AGENDA OF THE FINANCE COMMITTEE

TUESDAY, JANUARY 31, 2023, 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 January 10, 2023 meeting.

E. Regular Business.

1. For consideration and possible action the request for reimbursement of 2022 property taxes of $12,017.18 for 5-1523-1 (610 N Broadway) for N.E.W. Community Clinic contingent on Assessors determination of exempted status.

   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.

2. For consideration and possible action the request for reimbursement of 2022 property taxes total of $14,102.83 for 14-426 (612 Stuart St), 14-410 (304 S Quincy St), and 14-410-A (618 Stuart St) for St. John's Ministries contingent on Assessors determination of exempted status.

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3. For consideration with possible action the renewal of the Environmental Systems Research Institute, Inc (ESRI) software for three years at $214,425.00.

4. Consideration with possible action on a request to purchase a Graco Grindlazer pavement marking eradicator from Sherwin Industries in the amount of $57,554.

5. For consideration with possible action staff recommendation for the use of American Rescue Plan Act (ARPA) allocation for a total of $5,576,880. Item was referred to staff to bring back recommendation from the August 30, 2022 Common Council Meeting.

6. For consideration and possible action to approve a limited conflict waiver for the firm of Renning Lewis and Lacy.

   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 on Jamb Investments v. City of Green Bay.

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8. Report of the Claims Committee.

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

F. Informational.

1. 2022 Contingency Account: $157,297.00; unobligated is $57,297.00.
   2023 Contingency Account: $250,000.00.

2. The next Finance Committee meeting will be held on Tuesday February 14, 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.

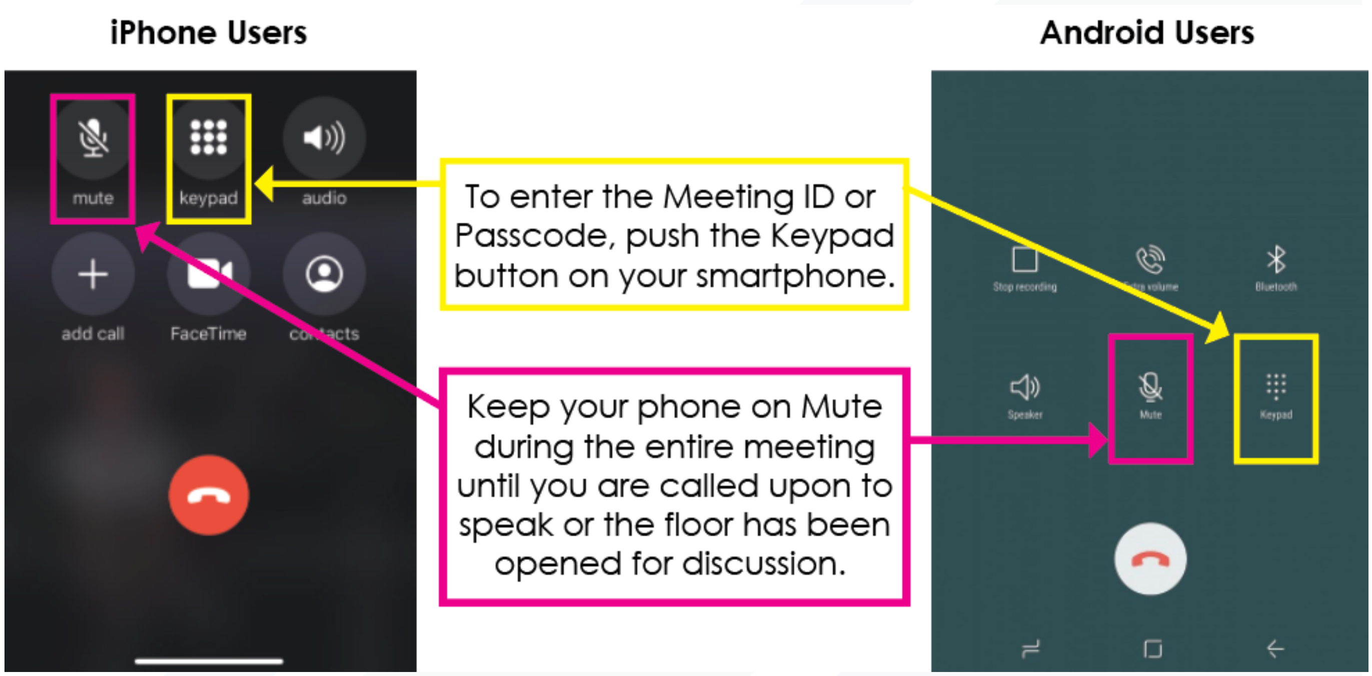
Additional Information

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
January 31, 2023	

AGENDA ITEM # E.1

For consideration and possible action the request for reimbursement of 2022 property taxes of $12,017.18 for 5-1523-1 (610 N Broadway) for N.E.W. Community Clinic contingent on Assessors determination of exempted status.

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

N.E.W. Community Clinic LTD would like to appeal and request reimbursement of the 2022 property tax bill for $12,017.18.

Wisconsin Property Tax Exemption Request form was not submitted to the City Assessor by 3/1/2022.

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. N.E.W. Community Clinic 2022 taxes reimburesement request packet

City of Green Bay Law Department
100 North Jefferson Street • Room 200
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3080
Fax 920.448.3081

January 26, 2023

N.E.W. Community Clinic
Todd Brice
Via Email: Todd.Brice@newcommunityclinic.org

Re: Request for Reimbursement - Property Tax Assessment for Tax Parcel 5-1523-1 (610 N Broadway)

Mr. Brice,

A request for reimbursement of the property taxes for the above-referenced parcel will be heard by the Finance Committee at 4:30, on Tuesday, January 31, 2023. City staff will provide the assessment letters, tax bills, and Property Tax Exemption Request form (received January 25, 2023). The Finance Committee will hear from a representative of N.E.W. for this agenda item. You can participate in the meeting via Zoom or in-person at City Hall. The agenda and packet of information for the Finance Committee can be reviewed on the City's website:

https://greenbaywi.gov/129/Meetings-Agendas-Minutes

The action of the Committee is a recommendation to the Common Council, to be considered by the Common Council on February 7, 2023, at 6 p.m. You may also participate in this meeting via Zoom or in-person at City Hall. All materials from the Committee will be forwarded on to the Common Council – no additional action will be necessary on your part.

The City cannot rescind or delay payment of the taxes by the January 31, 2023, deadline and failure to make the required payment could cause late fees or penalties to be incurred. We understand that N.E.W. acted on January 25, 2023, to make the required property tax payment, so no additional action is necessary at this time.

Please contact me with any questions.

Sincerely,

Lacey Cochart

Lacey Cochart
Deputy City Attorney

cc: City Assessor
Director of Finance
City Clerk

REAL ESTATE PROPERTY TAX BILL FOR 2022 — CITY OF GREEN BAY

Bill #: 6116041
Parcel #: 5-1523-1
Alt. Parcel #:

NEW COMMUNITY CLINIC LTD
622 BODART ST
GREEN BAY WI 54301

Total Due For Full Payment
By January 31, 2023
$12,017.18

- - OR - -

Pay First Installment
By January 31, 2023
$6,008.59

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

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

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

ONLINE: www.browncountywi.gov/propertytax
Use Guest sign-in. Enter Parcel# only in Property# field for best results.
VPS Convenience Fees: E-check $1.25, Personal Visa Debit Cards $3.95, and Credit Cards/Other Debit Cards 2.55%

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

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

NOTE: Homeowners check for Lottery Credit deduction on Primary Residence only.
For mailing address changes go to www.browncountywi.gov/addresschange
Receipts are available at www.browncountywi.gov/propertysearch
Postponed 2nd installment payments will be collected by Brown County.

STATE OF WISCONSIN
REAL ESTATE PROPERTY TAX BILL FOR 2022
CITY OF GREEN BAY
BROWN COUNTY

BILL NO. 6116041 SEQ# 20967
Correspondence should refer to parcel number
PARCEL#: 5-1523-1

Property Address
610 N BROADWAY

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.	A star in this box means unpaid prior year taxes
244,700	402,200	646,900	0.9548	256,300	421,200	677,500	

Taxing Jurisdiction	2021 Est. State Aids Allocated Tax Dist.	2022 Est. State Aids Allocated Tax Dist.	2021 Net Tax	2022 Net Tax	% Tax Change
CITY OF GREEN BAY		21,030,432		4,904.76	100.0%
NORTHEAST WI VTAE		7,420,438		449.41	100.0%
GREEN BAY SCH DIST		157,043,333		4,553.58	100.0%
BROWN COUNTY		2,563,129		2,177.46	100.0%
Total		188,057,332		12,085.21	100.0%
First Dollar Credit				68.03	100.0%
Lottery & Gaming Credit					
Net Property Tax				12,017.18	100.0%

Gross Property Tax	12,085.21
First Dollar Credit	-68.03
Lottery Credit	
Net Property Tax	12,017.18

TOTAL DUE FOR FULL PAYMENT
PAY BY **January 31, 2023**
▶ **$** 12,017.18

Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty.
Failure to pay on time. See reverse.

Installments may be paid as follows:
6008.59 DUE BY 01/31/2023
6008.59 DUE BY 07/31/2023

School taxes reduced by school levy tax credit $ 869.50

IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.

2948043 2939425 ACRES: 0.986

LOT 1 OF CSM 9265 IN 2939425
BNG PRT OF FT HOWARD MILITARY
RESERVE "RAILROAD GRANT"

Net Assessed Value Rate (Does NOT reflect credits)
0.018681742

NEW COMMUNITY CLINIC LTD
622 BODART ST
GREEN BAY WI 54301

RETAIN THIS PORTION AS YOUR COPY

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

FOR INFORMATIONAL PURPOSES ONLY
- Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
GREEN BAY SCH DIST	11,697,967.00	867.64	2027

PA-685/3 (R. 8-15)

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

PRESORTED
FIRST CLASS MAIL
US POSTAGE PAID
UMS

TAX BILL ENCLOSED
for 5-1523-1

FORWARDING SERVICE REQUESTED

NEW COMMUNITY CLINIC LTD
622 BODART ST
GREEN BAY WI 54301

Assessor's Office
100 North Jefferson Street • Room 102
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3066
Fax 920.448.3140

September 14, 2022

NEW COMMUNITY CLINIC LTD
622 BODART ST
GREEN BAY WI 54301-4923

2022 Notice of Assessment
This is not a tax bill
Under state law (Section 70.365 of the Wisconsin Statutes), your property assessment for 2022 is listed below.

Tax key number: 5-1523-1 located in the City of Green Bay, Brown County
Legal description: LOT 1 OF CSM 9265 IN 2939425 BNG PRT OF FT HOWARD MILITARY RESERVE "RAILROAD GRANT"
Property address: 610 N Broadway

	General Property			PFC/MFL
Year	**Land**	**Buildings**	**Total**	**Total**
2021	$0	$0	$0	$0
2022	$244,700	$402,200	$646,900	$0
Net change in assessment			$646,900	$0

Reasons for Change	
Land	Revalue
Buildings/Impts	New building, partial complete

Open Book: September 26, 2022 – October 11, 2022 Weekdays from 8:00 AM – 4:30 PM
Online / Phone / Email
To access the assessment roll, please visit the City's website at greenbaywi.gov/assessor
Board of Review: October 19, 2022 9:00 AM Council Chambers, 100 N Jefferson St., Green Bay, WI 54301
For more details on attending the Board of Review please refer to the City's website at greenbaywi.gov or call for assistance.

Municipal clerk: Celestine Jeffreys (920)448-3010 clerk@greenbaywi.gov

Appraiser: Nichole Tesch (920)448-3067 nichole.tesch@greenbaywi.gov

If you would like to discuss your assessment, please contact the appraiser listed above by phone or email as soon as possible.

Assessment Information
State law (Section 70.32 of the WI Statutes) requires the assessment of taxable property (except agricultural, agricultural forest, and undeveloped) at full value as of January 1 each year. Assessments at a percentage of full value are acceptable when applied uniformly. To determine if your assessment is fair, you must analyze it in relation to full value. This is done by dividing your assessment by the general level of assessment for your municipality, which is estimated to be 100.00%.

Under Wisconsin law, generally, the assessor may not change the assessment of property based solely on the recent arm's length sale of the property without adjusting the assessed value of comparable properties in the same market area. For information on the assessment of properties that have recently sold, visit the Internet site of the Department of Revenue at https://www.revenue.wi.gov/Pages/ERETR/data-home.aspx.

To Appeal Your Assessment
First, discuss with your local assessor. Questions can often be answered by the assessor and not require an appeal to Board of Review (BOR). To file a formal appeal, give notice of your intent to appeal by contacting the BOR clerk at least 48 hours before the BOR begins. Complete and file your appeal form with the BOR clerk no later than the first two hours of the BOR's first meeting. Make sure you file a completed form or the BOR may not review your appeal. For more information on the appeal process, contact the municipal clerk listed above. Review the "Guide for Property Owners" (https://www.revenue.wi.gov/Pages/HTML/govpub.aspx). For a paper copy, email bapdor@wisconsin.gov or call (608) 266-7750.

CONTINUED ON BACK

N.E.W. Community Clinic

610 N Broadway
Green Bay, WI 54301

January 18, 2023

To whom it may concern,

N.E.W. Community Clinic, Ltd. (the Clinic) would like to appeal the property taxes for calendar year 2022. The Clinic was established on July 28, 1971, as a non-profit safety net for healthcare services for individuals in Brown County who are uninsured or underinsured. Over the last 50 years, the Clinic has expanded services to those facing poverty including Medical, Dental, Behavioral Health, Wisconsin Infants and Children's (WIC), Health Benefits, and many others. These services are provided whether or not the patient has the ability to pay. The Clinic offers free services to those at the federal poverty line or below and offer a sliding fee discount to those who are 101% to 200% of the federal poverty level. NEWCC provides over $2 million dollars of free services to the Brown County community. The Clinic's primary funding sources are Federal grants, Community donations, and Medicaid.

In February of 2021, the Clinic purchased property from the New Community Shelter on the corner of Mather and Broadway Streets in downtown Green Bay. After acquiring the property, the Clinic began a West Side expansion project that consisted of erecting an 11,000 square foot clinic. The construction project ended in June of 2022 when the Clinic opened our doors at the new site on June 2, 2022.

The Clinic received a real estate property tax bill for 2022 for $12,017.18. The Clinic did not receive a property tax bill in 2021 when the property was purchased. The Clinic was not aware of the process to file a State of Wisconsin Property Tax Exemption Request form by March 1st in 2022. This lack of knowledge lead to property taxes due to the City of Green Bay, Northeast WI VTAE, Green Bay School District, and Brown County for 2022. This property tax bill is causing a hardship for the clinic because this tax bill is not an allowable expense for the Clinics funding sources.

Please kindly consider the appeal for the property taxes at 610 North Broadway Street for the N.E.W. Community Clinic for 2022. Attached you will find the supporting documents for the State of Wisconsin Property Tax Exemption Request.

I am available to discuss this matter in person or via phone at your earliest convenience.

Respectfully,

Kim Franzen, MSN, RN
Chief Executive Officer

Phone: 920-940-8016
Fax: 920-437-0984

Email: kim.franzen@newcommunityclinic.org
https://www.newcommunityclinic.org/

Internal Revenue Service

Department of the Treasury

P. O. Box 2508
Cincinnati, OH 45201

Date: February 27, 2001

Person to Contact:
Mary Freudenberg #31-03512
Customer Service Representative
Toll Free Telephone Number:
8:00 a.m. to 9:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
39-1200636

N.E.W. Community Clinic
622 Bodart Street
Green Bay, WI 54301-4923

Dear Sir or Madam:

This letter is in response to your request for a copy of your organization's determination letter. This letter will take the place of the copy you requested.

Our records indicate that a determination letter issued in February 1973 granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than $25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of $20 a day, up to a maximum of $10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

A1

N.E.W. Community Clinic
39-1200636

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

The law requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. If your organization had a copy of its application for recognition of exemption on July 15, 1987, it is also required to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of $20 a day for each day you do not make these documents available for public inspection (up to a maximum of $10,000 in the case of an annual return).

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,

John E. Ricketts

John E. Ricketts, Director, TE/GE
Customer Account Services

STATE OF WISCONSIN
PROPERTY TAX EXEMPTION REQUEST

State law requires owners seeking exemption of a property for the current assessment year to file this form along with any necessary attachments. **Failure to complete this form in its entirety may result in denial of exemption.** The completed form and attachments must be filed with the assessor in the taxation district where the property is located by **March 1** to be eligible for the current assessment year. See sec. 70.11, Wis. Stats., and the *Wisconsin Property Assessment Manual* for additional property tax exemption information. If more space is needed for any questions, use the "Additional Information" box on page 4 or attach additional sheets.

SECTION 1 – APPLICANT INFORMATION

1. Applicant Name: N.E.W. Community Clinic, Ltd.
Date: 01 / 18 / 2023

2. Applicant is
- ☐ Sole proprietorship
- ☐ WI Chapter 181 corporation
- ☒ WI unincorporated nonprofit association
- ☐ Other *(please explain)*:

3. Contact person: Kimberly Franzen
Address: 610 N Broadway
Green Bay, WI 54301
Telephone number(s): 920-940-8016
Email: Kim.Franzen@newcommunityclinic.org
Relationship to applicant: CEO

4. Registered agent: Kimberly Franzen
Address: 610 N Broadway
Green Bay, WI 54301
Telephone number(s): 920-940-8016
Email: Kim.Franzen@newcommunityclinic.org

5. Mailing address and phone number of Applicant if different than Contact Person:

6. Identify each organizational officer, the officer's address, the telephone number and the position held within the requesting organization.

7a. Please identify the use of the property:

- ☐ Agricultural Fair
- ☐ YMCA/YWCA
- ☐ Cemetery
- ☐ Farmer's Temple
- ☐ Held for Public Interest
- ☐ Industrial Development Agencies
- ☐ Sports/Entertainment
- ☐ Mental/Physical Disabled Camp
- ☐ Local Exposition
- ☐ Educational
- ☐ Women's Club
- ☐ Library
- ☐ Fire Company
- ☐ Lions Camp
- ☐ Archaeological Site
- ☐ Housing
- ☐ Waste Treatment
- ☐ Humane Society
- ☐ Railroad Historic Society
- ☐ Historic/Architectural
- ☐ Religious
- ☐ Historical Society
- ☐ Rehabilitation
- ☐ Military
- ☐ Bible Camp
- ☐ Art Gallery
- ☐ Disability Camps
- ☐ Radio Station
- ☐ Youth Hockey
- ☐ Youth Baseball Association
- ☐ Dependent & Development Disability
- ☐ Professional Sport/Entertainment Stadium
- ☒ Other *(please explain in the "Additional information" box on page 4)*
- ☐ Fraternity
- ☐ Hospital
- ☐ Memorial
- ☐ Charity
- ☐ Labor Temple
- ☐ Medical Research
- ☐ Theater
- ☐ Benevolent

7b. Identify the precise statutory reference and language supporting the exemption.
501(c)3

8. State the organization's purpose, mission, and primary goal:
Provide medical & behavioral health services to uninsured and poverty of Brown County

9. Describe the services provided by the organization:
Medical & Behavioral Health Services

10. List the primary beneficiaries of the services:
Low-income residents of Brown County

11. Is there a fee charged, or revenue earned, for services provided? ☒ Yes ☐ No ☐ N/A
If Yes, what is the amount of the fee charged or revenue earned?

12. Do you provide any free service? ☒ Yes ☐ No ☐ N/A
If Yes, explain: We provide services regardless of the ability to pay

13. What percent of recipients receive free service (on an annual basis ☐ N/A 35 %

14. Do you provide service to anyone at below market or reduced rates? ☒ Yes ☐ No ☐ N/A
If Yes, explain: See sliding fee schedule

15. What percentage of annual recipients receive services at below or reduced rates?	☐ N/A	60 %
16. Are you under any obligation to provide services to those who cannot pay? If Yes, explain: HRSA Federally Qualified Health Center	☒ Yes ☐ No ☐ N/A	
17. Does Applicant receive any subsidies, grants, or low or no interest loans to operate or otherwise provide its services? If Yes, identify sources and amounts and how monies are applied or used. HRSA 2.1 Million for Medical & Behavioral Health Services	☒ Yes ☐ No ☐ N/A	
18. How much of Applicant's annual gross income or revenue is derived from donations?		$ 80,000.00
What percentage is that of Applicant's total annual income or revenue?	☐ N/A	3 %

SECTION 2 – SUBJECT PROPERTY INFORMATION *☒ N/A

** If N/A, explain in the "Additional information" box on page 4 of this form.*

19. Property for which exemption is being applied ("Subject Property"):

Address: 610 N. Broadway Green Bay, WI 54301

Tax parcel number: 5-1523-1 Number of acres: 1

Legal description: LOT 1 OF CSM 9265 IN 2939425 BNG PRT OF FT HOWARD MILITARY RESERVE "RAILR

20. Estimated fair market value of Subject Property: $ 677,500.00

If based on an independent appraisal, identify the appraiser and the purpose of the appraisal below.

Appraiser: RUSS SCHWANDT as of 10 / 24 / 2022

Purpose of Appraisal: NEW CONSTRUCTION

21. Owner of Subject Property:

If Owner is different from Applicant, explain and identify the relationship between Applicant and Owner.

22. Date Owner acquired Subject Property: 02 / 15 / 2021

23. Person or entity from whom Owner acquired Subject Property: NEW Community Shelter

24. Date Owner first began using and occupying Subject Property: 06 / 02 / 2022

25. Date Applicant first began using and occupying the Subject Property: 06 / 02 / 2022

26. Explain precisely how Applicant actually uses the Subject Property:

Medical & Behavioral Health Services

27. Explain in detail why Applicant feels the Subject Property qualifies for property tax exemption. Finally, describe precisely how applicant and the Subject Property fit within that statutory language.

Federally Qualified Health Center owned by 501(c)3 Organization

SECTION 3 – TENANT INFORMATION ☒ N/A

28. Identify all persons and entities other than Owner who have the right to use and occupy any part of the Subject Property. Include all tenants, licensees, and concessionaires of the Subject Property. Use the space provided on page 4 or attach additional pages as necessary. For each, include:
    a. Name of tenant or occupant.
    b. Their mailing address and phone number.
    c. Their interest in the Subject Property.
    d. A precise and detailed explanation of how they actually use the Subject Property.
    e. The date from which they began occupancy of the Subject Property.
    f. The monthly rate or fee they pay to use or occupy the Subject Property.
    g. An explanation of how rent or other fees they pay to use and occupy the Subject Property are used and applied.
    h. The portion of the Subject Property they use or occupy.

    Indicate number of users other than owner, if there are no other users, enter "None". Number of other users: ______

29. Identify the percentage of the Subject Property that is used or occupied by persons other than owner. ______ %

30. Was the subject Property used in an unrelated trade or business for which the Owner was subject to taxation under section 511 to 515 of the Internal Revenue Code? If Yes, explain: ☐ Yes ☐ No

SECTION 4 – ATTACHMENTS

31. **ATTACH COPIES OF THE FOLLOWING DOCUMENTS:**

A. Documents regarding applicant, owner, tenant(s), or occupant(s) of the Subject Property (where applicable):

1. Proof of non-profit status (e.g. Determination Letter under I.R.C. 501(c)(3)).
2. Partnership Agreement, Association Documents, Articles of Incorporation, Charter and By-laws, including any amendments thereto.
3. Latest annual report filed with State Department of Financial Institutions.
4. Curriculum of educational courses offered.
5. Part II of Form 1023 (Application for Recognition of Exemption) filed with the Internal Revenue Service.
6. Form 990 (Return of Organization Exempt from Income Tax).
7. Form 990T (Exempt Organization Business Income Tax Return).
8. Ordination papers for the occupants if the Subject Property is to be considered eligible as housing for pastors and their ordained assistants, members of religious order and communities, or ordained teachers.
9. Leases and subleases affecting the Subject Property or any part thereof, including all amendments thereto.
10. Concessionaire agreements, license agreements, and other documents regarding the use of occupancy of the Subject Property or any part thereof, including all amendments thereto.
11. Covenants, restrictions, rules and regulations (recorded or unrecorded), and all amendments thereto, affecting use or occupancy of the Subject Property or title thereto and all amendments thereto.
12. Mortgages (recorded or unrecorded) affecting the Subject Property.
13. Copy of the documents listed in 1 through 12 above as the same relate to any tenant or occupant of the property.
14. Any other information that would aid in determining exempt status.

B. Documents regarding the Subject Property:

1. Survey of the Subject Property. This includes certified survey maps and subdivision maps and plats.
2. An Appraisal of the Subject Property.
3. Deeds or instruments of conveyance by which organization acquired interest in the Subject Property.
4. Any other information that would aid in determining exempt status.

SECTION 5 – AFFIDAVIT

Under penalties of perjury, I, on behalf of the above-named organization/Applicant, hereby certify that I am authorized to sign and submit this application, and that the information and documents submitted herewith are true and correct to the best of my knowledge and belief.

Title	Telephone	Date
CEO	(920) 940 – 8016	1-19-2023
Signature	Name *(printed)*	
[signature]	Kimberly Franzen	

STATE OF WISCONSIN
COUNTY OF: Brown

Subscribed and sworn to before me this 19th day of January, 2023

[signature]

Notary Public
My Commission expires on 8-12-2023

PATTI G. DUAIME
(Seal)
NOTARY
PUBLIC
STATE OF WISCONSIN

Note: The following text is an excerpt from Stat., Sec. 70.11. Refer to current Wisconsin Statutes for the complete language or sections applicable to the exemption of property from taxation.

70.11 Property exempted from taxation. The property described in this section is exempted from general property taxes if the property is exempt under sub. (1), (2), (18), (21), (27) or (30); if it was exempt for the previous year and its use, occupancy or ownership did not change in a way that makes it taxable; if the property was taxable for the previous year, the use, occupancy or ownership of the property changed in a way that makes it exempt and its owner, on or before March 1, files with the assessor of the taxation district where the property is located a form that the department of revenue prescribes or if the property did not exist in the previous year and its owner, on or before March 1, files with the assessor of the taxation district where the property is located a form that the department of revenue prescribes. Except as provided in subs. (3m)(c), (4)(b), (4a) (f), and (4d), leasing a part of the property described in this section does not render it taxable if the lessor uses all of the leasehold income for maintenance of the leased property, construction debt retirement of the leased property or both and if the lessee would be exempt from taxation under this chapter if it owned the property. Any lessor who claims that leased property is exempt from taxation under this chapter shall, upon request by the tax assessor, provide records relating to the lessor's use of the income from the leased property.

Additional information:

Federally Qualified Health Center owned by 501(c)3 Organization

Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
January 31, 2023	

AGENDA ITEM # E.2

For consideration and possible action the request for reimbursement of 2022 property taxes total of $14,102.83 for 14-426 (612 Stuart St), 14-410 (304 S Quincy St), and 14-410-A (618 Stuart St) for St. John's Ministries contingent on Assessors determination of exempted status.

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

St. John's Ministries would like to appeal and request reimbursement of the 2022 property tax bill for $14,102.83.

- Net Property tax = $13,340.94
- Special Assessment – Street Improvements = $761.89

Wisconsin Property Tax Exemption Request form was not submitted to the City Assessor by 3/1/2022.

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. St. Johns 2022 taxes reimburesement request packet

City of Green Bay Law Department
100 North Jefferson Street • Room 200
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3080
Fax 920.448.3081

January 26, 2023

St. John's Ministries
Dr. Alexia Wood
Via Email: awood@stjohnsgreenbay.org

Re: Request for Reimbursement - Property Tax Assessments for Tax Parcels 14-426 (612 Stuart St), 14-410 (304 S. Quincy St.), 14-410-A (618 Stuart St.)

Dear Dr. Wood,

A request for reimbursement of the property taxes for the above-referenced parcels will be heard by the Finance Committee at 4:30, on Tuesday, January 31, 2023. City staff will provide the assessment letters, tax bills, and communications to the Committee for review. The Finance Committee will hear from a representative of St. John's for this agenda item. You are not required to provide a written statement, but if you would like to provide any documents for the Committee, please send to me via email by 9:00 a.m. on Friday, January 27, 2023. You can participate in the meeting via Zoom or in-person at City Hall. The agenda and packet of information for the Finance Committee can be reviewed on the City's website:

https://greenbaywi.gov/129/Meetings-Agendas-Minutes

The action of the Committee is a recommendation to the Common Council, to be considered by the Common Council on February 7, 2023, at 6 p.m. You may also participate in this meeting via Zoom or in-person at City Hall. All materials from the Committee will be forwarded on to the Common Council – no additional action will be necessary on your part.

As discussed on our call January 25, 2023, it's important for St. John's to take appropriate action regarding payment of the property taxes due January 31, 2023 (a partial payment is due by January 31, 2023). The City cannot rescind or delay payment of the taxes by the deadline and failure to make the required payment could cause late fees or penalties to be incurred.

Please contact me with any questions.

Sincerely,

Lacey Cochart

Lacey Cochart
Deputy City Attorney

cc: City Assessor
Director of Finance
City Clerk

REAL ESTATE PROPERTY TAX BILL FOR 2022 **CITY OF GREEN BAY**

Bill #: 6096097
Parcel #: 14-426
Alt. Parcel #:

ST JOHN EVANGELIST HOMELESS SHELTER INC
PO BOX 1743
GREEN BAY WI 54305

Total Due For Full Payment
By January 31, 2023
$12,492.23
-- OR --
Pay First Installment
By January 31, 2023
$6,488.31

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

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

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

ONLINE: www.browncountywi.gov/propertytax
Use Guest sign-in. Enter Parcel# only in Property# field for best results.
VPS Convenience Fees: E-check $1.25, Personal Visa Debit Cards $3.95, and Credit Cards/Other Debit Cards 2.55%

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

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

NOTE: Homeowners check for Lottery Credit deduction on Primary Residence only.
For mailing address changes go to www.browncountywi.gov/addresschange
Receipts are available at www.browncountywi.gov/propertysearch
Postponed 2nd installment payments will be collected by Brown County.

STATE OF WISCONSIN
REAL ESTATE PROPERTY TAX BILL FOR 2022
CITY OF GREEN BAY
BROWN COUNTY

BILL NO. 6096097 SEQ# 27971
Correspondence should refer to parcel number
PARCEL#: 14-426

Property Address
612 STUART ST

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.	A star in this box means unpaid prior year taxes
81,400	565,000	646,400	0.9548	85,300	591,700	677,000	

Taxing Jurisdiction	2021 Est. State Aids Allocated Tax Dist.	2022 Est. State Aids Allocated Tax Dist.	2021 Net Tax	2022 Net Tax	% Tax Change
CITY OF GREEN BAY	20,996,476	21,030,432	4,628.57	4,900.97	5.9%
NORTHEAST WI VTAE	7,132,654	7,420,438	439.14	449.07	2.3%
GREEN BAY SCH DIST	147,850,851	157,043,333	4,500.12	4,550.06	1.1%
BROWN COUNTY	2,501,522	2,563,129	2,150.22	2,175.78	1.2%
Total	178,481,503	188,057,332	11,718.05	12,075.88	3.1%
First Dollar Credit			67.69	68.03	0.5%
Lottery & Gaming Credit					
Net Property Tax			11,650.36	12,007.85	3.1%

Gross Property Tax	12,075.88
First Dollar Credit	-68.03
Lottery Credit	
Net Property Tax	12,007.85
STREET IMPROV.	484.38

TOTAL DUE FOR FULL PAYMENT
PAY BY **January 31, 2023**
▶ $ 12,492.23

Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty.
Failure to pay on time. See reverse.

Installments may be paid as follows:
6488.31 DUE BY 01/31/2023
6003.92 DUE BY 07/31/2023

School taxes reduced by school levy tax credit $ 868.82

IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.

ST JOHN EVANGELIST HOMELESS SHELTEI 2956900 2939065 ACRES: 0.220
PO BOX 1743
GREEN BAY WI 54305

0.220 AC M/L PLAT OF ASTOR
LOT 16 BLK 37 EXC THE ELY 6
FT

Net Assessed Value Rate (Does NOT reflect credits)
0.018681742

RETAIN THIS PORTION AS YOUR COPY

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

PA-685/3 (R. 8-15)

FOR INFORMATIONAL PURPOSES ONLY
- Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
GREEN BAY SCH DIST	11,697,967.00	866.97	2027

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

PRESORTED
FIRST CLASS MAIL
US POSTAGE PAID
UMS

TAX BILL ENCLOSED
for 14-426

FORWARDING SERVICE REQUESTED

ST JOHN EVANGELIST HOMELESS SHELTER INC
PO BOX 1743
GREEN BAY WI 54305

REAL ESTATE PROPERTY TAX BILL FOR 2022 — CITY OF GREEN BAY

Bill #: 6096083
Parcel #: 14-410-A
Alt. Parcel #:

ST JOHN EVANGELIST HOMELESS SHELTER INC
PO BOX 1743
GREEN BAY WI 54305

Total Due For Full Payment
By January 31, 2023
$1,054.74
-- OR --
Pay First Installment
By January 31, 2023
$527.37

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

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

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

ONLINE: www.browncountywi.gov/propertytax
Use Guest sign-in. Enter Parcel# only in Property# field for best results.
VPS Convenience Fees: E-check $1.25, Personal Visa Debit Cards $3.95, and Credit Cards/Other Debit Cards 2.55%

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

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

NOTE: Homeowners check for Lottery Credit deduction on Primary Residence only.
For mailing address changes go to www.browncountywi.gov/addresschange
Receipts are available at www.browncountywi.gov/propertysearch
Postponed 2nd installment payments will be collected by Brown County.

STATE OF WISCONSIN
REAL ESTATE PROPERTY TAX BILL FOR 2022
CITY OF GREEN BAY
BROWN COUNTY

BILL NO. 6096083 SEQ# 27970
Correspondence should refer to parcel number
PARCEL#: 14-410-A

Property Address
618 STUART ST

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.	A star in this box means unpaid prior year taxes
52,100	8,000	60,100	0.9548	54,600	8,400	63,000	

Taxing Jurisdiction	2021 Est. State Aids Allocated Tax Dist.	2022 Est. State Aids Allocated Tax Dist.	2021 Net Tax	2022 Net Tax	% Tax Change
CITY OF GREEN BAY	20,996,476	21,030,432	419.27	455.67	8.7%
NORTHEAST WI VTAE	7,132,654	7,420,438	39.78	41.75	5.0%
GREEN BAY SCH DIST	147,850,851	157,043,333	407.63	423.05	3.8%
BROWN COUNTY	2,501,522	2,563,129	194.77	202.30	3.9%
Total	178,481,503	188,057,332	1,061.45	1,122.77	5.8%
	First Dollar Credit		67.69	68.03	0.5%
	Lottery & Gaming Credit				
	Net Property Tax		993.76	1,054.74	6.1%

Gross Property Tax	1,122.77
First Dollar Credit	-68.03
Lottery Credit	
Net Property Tax	1,054.74

School taxes reduced by school levy tax credit $80.78

IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.
2956900 2944280 ACRES: 0.166
0.166 AC M/L PLAT OF ASTOR
PART OF LOTS 1 & 2 AS DESC IN
J16002-15 BLK 37

ST JOHN EVANGELIST HOMELESS SHELTE[R]
PO BOX 1743
GREEN BAY WI 54305

Net Assessed Value Rate (Does NOT reflect credits)
0.018681742

RETAIN THIS PORTION AS YOUR COPY

TOTAL DUE FOR FULL PAYMENT
PAY BY **January 31, 2023**
▶ $ 1,054.74

Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty.
Failure to pay on time. See reverse.

PA-685/3 (R. 8-15)

Installments may be paid as follows:
527.37 DUE BY 01/31/2023
527.37 DUE BY 07/31/2023

FOR INFORMATIONAL PURPOSES ONLY
- Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
GREEN BAY SCH DIST	11,697,967.00	80.60	2027

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

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

PRESORTED
FIRST CLASS MAIL
US POSTAGE PAID
UMS

TAX BILL ENCLOSED
for 14-410-A

FORWARDING SERVICE REQUESTED

ST JOHN EVANGELIST HOMELESS SHELTER INC
PO BOX 1743
GREEN BAY WI 54305

REAL ESTATE PROPERTY TAX BILL FOR 2022 **CITY OF GREEN BAY**

Bill #: 6096082
Parcel #: 14-410
Alt. Parcel #:

ST JOHN EVANGELIST HOMELESS SHELTER INC
PO BOX 1743
GREEN BAY WI 54305

Total Due For Full Payment
By January 31, 2023
$555.86
-- OR --
Pay First Installment
By January 31, 2023
$416.69

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

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

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

ONLINE: www.browncountywi.gov/propertytax
Use Guest sign-in. Enter Parcel# only in Property# field for best results.
VPS Convenience Fees: E-check $1.25, Personal Visa Debit Cards $3.95, and Credit Cards/Other Debit Cards 2.55%

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

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

NOTE: Homeowners check for Lottery Credit deduction on Primary Residence only.
For mailing address changes go to www.browncountywi.gov/addresschange
Receipts are available at www.browncountywi.gov/propertysearch
Postponed 2nd installment payments will be collected by Brown County.

STATE OF WISCONSIN
REAL ESTATE PROPERTY TAX BILL FOR 2022
CITY OF GREEN BAY
BROWN COUNTY

BILL NO. 6096082 SEQ# 27969
Correspondence should refer to parcel number
PARCEL#: 14-410

Property Address
304 S QUINCY ST

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.	A star in this box means unpaid prior year taxes
14,900		14,900	0.9548	15,600		15,600	

Taxing Jurisdiction	2021 Est. State Aids Allocated Tax Dist.	2022 Est. State Aids Allocated Tax Dist.	2021 Net Tax	2022 Net Tax	% Tax Change
CITY OF GREEN BAY	20,996,476	21,030,432	124.41	112.97	-9.2%
NORTHEAST WI VTAE	7,132,654	7,420,438	11.80	10.35	-12.3%
GREEN BAY SCH DIST	147,850,851	157,043,333	120.95	104.88	-13.3%
BROWN COUNTY	2,501,522	2,563,129	57.79	50.15	-13.2%
Total	178,481,503	188,057,332	314.95	278.35	-11.6%
First Dollar Credit					
Lottery & Gaming Credit					
Net Property Tax			314.95	278.35	-11.6%

Gross Property Tax	278.35
First Dollar Credit	
Lottery Credit	
Net Property Tax	278.35
STREET IMPROV.	277.51

School taxes reduced by school levy tax credit $20.03

IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.

ST JOHN EVANGELIST HOMELESS SHELTEI 2956900 2944280 ACRES: 0.137
PO BOX 1743
GREEN BAY WI 54305

0.137 AC M/L PLAT OF ASTOR
LOT 1 EX J16002-15 & EX ALLEY
BLK 37

Net Assessed Value Rate (Does NOT reflect credits)
0.018681742

RETAIN THIS PORTION AS YOUR COPY

TOTAL DUE FOR FULL PAYMENT
PAY BY **January 31, 2023**
▶ **$** 555.86

Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty.
Failure to pay on time. See reverse.

PA-6853 (R. 8-15)

Installments may be paid as follows:
416.69 DUE BY 01/31/2023
139.17 DUE BY 07/31/2023

FOR INFORMATIONAL PURPOSES ONLY
- Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
GREEN BAY SCH DIST	11,697,967.00	19.98	2027

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

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

PRESORTED
FIRST CLASS MAIL
US POSTAGE PAID
UMS

TAX BILL ENCLOSED
for 14-410

FORWARDING SERVICE REQUESTED

ST JOHN EVANGELIST HOMELESS SHELTER INC
PO BOX 1743
GREEN BAY WI 54305

Assessor's Office
100 North Jefferson Street • Room 102
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3066
Fax 920.448.3140

September 14, 2022

ST JOHN EVANGELIST HOMELESS SHELTER INC
PO BOX 1743
GREEN BAY WI 54305

2022 Notice of Assessment
This is not a tax bill
Under state law (Section 70.365 of the Wisconsin Statutes), your property assessment for 2022 is listed below.

Tax key number: 14-426 located in the City of Green Bay, Brown County
Legal description: 0.220 AC M/L PLAT OF ASTOR LOT 16 BLK 37 EXC THE ELY 6 FT
Property address: 612 Stuart St

	General Property			PFC/MFL
Year	**Land**	**Buildings**	**Total**	**Total**
2021	$73,300	$399,200	$472,500	$0
2022	$81,400	$565,000	$646,400	$0
Net change in assessment			$173,900	$0

Reasons for Change	
Land	Revalue
Buildings/Impts	Revalue

Open Book: September 26, 2022 – October 11, 2022 Weekdays from 8:00 AM – 4:30 PM
Online / Phone / Email
To access the assessment roll, please visit the City's website at greenbaywi.gov/assessor
Board of Review: October 19, 2022 9:00 AM Council Chambers, 100 N Jefferson St., Green Bay, WI 54301
For more details on attending the Board of Review please refer to the City's website at greenbaywi.gov or call for assistance.

Municipal clerk: Celestine Jeffreys (920)448-3010 clerk@greenbaywi.gov

Appraiser: Nichole Tesch (920)448-3067 nichole.tesch@greenbaywi.gov

If you would like to discuss your assessment, please contact the appraiser listed above by phone or email as soon as possible.

Assessment Information
State law (Section 70.32 of the WI Statutes) requires the assessment of taxable property (except agricultural, agricultural forest, and undeveloped) at full value as of January 1 each year. Assessments at a percentage of full value are acceptable when applied uniformly. To determine if your assessment is fair, you must analyze it in relation to full value. This is done by dividing your assessment by the general level of assessment for your municipality, which is estimated to be 100.00%.

Under Wisconsin law, generally, the assessor may not change the assessment of property based solely on the recent arm's length sale of the property without adjusting the assessed value of comparable properties in the same market area. For information on the assessment of properties that have recently sold, visit the Internet site of the Department of Revenue at https://www.revenue.wi.gov/Pages/ERETR/data-home.aspx.

To Appeal Your Assessment
First, discuss with your local assessor. Questions can often be answered by the assessor and not require an appeal to Board of Review (BOR). To file a formal appeal, give notice of your intent to appeal by contacting the BOR clerk at least 48 hours before the BOR begins. Complete and file your appeal form with the BOR clerk no later than the first two hours of the BOR's first meeting. Make sure you file a completed form or the BOR may not review your appeal. For more information on the appeal process, contact the municipal clerk listed above. Review the "Guide for Property Owners" (https://www.revenue.wi.gov/Pages/HTML/govpub.aspx). For a paper copy, email bapdor@wisconsin.gov or call (608) 266-7750.

CONTINUED ON BACK

Assessor's Office
100 North Jefferson Street • Room 102
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3066
Fax 920.448.3140

September 14, 2022

ST JOHN EVANGELIST HOMELESS SHELTER INC
PO BOX 1743
GREEN BAY WI 54305

2022 Notice of Assessment
This is not a tax bill
Under state law (Section 70.365 of the Wisconsin Statutes), your property assessment for 2022 is listed below.

Tax key number: 14-410-A located in the City of Green Bay, Brown County
Legal description: 0.166 AC M/L PLAT OF ASTOR PART OF LOTS 1 & 2 AS DESC IN J16002-15 BLK 37
Property address: 618 Stuart St

	General Property			**PFC/MFL**
Year	**Land**	**Buildings**	**Total**	**Total**
2021	$36,800	$6,000	$42,800	$0
2022	$52,100	$8,000	$60,100	$0
		Net change in assessment	$17,300	$0

Reasons for Change	
Land	Revalue
Buildings/Impts	Revalue

Open Book: September 26, 2022 – October 11, 2022 Weekdays from 8:00 AM – 4:30 PM
Online / Phone / Email
To access the assessment roll, please visit the City's website at greenbaywi.gov/assessor
Board of Review: October 19, 2022 9:00 AM Council Chambers, 100 N Jefferson St., Green Bay, WI 54301
For more details on attending the Board of Review please refer to the City's website at greenbaywi.gov or call for assistance.

Municipal clerk: Celestine Jeffreys (920)448-3010 clerk@greenbaywi.gov

Appraiser: Nichole Tesch (920)448-3067 nichole.tesch@greenbaywi.gov

If you would like to discuss your assessment, please contact the appraiser listed above by phone or email as soon as possible.

Assessment Information
State law (Section 70.32 of the WI Statutes) requires the assessment of taxable property (except agricultural, agricultural forest, and undeveloped) at full value as of January 1 each year. Assessments at a percentage of full value are acceptable when applied uniformly. To determine if your assessment is fair, you must analyze it in relation to full value. This is done by dividing your assessment by the general level of assessment for your municipality, which is estimated to be 100.00%.

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CONTINUED ON BACK

Assessor's Office
100 North Jefferson Street • Room 102
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3066
Fax 920.448.3140

September 14, 2022

ST JOHN EVANGELIST HOMELESS SHELTER INC
PO BOX 1743
GREEN BAY WI 54305

2022 Notice of Assessment
This is not a tax bill
Under state law (Section 70.365 of the Wisconsin Statutes), your property assessment for 2022 is listed below.

Tax key number: 14-410 located in the City of Green Bay, Brown County
Legal description: 0.137 AC M/L PLAT OF ASTOR LOT 1 EX J16002-15 & EX ALLEY BLK 37
Property address: 304 S Quincy St

	General Property			PFC/MFL
Year	**Land**	**Buildings**	**Total**	**Total**
2021	$12,700	$0	$12,700	$0
2022	$14,900	$0	$14,900	$0
Net change in assessment			$2,200	$0

Reasons for Change	
Land	Revalue
Buildings/Impts	

Open Book: September 26, 2022 – October 11, 2022 Weekdays from 8:00 AM – 4:30 PM
Online / Phone / Email
To access the assessment roll, please visit the City's website at greenbaywi.gov/assessor
Board of Review: October 19, 2022 9:00 AM Council Chambers, 100 N Jefferson St., Green Bay, WI 54301
For more details on attending the Board of Review please refer to the City's website at greenbaywi.gov or call for assistance.

Municipal clerk: Celestine Jeffreys (920)448-3010 clerk@greenbaywi.gov

Appraiser: Kristi Norton (920)448-3072 kristi.norton@greenbaywi.gov

If you would like to discuss your assessment, please contact the appraiser listed above by phone or email as soon as possible.

Assessment Information
State law (Section 70.32 of the WI Statutes) requires the assessment of taxable property (except agricultural, agricultural forest, and undeveloped) at full value as of January 1 each year. Assessments at a percentage of full value are acceptable when applied uniformly. To determine if your assessment is fair, you must analyze it in relation to full value. This is done by dividing your assessment by the general level of assessment for your municipality, which is estimated to be 100.00%.

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CONTINUED ON BACK

Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
January 31, 2023	

AGENDA ITEM # E.3

For consideration with possible action the renewal of the Environmental Systems Research Institute, Inc (ESRI) software for three years at $214,425.00.

BACKGROUND

This is a renewal under the Enterprise License agreement.

RECOMMENDATION

Approve.

FISCAL IMPACT

ATTACHMENTS

1. ESRI renewal packet

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: November 21, 2022

RE: Purchasing Request

Cc: Diana Ellenbecker

Report by Mike Hronek, Thomas J. Walenski

Discussion and possible action on the renewal of the Environmental Systems Research Institute, Inc (ESRI) Small Government Enterprise License Agreement (SGELA) for three years at $214,425.00.

This is a renewal under the Enterprise License agreement.

ESRI software manages numerous spatial datasets including water, sewer(s) and pavement networks. As part of its logistics management capabilities it efficiently routes daily bulk sanitation, brush and white goods pickup routes. Other applications include its use in every building permit application, redistricting, request for service routing, crime analysis and prevention.

Respectfully Submitted

Thomas J. Walenski
City of Green Bay – Procurement Manager

November 23, 2022

Mr. Michael Hronek
City of Green Bay
100 N Jefferson St Rm 416
Green Bay, WI 54301-5006

Dear Michael,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

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

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri’s Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

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

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

   "THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

   Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.

3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.

4. Send the purchase order and agreement to the address, email or fax noted below:

Esri	e-mail: service@esri.com
Attn: Customer Service SG-EA	fax documents to: 909-307-3083
380 New York Street	
Redlands, CA 92373-8100	

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

Thank you very much for your consideration.

Best Regards,

Jason Fetch

Quotation # Q-470660

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

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 11/23/2022 To: 2/21/2023

Date: November 23, 2022

Customer # 12223   Contract # ENTERPRISE AGREEMENT

City of Green Bay
Information Technology Dept
100 N Jefferson St Rm 416
Green Bay, WI 54301-5006

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

Material	Qty	Term	Unit Price	Total
168179	1	Year 1	$59,675.00	$59,675.00
		Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement		
168179	1	Year 2	$59,675.00	$59,675.00
		Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement		
168179	1	Year 3	$59,675.00	$59,675.00
		Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement		
168441	1	Year 1	$6,000.00	$6,000.00
		ArcGIS GeoEvent Server Populations of 50,001 to 100,000 Small Government Term Enterprise Agreement		
168441	1	Year 2	$6,000.00	$6,000.00
		ArcGIS GeoEvent Server Populations of 50,001 to 100,000 Small Government Term Enterprise Agreement		
168441	1	Year 3	$6,000.00	$6,000.00
		ArcGIS GeoEvent Server Populations of 50,001 to 100,000 Small Government Term Enterprise Agreement		
182294	188		$30.00	$5,640.00
		ArcGIS Location Sharing User Type Extension for ArcGIS Online Annual Subscription - Year 1		

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

For questions contact:	Email:	Phone:
Jason Fetch	jfetch@esri.com	651-454-0600 x2331

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

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

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

Quotation # Q-470660

Date: November 23, 2022

Customer # 12223 Contract # ENTERPRISE AGREEMENT

City of Green Bay
Information Technology Dept
100 N Jefferson St Rm 416
Green Bay, WI 54301-5006

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 11/23/2022 To: 2/21/2023

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

Material	Qty	Term	Unit Price	Total
182294	188		$30.00	$5,640.00
ArcGIS Location Sharing User Type Extension for ArcGIS Online Annual Subscription - Year 2				
182294	188		$30.00	$5,640.00
ArcGIS Location Sharing User Type Extension for ArcGIS Online Annual Subscription - Year 3				
178625	2		$80.00	$160.00
ArcGIS Business Analyst Web App Standard Online Term License - Year 1				
178625	2		$80.00	$160.00
ArcGIS Business Analyst Web App Standard Online Term License - Year 2				
178625	2		$80.00	$160.00
ArcGIS Business Analyst Web App Standard Online Term License - Year 3				

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For questions contact:	Email:	Phone:
Jason Fetch	jfetch@esri.com	651-454-0600 x2331

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

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esri THE SCIENCE OF WHERE

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Quote is valid from: 11/23/2022 To: 2/21/2023

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

Subtotal:	$214,425.00
Sales Tax:	$0.00
Estimated Shipping and Handling (2 Day Delivery):	$0.00
Contract Price Adjust:	$0.00
Total:	$214,425.00

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

For questions contact:	**Email:**	**Phone:**
Jason Fetch	jfetch@esri.com	651-454-0600 x2331

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

Esri Use Only:
Cust. Name ______________
Cust. # ______________
PO # ______________
Esri Agreement # ___________

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

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

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

Table A
List of Products

Uncapped Quantities

Desktop Software and Extensions (Single Use)
ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

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

Enterprise Additional Capability Servers
ArcGIS Image Server

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

Limited Quantities
One (1) Professional subscription to ArcGIS Developer
Two (2) ArcGIS CityEngine Single Use Licenses
250 ArcGIS Online Viewers
250 ArcGIS Online Creators
37,500 ArcGIS Online Service Credits
250 ArcGIS Enterprise Creators
5 ArcGIS Insights in ArcGIS Enterprise
5 ArcGIS Insights in ArcGIS Online
50 ArcGIS Tracker for ArcGIS Enterprise
50 ArcGIS Tracker for ArcGIS Online
4 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
4 ArcGIS Utility Network User Type Extensions (Enterprise)
4 ArcGIS Trace Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	**4**
Number of Tier 1 Help Desk individuals authorized to call Esri	**4**
Maximum number of sets of backup media, if requested*	**2**
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

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

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

Term of Agreement: Three (3) years

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

Accepted and Agreed:

____
(Customer)

By: ______________________________________
Authorized Signature

Printed Name: ______________________________

Title: ______________________________________

Date: ______________________________________

CUSTOMER CONTACT INFORMATION

Contact: ____________________________________

Address: ____________________________________

City, State, Postal Code: ______________________

Country: ____________________________________

Quotation Number (if applicable): _______________

Telephone: ____________________________________

Fax: ____

E-mail: ______________________________________

1.0—ADDITIONAL DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

2.0—ADDITIONAL GRANT OF LICENSE

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

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

3.0—TERM, TERMINATION, AND EXPIRATION

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

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

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

3.4 **Termination for Lack of Funds.** For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

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

4.0—PRODUCT UPDATES

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

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

5.0—MAINTENANCE

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

a. Tier 1 Support

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

b. Tier 2 Support

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

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

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

6.0—ENDORSEMENT AND PUBLICITY

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

7.0—ADMINISTRATIVE REQUIREMENTS

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

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

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

c. Esri's federal ID number is 95-2775-732.

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

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

a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

b. The following information will be included in each Ordering Document:

(1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

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

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

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

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

Report to the
Finance Committee
of the City of Green Bay

MEETING DATE	PREPARED BY
January 31, 2023	

AGENDA ITEM # E.4

Consideration with possible action on a request to purchase a Graco Grindlazer pavement marking eradicator from Sherwin Industries in the amount of $57,554.

BACKGROUND

In 2022, the Common Council approved a program for pedestrian safety enhancements across the City that included the installation Rectangular Rapid Flashing Beacons (RRFB) and the enhancement of pedestrian crosswalks. Included with this request was the purchase of a new, highly durable, pavement marking machine, and an eradicator. The eradicator serves multiple functions. First, it removes existing pavement marking, providing a clean surface for the new paint to adhere to. Second, it provides a very slight recess for the paint at or slightly below pavement, protecting the marking from abrasion.

Staff has researched various eradicators and has determined that the Graco Grindlazer is the appropriate piece of equipment to be used in this application. The Department of Public Works has provided justification for selection of this equipment on the attached Request for Approval of "No Substitute" Purchase Specification. Staff reached out to the local vendor and obtained a price quotation for the equipment. The Purchasing Manager also reached out to obtain a quote from Sourcewell, one of the competitive bidding cooperatives the City utilizes. The quote from the supplier was better pricing than the Sourcewell quote.

RECOMMENDATION

Staff recommends award for purchase of the Graco Grindlazer pavement marking eradicator to Sherwin Industries in the amount of $57,554.

FISCAL IMPACT

ATTACHMENTS

1. Graco GrindLazer Quote - City of Green Bay
2. City of Green Bay DPW
3. SIGNED SOLE SOURCE FORM

Sherwin Industries, Inc.

Quotation

2129 W. Morgan Avenue Milwaukee, WI 53221 Corporate Office (414) 281-6400 Fax (414) 281-6404

Customer Information:
City of Green Bay - DPW
Josh Brassfield 920-492-3748
519 S. Oneida Street Green Bay, WI 54911
nathan.wachtendonk@greenbaywi.gov

Date: 11/22/2022
NOTE: Quotation is good for 7 days from the above date. Prices quoted are for quantities shown only.

Part #	Description	Unit Price	Per	Quantity	Total
25R996	DC1021 G DCS GrindLazer w/ 10” PCD Nano-Round Drum	$26,879.67	EA	1	$26,879.67
26B276	DC89G w/ 8” PCD Flat Drum	$9,727.16	EA	1	$9,727.16
25M860	Graco LazerVac 550G	$10,922.35	EA	1	$10,922.35
25R090	Graco Cyclone LP Separator	$2,215.88	EA	1	$2,215.88
262005	Graco LineDriver HD	$7,809.00	EA	1	$7,809.00
	In-person initial start-up, operational and maintenance training included at no charge by a Graco factory trained rep included at no charge to the City of Green Bay				

If you have any questions concerning this quotation, please contact Keith Zepnick
Phone (920) 362-4467
Email: kzepnick@sherwinindustries.com

Subtotal	$57,554.06
Freight	INCLUDED
Sales Tax	N/A
Total	$57,554.06

SOURCEWELL PRICING WORKSHEET Contract #080521-CFC				DATE:	11/29/2022
PURCHASING AGENCY		CONTRACTOR	AUTHORIZED DISTRIBUTOR		
City of Green Bay DPW		Crafco, Inc.	Sherwin Industries, Inc.		
Nathan Wachtendonk		Angie Hoaglin	Randy S. Jackson		
920-492-3748		602-276-0406	414-281-6400		
FAX:		480-961-0513	414-281-0691		
nathan.wachtendonk@greenbaywi.gov		angie.hoaglin@crafco.com	rjackson@sherwinindustries.com		
519 S. Oneida Street Green Bay, WI 54911					
EQUIPMENT PART #/DESCRIPTION:				**Discounted Contract Price**	
Part Number	**Description**				**Price**
25M860	Graco LazerVac 550G				$11,687.50
EQUIPMENT OPTIONS: (Listed in Contract)					
Price for options requiring mutiple units please list the total price not the each price.					
QTY/Part #/Description	**Price**	**QTY/Part #/Description**	**Price**		
1/25R090/Graco Cyclone Separator	$2,337.50		$ -		
1/262005/Graco LineDriver HD	$9,273.50		$ -		
1/25R996/Graco GrindLazer DC1021	$ 28,339.00		$ -		
DCS w/ 10" Nano-Round Drum	$ -		$ -		
1/26B276/Graco DC89G W/ 8" PCD Flat Drum	$ 10,225.50		$ -		
	$ -		$ -		
	$ -		$ -		
	$ -		$ -		
				Subtotal:	$ 50,175.50
UNPUBLISHED OPTIONS: (Items not shown it the Contract Price List)					
Price for options requiring mutiple units please list the total price not the each price.					
QTY/Part #/Description	**Price**	**QTY/Part #/Description**	**Price**		
	$ -		$ -		
	$ -		$ -		
	$ -		$ -		
	$ -		$ -		
	$ -		$ -		
	$ -		$ -		
				Subtotal:	$ -
	QUANTITY	1		Equipment Total:	$ 61,863.00
MATERIALS: (Listed in Contract Price list)					
Part #/Description	**Units**	**Price/unit**	**TOTAL**		
		$ -	$ -		
		$ -	$ -		
		$ -	$ -		
			Material Total:		$ -
TRADE-INS/DISC./FREIGHT/TAX					
Description	**Price**	**Description**	**Price**		
			$ -		
	$ -		$ -		
	$ -		$ -		
				Subtotal	$ -
				TOTAL:	$ 61,863.0000

Crafco Approval By: Angie Hoaglin

Date: 11/29/2022

Not Valid Without Approval

City of Green Bay, Wisconsin

REQUEST FOR APPROVAL OF "NO SUBSTITUTE" PURCHASE SPECIFICATION

TO : Purchasing Division/Administrative Services DATE: *01/17/23*

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

List "No Substitute" Item(s) here:

Pavement marking removal machine and attachments.

Select One:

- [x] 1) One Time Purchase — Estimated Cost: $ *$57,554*
- [ ] 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 is expanding the pavement marking program which includes the purchase of equipment to remove existing pavement markings in crosswalks and intersections. After in-depth research on various manufactures and types of equipment, the department Determined that the Graco Grindlazer offered the best value, ease of operation, and components from this machine can be utilized with current pavement marking equipment, resulting in a cost savings and reduced downtime in the event of a breakdown.
Additionally, the selling dealer, Sherwin Industries provides in-state service support and parts inventory along with no charge in-person training including initial start-up, operation, maintenance, and proper cleaning from a Graco certified representative.

Approvals:

Requestor: [signature] Date: 1-17-23

Department Head: [signature] Date: 01/19/23

Purchasing Manager: [signature] Date: 1-19-23

H:\Forms\No Substitute Approval form.doc

Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
January 31, 2023	

AGENDA ITEM # E.5

For consideration with possible action staff recommendation for the use of American Rescue Plan Act (ARPA) allocation for a total of $5,576,880. Item was referred to staff to bring back recommendation from the August 30, 2022 Common Council Meeting.

BACKGROUND

1. For consideration with possible action the use of American Rescue Plan Act (ARPA) allocation within the Capital Needs and Organization Priorities category for a total of $250,000 to be used for project #7-2-209 for flood mitigation grant assistance for property owners in the East River flood plain area for designated improvements and remedies. $250,000.00
2. For consideration with possible action the use of American Rescue Plan Act (ARPA) allocation within the Capital Needs and Organization Priorities category category for a total of $300,000 to be used for project #7-2-211 Director of Urban Planning and Design position for 3 years. $300,000.00
3. For consideration with possible action the use of American Rescue Plan Act (ARPA) allocation within the Capital Needs and Organization Priorities category category for a total of $150,000 to be used for project #6-2-211 Arts Grant program. $150,000.00
4. For consideration with possible action the use of American Rescue Plan Act (ARPA) allocation within the Capital Needs and Organization Priorities category category for a total of $50,000 to be used for project #6-2-212 Rotating Arts program. $50,000.00
5. For consideration with possible action the use of American Rescue Plan Act (ARPA) allocation to receive and place on file the project #6-2-206 Bronze Tree Marker project. $0.00
6. For consideration with possible action the use of American Rescue Plan Act (ARPA) allocation to receive and place on file the project #7-2-210 Christkindl Market project. $0.00
7. For consideration with possible action the use of American Rescue Plan Act (ARPA) allocation to receive and place on file the project #7-2-213 Artist Residency project. $0.00
8. For consideration with possible action the use of American Rescue Plan Act (ARPA) allocation to receive and place on file the project #7-2-214 Discover Green Bay project. $0.00
9. For consideration with possible action the use of American Rescue Plan Act (ARPA) allocation within the Economic Impact category for a total of $25,000 to be used for project #7-2-215 Shipyard District, Inc. streetscape improvements. $25,000.00
10. For consideration with possible action the use of American Rescue Plan Act (ARPA) allocation to receive and place on file the project #7-2-216 CityDeck improvements. $0.00
11. For consideration with possible action the use of American Rescue Plan Act (ARPA) allocation to receive and place on file the project #7-2-217 CityDeck/ Fox River Trail signage and improvements project. $0.00
12. For consideration with possible action the use of American Rescue Plan Act (ARPA) allocation to receive and place on file the project #6-6-209 Urban Design Consultant. $0.00
13. For consideration with possible action the use of American Rescue Plan Act (ARPA) allocation

within the Capital Needs and Organization Priorities category for a total of $1,000,000 to be used for project #7-6-212 Strategic Vacant Parcels project. $1,000,000.00

14. For consideration with possible action the use of American Rescue Plan Act (ARPA) allocation within the Economic Impact category for a total of $1,000,000 to be used for project #12-6-201 various Park improvements. $1,000,000.00
15. For consideration with possible action the use of American Rescue Plan Act (ARPA) allocation within the Economic Impact category for a total of $550,000 to be used for project #7-2-202 Sidewalk improvements. $550,000.00
16. For consideration with possible action the use of American Rescue Plan Act (ARPA) allocation to receive and place on file the project #7-3-207 Packerland/ West Mason Intersection safety project. $0.00
17. For consideration with possible action the use of American Rescue Plan Act (ARPA) allocation within the Economic Impact category for a total of $520,000 to be used for project #7-5-204 Baird Creek- Burgundy Ct sediment control project. $520,000.00
18. For consideration with possible action the use of American Rescue Plan Act (ARPA) allocation within the Economic Impact category for a total of $200,000 to be used for project #7-5-205 Baird Creek- Christa McAuliffe Park sediment control project. $200,000.00
19. For consideration with possible action the use of American Rescue Plan Act (ARPA) allocation to receive and place on file the project #7-5-208 Lacount & Fritsch Park erosion project. $0.00
20. For consideration with possible action the use of American Rescue Plan Act (ARPA) allocation within the Economic Impact category for a total of $353,400 to be used for project #11-6-201Police Department Overhire project. $353,400.00
21. For consideration with possible action the use of American Rescue Plan Act (ARPA) allocation within the Economic Impact category for a total of $40,000 to be used for project #1-6-301 Email Security project. $40,000.00
22. For consideration with possible action the use of American Rescue Plan Act (ARPA) allocation within the Economic Impact category for a total of $538,480 to be used for project #1-6-303 FY23 CIP project. $538,480.00
23. For consideration with possible action the use of American Rescue Plan Act (ARPA) allocation within the Capital Needs and Organization Priorities category for an increase of $300,000 to be used for project #2-2-003 Commercial Façade Improvements. $300,000.00
24. For consideration with possible action the use of American Rescue Plan Act (ARPA) allocation within the Capital Needs and Organization Priorities category for an increase of $200,000 to be used for project #2-2-006 Competitive Tourism grants $200,000.00
25. For consideration with possible action the use of American Rescue Plan Act (ARPA) allocation within the Economic Impact category for a total of $100,000 to be used for project #1-1-302 Daycare License Fees support $100,000.00

Grand total: $5,576,880.00

RECOMMENDATION

Staff recommends to approve as presented.

FISCAL IMPACT

ATTACHMENTS

1. Jan 2023 ARPA packet

2023 Categories

Summary of all proposed ARPA requests	Budget	Total Approved	Total Remaining
	ARPA Summary		
Capital Needs and Organizational Priorities	$10,000,000	$8,421,520	$1,578,480
Economic Impact Projects	$12,500,000	$8,501,600	$3,998,400
	$22,500,000	**$16,923,120**	**$5,576,880**

Summary of staff's ARPA recommendations	Budget	Total Approved	Total Refer to Staff	Recommending	Total Remaining
Capital Needs and Organizational Priorities	$10,000,000	$8,421,520	$1,600,000	$1,578,480	$0
Economic Impact Projects	$12,500,000	$8,501,600	$5,576,880	$3,998,400	$0
	$22,500,000	$16,923,120	$7,176,880	$5,576,880	$0

File Number	Staff	Category	Recommend Amount	Project/ Activity	Status
7-2-209	Cheryl Renier-Wigg	Affordable Housing Development and Small Business Support	$250,000	2.18 Housing Assistance $10,000.00 **grants to home owners in flood** plain areas to remedy and/ or assist them in flood mitigation efforts. (Alder Galvin), $1,000,000 requested	Jan 4 meeting: Staff met with Alder to discuss how to run program. Staff recommend $250,000
7-2-211	Neil Stechschulte	Affordable Housing Development and Small Business Support	$300,000	2.3 Tech Assistance Funding for a **3-year Director of Urban Planning and Design position**. This position will work directly for Downtown Green Bay, Inc. with direction outlined in a four-party agreement between the City of Green Bay and three downtown BIDs. The City is not staffed to provide services to the advancement of several key council-approved plans: Authenticity, Shared Vision Corridor Plan, EPA Shipyard Corridor Redevelopment Plan, 1997 Plan, 2001 Olde Main Design Plan, Broadway District Design Plan, and other plans. The importance of these plans cannot be understated given that the highest tax base density is rooted in downtown and presents the most opportunity for the growth of taxable development. General duties and responsibilities of this position will include the advancement of public spaces, development and implementation of urban design standards, execution of streetscape plans, site development and modeling to promote new development on vacant lots (housing and commercial), and grant writing/resource allocation for private and public investments. A large portion of the downtown area is in qualified census tract and promotes equitable community development. It also serves the small business community that was negatively impacted. Nearby communities are investing and thriving in their respective nodes (Titletown District, Howard Commons, Allouez, etc.) the downtown BIDs wish to keep pace with neighbors by investing in the physical spaces of downtown to make it attractive to visitors and residents. The budget for this position is an anticipated salary range of $70,000 per year plus taxes/benefits for a total of $100,000 annually. Other expenses required for the success of the position such as office supplies, computer, workspace, training and development, etc. will be covered by the downtown organizations. The request is to fund this position for three years at which time the downtown organizations will sustain the position. (Alders Scannell & Johnson)	Request to move forward to hire a staff person
Affordable Housing Development and Small Business Support Total			**$550,000**		

File Number	Staff	Category	Recommend Amount	Project/ Activity	Status
6-2-211	Cheryl Renier-Wigg	Arts, Culture, and Tourism	$150,000	2.35 **Arts Grant Program**. In partnership with the GB Public Arts Commission and Community and Economic Development Dept.,funding would be provided for public arts and cultural activities. This program is established to develop the creative potential of local artists and performers, advance education, spur economic vibracy and reviatlize communities through involvement with the arts. This program provides competetive grants for temporary and permanent arts and cultural projects. Grants can range from $2,500-$10,000 and one $50,000 project. Requested $150,000	Continuation of existing program already managed by Public Arts Commission (PAC)
6-2-212	Cheryl Renier-Wigg	Arts, Culture, and Tourism	$50,000	2.35 **Rotating Arts Program.** In partnership with the GB Public Arts Commission the Community and Economic Dev. Dept. would oversee and provide funding to continue and expand the City's Rotating Arts Program. This program pays artist to display their artwork in Green Bay. Currently there are 6 sites and this funding and would add 4 additional sites. It would also fund the exisiting program artists stipends, program equipment and limited maintenance. Requested $50,000	Continuation of existing program already managed by Public Arts Commission (PAC)
6-2-206	Neil Stechschulte	Arts, Culture, and Tourism	$0	2.35 Aid to tourism $55 thousand for a **bronze tree marker** sculpture to be placed between the Hampton and Ray Nietzsche bridge. This is the end point of the old Military Road connecting Green Bay to Chicago that was constructed on an Indian trail. There is already a bronze statue at the Chicago end. The sculpture would be a recognition of Native American's impact in Green Bay and a way to honor the Ho Chunk, Menominee, and other local tribes. (Alder 7) Requested 55,000	use other project funds for request
7-2-210	Neil Stechschulte	Arts, Culture, and Tourism	$0	2.35 Aid To tourism Funding the construction of a **Christkindl Market** to boost tourism in Broadway District, located in a qualified census tract. On Broadway was negatively impacted with lost revenue due to event cancellaton, retail shops were disproportionately impacted from safer at home orders and the loss of foot traffic historically driven by special events . On Broadway, Inc. is requesting $100,000 to purchase materials and hire labor to construct seasonal huts for a Christkindl Market during the holiday season, which is important to our retail shops. The huts will be made available to small businesses who wish to sell holiday/ winter related products. This will not only support vendors, but the growth in foot traffic will spill over into nearby small businesses throughout the district and downtown area. The huts will need to meet code compliance for electrical wiring and heating, and will be collapsible and stored so they can be reused every year . On Broadway will cover related expenses for marketing and programming to further enhance the visitor experience including music, visits with Santa, special events and other activities designed to attract visitors. Other Christkindl Markets throughout the region have attracted significant volumes of people including Chicago, Milwaukee, Door County and Elkhart Lake which have created positive economic activity for small businesses. (Alder Johnson) Requested $100,000	Use Block grant for Broadway tourism
7-2-213	Neil Stechschulte	Arts, Culture, and Tourism	$0	2.35 Aid to Tourism Request for funding to launch an **artist residency**. Artists were disproportionately impacted by the pandemic and On Broadway, Inc. seeks to launch an art residency that will house artists who work on their medium in an immersive environment while providing value to City of Green Bay residents. It is anticipated the residency will be able to house up six artists simultaneously (the term of each residency can vary). Rent will be subsidized, and some living costs are defrayed through private fundraising efforts. The residency will be managed in partnership with the City's public arts coordinator. The facility is expected to include residential units, gallery space, and a community room that can be utilized by the public. Programming may include art events, workshops and classes, musical performances, and more. Additionally, we seek to place artists with various organizations throughout the community to advance their work in a public setting such as the City of Green Bay, business improvement districts, community development organizations, cultural institutions, government departments, etc. This allocation will be matched through private investment to properly fund the launch and operation of the facility. (Alder Johnson) Requested 500,000	Needs more discussion, not ready at this time

File Number	Staff	Category	Recommend Amount	Project/ Activity	Status
7-2-214	Neil Stechschulte	Arts, Culture, and Tourism	$0	2.35 Aid to Tourism The tourism industry was negatively impacted by the pandemic. $250,000 is being requested as an allocation to **Discover Green Bay** to promote Green Bay as a destination for visitors and to provide assistance with securing convention bookings in the city-owned KI Convention Center. (Alder Johnson)	
7-2-215	Neil Stechschulte	Arts, Culture, and Tourism	$25,000	Broadway corridor and they wish to make improvements to the public streetscape to help support the attractiveness of the area and subsequently the small businesses that exist throughout that corridor. Three other BIDs were awarded $25,000/each for farmers' markets, but this group of business owners is not a BID and they do not host a farmers' market. Therefore, I am requesting $25,000 for this business association (legally organized as **Shipyard District, Inc**.) contingent on the successful passage of a resolution that will acknowledge their organization as a district. Funding decisions may be approved by their board but should generally support streetscape improvements authorized after the passage of the resolution such as pole banners, bike racks, benches, garbage cans, etc. that will help attract visitors and support the small businesses that exist there. (Alder Johnson)	request to move forward with this project *Discussion with staff
7-2-216	Neil Stechschulte	Arts, Culture, and Tourism	$0	2.35 Aid to Tourism In 2009 the city invested $12 million to transform a rusty dockwall into a world class Downtown boardwalk. Since then, the space has become the social center of our city and a destination where our community and it's visitors can work, live and play. For the past 14 years, Downtown Green Bay Inc. (DGBI) has been activating and programing the **CityDeck**. It is safe to say that 2019, nearly 100,000 visitors came to CityDeck specifically for events. When the pandemic hit, these events came to a halt and for 2 years, there were very minimal planned activations there. This year, we are seeing a robust rebound but we have determined that in order to keep the CItyDeck competitive with other social zones in our city (such as the Titletown District) we need to make some impactful changes. We want the City Deck to continue to offer free, welcoming and inclusive activities for all. The City Deck and Fox River Trail need to grow and improve if we are to continue to draw people to the Downtown District and by doing so, having a greater economic impact. These enhancements might include, but are not limited to: Covered performance stage(s) with lighting and sound upgrades and additional seating/gathering spaces. (Downtown GB, Inc)	Concerns with eligibility
7-2-217	Neil Stechschulte	Arts, Culture, and Tourism	$0	enhance this space and will more effectively position this areas as a safe and welcoming destination for our community and visitors. Planned elements include, but are not limited to: Gateway/wayfinding signage, entrance lighting, large scale letters (GREEN BAY) for photo oppertunities, and additional public art elements, such as upgrades and improvements to the trail under the Walnut and Main street bridges. We will use local artists when possible to create these elements, supporting these individuals as they rebound from the challenges of the pandemic. (Downtown GB, Inc)	
		Arts, Culture, and Tourism Total	**$225,000**		

File Number	Staff	Category	Recommend Amount	Project/ Activity	Status
6-6-209	Neil Stechschulte	Capital Needs and Organizational Priorities	$0	6.1 Provision of Gov Services The Community & Economic Development Department will hire an **urban design consultant** to prepare a downtown streetscape plan with technical design standards. This planning effort will be closely coordinated with the departments of Public Works; Parks, Recreation and Forestry; and downtown area business districts and neighborhood associations. The plan is intended to update and replace streetscape standards established by the 1997 Downtown Green Bay Design Plan and build upon the 2014 AuthentiCity Plan and 2021 Shared Corridors Vision Plan. The planning area will include the districts of downtown, Broadway, Olde Main, and the South Broadway Corridor between Mason and Lombardi, and other commercial corridors as funds would permit.	see above position request
7-6-212	Neil Stechschulte	Capital Needs and Organizational Priorities	$1,000,000	6.1 Provision of Govt Serv Request for a fund allocation to the **RDA to strategically acquire vacant parcels** that can be used for short-term challenges (parking, for example) while the city prepares an RFP to solicit private development that pays taxes and solves priority needs such as housing. One of the biggest impediments to successfully closing a development agreement is site control and cities that have a high degree of success with initiating development are those that have strategically acquired undeveloped sites that do not contribute significantly to the tax base and offer no value to adjacent properties. Areas of priority could include downtown which has the highest tax base density, industrial parks which house tremendous growth potential, and other commercial corridors that currently lack sufficient development. Additionally, this investment leverages ARPA by converting the initial investment into millions more through private capital. (Alder Johnson)	move forward with request
Capital Needs and Organizational Priorities Total			**$1,000,000**		

File Number	Staff	Category	Recommend Amount	Project/ Activity	Status
~~6-2-207~~ 12-6-201	Dan Ditscheit	Crime Prevention and Neighborhood Enhancement	$1,000,000	2.22 Strong Healthy Communities: **Various Park Upgrade** projects; 1. $250,000 Farlin Park - Replace and relocate the playground, splashpad and basketball court at Farlin Park along with the associated stormwater management and ADA compliant walks. These park amenities will be moved to a new location within the park to create a more cohesive park masterplan design that will comply with the needs of the residents and will help alleviate parking concerns addressed by the residents. 2. $100,000 West Side Pickleball Courts - This funding will be used to convert the 2 tennis courts at Murphy Park to 6 Pickleball Courts. The only dedicated pickleball courts in the Park system are located on the City's east side. There have been several requests to construct pickleball courts on the west side of Green Bay. 3. $250,000 East River Trail Construction from Baird to Irwin - This project is considered Phase II construction of the East River Trail Connection. This funding will be used to install a 10' wide paved multi-use trail along with public plaza space adjacent to Baird Street. This project is already engineered and ready to be bid out for construction as soon as funding is secured. 4. $60,000 Joannes Tennis Court Colorcoating - The color coating surface is in need of replacement in order to keep it usable as a tournament facility for East High School. It is estimated to cost $120,000 with the School District funding 1/2 of the cost. 5. $125,000 Danz Park/School Playground - The School District recieved funding in their approved refendum to add additional playground equipment to the existing Park owned playground. This funding will be used in conjunction with the School District funding to replace the entire playground now and eliminate the need to bond for this playground replacement in the near future. 6. $125,000 Sullivan Park/School Playground - The School District recieved funding in their approved referendum to add additional playground equipment to the existing Park owned playground. This funding will be used in conjuntion with the School District funding to replace the entire playground now and eliminate the need to bond for this playground replacement in the near future.	Refer to staff Item #20 to determine whether another ARPA category may be used. Update of many parks & using bond funds and Block grant, reducing CIP 5 year list
7-2-202	Steve Grenier	Crime Prevention and Neighborhood Enhancement	$550,000	2.22 Strong Healthy Communities **side walks** in the city are in need of major repairs or replacements. They have been neglected to the point that citizens are forced to walk in the roadway to avoid injury or harm. Many claims have been filed against the city for injuries incured due to the condition of our sidewalks. $600,000 each year x 3 years (Alder Galvin) Requested $1,800,000	reduce by half, contractors not available
7-3-207	Steve Grenier	Crime Prevention and Neighborhood Enhancement	$0	3.9 Healthy Environment The **Packerland/West Mason intersection** will be improved for vehicular safety during 2023 in partnership with Brown County. Unfortunately, this part of the project doesn't focus on pedestrian or bicyclist safety. Several community partners have shown interest in securing funding and support for this potential second phase of the project. (Alder Brunette)	discussions to have a round-a-bout, improvements, remove frontage roads, etc.
Crime Prevention and Neighborhood Enhancement Total			**$1,550,000**		

File Number	Staff	Category	Recommend Amount	Project/ Activity	Status
7-5-204	Steve Grenier	Stormwater, Green Infrastructure, and Climate Resilience	$520,000	5.6 Stormwater **Baird Creek-Burgundy Ct, Surface Water Sediment Control Project** The development of the neighborhood just south of Burgundy Court in the area west of Hwy 43 and south of Baird Creek includes almost 200 lots almost all developed with homes, approximately 2.5 miles of roadway and encompasses approximately 100 acres of land. The surface water is controled through curb/gutter/storm sewer pipeline until being conveyed north to Baird Creek. The north-bound conveyance system consists of approximately 200 feet of gabians (rip rap installed within wire cages) and approximately 800 feet of natural, unlined ditch which conveys the surface water to a culvert beneath a rail spur which delivers the water to another unlined ditch (approximately 300 feet) where it is conveyed to Baird Creek. Naturally occuring erosion is occuring within and adjacent to the unlined ditches, especially during rain events. This results in large amounts of sediment being deposited into Baird Creek. This project will line the 800 ft of unlined ditch with gabians (estimated at $330,000) and construct a rip rap lined ditch with ditch checks in the 300 feet of unlined ditch to minimize sediment transport to Baird Creek (estimated at $190,000). (Alder Hutchison)	move forward with request
7-5-205	Steve Grenier	Stormwater, Green Infrastructure, and Climate Resilience	$200,000	5.6 Stormwater **Bairds Creek Christa McAuliffe Park, Surface Water Sediment Control Project** The developed area of the neighborhood just east of Christa McAuliffe Park on the west half of West Twin Pines Court delivers surface water to an unlined ditch to the west to Baird Creek. This area includes 6 lots with homes and approximately 300 feet of paved roadway. Erosion along the unlined ditch is occuring, especially during rain events, which results in sediment being deposited into Baird Creek. This project will line about 500 ft of unlined ditch with rip rap and ditch checks prior to delivery to the creek. (Alder Hutchison)	move forward with request
7-5-208	Steve Grenier	Stormwater, Green Infrastructure, and Climate Resilience	$0	5.6 Stormwater There are **erosion** concerns along Lacount and past Fritsch Park. These funds would assist in replacing deterotiated crossings over culverts and preliminary work for the creek near Fritsch Park. (Alder Brunette)	More discussion is needed
Stormwater, Green Infrastructure, and Climate Resilience Total			**$720,000**		

File Number	Staff	Category	Recommend Amount	Project/ Activity	Status
NEW REQUESTS					
11-6-201	Chief Davis	Economic Impact	$353,400	6.1 Provisions of Government Service **Overhire**; Like most police agencies, the Green Bay Police Department has experienced difficulty in recruiting enough police officers to replace those lost through retirements and resignations. As a result, we have been operating at around a 10% vacancy rate for most of the past 18 months. Over the course of 2022, however, we have made significant progress in recruiting, and we now have enough potentially viable candidates in the hiring process to reach our funded strength of 187 sworn positions. We continue to have qualified, interested applicants. We anticipate at least 6 retirements over the course of 2023. On average, it takes 12 to 18 months for a newly-hired officer to be fully deployable for solo patrol duties, so it would be in the City's interests for us to be able to hire replacements for these anticipated vacancies now, while we have the opportunity, and begin training them. This would reduce the lead time to train replacements for 2023 retirees. We are seeking ARPA funding to allow one-time overhire capacity, with the goal of being back within our authorized, budgeted strength by the end of 2023.	New
1-6-301	Dave	Capital Needs and Organizational Priorities	$40,000	Looking to replace and integtate our existing/aging Email appliance which filters SPAM and Malware for all inbound emails. The FortiMail solution will integrate with our new purchase and pending installation of other Cyber Security products from FortiNet.	New
1-6-303	Diana Ellenbecker	Capital Needs and Organizational Priorities	$538,480	FY23 2023-2027 Capital Improvement Plan Bonding - to reduce overall borrowing	New
2-2-003	Neil Stechschulte	Economic Impact	$300,000	Increase Facade Project	New- increase
2-2-006	Neil Stechschulte	Economic Impact	$200,000	Increase Tourism Project	New- increase
1-1-302	Neil Stechschulte	Economic Impact	$100,000	Daycare license support- Funding to support individuals in obtaining inhouse childcare license fees.	New
		New Requests Total	**$1,531,880**		

New Capital Needs & Organizational Priorities	$578,480
New Economic Impact	$953,400
Grand Total of all requests	**$5,576,880**
Capital Needs & Organizational Priorities	$1,578,480
Economic Impact	$3,998,400

Report to the
Finance Committee
of the City of Green Bay

MEETING DATE	PREPARED BY
January 31, 2023	

AGENDA ITEM # E.6

For consideration and possible action to approve a limited conflict waiver for the firm of Renning Lewis and Lacy.

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. Conflict Waiver, 4866-1631-1115, 1

RENNING
LEWIS & LACY

WWW.LAW-RLL.COM

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205 Doty Street
Suite 201
Green Bay, WI 54301
Toll Free: 844-833-0830

MADISON OFFICE:
660 W. Washington Ave.
Suite 303
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OSHKOSH OFFICE:
43 W. 6th Ave.
Oshkosh, WI 54902
Toll Free: 833-654-1180

January 18, 2023
Via E-Mail Only

Attorney Joanne Bungert
Attorney William Vande Castle

Re: Lease Negotiations Between Green Bay - Brown County Professional Stadium District, City of Green Bay, and Green Bay Packers, Inc.

Dear Attorneys Bungert and Vande Castle:

The Green Bay Packers, Inc. ("Team") has requested that the Green Bay – Brown County Professional Stadium District ("District") and the City of Green Bay ("City") begin negotiations regarding an extension of the existing lease dated January 1, 2001, as amended, between these parties for the Lambeau Field Complex. ("Transaction"). Attorney Patteson previously served as one of the original board members and officers of the District, and participated in the negotiation of this lease on behalf of the District. The Mayor of the City appointed Attorney Patteson for several terms as a board member to the District, as one of three City appointees. As a board member and officer of the District, her duty was to represent the best interests of the District.

The District has requested that Attorney Ann Patteson of the law firm Renning, Lewis & Lacy, s.c. ("Firm") represent the District with respect to the Transaction. Other attorneys associated with this Firm represent the City with regard to unrelated labor and employment matters. The City is proceeding to hire other outside counsel with respect to this Transaction. The factual and legal issues that will likely arise with respect to the Transaction for the District appear to be unrelated to the work the Firm currently does or is likely to do for the City.

The Wisconsin Supreme Court Rules (SCR), which apply to all lawyers in the State of Wisconsin, provide that a law firm may concurrently represent two or more clients if the law firm obtains the informed consent of the clients, as is set forth below in more detail:

SCR 20:1.7. Conflicts of interest current clients

(a) Except as provided in par. (b), a lawyer shall not represent a client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if:

(1) the representation of one client will be directly adverse to another client; or

(2) there is a significant risk that the representation of one or more clients

will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by a personal interest of the lawyer.

(b) Notwithstanding the existence of a concurrent conflict of interest under par. (a), a lawyer may represent a client if:

(1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;

(2) the representation is not prohibited by law;

(3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal; and

(4) each affected client gives informed consent, confirmed in a writing signed by the client.

Additionally, the Wisconsin Supreme Court Rules (SCR) consider that a firm of lawyers is essentially one lawyer for purposes of the rules governing loyalty to the client, or from the premise that each lawyer is vicariously bound by the obligation of loyalty owed by each lawyer with whom the lawyer is associated.

SCR 20:1.10 Imputed Disqualification: general rule

(a) While lawyers are associated in a firm, none of them shall knowingly represent a client when any one of them practicing alone would be prohibited from doing so by SCR 20:1.7 …;

…

(c) A disqualification prescribed by this rule may be waived by the affected client under the conditions stated in SCR 20:1.7.

To the extent applicable, Wisconsin Supreme Court Rule (SCR) 20:1.11 addresses a lawyer who has formerly served as a public officer who represents a client with regard to a matter the lawyer participated in personally and substantially as a public officer.

SCR 20:1.1 Special Conflict of Interest for Former and Current Government Officers and Employees

(a) Except as law may otherwise expressly permit, a lawyer who has formerly served as a public officer or employee of the government:

(1) is subject to SCR 20:1.9(c); and

(2) shall not otherwise represent a client in connection with a matter in which the lawyer participated personally and substantially as a public officer or employee, unless the appropriate government agency gives its informed consent, confirmed in writing, to the representation.

. . .

(c) Except as law may otherwise expressly permit, a lawyer having information that the lawyer knows is confidential government information about a person acquired when the lawyer was a public officer or employee, may not represent a private client whose interests are adverse to that person in a matter in which the information could be used to the material disadvantage of that person. As used in this rule, the term "confidential government information" means information that has been obtained under governmental authority and which, at the time this rule is applied, the government is prohibited by law from disclosing to the public or has a legal privilege not to disclose and which is not otherwise available to the public. A firm with which that lawyer is associated may undertake or continue representation in the matter only if the disqualified lawyer is timely screened from any participation in the matter and is apportioned no part of the fee therefrom.

. . .

(e) As used in this rule, the term "matter" includes:

(1) any judicial or other proceeding, application, request for a ruling or other determination, contract, claim, controversy, investigation, charge, accusation, arrest or other particular matter involving a specific party or parties, and

(2) any other matter covered by the conflict of interest rules of the appropriate government agency.

. . .

With regard to the City's appointment of Ann Patteson to the District Board, her duty as a public officer was to serve the best interests of the District, the same entity she would be representing in this Transaction. However, given the appointment process through the City, the best practice is to clarify this issue and include it for your consideration and consent. Under all of these rules, this Firm can represent the District regarding this Transaction and the City regarding unrelated matters only if you agree to waive these conflicts. In considering whether to do so, you should review the following issues.

Even where there is no direct adverseness, a conflict of interest exists if there is a significant risk that a lawyer's ability to consider, recommend, or carry out an appropriate course of action for the client will be materially limited as a result of the lawyer's other responsibilities or interests.

For example, clients that are asked to waive or consent to conflicts typically should consider whether there is any material risk that "their" lawyer will be less zealous or eager on their behalf due to the conflict. Similarly, clients should consider whether there is any material risk that their confidences or secrets will be used adversely to them due to the conflict. In the present situation, I personally do not believe that there is a material risk of either type because of the unrelated nature of the work for the two clients, the sophisticated nature of each client, and that I previously served the District as an officer /board member while being associated with the Firm (as well as a prior law firm), at the same time when the City was a client of the Firm.

Each client has the right to loyal and diligent representation and the protection of the rules concerning the obligations to a current and former client. The client also has the right to discharge the lawyer. A client who has given consent to a conflict may revoke the consent and, like any other client, may terminate the lawyer's representation at any time. Whether revoking consent to the client's own representation precludes the lawyer from continuing to represent other clients depends on the circumstances, including the nature of the conflict, whether the client revoked consent because of a material change in circumstances, the reasonable expectations of the other client and whether material detriment to the other clients or the lawyer would result.

If, after reviewing this letter you concur with us regarding waiver of the conflicts we have discussed, please consent by signing below and returning the signature page to me. If you have questions or are unwilling to sign, please contact my office regarding your position. Thank you for your attention to this matter.

Very truly yours,

Renning, Lewis & Lacy, s.c.

Ann Patteson

Ann L. Patteson

I hereby give consent that Ann L. Patteson of Renning, Lewis & Lacy, s.c. may represent the Green Bay – Brown County Professional Football Stadium District with respect to this Transaction. In the event of a perceived conflict in the future with regard to the lease negotiations or otherwise, the City will notify the District and Attorney Patteson of the issue and the parties and Attorney Patteson will meet in an attempt to resolve. If no resolution is reached, the City reserves its right to withdraw the waiver granted herein.

SIGNATURES TO FOLLOW

CITY OF GREEN BAY

By: ______________________________
Name: Eric Genrich
Title: Mayor

Date: ____________________

By: ______________________________
Name: Celestine Jeffreys
Title: Clerk

Date: ____________________

GREEN BAY - BROWN COUNTY PROFESSIONAL FOOTBALL STADIUM DISTRICT

By: ______________________________
Name:
Title:

Date: ____________________

Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
January 31, 2023	

AGENDA ITEM # E.7

For consideration and possible action on Jamb Investments v. City of Green Bay.

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

None

Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
January 31, 2023	

AGENDA ITEM # E.8

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 January 2023