



AGENDA OF THE COMMON COUNCIL

**TUESDAY, MARCH 5, 2019, 6:00 PM
COUNCIL CHAMBERS
ROOM 203, CITY HALL**

A. Roll Call.

B. Pledge of Allegiance.

C. Invocation.

D. Approval of Minutes.

1. Approval of the minutes of the February 18, 2019 meeting.

E. Approval of the Agenda.

F. Report by the Mayor.

G. Announcements.

H. Public Hearings.

1. Resolution vacating a public service way located near North Adams Street and Northland Avenue.
2. General Ordinance No. 11-19
An ordinance amending Green Bay Municipal Code Sections 13-215, 13-1503(1)(a), 13-1507(1)(b)(7)(a), 13-1507(1)(b)(7)(b) and 13-1514 related to the Landmarks Commission.
3. Zoning Ordinance No. 1-19
An ordinance amending and superseding Zoning Ordinance 12-18: Planned Unit Development Located in the 200 Block of North Van Buren Street.

I. Ordinances - Second Reading for Adoption.

1. General Ordinance No. 3-19
An ordinance amending Section 2.06(9), Green Bay Municipal Code, relating to reference to committees.

2. General Ordinance No. 8-19
An ordinance amending Section 9.21, Green Bay Municipal Code, relating to right-of-way excavation and occupancy.
3. General Ordinance No. 10-19
An ordinance amending Section 9.25, Green Bay Municipal Code, relating to license for sidewalk builders.
4. General Ordinance No. 7-19
An ordinance amending Section 9.20, Green Bay Municipal Code, relating to Tree and Brush Trimmer License required.
5. General Ordinance No. 9-19
An ordinance amending Section 9.24, Green Bay Municipal Code, relating to construction and repair of streets and sidewalks.
6. General Ordinance No. 6-19
An ordinance amending Section 6.35, Green Bay Municipal Code, relating to underground sprinkler systems.
7. General Ordinance No. 20-18
An ordinance amending Chapter 7, Green Bay Municipal Code, relating to claims administration.
8. General Ordinance No. 11-19
An ordinance amending Green Bay Municipal Code Sections 13-215, 13-1503(1)(a), 13-1507(1)(b)(7)(a), 13-1507(1)(b)(7)(b) and 13-1514 related to the Landmarks Commission.
9. Zoning Ordinance No. 1-19
An ordinance amending and superseding Zoning Ordinance 12-18: Planned Unit Development Located in the 200 Block of North Van Buren Street.
10. General Ordinance No. 4-19
An ordinance amending Section 29.208, Green Bay Municipal Code, relating to parking regulations.
11. General Ordinance No. 5-19
An ordinance amending Section 29.503, Green Bay Municipal Code, relating to obstruction of crossing by trains.

J. Resolutions.

1. Resolution drawing final orders to contractors for March 5, 2019.
2. Resolution authorizing transfer of 2019 budgeted revenues and expenses between accounts.
3. Resolution vacating a public service way located near North Adams Street and Northland Avenue.
4. Resolution cancelling certain property taxes.

5. Preliminary resolution declaring intent to exercise special assessment powers under Section 66.0703, Wisconsin Statutes, for the installation of concrete pavement.
6. Resolution vacating a portion of unimproved right-of-way located north of Deckner Avenue.

K. Report of the Protection & Policy Committee (February 25, 2019).

1. To grant an available "Class B" Combination license to Zach's Action Pit Billiards Arena LLC at 1730 S. Ashland Ave. with a licensed premise description as "1st floor only-bar restaurant area, kitchen and back storage room," with the approval of the proper authorities. (Previously discussed at the January 7 Protection & Policy meeting & filed with the Clerk's Office on 12/12/2018).
2. To refer to staff the request by Ald. VanderLeest stating: "Any vehicle stolen in City of Green Bay, Wisc. that the Green Bay Police Department recovers, the person owning the car or truck pays towing fee related to the vehicle. Fee paid to the City of Green Bay Police Dept. I do not recommend any fine imposed on the person who vehicle was stolen."
3. To receive and place on file the Liquor Violation Report from the Police Department for February 25, 2019.

L. Report of the Protection & Policy Committee Granting Operator Licenses.

1. Report of the Protection & Policy Committee granting Operator Licenses.

M. Report of the Improvement & Services Committee (February 27, 2019).

1. To receive and place on file request by Ald. Steuer on the review of parking policies near the Brown County Courthouse, and have staff make an offer to Brown County for parking alternatives.
2. To approve the motion by Ald. Wery to direct staff to contact WisDOT regarding future repairs/upgrades to Shawano Avenue from Ashland to Oneida to add this section of roadway to the WisDOT 6-year program.
3. To receive and place on file request by Ald. Wery that the City take ownership and/or maintenance of the drainage pond serving Hannah Street.
4. To hold the Department of Public Works Capital Improvement Program for 2019.
5. To forward to Common Council with no recommendation on the review and award of the contract ELEVATOR MODERNIZATION GREEN BAY CITY HALL - REBID.
6. To approve application for Tree & Brush Trimmer License by Best Stump Grinding.

N. Report of the Redevelopment Authority (February 26, 2019).

- I. **INFORMATIONAL:** To proceed as directed in closed session regarding purchase of property at 227 N. Quincy St., 221 N. Quincy St., 624-626 Pine St., 618 Pine St., 616 Pine St., and 605 Cherry St. (Tax Parcels 11-156, 11-157, 11-158, 11-159, 11-160, and 11-191).

The Council 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 Council may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

O. Report of the Plan Commission (February 25, 2019).

- I. To authorize a Conditional Use Permit (CUP) for a shelter facility in an Office/Residential (OR) District located at 430 South Clay Street, subject to the following conditions:
 - a. A maximum capacity of 46 individual residents within the shelter facility. Any increase in residents will require Plan Commission and Common Council approval.
 - b. If the shelter facility use at 430 South Clay Street is discontinued, the operation is dissolved, or if the Transformation House no longer operates/manages the facility, the use shall terminate immediately. The use/operation shall not be renewed or reestablished without the Plan Commission and City Council review and approval.
 - c. At the discretion of the Common Council, Plan Commission, or the Development Director a review may be required by the Plan Commission and Common Council to ensure compliance with this conditional use permit and identify any areas of concerns with the shelter facility, but not limited to:
 1. Police calls and other documented safety concerns.
 2. Inadequate facilities.
 - d. A mandatory background check for all residents is required. Sex offenders required to register under §301.45, Wis. Stats., are prohibited from any stay at the facility.
 - e. Conformance with the operating plan submitted by the applicant.
 - f. Compliance with all other regulations of the Green Bay Municipal Code.
 - g. A site plan be reviewed and approved by the Community Development Review Team (CDRT).
 - h. Tax Parcels 14-882 and 14-876 be combined into one parcel.
 - i. The facility may conduct activities to serve residents and may occasionally conduct neighborhood outreach events on site but, shall not conduct an ongoing soup kitchen.
 - j. The applicant shall submit a safety and security plan that includes exterior recording cameras, landscaping and lighting approved by the Green Bay Police Department.
 - k. The Chief Building Official shall inspect the subject property for compliance with applicable building codes.

P. Report of the Finance Committee (February 26, 2019).

- I. To approve a resolution authorizing transfer of 2019 budgeted revenues and expenses between accounts.
2. To approve the request from Chief David Litton for an Intergovernmental Agreement between The City of Green Bay Metro Fire Department and the Bellevue Fire Department.
3. To approve the request to move forward with the City Hall elevator modernization and to bond for an additional \$570,000.00 in 2019 to pay for the remaining balance of the bid.

4. To have staff proceed as directed in closed session on COGB v. Acting Midwest Regional Director, BIA, Docket Nos. IBIA 19-003, IBIA 19-013, and IBIA 19-014.

The Council may convene in closed session pursuant to Section 19.85(1) (g), Wis. Stats., for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. The Council may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

Q. Report of the Park Committee (February 27, 2019).

1. To approve the purchase of a Walk-in Freezer including installation for the Wildlife Sanctuary from John's Refrigeration for \$25,656.
2. To approve hiring Stantec to provide engineering services for the East River Trail/Main Street Plaza and Saint George Street canoe/kayak launch for a total cost of \$83,400.
3. To approve a donation from the Redevelopment Authority of Parcel 5-1150 (236 Gray Street) to the City of Green Bay for the expansion of Fisk Park.
4. To receive and place on file the staff update on the fundraising efforts for the 9-11 Memorial.

R. Report of the Personnel Committee (February 26, 2019).

1. To approve request to fill the following replacement positions and all subsequent vacancies resulting from internal transfers.
 - a. Electrician - Public Works
 - b. Park Maintenance Worker - Parks, Recreation & Forestry
2. Approve the amendment of City of Green Bay Personnel Policy Chapter 9, Hours of Work and Fringe Benefits, Section 9.12, Holidays, to clarify that an employee must be on an authorized paid leave to be eligible for the holiday pay if unable to work the scheduled day preceding and the day immediately following the holiday.
3. Approve request to adopt the 2019 - 2021 labor agreement between the City of Green Bay and Amalgamated Transit Union, Local Division 857, Bus Operators.

The Council may convene in closed session pursuant to § 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating public employee contracts for competitive or bargaining reasons. The Council may thereafter reconvene in open session pursuant to § 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

S. Report of the Public Arts Commission (February 27, 2019).

1. To approve the Green Bay Public Arts Commission funding strategy and continue to operate as normal.
2. To approve \$300 in Annual Grant funds to the Boys and Girls Club for the 2019 Dragon Boat Races.
3. To approve \$300 of Annual Grant funding to UntitledTown.
4. To approve the "Call for Artists" for the Military Avenue Business District extension of the pilot utility box art program.
5. To approve the creation and establishment of a pilot program entitled "Sidewalk Poetry".

T. Report of the Sustainability Commission (February 13, 2019).

- I. To amend as discussed the Sustainability Commission's Renewable Energy Work Plan.

U. Referral of Petitions & Communications.

V. Adjournment.

- 1) SUPPLEMENTAL INFORMATION: The Video of this meeting, Agenda, Agenda Packet, and Minutes are available online at www.greenbaywi.gov/Meetings.
- 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 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.

**RESOLUTION REGARDING VACATION OF
A PUBLIC SERVICE WAY LOCATED
NEAR NORTH ADAMS STREET AND NORTHLAND AVENUE
(SV 18-04)**

March 5, 2019

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

That, based on the request for vacation filed heretofore, the report of the Plan Commission, and the public hearing held on the matter, it appears to be in the public interest that the Public Service Way located near North Adams Street and Northland Avenue, in the City of Green Bay, described on the attachment hereto, be, and the same is hereby, vacated, abandoned, and discontinued, subject to the following condition:

1. Easements are retained for utilities and pedestrian way from Pine Street Ramp to Adams Street across the entire Public Service Way area.
2. Wisconsin Public Service shall be granted an easement for their existing utilities, OR the applicant can work with WPS to have said utilities moved at the owner's expense.

BE IT FURTHER RESOLVED that the City Clerk shall cause a certified copy of this resolution to be filed with the Register of Deeds for Brown County, Wisconsin.

Adopted _____

Approved _____

Mayor

Clerk

SH
Attachments (map and legal description)

DESCRIPTION OF PUBLIC SERVICE WAY TO BE VACATED
(NEAR NORTH ADAMS STREET AND NORTHLAND AVENUE)

That part of the Public Service Way dedicated to the public in Certified Survey Map Number 1365, in Volume 5 of Certified Survey Maps, Pages 173 through 175, as Document Number 802248, (being part of Lot 74, Plat of Navarino), City of Green Bay, Brown County, Wisconsin, described as follows:

Beginning at the northeast corner of Lot 73, Plat of Navarino;
thence westerly along the northerly line of said Lot 73, Plat of Navarino, also being the southerly line of said Public Service Way to be vacated, to the Northwest corner of said Lot 73;
thence northerly along the extension of the easterly right-of-way line of N. Adams Street to the southerly line of Lot 3, Certified Survey Map Number 8340, in Volume 58 of Certified Survey Maps, Pages 249 through 255, as Document Number 2638052, (being part of Lot 74, Plat of Navarino), also being the northerly line of said Public Service Way to be vacated;
thence easterly along said southerly line of Lot 3, Certified Survey Map Number 8340 to a point on the northerly extension of the westerly right-of-way line of the platted Public Alley lying easterly of Lot 73, Plat of Navarino;
thence southerly along said extension of the westerly right-of-way line of the platted Public Alley lying easterly of Lot 73, Plat of Navarino, to the point of beginning.

<u>Parcels Affected</u>	<u>Owners Name & Mailing Address</u>
11-2 & 12-148	304 North Adams Green Bay, LLC 126 Garrett Street – Suite G Charlottesville, VA 22902

DESCRIPTION OF PUBLIC SERVICE WAY TO BE VACATED
(SV18-04)

That part of the Public Service Way dedicated to the public in Certified Survey Map Number 1365, in Volume 5 of Certified Survey Maps, Pages 173 through 175, as Document Number 802248, (being part of Lot 74, Plat of Navarino), City of Green Bay, Brown County, Wisconsin, described as follows:

Beginning at the northeast corner of Lot 73, Plat of Navarino;
thence westerly along the northerly line of said Lot 73, Plat of Navarino, also being the southerly line of said Public Service Way to be vacated, to the Northwest corner of said Lot 73;
thence northerly along the extension of the easterly right-of-way line of N. Adams Street to the southerly line of Lot 3, Certified Survey Map Number 8340, in Volume 58 of Certified Survey Maps, Pages 249 through 255, as Document Number 2638052, (being part of Lot 74, Plat of Navarino), also being the northerly line of said Public Service Way to be vacated;
thence easterly along said southerly line of Lot 3, Certified Survey Map Number 8340 to a point on the northerly extension of the westerly right-of-way line of the platted Public Alley lying easterly of Lot 73, Plat of Navarino;
thence southerly along said extension of the westerly right-of-way line of the platted Public Alley lying easterly of Lot 73, Plat of Navarino, to the point of beginning.

Subject to the following conditions:

1. Easements are retained for utilities and pedestrian way from Pine Street Ramp to Adams Street across the entire Public Service Way area.
2. Wisconsin Public Service shall be granted an easement for their existing utilities, OR the applicant can work with WPS to have said utilities moved at the owner's expense

<u>Parcels Affected</u>	<u>Owners Name & Mailing Address</u>
11-2 & 12-148	304 North Adams Green Bay, LLC 126 Garrett Street – Suite G Charlottesville, VA 22902

GENERAL ORDINANCE NO. 11-19

**AN ORDINANCE
AMENDING GREEN BAY MUNICIPAL CODE SECTIONS 13-215, 13-1503(1)(a),
13-1507(1)(b)(7)(a), 13-1507(1)(b)(7)(b), AND 13-1514
RELATED TO THE LANDMARKS COMMISSION
(TA 19-01)**

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 13-215, Green Bay Municipal Code, is amended as follows:

The Landmarks Commission (LC) is established to promote and administer all historic preservation functions required by Green Bay Municipal Code Chapter 13-1500 and Section 5 of Chapter 13-200. Pursuant to the provisions of Wis. Stats. 62.23(7)(em), a Landmarks Commission is hereby created, consisting of seven members. Of the membership, one shall be a registered architect, one shall be a historian, or licensed contractor, one shall be a licensed real estate broker or licensed appraiser, one shall be an alderperson, and three shall be citizen members. Two of these citizen members shall reside in or own a certified historic structure or site. All members must be current residents of the City of Green Bay. Each member shall have, to the highest extent practicable, a known interest in historic preservation. If an architect, historian/contractor, or real estate broker/appraiser is not available at time of vacancy, an appropriate alternative professional may be appointed by the Mayor only if two of the three listed professions are already represented on the Commission. The chairperson of the LC shall be chosen by the members of the LC, but may not be a person affiliated with the city government in any capacity beyond the LC, including employment, appointment, or election. The Mayor shall appoint the commissioners, subject to confirmation by the Common Council. Of the initial members so appointed, two shall serve a term of one year, two shall serve a term of two years, and three shall serve a term of three years. Thereafter, the term for each member shall be three years, **except the alderperson who shall only serve through their term of office.**

SECTION 2. Section 13-1503(1)(a), Green Bay Municipal Code, is amended as follows:

The LC shall notify the owners of record **by 1st class mail**, as listed in the office of the City Assessor, of all properties proposed for designation or inclusion within a proposed district and all properties within one hundred (100) feet of the

GENERAL ORDINANCE NO. 11-19

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proposed site or district's boundaries. These owners may confer with the LC prior to final action on the designation.

SECTION 3. Section 13-1507(1)(b)(7)(a) Green Bay Municipal Code, is amended as follows:

- a. If a COA is not obtained prior to the commencement of work, a fee will be charged as established by ~~the Common Council~~ **Section 13-1514.**

SECTION 4. Section 13-1507(1)(b)(7)(b) Green Bay Municipal Code, is amended as follows:

- b. When work or demolition has been done upon a designated historic structure, designated historic site, or structure within a designated historic district without a COA, and the LC finds that the work or demolition requires a COA but does not qualify for a COA, that work or demolition constitutes a violation of this ordinance and the LC may require the owner to restore the structure or site to the condition the structure or site was in before the inappropriate work was conducted or modify the work so that it qualifies for a COA. ~~If work or demolition cannot be restored, a fee will be charged as established by the Common Council.~~ **Any owner who fails to restore work or demolition as ordered by the LC, in accordance with this section, shall forfeit not less than \$1.00 nor more than \$1,000.00. Any owner who violates this section within 24 months after committing a previous violation of this section shall forfeit not less than \$200.00 nor more than \$2,000.00.**

SECTION 5. Section 13-1514, Green Bay Municipal Code, is amended as follows:

Any person or persons violating any provision of Chapter 13-1500 or Section 5 of Chapter 13-200, Green Bay Municipal Code, may be fined no less than \$50.00 for each separate violation. Each and every day during which a violation continues shall be deemed to be a separate offense. Notice of violations shall be issued by the Development ~~Services Manager~~ **Director or their designee**. Fine amounts shall be established by Common Council.

SECTION 6. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

GENERAL ORDINANCE NO. 11-19

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SECTION 7. This ordinance shall not take effect until a public hearing is held thereon as provided by Section 13-204, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin this _____ day of _____, 2019.

APPROVED:

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
Clerk

SJH/KKJ:
2/12/19

ZONING ORDINANCE NO. 1-19

AN ORDINANCE AMENDING AND SUPERSEDING ZONING ORDINANCE 12-18: PLANNED UNIT DEVELOPMENT LOCATED IN THE 200 BLOCK OF NORTH VAN BUREN STREET (ZP 19-03)

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 13-108, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by establishing a Planned Unit Development (PUD) District on the following described property:

NAVARINO PLAT LOT 560
Tax Parcel No.: 10-71

NAVARINO PLAT SLY 53 FT OF LOT 561
Tax Parcel No.: 10-72

NAVARINO PLAT NLY 38 FT OF SLY 91 FT OF LOT 561
Tax Parcel No.: 10-72-A

NAVARINO PLAT NLY 38 FT OF SLY 129 FT OF LOT 561
Tax Parcel No.: 10-72-B

SECTION 2. Pursuant to Section 13-1900, et seq., Green Bay Municipal Code, as they apply, the following conditions are imposed:

- A. Permitted Uses. Two (2) two-unit semi-detached dwellings.
- B. Lot Width and Area. No lot shall have less than 27 feet of street frontage and contain a minimum 2800 square feet of buildable area.
- C. Setbacks, Height and Impervious Coverage.
 - 1. Buildings and paving are precluded within the following required setbacks:
 - a. Front Yard (North Van Buren Street): 3.5 feet
 - b. Corner Side Yard (Cherry Street): 11 feet.
 - c. Interior Side Yard: 5 0 feet ~~(excluding common walls)~~.
 - d. Rear Yard: 20 feet. A detailed transitional buffer shall be provided consistent with Chapter 13-1820(c), Green Bay Zoning Code.

2. Overall height of the proposed structures shall not exceed 35 feet.
3. The impervious coverage shall not exceed 65%.

E. Landscaping.

1. The setback area between the sidewalk and the building façade shall include low level landscaping and may permit lighting.
2. A detailed landscape plan shall be submitted and approved, prior to occupancy for each unit. The landscape plan shall identify all proposed plant material, locations, and sizes.

F. Architectural Design.

1. All exterior building materials shall be of a durable nature and shall blend to compliment the overall design of the structure.
2. No wall that faces a street shall have a blank, uninterrupted length exceeding fifteen (15) feet and shall include the following: change in plane, change in texture and windows.
3. **Any structures proposed to be constructed over property lines shall be accompanied by an access, use and maintenance agreement found acceptable to the Community and Economic Development Department.**
4. **Any structures proposed to be constructed over property lines shall use materials and finishes compatible and comparable to other elements of the buildings to which they are attached, per approval of the Community and Economic Development Department.**

G. Site Plan. A complete site plan shall be submitted and approved prior to any construction, change of use, or other activity that requires site plan approval under Section 13-1802 Green Bay Municipal Code.

H. Parking.

1. Shall be consistent with the standard found in Chapter 13-1700, Green Bay Zoning Code.
2. Areas for service, loading, or trash collection shall not be visible from public rights-of-way. Such screening shall be in compliance with Section 13-1813, Green Bay Municipal Code as applicable.

- J. Lighting. Lighting shall be regulated as specified in Sections 13-524, 13-525, 13-527, Outdoor Lighting Regulations, Green Bay Municipal Code.
- K. Stormwater Management and Grading Plan. If applicable, a stormwater management plan and grading plan meeting the standards established by the City's Department of Public Works, Brown County, and the State of Wisconsin shall be submitted to and approved by the City.
- L. Additional Applicable Regulations. Unless stated above, the development must comply with all other regulations of the Green Bay Municipal Code.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. If any provision in this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such a decision shall not affect the validity of any other provision of this ordinance. It is hereby declared to be the intention of the City of Green Bay that all provisions of this ordinance are separable.

SECTION 5. This ordinance shall not take effect until a public hearing is held thereon as provided by Section 13-204, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2019.

APPROVED:

Mayor

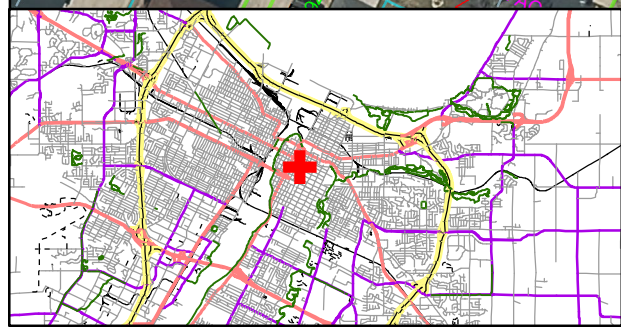
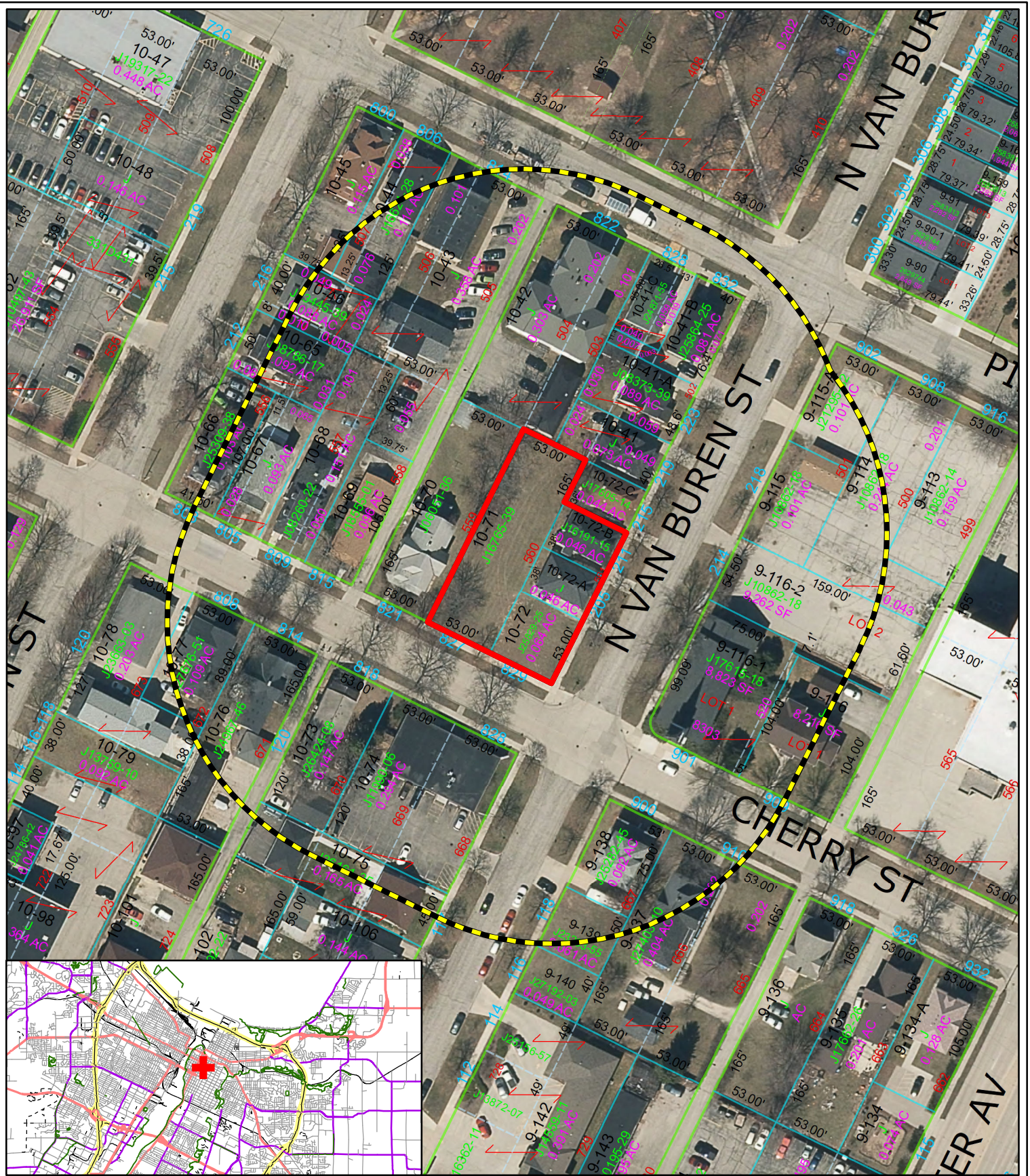
ATTEST:

Clerk

DB

Attachment: Map

X/XX/19



- Subject Property
- 200' Notice Area

Zoning Petition (ZP 19-03)
Request Amendment to ZO 12-18:
Residential Planned Unit Development
at 200 Block North Van Buren Street

This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by DB



0 50 100 Feet





Report to the
Protection and Policy Committee
of the City of Green Bay

MEETING DATE

March 5, 2019

PREPARED BY

AGENDA ITEM # I.I.

General Ordinance No. 3-19

An ordinance amending Section 2.06(9), Green Bay Municipal Code, relating to reference to committees.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. GO 3-19

GENERAL ORDINANCE NO. 3-19

AN ORDINANCE
AMENDING SECTION 2.06(9),
GREEN BAY MUNICIPAL CODE,
RELATING TO REFERENCE TO COMMITTEES

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DO ORDAIN AS FOLLOWS:

SECTION 1. Section 2.06(9), Green Bay Municipal Code, is hereby amended to read:

(9) Reference to committees. All communications, petitions, requests, and complaints shall be in writing and shall be referred to a committee before action is taken thereon by the council. Referral to committee can be done by referral of the common council or by consent of the chairperson of the committee. Any matter referred to more than one committee shall be designated to a primary committee. Other committees considering the matter shall make recommendations to the primary committee for its consideration. Only the recommendation of the primary committee shall be presented to the common council for action.

SECTION 2. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 3. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin, this ____ day of _____ 2019.

APPROVED:

Mayor

ATTEST:

Clerk

KKJ

Date of first reading

GENERAL ORDINANCE NO. 8-19

**AN ORDINANCE
AMENDING SECTION 9.21,
GREEN BAY MUNICIPAL CODE,
RELATING TO RIGHT-OF-WAY EXCAVATION AND OCCUPANCY**

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DO ORDAIN AS FOLLOWS:

SECTION 1. Section 9.21(2)(g)(1), Green Bay Municipal Code, is hereby amended to read:

1. Temporary. Excavated material shall be hauled away by the contractor. All excavations made in paved areas in the public right-of-way shall ~~be backfilled with 3/4 inch crushed stone and compacted in 12-inch layers with mechanical compaction equipment. The crushed stone shall be so placed to within three inches of the finished grade, and the excavated area shall then be filled with three inches of cold mix bituminous surface which shall be paved to conform to the existing paved surface~~ meet the construction methods and site restoration in accordance with applicable parts of the City of Green Bay Standard Specifications and Construction Standards for Public Works Construction, current edition. The permittee shall be responsible for all costs associated with maintaining the temporary repair.

SECTION 2. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 3. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin, this Day day of February, 2019.

APPROVED:

Mayor

ATTEST:

Clerk

KKJ

2/18/19

GENERAL ORDINANCE NO. 10-19

**AN ORDINANCE
AMENDING SECTION 9.25
GREEN BAY MUNICIPAL CODE,
RELATING TO LICENSE FOR SIDEWALK BUILDERS**

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DO ORDAIN AS FOLLOWS:

SECTION 1. Section 9.25(1) Green Bay Municipal Code, is hereby amended to read:

(1) Required. No person shall build or construct any ~~cement~~ **concrete** sidewalk **and driveway apron** upon any street in the city unless he has obtained a sidewalk builder's license.

SECTION 2. Section 9.25(2) Green Bay Municipal Code, is hereby amended to read:

(2) Application to council. Any person intending to construct ~~cement~~ **concrete** sidewalks **and driveway** apron upon streets in the city shall first apply to the Council for a license as a sidewalk builder. Upon the applicant's furnishing satisfactory evidence that the applicant is capable of building proper ~~cement walks~~ **concrete sidewalk and driveway apron** according to the requirements of the council, the council shall issue the applicant a sidewalk builder's license, which license shall terminate on ~~April 1~~ **December 31** of each year.

SECTION 3. Section 9.25(3) Green Bay Municipal Code, is hereby amended to read:

(3) Fee; bond. Each applicant shall ~~deposit with an application a fee of \$25.00~~ **include the required application fee at the time of submittal**. Before such license is issued, the applicant shall file with the city clerk a bond to the city in the amount of ~~\$2,000.00~~ **\$5,000.00**, conditioned that the licensee will observe and obey all the requirements of the city relating to sidewalks and to the rules and regulations relating thereto which may be prescribed by the council, and indemnifying the city or any person in front of whose property the licensee shall construct a sidewalk to observe all the requirements of the council and the lines and grades furnished by the director of public works. A certificate of insurance shall be filed in accordance with section 9.21, Green Bay Municipal Code.

SECTION 4. Section 9.25(4) Green Bay Municipal Code, is hereby amended to read:

(4) *Revocation of license.* If any person holding a license as a sidewalk builder violates any ordinance of the city relating to the construction of ~~cement~~ **concrete** sidewalk, the council may, upon giving the offender two days notice and an opportunity to be heard before the city improvement and service committee, revoke the license. After the license has been removed, such person shall not again receive a license as a sidewalk builder within ~~three~~ **twelve** months next of the date of the revocation.

SECTION 5. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 6. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin, this ____ of February, 2019.

APPROVED:

Mayor

ATTEST:

Clerk

KKJ

2/18/19

GENERAL ORDINANCE NO. 7-19

**AN ORDINANCE
AMENDING SECTION 9.20,
GREEN BAY MUNICIPAL CODE,
RELATING TO TREE AND BRUSH TRIMMER LICENSE REQUIRED**

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DO ORDAIN AS FOLLOWS:

SECTION 1. Section 9.20(2)(d), Green Bay Municipal Code, is hereby amended to read:

(d) Any license issued under this section shall terminate on ~~February 1~~ **December 31** of each year.

SECTION 2. Section 9.20(2)(e)(1), Green Bay Municipal Code, is hereby amended to read:

1. Each applicant shall ~~deposit with the application a fee of \$25.00~~ **include the required application fee at the time of submittal.**

SECTION 3. Section 9.20(5)(b), Green Bay Municipal Code, is hereby amended to read:

(b) Any person who has had a tree and brush trimming license revoked under this section shall not be eligible to again receive a tree and brush trimmer license within ~~three~~ **twelve** months of the date of the revocation.

SECTION 4. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 5. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin, this ____ day of February, 2019.

APPROVED:

Mayor

ATTEST:

Clerk

KKJ

2/18/19

GENERAL ORDINANCE NO. 9-19

**AN ORDINANCE
AMENDING SECTION 9.24
GREEN BAY MUNICIPAL CODE,
RELATING TO CONSTRUCTION AND REPAIR OF STREETS AND SIDEWALKS**

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DO ORDAIN AS FOLLOWS:

SECTION 1. Section 9.25(4) Green Bay Municipal Code, is hereby amended to read:

(4) *Stakes not to be removed.* After grade and line is furnished by the director of public works to a contractor or property owner, such contractor or property owner shall preserve such grade stakes until the ~~ement~~ concrete sidewalk has been constructed. Failure to preserve such line and grade stakes, necessitating the return of the engineering department to reset stakes, shall subject the contractor or property owner to the expense involved in resetting such grade stakes.

SECTION 2. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 3. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin, this ____ of February, 2019.

APPROVED:

Mayor

ATTEST:

Clerk

KKJ

2/18/19

GENERAL ORDINANCE NO. 6-19

**AN ORDINANCE
AMENDING SECTION 6.35,
GREEN BAY MUNICIPAL CODE,
RELATING TO UNDERGROUND SPRINKLER SYSTEMS**

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DO ORDAIN AS FOLLOWS:

SECTION 1. Section 6.35(2)(c), Green Bay Municipal Code, is hereby amended to read:

(c) Any license issued under this section shall terminate on ~~January 1~~ **December 31** of each year.

SECTION 2. Section 6.35(3)(c), Green Bay Municipal Code, is hereby amended to read:

(c) Each applicant shall ~~deposit with the application a fee of \$25.00~~ **include the required application fee at the time of submittal.**

SECTION 3. Section 6.35(3)(d), Green Bay Municipal Code, is hereby amended to read:

(d) Revocation/suspension. Any license issued under this section may be revoked or suspended for cause by the improvement and service committee with approval by the common council at any time upon a hearing and sufficient written, sworn charges, filed with the improvement and service committee. Causes for revocation or suspension shall include, but not limited to, the following:

1. Failure to comply with the provisions of this section and any rules issued by the committee hereunder.
2. Failure to comply with any other applicable provision of this Code, state law, or city ordinance, rule, or regulation.
3. Abandonment of any contract or undertaking without good cause or fraudulent departure from plans or specifications.
4. Failure to obtain or cause to be obtained permits when the same are required by this section.

The holder of such license shall be given reasonable notice of the hearing and of the charges. Any person having had his license revoked under the provisions of this section shall not be granted a new license for a period of one year thereafter. Any suspension shall be for such term or conditions judged appropriate by the improvement and service committee, but in no case shall any suspension exceed a term of ~~six~~ **twelve** months.

SECTION 4. Section 6.35(3)(e), Green Bay Municipal Code, is hereby amended to read:

(e) Scope of license. The holder of a valid ~~lawn-sprinkler~~ **Underground Sprinkler System** license may install, replace, repair, or relocate only that part of the lawn sprinkler system from the discharge side of approved vacuum breaker or backflow preventer. Only the holder of a valid master plumber license, or a journeyman plumber license, working under such a master plumber, shall install the vacuum breaker or backflow preventer.

SECTION 5. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 6. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin, this ____ day of February, 2019.

APPROVED:

Mayor

ATTEST:

Clerk

KKJ

2/18/19



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

March 5, 2019

PREPARED BY

AGENDA ITEM # I.7.

General Ordinance No. 20-18

An ordinance amending Chapter 7, Green Bay Municipal Code, relating to claims administration.

BACKGROUND

RECOMMENDATION

Approval.

FISCAL IMPACT

ATTACHMENTS

- I. Draft 3 GO 20-18 - Ordinance relating to Claims Administration

GENERAL ORDINANCE NO. 20-18

AN ORDINANCE AMENDING CHAPTER 7, GREEN BAY MUNICIPAL CODE, RELATING TO CLAIMS ADMINISTRATION

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1. Chapter 7, Green Bay Municipal Code, is hereby amended as follows:

7.01 ADOPTION OF STATE LAW. All applicable state laws including, but not limited to, statutes of limitations, procedures, and other requirements pertaining to municipal claims and damages, as from time to time amended, changed, deleted, modified, or created, are hereby adopted by reference, made effective, and incorporated as if fully set forth herein. Any act required to be performed or prohibited by any laws so incorporated by reference is required or prohibited by this resolution.

~~**7.02 ADOPTION OF WISCONSIN CIVIL JURY INSTRUCTIONS.** All applicable Wisconsin Civil Jury Instructions, as promulgated by the Wisconsin Civil Jury Instructions' Committee, currently in effect or any subsequent additions thereto or deletions therefrom are hereby adopted by the City of Green Bay as guidelines upon which to determine whether to deny, settle, or pay any claim filed against the City of Green Bay as may be appropriate on a case-by-case basis.~~

~~**7.023 DEFINITIONS. ESTABLISHMENT OF CLAIMS COMMITTEE.**~~

~~(1) CLAIM means a correct, complete, and proper, in substance and form, itemized written statement of personal injury, wrongful death, or property damage in strict conformity with the requirements of State law, which sets forth with specificity and particularity the correct and complete name, home address, and telephone number of the claimant together with a specific and legally sufficient description and itemization of the nature, kind, and type of injury and/or damage, the specific dollar amount of damages claimed, together with a full and accurate statement of the facts and circumstances upon which the claim is based, including the reasons for believing the City is liable therefore.~~

~~(2) (Rep. & Rec. GO 44-96) CITY CLAIMS COMMITTEE means those persons who, from time to time, are appointed and authorized by the Mayor of the City of Green Bay to serve for an indeterminate period on the Claims Committee and who are charged with the responsibility of coordinating and administering the City's claims procedure and all claims filed in a manner consistent with the provisions of this chapter and all other applicable laws. The City Claims Committee shall be comprised of the City Attorney, Deputy City Attorney, one paralegal from the Law Department, Risk Manager, and the Finance Director or his/her designee. The Claims Committee shall have the sole, complete, and final~~

authority to deny, ~~to settle,~~ or **approve to payment for any and** all claims **received pursuant to § 893.80, Wis. Stats, up to \$25,000.00. The Claims Committee shall meet at least monthly.** ~~in the amount of \$5,000.00 or less as defined in the manner set forth below. The City Claims Committee shall have the authority to recommend approval or denial of all claims in an amount greater than \$5,000.00 as defined in the manner set for the below to the Finance Committee and Common Council. The Claims Committee shall consist of two representatives of the City Attorney's Office and the Finance Director or his/her designee.~~

7.0**34** PROCEDURE.

(1) **Claims shall** ~~Each and every claim of whatever kind or nature against the City shall be served upon the City Clerk~~ **or his/her designee.** ~~, or his/her designee, by each aggrieved party or someone acting on his/her behalf in strict conformity with the time limits and manner required by State law. The City Clerk shall immediately forward to the City Attorney all such claims filed against the City pursuant to § 893.80, Wis. Stats to the City Attorney. The City Attorney, in conjunction with the City's insurer, who shall cause a file to be created and maintained for each claim received and shall retain and process the original claim as required by law.~~

(2) The City Attorney, or **its third party insurance administrator** ~~his/her designee~~, shall promptly **provide a notice** ~~notify to~~ the claimant **confirming** ~~of the receipt of such claim and shall request of the claimant such additional information as may be necessary to process the claim. The notice required by this paragraph shall be a courtesy notice only and imposes no obligations beyond those set forth by § 893.80, Wis. Stats. It shall be the responsibility of the claimant for ensuring compliance with the requirements of § 893.80, Wis. Stats.~~ Information on the circumstances surrounding the claim shall be sought from the department within the City against whom the claim is made, asking for a statement of facts from such department concerning the claim.

(3) **The City Attorney, or its third party insurance administrator, shall obtain information on the circumstances surrounding the claim from the City department against whom the claim is made, including asking for a statement of facts concerning the claim.**

(4) Upon the receipt of requested information from the appropriate department and from the claimant, **the claim shall be provided to** the Claims Committee **shall meet and for** review, **along with any recommendations received from the City's insurer** ~~the claim.~~

(45) The Claims Committee ~~shall~~ **may** utilize the services of a claims investigator/adjuster ~~from time to time as they deem appropriate.~~ The reports of the investigator/adjuster shall be made available to the claimant upon request pursuant to §19.35, Wis. Stats.

~~(56) The Common Council of the City of Green Bay authorizes the City Claims Committee meet and review all claims to make a recommendation to the Common Council for approval or denial.~~ The Committee's recommendations shall be based on those **established** principles of **state and federal** law, as ~~enunciated in the Wisconsin Civil Jury Instructions, State Statutes, or any other appropriate legal basis~~**applicable**.

~~(67) Every month~~**On no less than a quarterly basis**, the Claims Committee shall ~~file a report with the City Clerk to be present~~ **a reported** to the Finance Committee ~~and then the Common Council~~ describing all claims **settled, denied, or approved****since last reported**.

SECTION 2. All ordinances or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 3. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin this _____ day of _____, 2019.

APPROVED:

Mayor

ATTEST:

Clerk

GENERAL ORDINANCE NO. 11-19

**AN ORDINANCE
AMENDING GREEN BAY MUNICIPAL CODE SECTIONS 13-215, 13-1503(1)(a),
13-1507(1)(b)(7)(a), 13-1507(1)(b)(7)(b), AND 13-1514
RELATED TO THE LANDMARKS COMMISSION
(TA 19-01)**

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 13-215, Green Bay Municipal Code, is amended as follows:

The Landmarks Commission (LC) is established to promote and administer all historic preservation functions required by Green Bay Municipal Code Chapter 13-1500 and Section 5 of Chapter 13-200. Pursuant to the provisions of Wis. Stats. 62.23(7)(em), a Landmarks Commission is hereby created, consisting of seven members. Of the membership, one shall be a registered architect, one shall be a historian, or licensed contractor, one shall be a licensed real estate broker or licensed appraiser, one shall be an alderperson, and three shall be citizen members. Two of these citizen members shall reside in or own a certified historic structure or site. All members must be current residents of the City of Green Bay. Each member shall have, to the highest extent practicable, a known interest in historic preservation. If an architect, historian/contractor, or real estate broker/appraiser is not available at time of vacancy, an appropriate alternative professional may be appointed by the Mayor only if two of the three listed professions are already represented on the Commission. The chairperson of the LC shall be chosen by the members of the LC, but may not be a person affiliated with the city government in any capacity beyond the LC, including employment, appointment, or election. The Mayor shall appoint the commissioners, subject to confirmation by the Common Council. Of the initial members so appointed, two shall serve a term of one year, two shall serve a term of two years, and three shall serve a term of three years. Thereafter, the term for each member shall be three years, **except the alderperson who shall only serve through their term of office.**

SECTION 2. Section 13-1503(1)(a), Green Bay Municipal Code, is amended as follows:

The LC shall notify the owners of record **by 1st class mail**, as listed in the office of the City Assessor, of all properties proposed for designation or inclusion within a proposed district and all properties within one hundred (100) feet of the

GENERAL ORDINANCE NO. 11-19

PAGE 2

proposed site or district's boundaries. These owners may confer with the LC prior to final action on the designation.

SECTION 3. Section 13-1507(1)(b)(7)(a) Green Bay Municipal Code, is amended as follows:

- a. If a COA is not obtained prior to the commencement of work, a fee will be charged as established by ~~the Common Council~~ **Section 13-1514.**

SECTION 4. Section 13-1507(1)(b)(7)(b) Green Bay Municipal Code, is amended as follows:

- b. When work or demolition has been done upon a designated historic structure, designated historic site, or structure within a designated historic district without a COA, and the LC finds that the work or demolition requires a COA but does not qualify for a COA, that work or demolition constitutes a violation of this ordinance and the LC may require the owner to restore the structure or site to the condition the structure or site was in before the inappropriate work was conducted or modify the work so that it qualifies for a COA. ~~If work or demolition cannot be restored, a fee will be charged as established by the Common Council.~~ **Any owner who fails to restore work or demolition as ordered by the LC, in accordance with this section, shall forfeit not less than \$1.00 nor more than \$1,000.00. Any owner who violates this section within 24 months after committing a previous violation of this section shall forfeit not less than \$200.00 nor more than \$2,000.00.**

SECTION 5. Section 13-1514, Green Bay Municipal Code, is amended as follows:

Any person or persons violating any provision of Chapter 13-1500 or Section 5 of Chapter 13-200, Green Bay Municipal Code, may be fined no less than \$50.00 for each separate violation. Each and every day during which a violation continues shall be deemed to be a separate offense. Notice of violations shall be issued by the Development ~~Services Manager~~ **Director or their designee**. Fine amounts shall be established by Common Council.

SECTION 6. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

GENERAL ORDINANCE NO. 11-19

PAGE 3

SECTION 7. This ordinance shall not take effect until a public hearing is held thereon as provided by Section 13-204, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin this _____ day of _____, 2019.

APPROVED:

James J. Schmitt
Mayor

ATTEST:

Kris A. Teske
Clerk

SJH/KKJ:
2/12/19

ZONING ORDINANCE NO. 1-19

AN ORDINANCE AMENDING AND SUPERSEDING ZONING ORDINANCE 12-18: PLANNED UNIT DEVELOPMENT LOCATED IN THE 200 BLOCK OF NORTH VAN BUREN STREET (ZP 19-03)

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 13-108, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by establishing a Planned Unit Development (PUD) District on the following described property:

NAVARINO PLAT LOT 560
Tax Parcel No.: 10-71

NAVARINO PLAT SLY 53 FT OF LOT 561
Tax Parcel No.: 10-72

NAVARINO PLAT NLY 38 FT OF SLY 91 FT OF LOT 561
Tax Parcel No.: 10-72-A

NAVARINO PLAT NLY 38 FT OF SLY 129 FT OF LOT 561
Tax Parcel No.: 10-72-B

SECTION 2. Pursuant to Section 13-1900, et seq., Green Bay Municipal Code, as they apply, the following conditions are imposed:

- A. Permitted Uses. Two (2) two-unit semi-detached dwellings.
- B. Lot Width and Area. No lot shall have less than 27 feet of street frontage and contain a minimum 2800 square feet of buildable area.
- C. Setbacks, Height and Impervious Coverage.
 - 1. Buildings and paving are precluded within the following required setbacks:
 - a. Front Yard (North Van Buren Street): 3.5 feet
 - b. Corner Side Yard (Cherry Street): 11 feet.
 - c. Interior Side Yard: 5 0 feet ~~(excluding common walls)~~.
 - d. Rear Yard: 20 feet. A detailed transitional buffer shall be provided consistent with Chapter 13-1820(c), Green Bay Zoning Code.

2. Overall height of the proposed structures shall not exceed 35 feet.
3. The impervious coverage shall not exceed 65%.

E. Landscaping.

1. The setback area between the sidewalk and the building façade shall include low level landscaping and may permit lighting.
2. A detailed landscape plan shall be submitted and approved, prior to occupancy for each unit. The landscape plan shall identify all proposed plant material, locations, and sizes.

F. Architectural Design.

1. All exterior building materials shall be of a durable nature and shall blend to compliment the overall design of the structure.
2. No wall that faces a street shall have a blank, uninterrupted length exceeding fifteen (15) feet and shall include the following: change in plane, change in texture and windows.
3. **Any structures proposed to be constructed over property lines shall be accompanied by an access, use and maintenance agreement found acceptable to the Community and Economic Development Department.**
4. **Any structures proposed to be constructed over property lines shall use materials and finishes compatible and comparable to other elements of the buildings to which they are attached, per approval of the Community and Economic Development Department.**

G. Site Plan. A complete site plan shall be submitted and approved prior to any construction, change of use, or other activity that requires site plan approval under Section 13-1802 Green Bay Municipal Code.

H. Parking.

1. Shall be consistent with the standard found in Chapter 13-1700, Green Bay Zoning Code.
2. Areas for service, loading, or trash collection shall not be visible from public rights-of-way. Such screening shall be in compliance with Section 13-1813, Green Bay Municipal Code as applicable.

- J. Lighting. Lighting shall be regulated as specified in Sections 13-524, 13-525, 13-527, Outdoor Lighting Regulations, Green Bay Municipal Code.
- K. Stormwater Management and Grading Plan. If applicable, a stormwater management plan and grading plan meeting the standards established by the City's Department of Public Works, Brown County, and the State of Wisconsin shall be submitted to and approved by the City.
- L. Additional Applicable Regulations. Unless stated above, the development must comply with all other regulations of the Green Bay Municipal Code.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. If any provision in this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such a decision shall not affect the validity of any other provision of this ordinance. It is hereby declared to be the intention of the City of Green Bay that all provisions of this ordinance are separable.

SECTION 5. This ordinance shall not take effect until a public hearing is held thereon as provided by Section 13-204, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2019.

APPROVED:

Mayor

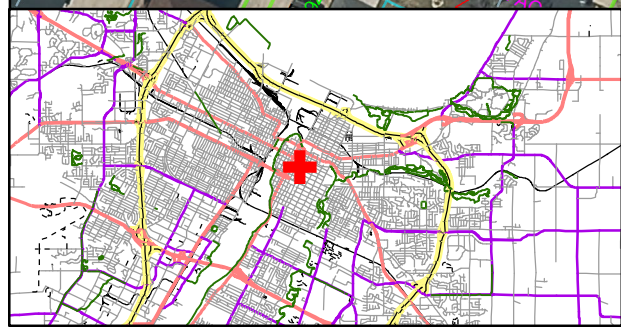
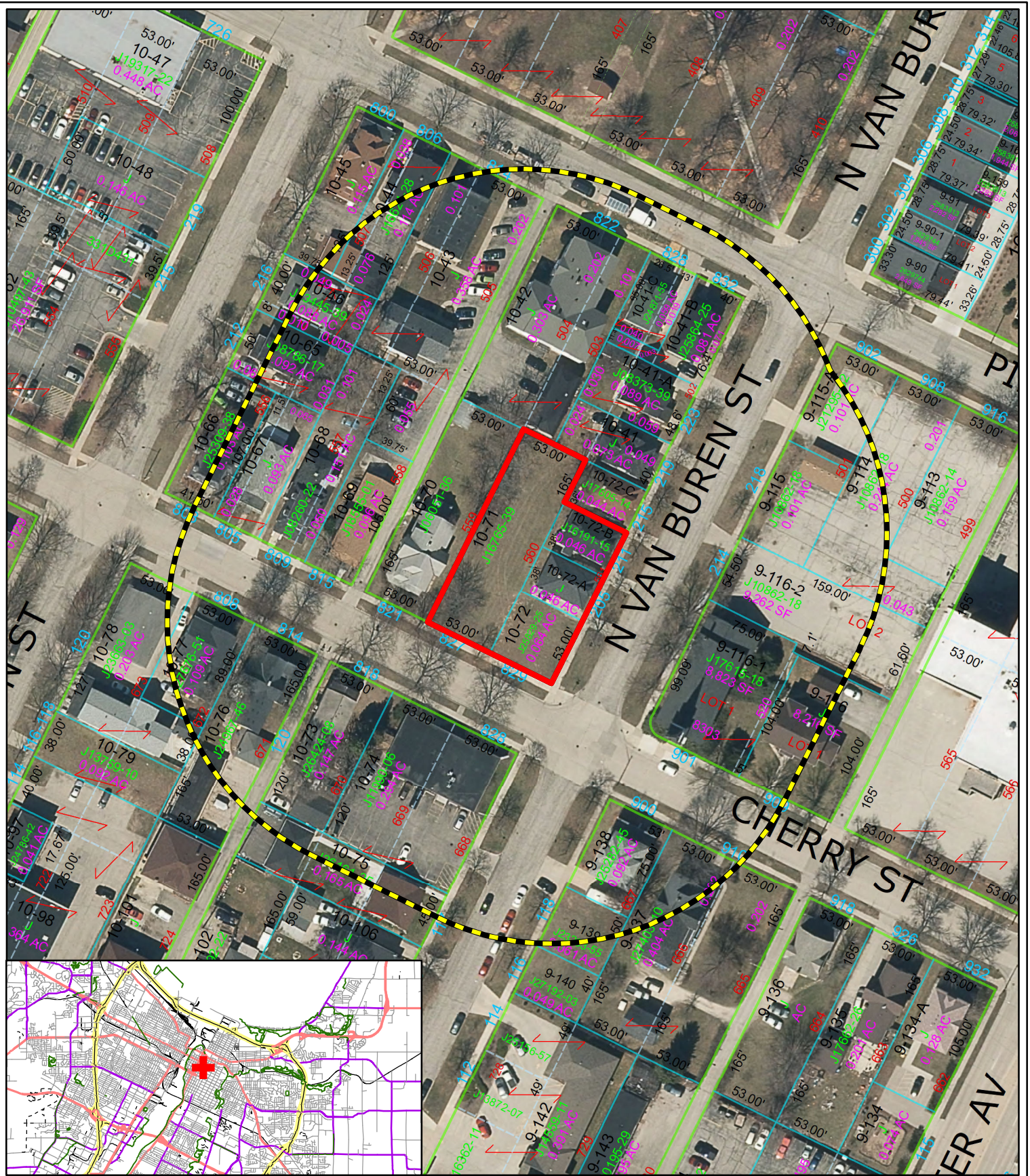
ATTEST:

Clerk

DB

Attachment: Map

X/XX/19

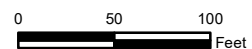


- Subject Property
- 200' Notice Area

Zoning Petition (ZP 19-03)
Request Amendment to ZO 12-18:
Residential Planned Unit Development
at 200 Block North Van Buren Street



This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by DB



GENERAL ORDINANCE NO. 4-19

**AN ORDINANCE
AMENDING SECTION 29.208,
GREEN BAY MUNICIPAL CODE,
RELATING TO PARKING REGULATIONS**

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 29.208, Green Bay Municipal Code, is hereby amended by removing therefrom the following NO PARKING DURING SCHOOL HOUR zones:

IRWIN AVENUE, west side, from Cass Street to a point 200 feet north of Cass Street.

SECTION 2. Section 29.208, Green Bay Municipal Code, is hereby amended by removing therefrom the following 2-HOUR PARKING 7 AM TO 7 PM MONDAY THRU FRIDAY zones:

OAKLAND AVENUE, west side, from a point of 58 feet north of Shawano Avenue to a point of 130 feet south of Hubbard Street.

SECTION 3. Section 29.208, Green Bay Municipal Code, is hereby amended by removing therefrom the following NO PARKING zone:

MATHER STREET, south side, from a point of 50 feet west of Gray Street to a point of 100 feet east of Gray Street.

SECTION 4. Section 29.208, Green Bay Municipal Code, is hereby amended by removing therefrom the following NO PARKING zone:

MATHER STREET, north side, from Gray Street to Roy Avenue.

SECTION 5. Section 29.208, Green Bay Municipal Code, is hereby amended to establish a NO PARKING BIKE LANE zone:

MATHER STREET, on both sides, from Gray Street to Vroman Street.

SECTION 6. Section 29.208, Green Bay Municipal Code, is hereby amended to establish a NO PARKING zone:

MATHER STREET, south side, from a point of 50 feet west of Gray Street to Gray Street.

Dated at Green Bay, Wisconsin this _____ day of _____, 2019.

APPROVED:

Mayor

ATTEST:

City Clerk

SEP

GENERAL ORDINANCE NO. 5-19

**AN ORDINANCE
REPEALING SECTION 29.503,
GREEN BAY MUNICIPAL CODE,
RELATING TO OBSTRUCTION OF CROSSING BY TRAINS**

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 29.503, Green Bay Municipal Code, Obstruction of Crossing by Trains, is hereby repealed.

SECTION 2. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin this _____ day of _____, 2019.

APPROVED:

Mayor

ATTEST:

City Clerk

SEP

FINAL PAYMENTS RESOLUTION

March 5, 2019

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

That the City Clerk be and is hereby instructed to draw FINAL ORDERS in favor of the following contractors for their projects in the amounts listed as follows:

1. SIDEWALKS 2018

AL DIX CONCRETE INC.

TOTAL AMOUNT EARNED:	\$ 161,023.45
LESS AMOUNT RETAINED:	<u>\$ 0.00</u>
	\$ 161,023.45
LESS AMOUNT PREVIOUSLY PAID:	<u>\$ 0.00</u>
AMOUNT DUE THIS ESTIMATE:	\$ 161,023.45

ACCOUNT NUMBERS

402500-55340-61028: \$161,023.45

PO #1800179

2. 2018 LIFT STATION REROOFING

C&C SERVICES LLC

TOTAL AMOUNT EARNED:	\$ 39,998.52
LESS AMOUNT RETAINED:	<u>\$ 0.00</u>
	\$ 39,998.52
LESS AMOUNT PREVIOUSLY PAID:	<u>\$ 34,125.00</u>
AMOUNT DUE THIS ESTIMATE:	\$ 5,873.52

ACCOUNT NUMBERS

412500E-55358-66028: \$5,873.52

PO #1800163

3. PAVEMENT REPAIR 2018

FISCHER ULMAN CONSTRUCTION INC.

TOTAL AMOUNT EARNED:	\$ 315,710.36
LESS AMOUNT RETAINED:	<u>\$ 0.00</u>
	\$ 315,710.36
LESS AMOUNT PREVIOUSLY PAID:	<u>\$ 295,538.07</u>
AMOUNT DUE THIS ESTIMATE:	\$ 20,172.29

ACCOUNT NUMBERS

401500E-55301-61018: \$17,654.64

403500-55301-61018: \$2,517.65

412500E-53001-61018: \$0.00

PO #1800094

Adopted _____, 2019

Approved _____, 2019

Mayor

ATTEST:

City Clerk

SEP



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

March 5, 2019

PREPARED BY

AGENDA ITEM # J.2.

Resolution authorizing transfer of 2019 budgeted revenues and expenses between accounts.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Resolution - Authorizing Transfer of Funds 2019 Revenues for PRF (4)

RESOLUTION AUTHORIZING TRANSFER OF FUNDS

March 5, 2019

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

Pursuant to the recommendation of the Finance Committee at its meeting of January 29, 2019, the following transfer of 2019 budget is hereby authorized:

	<u>ACCOUNT</u>	<u>AMOUNT</u>
From:		
101640	46720 ADMIN SERVICE CHARGES	\$1,000.00
101640	46734 RESIDENT FEES	\$300.00
101640	52001 TRAINING AND TRAVEL	(\$2,400.00)
101660	52001 TRAINING AND TRAVEL	(\$1,800.00)
101630	52001 TRAINING AND TRAVEL	(\$1,025.00)
101670	52001 TRAINING AND TRAVEL	(\$765.00)
101640	46734 RESIDENT FEES	\$106,636.00
101620	46737 TSA FEES AND CHARGES	\$30,375.00
101620	50003 SEASONAL SALARIES	(\$17,040.00)
101620	51210 SOCIAL SECURITY	(\$60.00)
101620	51211 MEDICARE	(\$290.00)
101620	51301 WRS – EMPLOYER SHARE	(\$60.00)
101620	53001 CONTRACTUAL SERV	(\$407.00)
101620	53014 LICENSES & PERMITS	(\$1,232.00)
101620	54001 MATERIAL & SUPPL	(\$2,300.00)
101620	55101 EQUIPMENT REPAIR	(\$3,170.00)
101620	55201 BUILDING REPAIR	(\$2,000.00)
101620	56101 ELECTRICITY	(\$3,100.00)
101620	56402 WATER	(\$400.00)
101620	56403 SEWER	(\$340.00)
101620	56404 STORM SEWER UTIL	(\$100.00)
101640	54091 AWARDS	(\$1,465.00)
To:		
101600	46720 ADMIN SERVICE CHARGES	(\$1,300.00)
101600	52001 TRAINING AND TRAVEL	\$5,990.00
101630	46732 SHELTER RENTALS	(\$106,636.00)
101630	46732 RESIDENT FEES	(\$12,300.00)
101640	46737 TSA FEES	(\$18,075.00)
101640	50003 SEASONAL SALARIES	\$17,040.00
101640	51210 SOCIAL SECURITY	\$60.00
101640	51211 MEDICARE	\$290.00
101640	51301 WRS – EMPLOYER SHARE	\$60.00
101630	53001 CONTRACTUAL SERV	\$407.00
101630	53014 LICENSES & PERMITS	\$1,232.00

101630	54001	MATERIAL & SUPPL	\$2,300.00
101630	55101	EQUIPMENT REPAIR	\$3,170.00
101630	55201	BUILDING REPAIR	\$2,000.00
101630	56101	ELECTRICITY	\$3,100.00
101630	56402	WATER	\$400.00
101630	56403	SEWER	\$340.00
101630	56404	STORM SEWER UTIL	\$100.00
101640	54001	MATERIALS AND SUPPLIES	\$1,465.00

Adopted _____

Approved _____

Mayor

Clerk

**RESOLUTION REGARDING VACATION OF
A PUBLIC SERVICE WAY LOCATED
NEAR NORTH ADAMS STREET AND NORTHLAND AVENUE
(SV 18-04)**

March 5, 2019

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

That, based on the request for vacation filed heretofore, the report of the Plan Commission, and the public hearing held on the matter, it appears to be in the public interest that the Public Service Way located near North Adams Street and Northland Avenue, in the City of Green Bay, described on the attachment hereto, be, and the same is hereby, vacated, abandoned, and discontinued, subject to the following condition:

1. Easements are retained for utilities and pedestrian way from Pine Street Ramp to Adams Street across the entire Public Service Way area.
2. Wisconsin Public Service shall be granted an easement for their existing utilities, OR the applicant can work with WPS to have said utilities moved at the owner's expense.

BE IT FURTHER RESOLVED that the City Clerk shall cause a certified copy of this resolution to be filed with the Register of Deeds for Brown County, Wisconsin.

Adopted _____

Approved _____

Mayor

Clerk

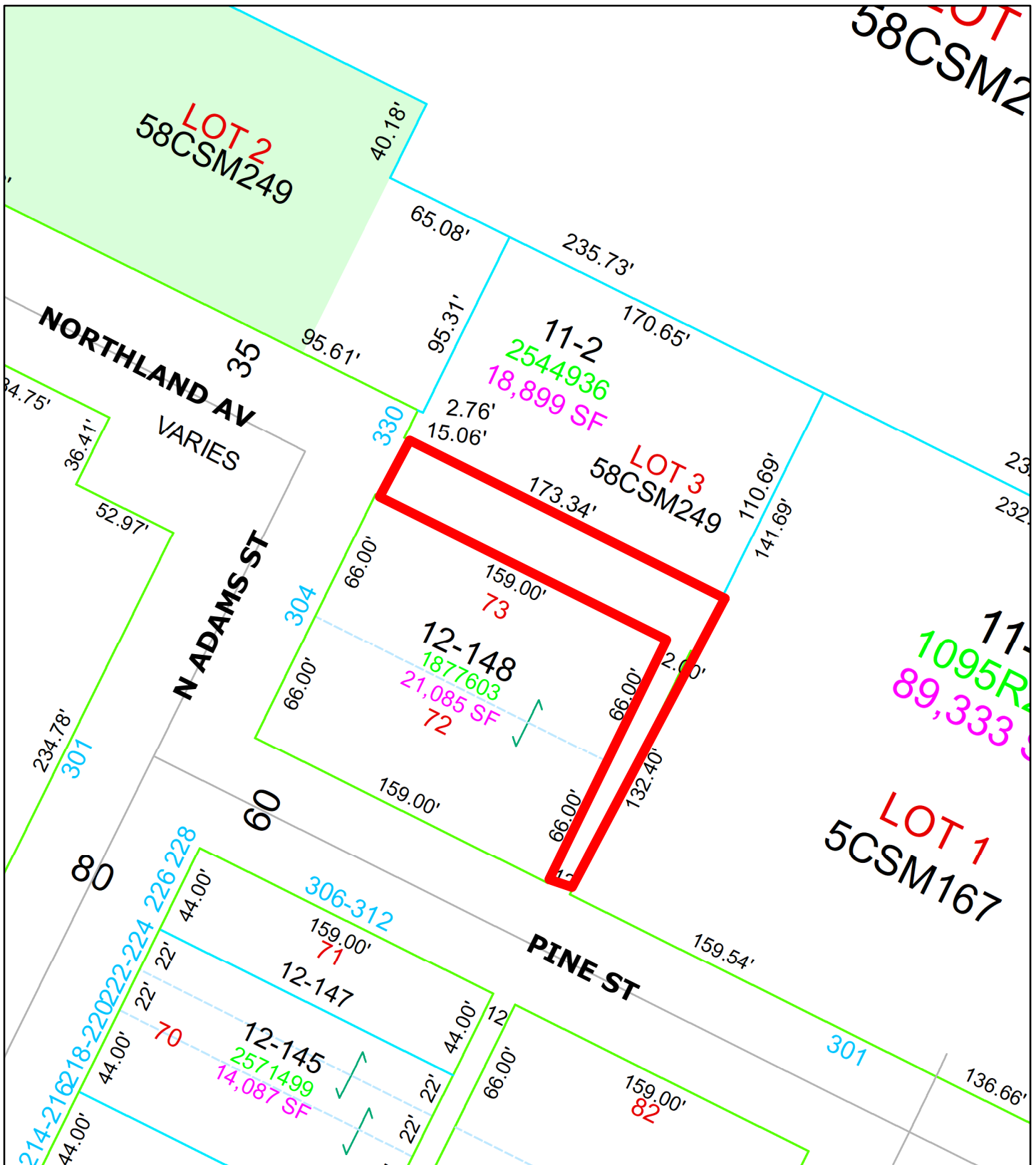
SH
Attachments (map and legal description)

DESCRIPTION OF PUBLIC SERVICE WAY TO BE VACATED
(NEAR NORTH ADAMS STREET AND NORTHLAND AVENUE)

That part of the Public Service Way dedicated to the public in Certified Survey Map Number 1365, in Volume 5 of Certified Survey Maps, Pages 173 through 175, as Document Number 802248, (being part of Lot 74, Plat of Navarino), City of Green Bay, Brown County, Wisconsin, described as follows:

Beginning at the northeast corner of Lot 73, Plat of Navarino;
thence westerly along the northerly line of said Lot 73, Plat of Navarino, also being the southerly line of said Public Service Way to be vacated, to the Northwest corner of said Lot 73;
thence northerly along the extension of the easterly right-of-way line of N. Adams Street to the southerly line of Lot 3, Certified Survey Map Number 8340, in Volume 58 of Certified Survey Maps, Pages 249 through 255, as Document Number 2638052, (being part of Lot 74, Plat of Navarino), also being the northerly line of said Public Service Way to be vacated;
thence easterly along said southerly line of Lot 3, Certified Survey Map Number 8340 to a point on the northerly extension of the westerly right-of-way line of the platted Public Alley lying easterly of Lot 73, Plat of Navarino;
thence southerly along said extension of the westerly right-of-way line of the platted Public Alley lying easterly of Lot 73, Plat of Navarino, to the point of beginning.

<u>Parcels Affected</u>	<u>Owners Name & Mailing Address</u>
11-2 & 12-148	304 North Adams Green Bay, LLC 126 Garrett Street – Suite G Charlottesville, VA 22902



**(SV 18-04) Consideration with possible action
on the request to vacate a public service way and alley
located near the corner of N Adams Street and Pine Street**

0 15 30 60 Feet



This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. SJH 12.18.2018
18 Dec 2018 X:\Planning\City\DATA_GIS\CityActions\ST_VAC\SV 18-mxd

Proposed Vacation Areas

DESCRIPTION OF PUBLIC SERVICE WAY TO BE VACATED
(SV18-04)

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Subject to the following conditions:

1. Easements are retained for utilities and pedestrian way from Pine Street Ramp to Adams Street across the entire Public Service Way area.
2. Wisconsin Public Service shall be granted an easement for their existing utilities, OR the applicant can work with WPS to have said utilities moved at the owner's expense

<u>Parcels Affected</u>	<u>Owners Name & Mailing Address</u>
11-2 & 12-148	304 North Adams Green Bay, LLC 126 Garrett Street – Suite G Charlottesville, VA 22902



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

March 5, 2019

PREPARED BY

AGENDA ITEM # J.4.

Resolution cancelling certain property taxes.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Finance Committee Packet_parcel 9-23
2. Finance Committee Packet_parcel 9-22
3. Finance Committee Packet_parcel 22-2130
4. Finance Committee Packet_pp26214
5. Finance Committee Packet_pp26810
6. Resolution - Authorizing Cancellation of Personal Property Tax Fin mtg 1-29-19



Office of the City Assessor

DATE: January 9, 2019
TO: Finance Committee
City of Green Bay
FROM: Russ Schwandt
Assessor
RE: Adjustment of 2018 Real Estate Tax Bill

Please be advised that I am recommending that the **2018** tax bill be adjusted for the following real estate parcel:

<u>PARCEL</u>	<u>NAME</u>	<u>ADDRESS</u>
9-23	Cyrus Development Services	1149 Main Street

Reason: Further research indicated that all improvements were razed as of 1/1/2018

The original 2018 real estate assessment was \$146,200. The corrected 2018 real estate assessment is \$48,100. 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 2018	Co-muni code 05 - 231	Municipality CITY OF GREEN BAY	County BROWN																																																																											
2	☒ Real estate parcel no. ☐ Personal property account no. 9-23			Is this parcel in a TID? ☒ No ☐ Yes TID no. 																																																																											
3	Property owner name CYRUS DEVELOPMENT SERVICES LLC			Personal property category (see instructions) 																																																																											
4	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th colspan="4">Real Estate Assessment BEFORE Adjustment</th> <th colspan="4">Assessment AFTER Adjustment</th> <th rowspan="2">(g) Total Assessment Difference (c - f)</th> </tr> <tr> <th>Class</th> <th>(a) Land</th> <th>(b) Improvement</th> <th>(c) Total (a + b)</th> <th>Class</th> <th>(d) Land</th> <th>(e) Improvement</th> <th>(f) Total (d + e)</th> </tr> </thead> <tbody> <tr> <td>2 Com.</td> <td>48,100</td> <td>98,100</td> <td>146,200</td> <td>2 Com.</td> <td>48,100</td> <td>0</td> <td>48,100</td> <td>98,100</td> </tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td>0</td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td>0</td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td>0</td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td>0</td></tr> <tr> <td>Total</td> <td>48,100</td> <td>98,100</td> <td>146,200</td> <td> </td> <td>48,100</td> <td>0</td> <td>48,100</td> <td>98,100</td> </tr> </tbody> </table>								Real Estate Assessment BEFORE Adjustment				Assessment AFTER Adjustment				(g) Total Assessment Difference (c - f)	Class	(a) Land	(b) Improvement	(c) Total (a + b)	Class	(d) Land	(e) Improvement	(f) Total (d + e)	2 Com.	48,100	98,100	146,200	2 Com.	48,100	0	48,100	98,100									0									0									0									0	Total	48,100	98,100	146,200		48,100	0	48,100	98,100
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b.		County BROWN																																																																													
c.1	05 - 5040	Special district GREEN BAY METRO SEWER DISTRICT																																																																													
c.2	 - 	< 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																																																																													
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9 Preparer name KRISTI NORTON	Email KRISTINO@GREENBAYWI.GOV Daytime phone (920) 448-3072
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1/08/19

BROWN COUNTY LAND RECORDS SYSTEM
DISPLAY TAX BILL

13:23:55
LRSPG111

PARCEL NO: 9 -23

BILL NO: 2146334

TAX YEAR: 2018 Enter year and CMD 2 for new year

PROPERTY LOCATION: 1149 MAIN ST

ASSESSED VALUES- LAND: 48,100 IMPROVEMNTS: 98,100 TOTAL: 146,200

FAIR MARKET RATIO: .9436 VALUE: 154,900

TOTAL NET TAX RATE: 23.38 (for current taxes only)

State Credits= School Credit: 268.90 First \$ Credit: 70.00

GROSS TAX: 3,687.70 STATE CREDITS: 338.90 NET TAX: 3,348.80

SPECIALS:

46 BID DISTRICT 439.00

TOTAL SPECIALS: 439.00

TOTAL TAX DUE: 3,787.80 FIRST PAYMENT: 2,113.40 DATE DUE: 1/31/2019
(AFTER L.C.) (AFTER L.C.) LOTT CR.: .00

CMD 1 - Return to previous screen

12/27/18

BROWN COUNTY LAND RECORDS SYSTEM
DISPLAY TAX PAYMENTS

09:42:33
LRSPG112

PARCEL NO: 9 -23

BILL NO: 2146334

TAX YEAR: 2018 Enter year and CMD 2 for new year

DATE	PYMT AMOUNT	TYPE	TRANS	COMMENTS	SPEC CODE	SPEC DATE
12/26/18	3,348.80	GENERAL	413862	BC		
12/26/18	439.00	SPECIAL	413862	BC		

END OF PAYMENTS

ROLL KEYS - Display rest of payments
CMD 1 - Return to previous screen



Office of the City Assessor

DATE: January 9, 2019
TO: Finance Committee
City of Green Bay
FROM: Russ Schwandt
Assessor
RE: Adjustment of 2018 Real Estate Tax Bill

Please be advised that I am recommending that the **2018** tax bill be adjusted for the following real estate parcel:

<u>PARCEL</u>	<u>NAME</u>	<u>ADDRESS</u>
9-22	Cyrus Development Services	1155 Main Street

Reason: Further research indicated that all improvements were razed as of 1/1/2018

The original 2018 real estate assessment was \$133,800. The corrected 2018 real estate assessment is \$32,100. 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 2018	Co-muni code 05 - 231	Municipality CITY OF GREEN BAY	County BROWN																																																																											
2	☒ Real estate parcel no. ☐ Personal property account no. 9-22			Is this parcel in a TID? ☒ No ☐ Yes TID no. 																																																																											
3	Property owner name CYRUS DEVELOPMENT SERVICES LLC			Personal property category (see instructions) 																																																																											
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9 Preparer name KRISTI NORTON	Email KRISTINO@GREENBAYWI.GOV
Daytime phone (920) 448-3072	

12/26/18

BROWN COUNTY LAND RECORDS SYSTEM
DISPLAY TAX BILL

14:58:02
LRSPG111

PARCEL NO: 9 -22

BILL NO: 2146333

TAX YEAR: 2018 Enter year and CMD 2 for new year

PROPERTY LOCATION: 1155 MAIN ST

ASSESSED VALUES- LAND: 32,100 IMPROVEMNTS: 101,700 TOTAL: 133,800

FAIR MARKET RATIO: .9436 VALUE: 141,800

TOTAL NET TAX RATE: 23.38 (for current taxes only)

State Credits= School Credit: 246.10 First \$ Credit: 70.00

GROSS TAX: 3,374.90 STATE CREDITS: 316.10 NET TAX: 3,058.80

SPECIALS:

46 BID DISTRICT 401.00

TOTAL SPECIALS: 401.00

TOTAL TAX DUE: 3,459.80 FIRST PAYMENT: 1,930.40 DATE DUE: 1/31/2019
(AFTER L.C.) (AFTER L.C.) LOTT CR.: .00

CMD 1 - Return to previous screen

1/08/19

BROWN COUNTY LAND RECORDS SYSTEM
DISPLAY TAX PAYMENTS

13:24:29
LRSPG112

PARCEL NO: 9 -22

BILL NO: 2146333

TAX YEAR: 2018 Enter year and CMD 2 for new year

DATE	PYMT AMOUNT	TYPE	TRANS	COMMENTS	SPEC CODE	SPEC DATE
12/26/18	3,058.80	GENERAL	413862	BC		
12/26/18	401.00	SPECIAL	413862	BC		

END OF PAYMENTS

ROLL KEYS - Display rest of payments
CMD 1 - Return to previous screen



Office of the City Assessor

DATE: January 9, 2019
TO: Finance Committee
City of Green Bay
FROM: Russ Schwandt
Assessor
RE: Adjustment of 2018 Real Estate Tax Bill

Please be advised that I am recommending that the **2018** tax bill be adjusted for the following real estate parcel:

<u>PARCEL</u>	<u>NAME</u>	<u>ADDRESS</u>
22-2130	Richard & Rochelle DeJardin	2811 Classic Drive

Reason: The improvements on this parcel were not complete on 1/1/18. The original 2018 assessed value indicated that the improvements were complete.

The original 2018 real estate assessment was \$311,900. The corrected 2018 real estate assessment is \$66,200. 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 2018	Co-muni code 05 - 231	Municipality CITY OF GREEN BAY	County BROWN																																																																											
2	☒ Real estate parcel no. ☐ Personal property account no. 22-2130			Is this parcel in a TID? ☒ No ☐ Yes TID no. 																																																																											
3	Property owner name RICHARD AND ROCHELLE DEJARDIN			Personal property category (see Instructions) 																																																																											
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9 Preparer name KRISTI NORTON	Email KRISTINO@GREENBAYWI.GOV
Daytime phone (920) 448-3072	

12/26/18

BROWN COUNTY LAND RECORDS SYSTEM
DISPLAY TAX BILL

11:25:29
LRSPG111

PARCEL NO: 22-2130

BILL NO: 2134028

TAX YEAR: 2018 Enter year and CMD 2 for new year

PROPERTY LOCATION: 2811 CLASSIC DR

ASSESSED VALUES- LAND: 41,200 IMPROVEMNTS: 270,700 TOTAL: 311,900

FAIR MARKET RATIO: .9436 VALUE: 330,500

TOTAL NET TAX RATE: 23.38 (for current taxes only)

State Credits= School Credit: 573.70 First \$ Credit: 70.00

GROSS TAX: 7,867.30 STATE CREDITS: 643.70 NET TAX: 7,223.60

SPECIALS:

65 RECYCLING/GARBA 60.00 67 GARBAGE CONTAIN 60.00

TOTAL SPECIALS: 120.00

TOTAL TAX DUE: 7,343.60 FIRST PAYMENT: 3,731.80 DATE DUE: 1/31/2019
(AFTER L.C.) (AFTER L.C.) LOTT CR.: .00

CMD 1 - Return to previous screen

1/08/19

BROWN COUNTY LAND RECORDS SYSTEM
DISPLAY TAX PAYMENTS

13:24:52
LRSPG112

PARCEL NO: 22-2130

BILL NO: 2134028

TAX YEAR: 2018 Enter year and CMD 2 for new year

DATE	PYMT AMOUNT	TYPE	TRANS	COMMENTS	SPEC CODE	SPEC DATE
12/31/18	7,223.60	GENERAL	419071	BC		
12/31/18	120.00	SPECIAL	419071	BC		

END OF PAYMENTS

ROLL KEYS - Display rest of payments
CMD 1 - Return to previous screen



Office of the City Assessor

DATE: January 16, 2019
TO: Finance Committee
City of Green Bay
FROM: Russ Schwandt
Assessor
RE: Adjustment of 2017 Personal Property Tax Bill

Please be advised that I am recommending that the **2017** tax bill be adjusted for the following personal property account:

<u>ACCT #</u>	<u>BUSINESS NAME</u>	<u>ADDRESS</u>
26214	Wells Fargo Vendor Financial	2140 Hutson Road

Reason: Two assets of personal property were reported on schedule C to the City of Green Bay that were not located in the City on 1/1/17.

The 2017 assessed value of the personal property on schedule C was \$579,100. The corrected 2017 personal property assessment for schedule C is \$450,700.

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 2017	Co-muni code 05 - 231	Municipality CITY OF GREEN BAY	County BROWN																																																																																																																				
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3	Property owner name WELLS FARGO VENDOR FINANCIAL			Personal property category (see instructions) 2 Machinery Tools and Patterns																																																																																																																				
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9 Preparer name KRISTI NORTON	Email KRISTINO@GREENBAYWI.GOV Daytime phone (920) 448-3072
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Check Number: 6303

Check Date: 12/15/2017

REMITTANCE ADVICE - CUSTOMER COPY

Payee Name: Brown County Treasurer

Check Amount: \$18,884.20

Invoice No: WBN4431

Tax Year: 2017

County: Brown

State: WI

Document Name: Payment Package Description: 17-009221 CORPCD: WBN

Tran	Tax Bill #	Tax Amount	Interest	Penalty	Misc	Net Amount
1	25284	\$1,859.30	\$0.00	\$0.00	\$0.00	\$1,859.30
2	25285	\$47.80	\$0.00	\$0.00	\$0.00	\$47.80
3	25286	\$16,753.90	\$0.00	\$0.00	\$0.00	\$16,753.90
4	25287	\$223.20	\$0.00	\$0.00	\$0.00	\$223.20

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW. DO NOT CASH IF NOT PRESENT.

Wells Fargo Equipment Finance
10 S Wacker Dr
Chicago, IL 60606



Wells Fargo Bank, N.A.
wellsfargo.com

6303
11-24-2017

Date: December 15, 2017

Pay Amount: ***\$18,884.20***

Pay *** Eighteen Thousand Eight Hundred Eighty Four and 20/100 ***

To The Order Of

Brown County Treasurer
Attn. Collector's Office
PO BOX 23600
Green Bay, WI 54305-3600

Void after 180 days

David Calk

6303 1210002481

4032827057

26214 CT Bill # 435601
WELLS FARGO VENDOR
FINANCIAL SERV LLC
PO BOX 36200
BILLINGS MT 59107-6200



Office of the City Assessor

DATE: January 23, 2019

TO: Finance Committee
City of Green Bay

FROM: Russ Schwandt
Assessor

RE: Adjustment of **2018** Personal Property Tax Bill

Please be advised that I am recommending that the **2018** tax bill be adjusted for the following personal property account:

<u>ACCT #</u>	<u>BUSINESS NAME</u>	<u>ADDRESS</u>
26810	Décor Consignment	1203 W. Mason Street

Reason: The owner reported items that were in the store on consignment as personal property. Items that are subject to resale should not be reported as personal property.

The 2018 assessed value of the personal property was \$52,100.
The corrected 2018 personal property assessment is \$5,700.

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.

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Daytime phone (920) 448-3072	

1/23/19 BROWN COUNTY LAND RECORDS SYSTEM 11:20:19
Acct No: 26810 PERSONAL PROPERTY INQUIRY SCREEN PRPPG003
Business Name: DECOR CONSIGNMENT LLC
Owner Name: DECOR CONSIGNMENT LLC
Business Loc: 1203 W MASON ST
Mailing DECOR CONSIGNMENT LLC
Address:

1203 W MASON ST
GREEN BAY

WI 54303 - 0000

Neighbor Hood:
SIC Code: 0000
Doomage Value:

District: CT Tif Dist: 000 State Assessed: N
School Dist: 2289 San Dist: 504 Spec Tax Dist: 00 00 00

VALUATION INFO:

Code Description	Amount	Code Description	Amount
3-- FURNITURE, FIXTUR	52,100		
4A ALL OTHER PERSONA	400		
00 * END OF RECORDS			

OCCUPATION/MISC CHARGES:

Code Description	Amount	Code Description	Amount
* END OF RECORDS			

Cmd 2 - View Tax Bill Info

Cmd 1 - Return To Previous Screen

"+" - Rollup Key To View Addtl Info

1/23/19

BROWN COUNTY LAND RECORDS SYSTEM
PERSONAL PROPERTY INQUIRY SCREEN

10:15:06
PRPPG003

Acct No: 26810

District: CT

Business Name: DECOR CONSIGNMENT LLC

Bill No: 534525

Assessed Value:

52,500 Fair Mrkt:

55,600

Tax Year: 2018

			General Tax	Occ/Misc Chrgs
Gross Tax:	1,324.20	Due:	1,227.60	.00
Credit Amt:	96.60	Paid:	1,227.60	.00
Net Tax Amt:	1,227.60	Outstanding:	.00	.00

PAYMENTS:

Date	Pymt Type	Amount	Void Date	Batch	Trans No	Comments
-1/23/2019	REGULAR	1,227.60		BC	430934	PNP-1-17-19
** END **						

Cmd 1 - Return To Previous Screen

**RESOLUTION AUTHORIZING CANCELLATION
OF 2019 PERSONAL PROPERTY TAXES**

MARCH 5, 2019

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

That, pursuant to the recommendation of the Finance Committee at its meeting of January 29, 2019, the real estate and personal property taxes for the following parcel and account numbers are hereby cancelled.

		<u>Parcel</u>	<u>Amount</u>
RE	2018	9-23	\$2,294.01
RE	2018	9-22	\$2,378.16
RE	2018	22-2130	\$5,745.55
		<u>Account</u>	
PP	2017	26214	\$2,925.61
PP	2018	26810	\$1,085.00

Adopted _____

Approved _____

Mayor

Clerk

**PRELIMINARY RESOLUTION DECLARING INTENT
TO EXERCISE SPECIAL ASSESSMENT POWERS
UNDER SECTION 66.0703, WISCONSIN STATUTES**

March 5, 2019

CONCRETE PAVEMENT

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

1. The Common Council hereby declares its intention to exercise its police powers under Section 66.0703, Wisconsin Statutes, and levy special assessments upon property fronting or abutting the streets hereinafter enumerated for the installation of CONCRETE PAVEMENT on said streets:

WEBSTER AVENUE N. – East River to Radisson Street

2. Said public improvement shall include the grading of these streets to the grade established therefore by City ordinance as recorded in the Office of the City Clerk, placing concrete pavement on said streets, with integral curb on both sides in accordance with the City of Green Bay Standard Specifications and Construction Standards for Public Works Construction.
3. The total amount assessed against all parcels in the project shall not exceed the total cost of the improvement.
4. The assessments against any parcel may be paid in cash within thirty (30) days of the date of billing or in five (5) annual installments with interest thereon at four and one-half percent (4.5%) per annum.
5. The improvements contemplated in this resolution shall constitute an exercise of the police powers of the Common Council under Section 66.0703(5)(d), Wisconsin Statutes.
6. The Director of Public Works is directed to prepare a report in accordance with Section 66.0703(5), Wisconsin Statutes.
7. Upon receiving the report, the City Clerk shall give to the property owners notice of a public hearing on such report as specified in Section 66.0703(7)(a), Wisconsin Statutes, to be held before the Improvement & Services Committee in the City Hall at such times as set by the City Clerk.

Adopted _____, 2019

Approved _____, 2019

Mayor

ATTEST:

City Clerk

jld

**RESOLUTION REGARDING VACATION OF
UNIMPROVED PORTION OF RIGHT-OF-WAY
NORTH OF DECKNER AVENUE
(SV 18-03)**

March 5, 2019

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

That, based on the request for vacation filed heretofore, the report of the Plan Commission, and the public hearing held on the matter, it appears to be in the public interest that the portion of the unimproved right-of-way North of Deckner Avenue, in the City of Green Bay, described on the attachment hereto, be, and the same is hereby, vacated, abandoned, and discontinued, subject to the following condition:

1. Wisconsin Public Service does not require an easement for the light pole facilities in this area as long as they can have access to the property to maintain/replace the facilities. If the vacation of the street prevents WPS from maintaining or replacing the facilities, they will be removed.

BE IT FURTHER RESOLVED that the City Clerk shall cause a certified copy of this resolution to be filed with the Register of Deeds for Brown County, Wisconsin.

Adopted _____

Approved _____

Mayor

Clerk

SH
Attachments (map and legal description)

DESCRIPTION OF RIGHT-OF-WAY TO BE VACATED
(NORTH OF DECKNER AVENUE)

Being all of an unnamed street as platted between Lots 37 and 38 of Newberry's Addition to the City of Green Bay, Subdivision No.2, also being a part of Certified Survey Map No. 1256, all being located in the Government Lot 3 of Section 31, Township 24 North, Range 21 East, City of Green Bay, East side of Fox River, Brown County, Wisconsin, more particularly described as follows:

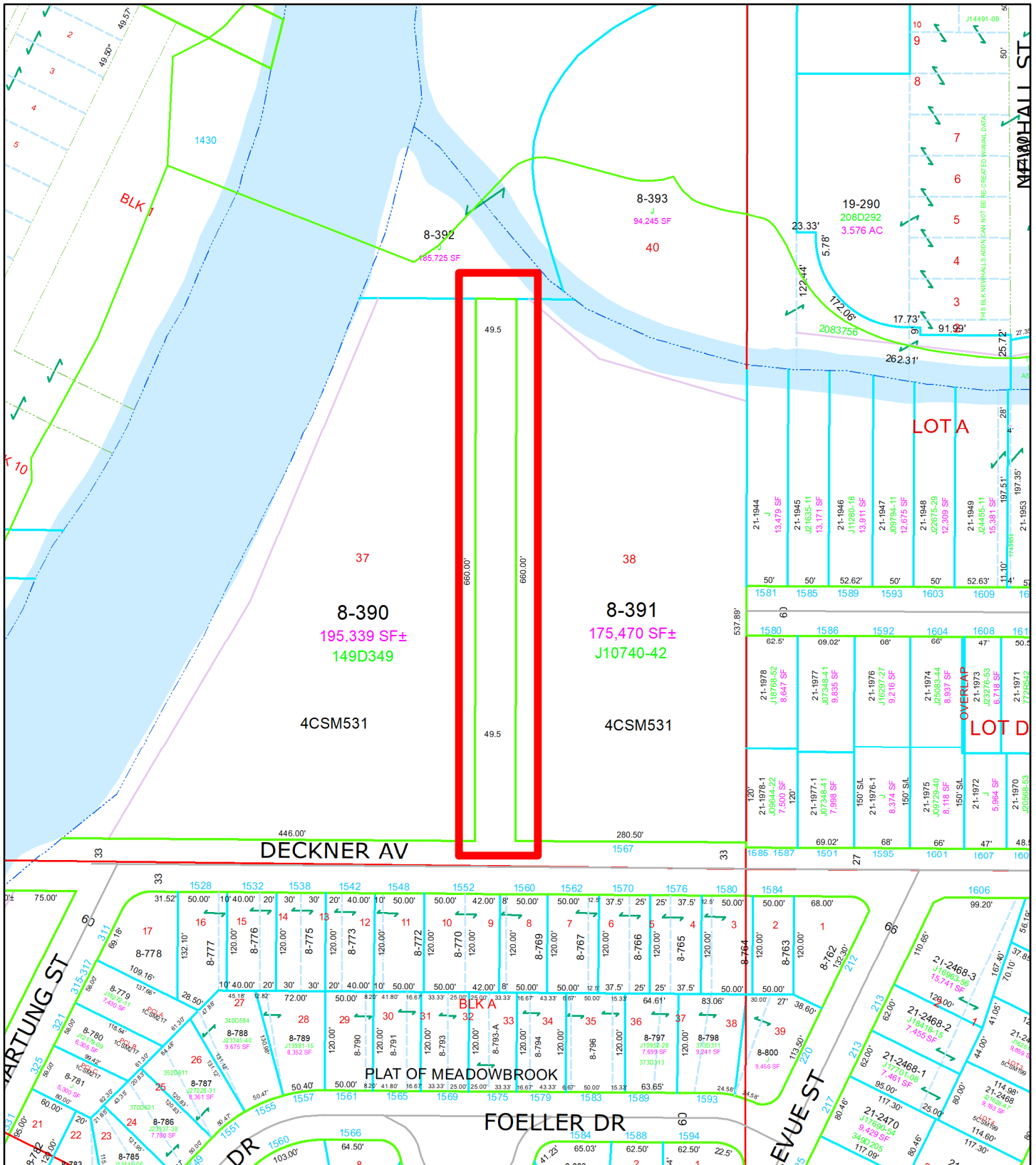
Commencing at the Southeast corner of Section 31, Township 24 North, Range 21 East;
Thence N 00°05'53"E along the East line of said Section 31, 33.12 feet to the Southeast corner of Lot 38 of Newberry's Addition to the City of Green Bay, said point being on the North right-of-way line of Deckner Avenue;
Thence N 89°38'41 "W along the South line of said Lot 38 and said North right-of-way line, 280.67 feet to the Southwest corner of said Lot 38 and the point of beginning (POB) of the parcel to be described; Thence N 89°38'41"W along said North right-of-way line of Deckner Avenue, 49.50 feet to the Southeast corner of Lot 37 of said Newberry's Addition;
Thence N 00°05'53"E along the East line of said Lot 37, 660.02 feet to the Northeast corner thereof;
Thence S 89°40'58"E, 49.50 feet to the Northwest corner of Lot 38 of said Newberry's Addition; Thence S 00°05'53"W along the West line of said Lot 38, 660.06 feet to the point of beginning.

Containing: 32,672 Square Feet-0.750 Acres

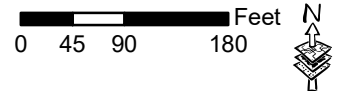
It is the intent that all of the described property to be attached to and become part of Tax Parcel Number 8-391

Affected Parcel
8-390 & 8-391

Affected Parcel Owner Name & Mailing Address
Michael Stangel
GBAPSD
200 S Broadway
Green Bay, WI 54303



**(SV 18-03) Street Vacation
Right-of-Way near Deckner Avenue
by Sullivan Elementary**



This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. SJH October 2018
31 Oct 2018 X:\Planning\City\DATA_GIS\CityActions\ST_VACSV 18-.mxd

Proposed Vacation Areas



Report to the
Protection and Policy Committee
of the City of Green Bay

MEETING DATE

March 5, 2019

PREPARED BY

AGENDA ITEM # K.I.

To grant an available "Class B" Combination license to Zach's Action Pit Billiards Arena LLC at 1730 S. Ashland Ave. with a licensed premise description as "1st floor only-bar restaurant area, kitchen and back storage room," with the approval of the proper authorities. (Previously discussed at the January 7 Protection & Policy meeting & filed with the Clerk's Office on 12/12/2018).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. floor plan
2. zach's action application
3. business security plan
4. MORATORIUM-FORTHOWARD

A CHARTER ORDINANCE
AMENDING SECTION 11 OF THE ORIGINAL
CONSOLIDATION OR ANNEXATION ORDINANCE
DATED MARCH 9 AND 11, 1895, BETWEEN
THE CITY OF FORT HOWARD AND
THE CITY OF GREEN BAY AND
THE SUBORDINANCE ADOPTED IN 1905

WHEREAS, in 1895 Section 11 of the original consolidation or annexation ordinance between the City of Fort Howard and the City of Green Bay prohibited "saloons" in the City of Fort Howard, except for a certain area from the Fox River to Broadway. The vote passed and, thereafter, the two cities consolidated into what is now known as the City of Green Bay. In 1905 the original ordinance was amended but retained the essential prohibition of no "saloons"; and

WHEREAS, on December 7, 2004, the Common Council voted unanimously to pose a referendum that would amend the liquor prohibition in the west side area (formerly the City of Fort Howard) as follows:

Shall that area west of Broadway, formerly known as the City of Fort Howard prior to its consolidation with the City of Green Bay, allow alcoholic beverage licenses for hotels and restaurants in Business Districts and Industrial Districts only?

and

WHEREAS, a referendum vote will be held on April 5, 2004, in that area formerly known as the City of Fort Howard.

NOW, THEREFORE, THE MAYOR AND THE COMMON COUNCIL OF THE CITY OF GREEN BAY DO ORDAIN AS FOLLOWS:

SECTION 1. Upon passage of the referendum, the original liquor prohibition area west of Broadway is amended to allow alcoholic beverage licenses for hotels and restaurants in Business Districts and Industrial Districts only.

SECTION 2. All other ordinances not in conformity with this ordinance are hereby repealed.

SECTION 3. This ordinance shall not take effect until 60 days after its passage and publication as provided by §66.0101(5), Wis. Stats.

Dated at Green Bay, Wisconsin, this 15th day of March, 2005.

APPROVED:

Mayor

ATTEST:

Clerk

bc

02/15/05



Report to the
Protection and Policy Committee
of the City of Green Bay

MEETING DATE

March 5, 2019

PREPARED BY

AGENDA ITEM # K.2.

To refer to staff the request by Ald. VanderLeest stating: "Any vehicle stolen in City of Green Bay, Wisc. that the Green Bay Police Department recovers, the person owning the car or truck pays towing fee related to the vehicle. Fee paid to the City of Green Bay Police Dept. I do not recommend any fine imposed on the person who vehicle was stolen."

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. sharpescans@greenbaywi.gov_20190219_173023



**BROWN COUNTY
BOARD OF SUPERVISORS
COURT HOUSE
GREEN BAY, WISCONSIN**

*Fate
Communication*

City of Green Bay
~~BROWN COUNTY BOARD OF SUPERVISORS~~

Meeting Date: Feb 18, 19.

Agenda No. : st. abb. Legal.

Motion from the Floor

~~I make the following motion:~~ Any Vehicle stolen
in City of Green Bay Wis., that the ~~city~~
Green Bay Police Dept. recovers, the
person owning the car ^{or truck} pays towing fee
related to the Vehicle. fee paid to City
of Green Bay Police Dept. I do not recommend
any fine imposed on the person who ~~the~~ vehicle
was stolen.

Signed: John VanderWeest

District No.: 11. city.

(Please deliver to the County Clerk after the motion is made for recording into the minutes.)



Report to the
Protection and Policy Committee
of the City of Green Bay

MEETING DATE

March 5, 2019

PREPARED BY

AGENDA ITEM # K.3.

To receive and place on file the Liquor Violation Report from the Police Department for February 25, 2019.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. I9LiqVioForm
2. I8LiqVio
3. Report February 25 2019

**REPORT OF THE PROTECTION AND POLICY COMMITTEE
GRANTING OPERATOR LICENSES**

March 5, 2019

The Protection and Policy Committee wishes to request that the following applications for Operator Licenses be granted. Stipulations placed on licenses shall continue to be in effect.

OPERATOR LICENSES

Bargman, Leah A
Becker, Adam C
Bozych, Amanda R
Dryer, Kyle R
Ellsworth, Charity A
Fernandez, Maria
Foxx, Raven J
Jensen, La Maun A
Kendall, Shayna M
Lakes, Joejo J
Moes, Brian J
Nowak, Lori L
Peterson, Amanda A
Prichard, Gaven L
Ramos, Savannah R
Satterlee, Ashley S
Sundberg, Cari L
Van Price, Holly N



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

March 5, 2019

PREPARED BY

AGENDA ITEM # M.I.

To receive and place on file request by Ald. Steuer on the review of parking policies near the Brown County Courthouse, and have staff make an offer to Brown County for parking alternatives.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

March 5, 2019

PREPARED BY

AGENDA ITEM # M.2.

To approve the motion by Ald. Wery to direct staff to contact WisDOT regarding future repairs/upgrades to Shawano Avenue from Ashland to Oneida to add this section of roadway to the WisDOT 6-year program.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

March 5, 2019

PREPARED BY

AGENDA ITEM # M.3.

To receive and place on file request by Ald. Wery that the City take ownership and/or maintenance of the drainage pond serving Hannah Street.

BACKGROUND

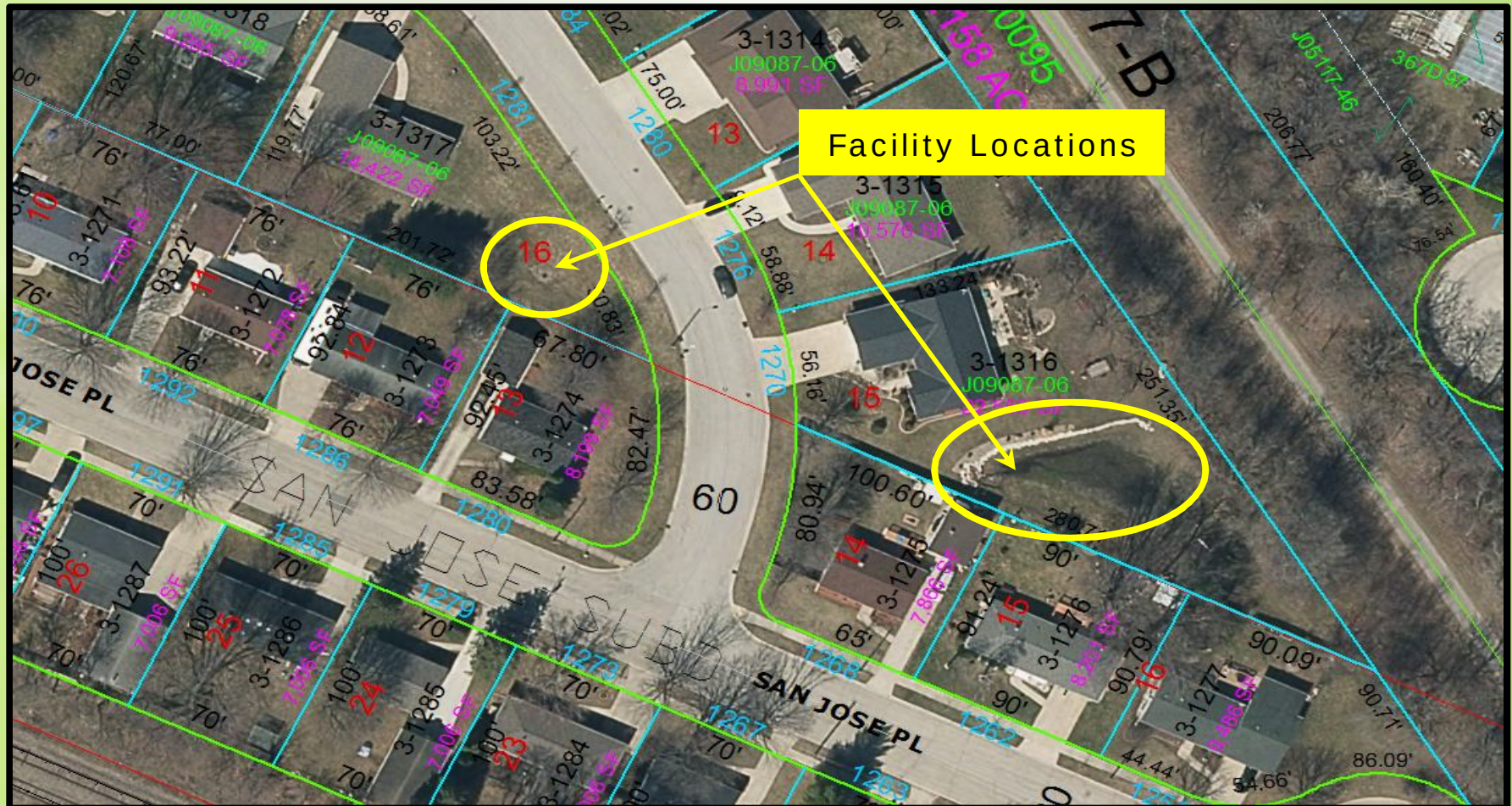
RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Hannah Heights Platten Place Storm Water Facility

Hannah Heights/Platten Place Storm Water Facility





Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

March 5, 2019

PREPARED BY

AGENDA ITEM # M.4.

To hold the Department of Public Works Capital Improvement Program for 2019.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

March 5, 2019

PREPARED BY

AGENDA ITEM # M.5.

To forward to Common Council with no recommendation on the review and award of the contract ELEVATOR MODERNIZATION GREEN BAY CITY HALL - REBID.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Bid Summary - Public ELEVATOR MODERNIZATION GREEN BAY CITY HALL - REBID

CITY OF GREEN BAY, WISCONSIN
SUMMARY OF BIDS FOR CONTRACT

ELEVATOR MODERNIZATION GREEN BAY CITY HALL - REBID

Tuesday, January 22, 2019

Contractor	Base Bid	Alt 1	Alt 2	Alt 3	Bid Bond
ZEISE CONSTRUCTION CO., INC.	\$833,595	\$26,950	\$11,700	\$30,100	5%
Any questions, call 920-448-3100					



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

March 5, 2019

PREPARED BY

AGENDA ITEM # M.6.

To approve application for Tree & Brush Trimmer License by Best Stump Grinding.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

March 5, 2019

PREPARED BY

Kevin J. Vonck, CED Director

AGENDA ITEM # N.I.

INFORMATIONAL: To proceed as directed in closed session regarding purchase of property at 227 N. Quincy St., 221 N. Quincy St., 624-626 Pine St., 618 Pine St., 616 Pine St., and 605 Cherry St. (Tax Parcels 11-156, 11-157, 11-158, 11-159, 11-160, and 11-191).

The Council 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 Council may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

BACKGROUND

To be discussed at meeting.

RECOMMENDATION

Authorize staff to conduct all actions necessary to purchase real property at 227 N. Quincy St., 221 N. Quincy St., 624-626 Pine St., 618 Pine St., 616 Pine St., and 605 Cherry St. (Tax Parcels 11-156, 11-157, 11-158, 11-159, 11-160, and 11-191).

FISCAL IMPACT

To be discussed at meeting.

ATTACHMENTS

None



Report to the Green Bay Plan Commission

MEETING DATE

March 5, 2019

PREPARED BY

Paul Neumeyer, Staff

AGENDA ITEM # O.I.

To authorize a Conditional Use Permit (CUP) for a shelter facility in an Office/Residential (OR) District located at 430 South Clay Street, subject to the following conditions:

- a. A maximum capacity of 46 individual residents within the shelter facility. Any increase in residents will require Plan Commission and Common Council approval.
- b. If the shelter facility use at 430 South Clay Street is discontinued, the operation is dissolved, or if the Transformation House no longer operates/manages the facility, the use shall terminate immediately. The use/operation shall not be renewed or reestablished without the Plan Commission and City Council review and approval.
- c. At the discretion of the Common Council, Plan Commission, or the Development Director a review may be required by the Plan Commission and Common Council to ensure compliance with this conditional use permit and identify any areas of concerns with the shelter facility, but not limited to:
 1. Police calls and other documented safety concerns.
 2. Inadequate facilities.
- d. A mandatory background check for all residents is required. Sex offenders required to register under §301.45, Wis. Stats., are prohibited from any stay at the facility.
- e. Conformance with the operating plan submitted by the applicant.
- f. Compliance with all other regulations of the Green Bay Municipal Code.
- g. A site plan be reviewed and approved by the Community Development Review Team (CDRT).
- h. Tax Parcels 14-882 and 14-876 be combined into one parcel.
- i. The facility may conduct activities to serve residents and may occasionally conduct neighborhood outreach events on site but, shall not conduct an ongoing soup kitchen.
- j. The applicant shall submit a safety and security plan that includes exterior recording cameras, landscaping and lighting approved by the Green Bay Police Department.
- k. The Chief Building Official shall inspect the subject property for compliance with applicable building codes.

BACKGROUND

Reason for Request: To authorize a Conditional Use Permit (CUP) to allow for a shelter facility.

Surrounding Zoning and Land Uses:

Subject Property: Office/Residential (OR) – vacant-former nursing home

North: Office/Residential (OR) Off-street parking

South: Office/Residential (OR) Single-family uses

East: Low Density Residential (RI) Single-family uses

West: Office/Residential (OR) Multi-family uses

Comprehensive Plan: The 2022 Smart Growth Plan designates this area as High Intensity Retail, Office and Housing (HIROH).

Consistency Analysis: While Ch. 66.1001 Wis. Stats. does not specifically require conditional uses to meet the consistency requirement; the proposed Conditional Use Permit is consistent with the current zoning of

the property.

Report: The Common Council, on Monday, February 18, 2019, at the request of Ald. Bill Galvin, this request is being referred back to the Plan Commission due to the following concerns expressed by Ald. B. Galvin:

1. The details of past police calls related to the Transformation House and if there is a connection with management.
2. Potential lack of on-site parking, the site currently has 12 parking spaces for 46 individuals and staff.
3. In addition to proposed background checks and random drug/alcohol screening, Ald. B. Galvin would like background checks on a daily basis similar to St. Johns Homeless Shelter required in the Conditional Use Permit (CUP) or the operating plan for the Transformation House.
4. Potential lack of proper landscaping and outdoor lighting.
5. Outside security cameras that keep of record of outdoor activity shall be installed.

The following is from the staff report from Monday, February 11, 2019:

The Transformation House plans to convert 430 South Clay Street from a vacant nursing home into a shelter to provide a residence for individuals seeking housing as part of the Transformation House. A total of 46 residents are proposed with both a day and night manager on site. A narrative from the applicant is attached within this agenda packet.

The Transformation House, formerly operated a shelter facility, at 436 South Jefferson Street and had been operating there for approximately six (6) years starting in 2012 until last year. Previously, a Conditional Use Approval (CUP) was granted for a room and boarding house at 311 South Jefferson Street which failed to open. The Transformation House currently has office and programming services at 610 South Broadway. It is staff's understanding that the uses on South Broadway will be incorporated to the shelter use at 430 South Clay Street.

The existing structure at 430 South Clay Street is a three-story brick structure built in 1927 and the nursing home use ending late last year. The lot is approximately 19,079 sq. ft. /0.44 acre lot with an adjoining lot with approximately 4400 sq. ft. or 0.10 acre lot that contains parking for the former nursing home.

The applicant has consulted with an architect regarding building code compliance and documentation has been provided within this agenda packet. The use of communal living arrangements for four or more people is permitted with a CUP and must meet minimum criteria that includes the ability to provide parking, no more than four unrelated individuals may share a room (minimum 50 sq. ft. per person), one bath and restroom be provided per every eight individuals, one kitchen area, one laundry facility and a 600 sq. ft. common area be provided for at least 12 individuals.

Staff did require the applicant to conduct an informational meeting with immediate neighbors. This meeting was conducted on Tuesday, January 15, 2019, and nine individuals from the neighborhood attended.

Staff is recommending approval of the request with conditions. Ald. B. Galvin, the Navarino Neighborhood Association and adjacent property owners within 200 ft. of the subject area have been noticed of the request. As of the drafting of this report, staff has received two inquires with concerns regarding the request and one text message in opposition, see attached.

RECOMMENDATION

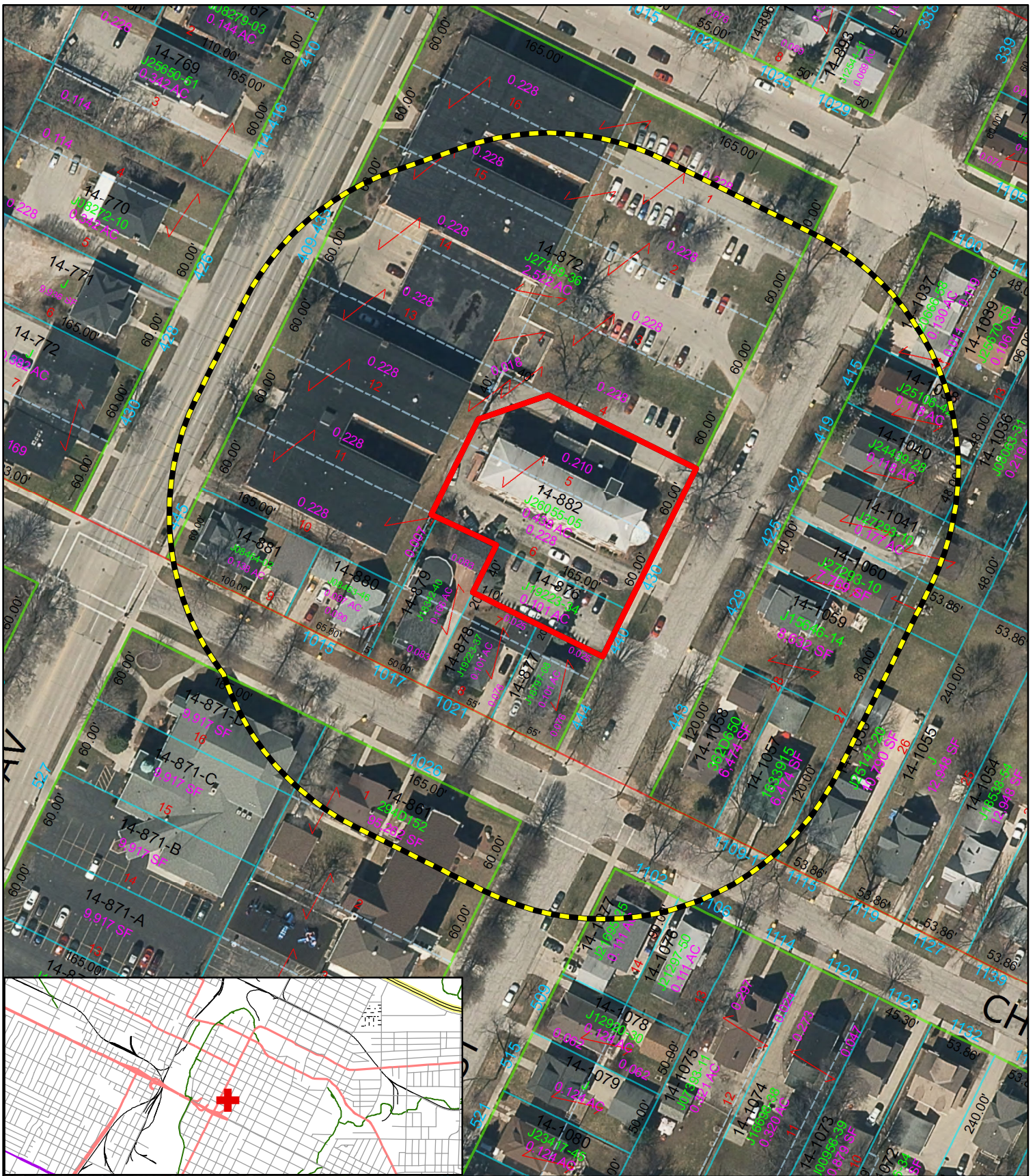
Approval of the request, subject to:

- a. A maximum capacity of 46 individual residents within the shelter facility. Any increase in residents will require Plan Commission and Common Council approval.
- b. If the shelter facility use at 430 South Clay Street is discontinued, the operation is dissolved, or if the Transformation House no longer operates/manages the facility, the use shall terminate immediately. The use/operation shall not be renewed or reestablished without the Plan Commission and City Council review and approval.
- c. At the discretion of the Common Council, Plan Commission, or the Development Director a review may be required by the Plan Commission and Common Council to ensure compliance with this conditional use permit and identify any areas of concerns with the rooming & boarding house but not limited to:
 1. Police calls and other documented safety concerns.
 2. Inadequate facilities.
- d. A mandatory background check for all residents is required. Sex offenders required to register under §301.45, Wis. Stats., are prohibited from any stay at the facility.
- e. Conformance with the operating plan submitted by the applicant.
- f. Compliance with all other regulations of the Green Bay Municipal Code.
- g. A site plan be reviewed and approved by the Community Development Review Team (CDRT).
- h. Tax Parcels 14-882 and 14-876 be combined into one parcel.

FISCAL IMPACT

ATTACHMENTS

1. ZP 18-37 letter
2. Transformation Proposal
3. perform letter 1.30.19
4. Larry Gille -Reformatted Text
5. 430 s. Clay frye



- Subject Area
- 200' Property Owner Notice



0 5,000 10,000
Feet

Zoning Petition (ZP 18-37)
Proposed Conditional Use Permit (CUP) -
430 South Clay Street

This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied.
Map prepared by PN

Transformation House Inc.

Proposal

Manuelus Reacco

11/12/2018

Encouraging “men to be men”; by providing them with shelter at a reduced/affordable rate while nurturing their Spiritual, Personal, Educational, and Social Development.

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WHAT IS TRANSFORMATION HOUSE INC.

Mission Statement

Encouraging "men to be men"; by providing them with shelter at a reduced/affordable rate while nurturing their Spiritual, Personal, Educational, and Social Development.

Purpose

Transformation House Inc. is dedicated to helping men with emergency and transitional housing needs. Transformation House Inc. is supported by Faith Tabernacle Outreach Ministries, in the Green Bay, WI area and seeks to meet the needs of the whole person, including the physical, emotional, and spiritual dimensions of their lives.

We offer temporary, transitional housing, counseling, job search assistance, specialized seminars, linkage with churches and social services, and other such assistance as needed by our clients.

Our primary purpose is to empower men to retain their independence. We will admit only those men that agree to participate in a program designed to assist them in resolving their present situation. We will allow them to remain only so long as they continue to make steady progress toward that goal.

We recognize that the Church community can provide a network of assistance for the homeless, and we encourage participation between both parties, particularly as it relates to the spiritual growth of the client.

Because we believe that God is deeply concerned with redemption, we encourage (without requiring) individuals to consider Jesus Christ as Lord of their lives, and to participate in Church attendance and on-site Bible studies provided by local Churches.

Transformation House Inc. will not accept funding from any source that demands or otherwise expects the curtailment of the free exercise of its spiritual programs and purposes. Transformation House will not incur any financial liabilities beyond its assets or its ability to repay in a timely and secure manner.

Conviction:

Further the Kingdom of God by reaching out to the poor, the addicted, the hurting, the homeless, the displaced, and the "unwanted" with the message of success in Life through Jesus Christ.

Target:

To evangelize the unchurched, and the unreached in Green Bay who would normally not respond to a traditional church or traditional witness of Jesus Christ. With a strong emphasis, on the working poor.

Goal:

1. Teach that there is victory over current circumstances in life through a committed relationship with Jesus Christ.
2. Train people to look beyond the horizon of possibility in their life, and make powerful commitments for change.
3. Redevelop positive self image in those that are hurting.
4. Watch people move from governmental assistance reliance and dependency towards self reliance and God dependency.

Method:

1. Transformation House Inc. is a managed housing project and life skills training ground for men
2. Soup Kitchen: Hot meal program and point of contact for relational witnessing
3. Food Pantry: Community residents can get free bags of groceries
3. Community Closet: Free clothing, house wares, emergency pantry, and personal hygiene items.
4. TADA (Transformation of Alcoholic and Drug Abusers): Christian recovery group
5. Life support: Individual counseling for emotional problems, financial counseling, money management, job/ business skills, etc.

PROGRAM OVERVIEW

Objectives of the Program

The case management program is the primary method whereby Transformation House Inc. achieves its fundamental goal of helping men find solutions to their current situation, make contact with the church community, and address critical issues that affect their physical, emotional, and spiritual well-being.

Client Management

- Enable clients to identify key problems that have caused their current situation
- Help client create manageable goals that will result in a successful transition to a normal lifestyle with a steady stream of income and housing.
- Help client break goals down into manageable steps
- Monitor clients progress, give encouragement, create accountability, motivate
- Work with other case managers to identify & problem areas and possible solutions
- Assist the client's contact and progress with programs that promote their physical,

emotional, and spiritual well-being.

Staffing

Staffing is the process of meeting with other staff, program personnel, and key volunteers to determine the effectiveness of the program as it relates to specific client cases. Some of the objectives of the staffing process include:

- Keep confidentiality of personal client information
- Assess effectiveness of case management
- Resolve conflicts that arise between the client and the program or staff
- Promote solutions to difficult problems
- Become informed about community resources; their availability and ongoing changes.

RESIDENT ASSESSMENT

Purpose

There must be a way to accurately assess an individual coming into our program if we are going to effectively enable them to regain their independence from homelessness.

We must know when to allow people the freedom to work out their problems in their own way, and when to judiciously apply pressure to help keep them on a track that will enable them to leave our House successfully. We must also have a clear idea about what 'success' means for different individuals who have different needs.

There must be a way to not only assess the individual, but to identify which tasks will enable them to achieve success, and a way to measure their progress in accomplishing these tasks.

And finally, because different case managers will be working with a client, there must be a way to reflect the individual's progress at a given point in time. In this way, our case management will be consistent and cohesive, and the individual will be less confused or be less able to play staff against each other.

There are four factors in client assessment that will help us to clarify an individual's current level of performance, and the appropriate steps that should be taken in order to help them achieve their independence:

- An accurate description of their level of self-management.
- The indicators that will help verify that description.
- The tasks that is appropriate for that level of self-management.
- The desired or expected outcomes that the achievement of the tasks should accomplish.

Description of the level of self-management

Each level can be defined by the ability of the individual to manage their ability to regain their freedom from homelessness.

There are those who are highly motivated and who only need our support while they work on achieving their goals. At the other extreme are those who are unwilling to take responsibility for their situation. In between are those who need some management and those who for a number of reasons are unable to manage their lives.

It would be counter-productive to try to manage someone at an inappropriate level. The highly motivated will feel too restricted and may leave the program because they did not have enough

support and freedom to finish their tasks. On the other hand, the highly unmotivated will create havoc until they are carefully managed on a strict level of accountability.

For all practical purposes, we will use the following procedure in initially assigning a level to an incoming client:

- All clients are assumed to be at level two when they complete their intake
- If there is an indication of a history of drug use, they will be initially placed at level three.
- If there is an indication of unwillingness to take responsibility for their goals, or if there is clear evidence of current or ongoing substance abuse, then the person will be assessed at level four and will not be permitted to enter the program until they have met appropriate criteria.
- While some may appear to be at level one, it will still be necessary to assess them at level two until after they have been in the program for at least two weeks and have been case managed and had an initial assessment with a counselor. This should be done in an encouraging manner, however, with the assurance that after the initial period they may be given more latitude.

Indicators

There are indicators that help identify a person's level of personal accountability and ability to manage their own goals.

Since our program is designed around the needs of the homeless, some are obvious if they are to have independent lives:

- Does the client have a dependable stream of income that is adequate to meet their needs? Is the client willing to obtain a dependable stream of income?
- Is the client employable? Do they have a good or fair record of employment?
- Will the client have problems renting a house or apartment? Will they have a problem with a referral from a previous landlord or utility company?
- Does the client have a good or fair credit history or financial record? Can they

- successfully pass a credit check? What is the size of their personal debt?
- Has the client had a previous problem with substance abuse? If so, have they addressed it in a clear and responsible manner?
- Does the client have problems with health or mental health? Are they receiving appropriate treatment for their condition?
- Why are they here? Is there a chronic problem that has caused their current situation? Can our program address it? Is the client willing to address it in our program?

These are indicators that will help us to determine what tasks need to be accomplished if the client is to be successful.

Tasks

What will the client have to do in order to leave our House successfully? Some tasks need to be accomplished by all clients.

- They must find an adequate stream of income, whether it is a job or a grant or a combination of several sources of income (job, education grant, etc.).
- They must find adequate housing within their means of income. Those with certain disabilities might be able to apply for Section VIII housing or other forms of assisted living. Some will have to find an apartment that will address special needs such as handicaps or accessibility to convenient transportation and schools
- They may have issues that need to be resolved by counseling. All clients will have an initial assessment by a counselor. Those who are willing or who have serious problems will be able to continue counseling at the House and even after they leave.
- They may have health issues that need to be resolved. They will have to attend a weekly house meeting.
- All clients will have to attend a weekly case management session that will help them set and keep personal goals.
- All clients will be required to open a savings account, and will have to verify the status of that account at each case management session.
- All clients of course will have to keep their rooms presentable and will have to do an additional daily chore around the House. Inspection scores will be part of their ongoing case management file.

Some tasks will depend upon the level of the client, such as:

- Drug testing will be required whenever there are substance abuse issues. Those who have had problems in the past, or whose behavior indicates the possibility of substance abuse will be subject to random drug tests. Those who are in a drug or alcohol treatment program will have to supply a release of information to their case managers and counselors so that the results of their drug tests can be verified.
- Group sessions that are designed around a specific need will be required whenever a client has indicated a need for that particular group. Some groups would include, 12-step substance abuse groups, abused men or women's group, anger

management, financial solutions, etc. Parents with children will be required to attend a parenting group.

- Counseling will be available or even required of clients who have demonstrated a need that should be addressed by a counselor, such as marriage problems, abuse issues, uncontrollable anger, family counseling, etc.
- Special tasks as required by the client's situation, such as auto registration, securing identity, birth certificates, job training, education, etc.

Outcomes

Defining success is simple in most cases: The client is able to leave the House with an adequate job or stream-of-income and an adequate place to live. We can however attain a measure of success at all levels, even with those who are in the process of failing.

Levels 1 and 2

Even where the client has had to struggle to overcome problems, the ultimate outcome is that they find housing with adequate income to support it. Even more important, however, is that the client be able to maintain that independence and not fall back into cycles of negative behaviors. Additional measures of success that should be included in the client's goals are:

- *Resolution of any chronic problems that contributed to their current situation.* An example would be unmanageable debt that caused the client to fail because of garnisheed wages, escalation of interest, etc. In this example, the client should also leave the House with a plan through Consumer Credit Counseling to consolidate their bills and repay them at an agreed-upon level that will allow them to manage at their level of income.
- *Linkage with ongoing support groups.* Families who are successfully linked up with a church seems to do better. They have a larger support group to help them with real problems and encourage them to overcome other chronic problems. Another type of ongoing support might be a 12-step group either at the House or in the community.
- *Continuing processes that remain uncompleted.* For example, some clients have issues that need follow-up. It may have taken them years to sink into their condition, and it may take awhile for them to work out the details of their hard-won freedom. The client should be encouraged to follow through with any processes that have begun, either through our continuing counseling program, or through other means.

*Level 3 * Unable to manage their lives...*

- Many are homeless because they simply do not have the ability to live independently. Some do not have the capacity to think clearly enough to hold a job; others have conditions from birth or through the ravages of drugs or alcohol, that have left them permanently disabled.

- There may be some who can be helped through a combination of low paying jobs and 'mercy housing', or below-market rentals supplied by a support person (e.g., family member, and friend) or group such as their church. Others might be eligible for assisted living programs that can meet their need.
- In the case of those who are clearly unable to manage goals, the case manager must take the responsibility to guide them into an appropriate situation.

Level 4 -- Unwilling to manage their lives...

- Many clients have periods of depression, anger, and fear that result in their unwillingness to manage their lives. If we can help them work through these periods and raise them to a Higher level, we have done well. However, there are ultimately limits to what we can do for a person - in the end they, and not we, are responsible for the choices they make.
- It is important to correctly assess an individual at this level. This is the level that results in the most destruction to the House, disruption to the program, and risk to clients and staff. Anyone at this level must be constantly monitored and carefully managed. Firm walls must be set in place so that the client knows beyond any doubt what the consequences will be if they choose a destructive course of action - and there must be no doubt that we will follow through with the consequences.
- Asking someone to leave the House is not always failure, and part of our strategy includes goals that can be achieved even at this level. Facilities such as Diversion may be a more adequate for persons reaching this level.
- When someone is excited because of a failure to manage their lives, we should try to accomplish the following in an exit interview:
 - Take the time to show them what progress they have indeed made.
 - Make it clear to them that if they ever come to a point in their lives where they are willing to be responsible as evidenced by the completion of specific courses of action such as entry into a monitored substance abuse program in the case of an abuser), then re-entry into our program is possible.
 - Get their response as to why they think they are being exited. We need to know if there is something in our program that we need to look at and possibly change.

*Level 5 * In-Treatment or Outpatient treatment*

- When a client fails a drug or alcohol test, or admits to substance abuse, or expresses a desire for treatment, they can remain or be readmitted to the House if they finish a treatment program or enroll in an outpatient treatment program'
- Those who are in outpatient treatment must sign a release-of-information form so that case manager\$ and counselors can coordinate our program with the treatment.

- Where constant drug or alcohol testing is required or needed, it will become the clients responsibility to pay for the testing.

Level 6 -- "Last Chance" warning with specific contract

- It's sometimes difficult to assess whether a client is failing because of lack of ability or misunderstanding, or because of deliberate attitude. When it becomes apparent that the client is about to self-destruct or fail, they should be put on notice and given a last chance to evaluate and change their behavior.
- This level works only if there is a specific, definable pattern of behavior that can be addressed with a contract, such as cleaning or chores, or attendance at mandated programs. The client should be assured that we want them to succeed, and we will give them a very specific opportunity to complete a contract and return to a level 2 or 3 status.
- Outcome goals include a positive resolution and a return to a higher level, or an exit from the House with a clearer understanding of why they have failed and a clear understanding of what will be required of them if they want to return to the House.
- If they are exited and then return later to the House, they may be admitted as a level 6 with a short-term contract to verify their willingness to work with our program.

Procedures

The following procedures should be used in assessing the level of client performance:

- All clients enter the program at no higher than level two. Because they are seeking our assistance, we must assume that there is a reason why they need our help, and gently look beyond their need to present themselves in the best light possible.
- Levels should be reassessed each case management session, and reported at each staffing.
- The program manager should be informed of any client who receives a level three or higher assessment.
- In the case of level four, all contracts and other expectations should be put in writing and included in the case file.
- The program manager must be notified of level six assessments, and a written contract with a firm exit date must be put in writing, signed by the client, and placed in the case file. Clients who are exited at level six may re-enter the program, but at level six, with a clear understanding of their responsibilities and a very short initial exit goal.

LEVEL 6 FORM

WARNING

You are receiving a warning notice because of the following reason(s)

You are now at a 'Level 6' case management track. This means that your new exit goal will be no later than three days from now, or on _____.

This will only change if you do the following:

I agree to the written contract above. I understand that I will be immediately exited from the House if I do not keep this contract.

Resident

Date

Case Manager

Date

VIOLATION WARNING FORM

WARNING

WARNING # _____

DATE: _____

REASON:

Further violations may result in the termination of your stay at open house

If this is your final warning, you have _____ hours/minutes to remove your belongings and yourself from Faith Transformation House. Any belongings left behind will be disposed of immediately.

Actions that must be taken by: **Immediately:**

RESIDENT: _____

ROOM # _____

STAFF: _____

DIRECTOR: _____

(KEEP DUPLICATE COPY IN FILE)

CURFEW

Purpose

Establishing and enforcing a curfew at the house is desirable for two main reasons:

1. We create a safer environment. Our facility is not open to the general public, especially at night. Outside entrances to the House must be secured and maintained always, but especially at night.
2. The clients need to establish and maintain a certain level of responsibility for themselves. A curfew will encourage them to develop a sense of responsibility, and at the same time encourage them to continue taking steps toward self-sufficiency.

It is true that there will always be extenuating circumstances. It is also true that the curfew will be tested by those who feel a need to maintain control over their lives by taking control of the program in areas such as the curfew. We will not always be able to discern clearly between the two. For this reason, we will establish a policy that sets and maintains a clear boundary with consequences. All staff will be expected to work within the boundaries and to clearly communicate them to the clients.

Procedures

Anyone returning to the house after curfew will not be allowed in; Clients will be told in advance that if they come late, don't even knock, just come back in the morning. The following are the only exceptions that will be made:

1. Those whose shifts cause them to come home between curfew and 7:00 AM. Case Management staff will verify their employment and will post a schedule with the House Manager, who is responsible for security after curfew. If a person's name is not on the schedule, they will not be admitted to the house until they have been verified by a call to their Case Manager.
2. Those who have legitimate reasons for a late arrival, and have made arrangements in advance with case management staff. These arrangements must be logged in, or the staff on duty at curfew cannot let them in the House. In most cases, proof will be required by their case manager to verify the actual circumstances of their request.

Those who miss curfew will not be admitted before 9:00 AM the following day. They will be required to first check in with the Case Manager on duty before they can go to their rooms. The Case Manager will take down their story and gather any proof that the client offers and attach it to their file.

If a client does not have a reasonable or verifiable excuse, they will be asked to remain out of the house until their Case Manager and the Program Manager review their case. Following a case review, the following steps may be taken:

If it is determined that they may have a reasonable and verifiable excuse, they will be readmitted to the House, without prejudice.

If they do not have a reasonable and verifiable excuse, they will be asked to move out of the house immediately and not be readmitted for at least seven days. At that time their case will be reviewed and they may be readmitted, subject to available space.

As with all of our program policies, it is expected that this will be administered in a consistent and equitable manner. The desired result of this policy is that clients will be encouraged by a fair, consistent policy that keeps them safe and on track.

CURFEW CHECK LIST

	Present	Absent	List Absent Person(s)
ROOM # 1-A			
ROOM # 1-B			
ROOM # 2-A			
ROOM # 2-B			
ROOM # 3-A			
ROOM # 3-B			
ROOM # 4-A			
ROOM # 4-B			
ROOM # 5-A			
ROOM # 5-B			
ROOM # 6-A			
ROOM # 6-B			
ROOM # 7-A			
ROOM # 7-B			
ROOM # 8-A			
ROOM # 8-B			
ROOM # 9			
ROOM # 10			
ROOM # 11			
ROOM # 12			

UNUSUAL HAPPENINGS

Date: _____

Signed: _____

WEEKLY CHORE LIST

Week of _____
3rd Floor

ROOM

CHORE

FOYER: Sweep and mop floors, clean walls and windows, clean utility closet.

KITCHEN AREA: Sweep and mop floor, pick up garbage and empty, straighten tables and chairs; clean microwave, stove, oven exhaust hood, and counters.

TV ROOM: Pick up all litter from area, straighten furniture, clean and dust, empty garbage cans and replace bags.

CLASS/MEETING ROOMS: Wipe all baseboards and fixtures in 2nd floor common area. Wipe windowsills, doors in the west stairwell, clean walls and clean utility closet.

FIRE EXIT AND BACK HALLWAY (DO NOT OPEN FIRE DOOR)
Sweep and mop back hallway.

YARD IN BACK OF HOUSE: Pick up all debris in yard from the fence to the sidewalk, including cigarette butts.

LAUNDRY ROOM: Pick up all garbage, wipe off washers and dryers, dust windows, sweep and mop floor.

MAIN LOBBY: Sweep main lobby, wash windows and wipe sills between children's play area and lobby, and windows in outside doors (both pair of double doors). Mop entry way between double doors.

WOMEN'S BATHROOM IN THE MAIN LOBBY: clean toilet and mirror. Replace toilet paper and notify resident manager if towel dispenser is empty.

MEN'S BATHROOM IN THE MAIN LOBBY: Sweep and mop floor, empty garbage, clean toilet and mirror. Replace toilet paper and notify resident manager if dispenser is empty.

WEST STAIRWELL: Sweep and mop stairs from the 2nd floor to the basement.

PARKNG LOT AREA: Pick up all litter in the parking lot, on this sidewalk, and the landscaping around the parking lot.

DEATH IN THE FACILITY PROCEDURE

Purpose

In the event of a death in the facility, the following procedures will be observed:

1. On duty staff will
 - call 911
 - secure the area for potential investigation
 - clear all unauthorized personnel from the area
2. The Assistant Director will be immediately notified in the event the Executive Director is unavailable; the following person will be called:
 - Program Manager

PROCEDURE FOR HANDLING INCOMING MAIL

Overview: This procedure has been established to provide a safeguard in handling incoming cash donations, invoices, and other items that are sent through the mail service.

Procedure:

Administrative Assistant:

- Pick up all mail from the post office box and receive all incoming mail, other than client mail, at the Transformation House Inc. physical address.
- Open all mail, stamping each item with the current date"
- Log all checks and cash received.
- Run a total of all cash donations received.
- Give all cash donations along with log of checks and cash received to bookkeeper.
- Open, stamp with current date, and give all invoices and bills to bookkeeper.

Bookkeeper:

- Process all invoices and bills

TRANSFORMATION HOUSE INC. PROJECT DISCRPTION

The following is a suggested criterion for residents referred to the Transformation House Inc.(TH), an effort of Faith Tabernacle Outreach Ministries.

The program manager will screen all applicants, and if the prospective resident meets the criterion established by TH, they will then be referred to a house manager for their room assignment.

Qualifications:

- Be a Male
- Be at least 18 years of age
- " Must have verifiable employment and or legitimate means of income
- Be able to provide first week's program fee
- Agree to participate in continued case management for the length of stay.
- Be willing to comply with all provisions on the TH residential agreement
- Be alcohol and drug free
- A resident having been convicted of crimes involving moral turpitude may qualify for the transitional program if they have complied with all legal requirements relative to their conviction and must be considered a good risk by the TH Executive Director and community correction officials.
- Must not have been discharged from a residential program because of noncompliance issues within 30 days of application

Requirements:

- Weekly case management (moving to Bi-weekly case management as deemed appropriate by the case manager)
- Abstain from the use of alcohol or drugs.
- Agree to random alcohol testing (breathalyzer)
- Continue with all case management requirements
 - a. counseling
 - b. 12-step group
 - c. education (in the absence of a high school diploma - GED/HSED)
 - d. any other issues deemed appropriate by the case manager

Termination Clause:

A tenant who has violated the terms of their agreement with TH will be given the opportunity to vacate the premises within three days, and an exit interview will be conducted.

INTAKE & ORIENTATION

Purpose

The process of client intake and orientation is critical to the smooth operation of the program and the long-term well being of the client. Both processes are necessary and have their own specific goals. In an ideal situation, a client goes through the intake process prior to admission to the House, followed by an orientation process two days later.

During the two day wait, the program manager will verify information on the intake form and complete pertinent background and criminal activity reports.

In the initial process, the client is often focused on the immediate need of getting into the House. They will agree to almost anything, and say what they think we want to hear their ability to absorb all of the necessary information we think they need is limited by their emotional fears of potential rejection, loss of personal power and identity, and other survival thinking processes.

It is important that the intake process is carefully considered. Only the most basic expectations should be communicated. The orientation process is more effective after the client has been accepted into the House and has overcome some of his initial fears.

On the other hand, a common reason for client failure is the phenomenon called 'acclimation.' The client will lose the initiative they need to make continual progress when they become used to their surroundings and when life in the House becomes 'normal'. Unless appropriate pressure is continuously and judiciously applied, the client will sometimes sink into an apathy and denial of their responsibilities" Rather than viewing the case manager as a resource and problem solver, the client will begin to create an adversarial relationship based on evasion and transfer of responsibility to others.

It is important there for to get the relationship off on the right foot, and create a climate where the client can continually assume responsibility for their recovery and or successful "life" achievement.

HOMOPHOBIA AND INTAKE PROCEDURES

Because of our belief in the Love of God for all people, Transformation House Inc. does not allow the practice of discrimination of any kind in its facilities.

However, we do subscribe to the viewpoint that sexual activity outside the bonds of a heterosexual union between a man and a woman is a moral issue clearly stated in the Bible, as being against the moral principles defined by God for the good of humanity.

This includes all sexual activity among humans, including same-sex couples. While sexual union between husband and wife is honored and respected by the Church community in general, extra-marital sexual activity is expressly forbidden at the Transformation House Inc.

We will admit people to the house without regard to their sexual preferences. We will not permit discrimination against any person in the house for any reason.

In regards to the signing of statements against homophobia, the Transformation House Inc., board of directors sees this as a condoning of immoral behavior, as well as a subtle attempt to degrade an honored Judeo-Christian principle, and there for will not require or use such statements in its intake procedures.

CLIENT INTAKE

Goals:

- (1) Gather accurate, pertinent information.
- (2) Help client establish a healthy relationship to the program and staff.
- (3) Communicate only the most important and basic information.
- (4) Establish a sense of personal responsibility.

Procedures:

Gather accurate, pertinent information.

The Client Intake form is the basic instrument for gathering initial information. Included on the form are questions that are not necessarily pertinent to our program, but are used for gathering information for the Transformation House Inc. program. Unless otherwise directed, all questions on the form should be answered.

As far as possible, put the client at ease and try to create a climate of trust in which the client knows that their honesty will be appreciated and that it is all right for them to have problems such as a drug and alcohol history, outstanding warrants for criminal charges, credit problems and so on. Even if their problems will keep them from being admitted to the House (such as

child sex-offender convictions), they should know that we will try to help them find solutions.

Help client to establish a healthy relationship with the program and staff.

Look for signs of evasion and disingenuous answers. Do not hesitate to challenge answers that appear to be less than honest. Immediate trust can be established when the client finds that you are more interested in truthful answers rather than 'correct' ones. If they sense a basic respect for them even after they have revealed painful personal information, they can begin a healing process from their initial contact with Transformation House Inc.

Make sure that the client understands that while they may be able to live at the House for an extended length of time, they are initially being admitted for a trial period. This will help establish a sense of on-going personal responsibility on their part that will greatly assist the case management process.

Communicate only the most important and basic information

We have a lot of important information that the client needs to understand. Most of it can wait for two or three days. It will have greater impact when the client hears and receives it for the first time. If they do not assimilate the information the first time they hear it, it will have less initial impact when it is repeated later.

Initial items that must be covered on the intake include:

1. Process ***Intake Form*** and answers. Have them sign this form.
2. Introduce ***Simplified Rules*** agreement (Note: tell them that the Case Manager may add additional requirements during future case management sessions). Have them read and sign this form.
3. Introduce chores, Room check, curfew, and substance abuse policies.
4. Provide a program schedule and highlight required meetings that they will be expected to attend prior to their orientation or first case management session.
5. Introduce and have them sign a ***Release of Information*** form.

Establish a sense of personal responsibility.

When the client leaves the initial interview, they should have agreed to the basic rules, to keeping their rooms clean, and to doing their House chores. They should understand that their own personal conduct, their room, and chores will be inspected will help determine whether or not they will be allowed to remain in the House after the initial trial period.

ORIENTATION

Goals:

- (1) Determine client eligibility for further admission
- (2) Distribute the orientation packet
- (3) Confirm assignment of client case manager and counselor
- (4) Tour the client store and distribute initial 'care package'

Procedures:

Determine client eligibility for admission

Prior to meeting with the client, review the intake file, their criminal background check, residential agreement, financial covenant, and assessment. If there have been questionable behaviors, check with the Executive Director for input into letting the client enter the Transformation House Inc..

Check the board to verify the client's assigned case manager and counselor, or check with the program manager if assignments need to be made.

Prepare yourself for the interview. This will probably be the first actual session with the client, and it is important that they see a consistent attitude in the staff that communicates a positive and loving willingness to help them address the most serious problems. Check yourself for undefined feelings of harshness towards the client, especially if you have had a trying day. You must remain calm and firm and caring in the face of intense sessions that may have to address faults that cannot go uncorrected.

Prepare an agenda that covers all pertinent areas, and create an initial plan that will allow you to complete the entire orientation process in a 45-minute time span.

Review initial stay with client, and address any problems that may have come up.

Spend a few moments getting to know the client. Set a friendly tone and introduce a brief agenda that will help the client feel comfortable with the session.

Address any incidents or problems at this time:

- If the decision has been made to refuse entry into the House, be prepared to give the client available options for other programs in the area, if appropriate. Remember that the client, not you, is responsible for their situation. This may be an important and necessary step in helping the client come to the conclusion that they have to accept this responsibility.
- If the client will have trouble adjusting to House life, be prepared to spend some time

discussing this. However, the client must agree to abide by the rules, including chores and clean rooms. If they remain resistant, it will be necessary to ask them to leave.

In most cases the client will be staying, and the session should be designed to end on the highest note possible. If the client leaves with the conviction that they will be able to find solutions to their most serious problems, it will set the tone for their entire stay at Transformation House Inc..

Distribute the orientation packet

The orientation packet should contain at least the following:

- House rules (special agreements may be left for 1st case mgt session)
- Release of information form (check for signed form during intake)
- Warning notice sample (discuss warning notice policy)
- Community Resource guide
- Chore chart (cover policy again)
- Room inspection form (cover policy again)
- Safety plan (fire exits, smoke alarm policy, etc.)
- Program schedule (cover policy again - highlight required meetings)
- Grievance form (do not include - but mention that we have a grievance procedure)
- etc.

Plan to spend time covering each area briefly. Emphasize that all staff is available to clear up any questions that they may have in the future.

Confirm assignment of client case manager and counselor

Discuss our case management and counseling programs and answer any questions that may arise.

Make sure the client has the names of their case manager and their counselor as well as the date and time of their initial session with each.

INTAKE & REFERRALS

Purpose

Making wise decisions about who can enter into the House program is important. There must be a balance between the need for House and the ability to benefit from our program. Especially when we have to turn people away, we must have a clear understanding of who is the best choice for limited House space.

Some of the key factors in making these decisions involve

1. Basic Conditions,
2. Triage of Need,

3. Source of a Referral to the House,
4. Appropriateness of Available Space.

Basic Conditions

Those who are to be considered for admission to the House must be able to meet the following basic conditions, which should be clearly communicated to the client and/or referral sources:

1. They must be available for an immediate intake interview. We will not hold rooms open. If it is not convenient for them to come in for an interview within a 24-hour period, and others are waiting to get into the room, then give them our apologies and let them know that they will be informed when another appropriate room comes open.
2. The rooms must be occupied by 4 PM of the day of the orientation process. If the person does not show up or communicate with the House, then the room will be offered to the next most appropriate candidate. If the person has placed personal items in the room, these items will be bagged up and placed in safe storage for no longer than thirty days, and then disposed of. Make sure that they have signed the rules on intake and are aware that they must enter the House or their belongings left in the room will be disposed of.

Triage of Need

We will get to the point where we will have to turn people away, which means that we have to choose who gets a room and who doesn't.

The concept of Triage helps decide who is most likely to benefit from the room as opposed to who has the most urgent need for the room. It is a concept developed by medical worker's in wartime and disaster situations. When it is obvious that not everyone can be helped, then there must be a way to make a decision about who will get help and who will not. Victims are normally broken down into three groups:

1. Those who are likely to survive if help is given.
2. Those who are likely to die even if help is given.
3. Those who can survive without help

in our House Intake process, our most effective strategy is to give the room to the one who is most likely to succeed rather than to just the one who needs it most. It is not always obvious during the intake process who is likely to succeed; however, when it is apparent that someone is likely to fail because of substance abuse or resistance to our rules or program, then they should not be selected just because their need is more urgent than someone else's.

When a choice has to be made about who gets a room, and the possibility exists that our program can be of help to all parties being considered for the available room, we observe the following order of precedence:

1. Willingness to participate in program requirements

2. Willingness to sign release of information forms
3. Verifiable employment
4. Ability to maintain payment of program fees
5. Length of sobriety

Referral Sources

Because Transformation House Inc. is a response by the church community, and because one of our primary goals is to establish a link between the client and a church, we will give a referral from a church special consideration. However, it is important to communicate with all referral sources in order to build good will and understanding in the community.

The following procedures apply specifically to a church referral:

- Get the name and phone number of the church contact person and write the request and the contact name and number into the log so that others know that a Church is seeking to refer someone into the House.
- Do not guarantee the room either to the church contact person or to the person being referred, especially if an intake interview has not been conducted. Make it clear that what is being offered is a chance to have an intake ahead of others who are waiting to get into the House.

In addition, the following applies to all referrals, including church referrals:

- Let them know what the likely availability of an appropriate room is. If an appropriate room is not available, be sure to let them know and ask them to keep in touch on a daily basis.
- After the intake, if there are others whose needs are greater (according to the triage method above) the room goes to the one with the greatest need. If the referral client is turned down, call the referral source and explain the reason why. If it is because of a greater need and the intake was otherwise successful, assure the contact person that the person has successfully completed their intake and will be admitted to the House at the earliest possible time,

APPENDIX

HOUSE RULES

RESIDENT MANUAL

Communicable Disease Control

BUILDING LAYOUT

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Superior Performing Environments™

January 30, 2019

Paul Van Calster
Inspection Service Specialist
100 North Jefferson Street
Room 608
Green Bay, WI 54301-5026

RE: Transformation House
Project: 430 S Clay Street – Change-of-use Analysis

Transformation House, Inc. has purchased the former Santa Maria Nursing Home building located at 430 S Clay Street in Green Bay.

This property is zoned OR - Office/Residential. Transformation House, Inc., a non-profit local ministry organization designed to transition men in difficult circumstances back into productive, faithful and self-sufficient lives, wishes to change the use of the building into a congregate living facility. This rooming house/boarding house repurposes the former nursing home, which was originally built in 1927. This change of use is considered a conditional use of the property per the zoning ordinance. Of particular interest is that this facility was built originally for St. Mary's whose mission was to help destitute mothers and their children (source: Wisconsinhistory.org address of 428 S Clay St.). Per the International Existing Building Code (IEBC) this considered change of use from an I-2 (institutional care) occupancy to an R-2 (dormitory) occupancy is being requested. This change of use is from a higher to a lower risk factor. As such no modifications are required to the building particularly since the building is not undergoing construction modifications at this time. Required by the IEBC is that the changed-of-use elements of the building comply with the standards of that use as outlined in the building code.

A thorough investigation of the building and systems has been undertaken, and a code and zoning review have been undertaken.

- Primary structure and exterior shell –
 - sound, no visible deterioration

- Life Safety –
 - fully compliant NFPA 13 System in place. Exit and emergency lighting in place. Handheld fire extinguishers placed throughout the facility. Pull stations and annunciators.
- ADA –
 - accessible side entrances with ADA ramps with buzzer/intercom communication. Internally a 4,000 lbs hydraulic Elevator.
- Commercial Kitchen –
 - type 1 hood, NSF stainless countertops, commercial cooking equipment and refrigeration equipment. Kitchen handheld class-k fire extinguisher. 3 compartment sink and grease trap.
- Mechanical –
 - gas boiler for steam and hot water heat. Air handler for the newer addition. large hot water domestic boiler.
- Electrical –
 - updated and maintained electrical systems.
- Plumbing –
 - original count and configuration of most fixtures: lavatories in every sleeping room, shared central toilets, shared central shower/bathtub room, and janitorial closet on each floor. The first floor contains additional en-suite bathrooms connected to bedrooms. The public assembly spaces contain an ADA accessible toilet room. One gang restroom has no lavatory in it.

- Egress Capacity – complies

- Approx. Floor Areas:

Basement	First	Second	Third	Attic (Stor.)
5500	6600	4000	4000	4000

Although the owner is not modifying the building now, the owner is still required by the International Building Code (IBC) to comply with the standards set forth therein for R-2 (Dormitory)

residences. This includes calculating occupant loads at 50 GSF/Occ., and a correlation of sleeping accommodations to minimum plumbing fixture counts.

The building has the following matrix of bedrooms:

	Small w/ Attached Bath	Small Bedroom	Large Bedroom
First Floor	3	1	3*
Second Floor	0	15	4
Third Floor	0	15	4

The three large bedrooms (*) on the first floor that are in the stairwell exit path will not be used as bedrooms, but rather as business space. They are historic non-conforming and are not simply reconfigurable. Accessory business use would allow their continued use but minimizes the fire hazard. The rooms are identified as RM108, RM126 and RM127. A small bedroom is right around 100 SF in size and therefore would allow space for two occupants. A large bedroom is right around twice that size and would allow space for four occupants.

The building has the following matrix of plumbing fixtures:

	Attached bathrooms	Toilet	Tub/Shower
First Floor	3	1	1
Second Floor	0	3	2
Third Floor	0	4	2

note:

1. each bedroom that is not attached to a bathroom has a lavatory in the room.
2. the first floor and basement each have one (1) fully ADA compliant unisex toilet room not included in the above counts.

Per the minimum plumbing fixtures required:

Toilets to Beds	1:10	Tub/Shower to Beds	1:8
Second Floor	0	3	2
Toilets (8 Fixtures)	8x10=80 beds max	Tub/Shower(5 Fixtures)	5x8=40 beds max

Bedrooms that use these shared facilities is:

	Small Bedroom	Large Bedroom	Beds
First Floor	1 x 1	0	1
Second Floor	15 x 1	4 x 1	19
Third Floor	15 x 1	4 x 1	19
Total	31 Beds	8 Beds	39 Beds

Additionally, the three bedrooms with attached bathrooms can each have 2 beds per room.

3 Rooms x 2 Beds = 6 Beds



Superior Performing Environments™

With no building alterations but meeting the requirements of an R-2 (Dormitory) Occupancy, this facility can accommodate **46 beds maximum**.

As owner and operator, should Transformation House wish to make interior building alterations in the future, based off of bedroom size and gross area per occupant, a maximum occupancy of $(31 \times 2) + (8 \times 4) + (6) = 100$ Beds *[small bedrooms x occ] + [large bedrooms x occ] + [bathroom attached bedrooms occupant count]* would be permissible.

Any additional bed count above 46 beds within the facility would require additional shower/tub fixtures and potentially toilet fixtures. These could be accommodated within the existing shared shower rooms as they are currently sized for I-2 use (caretakers assisting non-ambulatory persons in bathing or showering).

It is my professional opinion that Transformation House, Inc.'s planned use of the facility conforms to Wisconsin Building Codes and should be considered for a conditional use permit as a rooming/boarding house.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ry — B/L'.

Ryan Bakke, AIA

cc: Mr. Manuelus Reacco, file

Paul , my name is Larry Gille , my address is 515 So. Clay St . Green Bay . Cell Phone number is (920) 4375607 . I have a concern over the transitional living housing at Santa Maria Nursing that will be proposed Feb 11Th at the planning Commission meeting . I hope you bring my concerns to it as I am in Maui Hi . until mid April . I strongly oppose this for my neighborhood as I feel it will have a negative impact on houses in the area , as you know people have been cleaning up and remodeling these houses and starting to eliminate absentee landlords . HUD has built several homes for people on Chicago St . This proposed program would be a real backward step . There is a school here with many kids and also many after school activities. This would not be a safe environment for any children in the area . The elderly in the neighborhoods safety would be or could be compromised also. I am well

aware of the dangers that could exist as I was on the board of directors of the old Shalom House another half way home . The State forced us to take everybody they sent , including sexual offenders . When that came about we actually closed up the half way house for safety of the Neighborhood . Please use this text as a strong , strong opposition to the proposed program . please give me a call back at (920) 4375607

From: [frye eileen](#)
To: [Paul Neumeyer](#)
Subject: 430 s. Clay
Date: Friday, February 22, 2019 10:03:26 AM

We have received notification of Monday evenings meeting concerning transformation House permit request which was sent back to plan commission for further discussion. I'm planning on attending but my husband has other business to conduct that evening, which is a shame because he is much better at public speaking than I. Our objections remain the same as we have written and spoken concerning transformation House inc or holdings or LLC whatever they are calling themselves today. No communication is happening, I've requested to speak with them 5 times and have received no reply. I've also spent a half an hour writing to you and when I sent it out to you it came back as not able to. Maybe you'll get this I'm not sure. Transformation House inc etc. our concerns, told us they were not using the kitchen to feed 46 men? Makes no sense. Apparently property line egress is a problem, no survey done before purchase? Taking away parking on north side and cutting off access to the back of building. The three houses purchased with the building. The assets they have, yet claim no assets. Will faith tabernacle church be moving to 430 s. Clay address? Will his personal contractor business be moving into 430 s. Clay address as well? The 610 s. Broadway address that they own has been collecting rent from the Brown County Health department, we just caught that in the Press-Gazette the other day. No answers concerning the food stamp fraud. No answers about why the permit was tabled or denied at the Broadway address for a CUP permit. Not one person has made disparaging remarks about what transformation house is trying to do for men in our community, not one. But he publicly said that my neighborhood is a bad neighborhood and that he can help to make it better, he forgot about what we have been saying all along about how we have seen a change for the better in our neighborhood. And that we do not want to see it and it's property values go backwards. We haven't been able to have the time to talk to professionals about property values changing. We intend on continued advocacy for our neighborhood, but to trying to interject themselves into our neighborhood in the middle of the night is unacceptable. Please count this as 2 complaints, one for myself and one for my husband. Thank you for your time. Mr and Mrs Lawrence and Eileen Frye 425 S. Clay St. Green Bay WI 54301. 920-246-9008
[Sent from Yahoo Mail for iPad](#)



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

March 5, 2019

PREPARED BY

AGENDA ITEM # P.I.

To approve a resolution authorizing transfer of 2019 budgeted revenues and expenses between accounts.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Resolution - Authorizing Transfer of Funds 2019 Revenues for PRF (4)

RESOLUTION AUTHORIZING TRANSFER OF FUNDS

March 5, 2019

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

Pursuant to the recommendation of the Finance Committee at its meeting of January 29, 2019, the following transfer of 2019 budget is hereby authorized:

	<u>ACCOUNT</u>	<u>AMOUNT</u>
From:		
101640	46720 ADMIN SERVICE CHARGES	\$1,000.00
101640	46734 RESIDENT FEES	\$300.00
101640	52001 TRAINING AND TRAVEL	(\$2,400.00)
101660	52001 TRAINING AND TRAVEL	(\$1,800.00)
101630	52001 TRAINING AND TRAVEL	(\$1,025.00)
101670	52001 TRAINING AND TRAVEL	(\$765.00)
101640	46734 RESIDENT FEES	\$106,636.00
101620	46737 TSA FEES AND CHARGES	\$30,375.00
101620	50003 SEASONAL SALARIES	(\$17,040.00)
101620	51210 SOCIAL SECURITY	(\$60.00)
101620	51211 MEDICARE	(\$290.00)
101620	51301 WRS – EMPLOYER SHARE	(\$60.00)
101620	53001 CONTRACTUAL SERV	(\$407.00)
101620	53014 LICENSES & PERMITS	(\$1,232.00)
101620	54001 MATERIAL & SUPPL	(\$2,300.00)
101620	55101 EQUIPMENT REPAIR	(\$3,170.00)
101620	55201 BUILDING REPAIR	(\$2,000.00)
101620	56101 ELECTRICITY	(\$3,100.00)
101620	56402 WATER	(\$400.00)
101620	56403 SEWER	(\$340.00)
101620	56404 STORM SEWER UTIL	(\$100.00)
101640	54091 AWARDS	(\$1,465.00)
To:		
101600	46720 ADMIN SERVICE CHARGES	(\$1,300.00)
101600	52001 TRAINING AND TRAVEL	\$5,990.00
101630	46732 SHELTER RENTALS	(\$106,636.00)
101630	46732 RESIDENT FEES	(\$12,300.00)
101640	46737 TSA FEES	(\$18,075.00)
101640	50003 SEASONAL SALARIES	\$17,040.00
101640	51210 SOCIAL SECURITY	\$60.00
101640	51211 MEDICARE	\$290.00
101640	51301 WRS – EMPLOYER SHARE	\$60.00
101630	53001 CONTRACTUAL SERV	\$407.00
101630	53014 LICENSES & PERMITS	\$1,232.00

101630	54001	MATERIAL & SUPPL	\$2,300.00
101630	55101	EQUIPMENT REPAIR	\$3,170.00
101630	55201	BUILDING REPAIR	\$2,000.00
101630	56101	ELECTRICITY	\$3,100.00
101630	56402	WATER	\$400.00
101630	56403	SEWER	\$340.00
101630	56404	STORM SEWER UTIL	\$100.00
101640	54001	MATERIALS AND SUPPLIES	\$1,465.00

Adopted _____

Approved _____

Mayor

Clerk



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

March 5, 2019

PREPARED BY

AGENDA ITEM # P.2.

To approve the request from Chief David Litton for an Intergovernmental Agreement between The City of Green Bay Metro Fire Department and the Bellevue Fire Department.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Intergovernmental Agreement-Final 2-21-2019

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF GREEN BAY METRO FIRE DEPARTMENT AND
THE BELLEVUE FIRE DEPARTMENT**

This Agreement is made and entered into this ____ day of _____, 2018, ("Effective Date") pursuant to the authority of Section 66.0301(2), Wis. Stats., as an intergovernmental agreement by and between the City of Green Bay Metro Fire Department ("GBMFD") and the Bellevue Fire Department, ("BFD"), both parties being municipal corporations organized under the laws of the State of Wisconsin, collectively referred to as the Parties.

WHEREAS, the GBMFD employs certified Emergency Vehicle Technicians capable of maintaining and repairing emergency fire department vehicles; and

WHEREAS, the BFD owns and operates emergency fire department vehicles; and

WHEREAS, the Parties desire to enter into this Agreement to contract for GBMFD to perform necessary maintenance and repair of emergency fire department vehicles owned and operated by the BFD.

NOW THEREFORE, upon the mutual promises contained herein, and upon such other consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

1. **Purpose.** The Parties hereby agree that this Agreement shall establish a working relationship between BFD and GBMFD Repair Shop to assist with diagnosis, inspection, instruction, and repairs of BFD emergency fire department vehicles.
2. **Availability.** The GBMFD Shop will only consider items for repair if and when the GBMFD Shop has room to perform repairs and there are no GBMFD apparatus or equipment needing immediate attention. GBMFD mechanics will continue to diagnose and pinpoint issues, as feasible, and make recommendations for repair even though the repairs are not being performed by GBMFD mechanics or in the Fire Shop.
3. **Determination of Road Worthiness.** The GBMFD maintenance personnel may place any vehicle out of service if it is deemed unfit for highway use until repairs or corrections are completed either by GBMFD mechanics or an outside vendor and deemed worthy of highway use. The department owning the equipment shall be prohibited from driving such vehicle until repairs are made unless a Hold Harmless and Indemnification Agreement satisfactory to GBMFD and BFD is executed and relieves the GBMFD from any and all responsibility for allowing the vehicle upon the roadways.

4. **Repairs.** The following items will be considered within the scope of repairs to be performed by GBMFD mechanics. This list is a guideline and shall not constitute an all-inclusive list of repairs.
 - a. Brake Inspection, repair, or replacement.
 - b. Seat belt sensors and seat belt replacement.
 - c. Pump Issues to include but not limited to valve repair or replacement.
 - d. Powertrain issues.
 - e. Suspension issues. (GBMFD will not perform repairs on any independent front suspensions.)
 - f. Electronic Issues.
 - g. Warning lights and sirens.
5. **Repair Rates.** The Parties agree on the following repair rates. Any rates not established by this list shall be agreed upon by both Parties in writing prior to any work being performed.
 - a. Diagnostic: Current senior mechanic hourly rate with fringes (currently \$35.48), subject to increase to account for any wage increases.
 - b. Repairs: \$50.00 per hour with a minimum of one (1) hour, this will include travel to the Village of Bellevue when needed.
 - c. Shop Fee: \$25.00 per occurrence to include waste disposal, shop supplies, and misc. items. (when applicable).
 - d. Emergency call out rate: \$75.00 for the first hour, then \$60.00 per hour thereafter. A one hour minimum will apply.
6. **Towing.** In the event a BFD apparatus needs to be towed, it will be the responsibility of BFD to secure a tow service and pay all associated bills.
7. **Parts and Supply of Items Needing Repair.** It will be the responsibility of the GBMFD Shop to order and procure the appropriate parts for repair and shipped to the GBMFD Shop. When possible, the billing will go directly to the Village of Bellevue.
8. **Repair Order Form.** All requested work and repairs shall utilize the carbonless *Shop Order* form provided by GBMFD. No work will be performed without the proper paper work included.
9. **Billing and Payment.** The City of Green Bay shall bill the Village of Bellevue within one week of the completion of service for all maintenance, repairs, parts, and any emergency call out time. Payments shall be made by the requesting party within 30 days of receipt.
10. **Transportation.** Transportation of BFD vehicles to and from the GBMFD Shop shall be the responsibility of the BFD.

11. **Hours of Operation.** Normal hours of operation for the GBMFD Shop is 07:00-16:00 Monday-Friday.
12. **Emergency Call Out.** A service request made outside the normal hours of operation identified in Section 11 shall be considered an emergency call out. Any request outside the normal hours of operation shall be made through the GBMFD Battalion Chief's Office. Emergency call out shall be utilized in cases of actual emergencies.
13. **Termination.** Either Party may terminate this Agreement for any reason upon a sixty (60) day written notice to the other Party. In the event the GBMFD Shop recommends repairs for safety related items, but does not perform them, GBMFD will notify BFD in writing the repairs needed with an acceptable timeline to have the repairs performed. If the necessary repairs are not complete by the deadline, GBMFD reserves the right to terminate this Agreement automatically.
14. **Renewal.** This Agreement may be annually renewed upon a notice of intent to renew after the rate schedule for the upcoming year has been reviewed by the GBMFD and BFD. Such notice of intent to renew shall be in writing and delivered to the GBMFD no later than August 1st before the upcoming renewal year. Within ten (10) days of receiving the proposed rate schedule from GBMFD, BFD may revoke the notice of intent to renew by sending written notice of such revocation to GBMFD.
15. **Assignability.** This Agreement may not be assigned or otherwise transferred by any Party, in whole or in part, without the express prior written consent of the other Parties.
16. **Amendments.** Amendments to this Agreement shall be in writing and agreed upon by both Parties prior to the renewal date for the following year.
17. **Notices.** Any notice required under this Agreement shall be sent to:
- GBMFD: David Litton
 Fire Chief
 Green Bay Metro Fire Department
 501 S Washington Street
 Green Bay, WI 54301
- BFD: Jack Mlnarik
 Fire Chief
 Village of Bellevue Fire Department
 3100 Eaton Road
 Bellevue, WI 54311
18. **Responsibilities of Parties.** The Parties shall each maintain a comprehensive general liability policy in the amount of \$1,000,000 aggregate, including property damage and bodily injury and shall also maintain workers compensation insurance coverage and shall be responsible for any job-related injury occurring to their employees while performing work for the respective Party responsible under this Agreement. Each

party is responsible for damage to their equipment and each Party shall maintain adequate property insurance coverage for vessels and vehicles used in responses. The Parties agree to furnish each other as requested with certificates of insurance evidencing the above-required coverage. Parties shall give Thirty (30) days prior written notice of any proposed change in the provisions of the above-described policies, and immediate notification of any proposed cancellation of any of the above-described policies before the expiration date set forth in the certificate of insurance. Each Party shall bear all of its own expenses and liabilities incurred in connection with this Agreement, including administrative expenses, employees' wages and benefits, defense costs, insurance, workers compensation and all other expenses incidental to the activities and services envisioned under this Agreement. The Parties agree to waive any and all rights of recovery against the other, and against the employees, officers, officials, agents, boards, committees, commissions, agencies and representatives of the other, for loss of or damage to the property or injury to person to the extent such damage or injury is covered by proceeds received under any insurance policy carried by the Party from whom relief is sought.

19. **Third Party Beneficiaries.** This Agreement has been entered into solely for the benefit of the Parties hereto and is not intended to create an interest in any third party.
20. **No Agency.** The Parties are independent entities in the performance of this Agreement. No Party shall act as agent for, or legal partner of, the other Party for any purpose whatsoever, and the employees of one Party shall not be deemed the employees of the other Party. Nothing in this Agreement shall be construed to grant either Party the right to make commitments of any kind for, or on behalf of, any other Party without prior written consent of the other Party.
21. **Entire Agreement.** This Agreement constitutes the Parties' complete agreement and may only be modified, amended, or added after the date of this Agreement by a written instrument executed by both Parties.
22. **Governing Law.** This agreement will be construed and interpreted in accordance with the laws of the State of Wisconsin, notwithstanding any conflicts of laws provisions.
23. **Severability.** If any provision of this agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
24. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed an original and all of which shall constitute the same instrument.

SIGNATURES TO FOLLOW

IN WITNESS WHEREOF, the Parties hereby set their hands and seals as of the date first written above

CITY OF GREEN BAY

James J. Schmitt – Mayor

Kris A. Teske - Clerk

CITY OF GREEN BAY
METRO FIRE DEPARTMENT

David Litton – Fire Chief

VILLAGE OF BELLEVUE

____ – Village Administrator

____ – Village Clerk

BELLEVUE FIRE DEPARTMENT

Jack Mlnarik– Fire Chief



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

March 5, 2019

PREPARED BY

AGENDA ITEM # P.3.

To approve the request to move forward with the City Hall elevator modernization and to bond for an additional \$570,000.00 in 2019 to pay for the remaining balance of the bid.

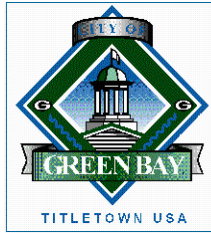
BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Memo - Elevator bid and funding request
2. Bid Summary - Public ELEVATOR MODERNIZATION GREEN BAY CITY HALL - REBID



CITY OF GREEN BAY

MEMO

TO: Members of the Finance Committee

FROM: Diana Ellenbecker

SUBJECT: Elevator Modernization discussion

DATE: February 26, 2019

Finance Committee members:

This communication is to discuss with possible action modernization of the City Hall elevators.

Director Dan Ditscheit will be discussing in more details the reasons why staff is recommending funding this project including the age of the elevators, current problems, and also the issues the City would have if both elevators were ever broken for an extended period of time.

- Only one bid from was received. Zeize Construction Company's base bid came in at \$833,595.
- There were three alternates. Alternate 1, for \$26,950, is to add counter weights in the frame. It will not be known if this alternate is required until demolition begins. Alternate 2, for \$11,700, is for an elevator management system to be able to remotely monitor the elevator system for problems and repairs. This City should see a cost savings in future repairs if this alternate is approved. Alternate 3, for \$30,100, would replace all of the sliding doors at each floor level.
- If the City Council were to award the bid, staff would recommend that the base bid and all three alternates would be approved for a total cost of \$902,345. In addition staff would recommend an additional contingency of \$80,000 to be approved for any unknowns that may occur during construction. That would put the total funding needed for the project to be \$982,345.
- In 2017, \$430,000 was bonded for this project. Approximately \$15,000 spent on engineering for the creation of the bid documents, so there is a total of approximately \$415,000 of funding available for this project. That would mean that \$570,000 of additional funding would be necessary to complete the project.
- The Parks Department did include the \$570,000 in the 2019 bond request for Park projects.

CITY OF GREEN BAY, WISCONSIN
SUMMARY OF BIDS FOR CONTRACT

ELEVATOR MODERNIZATION GREEN BAY CITY HALL - REBID

Tuesday, January 22, 2019

Contractor	Base Bid	Alt 1	Alt 2	Alt 3	Bid Bond
ZEISE CONSTRUCTION CO., INC.	\$833,595	\$26,950	\$11,700	\$30,100	5%
Any questions, call 920-448-3100					



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

March 5, 2019

PREPARED BY

AGENDA ITEM # P.4.

To have staff proceed as directed in closed session on COGB v. Acting Midwest Regional Director, BIA, Docket Nos. IBIA 19-003, IBIA 19-013, and IBIA 19-014.

The Council may convene in closed session pursuant to Section 19.85(1) (g), Wis. Stats., for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. The Council may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

March 5, 2019

PREPARED BY

AGENDA ITEM # Q.I.

To approve the purchase of a Walk-in Freezer including installation for the Wildlife Sanctuary from John's Refrigeration for \$25,656.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2-27-19 PARKS Freezer



CITY OF GREEN BAY - PURCHASING DIVISION

TO: Parks Committee
 FR: Rick Jensen, Purchasing Manager
 DT: February 27, 2019
 RE: Purchasing Report
 Cc: Dan Ditscheit, Diana Ellenbecker

Report of the Purchasing Manager:

1. Request approval to purchase a Walk-in Freezer including installation for the Wildlife Sanctuary from John's Refrigeration for \$25,656.

The following items were openly and competitively offered:

Parks Committee - Report of the Purchasing Manager				
DESCRIPTION and TERM IF A CONTRACT	FUNDING SOURCE	AWARDED VENDOR	RESPONSES	\$ AMOUNT
Walk in Freezer for WLS	Park & Rec Acquisition 410600-54001	John's Refrigeration	3	\$25,656

CITY OF GREEN BAY QUOTE SUMMARY RFQ #3124

Commercial Walk-In Freezer at WLS

Dept: Parks	Req #14	VENDOR #1	VENDOR #2	VENDOR #3
Planholders: 6 Vendors	CC #740	JOHN'S REFRIGERATION	REFRIGERATION SERVICES OF GREEN BAY	CERTIFIED REFRIGERATION & MECHANICAL
Issued: 1/25/19	Due: 2/20/19	Green Bay	Green Bay	Fond du Lac
DESCRIPTION	PRICE	PRICE	PRICE	PRICE
Supply, full assembly, construction, installation and electrical work for the complete installation of commercial walk in freezer per specifications:	\$ 25,656	\$ 28,551	\$ 33,950	
Brand Model:	Crown Tonka, Bohn	Crown Tonka, Heatcraft	Carroll Coolers, Heatcraft	
Warranty:	1 Year	5-Yrs Parts Only See Crown Tonka spec sheets	1 Year	
Lead Time	5-6 Weeks	4-5 Weeks	6 Weeks	
Payment Terms Net 30 Early Payment Discount:	Net 30	Net 30	Net 30	
Accepts credit card payments:	No	No	No	

Recommendation: Award to the lowest responsive, responsible vendor John's Refrigeration for \$25,656.



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

March 5, 2019

PREPARED BY

AGENDA ITEM # Q.2.

To approve hiring Stantec to provide engineering services for the East River Trail/Main Street Plaza and Saint George Street canoe/kayak launch for a total cost of \$83,400.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. ER Trail Consultant Summary

EAST RIVER TRAIL DEVELOPMENT

Engineering Services

Ayres Associates		Stantec	
\$59,181	Part A	\$32,800	Part A
\$4,000	Stormwater Alternate A	\$6,500	Stormwater Alternate A
\$49,019	Part B	\$30,400	Part B
\$4,000	Stormwater Alternate B	\$6,500	Stormwater Alternate B
Included Above	Part C Geotechnical	\$2,200	Part C Geotechnical
Included Above	Construction Administration	\$5,000	Construction Administration
\$116,200	Total	\$83,400.00	Total

NOTES:

The RFP for Engineering Services for the East River Trail Development was sent to five consulting firms.

A \$50,000 WI Coastal Management Grant will fund Part A engineering.

A \$200,000 NRDA Grant will fund engineering and construction for Part B.

Award Recommendations:

Both consultants are qualified for this project.

Staff recommendation is to award the project to Stantec, which is the low quote.



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

March 5, 2019

PREPARED BY

AGENDA ITEM # Q.3.

To approve a donation from the Redevelopment Authority of Parcel 5-1150 (236 Gray Street) to the City of Green Bay for the expansion of Fisk Park.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

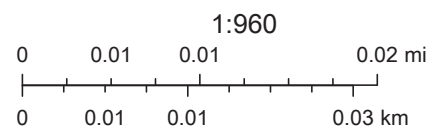
- I. 236 Gray Street Map

City of Green Bay Web Map



2/21/2019 8:36:14 PM

- | | |
|--------------------|---|
| parcels | Block boundary |
| Parcel Lines | Lot boundary |
| <all other values> | Parcel line |
| Undetermined | Lines between deeds or lots (20pdashed) |
| Right of Way line | Meander line |
| Plat boundary | |



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, © OpenStreetMap contributors, and the GIS User Community



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

March 5, 2019

PREPARED BY

AGENDA ITEM # R.I.

To approve request to fill the following replacement positions and all subsequent vacancies resulting from internal transfers.

- a. Electrician - Public Works
- b. Park Maintenance Worker - Parks, Recreation & Forestry

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Request to Fill Memo 02.26.19
2. Request to Fill - Electrician (DPW)
3. Request to Fill - PMW

MEMORANDUM



Human Resources Department

To: Personnel Committee
Joe Faulds, Human Resources Director

From: Adam Reidinger
Human Resources Assistant

Re: Request to Fill Vacant Positions

Date: February 18, 2019

The Human Resources Department is requesting authorization to fill the following replacement positions approved as part of the 2019 budget and all subsequent vacancies resulting from internal transfers. The justification reports are attached.

- Electrician – Replacement position due to the retirement of Kevin Klasen effective April 5, 2019. Salary range: \$25.86 - \$28.13 per hour.
- Park Maintenance Worker – Replacement position due to the retirement of William Gerloff effective March 1, 2019. Salary range: \$19.57 - \$21.31 per hour.

**Position Fill Request
Justification Report
February 6, 2019**

Position Title: Electrician – DPW Traffic Division

1. **If this position is a replacement position, please indicate the reasons for the vacancy. If this is not a replacement position, please indicate the reasons for requesting the position.**

 X **Replacement Position** **Not a Replacement Position**

This position is vacant as the result of the retirement of Kevin Klasen, effective at the end of the business day on Friday, April 5, 2019.

2. **Is this position included in the current budget? If not, please list how this position will be funded (grant, internship, etc.). Please list the salary range of the position.**

Yes, this position is currently funded in the DPW operating budget. The current wage range for a DPW-Electrician is \$25.86/hour to \$30.42/hour.

3. **Please list the functions and any special information regarding this position.**

The position is one of 6 Electricians (1 Electrician Foreperson, and 5 Electricians) who perform routine and emergency maintenance and construction on all of the City's electrical equipment including traffic lights, city-owned street lights, sewer lift/pump stations, parking structures and other City buildings. They also serve as the electricians for all of the City departments with significant assistance provided to Park, Police, and the Fire Department. DPW also provides traffic signal maintenance services to the City of DePere, and emergency electrical service to Brown County.

4. **Does the position generate revenue or reduce expenses? If so, provide an estimated amount.**

This position generates revenue for the City, by providing traffic signal maintenance services to the City of DePere, and emergency electrical service to Brown County

5. **Please explain why current staff is unable to absorb duties of this position.**

Electrical Section staffing was reduced from 7 to 6 Electricians in January of 2008 due to budget restraints. The section is currently under-staffed, and the workload is high. Further reductions will not allow Electrical Section to keep up with work responsibilities.

6. **If duties of position are presently being done, how are they done?**

When absences occur, the Electrical Section prioritizes projects, and declines discretionary work from other City departments. In effect, less work is done when there is a vacancy.

7. **What service would be reduced or eliminated if this position is not filled?**

Electrical assistance to other City departments would be eliminated or greatly reduced, requiring other departments to seek electrical help from private contractors. Electrical Section's first priority is to maintain 1) traffic signals, 2) street lights, 3) sewer lift stations, and 4) DPW facilities.

8. What are the alternative methods and costs of accomplishing the work?

Utilizing contractors which will result in higher associated costs to the City.

9. Are there union issues?

No

10. Other supporting comments.

The DPW-Traffic Division/Electrical Section is a valuable asset to DPW and all City departments. City Electricians maintain a unique institutional knowledge of the City's systems. This innate knowledge allows them to address issues more effectively and efficiently than any outside vendor.

The City continues to increase the number of street lights under City jurisdiction, reducing the cost paid to Wisconsin Public Service for maintenance and repair. Business Improvement Districts also continue to increase the number of amenities that require electrical maintenance and repair, which are currently performed by the Electrical Section.

As the number of City-owned services increase, additional Electrical Section staff may be required.

**Position Fill Request
Justification Report
February 15, 2019**

Position Title: Park Maintenance Worker

- 1. If this position is a replacement position, please indicate the reasons for the vacancy. If this is not a replacement position, please indicate the reasons for requesting the position.**

 X **Replacement Position** **Not a Replacement Position**

This position will be vacant as a result of the retirement of William Gerloff on March 1, 2019.

- 2. Is this position included in the current budget? If not, please list how this position will be funded (grant, internship, etc.). Please list the salary range of the position.**

Yes, this position is budgeted. The wage range is \$19.57 - \$23.03 per hour.

- 3. Please list the functions and any special information regarding this position.**

The Park Maintenance Worker is a generalist position responsible for maintaining all facets of the year-round park operations. Parks and the related facilities are used daily from sun-up to 10:30 p.m. throughout the year. Therefore, we need to ensure that they are clean, safe, and functional at all times for our patrons.

- 4. Does the position generate revenue or reduce expenses? If so, provide an estimated amount.**

No.

- 5. Please explain why current staff is unable to absorb duties of this position.**

Over the years, we have added more parkland and facilities, but have not added additional staff. We are also responsible for maintaining a four-diamond Little League complex, a six-field soccer complex, more trails, more parklands, and the City Deck.

- 6. If duties of position are presently being done, how are they done?**

When vacancies occur in this classification, we are unable to meet all of the maintenance needs of our parks and facilities. As positions become vacant, we prioritize and reprioritize our daily work. The effect is that many of the services that we provide to the public are being performed less frequently.

- 7. What service would be reduced or eliminated if this position is not filled?**

The overall service would be reduced. We have tried to lessen the obvious impact by reprioritization.

8. What are the alternative methods and costs of accomplishing the work?

Contracting for various maintenance services would need to be explored. Costs would be dependent on the service contracted. The Park Maintenance Worker performs a wide range of services during a calendar year, therefore making it difficult to replace a single position by contracting.

9. Are there union issues?

No.

10. Other supporting comments.

Since 2001, the Parks Division has been responsible for maintaining the following added facilities: SK8 Park; Leicht Memorial Festival Park; Resch Aquatic Center; four new buildings; nine splash pads; more parkland at Farlin Park, Beach Lane, Navarino Park, V.T. Pride Park, Eastman Park; several parcels along the Baird Creek Greenway; 16 acres of turf at Bay Beach Park; a new boarded hockey rink; a four ball diamond softball complex; a six-field soccer complex; the City Deck; the Zippin Pippin, Sea Dragon, Bay Beast, Rockin' Tug, and Falling Star amusement rides; as well as several miles of trails.

We have assumed the work at the additional facilities while seeing a reduction in staff of 6 Park Maintenance Workers and 12 fewer seasonal positions since 2006. With future maintenance responsibilities sure to come, we will fall further behind in our efforts to provide the most basic of services if we do not maintain our staffing levels accordingly.



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

March 5, 2019

PREPARED BY

AGENDA ITEM # R.2.

Approve the amendment of City of Green Bay Personnel Policy Chapter 9, Hours of Work and Fringe Benefits, Section 9.12, Holidays, to clarify that an employee must be on an authorized paid leave to be eligible for the holiday pay if unable to work the scheduled day preceding and the day immediately following the holiday.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Chapter 9.12 - Holiday Pay Policy Revision

Excerpt of Chapter 9, Hours of Work and Fringe Benefits, of the City of Green Bay Policies and Procedures Manual:

9.12 HOLIDAYS

9.12.1 Effective January 1, 2012, the following are recognized paid holidays:

New Year's Day	Thanksgiving Day
½ day Friday before Easter	Day after Thanksgiving*
Memorial Day	½ day Christmas Eve
Independence Day	Christmas Day
Labor Day	½ day New Year's Eve
*In lieu of the Day after Thanksgiving – employees represented by the DPW Labor Association will have a floating holiday	

9.12.2 When one of the holidays listed above falls on a Sunday, the next normal workday will be treated as the holiday. When one of these holidays falls on a Saturday, the previous Friday will be treated as the holiday. Except that the scheduling of holidays for parking division and police department employees required to work on holidays will be in accordance with applicable department policy.

9.12.3 Employees will be allowed holiday pay for the above recognized holidays provided they meet the following requirements:

- a. That they be actively employed during the payroll period immediately preceding the holiday with the exception of authorized absence, and
- b. That they work the scheduled day immediately preceding the holiday and the scheduled day immediately following the holiday except in cases involving authorized ~~illness~~ **paid** leave such as **sick leave or vacation**.

9.12.4 Non-exempt employees called into work on a holiday will be eligible to receive double time pay. An employee regularly scheduled to work a holiday will not be eligible for the double time pay and will be paid at their regular rate of pay.



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

March 5, 2019

PREPARED BY

AGENDA ITEM # R.3.

Approve request to adopt the 2019 - 2021 labor agreement between the City of Green Bay and Amalgamated Transit Union, Local Division 857, Bus Operators.

The Council may convene in closed session pursuant to § 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating public employee contracts for competitive or bargaining reasons. The Council may thereafter reconvene in open session pursuant to § 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Transit Drivers Contract 2019 - City Strikethrough 2-26-19
2. Transit Drivers Contract 2019 - Clean Version
3. 2019 Bus Operator Agreement Final Summary

AGREEMENT

Between

CITY OF GREEN BAY

And

CITY OF GREEN BAY
AMALGAMATED TRANSIT UNION
LOCAL 857, ATU, AFL-CIO

January 1, ~~2019~~~~2016~~ through December 31, ~~2018~~2021

~~Revised~~

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AGREEMENT

This Agreement made and entered into by and between the City of Green Bay, operating a bus transportation service serving the Green Bay Metropolitan area, party of the first part, hereinafter referred to as the "City" and Amalgamated Transit Union, Local Division 857, party of the second part, hereinafter referred to as the "Union".

ARTICLE 1 RECOGNITION

1.1 The City of Green Bay recognizes representatives of Amalgamated Transit Union Local Division 857, as the collective bargaining representative for all issues specifically addressed in this Agreement for all bus operators.

1.2 Dues ~~and Fair Share Fee~~ Deduction:

1.2.1 The City agrees that its employees of the transit department as described in 1.1 may become and remain members of the Union and agrees not to interfere with or prevent, either directly or indirectly, any such employee becoming or continuing as a member of the Union. All employees in the unit ~~will be required to~~ pay, as provided in this Article, their proportionate share of the costs of representation by the Union. No employee will be required to join the Union, but membership shall be made available to all employees who apply and no employee will be denied membership because of race, color, creed, sex, or handicap. This Article is subject to the duty of the Wisconsin Employment Relations Commission to suspend the application of this Article whenever the Commission finds that the Union has denied an employee membership because of race, color, creed, sex, or handicap.

1.2.2 The Union will represent all of the employees in the Bargaining Unit, members and non-members, fairly and equally.

1.2.3 The City agrees to deduct the amount of dues authorized by each Union member or fair share fee certified by the Union and pay the amount deducted to the Union on or before the end of the month in which the deduction is made. Payroll deduction of dues will begin with the pay period following receipt by the City of the Union's written notice authorizing ~~either dues or fair share fee~~ deductions for current and/or new employees. The City will not be responsible for retroactively deducting dues for any time prior to receipt of the Union's written notice.

1.2.4 The Union agrees to hold harmless the City from any disputes between the Employee and the Union regarding dues.

1.3 Bus operators who are officers or committee members of the Union will be provided unpaid leave of absence not to exceed 15-total work days in a calendar year for all officers or committee members, unless otherwise agreed to by the parties. Such leave must be

approved in advance by the Transit Director or designee, may be cancelled in the event of unforeseen circumstances, and will not require the rescheduling or modification of the transit schedule. An employee may use available vacation, personal or compensatory time while on leave. The bus operator will suffer no loss of rights or benefits for such absence.

- 1.4 The Union may maintain a bulletin board for their use in the lunchroom. The City retains the right to remove inappropriate and/or outdated materials at its discretion.

As an example, the following types of postings will not be tolerated:

- Commercial solicitation for an outside organization.
- Material that is otherwise in violation of City policy, such as obscene, sexually harassing or libelous materials.
- Political or campaign literature.
- Lotteries, sports pools or similar activities.

ARTICLE 2 MANAGEMENT RIGHTS

- 2.1 The City retains all rights, powers or authority except as modified by this Agreement. The City retains the right to determine and schedule working hours and determine assignments.
- 2.2 The City will have the right at all times during the existence of this Agreement, and subject to provisions herein, to conduct its affairs according to its best judgment and the orders of competent authority, including the power of establishing policy to hire all employees, to dismiss and discipline for just cause, to lay off in accordance with section 7.3 and to determine the methods, means and personnel by which City operations are to be conducted.
- 2.3 The City agrees it will not use these rights to interfere with the employee's rights established by law or by this Agreement.
- 2.4 The City agrees to provide notice to the Union and an opportunity to meet and discuss any anticipated changes to the Bus Operators Policy and Procedure manual prior to implementation.

ARTICLE 3 MEMBER RIGHTS

- 3.1 The City agrees not to discharge or discriminate against any member of the Union because of lawful Union activities or to bargain individually with any member of the Union.

ARTICLE 4
EMPLOYMENT STATUS

- 4.1 Upon resignation by an employee, the City will pay all money due the employee, and upon request, may furnish the employee with a letter of recommendation insofar as circumstances permit.
- 4.2 An employee who is physically and mentally able to work but fails to do so for 3-consecutive work days or more, unless on approved leave or due to circumstances beyond the employee's control, will be considered to have voluntarily resigned from employment.
- 4.3 New employees who do not possess required licenses or certifications prior to the end of probation may be discharged from employment.
- 4.4 All employees who drive a commercial vehicle at any time must have a Commercial Driver's License and the appropriate endorsements required to operate that equipment. Loss or suspension of license and/or endorsements may subject the employee to disciplinary action up to and including discharge.
- 4.5 The City of Green Bay has implemented a Drug and Alcohol policy in accordance with the requirements of State and Federal regulations. Green Bay bus operators will be subject to this policy.

ARTICLE 5
UNION COOPERATION

- 5.1 The Union agrees at all times, as far as it is within its power, to further the interest of the City.

ARTICLE 6
LEAVES

- 6.1 Leaves of absence may be granted at the discretion of the Human Resources Director in accordance with applicable rules, policies and legal requirements.
- 6.2 A bus operator will be given time off with pay when subpoenaed to perform jury duty before a court, public body or commission. Any payment received for jury duty will be retained by the employee and an equivalent amount will be deducted from the employee's gross pay for that period. The employee must submit a copy of the jury duty payment received to the Payroll Department. Reimbursement for expenses incurred (i.e. mileage, meals, parking) will not be deducted from the employee's gross pay.

ARTICLE 7
SENIORITY

- 7.1 Seniority Date: Seniority will commence upon an employee's most recent date of hire as a full time regular employee by the City.
- 7.2 Master List: There will be one master seniority list for all employees of the Union. The master seniority list will be maintained and updated on a regular basis, and a copy provided to the Union. Employees starting on the same day will have their starting times varied (as determined by the flip of a coin) so that there will be no ties in terms of seniority.
- 7.3 Lay Off: The City may lay off an employee whenever such action is necessary. In the event of multiple layoffs in the same position/job title within a department, lay off will be based on the inverse order of seniority in that position/job title within the department.

A laid off employee will have rights to recall to the same position from which the employee was laid off for up to 1-year following the lay off. Recall will be based on seniority in that position/job title within the department.

- 7.4 Probation: New employees will be considered probationary employees for the first 12-months or the first 2080 hours of their employment, whichever occurs first. Any employee on probation may be terminated at the sole discretion of the City without any reference to recall or rehire. After new employees have completed probation, they will be considered regular employees.
- 7.5 Seasonal Employees: Seasonal employees are those hired for less than 6-months of employment in any calendar year. Seasonal employees are not represented under this Agreement.
- 7.6 Transfer: A City employee transferring into a bargaining unit position with seniority as described in 7.1 will be eligible to use seniority for route selection as follows:
- 7.6.1 During the first 12-consecutive months of employment under this Agreement, the transferring employee may use their seniority on the Extra-Board.
- 7.6.2 Upon completion of the first 12-consecutive months as described in 7.6.1, the bus operator may use their seniority to bid on a Regular Run during the next regular operator bid time. The employee may continue to use seniority for the Extra-Board while waiting for the Regular Run operator bid.

ARTICLE 8
GRIEVANCE PROCEDURE

- 8.1 Definition: A grievance is defined as a dispute or misunderstanding regarding the interpretation or application of a specific provision of this Agreement.

8.2 Procedure: A regular employee represented under this Agreement, may file a grievance in accordance with the following:

8.2.1 Prior to filing a written grievance, employees should discuss any problem or complaint with their immediate supervisor to see if settlement is possible. If the problem is not resolved, then the aggrieved party may file a written grievance with the department head, but not later than 10-work days from the date the grievant first became aware of the condition causing the grievance. The department head will respond in writing no later than 10-work days from the date the grievance was received.

8.2.2 If the grievance cannot be settled by the department head or designee, the grievance may be submitted in writing to the Human Resources Director or designee within 10-work days from receiving the department head's decision. The meeting to discuss the grievance will be held at a mutually agreeable time. Following this meeting, the Human Resources Director will respond within 10-work days, in writing.

8.2.3 If the grievant is not satisfied with the Human Resources Director's response, the grievant may file an appeal for a hearing before an impartial hearing officer within 10-work days from receiving the Director's response. The appeal must be put in writing and filed with the Human Resources Department. The impartial hearing officer will be selected from a list of 5-hearing officers provided by the WERC. The Union will strike the first name from the list, the City will strike the second name, the Union will strike the third name, the City will strike the fourth name and the remaining individual will serve as the hearing officer. Any costs for the impartial hearing officer's services will be borne equally by the parties.

8.2.4 The decision of the Hearing Officer concerning any matter referred to it will be final and conclusive upon the employees, the Union, and the City.

8.4 Time Limits: All of the time limits set forth in this Article may be extended by mutual agreement of the parties.

ARTICLE 9 DISCIPLINE, SUSPENSION, AND DISCHARGE

9.1 The City will not discipline, suspend or discharge any employee without just cause. Suspension or discharge will be in writing with a copy to the Union and to the employee affected.

9.2 When an employee is to be disciplined in any manner, including a discussion of the circumstances of accidents, a union representative may be present if the employee so desires.

ARTICLE 10
ALTERNATIVE DUTY

- 10.1 The parties agree to implement the City's Alternative Duty Program in accordance with the City's Personnel Policies and Procedures and as it may be modified by the City.

ARTICLE 11
HOLIDAYS

- 11.1 Following are the recognized paid holidays for bus operators:

- New Year's Day
- ½ Day Friday Before Easter
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- ½ Christmas Eve Day
- Christmas Day
- ½ New Year's Eve Day
- 1 floating holiday (in lieu of the Day after Thanksgiving)

- 11.2 Full-time bus operators will be allowed 8-hours for full day holidays and 4-hours for half day holidays at the employee's straight time rate of pay.

ARTICLE 12
VACATIONS

- 12.1 An eligible employee will accumulate vacation leave with pay to a maximum of 240-hours. Generally vacations will not be permitted during an employee's first 6-months of service with the City unless approved by the Supervisor. Vacations will be scheduled to meet the operating requirements of the City, and, as practical, the preferences of employees. Vacation leaves with pay may be used only with the prior approval of the supervisor.

- | | |
|---|-----------|
| • Start through end of 5 th year | 80 hours |
| • 6 th through end of 10 th year | 120 hours |
| • 11 th through end of 15 th year | 136 hours |
| • 16 th through end of 20 th year | 160 hours |
| • 21 st year plus | 200 hours |

- 12.2 A bus operator whose normal workweek run is more than 40-hours may choose to take either 8-hours or the normal scheduled hours for a vacation day or days provided the bus operator has a minimum of 40-hours for the workweek.

- 12.3 Vacation will be appropriately prorated for employees who work less than a calendar year.
- 12.4 An employee cannot carryover more than 240-hours of vacation at the end of the calendar year. Employees who have vacations canceled due to emergency call-ins or illness will be allowed to reschedule such vacation during the first 3-months of the following year or add it to their carryover balance provided that balance remains at or below 240-hours.
- 12.5 Upon separation from City service, an employee will be paid for any unused accumulation of vacation leave.
- 12.6 Employees who are earning more than 200 hours of annual vacation as of March 25, 2011 will be grandfathered and redlined at their current amount of vacation accumulation while employed by the City.
- 12.7 An employee employed prior to March 25, 2011, may during their last three years of employment convert up to 80-hours per year of earned vacation days to an escrow account, said conversion of vacation to be at the current salary at the time of conversion. In addition, at the time an employee separates from City service by eligibility and acceptance to the State Retirement system, the employee may escrow all or a part of their accumulated vacation leave. This provision will not apply to those employees employed after March 25, 2011.
- 12.8 Personal Leave: Regular full time employees will be eligible for 24-hours of personal leave annually. Personal leave must be used during the calendar year earned and may not accumulate from year to year. Personal leave will be scheduled in the same manner as vacation. Personal leave may not be converted to escrow. Personal leave will be appropriately prorated for employees who work less than a calendar year.

ARTICLE 13 SICK LEAVE OR EMERGENCY LEAVE

- 13.1 Accumulation: Each full-time employee of the City will accumulate sick leave at the rate of one day per month for each month of service to a maximum of 1152-hours.
- 13.2 Notification and Verification: Employees who intend to be absent from work due to illness or injury must notify their supervisor prior to the start of the workday. If the absence continues beyond one day, the employee is expected to keep the supervisor informed of his/her condition and anticipated return date. At the employer's discretion, the employee may be required to provide medical verification.

The City reserves the right to have an employee examined by the City's medical professional, at City cost, to determine fitness for duty. The City's right to have employees examined by the City's medical professional does not in any way limit the employee's rights to be treated by a medical professional of their choice.

Nothing in this article will limit the City's right to deem leave taken as leave provided for under the State or Federal Family Medical Leave Acts.

- 13.3 Use: An employee may use accumulated sick leave for absences necessitated by the employee's injury or illness or an immediate family member's serious illness/injury or hospitalization. For purposes of this article, "immediate family" will mean spouse, parents, stepparent, child, stepchild, guardian, foster child or sibling who lives at home.
- 13.4 Medical Appointments: Employees, when possible, will schedule medical appointments outside of normal working hours. When medical appointments are scheduled during normal working hours, employees will be charged sick leave for actual time lost for the medical appointment. However, employees will not be charged from sick leave for absences from work necessitated by follow-up doctor visits due to workers compensation related injuries or illnesses.
- 13.5 Escrow Account: Employees employed prior to March 25, 2011 who terminate employment by eligibility and acceptance to the State Retirement system will have accumulated sick leave, up to a maximum of 688-hours, placed in an escrow account and used to pay health insurance premiums. This provision will not apply to those employees employed after March 25, 2011.

ARTICLE 14 WORKER'S COMPENSATION

- 14.1 An employee injured on the job will be made whole for the remainder of the working day in which the injury occurred based on medical verification that the employee is unable to perform available work. The injured employee, at his/her option, can make himself/herself whole for the difference between the payment from Worker's Compensation and the regular rate of pay through use of sick leave or vacation for all subsequent days off due to the work related injury as long as the payment does not exceed the normal rate of pay.

ARTICLE 15 FUNERAL LEAVE

- 15.1 Employees will be allowed up to 3-days off with pay for absences necessitated by a death in the employee's immediate family including spouse, parent, stepparent, child, stepchild, foster child, sibling, guardian, ward, parent-in-law, grandchild or grandparent. In circumstances which require an employee to attend a funeral of a member of the immediate family at a travel distance in excess of 300 miles from Green Bay up to 2-additional days may be granted. A request for additional vacation, personal, comp time or other leave time must be communicated to the immediate supervisor as soon as practicable. If a funeral is delayed, or a service is held at a date beyond the limits of this policy, the employee may attend, but will not be paid for more funeral leave days than outlined in this policy. Funeral leave is not provided for dealing with wills or estates.

Employees will be allowed 1-day off with pay to attend the funeral of the spouse's grandparents or of a son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunt or uncle of the employee or spouse.

- 15.2 In the event of the death of a current co-worker, employees working in the same department and location having a close working relationship and others who worked closely with this individual on a regular basis, in the sole discretion of the department head, may be allowed up to 3 hours of administrative leave for attendance of a local funeral and related event. All others and time beyond this amount will be required to be accounted for by using compensatory time or personal leave or other appropriate accumulated leave with the approval of the Supervisor.

ARTICLE 16 HEALTH AND DENTAL INSURANCE

- 16.1 Selection of any provider for health and dental insurance and determination of coverage and benefit levels will be at the discretion of the City.
- 16.2 Employees will pay 15% and the City will pay 85% of the single or family premium for health care insurance benefits.
- 16.3 Employees will pay 12.5% and the City will pay 87.5% of the single or family premium for dental insurance benefits.
- 16.4 Employees regularly scheduled to work less than 37.5 hours per week will have the City's contribution appropriately prorated.
- 16.5 Employees will be entitled to reduce their health insurance premium contribution by 2.5% per year by successfully participating in the Wellness Incentive Program. All Wellness Incentives must be completed in the prior year to receive the 2.5% reduction in the following year.

To receive the health insurance premium reduction, the spouse of an employee must participate in the Wellness Incentive Program. The spouse of an employee will not be required to participate in the Wellness Incentive Program if the spouse has a health risk assessment screening conducted at the spouse's employer, however, the spouse must comply with the age-specific requirements. If the spouse of an employee or an employee with family coverage does not participate in the Wellness Incentive Program, the health insurance premium reduction will be 1.25%.

16.6 Employees may participate in the City's Health 1265 program as outlined in Appendix B.

- 16.7 Life Insurance: The City will provide and carry, at no cost to the employee, life insurance for each regular full-time employee in an amount equal to the employee's base salary for all employee's regularly scheduled to work a minimum of 37½ hours per week. Employees

will have the option to purchase supplemental life insurance for self, spouse and eligible dependent(s). Employees will pay all premium costs for the optional supplemental life insurance through payroll deduction.

- 16.8.7 Fed Med Card: When a Transit driver in the process of obtaining or renewing a Fed Med card is required to undergo additional medical testing specifically due to previous heart history or sleep apnea screening, or is required to purchase and maintain medical devices not otherwise required except for obtaining the Fed Med card, the City will reimburse the employee for actual expenses by depositing up to a maximum of \$200 per year into the employee's Personal Benefit Account (PBA) for out of pocket expenses for such testing and/or purchase and upkeep of required equipment. Out of pocket expense will be determined by the statement from the insurance company. The Transit driver is responsible for requesting the PBA reimbursement and providing appropriate documentation of the expense.

ARTICLE 17 RETIREMENT CONTRIBUTION

- 17.1 Employees are subject to a retirement contribution in an amount equal to one-half of all actuarially required contributions approved by WRS.

ARTICLE 18 WAGES AND RATES

- 18.1 Attached hereto and marked Schedule A is the schedule showing the classifications and wage rates of the employees covered by this Agreement. It is mutually agreed that said Schedule and the contents hereof will constitute a part of this Agreement.
- 18.2 All members of the bargaining unit will be subject to mandatory direct deposit of their paychecks.
- 18.3 An employee that is called in for work outside of the regular work day will be paid for a minimum of 2-hours pay.
- 18.3.1 If a bus operator is scheduled the day before for a Limited Service piece of work the driver will be paid a minimum of 1½ hours and will not be required to stay for standby unless notified by dispatch. If the bus operator is scheduled on the same day as the Limited Service piece of work the operator will receive a minimum of 2-hours pay.

ARTICLE 19 HOURS OF WORK

- 19.1 The City will establish the hours of work for employees in the bargaining unit.

- 19.2 In accordance with the Fair Labor Standards Act (FLSA) overtime at the rate of 1½ times the employee's regular hourly rate will be paid for all hours actually worked in excess of 40-hours per week. Vacation, personal days, compensatory time, holiday time, funeral leave and jury duty will be considered actual hours worked for the purposes of determining eligibility for overtime.
- 19.3 Overtime hours are subject to prior supervisory approval.
- 19.4 Employees working holiday hours, in accordance with Article 11, will be eligible to receive double time pay.
- 19.5 Per calendar year, employees may bank up to 80 hours of overtime earned in a compensatory time bank. Employees may request the use of compensatory time off at the rate at which such time is earned.
- 19.6 In the event that compensatory time is not used prior to the end of the calendar year in which it is earned, the employee's compensatory time will be paid out at the employee's current rate of pay.
- 19.7 All benefits covered by this Agreement will be appropriately prorated for employees who work less than fulltime.
- 19.8 Whenever the Transit Department is closed due to a weather emergency, all employees will be required to use vacation, personal day or leave without pay for the day in question. Employees who report to work prior to being notified of the closing will receive a minimum of 2-hours pay. If the department does not close completely, the Transit Director may retain employees for the full shift or send them home prior to the end of the shift and require them to use vacation, personal day or leave without pay. Unless a weather emergency is declared by the Transit Director or designee all employees will be required to report to work.

ARTICLE 20 CLOTHING ALLOWANCE/REIMBURSEMENT

- 20.1 The City will provide the initial compliment of clothing which will include: shirts or polo shirts, turtleneck, trousers, jackets, sweaters, walking shorts, culottes for females, or sweater, and winter parkas or bomber jackets or vests. The City will pay 95% of the cost. Parkas may be purchased by limited service employees at their own expense. Transit patches on uniforms will be turned into the Transit Department when an employee terminates employment. The City will pay \$80, to be included with the first paycheck of each year of this Agreement, to cover the cost of footwear. Shoes will be a solid black or brown. This will be an annual allowance and the footwear will be worn only on the job. Belts will be considered part of the uniform while ties will not be.
- 20.2 Clothing will be replaced by the City as needed. However, no employee will wear any part

of the uniform for any reason other than performing their duties as Transit employees. Management will outfit probationary employees as it deems necessary.

20.3 The City will provide the initial compliment of clothing which will include:

- 5 shirts (long or short sleeve or polo shirts)
- 3 trousers
- 1 jacket with liner
- 1 sweater (pullover or cardigan) or
- 1 turtleneck
- 1 belt
- 2 shorts/culottes (either or)
- 1 parka or bomber jacket or vest

20.4 Shorts will be considered part of the uniform however; they may only be worn from April 15 to October 15. Black or white tennis shoes and laces may also be worn during this period, but will be worn at the employees' expense.

20.5 The City will, upon submission of a receipt, reimburse drivers for half the Commercial Drivers License (CDL) renewal fee.

ARTICLE 21 PICK OF RUNS

21.1 Pick of runs will be held 3-times a year to be effective in January, May and September. The runs will be posted for at least a minimum of 10-calendar days prior to the effective date. There will be a 24-hour time limit (excluding Saturday, Sunday and holidays) for individual operators in seniority order to make their pick of runs in the choice book. If an operator does not pick a run within the allowed time, the operator will be allowed to pick a run anytime thereafter in seniority order from the choice book openings remaining at the time of the selection but not to bump a driver of lesser seniority who has chosen within the set schedule.

21.2 If an operator makes an error in signing for a run, the operator may contact the supervisor and will be allowed to pick a run anytime thereafter in seniority order from the choice book openings remaining at the time of the selection but not to bump a driver of lesser seniority who has chosen within the set schedule.

21.3 If an operator is not going to be available during the time the pick of runs is occurring, the operator may provide their supervisor or union officer with a priority list of run selections however only a supervisor may record the selection on the run bid form.

ARTICLE 22 EXTRA BOARDS

- 22.1 Whenever practically possible, the City will post the daily extra board worksheet by 1:00 p.m. the day prior to the scheduled work day.
- 22.2 Changes to the assigned work schedule will be made on the dispatcher's copy in the office. Drivers will be notified by the dispatcher of changes made after schedule has been posted.
- 22.3 Selection of the extra board work assignments will be made in rotating seniority order.
- 22.4 When an extra board driver has worked 40-hours by the end of the work day on Friday, any additional Saturday hours will be granted to other drivers on the extra board according to their rotating seniority order.
- 22.5 In the event of an emergency, the City reserves the right to exercise policies as it sees fit.

ARTICLE 23
SEPARABILITY AND SAVINGS CLAUSE

- 23.1 If any Article or Section of this Agreement or of any Rider thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination to its validity, the remainder of this Agreement and of any Rider hereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, will not be affected thereby.
- 23.2 In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby will enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement. Either party will be permitted all legal or economic recourse in support of its demands, notwithstanding any provision in this Agreement to the contrary.

ARTICLE 24
DURATION OF AGREEMENT

- 24.1 This Agreement will become effective as of January 1, 201~~9~~⁶ or date of signature if after January 1, 201~~9~~⁶, and will remain in force and effect to and including December 31, ~~2018~~²⁰²¹.
- 24.2 This Agreement and the provisions thereof supersede the previous Collective Bargaining Agreement of the parties and will be in full force and effect until December 31, 20~~21~~¹⁸ and from year to year thereafter unless written notice of termination or amendment or change in the terms thereof is given by either part to the other 90-days prior the expiration of this Agreement or any subsequent anniversary date of this Agreement.

This Agreement was approved on ~~March 12, 2019~~⁶ by the Transit Union and ~~February 18~~^{April 6,} 201~~9~~⁶ by the City Council.

For the Union

/s/ ~~Keith A. Schneider~~
Representative

/s/ ~~Bobbie H. Juley~~
Representative

For the City of Green Bay

/s/ James J. Schmitt
Mayor

/s/ ~~Lynn M. Boland~~
Human Resources Director

/s/ Patricia Kiewiz
Transit Director

Attest:

/s/ Kris A. Teske
City Clerk

**APPENDIX A
WAGE RATES**

CLASSIFICATION	2% 10/1/19 <u>96</u>	2% 10/1/201 <u>7</u>	2% 10/1/20 <u>21</u>
0 – 1040 Hours	\$18.25 <u>19.37</u>	\$18.62 <u>19.76</u>	\$18.99 <u>20.16</u>
1041 - 2080 Hours	\$20.32 <u>21.56</u>	\$20.72 <u>21.99</u>	\$21.14 <u>22.43</u>
Thereafter through the 7 th year	\$22.46 <u>23.84</u>	\$22.91 <u>24.32</u>	\$23.37 <u>24.81</u>
Beginning of 8 th Year	\$22.60 <u>23.99</u>	\$23.06 <u>24.47</u>	\$23.52 <u>24.96</u>
Beginning of 12 th Year	\$22.67 <u>24.06</u>	\$23.13 <u>24.54</u>	\$23.59 <u>25.03</u>
Beginning of 16 th Year	\$22.80 <u>24.19</u>	\$23.25 <u>24.67</u>	\$23.72 <u>25.16</u>

- This wage schedule incorporates longevity payments.
- ~~Retirees who return as Limited Service Drivers within one year from date of retirement will be paid at their last pay step exclusive of longevity.~~
- Operators who work a shift consisting of 7 to 9 hours, beginning after 1:00 PM will receive \$0.~~25~~30 per hour premium pay for work performed.
- The increases will occur on the first date of the pay period in which October 1 occurs.
- If during the term of this contract the general municipal employees receive a general wage increase that exceeds the amounts listed in this appendix, the bus operators will receive the additional general wage increase.
- Only employees actively employed on the date of Union ratification of the Agreement will be eligible for any retroactive provisions.

APPENDIX B

Health 1265

Members of the Amalgamated Transit Union, Local Division 857, AFL-CIO who carry City sponsored insurance may participate in the City's Health 1265 program for the following periods and will be eligible to receive a reduced premium contribution of 11.5% for the following calendar year if they achieve 1265 points and meet all of the requirements under the City's program.

- January 1, 2019 - October 31, 2019 – 11.5% reduced premium contribution for the 2020 calendar year if the employee achieves 1265 points and meets all of the requirements under the program.
- November 1, 2019 - October 31, 2020 – 11.5% reduced premium contribution for the 2021 calendar year if the employee achieves 1265 points and meets all of the requirements under the program.
- November 1, 2020 - October 31, 2021 – 11.5% reduced premium contribution for the 2022 calendar year if the employee achieves 1265 points and meets all of the requirements under the program.

Upon enrollment in myInertia as part of the Health 1265 program, eligible employees will receive \$55 toward the cost of a fitness tracker and be eligible for the incentives under the program.

AGREEMENT

Between

CITY OF GREEN BAY

And

CITY OF GREEN BAY
AMALGAMATED TRANSIT UNION
LOCAL 857, ATU, AFL-CIO

January 1, 2019 through December 31, 2021

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AGREEMENT

This Agreement made and entered into by and between the City of Green Bay, operating a bus transportation service serving the Green Bay Metropolitan area, party of the first part, hereinafter referred to as the "City" and Amalgamated Transit Union, Local Division 857, party of the second part, hereinafter referred to as the "Union".

ARTICLE 1 RECOGNITION

- 1.1 The City of Green Bay recognizes representatives of Amalgamated Transit Union Local Division 857, as the collective bargaining representative for all issues specifically addressed in this Agreement for all bus operators.
- 1.2 Dues Deduction:
 - 1.2.1 The City agrees that its employees of the transit department as described in 1.1 may become and remain members of the Union and agrees not to interfere with or prevent, either directly or indirectly, any such employee becoming or continuing as a member of the Union. All employees in the unit may pay, as provided in this Article, their proportionate share of the costs of representation by the Union. No employee will be required to join the Union, but membership shall be made available to all employees who apply and no employee will be denied membership because of race, color, creed, sex, or handicap. This Article is subject to the duty of the Wisconsin Employment Relations Commission to suspend the application of this Article whenever the Commission finds that the Union has denied an employee membership because of race, color, creed, sex, or handicap.
 - 1.2.2 The Union will represent all of the employees in the Bargaining Unit, members and non-members, fairly and equally.
 - 1.2.3 The City agrees to deduct the amount of dues authorized by each Union member certified by the Union and pay the amount deducted to the Union on or before the end of the month in which the deduction is made. Payroll deduction of dues will begin with the pay period following receipt by the City of the Union's written notice authorizing dues deductions for current and/or new employees. The City will not be responsible for retroactively deducting dues for any time prior to receipt of the Union's written notice.
 - 1.2.4 The Union agrees to hold harmless the City from any disputes between the Employee and the Union regarding dues.
- 1.3 Bus operators who are officers or committee members of the Union will be provided unpaid leave of absence not to exceed 15-total work days in a calendar year for all officers or committee members, unless otherwise agreed to by the parties. Such leave must be

approved in advance by the Transit Director or designee, may be cancelled in the event of unforeseen circumstances, and will not require the rescheduling or modification of the transit schedule. An employee may use available vacation, personal or compensatory time while on leave. The bus operator will suffer no loss of rights or benefits for such absence.

- 1.4 The Union may maintain a bulletin board for their use in the lunchroom. The City retains the right to remove inappropriate and/or outdated materials at its discretion.

As an example, the following types of postings will not be tolerated:

- Commercial solicitation for an outside organization.
- Material that is otherwise in violation of City policy, such as obscene, sexually harassing or libelous materials.
- Political or campaign literature.
- Lotteries, sports pools or similar activities.

ARTICLE 2 MANAGEMENT RIGHTS

- 2.1 The City retains all rights, powers or authority except as modified by this Agreement. The City retains the right to determine and schedule working hours and determine assignments.
- 2.2 The City will have the right at all times during the existence of this Agreement, and subject to provisions herein, to conduct its affairs according to its best judgment and the orders of competent authority, including the power of establishing policy to hire all employees, to dismiss and discipline for just cause, to lay off in accordance with section 7.3 and to determine the methods, means and personnel by which City operations are to be conducted.
- 2.3 The City agrees it will not use these rights to interfere with the employee's rights established by law or by this Agreement.
- 2.4 The City agrees to provide notice to the Union and an opportunity to meet and discuss any anticipated changes to the Bus Operators Policy and Procedure manual prior to implementation.

ARTICLE 3 MEMBER RIGHTS

- 3.1 The City agrees not to discharge or discriminate against any member of the Union because of lawful Union activities or to bargain individually with any member of the Union.

ARTICLE 4 EMPLOYMENT STATUS

- 4.1 Upon resignation by an employee, the City will pay all money due the employee, and upon request, may furnish the employee with a letter of recommendation insofar as circumstances permit.
- 4.2 An employee who is physically and mentally able to work but fails to do so for 3-consecutive work days or more, unless on approved leave or due to circumstances beyond the employee's control, will be considered to have voluntarily resigned from employment.
- 4.3 New employees who do not possess required licenses or certifications prior to the end of probation may be discharged from employment.
- 4.4 All employees who drive a commercial vehicle at any time must have a Commercial Driver's License and the appropriate endorsements required to operate that equipment. Loss or suspension of license and/or endorsements may subject the employee to disciplinary action up to and including discharge.
- 4.5 The City of Green Bay has implemented a Drug and Alcohol policy in accordance with the requirements of State and Federal regulations. Green Bay bus operators will be subject to this policy.

ARTICLE 5 UNION COOPERATION

- 5.1 The Union agrees at all times, as far as it is within its power, to further the interest of the City.

ARTICLE 6 LEAVES

- 6.1 Leaves of absence may be granted at the discretion of the Human Resources Director in accordance with applicable rules, policies and legal requirements.
- 6.2 A bus operator will be given time off with pay when subpoenaed to perform jury duty before a court, public body or commission. Any payment received for jury duty will be retained by the employee and an equivalent amount will be deducted from the employee's gross pay for that period. The employee must submit a copy of the jury duty payment received to the Payroll Department. Reimbursement for expenses incurred (i.e. mileage, meals, parking) will not be deducted from the employee's gross pay.

ARTICLE 7 SENIORITY

- 7.1 Seniority Date: Seniority will commence upon an employee's most recent date of hire as a full time regular employee by the City.
- 7.2 Master List: There will be one master seniority list for all employees of the Union. The master seniority list will be maintained and updated on a regular basis, and a copy provided to the Union. Employees starting on the same day will have their starting times varied (as determined by the flip of a coin) so that there will be no ties in terms of seniority.
- 7.3 Lay Off: The City may lay off an employee whenever such action is necessary. In the event of multiple layoffs in the same position/job title within a department, lay off will be based on the inverse order of seniority in that position/job title within the department.

A laid off employee will have rights to recall to the same position from which the employee was laid off for up to 1-year following the lay off. Recall will be based on seniority in that position/job title within the department.

- 7.4 Probation: New employees will be considered probationary employees for the first 12-months or the first 2080 hours of their employment, whichever occurs first. Any employee on probation may be terminated at the sole discretion of the City without any reference to recall or rehire. After new employees have completed probation, they will be considered regular employees.
- 7.5 Seasonal Employees: Seasonal employees are those hired for less than 6-months of employment in any calendar year. Seasonal employees are not represented under this Agreement.
- 7.6 Transfer: A City employee transferring into a bargaining unit position with seniority as described in 7.1 will be eligible to use seniority for route selection as follows:
- 7.6.1 During the first 12-consecutive months of employment under this Agreement, the transferring employee may use their seniority on the Extra-Board.
- 7.6.2 Upon completion of the first 12-consecutive months as described in 7.6.1, the bus operator may use their seniority to bid on a Regular Run during the next regular operator bid time. The employee may continue to use seniority for the Extra-Board while waiting for the Regular Run operator bid.

ARTICLE 8 GRIEVANCE PROCEDURE

- 8.1 Definition: A grievance is defined as a dispute or misunderstanding regarding the interpretation or application of a specific provision of this Agreement.

- 8.2 Procedure: A regular employee represented under this Agreement, may file a grievance in accordance with the following:
- 8.2.1 Prior to filing a written grievance, employees should discuss any problem or complaint with their immediate supervisor to see if settlement is possible. If the problem is not resolved, then the aggrieved party may file a written grievance with the department head, but not later than 10-work days from the date the grievant first became aware of the condition causing the grievance. The department head will respond in writing no later than 10-work days from the date the grievance was received.
 - 8.2.2 If the grievance cannot be settled by the department head or designee, the grievance may be submitted in writing to the Human Resources Director or designee within 10-work days from receiving the department head's decision. The meeting to discuss the grievance will be held at a mutually agreeable time. Following this meeting, the Human Resources Director will respond within 10-work days, in writing.
 - 8.2.3 If the grievant is not satisfied with the Human Resources Director's response, the grievant may file an appeal for a hearing before an impartial hearing officer within 10-work days from receiving the Director's response. The appeal must be put in writing and filed with the Human Resources Department. The impartial hearing officer will be selected from a list of 5-hearing officers provided by the WERC. The Union will strike the first name from the list, the City will strike the second name, the Union will strike the third name, the City will strike the fourth name and the remaining individual will serve as the hearing officer. Any costs for the impartial hearing officer's services will be borne equally by the parties.
 - 8.2.4 The decision of the Hearing Officer concerning any matter referred to it will be final and conclusive upon the employees, the Union, and the City.
- 8.4 Time Limits: All of the time limits set forth in this Article may be extended by mutual agreement of the parties.

ARTICLE 9

DISCIPLINE, SUSPENSION, AND DISCHARGE

- 9.1 The City will not discipline, suspend or discharge any employee without just cause. Suspension or discharge will be in writing with a copy to the Union and to the employee affected.
- 9.2 When an employee is to be disciplined in any manner, including a discussion of the circumstances of accidents, a union representative may be present if the employee so desires.

ARTICLE 10
ALTERNATIVE DUTY

- 10.1 The parties agree to implement the City's Alternative Duty Program in accordance with the City's Personnel Policies and Procedures and as it may be modified by the City.

ARTICLE 11
HOLIDAYS

- 11.1 Following are the recognized paid holidays for bus operators:

- New Year's Day
- ½ Day Friday Before Easter
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- ½ Christmas Eve Day
- Christmas Day
- ½ New Year's Eve Day
- 1 floating holiday (in lieu of the Day after Thanksgiving)

- 11.2 Full-time bus operators will be allowed 8-hours for full day holidays and 4-hours for half day holidays at the employee's straight time rate of pay.

ARTICLE 12
VACATIONS

- 12.1 An eligible employee will accumulate vacation leave with pay to a maximum of 240-hours. Generally vacations will not be permitted during an employee's first 6-months of service with the City unless approved by the Supervisor. Vacations will be scheduled to meet the operating requirements of the City, and, as practical, the preferences of employees. Vacation leaves with pay may be used only with the prior approval of the supervisor.

- | | |
|---|-----------|
| • Start through end of 5 th year | 80 hours |
| • 6 th through end of 10 th year | 120 hours |
| • 11 th through end of 15 th year | 136 hours |
| • 16 th through end of 20 th year | 160 hours |
| • 21 st year plus | 200 hours |

- 12.2 A bus operator whose normal workweek run is more than 40-hours may choose to take either 8-hours or the normal scheduled hours for a vacation day or days provided the bus operator has a minimum of 40-hours for the workweek.

- 12.3 Vacation will be appropriately prorated for employees who work less than a calendar year.
- 12.4 An employee cannot carryover more than 240-hours of vacation at the end of the calendar year. Employees who have vacations canceled due to emergency call-ins or illness will be allowed to reschedule such vacation during the first 3-months of the following year or add it to their carryover balance provided that balance remains at or below 240-hours.
- 12.5 Upon separation from City service, an employee will be paid for any unused accumulation of vacation leave.
- 12.6 Employees who are earning more than 200 hours of annual vacation as of March 25, 2011 will be grandfathered and redlined at their current amount of vacation accumulation while employed by the City.
- 12.7 An employee employed prior to March 25, 2011, may during their last three years of employment convert up to 80-hours per year of earned vacation days to an escrow account, said conversion of vacation to be at the current salary at the time of conversion. In addition, at the time an employee separates from City service by eligibility and acceptance to the State Retirement system, the employee may escrow all or a part of their accumulated vacation leave. This provision will not apply to those employees employed after March 25, 2011.
- 12.8 Personal Leave: Regular full time employees will be eligible for 24-hours of personal leave annually. Personal leave must be used during the calendar year earned and may not accumulate from year to year. Personal leave will be scheduled in the same manner as vacation. Personal leave may not be converted to escrow. Personal leave will be appropriately prorated for employees who work less than a calendar year.

ARTICLE 13 SICK LEAVE OR EMERGENCY LEAVE

- 13.1 Accumulation: Each full-time employee of the City will accumulate sick leave at the rate of one day per month for each month of service to a maximum of 1152-hours.
- 13.2 Notification and Verification: Employees who intend to be absent from work due to illness or injury must notify their supervisor prior to the start of the workday. If the absence continues beyond one day, the employee is expected to keep the supervisor informed of his/her condition and anticipated return date. At the employer's discretion, the employee may be required to provide medical verification.

The City reserves the right to have an employee examined by the City's medical professional, at City cost, to determine fitness for duty. The City's right to have employees examined by the City's medical professional does not in any way limit the employee's rights to be treated by a medical professional of their choice.

Nothing in this article will limit the City's right to deem leave taken as leave provided for under the State or Federal Family Medical Leave Acts.

- 13.3 Use: An employee may use accumulated sick leave for absences necessitated by the employee's injury or illness or an immediate family member's serious illness/injury or hospitalization. For purposes of this article, "immediate family" will mean spouse, parents, stepparent, child, stepchild, guardian, foster child or sibling who lives at home.
- 13.4 Medical Appointments: Employees, when possible, will schedule medical appointments outside of normal working hours. When medical appointments are scheduled during normal working hours, employees will be charged sick leave for actual time lost for the medical appointment. However, employees will not be charged from sick leave for absences from work necessitated by follow-up doctor visits due to workers compensation related injuries or illnesses.
- 13.5 Escrow Account: Employees employed prior to March 25, 2011 who terminate employment by eligibility and acceptance to the State Retirement system will have accumulated sick leave, up to a maximum of 688-hours, placed in an escrow account and used to pay health insurance premiums. This provision will not apply to those employees employed after March 25, 2011.

ARTICLE 14 WORKER'S COMPENSATION

- 14.1 An employee injured on the job will be made whole for the remainder of the working day in which the injury occurred based on medical verification that the employee is unable to perform available work. The injured employee, at his/her option, can make himself/herself whole for the difference between the payment from Worker's Compensation and the regular rate of pay through use of sick leave or vacation for all subsequent days off due to the work related injury as long as the payment does not exceed the normal rate of pay.

ARTICLE 15 FUNERAL LEAVE

- 15.1 Employees will be allowed up to 3-days off with pay for absences necessitated by a death in the employee's immediate family including spouse, parent, stepparent, child, stepchild, foster child, sibling, guardian, ward, parent-in-law, grandchild or grandparent. In circumstances which require an employee to attend a funeral of a member of the immediate family at a travel distance in excess of 300 miles from Green Bay up to 2-additional days may be granted. A request for additional vacation, personal, comp time or other leave time must be communicated to the immediate supervisor as soon as practicable. If a funeral is delayed, or a service is held at a date beyond the limits of this policy, the employee may attend, but will not be paid for more funeral leave days than outlined in this policy. Funeral leave is not provided for dealing with wills or estates.

Employees will be allowed 1-day off with pay to attend the funeral of the spouse's grandparents or of a son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunt or uncle of the employee or spouse.

- 15.2 In the event of the death of a current co-worker, employees working in the same department and location having a close working relationship and others who worked closely with this individual on a regular basis, in the sole discretion of the department head, may be allowed up to 3 hours of administrative leave for attendance of a local funeral and related event. All others and time beyond this amount will be required to be accounted for by using compensatory time or personal leave or other appropriate accumulated leave with the approval of the Supervisor.

ARTICLE 16 HEALTH AND DENTAL INSURANCE

- 16.1 Selection of any provider for health and dental insurance and determination of coverage and benefit levels will be at the discretion of the City.
- 16.2 Employees will pay 15% and the City will pay 85% of the single or family premium for health care insurance benefits.
- 16.3 Employees will pay 12.5% and the City will pay 87.5% of the single or family premium for dental insurance benefits.
- 16.4 Employees regularly scheduled to work less than 37.5 hours per week will have the City's contribution appropriately prorated.
- 16.5 Employees will be entitled to reduce their health insurance premium contribution by 2.5% per year by successfully participating in the Wellness Incentive Program. All Wellness Incentives must be completed in the prior year to receive the 2.5% reduction in the following year.

To receive the health insurance premium reduction, the spouse of an employee must participate in the Wellness Incentive Program. The spouse of an employee will not be required to participate in the Wellness Incentive Program if the spouse has a health risk assessment screening conducted at the spouse's employer, however, the spouse must comply with the age-specific requirements. If the spouse of an employee or an employee with family coverage does not participate in the Wellness Incentive Program, the health insurance premium reduction will be 1.25%.

- 16.6 Employees may participate in the City's Health 1265 program as outlined in Appendix B.
- 16.7 Life Insurance: The City will provide and carry, at no cost to the employee, life insurance for each regular full-time employee in an amount equal to the employee's base salary for all employee's regularly scheduled to work a minimum of 37½ hours per week. Employees

will have the option to purchase supplemental life insurance for self, spouse and eligible dependent(s). Employees will pay all premium costs for the optional supplemental life insurance through payroll deduction.

- 16.8 Fed Med Card: When a Transit driver in the process of obtaining or renewing a Fed Med card is required to undergo additional medical testing specifically due to previous heart history or sleep apnea screening, or is required to purchase and maintain medical devices not otherwise required except for obtaining the Fed Med card, the City will reimburse the employee for actual expenses by depositing up to a maximum of \$200 per year into the employee's Personal Benefit Account (PBA) for out of pocket expenses for such testing and/or purchase and upkeep of required equipment. Out of pocket expense will be determined by the statement from the insurance company. The Transit driver is responsible for requesting the PBA reimbursement and providing appropriate documentation of the expense.

ARTICLE 17 RETIREMENT CONTRIBUTION

- 17.1 Employees are subject to a retirement contribution in an amount equal to one-half of all actuarially required contributions approved by WRS.

ARTICLE 18 WAGES AND RATES

- 18.1 Attached hereto and marked Schedule A is the schedule showing the classifications and wage rates of the employees covered by this Agreement. It is mutually agreed that said Schedule and the contents hereof will constitute a part of this Agreement.
- 18.2 All members of the bargaining unit will be subject to mandatory direct deposit of their paychecks.
- 18.3 An employee that is called in for work outside of the regular work day will be paid for a minimum of 2-hours pay.
- 18.3.1 If a bus operator is scheduled the day before for a Limited Service piece of work the driver will be paid a minimum of 1½ hours and will not be required to stay for standby unless notified by dispatch. If the bus operator is scheduled on the same day as the Limited Service piece of work the operator will receive a minimum of 2-hours pay.

ARTICLE 19 HOURS OF WORK

- 19.1 The City will establish the hours of work for employees in the bargaining unit.

- 19.2 In accordance with the Fair Labor Standards Act (FLSA) overtime at the rate of 1½ times the employee's regular hourly rate will be paid for all hours actually worked in excess of 40-hours per week. Vacation, personal days, compensatory time, holiday time, funeral leave and jury duty will be considered actual hours worked for the purposes of determining eligibility for overtime.
- 19.3 Overtime hours are subject to prior supervisory approval.
- 19.4 Employees working holiday hours, in accordance with Article 11, will be eligible to receive double time pay.
- 19.5 Per calendar year, employees may bank up to 80 hours of overtime earned in a compensatory time bank. Employees may request the use of compensatory time off at the rate at which such time is earned.
- 19.6 In the event that compensatory time is not used prior to the end of the calendar year in which it is earned, the employee's compensatory time will be paid out at the employee's current rate of pay.
- 19.7 All benefits covered by this Agreement will be appropriately prorated for employees who work less than fulltime.
- 19.8 Whenever the Transit Department is closed due to a weather emergency, all employees will be required to use vacation, personal day or leave without pay for the day in question. Employees who report to work prior to being notified of the closing will receive a minimum of 2-hours pay. If the department does not close completely, the Transit Director may retain employees for the full shift or send them home prior to the end of the shift and require them to use vacation, personal day or leave without pay. Unless a weather emergency is declared by the Transit Director or designee all employees will be required to report to work.

ARTICLE 20

CLOTHING ALLOWANCE/REIMBURSEMENT

- 20.1 The City will provide the initial compliment of clothing which will include: shirts or polo shirts, turtleneck, trousers, jackets, sweaters, walking shorts, culottes for females, or sweater, and winter parkas or bomber jackets or vests. The City will pay 95% of the cost. Parkas may be purchased by limited service employees at their own expense. Transit patches on uniforms will be turned into the Transit Department when an employee terminates employment. The City will pay \$80, to be included with the first paycheck of each year of this Agreement, to cover the cost of footwear. Shoes will be a solid black or brown. This will be an annual allowance and the footwear will be worn only on the job. Belts will be considered part of the uniform while ties will not be.
- 20.2 Clothing will be replaced by the City as needed. However, no employee will wear any part

of the uniform for any reason other than performing their duties as Transit employees. Management will outfit probationary employees as it deems necessary.

20.3 The City will provide the initial compliment of clothing which will include:

- 5 shirts (long or short sleeve or polo shirts)
- 3 trousers
- 1 jacket with liner
- 1 sweater (pullover or cardigan) or
- 1 turtleneck
- 1 belt
- 2 shorts/culottes (either or)
- 1 parka or bomber jacket or vest

20.4 Shorts will be considered part of the uniform however; they may only be worn from April 15 to October 15. Black or white tennis shoes and laces may also be worn during this period, but will be worn at the employees' expense.

20.5 The City will, upon submission of a receipt, reimburse drivers for half the Commercial Drivers License (CDL) renewal fee.

ARTICLE 21 PICK OF RUNS

21.1 Pick of runs will be held 3-times a year to be effective in January, May and September. The runs will be posted for at least a minimum of 10-calendar days prior to the effective date. There will be a 24-hour time limit (excluding Saturday, Sunday and holidays) for individual operators in seniority order to make their pick of runs in the choice book. If an operator does not pick a run within the allowed time, the operator will be allowed to pick a run anytime thereafter in seniority order from the choice book openings remaining at the time of the selection but not to bump a driver of lesser seniority who has chosen within the set schedule.

21.2 If an operator makes an error in signing for a run, the operator may contact the supervisor and will be allowed to pick a run anytime thereafter in seniority order from the choice book openings remaining at the time of the selection but not to bump a driver of lesser seniority who has chosen within the set schedule.

21.3 If an operator is not going to be available during the time the pick of runs is occurring, the operator may provide their supervisor or union officer with a priority list of run selections however only a supervisor may record the selection on the run bid form.

ARTICLE 22 EXTRA BOARDS

- 22.1 Whenever practically possible, the City will post the daily extra board worksheet by 1:00 p.m. the day prior to the scheduled work day.
- 22.2 Changes to the assigned work schedule will be made on the dispatcher's copy in the office. Drivers will be notified by the dispatcher of changes made after schedule has been posted.
- 22.3 Selection of the extra board work assignments will be made in rotating seniority order.
- 22.4 When an extra board driver has worked 40-hours by the end of the work day on Friday, any additional Saturday hours will be granted to other drivers on the extra board according to their rotating seniority order.
- 22.5 In the event of an emergency, the City reserves the right to exercise policies as it sees fit.

ARTICLE 23 SEPARABILITY AND SAVINGS CLAUSE

- 23.1 If any Article or Section of this Agreement or of any Rider thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination to its validity, the remainder of this Agreement and of any Rider hereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, will not be affected thereby.
- 23.2 In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby will enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement. Either party will be permitted all legal or economic recourse in support of its demands, notwithstanding any provision in this Agreement to the contrary.

ARTICLE 24 DURATION OF AGREEMENT

- 24.1 This Agreement will become effective as of January 1, 2019 or date of signature if after January 1, 2019, and will remain in force and effect to and including December 31, 2021.
- 24.2 This Agreement and the provisions thereof supersede the previous Collective Bargaining Agreement of the parties and will be in full force and effect until December 31, 2021 and from year to year thereafter unless written notice of termination or amendment or change in the terms thereof is given by either part to the other 90-days prior the expiration of this Agreement or any subsequent anniversary date of this Agreement.

This Agreement was approved on _____, 2019 by the Transit Union and _____, 2019 by the City Council.

For the Union

Representative

Representative

For the City of Green Bay

Mayor

Human Resources Director

Transit Director

Attest:

City Clerk

**APPENDIX A
WAGE RATES**

CLASSIFICATION	2% 10/1/19	2% 10/1/20	2% 10/1/21
0 – 1040 Hours	\$19.37	\$19.76	\$20.16
1041 - 2080 Hours	\$21.56	\$21.99	\$22.43
Thereafter through the 7 th year	\$23.84	\$24.32	\$24.81
Beginning of 8 th Year	\$23.99	\$24.47	\$24.96
Beginning of 12 th Year	\$24.06	\$24.54	\$25.03
Beginning of 16 th Year	\$24.19	\$24.67	\$25.16

- This wage schedule incorporates longevity payments.
- Operators who work a shift consisting of 7 to 9 hours, beginning after 1:00 PM will receive \$0.30 per hour premium pay for work performed.
- The increases will occur on the first date of the pay period in which October 1 occurs.
- If during the term of this contract the general municipal employees receive a general wage increase that exceeds the amounts listed in this appendix, the bus operators will receive the additional general wage increase.
- Only employees actively employed on the date of Union ratification of the Agreement will be eligible for any retroactive provisions.

APPENDIX B

Health 1265

Members of the Amalgamated Transit Union, Local Division 857, AFL-CIO who carry City sponsored insurance may participate in the City's Health 1265 program for the following periods and will be eligible to receive a reduced premium contribution of 11.5% for the following calendar year if they achieve 1265 points and meet all of the requirements under the City's program.

- January 1, 2019 - October 31, 2019 – 11.5% reduced premium contribution for the 2020 calendar year if the employee achieves 1265 points and meets all of the requirements under the program.
- November 1, 2019 - October 31, 2020 – 11.5% reduced premium contribution for the 2021 calendar year if the employee achieves 1265 points and meets all of the requirements under the program.
- November 1, 2020 - October 31, 2021 – 11.5% reduced premium contribution for the 2022 calendar year if the employee achieves 1265 points and meets all of the requirements under the program.

Upon enrollment in myInertia as part of the Health 1265 program, eligible employees will receive \$55 toward the cost of a fitness tracker and be eligible for the incentives under the program.

**Tentative Agreement
February 20, 2019**

City of Green Bay, Wisconsin
And
City of Green Bay Amalgamated Transit Union
Local 857, ATU, AFL-CIO
(Bus Operators)

2019-2021 Agreement

On January 16, 2019 the City and the Bus Operators Union entered into a tentative agreement for a three year contract that will expire on December 31, 2021. The tentative agreement was ratified by the Union on February, 16, 2019 and is recommended for approval by the City Council. The following is a summary of the tentative agreement:

ISSUE	COSTS
General Wage Increase: 2% - Effective with start of pay period in which October 1, 2019 occurs. 2% - Effective with start of pay period in which October 1, 2020 occurs. 2% - Effective with start of pay period in which October 1, 2021 occurs.	\$ 20,988.93 \$ 46,098.00 <u>\$ 38,369.07</u> \$105,456.00
Premium Pay: - Operators who work a shift consisting of 7 to 9 hours, beginning after 1:00pm will receive a \$.30 per hour premium pay for work performed. - This is changed from \$.25 to \$.30 - Estimate in 2019 - Estimate in 2020 - Estimate in 2021	 \$ 1,600.00 \$ 1,600.00 <u>\$ 1,600.00</u> \$ 4,800.00
Health 1265: The Transit Operators are open to participating in the City's Wellness Program: Health 1265. The City's Wellness Coordinator will work with the Transit union to find activities that are specific to the operators.	No Cost
Amended language: "Retirees who return as Limited Service Drivers within one year from date of retirement will be paid at their last pay step exclusive of longevity" is eliminated. - Fair-Share language is amended to comply with current law.	No Cost
Duration of Agreement	Three Year



Report to the
Public Arts Commission
of the City of Green Bay

MEETING DATE

March 5, 2019

PREPARED BY

Laura Schley, Staff

AGENDA ITEM # S.I.

To approve the Green Bay Public Arts Commission funding strategy and continue to operate as normal.

BACKGROUND

Currently the Green Bay Public Arts Commission (GBPAC) has (\$32,025) total in available assets.

Total funds available to fund the position of the Public Arts Coordinator are (\$27,225). These funds would maintain the position until approximately October 2019. The average monthly cost to fund this position is (\$3,332).

Allotted funds for the Annual Grants program for the months of February – May total \$1,500. These funds would be deducted from the funds available for staff. If these funds are deducted, the staff position will end approximately in September 2019.

RECOMMENDATION

Based on the current state of funds available, staff recommends temporarily freezing the Annual Grant Program until the future of the position has been maintained into 2020 and funds have become available.

FISCAL IMPACT

ATTACHMENTS

- I. Green Bay Public Arts Commission Funding Strategy

Green Bay Public Arts Commission Funding Strategy

Excess Stadium Tax	\$20,225	
CDGB funds (staffing)	\$7,000	
RAP balance	\$4,800	
TOTAL \$ available	\$32,025	
\$ available for staff	\$27,225	This would maintain the staff position until approximately October 2019.
Average staff \$ per month	\$3,332	
Allotted Annual Grant Funds (Feb – May)	\$1,500	This would be deducted from \$ available for staff, which would end the staff position approximately in September 2019.

Currently the Green Bay Public Arts Commission (GBPAC) has (\$32,025) total in available assets. The funds are broken down as follows: Excess Stadium Tax Fund (\$20,225), approximately (\$7,000) remaining from CDGB funds, and (\$4,800) in restricted funds for the Rotating Art Program.

Total funds available to fund the position of the Public Arts Coordinator are (\$27,225). These funds would maintain the position until approximately October 2019. The average monthly cost to fund this position is (\$3,332).

Allotted funds for the Annual Grants program for the months of February – May total \$1,500. These funds would be deducted from the funds available for staff. If these funds are deducted, the staff position will end approximately in September 2019.



Report to the
Public Arts Commission
of the City of Green Bay

MEETING DATE

March 5, 2019

PREPARED BY

Laura Schley, Staff

AGENDA ITEM # S.2.

To approve \$300 in Annual Grant funds to the Boys and Girls Club for the 2019 Dragon Boat Races.

BACKGROUND

The Boys & Girls Club of Greater Green Bay is requesting \$1,500 from the Green Bay Public Arts Commission to assist in funding performance and public art programming to take place at the 2019 Dragon Boat Races.

RECOMMENDATION

Due to the current available funds of the Green Bay Public Arts Commission, staff recommends either a reduction of the requested funds or denial of the Boys & Girls Club of Greater Green Bay's Annual Grant Program Application.

FISCAL IMPACT

ATTACHMENTS

1. A_application_BGCGB
2. B_imagelist_BGCGB
3. B_worksample1_BGCGB
4. B_worksample2_BGCGB
5. B_worksample3_BGCGB
6. B_worksample4_BGCGB
7. AGP Grading Form - BGCGB 2019 Dragon Boat Races

ANNUAL GRANT PROGRAM APPLICATION

Green Bay Public Arts Commission
City of Green Bay
Dept. of Community and Economic Development
100 North Jefferson Street - Room 608
Green Bay, WI 54301-5026
Phone: (920).448.3142
Fax: (920).448.3426
<http://greenbaywi.gov/pac>



NAME OF ARTIST/ARTIST TEAM OR ORGANIZATION: Boys & Girls Club of Greater Green Bay

APPLICANT/ORGANIZATION NAME: Jenifer Allen

STREET ADDRESS: 1400 Lombardi Avenue, Suite 60

MAILING ADDRESS (IF DIFFERENT):

CITY: Green Bay STATE: WI ZIP CODE: 54304

TELEPHONE (DAYS): (920) 494-7090

E-MAIL ADDRESS: jallen@bgcgb.org

PROJECT TITLE: 2019 Dragon Boat Races

WHERE PROJECT WILL OCCUR: City Deck, downtown Green Bay

START DATE: July 20, 2019 END
DATE: July 20, 2019

ESTIMATED TOTAL COST: \$33,000 ADDITIONAL INCOME: \$50,000

AMOUNT REQUESTED FROM GBPAC: \$1,500 (In addition to the below description, remember to attach several examples of previous work - Maximum of 4 examples.)
WHAT IS YOUR EXPERIENCE WITH EXHIBITING, PERFORMING OR PROGRAMMING PUBLIC ART?

The Boys & Girls Club has several years of experience with exhibiting and performing public art. In 2016 and 2017, youth and teaching artists from our Youth Arts Initiative (YAI) organized public Where's Your Art? culminating events, each time taking place in a free format open to the public at Backstage at the Meyer. Lessons learned from the first event allowed us to implement more effective marketing strategies to double the audience from nearly 40 community members in 2016 to approximately 75 audience participants in 2017. Our organization also hosts a number of smaller scale culminating events throughout the year that engage audiences consisting of the peers and family members of youth performers and artists. Recent examples include a summer dance showcase at the ARTgarage, a comic book release party and signing event at Barnes & Noble, and a fine arts and photography juried exhibit within our west side Clubhouse.

The newest addition to the Boys & Girls Club's public arts performance portfolio involves Green Bay's first ever Dragon Boat Races event that took place in July 2018 on Green Bay's downtown City Deck. Along with organizing a series of Dragon Boat heats that involved 13 teams of 20-22 paddlers each, the Club incorporated live performances on the City Deck from a Madison based Chinese Dragon Dance troupe. The Chinese dancers engaged bystanders in ceremonial and cultural aspects of the Dragon Boat racing tradition. Over the course of the day long event, the Dragon Boat Races and dance performances engaged an estimated 800 audience members and participants.

From this experience, we learned the value of featuring our event and public arts performances in an outdoor venue that is accessible to the general public, including community members who do not typically engage in public art experiences. The event's location on the City Deck provided an accessible opportunity for a wide range of bystanders to experience the Dragon Boat activities throughout the day, and its proximity to the downtown Saturday Farmers Market drew a constant stream of spectators excited to watch the Dragon Boat heats and Chinese Dance performances as they were leaving the Farmers Market.

IN THE SPACE PROVIDED, BRIEFLY DESCRIBE YOUR PROJECT: (Additional pages may be attached: 1 full page maximum.)

The Boys & Girls Club's vision for the 2019 Dragon Boat Races is that this year's event will include an enhanced arts and cultural focus. We will accomplish this by expanding upon the 2018 event's successful Chinese dance troupe performances to incorporate additional public arts programming presented by dozens of local youth artists involving performing, visual, and media-based art forms developed through our Youth Arts Initiative. Our long term vision is to grow the Dragon Boat Races event into an annual cultural festival that celebrates the many diverse cultures, traditions, and art forms that contribute to the rich quality of life of being a Green Bay resident.

To attract community audiences who will engage in the event's performance and public arts programming aspects, the 2019 Dragon Boat Races will provide a highly visible activity that draws spectators to the City Deck. Statewide promotions for the event will recruit teams of professional and amateur paddlers to register for our Green Bay event along with friends, family, and professional colleagues who will attend at no cost to cheer on the competitors. Three heats of Dragon Boat Races will engage an estimated 500 paddlers throughout the day.

Based on our experience in offering this event for the first time in 2018, we anticipate that the visibility of having the Dragon Boat Races on the City Deck on a summer Saturday will draw audience members from the downtown Green Bay Farmers Market. There will be no cost for spectators to view the Dragon Boat Races or attend the event's arts and cultural performances and programming, and the audience will include families with young children and adults of all ages, from young professionals to senior citizens. Based on the increased awareness generated from our 2018 event and combined with our enhanced 2019 promotions, our goal is to engage 1,000 audience members throughout the course of the 2019 Dragon Boat Races event.

PROJECT OBJECTIVE:

The 2019 Dragon Boat Races event has three main objectives:

- Generate funds from a new donor base to support the Boys & Girls Club's healthy lifestyles & athletics programs
- Generate awareness in the community of the Boys & Girls Club's programs and services
- Raise the profile of the arts and culture in the Green Bay through performance and public art programming that engages the general community

Support from the GBPAC will help us accomplish these objectives by underwriting critical expenses and providing assistance with the permitting process. As a result, we hope to engage 1,500 members of general public who will experience the artistic and cultural aspects of the event and develop an increased appreciation for community arts.

DO YOU HAVE THE NECESSARY INSURANCE FOR THIS PROJECT? (Please circle one.)

YES

NO

DO YOU HAVE THE NECESSARY PERMITS FOR THIS PROJECT? (Please circle one.)

YES

NO

We would like to request assistance from the Green Bay Public Arts Commission in obtaining the necessary permits to hold our 2019 event on the City Deck and river front. In 2018, the most challenging aspect of organizing the first year of Dragon Boat Races event was navigating the City's permitting process. The overall experience was so difficult that we have considered moving the event to De Pere.

APPLICANT NAME/ ORGANIZATION: _____

TOTAL REQUESTED FROM GBPAC: _____

PROPOSED BUDGET FOR GREEN BAY PUBLIC ARTS COMMISSION GRANT**PROJECT EXPENSES** Applicants may attach budget details IN ADDITION to this completed form.

In-Kind Expenses - Must equal In-Kind Income (defined on pg. 4)	Amount
Volunteer Support (140 hours)	\$3,456.60
Television Promotions	\$5,000.00
TOTAL	\$8,456.60

(Please indicate
via check box
below if GBPAC
funds will be used
for the expense
listed.)

Supplies/Materials	Amount	Check off
TOTAL		

Publicity/Postage	Amount	Check off
Signage	\$1,200	
Awards	\$500	
Promotional items (t-shirts, swag bags, volunteer gear)	\$2,000	
TOTAL	\$3,700	

Services/Fees/Rentals	Amount	Check off
Dragon Boat outfitters	\$16,500	
Permits and insurance	\$6,200	X
Entertainment, AV equipment and staging rentals	\$4,400	
TOTAL	\$27,100	

Honorary/Personnel	Amount	Check off
Chinese Dragon Dance Troupe	\$600	
Youth Arts Initiative professional practicing teaching artists (5 hrs x \$30 X 4 artists)	\$600	X
TOTAL	\$1,200	

Travel/Other Expenses	Amount	Check off
Transportation and meals for Youth Arts Initiative performers	\$75	
Hotel for Dragon Boat Company	\$925	
TOTAL	\$1,000	

Total Expenses must equal Total Income on Page 4

TOTAL EXPENSES	\$41,456.60
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PROJECT INCOME

In-Kind Contributions - Must equal In-Kind Expenses (item, source, amount) *	Amount
Volunteer Support (35 event volunteers x 4 hour shifts x \$24.69)	\$3,456.60
Television Promotion	\$5,000.00
TOTAL	\$8,456.60

Committed Funds (donors and amount)	Amount
Entertainment Sponsorship (Prevea)	\$5,000
Three registered teams (Schneider National; Pension, Inc.; Motley Crew Dragon Boat Club)	\$2,600
TOTAL	\$7,200

Anticipated Funding (donor and amount)	Amount
Event Sponsorships (donors TBD)	\$25,000
Team Registration Fees (XX teams x \$XXXX registration fee)	\$15,000
Raffle Ticket Sales, other day of event fundraising	\$1,300
TOTAL	\$41,300

GBPAC Grant Funds Requested	TOTAL	\$1,500
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Total Income must equal Total Expenses from Page 3	TOTAL INCOME	\$58,456.60
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* IN-KIND is defined as non-cash donations of goods and services such as labor, facilities, or equipment to carry out a project. Typically, skilled or professional labor can be valued at the prevailing rate that the individual making the donation has a record of receiving in the field. For example Grantee X counts donation of Venue Y at Venue Y's normal rental rate and the donation of their set designer at the designer's average wage of \$17.00 per hour x's the number of hours they will work on the project. If audited, these amounts could be verified, by showing the posted rental agreement for Venue Y and previous pay stubs of the set designer.

Grants MAY be used for artists' fees, legally required royalties, production expenses, space rental, marketing costs, purchase of expendable materials, required insurance, city-related expenses such as street closures and police/fire protection. GBPAC grants CANNOT be used to fund prizes or awards, scholarships, tuition, permanent equipment, travel outside of Green Bay, refreshments and/or debts incurred for past activities.

Boys & Girls Club of Green Bay (BGCGB) Image List

Work Sample 1: Link to video footage of 2018 Dragon Boat Races event (less than 2 minutes)

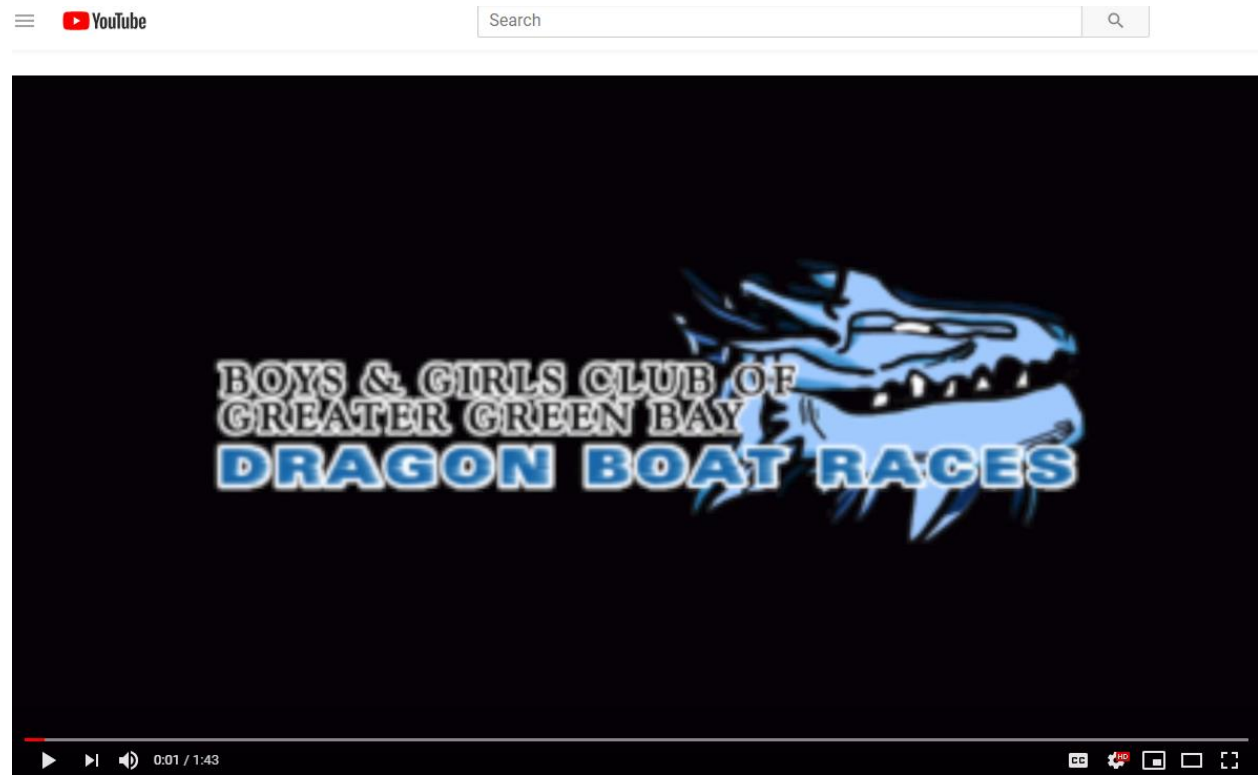
Work Sample 2: Photos from the 2016 “Where’s Your Art?” culminating event featuring Youth Arts Initiative participants presenting original films, graphic design projects, and performances at a free public art event at Backstage at the Meyer

Work Sample 3: Photo from the 2018 Dance Showcase event featuring Youth Arts Initiative participants performing at a free public art event at the ARTgarage

Work Sample 4: Photo from the 2018 comic book release party and public signing event at Barnes and Noble featuring Youth Arts Initiative participants who contributed to the *Doodle Planet* comic book

2018 Dragon Boat Races video (less than 2 minutes):

<https://www.youtube.com/watch?v=E4RDrdA6FDg&feature=youtu.be>



Dragon Boat Races







ANNUAL GRANT PROGRAM – SCORING FORM

Applicant: Boys & Girls Club of Greater Green Bay

Project: 2019 Dragon Boat Races

February 28, 2019

FACTOR	MAX POINTS	Commission Score	Notes
ALIGNMENT WITH STRATEGY	20		
Enhances environment of public space	5		
Safe to the public	5		
Design/idea is relevant to community	5		
Applicant demonstrates experience in public art with previous work/examples	5		
DESIGN AND THEME	20		
Overall form and character	5		
Ideas fully explored throughout piece	5		
Project is accessible to all	5		
High potential to reach targeted audiences	5		
ORIGINALITY	15		
Creativity of design/idea	5		
Originality of design/idea	5		
Engaging to audience	5		
BUDGET	5		
Applicant has realistically assessed their costs	5		
TOTAL POINTS POSSIBLE	60		

Do you approve of this project?

Yes

No

Maybe

If you answered yes, what \$ amount do you wish to award? If you answered maybe, please explain why. Reminder: the maximum award amount is \$1,500.

Final Comments/Questions:



Report to the
Public Arts Commission
of the City of Green Bay

MEETING DATE

March 5, 2019

PREPARED BY

Laura Schley, Staff

AGENDA ITEM # S.3.

To approve \$300 of Annual Grant funding to UntitledTown.

BACKGROUND

UntitledTown is requesting \$1,500 from the Green Bay Public Arts Commission to assist in funding the 3rd Annual UntitledTown Book & Author Festival.

RECOMMENDATION

Due to the current available funds of the Green Bay Public Arts Commission, staff recommends either a reduction of the requested funds or denial of UntitledTown's Annual Grant Program Application.

FISCAL IMPACT

ATTACHMENTS

1. A_application_UntitledTown
2. B_worksampleI_UntitledtownImpactReport
3. AGP Grading Form - UntitledTown

ANNUAL GRANT PROGRAM APPLICATION

Green Bay Public Arts Commission
City of Green Bay
Dept. of Community and Economic Development
100 North Jefferson Street - Room 608
Green Bay, WI 54301-5026
Phone: (920).448.3142
Fax: (920).448.3426
<http://greenbaywi.gov/pac>



NAME OF ARTIST/ARTIST TEAM OR ORGANIZATION: UNTITLEDTOWN

APPLICANT/ORGANIZATION NAME: UNTITLEDTOWN

STREET ADDRESS: PO BOX 1105

MAILING ADDRESS (IF DIFFERENT): _____

CITY: GREEN BAY STATE: WI ZIP CODE: 54305

TELEPHONE (DAYS): (301) 219-7576

E-MAIL ADDRESS: derrick@untitledtown.org

PROJECT TITLE: UNTITLEDTOWN Book + Author Festival

WHERE PROJECT WILL OCCUR: BROWN COUNTY LIBRARY, KI Center, St. Brennan's, The Tarlton

START DATE: 4/25/2019 (mostly 4/27) END DATE: 4/28/2019

ESTIMATED TOTAL COST: \$15,000 (mostly) ADDITIONAL INCOME: \$13,500

AMOUNT REQUESTED FROM GBPAC: \$1,500.00

WHAT IS YOUR EXPERIENCE WITH EXHIBITING, PERFORMING OR PROGRAMMING PUBLIC ART? (In addition to the below description, remember to attach several examples of previous work - Maximum of 4 examples.)

This is UntitledTown's 3rd Annual Book + Author Festival. UntitledTown has hosted big names like R.L. Stine and Roxane Gay. 1700 students were bussed to the Stine event at the Weidner last year. UntitledTown has partnered with many venues and organizations in Green Bay over the years to make this happen. You will find attached the UntitledTown Impact Report, fresh off the presses!

IN THE SPACE PROVIDED, BRIEFLY DESCRIBE YOUR PROJECT: (Additional pages may be attached: 1 full page maximum.)

Walter Mosley is ahead liner at the 2019 Untitled Town Book + Author Festival. He is a Mystery writer, and his book Devil in a Blue Dress was converted into a film starring Denzel Washington! In March we will hold a Book and a Movie event at The Carlton Theater to raise awareness. His newest novel, Down the River Unto the Sea is nominated for Novel of the Year for the 2019 Edgar Allan Poe Awards! Mosley will be appearing Saturday April 27, 2019 at 7:00pm in the Atwood Room of the KI Center!

PROJECT OBJECTIVE:

Promote + Support literacy and our community of writers/readers is not just Green Bay, but also Northern Wisconsin as well as introduce new local, regional, and national authors to the hungry public!

DO YOU HAVE THE NECESSARY INSURANCE FOR THIS PROJECT? (Please circle one.)

YES

NO

DO YOU HAVE THE NECESSARY PERMITS FOR THIS PROJECT? (Please circle one.)

YES

NO

UNITED TOWN
 APPLICANT NAME/ ORGANIZATION:

\$1,500.00
 TOTAL REQUESTED FROM GBPAC:

PROPOSED BUDGET FOR GREEN BAY PUBLIC ARTS COMMISSION GRANT

PROJECT EXPENSES Applicants may attach budget details IN ADDITION to this completed form.

In-Kind Expenses - Must equal In-Kind Income (defined on pg. 4)	Amount
TOTAL	

(Please indicate via check box below if GBPAC funds will be used for the expense listed.)

Supplies/Materials	Amount	Check off
TOTAL		

Publicity/Postage	Amount	Check off
TOTAL		

Services/Fees/Rentals	Amount	Check off
KI Center Rental	\$600.00	
TOTAL	\$ 600.00	

Honorary/Personnel	Amount	Check off
Walter Mosley - appearance	\$15,000.00	☒
TOTAL	\$15,000.00	

Travel/Other Expenses	Amount	Check off
TOTAL		

Total Expenses must equal Total Income on Page 4

TOTAL EXPENSES	<u>\$15,600.00</u>
----------------	--------------------

PROJECT INCOME

In-Kind Contributions - Must equal In-Kind Expenses (item, source, amount) *	Amount
TOTAL	

Committed Funds (donors and amount)	Amount
Cell com	\$600.00
Friends of the library	13,500.00
TOTAL	\$14,100.00

[illegible]

GBPAC Grant Funds Requested	TOTAL	11,500
-----------------------------	-------	--------

Total Income must equal Total Expenses from Page 3	TOTAL INCOME	\$15,600
--	--------------	----------

* IN-KIND is defined as non-cash donations of goods and services such as labor, facilities, or equipment to carry out a project. Typically, skilled or professional labor can be valued at the prevailing rate that the individual making the donation has a record of receiving in the field. For example Grantee X counts donation of Venue Y at Venue Y's normal rental rate and the donation of their set designer at the designer's average wage of \$17.00 per hour x's the number of hours they will work on the project. If audited, these amounts could be verified, by showing the posted rental agreement for Venue Y and previous pay stubs of the set designer.

Grants MAY be used for artists' fees, legally required royalties, production expenses, space rental, marketing costs, purchase of expendable materials, required insurance, city-related expenses such as street closures and police/fire protection. GBPAC grants CANNOT be used to fund prizes or awards, scholarships, tuition, permanent equipment, travel outside of Green Bay, refreshments and/or debts incurred for past activities.

IMPACT REPORT 2018

ALL
Thanks
TO YOU

Visit
UNTITLEDTOWN
BOOK AND AUTHOR FESTIVAL

SPONSORED BY BREAKTHROUGH FUEL & CRYSTAL CLEAR RESOURCES

AT UNTITLEDTOWN, OUR MISSION IS TO CELEBRATE THE HUMAN ACT OF STORYTELLING.



Since 2017, we've fostered a community of readers and writers of all ages and experiences, culminating in an April UntitledTown Book and Author Festival. We dream of making Green Bay, Wisconsin, an elite literary destination.

2018 WAS OUR BIGGEST YEAR YET.

Friends,

UntitledTown began as a conversation in a Green Bay coffee shop. Was there a way, our founders wondered, to bring together writers and readers in Northeastern Wisconsin? Could a town best known for curds and QBs become a literary destination?

The answer was yes. Today, UntitledTown is a thriving community of booklovers and storytellers of all ages and experiences. Our “citizens” are babies who gnaw covers of Miranda Paul’s picture books. They’re high school activists who run citywide writing workshops. They’re adults typing their novels during lunch breaks and readers piling *just one more book* onto a teetering stack.

Our festival has hosted international superstars like Margaret Atwood and hometown kids with dragon-winged ambitions. We bussed 1,700 elementary school kids to share high-fives with Guinness World Records-bestselling author R.L. Stine. We’ve introduced hundreds of Wisconsin writers to eager audiences. All thanks to you.

Your trust, and your support, have made UntitledTown an event where chance encounters lead to dreams come true.

Thank you.

Rebecca Meacham
Amy Mazzariello
Co-Presidents
UntitledTown Co.



ALL THANKS TO YOU



180 EVENTS



170+ AUTHORS



5,600+ ATTENDEES

COMMUNITY IMPACT

UntitledTown attendees spent more than \$50,000 to support local businesses.



HOTELS:
\$15,856.07

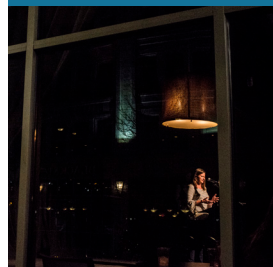
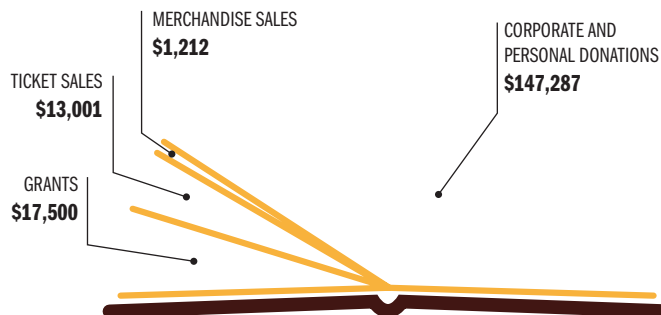


RESTAURANT/BAR:
\$23,537.00

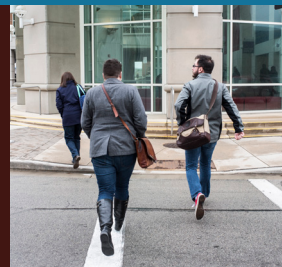


RETAIL:
\$14,558.79

TOTAL 2018 BUDGET – \$179,000



"I loved the feeling that the city was alive! Having this festival in our town not only made me beam with pride, it also allowed me to envision Green Bay taking steps toward a more connected and cultured city."



"I love the sense of community that UntitledTown provides ... it showcases all of the things I love about the city of Green Bay."



"The festival was a great fusion of town and exhibitions."



**YOUR IMPACT
ON READERS,
WRITERS &
DAYDREAMERS
IN THEIR OWN
WORDS.**



YOUTH IMPACT

Of the 5,600+ attendees, 3,100 attended events (keynotes, readings, workshops) geared toward young (ages 0-18) readers and writers.*

Of those attending youth events, 1,746 were area fourth-graders bussed to the Weidner Center for an exclusive free morning event with R.L. Stine.

**This number includes programming for hands-on literacy activities for pre-readers (ages 0-6)*

"One of the best organized and interesting events I've ever attended! Thank you so much to the sponsors."



"Thank you for creating such an inclusive and supportive environment."

"It is very inspiring to talk to people who had jobs and lives similar to mine and see that they were able to make the writing dream happen."



Elementary school students from these schools/regions attended the R.L. Stine event:

Oconto, Oneida Nation School, Seymour, Westwood, Sunrise, Pioneer, Lincoln, Nicolet, Howe, Keller, Aldo Leopold, McAuliffe, MacArthur, Wilder, Chappell, Fort Howard, Tank, Sullivan, Elmore, Red Smith, Minoka-Hill

"Kudos to the organizers and sponsors for getting big names to Green Bay!"



"The whole event re-energized my love of the literary world."



"UntitledTown opened up a celebrity world for my children based on books instead of movies."



BOARD OF DIRECTORS

Rebecca Meacham / Co-President
Director of the Creative Writing Program
and Professor of English and Humanities,
University of Wisconsin—Green Bay

Amy Mazzariello / Co-President
Event Planner & Book Buyer,
The Reader's Loft

Derrick Holt / Vice President
Audio Professional & Teacher

Maria Konkel / Treasurer
Assistant Vice President of
Treasury Management,
Nicolet National Bank

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Director of the Multi-Ethnic
Student Affairs (MESA) Office,
University of Wisconsin—Green Bay

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Professor of Spanish and Latin American
Literatures and Global Studies,
University of Wisconsin—Green Bay

Jerod Santek / Board Member
Executive Director,
Write On, Door County

**PLEASE JOIN US
FOR THE NEXT
UNTITLEDTOWN
APRIL 26-28, 2019**

Donate today: UntitledTown.org

OUR SPONSORS



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Language Clarity Solutions



Breakthrough
Fuel



The George Kress Foundation Inc.



FRIENDS
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BROWN COUNTY LIBRARY



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HUMANITIES
council**

**Schanock Family Foundation
Pomp's Tire Service, Inc.
Schreiber
Camera Corner/Connecting Point
Cellcom
City of Green Bay
Nicolet National Bank
Wisconsin Public Radio
Wisconsin Public Service Foundation
WLUK Fox 11/Cw14**

Visit
UNTITLEDTOWN
BOOK AND AUTHOR FESTIVAL

SPONSORED BY BREAKTHROUGH FUEL & CRYSTAL CLEAR RESOURCES

UntitledTown Co., PO Box 1105, Green Bay, WI 54305
amy@untitledtown.org | rebecca@untitledtown.org

ANNUAL GRANT PROGRAM – SCORING FORM

Applicant: UntitledTown

Project: UntitledTown 3rd Annual Book & Author Festival

February 28, 2019

FACTOR	MAX POINTS	Commission Score	Notes
ALIGNMENT WITH STRATEGY	20		
Enhances environment of public space	5		
Safe to the public	5		
Design/idea is relevant to community	5		
Applicant demonstrates experience in public art with previous work/examples	5		
DESIGN AND THEME	20		
Overall form and character	5		
Ideas fully explored throughout piece	5		
Project is accessible to all	5		
High potential to reach targeted audiences	5		
ORIGINALITY	15		
Creativity of design/idea	5		
Originality of design/idea	5		
Engaging to audience	5		
BUDGET	5		
Applicant has realistically assessed their costs	5		
TOTAL POINTS POSSIBLE	60		

Do you approve of this project?

Yes

No

Maybe

If you answered yes, what \$ amount do you wish to award? If you answered maybe, please explain why. Reminder: the maximum award amount is \$1,500.

Final Comments/Questions:



Report to the
Public Arts Commission
of the City of Green Bay

MEETING DATE

March 5, 2019

PREPARED BY

Laura Schley, Staff

AGENDA ITEM # S.4.

To approve the "Call for Artists" for the Military Avenue Business District extension of the pilot utility box art program.

BACKGROUND

Staff had previously discussed the creation of developing a pilot program focused on creating utility box art. After meeting with the Military Avenue Business District (MABD), they expressed interest in utilizing this program within the district. The extension of this pilot program "ART Power" will be located within Military Avenue and will initially consist of the installation of up to seven vinyl wrapped utility boxes created from original artwork. Military Avenue Business District will provide funds to establish this program within Military Avenue.

The Call for Artists will be released for approximately one month and the Commission will select up to 14 final designs to be reviewed by the Military Avenue Business District board. From the final designs provided, the MABD will select the final designs to be developed into vinyl wraps to be applied to select boxes.

RECOMMENDATION

Staff is recommending approval of the Call for Artists for the Military Avenue District extension of the pilot utility box art program.

FISCAL IMPACT

ATTACHMENTS

- I. DRAFT Military Avenue Utility Box Art Program

ART POWER UTILITY BOX ART PROGRAM

Green Bay Public Arts Commission
City of Green Bay
Dept. of Community and Economic Development
100 North Jefferson Street - Room 608
Green Bay, WI 54301-5026
Phone: (920).448.3142
Fax: (920).448.3426
<http://greenbaywi.gov/pac>

Military Avenue Business District
425 S. Military Avenue Suite 206
Green Bay, WI 54301-5026
Phone: (920).544.9503
<https://militaryave.org/>

DEADLINE
April 30th, 2019



BEFORE



AFTER



Photo courtesy of San Leandro Utility Box Program

CALL FOR ENTRIES

The Green Bay Public Arts Commission (GBPAC) is assisting the Green Bay Military Avenue Business District to place artwork within Military Avenue. We are seeking visual artists to submit their artwork for possible placement on utility boxes located on Military Avenue. ARTPOWER will give Green Bay artists the opportunity to transform ordinary objects of urban infrastructure into something fun and unique, enhancing our public spaces.

Chosen artists will be expected to submit their images in a high resolution digital format upon request (not at time of application). Artists will be paid a \$200 licensing fee for rights to use their image on the utility box and in promotional materials. Artist's name and title of artwork will appear on the utility box.

This program is intended to highlight, encourage and promote Green Bay artists by giving them the opportunity to present their artwork publicly.

SELECTION PROCESS

The GBPAC and members from Military Avenue Business Improvement District will review applications and invite up to **6 final artists** to provide high resolution images (for enlargement to at least 6' x 4'). Final selected artists will each receive a licensing fee of \$200 per image upon completion of an art release/waiver. Location, layout, and length of artwork installation will be determined by the City of Green Bay and members from Military Avenue Business Improvement District. GBPAC and Military Avenue have the right to decline all submissions and retract this call for entries for any reason at any time.

HOW TO SUBMIT

All application materials must be received via email or physical copy by 5:00pm on **April 30, 2019**. Applicants with technical limitations, and for general questions, please contact the Public Arts Coordinator: laurasc@greenbaywi.gov

GBPAC

GREEN BAY
PUBLIC ARTS
COMMISSION

Our mission is to focus on the creation and preservation of public art, and ensuring equal access for all to enjoy and engage with public artwork in Green Bay.



Military Avenue, Inc. exists to create an environment that supports the continued success of the businesses and neighborhoods in the Military Avenue district located on the west side of Green Bay.

ART POWER UTILITY BOX ART PROGRAM

Green Bay Public Arts Commission
City of Green Bay
Dept. of Community and Economic Development
100 North Jefferson Street - Room 608
Green Bay, WI 54301-5026
Phone: (920).448.3142
Fax: (920).448.3426
<http://greenbaywi.gov/pac>



GREEN BAY
PUBLIC ARTS
COMMISSION

APPLICATION SUBMISSION

All applicants are encouraged to contact the Public Arts Coordinator (laurasc@greenbaywi.gov) prior to submittal to discuss their application. Submit the following materials (NOTE: Use label style shown in italics, replace *JDoe* with your first initial and last name.)

- A. Cover Letter: including Artist's Name, home address, email address, telephone number, as well as a statement of interest and brief description of the artwork. One page maximum - standard type.
A_Cover_JDoe.pdf
- B. Image List: including information on title, size, and media of artwork. *B_Imagelist_JDoe.pdf*
- C. Work Samples: up to 10 images per artist will be reviewed. *C_Worksample1_JDoe.jpg, C_Worksample2_JDoe.jpg, etc.*

All application materials listed above must be received via email by 5:00 pm on the day of the deadline. Applicants with technical limitations, please contact the Public Arts Coordinator laurasc@greenbaywi.gov. Submit your application materials as an attachment in an email.

To do so, use the following steps:

1. Open a new email message window in your preferred email program.
2. Click on the menu item with a paperclip icon that says "Attach a file" or something similar (e.g., "Attach Files")
3. Select your files/folders you wish to attach and click "Open" or "Choose File" or another similar button to attach the file to your email.
4. Continue composing your email and send(Send the email to laurasc@greenbaywi.gov with a subject line of: AGP Application – John Doe)

GUIDELINES FOR ART SELECTION

The GBPAC and members from Military Avenue Business Improvement District will select artists based upon the following considerations:

- The images submitted are high quality, engaging, positive, and reflect concepts of Green Bay, pride, community, diversity, patriotism, unity, and togetherness.
- There are no legible logos, words, letters or numbers that could constitute a sign in the right-of-way.
- The design submitted does not promote or advertise a particular community group or organization.
- Artists must be over 18 years of age and consider themselves to be professional artists.
- Art submitted for consideration should be able to translate well to a utility box wrap, such that parts of the image may be repeated, doubled, flipped, or even removed to accommodate openings, keyholes, protrusions and other general design constraints that come with wrapping a utilitarian utility box that is a working part of the City's infrastructure.

ART POWER UTILITY BOX ART PROGRAM

Green Bay Public Arts Commission
City of Green Bay
Dept. of Community and Economic Development
100 North Jefferson Street - Room 608
Green Bay, WI 54301-5026
Phone: (920).448.3142
Fax: (920).448.3426
<http://greenbaywi.gov/pac>

GBPAC

GREEN BAY
PUBLIC ARTS
COMMISSION

TYPICAL UTILITY BOX SIZES AND DIMENSIONS

The Utility boxes chosen for this program require between approximately 42 - 62 square feet of coverage depending upon box size and configuration:

- Generalized dimensions of a utility box with a wrapped area of approximately 42 sq ft is 36" wide x 18" deep x 48" high.
- Generalized dimensions of a utility box with a wrapped area of approximately 62 sq ft is 44" wide x 26" deep x 54" high.

SKETCH - UP OF UTILITY BOXES TO BE INCLUDED HERE

ART LICENSE RELEASE FOR UTILITY BOX ART PROGRAM

ONLY FILL OUT AND SUBMIT THIS FORM, UPON REQUEST IF YOUR WORK IS SELECTED FOR PLACEMENT.

Name: _____

Address: _____

Phone Number: _____

Email Address: _____

Title of Art released for use by the City of Green Bay for the Utility Box Art Program:

Image 1: _____ 6: _____

Image 2: _____ 7: _____

Image 3: _____ 8: _____

Image 4: _____ 9: _____

Image 5: _____ 10: _____

Attach images as Exhibit "A"

I declare and agree as follows:

I am the owner of the images named above and attached to this Release as Exhibit A. I own all intellectual property rights to these images and I am legally authorized to sign this release. I warrant the image are not presently under option and/or have not been purchased by a third party that will object to their use by the City of Green Bay for this project.

I agree to indemnify, defend and hold harmless the City of Green Bay, its elected officials, officers and employees free and harmless from any and all claims, damages, costs and liabilities, arising out of any alleged infringement or violation of any intellectual property or other rights, as a result of my submission of the images to the City, or City's duplication and/or use of the images for any purpose associated with the Utility Box Art Program, including promotional use. This indemnity obligation applies to claims of infringement or violation alleged by me, and/or any and all other persons or entities. Any reproduction use by the city will include attribution to the artist.

I agree to a license fee of \$200 per image to grant the City of Green Bay a worldwide, non-exclusive, license to use, reproduce, distribute, publish, display these images in any and all media known or hereafter developed (including, without limitation, print, broadcast, and Internet), for all legitimate business purposes including advertising and promotional activities associated with their use as part of the Utility Box Art Program, including but not limited to placement and display in the public right-of-way. I declare that the foregoing is true and correct and that I have fully read and understand this Release. I understand that by signing this Release I am giving up important legal rights.

Signed: _____ Date: _____

Print Name: _____



Report to the
Public Arts Commission
of the City of Green Bay

MEETING DATE

March 5, 2019

PREPARED BY

Laura Schley, Staff

AGENDA ITEM # S.5.

To approve the creation and establishment of a pilot program entitled "Sidewalk Poetry".

BACKGROUND

Staff has been working with the Green Bay Neighborhood Leadership Council (GBNLC) to develop public art opportunities for Low to Moderate Income neighborhoods. Together they have developed the Sidewalk Poetry program based on similar programming in other cities such as St. Paul, MN.

The proposed program will be funded through GBNLC dollars and will create opportunities for poems to be stamped throughout the City. The proposed program will consist of a poetry contest open for approximately one month to the citizens of Green Bay. Following the deadline, a selected "curator" will review the submissions and make recommendations to the GBPAC and GBNLC. From these recommendations, the GBPAC and GBNLC will select the final poems to be made into stamps. The program will begin with five selected poems which may be stamped up to three times each with the intention of continuing and expanding in the future.

Staff will coordinate with DPW and community members on installation of the pieces during the summer months.

RECOMMENDATION

Staff is recommending approval of the pilot program "Sidewalk Poetry", subject to minor revisions and approval from DPW.

FISCAL IMPACT

ATTACHMENTS

1. Draft FAQ for Sidewalk Poetry Program
2. Draft Application for Sidewalk Poetry Program
3. Draft Resident Consent Form for Sidewalk Poetry Program

**POEMS FOR CITY of GREEN BAY SIDEWALK
FAQ for Poetry in the Public Right-Of-Way**

1. Why are there poems in our City sidewalk?

Answer: As part of sidewalk reconstruction, the City installs poetry in our public spaces. This Sidewalk Poetry Program, creates moments of outdoor reading to beautify our pedestrian experience. These poems are written by Green Bay residents selected through an annual poetry contest.

2. What is the process for selecting a location to stamp a poem?

Answer: As sidewalk panels are being marked for replacement, staff of the Neighborhood Leadership Council and Public Arts Commission will speak with residents located at the sites of single or two panel sidewalk replacements. Longer lengths are usually not considered for sidewalk poetry. Locations are selected randomly based on these available sites.

3. Do I get any prior notice before any work is done?

Answer: City Staff will mail out notices and opt-in forms to all the properties in the block where sidewalk work will be performed. This includes properties that may not have work being performed at all. The notice will also have an insert explaining the poetry and its process.

4. I would like a poem in front of my home. Can I get one?

Answer: Interested residents can sign the Opt-in Form, which will be filed for future repair projects. Potential spots will be indicated with a wooden stake marked with red. If no stake is in front of your property, you may contact Public Arts Coordinator at 920-448-3142 to inquire about getting a poem. If your address has some single or two-panel replacements scheduled, we will try to accommodate your request. If your sidewalk is in good condition, your property will not receive a poem.

5. Can I choose which poem might be placed in front of my property?

Answer: You may inquire as to which poems have been selected. We will try to accommodate requests for specific poems. There are, however, other considerations including not repeating poems within close proximity.

6. I am not interested in having a poem in front of my house. What do I do?

Answer: We will not place a poem in front of your house if you do not want one as long as we receive your notification before the sidewalk removal process begins. You should contact Public Works or the Public Arts Coordinator to discuss any issues. Again, potential spots will be indicated by a wooden stake painted red. Public Works will not remove the sidewalk poems once they are stamped.

7. Public Works is not doing any sidewalk reconstruction on my block, or there is sidewalk work, but it's related to utilities or street construction. Is it possible to get a sidewalk poem?

Answer: At this time sidewalk poetry installation only occurs with the sidewalk reconstruction program, not street construction or utilities. We cannot install poems outside of sidewalk reconstruction.

8. How long will these poems last?

Answer: Poems should last as long as the sidewalk does not develop any defects that would require its replacement. Residents will be responsible for the cost of replacement sidewalk panels. Poems may not be replaced if sidewalk reconstruction occurs.

9. How do I properly maintain my new sidewalk poem?

Answer: Sidewalks with poems should be maintained just like your normal sidewalk. You should maintain proper salting and sanding throughout the winter months to discourage ice buildup and potential hazards for pedestrians.

10. How do I find out more?

Answer: Check this website for more information: www.greenbaywi.gov/pac. Green Bay Sidewalk Poetry is created in partnership with Green Bay Public Works, Green Bay Public Arts Commission and Green Bay Neighborhood Leadership Council. The poems are written by Green Bay residents selected through an annual poetry contest. For more information about this program and to read some of the poems, please visit: www.greenbaywi.gov/pac.

2019 Sidewalk Poetry Contest Application Form

Submit This Application Form to:

Green Bay Public Arts Commission

Department of Community and Economic Development

100 North Jefferson Street – Room 608

Green Bay, WI 54301-5026

Or Email Public Arts Coordinator, Laura Schley: laurasc@greenbaywi.gov

- ☐ Maximum of 8 lines (not including title and author name)
- ☐ Maximum of 32 characters per line (including spaces)
- ☐ Entry deadline is March 1, 2019 at 5:00pm
- ☐ One entry per person
- ☐ Submit by e-mail to laursc@greenbaywi.gov or drop off at Green Bay City Hall – Department of Community and Economic Development – Room 608, 100 N Jefferson Street, Green Bay, WI 54301-5026

Name _____

Address _____

Phone Number _____

E-Mail Address _____

Age as of March 1, 2019 (if under 18) _____

Do you wish to have your name stamped as well? (Y/N) _____

Title:

[illegible]

DRAFT

**CITY OF GREEN BAY INFORMED CONSENT FORM FOR INSTALLATION OF POETRY SIDEWALKS
FOR GREEN BAY SIDEWALK POETRY PROGRAM**

PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS.

MAIN CONTACT

Laura Schley
Public Arts Coordinator
Department of Community and Economic Development – Room 608
100 North Jefferson Street, Green Bay, WI 54301-5026

PURPOSE OF PROGRAM

You are in a neighborhood and/or resident that is receiving sidewalk replacement. Before you decide to participate in the Poetry Sidewalk Program, it is important that you understand why the program is being done and what it may involve. Please read the following information carefully. Please contact the Public Arts Coordinator if there is anything that is not clear or if you need more information. You can reach the Public Arts Coordinator by email: laurasc@greenbaywi.gov or call: 920-448-3142.

The purpose of this program is to install poetry within our public realm. The Sidewalk Poetry Program, creates moments of outdoor reading to beautify our pedestrian experience, by imprinting original poems into sidewalk panels scheduled for repair. Selected poetry for the program is written by Green Bay residents and is selected through a poetry contest.

WHAT DO YOU NEED TO DO?

Please read through this form and determine if you would like to participate in this program or no. If you agree to take part in the program and have a poem imprinted in your sidewalk, you must fill out this form and return it to the Public Arts Coordinator prior to any repair work being performed and poetry stamped. Forms may be dropped off at City Hall or emailed to the Public Arts Coordinator.

Following receipt of your Informed Consent Form potential spots will be indicated with a wooden stake marked with red. If no stake is in front of your property, you may contact Public Arts Coordinator at 920-448-3142 to inquire about getting a poem. If your address has some single or two-panel replacements scheduled, we will try to accommodate your request. If your sidewalk is in good condition or you have opted out of the program, your property will not receive a poem.

You may inquire as to which poem has been selected. We will try to accommodate requests for specific poems. There are, however, other considerations including not repeating poems within close proximity.

OPPORTUNITIES FOR VULNERABILITIES

Sidewalk panels with imprinted poems should be cared for just like normal sidewalk panels. You understand that you still should maintain proper snow and ice removal with sand and or salt to reduce the risk for dangerous pedestrian conditions.

By choosing to take part in the program, you understand and agree that you will be held responsible for improper cleaning of your sidewalk and any resulting incidents occurring.

BENEFITS

By choosing to participate in the program you are helping make Green Bay a more enjoyable and creative place to visit and live in. Developing a creative culture for Green Bay will not only improve livability within our community but can encourage tourism and economic growth.

CONFIDENTIALITY

Your responses will be kept anonymous. Any information you provide us will not be shared or sold to other parties.

CONTACT INFORMATION

If you have any questions about the program you may contact the Public Arts Coordinator whose contact information is provided on the first page.

VOLUNTARY PARTICIPATION

Your participation in this program is voluntary. If you decide to take part in the program, you will need to fill out the form below.

CONSENT

I have read and I understand the provided information and have had the opportunity to ask questions. I understand that my participation in the Sidewalk Poetry Program is voluntary. I understand that I will be given a copy of this consent form. I agree to take part in the program.

By checking the box below you understand and agree to all the terms listed above.

☐

Yes, I wish to participate in the Green Bay Sidewalk Poetry Program

☐

No, I do not wish to participate in the Green Bay Sidewalk Poetry Program at this time.

Participant's Name _____

Participant's Signature _____ Date _____

Participant Address _____

Participant Phone _____

Participant Email _____

**City of Green Bay Sustainability Commission
Renewable Energy Work Plan**

In order to meet our stated goal of transitioning to 100% renewable energy, the Sustainability Commission for the City of Green Bay will take the following steps:

- I. Conduct research and compile a white paper report that outlines various considerations towards transitioning to renewable energy that includes, but is not limited to:
 - a. Scientific evidence for reducing greenhouse gas emissions;
 - b. Overview of types of renewable energy;
 - c. Define different areas, both at the municipal and community level, that require various forms of energy;
 - d. Define carbon neutrality;
 - e. Discuss energy conservation;
 - f. Economic considerations: the cost of the initial transition vs. the cost of doing nothing, the long-term economic benefits to renewable energy;
 - g. Policy recommendations to meet the scientific needs with consideration to the economic realities.

This report shall be presented to the full Sustainability Commission in April, and upon approval sent to Common Council for presentation.
- II. Following the reports presentation and discussion at Common Council, the Sustainability Commission shall submit a resolution with stated recommendations with consideration to the feedback from council that outlines our target dates and goals for a transition to renewable energy at the municipal and/or community level.
- III. Enlist the help of UW-Green Bay faculty and students to conduct a study to determine a baseline for greenhouse gas emissions to be used as a reference for any possible carbon reduction goals. This should be started right away, but does not need to be finished prior to the passage of a resolution outlining goals.
- IV. Work with city staff to determine current levels of renewable energy versus other energy sources and identify any existing efforts to transition, cost estimates, and barriers to transition.
- V. Work with WPS to determine current energy sources at the community level, and identify future plans towards transitioning to renewable energy that already exist.
- VI. Solicit feedback from the community on specific possible actions towards transitioning to renewable energy before passing a final resolution. This can include, but is not limited to:
 - a. Commission members reaching out to community organizations, individuals, and other key stakeholders;
 - b. Receiving feedback from partner organizations' sustainability listening sessions by providing them a list of possible recommendations for them to include in any programming;

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- c. Enlisting the help and advice of expert organizations (ex. RENEW Wisconsin);
 - d. Developing and sending out a survey to a random sample of city residents and also making the survey available online for residents of the City about possible solutions;
 - e. Advertise the findings of the white paper and subsequent resolution and encourage public dialogue and civic engagement prior to any policy votes.
- VII. Following the potential passage of a resolution outlining goals towards the transition to renewable energy, the Sustainability Commission shall work with city staff and any key stakeholders to develop a Renewable Energy Action Plan that will outline exactly how the municipality and community will make that transition toward any stated goals. This plan shall be developed in consultation with third-party consultants, and the commission shall identify grant opportunities to fund such plan (including but not limited to the annual grants from the Wisconsin Public Service Commission). The Sustainability Commission will facilitate further community input in this plan.
- VIII. Ensure the inclusion of energy policy, among other sustainability issues, in the city's next comprehensive plan.
- IX. Prior to and following any resolution that states specific goals, the Sustainability Commission shall work to identify and recommend any other policy suggestions or programmatic opportunities to encourage the use of renewable energy in the city.
- X. The Sustainability Commission shall engage and collaborate with other local and tribal governments in the region, the State of Wisconsin (DNR Green Tier Legacy Community Program), and the federal government (Environmental Protection Agency) to encourage progress towards these goals.
- XI. The Sustainability Commission shall constantly be identifying funding opportunities from grants, public-private partnerships, possible city budget requests, or any other opportunities that become available.