



AGENDA OF THE COMMON COUNCIL

**MONDAY, APRIL 1, 2019, 6:00 PM
COUNCIL CHAMBERS
ROOM 203, CITY HALL**

A. Roll Call.

B. Pledge of Allegiance.

C. Invocation.

D. Approval of Minutes.

I. Approval of the minutes of the March 19, 2019 meeting.

E. Approval of the Agenda.

F. Report by the Mayor.

G. Announcements.

H. Recognitions and Awards.

I. **Proclamation Presentation**

Laura Schley and members of the Public Arts Commission
National Poetry Month

I. Public Hearings.

I. Resolution vacating a public walkway located at 626 Pinehurst Avenue.

J. Resolutions.

I. Resolution vacating a public walkway located at 626 Pinehurst Avenue.

2. Preliminary resolution declaring intent to exercise special assessment powers under Section 66.0703, Wisconsin Statutes.

3. Final resolution authorizing asphalt pavement improvements and levying special assessments against property.
4. Resolution authorizing release of utility easement for 1262 Velp Avenue.

K. Report of the Improvement & Services Committee (March 27, 2019).

1. To approve staff to review the policy for over plows and review historical records for sidewalk plowing agreements. (held over from the March 13, 2019 Improvement and Services Committee meeting).
2. To approve the request by Ald. Nicholson to include Main Street and Mason Street in the 2020 Capital Improvement Program.
3. To approve removing sidewalk cake numbers 7 and 18 from the sidewalk replacement bill as appealed by Andrew Malecki, 1131 S. Fisk Street.
4. To refer to staff to review the street and make an analysis on whether or not Hickory Hill from 12th Avenue to Oneida Street should be added to the 2020 street improvement project list.
5. To approve the request by the Redevelopment Authority of the City of Green Bay to authorize the Department of Public Works to award a contract for mass grading at The Shipyard/Breakthrough Fuels project sites at a staff level and report the award at the next regularly scheduled meeting of the Improvement and Services Committee to keep the Breakthrough Fuels project on schedule.
6. To approve the agreement and authorize the Director to execute the agreement by the Department of Public Works to execute the Bridge Operation Agreement for Fiscal 2020 with the Wisconsin Department of Transportation.
7. To approve the following:
 - A. Awarding Fire Station No. 6 Kitchen Remodeling Work to Millbach Construction Services, Co. in the amount of \$49,286.00.
 - B. Awarding Sidewalks 2019 to Fischer-Ulman Construction, Inc. in the amount of \$287,185.00.
8. To approve the applications for Concrete Sidewalk Builder Licenses by the following:
 - A. IEI General Contractors Inc.
 - B. In The Countryside Concrete LLC
 - C. J.C. Santy Construction LLC
 - D. KPC Concrete Contractors
9. To approve the Final Resolution authorizing asphalt pavement improvements and levying special assessments against property for concrete pavement on Webster Avenue N. - East River to Radisson Street.

L. Report of the Protection & Policy Committee (March 25, 2019).

1. To approve an ordinance amending and creating sections of Chapter 24, Green Bay Municipal code, relating to fire prevention code.
2. To approve an ordinance creating section 27.405, Green Bay Municipal Code, relating to possession of tobacco and vapor products by minors prohibited.
3. To hold a request by Ald. Brunette, which reads: "For the City to develop a resolution, or policy and procedure to notify property owners near parcels of land with a pending or approved application to be transferred from fee to trust status. My overarching concern is for the City and the Oneida Nation-in goodwill- to notify affected property owners of the new governing jurisdiction, code enforcement, and zoning authority of the parcel recently transferred or applied to be transferred, and to provide an official forum for public input and comment."
4. To hold a request by Ald. Dorff, which reads: "I believe that steps must be taken to ensure that infra structure projects, including but not limited to those that the wheel tax will fund, must be chosen very carefully and be placed into a capital improvement plan. I am requesting that P and P develop policy with the help of DPW, legal and other appropriate staff. This policy must be developed so that the special interests and requests of individual alders do not subvert the process of choosing the projects that have been carefully researched by city staff as being appropriate for placement in a five year plan. Parameters for choosing streets to be repaired, reconstructed or resurfaced as well as other infra structure improvements should be clearly identified within this policy."
5. To receive and place on file the Liquor Violation Report from the Police Department for March 25, 2019.

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

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

N. Report of the Plan Commission (March 25, 2019).

1. To approve an easement discontinuance located within vacated Lark Street at 1262 Velp Avenue, subject to the following condition:
 - a. A new 12 ft. easement shall be created along Velp Avenue and Tomlin Avenue to accommodate Wisconsin Public Service, as detailed in an e-mail to the applicant on February 25, 2019.
2. To declare City property surplus, located on Highland Park Avenue, subject to the following:
 - a. This surplus property shall be attached to parcel 21-1229 at time of deed.
 - b. This shall be conveyed to the property owner of 21-1229 at no cost.

3. (Held from the March 5, 2019 Council Meeting)
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 forty-six (46) individual residents within the shelter facility. Any increase in residents shall 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. Process to be approved by the Police Department.
 - 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 shall be reviewed and approved by the Community Development Review Team (CDRT).
 - h. Tax Parcels 14-882 and 14-876 shall 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. All references to soup kitchen shall be removed from the operating plan.
 - j. The applicant shall submit a safety and security plan that includes exterior recording cameras, landscaping and lighting approved by the Police Department.
 - k. The Chief Building Official shall inspect the subject property for compliance with applicable building codes.
 - l. The applicant shall submit an onsite parking plan that shows adequate parking for the proposed use.
 - m. All conditions shall be met before the conditional use permit is issued by Common Council.
 - n. The applicant shall submit a quarterly report on police calls to the Common Council.

O. Report of the Park Committee (March 27, 2019).

- 1. To receive and place on file the request by the Colburn Neighborhood Association to install a new Colburn Park sign on Ernst Drive.
- 2. To direct staff at the completion of the Colburn Pool project to review the total project budget with the Park Committee to determine if there is adequate funding to improve the pool signage at the main entrance.
- 3. To approve the deaccession of the 9-11 Monument.

4. To approve the request by Compassionate Home Health Care to sell concessions and allow the sale of alcohol (beer and malt beverages only) on CityDeck for the Rock the Docks Green Bay event on July 13, 2019.
5. To approve the request by DePere Dodgers Baseball to sell concessions and merchandise, collect admissions and allow the sale of alcohol (beer and malt beverages only) at Joannes Stadium during their 2019 scheduled games.
6. To approve the request by the Baird Creek Preservation Foundation to complete a prairie burn in the Baird Creek Greenway near McKenzie Lane.
7. To approve the 2019 Community Development Block Grant park proposals and forward the request to the Redevelopment Authority for approval.
8. To approve the Design, Construction & Dedication Agreement with Ducks Unlimited, Inc. for the Ken Euers waterfowl habitat and northern spawning restoration project.

P. Report of the Public Arts Commission (March 27, 2019).

1. To approve David Windey's Rotating Art Program application.
2. To approve \$300 in Annual Grant Program funding to Allison Hellenbrand and Kent Hutchison - The Farmory *Rooted* sculpture.
3. To refer to staff to research for options to utilize Community Development Block Grant (CDBG) Beautification funds.

Q. Report of the Sustainability Commission (March 13, 2019).

1. To approve the Sustainability Commission's request to have the authority to pursue grants, with the city departments or outside organizations, which further the goals of the Commission.

R. Ordinances - First Reading.

1. General Ordinance 12-19
An ordinance amending and creating sections of Chapter 24, Green Bay Municipal code, relating to fire prevention code.
2. General Ordinance 13-19
An ordinance creating section 27.405, Green Bay Municipal Code, relating to possession of tobacco and vapor products by minors prohibited.

S. Committee of the Whole

- I. Update and discussion on potential relocation of C. Reiss Coal Company terminal operations.

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.

T. Referral of Petitions & Communications.

U. 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.



Report to the
Common Council
of the City of Green Bay

MEETING DATE

April 1, 2019

PREPARED BY

AGENDA ITEM # H.I.

Proclamation Presentation

Laura Schley and members of the Public Arts Commission
National Poetry Month

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Common Council
of the City of Green Bay

MEETING DATE

April 1, 2019

PREPARED BY

AGENDA ITEM # I.I.

Resolution vacating a public walkway located at 626 Pinehurst Avenue.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Resolution - Final Vacation of Public Walkway at 626 Pinehurst Avenue
2. SV 19-01 Legal
3. SV 19-01 BW Map

**RESOLUTION VACATING
A PUBLIC WALKWAY LOCATED
AT 626 PINEHURST AVENUE
(SV 19-01)**

April 1, 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 Walkway located at 626 Pinehurst 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. A private walkway from the existing public walkway to the school shall exist and be maintained until such time that the public walkway is vacated.

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 WALKWAY TO BE VACATED
(626 PINEHURST AVENUE)

A ten (10) foot wide walkway adjacent to the south line of Lot 2 of the Presbyterian Plat, being a part of Government Lot 2 of Section 4, Township 23 North, Range 21 East, City of Green Bay, Brown County, Wisconsin, more particularly described as follows:

Commencing at the Southeast corner of Lot 2 of the Presbyterian Plat, said point being the point of beginning (POB) of the parcel to be described; thence S 06°39'18" W along the extension of the west line of said Lot 2, 10.00 feet; thence N 83°01'43" W along a line parallel with the south line of said Lot 2, 149.81 feet to the northeast corner of Lot 13 of Block 7 of Homewood Heights Subdivision No. 2; thence N 06°38'08" E, 10.00 feet to the south line of said Lot 2; thence S 83°01'43" E along said south line, 149.81 feet to the point of beginning.

Containing: 1498.1 square feet (0.03 acres) more or less.



5709 Windy Drive - Suite D, Stevens Point, WI, 54482

1497 6th Street - Suite C, Green Bay, WI 54304

A Ten (10) foot wide walkway (TO BE VACATED)

Legal Description

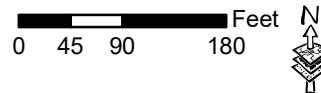
A ten (10) foot wide walkway adjacent to the south line of Lot 2 of the Presbyterian Plat, being a part of Government Lot 2 of Section 4, Township 23 North, Range 21 East, City of Green Bay, Brown County, Wisconsin, more particularly described as follows:

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(SV 19-01) Street Vacation Public Walk Way near Pinehurst Avenue



Proposed Vacation Areas

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 1.17.2019 17 Jan 2019 X:\Planning\City\DATA_GIS\CityActions\ST_VACSV 18.mxd



Report to the
Common Council
of the City of Green Bay

MEETING DATE

April 1, 2019

PREPARED BY

AGENDA ITEM # J.1.

Resolution vacating a public walkway located at 626 Pinehurst Avenue.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Resolution - Final Vacation of Public Walkway at 626 Pinehurst Avenue
2. SV 19-01 Legal
3. SV 19-01 BW Map

**RESOLUTION VACATING
A PUBLIC WALKWAY LOCATED
AT 626 PINEHURST AVENUE
(SV 19-01)**

April 1, 2019

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1. A private walkway from the existing public walkway to the school shall exist and be maintained until such time that the public walkway is vacated.

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

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Attachments (map and legal description)

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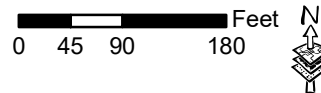
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**PRELIMINARY RESOLUTION DECLARING INTENT
TO EXERCISE SPECIAL ASSESSMENT POWERS
UNDER SECTION 66.0703, WISCONSIN STATUTES
April 1, 2019**

ASPHALT 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 ASPHALT PAVEMENT on said streets:

S. CHESTNUT AVENUE – Arndt Street to Howard 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, installation of gravel base and ASPHALT pavement with curb and gutter on both sides of the street 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 & Service Committee in the City Hall at such times as set by the City Clerk.

Adopted _____, 2019

Approved _____, 2019

Mayor

ATTEST:

City Clerk

jld

**FINAL RESOLUTION AUTHORIZING
ASPHALT PAVEMENT IMPROVEMENTS
AND LEVYING SPECIAL ASSESSMENTS
AGAINST PROPERTY
April 1, 2019**

WHEREAS, the Improvement & Services Committee of the City of Green Bay, Wisconsin, held a public hearing at the City Hall at 6:00 p.m. on the 27th day of March, 2019, for the purpose of hearing all interested persons concerning the preliminary resolution and Report of the Director of Public Works on the proposed improvement and has heard all persons desiring audience at such hearings on the following streets or portions of streets:

WEBSTER AVENUE N. – East River to Radisson Street

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

1. That the Report of the Director of Public Works pertaining to the construction of the above described improvement, including plans and specifications therefore as modified, having been reviewed and discussed by members of the Improvement & Services Committee, is hereby adopted and approved.
2. That the Improvement & Services Committee is directed to advertise for bids and to carry out the work of such improvement in accordance with the Report of the Director of Public Works as approved and authorized by the appropriate Committee.
3. That the payment for improvements be made by assessing the cost to the property as indicated in said Report of the Director of Public Works.
4. That the assessments shown on and confirmed by the Report of the Director of Public Works as modified are true and correct, and found to be in the public interest are hereby confirmed.
5. That those special assessments not paid in cash within thirty (30) days of the date of the billing will be placed on the current tax roll as a lien against the property and shall be payable to the City of Green Bay in five (5) annual installments with interest thereon at the rate of four and one-half percent (4.5%) per annum.
6. That the City Clerk shall be directed to publish this resolution in the official newspaper of the City of Green Bay.

7. That the City Clerk shall be further directed to mail a copy of this resolution to every property owner whose name appears on the assessment roll, whose post office address is known, or can with reasonable diligence be ascertained.

Adopted _____, 2019

Approved _____, 2019

Mayor

ATTEST:

City Clerk

jld

**RESOLUTION AUTHORIZING
RELEASE OF UTILITY EASEMENT FOR
1262 VELP AVENUE
(ED 19-01)**

April 1, 2019

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, a request has been filed with the Common Council requesting a utility easement be discontinued at 1262 Velp Avenue.

WHEREAS, the Plan Commission of the City of Green Bay has given approval to such discontinuance, subject to the following condition:

1. A new 12-ft easement shall be created along Velp Avenue and Tomlin Avenue to accommodate Wisconsin Public Service, as detailed in an e-mail to the applicant on February 25, 2019.

NOW, THEREFORE, BE IT RESOLVED, pursuant to Easement Discontinuance 19-01 and the recommendation of the Plan Commission on March 25, 2019, the City of Green Bay does authorize the requested easement discontinuance for the following parcel located along Velp Avenue:

Tax Parcels: 18-733 & 18-12-F

Legal Description: Easterly 12 feet of the vacated Lark Street right of way, being part of Lot 56 F.H.M.R. and the area lying westerly of, and adjacent to, Lot 2, Oriole Plat, City of Green Bay, Brown County, Wisconsin.

Adopted _____

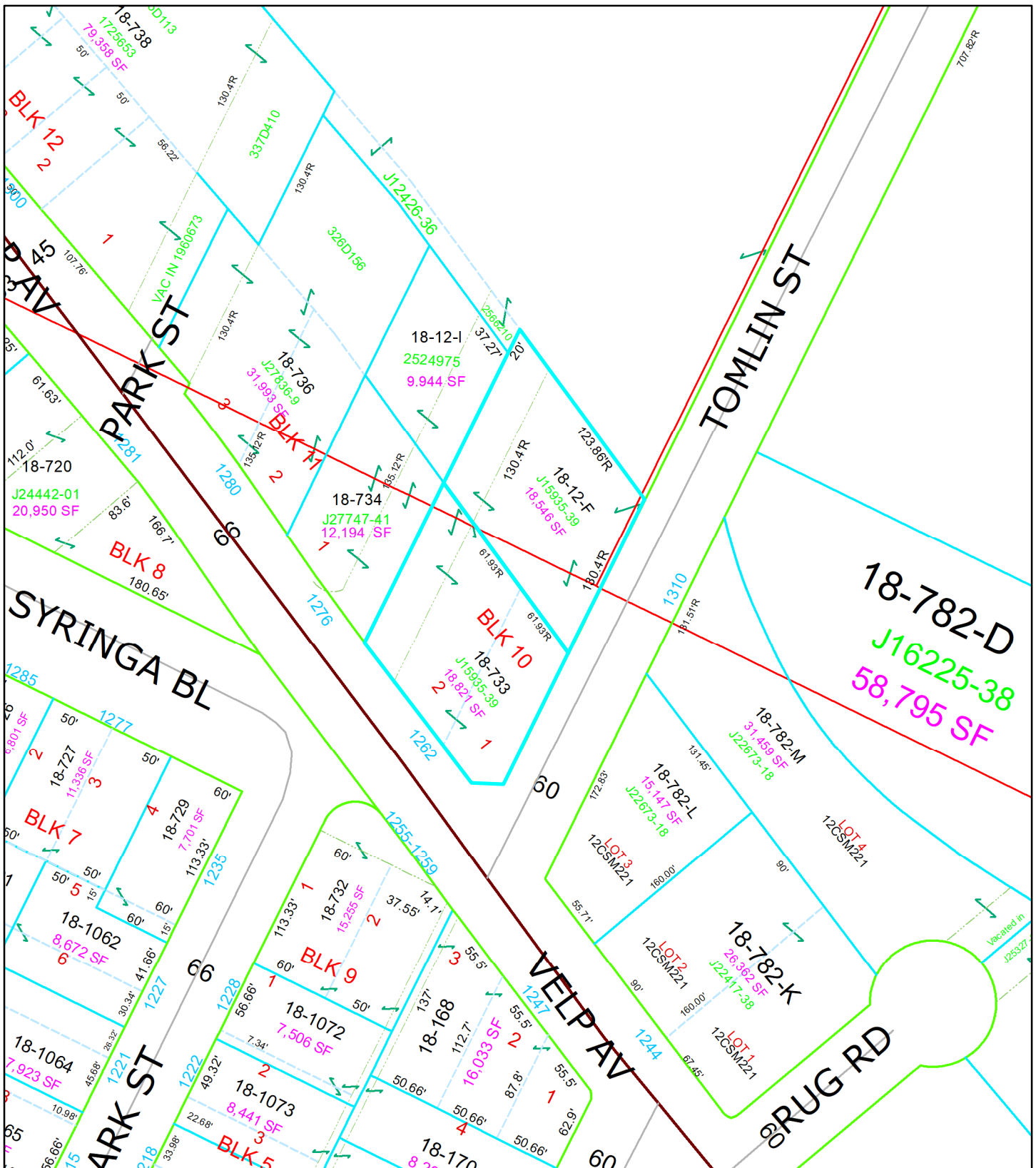
Approved _____

Mayor

Clerk

SJH

Attachment –Map



(ED 19-01) Request for an Easement Discontinuance at 1262 Velp Avenue

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0 25 50 100 Feet



Subject Parcels



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

MEETING DATE

April 1, 2019

PREPARED BY

AGENDA ITEM # K.I.

To approve staff to review the policy for over plows and review historical records for sidewalk plowing agreements. (held over from the March 13, 2019 Improvement and Services Committee meeting).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

April 1, 2019

PREPARED BY

AGENDA ITEM # K.2.

To approve the request by Ald. Nicholson to include Main Street and Mason Street in the 2020 Capital Improvement Program.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

April 1, 2019

PREPARED BY

AGENDA ITEM # K.3.

To approve removing sidewalk cake numbers 7 and 18 from the sidewalk replacement bill as appealed by Andrew Malecki, 1131 S. Fisk Street.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

April 1, 2019

PREPARED BY

AGENDA ITEM # K.4.

To refer to staff to review the street and make an analysis on whether or not Hickory Hill from 12th Avenue to Oneida Street should be added to the 2020 street improvement project list.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

April 1, 2019

PREPARED BY

AGENDA ITEM # K.5.

To approve the request by the Redevelopment Authority of the City of Green Bay to authorize the Department of Public Works to award a contract for mass grading at The Shipyard/Breakthrough Fuels project sites at a staff level and report the award at the next regularly scheduled meeting of the Improvement and Services Committee to keep the Breakthrough Fuels project on schedule.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

April 1, 2019

PREPARED BY

AGENDA ITEM # K.6.

To approve the agreement and authorize the Director to execute the agreement by the Department of Public Works to execute the Bridge Operation Agreement for Fiscal 2020 with the Wisconsin Department of Transportation.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Bridge Operation Agreement Fiscal 2020

BRIDGE OPERATION AGREEMENT
MASON STREET BRIDGE, (B-05-134) AND
WALNUT STREET BRIDGE, (B-05-269)
BROWN COUNTY – WISCONSIN
0005-01-53
FISCAL 2020

MEMORANDUM OF AGREEMENT, made this ____ day of _____, 20____, by and between the State of Wisconsin, Department of Transportation, party of the first part, hereinafter called the State, and the City of Green Bay, Brown County, Wisconsin, represented by its Mayor and City Clerk, party of the second part, hereinafter called the City.

WITNESSETH: That for and in consideration of payments covering the operating costs of the Mason Street and Walnut Street Bridges to be made by the State to the City in accordance with the provisions of Section 84.10 Statutes, said City agrees as follows:

- (1) To operate the bridges during the period of July 1, 2019, thru June 30, 2020, in accordance with the pertinent laws, rules and regulations governing navigation, pedestrian and vehicular traffic.
- (2) To employee the services of sufficient regular and substitute operators for each bridge, in order to provide 24 hour-a-day, seven (7) days-a-week bridge tender service.

Such employment shall be for the period of approximately April 1, to November 30, inclusive or as defined by the Commander, Ninth Coast Guard District.

- (3) To employ the services of a Bridge Superintendent who shall be in charge of all bridge operators.

The State shall reimburse the City for one sixth (1/6) of the Bridge Superintendent's salary which is the approximate amount of his time devoted to the bridges operations.

- (4) To establish the monthly or hourly salaries to be paid to the operators and supplementary personnel. Such salaries shall be reasonable and consistent with salaries paid other City bridge tenders, subject to review and approval of the State. A certified copy of the action establishing such salaries shall be filed with the State at the time the agreement is returned for execution. The City may alter the salaries or provide for bonus payments during the life of this agreement in the event it is necessary to make adjustments on account of changing economic conditions. A certified copy of the action to change salaries or to provide for bonus payments shall be filed with the State.
- (5) To notify the State as of the name and address of the Bridge Superintendent and operators. The Bridge Superintendent shall be considered as being in charge of all operators and he shall receive and carry out such orders or instructions as received pertaining to the proper operation of the bridge.

The Bridge Superintendent shall be on duty a part of each work day after the navigation season is closed to check heating and to observe the bridge.

- (6) To grant such vacations with pay to each operator as may be due him in accordance with rules and regulations governing the matter of vacation for City employees.
- (7) To grant such sick leave with pay to each operator as may be due him in accordance with the rules and regulations governing the matter of sick leave for employees of the City.
- (8) To discontinue the service of any operator from operating these bridges when it is of the opinion that the operator is negligent in his duty or is otherwise conducting himself in a manner detrimental to the best interests of the State and/or the City.
- (10) To flush all floor drains in the Spring and the Fall and the grid decking, floor beams, girders and other elements of the leaves of the bascule span in the Spring prior to the opening of the navigation season. Reimbursement for costs incurred shall be made in the manner identified elsewhere in this agreement.
- (11) To make such reports and records as may be required by the City and/or the State.
- (12) To furnish the necessary supplies subject to reimbursement by the State except for such items as may be furnished directly by the State.
- (13) To notify the State at once in case of any emergency, including any necessity for emergency repairs.
- (14) To submit monthly statements for reimbursement of operation costs to the Transportation Region Office, State of Wisconsin, Department of Transportation, at Green Bay, Wisconsin. Statements are to be submitted no later than the fifteenth (15th) of the following month and are to include all the costs for the preceding calendar month, together with a copy of electric bills on utility company forms. Statements may include the cost of premiums on workmen's compensation insurance and contributions made by the City to its unemployment reserve account in the event that the City is operating under the provisions of Chapter 108, Wisconsin Statutes. Statements may include contributions made to employee retirement or pension funds, except the portion thereof to amortize prior service credits, in the event that the City is operating under the provisions of Chapter 66, Wisconsin Statutes.
- (15) The amount of this agreement is estimated at \$560,000.

In connection with the performance of work under this contract the City agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, developmental disability as defined in Statute 51.01 (5), sexual orientation as defined in Statute 111.32 (13m) or national origin. Employees must meet qualifications and requirements as specified by the Wisconsin Department of Transportation. This provision shall include, but not be limited to, the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. Except with respect to sexual

orientation, the City further agrees to take affirmative action to ensure equal employment opportunities. The City agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

And the said State, in consideration of the faithful performance by the City of the conditions as outlined, agrees to reimburse the said City upon submission of invoices covering said operating costs.

The State reserves the right, if necessary, to make inquiries to verify the items in the invoice.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City on the day and year first above written and the State on the _____ day of _____, 20_____.

STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION

By _____
Northeast Region Transportation Director

By _____
DIV. Of Transportation Systems Development
Director, Highway Operations

THE CITY OF GREEN BAY
BROWN COUNTY
WISCONSIN

By _____
Mayor

By _____
City Clerk



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

MEETING DATE

April 1, 2019

PREPARED BY

AGENDA ITEM # K.7.

To approve the following:

A. Awarding Fire Station No. 6 Kitchen Remodeling Work to Millbach Construction Services, Co. in the amount of \$49,286.00.

B. Awarding Sidewalks 2019 to Fischer-Ulman Construction, Inc. in the amount of \$287,185.00.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Bid Summary - Public FIRE STATION No. 6 KITCHEN REMODELING WORK
2. Bid Summary - Public SIDEWALKS 2019

CITY OF GREEN BAY, WISCONSIN
SUMMARY OF BIDS FOR CONTRACT

FIRE STATION No. 6 KITCHEN REMODELING WORK

Tuesday, March 26, 2019

Contractor	Bid	Bid Bond
MILLBACH CONSTRUCTION SERVICES, CO.	\$49,286	5%
FRANK O. ZEISE CONSTRUCTION CO., INC.	\$68,970	5%
Any questions, call 920-448-3100		

CITY OF GREEN BAY, WISCONSIN
SUMMARY OF BIDS FOR CONTRACT

SIDEWALKS 2019

Tuesday, March 19, 2019

Contractor	Bid	Bid Bond
FISCHER-ULMAN CONSTRUCTION, INC.	\$287,185.00	5%
AL DIX CONCRETE, INC.	\$366,140.00	5%
Any questions, call 920-448-3100		



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

MEETING DATE

April 1, 2019

PREPARED BY

AGENDA ITEM # K.8.

To approve the applications for Concrete Sidewalk Builder Licenses by the following:

- A. IEI General Contractors Inc.
- B. In The Countryside Concrete LLC
- C. J.C. Santy Construction LLC
- D. KPC Concrete Contractors

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

April 1, 2019

PREPARED BY

AGENDA ITEM # K.9.

To approve the Final Resolution authorizing asphalt pavement improvements and levying special assessments against property for concrete pavement on Webster Avenue N. - East River to Radisson Street.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

April 1, 2019

PREPARED BY

AGENDA ITEM # L.I.

To approve an ordinance amending and creating sections of Chapter 24, Green Bay Municipal code, relating to fire prevention code.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. DRAFT GO 12-19 Amending and Creating Sections of Chapter 24 Relating to Fire Prevention Code

GENERAL ORDINANCE NO. 12-19

**AN ORDINANCE
AMENDING AND CREATING SECTIONS OF CHAPTER 24,
GREEN BAY MUNICIPAL CODE,
RELATING TO FIRE PREVENTION CODE**

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

SECTION 1. Section 24.02(4), Green Bay Municipal Code, is hereby amended to read:

(4) Where existing structures have components or systems that fail to comply with the current requirements of this ordinance, such existing conditions shall be brought into compliance with the current code at such time where there is a change of use or occupancy type, ~~a change of ownership~~, an addition is made to such premises, or remodeling of 50% of the value of the structure, not including value of the property, is made over a four-year period.

SECTION 2. Section 24.03(4), Green Bay Municipal Code, is hereby amended to read:

(4) (Amd. GO 36-12) International Fire Code® ~~2009~~ **2015** Edition Adopted. (Rep. & Rec. GO 30-09) **The most current edition and any subsequent editions, as amended from time to time, of the** The International Fire Code® ("IFC") 2009 **2015** Edition is hereby adopted and by reference made part of this Chapter as if fully set forth herein.

(a) The following sections contained within the IFC are hereby revised:

1. Section 101.1 – Insert: City of Green Bay
2. Section 109.~~34~~ – Insert: SPECIFY OFFENSE: civil ordinance violation
AMOUNT: ~~\$500.00~~ **1000.00** plus costs
NUMBER OF DAYS: the number of days allowed by law
3. Section 111.4 – Insert: AMOUNT (1): ~~\$500.00~~ **250.00** plus costs
AMOUNT (2): \$1000.00 plus costs

(b) The geographic limits referred to in certain sections of the 2006 **2015** International Fire Code® are hereby established as follows:

1. Section ~~3204.3.1.1~~ **5704.2.9.6.1**: storage of ~~flammable cryogenic fluids in stationary containers~~ **Class I and Class II liquids in above-ground tanks outside of buildings** is governed by **ATCP 93 and** all applicable NFPA standards.

2. Section ~~3404.2.9.5.1~~ **5706.2.4.4**: storage of Class I and Class II liquids in above-ground tanks outside of buildings is governed by **ATCP 93 and** all applicable NFPA standards.

3. Section ~~3406.2.4.4~~ **5806.2**: storage of Class I and Class II liquids in above-ground tanks **flammable cryogenic fluids in stationary containers** is governed by **ATCP 93 and** all applicable NFPA standards.

4. Section ~~3804.2~~ **6104.2**: for the protection of heavily populated or congested areas, storage of liquefied petroleum gas is governed by **ATCP 93 and** all applicable NFPA standards.

~~(5) Where the requirements of the State Code and the express provisions of this chapter conflict, the stricter requirements shall govern.~~

SECTION 3. Section 24.04, Green Bay Municipal Code, is hereby amended to read:

24.04 AUTHORITY. The City of Green Bay Fire Prevention Code shall be enforced by the Chief of the Green Bay **Metro** Fire Department.

SECTION 4. Section 24.06(1), Green Bay Municipal Code, is hereby amended to read:

(1) WHEN TO BE ISSUED. Whenever the Chief finds in any building or upon any premises ~~any of the following~~ dangerous or hazardous conditions or materials which present a clear and present danger due to likelihood of fire or explosion, such materials shall be removed or conditions remedied in a reasonable manner:

~~(a) Dangerous or unlawful amounts of combustible or explosive materials.~~

~~—— (b) Hazardous conditions arising from defective or improperly installed equipment for handling or using combustible or explosive materials.~~

~~—— (c) Dangerous or unlawful accumulations of rubbish, waste, paper boxes, shavings, or other flammable materials.~~

~~—— (d) Accumulations of dust or waste material in air conditioning or ventilation system or of grease in kitchen or other exhaust ducts.~~

~~—— (e) Obstructions of fire escapes, stairs, passageways, doors, or windows which are liable to interfere with the operations of the Fire Department or egress of occupants in case of fire.~~

SECTION 5. Section 24.06(2)(a), Green Bay Municipal Code, is hereby amended to read:

(a) The service of written orders for the correction of violations of this chapter shall be made upon the owner, occupant, or other person responsible for the conditions, either by delivering a copy of same to any person in charge of the premises or by mailing such orders to the owner or other responsible person. ~~This subsection shall not preclude the Chief from issuing orders orally or in such other manner as deemed appropriate under the circumstances.~~

SECTION 6. Section 24.06(2)(d), Green Bay Municipal Code, is hereby amended to read:

(d) (Amd. GO 30-09) The owner of any occupancy identified with a fire code violation will typically have 14 days to correct the deficiencies. Violations that present a significant threat to life, as identified in the International Fire Code ® 2006 Edition, must be corrected immediately. The timeframe to correct deficiencies will be identified on the inspection report or through correspondence from the Fire Marshal's office. Any fire code violation not corrected within the specified time allotment will be warned again, and seven days will be given to correct non-Life Safety Code violations. A third warning for the same uncorrected violation will result in a citation being issued by the Fire Chief or designee.

SECTION 7. Section 24.07, Green Bay Municipal Code, is hereby amended to read:

24.07 DEFINITIONS. All terms used in this section shall have the meaning as defined in Section 202 of the 2015 International Fire Code, as amended from time to time.

~~(1) The term "approved", as used in this chapter, means approval granted by the Fire Chief or the highest-ranking officer of the Fire Prevention Division under the regulations of this chapter.~~

~~———— (2) The term "authority having jurisdiction", as used in Wisconsin Administrative Code or IFC Codes or Standards adopted herein, means the City of Green Bay, the Fire Department, the Fire Chief, or the highest ranking officer of the Fire Marshall's office.~~

~~———— (3) (Amd. GO 30-09) MARSHAL. Fire Marshal's, a section of the Green Bay Fire Department, which is responsible for fire prevention duties including, but not limited to, code enforcement, conduct of fire inspections, public information work, fire investigation, and other activity which may have as its purpose the prevention of fire and the reduction of life and property losses from fire.~~

SECTION 8. Section 24.08(1), Green Bay Municipal Code, is hereby amended to read:

(1) Fees for Re-inspection. Any person who shall fail or neglect to comply with any lawful order of the Fire Chief or his/her designee issued pursuant to the provisions of this Chapter may be assessed \$30~~50~~ per inspection for compliance inspections in excess of two. Re-inspection fees that are not timely paid shall be entered on the tax roll as a special charge against said lot or parcel of land pursuant to the provisions of Sec. 66.0627, Wis. Stats., for collection and settlement under Ch. 74, Wis. Stats.

SECTION 9. Section 24.09, Green Bay Municipal Code, is hereby created to read:

24.09. RECREATIONAL FIRES, COOKING FIRES AND FIRE PITs.
Recreational fires, barbeque pits, portable fire pits, and portable outdoor fireplaces are permitted on properties zoned residential and occupied by a single- or two-family residence under the following conditions:

1. **Recreational in-ground fire pits shall be at least twenty five (25) feet from any type of a building or structure, combustible material of any form, or property line.**
2. **Recreational fires, barbecue pits, and outdoor fireplaces shall be contained in an area not to exceed three (3) feet wide by three (3) feet long, or a circle larger than three (3) feet in diameter. The flames of the fire shall be no higher than three (3) feet.**
3. **All residential recreational fires and barbecue pits, excluding portable fire pits and outdoor fireplaces as defined, shall be dug into the ground at least six (6) but not more than twelve (12) inches and surrounded on the outside, above ground level, by a non-combustible material extending at least six (6) inches above grade.**
4. **Portable listed and rated fire pits shall be used in accordance with the manufacturer's recommendations and shall be placed on a non-combustible surface that is at least one and a half (1.5) times larger than the size of the portable fire pit. In the absence of manufacturer's recommendations, portable fire pits shall be at least fifteen (15) feet from any type of building or structure, combustible material of any form, or property line.**
5. **Any propane or natural gas fire tables must follow all manufactures specifications. In the absence of manufacturer's recommendations, fire tables shall be at least fifteen (15) feet from any type of building or structure, combustible material of any form, or property line.**

6. All portable fire pits and fire tables must be listed and rated devices. Homemade devices and converted grills are prohibited.
7. Only clean dry wood can be burned. The burning of garbage, trash, refuse, treated wood, painted/varnished wood, plastic, rubber, construction lumber, and flammable liquids, and/or combustible liquids in any form is prohibited. Burning of leaves, yard waste, or brush is prohibited.
8. Burning is prohibited when the wind is in excess of 10 mph as determined by the National Weather Service (<https://www.weather.gov>) or Weather Underground (<https://www.wunderground.com/>).
9. Fire extinguishing equipment shall be readily available as may be necessary for the total control of the fire. Examples include but are not limited to a bucket of water, garden hose, or fire extinguisher.
10. Burning must be attended at all times by a person at least eighteen (18) years of age until the fire has been extinguished.
11. Burning shall not create smoke that causes a public nuisance or a visibility hazard to any form of transportation. Any recreational fire pit shall be extinguished at the request of Fire Department Personnel.
12. When weather conditions warrant, the Fire Chief, may declare a burning ban.

SECTION 10. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 11. Effective date. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin, this 1st day of April, 2019.

APPROVED:

Mayor

ATTEST:

Clerk
KKJ
4/1/2019



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

MEETING DATE

April 1, 2019

PREPARED BY

AGENDA ITEM # L.2.

To approve an ordinance creating section 27.405, Green Bay Municipal Code, relating to possession of tobacco and vapor products by minors prohibited.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. DRAFT GO 13-19 Creating 27.405 Relating to Possession of Tobacco and Vapor Products by Minors Prohibited

GENERAL ORDINANCE NO. 13-19

**AN ORDINANCE
CREATING SECTION 27.405,
GREEN BAY MUNICIPAL CODE,
RELATING TO POSSESSION OF TOBACCO AND VAPOR
PRODUCTS BY MINORS PROHIBITED**

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

SECTION 1. Section 27.405, Green Bay Municipal Code, is hereby created to read:

27.405. – Possession of Tobacco and Vapor Products by Minors Prohibited.

(1) Definitions.

- a. *Minor.* An individual who is less than eighteen (18) years of age.
- b. *Person who sells tobacco products at retail.* A person whose ordinary course of business consists, in whole or in part, of the retail sale of tobacco products subject to the state sales tax.
- c. *Person who sells vapor products at retail.* A person whose ordinary course of business consists, in whole or in part, of the retail sale of vapor products.
- d. *Possession of a tobacco product or vapor product.* Actual physical control of the tobacco or vapor product whether or not the person actually owns that product, or the right to control the tobacco or vapor product even though it is in a different room or place than where the person is physically located.
- e. *Public place.* A public street, sidewalk, or park or any area open to the general public in a publically owned or operated building or premises, or in a public place of business or school.
- f. *Tobacco product.* A product that contains tobacco and is intended for human consumption, including but not limited to, cigarettes, non-cigarette smoking tobacco, or smokeless tobacco, as those terms are defined in Section 2 of the Tobacco Products Tax Act, and cigars. Tobacco product does not include a vapor product or a product regulated as a drug or device by the United States Food and Drug Administration.

- g. *Use a tobacco product or vapor product.* To smoke, chew, suck, inhale, or otherwise consume a tobacco product or vapor product.
- h. *Vapor product.* Any product containing or delivering nicotine, lobelia, or any other substance intended for human consumption that can be used by a person to simulate smoking in the delivery of nicotine or any other substance through inhalation of vapor from the product. Electronic delivery device shall include any component part of such a product whether or not sold separately. Electronic delivery device shall not include any product that has been approved or otherwise certified by the United States Food and Drug Administration for legal sales for use in tobacco cessation treatment or other medical purposes, and is being marketed and sold solely for that approved purpose.

(2) *Prohibition.* A minor shall not do any of the following:

- a. Purchase or attempt to purchase a tobacco product or vapor product.
- b. Possess or attempt to possess a tobacco product or vapor product.
- c. Use a tobacco product or vapor product in a public place.
- d. Present or offer to an individual a purported proof of age that is false, fraudulent, or not actually his or her own proof of age for the purpose of purchasing, attempting to purchase, possessing, or attempting to possess a tobacco product or vapor product.

(3) *Exemptions.* Subsection (2) shall not apply to a minor participating in any of the following:

- a. An undercover operation in which the minor purchases or receives a tobacco product or vapor product under the direction of the minor's employer and with the prior approval of the local prosecutor's office as part of an employer-sponsored internal enforcement action.
- b. An undercover operation in which the minor purchases or receives a tobacco product or vapor product under the direction of the state police or a local police agency as part of an enforcement action, unless the initial or contemporaneous purchase or receipt of the tobacco product or vapor product by the minor was not under the direction of the state police or the local police agency and was not part of the undercover operation.
- c. Compliance checks in which the minor attempts to purchase tobacco products for the purpose of satisfying federal substance abuse block grant youth tobacco access requirements, if the compliance checks are

conducted with the prior approval of the state police or a local police agency.

- d. The handling or transportation of a tobacco product or vapor product by a minor under the terms of that minor's employment.

(4) *Furnishing to minors prohibited.* A person shall not sell, give or furnish any vapor product to a minor, including, but not limited to, through a vending machine.

- a. This section shall not apply to the handling or transportation of a vapor product by a minor under the terms of the minor's employment.
- b. Before selling, offering for sale, giving, or furnishing a vapor product to an individual, a person shall verify that the individual is at least eighteen (18) years of age by doing one (1) of the following:
 - i. Examining a government-issued photographic identification that establishes that the individual is at least eighteen (18) years of age.
 - ii. For sales made by the internet or other remote sales method, performing an age verification through an independent, third-party age verification service that compares information available from a commercially available database, or aggregate of databases, that are regularly used by government agencies and businesses for the purpose of age and identity verification to the personal information entered by the individual during the

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 Month, Year.

APPROVED:

Mayor

ATTEST:

Clerk

KKJ

Date of first reading



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

MEETING DATE

April 1, 2019

PREPARED BY

AGENDA ITEM # L.3.

To hold a request by Ald. Brunette, which reads: "For the City to develop a resolution, or policy and procedure to notify property owners near parcels of land with a pending or approved application to be transferred from fee to trust status. My overarching concern is for the City and the Oneida Nation-in goodwill- to notify affected property owners of the new governing jurisdiction, code enforcement, and zoning authority of the parcel recently transferred or applied to be transferred, and to provide an official forum for public input and comment."

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. sharpscans@greenbaywi.gov_20190320_085319



PETITIONS AND COMMUNICATIONS FORM
COMMON COUNCIL
CITY OF GREEN BAY

Date of Council Meeting: 3/19 /19

Request of Alderperson Jesse Brunette

Refer to: Protection and Policy

Please state clearly the action requested. Requests should be turned in at the City Clerk's Office by 10:00 AM on the Thursday before a Council meeting. For late communications, present this form to the City Clerk after the request is read.

For the City to develop a resolution, or policy and procedure to notify property owners near parcels of land with a pending or approved application to be transferred from fee to trust status.

My overarching concern is for the City and the Oneida Nation - in goodwill - to notify affected property owners of the new governing jurisdiction, code enforcement, and zoning authority of the parcel recently transferred or applied to be transferred, and to provide an official forum for public input and comment.



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

MEETING DATE

April 1, 2019

PREPARED BY

AGENDA ITEM # L.4.

To hold a request by Ald. Dorff, which reads: "I believe that steps must be taken to ensure that infra structure projects, including but not limited to those that the wheel tax will fund, must be chosen very carefully and be placed into a capital improvement plan. I am requesting that P and P develop policy with the help of DPW, legal and other appropriate staff. This policy must be developed so that the special interests and requests of individual alders do not subvert the process of choosing the projects that have been carefully researched by city staff as being appropriate for placement in a five year plan. Parameters for choosing streets to be repaired, reconstructed or resurfaced as well as other infra structure improvements should be clearly identified within this policy."

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. sharpsscans@greenbaywi.gov_20190320_085331



PETITIONS AND COMMUNICATIONS FORM
COMMON COUNCIL
CITY OF GREEN BAY

Date of Council Meeting: March 19th 2019

Request of Alderperson Barbara A. Dorff, District One

Refer to: Protection and Policy

Please state clearly the action requested. Requests should be turned in at the City Clerk's Office by 10:00 AM on the Thursday before a Council meeting. For late communications, present this form to the City Clerk after the request is read.

I believe that steps must be taken to ensure that infra structure projects, including but not limited to those that the wheel tax will fund, must be chosen very carefully and be placed into a capital improvement plan.

I am requesting that P and P develop policy with the help of DPW, legal and other appropriate staff. This policy must be developed so that the special interests and requests of individual alders do not subvert the process of choosing the projects that have been carefully researched by city staff as being appropriate for placement in a five year plan.

Parameters for choosing streets to be repaired, reconstructed or resurfaced as well as other infra structure improvements should be clearly identified within this policy.



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

MEETING DATE

April 1, 2019

PREPARED BY

AGENDA ITEM # L.5.

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

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 19LiqVio
2. Report March 25 2019

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

April 1, 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

Berquist, Olesya
Boulanger, Connor J
Bruno, Jesse M
Carlson, Pamela L.
Dodge, Eric T
Fredenberg, Delylla M
Garrity, Roger J
Gerou, Lauren L
Goodletson, Courtney A
Green, Brianna M
Heck, George B
LeMense, Cory P
Luedtke, Ryan R.
McAllan, Justin J
Morrison, Nicole M
Moyer, Valentyne M
Newman, Kevin E
Puc-Uc, Orlando
Rathbun, Phillip A
Reiter, Keeley R
Smits, Allie E
Spriggs II, James B.
Summers, Lucas W
Tipton, Larry
Yurek, James L
Zeise, Mandie M



Report to the Green Bay Plan Commission

MEETING DATE

April 1, 2019

PREPARED BY

Stephanie Hummel, Staff

AGENDA ITEM # N.I.

To approve an easement discontinuance located within vacated Lark Street at 1262 Velp Avenue, subject to the following condition:

- a. A new 12 ft. easement shall be created along Velp Avenue and Tomlin Avenue to accommodate Wisconsin Public Service, as detailed in an e-mail to the applicant on February 25, 2019.

BACKGROUND

Reason for Request: To discontinue an unused utility easement

Aldersperson/District: Ald. Randy Scannell / District 7

Surrounding Zoning and Land Uses:

Subject Properties: G1 -- Vacant

North: G1, RGL Freight

South: Right-of-Way, Velp Avenue

East: Right-of-Way, Tomlin Avenue

West: C2, Garot Plumbing & Heating

Report: The subject easement is a utility easement that appears to be unused. It runs north-south through parcels 18-733 and 18-12-F. This is in a vacated portion of Lark Street. An easement area is over the entire 66 ft. portion of Lark Street. The request to vacate the easterly most 12 ft. of the easement area. This portion is unused and discontinuance of it would expand the buildable area for these lots.

Ald. R. Scannell, adjoining property owners, and the below agencies were informed of the request. Agencies were informed that failure to respond will indicate that they have no objections or facilities in the subject area. No objections were received from property owners.

Department of Public Works: No Objection

Department of Parks, Recreation, & Forestry: No Objection

Green Bay Water Utility: No Objection

Wisconsin Public Service: No Objection with Condition

AT&T: No Response

Time Warner Cable: No Response

American Transmission Company: No Objection

Mobilitie: No Response

NEW Water: No Response

Charter: No Response

RECOMMENDATION

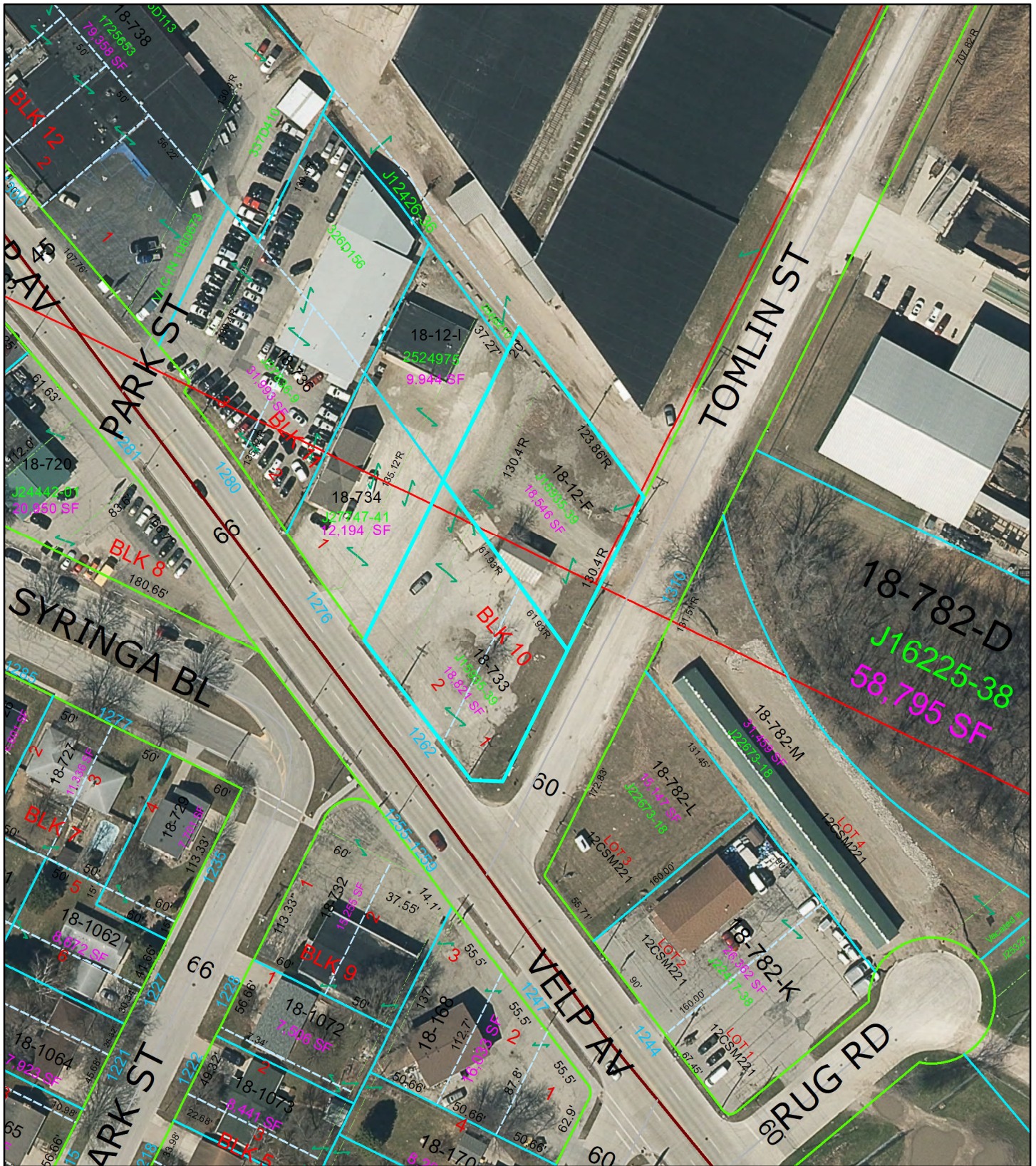
Approval of the request, subject to the following condition:

1. A new 12 ft. easement shall be created along Velp Avenue and Tomlin Avenue to accommodate Wisconsin Public Service, as detailed in an e-mail to the applicant on February 25, 2019.

FISCAL IMPACT

ATTACHMENTS

1. ED 19-01 Map
2. ED 19-01 Exhibit



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 14 Feb 2019 X:\Planning\Basemaps\template_8.5x11.mxd

(ED 19-01) Request for an Easement Discontinuance at 1262 Velp Avenue

0 25 50 100 Feet



Subject Parcels



Exhibit

Proposed area of Easement Vacation is the Easterly 12 feet of the vacated Lark Street.

The Easterly 12 feet of the vacated Lark Street right of way, being part of Lot 56 F.H.M.R. and the area lying westerly of, and adjacent to, Lot 2, Oriole Plat, City of Green Bay, Brown County, Wisconsin.
1262 Velp Ave.

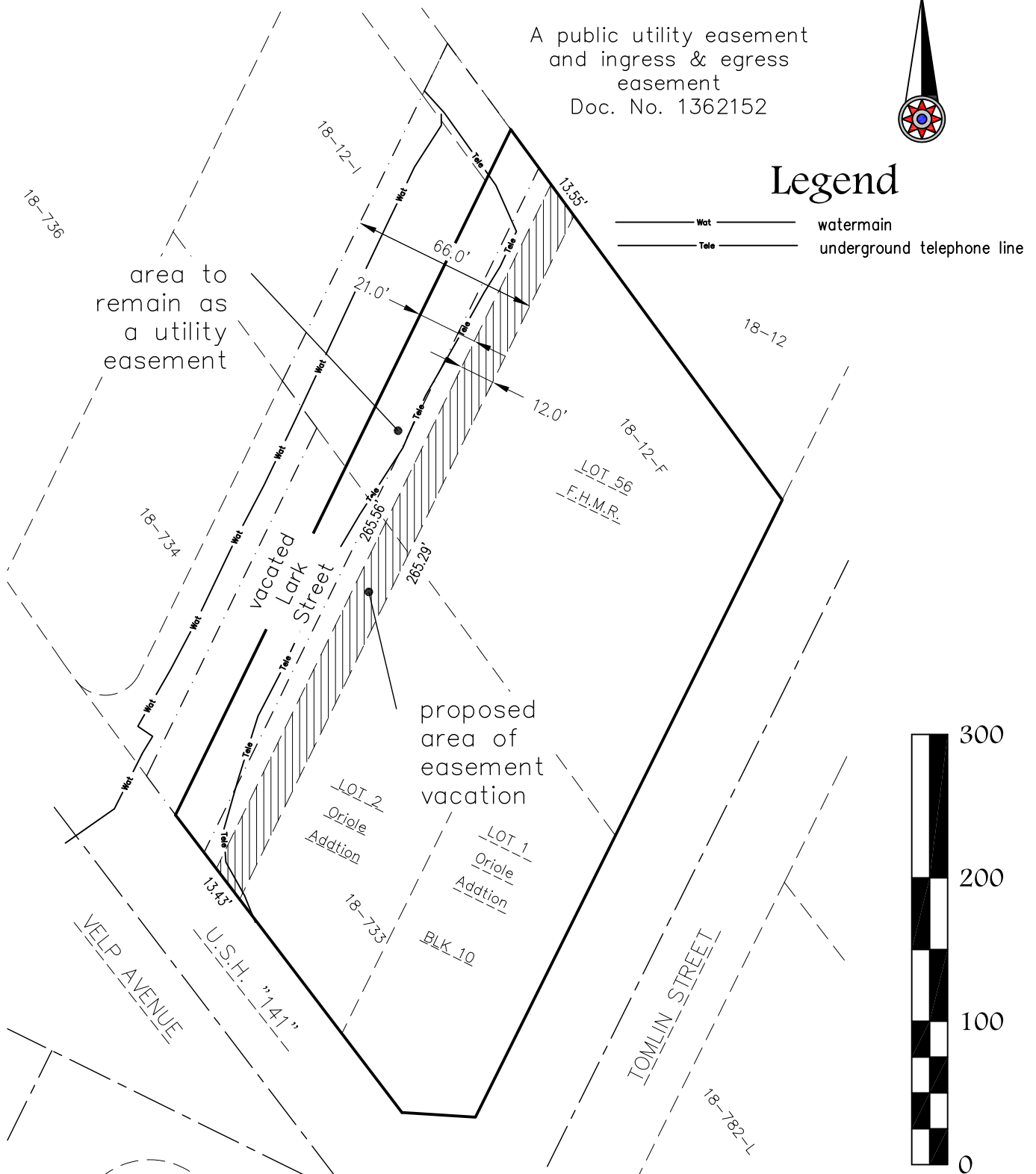
North



A public utility easement
and ingress & egress
easement
Doc. No. 1362152

Legend

— Wat — watermain
— Tele — underground telephone line



Client: Brunette

Tax Parcel: 18-733, 18-12-F

Drafted By: JRW

File: B-12418Exhibit 020119.dwg

Mau & Associates, LLP

LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Website: www.mau-associates.com
400 Security Blvd Ste 1, Green Bay, WI 54313-9712

Sheet One of One

Project No.: B-12418

Drawing No.: L-10603



Report to the Green Bay Plan Commission

MEETING DATE

April 1, 2019

PREPARED BY

Stephanie Hummel, Staff

AGENDA ITEM # N.2.

To declare City property surplus, located on Highland Park Avenue, subject to the following:

- a. This surplus property shall be attached to parcel 21-1229 at time of deed.
- b. This shall be conveyed to the property owner of 21-1229 at no cost.

BACKGROUND

Primary Address: East Side of 200 block of Highland Park Avenue (Parcel 21-1229)

Alderson/District: Ald. Craig Stevens / 5

Reason for Request: To declare City property as surplus property.

Subject Parcel Zoning and Land Use: PUD, Vacant

Surrounding Parcels Zoning and Land Use:

North: PUD, Vacant

South: R3, Varied Density Residential, Multi-Family

East: PUD, Vacant

West: PUD, Multi-Family

Comprehensive Plan: The 2022 Smart Growth Green Bay Comprehensive Plan recommends Medium/High Density Residential for the surrounding area.

Assessor's Valuation: \$5,300

Analysis: This request from the Department of Public Works is considered a "clean-up" item. This small portion of right-of-way was originally intended to be attached to parcel 21-1229 during the initial vacation/adjustment of right-of-way lines. With a property split and ownership change, this did not occur. This surplus declaration would allow staff to convey this small portion of land to the correct property owner. DPW is requesting a condition that this be at no cost to the property owner.

Ald. C. Stevens, adjacent property owners and reviewing agencies have been notified of this request. No objections were received as of the drafting of this report.

RECOMMENDATION

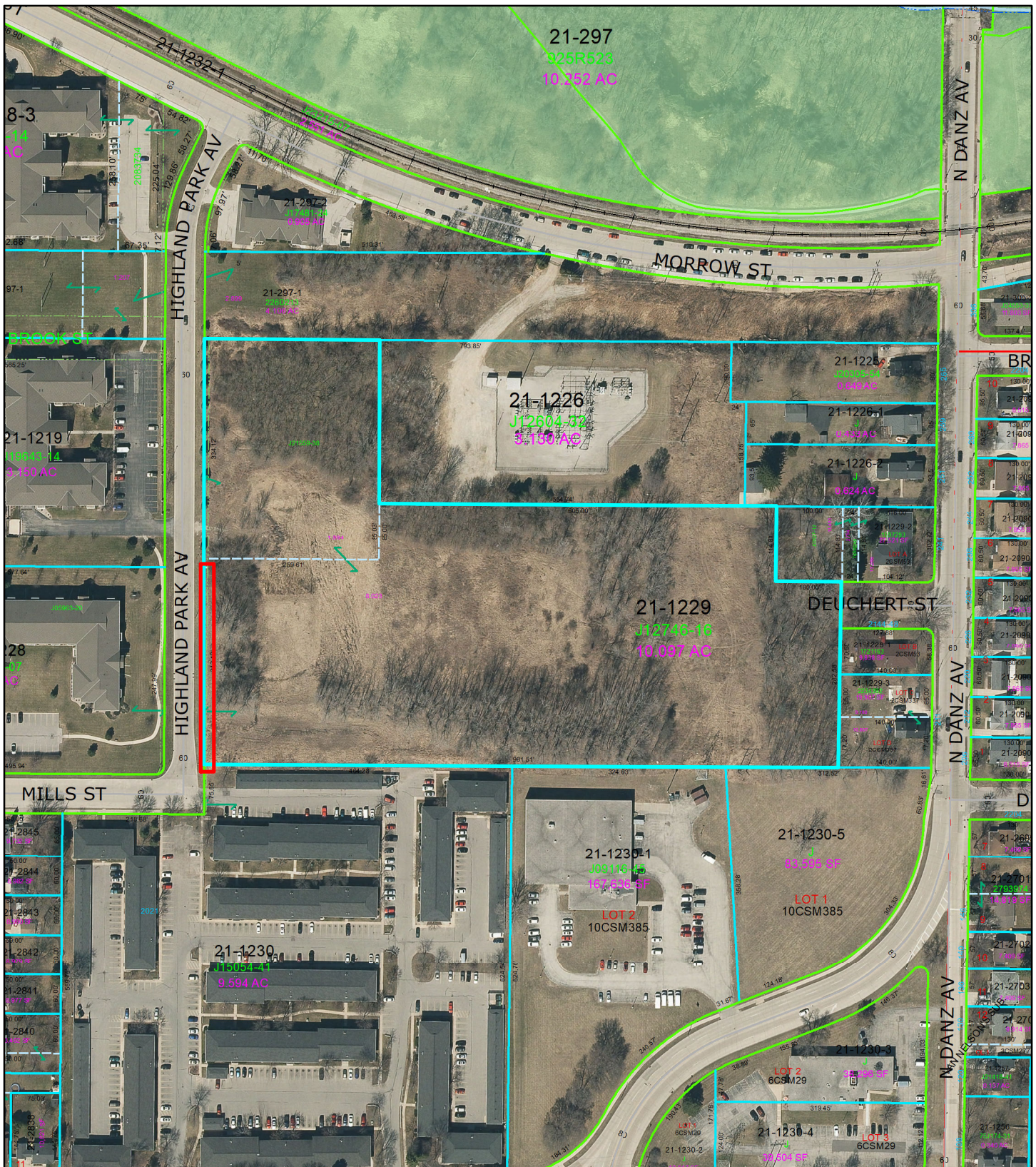
Approval of the request, subject to the following:

1. This surplus property shall be attached to parcel 21-1229 at time of deed.
2. This shall be conveyed to the property owner of 21-1229 at no cost.

FISCAL IMPACT

ATTACHMENTS

1. SP 19-01 Map
2. SP 19-01 Exhibit



(SP 19-01) Declaration of Surplus Property located on Highland Park Avenue

0 55 110 220 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 Mar 2019 X:\Planning\Basemaps\template_8.5x11.mxd

- Subject Parcel
- Surplus Area

OWNER: PARKWAY HIGHLANDS I LLC

21-1219

60'

N89° 22' 20"E

5.28'

S0° 55' 52"E
55.16'

AREA TO BE DECLARED
SURPLUS & CONVEYED
TO PARCEL 21-1229

SE $\frac{1}{4}$ -SE $\frac{1}{4}$
SECTION 32
T24N-R21E

21-1229

OWNER: PARKWAY HIGHLANDS III LLC

HIGHLAND PARK AV

S0° 38' 29"E
244.35'

299.51'
N0° 38' 29"W

60'

S89° 19' 47"W

1131.14'

N89° 19' 47"E

5.00'

N0° 02' 27"W
679.66'

MILLS ST

21-1230

SOUTHEAST CORNER
SECTION 32, T24N-R21E

DISCLAIMER

This Computer Aided Drafting and Design (CADD) drawing is a compilation of records and data located in various Public and Private offices. Bearings and distances on this map are based on Brown County basemap. A field survey has not been completed. Brown County and/or City of Green Bay are not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied.

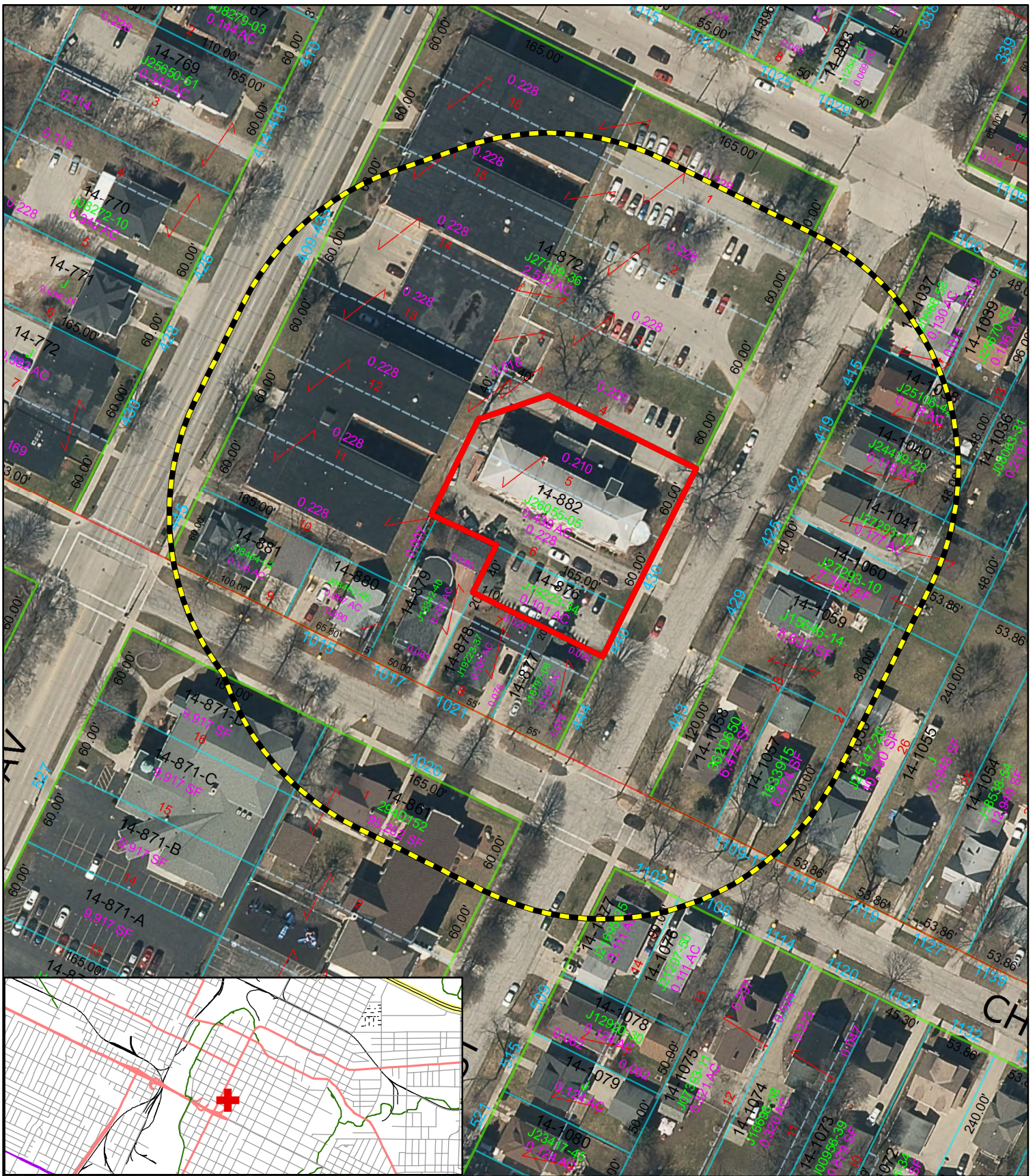
0 25' 50' 100'



CITY OF GREEN BAY, WISCONSIN
DEPT. OF PUBLIC WORKS- ENGINEERING DIVISION

PORTION OF HIGHLAND PARK AVENUE
TO BE DECLARED SURPLUS

DATE	BY
10/1/2014	J. J. J.



Subject Area



200' Property Owner Notice



0 5,000 10,000
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 PN

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



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](#)

SECURITY PLAN

The following security plan represents the Licensee's anticipated operations and procedures. It is a collection of guidelines that are not legally binding on the Licensee, but are intended to give the police department, the Green Bay Common Council and the public a good picture of what the Licensee believes his or her business will look like and how it will operate. While the Licensee will not receive any citations for deviating from this security plan, it is a good idea to follow these guidelines because the Council may consider during renewal time how closely you follow your plan. If you deviate too far from your security plan and fail to update it at renewal time, it could adversely affect your license status.

Director:

Executive Director

Manuelus M Reacco 7-9-57
Ph (920) 246-1812

Business Address:

Transformation House
430 S Clay St
Green Bay, WI 54301

Address to Accept Legal Documents:

430 S Clay St
Green Bay WI 54301

License Type:

Conditional Use Permit (CUP)

Building Owned or Leased:

Owned

Landlord name and address:

"N/A"

Building Capacity:
determined by Building Inspector

46 client beds-(2 more showers added would allow up to 100)

Parking Capacity/Availability:

There are approximately 21 parking spots available on the south side of the building and on S Clay St.

Anticipated Building Improvements:

Camera system. Approximately 30 cameras and 9 lights added to the exterior of the building. This provides a camera at every door and various high foot traffic areas. "Diagram A" is attached.

Fire alarms/ Smoke detectors:

There are fire alarms up to code on every floor along with required smoke detectors per code.

Evacuation Procedure:

There is an emergency evacuation plan in place and posted in case of fire or other emergency "Diagram B" is attached.

Manager, if any:

Cornado Johnson, Program Manager

Security Staff Information:

There will be approximately 5 staff on site during normal business hours between 9am-5pm, Monday through Friday. At night time after curfew there will be at least 1 staff on site.

Hours of Operation:

Primary Hours of Operation are 9am-5pm. After 5pm there are classes that take place. This ends approximately 830pm. Everyone is expected to be Breath tested (PBT) by 1100pm and in their room by 1130pm.

Food Service:

Breakfast is served daily 0800am-10am, sandwiches are provided for lunch and dinner is 5pm-6pm daily.

Neighborhood:

Transformation House will screen all clients upon entry to the program. We will utilize C CAP, Green Bay Municipal Court Records, Sex offender Registry, US Dept of Justice web site.

Police Services:

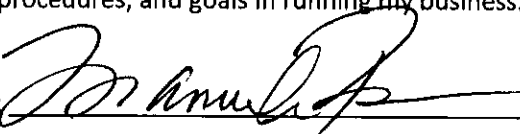
We will screen all clients and call police with any warrants on clients. We Portable Breath Test all clients every day. We will allow police access to camera's surveillance upon request. We will meet with any concerned neighbors.

Compliance with Laws:

Transformation House will comply with all CUP conditions and notify the city of any building modifications or improvements made. We will comply with city ordinances.

By signing below, I agree that the security plan set forth above accurately represents my policies, procedures, and goals in running my business.

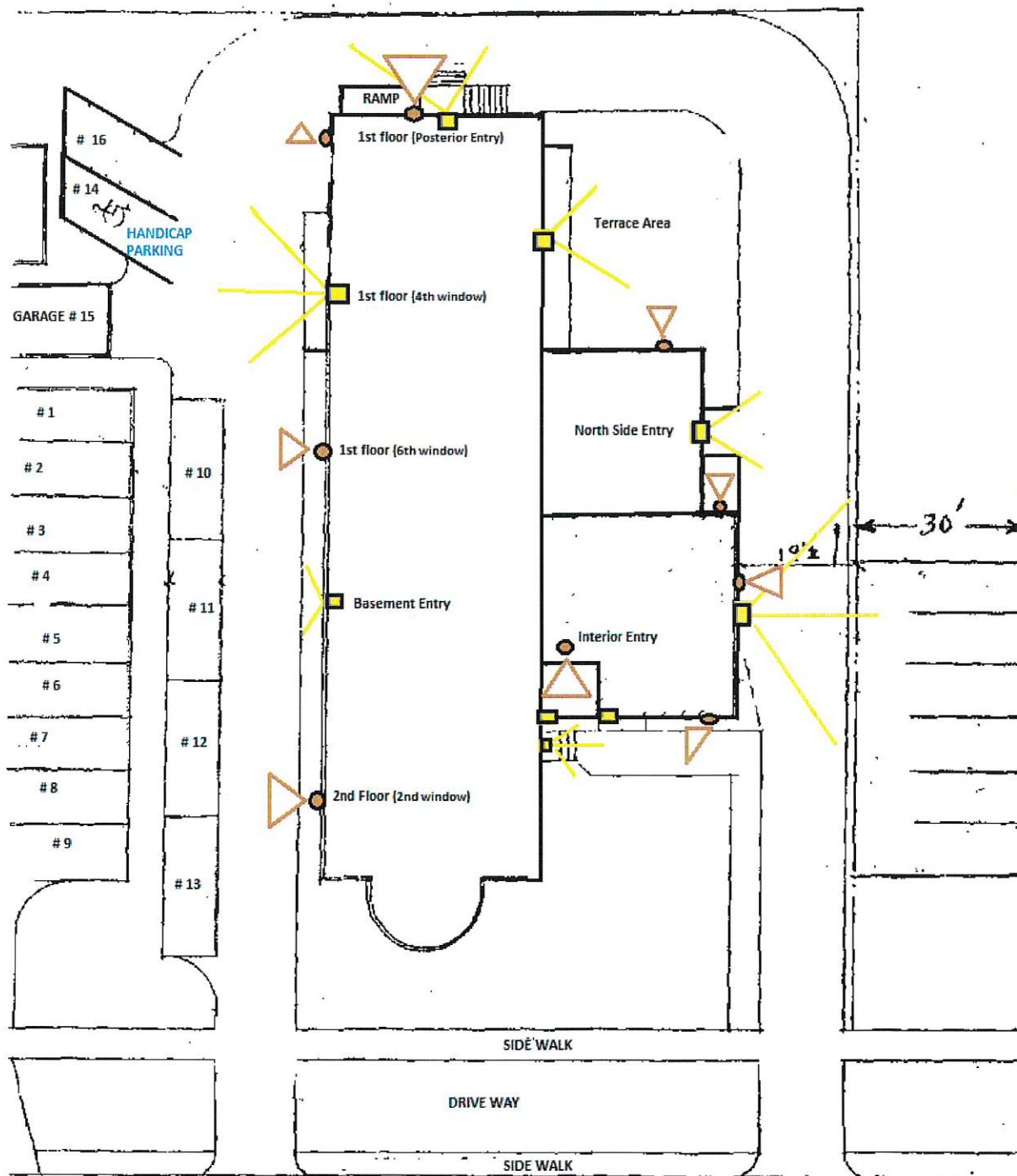
Licensee:



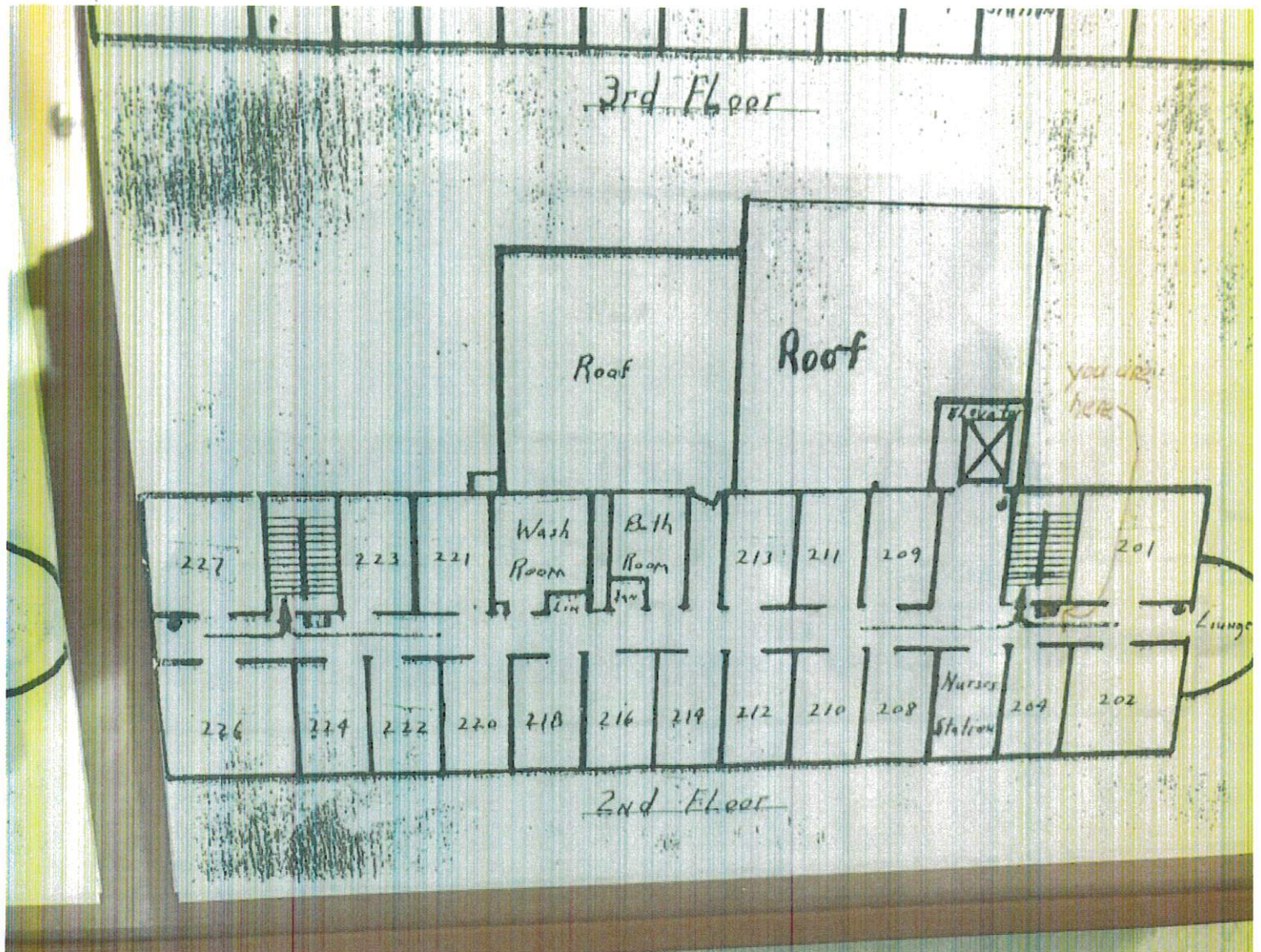
Date:

3/22/2019

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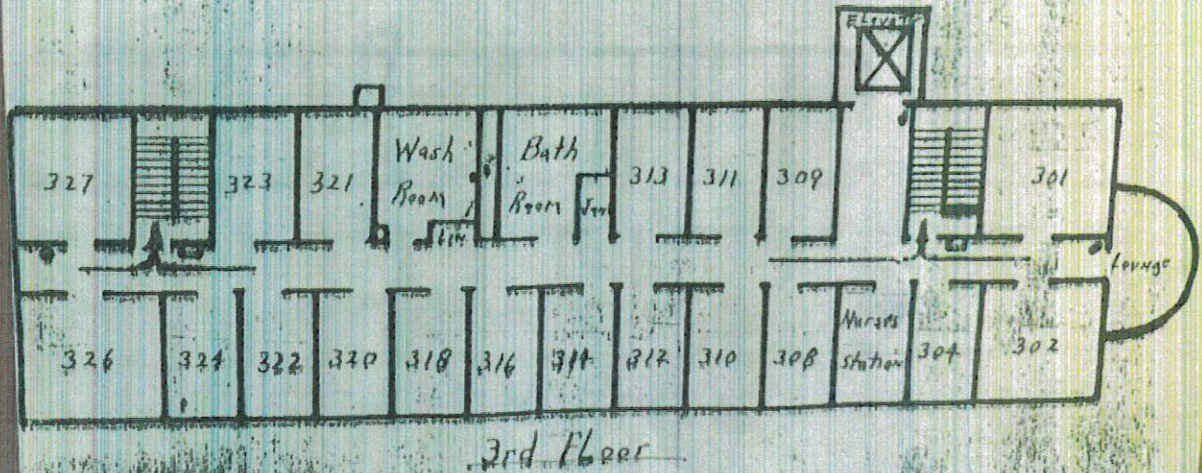
BUILDING EXTERIOR
430 S. Clay St.

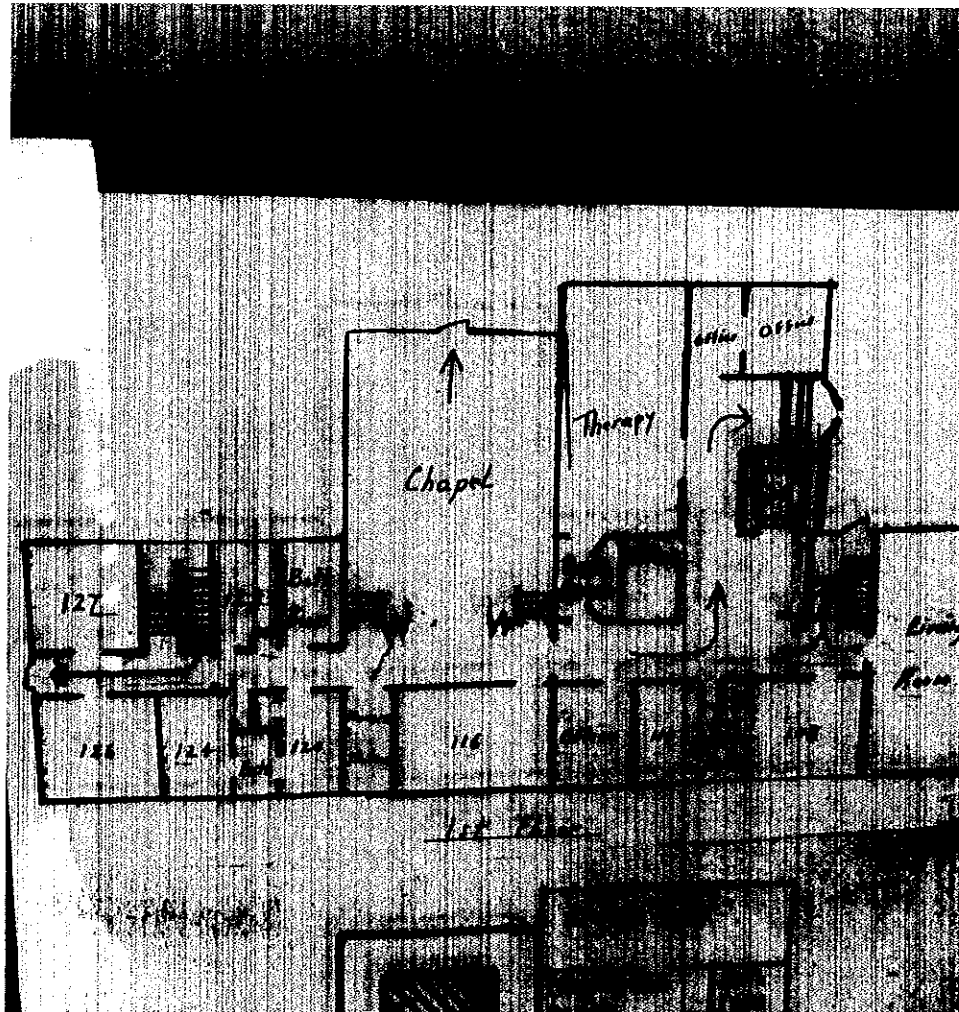


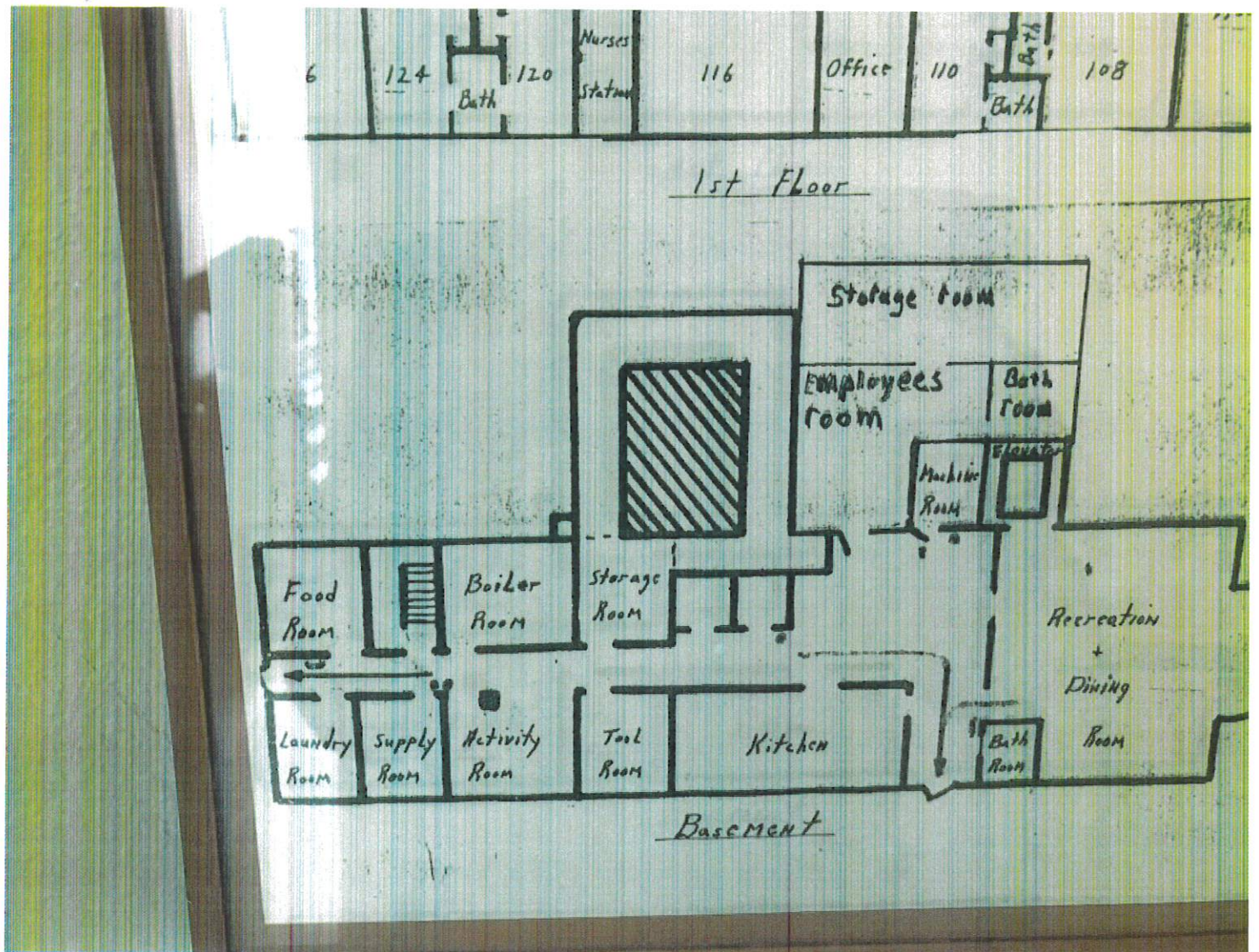
● Fire Extinguishers

■ Fire Alarm Box

✓ Exit









Transformation House Inc.

life transitioning for men

430 S. Clay Street | Green Bay, Wisconsin 54301 | Phone: (920) 857-9611 | Fax: (920) 544-9609
Website: www.transformationhousegb.com Email: transformationhousegb@gmail.com

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.

Who We Are?

Transformation House is a non-profit 501©3, tax-exempt organization that is dedicated to helping men with emergency and transitional housing needs. Our primary objective is to empower men to re-establish themselves as independent, self-supporting members of our society. The transition is not just about a new job or a cheap place to stay. It is the process of healing old wounds, learning new skills, and sometimes overcoming one's personal demons. A high percentage of our clients have been dealing with addiction and relationship issues that have cost them their families, their jobs, and even their freedom. Transformation House assists them in finding the courage and endurance to deal with their internal issues of recovery, self-esteem, and personal beliefs.

There are several organizations that assist and provide to women, children, and families, but very few resources are available to men. Green Bay has five emergency homeless shelters with a combined capacity of more than two-hundred individuals or families. Three other agencies offer transitional housing services with hundreds of people on waiting lists. A study published in July 2009 by the National Coalition for the Homeless showed that 67.5% of single homeless adults are more likely to be male. The culture in America often portrays men as strong, tough, or macho. They are taught to be the head of the household and the primary support for their families. When men experience difficult circumstances that derail their ability to take care of themselves, it can be overwhelming. Many of whom lose their confidence and self-worth as a result of feeling ashamed, vulnerable, and humiliated.

What We Do?

Transformation House is a 46-bed housing facility. We are committed to maintaining a supportive and secure environment through rigorous and holistic programs. The client's needs are addressed from a whole person perspective while implementing general supportive services.

General Supportive Services

- Case Management
- Employment & Housing Placement Assistance
- Substance Abuse Counseling (AODA)
- Life Skills Training
- Social Skills Development
- Education (GED) Program
- Financial Management
- Counseling & Support Groups
- Stress & Anger Management

Clients are responsible for a weekly fee and have structured requirements that are designed to prepare them for the activities of daily living and self-sufficiency. They must be willing to accept case management services and develop and follow an individualized service plan by setting target goals that should be reached prior to and after leaving the program.

General Requirements

- Participate in structured meetings covering areas related to substance abuse, personal hygiene, life skills training (i.e. financial management, job readiness)
- Fulfill assigned volunteer/community service requirements
- Complete a list of chores at the facility
- Have a job, another source of income, and or be actively looking employment
- Be law abiding citizens
- Maintain absolute sobriety from drugs/alcohol and be willing to submit to and pass drug/alcohol screening
- Meet regularly with the assigned case manager to evaluate progress
- Have a desire to make changes in one's life
- Make a commitment to address personal issues
- Be honest with self and others
- Take responsibility for one's own choices

Outcomes/Objectives

Transformation House is strengthening the community through action. Our programs provide individuals and families with the help they need to get back on their feet and learn the skills necessary to make healthy lifestyle choices, find employment, maintain a home, and live independently. Since 2012 we have successfully graduated over 80% of our clients into independent living.



Transformation House Inc.

life transitioning for men

610 S. Broadway Street | Green Bay, Wisconsin 54303 | Phone: (920) 857-9611 | Fax: (920) 544-9609
Website: www.transformationhousegb.com Email: transformationhousegb@gmail.com

Board of Directors

Pastor Manuelus M. Reacco, Chair President

Executive Director, Transformation House Inc.

Pastor, Faith Tabernacle Outreach Ministries

1215 Thrush St., Green Bay, WI 54303

Tele: (920) 246-1812

Email: manuelusreacco@yahoo.com

Kimyatta Ratliff, Vice Chairwoman

Owner, Universal Designs Salon

1120 Marshall Ave., Green Bay, WI 54303

Tele: (706) 833-0924

Email: kimyatta_ratliff@yahoo.com

Chad Hendricks,

Owner, Brand Outcomes

(www.brandoutcomes.com)

312 Pine St., Green Bay, WI 54301

Tele: (920) 471-2701

Email: chendricks@brandoutcomes.com

Pamela Reacco,

Faith Tabernacle Outreach Ministries

1215 Thrush St., Green Bay, WI 54303

Tele: (920) 309-1555

Email: ladypamela_pamelareacco@yahoo.com

Thomas Beverly,

Disabled Veterans Outreach Program Specialist

(Wisconsin DWD)

701 Cherry St., Green Bay, WI 54301

Email: thomas.beverly@dwd.wisconsin.gov

Carnardo Johnson,

(Student), UWGB

Minister, Faith Tabernacle Outreach Ministries

1525 Capital Dr., Green Bay, WI 54301

Tele: (920) 713-0328

Email: carnardoJ@gmail.com



Transformation House Inc.

life transitioning for men

610 S. Broadway Street | Green Bay, Wisconsin 54303 | Phone: (920) 857-9611 | Fax: (920) 544-9609
Website: www.transformationhousegb.com Email: transformationhousegb@gmail.com

Lori Noll,

MHS Health Wisconsin

Green Bay, WI 54301

Tele: (920) 366-9826

Email: lnoll@mhsWI.com

Tami Sankey,

Century 21, Ace Realty (Realtor)

3064 Saffron Lane, Neenah, WI 54956

Tele: (920) 739-2121

Email: tamisankey@gmail.com

Transformation House Inc.

Proposal

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:

- 1 • *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

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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: _____

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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 workers 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,

Transformation House

House Rules

Purpose of Transformation House

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

And this is life eternal, that they might know thee, the only true God, and Jesus Christ whom thou hast sent. John 17:3

Program Fees:

All residents are required to pay a weekly program fee of \$85.00. The Program fees are due **EVERY** Friday by 1pm. Program fees must stay one week ahead in your account. If move-in is mid-week the Program fees will be prorated. This is not a monthly fee, although payment can be paid monthly (in advance), equaling the amount needed for the number of weeks in that month.

A fee of \$85.00 must be paid at move in for a security deposit. One week after leaving the program and after the cleaning and damage report has been completed, the remaining security deposit will be returned. Security deposits returns are issued only on Fridays.

Program fees are due at the time of move-in. Program fees are essential for maintaining the house finances and your personal financial accountability. If unable to make a payment; you will be expected to vacate the Program within 72 hours. If you vacate due to nonpayment of program fees the security deposit is forfeited and will **not** be returned.

Daily Schedule:

7:30am Morning Devotional (optional)

11 pm Curfew. No one shall leave the House after 11:00 pm and no one will be allowed to return after 11:00 pm, with the exception of employment. No overnights elsewhere without prior approval from your assigned Case Manager. All request forms for overnight pass must be submitted 7 days prior to the requested date. If you do not return to the facility one night, you will be expected to vacate the facility immediately.

11:30 pm Lights out/TV off

Chore assignments must be completed by 11pm.

Authority: You are under the authority of and accountable to all facility and program staff.

Community Service: You will be required to complete 20 hours of documented work in the community if you are not employed 20 hours weekly. If you do not do this, you will be expected to vacate the Program within 72 hours.

Conflict: Conflicts between residents and staff cannot be ignored. All conflicts will be handled according to Mathew 18:15-17. Individuals with conflict should resolve their own issues. If unable to be resolved, then ask for assistance from House Staff or the Pastor for assistance in the resolution process.

Dating: We believe that it would be unwise for you to pursue any new dating relationships during your time in the program. It is not recommended that you pursue a "good woman" until you are better ready to be a better man. Restoration of a marriage may be one of your personal goals and should be carefully pursued through counseling.

Discipline: Written warning will be given and discussed with assigned Case Manager. Depends upon the severity of the infraction you may be required to vacate the facility and program immediately. If you are asked to leave the Program, or you chose to leave, your property must be removed. Any property left behind will be stored for more than 3 days. After 3 days all items will be donated or disposed of. No one will be considered for re-admission to the Program for 30 days, if discharged. If you vacate due to infraction of program rules the security deposit is forfeited and will **not** be returned.

Inappropriate Conduct: Violent behavior, provoking someone to anger, verbal abuse, sexual abuse, profanity or lewd comments, non-marital sexual activity, lying, covering up inappropriate behavior, disrespecting others property, disrespecting others, violating curfew, not attending regularly scheduled classes or meetings, inconsiderate and selfish behavior, not being in the house overnight, refusing or resisting a reasonable request from House Staff, negative attitude and/or comments.

Income: All income must be reported to your Case Manager. Provide pay stubs, etc.

Overnight: All residents must stay at the House every night during their stay in the Program unless authorized by the assigned Case Manager.

Sharing Meeting: Selected evenings, residents will meet with the Facility Manager to discuss issues. It will be a time to share personal struggles, prayer, and residential issues, etc. This a required time together.

Social Accountability: (Authority, Conflict, Overnight)

Spiritual Accountability: Staff will be available to meet with you concerning your spiritual walk. Devotions are held daily and are optional. It is encouraged that you spend time daily in personal devotional also. Spend time reading God's work and praying. You are encouraged to make personal journal entries on areas of new understanding or questions. Your participation in church on Sunday and Wednesday are strongly suggested but not mandatory. The church is a place to build relationships within the local body of Believers.

Vocational/Educational: You must report regularly to your job while in the Program. You will need to complete a Financial covenant and develop a budgeting plan with your assigned Case Manager.

Receiving a GED while in the Program will be required if you have not received a high school diploma.

Resident Signature: _____

Date: _____

TRANSFORMATION HOUSE INC.

RESIDENT AGREEMENT

I have read the rules and I understand them. I agree to abide by them. I understand that if I don't I may be asked to immediately leave, or my stay at the Transformation House may be shortened. I also understand that anything I leave behind will immediately be disposed of.

I also understand that I will be assigned a case manager. I will be expected to attend regular case management sessions to continue living in the house.

I understand and agree that if any funds from a third-party organization (church, government institution, other non-profit agency, etc) are given to cover rent and program fees for my stay at Transformation House and I either elect to leave the program voluntarily or I am asked to leave the premises for a violation, any unused funds will be returned directly to the original sender or used for another resident's expenses with the permission of the sender.

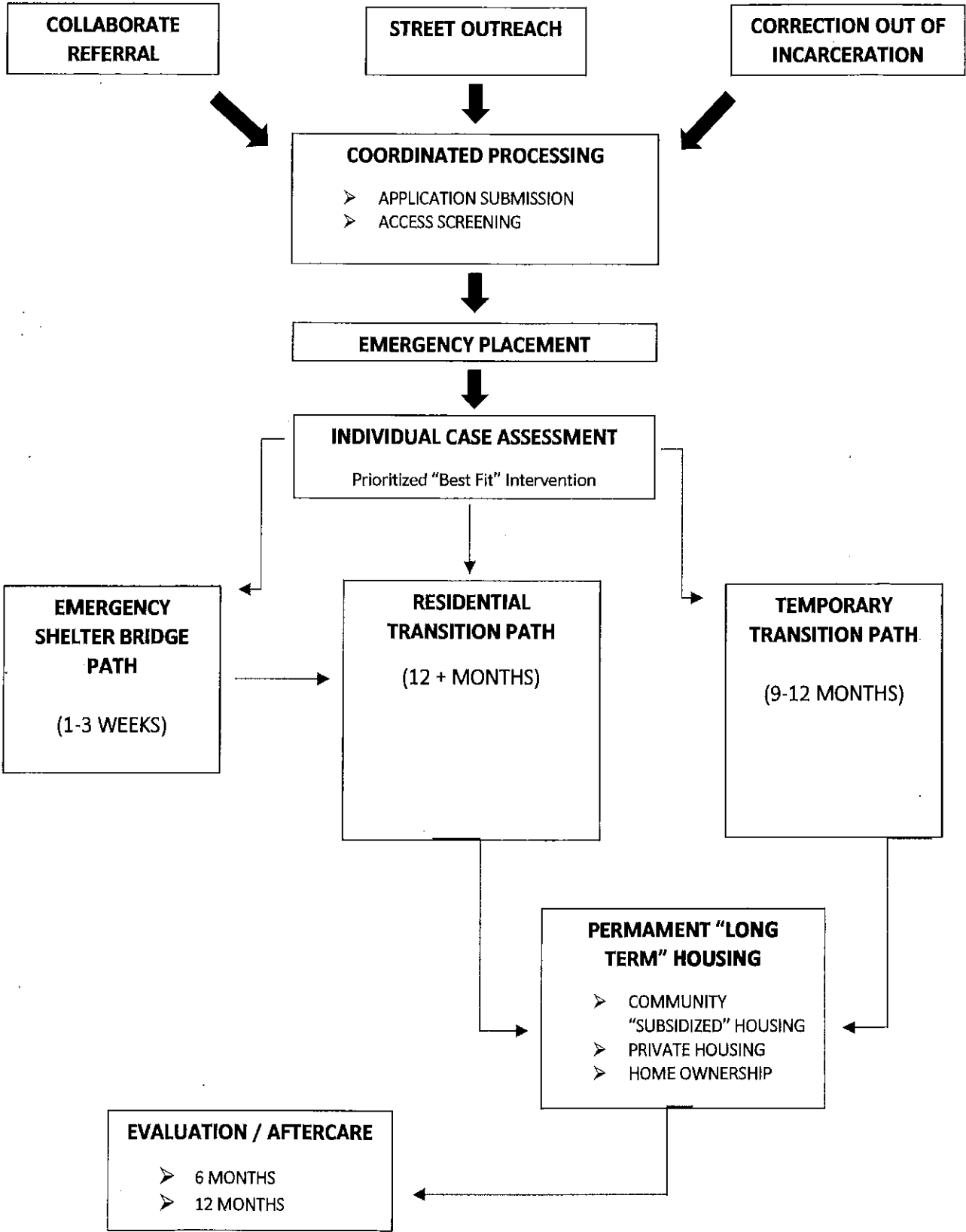
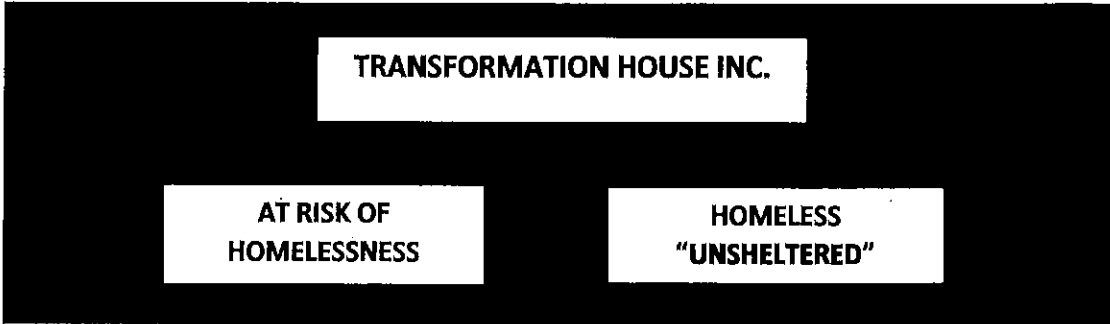
In addition, I agree to abide by the special arrangements listed below.

Resident Adult

Date

Staff Member

Date



Referring Agencies

- 1.) **Welcome Home LLC.**
- 2.) **Pathway to a Better Life LLC.**
- 3.) **Brown County Human Services**
- 4.) **Bellin Health**
- 5.) **Journey to Adult Success (JAS)**
- 6.) **Brown County Heroin/Opiate Treatment Court**
- 7.) **Brown County Veteran Service Department**
- 8.) **Brown County Jail Ministry**
- 9.) **Brown County Department of Probation and Parole**
- 10.) **Milwaukee County Department of Probation and Parole**
- 11.) **Stanley Correctional Institution**

Transformation House
APPLICATION
(ALL FILES ARE HELD IN STRICT CONFIDENCE)

Application Date: ____ / ____ / ____

Referred By: _____

APPLICANT INFORMATION

Full Name and/or former names: _____

Date of Birth: ____ / ____ / ____ Social Security Number: ____ - ____ - ____

Ethnicity: _____ Marital Status: ☐ Single ☐ Married ☐ Divorced ☐ Widowed ☐ Other

What situation(s) brought you to Transformation House? Be specific.

County of Current Residence: _____

Have you resided any other state(s) besides Wisconsin? ☐ Yes ☐ No

County and State of Previous Residence: _____

Length of Residency at Previous Residence: _____

Where can you be contacted regarding your application?

Address: _____

Telephone Number: () - ____ - ____

Have you ever been a resident of Transformation House? ☐ YES ☐ NO

If yes, when? _____

Have you ever received services from any homeless shelter? ☐ YES ☐ NO

If yes, where and when? _____

Are you a Veteran or Active Duty? ☐ YES ☐ NO

NOTE: If yes, please provide a copy of DD-214

Highest level of education completed: _____

Are you currently employed? ☐ Yes ☐ No

If yes, complete the following: ☐ Full-time ☐ Part-time

Current Employer: _____

Work Telephone Number: () - ____ - _____

Other Telephone Number: () - ____ - _____

What are your regular working hours?

Sun: _____ Mon: _____ Tues: _____ Wed: _____

Thurs: _____ Fri: _____ Sat: _____

SOURCES OF GROSS INCOME

	WEEK	MONTH	RECEIVED BY WHOM
Work	\$	\$	
Social Security	\$	\$	
SSI	\$	\$	
VA Benefits	\$	\$	
Unemployment	\$	\$	
Child Support	\$	\$	
Food Stamps	\$	\$	
Pension	\$	\$	
Maintenance/ Alimony	\$	\$	
Other	\$	\$	

Are you physically or mentally impaired? ☐ YES ☐ NO

If yes, be specific: _____

Is disability accessibility required? ☐ Yes ☐ No

If yes, be specific _____

Are you or currently taking any prescription medications? ☐ YES ☐ NO

If yes, please list all medications and dosage: _____

Do you have a substance abuse problem? ☐ YES ☐ NO

If yes, be specific: _____

Religious Affiliations:

☐ Jewish

☐ Catholic

☐ Protestant _____

☐ None, but I believe in God

☐ Atheist or agnostic

☐ Other _____

Mark all that apply:

☐ Have you previously been involved in counseling?

☐ Are you currently taking any prescription medications?

☐ Do you currently use alcohol or other non-prescription drugs?

☐ Is there a history of alcohol or drug problems in your family?

☐ Is there a history of mental health problems in your family?

☐ Have you ever been hospitalized for mental health reasons

☐ Have you ever been physically abused?

☐ Have you ever been emotionally abused?

- ☐ Have you ever been sexually abused or assaulted?
☐ Have you ever been in legal trouble?
☐ Have you ever attempted suicide?
☐ Have you ever had thoughts of suicide?
☐ Are your life concerns interfering with your academic/ work performance?

	Not at all	Mildly	Moderately	Highly
How serious is your need for change?				
How motivated are you to change your current situation(s)?				
How optimistic are you that your situation(s) can change?				

IN CASE OF EMERGENCY, WHO DO WE CONTACT?
NOTE: YOU MUST LIST AN EMERGENCY CONTACT

Name: _____

Relationship to you: _____

Address: _____

Telephone Number: () - _____ - _____

Name: _____

Relationship to you: _____

Address: _____

Telephone Number: () - _____ - _____

Have you ever been convicted of a felony or misdemeanor involving violence and or sexual offenses? ☐ YES ☐ NO

If yes, be specific:

NOTE: Criminal Background Check and Sex Offender Registry check will be completed on all applicants prior to admission.

Do you have ANY past or pending charges? ☐ YES ☐ NO

If yes, please note all charges and pending court dates.

Are you currently on Probation or Parole? ☐ YES ☐ NO

PAROLE OFFICER / SOCIAL WORKER'S INFORMATION

Name: _____

Agency: _____

Telephone Number: () - _____ - _____

Date Criminal Background Check Completed: ____ / ____ / ____

Completed By: _____

(NOTE: Attach Background Criminal Check to Application)

Transformation House Inc. is a House for the development of men and does not discriminate against any otherwise qualified applicant, participant, or beneficiary on the basis of disability, race, creed, color, national origin, religion, sexual orientation, gender identity or age. Any person who feels he has been discriminated against by Transformation House may submit a written

grievance to Transformation House Office. The written grievance submitted will be reviewed by Transformation House Executive Director.

The information given on this application is true and correct. I understand that giving false information will result in my being denied admission into the Transformation House. I further understand that this application does not guaranty placement but if I am accepted, I agree and fully understand the following paragraphs.

I understand that criminal background checks, sex offender registry checks, and drug and alcohol checks will be conducted on all applicants prior to admission and periodically throughout my stay at the house. Failure to report any criminal activity and or submit to periodical drug and alcohol checks will result in immediate termination I understand that 24 hour taped video surveillance may be in use in common areas at the house.

I do hereby release the Transformation House, the Board of Directors, the Executive Director, Personnel, Practicum Students, Volunteers of any responsibility for any items that are lost or stolen and I further do not hold them responsible for any injury that may occur to myself due to accidents that may happen during my stay at the Transformation House. I will keep confidential all information regarding the residents of the Transformation House. I further agree **NOT** to disclose **ANY** information about the house's business or any resident's past or present status.

Applicant's Signature: _____

Date: _____

Personnel Signature: _____

Date: _____

TRANSFORMATION HOUSE INC.

RESIDENT INTAKE FORM

(ALL FILES ARE HELD IN STRICT CONFIDENCE)

Intake Staff: _____ Intake Date: __/__/__ Case Manager: _____

Admitted Date: _____

Exit Date: _____

Floor: _____

Room: _____

First Name: _____, Middle: _____, Last: _____

Date of Birth: __/__/__ SSN: ____-____-____ Race/Ethnicity: _____

Primary Language if not English: _____ Do you need interpretation? ☐ YES ☐ NO

Marital Status: ☐ Single ☐ Married ☐ Divorced ☐ Widowed ☐ Other

Number of Children: _____ Do you have contact: ☐ YES ☐ NO Last Contact: _____

If answered **No** explain: _____

Emergency Contact:

Name: _____ Relationship to you: _____

Address: _____ Telephone Number: () - ____ - ____

Where did you sleep last night?

State: _____ City: _____ County: _____

☐ Friend ☐ Relative ☐ Shelter ☐ Vehicle ☐ Motel ☐ Jail ☐ Hospital ☐

Street ☐ Other: _____ Length of stay? _____

Were you referred to Transformation House? ☐ YES ☐ NO

Referred by: _____ Telephone #: _____

Residential History:

Previous Permanent Address: _____

State: _____ City: _____ Zip: _____ County: _____

Date moved in: _____ Date moved out: _____ Eviction: ☐ YES ☐ NO

Reason for leaving Address: _____

Date of WI residency: _____ Date of Brown County residency: _____

Date of homelessness began: _____ Reason for Homelessness: _____

Residential History Continued:

Have you previously resided at Transformation House?

☐ YES☐ NO

If yes specify: _____

Dates: _____

To _____

Medical:

Do you have medical Insurance?

☐ YES☐ NO

Type: _____

Are you a Veteran?

☐ YES☐ NO

Any currently experiencing physical or mental problems?

☐ YES☐ NO

Are you physically or mentally impaired?

☐ YES☐ NO

Are you or currently taking any prescription medications?

☐ YES☐ NO

Do you have a substance abuse problem?

☐ YES☐ NO

Do you drink alcohol or use illegal drugs or medication not prescribed to you?

☐ YES☐ NODate you last drank **ANY** alcohol: _____Date you last used **ANY** illegal drugs or medication not prescribed to you: _____

Type: _____

Type: _____

Type: _____

Type: _____

Do you have a gambling abuse problem?

☐ YES☐ NO

Have you received Treatment?

☐ YES☐ NO

Date of Treatment: _____

Education & Employment:

Highest Level of Education Completed? _____

Currently Enrolled in Classes? ☐ YES☐ NOIf **yes** where? _____

Are you currently employed?

☐ Yes☐ No

If yes, complete the following:

☐ Full-time☐ Part-time

Current Employer: _____

Work Telephone Number: () - _____ - _____

Other Telephone Number: () - _____ - _____

What are your regular working hours?

Sun: _____

Mon: _____

Tues: _____

Wed: _____

Thurs: _____

Fri: _____

Sat: _____

Transportation:☐ Own a Vehicle☐ Bus Transit☐ Taxi Services☐ Friends/Relatives

Vehicle: Year: _____

Make: _____

Model: _____

Color: _____

Income & Expense:List **ALL** Income:

Type	Amount	Weekly / Monthly
Work	\$	
SSI	\$	
VA Benefits	\$	
Unemployment	\$	
Child Support	\$	
Food Share	\$	
Pension	\$	
Maintenance / Alimony	\$	
Other	\$	

List **ALL** expenses (bills):

Type	Amount	Creditor
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

Criminal History:Do you have **ANY** past or pending charges? ☐ YES ☐ NOIf **yes**, please note all charges and pending court dates.

Case #:	Charge:	Court Date:
Case #:	Charge:	Court Date:
Case #:	Charge:	Court Date:

Have you been convicted, or do you have pending felony or misdemeanor charges involving violence and or sexual offenses? ☐ YES ☐ NO

Case #:	Charge:	Disposition:
Case #:	Charge:	Disposition:
Case #:	Charge:	Disposition:

Are you currently on Probation or Parole? ☐ YES ☐ NO**PAROLE OFFICER / SOCIAL WORKER'S INFORMATION**

Name: _____

Agency: _____

Telephone Number: () - _____ - _____

Transformation House, Inc. Intake Checklist

Interview

- What brought you here? Referral?
- Why do you want to stay at the Transformation House?
- Faith-based programming. Required Attendance; TADA ,House meeting
- \$85 program fee. \$85 security deposit due at move-in.
- No drugs or alcohol. Breathalyze every night.
- Curfew Time. Only out for DOCUMENTED work outside the Curfews.
- Chores daily.
- Must be employed within a week (unless on SSDI. Then must complete community service daily with Pastor Reacco)
- Must be shaved/trimmed every day. Shower and hygiene, clean clothes.

Application/Intake

- Give application.
- Photocopy of ID
- Review application. Look for missing information.
- Begin Intake form.
- Ask in-depth med hx, mental health dx, medications.
- Substance use: last use marijuana, alcohol. What other drugs have you used? When last?
- Prescription medications not prescribed to you?
- Verify probation/parole status.
- Program fee and security deposit due. Remind next payment due on Friday (prorated based on intake date)
- Sign consents

Welcome

- Room Assignment: Name on whiteboards, clipboard, give key
- Show night manager's desk. Go over Overnight Pass procedures, how to sign in-out for overnight work.
- Show hall whiteboard. Show where chore is and how to write time, move dot.
- Explain dinner and how to sign up properly. Show telephone.
- Recreation room, Minister CJ's office, TV room, Resident Kitchen (explain that food needs to be stored and prepared in kitchen. Label and put in box or bag, off of ground.)
- Med closet (Remind that ALL meds need to be secured. Get a weekly pill sorter)
- Door Entries: (unless coming in with a bag/backpack the bag will be searched.)
- Take to room. Show how to lock door. Remind to lock when leaving. Must keep room clean. No food or drinks allowed.

Zero Tolerance = AlcoBlow®

The AlcoBlow® features an advanced fuel cell sensor that provides increased stability, reliability, accuracy, and battery life as compared to low-cost semi-conductor sensors used in consumer-grade products. The fuel cell is the alcohol screening technology of choice for law enforcement agencies worldwide.

ZERO TOLERANCE

The AlcoBlow® handheld breath alcohol tester is an efficient and easy way to quickly gauge whether a person has consumed alcohol.

The new AlcoBlow® from CMI, Inc. is the perfect tester to screen for alcohol use in a zero tolerance situation. It can be used in many testing situations, including:

- Students during school or special events
- Inmates in correctional facilities
- Work release program participants
- Employee testing
- Drivers at traffic roadblocks

FEATURES

- Fuel cell sensor reacts only to alcohol
- No warmup time, always ready to use
- Fast, easy testing sequence
- Quick instrument recovery time allows for testing to be done on several people within a short time
- Two modes of operation—*Active* and *Passive*—to fit any testing situation
- No mouthpieces needed
- No regular calibration checks or calibration adjustments needed
- Low power needs means extended battery life

TWO OPERATING MODES

The AlcoBlow® can be used in two modes:

- **ACTIVE** - The subject participates by blowing into the cone of the instrument where a sample of breath is collected for analysis.
- **PASSIVE** - The operator places the cone of the instrument in a space of air where alcohol may be present. This mode can be used without a subject's cooperation or can be used in the area above a drink to see if it contains alcohol.



The AlcoBlow® has just two operator buttons and two indicator lights, one to indicate the instrument's status, one to indicate whether alcohol was detected.

SPECIFICATIONS

DETECTOR: Electrochemical fuel cell

SAMPLING: Two modes: Active and Passive

RESPONSE TIME: Approximately three seconds from sampling

RESULT DISPLAY TIME: 3-5 seconds, depending on alcohol level

RESET TIME: Two seconds at zero alcohol reading, less than 30 seconds at readings > .200% BAC

DIMENSIONS: 10" long x 1.9" at the widest point (265 mm long x 48 mm)

WEIGHT: 10.5 oz. with batteries (300 grams)

POWER SUPPLY: Four "AA" batteries (included) provide about 2,500 tests

RECOMMENDED OPERATING TEMPERATURE: 32 to 104°F (0 to +40°C)

AUDIBLE FUNCTION: Indicates a status change

CALIBRATION/SERVICE: Not more than once per year

ACCESSORIES: Leather carrying pouch with belt clip and alcohol-free moist towelettes (used to clean cone area after several successive *Active* mode tests)

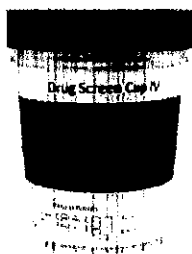


316 E. 9th St. • Owensboro, KY 42303 • Toll Free: 1-866-835-0690

Fax: 270-685-6268 • www.alcoholtest.com

Home (<https://drugtestsinbulk.com/>) > Search results for: 'ATDOA-6125'

Search results for 'ATDOA-6125'



(<https://drugtestsinbulk.com/12-panel-drug-screen-cup-iv-drug-test.html>)

Twelve Panel Drug Screen Cup IV Drug Test (CLIA Waived) (<https://drugtestsinbulk.com/12-panel-drug-screen-cup-iv-drug-test.html>)

Tests

AMP (Amphetamine) / BAR (Barbiturates) / BUP (Buprenorphine) / BZO (Benzodiazepines) / COC (Cocaine) / mAMP (Methamphetamine) / MDMA (Ecstasy) / MOP (Morphine) / MTD (Methadone) / OXY (Oxycodone) / PCP (Phencyclidine) / THC (Marijuana)

The 12 Panel Drug Screen Cup IV Drug Test (CLIA Waived) offers superior accuracy for a fraction of the cost of other instant cup options. The urine test cup can detect up to 12 different illicit drugs in one (...)

~~\$157.00~~

\$131.25

Per cases of 25

As low as: \$5.25 each

4.8 ★★★★★
Google
Customer Reviews

UP TO 70% OFF POPULAR PRODUCTS

Chat Now!

Received

3/19/19

Alex Drews



Office of the City Assessor

Russell L. Schwandt
City Assessor

I/We request the following parcels be combined for the 2020 assessment year.

Parent parcel number and address: 14-882

Parcel number(s) of the properties to be combined with the parent parcel:

1. 14-876
2. _____
3. _____

Please have the owner(s) sign and date the authorization below and return it by December 1st to:

City of Green Bay Assessor's Office
100 N. Jefferson Street, Room 102
Green Bay, WI 54301

If you have any questions, please feel free to contact our office at (920) 448-3066.

I/We, the owner(s) of the parcels listed above, authorize the City of Green Bay Assessor's Office to combine them.

3/19/2018
Date

Manuel Reared
Print Name

920 246-1812
Phone

Manuel Reared
Signature

Transformationhousegb@gmail.com
E-mail
transformationhousegb@gmail.com

Print Name

Signature

Phone

E-mail

SECURITY PLAN

The following security plan represents the Licensee's anticipated operations and procedures. It is a collection of guidelines that are not legally binding on the Licensee, but are intended to give the police department, the Green Bay Common Council and the public a good picture of what the Licensee believes his or her business will look like and how it will operate. While the Licensee will not receive any citations for deviating from this security plan, it is a good idea to follow these guidelines because the Council may consider during renewal time how closely you follow your plan. If you deviate too far from your security plan and fail to update it at renewal time, it could adversely affect your license status.

Director:

Executive Director

Manuelus M Reacco 7-9-57
Ph (920) 246-1812

Business Address:

Transformation House
430 S Clay St
Green Bay, WI 54301

Address to Accept Legal Documents:

430 S Clay St
Green Bay WI 54301

License Type:

Conditional Use Permit (CUP)

Building Owned or Leased:

Owned

Landlord name and address:

"N/A"

**Building Capacity:
determined by Building Inspector**

46 client beds-(2 more showers added would allow up to 100)

Parking Capacity/Availability:

There are approximately 21 parking spots available on the south side of the building and on S Clay St.

Anticipated Building Improvements:

Camera system. Approximately 30 cameras and 9 lights added to the exterior of the building. This provides a camera at every door and various high foot traffic areas. "Diagram A" is attached.

Fire alarms/ Smoke detectors:

There are fire alarms up to code on every floor along with required smoke detectors per code.

Evacuation Procedure:

There is an emergency evacuation plan in place and posted in case of fire or other emergency "Diagram B" is attached.

[REDACTED]

Manager, if any:

Cornado Johnson, Program Manager

Security Staff Information:

There will be approximately 5 staff on site during normal business hours between 9am-5pm, Monday through Friday. At night time after curfew there will be at least 1 staff on site.

[REDACTED]

Hours of Operation:

Primary Hours of Operation are 9am-5pm. After 5pm there are classes that take place. This ends approximately 830pm. Everyone is expected to be Breath tested (PBT) by 1100pm and in their room by 1130pm.

Food Service:

Breakfast is served daily 0800am-10am, sandwiches are provided for lunch and dinner is 5pm-6pm daily.

[REDACTED]

Neighborhood:

Transformation House will screen all clients upon entry to the program. We will utilize C CAP, Green Bay Municipal Court Records, Sex offender Registry, US Dept of Justice web site.

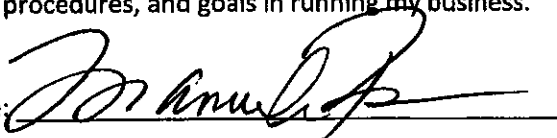
Police Services:

We will screen all clients and call police with any warrants on clients. We Portable Breath Test all clients every day. We will allow police access to camera's surveillance upon request. We will meet with any concerned neighbors.

Compliance with Laws:

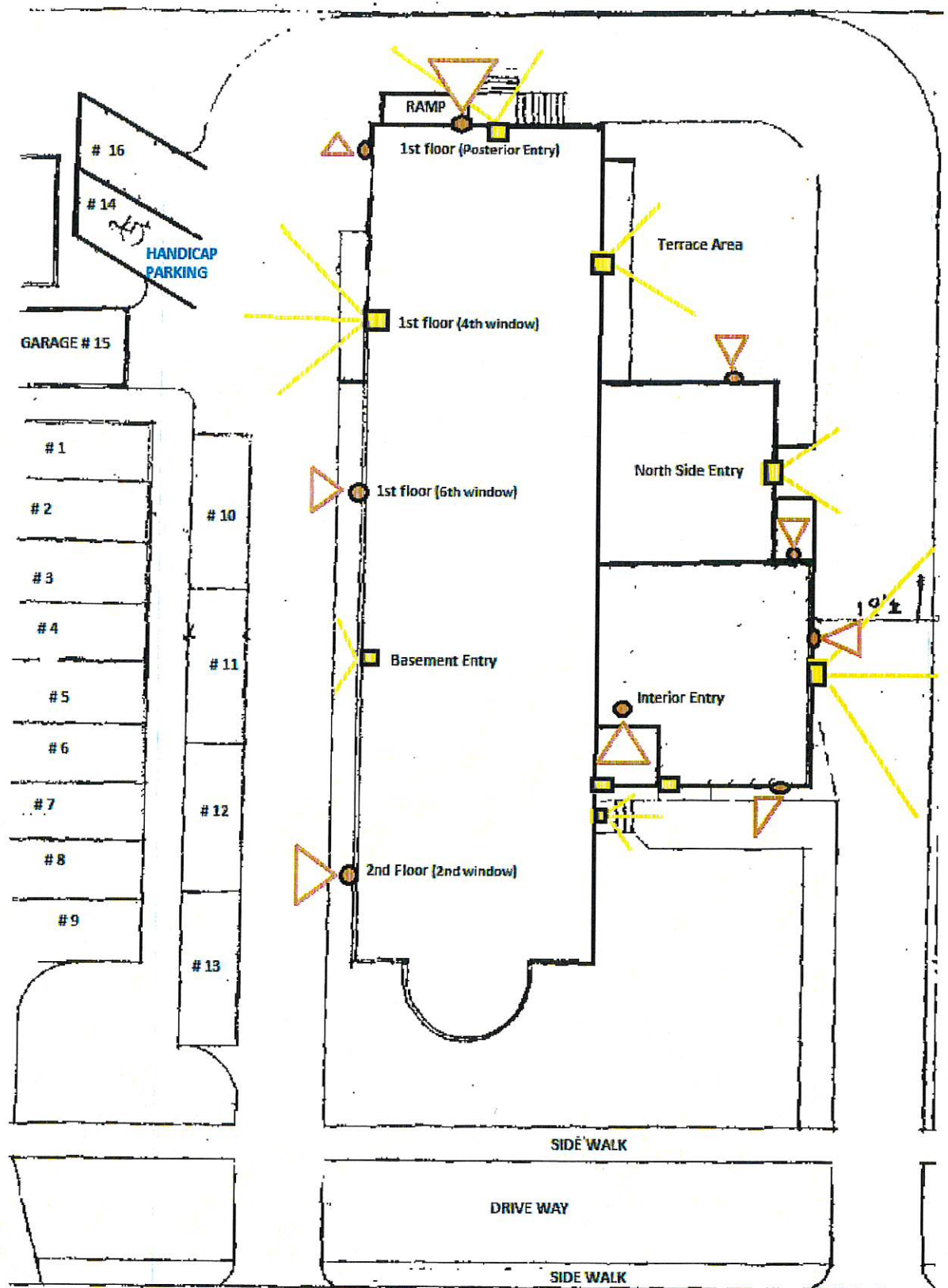
Transformation House will comply with all CUP conditions and notify the city of any building modifications or improvements made. We will comply with city ordinances.

By signing below, I agree that the security plan set forth above accurately represents my policies, procedures, and goals in running my business.

Licensee: 

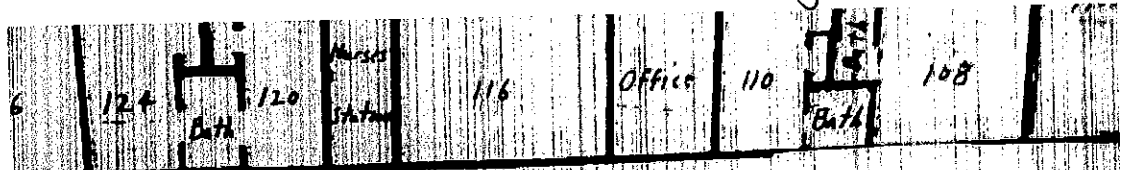
Date: 3/22/2019

Diagram A

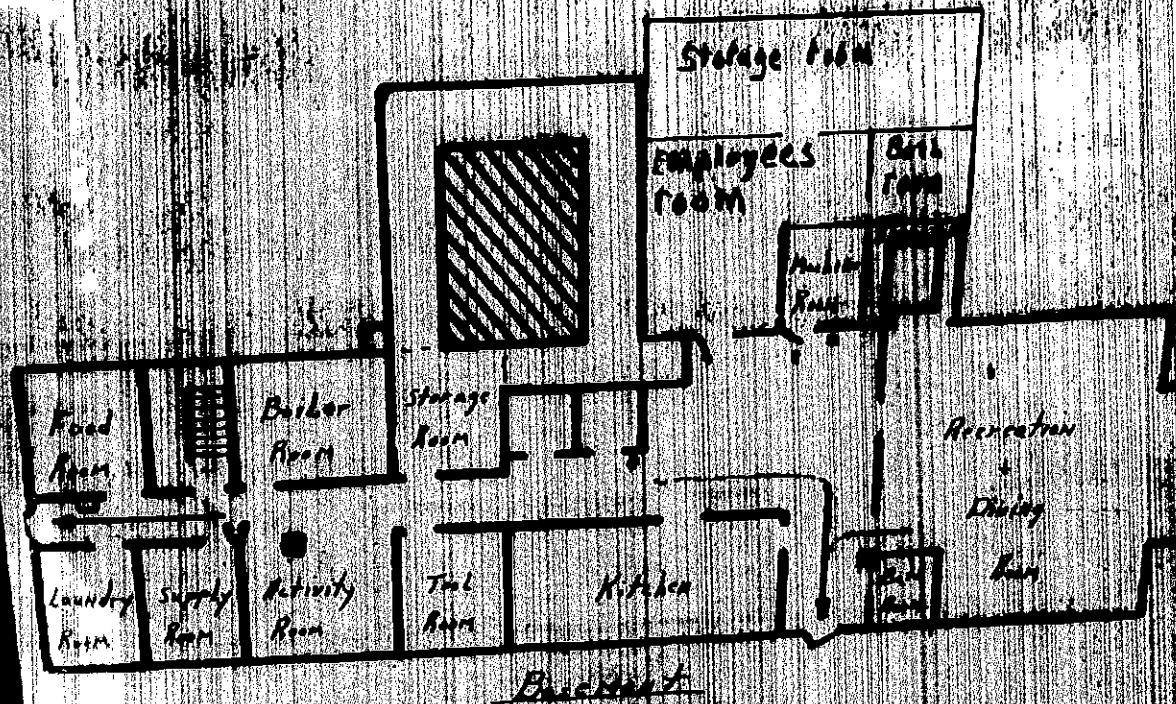


 Camera	 Light
 Directional area of view	 Lighting Projection

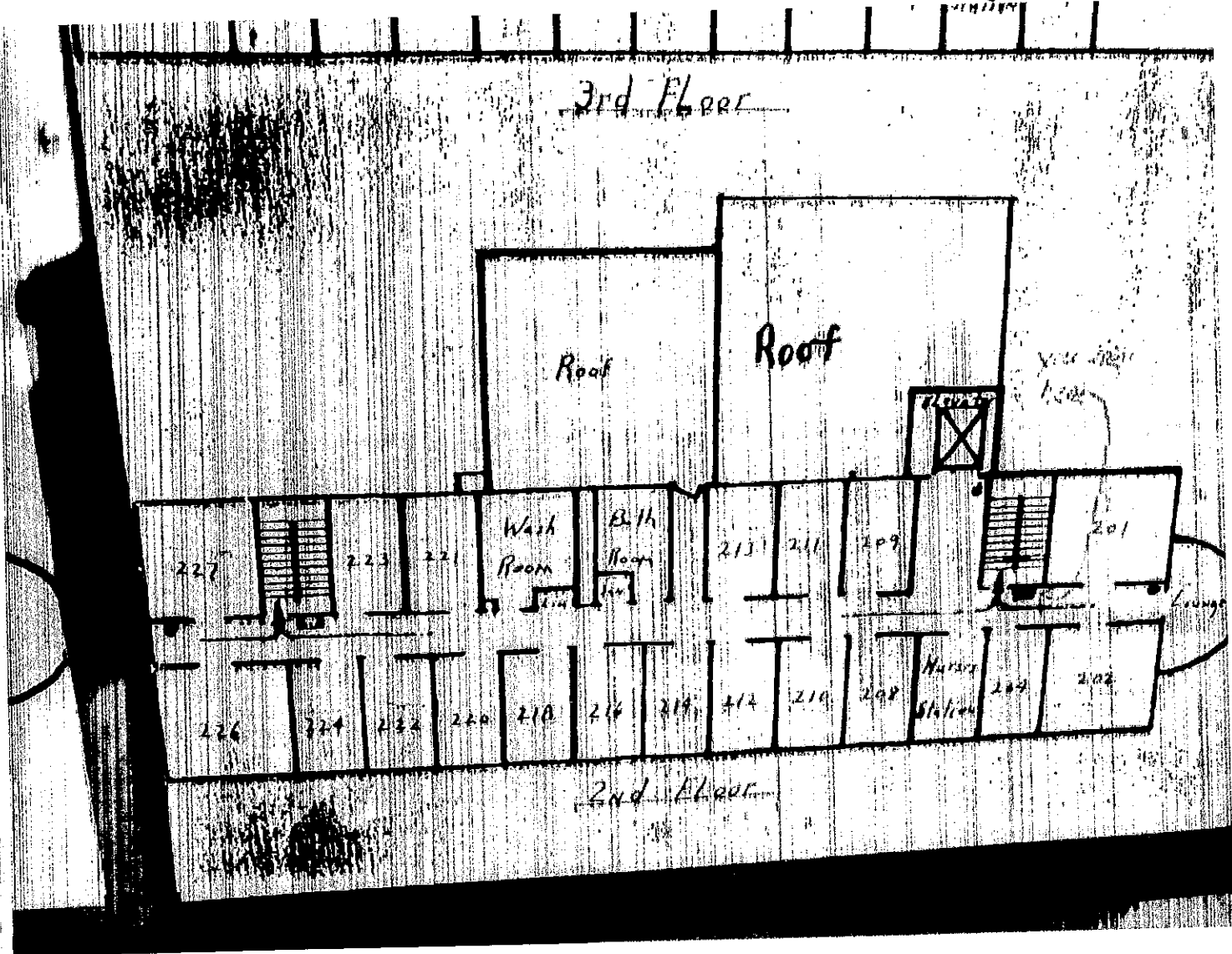
BUILDING EXTERIOR
430 S. Clay St.



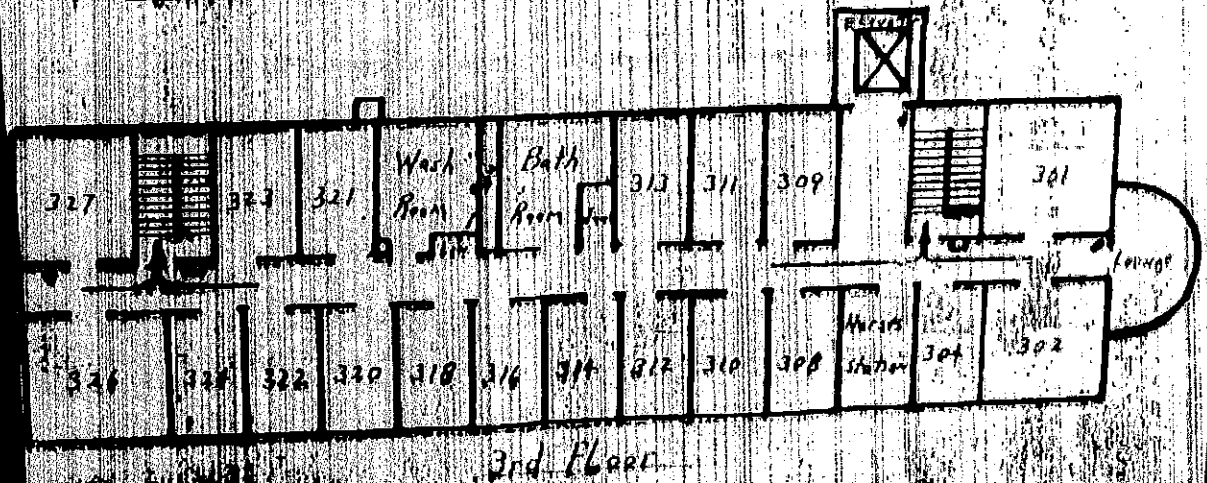
1st Floor





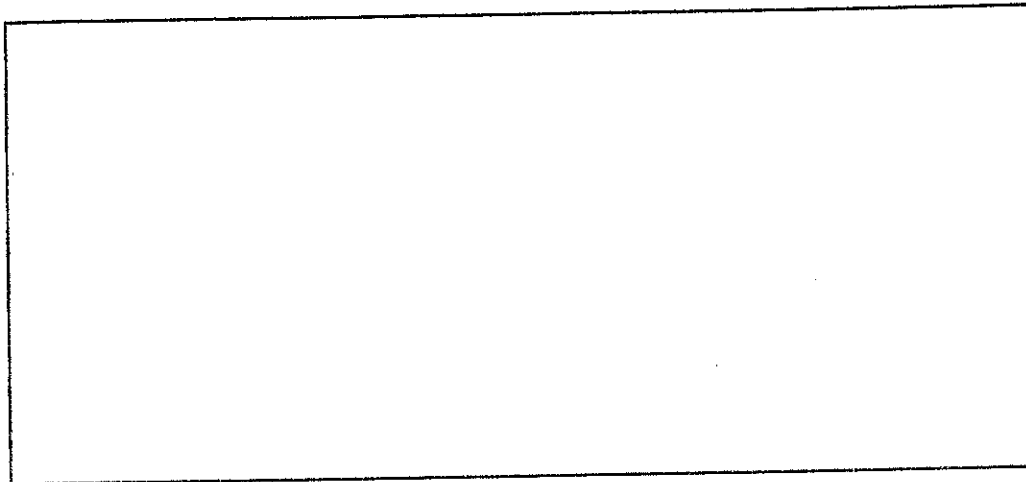


- Fire Extinguishers
- Fire Alarm Box
- ✓ Exit



RESIDENT NAME: _____

ASSIGNED ROOM #: _____



(PHOTO COPY STATE ISSUED ID OR D.L. IN BOX ABOVE.)

ALERTS:

EMERGENCY CONTACT: _____

PHONE #: _____

STATE AGENT: _____

PHONE #: _____

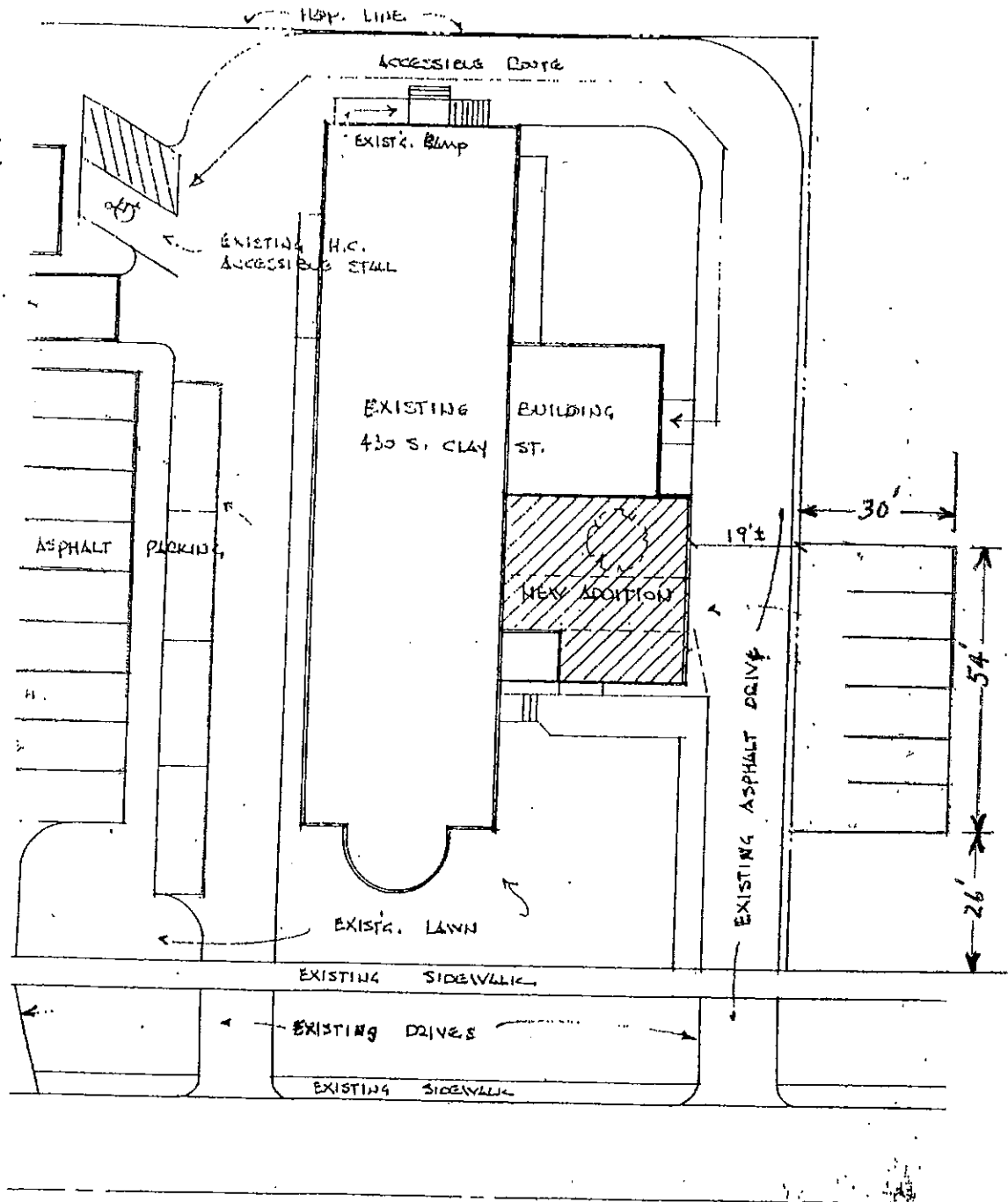
RESIDENT IN & OUT LOG

LOCATION: __430 S. Clay St.__

DAY: _____

[illegible]

PARKING





Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

April 1, 2019

PREPARED BY

AGENDA ITEM # O.I.

To receive and place on file the request by the Colburn Neighborhood Association to install a new Colburn Park sign on Ernst Drive.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

April 1, 2019

PREPARED BY

AGENDA ITEM # O.2.

To direct staff at the completion of the Colburn Pool project to review the total project budget with the Park Committee to determine if there is adequate funding to improve the pool signage at the main entrance.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

April 1, 2019

PREPARED BY

AGENDA ITEM # O.3.

To approve the deaccession of the 9-11 Monument.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

April 1, 2019

PREPARED BY

AGENDA ITEM # O.4.

To approve the request by Compassionate Home Health Care to sell concessions and allow the sale of alcohol (beer and malt beverages only) on CityDeck for the Rock the Docks Green Bay event on July 13, 2019.

BACKGROUND

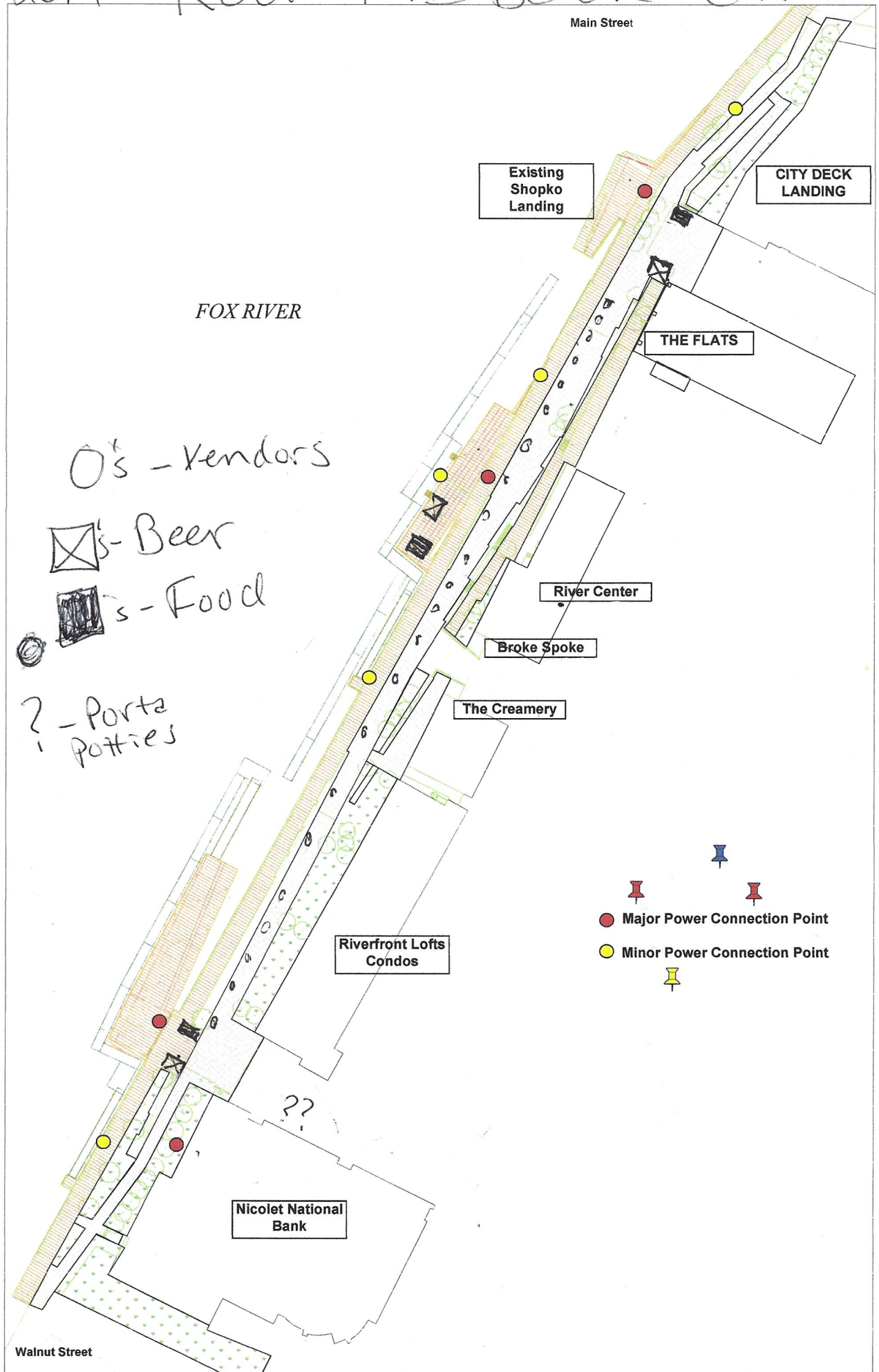
RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 7.13.19 Rock the Dock Green Bay Layout

7-13 2019 - ROCK THE DOCK GREEN BA





Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

April 1, 2019

PREPARED BY

AGENDA ITEM # O.5.

To approve the request by DePere Dodgers Baseball to sell concessions and merchandise, collect admissions and allow the sale of alcohol (beer and malt beverages only) at Joannes Stadium during their 2019 scheduled games.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Dodgers 2019 Schedule (22 Game Days)



De Pere Dodgers Baseball Club, Inc.
 PO Box 5871
 De Pere WI 54115
 920-425-4931

2019 De Pere Dodgers Baseball Schedule

<u>Day</u>	<u>Date</u>	<u>Times</u>	<u>Number</u>	<u>Opponent</u>	<u>Type</u>
Saturday	June 1	7:30 PM	1	Denmark	Exhibition
Sunday	June 2	TBA	3	@ Manitowoc	Tournament
Wednesday	June 5	7:30 PM	1	Menasha	Exhibition
Friday	June 7	8:00 PM	1	West Allis	WSL
Saturday	June 8	1 & 3:30 PM	2	West Allis	WSL
Tuesday	June 11	7:30 PM	1	Sheboygan	WSL
Thursday	June 13	7:30 PM	1	Appleton	Exhibition
Saturday	June 15	3 & 5:30 PM	2	@ West Allis	WSL
Monday	June 17	7:30 PM	1	@ Appleton	Exhibition
Wednesday	June 19	7:30 PM	1	Sheboygan	WSL
Saturday	June 22	5 & 7:30 PM	2	Addison	WSL
Sunday	June 23	1 & 3:30 PM	2	Addison	WSL
Tuesday	June 25	7:30 PM	1	@ Sheboygan	WSL
Thursday	June 27	7:15 PM	1	@ Menasha	Exhibition
Saturday	June 29	3 & 5:30 PM	2	Kenosha	WSL
Sunday	June 30	1 & 3:30 PM	2	Kenosha	WSL
Tuesday	July 2	7:30 PM	1	Appleton	Exhibition
Saturday	July 6	6:00 PM	1	@ Kenosha	WSL Challenge
Sunday	July 7	12 & 2:30 PM	2	@ Add & Lomb	WSL Challenge
Tuesday	July 9	7:30 PM	1	Manitowoc	Exhibition
Wednesday	July 10	7:30 PM	1	Branch	Exhibition
Friday	July 12	8:00 PM	1	Burlington	WSL
Saturday	July 13	1 & 3:30 PM	2	Burlington	WSL
Monday	July 15	7:30 PM	1	Sheboygan	WSL
Wednesday	July 17	7:30 PM	1	@ Green Bay	Exhibition
Saturday	July 20	4 & 6:30 PM	2	@ Lombard	WSL
Sunday	July 21	1 & 3:30 PM	2	@ Lombard	WSL
Tuesday	July 23	7:30 PM	1	Little Chute	Exhibition
Wednesday	July 24	7:30 PM	1	@ Sheboygan	WSL
Saturday	July 27	3 & 5:30 PM	2	@ Burlington	WSL
Monday	July 29	7:30 PM	1	Green Bay	Exhibition
Wednesday	July 31	7:30 PM	1	Pulaski	Exhibition
Saturday	August 3	TBA	TBA	Wisconsin State Tournament	
Sunday	August 4	TBA	TBA	Wisconsin State Tournament	



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

April 1, 2019

PREPARED BY

AGENDA ITEM # O.6.

To approve the request by the Baird Creek Preservation Foundation to complete a prairie burn in the Baird Creek Greenway near McKenzie Lane.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2019 Spring Burns
2. Baird Creek Burn Plan Narrative 2019 UPDATED

Baird Creek Rx Burn 2019



Smoke Considerations and/or Concerns

- Dwellings to North and East
- Steep terrain between Units 2 and 3
- HWY 43 to west
- within City limits
- Railroad to south

Details

~7 acres total
Brown County
City of Green Bay
Captain Gabe 920-619-0955

Fire Breaks

Control Lines are mowed lawn/maintained trails, 10-12' wide on average
Some handline/wetline are required in the steep portions on west line of Unit 2. Established trails will be blown or raked day of burn by fire crew.

Firing Sequence

North/Northwest Wind
South backing fire
East and West flanking fire
North head fire

**Baird Creek Preserve
Prescribed Burn Narrative**

Property Owner:

City of Green Bay

Contacts: Holly Baseman 920-316-0106 cell, hollyb@bairdcreek.org Baird Creek Preservation Foundation, and Kaurie Mihm, 920-448-3382, kauriemi@greenbaywi.gov.

Location (address/fire#):

Retention pond and upland prairie to West of McKenzie Lane, East of HWY 43 and North of the railroad tracks. Marsh unit is just north of railroad tracks below the upland prairie. (See attached Maps)

TRSec: SW1/4 SE1/4 Sec 34 T24N R21E and also NW1/4 NE1/4 Sec 3 T23N R21E

Burn Size: ~7 ac., 3 burn units (BU); BU1 ~1.5 ac., BU2 ~2.25 ac., BU3 ~3.25 ac.

Permit Required: Yes, GBFD

Local Dispatch #:

Emergency - 911

Brown County - 920-391-7450 or 920-448-4200

City of GB - 911 or 920-391-7450

Local Fire Captain Joe Gabe cell - 920-619-0955

GBFD will be notified 24 hours prior to anticipated burn and 2 hours before the start of the test fire.

Regional State Patrol Headquarter: 920-929-3700 Notification day of burn is mandatory

DNR Dispatch if necessary: N/A

Personnel/Qualifications: 6 total crew members

1 Burn Boss - Instructor FVTC Wildland Fire Program, NWCG Burn Boss S-390
Look Out

5 Crew members - FF II or higher, pack test at moderate level or higher

2-ignitions, equipped with proper PPE and a drip torch

3-holding crew, equipped with proper PPE, bladder bags and swatters, one utilizing ATV if necessary

Prescription:

Timing: April 10-May 15

Wind Direction: Any

Wind Speed: 2-12 mph midflame

Temperature: 40-80F

Relative Humidity (RH):

25-50% **Fuel Model:** 1 and 3

NARRATIVE DESCRIPTION

General Management Plan: Overall goal is to remove woody vegetation thus creating an Oak Savanna/Sedge Meadow. The upland prairie and vegetation around the retention pond are re-established prairie with many species of grasses and forbs that is being taken over by woody vegetation. The goal is to maintain these as native warm season prairies for aesthetics, preservation, and recreation. The lowland sedge meadow has some woody encroachment but most are too large for fire to control. Mechanical cutting is necessary (see below). Regular fire will help maintain the sedge meadow and keep woody vegetation out.

Specific Burn Objectives: To remove thatch layer. Stimulate grass and forb growth, and contain woody encroachment. Reestablish sedge meadow and control woody encroachment. One of the main objectives is to top kill as much of the woody vegetation as possible. However with semester end for FVTC being May 17th, woody control may be reduced. Typical timing for woody control is late spring/early summer, once leaves begin to show. However, every effort will be taken to create as much heat as possible on the woody vegetation.

Mechanical Cutting: The lower area, from the ridge to the railroad tracks needs the larger trees removed to turn the area back into a true Oak Savanna/Sedge Meadow. Use of students from the chainsaw course S-212, an NWCG (National Wildfire Coordinating Group) course. Trees to be removed would include; cottonwoods and any other undesirable species such as black locust, box elder, and ash. FVT would cut the trees and Green Bay Forestry has agreed to remove any trees that are too large to decompose.

Communications Plan: Every crew member on the fire line will have a 2-way radio and can communicate with Line or Burn boss. Truck unit has a UHF radio programmed with DNR and local emergency frequencies. This would be the primary radio contact with emergency personnel. There will be at least one cell phone on hand (Burn boss) with possibly others. GBFD will be notified 24 hours prior and 2 hours prior to the burn along with Brown County Dispatch and State Patrol Headquarters on the day of.

Holding Plan: Maintained lawn grass will be the primary control line for the 2 upper warm season fields along with established walking trails that will be enhanced by mowing the vegetation down to less than 6 inches along the west, south and east lines of the upland prairie. A small section of the west line of unit 2 will need to be established the day of the fire. This area is too steep for equipment thus requiring handline be built the day of the burn. Maintained trails and cut in firebreaks will be the control lines for unit 3, the sedge meadow. 3 personnel will act as holding resources. 1 ORV w/water will patrol line, all other personnel with bladder bag and hand tools unless they are ignitions, one holding resource per ignitions specialist. One type 6 engine will be onsite as a back-up resource for suppression. The type 6's main function will be a water resource for refilling the ATV. Other trails throughout property will act as secondary control lines.

Firing Plan (Preferred & Alternative): (Preferred) Backing with some interior ignition. We want steady fire throughout. Some alternatives if backing fire is not working, is a dot fire (**alternate**) method, where fire is laid at certain points to let each dot slowly grow towards other dot fire. Another potential technique used may be strip firing. Strip firing may be used to create intense heat at a certain location on the fire including undesirable woody vegetation. 2 personnel will be ignitions specialist with drip torches for ignition. One person may be asked to utilize a propane torch to scorch small brush and light some of the heavier fuels.

Smoke Management Considerations: Smoke will be kept to a minimum. We will be burning outside the growing season for most plant species thus reducing smoke levels. We will monitor DNR website the day of the burn for any air quality watches. We have a few multi resident homes within 1/4 miles which will be unaffected with the wind chosen. Nearest Hospital is over 2 miles away. And nearest school is under 1 mile but with good loft and good transport winds will be unaffected. We will utilize winds that will minimize or eliminate smoke on HWY 43 which is west of the site approximately 1/8 mile from the unit. Burn will be conducted during the day, preferably between the hours of 10am-4pm, to help minimize any inversion that could potentially cause smoke at ground level for long periods of time which is most likely found during morning and evening hours.

Other Considerations: This burn is within the city limits of Green Bay. There are many houses and businesses within 1/4 to 1/2 mile of unit. An apartment complex is less than 1/8 mile north of the unit and a housing subdivision is just north and east of the units. The units are either south or downhill from either of these so smoke should loft up and over either of them.

Contingency Plan: In the event of a spot fire, all ignitions will cease and holding personnel will be assigned to maintain prescribed fire line. Suppression resources will be assigned to the spot fire. Once spot fire is deemed out by the burn boss, ignition can commence. In the event that spot fire becomes escape fire, burn boss will make the call to contingency resources, GBFD. The park has an extensive trail system throughout which will act as secondary control lines, and includes open mowed fields, parking areas, and city roads. Initial attack crews will be sent from the back of the escape fire and will do what they can until contingency resources arrive. The railroad to the south will also act as a secondary control line.

Special Precautions: The fire is taking place within the city limits of Green Bay. Many residential complexes are within 1/8-1/4 mile from the unit. All neighboring complexes and houses will be notified by Baird Creek Preservation Foundation before the burn takes place. All sensitive receptors have been taken into consideration including nearest nursing home (>1mi), nearest school (>3/4mi), and nearest hospital (>2mi). We will utilize Baird Creek staff as public relations, PR, personnel. Holly Baseman will be the contact between Burn boss and PR staff. This way the prescribed fire crew can concentrate on the fire and not be distracted by passers-by. The GB police will be notified in advance of the fire and if needed, a GB officer will be on hand to work McKenzie Ln. That person can also act as our eyes and ears for smoke on HWY 43. HWY 43 is approximately 1/2 mi from the unit to the West. With proper loft and stable conditions we should not affect HWY 43. The Regional State Patrol Headquarters will be notified of the burn and per their request we are not able to nor is it necessary to place signage on HWY 43. We are conducting this burn within a preservation complex with unburned fuels adjacent to the unit. Mop up may take longer because of larger fuels present. Our crew will extinguish all hot spots or smoke before they are allowed to leave the site.

Public Information: The Baird Creek Preservation Foundation will inform the public on the benefits of using periodic controlled burns as a land management tool through the following practices (from BCPF):

Newsletter: Organization mails a newsletter to members (approximately 350 addresses) in the spring. This newsletter will contain an article highlighting the usefulness and safety of conducting controlled burns.

Direct Mail: BCPF will send a mailing to approximately 200 addresses surrounding the burn area (addresses to be provided by the City of Green Bay) informing them of the upcoming event, and providing instruction for proper notification if they are concerned with smoke. Copy of this mailing will be approved by the leader of the burn team at FVTC and the project leader from the City of Green Bay Parks Department before mailing.

Website: BCPF website (<https://bairdcreek.org>) will contain the same information as above. An email will be sent to BCPF members and volunteers (approximately 1,100 email addresses) directing them to the website. A notice will be posted on BCPF's Facebook page reaching approximately 1,250 followers, also directing them to the website.

On-site: The area to be burned is roughly shaped like an elephant with no legs balancing a peanut on its nose, with trail access points by the peanut and below the burn site to the left. During the burn, BCPF will station at least one volunteer at each of the trail access points. These volunteers will be charged with informing the public about the benefits of conducting a controlled burn, and ensure them that there is no danger for the general public. Keeping the public from interfering with the burn team during the burn will be the primary focus for the volunteers, noting that a member of the burn team will be available to answer questions after the burn.



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

April 1, 2019

PREPARED BY

AGENDA ITEM # O.7.

To approve the 2019 Community Development Block Grant park proposals and forward the request to the Redevelopment Authority for approval.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2019CDOptions219
2. LMI - Revised Map 8.5x11

COMMUNITY DEVELOPMENT BLOCK GRANTS

To be eligible, projects must benefit low income families of the adjacent neighborhood or provide for those individuals with special needs, such as mobility impaired individuals, etc.

GREEN BAY PARKS ELIGIBLE FOR 2019 C.D. FUNDING

WEST SIDE

Badger Park
Chappell Park/School
Eighth Street Park
Fisk Park
Fort Howard
Park/Jefferson School
Fort Howard
Park/School
Ken Euers Nature Area
Murphy Park
Riverview Place
Seymour Park
Shipyard
Veterans Memorial Park

EAST SIDE

Admiral Flatley Park
Anne Sullivan Park/School
Arnie Wolff Sports Complex
Astor Park
Astor Place
Baird Creek Greenway
Baird Park/School
Baird Place
Bay View Park
Brisk Park
City Deck
Danz Park/School
Danz East
Eastman Park
East River Meyer Park
East River Trail Connection

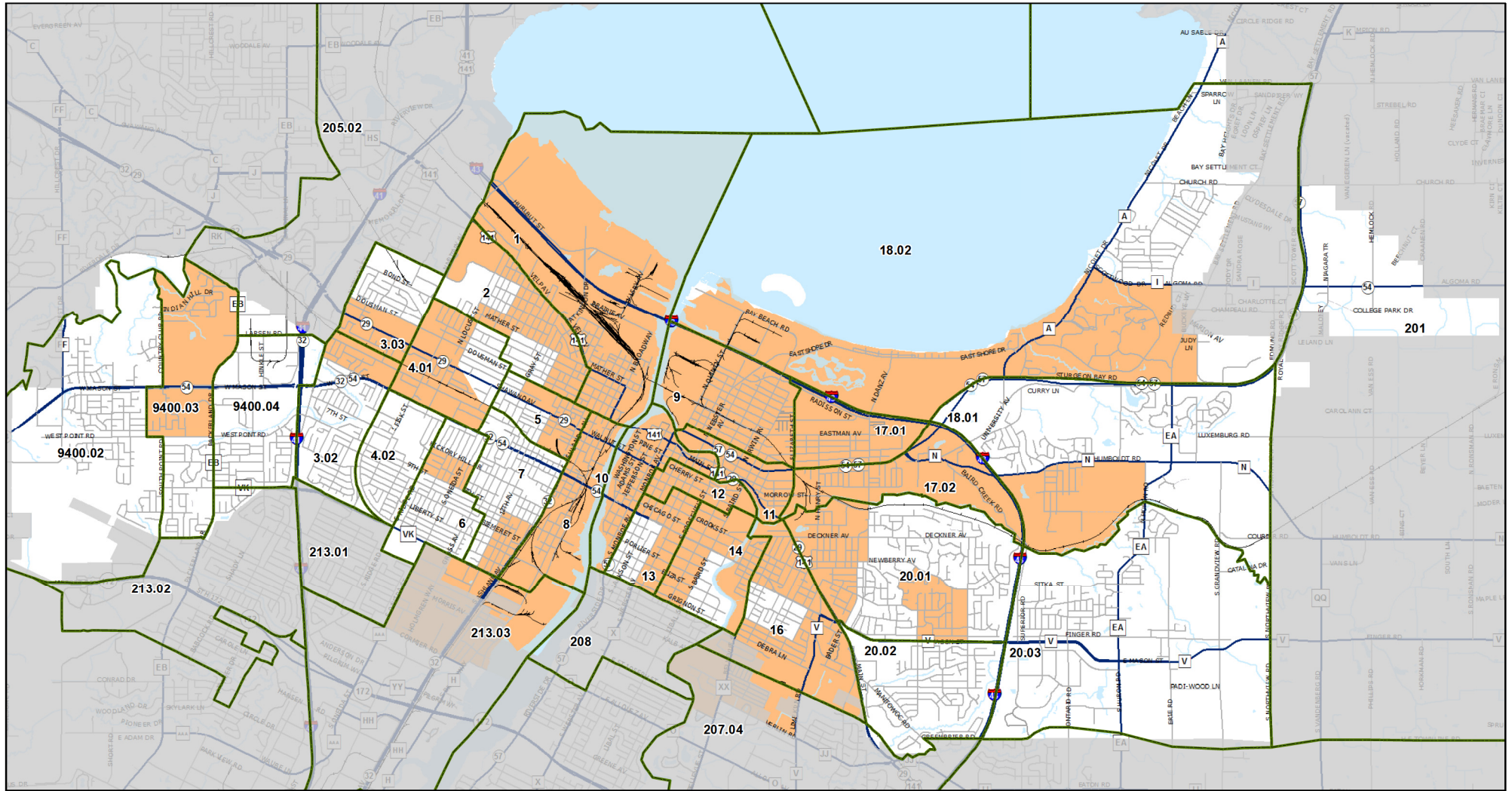
East River Van Beaver Park
Edison Park/School
Farlin Park
Gagnon Park
Jackson Square
Joannes Park
Kennedy Park
Lakeside Place
Mahon Park
Navarino Park
Nicolet Park/School
St. James Park
St. John Park
St. Philip Park
Triangle Hill
VT Pride Park
Whitney Park

***Please note that Leicht Memorial Park, Bay Beach Amusement Park and The Wildlife Sanctuary are within the boundary, but these parks are regional draws and therefore are likely not eligible for funding.

STAFF RECOMMENDED 2019 COMMUNITY DEVELOPMENT BLOCK GRANT PROPOSAL PARK PROJECTS MAXIMUM FUNDING FOR 2019: \$150,000

1. \$150,000 – Paving replacement or new walks throughout the CD eligible areas.

This funding would be used to replace aging existing walks/pavement/parking lots, or create new ADA accessible walks in various Parks throughout the CD eligible area. After this funding is approved, staff will work with the Planning Department to prioritize which locations to proceed with.



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, E.R. 26 Mar 2019 X:\Planning\Work Order Requests\2019\19.06 HUD\ML.mxd

CDBG Eligible Areas Green Bay

0 0.25 0.5 1 Miles

Census Tract
 CDBG Eligible Areas



Source: 2011-2015 American Community Survey 5-year Estimates



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

April 1, 2019

PREPARED BY

AGENDA ITEM # O.8.

To approve the Design, Construction & Dedication Agreement with Ducks Unlimited, Inc. for the Ken Euers waterfowl habitat and northern spawning restoration project.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Ken Euers Construction Dedication Agreement - DU (Final)
2. Ken Euers - Exhibit A (FINAL)



City of Green Bay
Department of Community and Economic Development

**DESIGN, CONSTRUCTION & DEDICATION AGREEMENT
KEN EUERS WATERFOWL HABITAT AND
NORTHERN SPAWNING RESTORATION PROJECT**

This Agreement is made this 25th day of March, 2019, by THE CITY OF GREEN BAY, a Wisconsin municipal corporation (“City”), and Ducks Unlimited, Inc., (“DU”), a corporation authorized to conduct business in Wisconsin.

RECITALS

- A. The City is the Owner of the property located at 1701 North Military Avenue, Green Bay, WI 54303 and generally known as the “Ken Euers Nature Area” (hereafter “Ken Euers”). Ken Euers is a 116 acre passive recreation wildlife natural area featuring a parking lot, gravel trails and open greenspace located along the shoreline of the Bay of Green Bay.
- B. DU is a non-profit corporation that conserves, restores, and manages wetlands and associated habitats for North America’s waterfowl.
- C. The City and DU have identified the need for the creation of waterfowl nesting habitat area and modifications within the bay to encourage northern spawning.
- D. DU has proposed to create a twenty-five (25) acre waterfowl nesting habitat and a 1,100 LF northern pike spawning channel. Work for the waterfowl nesting habitat will consist of erosion control, tree removal along the shoreline banks, grading the shoreline slopes, seeding and installing a water control structure. Work for the northern pike spawning channel will consist of erosion control, grading within the Bay of Green Bay and the installation of a water control structure. All this work together shall be the proposed Project, which is further shown on the Preliminary Site Plan Concept, which is herein attached as EXHIBIT A.
- E. DU has applied for and received grants to complete the work identified in the Project. The City has agreed to allow the work to be completed for these purposes, and DU has agreed to do the work at DU’s sole expense and has requested that the City accept the dedication and assume maintenance responsibilities and to monitor and adjust the water levels as needed.
- F. The City is agreeable to accepting the dedication and assumption of maintenance of the completed Project after acceptance of the construction by the City.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

I. PURPOSE

- A. Incorporation of Proceedings, Exhibits, and Recitals. All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications submitted in conjunction with any and all approvals as granted by the City, including but not limited to adopted or approved plans or specifications on file with the City, along with all of the Recitals set forth above, shall be incorporated into this Agreement by reference, upon attachment, or upon consent by amendment if necessary if not referenced or attached at the time of execution of this Agreement.
- B. Implementation Schedule. Any material modification or deviation from an approved schedule described in this Agreement shall occur only upon approval of the City, with any such approvals required to be in writing as an amendment to this Agreement, and which approvals shall not be unreasonably withheld. City shall cooperate and act promptly with respect to any and all permits or approvals necessary for completion of the Project. Notwithstanding the above, this Agreement shall not limit the discretion of the City, or any of its duly appointed and authorized governing bodies, boards or entities, in approving or rejecting any aspect of the Project or improvements contemplated on or about the Property.
- C. Entire Agreement. This writing including all Exhibits hereto, and the other documents and agreements referenced herein, constitutes the entire Agreement between the parties hereto in respect to the Project and all prior letters of intent or offers, if any, are hereby terminated. This Agreement shall be deemed to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of the City granting approvals or conditions attendant with such approval, the terms of this Agreement shall be deemed controlling and the City will take the necessary action to amend any conflicting approvals or conditions.

II. FINANCING

- A. Budget. The total anticipated cost of the Project is \$215,210.
- B. Sources. The Project and all improvements and work required therewith shall be paid for exclusively by DU. In the event of Project cost overruns, DU shall be solely responsible for timely paying and/or securing any and all additional funds necessary to complete the Project.

III. OBLIGATIONS OF THE PARTIES

- A. Concept Plan. Prior to construction, the City shall approve a Concept Plan, including final plans and specifications for construction of the Project which shall be based on, but may differ in minor respects from the Preliminary Concept Plan presented in this Agreement. The Concept Plan shall clearly identify the location of the Improvements as defined in the Recitals.
- B. Contractor. DU shall provide construction contractor's name, address, valid Wisconsin contractor's license, approved bidder's proof, evidence of insurance, and proper classifications to the City prior to construction. A separate hold harmless in favor of the City may be required for each contractor utilized by DU.
- C. Construction Documents. Prior to commencement of construction of any Phase of the Project, the City shall approve site plans, building plans, and other drawings that fix and describe the size and character of the entire Project, along with architectural and general contracts. The Construction Documents shall include:

1. Plans and specification for the demolition, grading, seeding, culvert work, and erosion control; and
 2. Other such essential items as may be reasonably determined by the City to be appropriate.
- D. Design and Construction. DU shall cause to be designed and prepared under architect's or engineer's seal and signature, and to be constructed, the Project as defined in the recitals. In the event the Project will disturb or otherwise affect any existing City features, such work must also include all associated grading, removal and replacement of storm water runoff drainage impacted by the construction, and re-grading affected roads, substantially the same as detailed on the plans approved by the City. The City shall review and, if appropriate, approve the plans and specifications for the improvements as prepared by the DU's engineer. Construction of the Project shall conform to City and State of Wisconsin specifications and requirements. DU shall cause work to be halted and remedial measures to be taken to the City's satisfaction should the work be out of compliance with the plans and specifications, and/or standard construction practices.
- E. Inspection. DU shall provide for the inspection of construction, including administration, testing, and inspection, or other supervision of construction, by a DU registered engineer on staff to ensure construction is in conformance with the plans and specifications. The City shall provide periodic inspection of the improvements during the construction period by its Department of Public Works, Parks Department, and/or Inspections Department to ensure that construction is in conformance with the plans and specifications. The City agrees to notify DU upon completion of inspection if it determines that any or all of the improvements as constructed are not in conformance with the plans and specifications.
- F. Change Orders. After consultation and agreement with the City, DU may execute change orders relating to design and construction of the Project if DU determines that it is able to fund the change orders in its sole discretion. The DU shall assume financial commitments resulting from any change order or resolution of a contract claim from construction of the Project. Budget. Prior to construction, DU shall submit a preliminary budget to the City for their review. The preliminary budget shall be prepared in accordance with general principles for construction and development budgeting. The Budget shall include all "hard" construction costs for the entire Project and a line item of not less than five percent (5%) of total Project costs for cost overruns and change orders.
- G. Permits and Use. DU will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to disturb, develop and/or use the Property as set forth above.
- H. Improvement of Property. DU shall promptly design and complete the Project. Substantial work on the Project shall commence no later than April 1, 2019. Construction shall be completed no later than December 31, 2019. DU shall provide an engineer's certification to the City that the Project and all improvements have been constructed in accordance with the approved plans and specifications, and shall furnish to the City as-built plans of the improvements within thirty (30) days of final acceptance.
- I. Maintenance and Repair. DU shall at all times, while constructing the project, keep and maintain, or cause to be kept and maintained, the property in good condition and repair, in a safe, clean, and attractive condition, and free of all trash, litter, refuse, and waste, subject only to demolition and construction activities contemplated by this Agreement.
- J. Easements. The City shall grant to DU such easements as are reasonably necessary for construction of the Project, including temporary construction and access easements.

- K. Insurance. All insurance is the responsibility of DU. DU and each of its separate contractors and subcontractors shall purchase and maintain such insurance as will protect him/her, and indemnify and save harmless the City from any and all claims for General and Automobile Liability and Worker's Compensation/Employers' Liability, including claims for damages resulting in bodily injury, including but not limited to death, and property damage and arising out of or resulting from DU, its contractors and subcontractors' direct or indirect negligent operations under this Agreement, whether such negligent operations be performed by himself/herself or by any subcontractor or anyone directly or indirectly employed by any of them.

This insurance shall be written for not less than any limit of liability specified herein, or required by law, whichever is the greater, notwithstanding that the policy may have lower limits of liability applying elsewhere in the policy and shall include contractual liability insurance as applicable to the DU's obligations.

DU, its contractors, and subcontractors' insurance shall always be primary with respect to the City's responsibilities under this Agreement. The City of Green Bay shall be named as additional insured on the types of insurance listed in this section.

DU, its contractors, and subcontractors' insurance shall contain a provision that provides ten (10) days written notice of cancellation or change to the City.

No insurance required under this Agreement shall be carried with an insurer not authorized to do business in Wisconsin by the Wisconsin State Insurance Department. The City reserves the right to disapprove any insurance company.

Before commencement of construction activities on the Property, DU shall deliver to the City certificates of insurance, copies of endorsements, and other evidence of insurance requested by the City, which DU, its contractors, and subcontractors' are required to purchase and maintain, or cause to be purchased or obtained, in the types and amounts of coverage listed below, each of which shall name the City as additional insured parties.

Types of Insurance

1. *General Liability:*

a. Commercial General Occurrence policy, edition 2006 or 2010 including:

- i. Premises and Operations
- ii. Products and Completed Operations
- iii. Advertising and Personal Injury
- iv. Explosion, Collapse and Underground Hazard coverage
- v. Contractual Insurance in writing under General Liability
- vi. Broad Form Property Damage
- vii. Coverage for Independent Contractors
- viii. Care, Custody and Control coverages for City-owned materials at worksite
- ix. Endorsement naming the City of Green Bay, its employees, agents and assigns as Additional Insureds as respects work performed by the Contractor/Subcontractor for the City/Owner.

b. Limits of Liability:

Bodily Injury/Property Damage Combined Single Limits:

Per Occurrence	\$1,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal Injury/ Advertising Injury	\$1,000,000
Fire Damage Limit	\$50,000
Medical Payments Limit	\$5,000
General Aggregate	\$2,000,000

2. *Automobile Liability:*

- a. Coverages must include the following extensions:

Comprehensive Forms

- i. All Owned Autos
- ii. All Hired Autos
- iii. All Non-Owned Autos
- iv. Mobile Equipment
- v. Specialized Equipment
- vi. Contractual Insurance
- vii. Uninsured Motorists to Limit of Policy
- viii. Additional Insured Endorsement naming City of Green Bay, its employees, agents and assigns.

- b. Limits of Liability:

Combined Single Limit/Bodily Injury and Property Damage: \$1,000,000
per person/accident

Uninsured Motorists: \$25,000 per person
\$50,000 per accident

3. *Worker's Compensation and Employers' Liability Insurance:*

- a. Limits of Liability

- i. Workers' Compensation
 - \$1,000,000 per accident
 - \$1,000,000 disease policy limit
 - \$1,000,000 disease each employee

- ii. Employers' Liability
 - \$1,000,000

Waiver of Workers Compensation Subrogation: The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of the policy that arises from the work performed by the named insured for or on behalf of the City of Green Bay

4. *Contractor's Pollution Liability (Occurrence Basis)*

Minimum Limit of Liability \$2,000,000
Must include coverage for natural resources damage
Must include waiver of subrogation endorsement in favor of the City
Coverage must include transportation, loading and unloading.

5. *Umbrella Coverage:*

The Contractor shall provide \$2,000,000 for bodily injury, personal injury and property damage per occurrence in excess of coverage carried for Employer's Liability, Commercial General Liability, and Automobile Liability

6. *Builder's Risk Insurance:*

Before commencing construction of any improvements on the Property and during any construction activities contemplated by this Agreement, DU shall obtain and keep in full force and effect and all builders risk insurance policy for all portions of the Property affected by the Project with coverage equal to the total amount of the construction contracts for all such construction activities. Nothing in this Agreement is intended to relieve DU of its obligation to perform under this Agreement and, in the event of loss, DU shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

L. General Indemnity.

1. Mutual Indemnification. Each party shall defend, indemnify, and hold harmless the other party, its officers and employees, against all liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to property caused by, or resulting from, the actions and/or inactions of the indemnifying party's and/or its employees', agents' or subcontractors' own negligent and/or intentional wrongful acts, omissions or performance or failure to perform its obligations and duties under the terms and conditions of this Agreement. No party is required to indemnify any other party for the negligent or intentional acts, errors or omissions of the other party or their employees or agents.
2. This indemnity provision shall survive the expiration or termination of this Agreement. Nothing herein is intended or can be construed as requiring the City to assume any liability resulting from the design or construction of the improvements.

- M. Final Acceptance. The City shall accept the improvements for continuous maintenance upon satisfactory completion of construction as determined by the City and confirm acceptance of the same in writing by the City's Director of Public Works. The City will monitor and adjust the water levels as needed, for so long as DU allows the City to use DU's generator for this purpose, at no expense to the City. Under no circumstances shall the City be obligated to accept for maintenance any or all of the improvements if it deems that such improvements have not been satisfactorily constructed, as determined in its sole discretion. DU shall obtain lien waivers for all work completed on the improvements prior to final acceptance by the City.

IV. REPRESENTATIONS, WARRANTIES, AND COVENANTS

DU represents and warrants to the City as follows:

- A. No Material Change in Documents. All contract documents and agreements have been furnished to the City and are true and correct and there has been no material change in any of the same.
- B. Payment. DU shall pay for all work performed or materials furnished for the Project when and as the same become due and payable. DU shall not suffer any construction or other involuntary lien to be imposed upon the Property, except for liens for claims to payment that are subject to a bona fide dispute, and, in that case, such liens shall be removed by DU posting bond or other security, paying one hundred and twenty percent (120%) of the lien claimed into court, escrowing funds or promptly taking other steps to remove the lien of record. DU shall pay all other obligations relating to the Project, including all creditors holding liens or other secured interests against the Property when and as the same become due.
- C. Certification of Facts. No statement of fact by DU contained in this Agreement and no statement of fact furnished or to be furnished by DU to the City pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.
- D. No Litigation. There is no litigation or proceeding pending or threatened against or affecting DU that would adversely affect the Project, the ability of DU to complete the Project or the ability of DU to perform its obligations under this Agreement.
- E. No Default. No default, or event that with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and DU is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which DU is a party or an obligor.
- F. Compliance with Laws and Codes. The Project, when completed, will conform and comply in all respects with all applicable laws, rules, regulations and ordinances, including without limitation, all building codes and ordinances of the City. DU will comply with and will cause the Project to be in compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all environmental laws, rules, regulations and ordinances.

V. DEFAULT

- A. Default. Either party shall have all rights and remedies available under law or equity with respect to any failure of the other party to perform their obligations under this Agreement, but only after providing the defaulting party with notice of such default and a failure by the defaulting party to commence attempts to cure such default within the thirty (30)-day notice period. If the defaulting party commences cure within the thirty (30)-day notice period and thereafter reasonably and continuously takes action to complete such cure, then the failure to perform shall not be an Event of Default.
- B. Remedies Upon Default. In the event of the occurrence of an Event of Default, the non-defaulting party may in its discretion:
 - 1. Termination. Terminate this Agreement;
 - 2. Damages. Sue for damages;

3. Specific Performance. Sue for specific performance;
 4. Other Remedies. Pursue any other remedies available to the parties at law or in equity.
- C. Limitation of Damages. The foregoing notwithstanding, none of the parties shall be liable to any other party for any incidental, consequential, indirect, punitive or exemplary damages. All claims and damages asserted against the City shall be subject to statutory protections of municipalities and their officials and employees, including the immunity and limitations set forth in §893.80 Wis. Stats. DU shall not be liable to the City for any damages in excess of the budgeted amount for this Project.
- D. No Waiver. Any delay in instituting or prosecuting any actions or proceedings or otherwise asserting the rights granted in this Agreement, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way, nor shall any waiver in fact made with respect to any specific default, be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.
- E. Remedies Cumulative. Except as expressly provided otherwise in this Agreement, the rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise of it, at the same or different times, of any other such remedies for any other default or breach by any other party.

VI. TERMINATION

- A. Date of Termination. This Agreement shall terminate upon the earliest of the date:
1. This Agreement is terminated because of an Event of Default;
 2. The parties agree in writing to terminate this Agreement.
- B. Survival of Certain Provisions. Sections III.M., III.N., IV. F., V. C., VI. B., and VII. C. shall survive the termination of this Agreement.

VII. MISCELLANEOUS PROVISIONS

- A. Assignment. DU may not assign its rights under this Agreement without the express prior written consent of the City.
- B. Nondiscrimination. In the performance of work under this Agreement, neither party shall discriminate against any employee or applicant for employment nor shall the Property or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including pregnancy), gender identity and/or expression, sexual orientation, military or veteran status, genetic information, or any other characteristic protected under applicable federal, state or local law. Retaliation is also prohibited. The construction of the Property shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.
- C. No Personal Liability. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City or DU have any personal liability arising out of this Agreement, and no party shall not seek or claim any such personal liability.

- D. No Personal Interest of Public Employee. No official or employee of the City shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities that are parties to this Agreement.
- E. Force Majeure. No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes herein above enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause. The foregoing notwithstanding, a Force Majeure event may not be used to avoid an Event of Default if the delay caused by the Force Majeure event exceeds ninety (90) days from the date the event occurred.
- F. Parties. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof.
- G. Notices. All notices, demands, certificates or other communications under this Agreement shall be given in writing and shall be considered given upon receipt if hand delivered to the party or person intended, or one (1) business day after deposit with a nationally recognized over-night commercial courier service, air bill pre-paid, or forty-eight (48) hours after deposit in the United States mail postage prepaid, by certified mail, return receipt requested, addressed by name and address to the party or person intended as follows:

To the City: City of Green Bay
 Attn: City Clerk
 100 North Jefferson Street
 Green Bay, WI 54301

To DU: Ducks Unlimited, Inc.
 Great Lakes/Atlantic Regional Office
 7322 Newman Blvd., Bldg. 1
 Dexter, MI 48130

The foregoing addresses shall be presumed to be correct until notice of a different address is given according to this paragraph.

- H. Governing Law. The laws of the State of Wisconsin shall govern this Agreement.
- I. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.
- J. Execution in Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature thereto and hereto were upon the same instrument.
- K. Severability. If any provision of this Agreement shall be determined to be unenforceable as applied in any particular case or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other

case or circumstance, or of rendering any other provision or provisions herein contained unenforceable to any extent whatever.

- L. Recording of Agreement. The City may record this Design, Construction & Dedication Agreement or a Memorandum of this Agreement with the Register of Deeds for Brown County, Wisconsin. Upon request of the City, DU shall execute and deliver to the City any such Memorandum or any other document in connection with such recording.
- M. No Construction Against Drafter. This Agreement is a product of the negotiation and drafting of attorneys for the parties, and, as such, the rule of construing ambiguous contracts against the drafter shall not apply to this Agreement.
- N. Venue. The venue for any proceeding involving the negotiation, drafting, interpretation or enforcement of this Agreement shall be the circuit court for Brown County, Wisconsin, all other venues being inappropriate for any such proceeding.
- O. Signatures and Counterparts. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.

[Signature pages follow]

Signature page 1 of 3

IN WITNESS WHEREOF, the parties to this Agreement have caused this instrument to be signed by duly authorized representatives of City and DU as of the day and year first written above.

THE CITY OF GREEN BAY

By: _____
James Schmitt, Mayor

By: _____
Kris A. Teske, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2019, James Schmitt, Mayor of The City of Green Bay, a Wisconsin corporation authorized to conduct business in Wisconsin, to me known to be the person who executed the foregoing instrument and acknowledged the same.

* _____
Notary Public, _____ County, Wisconsin
My Commission Expires _____

[illegible]

Notary Public, _____ County, Wisconsin
My Commission Expires _____

THE CITY OF GREEN BAY and DUCKS UNLIMITED, INC.

DUCKS UNLIMITED INC.

By: _____
David Brakhage, Director

ACKNOWLEDGMENT

STATE OF _____)
) SS

COUNTY OF _____)

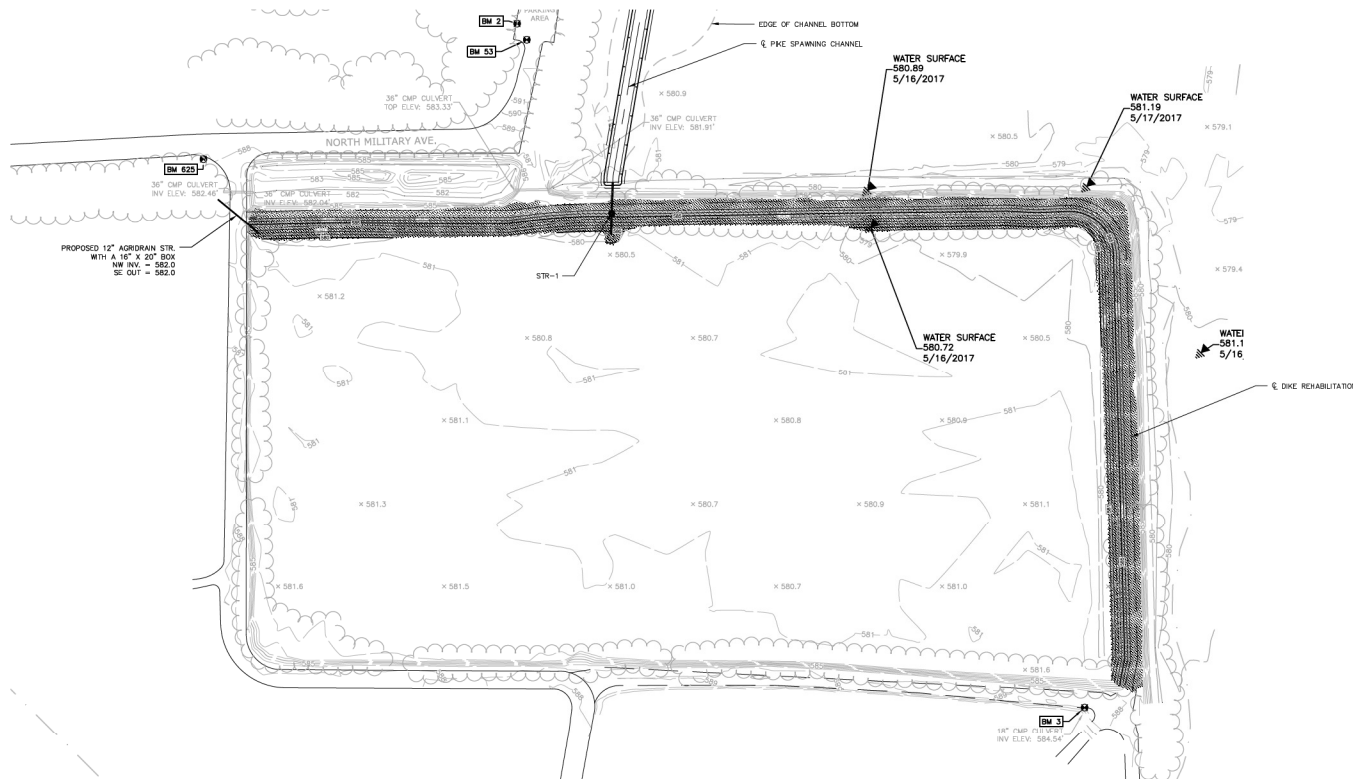
Personally came before me this _____ day of _____ 2019, David Brakhage, Director of Ducks Unlimited, Inc., a corporation authorized to conduct business in Wisconsin, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, _____ County, Michigan

My Commission Expires _____

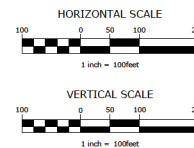
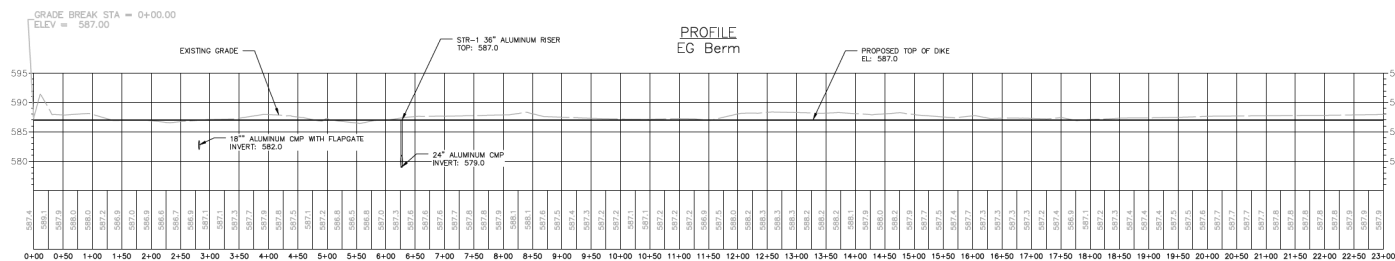
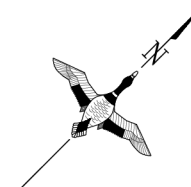
EXHIBIT A

C:\GARD CADD\Drawings\WI-392-3 PLAN & PROFILE TEST.dwg, 2/12/2019 3:03 PM, Metric Units, Plan Profile Center, None



LEGEND

- PROPOSED DIKE &
- PROPOSED CHANNEL/DITCH &
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- PROPOSED PIPE
- PROPOSED STRUCTURE
- PROPOSED SEEDING AREA



NOTICE: Construction site safety is the sole responsibility of the contractor. Ducks Unlimited, Inc. shall not assume any responsibility for the safety of the work performed, persons engaged in the work, nearby structures, or of other persons on-site.

This material, data and information is the property of Ducks Unlimited, Inc. It may not be used or reproduced for any purpose without the prior written consent of an authorized agent of Ducks Unlimited, Inc. Ducks Unlimited, Inc. makes no representation or warranty of any kind regarding this material, data and information, including, but not limited to the accuracy of the material, data and information or its suitability for any purpose. All use of the material, data and information is at the users sole risk. By using any of this material, data and information, user agrees that Ducks Unlimited, Inc. is not responsible for their use of the material, data and information or the results thereof.

Global Leader in Wetlands & Wildlife Conservation
GREAT LAKES/ATLANTIC REGIONAL OFFICE
DEXTER, MICHIGAN (734) 623-2000

DUCKS UNLIMITED

PLAN & PROFILE
KEN EUERS RESTORATION
GREEN BAY
BROWN COUNTY, WISCONSIN

Revision	By	Date	Revisions	Sheet
1	PNL	02/19/2018	ISSUED FOR PERMIT	1
2	PNL	02/22/2019	REVISION FOR PERMIT	2

CAD FILE:
WI-392-3 PLAN & PROFILE TEST
DESIGNED BY: MB
DRAWN BY: PNL
SURVEYED BY: GB
BIOLOGIST: BGC

DATE:
02/15/2018
PROJECT NUMBER:
UG-WI-392-3

GLARO-WI3-051-05

EXHIBIT A (2)



Report to the
Public Arts Commission
of the City of Green Bay

MEETING DATE

April 1, 2019

PREPARED BY

Laura Schley, Staff

AGENDA ITEM # P.I.

To approve David Windey's Rotating Art Program application.

BACKGROUND

Experienced local artist, David Windey, has produced several works of public art already throughout Wisconsin. David Windey's proposed project is titled *Palm Tree*. The piece is constructed out of steel and measures 10 ft. in diameter at the top, 26 in. in diameter at the base and 16 ft. high. It is constructed of steel pipe, stainless steel rod and reflective discs. This sculpture would be placed at the Rotating Art foundation located at Webster and Irwin.

RECOMMENDATION

Staff is recommending accepting David Windey's proposed art piece for the Rotating Art Program.

FISCAL IMPACT

ATTACHMENTS

1. David Windey RAP Application
2. David Windey RAP Attachments
3. RAP Scoring Form

ROTATING ART 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>



GREEN BAY
PUBLIC ARTS
COMMISSION

APPLICANT/ARTIST TEAM NAME:

David Windey

STREET ADDRESS:

2400 Oak Ridge Circle

MAILING ADDRESS (IF DIFFERENT):

CITY:

De Pere

STATE:

WI

ZIP CODE:

54115

TELEPHONE (DAYS):

(920) 609-4131

E-MAIL

ADDRESS:

Dave Windey@gmail.com

PROJECT TITLE:

Palm tree

PROJECT DESCRIPTION: (What is the piece? What are the materials? How will you install the piece? etc.)

It is a full size palm tree 16ft tall
made of steel pipe sections 10ft wide
for the trunk, stainless steel rod
for the branches and roots and
reflecting discs for the leaves.

This can be installed by myself and
a ladder and is strong and sturdy
just needing four anchors in the concrete.

EXPERIENCE - WHAT IS YOUR EXPERIENCE WITH EXHIBITING PUBLIC ART?

I've displayed at the Botanical Gardens
Several art Shows in Green Bay and
DePere and have a display
at my Shop in east DePere.

Also a large tree in Egg Harbor.

WILL THIS PIECE BE FOR SALE? (Please circle one.)

YES

NO

DO YOU HAVE THE NECESSARY PERMITS FOR THIS PROJECT? (Please circle one.)

YES

NO

DO YOU HAVE THE NECESSARY INSURANCE? (Please circle one.)

YES

NO

REMEMBER: PLEASE ATTACH THE FOLLOWING WITH THIS APPLICATION WHEN SUBMITTING

- A.) 1 - 4 EXAMPLES OF PREVIOUS WORK** Please label files with Title and Number. Ex.) A1Title.jpeg , A2Title.jpeg
- B.) PHOTOS/SKETCHES OF PROPOSED WORK** Please include frontal view, birds eye view, dimensions of piece, and any other information you feel is important pertaining to the piece. Label files with Proposed Project Title and Number. Ex.) B1ProposedProjectTitle.jpeg , B2ProposedProjectTitle.jpeg

WHEN YOU HAVE COMPLETED THIS FORM, EMAIL FORM AND ATTACHED PHOTOS TO LAURASC@GREENBAYWI.GOV

IF YOU HAVE ANY QUESTIONS, FEEL FREE TO CONTACT THE PUBLIC ARTS COORDINATOR AT: 920-448-3142



Palm Tree



Example 1



Example 2



Example 3

ROTATING ART PROGRAM SCORING FORM
GBPAC Meeting: March 27, 2019

David Windey – *Palm Tree*

FACTOR	MAX POINTS	POINTS GIVEN
ALIGNMENT WITH STRATEGY	15	
Enhances environment of public space	5	
Safe to the public	5	
Design/idea is relevant to community	5	
DESIGN AND THEME	15	
Overall form and character of piece	5	
Artist ideas fully explored throughout piece	5	
Strong innovative design	5	
ORIGINALITY	15	
Creativity of design/idea/materials	5	
Originality of design/idea	5	
Engaging to audience	5	
CRAFTSMANSHIP	10	
Proposed design/materials are of high quality	5	
Artist demonstrates experience in the medium - quality examples of previous work	5	
TOTAL POINTS POSSIBLE	55	

Notes:



Report to the
Public Arts Commission
of the City of Green Bay

MEETING DATE

April 1, 2019

PREPARED BY

Jessica Deal, Staff

AGENDA ITEM # P.2.

To approve \$300 in Annual Grant Program funding to Allison Hellenbrand and Kent Hutchison - The Farmory *Rooted* sculpture.

BACKGROUND

Allison Hellenbrand and Kent Hutchison are requesting \$750 from the Green Bay Public Arts Commission to assist in funding the commissioned sculpture *Rooted*, to be placed in front of The Farmory in late May/June 2019. The piece will be constructed of steel and aluminum and will be interactive allowing residents to engage with the piece.

Following the recommended Annual Grant Program fund disbursement calendar, until May, the Green Bay Public Arts Commission has only \$900 available to be used for granting.

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 Annual Grant Program application from Allison Hellenbrand and Kent Hutchison.

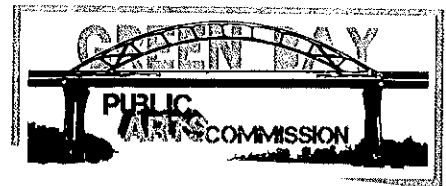
FISCAL IMPACT

ATTACHMENTS

1. A_Application_TheFarmoryRooted
2. B_Attachments_TheFarmoryRooted
3. AGP Commissioner Grading Form_TheFarmoryRooted

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: Allison Hellenbrand and Kent Hutchison - commissioned by The Farmory

APPLICANT/ORGANIZATION NAME: The Farmory

STREET ADDRESS: 815 Chicago St. Green Bay, WI 54301

MAILING ADDRESS (IF DIFFERENT): 437 S Jackson St.

CITY: Green Bay STATE: Wisconsin ZIP CODE: 54301

TELEPHONE (DAYS): Allison- AmeriCorps VISTA at The Farmory (920) 593-3714 Kent Hutchison- Artist (920) 791-1237

E-MAIL ADDRESS: allisonh@nwgreenbay.org, hutchisonartdesign@gmail.com

PROJECT TITLE: "Rooted" Sculpture

WHERE PROJECT WILL OCCUR: The project will be placed in front of The Farmory (at the entrance of the building) on Chicago Street.

START DATE: February 2019 END
DATE: May/ June 2019

ESTIMATED TOTAL COST: \$12,750 ADDITIONAL INCOME: Received \$4000 from NeighborWorks America,
Received \$7,500 from City BLOCK Grant
Seeking \$500 (Neighborworks, Farmory) -

AMOUNT REQUESTED FROM GBPAC: \$750 (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?

Kent Hutchison is a multidisciplinary artist who has over 12 years designing, fabricating and installing public sculpture. Kent has exhibited custom works in Green Bay, Milwaukee, Appleton, Door County, San Antonio, Louisiana State in Monroe, and Buson South Korea.

IN THE SPACE PROVIDED, BRIEFLY DESCRIBE YOUR PROJECT: (Additional pages may be attached: 1 full page maximum.)

The Farmory is bringing a sustainable indoor aquaponics farm and fish hatchery to Green Bay and the larger Northeast Wisconsin region. The historic armory building is being renovated to grow fresh produce and fish. This farm will operate as a self-sustaining non-profit and all revenue generated from our farm products will go toward providing community residents with job skills and agricultural training, materials to grow food at home, and scholarships for pursuing higher education and entrepreneurial development- all to increase the self-sustainability of area residents. The employment, economic development, and food-related benefits of the operation will provide a triple bottom line of "people, planet, and profit."

To create a sense of "community, connection, and place" around the The Farmory and all stakeholders involved, our resident team will focus on creating a Art Project for The Farmory, in collaboration with local artist Kent Hutchison and the Navarino Neighborhood Association.

Under the supervision of Kent, to ensure quality, technique, durability, craftsmanship, and beauty, we will be creating a unique piece for The Farmory. We will create a three dimensional sculptural piece that can be displayed outside, in front of The Farmory building. The motif of this piece will focus around the "roots" of our building-water: as this is the connecting factor between the history of the building (The Allouez Mineral Springs Bottling Co) and the present/future (to house an indoor aquaponics farm and fish hatchery). The piece was designed specifically to be interactive, so that neighborhood residents, especially children from Howe Elementary School, can engage with the piece. It will have an edible garden surrounding the sculpture that neighborhood members can participate in. Additionally, it will be used in educational demonstrations.

Our plan is to unveil this art piece at The Farmory's 100-year anniversary of the building, where a ribbon cutting ceremony and public open house will take place in Summer 2019.

PROJECT OBJECTIVE:

By completing The Farmory Art Project:

- Farmory staff, volunteers, and community stakeholders (specifically the residents of the Navarino neighborhood where the Farmory is located) will strengthen their working relationships, build connections and networks for the future
- Participants will learn how public art contributes to building a sense of place within a community
- The property and community will benefit from turning a dilapidated, vacant building into an attractively renovated structure with beautiful, lasting art piece for our community to enjoy for years to come.

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

Allison Hellenbrand and Kent Hutchison - commissioned by The Farmory
 APPLICANT NAME/ ORGANIZATION:

\$750

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	(Please indicate via check box below if GBPAC funds will be used for the expense listed.)
TOTAL		

Supplies/Materials	Amount	Check off
steel, aluminum, hardware,	\$5,250	750 - GBPAC
concrete, rebar, lumber, bolts,		
Installation hardware		
TOTAL		

Publicity/Postage	Amount	Check off
TOTAL		

Services/Fees/Rentals	Amount	Check off
Labor, instalation	7,500	
TOTAL		

Honorary/Personnel	Amount	Check off
TOTAL		

Travel/Other Expenses	Amount	Check off
TOTAL		

Total Expenses must equal Total Income on Page 4

TOTAL EXPENSES	12,750
----------------	--------

PROJECT INCOME

In-Kind Contributions - Must equal In-Kind Expenses (item, source, amount) *	Amount
N/A	
TOTAL	

Committed Funds (donors and amount)	Amount
NeighborWorks America Community Leadership Institute Grant	\$4,000.00
City of Green Bay BLOCK Grant	\$7,500.00
TOTAL	\$11,500.00

Anticipated Funding (donor and amount)	Amount
Further donors - Potentially Farmery, Neighborworks	\$500
TOTAL	\$500

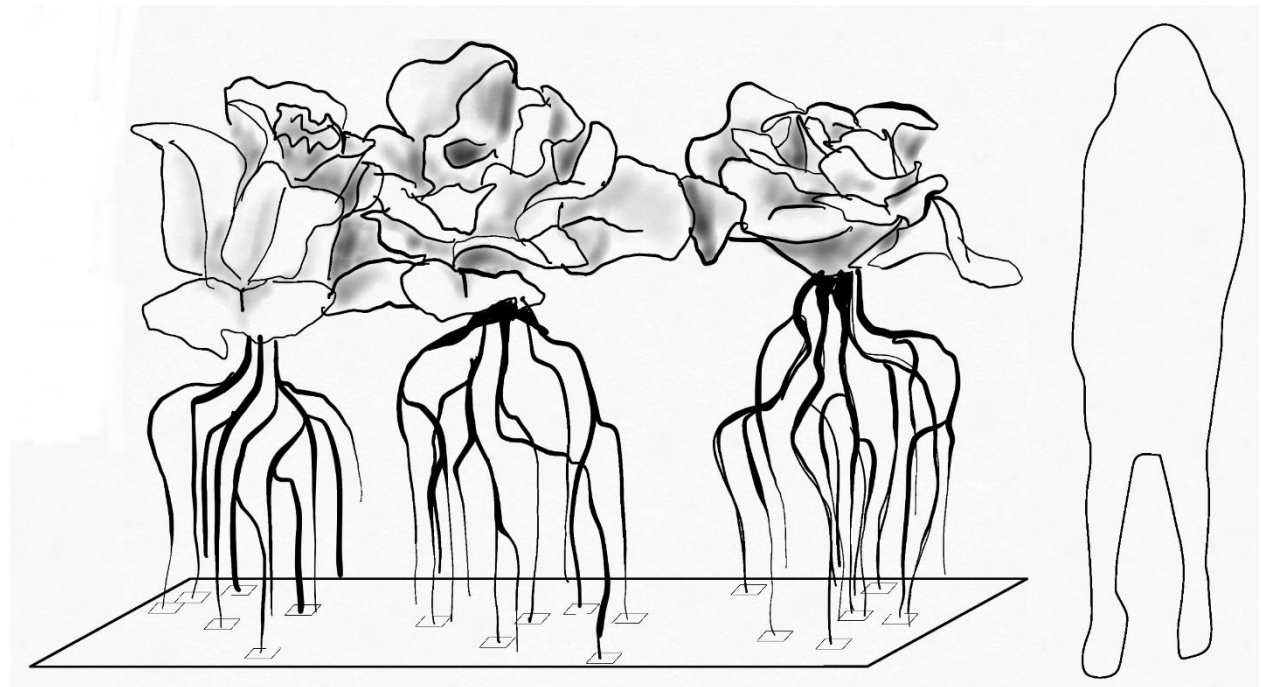
GBPAC Grant Funds Requested	TOTAL	\$750.00
-----------------------------	-------	----------

Total Income must equal Total Expenses from Page 3	TOTAL INCOME	\$12,750.00
--	--------------	-------------

* 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.

Any questions feel free to contact the Public Arts Coordinator at: 920 -448-3142
Annual Grant Program Application



Concept sketch of proposed piece *Rooted*, to be located in front of The Farmory

Previous Work (1)



Previous Work (2)



Previous Work (3)



Previous Work (4)



ANNUAL GRANT PROGRAM – SCORING FORM

Applicant: Allison Hellanbrand and Kent Hutchison

Project: Rooted Sculpture

March 27, 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

April 1, 2019

PREPARED BY

Laura Schley, Staff

AGENDA ITEM # P.3.

To refer to staff to research for options to utilize Community Development Block Grant (CDBG) Beautification funds.

BACKGROUND

Staff is seeking input on ways to best use 2018 Community Development Block Grant allocation to create and foster public art opportunities within Green Bay's low-to-moderate income neighborhoods. These funds are currently being used for the Sidewalk Poetry Project, *Rooted* the Farmory Sculpture Project, and a potential bus shelter artistic upgrade.

Parameters of CDBG Beautification funds:

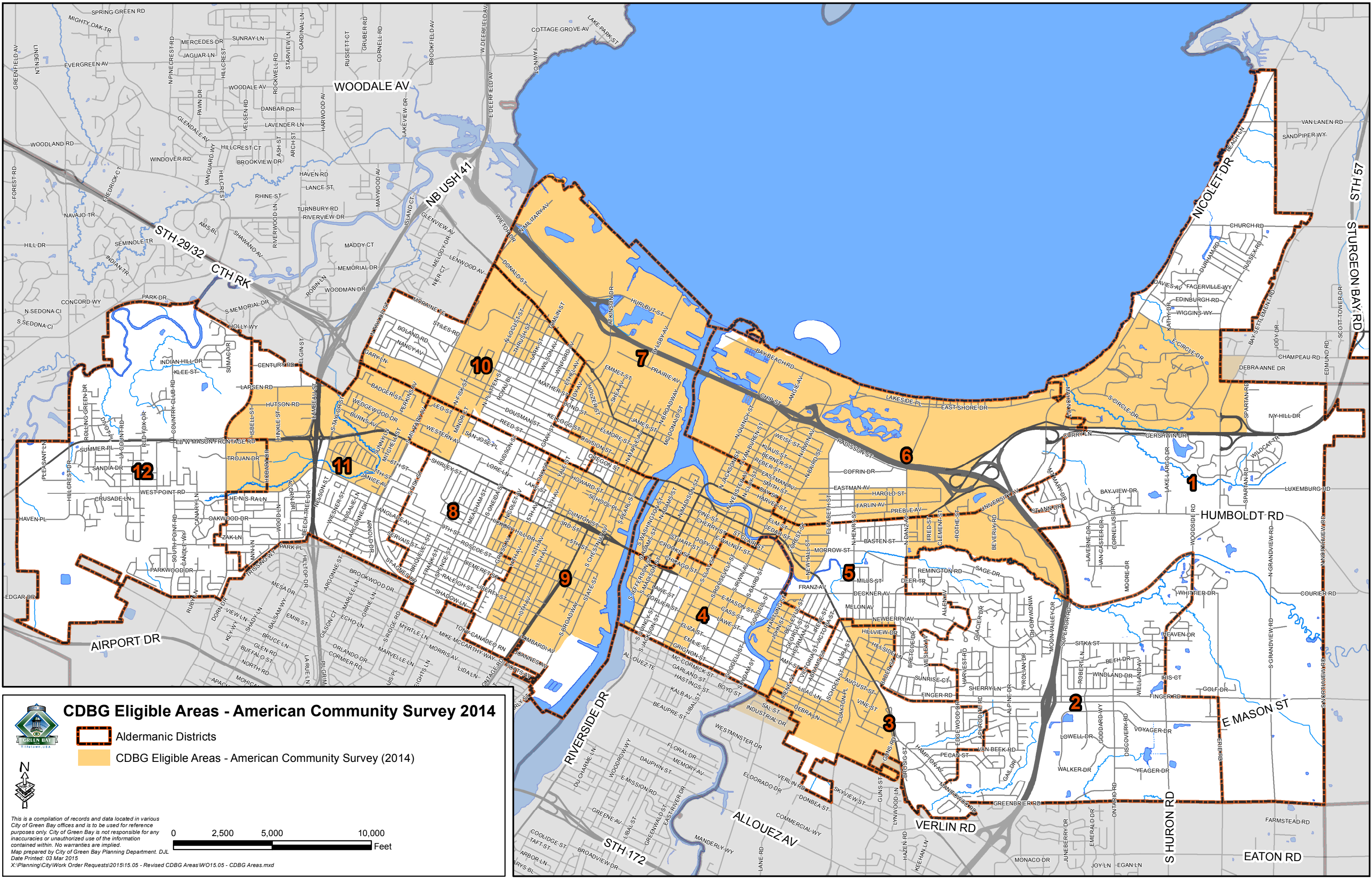
- Approximate funds available: \$25,000
- Funds must be spent by: October 2019
- Funds must be used for projects and or pieces located within low to moderate income neighborhoods

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. CDBG Eligible Areas Map





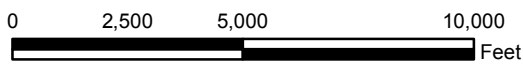
CDBG Eligible Areas - American Community Survey 2014

-  Aldermanic Districts
-  CDBG Eligible Areas - American Community Survey (2014)



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. 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 Planning Department. DJL
Date Printed: 03 Mar 2015
X:\Planning\City\Work Order Requests\2015\15.05 - Revised CDBG Areas\WO15.05 - CDBG Areas.mxd



0 2,500 5,000 10,000 Feet



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

MEETING DATE

April 1, 2019

PREPARED BY

AGENDA ITEM # R.I.

General Ordinance 12-19

An ordinance amending and creating sections of Chapter 24, Green Bay Municipal code, relating to fire prevention code.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. DRAFT GO 12-19 Amending and Creating Sections of Chapter 24 Relating to Fire Prevention Code

GENERAL ORDINANCE NO. 12-19

**AN ORDINANCE
AMENDING AND CREATING SECTIONS OF CHAPTER 24,
GREEN BAY MUNICIPAL CODE,
RELATING TO FIRE PREVENTION CODE**

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

SECTION 1. Section 24.02(4), Green Bay Municipal Code, is hereby amended to read:

(4) Where existing structures have components or systems that fail to comply with the current requirements of this ordinance, such existing conditions shall be brought into compliance with the current code at such time where there is a change of use or occupancy type, ~~a change of ownership~~, an addition is made to such premises, or remodeling of 50% of the value of the structure, not including value of the property, is made over a four-year period.

SECTION 2. Section 24.03(4), Green Bay Municipal Code, is hereby amended to read:

(4) (Amd. GO 36-12) International Fire Code® ~~2009~~ **2015** Edition Adopted. (Rep. & Rec. GO 30-09) **The most current edition and any subsequent editions, as amended from time to time, of the** The International Fire Code® ("IFC") 2009 **2015** Edition is hereby adopted and by reference made part of this Chapter as if fully set forth herein.

(a) The following sections contained within the IFC are hereby revised:

1. Section 101.1 – Insert: City of Green Bay
2. Section 109.~~34~~ – Insert: SPECIFY OFFENSE: civil ordinance violation
AMOUNT: ~~\$500.00~~ **1000.00** plus costs
NUMBER OF DAYS: the number of days allowed by law
3. Section 111.4 – Insert: AMOUNT (1): ~~\$500.00~~ **250.00** plus costs
AMOUNT (2): \$1000.00 plus costs

(b) The geographic limits referred to in certain sections of the 2006 **2015** International Fire Code® are hereby established as follows:

1. Section ~~3204.3.1.1~~ **5704.2.9.6.1**: storage of ~~flammable cryogenic fluids in stationary containers~~ **Class I and Class II liquids in above-ground tanks outside of buildings** is governed by **ATCP 93 and** all applicable NFPA standards.

2. Section ~~3404.2.9.5.1~~ **5706.2.4.4**: storage of Class I and Class II liquids in above-ground tanks outside of buildings is governed by **ATCP 93 and** all applicable NFPA standards.

3. Section ~~3406.2.4.4~~ **5806.2**: storage of Class I and Class II liquids in above-ground tanks **flammable cryogenic fluids in stationary containers** is governed by **ATCP 93 and** all applicable NFPA standards.

4. Section ~~3804.2~~ **6104.2**: for the protection of heavily populated or congested areas, storage of liquefied petroleum gas is governed by **ATCP 93 and** all applicable NFPA standards.

~~(5) Where the requirements of the State Code and the express provisions of this chapter conflict, the stricter requirements shall govern.~~

SECTION 3. Section 24.04, Green Bay Municipal Code, is hereby amended to read:

24.04 AUTHORITY. The City of Green Bay Fire Prevention Code shall be enforced by the Chief of the Green Bay **Metro** Fire Department.

SECTION 4. Section 24.06(1), Green Bay Municipal Code, is hereby amended to read:

(1) WHEN TO BE ISSUED. Whenever the Chief finds in any building or upon any premises ~~any of the following~~ dangerous or hazardous conditions or materials which present a clear and present danger due to likelihood of fire or explosion, such materials shall be removed or conditions remedied in a reasonable manner:

- ~~(a) Dangerous or unlawful amounts of combustible or explosive materials.~~
- ~~—— (b) Hazardous conditions arising from defective or improperly installed equipment for handling or using combustible or explosive materials.~~
- ~~—— (c) Dangerous or unlawful accumulations of rubbish, waste, paper boxes, shavings, or other flammable materials.~~
- ~~—— (d) Accumulations of dust or waste material in air conditioning or ventilation system or of grease in kitchen or other exhaust ducts.~~
- ~~—— (e) Obstructions of fire escapes, stairs, passageways, doors, or windows which are liable to interfere with the operations of the Fire Department or egress of occupants in case of fire.~~

SECTION 5. Section 24.06(2)(a), Green Bay Municipal Code, is hereby amended to read:

(a) The service of written orders for the correction of violations of this chapter shall be made upon the owner, occupant, or other person responsible for the conditions, either by delivering a copy of same to any person in charge of the premises or by mailing such orders to the owner or other responsible person. ~~This subsection shall not preclude the Chief from issuing orders orally or in such other manner as deemed appropriate under the circumstances.~~

SECTION 6. Section 24.06(2)(d), Green Bay Municipal Code, is hereby amended to read:

(d) (Amd. GO 30-09) The owner of any occupancy identified with a fire code violation will typically have 14 days to correct the deficiencies. Violations that present a significant threat to life, as identified in the International Fire Code ® 2006 Edition, must be corrected immediately. The timeframe to correct deficiencies will be identified on the inspection report or through correspondence from the Fire Marshal's office. Any fire code violation not corrected within the specified time allotment will be warned again, and seven days will be given to correct non-Life Safety Code violations. A third warning for the same uncorrected violation will result in a citation being issued by the Fire Chief or designee.

SECTION 7. Section 24.07, Green Bay Municipal Code, is hereby amended to read:

24.07 DEFINITIONS. **All terms used in this section shall have the meaning as defined in Section 202 of the 2015 International Fire Code, as amended from time to time.**

~~(1) The term "approved", as used in this chapter, means approval granted by the Fire Chief or the highest-ranking officer of the Fire Prevention Division under the regulations of this chapter.~~

~~———— (2) The term "authority having jurisdiction", as used in Wisconsin Administrative Code or IFC Codes or Standards adopted herein, means the City of Green Bay, the Fire Department, the Fire Chief, or the highest ranking officer of the Fire Marshall's office.~~

~~———— (3) (Amd. GO 30-09) MARSHAL. Fire Marshal's, a section of the Green Bay Fire Department, which is responsible for fire prevention duties including, but not limited to, code enforcement, conduct of fire inspections, public information work, fire investigation, and other activity which may have as its purpose the prevention of fire and the reduction of life and property losses from fire.~~

SECTION 8. Section 24.08(1), Green Bay Municipal Code, is hereby amended to read:

(1) Fees for Re-inspection. Any person who shall fail or neglect to comply with any lawful order of the Fire Chief or his/her designee issued pursuant to the provisions of this Chapter may be assessed \$30~~50~~ per inspection for compliance inspections in excess of two. Re-inspection fees that are not timely paid shall be entered on the tax roll as a special charge against said lot or parcel of land pursuant to the provisions of Sec. 66.0627, Wis. Stats., for collection and settlement under Ch. 74, Wis. Stats.

SECTION 9. Section 24.09, Green Bay Municipal Code, is hereby created to read:

24.09. RECREATIONAL FIRES, COOKING FIRES AND FIRE PITs.
Recreational fires, barbeque pits, portable fire pits, and portable outdoor fireplaces are permitted on properties zoned residential and occupied by a single- or two-family residence under the following conditions:

1. **Recreational in-ground fire pits shall be at least twenty five (25) feet from any type of a building or structure, combustible material of any form, or property line.**
2. **Recreational fires, barbecue pits, and outdoor fireplaces shall be contained in an area not to exceed three (3) feet wide by three (3) feet long, or a circle larger than three (3) feet in diameter. The flames of the fire shall be no higher than three (3) feet.**
3. **All residential recreational fires and barbecue pits, excluding portable fire pits and outdoor fireplaces as defined, shall be dug into the ground at least six (6) but not more than twelve (12) inches and surrounded on the outside, above ground level, by a non-combustible material extending at least six (6) inches above grade.**
4. **Portable listed and rated fire pits shall be used in accordance with the manufacturer's recommendations and shall be placed on a non-combustible surface that is at least one and a half (1.5) times larger than the size of the portable fire pit. In the absence of manufacturer's recommendations, portable fire pits shall be at least fifteen (15) feet from any type of building or structure, combustible material of any form, or property line.**
5. **Any propane or natural gas fire tables must follow all manufactures specifications. In the absence of manufacturer's recommendations, fire tables shall be at least fifteen (15) feet from any type of building or structure, combustible material of any form, or property line.**

6. All portable fire pits and fire tables must be listed and rated devices. Homemade devices and converted grills are prohibited.
7. Only clean dry wood can be burned. The burning of garbage, trash, refuse, treated wood, painted/varnished wood, plastic, rubber, construction lumber, and flammable liquids, and/or combustible liquids in any form is prohibited. Burning of leaves, yard waste, or brush is prohibited.
8. Burning is prohibited when the wind is in excess of 10 mph as determined by the National Weather Service (<https://www.weather.gov>) or Weather Underground (<https://www.wunderground.com/>).
9. Fire extinguishing equipment shall be readily available as may be necessary for the total control of the fire. Examples include but are not limited to a bucket of water, garden hose, or fire extinguisher.
10. Burning must be attended at all times by a person at least eighteen (18) years of age until the fire has been extinguished.
11. Burning shall not create smoke that causes a public nuisance or a visibility hazard to any form of transportation. Any recreational fire pit shall be extinguished at the request of Fire Department Personnel.
12. When weather conditions warrant, the Fire Chief, may declare a burning ban.

SECTION 10. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 11. Effective date. 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
4/1/2019



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

MEETING DATE

April 1, 2019

PREPARED BY

AGENDA ITEM # R.2.

General Ordinance 13-19

An ordinance creating section 27.405, Green Bay Municipal Code, relating to possession of tobacco and vapor products by minors prohibited.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. DRAFT GO 13-19 Creating 27.405 Relating to Possession of Tobacco and Vapor Products by Minors Prohibited

GENERAL ORDINANCE NO. 13-19

**AN ORDINANCE
CREATING SECTION 27.405,
GREEN BAY MUNICIPAL CODE,
RELATING TO POSSESSION OF TOBACCO AND VAPOR
PRODUCTS BY MINORS PROHIBITED**

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

SECTION 1. Section 27.405, Green Bay Municipal Code, is hereby created to read:

27.405. – Possession of Tobacco and Vapor Products by Minors Prohibited.

(1) Definitions.

- a. *Minor.* An individual who is less than eighteen (18) years of age.
- b. *Person who sells tobacco products at retail.* A person whose ordinary course of business consists, in whole or in part, of the retail sale of tobacco products subject to the state sales tax.
- c. *Person who sells vapor products at retail.* A person whose ordinary course of business consists, in whole or in part, of the retail sale of vapor products.
- d. *Possession of a tobacco product or vapor product.* Actual physical control of the tobacco or vapor product whether or not the person actually owns that product, or the right to control the tobacco or vapor product even though it is in a different room or place than where the person is physically located.
- e. *Public place.* A public street, sidewalk, or park or any area open to the general public in a publically owned or operated building or premises, or in a public place of business or school.
- f. *Tobacco product.* A product that contains tobacco and is intended for human consumption, including but not limited to, cigarettes, non-cigarette smoking tobacco, or smokeless tobacco, as those terms are defined in Section 2 of the Tobacco Products Tax Act, and cigars. Tobacco product does not include a vapor product or a product regulated as a drug or device by the United States Food and Drug Administration.

- g. *Use a tobacco product or vapor product.* To smoke, chew, suck, inhale, or otherwise consume a tobacco product or vapor product.
- h. *Vapor product.* Any product containing or delivering nicotine, lobelia, or any other substance intended for human consumption that can be used by a person to simulate smoking in the delivery of nicotine or any other substance through inhalation of vapor from the product. Electronic delivery device shall include any component part of such a product whether or not sold separately. Electronic delivery device shall not include any product that has been approved or otherwise certified by the United States Food and Drug Administration for legal sales for use in tobacco cessation treatment or other medical purposes, and is being marketed and sold solely for that approved purpose.

(2) *Prohibition.* A minor shall not do any of the following:

- a. Purchase or attempt to purchase a tobacco product or vapor product.
- b. Possess or attempt to possess a tobacco product or vapor product.
- c. Use a tobacco product or vapor product in a public place.
- d. Present or offer to an individual a purported proof of age that is false, fraudulent, or not actually his or her own proof of age for the purpose of purchasing, attempting to purchase, possessing, or attempting to possess a tobacco product or vapor product.

(3) *Exemptions.* Subsection (2) shall not apply to a minor participating in any of the following:

- a. An undercover operation in which the minor purchases or receives a tobacco product or vapor product under the direction of the minor's employer and with the prior approval of the local prosecutor's office as part of an employer-sponsored internal enforcement action.
- b. An undercover operation in which the minor purchases or receives a tobacco product or vapor product under the direction of the state police or a local police agency as part of an enforcement action, unless the initial or contemporaneous purchase or receipt of the tobacco product or vapor product by the minor was not under the direction of the state police or the local police agency and was not part of the undercover operation.
- c. Compliance checks in which the minor attempts to purchase tobacco products for the purpose of satisfying federal substance abuse block grant youth tobacco access requirements, if the compliance checks are

conducted with the prior approval of the state police or a local police agency.

- d. The handling or transportation of a tobacco product or vapor product by a minor under the terms of that minor's employment.

(4) *Furnishing to minors prohibited.* A person shall not sell, give or furnish any vapor product to a minor, including, but not limited to, through a vending machine.

- a. This section shall not apply to the handling or transportation of a vapor product by a minor under the terms of the minor's employment.
- b. Before selling, offering for sale, giving, or furnishing a vapor product to an individual, a person shall verify that the individual is at least eighteen (18) years of age by doing one (1) of the following:
 - i. Examining a government-issued photographic identification that establishes that the individual is at least eighteen (18) years of age.
 - ii. For sales made by the internet or other remote sales method, performing an age verification through an independent, third-party age verification service that compares information available from a commercially available database, or aggregate of databases, that are regularly used by government agencies and businesses for the purpose of age and identity verification to the personal information entered by the individual during the

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 Month, Year.

APPROVED:

Mayor

ATTEST:

Clerk

KKJ

Date of first reading