



AGENDA OF THE FINANCE COMMITTEE

TUESDAY, APRIL 8, 2025, 4:30 PM

Immediately following the Personnel Committee Meeting.

In person at City Hall, Room 207.

Virtual attendance also available via Zoom.

A. Zoom Meeting Information.

I. Join Zoom Meeting Online:

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

Or call in by phone: +1 312 626 6799

Meeting ID: 881 4252 4379

Passcode: 846368

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

B. Roll Call.

- I. Members: Ald. Jennifer Grant, Ald. Brian Johnson, Ald. Bill Galvin, Ald. Kathy Hinkfuss

C. Approval of the Agenda.

- I. Approval of the Finance Committee agenda for the Tuesday, April 8, 2025 meeting.

D. Approval of Minutes.

- I. Approval of the Finance Committee minutes from the March 11, 2025, meeting.

E. Regular Business.

- I. Consideration with possible action to approve the resolution to refund 2024 real estate taxes on parcel 7-520 for Kingdom Agenda Church, Inc on 730 Quincy St for \$4,578.14.
2. Consideration with possible actions to approve the resolution to rescind 2024 real estate taxes for parcel 7-521 for Kingdom Agenda Church, Inc on 708 Harvey St for \$570.61.
3. Consideration with possible action to approve the resolution to rescind 2024 real estate

taxes for parcel 8-224 for Open Door Housing, LLC on 728 St George St. 708 for \$4,619.06.

4. Consideration with possible action to approve the purchase of 13-ea Motorola APX 6500 radios from Motorola Solutions for the Police Department for a total of \$65,340.47.
5. Consideration with possible action to approve the Enterprise Resource Planning (ERP) software annual support and maintenance contract extension with Tyler Technologies for a 3-year commitment of \$512,314.37.
6. Consideration with possible actions to approve the Asset Variance Procedure to be added to the City of Green Bay Procurement Manual.
7. Consideration with possible action to accept the 2025 State of Wisconsin Department of Health Services Emergency Medical Services Funding Assistance Program Award for a total of \$484,642.88.
8. Consideration and possible action on the request for Consent to Collateral Assignment of Development Agreement 2025-01, W.E. Hoban Company and Hoban Real Estate, LLC to BMO Bank N.A.
9. Consideration with possible action a referral to staff from the Finance Committee on 1/14/2025, a request by Ald. Proffitt to explore the feasibility of an additional line on the printed city tax bill for the Green Bay Area Public School District (GBAPS) to distinguish the voucher dollars over which they have no financial oversight.
10. Consideration with possible action regarding a budget amendment resolution for unbudgeted overtime for special events.
11. Consideration with possible action on approval of the Claims Committee Reports.

The Committee may convene in closed session pursuant to Sections 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the sale of public properties, investing of public funds or conducting other specified public business as necessary for competitive or bargaining reasons. The Committee will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

F. Informational.

1. Staff update on the JBS Development Project on the City's east side.
2. 2025 Contingency Account: \$100,000.
3. The next Finance Committee meeting will be held on April 29, 2025, 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.



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

April 8, 2025

PREPARED BY

AGENDA ITEM # E.I

Consideration with possible action to approve the resolution to refund 2024 real estate taxes on parcel 7-520 for Kingdom Agenda Church, Inc on 730 Quincy St for \$4,578.14.

BACKGROUND

This property should be considered exempt.

The city approves rescinded taxes or refunds to owners.

A request to charge back taxes to taxing jurisdictions will be sent to the WDOR in October 2025. The WDOR sends the chargeback determination in November 2025.

Green Bay Schools, 39%, Brown County, 20%, and NWTC, 4%, will reimburse the City's respected portion in February 2026.

RECOMMENDATION

Approval of the Request.

FISCAL IMPACT

ATTACHMENTS

- I. Rescinded 7-520 Kingdom Agenda Church



Office of the City Assessor

DATE: March 13, 2025
TO: Finance Committee
City of Green Bay
FROM: Russ Schwandt
Assessor
RE: Adjustment of **2024** REAL ESTATE Tax Bill

Please be advised that I am recommending that the **2024** tax bill be adjusted for the following REAL ESTATE parcel:

<u>Parcel #</u>	<u>Owner Name</u>	<u>Address</u>
7-520	Kingdom Agenda Church Inc	730 N Quincy St

Reason:

Property should have been considered exempt, exemption request was received for the incorrect assessment year.

The 2024 assessed value of the real property was \$226,600
The corrected 2024 real property assessment is \$0

The 2024 tax bill has not been paid.

Rescind taxes according to this correction.

Cc: Diana Ellenbecker

Request for Charge Back of Rescinded or Refunded Taxes

(Sec. 74.41, Wis. Stats.)

DOR USE ONLY

Case no.

1	Assessment year 2024	Co-muni code 05 - 231	Municipality CITY OF GREEN BAY	County BROWN				
2	☒ Real estate parcel no. 7-520 ☐ Personal property account no.			Is this parcel in a TID? ☒ No ☐ Yes TID no.				
3	Property owner name KINGDOM AGENDA CHURCH INC			Personal property category (see instructions) 				
4	Real Estate			Assessment BEFORE Adjustment	Assessment AFTER Adjustment			(g) Total Assessment Difference (c - f)
	Class	(a) Land	(b) Improvement	(c) Total (a + b)	Class	(d) Land	(e) Improvement	(f) Total (d + e)
	2 Com.	17,600	209,000	226,600	2 Com.	0	0	0
								0
								0
								0
								0
	Total	17,600	209,000	226,600		0	0	0
5	Personal Property			BEFORE Adjustment	AFTER Adjustment			Difference
	☐ Non-manufacturing ☐ Manufacturing							0
6	Total manufacturing interest refund/rescinded			(a) 	(b) = (a) x .80 0			(c) = (a) x .20 0
7	Net taxes rescinded or refunded to be charged back to taxing jurisdictions – EXCLUDING INTEREST							
	Code	Name of Taxing Jurisdictions						Net Tax
a.		State of Wisconsin						
b.		County BROWN						
c.1	05 - 5040	Special district GREEN BAY METRO SEWER DISTRICT						
c.2		Special district < Select a District >						
d.		Local CITY OF GREEN BAY						
e.	05 - 2289	School district GREEN BAY						
f.		Union high school district						
g.	1300	Technical college district NORTHEAST WISCONSIN TECH COLLEGE GNB						
h.		Total net tax rescinded or refunded – EXCLUDING INTEREST (This amount is after School Levy Tax Credit.)						
8	Select the appropriate statute and explanation why these taxes were rescinded or refunded.							
	Statute no(s). 70.43 - Assessor correction of error			Explanation: Property is exempt				
	Additional explanation: (If you need more space, include as an attachment) Property owner filed exemption request for 2023 assessment year, they were not owners until after January 1, 2023. Exemption request should have been applied for the 2024 assessment roll. Exemption granted and correction made to 2024 assessment roll.							

9	Preparer name 	Email
	Daytime phone	

2024 Real Estate Tax Summary

04/02/2025 09:57 AM

Page 1 Of 1

Parcel #: 7-520
Alt. Parcel #:

231 - CITY OF GREEN BAY
BROWN COUNTY, WISCONSIN

Tax Address:
KINGDOM AGENDA CHURCH INC
PO BOX 1227
GREEN BAY WI 54305

Owner(s): O = Current Owner, C = Current Co-Owner
O - KINGDOM AGENDA CHURCH INC

Districts: SC = School, SP = Special
Type Dist # Description
SC 2289 GREEN BAY SCH DIST
BROWN COUNTY
SP 1300 NORTHEAST WI VTAE
SP 5040 G.B. METRO SEWER

Property Address(es): * = Primary
* 730 N QUINCY ST
700 HARVEY ST BLK

Abbreviated Description: **Acres:** 0.202
(See recorded documents for a complete legal description.)
8,781 SQ FT LOT 2 OF 30 CSM 281 MAP 4757
IN 1414818 BNG PRT OF LOTS 1 & 2 BLK "B"
MC CORMICK & FLATLEY'S SUBD EX RR

Parcel History:
Date Doc # Vol/Page Type
01/19/2023 3027366 WD
2844756
2786023
2150615
J23640/57

Plat: * = Primary

Tract: (S-T-R 40% 160% GL) **Block/Condo Bldg:**

Tax Bill #:	8154698	Net Mill Rate	0.019922324	Installments	
		Gross Tax	4,940.54	End Date	Total
		School Credit	426.15	1 01/31/2025	2,222.40
Land Value	17,600	Total	4,514.39	2 07/31/2025	2,222.40
Improve Value	209,000	First Dollar Credit	69.59		
Total Value	226,600	Lottery Credit	0.00		
Ratio	0.7985	Net Tax	4,444.80		
Fair Mkt Value	283,700				

	Amt Due	Amt Paid	Balance
Net Tax	4,444.80	0.00	4,444.80
Special Assmnt	0.00	0.00	0.00
Special Chrg	0.00	0.00	0.00
Delinquent Chrg	0.00	0.00	0.00
Private Forest	0.00	0.00	0.00
Woodland Tax	0.00	0.00	0.00
Managed Forest	0.00	0.00	0.00
Prop. Tax Interest		0.00	133.34
Spec. Tax Interest		0.00	0.00
Prop. Tax Penalty		0.00	0.00
Spec. Tax Penalty		0.00	0.00
Other Charges	0.00	0.00	0.00
TOTAL	4,444.80	0.00	4,578.14

Interest Calculated For APR 2025

Payment History: (Posted Payments)

Date Receipt # Type Amount

Key: Payment Type: A-Adjustment, B-Write Off Bankrupt, D-Write Off Deeded, Q-Quit Claim, R-Redemption, T-Tax

KINGDOM AGENDA CHURCH INC
PO BOX 1227
GREEN BAY WI 54305

**RESOLUTION AUTHORIZING CANCELLATION
OF 2024 REAL ESTATE PROPERTY TAXES**

April 15, 2025

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

That, pursuant to the recommendation of the Finance Committee at its meeting of April 8, 2025, the real estate property taxes for 2024 for the following parcel is hereby rescinded.

<u>Parcel</u>	<u>Amount</u>
7-520	\$4,578.14
Kingdom Agenda Church	
708 Harvey St	

Adopted _____

Approved _____

Mayor

Clerk



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

April 8, 2025

PREPARED BY

AGENDA ITEM # E.2

Consideration with possible actions to approve the resolution to rescind 2024 real estate taxes for parcel 7-521 for Kingdom Agenda Church, Inc on 708 Harvey St for \$570.61.

BACKGROUND

This property should be considered exempt.

The city approves rescinded taxes or refunds to owners.

A request to charge back taxes to taxing jurisdictions will be sent to the WDOR in October 2025.
The WDOR sends the chargeback determination in November 2025.

Green Bay Schools, 39%, Brown County, 20%, and NWTC, 4%, will reimburse the City's respected portion in February 2026.

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

- I. Rescinded 7-521 Kingdom Agenda Church



Office of the City Assessor

DATE: March 13, 2025

TO: Finance Committee
City of Green Bay

FROM: Russ Schwandt
Assessor

RE: Adjustment of **2024** REAL ESTATE Tax Bill

Please be advised that I am recommending that the **2024** tax bill be adjusted for the following REAL ESTATE parcel:

<u>Parcel #</u>	<u>Owner Name</u>	<u>Address</u>
7-521	Kingdom Agenda Church Inc	708 Harvey St

Reason:

Property should have been considered exempt, exemption request was received for the incorrect assessment year.

The 2024 assessed value of the real property was \$31,300
The corrected 2024 real property assessment is \$0

The 2024 tax bill has not been paid.

Rescind taxes according to this correction.

Cc: Diana Ellenbecker

Request for Charge Back of Rescinded or Refunded Taxes

(Sec. 74.41, Wis. Stats.)

DOR USE ONLY

Case no.

1	Assessment year 2024	Co-muni code 05 - 231	Municipality CITY OF GREEN BAY	County BROWN																																																																								
2	☒ Real estate parcel no. 7-521 ☐ Personal property account no.			Is this parcel in a TID? ☒ No ☐ Yes TID no.																																																																								
3	Property owner name KINGDOM AGENDA CHURCH INC			Personal property category (see instructions) 																																																																								
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KINGDOM AGENDA CHURCH INC
PO BOX 1227
GREEN BAY WI 54305

2024 Real Estate Tax Summary

04/02/2025 11:18 AM

Page 1 Of 1

Parcel #: 7-521
Alt. Parcel #:

231 - CITY OF GREEN BAY
BROWN COUNTY, WISCONSIN

Tax Address:
KINGDOM AGENDA CHURCH INC
PO BOX 1227
GREEN BAY WI 54305

Owner(s): O = Current Owner, C = Current Co-Owner
O - KINGDOM AGENDA CHURCH INC

Districts: SC = School, SP = Special
Type Dist # Description
SC 2289 GREEN BAY SCH DIST
BROWN COUNTY
SP 1300 NORTHEAST WI VTAE
SP 5040 G.B. METRO SEWER

Property Address(es): * = Primary
* 708 HARVEY ST

Abbreviated Description: **Acres:** 0.247
(See recorded documents for a complete legal description.)
10,747 SQ FT LOT 1 OF 30 CSM 281 MAP
4757 IN 1414818 BNG PRT OF LOT 2 & ALL
OF LOT 3 & N1/2 VAC ALLEY SLY BLK "B" MC
CORMICK & FLATLEY'S SUBD EX RR

Parcel History:
Date Doc # Vol/Page Type
01/19/2023 3027366 WD
2844756
2786023
2150615
J23640/57

Plat: * = Primary

Tract: (S-T-R 40¼ 160¼ GL) **Block/Condo Bldg:**

Tax Bill #:	8154700	Net Mill Rate	0.019922324	Installments		
		Gross Tax	682.44			
		School Credit	58.86			
Land Value	21,500	Total	623.58	1	01/31/2025	277.00
Improve Value	9,800	First Dollar Credit	69.59	2	07/31/2025	276.99
Total Value	31,300	Lottery Credit	0.00			
Ratio	0.7985	Net Tax	553.99			
Fair Mkt Value	39,200					
	Amt Due	Amt Paid	Balance			
Net Tax	553.99	0.00	553.99			
Special Assmnt	0.00	0.00	0.00			
Special Chrg	0.00	0.00	0.00			
Delinquent Chrg	0.00	0.00	0.00			
Private Forest	0.00	0.00	0.00			
Woodland Tax	0.00	0.00	0.00			
Managed Forest	0.00	0.00	0.00			
Prop. Tax Interest		0.00	16.62			
Spec. Tax Interest		0.00	0.00			
Prop. Tax Penalty		0.00	0.00			
Spec. Tax Penalty		0.00	0.00			
Other Charges	0.00	0.00	0.00			
TOTAL	553.99	0.00	570.61			

Interest Calculated For APR 2025

Payment History: (Posted Payments)

Date Receipt # Type Amount

Key: Payment Type: A-Adjustment, B-Write Off Bankrupt, D-Write Off Deeded, Q-Quit Claim, R-Redemption, T-Tax

**RESOLUTION AUTHORIZING CANCELLATION
OF 2024 REAL ESTATE PROPERTY TAXES**

April 15, 2025

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

That, pursuant to the recommendation of the Finance Committee at its meeting of April 8, 2025, the real estate property taxes for 2024 for the following parcel is hereby rescinded.

<u>Parcel</u>	<u>Amount</u>
7-521 Kingdom Agenda Church 708 Harvey St	\$570.61

Adopted _____

Approved _____

Mayor

Clerk



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

April 8, 2025

PREPARED BY

AGENDA ITEM # E.3

Consideration with possible action to approve the resolution to rescind 2024 real estate taxes for parcel 8-224 for Open Door Housing, LLC on 728 St George St. 708 for \$4,619.06.

BACKGROUND

This property should be considered exempt.

The city approves rescinded taxes or refunds to owners.

A request to charge back taxes to taxing jurisdictions will be sent to the WDOR in October 2025. The WDOR sends the chargeback determination in November 2025.

Green Bay Schools, 39%, Brown County, 20%, and NWTC, 4%, will reimburse the City's respected portion in February 2026.

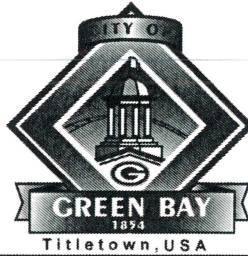
RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

- I. Rescinded 8-224 Open Door Housing



Office of the City Assessor

DATE: 04/01/2025
TO: Finance Committee
City of Green Bay
FROM: Matt Johnson
Appraiser
RE: Adjustment of **2024** Real Estate Tax Bill

Please be advised that I am recommending that the **2024** tax bill be adjusted for the following Real Estate parcel:

<u>Parcel #</u>	<u>Owner Name</u>	<u>ADDRESS</u>
8-224	Open Door Housing, LLC	728 St George St

Reason: Property was purchased by an exempt organization in 2023, but was left taxable on the 2024 assessment roll. Switch to exempt.

The 2024 assessed value of the Real Estate was \$230,800
The corrected 2024 Real Estate assessment is \$0

The 2024 tax bill has been paid in full.

Refund taxes according to this adjustment.

Cc: Diana Ellenbecker

Request for Charge Back of Rescinded or Refunded Taxes

(Sec. 74.41, Wis. Stats.)

DOR USE ONLY

Case no.

1	Assessment year 2024	Co-muni code 05 - 231	Municipality CITY OF GREEN BAY	County BROWN																																																																								
2	☒ Real estate parcel no. 8-224 ☐ Personal property account no.			Is this parcel in a TID? ☒ No ☐ Yes TID no.																																																																								
3	Property owner name OPEN DOOR HOUSING LLC			Personal property category (see instructions) 																																																																								
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(a)	(b) = (a) x .80	(c) = (a) x .20																																																																										
	0	0																																																																										
7	Net taxes rescinded or refunded to be charged back to taxing jurisdictions – EXCLUDING INTEREST																																																																											
	Code	Name of Taxing Jurisdictions	Net Tax																																																																									
a.		State of Wisconsin																																																																										
b.		County BROWN																																																																										
c.1	05 - 5040	Special district GREEN BAY METRO SEWER DISTRICT																																																																										
c.2		Special district < Select a District >																																																																										
d.		Local CITY OF GREEN BAY																																																																										
e.	05 - 2289	School district GREEN BAY																																																																										
f.		Union high school district																																																																										
g.	1300	Technical college district NORTHEAST WISCONSIN TECH COLLEGE GNB																																																																										
h.		Total net tax rescinded or refunded – EXCLUDING INTEREST (This amount is after School Levy Tax Credit.)																																																																										
8	Select the appropriate statute and explanation why these taxes were rescinded or refunded. Statute no(s). 70.43 - Assessor correction of error Explanation: Property is exempt Additional explanation: (If you need more space, include as an attachment) Property was purchased by an exempt organization in 2023, but was left taxable on the 2024 assessment roll. Switch to exempt.																																																																											
9	Preparer name		Email																																																																									
			Daytime phone																																																																									

OPEN DOOR HOUSING LLC
1660 CHRISTIANA ST
GREEN BAY WI 54303

2024 Real Estate Tax Summary

04/02/2025 11:37 AM

Page 1 Of 2

Parcel #: 8-224
Alt. Parcel #:

231 - CITY OF GREEN BAY
BROWN COUNTY, WISCONSIN

Tax Address:

OPEN DOOR HOUSING LLC
1660 CHRISTIANA ST
GREEN BAY WI 54303

Owner(s):

O = Current Owner, C = Current Co-Owner

O - OPEN DOOR HOUSING LLC

Districts:

SC = School, SP = Special

Type	Dist #	Description
SC	2289	GREEN BAY SCH DIST BROWN COUNTY
SP	1300	NORTHEAST WI VTAE
SP	5040	G.B. METRO SEWER

Property Address(es):

* = Primary

* 728 ST GEORGE ST

Abbreviated Description:

Acres:

0.135

(See recorded documents for a complete legal description.)

5,885 SQ FT GOTTFRIED LEIDELS ADDN LOT
19 BLK A

Parcel History:

Date	Doc #	Vol/Page	Type
07/24/2024	3069835		QCD
07/24/2023	3040915		WD
	2601526		
	2315818		
	2279832		
	1930091		

more...

Plat: * = Primary

Tract: (S-T-R 40¼ 160¼ GL) **Block/Condo Bldg:**

Tax Bill #:	8154930	Net Mill Rate	0.019922324	Installments		
		Gross Tax	5,032.13			
		School Credit	434.05			
Land Value	11,800	Total	4,598.08	1	01/31/2025	2,264.25
Improve Value	219,000	First Dollar Credit	69.59	2	07/31/2025	2,264.24
Total Value	230,800	Lottery Credit	0.00			
Ratio	0.7985	Net Tax	4,528.49			
Fair Mrkt Value	289,100					

	Amt Due	Amt Paid	Balance
Net Tax	4,528.49	4,528.49	0.00
Special Assmnt	0.00	0.00	0.00
Special Chrg	0.00	0.00	0.00
Delinquent Chrg	0.00	0.00	0.00
Private Forest	0.00	0.00	0.00
Woodland Tax	0.00	0.00	0.00
Managed Forest	0.00	0.00	0.00
Prop. Tax Interest		90.57	0.00
Spec. Tax Interest		0.00	0.00
Prop. Tax Penalty		0.00	0.00
Spec. Tax Penalty		0.00	0.00
Other Charges	0.00	0.00	0.00
TOTAL	4,528.49	4,619.06	0.00

Payment History: (Posted Payments)

Date	Receipt #	Type	Amount
03/11/2025	42424	T	4,619.06

Key: Payment Type: A-Adjustment, B-Write Off Bankrupt, D-Write Off Deeded, Q-Quit Claim, R-Redemption, T-Tax

**RESOLUTION AUTHORIZING CANCELLATION
OF 2024 REAL ESTATE PROPERTY TAXES**

April 15, 2025

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

That, pursuant to the recommendation of the Finance Committee at its meeting of April 8, 2025, the real estate property taxes for 2024 for the following parcel is hereby rescinded.

<u>Parcel</u>	<u>Amount</u>
8-224	\$4,619.06
Open Door Housing, LLC	
728 St. George St	

Adopted _____

Approved _____

Mayor

Clerk



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

April 8, 2025

PREPARED BY

AGENDA ITEM # E.4

Consideration with possible action to approve the purchase of 13-ea Motorola APX 6500 radios from Motorola Solutions for the Police Department for a total of \$65,340.47.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

- I. Finance Request Police Radios 4-8-2025



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

Phone 920.448.3047
Fax 920.448.3050

3/31/2025

Finance Committee 4/08/2025.

Consideration and possible action to approve the purchase of 13-ea Motorola APX 6500 Radios for the Police Department. Total cost for the Purchase is \$65,340.47. The purchase will be split funded through the 2024 JAG Grant and 2025 Bonding.

JAG Grant 825300-55501-27342 for a total of \$44,431.00

2025 Bonding 423300-55501-27339 for a total of \$20,909.47

Radios are being purchased on the WSC # 50ENT-022-SAFTEYCOMM-00 / 19860 NASPO 00318

Respectfully Submitted,

Thomas Walenski

Thomas J. Walenski
Procurement Manager
City of Green Bay

Green Bay Police Department

Approved Funds: 2025 Bond and 2024 JAG grant

Requisition #86

Department Contact for this Requisition: Marc Opicka @ 0269

Purchase request: (13) APX6500 7/800 Mobile Radios

Cost: \$65,340.47

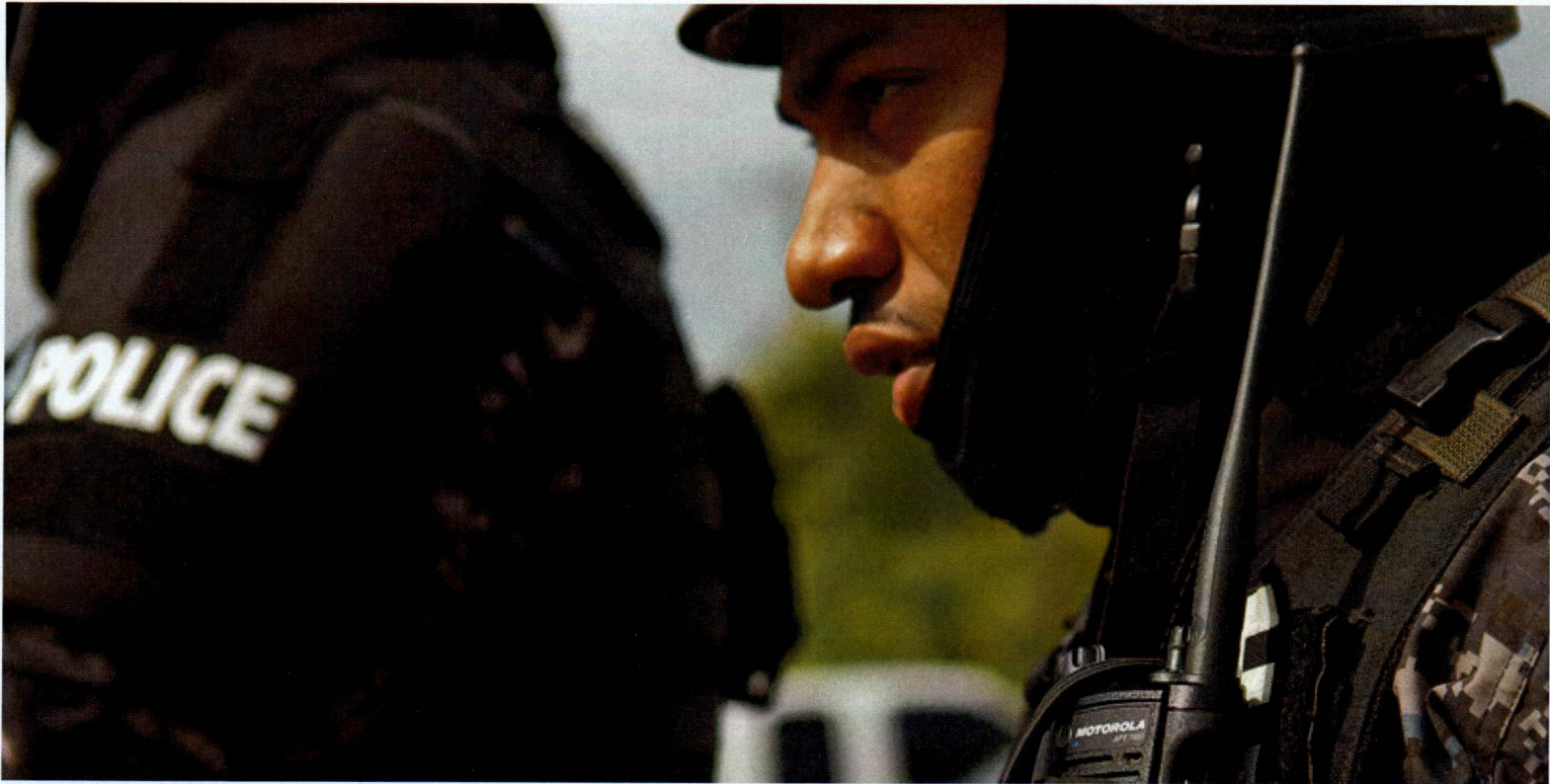
Account Number: See Below

Created and Approved by Rick Jurkanis 3/19/25

Please see attached quote for specifications and work with department contact to finalize specifications. Vendor is Motorola Solutions. Approved State Contract Price. Please confirm the quote before issuing purchase order.

Please use the following funding sources:

- | | | | |
|----|-------------|----------------|--------------------|
| 1. | \$44,431.00 | 2024 JAG grant | 825300-55501-27342 |
| 2. | \$20,909.47 | 2025 Bond | 423300-55501-27339 |



GREEN BAY POLICE DEPT, CITY OF

Green Bay Police; (13) APX6500 7/800 Mobile Radio

02/14/2025

02/14/2025

GREEN BAY POLICE DEPT, CITY OF
100 N JEFFERSON ST
RM 101
GREEN BAY, WI 54301

RE: Motorola Quote for Green Bay Police; (13) APX6500 7/800 Mobile Radio

Dear Marc Opicka,

Motorola Solutions is pleased to present GREEN BAY POLICE DEPT, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide GREEN BAY POLICE DEPT, CITY OF with the best products and services available in the communications industry. Please direct any questions to Eric Schroeder at eschroeder@baycominc.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Eric Schroeder
Communications Consultant

Motorola Solutions Manufacturer's Representative



QUOTE-3009263
Green Bay Police; (13) APX6500
7/800 Mobile Radio

Billing Address:
GREEN BAY POLICE DEPT, CITY
OF
100 N JEFFERSON ST
RM 101
GREEN BAY, WI 54301
US

Quote Date:02/14/2025
Expiration Date:03/28/2025
Quote Created By:
Eric Schroeder
Communications Consultant
eschroeder@baycominc.com
9205444203

End Customer:
GREEN BAY POLICE DEPT, CITY OF
Marc Opicka
Marc.opicka@greenbaywi.gov
920-448-0269

Contract: 19860 - NASPO 00318
Payment Terms:30 NET

WISCONSIN STATE CONTRACT # 505ENT-O22-SAFETYCOMM-00

19860 - NASPO 00318

Radio programming in needed will be invoiced separately at \$85 per radio.

Line #	Item Number	Description	Qty	List Price	Contract Price
	APX™ 6500 / Enh Series	ENHANCEDAPX6500			
1	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE	13	\$3,518.00	\$2,568.14
1a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	13	\$6.00	\$4.38
1b	G51AU	ENH: SMARTZONE OPERATION APX6500	13	\$1,320.00	\$963.60
1c	G67DT	ADD: REMOTE MOUNT E5 APXM	13	\$327.00	\$238.71
1d	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	13	\$66.00	\$48.18
1e	G843AH	ADD: AES ENCRYPTION AND ADP	13	\$523.00	\$381.79
1f	G444AH	ADD: APX CONTROL HEAD SOFTWARE	13	\$0.00	\$0.00
1g	G335AW	ADD: ANT 1/4 WAVE 762-870MHZ	13	\$15.00	\$10.95
1h	W116AQ	ADD: EXTRNL ALARM RELAY AND CBL APX	13	\$83.00	\$60.59
1i	G806BL	ENH: ASTRO DIGITAL CAI OP APX	13	\$567.00	\$413.91



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Contract Price
1j	GA01670AA	ADD: APX E5 CONTROL HEAD	13	\$717.00	\$523.41
1k	W22BA	ADD: STD PALM MICROPHONE APX	13	\$79.00	\$57.67
1l	W969BG	ENH: MULTIKEY OPERATION	13	\$363.00	\$264.99
1m	G361AH	ENH: P25 TRUNKING SOFTWARE APX	13	\$330.00	\$240.90
1n	GA05100AA	ADD: STD WARRANTY - NO ESSENTIAL	13	\$0.00	\$0.00
1o	GA01606AA	ADD: NO BLUETOOTH/WIFI/GPS ANTENNA NEEDED	13	\$0.00	\$0.00
1p	QA09113AB	ADD: BASELINE RELEASE SW	13	\$0.00	\$0.00

Grand Total**\$65,340.47(USD)****Notes:**

- This quote contains items with approved price exceptions applied against them.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the Legal Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Tax Exemption Status
Signatures (As required)

NOTE: When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a case number.

Once checklist is complete, order still must go through **Order Validation/Credit Approval**



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

April 8, 2025

PREPARED BY

AGENDA ITEM # E.5

Consideration with possible action to approve the Enterprise Resource Planning (ERP) software annual support and maintenance contract extension with Tyler Technologies for a 3-year commitment of \$512,314.37.

BACKGROUND

Tyler Munis Enterprise Resource Planning (ERP) software was installed in 2013 and has been live since with upgrades almost annually. ERP is the software that manages the City of Green Bay, Green Bay Water, Transit, and CDBG. Current modules include:

Financial modules: General ledger, budget, purchasing; cash management, performance-based budgeting, project management, and contracts

Human Resources: Employee record retention, payroll, recruiting, risk, and employee expenses

General Revenues: Accounts receivable and invoicing

System: Software client access, licenses, forms, content manager, reporting, and system management support

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

- I. Tyler ERP contract extension



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

Phone 920.448.3047
Fax 920.448.3050

4/02/2025

Finance Committee 4/08/2025.

Consideration and possible action to approve the Enterprise Resource Planning (ERP) software annual support and maintenance. This includes the Contract Restructure Amendment to Extend the Parent Contract with Tyler Technologies for an Additional 36 months. Current Contract runs until November 2025 - Extension would start upon completion of current contract. Negotiation of this contract early locked in savings for The City of Green Bay. Upon the expiration of this Amendment The City of Green Bay will be moving data to the SaaS Solution (Cloud). The next 36 months The City of Green Bay will remain on the Self Hosted Servers. Total Cost for this 3-year commitment will be \$512,314.37

Account Code # 101120-53020 IT Budget Expense

11/01/2025	\$162,510.51
11/01/2026	\$170,636.03
11/01/2027	\$179,167.83

Respectfully Submitted,

Thomas J. Walenski

Thomas J. Walenski
Procurement Manager
City of Green Bay



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Green Bay, with offices at 100 N. Jefferson Street, Green Bay, Wisconsin 54301 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated September 30, 2013 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. Fees for the next three (3) Annual Support and Maintenance renewals, beginning November 1, 2025 and ending October 31, 2028, shall be subject to not more than a five percent (5%) over the previous year fees. Subsequent annual renewals will be at our then current rates.
2. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
3. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

City of Green Bay, Wisconsin

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

AGREEMENT

This agreement ("Agreement") is made this 30th day of September 2013 ("Effective Date") by and between Tyler Technologies, Inc., a Delaware corporation with offices at 1 Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Green Bay, with offices at 100 N. Jefferson Street, Green Bay, Wisconsin 54301 ("Client").

WHEREAS Client issued a Request for Proposal on June 20, 2012 for the purpose of acquiring Enterprise Resource Planning (ERP) Software and Implementation ("System");

WHEREAS Tyler responded to Client's Request for Proposal with a Proposal dated August 1, 2012;

WHEREAS Client, on August 20, 2013, awarded Tyler the contract for furnishing, delivering, installing, and implementing the specified System;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth herein, Tyler and Client agree that Tyler shall provide products and services, and Client shall pay prices, as set forth in this Agreement.

SECTION A – SOFTWARE LICENSE AGREEMENT

1. License Grant.

- a) Upon the Effective Date, Tyler hereby grants to Client a non-exclusive, non-transferable, royalty-free, revocable license to use the Tyler software products set forth in the investment summary attached hereto as Exhibit 1 ("Investment Summary") and related interfaces (collectively, the "Tyler Software Products") and Tyler user guides provided in or with the Tyler Software Products ("User Guides") for Client's internal business purposes only and otherwise subject to the terms and conditions of this Agreement. This license is revocable by Tyler if Client fails to comply with the terms and conditions of this Agreement, including without limitation, Client's failure to timely pay the Software fees in full. Upon Client's payment in full for the Tyler Software Products, this license will become irrevocable, subject to the restrictions on use and other terms set forth in this Agreement.
- b) Tyler shall retain ownership of, including all intellectual property rights in and to, the Tyler Software Products and User Guides.
- c) The Tyler Software Products are not licensed to perform functions or processing for subdivisions or entities that were not disclosed to Tyler prior to the Effective Date.
- d) The right to transfer the Tyler Software Products to a replacement hardware system is included in this Agreement. Client shall pay Tyler for the cost of new media or any required technical assistance to accommodate the transfer. OSDBA service, if purchased by Client, currently includes the cost of new media and technical assistance to accommodate one (1) transfer every two (2) years. Client shall provide advance written notice to Tyler of any such transfer.
- e) Client acknowledges and agrees that the Tyler Software Products and User Guides are proprietary to Tyler and have been developed as trade secrets at Tyler's expense. Client shall use best efforts to keep the Tyler Software Products and User Guides confidential and to prevent any misuse, unauthorized use or unauthorized disclosure of the Tyler Software Products or User Guides by any party.
- f) The Tyler Software Products may not be modified by anyone other than Tyler. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on, and the warranty for, the Tyler Software Products will be void. Client shall not perform decompilation, disassembly, translation or other reverse engineering on the Tyler Software Products.
- g) Client may make copies of the Tyler Software Products for archive purposes only. Client shall repeat any and all proprietary notices on any copy of the Tyler Software Products. Client may make copies of the Tyler User

Guides for internal use only.

h) Tyler maintains an escrow agreement with an escrow services company under which Tyler places the source code of each major release of the Tyler Software Products ("Tyler Source Code"). At Client's request, Tyler will add Client as a beneficiary to such escrow agreement. Client will pay the annual beneficiary fee (currently \$756) directly to the escrow services company and is solely responsible for maintaining its status as a beneficiary. In the event Client receives the Tyler Source Code pursuant to this section, Client may access, reverse engineer and/or decompile the Tyler Source Code for the sole purpose of continuing the benefits afforded to Client by this Agreement. Client shall be obligated to maintain the confidentiality of the Tyler Source Code.

i) In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Management software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

2. License Fees. Client agrees to pay Tyler, and Tyler agrees to accept from Client as payment in full for the license granted herein, the Software fees set forth in the Investment Summary.

3. Verification of the Tyler Software Products.

Client shall select one (1) of the following two (2) options within thirty (30) days of installation by providing written notice to Tyler in accordance with Section E(19):

a) Within thirty (30) days after the Tyler Software Products have been installed on Client's hardware, Tyler shall verify the Tyler Software Products by demonstrating to Client that the Tyler Software Products perform all of the functions set forth in Exhibit 2 - Verification Test, which demonstration will constitute verification that the Tyler Software Products substantially conform to the then-current Tyler User Guides and the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client; or

b) Within sixty (60) days after the Tyler Software Products have been installed on Client's hardware, Client shall use its own process to verify that the Tyler Software Products perform all of the functions set forth in Exhibit 2 - Verification Test, which will constitute verification that the Tyler Software Products substantially conform to the then-current Tyler User Guides and the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client.

c) Verification as described herein will be final and conclusive except for latent defect, fraud, and a gross mistake that amounts to fraud. In the event verification is not final and conclusive, pursuant to this paragraph, Tyler will correct the cause thereof. In the event Tyler cannot correct the cause thereof, Client may invoke its rights under Section A(4).

d) Tyler shall promptly correct any functions of the Tyler Software Products that failed verification.

4. Limited Warranty. For the purposes of this Agreement, a "Defect" is defined as a failure of the Tyler Software Products to substantially conform to the then-current Tyler User Guides and the functional descriptions of the Tyler Software Products in Tyler's written proposal to Client. In the event of conflict between the aforementioned documents, the then-current Tyler User Guides will control. A Tyler Software Product is "Defective" if it contains a Defect. For as long as a current Maintenance Agreement is in place, Tyler warrants that the Tyler Software Products will not contain Defects. If the Tyler Software Products do not perform as warranted, Tyler will use reasonable efforts, consistent with industry standards, to cure the Defect in accordance with Tyler's then-current support call process (Tyler's current support call process is set forth in the document attached hereto as Exhibit 3). Should Tyler be unable to cure a Defect or provide a replacement product within two (2) years from the Effective Date, Client will be entitled to a refund of the entire Software fee paid for the Defective Tyler Software Product. Should Tyler be unable to cure a Defect or provide a replacement product after two (2) years from the Effective Date, Client will be entitled to a refund of the Software fee paid for the Defective Tyler Software Product, as depreciated on a straight-line basis over a seven (7) year period commencing on the Effective Date. The foregoing refund will be Client's sole remedy should Tyler be unable to cure the Defect or provide a replacement product.

5. Intellectual Property Infringement Indemnification.

a) Tyler's Obligations. Tyler shall defend and indemnify Client against any claim by an unaffiliated third party of this Agreement that a Tyler Software Product, if used within the scope of this Agreement, directly infringes that party's registered United States patent, copyright or trademark issued and existing as of the Effective Date or as of the distribution date of a release to the Tyler Software Product, and will pay the amount of any resulting adverse final judgment issued by a court of competent jurisdiction or of any settlement made by Tyler in writing.

b) Client's Obligations. Tyler obligations in this section are contingent on the Client performing all of the following in connection with any claim as described herein:

- i. Promptly notifies Tyler in writing of any such claim;
- ii. Gives Tyler reasonable cooperation, information, and assistance in connection with the claim; and
- iii. Consents to Tyler's sole control and authority with respect to the defense, settlement or compromise of the claim.

c) Exceptions to Tyler's Obligations. Tyler will have no liability hereunder if the claim of infringement or an adverse final judgment rendered by a court of competent jurisdiction results from:

- i. Client's use of a previous version of a Tyler Software Product and the claim would have been avoided had Client used the current version of the Tyler Software Product;
- ii. Client's combining the Tyler Software Product with devices or products not provided or approved in writing by Tyler;
- iii. Use of a Tyler Software Product in applications, business environments or processes for which the Tyler Software Product was not designed or contemplated, and where use of the Tyler Software Product outside such application, environment or business process would not have given rise to the claim;
- iv. Corrections, modifications, alterations or enhancements that Client made to the Tyler Software Product and such correction, modification, alteration or enhancement is determined by a court of competent jurisdiction to be a contributing cause of the infringement;
- v. Use of the Tyler Software Product by any person or entity other than Client or Client's employees; or
- vi. Client's willful infringement, including Client's continued use of the infringing Tyler Software Product after Client becomes aware that such infringing Tyler Software Product is or is likely to become the subject of a claim hereunder.

d) Remedy.

i. In the event a Tyler Software Product is, by a court of competent jurisdiction, finally determined to be infringing and its use by Client is enjoined, Tyler will, at its election:

- (a) Procure for Client the right to continue using the infringing Tyler Software Products;
 - (b) Modify or replace the infringing Tyler Software Products so that it becomes non-infringing;
- or

(c) Terminate Client's license for the infringing Tyler Software Product and refund to Client (i) the entire Software fee paid for the infringing Tyler Software Product if the infringement occurs within two (2) years from the Effective Date; or (ii) the Software fee paid for the infringing Tyler Software Product, as depreciated on a straight-line basis over a seven (7) year period commencing on the Effective Date, if the infringement occurs after two (2) years from the Effective Date.

ii. The foregoing states Tyler's entire liability and Client's sole and exclusive remedy with respect to the subject matter hereof.

6. Limitation of Liability. In no event will Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of the Tyler Software Products. Except as otherwise expressly set forth in this Software License Agreement, Tyler's liability for damages and expenses arising out of this Software License Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to two (2) times the amount of Software

fees set forth in the Investment Summary and paid by Client. Such License fees reflect and are set in reliance upon this limitation of liability.

SECTION B – PROFESSIONAL SERVICES AGREEMENT

1. Services. Tyler shall provide the services set forth in the Investment Summary at Client's election, including Consulting, Training, Conversion, and other miscellaneous Services.

2. Professional Services Fees.

- a) Notwithstanding specific prices to the contrary set forth in the Investment Summary, all Implementation services will be invoiced in half-day and full-day increments.
- b) Verification in accordance with Section A(3)(a) will be billable to Client at the rate for Implementation services set forth in the Investment Summary.
- c) Expenses will be billed in accordance with the then-current Tyler Business Travel Policy, based on Tyler's usual and customary practices. Tyler will make commercially reasonable efforts to utilize lodging recommended by Client, provided such lodging is clean, safe and a reasonable distance from Client's offices. Copies of receipts will be provided on an exception basis at no charge. Should all receipts for non per diem expenses be requested, an administrative fee will be incurred. Receipts for mileage and miscellaneous items less than five dollars (\$5) are not available.

3. Additional Services.

- a) Implementation services utilized in excess of those set forth in the Investment Summary and additional related services not set forth in the Investment Summary will be billed at Tyler's then-current rates. Notwithstanding the foregoing, Tyler will hold the implementation services rate of \$1,175 per day in place for a period of twenty-four (24) months from the Effective Date.
- b) Programming and/or interface quotes are estimates based on Tyler's understanding of the specifications supplied by Client. In the event Client requires additional work performed above the specifications provided, Tyler will submit to Client an amendment containing an estimate of the charges for the additional work. Client will have sixty (60) calendar days from the date the estimate is provided to approve the amendment.

4. Limitation of Liability. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the provision or quality of the services or the use of the Tyler Software Products. Tyler's liability for damages and expenses arising out of this Professional Services Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to two (2) times the amount of Consulting, Training, Conversion, and other miscellaneous Services fees set forth in the Investment Summary and paid by Client. Such fees reflect and are set in reliance upon this limitation of liability.

5. Cancellation. In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the canceled services if Tyler is unable to re-assign its personnel.

6. Services Warranty. Tyler warrants that it shall perform services in a professional, workmanlike manner, consistent with industry standards. In the event Tyler provides services that do not conform to this warranty, Tyler will re-perform the services at no additional cost to Client.

SECTION C – MAINTENANCE AGREEMENT

1. Scope of Agreement. Client agrees to purchase and Tyler agrees to provide maintenance services for the Tyler Software Products in accordance with the following terms and conditions.

2. Term of Agreement. This Maintenance Agreement is effective on installation of the Tyler Software Products and will remain in force for an initial one (1) year term, which will renew automatically for additional one (1) year terms at Tyler's then-current Maintenance fees unless terminated in writing by either party at least fifteen (15) days prior to the end of the then-current term. Notwithstanding the foregoing, Tyler will not increase annual maintenance fees on the Tyler Software Products set forth in the Investment Summary as of the Effective Date by more than the following percentages over the previous year's maintenance fees, based on the undiscounted year one (1) maintenance fees:

Year 2: 0%
Year 3: 3%
Year 4: 4%
Year 5: 4%
Year 6: 6%
Year 7: 6%
Year 8: 7%
Year 9: 7%
Year 10: 7%

3. Payment.

- a) Maintenance fees will be invoiced by Tyler annually in advance. Tyler shall provide Client with not less than forty-five (45) days written notice of any change in annual Maintenance fees.
- b) Additional Charges. Any maintenance services performed by Tyler for Client which are not covered by this Maintenance Agreement, as set forth in Section C(5), including materials and expenses, will be billed to Client at Tyler's then current rates.
- c) Tyler reserves the right to suspend maintenance services if Client fails to pay undisputed Maintenance fees within sixty (60) calendar days of the due date. Tyler shall reinstate maintenance services upon Client's payment of all past due Maintenance fees, including all such fees for the periods during which services were suspended.

4. Maintenance Services Terms and Conditions. For as long as a current Maintenance Agreement is in place, Tyler shall:

- a) In a professional, good and workmanlike manner, perform its obligations in accordance with Tyler's then-current support call process (Tyler's current support call process is set forth in the document attached hereto as Exhibit 3) in order to conform the Tyler Software Products to the applicable warranty under this Agreement. If Client modifies the Tyler Software Products without Tyler's prior written consent, Tyler's obligations to provide maintenance services on and warrant the Tyler Software Products will be void.
- b) Provide telephone support on the Tyler Software Products. Tyler personnel shall accept telephone calls during the hours set forth in Exhibit 3 - Support Call Process.
- c) Continuously maintain a master set of the Tyler Software Products on appropriate media, a hardcopy printout of source code to the Tyler Software Products, and Tyler User Guides.
- d) Maintain personnel that are appropriately trained to be familiar with the Tyler Software Products in order to provide maintenance services.
- e) Provide Client with all releases Tyler makes to the Tyler Software Products that Tyler makes generally available without additional charge to customers possessing a current Tyler annual Maintenance Agreement. Third Party Products; and installation, Consulting and Training services related to the new releases will be provided to Client at Tyler's then-current rates. Client acknowledges and agrees that a new release of the Tyler Software Products is for implementation in the Tyler Software Products as they exist without Client customization or modification.
- f) Support prior releases of the Tyler Software Products in accordance with Tyler's then-current release life cycle policy.

5. Limitations and Exclusions. Maintenance fees do not include installation or implementation of the Tyler Software Products, onsite support (unless Tyler cannot remotely correct a defect in a Tyler Software Product), application design, other consulting services, support of an operating system or hardware, and support outside Tyler's normal business hours.

6. Client Responsibilities.

a) Client shall provide, at no charge to Tyler, full and free access to the Tyler Software Products; working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide maintenance services set forth herein.

b) Tyler currently utilizes "Go To Assist" as a secure commercial PC to PC remote connectivity tool to provide remote maintenance services. Client shall maintain for the duration of the Agreement a high-speed Internet connection capable of connecting to Client's PC's and server. Tyler strongly recommends that Client also maintain a modem or VPN for backup connectivity purposes. Tyler, at its option, will use the connection to assist with problem diagnosis and resolution.

7. Limitation of Liability. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the provision or quality of maintenance services or use of the Tyler Software Products. Tyler's liability for damages and expenses arising out of this Maintenance Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to two (2) times the Maintenance fees paid to Tyler during the twelve (12) months prior to the claim. Such Maintenance fees reflect and are set in reliance upon this limitation of liability.

SECTION D – THIRD PARTY PRODUCT AGREEMENT

1. Agreement to License or Sell Third Party Products. For the price set forth in the Investment Summary, Tyler agrees to license or sell and deliver to Client, and Client agrees to accept from Tyler the System Software and Hardware set forth in the Investment Summary (collectively, the "Third Party Products").

2. License of System Software.

a) Upon Client's payment in full of the System Software fees, Tyler shall grant to Client and Client shall accept from Tyler a non-exclusive, nontransferable, non-assignable license to use the System Software and related documentation for Client's internal business purposes, subject to the terms and conditions set forth herein.

b) The developer of the System Software (each a "Developer", collectively "Developers") shall retain ownership of the System Software.

c) The right to transfer the System Software to a replacement hardware system is governed by the Developer. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to Client. OSDBA service, if purchased by Client, currently includes the cost of new media and technical assistance to accommodate one (1) transfer every two (2) years. Client shall provide advance written notice to Tyler of any such transfer.

d) Client acknowledges and agrees that the System Software and related documentation are proprietary to the Developer and have been developed as trade secrets at the Developer's expense. Client shall use best efforts to keep the System Software and related documentation confidential and to prevent any misuse, unauthorized use, or unauthorized disclosure of the System Software and related documentation by any party.

e) Client shall not perform decompilation, disassembly, translation or other reverse engineering on the System Software.

f) Client may make copies of the System Software for archive purposes only. Client shall repeat any and all proprietary notices on any copy of the System Software. Client may make copies of the documentation accompanying the System Software for internal use only.

3. Delivery. Unless otherwise indicated in the Investment Summary, the prices for Third Party Products include costs for shipment while in transit from the Developer or supplier to Client.

4. Installation and Acceptance. Unless otherwise noted in the Investment Summary, the Tyler Software Product installation fee includes installation of the Third Party Products. Upon completion of installation, Client will obtain from Tyler a certification of completion, or similar document, which will constitute Client's acceptance of the Third Party Products. Such acceptance will be final and conclusive except for latent defect, fraud, and a gross mistake as amount to fraud.

5. Site Requirements. Client shall provide a suitable environment, location and space for the installation and operation of the Third Party Products; sufficient and adequate electrical circuits for the Third Party Products; and installation of all required cables.

6. Warranties.

- a) Tyler is authorized by each Developer to grant licenses or sublicenses to the System Software.
- b) Tyler warrants that each System Software product will be new and unused, and if Client fully and faithfully performs each and every obligation required of it under this Third Party Product Agreement, Client's title or license to each System Software product will be free and clear of all liens and encumbrances arising through Tyler.
- c) Client acknowledges and agrees that Tyler is not the manufacturer of the Third Party Products. As such, Tyler does not warrant or guarantee the condition or operating characteristics of the Third Party Products. Tyler hereby grants and passes through to Client any warranty adjustments that Tyler may receive from the Developer or supplier of the Third Party Products.

7. Maintenance.

- a) In the event Client elects not to purchase through Tyler maintenance services on the System Software, it will be the responsibility of Client to repair and maintain the System Software and purchase enhancements as necessary after acceptance.
- b) In the event Client elects to purchase through Tyler maintenance services on the System Software, Tyler will facilitate resolution of a defect in a System Software product with the Developer.
- c) In the event the Developer charges a fee for future System Software release(s), Client will be required to pay such fee.

8. Limitation of Liability. In no event shall Tyler be liable for special, indirect, incidental, consequential, or exemplary damages, including, without limitation, any damages resulting from loss of use, loss of data, interruption of business activities, or failure to realize savings arising out of or in connection with the use of the Third Party Products. Tyler's liability for damages and expenses arising out of this Third Party Product Agreement, whether based on a theory of contract or tort, including negligence and strict liability, will be limited to the License Fee/Purchase Price of the Third Party Products paid by Client. Such prices are set in reliance upon this limitation of liability.

SECTION E – GENERAL TERMS AND CONDITIONS

1. Taxes. The fees set forth in the Investment Summary do not include any taxes, including, without limitation, sales, use or excise tax. All applicable taxes shall be paid by Tyler to the proper authorities and shall be reimbursed by Client to Tyler. In the event Client possesses a valid direct-pay permit, Client will forward such permit to Tyler on the Effective Date, in accordance with Section E(19). In such event, Client will be responsible for remitting all applicable taxes to the proper authorities. If tax-exempt, Client will provide Tyler with Client's tax-exempt certificate.

2. Invoice Dispute.

- a) In the event Client believes products or services do not conform to warranties in this Agreement, Client will provide written notice containing details of the dispute to Tyler within thirty (30) calendar days of receipt of the applicable invoice. Tyler will provide a written response to Client that will include either a justification of the invoice or an adjustment to the invoice. Tyler and Client will develop a plan to outline the reasonable steps to be taken by Tyler and Client to resolve any issues presented in Client's notice to Tyler. Client may only withhold payment of the amount actually in dispute until Tyler completes its action items outlined in the plan. Notwithstanding the foregoing, if Tyler is unable to complete its actions outlined in the plan because Client has not completed its action items outlined in the plan, Client will remit full payment of the invoice.
- b) Any invoice not disputed as described above will be deemed accepted by Client. In the event Client fails to pay an invoice or a portion of an invoice not disputed as described above within sixty (60) calendar days of receipt of invoice, Tyler reserves the right to suspend delivery of the associated services.

3. Force Majeure; Client Assistance. "Force Majeure" is defined as an event beyond the reasonable control of a party, including governmental action, war, riot or civil commotion, fire, natural disaster, labor disputes, restraints affecting shipping or credit, delay of carriers, inadequate supply of suitable materials or any other cause which could not with reasonable diligence be foreseen, controlled or prevented by the party. Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure.

Force Majeure will not be allowed unless:

- a) Within ten (10) business days of the occurrence of Force Majeure, the party whose performance is delayed thereby provides the other party or parties with written notice explaining the cause and extent thereof, as well as a request for a time extension equal to the estimated duration of the Force Majeure events.
- b) Within ten (10) business days after the cessation of the Force Majeure event, the party whose performance was delayed provides the other party written notice of the time at which Force Majeure ceased and a complete explanation of all pertinent events pertaining to the entire Force Majeure situation.

Either party will have the right to terminate this Agreement if Force Majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred-twenty (120) or more days from the scheduled date of the task. This paragraph will not relieve Client of its responsibility to pay for services and goods provided to Client and expenses incurred on behalf of Client prior to the effective date of termination.

In addition, Client acknowledges that the implementation of the Tyler Software Products is a cooperative process requiring the time and resources of Client personnel. Client shall, and shall cause Client personnel to, use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to meet the project deadlines and other milestones agreed to by the parties for implementation. Tyler shall not be liable for failure to meet such deadlines and milestones when such failure is due to Force Majeure (as defined above) or to the failure by Client personnel to provide such cooperation and assistance (either through action or omission).

4. Indemnification.

- a) Tyler shall indemnify and hold harmless Client and its agents, officials and employees from and against any and all direct third party claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damage arising from Tyler's negligence or willful misconduct.
- b) Client shall indemnify and hold harmless Tyler and its agents, officials and employees from and against any and all direct third party claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damage arising from Client's negligence or willful misconduct.

5. Disclaimer. THE RIGHTS, REMEDIES, AND WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER RIGHTS, REMEDIES, AND WARRANTIES EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND SYSTEM INTEGRATION, WHICH ARE HEREBY DISCLAIMED BY TYLER.

6. Dispute Resolution. Client or Tyler will notify the other party in writing within fifteen (15) days of becoming aware of a dispute. If Tyler and Client cannot resolve such dispute within thirty (30) calendar days of the other party's receipt of written notice from Client or Tyler, the following procedure will apply:

a) Each party shall appoint one (1) person to act as an impartial representative. The appointed individual will be of sufficient knowledge and experience to understand and deal with the dispute but will not be a person assigned to the project. The set of four (4) individuals consisting of Tyler's Project Manager for this project, Client's Project Manager for this project, and the two (2) appointees is called a Dispute Resolution Group.

b) The Dispute Resolution Group shall convene no later than twenty-one (21) calendar days after the expiration of the thirty (30) calendar day period referenced above and shall meet for a maximum of four (4) four (4) hour sessions during the subsequent four (4) business days, unless otherwise mutually agreed. Any resolution will be in writing and signed by both parties. Such resolution will constitute a binding amendment to the Agreement.

In the event the Dispute Resolution Group fails to resolve the dispute as set forth above, either party may assert its other rights and remedies under this Agreement within a court of competent jurisdiction.

All meetings and discussions of the Dispute Resolution Group will be deemed settlement discussions not admissible as evidence under Federal Rule of Civil Procedure 408 or any similar applicable state admissibility rule.

Nothing in this Article will prevent a party from applying to a federal or state court of competent jurisdiction to obtain injunctive relief pending resolution of the dispute through the dispute resolution procedures set forth herein.

7. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of Tyler and Client. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.

8. Governing Law. This Agreement will be governed by and construed in accordance with the laws of Client's state of domicile.

9. Entire Agreement. This Agreement represents the entire agreement of Client and Tyler with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Client hereby acknowledges that in entering into this Agreement it did not rely on any information not explicitly set forth in this Agreement.

10. Severability. If any term or provision of this Agreement or the application thereof, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable will not be affected thereby, and each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.

11. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by Tyler or Client, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent Tyler or Client from enforcing each and every term of this Agreement thereafter.

12. Multiple Originals and Signatures. This Agreement may be executed in multiple originals, any of which shall be independently treated as an original document. Any electronic, faxed, scanned, photocopied or similarly reproduced signature on this Agreement or any amendment hereto shall be deemed an original signature and shall be fully enforceable as if an original signature.

13. Amendment. This Agreement may only be modified by written amendment signed by authorized representatives of both parties.

14. Termination. Client may terminate this Agreement for cause in the event Tyler does not cure a material breach of this Agreement within thirty (30) days of receiving notice of such breach from Client. Upon such termination, Client shall pay Tyler for all services and expenses not in dispute and non-Defective Tyler Software Products which were delivered or incurred prior to the date Tyler received Client's notice of termination. Payment for services and expenses in dispute will be determined in accordance with the dispute resolution process.

15. Non-appropriation. If Client should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, Client may unilaterally terminate this Agreement only upon thirty (30) days written notice to Tyler. Upon termination, Client shall remit payment for all products and services delivered to Client and all expenses incurred by Tyler prior to Tyler's receipt of the termination notice. Client will not be entitled to a refund or offset of previously paid license and other fees.

16. Approval of Governing Body. Client represents and warrants to Tyler that this Agreement has been approved by its governing body and is a binding obligation upon Client.

17. No Assignment. Client may not assign its rights and responsibilities under this Agreement without Tyler's prior written permission, not to be unreasonably withheld.

18. Successors and Assigns. This Agreement shall inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

19. Notices. All notices or communications required or permitted as a part of this Agreement will be in writing (unless another verifiable medium is expressly authorized) and will be deemed delivered when:

- 1) Actually received,
- 2) Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party,
- 3) Upon receipt by sender of proof of email delivery, or
- 4) If not actually received, ten (10) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set forth in this Agreement or such other address as the party may have designated by notice or Agreement amendment to the other party.

Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of a new address will be borne by the intended receiving party. The addresses of the parties to this Agreement are as follows:

Tyler Technologies, Inc.
1 Tyler Drive
Yarmouth, ME 04096
Attention: Contracts Manager

City of Green Bay
100 N. Jefferson Street
Green Bay, WI 54301
Attention: J.T. Administrator

20. Independent Contractor. This is not an agreement of partnership or employment of Tyler or any of Tyler's employees by Client. Tyler is an independent contractor for all purposes under this Agreement.

21. Insurance. Prior to performing services under this Agreement, Tyler shall provide Client with certificates of insurance evidencing the following insurance coverage:

- a) Commercial general liability of at least \$1,000,000;

- b) Automobile liability of at least \$1,000,000;
- c) Professional liability of at least \$1,000,000; and
- d) Workers compensation complying with statutory requirements.

22. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it shall not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement for a period of two (2) years. This obligation of confidentiality will not apply to information that:

- a) At the time of the disclosure is in the public domain;
- b) After disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by a party;
- c) A party can establish by reasonable proof was in that party's possession at the time of disclosure;
- d) A party receives from a third party who has a right to disclose it to that party; or
- e) Is subject to Freedom of Information Act requests, only to the extent disclosure is based on the good faith written opinion of the receiving party's legal counsel that disclosure is required by law: provided, however, that that receiving party shall give prompt notice of the service of process or other documentation that underlies such requirement and use its best efforts to assist the disclosing party if the disclosing party wishes to obtain a protective order or otherwise protect the confidentiality of such confidential information. The disclosing party reserves the right to obtain protective order or otherwise protect the confidentiality of its confidential information.

23. Nondiscrimination. Tyler shall not discriminate against any person employed or applying for employment concerning the performance of Tyler's responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation.

24. Subcontractors. Tyler shall not subcontract any services under this Agreement without Client's prior written permission, not to be unreasonably withheld.

25. Shipping. Delivery will be F.O.B. shipping point.

26. Business License. In the event a local business license is required for Tyler to perform services hereunder, Client will notify Tyler prior to the Effective Date and will provide Tyler with the necessary paperwork and/or contact information.

27. Tyler Forms Processing. The Tyler Software Product "Tyler Forms Processing" must be used in conjunction with a Hewlett Packard printer supported by Tyler for printing checks.

28. Payment Terms.

- a) Tyler shall invoice Client \$98,925 upon the Effective Date. Such amount equals 25% of the Tyler software license fees.
- b) Tyler shall invoice Client \$220,850 when Tyler has made the Tyler Software Products available to Client for downloading. Such sum equals:
 - 50% of the Tyler software license fees (\$197,850)
 - 100% of the System Software license fees (\$23,000)

- c) Tyler shall invoice Client the Hardware fees of \$1,650 upon delivery of such Hardware.
- d) Tyler shall invoice Client \$4,600 upon installation of the Tyler Software Products. Such amount equals 100% of the year 1 System Software maintenance fee.
- e) Tyler shall invoice the Project Planning Services fee of \$9,000 upon delivery of the Implementation Planning document.
- f) Tyler shall invoice Client \$98,925 upon use of a Tyler Software Product in live production, not to exceed twenty-four (24) months from the Effective Date. Such amount equals 25% of the Tyler software license fees.
- g) Tyler shall invoice Client fees for Services, plus expenses, if and as provided/incurred.
- h) Tyler shall invoice a 50% deposit for modifications upon delivery of specifications and 50% upon delivery of modification in accordance with the specifications. Tyler will perform a modification upon receipt of written notice to proceed from Client. Client will have thirty (30) days from delivery of a modification to test such modification. In the event Client does not report an issue with such modification to Tyler within such thirty (30) day period, the modification will be deemed in compliance with the specifications.
- i) Service rates do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy. A detailed summary of Tyler's current Business Travel Policy is attached hereto as Exhibit 4.
- j) Payment is due within thirty (30) days of the invoice date.
- k) The year 1 Tyler software maintenance fees of \$99,613 for the one (1) year period commencing upon installation of the Tyler Software Products are hereby waived. Subsequent annual Maintenance fees will be due on the anniversary of the installation date of the Tyler Software Products.
- l) The year 1 Payroll Tax Table Update fee of \$1,000 for the one (1) year period commencing upon installation of the Tyler Software Products is hereby waived. Subsequent annual Payroll Tax Table Update fees will be due on the anniversary of the installation date of the Tyler Software Products.

29. Electronic Payment. Tyler prefers to receive payments electronically. Tyler's electronic payment information is as follows:

Bank:	Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies Inc. – Operating

30. Annual Payroll Tax Table Update. Annual Payroll Tax Table Update service will renew automatically for additional one (1) year terms at Tyler's then-current Annual Payroll Tax Table Update service fee unless terminated in writing by either party at least fifteen (15) days prior to the end of the then-current term.

31. Optional Items. Pricing for optional products and services shall be valid for twenty-four (24) months from

the Effective Date.

32. Tyler Products and Services. Client may purchase additional Tyler products and services at then-current list price, pursuant to the terms of this Agreement, by executing a mutually agreed addendum.

33. Contract Documents. This Agreement includes the following exhibits:

- Exhibit 1 – Investment Summary
- Exhibit 2 – Verification Test
- Exhibit 3 – Support Call Process
- Exhibit 4 – Business Travel Policy
- Exhibit 5 – Adobe End User License Agreement
- Exhibit 6 – City of Green Bay, Wisconsin Request for Proposal #2238 (“RFP”)
- Exhibit 7 – Tyler’s Proposal Dated August 1, 2012 (“Proposal”)

34. Order of Precedence. In the event of conflict among the contract documents listed in Section E (33), the following order of precedence shall apply:

1. This Agreement, excluding Exhibit 6 – RFP and Exhibit 7 – Proposal
2. Exhibit 7 – Proposal
3. Exhibit 6 – RFP

35. Bankruptcy. In the event that Tyler files for or is the subject of bankruptcy proceedings, it is the agreement and intent of the parties that this Agreement shall be governed by 11 U.S.C. § 365(n).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

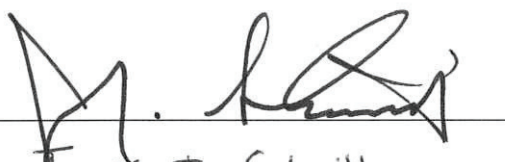
Tyler Technologies, Inc.
ERP and Schools Division

By: 
Name: James J. Hurley

Title: Vice President of Sales

Date: August 23, 2013

City of Green Bay

By: 
Name: James J. Schmitt

Title: Mayor

Date: 8/26/13



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

April 8, 2025

PREPARED BY

AGENDA ITEM # E.6

Consideration with possible actions to approve the Asset Variance Procedure to be added to the City of Green Bay Procurement Manual.

BACKGROUND

The Procurement Manual was approved by Common Council in June 2024.
Staff are recommending adding the Asset Variance Procedure to the existing manual.

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. Finance Request Purchase Variance Procedure 4-8-2025 Complete V3
2. City of Green Bay Procurement Manual Approved 6-2024



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

Phone 920.448.3047
Fax 920.448.3050

4/03/2025

Finance Committee 4/8/2024.

Consideration and possible action to approve the Asset Variance Procedure to be added to the City of Green Bay Procurement Manual. We have identified a need to report Purchases when change orders are created after orders are placed and acknowledged. Any amount below \$50k can be approved and processed by Department Heads and Directors. Anything over \$50k would be reported out to Finance and Council Monthly. This change will bring consistency and compliance to the process. This has come to light lately on some of the long lead time items on order. This will allow transparency to approved amounts and final cost on items. This new procedure does not include DPW Construction Projects or the Transit Department they both have mechanisms in place to monitor and approve these items.

Respectfully Submitted,

Thomas J. Walenski

Thomas J. Walenski Procurement Manager
City of Green Bay



Purchasing Department
100 North Jefferson Street • Room 410
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3047
Fax 920.448.3050

Subject: Review of Proposed Change Order Procedure

Good Afternoon Senior Staff,

The Purchasing Department has identified a need for a procedure to address purchase orders that require change orders between issuance and final delivery. The attached document outlines a process to track these modifications—both increases and decreases—while aligning with our current approval system requirements and ensuring that change orders are properly documented and justified.

Please review the attached document and provide any feedback that could enhance the efficiency of this procedure. Once a final draft is developed, the Purchasing Department intends to integrate it into our existing Purchasing Policies and Procedures through the Finance Committee and Council approval process.

Reason for Implementation:

Recent purchases have resulted in over \$50K in change orders. While these modifications have improved the final product and ensured that deliveries meet the City's expectations, a formalized process is needed to manage these changes effectively. Change orders are sometimes necessary when we realize that different specifications better suit our needs after the initial order.

Additionally, the proposed procedure includes a de-escalating scale based on purchase amounts. While not an exact science, this framework will help keep us within a reasonable range that aligns with industry standards.

Your input is valuable, and we appreciate your time in reviewing this proposal.

Best regards,

Thomas Walenski

THOMAS J. WALENSKI

Procurement Manager

City of Green Bay
Purchasing Department
920.448.3048
greenbaywi.gov



CITY OF GREEN BAY

Asset Purchase Variances

All approved purchases of the City of Green Bay are to be tracked and if purchases are changed from approval amount, below is the mechanism that would trigger re-approval of additional expense.

The chart below is a guide that explains who can approve these Change Orders depending on the level and amount of the changes.

Total Approved Purchase	Percentage of Allowance	Approved By
\$0 to \$100,000	5%	Department Director
\$100,001 to \$250,000	2.5%	Department Director Under \$50k
\$250,001 to \$500,000	1.5%	Department Director Under \$50k over Council report out
\$500,001 to 1,000,000	1%	Department Director Under \$50k over Council report out
Over \$1,000,000	.05%	Department Director Under \$50k over Council report out

This amount includes any added freight that wasn't recognized on the original approval.

Requirement: Any change orders must be approved by the representing City of Green Bay Department and the Vendor. Documentation should include a list of any change orders with description and cost difference, both parties need to sign off this document before the change is acknowledged.

The Director /Department Head will maintain copies of all change orders and supporting documentation this information will be included in the Purchasing file as back-up/justification of this activity. Department representative and Director are responsible to forward documentation to the Purchasing Department.

This does not include Construction activity. This is for Asset Purchases only. Construction Agreements include contingency and that is the allowance for those purchases. Transit would handle their own Variances through the Transit Commission

If Change Orders require a report out to City of Green Bay Council, Purchasing will be generating Monthly report for the Council through the Finance Committee. This report will include the approved amount and the new total with the accepted change orders.

Please call Purchasing at (920) 448 – 3048 with questions.



City of Green Bay

Purchasing Department

Procurement Manual

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1. Purchasing Department Mission

The mission of the Purchasing Department is to assist all City Departments in the effective and efficient procurement of goods and services that are consistent with quality and delivery needs at the lowest possible cost and overall best value for the City. The Purchasing Department provides leadership in procurement to ensure the City's process is fair, competitive, efficient, and conducted under strict ethical guidelines.

2. General Information

Fair and open competition is a core principle of public procurement and inspires public confidence that goods and services are procured equitably and economically. Documentation of the acts taken and effective monitoring mechanisms are important means of avoiding improprieties and establishing public confidence in the procurement process. It is the duty of all City staff to maintain the public trust by adhering to City standards of professional conduct and ethical behavior. All City personnel are responsible for maintaining the integrity of the procurement process and will be held accountable for actions taken that do not conform to the established procurement process.

3. Applicable Laws, Codes, and Ordinances

All City purchases shall be made in accordance with all Federal, State, and Local Laws, Codes and Ordinances. Purchasing authority is granted by section 66.0131 of the Wisconsin Statutes and by [Section 1.76 of The City of Green Bay Code of Ordinances](#). Except where more restrictive by City Ordinance or defined in this manual, all procurement functions will follow the laws and guidelines set forth by the [State of Wisconsin State Procurement Manual](#). The Procurement Manager along with designated senior staff have the authority to require more restrictive requirements over the State Procurement Manual should it be determined it is in the best interest of the City.

4. Roles and Responsibilities

The general roles and responsibilities regarding procurement are as follows:

- Procurement Manager
 - Provide oversight and leadership for procurement related policies and procedures.
 - Conduct formal competitive solicitations such as bids, proposals, quotes, etc.
 - Conduct negotiations for professional services.
 - Provide procurement information to City leadership when necessary.
 - Attend Committee or City Council meetings when necessary to discuss and advise on purchasing issues and the results of bids and proposals.
 - Delegate procurement authority to Departments when appropriate.
 - Approve sole source and single source purchases.
 - Approve requests to waive the competitive solicitation process when appropriate with written justification from Departments.
- Purchasing Staff
 - Provide procurement support to City staff.
 - Conduct formal competitive solicitations such as bids, proposals, quotes, etc.
 - Process requisitions, purchase orders, and P-Card statements via ERP system.
- Department Heads/Managers
 - Identify the needs of the Department, develop specifications, scope of work, etc.
 - Communicate Department needs to the Purchasing Department and plan appropriate procurement methods.

- Approve Department purchases for goods within budget authority.
- Approve Department purchases for goods and services for \$50,000 or less within budget authority.
- Seek approval from and report purchases to the City Council when appropriate.
- Create written justifications for sole source/single source purchases or written requests to waive the competitive solicitation process for approval by the Procurement Manager.
- Department Staff
 - Identify the needs of the Department, develop specifications, scope of work, etc. Communicate those needs to the Purchasing Department.
 - Seek approval from Department Head/Manager when appropriate.
 - Review bids for compliance with specifications as needed.
 - Verify delivery of goods and services and if they meet the specifications and/or scope of work.

5. Purchasing Process Basics

The goal of all successful procurements is to get it right:

Right Goods or Services
Right Quantity
Right Time
Right Place
Right Price

The Process can be broken down into a few basic steps:

Step One - Identify the Need (Requesting Department):

This is the most critical step to a successful procurement. All needs must be identified including:

- Determine exact specifications and quantity for products.
- Right sizing for vehicles and equipment
- Does it need to be compatible with current equipment or software?
- Detailed scope of work for services.
- When the product or service is needed.
- Description of how products or services will be delivered and to where.
- Are installation, training, or future maintenance services required?
- Estimated cost and budget availability.
- Secure approvals to proceed with the purchase.

Step Two – Procurement (Requesting Department and Purchasing Department)

- Check surplus – does another Department have what is needed in surplus or the ability to provide the services?
- Work with the Purchasing Department to identify the correct procurement method – open market, cooperative purchases, quotes, bids, proposals, sole source, etc.
- Conduct the procurement, and if necessary use a competitive process.
- If necessary, work with the Purchasing Department and Law Department to negotiate and execute a contract agreement with the selected vendor.
- Place the order.

Step Three –Receiving goods or services (Requesting Department)

- Verify delivery/service dates and follow up if necessary.
- Inspect deliveries thoroughly and report any deficiencies in quality or quantity immediately.
- Receive on the purchase order (if applicable) in the ERP system.

Step Four – Payment Processing (Requesting Department/Purchasing Department/Finance Department)

- Verify that product or services have been received and are in good order.
- Match invoices with the original order and packing slips.
- Submit invoice for payment

6. Developing Specifications

Specifications establish the design, type of construction, quality, functional capability and performance level desired. Identify the need and the key factors to fulfill the need completely. Be specific, identify grade, type, or other industry standards that must be met. It is very difficult to disqualify a poor quality product if the specifications are vague or limited.

Specifications may include:

- Type of construction or materials.
“Product shall be stainless steel” is typically not specific enough in most cases.
“Product shall be 20 gauge 304 stainless steel” is a much better specification.
- Minimum level of performance required.
“High capacity fan” is typically not specific enough in most cases.
“Fan shall be 50 CFM (cubic feet per minute) minimum” is a much better specification.
- Physical characteristics, size, weight, color, shape, etc.
“Lightweight design” is typically not specific enough in most cases.
“ Product weight shall not exceed 20 lbs.” is a much better specification.
- Delivery and installation requirements. Is the City responsible for unloading the product from the vendor’s truck? Does the product need to be unloaded by the vendor and set in a specific location? Is the vendor required to install the product?
- Quantity and packaging requirements. 1000 items loose in a box or 10 bundles of 100?
- Warranty requirements.
- Training requirements.
- This or equal quality. Identify a specific product (by manufacturer and part number) that meets all our needs and allow bidders to bid that product or an alternate product of equal quality.
- Scope of services. Include method of service delivery, onsite, online, phone, etc. Identify timeliness of service delivery, response time, lead time, time to complete project. Describe in detail what is required including outcomes desired.

7. Procurement Thresholds and Approval Levels

Procurement process thresholds:

- Purchases less than \$10,000 may be purchased on the open market by Departments directly if the pricing is generally known to be fair. Quotes should be used when an appropriate price is unknown.
- Purchases of \$10,000-\$24,999 may be made only after using a competitive process determined by the Purchasing Department. Competitive processes include, but are not limited to, Simplified Bidding (See 8.1), Request for Bid (RFB), Request for Proposal (RFP), Request for Quote (RFQ), and Cooperative Purchase Contracts.

- Purchases of \$25,000 or greater may only be made after using a Sealed Competitive process as determined by the Purchasing Department. Sealed processes include Request for Bid (RFB) and Request for Proposal (RFP) (see sections 8.3 and 8.4).
- If a dollar value is unknown or additional information about a product or service is needed to form a bid or proposal packet, a Request for Information (RFI) will be issued to determine scope and estimated cost.

Approval Levels:

- All purchases of \$50,000 and greater must be brought to the Common Council for approval.

8. Procurement with Special Funds

In the event that a procurement is needed when the purchase will be made utilizing specified funds such as, but not limited to, grants, loans, Federal or State funds, those procurements shall be done in accordance to the rules and regulations associated with those funds. At no time shall the procurement violate any rules or stipulations attached to the funds.

9. Procurement Methods

The following methods are approved competitive processes to be used in the procurement process. The Purchasing Department should be contacted to determine the best method for a particular procurement. The Procurement Manager shall have the final authority on the method of procurement to be used. Consultation with the law department will be done when necessary (as determined by the Procurement Manager) on final contract documents.

9.1 Simplified Bidding ([State Procurement Manual PRO-C-8](#))

Simplified Bidding is a method of procurement used when the estimated cost of a transaction is \$10,000-\$24,999. Simplified bidding takes place when three or more qualified suppliers are solicited to submit quotes on a procurement. However, "three or more" is a minimum. The definition of "three or more" bidders is not to be used to restrict competition or to prevent qualified bidders from quoting on procurements.

Procedure:

- A. The Department first determines the estimated cost of the procurement. To establish whether the simplified bidding process is appropriate or if the Purchasing Department must facilitate the solicitation. The Department will use the estimated dollar amount applicable to the entire contract duration in determining if Simplified Bidding is appropriate.
- B. When the estimated cost is less than \$10,000 the Department may award to the vendor judged best able to supply ("best judgment"). In choosing a vendor, the following should be considered: location of delivery point, quality of articles to be supplied, price of articles, conformity with specifications, purpose for which articles are required, and date of delivery.
- C. When the estimated cost is \$10,000 through \$24,999, the requesting Department solicits and compares, whenever possible, a minimum of three bids from qualified bidders from any of the current sources below:
 1. Price lists,
 2. Quotes on file, or
 3. Written quotes.

E-mail quotes from vendors are considered written documentation of a bid. Phone and verbal quotes should be confirmed in writing by the vendor. The Department must have a procedure to check the

invoice against the purchase order/charged to assure proper pricing. The Department is responsible for ensuring that purchases do not exceed \$10,000. If a Department feels it is in the best interest to use simplified bidding on purchases greater than \$10,000 they should contact the Procurement Manager to discuss and justify this request.

- D. Once all bids are obtained the Department shall review and select the lowest, qualified, responsible bidder to provide the goods and/or services. If a Purchase Order is to be issued all applicable quotes must be attached to the requisition submitted in the Enterprise Resource Planning (ERP) system by the requesting Department. If a P-card is used for the purchase, all quotes should be attached to the P-Card statement in which the purchase was made on. The Purchasing Department will conduct random audits of Simplified Bidding processes conducted by Departments. If it is found that a Department violates purchasing policies on a recurring basis, reeducation on the process may be required. In extreme circumstances purchasing authority delegation may be taken away from that Department.
- E. If at any time you would like assistance from the Purchasing Department with this process and/or obtaining quotes please reach out to via email at purchasingag@greenbaywi.gov or by calling x3047.

Recordkeeping:

- A. Documentation of all simplified bidding transactions is required.
 - 1. When the cost is less than \$10,000, the Department shall keep documentation related to the purchase on file in the Department office.
 - 2. When the estimated cost is over \$10,000 all quotes obtained should be attached to the P-Card transaction or the requisition submitted via the ERP system by the requesting Department. The Department must have a procedure in place to check the accuracy of the invoice.

9.2 Request for Quote (RFQ)

A Request for Quote is a competitive solicitation process in which Purchasing Department staff utilizes procurement resources to reach a broad pool of potential suppliers. Purchases of \$10,000 up to \$25,000 will generally, but not always, utilize this process. Purchases of \$10,000 and greater require communication with the Purchasing Department. The RFQ process is meant to be an agile tool for competitive solicitation of quotes and depending upon complexity, will generally take about 1-3 weeks to complete.

Process:

- The Department shall identify the need, notify the Purchasing Department (via phone, email, or requisition), and develop detailed specifications. Purchasing can assist with the specification development if necessary.
- The Purchasing Department shall incorporate the specifications into a standard RFQ template and work with the Department to determine a schedule.
- The Purchasing Department shall conduct the RFQ process, advertise the solicitation, and open the quotes received.
- The Purchasing Department will assist Departments in reviewing quote responses and making recommendations for award. RFQs shall be awarded to the lowest responsive, responsible bidder that meets all the needs, terms, conditions and specifications.
- The Purchasing Department shall work with the Department in creating the final contract document (if necessary).

9.3 Request for Bid (RFB)

A Request for Bid is a formal solicitation that is conducted by the Purchasing Department for goods and services for \$25,000 or more and that can be defined with clear specifications. The RFB process is a formal solicitation and depending upon complexity can take 3-4 weeks to complete.

Process:

- The Department shall identify the need, notify the Purchasing Department, and develop detailed specifications. Purchasing can assist with the specification development if necessary.
- The Purchasing Department shall incorporate the specifications into a standard bid template and work with the Department to schedule the bid.
- The Purchasing Department shall conduct the bid process, advertise, collect questions, work with the Department on answers/addenda, and open the bids.
- The Purchasing Department will assist Departments in reviewing bid responses and making recommendations for award. Bids shall be awarded to the lowest responsive, responsible bidder that meets all the needs, terms, conditions and specifications.
- The Purchasing Department shall assist the Department in creating the final contract document or purchase order.

9.4 Request for Proposal (RFP)

A Request for Proposal is a formal solicitation conducted by the Purchasing Department that is used for goods and/or services that are not able to be clearly defined, outcome requirements that have multiple methods to accomplish, or for projects for which the skill or quality of the Contractor needs to be weighed with the cost. RFP solicitations are weighted and scored by an evaluation team and awarded to the highest scoring proposer. RFP's are complex formal solicitations and the entire process including advertising, evaluation, and scoring can take 4-6 weeks.

Process:

- The Department shall identify the needs and notify Purchasing Department.
- Purchasing Department will work with the Department to develop proposal requirements and response requirements, a scoring matrix for each requirement and a format for submitting costs.
- Purchasing Department shall incorporate the requirements into a RFP template and work with the Department to schedule the RFP.
- Purchasing Department shall facilitate the RFP process, advertise, collect questions, work with the Department on answers/addenda, and collect the submittals.
- Purchasing Department will assist in negotiating contract price and terms with the awarded proposer.
- Purchasing Department will work with Corporation Counsel and the Department in creating the final contract document.
- Purchasing Department will report the results of the RFP process to the Department for the Department's discussion and action, if any.

9.5 Request for Information (RFI)

A Request for Information is a type of request used when information and pricing is not readily available for goods, professional services, specialized services or specific construction projects that require a higher degree of skill than usual. The Request for Information may be used to create a short list of vendors for either direct negotiation or bid requests.

9.6 Professional Services

Professional Services do not require a competitive process. Examples of professional services include but are not limited to Banking, Financial, Consulting, Legal Counsel, Medical, Architecture and Engineering, and Real Estate services. Just because a service can be labeled as a professional service does not mean bypassing the competitive process is the best approach. Please consult with the Purchasing Department if you have questions regarding obtaining professional services.

9.7 Cooperative Purchasing

The City may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of goods and services. Cooperative purchases shall be made in accordance with public procurement principles of open and equitable competition. The City may also purchase from any other government entity without the intervention of bids, Section 66.0131 (2) Wisconsin Statute.

Common cooperative purchasing contracts include:

- State of Wisconsin Cooperative Contracts
- National Purchasing Cooperatives
- General Services Administration (GSA) Schedule 70 & 84

State of Wisconsin and UW contracts may be searched on VendorNet:

<http://vendornet.state.wi.us/>

GSA contracts may be searched at:

<https://www.gsaadvantage.gov>

9.8 Used Equipment Purchases

The purchase of used equipment from vendors when, in the discretion of that Department's respective head, the purchase of said used equipment will result in considerable savings to the City, shall be submitted to the Procurement Manager or Procurement Manager's designee for review and approval for waiving requirements of the competitive process. Respective Department head must provide written justification to Procurement Manager or Procurement Manager's designee for review and approval.

9.9 Sole Source/Single Source Purchasing

"Sole Source Purchasing" is a procurement process initiated with a specific vendor without competition who has a unique product or service. The product or service has to be truly unique in design or service method, not just a preferred brand or service provider. Purchases that are considered "sole source" must be approved by the Procurement Manager prior to purchase.

"Single Source Purchasing" is a procurement process initiated with a specific vendor without completion who has a product or service that is offered by other vendors, but the specific product/service offered by the vendor is desired (ex. purchasing a specific product that matches other already purchased products for parts and maintenance compatibility.) Purchases that are considered "single source" must be approved by the Procurement Manager prior to purchase.

The "[No Substitute](#)" form must be completed and submitted to the Procurement Manager for approval of these purchases.

10. Public and Legal Notices ([State Procurement Manual PRO-C-6](#))

The following defines notice types and when they are required to be used:

1. "Legal Notice" means an advertisement of procurement in the Green Bay Press Gazette
2. "Public Notice" means a posting of a procurement to the official designated website. Posts to Wisconsin VendorNet will automatically create a public notice. Posting to the DemandStar website shall also be part of public notice.

Any Request for Bid or Request for Proposal where the estimated cost is to be more than \$50,000 (greater than \$5,000 for public construction projects) shall be advertised with both Legal and Public notices. Two (2) legal notice insertion into the Official Newspaper of the City of Green Bay shall occur. All RFB's and RFP's, regardless

of estimated value, shall be advertised publicly on the DemandStar platform and the State of Wisconsin VendorNet site.

11. Information Technology (IT) Purchases

All requisitions and purchases for information technology (IT) equipment or software must have prior approval from the Director of IT. If a RFB or RFP is issued, the Director of IT shall provide input about the compatibility and other issues related to the software or equipment prior to an award being made. This is to ensure the compatibility of the requested equipment and software with existing systems and also ensure the new technology does not pose risks to cybersecurity of City systems. The Director of IT may waive the compatibility requirement.

12. Emergency Purchases

An “emergency situation” is a situation which:

1. Threatens the public health, safety, or welfare; and all of the following conditions exist: was unforeseen; calls for immediate action; and cannot be responded to using established procurement methods; or
2. Exists as the result of activation of the Emergency Operations Center or a State of Emergency being declared by the Mayor of the City of Green Bay or the Governor of the State of Wisconsin.

The existence of an emergency situation does not preclude the use of the competitive bidding process in its entirety. Department Heads and purchasing staff will obtain such competition as is practical under the emergency requirements of the situation.

If an emergency occurs, all purchases shall be made in accordance with section [ESF 7](#) of the City of Green Bay [Emergency Operations Plan](#).

13. Tied Bids

Tied bids exist when the total costs of two or more responses to a request for bid are identical. Cost totals can be carried out to two decimal points to break a tie. Tied bids do not apply to requests for proposals. If the final scores of two or more proposals are identical, the best and final offer process shall be used to break the tie.

If a tied bid occurs, award may be made to the bidder offering the best additional economic benefits to the City such as discounts for early payment, volume discounts, more advantageous contract term, etc.

If all economic benefits are equal, the Procurement Manager or designee and one witness may conduct and document one of the following processes to complete the award:

- If only two vendors are tied, flip a coin: Assign “heads” to the vendor whose company name is alphabetically first and “tails” to the other vendor. Flip the coin allowing the coin to come to rest on the floor. If “heads” is up, the vendor whose company name is alphabetically first wins. If “tails” is up, the other vendor wins.
- If more than two vendors are tied, draw lots: Assign similar sized pieces of paper for each tied vendor and conduct a blind draw to select one awarded vendor.

The process used and results shall be documented on the bid tabulation.

14. Surplus

Departments with surplus items of value shall contact Purchasing Department to determine the best method of redistribution, sale or disposal. Purchasing staff will provide the proper paperwork for the Department to complete, if necessary. Methods of sale include, but are not limited to:

- Online Auction
- Direct Sales
- Trade-in (if requiring new equipment)

15. Waiver of Competitive Process

The Procurement Manager may waive the competitive process requirement, if multiple bids, quotations or proposals are not obtainable, for professional services not conducive to competition, or in cases of immediate need for goods and services due to unforeseen circumstances. The Procurement Manager will require written justification from Departments as to the circumstances requiring the waiver.

16. Appeals Process

Notices of intent to protest and protests must be made in writing. Protestors should make their protests as specific as possible and should identify Wisconsin Statutes or City of Green Bay ordinance provisions that are alleged to have been violated.

The written notice of protest must be filed with the Procurement Manager, Green Bay, WI, 100 North Jefferson St. Room 410, Green Bay, WI 54301, and received no later than 72 business hours after the intent to award notice is issued.

The Procurement Manager shall inform the Finance Director and conduct an investigation regarding each protest and may request information from Departments or the Law Department when necessary. The Procurement Manager may also create an evaluation team to review the merits of the protest, depending on the complexity of the project.



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

April 8, 2025

PREPARED BY

AGENDA ITEM # E.7

Consideration with possible action to accept the 2025 State of Wisconsin Department of Health Services Emergency Medical Services Funding Assistance Program Award for a total of \$484,642.88.

BACKGROUND

In 2024, the City received \$13,651.28 and was deposited into the account 824 fund (Fire Grants).

In 2025, the City will receive \$484,642.88 in unbudgeted funds.

-\$419,343.30 Support and improvement award – can be used for ambulance service vehicles, vehicle equipment, medications, or emergency medical training for personnel.

-\$2,398.08 Training & Exam aid – can be used to purchase training and /or administration of the examination licensure for emergency medical technicians or responders.

-\$62,901.50 Support and improvement award - statutory change allowing 15% of award to purchase non-durable and disposable medical supplies or equipment and medications. This may not reduce the existing budget, but supplement it.

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. SFY 2025 FAP Award Letter_Green Bay Metro Fire Department (6000168)
2. Grant Tracking Form-FAP

Tony Evers
Governor



Kirsten L. Johnson
Secretary

State of Wisconsin
Department of Health Services

DIVISION OF PUBLIC HEALTH

1 WEST WILSON STREET
PO BOX 2659
MADISON WI 53701-2659

Telephone: 608-266-1251
Fax: 608-267-2832
TTY: 711 or 800-947-3529

March 6, 2025

Green Bay Metro Fire Department (6000168)
501 South Washington Street
Green Bay, WI 54301

RE: Emergency Medical Services Funding Assistance Program Award

Dear Service Director:

The Wisconsin Department of Health Services, Division of Public Health, Office of Preparedness and Emergency Health Care, EMS Section is pleased to notify you of your Emergency Medical Services Funding Assistance Program award based on your service's application for state fiscal year 2025 (July 1, 2024-June 30, 2025). Please retain this letter for your records as it contains the breakdown of your award. Payments will be going out via automated clearing house (ACH) payment transferred electronically to the designated account. If you receive this letter and do not see an ACH payment, please check with your municipality as the payment may have been sent directly to the designated municipal payee before being forwarded to your service.

According to Wis. Stat. §§ 256.12(4) and (5), funding is based on two separate calculations.

The first amount fulfills Wis. Stat. § 256.12(4) and includes the base amount of **\$10,000** plus **\$2.98** per capita. An additional **\$10.50** was equally distributed to services reporting population to expend remaining funds that could not be further divided per capita. Your emergency medical responder department or ambulance service may use support and improvement funds for the purchase of ambulance service vehicles or vehicle equipment, emergency medical service supplies or equipment, nondurable or disposable medical supplies or equipment, medications, or emergency medical training for personnel. With the recent statutory change allowing **up to 15%** of this award to purchase nondurable or disposable medical supplies or equipment and medications, a separate line listing 15% percent of your support and improvement award is provided for your reference. Per Wis. Stat. § 256.12(4), support and improvement funds shall supplement existing, budgeted moneys of, or provided to, an ambulance service and may not be used to replace, decrease, or release for alternative purposes the existing, budgeted moneys of, or provided to, the ambulance service provider.

The second amount fulfills Wis. Stat. § 256.12(5) and is determined by dividing \$1,000,000 equally among all qualified services applying for emergency medical services practitioner and emergency medical responder training and examination aid. This allotment can only be used to purchase the training and/or administration of the examination required for licensure and renewal of licensure as an emergency medical technician or for certification and renewal of certification as an emergency medical responder. Services that did not request or are ineligible (i.e. private-for-profit services) for training and examination funds will not have this amount listed.

Support and improvement per § 256.12 (4)

- 15% of Support and improvement award

Training and examination aid per § 256.12 (5)

Amount: \$ 419,343.30

Amount: \$ 62,901.50

Amount: \$ 2,398.08

Per Wis. Stat. § 256.12(4) and § 256.12(5), the department shall require that all recipients of funds submit a financial report on the expenditure of funds received to the department.

Please review the resources located on the [EMS Funding Assistance Program](https://dhsfap@dhs.wisconsin.gov) web page and direct any questions regarding the program to DHSFAP@dhs.wisconsin.gov.

Sincerely,

A handwritten signature in cursive script, appearing to read "M. Mandler".

Mark Mandler
EMS Section Manager
Office of Preparedness and Emergency Health Care
Wisconsin Department of Health Services



GRANT TRACKING FORM

PART #1: Notification of Grant Funds

(<mailto:Kim.Rivest@greenbaywi.gov>)

APPLICANT DEPARTMENT: FIRE

DATE: 04/08/2025

APPLICANT DEPARTMENT GRANT CONTACT NAME/TITLE: Matthew Knott/Fire Chief

APPROPRIATE COMMITTEE: Finance

NAME OF GRANT/FUNDING SOURCE: State of Wisconsin Department of Health Services Funding Assistance Program

AMOUNT OF GRANT REQUEST: \$421,741.38

LOCAL MATCH REQUIREMENT: \$0

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

TIMEFRAME OF GRANT: 03/06/2025 through 12/31/2025

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

PURPOSE OF GRANT (summary): This grant is designed to provide supplemental funding for emergency medical services for equipment and training. Per Wis. Stat. § 256.12(4)(c), funds distributed under the support and improvement portion of the Funding Assistance Program (FAP) shall supplement existing budgeted moneys of or provided to an ambulance service provider and may not be used to replace, decrease, or release for alternative purposes the existing budgeted moneys of or provided to an ambulance service.

How does the grant meet City/Department needs? The Green Bay Metro Fire Department operates advanced life support ambulances and ALS fire companies. This grant can be utilized for a variety of vehicles, equipment, and services in accordance with the guidelines provided. We anticipate this to be an annual amount awarded.

What are the personnel requirements (include both existing and new staff) of the grant? No additional staffing needs.

DEPARTMENT HEAD SIGNATURE: _____

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

FC = Finance Committee



GRANT TRACKING FORM

PART #2: Request to Accept Grant Funds

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

AMOUNT OF GRANT AWARD: \$421,741.38

CFDA/STATE ID #: N/A

LOCAL MATCH REQUIREMENT: \$0

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

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

Please describe what the grant money will be spent on: Equipment, supplies, and training.

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



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

April 8, 2025

PREPARED BY

AGENDA ITEM # E.8

Consideration and possible action on the request for Consent to Collateral Assignment of Development Agreement 2025-01, W.E. Hoban Company and Hoban Real Estate, LLC to BMO Bank N.A.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Execution Copy - Collateral Assignment of Development Agreement - Hoban Real Estate

COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT

THIS COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT (this "Assignment"), dated as of March 20, 2025, is made by HOBAN REAL ESTATE, LLC, a Wisconsin limited liability company ("Assignor") to BMO BANK N.A., a national banking association ("Assignee").

RECITALS

- A. Assignor is the owner of certain real property located at 3855 Finger Road, Green Bay, Wisconsin, as more particularly described on Exhibit A attached hereto (the "Property"). Pursuant to that certain Construction Loan Agreement between Assignor and Assignee dated as of March 20, 2025 (the "Loan Agreement"), Assignee has agreed to make a construction loan available to Assignor in the maximum aggregate principal amount of Eighteen Million Eight Hundred Eighty-One Thousand and 00/100 Dollars (\$18,881,000.00) (the "Loan"), to finance a portion of the construction costs related to the development of an industrial forge building with approximately fifty-eight thousand (58,000) square feet of usable space and other related improvements to be located on the Property. To evidence the Loan, Assignor has executed (i) that certain Note in the original principal amount of Thirteen Million Five Hundred Thousand and 00/100 Dollars (\$13,500,000.00) in favor of Assignee ("Note 1"), and (ii) that certain Note in the original principal amount of Five Million Three Hundred Eighty-One Thousand and 00/100 Dollars (\$5,381,000.00) in favor of Assignee ("Note 2" and together with Note 1, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Note"). Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Loan Agreement.
- B. The Note is secured by, among other things, (i) that certain Construction Mortgage and Security Agreement with Assignment of Rents in favor of Assignee dated as of March 20, 2025 ("Mortgage 1"), and (ii) that certain Second Construction Mortgage and Security Agreement with Assignment of Rents in favor of Assignee dated as of March 20, 2025 ("Mortgage 2" and together with Mortgage 1, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Mortgage"), and (v) certain other Loan Documents (as such term is defined in the Loan Agreement).
- C. On March 5, 2025, Assignor, W.E. Hoban Company (f/k/a Cleveland Hardware and Forging Company) and the City of Green Bay, a Wisconsin municipal corporation (the "City"), executed that certain Development Agreement 2025-01 ("TIF Agreement"), which provides, among other things, that the City shall provide Assignor certain financial incentives for Assignor's development of the Property.
- D. It is a condition precedent to Assignee making the Loan that Assignor collaterally assign to Assignee all of Assignor's rights and obligations under the TIF Agreement, any other documents executed in conjunction therewith and any benefits or incentives due to Assignor thereunder (collectively, "TID Benefits") pursuant to this Assignment, which is given in addition to the Mortgage as further security for the performance of Assignor's obligations under the Note and the other Loan Documents.

- E. Assignor agrees to execute this Assignment to evidence the collateral assignment of the TID Benefits to secure the Loan.

ASSIGNMENT AND AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals that are incorporated into and made a part of this Assignment, the assignments, promises, covenants and agreements contained in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Assignor hereby grants, transfers, assigns, conveys and pledges, to the Assignee, all of Assignor's right, title and interest in the TID Benefits, as well as all obligations, covenants, and agreements, subject to the following terms and provisions:

1. Assignment. This Assignment is made for collateral security purposes only. Upon Assignor's full and complete payment and satisfaction of the Loan and performance of all obligations pursuant to the Loan Documents, this Assignment shall terminate and have no further force or effect.

2. Representations and Warranties. Assignor warrants and represents that it has good right and authority to make this collateral assignment; that it has not heretofore made any assignment, pledge, alienation or other transfer of the TID Benefits or any of its rights thereunder; and that the TIF Agreement is in full force and effect without amendment or modification and that Assignor is not in default in the performance of its obligations thereunder.

3. Payments. Until the occurrence of an Event of Default by Assignor pursuant to the Loan Documents (each an "Event of Default"), all payments due to Assignor pursuant to the TIF Agreement ("Payments") shall be made directly to Assignor. Upon the occurrence of an Event of Default, Assignee shall provide written notice thereof (a "Default Notice") to the City at the City's address for notices under the TIF Agreement, whereupon (a) all Payments due to Assignor pursuant to the TIF Agreement shall be made directly to Assignee, and Assignee shall apply all such Payments to the Loan; and (b) Assignee may (but shall not be obligated to) assume in writing Assignor's obligations, covenants, and agreements under the TIF Agreement, succeed to all or any portion of Assignor's right, title and interest in and to the TID Benefits, and enforce, waive, amend, modify or terminate all or any part of the TIF Agreement (any amendments, modifications or termination of the TIF Agreement is subject to the agreement by the City), as Assignee in its sole discretion deems advisable. For the avoidance of doubt, neither this Assignment nor any other action on the part of Assignee, except for the aforesaid assumption in writing, shall constitute an assumption by Assignee of any of the obligations, covenants or agreements of Assignor under the TIF Agreement.

4. Construction Obligations. Notwithstanding any other provisions of this Assignment, including without limitation those covenants that are intended to run with the land, neither Assignee nor any of its successors or assigns (whether by foreclosure proceedings or an action in lieu thereof) shall be obligated to commence or complete construction of the improvements on the Property as described in the TIF Agreement, nor shall this Assignment be a guarantee by Assignee that such construction shall commence or be completed.

5. Other Rights and Remedies of the Assignee. Neither the execution of this Assignment nor the enforcement of any rights, remedies, powers or privileges of the Assignee under this Assignment shall affect the rights of the Assignee to enforce payment of the Loan by any other lawful means.

6. Remedy Upon Default. Assignor agrees that upon any Event of Default by Assignor under this Assignment, the Note or any other Loan Document, the Assignee, in addition to any other remedies it may have at law or in equity, may at any time or times thereafter, to the extent it has not done so, apply any and all Payments to the Loan.

7. Successors and Assigns. This Assignment shall accrue to the benefit of the successors and assigns of the Assignee and shall be binding upon the successors and assigns of Assignor.

8. Financing Statements. Assignee may, without further consent of Assignor, file UCC Financing Statements with the Wisconsin Department of Financial Institutions so as to perfect the Assignee's security interest in the collateral described in this Assignment.

9. Choice of Law. This Assignment shall be governed by the laws of the State of Wisconsin.

10. City's Consent. For the direct benefit of the City, Assignor agrees to all of the terms and conditions of the City's consent set forth below, including without limitation, the hold harmless and indemnification provisions in favor of the City.

11. EAT Non-Recourse Provision. Notwithstanding anything to the contrary in this Assignment or any other Loan Document, by acceptance of this instrument, Assignee hereby waives any right to obtain a money judgment or equitable relief against First American Exchange Company ("FAEC"), Hoban Real Estate, LLC, a Wisconsin limited liability company ("EAT") or any and all members, shareholders, partners or employees of EAT or FAEC (the "EAT Parties"), whether by an action brought upon this Assignment or any other Loan Document, or an action brought for a deficiency judgment against EAT, FAEC or any EAT Parties, and agrees that the extent of liability on the part of such parties with respect to this Assignment or any other Loan Document is and shall for all purposes be limited to the interest of EAT in the Property, including policies of hazard insurance on the Property and any proceeds thereof and any award of damages on account of condemnation for public use of the Property, the Assignee agreeing to look solely to EAT's interest in the Property and such insurance policies and condemnation awards in satisfaction of all obligations. The foregoing sentence shall be known as the "Non-Recourse Provision". For the avoidance of doubt, this Section 11 shall automatically terminate and EAT shall cease to be subject to this Non-Recourse Provision when FAEC ceases to be EAT's member. The terms of this Section 11 shall supersede any and all other terms and conditions herein or in any other Loan Document.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first above written.

ASSIGNOR:

HOBAN REAL ESTATE, LLC

By: W.E. Hoban Company, its Manager

By: _____
William M. Hoban, its President

ASSIGNEE:

BMO BANK N.A.

By: _____
Name: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lot Two (2) of Certified Survey Maps No. 9499, Document No. 3012277, being part of Southeast Quarter of the Southeast Quarter (SE 1/4 of the SE 1/4), of Section One (1), Township Twenty-three (23) North, Range Twenty-one (21) East, City of Green Bay, Brown County, Wisconsin.

Property Address: 3855 Finger Road, Green Bay, WI 54311

Tax Key No: 21-24

CONSENT TO COLLATERAL ASSIGNMENT
OF
DEVELOPMENT AGREEMENT

The City of Green Bay, a Wisconsin municipal corporation (the “City”) acknowledges that BMO Bank, N.A., a national banking association (the “Lender”), has agreed to make a construction loan to Hoban Real Estate, LLC, a Wisconsin limited liability company (the “Borrower”) in the maximum aggregate principal amount of Eighteen Million Eight Hundred Eighty-One Thousand and 00/100 Dollars (\$18,881,000.00) (the “Loan”), to finance a portion of the construction costs related to the development of an industrial forge building with approximately fifty-eight thousand (58,000) square feet of usable space and other related improvements on the real property located at 3855 Finger Road, Green Bay, Wisconsin (the “Property”). In connection with the Loan, pursuant to the foregoing Collateral Assignment of Development Agreement dated as of March 20, 2025 (the “Collateral Assignment”), the Borrower has collaterally assigned to Lender as security for the Loan its right, title and interests, as well as all obligations, covenants, and agreements, under that certain Development Agreement 2025-01 dated March 5, 2025 (the “TIF Agreement”), as well as any other documents executed in conjunction with the TIF Agreement and any benefits and incentives due to Borrower under the TIF Agreement (“TID Benefits”). The Collateral Assignment is security for the Loan. Capitalized terms not defined above shall have the same meaning as defined in the Collateral Assignment.

The City consents and agrees as follows:

1. The City consents to Borrower’s assignment of the TID Benefits and other rights, obligations, covenants, and agreements, under the Collateral Assignment to Lender for collateral purposes.

2. The City agrees to provide Lender with copies of any default notices to Borrower and will allow Lender to cure Borrower’s default with the same time frame within which Borrower is allowed to cure the default. Notices to Lender shall be addressed as set forth below, or such other address as Lender may provide from time to time:

BMO Bank N.A.
Attn: Jordan Sullivan, Brad Charapata and Ryan Rodi
310 W. Walnut Street
Green Bay, WI 54303

3. Upon the occurrence of an Event of Default under the Loan Documents, and the City’s receipt of a Default Notice from Lender, Lender shall be entitled to succeed to all of the rights and responsibilities of Borrower under the TIF Agreement provided Lender cures all defaults of Borrower to the reasonable satisfaction of the City. Notices to the City shall be addressed to the City’s address for notices under the TIF Agreement.

4. The City agrees not to materially modify or amend the terms of the TIF Agreement without the prior written consent of the Lender, which consent shall not be unreasonably withheld, conditioned, or delayed.

Notwithstanding the foregoing, the City's consent and obligations hereunder are subject to and conditioned upon the following:

A. The City may rely on Borrower's execution of the Collateral Assignment as sufficient direction by Borrower to pay all TID Benefits directly to Lender upon receipt of a Default Notice from Lender, and that no further documentation or authorization from Borrower is needed or required in order to direct such payment to Lender.

B. If Lender makes a demand for payment or to succeed to the right, title, and interest, obligations, covenants, and agreements, of Borrower in, to, or under the TIF Agreement, the City may presume, without investigation or any obligation to conduct any investigation or inquiry, that Borrower is in default of its obligations to Lender. Borrower shall have no right to contest with the City any such claim by Lender, all such recourse being exclusively to Lender. Borrower shall have no right to reimbursement or recoupment of any payment made by the City to Lender pursuant to a Default Notice and demand for a payment by Lender under the Collateral Assignment.

C. Borrower shall hold harmless, indemnify, and defend the City from and against any demands, damages, costs, fees, including reasonable attorneys' fees, awards, judgments, and all other sums due or claimed to be due and relating to the making of any payment or any part of any payment by the City to Lender after demand by Lender for receipt of payment.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Consent to Collateral Assignment of Development Agreement as of March 20, 2025.

THE CITY OF GREEN BAY

By: _____

Name: _____

Title: _____



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

April 8, 2025

PREPARED BY

AGENDA ITEM # E.9

Consideration with possible action a referral to staff from the Finance Committee on 1/14/2025, a request by Ald. Proffitt to explore the feasibility of an additional line on the printed city tax bill for the Green Bay Area Public School District (GBAPS) to distinguish the voucher dollars over which they have no financial oversight.

BACKGROUND

Referred to staff from the Finance Committee meeting on 1/14/2025.

The Assistant Finance Director worked with the Green Bay Area Public School district administrative staff and school board, Brown County, Wisconsin Department of Revenue (WDOR), and the City Legal department to determine the legality and feasibility of adding another line to the printed city tax bill.

The proposed solution approved by the GBAPS board president and WDOR is to add a sentence to the upper portion of the tax bill as shown in the example attached.

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. GPASD tax bill addiiton

Diana Ellenbecker

From: Laura McCoy <llmccoy@gbaps.org>
Sent: Friday, March 7, 2025 2:40 PM
To: Diana Ellenbecker; Vicki Bayer; Board of Education; lablakeslee; Angie Roble
Subject: [EXTERNAL] Tax Bill Addition

Caution: This email originated from a sender outside of your organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Ms. Ellenbecker,

In response to your March 6 request for a status update we would like the following in the information section on the upper portion of the tax bill to look as follows. Our plan would be to send a separate communication when we send to the city the levy certification letter that would identify the correct amount for the tax bill for that year.

“Of the amount levied by GBAPS, \$8,991,023.65 is for the purpose of private school vouchers.”

I want to also sincerely thank you and your team for your persistence and support as we’ve navigated through this process.

Laura McCoy | Board of Education
President
Green Bay Area Public Schools
200 South Broadway
Green Bay, WI 54303

Disclaimer: Based on the Wisconsin Court of Appeals ruling in the *John K. MacIver Institute for Public Policy, Inc. v. Erpenbach*, 2013AP1187 (Ct. App., April 9, 2014), emails sent to Board of Education members, including the name of the sender of the email as well as the sender's email address, may be subject to disclosure under the Wisconsin Open Records Act.

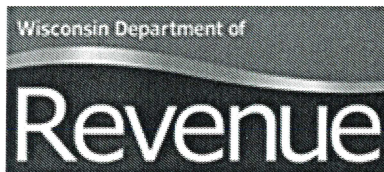
Diana Ellenbecker

From: DOR Local Government Services <DORLocalGovernmentServices@wisconsin.gov>
Sent: Tuesday, March 11, 2025 12:58 PM
To: Linda Chosa
Cc: Diana Ellenbecker; Wedige, Jeremy L - DOR; Gawryleski, Mary B - DOR
Subject: RE: City of Green Bay - Property Tax Bill Addition
Attachments: City of Green Bay Bill 03.10.25.pdf

Linda,

We reviewed and approve the attached tax bill's voucher statement location.

Deb Werner
Wisconsin Department of Revenue
Local Government Services Bureau
608-264-6892
debra.werner@wisconsin.gov



From: DOR Local Government Services <DORLocalGovernmentServices@wisconsin.gov>
Sent: Tuesday, March 11, 2025 11:18 AM
To: Chosa, Linda - MUN <linda.chosa@greenbaywi.gov>
Cc: Diana Ellenbecker <Diana.Ellenbecker@greenbaywi.gov>; Wedige, Jeremy L - DOR <Jeremy.Wedige@wisconsin.gov>
Subject: RE: City of Green Bay - Property Tax Bill Addition

Good morning, Linda.

Thank you for the attachment and information below. We will review and expect to respond in a few days per yesterday's meeting with Eric.

Deb Werner
Wisconsin Department of Revenue
Local Government Services Bureau
608-264-6892
debra.werner@wisconsin.gov



From: Linda Chosa <Linda.Chosa@greenbaywi.gov>

Sent: Tuesday, March 11, 2025 8:01 AM

To: DOR Local Government Services <DORLocalGovernmentServices@wisconsin.gov>

Cc: Diana Ellenbecker <Diana.Ellenbecker@greenbaywi.gov>; Wedige, Jeremy L - DOR <Jeremy.Wedige@wisconsin.gov>

Subject: FW: City of Green Bay - Property Tax Bill Addition

CAUTION: This email originated from outside the organization.

Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

We reached out to Green Bay Area Public Schools District, and they requested we include the information in the city-specific information on the upper portion of the tax bill. Attached you will find a mockup of their request. Please review and let me know if this is acceptable.

GBAPS Request:

In response to your March 6 request for a status update we would like the following in the information section on the upper portion of the tax bill to look as follows. Our plan would be to send a separate communication when we send to the city the levy certification letter that would identify the correct amount for the tax bill for that year.

"Of the amount levied by GBAPS, \$8,991,023.65 is for the purpose of private school vouchers."

Thank you again for your guidance on this matter.

Linda



Linda Chosa

Assistant Finance Director/Treasurer

City of Green Bay

Administrative Services

100 N Jefferson Street, Green Bay, WI 54301-5026

920.448.3015

greenbaywi.gov

REAL ESTATE PROPERTY TAX BILL FOR 2024

CITY OF GREEN BAY

Total Due For Full Payment

Bill #: [REDACTED]

By January 31, 2025
\$3,374.03

Parcel #: [REDACTED]

-- OR --

Alt. Parcel #: [REDACTED]

Pay First Installment

By January 31, 2025
\$1,574.98

GREEN BAY WI 54311-7517

Make Check Payable and Mail to:

CITY OF GREEN BAY
TAX COLLECTION
100 N JEFFERSON ST ROOM 106
GREEN BAY WI 54301-5026
(920) 448-3055Tear off this stub and include with your first or full payment. If receipt is needed, send a self-addressed stamped envelope.
If payment is made by check, receipt is not valid until check has cleared all banks.MAIL: City of Green Bay, Tax Collection, 100 N Jefferson St, Room 106
Green Bay, WI 54301-5026ONLINE: www.browncountywi.gov/propertytax
Use Guest sign-in. Enter Parcel# only. VPS Convenience Fees: E-check \$1.25,
Personal Visa Debit Cards \$3.95, and Credit Cards/Other Debit Cards 2.55%IN PERSON: City Hall Clerk's Office (available Mon-Fri 8:00AM-4:30PM, except holidays)
Parking is available at the hooded meter spots on the north-side of City Hall

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

NOTE: Homeowners check for Lottery Credit deduction on Primary Residence only.
For mailing address changes go to www.browncountywi.gov/addresschange
Receipts are available at www.browncountywi.gov/propertysearch
Postponed 2nd installment payments will be collected by Brown County.
Of the amount levied by GBAPS, \$8,991,023.65 is for the purpose of private school vouchers.STATE OF WISCONSIN
REAL ESTATE PROPERTY TAX BILL FOR 2024
CITY OF GREEN BAY
BROWN COUNTYBILL NO. [REDACTED]
Correspondence should refer to parcel number
PARCEL#: [REDACTED]

SEQ# 15312

Property Address [REDACTED]

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.	
43,200	140,900	184,100	0.7985	54,100	176,500	230,600	A star in this box means unpaid prior year taxes
Taxing Jurisdiction							
	2023 Est. State Aids Allocated Tax Dist.	2024 Est. State Aids Allocated Tax Dist.		2023 Net Tax	2024 Net Tax	% Tax Change	Gross Property Tax 3,667.70
CITY OF GREEN BAY	24,450,624	24,991,964		1,429.31	1,495.63	4.6%	First Dollar Credit -69.59
NORTHEAST WI VTAE	7,003,376	6,918,247		124.39	129.85	4.4%	Lottery Credit -224.08
GREEN BAY SCH DIST	154,648,089	163,729,091		1,397.39	1,417.30	1.4%	Net Property Tax 3,374.03
BROWN COUNTY	3,101,012	3,125,705		609.16	624.92	2.6%	
Total							
	189,203,101	198,765,007		3,560.25	3,667.70	3.0%	
				74.35	69.59	-6.4%	
				276.74	224.08	-19.0%	
				3,209.16	3,374.03	5.1%	
School taxes reduced by school levy tax credit							
	\$ 346.23						
Net Assessed Value Rate (Does NOT reflect credits)							
					0.019922324		

GREEN BAY WI 54311-7517

FOR INFORMATIONAL PURPOSES ONLY
- Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
GREEN BAY SCH DIST	9,179,901.94	174.10	2025
GREEN BAY SCH DIST	11,611,681.68	247.15	2027
GREEN BAY SCH DIST	23,405,154.44	498.17	2034

RETAIN THIS
PORTION AS
YOUR COPYSEE REVERSE
SIDE FOR
IMPORTANT
INFORMATION**TOTAL DUE FOR FULL PAYMENT**
PAY BY January 31, 2025

▶ \$ 3,374.03

Warning: If not paid by due dates, installment
option is lost and total tax is delinquent subject to
interest and, if applicable, penalty.
Failure to pay on time. See reverse.Installments may be paid as follows:
1574.98 DUE BY 01/31/2025
1799.05 DUE BY 07/31/2025CITY OF GREEN BAY
TAX COLLECTION
100 N JEFFERSON ST ROOM 106
GREEN BAY WI 54301-5026TAX BILL ENCLOSED
for 21-3864PRESORTED
FIRST CLASS MAIL
US POSTAGE PAID
UMS

FORWARDING SERVICE REQUESTED

GREEN BAY WI 54311-7517



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

April 8, 2025

PREPARED BY

AGENDA ITEM # E.10

Consideration with possible action regarding a budget amendment resolution for unbudgeted overtime for special events.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

- I. Combined Resolution for 4.8.25 Finance Meeting

**RESOLUTION AUTHORIZING
BUDGET AMENDMENT**

April 15, 2025

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

Pursuant to the recommendation of the Finance Committee at its meeting of April 8, 2025, the following 2025 amendment of funds is hereby authorized:

	<u>ACCOUNT</u>		<u>AMOUNT</u>
Increase:	101300 50501	Police-Overtime	\$72,890.32
Increase:	101300 46223	Police Overtime Reimbursement	\$72,890.32

***This budget amendment is for 2025 unbudgeted overtime for staffing at the FBI, US Marshal and Internet Crimes Against Children Task Forces, unbudgeted special events such as HS Lunch Neighborhood Security-GB Schools, Islamic Temple Security, Drone Show, Georgia Pacific Security, Bernstein Run and the Pi 5K Run.*

Increase:	101400 50501	Fire-Overtime	\$9,094.18
Increase:	101400 46223	Fire Overtime Reimbursement	\$9,094.18

***This budget amendment is for 2025 unbudgeted overtime for staffing at events such as the UWGB Basketball games and the Brown County Fire Investigation Task Force.*

Increase:	101400 50501	Fire-Overtime	\$8,687.25
Increase:	101400 43611	Fire-State Overtime Reimbursement	\$8,687.25

***This budget amendment is for 2025 unbudgeted state reimbursements of costs incurred for employees to attend USAR (Urban Search & Rescue) trainings.*

Adopted _____

Approved _____

Mayor

Clerk



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

April 8, 2025

PREPARED BY

AGENDA ITEM # E.11

Consideration with possible action on approval of the Claims Committee Reports.

The Committee may convene in closed session pursuant to Sections 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the sale of public properties, investing of public funds or conducting other specified public business as necessary for competitive or bargaining reasons. The Committee will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Claims Committee Rpt January
2. Claims Committee Rpt February
3. Claims Committee Rpt March



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

April 8, 2025

PREPARED BY

AGENDA ITEM # F.I

Staff update on the JBS Development Project on the City's east side.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Finance Committee Presentation - 4.7.25

JBS REDEVELOPMENT PARK

A multi-cultural neighborhood development and destination park on Green Bay's east side



GRāEF

GRāEF

PROJECT TIMELINE

2021
INITIATION
OF PROJECT

MAY–SEPT
Meet with
Officials, Partners,
and Community

OCTOBER
JBS Donates
26 Acres of
Land and
\$500,000

2022
COMMUNITY
ENGAGEMENT &
CONCEPT PLAN RFP
DEVELOPMENT

APRIL
Bloomberg/
Harvard Grant
Award and
Training with the
Community

MAY
Community
Designed RFP
for Concept
Plan

2023
CONCEPT
PLAN

MARCH
Discovery through
Community
Research

APRIL
Plan Development

JUNE–JULY
Feedback &
Plan Revisions

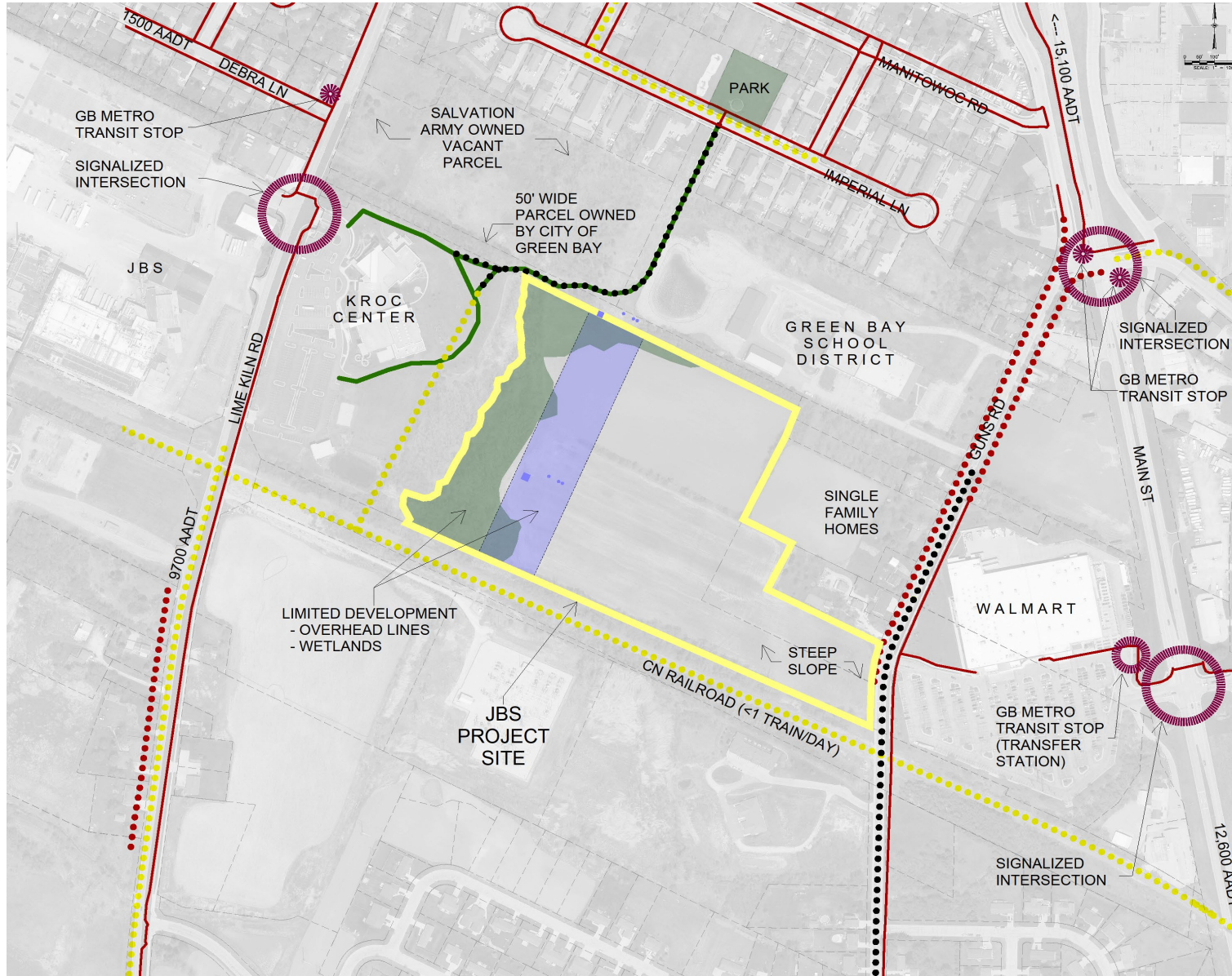
AUGUST
Final Review
of Plans

2024
CONSTRUCTION
DOCUMENTS
AND BUILDING

AUGUST
Groundbreaking

2025
RIBBON
CUTTING

PROJECT LOCATION



ISSUES

- Flag lot with one small connection to Guns Road.
- At the edge of the municipal boundary, the area lacked connectivity and through streets.
- Portions of the site were limited as to what could be developed.
- A portion of the site is within the adjacent municipal boundary, not in the City of Green Bay.

OPPORTUNITIES

- The site is near jobs, shopping, groceries, and recreation amenities.
- The surrounding property owners were agreeable to having conversations.
- The adjacent municipality came to the table and has been a friendly partner in the approval process with a desire for the project to be successful.



Kroc Center

JBS SITE

Green Bay
School
District



Kroc Center

JBS SITE

Existing site in Winter 2023

PARK AMENITY PREFERENCES

Top Vote Getters

March 25-30, 2023



Picnic Shelter



Splash Pad



Plaza Splash Pad



Picnic Tables



Central Plaza



Outdoor exercise stations



Soccer



Shade Structures



Volleyball



Swings



Natural trails



Basketball



Grills



Festive Lighting



Playground



Slides



Paved multi-use trails



Open Lawn

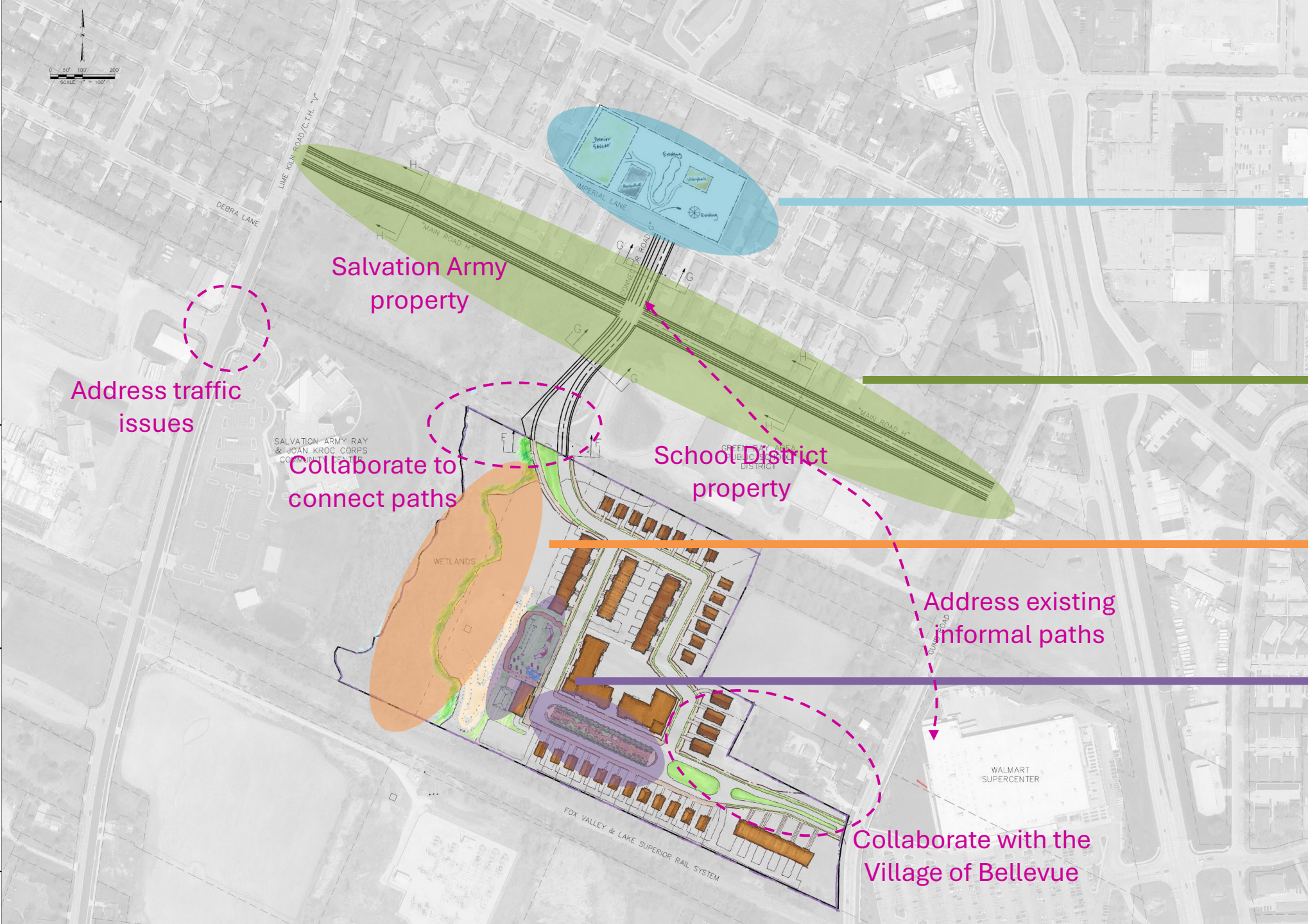


Ice Skating

	Park Amenities	
1	Picnic shelter	64
2	Splash pad	53
3	Plaza splash pad	44
4	Picnic areas	41
5	Central plaza	40
6	Outdoor exercise equipment	35
7	Soccer	34
8	Festive Lighting	34
9	Shade structure	32
10	Volleyball	31
11	Swings	31
12	Natural trails	30
13	Basketball	27
14	Grills	27
15	Playground	24
16	Slides	23
17	Paved multi-use trails	22
18	Open Lawn	21
19	Ice skating	18
20	Write in: Zen Garden	18
21	Adirondack & fire pit	18
22	Community garden	17
23	Obstacle course	17
24	Unpaved trails	16
25	Dog park	14
26	Picnic Table grove	14
27	Hammock	14
28	Sledding	12
29	Skateboarding	11
30	Moveable tables & chairs	9
31	Ping pong	9
32	Baseball	9
33	Public art	8
34	Horseshoes	7
35	Cross country skiing	7
36	Lawn bowling	6
37	Disc golf	6
38	Tennis	6
39	Badminton	5
40	Pickleball	4
41	Hockey	1

We used the preferences as a driver to define the ultimate design program for the site.

2023 Concept Plan



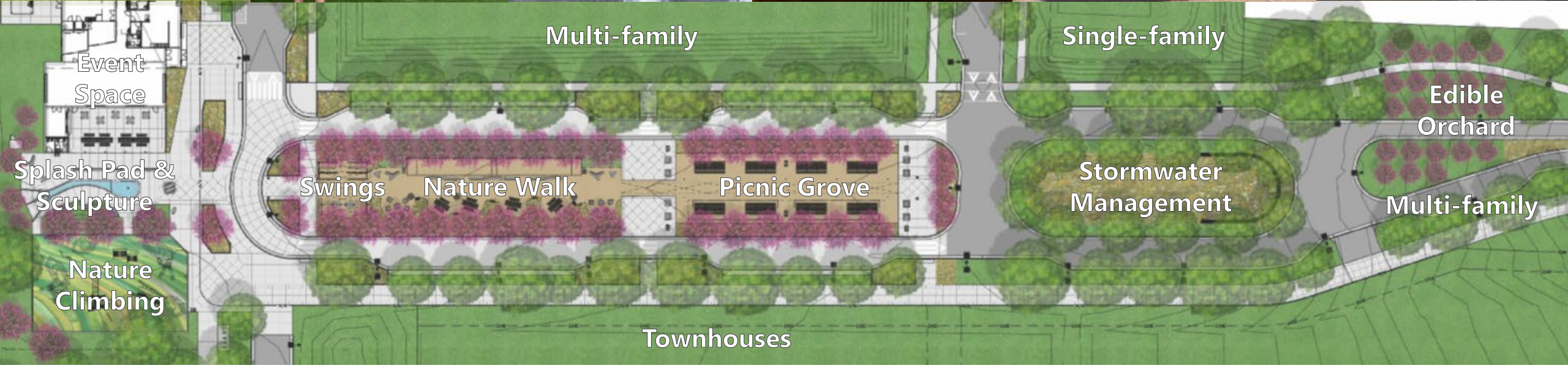
Improve VT
Pride Park

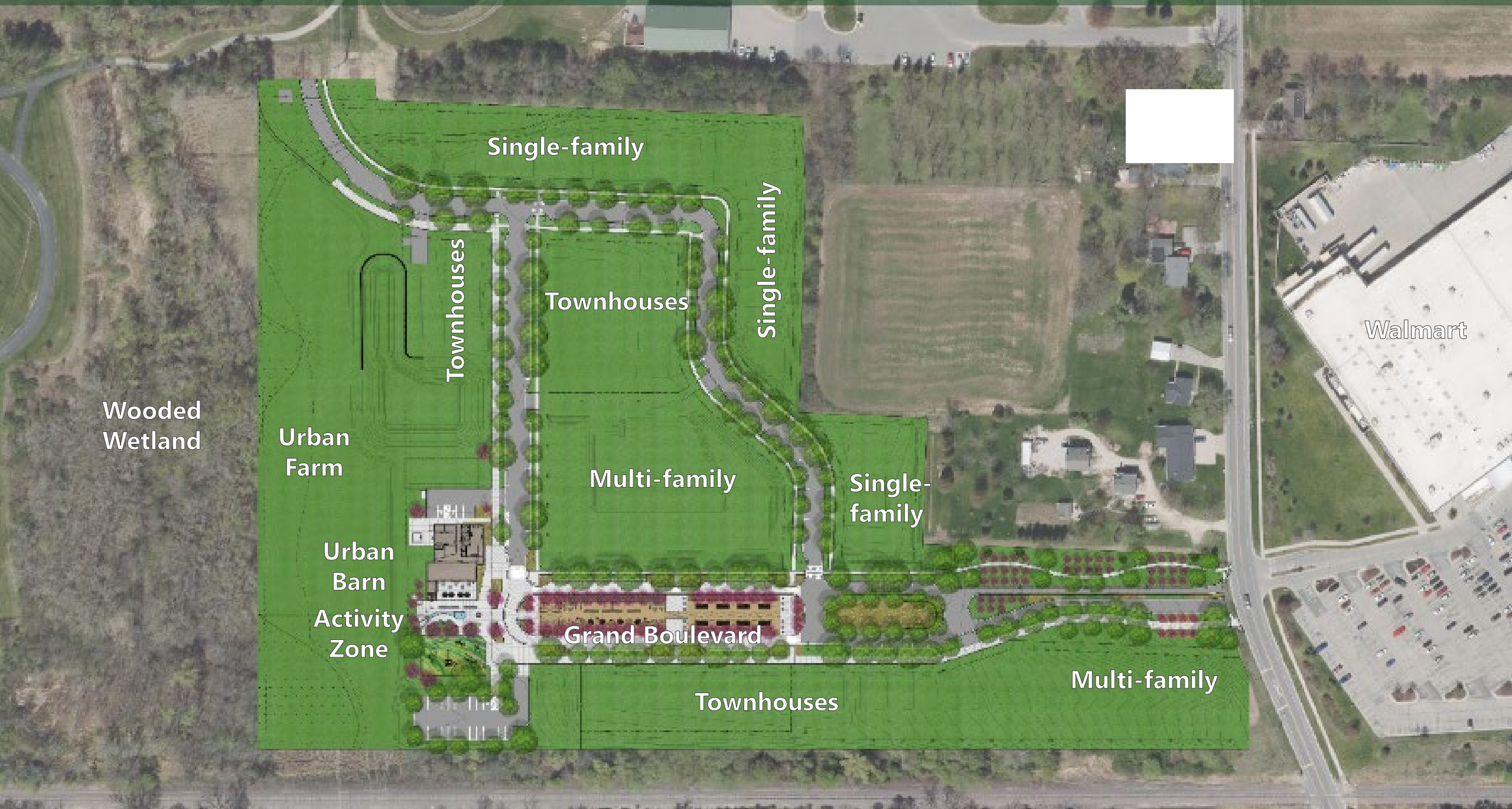
Connect the
Neighborhood

Incorporate
an urban farm

Create a
destination
park

Construction Documents Site Plan for Phase 1 – Bid Summer 2024





Single-family

Townhouses

Townhouses

Single-family

Multi-family

Single-family

Wooded
Wetland

Urban
Farm

Urban
Barn
Activity
Zone

Grand Boulevard

Townhouses

Multi-family

Walmart

Breakdown of Housing Types Planned for on the Site

	Land-use	Characteristics	Density	JBS Project Densities
Per City Land-Use Plan	Low Density	Single Family and limited two-family housing	4-8 DU/Ac	60-120
	Low- mid Density	Single and two family housing	10 DU/ AC	150
	Medium to High Density	Townhouses ,4-,6-, and 8 units buildings and all forms of apartments	> 8 DU/AC	120-300
Typical Housing Densities	Single Family	Single Family with lots 5,000 to 13,000 s.f.	4-8 DU/AC	60
	Townhomes	Town homes with 4-8 units per building	8-12 DU/AC	120-180
	Low Density Apartment	2-3 story Apartments suburban	8-20 DU/AC	120-300
	High Density Apartments	3-5 story Apartments- urban	20-50 DU/AC	300-750

PUD	Single family focus	90 DU	Low end	High end
Single family focus	100% Single Family	4-8 DU/AC	60	120
	20% Townhomes	8-12 DU/AC	0	0
	20% Low Density Apartments	10-20 DU/AC	0	0

PUD	Townhomes	150 DU	Low end	High end
Row Homes/ Townhomes	40% Single Family	4-8 DU/AC	0	0
	100% Townhomes	8-12 DU/AC	120	180
	30% Low Density Apartments	10-20 DU/AC	0	0

PUD	3 Story Apartments	240 DU	Low end	High end
3 Story Apartments	25% Single Family	4-8 DU/AC	0	0
	50% Townhomes	8-12 DU/AC	0	0
	100% Low Density Apartments	12-20 DU/AC	180	300



This looks amazing, right?
Everyone is asking: How in the world did you pay for it?

Funding

JBS Hometown Strong Grant	\$500,000
JBS Hometown Strong Land Donation	\$350,000 (Land Value Equivalent)
WI Neighborhood Investment Grant	\$5,000,000
New Tax Increment District (TID)	\$5,500,000 (Public Infrastructure)
	\$10,000,000 (Future Dev Incentives)
Recipient from Donor TID	\$2,000,000
WELLO Partnership (grant)	\$300,000
	\$13,650,000
	\$10,000,000 (dev incentives)



Infrastructure construction currently underway

- **Utilities including regional stormwater management**
- **Roadways**
- **Grand Boulevard “Park”**
- **JBS Park**

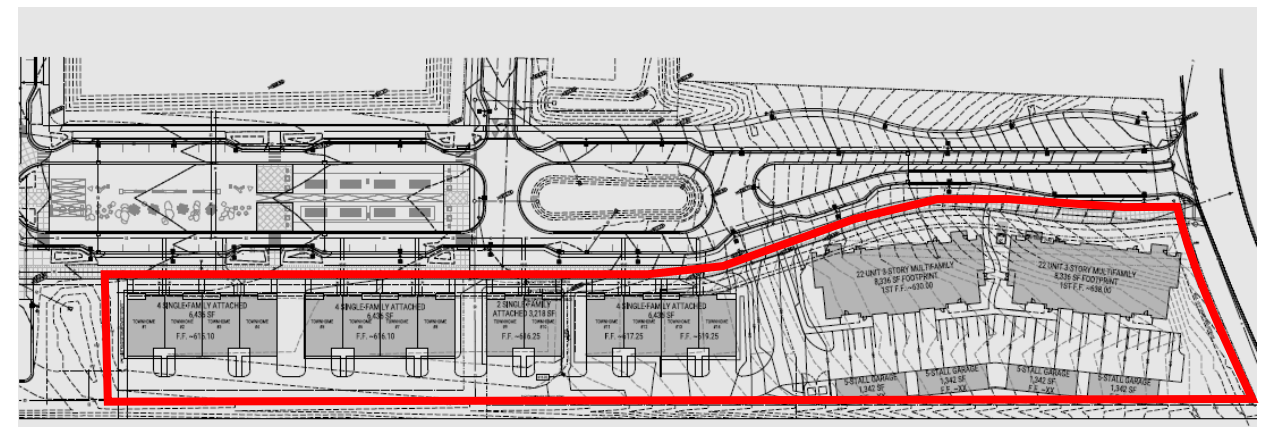
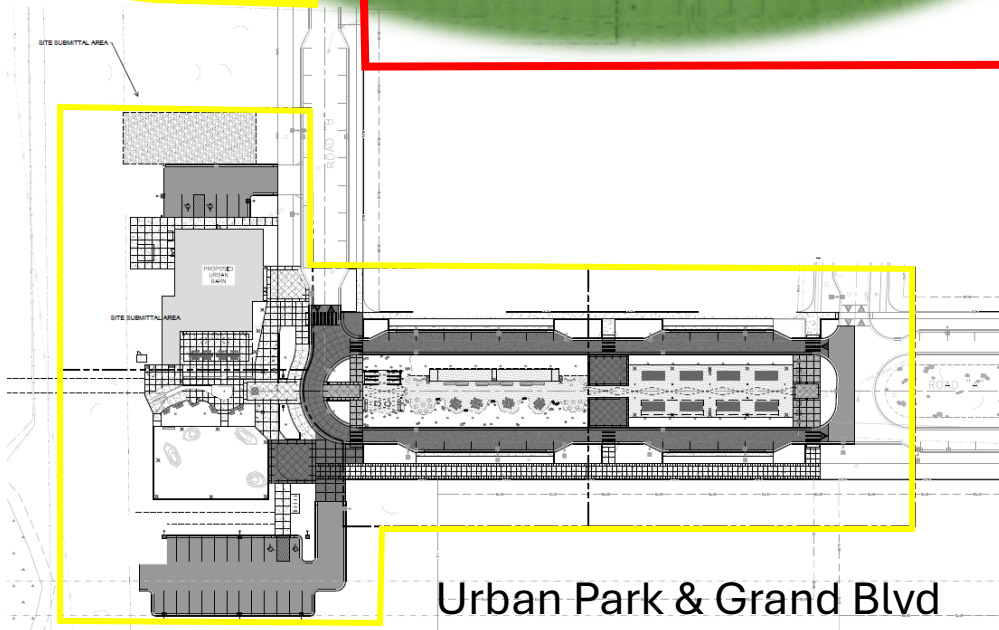


RFPs – Negotiations taking place

- **Multiple-Family Development Proposal**
- **Multiple-Family and Townhome Proposal**
- **Engagement with Housing Partners for one- and two-family units**



95 Housing Units
in 3 buildings
(80% AMI)



14 Townhomes & two 44 units in 2 buildings
(market and 80% AMI)