



AGENDA OF THE PARKS COMMITTEE

WEDNESDAY, SEPTEMBER 27, 2023, 5:00 PM

In person at City Hall, Room 207.

Virtual attendance is also available via Zoom.

AMENDED

A. Zoom Meeting Information.

I. Join Zoom Meeting Online:

<https://us02web.zoom.us/j/84314784824?pwd=THBkd mRwTl k4MG5DV3hhbC9xVDhXdz09>

Or call in by phone: +1 312 626 6799

Meeting ID: 843 1478 4824

Passcode: 278667

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 accepting a grant award from the Environmental Protection Agency for \$275,000 to fund the necessary engineering for a habitat restoration project at Joliet Park and to approve entering into a contract with the Wisconsin Department of Natural Resources to jointly execute the terms of the grant funding.**
- 2. Consideration with possible action on hiring Robert E. Lee & Associates, Inc. for \$229,316.40 to complete the necessary engineering for a habitat restoration project at Joliet Park.**
- 3. Consideration with possible action on accepting the donation of the installation of an all-inclusive playground at Bay Beach Amusement Park from the Friends of Bay Beach.**

4. Consideration with possible action on the approval of the Design, Construction & Dedication Agreement with the Friends of Bay Beach for the installation of an all-inclusive playground at Bay Beach Amusement Park.
5. Consideration with possible action on approving the installation of (23) Wisconsin Public Service ornamental light poles and fixtures along the new East River Trail section from Webster Avenue to Main Street for a total cost of \$75,801.83.
6. Consideration with possible action on approving a utility easement with Wisconsin Public Service for the installation of ornamental light poles and fixtures along the new East River Trail section from Webster Avenue to Main Street.

F. Informational.

1. Director's Report on updates and recent activities of the Parks, Recreation & Forestry Department.
2. Next Meeting: October 11, 2023.

G. Adjournment.

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

MEETING DATE

September 27, 2023

PREPARED BY

AGENDA ITEM # E.I

Consideration with possible action on accepting a grant award from the Environmental Protection Agency for \$275,000 to fund the necessary engineering for a habitat restoration project at Joliet Park and to approve entering into a contract with the Wisconsin Department of Natural Resources to jointly execute the terms of the grant funding.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. EPA Grant - AidAgree_CityGreenBay_Joliet Park_09-25-2023draft
2. EPA Grant - SOW_CityofGB_JolietPark_9-25-23final
3. EPA Grant - Exhibit A-GrantConditions-GL00E03490

AGREEMENT BETWEEN
WISCONSIN DEPARTMENT OF NATURAL RESOURCES
AND CITY OF GREEN BAY

THIS AGREEMENT is entered into by and between the State of Wisconsin Department of Natural Resources (Department) and the City of Green Bay (Agency) for the purpose of planning and design for shoreline habitat improvements and Fish Reef Restoration at Joliet Park in Green Bay, Lower Green Bay & Fox River AOC.

FOR AND IN CONSIDERATION of the terms and conditions contained in this agreement the above-named parties agree:

1. PERIOD OF AGREEMENT: This agreement shall commence upon its signing by both parties and continue until March 1, 2025, during which period all performance as described in this agreement shall be fully completed to the satisfaction of the Department.
2. CANCELLATION: The Department reserves the right to cancel this agreement in whole or in part, without penalty, due to nonappropriation of funds or for failure of the Agency to comply with terms, conditions, and specifications of this agreement.
3. ENTIRE AGREEMENT; AMENDMENTS: This agreement, together with the specifications in the bid request (if any) and referenced parts and amendments, shall constitute the entire agreement and previous communications or agreements pertaining to this agreement are hereby superseded. Any agreement revisions including cost adjustments and time extensions may be made only by a written amendment to this agreement, signed by both parties prior to the ending date of this agreement.
4. ASSIGNMENT SUBCONTRACTS: Neither this agreement nor any right or duty in whole or in part by the Agency under this agreement may be assigned, delegated or subcontracted without the written consent of the Department. If upon the written consent of the Department this agreement or any right or duty in whole or in part is assigned, the Assignee(s) shall expressly agree to assume and perform all relevant obligations expressed under the terms of this agreement and be bound by the terms and conditions of this agreement. Assignment in whole or in part of this agreement does not absolve the Agency of any liability or obligation expressed and agreed to hereunder.
5. DESCRIPTION OF WORK: The Agency agrees to perform the services to the satisfaction of the Department as described in the attached Scope of Work.

6. AGENCY CONTACTS: All communications regarding this agreement will be made through the designated agency contacts. The designated contacts are:

Agency - Kaurie Mihm, Parks Planner, City of Green Bay
100 N Jefferson St Ste 510, Green Bay, WI 54301
(920) 448-3382
Kaurie.Mihm@greenbaywi.gov

Department - Mandy Mellinger, AOC Project Management Specialist
WDNR Green Bay Service Center
2984 Shawano Avenue
Green Bay, WI 54313
(920)-396-6044
mandy.mellinger@wisconsin.gov

7. TERMINATION:

- A. This agreement may be terminated in whole, or in part, in writing by the Department in the event of substantial failure of the Agency to fulfill its obligation under this agreement, provided, that the Department shall give the Agency not less than thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate and an opportunity for consultation prior to termination.
- B. If termination is effected by the Department, an equitable adjustment in the price provided for in this agreement shall be made. Any payment due to the Agency at the time of termination may be adjusted to the extent of any additional costs occasioned to the Department by reason of the Agency's default. The equitable adjustment for any termination shall provide for payment to the Agency for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the Agency relating to commitments which had become firm prior to the termination.
- C. Upon receipt of a termination action pursuant to paragraph A above, the Agency shall (1) promptly discontinue all services affected (unless the notice directs otherwise); (2) terminate all subcontracts to the extent that they relate to the performance of work terminated by the Department, and (3) deliver or otherwise make available to the Department, all data, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Agency in performing this agreement, whether completed or in process.
- D. Upon termination pursuant to paragraph A. above, the Department may take over the work and prosecute the same to completion by agreement with another party or otherwise and the Agency is liable for any excess costs for such similar work or services.

- E. The rights and remedies of the Department and the Agency provided in this clause are in addition to any other rights and remedies provided by law or under this agreement.
8. PAYMENT: The Department agrees to reimburse the Agency up to a total of **\$275,000.00** for the costs identified in the attached Scope of Work. The Agency is eligible for expenses incurred from July 1, 2023.
- Billings by the Agency shall be made on a quarterly itemized basis for the actual net costs incurred for review and acceptance. Invoices should be sent to (email preferred):
- DnrOgwInvoices@wisconsin.gov AND mandy.mellinger@wisconsin.gov
Or mail to: Wisconsin Department of Natural Resources
Attn: Melissa Lake – OGW/3
P.O. Box 7921
Madison, WI 53707
- Final invoices must be submitted within 60 days after the end of the agreement.
9. RECORDS; ACCESS: The Agency shall, for a period of three (3) years after completion and acceptance by the Department, maintain books, records, documents, and other evidence directly pertinent to performance on work under this agreement in accordance with generally accepted accounting principles and practices. The Agency shall also maintain the financial information and data used in the preparation or support of the cost submission in effect on the date of execution of this agreement and a copy of the cost summary submitted to the Department. The Department, U.S Environmental Protection Agency, their agents and their duly authorized representatives, shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Agency shall provide proper facilities for such access and inspection. In addition, those records which relate to any dispute, appeal or litigation, or the settlement of claims arising out of such dispute, performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such dispute, appeal, litigation, claim or exception.
10. INDEPENDENT AGENCY: The Agency is an Independent Agency for all purposes and is not an employee or agent of the Department.
11. INDEMNIFICATION: The Agency agrees to save, keep harmless, defend and indemnify the State of Wisconsin, Department of Natural Resources and all its officers, employees and agents, against any and all liability, claims and costs of whatever kind and nature, for injury to or death of any person or persons, and for

loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this agreement or omissions of Agency's employees, agents or representatives.

12. INSURANCE: The Agency performing services for the State of Wisconsin shall:
 - A. Maintain worker's compensation insurance or self-insure for all employees engaged in the work.
 - B. Maintain commercial liability and property damage insurance or equivalent protection against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out the agreement. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
 - C. Provide an insurance certificate indicating this coverage, counter-signed by an insurer licensed to do business in Wisconsin, covering the period of the agreement/contract. The insurance certificate is required to be presented prior to the issuance of the purchase order or before commencement of the agreement.
 - D. The state reserves the right to require higher or lower limits where warranted.
13. NONDISCRIMINATION: In connection with the performance of work under this agreement, the Agency agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in section 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Agency further agrees to take affirmative action to ensure equal employment opportunities. The Agency agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Department setting forth the provisions of this nondiscrimination clause. Failure to comply with the conditions of this clause may result in the Agency being declared an "ineligible" agency, termination of the agreement or withholding of payment.
14. AFFIRMATIVE ACTION: If this agreement is for an amount of fifty thousand dollars (\$50,000) or more the Agency agrees to submit a written affirmative action plan to the Department within 15 business days after the agreement commences if an acceptable plan is not already on file with the State of Wisconsin. (An agency with an annual work force

of fewer than fifty employees are exempted from this requirement.) Failure to comply with the conditions of this clause may result in the Agency being declared an "ineligible" agency, termination of the agreement or withholding of payment.

15. GUARANTEED DELIVERY: Failure of the Agency to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Agency liable for all costs in excess of the agreement price when alternate procurement is necessary. Excess costs shall include the Department's administrative costs.
16. FUNDING SOURCE: This agreement is funded in part or wholly by grants from the U.S. Environmental Protection Agency, CFDA# 66.469. This procurement will be subject to regulations contained in 2 CFR 200. Neither the United States nor the U.S. Environmental Protection Agency is a party to this agreement.
17. APPLICABLE LAW: This agreement shall be governed by the laws of the State of Wisconsin. The Agency shall at all times comply with all federal, state and local laws, ordinances, and regulations in effect during the period of this agreement.
18. ANTITRUST ASSIGNMENT: The Agency and the Department recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the Department. Therefore, the Agency hereby assigns to the Department any and all claims for such overcharges as to goods, materials or services purchased in connection with this agreement.
19. PAYMENT TERMS AND INVOICING: Payment shall be considered timely if the payment is mailed, delivered, or transferred by the later of the following:
 - A. The date specified on a properly completed invoice for the amount specified in the order or agreement, or
 - B. Within thirty (30) days after receipt of a properly completed invoice or receipt and acceptance of the property or service under the order or agreement or within thirty (3) days after receipt of an improperly completed invoice or receipt and acceptance of the property or service under the order or agreement, whichever is later if the Department does not notify the sender of receipt of an improperly completed invoice within ten (10) working days after it receives the invoice of the reason it is improperly completed.
20. TAXES: The Department is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of all federal tax and Wisconsin sales or use tax on its purchases. The State of Wisconsin does not issue a tax exempt number for state agencies. The Department may be subject to other states' taxes

on its purchases in that state depending on the laws and of that state. An agency performing construction activities are required to pay state use tax on the cost of materials.

21. TAX DELINQUENCY: An agency who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.
22. ADDENDUM: Additional conditions are attached as Exhibit A, as part of the federal Grant Agreement No.GL00E003490 funding this award. It is the responsibility of the agency to determine which, if any, of the Federal Administrative Conditions in Exhibit A may be relevant to the agency or their sub awards, and to apply them accordingly.

The undersigned, as representatives of their respective agencies, hereto agree to this agreement.

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

Date _____

By _____
Adam N. Payne, Secretary

CITY OF GREEN BAY

Date _____

By _____
Name, title

Date: 9/25/2023

Scope of Work

Wisconsin DNR Office of the Great Waters

Project Title: Joliet Park Shoreline and Fish Reef Restoration – Planning and Design

AOC: Lower Green Bay & Fox River

Project Applicant: Kaurie Mihm, Parks Planner, City of Green Bay
100 N Jefferson St Ste 510, Green Bay, WI 54301
(920) 448-3382
Kaurie.Mihm@greenbaywi.gov
UEI: ZCUZDCHFP7C6

WDNR Project Manager: Mandy Mellinger, AOC Project Management Specialist
(920)-396-6044
mandy.mellinger@wisconsin.gov

Project Location: Lower Green Bay & Fox River Area of Concern, Joliet Park (Figure 1)

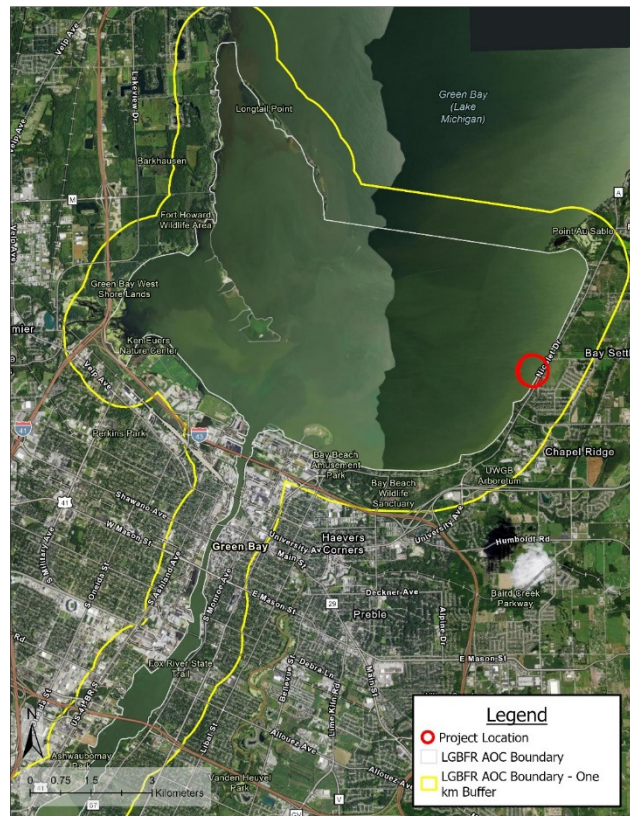


Figure 1. Joliet Park project location within the LGBFR AOC.

Date: 9/25/2023

Project Background/Rationale:

Joliet Park is one of the few public parks on Green Bay's East Shore within the LGBFR AOC boundaries and provides the public with about 300 meters of walkable shoreline. The project area is comprised of 2 of the 18 priority habitats defined in the LGBFR AOC Habitat Restoration Plan (Figure 2). Restoration efforts within Joliet Park are anticipated to provide direct benefits to at least 7 of 22 priority populations listed in the LGBFR AOC Habitat Restoration Plan.



Figure 2. Priority Habitats within the Joliet Park Shoreline and Fish Reef Restoration project area – Green Bay Open Water (blue) and Other Forest (green).

The nearshore area adjacent to Joliet Park currently provides some important walleye habitat. Historically, gravel aggregate extended approximately 55' from the shoreline. In late 1999 - early 2000, Walleyes for Tomorrow funded the installation of a spawning reef which added another 30' of 2" – 6" limestone aggregate to the existing gravel aggregate. Though the reef provides some opportunity for angling walleye during the ice fishing season, it likely needs to be repaired and may need to be extended to improve accessibility during low-water periods. Furthermore, results from a study conducted from 2018 - 2020 assessing Benthic Community and Habitat Suitability in partnership with UW-Green Bay identified hard substrates nearshore around the 6 – 7 ft contours transitioning to primarily sandy substrates further offshore. These results indicate that increasing hard substrate availability offshore beyond these contours may create more suitable habitat accessible to shoreline fish during low water periods and will likely benefit native freshwater unionid mussels as well.

Date: 9/25/2023

Vegetation management is another prominent element in the project scope as invasive plant species such as Amur Honeysuckle, Garlic Mustard, Common Buckthorn, and Glossy Buckthorn occur throughout the terrestrial forested area of Joliet Park. The incorporation of native plant species will be crucial for improving biodiversity, habitat health, and reducing the risk of increased shoreline erosion with the removal of invasive species.

Lastly, while Joliet Park has historically been managed as a passive greenway and provides a unique public recreational opportunity along the East Shore of Green Bay, improvements to the parking area, walking trails, and shoreline are needed to address accessibility and habitat concerns. Recent high-water events have caused significant shoreline erosion creating concerning conditions for public safety and habitat integrity. Responses from a 2020 WDNR public survey suggest that this area would benefit from recreational and accessibility improvements.

Proposed Work:

The City of Green Bay (City) and WDNR are entering into this project with a shared vision of restoration and an approach of collaboration. It is the intent of all to complete a project that benefits the fish and wildlife of the AOC and the community while fitting into the site and regulatory constraints.

This project scope focuses primarily on adding rocky substrates for fish and mussel habitat and vegetation management in the existing forested area at the park. Vegetation management activities will include the removal of invasive species and/or aggressive native species and the incorporation of native seeds/plantings (where appropriate). Appropriate methods, locations, quantities, and placement of in-water habitat structures will be identified by the project team during the planning/design phase.

Activities during this phase of the project will contribute to the development of a design and plan to increase quality scores for the following AOC priority habitats defined in the [LGBFR AOC Habitat Restoration Plan](#):

- **Green Bay Open Water**
- **Other Forest** – approximately 5 acres

The habitat improvements listed above are anticipated to provide direct benefits to the following AOC priority populations defined in the [LGBFR AOC Habitat Restoration Plan](#):

- **Shoreline Fish** – 1.0 DHA units added
 - Adult target species: Smallmouth bass
 - Juvenile/YOY target species: Smallmouth bass OR Walleye
- **Native Freshwater Unionid Mussels** – 0.5 DHA units added
- **Waterfowl (migratory)** – improved IEC metrics
- **Bald Eagle/Osprey** – improved count-based metrics

The City of Green Bay shall solicit and retain a consultant that will produce a restoration plan/90% design by leading the efforts including but not limited to:

- Evaluate the condition of the existing walleye reef and nearshore aquatic habitat. Recommend and design aquatic habitat enhancements that will benefit target fish species (Walleye and Smallmouth bass).

Date: 9/25/2023

- Evaluate conditions of terrestrial habitat and develop an invasive species management and native vegetation restoration plan.
- Map the extent of shoreline erosion and develop strategies for stabilization and potential stormwater management.
- Develop an Engagement and Outreach Plan to solicit community input starting early in the design process on ways to make the park more accessible and funding mechanisms to achieve ancillary project goals (e.g., walkway to water, improved parking lot, improved walking trails, etc.).
- Develop a long-term maintenance plan describing any necessary project element maintenance requirements and possible future funding mechanisms.

The project team must ensure that all the elements of the project (habitat, stormwater, infrastructure) work together from an engineering, budget, schedule tracking, and landscaping design and maintenance standpoint.

In a collaborative approach to assure successful completion of the project scope, City of Green Bay shall:

- Provide access to its properties for the scope of this work to be conducted
- Administer the funding according to the aid agreement and scope of this work
- Hire a qualified Consultant(s) to carry out this scope of work
- Assist WDNR with drafting an RFP
- Post RFP to the City of Green Bay's website for solicitation
- Submit Quarterly Progress Reports and Invoices to the WDNR PM
- Submit Final Project Portfolio to the WDNR PM
- Obtain necessary approvals from City boards and local entities
- Work with WDNR to ensure that the project design meets the AOC fish and wildlife restoration goals to the WDNR and US EPA satisfaction
- Work with WDNR and appropriate partners to ensure there is opportunity for input and participation from stakeholders in the area
- Review all Consultant and subconsultant invoices and change orders to assure that all work included is complete before submitting an invoice to WDNR for reimbursement
- Work jointly with WDNR complete the scope of work to the best of your ability by March 1st, 2025
- Assure maintenance of project elements post-implementation as the landowner

WDNR shall:

- Provide funding for the execution of this Scope of Work in the amount specified in the *Project Budget* section
- Provide oversight on the GLRI funding agreements
- Collaborate on the development of an RFP that the City of Green Bay will post to their website for solicitation and participate in the selection of a qualified Consultant
- Provide any necessary information collected as part of other AOC and fish and wildlife related projects
- Recalculate estimated fish and wildlife BUI condition score improvements based on the Final Project Design
- Complete and provide reports for Cultural Resource Due Diligence & Section 106 coordination with assistance from the Consultant*:
 - Delineate the area of potential effects (APE)
 - Provide a map or site figure

Date: 9/25/2023

- Identify any previous archaeological surveys or documentation of historic properties (including nearby relevant areas)
- Conduct desktop reviews and/or field surveys as appropriate
- Identify any historic properties
- Identify relevant consulting parties for the project as appropriate
- Involve the public – both before and after determination of effect as appropriate for the project and identify how the public was involved
- Submit report(s) of investigation along with SHPO consultation form to EPA for Review
- Following EPA review, submit SHPO form and reports to SHPO (GLNPO to send letter to applicable parties/tribes)
- Review and approve drafts, work products, change orders, invoices, and deliverables in a timely manner
- Provide notice on the WDNR public meetings calendar and other relevant platforms/listservs to engage and communicate with interested stakeholders

The selected Consultant shall:

- Schedule and facilitate a project design kickoff meeting and monthly meetings (at a minimum) to review project status and address planning and design issues with the Project Team and other partners as necessary, send the project team a meeting agenda prior to each meeting, and provide a summary of findings and meeting minutes in report format.
- Complete relevant baseline surveys (topographic, bathymetric, soil, habitat, fish and wildlife populations, etc.).
 - Topographic/Bathymetric/Soil: Maps and photos must be submitted in appropriate spatial format and collected with GPS with 95% accuracy so data can be used in ArcGIS. The referencing system and datum must be documented for all data collected.
 - Fish and Wildlife Habitat and Populations: Maps of existing herbaceous and woody plant communities with survey points/transects and survey areas shown. These surveys will follow the appropriate metrics for calculating individual priority habitat condition scores.
- Assist WDNR with Cultural Resource Due Diligence and section 106 activities listed above as needed.
- Develop a Basis of Design (BOD) Report:
 - An interim BOD Report encompassing all data, analyses, results, and any additional work or information collected under the scope of this work with design recommendations for priority habitat enhancements will be presented to the project team. The BOD should also include climate resiliency and environmental justice narratives. Feedback on the BOD will be collected and used to develop a 30%, 90%, and Final Project Design.
- Develop a Final Project Portfolio including:
 - The Final Design specifications outlined above,
 - A monitoring and maintenance plan to implement following future project implementation that is cost-effective, realistic, and reflects input from the landowner and relevant partners,
 - All federal, state, and local permit applications and relevant regulatory approvals,
 - Materials to ensure compliance with all state and federal laws, including but not limited to the National Historic Preservation Act, National Environmental Policy Act, and Endangered Species Act to streamline the Section 106 process*,
 - A construction bid package for the final design,

Date: 9/25/2023

- A summary of partner and stakeholder engagement (project team meeting minutes, public feedback/information summaries and electronic copies of meeting materials).
- Once the full site design has been completed, provide permitting assistance and develop and administer a construction bid package for implementation of the project. Subsequent funding requests will be made to support project implementation.

Climate Resiliency:

The project scope already contains efforts to address climate resiliency of the system such as improving habitat for walleye - one of the most prized fish species in Wisconsin and specifically susceptible to climate change impacts and enhancing habitat suitable for climate refugia (Hansen et al., 2017). On the other hand, climate change still poses a threat to these elements themselves and other elements in the Joliet Park project scope including spawning reef accessibility during low-water levels, shoreline impacts from increased water levels and wave action (especially after the removal of invasive species), and vegetation tolerance with shifting annual and seasonal temperatures as well as increased wind and wave action.

To ensure resiliency of project efforts, the City of Green Bay must solicit and retain a Consultant that will consider [Strategies for Adapting Great Lakes Coastal Ecosystems to Climate Change](#) and/or any other necessary climate adaptation framework during the planning and design phase and include a narrative in the BOD explaining how climate resiliency was considered, how climate resilience will be integrated into the project design, and how to ensure and maintain resiliency of project elements.

Collaboration with Partners:

A project team made up of representatives from the WDNR and the City of Green Bay will ensure coordination and continuous interaction between parties. At a minimum, the project team will include the respective project managers (PM) for both agencies and will utilize collaborative decision-making. It is recognized that the projects must meet the GLRI funding goals and criteria. It is WDNR's responsibility throughout the grant period to ensure satisfaction of these goals and criteria for meeting AOC program goals.

WDNR will be responsible for providing grant oversight. WDNR will subaward GLRI grant funds to the City of Green Bay to provide oversight for this project. The WDNR and City of Green Bay PMs will collaborate to develop a RFP that the City will post on their website to solicit a Consultant who will lead project design activities. The project management team will participate in consultant solicitation, pre-bid meetings, progress meetings, discuss change orders, and provide updates. The team shall function within the framework of funding regulations, state statutes, city ordinances, and city procurement procedures.

The WDNR and City of Green Bay PMs will organize technical and outreach teams which may consist of (but not limited to) individuals from the following agencies/organizations: UWGB, USFWS, Ducks Unlimited, Walleyes for Tomorrow, Musky Alliance, and Green Bay Duck Hunters Association to convene during the planning and design phase. The technical team will discuss appropriate steps to finalize a design such as necessary pre-implementation monitoring, private landowner concerns, and share professional knowledge pertaining to the vegetation and wildlife relevant to this project as well as provide professional input on project elements.

Beginning early and continuing throughout the design process, the Consultant, in collaboration with the City of Green Bay and WDNR, will solicit community input that will be incorporated into the project

Date: 9/25/2023

design (as should be outlined in an Engagement and Outreach Plan). Nicolet Drive Neighborhood Association will be a key stakeholder throughout the design process due to their proximity to the project area, however, input from park users throughout the community and other interested stakeholders shall also be solicited. For public meetings, WDNR will be responsible for notifying interested stakeholders on the WDNR public meetings calendar and the City of Green Bay will be responsible for notifying stakeholders by other relevant means and platforms utilized by the City.

Environmental Justice Considerations:

Although the Joliet Park project area is not located directly within an underserved community, this project provides a unique opportunity to improve accessibility and minimize environmental hazards to allow citizens to enjoy Green Bay's resources, provide the community with a high-quality greenspace suitable for a variety of recreational uses, and expand upon environmental education opportunities within the Green Bay area more readily.

Joliet Park not only provides the community one of the only public spaces on the east shore of Green Bay but also one of the only publicly accessible stretches of walkable shoreline in the area. Members from the community have expressed their interest in increasing access to the shoreline in a public survey conducted in 2020. This project provides opportunity to ensure equitable distribution of environmental benefits and protection from environmental hazards. Feedback from the 2020 public survey as well as additional citizen solicitation will be integrated into project plans. The anticipated outcome is to provide the public safe and easy access to the shoreline and throughout the park's walking trails.

In order to ensure benefits of this project are accessible to everyone across a diversity of backgrounds, the City of Green must solicit and retain a consultant that will explore methods of incorporating environmental justice into the project design, which may include but is not limited to the following:

- Evaluate the extent of bank erosion and identify resilient methods for stabilization,
- Evaluate condition of terrestrial walking trails and parking area and identify necessary improvements,
- Review demographic information of communities/schools in proximity of project area
- Solicit community feedback and explore methods to incorporate prevalent needs into project design (e.g., accessibility concerns, safety concerns, recreational opportunities, etc.),
- Explore methods for community engagement/outreach to incorporate into the project design (e.g., language inclusive signage, educational outreach signage, land acknowledgement signage, etc.),
- Provide an environmental justice narrative in the BOD explaining what approaches were taken to consider environmental justice in the project design, any data used to determine environmental justice factors relevant to the project area, and status of the above actions.

Timeline:

Project duration: July 1, 2023 – March 1, 2025

The following project schedule is subject to change. Any changes to the schedule will be communicated amongst the project team and should be summarized in quarterly progress reports.

Date: 9/25/2023

Task	2023											
	Jul	Aug	Sep	Oct	Nov	Dec						
RFP posted for consultant solicitation												
Finalize SOW/Aid Agreement between City & WDNR												
Consultant selection												
Finalize contract between City and Consultant												
Host public meeting to solicit community input prior to design development												
QAPP development & approval												
Task	2024											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
QAPP development & approval (cont'd)												
Quarterly Report & Invoice to DNR due January 10 (Q1, invoice #1)												
Compile existing data & complete field surveys												
Present existing conditions to Project Team/develop initial BOD criteria												
Quarterly Report & Invoice to DNR due April 10 (Q2, invoice #2)												
Present draft BOD to Project Team												
Quarterly Report & Invoice to DNR due July 10 (Q3, invoice #3)												
Present BOD to stakeholders												
Finalize Concept Plan & BOD report												
Final Design Development												
Quarterly Report & Invoice due October 10 (Q4, invoice #4)												
Develop implementation grant proposal												
Permit pre-application meetings & SHPO consultation												
Task	2025											
	Jan	Feb	Mar									
Quarterly Report & Invoice to DNR due January 10 (Q1, invoice #5)												
Present Final Design to Project Team												
Host public meeting to present Final Design												
Submit Final Project Portfolio												
Bidding activities (contingent)												
Final Report & Invoice to DNR due March 10 (Q2, invoice #6)												
Grant closeout												

Date: 9/25/2023

Tasks and Deliverables:

The following is a list of tasks and associated deliverables that must be completed by project closeout (March 1, 2025). The City of Green Bay PM must work with the project team to ensure timeliness and quality of all deliverables aligning with the project schedule. All work products must be approved by WDNR, submitted to the WDNR PM, and will be retained as property of WDNR as well as the City of Green Bay. All work shall be performed in strict accordance with the policies and procedures of the WDNR. Any reports, fliers, and other outreach materials developed must acknowledge the funding source (i.e., US EPA GLRI and WDNR logos).

A. Consultant Solicitation

The City of Green Bay PM will work with the WDNR PM to draft, review, and finalize a request for proposals (RFP) to solicit a consultant to complete restoration activities at Joliet Park and work with the team to ensure project success post-implementation. The City of Green Bay will be responsible for posting the RFP to their website and taking questions and addressing them in an amendment during the solicitation process. The City of Green Bay PM will lead the effort to hire the qualified Consultant. The WDNR PM and any other staff deemed necessary will participate on the selection team with the City PM to review and score proposals and hold interviews. The City shall hold a contract with the selected Consultant.

- Deliverable A.1. – RFP posted to the City of Green Bay website
- Deliverable A.2. – Signed contract between City of Green Bay and selected Consultant

B. Project Management and Coordination

The City of Green Bay will solicit and retain qualified Consultant to provide project management services under the direction of a Consultant Team Project Manager (PM) who shall have overall responsibility for coordination, management, and monthly reporting of the Consultant team activities to the City of Green Bay PM. Project management services, at a minimum, shall include the following:

B.1. Project Design Kickoff Meeting

The selected Consultant shall coordinate and schedule a project design kickoff meeting. Those in attendance shall include the Consultant PM and other key Consultant personnel, the City and WDNR PMs, and other appropriate City and WDNR personnel. The purpose of the kickoff meeting will be for staff to meet and discuss general topics such as project goals, procedures, any foreseen issues, project timeline, and information needs.

- Deliverable B.1.1 – Project design kickoff meeting agenda sent to the team beforehand by the Consultant
- Deliverable B.1.2. – Project design kickoff meeting minutes provided by the Consultant

B.2. Project Schedule and Fee Expenditure Forecast

The selected Consultant shall prepare and submit a timeline (incorporating input and feedback from the project management team) including project tasks and key milestones and a fee expenditure forecast so the project management team can monitor design progress.

- Deliverable B.2. – Project timeline and fee expenditure forecast prepared by the Consultant

Date: 9/25/2023

B.3. Quality Control

The selected Consultant shall prepare a Quality Assurance Project Plan (QAPP) in accordance with federal funding conditions. The Consultant must coordinate with the WDNR PM and Quality Assurance Coordinator to gain approval of the QAPP before beginning any field data collection.

- Deliverable B.3. – WDNR approved QAPP prepared by the Consultant

B.4. Progress Meetings

The selected Consultant shall coordinate, schedule, and attend monthly progress meetings with the Project Team and other invitees, as necessary. The Consultant shall prepare supporting materials as necessary and be prepared to report out to the team on, but not limited to, project status, timeline and budget updates, any issues affecting progress or that may arise, planned activities, and action items. Progress meetings may be conducted remotely or in-person at a site agreed upon by the Project Team.

- Deliverable B.4.1. – Progress meeting agenda sent to the Project Team by the Consultant before each meeting
- Deliverable B.4.2. – Progress meeting minutes sent to the Project Team by the Consultant after each meeting

B.5. Invoicing and Reporting

The City of Green Bay shall solicit and retain a qualified Consultant that shall submit invoices and progress reports to the City of Green Bay PM on a monthly basis. Billings shall be itemized for the actual net costs incurred. Fees invoiced must be commensurate with progress towards completion of deliverables. Pay request formats shall match as closely as possible to the cost proposal format. Each category from the cost proposal shall detail, by task, the hours, and costs of each staff level. Copies of all staff timesheets or summary time data used to invoice pay requests should be attached to the invoice. All receipts for equipment, materials, and other expenses shall be attached to the pay request. Discrepancies in dates and dollar amounts justify reason to request revision and clarification. Progress reports shall be submitted with invoices detailing activities conducted, budget update, timeline status and update, planned activities for the next month, and any issues encountered (including delays or deviations from the original project timeline or other setbacks) during the month and how they were addressed. the accomplishments for the period on the request. The monthly reports shall consist of narrative status reports, project schedule, and cost updates. The status reports should include an identification and evaluation of project accomplishments, constraints, and issues that may affect project design or construction costs.

Invoices from the Consultant will be paid by the City of Green Bay and the City PM will then submit invoices to the WDNR PM by email for reimbursement.

The City of Green Bay shall prepare Quarterly Progress Reports and invoices summarizing amount expended and budget update, activities conducted, schedule status, planned activities for the following quarter, and any issues encountered (including delays or deviations from the original schedule or other setbacks) during the quarter and how they were addressed. WDNR considers discrepancies in dates and dollar amounts reason to request revision and clarification.

- Deliverable B.5.1 – Invoices with monthly progress reports sent to the City of Green Bay by the Consultant
- Deliverable B.5.2. – Invoices and progress reports submitted to the WDNR PM on a quarterly basis (October 1, January 1, April 1, and July 1)

Date: 9/25/2023

B.6. Community Engagement and Outreach

The City of Green Bay shall solicit and retain a qualified Consultant who will provide outreach activities to solicit additional stakeholder and public input. This includes attending Fish and Wildlife Technical Advisory Committee meetings to present the project concept plan, gathering and incorporating feedback (as appropriate), and presenting the Final Design. The Consultant shall develop a project-specific Engagement and Outreach Plan to be used by the Project Team to ensure the community will be informed and involved throughout all phases of this project. The Engagement and Outreach Plan may include, but is not limited to, strategies to solicit community input and feedback on the project design, how community outreach elements may be incorporated into the design, and how community engagement may be considered post-implementation. Gather feedback from the City and WDNR PMs before finalizing the Plan. The Consultant shall begin soliciting community input early in the planning and design phase in coordination with the Project Team. In coordination with the Project Team, the Consultant shall schedule and facilitate two public meetings to share project information, answer questions, and solicit input. The Consultant shall prepare supporting materials (i.e., PowerPoints and handouts) for public meetings and outreach and engagement events planned in coordination with the Project Team. Lastly, the Consultant shall prepare a written summary of community and stakeholder engagement which should include public input and feedback, community/park user information summaries, and electronic copies of supporting materials.

The City of Green Bay shall include appropriate public input processes and notices during the project design phase of the project on their website and other necessary means. WDNR will include public input processes on the WDNR public meetings calendar and other appropriate listservs/platforms.

- Deliverable B.6.1. – Engagement and Outreach Plan developed by the Consultant
- Deliverable B.6.2. – Summary of findings and public meeting minutes prepared by the Consultant

C. Engineering Design Services

The City of Green Bay shall solicit and retain a qualified Consultant to develop detailed engineered plans and specifications for the Joliet Park shoreline, fish reef, and nearshore habitat restorations in accordance with the project description and goals, AOC priority habitat and population restoration goals and metrics, and stakeholder and community input and feedback.

C.1. Documentation of Existing Conditions

The selected Consultant shall review and compile existing data, identify data gaps, and determine what additional documentation of existing conditions is necessary, and complete field surveys necessary to achieve project goals. Required studies will include, but are not limited to topographic, bathymetric, soil quality, wetland delineation, stormwater influence, habitat, vegetation, groundwater. Site visits and desktop reviews to verify existing utilities and any other obstructions will also be necessary when documenting existing conditions. The Consultant shall communicate these findings to the Project Team and prepare plans to address gaps and mitigation efforts necessary to address concerns. Compile and summarize this data in appropriate format (e.g., maps, excel spreadsheets, tables) into a Technical Memorandum report that highlights key findings. The Technical Memorandum should include a description of assessments completed, methodology, data collected, and recommendations. The Consultant shall also identify the need for a stormwater and/or soil management plan.

- Deliverable C.1. – Draft and Final Technical Memorandum prepared by the Consultant

Date: 9/25/2023

C.2. Concept Plan and Basis of Design (BOD) Development

The selected Consultant shall prepare a BOD report including the results of all environmental assessments and desktop reviews used to generate the design concept, concept drawings, narratives explaining how climate resiliency and environmental justice will be incorporated into the project design (see Climate Resiliency and Environmental Justice Consideration sections), any additional work or information needed to achieve overall project goals, and engineer's estimate of probable construction costs. The Consultant will present a draft BOD to the team and collect feedback to incorporate into the final BOD. The Consultant will present the final BOD to technical and community stakeholders. All feedback gathered will be considered during Final design preparation.

- Deliverable C.2. – BOD Report prepared by the Consultant

C.3. Final Project Portfolio Preparation and Submittal

The selected Consultant must prepare a Final Project Portfolio including detailed engineered plans and specifications for the Joliet Park Shoreline and Fish Reef Restoration project. Plans shall be based on site survey data and information gathered via desktop review completed in preparation for BOD and include any feedback given from the project technical team and community stakeholders. The Consultant shall coordinate review of the 60%, 90%, and Final design with updated timelines and costs with project technical team. All plans shall include feedback gathered from the project technical team and community stakeholders as well as any necessary due diligence actions resulting from existing site conditions, updated wetland delineation (as necessary), and a stormwater management plan to minimize runoff impacts into the Green Bay. The Consultant shall perform an analysis of construction options necessary for habitat restoration and evaluate any constructability issues involved with implementing the project. A site-specific maintenance plan describing all necessary project element maintenance requirements and future funding mechanisms and cost estimates should also be included in the Final Project Portfolio for landowner use post-project implementation. Lastly, all permitting and regulatory materials (see section *E. Preparation of Permitting and Regulatory Compliance Packages*), a complete bid package (see section *F. Preparation of Bid Documents*), all project team and public meeting minutes, and stakeholder and public engagement activities should be included in the Final Project Portfolio. Photo documentation of events is encouraged and may be included in the Final Project Portfolio in .jpeg format with photo credits for potential use in publications or outreach materials. The City of Green Bay PM will submit the Final Project portfolio to the WDNR PM.

- Deliverable C.3.1. – 60%, 90%, and Final Design reports including design drawings and specifications suitable for construction bidding and updated timelines and costs prepared by the Consultant
- Deliverable C.3.2. – Public Final Design presentation and supporting materials prepared by the Consultant

D. Preparation of Permitting and Regulatory Compliance Packages

The City of Green Bay will solicit and retain a qualified Consultant that will coordinate with City and WDNR PMs to prepare and submit all applicable federal, state, and local permit applications for the Joliet Park Shoreline and Fish Reef Restoration project as required. This includes preparing materials and ensuring compliance with, but may not be limited to, National Historic Preservation Act, National Environmental Policy Act, Endangered Species Act, and Wisconsin Adm. Codes related to contaminated sediment sites, historic fill exemption, sediment investigation, aquatic plant management, and waterway and wetland activities.

Date: 9/25/2023

- Deliverable D.1. – Regulatory review/permit application meetings with appropriate regulatory agencies scheduled and facilitated by the Consultant
- Deliverable D.2. – Copies of all permitting and regulatory materials, reports, and correspondence in electronic and paper formats provided by the Consultant

E. Preparation of Bid Documents – Contingent

The City of Green Bay will solicit and retain a qualified Consultant that will utilize consolidated plan sets to create construction bid packages for implementation bidding, a common bid form, and a front-end document.

- Deliverable F.1. – Construction bid package in electronic and paper formats prepared by the Consultant

Project Budget:

	Year 1	Year 2	Total
Personnel			
Fringe Benefits (48.07%)			
Travel			
Equipment			
Supplies			
Contractual	\$137,500	\$137,500	\$275,000
Other Costs			
Total Direct Charges			
Indirect Charges (14.92%)			
Total Cost	\$137,500	\$137,500	\$275,000

Budget Detail:

The City of Green Bay will solicit full project design through a competitive process once approved by the City Council.

References:

Hansen, G. J. A., Read, J. S., Hansen, J. F. and Winslow, L. A. 2017. Projected shifts in fish species dominance in Wisconsin lakes under climate change. Glob Change Biol, 23: 1463-1476. <https://doi.org/10.1111/gcb.13462>

Kupsky, B. & Stevens, A. 2020. Lower Green Bay & Fox River Area of Concern Final Management Action Plan. WDNR. Lower Green Bay & Fox River AOC Biota Committee.

Exhibit A

GL-00E03490-1 updates as of 9/9/2023

GL-00E03490-0 original

Administrative Conditions

THE FOLLOWING PROGRAMMATIC TERM AND CONDITION HAS BEEN UPDATED:

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

Federal Financial Reports (SF-425): rtpfc-grants@epa.gov and young.robert@epa.gov
 MBE/WBE reports (EPA Form 5700-52A): **Michael Tukes at tukes.michael@epa.gov and Robert Young at young.robert@epa.gov**

All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: **Jennifer Conner at conner.jennifer@epa.gov and Robert Young at young.robert@epa.gov**

Payment requests (if applicable): **Jennifer Conner at conner.jennifer@epa.gov**

Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: **Jennifer Conner at conner.jennifer@epa.gov**

ALL OTHER ADMINISTRATIVE TERMS AND CONDITIONS REMAIN THE SAME

Programmatic Conditions

THE FOLLOWING PROGRAMMATIC TERM AND CONDITION HAS BEEN UPDATED:

A. Performance Reporting and Final Performance Report

In accordance with 2 CFR 200.329, the recipient agrees to submit performance reports that include brief information on each of the following areas: 1) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period; 2) The reasons why established outputs/outcomes were not met; and 3) Additional pertinent information, including, when appropriate, analysis and explanation of cost overruns or high-unit costs.

Additionally, the recipient agrees to inform EPA as soon as problems, delays, or adverse conditions which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan are known.

1. Semi-annual progress reports: Starting with the first full reporting period after the issuance of the award, the recipient shall submit semi-annual progress reports (electronically) to the EPA Project Officer by **April 15 but no later than April 30 and by October 15 but no later than October 30** of each year, through the life of the assistance agreement. Reporting periods shall be the 6-month periods from October 1 to March 31 and

April 1 to September 30. Progress reports shall document progress in writing and in pictures, for the project during the immediately preceding reporting period and must contain sufficient information in order to ascertain that the workplan is being carried out as specified in the assistance agreement. Progress reports shall describe all of the following that apply:

(a) Work accomplished for the period, quantifying results achieved. Specify any incremental and cumulative (from October 1, 2014 on) results achieved during the reporting period for all applicable GLRI Action Plan III measures (*i.e.*, the number of responses, exercises, acres, and/or miles for measures on the list at on page 5 of the GLRI Action Plan III:

<https://www.epa.gov/sites/production/files/2019-10/documents/glri-action-plan-3-201910-30pp.pdf>), in accordance with any direction provided by your EPA project officer and the GLRI Action Plan III Measures Reporting Plan as periodically updated by the EPA at < <http://www.epa.gov/great-lakes-funding>>, particularly:

1.1.1 – Areas of Concern where all management actions necessary for delisting have been implemented.

4..1.1 Acres of coastal wetland, nearshore, and other habitats restored, protected, or enhanced.

- (b) Object Class Category changes;
- (c) Corrective actions;
- (d) Projected new work;
- (e) Percent completion of scheduled work;
- (f) Percent of budgeted amounts spent;
- (g) Any change in principal investigator;
- (h) Any change needed in project period,
- (i) Date and amount of latest drawdown request; and
- (j) Delays or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the assistance agreement workplan.

The EPA Project Officer must be able to determine that all mission support products, services, information or data generation and use, including technology development and verification, is performed in accordance with EPA policies and the assistance agreement. To develop your progress report you may use the outline at <<http://www.epa.gov/great-lakes-funding>>.

2. Final Report: The Final Report shall incorporate project outputs and summarize the nature and extent of the project, methodologies employed, significant events and experiences, a compilation of the data collected, and results achieved. Results shall include the cumulative results achieved during the project period for all applicable GLRI Action Plan III measures described in element 1 of the Semiannual Progress Report condition above.

The final report shall also include analysis of the data, conclusions, and recommendations. The final report shall incorporate photo documentation of the project and environmental progress under the project at appropriate phases, and appropriate illustrations, diagrams, charts, graphs, and maps to express the data and findings. In order for the report writing costs to be eligible under the award, they must be incurred before the project end date. Electronic and paper versions of the **Final Report shall be submitted no later than 120 days after the end of the project period.** All work products shall carry attribution to the U.S. EPA Great Lakes Restoration Initiative for funding assistance and should also acknowledge significant contributions by others. If applicable, the Final Report shall include:

- A database (Excel or similar format) of field and laboratory data including but not limited to latitude-longitude, date, time, field observations, parameter data, laboratory analysis, QA duplicates/replicates
- Model files including input-output data, model code, model output, and peripheral and post-processing utilities.

3. Subaward Performance Reporting:

The recipient must report on its subaward monitoring activities under [2 CFR 200.332\(d\)](#). Examples of items that must be reported if the pass-through entity has the information available are:

- I. Summaries of results of reviews of financial and programmatic reports.
- II. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
- III. Environmental results the subrecipient achieved.
- IV. Summaries of audit findings and related pass-through entity management decisions.
- V. Actions the pass-through entity has taken to correct deficiencies such as those specified at [2 CFR 200.332\(e\)](#), [2 CFR 200.208](#) and the [2 CFR 200.339](#) Remedies for Noncompliance.

Subaward Programmatic Monitoring for Grants in Support of Areas of Concern or Lakewide Action and Management Plans

In addition to subaward monitoring and reporting requirements described in the **Performance Reporting And Final Performance Report** condition of this agreement, assistance agreement recipients who are issued non-competitive grants in support of Areas of Concern (AOC) or Lakewide Action and Management Plans (LAMPs), and who include subawards in their budget, must monitor subrecipient work to ensure that it meets the objectives of the AOC or LAMP.

ALL OTHER PROGRAMMATIC TERMS AND CONDITIONS REMAIN THE SAME

Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2022-or-later>.

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

Federal Financial Reports (SF-425): rtpfc-grants@epa.gov and young.robert@epa.gov
 MBE/WBE reports (EPA Form 5700-52A): region5closeouts@epa.gov and **Robert Young at young.robert@epa.gov**

All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: **Jennifer Conner at conner.jennifer@epa.gov and Robert Young at young.robert@epa.gov**

Payment requests (if applicable): **Jennifer Conner at conner.jennifer@epa.gov**

Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: **Jennifer Conner at conner.jennifer@epa.gov**

B. Pre-award Costs

In accordance with 2 CFR 1500.9, the grantee may charge pre-award costs (both Federal and non-Federal matching shares) incurred from **7/1/23** to the actual award date provided that such costs were contained in the approved application and all costs are incurred within the approved budget period.

Programmatic Conditions

A. Performance Reporting and Final Performance Report

In accordance with 2 CFR 200.329, the recipient agrees to submit performance reports that include brief information on each of the following areas: 1) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period; 2) The reasons why established outputs/outcomes were not met; and 3) Additional pertinent information, including, when appropriate, analysis and explanation of

cost overruns or high-unit costs.

Additionally, the recipient agrees to inform EPA as soon as problems, delays, or adverse conditions which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan are known.

1. Semi-annual progress reports: Starting with the first full reporting period after the issuance of the award, the recipient shall submit semi-annual progress reports (electronically) to the EPA Project Officer by **April 15 but no later than April 30 and by October 15 but no later than October 30** of each year, through the life of the assistance agreement. Reporting periods shall be the 6-month periods from October 1 to March 31 and April 1 to September 30. Progress reports shall document progress in writing and in pictures, for the project during the immediately preceding reporting period and must contain sufficient information in order to ascertain that the workplan is being carried out as specified in the assistance agreement. Progress reports shall describe all of the following that apply:

(a) Work accomplished for the period, quantifying results achieved. Specify any incremental and cumulative (from October 1, 2014 on) results achieved during the reporting period for all applicable GLRI Action Plan III measures (*i.e.*, the number of responses, exercises, acres, and/or miles for measures on the list at on page 5 of the GLRI Action Plan III: <https://www.epa.gov/sites/production/files/2019-10/documents/glri-action-plan-3-201910-30pp.pdf>) ,in accordance with any direction provided by your EPA project officer and the GLRI Action Plan III Measures Reporting Plan as periodically updated by the EPA at < <http://www.epa.gov/great-lakes-funding>>, particularly:

1.1.1 – Areas of Concern where all management actions necessary for delisting have been implemented.

4..1.1 Acres of coastal wetland, nearshore, and other habitats restored, protected, or enhanced.

- (b) Object Class Category changes;
- (c) Corrective actions;
- (d) Projected new work;
- (e) Percent completion of scheduled work;
- (f) Percent of budgeted amounts spent;
- (g) Any change in principal investigator;
- (h) Any change needed in project period,
- (i) Date and amount of latest drawdown request; and
- (j) Delays or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the assistance agreement workplan.

The EPA Project Officer must be able to determine that all mission support products, services, information or data generation and use, including technology development and verification, is performed in accordance with EPA policies and the assistance agreement. To develop your progress report you may use the outline at <<http://www.epa.gov/great-lakes-funding>>.

2. Final Report: The Final Report shall incorporate project outputs and summarize the nature and extent of the project, methodologies employed, significant events and experiences, a compilation of the data collected, and results achieved. Results shall include the cumulative results achieved during the project period for all applicable GLRI Action Plan III measures described in element 1 of the Semiannual Progress Report condition above. The final report shall also include analysis of the data, conclusions, and recommendations. The final report shall incorporate photo documentation of the project and environmental progress under the project at appropriate phases, and appropriate illustrations, diagrams, charts, graphs, and maps to express the data and findings. In order for the report writing costs to be eligible under the award, they must be incurred before the project end date. Electronic and paper versions of the **Final Report shall be submitted no later than 120 days after the end of the project period.** All work products shall carry attribution to the U.S. EPA Great Lakes Restoration Initiative for funding assistance and should also acknowledge significant contributions by others. If applicable, the Final Report shall include:

- A database (Excel or similar format) of field and laboratory data including but not limited to latitude-longitude, date, time, field observations, parameter data, laboratory analysis, QA duplicates/replicates
- Model files including input-output data, model code, model output, and peripheral and post-processing utilities.

B. Cybersecurity Condition

State Grant Cybersecurity

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure.

For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters

Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

C. Requesting Travel Costs

Time and travel costs along with participation in professional meetings and conferences funded under this agreement shall be reviewed by the EPA Project Officer in advance. Although EPA may have approved this type of activity as a component of the workplan, the recipient (or its representative) seeking to attend professional meetings and conferences not covered/approved in the original scope of work, must notify the EPA Project Officer identified on the first page of this agreement.

Travel Narrative

Specifically, **at least 30 days** in advance, the recipient shall notify the EPA Project Officer of any travel plans not previously detailed in the approved workplan by providing the Project Officer with a description of the event, the location of the event, the event sponsor, travel dates, the recipient's role in the event, the number of travelers and an itemized travel breakdown of costs ((per diem, mileage, lodging, parking/tolls, airfare). The request should also include a justification describing why this travel is a necessary part of this assistance agreement. The recipient understands that any travel revisions contributing to a rebudgeting of funds from other cost categories exceeding 10% of the total budget, or an increase in grant funds requires a formal amendment to this agreement.

International Travel (see also EPA General Term and Condition titled "Foreign Travel")

The recipient must request approval for International travel not approved in the workplan by submitting a request to the Project Officer **at least 30 days** in advance of incurring foreign travel costs. The recipient understands that if it incurs international travel costs of any kind without EPA's prior approval, it does so at its own risk.

D. Signage Requirements

The recipient is required to place a sign at each on-the-ground protection or restoration project supported under this award displaying the GLRI and EPA logos in a manner that

informs the public that the project is funded in part or wholly by the EPA. The sign must be placed in a visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the project period and for a reasonable time after the agreement project period, as determined by the recipient.

Recipients are required to comply with the sign specifications provided by the EPA Office of Public Affairs (OPA) available at: <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>. If the EPA logo is displayed along with the logos of other participating entities, the EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that the recipient received financial assistance from EPA for the project. As provided in the sign specifications from OPA, the EPA logo is the preferred identifier for assistance agreement projects and use of the EPA seal requires prior approval from the EPA. To obtain the appropriate EPA logo or seal graphic file, the recipient should send a request directly to OPA and include the EPA Project Officer in the communication. Instructions for contacting OPA is available at: <https://www.epa.gov/stylebook/using-epa-seal-and-logo>.

State agencies and agencies of political subdivisions of states must comply with 2 CFR 200.323, Procurement of recovered materials when procuring signage for projects funded by EPA assistance agreement. EPA encourages other recipients to use recycled or recovered materials when procuring signs.

Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

E. Public or Media Events

The Recipient agrees to notify the EPA Project Officer listed in this award document of public or media events or news releases publicizing the accomplishments or significant events as a result of this agreement, and provide the opportunity for attendance and participation or a statement by federal representatives with at least fifteen (15) working days' notice.

F. Health, Safety, and Environmental Compliance

All health, lab and field activities conducted for this project must be in accordance and compliance with all applicable health, safety and environmental laws, regulations and guidelines.

G. Management Practice

The recipient agrees to properly operate and maintain any best management practices or management practices implemented through this award in accordance with design standards and specifications. Further, when designing, implementing, and/or maintaining the project funded by this award, the recipient agrees to: 1) consider the potential impacts of climate change (e.g., increasing temperatures, higher water levels, more frequent and intense storms, greater wave energy, etc.) on the planned project; and 2) to the maximum extent feasible, incorporate resilience to the potential impacts of climate change into the design, implementation, and operations of the project.

H. Disposition of Wastes

Disposal of all wastes will be in accordance with State and Federal regulations, and is the responsibility of the recipient.

I. Timely Fiscal Expenditures

The recipient must ensure funds are expended timely commensurate to the progression of Project Activities. To ensure compliance with unliquidated obligations (ULO) policies, the recipient must **notify the EPA Project Officer** of potential drawdown delays that exceed 180 days.

J. QUALITY ASSURANCE

Please visit our [Quality Assurance Resources for Great Lakes Restoration Initiative Grantees](#) website for more information about GLRI requirements, tools, and resources.

Quality Assurance System

Scope:

Quality assurance (QA) applies to all agreements that involve environmental data operations, including environmental or scientific data and information collection, production or use. Environmental data operations include the acquisition, generation, compilation or use of environmental data and technology. These terms and conditions apply to all environmental programs included in the agreement's workplan that contain environmental data operations. Definitions applicable to these terms and conditions are in the following locations: Appendix A of EPA's [Quality Management Plan \(QMP\) Standard](#) and Appendix B of [EPA QA R-5: EPA Requirements for Quality Assurance Project Plans](#). Examples are included in the Example Activities Section at: [Quality Specifications for non-EPA Organizations to do business with EPA](#).

Sub-awards will include appropriate quality requirements for the work conducted through sub-agreements with other organizations. The prime recipient is accountable for all work performed on the project or program award including any portion of the external agreement work that the recipient awards to a sub-recipient.

Authorities, in accordance with:

- 2 CFR 1500.12;
- 40 CFR 35;
- [Policy and Program Requirements for the Mandatory Agency-wide Quality System, May 2000 CIO 2105.0](#);
- [EPA Quality Manual for Environmental Programs, May 2000 CIO 2105-P-01-0](#);
- [EPA Quality Management Plan \(QMP\) Standard](#);
- [EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans](#); and
- and as described by the [Office of Grants and Debarment Quality Assurance Requirements](#)

Communications:

The EPA Project Officer will provide the recipient with the EPA QA contact upon EPA's award issuance or upon request by recipient for pre-submittal questions and other communications regarding QA system document(s). A [list of QA managers](#) is posted on [EPA's Quality Program](#) website. The recipient agrees to include the EPA Project Officer on all written communications with the EPA QA contact.

GLRI Quality Documentation Requirements:

Recipients implementing environmental programs within the scope of the assistance agreement must submit an approvable Quality Assurance Project Plan (QAPP) at least **90** days prior to the initiating of data collection or data compilation. In accordance with 2 CFR 1500.12, the recipient must develop and implement quality assurance and quality control procedures, specifications and documentation sufficient to produce data of adequate quality to meet project objectives. A Quality Assurance Project Plan (QAPP) provides comprehensive details about the quality assurance, quality control, and technical activities that must be implemented to ensure that project objectives are met. The QAPP should be prepared in accordance with (IAW) [EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans](#).

The recipient agrees to ensure that no environmental data collection, production, or use occurs without QAPP approval by the EPA authorized reviewer except under circumstances requiring immediate action to protect human health and the environment or operations conducted under police powers. When substantive change is warranted, the recipient must modify the QAPP and submit the revision for EPA approval. Only after the revision has been received and approved shall the change be implemented.

When the recipient is delegating the responsibility for an environmental data collection or data compilation activity to another organization, the EPA Regional Quality Assurance Manager may allow the recipient to review and approve that organization's QAPP. The recipient must provide the approved QAPP to the EPA Project Officer. Additional information on these requirements can be found at EPA's [Implementation of Quality](#)

[Assurance Requirements for Organizations Receiving EPA Financial Assistance](#) website.

Recipients with an approved Quality Management Plan (QMP) shall continue to implement and adhere to the approved QMP. The recipient must provide project-level quality documentation to the EPA Project Officer prior to the initiation of relevant work activities. Additional information on these requirements can be found at EPA's [Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance](#) website.

K. Competency Policy

Competency of Organizations Generating Environmental Measurement Data

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at <https://www.epa.gov/sites/production/files/2015-03/documents/competency-policy-aaia-new.pdf> or a copy may also be requested by contacting the EPA Project Officer for this award.



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

September 27, 2023

PREPARED BY

AGENDA ITEM # E.2

Consideration with possible action on hiring Robert E. Lee & Associates, Inc. for \$229,316.40 to complete the necessary engineering for a habitat restoration project at Joliet Park.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Joliet Park RFP Scoring Results
2. REL - GB Joliet Shoreline Fish and Wildlife Habitat Restoration_FINAL

Joliet Park Habitat Restoration Project Consultant Proposal Review

	Consultant 1 Edgewater	Consultant 2 GEI	Consultant 3 Robert E. Lee
PROPOSED FEE	\$344,800.00	\$334,775.00	\$229,316.40
TOTAL POINTS	291	325	346

Point Scoring Evaluation Criteria

100 Points Max	Proposed Approach to Project
100 Points Max	Experience with Similar Projects
100 Points Max	Project Staff Qualifications
60 Points Max	Proposed Fee
40 Points Max	Understanding of Scope of Work
400 Points Max	Total Possible Points for Each Proposal

	Staff Recommendation
--	----------------------



JOLIET PARK SHORELINE AND FISH REEF RESTORATION PROJECT

City of Green Bay, Brown County, Wisconsin

Robert E. Lee & Associates, Inc.
James Havel, Project Manager
1250 Centennial Centre Boulevard
Hobart, WI 54155
920.662.9641
jhavel@releeinc.com

GZA
Dan Veriotti, VP/Associate Principal
17975 West Sarah Lane, Suite 100
Brookfield, WI 53045
630-684-4436
dan.veriotti@gza.com

September 5, 2023



TABLE OF CONTENTS

LETTER OF INTEREST

TABLE OF CONTENTS

PROJECT APPROACH AND SCOPE OF SERVICES

FIRM BACKGROUND AND EXPERIENCE

PROPOSED TIMELINE

COST PROPOSAL

CLOSING

September 5, 2023

Kaurie Mihm, Project Manager
CITY OF GREEN BAY PARKS, RECREATION & FORESTRY DEPARTMENT
100 North Jefferson Street, Room 510
Green Bay, WI 54301-5026

RE: Joliet Park Shoreline and Fish Reef Restoration Project Proposal

Dear Kaurie:

Thank you for the opportunity for Robert E. Lee & Associates, Inc. (REL) to provide this summary of qualifications regarding the City of Green Bay Joliet Park Shoreline and Fish Reef Restoration Design Services Proposal. This project will include assisting the City in partnership with the Wisconsin Department of Natural Resources (WDNR) with the ecological development, hydrologic and hydraulic analysis, wildlife habitat, soil stabilization engineering, permitting, and project administration for this restoration project. If needed, REL staff can also assist with the preparation of bid documents.

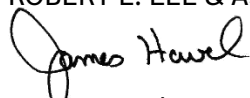
REL will lead the project, contracting with GZA for in-water and shoreline restoration efforts and the Commonwealth Heritage Group for cultural resources. Our team will collaborate across our many disciplines to bring the Joliet Park Restoration Design to life. As the lead, REL understands the high expectations of the project, as well as those of project stakeholders. Having this understanding and past similar experience provides REL additional insight and project history to help efficiently facilitate the overall process. In addition, our firm has completed projects of a similar nature, including the South Channel and WDNR award winning Menekaunee Harbor Restoration projects completed in the City of Marinette.

Our strong reputation within each industry sector and with the local and state regulators provides confidence to our clients that each element of a complex project will be handled professionally and efficiently. REL is an industry leader in ecological design and implementation projects related to native plantings, invasive species management, wetland restoration, mitigation sites, as well as ecological revitalization. Our experienced ecologists regularly design and oversee complex construction restoration activities. GZA is a proven leader in coastal/shoreline restoration projects, working with multi-disciplinary teams throughout the Great Lakes region. Having been involved in all aspects of an ecological restoration project, the REL team can assist at all levels of the proposed project. We acknowledge receipt and understanding of Addendas #1 and #2 distributed for this proposal.

We would like to thank the City of Green Bay for reviewing our credentials and related project experience. If you have any questions or would like to discuss REL's capabilities further, please contact our office.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.



James Havel
Senior Ecologist



Jared G. Schmidt, P.E., V.P.
Civil/Municipal Engineering Manager

PROJECT APPROACH

At Robert E. Lee & Associates (REL), our passion is serving our clients and working closely with them to help solve the daily challenges that communities may face. Our philosophy is carried out by our personalized service, molded to best fit each client. We find it critical to listen to the needs of each client and utilize our vast experience to help design, advise, or present a variety of possible innovative solutions/resolutions. From there, we work with City staff and associated stakeholders to move a project forward. Our personal service is utilized to work with adjacent property owners that may be affected by this project and strive to ensure environmental and personal concerns (as practical) are addressed during our design process.

REL's approach to project facilitation is to work as a direct extension of the City of Green Bay to create a seamless working relationship. A critical aspect of this relationship is continual, clear, and concise communication, not only with City and Wisconsin Department of Natural Resources (WDNR) staff, but also project stakeholders. This is critical for a project that involves many moving parts and entities including the City, WDNR, design consultant, funding entities, contractors, and the public. For this project, Jared Schmidt, P.E. will be the main point of contact for REL, though services will be provided by multiple departments. Jared has been involved in multiple restoration projects and many other complex construction projects that include close communication and organization to facilitate tasks across multiple disciplines. This experience in successfully completing complex projects provides assurance that the Project Manager (PM) has an ability to balance the needs of the client, contractors, and varying staff members efficiently and effectively. This approach will ensure the project progresses appropriately, keeping the project on time and on budget.

SCOPE OF SERVICES

The following narrative summarizes REL's scope of service for each major task, as requested within the City of Green Bay RFP. As the project develops, the exact scope of service is likely to evolve to best serve the project goals. Should project tasks deviate from those anticipated, REL will work closely with the project team to amend the agreed upon scope of work accordingly.

Task A. Project Management and Coordination

Project Kickoff Meeting

Once awarded, REL will work with the City of Green Bay and WDNR staff to establish a mutually agreed upon meeting date to review existing data and discuss overall project goals, information needs, schedules, design ideas, possible constraints, and regulatory agents responsible for project approval, including the U.S. Army Corps of Engineers (USACE) and WDNR Chapter 30 permitting staff. Key staff from REL are located within the greater Green Bay area and will be available to meet in person; however,



a virtual option will be made available for those unable to attend in person. REL staff will prepare and disseminate a tentative agenda one week before the meeting. Minutes from the meeting will be provided to the project team within one week following the meeting.

Project Schedule and Fee Expenditure Forecast

REL will use a Gantt Chart to forecast and track project tasks, indicate key milestones, and forecast expenditures. Updates will be conducted frequently and provided to the City, WDNR and project team on a quarterly basis. As desired, a shared drive platform could be utilized for overall project file management.

Quality Control

REL will prepare a Quality Assurance Project Plan (QAPP) in cooperation with and approved by the City and WDNR for the project. This document sets forth the quality control guidelines that will be utilized for the project in the event of deviations from standard protocol or from the bidding plans and specifications. Having completed QAPP documents for both the Menekaunee Harbor and South Channel projects within the Menominee River AOC, REL's team understands the information and level of detail needed to lead to an approval. The document will outline the general blueprint for the overall project and specific tasks to help ensure the project produces reliable and quantifiable measurables to meet project goals and objectives. A component of the QAPP will be ongoing monitoring, which will help verify habitat quality is achieving established performance standards, and the targeted goals to improve degraded fish and wildlife habitat within the AOC. A plan including methods such as those described in the AOC Fish and Wildlife Metrics Plan will be developed and incorporated into this document. The plan will be implemented annually over a three-year monitoring period to gauge vegetation development and document issues that may need to be addressed.

Progress Meetings

REL staff will coordinate and facilitate monthly project meetings with the City PM, WDNR, the Fish and Wildlife Technical Advisory Committee, and engaged neighbors, which will cover topics such as project schedule, budget, milestone completions, and forecasted action items. Like the kick-off meeting, REL staff will be available to meet in-person, as we believe face-to-face meetings and direct conversations are invaluable; however, teleconferencing will be made available for those unable to attend and as a means to keep project costs down. REL staff will prepare and disseminate a tentative agenda one week before the meeting, and minutes will be provided within one week to attendees and team representatives unable to attend. Our staff will work closely and continuously with the project team to deliver the overall project within the timeline presented, while meeting intended goals.

Invoicing and Progress Reports

Monthly pay requests detailing work completed by REL and our subcontractors will be submitted to the City of Green Bay PM. Requests will list the tasks worked on, and the staff hours and their associated



billing rate for each task. If requested, receipts for supplies, equipment and miscellaneous expenses will also be included with the reimbursement request. Monthly reports outlining task accomplishments, constraints, and issues regarding timelines and/or costs that may impact project design will be included. The reports will also include an updated schedule and budget.

Community Engagement and Outreach

In addition to the ongoing project communication/coordination, REL will help develop educational items and provide supporting information to project stakeholders and the public. Staff will attend two open house events to disseminate information to project stakeholders and the public, and field questions regarding concept plans and the project. Feedback will be noted, summarized and incorporated into future design revisions, if applicable. Meeting notes and a summary of feedback will be provided within one week to the City, WDNR and team representatives.

Task B. Concept Plan Development

Documentation of Existing Conditions

REL's design team will use provided, readily available, and collected data to document existing conditions of the site. This data will be the basis of the preliminary and final design of the project.

Topographic & Bathymetric Site Surveys

REL will prepare a topographic map of the proposed project area to support the design, referencing system & datum to local and state coordinates.

REL will develop a topographic and bathymetric site survey of the project area, including in water survey around the existing reef, and water side grades approximately 150 feet from the current water's edge. This detailed survey will be supplemented by available 2-foot county contour information. This survey will create the baseline elevation data for the detailed design. We would ask that the City provide any available survey data for the site, including current title work to support our survey scope of work.

We will contact Digger's Hotline and coordinate the marking of underground utilities. Marked utilities will be shown on the topographic map, which will be referenced to the Brown County coordinate system and the North American Vertical Datum of 1988 (NAVD88). The final map will be available in pdf and dwg formats.



Hydrologic and Hydraulic Analysis – Storm Water Management Conditions

REL and GZA will collaborate to evaluate the existing conditions Hydrologic and Hydraulic conditions of the site. This will be an evaluation of the onshore and near shore conditions. REL will focus efforts on the areas largely to the landward side of the OHWM and GZA will conduct a detailed evaluation of water side of the OHWM.

As part of REL's design effort we will look at the multiple outfalls into the Bay to try and incorporate those outfalls into the overall design. As part of our detailed design we will revisit the existing access and parking area, and redesign it with a post construction storm water management facility, aimed at improving post construction storm water runoff from the impervious surfaces. Green Infrastructure measures will be considered for these improvements. As desired, and with a modification to this scope, REL can also evaluate treatment features at the various outfalls in the study area.

GZA will evaluate the historical water levels of the Bay of Green Bay. This will include historic water level evaluations at the Joliet Park project area, including combined probability analyses for high water levels, monthly mean water levels, and storm surges and the combined effect by return period. One of the main goals of the coastal analysis is to determine the design-criteria combination of the design water level and offshore wave height. The analysis will transform the selected offshore wave to the near-shore and toe of proposed protection structures. The design parameters will be key to the proposed rehabilitation of the reef and also to protect and enhance the shoreline. The selection of the water levels range (high and low) will be vital for the proposed reef improvements.

The water level statistics will be presented as return occurrence. For example, a 10-Year water level has a 10% chance of annual occurrence, while a 100-Year has a 1% chance of occurrence. NOAA maintains the water level gauges for the Great Lakes. The Green Bay station will be used for this site; however, the data is limited, only dating to 2009. Therefore, we will also use another station to supplement with long-term recorded data, such as the Sturgeon Bay in Door County, with a plot shown in the below figure.



The Lake Michigan water levels vary on several time scales in response to different climatic and external processes. At the longest time scale, measured in years, water levels vary on multi-year cycles based on changing precipitation and evaporation patterns. Design extended periods of high and low water levels were recorded, with the current high water period having started in 2014. The long-term historic high water level is 582.35 feet (October 1986 and July 2020), while the minimum is 576.05 feet (January 1965). The current water level is 580.13 feet, which is above the long-term historic average of 579.10 feet.

In addition to the long-term fluctuation in lake level, there are seasonal changes that take place within any particular year due to precipitation patterns and spring runoff. The lake level tends to reach its maximum in the summer and its minimum in the winter. The average annual variation on Lake Michigan is approximately 1 foot.

From GZA's analysis and other studies of the combined probability of water levels and storm surge, a 20-Year Green Bay area water level (with a 5% chance of annual occurrence) is approximately 583.8 feet, which is approximately 3.7 feet higher than the current water levels. A 100-Year Green Bay (with a 1% chance of annual occurrence) is approximately 585.5 feet, which is approximately 5.4 feet higher than the current water levels. GZA recommends a 20-Year water level for a shoreline Coastal study, but also include other levels for design implications discussion.

Data will be provided to the City and project team, along with a Technical Memorandum including Introduction, Methods, Results, Discussion & Recommendations, Photo Log, and Map elements that summarize key findings to guide the restoration project.

Wetland Delineation

REL will conduct a delineation within the approximate 5-acre site, according to the routine wetland delineation method defined in the Northcentral/Northeast Regional Supplement to the 1987 Corps of Engineers Wetland Delineation Manual. The delineated wetland boundaries will be flagged, and data plots established on both the upland and wetland sides of the boundary. Once the boundaries and plots are established, we will be responsible for surveying them and producing a map to be included within the report. We will use our Trimble Catalyst DA2 (one-foot accuracy) handheld GPS unit to collect the survey data in the Brown County Coordinate System. At the completion of our fieldwork and after the creation of maps showing the surveyed wetland boundary, REL will prepare a Wetland Delineation Report documenting the results of the site investigation. Mr. Havel is a Professional Wetland Delineator assured by the WDNR; therefore, concurrence regarding the site delineation is not required.

Ordinary High Water Mark Determination

As part of the project, a representative of GZA will conduct a site visit, observing physical conditions of the site and making a determination of the Ordinary High Water Mark. In addition to GZA's efforts, coordination will be made with local regulators, such as the WDNR to confirm that the coastal OHWM is appropriately determined by the project team. REL will field survey the location of the identified OHWM for incorporation into the design plan.



Geotechnical Considerations

GZA will review existing soil borings and geotechnical reports that might be available. Four surface (0 to 6-inch depth) and four subsurface samples (6 to 12-inch depth) will be collected for sediment composition/grain sizes. Four hand augers (5 to 8 feet below river bottom) will be collected along the water's edge. The main goal of this investigation is to classify the subsoils and provide recommendations for the design development tasks.

In addition, three geoprobes will be taken to a depth of 8'-12' for the purpose of pavement structure analysis and storm water management design, for areas associated with the pavement/parking lot improvements.



Shoreline Erosion Evaluation / Existing Reef Evaluation

Evaluating the existing conditions, relative to shoreline stabilization is a critical component of the design development process. Using a number of the conditions identified in the above section, REL's design team will further evaluate the existing conditions, and utilize that information to further design critical components of the project including Stone Size Evaluation and Offshore Wave run up.

Stone Size Evaluation

The longest fetch over Green Bay is from the northeast (over 90 miles); this quadrant will produce the largest storms. The breaking waves in the near-shore area will induce currents, which will scour the bottom. This wave bottom scouring process is responsible for the original placed spawning reef stone material migration in shallow water. It is noted that the stone sizes (2" to 6") are adequate for spawning, but likely too small to resist the induced wave forces during significant storm events.

It is noted that some induced currents are beneficial for the aeration of the fish eggs, but excessive currents are detrimental. Based on the RFP provided information, the reef was provided in an area between 3 to 4 feet of water depth (shallow) to 6 to 7 feet of water depth (deeper), using a 580.0 feet water level elevation. The current water level is 580.1 feet. Therefore, a portion of the reef was provided in shallow water and is expected to be functional/usable only when the water levels are high. This is due to the fact that the water level can be 3 to 4 feet lower



than current. The required stone sizes for stability against waves will need to be finely tuned against the requirements for the target fish species (they may range from coarse sand to pebble and cobble sizes).

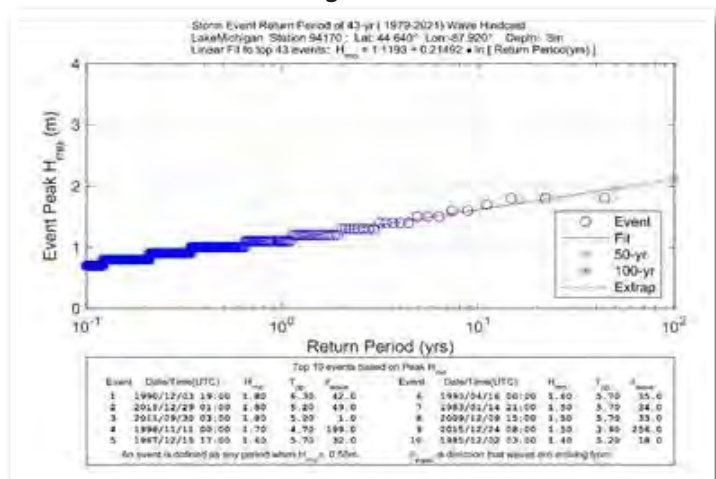
Offshore Waves

Our team has extensive experience with coastal analyses in Wisconsin on Lake Michigan, including combined probability analyses for high water levels, monthly mean water levels, and storm surges and the combined effect by return period. One of the main goals of the coastal analysis is to determine the design-criteria combination of the design water level and offshore wave height. The analysis will transform the selected offshore wave to the near-shore and toe of proposed protection structures. The design parameters will be key to the proposed rehabilitation of the reef and also to protect and enhance the shoreline. The selection of the water levels range (high and low) will be vital for the proposed reef improvements. In addition to evaluating the historic design water levels design, the USACE Wave Information Study offshore waves will be used for the project. Figure 1 shows an example of the offshore wave heights plot in Green Bay, close to Cat Island. As expected, N and NE directions create the largest waves. While the largest waves are from the north quadrant, the predominant winds are from the south and west quadrants, as shown in Figure 2, based on data from 1979 to 2022. The south winds are less of a design concern as the fetch from this direction is reduced as compared to the N and NE directions. However, the west fetch is approximately 6 miles and it can produce significant waves.

The offshore design wave heights by return period will be discussed with the Owner, along with the selection of coastal risk, which is defined as the probability that a given design event (e.g., a specified combination of monthly mean water level, storm surge, and wave height) will be reached or exceeded at least once during the project life. If the design event is reached or exceeded, special consequences must be taken into consideration.

The offshore wave conditions will be subject to the shallow water wave transformation processes as they propagate from deep water into the project site, including refraction, shoaling, and breaking. Given the selected design offshore wave conditions, as well as the shallow water depths at the project site, the design nearshore wave conditions will be depth-limited. As such, the lakebed elevation at the location of the proposed reef rehabilitation and in front of the shoreline toe, along with the design water level are the controlling design variables.

Figure 1

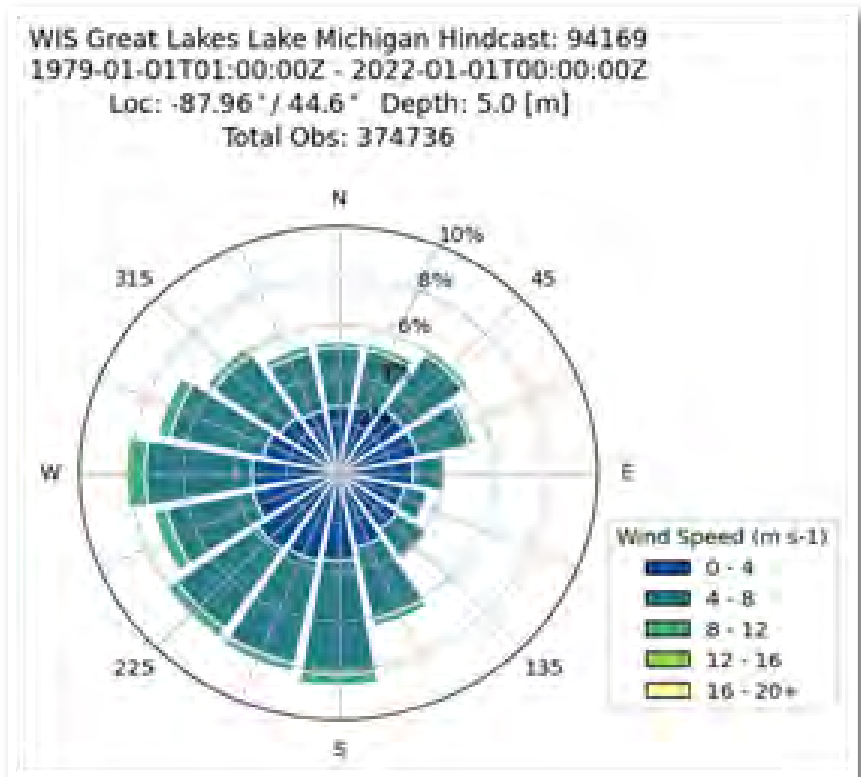


Coastal Calculations

GZA will transform the offshore waves to the fish spawning reef site and calculate the following:

- Design significant wave height (Hs) at the toe of stone fill (existing water depths and deeper if the reef will be extended);
- Wave overtopping and rates-shoreline, if any new proposed improvements are accepted; and
- Required stone material sizes for structure stability, along with minimum crest elevations and side slope.

Figure 2



Vegetation Surveys

In 2015, UW-Green Bay staff and students conducted habitat mapping within the general project area. REL staff will verify and update those communities or map previously undesignated vegetation stands during a site visit conducted in the fall of 2023. Invasive species populations and their densities will be mapped while conducting community surveys. Our Trimble Catalyst DA2 (one-foot accuracy) handheld GPS unit will be used to collect vegetation survey data in the Brown County Coordinate System.

Vegetation surveys were conducted throughout the AOC; however, the closest communities in which a botanical inventory was performed were at Point Sable to the north and Bay Shore Woods and Beach south of the project area. Therefore, REL will utilize the Timed-Meander Sampling Protocol for Wetland Floristic Quality Assessment established by the WDNR. Our trained ecologists will conduct timed-meander vegetation surveys within the “Other Forest” and “Great Lakes Beach” communities during the months of October 2023 and May 2024 to gather a representative sample of the floristic diversity. Surveys will be conducted twice during the growing season to maximize species observations, identification, and plant coverage, including invasive species cover. Once the comprehensive plant list is accrued, data will be entered into the Wisconsin Floristic Quality Assessment Calculator, so the mean cover weighted coefficient of conservatism or cover weighted Mean C can be calculated for the community. Each plant’s coefficient of conservatism will be taken from “Development of a Floristic Quality Assessment (FQA) Methodology for Wisconsin.” In addition to collecting vegetation data, disturbance factors identified within the community will be recorded on the WDNR Disturbance Factors Field Checklist Form. Collected information will be utilized by staff ecologists to determine



the community's Overall Disturbance score, which will provide a baseline of the existing vegetation communities. Although invasive species coverage will be the primary metric used to determine community improvements, post-construction surveys conducted in a similar manner will help determine quality changes on-site. Our staff ecologists conducted similar surveys to monitor the South Channel and Menekaunee Harbor AOC restoration projects.

Submerged aquatic vegetation surveys were also conducted by UW-Green Bay staff within the Green Bay East Open Water community, but no populations were identified within the proposed in-water project area. REL staff will conduct a point-intercept survey, which will allow for the systematic sampling of plants within the project area. At each point (plot), submerged plants will be collected with a rake either from a boat or from along the shoreline for identification. The presence or absence of aquatic species and their densities will be recorded, with particular focus placed on native species that could be impacted during restoration activities. Exotic species, specifically curly-leaf pondweed (*Potamogeton crispus*) and Eurasian water milfoil (*Myriophyllum spicatum*) will also be documented to determine if management activities will be required. Identified populations will be surveyed with a hand-held GPS. These surveys are expected to be performed in late April or May of 2024.

Identify Habitat Features

Trees throughout the project area will be assessed to determine their suitability as habitat features. Dead trees, primarily ash, that do not pose a hazard threat will be identified to remain as snags to serve as feeding and nesting habitat for a variety of wildlife. In some cases, the removal of dead treetops to a height of 5-10' above the ground will be recommended to remove hazard issues while retaining habitat value both as snags and future downed woody material. If a desired density of standing dead material is not present within the project area, select trees will be identified for future girdling to provide that habitat, while others will be marked for removal. Boxelder (*Acer negundo*) and Eastern Cottonwood (*Populus deltoides*) are dominant trees within the park; and although the species are native, select removal would allow for more diverse planting of native shrubs and trees. REL would consult with City staff during this process, to ensure enough tree cover remains throughout the park, and screening between Nicolet Drive and Green Bay is maintained. Trees along the shoreline could provide in-water habitat for fish, amphibians, and macroinvertebrates through hinge cutting, these will be identified along with those currently assisting with soil stabilization, and will be incorporated into the future shoreline restoration design. Downed woody material that should remain or be used for brush pile construction will also be identified, along with any rock features such as old concrete foundation pieces that could be incorporated into wildlife habitat structures like a hibernaculum. Areas where added features can be placed such as roosting boxes for bats or nesting boxes/platforms for a variety of bird species



including wood duck (*Aix sponsa*), tree swallow (*Tachycineta bicolor*), osprey (*Pandion haliaetus*) and bald eagle (*Haliaeetus leucocephalus*) will also be identified. Opportunities to add features such as loafing structures for turtles and amphibians will also be sought out, even though they have not been documented on-site.

Draft & Final Technical Memorandum

Data will be provided to the City, WDNR and project team, along with a Technical Memorandum including the below elements that detail the assessments completed and summarize key findings that will guide the restoration project.

1. Introduction
2. Methods
3. Results
4. Discussion & Recommendations
5. Photo Log
6. Maps

Develop a Concept Plan and Basis of Design Report

Our team of ecologists is dedicated to the restoration and preservation of native communities within Northeast Wisconsin; therefore, the primary design focus will be to provide natural areas that occurred historically. Brown County historically contained Oak Savanna along a portion of the eastern shores of Green Bay. Our intent would be to incorporate this community type into the design; however, this community typically contains only 1-2 trees per acre, which would remove a majority of the tree cover and screening within the park. Since restoration of this community may not be feasible, REL ecologists will choose species historically observed to provide an ecosystem teeming with floral diversity, including a variety of native plants, shrubs and trees that provide seeds, berries and nuts as food sources for both local and migrating wildlife species. Species selected would include oak (*Quercus spp.*), hickory (*Carya spp.*), dogwood (*Cornus spp.*), cherry (*Prunus spp.*), elderberry (*Sambucus spp.*), currant (*Ribes spp.*), hazelnut (*Corylus spp.*), and Viburnum.

Although plant species and community selection will focus on northern species, climate change needs to be considered within the design as future environmental conditions within Wisconsin evolve. Our ecologists have been involved with restoration projects both north and south of the ecological “tension zone” so they are familiar with the various community types found within Wisconsin. We will use that knowledge to incorporate southern plant species into the restoration plan to help establish communities that will thrive both now and in the future.



The control of invasive plant species and planting of native vegetation will be one of the main actions taken to improve or increase wildlife habitat diversity throughout the project area, due to the presence of dense honeysuckle (*Lonicera spp.*) and buckthorn (*Rhamnus spp.*) in the understory where removal efforts have not been undertaken. Protecting roosting sites and snags or creating these within the existing forested community will provide additional wildlife habitat. As indicated above, additional habitat features or structures will be added throughout the project area to fully provide for wildlife species needs. Features such as rock and brush piles, hinge cut trees, coarse woody debris, and fish sticks will all be considered within select areas throughout the site. Structures such as nesting boxes or platforms for various bird species including but not limited to swallows, owls, ducks, osprey, eagles, and great blue heron (*Ardea herodias*); roosting houses for bats; and loafing platforms/logs for birds, turtles and amphibians will also be incorporated, where able, to further boost wildlife use. Many of these habitat features and structures were incorporated into the Menekaunee and South Channel AOC project designs. Monitoring during the past several years indicates successful use by many wildlife species.

Although the Great Lakes Beach community is not a priority habitat for this project, management activities will be recommended to enhance the habitat since its reappearance due to lower water levels. The removal of invasive species (e.g., small patches of *Phragmites*), rip-rap, garbage and mussel shell piles along the shoreline will improve the overall quality and conservation of the community. Shoreline stabilization activities will further enhance the community as native plants and habitat features are incorporated into the slope/beach interface.

Shoreline and Reef Restoration Design

The final design development of the shoreline and the reef portion of the project may take multiple shapes, and REL's team intends to evaluate multiple design approaches to help development the most practical for implementation and reaching desired project goals. This could be a mixture of in water or near water improvements. A cost evaluation of each will be presented to the project team early in the process to help drive the design development. As establishing a fiscally and logistically construable plan is critical. A plan that can also be added to over time will be contemplated. The design development will follow the general following practices.

Resilient Basis of Design

The typical recommended USACE design criteria is to include the more conservative of the (10, 20) and (20, 10) or the combination of the 10-year and 20-year occurrence for the offshore wave and water level, respectively. A resilient design criteria will be included as a discussion point; by direct comparison with the built resilient shoreline projects in Duluth, Minnesota on Lake Superior with Dan Veriotti as engineer of record, project manager, and lead engineer, the selected basis of design was the 100-year water level with the 50-year offshore wave. While this is a very conservative basis of design, we suggest a discussion on the implications of various water levels and storms for the long-term site coastal resiliency. At a minimum, we suggest including the 50-Year water level in our calculations and discussion.



The design recommended water level and offshore wave, along with the Coastal calculations for the rock reef and shoreline proposed improvements will be included in a project report, detailing our methodology, findings, and recommendations. The recommended high water level will impact the design of shoreline protection structures, while the design low will be the minimum criteria for reef improvements, which will still allow fish spawning. At this time, we recommend a water level of 575.0 feet IGLD85 (5 feet water depth at the current water level), to make sure that fish spawning can still occur at record low water levels, in a minimum of 1 to 2 feet of water depth.

Shoreline Protection

We believe that the project will require improved shoreline protection, to limit the wave run-up and overtopping rates. We will present a range of construction cost estimates and a discussion of the expected long-term maintenance for the coastal structure.

Design Development

The project team will create Design Development Plans and an overall implementation strategy will be prepared for the entire project, including the project phasing, contractor access and staging/storing areas, as well as construction timing (minimizing impacting the recreational activities). This evaluation will drive our final shoreline and reef restoration design.

The design development will commence with different draft layouts that will address the following:

- Capping the existing stone reef with additional stone, extending it to deeper water (in order to accommodate lower water levels); adding larger cobble (up to 10-inch diameter) for mussels and smallmouth bass (*Micropterus dolomieu*);
- Create a partial edge protection (north and west edges), by adding larger stone and/or timber piles creating a crib; the added elements will be a maximum 2 feet higher than the bottom elevations, and not continuous for ease of fish access;
- If a partial edge protection is provided, adding coarse sand behind it, in deeper water areas, for habitat variation and where the induced wave energy is less significant;
- A shoreline berm system at the water's edge that will protect the existing shoreline, trees and provide opportunities for shoreline habitat (such as amphibians); the berms will not be continuous and can create shoreline cells filled with stone and coarse sand-see Figure 3;
- A series of detached breakwaters, re-use the existing reef stone which will be regraded and supplemented with cobble and coarse sand as needed behind the breakwaters. The shoreline structures can re-use the existing materials-see Figure 4.
- A hybrid approach as a combination of one or more of the elements listed above.



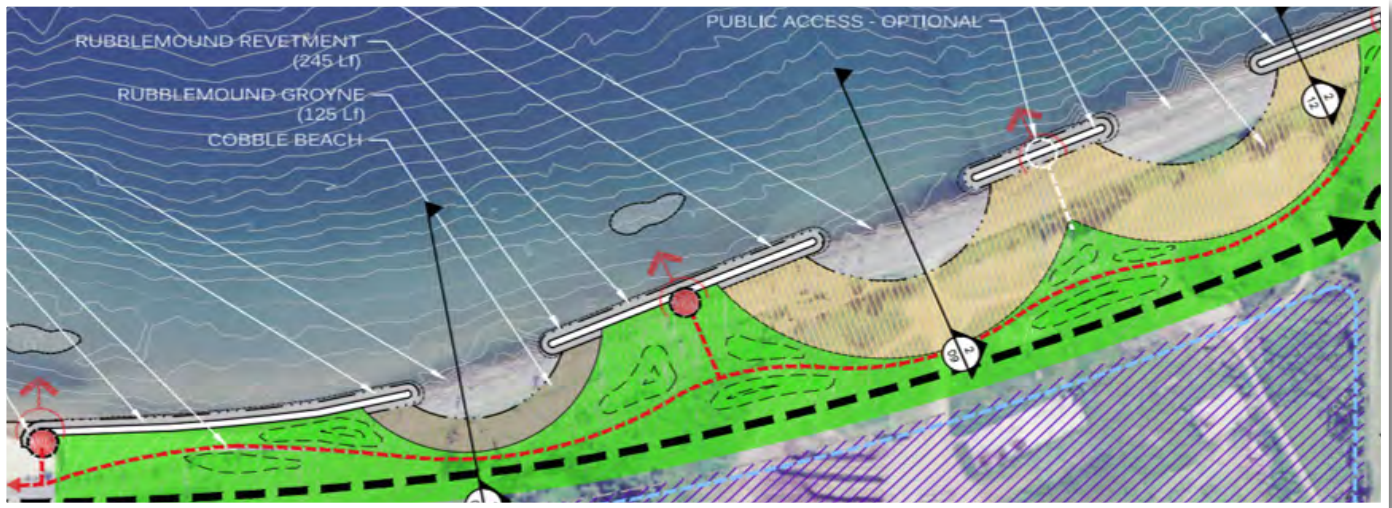


Figure 3

Additional consideration and discussion will be had with the design team, to help evaluate and prioritize the following project goals:

- What is desired at the current water's edge (level of protection needed, improve public access);
- Minimum recommended project shoreline length (if shoreline protection is recommended);
- Fish spawning functional criteria and aquatic restoration goals;
- Minimum acceptable reef improvements in design high and low water levels;
- Type of stone materials acceptable for aquatic habitat;
- Estimated construction timing and constructability (from the land or combination water-land, summer versus winter construction);
- Potential project phasing and a pilot project that can be built in Phase I and monitored.

In addition to the ecologically engineered design, we will evaluate opportunities to improve public access to the area. This could include creating a space to allow the public better engagement to the restoration area, whether that is through the water with new access points or via land with well-marked trails.

Preliminary concept plans will be developed following recommendations/best management practices outlined in Evaluating Progress Toward Removing Fish and Wildlife Habitat and Populations Beneficial Use Impairments in the Lower Green Bay and Fox River Area of Concern (Giese, Kupsky, Howe Stevens and Wolf, 2020). Plans will be designed to restore native vegetation communities and optimize fish and wildlife habitat to help eliminate Beneficial Use Impairments (BUIs) within the degraded communities in the project area, which encompasses

Figure 4



approximately 7-10 acres, including the open water component. As preliminary concept plans are drafted, they will be provided to the project team at the monthly progress meetings to ensure appropriate levels of communication are being maintained and valuable input incorporated. REL's engineers will prepare a design report identifying the above structural or non-structural improvements that could help improve the overall habitat quality within the project area. The design report will identify the objectives of the project, and how the pending plan will help meet those objectives. Project details, including the probable cost of implementation, will be provided.

Task C. Prepare Final Project Design Portfolio

Engineering Design Services

Development of a final plan will be completed at the time existing data has been properly gathered including performing follow-up site visits to verify site conditions, along with meeting local municipal and agency staff regarding possible site construction impacts; the basis for design report has been commented on by the project team and accepted; and the desired objectives are clearly stated. As the plan is developed, meetings with the City, WDNR, team partners and stakeholders will be held to review 60% and 90% of design plans. The report accompanying these stages of the plan will outline how the restoration plan will benefit targeted communities and wildlife populations within the AOC. Feedback from these meetings will be incorporated into the plans to create a final version, which will be reviewed and approved by the City and WDNR. The final design will include bid ready engineered plans, habitat restoration plans, construction/structure details and specifications. Preparation of a construction cost estimate at the 60%, 90% and final stages of design, along with a construction submittal log and bid form will also be provided.

Long-term Monitoring & Maintenance Plan

In addition to the above design reports, a habitat monitoring, and maintenance plan will be prepared. The main objective of this plan will be to identify strategies for controlling populations of non-native, invasive species found within the project area once the proposed design is implemented. For example, the presence of Phragmites and garlic mustard (*Alliaria petiolata*) within and surrounding the project site will require follow-up spot herbicide treatments after initial management efforts to ensure desired control is achieved. The threat of re-emergence or establishment of new stands could impair the restored habitats; therefore, routine monitoring and management (i.e., spot herbicide treatments, mowing, watering, pruning) need to be conducted to ensure continued native plant establishment and successful community development. Management within the established native plant communities could include the implementation of an assortment of methods and techniques conducted throughout the year on an annual basis. In addition to addressing invasive plant populations, routine maintenance activities may be performed on habitat features, primarily nesting structures, which will likely be constructed and installed throughout the site to boost habitat nesting and utilization opportunities for birds, amphibians, mammals, fish and invertebrates. Maintaining both the vegetation communities and the wildlife structures will prevent degradation of habitat values within the restored Joliet Park Restoration Project. The above activities will cover not only those actions to be carried out by the Contractor over a three-year period post-construction, but also over the life of the site, post-warranty.



Task D. Cultural Resource Investigations, Regulatory Compliance and Permitting

Cultural Resource Investigations

Commonwealth will conduct archival/literature research and field investigations to identify archaeological sites and above ground historic structures located within the project APE. These investigations will follow the methodology and standards promulgated in the Secretary of Interior's Standards and Guidelines for Archeology and Historic Preservation, the Guide for Public Archaeology in Wisconsin, and the Architecture-History Survey Manual.

Commonwealth understands that a cultural resources desktop assessment of the project area will be provided by the Wisconsin Department of Natural Resources (WDNR). A preliminary review of the Wisconsin Historic Preservation Database (WHPD) indicates that although no previously reported archaeological or cemetery/burial sites are within Joliet Park, there are a number of archaeological sites that have been identified in the vicinity of the park. These sites include prehistoric workshop and habitation sites and a potential mound. Based on the location of the project area and known resources in the vicinity, archaeological sites that may be anticipated in the project APE include prehistoric and historic Native American habitation and resource extraction sites, as well as early historic Euroamerican habitation sites.

Commonwealth will conduct a Phase I archaeological survey of the project APE. The archaeological survey will be conducted in accordance with Section 106 and the Guide to Public Archeology in Wisconsin. Commonwealth assumes the APE for archaeological resources will be defined to include all areas of potential ground disturbance. Shovel testing and surface survey will be used to assess potential project impacts on archaeological sites. Surface survey, or simply walking the project area and visually inspecting the ground for evidence of past human activity, will be conducted in areas where surface visibility is 10 percent or better. Areas where surface visibility is less than 10 percent will be shovel tested by excavating shovel tests measuring 35 centimeters (cm) in diameter spaced at 15-meter (50 foot) intervals. Soils from shovel tests will be screened through 1/4 inch hardware cloth to identify artifacts. Shovel tests will not be excavated in wetland areas or areas of excessive (greater than 15%) slope. Once completed, shovel tests will be backfilled, and the area restored to its original condition. The results of the archaeological survey and background research will be provided in a report to the Wisconsin Department of Natural Resources in a format appropriate for SHPO review and Section 106 coordination with federal agencies.

Commonwealth will conduct an architecture/history survey to identify significant above-ground resources (buildings and structures) that may be affected by the project. The architecture/history survey will be completed in accordance with Section 106 and the Wisconsin SHPO Survey Manual. Commonwealth assumes the APE for above-ground resources will be defined to include areas of potential ground disturbance as well as a viewshed where there could be visual, auditory, or atmospheric effects to buildings or structures.

A review of the WHPD indicates that no previously surveyed above ground resources are located in the assumed APE. Based on the limited scale of proposed habitat improvements, the project is unlikely to have an effect on above ground resources. For these reasons, Commonwealth assumes few, if any,



resources will require survey and no resources with potential architectural or historical significance will be identified. The results of Commonwealth's architecture/history survey will be documented in a technical memo/letter report in lieu of a formal survey report.

Endangered & Threatened Resources

REL ecologist, Shannon McClusky is a Certified Endangered Resources Reviewer through the WDNR. Existing information provided by the City and WDNR will be evaluated to determine how rare resources may be impacted by the proposed project. Requirements and/or recommendations to mitigate potential impacts will be identified to help comply with endangered species laws, if present and necessary. During this process, REL will correspond regularly with the City and WDNR. Our staff will also provide the necessary Section 7 coordination with the federal agencies and supporting documentation for permits.

Permitting

REL has extensive knowledge of the state permitting and bidding rules and guidelines and understands how to incorporate rules and regulations that may be dictated by the grant funding utilized to fund this project. Having worked with the WDNR and ACOE review agents for this region, will allow for quick communication and submittal of the Chapter 30 permit (or other applicable permits), and work through the public notification process. Permitting is an important objective of the project, and something that will be ongoing throughout the design development project. Though permits may not be applied for until near project completion, the REL team will have early meetings and get applicable regulators involved in initial conversations. This will help in securing the appropriate permits in an efficient manner, by ensuring our design plans are both permissible and meet the intent of the habitat improvement project. The design team will utilize the design plans to facilitate required permitting of the project. This may include permitting through multiple agencies including but not limited to the City of Green Bay, WDNR, ACOE, WisDOT, etc. Dredging and sediment handling is not anticipated within this scope of work, but REL can help facilitate this process should the need be identified as the project plan develops.

Task E. Bid and Award Services – Contingent

The REL team can assist in the preparation of bidding and award services. It is our understanding that the City will provide background information for the bid documents. REL will utilize the final design plans, supplement that with detailed specifications, bid form, and performance standards to create a comprehensive bid package. REL can facilitate bidding through an online platform like Quest, or through an alternative method selected by the City. REL bidding services will include soliciting bids, facilitating a pre-bid meeting, addressing questions and responding to requests for information during the bidding process, and receiving bids. Bids will be reviewed, evaluated, and a recommendation of award will be provided. The services will be provided in conformance with Task E of the RFP.

REL will then provide a summary memo identifying critical path aspects of the design and specifications including implementation recommendations to the contractor. Being that this is an ecological related project constructed on a waterbody with fluctuating water levels, REL's design



Project Approach and Scope of Services

team will be prepared to address environmental changes that may occur during the project. This was done on past projects where planting zones were amended as a significant 3 plus vertical feet of water level change was experienced during a project implementation process along Green Bay.

Reports and supporting documents will be provided in a portable document format (PDF), unless all parties agree upon another format. ArcGIS 10.8.2 will be used to create GIS maps while CAD drawings will be generated in Civil 3D 2022. Most documents will be shared via email; however, for those exceeding size limits, another platform such as Box or SharePoint will be utilized.



INTRODUCTION TO THE CONSULTANT TEAM

The proposed Joliet Park Shoreline and Fish Reef Restoration Project is complex by nature, requiring close coordination across multiple disciplines to ensure a successful design. REL along with our subcontractors GZA and Commonwealth have the broad experience required to facilitate this project successfully and efficiently. Our background ensures that our experienced staff has worked with and facilitated each aspect of the proposed restoration project. REL's team will be made up of numerous individuals, all of which have knowledge and experience with restoration planning and monitoring of properties located within an Area of Concern (AOC). For this project, Jared Schmidt, P.E. will be the Consultant Team Project Manager (PM) for REL. Mr. Schmidt has been involved in multiple restoration projects and numerous other complex multi-year construction projects that include close communication and organization to facilitate tasks across multiple disciplines. This experience in successfully completing complex projects provides assurance that the PM has an ability to balance the needs of the client, contractors, and varying staff members efficiently and effectively. This approach will ensure the project progresses appropriately, keeping it on time and budget.

The team, led by Mr. Schmidt, will also feature Senior Ecologist James Havel, and project engineers Ryan Trzinski, P.E, Patrick Kuehl, P.E. and Brandon Robaidek, P.E. Mr. Trzinski and Mr. Kuehl will serve as project coordinators and will be responsible for the day-to-day workings of the project. They will be directly responsible for assisting in scheduling; invoicing; participating in project meetings; preparing a Quality Assurance Project Plan (QAPP); developing concept plans; acquiring required permits; overseeing stakeholder and public outreach events; shoreline/habitat engineering design; the bidding process; leading the oversight process; and overall grant management and reporting. Mr. Robaidek will assist with hydraulic analysis, concept designs and permitting. Mr. Trzinski will aid with constructability revisions and construction services, as applicable. Mr. Havel will be the technical restoration and native community design lead, provide oversight services associated with the ecological components of the project and develop a long-term maintenance/management plan for the site. He has a great depth of experience and expertise in designing, bidding, and managing complex restoration projects. Uniquely, REL's ecological department also implements many of their designs. The experience of physically installing restoration projects, gives the team a hands-on understanding of how to best facilitate construction to garner the best result.

Subcontractors play a vital role in project planning and development. Dan Veriotti, GZA specialized coastal engineer, will assist with the coastal analysis and design development of in-water and shoreline habitat structures, providing shoreline stabilization and habitat improvements for amphibians, reptiles, invertebrates, fish and freshwater mussels. He has many years of experience conducting shoreline assessments, analysis and designing streambank stabilization and coastal protection projects throughout the Midwest Great Lakes region. The identification of archaeological resources within the project area will be overseen by Dr. Robert Watson of Commonwealth Heritage Group, LLC. In addition, REL will also involve many talented individuals, as needed, to best facilitate the project. This includes ecologists, surveyors, field engineers, as well as individuals from our Environmental Compliance department. Services include detailed field gathering to validate current ecological conditions, construction limits and quantities. REL can rely on field engineers and ecologist to be on-site to oversee critical components of the construction for fish and wildlife habitat.

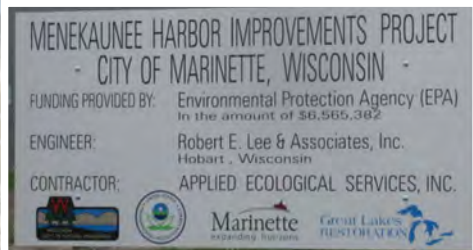


PROJECT EXPERIENCE

The following projects were successfully completed utilizing the general project approach discussed previously. References for each can be found in the left hand column of each project sheet.



Menekaunee Harbor Restoration City of Marinette



2016 WDNR Secretary's Director Award

REL Staff

Jared Schmidt, P.E., V.P. - RFP Tasks A-E
Ryan Trzinski, P.E. - RFP Tasks A-E
James Havel - RFP Tasks B-E

Coordinating Agencies WDNR US EPA

Additional Services

Once contractor obligations were fulfilled, the City of Marinette hired REL to complete a long-term vegetation management, operation & maintenance Plan, and to conduct an additional 4 years of invasive species control as outlined in the management plan developed by NES for this project.

References

Brian Miller, P.E.
715-732-5134
bmiller@marinette.wi.us

Menekaunee Harbor is a 13-acre natural embayment of the Menominee River. It is included within the boundaries of the Lower Menominee River Area of Concern (AOC) by the United States Environmental Protection Agency (US EPA). Pollutants contained within the harbor were caused by years of upstream, heavy-industrial manufacturing practices and non-point pollutant storm water run-off. These pollutants contribute to impairments, such as restrictions on fish and wildlife consumption and loss of fish and wildlife habitat, within the AOC.

REL administered and oversaw the dredging of the Menekaunee Harbor Improvement project that dredged the harbor to a navigable depth of 8 feet during low lake levels. Dredged harbor spoils removed by both mechanical and hydraulic methods totaled over 70,000 cubic yards; they were either deposited at the landfill, a suitable containment site (Lot 24), or used as beneficial recuse material within the harbor.

NES developed an ecological restoration plan and specifications that restored native vegetation and habitat for native fish species that historically utilize the harbor, established healthy and diverse native vegetation communities, and restored wetland and upland habitat for use by invertebrates, amphibians, reptiles, mammals, and birds. Various structures were included to improve nesting, feeding and sheltering opportunities.

REL's engineering and ecological staff oversaw construction and the maintenance according to the management plan.

Shoreline Ecosystem Restoration Niagara River, NY(2022-2023)



Challenge: Significant flows and river stages coupled with excessive boat waves and moving ice resulted in shoreline erosion and loss of habitat at different project areas located along the Niagara River West Channel in Grand Island, NY.

Solution: The Coastal States Organization (CSO) commissioned a design study to restore the shoreline function and habitat along three project areas in the West River Channel, on the west die of Grand Island, NY. The stakeholders are: New York Department of Environmental Conservation, New York Department of Transportation, New York Office of Parks, Recreation & Historic Preservation, Department of Environmental Conservation, EPA, USACE, Ducks Unlimited, Audubon, and Buffalo-Niagara Waterkeeper.

GZA was the design lead consultant for the Geotechnical data collection and analysis, bathymetric and topographic survey, Coastal analysis (water levels, wind waves and boat wakes, ice loads), and preparation of 80% design plans for 3,500 feet of shoreline on Grand Island, NY (three sites). The restoration of this reach of nearshore and shoreline habitat would halt erosion by providing rock reefs providing a reduction in the wave energy, various bioengineering alternatives for stabilizing the bank, reduce sediment load into the river, reintroduce native plants to benefit migratory birds and create spawning fish areas in the river, and directly support species of concern for the Degradation of Fish and Wildlife Populations BUI including Unionids, Sturgeon, muskellunge, larval fish, common tern, turtles, herons and osprey.

The project used various design techniques to stabilize the bank. One important design element for consideration is the low-crested rock sills, similar to other projects that GZA used for reducing the incoming wave and boat wave energy, creating opportunities for near-shore stable habitat (emergent wetland and fish spawning). The Basis of Design selected is resilient and accounts for future climate change unknowns.

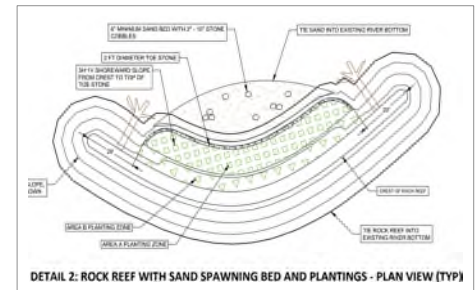
Benefit: The GZA team planned and designed the proposed improvements providing shoreline protection and aquatic habitat, using our great practical experience with this type of project. Dan Veriotti, PE was the project manager and lead designer.

Project Highlights

- Field Survey/Data Collection
- Geotechnical Data and Analysis
- River Hydraulics /Hydrology
- Coastal Analysis
- Alternative Formulation and Evaluation
- Construction Cost Estimates
- 80% Design Plans
- Meetings with Stakeholders

Reference

Vidya Balasubramanyam
Coastal States Organization
573-529-1858
vbalasubramanyuam@coastalstates.org



Implemented Similar Project-Little Beaver Island

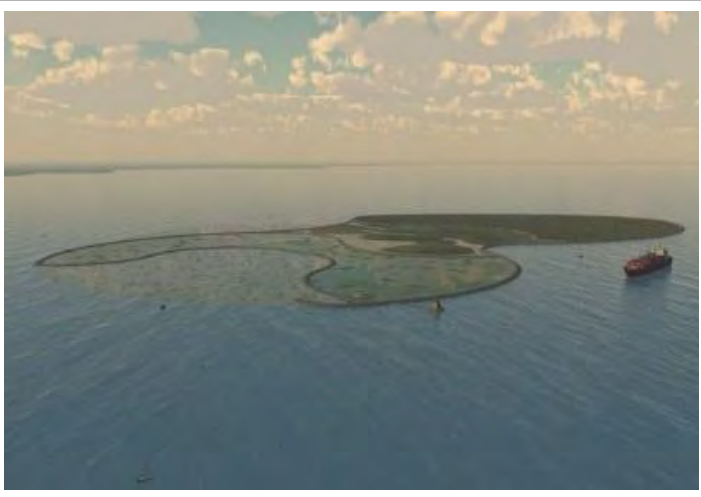
Rock Reef Under Construction



Toledo Harbor Habitat Restoration

(2012)

Ohio

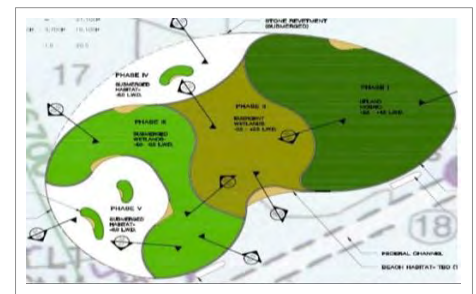


Project Highlights

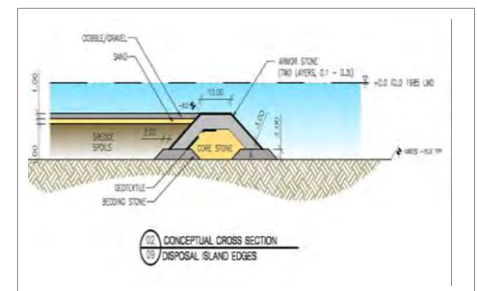
- Field /Data Collection
- Agency Coordination/Public Presentations
- Coastal Analysis/Modeling
- Alternative Formulation and Evaluation
- Construction Cost Estimates
- Economic Analysis

Reference

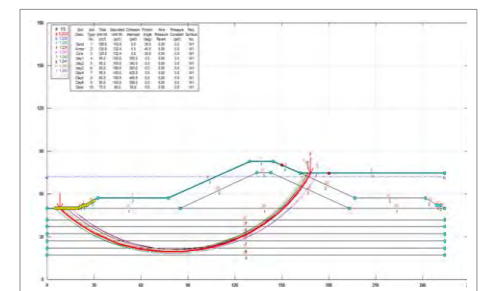
Craig Forgette, Chief Planning Team
USACE Buffalo District
craig.m.forgette@usace.army.mil
716-879-4187



Proposed Island



Spawning Rock Reef with Cobble/Gravel



Structure Stability

Challenge: Maumee Bay is located at the southwestern end of Lake Erie and is bordered by the states of Michigan and Ohio. The major tributary to it is the Maumee River, which flows into the bay near Toledo, Ohio. The Maumee River has a drainage area of 6,609 square miles, with approximately 80% of the land area in agriculture use. Maumee River has a very significant sediment load of over 1.0 million tons per year. Maintenance dredging is therefore required every year for safe navigation.

Solution: The U.S. Army Corps of Engineers (USACE), Buffalo District, initiated a study under Section 204 of the 2007 Water Resources and Development Act, also known as Regional Sediment Management (RSM). This study authority allows the USACE to evaluate opportunities for beneficial reuse of dredged material from the Toledo Harbor for ecosystem restoration.

Before joining GZA, Dan Veriotti was the Project Manager and lead Coastal Engineer for collecting field data, Coastal and Geotechnical analysis, alternative formulation and evaluation, construction cost estimates, and presentations with the stakeholders. A series of large emergent and submerged islands were proposed, with a 20-Year dredging capacity. One challenging aspect was the nature of soft sediment, primarily silts and clays. The project included the feasibility of underwater reefs placed for fish spawning. The geotechnical analysis indicated the need for providing a long toe for added stability. Stone breakwaters were provided on the most exposed sides, while some sides were provided with low crested stone structures, and coarse fill behind them. Different types of habitat were created, such as: submerged aquatic (-6 feet LWD), submerged wetlands (-4 feet to -0.5 feet LWD), emergent wetlands (-0.5 feet to +2.5 LWD), and upland mosaic (+2.5 feet to +4.5 feet LWD). In addition to these four habitat types, possible beach areas have been indicated on the plans. Beach areas could be constructed through a combination of sand, gravel and/or cobble materials. Fish spawning was included in the project for all islands.

Benefit: The team led by Dan Veriotti, PE carefully planned and designed the proposed improvements providing shoreline protection and various habitats.



Canal Park Shoreline Protection Design

Duluth, MN

(2018-2021)



Canal Park Shoreline

Challenge: The occurrence of extreme water levels and storms that exceeded a typical 100-Year set of conditions over Fall months in 2017, 2018 and 2019 resulted in critical shoreline erosion. In addition, the City infrastructure and the safety of the public were at high risk.

Solution: A shoreline assessment study quantified the severity of damages and prioritized the repairs to be performed in phases with construction cost estimates; in the process, it was recommended to select a resilient design condition to rebuild the shoreline. Before joining GZA, Dan Veriotti was the Engineer of Record, Project Manager and lead Coastal Engineer for all the studies, analysis and implemented projects in the Duluth area (part of Phases 1, 2 and 3). For Canal Park, the services provided included data collection (topographic and bathymetric survey, soil borings, underwater investigation), Coastal analysis (water levels, offshore waves, wave transformation-computer modeling and desktop, overtopping rates, Structural analysis (calculations for vertical concrete walls), Design Development, regulatory permitting, preparation of construction plans, bid assistance, and full time construction observations. The project also involved coordination (material preparations, presentations and field meetings) with FEMA representatives in support of funding grant applications. The resilient design includes a vertical concrete wall with a new armor stone revetment (6-9 tons armor and 10-12 tons toe stone). Another aspect of the project is that based on the large stones required and the quantity (approximately 77,000 tons), Dan recommended a separate contract for purchasing the stones from a quarry. The stone production at the quarry and hauling to the storage site took over 6 months, and it was bid in 2019 (ahead of the 2020 site construction). The land features a large area for rain gardens and infiltration, as resilience for extreme rain events.

Benefit: The team led by Dan Veriotti, PE carefully planned and designed the proposed improvements in phases, providing shoreline protection, ample recreational uses, and protection for City infrastructure.

Project Highlights

- Topographic Survey
- Bathymetric Survey
- LIDAR Survey
- Underwater Investigation
- Regulatory Coordination
- Coastal Analysis/Modeling
- Construction Plans and Specifications
- Full Time Construction Administration

Reference

Michael LeBeau, Construction Projects Supv.
City of Duluth, MN
mlebeau@DuluthMN.gov
218-340-0221



Concrete Wall Construction



Rain Gardens



Boardwalk



REL Staff

James Havel – RFP Tasks B-E
Ryan Trzinski, P.E. – RFP Tasks A-E
Jared Schmidt, P.E. – RFP Tasks A-E

Coordinating Agencies

Fish & Wildlife Services
MDEQ
WDNR US EPA
Lower Menominee River AOC
City of Marinette

Additional Services

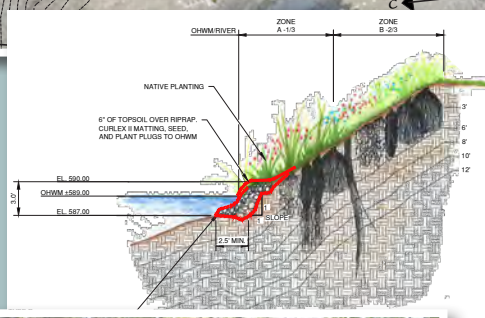
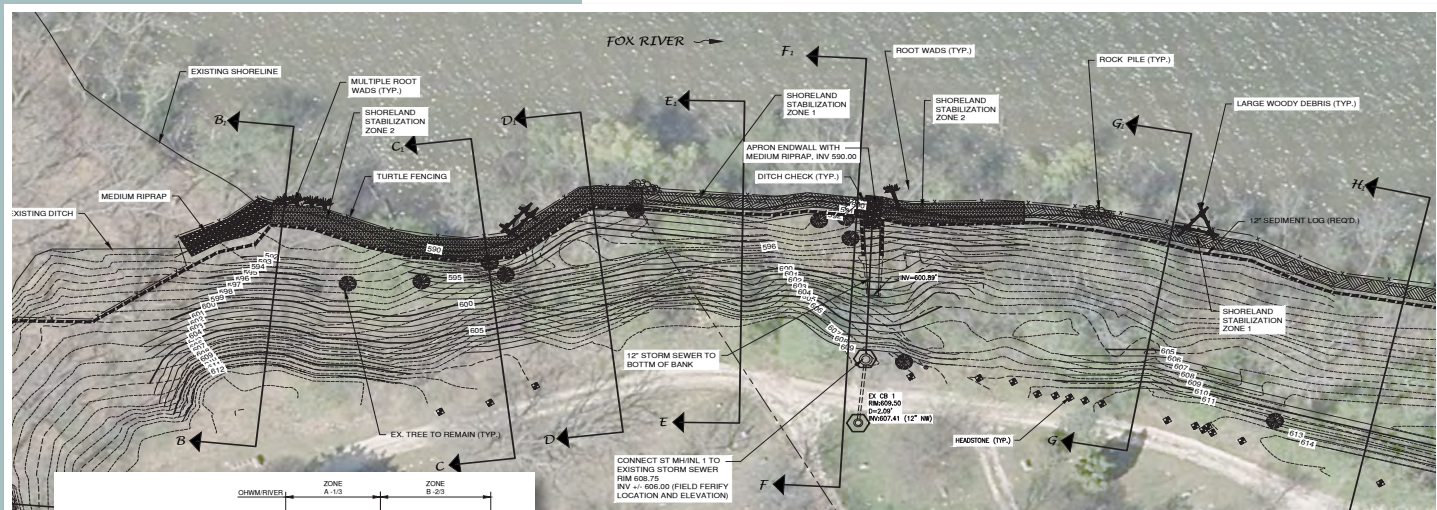
Once contractor obligations were fulfilled, the City of Marinette hired REL to conduct three additional years of vegetation management per the Maintenance, Operations and Management Plan prepared by our ecologists. REL also conducted supplemental planting and seeding of native species throughout the site to further enhance establishing communities.

References

Brian Miller, P.E.
715-732-5134
bmiller@marinette.wi.us

The Menominee River South Channel Restoration area is a 22-acre area located downstream of the Menominee River Turning Basin and between the Sixth St. slip and Ogden St. bridge in the Lower Menominee River Area of Concern (AOC). The South Channel was identified as a target area for restoration in the 2013 Fish and Wildlife Population and Habitat Management and Restoration Plan Update (WDNR and MDEQ, 2013). The Wisconsin Department of Natural Resources (WDNR) partnered with the City of Marinette to remediate arsenic-contaminated sediments and implement a restoration project to improve the connectivity between Menekaunee Harbor and the main channel, thus improving sediment quality, habitat value to fish and wildlife and human recreational and economic opportunities in the AOC. REL worked with the regulatory agencies and the City to manage the project; prepare a Quality Assurance Project Plan (QAPP); secure necessary permitting; attend and present information at stakeholder meetings; develop plans and specifications for habitat restoration and maintenance requirements; prepare bid documents; conduct on-site construction observation and administration; and performed annual vegetation monitoring for three years. REL addressed the need for invasive species control throughout the site. Native seeds, plants, shrubs, and trees native to the area were planted to improve bank habitat and establish diverse native plant communities. Woody debris was integrated into the toe of the bank and trees were hinge cut to establish improved open water fish habitat, while small, existing wetland channels were opened to increase northern pike spawning habitat. Great blue heron, osprey nesting platforms, bat houses, and nesting boxes were installed at the site.

De Pere Greenwood Cemetery on the Fox River De Pere, WI



The De Pere Greenwood Cemetery in the City of De Pere needed slope restoration design, native planting services, and permitting on their property adjacent to the Fox River. The water frontage along the Fox River had experienced significant erosion, and the slope was at risk of failure, an issue REL was retained to help mitigate.

Almost 1,600 lineal feet of shoreland was surveyed and new contours designed for a swath of land approximately 60 feet wide. Existing storm sewer was reconfigured to better control the discharge location along the slope, and stabilization measures, such as erosion mat and native plantings planned throughout the area. Multiple in-water structures were also designed and permitted, including root wads, sediment logs, and woody debris areas to help enhance wildlife features along the river.

REL Staff

Patrick Kuehl, P.E. - RFP Tasks A-E

Jared Schmidt, P.E. - RFP Task A

James Havel - RFP Tasks B-E

Coordinating Agencies

City of De Pere

WDNR

Army Corps of Engineers

Services Provided

Topographic Survey

Civil Engineering

Construction Services

Ecological Services

Reference:

Jewels Sowers

920-334-1859

info@DePereGreenwoodCemetery.org

Staff Qualifications

REL's project management approach is based on the simple philosophy of maintaining a personal partnership with each one of our clients. It is the intent of our staff to work as an extension of the WDNR and their staff to ensure a successful project. Our team is available and ready to assist.

Jared Schmidt, P.E., V.P., will be the PM and oversee the overall operations and interactions between REL staff and the WDNR, covering Tasks A-E identified within the Request for Proposal (RFP). Mr. Schmidt held a similar role for the Menekaunee Harbor and South Channel habitat restoration projects located in the Menominee River Area of Concern (AOC). He has over 20 years of experience in municipal engineering, planning, site design, storm water management, permitting, construction, and overall project coordination.

James Havel, Senior Ecologist, has over 25 years of experience providing natural resources services consisting of wetland delineations along with the design, installation, and maintenance of native plantings for storm water management facilities, restored vegetation communities, and wetland mitigation sites. Mr. Havel completed the native habitat designs for both Menekaunee Harbor and South Channel projects located in the Menominee River Area of Concern (AOC). Most recently, he designed the native habitat component for the De Pere Greenwood Cemetery shoreline restoration project on the Banks of the Fox River. He is a WDNR Assured Wetland Delineator, a service that provides completed delineations in a shorter timeline than if it needs formal approval by the WDNR. Mr. Havel will have some level of participation in RFP Tasks A-E.

Dan Veriotti, P.E., GZA, will aid in the modeling and engineering design of the in-water and shoreline restoration components of the project – RFP Tasks B & C. Mr. Veriotti has 27 years of experience completing shoreline investigations, coastal engineering, habitat design and planning, permitting, bid preparation and construction administration. Mr. Veriotti was the project manager, engineer of record and lead engineer for designing and building a resilient shoreline at various Lake Superior locations (including Canal Park in Duluth, MN) with FEMA funding (\$25M). He was also the project manager and lead engineer for the design and permitting of a shoreline restoration/stabilization project along the Niagara River in New York, with both aquatic and terrestrial habitat created. Construction is anticipated to begin in 2024.

Ryan Trzinski, P.E., is our Construction Services Manager with 16 years of experience. He will provide overall support and direct site design covering RFP Tasks A-E. Mr. Trzinski completed similar tasks when he led the design and construction efforts for the Menekaunee Harbor and South Channel Restoration Projects. He has experience in utility and street design and construction, both rural and urban, for municipalities, counties, and the state of Wisconsin. His construction background provides him with considerable insight into the constructability of public infrastructure. Mr. Trzinski's input is valuable to ensure project plans are constructible, which leads to a direct reduction in uncertainty in bidding and construction phase of projects.



Staff Qualifications (Continued)

Patrick Kuehl, P.E., will aid in the engineering design, completing the detailed hydraulic and hydrologic design, permitting, along with plan and specification preparation, which are similar to Tasks B-E outlined in the RFP. He has 29 years of experience completing waterway analysis and design, dam engineering, recreational design and planning, grading and drainage plans, permitting, bid preparation and construction administration. Mr. Kuehl has recently designed and permitted a shoreline restoration/ stabilization project for the De Pere Greenwood Cemetery located along the Fox River. Construction is anticipated to begin in the fall of 2023.

Brandon Robaidek, P.E., will aid in the engineering design, completing the detailed hydraulic and hydrologic design, permitting, plan and specification preparation. He has 6 years of experience completing infrastructure plans for both municipal and private developments to include sanitary sewer, water main, storm sewer, rural and urban street cross sections, grading and drainage plans, permitting, bid documents and construction administration.

Robert Watson, Ph.D., Commonwealth, has over 30 years of experience in archaeology. His specialties include pre-contact and early post-contact archaeology of the Upper Great Lakes and cultural resource management in the Midwest region. Dr. Watson will cover portions of the Cultural Resources activities listed in Task D of the RFP.

Meet your Lead Design Team



Project Manager
James Havel
25 Years



QA/QC
Jared Schmidt, P.E., V.P.
20 Years



Ecological
Nick Kintopf
10 Years



Engineering
Ryan Trzinski, P.E.
16 Years



Hydrology/Hydraulics
Patrick Kuehl
29 Years



Hydrology/Hydraulics
Brandon Robaidek, P.E.
7 Years



Surveying
Jim Westerman, PLS
32 Years

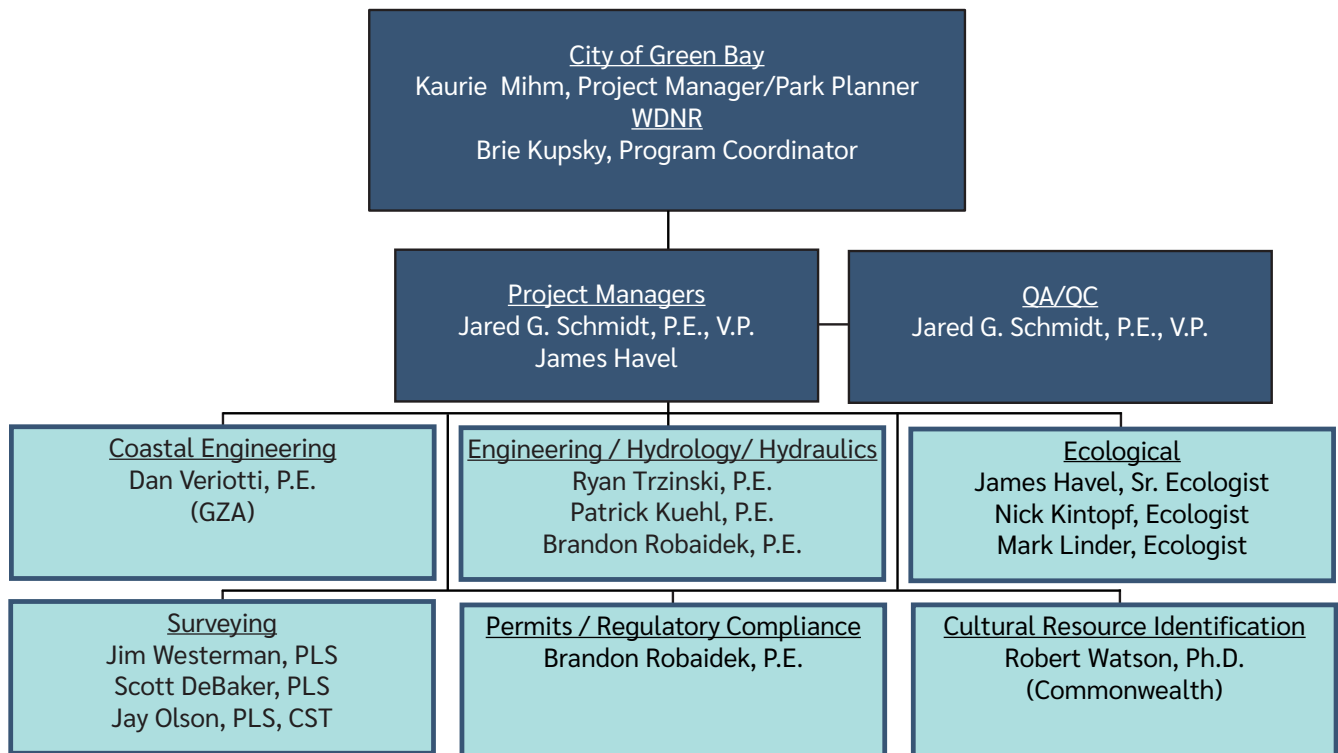


Coastal Engineering
Dan Veriotti, P.E.
GZA - 27 Years



Firm Background and Experience

The following organizational chart summarizes the anticipated staffing for this project. REL will lead efforts to design the restoration project; however, GZA will play a key role in documenting existing in-water and shoreline conditions along with designing structural features that will enhance the overall design and project goals. Cultural resource identification will be addressed by Commonwealth. Attached are resumes for various team members.





Education

UW-Green Bay

Master of Science
Environmental Science, 1999

UW-Stevens Point

Bachelor of Science
Wildlife and Biology, 1994

Certifications

**WDNR Assured Professional Wetland
Delineator**

Professional Organizations

Wisconsin Wetland Association
Wisconsin Society for Ornithology
Wild Ones, Native Landscaping

Continuing Education

Wetland Delineation Training
Advanced Hydric Soils
Wetland Construction & Restoration
Natural Lawn & Prairie Restoration Burn &
Safety Training
Temporary Traffic Control for Prescribed
Burns

James R. Havel

NES Ecological Manager

Senior Ecologist

EXPERIENCE

25 years experience in ecological services covering the following areas of expertise:

- *Wetland Delineation/Determination*
- *Wetland Mitigation, Planning & Monitoring*
- *Ecological Consulting Services*
- *Ecological Implementation Services*
- *Habitat Management Services*
- *Threatened & Endangered Species Assessments*

Wetland Delineation/Determination

Identify and delineate wetland resources and prepare associated report. WDNR Assured Wetland status eliminates the need for WDNR site reviews, reduces permitting delays and eliminates review fees. Project examples:

- *City of Green Bay, Brown County, WI*
- *Village of Allouez, Brown County, WI*
- *Strom Nelson Mitigation Bank, WisDOT, Town of Wood River, WI (234 acres)*
- *STH 15, Hortonville Bypass, WisDOT, Outagamie County, WI (4 miles & 145 acres)*
- *Resort Road Mitigation Site, WisDOT, Brown County, WI (191 acres)*
- *Oneida Wetland Mitigation Bank, WisDOT, Brown County, WI (50 acres)*

Ecological Consulting Services

Conduct various assessment, planning, design, mapping, survey, construction oversight and monitoring tasks associated with restoration and management of native habitats including prairies, wetlands, shorelines, dunes and woodlands. Project examples include:

Native Habitat Assessment, Planning & Design

- *Native Plantings for storm water facilities, Cities of Green Bay, Oshkosh, Appleton, and Villages of Bellevue and Hobart, WI*
- *Menekaunee Harbor AOC Restoration, City of Marinette, WI*
- *South Channel AOC Restoration, City of Marinette, WI*
- *Oneida Lake, Oneida Nation of Wisconsin, Brown County, WI*
- *Red Arrow Park Dune Restoration, Manitowoc County Parks Department, WI*
- *Bruemmerville Dam Removal & Silver Creek Restoration, Kewaunee County Parks, WI*
- *Bird Habitat for Sheboygan River AOC Restoration, Short Elliott Hendrickson, Sheboygan County, WI*



Jared G. Schmidt, P.E.

Vice President

Civil/Municipal Engineering Manager

EXPERIENCE

20 years experience in civil engineering covering the following areas of expertise:

- *Municipal engineering*
- *Site & storm water plan design*
- *Storm water management design & permitting*
- *Waterway analysis & design*
- *Site & recreational design & planning*

Waterway Analysis & Design

Hydraulic & hydrologic analysis of numerous waterways throughout the state of Wisconsin. Data can be used for FEMA flood planing mapping, a base line for future development, culvert sizing, stream restoration. By utilizing HEC-RAS, detail analysis and design can be performed.

Project examples include:

- *Menekaunee Harbor Restoration, Marinette, WI*
- *South Channel Restoration, Marinette, WI*
- *Mud Creek Bridge, Grand Chute, WI*
- *Irish Road Crossing, Hilbert, WI*
- *Fish Passage--CTH W, Waupaca County, WI*
- *Mosher Creek Stream Restoration, N. Fond Du Lac, WI*
- *Lane Creek Stream Restoration, Town of Patch, WI*
- *Porlier Pier Permitting, Green Bay, WI*
- *Ashwaubenon Creek Flood Plain Analysis, Lawrence, WI*
- *East River Flood Plan Analysis, Wrightstown, WI*

Storm Water Management Design

Regional facility designs included the development of regional storm water Best Management Practices (BMPs) for previously or newly developed areas. Identification of complete drainage basins, land uses, storm sewer conveyance systems, and site soils to design site specific BMPs. Regional ponds or other BMPs are then designed and evaluated for storm water quality and quantity impact.

Project examples include:

- *"The Woods" Golf Course Storm Water Pond, Green Bay, WI*
- *Brown County Farms Pond, Green Bay, WI*
- *Green Bay Parks - E. River Trail, Arnie Wolff Soccer Complex, Colburn Park, Bay Beach facilities, Beaver Dam Park, Green Bay, WI*
- *Centennial Centre at Hobart regional storm plan, Hobart, WI*

Education

Marquette University
Bachelor of Science
Civil Engineering, 2003

Registrations

Professional Engineer
Wisconsin

Professional Organizations

American Council of Engineering Cos. - WI
American Society of Civil Engineers
Fox Wolf Watershed Alliance, Past President
Northeast Wisconsin Storm Water Consortium
Brown County Home Builders Association,
Past Government Affairs Chairman
Preble Optimist Member

Continuing Education

Dam break analysis using HEC-RAS
Source Loading and Management Model
P8 urban catchment model
Post-construction storm water management
Construction erosion control
Phase II storm water regulation and compliance
Docks and marinas



Dan Veriotti, P.E.

Associate Principal/Coastal Engineer

Summary of Experience

Mr. Veriotti has over 27 years of experience with feasibility studies/master planning, coastal and water resources engineering, wetlands; waterfront design development for marinas, harbors, shoreline protection structures, dredging and beaches; technical studies (coastal processes, river hydraulics); data collection; structural analysis; regulatory coordination; and construction administration; developed strategic partnerships and working relationships with federal (USACE-Chicago, Buffalo, and Detroit, EPA) and state agencies, and public and private clients, as well as other private consulting firms. Led multi-disciplinary teams for complex projects throughout the Great Lakes, Mississippi River, and various inland lakes, as well as Singapore, Shanghai, and Malaysia. Technical Advisor for the IL Coastal Management Program, Shoreline Management Working Group.

Relevant Project Experience

COASTAL/ECOSYSTEM RESTORATION

Lake Erie Water Authority Shoreline Restoration, Town of Evans, NY. Principal in charge for survey data collection, soil borings and geotechnical analysis, coastal analysis, development of alternative layouts, preparation of construction documents, regulatory coordination (Town of Evans, USACE-Buffalo), contractor bidding, full-time construction observations. The project will restore the eroded bluff slope along 500 feet of shoreline, protect the existing critical infrastructure, and improve the existing large Lake Erie outfall.

Niagara River Ecosystem Restoration, Grand Island, NY. Principal in charge for survey data collection, soil borings and geotechnical analysis, coastal analysis, development of alternative layouts, preparation of design documents and coordination with stakeholders: New York State Parks, Recreation & Historic Preservation, Coastal States Organization, Buffalo Niagara Waterkeeper. The project will restore the eroded bluff slope along 3,500 feet of shoreline, create aquatic, emergent, Coastal wetland, and upper terrestrial habitat. Treatment wetlands will be provided at the existing stormwater outfalls into the river.

Duluth Resilient Shoreline, Duluth, Minnesota. Project/Program Manager, Engineer of Record and lead principal engineer for data collection (topographic, bathymetric, underwater investigation and aerial survey), coastal analysis including desktop and 2-D wave modeling, regulatory permitting, design and construction documents for the shoreline restoration (Coastal structures and beaches), recreational amenities (wood boardwalk, paved Lakewalk, access paths), stormwater management (infrastructure, green vegetated swales), full time construction administration in different shoreline areas (Canal Park, Lakewalk, Lakewood Water Intake, various Outfalls) within a 10-mile-long area. The construction for various sites was completed between 2018 and 2021. A resilient shoreline (armor stone revetment, concrete wall) was provided to limit the wave overtopping and protect the recreational amenities and City infrastructure; the projects were funded by FEMA, with a construction budget of over \$20M. The stone revetment for the largest site (Canal Park, 3,500 lineal feet of shoreline) included 80,000 tons of revetment with 6-9 tons armor and 10-12 tons toe stone. The series of implemented projects with approximately \$20M budget also included site assessment studies, grant support documents, coordination, and presentations with FEMA representatives.

Education

MSc Coastal Engineering,
MSc Water Resources/Coastal Hydraulics
University of Michigan

Licenses & Registrations

Professional Engineer:
Illinois #62061867
Wisconsin #40519
Minnesota #55678
Indiana #PE11011490
Iowa #P24479
Michigan #6201052333
Ohio #PE.73884
Pennsylvania #PE076278

Areas of Specialization

- Shoreline Site Investigations
- Numerical Analysis
- Coastal Engineering
- Design/Construction Plans
- Construction Administration
- Regulatory Permitting
- Marina Design
- Dredging
- Beneficial Use of Dredged Material
- Wetland Design
- Stream Bank Stabilization
- Site Habitat Restoration



Education

UW-Platteville

Bachelor of Science
Civil Engineering, 2007

Mid-State Technical College

Associates Degree
Civil Engineering, 2001

Registrations

Professional Engineer
Wisconsin and Michigan

Certifications

Bridge Inspector
Wisconsin

Professional Organizations

American Council of Engineering Cos. - WI
American Society of Civil Engineers
American Institute of Steel Construction

Ryan H. Trzinski, P.E.

*Construction Services Manager
Transportation Engineer*

EXPERIENCE

16 years experience covering the following areas of expertise:

- *Roadway Design*
- *Urban Street Design*
- *Bridge Design*
- *Recreational Design & Planning*
- *Municipal Engineering*
- *Construction Project Engineer*
- *Resident Project Representative*
- *WisDOT Design Process*
- *Dredging Operation Projects*
- *Federal, State, and Local Agency Permitting Projects*

Municipal Engineering

Design of sanitary sewer, lift stations, water main, storm sewer facilities, street and roadway cross sections; development of plans, specifications and necessary contract documents for bidding purposes; coordination between owner, contractor and construction observer. Coordination of public involvement meetings and information for municipal board meetings. Work also includes site design of residential developments, commercial building sites, parking lots, park and recreational areas. Project examples include:

- *Pecor Street City of Oconto*
- *French and Oconto Streets, City of Peshtigo*
- *French Street Reconstruction, City of Peshtigo*
- *13th Street Reconstruction, Menominee, MI*

Dredging Operation Projects

Combine technical and problem-solving expertise that anticipates and avoids project delays and cost overruns. Generating work change directives, negotiating change orders, processing payment requests, record construction activities in daily construction report, complete bathymetric and topographic surveys prior to dredging and post dredging, material sampling, environmental testing of dredge materials if required, maintain appropriate records of fill sites, if applicable complete grant funding documentation, and coordination with WDNR as required through permitting requirements. Project examples include:

- *Menekaunee Harbor, City of Marinette*
- *Algoma Municipal Harbor, City of Algoma*



Patrick H. Kuehl, P.E.
Civil/Municipal Sr. Project Manager

Education

UW-Milwaukee
 Bachelor of Science
 Civil Engineering, 1993

Registrations

Professional Engineer
 Wisconsin

Professional Organizations

American Council of Engineering Cos.- WI
 American Society of Civil Engineers
 Northeast Wisconsin Stormwater Consortium
 Subcommittee

Continuing Education

River Analysis Systems HEC-RAS
 Source Loading and Management Model
 (SLAMM)
 P8 Urban Catchment Model
 Certified Nutrient Management Planning
 (Engineering)

EXPERIENCE

29 years experience in civil engineering covering the following areas of expertise:

- *Agricultural engineering*
- *Site & storm water plan & design*
- *Waterway analysis & design*
- *Dam engineering*
- *Recreational design & planning*
- *Municipal engineering*

Waterway Analysis & Design

Hydraulic & hydrologic analysis of numerous waterways throughout the state of Wisconsin. Data can be used for FEMA flood planing mapping, a base line for future development, bridge/culvert sizing, stream restoration. By utilizing HEC-RAS, detail analysis and design can be performed. Project examples include:

- *CTH J bridge over Sandy Creek, Kewaunee County, WI*
- *CTH BB bridge over East Twin River, Kewaunee County, WI*
- *Flood Plain Determination South Branch Little Suamico River, Pulaski, WI*
- *Mosher Creek Stream Restoration, N. Fond du Lac, WI*
- *NWTC Campus Stream Restoration, Green Bay, WI*
- *Clarks Mills Dam Failure Analysis, Cato, WI*
- *New Haven Lane Bridge over School Creek, Luxemburg, WI*
- *De Pere Greenwood Cemetery, De Pere, WI*
- *Duck Creek Bank Naturalization, Pamperin Park, Howard, WI*

Dam Engineering

Perform engineering design and analysis to include dam inspections, dam failure analysis, design and permitting of new and dam improvement projects. Project examples include:

- *Kiel Mill Pond Dam Analysis and Modifications Plans, City of Kiel, WI*
- *Legend Lake Biannual Dam Inspection, Menominee County, WI*
- *Botanical Garden Pond & Dam Reconstruction, NWTC Green Bay Campus, WI*
- *Bruemerville Dam Removal, Kewaunee County, WI*
- *Dam Failure Analysis, Kiel, WI*



Education
UW-Platteville
Bachelor of Science
Civil Engineering, 2016

Registration
Professional Engineer
Wisconsin

Continuing Education
OSHA 29 CFR Lead Exposure in Construction

Professional Organizations
American Council of Engineering Companies - WI

Brandon D. Robaidek, P.E.

Civil/Municipal Engineer

EXPERIENCE

7 years engineering experience in civil/municipal engineering covering the following areas of expertise:

- *Site & storm water plan design*
- *Waterway analysis & design*
- *Municipal engineering*
- *Agricultural engineering*

Site & Storm Water Plan Design

Design engineer for various commercial, industrial, and residential site plan designs in Wisconsin. Design work includes developing the layout of proposed improvements and providing detailed utility plans, grading plans, and erosion control plans. Storm water management plans are also generally required. Design of storm water management plans and Best Management Practices includes the analysis of existing and proposed drainage basins, land uses, site specific soils, and storm water conveyance features. Permitting and coordination with local municipalities and state and federal agencies is generally required also. Project examples include:

- *Madeira Place, Hobart, WI*
- *Tranquil Trails, De Pere, WI*
- *Wylde Berry Condominiums, Village of Hobart, WI*
- *Dollar Tree, New London, WI*
- *Community-Based Retirement Facility and Condos, Freedom, WI*
- *Community-Based Retirement Facility, Omro, WI*
- *Portofino Place, Hobart, WI*
- *Investors Community Bank, Grand Chute, WI*
- *North Shore Bank, Brookfield, WI*
- *Woodfield Motor Condos, Suamico, WI*
- *Hobart Fire Department, Hobart, WI*
- *Clintonville Multi-family Development, Clintonville, WI*
- *Laserform, Hobart, WI*
- *Integrity Warehousing, Hobart, WI*
- *Pulaski Wedding Barn, Pulaski, WI*
- *RGL Warehouse, Appleton, WI*

Waterway Analysis & Design

Hydraulic & hydrologic analysis of numerous waterways throughout the state of Wisconsin. Data can be used for FEMA flood planing mapping, a base line for future development, culvert sizing, stream restoration. By utilizing HEC-RAS, detail analysis and design can be performed. Project examples include:

- *Watertown Storm Sewer Analysis, City of Watertown, WI*
- *Mallard Road Bridge, Town of Wrightstown, WI*
- *Russett Court Culvert Sizing, Howard, WI*
- *Munger Lake Base Floodplain Elevation Analysis, Lakewood, WI*
- *Lancaster Creek Estates Flood Study, Howard, WI*
- *Hasselblad Flood Study, Green Bay, WI*
- *Gateway Estates Flood Study and Culvert Sizing, Hobart, WI*
- *CTH B Culvert Design, Schoepke, WI*



Nick Kintopf
NES Restoration Ecologist

EXPERIENCE

10 years experience in ecological services covering the following areas of expertise:

- Wetland Mitigation, Planning & Monitoring
- Ecological Consulting Services
- Ecological Implementation Services
- Habitat Management Services

Wetland Mitigation, Planning & Monitoring

Assist with site identification, bank prospectus development, compensation site plan preparation and agency approval. Monitor plant communities, invasive species & groundwater levels, perform tree and shrub inventories, record wildlife observations & preparation of annual reports. Project examples include:

Monitoring

- Schaefer Wetland Mitigation Site, Fond du Lac County, WI
- Theel Wetland Mitigation Site, Fond du Lac County, WI
- Menekaunee Harbor AOC Restoration, Marinette County, WI
- Neenah Mitigation Site, WisDOT, Winnebago County, WI
- Oneida Wetland Mitigation Bank, WisDOT, Brown County, WI
- Resort Road Mitigation Site, WisDOT, Brown County, WI

Ecological Consulting Services

Conduct various assessment, planning, design, mapping, survey, construction oversight and monitoring tasks associated with restoration and management of native habitats including prairies, wetlands, shorelines, dunes and woodlands. Project examples include:

Native Community, Plant & Invasive Species Inspections, Surveys & Mapping

- WisDOT Remnant Prairie Vegetation Assessment GIS Mapping, 25 Remnant Prairie Sites, Statewide, WI
- WisDOT Big Eau Pleine Wetland Mitigation Site, Marathon County, WI
- Storm Water Facility Assessments, City of Oshkosh, WI
- Native Planting Plan, Libbey Nicolet Watershed Storm Water Facilities, City of Oshkosh, WI
- Native Planting Plan, Oshkosh Corp Storm Water Facility, City of Oshkosh, WI
- Storm Water Facility Assessments, Village of Bellevue, WI
- Storm Water Facility Assessments, Green Bay, WI

Education

UW - Green Bay
 Bachelor of Science
 Environmental Science and Biology 2012

Certifications

S-390 Intro to Fire Behavior Calculations
 S-219 Firing Operations
 S-190 Intro Wildland Fire Behavior
 S-130 Basic Wildland Firefighting
 S-212 Wildland Fire Chainsaws
 S-290 Intermediate Wildland Fire Behavior
 IS-700 Nat'l Incident Management Systems
 IS-100 Incident Command System
 IS-200 Incident Command System
 S-133 Look Up, Look Down & Around
 S-131 Advanced Firefighter
 L-180 Human Factors in Wildland Firefighting
 L-280 Followership to Leadership
 WI Pesticide Applicator (Cat. 5.0 & 6.0)
 ATV Safety
 iPad/GLEDN Training (invasive species)
 Invasive Plant Identification
 Native Plant Community Identification
 ArcGIS Training
 Defensive Driving
 Chainsaw Safety



Education

NWTC—Green Bay, WI
Associate Degree in Civil Engineering-Public
Works, Technology, 1987

Registration

WI Professional Land Surveyor

James R. Westerman, PLS

Survey Manager

As a professionally trained and licensed land surveyor with 36 years of experience in various areas. Jim brings a wealth of knowledge and expertise to our survey department. He is a leader who oversees scheduling, ensures QA/QC, and composes legal documents for recording. His expertise includes a broad range of survey types from ALTA/land title, FEMA, topographic, right-of-way, boundary, land development surveys, as well as subdivision plats, construction staking and administration.



Education

NWTC—Green Bay, WI
Associate Degree in Civil Engineering-Public
Works, Technology, 1995

Registration

WI Professional Land Surveyor

Scott D Debaker, PLS

Survey Project Leader

Scott is a licensed surveyor with 28 years of experience and extensive expertise in the development of right-of-way plats for the Wisconsin Department of Transportation. He produces accurate and high quality topographic drawings confirms right-of-way information and developing detailed maps for civil design.



Education

NWTC—Green Bay, WI
Associate Degree in Civil Engineering-Public
Works, Technology, 1997

Registration

WI Professional Land Surveyor

Jay A. Olson, PLS, CST

Survey Field Leader

As a lead field surveyor for our team, Jay brings over 26 years of experience and a wealth of knowledge to his role. With his professional license, and as a Certified Survey Technician, Jay has a wide range of surveying projects. He is skilled at topographic surveys, construction staking, boundary surveys, right-of-way plats, and subdivision platting.

Robert Watson, Ph.D., RPA, Regional Principal

Experience Profile

Dr. Watson, Midwest Regional Principal of Commonwealth Heritage Group LLC. (Commonwealth), has over 30 years of experience in archaeology. His specialties include pre-contact and early post-contact archaeology of the Upper Great Lakes and cultural resource management in the Midwest region. He has worked closely with energy companies, including the American Transmission Company and Enbridge Energy, Limited Partners, and federal agencies, including the United States Army Corps of Engineers, the USDA Forest Service, and the United States Park Service. Dr. Watson is recognized by the Director of the Wisconsin Historical Society as an archaeologist qualified to excavate human burials and is a member of several professional societies, including the Register of Professional Archaeologists, Society for American Archaeology, Wisconsin Archaeological Survey, Midwest Archaeological Conference, Southeast Archaeological Conference, and Wisconsin Archaeological Society.

Professional Certifications

1995–present Meets the Secretary of the Interior's professional qualifications standards for archaeology (48 FR 44738-44739)
1995–present Register of Professional Archaeologists
1995–present Archaeologist qualified to excavate human burials in Wisconsin

Specialized Training

Wisconsin Historical Society Historic Preservation Consultant Workshop, National Preservation Institute Section 106 training (Section 106: An Introduction), NEPA Compliance and Cultural Resources Training, Section 106: A Review for Experienced Practitioners,

Professional Societies

Register of Professional Archaeologists, Society for American Archaeology, Midwest Archaeological Conference, Wisconsin Archaeological Survey, Wisconsin Archaeological Society, Southeastern Archaeological Conference

Representative Commonwealth Projects

Project Manager. Milwaukee River Habitat Restoration Project, Cultural Resources Review and Phase I Archaeological Survey

Commonwealth conducted a cultural resource review for the Milwaukee Metropolitan Sewerage District in the City of Milwaukee, Wisconsin. Commonwealth's review identified several previously reported archaeological sites within or adjacent to areas of proposed habitat restoration areas along the Milwaukee River. Phase I archaeological survey to assess potential effects to sites within the proposed restoration areas is ongoing in 2023.

Project Manager. Kenosha Dunes Habitat Protection and Restoration Project, Cultural Resources Review and Phase I Archaeological Survey

Commonwealth is conducting cultural resources review and survey for the Kenosha Dunes Habitat Protection and Restoration Project in the City of Kenosha, Wisconsin. Commonwealth's review identified archaeological resources nearby, but none within, areas of proposed habitat restoration along the Lake Michigan shoreline. Phase I archaeological survey to identify and assess potential effects to sites within the proposed restoration areas is scheduled for 2023.

Project Manager. Chiwaukee West Restoration Project, Cultural Resources Review and Phase I Archaeological Survey

Commonwealth conducted cultural resources review and survey for the Chiwaukee West Restoration Project in the Village of Pleasant Prairie, Wisconsin. Commonwealth identified one archaeological site within the project area. Proposed efforts to remove the project area from cultivation and restore it to wet-mesic lake plain prairie will provide a protection to the archaeological site.



Education:

Ph.D., University of Wisconsin - Milwaukee, Anthropology, 2005

M.A., University of Wisconsin-Milwaukee, Anthropology, 1993

B.A., University of Wisconsin-Madison, Anthropology and History, 1989

Professional Development:

Section 106: A Review for Advanced Practitioners; 2014

NEPA Compliance and Cultural Resources; 2013

Section 106: An Introduction; 2002

Professional Affiliations:

Society for American Archaeology

Southeastern Archaeology Conference

Midwest Archaeological Conference

Wisconsin Archaeological Society

Wisconsin Archaeological Survey

Register of Professional Archaeologists

TIMELINE

Many team members from REL and GZA will be directly involved with the data gathering and design process of the Joliet Park restoration project. Assigning specific tasks to key individuals will ensure responsibilities are shared, allowing staff to focus on assigned project specific requirements. Internal weekly design team meetings will allow regular and targeted project reviews to help guide staff in achieving established timeline milestones. External communication with the City PM, WDNR and project team is also of the utmost importance. Our team will focus on timely email and phone call responses knowing that project needs are time sensitive. In many instances, we find that our use of technology, management practices, and design efficiency allows REL to best serve our clients to find and implement innovative, cost- effective and timely solutions.

REL is prepared to provide the required professional services in accordance with the Joliet Park request for proposal, generally following the schedule presented below. Our intent is to work closely with the overall project team to develop and refine a schedule that best meets the needs of the project. Together, with the comprehensive listing of highly qualified staff, REL will work closely with the City of Green Bay and coordinate all efforts in conjunction with the City. Jared, along with staff engineers, surveyors, technicians, and ecologists are committed to the project and timeline to meet the expectations of Green Bay, and other vested stakeholders.



Proposed Timeline

Joliet Park Shoreline & Reef Restoration - City of Green Bay

Concept Design Development Timeline

	2023							
	May	June	July	August	September	October	November	December
Task A: Project Communication								
-Project Design Kickoff Meeting								
-Project Schedule & Fee Expenditure Forecast								
-Quality Assurance Project Plan								
-Progress Meetings								
-Invoicing & Reporting								
-Public Outreach								
Task B: Concept Plan Development								
Documentation of Existing Conditions								
-Topographic & Bathymetric Surveys								
-H&H/Storm Water Management Analysis								
-Ordinary High Water Mark Determination								
-Geotechnical Evaluation/Soil Survey								
-Shoreline Erosion Assessment								
-Evaluate Existing Spawning Reef								
-Habitat/Vegetation Surveys								
-Draft & Final Technical Memorandum								
Task D: Permitting, Regulatory Compliance and Approvals								
-NHI documentation Coordination								
-Cultural Resource Identification Study								

	2024											
	January	February	March	April	May	June	July	August	September	October	November	December
Task A: Project Communication												
-Quality Assurance Project Plan												
-Progress Meetings												
-Invoicing & Reporting												
-Public Outreach												
Task B: Documentation of Existing Conditions												
Documentation of Existing Conditions												
-Wetland Delineation												
-Topographic & Bathymetric Surveys												
-H&H/Storm Water Management Analysis												
-Ordinary High Water Mark Determination												
-Geotechnical Evaluation/Soil Survey												
-Shoreline Erosion Assessment												
-Evaluate Existing Spawning Reef												
-Habitat/Vegetation Surveys												
-Draft & Final Technical Memorandum												
Develop a Concept Plan and Basis of Design Report												
-Basis of Design Reporting												
-Engineers Estimate												
Task C: Develop a Final Project Design												
-Final Engineering Plans												
-Update Basis of Design Report												
-Updated Engineering Estimate												
-Monitoring and Maintenance Plan												
Task D: Permitting, Regulatory Compliance and Approvals												
-Permitting & Regulatory Meetings												
-Cultural Resource Identification Study												
-NHI documentation Coordination												
Task E: Bid Document Preparation (Contingent)												
-Construction Bid Package												
-Addendums & Meeting Notes												
Construction												

Construction Start Date = TBD



Cost Proposal

As detailed within this proposal, the REL design team, proposes to complete the noted scope of work on a lump sum basis. The work will generally follow the cost proposal detailed below, but the hours and thus cost values may vary between tasks. Permit and submittal fees will be billed as a reimbursable expense above and beyond the lump sum cost noted. The design team has identified value in providing a detailed underwater investigation completed by a diving team as well as completing a detailed 2-Dimensional numerical analysis for the bottom-induced currents. These efforts would further identify sub-water surface conditions and be utilized to evaluate the stability of stone sizes used for the reef cap. These services was not included within our base fee, as these services were not directly requested within the RFP.

<u>Design / Development Task Summary</u>	<u>Staff</u>	<u>Labor Classification</u>	<u>Estimated Hours</u>	<u>Billing Rate</u>	
Task A - Project Management & Coordination					
<i>Project Schedule & Fee Expenditure Forecast</i>	Jared Schmidt	Civil Engineer Manager	90	\$176	\$15,840.00
<i>Invoicing & Progress Reports</i>	Ryan Trzinski	Engineer III	182	\$148	\$26,936.00
<i>Progress Meetings</i>	Pat Kuehl	Engineer III	6	\$148	\$888.00
<i>Project Kickoff Meeting</i>	James Havel	Natural Resource Scientist IV	126	\$135	\$17,010.00
<i>QAAPP</i>	Nick Kintopf	Natural Resource Scientist II	6	\$90	\$540.00
<i>Stakeholder & Public Outreach</i>	Lori Reschke	Clerical II	33	\$68	\$2,244.00
	Norma Miller	Clerical Manager	27	\$99	\$2,673.00
	Dan Veriotti	Coastal Engineer	12	\$180	\$2,160.00
GZA					\$650.00
	Expenses (Mileage & Printing)				
				TASK A TOTAL	\$68,941.00
Task B - Concept Plan					
<i>Coordinate & Manage Collection of Site Specific Data</i>	James Havel	Natural Resource Scientist IV	100	\$135	\$13,500.00
<i>Develop Concept Plan & Basis of Design Report</i>	Nick Kintopf	Natural Resource Scientist II	78	\$90	\$7,020.00
	Shannon McClusky	Natural Resource Scientist I	16	\$74	\$1,184.00
	James Westerman	Survey Manager	8	\$140	\$1,120.00
	Travis Kostichka	Surveyor Technician II	46	\$90	\$4,140.00
	Jared Schmidt	Civil Engineer Manager	32	\$176	\$5,632.00
	Ryan Trzinski	Engineer III	38	\$148	\$5,624.00
	Pat Kuehl	Engineer III	6	\$148	\$888.00
	Brandon Robaidek	Engineer I	55	\$108	\$5,940.00
	Matthew Egle	Engineering Technician I	16	\$87	\$1,392.00
GZA	Dan Veriotti	Coastal Engineer	134	\$180	\$24,120.00
GZA	Ian Mosbrucker	Geotechnical Engineer	30	\$150	\$4,500.00
	Anna Peters	GIS Specialist I	28	\$94	\$2,632.00
	Rochelle Bursa	CAD Technician II	40	\$96	\$3,840.00
	Lori Reschke	Clerical II	8	\$68	\$544.00
	Norma Miller	Clerical Manager	6	\$99	\$594.00
	Expenses (Mileage, GPS, Survey Equipment)				\$3,325.00
				TASK B TOTAL	\$85,995.00
Task C - Engineering Design Services					
	Jared Schmidt	Civil Engineer Manager	16	\$176	\$2,816.00
	Ryan Trzinski	Engineer III	28	\$148	\$4,144.00
	Pat Kuehl	Engineer III	24	\$148	\$3,552.00
	Brandon Robaidek	Engineer I	20	\$108	\$2,160.00
	Matthew Egle	Engineering Technician I	20	\$87	\$1,740.00
	James Havel	Natural Resource Scientist IV	40	\$135	\$5,400.00
	Anna Peters	GIS Specialist I	10	\$94	\$940.00
	Rochelle Bursa	CAD Technician II	10	\$96	\$960.00
	Lori Reschke	Clerical II	8	\$68	\$544.00
	Norma Miller	Clerical Manager	2	\$99	\$198.00
GZA	Dan Veriotti	Coastal Engineer	80	\$180	\$14,400.00
GZA	Ian Mosbrucker	Geotechnical Engineer	8	\$150	\$1,200.00
				TASK C TOTAL	\$38,054.00
Task D - Cultural Resource Investigations, Regulatory Compliance & Permitting					
<i>Cultural Resource Investigations (Sub-Contracted)</i>	Commonwealth				\$7,568.40
<i>Regulatory Compliance/T&E Resources</i>	James Havel	Natural Resource Scientist IV	8	\$135	\$1,080.00
<i>Permitting</i>	Shannon McClusky	Natural Resource Scientist I	6	\$74	\$444.00
	Jared Schmidt	Civil Engineer Manager	20	\$176	\$3,520.00
	Ryan Trzinski / Pat Kuehl	Engineer III	24	\$148	\$3,552.00
	Brandon Robaidek	Engineer I	32	\$108	\$3,456.00
	Lori Reschke	Clerical II	6	\$68	\$408.00
	Norma Miller	Clerical Manager	2	\$99	\$198.00
GZA	Colin Byron, EIT	Coastal Engineer	40	\$125	\$5,000.00
				TASK D TOTAL	\$25,226.40
				DESIGN SUBTOTAL (TASKS A - D)	\$218,216.40
Task E - Bid & Award Services (Contingent)*					
	Jared Schmidt	Civil Engineer Manager	16	\$176	\$2,816.00
	Ryan Trzinski	Engineer III	24	\$148	\$3,552.00
	Brandon Robaidek	Engineer I	20	\$108	\$2,160.00
	Lori Reschke	Clerical II	32	\$68	\$2,176.00
	Norma Miller	Clerical Manager	4	\$99	\$396.00
				TASK E TOTAL	\$11,100.00
				Bidding SUBTOTAL (TASK E)	\$11,100.00
Lump Sum*					\$229,316.40

*2023 Dollars - Inflationary Rate Anticipated for Actual Year of Implementation following Consultant Teams annual billing rate schedule.



Closing

REL has worked closely with numerous entities on engineering and ecological projects over many years including multiple ecological and environmental related projects for the City of Green Bay. We have a firm understanding of the city's high expectations of the project. REL has completed projects of a very similar nature, including the South Channel and award winning Menekaunee Harbor Restoration projects, for the City of Marinette. GZA's knowledge and experience with designing and constructing environmentally sound in-water structures such as rock reefs strengths our team's ability to provide proven habitat restoration solutions.

Our team, as illustrated by our project experience and expertise provides high-value engineering, surveying, and ecological services to provide a streamlined and successful project. We feel our vast experience in all applicable disciplines makes REL a great candidate to partner with the city to complete this project. We are knowledgeable of your staff, and of the natural resources expertise necessary to effectively complete the City of Green Bay Joliet Park Design Services Proposal. We look forward to this opportunity to work with the City of Green Bay.





Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

September 27, 2023

PREPARED BY

AGENDA ITEM # E.3

Consideration with possible action on accepting the donation of the installation of an all-inclusive playground at Bay Beach Amusement Park from the Friends of Bay Beach.

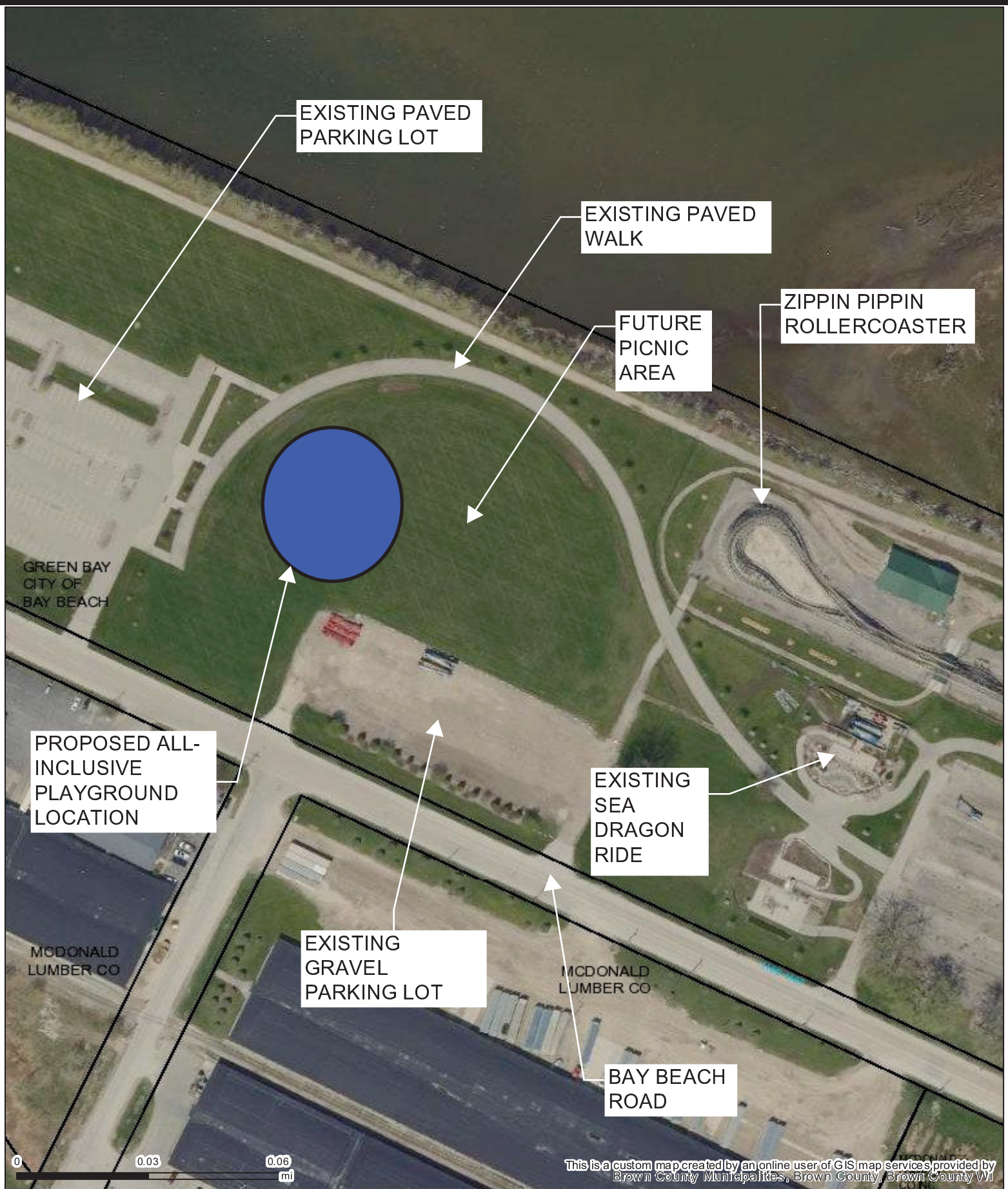
BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

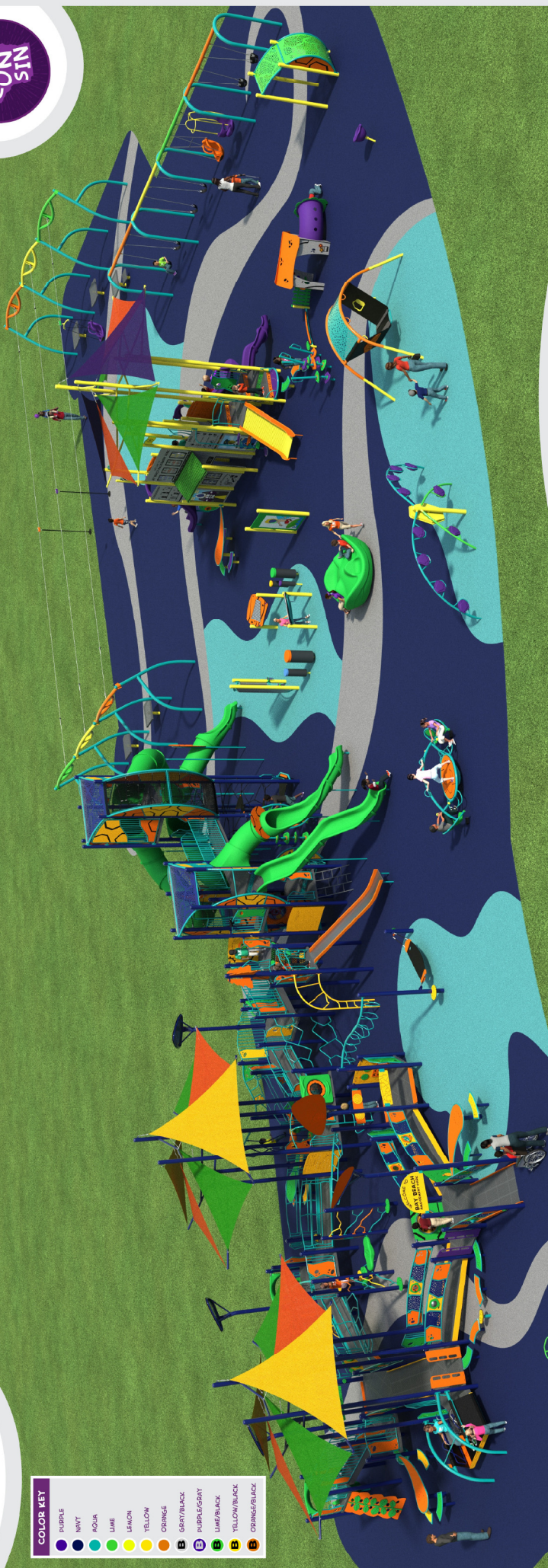
1. Bay Beach Playground Map 1C
2. Bay Beach Playground 3D Plan2

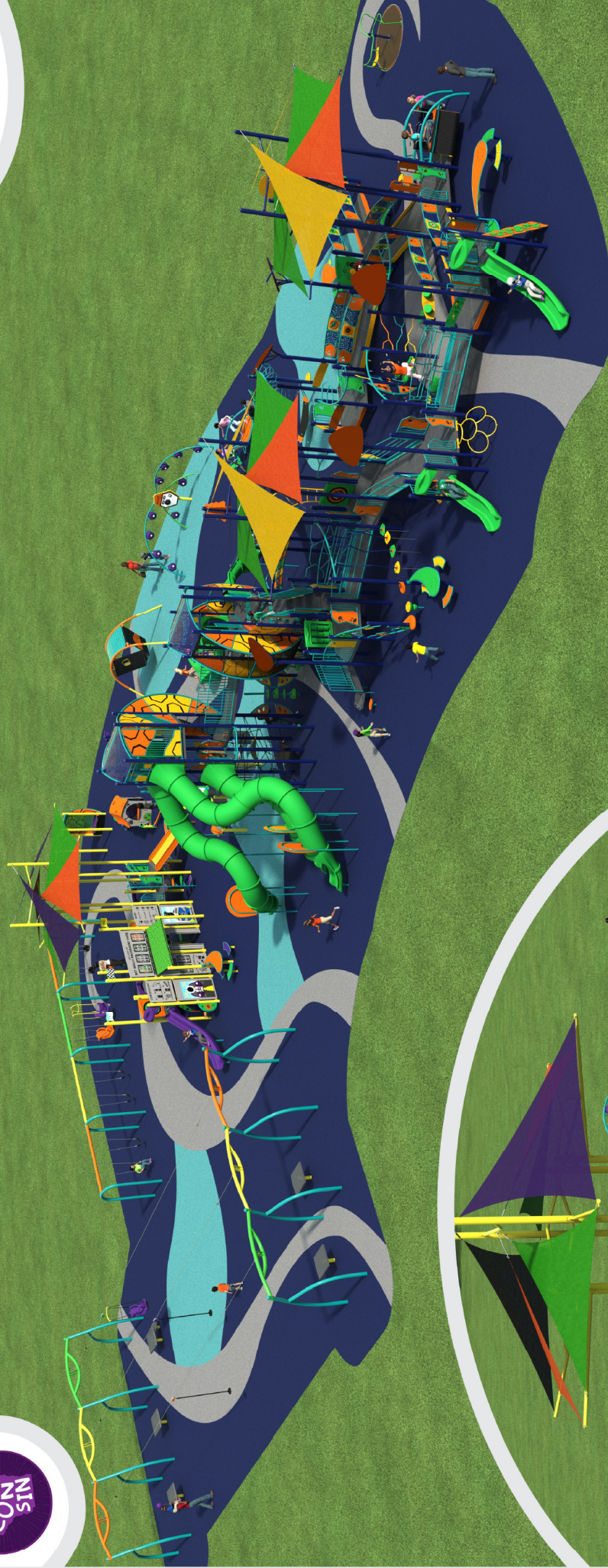


PROPOSED ALL-INCLUSIVE PLAYGROUND DONATION BAY BEACH AMUSEMENT PARK



COLOR KEY	
●	PURPLE
●	NAVY
●	WATER
●	LIME
●	LEMON
●	YELLOW
●	ORANGE
●	GRAY/BLACK
●	PURPLE/GRAY
●	LIME/BLACK
●	YELLOW/BLACK
●	ORANGE/BLACK







Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

September 27, 2023

PREPARED BY

AGENDA ITEM # E.4

Consideration with possible action on the approval of the Design, Construction & Dedication Agreement with the Friends of Bay Beach for the installation of an all-inclusive playground at Bay Beach Amusement Park.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Bay Beach Playground Construction Dedication Agreement - FOBB -LAW92623



City of Green Bay
Department of Parks, Recreation & Forestry

DESIGN, CONSTRUCTION & DEDICATION AGREEMENT
BAY BEACH AMUSEMENT PARK
PLAYGROUND INSTALLATION

This Agreement is made this _____ day of October, 2023, by THE CITY OF GREEN BAY, a Wisconsin municipal corporation (City), and the Friends of Bay Beach, (FOBB), a Wisconsin 501(c)(3) charitable organization.

RECITALS

- A. The City is the Owner of the property located at 1313 Bay Beach Road, Green Bay, WI 54301 and generally known as Bay Beach Amusement Park (Bay Beach). Bay Beach is a 75 acre municipal owned amusement park featuring parking lots, walkways, shelters and classic amusement rides located along the shoreline of the Bay of Green Bay.
- B. FOBB is a Wisconsin 501 (c)(3) charitable organization dedicated to preserving, promoting and expanding Bay Beach.
- C. The City and FOBB have identified the need for the installation of an all inclusive playground at Bay Beach Amusement Park.
- D. The Friends of Bay Beach have proposed to purchase and install the playground equipment along with hiring contractors to install the associated site work. Several contractors will need to be selected and engaged. Work shall include the following elements; erosion control, site grading, gravel base, concrete flatwork, concrete footings, fencing, site restoration, stormwater management, playground structure installation and rubberized playground safety surfacing. The contractors engaged by the FOBB will coordinate closely with the City of Green Bay as it relates to site access, construction scheduling and all necessary inspection requirements by the City within the sole discretion of the City. The City will enter into an Access Agreement with each contractor.
- E. The City will install all site control construction fencing, coordinate securing all necessary permits and will coordinate with the various contractors as necessary.
- F. The City is in the process of engineering the site work associated with the playground and walkway installation. The City has already hired an engineering consultant to engineer the required stormwater management facility. The stormwater management engineering is currently in process. The City will apply for the necessary permits to complete this work. The FOBB agree to install the playground, rubberized surfacing, stormwater management facility, walks and fencing per the final City supplied construction plans and specifications. The City agrees to allow the work to be completed for these purposes, and FOBB agree to do the work at FOBB's sole expense and requests that the City accept the dedication and assume maintenance responsibilities upon completion and final inspection of the Project.

- G. The City is agreeable to accepting the dedication and assumption of maintenance of the completed Project subject to the acceptance of the construction by the City.

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

I. PURPOSE

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

II. FINANCING

- A. Budget. The total cost of the Project is approximately \$1,300,000.
- B. Sources. The Project and all improvements and work required therewith shall be paid for exclusively by FOBB. In the event of Project cost overruns, FOBB shall be solely responsible for timely paying and/or securing all additional funds necessary to complete the Project.

III. OBLIGATIONS OF THE PARTIES

- A. Concept Plan. No concept plan is required. The City has already selected the location of the playground.
- B. Contractor. FOBB shall provide construction contractor's name, address, valid Wisconsin contractor's license, approved bidder's proof, evidence of insurance, and proper classifications to the City prior to construction. The Access Agreements include indemnity and hold harmless provisions in favor of the City. The Access Agreements must be signed prior to the contractor commencing work at Bay Beach.

- C. Construction Documents. The FOBB will install the site work per the City supplied engineered construction documents. Any deviations to the plans will need to be reviewed with the City prior to the work being done to ensure that the proposed changes do not affect the State ride plan approval process. Construction Plans and Specifications are attached as Attachment A.
- D. Design and Construction. FOBB shall cause to be designed and prepared under engineer's seal and signature, and to be constructed, the Project as defined in the recitals. In the event the Project will disturb or otherwise affect any existing City features, such work must also include all associated grading, removal and replacement of storm water runoff drainage impacted by the construction, and re-grading affected roads, substantially the same as detailed on the plans approved by the City. The City shall review and, if appropriate, approve the plans and specifications for the improvements as prepared by the FOBB's engineer. Construction of the Project shall conform to City and State of Wisconsin specifications and requirements. FOBB shall cause work to be halted and remedial measures to be taken to the City's satisfaction should the work be out of compliance with the plans and specifications, and/or standard construction practices.
- E. Inspection. FOBB shall provide for the inspection of construction, including administration, testing, and inspection, or other supervision of construction, by a registered engineer hired by FOBB and approved by the City, which approval will not be unreasonably withheld, to ensure construction is in conformance with the plans and specifications. The City shall provide periodic inspection of the improvements during the construction period by its Department of Public Works, Parks Department, and/or Inspections Department and the State Ride Inspector to ensure that construction is in conformance with the plans and specifications. The City agrees to notify FOBB upon completion of inspection if it determines that any or all of the improvements as constructed are not in conformance with the plans and specifications.
- F. Change Orders. After consultation and agreement with the City, FOBB shall execute change orders and resolve contract claims relating to design and construction of the Project. FOBB shall assume financial commitments resulting from any change order or resolution of a contract claim from construction of the Project.
- G. Permits and Use. FOBB will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to disturb, develop and/or use the Property as set forth above.
- H. Improvement of Property. FOBB shall promptly complete the Project. Substantial work on the Project shall be completed no later than June 21, 2024. FOBB shall provide an engineer's certification to the City that the Project and all improvements have been constructed in accordance with the approved plans and specifications, and shall furnish to the City as-built plans of the improvements within thirty (30) days of final acceptance.
- I. Maintenance and Repair. FOBB shall at all times keep and maintain, or cause to be kept and maintained, the property in good condition and repair, in a safe, clean, and attractive condition, and free of all trash, litter, refuse, and waste, subject only to demolition and construction activities contemplated by this Agreement.
- J. Easements. The City shall grant to FOBB such easements as are reasonably necessary for construction of the Project, including temporary construction and access easements.
- K. Insurance. Ensuring that all necessary insurance has been procured is the responsibility of FOBB. FOBB and each of its separate contractors and subcontractors shall purchase and maintain such

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

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

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

FOBB, its contractors, and subcontractors' insurance shall contain a provision that provides thirty (30) days written notice of cancellation or change to the City.

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

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

Types of Insurance

1. *General Liability:*

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

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

b. Limits of Liability:

Bodily Injury/Property Damage Combined Single Limits:

Per Occurrence	\$1,000,000
----------------	-------------

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

5. *Umbrella Coverage:*

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

6. *Builder's Risk Insurance:*

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

L. General Indemnity.

1. Protection Against Losses. FOBB shall indemnify, defend and hold harmless the City, and its officers, employees, agents, attorneys, and insurers, from any and all suits, actions, legal or administrative proceedings, liabilities, claims, losses, damages, judgments or awards, costs or expenses, including reasonable attorneys' fees, of whatsoever nature and by whomsoever asserted, whether asserted by a third party or by a party to this Agreement (hereinafter "Losses"), directly or indirectly, arising out of, resulting from or in any way connected with:
 - a) Any breach by FOBB of the terms of this Agreement;
 - b) Any non-compliance with laws, ordinances, rules or regulations applicable to FOBB's obligations under this Agreement; or
 - c) Any governmental, regulatory or other proceedings to the extent any such proceedings result from FOBB's failure to comply with its obligations under this Agreement or otherwise;
 - d) Any act, omission, fault, or negligence of FOBB or of anyone acting under its direction or control or on its behalf, including its invitees.
 - e) Any and all claims arising out of or resulting pursuant to the design or construction of the improvements, and/or the performance of the work specified in this Agreement.

In any and all claims against the City, its officers, agents and employees by any employee of the FOBB, its contractors, subcontractors, anyone directly or indirectly employed by any of

them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable for or for FOBB, its contractors or any subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

2. Mutual Indemnification. Each party shall defend, indemnify, and hold harmless the other party, its officers and employees, against all liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to property caused by, or resulting from, the actions and/or inactions of the indemnifying party's and/or its employees', agents' or subcontractors' own negligent and/or intentional wrongful acts, omissions or performance or failure to perform its obligations and duties under the terms and conditions of this Agreement. No party is required to indemnify any other party for the negligent or intentional acts, errors or omissions of the other party or their employees or agents.
 3. Indemnification Procedures. FOBB shall promptly assume full and complete responsibility for the investigation, defense, compromise and settlement of any claim, suit or action arising out of or relating to the indemnified matters following written notice thereof from the City, which notice shall be given by the City within ten (10) days of their knowledge of such claim, suit or action. Failure to provide such timely notice shall not eliminate FOBB's indemnification obligations to the City. Notwithstanding the foregoing, in its sole discretion and at its expense, the City may participate in or defend or prosecute, through their own counsel(s), any claim suit or action for which either of them is entitled to indemnification by FOBB; provided, however, that if the City is advised in writing by its legal counsel that there is a conflict between the positions of FOBB and the City, as appropriate, in conducting the defense of such action or that there are legal defenses available to the City different from or in addition to those available to FOBB, then counsel for the City, at FOBB's expense, shall be entitled to conduct the defense only to the extent necessary to protect the interests of the City. FOBB shall not enter into any compromise or settlement without the prior written consent of the City, as appropriate, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against the City shall be reasonable grounds for the City to refuse to provide written consent to a compromise or settlement. If FOBB does not assume the defense of such claim, suit or action, FOBB shall reimburse the City for the reasonable fees and expenses of counsel(s) retained by the City, and shall be bound by the results obtained by the City; provided, however, that no such claim, suit or action shall be settled without FOBB's prior written consent, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against FOBB shall be reasonable grounds for FOBB to refuse to provide written consent to a compromise or settlement.
 4. This indemnity provision shall survive the expiration or termination of this Agreement. Nothing herein is intended or can be construed as requiring the City to assume any liability resulting from the design or construction of the improvements.
- M. Final Acceptance. The City shall accept the improvements for continuous maintenance upon satisfactory completion of construction as determined by the City and confirm acceptance of the same in writing by the City's Director of Public Works. Under no circumstances shall the City be obligated to accept for maintenance any or all of the improvements if it deems that such improvements have not been satisfactorily constructed, as determined in its sole discretion. FOBB shall obtain lien waivers for all work completed on the improvements prior to final acceptance by the City. The Parties acknowledge and agree that the Project and all improvements are temporary in nature, and nothing is intended to impose any continuing obligations on the City other than maintenance, and only for so long as the improvements are utilized for a playground purposes.

IV. REPRESENTATIONS, WARRANTIES, AND COVENANTS

FOBB represents and warrants to the City as follows:

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

V. DEFAULT

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

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

VI. TERMINATION

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

VII. MISCELLANEOUS PROVISIONS

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

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

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

To FOBB: Friends of Bay Beach
 Attn: Dave Charles
 1740 Cofrin Drive
 Green Bay, WI 54302

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

- I. Governing Law. The laws of the State of Wisconsin shall govern this Agreement.
- J. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.
- K. Execution in Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature thereto and hereto were upon the same instrument.

- L. Severability. If any provision of this Agreement shall be determined to be unenforceable as applied in any particular case or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained unenforceable to any extent whatever.
- M. Recording of Agreement. The City may record this Development Agreement or a Memorandum of this Agreement with the Register of Deeds for Brown County, Wisconsin. Upon request of the City, FOBB shall execute and deliver to the City any such Memorandum or any other document in connection with such recording.
- N. No Construction Against Drafter. This Agreement is a product of the negotiation and drafting of attorneys for the parties, and, as such, the rule of construing ambiguous contracts against the drafter shall not apply to this Agreement.
- O. Venue. The venue for any proceeding involving the negotiation, drafting, interpretation or enforcement of this Agreement shall be the circuit court for Brown County, Wisconsin, all other venues being inappropriate for any such proceeding.
- P. Signatures and Counterparts. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.

[Signature pages follow]

Signature page 1 of 2

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

THE CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor

By: _____
Celestine Jeffreys, Clerk

Signature page 2 of 2

THE CITY OF GREEN BAY and FRIENDS OF BAY BEACH

FRIENDS OF BAY BEACH

By: _____
Dave Charles, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2019, Dave Charles, President of the Friends of Bay Beach, a Wisconsin 501 (c)(3) charitable organization, to me known to be the person who executed the foregoing instrument and acknowledged the same.

*

Notary Public, _____ County, Wisconsin

My Commission Expires _____

EXHIBIT A



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

September 27, 2023

PREPARED BY

AGENDA ITEM # E.5

Consideration with possible action on approving the installation of (23) Wisconsin Public Service ornamental light poles and fixtures along the new East River Trail section from Webster Avenue to Main Street for a total cost of \$75,801.83.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Gbgoldenhoucelights
2. Goldenhoucelights2
3. WR#337091 I contract

WISCONSIN PUBLIC SERVICE CORPORATION-WI

CONTRACT FOR OUTDOOR LIGHTING SERVICE

This contract is for the installation of Outdoor Lighting entered into on 9/23/2023 (Contract Date) between GREEN BAY STREET LIGHTING (Customer) and Wisconsin Public Service Corporation (WPSC).

The Customer desires WPSC to own, install and maintain the outdoor lighting system.

Site Address/Description/Location: STREET LIGHTING in the CITY of GREEN BAY, County of BROWN, State of WI.

This lighting system is comprised of 23 LED Lamps under a LS-1 rate schedule on pole number(s) See attachment for pole locations.

Now in consideration of the mutual promises herein contained, the parties hereto agree as follows: The customer agrees to comply with all terms and conditions as stated on page 2 of this contract, including the commencement date of Minimum Charges and all appropriate WPSC tariffs on file with the PSCW.

The Customer will pay WPSC on a monthly basis for the outdoor lighting service according to the following:

1. Monthly Fixture Charges	Quantity	Monthly Rate	Monthly Billing
Class H - LED Med Output Post Top, Acorn	23	\$ 23.85	\$ 548.55
Sub-Total Monthly Bill			\$ 548.55

2. Monthly Non-Standard Charges	Quantity	Monthly Rate	Monthly Billing
Span			
Wood Pole			
Mast Arm > 6'			
Sub-Total Monthly Non-Standard Charges			\$ -

Total Monthly Bill			\$ 548.55
Sales Tax (If applicable)			\$ -
Total Monthly Bill with Sales Tax			\$ 548.55

3. Advance Payment - Special Facilities	Advance Payment
a. Assigned Special Facilities Non-Refundable	\$ 33,332.74
b. Assigned Special Facilities Ornamental	\$ 28,990.12
Sub-Total Special Facilities	\$ 62,322.86

4. Ornamental System Maintenance Payment

The customer agrees to pay future system maintenance due to the higher cost of maintaining ornamental facilities. The company agrees to maintain and replace the above ornamental lighting system as per the LS-1 Lighting Tarriff. The customer agrees to make an advance payment as a special facilities payment under the company's Electric Extension Rules equal to:

Special Facilities Ornamental Payment from 3b:	\$ 28,990.12	
	24.00%	\$ 6,957.73
5. Total Advance Payment		\$ 69,280.59

WPSC Signature

Customer Signature

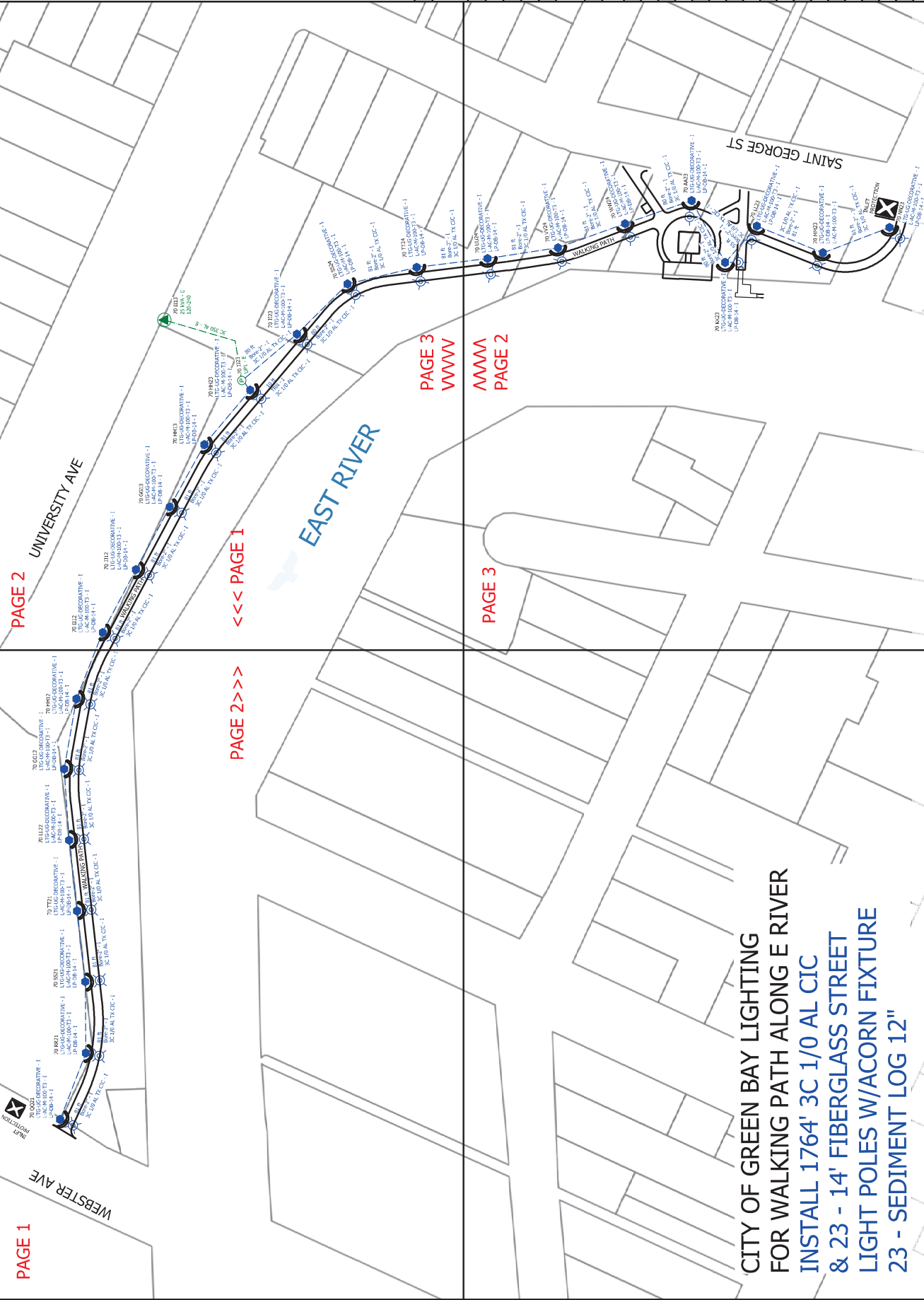
WR/Revisions: 3354662-1
IFRIS Project: 21810591EC
Database: _____

Customer Mailing Address

GREEN BAY STREET LIGHTING
100 N JEFFERSON ST
GREEN BAY, WI 54301-5006

ADDITIONAL TERMS AND CONDITIONS

1. This Contract is not effective until signed by both WPSC and the Customer. If the Customer fails to return the Contract to WPSC within sixty days of the WPSC signature date or contract date, the Contract is null and void.
2. The minimum term of this contract is 3 years beginning with the first billing. It may be terminated by either party at the expiration date and at any time thereafter by giving ninety days written notice.
3. All the terms and conditions of the Contract shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto. If the Customer leases, sells, or otherwise disposes of the property herein described, he shall complete the payments according to this Contract unless he shall have secured an assumption of his remaining obligations under this Contract, satisfactory to and approved by WPSC.
4. In the event that WPSC decides to use any of the poles and spans for some purpose other than outdoor lighting service, the monthly charges for those poles and spans shall cease during the period that they are used for other purposes.
5. The Customer agrees, when possible, to report promptly to WPSC the failure of any lamp to burn or any dangerous equipment, and the location thereof, to the end that such lamp and/or equipment may be inspected and the trouble therewith remedied. No credit will be allowed for outages.
6. The payment calculation of this Contract is subject to change if the Customer causes a construction delay, there is a change in scope, or actions by governmental authorities cause a calculation change. Any change shall be reviewed with the Customer prior to construction and a new Contract shall be executed. Adjustment of customer requirements (refunds or additional payment) to reflect actual investment for changes in the size or number of units installed, major rock, or frost removal, and similar items affecting the scope of the project, shall be made if the adjustment is greater than \$20. This adjustment, if applicable, will normally occur within six months of completion of construction. Any changes shall be reviewed with the Customer.
7. As a condition of receiving service, the Customer agrees to grant WPSC, at no cost, an easement for the necessary construction, operation, and maintenance of any portion of the extension necessary to serve the Customer.
8. Whether stated or not, a special facilities charge will be applied during Winter Construction period, as stated in WPSC's approved tariffs.
9. **Any lawn restoration or surface repair on private property, as a result of this installation, shall be the Customer's responsibility.**
10. The Customer, irrespective of subsequent change of ownership, shall provide at no expense to WPSC, soil graded within six inches of the finished grade prior to installation of facilities. Survey stakes indicating property lines shall be installed by the Customer at no expense to WPSC prior to installation of facilities. WPSC shall be notified in advance of any change in grade levels. Any and all costs incurred as a result of such grade changes shall be at the expense of the Customer.
11. **In no event shall the Customer place any decorative element on the pole without the prior written approval of WPSC. Such approval will be under the terms of the Pole Attachment Policy and Procedure in effect at the time of such request. A copy of the Pole Attachment Policy will be furnished by WPSC to the Customer upon request.**
12. **The Customer agrees to provide WPSC, or its authorized contractor, the location within 18", of all underground facilities such as those for the transmission of electricity, water, cable TV, sewer, telephone, gas or fuel which are owned by the Customer on the premises, and which may be encountered by WPSC or its authorized contractor during the proposed installation of the facilities. If the Customer is unable to locate any underground facility, or fails to provide the location of any underground facility, or if the underground facility in question is encountered more than 18" from the location identified by the Customer, the Customer shall defend, indemnify, and hold WPSC harmless, as well as its agents, employees, assigns, affiliates, officers, administrators, predecessors, successors, subsidiaries, members and managers from and against any claim, action, proceeding, liability, loss, damage, cost or expense including, without limitations, attorneys' fees, arising out of or in connection with the Customer's use of services.**
13. Upon written request and at the expense of the Customer, WPSC will relocate any pole and/or change the position of any lamp.
14. **In no event, except for a breach by the Customer of section 11 above, shall either party be responsible to the other for any consequential, incidental, special or punitive damages whatsoever, whether arising from breach of warranty or other breach of contract, negligence or other tort, or any other theory of law. In a case of a breach by the Customer of section 11 above, the Customer shall be liable for consequential, incidental, special and punitive damages.**
15. If any provision of this Contract is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provision of the Contract.
16. This contract shall be governed by and construed in accordance with the internal laws of the State of Wisconsin and/or Michigan.
17. The Customer and WPSC hereby agree to abide by and be subject to the rules, regulations, and schedules of WPSC as filed with and approved by the Wisconsin Public Service Commission from time to time, as well as the rules and regulations of the Wisconsin
18. In the event of a conflict between this Contract and WPSC's approved tariffs, the tariffs shall prevail.



PAGE 1

PAGE 2

PAGE 3
WWW

PAGE 3

PAGE 2
WWW

CITY OF GREEN BAY LIGHTING
FOR WALKING PATH ALONG E RIVER
INSTALL 1764' 3C 1/0 AL CIC
& 23 - 14' FIBERGLASS STREET
LIGHT POLES W/ACORN FIXTURE
23 - SEDIMENT LOG 12"



- BLUE - INSTALL (I)
- GREEN - EXISTING (E)
- RED - REMOVE (R)
- MAPPED WETLAND
- INVASIVE SPECIES
- MAPPED WATERWAY
- EROSION MAT
- INLET PROTECTION
- WATTLE
- SILT FENCE

CREW LEAD SIGNATURE:

CONST. COMP. DATE:
ENERGIZED DATE:
WR NAME:
GREEN BAY STREET LIGHTING
WR ADDRESS:
STREET LIGHTING GBSC-GREEN BAY-C, WI
54301
OPERATING DISTRICT:
10
TAXING DISTRICT:
GBSC-GREEN BAY-C
COUNTY:
BROWN
WR NUMBER:
3354662
IO NUMBER:
2181059100
DESIGNER:
VAN STECHELMAN JAMES A
DESIGNER PH #:
9206804466
SCALE:
1:100
SHEET:
Sheet 2 of 4

Wisconsin Public Service
DISTRIBUTION FACILITIES INSTALLATION AGREEMENT

District: 10

This contract is for the installation of Electric facilities entered into on June 15, 2023 (Contract Date) between GREEN BAY STREET LIGHTING (Customer) and Wisconsin Public Service Corporation (WPSC).

Site Address / Description / Location : STREET LIGHTING in the CITY OF GREEN BAY, County of BROWN, State of WI.

WPSC agrees to install facilities and provide service in accordance with all appropriate regulations and tariffs as filed with the Public Service Commission of Wisconsin (PSCW) and /or Michigan Public Service Commission (MPSC). WPSC furthermore agrees to render service to the Customer at such point on the premise as has been mutually determined and agreed upon. The Customer agrees to comply with all terms and conditions as stated on Page 2 of this contract, including the commencement date of Minimum Charges, and all appropriate WPSC tariffs on file with PSCW and /or MPSC.

Type of Electric Service:

	<u>-Electric-</u>	
Standard System Facility Costs (Refundable)	\$6,521.24	
Allowances	\$0.00	
Special System Facilities Costs (Refundable)	\$0.00	
Refundable Sub Total	<u>\$6,521.24</u>	
Special Facilities Costs Non Refundable:		
System	\$0.00	
Service*	\$0.00	
Temporary Service	\$0.00	
Non Refundable Sub Total	<u>\$0.00</u>	
Electric Total:	\$6,521.24	
Total Cost		<u>\$6,521.24</u>

*This agreement ☐ does ☒ does not include the cost of the service(s) to the meter. When it does not, additional charges may be forthcoming.

Area Expansion Program: This extension was installed under the Company's Area Expansion Program (AEP) Tariff. The AEP charge is calculated using an economic model approved by the PSCW and is based on an estimated 5 year conversion rate. If the estimated number of conversions is not obtained, AEP surcharges may extend past the projected end date until sufficient AEP contributions are collected. Applicable AEP information for this extension is:

The AEP charge is N/A per month.

Allowances and refunds are determined by WPSC's extension rule policies that have been approved by the PSCW and /or MPSC. These rules are subject to change pending approval by the PSCW or MPSC. A 5 year development period will begin from the date this facility/project is energized for the electric facility and pressurized for gas facility. Applicable refunds will be made during this time period.

Refund amounts shall equal the allowance applicable to customer additions based on the current extension allowance or the allowances in effect when the addition occurs, whichever is greater, less the added investment in distribution system facilities required. After the development period, the Customer agrees to reimburse WPSC for all allowances received on this contract that did not result in customers taking service by the expiration of the development period.

A tabulation of said allowance(s) is as follows:

Customer Name / Lot #	Address / Plat	Ext. Allowance Amount

Applicable refunds will be made to: ☐ Contracting Developer ☒ Property Owner ☐ Other _____

I have read, understand and agree to the terms and conditions of this contract

Customer Signature: _____ Date: _____

Mailing Address: 100 N JEFFERSON ST GREEN BAY, WI 54301-5006

WPSC Signature: _____ Date: _____

Work Request/Revision: 3370911-1

Account# _____

Energized Date _____

CIS Field Order Id 456560626

ADDITIONAL TERMS AND CONDITIONS

1. This Contract is not effective until signed by both Company and the Customer. If the Customer fails to return the Contract to Company within sixty days of the Company signature date or contract date, the Contract offer is null and void.
2. The payment calculation of this Contract is subject to change if the Customer causes a construction delay, there is change in scope, or actions by governmental authorities cause a calculation change. Any change shall be reviewed with the Customer prior to construction and a new Contract shall be executed. Adjustment of customer payment requirements (refunds or additional payment) to reflect actual changes in the size or number of units installed, major rock or frost removal, and similar items affecting the scope of the project, shall be made if adjustment is greater than \$20. This adjustment, if applicable, will normally occur within six months of completion of construction. Any changes will be reviewed with the Customer.
3. As a condition of receiving service, the Customer agrees to grant the Company, at no cost, an easement for the necessary construction, operation, and maintenance including tree trimming of any portion of the extension necessary to serve the Customer.
4. Within the boundaries of the Customer's development project area, the Customer shall be responsible for all necessary environmental compliance actions including the installation, inspection, maintenance and removal of all soil erosion and sediment control best management practices (BMPs). The Company is responsible for repairing any BMPs damaged by Company or Company's contractor during Company's installation activities as well as the Company's necessary environmental compliance actions outside of the Customer's development project area.
5. The Customer further understands that their structure must comply with the applicable PSCW / MPSC Conservation Code and any other applicable codes and that any noncompliance in future inspections by the Company may be grounds for disconnection of service.
6. If the service to the Customer is part of a project designed to serve several customers from one extension, it is understood that this Contract will be binding on the parties hereto only when and if the Company secures sufficient contracts to warrant, in Company's sole discretion, the construction of the project.
7. All the terms and conditions of this Contract shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto. If the Customer leases, sells, or otherwise disposes of the property herein described, he shall complete the payments according to this Contract unless he shall have secured an assumption of his remaining obligations under this Contract, satisfactory to and approved by the Company.
8. Whether stated or not, a special facilities charge will be applied during the Winter Construction period, as stated in the Company's approved tariffs.
9. Any lawn restoration or surface repair on private property, as a result of this installation, shall be the Customer's responsibility.
10. The Customer, irrespective of subsequent change of ownership, shall provide at no expense to the Company, soil graded within six inches of the finished grade prior to installation of facilities. Survey stakes indicating property lines shall be installed by the Customer at no expense to the Company prior to installation of facilities. The Company shall be notified in advance of any change in grade levels. Any and all costs incurred as a result of such grade changes shall be at the expense of the Customer.
11. The Customer agrees to provide the Company, or its authorized contractor, the location, within 18", of all underground facilities such as those for the transmission of electricity, water, cable TV, sewer, telephone, gas or fuel which are owned by the Customer on the premises, and which may be encountered by the Company or its authorized contractor during the proposed installation of the facilities. If the Customer is unable to locate an underground facility, or fails to provide the location of any underground facility, or if the underground facility in question is encountered more than 18" from the location identified by the Customer, the Customer shall defend, indemnify, and hold the Company harmless as well as its agents, employees, assigns, affiliates, officers, administrators, predecessors, successors, subsidiaries, members and managers from and against any claim, action, proceeding, liability, loss, damage, cost or expense including, without limitation attorneys' fees, arising out of or in connection with the Customer's use of service.
12. In no event shall the Customer place any decorative element on the pole without the prior written approval of the Company. Such approval will be under the terms of the Pole Attachment Policy and Procedure in effect at the time of such request. A copy of the Pole Attachment Policy will be furnished by the Company to the Customer upon request.
13. In no event, except for a breach by the Customer of section 11 above, shall either party be responsible to the other for any consequential, incidental, special or punitive damages whatsoever, whether arising from breach of warranty or other breach of contract, negligence or other tort, or any other theory of law. In a case of a breach by the Customer of section 11 above, the Customer shall be liable for consequential, incidental, special and punitive damages.
14. If any provision of this Contract is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provision of the Contract.
15. This Contract shall be governed by and construed in accordance with the internal laws of the State of Wisconsin and/or Michigan.
16. The Customer and the Company hereby agree to abide by and be subject to the rules, regulations, and schedules of the Company as filed with and approved by the PSCW and/or MPSC from time to time, as well as the rules and regulations of the Wisconsin Administrative Code and the rules and guidelines of the State of Michigan.
17. In the event of a conflict between this Contract and the Company's approved tariffs, the tariffs shall prevail.
18. Beginning the date the gas meter serving the Customer is installed, or 180 days after the gas service line serving the Customer is installed, whichever is earlier, the Customer will be billed the applicable Minimum Charge and AEP Charge (if any) associated with the rate schedule the Customer is expected to take service under, regardless if the Customer is actually using gas or taking gas service. The determination of the rate schedule the Customer is expected to take service under shall be in Company's sole discretion.



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

September 27, 2023

PREPARED BY

AGENDA ITEM # E.6

Consideration with possible action on approving a utility easement with Wisconsin Public Service for the installation of ornamental light poles and fixtures along the new East River Trail section from Webster Avenue to Main Street.

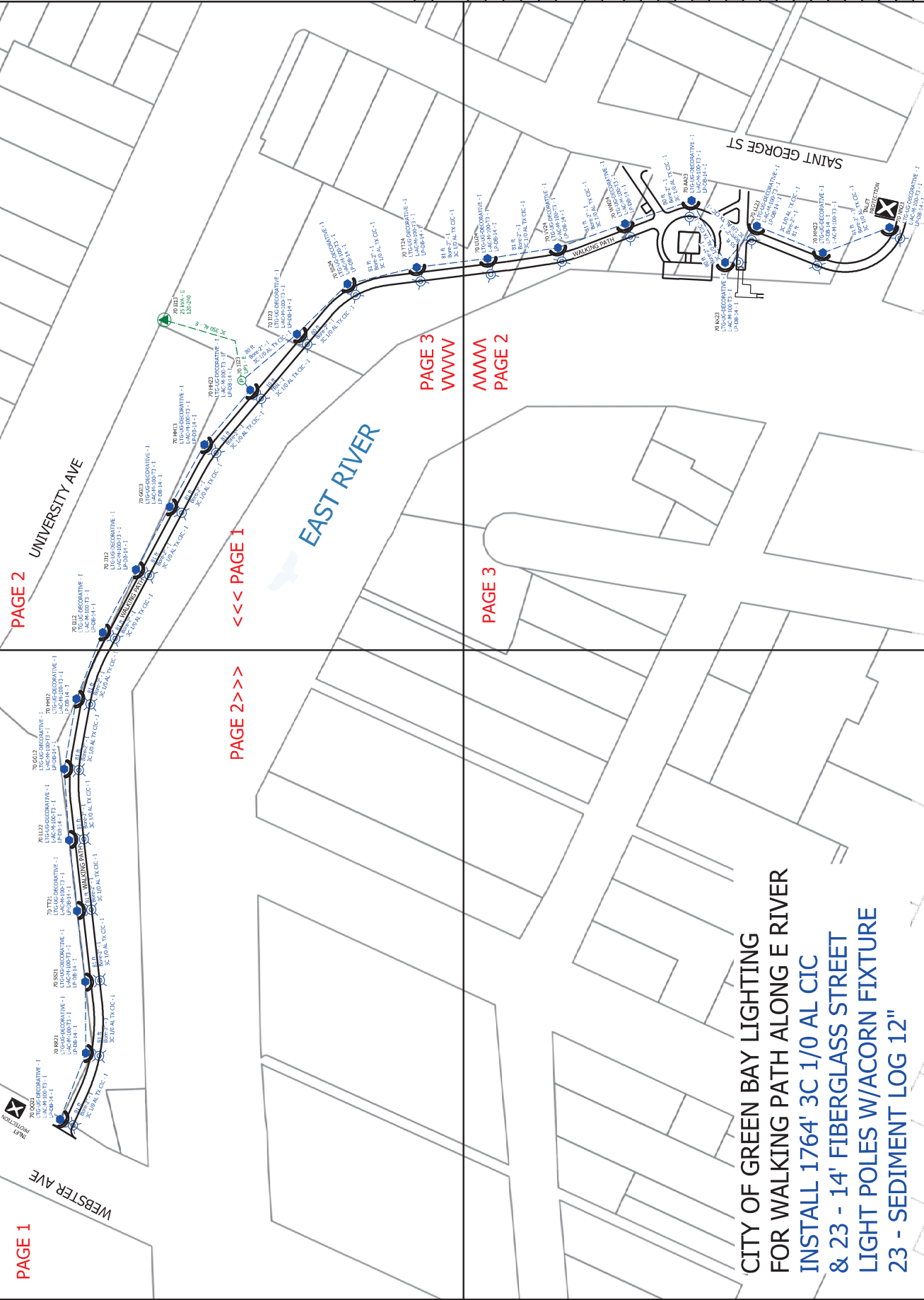
BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Goldenhouselights2
2. Easement_ City of Green Bay_3370911



PAGE 1

PAGE 2

PAGE 3
WWW

PAGE 2
MMW

PAGE 3

CITY OF GREEN BAY LIGHTING
FOR WALKING PATH ALONG E RIVER
INSTALL 1764' 3C 1/0 AL CIC
& 23 - 14' FIBERGLASS STREET
LIGHT POLES W/ACORN FIXTURE
23 - SEDIMENT LOG 12"



- BLUE - INSTALL (I)
- GREEN - EXISTING (E)
- RED - REMOVE (R)
- MAPPED WETLAND
- INVASIVE SPECIES
- MAPPED WATERWAY
- EROSION MAT
- INLET PROTECTION
- WATTLE
- SILT FENCE

CREW LEAD SIGNATURE:

CONST. COMP. DATE:	
ENERGIZED DATE:	
WR NAME:	
GREEN BAY STREET LIGHTING	
WR ADDRESS:	
STREET LIGHTING GBSC-GREEN BAY-C, W	
54301	
OPERATING DISTRICT:	
10	
TAXING DISTRICT:	
GBSC-GREEN BAY-C	
COUNTY:	
BROWN	
WR NUMBER:	
3354662	
IO NUMBER:	
2181059100	
DESIGNER:	
VAN STECHELMAN JAMES A	
DESIGNER PH #:	
9206804466	
SCALE:	
1:100	
SHEET:	
Sheet 2 of 4	

3309513

Easement

THIS INDENTURE is made this _____ day of _____, _____, by and between **City of Green Bay, a Municipal Corporation** ("Grantor") and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin Corporation, along with its successors and assigns (collectively, "Grantee") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of land, hereby grants and warrants to, Grantee, a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area" more particularly described as follows:

Part of Outlot 1 of Certified Survey Map No. 9501
Recorded in the Brown County Register of Deeds as
Document 3012722; being part of Private Claim 2,
**East Side of Fox River, City of Green Bay, County
of Brown, State of Wisconsin, as shown on the
attached Exhibit "A".**

Return to:
Wisconsin Public Service Corp.
Real Estate Dept.
P.O. Box 19001
Green Bay, WI 54307-9001

Tax Parcel Identification Number (PIN)

7-706-1

- 1. Purpose: ELECTRIC UNDERGROUND** - The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
- 2. Access:** Grantee shall have the right to enter on and across any of the Grantor's property outside of the easement area as may be reasonably necessary to gain access to the easement area and as may be reasonably necessary for the construction, installation, operation, maintenance, inspection, removal or replacement of the Grantee's facilities.
- 3. Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric and gas codes or any amendments thereto.
- 4. Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.

5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.

[REMAINDER OF PAGE LEFT BLANK]

WITNESS the hand and seal of the Grantor the day and year first above written

City of Green Bay, a Municipal Corporation

Organization name

Sign Name

Print name & title

Sign Name

Print name & title

STATE)
OF _____)SS
COUNTY)
OF _____

This instrument was acknowledged before me this _____ day of _____, _____, by the above-named _____ **City of Green Bay, a Municipal Corporation**, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

Sign Name

Print Name

Notary Public, State of

My Commission expires:

This instrument drafted by: Kate Troudt
Wisconsin Public Service Corporation

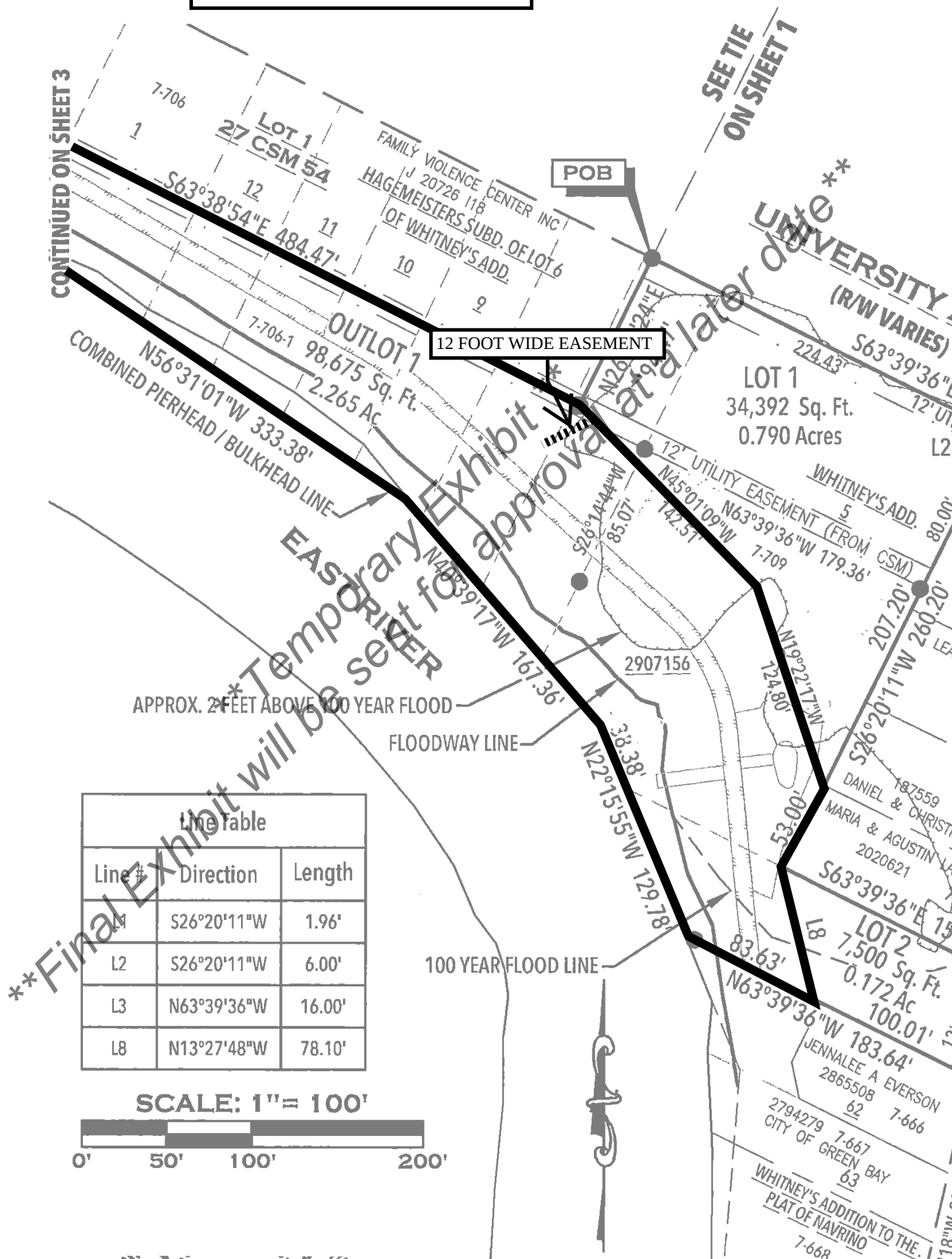
REMS Entity ID	WR Number	Document ID	REMS Formatted Number
1469932	WMIS-3370911	3309513	INT11-469-932

11 AND 12 OF HAGEMEISTER'S SUBDIVISION OF LOT 6 WHITNEY'S ADDITION AND 3, OF SECOND AND EAST SIDE

EXHIBIT "A"

NOT TO SCALE
FOR REFERENCE ONLY

SUBDIVISION OF PART OF LOT 5, WHITNEY'S ADDITION, ALL COUNTY, WISCONSIN





Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

September 27, 2023

PREPARED BY

AGENDA ITEM # F.I

Director's Report on updates and recent activities of the Parks, Recreation & Forestry Department.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Director's Report 9.27

**PARKS COMMITTEE
DIRECTOR'S REPORT
WEDNESDAY, SEPTEMBER 27, 2023**

PARK DIVISION

- Park carpenters have completed the removal of the Seymour playground and are beginning to install the new playground. As long as the weather holds out the playground is set to be completed by the end of the month.
- Park caretakers are continuing to check and open bathrooms daily on the east and west side of the city. When opening the bathrooms caretakers are checking for garbage and picking up litter in the parks.
- Weekly rounds are being made in the park by the mowing crews. With another drier stretch of weather, the mowing crews have been doing detail work within the parks including pruning suckers, picking up branches, etc.
- The wading pool vessels are in the process of being painted within the next week; after that is completed other fall maintenance will continue on the pools.
- Ball diamond crews are continuing to prepare fields for fall athletics. This includes line painting, mowing ballfields, overseeding, watering, and aeration of fields.
- Our park painter continues to spend time removing graffiti from park property throughout the city. This is typically done on Mondays and Fridays. Our painter is also working on painting the brown park signs and freshening up some of the playground equipment that will be used again at the Seymour playground build. As long as the weather holds out, we are planning on painting the playground equipment at Navarino Park.
- With Fall right around the corner, parks will be getting the lawn mowing equipment ready for leaf cleanup and leafing mulching within the park system.

FORESTRY DIVISION

- Crews continue to pull stakes and structure prune young trees. Crews are also addressing service requests as needed throughout the city. Street level pruning continues in the Astor Park neighborhood.
- Large trees posing an increased risk are being removed across the city. All other tree removals are being added to our winter list.
- Stump grinding continues. Westside operations are completed in the Lambeau Field neighborhoods. They are now focusing on areas north of 9th Street and east of Oneida Street. Crews will be grinding stumps until the snow flies this winter.
- Staff will begin to mark trees for the winter removal cycle. We anticipate 700-800 Ash trees and a few hundred more non-Ash trees on the winter list. It is still a large removal number, but fewer than the 2023 list.
- Fall tree planting is just around the corner. Staff is starting to mark tree sites and preparing lists for the season. We hope to plant around 250 trees this fall.
- Staff continues to work with DPW and the Water Department on road reconstruction and resurfacing where trees are in conflict with construction.

- Our seasonal staff has all left except for one. It was a productive summer season and we benefited from the extra staff to complete more projects. Seasonal staff was important in our Ash treatment, tree pruning, and grinding operations.
- The first Arborist Youth Apprentice in the City of Green Bay has come on board! This is a new program in the State Youth Apprenticeship Program. This is a two-year commitment for a high school Junior/Senior. Through the program, the apprentice will gain knowledge and experience in several aspects of Urban Forestry and Arboriculture. We are excited to have this program running and to be able to provide an experience that may help youth find an education and career path.

DESIGN & DEVELOPMENT DIVISION

- Staff is working with the consultant on planning for the HVAC upgrades and roof replacement for the Bay Beach Amusement Park pavilion. No bids were received for the roofing project. Staff is working with Purchasing to rebid the project.
- Construction on the East River Trail Expansion and Canoe/Kayak Launch project is near completion. We are working with Olde Main to coordinate a ribbon cutting date.
- Construction of the west berm waterfowl habitat project at Ken Euers has been completed.
- The engineering of the site work, shelter and stage is progressing at Leicht Memorial Park. The consultant will be submitting 90% of the complete set of construction plans soon.
- Shipyard Phase 1 construction continues.
- A Request for Proposals has been issued to hire a consultant for environmental design services within and adjacent to Joliet Park, three proposals were received.
- Staff and other stakeholders are working with the engineering consultant on finalizing the conceptual design for the JBS park/boulevard/barn development.
- Staff is working with a UWGB intern to develop a conceptual master plan for Ken Euers.
- The playground equipment has been ordered for Brisk Park and Lakeside Place Park.
- Benches were ordered for Farlin Park.

GREEN BAY CONSERVATION CORPS

- Recruitment continues for new members and Field Assistant positions. Currently, we have three out of five part-time members and two out of eight full-time members confirmed.
- Members start their term of service on September 25th.
- Staff continues to finalize AmeriCorps grant documents to close out the 2022-2023 grant year.

RECREATION DIVISION

- The adult fall softball leagues began August 14th. We have 26 teams registered for the season which will run on Mondays and Tuesdays through mid-October.

- We are taking registrations for the Youth Basketball Skills program for grades 1-4. It will be held for six weeks on Monday evenings at Franklin Middle School beginning September 24th. We currently have 27 participants registered.
- We are taking registrations for the table tennis league which will be held on Wednesday evenings beginning October 4th at Franklin Middle School. We currently have six participants registered.
- We are taking registrations for men's adult basketball league which will begin Wednesday, November 8th. We currently have six teams registered.
- Fall permits have been issued for youth baseball programs.
- The facility permits have been completed for fall soccer, tennis, cross country, baseball, softball, pickleball, and football.
- The Adult Football Leagues are currently entering week number four. Playoff games are scheduled for October 12th.
- Open Gyms will begin in November at Franklin, Baird, Chappell, Wilder, Beaumont, and Jackson.
- Planning is underway for the 3rd Annual Howling Halloween Hike to take place on Friday, the 13th (October). We are still seeking business/organization sponsors for our booths along the trick-or-treat trail. Registration opened Monday, September 11th and the event sold out that same day with 600 registrants!
- The Summer Playground Program attracted 24,513 kids during the ten-week program. This is an increase of 9,838 kids compared to 2022.
- Planning is underway for the Youth Dance Program. Classes are scheduled to begin in November and will include classes for ages two and up: Creative Movement, Preschool Dance, Tap and Ballet, and Hip Hop.

AQUATICS

- Staff is completing a sign inventory of all three pools:
 - Pictures and lists of required signs.
 - Signs in need of repair.
 - Where signs were purchased.
- Staff did a walkthrough of all facilities with maintenance to talk through winter projects and updates needed.
- Off season projects include:
 - Updating staffing plans at all three facilities to become compliant with the updated DATCP 172 Pool Operating Code.
 - Create updated database on staff certifications to comply with the new requirement that lifeguards must recertify their CPR certifications annually (versus every two years).
 - Research scheduling options to accommodate the increased need of flexible scheduling for our seasonal staff.
- Updated rehire information so we'll be ready towards the end of the year to re-hire our pool seasonal staff.

BAY BEACH AMUSEMENT PARK

- Attendance and revenue:
 - Attendance has been steady on Saturdays.
 - Sundays have been slower as the weather has not been cooperating and, of course, Packer season.
- Staffing:
 - Ride Operators in town will work every weekend (about 25 staff).
 - We may have rides closed if staff call in or don't show.
 - We have had around two to six Ride Operators calling in every weekend.
- Concessions and shelters:
 - We are cutting back on product being delivered so we do not have an overstock on items at the end of the season.
 - Some items may not be available as we are running out of items.
 - Shelter rentals for September have been approved by management and renters have been made aware of possible closings due to weather and staffing.
- Rides:
 - NebulaZ opened on September 2nd. There was a constant line from the time we opened the ride.
 - The ride was closed September 3rd, 4th, 9th, and 10th while we waited to hear back from the manufacturer on a noise we heard on the morning of September 3rd. We wanted to take precautions. It ended up being a minor repair and the ride is back up and running.
 - We are still waiting for the new bumper cars to arrive.
 - The "New" Sea Dragon is up and running.
- Signage updates:
 - Menus get updated as items change from vendors.
 - Working on getting our ride signs updated and more detailed to each ride.
- Parking lot updates:
 - Needed: crosswalk fixed so it can be used by strollers and wheelchairs.

Metro Boat Launch

- The pay system continues to work well.

Triangle Sports Area

- Planning is underway for the installation of the infrastructure necessary to accommodate the snow cannons and snow groomer.
- Rentals continue through October.
- A staffing email will be sent out in the next few weeks to get staff ready for the winter season.

WILDLIFE SANCTUARY

- The Walk for Wildlife fundraiser ended up being a great event with over 500 participants, making this one of the highest attended Walk for Wildlife events. The

weather cooperated and participants appreciated the live band and food truck options.

- A UW Madison Landscape Architecture student will be working with staff to develop a master plan for the Bay Beach Wildlife Sanctuary as part of a senior capstone project.
- The Haunted Halloween Hike will be on October 13 at the Wildlife Sanctuary. Planning is well underway for this event.

ADMINISTRATION

- Reservations for shelter rentals are beginning to taper off as winterization of the shelters begin.
- Staff are continuing to support special event requests.
- Staff are preparing to start the rehire process for 2024 and also updating the 2024 hiring paperwork.
- Annual boat launch passes are available for purchase in our office.
- Admin staff are assisting program managers who are opening fall and winter programming.
- Budget formulation is ongoing for the upcoming Parks Budget for 2024 as well as the Capital Improvement Plan.
- Registration for Table Tennis and Youth Basketball Skills are now open.