



AGENDA OF THE IMPROVEMENT AND SERVICES COMMITTEE

WEDNESDAY, APRIL 10, 2024, 5:00 PM
Immediately following Parks Committee.

In person at City Hall, Room 207
Virtual attendance also available via Zoom.

A. Zoom Meeting Information.

I. Join Zoom Meeting Online:

<https://us02web.zoom.us/j/82206544400?pwd=NDdlbmNzNUhBWVU5ckIzMjZ2QT09>

Or call in by phone: +1 312 626 6799

Meeting ID: 822 0654 4400

Passcode: 635662

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

B. Roll Call.

C. Approval of the Agenda.

D. Approval of Minutes.

E. Regular Business.

1. Consideration with possible action on request by Morgan Fick, 1460 Ninth Street, to rescind Invoice #183680 in the amount of \$39.00 for improper tipper cart storage on March 12, 2024, at 1460 Ninth Street.
2. Consideration with possible action on request by Larry Erdmann, 1428 Servais Street, to rescind Invoice #183412 in the amount of \$39.00 for improper tipper cart storage on March 4, 2024, at 1428 Servais Street.
3. Consideration with possible action on request by Jay Nyman, 1555 Forest Glen Drive, to

rescind Green Bay Parking Citation #69092161 for violation of the No Stopping/No Standing zone on North Washington Street.

4. Consideration with possible action on request by Department of Public Works to award the contract for hauling, disposal, and mobilization of contaminated soil to Peter's Concrete Co. as a one-year contract with an estimated total of \$70,250.00.
5. Consideration with possible action on request by Department of Public Works to obtain an easement for sidewalk and storm sewer purposes from Pickles Manufacturing, LLC, between School Place and Howard Street.
6. Consideration with possible action on request by Department of Public Works to approve Amendment No. 3 to Professional Services Agreement with Ayres Associates in the amount of \$9,710.00 for providing drafting services for the City portion of the Country Club Road reconstruction project.
7. Consideration with possible action on request by Department of Public Works to enter into a Routine Bridge Maintenance and Operation Agreement between the City and the Wisconsin Department of Transportation for State Fiscal Year 2025.
8. Consideration with possible action on request by HR Green Bay Owner, LLC (Hyatt Regency Green Bay) to assign parking rights to 333 Main, LLC in accordance with the provisions of the Parking Agreement between the City and Hyatt dated August 31, 2012.
9. Consideration with possible action on request by Department of Public Works to approve the proposed 2024 Mill and Pave Program. The program includes milling and replacing 4,735 linear feet of pavement for an estimated cost of \$350,000.00. The program will be funded using bonded money from streets that have been delayed for one year.
10. Consideration with possible action on request by Department of Public Works to enter into a three-party agreement with WisDOT and Graef-USA, Inc. for the Manitowoc Road Sidewalk Project WisDOT Project ID 4987-14-00. The total cost of the design is estimated to be \$405,610.86 of which the City will receive federal funds in the amount of \$129,163.00. The required remaining funds will be bonded in 2025.
11. Consideration with possible action on request by Department of Public Works to approve the award for the purchase of rain barrels to Greenlane Environmental & Recycling Services Inc. in the amount of \$29,016.00.
12. Consideration with possible action on request by Department of Public Works to NOT award Contract WSG 1-24 SALT STORAGE SHED CONCRETE REPAIRS due to need to reallocate funds to East Side Garage Salt Storage Shed design services.
13. Consideration with possible action on request by Department of Public Works to reallocate capital funds bonded for repairs to the West Side Garage salt storage shed to emergency repairs/replacement of the East Side Garage salt storage facility.
14. Consideration with possible action on request by Department of Public Works to award the following contract at a staff level and report the award at the next Improvement and Services Committee meeting following the contract award:

Consultant services for contaminated soils and groundwater determinations for contract 2024 CITY ROAD CONSTRUCTION PROJECTS, LEICHT MEMORIAL PARK, SEYMOUR PARK – WEST, AND FINGER ROAD SOFTBALL FIELD COMPLEX.

15. Consideration with possible action on request by Department of Public Works to approve and accept ownership of the stormwater management ponds for the Mahon Creek Estates and the Mahon Creek Estates 1st Addition Subdivisions.
16. Report of actions taken by the Department of Public Works.

A. Granting of Licenses

I. Sidewalk Builder

- a. Duke's Concrete Construction
- b. DeGroot Concrete LLC
- c. The Boldt Company
- d. Christensen Concrete & Excavating
- e. KPC Concrete Contractor LLC
- f. Loch Construction Co., Inc.
- g. Melnarik Concrete, Inc.
- h. Titledown Construction LLC
- i. Three Corners Concrete LLC
- j. Evraets Concrete Construction, LLC
- k. E&I Concrete Construction
- l. Helmle Construction & Concrete, LLC
- m. Deleers Construction, Inc.
- n. Bad Bass Concrete LLC
- o. Anderson Basement Repair, inc.

F. Informational.

1. Director's Report on recent activities of the Public Works Department.
2. Recognition of Improvement & Services Committee Alderpersons.
3. Discussion regarding projects and initiatives for the Department of Public Works.
4. The next Improvement & Services Committee meeting is scheduled for May 1, 2024.

G. Public Hearings.

H. Adjournment.

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

- 3) **QUORUM:** Please take notice that a majority or quorum of the Common Council will attend this Improvement and Services Committee meeting and will constitute a meeting of the Common Council for purposes of discussion and information gathering relative to this agenda.
- 4) **REPRESENTATION:** The party requesting the communication, or their representative, should be present at this meeting.



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

MEETING DATE

April 10, 2024

PREPARED BY

AGENDA ITEM # E.1

Consideration with possible action on request by Morgan Fick, 1460 Ninth Street, to rescind Invoice #183680 in the amount of \$39.00 for improper tipper cart storage on March 12, 2024, at 1460 Ninth Street.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Appeal - 1460 Ninth St-Morgan Fick

From: [Chris Pirlot](#)
To: [Michelle Wolter](#)
Cc: [James Brunette](#); [Steven Grenier](#)
Subject: I&S Committee agenda item
Date: Friday, March 29, 2024 8:01:05 AM

Please add the following item to the next I&S agenda: "Discussion and possible action on an appeal from Morgan Fick regarding an improper tipper cart storage invoice at 1460 Ninth Street"

Christopher J. Pirlot, P.E.
Operations Director/Parking Manager
City of Green Bay
Department of Public Works
920.492.3736 office
920.680.6166 cellular
greenbaywi.gov

From: Chris Wery <chriswery@att.net>
Sent: Friday, March 29, 2024 7:34 AM
To: Steven Grenier <Steven.Grenier@greenbaywi.gov>; Chris Pirlot <Chris.Pirlot@greenbaywi.gov>
Subject: Fw: Appealing an Improper Cart Storage Invoice? 1460 9th

Can you start the appeal process for Morgan?

Alderman Chris Wery
920-490-9282
chriswery@att.net

From: Morgan Fick <mfick14@gmail.com>
Sent: Monday, March 25, 2024 6:45 PM
To: District Eight <District.8@greenbaywi.gov>
Subject: Appealing an Improper Cart Storage Invoice?

Hello there,

My name is Morgan Fick and I own a home located at 1460 9th Street. On 3/15/24 I received an invoice in the mail stating we have been improperly storing our garbage cans. We have been storing our garbage cans on the side of the house behind some bushes for the past 3 and a half years that we have lived here. I was unaware that we were violating an ordinance with this location, as we have never received a warning. We have now since moved them into the garage. I was wondering how the appeal process works, as I read on the back of my letter that an appeal must be filed within 30 days. Hoping you can help.

Thank you for your time,
Morgan Fick



GREEN BAY CITY TREASURER

100 North Jefferson Street, Room 106
Green Bay, WI 54301-5026

INVOICE

Invoice Date	Invoice No.
03/15/2024	183680
Customer Number	
66613	
Invoice Total Due	
\$39.00	
Customer PO	Due Date
	04/14/2024

MORGAN M FICK
1460 NINTH ST
GREEN BAY, WI 54304-

FOR PARCEL 6-624 AT 1460 NINTH ST - ACTION TAKEN:
PER CITY ORDINANCE CARTS MUST BE PROPERLY
STORED 3/12/2024

✂ Please Detach and return top portion with your payment ✂

City of Green Bay, Green Bay, WI 54301

Invoice Date: 03/15/2024

Customer Number: 66613

Description	Quantity	Price	UOM	Original Bill	Adjusted	Paid	Amount Due
IMPROPER CART STORAGE	1.00	\$39.00	EACH	\$39.00	\$0.00	\$0.00	\$39.00
Please put Invoice Number on your check. Make checks payable to City of Green Bay.				Invoice Total:		\$39.00	

GENERAL ORDINANCE 9.02(7)(e)(9) SANITATION CART STORAGE REGULATIONS - AMOUNT MUST BE
PAID IN 30 DAYS OR BE PLACED ON THE TAX ROLL. PLEASE CALL THE DEPARTMENT OF PUBLIC
WORKS AT (920) 448-3535 WITH ANY QUESTIONS.

ORIGINAL
COPY



CITY OF GREEN BAY
DEPARTMENT OF PUBLIC WORKS
IMPROPER CART STORAGE FORM

Parcel No. _____

Invoice No. _____

Invoice Date _____

FOR OFFICE USE ONLY

Driver: Nick D Truck: 1185

Date: 3-12-24 Time: 11:29 am/pm

Address: 1460 9th

Day of week moved:

Monday Tuesday Wednesday Thursday Friday

Normal collection day:

Monday Tuesday Wednesday Thursday Friday

Pictures taken: 3-4

How notified: Complaint Drive by Tag

☒ TRASH CART:

Cart Number: 1495 026816

☒ RECYCLING CART:

Cart Number: 13-015749

☒ CART LOCATION:

Set Back

☐ CART RELOCATED TO:

Approved By: _____



2024/03/12
11:30

WISCONSIN
AJX-8475
MILWAUKEE



13-015749



1495 026816

2024
11



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

MEETING DATE

April 10, 2024

PREPARED BY

AGENDA ITEM # E.2

Consideration with possible action on request by Larry Erdmann, 1428 Servais Street, to rescind Invoice #183412 in the amount of \$39.00 for improper tipper cart storage on March 4, 2024, at 1428 Servais Street.

BACKGROUND

Upon complaint, staff inspected 1428 Servais Street and found tipper carts improperly stored alongside the garage, visible from the street. Staff relocated the carts and an invoice was issued.

RECOMMENDATION

As the carts were stored in an area not allowed under ordinance, staff recommends denial of the request.

FISCAL IMPACT

ATTACHMENTS

- I. Appeal Erdmann 1428 Servais



GREEN BAY CITY TREASURER

100 North Jefferson Street, Room 106
Green Bay, WI 54301-5026

INVOICE

Invoice Date	Invoice No.
03/07/2024	183412
Customer Number	
66554	
Invoice Total Due	
\$39.00	
Customer PO	Due Date
	04/06/2024

DENISE M & LARRY R ERDMANN
1428 SERVAIS ST
GREEN BAY, WI 54304-3138

FOR PARCEL 6-1576 AT 1428 SERVAIS ST - ACTION
TAKEN: PER CITY ORDINANCE CARTS MUST BE
PROPERLY STORED 3/4/2024

✂ Please Detach and return top portion with your payment ✂

City of Green Bay, Green Bay, WI 54301

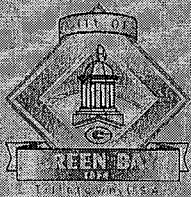
Invoice Date: 03/07/2024

Customer Number: 66554

Description	Quantity	Price	UOM	Original Bill	Adjusted	Paid	Amount Due
IMPROPER CART STORAGE	1.00	\$39.00	EACH	\$39.00	\$0.00	\$0.00	\$39.00
Please put Invoice Number on your check. Make checks payable to City of Green Bay.				Invoice Total:	\$39.00		

GENERAL ORDINANCE 9.02(7)(e)(9) SANITATION CART STORAGE REGULATIONS - AMOUNT MUST BE
PAID IN 30 DAYS OR BE PLACED ON THE TAX ROLL. PLEASE CALL THE DEPARTMENT OF PUBLIC
WORKS AT (920) 448-3535 WITH ANY QUESTIONS.

ORIGINAL
COPY



CITY OF GREEN BAY
DEPARTMENT OF PUBLIC WORKS
IMPROPER CART STORAGE FORM

Parcel No. _____

Invoice No. _____

Invoice Date _____

FOR OFFICE USE ONLY

Driver: Nick D Truck: 1185

Date: 3-4-24 Time: 9:03 am/pm

Address: 1428 Geneva St

Day of week moved:

Monday Tuesday Wednesday Thursday Friday

Normal collection day:

Monday Tuesday Wednesday Thursday Friday

Pictures taken: 9-10

How notified: Complaint Drive by Tag

Approved By: _____

☒ TRASH CART:

Cart Number: 1445 026362

☒ RECYCLING CART:

Cart Number: 11-012833

☒ CART LOCATION:

Set Back

☐ CART RELOCATED TO:



- warning



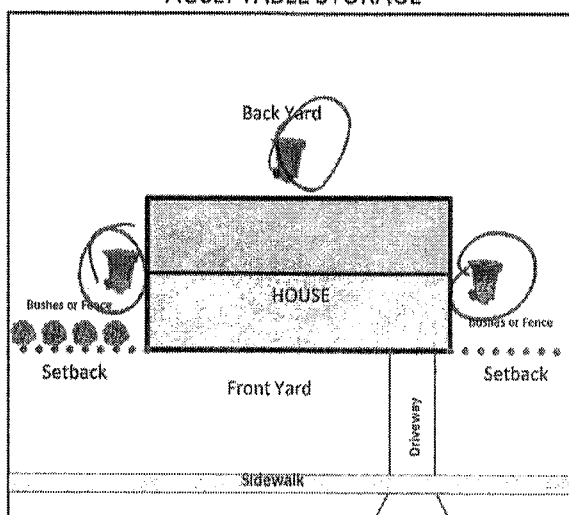
Failure to properly store your garbage or recycling cart in accordance to City Ordinance will result in the City moving your cart to an acceptable location and INVOICING the property owner.

Per City of Green Bay Ordinance 9.02(7)(e)(9) garbage and recycling tipper carts and containers shall be stored according to the following rules:

1. CANNOT be stored within 15 feet of the public street right-of-way.
2. CANNOT be stored on the street side or alongside a building UNLESS the cart is completely screened from view of an observer located at the street public right-of-way. Acceptable screening devices include bushes, fences, and other enclosures that visually block the view of tipper cart by people passing by the property.
3. CANNOT be stored near furnace, grill or other heat source.
4. CAN be stored in the backyard, garage, or another convenient and discreet location.
5. MUST be stored with the lid completely closed.
6. MAY be set out for pick up 6 hours prior to pick up time or remain out 6 hours after pick up time. Pick up time runs from 6:00 am – 3:00 pm.

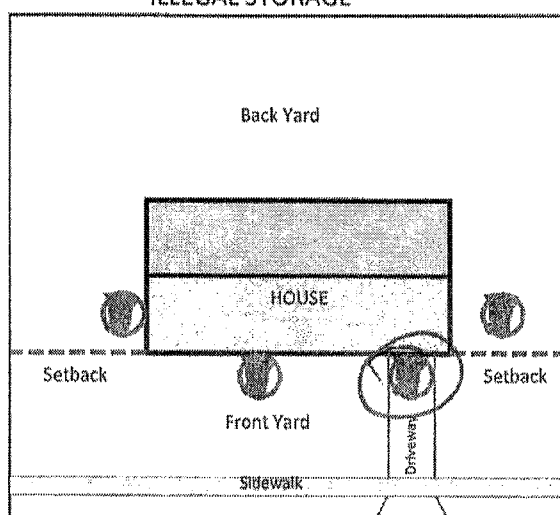
MID-BLOCK LOT

ACCEPTABLE STORAGE



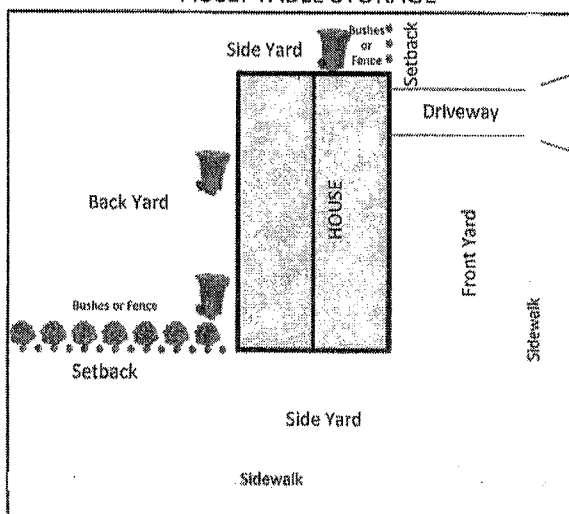
STREET

ILLEGAL STORAGE



STREET

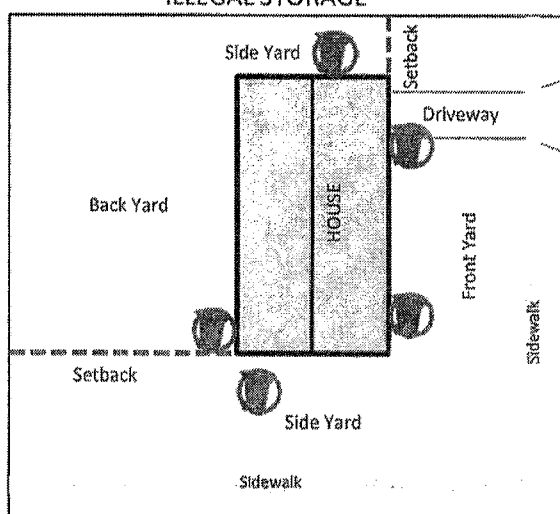
ACCEPTABLE STORAGE



STREET

CORNER LOT

ILLEGAL STORAGE



STREET

DATE: 7-25-22 ADDRESS: 1428 Servais st CONTACT MADE (circle one): YES NO

SANITATION PICK UP DAY: Monday ☐ Tuesday ☐ Wednesday ☐ Thursday ☐ Friday ☐

For more information please contact the Department of Public Works at (920) 448-3535.



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

MEETING DATE

April 10, 2024

PREPARED BY

AGENDA ITEM # E.3

Consideration with possible action on request by Jay Nyman, 1555 Forest Glen Drive, to rescind Green Bay Parking Citation #69092161 for violation of the No Stopping/No Standing zone on North Washington Street.

BACKGROUND

Mr. Nyman operates an Uber service and was called to North Washington Street for a fare. While collecting his fare, Mr. Nyman stopped in a marked No Stopping or Standing (NSOS) zone and was issued a citation for violating the zone. Mr. Nyman received a similar citation on June 24, 2023 in the same vicinity.

The NSOS zones were established by ordinance at the request of the Green Bay Police Department. These NSOS zones prohibit on-street parking, providing GBPD the ability to observe activity on the sidewalk, and have been highly successful in both cutting down on crime that had been occurring on the sidewalk outside of the establishments and also providing a place for responding officers to pull in if an event happened requiring a police presence. These NSOS zones are well marked and alternate arrangements have been made on the north side of the 200 block of Cherry Street for taxi, limo, and ride-share pickup.

RECOMMENDATION

Staff recommends denial of the request.

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

April 10, 2024

PREPARED BY

AGENDA ITEM # E.4

Consideration with possible action on request by Department of Public Works to award the contract for hauling, disposal, and mobilization of contaminated soil to Peter's Concrete Co. as a one-year contract with an estimated total of \$70,250.00.

BACKGROUND

The City of Green Bay is seeking quotations from qualified vendors for labor and equipment to load, haul and properly dispose of stockpiled petroleum, lead, solvent, and solid waste contaminated soil to a WDNR-Approved Bioremediation and Landfill facility - GFL Hickory Meadows Landfill, LLC in Hilbert, WI, Waste Management Ridgeview Security Landfill in Whitelaw, WI or Outagamie County Landfill for contaminated soils generated during DPW's reconstruct projects. On a per call basis (intermittently) from Spring 2024 through Fall 2024 for the following seven (7) projects.

Any resulting purchase agreement, based on this RFB, shall become the contractual agreement for the required services. Each section contained herein, any addenda and the response from the successful Vendor shall also be incorporated by reference into the resulting agreement. The authorization for the contract to begin will be upon City Council approval of the award, assuming any insurance and bonding requirements have been met. Similar services may be added and pricing for these services negotiated during the term of the contract.

- Project #1: Est. 100 Tons, 3 mobilizations (Parks X-24 Leicht Memorial Park, 128 Dousman Street) – Petroleum
- Project #2: Est. 2,700 Tons, 6 mobilizations (Pavement X-24 - Howard Street, School Place, S. Oakland Avenue Reconstruction and Seymour Park West Stormwater Pond) – Solid Waste & Petroleum
- Project #3: Est. 1000 Tons, 2 mobilization (Pavement X-24 Arndt Street, Broadway to east termini & Bridge Street, Broadway to east termini) - Petroleum, VOC, Heavy Metals, Industrial Chemicals
- Project #4: Est. 200 Tons, 2 mobilization (Pavement X-24 Woodlawn Avenue, Shawano Avenue to Dousman Street) – Petroleum
- Project #5: Est. 200 Tons, 2 mobilizations (Pavement X-24 East Mason Street, Jaster Street to Bader Street) – Petroleum
- Project #6: Est. 500 Tons, 1 mobilization (Resurfacing X-24, Lincoln Street, 1126 Lincoln Street) – Petroleum
- Project #7: Est. 100 Tons, 1 mobilization (Parks 12-23 Finger Road Ballfield Concession Utilities, 3385 Finger Road) – Solid Waste

RECOMMENDATION

Award to lowest responsive, responsible vendor Peter's Concrete Co. a one-year contract.

FISCAL IMPACT

Estimated yearly spend of \$70,250.00.

ATTACHMENTS

None



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

MEETING DATE

April 10, 2024

PREPARED BY

AGENDA ITEM # E.5

Consideration with possible action on request by Department of Public Works to obtain an easement for sidewalk and storm sewer purposes from Pickles Manufacturing, LLC, between School Place and Howard Street.

BACKGROUND

As part of the reconstruction of School Place, Howard Street, and Oakland Avenue, certain public improvements, including sidewalk and storm sewer, are required to be upgraded. For continuity of service, City staff has determined that accommodations crossing the Pickles Manufacturing property are necessary. Staff has met with and negotiated an easement along the east side of the Pickles Manufacturing property to provide the easement. The sidewalk will further serve as access from the residential neighborhood to Seymour Park.

RECOMMENDATION

Staff recommends approval.

FISCAL IMPACT

ATTACHMENTS

- I. Pickles Mfg easement

**EASEMENT FOR SIDEWALK AND
STORM SEWER PURPOSES**

It having been deemed necessary for the Improvement, maintenance or protection of public or private property to occupy or use lands owned by PICKLES MANUFACTURING LLC, a Delaware limited liability company ("Owner") in the City of Green Bay, Brown County, Wisconsin.

KNOWN ALL BY THESE PRESENTS that the owner(s) herein for and in consideration of the sum of Ten and no/100 dollars (\$10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby bargain, sell, convey, transfer and deliver unto

<u>Return this document to:</u> City of Green Bay – DPW 100 N Jefferson Street Green Bay, WI 54301

The CITY OF GREEN BAY, a Wisconsin municipal corporation,

a PERMANENT EASEMENT and right-of-way including the perpetual right to enter upon the real estate described and shown on attached Exhibit A ("Owner's Land") as reasonably necessary to construct, maintain and repair a public sidewalk and underground pipelines and necessary appurtenances (or manholes) in the area shown on Exhibit B (the "Easement Area") for the purposes of conveying stormwater over, across, through and under the Owner's Land and other lands hereinafter described, together with the right, and right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction and maintenance of said pipelines and necessary appurtenances, over the following described and shown on attached Exhibit B.

In addition to the easement rights granted herein, Owner further grants to THE CITY OF GREEN BAY, upon not less than forty-eight (48) hours' prior notice to Owner, during the initial construction of said public sidewalk, storm sewer pipeline and necessary appurtenances only, the right to excavate and refill ditches and/or trenches for the location of said pipelines, and to temporarily place materials and excavation equipment on a portion of the Owner's Land beyond the limits of the Easement Area, which materials and soil shall be removed immediately upon completion of construction and ground restored to original condition ("Temporary Limited Easement"). Said Temporary Limited Easement shall immediately abut the Easement Area, on either side (the "TLE Area"), as shown on Exhibit C. Owner shall have and retain all rights to the use and occupation of Owner's Land, provided that no structure shall be erected over the Easement Area or the TLE Area.

For the purpose of the construction, maintenance and repair of said storm sewer pipeline and necessary appurtenances, the said CITY OF GREEN BAY shall have the right to enter, pass over and use the Easement Area (but not any other portion of the Owner's Land except to the extent expressly provided herein) for the transportation, laying down, and temporary storage of materials, tools and equipment (to the extent expressly permitted herein), the depositing and removal of excavated materials, and for other reasonably necessary purposes incidental to the work, but shall do so with the least inconvenience practicable to the Owner, and provided that in

the event that damage is caused to said Owner's Land, including buildings erected thereon, by reason of the CITY OF GREEN BAY entering thereon for any purpose set forth herein, said CITY OF GREEN BAY shall reasonably compensate said grantor or successors therefor.

CITY OF GREEN BAY, at its cost, shall operate, maintain, repair and replace the public sidewalk and underground pipelines and necessary appurtenances (or manholes) located on the Easement Area and otherwise keep the same in good working order, and shall add (and shall cause any contractor or agent of said CITY OF GREEN BAY to add) Owner as an additional insured on any commercial general liability insurance policy maintained in connection with any such work and/or entry. CITY OF GREEN BAY hereby covenants and agrees and the easements are hereby granted upon the express conditions that care, skill and diligence will be used in connection with all entry and work performed hereunder; that all work is to be done in such a manner as in no way to endanger or interfere with the use of the property of the Owner; causing no damage to the buildings or improvements of the Owner nor interfering with or removing the support of the same; that it will save the Owner harmless from any and all loss or damage Owner may sustain growing out of or arising from the easement granted hereunder or the exercise by CITY OF GREEN BAY of any of CITY OF GREEN BAY rights hereunder; that upon the completion of any work hereunder by said CITY OF GREEN BAY, CITY OF GREEN BAY will restore the surface of said Easement Area to as good a condition as prior to CITY OF GREEN BAY'S entrance thereon.

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

PICKLES MANUFACTURING, LLC

Signed and sealed this _____ day of _____, 20____.

X _____

Print or type name and title above.

X _____

Print or type name and title above.

STATE OF _____)
) SS.
COUNTY OF _____)

Personally, came before me this _____ day of _____, 20____, the above named
_____ to me known to be the person who executed the forgoing instrument and acknowledge the same.

X _____

Print or type name of notary above.

Notary Public, _____ County, _____
County State

My Commission Expires: _____

This instrument drafted by: Thomas H. Giese – R/W Specialist
Project: Sidewalk & Storm Sewer Easement between School Place and Howard Street
Parcel number: part of 3-441.

EXHIBIT A

Parcel I:

Lots 1 through 14, inclusive, Hope Addition, in the City of Green Bay, West side of Fox River, Brown County, Wisconsin, excepting therefrom any portion thereof being used and/or previously conveyed for road purposes.

AND

A parcel of land being located in part of Lots 13 and 14, Block 1, Plat of C.W. Lomas Addition and part of Vacant Strip and part of Private Claim 1, West and part of Private Claim 2, West and part vacated School Place, in the City of Green Bay, West side of Fox River, Brown County, Wisconsin, described as follows:

Commencing at the South right of way of Howard Street and the East right of way of Hazel Street; thence South 26°00'00" West, 121.50 feet along said East right of way to the point of beginning; thence South 63°53'09" East 250.00 feet to the Southeast corner of lands described in Jacket 24389 Records, Image 25; thence North 26°00'00" East 121.50 feet along the East line of said Jacket 24389 Records, Image 25 to the South right of way of Howard Street; thence South 63°53'09" East, 109.00 feet along the Southerly right of way line of Howard Street to the Northwest corner of land described in Document Number 1539743; thence South 20°32'53" West, 122.04 feet along the Westerly line of land described in said Document Number 1539743 to the Southwest corner thereof; thence South 63°46'41" East, 135.05 feet along the Northerly line of Lots 14 and 13, Block 1, C.W. Lomas Addition extended Westerly to the Northeast corner of said Lot 13; thence South 25°06'19" West, 64.52 feet along the Easterly line of said Lot 13 to the Northerly right of way line of Cora Street; thence North 63°46'41" West, 67.00 feet along said Northerly right of way line; thence South 25°06'19" West, 18.00 feet along the Westerly right of way line of Cora Street; thence North 63°46'41" West, 0.46 feet along the Westerly right of way line of Cora Street; thence South 17°05'19" West, 54.66 feet along the Westerly right of way of Cora Street to the Southerly right of way line of Cora Street; thence North 62°25'23" West, 53.45 feet along the centerline of the North 1/3 of the Vacant Strip of Private Claim 2, West side of Fox River, to the Northwest corner of land described in Document Number 1762354; thence South 25°41'33" West, 130.90 feet along the West line of said land described in Document Number 1762354, to the Northerly right of way of School Place, also being the Northeasterly corner of land described in Document Number 1753349; thence South 25°41'33" West, 27.00 feet along the Easterly line of said land described in Document Number 1753349; thence South 88°56'03" West, 66.88 feet along said Easterly line; thence South 12°25'51" West, 72.00 feet along said Easterly line; thence along said Easterly line 505.35 feet along the arc of a 1135.00 foot radius curve to the left, having a long chord which bears South 03°16'14" East, 501.18 feet to the Northeasterly corner of Outlot 1, Volume 27 Certified Survey Maps, page 100, Map Number 4305; thence North 63°48'34" West, 448.54 feet along the Northerly line of Volume 27 Certified Survey Maps, page 100, Map Number 4305 to the Northwesterly corner thereof; thence continuing along the Northerly line of Volume 27 Certified Survey Maps, page 100, Map Number 4305, South 77°42'42" West, 51.67 feet; thence continuing along the Northerly line of Volume 27 Certified Survey Maps, page 100, Map Number 4305, North 86°25'48" West, 112.30 feet; thence

continuing North 86°25'48" West, 236.33 feet; thence North 64°03'55" West, 115.46 feet; thence North 25°47'23" East, 13 feet to a point on the Southerly line of Volume 1007 Records, page 308, extended Easterly; thence Westerly along the extended South Line of Volume 1007 Records, page 308 and the South line of Volume 1007 Records, page 308 to the Easterly right of way of Twelfth Avenue; thence Northerly along the Easterly right of way of Twelfth Avenue 97.3 feet to the Southwest corner of Lot 23, Hope Addition; thence Easterly along the South line of said Lot 23 to the Southeast corner of said Lot 23; thence Northerly along the Easterly line of Lots 13 through 23, inclusive, Hope Addition to the Southwest corner of Lot 10, Hope Addition; thence Easterly along the South line of Lots 1 through 10, inclusive, Hope Addition to the Southeast corner of Lot 1, Hope Addition; thence Northerly along the Easterly line of said Lot 1 to the Northeast corner of said Lot 1 with its intersection with the South line of vacated School Place; thence Westerly along the Southerly line of vacated School Place to the Easterly right of way of Hazel Street; thence Northerly along said Easterly right of way to the point of beginning.

Tax Parcel Number: 3-411

Street Address: 307 Twelfth Avenue, Green Bay, Wisconsin

Parcel II:

Lot 22, Hope Addition, in the City of Green Bay, West side of Fox River, Brown County, Wisconsin.

Tax Parcel Number: 3-751

Street Address: Twelfth Avenue, Green Bay, Wisconsin

Parcel III:

Lot 23, Hope Addition, in the City of Green Bay, West side of Fox River, Brown County, Wisconsin.

Tax Parcel Number: 3-752

Street Address: 409 Twelfth Avenue, Green Bay, Wisconsin

EXHIBIT B

DESCRIPTION OF STORM SEWER AND SIDEWALK EASEMENTS BETWEEN SEYMOUR PARK AND HOWARD STREET

Description of 40 foot wide Storm Sewer Easement Area

That part of Private Claim Number 1, West Side of Fox River; and that part of the Vacant Strip; and that part of the Vacated School Place right-of-way, all located in the City of Green Bay, Brown County, Wisconsin, described as follows:

Commencing at the Northeast corner of Lot 13, Block 1, C.W. Lomas Addition;
thence N64°-04'-40"W, 135.05 feet, along the north line of Lots 13 and 14, C.W. Lomas Addition and the westerly extension thereof, to the point of beginning;
thence S15°-26'-00"W, 138.75 feet;
thence S25°-54'-06"W, 161.88 feet;
thence N60°-24'-21"W, 7.41 feet;
thence S88°-37'-41"W, 6.53 feet;
thence N64°-05'-54"W, 26.80 feet;
thence N25°-54'-06"E, 160.73 feet;
thence N15°-26'-00"E, 136.77 feet;
thence N20°-15'-09"E, 127.50 feet to the south right-of-way line of Howard Street;
thence S64°-08'-25"E, 40.19 feet along said south right-of way line of Howard Street;
thence S20°-15'-09"W, 121.89 feet, to the point of beginning.

Part of tax parcel number 3-411.

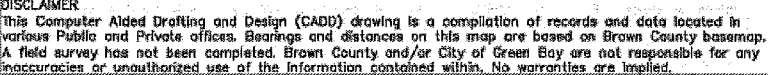
Description of 10 foot wide Sidewalk Easement Area

That part of Private Claim Number 1, West Side of Fox River; and that part of the Vacant Strip; and that part of the Vacated School Place right-of-way, all located in the City of Green Bay, Brown County, Wisconsin, described as follows:

Commencing at the Northeast corner of Lot 13, Block 1, C.W. Lomas Addition;
thence N64°-04'-40"W, 135.05 feet, along the north line of Lots 13 and 14, C.W. Lomas Addition and the westerly extension thereof, to the point of beginning;
thence S15°-26'-00"W, 138.75 feet;
thence S25°-54'-06"W, 161.88 feet;
thence N60°-24'-21"W, 7.41 feet;
thence S88°-37'-41"W, 2.93 feet;
thence N25°-54'-06"E, 161.82 feet;
thence N15°-26'-00"E, 138.25 feet;
thence N20°-15'-09"E, 123.29 feet to the south right-of-way line of Howard Street;
thence S64°-08'-25"E, 10.05 feet along said south right-of way line of Howard Street;
thence S20°-15'-09"W, 121.89 feet, to the point of beginning.

Part of tax parcel number 3-411.

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**PERMANENT STORM SEWER & SIDEWALK EASEMENTS
BETWEEN SEYMOUR PARK & HOWARD STREET**

[illegible]



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

MEETING DATE

April 10, 2024

PREPARED BY

AGENDA ITEM # E.6

Consideration with possible action on request by Department of Public Works to approve Amendment No. 3 to Professional Services Agreement with Ayres Associates in the amount of \$9,710.00 for providing drafting services for the City portion of the Country Club Road reconstruction project.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Appeal - 1460 Ninth St-Morgan Fick

From: [Chris Pirlot](#)
To: [Michelle Wolter](#)
Cc: [James Brunette](#); [Steven Grenier](#)
Subject: I&S Committee agenda item
Date: Friday, March 29, 2024 8:01:05 AM

Please add the following item to the next I&S agenda: "Discussion and possible action on an appeal from Morgan Fick regarding an improper tipper cart storage invoice at 1460 Ninth Street"

Christopher J. Pirlot, P.E.
Operations Director/Parking Manager
City of Green Bay
Department of Public Works
920.492.3736 office
920.680.6166 cellular
greenbaywi.gov

From: Chris Wery <chriswery@att.net>
Sent: Friday, March 29, 2024 7:34 AM
To: Steven Grenier <Steven.Grenier@greenbaywi.gov>; Chris Pirlot <Chris.Pirlot@greenbaywi.gov>
Subject: Fw: Appealing an Improper Cart Storage Invoice? 1460 9th

Can you start the appeal process for Morgan?

Alderman Chris Wery
920-490-9282
chriswery@att.net

From: Morgan Fick <mfick14@gmail.com>
Sent: Monday, March 25, 2024 6:45 PM
To: District Eight <District.8@greenbaywi.gov>
Subject: Appealing an Improper Cart Storage Invoice?

Hello there,

My name is Morgan Fick and I own a home located at 1460 9th Street. On 3/15/24 I received an invoice in the mail stating we have been improperly storing our garbage cans. We have been storing our garbage cans on the side of the house behind some bushes for the past 3 and a half years that we have lived here. I was unaware that we were violating an ordinance with this location, as we have never received a warning. We have now since moved them into the garage. I was wondering how the appeal process works, as I read on the back of my letter that an appeal must be filed within 30 days. Hoping you can help.

Thank you for your time,
Morgan Fick



GREEN BAY CITY TREASURER

100 North Jefferson Street, Room 106
Green Bay, WI 54301-5026

INVOICE

Invoice Date	Invoice No.
03/15/2024	183680
Customer Number	
66613	
Invoice Total Due	
\$39.00	
Customer PO	Due Date
	04/14/2024

MORGAN M FICK
1460 NINTH ST
GREEN BAY, WI 54304-

FOR PARCEL 6-624 AT 1460 NINTH ST - ACTION TAKEN:
PER CITY ORDINANCE CARTS MUST BE PROPERLY
STORED 3/12/2024

✂ Please Detach and return top portion with your payment ✂

City of Green Bay, Green Bay, WI 54301

Invoice Date: 03/15/2024

Customer Number: 66613

Description	Quantity	Price	UOM	Original Bill	Adjusted	Paid	Amount Due
IMPROPER CART STORAGE	1.00	\$39.00	EACH	\$39.00	\$0.00	\$0.00	\$39.00
Please put Invoice Number on your check. Make checks payable to City of Green Bay.				Invoice Total:		\$39.00	

GENERAL ORDINANCE 9.02(7)(e)(9) SANITATION CART STORAGE REGULATIONS - AMOUNT MUST BE
PAID IN 30 DAYS OR BE PLACED ON THE TAX ROLL. PLEASE CALL THE DEPARTMENT OF PUBLIC
WORKS AT (920) 448-3535 WITH ANY QUESTIONS.

ORIGINAL
COPY



CITY OF GREEN BAY
DEPARTMENT OF PUBLIC WORKS
IMPROPER CART STORAGE FORM

Parcel No. _____

Invoice No. _____

Invoice Date _____

FOR OFFICE USE ONLY

Driver: Nick D Truck: 1185

Date: 3-12-24 Time: 11:29 am/pm

Address: 1460 9th

Day of week moved:

Monday Tuesday Wednesday Thursday Friday

Normal collection day:

Monday Tuesday Wednesday Thursday Friday

Pictures taken: 3-4

How notified: Complaint Drive by Tag

☒ TRASH CART:

Cart Number: 1495 026816

☒ RECYCLING CART:

Cart Number: 13-015749

☒ CART LOCATION:

Set Back

☐ CART RELOCATED TO:

Approved By: _____



2024/03/12
11:30

WI. COSSINVILLE
AJX-8475
MAY 2024 EXPIRATION



13-015749



1495 026816

2024
11



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

MEETING DATE

April 10, 2024

PREPARED BY

AGENDA ITEM # E.7

Consideration with possible action on request by Department of Public Works to enter into a Routine Bridge Maintenance and Operation Agreement between the City and the Wisconsin Department of Transportation for State Fiscal Year 2025.

BACKGROUND

There are three lift bridges spanning the Fox River in downtown Green Bay: The Ray Nitschke Memorial Bridge on Main Street/Dousman Street; The Bart Starr Memorial Bridge on Walnut Street; and, the Donald A. Tilleman bridge on Mason Street. Of these, the Nitschke Bridge is owned by the City of Green Bay, while the Starr and Tilleman Bridges are owned by the Wisconsin Department of Transportation (WisDOT). The City and WisDOT have historically cooperated with each other on the routine aspects of bridge operation and maintenance, and the provisions of that agreement have been recorded in a standardized agreement. These agreements are year-to-year in nature and must be renewed for each State fiscal year.

RECOMMENDATION

Staff recommends approving the Routine Bridge Maintenance and Operation Agreement between the City and the Wisconsin Department of Transportation for State Fiscal Year 2025.

FISCAL IMPACT

The expected City fiscal impact under this agreement is approximately \$15,000 for traffic control. This amount can be reimbursed by WisDOT for the Starr and Tilleman Bridges. Expenses for the Nitschke Bridge are considered regular operating expenses and are considered when the City applies for lift bridge state aid.

ATTACHMENTS

- I. Lift Bridge Maintenance Agreement - 2025 City of Green Bay

Routine Bridge Maintenance and Operation Agreement

Wisconsin Department of Transportation

Fiscal Year 2025

City of Green Bay

This Agreement is made by and between the State of Wisconsin Department of Transportation, a Wisconsin state agency, (the “Department”) and City of Green Bay, a Wisconsin municipal body corporate, (the “City”), collectively referred to as the Parties in accordance with Wis. Stat. §§ 84.07(1), (2) and 83.015.

WHEREAS, the City owns a movable bridge identified as City Structure B-05-0311, also known as Ray Nitschke Memorial (Main Street) Bridge; and

WHEREAS, the Department owns movable bridges B-05-0134 Mason St. Bridge and B-05-0269 Walnut St. Bridge; and

WHEREAS, pursuant to a prior agreement, the City has operated the above described movable bridges on behalf of itself and the Department; and

WHEREAS, the Parties desire to transfer certain operational duties of City Structure B-05-0311, B-05-0134 Mason St. Bridge and B-05-0269 Walnut St. Bridge from the City to the Department.

NOW THEREFORE, upon the mutual promises contained herein, and upon such other consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Department requires the City to perform the Services described in Section 2 and allow the B-05-0311 Bridge Access as described in Section 4, and the City agrees to perform the Services and allow the B-05-0311 Bridge Access. It is understood that the Services and B-05-0311 Bridge Access authorized under this Agreement shall be accomplished in compliance with state and federal law, and under the general direction of the Department.

2. The City agrees to provide labor, equipment, and authorized materials needed to perform traffic control operations for routine maintenance activities of the following movable bridges located on the State Trunk System in the City:

B-05-0134 Mason St. Bridge

B-05-0269 Walnut St. Bridge

(the “Services”). The total estimated City costs of the Services is: \$15,000. Charge ID: 0005-05-25.

3. Payment for Services will be made to the City based on actual labor, including fringe benefit costs, and equipment. Itemized invoices for the Services shall be submitted monthly, within one-month of the period which the work was performed, as required by Wis. Stat. § 84.07(2). Invoices shall be emailed to Jason Lahm at jason.lahm@dot.wi.gov. The Department will make payments after the Department verifies the invoices are in accordance with this Agreement. All payments are subject to audit by the Department.

4. The City agrees to allow Department staff and Department contracted staff to access and enter the City Structure B-05-0311 and to operate the lift bridge structure, and perform required activities needed to operate the lift bridge structure. No costs shall be incurred by the City for Department directed operations or activities on the City Structure B-05-0311. The Department will notify the City in writing or by phone prior to

any required B-05-0311 Bridge Access. The Department and Department contracted staff will describe to the City the purpose of the required B-05-0311 Bridge Access.

5. The Parties agree that any and all other prior agreements with respect to operations of City Structure B-05-0311, B-05-0134 Mason St. Bridge and B-05-0269 Walnut St. Bridge are hereby rescinded and terminated.

6. Insurance Coverage. The State of Wisconsin Department of Transportation will not issue individualized evidence of insurance. The State, its agencies, and departments are self insured. The State's Self-Funded Liability and Property Programs are self-maintained comprehensive programs of commercial insurance that meets the laws of the State of Wisconsin. Insurance requirements are met by self- insurance rather than purchasing insurance in a commercial insurance market.

The Department is granted sovereign immunity and is therefore immunized against liability and suit by all parties. Sovereign immunity cannot be waived and no provision or term in this agreement shall be construed to limit, affect, or waive sovereign immunity. The Department cannot waive subrogation or liability or provide indemnification in any manner. Wis. Stat. sec. 895. 46 provides for the payment of certain negligence claims against WisDOT employees and agents.

7. Each Party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, officers, officials, agents, boards, committees, commissions, agencies, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions, including providing its own defense, except as provided herein. In situations including joint liability, each Party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, officers, officials, agents, boards, commissions, committees, agencies, and representatives. It is not the intent of the Parties to waive any statutory protections or impose liability beyond that imposed by state statutes. The obligations of the Parties under this paragraph shall survive the expiration or termination of this Agreement. Either Party may enforce the terms of this Agreement by any legal means.

8. Either party may, with 90-day written notice, unilaterally terminate this Agreement, effective if given/served prior to July 1st, 2025. Should the Department be given due and sufficient notice of the termination of this Agreement by the City, the Department agrees to fulfill all the contractual duties and responsibilities of the City prior to termination of this Agreement.

Any written notice of termination shall be served upon the following representatives by certified mail, return receipt requested:

On Behalf of City of Green Bay:
Steve Grenier
City of Green Bay – Director of Public Works
100 N. Jefferson St. Room 300
Green Bay, WI 54303

On Behalf of the Department:
Jason Lahm
Wisconsin Department of Transportation - Northeast Region
944 Vanderperren Way
Green Bay, WI 54304

9. In connection with the Services provided under this Agreement, the Parties agree not to discriminate against any employee or applicant for employment because of sex, age, race, religion, color, handicap, physical condition, developmental disability as defined in Wis. Stat. § 51.01(5), sexual orientation, or national origin. This Section 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. The Parties shall post in a conspicuous place, available for employees and applicants for employment, notices setting forth this Section.

10. This Agreement will be construed and interpreted in accordance with the laws of the State of Wisconsin, notwithstanding any conflicts of laws provisions.

11. Neither Party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other Party.

12. If any provision of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. This Agreement constitutes the Parties' complete agreement and may only be modified, amended, or added after the date of this Agreement by a written instrument executed by both Parties, except as otherwise provided herein.

14. This Agreement may be executed in several counterparts, and the signatures on this Contract may be transmitted electronically. Electronic signatures will be deemed to constitute original signatures and counterparts to this Agreement containing the signatures (whether original or electronic) of all the parties will be deemed to constitute a single, enforceable Contract.

IN WITNESS WHEREOF, the Parties, by their authorized officer or representatives, have caused this Agreement to be executed as of the date both Parties have signed below.

WISCONSIN DEPARTMENT OF TRANSPORTATION

By: _____

Title: _____

Date: _____

CITY OF GREEN BAY

By: _____
Eric Genrich - Mayor

Date: _____

By: _____
Celestine Jeffreys - Clerk

Date: _____



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

MEETING DATE

April 10, 2024

PREPARED BY

AGENDA ITEM # E.8

Consideration with possible action on request by HR Green Bay Owner, LLC (Hyatt Regency Green Bay) to assign parking rights to 333 Main, LLC in accordance with the provisions of the Parking Agreement between the City and Hyatt dated August 31, 2012.

BACKGROUND

The City and Hyatt entered into a Parking Agreement on August 31, 2012, whereby the City agreed to provide parking in municipal ramps for Hyatt personnel. This Agreement has provisions allowing Hyatt to assign those parking rights to successors or assigns.

RECOMMENDATION

Staff recommends approving the request to assign the parking rights to 333 Main, LLC.

FISCAL IMPACT

ATTACHMENTS

- I. Parking Agreement Hyatt 333 Main



150 North Riverside Plaza
Chicago, IL 60606 USA

_____, 2024

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED) AND EMAIL

City of Green Bay, Wisconsin
City of Green Bay, City Hall
100 N. Jefferson
Green Bay, Wisconsin 54301
Attention: City Clerk

Re: Parking Agreement – Consent to Assignment, Amendment and Estoppel

Ladies and Gentlemen:

The City of Green Bay, Wisconsin, a municipal corporation ("City") and HR Green Bay Owner, LLC, a Delaware limited liability company, d/b/a Hyatt Regency Green Bay (f/k/a Hyatt on Main, Green Bay) ("Hyatt"), are parties to that certain Parking Agreement, dated as of August 31, 2012, as amended by that certain First Amendment to Parking Agreement dated October 12, 2023, (as amended and assigned, and as the same and may be further amended, modified and/or supplemented from time to time, the "Parking Agreement"), with respect to the Hyatt Parking Passes and Existing Ramps (as each is defined in the Parking Agreement).

Hyatt and Scarlett Real Estate Holdings, LLC, a Tennessee limited liability company ("Contract Buyer") have entered into that certain Purchase and Sale Agreement dated as of December 27, 2023, as assigned by Contract Buyer to 333 Main, LLC, a Delaware limited liability company ("New Owner"), an affiliate of Contract Buyer, and whereby Hyatt desires to sell to New Owner that certain property located at 333 Main St, Green Bay, WI 54301, commonly known and operated as the Hyatt Regency Green Bay (the "Hotel"). In connection with such transfer, Hyatt desires to assign all of its rights and obligations under the Parking Agreement to New Owner by entering into an assignment and assumption agreement with New Owner in the form of Exhibit A hereto (the "Assignment").

1. Consent to Assignment

Pursuant to Section 10 of the Parking Agreement, City's consent is required for any assignment made by "Hyatt" thereunder. Therefore, Hyatt hereby requests that an authorized representative of the City kindly sign and return a copy of this letter (the "Letter"), such signature to evidence: (i) acknowledgement of the Assignment and that the Assignment will not constitute a breach of the Parking Agreement, (ii) City's consent to and approval of the Assignment effective as of the date the City executes this Letter, which pursuant to Section 10 of the Parking Agreement shall be no later than thirty (30) days from the date hereof, (iii) City's acknowledgement that the Parking Agreement will remain in full force and effect, in accordance with its terms, following the Assignment; and (iv) following the Assignment Hyatt is hereby released and discharged of any duty or responsibility under the Parking Agreement. Following such assignment, the term "Hyatt" set forth in the Parking Agreement shall be replaced with the term "Hotel Owner" and mean "333 Main, LLC".

2. Amendment

- A. Parking Passes. The first sentence of Section 1 of the Parking Agreement shall be deleted in its entirety and replaced with the following:

“The City hereby agrees to provide Hotel Owner eighty-eight (88) parking passes for use by Hotel Owner’s employees, agents, representatives and invitees (“**Hotel Owner Parking Passes**”).”

- B. Notices. From and after the effective date of the Assignment, all notices under the Parking Agreement to be sent to the New Owner or the related party thereunder shall be sent to the addresses below. The parties will provide the City with notice of the effective date of the Assignment.

c/o Scarlett Hotel Group, LLC
807 Waukegan Road
Deerfield, Illinois 60015
Attn: Zio Pekovic
Email: zio.pekovic@scarletthotelgroup.com

with a copy to:
Dentons US LLP
233 South Wacker Drive
Suite 5900
Chicago, Illinois 60606-6361
Attn: Adam Docks
Email: adam.docks@dentons.com

And to:
Ruder Ware, L.L.S.C.
130 N Adams Street
Green Bay, WI 54301
Attn: Christopher J. Paul
Email: cpahl@ruderware.com

3. Estoppel

Pursuant to Section 13 of the Parking Agreement, Hyatt hereby requests the City certify and acknowledge that:

- A. As of the date this Letter is signed, (i) the Parking Agreement is currently in full force and effect; (ii) the Parking Agreement has not been amended, supplemented and/or otherwise modified, either orally or in writing, except as set forth in this Letter; and (iii) to the undersigned’s knowledge, neither the City or Hyatt are in default in the performance of any of their obligations under the Parking Agreement.
- B. The commencement date of the rent was October 15, 2012. The number of Hyatt Parking Passes provided by the City for use by Hyatt is eighty-eight (88), excluding any temporary parking vouchers issued to Hyatt for daily, one-time use, as needed (the “Vouchers”, each a “Voucher”). The current rent is \$20.47 per Hyatt Parking Passes for a total of \$1,801.36 per month. The current cost per Voucher is \$ _____. Hyatt has paid all sums due under the Parking Agreement, including the cost of any Vouchers, through _____, 202[4]. There is no additional rent due under the Parking Agreement. The current term of the Parking Agreement expires on October 15, 2029.

- C. The person signing this Letter is duly authorized to sign and deliver it on behalf of the City, and no other signatures or approvals are required or necessary in connection with the execution and validity of this Letter.
- D. This Letter shall have the effect of estopping the City from making any assertions contrary to the contents hereof.
- E. This Letter shall inure to the benefit of Contract Buyer, New Owner and each of their respective successors and assigns, together with their respective lenders, title insurers, mortgagees, and each of their successors and assigns, and shall be binding upon the City and its successors and assigns.

Please sign this letter where indicated below to indicate your acknowledgement of and agreement and consent to the above and return the signed copy to Roberto Dall'Asta at 150 North Riverside Plaza, Chicago, Illinois 60606 along with a scanned copy by email at rob.dallasta@hyatt.com. Thank you in advance for your assistance and prompt attention to this matter.

Signature page follows.

We appreciate your prompt attention to this matter and look forward to continuing our mutually beneficial relationship.

Sincerely,

HR GREEN BAY OWNER, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

[Signatures continue on following page]

ACKNOWLEDGED, AGREED AND CONSENTED TO:

CITY OF GREEN BAY, WISCONSIN

a municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

cc: Joanne Bungert City Attorney
City of Green Bay
100 N. Jefferson Street, Room 200
Green Bay, Wisconsin 54301
Email: joanne.bungert@greenbaywi.gov

EXHIBIT A

FORM OF ASSIGNMENT AND ASSUMPTION OF PARKING AGREEMENT

ASSIGNMENT AND ASSUMPTION OF PARKING AGREEMENT

This Assignment and Assumption Agreement (this “Assignment”) is made and entered into as of _____, 2024 (the “Effective Date”) by and between HR GREEN BAY OWNER, LLC, a Delaware limited liability company (“Assignor”), and _____ (“Assignee”), each a “Party” and together the “Parties”.

RECITALS

Assignor is a party to that certain Parking Agreement of Parking, dated August 31, 2012, between Assignor as successor in interest to Hyatt Corporation as authorized agent of Hyatt Equities, L.L.C. and the City as amended by that certain First Amendment to Parking Agreement dated October 12, 2023, (as amended and assigned, the “Parking Agreement”). Capitalized terms used herein and not defined shall have the meanings assigned to them in the Parking Agreement, as applicable.

Assignor has agreed to sell, and Assignee has agreed to purchase, that certain hotel located at 333 Main Street, Green Bay, Wisconsin and commonly known as the Hyatt Regency Green Bay.

In connection with the purchase and sale of the hotel, Assignor desires to assign, and Assignee desires to assume, all of the rights and obligations of Assignor under the Parking Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the agreements and conditions contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows, with effect as of the Effective Date:

Section 1.1 Assignment and Assumption.

(a) Assignment. Effective as of the Effective Date, Assignor hereby assigns, sells, conveys and otherwise transfers to Assignee all of Assignor’s right, title and interest in and to the Parking Agreement.

(b) Assumption. Assignee hereby accepts the assignment of all of Assignor’s right, title and interest in and to the Parking Agreement and assumes and agrees to be bound by and perform, as a direct obligation of Assignee, each and all of the obligations, terms, covenants and agreements of Assignor under the Parking Agreement accruing from and after the Effective Date.

Section 1.2 Miscellaneous.

(a) As between Assignor and Assignee, this Assignment does not enlarge, restrict or otherwise modify the terms of the purchase and sale or constitute a waiver or release by Assignor or Assignee of any liabilities, duties or obligations imposed upon them (or any of their respective affiliates) by the terms of the purchase and sale applicable to the Hyatt Regency Green Bay.

(b) A Party may deliver an executed signature page to this Assignment by PDF or other email transmission, including DocuSign or similar electronic signatures to any other Parties, which PDF or email copy shall be deemed to be an original executed signature page. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one agreement with the same effect as if the Parties had signed the same signature page.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first set forth above.

ASSIGNOR:

HR GREEN BAY OWNER, LLC,
a Delaware limited liability company

By: _____

Name:

Title:

(Signatures continue on following page)

ASSIGNEE:

By: _____

Name:

Title:



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

MEETING DATE

April 10, 2024

PREPARED BY

AGENDA ITEM # E.9

Consideration with possible action on request by Department of Public Works to approve the proposed 2024 Mill and Pave Program. The program includes milling and replacing 4,735 linear feet of pavement for an estimated cost of \$350,000.00. The program will be funded using bonded money from streets that have been delayed for one year.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Mill&Pave_2024

Street	Base	Length	Width	Area (SY)	HMA (Tons)
Sheridan Lane - Leslie Drive to Swiss Hill Drive	Gravel	891	33	3267.0	392.04
Luke Lane - Amy Street to Penny Place	Gravel	644	33	2361.3	283.36
S Robinson Avenue - Radinz Road to South Temrini	Gravel	976	33	3578.7	429.44
Van Beek Road - Aphrodite Road to Lena Lane	Gravel	730	33	2676.7	321.2
Saratoga Street - Bond Stret to Saratoga Way	CSB	550	33	2016.7	242
St. Jude Street - Kellogg Street to Bond Street	CSB	944	33	3461.3	415.36
		4735		17361.7	2083.4



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

MEETING DATE

April 10, 2024

PREPARED BY

AGENDA ITEM # E.10

Consideration with possible action on request by Department of Public Works to enter into a three-party agreement with WisDOT and Graef-USA, Inc. for the Manitowoc Road Sidewalk Project WisDOT Project ID 4987-14-00. The total cost of the design is estimated to be \$405,610.86 of which the City will receive federal funds in the amount of \$129,163.00. The required remaining funds will be bonded in 2025.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

City will receive Federal Funds in the amount of \$129,163.00. The required remaining funds will be bonded in 2025.

ATTACHMENTS

1. Manitowoc Rd WISDOT
2. Services Contract WIDOT, City of Green Bay, Graef Usa



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

Subprogram #: 290

Program Name: TAP

Revised Date: 3/26/2024

Date: 1/11/2023

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

WisDOT UEI #: CBE4JHP1S8H7

Project Sponsor UEI #: TBD

FAIN ID: TBD

Project Title: C Green Bay, Manitowoc Rd Sidewalk

Location/Limit: STH 29 – Hemlock Dr

Project Length (if applicable): 1.75 miles

Project Sponsor: City of Green Bay

County: Brown

MPO Area (if applicable): Green Bay

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

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

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

NEEDS AND ESTIMATE SUMMARY:

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

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

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

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

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

The subject project is funded with 80% federal funding up to a maximum of **\$812,626** for all federally-funded project phases when the Project Sponsor agrees to provide funds in excess of the **\$812,626** federal funding

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

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

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

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

Project Award date: 8/25/2022

Commencement deadline: 8/25/2026

Completion deadline: 6/30/2029

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

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

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

SUMMARY OF COSTS					
PROJECT TYPE	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
Design ID 4987-14-00					
Design Plan Development	\$149,694	\$119,755	80%	\$29,939	20%+BAL
State Review	\$11,760	\$9,408	80%	\$2,352	20%+BAL
<i>Design Subtotal</i>	\$161,454	\$129,163	80%	\$32,291	20%+BAL
Construction ID 4987-14-71					
Participating Construction	\$1,116,533	\$674,826.56	80%	\$441,706.44	20%+BAL
Construction Engineering	\$102,406	\$0	80%	\$102,406	20%+BAL
State Review	\$15,600	\$8,636.44	80%	\$6,963.56	20%+BAL
<i>Construction Subtotal</i>	\$1,234,539	\$683,463		\$551,076	
Total Est. Cost Distribution	\$1,395,993	\$812,626	MAX*	\$583,367	N/A

*This project has a TAP federal funding maximum of **\$812,626**. This maximum is cumulative for all federally funded project phases.

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

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

GENERAL TERMS AND CONDITIONS:

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

STATE RESPONSIBILITIES AND REQUIREMENTS:

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

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

PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:

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

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

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

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

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

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

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

LEGAL RELATIONSHIPS:

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

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

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

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

- a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under Wis. Stat. Sec. 779.14.
 - b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.
31. The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29:
- a. Are not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;
 - b. Have not, within a three-year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated above;
 - d. Have not within a three-year period preceding this State/Municipal Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default; and
 - e. That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 -- Covered Transactions, have certified in writing that neither they or their principals are currently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, State or Local transaction by any Federal, State or Local department, agency or official.
32. *Contract Modification:* This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived, or terminated orally.
33. *Binding Effects:* All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors, and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party beneficiary rights to be held by any person or entity who is not a party to this State/Municipal Agreement. Nor does it accord on any non-party the right of enforcement.
34. *Choice of Law and Forum:* This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein

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

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

PROJECT FUNDING CONDITIONS

36. Non-Appropriation of Fund: With respect to any payment required to be made by the Department under this State/Municipal Agreement, the parties acknowledge the Department's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Project Sponsor or the Department may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.

37. Maintenance of Records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.

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

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

38. The Project Sponsor agrees to the following State Fiscal Year 2022-2026 TAP project funding conditions: The maximum participation of federal funding will be limited to 80% of the actual eligible project cost or the total cost distribution of TAP funds shown on page 3 of this State/Municipal Agreement, whichever is less. The project federal funding maximum of **\$812,626** is cumulative for all federal funded project phases.

ENGINEERING SERVICES CONTRACT
BETWEEN THE WISCONSIN DEPARTMENT OF TRANSPORTATION,
CITY OF GREEN BAY (MUNICIPALITY)
AND GRAEF-USA INC. (CONSULTANT) FOR

Project ID: 4987-14-00
C Green Bay, Manitowoc Rd Sidewalk
STH 29 – Hemlock Dr
Non Hwy, Brown County

This CONTRACT made and entered into by and between the DEPARTMENT, MUNICIPALITY and the CONSULTANT provides for those SERVICES described in the Scope of Services and Special Provisions and is generally for the purpose of providing the SERVICES solicited by the MUNICIPALITY in development of sidewalk improvement plans and specifications from STH 29 to Hemlock Road. The proposed project will consist of constructing 1.75 miles of new sidewalk on both sides of Manitowoc Road, Pecan Street and Hemlock Drive and will create connectivity to neighborhoods and major intersections with signalized pedestrian crossings. The sidewalk project will connect to recently constructed sidewalk facilities on Main Street. This Qualification Based Selection was made based on the CONSULTANT'S Notice of Interest response and any interviews conducted.

The DEPARTMENT and MUNICIPALITY deem it advisable to engage the CONSULTANT to provide certain engineering SERVICES and has authority to contract for these SERVICES under sec. 84.01(13), Wis. Stats.

The DEPARTMENT REPRESENTATIVE is: Jodi Jarosinski, Project Manager, 944 Vanderperren Way, Green Bay, WI 54304, telephone: (920) 360-2351, email: jodi.jarosinski@dot.wi.gov .

The MUNICIPALITY REPRESENTATIVE is: James Brunette, P.E., Project Manager, City of Green Bay, 100 N. Jefferson Street, Green Bay, WI 54301, james.brunette@greenbaywi.gov , (920) 448-3105.

The CONSULTANT REPRESENTATIVE is: Andrew Schultz, P.E., Project Manager, 116 South Adams Street, Suite 201, Green Bay, WI, 54301, andrew.schultz@graef-usa.com, (920) 405-3809

The CONSULTANT SERVICES will be performed for the DEPARTMENT's NE Region office, Green Bay, WI and will be completed by June 30, 2026. Deliver PROJECT DOCUMENTS to DEPARTMENT's NE Region office, Green Bay, WI 54304, unless other directions are given by the DEPARTMENT.

Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT will be from the:

☐ DEPARTMENT ☒ MUNICIPALITY

1. For basic design services including administration and coordination, survey, agency, utility coordination, design reports, public involvement; roadway, right-of-way plat and the production of PS&E documents performed by CONSULTANT, actual costs to the CONSULTANT up to \$333,127.70, plus a fixed fee of \$22,493.03 not to exceed \$355,620.73.
2. For architecture/history surveys and associated reporting subcontracted to Commonwealth Heritage Group, Inc., the CONSULTANT'S actual cost to Commonwealth Heritage Group, Inc., based on Commonwealth Heritage Group Inc.'s actual cost up to \$4,678.74 plus fixed fee of \$311.39 not to exceed \$4,990.13.
3. For title search and title search updates, subcontracted to Knight Barry Title, Inc., the CONSULTANT'S actual cost to Knight Barry Title, Inc., not to exceed \$45,000.00 for units delivered based on rates in the table below.

Item Description	Quantity	Unit Type	Unit Cost	Total
Title Searches	90	Each	\$475.00	\$42,750.00
Title Search Updates	90	Each	\$25.00	\$2,250.00
Estimated Total Fees:				\$45,000.00

Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT shall be for an amount not to exceed **\$405,610.86.**

The CONSULTANT does and will comply with the laws and regulations relating to the profession of engineering and will provide the desired engineering SERVICES.

This CONTRACT incorporates and the parties agree to all of the standard provisions of the Three Party Design Engineering Services Contract, dated October 18, 2023 and referenced in Procedure 8-15-1 of the State of Wisconsin Department of Transportation Facilities Development Manual. CONSULTANT acknowledges receipt of a copy of these standard provisions.

This CONTRACT incorporates all of the MANUALS defined in the CONTRACT.

The parties also agree to all of the Special Provisions which are annexed and made a part of this CONTRACT, consisting of 9 pages.

Nothing in this CONTRACT accords any third party beneficiary rights whatsoever on any non-party that may be enforced by any non-party to this contract.

For the CONSULTANT

For the DEPARTMENT

By: _____

By: _____

Title: _____

Contract Manager, WisDOT

Date: _____

Date: _____

For the MUNICIPALITY

By: _____

Title: _____

Date: _____

SCOPE OF SERVICES

Consultant shall follow the Non-Traditional Sponsor's Guide guidelines and requirements.

A. DESIGN REPORTS

(1) Design Study Report

The CONSULTANT shall prepare a design study report for the entire project limits to the standards set forth in WisDOT Facility Design Manual (FDM). Appropriate number of copies shall be submitted to the MUNICIPALITY and DEPARTMENT for approval.

(2) Transportation Management Plan

Prepare Transportation Management Plan Type 1 in accordance with the MANUAL. No Work Zone Impact Assessment (WZIA) is required by CONSULTANT. No sidewalk detour is required.

(3) Bi-Monthly Schedule Work Sheet

CONSULTANT shall update the Bi-Monthly Schedule Work sheet as required by the Non-Traditional Sponsor's Guide guidelines and requirements.

B. ENVIRONMENTAL DOCUMENTATION

Execute a disclosure statement as required by 40 CFR 1506.5(c).

Prepare an CEC Environmental document for the PROJECT as specified in the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code. Furnish the required number to the MUNICIPALITY for approval.

The CEC will include the following factor sheets:

- Hazardous Substances, Contamination and Asbestos
- Threatened and Endangered Species

(1) Section 4(f) Evaluation

Describe the impact of this PROJECT upon lands protected under Section 4(f) of the Federal-Aid Highway Act of 1968, as amended, and the findings to the MUNICIPALITY for evaluation by the DEPARTMENT and the FHWA. Prepare a Section 4(f) evaluation in accordance with the MANUAL.

(2) Historical and Archaeological Surveys and Studies

- (a) Identify the Area of Potential Effect for the PROJECT. Conduct a reconnaissance survey as specified in the MANUAL. Submit the results of the archaeological and historical reconnaissance and evaluation studies to the region project manager. Obtain recommendations from SHPO, the historian and the Project Manager regarding historical/architectural

reconnaissance surveys. Obtain recommendations from the archaeologist, Bureau of Environment and the Project Manager prior to conducting evaluation studies when further work is needed.

- (b) Prepare a report as required in the "Guidelines for Preparation of Formal Report on Archaeological Materials or Sites" in accordance with the MANUAL. Document the results of the reconnaissance survey for architecture/history using the "Architecture/History Survey Form".
 - (c) Prepare documentation for the determination of effects (No Effect, No Adverse Effects, Adverse Effects) as appropriate. Prepare Documentation for Consultation in accordance with the MANUAL and in consultation with the FHWA, SHPO, and BOE. When appropriate, Native Americans will also be included in the consultation process. Prepare a Data Recovery Plan as part of the Documentation for Consultation for Archaeological properties.
- (3) Hazardous Materials/Contamination Assessments
- (a) Conduct a Phase I investigation for the PROJECT in accordance with the Sponsor's Guide to Non-Traditional Transportation Project Implementation (Sponsor's Guide).
 - (b) Obtain direction from the Project Manager and the Region environmental coordinator prior to conducting further evaluation studies when Phase 1 indicates further work is needed.
 - (c) The MUNICIPALITY acknowledges that the CONSULTANT is not, by virtue of this CONTRACT, the owner or generator of any waste materials generated as a result of the Hazardous Materials/ Contamination Assessments services performed by the CONSULTANT under this CONTRACT. Dispose of investigative waste in accordance with the MANUAL.

C. AGENCY COORDINATION

- (1) Section 401 and 402 Certifications:

This project is not eligible for DNR concurrence through the WisDOT/DNR Cooperative agreement and is subject to DNR Permitting requirements.

- (2) United States Fish and Wildlife.

Complete Information for Planning and Consultation (IPaC) according to USFW service instructions.

- (3) Department of Natural Resources (DNR).

Complete necessary permits required for the project. Coordinate threaten and endangered species with the DNR.

- (4) Native American Letters

CONSULTANT shall prepare email and submit to the DEPARTMENT.
DEPARTMENT mails hard copies.

D. UTILITY INVOLVEMENTS

- (1) Utility Coordination (Non Trans 220)

Perform all utility coordination in accordance with:

- a) The MANUAL
 - b) The WisDOT "Guide to Utility Coordination"
- (2) The MUNICIPALITY will provide the CONSULTANT with a list of known MUNICIPAL utilities on the PROJECT and a list of contact personnel for utility coordination. This list is not warranted to be complete but is furnished to assist the CONSULTANT. It should be verified and updated by the CONSULTANT.
- (3) The CONSULTANT shall confer on an ongoing basis with all utility facility owners in the project vicinity to establish mutual understanding on design features of the project affecting utility facilities and shall keep the MUNICIPALITY and DEPARTMENT informed of all such coordination activities. The CONSULTANT shall provide the MUNICIPALITY and DEPARTMENT with plans and information that will allow it to meet its planned utility coordination schedule.

E. PUBLIC INVOLVEMENT

- (1) Public Involvement Meetings:

- (a) The CONSULTANT, after consultation with the MUNICIPALITY, shall prepare a Public Involvement Plan for the project according to the MANUAL.
- (b) In cooperation with the MUNICIPALITY, the CONSULTANT shall maintain a log of public involvement activities associated with the PROJECT.
- (c) During this CONTRACT, the CONSULTANT shall assist the MUNICIPALITY in answering questions from the public about the PROJECT.
- (d) The CONSULTANT shall conduct one informational meeting to acquaint the public with the concepts and probable impacts of this PROJECT. Meeting is anticipated to occur near the end of the preliminary design phase at approximately 45% of plan completion.
- (e) The CONSULTANT shall prepare all exhibits and documentary handout material and provide the equipment necessary to conduct the public informational meetings.

- (f) Prepare a summary report after the public involvement meeting(s).
- (g) Discuss with the MUNICIPALITY the comments received and recommend the possible disposition of these comments and suggestions after the public involvement meeting.
- (h) The CONSULTANT shall make all the necessary arrangements for scheduling the meetings, preparing and mailing notices, and providing press releases for the MUNICIPALITY 's use.
- (i) Provide the MUNICIPALITY with copies of all public involvement correspondence and file notes.
- (j) The Consultant shall develop a plan for keeping the public informed about construction status and access to businesses.
- (k) The CONSULTANT shall coordinate meeting schedules with the MUNICIPALITY's PROJECT representative, James Brunette.

F. MEETINGS

- (1) Hold an Operational Planning Meeting to discuss the organization and processing of the Services under this CONTRACT.
- (2) One meeting shall be held with local officials approximately two weeks before the first Public Informational Meeting. CONSULTANT shall coordinate with MUNICIPAL staff members prior to local officials meeting.
- (3) The CONSULTANT shall attend the real estate acquisition kick off meeting as scheduled by MUNICIPALITY.
- (4) Attend the pre-construction conference as scheduled by the MUNICIPALITY.

G. SURVEYS

- (1) Perform surveys referenced to Wisconsin Coordinate Reference System (WISCRS) NAD 83 (2011), Brown Zone and the Green Bay vertical datum, in US Survey Feet.
- (2) Set horizontal and vertical project control within the project area as described below:
 - a) The CONSULTANT shall set 6 vertical benchmarks in the project area and prepare a benchmark list describing the type and location of each benchmark set. If calibrating to the WISDOT CORS system, the CONSULTANT may set one benchmark at each end of the project via GPS (control point mode) and place values on the remaining benchmark by leveling.
 - b) The CONSULTANT shall set and determine horizontal coordinates on 6 Project Control points in the project area. All Project Control and Calibrations shall follow the guidelines of "Table 15.1 - Table of RTK Surveying

Guidelines" per FDM Chapter 9-30-15 – RTK Surveying Guidelines. The CONSULTANT is to prepare a tie sheet for each of the control points set.

- (3) Perform a full Topo/DTM survey including planimetric features. The CONSULTANT shall make such surveys as are necessary to accomplish the Services under this CONTRACT in accordance with the MANUAL. Such surveys shall be complete, detailed and as accurate as necessary to develop plans for the design of the PROJECT and to yield the data necessary for computation of the quantities of the items of work in the construction of the PROJECT. Tree groups and individual trees with a trunk diameter of 4 inches in diameter or greater will be included. Tree species shall not be collected. The limits/extends of the Topo/DTM survey are:

- a) Manitowoc Road from Hemlock Road to Main Street (Both Sides). Survey to include the area from the back of curb to 15 feet outside of the right-of-way. At intersections, survey to include the width of the right-of-way plus 15 feet outside of the right-of-way on each side for 50 feet North and South of the intersecting street right-of-way.

East and west along intersecting streets for 50 feet beyond the Manitowoc Road Right-of-Way for the width of the Right-of-Way plus 15 feet outside of the right-of-way on each side.

- b) Hemlock Drive from Manitowoc Road to Edgewood Drive (Both Sides). Survey to include the area from the back of curb to 15 feet outside of the right-of-way.

North and South along intersecting streets for 50 feet beyond the Hemlock Drive Right-of-Way for the width of the Right-of-Way plus 15 feet outside of the right-of-way on each side.

- c) Pecan Street from 50 feet West of Brosig Street to Manitowoc Road (North Side). Survey to include the area from the centerline to 15 feet outside right-of-way.

North along intersecting streets for 50 feet beyond the Pecan Street Right-of-Way for the width of the Right-of-Way plus 15 feet outside of the right-of-way on each side.

- d) Perform a utility survey within the Topo/DTM survey limits described in this scope. File a Diggers Hotline locate requests for all public underground utility facilities and promptly survey all marked facilities. Facilities include but are not limited to: Gas, Telephone, Communications, Cable TV, Fiber Optic, Electric, Water, Oil, Petroleum, Sanitary Sewer, Sanitary Force Mains, Steam, and Storm Sewer. Compare marked and surveyed facilities to utility system maps to identify discrepancies and work with utility owner to rectify. For any member facility owners that did not mark their utility facilities, submit one No-Show Relocate ticket specifying which member facility owners that were notified failed to mark their facilities on the specified job site. The CONSULTANT shall provide a copy of all the Diggers Hotline Tickets that were called in to locate the utilities. The CONSULTANT shall provide a copy of all the systems maps that were received from the utility companies. The CONSULTANT is to

complete a Utility Locator Assessment form. This form will assist in assessing the quality of the response received from the utility company and their locators. As necessary to accomplish the Services under this CONTRACT, sanitary and storm sewer depths will be measured from above by the CONSULTANT to determine the existing systems invert elevations within the utility survey limits. Pipe sizes and types will be recorded where possible by measurement and visual inspection from above. The CONSULTANT will not enter into any utility structures.

- e) Perform surveys that provide information necessary for the preparation of legal descriptions and exhibits detailing acquisitions that will be needed. Conduct a property corner and right-of-way monument search to locate existing property corners in the project corridor. Property corners will be used to help establish the existing right-of-way in the project corridor. Setting or resetting of property corner monuments lost during construction is excluded from the scope of services. Locate the section corners and/or Private Claim corners necessary for the establishment of the existing right-of-way and preparation of acquisition legal descriptions and exhibits. It is estimated that 7 section corners and/or Private Claim corners, or witness monuments thereto, need to be observed. Setting or resetting of section corners and/or private claim corners is excluded from the scope of services.

H. ROAD PLANS

- (1) The CONSULTANT shall prepare final sidewalk plans based on design concepts approved by the MUNICIPALITY.

Sidewalk plans are the compilation of documents and reproducible drawings depicting the location, character, dimensions, and relevant data necessary to the layout and construction of the prescribed work. Final plans shall consist, but not be limited to, of the following:

- 1. Overview Sheet
- 2. Typical Sections
- 3. Construction Details
- 4. Pedestrian Ramp Details
- 5. Erosion Control Plan
- 6. Removal Plan
- 7. Pavement Marking Plan
- 8. Traffic Control and Construction Staging Plan
- 9. Alignment Diagram
- 10. Plan Sheets
- 11. Cross Sections
- 12. Quantity Sheets
- 13. Traditional Right-of-Way Plat

NOTE: 60% and 90% complete plans to be completed in accordance with FDM requirements and incorporate MUNICIPALITY's standard details.

- (2) Cost estimates at 60% and 90% plan completion.
- (3) Consultant to prepare PS&E documents using Green Bay front end specifications and WisDOT specifications for construction items.

I. CONSTRUCTION BID LETTING

- (1) Consultant to follow the Non-Traditional Sponsor's Guide guidelines and requirements as it pertains to Construction Bid Letting.

J. ACQUISITION LEGAL DESCRIPTIONS AND EXHIBITS

- (1) Prepare legal descriptions and exhibits for use in acquiring Temporary Limited Easements and/or Fee takings. It is assumed that up to 90 parcels will require acquisition of Temporary Limited Easements and/or Fee takings as a result of the proposed project improvements.
- (2) The CONSULTANT shall obtain 90 title searches necessary to determine the existing right-of-way, approximate property lines, existing easements, and current ownership as listed in the title reports for the PROJECT.
- (3) The CONSULTANT shall obtain 90 title search updates to update previous title searches.
- (4) Legal Descriptions shall be provided for all individual parcels of land to be acquired as right-of-way or Temporary Limited Easement for the PROJECT. Right-of-way descriptions shall be by metes and bounds in accordance with the provisions as set forth in the MANUAL, or in the case of platted property by suitable reference to the platted data. For all unplatted property the right-of-way descriptions shall be referenced to and tied into the pertinent section corners and/or private claim corners. Temporary Limited Easements may be described as strips of a prescribed width and referenced to existing right-of-way and/or property lines.
- (5) The CONSULTANT shall prepare the descriptions using Microsoft Word software and provide an electronic copy to the MUNICIPALITY.
- (6) Acquisition exhibits shall show the following:
 - (a) Project number, Project title and limits, Exhibit number, Street name, North arrow, scale bar, parcel number, owners name, existing right of way, County or Municipality tax parcel number, Property lines of tax parcels being acquired from, Found IPs from any surveys of record.
 - (b) USPLSS ¼ - ¼ designation(s)/government lot numbers/private claim number, section, town, range, township (or local municipality), county and state.
 - (c) Lot, block and outlot information from Certified Survey Maps, Subdivision plats and any plats of record (if applicable).

- (d) Proposed area of acquisition, Type of interest required, acquisition boundary, purpose of acquisition, Property owner name disclaimer, Dimensions of acquisition area(s) to be acquired.
- (e) The proposed alignment for the project (same alignment that is used for the plan). Tangent bearings, PI coordinates and curve information shall not be included.
- (f) Utility lines that will be affected (if applicable), Utility (UTL) parcel number (if applicable), Utility owners name (legal name, d/b/a name or combination) (if applicable), Type of utility interest required (Temporary Release of Rights only – Temp ROR).
- (g) Graphic representation and reference purposes only disclaimer: "This exhibit is a graphic representation and is for reference purposes only. Refer to the conveyance document for parcel related details."
- (7) The CONSULTANT in two separate instances shall field locate and temporarily mark the new right-of-way and easement boundaries in a manner which will facilitate the appraisal of all affected parcels.
- (8) Monument new right-of-way boundaries in accordance with the procedures outlined in the MANUAL.
- (9) Changes to the proposed right-of-way and/or Temporary Limited Easements that occur following the initial relocation order (excluding hardship or protective purchase) are to be anticipated and are part of this contract up to one revision.

K. SERVICES PROVIDED BY THE MUNICIPALITY

The MUNICIPALITY will provide to the CONSULTANT the following for the PROJECT:

- (1) Concept definition report
- (2) List of utilities companies
- (3) Location of existing and proposed MUNICIPALITY utilities (storm and sanitary sewer, water main)
- (4) Soils report, as requested by CONSULTANT
- (5) Vertical Control
- (6) As-built plans
- (7) Existing right-of-way plats

PROSECUTION AND PROGRESS

- (1) The MUNICIPALITY shall report on the progress of the PROJECT as stipulated in the contract agreement. Standard benchmarks, consistent with DEPARTMENT'S internal staff benchmarks, will be reported monthly to the DEPARTMENT. The actual start, projected or actual finish date, and percent of work complete will be included for all relevant benchmarks on any project report required for delivery to DEPARTMENT staff. The report can be delivered in electronic format consistent with current DEPARTMENT standards (Microsoft Project), or on paper.

- (2) The CONSULTANT proposes to sublet these services to:

For historical surveys to:

Commonwealth Heritage Group
8669 N. Deerwood Drive
Milwaukee, WI 53209
Greg Rainka
grainka@chg-inc.com
(414) 446-4121

For Title Searches to:

Knight Barry Title Services, LLC
840 Willard Drive, Suite 102
Green Bay, WI 54304
kbrault@knightbarry.com
Office: 920-965-1102, x11357

- (3) The following items of work will be completed and submitted to the MUNICIPALITY by the indicated dates, if CONSULTANT has received the Notice to Proceed before May 1, 2024.

Report Title	Date
Operational Planning Meeting	May 2024
Public Involvement Meeting	July 2024
Environmental Document	July 2024
Pre-DSR Meeting (60% Review)	August 2024
Preliminary Road Plan	September 2024
Design Study Report	September 2024
Acquisition Legal Descriptions and Exhibits	September 2024
Pre-PSE Meeting (90% Review)	July 1, 2025
Request to Advertise	September 1, 2025
Project Let	November/2025
Pre-Construction Conference	March/2026



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

MEETING DATE

April 10, 2024

PREPARED BY

AGENDA ITEM # E.11

Consideration with possible action on request by Department of Public Works to approve the award for the purchase of rain barrels to Greenlane Environmental & Recycling Services Inc. in the amount of \$29,016.00.

BACKGROUND

This is a continuation of an ARPA funded project approved by Common Council on 2/1/2022. The approved ARPA funds were exhausted in 2023, and this proposed purchase will be funded through Stormwater Utility.

RECOMMENDATION

Award to Greenlane Environmental & Recycling Services Inc in the amount of \$29,016.

FISCAL IMPACT

\$29,016 Stormwater Utility.

ATTACHMENTS

- I. Rain Barrel Bid Summary_MS notes

CITY OF GREEN BAY BID SUMMARY
RFB# 2024-08 Rain Barrel with Diverter
ISSUED: 2/14/2024 DUE: 3/5/2024
CC: 33500

flat-sided barrel
↓

2024 Earthminded
50-Gallon Black
RainShed

previous
vendor from the past 2 years
↓

Aspen Eco 50-gallon

Divers Only

	VENDOR #1		VENDOR #2		VENDOR #3		VENDOR #4		VENDOR #5		VENDOR #6	
	Enviro World Corp		Greenlane Environmental & Recycling Services Inc.		EarthMark LLC		Tiles in Style, LLC		Atlas Defense International		Archie Supply, LLC	
DESCRIPTION	EA PRICE	TOTAL	EA PRICE	TOTAL	EA PRICE	TOTAL	EA PRICE	TOTAL	EA PRICE	TOTAL	EA PRICE	TOTAL
QTY 416-Rain Barrel with Diverter Kit	\$64.50	\$26,832.00	\$69.75	\$29,016.00	\$72.00	\$29,952.00	\$93.00	\$38,688.00	\$49.27	\$20,493.84		
Diverter Kit									\$107.15	\$44,572.61	\$39.99	\$16,637.67
Total Amount:	\$26,832.00		\$29,016.00		\$29,952.00		\$38,688.00		\$65,066.45		\$16,637.67	



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

MEETING DATE

April 10, 2024

PREPARED BY

AGENDA ITEM # E.12

Consideration with possible action on request by Department of Public Works to NOT award Contract WSG I-24 SALT STORAGE SHED CONCRETE REPAIRS due to need to reallocate funds to East Side Garage Salt Storage Shed design services.

BACKGROUND

No background information is necessary.

RECOMMENDATION

Recommendation is to not award

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

April 10, 2024

PREPARED BY

AGENDA ITEM # E.13

Consideration with possible action on request by Department of Public Works to reallocate capital funds bonded for repairs to the West Side Garage salt storage shed to emergency repairs/replacement of the East Side Garage salt storage facility.

BACKGROUND

Staff requested \$65,000 of bond funds to complete routine repairs and upgrades to the salt storage facility at the West Side Garage in 2024. However, on March 29, 2024, Engineering Staff were informed of a structural failure of the wall systems on the East Side Garage salt storage facility. Engineering staff mobilized to the site and inspected the facility. During this inspection, it was noted that several columns have severe longitudinal cracking, including one column that has completely failed. Also, along both the north and west walls of the facility, the wall sections are structurally disconnected from the roofing system. The building is in structural failure and needs to be repaired or replaced. Repairs on the West Side Garage salt storage facility should be deferred and the funding should be reallocated to obtain design services from an outside structural consultant to determine if the facility can be repaired, or alternatively, to design a new facility.

RECOMMENDATION

Staff recommends the reallocation of capital funds.

FISCAL IMPACT

ATTACHMENTS

- I. ESG Salt Shed 03-29-24









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

MEETING DATE

April 10, 2024

PREPARED BY

AGENDA ITEM # E.14

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

Consultant services for contaminated soils and groundwater determinations for contract 2024 CITY ROAD CONSTRUCTION PROJECTS, LEICHT MEMORIAL PARK, SEYMOUR PARK – WEST, AND FINGER ROAD SOFTBALL FIELD COMPLEX.

BACKGROUND

Due to the intended bidding schedules, anticipated construction timelines, and the schedule of Committee and Council Meetings, it is necessary for the Department of Public Works to begin work as soon as practical.

RECOMMENDATION

To approve the Department of Public Works to award the listed contract at staff level and report the award at the next Improvement and Services Committee Meeting following each contract award.

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

April 10, 2024

PREPARED BY

AGENDA ITEM # E.15

Consideration with possible action on request by Department of Public Works to approve and accept ownership of the stormwater management ponds for the Mahon Creek Estates and the Mahon Creek Estates 1st Addition Subdivisions.

BACKGROUND

Stormwater management was required for the development of Mahon Creek Estates and Mahon Creek Estates 1st Addition to comply with City and State requirements. Wet ponds were constructed on Outlets 1 and 3 in 2009 and 2011 to satisfy these requirements. The subdivision is fully developed and the parcels containing the stormwater management ponds are currently owned by Capital Credit Union. City ownership would allow the City to provide the long-term maintenance necessary to manage the stormwater ponds.

RECOMMENDATION

To approve the Department of Public Works to accept ownership of the stormwater management ponds for the Mahone Creek Estates and the Mahon Creek Estates 1st Addition Subdivisions.

FISCAL IMPACT

The City will be responsible for ongoing maintenance and management of the stormwater ponds. Annual maintenance costs will be funded by the Stormwater Utility.

ATTACHMENTS

1. Mahon Creek Estates Deed & Map for I&S
2. Mahon Creek Estates 1st Addition Deed & Map for I&S

DOCUMENT NO.

WARRANTY DEED

THIS INDENTURE, Made by Capital Credit Union, hereby conveys and warrants to The City of Green Bay, a Wisconsin Municipal Corporation, grantee, for the sum of Ten and no/100 dollars (\$10.00) the following tract of land in Brown County, Wisconsin:

Outlot 1, Brown County Certified Survey Map Number 7386, as recorded in Volume 50 of Certified Survey Maps, Page 209, as Document Number 2219471, (being all of Outlot 1 and part of Lot 2, plat of Mahon Creek Estates, recorded in Volume 22 of Plats, Page 201, as Document Number 2165583), City of Green Bay, Brown County Wisconsin.

EXCEPTING therefrom that part of said Outlot 1, Brown County Certified Survey Map Number 7386, described as follows:
Beginning at the Southeasterly corner of said Outlot 1, Brown County Certified Survey Map Number 7386; thence along the south line of said Outlot 1, 3.17 feet along a 530.00 foot radius curve to the left whose chord bears N61°-36'-01"W, 3.17 feet; thence N29°-52'-48"E, 138.85 feet; thence S28°-34'-16"W, 138.80 feet to the point of beginning.

RETURN TO:
City of Green Bay - DPW
100 N. Jefferson Street
Green Bay, WI 54301

Tax Parcel Number 21-7879
EXEMPT per 77.25(2g)

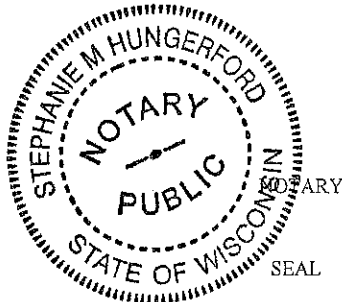
In Witness Whereof, the said grantor has hereunto set his hand and seal this 12 day of March, A.D., 2024.

SIGNED AND SEALED IN THE PRESENCE OF

x Jonathan Probst
Jonathan Probst – Chief Lending Officer
(print or type name and title above)

STATE OF WISCONSIN
BROWN County.

Personally came before me, this 12 day of March, A.D., 2024, above named Jonathan Probst – Chief Lending Officer to me known to be the person, who executed the foregoing instrument and acknowledged the same.

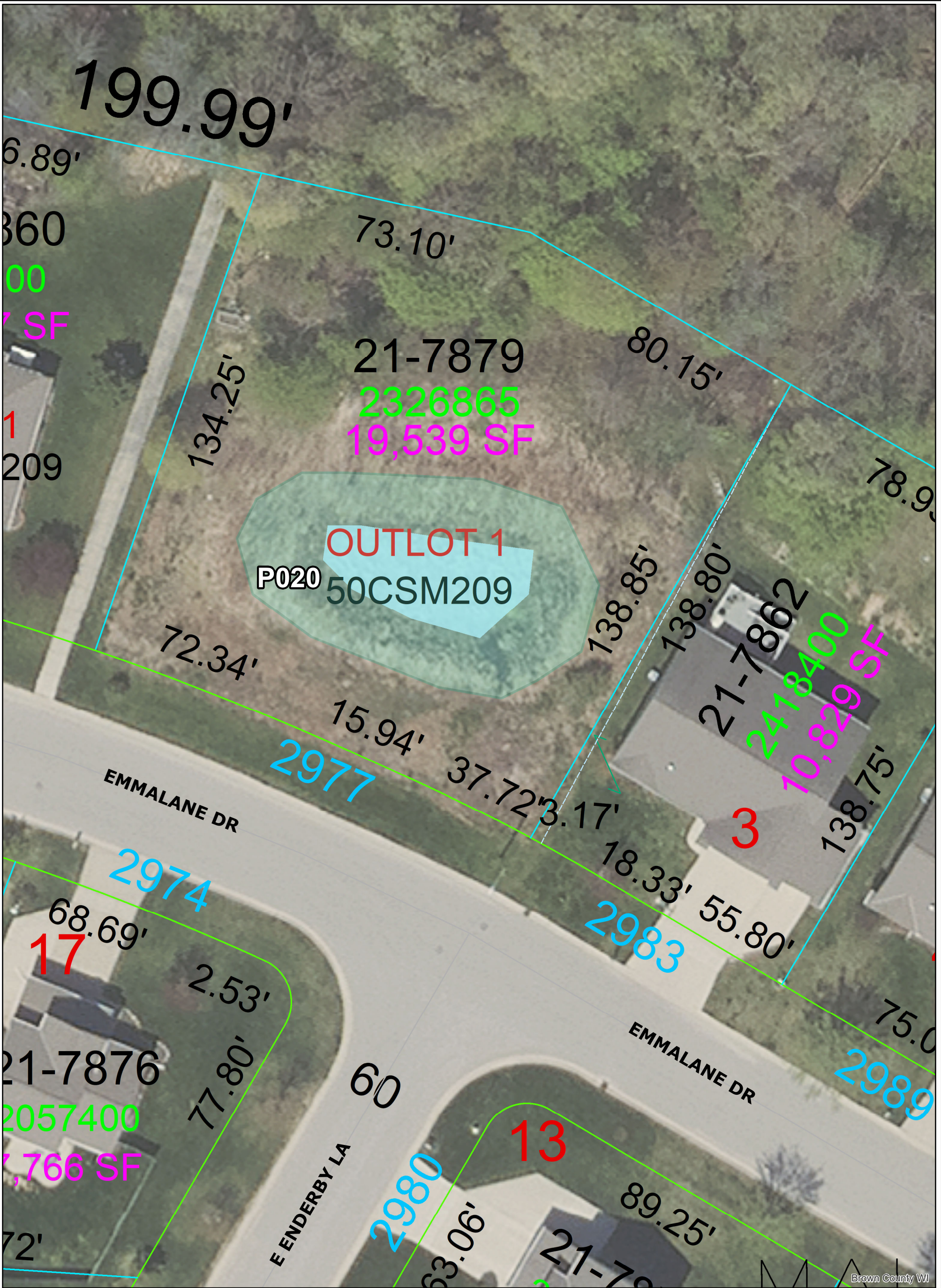


x Stephanie M Hungerford
Stephanie M Hungerford
(print or type name of notary above)

Notary Public, Brown County, Wis

My commission (expires) (is) 5-7-2027

THIS INSTRUMENT DRAFTED BY
Thomas H Giese – R/W Specialist



1" = 24'
1:287

Legend

Active Private Storm Water Ponds

This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied.

Map prepared by City of Green Bay Department of Public Works, A. Adams
Date Printed: 05 Mar 2024

X:\PubWorks\Maps\Maps for Abby\MS4 Annual Report Maps\2023\Maps - Updated\Stormwater Facility Locations\Storm Water Facility Locations - Ponds, Swales.mxd

**City of Green Bay
Private Storm Water Facility Locations
P020 Mahon Creek Estates Pond**

DOCUMENT NO.

WARRANTY DEED

THIS INDENTURE, Made by Capital Credit Union grantor, hereby conveys and warrants to The City of Green Bay, a Wisconsin Municipal Corporation, for the sum of Ten and no/100 dollars (\$10.00) the following tract of land in Brown County, Wisconsin:

All of Outlot 3, plat of Mahon Creek Estates 1ST Addition, recorded in Volume 23 of Plats, Page 47, as Document Number 2561795, City of Green Bay, Brown County Wisconsin.

RETURN TO:
City of Green Bay - DPW
100 N. Jefferson Street
Green Bay, WI 54301

Tax Parcel Number 21-8122
EXEMPT per 77.25(2g)

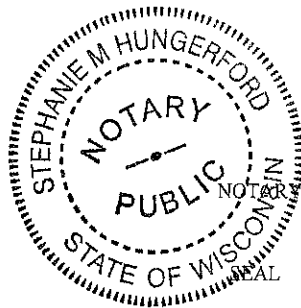
In Witness Whereof, the said grantor has hereunto set his hand and seal this 12 day of March, A.D., 2024.

SIGNED AND SEALED IN THE PRESENCE OF

x Jonathan Probst
Jonathan Probst – Chief Lending Officer
(print or type name and title above)

STATE OF WISCONSIN
BROWN County.

Personally came before me, this 12 day of March, A.D., 20 24,
above named Jonathan Probst – Chief Lending Officer to me known to be the person, who executed the foregoing instrument and acknowledged the same.



x Stephanie M Hungerford
Stephanie M Hungerford
(print or type name of notary above)
Notary Public, Brown County, Wis
My commission (expires) (is) 5-7-2027

THIS INSTRUMENT DRAFTED BY
Thomas H Giese – R/W Specialist



1" = 33'
1:400

Legend

Active Private Storm Water Ponds

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**City of Green Bay
Private Storm Water Facility Locations
P040 Mahon Creek 1st Addition Pond**



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

MEETING DATE

April 10, 2024

PREPARED BY

AGENDA ITEM # E.16

Report of actions taken by the Department of Public Works.

A. Granting of Licenses

I. Sidewalk Builder

- a. Duke's Concrete Construction
- b. DeGroot Concrete LLC
- c. The Boldt Company
- d. Christensen Concrete & Excavating
- e. KPC Concrete Contractor LLC
- f. Loch Construction Co., Inc.
- g. Melnarik Concrete, Inc.
- h. Titledown Construction LLC
- i. Three Corners Concrete LLC
- j. Evraets Concrete Construction, LLC
- k. E&I Concrete Construction
- l. Helmle Construction & Concrete, LLC
- m. Deleers Construction, Inc.
- n. Bad Bass Concrete LLC
- o. Anderson Basement Repair, inc.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

April 10, 2024

PREPARED BY

AGENDA ITEM # F.I

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

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

April 10, 2024

PREPARED BY

AGENDA ITEM # F.2

Recognition of Improvement & Services Committee Alderpersons.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

April 10, 2024

PREPARED BY

AGENDA ITEM # F.3

Discussion regarding projects and initiatives for the Department of Public Works.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None