article 5. The Department's payment obligations to Grantee under this Grant Agreement shall not exceed, in the aggregate, the Grant Award. The Grant Award shall be disbursed to Grantee in periodic payments as set forth in Attachment C. The Department reserves the right to reduce the award amount to account for proposed expenditures that do not meet the requirements of ARPA, 2 C.F.R. Part 200 (Uniform Guidance) requirements or the intent of the Program.

ARTICLE 2. GRANT AGREEMENT DOCUMENTS

This Grant Agreement, including the documents annexed hereto as Attachments A-I, constitute the complete agreement of the parties. The Attachments are as follows:

Attachment A – Scope of Work
Attachment B – Budget
Attachment C – Semi-Annual Report and Payment Request
Attachment D – Source of Funds
Attachment E – Method of Payment
Attachment F – Federal Compliance Requirements for Use of State and Local Fiscal Recovery Funds
Attachment G – Completed Grant Application
Attachment H – Grant Announcement
Attachment I – Additional Conditions

ARTICLE 3. PERIOD OF PERFORMANCE

The Performance Period is March 3, 2021 through December 31, 2024, as defined on the first page of this Grant Agreement. Grant Award funds may only be used to pay for Eligible Expenses incurred during the Performance Period.

ARTICLE 4. AGREEMENT ADMINISTRATION

The Department employee who shall serve as the Department's primary point of contact for purposes of administration of this Grant Agreement shall be Jana Steinmetz, Administrator, Division of Enterprise Operations, or such other person as the Department shall identify to Grantee in writing.

Grantee's employee who shall serve as Grantee's primary point of contact for purposes of administration of this Grant Agreement is listed below and shall represent Grantee's interest regarding Grant Agreement performance, financial records, and related considerations. The Department shall be immediately notified in writing of any change of this designee.

Each person signing this Grant Agreement on behalf of Grantee certifies and attests that Grantee's respective Articles of Organization, Articles of Incorporation, By-Laws, Member's Agreement, Charter, Partnership Agreement, Corporate or other Resolutions, and/or other related governing documents, statutes, or ordinances give such person full and complete authority to bind Grantee, on whose behalf they are executing this document.

All correspondence, notices or requests under this Grant Agreement shall be in writing, in electronic form, to the addresses listed below:

To the Department: Jana Steinmetz
Administrator, Division of Enterprise Operations
Department of Administration
E-mail: NeighborhoodInvestmentFundProgram@wisconsin.gov

To Grantee: Name:
Title:
Email:
Phone:

ARTICLE 5. SCOPE OF WORK & ELIGIBLE EXPENSES

Grantee shall prepare and submit a Scope of Work for Grantee's project in the form of Attachment A and a Budget in the form of Attachment B. The Scope of Work shall set forth the major activities the Grantee will perform and the deliverables Grantee will provide for the project. The Budget shall set forth the amounts of the Grant Award that Grantee reasonably anticipates spending on various goods and services necessary to accomplish the tasks set forth in the Scope of Work. All amounts must be for Eligible Expenses as defined below.

"Eligible Expenses" are those reasonable expenses that are: i) directly attributable and allocable to tasks necessary to perform the activities and provide the deliverables set forth in the Scope of Work; ii) permitted by 2 C.F.R. Part 200 (Uniform Guidance); and iii) consistent with the intent and scope of the Program.

All modifications to the Scope of Work or Budget must be submitted to the Department for approval, and may require a signed written amendment agreed to by both parties if required by Department policy. Reasonable modifications to the Scope of Work or Budget may be approved by the Department if the modified expenses comply with ARPA, 2 C.F.R. Part 200 (Uniform Guidance), and the requirements of this Article, and are consistent with the intent and scope of the Program. The Department reserves the right to disapprove any requested modifications to Grantee's Budget or Scope of Work. Modifications shall not result in the budget exceeding the Grant Award.

All expenses must meet the requirements of ARPA and all rules and guidance issued by the U.S. Department of Treasury or other federal agencies governing the use of ARPA funds, including 2 C.F.R. Part 200 (Uniform Guidance), and be consistent with the intent and scope of the Program. The Department reserves the right to seek reimbursement of any Grant Award funds expended on ineligible expenses. Ineligible expenses include, but are not limited to: costs incurred in submitting an application; taxes (except sales taxes on Eligible Expenses); work stipends or wage subsidies (except approved personnel expenses); funding advocacy or lobbying efforts; administrative, personnel and programmatic funding for existing operations; and other uses ineligible under ARPA or 2 C.F.R. Part 200 (Uniform Guidance).

Grantee shall hold the State harmless for any audit disallowance related to the eligibility of expenses paid for with Grant Award funds, irrespective of whether the audit is ordered by federal or state agencies or by the courts, and Grantee will be solely responsible for repaying any ineligible amounts (plus any assessed interest, costs, or fees) to the State or the federal government.

Grantee will return to the Department or its designee any funds used by Grantee to pay for ineligible expenses or amounts in excess of the Grant Award. If Grantee fails to return excess funds, the State may deduct the appropriate amount from subsequent payments due to Grantee from the State. The State also reserves the right to recover such funds by any other legal means including litigation if necessary.

ARTICLE 6. PAYMENTS OF GRANT AWARD FUNDS

Grant award funds shall be paid to Grantee according to the schedule set forth on Attachment C. Prior to receiving each advance of funds, Grantee shall provide to the Department a payment request and reporting form in accordance with Attachment C. The Department reserves the right to cease or revise payments of Grant Award funds or impose additional conditions, pursuant to Article 25 and Attachment I, in the event Grantee fails to report adequate progress toward achieving the activities outlined in Attachment A.

ARTICLE 7. METHOD OF PAYMENT

The method of payment is set forth in Attachment E.

Grantee shall establish and maintain in a state or federally insured financial institution an account for the purpose of receiving and disbursing all funds pertaining to this Grant Agreement.

ARTICLE 8. REPORTING REQUIREMENTS

Grantee understands that the Department is required to submit quarterly and annual reports to the U. S. Department of the Treasury pursuant to the American Rescue Plan Act of 2021. In addition, the Department has public transparency obligations and subrecipient monitoring responsibilities under 2 C.F.R. Part 200 (Uniform Guidance).

At the Department's request, Grantee shall provide the Department with all information necessary to comply with all requirements of the Treasury Department and other federal agencies regarding reporting of the uses of Grant Award funds, in a format designated by the Department. Such requests may include, but are not limited to, information from Grantee necessary for the Department to provide relevant and current Title VI information pursuant to 28 C.R.F. 42.406 (federal non-discrimination compliance reviews). Grantee will also provide the Department with all information necessary to accomplish any public transparency reporting or Grantee monitoring that the Department deems necessary.

Grantee's reporting obligations are further set forth in Attachment C, unless more frequent or enhanced reporting is required pursuant to Article 25 and Attachment I.

ARTICLE 9. GRANTEE REPRESENTATIONS AND WARRANTIES

In addition to the other provisions of this Grant Agreement, the Grantee hereby warrants and represents:

a) Grantee's statements and representations in its grant application (Attachment G) are true and correct and Grantee has read and understands the requirements set forth in this Grant Agreement and the grant announcement.

b) All information disclosed by Grantee to the Department in the course of its evaluation of Grantee's eligibility for funds is complete and accurate and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, taken as a whole and in light of the circumstances under which they were made, not misleading.

c) Grantee is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it, the violation of which would have a material adverse effect on Grantee's ability to perform its obligations under this Grant Agreement or to otherwise engage in its business.

d) Grantee has all necessary permits, licenses, certificates or other approval, governmental or otherwise, necessary to operate its business and own and operate its assets, all of which are in full force and effect and not subject to proceedings to revoke, suspend, forfeit or modify.

e) Grantee and each of Grantee's officers, directors, and each of its employees who will perform work funded with the Grant Award, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

f) Grantee and each of Grantee's officers, directors, and each of its employees who will perform work funded with the Grant Award, are not listed on the Wisconsin Department of Transportation Listing of Debarred, Suspended and Ineligible Contractors.

g) Grantee is not listed on the Wisconsin Department of Revenue Delinquent Taxpayer List.

h) Grantee is not listed on the Department's Ineligible Vendors Directory.

i) Grantee and each of Grantee's officers and directors, and each of its employees who will perform work funded with the Grant Award, during the four years preceding Grantee's execution of this Grant Agreement have not been convicted of or had a civil judgment rendered against them for: i) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local government) transaction; ii) violation of federal or state antitrust statutes; iii) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; iv) making a false statement; or v) receiving stolen property.

j) Grantee and each of Grantee's officers and directors, and each of its employees who will perform work funded with the Grant Award, are not presently indicted, criminally charged, civilly charged, or under investigation for, any of the offenses identified in paragraph (i) above.

k) Grantee has not had a public transaction terminated for cause or default during the four years preceding Grantee's execution of this Grant Agreement.

The above warranties and representations are true and accurate as of the date this Grant Agreement is executed by the parties and shall survive the termination thereof.

In the event the Department discovers that any of the above is false or misleading in any material respect Grantee shall return to the Department the entire amount of the Grant Award as set forth in Article 21. If Grantee becomes non-compliant with any of the above from activity occurring during the Performance Period, Grantee shall immediately notify the Department and the Department may exercise all remedies available to it, including but not limited to termination of this Grant Agreement and recoupment of the Grant Award. The Department's rights to recoupment as set forth herein shall survive the termination of this Grant Agreement.

ARTICLE 10. STANDARDS OF PERFORMANCE

Grantee shall perform activities as set forth in the grant application and described herein in accordance with those standards established by statute, administrative rule, the Department, and any applicable professional standards.

ARTICLE 11. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Wisconsin, the laws of the United States, and all rules, regulations, and guidance promulgated to implement ARPA. Grantee agrees to comply with the U.S. Constitution, applicable Federal statutes, regulations, and the terms and conditions of this Grant Agreement and the federal award (as outlined in Attachment F).

Grantee must immediately disclose in writing to the Department all violations of Federal and state criminal law potentially affecting the Grant Award or the State's Federal award, including but not limited to all offenses identified in section 9(i) of this Grant Agreement.

Specifically, as further specified in Attachment F, Grantee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R Part 22, and herein incorporated by reference and made a part of this Agreement.

ARTICLE 12. NONDISCRIMINATION AND AFFIRMATIVE ACTION REQUIREMENTS

In connection with the performance of work under this Grant Agreement, Grantee agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation or national origin except as otherwise permitted by law. This is with respect to, but is not limited to, the following: 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, Grantee further agrees to take affirmative action to ensure equal employment opportunities. Grantee agrees to post in conspicuous places, available for employees and applicants for employment, notices required by law.

Awards estimated to be over fifty thousand dollars ($50,000) require the submission of a written affirmative action plan by Grantee. Within fifteen (15) working days after this Grant Agreement is executed, Grantee shall submit the plan to the Department of Administration, Division of Enterprise Operations, P.O. Box 7867, Madison, WI 53707-7867 unless compliance eligibility is current. No extensions of this deadline shall be granted. Grantee is encouraged to contact this office at (608) 266-2605 for technical assistance on Equal Opportunity requirements.

Pursuant to 2019 Wisconsin Executive Order 1, Grantee agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

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

ARTICLE 13. COMPLIANCE BY THIRD-PARTY RECIPIENTS OF FUNDS

With respect to funds received by Grantee under this Agreement, for each payment or distribution of funds made by Grantee to third-parties, including subrecipients, contractors, and beneficiaries, Grantee shall be responsible for ensuring third-party compliance with all laws, rules, and regulations applicable to the receipt of such funds, including but not limited to applicable requirements of 2 C.F.R. Part 200 (Uniform Guidance), and the affirmative action requirements set forth in Article 12.

ARTICLE 14. INTERNAL CONTROLS

Grantee shall establish and maintain effective internal controls over the Grant Award funds that provide reasonable assurance that Grantee is managing the Grant Award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

ARTICLE 15. SEGREGATION OF FUNDS AND ACCOUNTING RECORDS

Grantee shall maintain all Grant Award funds in a separate bank account used exclusively for the Grant Award funds or specifically identify the Grant Award funds in a separate internal account used to track all deposits, obligations, and expenditures of Grant Award funds. Grant Award funds shall be used only for purposes of Eligible Expenditures pursuant to this Grant Agreement. Grant Award funds shall not be intermingled with funds received from any other source, including but not limited to other grant awards received from the State pursuant to ARPA or the Coronavirus Relief Fund. Additional requirements of Grantee's financial management system are set forth in Article 16 below.

ARTICLE 16. FINANCIAL MANAGEMENT SYSTEM

Grantee shall maintain a financial management system that complies with the requirements of 2 C.F.R. § 200.302, all other rules, regulations and requirements of the funding source described in Attachment D and with standards established by the Department to assure funds are spent in accordance with law. The financial management system shall permit the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to all applicable federal statutes and regulations and the terms and conditions of this Agreement.

Grantee shall assure that accounting records for funds received under this Grant Agreement are sufficiently segregated from other agreements, programs, and/or projects.

Grantee shall maintain a uniform double entry, full accounting system and a financial management information system in accordance with Generally Accepted Accounting Principles. Grantee's chart of accounts and accounting system shall permit timely preparation of reports of Program expenditures by provider type as required by the Department.

Grantee's financial management system shall further provide for the following:

a) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the Assistance Listings title and number, Federal award identification number and year, name of the Federal agency, and name of the pass-through entity, if any.

b) Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements set forth in 2 C.F.R. §§ 200.328 and 200.329.

c) Records that identify adequately the source and application of funds for federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, financial obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

d) Effective control over, and accountability for, all funds, property, and other assets. Grantee must adequately safeguard all assets and assure that they are used solely for authorized purposes.

e) Comparison of expenditures with budget amounts for each Federal award.

f) Written procedures to implement the internal control requirements of 2 CFR § 200.303.

g) Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200, subpart E, the terms and conditions of the Federal award and this Agreement.

ARTICLE 17. PROCUREMENT STANDARDS

Grantee shall maintain documented procurement procedures that conform to the procurement standards identified in 2 C.F.R. §§ 200.317 through 200.327. Grantee must maintain written standards of conduct governing procurement and the selection, award and administration of contracts that prohibit real or apparent conflicts of interest. No employee, officer, or agent of Grantee who has a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by Grant Award funds.

All costs incurred by Grantee and paid for with Grant Award funds must be reasonable. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost.

ARTICLE 18. RECORDKEEPING AND PUBLIC RECORDS LAW

During and for a period of five (5) years from the end of the Performance Period, Grantee shall maintain copies of all documents, including electronic documents and files, relating to Grantee's participation in the Program, including but not limited to all documents relating to goods and services purchased using Grant Award funds.

The Department and any of its authorized representatives shall have access to and the right at any time to examine, audit, excerpt, transcribe and copy on Grantee's premises any directly pertinent records and computer files of Grantee involving transactions relating to this Agreement. Similarly, the State 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, Grantee shall provide copies of these materials in the automated format or such computer file as may be requested by the State.

This provision shall also apply in the event of cancellation or termination of this Agreement. Grantee shall notify the State 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 Grantee of books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to Grantee and shall be reimbursed by the State.

Pursuant to Wis. Stat. § 19.36(3), all records of Grantee that are produced or collected under this Grant Agreement are subject to public disclosure pursuant to a public records law request.

ARTICLE 19. AUDIT

Grantee shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards.

Grantees, or their assignees, that expend more than $750,000 of federal award funds in Grantee's fiscal year shall have a certified annual audit performed, pursuant to 2 C.F.R. § 200.501, utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards, consistent with 2 C.F.R. Part 200 (Uniform Guidance) audit provisions, other than such provisions as the Treasury Department may determine areinapplicable to this Grant Award and subject to such exceptions that may be otherwise provided by Treasury Department. Audit reports are due to the Federal Audit Clearinghouse within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. Please review DOA's Single Audit Compliance Supplement for details on submission of the reporting package. https://doa.wi.gov/Pages/StateFinances/State-Single-Audit-Guidelines.aspx.

ARTICLE 20. NO DUPLICATION OF FUNDS

No duplication of payment or reimbursement from another funding source is permitted. If Grantee receives funding from another source that is used to pay for or reimburse any expenditure that was reimbursed with funds received pursuant to this Grant Agreement, Grantee will notify the Department, withdraw the claimed expenditure to the extent covered by another source, and (a) utilize the funds received under this Grant Agreement for other Eligible Expenses sufficient to cover the payment received for the withdrawn expenditure during the Performance Period, or (b) repay the amount to the Department.

ARTICLE 21. REIMBURSEMENT OF FUNDS TO DEPARTMENT

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

ARTICLE 22. INDEMNIFICATION

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

Grantee shall indemnify and hold harmless the State 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 Grantee, or of any of its agents or subrecipients, in performing work under this Grant Agreement.

Grantee shall indemnify and hold harmless the State 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 Grantee and third-parties to perform services or otherwise supply products or services.

Grantee shall also hold the State harmless for any audit disallowance related to the allocation of administrative costs under this Grant Agreement, irrespective of whether the audit is ordered by federal or state agencies or by the courts.

ARTICLE 23. SUBLET OR ASSIGNMENT OF AGREEMENT

Except for work expressly attributed to sub-recipients and partners in Grantee's grant application, Grantee, its agents, sub-recipients, and subcontractors shall not sublet or assign all or any part of the work under this Grant Agreement without prior written approval of the Department. The Department reserves the right to reject any subcontractor or subgrantee after notification. Grantee shall be responsible for all matters involving any subcontractor or subgrantee engaged under this Grant Agreement, including grant compliance, performance, and dispute resolution between itself and a subcontractor or subgrantee. The State and Department bear no responsibility for subcontractor or subgrantee compliance, performance, or dispute resolution hereunder.

ARTICLE 24. DISCLOSURE: STATE PUBLIC OFFICIALS AND EMPLOYEES

If a State public official as defined by s. 19.42, Wis. Stats., or an organization in which a State public official holds at least a 10% interest is a party to this Grant Agreement, this Grant Agreement is voidable by the State unless timely, appropriate disclosure is made to the State of Wisconsin Ethics Commission, P.O. Box 7125, Madison, WI 53707-7125.

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

Grantee, its agents and employees shall observe all applicable provisions of the Ethics Code for Public Officials under Wis. Stat. Secs. 19.41 et seq. and 19.59 et seq.

ARTICLE 25. ADDITIONAL CONDITIONS

The Department may impose additional conditions as needed, pursuant to 2 C.F.R. § 200.208(b), by providing written notice to Grantee, as set forth in Attachment I. The Department may remove (or reduce) an additional condition by providing written notice to the Grantee. Grantee failure to comply with an additional condition may result in the Department pursuing remedies consistent with 2 C.F.R. § 200.339, including a decision to suspend or cease payment of Grant Award funds.

ARTICLE 26. SUSPENSION OF PAYMENTS FOR FAILURE TO PERFORM

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

Grantee'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 Department and may be a factor in a decision to withhold payment and may be cause for termination of this Grant Agreement.

ARTICLE 27. TERMINATION OF AGREEMENT

The Department reserves the right to terminate this Grant Agreement in whole or in part, with or without cause, without penalty to the Department, effective upon mailing of notice of termination to Grantee. For the avoidance of doubt, termination by the Department is permitted for, among other things: failure of Grantee to make sufficient progress, failure of Grantee to comply with any of the terms of this Grant Agreement, and lack of appropriation.

Upon receipt of termination notice, Grantee shall make available to the Department program records, equipment, and any other programmatic materials. In the event the Grant Agreement is terminated by either party, for any reason whatsoever, Grantee shall refund upon written demand to Grantee any payment made by the Department to Grantee that exceeds actual approved costs incurred in carrying out the Program as of the date of termination.

ARTICLE 28. AMENDMENT

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

ARTICLE 29. SEVERABILITY

If any provision of this Grant Agreement shall be adjudged to be unlawful, 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 Grant Agreement.

ARTICLE 30. SURVIVAL OF REQUIREMENTS

Unless otherwise authorized in writing by the Department, the terms and conditions of this Grant Agreement shall survive the Performance Period and shall continue in full force and effect until Grantee has completed and is in compliance with all the requirements of this Grant Agreement.

ARTICLE 31. 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 32. CHOICE OF LAW AND VENUE

In the event of a dispute, this Agreement shall be interpreted in accordance with the laws of the State of Wisconsin. The venue for any dispute shall be Dane County, Wisconsin.

[Attachments on following pages]

ATTACHMENT A
CITY OF GREENBAY
SCOPE OF WORK

In the event of a conflict between the Attachments and the application and/or other supporting documents previously submitted to the State by the Grantee, the Attachments shall control.

1. Scope of Work:

In the space provided below, please provide a detailed description of your project, including the project's location, approximate dimensions (e.g., approximate square footage), its major features, any utility or infrastructure work necessary, as well as a description of the community (geographic, demographic) the project will serve. If you have a site plan/s for any construction that will occur, please attach it as Attachment A below.

2. Timetable

Please insert below a description of the major tasks to be completed for your project (e.g., breaking ground on construction, completion of a building or remodel, commencement of new services) and the estimated dates on which they will occur.

Estimated Due Date	**Activity**
	Estimated Project Completion Date

Attachment A: Site Plan

Attach your Site Plan here.

Save and name the file with the following file name:

organization_legal_name_Attachment_A_Site_Plan

ATTACHMENT B
CITY OF GREENBAY
BUDGET
NEIGHBORHOOD INVESTMENT PROGRAM

In the event of a conflict between the Attachments and the application and/or other supporting documents previously submitted to the State by the Grantee, the Attachments shall control.

	Cost Category	Grant Funds	Cost Share (e.g. Match)	Total
A	Advertising			
B	Construction - New			
C	Construction - Remodel/Renovation			
D	Construction - Utility			
E	Construction - Remediation			
F	Construction - Contingency			
G	Depreciation			
H	Equipment			
I	Insurance			
J	Participant Support Costs			
K	Personnel - Salaries			
L	Personnel - Fringe Benefits			
M	Professional Services			
N	Real Property Acquisition			
O	Rental of Real Property & Equipment			
P	Supplies			
Q	Travel			
R	Vehicle Acquisition			
S	Other			
T	Other			
U	Other			
V	Other			
W	Other			
X	Other			
Y	Other			
Z	Other			
AA	Subawards (e.g. subrecipients) – Total Direct			
BB	Subawards (e.g. subrecipients) – Total Indirect			
CC	Program Income			
DD	Indirect Costs			
EE	Total Direct *(Sum rows A through AA)*			
FF	Total Indirect *(Sum rows BB and DD)*			
GG	Project Total (gross) *(Sum rows EE and FF)*			
HH	Project Total (net) *(Subtract row CC from Row GG).*	$	$	$

BUDGET COST CATEGORIES
NEIGHBORHOOD INVESTMENT PROGRAM

In accordance with Federal regulation 2 CFR 200 Subpart E Cost Principles, all costs must be allowable, reasonable, allocable, and eligible. Certain costs may require pre-approval and additional details if not already itemized and approved in the Grantee's application budget.

The following table provides summary information intended to assist in the assignment of costs to the correct budget cost category. The description is not intended to provide comprehensive information related to allowable costs or other requirements a cost may be subject to. Grantees are encouraged to review the applicable sections of the Grant Agreement for further references to cost requirements.

	Cost Category	Description
A	Advertising	Costs of advertising media and corollary administrative costs. In general, only advertising costs related solely to program outreach are allowable.
B	Construction - New	Erection of new structures or other improvements necessary for and as part of the approved project. Examples of eligible costs include materials and labor used for construction of the physical structure, as well as related engineering, architecture, site preparation, and demolition costs.
C	Construction - Remodel/Renovation	Minor and major alterations or additions to existing structures or other improvements as part of the project. Examples of eligible costs include materials and labor used to create the remodeled/renovated structure, as well as engineering, architecture, site preparation and demolition costs.
D	Construction – Utility Service	Costs associated with new utility service or utility service upgrades to support approved project construction costs. Only includes the costs associated with providing utility service to the project building or grounds (e.g., connecting to water and sewer, upgrading electrical service capacity). Allowable only with written pre-approval from the Department.
E	Construction - Remediation	Certain construction, site or structure costs associated with site decontamination, removal of hazardous substances, or environmental remediation that are allowable and necessary to complete an approved project. Allowable only with written pre-approval from the Department.
F	Construction - Contingency	Estimate of future costs associated with possible events or conditions arising from causes the precise outcome of which is indeterminable at the time of estimate, and that experience shows will likely result, in aggregate, in additional costs for the approved activity or project. Amounts for major project scope changes, unforeseen risks, or extraordinary events may not be included. Calculation of contingency amounts must be reasonable and documented.
G	Depreciation	The method for allocating the cost of fixed assets to periods benefitting from asset use. If depreciation is being claimed as a project cost, the depreciation allocation methodology must comply with the Federal requirements set forth in 2 C.F.R. sec. 200.436.
H	Equipment	Tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by Grantee for financial statement purposes, or $5,000.
I	Insurance	Insurance costs incurred in connection with the approved project.

J	Participant Support Costs	Direct costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with conferences, or training projects.
K	Personnel - Salaries	Direct costs for the salaries, wages, and allowable incentive compensation for those individuals who are employees of the Grantee who will perform work directly for the project. Grantee must maintain records of the employee type, employee number, rate of pay and percent of time and/or actual time devoted to the project. Timesheets or other similar documentation must be maintained. Employee compensation must not be greater than that paid for similar work not funded by the grant. Additional requirements apply.
L	Personnel - Fringe Benefits	Fringe benefits are allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages. Fringe benefits include, but are not limited to, the costs of leave (vacation, family-related, sick or military), employee insurance, pensions, and unemployment benefit plans. Except as provided elsewhere in these principles, the costs of fringe benefits are allowable provided that the benefits are reasonable and are required by law, non-Federal entity-employee agreement, or an established policy of the non-Federal entity
M	Professional Services	Costs of professional and consultant services rendered by persons who are members of a particular profession or possess a special skill, and who are not officers or employees of the Grantee. Costs must be reasonable in relation to the services rendered and payment cannot be contingent on the receipt of grant award funds.
N	Real Property Acquisition	Costs associated with purchase of land, air rights, easements, water rights, rights-of-way, structures or improvements, or other interests in real property that directly supports the approved project, and vests with the Grantee indefinitely. Note that real property may not be sold, encumbered, or otherwise disposed of without the consent of DOA and/or the U.S. Department of the Treasury. See 2 C.F.R. sec. 200.311.
O	Rental of Real Property & Equipment	Costs associated with rental of property and equipment (including vehicles). Does not include rental costs that may be included in travel or as an indirect cost.
P	Supplies	All tangible personal property *other than* those included in the definition of "equipment" above. Generally, property with a per item acquisition cost of less than $5,000. Examples include personal computers, printers, other computer-related items, office furniture, and office supplies, below the dollar-threshold for "equipment".
Q	Travel	Expenses for transportation, lodging, subsistence, and related items incurred by the Grantee's employees who are in travel status on official business of the Grantee for purposes of the project. All costs must be reasonable and consistent with Grantee's written travel policy.
R	Vehicle Acquisition	Direct purchase and associated purchase costs for on-road vehicles. Note that vehicles costing $5,000 or more may not be sold, encumbered, or otherwise disposed of without the prior approval of DOA and/or the U.S. Department of the Treasury. See 2 C.F.R. sec. 200.313.
S	Other	Provide brief description of cost and amount. May require pre-approval. Must have been included in the Grantee's original application budget.

AA	Subawards (e.g. subrecipients) – Total Direct	Subawards are grant awards made by Grantee to third parties using Grant Award funds. Subawards do not include costs associated with ordinary purchases of goods or services (e.g., hiring a third party to provide professional services). Grantee must maintain oversight and monitoring of subawards in accordance with applicable Federal law.
BB	Subawards (e.g. subrecipients) – Total Indirect	Total indirect costs of subaward recipients. See definition of "Indirect Costs" below.
CC	Program Income	Gross income earned by the non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance.
DD	Indirect Costs	Costs incurred by the Grantee for a common or joint purpose that benefit more than one cost objective or project and are not readily assignable to specific cost objectives or projects as a direct cost. Typically, indirect costs are general costs of operation, such as the costs of operating and maintaining facilities, depreciation on buildings and equipment, and salaries and expenses of executive officers, personnel administration and accounting. If the Grantee has an existing Federal indirect cost rate, that rate should be used to calculate indirect costs for the project budget. If not, then the Grantee may either use an indirect cost rate of 10% of the total Grant Award or negotiate an agreed indirect cost rate with the Department. Grantee is not required to include an amount on the indirect costs budget line.

EE Total Direct	Total direct costs (include subrecipient and subaward direct costs)
FF Total Indirect	Total indirect costs (include subrecipient and subaward indirect costs)

GG Project Total (gross)	Total allowable project costs (Total Direct plus Total Indirect)
HH Project Total (net)	Net allowable project costs (Project Total costs less Program Income). Must match total award amount.

Cost Share (aka Match)	If the budget included with your grant application identified matching funds or in-kind contributions as part of your project, Federal regulations require that those committed funds or contributions be tracked and properly accounted. Funds or in-kind contributions that are not required for the project should not be included in this category, as anything proposed by Grantee and listed in the "Cost Share" column of your budget is considered voluntary committed cost share and becomes part of the federal award. See 2 C.F.R. § 200.1 (voluntarily committed cost sharing). Matching funds and in-kind contributions committed by Grantee for this project may not also be committed to another state or federal grant project. With certain exceptions, in-kind contributions of goods or services must be valued at their fair market value. Voluntary committed cost share is also subject to 2 C.F.R. 200.306.

ATTACHMENT C

SEMI-ANNUAL REPORT AND PAYMENT REQUEST FORM

NEIGHBORHOOD INVESTMENT GRANT PROGRAM

Grantee shall submit Semi-Annual Report and Payment Request Forms every 6 months (semi-annually) for the duration of the Period of Performance for all activities. The first semi-annual report and payment request form will be due for costs incurred and activity performed within the Initial Payment Request Period which begins with the start of the Period of Performance (March 3, 2021) through the date the grant agreement is executed (signed by the awardee organization and the State). Semi-annual reports and payment requests will be required thereafter per the table below. In no event shall grantee submit a request for payment to DOA later than 90 days after the end of the Program's Performance Period.

Report and payment due dates:

Advance Funds Request Period	Semi-Annual Report and Payment Request Form Due	Anticipated Disbursement
Initial Payment Request Period	Within 30 days after Grant Agreement Execution	30 days from submittal of Initial Payment Request
January 1 through June 30	30 days before start of period	January 1
July 1 through December 31	30 days before start of period	July 1

INSTRUCTIONS:

The Program shall make available the Semi-Annual Report and Payment Request Form on the Program website: https://doa.wi.gov/pages/NeighborhoodInvestment.aspx

ATTACHMENT D

SOURCE OF FUNDS

Federal Award Identification Number: SLFRP0135

Federal Award Date: May 18, 2021

CFDA #: 21.027 Coronavirus State and Local Fiscal Recovery Funds

Federal Awarding Agency: Department of the Treasury

Total Amount of the Federal Award: $2,533,160,626.50

Amount of Federal Funds Obligated by this Award: $ 5,000,000

Total Amount of Federal Funds Obligated:

Research & Development: No

Indirect Cost Rate:

ATTACHMENT E

METHOD OF PAYMENT

The Department shall make payment via the method of the Department's discretion. The method of payment will either be via Automated Clearing House (ACH) or mailed check.

If payment is made via check to Grantee, it will be mailed to the following remit-to address:

Address Line 1:

Address Line 2:

City:

State:

Zip code:

Payment shall only be made after the Grant Agreement has been fully executed by Grantee and the Department, any necessary forms are completed by the Grantee and received by the Department, and responses are provided by the Grantee for any questions from the Department within timeframes designated by the Department.

Payments to Grantee that exceed allowable expenses pursuant to the terms of this Grant Agreement, if outstanding at the expiration of this Grant Agreement, shall be repaid to the Department within sixty (60) days of the expiration date of the Performance Period. The Division, in accordance with State procedures, shall reconcile payments and report expenses.

Payments shall be used only for Eligible Expenses during the Performance Period.

ATTACHMENT F

FEDERAL COMPLIANCE REQUIREMENTS FOR USE OF STATE AND LOCAL FISCAL RECOVERY FUNDS

(Requires Grantee's Signature)

Grantee agrees to comply with the requirements of section 602 of ARPA, regulations adopted by Treasury Department pursuant to section 602(f) of ARPA, and guidance issued by Treasury Department regarding the foregoing. Grantee also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any agreements it enters into with such parties relating to this award.

A. Federal regulations applicable to this award include, without limitation, the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury Department may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

3. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury Department's implementing regulation at 31 C.F.R. Part 19.

5. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

6. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

7. New Restrictions on Lobbying, 31 C.F.R. Part 21.

8. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

9. Generally applicable federal environmental laws and regulations, unless otherwise specified in ARPA or Treasury Department guidance.

10. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

b. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

B. Protections for Whistleblowers.

1. In accordance with 41 U.S.C. § 4712, Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

2. The list of persons and entities referenced in the paragraph above includes the following:
   a. A member of Congress or a representative of a committee of Congress;
   b. An Inspector General;
   c. The Government Accountability Office;
   d. A Treasury employee responsible for contract or grant oversight or management;
   e. An authorized official of the Department of Justice or other law enforcement agency;
   f. A court or grand jury; or
   g. A management official or other employee of Grantee who has the responsibility to investigate, discover, or address misconduct.

3. Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

C. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

D. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

E. Hatch Act. Grantee agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

F. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number SLFRP0135 awarded to [name of Grantee] via the Wisconsin Department of Administration by the U.S. Department of the Treasury.”

G. Assurances of Compliance with Civil Rights Requirements. As a condition of receipt of federal financial assistance under this Agreement, Grantee provides the following assurances with respect to activities financed in whole or in part by this federal assistance:

1. Grantee will ensure its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. Grantee acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Grantee understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Grantee shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Grantee understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Grantee’s programs, services, and activities.

3. Grantee agrees to consider the need for language services for LEP persons when Grantee develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

4. Grantee acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Grantee and its successors, transferees, and assignees for the period in which such assistance is provided. Grantee understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Grantee, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which

the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Grantee for the period during which it retains ownership or possession of the property.

5. Grantee acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between Grantee and its sub-grantees, contractors, subcontractors, successors, transferees, and assignees"

   > *The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

6. Grantee understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Grantee, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Grantee for the period during which it retains ownership or possession of the property.

7. Grantee shall cooperate in any enforcement or compliance review activities by the Department or the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. Grantee shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Grantee shall maintain a complaint log and inform the Department and the Department of Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Grantee also must inform the Department and the Department of the Treasury if Grantee has received no complaints under Title VI.

9. Grantee must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between Grantee and the administrative agency that made the finding. If Grantee settles a case or matter alleging such discrimination, Grantee must provide documentation of the settlement. If Grantee has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If Grantee makes sub-awards to other agencies or other entities, Grantee is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. If Grantee is a State agency that makes subsequent sub-awards Grantee must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of such sub-recipients.

H. If the amount of the award under this Agreement is greater than $100,000.00 the undersigned official(s) certifies that to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned or Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[signature required on next page]

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood Grantee's obligations as herein described, that any information submitted in conjunction with the assurances above is accurate and complete, and that Grantee is in compliance with the aforementioned nondiscrimination requirements.

CITY OF GREENBAY
____
Grantee

By:______________________________

Name:____________________________

Date:_____________________________

ATTACHMENT G

COMPLETED GRANT APPLICATION

[Grantee's completed grant application and associated attachments are incorporated by reference.]

ATTACHMENT H

GRANT ANNOUNCEMENT –NEIGHBORHOOD INVESTMENT GRANT PROGRAM

[Available at https://doa.wi.gov/DEO/Neighborhood%20Investment%20Fund%20Grant%20Announcement%20updated%2011112021.pdf]

ATTACHMENT I

ADDITIONAL CONDITIONS

The Department may require one or more of the below additional conditions as needed, pursuant to 2 C.F.R. § 200.208(b), by providing written notice to the Grantee. Compliance with such additional conditions shall be a requirement of this Grant Agreement. Additional conditions may include, but are not limited to the following:

(1) Requiring Grantee to obtain technical or management assistance or training;

(2) Requiring additional project monitoring, including on-site reviews of program operations;

(3) Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given performance period;

(4) Requiring additional, more detailed financial reports (including third party verified) or other documentation;

(5) Requiring payments as reimbursements; or

(6) Establishing additional prior approvals.

The Department may remove (or reduce) an additional condition by providing written notice to the Grantee. Grantee failure to comply with an additional condition may result in the Department pursuing remedies consistent with 2 C.F.R. § 200.339, including a decision to suspend or cease payment of Grant Award funds.

DocuSign

Certificate Of Completion

Envelope Id: DCE25F08B6854110A92AF9F16DABB94B		Status: Sent
Subject: Please DocuSign: Neighborhood Investment Fund Grant Agreement		
Source Envelope:		
Document Pages: 30	Signatures: 0	Envelope Originator:
Certificate Pages: 4	Initials: 0	Neighborhood Investment Fund Program
AutoNav: Enabled		101 E. Wilson St.
EnvelopeId Stamping: Enabled		Madison, WI 53703
Time Zone: (UTC-06:00) Central Time (US & Canada)		NeighborhoodInvestmentFundProgram@wisconsin.gov
		IP Address: 165.189.255.21

Record Tracking

Status: Original 9/20/2022 3:32:45 PM	Holder: Neighborhood Investment Fund Program NeighborhoodInvestmentFundProgram@wisconsin.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: DOA	Location: DocuSign

Signer Events	Signature	Timestamp
City of Green Bay diana.ellenbecker@greenbaywi.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 9/23/2022 2:30:45 PM ID: e941fcc1-c872-40b0-96f3-61a0f06d5d52		Sent: 9/20/2022 3:39:11 PM Viewed: 9/23/2022 2:30:45 PM
Jana Steinmetz Jana.Steinmetz@wisconsin.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/20/2022 3:39:12 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Wisconsin Department of Administration (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Wisconsin Department of Administration:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: Jessica.Potter@wisconsin.gov

To advise Wisconsin Department of Administration of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at Jessica.Potter@wisconsin.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Wisconsin Department of Administration

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to Jessica.Potter@wisconsin.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wisconsin Department of Administration

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to Jessica.Potter@wisconsin.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Wisconsin Department of Administration as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Wisconsin Department of Administration during the course of your relationship with Wisconsin Department of Administration.

Legend
Property
Railroad
Wetlands (DNR WWI)
Developable Area
Power Line Easement
JBS
Kroc Center
Walmart
15 acres
2.5 acres
LIME KILN RD
MANITOWOC RD
GUNS RD
GUNS ST
MAIN ST
W MAIN STREET FRONTAGE RD
E MAIN STREET FRONTAGE RD
AUTO PLAZA WY
AUTO PLAZA DR
CLAYTON PL
LAURA ST
VINE ST
RICHMOND ST
MERCIA LN
IMPERIAL LN
WINTER LN
RICKY DR
BADER ST
GROUSE CT
RUFFED CT
RUFFED GROUSE ST
HEATHER CT
VAN BEEK
BROSIG ST
HAMPTON AV
PECAN ST
SYCAMORE DR
ROYAL CREST CI
BUFFLEHEAD LN
LYNWOOD LN
Brown County

PROJECT BUDGET & MATCHING FUNDS

CONTRACT #: ____________
(Enter only after Award)

GRANTEE: ____________ DATE: ____________

ACTIVITY	GRANT FUNDS	MATCH FUNDS *(if applicable)*	TOTAL COSTS (by Activity)
Sub-Total(s):			

Continued on the next page.

CONTRACT #: ____________
(Enter only after Award)

GRANTEE: ____________ DATE: ____________

Summarize the Match Funding sources and amounts for this Neighborhood Investment project:

Source:	Amount: $	Status: ☐ Pending ☐ Applied	☐ Committed ☐ Secured/Awarded ☐ Other
Source:	Amount: $	Status: ☐ Pending ☐ Applied	☐ Committed ☐ Secured/Awarded ☐ Other
Source:	Amount: $	Status: ☐ Pending ☐ Applied	☐ Committed ☐ Secured/Awarded ☐ Other
Source:	Amount: $	Status: ☐ Pending ☐ Applied	☐ Committed ☐ Secured/Awarded ☐ Other
Source:	Amount: $	Status: ☐ Pending ☐ Applied	☐ Committed ☐ Secured/Awarded ☐ Other

For any source with a status of "Other" provide a brief explanation (no more than a one-sentence narrative per source).

Documentation to verify that <u>all</u> matching funds have been secured must be submitted in the Grant Application.

Return to:
Joseph R. DeMartin
JBS Green Bay, Inc.
1770 Promontory Circle
Greeley, CO 80634

This instrument Prepared by:
Joseph R. DeMartin
Attorney for JBS Green Bay, Inc.
1770 Promontory Circle
Greeley, CO 80634
(970)347-5516
Joseph.DeMartin@JBSSA.com

Property Appraisers Parcel Identification (Folio) Number(s):
Parcel 23-243-1
Parcel B-243-4

THIS QUIT-CLAIM DEED, Executed this 22nd day of April, 2021, by

JBS Green Bay, Inc., a Delaware corporation with its principle office being 1770 PROMONTORY CIRCLE, GREELEY, CO 80634, to

second party:
Redevelopment Authority of the City of Green Bay, a Wisconsin public body corporate and politic located at 100 N. Jefferson Street, Room 608, Green Bay, WI 54301.

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successor and assigns corporations, wherever the context so admits or requires.)

WITNESSETH, that the said first party, for and in consideration of the sum of **TEN Dollars ($10.00)**, in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit-claim unto the said second party forever, all the right, title, interest, claim, and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Brown, State of Wisconsin, to-wit:

From a point of beginning obtained as follows:

[See Exhibit A]

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

IN WITNESS WHEREOF, the said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Madison Boyd
Witness Signature

Madison Boyd
Printed Name

Nikki Richardson
Witness Signature

Nikki Richardson
Printed Name

Grantor Signature

Name: Shannon Grassl
Authorized Representative of
JBS Green Bay, Inc.

STATE OF Colorado
COUNTY OF Weld

I HEREBY CERTIFY, that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Shannon Grassl to me known to be the person(s) ____ described in and who executed the foregoing Quit-Claim Deed and that (he)(she)(they) acknowledged before me that (he)(she)(they) executed the same of (his)(her)(their) own will and deed.
I relied upon the following form(s) of identification of the above named person(s) personal knowledge.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of July, A.D. 2021.

Angela Johnson
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20014020357
MY COMMISSION EXPIRES 07/07/2025

[SEAL]

Angela Johnson
Notary Signature

Angela Johnson
Printed Notary Signature

EXHIBIT A

Parcel: 23-243-1
Lot 1 of Volume 53 of Certified Survey Maps, page 221, Document No. 2350722, Map No. 7758, said map being a part of the South ½ of Private Claim 9, East Side of the Fox River, and Part of Lots 1 and 2 of the Subdivision of Private Claims 10 and 11, East Side of the East River, City of Green Bay, Brown County, Wisconsin.

Parcel: B-243-4
Part of the North ½ of Lot 1, Subdivision of Private Claims 10 and 11, East side of the Fox River, in the Town of Bellevue, Brown County, Wisconsin, described as: Beginning at the intersection of the North right of way of the Fox River Valley Railroad and the West right of way of Guns Road; thence north 00 degrees 38 minutes 48 seconds East, 105.94 feet along the West right of way of Guns Road; thence 49.16 feet along said right of way being the arc of a 588.04 foot radius curve to the right whose long chord bears North 03 degrees 02 minutes 29 seconds East, 49.14 feet to the South line of the North ½ of Private Claim 10, East side of Fox River and POINT OF BEGINNING; thence North 63 degrees 38 minutes 31 seconds West, 637.30 feet along said South line; thence North 26 degrees 00 minutes 38 seconds East, 312.94 feet to the North line of said Private Claim 10; thence South 63 degrees 38 minutes 22 seconds East, 184.00 feet along said North line; thence South 26 degrees 21 minutes 38 seconds West 180.00 feet; thence South 63 degrees 38 minutes 22 seconds East, 421.51 feet to the West right of way of Guns Road; thence 137.42 feet along said right of way being the arc of a 588.04 foot radius curve to the left whose long chord bears South 12 degrees 07 minutes 52 seconds West, 137.11 feet to the point of beginning.
Except those portions conveyed to the Brown County Highway Department, recorded with Brown County Register of Deeds Office, as Document Nos. 2128301, 2128302, 2128303, 2202975.

DONATION AGREEMENT

1. **PARTIES.** This Donation Agreement (the "Agreement") is made and entered into this 20th day of April, 2021, by and between the Redevelopment Authority of the City of Green Bay, a Wisconsin public body corporate and politic located at 100 N. Jefferson St., Room 608, Green Bay, WI 54301 ("RDA") and JBS USA Food Company, a Delaware corporation located at 1770 Promontory Circle, Greeley, Colorado ("Donor") (each a "Party," collectively, the "Parties").

2. **RECITALS AND PURPOSE.**

   2.1. The Donor commits to provide the RDA with the funds set forth in **Exhibit A** for the sole purpose set forth in **Exhibit A**;

   2.2. The Donor also commits to provide a donation of certain real property as set forth in **Exhibit A-1**; and

   2.3. The RDA, in recognition of Donor's commitment, wishes to provide Donor with the benefits set forth in **Exhibit B**.

Accordingly, in consideration of the mutual promises set forth in this Agreement, the parties covenant and agree to the terms and conditions set forth in the following paragraphs.

3. **DONATION.** The Donor agrees to disburse to the RDA those funds indicated on the attached **Exhibit A** ("Donation Funds") as a lump sum payment. The Donation Funds shall be used for the sole purpose(s) set forth in **Exhibit A.** Donor further agrees to transfer to the RDA the real property identified in **Exhibit A-1** ("Non-Monetary Donation") (together with the Donation Funds hereinafter referred to as "Gift").

4. **RECOGNITION.** In recognition of the Donor's commitment set forth in Section 3 of this Agreement, RDA shall provide Donor with the benefits ("Benefits") set forth in **Exhibit B.**

5. **RECEIPT.** Within five (5) business days of receiving the Donation Funds, the RDA shall provide the Donor with a receipt. The receipt must be written on the official letterhead of the RDA and contain the following information: a) the name of the RDA as listed in Section 1 of this Agreement, b) the date the Donation Funds were given, c) the amount of the Donation Funds received, d) a description of the Non-Monetary Gift, and e) either a statement that no goods or services were provided by the RDA in exchange for the Donation Funds or the Gift, or description and good faith estimate (no estimate is need for naming rights) of the value of the Benefits.

6. **DONEE TAX STATUS.** The RDA is a Wisconsin public body corporate and politic. The Parties desire that the Gift made by this Agreement to be made in compliance with all of the applicable provisions of the Internal Revenue Code of 1986, as amended, and any other applicable laws governing charitable donations.

7. **LICENSE.** The Donor grants to the RDA a nonexclusive, non-transferable, non-sublicensable license to use those trade names, marks and logos owned by the Donor and specified in **Exhibit C** hereto ("Donor Trademarks"), which use shall be limited to that allowed solely in connection with this Agreement; provided, however, that the Donor in its sole discretion from time to time, may change the appearance and/or style of the Donor Trademarks or add or subtract from the list in **Exhibit C**. Unless required earlier by a court order or to avoid potential infringement liability, RDA shall have 30 days' notice to implement any such changes in the Donor Trademarks after receipt of

notice of the change in appearance and/or style of the Donor Trademarks. RDA hereby acknowledges and agrees that, (i) the Donor has represented to RDA that the Donor Trademarks are owned solely and exclusively by the Donor, (ii) except as set forth herein, the RDA has no rights, title or interest in or to the Donor Trademarks and (iii) all use of the Donor Trademarks by the RDA shall inure to the benefit of the Donor. RDA agrees not to apply for registration of the Donor Trademarks (or any mark confusingly similar thereto) anywhere in the world. Notwithstanding the foregoing, any use of the Donor Trademarks pursuant to this license shall require the prior consent of the Donor.

7.1. Ownership. RDA acknowledges and agrees that the presentation and image of the Donor Trademarks should be uniform and consistent with respect to all services, activities and products associated with the Donor Trademarks. Accordingly, RDA agrees to use the Donor Trademarks solely in the manner that the Donor shall specify from time to time in the Donor's sole discretion. All usage by RDA of the Donor Trademarks shall include the appropriate trademark symbol. No use of the Donor Trademarks shall be permitted without the prior consent of the Donor.

8. **TERMINATION.** Prior to disbursement or transfer of all or a portion of the Gift, Donor may immediately terminate this Agreement with no further liability to the RDA if the RDA at any time breaches its obligations under this Agreement, and the RDA does not cure such failure within thirty (30) days after receipt of written notice from the Donor.

9. **RELATIONSHIP.** Notwithstanding any provision to the contrary in this Donation Agreement, the Parties agree that their relationship with respect to the Gift contemplated herein is one of donor and donee only, and no provision of this Donation Agreement shall be construed to create any other type of status or relationship between the Parties with respect to such Gift. Neither Party nor its agents or employees are the representatives of the other Party for any purpose and neither Party has the power or authority as agent, employee or any other capacity to represent, act for, bind or otherwise create or assume any obligation on behalf of the other Party for any purpose whatsoever.

10. **LIMITATION OF LIABILITY.** Neither Party shall be liable to the other or any third party for any consequential, indirect, incidental, special, or punitive damages. The aggregate liability of each Party under this agreement shall be one-thousand dollars ($1,000), provided however, that the RDA shall not be liable for any claims of infringement for use of the Donor Trademarks.

11. **FORCE MAJEURE.** Neither Party shall be deemed to have defaulted or failed to perform under this Agreement if that Party's ability to perform or default shall have been caused by an event or events beyond the control and without the fault of that Party, including fire, flood, explosion, act of God or a public enemy, strike, labor dispute, civil riot, pandemic, or the ability of Donor to provide the Gift is impacted by any of the foregoing ("Force Majeure Event"). Upon the occurrence of the Force Majeure Event, the Party claiming the Force Majeure Event shall promptly notify the other Party in writing of such event. Notwithstanding the foregoing, in the event of a Force Majeure Event, each Party agrees to make a good faith effort to perform its obligations hereunder.

12. **ASSIGNMENT.** The provisions of this Agreement will be binding on the Parties' successors and assigns. Upon notice to the other party, either party may assign this Agreement in whole or in part to any affiliate or subsidiary, or any party acquiring substantially all of the stock or assets of that party. Any other assignment shall require the prior written consent of the other party. Such consent not to be unreasonably withheld.

13. **NOTICES.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified or registered mail, postage and fees prepaid, addressed to the party to whom such notice is intended to be given at the address set forth in Section 1 of this Agreement. Such notice shall be deemed to have been given when deposited in the U.S. Mail.

14. **EXHIBITS.** All exhibits referred to in this Agreement are, by reference, incorporated in this Agreement for all purposes.

15. **PARAGRAPH CAPTIONS.** The captions of the paragraphs are set forth only for convenience and reference, and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

16. **ADDITIONAL DOCUMENTS OR ACTION.** The parties agree to execute any additional documents and to take any additional action necessary to carry out this Agreement.

17. **INTEGRATION AND AMENDMENT.** This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

18. **WAIVER OF BREACH.** The waiver by any party to this Agreement of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

19. **GOVERNING LAW.** Except for disputes relating to the Non-Monetary Donation and the Benefits, the construction and interpretation of this Agreement and any disputes arising hereunder (whether for breach of contract, tortuous conduct or otherwise) shall be governed by and construed in accordance with the internal laws of the State of Colorado without giving reference to its conflict of laws principles. In the event any suit, action or proceeding is brought by either party with respect to this Agreement or the matters contemplated herein, such action, suit or proceeding shall be brought in the state courts located in Weld County, Colorado and both Parties hereby accept, consent and submit to the exclusive jurisdiction of such court for the purpose of any such action, suit or proceeding. Any disputes arising with respect to the Non-Monetary Donation and the Benefits shall be governed by the laws of the State of Wisconsin, and venue shall be proper in Brown County, Wisconsin.

20. **SEVERABILITY.** If any provision of this Agreement is declared to be invalid, void or unenforceable by a court of competent jurisdiction, such provision shall be deemed to be severable, and all other provisions of this Agreement shall remain fully enforceable, and this Agreement shall be interpreted in all respects as if such provision were omitted.

21. **AUTHORITY.** The Party represents that it has full power and authority to execute this Agreement and to carry out the transactions contemplated hereby, and that all corporate action on the part of such Party, its officers, directors, employees, and/or shareholders and all consents, approvals, orders, authorizations or filings with any federal or state governmental agency necessary for the authorization, execution, delivery and performance of this Agreement by each Party and the consummation of the transactions contemplated herein by each Party has been taken or obtained, and that this Agreement constitutes the legal, valid and binding obligation of such entity.

22. **ELECTRONIC SIGNATURE & COPIES.** electronic signatures shall constitute original signatures for all purposes of this Agreement. Any and all electronic copies of the Agreement shall be treated as an original version.

23. PUBLICITY. Except as required pursuant to public records laws, neither party shall publish any press release, make any other public announcement, communicate with any third party, or otherwise publish any statement(s) (each a "Disclosure") concerning this Agreement or the transactions contemplated hereby without the prior written consent of the other Party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year written above.

Donor:	RDA:
JBS USA Food Company	**Redevelopment Authority of the City of Green Bay**
By: ______________________	By: ______________________
Name: Christopher Gaddis	Name: Gary J. Delveaux
Title: Head of Human Resources	Title: Chairman

EXHIBIT A

Donation Fund Amount:

$500,000

Fund Disbursement Schedule:

Lump sum payment

Sole Purpose of the Funds:

Construct a community development

Non-monetary Gift (if applicable):

25.613-acre land donation valued at $332,969.

EXHIBIT A-1

Donor agrees to convey and RDA hereby agrees to receive real property located in Brown County, Wisconsin being more particularly described below, together with all of the improvements thereon and the appurtenances thereunto belonging (collectively hereinafter the "Property").

Parcel 23-243-1

22.980 AC M/L LOT 1 OF 53 CSM 221 BNG PRT OF S1/2 OF PC 9 ESFR & BNG PRT OF LOT 1 OF SUBD OF PC 10 & 11 ESFR

Parcel B-243-4

2.633 AC M/L THAT PART OF PC 10E LYG W OF GUNS ROAD & DES IN J 2524-41

RDA shall pay the sum of $0.00 for the transfer of the Property. Donor shall convey, and RDA shall accept conveyance of the Property by Quitclaim deed in a form satisfactory to Donor. The Donor and RDA acknowledge the fair market value of the Property at an amount equal to $331,500.00. RDA shall agree to pay for any filing fees, transfer taxes, and any additional closing costs related to the transfer of the Property.Donnee acknowledges and agrees that the donation of the above referenced Property is solely for the purpose of development by RDA, or RDA's authorized representatives, of the Property for the following purposes:

- A modern and artistically-unique park space with multi-generational play equipment
- A community garden and outdoor gathering space
- Housing for our Green Bay community using JBS' land donation

EXHIBIT B

Benefits:

1. RDA shall grant Donor life-long naming rights of the park space and playground, as mutually agreed to by both the Donor and RDA. If, at any time, Donor requests an update to the name(s) or logo(s) set forth in Exhibit C and subsequently used in or on the park space and playground, RDA shall work with Donor, at Donor's cost, to effectuate such change.

2. RDA shall grant Donor life-long naming rights of the community garden, as mutually agreed to by both the Donor and RDA. If, at any time, Donor requests an update to the name(s) or logo(s) set forth in Exhibit C and subsequently used in or on the community garden, RDA shall work with Donor, at Donor's cost, to effectuate such change.

3. RDA shall grant Donor naming rights, in perpetuity, of the (i) outdoor gathering space, (ii) multi-generational play equipment, and (iii) the community garden as mutually agreed to by both the Donor and RDA. If, at any time, Donor requests an update to the name(s) or logo(s) set forth in Exhibit C and subsequently used in or on the outdoor gathering space, RDA shall work with Donor, at Donor's cost, to effectuate such change.

4. RDA shall install prominent signage in recognition of the Donor's contribution throughout the park space and playground, community garden and outdoor gathering space, as mutually agreed to by both the Donor and RDA.

EXHIBIT C

Donor Trademarks:

JBS USA Food Company

JBS

Report to the
Finance Committee
of the City of Green Bay

MEETING DATE	PREPARED BY
December 13, 2022	

AGENDA ITEM # E.3

Consideration with possible action on a request by Department of Public Works for a sole-source purchase of an Aries TR3320 Pathfinder Tractor (with case) and an Aries PE3530 CCTV Camera (with case) from JWR, Inc., in the amount of $51,229.

BACKGROUND

The Department of Public Works uses tractor-mounted Closed Circuit Television (CCTV) cameras to inspect sewer main lines from the inside. DPW purchased a camera manufactured by Aries in 2019. The Aries cameras and tractors are proprietary. No other cameras are compatible with Aries tractors, nor other tractors with Aries cameras.

In May 2022, City staff requested a quotation for a new camera and tractor from Aries. Since receiving the quote, Aries has begun working with a preferred vendor in Wisconsin, JWR, Inc. The City has received an updated quote from JWR, Inc. for the Aries tractor and camera. Upon further discussion with Aries and JWR, Aries has committed to honoring the pricing provided to the City earlier in 2022 (attached).

JWR, Inc. is part of the Sourcewell cooperative buying group. Sourcewell obtains competitive quotes/bids on behalf of members to streamline the competitive bidding process on a large number of products. Staff obtained a Sourcewell quote for the same camera and tractor, with the current pricing being $55,430, or $4,201 more than the direct quote from Aries.

RECOMMENDATION

City staff recommends awarding the award to JWR, Inc. as the direct quote is a lower expenditure than the Sourcewell quote.

FISCAL IMPACT

ATTACHMENTS

1. PATHFINDER TRACTOR

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

TO : Purchasing Division/Administrative Services **DATE**: *12/01/22*

FROM: Department/Division *Public Works* **REQUISITION #**

List "No Substitute" Item(s) here:

Aries TR3320 Pathfinder Tractor with Case
Aries PE3530 Camera with Case

Select One:

- [x] 1) One Time Purchase Estimated Cost: $ *$51,229*
- [ ] 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.
- [x] 2. Single Source – Although comparable items are available, THIS is the only brand/model that will work.
- [ ] 3. Item(s) is (are) only acceptable replacement part(s) known for ____________________ (Identify)
- [ ] 4. Continuity of design is overriding consideration (ex: playground equipment or street furniture)
- [ ] 5. Safety:
- [ ] 6. Other:

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

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

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

The Department of Public Works purchased an Aries main line sewer inspection camera system in 2019 for inspection and televising of the City's sanitary and storm water sewer systems. To improve efficiencies and increase production, (1) tractor and (1)camera were approved for purchase. The Aries camera system and tractors are proprietary to Aries, no other cameras or tractors are compatible.

The City requested a quote directly from Aries in May of 2022. Since receiving the direct quote, Aries partnered with a selling dealer in WI, JWR Inc. JWR recently provided the City with a quote and due to raw material cost increases and supply-chain issues, the price increased. After a discussion with Aries, Aries agreed to sell the cameras and tractors at the price quoted in May of 2022 through their selling dealer JWR Inc.

CAMERA QUOTE ALSO OBTAINED FROM SOURCEWELL (COMPETATIVELY BID CO-OP). SOURCEWELL QUOTE CAME BACK AT $55,430.

Approvals:

Requestor: [signature] Date: 12/08/22

Department Head: [signature] Date:

Purchasing Manager: [signature] Date: 12/08/22

Quotation

Solutions & Technology for a Greener Tomorrow

P.O. Box 356 - Johnson Creek, WI 53038
Phone: 888-699-2848 - Fax: 920-699-2847

A Waste & Recycling Equipment Management Company

Quotation For:

City of Green Bay- Public Works

City of Green Bay- Public Works
1820 Mills St
Green Bay, WI 54302

Attention To: David Wiesman

Make: Aries Model: PE 3530 TR 3320

Payment Terms : See terms below

Date : 11/29/2022
Quotation # : 27304
Customer ID: 7,587
Store No. :
Quotation valid until: 12/9/2022
Prepared by : Todd Berg
Salesperson : Todd Berg
Serial No. :

Comments or Special Instructions

Quote is new Aries camera equipment to be supplied by JWR for the City of Green Bay Green Bay WI location
Camera equipment will be delivered to City of Green Bay by JWR when equipment is ready for delivery
No installation figured in quote (Equipment Only Quote)

If purchased from the Sourcewell site a new quote will have to be issued

Qty	PartNumber	Description	UnitPrice	Tax	LineTotal
1.00		Aries TR3320 Pathfinder Tractor with Case (No Accessories)	$26,241.50	Yes	$26,241.50
1.00		PE3530 Camera with Case (No Accessories)	$24,987.50	Yes	$24,987.50

NOTES :

Any questions contact Todd Berg at JWR 715-299-1056 for email tberg@jwrinc.com

SUBTOTAL	$51,229.00
SHIPPING	$0.00
OTHER	$0.00
TAX RATE	0.000
SALES TAX	$0.00
TOTAL	$51,229.00

THANK YOU FOR YOUR BUSINESS!

*All equipment sold or service provided is subject to appropriate sales tax. Tax will be assessed with invoice pending receipt of exemption form or resale certificate.

*Freight is offered as an estimate and is subject to change at the time of equipment delivery as is steel surcharge .

4_ to 6_ weeks upon receipt of signed quote/PO

Payment Terms: Due in full at time of delivery

Quotation approved by : ______________________________

Date : ______________________________

Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
December 13, 2022	

AGENDA ITEM # E.4

For consideration with possible action acceptance of the WECD Community Development Investment Grant for up to $250,000.

BACKGROUND

At the August 2, 2022, Common Council meeting, the Common Council approved a resolution authorizing the submittal of a Community Development Investment (CDI) Grant application from Wisconsin Economic Development Corporation (WEDC). On December 8th, WEDC notified the City that it will award a $250,000 grant. The City's grant application was prepared on behalf of BFAM, LLC, a private developer proposing to renovate 317 Dousman Street (Parcel 4-65). The renovation includes changes the building's façade, the creation of six new affordable housing units on the building's second floor, and improvements to two ground floor commercial spaces. The private project is estimated to cost $1,099,034. In addition to the $250,000 WEDC grant, the City is also contributing a $240,000 Tax Increment District Affordable Housing (TIDAH) Grant for the creation of the six affordable housing units.

The CDI program supports urban, small city and rural community redevelopment efforts by providing financial incentives for catalytic, shovel-ready projects with emphasis on, but not limited to, downtown community-driven efforts. Funded activities should lead to measurable benefits in job opportunities, property values and/or leveraged investment by local and private partners.

RECOMMENDATION

To accept the $250,000 Community Development Investment (CDI) grant award from Wisconsin Economic Development Corporation (WEDC) for the rehabilitation of 317 Dousman Street (Parcel 4-65).

FISCAL IMPACT

Approval of the request does not obligate the City to provide any additional funds. CDI Grant recipients are required to provide a minimum 3:1 matching investment in project costs. The developer intends to meet the match requirements through developer debt ($609,034) and previously awarded TIDAH funds ($240,000). The improvements are expected to significantly increase the assessed value of the property, generating additional tax base to the City.

ATTACHMENTS

1. Grant_Tracking_Form-WEDC CDI_20221212
2. 53386- FY23-Final Contract for Execution-CDI-City of Green Bay-20221208

GRANT TRACKING FORM

PART #1: Notification of Grant Funds

(emailto:PamelaMa@greenbaywi.gov)

APPLICANT DEPARTMENT: DCED **DATE:** 12/12/2022

APPLICANT DEPARTMENT GRANT CONTACT NAME/TITLE: Matt Buchanan/Economic Development Specialist

APPROPRIATE COMMITTEE: Finance and/or RDA

NAME OF GRANT/FUNDING SOURCE: Community Development Investment Grant/ WEDC

AMOUNT OF GRANT REQUEST: $250,000 **LOCAL MATCH REQUIREMENT:** $750,000

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

TIMEFRAME OF GRANT: 10/20/2022 through 12/31/2023

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

PURPOSE OF GRANT (summary): The City's grant application was prepared on behalf of BFAM, LLC, a private developer proposing to renovate 317 Dousman Street (Parcel 4-65). The renovation includes changes the building's façade, the creation of six new affordable housing units on the building's second floor, and improvements to two ground floor commercial spaces. The private project is estimated to cost $1,099,034. In addition to the $250,000 WEDC grant, the City is also contributing a $240,000 Tax Increment District Affordable Housing (TIDAH) Grant for the creation of the six affordable housing units.

How does the grant meet City/Department needs? The project will improve/restore a contributing building to a national historic district, create six affordable housing units, create improve commercial space for two businesses, and increase property values in the Broadway District.

What are the personnel requirements (include both existing and new staff) of the grant? Personnel from DCED will manage the grant project with support from the private developer, BFAM, LLC. The City's Economic Development Specialist will serve as the primary contact. All grant activities will be conducted under the direction of the Development Director. The following staff will have minor supporting roles to assist with grant management: Real Estate Specialist, Projects & Program Manager, Finance Director, and the Assistant Finance Director.

DEPARTMENT HEAD SIGNATURE: ______________________________

PART #2: Request to Accept Grant Funds

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

AMOUNT OF GRANT AWARD: $250,000 **CFDA/STATE ID #:** TBD

LOCAL MATCH REQUIREMENT: $750,000

Please describe the source of match, if applicable: The private developer will contribute no less than $510,000 in

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

FC = Finance Committee

GRANT TRACKING FORM

private funds toward the match. This obligation is established in a TIDAH grant agreement between the City and the developer. The City is contributing $240,000 toward the match in TIDAH funds, which were awarded to the developer in August 2022.

Please describe any major changes in proposed grant-funded activities: None

Please describe what the grant money will be spent on: The grant may be used to fund renovations at 317 Dousman. Specifically, eligible costs include renovation of existing infrastructure including roof repairs, installation of new HVAC, and updates to plumbing and electrical services. Matching funds may also be used for demolition to prepare for renovations and site clearance.

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

COMMUNITY DEVELOPMENT INVESTMENT GRANT AGREEMENT
BETWEEN
THE WISCONSIN ECONOMIC DEVELOPMENT CORPORATION
AND
CITY OF GREEN BAY

This Agreement is entered into pursuant to Chapter 238 of the Wisconsin Statutes between the Wisconsin Economic Development Corporation ("WEDC"), a public body corporate and politic authorized to grant funds for the purpose of economic development pursuant to Chapter 238 of the Wisconsin Statutes, and City of Green Bay ("Recipient"). Certain capitalized terms are defined in Section 1 of the Agreement.

WITNESSETH

WHEREAS, the Recipient has submitted an Application to WEDC, requesting funds from WEDC's Community Development Investment Grant Program ("CDI Funds");

WHEREAS, WEDC has determined that the Recipient is an eligible recipient of CDI Funds; and

WHEREAS, in reliance upon the Application, WEDC has approved the Recipient for up to Two Hundred Fifty Thousand Dollars ($250,000) in CDI Funds.

NOW, THEREFORE, for valid consideration, the receipt of which is hereby acknowledged, and in consideration for the promises and covenants in this Agreement, WEDC and the Recipient agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

(a) "Agreement" means this agreement, to include all documents required to be delivered contemporaneously with the execution and delivery of this Agreement, and the attached Exhibits, together with any future amendments executed in compliance with Section 21 of this Agreement.

(b) "Application" means the materials submitted by the Recipient to WEDC relating to this allocation of CDI Funds.

(c) "CDI Funds" means the grant monies the Recipient is eligible to receive from WEDC's Community Development Investment grant program in accordance with this Agreement.

(d) "Effective Date" means the date on which this Agreement is fully executed by both parties.

(e) “Eligible Project Costs” means costs for which CDI Funds and Matching Funds may be used, as outlined in Section 3(b) of this Agreement, which the Recipient incurs between the Project Start Date and Project End Date.

(f) “Ineligible Costs” means costs for which CDI Funds and Matching Funds may not be used, means costs incurred prior to the Project Start Date; costs for acquisition; costs related to grant applications or bid preparation; costs which may be covered by other grant or statutory programs; permits; Phase I and II environmental studies; Lien claims of the Department of Natural Resources and Environmental Protection Agency; performance and payment bonds; contingencies; developer fees; insurance premiums; supplies and the purchase of moveable equipment; signage (unless required by federal, state or local law including applicable building and/or fire code(s) and advertising; financing fees, interest payments, or the assumption of debt; relocation fees; accounting, legal, appraisal, and architectural fees; mergers and acquisitions; project administration fees, including costs associated with WEDC compliance reporting, schedules of expenditures, and payment requests.

(g) “Leverage” means all funding provided for the Project other than CDI Funds, including Matching Funds.

(h) “Matching Funds” means non-WEDC funds secured by the Recipient to meet the match requirement of CDI Funds under this Agreement. Eligible Matching Funds must be incurred between the Project Start Date and Project End Date. In order to receive the full amount of CDI Funds contemplated under this Agreement, Matching Funds must be at least Seven Hundred Fifty Thousand Dollars ($750,000). No more than Fifty Percent (50%) of the Matching Funds may consist of other state and/or federal grants. Matching Funds must be cash and may not be in-kind.

(i) “Program Guidelines” means the WEDC approved rules and eligibility requirements for the Community Development Investment grant program in force as of the Effective Date.

(j) “Project” means the Recipient assisting in the renovation of the Bangkok Garden building, in accordance with the Application and the terms of this Agreement.

(k) “Project End Date” means December 31, 2023, the date by which the Project will be complete and the last day which the Recipient may incur costs against CDI Funds and Matching Funds.

(l) “Project Location” means the site or sites at which the Project will take place, specifically 317 Dousman Street, Green Bay, Wisconsin.

(m) “Project Start Date” means October 20, 2022, the date on which the Project begins and the Recipient may start incurring costs against CDI Funds and Matching Funds.

(n) “Recipient” means City of Green Bay.

(o) “WEDC” means the Wisconsin Economic Development Corporation, together with its successors and assigns.

2. CDI Funds. Subject to the terms and conditions set forth in this Agreement, Program Guidelines, and in Wisconsin law, WEDC shall provide to the Recipient a grant of up to Two Hundred Fifty Thousand Dollars ($250,000) in CDI Funds.

3. Recipient's Obligations. The Recipient will or will ensure that:

(a) The Project is completed as it is contemplated in the Application and in accordance with the terms of this Agreement.

(b) CDI Funds and Matching Funds are used for Eligible Project Costs, incurred between the Project Start Date and Project End Date, as outlined in the following budget:

USES		SOURCES			TOTAL
Budget Code	**Eligible Project Costs**	**CDI Funds**	**Public Funds**	**Private Funds**	
0190	Demolition/Site Clearance	$0	$0	$193,832	$193,832
0385	Renovation	$250,000	$240,000	$415,202	$905,202
TOTAL		**$250,000**	**$240,000**	**$609,034**	**$1,099,034**

(i) Eligible Project Costs to be applied to CDI Funds for renovation include specifically renovation of existing structure including roof repairs, installation of new HVAC, and updates to plumbing and electrical services.

(ii) Eligible Project Costs to be applied to Matching Funds for renovation include specifically renovation of existing structure including roof repairs, installation of new HVAC, and updates to plumbing and electrical services.

(iii) Eligible Project Costs to be applied to Matching Funds for demolition/site clearance include specifically demolition to prepare for renovations and site clearance.

(c) CDI Funds or Matching Funds are not used for Ineligible Costs.

(d) Matching Funds from non-WEDC sources are secured sufficient to achieve the match requirement of the CDI Funds under this Agreement. Matching Funds must equal at least Seven Hundred Fifty Thousand Dollars ($750,000) in order for the Recipient to obtain the maximum amount of the CDI Funds, and must be documented prior to the final reimbursement.

(e) WEDC's participation in the Project is acknowledged in any signage at the Project Location and any planning and feasibility documents related to the Project.

(f) Reports are provided to WEDC as further described in Section 5 of this Agreement, in such form as required by WEDC.

4. Release of Funds. WEDC will release the CDI Funds contemplated by this Agreement to the Recipient on a disbursement basis. The Recipient may request CDI Funds in up to Three (3) disbursements and each disbursement will be contingent on the following:

(a) The Recipient submitting to WEDC a request for payment of funds in such form as required by WEDC, a sample of which is attached to this Agreement as Exhibit A.

(b) Recipient creating a Bill.com account unless Recipient has an existing account with Bill.com. Instructions for creating a Bill.com account will be provided by WEDC under separate cover. Recipient shall provide their Payment Network ID to WEDC with each request for payment.

(c) The Recipient submitting to WEDC a summary report of the Eligible Project Costs incurred against both the CDI Funds and Matching Funds. The amount of Matching Funds incurred for any request must be in an amount pro rata with the amount incurred against the CDI Funds being requested.

(d) The Recipient submitting to WEDC documentation evidencing that the Eligible Project Costs incurred at the Project Location against both the CDI Funds and the Matching Funds covered by the request have been purchased or will be purchased through an invoice, receipt, registration form, or other third-party documentation that contains the following information:

(i) Vendor name and contact information;
(ii) Description of the item(s) purchased;
(iii) Cost of purchase;
(iv) Date of purchase (invoice date or date received, not date ordered unless it is the same); and
(v) Project Location.

(e) The Recipient being in compliance with this Agreement, and with any other agreements by and between the Recipient and WEDC.

(f) The Recipient requesting all CDI Funds no later than February 29, 2024.

5. Reporting. The Recipient shall provide reports and information to WEDC according to the following requirements:

(a) Performance reports, due according to the Schedule of Reporting set forth in Section 5(b) below, in such form as required by WEDC. The report shall include information required by WEDC to determine Project performance which shall include, at a minimum, a financial overview and narrative summary on the progress of the Project to date, Project expenditures, and the Recipient's progress on achieving the goals related to the following Project-specific metrics:

Metric	**Goal***
Taxable Property Value	$1,430,000
Capital Investment	$1,549,034
Leverage – Total	$1,412,034

*These goals represent anticipated Project outcomes and failure to achieve these goals will not constitute an Event of Default, unless they are noted as a requirement elsewhere in the Agreement.

(b) Schedule of Reporting:

PERIOD COVERED	DOCUMENTATION	DUE DATE
See Section 6 Below	Schedule of Expenditures	See Section 6 Below
October 20, 2022- December 31, 2023	Performance Report	March 1, 2024

(c) Within Thirty (30) days, notify WEDC in writing of any event or occurrence that may adversely impact the completion of the Project as represented in the Application. Adverse impacts include, but are not limited to, lawsuits, regulatory intervention, and inadequate capital to complete the Project.

6. Schedule of Expenditures. Consistent with Wis. Stat. § 238.03(3)(a), the Recipient must submit to WEDC, within 120 days after the end of the Recipient's fiscal year in which any grant or loan funds were expended, a schedule of expenditures of the grant or loan funds, including expenditures of any matching cash or in–kind match, signed by the director or principal officer of the recipient to attest to the accuracy of the schedule of expenditures. The Recipient shall engage an independent certified public accountant to perform procedures, approved by WEDC and consistent with applicable professional standards of the American Institute of Certified Public Accountants, to determine whether the grant or loan funds and any matching cash or in–kind match were expended in accordance with the grant or loan contract. The Recipient must make available for inspection the documents supporting the schedule of expenditures.

7. Event of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" for the purposes of this Agreement:

(a) The Recipient ceases the Project within Five (5) years of the Effective Date of this Agreement and commences substantially the same economic activity outside of Wisconsin.

(b) The Recipient supplies false or misleading information to WEDC in connection with this Agreement, without providing a satisfactory explanation, in WEDC's sole discretion, for the false or misleading information.

(c) The Recipient fails to comply with or perform, in any material respect, any of its obligations under this Agreement, without providing a satisfactory explanation, in WEDC's sole discretion, for the noncompliance.

(d) The Recipient is in default under any other agreement between WEDC and the Recipient.

8. Remedies in Event of Default.

(a) Upon the occurrence of any Event of Default, WEDC shall send a written notice of default to the Recipient, setting forth with reasonable specificity the nature of the default. If the Recipient fails to cure any such Event of Default to the reasonable satisfaction of WEDC within Thirty (30) calendar days, WEDC may extend the cure period if WEDC determines, in its sole discretion, that the Recipient has begun to cure the Event of Default and diligently pursues such cure, or, without further written notice to the Recipient, declare the Recipient in default. The cure period shall in no event be extended more than Ninety (90) days. In the Event of Default, WEDC shall terminate the Agreement and recover from the Recipient:

(i) One Hundred Percent (100%) of the funds disbursed to the Recipient under this Agreement;

(ii) All court costs and attorneys' fees incurred by WEDC in terminating this Agreement and recovering the amounts owed by the Recipient under this provision; and

(iii) A financial penalty of up to One Percent (1%) of the CDI Funds.

(b) These amounts shall be paid to WEDC within Thirty (30) calendar days of demand by WEDC hereunder. If the Recipient fails to pay these amounts to WEDC as and when due, the Recipient will be liable for the full unpaid balance plus interest at the annual rate of up to Twelve Percent (12%) from the date of the notice of Event of Default.

(c) Upon an Event of Default, WEDC shall, without further notice, withhold remaining disbursements of the CDI Funds.

9. Recipient's Warranties and Representations. In addition to the other provisions of this Agreement, the Recipient hereby warrants and represents to the best of its knowledge that as of the Effective Date and as long as Recipient has obligations under of this Agreement:

(a) The Recipient is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it, the violation of which would have a material adverse effect on the Recipient's ability to perform its obligations under this Agreement or to otherwise engage in its business.

(b) The Recipient is not in default under the terms of any loan, lease or financing agreements with any creditor where such default would have a material adverse effect on the Recipient's ability to fulfill its obligations under this Agreement.

(c) The financial statements and other information provided by the Recipient to WEDC are complete and accurate in accordance in all material respects with Generally Accepted Accounting Principles where applicable and have been relied on by WEDC in deciding whether to enter into this Agreement with the Recipient.

(d) There are no actions, suits or proceedings, whether litigation, arbitration, or administrative, pending or threatened against or affecting the Recipient or the Project which, if adversely determined, would individually or in the aggregate materially impair the ability of the Recipient to perform any of its obligations under this Agreement or adversely affect the financial condition or the assets of the Recipient.

(e) The Recipient is unaware of any conditions which could subject it to any damages, penalties or clean-up costs under any federal or state environmental laws which would have a material adverse effect on the Recipient's ability to comply with this Agreement.

(f) The Recipient has, or will acquire before commencing any work for which they are required, all necessary permits, licenses, certificates or other approval, governmental or otherwise, necessary to operate its business and own and operate its assets, all of which are in full force and effect and not subject to proceedings to revoke, suspend, forfeit or modify.

(g) The Recipient has filed when due all federal and state income and other tax returns required to be filed by the Recipient and has paid all taxes shown thereon to be due. The Recipient has no knowledge of any uncompleted audit of the returns or assessment of additional taxes thereon.

(h) The Recipient and the undersigned officer thereof has all necessary or requisite power and authority to execute and deliver this Agreement.

(i) The execution and delivery by the Recipient of this Agreement has been duly authorized by all necessary action of the Recipient and no other proceedings on the part of the Recipient are necessary to authorize this Agreement or to consummate the transactions contemplated hereby.

(j) The Recipient has available or has the capacity to secure funds necessary to cover, as and when incurred, the costs and expenditures necessary for the completion of the Project, as identified in the Application and this Agreement.

(k) The Recipient is not making these representations and warranties specifically based upon information furnished by WEDC.

(l) These warranties and representations herein are true and accurate as of the Effective Date of this Agreement, and shall survive the execution thereof.

(m) The information disclosed to WEDC in the course of WEDC's evaluation of the Recipient's eligibility for the Program does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, taken as a whole and in light of the circumstances under which they were made, not misleading.

10. Wisconsin Public Records Law. The Recipient understands that this Agreement and other materials submitted to WEDC may constitute public records subject to disclosure under Wisconsin's Public Records Law, Wis. Stats. §§ 19.31-.39, and any successor statutes and regulations.

11. Additional Requirements.

(a) Project Records and Financial Records. The Recipient shall prepare, keep and maintain such records as may be reasonably required by WEDC to validate the Recipient's performance under this Agreement, whether held by the Recipient or by a third-party conducting Project-related activities on behalf of the Recipient, and the performance reports provided to WEDC. All of the Recipient's financial records shall be complete and accurate, and prepared, kept, and maintained in accordance with Generally Accepted Accounting Principles. The Recipient shall provide such records to WEDC during the term of this Agreement as may be requested by WEDC. Such materials shall be retained by the Recipient for a period of at least Three (3) years after March 1, 2024.

(b) Inspection.

(i) WEDC and its respective agents, shall, upon Forty-Eight (48) hours advance written notice to the Recipient, have the right to enter the Recipient's premises, during normal business hours, to inspect the Recipient's operations documentation relating to this Agreement, provided, however, that such access does not unreasonably disrupt the normal operations of the Recipient.

(ii) The Recipient shall produce for inspection, examination, auditing and copying, upon reasonable advance notice, any and all records which relate to this Agreement, whether held by the Recipient or by a third-party conducting Project-related activities on behalf of the Recipient.

(iii) WEDC reserves the right to conduct physical site visits of the Project during the term of this Agreement.

(c) Authorization to Receive Confidential Information. The Recipient hereby authorizes WEDC to request and receive confidential information that the Recipient has submitted to, including any adjustments to such information by, the Wisconsin Department of Revenue ("DOR") and the Wisconsin Department of Workforce Development ("DWD"), and to use such information solely for the purposes of assessing the Recipient's performance for the duration of the Project and ensuring that WEDC is properly administering or evaluating economic development programs. With regard to the information contained in the DWD unemployment insurance files, WEDC may access the following for the Eight (8) most recent quarters: the quarterly gross wages paid to the Recipient's employees; the monthly employee count; and the Recipient's FEIN, NAICS code, and legal and trade names. The Recipient also authorizes WEDC to share information submitted to WEDC by the Recipient with the DOR and DWD and to redisclose to the public the information received from the DOR and DWD used to evaluate the Recipient's performance under their specific economic development program and the impact of WEDC economic development programs. Records exempted from the public records law by Wis. Stat. § 19.36(1) will be handled by WEDC in accordance with that law.

(d) Consolidation or Merger. During the term of this Agreement, the Recipient shall provide written notice to WEDC within Thirty (30) days of any consolidation or merger with or into any other unrelated corporation or business entity.

(e) Public Announcement. The Recipient agrees to cooperate with WEDC in making a public announcement of this Agreement.

(f) Insurance. The Recipient covenants that it will maintain insurance in such amounts and against such liabilities and hazards as customarily is maintained by other companies operating similar businesses.

(g) Online Portal and Document Delivery. Recipient agrees to respond timely to any invitation sent by WEDC to create an online account for use with WEDC's online customer portal ("Portal"). Upon opening the account, Recipient hereby agrees to use the Portal to submit any required performance reports, schedule of expenditures and supporting documentation, unless WEDC directs otherwise. Recipient further agrees to identify appropriate assigned users, duly authorized by Recipient, to serve as contacts, to execute necessary documents, and to support specific tasks Recipient must complete in the Portal. WEDC may, in its sole discretion, rely on any document, performance report, schedule of expenditures, financial statement, tax return, agreement or other communication ("Document") physically delivered to WEDC by mail, hand delivery, delivery service, email, facsimile, the Portal or other electronic means which WEDC in good faith believes was sent by Recipient or any representatives or employees of Recipient. WEDC may treat any Document as genuine and authorized to the same extent as if it was an original document validly executed or authenticated as genuine by Recipient. WEDC may from time to time in its sole discretion reject any such Document and require a signed original or require Recipient to provide acceptable authentication of any such Document before accepting or relying on the same. Recipient understands and acknowledges that there is a risk that Documents sent by electronic means may be viewed or received by unauthorized persons and Recipient agrees by sending Documents by electronic means that Recipient shall be deemed to have accepted this risk and the consequences of any such unauthorized disclosure. Recipient also agrees to create an account with Bill.com and provide a Payment Network ID in order to receive any payments from WEDC. Recipient accepts any risk associated with creating an account with Bill.com and releases WEDC from any liability related thereto.

12. Conflicts. In the event of any conflict between the provisions of this Agreement and any accompanying documents, the terms of this Agreement control.

13. Choice of Law. THIS AGREEMENT AND ALL MATTERS RELATING TO IT OR ARISING FROM IT – WHETHER SOUNDING IN CONTRACT LAW OR OTHERWISE – SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED PURSUANT TO, THE LAWS OF THE STATE OF WISCONSIN.

14. Venue, Jurisdiction. Any judicial action relating to the construction, interpretation, or enforcement of this Agreement, or the recovery of any principal, accrued interest, court costs, attorneys' fees and other amounts owed hereunder, shall be brought and venued in the U.S. District Court for the Western District of Wisconsin or the Dane County Circuit Court in Madison, Wisconsin. **EACH PARTY HEREBY CONSENTS AND AGREES TO JURISDICTION IN THOSE WISCONSIN COURTS, AND WAIVES ANY DEFENSES OR OBJECTIONS THAT IT MAY HAVE ON PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS.**

15. Waiver of Right to Jury Trial. EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY JUDICIAL ACTION OR PROCEEDING THAT MAY ARISE BY AND BETWEEN WEDC AND THE RECIPIENT CONCERNING OR RELATING TO THE CONSTRUCTION, INTERPRETATION OR ENFORCEMENT OF THIS AGREEMENT, OR THE RECOVERY OF ANY PRINCIPAL, ACCRUED INTEREST, COURT COSTS, ATTORNEYS' FEES AND OTHER AMOUNTS THAT MAY BE OWED BY THE RECIPIENT HEREUNDER. THIS JURY TRIAL WAIVER CONSTITUTES A SUBSTANTIAL CONSIDERATION FOR AND INDUCEMENT TO THE PARTIES TO ENTER INTO THIS AGREEMENT.

16. Limitation of Liability. RECIPIENT HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER FROM WEDC ANY SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR DAMAGES OF ANY OTHER NATURE OTHER THAN ACTUAL DAMAGES INCURRED OR SUFFERED BY RECIPIENT.

17. Severability. If any provision of this Agreement is held invalid or unenforceable by any Governmental Body of competent jurisdiction, such invalidity or unenforceability shall not invalidate the entire Agreement. Instead, this Agreement shall be construed as if it did not contain the particular provision or provisions held to be invalid or unenforceable, and an equitable adjustment shall be made and necessary provisions added so as to give effect to the intention of the parties as expressed in this Agreement at the time of the execution of this Agreement and of any amendments to this Agreement. In furtherance of and not in limitation of the foregoing, the parties expressly stipulate that this Agreement shall be construed in a manner that renders its provisions valid and enforceable to the maximum extent (not exceeding its express terms) possible under applicable law. "Governmental Body" means any federal, state, local, municipal, foreign or other government; courts, arbitration commission, governmental or quasi-governmental authority of any nature; or an official of any of the foregoing.

18. WEDC is Not a Joint Venturer or Partner. WEDC shall not, under any circumstances, be considered or represented to be a partner or joint venturer of the Recipient or any beneficiary thereof.

19. Captions. The captions in this Agreement are for convenience of reference only and shall not define or limit any of the terms and conditions set forth herein.

20. No Waiver. No failure or delay on the part of WEDC in exercising any power or right under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such power or right preclude any other exercise of any other power or right.

21. Entire Agreement. This Agreement embodies the entire agreement of the parties concerning WEDC's and the Recipient's obligations related to the subject of this Agreement. This Agreement may not be amended, modified or altered except in writing signed by the Recipient and WEDC. This Agreement supersedes all prior agreements and understandings between the parties related to the subject matter of this agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, WEDC and the Recipient have executed and delivered this Agreement effective the date set forth next to WEDC's signature below.

WISCONSIN ECONOMIC DEVELOPMENT CORPORATION

By: ______________________________ ______________

Melissa L. Hughes, Date
Secretary and CEO

CITY OF GREEN BAY

By: ______________________________ ______________

Eric Genrich, Date
Mayor

Notices to the Recipient hereunder shall be in writing and shall be deemed to have been given: (i) at the time it is sent, as recorded by the WEDC's system, when sent by electronic mail during a business day or, if sent after the close of normal business hours on a business day or sent on a non-business day, at the start of normal business hours on the next business day or (ii) Three (3) Business Days after deposit in the United States mail, certified and with proper postage prepaid, addressed as follows:

City of Green Bay
100 N. Jefferson Street
Green Bay, WI 54301
Attn: Joanne Bungert
Email: joanne.bungert@greenbaywi.gov

Notices to WEDC hereunder shall be in writing and shall be deemed to have been given: (i) at the time it is sent, as recorded by Recipient's system, when sent by electronic mail during a business day or, if sent after the close of normal business hours on a business day or sent on a non-business day, at the start of normal business hours on the next business day or (ii) Three (3) Business Days after deposit in the United States mail, certified and with proper postage prepaid, addressed as follows:

Wisconsin Economic Development Corporation
Division of Credit & Risk
P.O. Box 1687
Madison, WI 53701
Attn: Community Development Investment
Contract # CDI FY23-53386
Email: legal@wedc.org

EXHIBIT A
REQUEST FOR WEDC PAYMENT

Award Number: CDI FY23-53386	Rep:	Recipient: City of Green Bay
FEIN #	Bill.com Payment Network ID (PNI):	Request Number:
Program: Community Development Investment		Award Type: Grant
Funding Period Covered by this Request From: To		

PROJECT EXPENSES INCURRED/PAID DURING THIS PERIOD (see attachment)

Budget Code	Description Line Item	WEDC Funding This Period	+	Matching Funding This Period	=	Total This Period
0190	Demo/Site Clearance					
0385	Renovation					
	TOTAL:					

- o Check here if this is the Final Request for Payment. If there is a balance remaining on the Project it may be lapsed.

PAYMENT/PROJECT EXPENSE/MATCH DESCRIPTION - Disbursement
Prior to the release of funds, the following requirements must be met (to be initialed by WEDC staff):

- Recipient creating a Bill.com account unless Recipient has an existing account with Bill.com. Instructions for creating a Bill.com account will be provided by WEDC under separate cover. Recipient shall provide their Payment Network ID to WEDC with each request for payment. _____

- The Recipient submitting to WEDC a summary report of the Eligible Project Costs incurred against both the CDI Funds and Matching Funds. The amount of Matching Funds incurred for any request must be in an amount pro rata with the amount incurred against the CDI Funds being requested. _______

- The Recipient submitting to WEDC documentation evidencing that the Eligible Project Costs incurred at the Project Location against both the CDI Funds and Matching Funds covered by the disbursement request have been purchased or will be purchased through an invoice, receipt, registration form, or other third-party documentation that contains the following information: Vendor name and contact information; Description of the item(s) purchased; Cost of purchase; Date of purchase (invoice date or date received, not date ordered unless it is the same). _______
  - o Recipient is not required to submit proof of purchase documentation (invoice, receipt, registration form, or other third-party documentation) for Matching Funds above $750,000 or CDI Funds above $250,000.

- The Recipient being in compliance with this Agreement, and with any other agreements by and between the Recipient and WEDC. _______

- The Recipient requesting all CDI Funds no later than February 29, 2024. _______

I hereby certify that the expenses reported on this form are in accordance with the terms of the Agreement and that complete and accurate records are being kept to substantiate such expenses.

____ _________________________
Authorized Recipient Signature **Date**

WEDC Division VP or Designee	Date
WEDC Servicing	Date
WEDC Controller or Finance Department	Date

Retain a copy of the completed form for your records and email a copy of the original and documentation to: disbursements@wedc.org. The hard copy may be required to be sent upon request.

Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
December 13, 2022	

AGENDA ITEM # E.5

Consideraton with possible action on a first amendment to the resolution adopting the City's plan for expenditure of funds received pursuant to the American Rescue Plan Act of 2021.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Resolution Adopting ARPA Funds

100 North Jefferson Street, Green Bay, Wisconsin 54301-5026
greenbaywi.gov

FIRST AMENDMENT TO THE RESOLUTION ADOPTING THE CITY'S PLAN FOR EXPENDITURE OF FUNDS RECEIVED PURSUANT TO THE AMERICAN RESCUE PLAN ACT OF 2021

December 20, 2022

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, on March 11, 2021, President Biden signed into law the American Rescue Plan Act of 2021 ("ARPA"), under which the Coronavirus State and Local Fiscal Recovery Funds will deliver $350 billion for state, local, territorial, and tribal governments to respond to the COVID-19 emergency; and

WHEREAS, ARPA permits municipalities to use Fiscal Recovery Funds ("Funds") for four broad purposes: to respond to the public health emergency or its negative economic impacts; to respond to workers providing essential services during the public health emergency; to replace lost public sector revenue; to invest in water, sewer, and broadband infrastructure; and

WHEREAS, the City's Plan for expenditure of the Funds received pursuant to ARPA (ARPA Plan) was created after receiving input from residents and consulting with staff as to the most appropriate and effective utilization of those funds to assist residents of the City of Green Bay in recovering from the COVID-19 emergency; and

WHEREAS, the City of Green Bay received $11,847,758 in Funds in May 2021, and received a second disbursement of $11,847,758 in May 2022; and

WHEREAS, on December 7, 2021, the City of Green Bay Common Council adopted the Resolution Adopting the City's Plan for Expenditure of Funds Received Pursuant to the American Rescue Plan Act of 2021 ("Resolution") establishing categories for Capital Needs and Organizational Priorities; Stormwater, Green Infrastructure, and Climate Resilience; Affordable Housing Development; Small Business Support; and Arts, Culture, and Tourism; and

WHEREAS, as of December 6, 2022, there remained an overall balance of Funds; and

WHEREAS, the City of Green Bay Common Council now desires to amend the Resolution to create the following categories of Funds:

- Capital Needs and Organizational Priorities: $1,543,480
- Remaining Balance Funds: $4,250,000* approximate

NOW, THEREFORE, BE IT RESOLVED that the City of Green Bay Common Council hereby approves and adopts this amended Resolution in the amounts of $1,543,480 allocated toward Capital Needs and Organizational Priorities, and the remaining balance of approximately $4,250,000 of unapproved funds toward the Economic Impacts Funds.

Adopted ___________________________

Approved _________________________

____
Mayor

____
Clerk

Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
December 13, 2022	

AGENDA ITEM # E.6

Report of the Claims Committee.

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

1. CONFIDENTIAL Claims Committee Rpt October 2022

Report to the
Finance Committee
of the City of Green Bay

MEETING DATE	PREPARED BY
December 13, 2022	

AGENDA ITEM # E.7

For consideration and possible action to authorize the engagement of Husch Blackwell as outside counsel to provide legal assistance related to the Lambeau Field Stadium Lease.

The Committee may convene in closed session pursuant to Sections 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the sale of public properties, investing of public funds or conducting other specified public business as necessary for competitive or bargaining reasons. 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

Approve.

FISCAL IMPACT

ATTACHMENTS

1. CONFIDENTIAL 4873-5728-0578.1 Engagement Ltr - Green Bay

Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
December 13, 2022	

AGENDA ITEM # E.8

For consideration with possible action the resolution authorizing budget amendments for unbudgeted community events and costs offset by invoices for a total of $39,719.27.

BACKGROUND

RECOMMENDATION

Approve.

FISCAL IMPACT

ATTACHMENTS

1. BUDGET AMENDMENT $39719.27

RESOLUTION AUTHORIZING TO BUDGET AMENDMENT

December 20, 2022

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

Pursuant to the recommendation of the Finance Committee at its meeting of December 13, 2022, the following 2022 amendment of funds is hereby authorized:

	ACCOUNT		AMOUNT
Increase:	101300 50501	Police-Overtime	$18,635.25
Increase:	101300 46223	Police Overtime Reimbursement	$18,635.25

***This budget amendment is for 2022 unbudgeted overtime for staffing at events such as the Farmer's Markets, Train Concert, Fall Fest, Virtue Walk, GB Duathlon, Turkey Trot, Ignight Market, Synagogue Security, Notre Dame football games and others.*

Increase:	101400 50501	Fire-Overtime	$354.27
Increase:	101400 46223	Fire Overtime Reimbursement	$354.27

***This budget amendment is for 2022 unbudgeted overtime for staffing at the 2022 Festival Foods Turkey Trot.*

Increase:	101400 50501	Fire-Overtime	$3,245.00
Increase:	101400 43611	Fire-State Overtime Reimbursement	$3,245.00

***This budget amendment is for October 2022 unbudgeted state reimbursements of costs incurred for employees to attend USAR (Urban Search & Rescue) trainings.*

Increase:	101300 54051	Police-Medical Supplies	$692.00
Increase:	101160 45110	Muni Court-Ordinance Violations	$692.00

***This budget amendment is for November 2022 unbudgeted costs to offset the expenses paid to local hospitals for blood draws resulting from the police department's OWI arrests-1st offense that are collected from invoicing the person that was arrested.*

Increase:	101251-53001-20214	Contractual Services	$16,792.75
Increase:	101251-43210-20214	Federal Grant Revenue	$16,792.75

***This budget amendment is to record Wisconsin Historical Society grant for the Certified Local Government subgrant program centered on updating the city's Historic Intensive Resources survey unbudgeted in 2022.*

Adopted ____________________________

Approved ___________________________

____
Mayor

____
Clerk