



AGENDA OF THE IMPROVEMENT AND SERVICES COMMITTEE

WEDNESDAY, JULY 26, 2023, 4:30 PM

Immediately following Parks Committee meeting at 4:15 pm.

AMENDED

In person at City Hall, Room 207

Virtual attendance also available via Zoom.

A. Zoom Meeting Information.

I. Join Zoom Meeting Online:

<https://us02web.zoom.us/j/82206544400?pwd=NDdIbm5zNUhBWVU5ckIzMjZ2QT09>

Or call in by phone: +1 312 626 6799

Meeting ID: 822 0654 4400

Passcode: 635662

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

B. Roll Call.

C. Approval of the Agenda.

D. Approval of Minutes.

E. Regular Business.

1. Consideration with possible action on request by Frank and Doris Arcuri, 4083 Champeau Road, to extend the deferral on water main assessments against Parcel 22-SC490-2, until the property is sold or developed.
2. Consideration with possible action on request by Tommy Everman (owner of Gather on Broadway) for permission to reserve two parking spaces in front of 139 North Broadway for pick-up and drop-off of guests during scheduled events on Friday and Saturday nights throughout the year.

3. Consideration with possible action on request by Ald. Grant to require staff to send a letter to residents who will have financial contribution to projects included in the City's Capital Improvement Program.
4. Consideration with possible action on request by Ald. Grant for the City of Green Bay to complete snow and ice management along North Huron Road for Parcel 21-7923.
5. Consideration with possible action on request by Green Viper LLC to dedicate the watermain on west side of Erie Road that is adjacent to the Condominium Development.
6. Consideration with possible action on request by Department of Public Works to purchase the following replacement equipment:
 - a. One 2023 Landing Craft L Series dock and buoy service boat from Workskiff Inc. off GSA Contract #47QSWA18D004E for the purchase price of \$303,044.66 which includes delivery and warranty.
 - b. One 2023 International HV607 tandem axle dump truck chassis from Packer City International off the Sourcewell Contract # 0092-NVS for the cost of \$122,467.00 which includes delivery, warranty, and driver training.
 - c. One 14' dump body and hydraulic controls, one 11' reversible poly plow, and one 10' poly patrol wing from Monroe Truck Equipment off the Sourcewell Contract #062222-AEB-1 for the cost of \$153,508.00 which includes installation on City-owned chassis, warranty, delivery, and driver training.
7. Consideration with possible action on acceptance of 2023 Downtown Parking Study completed by Desman Parking Consultants.
8. Consideration with possible action on request by Department of Public Works to purchase one trailer mounted air compressor from Roland Machinery in the amount of \$25,221.19, using approved 2023 bond funding.
9. Consideration with possible action on request by Department of Public Works to approve an amendment to the State/Municipal Agreement (SMA) between the City of Green Bay and Wisconsin Department of Transportation (WisDOT) for project 4987-14-00/71, Manitowoc Road Sidewalk.
10. Consideration with possible action on request by Downtown Green Bay Inc. to add a public trash can on the west side of Washington Street at the Northland Avenue intersection.
11. Consideration with possible action to accept a grant agreement of \$85,635.00 from the Fund for Lake Michigan to hire a consultant for the East River Flood Mitigation Study.
12. Consideration with possible action to accept the grant agreement contract of \$39,000.00 from the Wisconsin Coastal Management Program to hire a consultant for the East River Flood Mitigation Study.
13. Consideration with possible action on request by Department of Public Works to enforce a 10-year manufacturer warranty to all City-issued/purchased tipper carts.

14. Consideration with possible action on request by Department of Public Works to enter into a Service Authorization Agreement with Berners-Schober Associates, Inc. in the amount of \$50,000.00 for the design of masonry repairs at the West Side Municipal Garage.
15. Consideration with possible action on award of contract PARKING DIVISION SECURITY to Star Protection and Patrol for the period August 1, 2023 through July 31, 2027 in the amount of \$124,800.00 for the first year, with a 5% escalation rate each year thereafter.
16. Consideration with possible action to approve the request by Department of Public Works to award the following contracts at a staff level and report the award at the next Improvement and Services Committee meeting:
 - a. PARKS 8-23 JOANNES AQUATIC CENTER REOOOFING
 - b. PARKS 9-23 BAY BEACH PAVILION REROOF
17. Report the award of contract BRIDGE 3-23 (MAIN STREET BRIDGE B-5-141 EXPANSION JOINT RECONSTRUCTION) to Pheipher Brothers Construction Co., Inc. in the amount of \$306,291.89.
18. Report the award of contract PAVEMENT 3-23 SCHOOL PLACE RECONSTRUCTION to Advance Construction Inc. in the amount of \$1,123,195.30.
19. Consideration with possible action to approve the Assignment and Assumption of License Agreement from Destree Enterprises, Inc. (fka Zoll Stone Center, Inc.) to MPI3 Green Bay, LLC for use of Ashland Avenue rights-of-way.
20. Consideration with possible action to approve and accept a Storm Sewer Easement from Jeffery L. Schroeder for the reconstruction of S. Maple Avenue.
21. Consideration with possible action on a request to extend Isbell Street south of Mason Street to the South Mason Street Frontage Road in order to alleviate traffic issues along the South Mason Street Frontage Road, and to enter into agreements with adjacent property owners pursuant to this opening.
22. Report of actions taken by the Department of Public Works.

A. Granting of Licenses

1. Sidewalk Builder

- a. Global Concrete LLC
- b. Naps Flatwork & Construction

2. Underground Sprinkler System

- a. NEW Irrigation LLC

F. Informational.

1. Presentation of Proposed 2024 Fee Schedule for Chapter 16 Environment and Chapter 42 Utilities.

2. Director's Report on recent activities of the Public Works Department.
3. The next Improvement & Services Committee meeting is scheduled for August 16, 2023.

G. Public Hearings.

H. Adjournment.

- 1) THIS MEETING IS RECORDED: THE VIDEO OF THIS MEETING AND MINUTES ARE AVAILABLE ONLINE AT www.greenbaywi.gov
- 2) ACCESSIBILITY: Any person wishing to attend who requires special accommodation because of a disability, should contact the City Safety Manager at 920-448-3125 at least 48 hours before the scheduled meeting time so that arrangements can be made.
- 3) QUORUM: Please take notice that a majority or quorum of the Common Council will attend this Improvement and Services 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
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

July 26, 2023

PREPARED BY

AGENDA ITEM # E.I

Consideration with possible action on request by Frank and Doris Arcuri, 4083 Champeau Road, to extend the deferral on water main assessments against Parcel 22-SC490-2, until the property is sold or developed.

BACKGROUND

That water main and lateral improvements be ordered in and assessments levied on Champeau Road from Maloney Road to Cul-De-Sac West and that the special assessments against Parcel No. 22-SC490 and Parcel No. 22-SC490-2 be deferred until used (used being defined as connecting to said water or parcel is subdivided) or the parcel is sold, or five (5) years, whichever occurs first. At the time the assessment becomes due, the amount shall be calculated based on the assessment rate in effect at the time of payment. Similar actions were taken by the Common Council of the City of Green Bay on September 16, 2008, and August 23, 2013, extending the deferral until October 12, 2014 and October 19, 2019, respectively. No further deferral requests were received by the City, so the deferred assessments became due on October 19, 2019. In early 2019, the Common Council took action to allow the subdivision of adjacent parcel 22-SC490, prorate the outstanding special assessments against that parcel, and extend the deferrals until October 10, 2024 or until the resulting parcels were sold or developed, whichever came first. This procedural deferral should have also included Parcel 22-SC490-2, but the Arcuri's parcel was inadvertently overlooked.

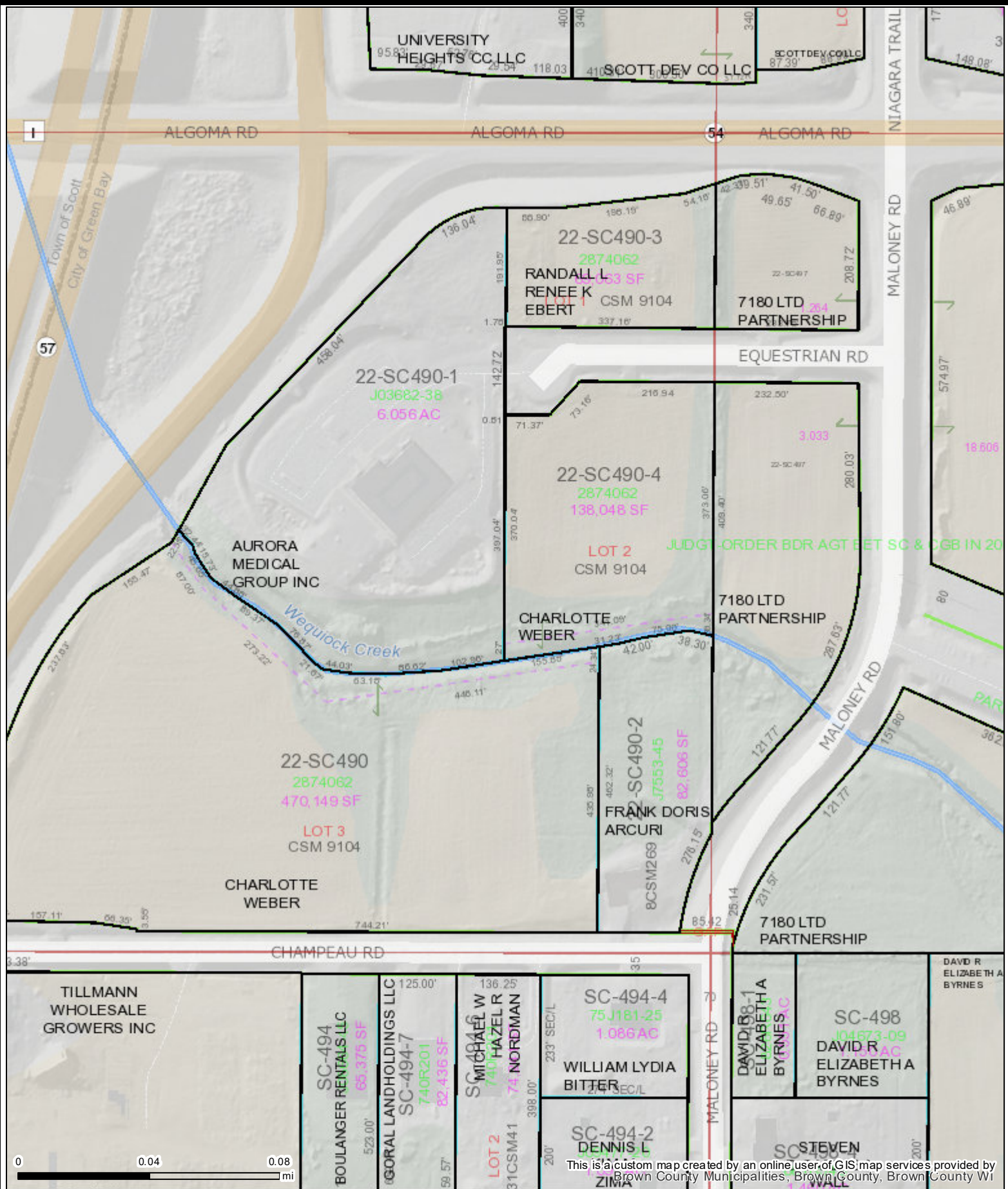
RECOMMENDATION

Approve

FISCAL IMPACT

ATTACHMENTS

- I. 22-SC490-2



22-SC490-2

Map printed on 7/20/2023

1:2,400

1 inch = 200 feet*

1 inch = 0.0379 miles*

*original page size: 8.5"x11"

Appropriate format depends on zoom level

Parcel ownership key

Parcel Boundary

Condominium

Gap or Overlap

"hooks" indicate
parcel ownership
crosses a line

Parcel line

Right of Way line

Meander line

Lines between deeds or lots

Historic Parcel Line

Vacated Right of Way

A complete key (legend) is available at:
tinyurl.com/BrownDogLegend



(920) 448-6480

www.browncountywi.gov

This is a custom map created by an online user of GIS map services provided by Brown County Municipalities, Brown County, Brown County Wi



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

MEETING DATE

July 26, 2023

PREPARED BY

AGENDA ITEM # E.2

Consideration with possible action on request by Tommy Everman (owner of Gather on Broadway) for permission to reserve two parking spaces in front of 139 North Broadway for pick-up and drop-off of guests during scheduled events on Friday and Saturday nights throughout the year.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Gather on Broadway

From: [Tommy Everman](#)
To: [Chris Pirlot](#)
Subject: Drop Off Request
Date: Monday, June 19, 2023 9:07:36 PM

Chris:

As per our phone conversation, I am writing you to request the potential for an occasional drop-off zone in front of Gather (139 N Broadway). It would benefit everyone if we didn't have to submit an application for every event and just have a standing approval for the occasional need.

We would need to have around the length of 2 cars in front of our building for drop-off for some of our larger events (i.e. weddings, large corporate events/fundraisers). We have very nice, large signs that were purchased from a traffic cone website that we currently leave in front every time we get approved from the application process. I can send a picture if it helps. Incidentally, my wife and I saw a lot of this style all over downtown Austin.

Please let me know what other pieces of information that you would need to see if we could get on a committee agenda for this solution.

Thank you!

Tommy Everman - Owner
Gather on Broadway



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

MEETING DATE

July 26, 2023

PREPARED BY

AGENDA ITEM # E.3

Consideration with possible action on request by Ald. Grant to require staff to send a letter to residents who will have financial contribution to projects included in the City's Capital Improvement Program.

BACKGROUND

Most projects in the Department of Public Works Capital Improvement Program (CIP) that will result in special assessments are required to hold a public hearing before the project is approved and assessments levied. A public information meeting is held prior to the public hearing, and all properties so affected are notified of both the public information meeting and public hearing by certified letter. Sidewalk installation and repair projects do not have a similar notification period, as the cost to install and repair sidewalk is the responsibility of the property owner, not the City. If the property owner fails to complete the work in the prescribed time period, the City may complete the work and invoice the property owner, in accordance with state statutes. This results not in a special assessment, but rather a charge for services. Council orders the sidewalk improvements by resolution, and property owners are notified after the resolution is passed. Specific to the North Huron Road project, a request for sidewalk study was brought to the Improvement Services Committee on September 9, 2020. Staff completed the sidewalk study and brought the study back to Committee on February 24, 2021. All normal notification procedures for this item were followed. Committee recommended the installation of sidewalk and assessing of all special charges at that meeting, and that action was approved by Common Council on March 2, 2021. As the action was approved by Council, there was no need to hold any public information meetings prior to the project proceeding. The project then followed normal process for sidewalk, having a resolution passed by Common Council on April 18, 2023. Property owners were subsequently notified after the resolution was passed.

RECOMMENDATION

Receive and place on file

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

July 26, 2023

PREPARED BY

AGENDA ITEM # E.4

Consideration with possible action on request by Ald. Grant for the City of Green Bay to complete snow and ice management along North Huron Road for Parcel 21-7923.

BACKGROUND

Sidewalks are being installed along the east side of North Huron Road between Humboldt Road and the STH 54/57 interchange. This sidewalk installation is the result of common council action taken on March 2, 2021. Initially, it was determined that three parcels, 21-7923, 21-7924-1, and 21-8365, would be responsible for the costs to install and maintain the sidewalks. Subsequent investigation has determined that Parcels 21-7924-1 and 21-8365 would not be responsible for the sidewalk installation and maintenance costs. This leaves a single parcel having sidewalk on North Huron Road responsible for snow removal.

City staff already is responsible for snow removal on the sidewalks on the west side of North Huron Road along the same project limits. Staff will now also be responsible for snow removal along the east side of North Huron Road up to the mid-block between Watercrest Drive and Humboldt Road. Using toolcats for snow removal, City staff would have to drive over the sidewalk in question to continue from their snow removal responsibility limit to their next snow removal location. As clearing the snow from the sidewalk along North Huron Road is directly in line with the snow removal pattern, staff would otherwise have to go into North Huron Road or drive over fallen snow, causing removal difficulties for the property owner, and inclusion of this parcel would not result in additional cost nor effort to the City, it is recommended that this request be approved.

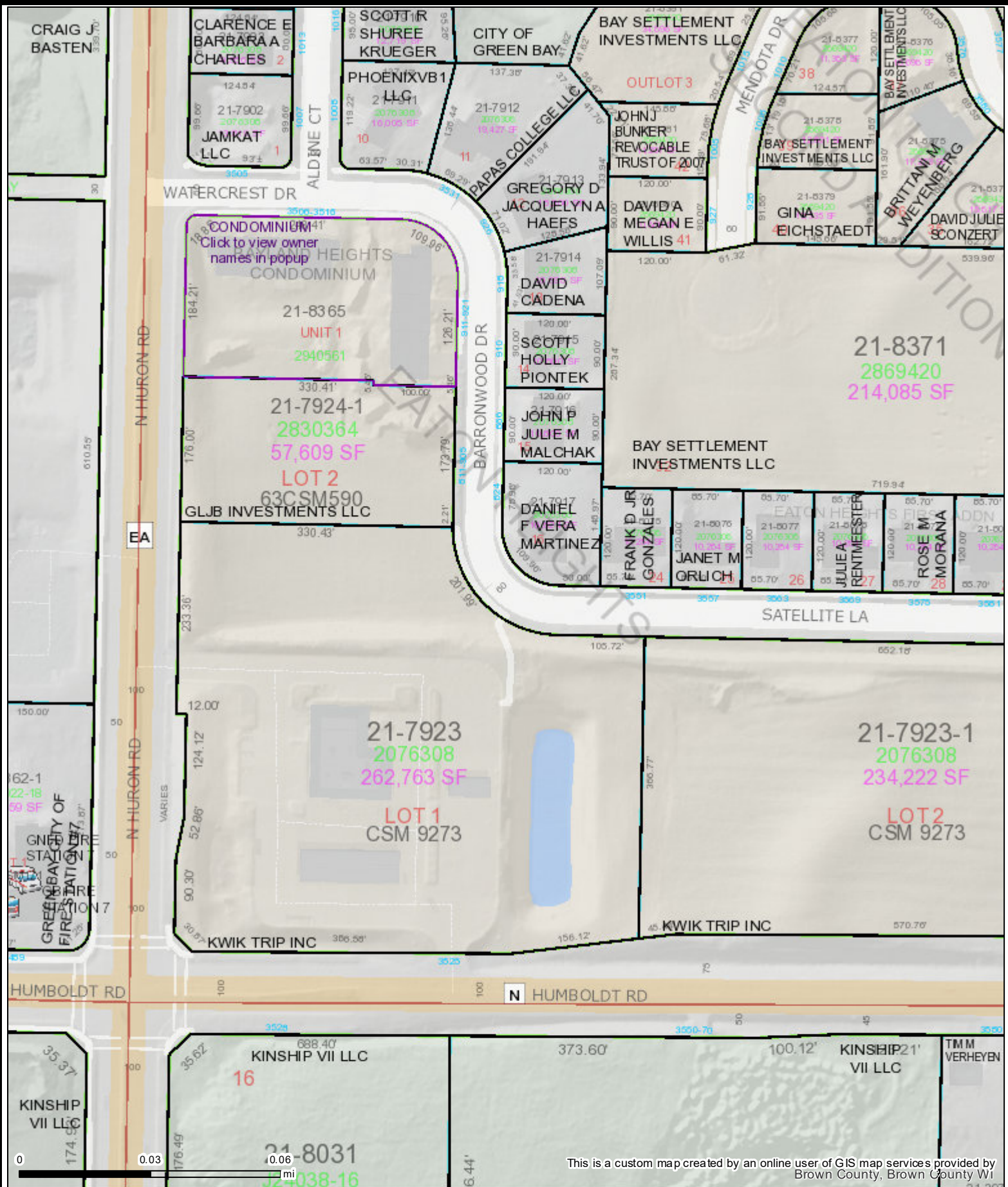
RECOMMENDATION

Approval

FISCAL IMPACT

ATTACHMENTS

- I. Parcel 21-7923



Parcel 21-7923

Map printed on 7/20/2023

1:1,800

1 inch = 150 feet*

1 inch = 0.0284 miles*

*original page size: 8.5"x11"

Appropriate format depends on zoom level

Parcel ownership key

Parcel Boundary

Condominium

Gap or Overlap

"hooks" indicate parcel ownership crosses a line

Parcel line

Right of Way line

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A complete key (legend) is available at:

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This is a custom map created by an online user of GIS map services provided by Brown County, Brown County WI



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

MEETING DATE

July 26, 2023

PREPARED BY

AGENDA ITEM # E.5

Consideration with possible action on request by Green Viper LLC to dedicate the watermain on west side of Erie Road that is adjacent to the Condominium Development.

BACKGROUND

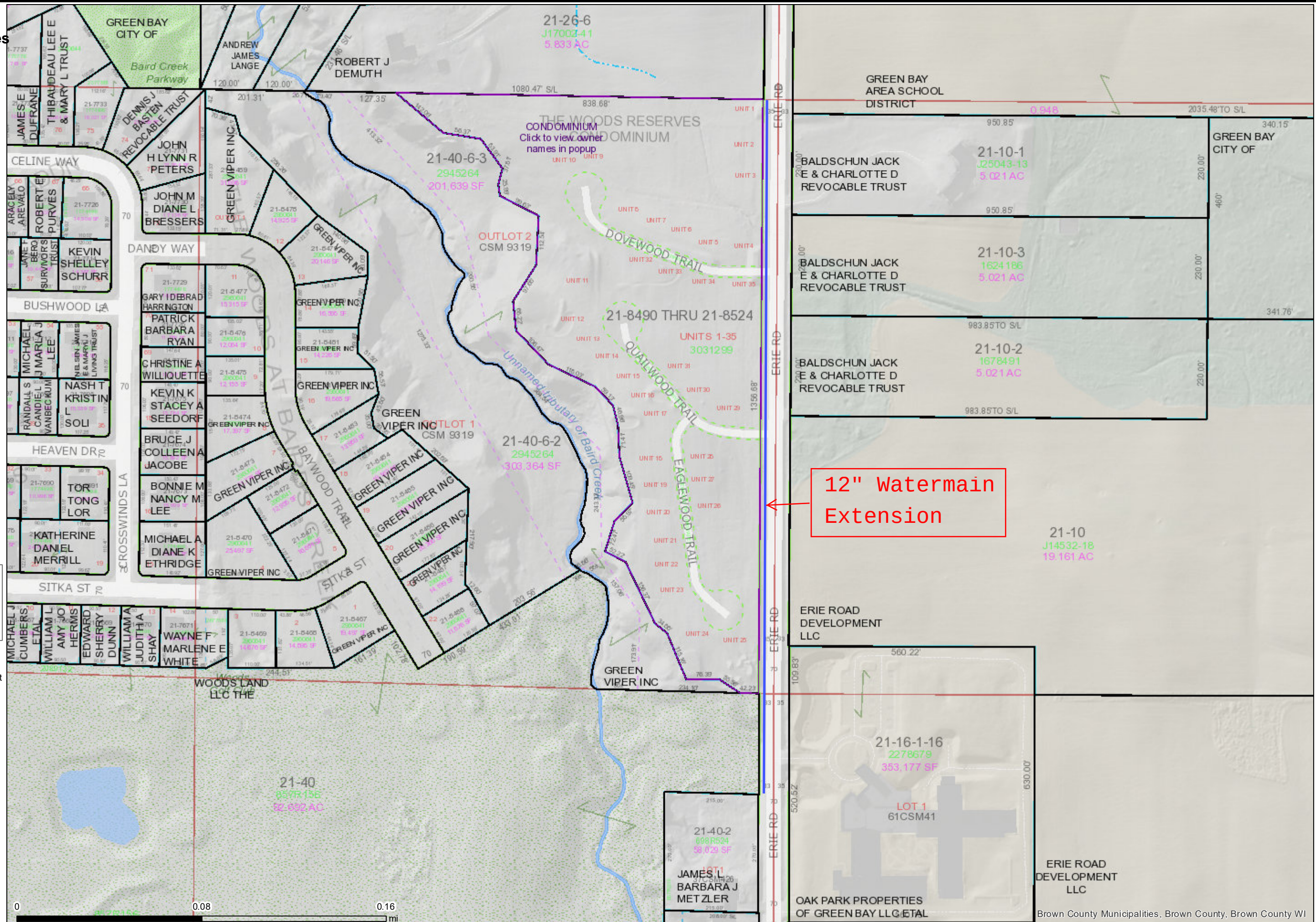
RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. The Woods Reserves Utility and Roadway Public Watermain

The Woods Reserves
Utility & Roadway
Public Watermain



Map printed on
7/20/2023



1:2,400

1 inch = 200 feet*

1 inch = 0.0379 miles*

**original page size is 11 "x 17"*
Appropriate format depends on zoom level

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Brown County Municipalities, Brown County, Brown County WI



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

MEETING DATE

July 26, 2023

PREPARED BY

AGENDA ITEM # E.6

Consideration with possible action on request by Department of Public Works to purchase the following replacement equipment:

- a. One 2023 Landing Craft L Series dock and buoy service boat from Workskiff Inc. off GSA Contract #47QSWA18D004E for the purchase price of \$303,044.66 which includes delivery and warranty.
- b. One 2023 International HV607 tandem axle dump truck chassis from Packer City International off the Sourcewell Contract # 0092-NVS for the cost of \$122,467.00 which includes delivery, warranty, and driver training.
- c. One 14' dump body and hydraulic controls, one 11' reversible poly plow, and one 10' poly patrol wing from Monroe Truck Equipment off the Sourcewell Contract #062222-AEB-1 for the cost of \$153,508.00 which includes installation on City-owned chassis, warranty, delivery, and driver training.

BACKGROUND

- a. The Department of Public Works Storm Water Utility division is currently utilizing a 1949 flatbottom barge to install, remove and service the City's docks and navigation buoys. The current barge has reached its maximum service life and necessary repairs and safety modifications exceed the value; therefore, a replacement has been approved in the 2023 budget.
- b. The Department of Public Works utilizes tandem axle dump trucks for collection of yard waste, hauling construction material and snow fighting operations. The dump body, plow and wing that are mounted on truck 51, a 1996 tandem axle dump truck has reached its maximum service life and the replacement has been approved in the 2023 budget.
- c. The Department of Public Works utilizes tandem axle dump trucks for collection of yard waste, hauling construction material and snow fighting operations. Truck 51, a 1996 tandem axle dump truck chassis has reached its maximum service life and the replacement has been approved in the 2023 budget.

RECOMMENDATION

- a. To purchase one (1) 2023 Landing Craft L Series dock and buoy service boat from Workskiff INC

off GSA contract# 47QSWA18D004E for the purchase price of \$303,044.66 which includes delivery and warranty.

- b. To purchase one (1) 14' dump body and hydraulic controls, one (1) 11' reversible poly plow, and one (1) 10' poly patrol wing Monroe Truck Equipment off the Sourcewell contract# 062222-AEB-1 for the cost of \$153,508 which includes installation on City owned chassis, warranty, delivery, and driver training.
- c. To purchase one (1) 2023 International HV607 tandem axle dump truck chassis from Packer City International off the Sourcewell contract# 00092-NVS for the cost of \$122,467 which includes delivery, warranty, and driver training.

FISCAL IMPACT

ATTACHMENTS

- 1. Dock and buoy service boat quote
- 2. Tandem axle dump body, plow, wing quote
- 3. Tanedm axle chassis quote

WORKSKIFF, INC - INVOICE

500 METCALF ST BLD E
 SEDRO WOOLEY, WA
 98284

Ship To:

GREEN BAY, WI

Requested By: DAVID WIESMAN
Company Name: CITY OF GREENBAY
Quote Number: 28LTT062123
Date: 6/8/2022
Phone Office # 920-492-3751
Phone Mobile #
Email: DAVID.WIESMAN@GREENBAYWI.GOV

Bill To:

Taxable (Y/N) N
Tax Rate 8.60%

GSA 47QSWA18D004E**Quoted By:** Jeff Clark**Quote Expire 30 Days**

ROW	Qty	UM	Description	OPTIONS	Unit Price	Total Price
16	1.00	EA	LANDING CRAFT L SERIES - 28'	INCLUDED	\$ 295,844.66	\$ 295,844.66
17	1.00	EA	D RUBBER FENDER PACKAGE - 3" - 27-28'	INCLUDED	\$ -	\$ -
18	112.00	EA	UHMW FENDER PACKAGE - 3" PER LINEAL FOOT	INCLUDED	\$ -	\$ -
19	1.00	EA	FUEL TANK - 0.190" 5052 - 100 GALLONS	INCLUDED	\$ -	\$ -
20	1.00	EA	T-TOP CONSOLE - 48	INCLUDED	\$ -	\$ -
21	1.00	EA	LEANING BOLSTER SEAT 48"	INCLUDED	\$ -	\$ -
22	1.00	EA	BEACHING PLATE	INCLUDED	\$ -	\$ -
23	6.00	EA	CLEAT - 10" ALUMINUM	INCLUDED	\$ -	\$ -
24	2.00	EA	TRANSOM / TIE DOWN EYE	INCLUDED	\$ -	\$ -
25	1.00	EA	HD BOW EYE - ALUMINUM - 3/4"	INCLUDED	\$ -	\$ -
26	2.00	EA	CONSOLE DOORS - ALUM HD	INCLUDED	\$ -	\$ -
27	3.00	EA	T-BOX DOORS - ALUM HD - FACE MOUNT	INCLUDED	\$ -	\$ -
28	1.00	EA	LADDER MOUNT - UNDER PLATFORM	INCLUDED	\$ -	\$ -
29	1.00	EA	FOOT REST - FIIXED 48	INCLUDED	\$ -	\$ -
30	3.00	EA	BATTERY BRACKET - GROUP 27	INCLUDED	\$ -	\$ -
31	1.00	EA	BATTERY SWITCH PLATE - TWIN	INCLUDED	\$ -	\$ -
32	1.00	EA	FUEL SYS MANIFOLD BKT	INCLUDED	\$ -	\$ -
33	1.00	EA	FUEL FITTING BULKHEAD BKT	INCLUDED	\$ -	\$ -
34	2.00	EA	TRIM TAB BKT	INCLUDED	\$ -	\$ -
35	1.00	EA	ALL ROUND MAST BKT	INCLUDED	\$ -	\$ -
36	2.00	EA	VHF/GPS ANTENNA MOUNT BRACKET	INCLUDED	\$ -	\$ -
37	1.00	EA	WASH DOWN PUMP THRU-HULL PICK UP PIPE	INCLUDED	\$ -	\$ -

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Ship To:

GREEN BAY, WI

38	1.00	EA	7"X12" ALUMINUM HATCH - FRASER BRONZE	INCLUDED	\$	-
39	4.00	EA	10"X14" ALUMINUM HATCH - FRASER BRONZE	INCLUDED	\$	-
40	2.00	EA	QUICK ACCESS RECTANGULAR LIFT OUT HATCHES 18 X 24 - FREEMAN	INCLUDED	\$	-
41	1.00	EA	CRANE FOUNDATION	INCLUDED	\$	-
42	2.00	EA	HANDRAILS - 1" CABIN TOP - 60" L X 5" H - 6063	INCLUDED	\$	-
43	60.00	FT	TIEDOWN RAILS - 1-1/4" SCHED 40 - 6063 - PER FT	INCLUDED	\$	-
44	40.00	GAL	BUILDER'S TRIAL FUEL GAL	INCLUDED	\$	-
45	1.00	EA	BUILDER'S TRIAL	INCLUDED	\$	-
46	70.00	MILES	BUILDER'S TRIAL TRANSPORT - MILES	INCLUDED	\$	-
47	10.00	USD	BUILDER'S TRIAL LAUNCH FEES - \$USD	INCLUDED	\$	-
48	1.00	EA	ENGINE & CONTROLS INSTALLATION - TWIN ENG - 4 STROKE	INCLUDED	\$	-
49	3.00	EA	ENGINE OIL - 4 STROKE - PER GALLON	INCLUDED	\$	-
50	1.00	EA	STAINLESS STEEL 3 BLADE PROPELLER RH - W/HUB KIT	INCLUDED	\$	-
51	1.00	EA	STAINLESS STEEL 3 BLADE PROPELLER LH - W/HUB KIT	INCLUDED	\$	-
52	1.00	EA	MERCURY TWIN ENGINE DIGITAL INSTRUMENT & CONTROL KIT - MECHANICAL	INCLUDED	\$	-
53	1.00	EA	150XL SEAPRO/ GOVT.	INCLUDED	\$	-
54	1.00	EA	150CXL SEAPRO/ GOVT.	INCLUDED	\$	-
55	1.00	EA	CONSOLE - C-CMDR-L-B SERIES - TWIN ENGINE BATTERY SYSTEM - 3 BATTERY STANDARD ELECTRICAL SYS	INCLUDED	\$	-
56	1.00	EA	ELCI 120V AC WITH MAIN 30 A + 1 15A BRKR SURFACE MOUNT BOX (CONSOLE-TTOP)	INCLUDED	\$	-
57	1.00	EA	SHORE POWER 120 VAC SYSTEM - CABIN	INCLUDED	\$	-
58	1.00	EA	SHORE PWR CORD - 30 AMP - 50'	INCLUDED	\$	-
59	1.00	EA	GARMIN GPSMAP 743xsv	INCLUDED	\$	-
60	1.00	EA	GARMIN 24Xd GPS RECEIVER (N2K) - ANTENNA & MOUNT	INCLUDED	\$	-
61	1.00	EA	SS60 THRU HULL DEPTH & TEMP TRANSDUCER 0 DEGREE - USE GPSMAP 5X7/8X0/10X0 SERIES	INCLUDED	\$	-
62	1.00	EA	HYDRAULIC OUTBOARD STEERING1.7 C/I TILT SYSTEM - TWIN	INCLUDED	\$	-
63	1.00	EA	TWIN ENGINE TWIN TANK FUEL SYS - DIURNAL	INCLUDED	\$	-
64	1.00	EA	IMTRA BOW PKG 88 LB THRUST	INCLUDED	\$	-
65	1.00	EA	BILGE SWITCH - BLUE SEAS	INCLUDED	\$	-

WORKSKIFF, INC - INVOICE

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 98284

Ship To:

GREEN BAY, WI

66	2.00	EA	BILGE PUMP SYSTEM W/FLOAT SWITCH - 2000 GPH	INCLUDED	\$	-
67	1.00	EA	HIGH WATER BILGE ALARM - 2 COMPARTMENTS	INCLUDED	\$	-
68	1.00	EA	IN-LINE BLOWER RUL 240 CFM	INCLUDED	\$	-
69	1.00	EA	WASH DOWN PUMP, 25' HOSE & NOZZLE - 5 GPM	INCLUDED	\$	-
70	1.00	EA	AUTO CRANE 4K LB HYDRAULIC EHC4 CRANE 16' NEXSTAR WIRELESS	INCLUDED	\$	-
71	1.00	EA	HYDRAULIC POWER PACK 11GPM 13.0HP HONDA - ELEC	INCLUDED	\$	-
72	1.00	EA	TRIM TABS - ELECTRIC 26' - 36' BOAT 12" X 18"	INCLUDED	\$	-
73	1.00	EA	TRIM TABS - ELECTRIC ACTUATOR HARNESS EXT 20'	INCLUDED	\$	-
74	1.00	EA	WINDLINE UNDER PLATFORM TELE LADDER - 4XB	INCLUDED	\$	-
75	2.00	EA	ALUMINUM ANODE	INCLUDED	\$	-
76	1.00	EA	LANDING CRAFT SERIES - HULL HARDWARE - SELECT WINCH	INCLUDED	\$	-
77	1.00	EA	LANDING CRAFT COMBINATION ELECTRIC & MANUAL BOW DOOR WINCH - AMSTEEL ROPE	INCLUDED	\$	-
78	1.00	EA	T-TOP HARDWARE PACKAGE	INCLUDED	\$	-
79	1.00	EA	DECK SEAT & STORAGE LOCKER 24" - 48" - HARDWARE	INCLUDED	\$	-
80	1.00	EA	LEANING BOLSTER SEAT CUSHION - 48"	INCLUDED	\$	-
81	1.00	EA	BACK REST SEAT CUSHION - 48" - SOLID BACK	INCLUDED	\$	-
82	1.00	EA	DECK SEAT V CUSHION - 48" - MESH BACK	INCLUDED	\$	-
83	3.50	EA	NONSKID ON DECK - PER 100' SQ (ROUND TO NEAREST 0.25)	INCLUDED	\$	-
84	1.00	EA	ENGRAVED PLASTIC LABELS - BUILDER'S INFORMATION BLACK	INCLUDED	\$	-
85	1.00	EA	ENGRAVED PLASTIC LABELS - SHORE POWER INSTRUCTIONS YELLOW	INCLUDED	\$	-
86	1.00	EA	ENGRAVED ALUMINUM LABELS WASHDOWN SEACOCK OPERATION BLACK	INCLUDED	\$	-
87	1.00	EA	ENGRAVED ALUMINUM LABELS - FUEL MANIFOLD OPERATION BLACK	INCLUDED	\$	-
88	1.00	EA	ENGRAVED ALUMINUM LABELS - BUILDER'S PLAQUE BLACK	INCLUDED	\$	-
89	1.00	EA	ENGRAVED ALUMINUM LABELS - FUEL RED	INCLUDED	\$	-
90	1.00	EA	ENGRAVED ALUMINUM LABELS - BATTERY SWITCH STARBOARD ENGINE	INCLUDED	\$	-
91	1.00	EA	ENGRAVED ALUMINUM LABELS - BATTERY SWITCH PORT ENGINE	INCLUDED	\$	-
92	1.00	EA	ENGRAVED ALUMINUM LABELS - BATTERY SWITCH HOUSE	INCLUDED	\$	-
93	3.00	EA	5/8" X 35' BLACK DOCK LINE	INCLUDED	\$	-

WORKSKIFF, INC - INVOICE

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98284

Ship To:

GREEN BAY, WI

94	3.00	EA	FENDER-POLYFORM G4 BUMPERS W/WHIPS - 6.5" X 23" - BLACK	INCLUDED	\$	-
			TUFF - GALVANIZED TRAILER - 13000 LBS. - 28-33 FT - TRPL AXLE TORSION			
95	1.00	EA	TIRE SIZE - ST225/75R15D-DISC BRAKES	INCLUDED	\$	-
96	1.00	EA	BOW STOP TRAILER LADDER	INCLUDED	\$	-
97	1.00	EA	V BLOCK	INCLUDED	\$	-
98	1.00	PKG	LABOR - ENGINEERING - STABILITY	INCLUDED	\$	-
171	X				Subtotal	\$ 295,844.66
172	X				Ship & Handle	\$ 7,200.00
173	X				Sales Tax	\$ -
174	X				Total	\$ 303,044.66

175 X
176 X
177 X
178 X
179 X
181 X
182 X
183 X

ACCEPTANCE OF QUOTE

The above prices, specifications and conditions are satisfactory and hereby accepted.

3.0% Charge for Credit Card Payments

Signature:

Date of Acceptance:



1151 W Main Avenue
DePere, WI 54115
Sales Rep: Troy Redfearn
Ph: (920) 360-4446
www.MonroeTruck.com

J.O. #
Quotation ID: 2MAW003297
Date: 5/25/2023
Valid thru: 6/25/2023
Terms: NET 30
Quoted by: Mark Woelfel
Ph/Fax: 920-347-4181 / 920-336-8118

Quoted to:

GREEN BAY, CITY (OPERATION DIV) (ATTN:)
519 S. ONEIDA ST.
GREEN BAY, WI 54303
Ph: 920-492-3751 / Fax: 920-492-3747
Email:

Chassis Information

Year: 2023	Make: WESTERN STAR	Model: 4700	Chassis Color:	Cab Type: REGULAR
Single/Dual: DRW	CA: N/A	CT: 120.0	Wheelbase: ?	Engine: DIESEL
			F.O. Number #:	Vin:

Notes: ** Due to current Market Conditions, if the Chassis will not be on-ground at Monroe Truck Equipment within 240 calendar days of order date, we will require a minimum 50% down payment before the 210th day. If you are not able to provide a down payment, your Municipality could be subject to a Minimum of 3% - 5% price increase on bid price at time of invoice!

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

Description	Amount
14' CRYSTEEL STAINLESS STEEL DUMP BODY	
- 87" ID 96" OD WIDTH	
- 60" 7 GA STAINLESS STEEL FRONT	
- 52" 7 GA STAINLESS STEEL STRAIGHT SIDES	
- SINGLE PANEL W/RUBRAIL/PRESSED HORIZONTAL SIDES	
* CHANNEL WELDED ALONG DRIVER'S SIDE RUBRAIL	
- 2" SIDE TO FLOOR RADIUS	
- STAINLESS STEEL REAR PILLAR POST / PILLAR CAP / RUBRAIL	
- 52" 1/4" AR450 REAR	
- 1/4" AR450 150,000 PSI YIELD STEEL FLOOR	
- 1/4 A1011 STEEL FRAME MATERIAL	
- 8" WESTERN TUBULAR FRAME STYLE	
- AIR TAILGATE RELEASE	
- 2.5" FULL RIB TAILGATE	
- (3) OVAL CUT-OUTS IN REAR PILLAR	
- FMVSS108 LIGHTS AND REFLECTORS	
- MUDFLAPS FORWARD OF DRIVE TIRES	
- BARE STAINLESS STEEL FINISH (NOT PAINTED)	
ADDITIONAL LARGE DUMP BODY OPTIONS:	
- ELECTRIC BACK-UP ALARM, 97DB	
- 1/2 X 10 GA. X 78" CAB SHIELD 100% WELDED; STAINLESS STEEL	
- 2- D RINGS WELD ON INSIDE OF TAILGATE	
- STAINLESS STEEL FLAT BAR, SINGLE RUNG STEP BELOW RUBRAIL; DRIVER FRONT	
- (3) STAINLESS STEEL FLAT BAR STEPS, DRIVER FRONT	
- DUMP BODY VIBRATOR - ELECTRIC - INSTALLED	
- 1/2" x 120" x 14' DURAPRO LINER W/ BULKHEAD LINED 18" HIGH	
- STAINLESS STEEL LEP AND COVER STRIP, WELDED	
MARATHON M63138 SA HOIST	
- INVERTED TELESCOPIC HOIST	
- GREASEABLE REAR HINGE	
- DUAL STAINLESS STEEL SAFETY PROPS	
- BODY UP LIGHT MOUNTED IN SPREADER CONTROLLER	
PINTLE MOUNT; 1" PLATE WITH 3/4" D-RINGS	
- 30 TON PINTLE HOOK	
- EXTRA SET OF HOLES FOR ADJUSTMENT	
- 7-WAY RV TRAILER PLUG	
- ELECTRIC BRAKE CONTROLL	



Description	Amount
-------------	--------

- PLUMB FACTORY AIR/ELECTRICAL TO REAR

AERO 575 TARP SYSTEM

- 84" ASPHALT TARP
- ALUM TARP ARMS
- TENSION BOW
- FULL ALUM ENCLOSURE
- ELECTRIC MOTOR
- SIDE MOUNT SPRINGS

MTE MC7090 TRUCK PORTION PLOW HITCH

- OFF-SET FOLDING LIFT ARM
- LOW-PROFILE
- POSITIVE TWO POINT LATCH SYSTEM
- NON-TILTING HITCH
- ADJUSTABLE LIFT ARM
- POWDER COAT BLACK
- * CYLINDER; 4X10 DA; NITRIDED ROD
- * RE-INSTALL SUPPLIED BUMPER

MONROE TORSION TRIP EDGE "J" STYLE REVERSIBLE PLOW

- MPPJ45R11-ISTT
- 3/8" POLYMER MOLDBOARD WITH INTEGRAL SHIELD
- (10) 1/2" ONE-PIECE FLAME CUT RIBS
- 2" X 3" X 3/8" TOP ANGLE
- 4" X 4" X 3/4" BOTTOM ANGLE
- (6) ADJUSTABLE 3/4" TORSION TRIP SPRING ASSEMBLIES FOR A TWO-SECTION TRIP
- 4" X 4" X 3/8" CROSS-TUBE SUPPORT
- 3-1/2" X 3-1/2" X 1/2" SEMI-CIRCLE
- (2) 3" X 10" DOUBLE ACTING REVERSE CYLINDERS WITH CUSHION VALVE
- BUILT-IN MONROE LEVEL LIFT ASSEMBLY
- MOLDBOARD AND PUSHFRAME TO BE 100% CONTINUOUSLY WELDED
- ORANGE POLY MOLDBOARD
- PUSH FRAME POWDER COATED BLACK
- CARBIDE W/ COVER BLADE CUTTING EDGE
- * SCREW ADJUSTABLE PARK JACK; INSTALLED
- * MONROE MC6000 QUICK HITCH; PLOW PORTION
- * 11' RUBBER SNOW DEFLECTOR, 12", INSTALLED

MONROE 10' DFPW HD DOUBLE FUNCTION PATROL WING

- TRIP EDGE DESIGN
- RIGHT SIDE MOUNT
- * PARA-GLIDE FRONT POST
- * SINGLE HYD. EXTENDIBLE PUSHARM
- 4" X 6" REAR MOUNTED CROSS TUBE
- * ORANGE POLY MOLDBOARD
- WING STOP
- HARDWARE POWDER COATED BLACK
- * CARBIDE CUTTING EDGE KIT, 3 SECTION
- * WING SIDE AIR BAG
- * WING MIRROR MOUNTED ON PLOW LIGHT BRACKET
- * SINGLE WING MARKER ON TOE END OF WING

MTE CUSTOM HYDRAULICS - ELECTRIC, FORCE AMERICA

- FILTER, HIGH PRESSURE, PARKER; INSTL
- HOT SHIFT PTO W/ 5.6 CU IN LOADSENSE PUMP CUBIC INCH FRONT MOUNT PUMP
- TANK, 30 GAL. STD., FRAME MOUNT, W/FILTRATION, STAINLESS STEEL; INSTL
- VALVE AND ENCLOSURE, FRAME MOUNTED, STAINLESS STEEL
- HYDRAULIC HOSES & FITTINGS FOR SPREADER/PRE-WET/ANTI-ICE/SPARE
- CUSTOM MANIFOLD FOR SPREADER/PRE-WET/ANTI-ICE
- SUPPLY AND INSTALL SEQUENCE VALVES
- FORCE I-GRIP JOYSTICK AND CONSOLE UNITS, CLOSED LOOP AUGER/PRE-WET
- FORCE 6100 GROUND-BASED CLOSED-LOOP SPREADER CONTROL
- PRECISE WIRELESS ROAD TEMP
- STAINLESS STEEL COUPLERS, PLOW ANGLE, WING HEEL, WING HYD PUSHARM, AUGER, SPINNER, PRE-WET

LIGHTING:

Description	Amount
- LED ABL PLOW LIGHTS MOUNTED ON S/S HOOD MOUNTED BRACKETS	
- LED S/T/T LIGHTS MOUNTED IN REAR POSTS AND LIGHT BOXES BELOW REAR BOLSTER	
- DOUBLE STAINLESS STEEL LIGHT BOXES UNDER REAR BOSTER OF BODY	
- SINGLE STAINLESS STEEL LIGHT BOXES MID BODY	
- CLEAR WING LIGHT	
- CUSTOM WIRING TO BACK OF CAB FOR CUSTOMER INSTALLED STROBES	
- REAR POST, MID BODY LIGHT BOXES, REAR OF BODY BOXES, AND BODY BUILDER BOX TO REAR OF CAB (S/T/T & REVERSE)	

Sourcewell Contract number 062222-AEB-1

Quote Total: \$153,508.00

*****Due to current market conditions, pricing is subject to change at time of upfit.**

Terms & Conditions

- Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- State and Federal taxes will be added where applicable. **Out-of-state municipal entities may be subject to Wisconsin sales tax.**
- Restocking fees may be applicable for cancelled orders.
- MTE is not responsible or liable for equipment that does not meet local/state regulations if those laws are not made known at time of order.

By signing and accepting this quote, the customer agrees to the terms listed above and has confirmed that all chassis information listed above is accurate to chassis specs.

Re-Assign (Required for all pool units):	☐ Fleet	☐ Retail	Customer P.O. Number:	Dealer Code:	Sourcewell Member Number:
MSO/MCO (ONLY check if legally required):	☐ MCO	☐ MSO			
Customer Signature:				Date of Acceptance:	



International Trucks is pleased to provide you with this proposal compliant with all terms of the Sourcewell Vehicles and Chassis Contract #060920-NVS awarded to Navistar, Inc for new International Trucks. If you have any questions regarding enrollment in Sourcewell or detailed contract terms and conditions, please see your International Truck sales representative.

PROPOSAL PREPARED FOR:

PROPOSAL PREPARED BY:

<i>Sourcewell Member:</i>	City of Green Bay Public Works	Packer City Int'l Trucks
<i>Contact:</i>	Nathan W.	Mark W.
<i>Address:</i>	100 North Jefferson Street	1695 east Green Bay St
<i>City/State/Zip:</i>	Green Bay, WI 54301	Shawano, WI 54166
<i>Phone:</i>	920-492-3751	920-621-4085
<i>Email:</i>	nathan.wachtendonk@greenbaywi.gov	mwinkler@pctrucks.com

Proposal Number

13388-01

Date

6/26/2023

Quantity of this Specification

1

Single Sourcewell Transaction Total Volume

Chassis			
New International HV607 6x4		\$	99,898.00
Base Chassis List	\$	99,898.00	
Options List	\$	-	22,569.00
Sourcewell Contract Discount			
Volume Incentive		\$	-
Material - Price Increases			
Net Sourcewell Chassis Price			\$122,467.00
Sourcewell Partner Body			
Handling Fee		\$	-
4.00%	\$	-	
Non-Sourcewell Dealer Supplied Body			
Handling Fee		\$	-
5.00%	\$	-	
Additional Post Build Work			
Handling Fee		\$	-
		\$	-
		\$	-
5.00%	\$	-	
Tire Surcharges per tire by brand or type			
Front Tires X 2		\$	-
Rear Tires X the number (4 - 6 - 8 or 12)		\$	-
Service Contracts			
		\$	-
		\$	-
		\$	-
Additional Freight			
		\$	-
Additional Floorplan			
		\$	-
Additional Fees & Taxes			
		\$	-
		\$	-
		\$	-
Final Sourcewell Customer Price FOB		\$	122,467.00
Additional Sourcewell Qualified Content			
Customer Parts Credit		\$400	
Silver Package Award		\$1,200	

Terms:



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

MEETING DATE

July 26, 2023

PREPARED BY

AGENDA ITEM # E.7

Consideration with possible action on acceptance of 2023 Downtown Parking Study completed by Desman Parking Consultants.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2023 Desman parking study recommendation summary
2. 2023 Desman parking study-FINAL

City of Green Bay Parking System Division

2023 Consultant Parking Study

Summary of Recommendations

(July 2023)

In 2022, Parking Division drafted an RFP for a third party to evaluate Green Bay's parking system and advise with recommendations to continue to provide effective services into the future. Two proposals were submitted, and Desman was selected to perform the study. The final study document was submitted in June of 2023. The study yielded twenty-one (21) recommendations.

Detailed information on each study recommendation is included in the report document. Below is a summary of those recommendations, divided into short-, medium-, and long-term time frames for completion.

SHORT TERM RECOMMENDATIONS (0 to 3 YEARS)

- 1 Remove On-Street Time Limits and Implement Escalating On-Street Rates (**OR** Assign 4-Hour Time Limit and Raise Rates for On-Street Spaces)
- 2 Remove 10-Minute Grace Period for Expired Meters
- 3 Parking Meters to Allow Digital Payment
- 4 Eliminate "First 15 Minute Free" Policy
- 5 Raise Off Street Hourly Parking Rates
- 6 Raise Off Street Rental Parking Rates (**OR** Add a Maintenance Surcharge)
- 7 Raise Lost Spitter Ticket Rates
- 8 Address Parking Facility Accessibility and Lighting Conditions
- 9 Extend Parking Enforcement Hours
- 10 Implement License Plate Recognition (LPR) Enforcement Program
- 11 Explore Feasibility of Merchant Validation Program
- 12 Require Privately Owned Parking Facilities to Provide Wayfinding Signing
- 13 Add Pickup/Dropoff Zones Throughout Downtown

MEDIUM TERM RECOMMENDATIONS

- 14 Expand Enforcement to Unmetered Areas Using Passport Technology
- 15 Construct Parking Ramp Adjacent to Broadway
- 16 Relocate Pearl Street On Street Parking Permits to New Ramp
- 17 Remove Main Street Ramp
- 18 Relocate Main Street Ramp Occupants to Pine Street Ramp
- 19 Improve Pedestrian Access to KI Convention Center

LONG TERM RECOMMENDATIONS (4 TO 10 YEARS)

- 20 Automate and Digitize Parking System
- 21 Prepare Facilities for Electric Vehicle Charging Stations

As with past parking studies, Parking Division staff will be evaluating and researching the feasibility of implementing each recommendation noted above. As processes are developed, implementation plans will be brought before Improvements and Services Committed for consideration and possible action.



DOWNTOWN PARKING STUDY

Green Bay, Wisconsin

Prepared by:

DESMAN

Chicago, Illinois
April 2023

TABLE OF CONTENTS

Introduction	2
Background	2
Existing Conditions	2
On-Street Parking	3
Off-Street Parking	8
Revenue	17
Stakeholder Interviews	20
Planned Developments	23
Summary of Existing Conditions	24
Recommendations	26
Appendix	39

FIGURES

Figure 1: Existing Parking Facilities	3
Figure 2: Duncan Liberty Series Purchase Order	6
Figure 3: Passport App Instructions	29
Figure 4: Potential Lot BW Parking Ramp Site	31
Figure 5: Potential Lot F Parking Ramp Site	31
Figure 6: Proposed Parking System Modifications	41

TABLES

Table 1: On-Street Inventory	4
Table 2: On-Street Occupancy	5
Table 3: Off-Street Parking Inventory	9
Table 4: Off-Street Parking Occupancy	10
Table 5: Special Arrangement Permit Rates	12
Table 6: Surface Lot Permit Rates	12
Table 7: Ramp Permit Rates	13
Table 8: Permit Occupancy Data	14
Table 9: Parking Division Historic Revenue	18
Table 10: Planned Developments	24
Table 11: Proposed On-Street Meter Escalating Rate	27
Table 12: Proposed On-Street Meter Rate Alternative	28
Table 13: Proposed Off-Street Rates	33
Table 14: Capital Expense Recovery Surcharge	34
Table 15: Proposed Relocation Logistics	35
Table 16: NPA EV Projections	38
Table 17: Recommendations Review	40

INTRODUCTION

The City of Green Bay has commissioned DESMAN, Inc. to conduct a parking needs and operations assessment for municipal on-street and off-street parking. A similar study was conducted in 2013 to assess the supply, demand, and structural conditions of the parking ramps. This study focuses on policy, technology, and potential garage development sites. Downtown Green Bay offers a mix of commercial, office, retail, government, and residential space. The city is currently responsible for four parking structures and various parking lots located in and outside the downtown. The final report incorporates the summary of existing conditions and recommendations to improve parking operations. Along with understanding future parking needs, the recommendations aim to create a more customer friendly, financially sustainable, and efficient system.

BACKGROUND

DESMAN is a national specialist in parking planning, design, and restoration. We offer a full range of services including Master Planning, Economic Feasibility Studies, Site/Size Selection Analysis, Cost Estimating, Parking Functional Design, Architectural Design, Structural Engineering, Revenue/Access Control System Design, Condition Survey/Due Diligence Studies, and Restoration Engineering. We have been in existence since 1973 and currently operate on a national basis out of nine principal offices. We have a total staff of over 80 people, comprised mostly of Parking Planners, Architects, and Structural Engineers. We have been involved in the planning, design, and restoration of over 5,000 parking projects throughout the United States and abroad. We have a broad range of municipal parking planning with past experience in the City of Green Bay. In addition, our staff has been extensively involved in the development of the ULI Shared Parking methodology.

EXISTING CONDITIONS

Study Area

The study area concentrates on the downtown parking activity both east and west of the Fox River. The area is defined by Mather Street and East River to the north, Mason Street to the south, Quincy Street to the east, and Ashland Avenue to the west. The four city-operated parking ramps and the majority of city-owned surface lots are located within this area. In total, there are 503 on-street metered parking spaces, 1,023 parking spaces within surface lots, and 3,486 parking spaces among the four parking ramps. These spaces include a variety of monthly, leased, and transient parking. **Figure 1** presents a map of the study area and the existing parking facilities within it.

Figure 1: Existing Parking Facilities



Source 1: City of Green Bay ArcGIS Online

ON-STREET PARKING

Most streets within the study area boundary allow on-street parking, meaning drivers can park their vehicles anywhere along the curb with some exceptions. On the east side of the river, the downtown meters are concentrated in the northern half of the study area. There are no on-street meters on the west side of the river, other than in the surface lots. This will become a major topic of discussion as we examine the parking conditions.

Inventory

The City of Green Bay owns and operates 503 on-street meters and 28 reserved permit spaces. All on-street meters operate as single-space meters. The maximum time limits range from 25-minutes to 4-hours. **Table 1** presents the inventory and maximum time limits for on-street meters in study area.

The majority of on-street meters are concentrated between Main Street and Crooks Street. Meters are advantageous to downtown areas by encouraging turnover and increasing revenue. However, turnover is largely dependent on meter time limits and rates, which must have a balance to discourage long-term parkers, such as employees, from occupying on-street spaces instead of utilizing ramps. Meters located in off-street surface lots are included in the off-street parking section of the report.

As presented in Table 1, 394 of the on-street meters have a 2-hour time limit. These meters are located on streets that are heavily zoned for commercial use.

There are 29 4-hour meters concentrated on Washington Street between Doty Street and Stuart Street at angled parking spaces. These are located near a public walkway with pedestrian access to the river. The 4-hour time limit may encourage the use of parks and recreation but may not prevent long-term parkers from occupying the spaces.

The 78 1-hour meters are located near government buildings and the Cherry Street Parking Ramp. There is no clear advantage to having 1-hour meters versus 2-hour meters at these locations. For many patrons, one hour is

Table 1: On-Street Inventory

Time Limit	Location	Inventory
4-Hour Meter	Washington Street	29
2-Hour Meter	Elm Street	20
	Washington Street	63
	Citydeck Court	5
	Northland Avenue	26
	Adams Street	37
	Pine Street	24
	Doty Street	71
	Jefferson Street	65
	Stuart Street	6
	Madison Street	77
1-Hour Meter	Adams Street	29
	Cherry Street	40
	Jefferson Street	9
25-Minute Meter	N Washington Street	2
Total		503
Reserved	Pearl Street	28
Total		28

Source 2: City of Green Bay Parking Division



too short of a time window to complete errands, visit restaurants or shops, etc.

The two 25-minute meters are located adjacent to restaurants. These meters are likely used for food pick-up. The effectiveness of the one-hour and 25-minute meters are up for discussion.

There are 28 spaces located on Pearl Street are reserved for permit parking. These spaces are not metered, but have instructional signage to designate the spaces for permit use only.

Occupancy

On-site data collection was performed to capture a one-time count of on-street parking occupancy. The count was performed at 1:00PM on Wednesday, February 15th. The time period was purposefully selected to capture the peak parking hour for a representative weekday. The data collection helped determine if the demand for parking exceeded the existing supply. The Pearl Street spaces were not included in the counts.

Parking areas are designed to have some percentage of the parking spaces vacant even during peak demand periods. This concept, known as the *practical capacity*, refers to the operational efficiency

of a parking area. Ideally, at least 15% of the parking spaces in a facility would be available to accommodate peak surges of demand. Generally, parking facilities are perceived by its users to be at full operational (effective) capacity when occupancy levels reach 85%. Once this rate is exceeded, potential parkers find it difficult to locate open spaces and are more likely to continue to search for an available space, creating traffic flow problems, frustrating drivers, and ultimately leading them to park elsewhere.

Table 2 presents the parking occupancy for on-street meters.

Evident in Table 2, the on-street demand is incredibly low in comparison to the supply of parking. In total, only 27% of the on-street meters were occupied during the count.

One phenomenon often observed with parking is the number of vehicles parking just outside the metered corridors. At a certain point, to the south and east of downtown Green Bay, on-street parking becomes un-metered. If vehicles are parked in unregulated parking areas just outside of the metered zones, it signals that additional meters are needed for the city to fully capture the on-street parking demand.

Table 2: On-Street Occupancy

Time Limit	Location	Inventory	Occupancy
4-Hour Meter	Washington Street	29	0
2-Hour Meter	Elm Street	20	2
	Washington Street	63	43
	Citydeck Court	5	1
	Northland Avenue	26	4
	Adams Street	37	9
	Pine Street	24	3
	Doty Street	71	18
	Jefferson Street	65	25
	Stuart Street	6	0
	Madison Street	77	3
1-Hour Meter	Adams Street	29	11
	Cherry Street	40	15
	Jefferson Street	9	3
25-Minute Meter	N Washington Street	2	0
Total		503	137
Percent Occupancy			27%

Source 3: DESMAN

The only area where this phenomenon was present is on the south end of the study area beginning at Crooks Street. The east-side boundary was largely vacant. It would be beneficial to regulate and enforce on-street parking all the way to Mason Street on the south end. This will be discussed further in the recommendations section of the report.

Rates

On-street meter rates are priced at \$0.95 per hour. Patrons have the option to pay with coins at the meters, or pay through the mobile phone application, Passport. When paying through the Passport app, there is a \$0.10 convenience fee charged to the user. The meters do not accept digital forms of payment.

The Pearl Street spaces have no meters. It is a two-hour parking zone with a transient rate of \$0.95 per hour. All-day permit parking can be purchased for a monthly fee of \$18.30 plus tax. Currently, the spaces are fully rented as permit spaces.

Under specific circumstances, a meter hood permit may be purchased for \$10 per day. Meter hood permits are used for utility vehicles, contractors, or any requesting entity intending to occupy the space for one or more days. Customers can purchase meter hoods through the online permit program listed under, *Daily Permit*. If the permit is approved, a Parking Division staff member will place a hood on the meter to prevent the general public from parking there.

Equipment

All on-street meters in the City of Green Bay are single-space meters. There are 503 in operation. The current equipment, the Duncan Series 2100, will soon be replaced by new Duncan Liberty Series meters. Both meters are coin-operated only. **Figure 2** presents the purchase order for phase one of the Duncan Liberty Series meters.

Figure 2: Duncan Liberty Series Purchase Order

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
414-847-3770		27188	208	Becky Maccooux	
NOTES					
The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading					
ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	LIBERTY NEXT GEN SINGLE SPACE MECHANISM COIN ONLY GL #: 430505 - 55140	252.0000	EACH	\$217.0000	\$54,684.00
2	LIBERTY-LNG 3 CELL LI-ION BATTERY ICR18 GL #: 430505 - 55140	16.0000	EACH	\$59.0000	\$944.00
3	SINGLE TENERGY LI-ION BATTERY CHARGER GL #: 430505 - 55140	16.0000	EACH	\$46.0000	\$736.00
4	USB SMART CARD READER SCR3310 GL #: 430505 - 55140	1.0000	EACH	\$75.0000	\$75.00
5	SOFTWARE-GEM CLUB LOADER GL #: 430505 - 55140	1.0000	EACH	\$1,500.0000	\$1,500.00
6	LIBERTY COLLECTION CARD/SMART CARD GL #: 430505 - 55140	5.0000	EACH	\$12.0000	\$60.00
7	REMOTE TRAINING SUPPORT AND CUSTOMER-SPECIFIC METER AND BACK OFFICE CONFIGURATION GL #: 430505 - 55140	1.0000	EACH	\$1,500.0000	\$1,500.00
8	FREIGHT & HANDLING GL #: 430505 - 55140	1.0000	EACH	\$3,470.0000	\$3,470.00

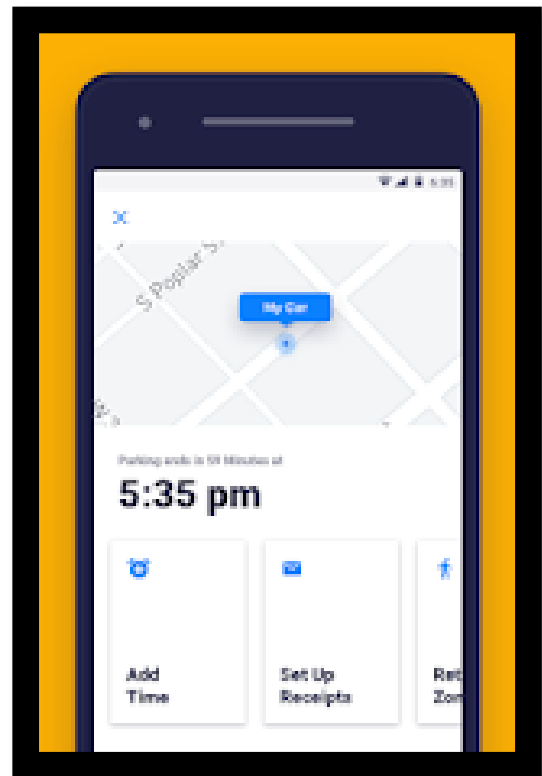
Source 4: City of Green Bay Parking Division

As mentioned previously, the meters do not allow for digital payments. Patrons can pay digitally through the Passport mobile application, which allows secure payments for metered parking using a debit or credit card. The app allows users to monitor their session, extend parking remotely up to the maximum allotted time, and view all parking history. Passport is an extremely valuable tool for the Parking Division. It is expected that within the parking industry, Passport and other similar payment systems will become more prevalent with time.

The new Duncan meters will initially lighten meter maintenance duties. However, single-space meters generally require a significant amount of time, money, and attention to stay in working condition. In comparison to multi-space pay stations and digital payments, single-space meter coin collection is a manual process. A Parking Division staff member must perform periodic coin collections. This process is unsecure, tedious, and inefficient.

Multi-space pay stations offer an advantage over single-space meters despite higher capital costs. Multi-space pay stations cover up to eight parking spaces; for every six to eight single-space meters, there is one multi-space meter. Pay stations also accept digital payments and record license plate information, with the potential to sync with license plate recognition software.

Digital mobile payments, the most efficient method, requires very little effort on the Parking Division's behalf when done through the Passport app. The Passport app allows users to skip the "middle-man" (i.e., the meters) and pay the Parking Division directly, similar to a wholesale system. As mentioned previously, there is a \$0.10 convenience fee charged to the user with every transaction.



Enforcement

Meter rates and time limitations are enforced Monday through Friday from 8:00AM to 6:00PM. Overnight parking is not allowed to accommodate street sweeping, snow plowing, police enforcement, and patrol functions. Parking on Saturdays is enforced from 8:00AM to 4:00PM. Parking on Sundays is not enforced by the Parking Division and is provided at no cost to the user. The Pearl Street spaces are reserved Monday through Friday from 7:00AM to 5:00PM. Although the Police Department does enforce parking seven days per week, it is a low priority function for them.

The current enforcement practices require parking enforcement officers to manually check each meter for expired or unpaid parking. According to the Parking Division, funds were recently approved for License Plate Recognition (LPR) technology that will automate the enforcement efforts. The Roving LPR-equipped city vehicles can detect paid, unpaid, expired, and even stolen vehicles by scanning each license plate as

the enforcement officer drives past. This will benefit the Parking Division by covering more ground with fewer enforcement officers, saving both time and money.

In all but select cities, the state of Wisconsin prohibits the booting and towing of vehicles. Without serious policy reform, there is no immediate solution. The hope is that roving LPR will detect offenders before the situation escalates to a more serious problem.

Signage and Wayfinding

In the downtown area, streets with enforcement or regulations have signage notifying drivers on each block. No particular inefficiencies were identified during the on-site data collection.

Changes Since 2013

Several recommended changes from the 2013 parking study have been implemented with the exception of one key recommendation. The west side of the river, particularly along Broadway, would greatly benefit from on-street meter enforcement. Meter enforcement would encourage customer turnover, generating more revenue for the adjacent merchants and for the city's Parking Division. On-street meter enforcement also incentivizes the use of the off-street parking facilities which are expensive to maintain without proper utilization and payment. This will be discussed further in the recommendations section of the report.



OFF-STREET PARKING

There are several off-street parking facilities located in the study area, however only a selection of these facilities are publicly owned and available. Similar to the on-street circumstances, there is a concentration of public ramps and surface lots on the east side of the river. Off-street parking on the west side in proximity to Broadway is more limited, as will be discussed in the following sections.

Inventory

The City of Green Bay owns and operates 12 surface lots and three of the four parking ramps in the study area. Lot BW, the Library Lot, and River Ramp are privately-owned, but either operated or leased by the Parking Division. **Table 3** presents the inventory and primary use for off-street parking in study area.

Table 3: Off-Street Parking Inventory

Facility	Location	Inventory	Metered Spaces	Notes
Lot A	600 S Adams Street	52	-	Rentals
Adams Street Lot	220 N Adams Street	122	122	2 multi-space meters
Lot B	600 S Broadway (West Side)	93	-	Rentals
Lot BE	540 S Monroe Avenue	30	-	Leased to Howe School
Lot BG	600 S Broadway (East Side)	24	-	-
Lot BW	100 N Pearl Street	118	48	Private lot Managed by Parking Division 48 4-hour meters
Lot CC	100 Crooks Street	15	-	Rentals
Lot CH	100 N Jefferson Street	69	43	Reserved for City Hall staff and municipal vehicles 37 2-hour meters 6 30-minute meters
Lot E	225 S Jefferson Street	98	-	Rentals
Lot F	200 N Chestnut Avenue	212	71	Rentals and leases 62 4-hour meters 9 2-hour meters
Lot G	600 S Jefferson Street	79	-	Rentals
Library Lot	515 Pine Street	38	38	38 2-hour meters
Lot MM	418 N Monroe Avenue	24	-	-
Lot WS	318 S Washington Street	21	-	Vacant
Surface Lot Total		995	322	-
Cherry Street Ramp	202 Cherry Street	801		Open 24/7 - Revenue collection Monday-Friday from 6AM-6PM Free parking on weekends and holidays
Main Street Ramp	300 Main Street	681		Open 24/7 - Revenue collection Monday-Friday from 6AM-6PM Free parking on weekends and holidays
Pine Street Ramp	333 Pine Street	1,843		Open 24/7 - Revenue collection Monday-Friday from 6AM-6PM Free parking on weekends and holidays
River Ramp	101 Pine Street	161	21	Privately-owned ramp Managed by Parking Division Open 24/7 Revenue collection Monday-Friday from 6AM-6PM Free parking on weekends and holidays
Ramp Total		3,486	21	-
Off-Street Parking Total		4,481	343	-

Source 5: City of Green Bay Parking Division

As presented in Table 3, there are 995 spaces in the surface lots and 3,486 spaces in ramps for a total of 4,481 off-street municipal parking spaces within the study area, excluding private facilities. The spaces within these facilities have a variety of primary uses ranging from transient parking, permit parking, meters, and leases.

Occupancy

On-site data collection was performed to capture the peak period for off-street parking occupancy. The counts were performed at 10:00AM and 2:00PM on Wednesday, February 15th. These time periods were purposefully selected to capture the peak parking hour for a representative weekday. The data collection

helped determine if the demand for parking exceeded the existing supply. Similar to the on-street parking section, the practical capacity should not exceed 85% occupancy. **Table 4** presents the actual parking occupancy for off-street facilities.

Table 4: Off-Street Occupancy

Facility	Location	Inventory	Metered Spaces	Occupancy	
				10AM	2PM
Lot A	600 S Adams Street	52	-	67	60
Adams Street Lot	220 N Adams Street	122	122	40	43
Lot B	600 S Broadway (West Side)	93	-	11	9
Lot BE	540 S Monroe Avenue	30	-	56	75
Lot BG	600 S Broadway (East Side)	24	-	6	6
Lot BW	100 N Pearl Street	118	48	83	69
Lot CC	100 Crooks Street	15	-	9	-
Lot CH	100 N Jefferson Street	69	43	43	46
Lot E	225 S Jefferson Street	98	-	37	38
Lot F	200 N Chestnut Avenue	212	71	75	80
Lot G	600 S Jefferson Street	79	-	32	36
Library Lot	515 Pine Street	38	38	9	12
Lot MM	418 N Monroe Avenue	24	-	0	0
Lot WS	318 S Washington Street	21	-	-	-
<i>Surface Lot Total</i>		995	322	468	474
Cherry Street Ramp	202 Cherry Street	801	-	279	262
Main Street Ramp	300 Main Street	681	-	79	122
Pine Street Ramp	333 Pine Street	1,843	-	628	627
River Ramp	101 Pine Street	161	21	99	86
<i>Ramp Total</i>		3,486	21	1,085	1,097
Off-Street Parking Total		4,481	343	1,553	1,571
Percent Occupancy				35%	35%

 Peak Occupancy

Source 6: DESMAN

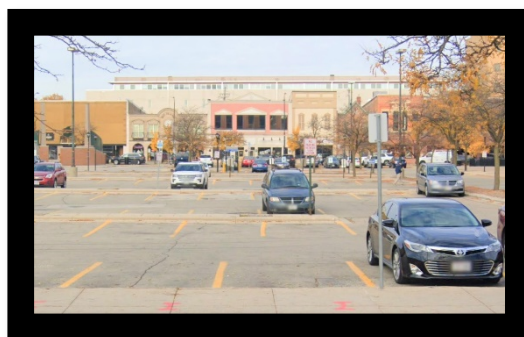
Evident in Table 4 and similar to the on-street occupancy data, the demand for off-street parking is incredibly low in comparison to the supply. The peak parking period occurred at 2:00PM when only 35% of the off-street spaces were occupied.

Prior to the COVID-19 pandemic in 2020, parking in downtown Green Bay was more limited in supply. There was a high demand for ramp parking. In the current year with hybrid work models and recovering

downtown businesses, it appears that downtown Green Bay has an over-abundance of off-street parking. The occupancy does not come close to exceeding the 85% practical capacity. This is not a planning flaw, but rather a consequence of pandemic vacancy.

Rates

In an effort to incentivize parking in off-street facilities, the rates for ramps and surface lots are generally priced lower than on-street parking. The hourly rate in the ramps is \$0.85 per hour. The surface lots are priced at \$0.95 per hour with exception of the Adams Street Lot and Lot PS which are priced at \$1.10 per hour.



The ramp monthly rates are set to decrease beginning at 50 spaces and escalating significantly with every 100 spaces purchased. For example, the monthly rate for one space in the Cherry Street Ramp is \$80.30. When purchased in bulk, the monthly rate per space can be as low as \$36.14 for 1,000 spaces or more. That is a 55% discount. This is an extremely low rate for parking. Although there is not currently an entity renting this many spaces, the volume discount escalates far too quickly. A proposed pricing structure is provided in the recommendations section of the report.

For surface lots, the hourly parking rates range from \$0.95 - \$1.10. In addition to hourly fees, monthly permits can be purchased individually and/or in-bulk.

Table 5 presents the surface lot permit rates, while **Table 6** presents special permit arrangements that certain entities have with the city. **Table 7** presents ramp permit rates. **Table 8** presents the permit occupancy in each of the facilities, including the entity and the price per permit.

Table 5: Special Arrangement Permit Rates

Facility	Entity	Monthly Group Rate	Notes
HM	Howe/Moravian	\$48.70	On-street spaces
J	Main/Irwin	\$17.90	-
MR	Hyatt	\$20.47	Rate fixed until October 2027 with 20% increase thereafter
PR	Hotel Northland	\$36.50	Rate fixed until January 2027 with 10% increase thereafter
Q	520 South Oneida Street	\$16.30	Development site

Source 7: City of Green Bay Parking Division

Table 6: Surface Lot Permit Rates

Facility	Location	Hourly Rate	Monthly Individual Rate	Monthly Group Rate	Notes
Lot A	600 S Adams Street	\$0.95	-	\$17.90	Tax-exempt
Adams Street Lot	220 N Adams Street	\$1.10	-	-	-
Lot B	600 S Broadway (West Side)	\$0.95	\$18.20	\$18.20	-
Lot BE	540 S Monroe Avenue	\$0.95	-	\$12.00	Tax-exempt
Lot BG	600 S Broadway (East Side)	\$0.95	-	\$9.60	-
Lot BW	100 N Pearl Street	\$1.10	\$48.70	-	-
Lot CC	100 Crooks Street	\$0.95	-	\$48.70	-
Lot CH	100 N Jefferson Street	\$0.95	-	-	-
Lot E	225 S Jefferson Street	\$0.95	\$48.70	E1: \$48.70	Tax-exempt
				E2: \$48.70	-
				E3: \$48.70	Tax-exempt
Lot F	200 N Chestnut Avenue	\$0.95	\$34.80	F1: \$23.10	-
				F2: \$34.80	-
				F3: \$28.60	-
Lot G	600 S Jefferson Street	\$0.95	-	\$17.90	Tax-exempt
Library Lot	515 Pine Street	\$0.95	-	-	-
Lot MM	418 N Monroe Avenue	\$0.95	\$48.70	-	-
Lot WS	318 S Washington Street	\$0.95	-	\$48.70	Currently not rented

Source 8: City of Green Bay Parking Division

Table 7: Ramp Permit Rates

Facility	Location/Quantity	Hourly Rate	Monthly Rate	Notes
Cherry Street Ramp	Transient/General Public	\$0.85	\$80.30	-
	Roof	-	\$58.50	Pre-2007 patrons
	Enclosure	-	\$61.60	-
	0-49 Stalls	-	\$80.30	100% rate
	50-100 Stalls	-	\$76.29	95% rate
	101-200 Stalls	-	\$72.27	90% rate
	201-300 Stalls	-	\$68.26	85% rate
	301-400 Stalls	-	\$64.24	80% rate
	401-500 Stalls	-	\$60.23	75% rate
	501-600 Stalls	-	\$56.21	70% rate
	601-700 Stalls	-	\$52.20	65% rate
	701-800 Stalls	-	\$48.18	60% rate
Main Street Ramp	Transient/General Public	\$0.85	\$69.90	-
	Roof	-	\$50.90	Pre-2007 patrons
	0-49 Stalls	-	\$69.90	100% rate
	50-100 Stalls	-	\$66.41	95% rate
	101-200 Stalls	-	\$62.91	90% rate
	201-300 Stalls	-	\$59.42	85% rate
	301-400 Stalls	-	\$55.92	80% rate
	401-500 Stalls	-	\$52.43	75% rate
	501-600 Stalls	-	\$48.93	70% rate
	601-700 Stalls	-	\$45.44	65% rate
Pine Street Ramp	Transient/General Public	\$0.85	-	-
	Roof		\$50.90	Pre-2007 patrons
	0-49 Stalls		\$69.90	100% rate
	50-100 Stalls		\$66.41	95% rate
	101-200 Stalls		\$62.91	90% rate
	201-300 Stalls		\$59.42	85% rate
	301-400 Stalls		\$55.92	80% rate
	401-500 Stalls		\$52.43	75% rate
	501-600 Stalls		\$48.93	70% rate
	601-700 Stalls		\$45.44	65% rate
	701-800 Stalls		\$41.94	60% rate
	801-900 Stalls		\$38.45	55% rate
	901-1000 Stalls		\$34.95	50% rate
	>1000 Stalls		\$31.46	45% rate
River Ramp	Transient/General Public	\$1.10	-	-
	0-49 Stalls	-	\$80.30	100% rate
	50-100 Stalls	-	\$76.29	95% rate
	101-200 Stalls	-	\$72.27	90% rate

Source 9: City of Green Bay Parking Division

Table 8: Permit Occupancy Data

Facility	Entity	Permits	Monthly Rate
Lot A	Bellin Memorial Hospital	52	\$17.90
Lot B	Thought, LLC	11	\$18.20
Lot BE	Board of Education	30	\$12.00
Lot BG	Chefbop LLC & Rum Runners	24	\$9.60
Lot CC	Smet/Washington Street Depot	15	\$48.70
Lot E	BC Sheriff Dept. Non-Super Labor Assoc,	14	\$48.70
	Jefferson Court	31	\$48.70
Lot F	On Broadway, Inc.	81	\$23.10
	Miscellaneous	31	\$34.80
	Platten Place Building (Goldfinch Management)	38	\$28.60
Lot G	Bellin Memorial Hospital	79	\$17.90
Lot HM	-	0	\$48.70
Lot MM	-	0	\$48.70
Lot PS	Kieddinger/154 N Broadway, LLC	28	\$18.30
Lot WS	-	0	\$48.70
Surface Lot Total		434	\$10,606.60
Cherry Street Ramp	Individuals	101	\$76.40
	Brown County	2	\$76.40
	Capital Credit Union	4	\$76.40
	Digi-Copy	4	\$76.40
	Girl Scouts	1	\$55.70
	ISG	56	\$76.40
	Nicolet National Bank	86	\$76.40
	Nicolet Joint Ventures	144	\$68.76
	SRG	9	\$76.40
	Dumpster Alley	1	\$61.60
Main Street Ramp	Individuals	7	\$66.50
	Associated Bank	201	\$57.85
	Hyatt Hotel	108	\$20.47
Pine Street Ramp	Individuals	79	\$66.50
	Berner-Schober	53	\$48.40
	Brown County	2	\$60.80
	Bug Tussel	59	\$66.50
	Dental Associates	47	\$63.18
	Hotel Northland	2	\$66.50
	Schreiber Foods	625	\$43.23
	YMCA	34	\$66.50
Ramp Total		1,625	\$88,585.66
Total		2,059	\$99,192.26

Note: The total revenue represents the permit revenue per month. The annual permit revenue is twelve times the amount shown in the table.

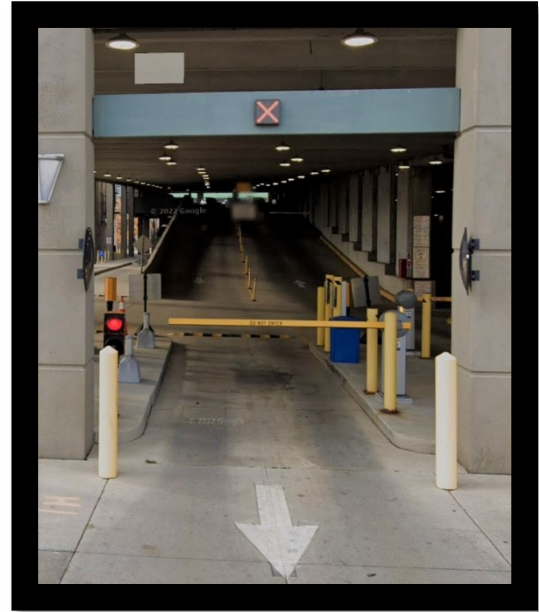
Source 10: City of Green Bay Parking Division

Equipment

Parking Access and Revenue Control Systems (PARCS) are used to control access to parking facilities. In 2017, the Parking Division upgraded the existing PARCS equipment through SKIDATA in the Main Street Ramp, Pine Street Ramp, and Cherry Street Ramp. Equipment includes:

- 10 Lite.Gate entry stations
- 8 Lite.Gate exit stations
- 6 Easy.Cash pay stations
- 18 Barrier.Gate stations
- Skidata PA-DSS 3.0 compliant Parking.Logic software

The SKIDATA equipment processes credit cards and permits, but does not communicate with the Passport app. For this reason, all permit processing must be done manually either by the Parking Division or by the purchasing institution.



The Adams Street Lot is the only facility that is managed using two multi-space pay stations. The pay stations are T2-Luke II-100B purchased from the City of Appleton in 2014. This equipment accepts digital payment methods. As an alternative, Passport is available for payment.

Enforcement

Ramp rates are enforced Monday through Friday from 6:00AM to 6:00PM. Surface lot rates are enforced 8:00AM-6:00PM. Overnight parking is allowed in the ramps, but not in the surface lots. Parking on the weekends is not enforced and is provided at no cost to the user.

Enforcement is a simpler process due to the nature of off-street parking facilities. The PARCS equipment, mentioned in the previous section, ensures that all vehicles pay in some form. In facilities without PARCS equipment, such as the River Ramp and most surface lots, parking enforcement officers are required to manually check each vehicle in a similar manner to on-street parking. The implementation of roving LPR will improve enforcement efforts for the Parking Division, both on- and off-street. Booting and towing is not an option for vehicles parking in off-street facilities, but LPR should help mitigate the situation.

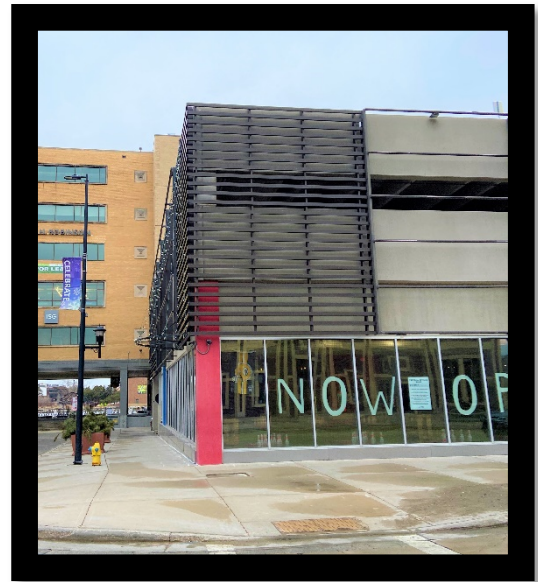
Signage and Wayfinding

DESMAN took notice of municipal parking signage directing drivers to the Main Street, Pine Street, and Cherry Street ramps. Parking signage was sufficient with the exception of one facility: the River Ramp. Both first-hand experience from data collection and feedback from stakeholders revealed that the River Ramp lacks signage to identify the structure and its entry/exit. The photo on the right shows the façade of the River Ramp from an on-street view. The ramp lacks a way for drivers to quickly identify the ramp and parking entrance when driving on Washington Street.

The issue with the River Ramp signage is that it is not a publicly-owned facility and therefore, the Parking Division does not provide directional signage. The owners of the facility, Foxconn, would need to provide signage for the ramp. The following section will go into detail on the terms of the River Ramp agreement.

River Ramp Agreement

As mentioned previously, the River Ramp is a privately-owned facility. It was built as part of the re-purposing efforts of the Watermark Building in 2011. Both the building and parking ramp are owned by FEWI (Foxconn). The development agreement requires the Parking Division to manage the ramp for a minimal fee of \$10,000 annually. It also requires the city to pay taxes of greater than \$50,000 on the ramp, to pay condo fees on the ramp parking spaces, and does not provide an exit strategy. The terms of the agreement are unpopular among the Parking Division due to the losing financial proposition.



The River Ramp is not intended for public parking. Rather, it was built to accommodate parking for residents and visitors of the Watermark Building. For this reason, there is no public directional signage because the Parking Division provides directional signage only for public parking facilities. While there are public parking meters in the ramp intended for public use, it is not a public parking facility. It is a privately-owned ramp that Parking Division is required to manage for the owner at a financial loss.

Even though this facility is privately-owned, it is still difficult for drivers to locate the parking ramp entrance. The recommendations discuss a solution to the lack of signage at private facilities.

Lot BW Agreement

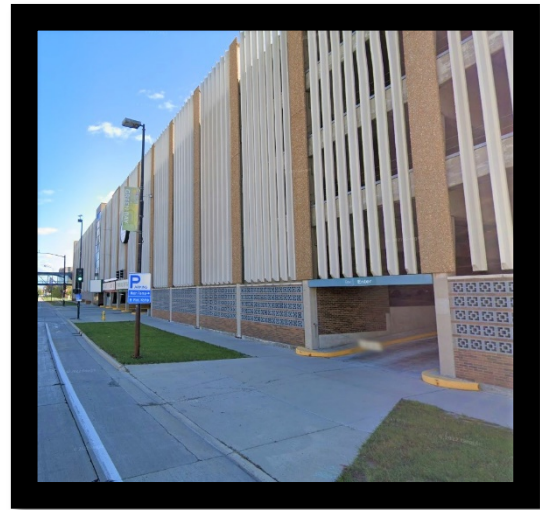
Lot BW is a 118-stall surface lot owned by Pete's Annex, LLC. The lot contains a combination of public metered spaces, employee spaces, business guest spaces, and permit spaces. An agreement between the City of Green Bay and Pete's Annex was formalized in 2018 to authorize the city to install signage and meters, maintain pavement markings, perform sweeping and plowing duties, perform landscaping maintenance, provide parking enforcement, and provide permit parking administration services to the owner. The owner is responsible for construction and repairs to the facility. Although the owner sets parking rates and operational hours, the city can advise the owner of market rate trends and parking industry practices. The agreement expires in December 2023, however there is an option to extend it. There does not appear to be issues with the arrangement at this time.

Main Street Ramp Agreement

Schreiber Foods is a major employer in Green Bay, located directly adjacent to the Main Street Ramp. The city has an agreement with Schreiber Foods that allows them to claim the land that the parking ramp is

currently occupying by the year 2030. If they so choose, the ramp must be removed by the city. This is a likely proposition.

According to the Parking Division, the ramp is in need of major repairs. These repairs will cost millions of dollars. If the ramp is scheduled for removal in the next seven years, it may not be worth investing money into necessary repairs to continue operating. With the Main Street Ramp removal, the area's parking inventory would decrease by 681 spaces. At this time, it is a decrease that the downtown can handle with the current low parking occupancy. A solution will be presented in place of the Main Street Ramp to support KI Convention Center visitors and future development in the area.



Changes Since 2013

Similar to on-street parking, several recommended changes from the 2013 parking study were implemented. The downtown area gained another parking ramp on Washington Street (River Ramp), which increased the parking supply but is intended for users of the Watermark building only. However, parking demand has decreased significantly since the COVID-19 pandemic. Many of the parking issues from 2013 are no longer relevant to the downtown. Rather, new issues such as hybrid work permit parking demand, an over-abundance of parking, revenue loss, and the gig economy present new challenges for the Parking Division. The stakeholder interviews worked to refine these concerns while the recommendations provide solutions for the Parking Division to thrive under the new circumstances.

REVENUE

The parking system must be profitable as a utility since it is not supported by the tax levy. The cost to provide parking is never free to anyone—something the general public often does not realize. In fact, parking can be incredibly expensive, which is why paid parking is a necessity in downtown Green Bay.

The capital costs to build a new parking structure is typically between \$25,000 - \$30,000 per space, excluding costs to purchase or acquire land. Costs to finance and operate the structure can range from \$2,500 - \$3,000 per space annually. Surface lots and on-street meters also have capital and operational expenses, so it is important to charge a fair fee when pricing rates.

The Parking Division revenue and expenses from the previous four years are presented in **Table 9**. Due to the COVID-19 pandemic, the revenue in 2019 is often higher than in 2020, 2021, and 2022. This is not a surprising pattern, as parking activity dropped significantly during the pandemic months and was slow to recover.

Table 9: Parking Division Historic Revenue

Meters				
Month	2019	2020	2021	2022
January	\$ 26,953	\$ 24,115	\$ 9,108	\$ 11,881
February	\$ 22,455	\$ 23,403	\$ 12,049	\$ 20,340
March	\$ 24,275	\$ 20,987	\$ 14,078	\$ 22,884
April	\$ 28,639	\$ 5,711	\$ 15,216	\$ 21,707
May	\$ 31,076	\$ 4,529	\$ 14,813	\$ 20,666
June	\$ 28,022	\$ 7,586	\$ 21,703	\$ 24,778
July	\$ 31,298	\$ 17,052	\$ 20,113	\$ 23,487
August	\$ 28,748	\$ 15,861	\$ 20,889	\$ 27,359
September	\$ 23,726	\$ 14,685	\$ 22,299	\$ 21,544
October	\$ 31,911	\$ 10,890	\$ 21,018	\$ 21,135
November	\$ 24,184	\$ 10,428	\$ 19,780	\$ 23,264
December	\$ 24,644	\$ 8,071	\$ 22,349	\$ 16,818
Total	\$ 325,931	\$ 163,318	\$ 213,415	\$ 255,863
Lot L				
Month	2019	2020	2021	2022
January	\$ 1,648	\$ 1,466	\$ 459	\$ -
February	\$ 1,733	\$ 1,378	\$ 567	\$ -
March	\$ 1,724	\$ 1,033	\$ 624	\$ -
April	\$ 1,934	\$ 372	\$ 553	\$ -
May	\$ 2,019	\$ 9	\$ 493	\$ -
June	\$ 1,733	\$ 26	\$ 1,002	\$ 4,500
July	\$ 996	\$ 151	\$ 950	\$ -
August	\$ 1,618	\$ 366	\$ 2,043	\$ -
September	\$ 1,275	\$ 456	\$ 919	\$ -
October	\$ 164	\$ 420	\$ 837	\$ -
November	\$ 1,243	\$ 407	\$ 1,221	\$ -
December	\$ (114)	\$ (370)	\$ 1,006	\$ 4,500
Total	\$ 15,973	\$ 5,714	\$ 10,674	\$ 9,000
Parking Lot Ramp				
Month	2019	2020	2021	2022
January	\$ 20,624	\$ 23,782	\$ 10,355	\$ 9,873
February	\$ 22,720	\$ 17,273	\$ 13,055	\$ 4,654
March	\$ 20,015	\$ 17,307	\$ 12,071	\$ 23,143
April	\$ 17,843	\$ 10,203	\$ 15,605	\$ 16,959
May	\$ 20,339	\$ 10,916	\$ 8,570	\$ 16,949
June	\$ 26,588	\$ 12,908	\$ 24,270	\$ 18,110
July	\$ 20,766	\$ 8,387	\$ 10,783	\$ 19,454
August	\$ 23,888	\$ 20,687	\$ 24,282	\$ 17,200
September	\$ 15,217	\$ 6,736	\$ 16,775	\$ 17,502
October	\$ 20,021	\$ 13,783	\$ 14,631	\$ 17,306
November	\$ 15,339	\$ 21,271	\$ 13,972	\$ 15,577
December	\$ 23,444	\$ 11,514	\$ 19,358	\$ 16,084
Total	\$ 246,804	\$ 174,767	\$ 183,727	\$ 192,811
Cherry Street Ramp				
Month	2019	2020	2021	2022
January	\$ 40,514	\$ 43,894	\$ 17,353	\$ 18,841
February	\$ 41,212	\$ 32,527	\$ 27,981	\$ 11,272
March	\$ 43,535	\$ 58,077	\$ 28,651	\$ 48,031
April	\$ 42,827	\$ 39,882	\$ 24,534	\$ 30,447
May	\$ 45,529	\$ 37,254	\$ 13,443	\$ 30,556
June	\$ 44,011	\$ 27,743	\$ 39,487	\$ 32,018
July	\$ 17,543	\$ 10,108	\$ 16,719	\$ 31,775
August	\$ 76,583	\$ 43,504	\$ 39,304	\$ 32,759
September	\$ 46,377	\$ 9,075	\$ 26,545	\$ 33,172
October	\$ 44,624	\$ 27,524	\$ 30,951	\$ 36,817
November	\$ 40,868	\$ 42,395	\$ 26,822	\$ 32,691
December	\$ 47,578	\$ (42,436)	\$ 34,898	\$ 38,378
Total	\$ 531,201	\$ 329,547	\$ 326,688	\$ 376,757

Main Street Ramp				
Month	2019	2020	2021	2022
January	\$ 3,675	\$ 133,281	\$ 2,053	\$ 2,454
February	\$ 5,910	\$ 9,609	\$ 135,594	\$ 139,755
March	\$ 133,622	\$ 8,715	\$ 3,354	\$ 6,165
April	\$ 12,092	\$ 2,406	\$ 3,143	\$ 4,195
May	\$ 9,909	\$ 2,312	\$ 1,319	\$ 5,297
June	\$ 13,550	\$ 2,394	\$ 5,500	\$ 5,669
July	\$ 6,963	\$ 1,061	\$ 1,297	\$ 6,539
August	\$ 7,351	\$ 4,330	\$ 5,381	\$ 4,505
September	\$ 5,972	\$ 850	\$ 3,845	\$ 5,478
October	\$ 23,339	\$ 2,598	\$ 10,857	\$ 11,758
November	\$ 8,370	\$ 4,197	\$ 5,835	\$ 3,245
December	\$ 6,983	\$ 1,216	\$ 3,673	\$ 4,198
Total	\$ 237,736	\$ 172,969	\$ 181,851	\$ 199,258
Pine Street Ramp				
Month	2019	2020	2021	2022
January	\$ 60,108	\$ 65,376	\$ 11,052	\$ 26,258
February	\$ 59,946	\$ 71,219	\$ 17,716	\$ 38,264
March	\$ 66,150	\$ 53,381	\$ 43,686	\$ 114,507
April	\$ 68,492	\$ 45,543	\$ 28,779	\$ 49,488
May	\$ 65,143	\$ 34,318	\$ 11,363	\$ 53,653
June	\$ 68,689	\$ 45,187	\$ 63,623	\$ 65,338
July	\$ 46,263	\$ 34,814	\$ 35,875	\$ 59,061
August	\$ 97,625	\$ 53,418	\$ 61,815	\$ 58,415
September	\$ 72,025	\$ 27,755	\$ 74,352	\$ 62,450
October	\$ 74,830	\$ 37,105	\$ 76,839	\$ 56,947
November	\$ 71,036	\$ 59,153	\$ 61,705	\$ 55,101
December	\$ 82,051	\$ 46,369	\$ 69,061	\$ 76,811
Total	\$ 832,358	\$ 573,638	\$ 555,866	\$ 716,293
River Ramp				
Month	2019	2020	2021	2022
January	\$ 12,937	\$ 1,035	\$ 682	\$ 2,260
February	\$ 5,324	\$ 1,096	\$ 942	\$ 4,036
March	\$ 5,416	\$ 1,061	\$ 888	\$ 5,019
April	\$ 5,682	\$ 892	\$ 504	\$ 3,068
May	\$ 5,191	\$ 880	\$ 535	\$ 2,495
June	\$ 1,972	\$ 902	\$ 1,083	\$ 2,822
July	\$ 1,769	\$ 688	\$ 769	\$ 2,821
August	\$ 2,342	\$ 1,701	\$ 5,087	\$ 5,227
September	\$ 1,809	\$ 898	\$ 1,586	\$ 2,678
October	\$ 1,796	\$ 843	\$ 1,418	\$ 2,680
November	\$ 1,927	\$ 1,258	\$ 2,081	\$ 2,547
December	\$ 2,164	\$ 684	\$ 3,230	\$ 2,535
Total	\$ 48,329	\$ 11,938	\$ 18,805	\$ 38,188
Citations				
Month	2019	2020	2021	2022
January	\$ 56,899	\$ 93,822	\$ 14,376	\$ 13,396
February	\$ 60,396	\$ 107,585	\$ 87,170	\$ 86,909
March	\$ 77,600	\$ 33,773	\$ 78,546	\$ 107,171
April	\$ 83,266	\$ 94,334	\$ 121,735	\$ 125,428
May	\$ 89,750	\$ 98,453	\$ 99,492	\$ 114,268
June	\$ 75,990	\$ 81,397	\$ 91,488	\$ 104,915
July	\$ 82,755	\$ 76,600	\$ 95,383	\$ 101,060
August	\$ 70,668	\$ 88,426	\$ 92,471	\$ 113,508
September	\$ 74,600	\$ 93,510	\$ 98,212	\$ 113,086
October	\$ 93,870	\$ 99,738	\$ 90,682	\$ 105,282
November	\$ 91,372	\$ 86,434	\$ 92,784	\$ 108,979
December	\$ 83,094	\$ 79,167	\$ 158,525	\$ 88,127
Total	\$ 940,260	\$ 1,033,239	\$ 1,120,864	\$ 1,182,129

Table 9 Continued: Parking Division Historic Revenue

Service Charge				
Month	2019	2020	2021	2022
January	\$ 612	\$ -	\$ -	\$ -
February	\$ 504	\$ -	\$ -	\$ -
March	\$ 730	\$ -	\$ -	\$ -
April	\$ 1,328	\$ -	\$ -	\$ -
May	\$ 1,660	\$ -	\$ -	\$ -
June	\$ 1,576	\$ -	\$ -	\$ -
July	\$ 916	\$ -	\$ -	\$ -
August	\$ -	\$ -	\$ -	\$ -
September	\$ -	\$ -	\$ -	\$ -
October	\$ -	\$ -	\$ -	\$ -
November	\$ -	\$ -	\$ -	\$ -
December	\$ -	\$ -	\$ -	\$ -
Total	\$ 7,326	\$ -	\$ -	\$ -
Management Fee				
Month	2019	2020	2021	2022
January	\$ 11,425	\$ 5,833	\$ 5,833	\$ 5,833
February	\$ 4,167	\$ 833	\$ 833	\$ 833
March	\$ 4,167	\$ 833	\$ 833	\$ 833
April	\$ 9,167	\$ 5,833	\$ 5,833	\$ -
May	\$ 4,167	\$ 833	\$ 833	\$ 6,667
June	\$ 833	\$ 833	\$ 833	\$ 833
July	\$ 833	\$ 833	\$ 833	\$ 5,833
August	\$ 5,833	\$ 5,833	\$ 5,833	\$ 833
September	\$ 833	\$ 833	\$ 833	\$ 833
October	\$ 5,833	\$ 833	\$ 833	\$ 5,833
November	\$ 833	\$ 5,833	\$ 833	\$ 833
December	\$ 833	\$ 837	\$ 833	\$ 833
Total	\$ 48,924	\$ 30,000	\$ 24,996	\$ 29,997
Administration Fee				
Month	2019	2020	2021	2022
January	\$ 620	\$ 180	\$ 540	\$ 60
February	\$ 40	\$ (20)	\$ (80)	\$ 20
March	\$ 120	\$ 40	\$ 20	\$ 100
April	\$ 940	\$ 270	\$ 60	\$ 60
May	\$ 180	\$ (40)	\$ 40	\$ 20
June	\$ 120	\$ 4,820	\$ 620	\$ -
July	\$ 80	\$ 20	\$ (80)	\$ 1,340
August	\$ 180	\$ -	\$ 80	\$ 1,740
September	\$ 40	\$ -	\$ 20	\$ 100
October	\$ 60	\$ 80	\$ 20	\$ 167
November	\$ 140	\$ 20	\$ 100	\$ 62
December	\$ (60)	\$ (190)	\$ -	\$ 250
Total	\$ 2,460	\$ 5,180	\$ 1,340	\$ 3,919
Interest				
Month	2019	2020	2021	2022
January	\$ -	\$ 1,037	\$ 120	\$ 110
February	\$ -	\$ 980	\$ 156	\$ 122
March	\$ -	\$ 1,490	\$ 183	\$ 191
April	\$ -	\$ 556	\$ 130	\$ 307
May	\$ -	\$ 305	\$ 104	\$ 425
June	\$ -	\$ 250	\$ 59	\$ 925
July	\$ -	\$ 239	\$ 84	\$ 2,374
August	\$ -	\$ 169	\$ 38	\$ 2,803
September	\$ -	\$ 142	\$ 46	\$ 3,170
October	\$ -	\$ 157	\$ 62	\$ 4,399
November	\$ -	\$ 200	\$ 75	\$ 4,827
December	\$ -	\$ (75)	\$ -	\$ (38)
Total	\$ -	\$ 5,450	\$ 1,057	\$ 19,615

Miscellaneous				
Month	2019	2020	2021	2022
January	\$ 60	\$ -	\$ -	\$ -
February	\$ 60	\$ -	\$ -	\$ -
March	\$ 30	\$ -	\$ -	\$ -
April	\$ -	\$ -	\$ -	\$ 675
May	\$ 60	\$ -	\$ -	\$ -
June	\$ -	\$ -	\$ -	\$ -
July	\$ -	\$ -	\$ -	\$ -
August	\$ -	\$ 12	\$ -	\$ 118
September	\$ -	\$ -	\$ -	\$ -
October	\$ -	\$ -	\$ -	\$ -
November	\$ -	\$ -	\$ -	\$ -
December	\$ 1,548	\$ -	\$ -	\$ -
Total	\$ 1,758	\$ 12	\$ -	\$ 793
	2019	2020	2021	2022
Meters	\$ 325,931	\$ 163,318	\$ 213,415	\$ 255,863
Parking Lot	\$ 246,804	\$ 174,767	\$ 183,727	\$ 192,811
Lot L	\$ 15,973	\$ 5,714	\$ 10,674	\$ 9,000
Cherry Street Ramp	\$ 531,201	\$ 329,547	\$ 326,688	\$ 376,757
Main Street Ramp	\$ 237,736	\$ 172,969	\$ 181,851	\$ 199,258
Pine Street Ramp	\$ 832,358	\$ 573,638	\$ 555,866	\$ 716,293
River Ramp	\$ 48,329	\$ 11,938	\$ 18,805	\$ 38,188
Citation	\$ 940,260	\$ 1,033,239	\$ 1,120,864	\$ 1,182,129
Service Fee	\$ 7,326	\$ -	\$ -	\$ -
Management Fee	\$ 48,924	\$ 30,000	\$ 24,996	\$ 29,997
Administration Fee	\$ 2,460	\$ 5,180	\$ 1,340	\$ 3,919
Interest	\$ -	\$ 5,450	\$ 1,057	\$ 19,615
Miscellaneous	\$ 1,758	\$ 12	\$ -	\$ 793
Expenses	\$ (3,120,194)	\$ (2,807,909)	\$ (2,341,934)	\$ -
Surplus/Deficit	\$ 3,204,823	\$ 2,631,620	\$ 2,641,834	\$ 3,024,623
Budgeted Revenue	\$ 3,164,400	\$ 3,555,548	\$ 2,731,600	\$ 2,856,200
Difference	\$ 40,423	\$ (923,928)	\$ (89,766)	\$ 168,423
Peak Month/Year				

Source 11: City of Green Bay Parking Division

STAKEHOLDER INTERVIEWS

A series of stakeholder interviews across the public and private sectors were conducted on Tuesday, February 14th, and Wednesday, February 15th, 2023. Follow-up conference calls were also held with various stakeholders who could not attend the on-site meetings. The interviews provided community input and first-hand experience of parking-related issues in downtown Green Bay. The following is a list of stakeholders and their respective organizations.

Stakeholders

City Staff Representatives

- Eric Genrich, Mayor of Green Bay
- Steve Grenier, Director of Public Works
- Neil Stechschulte, Economic Development Director
- Chris Pirlot, Parking Division Manager
- Beth Nadolski-Spears, Parking Division Office Supervisor
- Justin Linzmeier, Parking Division Field Operations Superintendent
- Dave Hansen, Traffic Engineer

Downtown Business Representatives

- Jeff Mirkes, Downtown Green Bay, Inc.
- Jenny VandenLangenberg, Downtown Green Bay, Inc.
- Russ Petroushe, Freshkind Kitchen
- Steve Schneider, Black & Tan Grille & Bugtussle Wireless
- Sarah Bootz, Glas Coffeehouse
- Cory Vann, Hagemeister Park
- Dan Timmers, Hagemeister Park
- Susan Lagerman, Brown County Library
- Troy Bauer, DigiCOPY
- Brian Johnson, On Broadway, Inc.
- Tommy Everman, Gather on Broadway
- Tammy Meyer, Imperial Supplies
- Chao Wagwin, Brown County Executive
- Jeff Flynt, Brown County Deputy Executive
- Eric Witczak, Nicolet National Bank
- David Knight, Associated Bank
- Cheryl Conley, Schrieber Foods
- Jessica Shelby, KI Convention Center/Hyatt Regency
- Michael Jubert, KI Convention Center/Hyatt Regency
- Garritt Bader, Developer
- Tim Besaw, Developer

- Ted Matkom, Developer
- Michael Garsow, Developer
- Brent Weycker, Developer
- Joash Smits, Developer
- Mike Veras, Developer
- Todd Durllein, Developer

Among major employers, minor employers, developers, and public works, the stakeholders gave varying feedback on the public parking system. The following sections describe common issues brought about during the interviews.

Permit Rates

Overall, major employers were largely satisfied with the supply and fees for parking lease agreements. Major employers get a large discount for leasing permits in bulk, which both incentivizes the leasing of permits and decreases the amount per permit they have to pay. Minor employers do not buy parking permits in bulk, and therefore pay the full price. Several small businesses were not in favor of this, despite the permit prices still being relatively low. Developers mostly had concerns in providing parking for planned and future developments in the area.

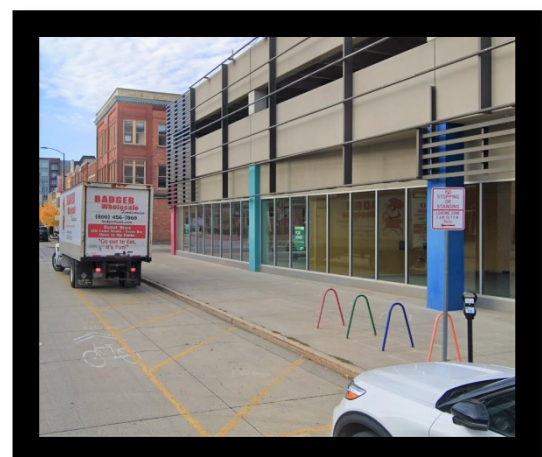
There was some mention of hybrid work and a demand for a discounted permit rate as a result of parking fewer days in the ramps. The reality of hybrid work permits is that it greatly reduces revenue when the peak-demand number of parking stalls still needs to be provided and maintained. It is unfair to the parking division and facilities to have to provide and maintain the peak number of stalls while employees get to pay significantly less.

Technology

Stakeholders were generally in favor of technological upgrades to modernize the parking system as much as possible. A suggestion was made to provide digital receipts for transactions for permits and transient parking. A QR code for the Passport app and for merchant validations would also make the downloads and transactions more seamless and user-friendly.

PUDO Lanes

The PUDO acronym stands for Pick-Up and Drop-Off. PUDO Lanes are an increasingly common topic with the prevalence of ride-share and delivery services such as *Uber* and *Door Dash*. For routine delivery trucks, PUDO lanes can be incredibly useful but creates a variety of issues. Several stakeholders brought PUDO lanes to attention. One business owner complained that delivery trucks often block the façade and front entrance of their restaurant due to the PUDO lane in front of their establishment. Another business owner was in favor of PUDO lanes, adding that the Door



Dash app could get fully utilized if delivery drivers did not have to pay at the meters. Whether stakeholders were in favor or against the implementation of PUDO lanes, the downtown could comfortably accommodate more PUDO lanes in place of on-street meters if an establishment was in favor.

Broadway Parking

In conversation with stakeholders, it was suggested that the study treat Broadway and the rest of the west side as a separate entity in terms of parking. The conditions on Broadway are vastly different than that of the east side, where on-street metered parking is non-existent and the occupancy is high. Businesses on the west side have no shared parking solutions, and there are several existing and future developments demanding parking.



Broadway stakeholders were uniformly in favor of implementing on-street meters. Ramp development sites will also be considered on the west-side, since anticipated development plans to increase vehicle traffic, adding more stress to the existing supply.

The recommendations section aims to unify the parking system by providing recommendations specific to each area. These recommendations aim to create consistency between the east and west sides of downtown.

Public Relations

Communication between the Parking Division and the general public can always be improved. Stakeholders mostly gave feedback in regards to municipal permit prices, payment methods, parking restrictions, and more. There was a suggestion to improve public relations to mitigate confusion in regards to municipal parking.

As mentioned previously, the parking wayfinding and signage is generally sufficient with exception of the River Ramp. The stakeholders brought this to attention and feel passionately that the River Ramp needs to be identified from the street. However, since the ramp is privately owned, signage must be provided by Foxconn.

Other Comments

- “Proximity is a big issue for parkers and in Green Bay, the willingness to walk is relatively small.”
- “We are weary to build *just* a ramp. Ideally, the facility would be of mixed-use.”
- “The signage in the Pine Street Ramp has been neglected.”
- “Scofflaws are taking ADA spaces.”
- “Requiring paid parking on weekends could hurt the hospitality sector. On the other hand, the parking utility should be made profitable.”
- “Automate parking to improve enforcement.”
- “The metered parking by Glas Coffeehouse deters customers.”

- “Small businesses do not get discounted permits. The cheapest permits go to the largest, most profitable companies.”
- “Level 1 of the Cherry Street Ramp needs more ADA spaces.”
- “The elevator in the Cherry Street Ramp needs maintenance.”
- “There needs to be better communication between the Parking Division and the general public.”
- “Digicopy would like another customer space behind the store.”
- “There is no all-day off-street parking on the west side of the river.”
- “The Broadway district should be treated separately from the rest of the downtown.”
- “There needs to be a differentiation between employee parking from customer parking.”
- “The 15-Minute Loading Zone is not effective.”
- “People loitering in rented parking lots makes me nervous.”
- “The current parking fee is blatantly unaffordable.”
- “We do not feel that we are a large enough city to warrant the intensity of parking control that occurs in the several block radiuses around downtown specifically.”
- “We want a vibrant downtown as much as anyone and based on feedback that we receive from the public very regularly, the current parking enforcement practices are a major deterrent from making that happen.”

PLANNED DEVELOPMENTS

The following planned developments presented in **Table 10** was provided to DESMAN by the client. The developments are categorized by east side and west side developments in relation to the Fox River. Only three projects are currently under construction—other projects are pending or delayed. For this reason, an absorption factor was applied to accurately predict the parking demand correlated with the building occupancy for the short-term (0-3 years) and long-term (4-10 years).

The major planned developments on the east side involve the WPS site which is currently under-going environmental remediation efforts. Once the remediation is complete, a series of mixed-use residential and retail buildings will be built. According to the developers, the site will develop at a rate of about 200 units per year. On-site parking will be provided, which greatly increases the downtown supply. Aside from the WPS site, three other mixed-use residential buildings on the east-side are planned to be built and fully occupied within the next five years. It is unclear what parking will be provided at these sites. For now, the analysis will assume no additional parking spaces. The Main Street Ramp removal was included in the analysis to predict the parking needs of the planned developments without the ramp in existence.

There are several major developments planned for the west side including The Fort at the Railyard, the Shipyard Public Improvements, and the Public Market on Broadway Avenue. Both the railyard and shipyard plan to convert former industrial sites into mixed-use residential areas. The Public Market plans to convert an industrial building into a series of restaurant and retail spaces.

Table 10: Planned Developments

Name	Address	Status	Land Use	Size	Units	Parking Ratio	Short-Term Projection			Long-Term Projection		
							Absorption Factor	Parking Demand	Parking Provided	Absorption Factor	Parking Demand	Parking Provided
East-Side Developments												
200 N Monroe	200 N Monroe Avenue	Delayed	Residential Studio	34 Units		1.00		17	0		34	0
			Residential 1-Bed	86 Units		1.05		45	0		90	0
			Residential 2-Bed	35 Units		1.80		32	0	100%	63	0
			Residential 3-Bed	17 Units		2.65		23	0		45	0
			Grocery	15,000 SQFT		4.75		36	0		71	0
			Retail	7,000 SQFT		4.00		14	0	28	0	
222 Cherry Street	222 Cherry Street	Under Construction	Residential	57 Units		1.00	100%	57	0	100%	57	0
WPS Site (Concept C)	700 N Adams Street	Delayed	Residential	75 Units		1.00	50%	38	0	100%	75	0
			Lot A Residential	70 Units		1.80		0	0	63	60	
		Lot A Retail	6,606 SQFT		4.00		0		13			
		Lot B Residential	290 Units		1.80		0	0	261			
		Lot B Retail	3,999 SQFT		4.00		0	0	8			
		Lot B/C Retail	5,202 SQFT		4.00	0%	0	0	10	400		
		Lot C Residential	317 Units		1.80		0	0	285	685		
		Lot C Retail	4,005 SQFT		4.00		0	0	8			
		Lot D Residential	137 Units		1.80		0	0	123	225		
		Main Street Ramp	300 Main Street	Pending Demolition	Parking	681 Spaces		-	100%	-	-	0%
East-Side Total							-	260	0	-	1,236	1,489
West-Side Developments												
The Fort at the Railroad	419 Donald Driver Way	Under Construction	Residential 1-Bed	151 Units		1.05		159	0		159	0
			Residential 2-Bed	82 Units		1.80		148	0		148	0
			Retail	1,300 SQFT		4.00	100%	5	0	100%	5	0
			Residential Common Areas	5,800 SQFT		0.00		0	0	0	0	0
Shipyard Multi-Family Housing	239 Arndt Street	Delayed	Building One Residential	129 Units		1.00		65	0		129	0
			Building Two Residential	96 Units		1.00	50%	48	0	100%	96	0
			Restaurant/Retail	4,000 SQFT		4.00		8	0	16	0	
Shipyard Public Improvements	824 S Broadway	On-going	Public Park	9 Acres		1.00	50%	5	144	100%	9	144
Public Market	211 N Broadway	Under Construction	Retail	43,000 SQFT		4.00	100%	172	0	100%	172	0
Lofts on Broadway	200 Chestnut Avenue	Delayed	Residential	70 Units		1.00	50%	35	0	100%	70	0
Railyard Building T	340 N Broadway	Pending	-	-	-	-	-	-	-	-	-	-
West-Side Total							-	644	144	-	804	144

As presented in Table 10, the parking demand is projected for the short-term (0-3 years) and long-term (4-10 years). Parking demand ratios were sourced from the Urban Land Institute to calculate the demand based on assumed absorption factors.

The east side developments in the short-term are expected to generate an additional 260 vehicles at peak demand. Although there are no planned parking spaces, the downtown parking facilities have the capacity to accommodate this demand in the short-term. In the long-term projections, the parking demand will eventually reach 1,236 vehicles. The developers of the WPS site plan to provide an adequate number of spaces, creating a net increase of 1,489 parking spaces on the east side. This includes the removal of 681 spaces in the Main Street Ramp, which means the developers on the east side are providing an overabundance of parking.

The west side developments will experience the opposite effect. With 644 vehicles projected for the short-term peak demand, there are only 144 planned spaces concentrated in one development. The long-term projections reach a demand of 804 vehicles, creating an even larger gap between the supply and demand for parking.

The land use data used for this analysis reflects the information provided by the client at this stage in development. The development plans are expected to change. Unless there is a generous supply of parking added to the development plans, the west side will continue to have a need for parking. Solutions to address the parking imbalances are discussed in the recommendations section of the report.

SUMMARY OF EXISTING CONDITIONS

The existing conditions as it pertains to inventory, occupancy, rates, equipment, enforcement, policies, and future developments are summarized by the following statements:

1. The east side of the river has an overabundance of parking spaces, while the west side experiences a parking shortage along the Broadway corridor. The planned developments will only exacerbate the supply issues.
2. The stakeholders are in-favor of regulating parking along the Broadway corridor.
3. If a parking structure is warranted, there is a desire for a mixed-use facility that serves an additional purpose than just parking.
4. The Parking Division needs to generate more revenue to cover capital expenses. Transient and permit rates are priced below the cost to maintain the parking spaces.
5. Drivers feel entitled to convenient parking spaces, but are resistant to paying the appropriate dollar amount to supply and maintain those spaces.
6. The community desires modern technology for the parking system and is prepared to make the transition to an automated system for both payments and enforcement.
7. Communication between the Parking Division and the general public is important for mutual respect among agencies and for mitigating confusion as it pertains to parking policies and enforcement practices.
8. The convention center needs a plan for visitor parking if the Main Street Ramp is removed.
9. People are not willing to walk very far from their parking location to their destination.

These findings are the foundation for the recommendations section of the report.

RECOMMENDATIONS

The recommendations were developed by DESMAN in consultation with the City of Green Bay to address the issues identified throughout the course of this study. These recommendations are consistent with parking industry practices and other cities with similar economies to Green Bay. Recommended changes to the management, operations, and technology of the parking system are intended to address both current and anticipated needs of the downtown area. No one recommendation will alleviate all existing or future parking issues. Rather, incremental improvements will improve the user experience and address concerns raised by the stakeholders.

The Parking Division is advised to keep the public informed about changes related to the parking system. Aside from changes that are internal to the Parking Division, the public should be made aware of anticipated outcomes and their timeline. Public outreach prior to the implementation will mitigate confusion among residents and visitors.

Guiding Principles

Modernize the parking system: a modernized parking system can provide many benefits to both users and parking operators, including increased efficiency, safety, and revenue collection, as well as improved user experience, reduced environmental impact, and better data collection.

Promote uniformity among parking rates and policies: The city should work to standardize parking rates and policies across all municipal parking facilities in the downtown area. This will help to eliminate confusion among drivers and encourage greater use of the facilities.

Encourage on-street parking turnover: Policies that encourage on-street parking turnover can have numerous benefits for the community, including improved access to businesses, reduced congestion and improved safety, increased revenue, and better parking management.

Incentivize the use of off-street parking facilities: Incentivizing off-street parking over on-street parking can help reduce congestion, improve traffic flow, and enhance safety in urban areas. This requires a combination of pricing, accessibility, amenities, enforcement, and educational efforts.

Consider alternative transportation options: The city should encourage the use of alternative transportation options such as public transit, biking, and walking. This could be achieved by providing more bike racks and pedestrian infrastructure, improving transit service and accessibility, and promoting these options to the public.

Prioritize accessibility and safety: The city should take steps to improve the accessibility and safety of the existing parking structures. This includes improving signage and wayfinding, upgrading lighting and security features, and providing more accessible parking spaces for users with disabilities.

Specific Recommendations

1. Remove On-Street Time Limits and Implement Escalating On-Street Rates

On-street spaces in downtown Green Bay have a maximum time limit of 25-minutes, 1-hour, 2-hours, or 4-hours. The time limits are enforced through both the meters and the Passport app. To allow patrons to comfortably utilize the on-street spaces, DESMAN recommends removing the time limits and implementing an escalating rate.

This was an issue brought to attention during the stakeholder interviews. The majority of on-street spaces have a two-hour time limit which can be limiting to visitors of the downtown. Removing the time limits will allow patrons to park without worry of exceeding the maximum time limit. It also allows the Parking Division to collect more revenue from on-street spaces.

In place of the on-street time limits, an escalating rate should be implemented at the meters and through the Passport app to encourage turnover. As mentioned previously, parking turnover can have numerous benefits for the community, including improved access to businesses, reduced congestion, improved safety, increased revenue, and better parking managements. Through the escalating rate system, patrons will learn that short-term visits to downtown are convenient with on-street spaces, but long-term visits should involve off-street parking. **Table 11** presents the proposed escalating rates.

Table 11: Proposed On-Street Meter Escalating Rate

	1st Hour	2nd Hour	3rd Hour	4th Hour	5th Hour +
Hourly Rate	\$1.00	\$1.00	\$2.00	\$3.00	\$4.00
Accumulating Total	\$1.00	\$2.00	\$4.00	\$7.00	\$11.00

Source 13: DESMAN

As presented in Table 11, the hourly rate begins at \$1.00 for the first two hours, and escalates by an additional \$1.00 until the sixth hour. Users will need to pay \$4.00 every hour thereafter if they choose to stay. Someone who parks for five hours on-street will need to pay \$11.00 in total, versus paying no more than \$5.00 in an off-street facility. This change has the potential to substantially increase revenue for on-street parking. The escalating rates can be viewed as a convenience fee. Users will eventually learn that off-street parking is better for long-term stays.

In the event that there is strong opposition to this change, DESMAN has provided an alternative to the rate escalation.

Alternative: Assign a Four-Hour Time Limit and Raise Rates for On-Street Spaces

As an alternative to the escalating rate system, DESMAN recommends changing the two-hour, one-hour, and 25-minute limits to four-hours while also raising the hourly rate to \$2.00. **Table 12** presents the alternative time limits and rates option. With a four-hour time limit and an hourly rate of \$2.00, the maximum amount a user would pay is \$8.00 for four hours. This would not be as limiting as a two-hour meter and would still encourage usage of the off-street facilities.

Table 12: Proposed On-Street Meter Alternative

Time Limit	Location	Inventory	Hourly Rate
4-Hour Meter	Washington Street	29	\$2.00
2-Hour Meter changed to 4-Hour Meter	Elm Street	20	\$2.00
	Washington Street	63	\$2.00
	Citydeck Court	5	\$2.00
	Northland Avenue	26	\$2.00
	Adams Street	37	\$2.00
	Pine Street	24	\$2.00
	Doty Street	71	\$2.00
	Jefferson Street	65	\$2.00
	Stuart Street	6	\$2.00
	Madison Street	77	\$2.00
1-Hour Meter changed to 4-Hour Meter	Adams Street	29	\$2.00
	Cherry Street	40	\$2.00
	Jefferson Street	9	\$2.00
25-Minute Meter changed to 4-Hour Meter	N Washington Street	2	\$2.00
Total		503	-

Source 14: DESMAN

Evident in Table 12, the on-street rates are twice the amount of off-street facilities. With a four-hour time limit, the maximum a user would pay is \$8.00. This will encourage the use of off-street facilities which only charge \$1.00 per hour.

This change has the potential to substantially increase on-street parking revenue. In 2022, the Parking Division collected \$255,863 from meters. Assuming the rate is raised from \$0.95 per hour to \$2.00 per hour with 10% elasticity, the meter revenue could increase to approximately \$484,000 on an annual basis. This is a high-level estimate based on historic revenue numbers and utilization.

2. Remove 10-Minute Grace Period for Expired Meters

On-street meters in Green Bay allow a ten-minute grace period before an officer can ticket a vehicle when a meter becomes expired. This essentially means that users can pay for ten-minutes less per stay. The grace period provides no utility to the Parking Division and should be removed immediately. It is the responsibility of the user to track their paid time at the meters. Parking apps like Passport make tracking parking even easier too, with notifications to notify the user of expired meters, and the ability to extend parked time remotely.

3. Submit Change Order for Phase 2 and 3 of New Meter Purchases

The meters purchased in Phase 1 of the new meter implementation operate only by coins, and do not allow digital payments. In an effort to automate and digitize the parking system and improve the user experience, DESMAN recommends a change order for single-space meters that accept digital payments, in addition to coin payments. It is likely that the Parking Division will see

increased utilization of the on-street meters, since cash and coin payments have become less common.

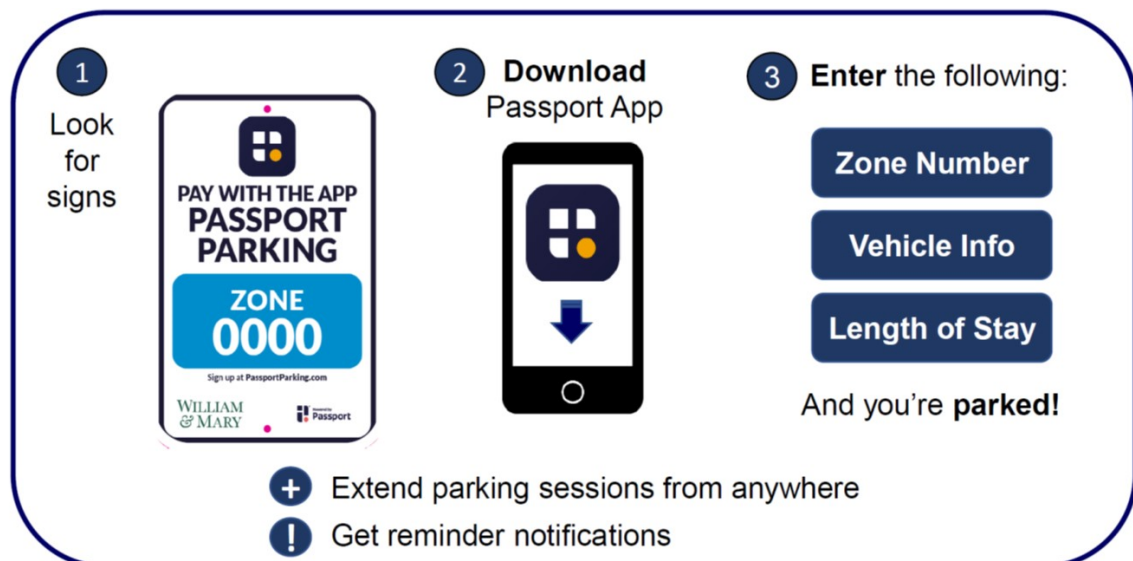
4. Expand On-Street Enforcement to Un-Metered Areas through Passport

On-street meters are concentrated on the east-side of the river between Main Street and Walnut Street. Meters are not present south towards Mason Street or on the west side of the river. To increase revenue for the Parking Division and to discourage the avoidance of paid parking on behalf of the users, DESMAN recommends expanding on-street enforcement through Passport zones in un-metered areas.

The recommended areas on the east side are bound by the river to the north, Mason Street to the south, the river to the east, and Monroe Street to the west. The recommended areas on the west side are bound by Mather Street to the north, Arndt Street to the south, Chestnut Avenue to the east, and Pearl Street to the west. A map in the appendix presents an aerial of this boundary.

Mobile payment systems, such as Passport, provide a way to enforce on-street parking at a nominal cost to the Parking Division. With LPR technology, the enforcement officers can ensure that vehicles have paid to park in their respective zones without the use of a physical parking meter. Other than signage and communication efforts, parking zones eliminate revenue collection and maintenance efforts typically associated with parking meters. **Figure 3** presents an instructional graphic on how to use the Passport app.

Figure 3: Passport App Instructions



Source 15: Passport Parking

This measure will benefit the Broadway corridor in particular. Broadway on-street parking is currently un-regulated and free to its users. At the same time, Broadway experiences a parking supply shortage. The paid parking zones operated through Passport will encourage on-street

turnover and increase revenue for the Parking Division. Using the Passport app as opposed to installing meters will save money on capital and maintenance costs while still capturing the demand. The installation of a single-space meter can cost up to \$500.00, not including maintenance and operational fees. A parking zone through passport eliminates the need for a physical meter, installation costs, collection costs, etc. DESMAN estimates that 194 on-street spaces could be regulated through Passport between Mather Street and Arndt Street on Broadway.

5. Automate and Digitize the Parking System

Passport and similar parking platforms are the future of the parking industry. It is in the Parking Division's best interest to automate and digitize nearly every aspect of the parking system to make the transition from physical meters to app-based payment platforms. When the new meter on-order have exceeded their lifetime, the Parking Division should transition completely to enforcing paid-parking zones through the Passport system or another license-plate based system.

Interviews with stakeholders revealed a willingness to modernize the parking system. This will help the city stay up-to-date with the latest technologies that other major cities, such as Madison and Milwaukee, are implementing. As mentioned previously, a modernized parking system can provide many benefits to both users and parking operators, including increased efficiency, safety, and revenue collection, as well as improved user experience, reduced environmental impact, and better data collection.

6. Construct an Off-Street Parking Structure Adjacent to Broadway

To address the parking supply shortage on the west-side of the river, construct a municipal parking ramp adjacent to Broadway. At present, Lot F is adjacent to the most active segment of Broadway. The location of the ramp must be strategic to help businesses that do not warrant a parking facility of their own to unify their parking efforts and have patrons utilize a parking ramp. The planned developments to the north and south of this location, particularly the Railyard and Shipyard, will need to provide their own on-site parking if they do not wish to occupy a public, transient parking ramp. **Figures 4 and 5** present the potential footprint of a parking ramp on Lot BW or Lot F.

Figure 4: Potential Lot BW Parking Ramp Site



Source 16: Google Earth

Figure 5: Potential Lot F Parking Ramp Site



Source 17: Google Earth

A parking structure footprint as presented in Figures 4 and 5 could accommodate a multi-level parking structure with approximately 200-300 spaces. This is estimated to be an appropriately-sized ramp to satisfy the parking demand of the area. The capital costs for a newly constructed parking structure are approximately \$30,000 per space. A 300-space garage would cost around \$9 million to build.

As mentioned previously, Lot BW is a privately owned surface lot. The Parking Division operates those parking spaces for the owner. To develop a ramp on this property, the Parking Division would need to purchase the land, which adds significant capital costs. For this reason, Lot F has an advantage over Lot BW, as Lot F is owned by the city.

There is a desire from stakeholders to construct a mixed-use facility with ground-floor commercial space to add value to the parking structure. Lot BW has an advantage over Lot F for ground floor commercial space due to its street façade. Lot F is tucked behind the Broadway Corridor and lacks a street façade. The feasibility of ground floor commercial space is less certain on Lot F.

7. Remove “First 15-Minutes Free” Policy

At present, users can park in the off-street ramps for free in the first 15-minutes of their stay. Although this initiative intends to incentive ramp utilization, it provides no utility to the Parking Division and decreases the potential revenue. Users who intend to park for less than 15-minutes are not likely to park in the ramp, and users who do stay longer would likely have parked in the ramp anyway, with or without the 15-minute incentive. For these reasons, DESMAN recommends removing the “First 15-Minutes Free” policy.

8. Raise Off-Street Transient Rates

Off-Street transient rates in downtown Green Bay are incredibly inexpensive for its users. For the Parking Division to maintain the facilities, DESMAN recommends raising the transient rates from \$0.85 to \$1.00 per hour. This slight increase will provide a revenue boost for the Parking Division while still incentivizing surface lot and ramp utilization for long-term stays.

9. Raise Off-Street Permit Rates

DESMAN recommends a number of modifications to the rate structures to ensure that the Parking Division does not operate at a loss. The more drastic change should occur with the monthly permit rates.

The existing permit rates decrease in price beginning at 50 stalls and escalate with every 100 permits purchased. This policy benefits only major companies who can afford to pay the full price for permits without the discount. DESMAN recommends discarding the price escalation and/or group rate incentives. Instead, provide one permit price per stall that each individual or employer may choose to purchase. **Table 13** presents the off-street rate increases. It may be beneficial to gradually increase rates every year to reach the amounts presented in the tables.

Table 13: Proposed Off-Street Rates

Surface Lot	Location	Hourly Rate	Monthly Rate
Lot A	600 S Adams Street	\$1.00	-
Adams Street Lot	220 N Adams Street	\$1.00	-
Lot B	600 S Broadway (West Side)	\$1.00	\$96.00
Lot BE	540 S Monroe Avenue	\$1.00	-
Lot BG	600 S Broadway (East Side)	\$1.00	\$96.00
Lot BW	100 N Pearl Street	\$1.00	\$96.00
Lot CC	100 Crooks Street	\$1.00	-
Lot CH	100 N Jefferson Street	\$1.00	-
Lot E	225 S Jefferson Street	\$1.00	\$96.00
Lot F	200 N Chestnut Avenue	\$1.00	\$96.00
Lot G	600 S Jefferson Street	\$1.00	-
Library Lot	515 Pine Street	\$1.00	-
Lot MM	418 N Monroe Avenue	\$1.00	\$96.00
Lot WS	318 S Washington Street	\$1.00	-
Ramp	Location	Hourly Rate	Monthly Rate
Cherry Street Ramp	202 Cherry Street	\$1.00	\$96.00
Main Street Ramp	300 Main Street	\$1.00	\$96.00
Pine Street Ramp	333 Pine Street	\$1.00	\$96.00
River Ramp	101 Pine Street	\$1.00	\$128.00

Source 18: DESMAN

As presented in Table 13, the recommended rate for transient parkers is \$1.00 per hour. Monthly permit rates should be raised to \$96.00 each. This amount was calculated to benefit permit holders who park at least three days per week for at least eight hours per day. Users who park less than this amount will benefit financially from paying transient parking rates.

This change has the potential to substantially increase off-street parking revenue. In 2022, the Parking Division collected \$1,063,028 in monthly permit revenue from the four ramps. Assuming the permit rate is raised to \$96.00 per month with a 10% decrease in permit sales due to the price increase, the ramp permit revenue could increase to \$1.68 million on an annual basis. This is a high-level estimate based on the historic permit sales with an assumption for elasticity. The actual revenue increase is likely to vary.

In the event that there is strong opposition to this change, DESMAN has provided an alternative to the rate escalation.

Alternative: Charge a Maintenance Surcharge to Permit Buyers for a Three-Year Period

As an alternative to the off-street rate hike, DESMAN recommends charging a surcharge with every permit purchase to partially recover capital and maintenance costs. Permit buyers may be

more comfortable with this option with the knowledge that the surcharge goes directly to maintaining the facilities. With short-term capital expense estimates provided by the Parking Division, DESMAN calculated an appropriate surcharge amount to recover expenses from 2023, 2024, and 2025, presented in **Table 14**.

Table 14: Capital Expense Recovery Surcharge

Year	Project	Estimated Cost	Annual Total
2023	Parking Ramp Structural Repairs	\$ 492,350	\$492,350
2024	Parking Ramp Structural Repairs	\$ 1,000,000	\$2,110,000
	Elevator Replacement (2)	\$ 1,000,000	
	Cherry Street Ramp CCTV System	\$ 80,000	
	Parking Lot Pavement	\$ 30,000	
2025	Parking Ramp Structural Repairs	\$ 1,000,000	\$2,080,000
	Elevator Replacement (2)	\$ 1,000,000	
	Pine Street Ramp CCTV System	\$ 50,000	
	Parking Lot Pavement	\$ 30,000	
Total			\$4,682,350

Total Number of Permits	2,059
Surcharge Rate	\$30
Number of Months Required to Recover Capital Expenses	76

Source 19: City of Green Bay Parking Division

As presented in Table 14, the capital expenses for the years 2023, 2024, and 2025 are approximately \$4,682,350. With the current number of permits (2,059), and an annual surcharge of \$30 per permit, it will take over six years to recover the capital expenses from the three-year period. At the proposed surcharge rate of \$30, the Parking Division would recover expenses at about half the rate they accumulate.

The cost recovery estimates stress the importance of fair pricing structures for parking in municipal ramps and surface lots. Parking is a utility, and is not free to any one entity. The maintenance is proposed as an *alternative* to the permit rate hike, since the Parking Division can only recover costs at half the rate they accumulate.

10. Raise Lost-Ticket Ramp Rates

At present, the rate for lost-tickets in the ramps is lower than the daily maximum rate. DESMAN recommends pricing the lost-ticket rate at \$24.00, which is equal to a 24-hour stay in the ramp.

It is important to note that the implementation of LPR technology would eliminate the need for a lost-ticket rate. LPR recognizes the vehicle license plate by recording the entry and exit time digitally. This eliminates the need for a printed, paper ticket, and the possibility of the user losing their ticket before paying to park. As mentioned previously, the advantage to automated parking systems cannot be overstated. However, while municipalities make the transition, a higher lost-ticket rate is warranted for the ramps in downtown Green Bay.

11. Relocate Pearl Street On-Street Permits to the Parking Ramp

In the event that a parking structure is constructed near the Broadway Corridor, DESMAN recommends relocating the Pearl Street permit parking spaces to the ramp, along with any other permit parking in the area. This will help unify the parking system by utilizing the newly constructed ramp. The remaining spaces on Pearl Street should be treated as on-street parking zones, much like the rest of the Broadway corridor. Users will need to pay the on-street hourly rate through the Passport app to park in these spaces.

12. Remove the Main Street Ramp

The agreement with Schreiber Foods allows the company to claim the land that the Main Street Ramp currently occupies by the year 2030. If they so choose, the ramp must be removed by the city. This is a likely proposition. Since maintenance repairs will cost the city millions of dollars, DESMAN recommends removing the ramp as soon as the next major repair is due. The ramp is not worth investing money into for the short-term, and the remaining ramps (Cherry Street Ramp, Pine Street Ramp, and River Ramp) can absorb the parking demand.

DESMAN is aware of the developments at the WPS site, and the concern for parking on the north side of Main Street. Until the WPS site begins to populate, it is unwise to keep the Main Street Ramp in operation solely out of concern for developing areas that have not yet been occupied. It is possible that with the WPS site at full build-out, a parking garage on-site would be warranted. The Parking Division should be aware of these changes, but focus their attention on the immediate up-keep required to keep the Main Street Ramp in operation.

13. Relocate Main Street Ramp Parkers to the Pine Street Ramp

Following the removal of the Main Street Ramp, previous permit holders, transient parkers, and visitors of the KI Convention Center should be relocated to the Pine Street Ramp. The Pine Street Ramp has a large vehicle capacity and is located one block away from the KI Convention Center.

Table 15 presents the proposed relocation logistics.

Table 15: Proposed Relocation Logistics

	Main Street Ramp	Pine Street Ramp	Relocation
Space Inventory	681	1,843	1,843
Permit Holders	310	901	1,211
Actual Occupancy	122	628	750

Source 20: DESMAN

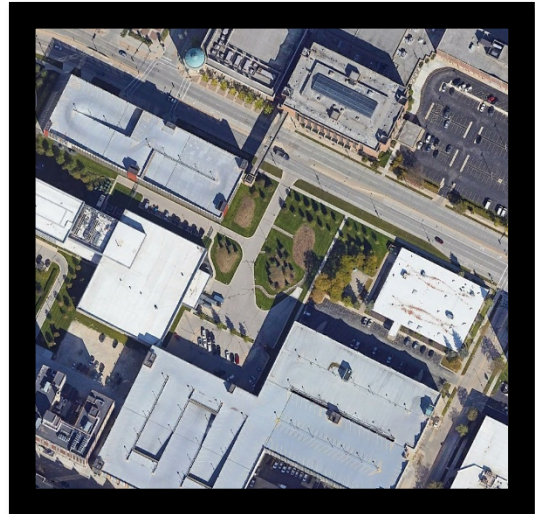
Evident in Table 15, the Pine Street Ramp has the capacity to absorb the Main Street Ramp parkers. Pine Street has an inventory of 1,843 spaces. By absorbing the 310 permit holders from the Main Street Ramp in addition to the 901 existing permit holders in the Pine Street Ramp, the total number of permits totals to 1,211. This leaves 632 open spaces for transient parkers. From the data collection periods, the combined peak occupancy only ever reached 750 vehicles. This was even performed during a convention center event. This analysis concludes that the Pine Street Ramp is an appropriate facility to absorb the Main Street Ramp parking demand.

In the stakeholder interviews, there was a hesitancy to require convention visitors to walk to the Pine Street Ramp. DESMAN recognizes that the Pine Street Ramp is not as conveniently located to the convention center as the Main Street Ramp currently is. There are strategic steps the city can take to address this concern and ease the transition to provide a comfortable pedestrian experience. The following recommendation explains this further.

14. Improve Pedestrian Access to the KI Convention Center

DESMAN recommends prioritizing pedestrians going to and from the Pine Street Ramp and KI Convention Center. There is an existing, paved sidewalk leading from Main Street to the Pine Street Ramp. It is recommended that the city construct a full- or partial- temperature controlled walkway along the existing sidewalk to ease the transition for pedestrians. A walkway with proper lighting that is protected from weather elements and has clear wayfinding can be an effective way to move people to their destinations.

A cross-walk across Main Street from the south-side sidewalk to the convention center will help to keep pedestrians safe from vehicle traffic. It should be noted that pedestrians are required to cross Main Street to access the Main Street Ramp as it is now.



15. Address Parking Facility Accessibility and Lighting Conditions

A number of stakeholders had concerns regarding safety, lighting, elevator functionality, and ADA accessibility in the ramps. One individual brought attention to the Cherry Street Ramp's non-functioning elevator and shortage of ADA spaces. DESMAN confirmed with the Parking Division that all elevator issues are related to supply-chain shortages and that routine maintenance checks are performed to ensure the safety and ramp functionality for its users.

To address issues of perceived safety, modern parking systems can include features such as CCTV cameras, lighting, and emergency phones, which can improve safety in parking areas. DESMAN recommends lighting levels of ten footcandles in parking aisles and five footcandles in parking stalls. Lighting is a major deterrent of criminal offenses in parking ramps and can help immensely with the perception of safety in the ramps.

16. Extend Parking Enforcement Hours

DESMAN recommends extending parking enforcement hours from Monday through Sunday, 8:00AM – 6:00PM on the east side of the river, and from 8:00AM – 9:00PM on the west side of river. Parking between on-street and off-street facilities should be consistent. The parking hours intend to capture the night-life activity that occurs along the Broadway corridor.

17. Follow-Through with the Approved LPR Enforcement Program

Comparable communities that have transitioned from manual enforcement to LPR enforcement have significantly increased the productivity and efficiency of their parking systems. LPR is so widely used today, that its initial controversies are near-redundant. According to the Parking Division, funds have been approved to quipped one vehicle with LPR hardware and software. DESMAN recommends transitioning completing to this type of enforcement.



18. Explore the Feasibility of a Merchant Validation Program

Several representatives of local businesses expressed a desire for discounted parking for their customers. For a discount parking validation program to be viable, it needs to be broadly supported and the scope and operational aspects of the program needs to be carefully considered. Overall, a parking validation program can give merchants the flexibility to offer their customers a VIP experience, reward them for their loyalty, and give them an incentive to return.

Users have the ability to validate parking digitally through the Passport app. If the city decides to implement a merchant validation program, the infrastructure is already there to make it happen.

19. Require Privately-Owned Facilities to Provide Signage and Wayfinding

Signage and wayfinding benefit all parking facilities whether they are privately or publicly owned. The owners of the facilities should be required to provide signage and wayfinding. In the case of the River Ramp, both the Parking Division and the owners of the facility, Foxconn, could be missing out on potential parking revenue from drivers not being able to located the ramp entrance. It would benefit both entities if signage were installed. In future parking agreements, the Parking Division should require the facility owners to provide signage.

20. Prepare Facilities for Electric Vehicle Charging Stations

The auto industry is transitioning to electric vehicles (EV) as consumer acceptance grows in the United States. With an increasing market share, the National Parking Association (NPA) estimates the percentage of EVs on the road to be 7.00% by 2030, 23.40% by 2040, and 42.20% by 2050, as seen in

Table 16: NPA EV Projections

	2025	2030	2035	2040	2045	2050
EV Parkers	3.0%	7.0%	14.0%	23.0%	32.0%	42.0%
EV Charging Stalls	0.6%	1.4%	2.8%	4.6%	6.4%	8.4%

Table 16. The number of EV charging stalls reflects approximately 20% of the total number of EV vehicles, since not all EVs need to charge simultaneously.

Source 21: National Parking Association

Modern parking systems can include features such as electric vehicle charging stations and bicycle parking facilities, which can help reduce the environmental impact of transportation. It is important to ensure that public parking facilities cater to this transition by making facilities *EV-Ready*.

21. Pick-Up / Drop-Off (PUDO) Lanes

DESMAN received varying feedback about PUDO lanes. The reality is that PUDO lanes are necessary with an increasing number of pick-up and drop-off services, as well as deliveries. PUDO lanes help improve the flow of traffic and are more effective than 30-Minute meters, etc. DESMAN recommends that the Parking Division establish a program to implement PUDO lanes at a business' request. The requesting entities should be responsible for capital costs. The Parking Division should be responsible for maintenance thereafter.

APPENDIX

Table 17 presents a review of the recommendations section. **Figure 6** presents a visual of the proposed changes to the parking system in downtown Green Bay. Refer to Figure 1 to compare the existing system with the proposed system.

Issues	Recommendations																				
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
Broadway Corridor Parking Shortage																					
Downtown Parking Over-Abundance																					
Meter Maximum Time-Limits																					
Planned Development Impacts																					
Broadway Corridor Parking Regulation																					
Desire for Mixed-Use Structures																					
Low Transient Parking Rates																					
Low Monthly Permit Parking Rates																					
Low Revenue Generation																					
Modern Technology																					
Modern Enforcement																					
Perceived Safety and Accessibility																					
Lack of Signage and Wayfinding																					
Communication with the Public																					
Main Street Ramp Agreement/Repairs																					
KI Concession Center Parking																					
Relative Financial Impacts	\$\$\$	\$	(\$)	(\$)	\$	(\$)	\$	\$	\$\$\$	\$	\$	(\$)	\$\$\$	(\$)	(\$)	\$	(\$)	(\$)	-	(\$)	-
Implementation Timeline	ST	ST	ST	MT	LT	MT	ST	ST	ST	ST	MT	MT	MT	MT	ST	ST	ST	ST	ST	LT	ST

\$\$\$ Significant Positive Impact on Net Revenue
 (\$\$\$) Significant Negative Impact on Net Revenue
 ST Short-Term
 MT Mid-Term
 LT Long-Term

Figure 6: Proposed Parking System Modifications



Source 22: DESMAN



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

MEETING DATE

July 26, 2023

PREPARED BY

AGENDA ITEM # E.8

Consideration with possible action on request by Department of Public Works to purchase one trailer mounted air compressor from Roland Machinery in the amount of \$25,221.19, using approved 2023 bond funding.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

\$25,221.19

ATTACHMENTS

1. Trailer Mounted Air Compressor Background and Recommendation
2. Copy of PI85 SOURCEWELL QUOTE CITY OF GREEN BAY 5-24 -2023

Memo



To: Steve Grenier
Director of Public Works

From: Nathan Wachtendonk
Fleet Manager

Date: June 6, 2023

Re: Trailer Mounted Air Compressor

Background:

The Department of Public Works utilizes trailer mounted air compressors to supply necessary air to various tools needed to perform street maintenance and repairs. The current trailer mounted air compressor #587, a 1988 Ingersol Rand has reached its maximum service life and a replacement has been approved in the 2023 budget.

Recommendation:

To purchase (1) Doosan P185 trailer mounted air compressor off the Sourcewell Contract #041719-CEC for the cost of \$25,221.19 which includes delivery, warranty and operator training.



1293 Glenway Drive
Statesville, NC 28625
Phone: 704-883-3500
Fax: 704-883-3770
www.doosanportablepower.com

COMPANY:	CITY OF GREEN BAY			DATE:	5/25/2023
CONTACT:	Nathan Wachtendonk			CUST. PO#	QUOTE
ADDRESS:	519 S Oneida Street			CUST. ACCT. #	326255
CITY, ST, ZIP:	Green Bay	WI	54303	PHONE #	
EMAIL:	nathan.wachtendonk@greenbaywi.gov			QUOTE #	PCD75376
SHIP TO:				FOB:	Statesville, NC
ADDRESS:				PREPAID: ()	
CITY, ST, ZIP:				COLLECT: ()	
QUANTITY	DESCRIPTION		LIST PRICE	SOURCEWELL PRICE	
1	P185/HP150WDO-T4F (STANDARD UNIT, NO OPTIONS)		\$ 35,330.00	\$ 22,611.20	
	BLOCK HEATER		\$ 251.67	\$ 161.07	
	EXTRA DISCOUNT			\$ (511.52)	
	SOURCEWELL CONTRACT # 041719-CEC				
	SOURCEWELL MEMBER # 25917				
	FOR : CITY OF GREEN BAY				
	DEALER PD & DELIVERY (PRE DELIVERVEY INSPECTION) (DEALER ROLAND EQ			\$ 850	
	FREIGHT TO WI (FROM FACTORY IN NC)			\$ 505	
	SURCHARGE			\$ 1,605.44	
	INVOCIE TO BE MADE OUT TO ROLAND EQUIPMENT				
	Lead time: UNIT IN STOCK - 510436UBAHH87				
			TOTAL EACH	\$ 25,221.19	
CUSTOMER SIGNATURE:			QTY	\$ 1	
* Availability subject to change. Please confirm lead time before ordering.			EXT TOTAL	\$ 25,221.19	
IF TAX EXEMPT, FURNISH TAX EXEMPTION CERTIFICATE FOR DOOSAN FILES					
MEMO: Please note that the leadtime is subject to change.					

GENERAL TERMS AND CONDITIONS OF SALE

1. GENERAL

Unless otherwise expressly notified by Doosan Infracore Portable Power (DIPP), in writing, all of CUSTOMER's order acknowledgments by DIPP and all sales made by DIPP to CUSTOMER shall be governed by these general terms and conditions of sale, which supersede and replace, in all respects, any general terms and conditions of purchase proposed by CUSTOMER. DIPP hereby gives notice of its objection to any additional or different terms included in any purchase order or other form submitted by CUSTOMER. Such additional or different terms shall not be included in this contract.

2. PRICES

(a) Unless otherwise specifically stated by DIPP, prices are in accordance with DIPP's price list in effect at the time of delivery, in U.S. dollars, and do not include the cost of special packing, insurance fees, taxes or duties, or any other charges which may be applicable to the sale, export or import of the goods.

(b) All prices are subject to alteration to conform with the published prices in effect at the date of delivery. Such prices are subject to increase by DIPP at any time upon thirty (30) days notice.

3. SHIPMENT

(a) Unless specified by CUSTOMER, DIPP shall select the method of transportation, including place or places of storage, if necessary, in accordance with the shipping conditions current at the time of or during shipment. Upon CUSTOMER's request and subject to availability, DIPP will arrange to obtain ocean freight space, marine insurance (which shall include standard warehouse to warehouse coverage), war risk insurance and forwarder's services. All such charges shall be payable by CUSTOMER.

(b) All shipments are made for CUSTOMER's account. If shipments are delayed because of delayed payments or insufficient or delayed shipping instructions from CUSTOMER, CUSTOMER shall be charged for storage costs beginning one month after DIPP's notice that the PRODUCTS ordered are ready for shipment and, if PRODUCTS are stored in DIPP's factory, such charge shall be not less than one-half percent (1/2%) per month of the amount invoiced.

(c) Partial shipments may be made and payments therefore shall become due in accordance with the terms hereof, as shipments are made and invoices rendered.

(d) Claims for shortages must be made by CUSTOMER immediately upon receipt of goods.

4. DELIVERY DATE

(a) All dispatch, shipping and delivery dates are estimates only and all such estimates are given on the understanding that CUSTOMER will promptly give all necessary instructions or information to DIPP, including satisfactory assurance to DIPP that CUSTOMER will be able to comply with the agreed terms of payment.

(b) DIPP shall not be liable for loss or damage due to delay in delivery or manufacture resulting from any cause beyond DIPP's reasonable control, including but not limited to, compliance with any government regulations or orders, acts of God, acts or omissions of CUSTOMER, fire, strikes, and factory shut-down. Any delay resulting from any such cause shall constitute cause for extended delivery dates and shall not entitle CUSTOMER to cancel its order.

5. TITLE AND RISK OF LOSS

Title and risk of loss or damage to the PRODUCTS shall pass to CUSTOMER upon tender of delivery F.O.B. DIPP's manufacturing facility, even if transportation or shipping costs are payable by DIPP, unless otherwise agreed upon by the parties, except that a security interest in the PRODUCTS shall remain in DIPP, regardless of mode of attachment to realty or other property, until full payment has been made therefore. CUSTOMER agrees upon request to do all things and acts necessary to perfect and maintain such security interest and shall protect DIPP's interest by adequately insuring the PRODUCTS against loss or damage from any cause wherein DIPP shall be named as a loss payee.

6. WARRANTY

DIPP warrants each new PRODUCT sold by it hereunder shall be free from defects in material and workmanship for the periods of time specified in the applicable warranties of DIPP for such PRODUCTS, which are incorporated herein by reference. This warranty shall be conditioned upon:

- (a) The return of the defective parts (transportation charges prepaid), if DIPP so desires; and
- (b) Recognition by DIPP of the warranty claims as justified.

The warranty does not cover normal wear and tear, damages due to overloading or other misuse or due to negligence in service or maintenance, climatic influence or acts of God, nor does the warranty apply to machines or accessories or attachments which have been repaired or altered without DIPP's consent.

DIPP's obligation under the warranty is expressly limited to the replacement or repair of such part or parts which have proven to be defective.

DIPP does not bear any transportation costs of parts or assemblies in connection with warranty service.

Parts and accessories used in the PRODUCTS, but not manufactured by DIPP, shall be subject to the warranty regulations of the manufacturer.

THE FOREGOING WARRANTY IS EXCLUSIVE. DIPP DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. DIPP SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OR INTERRUPTION OF BUSINESS, LOST PROFITS AND LOSS OF USE, WHETHER BASED ON CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTE OR OTHERWISE, EVEN IF DIPP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF DIPP WITH RESPECT TO THE PRODUCTS FURNISHED HEREUNDER SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS UPON WHICH SUCH LIABILITY IS BASED.

7. ASSIGNMENT

DIPP may assign any contract of sale, any individual right thereunder or the receivable resulting therefrom, to any third party without CUSTOMER's consent.

8. PAYMENT

(a) Except as otherwise agreed, standard terms of payment shall be cash or a confirmed irrevocable letter of credit (to be confirmed at a bank acceptable to DIPP), for the entire purchase price payable in full upon delivery of the PRODUCT. Any deviation from such

standard payment terms shall be subject to DIPP's credit approval with respect to the terms of any credit or deferred payment.

(b) In the event of CUSTOMER failing to pay the full amount due on the stated maturity date, CUSTOMER shall pay to DIPP late interest on the unpaid portion of the purchase price at the annual rate of 2% over the prime rate as established by the Federal Reserve in effect on the date of the unpaid invoice for CUSTOMERS located in the United States, Canada or Mexico and five percent (5%) over London Interbank Rate (LIBOR) in effect on the date of the unpaid invoice for all other CUSTOMERS.

(c) It is expressly agreed that in case of nonpayment or delayed payment, the amount due is automatically increased by ten percent (10%) as liquidated damages; in addition, all legal costs (including attorney's fees) incurred by DIPP as a result of CUSTOMER's nonpayment or delayed payment shall be borne by CUSTOMER.

(d) If, prior to payment, CUSTOMER's financial position is, in DIPP's reasonable judgment, deteriorating, DIPP shall, upon its request be granted adequate security.

(e) CUSTOMER alleging a counterclaim may not withhold payment or offset against payments owed to DIPP, unless CUSTOMER's counterclaim is undisputed by DIPP or adjudicated by a final court decision.

(f) If, in the event of an installment sale, CUSTOMER should fail to pay one of the installments within eight (8) days after the stated maturity date, the outstanding aggregate balance shall accelerate and fall due immediately.

(g) DIPP may, in its sole discretion, accept drafts, bills of exchange, promissory notes or other negotiable payment instruments in lieu of payment; however, they constitute payment only when honored by CUSTOMER. Fees and taxes incurred in connection with such instruments or a protest thereof shall be borne by CUSTOMER. In case such instruments are protested or turn out not to be rediscountable, DIPP may return them to CUSTOMER and demand immediate cash payment.

(h) DIPP reserves the right to allocate payments made by CUSTOMER against any amounts due from DIPP's business relations with CUSTOMER, irrespective of the purpose of the payment stipulated by CUSTOMER.

9. EXPORT AND RESALE RESTRICTIONS

CUSTOMER will not sell or export the PRODUCTS, or knowingly sell the PRODUCTS for export, to persons or territories prohibited by the export laws of the United States of America.

10. NO WAIVER

No waiver, modification or addition to any of the above terms and conditions will be binding, unless in writing by DIPP, and no waiver of one breach will operate as a waiver of any subsequent breach.

11. CHOICE OF LAW AND JURISDICTION

These terms and conditions shall be construed, and the legal relations between CUSTOMER and DIPP shall be determined, in accordance with the substantive laws of the State of North Carolina for CUSTOMERS located in the United States, Canada or Mexico and in accordance with the substantive laws of Ireland for all other CUSTOMERS, except that any rules with respect to conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods shall not apply. All disputes arising in connection with any order by any CUSTOMER located in the United States, Canada or Mexico hereunder shall be finally settled by arbitration conducted in Charlotte, North Carolina under the Rules of the American Arbitration Association by one or more arbitrators appointed in accordance with such rules. All disputes arising in connection with any order by all other CUSTOMERS hereunder shall be finally settled by arbitration conducted in Dublin, Ireland under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with such rules.

12. CANCELLATION

CUSTOMER may cancel its order, reduce quantities, revise specifications or extend schedules only by mutual agreement with DIPP as to reasonable and proper cancellation charges which shall take into account expenses already incurred and commitments made by DIPP, and CUSTOMER shall indemnify DIPP against any loss resulting therefrom.

13. PATENTS AND TRADEMARKS

DIPP shall defend, or in its sole discretion, effect settlement of any litigation or claim brought against CUSTOMER so far as based on a contention that any PRODUCT of DIPP's design sold to CUSTOMER by DIPP constitutes an infringement of any patent, or on a contention that the DIPP trademarks infringe upon the rights of third parties, provided that DIPP is notified promptly in writing of such litigation or claim and is given the authority, information and assistance (at DIPP's expense) reasonably requested by DIPP for the defense or settlement of same. In such event DIPP shall pay any final and non-appealable judgment and any costs awarded against CUSTOMER in any such litigation to the extent such judgment or costs relate solely to such alleged patent or trademark infringement. The foregoing states the entire liability of DIPP for patent and trademark infringement by any PRODUCT. CUSTOMER agrees to hold DIPP harmless from all liability and litigation expense based upon alleged infringement of any patent or other intellectual property right resulting from equipment added to or changes made in PRODUCTS after they have left DIPP's plant or based on designs furnished by CUSTOMER.

14. SPECIFICATIONS AND IMPROVEMENTS

Unless expressly otherwise provided, DIPP's specifications concerning PRODUCTS are subject to change by DIPP in the course of manufacture without notice to CUSTOMER. It is DIPP's policy to constantly strive to improve its PRODUCTS. DIPP therefore reserves the right to make changes in design, and other changes, whenever DIPP believes its PRODUCTS will be improved thereby, but without any obligation to incorporate any such changes retroactively.

15. TOOLS

The title and right to and possession of any tools, dies, jigs, fixtures or patterns shall remain in DIPP, whether or not the cost, or any part thereof, is charged to CUSTOMER, unless DIPP otherwise specifically agreed in writing.



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

MEETING DATE

July 26, 2023

PREPARED BY

AGENDA ITEM # E.9

Consideration with possible action on request by Department of Public Works to approve an amendment to the State/Municipal Agreement (SMA) between the City of Green Bay and Wisconsin Department of Transportation (WisDOT) for project 4987-14-00/71, Manitowoc Road Sidewalk.

BACKGROUND

The City and WisDOT entered into a SMA for the installation of sidewalk along Manitowoc Road, Pecan Street, and Hemlock Drive as part of a Transportation Alternatives Program (TAP) project. The SMA provided \$558,242 in federal funding to complete both design and construction of the project. Subsequent to the completion of the SMA, the City was given the opportunity to update our anticipated project costs. As costs have risen since the initiation of the project, City staff submitted revised costs to WisDOT. WisDOT has provided an updated SMA, providing \$808,107 in federal funding to complete design and construction of the project.

RECOMMENDATION

To approve the revised SMA and authorize the Director to execute.

FISCAL IMPACT

ATTACHMENTS

- I. 4987 14 00_71 C GREEN BAY, MANITOWOC RD SIDEWALK REV1 SMA 07062023



**STATE/MUNICIPAL
AGREEMENT
FOR AN
INFRASTRUCTURE
TRANSPORTATION
ALTERNATIVES
PROGRAM (TAP)
PROJECT**

Subprogram #: 290

Program Name: TAP

Revised Date: 7/6/2023

Date: 1/11/2023

I.D.: 4987-14-00/71

WisDOT UEI #: CBE4JHP1S8H7

Project Sponsor UEI #: TBD

FAIN ID: TBD

Project Title: C Green Bay, Manitowoc Rd Sidewalk

Location/Limit: STH 29 – Hemlock Dr

Project Length (if applicable): 1.75 miles

Project Sponsor: City of Green Bay

County: Brown

MPO Area (if applicable): Green Bay

The signatory, the **City of Green Bay**, hereinafter called the Project Sponsor, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the transportation project hereinafter described.

Wisconsin Statute 85.021 authorizes the State to administer a program to award grants of assistance to certain political subdivisions, state agencies, counties, local government units, and Indian tribes consistent with federal law 23 USC sec. 213 (revised to 23 U.S.C. sec. 133 per the FAST Act of 2015).

The authority for the Project Sponsor to enter into this State/Municipal Agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301(2) of the Wisconsin Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project will be submitted for approval in a federally funded program. The Project Sponsor agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: The existing facilities on Manitowoc Road, Pecan Street and Hemlock Drive lack sidewalk. Many pedestrians use the parking and travel lanes in the area to reach shopping and dining locations. The lack of sidewalk on Manitowoc Road also creates a barrier for Wilder Elementary School students to walk and bike to school.

Proposed Improvement - Nature of work: The proposed project will consist of constructing 1.75 miles of new sidewalk on both sides of Manitowoc Road, Pecan Street and Hemlock Drive and will create connectivity to neighborhoods and major intersections with signalized pedestrian crossings. The sidewalk project will connect to recently constructed sidewalk facilities on Main Street.

The Project Sponsor agrees to the following State Fiscal Year 2022-2026 TAP project funding conditions:

All Project Sponsors and processes, including real estate acquisition and environmental documentation, must comply with *A Sponsor's Guide to Non-Traditional Transportation Project Implementation* (Sponsor's Guide) and the current WisDOT Facilities Development Manual (FDM).

The subject project is funded with 80% federal funding up to a maximum of **\$808,107** for all federally-funded project phases when the Project Sponsor agrees to provide funds in excess of the **\$808,107** federal funding

maximum, in accordance with TAP guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

The project is subject to a discretionary Disadvantaged Business Enterprise (DBE) goal assessment. The Catalogue of Federal Domestic Assistance (CDFA) number for this project is 20.205 – Highway Planning and Construction.

The subject project must be commenced within four (4) years of the project award date or the grant is rescinded. Sec. 85.021, Wis. Stats.

- 1) For construction projects, a project is commenced when construction is begun.
- 2) For planning projects, a planning project is commenced when the planning study is begun.
- 3) For non-infrastructure projects that do not fall within any of the above categories, a project is considered commenced on the date that the State receives the first reimbursement request from the Project Sponsor, as noted on form DT1713 in the 'Date Received' field.

Project Award date: 8/25/2022

Commencement deadline: 8/25/2026

Completion deadline: 6/30/2029

The project commencement deadline is fixed by statute and may not be extended.

The subject project must be completed by 6/30/2029, and the Project Sponsor must submit a project completion certificate to the State central office on or before this date. The State may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

In the summary funding table below, the federal share of the total estimated cost distribution indicates the maximum amount of federal funding available to the project, to be distributed across federally-funded project phases. The final Project Sponsor share is dependent on the final federal participation, and the actual costs will be used in the final division of costs for billing and reimbursement.

SUMMARY OF COSTS					
PROJECT TYPE	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
Design ID 4987-14-00					
Design Plan Development	\$149,694	\$119,755	80%	\$29,939	20%+BAL
State Review	\$11,760	\$9,408	80%	\$2,352	20%+BAL
<i>Design Subtotal</i>	\$161,454	\$129,163	80%	\$32,291	20%+BAL
Construction ID 4987-14-71					
Participating Construction	\$1,116,533	\$614,046	80%	\$502,487	20%+BAL
Construction Engineering	\$102,406	\$56,319	80%	\$46,087	20%+BAL
State Review	\$15,600	\$8,579	80%	\$7,021	20%+BAL
<i>Construction Subtotal</i>	\$1,234,539	\$678,944		\$555,595	20%+BAL
Total Est. Cost Distribution	\$1,395,993	\$808,107	MAX*	\$587,886	N/A

*This project has a TAP federal funding maximum of **\$808,107**. This maximum is cumulative for all federally funded project phases.

This request is subject to the terms and conditions that follow (pages 4–10) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived, or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

Signed for and in behalf of the City of Green Bay _____ (please sign in blue ink)		
Name	Title	Date
Signed for and in behalf of the State _____ (please sign in blue ink)		
Scott Nelson, P.E. <i>Name</i>	Northeast Region SPO Manager <i>Title</i>	_____ <i>Date</i>

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.
3. The initiation and accomplishment of the project will be subject to the applicable federal and state regulations, as referenced in the document *A Sponsor's Guide to Non-Traditional Project Implementation*. The Project Sponsor, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in 23 U.S.C. 139 and the National Environmental Policy Act (42 U.S.C. 4321 et seq.).
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. Sec. 16.765. The Project Sponsor agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition, the Project Sponsor agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Project Sponsor agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. All applicable DBE requirements that the State specifies.
 - d. Federal and state statutes that govern the Transportation Alternatives Program including 23 USC sec. 213 (revised to 23 U.S.C. sec. 133 per the FAST Act of 2015).
4. Additional applicable state and federal requirements may include, but are not limited to, the following:
 - a. Prevailing wage requirements, including but not limited to 23 U.S.C. 113 and Wis. Stat. Sec. 103.50.
 - b. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. Sec. 16.754.
 - c. Competitive bidding requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06.

STATE RESPONSIBILITIES AND REQUIREMENTS:

5. Funding for the project is subject to inclusion in Wisconsin's approved Transportation Alternatives Program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. Storm sewer mains necessary for the surface water drainage.
 - c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.

- d. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - e. Signing and pavement marking, including marking of detour routes. Detour routes and haul roads are not eligible on local projects.
 - f. New installations or alteration of street lighting and traffic signals or devices.
 - g. Landscaping.
 - h. Preliminary Engineering.
 - i. Real estate for the improvement.
 - j. State Review Services.
 - k. Other eligible TAP non-infrastructure items as enumerated in the approved application.
6. Project items purchased with federal funding are for the primary use of the Transportation Alternatives Program.
7. State Disbursements:
- a. Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of Reimbursement Requests for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the state.
 - b. A final adjustment of state payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Project Sponsor shall refund to the State upon demand a sum equal to the overpayment.

PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:

8. Work necessary to complete the TAP project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below, when applicable to the project.
- a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The Project Sponsor is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).

9. The work eligible for Federal and State participation will be administered by the Project Sponsor. The Project Sponsor is an eligible recipient of these grant funds pursuant to Wis. Stat. Sec. 85.021 and all applicable federal laws 23 USC sec. 213 (revised to 23 U.S.C. sec. 133 per the FAST Act of 2015).
10. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the requirements of 23 CFR 172 and procedures published in the Wisconsin Department of Transportation Facilities Development Manual (FDM), Chapter 8, Consulting Services.
11. The Project Sponsor must receive, read, and agree to meet the requirements outlined in the *Sponsor's Guide to Non-Traditional Transportation Project Implementation*. The Project Sponsor must indicate this understanding and agreement by submitting the *Sponsor's Guide Acknowledgement Form*, which must be accepted by the State before approval of this State/Municipal Agreement shall be granted
12. The Project Sponsor must complete and submit *Certification for Non-Traditional Project Administration and Delivery* documentation, and this documentation must be accepted by the State before approval of this State/Municipal Agreement shall be granted. The Project Sponsor, and all consultants and other entities working on behalf of the Project Sponsor, are required to comply with the federal and state rules and requirements for projects being administered through a local letting process.
13. The project, in accordance with its scope, must employ the services of a registered professional engineer, architect or landscape architect, to be responsible for design and construction engineering and related activities.
14. A copy of the plans, specifications, and estimates containing the engineer's, architect's, or landscape architect's seal as prepared for bidding purposes (in accordance with project scope) must be provided to the State for approval prior to advertising the project for bids.
15. The improvement will take place in accordance with the appropriate standards unless an exception to standards is granted by the State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Project Sponsor unless such exception is granted.
16. Work to be performed by the Project Sponsor without Federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.
17. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.
18. The project is subject to a discretionary DBE goal assessment.
19. The Project Sponsor will not proceed with any State/Municipal Agreement revisions without first receiving prior approval from the State. A change order must be executed for revisions to the State/Municipal Agreement prior to the Project Sponsor's request for reimbursement for the revisions.
20. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.
21. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project upon demand.
22. Sponsors of TAP projects within the Safe Routes to School eligibility category are required to conduct pre and post project/activity surveys using the SRTS Parent Survey and Student Tally Sheets. The results will be provided to the State at the conclusion of the project.

23. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all Local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.
24. The Project Sponsor shall allow the State and US Department of Transportation auditors to have access to the Project Sponsor's records and financial statements as necessary for determining the presence of and compliance with all information and requirements specified in 2 CFR 200.332-(a) as amended effective November 12, 2020.
25. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in S. 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.
26. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
27. When applicable to the project, the Project Sponsor will at its own cost and expense:
- a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
 - e. Provide relocation orders and real estate plats and easements, as required by the project.
 - f. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
 - g. Provide maintenance and energy for lighting.

- h. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

28. It is further agreed by the Project Sponsor that:

- a. The Project Sponsor assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the State and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this State/Municipal Agreement.
- b. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer, or anyone hired, contracted, or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse the State if the State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Project Sponsor will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Project Sponsor or by others, will be in conformity with such "Manual on Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

29. The subject project must be completed by the project completion date, listed on page 2 of this agreement, and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. The State may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

LEGAL RELATIONSHIPS:

30. Responsibility for Damage and Tort Claims: The Project Sponsor and the Project Sponsor's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Project Sponsor; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Project Sponsor; or because of any claims or amounts recovered for any infringement by the Project Sponsor of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the Project Sponsor's employees; or any other law, ordinance, order or decree relating to the Project Sponsor's operations. So much of the money due the Project Sponsor under and by virtue of the contract as shall be considered necessary by the State for such purposes, may be retained for the use of the State; or, in case no money or insufficient money is retained, the Project Sponsor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the State; except that money due the Project Sponsor will not be withheld when the Project Sponsor produces satisfactory evidence that the Project Sponsor is adequately protected by public liability and property damage insurance. The Project Sponsor also shall comply with all of the above requirements indemnifying and saving harmless the county, town, or municipality in which the improvement is made and each of them separately or jointly and officers and employees.

The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U.S.C. 4331 - 4332, 23 U.S.C. 138 or Public Law 91-646.

It shall be the Project Sponsor's responsibility to see that all of the contract operations incident to the completion of the contract are covered by public liability and property damage liability insurance so the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations. This requirement shall apply with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them.

It is the express intent of this provision that a Project Sponsor that is a county, town or municipality may and should contractually pass on this entire Responsibility for Damage and Tort Claims provision to any public and private entities with which it may subcontract any of the work covered by this State/Municipal Agreement.

- a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under Wis. Stat. Sec. 779.14.
- b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.

31. The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29:

- a. Are not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;
- b. Have not, within a three-year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated above;
- d. Have not within a three-year period preceding this State/Municipal Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default; and
- e. That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 -- Covered Transactions, have certified in writing that neither they or their principals are currently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, State or Local transaction by any Federal, State or Local department, agency or official.

32. *Contract Modification:* This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived, or terminated orally.

33. *Binding Effects:* All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors, and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party beneficiary rights to be held by any person or entity who is not a party to this State/Municipal Agreement. Nor does it accord on any non-party the right of enforcement.

34. *Choice of Law and Forum:* This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein

and, in any deed, executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

35. Nothing in this State/Municipal Agreement shall be construed as a waiver of the State's sovereign immunity.

PROJECT FUNDING CONDITIONS

36. Non-Appropriation of Fund: With respect to any payment required to be made by the Department under this State/Municipal Agreement, the parties acknowledge the Department's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Project Sponsor or the Department may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
37. Maintenance of Records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

Records pertaining to the performance of the State/Municipal Agreement are subject to disclosure pursuant to Wis. Stats. Sec. 19.31 et seq., and shall be preserved by the Project Sponsor.

38. The Project Sponsor agrees to the following State Fiscal Year 2022-2026 TAP project funding conditions: The maximum participation of federal funding will be limited to 80% of the actual eligible project cost or the total cost distribution of TAP funds shown on page 3 of this State/Municipal Agreement, whichever is less. The project federal funding maximum of **\$808,107** is cumulative for all federal funded project phases.



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

MEETING DATE

July 26, 2023

PREPARED BY

AGENDA ITEM # E.10

Consideration with possible action on request by Downtown Green Bay Inc. to add a public trash can on the west side of Washington Street at the Northland Avenue intersection.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

July 26, 2023

PREPARED BY

AGENDA ITEM # E.II

Consideration with possible action to accept a grant agreement of \$85,635.00 from the Fund for Lake Michigan to hire a consultant for the East River Flood Mitigation Study.

BACKGROUND

The City of Green Bay (City) proposes to improve flood hazard conditions along the East River through development of a planning approach that addresses needs and is consistent with the Brown County 2020 All Hazards Mitigation Plan. City residents within the floodplain of the East River face frequent flooding due to changes in the frequency and intensity of storm events, undersized stormwater infrastructure and development pressure in flood prone zones. Sixteen flood and flash flood events have occurred in Brown County since 1990, impacting critical City facilities, public health and safety, infrastructure, and economics. Areas adjacent to the East River are identified by FEMA as areas at greatest risk for flood hazards. The City's overall goal of this project is to develop feasible flood mitigation strategies for the East River, which can be implemented within City-owned or managed properties. This project will collect and review existing data, including available models; complete modeling and conveyance assessments; prepare concept plans for three flood mitigation solutions, and one preliminary plan to address flooding threats. A variety of stakeholders and project partners will be involved in the planning process, to mitigate flooding hazards and reduce flood levels during peak storm events. The City will use funding from the Fund for Lake Michigan to support the planning and development of flood mitigation strategies along the East River. By funding this project, the City will take the necessary steps towards implementing flood mitigation controls on municipally owned or managed lands within the East River floodplain, benefiting residents, City infrastructure and facilities, public health and safety, and improving water quality to the East River and Bay of Green Bay/Lake Michigan. Construction or additional design work will be funded under separate grant funding.

RECOMMENDATION

To approve a grant agreement of \$85,635 from the Fund for Lake Michigan.

FISCAL IMPACT

Grant match of \$1,250 provided by in-kind staff time.

ATTACHMENTS

- I. Grant Acceptance_East River Flood Mitigation Plan Project_Fund for Lake Michigan



GRANT TRACKING FORM

PART #1: Notification of Grant Funds

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

APPLICANT DEPARTMENT: Public Works

DATE: 03/03/2023

APPLICANT DEPARTMENT GRANT CONTACT NAME/TITLE: Melissa Schmitz/Resiliency Coordinator

APPROPRIATE COMMITTEE: Improvement & Services

NAME OF GRANT/FUNDING SOURCE: East River Flood Mitigation Planning Project/ Fund for Lake Michigan

AMOUNT OF GRANT REQUEST: \$85,635

LOCAL MATCH REQUIREMENT: \$1,250

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

TIMEFRAME OF GRANT: 07/1/2023 through 06/30/2024

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

PURPOSE OF GRANT (summary): Develop feasible flood mitigation strategies for the East River, which can be implemented within City-owned properties. The project will update and examine existing data and H&H modeling studies, prepare concept plans for 3 flood mitigation solutions, and 1 preliminary plan to address flooding threats.

How does the grant meet City/Department needs? The project supports the City's goals of improving flood hazard conditions along the East River and is consistent with the Brown County 2020 All Hazards Mitigation Plan (adopted by GB CC on 02/02/2021).

What are the personnel requirements (include both existing and new staff) of the grant? Resiliency Coordinator (RC) and Stormwater Utility Engineer will contribute staff time, i.e. data gathering, meetings, consultant coord., review/input into deliverables.

DEPARTMENT HEAD SIGNATURE: _____

PART #2: Request to Accept Grant Funds

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

AMOUNT OF GRANT AWARD: \$39,000

CFDA/STATE ID #: _____

LOCAL MATCH REQUIREMENT: \$1,250

Please describe the source of match, if applicable: In-kind staff time contributions.

Please describe any major changes in proposed grant-funded activities: _____

Please describe what the grant money will be spent on: Engineering Consultant costs and ~5% of RC's salary.

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

FC = Finance Committee

1. Name of Organization	2. Project Title:
City of Green Bay	City of Green Bay East River Flood Mitigation Project
3. Brief Summary of the Project: <i>Please include: 1) the problem the project intends to address, 2) the activities your organization will conduct for this project, and 3) the outcomes you hope to achieve for water quality. <u>Your summary should fit in this box.</u> Please note that this document will be shared directly with the trustees of the Fund for Lake Michigan.</i>	
City of Green Bay residents and businesses within the floodplain of the East River face frequent flooding due to changes in the frequency and intensity of storm events, undersized stormwater infrastructure and development pressure in flood prone zones. Sixteen flood and flash flood events have occurred in Brown County since 1990, impacting critical facilities, public health and safety, infrastructure, and economics. The combination of increased runoff and inadequacies within the current stormwater infrastructure has led to major flooding and increased stormwater pollution discharge to the East River, Bay of Green Bay, and Lake Michigan. These extreme rainfall events and flooding have increased during the last century and are expected to continue under future climate predictions. The City of Green Bay (City) seeks funding to develop flood mitigation strategies to protect critical infrastructure and human health and safety. As part of this project, the City will work closely with partners, contracted staff and the community to complete the following: 1) a concept level study/design for flood water storage systems at three locations on municipal owned lands within the East River floodplain; and 2) move one priority project forward through the preliminary stage, with the goal of having a shovel -ready project at the completion of this project. In collaboration with a variety of capacity-building stakeholders, the City has the opportunity to leverage a growing watershed-focused effort to plan and implement nature-based solutions to make the City a resilient coastal community. The overall goal is to develop feasible flood mitigation strategies for the East River, which can be implemented within City-owned or managed properties. Long-term benefits from this project will include a more resilient and connected community, enhanced habitats, flourishing native plants and pollinators, improved water quality, increased stormwater capacity, reduced local costs associated with short-term/emergency critical infrastructure improvements, and engaged residents with a shared appreciation for their community and surrounding watersheds. Mitigating flood risk will reduce the enormous costs associated with taxpayer funded disaster relief, including damages to streets, bridges, stormwater and private property. Mitigation will also protect critical community facilities, reduce exposure to liability, and minimize community disruption. The most cost-effective solution is to implement mitigation strategies before a large storm event, and to ensure these investments are resilient and last for decades. This project will start the planning phase to implement these mitigation strategies for long-term benefits to the community.	



Fund for Lake Michigan

Fund for Lake Michigan Budget Template

Grantee Name: City of Green Bay

Project Name: City of Green Bay East River Flood Mitigation Project

Grant Period: July 2023 - December 2024

Total Project Expenses: \$375,885

Amount Requested from the Fund for Lake Michigan: \$85,635

Proposed Project Expenses (See Instructions) NOTE: Please add rows for specific line items under each category.	Total Project Expenses	Fund for Lake Michigan Share
Salaries, Taxes, and Benefits - By Position (see Instructions)		
Resiliency Coordinator	17,635	5,000
Stormwater Utility Engineer	1,250	
<u>Subtotal Salaries and Benefits</u>	<u>18,885</u>	<u>5,000</u>
Materials and Supplies		
Provide identify individually material purchases in excess of \$5,000		
<u>Subtotal Materials and Supplies</u>	<u>0</u>	<u>0</u>
Equipment		
Please identify individually equipment purchases in excess of \$5,000		
<u>Subtotal Equipment</u>	<u>0</u>	<u>0</u>
Other Direct Expenses		
Please identify individually items in excess of \$5,000		
<u>Subtotal Other Direct Expenses</u>	<u>0</u>	<u>0</u>
Contract Services		
Please identify individually contract services in excess of \$5,000		
Project Coordination and Data Collection	13,500	10,200
Flood and Conveyance Modeling	15,500	11,600
Flood Mitigation Concepts and Cost-benefit	27,000	20,335
Summary Technical Memo	8,500	6,500
Preferred Concept Topo Survey	7,500	5,700
Preferred Concept 90% Design	35,000	26,300
Implementation	250,000	
<u>Subtotal Contract Services</u>	<u>357,000</u>	<u>80,635</u>
Indirect Expenses (see Instructions)	<u>0</u>	<u>0</u>
	0	
<u>Subtotal Indirect Expenses</u>	<u>0</u>	<u>0</u>
Total Project Expenses	375,885	85,635

Proposed Project Revenue (See Instructions) NOTE: Please add rows for specific line items under each category.	Secured, Pending, Planned, or In-kind	Total Project Revenue
Fund for Lake Michigan	Planned	85,635
Wisconsin Coastal Management Program - planning	Recommended for Funding	39,000
Natural Resource Damage Assessment - implementation	Planned	250,000
City of Green Bay	In-kind	1,250
Total Project Revenue		375,885

From: [Casey Eggleston](#)
To: [Melissa Schmitz](#)
Subject: Grant Contract
Date: Monday, April 10, 2023 10:04:33 AM
Attachments: [City of Green Bay grant contract.pdf](#)

Hello Melissa,

It is my pleasure to inform you that the trustees of the Fund for Lake Michigan have approved a grant of \$85,635 to the city of Green Bay to support the **East River Flood Mitigation Project**.

The Fund for Lake Michigan is a donor-advised fund of the Greater Milwaukee Foundation, Inc. You should receive your initial grant payment directly from the GMF once the attached grant agreement is signed and returned to the Fund for Lake Michigan. The grant agreement includes payment dates, reporting requirements and other important information and conditions of the grant. Please check the reporting and payment dates to make sure they make sense for your project, then send the signed contract electronically to casey@fundforlakemichigan.org.

We are excited about this project and are honored to support your organization. For all publications and correspondence, please refer to this as a grant from the **Fund for Lake Michigan**. The Fund's name and logo should appear in publications, electronic materials, and on signs for events or projects supported by the grant.

Congratulations and best wishes. We look forward to hearing updates on your progress and hope that you will not hesitate to contact the Fund if we can further assist your efforts.

--

Casey Eggleston

Program Officer, Fund for Lake Michigan

Global Water Center

247 W. Freshwater Way, Suite 210

Milwaukee, WI 53204

Ph: 608-334-7788

casey@fundforlakemichigan.org



A fund within the Greater Milwaukee Foundation
c/o Greater Milwaukee Foundation
101 W. Pleasant St., Milwaukee, WI 53212
phone: (414) 272-5805

Fund for Lake Michigan Grant Agreement for Grant: 114723

The grant to your organization from the Fund for Lake Michigan (the Fund) at the Greater Milwaukee Foundation (the Foundation) is for the explicit purpose(s) described below and in your grant application to the FFLM and is subject to your acceptance of the following conditions. To acknowledge this agreement, to accept the grant, and to be eligible to receive the funds when needed, **return one signed copy of this grant contract to the Fund for Lake Michigan via email to casey@fundforlakemichigan.org.**

Grant Information

Grantee name:	City of Green Bay		
Amount of grant:	\$85,635	Date authorized:	03/21/2023
Grant purpose:	East River Flood Mitigation Project		
Grant period begins:	7/1/2023	Ends:	6/30/2024
Payment schedule:	\$80,000 on 7/1/2023 and \$5,635 on 6/30/2024		
Reporting schedule:	A final report is due 6/30/2024		
Special conditions:	if section IIA applies, final payment may not be issued until signage and other requirements have been met		

Special Provisions

All grants are made in accordance with current and applicable laws and pursuant to the Internal Revenue Code, as amended, and the regulations issued thereunder.

Please read the following carefully:

I. EXPENDITURE OF FUNDS

This grant is to be used only for the purpose described in the grant application and in accordance with the approved budget. The program is subject to modification only with prior written approval from the Fund and the Foundation.

- A. The grantee shall return to the Foundation any unexpended funds:
 - 1. if the Fund or Foundation determines that the grantee has not performed in accordance with this agreement and approved program/budget,
 - 2. if the grantee loses its exempt "public charity" status under Section 501(c)(3) of the Internal Revenue Code, or
 - 3. if the grant period has ended.
- B. No funds provided by the Foundation may be used for any political campaign, legislation, candidates, or office holders, or to support attempts to influence legislation or public policy positions by any government body, other than through making available the results of nonpartisan analysis, study, and research. Grantees may be required to note in presentations or printed publications resulting from the grant that such conclusions do not reflect the position of the Fund for Lake Michigan or the Greater Milwaukee Foundation.
- C. Unless specifically authorized by the Foundation, expenses charged against this grant may not be incurred prior to the effective date of the grant or subsequent to the termination date, and may be incurred only as necessary to carry out the purposes and activities of the approved program.
- D. The grantee organization is responsible for the expenditure of the funds and for maintaining adequate supporting records consistent with generally accepted accounting practices.
- E. Private entities receiving funds from the Fund must solicit competitive bids for all contracts and other expenses estimated to be over \$50,000. Public entities receiving funds from the Fund must follow their own procurement laws and policies.

II. SIGNAGE AND PUBLICITY

- A. The grantee will include the Fund's logo and denote the Fund as a supporter of the project on printed materials, event announcements, the grantee's or project's website, and other media.
- B. When applicable, Fund staff will be included in major press announcements involving the project described in the proposal, such as ground-breakings, ribbon cuttings, and award ceremonies.
- C. The grantee is encouraged to acknowledge the Fund's support on social media and to follow the Fund for Lake Michigan on Twitter, Facebook, and LinkedIn.
- D. The grantee will periodically share other photos, video clips, news articles, and other outreach materials that show the impact of the Fund's grant. These materials can be sent directly to Fund staff.
- E. The grantee will, when asked, report on efforts to recognize the Fund for its support.

III. OPERATIONS AND MAINTENANCE

For all on-the ground restoration and infrastructure projects, the grantee **will maintain the project for at least five years**. If the Project fails to perform as anticipated, or if maintaining the Project is not feasible, then the grantee will provide a report to the Fund explaining the failure of the Project or why maintenance is not feasible. Failure to maintain the Project may make the grantee ineligible for future Fund for Lake Michigan funding, until the grantee corrects the maintenance problems.

IV. REPORTING REQUIREMENTS

Reports will be submitted according to the following schedule:

- A final report is due on: 6/30/2024

Reports should be submitted using the Fund for Lake Michigan's online grant system at <https://www.grantinterface.com/lakemi/Common/LogOn.aspx>. Please contact Casey Eggleston at casey@fundforlakemichigan or 608-334-7788 should you have any questions or problems submitting your reports. Grantees who fail to submit reports may delay or forfeit pending or future grant payments.

For on-the-ground restoration or infrastructure projects, reports should include before and after photos of the project site.

V. LIMIT OF COMMITMENT

Unless otherwise stipulated in writing, this grant is made with the understanding that the Fund for Lake Michigan and the Greater Milwaukee Foundation have no obligation to provide other or additional support to the grantee. Any violation of the foregoing conditions will result in cancellation of future payments and refunding to the Foundation of any amounts subject to the violation.

For the Grantee:

Signature of Representative

Print Name and Title

Date



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

MEETING DATE

July 26, 2023

PREPARED BY

AGENDA ITEM # E.12

Consideration with possible action to accept the grant agreement contract of \$39,000.00 from the Wisconsin Coastal Management Program to hire a consultant for the East River Flood Mitigation Study.

BACKGROUND

: The City of Green Bay (City) proposes to improve flood hazard conditions along the East River through development of a planning approach that addresses needs and is consistent with the Brown County 2020 All Hazards Mitigation Plan. City residents within the floodplain of the East River face frequent flooding due to changes in the frequency and intensity of storm events, undersized stormwater infrastructure and development pressure in flood prone zones. Sixteen flood and flash flood events have occurred in Brown County since 1990, impacting critical City facilities, public health and safety, infrastructure, and economics. Areas adjacent to the East River are identified by FEMA as areas at greatest risk for flood hazards. The City's overall goal of this project is to develop feasible flood mitigation strategies for the East River, which can be implemented within City-owned or managed properties. This project will collect and review existing data, including available models; complete modeling and conveyance assessments; prepare concept plans for three flood mitigation solutions, and one preliminary plan to address flooding threats. A variety of stakeholders and project partners will be involved in the planning process, to mitigate flooding hazards and reduce flood levels during peak storm events. The City will use Wisconsin Coastal Management Program funding to support the planning and development of flood mitigation strategies along the East River. By funding this project, the City will take the necessary steps towards implementing flood mitigation controls on municipally owned or managed lands within the East River floodplain, benefiting residents, City infrastructure and facilities, public health and safety, and improving water quality to the East River and Bay of Green Bay/Lake Michigan. Construction or additional design work will be funded under separate grant funding.

RECOMMENDATION

To approve the grant agreement contract of \$39,000 from the Wisconsin Coastal Management Program.

FISCAL IMPACT

Grant match of \$79,048 provided by a grant from the Fund for Lake Michigan.

ATTACHMENTS

- I. Grant Acceptance_East River Flood Mitigation Plan Project_WI Coastal Management Program



GRANT TRACKING FORM

PART #1: Notification of Grant Funds

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

APPLICANT DEPARTMENT: Public Works

DATE: 11/04/2022

APPLICANT DEPARTMENT GRANT CONTACT NAME/TITLE: Melissa Schmitz/Resiliency Coordinator

APPROPRIATE COMMITTEE: Improvement & Services

NAME OF GRANT/FUNDING SOURCE: East River Flood Mitigation Planning Project/ WI Coastal Management Prog.

AMOUNT OF GRANT REQUEST: \$39,000

LOCAL MATCH REQUIREMENT: \$79,048

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

TIMEFRAME OF GRANT: 08/01/2023 through 08/01/2024

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

PURPOSE OF GRANT (summary): Hire an engineering consultant to develop feasible flood mitigation strategies for the East River, which can be implemented within City-owned properties. The project will update and examine existing data and H&H modeling studies, prepare concept plans for 3 flood mitigation solutions, and 1 preliminary plan to address flooding threats will be brought to 90% design.

How does the grant meet City/Department needs? The project supports the City's goals of improving flood hazard conditions along the East River and is consistent with the Brown County 2020 All Hazards Mitigation Plan (adopted by GB CC on 02/02/2021).

What are the personnel requirements (include both existing and new staff) of the grant? Resiliency Coordinator (RC) and Stormwater Engineer will contribute staff time, i.e. data gathering, meetings, consultant coord., review/input into deliverables.

DEPARTMENT HEAD SIGNATURE: _____

PART #2: Request to Accept Grant Funds

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

AMOUNT OF GRANT AWARD: \$39,000

CFDA/STATE ID #: _____

LOCAL MATCH REQUIREMENT: \$79,048

Please describe the source of match, if applicable: Fund for Lake Michigan grant award and in-kind staff time contributions.

Please describe any major changes in proposed grant-funded activities: _____

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

FC = Finance Committee



GRANT TRACKING FORM

Please describe what the grant money will be spent on: Engineering consultant costs and ~15% of RC's salary.

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

FC = Finance Committee



STATE OF WISCONSIN

DEPARTMENT OF ADMINISTRATION

Tony Evers, Governor
Kathy Blumenfeld, Secretary
Dawn Vick, Division Administrator

June 30, 2023

Melissa Schmitz
City of Green Bay
100 N Jefferson St
Rm 300
Green Bay, WI 54301-5026

Ms. Schmitz:

RE: Wisconsin Coastal Management Program Grant Agreement No. AD239125-024.17

Enclosed is one copy of the proposed grant agreement between City of Green Bay and the Department of Administration (DOA), Division of Intergovernmental Relations. Your award is subject to the conditions described in Attachments A, B, E, AND F of the Award. If your grant amount is over \$100,000, you are required to complete and return federal form CD-512, "Certification Regarding Lobbying." Please sign the grant agreement and form CD-512 (if applicable) and return all pages of the documents within 20 days of receipt.

You will receive one copy of the fully executed agreement, along with the DOA purchase order covering this agreement. The Coastal Management Grant agreement will become effective on the date of the DOA signing.

Please review all the materials carefully and distribute them to the appropriate members of your organization. We look forward to a close and complementary working relationship with you. If we may be of further assistance, please call me at (608) 267-7982.

Sincerely,

Michael Friis, Manager
Wisconsin Coastal Management Program

Enclosures

cc: Dawn Vick, Administrator
Division of Intergovernmental Relations

Kate Angel, Program and Policy Analyst
Wisconsin Coastal Management Program

**GRANT AGREEMENT
BETWEEN THE

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
DIVISION OF INTERGOVERNMENTAL RELATIONS
WISCONSIN COASTAL MANAGEMENT PROGRAM

AND

CITY OF GREEN BAY**

THIS AGREEMENT is made and entered into by and between the Division of Intergovernmental Relations (“Division”), Department of Administration (“Department”), representing the State of Wisconsin (collectively “State”), and **CITY OF GREEN BAY** ("Grantee") with a UEI Number of ZCUZDCHFP7C6, for the Performance Period of the date this agreement is signed by the State through **June 30, 2024**.

WHEREAS, on behalf of the State, the Department administers the Wisconsin Coastal Management Program ("Program") through the Division to provide funds for eligible activities; and

WHEREAS, it is the intention of the parties to this Agreement that all activities described herein shall be for their mutual benefit; and

WHEREAS, the State has approved an award to the Grantee in the amount of **Thirty-Nine Thousand Dollars (\$39,000.00)** and the Grantee agrees to provide **Seventy-Nine Thousand Forty-Eight Dollars (\$79,048.00)** for eligible activities herein described; and

WHEREAS, the terms and conditions herein shall survive the Performance Period and shall continue in full force and effect until the Grantee has completed and is in compliance with all the requirements of this Agreement; and

WHEREAS, this Agreement is mutually exclusive and is distinguished from all previous Agreements between the Grantee and the State and contains the entire understanding between the parties;

NOW, THEREFORE, in consideration of the mutual promises and dependent documents, the parties hereto agree as follows:

The following documents are part of this Agreement:

- 1) This Agreement (including all attachments)
- 2) Grantee’s Proposal (as accepted by the State) See Attachment A

CITY OF GREEN BAY

**STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
DIVISION OF INTERGOVERNMENTAL
RELATION**

BY: _____
Steven Grenier

BY: _____
Dawn Vick

TITLE: Public Works Director

TITLE: Administrator

DATE: _____

DATE: _____

GENERAL TERMS AND CONDITIONS

ARTICLE 1. CONTRACT ADMINISTRATION

The Division employee responsible for the administration of this Agreement shall be **Kate Angel**, or their designee and who shall represent the Department's interest in review of quality, quantity, rate of progress, timeliness of services, and related considerations as outlined in this Agreement.

The Grantee's employee responsible for the administration of this Agreement shall be **Melissa Schmitz**, who shall represent the Grantee's interest regarding Agreement performance, financial records and related considerations. The Division shall be immediately notified of any change of this designee.

ARTICLE 2. APPLICABLE LAW

This Agreement shall be governed by the Laws of the State of Wisconsin and the United States. In addition, the Grantee pledges to abide by and comply with the following requirements:

1. Grant funds shall not be used to supplant existing funding otherwise budgeted or planned for projects outside of this program whether under local, state or federal law, without the consent of the State.
2. The Grantee, its agents and employees shall observe all relevant provisions of the Ethics Code for Public Officials under Wis. Stat. Secs. 19.41 *et seq* and 19.59 *et seq*.

ARTICLE 3. LEGAL RELATIONS AND INDEMNIFICATION

The Grantee shall at all times comply with and observe all federal and state laws and published circulars, local laws, ordinances, and regulations which are in effect during the Performance Period of this Agreement and which in any manner affect the work or its conduct.

In carrying out any provisions of this Agreement or in exercising any power or authority contracted to the Grantee thereby, there shall be no personal liability upon the State, it being understood that in such matters the Division and the Department act as agents and representatives of the State.

The Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Grantee, or of any of its agents or subrecipients, in performing work under this Agreement. The Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any obligations arising out of agreements between Grantee and subrecipient(s) to perform services or otherwise supply products or services. The Grantee shall also hold the State harmless for any audit disallowance related to the allocation of administrative costs under this Agreement, irrespective of whether the audit is ordered by federal or state agencies or by the courts.

If an audit is required by federal law and if the Grantee is also the recipient of State funds under the same or a separate contract program, then the State funded programs shall also be included in the scope of the federally required audit.

ARTICLE 4. SCOPE OF WORK

1. The Grantee shall supply or provide for all the necessary personnel, equipment, and materials (except as may be otherwise provided herein) to accomplish the tasks set forth on the attached Scope of Work (Attachment A). In the event of a conflict between the summary in Attachment A and the application and/or other supporting documents previously submitted to the State by the Grantee, Attachment A shall control. Changes to the Scope of Work may be made only by written agreement of both the State and the Grantee.

2. Special Requirements apply to public access, land acquisition and habitat restoration projects and are detailed in Attachment C.
3. Work Products - The Grantee shall complete all work tasks that they committed to in their application submission (Attachment A). Failure to meet this requirement may result in termination of this contract under "Cancellation for Cause", Article 12 of this contract.

ARTICLE 5. PERIOD OF PERFORMANCE

The effective period of this Agreement shall be for the period **July 1, 2023** through **June 30, 2024** (the "Performance Period").

ARTICLE 6. STANDARDS OF PERFORMANCE

The Grantee shall perform the project and activities as set forth in the Contract Application and described herein in accordance with those standards established by statute, administrative rule, the Division, and any applicable professional standards.

ARTICLE 7. SUBLET OR ASSIGNMENT OF AGREEMENT

The Grantee, its agents, subgrantees or subcontractors shall not sublet or assign all or any part of the work under this Agreement without prior written approval of the State. The State reserves the right to reject any subcontractor or subgrantee after notification. The Grantee shall be responsible for all matters involving any subcontractor or subgrantee engaged under this Agreement, including grant compliance, performance, and dispute resolution between itself and a subcontractor or subgrantee. The State bears no responsibility for subcontractor or subgrantee compliance, performance, or dispute resolution hereunder.

ARTICLE 8. DISCLOSURE: STATE PUBLIC OFFICIALS AND EMPLOYEES

If a State public official (as defined in section 19.42, Wis. Stats.) or an organization in which a State public official holds at least a 10% interest is a party to this Agreement, this Agreement shall be voided by the State unless timely, appropriate disclosure is made to the State of Wisconsin Government Accountability Board, 212 East Washington Ave., Third Floor, Madison, Wisconsin 53703.

The Grantee shall not engage the services of any person or persons now employed by the State, including any department, commission or board thereof, to provide services relating to this Agreement without the prior written consent of the State and the employer of such person or persons.

ARTICLE 9. NONDISCRIMINATION IN EMPLOYMENT

The Grantee shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in section 51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This includes, but is not limited to, 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 Grantee shall take affirmative action to ensure equal employment opportunities. The Grantee shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the State setting forth the provisions of the nondiscrimination clause.

Grants estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the Grantee. An exemption occurs from this requirement if the Grantee has a workforce of less than fifty (50).

Within fifteen (15) working days after this Agreement is executed, the Grantee shall submit the Affirmative Action Plan/exemption statement to the Department of Administration, State Bureau of Procurement, PO Box 7867, Madison, WI 53707, unless compliance eligibility is current. No extensions of this deadline shall be granted. Grantee is encouraged to contact this office at (608) 266-2605 for technical assistance on Equal Opportunity requirements.

Failure to comply with the conditions of this clause may result in the declaration of Grantee ineligibility, the termination of this Agreement, or the withholding of funds.

ARTICLE 10. SMALL BUSINESS AND MINORITY-OWNED BUSINESSES

The Grantee shall make positive efforts to utilize small business and minority-owned business sources of supplies and services. Such efforts shall allow these sources the maximum feasible opportunity to compete for contracts or subcontracts to be performed utilizing state or federal funds.

ARTICLE 11. TERMINATION AT WILL

The Division may terminate this Agreement at any time with or without cause by delivering written notice to the Grantee by Certified Mail, Return Receipt Requested, not less than 30 days prior to the effective date of termination. Date of receipt as indicated on the Return Receipt shall be the effective date of notice of termination. Upon termination, the State's liability shall be limited to the actual costs incurred in carrying out the project as of the date of termination plus any termination expenses having prior written approval of the State.

The Grantee may terminate this Agreement with or without cause by delivering written notice to the Division by Certified Mail, Return Receipt Requested, not less than 30 days prior to effective date of termination. Date of receipt, as indicated on the Return Receipt, shall be the effective date of notice of termination. Upon receipt of termination notice, the Grantee shall make available to the Division program records, equipment, and any other programmatic materials. In the event the Agreement is terminated by either party, for any reason whatsoever, the Grantee shall refund to the Division within forty-five (45) days of the effective date of notice of termination any payment made by the Division to the Grantee which exceeds actual approved costs incurred in carrying out the project as of the date of termination.

ARTICLE 12. TERMINATION FOR NONAPPROPRIATION

The State reserves the right to terminate this Agreement in whole or in part without penalty due to nonappropriation of necessary funds by the Legislature or the Federal Government.

ARTICLE 13. FAILURE TO PERFORM

The State reserves the right to suspend payment of funds if required reports are not provided to the State on a timely basis or if performance of grant activities is not evidenced. The State further reserves the right to suspend payment of funds under this Agreement if there are deficiencies related to the required reports or if performance of contracted activities is not evidenced on other contracts between the State and the Grantee in whole or in part.

The Grantee's management and financial capability including, but not limited to, audit results and performance may be taken into consideration in any or all future determinations by the State and may be a factor in a decision to withhold payment and may be cause for termination of this Agreement.

ARTICLE 14. PUBLICATIONS

The Grantee may publish materials produced under this Agreement subject to the following conditions:

- a) All materials produced under this Agreement shall become the property of the Department of Administration and may be copyrighted in its name. The Grantee reserves

a royalty-free, nonexclusive and irrevocable license to reproduce, publish, otherwise use, and to authorize others to use such materials for government purposes.

- b) All reports, studies, videos, websites or other documents resulting from this contract shall acknowledge the financial assistance provided by the Department. The following notation shall be carried on all articles, reports, publications or other documents resulting from this Agreement.

"This (article, report, publication or document) is funded (in whole or in part) by the Wisconsin Department of Administration, Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Administration under the terms and conditions of this Agreement." (see Attachment B for further guidance).

ARTICLE 15. AMENDMENT

This Agreement may be amended at any time by mutual consent of the parties hereto. Amendments shall be documented by written, signed and data addenda.

ARTICLE 16. SEVERABILITY

If any provision of this Agreement shall be adjudged to be unlawful or contrary to public policy, then that provision shall be deemed null and void and severable from the remaining provisions, and shall in no way affect the validity of this Agreement.

ARTICLE 17. WAIVER

Failure or delay on the part of either party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

ARTICLE 18. FORCE MAJEURE

Either party's performance of any part of this Agreement shall be excused to the extent that it is hindered, delayed or otherwise made impractical by reason of flood, riot, fire, explosion, war, acts or omissions of the other party or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of that party. If any such event occurs, the nonperforming party shall make reasonable efforts to notify the other party of the nature of such condition and the extent of the delay and shall make reasonable, good faith efforts to resume performance as soon as possible.

ARTICLE 19. EXTRA WORK

If the State desires to have the Grantee perform work or render services other than provided for by the expressed intent of this Agreement such work shall be considered as Extra Work, subject to written amendment to this Agreement setting forth the nature and scope thereof and the compensation therefor as determined by mutual agreement between the State and the Grantee. Work under such amendment shall not proceed unless and until so authorized by the State. Any such continuance of service which would cause compensation to exceed the total amount of this Agreement shall be contingent upon the above provision and the appropriation of necessary funds by the Legislature.

ARTICLE 20. LABOR STANDARDS

The Grantee shall comply with and assure compliance of all Project contractors and subcontractors with the Davis-Bacon Act, as amended 40 U.S.C. 3141-3148, the Contract Work Hours and Safety Standards Act 40 U.S.C. 3701-3708, other applicable Federal laws and regulations pertaining to labor standards, and the Labor Standards section of the Implementation Handbook.

ARTICLE 21. CHOICE OF LAW AND VENUE

In the event of a dispute this Agreement shall be interpreted in accordance with the laws of the State of Wisconsin, to the extent that there is no conflict with Federal law or applicable program requirements. The venue for any dispute shall be Dane County, Wisconsin.

FISCAL TERMS AND CONDITIONS

ARTICLE 22. AVAILABILITY OF FUNDS

Funds have been appropriated by the Wisconsin Legislature or received from the Federal Government for the services covered under this Agreement.

ARTICLE 23. SOURCE OF FUNDS

Federal funds for this grant by the Wisconsin Coastal Management Program are authorized by the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 *et seq.*; 31 U.S.C. 6506; 42 U.S.C. 3334; and 15 CFR Part 923). The U.S. Department of Commerce, National Oceanic and Atmospheric Administration awards funding to the state through "Coastal Zone Management Administration Awards", listed in the Catalog of Federal Domestic Assistance (CFDA) under number 11.419.

The funds awarded under this contract have been encumbered and are subject to the continued availability of funding from the National Oceanic and Atmospheric Administration, through Award Number **NA22NOS4190085**. The pass-through entity is the Wisconsin Department of Administration, and the awarding official is Director, Grants Management Division, NOAA.

ARTICLE 24. VARIANCES

Variances to the budget outlined in Attachment A may be permissible as long as the transfer of funds among cost categories does not exceed 10 percent of the current total award. If the transfer of funds is above 10 percent of the total award, the changes shall be approved by the Division in writing. A variance shall not be used to authorize a revision of the amount awarded or a change in the performance period. Such changes shall be made by amendment to the Agreement.

ARTICLE 25. LIMITATION ON COSTS

Reimbursement by the Department shall be **33%** of the total cost or not to exceed **Thirty-Nine Thousand Dollars (\$39,000.00)**. The Grantee shall provide **67%** of the total cost, or **Seventy-Nine Thousand Forty-Eight Dollars (\$79,048.00)**. See itemized budget in Attachment A.

ARTICLE 26. ELIGIBLE COSTS

Eligible Costs are those costs which can be audited and which are directly attributable to grant activities and identified and approved in Attachment A.

1. No Eligible Costs subject to reimbursement by this Grant may be incurred prior to the execution of this Agreement.
2. Costs only as identified in the Budget and described in the Scope of Work are allowed.
3. All methods of charging expenses against this Agreement shall be submitted for review and approval by the State.

ARTICLE 27. ALLOWABLE COSTS

Office of Management and Budget (OMB) Uniform Guidance, Subpart E (codified at 2 CFR Part 200), shall be complied with by the grantee with respect to specific items and their cost allowability.

ARTICLE 28. REIMBURSEMENT OF FUNDS

The Grantee shall return to the State or other appropriate governmental agency or entity any funds paid to the Grantee in excess of the allowable eligible costs under this Agreement. If the Grantee fails to return excess funds, the State may deduct the appropriate amount from subsequent payments due to the Grantee from the State. The State also reserves the right to recover such funds by any other legal means including litigation if necessary.

The Grantee shall be responsible for reimbursement to the State for any disbursed funds, which are determined by the State to have been misused or misappropriated. The State may also require reimbursement of funds if the State determines that any provision of this Agreement has been violated. Any reimbursement of funds which is required by the State, with or without termination, shall be due within forty-five (45) days after giving written notice to the Grantee.

ARTICLE 29. LIMITED USE OF PROGRAM FUNDS

This Agreement is a mutually exclusive Agreement. The Grantee shall not apply funds authorized pursuant to other Program Agreements toward the activities for which funding is authorized by this Agreement nor shall funding authorized by this Agreement be used toward the activities authorized pursuant to other Program Agreements. The word "funds" as used in this Article does not include Program income.

ARTICLE 30. FINANCIAL MANAGEMENT

The Grantee agrees to maintain a financial management system that complies with the rules and regulations required by the Program funding source described in ARTICLE 23 and with standards established by the State to assure funds are spent in accordance with law and to assure that accounting records for funds received under this Agreement are sufficiently segregated from other Agreements, programs, and/or projects.

ARTICLE 31. METHOD OF PAYMENT

Payment shall be by the Department to the Grantee upon receipt of **quarterly** invoices submitted on the required reimbursement form and submitted electronically.

- a) Invoices shall reflect eligible costs incurred by approved Budget line item. Invoices shall be accompanied by written documentation of eligible costs. The Department shall make payment if it determines that the Grantee is making satisfactory progress in completing the project tasks based on the Grantee's progress report submitted at the same time as the invoice.
- b) Final invoice shall be submitted to the Department no later than (60) days following close of the Agreement.

ADMINISTRATIVE TERMS AND CONDITIONS

ARTICLE 32. SINGLE AUDIT REQUIREMENT

The Grantee shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards.

Federal Funded Awards:

Governmental and Non-profit Grantees, or their assignees, that **expend** federal funds during their fiscal year shall comply with Subpart F of the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (codified at 2 C.F.R. Part 200), and the State Single Audit Guidelines issued by the Department. Audit reports are due to the Federal Audit Clearinghouse within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

State Funded Awards:

NOTE: If an audit is required under the Omni Circular Subpart F as described above, then this section does not apply as State Funded Awards will already be included in that audit.

Governmental and Non-profit Grantees, or their assignees, which **received** state funds during their fiscal year, shall comply with the requirements set forth in the State Single Audit Guidelines issued by the Department. Audit reports are due to the State within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

Submit To:

Please review the Department of Administration's Single Audit Compliance Supplement for details on submission of the reporting package (<https://doa.wi.gov/Pages/StateFinances/State-Single-Audit-Guidelines.aspx>).

ARTICLE 33. EXAMINATION OF RECORDS

The Division, any of its authorized representatives and the U.S. Government shall have access to and the right at any time to examine, audit, excerpt, transcribe and copy on the Grantee's premises any directly pertinent records and computer files of the Grantee involving transactions relating to this Agreement. Similarly, the State shall have access at any time to examine, audit, test and analyze any and all physical projects subject to this Agreement. If the material is held in an automated format, the Grantee shall provide copies of these materials in the automated format or such computer file as may be requested by the State. Such material shall be retained for three years by the Grantee following final payment on the Agreement.

This provision shall also apply in the event of cancellation or termination of this Agreement. The Grantee shall notify the State in writing of any planned conversion or destruction of these materials at least 90 days prior to such action. Any charges for copies provided by the Grantee of books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to the Grantee and shall be reimbursed by the State.

The minimum acceptable financial records for the project consist of: 1) Documentation of employee time; 2) Documentation of all equipment, materials, supplies and travel expenses; 3) Inventory records and supporting documentation for allowable equipment purchased to carry out the project scope; 4) Documentation and justification of methodology used in any in-kind contributions; 5) Rationale supporting allocation of space charges; 6) Rationale and documentation of any indirect costs (submitted with initial invoice); 7) Documentation of Agreement Services and Materials; and 8) Any other records which support charges to project funds. The Grantee shall maintain sufficient segregation of project accounting records from other projects or programs.

ARTICLE 34. PERFORMANCE REPORTS

The Grantee shall submit Performance Reports to the State on a quarterly basis as long as this Agreement is in effect. Reporting dates are as follows: **September 30, December 30, March 30, June 30**. The Performance Reports shall detail the uses of the funds received under this Agreement, how funds have been expended and the amounts expended during the preceding fiscal period, until all funds have been expended.

1. Progress Reports - The Grantee shall provide quarterly progress reports which detail project tasks completed and related expenses. Any program and/or fiscal problems encountered must be itemized.
2. Close-out period - The Grantee shall be allowed 60 days after contract completion date to prepare the final report and invoice. Only costs for compiling, editing and printing of final reports, preparation of financial reports and other costs associated solely with contract close-out activities may be incurred during this period.
3. Program Summary and Final Report - A separate summary of the project by the Grantee shall be included with the final report. The summary should include: an identification of the coastal resource management issue addressed; a summary of improvements; where possible, quantitative information on the degree of improvement, i.e., acres of wetlands protected, areas mapped, feet of trail developed, etc.; and where possible, state, federal, and local funds expended for the overall project. This report shall not exceed 1-2 single-spaced pages.
4. Final Work Products - Submit one copy in digital/electronic format of any final work products.

SPECIAL TERMS AND CONDITIONS

ARTICLE 35. COMPETITIVE PROCUREMENT PRACTICES

Grantee shall utilize State of Wisconsin competitive procurement practices for products and services purchased as a result of this award. Where state and local procurement practices differ, state rules, standards, policies and practices shall take precedence.

ARTICLE 36. REASONABLE COSTS

Grantee shall attempt to control unit costs for products and services procured as a result of this Agreement, to the state average experience.

ARTICLE 37. AUDITS

Grantee shall perform an "Agreed Upon Procedures Audit" on request. This audit shall consist of procedures and questions agreed upon by the State and the Auditor and shall expand beyond the scope of that provided for under the Wisconsin State Single Audit Guideline requirements.

ARTICLE 38. EQUIPMENT ACCOUNTABILITY

Title to equipment purchased with funds provided under this Agreement shall vest in the Grantee's name, unless otherwise specified by an attachment. Disposition of any equipment shall be in accordance with applicable property disposal procedures.

ARTICLE 39. PATENT INFRINGEMENT

The Grantee selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further that the sale or use of the articles described herein shall not infringe any United States patent. The Grantee covenants that it shall, at its own expense, defend every suit which shall be brought against the State of Wisconsin (provided that such Grantee is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles and agrees that it shall pay all costs, damages, and profits recoverable in any such suit.

ARTICLE 40. PROGRAM INCOME

Program income means gross income received by the Grantee that is directly generated from the use of the Agreement award, including but not limited to repayments of funds that had been previously provided to eligible beneficiaries; interest earned on any or all Agreement funds obtained from the State; proceeds derived after the Agreement close out from the disposition of real property acquired with any or all funds provided under this Agreement or interest earned on Program income pending its disposition.

All Program income shall be recorded and used in accordance with the rules and regulations of the Program funding source described herein. If at any time changes in the use of Program income are considered, the Grantee shall submit a plan detailing the proposed uses of Program income to the State for approval. Should the Grantee decide following Agreement close out to discontinue using Program income for such purposes, the Grantee shall return the Program income balance and any additional Program income accrued to the State by January 31 of the following year.

ARTICLE 41. TRAINING – WORKSHOPS – SEMINARS – EXHIBIT SPACE

If any portion of the funds are used to support training, workshops, seminars, exhibit space, etc., the Wisconsin Department of Administration, Division of Intergovernmental Relations shall receive complimentary registrations and/or exhibit/booth space, if requested.

ARTICLE 42. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

The Grantee certifies that to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period receding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b); and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this article, such prospective participant shall attach an explanation to this proposal

Attachment A

Grant Agreement # AD239125 – 024.17

1. Type of Project (check one):	☐ Coastal Wetland Protection and Habitat Restoration ☐ Nonpoint Source Pollution Control ☒ Coastal Resources and Community Planning ☐ Great Lakes Education ☐ Public Access and Historic Preservation
2. Project Title (max. 15 words): City of Green Bay East River Flood Mitigation Planning Project	
3. Organization applying: City of Green Bay	5. Unique Entity Identifier: 39-6005458
4. Contact Person and Organization's Address: Melissa M. Schmitz, 100 N Jefferson St., Room 300, Green Bay, WI <u>54301-5026</u> <i>Nine-digit zip code required</i> Phone: 920-360-9889 Email: melissa.schmitz@greenbaywi.gov	6. Primary County where project is located: Brown County
	7. Other Counties where project is located: N/A
	8. Congressional District #: 8
	9. State Senate District #: 30
10. State Assembly District #: 90	
11. Total Project Cost: \$118,048	
12. WCMP Share: \$39,000	14. WCMP Percent of Total Project Cost: 33%
13. Applicant Share: \$79,048	15. Applicant Percent of Total Project Cost: 67%

16. Brief Summary of the Project (300 word maximum) Consider completing this portion of the application last, to summarize your proposal.

a. Project Description (1-2 paragraphs)

The City of Green Bay (City) proposes to improve flood hazard conditions along the East River through development of a planning approach that addresses needs and is consistent with the Brown County 2020 All Hazards Mitigation Plan. City residents within the floodplain of the East River face frequent flooding due to changes in the frequency and intensity of storm events, undersized stormwater infrastructure and development pressure in flood prone zones. Sixteen flood and flash flood events have occurred in Brown County since 1990, impacting critical City facilities, public health and safety, infrastructure, and economics. Areas adjacent to the East River are identified by FEMA as areas at greatest risk for flood hazards. The City's overall goal of this project is to develop feasible flood mitigation strategies for the East River, which can be implemented within City-owned or managed properties. This project will collect and review existing data, including available models; complete modeling and conveyance assessments; prepare concept plans for three flood mitigation solutions, and one preliminary plan to address flooding threats. A variety of stakeholders and project partners will be involved in the planning process, to mitigate flooding hazards and reduce flood levels during peak storm events.
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b. Project Tasks/Deliverables (title and 1-2 sentence description for each task/deliverable) The project should have at least one task. If there are more than five tasks, please combine tasks if possible and/or provide additional detail in the Methodology section.

Task	Description
1. Kickoff meeting	1. Kick-off meeting with City, consultant and stakeholders to discuss roles, deliverables and schedule.
2. Coordination and Data Collection	2. Plan four additional meetings with City, consultant and stakeholders. Review past flood studies, models and reports, assemble data. Conduct field visits for additional data as needed.
3. Analysis and Conveyance Assessment	3. Update and run existing H&H models and model the 100- and 500-year Atlas 14, 24-hour storm events for all modelled scenarios. Evaluate inundation areas and identify buildings and infrastructure inundated for the storm events. Run sensitivity models to analyze conveyance. Provide analysis reports and figures.
4. Solutions and Planning-Level Cost-Benefit Analysis	4. Determine three project areas for flood mitigation concepts based on Task 3 outputs. Create concept level designs, cost estimates, and develop a planning-level cost benefit analysis for each of the proposed concepts. Take one priority concept plan through the preliminary design stage.
5. Summary Memo	5. Provide a summary memo for Tasks 3 and 4.

Example

Task	Description
1. Report	1. A final report containing the findings and recommendations of the project will be completed and distributed to participants

Attachment A

Grant Agreement # AD239125 – 024.17

	<i>and local decision-makers.</i>
2. <i>Public Outreach</i>	2. <i>The organization will host at least five public meetings.</i>
3. <i>Website</i>	3. <i>A website will include information about public meetings. Any plans and reports will be published on the website.</i>
4.	4.
5.	5.

1. Background/context: Concisely state the problem or issue that this proposal addresses. Include important background information.

The Lower East River Watershed is a subwatershed of the East River Watershed, located within the Lower Fox River Basin in Brown County, Wisconsin. The Lower East River Watershed drains approximately 28,696 acres which eventually drains into the Bay of Green Bay, and through the bay to Lake Michigan. Historically, this area was forested with many riparian wetlands. European settlement has led to removal of forests and natural areas; farming, industry and urban development has led to draining of wetlands and poor water quality. In addition, this has led to increased runoff and flood level volumes during peak storm events and spring thaw. Significant erosion has occurred during high flow events caused from increased drainage, flooding, and lack of native riparian vegetation, resulting in poor water quality. Floodplains and wetlands are important areas that reduce flood waters and sedimentation, and store floodwaters. In addition, stormwater drainage systems provide important flood protection. New development and redevelopment incorporate stormwater management measures that provide greater flood water protection, however; earlier stormwater management systems within the City are not designed to accommodate a peak storm event. The majority of the East River flooding is located within an older part of the City, which has aging or undersized stormwater infrastructure, if any at all.

Brown County and City residents face frequent flooding on a regular basis, inundating floodplain areas adjacent to the East River. Since 1990, sixteen flood and flash flood events have occurred within Brown County, causing various impacts to City facilities, public health and safety, infrastructure, and economics. In some circumstances, these flooding events led to cumulative effects such as fire, hazardous material releases, infectious disease, wastewater treatment plant failure, transportation disruption, and power outages. A significant event on September 17, 2018 resulted in 50 people being recused from cars trapped in floodwater, 100 people evacuated from buildings and 70 residents left homeless. In March 2019, a massive snowmelt combined with heavy rain over frozen ground flooded homes along the East River near and in Green Bay, resulting in 50 homes being condemned and millions in disaster repairs. Over the last two decades, flood events have occurred every few years, and are expected to increase in frequency and intensity with a changing climate. This project will use existing models developed in part with WCMP funding, to better define flood zones and conveyance concerns; and develop mitigation strategies with corresponding concept and preliminary plans to reduce the severity of flooding and associated health and safety concerns within the City.

The City will use WCMP funding to support the development of flood mitigation strategies along the East River. By funding this project, the City will take the necessary first step towards implementing flood mitigation controls on municipally owned or managed lands within the East River floodplain, benefiting local residents, City infrastructure and facilities, public health and safety, and improving water quality to the East River and Bay of Green Bay/Lake Michigan. Construction or additional design work will be funded under separate grant funding.

2. Project Description:

- a. Describe the project for which funding is requested. Describe how the project will address the issue(s) outlined in the Background/Context section, above. Do NOT include information about tasks that are not part of the funding request.
- b. Describe how this project is part of an integrated effort or approach.

- a. The City seeks funding to support the development of flood mitigation strategies for up to three municipal-owned properties within the East River floodplain. The overall goal is to provide concept designs, cost estimates and one preliminary design to support an implementation framework for construction of flood mitigation strategies within the City's East River floodplain. The project will analyze existing studies, models, and reports; collect additional data; update existing conditions flood modeling; provide conveyance assessment scenarios; develop concept sketches; one preliminary design; and provide a cost benefit analysis. The City intends to utilize a hydrologic model under development by Wisconsin Sea Grant and University of Wisconsin – Madison. This hydrologic model, which was funded in part by WCMP, will be used to model the three potential mitigation strategies. Grant funding is needed to develop the implementation framework to identify, prioritize and design shovel-ready projects that can be funded through a variety of local, state or federal sources. Implementing flood mitigation projects will reduce flood risk damage, increase flood protection, and have a lasting water quality benefit to East River and Lake Michigan.
- b. The East River Collaborative (ERC) was established with grant funding support from WCMP and is a community of stakeholders across the East River Watershed who collaborate to support the resiliency of the East River and the human and ecological communities alongside it. ERC brings together a variety of stakeholder groups including local governments, state and federal agencies, legislators, technical experts, universities and non-profit organizations with the goal of collectively achieving a common vision of a more resilient, flood-prepared East River Watershed. This proposal aligns with the goals and objectives of the ERC and will rely on the core team for education and outreach support and project input during the planning process. The core team is

Attachment A

Grant Agreement # AD239125 – 024.17

comprised of partners from the Nature Conservancy, Wisconsin Sea Grant, NEW Water, and the University of Wisconsin-Madison.

This project also complements several ongoing, collaborative efforts to increase flood resiliency including the Brown County 2020 All Hazards Mitigation Plan and Lower East River 9-Key Element Plan. The East River is identified by FEMA as an “area at greatest risk” area affected by flood hazards. Flood mitigation planning projects are needed within the watershed to meet the flood resiliency and water quality goals identified in these plans, especially within urban areas. With changing weather patterns and precipitation events, managing stormwater runoff and flooding is essential to maintaining a healthy environment.

3. Impact on Coastal Resources: Address all of the issues listed below as they relate to your project.

- a. Describe the coastal impacts of the project. How will the project address a coastal problem, need or priority?
- b. Describe the extent to which the project permanently addresses the problem or need. How will results of the project be sustained after the funding period ends? What will the long-term impacts of the project be?
- c. Describe how this project addresses priorities identified in local, state, regional, or national plans (such as remedial action plans, basin plans, Lakewide Area Management Plans, State of Wisconsin Hazard Mitigation Plan, county Land and Water Conservation Plans, et cetera), the priorities of the Conference of Great Lakes and St. Lawrence Governors and Premiers, or the Great Lakes Regional Collaboration Strategy.
- d. Describe the measurable results (give estimated benefits for all that apply) that you will be able to report. Use the suggested indicators listed below, or others that are appropriate to your project.

Type of Project	Suggested Indicators
Wetland Protection and Habitat Restoration	Acres of habitat restored or protected
Nonpoint Source Pollution Control	Reduction in tons of soil erosion/sedimentation
Great Lakes Education	- Number of people trained - Projected audience
Coastal Resources and Community Planning	- Number of municipalities included in a plan - Land area/coastline covered by the plan - Type of coastal resource (e.g., habitat) protected - Ordinances developed
Public Access and Historic Preservation	- Linear feet of coastline made accessible or acquired - Acres Acquired

- a. The project is located adjacent to the East River, which flows into the Fox River, and to the Bay of Green Bay/Lake Michigan. The upstream watershed is largely agricultural with minimal natural buffer areas, which has resulted in erosion and degraded water quality downstream. The current floodplain has largely been developed and cannot store flood water during high runoff events or overbank flows. This project intends to protect the local community by reducing flood risk, as well as benefit water quality and native wildlife through implementation of up to three mitigation strategies, which will increase conveyance and/or flood storage. Increasing flood storage will result in increased stormwater capacity, reduced sediment loading and improved water quality, increased infiltration from native tree/shrub plantings, greater species diversity and native habitat in an urban environment and will allow downstream runoff to move through the system prior to receiving runoff from further upstream.
- b. The flood mitigation plan will serve as a guide to implementing flood mitigation strategies at up to three locations. This plan will focus on lasting flood resiliency and will provide a case study for future project within the City and across the watershed. Without grant funding, the City is unable to move these important projects forward, which will have lasting positive impacts to water quality, public health and safety and economic stability.
- c. This project will contribute to and benefit from on-going planning initiatives. The proposed flood mitigation plan is needed to provide a framework for continued management and implementation of corrective actions to improve flood resiliency and secure other grant-funded opportunities for the City and surrounding watershed. This project aligns with goals and objectives of the following plans:
 - East River Collaborative (Lower East River Restoration Plan): <https://east-river-collaborative.tnc.org/documents/TNC::lower-east-river-restoration-plan/explore>
 - Brown County 2020 All Hazards Mitigation Plan: <https://www.browncountywi.gov/i/f/files/Emergency-Management/All%20Hazards/FINAL%20AHMP%202020.pdf>
 - Lower East River Nine Key Element Watershed Plan: <https://dnr.wisconsin.gov/topic/Nonpoint/9keyElement/planMap.html>
 - The Lake Michigan Lake Wide Action and Management Plans (<https://www.epa.gov/greatlakes/lake-michigan>), which identifies open space multi-use opportunities and tools for flood retention parks and open space.

Attachment A

Grant Agreement # AD239125 – 024.17

- The WDNR State of the Lakeshore Basin (http://dnr.wi.gov/water/basin/lakeshore/lakeshore_main.pdf), which works with municipalities to adopt and enforce storm water control ordinances.
 - WI Wildlife Action Plan (<http://dnr.wi.gov/topic/wildlifehabitat/actionplan.html>), which addresses loss of floodplains from shoreline development.
- d. The goal of this project is to develop flood mitigation strategies that focus on flood resiliency centered on planning and implementation of opportunities for construction of improved conveyance and/or flood storage systems. This project will produce concept plans for flood water storage systems at three locations on municipal owned lands within the East River floodplain with a goal to provide flood water improvements with the East River floodplain. One priority project will move forward through the preliminary stage. Project results will be measured by completion of the planning stage, guiding reduction of flood water and storm waters, reduction in impervious surface area, expanded infiltration area, and increased area of wildlife and shoreline habitat. Flood resiliency benefits associated with the selected design plans will be quantified once the designs are complete and will be reported to WCMP.

4. Methodology and Timetable

- a. Provide a timeline (list, table, or chart) with grant and match-funded tasks and major milestones.
Your timeline may begin no earlier than July 1 (this includes activities that are to be counted as match funding).
- b. Provide a list of tasks or deliverables. Describe how you will develop the work products and/or achieve tasks. “Measurable results” from Section 3d should be incorporated into this section.
- c. Describe how the project will encourage public participation and how the final product(s) will be distributed (as appropriate). If the project requires public participation (by state or other regulations), does the project exceed minimum standards?
- d. For Public Access projects, please describe how the project incorporates planning for changing lake levels.

- a. The following provides of timeline for the flood mitigation planning project:

- July-August 2023: Grant award and contracting
- August 2023: Kick-off meeting with consultant, City staff, and stakeholders
- September – October 2023: Data collection (review of past reports, studies, projects)
- October – December 2023: Analysis and conveyance assessments, modeling, cost-benefit analysis
- January – February 2024: Development of flood mitigation concepts for three locations.
- March – June 2024: Completion of preliminary plan and final report

- b. The City will work closely with partners, contracted staff, and the community to complete the following tasks as part of this project:

Task 1: Project Coordination and Data Collection

This task includes planned meetings and initial collection of existing hydrologic and hydraulic models along with storm sewer data, GIS databases, past studies within the area of analysis. They City will hold consultant and stakeholder meetings as needed. The data collection and review portions will include assembly of GIS of drainage basin boundaries, land uses, existing inundation shapefiles, storm sewers and other drainage infrastructure, soil conditions, topography, and aerial photography. In addition, review data from past studies, reports and projects, including the latest Citywide Stormwater Management Plan, recent projects associated with flooding along the East River, the latest FEMA Flood Insurance Study and Wisconsin Department of Natural Resources (WDNR) watershed reports. Field visits will be conducted by consultant staff as needed.

Task 2: Flood Mitigation Analysis and Conveyance Assessment

The analysis and conveyance assessment will update and run existing H&H Models, H&H Models from the City to evaluate existing flooding throughout the East River Flood Analysis Area. The consultant will model the 100-, and 500-year Atlas 14, 24-hour storm events for all modelled scenarios. The analysis area will be bordered on the south by the limits of the City of Green Bay and the northeast by the East River’s confluence with the Fox River. In addition, the City’s consultant will evaluate inundation areas for two storm events and run sensitivity models to analyze conveyance. Deliverable for Task 2 include updated Hydrologic/Hydraulic Analyses Using the Latest H&H Software Version, inundation maps, and conveyance overview map and profile. Outcome will include engaged stakeholder and citizens, resulting in an informed planning process.

Task 3: Flood Mitigation Solutions and Planning-Level Cost-Benefit Analysis

The consultant will work with City staff to determine three project areas to look at flood mitigation concepts, based on outputs from Task 2. Task 3 will evaluate and quantify the effect that up to three flood mitigation concepts will have for infrastructure within the Study Area. The consultant will create concept level design sketches, estimate the construction and operation & maintenance costs, develop a planning-level cost benefit analysis for each of the proposed concepts, and take one priority project to the preliminary stage. Deliverable will include concept sketches, a cost benefit analysis, one preliminary design, with the goal of having a shovel -ready project at the completion of this project.

Attachment A

Grant Agreement # AD239125 – 024.17

Task 4: Summary Technical Memo

The consultant will prepare a summary Technical Memo that provides an overview of the results from Task 2 and provides background for the Flood mitigation concepts, the Cost Benefit Analysis from Task 3 and the preliminary design.

- c. The consultant, along with City staff, will involve the community and partners in the planning processes to improve understanding of the communities needs and concerns. Concept plans will be presented to Joannes Park Neighborhood Association; East River Collaborative newsletters and field tours; and to one or more City of Green Bay's committees (Plan Commission, Improvement and Services Committee, Sustainability Commission, or Parks Committee). Informed and educated stakeholders will ensure the projects are feasible and shovel-ready.
- d. Not Applicable

5. Project Budget

- a. Provide a breakdown of the proposed project budget using **Table 1**. WCMP Grant projects with a total budget of \$60,000 or less require a 50% match (that is, 1 to 1). Projects with a total budget larger than \$60,000 require a 60% match (that is, 1 to 1.5). Applicants requesting more than \$100,000 should contact the WCMP while they develop their applications.
- b. Provide the rate and list items included in Fringe Benefits.
- c. Contractual costs must be itemized (if known) using Table 2. Applicant may also provide further budget details using additional categories/sub-categories in the Table 3 or in another format, if necessary.
- d. Each table must show proposed *total* cost in each category rounded to the **nearest** dollar.

Table 1: Budget (Required)

Activity <i>(do not change categories)</i>	WCMP Request	Match	Total
Personnel <i>(Resiliency Coordinator, Stormwater Utility Engineer provide names, if known)</i>	\$10,443 (RC)	\$1,250 (SWUE)	\$11,693
Fringe Benefits <i>(Rate is 21% and see Additional Budget details)</i>	\$2,192	\$263	\$2,455
Equipment			
Travel			
Supplies			
Contractual (complete Table 2)	\$26,365	\$73,635 (pending matching grant funds)	\$100,000
Construction <i>(provide name of company consultant, if known)</i>			
Other			
Indirect Charges <i>(requested indirect should not exceed 15% of total requested amount)</i>		\$3,900 (10% de minimis)	\$3,900
Totals	\$39,000	\$79,048	\$118,048

Table 2: Contractual (Required if there is "Contractual" funding in Table 1)

Activity – Contractual Costs	WCMP Request	Match	Total
Personnel	\$	\$	\$
Fringe Benefits <i>(provide rate and included benefits)</i>			
Equipment			
Travel			
Supplies			
Contractual	\$26,365	\$73,635 (pending matching grant funds)	\$100,000
Construction			
Other			
Indirect Charges <i>(requested indirect should not exceed 15% of total requested amount)</i>			
Totals	\$26,365	\$73,635	\$100,000

Attachment A

Grant Agreement # AD239125 – 024.17

Table 3: Additional budget items (optional)

Activity	WCMP Request	Match	Total
	\$	\$	\$
Totals			

Additional Budget details, if applicable. Please include names of personnel, fringe rate and benefits, consultant name(s), etc.

Personnel names	Resiliency Coordinator, Stormwater Utility Engineer
Fringe rate(s) and included benefits	21% (health benefits, SS, Medicare)
Consultant name(s)	City of Green Bay will notify WCMP when a consultant is secured.
Indirect rate	
Travel details	
Supplies/equipment details	
Other details	

6. Match Budget Description and Leveraged Funds

- Describe the composition and source of the matching funds. Indicate whether nonfederal matching funds have been secured or committed. Are all funding and activities counted as match in direct support of the project?
- Describe efforts to fully explore other grant funding sources, to establish the project's need for WCMP funding.
- Describe how the project will leverage additional funding, separate from the WCMP grant and match amounts.
- Describe any past WCMP-projects that are directly related to this project, if applicable. (For example, if WCMP provided past funding for site planning at a proposed public access project.)

- The City will seek matching funds from other funding sources, including Fund for Lake Michigan (FFLM) and Natural Resource Damage Assessment (NRDA), to support activities proposed as part of this project. All funds and in-kind donations will support the planning process. The City will donate staff time and in-direct to support the planning process. A grant application to FFLM will be submitted by spring 2023, to ensure alignment with WCMP's award timeline. NRDA will be consulted to support the construction phase.
- Identifying and securing funding for planning projects is more challenging than implementation projects. The City needs planning funds to initiate this project and will seek additional grants for implementation. This project is not possible without grant funding. The City intends to seek additional grant funds for implementation, which are generally more available once shovel-ready projects have been identified and approved in planning documents.
- One outcome of this project will be a list of prioritized projects needing support for implementation. The City will seek additional support from the other sources to construct these shovel-ready implementation projects.
- WCMP provided partial funding for the development of a hydrologic computer model to understand current and future flood risk for the East River watershed. The City will use this model to sub-delineate subwatersheds, update hydrology and add additional hydraulic crossings necessary to compare existing mapped FEMA Floodplain inundation areas to inundation areas produced from an updated hydrologic model. These updates will allow the City to set up areas for flood mitigation options and concepts.

7. Bonus objectives. Address all of the issues listed below as they relate to your project.

- Build partnership alliances with other organizations or agencies (describe their roles and contributions).
- Develop exceptional marketing, outreach, or education strategies.
- Encourage coast-wide projects or solutions.
- Engage underrepresented communities.

Attachment A
Grant Agreement # AD239125 – 024.17

- a. The City understands the value of partnerships and has strong working relationships with organizations who share similar goals for sustainability, implementing flood resiliency projects, water quality improvements, habitat enhancements, and environmental education in the East River watershed. The City's riparian properties offer exceptional opportunities to design and build projects targeting flood mitigation. The City already partners with organizations to assist with planning, including non-profits, educational institutions, and state/federal agencies, represented by the ERC. Each organization has a history of supporting the City and will continue to support the projects identified as part of this project.
- b. To effectively communicate and elicit responses from the public and project stakeholders, the City and consultant partners will identify and develop concept plans to showcase what elements and facilities could be implemented on City properties to mitigate downstream flooding. These concepts will be presented at public events and meetings to refine the elements as needed. Target audiences will be City staff, project stakeholders, partner non-profits, research institutions, funding and regulatory agencies and adjacent municipalities. The City will work closely with ERC to include this project in their monthly newsletter.
- c. One of the primary goals of this project is to develop the implementation framework to design and construct flood improvement projects within the City's East River watershed, which will be used as examples for implementation elsewhere within the East River watershed, and across Brown County. The project will result in recommendations and design plans to help meet flood mitigation recommended by Brown County in the 2020 All Hazards Mitigation Plan. Mitigating flood risk will reduce the enormous costs associated with taxpayer funded disaster relief, including damages to streets, bridges, stormwater and private property. Mitigation can also protect critical community facilities, reduce exposure to liability, and minimize community disruption. The most cost-effective solution is to implement mitigation strategies before a large storm event, and to ensure these investments are resilient and last for decades.
- d. According to the 2020 CDC Social Vulnerability Index for the Green Bay area, this project will directly benefit areas listed as medium-high to high for level of social vulnerability to external stresses on human health, such as natural or human-caused disasters. Through partnerships with the ERC, the City will engage underrepresented voices in the planning process, which are especially critical to the areas benefited by this project.

ATTACHMENT B

ACKNOWLEDGEMENTS FOR PROJECTS FUNDED BY THE WISCONSIN COASTAL
MANAGEMENT PROGRAM

1. For audio productions:

Funding provided by the Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Administration.

2. For video productions:

On the screen, in color, all of the following:

Wisconsin Coastal Management Program wave logo with the words “Wisconsin Coastal Management Program”

National Oceanic and Atmospheric Administration gull logo with the words “National Oceanic and Atmospheric Administration”

3. For printed documents and work products, including web-based publications:

Wisconsin Coastal Management Program Logo (also available as electronic file):



National Oceanic and Atmospheric Administration Logo (also available as electronic file):



Downloadable versions of the Wisconsin Coastal Management Program and NOAA logo can be found at <http://coastal.wisconsin.gov>

Required text acknowledgement:

Funded by the Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Administration, Office for Coastal Management under the Coastal Zone Management Act, Grant # NA22NOS4190085.

ATTACHMENT E

ENVIRONMENTAL DATA SHARING POLICY FOR WISCONSIN DEPARTMENT OF ADMINISTRATION COASTAL MANAGEMENT AND COMPREHENSIVE PLANNING GRANTS

Geospatial Data Guidelines

Introduction

For projects that receive federal funds for collection or production of geospatial data, grant recipients must provide expected data collection dates, type of collection, flight lines, etc. to the Department of Administration (DOA) as early as practicable before collection so that it can be shared with the National Oceanic and Atmospheric Administration (NOAA) office(s). For Coastal Management grants, recipients will submit this with their scope of work (Attachment A).

The grant recipient will register the data and planned acquisition activities in Geospatial Platform (geodata.gov) complying with OMB Circular A-16, Coordination of Geographic Information and Related Spatial Data Activities at: <https://www.whitehouse.gov/wp-content/uploads/2017/11/Circular-016.pdf#page=17> The grant recipient will document new geospatial data using the metadata standards developed by the Federal Geospatial Data Committee (FGDC), and if requested by NOAA provide standardized documentation electronically.

Environmental Data and Information produced under this grant agreement and made available to the public must be accompanied by the following statement: “These environmental data and related items of information have not been formally disseminated by NOAA, and do not represent and should not be construed to represent any agency determination, view, or policy.”

Environmental data and information collected and/or created under this grant agreement will be made visible, accessible and independently understandable to users in a timely manner (typically no later than two (2) years after the data are collected or created) free of charge or at minimal cost that is no more than the cost of distribution to the user, except where limited by law, regulation, policy or by security requirements.

WCMP grant recipients must submit their geospatial data with their final grant report to the Wisconsin Department of Administration.

1. Metadata will be available explaining the data content and characteristics.

- Current FGDC standards can be found at: <http://www.fgdc.gov/metadata/csdgm/>. Metadata that conforms to the proposed North American Profile of the International Organization for Standardization (ISO) 19115 is acceptable.
- Tools for metadata development:
 - Overview at the Federal Geographic Data Committee’s home page, <http://fgdc.gov>.
 - Plain language overview, <http://geology.usgs.gov/tools/metadata/tools/doc/ctc/>

Geospatial Metadata will identify the following:

Identification Information

Data set title, area covered, keywords, purpose, abstract, access and use restrictions included here.

Data Quality Information

Data quality includes horizontal and vertical positional accuracy, attribute accuracy and data set completeness of the data.

Spatial Data Organization Information

Raster, vector or indirect link to location included here.

Spatial Reference Information

Spatial information should include latitude/longitude, coordinate system or map projection. Data should be provided in a standard location referencing system.

Entity and Attribute Information

A table, data dictionary, or comparable document should explain attribute codes contained in the data or cites a reference for attribute definitions.

Distribution Information

Distributor, file format of data, off-line media types, on-line link to data, fees included here.

Metadata Reference

Include who created the metadata and when it was created.

2. Data Sharing Guidelines

Geo-referencing system

The preferred geo-referencing system is the Wisconsin Transverse Mercator based on the 1991 adjustment to the North American Datum of 1983.

For more information on geo-referencing see <https://www.sco.wisc.edu/coordinate-reference-systems/>

Means of transmittal

Media:

CD-ROM (preferred for large data sets, e.g., of approximately 10 megabytes or more in size)

Publications:

The final pre-publication manuscripts of scholarly publications produced with NOAA funding shall be submitted to the NOAA Institutional Repository at <https://repository.library.noaa.gov/> after acceptance, and no later than upon publication, of the paper by a journal.

Format

Fully compatible with ArcInfo®

For assistance in converting data into this format please contact:

Jim Giglierano, State Geographic Information Officer
Wisconsin Department of Administration
Email: Jim.Giglierano@wisconsin.gov
Phone: 608-267-6902

ATTACHMENT F

SCIENTIFIC INTEGRITY FOR
WISCONSIN DEPARTMENT OF ADMINISTRATION
COASTAL MANAGEMENT PROGRAM GRANTS

A. General Guidelines

Wisconsin Coastal Management Program (WCMP) promotes scientific integrity of research activities and management policies based on scientific research activities. WCMP discourages research bias, plagiarism, falsification, fabrication, and conflicts of interest. WCMP encourages transparency in research and policy decisions.

1. *Maintaining Integrity.* The recipient shall maintain the scientific integrity of research performed pursuant to this agreement including the prevention, detection, and remediation of any allegations regarding the violation of scientific integrity or scientific and research misconduct, and the conduct of inquiries, investigations, and adjudications of allegations of violations of scientific integrity or scientific and research misconduct.

2. *Peer Review.* The peer review of the results of scientific activities under the agreement shall be accomplished to ensure consistency with National Oceanic and Atmospheric Administration (NOAA) standards on quality, relevance, scientific integrity, reproducibility, transparency, and performance. NOAA will ensure that peer review of "influential scientific information" or "highly influential scientific assessments" is conducted in accordance with the Office of Management and Budget (OMB) Final Information Quality Bulletin for Peer Review and NOAA policies on peer review, such as the Information Quality Guidelines.

3. In performing or presenting the results of scientific activities under this agreement and in responding to allegations regarding the violation of scientific integrity or scientific and research misconduct, the recipient shall comply with the provisions herein and NOAA Administrative Order (NAO) 202-735D, Scientific Integrity, and its Procedural Handbook, including any amendments thereto. That Order can be found at <http://nrc.noaa.gov/ScientificIntegrityCommons.aspx>.

4. The recipient assumes the primary responsibility to prevent, detect, and investigate allegations of a violation of scientific integrity or scientific and research misconduct. The recipient shall promptly notify WCMP of any incidents of misconduct.

5. By executing this agreement, the recipient provides its assurance that it has established an administrative process for performing an inquiry, investigating, and reporting allegations of a violation of scientific integrity or scientific and research misconduct; and that it will comply with its own administrative process for performing an inquiry, investigation, and reporting of such misconduct.

B. Investigating Scientific Integrity or Scientific and Research Misconduct

1. *Initiating Investigation.* If the recipient determines that there is sufficient evidence to proceed to an investigation, it shall notify WCMP and, unless otherwise instructed, shall:

a. Promptly conduct an investigation to develop a complete factual record and an examination of such record leading to either a finding regarding the violation of scientific integrity or scientific and research misconduct and an identification of appropriate remedies or a determination that no further action is warranted.

b. If the investigation leads to a finding regarding the violation of scientific integrity or scientific and research misconduct, obtain adjudication by a neutral third-party adjudicator. The adjudication must include a review of the investigative record and, as warranted, a determination of appropriate corrective actions and sanctions.

2. *Finalizing Investigation.* When the investigation is complete, the recipient shall forward to WCMP a copy of the evidentiary record, the investigative report, any recommendations made to the neutral third-party adjudicating official, that adjudicating official's decision and notification of any corrective action taken or planned, and the subject's written response (if any).

C. Findings and Corrective Actions

If the recipient finds that scientific integrity has been violated or scientific and research misconduct has occurred, it shall assess the seriousness of the misconduct and its impact on the research completed or in process and shall:

1. Take all necessary corrective actions, which includes, but are not limited to, correcting the research record, and, as appropriate, imposing restrictions, controls, or other parameters on research in process or to be conducted in the future; and
2. Coordinate remedial action.



City of Green Bay Flood Mitigation Project

Green Bay, Wisconsin

The City of Green Bay (City) proposes to improve flood hazard conditions along the East River through a multi-phase planning and design approach. City residents within the floodplain of the East River face frequent flooding due to changes in the frequency and intensity of storm events, undersized stormwater infrastructure and development pressure in flood prone zones. Sixteen flood and flash flood events have occurred in Brown County since 1990, impacting critical City facilities, public health and safety, infrastructure, and economics. The East River is particularly susceptible to flooding, with adjacent neighborhoods identified by FEMA as areas of greatest risk for flood hazards.

The City's overall goal of this project is to develop feasible flood mitigation strategies for the East River, which can be implemented within City-owned or managed properties. This project will collect and review existing data, including available models; complete modelling and conveyance assessments; prepare concept plans for three flood mitigation solutions, and one preliminary plan to address flooding threats. A variety of stakeholders and project partners will be involved in the planning process, to mitigate flooding hazards and reduce flood levels during peak storm events.

Scope of Work

Task 1 – Project Coordination and Data Collection

This task includes planned meetings and an initial collection of existing hydrologic and hydraulic models along with storm sewer data, Geographic Information System (GIS), shapefiles and databases, and past studies associated with the City's East River watershed. Key outcomes from the meetings will be established: project roles and responsibilities, project schedules, data and output reviews, and review of the proposed project deliverables.

- Kick-Off Meeting – To discuss roles, project deliverables, and schedule
- 30% Progress Meeting – To review the preliminary output and results of Task 2
- 60% Progress Meeting – To review the floodplain mitigation concepts of Task 3
- 90% Progress Meeting – To review the Draft Summary Technical Memo.
- Final Technical Memo and Preferred Concept Review– To discuss the Final Summary Technical Memo (Task 4), the 90% Design of the Preferred Concept, and future funding options for floodplain mitigation concepts.

In addition to coordinating milestone meetings, this Task will be used to assemble and review existing models and reports and includes up to two days of field survey to collect missing data. This Data Collection and review portion will include:

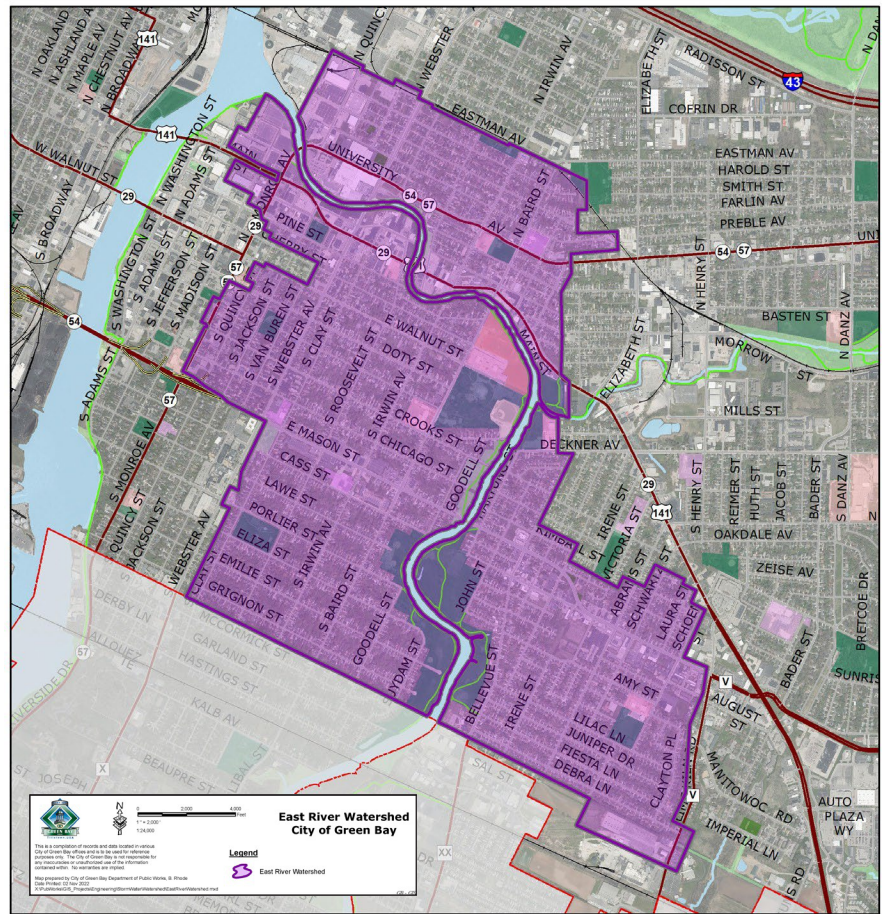
- A. Assemble a project GIS database, including data such as drainage basin boundaries, land uses, existing inundation shapefiles, storm sewers and other drainage infrastructure, soil conditions, topography, and aerial photography.
- B. Review data from past studies, reports and projects, including the latest City-wide Stormwater Management Plan, recent projects associated with flooding along the East River, the latest FEMA Flood Insurance Study (20XX), and Wisconsin Department of Natural Resources (WDNR) watershed reports.
- C. City stormwater files and as-builts, in combination with additional field data collected by the City or consultants.

Task 2 – Flood Mitigation Analysis and Conveyance Assessment

The City will work with consultant partners to run H&H models to evaluate existing flooding throughout the East River Flood Analysis Area. This analysis will model the 50-, 100-, and 500-year Atlas 14, 24-hour storm events for all modelled scenarios. The Analysis Area will include the floodplain within the City's jurisdiction, which is bordered on the south by the limits of the City of Green Bay and the northeast by the East River's confluence with the Fox River. The Analysis Area is also bordered by five (5) adjacent neighborhoods, including: Astor-East River, Starlite, Oak Grove, Johannes Park, and Three Corners.

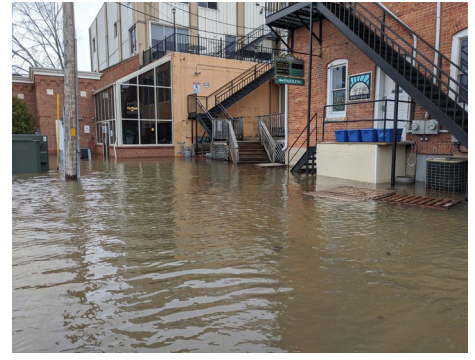
The analysis will evaluate inundation areas and identify buildings and infrastructure inundated for the three storm events. Sensitivity models will be used to see how conveyance at the following road crossing can be adjusted to lower inundation elevations and durations:

E. Mason Street, N. Baird Street, Main Street (141), Webster Avenue, and University Avenue.



The following two modeling scenarios will be analyzed:

- **Updated Existing Conditions Flood Modeling.** This project will sub-delineate the existing model subwatersheds, update hydrology, and add additional hydraulic crossings necessary to compare existing mapped FEMA Floodplain inundation areas to inundation areas produced from an updated H&H model. These updates will allow for determination of flood mitigation options and concepts (Task 3). The City's consultant will analyze the inundation areas and inundated infrastructure (buildings, roads, and trails) for the following precipitation events of critical duration (24-hours):
 - 50-year Atlas 14, 24-hour rainfall event (4.81")
 - 100-year Atlas 14, 24-hour rainfall event (5.49")
 - 500-year Atlas 14, 24-hour rainfall event (7.17")
- **Conveyance Assessment Scenarios.** The updated Existing Conditions model will be used to analyze five (5) crossings to see how increasing the capacity at each crossing by 25% will reduce flood levels along the system and a review of what effect the increased flow capacity will have on downstream high-water levels and flows at the confluence with the Fox River. The five crossings will include: E. Mason Street, N. Baird Street, Main Street (141), Webster Avenue, and University Avenue. The first objective will be to determine which of the five crossings is the main hydraulic restriction within the analysis area and then analyze at least two of the five crossings at 125% capacity for the following precipitation events of critical duration (24-hours):
 - 50-year Atlas 14, 24-hour rainfall event (4.81")
 - 100-year Atlas 14, 24-hour rainfall event (5.49")
 - 500-year Atlas 14, 24-hour rainfall event (7.17")



Task 3 – Flood Mitigation Solutions and Planning-Level Cost-Benefit Analysis

Based on the analysis completed, the City will determine three project areas to look at flood mitigation concepts. This task will evaluate and quantify the effect that up to three flood mitigation concepts will have for infrastructure within the Analysis Area. The City's consultant will then create concept level design sketches, estimate the construction and operation & maintenance costs, and develop a planning-level cost benefit analysis for each of the proposed concepts. A cost-benefit analysis will be developed to help the City weigh the concepts on what infrastructure will be preserved through each concept. This will help the City analyse which concept to further develop for feasibility and funding.

Task 4 – Summary Technical Memo

A Technical Memo will be prepared that provides an overview of the results from Task 2 and provides background for the Flood mitigation concepts, and the Cost Benefit Analysis from Task 3. A draft of the technical memo will be provided for the 90% Progress Meeting and a Final Draft of the Memo will be provided for the Final Review Meeting.

Task 5– Preferred Concept 90% Design

The City will work with stakeholders to select a preferred Concept from Task 3 to move forward with 90% Design Plans and Specifications.





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

MEETING DATE

July 26, 2023

PREPARED BY

AGENDA ITEM # E.13

Consideration with possible action on request by Department of Public Works to enforce a 10-year manufacturer warranty to all City-issued/purchased tipper carts.

BACKGROUND

The intent of this report is to request modification of the DPW-Operations Division's implementation and enforcement of the manufactures warranty for city issued/purchased tipper carts, pertaining to cart repairs and replacements.

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2023 DPW Cart Warrenty Report

Cart Warranty Report

Date: July 14, 2023

To: Improvement & Services Committee

From: Dustin McMullen
DPW Operations Sanitation Superintendent

RE: Cart Warranty Expiration

The intent of this report is to request modification of the DPW-Operations Division's implementation and enforcement of the manufactures warranty for city issued/purchased tipper carts, pertaining to cart repairs and replacements.

History of Cart Warranty and Repairs

Historically, the manufacturing standards regarding warranty for tipper carts is 10 years. The city made their first purchase of recycling tipper carts back in 2012. In 2014 the city made their first purchase of garbage tipper carts, implementing the beginning of our automated sanitation collection.

Since 2014 we have continued to purchase roughly 500 carts annually. The Sanitation section also completes an average of 300 repairs, at no-cost to these carts annually. These repairs/replacements consist of lids, pins, wheels, and axels. Up until 2022 all these carts were under warranty, so the manufacture would reimburse for the materials and repairs. Unfortunately, now the original carts purchased have started to become out of warranty, and the city has needed to cover the cost of these repairs/replacements.

Going forward, we will have roughly 500 carts annually that will no longer be covered under warranty. This will lead to large financial implications and will only grow larger every year, with more warranties expiring.

Discussion and Recommendation

To address the cart warranty expiration, DPW proposes to enforce a 10-year manufacture warranty to all city issued/purchased tipper carts. Following are details on how DPW anticipates the program will function:

- All tipper carts are identified by their serial numbers. The serial numbers also include the year they were manufactured/ordered, which would be the year their warranty began. This is how we would be able to unanimously know what year their warranty began.
- All repairs needed during the warranty period, due to manufacture defects will be covered at no cost.
- If the lid, body, wheels, or axels become unusable due to personal damage, or

anything outside of the city's control during the warranty period, the resident is responsible for the purchase of a new cart.

- Lid pins will be the only items that will continue to be covered outside of the warranty period.
- No-charge for any repairs/replacements if damage is caused by city employees or equipment. This will be either within or outside of the warranty period.
- If the lid, body, wheels, or axels become unusable due to personal damage, or anything outside of the city's control outside of the warranty period, the resident is responsible for the purchase of a new cart.

These changes will ensure that residents are still receiving a superior warranty with the purchase of their city issued tipper carts, but the city will no longer be responsible for the financial repercussions outside of the warranty period. If more information is needed to evaluate or consider this request, please advise.



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

MEETING DATE

July 26, 2023

PREPARED BY

AGENDA ITEM # E.14

Consideration with possible action on request by Department of Public Works to enter into a Service Authorization Agreement with Berners-Schober Associates, Inc. in the amount of \$50,000.00 for the design of masonry repairs at the West Side Municipal Garage.

BACKGROUND

Background: Due to settlement, lack of expansion joints, and building age, substantial masonry repairs are needed at the West Side Municipal Garage to protect the City's facility from water intrusion and minimize further degradation.

RECOMMENDATION

Department of Public Works recommends entering into a Service Authorization Agreement under the Master Contract with Berners-Schober Associates, Inc. (BSA) for the design of the repairs. BSA is familiar with the City's facility and knowledgeable in masonry repair. 3. Fiscal Impact: The approved 2023 CIP includes \$650,000.00 for these repairs and design.

FISCAL IMPACT

The approved 2023 CIP includes \$650,000 for these repairs and design.

ATTACHMENTS

- I. 23CGBI000_CITYGB_SAA_PKG

July 7, 2023

Mr. James Brunette

City of Green Bay
100 N. Jefferson Street, Room 200
Green Bay, WI 54301-5026

RE: WSG Masonry Repairs
City of Green Bay
Green Bay, WI
Commission No. 23CGB10.00

Dear Mr. Brunette:

Attached is a Service Authorization Agreement for the Masonry Repairs project at West Side Garage, Green Bay, Wisconsin.

We ask that you review this agreement. If it meets with your approval, please provide the appropriate approvals.

Upon notification, we will proceed with Schematic Design.

If you have any questions, please feel free to contact me.

Sincerely,



Ian W. Griffiths RIBA, AIA, LEED AP BD+C
PRESIDENT / ARCHITECT

D 920.569.8660
igriffiths@bsagb.com

ATTACHMENT "A"

Berners-Schober Associates, Inc. SERVICE AUTHORIZATION AGREEMENT

Owner: City of Green Bay
Facility Name: West Side Garage
Project Name: Masonry Repairs
Project Number: 23CGB10.00
Location: Green Bay, Wisconsin
Services Initiated By: Trista Hobbs

This service authorization is according to paragraph 12.1 of the AIA B104-2017 Master Owner-Architect Agreement dated 01/01/2023

DESCRIPTION OF SERVICE:

Project Narrative:

The project design scope will be to provide architectural and engineering services for masonry repair and control joints at the west side municipal garage, based on the site tour conducted on May 25, 2023.

Professional Services:

All basic services will be provided by Berners-Schober Associates, Inc. employees.

Compensation: (Basic Services)

The professional services fee shall be billed hourly, with an estimated cost of \$50,000.

Schedule/Site Visits:

The anticipated schedule for bidding will be fall of 2023 with anticipated construction in spring of 2024.

Reimbursable Expenses:

Reimbursable Expenses will be invoiced in addition to professional fees. We recommend an allowance of \$0.00 to be budgeted for such expenses. These expenses include, but are not limited to instruments of service, printing/handling/postage, approval fees, travel, and subsistence.

This service authorization is provided in two originals. Please sign both copies in the space provided below, retain one copy for your files, and return one copy to the Architect.

OWNER: City of Green Bay

ARCHITECT: Berners-Schober Associates, Inc.

Signature

Signature

James Brunette, City Engineer

Printed Name and Title

Ian W. Griffiths, President

Printed Name and Title

Date

Date

7/7/2023



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

MEETING DATE

July 26, 2023

PREPARED BY

AGENDA ITEM # E.15

Consideration with possible action on award of contract PARKING DIVISION SECURITY to Star Protection and Patrol for the period August 1, 2023 through July 31, 2027 in the amount of \$124,800.00 for the first year, with a 5% escalation rate each year thereafter.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

\$124,800

ATTACHMENTS

1. Parking security bid summary 2023-27
2. 2024 Parking security cost comparison

CITY OF GREEN BAY BID SUMMARY
RFP #2023-22 - CITY OF GEEN BAY PARKING SECURITY
ISSUED: 05/18/2023 DUE: 06/22/2023
CC: 99000, 96200
Scoring Criteria & Points

		Highest Score (Avg.)				Lowest Score (Avg.)			
Evaluation Team Total Possible Points	Categories	Star Protection & Patrol Oshkosh, WI				Per Mar Security Services Green Bay, WI			
		Option #1				Option #1			
		EV1	EV2	EV3	Avg.	EV1	EV2	EV3	Avg.
30	Quality of Service	30	27	25	27.33	15	25	20	20.00
25	Professionalism & Communication	25	22	20	22.33	10	22	20	17.33
25	Employee Training & Retention	20	22	21	21.00	20	22	20	20.67
20	Pricing	20	16	15	17.00	0	15	18	11.00
100	Vendor Score(s) (Total Possible Points = 100)	87.67				69.00			

Recommendation: Award Star Protection & Patrol as the highest scoring vendor that provided the best overall solution and value to the City of Green Bay.

Notes: The City issued a request for proposal (RFP) and received 2 proposals in total. Each evaluator, three (3) in total, reviewed and scored the proposals individually and their scores were averaged to obtain the final award.

Green Bay DPW-Parking System Division

Vendor Cost Comparison

2024 to 2027

(July 14, 2023)

	Vendor	
	Star	Per Mar
Guard hours/week	80	80
2024 guard rate (hourly)	\$30.00	\$28.00
Vehicle charge (weekly)	\$0.00	\$300.00
Coverage (weeks)	52	52
Annual cost escalation	5%	5%
2024 vehicle cost	\$0	\$15,600
2024 guard cost	\$124,800	\$116,480
2024 total =	\$124,800	\$132,080
2025 total =	\$131,040	\$138,684
2026 total =	\$137,592	\$145,618
2027 total =	\$144,472	\$152,899



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

MEETING DATE

July 26, 2023

PREPARED BY

AGENDA ITEM # E.16

Consideration with possible action to approve the request by Department of Public Works to award the following contracts at a staff level and report the award at the next Improvement and Services Committee meeting:

- a. PARKS 8-23 JOANNES AQUATIC CENTER REOOFING
- b. PARKS 9-23 BAY BEACH PAVILION REROOF

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

July 26, 2023

PREPARED BY

AGENDA ITEM # E.17

Report the award of contract BRIDGE 3-23 (MAIN STREET BRIDGE B-5-141 EXPANSION JOINT RECONSTRUCTION) to Pheipher Brothers Construction Co., Inc. in the amount of \$306,291.89.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

July 26, 2023

PREPARED BY

AGENDA ITEM # E.18

Report the award of contract PAVEMENT 3-23 SCHOOL PLACE RECONSTRUCTION to Advance Construction Inc. in the amount of \$1,123,195.30.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

July 26, 2023

PREPARED BY

AGENDA ITEM # E.19

Consideration with possible action to approve the Assignment and Assumption of License Agreement from Destree Enterprises, Inc. (fka Zoll Stone Center, Inc.) to MPI3 Green Bay, LLC for use of Ashland Avenue rights-of-way.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. I&S Agenda Item

I & S Committee July 26, 2023

Consideration with possible action to approve the Assignment and Assumption of License Agreement from Destree Enterprises, Inc (f/k/a Zoll Stone Center, Inc) to MP13 Green Bay, LLC for use of Ashland Avenue rights-of-way.

ASSIGNMENT AND ASSUMPTION OF LICENSE AGREEMENT

This Assignment and Assumption of License Agreement (this “Assignment”) is made and entered into as of _____, 2023 (the “Effective Date”), by and among DESTREE ENTERPRISES, INC., a Wisconsin corporation f/k/a Zoll Stone Center, Inc. (“Assignor”), and MPI3 GREEN BAY LLC, a Delaware limited liability company (“Assignee”).

RECITALS

WHEREAS, Assignor and Assignee entered into a Purchase Agreement dated April 5, 2023 (the “Purchase Agreement”) for the purchase of property located at 1425 South Ashland Avenue, Green Bay, Wisconsin (the “Real Estate”);

WHEREAS, Assignor and City of Green Bay, a Wisconsin municipal corporation (the “City”) are parties to that certain License Agreement dated March 31, 1995 for an encroachment by Assignor in the form of a private parking lot on property adjacent to the Real Estate, a copy of which is attached hereto as **Exhibit A** (the “License Agreement”); and

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to assign all of its right, title and interest in and to the License Agreement to Assignee, and Assignee desires to accept such assignment and assume all of Assignor’s rights, duties, obligations and liabilities under the License Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment of License Agreement. Assignor hereby grants, conveys and assigns to Assignee all of Assignor’s right, title and interest in and to the License Agreement.

2. Assumption. Assignee expressly assumes and agrees for the benefit of the City to be bound by, and to be solely and exclusively responsible to perform and comply with each and every obligation of Assignor arising or accruing under the License Agreement from and after the Effective Date, and agrees that Assignor shall have no further right, title, interest and/or obligation in any manner whatsoever under the License Agreement and agrees that Assignee shall be substituted by this Agreement for Assignor under the License Agreement for all purposes from and after the Effective Date.

3. Further Assurances. Each party hereto shall execute, acknowledge and deliver to any other party all documents, and shall take all actions, reasonably required by such other party from time to time to confirm or effect the matters set forth herein, or to otherwise carry out the purposes of this Assignment.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

5. Notices. Notices to Assignee shall be given in the manner provided in the License Agreement and addressed as follows:

MPI3 Green Bay LLC
701 Lake Street E., Suite 250
Wayzata, MN 55391
Attn: Matthew Schliep
E-mail: matt@moirpark.com

6. Binding Effect. This Assignment shall bind, and shall inure to the benefit of, the successors and assigns of the parties hereto.

7. Severability. The parties agree that if any provision of this Agreement shall under any circumstances be deemed invalid or inoperative, this Agreement shall be construed with the invalid or inoperative provision deleted, and the rights and obligations of the parties shall be construed and enforced accordingly.

8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and any signatures to counterparts may be delivered by facsimile or other electronic transmission and shall have the same force and effect as original signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the Assignment Date.

ASSIGNOR:

DESTREE ENTERPRISES, INC.

By: _____
Kelly Herlache, Its President

ASSIGNEE:

MPI3 GREEN BAY LLC

By: _____
Matthew Schliep
Title: _____

CITY CONSENT:

The City of Green Bay, a Wisconsin municipal corporation, hereby consents to the assignment of Assignor's interest in the License Agreement to Assignee. This consent shall apply only to this Agreement and shall not be deemed to be a consent to any other assignment or a waiver of the City's right to consent to any subsequent assignment. The consent shall be effective when a fully executed original of this Agreement has been delivered to the City.

CITY:

By: _____
Name: _____
Title: _____

EXHIBIT A

Ray's Copy

LICENSE AGREEMENT

This License Agreement made in the City of Green Bay, State of Wisconsin, on the 31st day of March, 1995, by and between the CITY OF GREEN BAY, WISCONSIN, a municipal corporation ("CITY") and ZOLL STONE CENTER, INC., a Wisconsin corporation, Green Bay, Wisconsin ("ZOLL").

WHEREAS, ZOLL has requested permission from the CITY to encroach upon unimproved CITY right-of-way on Ashland Avenue, adjacent to its business located at 1425 South Ashland Avenue, as described in the attached "Description", incorporated herein as Exhibit A; and

WHEREAS, said encroachment will be in the form of surfacing the above-described area for use as a private parking lot for ZOLL; and

WHEREAS, the Common Council for the City of Green Bay has approved such request and granted to ZOLL a license upon certain conditions as are more fully set out below.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth and other good and valuable consideration acknowledged by the parties herein,

IT IS AGREED AS FOLLOW:

1. The CITY does hereby grant to ZOLL a license to encroach upon CITY right-of-way for the development and maintenance of the parking lot as described herein.

2. Such encroachment shall be limited to the area as described in Exhibit A.

3. Any reference to "easement" in Exhibit A or other documents pertaining to this license are meant as descriptive only and in no event shall this license be deemed to be the grant of an easement of any kind or any sort.

4. This license shall cease in the event the CITY determines that the unimproved right-of-way is needed for street or other public purpose. In such event, the CITY shall provide ZOLL with a ninety (90) day written notice of such termination, and ZOLL shall cause such parking lot to be completely dismantled and removed on or before the termination date, or ZOLL shall pay all costs incurred by the CITY associated with the dismantling and removal of the parking lot upon ZOLL's failure to do so.

5. ZOLL shall be responsible for all costs associated with construction of the parking lot, including all street improvements made or required to be made. All applicable codes and regulations shall be complied with in the construction of the parking lot.

6. ZOLL shall have the parking lot site plan approved prior to construction, and ZOLL shall comply with all provisions of the site plan.

7. ZOLL shall be responsible for all maintenance of the parking lot including, but not limited to, upkeep, repair and replacement thereof. Further, ZOLL shall comply with all CITY ordinances regarding the maintenance, repair and/or replacement of the parking lot.

8. ZOLL shall indemnify, defend, and save harmless the City of Green Bay, its employees, officers, officials and agents against

any loss, damage or expense arising from any claim for damages arising out of personal injuries and/or loss or destruction of personal property which actually or allegedly is caused in total or in part by or to the parking lot.

9. ZOLL has presented to the City of Green Bay a certificate of insurance indicating the coverage and policy limits of an insurance policy covering the unimproved right-of-way and parking lot thereon, specifically, any injury or damage that may occur pursuant to this license; said insurance policy to be maintained in full force and effect throughout the duration of this agreement. Said certificate of insurance is attached hereto as Exhibit B and incorporated herein by reference.

10. With the exception to paragraph 4, this license agreement shall continue in full force and effect until such time as ZOLL surrenders the license back to the CITY and removes or causes to be removed the subject parking lot. ZOLL shall not abandon or cease use of the parking lot without removing or causing to be removed the parking lot surface and restoring or causing to be restored the site to a condition the same of similar to the condition of the area prior to placing thereon the parking lot.

11. ZOLL shall have the right to repair and/or replace the parking lot without causing a termination of this Agreement.

12. Except as is herein set forth, this license is not assignable without prior written consent of the other party, which consent shall not be unreasonably withheld. If ZOLL is merged, consolidated, transferred, or purchased by another person, persons,

4

EXHIBIT A

DESCRIPTION

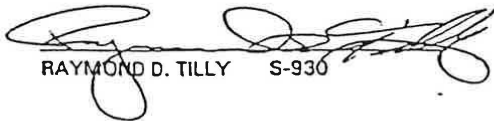
(for Pavement, Ingress and Egress Easement)

Part of Lot 16 South Park Subdivision being part of Private Claim 10, West Side of Fox River, City of Green Bay, Brown County, Wisconsin described by:

Commencing at a point on the northerly line of Private Claim 10 West Side of Fox River and the easterly right-of-way line of State Street (Brown County monumented traverse point PC 9.1.1), said point being North 26 degrees 11 minutes 20 seconds East 1539.93 feet from a Brown County monumented traverse point Z-17.1; thence South 88 degrees 13 minutes 51 seconds West 1355.52 feet to the southerly line of the property described in Jacket 16471 Image 58 Brown County Records; thence North 64 degrees 00 minutes 00 seconds West along the said southerly line 407.79 feet to the easterly right-of-way line of the Green Bay to Appleton track of the Fox Valley & Western Ltd. line; thence South 83 degrees 34 minutes 48 seconds West 134.54 feet to a point on the easterly right-of-way line of Ashland Avenue, said point being the point of beginning; thence North 35 degrees 37 minutes 00 seconds East along the said easterly right-of-way line 338.00 feet; thence North 54 degrees 23 minutes 00 seconds West 39.50 feet; thence South 35 degrees 37 minutes 00 seconds West 74.89 feet; thence South 54 degrees 23 minutes 00 seconds East 23.80 feet; thence South 35 degrees 34 minutes 25 seconds West 124.99 feet; thence North 54 degrees 23 minutes 00 seconds West 23.90 feet; thence South 35 degrees 37 minutes 00 seconds West 138.12 feet; thence South 54 degrees 23 minutes 00 seconds East 39.50 feet to the point of beginning.

WARNING: This description shall only be used for easement purposes and shall not be used to create a separate ownership.

Signed this 2nd day of March, 1995.


RAYMOND D. TILLY S-930



Job No. 124894

File No. 1247

Field Book 76,FC4

EXHIBIT B

ACORD. CERTIFICATE OF INSURANCE

CSR PG
ZOLLS-1

DATE (MM/DD/YY)
03/09/95

ISSUER

RH of GREEN BAY
Box 8608
Bay WI 54308-8608

alen Vincent, Sr
14-432-7246

SURED

Zoll Stone Center, Inc.
1425 S. Ashland Ave
Green Bay WI 54304-3687

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A Regent Insurance Co.
COMPANY B General Casualty Co. of WI
COMPANY C
COMPANY D

OVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
GENERAL LIABILITY				GENERAL AGGREGATE \$ 2,000,000
☒ COMMERCIAL GENERAL LIABILITY	CCI0115720	01/01/95	01/01/96	PRODUCTS - COMP/OP AGG \$ 2,000,000
CLAIMS MADE ☒ OCCUR				PERSONAL & ADV INJURY \$ 2,000,000
OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 2,000,000
☒ Contractual				FIRE DAMAGE (Any one fire) \$ 50,000
				MED EXP (Any one person) \$ 5,000
AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$ 2,000,000
☒ ANY AUTO	CBA0115720	01/01/95	01/01/96	BODILY INJURY (Per person) \$
ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
SCHEDULED AUTOS				PROPERTY DAMAGE \$
HIRED AUTOS				AUTO ONLY - EA ACCIDENT \$
NON-OWNED AUTOS				OTHER THAN AUTO ONLY: \$
				EACH ACCIDENT \$
				AGGREGATE \$
GARAGE LIABILITY				EACH OCCURRENCE \$ 5,000,000
ANY AUTO				AGGREGATE \$ 5,000,000
EXCESS LIABILITY				\$
☒ UMBRELLA FORM	CCI 0115720	01/01/95	01/01/96	STATUTORY LIMITS
OTHER THAN UMBRELLA FORM				EACH ACCIDENT \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				DISEASE - POLICY LIMIT \$
THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: ☐ INCL ☐ EXCL				DISEASE - EACH EMPLOYEE \$
OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Certificate holder is named an Additional Insured as respects a portion of improved City right-of-way to be used as a private parking lot adjacent to Zoll Stone.

CERTIFICATE HOLDER

GBCITYO

City of Green Bay
Risk Management Dept
100 N. Jefferson St.
Green Bay WI 54301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Galen Vincent, Sr



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

MEETING DATE

July 26, 2023

PREPARED BY

AGENDA ITEM # E.20

Consideration with possible action to approve and accept a Storm Sewer Easement from Jeffery L. Schroeder for the reconstruction of S. Maple Avenue.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Storm Sewer Easement from Schroedar for S Maple Av

I & S Committee July 26, 2023

Consideration with possible action to approve and accept a Storm Sewer Easement from Jeffery L Schroeder for the reconstruction of S Maple Avenue.

EASEMENT FOR STORM SEWER PURPOSES

It having been deemed necessary for the improvement, maintenance or protection of public or private property to occupy or use lands owned by JEFFERY L. SCHROEDER in the City of Green Bay, Brown County, Wisconsin.

KNOWN ALL BY THESE PRESENTS that the owner herein for and in consideration of the sum of Five Hundred and no/100 dollars (\$500.00) paid to him the receipt of which is hereby acknowledged, the above named owner does convey unto the CITY OF GREEN BAY, A WISCONSIN MUNICIPAL CORPORATION (hereinafter "CITY"), a PERMANENT EASEMENT and right-of-way including the perpetual right to enter upon the real estate hereinafter described at any time that it may seem fit and construct, maintain and repair open channels and open and enclosed drainage structures for the purpose of conveying water across, through and under the lands described in EXHIBIT A, together with the right to excavate and refill ditches and/or trenches for the location of said open channels and open and enclosed drainage structures and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of said open channels and open and enclosed drainage structures over the lands described in EXHIBIT A.

Return this document to: City of Green Bay - Clerk 100 N. Jefferson Street Green Bay, WI 54301-5026
--

Tax parcel Numbers: Part of 1-834

It is expressly understood and agreed that during the construction of said open channels and open and enclosed drainage structures, materials and excavation may be placed beyond the limits of the lands as described in EXHIBIT A, said materials and soil shall be removed immediately upon completion of construction and ground restored to the condition prior to construction.

After the construction of said open channels and open and enclosed drainage structures, the grantor and his successors shall have and retain all rights to the use and occupation of said lands described in EXHIBIT A, provided that no structures shall be erected over said described lands.

For the purpose of the construction, maintenance and repair of said open channels and open and enclosed drainage structures, the said CITY shall have the right to enter, pass over and use said premises and the lands adjacent thereto for the transportation, laying down, and storage of materials, tools and equipment, the depositing and removal of excavated materials, and for other purposes incidental to the work, but shall do so with the least inconvenience practicable to the grantor, and provided that in the event any damage is caused to said real estate or to the lands adjacent thereto, including building erected thereon, by reason of the CITY entering thereon for the purpose of the maintenance and/or repair of said open channels and open and enclosed drainage structures, said CITY shall fully compensate said grantor or successors thereof.

This agreement is binding upon the heirs, successors and assigns of the parties hereto.

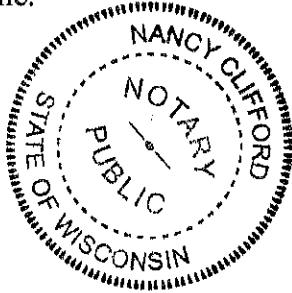
x

Jeffery L. Schroeder

Jeffery L. Schroeder

STATE OF WI)
COUNTY OF BROWN) SS.

Personally, came before me this 22 day of June, 2023, the above named Jeffery L. Schroeder to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Nancy Clifford
Nancy Clifford

(Print or Type name of notary above)

Notary Public, Brown County, Wisconsin

My Commission Expires: 04/04/2026

This instrument drafted by:
Thomas H. Giese – R/w Specialist

Project: S Maple Avenue Storm Sewer.
Parcel Numbers: Part of 1-834.

EXHIBIT A

DESCRIPTION OF STORM SEWER EASEMENT AREA

Grantor: Jeffery L. Schroeder

Grantee: City of Green Bay, a Wisconsin Municipal Corporation

That part of Lot Eight (8), Block Sixteen (16), according to the recorded Plan of Mrs. C.L.A. Tank's Fourth Addition to Ft. Howard, City of Green Bay, West side of Fox River, Brown County, Wisconsin, described as follows:

Beginning at the Southwest corner of said Lot 8, Block 16, according to the recorded Plan of Mrs. C.L.A. Tank's Fourth Addition to Ft. Howard;

Thence $N26^{\circ}-08'-55''E$, 18.18 feet, along the west line of said Lot 8, to the southerly Railroad Right-Of-Way line;

thence northeasterly along said southerly Railroad Right-Of-Way line, along the arc of a 2814.79 foot radius curve to the right, 36.24 feet, said curve having a chord which bears $N53^{\circ}-16'-52''E$, 36.24 feet, to the north line of said Lot 8;

thence $S64^{\circ}-03'-36''E$, 18.00 feet along said north line of Lot 8;

thence $S60^{\circ}-30'-38''W$, 61.17 feet, to the point of beginning.

NOMINAL PAYMENT PARCEL - WAIVER OF APPRAISAL RECOMMENDATION AND APPROVAL

Owner	Area and Interest Required
Jeffery L Schroeder	605 Square Feet - Storm Sewer Easement

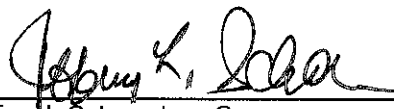
Allocation

Land		Sq Ft	X		/ Sq Ft	=	\$	-
		Sq Ft	X		/ Sq Ft	=	\$	-
Permanent Limited Easement	605	Sq Ft	X	\$	0.78 / Sq Ft	=	\$	468.88
Temporary Limited Easement		Sq Ft	X		/ Sq Ft	=	\$	-
Fencing		Sq Ft	X		/ Sq Ft	=	\$	-
Landscaping		Sq Ft	X		/ Sq Ft	=	\$	-
Improvements		Sq Ft	X		/ Sq Ft	=	\$	-
Other		Sq Ft	X		/ Sq Ft	=	\$	-
Total Damages							=	\$ 468.88
Rounded To							=	\$ 500.00

The undersigned owner, having been fully informed of the right to have the property appraised, and to receive just compensation based upon an appraisal, have decided to waive the right to an appraisal and agree to accept settlement in the above-stated amount as full payment for the parcel stated, subject to approval by the Local Public Agency.

The undersigned owner further state that the decision to waive the right of an appraisal was made without undue influences or coercive action of any nature.

It is intended that the instrument of conveyance will be executed upon presentation by the Local Public Agency agents or representatives.

X 
Jeffery L Schroeder - Own _____ Date _____

For Office Use Only

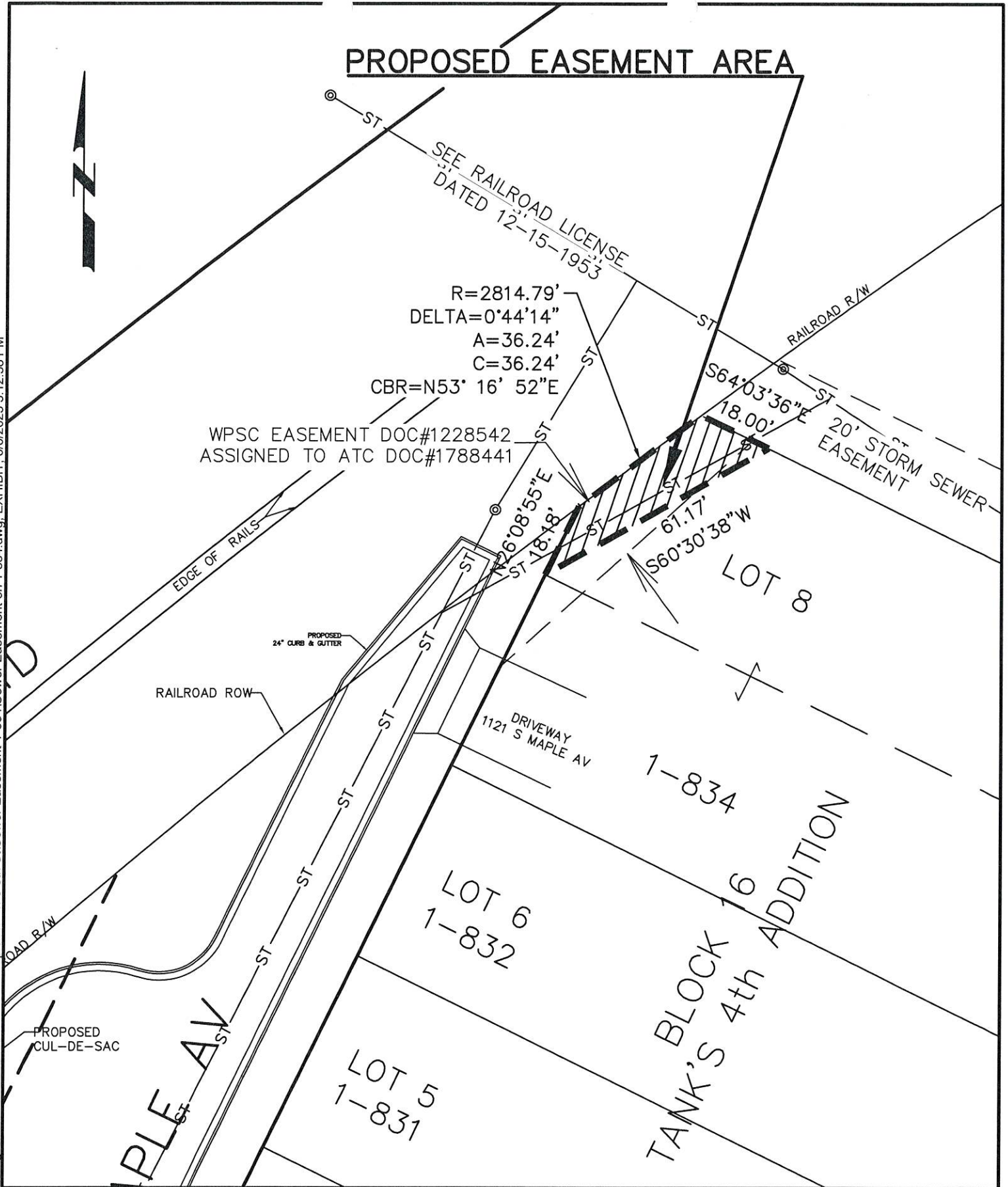
APPROVED FOR: CITY OF GREEN BAY

X
James M Brunette - Assistant Director of Public Works _____ Date _____

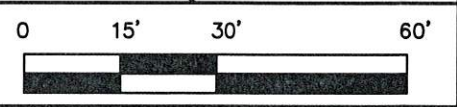
Project ID	County	Parcel No.:
S Maple Avenue cul-de-sac	Brown	Part of 1-756

PROPOSED EASEMENT AREA

I:\DeptData\Pub\Works\Eng\CAD\ACAD\IOWR\Wdeeds\Maple Av - n-o 8th St\Sewer Easement on 1-834.dwg, EXHIBIT, 6/6/2023 3:12:38 PM



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.



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

STORM SEWER EASEMENT — 1121 S MAPLE AVENUE

BY	DATE

PROPOSED EASEMENT AREA

SEE RAILROAD LICENSE
DATED 12-15-1953

R=2814.79'
DELTA=0°44'14"
A=36.24'
C=36.24'
CBR=N53° 16' 52"E

WPSC EASEMENT DOC#1228542
ASSIGNED TO ATC DOC#1788441

20' STORM SEWER
EASEMENT

RAILROAD ROW

DRIVEWAY
1121 S MAPLE AV

1-834

LOT 6
1-832

TANKING BLOCK ADDITION

DISCLAIMER

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0 15' 30' 60'



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

STORM SEWER EASEMENT - 1121 S MAPLE AVENUE

BY	DATE
ST	12/26/2021



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

MEETING DATE

July 26, 2023

PREPARED BY

AGENDA ITEM # E.2I

Consideration with possible action on a request to extend Isbell Street south of Mason Street to the South Mason Street Frontage Road in order to alleviate traffic issues along the South Mason Street Frontage Road, and to enter into agreements with adjacent property owners pursuant to this opening.

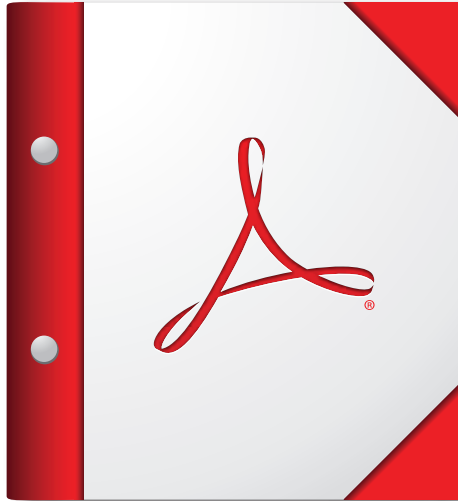
BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2023-07-24 Dist 10 to I and S



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Acrobat X or Adobe Reader X, or later.**

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

MEETING DATE

July 26, 2023

PREPARED BY

AGENDA ITEM # E.22

Report of actions taken by the Department of Public Works.

A. Granting of Licenses

I. Sidewalk Builder

- a. Global Concrete LLC
- b. Naps Flatwork & Construction

2. Underground Sprinkler System

- a. NEW Irrigation LLC

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

July 26, 2023

PREPARED BY

AGENDA ITEM # F.I

Presentation of Proposed 2024 Fee Schedule for Chapter 16 Environment and Chapter 42 Utilities.

BACKGROUND

The Public Works Department - Stormwater Utility has evaluated fees for services provided under Chapter 16 and Chapter 42. Updates and changes are being proposed within the 2024 budget to capture some of the cost associated with providing the necessary services. The proposed fees are comparable or less than those charged by nearby cities and villages.

RECOMMENDATION

Forward proposed changes to fee schedule and ordinances to Law Department to place into final ordinance format and the 2024 budget.

FISCAL IMPACT

If approved within the 2024 budget, the proposed fees are expected to increase revenues for the stormwater utility in 2024. The additional revenue from permit fees would help offset rising costs and lessen the burden of cost increases to the storm water utility rate payer. The additional revenue is projected to be about \$25,000 but could vary depending on actual number of permits and inspections.

ATTACHMENTS

1. Stormwater Fee Calculations
2. Sec. 16_82.____Permitting_requirement_and_procedures_and_fees
3. Sec. 16_43.____Inspection
4. Sec. 16_40.____Permitting_requirements__procedures_and_fees_rev.VJ
5. 2023-07-19 Stormwater - I&S Memo - Fees

Erosion Control and Stormwater Mananagement Fees
Estimated Costs - 7/5/2023

Erosion Control Permit - One- or two-family residential	Job Classification	Avg. Billing Rate*	Hours	Total Cost
Erosion control permit application review and issuance	Erosion Control Specialist	\$ 50.64	3	\$ 151.92
Pre-construction inspection	Erosion Control Specialist	\$ 50.64	0.5	\$ 25.32
Compliance inspection(s)	Erosion Control Specialist	\$ 50.64	2	\$ 101.28
Final inspection	Erosion Control Specialist	\$ 50.64	0.5	\$ 25.32
Vehicle Usage		\$ 16.52	3	\$ 49.56
			Total	\$ 353.40

Erosion Control Permit - All other types				
Erosion control permit application review and issuance	Erosion Control Specialist	\$ 50.64	6	\$ 303.84
Pre-construction inspection	Erosion Control Specialist	\$ 50.64	1	\$ 50.64
Compliance inspection(s)	Erosion Control Specialist	\$ 50.64	4	\$ 202.56
Final inspection	Erosion Control Specialist	\$ 50.64	1	\$ 50.64
Vehicle Usage		\$ 16.52	6	\$ 99.12
			Total	\$ 706.80

Erosion Control Reinspection Fee				
Vehicle Use		\$ 16.52	1.5	\$ 24.78
Reinspection	Erosion Control Specialist	\$ 50.64	1.5	\$ 75.96
			Total	\$ 100.74

Stormwater Management Plan				
Stormwater management plan review and permit issuance	Utility Engineer	\$ 53.07	12	\$ 636.84
	Utility Manager	\$ 87.17	0.5	\$ 43.59
Post-construction inspection	Utility Engineer	\$ 53.07	2	\$ 106.14
As-built and Maintenance Agreement recordation	Utility Engineer	\$ 53.07	0.5	\$ 26.54
	Right-of-Way Specialist	\$ 87.17	1.5	\$ 130.76
Vehicle Use		\$ 16.52	2	\$ 33.04
			Total	\$ 976.90

Stormwater Management Practice Inspection Fee				
Inspection	Engineer Technician	\$ 52.88	4	\$ 211.52
Vehicle Use		\$ 16.52	4	\$ 66.08
			Total	\$ 277.60

*Average billing rate is based on data as of 7/6/2023. Average billing rate is expected to be higher in 2024.

Erosion Control and Stormwater Mananagement Fees
Comparison of Estimated Costs and Fees - 7/5/2023

Fee Type	Estimated Cost to City	Proposed Fee
Erosion Control Permit - One- or two-family residential	\$ 353.40	\$ 50.00
Erosion Control Permit - All other types	\$ 706.80	\$ 100.00
Erosion Control Reinspection Fee	\$ 100.74	\$ 75.00
Stormwater Management Plan	\$ 976.90	\$ 500.00
Stormwater Management Practice Inspection Fee	\$ 277.60	\$ 100.00

Erosion Control and Stormwater Management Fees
Fees for Other Communities - 7/5/2023

City of Appleton

Stormwater Management Permit Fee	Actual costs, including a \$100 non-refundable application fee.
Erosion & Sediment Control Fee	Residential Erosion Control Permit (\$40, incorporated into building fee)
	< 1 acre = \$100
	1 to <10 acres = \$150
	>10 acres = \$200
	Utilities = \$10

Village of Howard

Stormwater Management Fee	\$500 and \$50 for each acre
Erosion Control Fee	\$350 and \$30 for each acre
	\$100 for 1 or 2 family dwellings

City of De Pere

Stormwater Management	Not available at time of preparation.
Erosion Control	Sites less than 20,000 sf - \$150
	Sites greater than 20,000 sf - \$250

Village of Ashwaubenon

Stormwater Management	Not available at time of preparation.
Erosion Control	per parcel - \$75

Village of Allouez

Stormwater Application Fee	Sites with less than 20,000 sq. ft. of disturbed impervious area = \$1000
	Sites with 20,000 sq. ft. or more of disturbed impervious area = \$1000 plus \$0.0025/sq. ft.
Stormwater Inspection Fee	Sites with less than 20,000 sq. ft. of disturbed impervious area = \$250
	Sites with 20,000 sq. ft. or more of disturbed impervious area = \$500
Erosion Control Application Fee	Sites with less than 1 acre of disturbed area - \$250
	Sites with 1 acre or more of disturbed area - \$250 plus \$0.0025/sq. ft.
Erosion Control Inspection Fee	Sites with less than 1 acre of disturbed area = \$50 per week of land disturbance
	Sites with 1 acre or more of disturbed area = \$250 plus \$50 per week of land disturbance

Sec. 16-82. Permitting requirement and procedures and fees.

- (a) *Permit required.* No landowner, land operator or responsible party may undertake a land disturbing or land development activity subject to this article without receiving a permit from the Director of Public Works prior to commencing the proposed activity.
- (b) *Permit application and fee.* Unless specifically excluded by this article, any landowner operator or responsible party desiring a permit shall submit to the Director of Public Works a permit application made on a form provided by the City of Green Bay for that purpose.
 - (1) Unless otherwise exempted or excluded by this article, a permit application must be accompanied by the following to be considered by the Director:
 - a. A stormwater management plan;
 - b. A maintenance plan and a maintenance agreement;
 - c. Any easements which may be required;
 - d. A copy of plans and specifications for all stormwater facilities;
 - e. Certification by a professional engineer;
 - f. Any payment of a fee-in-lieu, as provided for under Section 16-81(m);
 - g. A nonrefundable permit administration fee; and
 - h. Performance securities, if applicable by subsection (d) of this section.
 - (2) The stormwater management plan shall be prepared to meet the requirements of Section 16-83 and the maintenance agreement shall be prepared to meet the requirements of Section 16-84.
 - (3) Fees shall be as provided in the City Fee Schedule and shall be billed to the applicant for actual expenses charged by the City or its consultant to review the stormwater management plan.
- (c) *Review and approval of permit application.* The Director of Public Works shall review any permit application that is submitted with a stormwater management plan, maintenance agreement, and the required fee. The following approval procedure shall be used:
 - (1) Within 30 business days of the receipt of a complete permit application, including all documents as required by subsection (b)(1) of this section, the Director of Public Works shall inform the applicant whether the application, stormwater management plan, maintenance agreement and easements are approved or disapproved based on the requirements of this article. The Director of Public Works shall base the decision on requirements set forth in Sections 16-81, 16-83, and 16-84.
 - (2) If the stormwater permit application, stormwater management plan, maintenance agreements and easements are approved, or if an agreed upon payment of fees in lieu of stormwater management practices is made, the Director of Public Works shall issue the permit.
 - (3) If the stormwater permit application, stormwater management plan, maintenance agreements or easements are disapproved, the City of Green Bay shall detail in writing the reasons for disapproval. The applicant may revise the stormwater management plan or agreement, or may appeal the decision to the Improvement and Service Committee as provided for in Section 16-86.
 - (4) If additional information is submitted, the Director of Public Works shall have 30 business days from the date the additional information is received to inform the applicant that the application, plan, maintenance agreement and easements are either approved or disapproved.

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- (5) Failure by the Director of Public Works to inform the permit applicant of a decision within 30 business days of a required submittal shall be deemed disapproval of the submittal.
- (d) *Practice installation and maintenance performance security.* The Director of Public Works may, at their discretion, require the submittal of a performance security prior to issuance of the permit in order to ensure that the stormwater practices are installed and maintained by the permit holder as required by the stormwater management plan. The Director of Public Works shall determine the amount of the performance security. The performance security shall not exceed the total estimated construction cost of the stormwater management practices approved under the permit, plus 15 percent. The amount of the maintenance performance security shall be determined by the Director of Public Works not to exceed the maintenance costs estimated in the stormwater plan for the period during which the permit holder has maintenance responsibility. The performance security shall contain forfeiture provisions for failure to complete work specified in the stormwater management plan. Conditions for the release of performance security are as follows:
- (1) The installation performance security shall be released in full only upon submission of as-built plans and written certification by a registered professional engineer in the State of Wisconsin that the stormwater practice has been installed in accordance with the approved plan and other applicable provisions of this article. The Director of Public Works may make provisions for a partial pro rata release of the performance security based on the completion of various development stages.
 - (2) The maintenance performance security, minus any costs incurred by the City of Green Bay to conduct required maintenance, shall be released at such time that the responsibility for practice maintenance is passed on to another private entity via an approved maintenance agreement or to the City of Green Bay.
- (e) *Permit conditions.* All permits issued under this article shall be subject to the following conditions, and holders of permits issued under this article shall be deemed to have accepted these conditions. The Director of Public Works may suspend or revoke a permit for violation of a permit condition upon written notification to the permittee, landowner or responsible party. An action by the Director of Public Works to suspend or revoke this permit may be appealed in accordance with Section 16-86.
- (1) Compliance with this permit does not relieve a permittee of the responsibility to comply with other applicable federal, state, and local laws and regulations.
 - (2) A permittee, landowner or responsible party shall design, install, inspect and maintain all structural and nonstructural stormwater management measures in accordance with the approved stormwater management plan, maintenance agreement, and this permit.
 - (3) A permittee, landowner or responsible party shall notify the Director of Public Works at least two business days before commencing any work in conjunction with the stormwater management plan and within five business days upon completion of the stormwater management practices. If required as a special condition, the permittee, landowner or responsible party shall make additional notification according to a schedule set forth by the Director of Public Works so that practice installations can be inspected during construction.
 - (4) BMP installations required as part of this article shall be certified as-built by a Wisconsin-licensed professional engineer. When required by the Director, a Wisconsin-licensed landscape architect, an arborist, or a nursery professional shall certify vegetation planting and vegetation establishment one full growing season after planting.
 - (5) Completed stormwater management practices must pass a final inspection to determine if they are in accordance with the approved stormwater management plan and this article. The Director of Public Works or other competent professionals identified by the Director of Public Works must make the inspection. The Director of Public Works shall notify a permittee, landowner or responsible party in

writing of any changes required in such practices to bring them into compliance with the conditions of the permit. A permittee, landowner or responsible party is further required to submit a certificate of completion, stating the completion of the permitted work in accordance with the plans, City of Green Bay, state and federal requirements. The certificate must be signed by the permittee, the contractor and the design engineer.

- (6) A permittee, landowner or responsible party shall submit any proposed modifications to an approved stormwater management plan in writing to the Director of Public Works at least 30 days prior to execution. The Director of Public Works may require that a proposed modification be submitted as an original permit application for approval prior to incorporation into the stormwater management plan and execution.
 - (7) A permittee, landowner, or responsible party shall maintain all stormwater management practices specified in the approved stormwater management plan in a healthy and functioning condition until the practices either become the responsibility of the City of Green Bay or ~~are transferred to subsequent private owners~~until the responsibility is transferred to another responsible party as specified in the approved maintenance agreement. This requirement includes, ~~but is not limited to the stormwater management practices~~, all trees, ~~vegetated practices~~, amended soil areas where impervious cover has been removed, and vegetation established according to the stormwater management plan. The City shall conduct inspections to determine compliance with this requirement and shall assess inspection fees as provided for in the City Fee Schedule.
 - (8) The responsible party authorizes the Director of Public Works to perform any work or operations necessary to bring stormwater management measures into conformance with the approved stormwater management plan, and consents to a special assessment or charge against the property as authorized under Subch. VII of Wis. Stats. Ch. 66 (Wis. Stats. § 66.0701 et seq.), or to charging such costs against the financial guarantee posted under subsection (d) of this section.
 - (9) If so directed by the Director of Public Works, a permittee, land owner or responsible party shall repair, at the permittee's own expense, all damage to adjoining municipal facilities and drainageways caused by stormwater runoff where such damage is caused by activities that are not in compliance with the approved stormwater management plan.
 - (10) A permittee, landowner or responsible party shall permit property access to the Director of Public Works for the purpose of inspecting the property for compliance with the approved stormwater management plan and the permit.
 - (11) Where a stormwater management plan involves a change in the direction of some or all runoff from a site, increases in peak rate, and/or a change in the total volume of runoff from the site, it shall be the responsibility of the permittee to obtain from adjacent property owners any easements or other necessary property interests concerning the prevention of endangerment to property or public safety and flowage of water per Section 16-81(e)(6). Issuance of this permit does not create or affect any such rights.
 - (12) A permittee is subject to the enforceable actions detailed in Section 16-85 if the permittee fails to comply with the terms of a permit.
 - (13) Additional requirements established.
 - (14) The permit applicant shall post the certificate of permit coverage in a conspicuous location at the construction site.
- (f) *Permit duration.* Permits issued under this section shall be valid from the date of issuance through the date the Director of Public Works notifies the permittee that all stormwater management practices have passed the final inspection or the permit is suspended or revoked pursuant to Section 16-85(f).

(Code 1984, § 30.07; Ord. No. 21-21 , § 2, 10-5-2021; Ord. No. 17-22 , §§ 12—15, 6-7-2022)

Sec. 16-43. Inspection.

(a) The Administering Authority may enter lands subject to the provisions of this chapter for purposes of inspection for compliance with the requirements of this chapter or for determining the applicability of the requirements of this chapter. The Administering Authority shall conduct a [pre-construction erosion control inspection](#), routine compliance inspections and final inspections of all permitted land development or land disturbance activities within the Administering Authorities jurisdiction.

~~(a)~~(b) _____ If land disturbing construction activities are occurring without a permit required by this article, the Administering Authority may enter the land pursuant to the provisions of Wis. Stats. § 66.0119(1), (2), and (3).

(Code 1984, § 34.13)

Sec. 16-40. Permitting requirements, procedures and fees.

- (a) *Permit required.* No landowner, land user or responsible party may commence a land disturbing activity subject to this chapter without receiving prior approval of an erosion and sediment control plan for the site and a permit from the Administering Authority.
- (b) *Permit application and fee.* At least one landowner, land user controlling or using the site, party desiring to, or responsible party that will undertake a land disturbing construction activity or land developing activity subject to this article shall submit an application for a permit and an erosion and sediment control plan that meets the requirements of Section 16-41 and shall pay an application fee as shown in the City Fee Schedule to the Administering Authority. By submitting an application, the applicant is authorizing the Administering Authority to enter the site to obtain information required for the review of the erosion and sediment control plan.
- (c) *Permit application review and approval.* The Administering Authority shall review any permit application that is submitted with an erosion and sediment control plan, and the required fee. The following approval procedure shall be used:
 - (1) Within 15 business days of the receipt of a complete permit application, as required by subsection (b) of this section, the Administering Authority shall inform the applicant whether the application and plan are approved or disapproved based on the requirements of this article.
 - (2) If the permit application and erosion and sediment control plan are approved, the Administering Authority shall issue the permit.
 - (3) If the permit application or erosion and sediment control plan is disapproved, the Administering Authority shall state in writing the reasons for disapproval.
 - (4) The Administering Authority may request additional information from the applicant. If additional information is submitted, the Administering Authority shall have 15 business days from the date the additional information is received to inform the applicant that the erosion and sediment control plan is either approved or disapproved.
 - (5) Failure by the Administering Authority to inform the permit applicant of a decision within 15 business days of a required submittal shall be deemed to mean approval of the submittal and the applicant may proceed as if a permit had been issued.
- (d) *Surety bond.* As a condition of approval and issuance of the permit, the Administering Authority shall require the applicant to deposit a surety bond, cash escrow, or irrevocable letter of credit to guarantee a good faith execution of the approved erosion control plan and any permit conditions.
- (e) *Permit requirements.*
 - (1) All permits shall require the responsible party to:
 - a. Install all BMPs as identified in the approved erosion and sediment control plan.
 - b. Notify the Administering Authority upon completion of the initial BMP installation to request a BMP inspection prior to commencing further land disturbing construction activity or land developing activity.
 - c. Notify the Administering Authority within 48 hours of commencing any land disturbing construction activity or land developing activity.
 - d. Notify the Administering Authority of completion of any supplemental BMPs within seven calendar days after their installation.

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- e. Obtain permission in writing from the Administering Authority prior to any modification pursuant to Section 16-41(c) of the erosion and sediment control plan.
 - f. Maintain all road drainage systems, stormwater drainage systems, BMPs and other facilities identified in the erosion and sediment control plan.
 - g. Repair any siltation or erosion damage to adjoining surfaces and drainage ways resulting from land disturbing construction activities (or land developing activity) and document repairs in weekly site inspection reports.
 - h. Conduct construction site inspections at least once per week and within 24 hours after a precipitation event of 0.5 inch or greater. Repair or replace erosion and sediment control BMPs as necessary within 24 hours of an inspection or notification that repair or replacement is needed. Maintain, at the construction site, weekly written reports of all inspections. Weekly inspection reports shall include all of the following: date, time and location of the construction site inspection; the name of individual who performed the inspection; an assessment of the condition of erosion and sediment controls; a description of any erosion and sediment control BMP implementation and maintenance performed; and a description of the present phase of land disturbing construction activity at the construction site. Submit a copy of the weekly inspection report electronically to the Administering Authority.
 - i. Allow the Administering Authority to enter the site for the purpose of inspecting compliance with the erosion and sediment control plan or for performing any work necessary to bring the site into compliance with the erosion and sediment control plan.
 - j. Keep a copy of the erosion and sediment control plan, stormwater management plan, amendments, weekly inspection reports, and permit at the construction site until permit coverage is terminated.
- (2) The permit applicant shall post the certificate of permit coverage in a conspicuous location at the construction site.
- (f) *Permit conditions.* Permits issued under this section may include conditions established by the Administering Authority in addition to the requirements set forth in subsection (e) of this section, where needed to ensure compliance with the performance standards in Section 16-39.
 - (g) *Permit duration.* Permits issued under this section shall be valid for a period of 180 days, or the length the building permit or other construction authorizations, whichever is longer, from the date of issuance. The Administering Authority may extend the number of periods one or more times for up to an additional 180 days for each extension. The Administering Authority may require additional BMPs as a condition of the extension if they are necessary to meet the requirements of this article.
 - (h) *Maintenance.* The responsible party throughout the duration of the construction activities shall maintain all BMPs necessary to meet the requirements of this chapter until the site has undergone final stabilization.
 - (i) *Alternate requirements.* The Administering Authority may prescribe requirements less stringent for applicants seeking a permit for a construction site with less than one acre of disturbance.
 - (j) *Final stabilization.* Upon final stabilization and vegetation of disturbed areas, the best management practices shall be removed.
 - (k) *Reinspection.* The erosion control permit holder shall pay a reinspection fee as shown in the City Fee Schedule to the Administering Authority when required. Reinspection fees may be charged for reinspection when the erosion control permit holder is in non-compliance with the approved erosion control plan or erosion control permit after being notified of the non-compliance. The reinspection fee shall not preclude the City from conducting enforcement under Sec. 16.44 of this chapter.

(Code 1984, § 34.10)

(Supp. No. 4, Update 3)

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TO: Improvement and Services Committee
Steve Grenier, P.E. – Director of Public Works

FROM: Valerie Joosten, P.E. – Utility Manager

DATE: July 19, 2023

RE: Proposed 2024 Fee Schedule for Chapter 16 - Environment and Chapter 42 - Utilities

The City of Green Bay will be proposing changes to the Fee Schedule within the 2024 budget for permits and inspections related to erosion control and stormwater management under Chapter 16 – Environment and Chapter 42 – Utilities. Corresponding ordinance changes are also included. The fee changes are being proposed so that applicants share in some of the costs for the City to provide the services and to bring the fees closer to fees charged by neighboring communities. Although, the City’s proposed fees would still remain low in comparison. If approved, the proposed fees are expected to increase permit and inspection revenue by about \$25,000 in 2024.

The following summarizes the proposed changes:

- Small fee increases and changes to the fee structure are proposed for certain types of erosion control permits to be consistent with the types of reviews and to reflect different levels of effort. The fee structure would also ensure that fees are being charged for all types of erosion control permits. Currently, the City is not charging for utility erosion control permits.
- A stormwater management plan fee is being added to be consistent with City ordinance.
- An erosion control reinspection fee and storm water management practice inspection fee are being added to the fee schedule along with revisions to ch. 16 of the City ordinance related to inspections and associated fees. The erosion control reinspection fee is already being charged under ch. 44 of the City ordinance. The storm water management inspection fee is part of a new inspection program to comply with the WDNR municipal separate storm sewer system permit.
- No changes are proposed to the Fee in lieu of providing storm water management and the stormwater installation security rates.
- The City will continue to not charge a fee for ERU credit applications and will not establish rates for storm water maintenance securities.

The specific fee changes are presented in the following table.

Code Section	Description	Existing Fee	2024 Proposed Fee
16-40	Erosion control permit One- and two-family residential		Erosion Control Permit: One- and two-family residential.....\$50

Code Section	Description	Existing Fee	2024 Proposed Fee
	Single parcel Multi-parcel or subdivision (per parcel) Multi-family residential Single parcel Multi-parcel (per parcel) Commercial, educational, institutional, industrial uses Single parcel Multi-parcel (per parcel)	\$50 \$20 \$50 \$20 \$50 \$20	Multi-family residential.....\$100 Commercial, educational, institutional, industrial uses.....\$100 Underground utilities.....\$100 Other construction sites requiring permits.....\$100
16-40 (proposed)	Erosion control - Reinspection fee (under ch. 44)	\$75	Erosion control – Reinspection fee...\$75
16-81	Fee in lieu of providing storm water management (per Equivalent Runoff Unit (ERU))	\$4,200	<i>No change.</i> Fee in lieu of providing storm water management (per Equivalent Runoff Unit (ERU)).....\$4,200
16-82	Storm water management plan permit fee	\$0	Storm water management plan permit application and review fee.....\$500
16-82	Storm water installation security	See proposed fee.	<i>No change.</i> Storm water installation security: 0.5 to 1.99 acres of disturbance.....\$5,000 2 to 4.99 acres of disturbance.....\$10,000 5 or more acres of disturbance.....\$25,000 Not to exceed the total estimated construction cost of the stormwater management practice, plus 15%.
16-82	N/A	N/A	Stormwater management practice inspection fee (charged every 5 years at time of inspection).....\$100
16-82	Storm water maintenance security	No fee.	<i>No change. The City has sufficient authority to require maintenance or charge for corrective maintenance.</i>
42-203	ERU credit application fee	No fee.	<i>No change. Cost is minimal and covered by the storm water management permit fee.</i>

Attachments:

Proposed changes to Sec. 16-40 Permitting requirements, procedures and fees.

Proposed changes to Sec. 16-43 Inspections.

Proposed changes to Sec. 16-82 for Storm Water Management Practice Inspections Fee

Fee Calculations Spreadsheet

Estimated Costs

Comparison Costs vs. Fees

Fees for Other Communities



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

MEETING DATE

July 26, 2023

PREPARED BY

AGENDA ITEM # F.2

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

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None