



PLEASE NOTE TIME AND ROOM CHANGE
AGENDA OF THE
IMPROVEMENT AND SERVICE COMMITTEE

MONDAY, MAY 7, 2018, 6:15 PM
CITY HALL, ROOM 203

A. Roll Call.

B. Approval of the Agenda.

C. Approval of Minutes.

D. Regular Business.

1. Consideration with possible action on request by Ald. Wery on recycle/garbage bin storage requirements/enforcement (held at April 25, 2018 Improvement and Service Committee meeting).
2. Consideration with possible action on request by Ald. Wery to allow City Council members to be provided with printed agendas and minutes.
3. Consideration with possible action on request by Ald. Wery to allow City Council members a second parking permit.
4. Consideration with possible action on request by Ald. Dorff to craft a proposal to implement the Municipal Vehicle Registration Fee Program (Wheel Tax).
5. Consideration with possible action to look at what other Wisconsin communities do with respect to overnight parking bans, with the potential to eliminate the overnight parking ban in the City of Green Bay (referred to staff at April 25, 2018 Improvement and Service Committee meeting).
6. Consideration with possible action on approval of Memorandum of Understanding: Bike Sharing Services between the City of Green Bay and LimeBike.

7. Consideration with possible action on report of the Purchasing Manager:
 - A. Request approval to purchase a Striping Machine Body from EZ Liner for \$267,514.
 - B. Request approval to purchase a truck chassis from Quality Truck Care for \$101,000.
 - C. Discussion with possible action on the award of a contract for Televised Sewer Basin Inspection for an amount not to exceed the 2018 budgeted amount of \$600,000.
 - D. Discussion with possible action on the award of a contract for Televised Standard Sewer Inspection for an amount not to exceed the 2018 budgeted amount of \$165,000.
8. Consideration with possible action on the review and award of the contract SUPERIOR ROAD STORM WATER POND.
9. Consideration with possible action on Agreement for Purchase and Sale of Real Estate at 1012 N. Webster Avenue for the N. Webster Avenue reconstruction project and authorize payments.
10. Consideration with possible action on Relocation Claims for the Webster Avenue project and authorize payments.
11. Consideration with possible action on applications for Concrete Sidewalk Builder's Licenses by the following:
 - A. Brian's Quality Concrete Inc.
 - B. Carter Trucking & Excavating Inc.
 - C. Evraets Concrete Const. LLC
 - D. Precision Flatwork
 - E. Ray Jaeger Const. Inc.
12. Consideration with possible action on application for Tree & Brush Trimmer License by Urban Tree Service.

E. Informational.

1. Director's Report on recent activities of the Public Works Department.
2. The next Improvement and Service Committee meeting is scheduled for May 30, 2018.

F. Public Hearings.

G. Adjournment.

- 1) THIS MEETING IS RECORDED: THE VIDEO OF THIS MEETING AND MINUTES ARE AVAILABLE ONLINE AT www.greenbaywi.gov
- 2) ACCESSIBILITY: Any person wishing to attend who requires special accommodation because of a disability, should contact the City Safety Manager at 920-448-3125 at least 48 hours before the scheduled meeting time so that arrangements can be made.

- 3) QUORUM: Please take notice that a majority or quorum of the Improvement and Service Committee will attend this committee meeting and will constitute a meeting of the Improvement and Service Committee 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
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

May 7, 2018

PREPARED BY

AGENDA ITEM # D.1.

Consideration with possible action on request by Ald. Wery on recycle/garbage bin storage requirements/enforcement (held at April 25, 2018 Improvement and Service Committee meeting).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

May 7, 2018

PREPARED BY

AGENDA ITEM # D.2.

Consideration with possible action on request by Ald. Wery to allow City Council members to be provided with printed agendas and minutes.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

May 7, 2018

PREPARED BY

AGENDA ITEM # D.3.

Consideration with possible action on request by Ald. Wery to allow City Council members a second parking permit.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

May 7, 2018

PREPARED BY

AGENDA ITEM # D.4.

Consideration with possible action on request by Ald. Dorff to craft a proposal to implement the Municipal Vehicle Registration Fee Program (Wheel Tax).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

May 7, 2018

PREPARED BY

AGENDA ITEM # D.5.

Consideration with possible action to look at what other Wisconsin communities do with respect to overnight parking bans, with the potential to eliminate the overnight parking ban in the City of Green Bay (referred to staff at April 25, 2018 Improvement and Service Committee meeting).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2018 WI large city overnight on-street parking comparison
2. 2015 overnight parking enforcement policy
3. 2018 report on overnight on-street parking

State of Wisconsin
10 Highest-Population Cities
Comparison of On-Street Overnight Parking Restrictions
(May 2018)

<u>Rank</u>	<u>City</u>	<u>Population</u>	<u>Night Parking Restrictions?</u>	<u>Paid Residential Permit System?</u>	<u>Restriction Period</u>	<u>Area Affected</u>	<u>Side of Street Restriction</u>	<u>Restriction Months</u>	<u>Max 24-Hour Parking Rule</u>
1	Milwaukee	600,160	No	Yes	2 a.m. to 6 a.m.	City-wide	Both	Year-round	No
			Yes		2 a.m. to 6 a.m.	Connecting highways and bus routes	Both	12/1 to 3/1	
2	Madison	248,950	No	Yes	8 a.m. to 6 p.m.	24 residential districts	1 side permit only 1 side sign restrictions	Year round	No
3	Green Bay	105,200	Yes	No	3 a.m. to 5 a.m.	City-wide	Both	Year-round	No
4	Kenosha	99,860	Yes	No	1 a.m. to 6 a.m.	City-wide	Alternate	12/1 to 3/31	No
5	Racine	77,740	Yes	No	2 a.m. to 6 a.m.	City-wide	Alternate	4/1 to 12/1 - Monday to Friday 12/1 to 4/1 - 7 days	No
6	Appleton	74,140	Yes	No	2 a.m. to 5 a.m.	City-wide	Both	Year-round	No
7	Waukesha	71,970	Yes	Yes	2 a.m. to 5 a.m. 2 a.m. to 5 a.m. (30 minutes max)	Residential CBD	Both	Year-round	No
8	Eau Claire	67,780	Yes	No	2 a.m. to 6 a.m.	Downtown only	Both	Year-round	No
9	Oshkosh	66,550	Yes	No	2 a.m. to 5 a.m.	City-wide	Both	Year-round	No
10	Janesville	63,580	No	No	N/A	N/A	N/A	N/A	Yes

Night Parking Policy Enforced 3:00 to 5:00 a.m. Daily

Adopted by Common Council: December 6, 2005

Updated: February 21, 2008

Updated: February 1, 2010

Updated and re-adopted by Council: August 18, 2015

The intent of this document is to outline a policy for fair and reasonable application and enforcement of City Ordinance 29.203 (12), pertaining to the City's night parking prohibition. Following is a copy of the text contained in that ordinance, and the Parking Division's policy on enforcement of same.

Ordinance text related to overnight on-street parking:

29.203 (12) NIGHT PARKING (Amended by City of Green Bay General Ordinance 56-04)

(a) Prohibition. Except as otherwise provided in this section, no vehicle shall be parked on any City street between the hours of 3:00 A.M. and 5:00 A.M.

(b) Exception. A person may park a motor vehicle on a City street between the hours of 3:00 A.M. and 5:00 A.M. only under the following circumstances:

1. Parking Division approval is received prior to 2:00 A.M. or as soon as possible after the circumstance justifying the parking arises.

2. Approval will only be granted in certain exceptional instances; namely disabled vehicles, lot/driveway construction, houseguests, or other emergency situations for periods of up to two calendar weeks.

3. Prior Parking Division approval is required for each day the vehicle will be parked on the street between 3:00 A.M. and 5:00 A.M., unless blanket authorization is granted by the Parking Division Manager.

Definitions:

Vehicle – A vehicle that is designed and built to move under its own power, and is licensed for legal use on public roadways. If a boat, recreational, utility or other trailer is granted night parking permission, it must remain connected to an operational motorized vehicle.

Guest – A person invited to stay overnight at the residence in question, either related or unrelated to the occupant of the property in front of which a vehicle is parked overnight

Single-day occurrence – Night parking permission granted for a one (1) night due to a disabled vehicle, personal/family emergency, construction (etc.) requiring a vehicle to be parked on-street overnight

Multi-day occurrence – Night parking permission granted for more than one (1) night, but not more than two (2) weeks due to a disabled vehicle, personal/family emergency, construction

(etc.) requiring the same vehicle(s) to be parked on-street overnight. If a permitted vehicle is off the street for one (1) or more nights during the approved occurrence, then the request shall be considered as multiple occurrences.

Permission-granting policy:

This policy applies **ONLY** to night parking occurrences in front of single-family and duplex residences contrary to the City ordinance that prohibits on-street parking between the hours of 3:00 and 5:00 a.m. year-round. It **DOES NOT APPLY** to multi-family apartment buildings, because City zoning code requires those developments to provide adequate off-street parking for both residents and guests.

Occurrences apply to the address in question, not to individual vehicles. However, vehicle information is recorded and tracked along with address information for night parking permission.

Permission for night parking will not be granted due to insufficient off-street parking for vehicles, RV's, boats, trailers, (etc.) associated with the residence. This is not the intention of City Ordinance 29.203 (12) noted above. Adequate off-street residential parking is required by City zoning code. City Ordinance 29.203 (12) is intended to cover extraordinary short-term situations.

Permission will only be granted for vehicles parking directly in front of the residence requesting permission. Approval will not be given for vehicles (related to one residence) to park in front of another residence.

If a residence has an RV, boat, recreational trailer, utility trailer or other trailer with a legal off-street storage location, permission will be granted for night parking of these vehicles only to allow for loading/unloading and cleaning purposes preceding and following their use. However, the number of annual occurrences will remain limited under the following enforcement policy.

Permission for night parking will be granted by the Parking Division if an occupant of the residence in question contacts the Parking Division by one of the following methods:

- Call the Parking Division Office (448-3431) between the hours of 8:00 a.m. and 4:30 p.m. Monday through Friday
- Call the night parking automated hotline (448-3438) before 2:00 a.m. on the day of the occurrence. Permission may be granted after 2:00 a.m. only for extenuating, verifiable circumstances beyond the control of the requestor.
- Permission for automated hotline night parking requests shall be considered "granted" unless the requestor receives contact from the Parking Division following the request. If the Parking Division declines approval of the request after the fact, the residence in question will be issued its one (1) warning as described in the enforcement policy below.

When requesting permission for night parking, residents are required to provide the following information:

1. Home address
2. Address where the vehicle will be parked (City of Green Bay address only)
3. Reason for leaving vehicle on street

4. Pertinent vehicle information (including license plate number, state of issue, vehicle make and vehicle color)

Blanket authorization may be granted by the Parking Division Manager or other authorized Parking Division office staff member for occurrences that will last for more than one (1) day

Enforcement policy:

Night parking permission may be granted to any single address/residence for NO MORE THAN one (1) occurrence during any two (2) week period

Night parking permission may be granted to any single address/residence for NO MORE THAN six (6) occurrences per calendar year

Only pre-designated vehicle(s) may be parked on-street during an approved night parking occurrence. If a vehicle not previously-approved is found on the street between the hours of 3:00 and 5:00 a.m., that vehicle will receive a citation.

Approved vehicles shall only parking directly in front of the residence requesting permission. Vehicles (related to one residence) found parking in front of another residence will be subject to citations.

Broken down vehicles shall only be given overnight on-street parking permission for a maximum of 2 nights. After that time, they must be removed from the street.

Parking Division will maintain a database of all night parking requests. Requests found to be incomplete, fraudulent or excessive will be denied.

Residences found in violation of this policy shall be issued one (1) warning per calendar year. After that, vehicles at that residence found in violation of City Ordinance 29.203 (12) shall be issued a citation.

Night parking citations issued to vehicles "on complaint" and found in violation of City Ordinance 29.203 (12) shall not be voided

Night parking citations issued incorrectly or erroneously due to misinformation by the property owner or complainant shall not be voided

Night parking citations issued incorrectly or erroneously due to City error shall be voided. Basic oversights such as incorrect vehicle color and/or type (due to night lighting levels) shall not be considered basis for voiding a night parking citation if the block and license plate number are correctly stated on the citation.

Inter-Office Memo

Date: May 2, 2018

To: Improvements and Services Committee

From: Christopher J. Pirlot, P.E.
Parking Manager

RE: On-Street Overnight Parking Restrictions

The intent of this report is to discuss the City of Green Bay's overnight on-street parking restriction that is in effect year-round between the hours of 3:00 and 5:00 a.m. The report is being drafted in response to a request to eliminate this restriction.

History and Background Information

Green Bay's overnight on-street parking restriction has been in effect for decades. Research reveals that the current ordinance developed as follows:

- 1) Records could not be located that identify exactly when the on-street overnight parking ordinance was first enacted
- 2) Prior to 1980, ordinance 29.20 read, "ALL NIGHT PARKING PROHIBITED. No person shall park a motor vehicle on any street in the City for longer than 30 minutes between 2:00 a.m. and 6:00 a.m." This ordinance was subsequently re-numbered 29.15.
- 3) In 1988, G.O. 44-88 amended Section 29.15(1)(m) relating to overnight parking, changing the restriction to "no overnight parking on any street between the hours of 3:00 and 5:30 a.m."
- 4) In 1990, G.O. 38-90 amended Section 29.15(1)(m) relating to night parking, changing the restriction to "no overnight parking on any street between the hours of 3:00 and 5:00 a.m." This ordinance was subsequently re-numbered 29.203.
- 5) In 2004, G.O. 56-04 amended Section 29.203(12) relating to night parking, changing the ordinance to include the current practice of allowing overnight on-street parking variances for up to two (2) weeks under certain conditions, and longer for exceptional situations. This allowed Parking Division to draft the existing on-street overnight parking variance and enforcement policy that was adopted by Council.

Comparison to Other Wisconsin Cities

As part of the report process, Parking Division researched overnight on-street parking restrictions for the ten (10) highest population cities in Wisconsin. A summary of that data is attached to this report. Seven (7) of the top ten Wisconsin cities maintain an overnight on-street parking restriction. Following is a summary of the three (3) exceptions:

- 1) Milwaukee (#1) allows overnight on-street parking, but only with the purchase of a residential permit. Unlike Green Bay, on-street parking in Milwaukee is necessary due to the many properties throughout the City with narrow frontages, lack of driveways, alley-only vehicular access, and multi-unit dwellings near the universities. So they need the on-street parking space. However, overnight on-street parking is prohibited on all bus routes and connecting highways during winter months.

- 2) Madison (#2) has no overnight on-street parking restrictions, but has a paid daytime parking permit system in 24 residential zones. Older areas of Madison have a higher population density due to University of Wisconsin housing needs, and narrow property frontages and no driveways like Milwaukee. So they also need the on-street parking space.
- 3) Janesville (#10) has no overnight on-street parking restrictions. But that City has adequate off-street parking. The majority of Janesville's on-street parking compliance is voluntary. The City of Janesville provides very little parking enforcement activity.

Discussion

Green Bay is one of many municipalities throughout the United States that prohibits overnight on-street parking. Each City establishes overnight parking restrictions for its own reasons. But there are many reasons for overnight parking restrictions. Following is a summary of reasons that cities (including those in the survey) use as a basis to establish overnight on-street parking restrictions:

1. Vehicles parked on-street 1) pose sight obstructions for motorists, 2) introduce sudden intrusions into traffic such as opening doors and people exiting vehicles, and 3) increase the potential for conflict among opposing traffic due to narrower travel space. These hazards increase at night.
2. Where sidewalks do not exist on all streets, bicyclists and pedestrians use streets curb lanes for movement. Allowing vehicles to park on-street around the clock requires pedestrians and bicyclists to operate in travel lanes, increasing the potential for conflicts.
3. Overnight on-street parking restrictions eliminate long-term storage of trailers and vehicles. Long-term parking and storage of vehicles on-street affects curb appeal of properties, essentially degrading the quality of neighborhoods.
4. Many cities were planned and developed to provide adequate off-street parking for residents. So on-street parking facilities should not be needed to supplement the City's parking needs.
5. Cities sweep and plow streets at night. Vehicles must be removed from streets to complete these tasks effectively.
6. Emergency vehicles cannot traverse narrower streets if they are parked full of vehicles
7. Police Departments use nighttime vacant streets as a tool for surveillance and law enforcement. Perpetrators typically park on the street, walk to the crime scene, and return to their vehicle. Having few or no vehicles parked on-street overnight makes it much easier to identify suspicious vehicles.
8. Many cities maintain an ordinance that any vehicle left on-street for longer than XX hours is classified as abandoned. After that time, the vehicle is removed from the roadway. Without an on-street overnight parking ban, it is much more difficult to identify abandoned vehicles.

Elimination of Green Bay's overnight on-street parking ordinance has been discussed many times over the years. Each time the issue has been discussed, it was concluded that the overnight on-street parking prohibition should remain. Maintaining at least a limited duration of on-street parking prohibition each day keeps vehicles from parking on the street around the clock.

The current overnight on-street parking restriction (3:00 to 5:00 a.m. daily) allows residents to have guests late into the night, but eliminates vehicles from sitting on the street 24/7/365.

Green Bay's current overnight on-street parking exception policy allows even more flexibility over the ordinance restrictions under special circumstances. No set of rules can satisfy all parties. However, Parking Division believes that Green Bay's overnight on-street parking rules are flexible enough to satisfy most circumstances.

The current overnight on-street enforcement policy requires residents to park on-street only in front of their own property. If overnight on-street parking is allowed, it would be impossible to maintain this rule. Parking in front of one's own house overnight has been an item of safety/security concern for local residents. Parking Division routinely receives complaints from local residents about unknown vehicles parking in front of their house overnight.

From a practical standpoint, it is easiest to maintain a year-round singular overnight parking rule for all streets every day of the year. Parking Division has learned that an effective rule should include no more than three (3) points so it can be easily understood. The current on-street overnight parking rules contain the following three points:

- 1) No parking on any City street from 3:00 to 5:00 a.m. daily
- 2) Contact Parking Division to seek permission to park on-street overnight
- 3) Variances to the restrictions can be granted under certain conditions

Although Parking Division's primary mission is to spur compliance of the City's parking ordinances through enforcement, revenue generation is a by-product of that activity. Parking rental and enforcement revenue is the sole source of fund for the Parking Division operating budget. Reduction in parking revenue would require financial assistance from another source. If that alternate source is the City tax levy, then property taxes would most likely need to be increased.

Exceptions to the Overnight On-Street Parking Ban

Green Bay's existing ordinance [Chapter 29.203(12)] allows only single-family and duplex residents (R1 zoning) to park their vehicles on-street overnight for up to six (6) occurrences per year. Each occurrence can last up to two (2) weeks. Parking Division also maintains a process for residents to request more than the six occurrences per year under exceptional circumstances.

Final Considerations

There are many factors involved in a decision to modify the overnight on-street parking ordinance. Laws, rules, and policies are established to establish and maintain public health, safety, welfare, peace, and good order. Parking Division is a major stake holder in any parking ordinance, and is obligated to advise policy-makers so they can make informed decisions. Parking Division's advice is based only on professional/objective knowledge and experience.

If Green Bay's overnight on-street parking ordinance is abolished, the City must be prepared to either live with or address the following issues:

- 1) Increased on-street parking volume around the clock
- 2) Businesses and apartment complexes may not provide adequate off-street parking per zoning code, because their guests and residents can park on-street 24/7/365
- 3) Resident complaints regarding elimination of order to the City's on-street parking program
- 4) Need to modify snow removal, citation, and towing processes
- 5) Increased number of sight distance obstructions at driveways and intersections

- 6) Increased number of vehicle/pedestrian/bicycle conflicts
- 7) Reduced roadway traffic movement space, affecting emergency vehicle movement on narrow streets
- 8) Increased chances of blocked mail boxes and driveways
- 9) Homeless and intoxicated people sleeping in cars
- 10) Increased complaints of 'unknown' vehicles parking in front of properties (i.e. – lowered sense of resident safety and security)
- 11) Increased on-street parking volume in residential areas near large employers with night shifts
- 12) Difficulty in identifying abandoned vehicles
- 13) Elimination of Police Department ability to identify suspicious vehicles parked overnight
- 14) Higher opportunity of theft from vehicles
- 15) Increased competition for on-street parking
- 16) Need to increase public parking education
- 17) Parking Division annual revenue reduction of \$287,425 (2017 revenue) that will need to be made up elsewhere in order for Parking Division to remain financially solvent

Conclusion/Recommendation

Parking Division understands the reason for the request to modify the on-street overnight parking ordinance. No set of rules can satisfy all persons. However, Parking Division believes that Green Bay's overnight on-street parking rules are flexible enough to satisfy most circumstances. A process exists for those who need exemptions to the ordinance.

Therefore it is recommended that no changes be made to City of Green Bay Municipal Code Section 29.203(12) relating to overnight on-street parking. Parking Division believes that Green Bay's benefits of its overnight on-street parking restrictions outweigh any benefits associated with abolishing it.



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

MEETING DATE

May 7, 2018

PREPARED BY

AGENDA ITEM # D.6.

Consideration with possible action on approval of Memorandum of Understanding: Bike Sharing Services between the City of Green Bay and LimeBike.

BACKGROUND

Over the past year, the City's Department of Community & Economic Development staff has been working with community partners to potentially launch a new bike share program in Green Bay. Bike share programs have the capability to help cities provide a new shared use mobility option to residents and visitors. The City is now considering a partnership with the bike share company LimeBike. LimeBike would manage a dockless bike share system in Green Bay that does not require riders to return bikes to designated racks or docking stations. Riders find and unlock bikes using a smartphone app. When users get to their destination, they simply park the bike upright, lock it using the built-in lock, and make sure it's not blocking sidewalks, driveways, crosswalks, bus stops or street corners. LimeBike would hire their own local staff to manage and maintain the system at no cost to the City of Green Bay. System users would be charged \$1 per half hour of use. Students would receive a 50 percent discount.

Fiscal Impact:
None

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. LimeBike_Service_Agreement_MOU_Feb2018_GB Edits+LB
2. GreenBay_LimeBike_28Nov2017

Service Agreement MOU

Bike Sharing Services

This Memorandum of Understanding (MOU) is made this ____ day of 20__, by and between the City of Green Bay ("City") and Neutron Holdings, Inc. DBA Limebike ("LimeBike").

RECITALS

1. A goal of City is to provide safe and affordable multi-modal transportation options to all residents, reduce traffic congestion, and maximize carbon free mobility.
2. Bike share services are a component to help the City achieve its transportation goals and the City desires to make bike share services available to residents and those who work in the City.
3. LimeBike proposes to operate a bike share program within the City.
4. LimeBike will abide by all city ordinances and rules governing the use of public space to efficiently and effectively provide bike share services.
5. LimeBike possesses GPS, 3G, and self-locking technology in its bike fleet such that bikes may be locked and opened by users with an app and tracked to provide for operations and maintenance.

Agreement

1. Exclusive Operator. City designates LimeBike as the exclusive provider of bike share services within its city limits for a term up to 3 years so long as LimeBike continues to operate in compliance with all federal, state, and City laws. This designation is personal to LimeBike and may not be assigned or transferred to any party.
2. Use of City Property. City authorizes LimeBike to use designated public ways solely for the purposes set forth in Section 5 of this Agreement. This authorization is not a lease or an easement, and is not intended and shall not be construed to transfer any real property interest to LimeBike.
3. Permitted Use. LimeBike customers may use the designated public ways solely for parking of bicycles owned and maintained by LimeBike for use in the bike share program. LimeBike shall not place or attach any personal property, fixtures, or structures to City Property without the prior written consent of City.
 - a. Use of the public way, and LimeBike's operations within the City, shall, at a minimum: a) not adversely affect City Property or the City's streets, or sidewalks; b) not adversely affect the property of any third parties; c) not inhibit pedestrian or vehicular movement within the public way or along other property or rights-of-way owned or controlled by the City; d) not create conditions which are a threat to public safety and security; e) not create conditions which are a nuisance under City ordinances. Determination of adverse impact to City

property, inhibition of the pedestrian pathway, and/or creation of nuisance conditions shall rest solely with the City of Green Bay.

b. Upon termination of this MOU by either party, LimeBike shall, at its sole cost and expense, immediately remove its property from the public way.

~~b.c.~~ For the purposes of this Agreement, "bicycles" or "bikes" may refer to standard pedal bicycles, electric assist model bicycles, and/or related mobility products such as electric scooters.

4. Bike parking. The City, at its own discretion, will support the bike sharing program with the installation of bike racks and/or painted bike parking spots, and recommended bike parking spots without racks or painting, in the City to assist with the orderly parking of bikes throughout the City.
5. Coordination with City. LimeBike will coordinate with the City's designated representative to identify preferred bike parking areas for the purpose of supplementing existing City transportation services, which shall be included in the overall bike sharing program.
6. Condition of City Property
 - a. City makes the public way available to LimeBike in an "as is" condition. City makes no representations or warranties concerning the condition of the public way or its suitability for use by LimeBike or its customers, and assumes no duty to warn either LimeBike or its customers concerning conditions that exist now or may arise in the future.
 - b. City assumes no liability for loss or damage to LimeBike's bikes or other property. LimeBike agrees that City is not responsible for providing security at any location where LimeBike's bikes are stored or located, and LimeBike hereby waives any claim against City in the event LimeBike's bikes or other property are lost or damaged.
7. Maintenance and Care of portion of City Property; LimeBike expressly agrees to repair, replace or otherwise restore any part or item of real or personal property that is damaged, lost or destroyed as a result of the LimeBike's use of City Property. Should the LimeBike fail to repair, replace or otherwise restore such real or personal property, LimeBike expressly agrees to pay City's costs in making such repairs, replacements or restorations.
8. Operations & Maintenance. LimeBike will cover all maintenance costs for the bike fleet and maintenance to minimum level of service and reporting outlined in Exhibit A.
9. Indemnification. LimeBike shall defend, pay, indemnify and hold harmless City, its officers, officials, employees, agents, invitees, and volunteers (collectively "City Parties") from all claims, suits, actions, damages, demands, costs or expenses of any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses, including without limitation court costs and reasonable attorneys' fees, resulting from or in connection with loss of life, bodily or personal injury or property damage arising directly or indirectly out of or from or on account of:
 - a. Any occurrence upon, at or from City Property or occasioned wholly or in part by the entry, use or presence upon City Property by LimeBike or by anyone

making use of City Property at the invitation or sufferance of LimeBike, except such loss or damage which was caused by the sole negligence or willful misconduct of City.

- b. Use of LimeBike's bikes by any individual, regardless of whether such use was with or without the permission of LimeBike, including claims by users of the bikes or third parties.
10. Insurance. LimeBike shall procure and maintain for the duration of this agreement insurance against claims for which LimeBike has indemnified the City pursuant to Section 5 of this Agreement. LimeBike shall maintain General Liability limits no less than One Million and no/100 Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury and property damage, and in the sum of One Million and no/100 Dollars (\$1,000,000.00) for injury to or death of more than one person for each occurrence. Each insurance policy shall name the City as an additional insured and it shall be endorsed to state that: (i) coverage shall not be suspended, voided, or cancelled by either party, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to City; and (ii) for any covered claims, the LimeBike's insurance coverage shall be primary insurance as respects the City and any insurance or self-insurance maintained by the City shall be in excess of the LimeBike's insurance and shall not contribute with it. The insurance required to be provided herein, shall be procured by an insurance company approved by City, which approval shall not be unreasonably withheld. A certificate of insurance reflecting these insurance requirements shall be submitted to Risk Management at the City of Green Bay.
11. Compliance with Law. LimeBike at its own cost and expense, shall comply with all statutes, ordinances, regulations, and requirements of all governmental entities applicable to its use of City Property and the operation of its bike share program, including but not limited to laws governing operation of bicycles. If any license, permit, or other governmental authorization is required for LimeBike's lawful use or occupancy of City Property or any portion thereof, LimeBike shall procure and maintain such license, permit and/or governmental authorization throughout the term of this agreement. City shall reasonably cooperate with LimeBike, at no additional cost to City, such that LimeBike can properly comply with this Section and be allowed to use City Property as specified in Section 3, above.
12. Required Reports. LimeBike shall provide reports to the City concerning utilization of its bikes and bike route usage not less than quarterly, and shall cooperate with the City in the collection and analysis of aggregated data concerning its operations.
13. No Joint Venture. Nothing herein contained shall be in any way construed as expressing or implying that the parties hereto have joined together in any joint venture or liability company or in any manner have agreed to or are contemplating the sharing of profits and losses among themselves in relation to any matter relating to this MOU.
14. Term. This agreement shall commence on _____, 20____, (the "Commencement Date") and shall expire on the date that is Three (3) years after the Commencement Date unless earlier terminated pursuant to Section 3, below.
15. Termination. This MOU may be terminated prior to the expiration date set forth in

Section 2, above, upon the occurrence of any of the following conditions:

- a. Upon delivery of written notice from City to the LimeBike terminating this agreement for any reason, or for no reason, by giving at least sixty (60) days' notice to the LimeBike of such termination.
- b. An attempt to transfer or assign this agreement.

LimeBike shall not terminate this agreement without first giving at least 180 days' written notice of plans for termination.

16. Amendment. This MOU may be amended by mutual agreement of the parties. Such amendments shall only be effective if incorporated in written amendments to this agreement and executed by duly authorized representatives of the parties.
17. Permits. The City shall notify LimeBike of any local permits required, if any, of the company for its local operation.
18. Applicable Law and Venue. The laws of the State of Wisconsin shall govern the interpretation and enforcement of this MOU.
19. Counterparts. This agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
- ~~19.20.~~ Fleet Management. Bike shall be "smart bikes" which allow the bike itself to be tracked by GPS or other installed devise in order to manage the fleet's operations.

Executed the day and year first above written, by the parties as follows:

City:

City of Green Bay

_____, [City Official]

LimeBike:

By: _____

Name: _____

Title: _____

Exhibit A

Description of LimeBike's Service Level Agreement

The following performance indicators shall be met and reported to help the City measure our success serving its citizens and improving the livability and mobility of the City of Green Bay. LimeBike will maintain its bikes to be in an excellent state of cleanliness and repair, with a minimum of 90% of deployed bikes operable at any time.

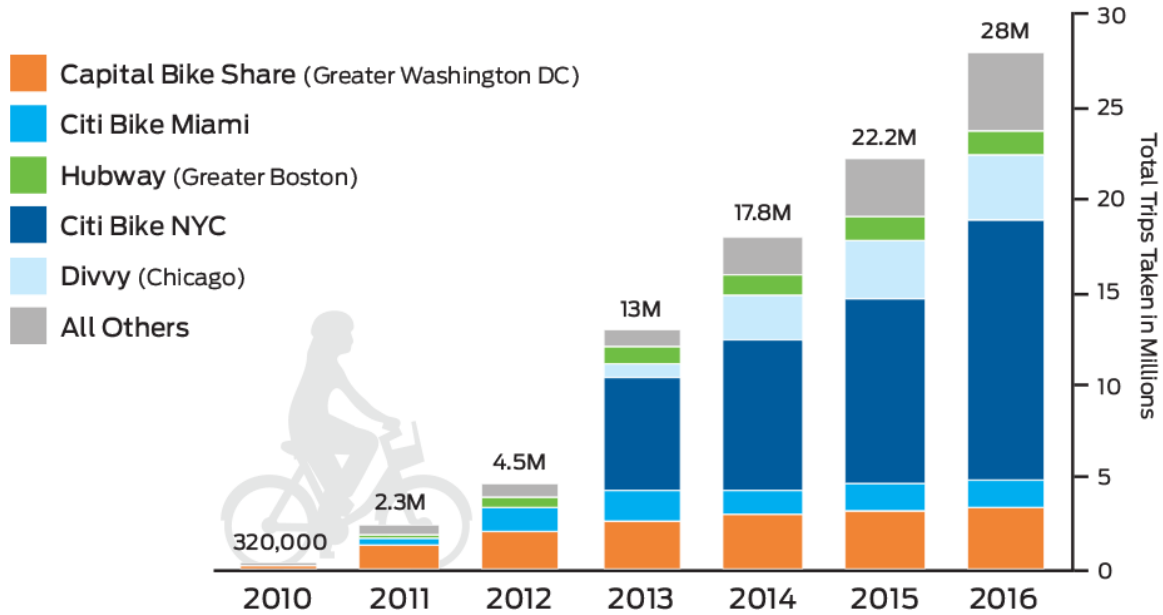
Performance Indicator	Description	Measurement Tool	Minimum Performance Standard	Reporting Frequency
App & customer service support portal	LimeBike reservation system fully operational	Uptime reporting	99.5% uptime.	quarterly
Bicycle distribution	Maps identifying trends in peak bike distribution	Maps showing aggregate usage patterns	Fleet will focus on serving the City of Green Bay	quarterly
Bicycles in service	Bikes in service	Daily uptime reports	Deploy and maintain a minimum of 350 bicycles in service in any calendar month. Bicycles will be phased into deployment over a 6 week period and can be increased based on usage and demand.	quarterly
Report-responsive	Response time to improper bike parking / other problems communicated to Customer Service	Time relative to report logs	Within two (2) hours during business hours between 8am to 8pm Monday through Friday except for State and Federal holidays. For any complaint outside of business hours, within two hours (2) of start of business hours	quarterly



Green Bay Bike Share



Bike Share Ridership in the US by System

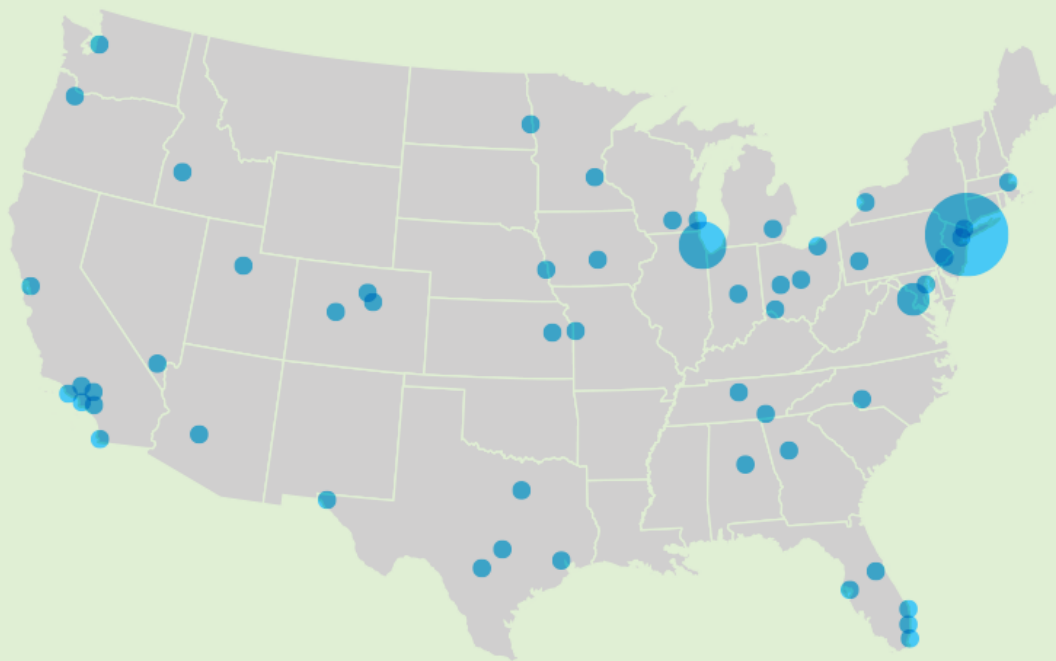


Source: NACTO

55 SYSTEMS

42,000 TOTAL BIKES

AND GROWING



Bike Share in the US 2010-2016

Source: NACTO

Comparable Examples: Milwaukee, Wauwatosa, Madison, Superior, South Bend (IN), Peoria (IL), Bloomington (IL), Champaign-Urbana (IL), Sioux City (IA), and Evansville (IN).

Despite success, traditional station-based bike sharing has challenges

- Expensive: costly to purchase and maintain bikes, expensive for users;
- Inconvenient: docking stations where possible, not based on demand;
- Inequitable: high costs = slow expansion, limited service for limited customer base.





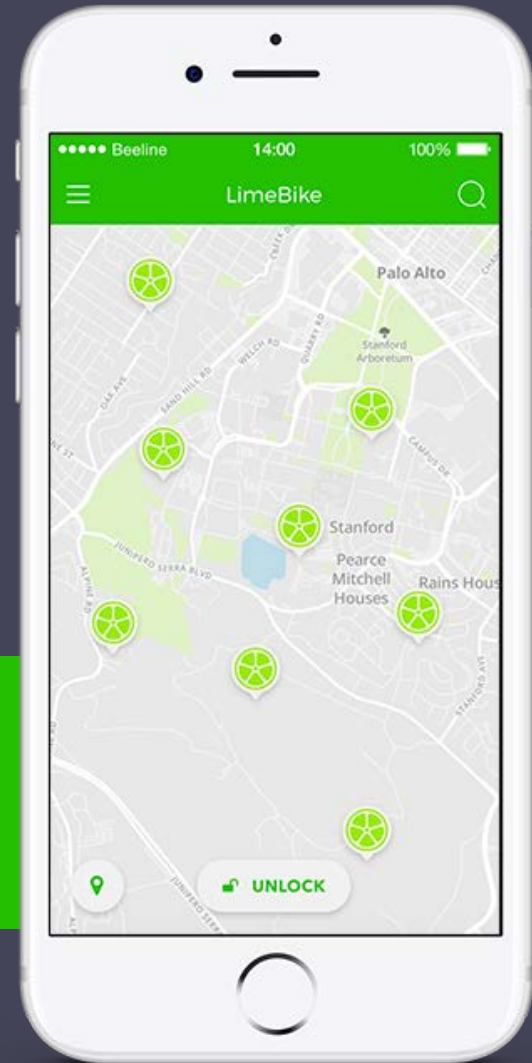
LimeBike seeks to revolutionize urban mobility with smart, dockless bike sharing programs at no cost to cities.

With cutting edge smart bikes and no stations, we can **serve the entire community and scale a flexible fleet** using data to maximize potential program ridership.

Riders easily Locate, Unlock, Ride, and Pay

Bikes are **parked publicly available
anywhere** within an approved geography.

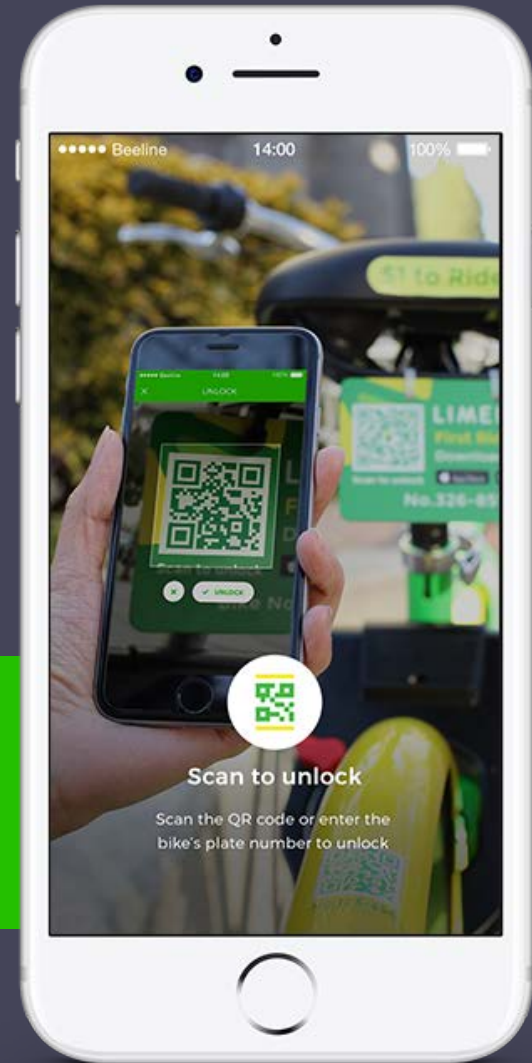
1 Find available bikes on
our live GPS map



Riders easily Locate, Unlock, Ride, and Pay

New technology allows us to create seamless bike sharing experience

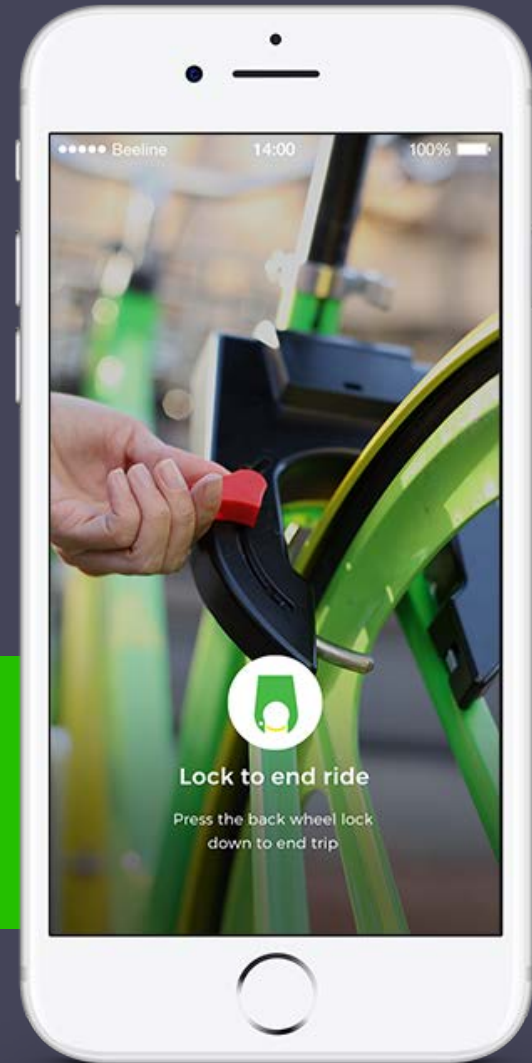
2 Unlock bikes with QR code or plate number



Riders easily Locate, Unlock, Ride, and Pay

Locking the bike to itself means **no new infrastructure is required.**

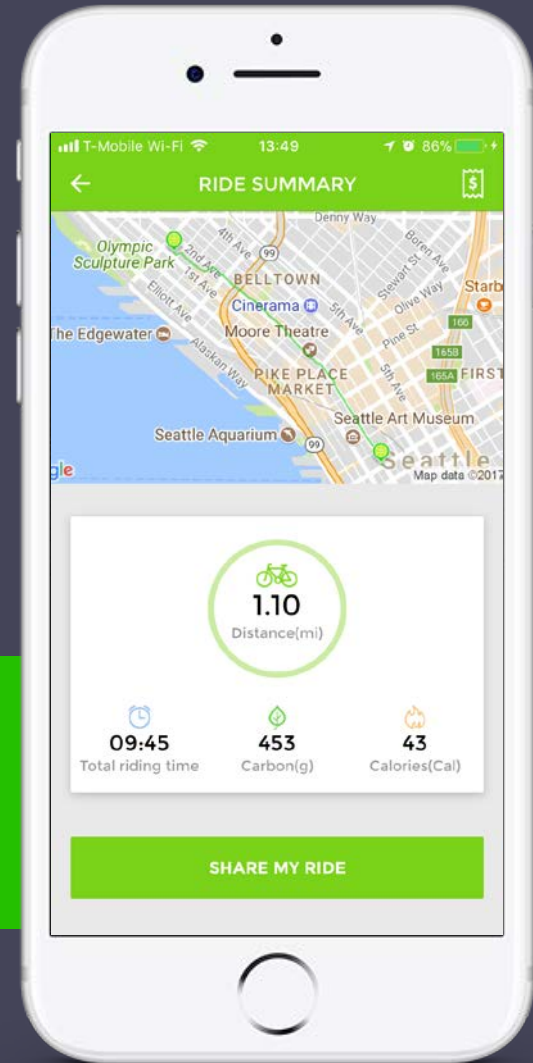
3 Lock the back wheel to end the ride



Riders easily Locate, Unlock, Ride, and Pay

Trip reporting gives **data on usage & billing**,
as well as **carbon & calorie savings**.

4 Easily track and pay
for each ride.



Safe, Reliable & Smart

Our specially designed bikes are CPSC & ISO certified, and safe and comfortable to ride.



- ① Green: Solar panel charges battery supply;
- ② Smart IoT Technology: 3G/GPS enabled, mobile-app synced smart lock.
Safety-Tested: Wider tires, drum brakes, bright color, lights, and frame tested
- ③ with 880 lbs of load and CPSC certified.
Low Maintenance: Airless tires and durable parts to withstand elements and
- ④ frequent use.
Easier to Ride: Lighter frame (vs dock-based bikes) for easier use.
- ⑤ 1, 3, and 8-speeds for more widespread usability.
- ⑥

Affordable Pricing

Plans to make biking a daily habit
and increase ridership

PAY AS YOU GO

\$1 / 30 min.

No hidden charges
such as going over an
initial time block or not
docking a bike.

MONTHLY MEMBERSHIP

\$30 for **100** rides

User will pay additional \$0.50
for all rides exceeding 30
minutes limit.

STUDENTS / CAMPUS

50% Off

Students and university
affiliated groups will enjoy
half price on above pricing
structure.

LOW INCOME

50% Off

LimeBike partners with
low-income providers to
give people ½ off standard
pricing.

Managing dockless operations

On-the-ground team led by a local Manager



Operations: We hire local operations teams to manage our bike fleet and support proper parking. This would be an extension of our Seattle team.

Maintenance: We cover all maintenance and routine bike checks.

Fleet management: Our team rebalances under-utilized bikes to meet higher demand and ensure distribution covers service area.

Customer Service: We provide 2-hour response to urgent issues during regular business hours.

Our approach to smart parking

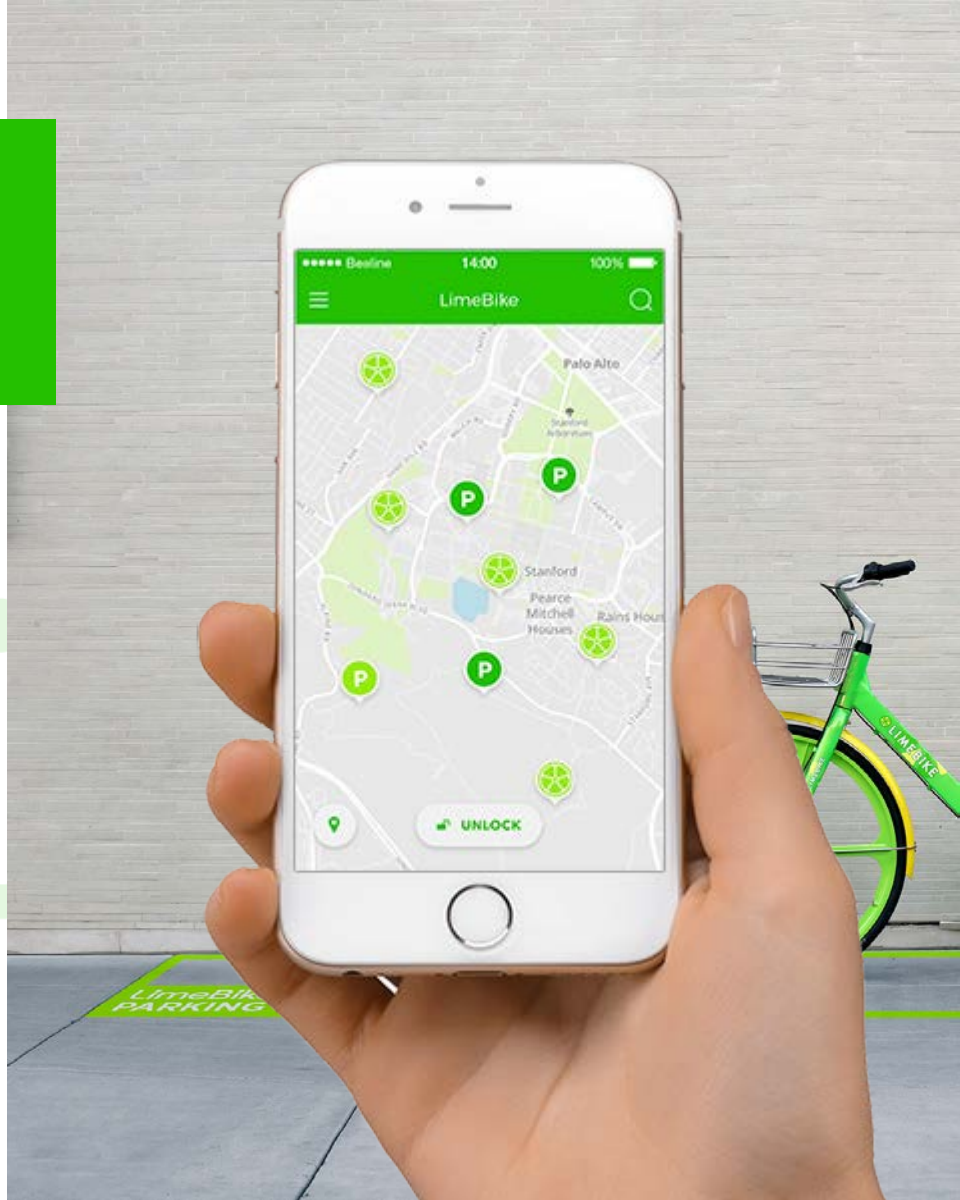
- In-app, PR, and marketing to educate users on legal, appropriate bike parking;
- Geo-fence to identify existing legal and/or unapproved parking areas;
- Reward system for parking properly;
- Partner with cities to develop more bike-friendly parking;
- ... worst case, operations teams respond to parking concerns.



Available
Bikes

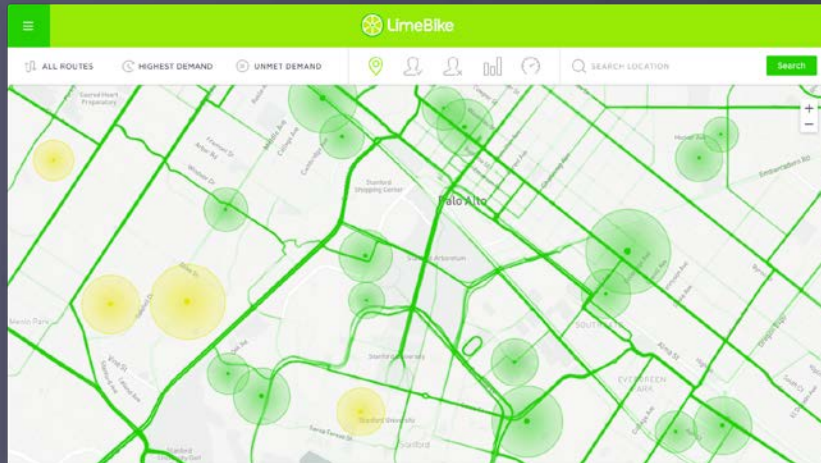


Recommended
Parking Spots





We use data to make city mobility smarter.



- We share our data with cities for smarter mobility planning (in Seattle, through the UW);
- Free of docking stations, we can flexibly scale the optimal fleet;
- The optimal bike sharing program can be designed based on usage and actual bike demand data.



30 markets across the US

Experienced and funded

Experienced team

- US-based and HQd in Silicon Valley;
- Leadership team from top universities;
- Experienced team in tech, local and federal government.
- Members - North American Bike Share Association
- Business Council - U.S. Conference of Mayors

Financial Stability

- Backed by Tier-1 Silicon Valley VC Firms led by Andreessen Horowitz;
- Tens of Millions in Series A & B financing gives us the unique ability to invest in technology and bikes, laying foundation for successful programs;
- Self-sustaining and well-documented long-term financial model.





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

MEETING DATE

May 7, 2018

PREPARED BY

AGENDA ITEM # D.7.

Consideration with possible action on report of the Purchasing Manager:

- A. Request approval to purchase a Striping Machine Body from EZ Liner for \$267,514.
- B. Request approval to purchase a truck chassis from Quality Truck Care for \$101,000.
- C. Discussion with possible action on the award of a contract for Televised Sewer Basin Inspection for an amount not to exceed the 2018 budgeted amount of \$600,000.
- D. Discussion with possible action on the award of a contract for Televised Standard Sewer Inspection for an amount not to exceed the 2018 budgeted amount of \$165,000.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Report of the Purchasing Manager 5-9-18



CITY OF GREEN BAY - PURCHASING DIVISION

TO: I & S Committee
FR: Rick Jensen, Purchasing Manager
DT: May 9, 2018
RE: Purchasing Report
Cc: Steve Grenier, James Brunette, Chris Pirlot, Diana Ellenbecker

Report of the Purchasing Manager:

1. Request approval to purchase a Striping Machine Body from EZ Liner for \$267,514.
2. Request approval to purchase a Truck Chassis from Quality Truck Care for \$101,000.
3. Discussion with possible action on the award of a contract for Televised Sewer Basin Inspection for an amount not to exceed the 2018 budgeted amount of \$600,000.
4. Discussion with possible action on the award of a contract for Televised Standard Sewer Inspection for an amount not to exceed the 2018 budgeted amount of \$165,000.

The following items were openly and competitively offered:

Improvement and Services - Report of the Purchasing Manager					
Description	Spec #	Funding Source	Awarded Vendor	# Responses	\$ Amount
Striping Machine Body		203503E-55140 DPW Ops Equip. Repl.	EZ Liner	2	\$267,515
Chassis for Striping Machine		203503E-55140 DPW Ops Equip. Repl.	Quality Truck	3	\$101,000
Televised Basin Sewer Inspection		403500-55357 Sanitary Sewer TV	TBD	TBD	~\$600,000
Televised Standard Sewer Inspection		403500-55357 412500E-55357 Sanitary & Storm Sewer TV	TBD	TBD	~\$165,000

NOTE:

There are two bids out for the Televised Sewer Inspection with responses due before the I&S meeting on May 9, 2018. The bid results and award recommendations will be provided at the meeting.

CITY OF GREEN BAY QUOTE SUMMARY**Paint Striper Machine**

Dept:DPW	Req #153	VENDOR #1	VENDOR #2
CC #065		EZ-LINER	M-B COMPANIES, INC.
DESCRIPTION		PRICE	PRICE
YEAR/BRAND/MODEL:		2018 EZ-Liner Model #AL240-EX	2018 M-B Maxi-240A Airless Striper Body
PRICE:		\$ 267,514.40	\$ 334,325.47
WARRANTY:		Per Detailed Warranty Information Attached to Quote	Per Detailed Warranty Information Attached to Quote
LEAD TIME:		180ARO/90ARC (after receipt of chassis)	60-90 days ARC
Payment Terms Net 30 Early Payment Discount:		Net 30	Net 30

Recommendation: Award to the lowest responsive, responsible vendor EZ-Liner/HGAC for \$267,514.40.

CITY OF GREEN BAY QUOTE SUMMARY**Cab & Chassis**

Dept:DPW	Req #152	VENDOR #1	VENDOR #2	VENDOR #3
CC #072		Quality Truck Center, Inc.	HGAC BUY	NJPA COOPERATIVE
		DePere		
DESCRIPTION		PRICE	PRICE	PRICE
YEAR/BRAND/MODEL:		2018 Autocar ACMD Xpert	2018 Autocar ACMD Xpert	2018 Autocar ACMD Xpert
PRICE:		\$ 101,000	\$ 103,348	\$ 106,719
WARRANTY:		Per Detailed Warranty Information Attached to Quote	Per Detailed Warranty Information Attached to Quote	Per Detailed Warranty Information Attached to Quote
LEAD TIME:		90-120	90-120	90-120
Payment Terms Net 30 Early Payment Discount:		Net 30	Net 30	Net 30

Recommendation: Award to the lowest responsive, responsible vendor Quality Truck Center for \$101,000.



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

MEETING DATE

May 7, 2018

PREPARED BY

AGENDA ITEM # D.8.

Consideration with possible action on the review and award of the contract SUPERIOR ROAD STORM WATER POND.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

May 7, 2018

PREPARED BY

AGENDA ITEM # D.9.

Consideration with possible action on Agreement for Purchase and Sale of Real Estate at 1012 N. Webster Avenue for the N. Webster Avenue reconstruction project and authorize payments.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

May 7, 2018

PREPARED BY

AGENDA ITEM # D.10.

Consideration with possible action on Relocation Claims for the Webster Avenue project and authorize payments.

BACKGROUND

N. WEBSTER AVENUE - UNIVERSITY AVENUE TO RADISSON STREET

R/W Plat

Parcel

Number Owners Name(s) Location Amount

6 Roger G. DeLaruelle, Sr. 1012 N. Webster Avenue \$41,900

6 Roger G. DeLaruelle, Sr. 1012 N. Webster Avenue 305

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

May 7, 2018

PREPARED BY

AGENDA ITEM # D.11.

Consideration with possible action on applications for Concrete Sidewalk Builder's Licenses by the following:

- A. Brian's Quality Concrete Inc.
- B. Carter Trucking & Excavating Inc.
- C. Evraets Concrete Const. LLC
- D. Precision Flatwork
- E. Ray Jaeger Const. Inc.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

May 7, 2018

PREPARED BY

AGENDA ITEM # D.12.

Consideration with possible action on application for Tree & Brush Trimmer License by Urban Tree Service.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

May 7, 2018

PREPARED BY

AGENDA ITEM # E.1.

Director's Report on recent activities of the Public Works Department.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None