



AGENDA OF THE IMPROVEMENT AND SERVICES COMMITTEE

WEDNESDAY, AUGUST 16, 2023, 5:00 PM
Immediately following Parks Committee.

AMENDED

In person at City Hall, Room 203 - Council Chambers.
Virtual attendance also available via Zoom.

A. Zoom Meeting Information.

I. Join Zoom Meeting Online:

<https://us02web.zoom.us/j/82206544400?pwd=NDdIbmszNUhBWVU5ckIzMjZ2QT09>

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.

- I. Consideration with possible action on request by CH Robinson to enter into a rental agreement for sixty (60) stalls in River Ramp, in association with their space in the FEWI Building.
2. Consideration with possible action on request by HCW, LLC and Baylake Food Court Real Estate, LLC to enter into a rental agreement for fifty (50) stalls in River Ramp, in association

with condominium development in the Baylake City Center Building.

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 (held over from July 26, 2023 Improvement & Services meeting).
4. Consideration with possible action on request by Ald. Hutchison, on behalf of Mike Miksch, 426 Easy Street, to have sidewalk ordered along the south side of Sitka Street, between Robert Lane and McAuliffe Heights Trail, at all locations where sidewalk does not currently exist.
5. Consideration with possible action on request by Ald. Mark Steuer 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 (held over from the July 26, 2023 Improvement & Services meeting).
6. Consideration with possible action on request by Ald. Brunette, on behalf of residents on Country Club Road, regarding the plan to include sidewalks on the upcoming Country Club Road reconstruction project.
7. Consideration with possible action on acceptance of 2023 Downtown Parking Study completed by Desman Parking Consultants (held over from the July 26, 2023 Improvement & Services meeting).
8. Consideration with possible action on request by Department of Public Works to enter into a Cooperative Purchasing Agreement with KONE Care in the amount of \$129,832.00 for repairs to the Police Station Elevator.
9. Consideration with possible action on request by Department of Public Works to enter into a Professional Services Agreement with ECS Midwest, LLC in the amount of \$25,206.00 for Geotechnical Soil Exploration for 2024 reconstruction projects.
10. Report the award of contract SEWERS 1-23 MINI-SEWERS to Highway Landscapers, Inc. in the amount of \$468,281.00.
11. Report the award of contract ASPHALT PAVING 2023 to MCC Inc. in the amount of \$295,220.04.
12. Report the award of contract SEWERS 2-23 BASIN REPAIRS to Vinton Construction Company in the amount of \$1,243,438.45.
13. Report the award of contract PAVEMENT 4-23 BERNER STREET RECONSTRUCTION to PTS Contractors, Inc. in the amount of \$1,886,000.00.
14. Report the non-award of contract PARKS 8-23 JOANNES AQUATIC CENTER REROOFING.
15. Report of actions taken by the Department of Public Works.

A. Granting of Licenses

I. Sidewalk Builder

a. Jerry Parham

2. Underground Sprinkler System

a. Rain Master Irrigation Inc.

F. Informational.

1. Director's Report on recent activities of the Public Works Department.
2. The next Improvement & Services Committee meeting is scheduled for September 13, 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

August 16, 2023

PREPARED BY

AGENDA ITEM # E.I

Consideration with possible action on request by CH Robinson to enter into a rental agreement for sixty (60) stalls in River Ramp, in association with their space in the FEWI Building.

BACKGROUND

River Ramp is owned by FoxConn and operated by Parking Division under agreement. FoxConn pays a nominal ramp operating fee to Parking Division. Parking Division is authorized by FoxConn to retain all rental revenue to offset its operating costs.

RECOMMENDATION

Approve and effectuate parking rental agreement with CH Robinson for sixty (60) spaces in River Ramp.

FISCAL IMPACT

Maintains positive revenue stream for Parking Division.

ATTACHMENTS

- I. 2023 Parking Agreement - River Ramp rental agreement - CH Robinson UNSIGNED

PARKING RENTAL AGREEMENT
RIVER RAMP
C.H. Robinson Company, Inc.

This PARKING AGREEMENT is made this ____ day of August 2023 by and between the CITY OF GREEN BAY, WISCONSIN, a municipal corporation (“CITY”), and C.H. Robinson Company, Inc. (“LESSEE”).

1. CITY hereby agrees to provide sixty (60) parking spaces in River Ramp for LESSEE. Ten (10) of the stalls shall be signed as reserved exclusively for use by LESSEE. The remaining stalls shall be available to LESSEE Monday to Friday from 7:00 AM to 6:00 PM, and available for others to use after 6:00 P.M.

2. The number of spaces rented may be adjusted up or down by LESSEE, dependent on LESSEE needs and availability of space in the ramp. LESSEE shall be responsible for notifying CITY of any changes in the number of spaces required for each upcoming month, which notification may be made verbally if confirmed in writing, or by electronic mail. If CITY does not receive notification by the first (1st) day of the month from LESSEE regarding number of parking spaces required, then the CITY will invoice for the number of parking spaces invoiced the prior month. The City of Green Bay Parking Division group rental rate structure shall be used to determine the per space rental rate.

3. CITY reserves the right to temporarily substitute parking spaces in River Ramp for parking spaces in other CITY parking facilities located within a four (4) block radius of the 115 Pine Street building in Green Bay, Wisconsin under adverse circumstances. Relocation of parking spaces could result from issues such as ramp maintenance, renovation, repair, or other circumstances that render all or part of the ramp unsafe or temporarily unusable. Whenever possible, CITY will provide ten (10) days advance written notice to LESSEE for relocation of parking spaces pursuant to this section.

4. LESSEE shall have the right to relocate some or all parking spaces to another CITY ramp upon written request to the CITY, depending on available space. If this occurs, rental rate shall be adjusted depending on the parking rates in each individual ramp at the time of the change. Total number

of spaces rented in multiple ramps will be used to calculate any applicable volume discount rate at each individual facility.

5. This agreement shall commence on September 1, 2023, and remain in effect through August 31, 2028. LESSEE shall have the allowance to extend the agreement for one (1) additional five-year term upon written notice.

6. For the period of September 1, 2023, through December 31, 2023, LESSEE shall pay to CITY the established volume parking rate for sixty (60) parking spaces of \$4,829.16 (60 spaces x \$76.29 per space plus applicable sales tax). Rental rates are subject to change annually. Notice of rate adjustment shall be given by CITY to LESSEE prior to the beginning of each year.

7. Regular payments are due on or before the first of each month. It is understood and agreed by and between the parties that time is of the essence with respect to payment of the monthly rental fee set forth above. Failure on the part of LESSEE to make payment in accordance with the terms of this agreement, with such failure continuing for more than three (3) business days after having been notified by CITY of such failure to pay, shall cause this agreement to terminate and to be null and void; and CITY may enter upon and expel LESSEE from said premises forthwith, including issuance of parking citations without permission of vehicle owner. LESSEE shall have the allowance to be invoiced for parking spaces monthly, quarterly, semi-annually or annually upon request to CITY.

8. It is understood and agreed by and between both parties that all parking spaces provided hereunder shall be used only for the purpose of parking vehicles associated with occupancy of LESSEE space and shall not be sublet to a third party.

9. LESSEE shall indemnify and hold harmless the CITY from any and all damage, loss, or liability of any kind whatsoever arising out of the use of rented space. LESSEE hereby agrees to indemnify, defend and hold harmless the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any

and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of LESSEE or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable except to the extent such liability results from the negligence of the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

LESSEE shall reimburse the City of Green Bay, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

This indemnity provision shall survive the termination or expiration of this Agreement.

10. This agreement shall remain in effect until such time as LESSEE confirms in writing their intention to CITY to terminate the agreement. Unless otherwise specified in this agreement, all notices shall be in writing and sent to:

CITY: City of Green Bay Parking System Division
100 North Jefferson Street, Room 300
Green Bay, WI 54301
gbparking@greenbaywi.gov

LESSEE: C.H. Robinson Company, Inc.
115-5 Pine Street
Green Bay, WI 54301
matt.schaub@chrobinson.com

Any notice sent by overnight delivery shall be deemed to have been received the next business day after deposit with the carrier. Any notice given by hand delivery or email shall be

deemed delivered on receipt.

11. This agreement may be assigned to another LESSEE party, LESSEE's mortgagee, or purchaser of LESSEE's property provided, however, that this provision shall not be construed to extend any rights, duties, privileges, or benefits to such assignee beyond those specifically contained herein. LESSEE shall notify CITY in writing of any assignment hereof within thirty (30) days of such assignment.

LESSEE shall be free to assign this agreement, without need for CITY's consent, to any entity wholly owned by LESSEE. Any other assignment of this agreement other than to LESSEE's mortgagee or purchaser shall require the written permission of the CITY, which permission shall not be unreasonably held.

Any assignment shall not relieve LESSEE of an outstanding obligations or duties under this agreement, including payments of rent on parking spaces prior to assignment of the agreement to others.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the last date listed below.

CITY OF GREENBAY

Dated: _____, 2023

By: _____
Eric Genrich, Mayor

By: _____
Celestine Jeffreys, City Clerk

C.H. ROBINSON COMPANY, INC

Dated: _____, 2023

By: _____
Matt Schaub, Vice-president
North American Surface Transportation



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

MEETING DATE

August 16, 2023

PREPARED BY

AGENDA ITEM # E.2

Consideration with possible action on request by HCW, LLC and Baylake Food Court Real Estate, LLC to enter into a rental agreement for fifty (50) stalls in River Ramp, in association with condominium development in the Baylake City Center Building.

BACKGROUND

River Ramp is owned by FoxConn and operated by Parking Division under agreement. FoxConn pays a nominal ramp operating fee to Parking Division. Parking Division is authorized by FoxConn to retain rental revenue to offset its operating costs. DRAFT agreement attached (PENDING).

RECOMMENDATION

Approve and effectuate parking rental agreement with HCW, LLC and Baylake Food Court Real Estate, LLC for fifty (50) spaces in River Ramp.

FISCAL IMPACT

Maintains positive revenue stream for Parking Division.

ATTACHMENTS

- I. 2023 Parking Agreement - HCW Baylake Building FINAL-UNSIGNED

PARKING RENTAL AGREEMENT
BAYLAKE CITY CENTER CONDOMINIUMS
(Units 120, 170, 210, 220, 230, 240, 250, 260 and 270)

This PARKING AGREEMENT is made this ____ day of August 2023 by and between the CITY OF GREEN BAY, WISCONSIN, a municipal corporation (“CITY”), and HCW, LLC, a Wisconsin limited liability company, and BAYLAKE FOOD COURT REAL ESTATE LLC, a Wisconsin limited liability company (collectively, “LESSEE”).

1. CITY hereby agrees to provide parking spaces in the Cherry Street Ramp for LESSEE in association with Units 120, 170, 210, 220, 230, 240, 250, 260 and 270 located at 301 North Adams Street. The number of spaces rented may be adjusted up or down by LESSEE, dependent on LESSEE needs and availability of space in the ramp. LESSEE shall be responsible for notifying CITY of the number of spaces required for the upcoming month, which notification may be made verbally if confirmed in writing, or by electronic mail. If CITY does not receive notification by the first (1st) day of the month from LESSEE regarding number of parking spaces required, then the CITY will invoice for the number of parking spaces invoiced the prior month. The City of Green Bay Parking Division group rental rate structure shall be used to determine the per space rental rate.

2. CITY reserves the right to temporarily substitute parking spaces in the Cherry Street Ramp for parking spaces in other CITY parking facilities located within a four (4) block radius of the 301 North Adams Street building in Green Bay, Wisconsin under adverse circumstances. Relocation of parking could result from issues such as ramp renovation, repair, construction, or other circumstances that render all or part of the ramp unsafe or unusable. When possible, CITY will provide ten (10) days advance written notice to LESSEE for relocation of parking spaces pursuant to this section.

3. LESSEE shall have the right to relocate some or all parking spaces to Pine Street Ramp upon written request to the CITY, depending on available space in Pine Street Ramp. If this occurs, rental rate shall be adjusted depending on the parking rate at each facility at the time of the change. Total number of spaces rented in multiple ramps will be used to calculate any applicable volume discount rate

in each individual ramp.

4. This Agreement shall commence on such date (“Commencement Date”) as set forth by written notice from LESSEE given at least thirty (30) days advance notice to CITY. The Agreement shall remain in effect from the Commencement Date until December 31, 2028, with allowance for three (3) additional five-year extensions through December 31, 2043. Agreement extensions shall be effectuated automatically, subject to the CITY and LESSEE’s ability to terminate this Agreement as set forth in Section 9 below. In the event the LESSEE does not provide notice of Commencement Date, this Agreement shall be null and void and of no further force or effect.

5. If the Commencement Date occurs before December 31, 2023, LESSEE shall pay to CITY the established volume parking rate for fifty (50) parking spaces of \$4,024.30 (50 spaces x \$76.29 per space plus applicable sales tax). If the Commencement Date occurs after December 31, 2023, LESSEE shall pay to CITY the established parking rate for the corresponding year. Rental rates are subject to change annually. Notice of rate adjustment shall be given by CITY to LESSEE prior to December 31st of each year.

6. Regular payments are due on or before the first of each month. It is understood and agreed by and between the parties that time is of the essence with respect to payment of the monthly rental fee set forth above. Failure on the part of LESSEE to make payment in accordance with the terms of this Agreement, with such failure continuing for more than three (3) business days after having been notified by CITY of such failure to pay, shall result in the immediate termination of this Agreement; and CITY may enter upon and expel LESSEE from said premises forthwith, including issuance of parking citations without permission of vehicle owner.

7. It is understood and agreed by and between both parties that all parking spaces provided hereunder shall be used only for the purpose of parking vehicles associated with occupancy of LESSEE building and shall not be sublet to a third party.

8. LESSEE shall indemnify and hold harmless the CITY from any and all damage, loss, or liability of any kind whatsoever arising out of the use of rented space. LESSEE hereby agrees to indemnify, defend and hold harmless the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of LESSEE or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable except to the extent such liability results from the negligence of the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

LESSEE shall reimburse the City of Green Bay, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

This indemnity provision shall survive the termination or expiration of this Agreement.

9. The CITY or LESSEE may terminate the Agreement by submitting a 30-day written notice to the other Party. Unless otherwise specified in this Agreement, all notices shall be in writing and sent to:

CITY: City of Green Bay Parking System Division
100 North Jefferson Street, Room 300
Green Bay, WI 54301
gbparking@greenbaywi.gov

LESSEE: HCW, LLC and Baylake Food Court Real Estate LLC
340 North Broadway, Suite 460
Green Bay, WI 54303
pbelschner@basecompaniesllc.com

Any notice sent by overnight delivery shall be deemed to have been received the next business day after deposit with the carrier. Any notice given by hand delivery or email shall be deemed delivered on receipt. The LESSEE is responsible for the payment of all fees incurred prior to termination. In the event that termination results in a partial month of occupancy, no refund or discount will be issued by CITY. This Agreement may be assigned to another LESSEE party, LESSEE's mortgagee, or purchaser of LESSEE's property provided, however, that this provision shall not be construed to extend any rights, duties, privileges, or benefits to such assignee beyond those specifically contained herein. LESSEE shall notify CITY in writing of any assignment hereof within thirty (30) days of such assignment.

LESSEE shall be free to assign this Agreement, without need for CITY's consent, to any entity wholly owned by LESSEE. Any other assignment of this Agreement other than to LESSEE's mortgagee or purchaser shall require the written permission of the CITY.

Any assignment shall not relieve LESSEE of any outstanding obligations or duties under this Agreement, including payments of rent on parking spaces prior to assignment of the Agreement to others.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the last date listed below.

SIGNATURE PAGE FOLLOWS

CITY OF GREENBAY

Dated: _____, 2023

By: _____
Eric Genrich, Mayor

By: _____
Celestine Jeffreys, City Clerk

HCW, LLC

Dated: _____, 2023

By: _____
Paul B. Belschner, Authorized Member

**BAYLAKE FOOD CURT REAL ESTATE
LLC**

Dated: _____, 2023

By: _____
Paul B. Belschner, Authorized Member



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

MEETING DATE

August 16, 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 (held over from July 26, 2023 Improvement & Services meeting).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

August 16, 2023

PREPARED BY

AGENDA ITEM # E.4

Consideration with possible action on request by Ald. Hutchison, on behalf of Mike Miksch, 426 Easy Street, to have sidewalk ordered along the south side of Sitka Street, between Robert Lane and McAuliffe Heights Trail, at all locations where sidewalk does not currently exist.

BACKGROUND

Sitka Street was reconstructed from Superior Road to Ontario Road in 2020. During the reconstruction, DPW staff consulted with Department of Community and Economic Development (DCED) staff to determine the need for sidewalks along Sitka. Staff determined that under current zoning ordinance, sidewalk would be required on one side of Sitka Street, and that service along the south side of Sitka Street would be the preferred alternative. Following past practice, sidewalks are required to be installed as property is developed.

A significant number of properties have now been developed along the south side of Sitka Street, and there are a number of lots where homes existed prior to the reconstruction of Sitka Street. Residents in the area have noticed an increase in pedestrian activity, accompanied by an increase in vehicular traffic on Sitka Street, resulting in a perceived unsafe situation placing pedestrians in proximity to the vehicles.

RECOMMENDATION

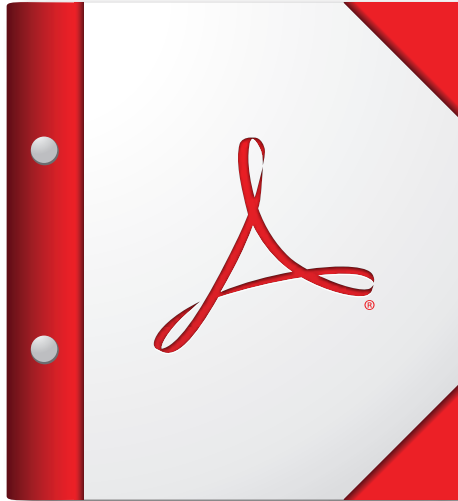
Staff recommends Common Council order any remaining sidewalks not yet installed on the south side of Sitka Street between Robert Lane and McAuliffe Heights Trail to be installed.

FISCAL IMPACT

The project is expected to result in a City expenditure of approximately \$155,000. Additionally, sidewalk will be assessed against 2 currently vacant properties. The financial impact is expected to be approximately \$41,000 to the two currently vacant properties.

ATTACHMENTS

- I. Sitka Sidewalk



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

MEETING DATE

August 16, 2023

PREPARED BY

AGENDA ITEM # E.5

Consideration with possible action on request by Ald. Mark Steuer 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 (held over from the July 26, 2023 Improvement & Services meeting).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. M review comments TIA Hinkle St Area Development.djah



Public Works Department
100 North Jefferson Street - Room 300
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Administration | Engineering | Traffic 920.448.3100
Operations 920.448.3535
Parking 920.448.3431
Fax 920.448.3102

MEMORANDUM

To: Mayor Eric Genrich
Director Steven Grenier, P.E.
Garritt Bader, GB Real Estate Investments, LLC
Michael May, P.E., PTOE, Traffic Analysis & Design, Inc.
John Bieberitz, P.E., PTOE, Traffic Analysis & Design, Inc.

From: Traffic Engineer David J.A. Hansen, P.E., PTOE

Re: Review Comments, Conclusions, and Recommendations
Traffic Impact Analysis (TIA)
Hinkle Street Area Development

Date: Wednesday, June 22, 2022

This memorandum serves as review comments to the TIA document submitted on February 10, 2022.

PREFACE

As stated during the IR review, the city did not request a TIA for this development. Rather, Mr. Bader requested it. Any results from the TIA are for informational purposes only.

TIA's are typically based on conceptual site design and roadway improvements. Over the years we have received proposed layouts for this subject site that are not buildable since they did not meet city and other professional design standards. We would like some assurance that the proposed layout will meet or exceed ordinance, code, and engineering design standards.

TIA REVIEW COMMENTS

1. Page 1, PART B, EXECUTIVE SUMMARY, B1 Study Area
 - a. The Hinkle St and S Frontage Rd intersection has three approaches (E, W, and N) and one driveway (S). Since all driveways by state statute must yield right-of-way to all public streets, and that the N approach has no control, this T-intersection is technically an EB/WB two-way stop condition, not three-way. Also referenced in other parts of the study. Modify accordingly.
2. Page 6, PART B, B7 Recommended Modifications, Mason Street & Hobart Drive, Scenarios B&C
 - a. The city approved of a driveway spacing policy that was derived from principles in the WisDOT functional area calculation. It was codified in our municipal ordinances as Sec.

44-1698 (Access distance from intersections). The city simplified the functional area calculation to the values which are shown in Table 1.

Table 1 – City of Green Bay Functional Area for Driveways

Roadway Design Speed (MPH)	Distance to Driveway Edge
15	80 feet
20	115 feet
25	155 feet
30	200 feet
35	250 feet
40	305 feet
45	360 feet
50	425 feet

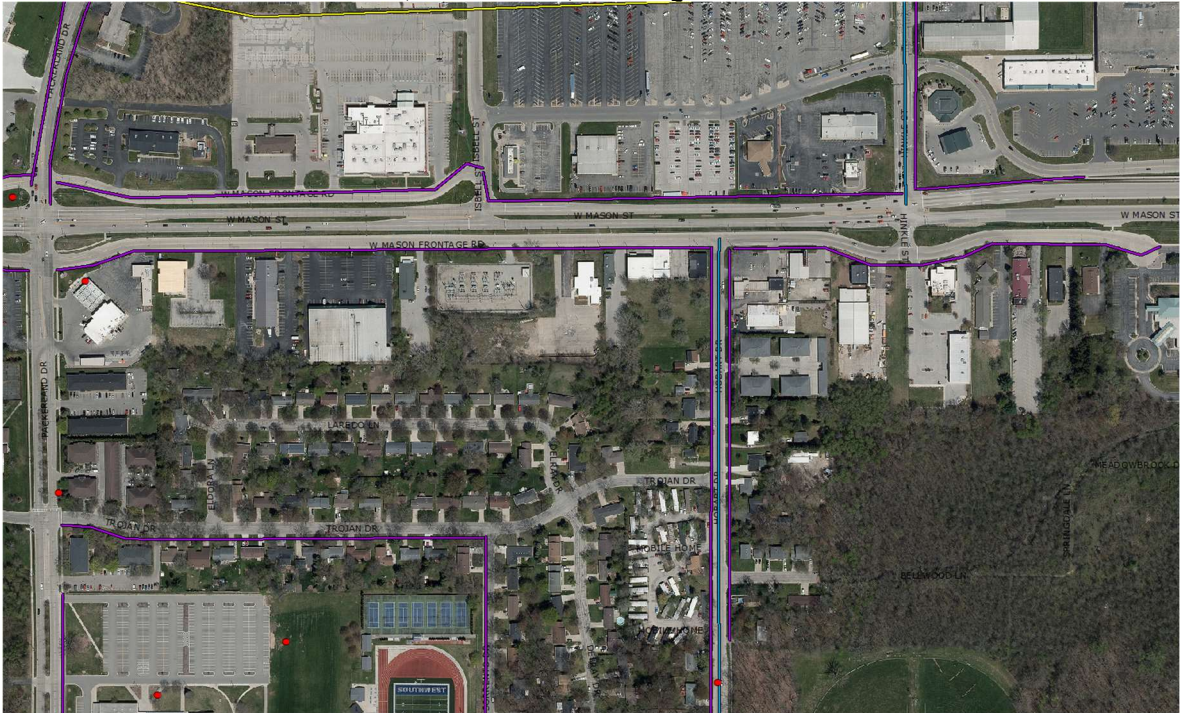
Any proposed driveways within the functional area, regardless of forecasted queue lengths, are not allowed. However, street intersections are not included in this ordinance. Rather, they are evaluated against approved corridor plans such as the Military Avenue Corridor Plan adopted in 2009. Evaluation of existing corridor plans is stipulated in the city's Smart Growth Plan 2022. If no such plan has been adopted, then staff would evaluate on a case-by-case basis. The West Mason Street corridor does not have an adopted corridor plan, so an evaluation of other agencies access management policies relative to access to principal arterials was conducted and is summarized below.

1. WisDOT – For a rural principal arterial intersecting a major collector, the recommended spacing between access points is one mile. If the intersecting street is a minor collector, the spacing is 2,000 feet.
2. VDOT – For a principal arterial with four through lanes, signalized intersections should be spaced no closer than 0.50 mile (2,640 ft) and intersections should be spaced no closer than 0.25 mile (1,320 ft).
3. Genesee Transportation Council (Rochester, New York regional) – When an arterial intersects with a collector, the recommended intersection spacing is 0.50 mile (2,640 ft) or greater.
4. Grand Junction, Colorado – For principal arterials, signalized intersections shall be spaced at one-half mile intervals. Unsignalized intersections must be T-intersections spaced at least 600 feet apart, measured centerline to centerline. Unsignalized four-legged intersections may be allowed on arterial streets; provided, that the design of the intersection precludes left turns onto and through movements across the arterial. If the overlap of left-turn storage requirements for two T-intersections exceeds 600 feet, the minimum spacing must be increased to provide adequate left-turn storage in both directions.

5. FDOT – Median opening spacing for directional access (right-in, right-out, left-in) along a principal arterial is 1,320 ft. Minimum signal spacing is 2,640 ft. Minimum driveway spacing is 660 ft when the posted speed is 45 mph or less.
 - b. Both Hobart Dr and Hinkle St are classified as collectors. If Hobart Dr was extended to W Mason St, this would result in two collectors spaced 574 feet along a principal arterial.
3. Page 11, PART A, A3 Site Plan
 - a. The NW Driveway and NE Driveway are proposed not to be connected but will have cross-access closer to W Mason St. This effectively makes it more difficult for through traffic to travel between Hobart Dr and Hinkle St, which is favorable.
4. Page 12, PART A, A3.2 Description of Analysis Scenarios, All Scenarios
 - a. Since the Realigned Frontage is proposed to carry public traffic to the east end of the existing W Mason St Frontage Road, it would need to be designed and ultimately dedicated as a public street with characteristics compliant with city ordinance, zoning code, and engineering standards including the appropriate right-of-way width. All scenarios are proposed with the Realigned Frontage. ***If the Realigned Frontage cannot be built to these standards, all proposals recommended in this study will be rejected.*** The only other way to rectify this issue would be to create the Backage Road and create access to all properties that currently are serviced via the W Mason St Frontage Road.
5. Page 12, PART A, A3.2 Description of Analysis Scenarios, Scenario A
 - a. Realigned Frontage West would need to be built to city standards as described in Item 4a.
6. Page 12, PART A, A3.2 Description of Analysis Scenarios, Scenario B
 - a. Other than to provide access to the W Mason St Frontage Road west of Hobart Dr, I'm not quite sure the need for an access point to W Mason St. I would expect eastbound frontage road motorists approaching Hobart St to make U-turns southbound to northbound to get around the median and to access eastbound W Mason St. This is not a favorable traffic condition. A frontage road cul-de-sac at Hobart St may be more appropriate while removing the right-in right-out left-in access.
7. Page 12, PART A, A3.2 Description of Analysis Scenarios, Scenario C
 - a. Adding a fourth approach to the Mason-Isbell intersection would require a westbound left turn lane regardless of forecasted levels of service. W Mason St is a principal arterial, and all turning movements require dedicated turn lanes.
 - b. I have my doubts that geometrically you can make the fourth approach work, as right-of-way would be tight given its proximity to the WPS substation just south of the intersection, and grade differences between the frontage road and W Mason St are significant. Horizontal curves likely wouldn't meet design speed requirements.
 - c. The Isbell St traffic signal would require significant upgrades, likely a full replacement due to the age of the signal system, with the proposed improvements. This cost would be the responsibility of the developer and could cost over \$200,000.
8. Page 12, PART A, A3.2 Description of Analysis Scenarios, Scenario D
 - a. Same comment as Item 6 for Scenario B.
9. Page 12, PART A, A3.2 Description of Analysis Scenarios, Scenario E
 - a. Same comments as Item 7 for Scenario C.
10. Page 14, PART D, D1 Study Area Roadways
 - a. Provide the roadway classification of each street.

11. Page 14, PART D, D2 Bicycle and Pedestrian Accommodations

- a. Provide a list of recommended bicycle and pedestrian accommodations within the study area from the city's Safe Walk & Bike Plan. Recommendations include:
 - i. W Mason St – Sidewalk, both sides (south side is on the south side of frontage road).
 - ii. Hinkle St – Bike lanes, and east side sidewalk
 - iii. Hobart Dr – Sidewalk, both sides, and signed route shared lanes.



- b.
- c. The noted bike and ped recommendations would need to be incorporated into any proposed roadway design and reconstruction since the plan was adopted by our Common Council.
- d. Although Hinkle St is not shown on the bike-ped plan south of W Mason St, any extension of the road would require bike lanes and sidewalk on both sides.

12. Exhibit 5-3A, Scenario A Build Traffic Operations & Queues with Modifications

- a. Scenario A is the alternative requested by the city. All movements are forecasted to operate at a LOS D or better with the proposed improvements (adding NB right-turn overlap phase to Mason-Hinkle and modifying roads per Exhibits 1-3A and 1-4A).

13. Exhibit 5-7, IHSDM Analysis: Predicted Crashes by Intersection

- a. Scenario B Crash Sums are only correct when comparing the three intersections of Mason-Hinkle, S Frontage Rd-Hinkle, and S Frontage Rd-Hobart because the W Mason St & Hobart Dr intersection was not included. Once that intersection is included, the updated values of Scenario B Totals are 23.159 (Fatal & Injury Crashes), 50.525 (Property Damage Only Crashes), and 73.684 (Total Crashes).
- b. Given the updated sums, Scenario B has about the same Fatal & Injury Crashes (A=23.256 vs. B=23.159) and higher Property Damage Only Crashes and Total Crashes (A=47.404 vs. B=50.525, and A=70.660 vs. B=73.684), meaning Scenario A is safer than Scenario B.

14. PART B, CONCLUSION, Paragraph 2

- a. Since Item 13 shows that Scenario B is forecasting more crashes than Scenario A, modify this paragraph to reflect the revised crash summary.

CONCLUSIONS BASED ON TIA COMMENTS AND RESEARCH

1. Scenarios B through E include a Hobart Dr connection to W Mason St, resulting in two arterial-collector intersections that would be separated by 574 feet.
2. The city does not have a W Mason St corridor plan. Therefore, I conducted an evaluation of access management policies of five transportation agencies including WisDOT. None of them allow two collector intersections spaced 574 feet apart along a principal arterial. The average acceptable spacing is 1,576 feet.
3. W Mason St is connecting highway STH 54 and is a principal arterial.
4. After correcting the summing error found in the crash summary, the total crashes and property damage only crashes in Scenario B are greater than in Scenario A.
5. Hobart Dr should not intersect with W Mason St due to the proximity of two collectors, Hobart Dr and Hinkle St, along a principal arterial, W Mason St.
6. Scenario A is the only alternative that excludes a Hobart Dr connection to W Mason St, therefore is the only plausible option to continue evaluating.
7. Scenario A results in acceptable Levels Of Service (LOS) with the report upgrade recommendations.
8. Realigned Frontage is proposed to carry public traffic to the east end of the existing W Mason St Frontage Road.
9. Realigned Frontage, if constructed, would need to be designed and ultimately dedicated as a public street with characteristics compliant with city ordinance, zoning code, and engineering standards including the appropriate right-of-way width.
10. Creating a fourth approach to Isbell St will have extraordinary engineering challenges and associated high costs.
11. The impacted roadways have recommended bicycle and pedestrian upgrades per the city's Safe Walk & Bike Plan that were excluded from TIA recommendations and should be added to be compliant with that plan.

RECOMMENDATIONS

1. Do not extend Hobart Dr to W Mason St.
2. Discard Scenarios B through E from consideration.
3. Continue exploring options with Scenario A which would include:
 - a. Designing a roadway network compliant with city ordinance, zoning code, and engineering standards including the appropriate right-of-way width.
 - b. Bicycle and pedestrian features compliant with the city's adopted Safe Walk & Bike Plan.
 - c. Dedicating Realigned Frontage and Realigned Frontage West as public streets upon meeting the criteria of Recommendation 3a.
 - d. If Realigned Frontage cannot be constructed as compliant, then the Backage Road must be constructed and dedicated with all frontage road parcels connected with access to it.
4. The city should add a northbound right-turn overlap phase to the Mason-Hinkle traffic signal as part of its upcoming signal upgrade project.
5. The city should create a W Mason St corridor plan which addresses access management and the spacing of intersections based on roadway classification and traffic control.



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

MEETING DATE

August 16, 2023

PREPARED BY

AGENDA ITEM # E.6

Consideration with possible action on request by Ald. Brunette, on behalf of residents on Country Club Road, regarding the plan to include sidewalks on the upcoming Country Club Road reconstruction project.

BACKGROUND

Country Club Road from West Mason Street to Indian Hill Road was last reconstructed in 1985. The pavement is in poor condition and is in need of reconstruction. To this end, DPW staff applied to the Brown County Plan Commission and Wisconsin Department of Transportation (WisDOT) to have this project included in the State Transportation Improvement Program for Local Projects. The project was selected for funding, and in June 2020, Common Council approved a State/Municipal Agreement (SMA) between the City and WisDOT for the reconstruction of Country Club Road.

As part of the SMA, the City agrees to follow State and Federal design criteria. Both the State of Wisconsin and Federal Highway Administration (FHWA) require the design of complete streets for local roads. Complete streets requires the installation of bicycle and pedestrian accommodations as part of the road reconstruction. Sidewalks have been included to the extent practicable along this design segment.

If the City were to offer a pavement design that did not include sidewalks, WisDOT will reject the design, rendering the project ineligible for federal funding. This would amount to the loss of more than \$4 million in federal funding to the City of Green Bay. Additionally, with the way these federal funds are distributed by WisDOT, it is highly unlikely that there are any other projects in the Brown County Metropolitan Planning Organization (MPO) boundary that could utilize the funds made available during the 2025 program cycle. These funds would be moved from Brown County to other areas of the state. It is highly unlikely that this project could be reconsidered, and a decision like this could jeopardize the City's ability to receive similar funding in the future for other projects.

RECOMMENDATION

To receive and place on file the request by Ald. Brunette, on behalf of residents on Country Club Road, regarding the plan to include sidewalks on the upcoming Country Club Road reconstruction project.

FISCAL IMPACT

ATTACHMENTS

- I. Ald. Brunette Request for Country Club Road Sidewalks

From: noreply@civicplus.com
To: [Celestine Jeffreys](#); [Eric Genrich](#); [Amaad Rivera](#)
Subject: Online Form Submittal: Alders' Petitions and Communications
Date: Tuesday, August 1, 2023 8:32:30 PM

Alders' Petitions and Communications

Name	Jesse Brunette
Committee Name	Improvement and Services Committee
Text of Communication	For discussion with possible action on the plan to include sidewalks on County Club as part of the upcoming road project.

Email not displaying correctly? [View it in your browser.](#)



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

MEETING DATE

August 16, 2023

PREPARED BY

AGENDA ITEM # E.7

Consideration with possible action on acceptance of 2023 Downtown Parking Study completed by Desman Parking Consultants (held over from the July 26, 2023 Improvement & Services meeting).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

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



DOWNTOWN PARKING STUDY

Green Bay, Wisconsin

Prepared by:

DESMAN

Chicago, Illinois
April 2023

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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

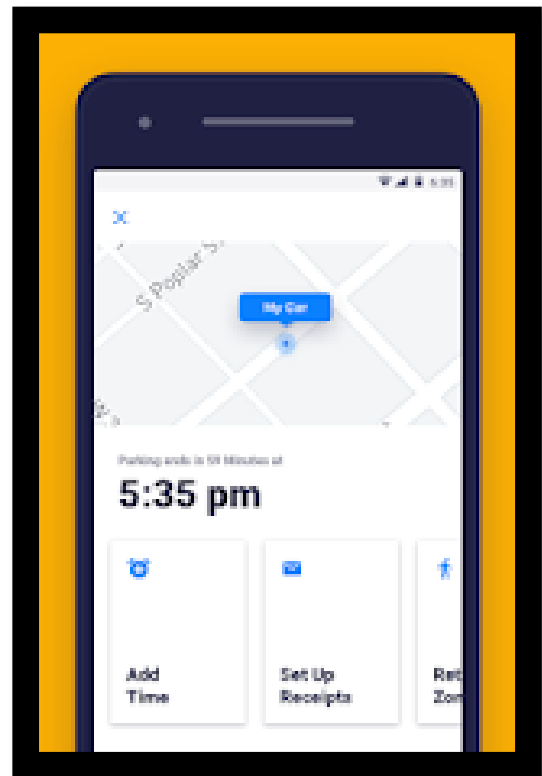
Source 4: City of Green Bay Parking Division

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>		<i>995</i>	<i>322</i>	<i>468</i>	<i>474</i>
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>		<i>3,486</i>	<i>21</i>	<i>1,085</i>	<i>1,097</i>
Off-Street Parking Total		4,481	343	1,553	1,571
Percent Occupancy				35%	35%

 Peak Occupancy

Source 6: DESMAN

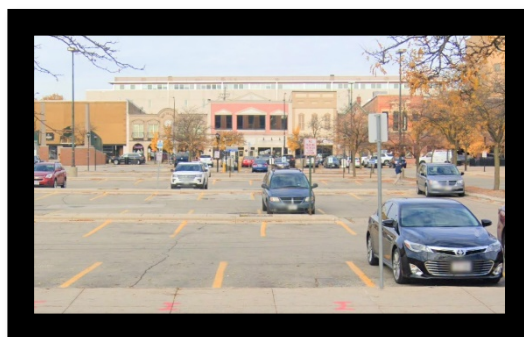
Evident in Table 4 and similar to the on-street occupancy data, the demand for off-street parking is incredibly low in comparison to the supply. The peak parking period occurred at 2:00PM when only 35% of the off-street spaces were occupied.

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.

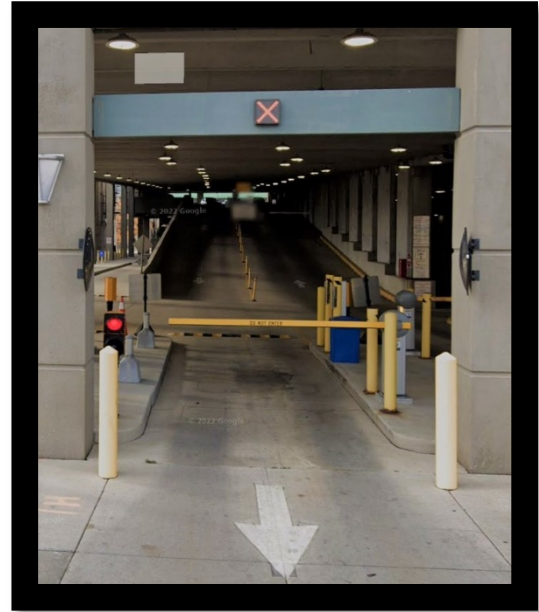
Source 10: City of Green Bay Parking Division

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.

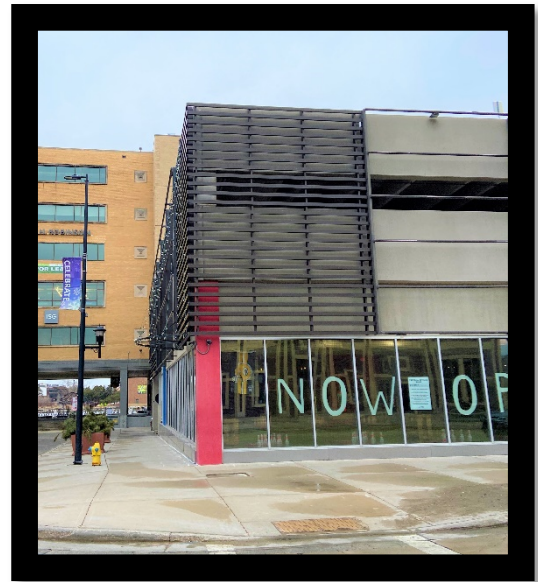
Signage and Wayfinding

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

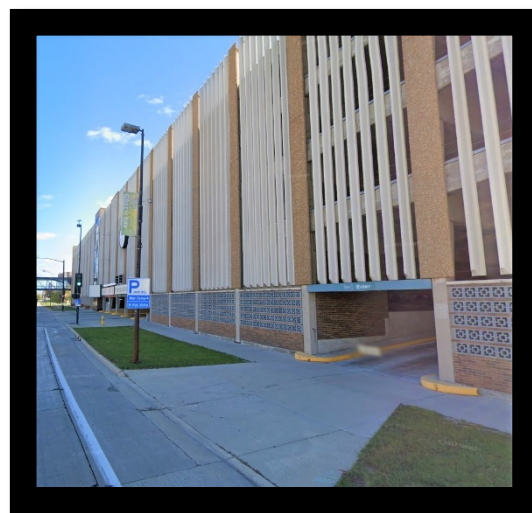
Lot BW is a 118-stall surface lot owned by Pete's Annex, LLC. The lot contains a combination of public metered spaces, employee spaces, business guest spaces, and permit spaces. An agreement between the City of Green Bay and Pete's Annex was formalized in 2018 to authorize the city to install signage 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.

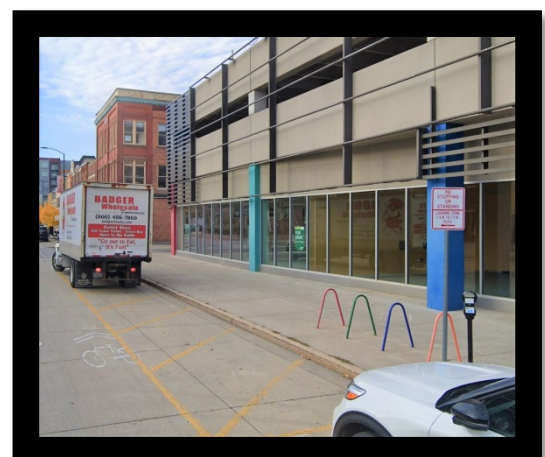
There was some mention of hybrid work and a demand for a discounted permit rate as a result of parking fewer days in the ramps. The reality of hybrid work permits is that it greatly reduces revenue when the peak-demand number of parking stalls still needs to be provided and maintained. It is unfair to 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
One Astor	100 E Mason Street	Delayed	Residential	75 Units		1.00	50%	38	0	100%	75	0
WPS Site (Concept C)	700 N Adams Street	Pending	Lot A Residential	70 Units		1.80		0	0		63	60
			Lot A Retail	6,606 SQFT		4.00		0	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	50%	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%	-	-681
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
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.

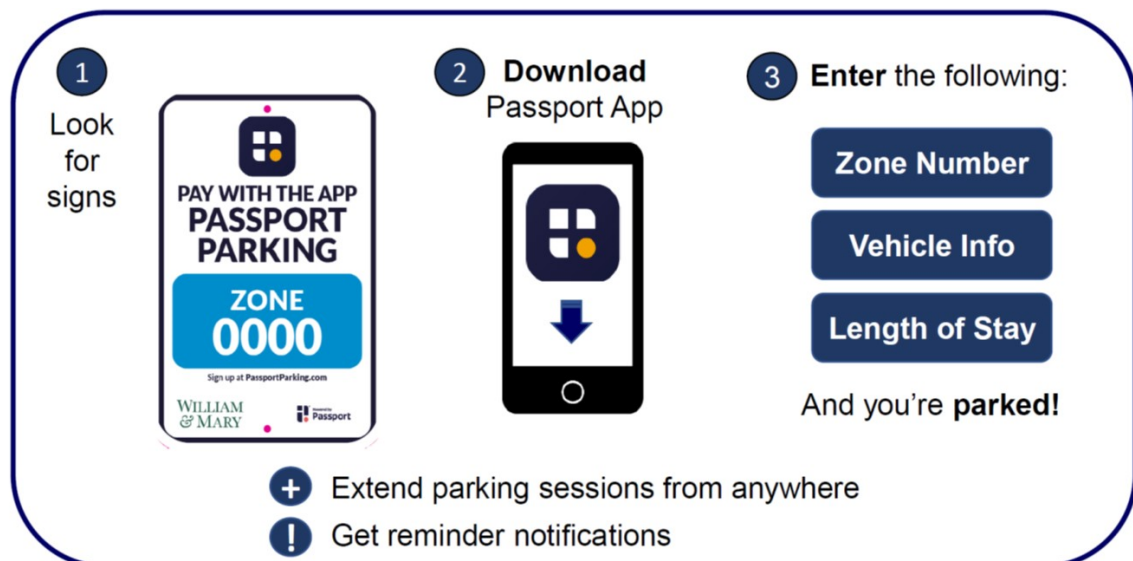
4. Expand On-Street Enforcement to Un-Metered Areas through Passport

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

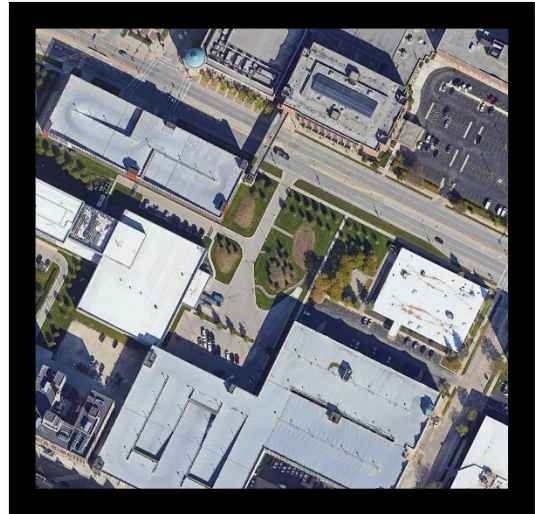
addition to the 901 existing permit holders in the Pine Street Ramp, the total number of permits totals to 1,211. This leaves 632 open spaces for transient parkers. From the data collection periods, the combined peak occupancy only ever reached 750 vehicles. This was even performed during a convention 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.

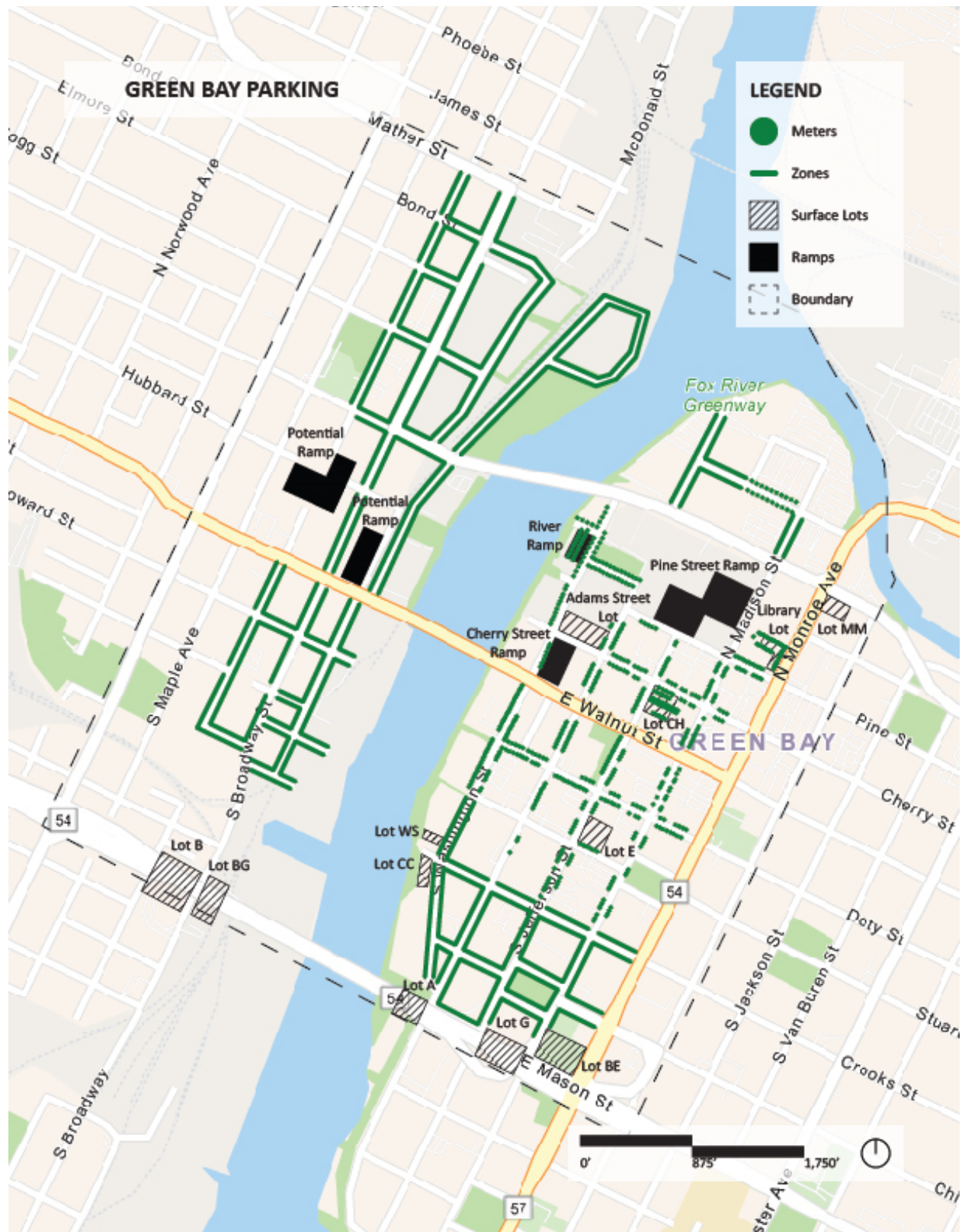
APPENDIX

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

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.



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

MEETING DATE

August 16, 2023

PREPARED BY

AGENDA ITEM # E.8

Consideration with possible action on request by Department of Public Works to enter into a Cooperative Purchasing Agreement with KONE Care in the amount of \$129,832.00 for repairs to the Police Station Elevator.

BACKGROUND

The elevator at the Police Station is out of service. As part of the preventative maintenance contract with the City, KONE that the elevators hydraulic cylinder and plunger are in need of replacement. Through Cooperative Purchasing contracts, the City procured a quote from KONE for the repair work.

RECOMMENDATION

The Department of Public Works recommends entering into contract with KONE Cares for repair of the replacement of the Police Station elevator hydraulic cylinder and plunger.

FISCAL IMPACT

Funds for this work were included in the 2023 Capital Improvements Plan.

ATTACHMENTS

- I. Police Elevator Repair Contract Document 7-31-23



Exhibit 4

**KONE Inc. Proposal to Supply Elevator, Escalator, Moving Walkway Maintenance,
Repair, Modernization and Related, Products, Services and Solutions under the U.S.
Communities Program utilizing the Terms and Conditions of the City of Kansas
City Master Contract
(Reference GENRL-EV2516 dated December 1st, 2018)**

The parties hereby agree to be bound to the Terms and Conditions of the City of Kansas City Master Contract (Reference GENRL-EV2516 dated December 1st, 2018) (“Contract”), together with those terms and conditions contained in this Exhibit 4(collectively, “Service Agreement”). In the event of conflict between terms and conditions contained in the Contract and this Exhibit 4, the terms in this Exhibit 4 shall supersede and prevail.

PROPOSED UNITS & EQUIPMENT PRICING:

Location Address	Elevators	Escalators	Other	Pricing
Green Bay Police Department 307 S. Adams Street Green Bay WI 54301 Hydraulic Cylinder and Plunger Replacement State RO # 508417 / Kone Equipment # 20309886				

**KRMS-Elevator Phone Monitoring	Y	N	X
----------------------------------	---	---	---

****Requires execution and completion on the CIS (Customer Information Sheet) before phones can be programmed to KONE.**

APPLICABLE LAW

This Agreement shall be construed and enforced in accordance with, and the validity and performance of shall be governed by, the laws of the State of WI.

Kone agrees to adding the City of Green Bays Standard Specifications and Construction Standards for Public Works Construction - 2023 Edition.

PROPOSED SCOPE OF WORK:

HYDRAULIC CYLINDER & PLUNGER REPLACEMENT

We propose to furnish and install the labor, materials, tools and supervision to perform the following work on your passenger elevator located at the Green Bay Police Department.

We will remove the existing leaking hydraulic cylinder and piston and furnish and install a new hydraulic cylinder and piston assembly.

First, we will secure the elevator cab to the top of the hoistway. We will then drain the hydraulic oil from the system and remove the complete hydraulic cylinder assembly. After removal of the complete hydraulic cylinder assembly, we will verify the plumpness of the existing hole. The new enclosed PVC will allow for an inspection port and an evacuation system, which allows for easier testing of the integrity of the cylinder and plunger system.

Once the PVC enclosed casing is installed the new hydraulic cylinder will be installed. The hydraulic cylinder is made of heavy seamless steel and fitted with a steel end cap. The end cap is a dished seamless construction and is equipped with a safety bulkhead.

Upon installation of the hydraulic cylinder, the new hydraulic plunger will be inserted. We will then fill the hydraulic system with new hydraulic oil and attach the cab to the hydraulic plunger. A full load safety test will be performed to ensure the proper operation of the elevator system.

Cleaning out of the existing hole is included in this Contract and shall be performed by a subcontractor of Kone. Redrilling the hole if needed and removal of an existing casing if needed is also included in our price.

ACCEPTANCE

Service Agreement Effective Date:

Service Agreement Number: **TBD**

The parties to this service agreement agree to the conditions contained herein:

Sign for on behalf of Participating Public Agency

(Signature)

Eric Genrich

(Print Name)

City of Green Bay Mayor

(Print Title)

Date: ____/____/____

Respectfully submitted,
KONE Inc.

(Submitted By)

(Approved By) Authorized Representative

(Title)

Date: ____/____/____

3/17/2023

CITY OF GREEN BAY
100 N. JEFFERSON ST.
GREEN BAY, WI 54301-5026

ATTN: MR. GARY MCDERMID

KONE Inc.
740 Moasis Drive, Suite J
Little Chute, WI 54140
Tel 920.289.1085
www.kone.com
paul.olson@kone.com

RE: GREEN BAY POLICE DEPARTMENT

307 S. ADAMS STREET
GREEN BAY, WI 54301
HYDRAULIC CYLINDER & PLUNGER REPLACEMENT
STATE RO# 508417/ KONE EQUIPMENT # 20309886

HYDRAULIC CYLINDER & PLUNGER REPLACEMENT

We propose to furnish and install the labor, materials, tools and supervision to perform the following work on your passenger elevator located at the Green Bay Police Department.

We will remove the existing leaking hydraulic cylinder and piston and furnish and install a new hydraulic cylinder and piston assembly.

First, we will secure the elevator cab to the top of the hoistway. We will then drain the hydraulic oil from the system and remove the complete hydraulic cylinder assembly. After removal of the complete hydraulic cylinder assembly, we will verify the plumpness of the existing hole. The new enclosed PVC will allow for an inspection port and an evacuation system, which allows for easier testing of the integrity of the cylinder and plunger system.

Once the PVC enclosed casing is installed the new hydraulic cylinder will be installed. The hydraulic cylinder is made of heavy seamless steel and fitted with a steel end cap. The end cap is a dished seamless construction and is equipped with a safety bulkhead.

Upon installation of the hydraulic cylinder, the new hydraulic plunger will be inserted. We will then fill the hydraulic system with new hydraulic oil and attach the cab to the hydraulic plunger. A full load safety test will be performed to ensure the proper operation of the elevator system.

Cleaning out of the existing hole is included in this Contract and shall be performed by a subcontractor of Kone. Redrilling the hole if needed and removal of an existing casing if needed is also included in our price.

Should drilling or removal of an existing casing NOT BE REQUIRED, the following deducts will be applied to our price:

- **Deduct \$8,627 should there not be a casing in need of removal**
- **Deduct \$38,468 should redrilling the existing hole not be required**

CLARIFICATIONS

We can assume no responsibility for unusual conditions such as hole cave in and complete hydraulic cylinder assembly embedded in concrete. The excavation of the hole (if needed) to accommodate the hydraulic cylinder assembly is based on encountering soil free of rocks, boulders, building construction members, sand, water, quicksand, underground caves and/or any other obstructions or unusual conditions. Should such obstructions or unusual conditions be encountered, we will proceed on this portion of the repair on a time and material basis, billing you at our contracted rates. This is unlikely but should be mentioned.

Purchaser is responsible to provide power required for the duration of the project. Purchaser will provide full, unrestricted access to the work area for the contractor's workers and their agents at all times during the agreed upon working hours for the duration of the project. Purchaser will provide all necessary permits for welding, gas, burning and cutting in the elevator hoistway. Purchaser is responsible for deactivation and reactivation of fire, smoke and/or combustion sensors in the work area that may be activated by the effects of the operation required to complete this work.

Customer to provide metal walk-in dumpster for disposal of drilling spoils to be disposed of by our subcontractor Stache Drilling.

OVERTIME

Overtime is not figured into our proposal. Any requests for certain phases of the project being completed on overtime shall be an add-on to this Contract.

PRICE

Our total price to perform the above-mentioned work amounts to: \$129,832 plus applicable taxes. Our price includes applicable labor, material and permit fees. This proposal is not binding on KONE until approved by an authorized KONE representative. Pricing is subject to KONE's attached Terms and Conditions for tendered repairs and, by signing below, Purchaser hereby agrees to these Terms and Conditions. Price is valid for 30 days from the date of this proposal.

DOWN PAYMENT

The above quoted price is based on a twenty five percent (25%) down payment, due within 4 weeks of purchase order date.

PROJECT DURATION

Lead time on material is currently 4-6 weeks from date of approved drawings, which should be ready within 1 week after PO is received. This elevator will be down for an additional 15 working days (approximately) once material is onsite.

ACCEPTANCE: The foregoing Agreement is hereby signed and accepted in duplicate on behalf of CITY OF GREEN BAY

(Signature)

(Print Name)

(Print Title)

Date: ____ / ____ / ____

Respectfully submitted by,
KONE Inc.

Paul D. Olson

Paul D. Olson, Sales Executive

(Approved By) Authorized Representative

Title

Date: ____ / ____ / ____

TERMS AND CONDITIONS

This proposal is subject to the following terms and conditions, all of which are hereby agreed to:

KONE shall submit invoices for the value of material delivered and/or labor performed, less the down payment paid at the time of proposal acceptance. A final invoice shall be issued by KONE upon completion of the work and shall include all balances due. Purchaser agrees to pay the amount of any tax imposed by any existing law, or by any law enacted after the date of this Agreement, based upon the transfer, use, ownership or possession of the equipment involved in the services rendered herein. KONE reserves the right to discontinue our work at anytime until we have assurance, satisfactory to us, that payments will be made as agreed. Final payment shall become due and payable upon completion of the work described in this Agreement. Failure to pay any sum due to KONE within thirty (30) days of the invoice will be a material breach. A delinquent payment charge calculated at the rate of 1½ % per month, or if such rate is usurious then at the maximum rate under applicable law, shall be applied to the delinquent payments. In the event of default on the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, all attorney fees, collection cost or court costs in connection therewith. The machinery, implements and apparatus furnished hereunder remain KONE's personal property and KONE retains title thereto until final payment is made, with right to retake possession of the same at the cost of the Purchaser if default is made in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage or lease of the premises.

The states requiring notice prior to filing a lien, this notice requirement is hereby complied with.

KONE shall not be liable for damage or delay caused directly or indirectly by accidents, embargoes, strikes, lockouts, work interruption or other labor dispute, fire, theft, floods, or any cause beyond KONE's control. Regardless of the type of delay, KONE shall not be liable for any indirect, consequential, or special damages including but not limited to fines, penalties, loss of profits, goodwill, business or loss of use of equipment or property.

Purchaser agrees to provide safe access to the equipment and machine room areas. Should conditions develop beyond KONE's control, making the building or premises in which KONE's personnel are working unsafe, KONE reserves the right to discontinue work until such unsafe conditions are corrected. Should damage occur to KONE's material or work on the premises, by fire, theft or otherwise, Purchaser shall compensate us therefore.

Notwithstanding anything contained to the contrary within this proposal, KONE's work shall not include any abatement or disturbance of asbestos containing material (ACM), presumed asbestos containing materials (PACM) or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be the Customer's sole responsibility and expense.

KONE undertakes to perform this work in conformity with the usual applied codes and standards, however, no guarantee can be made that all code violations or defects have been found. This work is not intended as a guarantee against failure or malfunction of equipment at any future time.

It is agreed and understood that KONE is not responsible for damages, either to the vertical transportation equipment or to the building, or for any personal injury or death, arising from or resulting from any code required safety tests performed on this equipment.

Nothing in this agreement shall be construed to mean that KONE assumes any liability of any nature whatsoever arising out of, relating to or in any way connected with the use or operation of the equipment described above. Purchaser shall be solely responsible for the use, repair and maintenance of the equipment and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

Neither KONE nor its affiliates, subsidiaries or divisions shall be responsible or liable for any damages, claims, suits, expenses and payments on account of or resulting from any injury, death or damage to property arising or resulting from the misuse, abuse or neglect of the equipment herein named or any other device covered by this contract.

Purchaser shall at all times and at Purchaser's own cost, maintain a commercial general liability policy covering bodily injury and property damage with the limits of liability Purchasers customarily carry (naming KONE as additional insured) arising out of the services provided under this Authorization and/or the ownership, maintenance, use or operation of the equipment described herein.

It is agreed and understood that Purchaser is solely responsible for ongoing maintenance and care of the equipment described above. IT IS EXPRESSLY UNDERSTOOD, IN CONSIDERATION OF OUR PERFORMANCE OF THIS WORK THAT PURCHASER ASSUMES ALL LIABILITY FOR THE USE, MAINTENANCE OR OPERATION OF THE EQUIPMENT DESCRIBED ABOVE AND FOR ANY INJURY, INCLUDING DEATH, TO ANY PERSON OR PERSONS AND FOR DAMAGE TO PROPERTY OR LOSS OF USE THEREOF, ON ACCOUNT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK TO BE DONE HEREIN, AND AGREES TO THE EXTENT PERMITTED BY LAW TO DEFEND, INDEMNIFY AND HOLD HARMLESS KONE, ITS OFFICERS, DIRECTORS AND EMPLOYEES FROM ALL DAMAGES, CLAIMS, SUITS, EXPENSES AND PAYMENTS ON ACCOUNT OF OR RESULTING FROM ANY SUCH INJURY, DEATH OR DAMAGE TO PROPERTY, EXCEPT THAT RESULTING FROM THE SOLE NEGLIGENCE OF KONE INC. Purchaser hereby waives any and all rights of recovery, arising as a matter of law or otherwise, which Purchaser might now or hereafter have against KONE Inc.

KONE warrants the materials and workmanship of the equipment for 90 days after completion. Purchaser's remedy is limited to repair or replacement of a defective part, in KONE's sole discretion. The warranty is limited to the replacement or repair of the part itself, and excludes labor. In no event shall KONE be responsible for damage due to normal wear and tear, vandalism, abuse, misuse, neglect, work or repairs or modifications by others, or any other cause beyond the control of KONE. KONE disclaims any other warranty of any kind, either expressed or implied, including without limitation the implied warranties of merchantability or fitness for a particular purpose, or noninfringement.

Unless otherwise agreed, it is understood that the work shall be performed during regular working hours of regular working days of the elevator trade. If overtime work is mutually agreed upon and performed, the additional price, at KONE's usual rates for such work, shall be added to the contract price herein named.

It is expressly understood and agreed all prior agreements written or verbal regarding the subject matter herein are void and the acceptance of this Agreement shall constitute the contract for the material and work specified in this Agreement. Any changes to this Agreement must be made in writing and signed by both parties.

The terms and conditions set forth herein shall constitute the complete agreement for any work performed, AND shall prevail over and supersede any terms and conditions contained in any documents provided by the Purchaser.

The Purchaser does hereby agree the exclusive venue for any dispute between the parties shall be in the county of **Rock Island, IL.**

SECTION 104

SCOPE OF WORK

104.1 Intent of Contract Documents

The intent of the Contract Documents is to provide for the construction, execution, and completion in every detail of a complete work or improvement which the Contractor undertakes to perform in full compliance with the Contract Documents and in accordance with recognized engineering and construction principles. The Contractor shall perform all items of work covered and stipulated in the proposal and all other altered or extra work in accordance with the lines, grades, typical sections, and dimensions furnished and shall furnish, unless otherwise provided, all materials, tools, equipment, supplies, transportation, and labor necessary for the production and completion of the work in the most expeditious and workmanlike manner. If the Contractor does not fully understand the plans and specifications or the intent concerning any part of the work, the Contractor shall make the necessary inquiries of the Engineer before bidding. Such interpretation shall be given in writing as an addendum and shall be furnished to all contractors.

The Contract Documents are complimentary, and what is called for by any one shall be as binding as if called for by all. Materials or work described in words, which so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standards.

104.2 Lands for Work

The City shall provide the lands upon which the work under this Contract is to be performed except that the Contractor shall provide land required for the erection of temporary construction facilities and storage of material, together with right of access to same. The Contractor shall provide a copy of all land use and access agreements to the Engineer.

Whenever the work is to be performed through private property for which the City has obtained a license or agreement, the Contractor shall abide fully with the terms of the license or the easement and shall confine work to the area covered under the license or agreement. A copy of the license or agreement will be on file in the office of the Department of Public Works – Engineering Division.

104.3 Interference with Utilities

The Contractor shall meet the requirements of Wisconsin Statute 66.0831. Whenever any mains, conduits, or services are encountered in the line and grade of the work, which, in the opinion of the Engineer, require relocation or removal, they will be relocated or removed by the owner of said utilities.

Every effort has been made by the City to show underground utilities on the plan; this shall not relieve in any degree the Contractor's responsibility or obligation with regard to utilities not shown on plans. It is the responsibility of the Contractor to acquaint themselves with the location of all underground structures furnished, shown on the plans, or given on the project site. No extra compensation will be paid for unavoidable delays caused by the interference of existing underground structures.

For City owned Park property, Contractor to coordinate with the City of Green Bay Park Superintendent, 920-448-3365, for assistance in locating private utilities. The contractor shall give three (3) working days' notice to allow scheduling, unless otherwise stated in contract documents.

104.4 Items Not Listed in “Estimate of Quantities”

Sundry items which are incidental to or required in the construction of the work but are not included as items in the estimate of quantities shall be considered an integral part of the Contract and labor, materials, etc. required for such items shall be furnished by the Contractor and the cost of same included in the unit prices bid.

104.5 Omissions, Discrepancies, and Corrections

It is the intent of the Contract Documents that all work performed under the Contract shall be in accordance with best construction practices. The Contractor shall carefully check the plans both before commencing work and throughout the progress of the work. The Contractor shall immediately call the Engineer's attention to any errors, omissions or discrepancies that they may discover in the plans before proceeding with the work affected. The Contractor shall take no advantage of any error or omissions in the Contract Documents. The City reserves the right to make such corrections and interpretations as may be deemed necessary for the fulfillment of the true intent of the Contract Documents.

104.6 Modifications

The Contractor shall modify the work whenever so ordered by the Engineer and such modifications shall not affect the validity of the Contract. Modifications may involve increases or decreases in the amount of the work for which appropriate contract price adjustments will be made.

Except for minor changes which involve no contract price adjustment and with the exception of adjustments of estimated quantities for unit price work or materials to conform to actual pay quantities, all modifications shall be made under the authority of duly executed Change Orders.

The City reserves the right to omit any items in the proposal from the work and shall not be liable for any damage due to the loss of earnings for said omission and it shall not be a waiver of any conditions of the Contract Documents.

104.7 Authority for Modified Work

No modification in the work under the Contract shall be made without a written order from the Engineer. No verbal suggestion or order of any employee of the Department of Public Works or any other person shall be construed as authorizing any claims on the part of the Contractor for extra compensation for labor, materials, or other items pertaining to such work or for damages or any other expense because of the Contractor's compliance therewith.

Verbal orders and suggestions as to the performance of the work may be given from time to time by employee of the Department of Public Works but when, in the opinion of the Contractor, such orders or suggestions involve extra work for which should receive added compensation, the Contractor must request a written order from the Engineer authorizing such work. In the event of

any disagreement as to the amount of work involved under any authorized order for extra work, it is hereby agreed by all parties hereto that the decision of the Engineer shall be binding and conclusive.

104.8 Increased or Decreased Quantities

It is agreed and understood that the quantities of any items of work, shown on the plans or in the proposal, are subject to increase or decrease during the progress of the work. The Engineer reserves the right to increase or decrease the quantities of any items of work, including increase or decrease of quantities by alteration of plans, as may be considered necessary or desirable during the progress of the work to satisfactorily complete the construction. Such increases or decreases shall not be considered as a waiver of any conditions of the contract nor invalidate any of the provisions thereof.

104.9 Extra Work

If a modification increases the amount of the work, and the added work or any part thereof is of a type and character which can properly and fairly be classified under one or more unit price items of the Proposal, then the added work or part thereof shall be paid for according to the amount actually done and at the applicable unit price. Otherwise, such work shall be paid for as hereinafter provided.

Claims for extra work will not be paid unless the Engineer authorizes the work covered by such claims in writing. The Contractor shall not have the right to prosecute or maintain either an arbitration proceeding or an action in court to recover for extra work unless the claim is based upon a written order from the Engineer. Payments for extra work will be based on agreed lump sums or on agreed unit prices whenever the Engineer and Contractor agree upon such prices before the extra work is started; otherwise payments for extra work will be based on actual field cost plus the specified percentage allowance.

For the purpose of determining whether proposed extra work will be authorized, or for determining the payment method of extra work, the Contractor shall submit to the Engineer, upon request, a detailed cost estimate for proposed extra work. The estimate shall show itemized quantities and charges for all elements of direct cost. Charges for the Contractor's and Subcontractor's extra profit, extra general superintendence, extra field office expense, and extra overheads shall be shown as a percentage addition to the total estimated net cost. Unless otherwise agreed upon by the Contractor and Engineer, the total of such percentage additions shall be fifteen (15) percent for the extra work by either the Contractor and/or Subcontractor.

When payment for extra work is based on actual field cost, the Contractor will be paid the actual field cost plus an allowance of fifteen (15) percent if the Contractor or Subcontractor performs the extra work. The allowance will be paid as full compensation for the Contractor's and Subcontractor's extra profit, extra general superintendence, extra field office expense, extra overheads, and all other elements of extra cost not defined herein as actual field cost.

The actual field cost shall include only those extra costs for labor and material expended in direct performance of the extra work and may include:

- A. The actual payroll cost of all workmen such as laborers, mechanics, craftsmen, and foremen.
- B. The Contractor's and/or Subcontractor's net cost for materials and supplies.
- C. The rental charge for vehicles and construction equipment.
- D. The transportation charges for equipment.
- E. The charges for extra power, fuel, lubricants, water, and special services.
- F. The charges for extra payroll taxes, bond premiums, and insurance premiums.

The form in which actual field costs records are kept, the construction methods, and the type and quantity of equipment used shall be acceptable to the Engineer.

Construction equipment which the Contractor has on the job site and which is of a type and size suitable for use in performing the extra work shall be used. The hourly rental charges for equipment shall apply to only the actual time the equipment is used in performing the extra work.

When extra work requires the use of equipment that the Contractor does not have on the job site, the Contractor shall obtain the concurrence of the Engineer before renting or otherwise acquiring additional equipment.

104.10 Time Limit for Filing Claims for Extra Work

Claims for extra work shall be filed at such intervals as directed by the Engineer or as designated in the Contract Documents, but in all cases not later than seven (7) days after the date of completion of the specified extra work.

104.11 Removals

The Contractor shall remove existing structures or part thereof when specified in the Contract and such removal shall be incidental to other bid items unless a separate bid is taken for the removal of such structures. The removal of such structures or parts thereof, when not specified in the Contract but subsequently required, shall be paid for as Extra Work.

Any material or equipment removed from the Project (excluding rubbish) shall be the property of the City and disposition shall be as directed by the City or stockpiled at locations designated by the City.

The Contractor, when authorized by the Engineer, may use salvaged material suitable for reuse in the new work. In case any old material is reused in the work, an amount equal to the cost of a like quantity of new material of same kind will be deducted from the contract price.

104.12 Cleaning of Work Site

The Contractor shall at all times keep the Project Area, including streets, alley, and all private or public property involved in or adjacent to the work free from any rubbish, surplus, or waste materials that have been deposited by employees or subcontractors or which have accumulated as a result of the work.

The Contractor shall not allow vehicle tires to track earth, gravel, or other materials onto streets. Access to the Project Site may be prohibited if and when necessary to accomplish that purpose. The Contractor shall load vehicles in such a manner as to avoid any spillage of earth or other materials onto streets while hauling them from or to the Project Area.

Concrete trucks or any other equipment shall not be flushed out onto public streets, walks, gutters, or storm drains.

Should the Contractor fail to comply with this requirement after twenty-four (24) hours written notice of non-compliance, and then the City may have said streets cleaned. The City will have this work accomplished by the most expeditious means available at the time it is required and not necessarily by the least expensive means when time is of the essence. Cost of any such required cleaning shall be summarized by the City and deducted from the payment due the Contractor.

104.13 Final Clean Up

Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the Project Area all surplus and discarded materials, rubbish and temporary structures and leave the Project Area in a neat presentable condition. The Contractor shall restore, at own cost and expense, all work completed under other previous contracts which has been damaged by the Contractor's operations, in general conformity with the specifications for the item or items involved. Final clean up shall be considered subsidiary and incidental to the other items of the Contract, and no separate or additional compensation will be made therefore. Workdays shall be charged against the Contractor until all cleanup is complete and to the satisfaction of the Engineer.

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SECTION 105 CONTROL OF WORK

105.1 Authority of Engineer

All work shall be completed under the supervision and satisfaction of the Engineer. The Engineer shall decide all questions that arise as to the quality and acceptability of materials furnished, work performed, manner of performance, rate of progress of the work, interpretation of the plans and specifications, acceptable fulfillments of the Contract, compensation, and dispute and mutual rights between Contractors under the specifications.

The Engineer shall determine the amount and quantity of work performed, materials furnished, and estimate shall be final. The Engineer estimate in such event shall be a condition precedent to the right of the Contractor to receive money due under the Contract.

The Engineer may determine the place of commencement, the sequence of operations, and the prosecution of the work as deemed fit to best serve the needs and convenience of the public and for the proper and timely completion of the Contract.

The Engineer reserves the right to regulate the time of usage or to prohibit the use of any kind of tools, equipment, and plant which may cause objectionable smoke, noises, odors, or damage to property.

The Engineer shall have executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly, and in case of failure on the part of the Contractor to execute work ordered by the Engineer, the Engineer may, at the expiration of a period of forty-eight (48) hours after giving notice in writing to the Contractor, proceed to execute such work as may be deemed necessary and the cost thereof shall be deducted from compensation due or which may become due the Contractor under the Contract.

105.2 Review of Engineer's Decision

All decisions of the Engineer shall, when so requested, be rendered in writing. They shall be final and conclusive in all matters unless within ten (10) days after such decision the Contractor applies in writing to the Improvement and Service Committee for a review of such decision.

When an application for review of the Engineer's decision is presented, said Committee shall, within ten (10) days thereafter, give opportunity for the Contractor to appear before it and the Engineer, and present evidence bearing upon such decision, and any claims for a modification or reversal thereof.

Said Committee shall render its decision within ten (10) days after such appearance and its decision shall be final unless the Contractor shall, within ten (10) days after receiving the decision, give notice in writing of intention to file suit in court for the final determination of the matter.

105.3 Authority and Duties of Inspector

Inspectors assigned by the Engineer shall be authorized to inspect all work done and material furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. The Inspector is not authorized to revoke, alter, or waive any requirements of the specifications, nor is authorized to approve or accept any portion of the completed project. The Inspector shall call to the attention of the Contractor any failure of the work or materials to conform to the specifications and Contract and shall have the authority to reject materials or suspend work until any questions at issue can be referred to and decided by the Engineer. Any dispute between the Inspector and Contractor shall be referred to by the Engineer.

If the Contractor fails to suspend operations when ordered to do so in writing, the work done after such order is issued may be rejected without payment therefore, as determined by the Engineer.

The Inspector shall in no case act as a supervisor or perform other duties for the Contractor, nor interfere with the management of the work done by the Contractor. Any advice which the Inspector may give the Contractor shall in no way be construed as binding the Engineer or City in any way or releasing the Contractor from fulfilling any of the terms of the Contract.

The presence or absence of an Inspector shall not relieve in any degree the responsibility or obligation of the Contractor to perform the work in accordance with the Contract Documents.

105.4 Authority of Green Bay Water Utility

The Green Bay Water Commission and its supporting staff shall be the corresponding authority for the supervision of the actual construction work on Water Utility construction projects pursuant to Subsection 66.0805(4) (a), Wisconsin Statutes and Subsection 9.15(1) (b), Green Bay Municipal Code of Ordinances, Chapter 42-1.

105.5 Conformity with Plans and Specifications

All work performed and all materials furnished shall be in conformity with the lines, grades, cross sections, dimensions, and material requirements shown on the plans or indicated in the specifications. It shall be finished to produce quality work and appearance within the limits of precision expected of good construction.

The lines, grade, typical sections, and dimensions shown on the plans are subject to adjustment by the Engineer during construction, but any deviation of a character not contemplated or provided for in the plans or specifications that may be required to successfully complete the project will be determined by the Engineer and authorized by them in writing.

In the event the Engineer finds the materials or the finished product in which the materials are used not within reasonably close conformity with the plans and specifications through no willful neglect or omission by the Contractor but that reasonably acceptable work has been produced, the Engineer shall then make a determination if the work shall be accepted and remain in place. In this event, the Engineer will document the basis of acceptance by contract modification, which may provide for appropriate adjustment in the contract price for which such work or materials as the Engineer

deems necessary to conform to determination based on engineering judgment.

In the event the Engineer finds the materials, or the finished product in which the materials are used or the work performed, are not in reasonably close conformity with the plans and specifications and have resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor. The expense includes total and complete restoration of any disturbed surface to original or better than original condition, which existed before the repairs or replacement, regardless of improvements on lands where the repairs or replacement is required.

105.6 Coordination of Contract Documents

The following component parts and all supplemental documents are essential parts of the Contract and the requirements occurring in one are as binding as though occurring in all.

- A. Addenda
- B. Notice to Contractors
- C. Instructions to Bidders
- D. Special Provisions
- E. Proposal
- F. Plans
- G. Contract
- H. City of Green Bay Standard Specifications and Construction Standards for Public Works Construction
- I. Wisconsin Department of Transportation Standard Specifications for Highway and Structure Construction
- J. Performance Bond

In the event that any provision in any of the above component parts conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern any other component part which follows it numerically, except as may be otherwise specifically stated. Calculated dimensions will govern over scaled dimension, unless obviously incorrect.

WisDOT Specifications, excepting Part 1, General Requirements and Covenants, are incorporated into and made a part of the Standard Specification. Where any provisions in the WisDOT Specifications conflicts with any provision in the Standard Specifications, the Standard Specifications shall govern. The Contractor shall take no advantage of any apparent error or omission in the plans or specifications, and the Engineer shall be permitted to make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the plans and specifications.

105.7 Cooperation by Contractors

The Contractor shall give the work the constant attention necessary to facilitate the progress thereof, and shall cooperate with the Engineer, inspectors, and with other contractors and/or utilities on or near the work in every way possible.

The City reserves the right at any time to contract for and perform other or additional work on or near the work covered by any Contract. The Contractor shall arrange and conduct work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors and to join work to that of others in a proper manner, and in accordance with the spirit of the plans and specifications, and to perform work in proper sequence in relation to that of other work, all as may be directed by the Engineer.

The Contractor shall be held responsible for any damage done by employees or subcontractors under their contract to the work performed by another contractor. Each Contractor shall conduct operations and maintain the work in such condition that adequate drainage shall be in effect at all times.

In case of a dispute arising between two or more Contractors engaged on the same improvement or in different improvements as to the respective rights of each under the specifications, the Engineer shall be the referee and their decision shall be final and binding on all parties concerned and shall not be cause for any extra compensation to any of the parties involved.

105.8 Emergency Contacts

The Contractor shall supply the Engineer with a list of responsible people who can be reached 24 hours a day, 7 days a week in case of emergency.

105.9 Setting Lines and Grade

Unless otherwise specified in the Contract, the alignment and grade of the work shall be staked by the Engineer or their authorized representative and shall not be changed without approval.

The Engineer will furnish and set the construction survey stakes or reference points and benchmarks necessary to establish the location, alignment, and elevation for the project and such stakes will bear instructive markings or be accompanied by necessary detailed instructions. These stakes and marks shall constitute the field control by and in accordance with which the Contractor shall govern and execute the work. The Contractor shall furnish such other facilities and labor as may be required in establishing such other points and lines necessary to the prosecutions of the work. The Contractor shall furnish additional stakes and other materials necessary for maintaining the points and lines given. The Contractor shall be responsible for the preservation of all stakes and marks. If any of the survey stakes or marks have carelessly or willfully been destroyed or disturbed by the Contractor, the cost to the City of replacing them may be charged against the Contractor and be deducted from the payment of the work.

The Contractor shall provide reasonable and necessary opportunities and facilities for setting points and making measurements. The Contractor shall make timely demands upon the Engineer for such points and instructions as may be necessary as the work progresses. The Contractor shall not proceed until the Engineer has had the opportunity to furnish such points and instructions. The work shall be completed in strict conformity with such points and instructions.

Work performed without lines and grade being given, or work performed beyond the lines and grade shown on the plans or as given, will be considered as unauthorized and may not be measured or paid for by the City. Work so done may be ordered removed or replaced at the Contractor's expense.

105.10 Inspection of Work

All materials and each part or detail of the work shall be subject at all times to inspection by the Engineer or their authorized representatives. Such inspection may include mill, plant, field or shop inspection. The Engineer or their representatives shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

The Engineer reserves the right to inspect any and all sewers by the use of closed circuit internal televising (CCTV) system and to use the data and information obtained in the final determination as to the acceptability of the sewer.

If the Specifications, the Engineer's instruction, laws, Ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Engineer timely notice of its readiness for such inspection. If any work should be covered up without approval or consent of the Engineer, it shall, if required by the Engineer, be uncovered for examination at the Contractor's expense.

Any failure to reject work at the time of its construction shall not be construed as an acceptance of defective work. If any doubt exists as to the character of the work, the Contractor shall, if the Engineer requests remove or uncover such portion of the finished work as the Engineer may direct before the final acceptance of the same. After the examination, the Contractor shall restore said portion of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the expenses of uncovering or removing and replacing of the parts removed shall be paid for as Extra Work. Should the work so exposed or examined prove unacceptable, the expenses of uncovering or removing and the replacing of the same in accordance with the specifications shall be borne by the Contractor.

105.11 Removal of Defective Materials and Workmanship

All materials furnished and work performed will be inspected by the Engineer, and if not in accordance with the Specifications, they will be rejected and shall immediately be removed from the premises, and other materials furnished and work performed in accordance herewithin. If the Contractor refuses to remove the work and materials when ordered, the Engineer shall have the right and authority to stop the Contractor at their work at once and the Engineer shall cause the faulty work and materials to be removed and corrected at the cost and expense of the Contractor. Such expense shall be deducted from the monies then due or to become due to the Contract. If, however, the Engineer shall fail or neglect to correct any faulty or defective material or work as outlined above, the Contractor shall not be relieved of correcting said material or work and the right of final acceptance or condemnation of the work shall not be waived in any manner by reason of said failure or neglect on the part of the Engineer.

105.12 Order of Completion

The Contractor shall complete any portion of the work in such order of time as has been stated in the Contract, or in such order as the Engineer may declare necessary by reason of an emergency.

105.13 Use of Completed Portions

The City shall have the right to take possession of and use any completed or partially completed portion of the work, notwithstanding the time of completing the entire work or such portions, may not have expired. If such prior use increases the cost of, or delays the work, the Contractor shall be entitled to such compensation, or extension of time, or both as the Engineer may determine.

105.14 Final Inspection

When the Contractor considers the entire work completed, the Contractor shall notify the Engineer, in writing, that the work is complete and request the Engineer conduct an inspection of the work. Within a reasonable time thereafter the Contractor and the Engineer shall make an inspection of the work to determine the status or completion. If the Engineer does not consider the work complete, the Engineer will notify the Contractor, in writing, of reasons therefore. At this time any defects or imperfections that appear in the whole or any part of the work, which are caused by or due to any fault or negligence of the Contractor, the same shall be corrected before the work will be accepted. Upon completion of the work, work to repair the defects and imperfections by the Contractor, the Contractor shall notify the Engineer, in writing, that the work has been completed. If, upon inspection, the work is found to be satisfactory by the Engineer, a certification of completion will be issued.

105.15 Guarantee

Unless otherwise stated in the Special Provisions, the Contractor shall guarantee the work performed under the Contract for a period of one year from the date of final acceptance by the Common Council against defects or deficiencies. If any defective or deficient work should appear during the guarantee period, the Contractor shall replace or make acceptable repairs to the defective or deficient work at the Contractor's expense. This expense includes total and complete restoration of any disturbed surface to original or better than original condition, which existed before the repairs or replacement, regardless of improvements on lands where the repairs or replacement is required. The Performance and Payment Bond shall remain in force during this guarantee period.

Provide standard manufacturer's warranty for all items incorporated into the work. The submitted documentation shall clearly state the warranty duration from the manufacturer, project name and location, and list the City of Green Bay as the Owner. The warranty effective date shall correspond with the installation date.

SECTION 106

LEGAL REQUIREMENTS AND PUBLIC RESPONSIBILITY

106.1 Laws to Be Observed

The Contractor shall at all times observe and comply with all Federal and State laws and administrative rules, local laws, ordinances, and regulations which in any manner affect the conduct of the work and the hiring of labor and all orders or decrees of bodies or tribunals having jurisdiction or authority over the work. No plea of misunderstanding or ignorance thereof will be considered. The Contractor shall indemnify and save harmless the City and all of its officers, agents, and employees against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by themselves or their employees, subcontractors, or agents. The Contractor shall procure all permits and licenses and pay all charges and fees and give all notices necessary and incident to the lawful prosecution of the work.

106.2 Patented Process

It is understood and agreed that, without exception, contract prices are to include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work. It is the intent that whenever the Contractor is required or desires to use any design, device, material or process covered by patent or copyright, the right for such use shall be provided for by suitable legal agreement with the patentee or owners and a copy of this agreement shall be filed with the Engineer; however, whether or not such agreement is made or filed as noted, the Contractor and the surety in all cases shall indemnify and save harmless the City and all its agents from any and all claims from infringement by reason of said use, and shall indemnify the City for any costs, expenses, and damages which it may be obliged to, by reason of any infringement, at any time during the prosecution or after the completion of the work.

106.3 Safety, Health and Sanitation

The Contractor shall comply with all Federal, State, and local laws governing safety, health, and sanitation. The Contractor shall also provide all safeguards, safety devices, and protective equipment and take any other needed actions reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the Contract.

The Contractor shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions.

106.4 Personal Liability of Public Officials

In carrying out any of the provisions of the Contract or in exercising any power of authority granted to them thereby, there shall be no personal liability upon the City, its agents, and employees, it being understood that in such matters they act as agents and representatives of the City. Any right of action by the Contractor against the City, its agents, or employees is hereby expressly waived.

106.5 No Waiver of Legal Rights

The City shall not be precluded or estopped by any measures, estimate, or certification made either before or after the completion and acceptance of the work and payment therefore, from showing the true amount and character of the work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that the work or materials do not conform in fact to the Contract. The City shall not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor and the Contractor's sureties such damages as it may sustain by reason the Contractor's failure to comply with the terms of the Contract. Neither the acceptance by the Engineer, nor any payment for or acceptance of the whole or part of the work, nor any extension of time, nor any possession taken by the City, shall operate as a waiver of any portion of the Contract, or of any power herein reserved, or any right to damages herein provided. A waiver of any other or subsequent breach of the Contract shall not be held to be a waiver of any other or subsequent breach.

106.6 Insurance - General

All insurance is the responsibility of the Contractor. The Contractor and each separate Subcontractor shall purchase and maintain such insurance as will protect them, and indemnify and save harmless the City from any and all claims for General and Automobile Liability and Worker's Compensation/Employers' Liability, including claims for damages resulting in bodily injury, including but not limited to death, and property damage arising out of or resulting from the Contractor's direct or indirect operations under this Contract, whether such operations be performed by their own work forces or by any Subcontractor or anyone directly or indirectly employed by any of them.

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

The Contractor's and Subcontractor's insurance shall always be primary with respect to the City's responsibilities under this Contract. The City of Green Bay shall be named as additional insured on the types of insurance listed in this section, and shall be listed as the Certificate Holder on any Certificate of Insurance issued to the City as proof of coverage. Insurance policies must remain in an active status for the life of the project, and shall not be allowed to expire until a minimum of one year after final payment has been approved by City Council.

The Contractor's and Subcontractor's insurance shall contain a provision that provides 30 days written notice of cancellation or change to the City.

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

Contractor shall provide a main point of contact related to insurance on the contract. The contact information shall include contact name, phone number and email address. This contact person shall be able to answer questions or obtain additional information as requested by the City. Provide this contact information with initial certification of insurance for contract.

Type of Insurance will vary per contract and at a minimum the following will be required:

General Liability:

1. Commercial General Occurrence policy, editions 2006 or 2010 including:
 - a. Premises and Operations
 - b. Products and Completed Operations
 - c. Advertising and Personal Injury
 - d. Explosion, Collapse and Underground Hazard coverage
 - e. Contractual Insurance in writing under General Liability
 - f. Broad Form Property Damage
 - g. Coverage for Independent Contractors
 - h. Care, Custody and Control coverages for City-owned materials at worksite
 - i. Endorsement naming the City of Green Bay, its employees, agents and assigns as Additional Insureds as respects work performed by the Contractor/Subcontractor for the City/Owner.

2. Limits of Liability:

Bodily Injury/Property Damage Combined Single Limits:

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

Automobile Liability:

1. Coverages must include the following extensions:

Comprehensive Forms

- a. All Owned Autos
- b. All Hired Autos
- c. All Non-Owned Autos
- d. Mobile Equipment
- e. Specialized Equipment
- f. Contractual Insurance
- g. Uninsured Motorists to Limit of Policy
- h. Additional Insured Endorsement naming City of Green Bay, its employees, agents and assigns.

2. Limits of Liability:

Combined Single Limit/Bodily Injury and Property Damage:

\$1,000,000 per person/accident

Uninsured Motorists:

\$25,000 per person

\$50,000 per accident

Worker's Compensation and Employers' Liability Insurance:

Limits of Liability

Workers' Compensation	\$1,000,000 per accident
	\$1,000,000 disease policy limit
	\$1,000,000 disease each employee
Employers' Liability	\$1,000,000

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

Umbrella Liability:

The contractor shall provide \$2,000,000 cover for bodily injury, personal injury and property damage per occurrence in excess of coverage carried for Employers Liability, Commercial General Liability, and Automobile Liability.

Contractor Pollution Liability (Occurrence Basis):

- a. Limit of Liability: \$1,000,000
- b. Form must include coverage for natural resources damage
- c. Minimum Must include waiver of subrogation endorsement in favor of the City
- d. Coverage must include transportation (including watercraft if applicable) and loading and unloading.

106.7 Indemnification

The Contractor hereby agrees to indemnify, defend and hold harmless the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of the Contractor or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

The Contractor shall reimburse the City of Green Bay, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

In the event that the Contractor employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.

This indemnity provision shall survive the termination or expiration of this Agreement.

106.8 Builders' Risk Insurance (This does not apply to additions and/or alterations on existing structures).

The City will require the contractor to provide Builder's Risk Insurance on the project if applicable and noted in contract special provisions.

106.9 Equal Employment Opportunity

The Contractor and Subcontractors shall not discriminate against employees and applicants for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of their race, color, religion, sex, sexual orientation, age, national origin, ancestry, physical condition, or developmental disability.

106.10 Employment of Unauthorized Aliens

All contracts executed with the City shall be subject to the condition that unauthorized aliens not be employed by the Contractor within the City of Green Bay, consistent with 8 U.S.C. §1324a.

A violation of the above condition shall be a breach of contract and a basis to void the contract and will warrant removal of a contracted business/company from future consideration by the City of Green Bay.

It shall be a defense that an employer was shown and can produce fraudulent documentation of an employee's legal immigration status. The above defense will also apply if the employee was cleared through the Basic Pilot Program.

This section does not hold contracted business/companies responsible for unauthorized aliens who are employed by said contracted business/company for work performed entirely outside of the limits of the City of Green Bay.

106.11 Erosion Control Permits

The Contractor shall comply with Chapter 16, Green Bay Municipal Code of Ordinances (Construction Site Erosion Control Ordinance) and NR216, Wisconsin Administrative Code at all times while performing work under the Contract.

Unless otherwise noted in the Contract Documents, the City will submit a WDNR Notice of Intent (NOI) to obtain coverage under the Wisconsin Pollutant Discharge Elimination System General Permit for construction site erosion control on Public Works contracts with one acre or greater of land disturbing activity. The Contractor shall meet the conditions of the permit by properly installing and maintaining the erosion control measures as shown on the plans, specified in the Special Provisions, or as directed by the Engineer. A copy of the permit will be available at the office of the Department Public Works – Engineering Division.

The Contractor shall prepare and submit an erosion control plan, including implementation schedule, and application for a City of Green Bay Construction Site Erosion Control Permit. Application along with one (1) set of plans shall be submitted to the Engineer prior to or at the preconstruction meeting. The Contractor may use the erosion control plan provided in the Contract

Documents but shall modify the plan to meet the Contractor's construction schedule and methods of construction. No land disturbing activities shall begin until permit has been issued and plan implemented by the Contractor. A copy of permit, approved plans and inspection reports shall be kept on the project site and made available for inspection at all times.

106.12 Safety Data Sheets

All Contractors and Subcontractors who bring hazardous substances (as defined by OSHA) to the construction site shall have on file at the project site a copy of the Safety Data Sheet (SDS) for that substance. The Contractor shall maintain a file of all SDS's required for the project at the site.

At or before the preconstruction meeting, the Contractor shall submit a letter of compliance stating the SDS's will be kept on file at the project site, available for review at any time by the Engineer.

Each Contractor or Subcontractor shall comply with all Federal and State regulations regarding hazardous substances they bring to the construction site.

106.13 Preconstruction Photographic Documentation

The Contractor shall provide preconstruction photographic documentation. The photographic documentation shall include digital photographs and video of the construction route. The photographic documentation shall be delivered to the Engineer at the preconstruction meeting. The Contractor must label the photos and video identifying where the picture was taken and what the picture is of.

The date, the name of project, and the location where the photograph was taken shall be indicated with each digital photograph. The digital photographs shall be taken along the centerline of the construction route at a minimum of 100-foot intervals and at each approach to an intersection. Additionally, photographs shall be taken at any feature that may be impacted by the construction.

The video shall be taken in a digital video format. The video shall be taken of the area along and 50 feet to either side of the pipeline route. The video shall be made by panning the specified construction area slowly while verbally describing the location in order to adequately observe the existing condition of the pavement, terrace, sidewalk, driveways, adjacent properties, and other improvements.

The digital video and photographs, the Contractor shall submit one (1) copy of the digital video, formatted on a compact disc or Universal Serial Bus (USB) as Motion Pictures Experts Group (MPG), to the Engineer. The file name should be filename.mpg, where the filename is a descriptive name of the video being submitted.

The preconstruction photographic documentation will be considered incidental to the cost of the project and no separate payment will be made for the work.

106.14 Public Protection and Safety

The Contractor shall notify the Engineer, Police Department, Fire Department, and all involved utilities and railroad companies at the earliest possible date of the starting of any construction so that arrangements may be made, if necessary, for closing the street and providing satisfactory detours, ingress, and egress. The Contractor shall conduct the work at all times in such a manner as to insure the least obstruction to traffic. The convenience of the general public and of the residents along the street shall be provided in a satisfactory manner as outlined in Subsection 106.16, Maintenance of Ingress and Egress.

Fire hydrants shall be visible and accessible from the street at all times for the Fire Department. No material or other obstructions shall be placed within ten (10) feet of a fire hydrant.

The Contractor shall avoid as far as possible the maintenance of any condition that might be deemed at law to be an "attractive nuisance." Where such condition is unavoidable or where apparent or potential hazards occur, incident to their conduct of the work, the contractor shall maintain a proper watch or provide other reasonable safeguards.

The Contractor and their surety shall be responsible for all damage, bodily injury, or death arising through negligence either in maintaining an attractive nuisance or otherwise.

106.15 Notification of Residents

The Contractor shall notify residents and businesses abutting the project site, in writing, with a copy to the Engineer, at least seventy-two (72) hours prior to the start of construction.

106.16 Maintenance of Ingress and Egress

The Contractor shall perform work in such a manner as to interfere as little as possible with both pedestrians and vehicular ingress and egress. In all events, the Contractor shall maintain a safe and satisfactory passage for pedestrians along and across the project, installing temporary walks where necessary in the opinion of the Engineer. The Contractor shall also install temporary roadways where considered necessary by the Engineer.

The Contractor shall provide access to disabled residents at all times.

The Contractor shall maintain ingress and egress to all commercial, business, industrial, and public (school, park, etc.) properties at all times. Ingress and egress to all other properties shall be maintained as much as practical with closure of driveways being permitted as follows:

- A. Access may be restricted no more than four (4) hours for utility construction or for roadway excavation and graveling operations adjacent to driveway,
- B. Access may be restricted during paving operations and cure time, as authorized by the Engineer.

The Contractor shall notify the property owner or current resident in writing, with a copy to the Engineer, at least forty-eight (48) hours prior to restricting access to any property.

106.17 Protection and Restoration of Property

The Contractor shall use every reasonable precaution to prevent the damage or destruction of private property such as poles, trees, shrubbery, crops, and fences adjacent to or interfering with the work; all overhead structures such as wire, cables, etc. and all underground structures such as water or gas shut-off boxes, water meters, pipes, conduits, etc. within or outside of the right-of-way.

The Contractor shall notify the owners of all corporate or private property that interferes with the work advising them of the nature of the interference, and shall arrange with them for the disposition of such property. The Contractor shall furnish the Engineer, upon request, with copies of all such notifications and final agreements.

The Contractor shall be responsible for the damage or destruction of property resulting from neglect, misconduct, or omission in the manner or method of execution or non-execution of the work, or caused by defective work or the use of unacceptable materials, and shall restore such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or replacing it as may be directed, or the Contractor shall otherwise make good such damage or destruction in an acceptable manner. If the Contractor fails to do so, the Engineer may, after the expiration of a period of forty-eight (48) hours after giving written notice to the Contractor, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any compensation due or which may become due the Contractor under the contract.

106.18 Protection of Trees

The Contractor shall not grade, excavate, store material and/or equipment, or otherwise disturb the area within five (5) feet of any tree located in the project site without prior permission from the Engineer or City Forester. No ropes, cables, or guys shall be fastened to or attached to any tree for anchorage. The City will arrange for the repair or replacement of any trees damaged by the Contractor and the cost of such work will be deducted from the payment to the Contractor. Protection of trees shall be incidental to the Contract.

106.19 Protection of Property/Survey Monuments

The Contractor shall use extra care to protect and preserve all land boundary and survey control monuments from being disturbed during the course of construction. Where property/survey monuments cannot reasonably be protected, the Contractor shall notify the Engineer in order to establish witness points to make the restoration of the property/survey monuments easier. In such cases, the Engineer or authorized surveyor shall restore the property/survey monuments at no cost to the Contractor. Where property/survey monuments are disturbed or removed by the Contractor without proper notification to the Engineer, the Contractor shall have the property/survey monuments restored at the Contractor's expense by hiring a licensed land surveyor. The Contractor shall provide written documentation from the licensed land surveyor stating that the property/survey monuments were restored.

106.20 Contractor's Responsibility for Work

The work shall be under the charge and care of the Contractor until final acceptance by the City Council. The Contractor shall assume all responsibility for injury or damage to the work by action of the elements or from any other cause whatsoever, and shall rebuild, repair, restore, and make good, at the Contractor's expense, all injuries or damages to the work, except that when the project is placed in operation by order of the Engineer, the provisions of this article shall not apply to damage caused by such operation and not due to the Contractor's fault or negligence.

In case of suspension of work from any cause whatever, the Contractor, prior to suspension, shall take such precautions as may be necessary to prevent damage to the project, provide for normal drainage, and shall erect any necessary temporary barricades, signs, or other facilities, at his /her expense, as directed by the Engineer.

106.21 Bulk Water Stations

Contractors must apply for a permit at the Green Bay Water Utility office at 631 South Adams Street for use of the bulk water stations. When the permit is issued, the Contractor will receive an operating key and authorization tags. The tags must be displayed on the dash of any vehicles drawing water. There are twelve bulk water stations throughout the City. The locations of these bulk water stations are listed below. Only these bulk water stations are available to the Contractors from April 1st through November 1st weather pending. From November 1st to April 1st, the Contractors must draw water at the Huron Road water tower "Hot Box" located at the southwest corner of Huron Road and Finger Road or the "Hot Box", 225 feet north of Velp Avenue on Columbia Avenue.

Contractors are responsible for all costs associated with the use of the bulk water stations including the cost of water used.

WEST SIDE OF GREEN BAY

1100 Columbia Avenue – Year-Round Site
2325 Hutson Road (North side of Hutson Road-500' East of Hinkle Street)
Morley Road @ Moraine Terrace (SE corner)
2700 block of West Mason (S. Frontage Road)
400 block of Liberty St. (300 Ft. W. of Broadway)
Florence Avenue @ Janice Avenue (NE Corner)

EAST SIDE OF GREEN BAY

100 Bay Beach Road (W. of Quincy)
Clay Street @ Eliza Street (NE Corner)
Sussex Road – 500' N. of Scottwood Dr. (CTH "I")
720 Huron Road – Year-Round Site
2200 Block of Main Street (Frontage Road by Burger King)
Gershwin Dr. – 100' W. of Lake Largo Dr.

106.22 Temporary Sanitary Facility

The Contractor shall provide and maintain an approved chemical toilet for the use of all workers. The toilet shall be placed in an inconspicuous place, kept clean and removed at the completion of the project. The toilet will be considered incidental to the cost of the project and no separate pay will be made for its provisions, maintenance, and removal. Failure to provide a temporary facility will result in a deduction from the overall contract value equal to two (2) times the City's rental cost of a sanitary facility.

106.23 Dust Control

The Contractor shall always keep the amount of dust to a minimum at all times. The Engineer shall approve the manner of dust control.

106.24 Noise

The Contractor shall abide by the City's Noise Ordinance (Chapter 24, Green Bay Municipal Code) always during the prosecution of work under the Contract.

106.25 Mailboxes

The Contractor shall remove and replace any signs and/or mailboxes in conflict with construction. Signs and all mailboxes shall be replaced the same day that they are removed. U.S. Postal Service to properties shall not be interrupted during construction. The cost of this work shall be incidental to all other bid items.

Where requested by the U.S. Post Service during construction, mailboxes shall be temporarily relocated by the Contractor, as directed by the Engineer, and later reinstalled at their permanent site. If no bid item is included for such work, the cost of this work shall be considered incidental to other items in the Contract.

106.26 Interruption of Sewage or Storm Water Flow

The Contractor shall provide for the flow in existing sewers, watercourses, culverts, gutters, catch basin, drains, etc., which are affected by the prosecution of the work. All existing structures that are disturbed must be restored to a condition at least equal to their original condition or better and to the satisfaction of the Engineer.

106.27 Opening of Street

When the Contract provides that street or portion thereof shall be closed to traffic during construction, the work shall not be opened to traffic until so directed or authorized by the Engineer. Whenever all of the work or any portion thereof is in an acceptable condition for travel, such section shall be opened to traffic as may be directed by the Engineer, but such opening shall not be construed as assumption of the maintenance by the City unless so specifically provided in the Contract, nor as acceptance of the street or any part of it, nor as a waiver of any provisions of the Specifications and Contract.

Whenever the Contractor is required to open to traffic all of the work or any portion thereof in accordance with the provisions herein, or whenever the Contractor shall, at the Contractor's own volition and so authorized by the Engineer, open to traffic all of the work or any portion thereof prior to acceptance, the Contractor shall conduct the remainder of the construction so as to cause the least obstruction to traffic.

The Contractor shall notify the Engineer a minimum of seven (7) days before a street is scheduled to be opened to traffic so the City can install traffic control signs prior to the opening of the street. The Contractor shall maintain traffic control and barricades until the City has completed its work.

SECTION 107

PROSECUTION AND PROGRESS

107.1 Subletting or Assignment of Contract

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of their right, title, or interest therein, without written consent of the Engineer.

Consent to sublet any portion of the Contract shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract or to release the Contractor or the Contractor's surety of liability under the Contract and bond.

The Contractor shall be fully responsible to the City for the acts and omissions of Subcontractors of all tiers of subcontract and of persons and organizations either directly or indirectly employed by the Contractor. Nothing contained in the Contract Documents shall create any contractual relation between any Subcontractor and the City. The Contractor shall incorporate the terms and conditions of the Contract into all subcontract agreements entered into with Subcontractors.

Requests for permission to sublet any portion of the Contract shall be in writing and accompanied by a showing (approved Bidder's Proof of Responsibility) that the organization, which will perform the work, is particularly experienced and equipped for such work. The Engineer may also require that each request be accompanied by a copy of the proposed subcontract. Any subsequent change in the terms of the subcontract shall be subject to separate approval. The Contractor shall not change Subcontractors without written permission from the Engineer.

Work by a Subcontractor shall not proceed until the request for permission to sublet such work is approved and Subcontractor has a certificate of insurance on file with the City. If the Contractor proposes to have work performed by a person or firm other than a Subcontractor, the Contractor shall inform the Engineer in writing, if required, of the specific arrangement under which the work will be performed, so that it may be established whether or not such arrangement constitutes subcontracting.

The Contractor shall not sublet over fifty (50) percent of the total Contract amount without written consent of the Engineer.

107.2 Work Schedule

At a date no later than the preconstruction conference, the Contractor shall submit a detailed construction schedule, in the form of a bar graph, to the Engineer for approval. Contractor shall update the schedule on a monthly basis or as directed by the Engineer. The Contractor shall update the revised construction schedule within three (3) days of a request by the Engineer.

The Engineer shall have full and complete authority to designate the time of beginning work on any part of the Contract and to schedule the operations of the Contractor in such a manner as deemed necessary to best serve the needs and convenience of the general public and for the proper and timely completion of the Contract.

107.3 Notice to Proceed

The Contractor shall not begin work on any part of the Contract and no materials or equipment shall be brought upon the site of the work prior to receiving a written Notice to Proceed from the Engineer. The Contractor shall begin work within ten (10) days after the date of the Notice to Proceed.

The Contractor shall give written notice to the Engineer at least seventy-two (72) hours in advance of the date intended to commence operations.

107.4 Project Communication

The Contractor shall call or meet the Engineer daily between 3:00 pm and 3:30 pm to report progress and to communicate the next day's schedule of operations. The Contractor shall call or meet with the Engineer daily between 7:30 am and 8:00 am to confirm the day's schedule and operations.

Green Bay Metro does not anticipate busses to be rerouted. A one (1) week notification prior to construction shall be given to Green Bay Metro. Contractor shall provide notice to Transit Director at (920) 448-3455. Bus schedules and routes can be found at <http://www.greenbaymetro.org>

Green Bay Area School does not anticipate busses to be rerouted. A one (1) week notification prior to construction, shall be given to the Green Bay Area School District prior to any work within 3 blocks of a school, Transportation Scheduler at (920) 448-2164.

107.5 Limitations of Operations

The Contractor shall conduct work so as to create a minimum amount of inconvenience to vehicular and pedestrian traffic. The Engineer may require the Contractor to finish part of the Contract on which work is in progress before work is started on any additional part.

107.6 Days of Work and Hours of Work

The Contractor shall be limited to working Monday through Friday, 7:00 a.m. to 10:00 p.m. If the Contractor wishes to work on weekends and holidays, the Contractor shall obtain written approval from the Engineer seventy-two (72) hours in advance of work. If the Contractor elects to work on Sunday or holiday, the Contractor shall reimburse the City for the cost of inspection.

107.7 Weather Conditions

In the event work is prosecuted during adverse weather conditions, the Contractor will be required to exercise precautions necessary to produce satisfactory work, and shall protect the finished work from the elements. It is agreed and understood that the cost thereof has been included in the unit prices bid for the various items of work in the Contract; therefore no extra compensation will be allowed.

Snow plowing operations shall be coordinated with Operations Director at (920) 492-3736. The City will be responsible for plowing the open traffic lanes. The Contractor will be responsible for:

1. Clearing snow where construction is taking place.
2. Clearing snow prior to switching traffic control.

The Contractor shall coordinate the disposal or stockpile of snow with Operations Manager at (920) 492-3736. When traffic flows are altered due to construction phasing, they shall be notified one (1) full working day in advance to ensure snow plow operations are aware of new traffic flow locations in the event of a snow fall.

The City will make every effort to avoid traffic control during plowing and salting operations, but in the event the City disturbs or damages traffic control, the Contractor will be responsible for repairing traffic control. After each snow event, the Traffic Control Contractor shall drive through the project to ensure traffic control meets MUTCD standards. If traffic control devices lose retro-reflective characteristics due to snow and/or road slush, the Contractor shall replace devices or clean the devices to restore the retro-reflective characteristics.

107.8 Contractor's Representative

The Contractor shall have at all times during the progress of construction, irrespective of the amount of work sublet, a competent superintendent or designated representative capable of reading and thoroughly understanding the plans and Specifications, as the Contractor's agent on the work, who shall receive instructions from the Engineer. The Contractor's superintendent or designated representative must be acceptable to the Engineer and shall have full authority to execute the orders or directions of the Engineer without delay and to supply promptly such materials, tools, plant, equipment, and labor as may be required to properly perform the work.

107.9 Competent Workers

The Contractor shall employ an ample and competent workforce. All workers shall have sufficient skills and experience to properly perform the work assigned to them and in the operation of equipment and tools required to perform all work properly and satisfactorily.

Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment and tools required to perform all work properly and satisfactorily.

The Engineer may order the dismissal of any person employed on the work due to misconduct or is incompetent or neglects or refuses to comply with the directions given by the Engineer. The employee shall be removed immediately and shall not be re-employed on any part of the work without the written consent of the Engineer.

Should the Contractor fail to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, the Engineer may suspend the work by written notice until such orders are complied with.

107.10 Methods and Equipment

The Contractor shall provide and furnish the machinery, equipment, and tools necessary to perform the work. These shall be in such condition and of such capacity as will produce work of satisfactory quality and complete it within the contract time.

Equipment shall be such that no injury to the roadway, pavement, structures, adjacent property, or other streets will result from its use, and it shall conform to the requirements set forth in detail under specific items or classes of work.

The Contractor shall not operate vehicles or equipment over the subgrade, base course, or pavement that may cause damage to the subgrade, base course, or pavement. This restriction applies not only to the type of vehicles or equipment but also to the gross weights and loads of the vehicles or equipment.

The Engineer reserves the right to regulate the time of usage or to prohibit the use of any type of machinery, equipment, or tools which may cause objectionable smoke, noises, odors, or damage to property.

Failure on the part of the Contractor to provide adequate equipment, maintained in proper working order, may be sufficient cause for suspension of specific operations until compliance is attained or may constitute cause for default of contract.

When the methods and equipment to be used by the Contractor in accomplishing the construction are not prescribed in the Contract, the Contractor is free to use any methods or equipment that he demonstrates to the satisfaction of the Engineer will accomplish the contract work in conformity with the requirements of the Contract.

When the Contract specifies the use of certain methods and equipment for the work, such methods and equipment shall be used unless the Engineer authorizes other methods and equipment. If the Contractor desires to use a method or type of equipment other than those specified in the Contract, the Contractor may request authority from the Engineer to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing construction work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the Engineer determines that the work produced does not meet Contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining construction with the specified methods and equipment. The Contractor shall remove the deficient work and replace it with work of specified quality, or take such other corrective action as the Engineer may direct. No change will be made in basis of payment for the construction items involved or in contract time as a result of authorizing a change of methods or equipment under these provisions.

107.11 Suspension of Work

The Engineer shall have the authority to order the partial or complete suspension of operations for such period or periods as deemed necessary, in the interest of public safety and convenience, or due to unsuitable weather and such other conditions as are considered unfavorable for prosecution

of satisfactory work, or for such time as is necessary due to failure on the part of the Contractor to carry out orders given or to perform any or all provisions of the contract. Authorizations or orders to suspend work shall be in writing. Unless specifically provided, no additional compensation or additional contract time will be allowed due to such suspension of operations.

107.12 Time of Completion

Time of completion of each part of the work under the Contract will be specified in the Contract Documents as a specific number of work days, calendar days including Sundays and Holidays, or a given calendar day on or before which the work shall be completed, as well as a fixed and agreed amount of liquidated damages due the City from the Contractor for failure to complete the work in the specified time. It is agreed and understood that the completion of the work within the time as specified is an integral part of the Contract. The starting date of the Contract will be the date the Contractor begins work on that particular part of the Contract, but in no event will it be later than the date the Engineer requests the Contractor to begin work on that particular part of the Contract by written notification.

Work shall be prosecuted effectively and diligently to completion. Once work on the Contract has commenced, the contractor shall proceed continuously to completion. Failure to begin operations, or failure to diligently prosecute the work, may be considered as a breach of Contract and render the Contractor liable to action under Section 107.15, Default of Contract, or the revocation or suspension of the Contractor's privilege to bid additional work, or both. Failure to proceed continuously in prosecution of the work, may also result in the denial to authorize work during weekends or holidays as provided for under Section 107.6, Days of Work and Hours of Work.

In the event that the Contractor is successful in being awarded more than one part of a Contract, or multiple City contracts, the work shall be performed on each part or Contract concurrently and continuously in order that the completion dates are met. Prior to being awarded two or more parts or Contracts, the Contractor shall submit to the Engineer, in writing, a work schedule and evidence that the Contractor has adequate labor and equipment to meet the completion dates of all Contract parts.

Contract time will not be charged during periods of complete suspension of operations, when approved by the City in conjunction with an order by the Engineer suspending operations, or when so provided in the Special Provisions.

Contract time may be extended in an amount as is mutually agreed upon by the Engineer and the Contractor, on the basis of contract change orders involving alterations in the Contract affecting the prosecution of work, or involving extra or additional work, when such alterations are necessary for the purpose or convenience of the City when such extra additional work is of such character or is ordered to be done at such a time that the amount of time reasonably necessary to perform such work is disproportionate to the contract specific originally set up in the proposal. Any agreement for extended time on this account shall be arrived at concurrently with and as a part of the consideration for the specific alteration or extra or additional work covered by that order.

Permitting the Contractor to continue working after the expiration of the time fixed for its completion or after the date of time extension shall in no way act as a waiver on the part of the City for any of its rights under the Contract.

107.13 Delays and Extension of Time

Contract time may be extended in an amount as mutually agreed by the Contractor and the Engineer providing the Contractor submits to the Engineer a detailed explanation of facts requesting said extension in writing at least ten (10) days prior to the expiration of the contract time for that part of the Contract. Contract time will be extended only to avert extreme hardship on the Contractor and providing the best interests of the City are served by said extension.

If the Contractor is delayed at any time in the progress of the work by an act of the City, or by any other Contractor employed by the City, or by any changes ordered in the work, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties, or any causes beyond the Contractor's control, or by any causes for which the Engineer may justify the delay, then the time of completion shall be extended for such reasonable times as the Engineer may decide, provided the Contractor provides written notice of the cause of delay within ten (10) days after it first occurs.

107.14 Liquidated Damages

Should the Contractor fail to complete any part of the work as specified in the Contract, or within such extra time as may have been allowed by contract time extensions, there shall be deducted from any monies due or that may become due the Contractor, or in the event no monies are due, the Contractor shall pay to the City, a sum of money as stipulated in the Contract for each and every work day or calendar day as specified by the Contract that the work shall remain uncompleted. This sum shall be considered and treated not as a penalty but as a fixed, agreed, and liquidated damages due the City from the Contractor by reason of inconvenience to the public, added cost of engineering and supervision and other items which have caused an expenditure of public funds resulting from failure to complete the work within the time specified in the Contract.

Five Hundred Dollars (\$500.00) per calendar day shall be charged as liquidated damages for failure to complete the work within the time frame specified. No time extensions will be given due to delays by other contractors.

1. If the Contractor does not complete the work within the contract time or within the extra time allowed under Engineer-granted time extensions, the Owners will assess liquidated damages. The Owner will deduct a specified sum from payments due the Contractor for every calendar day that the work remains incomplete.
2. This deducted sum is not a penalty but is a fixed, agreed, liquidated damage due the Owner from the Contractor by reason of inconvenience to the public, the added cost of engineering and supervision, and the other items that have caused an expenditure of public funds resulting from the Contractor's failure to complete the work within the contract time.
3. Unless modified in the Special Provisions, the Owner will assess liquidated damages.
4. If the Engineer allows the Contractor to continue and finish the work or any part of it after the contract time expires, the Owner waives no rights under the contract.

107.15 Default on Contract

The Improvement and Service Committee shall have the right and power to make final determination as to the proper performance of this Contract. In the event the Contractor fails to perform the work in accordance with the Specifications or in any way defaults therein or shall discontinue the prosecution of the work, the Improvement and Service Committee may take charge of the work and complete the same or cause it to be completed at the charge, cost, and expense of the Contractor and Surety and in such event, the City may take possession of and utilize in the completion of the work such materials, appliances, and plant as may be on the site of the work and necessary for its completion.

107.16 Removal of Equipment

In the case of annulment or termination of the Contract before completion for any cause whatever, the Contractor, if notified to do so by the Engineer, shall promptly remove any part or all of the Contractor's equipment and supplies from the project site. The City shall have the right to remove such equipment and supplies at the expense of the Contractor if the Contractor fails to abide by such order.

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SECTION 108

CONTROL OF MATERIALS

108.1 Source of Supply and Quality

The Specifications require the use of new, high-quality materials throughout the work, except as may specifically be provided elsewhere in the Specifications, on the plans, or in the special provisions, incorporated in the work in such a manner as to produce completed construction which is workmanlike and acceptable in every detail.

Only approved materials shall be incorporated into the work. The permitted use of an untested material shall not be construed as implied approval of the material, and such use shall be at the Contractor's risk pending completion of subsequent tests made on representative samples of the material.

Fabricated materials obtained by the Contractor from a manufacturer, or a supplier shall, at the Engineer's discretion, be subject to approval before delivery of the material to the job site. Furthermore, the Contractor may be required to obtain material from another approved source, if it is determined that the product of a manufacturer or supplier is not of satisfactory uniformity or consistent quality.

In the case of materials obtained from or produced from natural deposits, either commercially or by the Contractor, the Contractor shall obtain the Engineer's preliminary approval of the source.

The Contractor shall furnish samples as required, representative of the material proposed for the work, in sufficient time to permit testing as necessary to establish a basis for approval. Such samples shall be obtained under the observation of, and with methods approved by the Engineer.

Tests will be made on these preliminary samples and reports rendered, but it is to be understood that such tests are for information only and that any preliminary approval based thereon shall not be construed as a guaranty for acceptance of any material that may be delivered later for incorporation into the work.

Only the materials actually delivered for the work will be evaluated, and their acceptance or rejection will be based solely on the results of the tests prescribed in the Specifications.

The Contractor shall assume full responsibility for the furnishing of uniform and satisfactory materials. When materials are obtained from local deposits, the Contractor shall be responsible for any losses or damages resulting from the opening and operation thereof, or from the failure of the deposit after development to produce acceptable materials.

All materials including each component of a bid item will need to be approved by the Engineer before being incorporated into the contract work.

108.2 Substitution of Materials

Certain materials are specified by manufacturer in order to establish standards of quality, not to limit competition. Where an item of material is specified to be a certain manufacturer's make, then the Bidder's Proposal shall include such material as specified unless approved otherwise.

Up to seven (7) days prior to the bid date, a bidder or manufacturer may request approval in writing of an item of material by submitting adequate product data to the Engineer for evaluation. Included with the product data shall be a list of five (5) or more similar projects where the product has been used under similar conditions. The list of projects shall include their location and the name and phone number of the owner's representative. The substitute product shall have been in place for a minimum of three (3) years at each location. Notice of approval shall be given only by an addendum issued by the Engineer. No verbal or other written approval will be given.

Within ten (10) days after award of Contract, the Contractor may submit alternate proposals for other kinds of material that they consider equal to those specified. These proposals for substitute products shall be submitted in writing to the Engineer for evaluation. There shall be included all pertinent product data and samples thereof as well as a listing of five (5) or more similar projects where the product has been used under similar conditions. The list of projects shall include their location and name and phone number of the owner's representative. The substitute product shall have been in place for a minimum of three (3) years at each location. Any cost differences shall be included with submittal. If the requested change is acceptable to the Engineer, then a change order will be prepared. If the requested change is not acceptable, the Contractor shall be obligated to furnish the item as specified.

108.3 Plant Inspection

The Engineer may undertake the inspection of materials at the plant (point of manufacture or source of supply) or another agency may be designated for the purpose.

In the event plant inspection is undertaken, the following conditions shall be met:

- A. The Engineer shall have the cooperation and assistance of the Contractor and producer.
- B. The Engineer shall have free entry at all times to such parts of the plant as may involve the manufacture or production of the materials being furnished.
- C. If required by the Engineer, the Contractor shall arrange for acceptable workspace in or near the plant for use by the Inspector. Such space shall be independent of space used by the material producer.
- D. The Contractor shall give the Engineer sufficient advance notice of production schedules to permit making necessary arrangements.
- E. Adequate safety measures shall be provided and maintained.

The right is reserved by the City to retest or reinspect plant-inspected materials after delivery to the jobsite and to reject any materials that are found not to comply with contract requirements.

108.4 Samples and Tests

To ascertain if materials comply with contract requirements, samples shall, at the discretion of the Engineer, be taken at the source or at job destination, and as often as the Engineer deems it advisable or necessary. The taking of samples shall be in accordance with standard practices, except where methods and procedures for sampling a material are set forth in the Specifications.

The Contractor shall furnish without charge all samples required by the Engineer and shall afford such facilities as may be required for collecting and forwarding them. The Contractor may be required to furnish, when requested by the Engineer, a written statement giving the origin, composition or process of manufacture of a material.

In lieu of making tests, the Engineer may, in the case of commercial products, accept the manufacturer's Certified Report of Test of Analysis or a Certificate of Compliance. The samples for the tests or analyses report in the Certified Report of Test or Analysis may be those normally obtained in a formal product quality control program or obtained to represent the specific lot of material furnished when no formal control program is in effect, or those required to be obtained by Specifications.

Unless otherwise provided in the Contract, it shall be the intent of these Specifications that conformity of materials to the specified requirements shall be at the time, or just prior to the time, they are incorporated into the work.

All tests shall be made in accordance with the methods described and designated herein or in the Contract. Unless otherwise designated, reference to various standard specifications and test methods shall be understood to mean the specifications or test method that is current on the date of advertisement of bids.

Sampling and testing personnel shall have personnel that are ACI-certified to perform sampling, testing, and documentation.

108.5 Shop Drawings

When specified in the Specifications and prior to fabrication or installation, the Contractor shall submit shop drawings for approval directed to the Engineer.

Shop drawings shall include layout details, schedule, setting instructions, and manufacturer's literature. Shop drawings shall be identified with the name of project numbered consecutively and bear the stamp of approval of the Contractor as evidence that all drawings have been checked by the Contractor for accuracy and compatibility with Contract requirements. Drawings not checked and noted will be returned without being examined. Shop drawings for each part of work shall be complete in one submittal; partial submittals will not be considered.

If information on previously submitted drawings is altered, in addition to the notations made by the Engineer, the Contractor shall bring all changes to the attention of the Engineer. Corrections or changes indicated on reviewed shop drawings shall not be considered an order for extra work.

Shop drawings will not be considered reviewed unless they bear the stamp of approval and signature of the Engineer. Drawings will be reviewed for general design only. Dimensions and fit of units of various parts and components shall be the Contractor's responsibility.

Failure to submit required information at or prior to the preconstruction meeting could delay the start of the Contract. A delay in the Contract start date due to late submittals will not be grounds for a completion date extension.

108.6 Storage of Materials

Materials shall be so stored as to insure the preservation of their quality and suitability for the work. Stored materials, even though approved before storage, shall be subject to inspection prior to their use in the work and shall meet the requirements of the Contract at the time they are used. Stored materials shall be located so as to facilitate inspection. With the Engineer's approval, portions of the right-of-way not required for public travel may be used for storage purposes for materials and equipment. The Contractor shall provide any additional space required for storage at the Contractor's expense.

All materials or equipment to be used in construction shall be stored on site or at a Contractor's site, but not on private property. If material or equipment is stored outside of the right-of-way or construction work limits, the Contractor shall supply the Engineer with written notice of agreement with the appropriate landowner(s) including a restoration plan. A reasonable amount of material or equipment that will be used immediately during construction may be stored adjacent to the work site, but only to the extent that is absolutely necessary to avoid delay in construction. Temporary erosion control measures (silt fences, erosion bales, rock filled erosion control bags, or inlet protection) shall be used around or down grade of all stockpiled topsoil, crushed stone, fill material, and/or borrow material.

108.7 Defective Materials

All materials that are not in conformity with the requirements of the Specifications shall be considered defective and shall be rejected. Contractor shall remove rejected materials from the site of the work unless otherwise permitted by the Engineer. Any defective materials that have been subsequently corrected shall not be used or accepted until reevaluated and approved by the Engineer.

Materials that have been incorporated in the work and subsequently found to be defective may be left in place with the permission of the Engineer, after the Engineer's determination of materials produced are acceptable. An appropriate deduction will be made in the contract price for such materials or for the work in which such defective materials are incorporated.

108.8 Care of Materials Supplied by City

The Contractor shall be responsible for the care and protection of all materials furnished to the work site by the City.

The Contractor shall inspect all materials upon delivery and shall immediately notify the Engineer if any is found defective. The City will substitute new material for any defective material.

108.9 Operations and Maintenance Manuals

When specified in the Specifications, the Contractor shall provide the Engineer with three (3) Operation and Maintenance Manuals covering each item of equipment installed under the Contract. Manuals shall be delivered to the Engineer for approval prior to job completion. Final payment will not be made until manuals have been received and approved.

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SECTION 109 MEASUREMENT AND PAYMENT

109.1 Measurement of Quantities

All work completed under the Contract will be measured by the Engineer according to the United States customary units. The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the Contract will be those specified for the various items elsewhere in the Standard Specification, special provisions, or methods generally recognized as conforming to good engineering practice.

The completed work will be measured for final payment by the Engineer to determine the quantities of such items of work performed, except when contract change orders have been executed providing for other methods of measurement. The Contractor will be paid for the actual amount of work performed in accordance with the Contract, as shown by the final measurements or upon the basis of plan quantities.

109.2 Accuracy of Pay Units

Quantities of pay items are measured and reported by the unit of measure, such as cubic yard, square yard, linear foot, square foot, ton, etc., as designated in the contract for the item. The engineer is to accurately measure constructed contract items and carefully check the computations before submittal of each pay estimate.

Report measured items to the nearest tenth (0.1) unit of measure in each item for a progress payment unless otherwise specifically required in the contract. For work order-based contracts payment will be made with the values on each work order. Lump Sum bid items will be paid as a whole unit.

109.3 Application for Payment

Once each month (provided that a payment of \$10,000 or more becomes due, which amount may at the discretion of the Engineer be reduced for contracts of \$50,000 or less) the Contractor will prepare an estimate of the quantities of work performed and the value thereof at Contract or agreed unit or lump sum prices. The estimate and application for payment shall be prepared on forms provided by the Engineer. The City will issue a partial payment after review and acceptance of the estimate by the Engineer.

109.4 Scope of Payment

The Contractor shall accept the compensation, as herein provided, in full payment for furnishing all materials, labor, tools, and equipment necessary for performing all work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the work or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the final acceptance by the Engineer; and for all insurance, compensation and risks of every description connected with the prosecution of the work; also for all expenses incurred in consequence of the suspension or discontinuance of the work as herein specified; and for any infringement of patent, trademark, or copyright; and for completing the work

according to the contract.

The payment of any current estimate prior to final acceptance of the work by the City shall in no way constitute an acknowledgement of the acceptance of the work nor in any way prejudice or affect the obligation of the Contractor to repair, correct, renew or replace any defects or imperfections in the construction or in the strength or quality of the materials used in or about the construction of the work under Contract and its appurtenances, or any damage due or attributable to such defects, which defects, imperfections or damage shall have been discovered on or before the final inspection or acceptance of the work. The Engineer shall be the sole judge of such defects, imperfections or damage and the Contractor shall be liable to the City for failure to correct the same as provided herein.

In accordance with Section 779.15 of the Wisconsin Statutes no monies, payable under the Contract, or any part thereof, shall become due and payable until the Contractor shall satisfy to the City that they have fully settled or paid for all materials and equipment used in or upon the work and labor done in connection therewith, and the City, if it so elects, may pay any or all such bills, wholly or in part, and deduct the amount or amounts so paid from any partial or final estimate, excepting the first estimate.

109.5 Partial Payments

Partial payments based on the value of the work performed or materials furnished, at Contract or agreed unit or lump sum prices, will be made to the Contractor as the work progresses, except that partial payments will not be made as long as the Contractor fails to comply with any order given the Contractor by the Engineer in accordance with the Contract.

The quantities included shall be computed to reflect the approximate amount of work completed, or substantially completed under each of the pertinent Contract items to the date of the estimate less, in each case, an allowance adequate to cover contingencies and costs still to be incurred incident to finishing, maintaining, repairing and restoring the work, and to cover possible variations between the Contract and final quantities in instances where Contract quantities are used as a basis for the estimate.

The Engineer may, upon presentation by the Contractor of receipted, bills, freight bills or other satisfactory evidence of payment, include in the estimate prepared for partial payment the value of nonperishable materials that are to form a part of the completed work, produced or purchased, and delivered and stored in the vicinity of the work at such location where they will be available for ready incorporation into the work. The amounts paid for materials shall be deducted from the amount of other partial or final payments due to the Contractor for the work performed as the materials are incorporated into the completed work.

From the total amount of the estimate, determined as provided above, there shall be deducted an amount equal to 5% of said estimate to be retained by the City until 50% of the work has been completed. At 50% completion, further partial payments shall be made in full to the Contractor and no additional amounts may be retained unless the Engineer certifies that the job is not proceeding satisfactorily, but amounts previously retained shall not be paid to the Contractor until after the completion of the entire contract and final acceptance of the work.

Should any defective work or material be discovered, or should a reasonable doubt arise as to the integrity of any part of the work completed previous to the final acceptance and payment, there will be deducted from the first estimate rendered after the discovery of such work an amount equal in value to the defective or questioned work, and this work will not be included in a subsequent estimate until the defects have been remedied or the causes for doubt removed.

All material and work covered by partial payments made thereupon become the property of the City, but this provision shall not be construed as relieving the Contractor from the sole responsibility for all materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the City to require the fulfillment of all terms of the contract.

109.6 Overpayments and Setoffs

The Contractor shall promptly, upon receipt of written notice from the Engineer, refund any overpayments received thereby. Should Contractor not timely comply with said request, Contractor shall pay interest for said amount at the rate of one (1%) percent per month on the unpaid balance, until paid in full.

Where any deductions from forfeitures of payment in connection with work under the Contract are duly and properly declared or imposed against the Contractor, in accordance with the terms of the Contract, State laws or Ordinances of the City, the total amount thereof may be withheld from any money whatsoever due or to become due the Contractor under the Contract, and when deducted shall be deemed and taken as part in such amount.

109.7 Final Waiver of Liens

At the completion of the Contract, and prior to final payment, the Contractor shall submit signed final Waivers of Lien, on a form acceptable to the Engineer, for themselves, subcontractors and material suppliers.

109.8 Acceptance and Final Payment

When the project has been completed and accepted by the Engineer, the Engineer will prepare the final estimate of the quantities of the various classes of work performed. After the Contractor reviews and accept the estimate, and after acceptance of the project by the City Council, the Contractor will be paid the entire sum found to be due after deducting all previous payments and all amounts to be deducted under the provisions of the Contract.

All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

The making of final payment shall not release the surety nor constitute a waiver of rights by the City. The guarantee in Subsection 105.14 is cumulative and not exclusive.

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

MEETING DATE

August 16, 2023

PREPARED BY

AGENDA ITEM # E.9

Consideration with possible action on request by Department of Public Works to enter into a Professional Services Agreement with ECS Midwest, LLC in the amount of \$25,206.00 for Geotechnical Soil Exploration for 2024 reconstruction projects.

BACKGROUND

Each year Department of Public Works hires a Soils Consultant to drill soil borings adjacent to and in roadways that are scheduled as part of the following year's reconstruction program. The soil borings are used in the design process to verify existing soil conditions.

RECOMMENDATION

DPW recommends entering into an agreement with ECS Midwest, LLC in the amount of \$25206.00.

FISCAL IMPACT

This work is covered by the construction costs for the projects.

ATTACHMENTS

None



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

MEETING DATE

August 16, 2023

PREPARED BY

AGENDA ITEM # E.10

Report the award of contract SEWERS I-23 MINI-SEWERS to Highway Landscapers, Inc. in the amount of \$468,281.00.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. QUESTCDN_Project Bid Results SEWERS I-23 MINI SEWERS

SEWERS 1-23 MINI-SEWERS

Quest Number: 8561140

Closing Date: Tue, 07/11/2023 02:00 PM CDT

Posting Type: Construction Project

Owner Name:	Green Bay WI, City of
Owner Contact:	Steven Grenier, P.E.
Owner Phone:	920-448-3100
Solicitor Name:	Green Bay WI, City of
Contact:	Kyle Vander Loop
Email:	kyle.vanderloop@greenbaywi.gov
Phone:	920-448-3110
Award Date:	
Comments:	
Award Status:	Pending
Letting Bid Tabulation:	View on vBid

Company	Contact	Phone	E-mail	Amount	Awarded	Comment
Highway Landscapers, Inc.	Tim Pagel	920-759-1701	tpagel@highway.email	\$ 468,281.00		
Dorner Inc.	Tina Aschenbrenner	920-845-2442	tina.asch@dornerinc.com	\$ 582,219.20		
Carl Bowers & Sons Const. Co., Inc.	bill bowers	920-766-2629	carlbowersconstruction@newbc.rr.com	\$ 747,215.00		



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

MEETING DATE

August 16, 2023

PREPARED BY

AGENDA ITEM # E.11

Report the award of contract ASPHALT PAVING 2023 to MCC Inc. in the amount of \$295,220.04.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. QUESTCDN_Project Bid Result ASPHALT PAVING 2023

ASPHALT PAVING 2023

Quest Number: 8555065

Closing Date: Tue, 06/27/2023 02:00 PM CDT

Posting Type: Construction Project

Owner Name:	Green Bay WI, City of
Owner Contact:	Steven Grenier, P.E.
Owner Phone:	920-448-3100
Solicitor Name:	Green Bay WI, City of
Contact:	Robbie Woldt
Email:	robbie.woldt@greenbaywi.gov
Phone:	920-448-3109
Award Date:	
Comments:	
Award Status:	Pending
Letting Bid Tabulation:	View on vBid

Company	Contact	Phone	E-mail	Amount	Awarded	Comment
MCC, Inc.	Alicia Marx	920-749-3360	bidding@murphyinc.org	\$ 295,220.04		
Northeast Asphalt, Inc.	Mary Jorgensen (PMA)	920-757-2900	neaquote@walbecgroup.com	\$ 510,210.75		



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

MEETING DATE

August 16, 2023

PREPARED BY

AGENDA ITEM # E.12

Report the award of contract SEWERS 2-23 BASIN REPAIRS to Vinton Construction Company in the amount of \$1,243,438.45.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. QUESTCDN_Project Bid Results SEWERS 2-23 BASIN REPAIRS

SEWERS 2-23 BASIN REPAIRS

Quest Number: 8565408

Closing Date: Tue, 07/11/2023 02:00 PM CDT

Posting Type: Construction Project

Owner Name:	Green Bay WI, City of
Owner Contact:	Steven Grenier, P.E.
Owner Phone:	920-448-3100
Solicitor Name:	Green Bay WI, City of
Contact:	Dylan Ferron
Email:	dylan.ferron@greenbaywi.gov
Phone:	920-448-3096
Award Date:	
Comments:	
Award Status:	Pending
Letting Bid Tabulation:	View on vBid

Company	Contact	Phone	E-mail	Amount	Awarded	Comment
Vinton Construction Company	Estimating at Vinton Construction	920-682-0375	quotes@vintonwis.com	\$ 1,243,438.45		
PTS Contractors, Inc	Jeannie Petasek	920-468-5217	JPetasek@PTSCcontractors.net	\$ 1,248,000.00		
Dorner Inc.	Tina Aschenbrenner	920-845-2442	tina.asch@dornerinc.com	\$ 1,287,076.00		
DE GROOT, INC.	MARK DE GROOT	920-866-2348	mark@degrootinc.com	\$ 1,391,985.78		



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

MEETING DATE

August 16, 2023

PREPARED BY

AGENDA ITEM # E.13

Report the award of contract PAVEMENT 4-23 BERNER STREET RECONSTRUCTION to PTS Contractors, Inc. in the amount of \$1,886,000.00.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. QUESTCDN_Project Bid Results

PAVEMENT 4-23 BERNER STREET RECONSTRUCTION

Quest Number: 8582889

Closing Date: Tue, 08/01/2023 02:00 PM CDT

Posting Type: Construction Project

Owner Name:	Green Bay WI, City of
Owner Contact:	Steven Grenier, P.E.
Owner Phone:	920-448-3100
Solicitor Name:	Green Bay WI, City of
Contact:	Ting Thompson-Eagan
Email:	Ting.Thompson-Eagan@greenbaywi.gov
Phone:	920-448-3103
Award Date:	
Comments:	
Award Status:	Pending
Letting Bid Tabulation:	View on vBid

Company	Contact	Phone	E-mail	Amount	Awarded	Comment
PTS Contractors, Inc	Jeannie Petasek	920-468-5217	JPetasek@PTSContractors.net	\$ 1,886,000.00		
Dorner Inc.	Tina Aschenbrenner	920-845-2442	tina.asch@dornerinc.com	\$ 2,106,551.03		
DE GROOT, INC.	MARK DE GROOT	920-866-2348	mark@degrootinc.com	\$ 2,358,339.33		
Advance Construction Inc.	Paul Kultgen	920-434-3978	pkultgen@advconst.net	\$ 2,451,247.90		
Vinton Construction Company	Estimating at Vinton Construction	920-682-0375	quotes@vintonwis.com	\$ 2,636,926.30		



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

MEETING DATE

August 16, 2023

PREPARED BY

AGENDA ITEM # E.14

Report the non-award of contract PARKS 8-23 JOANNES AQUATIC CENTER REROOFING.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Bid Summary - No Bids Received (Public)

CITY OF GREEN BAY, WISCONSIN

SUMMARY OF BIDS FOR CONTRACT

PARKS 8-23 JOANNES AQUATIC CENTER REROOFING

Tuesday, August 8, 2023

Contractor	Bid	Bid Bond
No Bids Received		
Any questions, call 920-448-3100		



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

MEETING DATE

August 16, 2023

PREPARED BY

AGENDA ITEM # E.15

Report of actions taken by the Department of Public Works.

A. Granting of Licenses

1. Sidewalk Builder

a. Jerry Parham

2. Underground Sprinkler System

a. Rain Master Irrigation Inc.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

August 16, 2023

PREPARED BY

AGENDA ITEM # F.I

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

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None