



AGENDA OF THE FINANCE COMMITTEE

TUESDAY, APRIL 11, 2023, 4:30 PM

In person at City Hall, Room 207.

Virtual attendance also available via Zoom.

Immediately following Personnel.

A. Zoom Meeting Information.

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

B. Roll Call.

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

C. Approval of the Agenda.

1. Approval of the Finance Committee agenda for the April 11, 2023, meeting.

D. Approval of Minutes.

1. Approval of the Finance Committee minutes from the March 14, 2023, meeting.

E. Regular Business.

1. Consideration and possible action to accept a \$1,000,000 grant from the Medical College of Wisconsin to establish and operate an Office of Violence Prevention.
2. For consideration and possible action on accepting the 2022 BJA FY22 Edward Byrne Memorial Justice Assistance grant program for \$56,093.
3. For consideration and possible action on accepting the 2022 FY22 Microgrants-Community Policing Development Solicitation for \$40,331.24.
4. For Consideration and possible action to approve a Lease by the Wisconsin Department of Administration for office space at 315 South Baird Street, beginning June 1, 2023. Annual rent will be \$13,684.32 (Year 1), \$13,923.80 (year 2), and \$14,167.46 (Year 3), for the initial 3-year term. The Lease may be renewed for two successive 3-year periods with an annual increase of 1.75 percent.

5. For consideration and possible action adopt a resolution urging local government funding reform including but not limited to shared revenue; and requesting the state consider surplus distributions to local municipalities for investments in public safety and infrastructure needs.
6. Report of the Claims Committee.

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

F. Informational.

1. 2023 Contingency Account: \$244,643.36.
2. The next Finance Committee meeting will be held on Tuesday April 25, 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=ekliUHNVYTJlRFpOUHVubTdXOHZYZz09>

Meeting ID: 881 4252 4379

Passcode: 846368

One tap mobile

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

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

Dial by your location

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 881 4252 4379

Passcode: 846368

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

Public Comments

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

Additional Information

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

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

Calling into the Zoom meeting using a smartphone

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





Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

April 11, 2023

PREPARED BY

Diana Ellenbecker, Finance Director

AGENDA ITEM # E.1

Consideration and possible action to accept a \$1,000,000 grant from the Medical College of Wisconsin to establish and operate an Office of Violence Prevention.

BACKGROUND

The City of Green Bay has been awarded a \$1 million grant from the Medical College of Wisconsin (MCW) - Wisconsin Community Safety Fund (WCSF) in partnership with the state of Wisconsin to be used towards creating and sustaining an Office of Violence Prevention (OVP).

Green Bay is the first grant recipient to be publicly announced.

The OVP will be a part of the Department of Community & Economic Development. Under the leadership of a program director, the office will focus on neighborhoods to address disruption caused by crime through deterrence, tracking underlying contributing factors, researching incidents with a high likelihood of retaliation, developing reduction strategies, identifying at-risk individuals, conducting street outreach, and increasing resiliency in residents.

The awarded grant is expected to fund the OVP during its first three years.

RECOMMENDATION

Approval of the grant.

FISCAL IMPACT

ATTACHMENTS

1. \$1M award announcement
2. Grant Packet Finance 4 6 2023

Posted on: March 30, 2023

City of Green Bay Awarded \$1M for Office of Violence Prevention

The City of Green Bay is pleased to share that it has been awarded a \$1 million grant from the Medical College of Wisconsin (MCW) - Wisconsin Community Safety Fund (WCSF) in partnership with the state of Wisconsin to be used towards creating and sustaining an Office of Violence Prevention (OVP).



Green Bay is the first grant recipient to be publicly announced. MCW will be making additional announcements in the coming weeks.

"For too long, our communities have been asked to do more with less as public safety costs over the last decade have increased while state aid to local communities has been cut or held flat. Folks, that's not safe or sustainable," said Governor Tony Evers. "Our communities should be able to meet unique and basic needs alike, including investing in public safety. I want to thank Mayor Genrich for his continued advocacy for additional resources to support the city of Green Bay and his commitment to helping prevent violence and keep this community safe."

The OVP will be a part of the Department of Community & Economic Development. Under the leadership of a program director, the office will focus on neighborhoods to address disruption caused by crime through deterrence, tracking underlying contributing factors, researching incidents with high likelihood of retaliation, developing reduction strategies, identifying at-risk individuals, conducting street outreach, and increasing resiliency in residents.

"We are grateful to Governor Evers for understanding the need for this kind of support in communities across the state of Wisconsin," said Mayor Eric Genrich. "With these resources we will be able to address the root causes of community violence, ease the burden borne by our police officers, and enhance the safety of all Green Bay's neighborhoods."

In recent years, Green Bay and communities around the country have seen an uptick in anti-social behaviors and some violent crimes. In response, the City of Green Bay retained the National Institute for Criminal Justice Reform (NICJR) to provide an analysis of violent crime in the community. The NICJR report recommended several strategies, including the need for greater investment in community-based services often provided by an OVP.

"We are committed to stopping gun violence in our community. The OVP approach is an emerging best practice for interrupting the cycle of violence and preventing the harm caused by violent crime. This grant is a tremendous opportunity for the City of Green Bay," said Chief Chris Davis, City of Green Bay Police Department.

The awarded grant is expected to fund the OVP during its first three years.

###

The Wisconsin Community Safety Fund (WCSF) was created to support local, evidence-informed activities that enhance the safety and wellbeing of children, youth, and families throughout Wisconsin. Recognizing the need to increase community capacity for violence prevention, this round of funding has been made available to support community-centered projects outside of traditional criminal justice approaches to public safety. The state of Wisconsin has partnered with the Medical College of Wisconsin's Comprehensive Injury Center (MCW) to administer this statewide grant program.

Additional Information: <https://www.mcw.edu/departments/comprehensive-injury-center/wisconsin-community-safety-fund-application>



Wisconsin Community Safety Fund Request for Applications Overview

Overview

The Wisconsin Community Safety Fund (WCSF) was created to support local, evidence-informed activities that enhance the safety and wellbeing of children, youth, and families throughout Wisconsin. Recognizing the need to increase community capacity for violence prevention, this round of funding has been made available to support projects taking a public health approach to increasing public safety and community well-being. This Request for Applications (RFA) is designed to attract innovative projects that enhance the quality of life, safety, and wellbeing in communities outside of the city of Milwaukee impacted by historic increases in violence since the start of the Covid-19 pandemic.

The Comprehensive Injury Center at the Medical College of Wisconsin (MCW) provides tools, training, and technical assistance to communities throughout the state committed to addressing violence and injury as public health issues. As the designated administering agency for the Wisconsin Community Safety Fund, we have taken responsibility for establishing funding priorities, developing application criteria, awarding, and disseminating grants, providing technical assistance and assessing project results. A diverse statewide advisory committee was convened to inform the priorities and criteria of this RFA. This document provides information about this funding opportunity and instructions to help those eligible apply for a portion of the available funds.

Program Description

Through this RFA, MCW is seeking applications for projects designed to advance public health solutions to violence. The Centers for Disease Control and Prevention defines a public health approach as any effort that enhances the health, safety, and well-being of a population.

Understanding that different forms of violence have disproportionate impacts on certain populations, it is important that interventions are informed by reliable data, best practices and voices of impacted communities. For example, gun violence disproportionately involves young men ages 15-35 while child abuse, by definition, disproportionately impacts young people under the age of 18. Intimate and gender-based violence disproportionately impacts women and girls.

Projects will be funded to address one or more of the following community safety priorities:

- [Firearm Violence](#)
- [Sexual and Gender Based Violence](#)
- [Intimate Partner Violence](#)
- [Child Abuse and Neglect](#)
- [Adverse Childhood Experiences](#)
- [Youth Violence](#)
- [Suicide](#)

A total of \$10,400,000 is available under this announcement for a total of 3 years. No additional funding beyond 2025 has been committed at this time. Applicants are strongly encouraged to pursue supplemental funding to sustain projects beyond the funded grant period covered by this granting program. **Funded projects are expected to commence December 1, 2022 and conclude by December 31, 2025**

Approximately 10, three-year grants will be awarded ranging from \$300,000 to \$1,000,000. No matching funds are required for this granting program however agencies must demonstrate administrative and financial capacity to manage reimbursement-based grant contracts. MCW reserves the right to extend the deadline or reissue this RFA until all grant funds are allocated.

Granting Agency

This Request for Applications (RFA) is issued by MCW with funding provided by the State of Wisconsin. MCW will serve as the sole point of contact for this RFA. All communications with MCW regarding this RFA should be directed to the Comprehensive Injury Center Division of Violence Prevention at: WCSF@mcw.edu

The contract agreement(s) resulting from this Request for Applications will be administered by the Medical College of Wisconsin.

Eligibility Requirements

MCW provides guidelines for eligibility below. MCW will interpret eligibility criteria to align with program objectives and American Rescue Plan Act requirements. Eligibility determinations by MCW are final. **This RFA is for projects serving populations residing outside the city of Milwaukee only.** Agencies based in Milwaukee providing services to communities outside the city of Milwaukee are eligible to apply.

Applicants must review and sign the Attestation of Compliance with Federal Terms and Conditions document and include it in the attachments section of the application.

Eligible Applicant Agencies

1. Municipal, Tribal, County, Governmental entity or school district serving residents outside of the city of Milwaukee

2. Nonprofit, nongovernmental organization serving populations outside of the city of Milwaukee with current 501(c)3 tax-exempt status registered with the Wisconsin Department of Financial Institutions and have one of the following statuses as of the RFA deadline date: “in good standing”, restored to good standing”, “incorporated/qualified/registered”, “organized”, or “registered”

Conduct operations in Wisconsin and have an administrative presence in Wisconsin, In operation since at least January 1, 2019, OR be sponsored by a government, nonprofit, nongovernmental organization with 501(c)3 status. The sponsor relationship must be in place at the time the application is submitted, and the sponsor must meet the eligibility requirements. The sponsor must also be a signatory on the application and complete the attestation and other forms required in the RFA.

Types of Projects

This RFA is intended to fund the implementation of new violence prevention programs or expansion of existing efforts to address the rise in violence. Projects must incorporate activities informed by best practices in [public health and violence prevention](#).

These funds **cannot be used for academic research, law enforcement, courts, or correctional services**. The State of Wisconsin has allocated separate and significant funding resources for these activities through the American Rescue Plan Act.

Project Expenses	
Allowable	Not Allowable
Salary and Fringe	Facility Construction or Repairs
Program Operations and Activities	Enforcement personnel, facilities, or equipment
Equipment less than \$5,000	Court/Prosecution Services
Events	Correctional Services
General Operating Costs	Academic Research Studies
Travel, Training, and Lodging	Drug/Substance Misuse Treatment Services
Food for Community Meetings/Activities	
Participant incentives	

Facilities and Administrative Costs

Reimbursement of [facilities and administrative](#) costs will be limited to 10%. These costs should be included in project budget.

Clarifications and/or Revisions to the Request for Applications

If an applicant discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFA, the applicant should notify MCW of such error at WCSF@mcw.edu and request modification or clarification of the RFA. If it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFA, revisions/amendments and/or supplements will be posted to the [WCSF webpage](#).

MCW may accept questions during a scheduled webinar presentation or by email to: WCSF@mcw.edu

Questions posed to the WCSF program will be published in a Q&A document on the WCSF webpage. All applicants are encouraged to check the [WCSF webpage](#) on a regular basis for posted questions and answers.

Reasonable Accommodations

MCW will provide reasonable accommodation, including the provision of informational material in an alternate format, for qualified individuals with disabilities upon request. Any applicant in need of reasonable accommodation should contact MCW at: WCSF@mcw.edu

Calendar of Events

Listed below are specific dates/times of actions related to this Request for Applications. The actions with specific dates must be completed as indicated unless otherwise changed by MCW. If MCW finds it necessary to change any of these dates and/or times, it will do so by issuing an amendment(s) to this RFA via the [WCSF webpage](#). There may or may not be formal notification issued for changes to target dates and times.

Item	Due Date
Letter of Intent	September 9, 2022
Application Technical Assistance Period	September 14-30, 2022
Full Application Deadline	September 30, 2022
Applicants Notified	October 28, 2022
Project Start Date	December 1, 2022

Grant Agreement Term

Funds administered under this RFA shall be effective on the execution date and shall be in force until all eligible activities are completed and all required documents are submitted to MCW. Expenses must be incurred between December 1, 2022, and December 31, 2025.

Reporting Requirements

Agencies awarded funding under this RFA will be expected to submit quarterly program and financial reports to MCW detailing the use of funds, activities conducted, populations served, and progress toward desired results. Agencies will also be required to submit data to support performance measurement and evaluation of the program(s), as determined by MCW. MCW will supply a report document for completion by grantees and prescribe the dates upon which the reports are due. MCW will also provide training and technical assistance on data collection and evaluation throughout the duration of the award.

Additional quarterly reporting requirements include:

- **Civil Rights Compliance** - Provide a copy of the log of complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and

implementing regulations. Such a log shall include a list of all reviews or proceedings based on the complaint, pending, or completed, including outcome for the grant performance period.

- **Executive Compensation Reporting** – Grantee will indicate whether, in the preceding fiscal year Grantee received:
 - Less than 80 percent of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and/or
 - Less than \$25,000,000 in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and/or
 - If Grantee cannot answer yes to both 1.a.&b., indicate whether the public has access to information about the compensation of its five most highly compensated executives for the preceding completed fiscal year through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.
- **Lobbying Reporting** - If the amount of the grant exceeds \$100,000.00 Grantee will report whether they have complied with disclosure requirements set forth in 31 CFR § 21.110 and 31 CFR Appendix B to Part 21.

Preparing and Submitting Application

General Instructions

The evaluation and selection of a grantee(s) and the contract grant agreement will be based on the accurate completion of the full application, attestation responses, and submission of all required attachments. Failure to respond to each of the questions or requirements in the RFA may result in rejection of an application.

Incurring Costs for Completing Application

The Medical College of Wisconsin is not liable for any cost incurred by applicants in replying to this Request for Application.

Submitting the Application

Applicants must submit completed application with any required attachments and materials no later than **September 30, 2022 at 11:59pm** through the on-line application portal located on the [WCSF webpage](#). MCW will not accept applications by email, mail, hand delivery, or facsimile machine (fax).

Full Application Organization and Format

The application contains the following sections. All sections are required. Failure to completely address all questions may result in disqualification of the application. The details required in each section are listed below:

Section 1	Organization Information
Section 2	Project Narrative
Section 3	Budget and Budget Justification (Attachment)
Section 4	Project Workplan (Attachment)
Section 5	Attestations and Required Signatures
Section 6	MCW Attestations (Attachment)

Multiple Applications

An eligible agency may only submit one application as a lead applicant. An applicant serving as a primary applicant/fiscal agent for another program/agency may not submit a separate application but can be a partner/collaborator on more than one application led by other eligible lead agencies.

Oral Presentations

MCW may require applicants to participate in a virtual interview to support and clarify their applications. MCW will make every reasonable attempt to schedule each presentation at a time that is agreeable to the applicant. Failure of an applicant to interview on the mutually agreed upon date scheduled may result in rejection of the applicant's application. If needed, interviews would occur the week of September 12, 2022 - September 16, 2022

Withdrawal of Applications

Applicants may withdraw an application at any time by submitting a request via email from an authorized representative of the applicant to WCSF@mcw.edu. If a previously submitted application is withdrawn prior to the application submission due date and time, the applicant may submit another application on or before the RFA due date and time.

Application Selection and Award Process

Application Evaluation

This RFA was developed with input by a statewide advisory committee. Accepted applications will be reviewed by a separate selection committee ("Committee"), consisting of members who have been selected because of their professional expertise and knowledge of the topic(s) relevant to the focus of this RFA.

The Committee will review and score all accepted applications against the criteria listed below. The Committee's scoring will be tabulated, and applications will be ranked based on the numerical scores received. Other factors including but not limited to geographic diversity, population focus, and program saturation may be considered beyond numerical rankings for selection. These factors are at the sole discretion of MCW.

Application Review Criteria

Applications will be assessed on a range of factors including:

1. Experience and capacity to successfully implement proposed activity
2. Capacity and experience managing grants and contracts
3. Level of community engagement and collaboration for proposed activity
4. Clear and achievable goals, objectives, and timeline
5. Understanding the disproportionate impact of violence in your local community
6. Overall project design to address identified community safety issues

Right to Reject Applications and Negotiate Grant Agreement Terms

MCW reserves the right to reject all applications. MCW reserves the right to negotiate the terms of the contract grant agreement(s) that result from this Request for Applications, including the total award amount and individual budget items with the selected applicant prior to entering into a contracted grant agreement.

Award Amounts

Grant amounts shall not exceed a total of \$3,000,000 over 3 years (\$1M annually). MCW reserves the right to negotiate, limit or amend grant awards in accordance with objectives of the program and available funding.

Method of Award

Awards will be primarily based on selection committee scores. Funds may not be requested for expenses reimbursed from any other funding source. MCW reserves the right to consider other factors for granting awards in addition to selection committee scores.

Notification of Award

All applicants who submit an accepted full application will be notified of their application result at the primary point of contact email provided in full application. Notifications will be emailed to primary contact for applicant agency by **October 28, 2022**. Upon notification, sub-recipient monitoring and subaward negotiation will commence by the Grants and Contracts Office at the Medical College of Wisconsin.

Full Application Form

Full application can be completed by clicking [here](#)

CITY OF GREEN BAY
SAFER COMMUNITY GRANT
APPLICATION
December 2022

1. Describe your organization's mission and experience promoting community safety and wellbeing

The City of Green Bay is dedicated to enhancing the quality of life for all residents, businesses, and employees through diligent management of our assets and wise investment in our strategic growth. Along with providing a high level of service, the city partners with non-profits like Wello, United Way, and many more to promote an inclusive and safe community. We could not do this alone as each employee, resident, visitor, business, and non-profit are working together to promote this mission. The police department strives daily to providing service through a partnership with the community that builds trust, reduces crime, creates a safe environment, and enhances the quality of life in our neighborhoods. This occurs are every contact the department has with the community. In 2021, the city partnered with the National Institute of Criminal Justice Reform to conduct a technical analysis on cities gun violence to determine a common understanding of the problem and report to the community with the goal of reducing the violence in the city. This analysis provided us guidance as we began developing gun violence reduction strategies to further promote our mission and strengthen the safety in our community.

Describe the nature and scope of the violence/community safety issue that your project will address (e.g., Firearm Violence, Sexual and Gender Based Violence, Intimate Partner Violence, Child Abuse and Neglect, Adverse Childhood Experiences, Youth Violence, and Suicide).

The city of Green Bay project is creating and sustaining an Office of Violence Prevention (OVP) to respond, overcome, and prevent firearm violence. Green Bay like many other cities saw an unprecedented amount of firearms violence incidents in the last three years. As a result, communities are suffering from fear, anxiety, and disruption. The city is working to develop to OVP to develop firearm violence reduction strategies to keep the city safe and welcoming for all.

The city has previously partnered with the National Institute of Criminal Justice Reform to conduct a technical analysis on gun violence. The purpose was to identify networks of individuals within the Green Bay community that are at greatest risk of violence and to develop intervention methods to help individuals that are most at risk of the violence.

From 2019-2021 the city of Green Bay had eight homicides, 23 non-fatal shootings, and 129 shots fired incidents. Prior to 2019, these statistics were drastically lowered. On average, the city would have 20 shots fired calls with single digit non-fatal shootings and homicides. These

Like many US cities, Green Bay experienced an increase in fatal violence in 2020 with homicides spiking. This drastic increase has caused harm, disruption, fear and anxiety in the Green Bay Community. The city staying diligent to its mission and focusing on the well-being of the residents are developing strategies to ensure the community is and feels safe.

Addressing firearms violence is a collective effort by everyone in the community. We are treating this safety issues as a health epidemic where we will bring in all city departments, local business, non-profits, hospitals, and community groups to address this issue. Firearms Violence effects everyone and has no boundaries. Thus, we must work together to help address and overcome this safety issue for years to come.

The city's plan is focused on creating an Office of Violence Prevention. The city has never experienced the scope of this problem until 2020 to present day. The OVP will focus on firearms

CITY OF GREEN BAY
SAFER COMMUNITY GRANT
APPLICATION
December 2022

violence to further track the underlying contributing factors, conduct street outreach, focused deterrence, increase resiliency in the community members and most importantly deter/stop the violence from occurring.

Please describe the scale and scope of the issue and how it impacts your community

The city of Green Bay is estimated to be about 105,000 residents. The firearms violence the city experienced in 2019-to present day is unprecedented. The department year to date is at 43 non-fatal shootings vs. 44 and five homicides vs two at the same time in 2021. The violence is continuing, and the city is working to implement the office of Violence Prevention to develop strategies to reduce the violence from occurring.

As the OVP is implemented, the city will have the services to respond, intervene, and overcome the impacts the violence is occurring in the city. Residents are concerned and there is a fear that that more people will be killed and effected by this violence. There was one night in spring of 2021, where there were seven shootings. There was also a string of shootings where an address on the west side of the city was victim of firearms violence three different times. Each incident was investigated and linked to a specific group of individuals that was done in retaliation.

Residents are afraid as this does not normally occur in Green Bay. They are concerned for themselves and especially the youth. Elected officials along with the police chief held a community forum to help ease the community fears and address the cities response to the firearms violence in 2021. As the firearms violence continues the city will continue to hold these forums.

As the city responds to crime, we must also address the perceptions that are a result of the crime that is occurring. As we look at the firearms violence as a health epidemic, the perceptions are the symptoms of the health concern (crime). The OVP will work to address the symptoms have having contracted outreach staff called “violence interrupters” to do focused deterrence, street outreach, and address the impacts/symptoms in the community. Violence Interrupters will be intervening in the individuals that are the most at risk of the violence to lessen and prevent the impacts the violence has.

As crimes increase and decrease, the city will respond to ensure all residents feel safe and the city is welcoming to all. As we scale this program, we hope by creating the OVP, crime will decrease and public trust and legitimacy will increase.

Describe any populations that are disproportionately impacted by the issue and how. Include any available data that illustrates the scale of the community safety issue. Any data or research referenced in the narrative should include the source of the data and/or a citation.

The population that are disproportionately impacted by firearms violence in Green Bay was concluded in the technical analysis done by the National Institute of Criminal Justice Reform (NICJR) in 2022. Below is the research based on firearms violence from 2019-2021.

The victims and suspects of homicides and nonfatal shootings in the Green Bay are primarily male, Black, and between the ages of 18-34. Nearly 90% of victims and suspects in homicides/shootings and 66% of victims and suspects in shots fired incidents were male. About 55% of victims and suspects in homicides/shootings and 62% of victims and suspects in shots fired incidents were Black, despite Black residents comprising only 4% percent of the overall population in the city. Approximately 76% of

CITY OF GREEN BAY
SAFER COMMUNITY GRANT
APPLICATION
December 2022

homicide/shooting victims and suspects and 72% of shots fired victim and suspects were between the ages of 18-34, with a mean age of 28.1 and 29.4, respectively.

A victim or suspect was noted to have prior criminal justice system involvement if they were arrested in Green Bay, regardless of conviction, prior to their involvement in the gun violence event. Approximately 75% percent of homicide and shooting victims and suspects were known to the criminal justice system prior to the incident. Among victims and suspects with prior arrests, about 44% had been previously incarcerated. At least 22% of all homicide and shooting victims and suspects were under active supervision at the time of the incident and about 32% had previously been under supervision (i.e., probation or parole). At least 44% of all victims and suspects had been under any prior or active supervision. At the time of the incident, 32% of victims and 39% of suspects had active pending criminal cases.

Similarly, about 68% of shots fired victims and suspects were known to the criminal justice system prior to the incident. Of those, about 49% had previously been incarcerated. At least 32% were on active supervision at the time of the incident, and about 46% had previously been on 5 probation or parole. At the time of the incident, 28% of victims and 25% of suspects had active pending criminal cases. Victims and suspects of homicides and shootings were remarkably similar in terms of the average number and type of prior criminal offenses. Of those who were known to the criminal justice system prior to the incident, most victims and suspects had been arrested for violent (avg. 1.1) or disorder (avg. 0.9), though most criminal activity was spread relatively evenly across offense categories. Overall, most victims and suspects with prior criminal offenses had been arrested in Green Bay about 4.3 times for about 4.5 different offenses by the time of the homicide or shooting. Of these, about 1.4 arrests included felony charges. Statewide, victims and suspects had an average of 1.7 prior misdemeanor criminal cases and 1.6 prior felony cases.

Describe your project and how it will address the community safety issue identified in the previous question. Describe the priority population that your project aims to benefit and any previous or current efforts to improve the safety and wellbeing of that population.

The OVP will work with all city departments to treat firearms violence as a health crisis. The OVP will be led by a program director and staffed with a program analyst that will research firearms violence to include but not limited to who or what groups are involved, how it is occurring and motives. The goal of the OVP is to coordinate firearm violence reductions strategies with the use of violence interrupters to do focused deterrence and street outreach. The OVP is a long-term solution to keep the strategies sustainable and focused preventing further crimes and protecting victims.

According to the technical analysis done by the National Institute of Justice, the victims and suspects of homicides and non-fatal shootings are primarily male, Black between ages of 18-34 despite black residents make up 4% of the entire population. The OVP will work closely with this population to help address and overcome the firearms violence.

Currently, the city works very closely with this population. When community problems or violence occurs, city officials reach out to local non-profits that work closely with this population. Our working relationship helped us through the civil unrest of 2020 to present day. We prioritize open communication and respect each other's perspective and opinions which has helped us grow as a community and enhance the quality of life.

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Also, the Chief of Police Chris Davis has formed a community stakeholders group comprised of residents to help address the firearms violence in the city. The group meets regularly to help bring ideas, strategies, and community concerns to help the city and police department work to reduce and eliminate the firearms violence.

Next, the police department formed a neighborhood response team (NRT) to address the firearms violence in the city. NRT officers conducted focused deterrence and street outreach to gather intel to help prevent it from occurring. Along with NRT, patrol officers develop intel and work closely with our crime analysis staff to ensure the department and is providing the most efficient intelligence gathering.

Knowing the population that is greatly affected by this violence, the goal of the OVP is to bring all resources together throughout the city to help address the firearms violence. All city departments will be involved in working to address this violence just like a health problem is addressed by many doctors.

Describe 3 specific goals and 3 specific objectives that your project aims to achieve within the grant period

1. Goal: Implement and Sustain an Office of Violence Prevention (OVP). The OVP will administered out the Neighborhoods Division of Economic Development that will focus on reducing firearms violence within the city
 - a. Objective: Though the use of current strategies and the work of the OVP, the objective will be to improve intelligence gathering and data collection to better understand firearm and group violence dynamics
2. Goal: Implement Firearms Violence Reduction Strategies
 - a. Objective: Institute a regular review of shootings that identify incidents with high likelihood of retaliation and identify individuals at very high risk of being involved in gun violence. In addition, city staff, police department staff, prosecutors and other law enforcement partners will work collaboratively to apply swift enforcement actions for the small number of people involved in gun violence.
3. Goal: Increase investment in community-based services.
 - a. Objective: Partner with community organizations that provide violence intervention services and refer individuals at very high risk of firearm violence who do not face imminent arrest to those organizations.

Outline the specific activities that your project will conduct to achieve the goals and objectives described in the previous question and how you would define success at the end of the grant period

Goal #1 The OVP will work collaboratively with city staff, community advocacy groups, hospitals, other law enforcement agencies and non-profits to collect data, research trends, develop motives, and report their findings to city staff. The program director will coordinate and lead meeting with city staff and the community. This training is crucial as community stakeholders need to be educated on the work of the OVP to provide recommendations and possible solutions. The OVP will also provide a platform for all city staff and residents to be heard and most importantly to be listened to. It is anticipated that residents

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will be emotional, be invested in their community and show a sense of ownership. The OVP will work to bring all this together and coordinate meaningful work to reduce firearms violence within the city.

Goal#2 The OVP will work to implement firearms violence reductions strategies. Currently, the police department meets every Wednesday afternoon to review the violent crime and implement strategies to combat what is occurring. The implementation of a firearms reduction strategy will be discussed weekly if not daily based on the number of crimes occurring. In addition, there will be activities like community listening sessions to give residents a voice and to be heard. Also, patrol officers and neighborhood response team officers will identify community stakeholders to help develop intel and lead discussions to help city staff understand why this violence from occurring. Finally, the OVP will bring all law enforcement agencies, hospitals, and district attorney office together to have a coordinated response to the firearms violence. If everyone can work together, every entity saves time, money, resources, and most importantly saves a person from being a victim of the violence.

Goal #3 Investing in community bases services will done by bring all services providers together to achieve the mission and goals of the OVP. This will be done by implementing “violence interrupters” in the community. Often called credible messengers or life coaches. Violence interrupters are community-based residents that have credibility in the community, understand the problems facing the youth and young adults, and have real life experience of the struggles that people are experiencing. Most importantly, interrupters will develop relationships in youth and young adults to divert them from making bad decisions and or protecting them from violence. This intervention is the cornerstone of our success. The OVP will work tirelessly to develop intervention strategies for people who the OVP identifies as being at most risk of firearms violence.

At the end of the grant period, the program director will report out the goals and objectives stated above. One measurement of success will be on the number of firearm violence incidents before and after the OVP implemented. However, success is not solely dependent on statistics. Success will be measured on the number of strategies implemented, number of failures identified, areas of opportunity where we reassessed our strategies, the level of community involvement, number of interventions, and most importantly perception, feelings, and overall well-being of residents.

Describe any conditions and dynamics in your community that may hinder the implementation or results that your program aims to achieve.

There are few conditions or dynamics that may hinder the implementation or results of the Office of Violence Prevention. One condition that may hinder results is the low sample numbers as the sample is not statistically significant. For example, the low homicide rate. There could be two homicides one year and four the next which would cause over 100% increase. This is a tragic increase to the community and will be addressed. However, the increase is still drastically lower than the nationwide increase per the national institute of criminal justice reform.

The next hindrance may be the lack of trust and residents wanting to get involved. The city experienced an increase in non-fatal shootings over the last three years. The OVP may be hindered by obtaining intelligence and actionable intel from residents. Though Green Bay is a large city compared to most in Wisconsin, residents are familiar with each other and people tend to keep to themselves. As a city we must prioritize building rapport and communication lines to help overcome this tight-knit community.

Finally, the OVP must be focused on its mission and work with violence interpreters. This process will be difficult to implement as it's a new concept to Green Bay. The designated staff must establish

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credibility and trust within the community which will take time, effort, and dedication. They will work to establish themselves as trust life coaches or credible messengers and work to have the community see they are not the police. This process does not happen overnight and will take an incredible amount of time and effort.

Describe how you will engage the voices of the impacted population in the design and implementation of your project. Describe any government, community, or nonprofit partners that will be involved in the implementation of your project including their role and deliverables.

The Office of Violence prevention will engage the impacted population through the use of violence interrupters. Interrupters will be selected from the Green Bay community that have credibility, trust, and connections to help engage the community. The impacted population and all residents may struggle in welcoming new people and new initiatives. Interrupters will work hard to engage, educate, and overcome any barriers to build trust. The OVP goal is to build an infrastructure through violence interrupters to reduce and prevent future violence.

The OVP will also hold regular community meetings to listen, engage, and respond to the community concerns. There must be open, meaningful and respectful communication between the city and community. No one entity can do this alone as it's a collective effort to end the violence. The OVP will also work to bring other law enforcement agencies, hospital, non-profits and advocacy groups to the table to help develop and sustain our strategies to reduce firearms violence.

The OVP will work with non-profits like the Boys N Girls Clubs, mentoring programs, juvenile justice initiatives, and community-based resource centers like mentoring programs, "We All Rise African American Resource Center, and local barber shops." These organizations are a voice of the community that will help our intelligence gathering. They will provide direction on what the community is feeling, experiencing, and provide recommendations to the city to reassess current firearms violence strategies.

Non-profits also bring valuable training opportunities to city staff. City staff may not know the vibe, fears, anxiety or disruption in the community. All of the Non-profits/organizations above work in the community. They have a perspective that city staff may never have. This valuable information is needed and welcome to help shape the mission and strategies of the OVP.

Describe the applicant agency's experience and capability to manage and implement the proposed project and grant reporting requirements. Highlight any previous or current program activities within the community in which your project will take place. Describe the size and type of grants managed by the applicant agency and any specific experience with grant or contract compliance, reporting, and invoicing

The city of Green Bay has extensive experience in implementing projects. City departments implement countless projects for the betterment of the community. When projects are implemented, all department's coordinate, communicate, and work together to ensure the betterment and customer service to the community is priority.

The city is prepared to implement the Office of Violence prevention. The department of economic development, finance, parks, and police department will work together to implement the OVP. Each department will have a designated role to its success as it's a collective effort. This coordination is no different than other projects so the OVP will be a seamless transition from project to project.

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All city staff work together on the grant reporting requirements. Our finance department works with city council to approve and administer the grants for city departments. Reporting, accounting, and attention details is our focus to ensure all grants are properly administered. The OVP director and staff will work closely with the finance department to ensure all grant requirements are fulfilled.

The OVP will work with current program activities such as addressing problems in city parks, re-designing the Ken Eurs Nature center through crime prevention through environmental design (CPTED), and crime prevention programs like “bring your own 5” basketball games with youth and officers. The OVP will work with these initiatives to help build trust, respect and legitimacy in the community.

The city has managed grants from a few hundred dollars to millions of dollars. All grants are administered through the finance department. The finance director and staff work with all department heads on the accepting, implementing, awarding, and reporting process. The sustainability of the grant is dependent on processing the grant. Knowing the importance of this, the city works collectively with council and staff to make sure it is done correctly.

The city relies heavily on grant funding as the levy, capital improvement fund, and general fund could not sustain the needs of the city. City staff will work with the finance department to ensure the grant is implemented, managed and invoiced accordingly.

Describe your agency’s experience with managing reimbursable grants or contracts that require the agency to pay for project activities first and submit required documentation with invoices for reimbursement. If your agency has no experience with reimbursement-based funding, please describe measures that will be taken to ensure that the necessary infrastructure and resources will be in place for the duration of the funded grant period.

The city has managed multiple grants that have required the city to pay for the project activities. Such activities include crime prevention initiatives within the police department or employee wellness initiatives. With finance committee and council approve it is common for the city to pay for the project activities first and later submit for reimbursement.

The payment and reimbursement process are ongoing. City staff along with the finance department monitor the process to ensure all reporting requirements are on time and the reporting is complete. The level of detail and attention to the grants is just as important as the implementation of the grant.

Please provide a list of key staff within the agency that will be responsible for each of the following: project management, financial reporting, performance tracking and evaluation

Project Management: The office of Violence Prevention Program Director

Financial Reporting: City Finance Director/Staff along with Program Director and Assistant Economic Development Director

Performance Tracking: Program data analyst

Program Evaluation: Program director along with the Assistant Economic Development Director

Describe your plan for tracking program performance. Identify who will be responsible for data collection and how data will be collected. Describe the data sources you intend to use to document and track program activities, goals, objectives, outcomes, and results.

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The Office of Violence Prevention (OVP) will be administered by the mayors office and the department of economic development. Within the Economic Development is the neighborhood division. The plan is for the OVP to be run out of this division. The Assistant Director of Economic Development will be the point of contact for the OVP. The OVP will be led by a program director that reports to the assistant director. Together they will coordinate all city staff, program data analyst and violence interrupters to coordinate the mission of the OVP.

Tracking the program will done by the program director. The program director will be responsible for all duties and responsibilities of the OVP. The proposed plan is for a program analyst to collect, track, and report out on the data and intelligence gathered. Together the director and analyst will track activities, set goals objectives and outcomes. The analyst will report out the results and recommendations for the interrupters to intervene in the individuals who are at most risk of firearms violence.

The city is committed to providing the director analyst with the reporting technical assistance to ensure proper documentation of not only the intel gathered but for the administration of the grant as well. We plan on partnering with an organization for technical assistance. We intend to learn from other cities and organizations to implement the best practices to make sure we are efficient in our tracking, strategies, and reporting.

The sources the director and analyst will examine are past and future firearm incidents that occurred within the city. This will require a thorough review of all incidents using computer aid dispatch (CAD) data, intel gathered by officers and detectives, and intelligence obtained by the violence interrupters.

The technical analysis on firearm violence done by the National Institute of Criminal Justice Reform that was done in March of 2022 is the best data source. The goal of the analyst is to provide data at real time for violence interrupters to respond to and make sure our violence reduction strategies are based on the most up to date data. The plan is to outfit the OVP with the necessary technology (computers, reporting and intelligence software) to assist with the tracking and reporting.

List any key performance metrics that you plan to use to assess the project's effectiveness. Describe the process that will be used to accurately report data to MCW to support both performance measures and program evaluation.

- Setting a 1-year goal of creating the Office of Violence Prevention to include
 - Onboarding a program director, data analyst and violence interrupters
 - Establishing technical assistance platform with outside organization.
- Determine the level of involvement from city staff, local hospitals, and non-profits
- Establish the number of program initiatives created and implemented.
 - Build legitimacy and trust by building community partnerships
- Set number of community engagement and outreach events attended
- Track the number of interventions made
- Analyze non-fatal shootings to determine if their increasing or decreasing
 - Identify groups of individuals or populations
 - Determine if the victims and suspects are local or out of the area
 - Conclude gang involvement
- Establish community relationships to sustain the OVP through community meetings, street outreach and focused deterrence.
- Develop a three plan to identify goals, objectives, and performance measures. Also review the first year's successes and areas of improvement.

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- Establish financial stability by additional grants and or implementing the OVP into the city operating budget.

The OVP will report the performance measures and program evaluation to MCW annually. This report shall be completed by January 31st for the previous year. The program director will be responsible for briefing the mayor and assistant director of Economic Development throughout the year to ensure the OVP is working toward the city and OVP mission. The annual report will be compiled using the reporting software and technical assistance to ensure the performance measures are being met and evaluated.

Please describe any desired technical assistance that you will be requesting from the MCW CIC that would be useful to your agency in the successful implementation and evaluation of your project (e.g. project management, data collection and analysis, program evaluation, coalition/partnership development, understanding violence as a public health issue

The Green Bay Office of Violence Prevention will be requesting technical assistance with program evaluation. To be successful, the OVP must know what the evaluation method is to achieve throughout the year. The city will request assistance to ensure we are starting out correctly and developing programing to maintain long term sustainability.

Once the evaluation method is known, the OVP and city staff can work together to make sure their programing is meeting the desired results. If the programs are not working, the OVP will reassess and develop new programs. Without constant evaluation and change in programing, the OVP will become stagnant. The OVP must adapt quickly as the needs of the community changes.

The OVP will also seek assistance in understanding violence as public health issue. The Green Bay OVP will learn from MCW and other cities that have an OVP to implement the best practices and develop strategies to combat firearm violence like it is a public health issue. Since the city does not have its own health department; we hope to seek guidance from MCW to help guide the city as the OVP is created and implemented.

Wisconsin Community Safety Fund (WCSF)
Workplan

Goal:

TASK/ACTIVITY	ACTIVITY TYPE (Planning/Implementation)	STAFF RESPONSIBLE	TIMELINE Start & End Date
1. Contract with a Consultant for technical assistance for program implementation (RFP in progress of November 2022). Research and keep current the technical analysis of firearm violence from 2022 and beyond	Planning- partnering with another organization will allow the city to use proven strategies to reduce gun violence.	Mayor, city council, Economic Development Staff, and Chief of Police	January 2023 to January of 2026
2. Establish mission of the Office of Violence Prevention (OVP) to include goals, objectives, timelines etc. Establish job Descriptions for Program Director and Standard Operating Procedures.	Planning-working with city staff to achieve measurable objectives to meet the tasks. Proper planning will ensure the OVP starts out efficiently and effectively.	Neighborhoods division within the Department of Economic Development and City Human Resources.	February 2023 to April 2023
3. Hire a Program Director to establish roles, responsibilities to build the OVP. Work with partner organizations to develop and implement gun violence reduction strategies.	Implementation-The Program Director will build the OVP using models across the county that have been proven successful.	Program Director will report to the Assistant Director of Economic Development and mayor's staff.	April 2023 to June 2023. Goal is to have the program director in place as of the summer of 2023.
4. Identify individuals, groups, and populations that are at most risk of gun violence. Implement violence interrupters into the OVP. Work to intervene in these individuals' lives to help stop gun violence and prevent future victimization.	Implementation- The program director will research the gun violence and work with violence interrupters to do focused deterrence and street outreach with people most at risk.	Program Director and Violence Interrupters.	June 2023-December of 2023 and beyond.

5. Develop sustainable goals and gun violence reductions strategies to reduce and eliminate gun violence within the city. Strategies will be deployed along with violence interrupters to stop the rise in gun violence.	Implementation-The OVP will work to implement gun violence reduction strategies. If the violence increases, strategies will change. The OVP will be more proactive to stop the crime from occurring initially.	Program Director in conjunction with Mayor's office staff, economic development staff, and the police department.	June 2023 and beyond.
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Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

April 11, 2023

PREPARED BY

Diana Ellenbecker, Finance Director

AGENDA ITEM # E.2

For consideration and possible action on accepting the 2022 BJA FY22 Edward Bryne Memorial Justice Assistance grant program for \$56,093.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. 2022 JAG GTF
2. 2022 JAG docs 3-22-23



GRANT TRACKING FORM

PART #1: Notification of Grant Funds

(emailto:PamelaMa@greenbaywi.gov)

APPLICANT DEPARTMENT: Police

DATE: 3/22/2023

APPLICANT DEPARTMENT GRANT CONTACT NAME/TITLE: Rick Jurkanis/Business Manager

APPROPRIATE COMMITTEE: Finance

NAME OF GRANT/FUNDING SOURCE: 2022 Justice Assistance Grant (JAG)/USDOJ

AMOUNT OF GRANT REQUEST: \$56,093

LOCAL MATCH REQUIREMENT: \$0

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

TIMEFRAME OF GRANT: 10/1/2021 through 9/30/2025

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

PURPOSE OF GRANT (summary): Grant will provide \$50,484 for 20 security/surveillance cameras for the GBPD as well as \$5,609 for the Brown County Sheriff Department for 8 ballistic vests.

How does the grant meet City/Department needs? Equipment for law enforcement needs

What are the personnel requirements (include both existing and new staff) of the grant? None

DEPARTMENT HEAD SIGNATURE: _____

[Signature]

PART #2: Request to Accept Grant Funds

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

AMOUNT OF GRANT AWARD: \$56,093

CFDA/STATE ID #: 16.738

LOCAL MATCH REQUIREMENT: \$0

Please describe the source of match, if applicable: N/A

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

Please describe what the grant money will be spent on Grant will provide \$50,484 for 20 security/surveillance cameras for the GBPD as well as \$5,609 for the Brown County Sheriff Department for 8 ballistic vests.

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

FC = Finance Committee

**FY 2022 Edward Byrne Memorial Justice Assistance Grant
(JAG)
C-BJA-2022-00155-PROD**

BUDGET NARRATIVE

Green Bay Police Department

Through the 2022 JAG grant, the Green Bay Police Department will purchase the following equipment:

1. (20) Security/Surveillance Cameras with Accessories (\$50,484): Cameras to enhance our community intelligence, officer safety and policing efforts.

\$50,484 in JAG funding makes up the total project cost for the Green Bay Police Department portion of the funding.

Brown County Sheriffs Department

Brown County will use their portion of the 2022 JAG grant funds to purchase the following equipment:

1. (8) Ballistic Vests (\$5,609): For officer safety.

\$5,609 in 2022 JAG funding makes up the total project cost for the Brown County Sheriffs Department portion of the funding.

Total project cost for both agencies = \$56,093

✓ Award Letter

September 26, 2022

Dear RICK JURKANIS,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by GREEN BAY, CITY OF for an award under the funding opportunity entitled 2022 BJA FY 22 Edward Byrne Memorial Justice Assistance Grant Program - Local Solicitation. The approved award amount is \$56,093.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen Henneberg
Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), 205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

NEPA Coordinator

First Name

Orbin

Middle Name

—

Last Name

Terry

- > Award Information
- > Project Information
- > Financial Information
- > Award Conditions
- > Award Acceptance

- > Award Letter
- > Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name
GREEN BAY, CITY OF

UEI
P979A46EYKJ3

Street 1
307 S ADAMS ST

Street 2

City
GREEN BAY

State/U.S. Territory
Wisconsin

Zip/Postal Code
54301

Country
United States

County/Parish

Province

 Award Details

Federal Award Date	Award Type
9/26/22	Initial
Award Number	Supplement Number
15PBJA-22-GG-02280-JAGX	00
Federal Award Amount	Funding Instrument Type
\$56,093.00	Grant

Assistance Listing Number Assistance Listings Program Title

16.738	Edward Byrne Memorial Justice Assistance Grant Program
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Statutory Authority

Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)

☒ *I have read and understand the information presented in this section of the Federal Award Instrument.*

- > **Project Information**
- > **Financial Information**
- > **Award Conditions**

- > Award Letter
- > Award Information
- > Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title	Awarding Agency
2022 BJA FY 22 Edward Byrne Memorial Justice Assistance Grant Program - Local Solicitation	OJP Program Office
Application Number GRANT13689816	BJA
Grant Manager Name Gemea Joyce	Phone Number 202-598-3465
E-mail Address Gemea.Joyce@usdoj.gov	

Project Title 2022 Justice Assistance Grant (JAG)	
Performance Period Start Date 10/01/2021	Performance Period End Date 09/30/2025

Budget Period Start Date

10/01/2021

Budget Period End Date

09/30/2025

Project Description

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice or civil proceedings, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; 7) crime victim and witness programs (other than compensation); 8) mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams; and 9) implementation of state crisis intervention court proceedings and related programs or initiatives, including but not limited to: mental health courts; drug courts; veterans courts; and extreme risk protection order programs.

☒ I have read and understand the information presented in this section of the Federal Award Instrument.

> Financial Information

> Award Conditions

> Award Acceptance



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

April 11, 2023

PREPARED BY

Diana Ellenbecker, Finance Director

AGENDA ITEM # E.3

For consideration and possible action on accepting the 2022 FY22 Microgrants-Community Policing Development Solicitation for \$40,331.24.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. 2022 COPS Microgrant P2P GTF
2. 22 Cops Micro P2P Award Docs



GRANT TRACKING FORM

PART #1: Notification of Grant Funds

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

APPLICANT DEPARTMENT: Police

DATE: 3/22/2023

APPLICANT DEPARTMENT GRANT CONTACT NAME/TITLE: Rick Jurkanis/Business Manager

APPROPRIATE COMMITTEE: Finance

NAME OF GRANT/FUNDING SOURCE: FY22 Microgrants-Community Policing Development Solicitation
USDOJ/COPS

AMOUNT OF GRANT REQUEST: \$40,331.24

LOCAL MATCH REQUIREMENT: \$0

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

TIMEFRAME OF GRANT: 9/1/2022 through 8/31/2023

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

PURPOSE OF GRANT (summary): Grant will provide the GBPD Police Legitimacy training.

How does the grant meet City/Department needs? Training for law enforcement purposes (\$26,456.24).
Overtime pay (\$13,875.00)

What are the personnel requirements (include both existing and new staff) of the grant? None

DEPARTMENT HEAD SIGNATURE: _____

PART #2: Request to Accept Grant Funds

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

AMOUNT OF GRANT AWARD: \$40,331.24

CFDA/STATE ID #: 16.710

LOCAL MATCH REQUIREMENT: \$0

Please describe the source of match, if applicable: N/A

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

Please describe what the grant money will be spent on Training for law enforcement purposes (\$26,456.98).
Overtime pay (\$13,875.00)

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

FC = Finance Committee

✓ Award Letter

October 13, 2022

Dear RICK JURKANIS,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Community Oriented Policing Services (the COPS Office) has approved the application submitted by GREEN BAY, CITY OF for an award under the funding opportunity entitled 2022 FY22 Microgrants -Community Policing Development Solicitation. The approved award amount is \$40,331.24.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by the COPS Office, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

ROBERT CHAPMAN
Acting Director

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the

Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

- **Award Information**
- **Project Information**
- **Financial Information**
- **Other Award Documents**
- **Award Conditions**
- **Award Acceptance**

- > Award Letter
- ✓ Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

GREEN BAY, CITY OF

UEI

P979A46EYKJ3

ORI Number

Street 1

307 S ADAMS ST

Street 2**City**

GREEN BAY

State/U.S. Territory

Wisconsin

Zip/Postal Code

54301

Country

United States

County/Parish

Province

Award Details

Federal Award Date

10/13/22

Award Type

Initial

Award Number

15JCOPS-22-GG-04522-PPSE

Supplement Number

00

Federal Award Amount

\$40,331.24

Funding Instrument Type

Grant

Assistance Listing Number Assistance Listings Program Title

16.710

Public Safety Partnership and Community Policing Grants

Statutory Authority

The Public Safety Partnership and Community Policing Act of 1994, 34 U.S.C. § 10381 et seq

☒ *I have read and understand the information presented in this section of the Federal Award Instrument.*

- › **Project Information**
- › **Financial Information**
- › **Other Award Documents**
- › **Award Conditions**
- › **Award Acceptance**

- > **Award Letter**
- > **Award Information**
- ✓ **Project Information**

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2022 FY22 Microgrants -Community Policing
Development Solicitation

Awarding Agency

COPS

Application Number

GRANT13664184

Grant Manager Name

JEREMY KOMMEL-BERNSTEIN

Phone Number

[202-305-1264](tel:202-305-1264)

E-mail Address

Jeremy.Kommel-Bernstein@usdoj.gov

.....

Project Title

FY22 City of Green Bay, WI Microgrant

**Performance Period Start
Date**

09/01/2022

**Performance Period End
Date**

08/31/2023

Budget Period Start Date

09/01/2022

Budget Period End Date

08/31/2023

Project Description

The Green Bay is offering an alternative approach called the Police2Peace Project, providing innovative and original trainings on “cops as peace officers” (the Peace Officer Framework) and how to operationalize “The Peace Officer Promise” (a policing Hippocratic Oath; to do no harm while controlling crime).



I have read and understand the information presented in this section of the Federal Award Instrument.

- > **Financial Information**
- > **Other Award Documents**
- > **Award Conditions**
- > **Award Acceptance**

- > **Award Letter**
- > **Award Information**
- > **Project Information**
- ✓ **Financial Information**

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

A financial analysis of budgeted costs has been completed. All costs listed in the approved budget below were programmatically approved based on the final proposed detailed budget and budget narratives submitted by your agency to the COPS Office. Any adjustments or edits to the proposed budget are explained below.

Budget Clearance Date: 9/20/22 8:45 PM

Comments

No items

Budget Category	Proposed Budget	Change	Approved Budget	Percentages
Sworn Officer Positions	\$0.00	\$0.00	\$0.00	
Civilian or Non-Sworn Personnel	\$0.00	\$0.00	\$0.00	
Travel	\$0.00	\$0.00	\$0.00	
Equipment	\$0.00	\$0.00	\$0.00	
Supplies	\$0.00	\$0.00	\$0.00	
SubAwards	\$0.00	\$0.00	\$0.00	
Procurement Contracts	\$26,456.24	\$0.00	\$26,456.24	
Other Costs	\$13,875.00	\$0.00	\$13,875.00	

Indirect Costs	\$0.00	\$0.00	\$0.00	
Total Project Costs	\$40,331.24	\$0.00	\$40,331.24	
Federal Funds:			\$40,331.24	100.00%
Match Amount:			\$0.00	0.00%
Program Income:			\$0.00	0.00%

Budget Detail Summary View

Budget Category

Sworn Officer

Civilian Personnel

Travel

Equipment

Supplies

SubAwards

Procurement Contracts

Other Costs

Indirect Costs



I have read and understand the information presented in this section of the Federal Award Instrument.

> **Other Award Documents**

> **Award Conditions**

> **Award Acceptance**

- Award Letter
- Award Information
- Project Information
- Financial Information
- Other Award Documents
- Award Conditions
- ✓ Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Acting Director	ROBERT CHAPMAN	9/28/22 10:42 AM

Authorized Representative

☒ Declaration and Certification (Law Enforcement Executive/Program Official)

Entity Acceptance

Title of Authorized Entity Official

Chief of Police

Name of Authorized Entity Official

Christopher Davis

Signed Date And Time

1/19/2023 1:09 PM

☒ Declaration and Certification (Government Executive/Financial Official)

Entity Acceptance

Title of Authorized Entity Official

Mayor

Name of Authorized Entity Official

Eric Genrich

Signed Date And Time

3/22/2023 10:52 AM

Prior Acceptance

☒ Declaration and Certification (Law Enforcement Executive/Program Official)

Entity Acceptance

Title of Authorized Entity Official

Business Manager

Name of Authorized Entity Official

RICK JURKANIS

Signed Date And Time

11/10/2022 2:43 PM

☒ Declaration and Certification (Government Executive/Financial Official)

Entity Acceptance

Title of Authorized Entity Official

Business Manager

Name of Authorized Entity Official

RICK JURKANIS

Signed Date And Time

11/10/2022 2:45 PM



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

April 11, 2023

PREPARED BY

Diana Ellenbecker, Finance Director

AGENDA ITEM # E.4

For Consideration and possible action to approve a Lease by the Wisconsin Department of Administration for office space at 315 South Baird Street, beginning June 1, 2023. Annual rent will be \$13,684.32 (Year 1), \$13,923.80 (year 2), and \$14,167.46 (Year 3), for the initial 3-year term. The Lease may be renewed for two successive 3-year periods with an annual increase of 1.75 percent.

BACKGROUND

The state of Wisconsin-Department of Administration is paying the City to lease approximately 884 sq ft of office space.

Renewal of an existing lease that has expired.

The new lease runs from June 1, 2023 – May 31, 2026.

To be receipted to account 101300 48220 – included in the 2023 budget.

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. Police 315 Baird St 410-130 LEASE 3-29-2023 DRAFT

GROSS LEASE

THIS LEASE, made and entered into on _____, by and between, City of Green Bay (the "Lessor"), whose address is 307 South Adams Street, Green Bay, Wisconsin 54301 and the STATE OF WISCONSIN, DEPARTMENT OF ADMINISTRATION (the "Lessee");

WITNESSETH, the parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. PREMISES. Lessor hereby leases to Lessee and Lessee leases from Lessor the following (the "Premises"):

Approximately 884 square feet of office space in Lessor's building, together with all appurtenances and access to common areas, located at 315 South Baird Street in the City of Green Bay, Wisconsin (the "Building"), which Premises are further described in Exhibits A (aerial photo/site plan) & B (floor plan) attached.

2. USE OF PREMISES. Except as otherwise authorized in writing by Lessor, Lessee shall use the Premises as space for the Department of Corrections or such other agency that may be designated by Lessee (collectively, the "Tenant").

3. TERM. The lease term hereunder shall begin on **June 1, 2023 and end on May 31, 2026** (3 years). In addition, the Lease includes two 3-year renewal options. Note: Lease Number 410-045 shall terminate upon the commencement date of this Lease.

a) If the actual Commencement Date differs from the stated lease term beginning date, the Lessor and Lessee shall execute a 'letter of addendum' which shall designate the exact Rent Commencement Date/Lease Term Begin Date and the Termination Date of this Lease, such that it shall be a full 3-year term.

b) Intentionally left blank.

4. INITIAL TERM RENTAL. The Lessee shall pay the Lessor rent for the Premises during the first year of the initial 3-year Lease term at the following rate: The sum of Thirteen Thousand Six Hundred Eighty-four And

32/100 Dollars (\$13,684.32) per annum, in equal monthly installments of One Thousand One Hundred Forty And 36/100 Dollars (\$1,140.36). The annual rental rate for the first and each subsequent year of the initial term shall be in accordance with the following schedule. Annual increases of 1.75% shall apply to Annual Rent.

Initial Lease Term Rental Rate Schedule

Begin Date	End Date	Annual Rent	Monthly Rent
June 1, 2023	May 31, 2024	\$13,684.32	\$1,140.36
June 1, 2024	May 31, 2025	\$13,923.80	\$1,160.32
June 1, 2025	May 31, 2026	\$14,167.46	\$1,180.62

The annual rent throughout the entire lease term, including optional extensions, shall be payable in advance in monthly installments as shown above on the first day of each month, except for the month of July during which the monthly installment is not due until the 15th day. Said rental payments shall be made to Lessor at the address for notices hereinafter set forth.

5. **RENEWAL RENTALS.** Provided that the Lessee is not then in default, this Lease may, at the option of the Lessee, be renewed for two successive 3-year periods from and after June 1, 2026 subject to the availability of funds for the payment of rentals, upon the same terms and conditions herein specified, provided written notice be given to Lessor at least 60 days before the Lease would otherwise expire. The annual rental rate for the first and then each subsequent year of the renewal terms, if exercised, shall be in accordance with the following schedule. Annual increases of 1.75% shall apply to each year of the renewal term if exercised.

If Exercised, First Renewal Term Rental Rate Schedule

Begin Date	End Date	Annual Rent	Monthly Rent
June 1, 2026	May 31, 2027	\$14,415.39	\$1,201.28
June 1, 2027	May 31, 2028	\$14,667.66	\$1,222.31
June 1, 2028	May 31, 2029	\$14,924.35	\$1,243.70

If Exercised, Second Renewal Term Rental Rate Schedule

Begin Date	End Date	Annual Rent	Monthly Rent
June 1, 2029	May 31, 2030	\$15,185.52	\$1,265.46
June 1, 2030	May 31, 2031	\$15,451.27	\$1,287.61
June 1, 2031	May 31, 2032	\$15,721.67	\$1,310.14

6. **ASSIGNMENTS, SUBLETTING.** Lessee shall not assign this Lease in any event, and shall not sublet the demised Premises, and will not permit the use of said Premises by anyone other than the Lessee, and the agents, contractors, grantors and grantees, and servants of the Lessee, without prior written approval of the Lessor, which shall not be unreasonably withheld.

7. **COVENANTS OF LESSOR.** Lessor hereby covenants and agrees with Lessee as follows:

- a) Lessor warrants that Lessee shall have quiet use and enjoyment of the Premises; that Lessor has complete interest, right in and title to the Premises so as to enable Lessor to enter into this Lease; and that the Premises is not encumbered in any way so as to hinder or obstruct Lessee's proposed use thereof, including no encumbrance or obstruction due to existing easements, zoning ordinances or building restrictions. Lessor shall obtain a certificate of occupancy or any other authorizations required by local ordinance to regulations prior to Lessee's occupancy.
- b) The Lessor shall duly carry out the various obligations and duties imposed upon it at the time and in the manner called for by this Lease.
- c) Lessor shall furnish during the term of this Lease the goods, services and other items listed on Schedule I attached hereto and incorporated by reference.
- d) Lessor shall be responsible for the costs of all improvements necessary to meet and maintain the standards and specifications set forth in Schedule I and Exhibits A, B and C. Lessor shall maintain, at Lessor's expense, the Premises so as, to comply with all federal, state and local codes applicable to the Premises.

Lessor agrees to complete, at Lessee's sole cost and expense, any reasonable improvements to the Premises which the Lessee requests to improve the health, safety and security of the Premises, which are in excess, of code requirements and not required by Schedule I.

- e) In connection, with the performance of work under this Lease, the Lessor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), sexual orientation, or national origin. This provision shall include, but not be limited to, the following; employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of

compensation and selection for training, including apprenticeship. Except with respect to sexual orientation, the Lessor further agrees to take affirmative action to ensure equal employment opportunities.

The Lessor agrees to comply with the anti-discrimination requirements contained herein to the extent compliance does not create a disparate treatment or would require more limiting or restrictive protections against discrimination than those policies already followed by the Lessor as a local unit of government.

The Lessor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Lessee, setting forth the provisions of the non-discrimination clause.

- f) Pursuant to 2019 Wisconsin Executive Order 1, Lessor agrees it will hire only on the basis of merit and will not discriminate against any persons performing under a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.
- g) Intentionally left blank.
- h) The Lessor as part of this Lease certifies that to the best of its knowledge both the Premises and the Building of which the Premises are a part do not contain any asbestos bearing material which is unsafe or which is not encapsulated. If during the Lessee's occupancy of the Premises such asbestos bearing material is found, and the Lessor has been notified by the Lessee that such asbestos bearing material exists, the Lessor shall within fourteen (14) days after receipt of such notice, be required to take such action as may be necessary to encapsulate or remove the asbestos bearing material. Upon determination that unsafe or un-encapsulated asbestos bearing material exists, the Lessee may at its option vacate the Premises until such time as the material has been encapsulated or removed to the satisfaction of the Lessee. If the Lessee vacates the Premises during the encapsulation or removal process, the Lessor shall reimburse the Lessee for all move related costs. No rent shall accrue to the Lessor during the period of time the Lessee is not in occupancy of the Premises. In the event the Lessor fails to encapsulate or remove the asbestos bearing material within the time specified, this Lease may be cancelled by the Lessee and the Lessor shall thereafter not have any claim against the Lessee on account, of the cancellation of this lease.

- i) The Lessor attests that space covered by this Lease is not owned by a state public official or state employee as defined in section 19.45, Wisconsin Statutes and Chapter ER-MRS 24 of the Wisconsin Administration Code, nor is the Lessor a business in which a state public official or state employee has any ownership, monetary or fiduciary interest.
- j) For the purposes of this Lease, "Hazardous Materials, Substances, or Air Pollutants" shall include, but not be limited to any, and all substances, materials, waste, or air pollutants determined currently or in the future as hazardous or capable of posing a risk of injury to health, safety, or property by any Federal, State, or local statute, law, ordinance, code, rule, regulation, order, or decree. The Lessor attests that the Premises are free of any hazardous materials, substances, or air pollutants as defined above, and the Lessor will now and forever after the termination of this Lease, hold Lessee harmless and indemnify the Lessee from and against any, and all claims, liability, damages or costs arising from or due to the presence of hazardous materials, substances, or air pollutants as defined above, except liability resulting from Lessee's use and occupancy of the Premises.

If during the Lessee's occupancy of the Premises such hazardous materials, substances, or air pollutants are found, the Lessor shall as soon as possible after receipt of notice take such action as may be necessary to render the Premises safe.

Upon determination by the Lessee that unsafe hazardous materials, substances, or air pollutants as defined above affecting the Lessee's quiet enjoyment of the Premises exists, the Lessee may vacate the Premises until such time, as the hazardous materials, substances, or air pollutants have been repaired or remediated to the satisfaction of the Lessee. If the Lessee vacates the Premises during the repair or remediation process, the Lessor shall reimburse the Lessee for all related or relocation costs and rent shall abate during the period of time the Lessee is not in occupancy of the Premises. In the event the Lessor fails to repair or remediate the hazardous materials, substances, or air pollutants as soon as practicable as determined by the Lessee, the Lease may by written notice to the Lessor be cancelled by the Lessee and the Lessor shall thereafter not have any claim against the Lessee due to the cancellation of this Lease.

Lessor will immediately advise Lessee in writing of any actions or claims relating to any hazardous materials, substances, or air pollutants on the Premises. If the Lessor has conducted or conducts any testing for hazardous materials, substances, or air pollutants on the Premises before or during the term of the Lease, then the Lessor shall provide a copy of any test results to the Lessee. The Lessee, at its own expense, may also conduct such testing as it deems appropriate on the Premises.

- k) In the event of any water damage to the Premises and/or common areas, Lessor agrees to begin the process of addressing the damage within twelve (12) hours of discovery or notification, and shall cause any water damaged (saturated, water spotted and/or dirty) materials to be dry within forty-eight (48) hours of the time of discovery of such damage. If such materials are not completely dry by the end of the 48-hour period, the Lessee may require that the saturated materials (i.e. carpet, drywall, ceiling tiles, etc.) shall be removed from the premises and immediately replaced with new materials of identical quality or better quality.
- l) Lessor agrees to provide prior notification and provision of Safety Data Sheets (SDS) if applicable to the Tenant on-site staff when any construction, renovation, maintenance, repairs, remodeling or cleaning work will be done within the building of which the Premises are a part of by the Lessor, contractors or other representative of the Lessor. The project notification and SDS documents should be provided to the on-site staff no less than five (5) workdays before the anticipated start of the actual work.
- m) The default by Lessor of any covenant or agreement contained in any paragraph or provision of this Lease, shall constitute a material default of the Lease, and shall entitle the Lessee to terminate this lease, PROVIDED, that prior to such termination, the Lessee shall notify the Lessor in writing of the nature of the default and shall grant the Lessor a period of thirty (30) days from the date of service of such notice to remedy or cease such act of default, and upon such remedy or cessation by the Lessor within said thirty (30) days, the Lessee shall waive the right to terminate for such default. In the event the act of default is such that it cannot be remedied within said thirty (30) day period, the Lessee shall waive the right to terminate for such default if corrective actions are commenced within such period and diligently pursued to completion by the Lessor.
- n) Lessor shall be responsible for paying to taxing authority the real estate taxes and any assessments on the Premises.

8. COVENANTS OF LESSEE. Lessee hereby covenants and agrees with Lessor as follows:

- a) Lessee does hereby covenant, promise, and agree to pay the rent in the manner hereinbefore specified, and to duly comply with all other provisions of this Lease at the time and in the manner herein provided.
- b) At the expiration of this Lease or any renewal thereof, the Lessee will return the Premises to the Lessor in as good condition as they were at the time the Lessee went into possession, ordinary wear, damage by the elements and fire excepted. It is mutually agreed, in consideration of the rent to be paid and other conditions of this Lease, that the Lessee shall not be responsible for damage to the Premises by fire.
- c) The Lessee's Tenant will not make or permit anyone to make any alterations, improvements or additions in or to the Premises, without the prior written consent of the Department of Administration, as Lessee, and the Lessor.
- d) The default by Lessee: (a) If Lessee shall be late in the payment of any rent or any other sum of money payable by Lessee to Lessor and if Lessee shall fail to cure said late payment within (30) days after receipt of notice of said late payment from Lessor, or (b) if Lessee shall be late in the performance or observance of any other agreement or condition in the Lease to be performed or observed and if Lessee shall fail to cure said late performance or observance within thirty (30) days after receipt of notice from Lessor of said late performance or observance (unless Lessee commences to cure said late performance or observance within (30) days after receipt of notice thereof and expedite the curing of the same to completion with due diligence), then, in any of said cases and without waiving any claims for breach of agreement, Lessor may send written notice to Lessee of the termination of the term of this Lease, and, on the fifth (5th) day next following the date of the sending of the notice, the term of this Lease shall terminate, Lessee hereby waiving all rights of redemption.
- e) Lessee agrees that any Improvements to the Premises made by Lessor for the benefit of Lessee shall be the property of Lessor. Such improvements exclude any of Lessee's system furniture, conventional furniture and all other Lessee personal property.

9. INSURANCE. Lessor agrees to procure and maintain, during the term of this lease, property and casualty insurance for the building containing the Premises. Lessor also agrees to procure and maintain, during the term of this lease, commercial general liability insurance in the amount of not less than **\$1.0 million each**

occurrence and \$2.0 million general aggregate. Under all conditions noted above, general aggregate limits are to apply on a per location basis. In addition, Lessor shall provide upon signing of the lease and thereafter annually, a Certificate of Insurance to Lessee evidencing such coverage by date of occupancy. When coverage requirements are \$2.0 million or greater, Lessee shall also be named as additional insured. The State of Wisconsin Self-Funded Liability and Property Programs protect the Lessee. Wisconsin Statutes provide funds to pay property and liability claims.

10. Intentionally left blank.

11. MAINTENANCE. The Lessor shall maintain the Premises in good repair and tenantable condition, and as required by s. 704.07, Wis. Stats., throughout the term of the Lease, except in case of damage arising from a willful act or the negligence of the Lessee's agents or employees. For the purpose, of so maintaining the Premises, the Lessor reserves the right at reasonable times to enter and inspect the Premises and to make any necessary repairs thereto.

12. DAMAGE OR DESTRUCTION. In the event the Premises are partially damaged or destroyed by fire or other casualty or happening such that Lessee may continue to use a part of the Premises, Lessor shall promptly repair such damage and restore the Premises to its condition immediately prior to said damage or destruction. In such event, the rental and any other obligations of Lessee payable hereunder shall abate proportionally by the ratio that the damaged area bears to the total area of the Premises. Should Lessor fail to complete said restoration within 60 days of the partial damage or destruction, Lessee may terminate this Lease.

In the event the Premises are damaged or destroyed such that Lessee is unable to occupy the Premises (untenantable) without undue hardship and/or disruption of its business, Lessee may elect to terminate this Lease by providing Lessor written notice of such termination within 14 days after such damage or destruction, and, in that event, all rent and other obligations of the Lessee hereunder shall terminate as of the date of such damage or destruction. In the event the Premises are untenable and Lessee does not elect to terminate this Lease, Lessor shall proceed immediately to rebuild and restore the Premises to its condition immediately prior to said damage or destruction. In the case of Lessee's election not to terminate, all rent and other

obligations of the Lessee hereunder shall abate from the date of untenability until the date Lessee retakes possession of the Premises. In the event Lessor fails to complete the restoration within 120 days of the untenability, Lessee may terminate this Agreement.

13. NOTICES. Notice in writing referred to herein shall not be construed to mean personal notice, but such notice shall be given in writing, by mail, by depositing the same in the post office or letter-box, in a postpaid envelope, addressed to the Lessor at Lessor's last known address, and such notice shall be deemed to be given at the time when the same shall be thus mailed. Such notices provided hereunder shall be addressed as follows:

If to Lessor: Rick Jurkanis
Green Bay Police Department
307 South Adams Street
Green Bay, WI 54301

Rent sent to: Same as above

If to Lessee: State Leasing Officer
Wisconsin Department of Administration
101 E. Wilson Street, 7th Floor
P.O. Box 7866
Madison, WI 53707-7866

14. FUNDING. The payment of rents under this Lease is subject to the availability of funds that may lawfully be used for such payment. As a result, the Lease does not constitute the contracting of public debt under Article VIII, Section 4 of the Wisconsin Constitution. The continuation of this Lease beyond the limits of the funds already available is contingent upon the future availability of funds to support the payment of rent for the programs housed in the facility covered by this Lease. In the event, such funding is not made available to the program or programs involved, the Lessee may at its option and upon sixty (60) days prior written notice to the Lessor, terminate this Lease. Use beyond the limits of the funds already available is contingent upon the future availability of funds.

15. RIGHT TO LEASE ADJACENT SPACE. Lessee may lease any available adjacent space at any time during the term of this Lease or renewal options. Improvements for such space will be of the same nature and quality

as that of the space contained herein. Such additional space shall be made available under mutually agreeable written terms, conditions, and rental rate as mutually agreed upon.

16. **BROKERS.** Lessor and Lessee represent and warrant to each other that they have had no dealings with any broker or agent in connection with this Lease and Lessor agrees to pay and hold Lessee harmless from any claims made by anyone for any compensation, commissions and charges claimed with respect to this Lease or the negotiations thereof.

17. **HOLDING OVER.** If Lessee holds over after the term hereof, with or without the express written consent of Lessor, such tenancy shall be from month to month only, with no renewal hereof or an extension for any further term, and in such case basic monthly rent, excluding amortization, shall be payable at the rate during the last month of the term hereof. Such month-to-month tenancy shall be subject to every other term, covenant and agreement contained herein, however Lessor shall have the right to terminate such month-to-month tenancy at any time for any reason upon written (30) thirty day notice to Lessee.

18. Intentionally left blank.

19. **FORCE MAJEURE.** In the event either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, riots, insurrection, war, acts of God, inclement weather, or other reason beyond that party's reasonable control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

20. Intentionally left blank.

21. **CONSTRUCTION OF IMPROVEMENTS.** On or before the Term Begin Date/Rent Commencement Date, unless such date is extended by mutual written consent, Lessor shall complete or cause to be completed

certain building improvements, all as more specifically set forth in Exhibit B (floor plan) and Exhibit C (scope of work) attached hereto and incorporated by reference. In the event, that this Lessor's work is not completed by the Commencement Date, or an alternate date mutually agreed to by both parties to this Lease, then Lessee may contract directly for this work, and shall with 30-days' notice to the Lessor, deduct the cost of this work from the next, and any subsequent as needed, month's rent payment. Lessee, through its authorized agents only, may, at its option, revise said building improvements prior to commencement of construction and request changes during construction, provided, however, that such changes must first be approved by Lessor. The method and amount of payment by Lessee for any increase or decrease in costs, if applicable, resulting from said changes in construction shall be negotiated between parties and documented in writing at the time of said requested changes.

22. LESSEE COSTS. Lessee shall be responsible for the monthly phone and data costs for the Premises.

23. CAPTIONS. The item captions contained herein are for convenience only and do not define, limit, or construe the contents of such items, paragraphs, or sections.

24. AUTHORIZATION, BINDING EFFECT. This Lease, together with all amending instructions subsequent thereto (collectively, the "Lease"), is not valid or effective for any purpose until approved by the Governor or his delegate, the Secretary of the Department of Administration, and no work is authorized until the Lease is fully executed.

25. WAIVER. The rights and remedies of either party under this Lease, as well as those provided or accorded by law, shall be cumulative, and none shall be exclusive of any other rights or remedies hereunder or allowed by law. A waiver by either party of any breach or breaches, default or defaults, of the other party hereunder shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default.

26. CHOICE OF LAW. This Lease shall be governed by and construed and interpreted in accordance with the laws of the State of Wisconsin.

27. EXECUTED LEASE. This Lease when fully executed shall be binding upon the respective heirs, executors, administrators, successors, and assigns of the parties hereto.

28. MISCELLANEOUS PROVISIONS - SEVERABILITY. If any provision of this Lease or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Lease or the application of such provision, or portion thereof, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

29. ENTIRE AGREEMENT. This Lease constitutes the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, written or oral.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names as of the date of the last signature below.

LESSOR:

City of Green Bay

By: _____
Signature

Eric Genrich - Mayor
Print Name and Title

Dated: _____

By: _____
Signature

Celestine Jeffreys – Clerk
Print Name and Title

Dated: _____

By: _____
Signature

Chris Davis – Chief of Police
Print Name and Title

Dated: _____

LESSEE:

State of Wisconsin, Department of Administration

By: _____

CHRIS PATTON
DEPUTY SECRETARY
DEPARTMENT OF ADMINISTRATION

Dated: _____

Schedule I

The Lessor, **at Lessor's cost**, shall furnish to the Lessee during the term of this Lease, as part of the rental consideration, the following:

1. The environmental control system shall maintain a comfortable humidity level and temperatures for an estimated use of 60 hours per week as follows:

Summer	Winter
76 Degrees (+/- 2 ⁰)	70 Degrees (+/- 2 ⁰)
50% Humidity Level (+/- 10%)	25% Humidity Level (+/- 5%)

The temperature range during unoccupied times (generally 6 p.m. to 6 a.m.) may be varied by up to +/- 10⁰ of the above temperatures.

2. Provide, maintain and service heating, air conditioning, plumbing and ventilating equipment as per manufacturers and/or installers recommendations.

Must be compliant with State of Wisconsin Administrative Codes SPS 363 and 364, and ASHRAE 62.1-2022, in addition to all other applicable Federal, State, and local codes. Relative to ventilation codes, where SPS 364 and ASHRAE 62.1-2022 conflict, apply SPS 364 to existing HVAC and ASHRAE 62.1-2022 to new HVAC equipment selections ensuring in all circumstances, that HVAC ventilation requirements will always meet or exceed State of Wisconsin Administrative Code SPS 364 minimum guidelines.

Lessor shall meet the following requirements:

- a) All new or replacement HVAC units and equipment installed shall be high-efficiency type; gas-fired heating is required.
 - b) All rooms shall have sufficient air movement to meet the Wisconsin code for air exchanges and CFM for office space and have adequate zoning in order to maintain the humidity and temperatures as listed above.
 - c) Provide a fully ducted supply and plenum return HVAC system with adequate zoning.
 - d) All new exterior walls and ceilings must meet minimum insulation code requirements.
 - e) Provide perimeter heating for exterior walls if required to meet seasonal set-points.
 - f) Provide space heating for airlocks and lobbies, if necessary.
 - g) Change air-handling equipment filters quarterly.
 - h) Provide automatic temperature adjustment capability for unoccupied modes.
 - i) Provide separate venting/fans for restrooms.
 - j) Provide an approved "Test and Balance" report, for newly constructed and/or remodeled space, which is taken and completed after the space is fully occupied and the construction and/or remodeling projects are completed.
 - k) Placement of thermostats throughout the Premises must be coordinated with the installation of furniture to avoid having the thermostats blocked.
 - l) Thermostat locations in all enclosed rooms to be above light switch, unless zoning does not allow.
 - m) The use of non-tenant adjustable thermostats or locking thermostat covers.
3. Provide the Premises with a fire alarm and detection system that complies with all State building codes, International Building Code (IBC) and local building codes. In the event the Premises are not required to have a fire alarm and detection system by any code, Lessor shall install and maintain a fire detection system consisting of automatic detection (heat and smoke detectors), audio/visual notification devices and

pull stations in accordance with the National Fire Protection Association (NFPA) under NFPA 72 and National Electric Code NEC 760. The fire alarm and detection system shall be inspected, maintained, and tested in accordance with NFPA 72, by licensed contractors and fully documented. Documentation shall be made available to Lessee, within ten (10) days of Lessee's written request.

4. Install and maintain fire extinguishers according to any governmental building code and Underwriters Laboratories (UL) recommendations.
5. Provide safe drinking water with hot and cold running water for restrooms, counter sinks, and janitorial facilities. Such drinking water shall meet minimum State of Wisconsin Drinking Water Quality Standards.
6. All areas to have designed lighting levels based on the Illuminating Engineering Society of North America (IES) lighting handbook (latest version).
7. Provide door keys and/or access cards for card access system for Tenant's staff, as requested.
8. Provide Water and Sewer & Heat and Air conditioning.
9. Provide electricity for lights and other electrical equipment necessary for operation of the Premises.
10. Furnish, install, and replace during the term of this Lease and any extension thereof, LED light bulbs, LED tubes, starters, ballasts or transformers.
11. All demised and common areas of the facility and exterior areas, including parking, utilized under this lease, including restrooms and any elevator(s) ***must meet all requirements of new construction*** for accessibility, health and safety standards in compliance with and in accordance with Wisconsin Administrative Code, Chapters SPS 332, 361-365, and the ANSI A117.1. ANSI Regulations will take precedence over Wisconsin Administrative Codes, except when such codes shall be equal to or exceed the ANSI Regulations. All elevators shall meet the Wisconsin Administrative Codes, SPS 318 and SPS 362 and ANSI A117.1.
12. Furnish building occupancy or use permit(s) if required.
13. Provide walk-off mats at each entrance. Replace as needed when worn.
14. Furnish all necessary janitorial and maintenance equipment and supplies for restrooms including soap, towels, and toilet tissue.
15. Lessor is to provide all services, supplies and equipment required to clean and keep clean all areas of the building, sidewalks, parking areas, and grounds. This includes, but is not limited to, the plowing and removal of snow, ice removal and salting, removal of trash, pest control and the proper disposal of

recyclable materials separated by Lessee. Proper disposal of materials shall comply with sections 16.15(3) and 287 Wis. Stats., which require recycling the following items: aluminum containers, corrugated paper or other container board, foam polystyrene packaging, glass containers, magazines, newspaper, office paper, plastic containers, steel containers, and waste tires. Lessor shall provide a central collection area and separate collection containers as require for the deposit of all such recyclable and non-recyclable waste generated at the leased premises. Lessor and Lessee further agree to comply with all applicable municipal recycling requirements adopted under section 287.13, Wis. Stats.

16. Lessee shall retain the right to do background checks at any time and reserves the right to approve or disapprove permission to enter the Premises of any vendor, contractor or others.
17. Janitorial Services: The following is a list of required activities to be performed at least as often as indicated. While this list may omit some minor activities, it is the intent of this list to promote a building with a High Standard of Cleanliness.

AREA AND FREQUENCY INDICATION:

DAILY

- a) All Common Areas (Entrances/ Hallways/ Stairways/Snack or Break Area/Janitor Closet/Storeroom/etc.) - Clean glass in doors and metal framework; Empty/clean exterior ashtrays, waste/recycling containers, and replace can liners (as needed); Sweep, mop floor, steps, landings, etc.; Vacuum carpet and walk-off mats and remove spots/stains; Clean, de-scale and polish drinking fountains; and spot clean walls and doors.
- b) Restrooms – Empty waste containers and replace can lines; Clean and disinfect entry/exit door push plates, dispensers, sinks, toilets, urinals, mirrors, and polish bright work; Fill dispensers; Damp mop floors, where needed.
- c) Office Areas - Empty waste/recycling containers and replace can liners, if used; Dust and/or damp wipe accessible furnishings, fixtures, vents and sills; Spot clean doors, walls and sidelights.

ONCE WEEKLY

- a) Restrooms - Clean inside toilet bowls and urinals; and damp wipe partition walls; Damp mop floors.
- b) Offices - Common Areas - Dust and/or damp wipe furnishings, moldings, handrails, fixtures, etc. Clean/disinfect and polish brightwork.
- c) Offices - Vacuum carpet, including edge-vacuum, and remove spots/stain.

SEMI-ANNUAL

- a) Resilient/Hard floor Areas - Strip, seal and refinish floors in spring & fall.
- b) Carpet Areas - Wet extract carpet and apply soil retardant in spring & fall.
- c) Restrooms - Wash walls, doors, and partitions in spring & fall.
- d) Air Vents - Clean supply air diffusers and return air grilles in spring & fall.
- e) Windows - Wash windows and storms both inside and outside and vacuum screens in spring & fall.

PUBLIC HEALTH EMERGENCY CLEANING

In addition to the forgoing cleaning requirements, in the event that the federal, state, or applicable local government issues an order or declares a public health emergency in the geographic region encompassing the Premises to prevent the spread of a communicable disease, Lessor shall perform any applicable

additional cleaning measures recommended by such authority(ies) to prevent the spread of a communicable disease, including, without limitation, changes to the frequency or scope of cleaning and the use of cleaning chemicals meeting particular standards. In addition, Lessor shall, in the event of such an order or declaration of a public health emergency, direct all of its staff and contractors (including, but not limited to, janitorial staff and contractors) to comply with any reasonable precautions recommended by such authority(ies) in order to prevent the spread of a communicable disease. The foregoing additional cleaning measures and precautions shall be required for the duration of the declared public health emergency or for the period specified in such order, and for such reasonable time thereafter as Lessee may request.

Lessee will reimburse Lessor for the reasonable out-of-pocket cost to Lessor of the additional cleaning above the base cleaning required under this Lease after receipt by Lessee of paid written invoices that detail the additional charges. Such invoices shall be submitted regularly by Lessor, but in no event more frequently than monthly, nor less frequently than every three months.

18. Provide sufficient onsite parking to include five (5) DOC designated parking spaces, which is understood by the parties hereto to include 24/7 parking for staff and client owned vehicles.
19. Provide snow and ice control and removal. Snow and ice will be removed from designated walking surfaces on Lessor controlled parking lots and sidewalks on building grounds by 6:30 AM each working day and 9:00 AM on non-working days. These walk areas shall be maintained in a reasonably slip resistant condition and passable for people with disabilities (i.e., individuals who use walkers, canes, crutches, wheelchairs, etc.). Walking surfaces will be maintained snow and ice free during working hours. Particular attention shall be paid during on-going snowfalls, ice storms or when melting snow and ice re-freezes on walking surfaces. Parking lots shall be cleared within 24 hours of a 2-inch or greater snowfall (or sooner if weather permits).

In the event that the Lessor fails to remove the snow and ice from the leased facility in accordance with the terms of the paragraph above, the Lessee may cause the same to be done and deduct the cost of such snow and ice removal from the rent due the Lessor.

Lessee's removal of snow and ice shall not release Lessor of liability or obligation under the provisions of this lease or any law or regulation.

20. Lessor agrees to construct and/or remodel and equip the building in accordance with State and local building codes, in accordance with mutually agreed upon plans attached hereto.
21. Intentionally left blank.
22. In the event the Lessor does not furnish the aforementioned services and items in this Schedule, or the demised Premises are untenable for any other reason which is not due to the negligence of the Lessee, the Lessee may:
 - a. Provide such services and items at its own expense and deduct these expenses from rental payments, provided Lessee notifies Lessor thirty (30) days in advance of any deduction, and provides an itemized statement listing the services and items not ~~being~~ furnished.

Or

- b. Offset rent equivalent to one day's business day of rent to provide and/or complete such services.

EXHIBIT A – AERIAL PHOTO / SITE PLAN

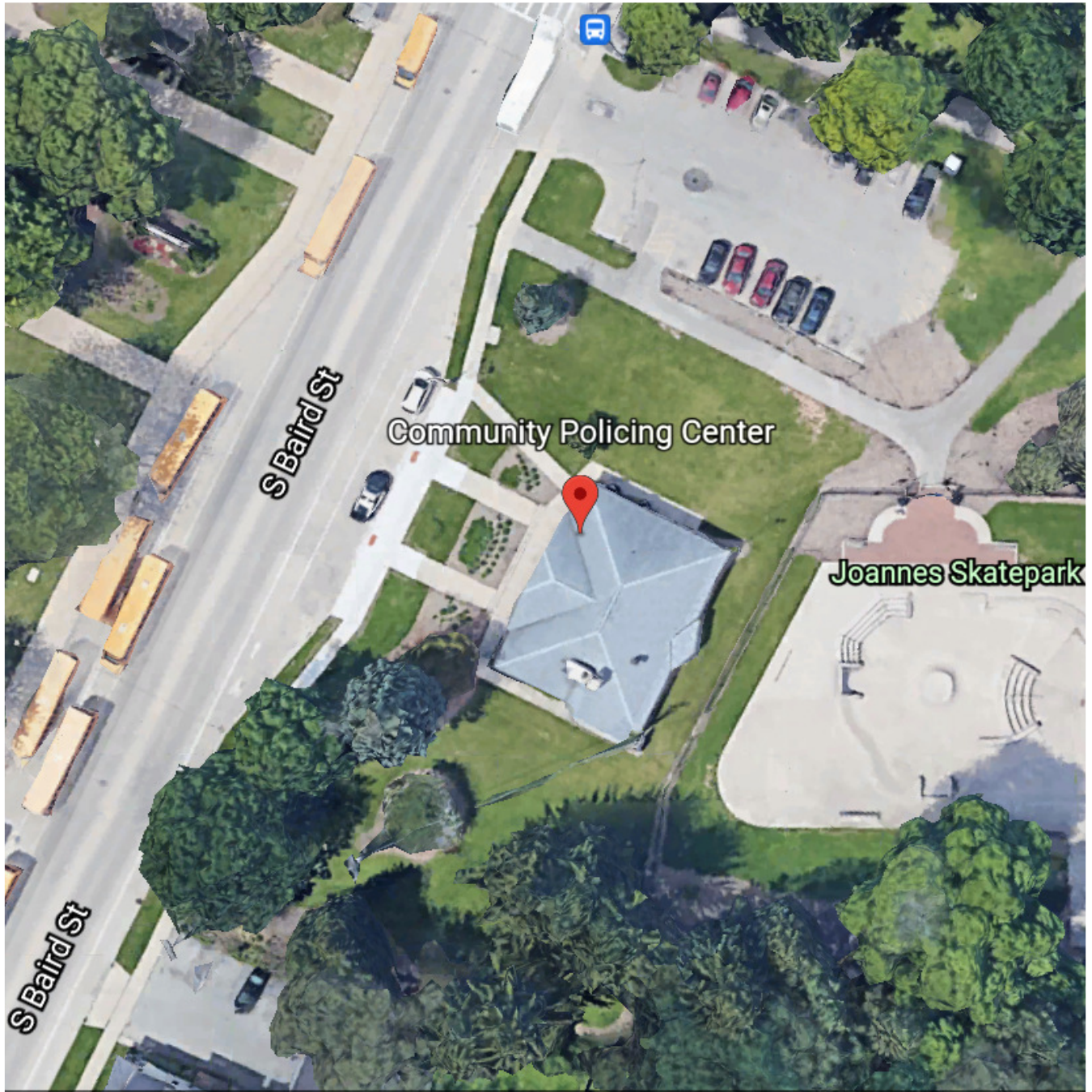


EXHIBIT B – FLOOR PLAN

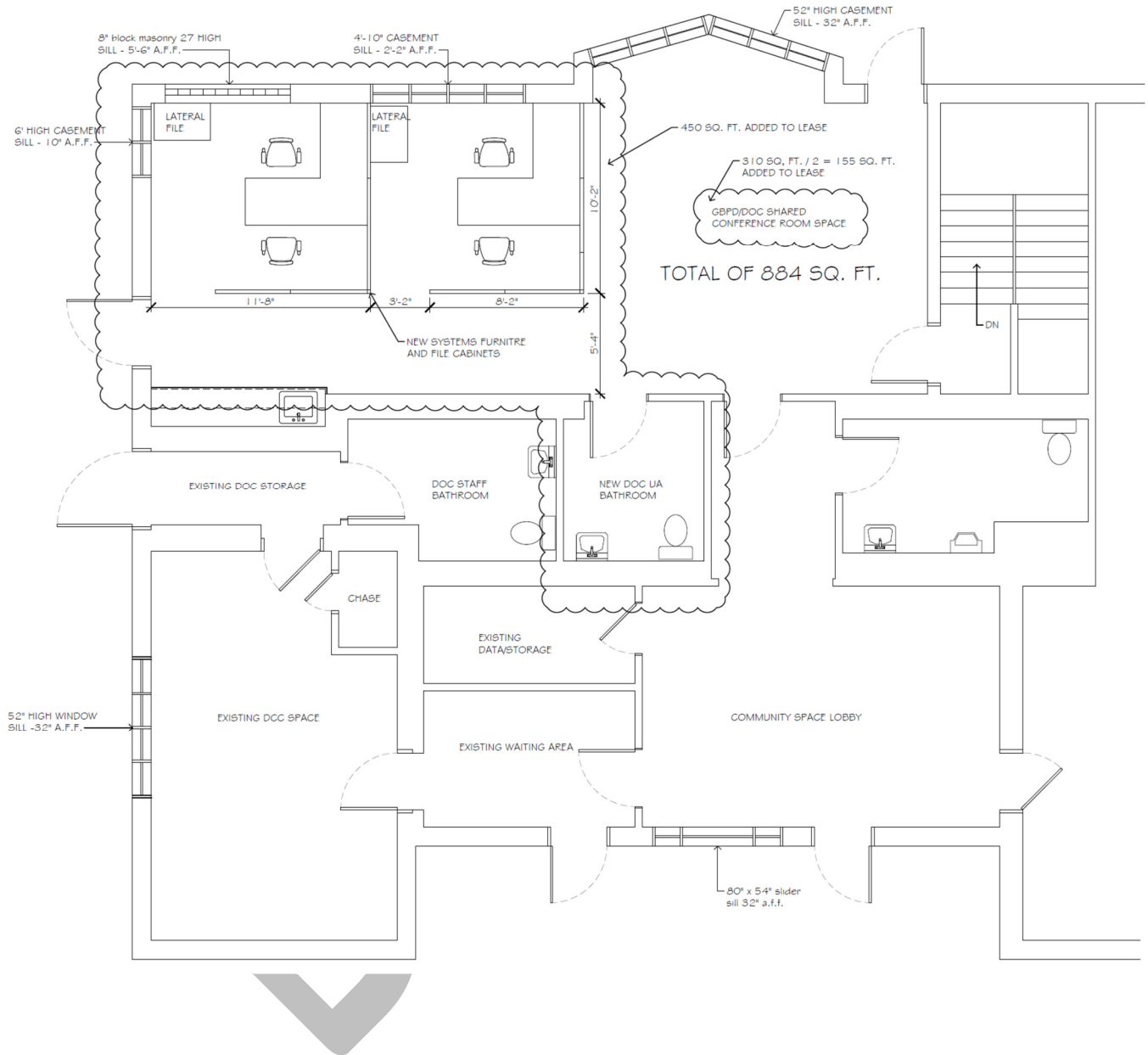


EXHIBIT C – SCOPE OF WORK

- Lessor, at Lessor's expense, shall address and fully complete the following on or before June 1, 2023:
 - Lessor to provide electrical hookups to new systems furniture.
 - Lessor to review existing ceiling lighting and adjust for new systems furniture configurations.
 - Lessor to install Lessee provided window coverings.
 - ~~○ Lessor to have building re-keyed.~~
- Lessee, at Lessee's expense, shall address and fully complete the following on or before June 1, 2023:
 - Lessee to provide and install systems furniture.
 - Lessee to provide and install a 2nd ring doorbell for agents in the rear of the building / signage.



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

April 11, 2023

PREPARED BY

Diana Ellenbecker, Finance Director

AGENDA ITEM # E.5

For consideration and possible action adopt a resolution urging local government funding reform including but not limited to shared revenue; and requesting the state consider surplus distributions to local municipalities for investments in public safety and infrastructure needs.

BACKGROUND

Communication from Ald. Brian Johnson on January 2, 2023.

RECOMMENDATION

Approve.

FISCAL IMPACT

ATTACHMENTS

- I. Resolution-Funding Critical Local Services

**RESOLUTION RELATING TO
FUNDING OF CRITICAL LOCAL SERVICES**

April 18, 2023

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, Wisconsin's system for funding vital local services like police, fire protection, EMS, well maintained streets, parks and libraries is broken, unsustainable, and needs to be reformed; and

WHEREAS, communities are forced to rely on property taxes and flat or declining state aid to pay for critical local services that residents and businesses need; and

WHEREAS, state sales and income tax revenues have tripled in the last 30 years, but the share of those taxes going to support police, fire, EMS, and other local services has repeatedly gone down; and

WHEREAS, over the last 20 years, state aid for police, fire, and other critical services has steadily declined in real dollars, while inflation has caused average prices to increase by 51 percent. (The funding level for County and Municipal Aid in 2003 was \$938,529,507. Today, it is \$753,032,613); and

WHEREAS, County and Municipal Aid payments to the city of Green Bay has dropped from \$27,412,456 in 1999 to an estimated \$24,599,087 in 2023;

WHEREAS, adjusted with the Consumer Price Index, the city of Green Bay aid would have been \$49,000,000; and

WHEREAS, the steady decline in the state's contribution to the cost of critical local services has forced communities to rely more heavily on property taxes to maintain police, fire, and EMS service levels; and

WHEREAS, the over reliance on property taxes to pay for critical local services must end; and

WHEREAS, to compete globally, Wisconsin needs to develop and maintain quality communities that can attract and retain talent and enterprise and spur job creation; and

WHEREAS, for local communities to flourish and the state's economy to grow, state and local leaders must work collaboratively; and

WHEREAS, Local governments need reliable, growing, sustainable, and diverse sources of revenue to continue to deliver police, fire protection, ambulance services and safe streets now and into the future.

NOW, THEREFORE, BE IT RESOLVED, that the City of Green Bay urges the Legislature and the Governor to work collaboratively with the League of Wisconsin

Municipalities, Wisconsin Counties Association, Wisconsin Towns Association, other local government leaders, and business leaders to create a better way of funding local governments that includes revenue options other than property taxes to continue delivering police, fire, EMS, and other critical services.

Adopted _____

Approved _____

Mayor

Clerk

law



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

April 11, 2023

PREPARED BY

AGENDA ITEM # E.6

Report of the Claims Committee.

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

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Claims Committee Rpt March 2023