



AGENDA OF THE IMPROVEMENT AND SERVICES COMMITTEE

WEDNESDAY, JANUARY 29, 2025, 5:00 PM

SECOND AMENDED

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

A. Zoom Meeting Information.

I. Join Zoom Meeting Online:

<https://us02web.zoom.us/j/82206544400?pwd=NDdlbm5zNUhBWVU5ckIzMjZ2QT09>

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 downtown YMCA to allow one employee to park their vehicle in the loading zone on Jefferson Street between 3 AM and 5 AM, to open YMCA facility each day with the exception of snow emergencies.
2. Consideration with possible action on request by Department of Public Works to amend the City of Green Bay Traffic Calming Policy.

3. Consideration with possible action on request by Department of Public Works to amend the Sanitary Sewer Credit for Clear Water billing policy.
4. Consideration with possible action on request by New Land Enterprises to obtain a Revocable Occupancy Permit allowing the temporary installation of a camera on the Cherry Street Ramp stair tower rooftop.
5. Consideration with possible action on request by Shipyard District to install streetlight pole banners on City and WPS owned streetlight poles in the Shipyard District, subject to the execution of a Hold Harmless Agreement and submittal of appropriate insurance, and to authorize the Mayor and Clerk to execute the Agreement.
6. Consideration with possible action on request by Department of Public Works to enter into a Sponsorship Agreement with the Midwest Renewable Energy Association for the purpose of promoting the Grow Solar Green Bay-Fox Valley Group Buy Program.
7. Consideration with possible action on request by Department of Public Works to enter into a Professional Services Agreement with Ayres and Associates for design, bidding assistance, and construction inspection services for the East Mason Street project. The cost for design is \$72,437, bidding assistance is \$3,247, and construction inspection is \$84,178, totaling \$159,862.
8. Consideration with possible action on request by Department of Public Works to enter into a Sponsorship Agreement with Rooted In, Inc. to promote the Energize Green Bay campaign.
9. Consideration with possible action on request by Department of Public Works to enter into a Professional Services Agreement with Oneida Nation of Wisconsin. Oneida Nation of Wisconsin will be working with the City of Green Bay's Energize Green Bay campaign on public outreach envisioned by the Clean Energy Green Bay plan.
10. Consideration with possible action on request by Department of Public Works to enter into a Professional Services Agreement with Aaron Renier. Aaron Renier will be working with the City of Green Bay's Energize Green Bay campaign on visual artwork and illustration related to public outreach envisioned by the Clean Energy Green Bay plan.
11. Consideration with possible action on request by Department of Public Works to enter into a Professional Services Agreement with the Einstein Project. The Einstein Project will be working with the City of Green Bay's Energize Green Bay campaign on projects related to the public outreach envisioned by the Clean Energy Green Bay plan.
12. Consideration with possible action on request by Department of Public Works to enter into a Professional Services Agreement with We All Rise African American Resource Center. We All Rise will be working with the City of Green Bay's Energize Green Bay campaign on public outreach envisioned by the Clean Energy Green Bay plan.
13. Consideration with possible action on request by Department of Public Works to enter into a Professional Services Agreement with NeighborWorks Green Bay for Project: Energize Green Bay; an electrification campaign of the City of Green Bay.
14. Consideration with possible action to approve the Department of Public Works to enter into an agreement with Wisconsin Department of Natural Resources (WDNR) for the

implementation of the Fox River Area of Concern (AOC) Tank Farm Marsh project and to enter into a professional services agreement with GEI Consultants, Inc. to perform the construction oversight in the amount of \$225,000.

15. Consideration with possible action on request by Department of Public Works Parking Division to purchase a single axle one-ton cab and chassis off the light duty state contract from Ewald's Automotive in the amount of \$51,832, which includes warranty and delivery.
16. Report the award of the Professional Services Contract for 2025 Bridge Inspection Services to Ayres Associates in the amount of \$36,594.
17. Consideration with possible action on request by Department of Public Works to award Contract SEWERS 4-24 BAIRD CREEK STORMWATER RESTORATION PROJECTS to the low responsive, responsible bidder.
18. Report of actions taken by the Department of Public Works.

A. Granting of Licenses

1. Sidewalk Builder

- a. Loera Concrete, LLC
- b. Bryan McEwen Concrete, LLC
- c. Dorner Equipment Sales & Service, LLC
- d. Bayside Concrete Construction
- e. Bayland Buildings, Inc.
- f. Kurowski Construction
- g. Carter Trucking & Excavating, Inc.
- h. IEI General Contractors, Inc.
- i. J&S Concrete Services, LLC

2. Tree & Brush Trimmer

- a. Consciously Fresh Tree Service, LLC
- b. A-I Tree Service, Inc.

3. Underground Sprinkler System

- a. ADC Maintenance, LLC

19. Consideration with possible action on request by Department of Public Works to amend the award of professional services contracts for Native Vegetation Management at Stormwater Facilities to McMahon Associates, Inc.

F. Informational.

1. Director's Report on recent activities of the Public Works Department.
2. The next Improvement & Services Committee meeting is scheduled for February 26, 2025.

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

January 29, 2025

PREPARED BY

AGENDA ITEM # E.I

Consideration with possible action on request by downtown YMCA to allow one employee to park their vehicle in the loading zone on Jefferson Street between 3 AM and 5 AM, to open YMCA facility each day with the exception of snow emergencies.

BACKGROUND

This request was approved for 2024. YMCA is asking for continuation into 2025.

RECOMMENDATION

Staff recommends approval.

FISCAL IMPACT

None

ATTACHMENTS

None



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

MEETING DATE

January 29, 2025

PREPARED BY

AGENDA ITEM # E.2

Consideration with possible action on request by Department of Public Works to amend the City of Green Bay Traffic Calming Policy.

BACKGROUND

The City of Green Bay established their Neighborhood Traffic Calming Policy in 2007. This policy provides a mechanism for residents or alders to request traffic calming measures to be evaluated and potentially deployed on residential street. Recently, requests have been coming in asking for traffic calming measures to be considered on collector streets as well.

The Traffic, Bicycle, & Pedestrian Commission has been working with staff through 2024 to make revisions to the traffic calming policy. These updates provide for allowances for traffic calming on collector streets in addition to residential (local) street, provide updates to make more potential projects be considered for traffic calming, and make traffic calming measures easier to deploy around the community. The Commission recommended adopting the updated policy at their January 18, 2025 meeting.

RECOMMENDATION

To approve the updated Traffic Calming Policy.

FISCAL IMPACT

None

ATTACHMENTS

1. COGB Traffic Calming Policy January 2025 Redline Removed
2. COGB Traffic Calming Policy January 2025 Redline

City of Green Bay **Traffic Calming**



ADOPTED: Tuesday, October 22, 2007 by the City of Green Bay Common Council

REVISED: Tuesday, March 18, 2008 by the City of Green Bay Common Council

REVISED: Friday, November 15, 2013 by the City Traffic Engineer (updated web hyperlinks due to city website changes, and Table of Contents Appendix 2 reference correction)

REVISED: Thursday, June 20, 2019 by the City Traffic Engineer (updated web hyperlinks due to city website changes)

REVISED: March 4, 2025 by the City of Green Bay Common Council

Department of Public Works | Traffic Division
100 N. Jefferson Street, Room 300
Green Bay, WI 54301
(920) 448-3100

Table of Contents

What is Traffic Calming?	4
What are Traffic Calming Measures?	4
The Traffic Calming Process	5
Step 1 — Report the Problem	5
Step 2 — Neighborhood Consensus	5
Step 3 — Data Collection	5
Step 4 — Stage 1 Traffic Calming	6
Step 5 — Follow-up Data Collection	7
Step 6 — Stage 2 Traffic Calming Study	7
Step 7 — City Council Approval	11
Prioritization	11
Pros and Cons of Stage 2 Traffic Calming	12
Traffic Calming Request Form	16
Neighborhood Petition Form	17
Appendix 1 — Traffic Calming Flow Chart	19
Appendix 2 — Point Assignment for Ranking Requests	20

What is Traffic Calming?

City of Green Bay residents have expressed concern about speeding and cut-through traffic in residential neighborhoods. In response to public interest the City originally developed a Neighborhood Traffic Calming Policy in 2007.

The Institute of Transportation Engineers defines “traffic calming” as “the combination of mainly physical measures that reduce the negative effects of motor vehicle use, alter driver behavior, and improve conditions for non-motorized street users.”

The City of Green Bay also expands this definition to include non-physical measures such as educational programs and enhanced enforcement

What are Traffic Calming Measures?

Traffic calming measures are an attempt to enhance traffic and pedestrian safety and preserve neighborhood character and livability. There are a number of traffic calming devices that are available to achieve this effect. The specific measures are described in more detail below, but can generally be used to address problems with speeding, cut-through traffic, increased volume, and safety. When a traffic calming measure is implemented successfully, it is effective and self enforcing.

Beyond residential neighborhoods, there is a desire to expand traffic calming to some collector roadways. Traffic calming measures are generally incompatible with arterial streets. A primary function of arterial streets is to efficiently and expeditiously move traffic through a corridor.

As considered under this policy, traffic calming measures are largely reactive to observed or perceived concerns; in most cases, from neighborhood residents or businesses. In addition to reactive solutions, City staff will work with developers to consider traffic calming measures to be designed into new subdivisions or on reconstruction projects for existing streets, as appropriate, to address potential conflicts before they arise. Additionally, staff will use input received regarding the need for traffic calming into consideration when designing reconstruction projects for collector and local streets.

Incorporation of traffic calming strategies or measures at the time of original street design, being proactive and not reactive, shall not need to follow Steps 1 through 6 of this Policy, but instead can be proposed as part of the initial design. Should the Department of Public Works not approve measures proposed as part of the initial design of a street, this decision may be appealed to the Improvement & Services Committee.

The Traffic Calming Process?

This section describes the process, regulations, and requirements of the Green Bay Traffic Calming Policy. For a brief overview of the process, see the Traffic Calming flow chart (Appendix 1).

STEP 1 — Report the Problem

If you feel as though you have a speeding or traffic problem on your residential street, the first step is to report the problem to City of Green Bay Traffic staff at (920) 448-3100 or dpwmail@greenbaywi.gov. City staff will note your complaint and provide a Traffic Calming Request Form. This form will also be available at <https://greenbaywi.gov/DocumentCenter/View/1579/Traffic-Calming-Request-Form-PDF>. When the form is submitted City staff will evaluate the complaint to determine the nature of the problem, and make sure that the location meets the first traffic calming criteria:

The street must be classified as “Residential.”

The City will not implement traffic calming measures, or conduct traffic calming studies on “arterial” streets, and Green Bay Metro bus routes. For the City’s Roadway Classification Map, please refer to the map available at <https://greenbaywi.gov/DocumentCenter/View/4236/Roadway-Functional-Classification-Map>. Staff can work with you to identify other actions if your street does not meet this basic criterion.

STEP 2 — Neighborhood Consensus

After the initial report, City staff will request a petition from a representative number of residents in the neighborhood (at least 20%, or 10 residents, whichever is less) to verify that there is a widespread concern for the speeding or traffic issue. After the petition is received, City staff will review it. The petition form is available at <https://greenbaywi.gov/DocumentCenter/View/4239/Traffic-Calming-Petition-Form-PDF>.

STEP 3 — Data Collection

When it is determined that a representative number of residents perceive the problem, City staff will collect traffic volume and speed data for the street and observe traffic patterns. Data will be collected through the use of traffic road tubes at a location determined by the Traffic Engineer.

Speeding Problem Thresholds:

- If 15% of the vehicles driving on the roadway are traveling at speeds more than 5 miles per hour (mph) above the posted speed limit, or
- If 5% of the vehicles driving on the roadway are traveling at speeds more than 10 mph above the posted speed limit, then the street would be eligible for Traffic Calming. This last condition applies to situations where the residents' concern is for the few drivers considerably exceeding the speed limit.

Cut-through Problem Threshold:

- In some cases, the reported problem is related to the volume of traffic on the residential street instead of the speed. If the street carries more than 1000 vehicles per day, then the street would be eligible for Traffic Calming.

Other Issues:

- Some traffic problems do not fit neatly into the speeding or cut-through “boxes”. City staff will evaluate on a case-by-case basis if a unique issue warrants traffic calming.

STEP 4 — Stage 1 Traffic Calming

If the trouble location exceeds the thresholds identified above, City staff will first suggest possible solutions that do not involve the use of physical controls or impediments on the roadway system. These are primarily education and enforcement based measures called Stage 1 traffic calming. These include:

- **Radar Speed Trailer Deployment** — This is a temporary device that is primarily used to educate motorists regarding the fact that they may be significantly exceeding the posted speed limit. Speed data can and may be collected.
- **Traffic Enforcement Actions** — This is traditional enforcement activity on the part of Green Bay Police Department's traffic enforcement officers. The intent is to modify behavior to result in a safer situation for all drivers and neighbors.
- **Traffic Signing and Pavement Markings** — Traffic Engineering staff will review all of the traffic signing and pavement markings in the area. If necessary, staff will install additional signing or striping. When appropriate, changes and additions will be reviewed with interested neighbors.

- **Driver Feedback Signs** – Traffic Engineering staff will review speed data to determine if placement of a driver feedback sign would assist in achieving voluntary speed limit compliance.

STEP 5 — Follow-up Data Collection

If one or more of the Stage 1 Traffic Calming measures is implemented City staff will wait approximately three to six months and conduct another speed and/or volume data collection. The data will then be analyzed to determine if the Traffic Calming measure was successful. If the measure was successful, and the thresholds identified in Step 3 are not exceeded then the traffic calming process will end at this point.

The City shall follow Step 3, Data Collection, as described on Page 5, and make every effort to collect the follow up data to as close as possible to the location of the original data collected in Step 3.

If the location continues to exceed the thresholds for speed and/or volume on a residential street, City staff will move on to analyze possible Stage 2 Traffic Calming methods.

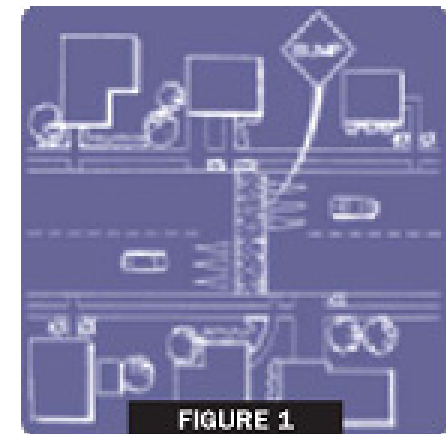
STEP 6 — Stage 2 Traffic Calming Study

City staff will conduct a formal Traffic Calming Study to suggest possible solutions to the problem. The solutions could involve physical modifications of the street intended to control traffic speeds and/or volumes. These are called Stage 2 traffic calming methods. Neighborhood involvement will be a large part of the Traffic Calming Study process.

Possible Stage 2 methods include:

- **Speed Humps**
Speed humps are approximately 12 feet in width and vary from 2.5 to 4 inches in height. This raised pavement serves to physically force motorists to reduce their speed. In order to be effective, speed humps should be placed no further than 300 feet apart.

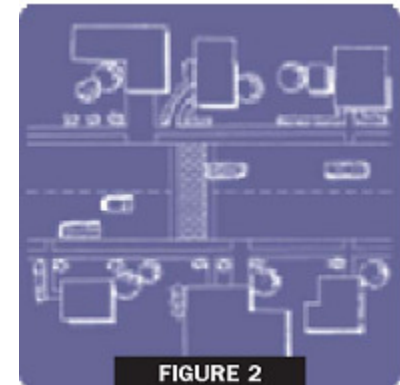
See Figure 1.



- **Speed Tables**

These are speed humps with a long flat section that are generally used at crosswalk locations. Both speed humps and speed tables require signing and roadway markings to make their presence known to motorists and other roadway users.

See Figure 2.



- **Traffic Circles**

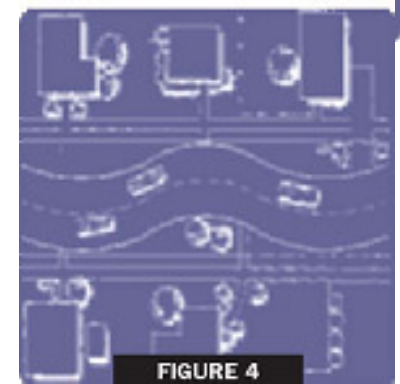
This device is a raised circular island in the middle of a residential neighborhood intersection. Direct straight through movements are obstructed by the raised island causing traffic to move to the right and around the circle.

See Figure 3.



- **Curb Extensions, Chokers, Chicanes**

These are various methods of narrowing the roadway by extending raised curbs into the street. These can be done at street entries and exits as well as mid-block locations. The narrower street



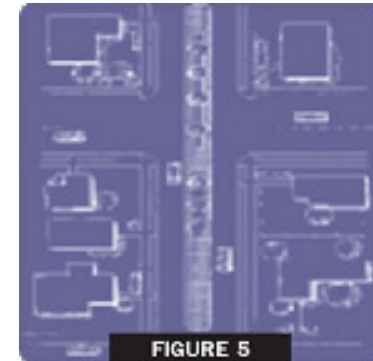
generally results in reduced traffic speeds and provides pedestrians with shorter crossing distances.

See Figure 4.

- **Median Entry/Exit Islands**

These are traffic islands used to create narrower roadway passages at entry and exit points. Median Barriers These can be a barrier or raised island along the center of a roadway to prohibit left turns or crossing traffic.

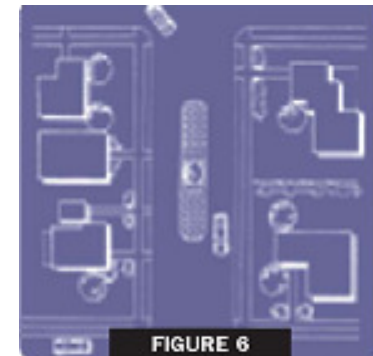
See Figure 5.



- **Mid-Block Raised Medians**

This is a median placed in the center of a roadway to create a narrower travel way and also reduce pedestrian crossing distances.

See Figure 6.



- **Forced Turn Islands, Barriers, Channelization**

These are traffic islands or curbs specifically designed to prevent traffic from making specific movements at an intersection.

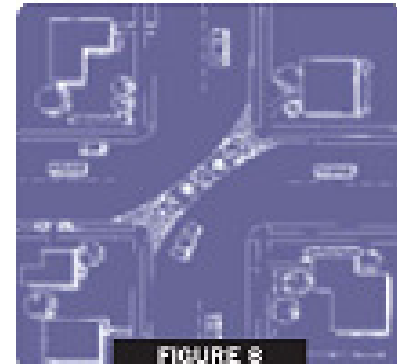


See Figure 7.

- **Diagonal Diverters**

These are barriers placed diagonally across an intersection to force drivers to make a particular turn but not allow other movements.

See Figure 8



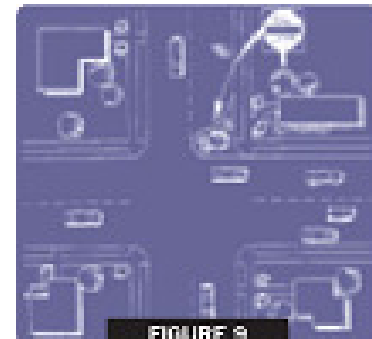
- **One-Way Streets**

This is when traffic on a street is regulated to only allow traffic to flow in one direction. Usually this is accomplished through sign placement.

- **One-Way Chokers, Half-Closures or Semi-Diverters**

These are barriers to traffic in one direction that permit traffic in the opposite direction to proceed.

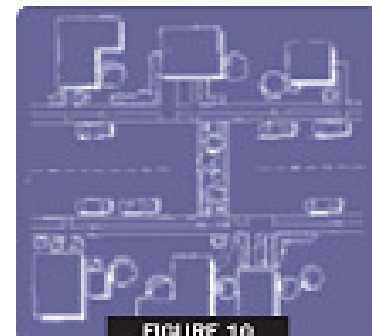
See Figure 9.



- **Street Closures and Cul-de-sacs**

This is the complete barricade or termination of a street.

See Figure 10.



The following general criteria must be met to consider the installation of any Stage 2 traffic calming measure:

1. Devices shall be installed only where a minimum safe stopping distance can be provided.
2. The Green Bay Fire Department must approve the plan to assure that emergency response times or access are not negatively affected.

STEP 7 — City Council Approval

Once City staff and the neighborhood have reviewed an appropriate Traffic Calming solution, the proposal will be brought through the Improvement and Services Committee to the City Council for final approval and funding allocation.

Prioritization

Staff will complete Traffic Calming Studies on an “as received” basis. The number of projects initiated each year will depend on City resources. However, the City may consider other compelling issues to determine project scheduling.

The City will notify the project requestors of the status of their request after this step via the City’s website by posting the summary report.

Once ranked, a project is considered in the annual priority ranking step for up to three years.

The project requestor will be notified when the three-year limit expires. At that time, a new request may be made to re-enter the project in the program.

The Pros and Cons of Stage 2 Traffic Calming

Before the City decides to consider pursuing Stage 2 traffic calming actions, it is important that the benefits and disadvantages be carefully considered. While Stage 2 actions can be successful, they can also result in problems more significant than the original concern. This section will describe the pros and cons of the Stage 2 traffic calming tools described previously. In most cases, the benefits are predictable, while the disadvantages can be much more unexpected. Consequently, a greater emphasis has been placed on the potential problems so that decisions can be made in a fully informed manner.

Pros

- Traffic Calming Measures Often Achieve the Desired Result

Physical actions such as the installation of speed humps, traffic circles, street closures, etc. are almost always successful in forcing traffic to behave in an intended fashion. In certain situations, they can achieve the desired result by utilizing a one time capital expenditure and generally low ongoing maintenance costs.

- Permanence

Stage 2 traffic calming actions are generally viewed as much more permanent solutions than Stage 1 actions. In most instances the alternative approach to the desired result involves repetitive and costly ongoing Stage 1 traffic calming actions. There are significant potential benefits to utilizing Stage 2 traffic calming actions which is why some communities have implemented Stage 2 actions and many other communities are exploring their possible use.

- Accident and Crash Reduction

One of the most important impacts of traffic calming is the potential reduction in the severity and number of crashes on traffic-calmed streets. Safety is enhanced through increased driver awareness of other street users and reductions in volumes, speeds and conflicts. In the United States, reduction of crashes due to traffic calming measures has been reported to be an overall average of 50 percent. Traffic circles appear to offer the greatest reduction in collisions. Speed reduction is especially important for pedestrian safety, as the severity of injury to a pedestrian when hit by an automobile is dramatically reduced by lowering vehicle speeds from 35 mph (usually fatal) to fewer than 20 mph (usually just minor injuries).

Cons

- Delays in Emergency Response Vehicles

This is especially true for fire apparatus and ambulance. Because of the heavy weight of fire engines, and delicate instruments and patients within ambulances, these vehicles must almost come to a complete stop when they encounter a bump, dip or sharp curve. Creating bumps, dips, and sharp curves is often precisely the result of many of the traffic calming tools. While these maneuvers will cause moderate discomfort and delay for normal passenger vehicles, they cause a much greater problem for emergency vehicles.

The time required responding to medical emergencies or building fires by emergency personnel and apparatus has a significant influence on the outcome of the event. In cardiac arrest cases, literally seconds count in the patient's chance of survival. From the moment of collapse, the likelihood for recovery diminished by 10% for each minute which passes. Likewise, in their early stages, fires grow at a geometric rate. Minutes could mean the difference between a small fire easily contained and a fire causing major property loss and possible injury or death. For these reasons, the City's Fire Services Division is concerned with any physical action which would force delay upon responding emergency vehicles.

- Diverting the "Problem" Traffic to Another Neighborhood Street

Another concern has been the realization that in many instances implementing traffic calming tools would be likely to move the problem rather than solve the problem. In virtually all instances, the traffic being controlled by physical traffic calming tools will not disappear or make major changes in its travel patterns. In most instances the placing of impediments on a particular neighborhood street will merely divert some or all of that traffic to other neighborhood streets.

- Everyone is Inconvenienced

Enforcement and education efforts aimed at controlling speeds or influence driver behavior impact primarily the irresponsible drivers - usually a relatively small percentage of the driving population. On the other hand, physical traffic calming measures create delay and inconvenience for all drivers using the particular street.

- Benefits Sometimes Very Localized

While speed humps are generally very effective in reducing speed in the immediate vicinity of the humps, they often result in higher speeds between the humps as drivers try to "make up" for the delay at the humps. Consequently, while using the speed humps to lower the average speed, it is likely that the top speeds on the street will increase. This result has been clearly documented in many studies regarding the use of speed humps or non-warranted stop signs for speed control.

Other Stage 2 traffic calming actions can also result in benefits near the installation but disadvantages elsewhere within a neighborhood. In the case of neighborhood intersection traffic circles, the results are often similar to speed humps with drivers traveling at higher velocity between the circles to “make up” the lost time. Actions such as diverters, barriers, and medians can often improve the situation where the traffic movement has been prohibited but can significantly worsen the problems to the streets where the traffic has been diverted.

- Actions can be Significant for Certain Types of Vehicles

Speed humps can significantly increase the cost of maintaining heavy vehicles. While not readily quantifiable, this is an important consideration related to the maintenance cost for fire engines, refuse trucks, etc. This is an especially serious concern for vehicles that will confront the traffic calming actions on a continual or repeated basis.

- Impacts on Parking and Other Road Users

Bicyclists, pedestrians and any other road user can encounter problems with physical traffic calming measures. All measures are designed to be acceptably safe for all users, assuming that these users are attentive as they proceed down the street. Speed humps and traffic circles, for example, are two of the most popular traffic calming measures. Bicyclists can traverse speed humps at typical cycling speeds without slowing down. However, if the bicyclist is careless (e.g., riding with no hands, not watching the road, no lights at night, etc.), the bicyclist might unexpectedly encounter a hump and be caught off balance. Where lanes are narrowed, bicyclists and drivers usually must share the lane, possibly becoming a problem if traffic volumes are moderate to high. Traffic circles force drivers to the right at intersections, toward (but not into) the crosswalks, and pedestrians sometimes feel that their safety is being compromised. Residents who are used to parking in front of their homes on the street may also be impacted, as some measures require the prohibition of on-street parking. These disadvantages for various user groups need to be considered along with the recognized benefits of overall traffic speed and volume reduction that result from a traffic calming project.

- Visual Impacts, Noise Impacts and Aesthetic Concerns

While some traffic calming devices can have favorable aesthetic impacts, others can be, by their nature, unsightly. Actions such as speed humps and diverters most often pose no opportunity for the incorporation of aesthetics and can certainly have negative visual impacts. Additionally, virtually all Stage 2 traffic calming devices require reflective devices, signs and striping which negatively affect the aesthetics of a neighborhood.

Since these devices are intended to pose obstacles to cars, they must be very well signed, marked and lit in order to minimize potential safety problems and potential liability exposure. While the signing, marking and lighting are clearly justified for those reasons, they certainly negatively impact neighborhood aesthetics.

Noise in the area of traffic calming devices, such as speed humps, can increase due to the deceleration and acceleration of vehicles. There is also usually noise created by the vehicle traversing a speed hump.

The City considers the balance of the Traffic Calming pros and cons and recognizes that there are situations where the benefits of traffic calming outweigh the disadvantages. With each individual Neighborhood Traffic Calming Study that is conducted, City staff and residents must carefully weigh these advantages and disadvantages of each traffic calming action.

Traffic Calming Request Form

This form is to enable neighborhoods to request the possible initiation of a traffic calming study in accordance with the Traffic Calming Policy. Please fill out the form (only 1 per request) and submit it to:

The City of Green Bay
The Department of Public Works | Traffic Division
100 N Jefferson Street, Room 300
Green Bay, WI 54301
Attn: Traffic Engineer

1. Contact Information

Name: _____
Address: _____
Phone Number: _____ E-mail: _____

2. Please describe the location of the traffic concern. Attach a map or picture if necessary:

3. Please list possible solutions to the problem that you would like the City of Green Bay to consider:

Neighborhood Petition Form

Petition for Neighborhood Traffic Calming Measures

THE UNDERSIGNED AGREE TO THE FOLLOWING:

1. All persons signing this petition do hereby certify that they reside within the impacted area, which is hereby defined as the street segment of:

2. All persons signing this petition do hereby agree of the following problem in the defined impacted area:

3. All persons signing this petition do hereby agree that the following contact person(s) represent the neighborhood as facilitator(s) between the neighborhood residents and the City of Green Bay staff in matters pertaining to items 1 and 2 above:

Name	Address	Phone #
------	---------	---------

Name	Address	Phone #
------	---------	---------

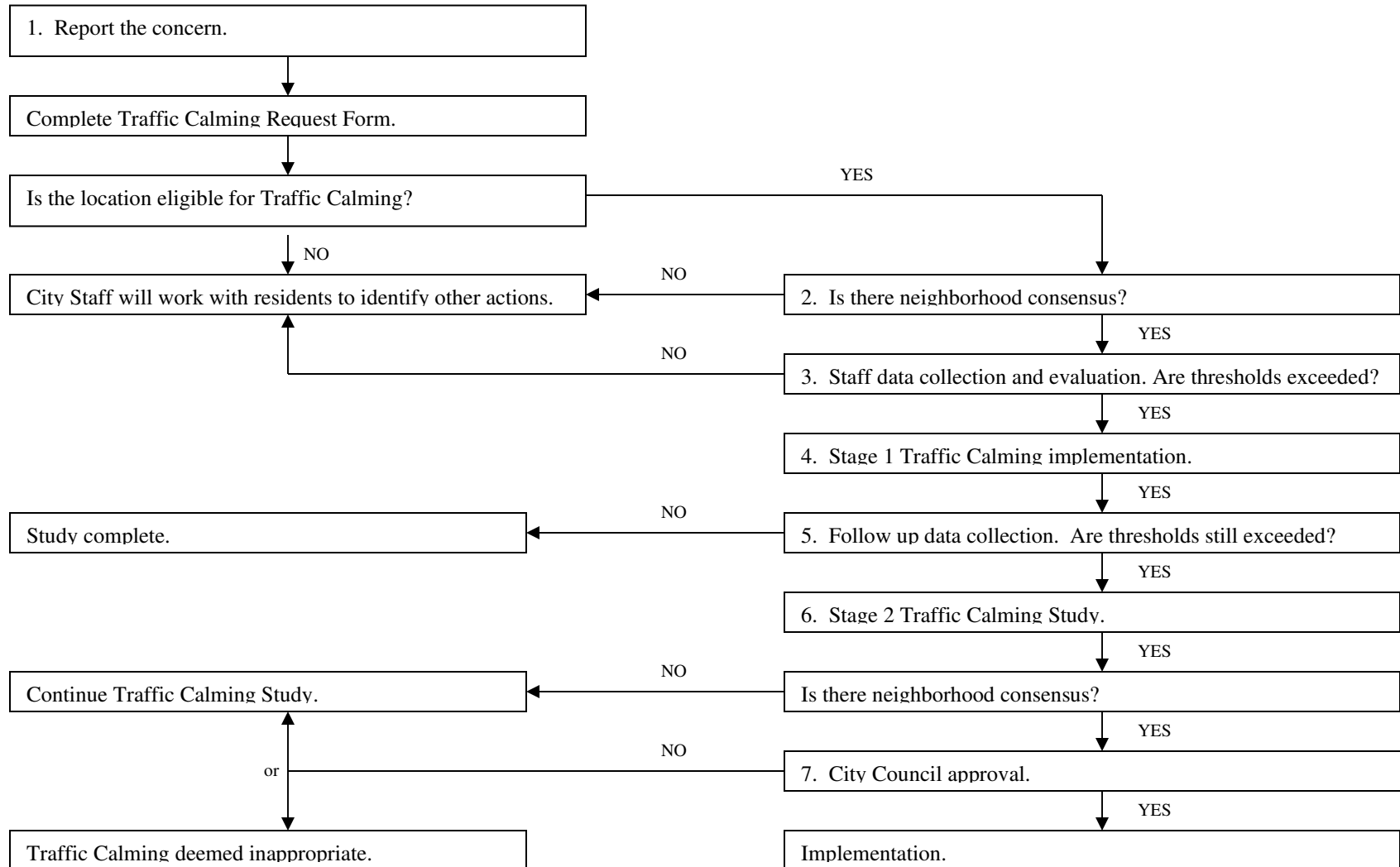
Name	Address	Phone #
------	---------	---------

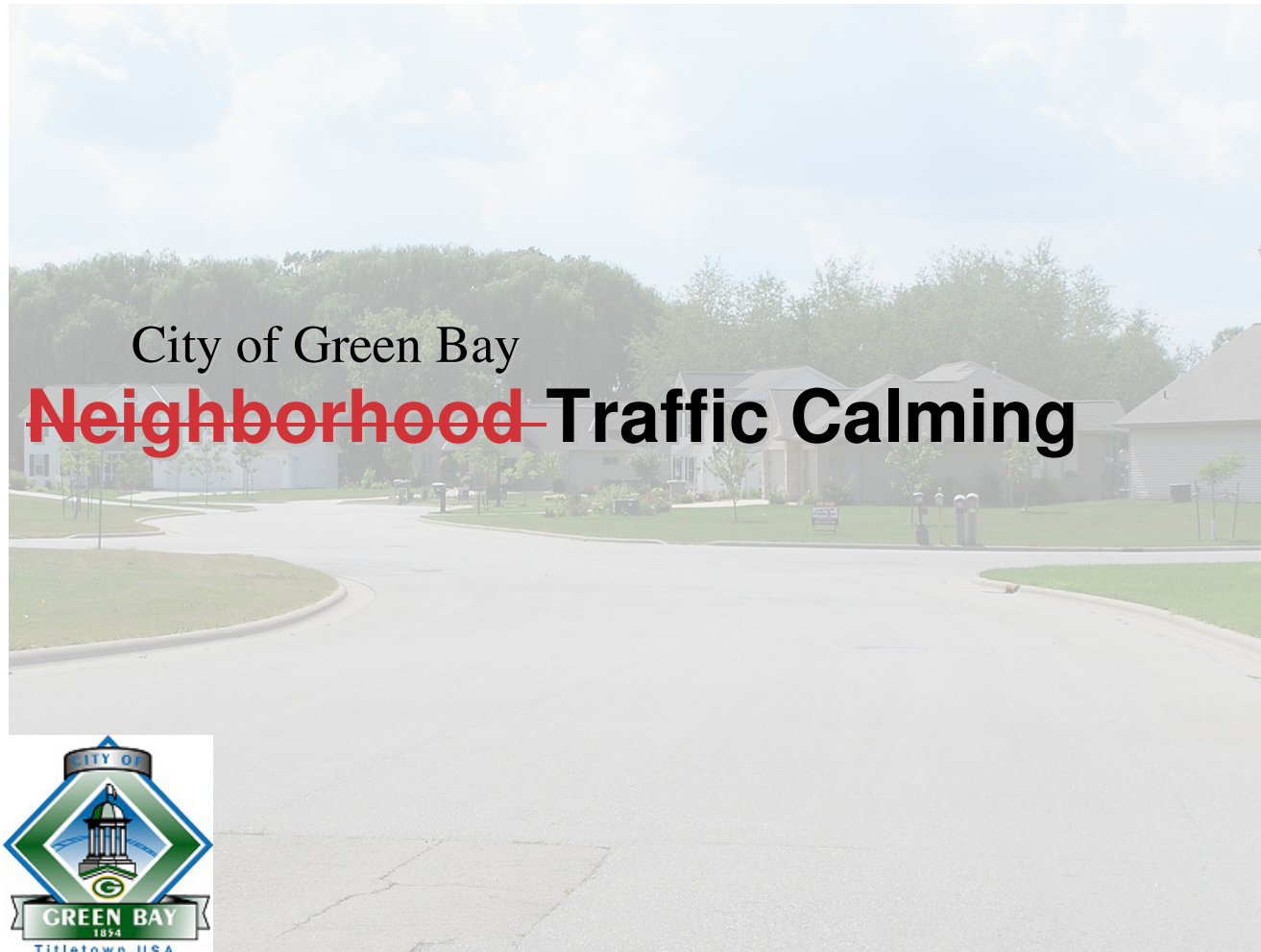
Use next page or backside for additional signatures...

Only One Signature Per Address

1.	Name (print)	Address	Phone	Signature
2.	Name (print)	Address	Phone	Signature
3.	Name (print)	Address	Phone	Signature
4.	Name (print)	Address	Phone	Signature
5.	Name (print)	Address	Phone	Signature
6.	Name (print)	Address	Phone	Signature
7.	Name (print)	Address	Phone	Signature
8.	Name (print)	Address	Phone	Signature
9.	Name (print)	Address	Phone	Signature
10.	Name (print)	Address	Phone	Signature
11.	Name (print)	Address	Phone	Signature
12.	Name (print)	Address	Phone	Signature
13.	Name (print)	Address	Phone	Signature
14.	Name (print)	Address	Phone	Signature
15.	Name (print)	Address	Phone	Signature
16.	Name (print)	Address	Phone	Signature

Appendix 1 – Traffic Calming Flow Chart





ADOPTED: Tuesday, October 22, 2007 by the City of Green Bay Common Council

REVISED: Tuesday, March 18, 2008 by the City of Green Bay Common Council

REVISED: Friday, November 15, 2013 by the City Traffic Engineer (updated web hyperlinks due to city website changes, and Table of Contents Appendix 2 reference correction)

REVISED: Thursday, June 20, 2019 by the City Traffic Engineer (updated web hyperlinks due to city website changes)

REVISED: August 27, 2024 by the City of Green Bay Common Council

Department of Public Works | Traffic Division
100 N. Jefferson Street, Room 300
Green Bay, WI 54301
(920) 448-3100

Table of Contents

What is Traffic Calming?	4
What are Traffic Calming Measures?	4
The NeighborhoodTraffic Calming Process	5
Step 1 — Report the Problem	5
Step 2 — Neighborhood Consensus	5
Step 3 — Data Collection	5
Step 4 — Stage 1 Traffic Calming	6
Step 5 — Follow-up Data Collection	7
Step 6 — Stage 2 Traffic Calming Study	7
Step 7 — City Council Approval	11
Prioritization	11
Pros and Cons of Stage 2 Traffic Calming	12
Traffic Calming Request Form	16
Neighborhood Petition Form	17
Appendix 1 — Traffic Calming Flow Chart	19
Appendix 2 — Point Assignment for Ranking Requests	20

What is Traffic Calming?

City of Green Bay residents have expressed concern about speeding and cut-through traffic in residential neighborhoods. In response to public interest the City ~~has originally~~ developed a Neighborhood Traffic Calming Policy in 2007.

The Institute of Transportation Engineers defines “traffic calming” as “the combination of mainly physical measures that reduce the negative effects of motor vehicle use, alter driver behavior, and improve conditions for non-motorized street users.”

The City of Green Bay also expands this definition to include non-physical measures such as educational programs and enhanced enforcement

What are Traffic Calming Measures?

~~Neighborhood traffic~~Traffic calming measures are an attempt to enhance traffic and pedestrian safety and preserve neighborhood character and livability. There are a number of traffic calming devices that are available to achieve this effect. The specific measures are described in more detail below, but can generally be used to address problems with speeding, cut-through traffic, increased volume, and safety. When a traffic calming measure is implemented successfully, it is effective and self enforcing.

Beyond residential neighborhoods, there is a desire to expand traffic calming to some collector roadways. Traffic calming measures are generally incompatible with arterial streets. A primary function of arterial streets is to efficiently and expeditiously move traffic through a corridor.

As considered under this policy, traffic calming measures are largely reactive to observed or perceived concerns; in most cases, from neighborhood residents or businesses. In addition to reactive solutions, City staff will work with developers to consider traffic calming measures to be designed into new subdivisions or on reconstruction projects for existing streets, as appropriate, to address potential conflicts before they arise. Additionally, staff will use input received regarding the need for traffic calming into consideration when designing reconstruction projects for collector and local streets.

Incorporation of traffic calming strategies or measures at the time of original street design, being proactive and not reactive, shall not need to follow Steps 1 through 6 of this Policy, but instead can be proposed as part of the initial design. Should the Department of Public Works not approve measures proposed as part of the initial design of a street, this decision may be appealed to the Improvement & Services Committee.

The ~~Neighborhood~~Traffic Calming Process?

This section describes the process, regulations, and requirements of the Green Bay ~~Neighborhood~~Traffic Calming Policy. For a brief overview of the process, see the Traffic Calming flow chart (Appendix 1).

STEP 1 — Report the Problem

If you feel as though you have a speeding or traffic problem on your residential street, the first step is to report the problem to City of Green Bay Traffic staff at (920) 448-3100 or dpwmail@greenbaywi.gov. City staff will note your complaint and provide a Traffic Calming Request Form. This form will also be available at <https://greenbaywi.gov/DocumentCenter/View/1579/Traffic-Calming-Request-Form-PDF>. When the form is submitted City staff will evaluate the complaint to determine the nature of the problem, and make sure that the location meets the first traffic calming criteria:

The street must be classified as “Residential.”

The City will not implement traffic calming measures, or conduct traffic calming studies on “arterial”, ~~“collector”~~ streets, and Green Bay Metro bus routes. For the City’s Roadway Classification Map, please refer to the map available at <https://greenbaywi.gov/DocumentCenter/View/4236/Roadway-Functional-Classification-Map>. Staff can work with you to identify other actions if your street does not meet this basic criterion.

STEP 2 — Neighborhood Consensus

After the initial report, City staff will request a petition from a representative number of residents in the neighborhood (at least 20%, or 10 residents, whichever is less) to verify that there is a widespread concern for the speeding or traffic issue. After the petition is received, City staff will review it. The petition form is available at <https://greenbaywi.gov/DocumentCenter/View/4239/Traffic-Calming-Petition-Form-PDF>.

STEP 3 — Data Collection

When it is determined that a representative number of residents perceive the problem, City staff will collect traffic volume and speed data for the street and observe traffic patterns. Data will be collected through the use of traffic road tubes at a location determined by the Traffic Engineer.

Speeding Problem Thresholds:

- If 15% of the vehicles driving on the roadway are traveling at speeds ~~above 32 miles per hour (20 mph for alleyways)~~more than 5 miles per hour (mph) above the posted speed limit, or
- If 5% of the vehicles driving on the roadway are traveling at speeds ~~above 35 miles per hour (25 mph for alleyways)~~more than 10 mph above the posted speed limit, then the street would be eligible for Traffic Calming. This last condition applies to situations where the residents' concern is for the few drivers considerably exceeding the speed limit.

Cut-through Problem Threshold:

- In some cases, the reported problem is related to the volume of traffic on the residential street instead of the speed. If the street carries more than 1000 vehicles per day, then the street would be eligible for Traffic Calming.

Other Issues:

- Some traffic problems do not fit neatly into the speeding or cut-through “boxes”. City staff will evaluate on a case-by-case basis if a unique issue warrants traffic calming.

STEP 4 — Stage 1 Traffic Calming

If the trouble location exceeds the thresholds identified above, City staff will first suggest possible solutions that do not involve the use of physical controls or impediments on the roadway system. These are primarily education and enforcement based measures called Stage 1 traffic calming. These include:

- **Radar Speed Trailer Deployment** — This is a temporary device that is primarily used to educate motorists regarding the fact that they may be significantly exceeding the posted speed limit. Speed data can and may be collected.
- **Traffic Enforcement Actions** — This is traditional enforcement activity on the part of Green Bay Police Department's traffic enforcement officers. The intent is to modify behavior to result in a safer situation for all drivers and neighbors.
- **Traffic Signing and Pavement Markings** — Traffic Engineering staff will review all of the traffic signing and pavement markings in the area. If necessary, staff will install additional signing or striping. When appropriate, changes and additions will be reviewed with interested neighbors.

Formatted: List Paragraph, Left, No bullets or numbering

- **Driver Feedback Signs** – Traffic Engineering staff will review speed data to determine if placement of a driver feedback sign would assist in achieving voluntary speed limit compliance.

Formatted: Font: (Default) Arial, Kern at 16 pt

Formatted: Font: Bold

Formatted: Font: (Default) Arial, Bold, Kern at 16 pt

Formatted: Normal, Left

STEP 5 — Follow-up Data Collection

If one or more of the Stage 1 Traffic Calming measures is implemented City staff will wait approximately three to six months and conduct another speed and/or volume data collection. The data will then be analyzed to determine if the Traffic Calming measure was successful. If the measure was successful, and the thresholds identified in Step 3 are not exceeded then the traffic calming process will end at this point.

The City shall follow Step 3, Data Collection, as described on Page 5, and make every effort to collect the follow up data to as close as possible to the location of the original data collected in Step 3.

If the location continues to exceed the thresholds for speed and/or volume on a residential street, City staff will move on to analyze possible Stage 2 Traffic Calming methods.

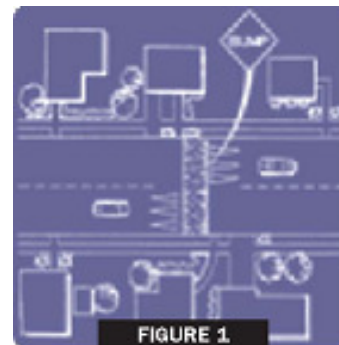
STEP 6 — Stage 2 Traffic Calming Study

City staff will conduct a formal Traffic Calming Study to suggest possible solutions to the problem. The solutions could involve physical modifications of the street intended to control traffic speeds and/or volumes. These are called Stage 2 traffic calming methods. Neighborhood involvement will be a large part of the Traffic Calming Study process.

Possible Stage 2 methods include:

- **Speed Humps**
Speed humps are approximately 12 feet in width and vary from 2.5 to 4 inches in height. This raised pavement serves to physically force motorists to reduce their speed. In order to be effective, speed humps should be placed no further than 300 feet apart.

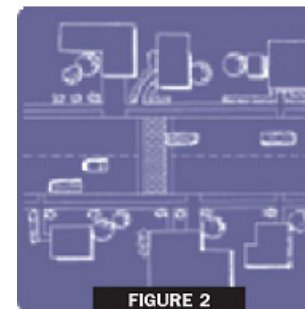
See Figure 1.



- **Speed Tables**

These are speed humps with a long flat section that are generally used at crosswalk locations. Both speed humps and speed tables require signing and roadway markings to make their presence known to motorists and other roadway users.

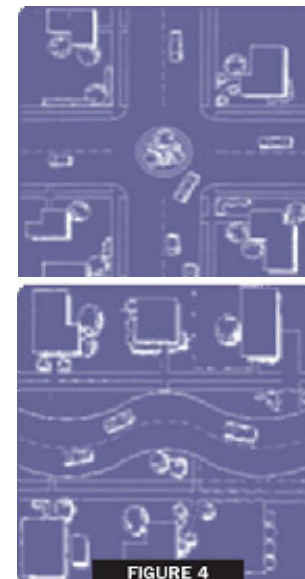
See Figure 2.



- **Traffic Circles**

This device is a raised circular island in the middle of a residential neighborhood intersection. Direct straight through movements are obstructed by the raised island causing traffic to move to the right and around the circle.

See Figure 3.



- **Curb Extensions, Chokers, Chicanes**

These are various methods of narrowing the roadway by extending raised curbs into the street. These can be done at street entries and exits as well as mid-block locations. The narrower street

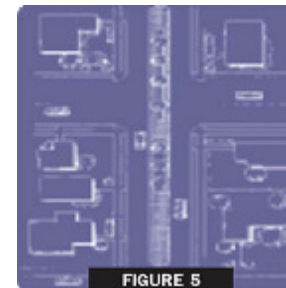
generally results in reduced traffic speeds and provides pedestrians with shorter crossing distances.

See Figure 4.

- **Median Entry/Exit Islands**

These are traffic islands used to create narrower roadway passages at entry and exit points. Median Barriers These can be a barrier or raised island along the center of a roadway to prohibit left turns or crossing traffic.

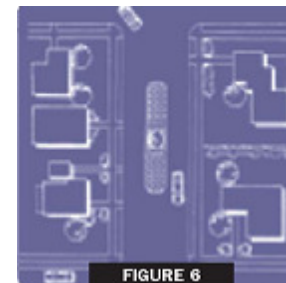
See Figure 5.



- **Mid-Block Raised Medians**

This is a median placed in the center of a roadway to create a narrower travel way and also reduce pedestrian crossing distances.

See Figure 6.



- **Forced Turn Islands, Barriers, Channelization**

These are traffic islands or curbs specifically designed to prevent traffic from making specific movements at an intersection.

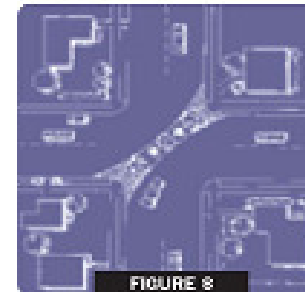


See Figure 7.

- **Diagonal Diverters**

These are barriers placed diagonally across an intersection to force drivers to make a particular turn but not allow other movements.

See Figure 8



- **One-Way Streets**

This is when traffic on a street is regulated to only allow traffic to flow in one direction. Usually this is accomplished through sign placement.

- **One-Way Chokers, Half-Closures or Semi-Diverters**

These are barriers to traffic in one direction that permit traffic in the opposite direction to proceed.

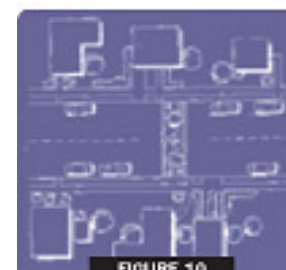
See Figure 9.



- **Street Closures and Cul-de-sacs**

This is the complete barricade or termination of a street.

See Figure 10.



The following general criteria must be met to consider the installation of any Stage 2 traffic calming measure:

- ~~1. Installation must not result in traffic diversion to other neighborhood streets.~~
- ~~2. Through a postcard survey, at least 60% of the impacted residents (defined as those residents or owners within 1 contiguous block of the proposed traffic calming improvement(s)) and 75% of the residents within 100 feet of the proposed device shall support the installation.~~
3. Devices shall be installed only where a minimum safe stopping distance can be provided.
4. The Green Bay Fire Department must approve the plan to assure that emergency response times or access are not negatively affected.

Formatted: Indent: Left: 0", First line: 0"

STEP 7 — City Council Approval

Once City staff and the neighborhood have reviewed an appropriate Traffic Calming solution, the proposal will be brought through the Improvement and Services Committee to the City Council for final approval and funding allocation.

Prioritization

Staff will complete Traffic Calming Studies on an "priority rank as received" basis. ~~Using data collected in Stages 1 and 2, the individual project(s) will be assigned points, as detailed in Appendix 2 "Point Assignment for Ranking Requests." A minimum of 30 points is required for a project to be considered eligible to compete with other Traffic Calming requests for funding.~~

~~Projects will be ranked citywide, based on point score. The highest ranking projects will usually be undertaken first.~~ The number of projects initiated each year will depend on City resources. However, the City may consider other compelling issues to determine project scheduling.

The City will notify the project requestors of the status of their request after this step via the City's website by posting the summary report.

Once ranked, a project is considered in the annual priority ranking step for up to three years. ~~If, after three years, a project has not received a high enough priority to proceed, the project requestor will be notified it will no longer be eligible for consideration, unless a~~

~~current petition to participate is provided. This time limitation ensures that the project requests continue to remain a neighborhood priority and avoids needless waste of time and resources due to changes in local interest in the project.~~

The project requestor will be notified when the three-year limit expires. At that time, a new request may be made to re-enter the project in the program. ~~If needed, current data may then be collected to recalculate the assignment of points.~~

The Pros and Cons of Stage 2 Traffic Calming

Before the City decides to consider pursuing Stage 2 traffic calming actions, it is important that the benefits and disadvantages be carefully considered. While Stage 2 actions can be successful, they can also result in problems more significant than the original concern. This section will describe the pros and cons of the Stage 2 traffic calming tools described previously. In most cases, the benefits are predictable, while the disadvantages can be much more unexpected. Consequently, a greater emphasis has been placed on the potential problems so that decisions can be made in a fully informed manner.

Pros

- Traffic Calming Measures Often Achieve the Desired Result

Physical actions such as the installation of speed humps, traffic circles, street closures, etc. are almost always successful in forcing traffic to behave in an intended fashion. In certain situations, they can achieve the desired result by utilizing a one time capital expenditure and generally low ongoing maintenance costs.

- Permanence

Stage 2 traffic calming actions are generally viewed as much more permanent solutions than Stage 1 actions. In most instances the alternative approach to the desired result involves repetitive and costly ongoing Stage 1 traffic calming actions. There are significant potential benefits to utilizing Stage 2 traffic calming actions which is why some communities have implemented Stage 2 actions and many other communities are exploring their possible use.

- Accident and Crash Reduction

One of the most important impacts of traffic calming is the potential reduction in the severity and number of crashes on traffic-calmed streets. Safety is enhanced through increased driver awareness of other street users and reductions in volumes, speeds and conflicts. In the United States, reduction of crashes due to traffic calming measures has been reported to be an overall average of 50 percent. Traffic circles appear to offer the greatest reduction in collisions. Speed reduction is especially important for pedestrian safety, as the severity of injury to a pedestrian when hit by an automobile is dramatically reduced by lowering vehicle speeds from 35 mph (usually fatal) to fewer than 20 mph (usually just minor injuries).

Cons

- Delays in Emergency Response Vehicles

This is especially true for fire apparatus and ambulance. Because of the heavy weight of fire engines, and delicate instruments and patients within ambulances, these vehicles must almost come to a complete stop when they encounter a bump, dip or sharp curve. Creating bumps, dips, and sharp curves is often precisely the result of many of the traffic calming tools. While these maneuvers will cause moderate discomfort and delay for normal passenger vehicles, they cause a much greater problem for emergency vehicles.

The time required responding to medical emergencies or building fires by emergency personnel and apparatus has a significant influence on the outcome of the event. In cardiac arrest cases, literally seconds count in the patient's chance of survival. From the moment of collapse, the likelihood for recovery diminished by 10% for each minute which passes. Likewise, in their early stages, fires grow at a geometric rate. Minutes could mean the difference between a small fire easily contained and a fire causing major property loss and possible injury or death. For these reasons, the City's Fire Services Division is concerned with any physical action which would force delay upon responding emergency vehicles.

- Diverting the "Problem" Traffic to Another Neighborhood Street

Another concern has been the realization that in many instances implementing traffic calming tools would be likely to move the problem rather than solve the problem. In virtually all instances, the traffic being controlled by physical traffic calming tools will not disappear or make major changes in its travel patterns. In most instances the placing of impediments on a particular neighborhood street will merely divert some or all of that traffic to other neighborhood streets.

- Everyone is Inconvenienced

Enforcement and education efforts aimed at controlling speeds or influence driver behavior impact primarily the irresponsible drivers - usually a relatively small percentage of the driving population. On the other hand, physical traffic calming measures create delay and inconvenience for all drivers using the particular street.

- Benefits Sometimes Very Localized

While speed humps are generally very effective in reducing speed in the immediate vicinity of the humps, they often result in higher speeds between the humps as drivers try to “make up” for the delay at the humps. Consequently, while using the speed humps to lower the average speed, it is likely that the top speeds on the street will increase. This result has been clearly documented in many studies regarding the use of speed humps or non-warranted stop signs for speed control.

Other Stage 2 traffic calming actions can also result in benefits near the installation but disadvantages elsewhere within a neighborhood. In the case of neighborhood intersection traffic circles, the results are often similar to speed humps with drivers traveling at higher velocity between the circles to “make up” the lost time. Actions such as diverters, barriers, and medians can often improve the situation where the traffic movement has been prohibited but can significantly worsen the problems to the streets where the traffic has been diverted.

- Actions can be Significant for Certain Types of Vehicles

Speed humps can significantly increase the cost of maintaining heavy vehicles. While not readily quantifiable, this is an important consideration related to the maintenance cost for fire engines, refuse trucks, etc. This is an especially serious concern for vehicles that will confront the traffic calming actions on a continual or repeated basis.

- Impacts on Parking and Other Road Users

Bicyclists, pedestrians and any other road user can encounter problems with physical traffic calming measures. All measures are designed to be acceptably safe for all users, assuming that these users are attentive as they proceed down the street. Speed humps and traffic circles, for example, are two of the most popular traffic calming measures. Bicyclists can traverse speed humps at typical cycling speeds without slowing down. However, if the bicyclist is careless (e.g., riding with no hands, not watching the road, no lights at night, etc.), the bicyclist might unexpectedly encounter a hump and be caught off balance. Where lanes are narrowed, bicyclists and drivers usually must share the lane, possibly becoming a problem if traffic volumes

are moderate to high. Traffic circles force drivers to the right at intersections, toward (but not into) the crosswalks, and pedestrians sometimes feel that their safety is being compromised. Residents who are used to parking in front of their homes on the street may also be impacted, as some measures require the prohibition of on-street parking. These disadvantages for various user groups need to be considered along with the recognized benefits of overall traffic speed and volume reduction that result from a traffic calming project.

- Visual Impacts, Noise Impacts and Aesthetic Concerns

While some traffic calming devices can have favorable aesthetic impacts, others can be, by their nature, unsightly. Actions such as speed humps and diverters most often pose no opportunity for the incorporation of aesthetics and can certainly have negative visual impacts. Additionally, virtually all Stage 2 traffic calming devices require reflective devices, signs and striping which negatively affect the aesthetics of a neighborhood.

Since these devices are intended to pose obstacles to cars, they must be very well signed, marked and lit in order to minimize potential safety problems and potential liability exposure. While the signing, marking and lighting are clearly justified for those reasons, they certainly negatively impact neighborhood aesthetics.

Noise in the area of traffic calming devices, such as speed humps, can increase due to the deceleration and acceleration of vehicles. There is also usually noise created by the vehicle traversing a speed hump.

The City considers the balance of the Traffic Calming pros and cons and recognizes that there are situations where the benefits of traffic calming outweigh the disadvantages. With each individual Neighborhood Traffic Calming Study that is conducted, City staff and residents must carefully weigh these advantages and disadvantages of each traffic calming action.

Traffic Calming Request Form

This form is to enable neighborhoods to request the possible initiation of a traffic calming study in accordance with the Traffic Calming Policy. Please fill out the form (only 1 per request) and submit it to:

The City of Green Bay
The Department of Public Works | Traffic Division
100 N Jefferson Street, Room 300
Green Bay, WI 54301
Attn: Traffic Engineer

1. Contact Information

Name: _____
Address: _____
Phone Number: _____ E-mail: _____

2. Please describe the location of the traffic concern. Attach a map or picture if necessary:

3. Please list possible solutions to the problem that you would like the City of Green Bay to consider:

Neighborhood Petition Form

Petition for Neighborhood Traffic Calming Measures

THE UNDERSIGNED AGREE TO THE FOLLOWING:

1. All persons signing this petition do hereby certify that they reside within the impacted area, which is hereby defined as the street segment of:

2. All persons signing this petition do hereby agree of the following problem in the defined impacted area:

3. All persons signing this petition do hereby agree that the following contact person(s) represent the neighborhood as facilitator(s) between the neighborhood residents and the City of Green Bay staff in matters pertaining to items 1 and 2 above:

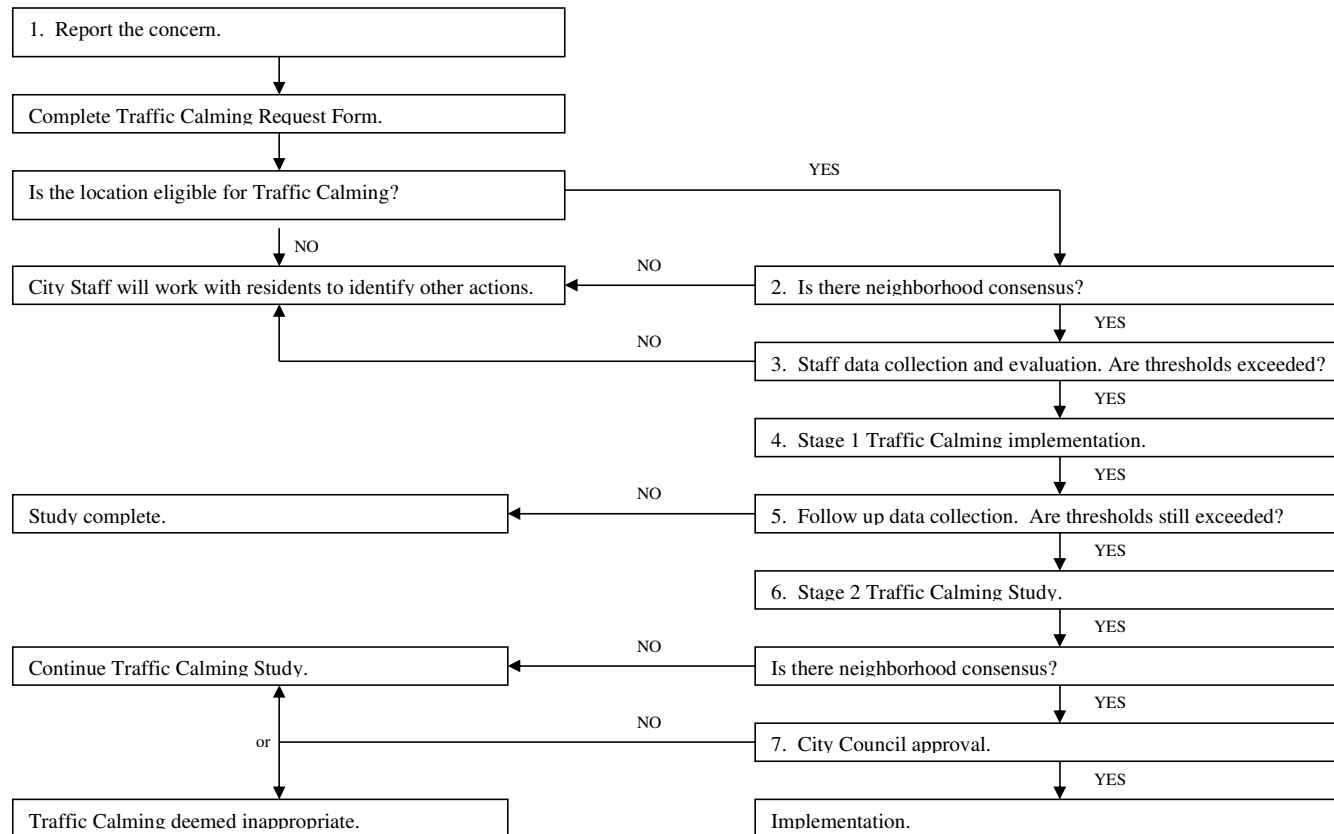
Name	Address	Phone #
Name	Address	Phone #
Name	Address	Phone #

Use next page or backside for additional signatures...

Only One Signature Per Address

1.	Name (print)	Address	Phone	Signature
2.	Name (print)	Address	Phone	Signature
3.	Name (print)	Address	Phone	Signature
4.	Name (print)	Address	Phone	Signature
5.	Name (print)	Address	Phone	Signature
6.	Name (print)	Address	Phone	Signature
7.	Name (print)	Address	Phone	Signature
8.	Name (print)	Address	Phone	Signature
9.	Name (print)	Address	Phone	Signature
10.	Name (print)	Address	Phone	Signature
11.	Name (print)	Address	Phone	Signature
12.	Name (print)	Address	Phone	Signature
13.	Name (print)	Address	Phone	Signature
14.	Name (print)	Address	Phone	Signature
15.	Name (print)	Address	Phone	Signature
16.	Name (print)	Address	Phone	Signature

Appendix 1 – Traffic Calming Flow Chart



~~Appendix 2—Point Assignment for Ranking Requests~~

POINT CRITERIA	DESCRIPTION	POINTS
1. Average Daily Traffic Volume (ADT)	(On the segment of the project street having the highest volume) divided by 100.	Max of 30
2. Speed	Percent of vehicles 5 mph over the posted or statutory speed limit (On the segment of the project street having the highest percentage over the limit), divided by 3.	Max of 30
3. Crash Record (Reportable Crashes Only)	Number of crashes per block segment multiplied by 5. Mid-block crashes count as 1. Intersection crashes counts as 1/2 cross street.	Max of 30
4. Elementary, Middle and High Schools	For a public or private elementary, middle or high school within one-quarter mile of the petition area	5
5. Other High Pedestrian Generating Areas	Up to 5 points for each pedestrian oriented facility, such as an ambulatory elderly housing development, library, or a City park on the street or within one-quarter mile of the petition area. For pedestrian oriented facilities grouped together on the subject street or within one-quarter mile of the petition area, up to 5 points for the group.	Max of 10
6. Designated School Walk Route	If the petition area includes one or more Recommended School Walk Routes as designated by the City.	5
	If the petition area includes one or more crossing guard locations	5
7. Designated Bicycle Routes	If the petition area includes one or more subject streets designated as a bicycle route on the Brown County Bicycle and Pedestrian Plan.	5
8. Time on Project List	Any project which has been on the Neighborhood Traffic Calming priority ranking list for the previous 2 or more years. This provides recognition for the length of time a neighborhood project has been on the ranking list.	2
9. Scheduled Road Reconstruction	To take advantage of a pending street reconstruction project, a traffic calming project which is desired for a street that is to be reconstructed will be ranked with others on its own merits, and decisions on whether or not to proceed will be decided by t	As applicable per Items 1-8

NOTES:

* A project must score 30 or more points to be considered eligible for further inclusion in the NTCP.

* The point total is considered along with other information when determining the priority of a project.



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

MEETING DATE

January 29, 2025

PREPARED BY

AGENDA ITEM # E.3

Consideration with possible action on request by Department of Public Works to amend the Sanitary Sewer Credit for Clear Water billing policy.

BACKGROUND

The Department of Public Works is proposing an update to the process for calculating sewer credits from invisible water leaks so that only the cost for treatment of typical strength waste is credited. This method would result in a Clear Water Credit Rate that more accurately represents the cost of collection and treatment of the clear water from the invisible leak.

RECOMMENDATION

To Approve

FISCAL IMPACT

Revisions to the sewer credit calculation more accurately reflect the City's cost for collecting and treating clear water from invisible water leaks. Customers applying for the credit will be credited a lower rate than has been credited in the past.

ATTACHMENTS

- I. 2024-01-22 I&S Memo Sewer Credit Guidelines



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

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

TO: Steve Grenier, Director of Public Works
Improvement and Services Committee

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

DATE: January 22, 2025

RE: Updates to the Sewer Credit Guidelines and Reference

Credits for invisible water leaks have historically been determined based on a Clear Water Rate, which has been calculated by subtracting the GBMSD (NEW Water) volume rate from the City's sanitary sewer rate. This method of calculating the Clear Water Rate means that for invisible leaks, the City has been crediting both the City's volume rate and the wastewater strength portion of the GBMSD rate. The Utility Division is proposing an update to the process for calculating sewer credits from invisible water leaks so that only the cost for treatment of typical strength waste is credited. This method would result in a Clear Water Credit Rate that more accurately represents the cost of collection and treatment of the clear water from the invisible leak.

Under the current method, the 2025 Clear Water Rate is \$5.24/100 cubic feet. Going forward, this rate will be referred to as the Clear Water Credit Rate for clarity. With the proposed change, the new 2025 Clear Water Credit Rate would be \$2.88/100 cubic feet.

The following are the updated sewer credit guidelines that reflect these changes.

SEWER CREDIT GUIDELINES AND REFERENCE

Sewer credits will only be given for invisible water leaks.

The invisible water leak must have occurred during the winter quarter. Winter quarter includes the months of December, January, February, March and April. (Note: all residential apartments no matter how many units are billed for sewer on their winter quarter.)

INVISIBLE LEAKS:

LEAKING TOILETS: The gasket between the water tank and bowl deteriorates or the float malfunctions.

BROKEN WATER PIPES: Buried water pipes, frozen or deteriorated and there were no visible signs on the surface. Water pipes under or in the walls of a vacant structure. This also includes broken washer hoses in a vacant structure.



VACANT STRUCTURES: The structure is not rented or a portion of the structure was not occupied /utilized at the time of the leak. The structure was not occupied because of vacations, weekends, foreclosures or the place of business was closed for the day.

EQUIPMENT LEAKS: This includes leaking chillers, ice machines and heating humidifiers. Inquire if the water drained to the sanitary or to the storm sewer? Check the account for a deduct meter.

VANDALISM: When the structure was vacant an ex-renter leaves faucets running or unknown person turns on the hose bib.

The Dept. of Public works will determine the amount of excess water usage for commercial accounts. Commercial accounts include two unit apartments non-owner occupied or more, however no sewer credit will be given if the leak occurs during a non winter quarter.

Commercial accounts are charged for sewer on their total water usage. These accounts can receive a sewer credit at any time of the year.

If the excess usage occurs during the winter quarter, an adjustment can be made to the winter quarter. The winter quarter can be adjusted for any excess usage. (Visible or invisible leaks)

Requests for a sewer credit must be made in writing and any documentation that the leak has been repaired.

SEWER CREDIT: Sewer credits will be based on the clear water rate.

CLEAR WATER CREDIT RATE: The total GMBSD rate minus GBMSD. volume rate $\$3.85 - \$0.97 = \$2.88$ (2025)

SEWER CREDIT AMOUNT: The difference between the present bill and the previous bill

DENIAL OF A SEWER CREDIT:

EXCESS USAGE IS LESS THAN 2000 C.F.

NON- WINTER QUARTER: The water leak occurred during the months of May, June, July, August, September, October and November.

VISIBLE LEAKS: Includes leaking faucets and hose bibs, even if the renter does not report the leak to the landlord. If the landlord does not fix the visible leaks, the tenant can move or report the landlord to the Inspection Dept. Leaking irrigation system do not qualify for a sewer credit, because they are already being bill on their winter quarter or they can install a deduct meter installed.

ALREADY RECEIVED A SEWER CREDIT WITHIN THE LAST 12 MONTHS



FILLING SWIMMING POOLS: Already being billed on their winter quarter or can install a deduct meter.

ICE RINKS: Can adjust their winter quarter.

OCCUPIED BUILDINGS: Includes frozen water pipes in the wall, broken washer hoses, leaking hose bibs and vandalism.

DELINQUENT PAYMENTS: Includes renter fails to pay water bill, customer bankruptcies or foreclosures.

FAILER TO MAKE A WRITTEN REQUEST: The customer is required to make a request in writing for a sewer credit. The letter or e-mail should explain the reason for the water leak and include any documentation that the leak was repaired or a reduction of water usage is reported by the Water Dept.

No sewer credit will be given until the leak has been repaired. The customer should be encouraged to pay the present water bill to prevent future penalties.

No sewer credits will be issued after the Water Dept. has notified the customer of the high water usage.

NOTES

The Water Dept. considers non-owner occupied apartments as commercial accounts. These accounts however are billed for sewer on their winter quarter and cannot receive a credit unless it occurs during the winter quarter.

Commercial accounts are charged for sewer on their total water usage. These accounts can receive a sewer credit at any time of the year.

The Water Dept. gives a sewer credit for occupied and unoccupied buildings.

The Water Dept. does not require a written request for a water or sewer credit.

The Water Dept. will not give a leak credit if the excess usage is less than 2000 c.f. and will not help find leaks. They do not subtract the first 2000 c.f. from the water or sewer credit.

The Water Dept. will notify customers of high water usage, either by the meter reader or will leave a notification on the door.

The Water Dept. will not help find water leaks for commercial accounts or apartment buildings of 5 or more units.

The Water Dept. will verify large water usage and repairs of the water leak.

M & R means meter and register. The register is the meter on the outside of the building.



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

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

If high water usage occurs during the winter quarter due to an invisible or visible leak, the winter sewer credit can be adjusted by using last year's winter quarter or by using water usage per day.



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

MEETING DATE

January 29, 2025

PREPARED BY

AGENDA ITEM # E.4

Consideration with possible action on request by New Land Enterprises to obtain a Revocable Occupancy Permit allowing the temporary installation of a camera on the Cherry Street Ramp stair tower rooftop.

BACKGROUND

New Land development has requested to install a camera on the rooftop of the Cherry Street Ramp stairwell overlooking their development on the former Adams Street parking lot. Staff has reviewed the proposed installation and has found it to be compatible with the roof for loading purposes. The camera will be ordered as a solar-powered unit, so it will be self-contained. Upon completion of the project, the camera will be removed at the petitioner's expense. DPW Staff recommends using a Revocable Occupancy Permit, similar in form to the example provided, and modified to meet the particulars of this installation. This example is the base template used for all Revocable Occupancy Permits issued by the City. As the permit is temporary in nature, it will be held internally by Department of Public Works and the petitioner and not recorded with Brown County.

RECOMMENDATION

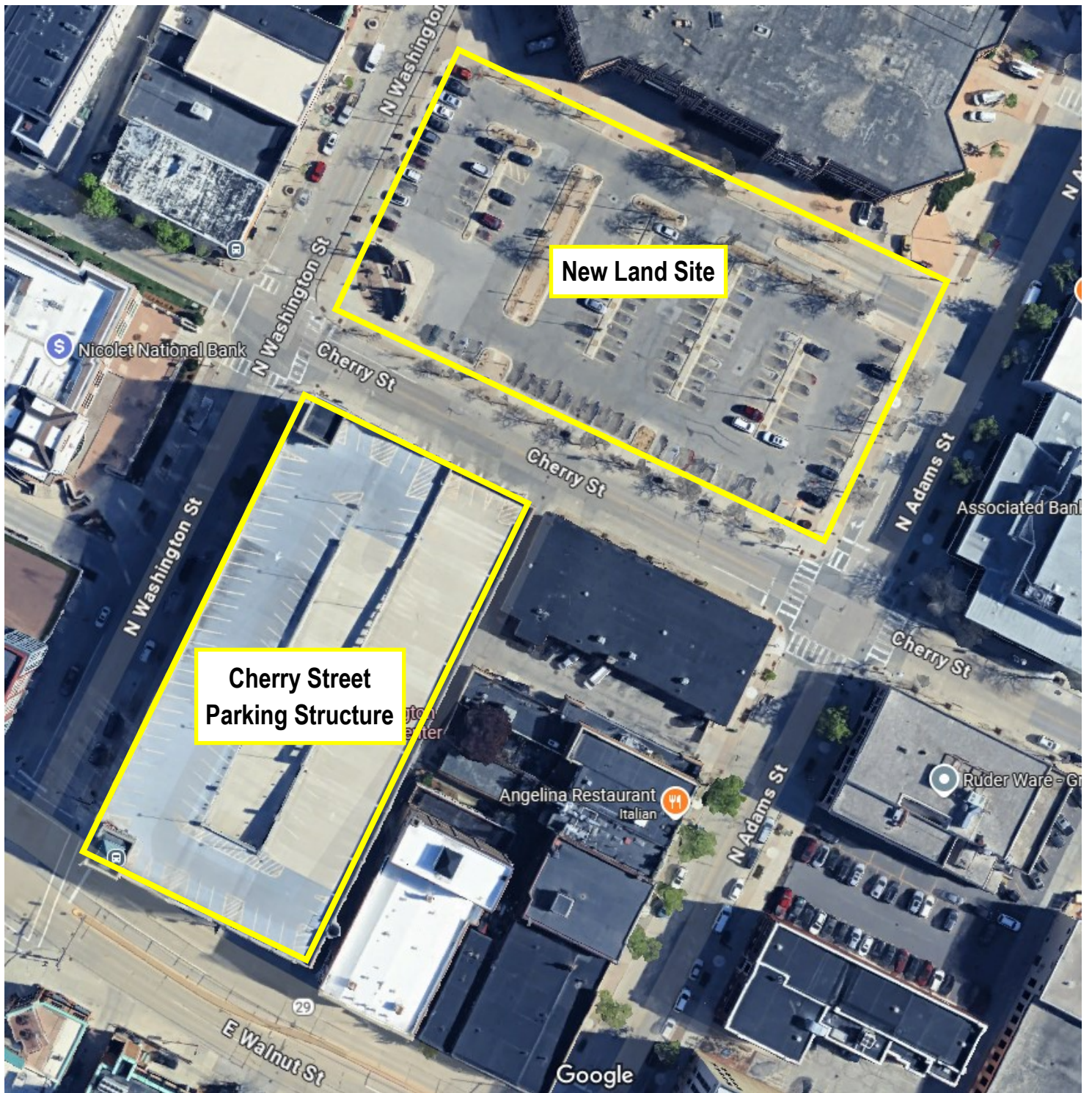
Staff recommends approval of the request.

FISCAL IMPACT

None

ATTACHMENTS

1. NLE Cherry Street Time Lapse Camera Exhibit
2. EarthCam_Bidspec_WorkZoneCamPro
3. _Blank ROPCity lands not rw



**Time-Lapse
Site Camera**

New Land Site

**Cherry Street
Parking Structure**

Cherry Street Ramp 

Google



Work Zone Cam Pro - Affordable 4K Time-lapse

Document small / medium-sized projects with a single camera, or as part of a multi-camera package.



Wide Angle Lens



Image Backup



Optically Clear Glass



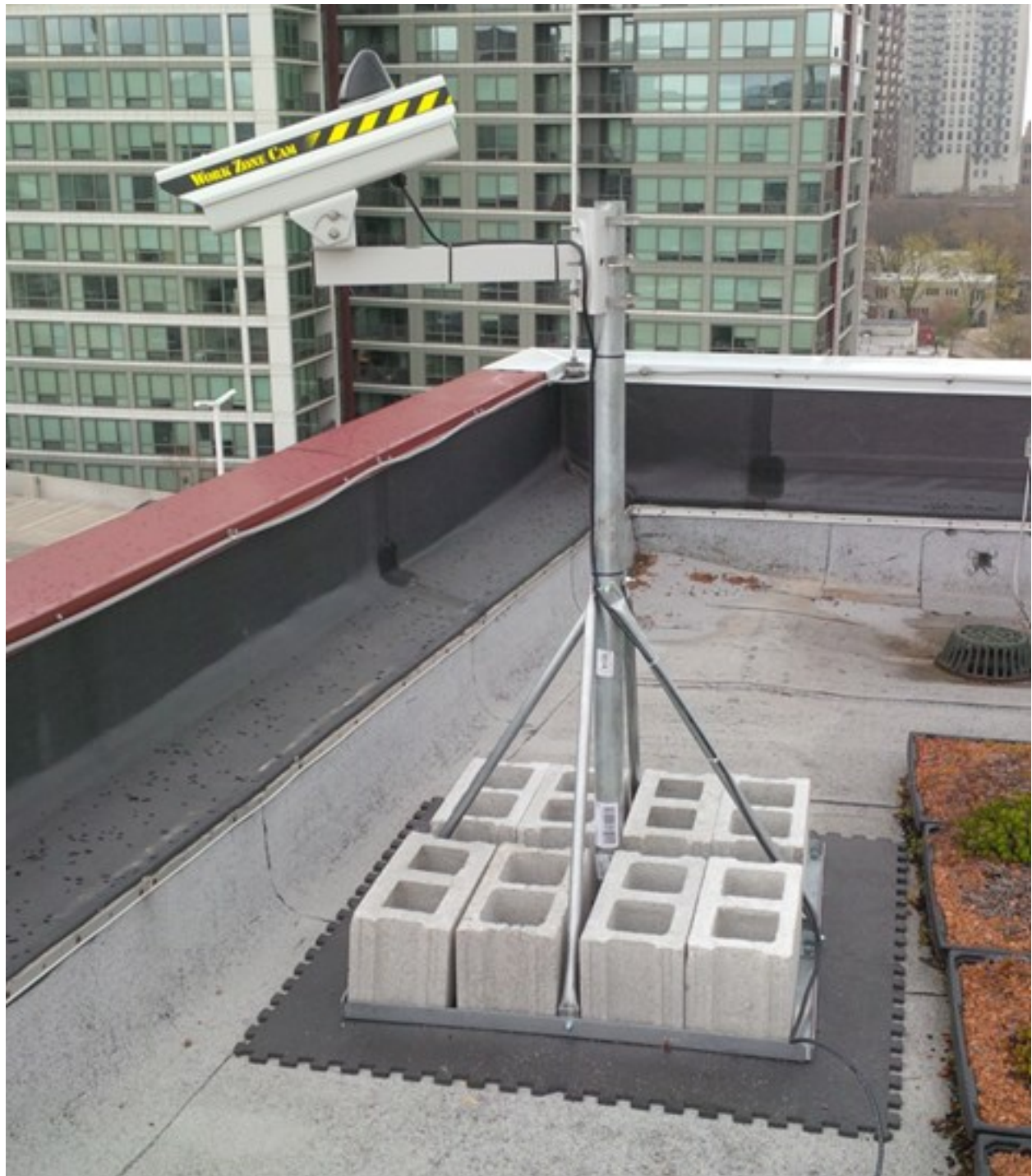
Multi SIM Card Support



Secure HTTPS Compliant



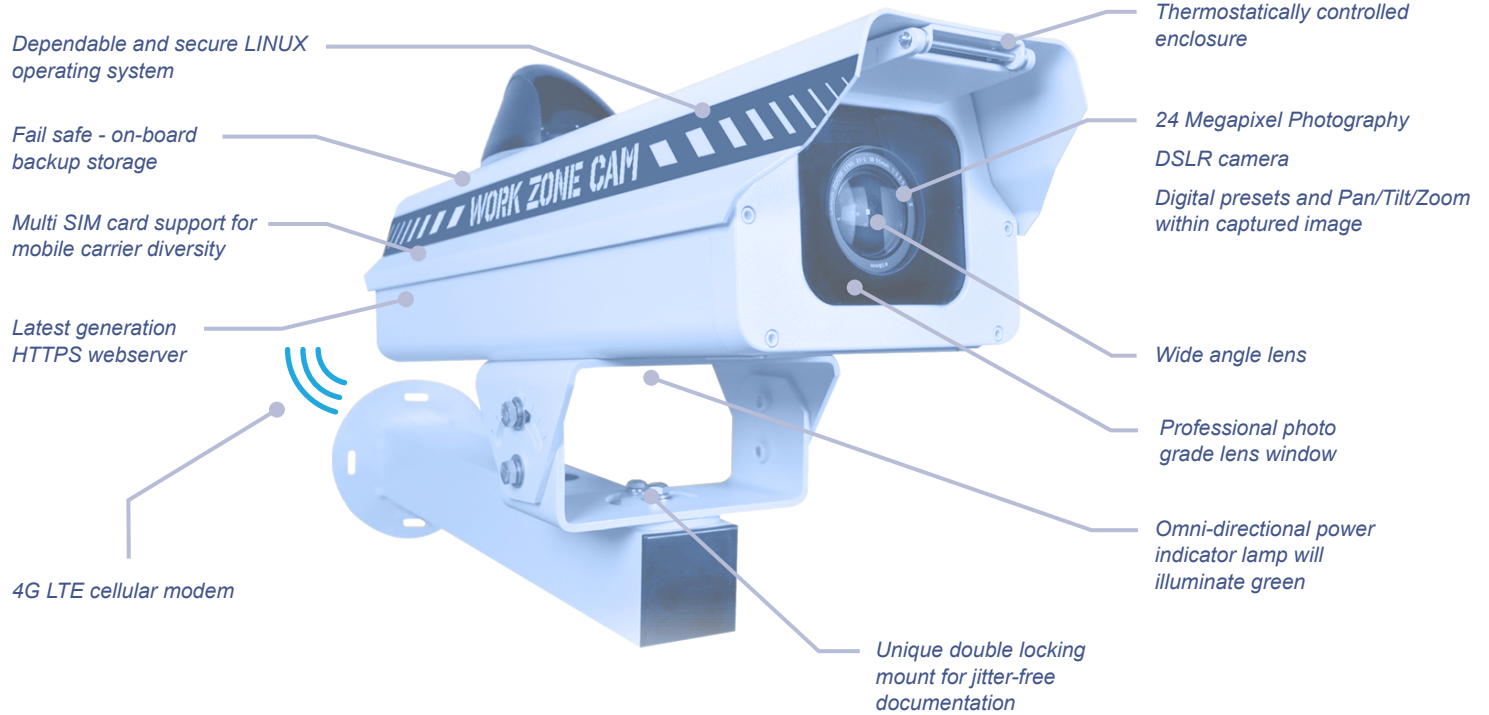
Lifetime Warranty



Bid Specification

Video Monitoring and Documentation

Work Zone Cam Pro



Specification includes camera system and managed services



iOS and Android App



Current and Historical Weather Data



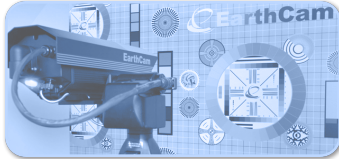
AI Media Dashboard



Fail Safe On-Board Backup Storage



Installation and Maintenance



Quality Control and Maintenance



Full Service Support



AI-Edited Time-Lapse Videos

Additional services included



1-800-EARTHCAM
www.earthcam.net/contactus



01.32.36 Video Monitoring and Documentation Bid Specification

1. The Contractor shall provide a High Definition Megapixel Web Camera which shall provide a full view of the work area on the construction jobsite. The Web Camera shall allow users to remotely view the project on a secure connection via a network connection.
CONTACT SYSTEM VENDOR: EarthCam / Brian Cury +1 201.488.1111 Email: WWW.EARTHCAM.NET/CONTACTUS
2. The camera shall meet or exceed the following requirements:
 - 2.1 Thermostatically controlled enclosure
 - 2.2 Powder coated aluminum housing with stainless steel fittings for padlocks
 - 2.3 DSLR camera with 24 Megapixel images (6000 x 4000 pixels), ASP-C Imager
 - 2.4 Angle of view: wide 96° horizontal - 73° vertical, full zoom 22° horizontal – 15° vertical
 - 2.5 Auto Features: ISO speed, metering mode, white balance, and focus
 - 2.6 EF-S 10-22mm f/3.5-4.5 ultrasonic motor lens
 - 2.7 Professional photo grade lens window
 - 2.8 Omni-directional power indicator lamp will illuminate green
 - 2.9 Two UL rated compression glands, gas spring lid, adjustable camera sled
 - 2.10 Compression: JPEG/RAW
 - 2.11 32GB onboard storage
 - 2.12 Communications: 10base-T/100base-TX Ethernet, IP Addressing: Dynamic or Static
 - 2.13 Wireless Cellular 4G LTE Modem with GPS and antenna
 - 2.14 Multi SIM card support for mobile carrier diversity
 - 2.15 4W @ 120VAC, 230VAC or 12VDC Solar Power
 - 2.16 Battery, LiFePO4 chemistry, 9.9Ah
3. Internet Based Online Interface: The camera will be accessible via an internet based Software as a Service (SaaS) solution. This online interface will be managed and supported by the System Vendor. The service will be available for the term of the project and allow the viewing of live video and High Definition digital still images captured and stored of the project on both mobile and desktop platforms.
The Internet Based Online Interface shall include the following features:
 - 3.1 Responsive HTML5 design for cross-platform access on desktop and mobile devices
 - 3.2 Display project name and logo
 - 3.3 Project Dashboard allows easy navigation between multiple cameras and projects
 - 3.4 Digital Pan, Tilt and Zoom capability within a High Definition image
 - 3.5 Visual timeline with quick thumbnail view allows image navigation by year, month, day and hour
 - 3.6 AI-edited time-lapse technology removes frames obscured by foreign objects or weather elements, with music and graphics then added for downloadable presentations
 - 3.7 Photo Filters and Graphical Markup Tools for detailing and creating notes with graphical overlays on images, including project title, logo and time date stamp
 - 3.8 Image Comparison Tool for comparing two images taken at different times, overlayed on top of each other
 - 3.9 Share Image Tool for saving, printing, emailing and posting to Hall of Fame
 - 3.10 Project Management Software integration (Autodesk Construction Cloud, Autodesk Build, CMiC, Esri, InEight, Infotech, Procore, Projectmates, Raken, Salesforce)
 - 3.11 3D/4D Model Integration (Autodesk Navisworks, Autodesk Revit, Bentley Synchro)
 - 3.12 Social Media Integration Tools for sharing project images and notes
 - 3.13 Automatically generated daily/weekly project progress update email with camera image and weather
 - 3.14 AI Media Dashboard – Interactive charts display AI-detected events and observations
 - 3.15 Graphical Weather applet displaying local weather data with satellite and updating radar imaging
 - 3.16 Integration of maps, aerial and satellite imagery
 - 3.17 Graphical Data Management Tools showing archived and current system status of solar amperage, battery power remaining, wireless radio connectivity, and device location
4. Access to account protected by Account Security feature which includes four levels of password protection, IP address block/permission and SSL protection of user login password.
5. The system shall be capable of capture and upload images 24/7.
6. The system shall have M2M – Machine to Machine 24/7 Support with active self-healing technology and automatic software upgrades to maintain the quality, consistency and reliability of all images.
7. Images will be maintained on the System Vendor's servers for reference available at all times during the life of the project and for no less than 60 days after completion. All images will be protected on servers owned and operated by the System Vendor and located in a secure area at the System Vendor's location.
8. The Contractor shall provide all service and maintenance, including cleaning, of the camera system throughout the life of the project including making appropriate arrangements for camera to remain in operation up to and through finalization of all structural, landscaping and "completed state" condition necessary for beginning-to-end time-lapse record.
9. The System Vendor shall provide custom public website development. Website shall be separate from the Online Interface, match the look and colors of the project's website, and be delivered as embed code or standalone web page. Additional features include Facebook and Twitter integration, full screen mode, image comparison, weather, multiple logos, graphical background image and project description.
10. The System Vendor at the end of the project shall provide a comprehensive archive package that includes all images, historical weather data, computer-generated time-lapse movies and a royalty-free web-based viewer software. The software shall include the same interactive interface as the live camera during the project.
11. The System Vendor shall provide time-lapse movie(s) at the end of the project. Time-lapses shall be professionally edited by a video editor using image stabilization software. The movie will start with a graphic, incorporating project title, date and logo. Periods of bad weather or inactivity shall be removed to produce a compelling and consistent movie. A machine edited movie will not be acceptable.
12. The Contractor shall secure a nearby structure for camera mounting or provide a fixed pole (40 foot / 12 meters height recommended) and 3 inch / 8 centimeters minimum diameter as per System Vendor's instruction. The Contractor shall supply all equipment required for safe and secure access to the camera location for technicians performing installation and maintenance services, including building access, bucket truck and/or lift. The System Vendor will consult on and provide recommendations for optimal camera placement and provide professional installation services as required.

CITY OF GREEN BAY, WISCONSIN

THIS PERMIT IS REVOCABLE

MINIMUM INFORMATION REQUIRED WHEN
OBJECT IS REQUESTED TO BE PLACED WITHIN RIGHTS-OF-WAY

General Information:

Business Name: _____
Address: _____
Parcel number: _____
Type of Encroachment Requested: _____
Will alcohol be served within r/w: _____

Property Owner Information:

Name: _____
Address: _____
Telephone: _____
Email: _____

Tenant Information:

Name: _____
Address: _____
Telephone: _____
Email: _____

General Contractor Information:

Company Name: _____
Representative name: _____
Address: _____
Telephone: _____
Email: _____

Sub-Contractor Information:

Company Name: _____
Representative name: _____
Address: _____
Telephone: _____
Email: _____

Plans and Graphics:

1. Plans and Graphics of objects to be placed within the rights-of-way (including but not limited to photographs, renderings, etc.).
2. Drawing with dimensions showing location of all items (existing and proposed) between building and curb line of street (including but not limited to trees, signs, fire hydrants, etc.).
3. Dimensions of objects: including length, width, depth & height above existing grade to top and bottom of encroachment.
4. Location of objects in relationship to side property line.

Other:

1. Certificates of Insurance naming the City of Green Bay as Additionally Insured from:
 - a. Property Owner and/or
 - b. Tenant Occupant
 - c. All Contractors working within City's rights-of-way
2. Any other information as may be requested to complete Revocable Occupancy Permit with Hold Harmless Agreement.

Return all information to: City of Green Bay - DPW
100 N Jefferson Street – Room 300
Green Bay, WI 54301

Notes:

- 1) Original Application & Indemnification and Hold Harmless Agreements must be delivered by mail or in person.
- 2) If requested information is not



Address: _____.
Use: _____.

HOLD HARMLESS AGREEMENT – USE OF CITY OWNED LANDS

THIS AGREEMENT is made in the City of Green Bay, Brown County, Wisconsin, by and between the CITY OF GREEN BAY, WISCONSIN, a municipal corporation ("CITY"), and NAME ("APPLICANT").

WHEREAS, APPLICANT desires to place "OBJECTS" on CITY owned lands at LOCATION Avenue for the purpose of PURPOSE; and

WHEREAS, the City of Green Bay has granted to APPLICANT permission to allow placement of OBJECTS on CITY owned lands subject to the provision of insurance, execution of a Hold Harmless Agreement and the City of Green Bay Department of Public Works approval as to the placement of OBJECTS for the purpose of PURPOSE; on CITY owned lands.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth and other good and valuable consideration acknowledged by the parties herein, it is agreed as follows:

1. APPLICANT shall own the OBJECTS for the purpose of the PURPOSE;
2. CITY grants to APPLICANT, a Revocable Occupancy Permit ("ROP") with permission to conduct PURPOSE as shown on attached Exhibit A. The final location of the OBJECTS shall be approved by the Department of Public Works Director, or his/her designee.
3. APPLICANT shall be responsible for all costs and expense related to the use of CITY owned lands used for the PURPOSE, and removal of the OBJECT(S).

4. APPLICANT shall restore the area used for the PURPOSE to the same or better condition than prior to use.

5. APPLICANT shall insure that the placement of the OBJECT(S) on CITY owned lands used for the PURPOSE does not unreasonably impair or impede the orderly and safe ingress, egress or smooth flow of pedestrian or vehicular traffic adjacent to CITY owned lands.

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

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

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

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

7. APPLICANT shall provide the City of Green Bay with a certificate of insurance on a form approved by the City of Green Bay showing that APPLICANT has adequate liability insurance as required by City of Green Bay. The certificate of insurance shall give evidence of liability insurance with bodily injury limits of at least \$1,000,000 per occurrence and \$1,000,000 aggregate, and the \$500,000 property damage each occurrence and \$500,000 aggregate. Such insurance shall name the City of Green Bay as additionally insured, and shall not be cancelled or reduced without 30 days prior written notice thereof to the City Clerk. Such notice shall suspend the ROP issued under the terms of this Agreement until a new certificate complying with this subsection has been filed with the City Clerk.” The insurance limits stated herein may be updated from time to time by the City of Green Bay Common Council without approval of the APPLICANT. Cancellation or reduction of insurance shall automatically terminate the ROP.

8. CITY or APPLICANT may terminate this Agreement for any reason upon written notice to the other party. Upon termination of this agreement for any reason, APPLICANT shall at their sole cost and expense, remove the OBJECT(S) and restore the lands to the satisfaction of the Department of Public Works Director or his/her designee.

SIGNATURES TO FOLLOW

IN WITNESS WHEREOF, the APPLICANT has executed this agreement this ____ day of _____ 20____, and hereby agrees to become bound by all provisions hereof.

NAME

Print or Type Applicant(s) name(s) above

X _____

Print or type name and title above

X _____

NAME

Print or type name and title above

STATE OF WISCONSIN)

) SS.

_____ COUNTY)

Personally came before me this ____ day of _____, 20__ the above named NAME 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, Wisconsin

My Commission Expires: _____

CITY OF GREEN BAY

X _____

Steven M. Grenier, P.E.- Director of Public Works

STATE OF WISCONSIN)

) SS.

BROWN COUNTY)

Personally came before me this ____ day of _____, 20__ the above named Steven M. Grenier, P.E.- Director of Public Works, 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, Brown County, Wisconsin

My Commission Expires: _____

This instrument drafted by:

Thomas H. Giese - R/W Specialist

EXHIBIT A

INSERT EXHIBIT MAP HERE



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

MEETING DATE

January 29, 2025

PREPARED BY

AGENDA ITEM # E.5

Consideration with possible action on request by Shipyard District to install streetlight pole banners on City and WPS owned streetlight poles in the Shipyard District, subject to the execution of a Hold Harmless Agreement and submittal of appropriate insurance, and to authorize the Mayor and Clerk to execute the Agreement.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

January 29, 2025

PREPARED BY

AGENDA ITEM # E.6

Consideration with possible action on request by Department of Public Works to enter into a Sponsorship Agreement with the Midwest Renewable Energy Association for the purpose of promoting the Grow Solar Green Bay-Fox Valley Group Buy Program.

BACKGROUND

The Midwest Renewable Energy Association (MREA)—a nonprofit organization concerned with promoting renewable energy—organizes group purchasing and installation of solar PV systems through their “Grow Solar” program. The program has existed for nearly a decade and has been successful in communities throughout Wisconsin and neighboring states. For 2025, MREA has announced a Grow Solar Green Bay – Fox Valley Group Buy and has asked the City of Green Bay to participate as a sponsor partner.

The Grow Solar program is straightforward. MREA will release a Request for Proposals seeking a qualified solar installation contractor to provide tiered discounts based on volume. If successful, the discount will be for as much as 15%, or roughly \$1,000 in savings for a typical small-scale solar PV system. The group buy is open to most property owners, and small-scale commercial and residential is best suited to participate in the program. The group buy is also open to houses of worship and other non-profits. MREA will administer and market the program.

The attached sponsorship agreement specifies that the City will provide the City of Green Bay logo, participate in marketing of the RFP and educational programming through applicable communications channels, and delegate a point person within the City to coordinate these activities.

RECOMMENDATION

To approve the MREA Sponsorship Agreement as drafted.

FISCAL IMPACT

The proposed sponsorship agreement will require some staff time of the Clean Energy Connector and Resiliency Coordinator, as well as potential marketing-related expenses that would be covered by existing grant funds.

ATTACHMENTS

1. MREA Sponsorship Agreement 1.21.2025
2. Partner-with-Grow-Solar info sheet

SPONSORSHIP AGREEMENT

This Sponsorship Agreement (hereinafter "Agreement"), is made this ____ day of January, 2025 (the "Effective Date") by and between the City of Green Bay, a Wisconsin Municipal Corporation, (hereinafter "CITY") and Midwest Renewable Energy Association, a Wisconsin Corporation, (hereinafter "MREA"), collectively referred to as the Parties.

RECITALS

WHEREAS, CITY adopted the Clean Energy Green Bay Plan – 2030 Targets on Path to 2050 Goals. The City set a goal to reach 100% clean energy and carbon neutrality for the community by 2050.

WHEREAS, CITY seeks collaborative relationships with community entities that work to engage the Green Bay community in sustainability initiatives and activities that promote clean energy production and energy efficiency.

WHEREAS, MREA is dedicated to promoting clean energy, energy efficiency, and sustainable living through education and demonstration; and

WHEREAS, MREA plans to release a Request for Proposals – Grow Solar Green Bay-Fox Valley Group Buy Program for the installation of residential and small non-residential solar electric systems, in the Green Bay area.

NOW, THEREFORE, in consideration of the foregoing herein and the mutual promises and covenants set forth herein, the parties agree as follows:

1. RESPONSIBILITIES OF MREA

- a. Provide CITY with a logo for use on the City's website, social media posts, and other communications to the public.
- b. Provide CITY with all documents associated with the Request for Proposals.
- c. Delegate and provide contact person to coordinate with CITY in implementing this Agreement.

2. RESPONSIBILITIES OF CITY

- a. Provide MREA with a logo for use on by MREA in promoting its RFP for the Grow Solar Green Bay-Fox Valley Group Buy Program.
- b. Promote MREA's RFP, educational programming, and related information on City's website, social media, and other public communications, as deemed appropriate.
- c. Delegate and provide contact person to coordinate with MREA in implementing this Agreement.

3. TERM

This Agreement will be in effect from the date of execution, the Effective Date, unless terminated pursuant to the provisions of Section 4 of this Agreement.

4. TERMINATION

- a. If either party fails to fulfill its obligations under this Agreement in a timely or proper manner, or violates any of its provisions, the non-breaching party will thereupon have the right to terminate this Agreement by giving ten (10) days written notice of termination of the Agreement, specifying the alleged violations, and effective date of termination. This Agreement will not be terminated if, upon receipt of the notice, the breaching party promptly cures the alleged violation prior to the end of the ten (10) day period.
- b. Either party has the right to terminate this Agreement at any time, for any reason, by giving the other party thirty (30) days written notice of such termination by email to the identified contact

5. INDEPENDENT PROVIDER

In entering into this Agreement, and in acting in compliance herewith, the parties acknowledge and agree that MREA and CITY are at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder. Each party further agrees that neither party may be charged with the obligation or responsibility of extending any fringe benefits such as hospital, medical and life insurance, or pension plans to any employee or contractor of the other party pursuant to this Agreement.

6. NOTICE

All notices provided for under this Agreement shall be in writing and shall be sufficient if by email to the contacts set forth above or to such other address as a party may designate to the other party in writing. Each such Notice will be deemed to have been received as of the date emailed if receipt has been electronically confirmed.

If to MREA:

[add name and email address]

If to CITY:

Melissa Schmitz
Department of Public Works – Resiliency Coordinator
melissa.schmitz@greenbaywi.gov

7. AMENDMENT AND ASSIGNMENT

No modification, expansion, assignment, or amendment of this Agreement will be of any force or effect unless in writing and signed by the parties hereto.

8. SEVERABILITY

All terms and covenants herein are severable. In the event any single term or covenant is found invalid by an agency or court of competent jurisdiction, this Agreement will be interpreted as if such invalid terms or covenants were not contained herein.

9. CHOICE OF LAW and FORUM

This Agreement will be governed in all respects by, and construed in accordance with, the laws of the State of Wisconsin. The venue of any action hereunder will be in Brown County, Wisconsin.

10. FINAL EXPRESSION

This Agreement is intended by MREA and CITY as a final expression of their agreement and as a complete and exclusive statement of its terms. This Agreement supersedes all prior proposals, negotiations, conversations, discussions and agreements among the parties concerning the subject matter hereof.

11. EXCLUDED PARTY LAW.

CITY represents and warrants that neither it nor its subcontractors is excluded from receiving or being a party to any Federal contract or subcontract pursuant to any Federal statute, rule, regulation, executive order or government instruction. CITY shall notify MREA of any exclusion or adverse actions or any basis therefore within seven (7) days of its learning of any such exclusion or adverse action or any basis therefore. Ineligibility to participate in any federal health care program is grounds for immediate termination of this Agreement at MREA's sole discretion.

12. USE OF MARKS.

Neither party will use the other party's name, logos, trademarks, or other marks without that party's written consent for each specific use.

13. COMPLIANCE WITH LAWS.

Each party represents and warrants that it shall comply with all applicable federal and state laws and regulations regarding their respective obligations hereunder.

14. EACH PARTY RESPONSIBLE FOR ITS OWN ACTS.

Each party shall be responsible for its own acts or omissions and for any and all claims, liabilities, injuries, suits, demands, and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by that party or its employees or representatives in the performance or omission of any act or responsibility of that party under this Agreement.

15. WAIVER.

No failure or delay on the part of either party hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other

right, power or remedy. Any waiver granted hereunder must be in writing and signed by the party against whom the waiver is asserted, and shall be valid only in the specific instance in which given.

16. SURVIVAL.

Those provisions of this Agreement which, by their nature, are meant to survive termination shall so survive, and include without limitation provisions related to ownership of marks, governing law and venue.

17. COUNTERPARTS.

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 agree to the terms set forth this Agreement.

CITY OF GREEN BAY

By _____
Eric Genrich, Mayor

Date _____

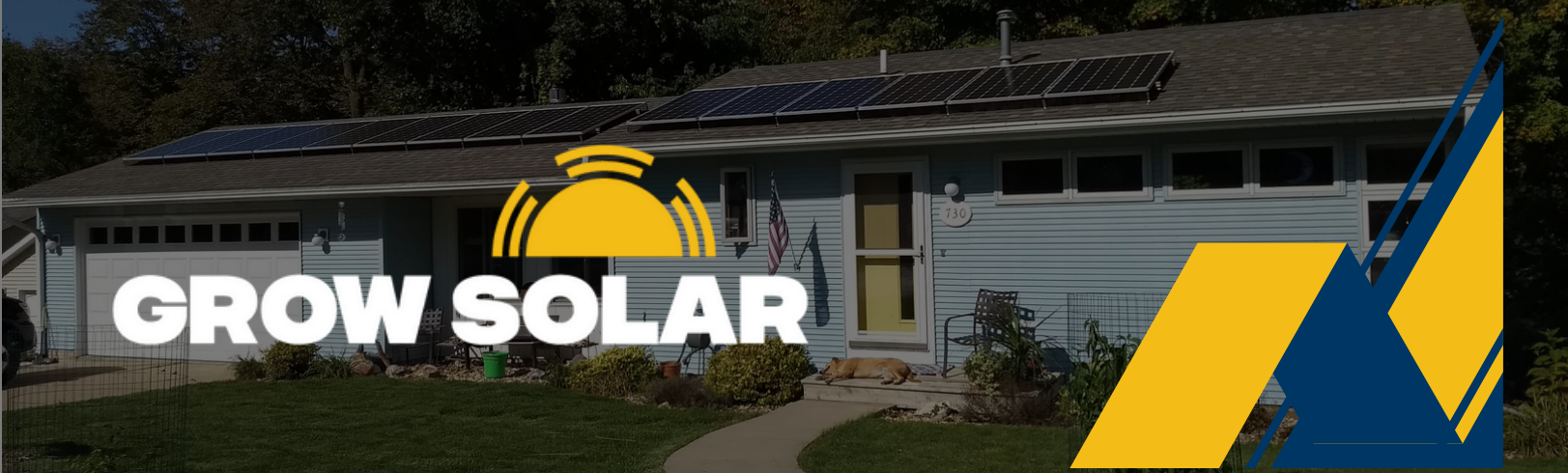
By _____
Celestine Jeffreys, Clerk

Date _____

MREA

By _____

Date _____



PARTNER WITH GROW SOLAR

*Providing Solar
Education since 2013*

ANCHOR PARTNER

Our anchor partners are involved with all elements of the program from beginning to end. They commit staff time and take on some responsibilities for the operations of the program. These partners will be mentioned in all promotions and communications about the program, via mentions in text and the use of their logo.

COMMUNITY PARTNER

Community Partners can support our program in a wide range of capacities. Joining the advisory committee, providing venues for events, acting as virtual co-hosts, assisting with promotion, and granting the use of your logo are all ways to become a community partner.

GROW SOLAR SUPPORTER

Your organization can support Grow Solar, no matter your capacity. Signing on to support, and lending the use of your logo is all it takes to become a supporter. Joining us as a Grow Solar supporter allows your organization to demonstrate their commitment to sustainability.

WHAT PARTNERS ARE SAYING

"I can't think of anyone with as much experience doing community-level solar education and bulk solar program management as MREA. [They] helped us dramatically lower the cost of solar in our area which has resulted in a record amount of solar installations."

– Scott R. Tess, Environmental Sustainability Manager, City of Urbana, IL, Anchor Partner

"We couldn't have launched a large-scale residential solar program so quickly and so successfully without MREA's approach. The results exceeded our expectations—more awareness, more solar at an affordable price, and more connections with our partner cities."

– Becky Soglin, Sustainability Coordinator, Johnson County, IA, Anchor Partner



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

MEETING DATE

January 29, 2025

PREPARED BY

AGENDA ITEM # E.7

Consideration with possible action on request by Department of Public Works to enter into a Professional Services Agreement with Ayres and Associates for design, bidding assistance, and construction inspection services for the East Mason Street project. The cost for design is \$72,437, bidding assistance is \$3,247, and construction inspection is \$84,178, totaling \$159,862.

BACKGROUND

RECOMMENDATION

Approval

FISCAL IMPACT

The cost for design is \$72,437, bidding assistance is \$3,247 and for construction inspection \$84,178.

ATTACHMENTS

None



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

MEETING DATE

January 29, 2025

PREPARED BY

AGENDA ITEM # E.8

Consideration with possible action on request by Department of Public Works to enter into a Sponsorship Agreement with Rooted In, Inc. to promote the Energize Green Bay campaign.

BACKGROUND

Energize Green Bay, the City's clean energy campaign, adopted an outreach plan in July 2024. Among its modes of communication was forming partnerships with community-based organizations (CBOs) to amplify the campaign's messaging. Rooted In, Inc. is a CBO that works on issues related to food. Their areas of concern include hunger, food waste, local food networks, and education. Among their many activities, they organize cooking demonstrations at local farmers markets and other community events, teach cooking lessons, and have a monthly segment on morning television. An agreement by which, in exchange for the use of two induction cooktops to be provided by the City, Rooted In, Inc. will amplify the Energize Green Bay campaign.

RECOMMENDATION

To Approve PSA

FISCAL IMPACT

The activities encompassed by this agreement will be paid for entirely with grant funding.

ATTACHMENTS

- I. Rooted In Sponsorship Agreement 1.23.2025

SPONSORSHIP AGREEMENT

This Sponsorship Agreement (hereinafter "Agreement"), is made this ____ day of January, 2025 (the "Effective Date") by and between the City of Green Bay, a Wisconsin Municipal Corporation, (hereinafter "CITY") and Rooted In, Inc., a Wisconsin Corporation, (hereinafter "RI"), collectively referred to as the Parties.

RECITALS

WHEREAS, CITY adopted the Clean Energy Green Bay Plan – 2030 Targets on Path to 2050 Goals. The City set a goal to reach 100% clean energy and carbon neutrality for the community by 2050.

WHEREAS, CITY seeks collaborative relationships with community entities that work to engage the Green Bay community in sustainability initiatives and activities that promote clean energy production and energy efficiency.

WHEREAS, RI is dedicated to sustainability and public health, and

WHEREAS, RI will be creating public, educational programming, including cooking demonstrations and lessons throughout the City of Green Bay.

NOW, THEREFORE, in consideration of the foregoing herein and the mutual promises and covenants set forth herein, the parties agree as follows:

1. RESPONSIBILITIES OF RI

- a. Speak to the benefits of induction cooktops, both for public health and energy efficiency.
- b. Display logos and information provided by the City related to Energize Green Bay, the City's clean energy public outreach campaign.
- c. When possible, share printed information provided by the City with the public.

2. RESPONSIBILITIES OF CITY

- a. Provide RI with two induction cooktops for their exclusive use.

3. TERM

This Agreement will be in effect from the date of execution, the Effective Date, unless terminated pursuant to the provisions of Section 4 of this Agreement.

4. TERMINATION

- a. If either party fails to fulfill its obligations under this Agreement in a timely or proper manner, or violates any of its provisions, the non-breaching party will thereupon have the right to terminate this Agreement by giving ten (10) days written notice of termination of

the Agreement, specifying the alleged violations, and effective date of termination. This Agreement will not be terminated if, upon receipt of the notice, the breaching party promptly cures the alleged violation prior to the end of the ten (10) day period.

- b. Either party has the right to terminate this Agreement at any time, for any reason, by giving the other party thirty (30) days written notice of such termination by email to the identified contact

5. INDEPENDENT PROVIDER

In entering into this Agreement, and in acting in compliance herewith, the parties acknowledge and agree that RI and CITY are at all times acting and performing as an independent contractors, duly authorized to perform the acts required of it hereunder. Each party further agrees that neither party may be charged with the obligation or responsibility of extending any fringe benefits such as hospital, medical and life insurance, or pension plans to any employee or contractor of the other party pursuant to this Agreement.

6. NOTICE

All notices provided for under this Agreement shall be in writing and shall be sufficient if by email to the contacts set forth above or to such other address as a party may designate to the other party in writing. Each such Notice will be deemed to have been received as of the date emailed if receipt has been electronically confirmed.

If to RI:

Selena Darrow
Rooted In – Executive Director
330 S. Broadway
Green Bay, WI 54303

If to CITY:

Melissa Schmitz
Department of Public Works – Resiliency Coordinator
melissa.schmitz@greenbaywi.gov

7. AMENDMENT AND ASSIGNMENT

No modification, expansion, assignment, or amendment of this Agreement will be of any force or effect unless in writing and signed by the parties hereto.

8. SEVERABILITY

All terms and covenants herein are severable. In the event any single term or covenant is found invalid by an agency or court of competent jurisdiction, this Agreement will be interpreted as if such invalid terms or covenants were not contained herein.

9. CHOICE OF LAW and FORUM

This Agreement will be governed in all respects by, and construed in accordance with, the laws of the State of Wisconsin. The venue of any action hereunder will be in Brown County, Wisconsin.

10. FINAL EXPRESSION

This Agreement is intended by RI and CITY as a final expression of their agreement and as a complete and exclusive statement of its terms. This Agreement supersedes all prior proposals, negotiations, conversations, discussions and agreements among the parties concerning the subject matter hereof.

11. EXCLUDED PARTY LAW.

CITY represents and warrants that neither it nor its subcontractors is excluded from receiving or being a party to any Federal contract or subcontract pursuant to any Federal statute, rule, regulation, executive order or government instruction. CITY shall notify RI of any exclusion or adverse actions or any basis therefore within seven (7) days of its learning of any such exclusion or adverse action or any basis therefore. Ineligibility to participate in any federal health care program is grounds for immediate termination of this Agreement at RI sole discretion.

12. USE OF MARKS.

Neither party will use the other party's name, logos, trademarks, or other marks without that party's written consent for each specific use, except as required by the agreement.

13. COMPLIANCE WITH LAWS.

Each party represents and warrants that it shall comply with all applicable federal and state laws and regulations regarding their respective obligations hereunder.

14. EACH PARTY RESPONSIBLE FOR ITS OWN ACTS.

Each party shall be responsible for its own acts or omissions and for any and all claims, liabilities, injuries, suits, demands, and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by that party or its employees or representatives in the performance or omission of any act or responsibility of that party under this Agreement.

15. WAIVER.

No failure or delay on the part of either party hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. Any waiver granted hereunder must be in writing and signed by the party against whom the waiver is asserted, and shall be valid only in the specific instance in which given.

16. SURVIVAL.

Those provisions of this Agreement which, by their nature, are meant to survive termination shall so survive, and include without limitation provisions related to ownership of marks, governing law and venue.

17. COUNTERPARTS.

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 agree to the terms set forth this Agreement.

CITY OF GREEN BAY

By _____
Eric Genrich, Mayor

Date _____

By _____
Celestine Jeffreys, Clerk

Date _____

RI

By _____

Date _____



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

MEETING DATE

January 29, 2025

PREPARED BY

AGENDA ITEM # E.9

Consideration with possible action on request by Department of Public Works to enter into a Professional Services Agreement with Oneida Nation of Wisconsin. Oneida Nation of Wisconsin will be working with the City of Green Bay's Energize Green Bay campaign on public outreach envisioned by the Clean Energy Green Bay plan.

BACKGROUND

The City of Green Bay was awarded an Urban Sustainability Directors Network Emergent Learning Fund grant in October 2024, this was subsequently accepted by the City Council. The grant requires collaboration with local community-based organizations (CBOs) with a portion of the grant award allocated to them. Oneida Nation of Wisconsin will be working with the City of Green Bay's Energize Green Bay campaign on public outreach envisioned by the Clean Energy Green Bay plan passed by the City Council in December 2023.

RECOMMENDATION

To approve the PSA.

FISCAL IMPACT

The activities encompassed by the PSA will be paid for entirely with grant funding. CBOs will be paid with USDN grant money and any staff time required to coordinate will come from the EECBG grant awarded in 2024.

ATTACHMENTS

None



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

MEETING DATE

January 29, 2025

PREPARED BY

AGENDA ITEM # E.10

Consideration with possible action on request by Department of Public Works to enter into a Professional Services Agreement with Aaron Renier. Aaron Renier will be working with the City of Green Bay's Energize Green Bay campaign on visual artwork and illustration related to public outreach envisioned by the Clean Energy Green Bay plan.

BACKGROUND

The City of Green Bay was awarded an Urban Sustainability Directors Network Emergent Learning Fund grant in October 2024, this was subsequently accepted by the City Council. The grant requires collaboration with local community-based organizations (CBOs) with a portion of the grant award allocated to them. Aaron Renier will be working with the City of Green Bay's Energize Green Bay campaign on visual artwork and illustration related to public outreach envisioned by the Clean Energy Green Bay plan.

RECOMMENDATION

To Approve PSA

FISCAL IMPACT

The activities encompassed by the PSA will be paid for entirely with grant funding. CBOs will be paid with USDN grant money and any staff time required to coordinate will come from the EECBG grant awarded in 2024.

ATTACHMENTS

- I. PSA_RENIER

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN CITY OF GREEN BAY AND CONSULTANT

Project: Energize Green Bay; an electrification
campaign of the City of Green Bay

THIS AGREEMENT is made this ___ day of _____, by and between the City of Green Bay, a municipal corporation of the State of Wisconsin, located in Brown County, Wisconsin, (hereinafter called "City") and Aaron Renier (hereinafter called "Consultant").

NOW, THEREFORE, in consideration of the following terms and conditions, City and Consultant mutually agree as follows:

1. SCOPE OF WORK

Consultant agrees to perform all services and furnish all materials necessary as fully described and specified in the Exhibit A.

2. FEES

Total fees payable to Consultant shall not exceed the amount of **\$2,000 for all services**, materials, equipment, and authorized reimbursable expenses under this Agreement unless an Amendment to Agreement, signed by both parties, approves additional fees in writing. Any such additional fees shall be defined in writing and authorized prior to execution of such work.

3. AMENDMENTS TO AGREEMENT

This Agreement may be amended only by written instrument signed by both parties. If in the reasonable judgment of the City, the scope or nature of the services to be performed by Consultant change or deviate materially from the scope or nature of the services described above, the City may, at its discretion, suspend performance of its services until a written agreement superseding this Agreement and adjusting the scope, schedule, and terms and conditions has been executed. Where additional work is to be completed on a time and expense compensation, charges shall be in accordance with the fee schedule submitted with the Consultant's Proposal.

4. COMPENSATION

City agrees to pay for services provided in accordance with the compensation provisions described in the Consultant's Proposal. Consultant will bill the City, no more than monthly, with net payment due in 30-days from the invoice date. Consultant may, after giving 72-hour notice, suspend service under the Agreement until the City has paid all amounts in full due for services rendered and expenses incurred.

5. INDEMNIFICATION (HOLD HARMLESS) AGREEMENT

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

Consultant will indemnify and hold harmless the City for any claims by reason of its negligent acts, errors or omissions for professional services. The obligation to indemnify and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers and each of them, shall be applicable except to the extent the liability results from the negligence of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

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

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

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

6. INSURANCE

Consultant shall not commence work under this Agreement until it has obtained the insurance required herein. All coverages shall be with insurance carriers licensed and admitted to do business in the State of Wisconsin. All coverages shall be with carriers acceptable to the City. A minimum AM Best Rating of A-VII is required.

It is hereby understood and agreed that the insurance required by the City is primary coverage and that any insurance or self-insurance maintained by the City, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss.

Worker's Compensation and Employers Liability Minimum Requirements as required by Statute: Consultant shall cover or insure under applicable labor laws relating to worker's compensation insurance, all of their employees in accordance with the law in the State of Wisconsin. Consultant shall provide statutory coverage for work related injuries and employer's liability insurance with limits of \$100,000 each accident, \$500,000 disease policy limit and \$100,000 disease each employee.

Liability Insurance: Consultant shall procure and maintain during the life of this Agreement the following Commercial General Liability Insurance and Automobile Liability insurances:

A. PROFESSIONAL LIABILITY (Errors and Omissions)

- (1) Minimum Limits
 - (a) \$2,000,000 each claim/\$3,000,000 annual aggregate
 - (b) Any deductible not to exceed \$25,000 each claim
- (2) Must continue coverage for 3 years after final payment for service/job

B. GENERAL LIABILITY COVERAGE

- (1) Commercial General Liability
 - (a) \$4,000,000 general aggregate
 - (b) \$1,000,000 products - completed operations aggregate
 - (c) \$1,000,000 personal injury and advertising injury
 - (d) \$2,000,000 each occurrence limit
- (2) Claims made form of coverage is not acceptable.

- (3) Insurance must include:
 - (a) Premises and Operations Liability
 - (b) Blanket Contractual Liability including coverage for the joint negligence of the City of Green Bay, its officers, council members, agents, employees, authorized volunteers and the named insured
 - (c) Personal Injury
 - (d) Explosion, collapse and underground coverage
 - (e) Products/Completed Operations
 - (f) Independent Contractors

C. BUSINESS AUTOMOBILE COVERAGE

- (1) Minimum Limits - \$2,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident
- (2) Must cover liability for "Any Auto" - including Owned, Non-Owned and Hired Automobile Liability

Additional Insured: Consultant shall name the City, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers as Additional Insured on the General Liability Coverage. This coverage shall be primary to the Additional Insured, and not contributing with any other insurance or similar protection available to the Additional Insured, whether other available coverage is primary, contributing or excess.

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

Cancellation Notice: All insurances required by this Agreement shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Ten (10) days for Non-Renewal shall be sent to: City of Green Bay; Attn: Risk Management; 100 North Jefferson St.; Green Bay, WI 54301."

Proof of Insurance Coverage: Consultant shall provide to the City, at the time this Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City. If so requested, certified copies of any or all policies shall also be furnished. The Additional Insured Policy endorsement must accompany the Certificate of Insurance. A copy of the Certificate of Insurance must be on file with Risk Management. If no Certificates of Insurance and/or policies are provided to the City upon execution of this Agreement, the Agreement shall be null and void.

Continuation of Coverage: If any of the above coverage expires during the term of this Agreement, the Consultant shall deliver renewal certificates and/or policies to the City at least ten (10) days prior to the expiration date.

7. DISPUTE RESOLUTION

All claims, disputes or any other matters in question between the parties arising out of or relating to this Agreement or breach thereof shall be subject to mediation as a condition precedent to the institution of any legal proceedings by either party. If such claim, dispute or any other matter involves a lien arising out of Consultant's services, Consultant may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

The City and Consultant shall attempt to resolve claims, disputes and other matters in question between them by mediation in accordance with the current Mediation Rules of the American Arbitration Association unless the parties agree otherwise. A request for mediation shall be filed in writing with the other party to this Agreement and, if applicable, the American Arbitration Association.

The parties shall share equally the mediator's and any filing fees. Mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall have the same force and effect as settlements in any court having jurisdiction thereof.

8. SAFETY

Consultant shall comply with all Occupational Safety and Health Administration (OSHA) and State and Local safety and health standards and any other applicable rules and regulations.

Consultant's work or field personnel shall not be responsible for determining or implementing the means, methods, techniques, sequences or procedures of construction. Consultant will not be responsible for evaluating, reporting or effecting job conditions concerning health, safety or welfare, unless specifically requested in writing. Consultant's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with contract documents.

9. OWNERSHIP OF DOCUMENTS

Any reports, specifications, drawings, or other documents prepared by the Consultant in the performance of its obligations under this Agreement shall become the property of the City. All such materials shall be returned to the City upon completion, termination, or cancellation of this Agreement and payment in full of all monies due the Consultant. The Consultant shall not use, willingly allow, or cause such materials to be used for any purpose other than the performance of all Consultant's obligations under this Agreement without the written consent of the City. The City agrees that the Consultant shall not be responsible for any re-use by the City, or by third parties that obtained the documents from or through the City, for purposes other than the original intent of the documents provided by the Consultant.

10. ASSIGNMENT, TRANSFER OR SUBCONTRACTING

The Consultant shall not subcontract, assign or transfer any interest in this Agreement or any payments due hereunder except upon prior written consent of the City. All terms, conditions, covenants and agreements herein shall extend to and be obligatory upon any successors or assigns of Consultant upon the execution of any written consent by the City. Consent shall not be given to any proposed assignment that would release the Consultant of their responsibilities under this Agreement.

13. TERMINATION FOR CONVENIENCE

The City reserves the right to terminate this Agreement, or any part of this Agreement, upon fourteen (14) days written notice. In case of such termination, the Consultant shall be entitled to receive payment from the City for work completed to date in accordance with the terms and conditions of this Agreement.

14. TERMINATION FOR CAUSE

Either party may terminate this Agreement in the event the other party fails to fulfill any of its obligations under this Agreement in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement. Termination of the Agreement is accomplished by the party initiating the termination giving fourteen (14) days written notice to the other party. In case of such termination, the Consultant shall be entitled to receive payment from the City for work completed to date in accordance with the terms and conditions of this Agreement.

15. NO DISCRIMINATION

During the term of this Agreement, the Parties, and the employees, representatives, agents and or volunteers thereof, shall not discriminate against any person based on race, color, creed, religion, sex, national origin, age, ancestry, disability, sexual orientation, gender identity, gender non-conformity, gender expression, transgender status, pregnancy, or marital or parental status.

16. SEVERABILITY

In the event that any section, clause or portion of this Agreement shall be adjudged or decreed to be invalid, the remainder of the Agreement shall remain in full force and not be affected by such judgment.

17. APPLICABLE LAWS

This Agreement shall be governed in all respects by the laws of State of Wisconsin.

18. COMPLIANCE WITH LAWS

Consultant is responsible to see that services and documents furnished by Consultant conform to the applicable laws, rules, regulations, codes, orders, and special requirements, except as may be specifically provided otherwise herein.

19. COUNTERPARTS

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.

20. TIME

This Agreement shall be effective on _____, 2025 (which is the Effective Date of the Agreement).

All schedules are to be strictly met.

SIGNATURES BELOW

THE CITY OF GREEN BAY:

DATED: _____

CONSULTANT :

DATED: _____

By:

Its:

Exhibit A

Aaron Renier is entering into a Professional Services Agreement with the City of Green Bay to perform illustration services for the Energize Green Bay campaign, an electrification initiative of the City of Green Bay.

Aaron Renier agrees to create illustrations related to energy efficiency, clean energy, public health, and related electrification topics. The specific activities of this work will be delineated by a mutually agreed upon design brief developed in collaboration with the City of Green Bay and finalized within a month of the execution of this Professional Services Agreement. The services described in the outreach plan will be completed by May 11th, 2025.



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

MEETING DATE

January 29, 2025

PREPARED BY

AGENDA ITEM # E.II

Consideration with possible action on request by Department of Public Works to enter into a Professional Services Agreement with the Einstein Project. The Einstein Project will be working with the City of Green Bay's Energize Green Bay campaign on projects related to the public outreach envisioned by the Clean Energy Green Bay plan.

BACKGROUND

The City of Green Bay was awarded an Urban Sustainability Directors Network Emergent Learning Fund grant in October 2024, this was subsequently accepted by the City Council. The grant requires collaboration with local community-based organizations (CBOs) with a portion of the grant award allocated to them. The Einstein Project will be working with the City of Green Bay's Energize Green Bay campaign on projects related to the public outreach envisioned by the Clean Energy Green Bay plan passed by the City Council in December 2023.

RECOMMENDATION

To Approve PSA

FISCAL IMPACT

The activities encompassed by the PSA will be paid for entirely with grant funding. CBOs will be paid with USDN grant money and any staff time required to coordinate will come from the EECBG grant awarded in 2024.

ATTACHMENTS

- I. PSA_EINSTEINPROJECT

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN CITY OF GREEN BAY AND CONSULTANT

Project: Energize Green Bay; an electrification
campaign of the City of Green Bay

THIS AGREEMENT is made this ___ day of _____, by and between the City of Green Bay, a municipal corporation of the State of Wisconsin, located in Brown County, Wisconsin, (hereinafter called "City") and Einstein Project (hereinafter called "Consultant").

NOW, THEREFORE, in consideration of the following terms and conditions, City and Consultant mutually agree as follows:

1. SCOPE OF WORK

Consultant agrees to perform all services and furnish all materials necessary as fully described and specified in the Exhibit A.

2. FEES

Total fees payable to Consultant shall not exceed the amount of **\$500 for all services**, materials, equipment, and authorized reimbursable expenses under this Agreement unless an Amendment to Agreement, signed by both parties, approves additional fees in writing. Any such additional fees shall be defined in writing and authorized prior to execution of such work.

3. AMENDMENTS TO AGREEMENT

This Agreement may be amended only by written instrument signed by both parties. If in the reasonable judgment of the City, the scope or nature of the services to be performed by Consultant change or deviate materially from the scope or nature of the services described above, the City may, at its discretion, suspend performance of its services until a written agreement superseding this Agreement and adjusting the scope, schedule, and terms and conditions has been executed. Where additional work is to be completed on a time and expense compensation, charges shall be in accordance with the fee schedule submitted with the Consultant's Proposal.

4. COMPENSATION

City agrees to pay for services provided in accordance with the compensation provisions described in the Consultant's Proposal. Consultant will bill the City, no more than monthly, with net payment due in 30-days from the invoice date. Consultant may, after giving 72-hour notice, suspend service under the Agreement until the City has paid all amounts in full due for services rendered and expenses incurred.

5. INDEMNIFICATION (HOLD HARMLESS) AGREEMENT

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

Consultant will indemnify and hold harmless the City for any claims by reason of its negligent acts, errors or omissions for professional services. The obligation to indemnify and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers and each of them, shall be applicable except to the extent the liability results from the negligence of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

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

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

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

6. INSURANCE

Consultant shall not commence work under this Agreement until it has obtained the insurance required herein. All coverages shall be with insurance carriers licensed and admitted to do business in the State of Wisconsin. All coverages shall be with carriers acceptable to the City. A minimum AM Best Rating of A-VII is required.

It is hereby understood and agreed that the insurance required by the City is primary coverage and that any insurance or self-insurance maintained by the City, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss.

Worker's Compensation and Employers Liability Minimum Requirements as required by Statute: Consultant shall cover or insure under applicable labor laws relating to worker's compensation insurance, all of their employees in accordance with the law in the State of Wisconsin. Consultant shall provide statutory coverage for work related injuries and employer's liability insurance with limits of \$100,000 each accident, \$500,000 disease policy limit and \$100,000 disease each employee.

Liability Insurance: Consultant shall procure and maintain during the life of this Agreement the following Commercial General Liability Insurance and Automobile Liability insurances:

A. PROFESSIONAL LIABILITY (Errors and Omissions)

- (1) Minimum Limits
 - (a) \$2,000,000 each claim/\$3,000,000 annual aggregate
 - (b) Any deductible not to exceed \$25,000 each claim
- (2) Must continue coverage for 3 years after final payment for service/job

B. GENERAL LIABILITY COVERAGE

- (1) Commercial General Liability
 - (a) \$4,000,000 general aggregate
 - (b) \$1,000,000 products - completed operations aggregate
 - (c) \$1,000,000 personal injury and advertising injury
 - (d) \$2,000,000 each occurrence limit
- (2) Claims made form of coverage is not acceptable.

- (3) Insurance must include:
 - (a) Premises and Operations Liability
 - (b) Blanket Contractual Liability including coverage for the joint negligence of the City of Green Bay, its officers, council members, agents, employees, authorized volunteers and the named insured
 - (c) Personal Injury
 - (d) Explosion, collapse and underground coverage
 - (e) Products/Completed Operations
 - (f) Independent Contractors

C. BUSINESS AUTOMOBILE COVERAGE

- (1) Minimum Limits - \$2,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident
- (2) Must cover liability for "Any Auto" - including Owned, Non-Owned and Hired Automobile Liability

Additional Insured: Consultant shall name the City, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers as Additional Insured on the General Liability Coverage. This coverage shall be primary to the Additional Insured, and not contributing with any other insurance or similar protection available to the Additional Insured, whether other available coverage is primary, contributing or excess.

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

Cancellation Notice: All insurances required by this Agreement shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Ten (10) days for Non-Renewal shall be sent to: City of Green Bay; Attn: Risk Management; 100 North Jefferson St.; Green Bay, WI 54301.

Proof of Insurance Coverage: Consultant shall provide to the City, at the time this Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City. If so requested, certified copies of any or all policies shall also be furnished. The Additional Insured Policy endorsement must accompany the Certificate of Insurance. A copy of the Certificate of Insurance must be on file with Risk Management. If no Certificates of Insurance and/or policies are provided to the City upon execution of this Agreement, the Agreement shall be null and void.

Continuation of Coverage: If any of the above coverage expires during the term of this Agreement, the Consultant shall deliver renewal certificates and/or policies to the City at least ten (10) days prior to the expiration date.

7. DISPUTE RESOLUTION

All claims, disputes or any other matters in question between the parties arising out of or relating to this Agreement or breach thereof shall be subject to mediation as a condition precedent to the institution of any legal proceedings by either party. If such claim, dispute or any other matter involves a lien arising out of Consultant's services, Consultant may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

The City and Consultant shall attempt to resolve claims, disputes and other matters in question between them by mediation in accordance with the current Mediation Rules of the American Arbitration Association unless the parties agree otherwise. A request for mediation shall be filed in writing with the other party to this Agreement and, if applicable, the American Arbitration Association.

The parties shall share equally the mediator's and any filing fees. Mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall have the same force and effect as settlements in any court having jurisdiction thereof.

8. SAFETY

Consultant shall comply with all Occupational Safety and Health Administration (OSHA) and State and Local safety and health standards and any other applicable rules and regulations.

Consultant's work or field personnel shall not be responsible for determining or implementing the means, methods, techniques, sequences or procedures of construction. Consultant will not be responsible for evaluating, reporting or effecting job conditions concerning health, safety or welfare, unless specifically requested in writing. Consultant's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with contract documents.

9. OWNERSHIP OF DOCUMENTS

Any reports, specifications, drawings, or other documents prepared by the Consultant in the performance of its obligations under this Agreement shall become the property of the City. All such materials shall be returned to the City upon completion, termination, or cancellation of this Agreement and payment in full of all monies due the Consultant. The Consultant shall not use, willingly allow, or cause such materials to be used for any purpose other than the performance of all Consultant's obligations under this Agreement without the written consent of the City. The City agrees that the Consultant shall not be responsible for any re-use by the City, or by third parties that obtained the documents from or through the City, for purposes other than the original intent of the documents provided by the Consultant.

10. ASSIGNMENT, TRANSFER OR SUBCONTRACTING

The Consultant shall not subcontract, assign or transfer any interest in this Agreement or any payments due hereunder except upon prior written consent of the City. All terms, conditions, covenants and agreements herein shall extend to and be obligatory upon any successors or assigns of Consultant upon the execution of any written consent by the City. Consent shall not be given to any proposed assignment that would release the Consultant of their responsibilities under this Agreement.

13. TERMINATION FOR CONVENIENCE

The City reserves the right to terminate this Agreement, or any part of this Agreement, upon fourteen (14) days written notice. In case of such termination, the Consultant shall be entitled to receive payment from the City for work completed to date in accordance with the terms and conditions of this Agreement.

14. TERMINATION FOR CAUSE

Either party may terminate this Agreement in the event the other party fails to fulfill any of its obligations under this Agreement in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement. Termination of the Agreement is accomplished by the party initiating the termination giving fourteen (14) days written notice to the other party. In case of such termination, the Consultant shall be entitled to receive payment from the City for work completed to date in accordance with the terms and conditions of this Agreement.

15. NO DISCRIMINATION

During the term of this Agreement, the Parties, and the employees, representatives, agents and or volunteers thereof, shall not discriminate against any person based on race, color, creed, religion, sex, national origin, age, ancestry, disability, sexual orientation, gender identity, gender non-conformity, gender expression, transgender status, pregnancy, or marital or parental status.

16. SEVERABILITY

In the event that any section, clause or portion of this Agreement shall be adjudged or decreed to be invalid, the remainder of the Agreement shall remain in full force and not be affected by such judgment.

17. APPLICABLE LAWS

This Agreement shall be governed in all respects by the laws of State of Wisconsin.

18. COMPLIANCE WITH LAWS

Consultant is responsible to see that services and documents furnished by Consultant conform to the applicable laws, rules, regulations, codes, orders, and special requirements, except as may be specifically provided otherwise herein.

19. COUNTERPARTS

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.

20. TIME

This Agreement shall be effective on _____, 2025 (which is the Effective Date of the Agreement).

All schedules are to be strictly met.

SIGNATURES BELOW

THE CITY OF GREEN BAY:

DATED: _____

CONSULTANT :

DATED: _____

By:

Its:

Exhibit A

Einstein Project is entering into a Professional Services Agreement with the City of Green Bay to perform outreach services for the Energize Green Bay campaign, an electrification initiative of the City of Green Bay.

Einstein Project agrees to:

- 1.) Construct a solar powered zoetrope that depicts the history of energy use in Green Bay through animation. The zoetrope will be scaled such that it functions as an “attention-getting” device for tabling events.
- 2.) Construct a cutaway model of a typical Green Bay home that has been fully electrified. The model will serve as a three-dimensional illustration for discussion.
- 3.) Create an experiential take-away project related to clean energy for children.

Work will be in collaboration with the City of Green Bay and finalized within a month of the execution of this Professional Services Agreement. The services described in the outreach plan will be completed by May 11th, 2025.



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

MEETING DATE

January 29, 2025

PREPARED BY

AGENDA ITEM # E.12

Consideration with possible action on request by Department of Public Works to enter into a Professional Services Agreement with We All Rise African American Resource Center. We All Rise will be working with the City of Green Bay's Energize Green Bay campaign on public outreach envisioned by the Clean Energy Green Bay plan.

BACKGROUND

The City of Green Bay was awarded an Urban Sustainability Directors Network Emergent Learning Fund grant in October 2024, this was subsequently accepted by the City Council. The grant requires collaboration with local community-based organizations (CBOs) with a portion of the grant award allocated to them. We All Rise will be working with the City of Green Bay's Energize Green Bay campaign on public outreach envisioned by the Clean Energy Green Bay plan passed by the City Council in December 2023.

RECOMMENDATION

Approve the PSA

FISCAL IMPACT

The activities encompassed by the PSA will be paid for entirely with grant funding. CBOs will be paid with USDN grant money and any staff time required to coordinate will come from the EECBG grant awarded in 2024.

ATTACHMENTS

- I. PSA_We All Rise

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN CITY OF GREEN BAY AND CONSULTANT

Project: Energize Green Bay; an electrification
campaign of the City of Green Bay

THIS AGREEMENT is made this ___ day of _____, by and between the City of Green Bay, a municipal corporation of the State of Wisconsin, located in Brown County, Wisconsin, (hereinafter called "City") and We All Rise African American Resource Center (hereinafter called "Consultant").

NOW, THEREFORE, in consideration of the following terms and conditions, City and Consultant mutually agree as follows:

1. SCOPE OF WORK

Consultant agrees to perform all services and furnish all materials necessary as fully described and specified in the Exhibit A.

2. FEES

Total fees payable to Consultant shall not exceed the amount of **\$5,000 for all services**, materials, equipment, and authorized reimbursable expenses under this Agreement unless an Amendment to Agreement, signed by both parties, approves additional fees in writing. Any such additional fees shall be defined in writing and authorized prior to execution of such work.

3. AMENDMENTS TO AGREEMENT

This Agreement may be amended only by written instrument signed by both parties. If in the reasonable judgment of the City, the scope or nature of the services to be performed by Consultant change or deviate materially from the scope or nature of the services described above, the City may, at its discretion, suspend performance of its services until a written agreement superseding this Agreement and adjusting the scope, schedule, and terms and conditions has been executed. Where additional work is to be completed on a time and expense compensation, charges shall be in accordance with the fee schedule submitted with the Consultant's Proposal.

4. COMPENSATION

City agrees to pay for services provided in accordance with the compensation provisions described in the Consultant's Proposal. Consultant will bill the City, no more than monthly, with net payment due in 30-days from the invoice date. Consultant may, after giving 72-hour notice, suspend service under the Agreement until the City has paid all amounts in full due for services rendered and expenses incurred.

5. INDEMNIFICATION (HOLD HARMLESS) AGREEMENT

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

Consultant will indemnify and hold harmless the City for any claims by reason of its negligent acts, errors or omissions for professional services. The obligation to indemnify and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers and each of them, shall be applicable except to the extent the liability results from the negligence of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

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

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

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

6. INSURANCE

Consultant shall not commence work under this Agreement until it has obtained the insurance required herein. All coverages shall be with insurance carriers licensed and admitted to do business in the State of Wisconsin. All coverages shall be with carriers acceptable to the City. A minimum AM Best Rating of A-VII is required.

It is hereby understood and agreed that the insurance required by the City is primary coverage and that any insurance or self-insurance maintained by the City, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss.

Worker's Compensation and Employers Liability Minimum Requirements as required by Statute: Consultant shall cover or insure under applicable labor laws relating to worker's compensation insurance, all of their employees in accordance with the law in the State of Wisconsin. Consultant shall provide statutory coverage for work related injuries and employer's liability insurance with limits of \$100,000 each accident, \$500,000 disease policy limit and \$100,000 disease each employee.

Liability Insurance: Consultant shall procure and maintain during the life of this Agreement the following Commercial General Liability Insurance and Automobile Liability insurances:

A. PROFESSIONAL LIABILITY (Errors and Omissions)

- (1) Minimum Limits
 - (a) \$2,000,000 each claim/\$3,000,000 annual aggregate
 - (b) Any deductible not to exceed \$25,000 each claim
- (2) Must continue coverage for 3 years after final payment for service/job

B. GENERAL LIABILITY COVERAGE

- (1) Commercial General Liability
 - (a) \$4,000,000 general aggregate
 - (b) \$1,000,000 products - completed operations aggregate
 - (c) \$1,000,000 personal injury and advertising injury
 - (d) \$2,000,000 each occurrence limit
- (2) Claims made form of coverage is not acceptable.

- (3) Insurance must include:
 - (a) Premises and Operations Liability
 - (b) Blanket Contractual Liability including coverage for the joint negligence of the City of Green Bay, its officers, council members, agents, employees, authorized volunteers and the named insured
 - (c) Personal Injury
 - (d) Explosion, collapse and underground coverage
 - (e) Products/Completed Operations
 - (f) Independent Contractors

C. BUSINESS AUTOMOBILE COVERAGE

- (1) Minimum Limits - \$2,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident
- (2) Must cover liability for "Any Auto" - including Owned, Non-Owned and Hired Automobile Liability

Additional Insured: Consultant shall name the City, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers as Additional Insured on the General Liability Coverage. This coverage shall be primary to the Additional Insured, and not contributing with any other insurance or similar protection available to the Additional Insured, whether other available coverage is primary, contributing or excess.

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

Cancellation Notice: All insurances required by this Agreement shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Ten (10) days for Non-Renewal shall be sent to: City of Green Bay; Attn: Risk Management; 100 North Jefferson St.; Green Bay, WI 54301.

Proof of Insurance Coverage: Consultant shall provide to the City, at the time this Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City. If so requested, certified copies of any or all policies shall also be furnished. The Additional Insured Policy endorsement must accompany the Certificate of Insurance. A copy of the Certificate of Insurance must be on file with Risk Management. If no Certificates of Insurance and/or policies are provided to the City upon execution of this Agreement, the Agreement shall be null and void.

Continuation of Coverage: If any of the above coverage expires during the term of this Agreement, the Consultant shall deliver renewal certificates and/or policies to the City at least ten (10) days prior to the expiration date.

7. DISPUTE RESOLUTION

All claims, disputes or any other matters in question between the parties arising out of or relating to this Agreement or breach thereof shall be subject to mediation as a condition precedent to the institution of any legal proceedings by either party. If such claim, dispute or any other matter involves a lien arising out of Consultant's services, Consultant may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

The City and Consultant shall attempt to resolve claims, disputes and other matters in question between them by mediation in accordance with the current Mediation Rules of the American Arbitration Association unless the parties agree otherwise. A request for mediation shall be filed in writing with the other party to this Agreement and, if applicable, the American Arbitration Association.

The parties shall share equally the mediator's and any filing fees. Mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall have the same force and effect as settlements in any court having jurisdiction thereof.

8. SAFETY

Consultant shall comply with all Occupational Safety and Health Administration (OSHA) and State and Local safety and health standards and any other applicable rules and regulations.

Consultant's work or field personnel shall not be responsible for determining or implementing the means, methods, techniques, sequences or procedures of construction. Consultant will not be responsible for evaluating, reporting or effecting job conditions concerning health, safety or welfare, unless specifically requested in writing. Consultant's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with contract documents.

9. OWNERSHIP OF DOCUMENTS

Any reports, specifications, drawings, or other documents prepared by the Consultant in the performance of its obligations under this Agreement shall become the property of the City. All such materials shall be returned to the City upon completion, termination, or cancellation of this Agreement and payment in full of all monies due the Consultant. The Consultant shall not use, willingly allow, or cause such materials to be used for any purpose other than the performance of all Consultant's obligations under this Agreement without the written consent of the City. The City agrees that the Consultant shall not be responsible for any re-use by the City, or by third parties that obtained the documents from or through the City, for purposes other than the original intent of the documents provided by the Consultant.

10. ASSIGNMENT, TRANSFER OR SUBCONTRACTING

The Consultant shall not subcontract, assign or transfer any interest in this Agreement or any payments due hereunder except upon prior written consent of the City. All terms, conditions, covenants and agreements herein shall extend to and be obligatory upon any successors or assigns of Consultant upon the execution of any written consent by the City. Consent shall not be given to any proposed assignment that would release the Consultant of their responsibilities under this Agreement.

13. TERMINATION FOR CONVENIENCE

The City reserves the right to terminate this Agreement, or any part of this Agreement, upon fourteen (14) days written notice. In case of such termination, the Consultant shall be entitled to receive payment from the City for work completed to date in accordance with the terms and conditions of this Agreement.

14. TERMINATION FOR CAUSE

Either party may terminate this Agreement in the event the other party fails to fulfill any of its obligations under this Agreement in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement. Termination of the Agreement is accomplished by the party initiating the termination giving fourteen (14) days written notice to the other party. In case of such termination, the Consultant shall be entitled to receive payment from the City for work completed to date in accordance with the terms and conditions of this Agreement.

15. NO DISCRIMINATION

During the term of this Agreement, the Parties, and the employees, representatives, agents and or volunteers thereof, shall not discriminate against any person based on race, color, creed, religion, sex, national origin, age, ancestry, disability, sexual orientation, gender identity, gender non-conformity, gender expression, transgender status, pregnancy, or marital or parental status.

16. SEVERABILITY

In the event that any section, clause or portion of this Agreement shall be adjudged or decreed to be invalid, the remainder of the Agreement shall remain in full force and not be affected by such judgment.

17. APPLICABLE LAWS

This Agreement shall be governed in all respects by the laws of State of Wisconsin.

18. COMPLIANCE WITH LAWS

Consultant is responsible to see that services and documents furnished by Consultant conform to the applicable laws, rules, regulations, codes, orders, and special requirements, except as may be specifically provided otherwise herein.

19. COUNTERPARTS

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.

20. TIME

This Agreement shall be effective on _____, 2025 (which is the Effective Date of the Agreement).

All schedules are to be strictly met.

SIGNATURES BELOW

THE CITY OF GREEN BAY:

DATED: _____

CONSULTANT :

DATED: _____

By:

Its:

Exhibit A

We All Rise: African American Resource Center Inc. is entering into a Professional Services Agreement with the City of Green Bay to perform outreach services for the Energize Green Bay campaign, an electrification initiative of the City of Green Bay.

As part of the campaign, We All Rise: African American Resource Center Inc. agrees to conduct outreach to the communities they serve related to energy efficiency, clean energy, public health, and related electrification topics. The specific activities of this work will be delineated by a mutually agreed upon outreach plan developed in collaboration with the City of Green Bay and finalized within a month of the execution of this Professional Services Agreement. The services described in the outreach plan will be completed by May 11th, 2025.



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

MEETING DATE

January 29, 2025

PREPARED BY

AGENDA ITEM # E.13

Consideration with possible action on request by Department of Public Works to enter into a Professional Services Agreement with NeighborWorks Green Bay for Project: Energize Green Bay; an electrification campaign of the City of Green Bay.

BACKGROUND

The City of Green Bay was awarded an Urban Sustainability Directors Network Emergent Learning Fund grant in October 2024, this was subsequently accepted by the City Council. The grant requires collaboration with local community-based organizations (CBOs) with a portion of the grant award allocated to them. NeighborWorks will be working with the City of Green Bay's Energize Green Bay campaign on physical and electronic mailings related to public outreach envisioned by the Clean Energy Green Bay plan passed by the City Council in December 2023.

RECOMMENDATION

To Approve PSA

FISCAL IMPACT

The activities encompassed by the PSA will be paid for entirely with grant funding. CBOs will be paid with USDN grant money and any staff time required to coordinate will come from the EECBG grant awarded in 2024.

ATTACHMENTS

- I. PSA_NWGB

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN CITY OF GREEN BAY AND CONSULTANT

Project: Energize Green Bay; an electrification
campaign of the City of Green Bay

THIS AGREEMENT is made this ___ day of _____, by and between the City of Green Bay, a municipal corporation of the State of Wisconsin, located in Brown County, Wisconsin, (hereinafter called "City") and NeighborWorks Green Bay hereinafter called "Consultant").

NOW, THEREFORE, in consideration of the following terms and conditions, City and Consultant mutually agree as follows:

1. SCOPE OF WORK

Consultant agrees to perform all services and furnish all materials necessary as fully described and specified in the Exhibit A.

2. FEES

Total fees payable to Consultant shall not exceed the amount of **\$2,100 for all services**, materials, equipment, and authorized reimbursable expenses under this Agreement unless an Amendment to Agreement, signed by both parties, approves additional fees in writing. Any such additional fees shall be defined in writing and authorized prior to execution of such work.

3. AMENDMENTS TO AGREEMENT

This Agreement may be amended only by written instrument signed by both parties. If in the reasonable judgment of the City, the scope or nature of the services to be performed by Consultant change or deviate materially from the scope or nature of the services described above, the City may, at its discretion, suspend performance of its services until a written agreement superseding this Agreement and adjusting the scope, schedule, and terms and conditions has been executed. Where additional work is to be completed on a time and expense compensation, charges shall be in accordance with the fee schedule submitted with the Consultant's Proposal.

4. COMPENSATION

City agrees to pay for services provided in accordance with the compensation provisions described in the Consultant's Proposal. Consultant will bill the City, no more than monthly, with net payment due in 30-days from the invoice date. Consultant may, after giving 72-hour notice, suspend service under the Agreement until the City has paid all amounts in full due for services rendered and expenses incurred.

5. INDEMNIFICATION (HOLD HARMLESS) AGREEMENT

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

Consultant will indemnify and hold harmless the City for any claims by reason of its negligent acts, errors or omissions for professional services. The obligation to indemnify and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers and each of them, shall be applicable except to the extent the liability results from the negligence of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

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

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

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

6. INSURANCE

Consultant shall not commence work under this Agreement until it has obtained the insurance required herein. All coverages shall be with insurance carriers licensed and admitted to do business in the State of Wisconsin. All coverages shall be with carriers acceptable to the City. A minimum AM Best Rating of A-VII is required.

It is hereby understood and agreed that the insurance required by the City is primary coverage and that any insurance or self-insurance maintained by the City, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss.

Worker's Compensation and Employers Liability Minimum Requirements as required by Statute: Consultant shall cover or insure under applicable labor laws relating to worker's compensation insurance, all of their employees in accordance with the law in the State of Wisconsin. Consultant shall provide statutory coverage for work related injuries and employer's liability insurance with limits of \$100,000 each accident, \$500,000 disease policy limit and \$100,000 disease each employee.

Liability Insurance: Consultant shall procure and maintain during the life of this Agreement the following Commercial General Liability Insurance and Automobile Liability insurances:

A. PROFESSIONAL LIABILITY (Errors and Omissions)

- (1) Minimum Limits
 - (a) \$2,000,000 each claim/\$3,000,000 annual aggregate
 - (b) Any deductible not to exceed \$25,000 each claim
- (2) Must continue coverage for 3 years after final payment for service/job

B. GENERAL LIABILITY COVERAGE

- (1) Commercial General Liability
 - (a) \$4,000,000 general aggregate
 - (b) \$1,000,000 products - completed operations aggregate
 - (c) \$1,000,000 personal injury and advertising injury
 - (d) \$2,000,000 each occurrence limit
- (2) Claims made form of coverage is not acceptable.

- (3) Insurance must include:
 - (a) Premises and Operations Liability
 - (b) Blanket Contractual Liability including coverage for the joint negligence of the City of Green Bay, its officers, council members, agents, employees, authorized volunteers and the named insured
 - (c) Personal Injury
 - (d) Explosion, collapse and underground coverage
 - (e) Products/Completed Operations
 - (f) Independent Contractors

C. BUSINESS AUTOMOBILE COVERAGE

- (1) Minimum Limits - \$2,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident
- (2) Must cover liability for "Any Auto" - including Owned, Non-Owned and Hired Automobile Liability

Additional Insured: Consultant shall name the City, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers as Additional Insured on the General Liability Coverage. This coverage shall be primary to the Additional Insured, and not contributing with any other insurance or similar protection available to the Additional Insured, whether other available coverage is primary, contributing or excess.

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

Cancellation Notice: All insurances required by this Agreement shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Ten (10) days for Non-Renewal shall be sent to: City of Green Bay; Attn: Risk Management; 100 North Jefferson St.; Green Bay, WI 54301.

Proof of Insurance Coverage: Consultant shall provide to the City, at the time this Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City. If so requested, certified copies of any or all policies shall also be furnished. The Additional Insured Policy endorsement must accompany the Certificate of Insurance. A copy of the Certificate of Insurance must be on file with Risk Management. If no Certificates of Insurance and/or policies are provided to the City upon execution of this Agreement, the Agreement shall be null and void.

Continuation of Coverage: If any of the above coverage expires during the term of this Agreement, the Consultant shall deliver renewal certificates and/or policies to the City at least ten (10) days prior to the expiration date.

7. DISPUTE RESOLUTION

All claims, disputes or any other matters in question between the parties arising out of or relating to this Agreement or breach thereof shall be subject to mediation as a condition precedent to the institution of any legal proceedings by either party. If such claim, dispute or any other matter involves a lien arising out of Consultant's services, Consultant may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

The City and Consultant shall attempt to resolve claims, disputes and other matters in question between them by mediation in accordance with the current Mediation Rules of the American Arbitration Association unless the parties agree otherwise. A request for mediation shall be filed in writing with the other party to this Agreement and, if applicable, the American Arbitration Association.

The parties shall share equally the mediator's and any filing fees. Mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall have the same force and effect as settlements in any court having jurisdiction thereof.

8. SAFETY

Consultant shall comply with all Occupational Safety and Health Administration (OSHA) and State and Local safety and health standards and any other applicable rules and regulations.

Consultant's work or field personnel shall not be responsible for determining or implementing the means, methods, techniques, sequences or procedures of construction. Consultant will not be responsible for evaluating, reporting or effecting job conditions concerning health, safety or welfare, unless specifically requested in writing. Consultant's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with contract documents.

9. OWNERSHIP OF DOCUMENTS

Any reports, specifications, drawings, or other documents prepared by the Consultant in the performance of its obligations under this Agreement shall become the property of the City. All such materials shall be returned to the City upon completion, termination, or cancellation of this Agreement and payment in full of all monies due the Consultant. The Consultant shall not use, willingly allow, or cause such materials to be used for any purpose other than the performance of all Consultant's obligations under this Agreement without the written consent of the City. The City agrees that the Consultant shall not be responsible for any re-use by the City, or by third parties that obtained the documents from or through the City, for purposes other than the original intent of the documents provided by the Consultant.

10. ASSIGNMENT, TRANSFER OR SUBCONTRACTING

The Consultant shall not subcontract, assign or transfer any interest in this Agreement or any payments due hereunder except upon prior written consent of the City. All terms, conditions, covenants and agreements herein shall extend to and be obligatory upon any successors or assigns of Consultant upon the execution of any written consent by the City. Consent shall not be given to any proposed assignment that would release the Consultant of their responsibilities under this Agreement.

13. TERMINATION FOR CONVENIENCE

The City reserves the right to terminate this Agreement, or any part of this Agreement, upon fourteen (14) days written notice. In case of such termination, the Consultant shall be entitled to receive payment from the City for work completed to date in accordance with the terms and conditions of this Agreement.

14. TERMINATION FOR CAUSE

Either party may terminate this Agreement in the event the other party fails to fulfill any of its obligations under this Agreement in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement. Termination of the Agreement is accomplished by the party initiating the termination giving fourteen (14) days written notice to the other party. In case of such termination, the Consultant shall be entitled to receive payment from the City for work completed to date in accordance with the terms and conditions of this Agreement.

15. NO DISCRIMINATION

During the term of this Agreement, the Parties, and the employees, representatives, agents and or volunteers thereof, shall not discriminate against any person based on race, color, creed, religion, sex, national origin, age, ancestry, disability, sexual orientation, gender identity, gender non-conformity, gender expression, transgender status, pregnancy, or marital or parental status.

16. SEVERABILITY

In the event that any section, clause or portion of this Agreement shall be adjudged or decreed to be invalid, the remainder of the Agreement shall remain in full force and not be affected by such judgment.

17. APPLICABLE LAWS

This Agreement shall be governed in all respects by the laws of State of Wisconsin.

18. COMPLIANCE WITH LAWS

Consultant is responsible to see that services and documents furnished by Consultant conform to the applicable laws, rules, regulations, codes, orders, and special requirements, except as may be specifically provided otherwise herein.

19. COUNTERPARTS

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.

20. TIME

This Agreement shall be effective on _____, 2025 (which is the Effective Date of the Agreement).

All schedules are to be strictly met.

SIGNATURES BELOW

THE CITY OF GREEN BAY:

DATED: _____

CONSULTANT :

DATED: _____

By:

Its:

Exhibit A

NeighborWorks Green Bay (NWGB) is entering into a Professional Services Agreement with the City of Green Bay to perform outreach services for the Energize Green Bay campaign, an electrification initiative of the City of Green Bay.

NWGB agrees to conduct public outreach to the communities they serve related to energy efficiency, clean energy, public health, and related electrification topics. The specific scope of this outreach includes:

- 1.) A postal mailing to their client base.
- 2.) An email campaign on behalf of Energize Green Bay.

These activities will be developed in collaboration with the City of Green Bay and finalized within a month of the execution of this Professional Services Agreement. The services described will be completed by May 11th, 2025.



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

MEETING DATE

January 29, 2025

PREPARED BY**AGENDA ITEM # E.14**

Consideration with possible action to approve the Department of Public Works to enter into an agreement with Wisconsin Department of Natural Resources (WDNR) for the implementation of the Fox River Area of Concern (AOC) Tank Farm Marsh project and to enter into a professional services agreement with GEI Consultants, Inc. to perform the construction oversight in the amount of \$225,000.

BACKGROUND

The City has been working with WDNR and GEI since 2022 to complete the design of the Tank Farm Marsh project. This phase of the project is for implementation, including construction of the marsh and subsequent maintenance and monitoring through March 31, 2029. The project is funded by grants from the U.S. Environmental Protection Agency through WDNR.

RECOMMENDATION

To approve the Director of Public Works to enter into the agreement with WDNR for the implementation for the Fox River Area of Concern (AOC) Tank Farm Marsh project and approval to enter into a professional services agreement with GEI Consultants, Inc. to perform the construction oversight services over a 5-year period for the amount of \$225,000.

FISCAL IMPACT

The City will provide in-kind services to administer the project. GEI's services will be reimbursed by WDNR in accordance with the grant agreement.

ATTACHMENTS

1. Exhibit A-Grant Conditions GL00E03775
2. Exhibit B-Supplemental conditions for Implementation Projects using Federal Funds with BABA signage requirements
3. Tank Farm Marsh SOW Final
4. Aid Agreement_Green Bay_TankFarm Draft
5. Appendix I_TankFarmMarsh_Final Design Report_Reduced
6. City of Green Bay_Tank Farm Marsh Phase 2 Proposal_Rev I

EXHIBIT A

EPA TERMS AND CONDITIONS

GLRI GRANT GL-00E03775

Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2023-or-later>.

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

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

A. Correspondence Condition

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

- Federal Financial Reports (SF-425): rtpfc-grants@epa.gov and lobato.mauricio@epa.gov
- MBE/WBE reports (EPA Form 5700-52A): region5closeouts@epa.gov and **Mauricio Lobato at lobato.mauricio@epa.gov**
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: **Jennifer Conner at conner.jennifer@epa.gov and Mauricio Lobato at lobato.mauricio@epa.gov**
- Payment requests (if applicable): **Jennifer Conner at conner.jennifer@epa.gov**
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: **Jennifer Conner at conner.jennifer@epa.gov**

B. Pre-award Costs

In accordance with 2 CFR 1500.9, the grantee may charge pre-award costs (both Federal and non-Federal matching shares) incurred from **7/1/2024** to the actual award date provided that such costs were contained in the approved application and all costs are incurred within the approved budget period.

Programmatic Conditions

GLRI Programmatic Terms and Conditions (updated 01/09/2024)

A. Performance Reporting and Final Performance Report

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

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

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

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

Number – Measure of Progress

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

1.1.2 – Beneficial Use Impairments removed in Areas of Concern.

(b) Object Class Category changes;

(c) Corrective actions;

(d) Projected new work;

(e) Percent completion of scheduled work;

(f) Percent of budgeted amounts spent;

- (g) Any change in principal investigator;
- (h) Any change needed in project period,
- (i) Date and amount of latest drawdown request; and
- (j) Delays or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the assistance agreement workplan.

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

2. Final Report: The Final Report shall incorporate all proposed project outputs and outcomes and summarize the nature and extent of the project, methodologies employed, significant events and experiences, a compilation of the data collected, and results achieved. Results shall include the cumulative results achieved during the project period for all proposed outputs and outcomes, including but not limited to all applicable GLRI Action Plan III measures described in element 1 of the Semiannual Progress Report condition above, all outputs and outcomes related to environmental justice or climate resiliency metrics and outreach, education, and stakeholder engagement. The final report shall also include analysis of the data, conclusions, and recommendations. The final report shall incorporate photo documentation of the project and environmental progress under the project at appropriate phases, and appropriate illustrations, diagrams, charts, graphs, and maps to express the data and findings. In order for the report writing costs to be eligible under the award, they must be incurred before the project end date.

Electronic versions of the **Final Report shall be submitted no later than 120 days after the end of the project period.** All work products shall carry attribution to the U.S. EPA Great Lakes Restoration Initiative for funding assistance and should also acknowledge significant contributions by others. If applicable, the Final Report shall include:

A database (Excel or similar format) of field and laboratory data including but not limited to latitude-longitude, date, time, field observations, parameter data, laboratory analysis, QA duplicates/replicates

Model files including input-output data, model code, model output, and peripheral and post-processing utilities.

3. Subaward Performance Reporting:

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

- I. Summaries of results of reviews of financial and programmatic reports.
- II. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.

III. Environmental results the subrecipient achieved.

IV. Summaries of audit findings and related pass-through entity management decisions.

V. Actions the pass-through entity has taken to correct deficiencies such as those specified at [2 CFR 200.332\(e\)](#), [2 CFR 200.208](#) and the [2 CFR 200.339](#) Remedies for Noncompliance.

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

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

B. Cybersecurity Condition

State Grant Cybersecurity

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

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

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

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

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

C. Requesting Travel Costs

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

1. Travel Narrative

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

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

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

D. Signage Required

1. Signage Requirements

The recipient is required to place a sign at construction sites supported under this award displaying the EPA logo in a manner that informs the public that the project is funded in part or wholly by the EPA. The sign must be placed in a visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

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

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

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

2. Public or Media Events

The Recipient agrees to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction projects as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

E. Health, Safety, and Environmental Compliance

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

F. Management Practice

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

G. Disposition of Wastes

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

H. Timely Fiscal Expenditures

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

I. QUALITY ASSURANCE

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

Quality Assurance System

1. Scope:

Quality assurance (QA) applies to all agreements that involve environmental data operations, including

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

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

Authorities, in accordance with:

2 CFR 1500.12;

40 CFR 35;

[Policy and Program Requirements for the Mandatory Agency-wide Quality System, May 2000 CIO 2105.0](#);

[EPA Quality Manual for Environmental Programs, May 2000 CIO 2105-P-01-0](#);

[EPA Quality Management Plan \(QMP\) Standard](#);

[EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans](#); and

and as described by the [Office of Grants and Debarment Quality Assurance Requirements](#)

2. Communications:

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

3. GLRI Quality Documentation Requirements:

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

The recipient agrees to ensure that no environmental data collection, production, or use occurs without

QAPP approval by the EPA authorized reviewer except under circumstances requiring immediate action to protect human health and the environment or operations conducted under police powers. When substantive change is warranted, the recipient must modify the QAPP and submit the revision for EPA approval. Only after the revision has been received and approved shall the change be implemented.

Additionally, the recipient agrees to submit previously EPA-approved QAPPs proposed to ensure the collected, produced, evaluated, or used environmental information is of known and documented quality for the intended use(s). The EPA Quality Assurance Manager or designee (hereafter referred to as QAM) will notify the recipient and EPA Project Officer (PO) in writing if the previously EPA-approved QAPP is acceptable for this agreement.

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

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

J. NATIONAL HISTORIC PRESERVATION ACT

Pursuant to 36 C.F.R. § 800.2(c)(4), EPA has authorized all assistance agreement recipients and applicants to initiate and carry out consultation under National Historic Preservation Act (NHPA) Section 106, 54 U.S.C. § 306108 on behalf of EPA, for all grants, cooperative agreements, interagency agreements, and other projects under GLNPO's purview, including but not limited to the Great Lakes Restoration Initiative (GLRI), 33 U.S.C. § 1268, and applicable appropriations acts and/or implementing regulations. EPA does not delegate its Tribal consultation responsibilities and will work with the recipient to carry out the appropriate actions.

While all assistance agreement recipients and applicants are authorized to initiate Section 106 consultation on behalf of EPA, EPA retains legal responsibility for findings and determinations required under the Section 106 process. In addition, when applicable, EPA will consult directly under Section 106 with Indian Tribes and Native Hawaiian organizations, pursuant to 36 C.F.R. §§ 800.2(c)(2)(ii).

Prior to conducting or engaging in any on-site activity with the potential to impact historic properties, the grantee shall consult with an EPA Project Officer/Focus Area Lead regarding potential applicability of the National Historic Preservation Act and, if applicable, shall assist EPA in complying with any requirements of the Act and implementing regulations.

K. Geospatial Data

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at <https://www.fgdc.gov/>

Location information (address information, latitude and longitude values, coverage, geospatial metadata, and other coordinate information) shall be reported for all areas of interest in this agreement (ex: sampling sites/areas, restoration sites/areas, etc.). All reports and supplemental data, text, and graphics shall be submitted to the EPA Project Officer in digital format as follows:

[a] Original electronic copy on CD or Email Attachments. Macintosh and Windows are acceptable. All major word processing and desktop publishing formats are acceptable. Digital graphics should be submitted in their original form. Any special fonts used within the document should also be provided, **OR** [b] Hypertext markup language, (HTML) **OR** [c] "PDF" version.

Contact Kenneth Klewin (klewin.kenneth@epa.gov, (312) 886-4794) with questions. All data, including geospatial data should be collected, acquired, processed, documented, stored, accessed, maintained, and retired through the use of complete, consistent, and integrated metadata.

M. Competency Policy

Competency of Organizations Generating Environmental Measurement Data

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

N. Aggregated Project Grants

Recipient financial reports for Aggregated Project Grants must include an aggregated summary for the aggregated projects by budget object class. Programmatic progress reports shall include (i) a summary table displaying both the individual projects, by budget object class, and the aggregated total and (ii) discrete reports of progress for each individual project.

Exhibit B

Supplemental Conditions for Construction Projects using Federal Funds

For the purpose of this exhibit:

Non-Federal entities that enter into contracts with contractors are considered "Contracting Agencies"
Contracting agencies may be EPA grant recipients or subrecipients.

EPA defines construction in 40 CFR 33.103: Construction means erection, alteration, or repair (including dredging, excavating, and painting) of buildings, structures, or other improvements to real property, and activities in response to a release or a threat of a release of a hazardous substance into the environment, or activities to prevent the introduction of a hazardous substance into a water supply.

B.1 Equal Employment Opportunity (41 CFR Part 60)

The Contractor/Contracting Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action 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 contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor/Contracting Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the Contractor/Contracting Agency so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor/Contracting Agency agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor/Contracting Agency further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor/Contracting Agency agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Contractor/Contracting Agency under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor/Contracting Agency; and refer the case to the Department of Justice for appropriate legal proceedings.

B2. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) and (29 CFR Part 5) and Contract and Work Hours Safety Standards Act (40 U.S.C. 3701-3708)

The Contractor/Contracting Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, in excess of \$2,000 a provision for compliance with the Davis-Bacon Act. The Contractor/Contracting Agency must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Contractor/Contracting Agency entity must report all suspected or reported violations to the Wisconsin Department of Natural Resources.

Contract Work Hours and Safety Standards Act. The Contractor/Contracting Agency shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by [29 CFR Part 5.5a](#) or [29 CFR Part 4.6](#). As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$29 for each calendar day on which

such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

In addition to these clauses, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in [29 CFR Part 5.1](#), contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

These records must be maintained and shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Wisconsin Department of Natural Resources and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

B3. The Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#))

The Contractor/Contracting Agency hereby agrees that it will comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Contractor/Contracting Agency must report all suspected or reported violations to the Federal awarding agency.

B4. Clean Air Act ([42 U.S.C. 7401-7671q.](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended

The Contractor/Contracting Agency hereby agrees that contracts and subgrants of amounts in excess of \$150,000 will comply with all applicable standards, orders or regulations issued pursuant to the Clean

Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

B5. Debarment and Suspension (Executive Orders 12549 and 12689)

The Contractor/Contracting Agency hereby agrees that contracts must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

B6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Contractor/Contracting Agency hereby agrees that contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

B6. Contracting with small and minority business, women's business enterprises, and labor surplus area firms (2 CFR 200.321)

The Contractor/Contracting Agency must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

B7. Domestic Preference (2 CFR 200.322)

As appropriate and to the extent consistent with law, the Contractor/Contracting Agency should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all contracts and purchase orders for work or products under this award.

For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

B8. American Iron and Steel and Build America, Buy America

The Contractor/Contracting Agency agrees to comply with all federal requirements applicable to the assistance received (including those imposed by the Infrastructure Investment and Jobs Act (“IIJA”), Public Law No. 117-58) which the Contractor/Contracting Agency understands includes, but is not limited to, the following requirements: that all of the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States (“Build America, Buy America Requirements”) unless the Contractor/Contracting Agency has requested and obtained a waiver from the cognizant Agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or all of the contributing Agencies have otherwise advised the Contractor/Contracting Agency in writing that the Build America, Buy America Requirements are not applicable to the Project.

Comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and/or a state), such as performance indicators of program deliverables, information on costs and project progress. The Contractor/Contracting Agency understands that each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and failure to comply with the applicable legal requirements and this Agreement may result in a default hereunder that results in a repayment of the assistance agreement in advance of the maturity of the Bonds, termination and/or repayment of grants, cooperative agreements, direct assistance or other types of financial assistance, and/or other remedial actions. The Contractor/Contracting Agency must include a clause requiring compliance with BABA requirements in all construction contracts.

B9. Bipartisan Infrastructure Law Signage

The Contractor/Contracting Agency agrees to comply with all signage requirements as described in the Investing in America Signage Packet attached.

Investing in America Signage Packet

This packet is designed to help projects that are required to comply with the Investing in America Signage requirement design a compliant and customized sign.

The packet contains four elements:

- Investing in America Term and Condition
- White House Investing in America Signage Guidelines
- EPA Logo Guidance
- DNR Logo Guidance

Investing in America Signage Required Term and Condition

1. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

2. Public or Media Events

EPA encourages the recipient to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction projects as a result of this agreement and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days’ notice.

The White House's Investing in America Signage Guidelines

The Investing in America Signage Guidelines details what is required on the signs and examples of compliant signs.

To download the Investing in America logo, go to <https://www.epa.gov/invest/investing-america-signage>. Scroll down to the Bipartisan Infrastructure Law Signs section.

INVESTING IN AMERICA

Investing In America Signage Guidelines

The Bipartisan Infrastructure Law

The CHIPS and Science Act

The Inflation Reduction Act

The American Rescue Plan



Guidelines for Logo Applications

The purpose of this document is to provide general guidelines for signs displayed at project sites for projects funded under the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), the CHIPS and Science Act, the Inflation Reduction Act, the American Rescue Plan, and other Federally-funded projects as appropriate. The first part of this document pertains to signs for Federally-funded projects that are not installed in the highway right-of-way. For highway signage guidance that is MUTCD compliant please see pages 13 and 14. For all other signs please start here. This document provides information about the Investing In America logo mark as well as how logos, marks and seals of states, cities, and counties can be incorporated into signage. Logos of contractors are not permitted on the signage. When logos are included in signage, the placement should conform to these brand guidelines.

Variations and Usage

There is one approved mark associated with the Investing In America logo. To preserve the integrity of the Investing In America logo mark, make sure to apply them correctly. Altering, distorting, or recreating the ‘marks’ in any way weakens the power of the image and what it represents. Layout and design of signs and communication materials will vary, so care must be taken when applying the logo mark.

Primary Logo Mark



Colors

The colors, graphics, and fonts used should conform to graphic standards.

COLOR	CMYK	RGB	HEX	PMS
 Blue	83, 48, 0, 48	22 / 68 / 132	#164484	PMS 7687 C
 Red	0, 100, 81, 0	255 / 0 / 49	#FF0031	PMS 185 C
 White	2, 2, 0, 3	242 / 244 / 248	#F2F4F8	Bright White

Logos



White background: logo in red and blue

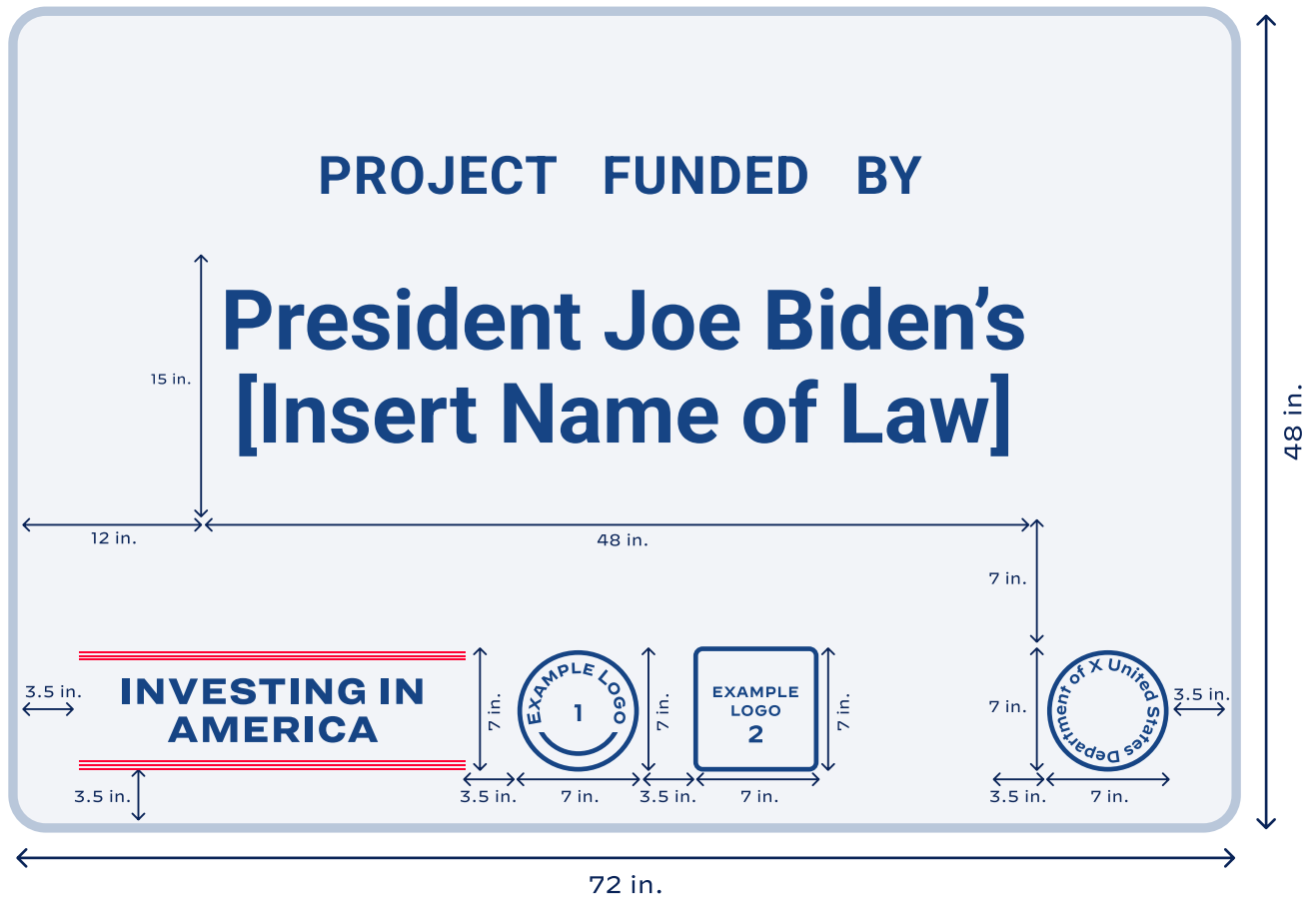


Gray background: logo in red and blue



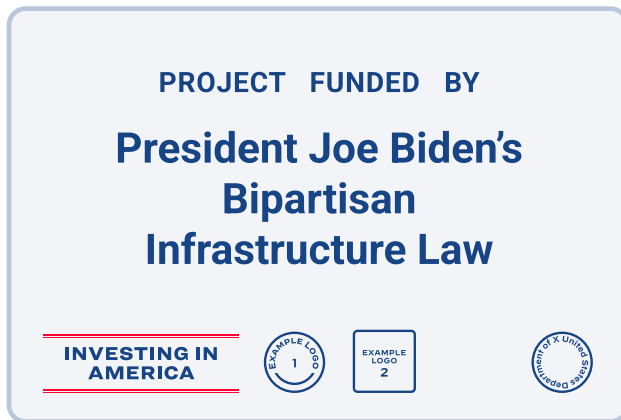
Blue background: logo in all white

Investing In America General Guidelines for Logo Applications



Sign Colors

1. The Bipartisan Infrastructure Law



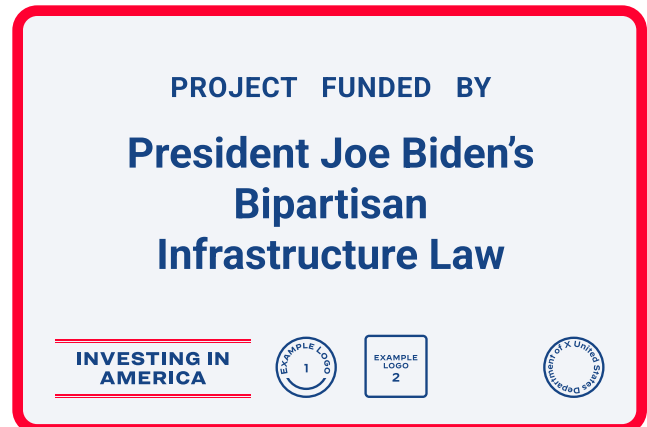
White



Gray



Blue



Red Border

State, City, and County Logo Variations



Square or Circular State Logo: 7x7 in.

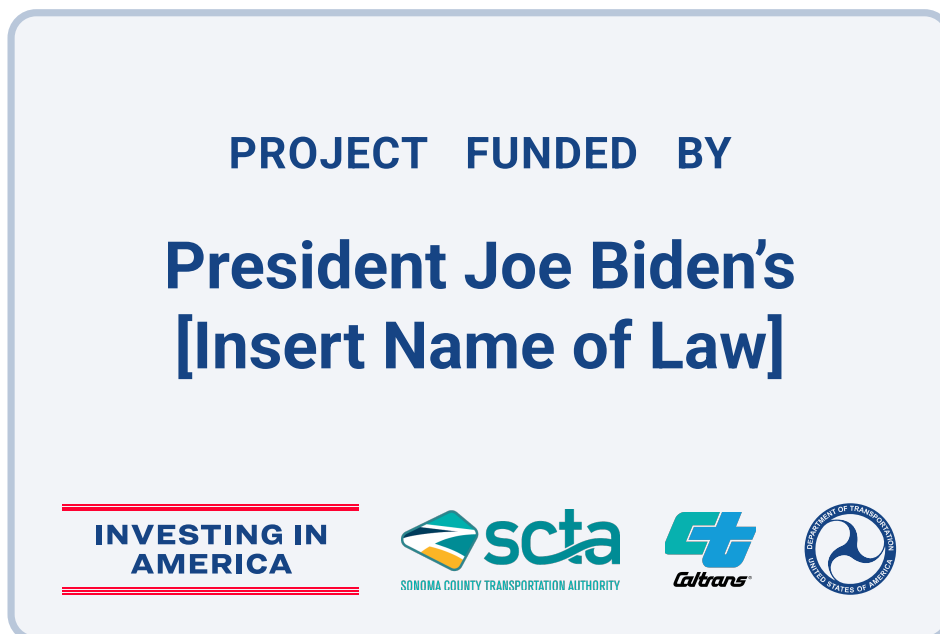


Rectangular or Oval State Logo: **not** to exceed 17.5 x 7 in.

3 Logo Samples



Circular City Logo 7 x 7 in. State rectangular logo should **not** exceed 17.5 x 7 in.



Rectangular State Logo: **not** to exceed 17.5 x 7 in.

2 Logo Samples

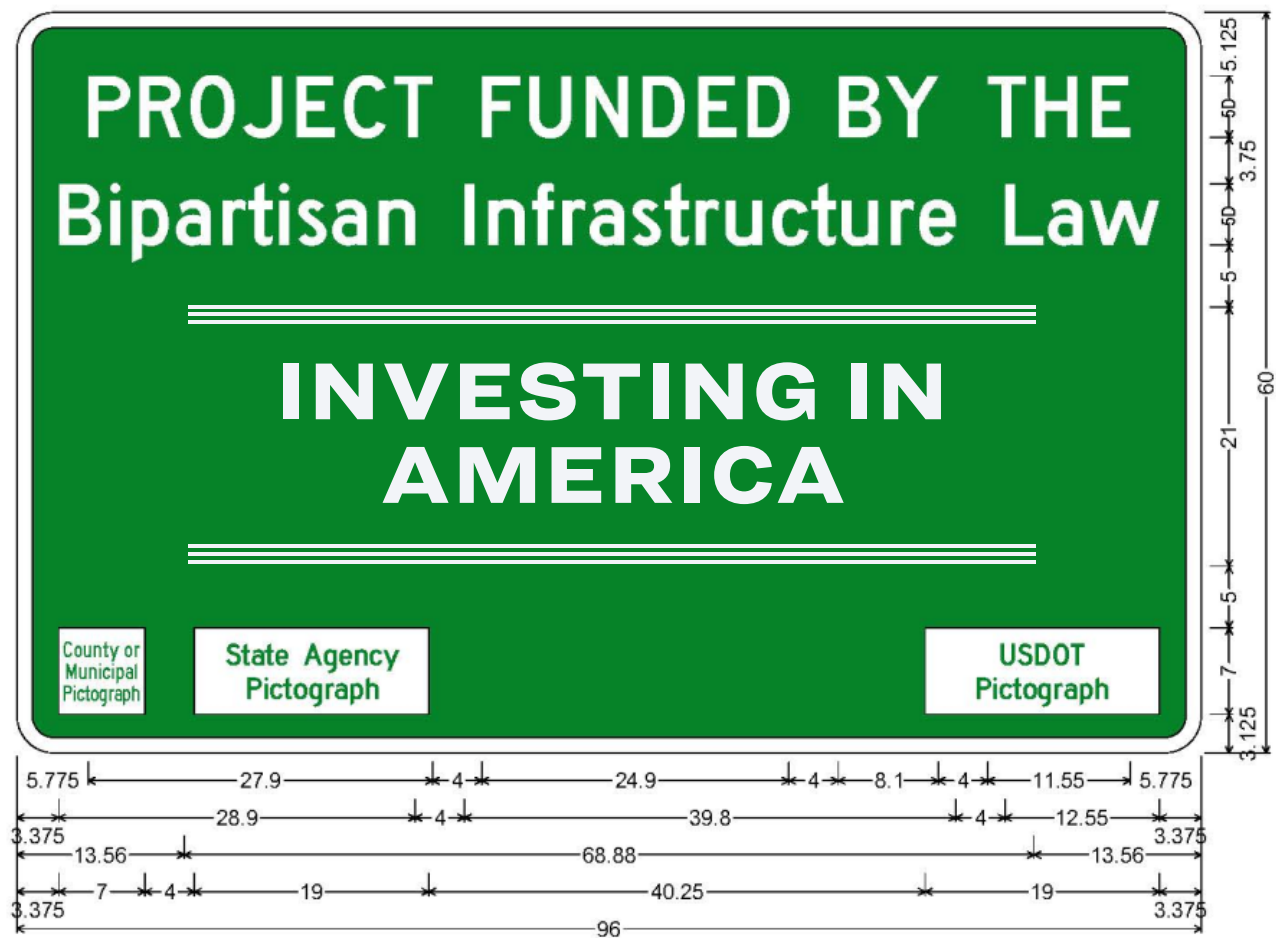


Circular State Logo: 7 x 7 in.

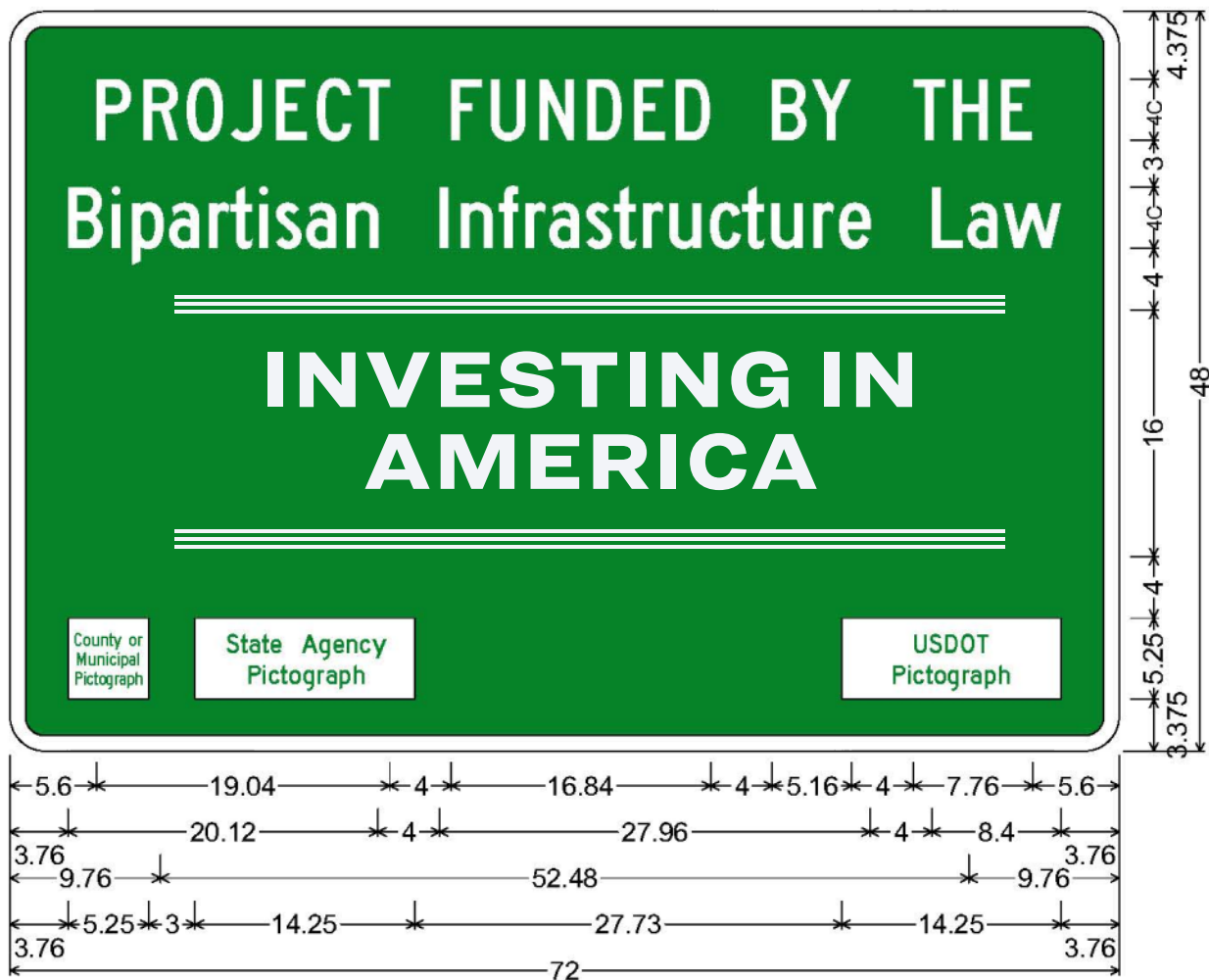


Rectangular State Logo: **not** to exceed 17.5 x 7 in.

Rules for Highway Right of Way Signage 8 Feet



Rules for Highway Right of Way Signage 6 Feet



EPA Logo Guidance

Go to <https://www.epa.gov/aboutepa/using-epa-seal-and-logo> to download EPA logos and find more guidance. When downloading the logos at the bottom of the page, it will prompt you for login information.

Username: epa

Password: graphics

As described on the next page, the EPA logo is the preferred identifier for signage purposes, in part because use of the EPA seal requires prior approval from the EPA. In the example signs above, the EPA logo would replace the U.S. Department of Transportation FTA logo.

DNR Logo Guidance

Go to <https://widnr.widencollective.com/c/6shglmrX> to download DNR logos. Generally, the DNR Primary logo should be used on the sign.

LOGO

Primary Logo

The Primary logo consists of three green trees, blue sky and water, white clouds and lettering, a red W and black land and borders.

If monochrome printing is necessary, use one of the single -color versions. Use the all-black version over lighter backgrounds or the reverse all-white logo over dark backgrounds.



Alternate Applications



Social Media
Avatars

Website and GovDelivery



WISCONSIN
DEPARTMENT OF
NATURAL RESOURCES



Small Web
Applications



DNR Business
Cards

Logo Colors



Rich Black
#030000
C=40 M=50 Y=60 K=100



Pantone 185 C
#EF3E42
C=0 M=91 Y=76 K=0



Pantone 305 C
#5CCAE8
C=56 M=0 Y=6 K=0



Pantone 347 C
#009A66
C=100 M=00 Y=76 K=9

Logo Guidelines



Do not use
shadows,
strokes or
effects.



Do not stretch,
skew or rotate
the logo.



Do Not Recolor
the logo



Do not alter
the size, font
or, relationship
of the text.



Do not use the
circular logo
in one color.

Scope of Work

Wisconsin DNR Office of the Great Waters

Project Title: Tank Farm Marsh Implementation, Maintenance and Monitoring

AOC(s): Lower Green Bay & Fox River

Project Applicant:

Steve Grenier, Director of Public Works, City of Green Bay
100 N. Jefferson St., Green Bay, WI 54301
(920) 448-3907
Steven.Grenier@greenbaywi.gov
UEI: ZCUZDCHFP7C6

WDNR Project Manager:

Brie Kupsky, Green Bay Program Coordinator
2984 Shawano Ave., Green Bay, WI 54313
(920) 838-5312
Brianna.Kupsky@wisconsin.gov

Project Location:

Green Bay, WI Brown County, 54301, 8th Congressional District



Project Background/Rationale:

In 2021, DNR and the City of Green Bay jointly submitted a GLRI and Fox River Natural Resource Damage Assessment (NRDA) proposal to support planning and design services for this project, and selected GEI Consultants Inc. (GEI) through a competitive bid process in 2022. GEI completed a final design report and other deliverables in October 2023 that reflects objectives developed by the Project Management Team (PMT), Project Technical Team (PTT) and Technical Advisory Committee (TAC).

The primary project objectives/scope were developed through a combination of historical information, input from key experts, and documentation of existing conditions:

- Improvement of 5 AOC priority habitats and 15 priority populations, therefore improving the overall Loss of Fish and Wildlife Habitat and Degradation of Fish and Wildlife BUI condition scores.
- Re-establishment of a matrix of native wetland vegetation with adaptive zones that provide ecological resilience to daily, annual, and multi-year fluctuations in altered marsh water levels.
- Restoration of habitat to support sustainable survival and reproduction of feasible wildlife species given the project's size, geographic location, and hydrology.
- Improvement of migratory and resident nesting bird and bat habitat.
- Minimization of long-term maintenance costs to control invasive plant species and maintain biotic diversity and ecosystem function.
- Limiting the total area of marsh habitat dominated by invasive plant species to less than 20%.
- Creation of recreational opportunities on site and enhancement of public accessibility and safety.

Ancillary objectives include:

- Enhancement of shoreline fish habitat by enhancing shallow and deep marsh habitats.
- Reduced fish and wildlife contact with potentially contaminated sediment.
- Improved resiliency to variability in Great Lakes water levels, seiche impacts, and stormwater runoff events.

Proposed Work:

The City of Green Bay will be exercising the option to retain GEI Consultants, as outlined in the original RFP and Proposal documents. Construction is currently scheduled for 2026 and will follow plans outlined in the Tank Farm Marsh Final Design Report developed by GEI Consultants (Appendix 1). Work will include:

- Grant Reporting and Compliance – The City of Green Bay will work with DNR and GEI to ensure that grant requirements are being met and reporting/invoicing is completed on time and as agreed in this Scope of Work.
- Final Design and Bidding – GEI, retained through extension of contract, will conduct review and finalization of drawings/specifications/engineers estimate in preparation for bidding and update as needed, renewal of permits as needed, and preparation of bidding documents. Documents will be placed in the City's format for subsequent bidding by the City using a competitive bid process. The City will oversee the bidding process and GEI will assist with design questions and amendments, as needed. Contract award will be made by the City of Green Bay with input from GEI and DNR.
- Construction Oversight – Construction will involve placement of approximately 9.7 acres of wetland fill to create more heterogenous wetland habitat for fish and wildlife, placement of various wildlife habitat structures, and vegetation restoration and management throughout the approximately 35-acre project boundary. GEI will provide construction oversight in conjunction with the City; however, since this will be a City construction contract communication and documents will be routed through the City. GEI will perform all construction inspections, submittal review, pay request review and other construction oversight and support. The City of Green Bay will work with GEI and selected

construction contractor to provide adequate time and resources to support the construction (e.g. processing of City permits, providing utility information, and allowing access to the property).

Collaboration with Partners:

At a minimum, monthly meetings will occur between the Project Management Team (PMT), which includes DNR, City of Green Bay, and GEI and will use collaborative decision-making. The PMT will function within the framework of funding regulations, state statutes, and local ordinances. It is recognized by all parties within the PMT that project outputs must meet Lower Green Bay & Fox River AOC goals and criteria within the scope of the AOC program, and it is DNR's responsibility to ensure satisfaction of these goals and criteria. Additional previously identified goals that contribute to other community and programmatic goals (e.g., improved site access for maintenance and recreation) are also recognized by all parties within the PMT and will be met to the greatest practicable extent.

A Project Implementation Team (PIT) made up of representatives from DNR, City of Green Bay, GEI and other relevant partners will be organized and facilitated by DNR to ensure coordination and continuous communication between parties and to continue discussing long-term maintenance options post-grant closeout. Additional partners invited to participate in the PIT will include, but are not limited to, Brown County, US Venture, LMES Properties LLC, GLC Minerals, Audubon Great Lakes, UW-Green Bay, Ducks Unlimited, Bay Area Bird Club and various interested recreational group representatives.

Timetable: February 1, 2025 – March 31, 2029

[illegible]

Initial Restoration and Installation of Habitat Structures													
Annual Invasive Species and Habitat Structure Monitoring													
Wild Rice Monitoring													
	2027												
Annual Invasive Species and Habitat Structure Maintenance and Monitoring													
Wild Rice Monitoring													
	2028												
Annual Invasive Species and Habitat Structure Maintenance and Monitoring													
Wild Rice Monitoring													
Post-Restoration Wetland Mapping													
	2029												
Final Report Preparation													
Subaward Project Closeout													

Deliverables:

Task 1: Engineering Services and Project Development

The City of Green Bay will procure and coordinate bidding and engineering services during construction. GEI will provide bidding and construction oversight services as the owner's representative under previously procured services. The City of Green Bay and GEI will make any necessary updates with support from DNR and will then be responsible for preparing a bid package using final deliverables from the previous design phase. Deliverables will include:

- a) Completed bid package including construction contract documents (e.g. drawings, special provisions, engineers probable cost estimate);
- b) Bid tabulation.

Task 2: Quality Assurance Documentation

DNR will supply a QAPP outline relevant to activities completed within this scope. GEI will then develop a draft QAPP as the owner's representative that will be reviewed and contributed to by the City of Green Bay and the DNR Project Manager. This draft will be submitted to DNR for final approval. Deliverables include:

- a) Completed, approved, and signed QAPP and any supporting documentation associated with the approved QAPP.

Task 3: Permitting and Regulatory Requirements

The City of Green Bay and GEI will prepare and submit all applicable federal, state, and local permit applications and gain regulatory approvals as required with support from DNR. GEI will

prepare all application materials including supporting attachments and the City will be responsible for review and submittal of the permit applications. This includes preparing or updating materials and ensuring compliance with: National Historic Preservation Act, Endangered Species Act, waterway/wetland activities, municipal requirements and other related regulations. Deliverables to DNR Project Manager include:

- a) Copies of all permit applications, materials, and regulatory correspondence to be retained on file by the City and submitted to the DNR Project Manager.

Task 4: Bidding & Construction Administration

The City of Green Bay will utilize its competitive bid process for construction contracts. GEI will provide construction oversight support to the City of Green Bay, including: attending regular progress meetings, reviewing data/reports submitted by contractor, issuing necessary interpretation and clarifications to the construction contract documents, evaluating and determining the acceptability of substitutions, on-site observation, and payment approval.

Deliverables include:

- a) Contract documents;
- b) Daily on-site construction logs;
- c) Construction meeting agendas and notes;
- d) Documentation associated with submittal and change order reviews;
- e) Payment records;
- f) Project submittals.

Task 5: Construction

The City of Green Bay will be responsible for construction implementation through the construction contract with support from GEI as the owner's representative for construction oversight. The construction will include but is not limited to: the placement of approximately 40,000 cubic yards of appropriate fill material in an approximately 9.7 acre wetland area, placement of various wildlife habitat structures, native vegetation restoration throughout the 35-acre project boundary.

Deliverables include:

- a) As-built construction documentation and construction administration documents noted above.

Task 6: Post-Construction and Restoration Maintenance and Monitoring

The City of Green Bay will be responsible for the implementation of post-construction and restoration maintenance and monitoring for a period of up to three years with support from GEI as the owner's representative, which includes but is not limited to: invasive species management throughout the 35-acre project boundary and potential adjacent buffer areas (as approved by adjacent landowners), monitoring native species establishment and replacing as needed, and monitoring priority fish and wildlife response in collaboration with DNR and other relevant partners on the PIT. Deliverables include:

- a) An updated short and long-term Monitoring and Maintenance Plan, building on previously developed deliverables from the design phase that includes tasks and their associated timing, estimated cost for completion, and agreed upon roles for completion.
- b) Pre- and post-construction maintenance and monitoring photo documentation.

- c) Data collected and interpretation for evaluating AOC priority fish and wildlife populations and habitat condition.

Task 7: Collaboration with PMT, PIT, and other Stakeholders

The City of Green Bay will collaborate with DNR via the assigned DNR Project Manager and other appropriate staff throughout the project. Throughout the period in this scope of work, participate and lead appropriate public input processes and notices. The DNR Project Manager, Brown County Extension Communications Specialist and GEI will support coordination and material development for outreach and/or meetings.

- a) Summary of public feedback, public meeting/stakeholder meeting minutes, copies of informational meeting materials, etc.
- b) Photo documentation (with credits) of events submitted as a digital copy in .jpeg file format for use in publications and outreach materials.

Task 8: Reporting

The City of Green Bay will be responsible for the preparation and submission of quarterly reports and invoices and a final project report. Reports will identify amount expended per quarter, activities conducted, and planned activities for the upcoming quarter, along with identification of any issues encountered (including delays or deviations from the original schedule or other setbacks) during the quarter and how they were addressed. Deliverables include:

- a) Quarterly project reports are due January 10, April 10, July 10, and October 10 from receipt of funding through project close out;
- b) Final report on activities completed with photo documentation (with credits) of restoration activities, events, signage, kiosks, wildlife observed, etc. submitted as a digital copy in .jpeg file format for use in publications and outreach materials;
- c) Signed Federal Requirements Compliance Certification/Closeout Form (attached)

Subaward Project Budget

Budget Detail	Year 1 2/25 – 12/25	Year 2 1/26 – 12/26	Year 3 1/27 – 12/27	Year 4 1/28– 12/28	Year 5 1/29 – 3/29	Total Project Cost
Personnel						
Fringe Benefits						
Travel						
Equipment						
Supplies						
Contractual: Oversight	\$45,000	\$80,000	\$70,000	\$20,000	\$10,000	\$225,000
Contractual: Construction	\$705,000	\$955,000	\$455,000	\$395,000	\$15,000	\$2,525,000
Other						
Total Direct						
Indirect						
Total Project Costs	\$750,000	\$1,035,000	\$525,000	\$415,000	\$25,000	\$2,750,000

Subaward Budget Description:

The City of Green Bay will retain GEI as the design contractor to provide support for bidding and construction oversight. The City will hire a contractor through a competitive bid process for project construction, restoration, monitoring, and maintenance.

Pre-award Costs: No pre-award costs are requested for this project.

FEDERAL REQUIREMENTS COMPLIANCE CERTIFICATION

[Prepare on Municipal Letterhead at Project Completion and Closeout]

The undersigned officials of the _____ (the "Municipality") hereby certify that, for all expenditures made for construction/implementation of Tank Farm Marsh Implementation, Maintenance and Monitoring (the "Project"), the Municipality has met the prevailing wage rate requirements of the Davis-Bacon Act.

The Municipality further certifies that, after taking into account any national or project-specific waivers approved by the U.S. Environmental Protection Agency, Tank Farm Marsh Implementation, Maintenance and Monitoring has met the requirements for Build America, Buy America of the Infrastructure Investment and Jobs Act, Public Law No. 117-58, §§ 70901-52, and the use of American Iron and Steel contained in section 608 of the Federal Water Pollution Control Act, as amended.

The above certification is determined, after due and diligent investigation, to be true and accurate to the best of my knowledge.

By:

Date as of

[Name of Municipal Official or Authorized Representative]

[Title]

Attest:

Date as of

[Name of Clerk or Secretary]

[Title]

Dated as of: _____

Dated as of:

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

THIS AGREEMENT is entered into by and between the State of Wisconsin Department of Natural Resources (Department) and The City of Green Bay (Subrecipient) for the purpose of Tank Farm Implementation, Maintenance and Monitoring.

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

1. PERIOD OF AGREEMENT: This agreement shall commence upon its signing by both parties and continue until March 31, 2029, during which period all performance as described in this agreement shall be fully completed to the satisfaction of the Department.
2. CANCELLATION: The Department reserves the right to cancel this agreement in whole or in part, without penalty, due to nonappropriation of funds or for failure of the Subrecipient to comply with terms, conditions, and specifications of this agreement.
3. ENTIRE AGREEMENT; AMENDMENTS: This agreement, together with the specifications in the bid request (if any) and referenced parts and amendments, shall constitute the entire agreement and previous communications or agreements pertaining to this agreement are hereby superseded. Any agreement revisions including cost adjustments and time extensions may be made only by a written amendment to this agreement, signed by both parties prior to the ending date of this agreement.
4. ASSIGNMENT SUBCONTRACTS: Neither this agreement nor any right or duty in whole or in part by the Subrecipient under this agreement may be assigned, delegated or subcontracted without the written consent of the Department. If upon the written consent of the Department this agreement or any right or duty in whole or in part is assigned, the Assignee(s) shall expressly agree to assume and perform all relevant obligations expressed under the terms of this agreement and be bound by the terms and conditions of this agreement. Assignment in whole or in part of this agreement does not absolve the Subrecipient of any liability or obligation expressed and agreed to hereunder.
5. DESCRIPTION OF WORK: The Subrecipient agrees to perform the services to the satisfaction of the Department as described in the attached Scope of Work.

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

Subrecipient - Steve Grenier
Director of Public Works
City of Green Bay
100 N Jefferson St Ste 510, Green Bay, WI 54301
Steven.Grenier@greenbaywi.gov
(920) 448-3907

Department - Brie Kupsky
Green Bay Program Coordinator
Office of Great Waters
2984 Shawano Avenue, Green Bay, WI 54313
Brianna.Kupsky@wisconsin.gov
(920) 838-5312

7. TERMINATION:

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

- E. The rights and remedies of the Department and the Subrecipient provided in this clause are in addition to any other rights and remedies provided by law or under this agreement.
8. PAYMENT: The Department agrees to reimburse the Subrecipient up to a total of **\$2,750,000** for the costs identified in the attached Scope of Work. The Subrecipient is eligible for expenses incurred from February 1, 2025.

Billings by the Subrecipient shall be made on a quarterly itemized basis for the actual net costs incurred for review and acceptance. Invoices should be sent to (email preferred):

DnrOgwInvoices@wisconsin.gov AND

Or mail to: Wisconsin Department of Natural Resources
Attn: Melissa Lake – OGW/3
P.O. Box 7921
Madison, WI 53707

Final invoices must be submitted within 60 days after the end of the agreement.

9. RECORDS ACCESS: The Subrecipient shall, for a period of three (3) years after completion and acceptance by the Department, maintain books, records, documents, and other evidence directly pertinent to performance on work under this agreement in accordance with generally accepted accounting principles and practices. The Subrecipient shall also maintain the financial information and data used in the preparation or support of the cost submission in effect on the date of execution of this agreement and a copy of the cost summary submitted to the Department. The Department, U.S Environmental Protection Subrecipient, their agents and their duly authorized representatives, shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Subrecipient shall provide proper facilities for such access and inspection. In addition, those records which relate to any dispute, appeal or litigation, or the settlement of claims arising out of such dispute, performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such dispute, appeal, litigation, claim or exception.
10. INDEPENDENT AGENCY: The Subrecipient is an Independent Agency for all purposes and is not an employee or agent of the Department.
11. INDEMNIFICATION: The Subrecipient agrees to save, keep harmless, defend and indemnify the State of Wisconsin, Department of Natural Resources and all its officers, employees and agents, against any and all liability, claims and costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this agreement or omissions of Subrecipient's employees, agents or representatives.

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

16. FUNDING SOURCE: This agreement is funded in part or wholly by grants from the U.S. Environmental Protection Agency, CFDA# 66.469. Neither the United States nor the U.S. Environmental Protection Agency is a party to this agreement. This agreement will be subject to regulations contained in 2 CFR 200 where applicable. The Subrecipient is responsible for ensuring these regulations are applied accordingly.
- Single Audit: As required in 2 CFR 200.501, a non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part. The Subrecipient is responsible for ensuring that the audit complies with other standards that may be applicable depending on the types of services provided, and the nature and amount of financial reimbursement received. When a single audit is required, it shall be submitted to DNR via e-mail to: DNRFNSingleAudit@Wisconsin.gov and include The State Single Audit Guidelines (SSAG), including the yearly Appendix, which are applicable to Local Governments having 2 CFR Part 200.
17. APPLICABLE LAW: This agreement shall be governed by the laws of the State of Wisconsin. The Subrecipient shall at all times comply with all federal, state and local laws, ordinances, and regulations in effect during the period of this agreement.
18. ANTITRUST ASSIGNMENT: The Subrecipient and the Department recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the Department. Therefore, the Subrecipient hereby assigns to the Department any and all claims for such overcharges as to goods, materials or services purchased in connection with this agreement.
19. PAYMENT TERMS AND INVOICING: Payment shall be considered timely if the payment is mailed, delivered, or transferred by the later of the following:
- A. The date specified on a properly completed invoice for the amount specified in the order or agreement, or
 - B. Within thirty (30) days after receipt of a properly completed invoice or receipt and acceptance of the property or service under the order or agreement or within thirty (3) days after receipt of an improperly completed invoice or receipt and acceptance of the property or service under the order or agreement, whichever is later if the Department does not notify the sender of receipt of an improperly completed invoice within ten (10) working days after it receives the invoice of the reason it is improperly completed.
20. TAXES: The Department is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of all federal tax and Wisconsin sales or use tax on its purchases. The State of Wisconsin does not issue a tax exempt number for state agencies. The Department may be subject to other states' taxes on its purchases in that state depending on the laws and of that state. An Subrecipient performing construction activities are required to pay state use tax on the cost of materials.

21. TAX DELINQUENCY: An Subrecipient who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.
22. ADDENDUM: Additional conditions are attached as Exhibit A, as part of the federal Grant Agreement No. GL00E03775 funding this award and Exhibit B-Supplemental Conditions for Implementation Projects using Federal Funds. It is the responsibility of the Subrecipient to determine which, if any, of the Federal Administrative Conditions in Exhibit A may be relevant to the Subrecipient or their sub awards, and to apply them accordingly.

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

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

Date _____

By _____
Steven C Little, Deputy Secretary

CITY OF GREEN BAY
DEPARTMENT OF PUBLIC WORKS

Date _____

By _____
Steve Grenier, Director of Public Works



Consulting
Engineers and
Scientists

Tank Farm Marsh Final Design Report

Green Bay, Wisconsin

Submitted to:

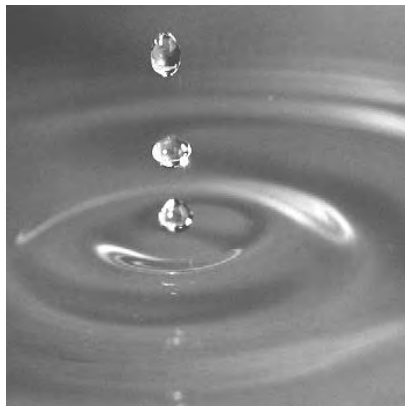
City of Green Bay- Public Works Department
100 North Jefferson Street, Room 300
Green Bay, WI 54301

Wisconsin Department of Natural Resources
2984 Shawano Ave
Green Bay, WI 54313

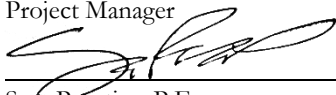
Submitted by:

GEI Consultants, Inc.
3159 Voyager Drive
Green Bay, Wisconsin 54311
920.455.8200

January 17, 2024
Project 2202009




Katie Unke Ehrenberg
Project Manager


Sam Prentice, P.E.
Water Resources Engineer

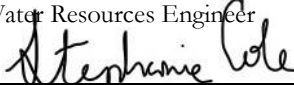

Stephanie Cole
Environmental Scientist

Table of Contents

1.	Introduction	1
2.	Goals, Objectives, and Benefits	2
2.1	Goals	2
2.2	Objectives	2
2.3	Benefits	3
3.	Alterations to the Selected Alternative	4
3.1	Project Area Alterations	4
3.2	Cost Implications	5
3.3	Engineering Feasibility	6
3.4	Constructability	7
3.5	Technical Advisory Committee Feedback	10
3.5.1	March 8, 2023 - Meeting	10
3.5.2	May 17, 2023 - Meeting	11
4.	Site Design	13
4.1	Final Concept and Design Plan	13
4.1.1	Design, Oversight, and Project Administration (Years 0-3)	15
4.1.2	Construction (Year 0)	15
4.1.2.1	Mobilization, Environmental Controls, and Staging	15
4.1.2.2	Site Grading	15
4.1.2.3	Creation of Access Road and Parking Area	16
4.1.3	Initial Restoration (Year 0)	18
4.1.3.1	Hardwood Swamp Modifications	18
4.1.3.2	Native Plant Restoration	18
4.1.3.3	Habitat/ Nest Structure Installation	26
4.1.3.4	Nuisance Species Management	35
4.1.4	Annual Maintenance (Years 1-3)	35
4.1.4.1	Post-construction Wetland Mapping	36
4.1.4.2	Native Plant Restoration	36
4.1.4.3	Habitat/ Nest Structure Maintenance	37
4.1.4.4	Nuisance Species Management	41
4.1.4.5	Road Maintenance	41
4.2	Wild Rice Restoration	41
4.2.1	Wild Rice Overview	41
4.2.2	Existing and Desirable Habitat Conditions	44
4.2.3	Wild Rice Restoration Methodology	45
4.2.3.1	Location	45
4.2.3.2	Seeding Techniques	46
4.2.3.3	Suggested Seeding Rates	47
4.2.3.4	Obtaining Wild Rice Seed	47

	4.2.3.5 Goose/ Carp Exclusion Fencing	48
	4.2.3.6 Post-seeding Vegetation Surveys	50
4.3	Nuisance Species Management	50
4.3.1	Invasive Vegetation Management	50
	4.3.1.1 Non-native Phragmites Management	51
	4.3.1.2 Narrowleaf Cattail Management	51
	4.3.1.3 Common Buckthorn and Non-native Honeysuckle Management	52
	4.3.1.4 Monitoring and Maintenance of Nuisance Species	52
4.3.2	Goose Exclusion Fencing	53
4.3.3	Common Carp Removal and Exclusion	54
4.3.4	Mitigating Potential Muskrat Damage	55
4.3.5	Preventing Beaver Impacts	55
4.4	Project Cost Estimate and Schedule	56
4.5	Permits Needed	58
	4.5.1 Local Permits	58
	4.5.2 State Permits	59
	4.5.3 Federal Permits	60
5.	Literature Cited	61

Appendices

- A. Design Plan Set
- B. Proposed Section Renderings
- C. Tank Farm Marsh Project Schedule

Acronyms and Abbreviations

ATC	American Transmission Company
BMP	Best management practice
BUI	Beneficial use impairment
DBH	Diameter at breast height
D.O.	Dissolved oxygen
GEI	GEI Consultants Inc.
GLRI	Great Lakes Restoration Initiative
H&H	Hydrologic and hydraulic
LGBFR AOC	Lower Green Bay and Fox River Area of Concern
MSL	Mean sea level
NWP	Nationwide Permit
PVC	Polyvinyl chloride
TAC	Technical Advisory Committee
USACE	United States Army Corps of Engineers
USFWS	United States Fish and Wildlife Service
UWGB	University of Wisconsin Green Bay
WDNR	Wisconsin Department of Natural Resources
WPDES	Wisconsin Pollutant Discharge Elimination System

1. Introduction

GEI Consultants Inc. (GEI) was selected by the City of Green Bay for planning and design services for fish and wildlife habitat restoration within the Tank Farm Marsh, adjacent ditch, and southwest shoreline of the bay of Green Bay (the Project Area). The purpose of the Tank Farm Marsh project is to improve fish and wildlife habitat to address fish and wildlife-related beneficial use impairments (BUIs) and support long-term delisting efforts. The Tank Farm Marsh, and surrounding Project Area, represent one management action within the Lower Green Bay and Fox River Area of Concern (LGBFR AOC). The City of Green Bay, in partnership with the Wisconsin Department of Natural Resources (WDNR), received Great Lakes Restoration Initiative (GLRI) grant funding to fund development of construction plans and specifications for habitat restoration activities within the Project Area.

Services provided by GEI consist of project communication and planning, documentation of existing conditions, development of a concept plan and basis of design report, development of a final project design, and preparation of permitting and ensuring regulatory compliance.

The concept plan was based upon information provided by the City of Green Bay and the WDNR and documented existing conditions within the Project Area. The concept and design plans were reviewed monthly by the Project Team. Review and feedback from the LGBFR AOC Technical Advisory Committee (TAC) was also integrated into the final concept and design plans. This report documents the design selection process for Tank Farm Marsh and should be reviewed and used in conjunction with the *Tank Farm Marsh – Concept Plan Report* Information on the site background, existing conditions, and other potential design alternates were described in that document and will not be reviewed in this report. This report serves as a basis for the selected design and includes the design plans to date.

As part of the design alternative analysis outlined in the Concept Plan Report, three alternative designs were presented and evaluated. After the presentation and discussion of the three alternatives with the City of Green Bay and the WDNR, Alternative 2 was chosen as the selected alternative. Due to the potential sediment contamination on site, manipulating the sediment during construction via dredging, as proposed in Alternative 1, was not considered a feasible option. This is due to the significant financial burden that would be required if sediment sampling and analysis prior to dredging were carried out. Alternative 3 would be feasible, it would not allow for priority fish and wildlife habitat and population goals to be met. However, with appropriate measures taken to reduce impacts to the existing sediment, placing fill material over the existing sediment to create more desirable topography was considered a feasible option. Therefore, to make the greatest impact to the Tank Farm Marsh site, while limiting sediment disturbances, Alternative 2 was chosen. Further details on the selected alternative and the final design can be found within this report.

2. Goals, Objectives, and Benefits

2.1 Goals

The overall goal of this project is to improve site conditions, within the Tank Farm Marsh, to aid in BUI removal within the AOC. The three BUIs of focus are Degradation of Fish and Wildlife Habitat, Degradation of Fish and Wildlife Populations, and Degradation of Benthos. Specific objectives to achieve their improvement are listed below.

2.2 Objectives

The following table contains the finalized objectives developed throughout the planning process. Initial WDNR goals and objectives were utilized as a framework for current site objectives, while taking into consideration historical data, input from key experts, and documentation of existing conditions.

Table 1. Tank Farm Marsh restoration objectives.

Objective Number	Tank Farm Marsh Restoration Objective
1	Improve LGBFR AOC Fish and Wildlife Habitat and Population Condition Scores
2	Re-establish a matrix of native wetland vegetation with adaptive zones that provide ecological resilience to daily, annual, and multi-year fluctuations in marsh water levels
3	Restore habitat to support sustainable survival and reproduction of feasible wildlife species given the Project Area's size, geographic location, and hydrology. <i>Wildlife to be supported on the site includes:</i> • Migratory and resident avian species • Wetland mammals • Bats • Turtles • Anurans • Coastal aquatic macroinvertebrates
4	Improve migratory and resident nesting bird habitat
5	Minimize long-term maintenance costs to control invasive plant species and maintain biotic diversity and ecosystem function
6	Limit total area of marsh habitat dominated by invasive plant species to less than 20%
7	Create recreational opportunities on site and enhance public accessibility and safety of the site

2.3 Benefits

The final design is anticipated to have the following additional ecological benefits:

- o Enhanced shoreline fish habitat: Although addressing connectivity constraints to the site will not be completed, enhanced shallow and deep marsh habitats, along with native submergent vegetation restoration, could potentially provide suitable spawning habitat and protective habitat for young of the year fish if conditions allow for entry into the site.
- o Reduced fish and wildlife contact with contaminated sediment: By placing clean fill along the western portion of the site, this will act as a barrier to the potentially contaminated sediment. This will reduce the direct contact that aquatic organisms have with the sediment, which may reduce potential long-term impacts the exposure may have.
- o Improved resiliency of the landscape: By creating more variable topography on site, the Tank Farm Marsh wetland complex is expected to be more resilient to the multi-year water level fluctuations within the marsh and bay of Green Bay.

3. Alterations to the Selected Alternative

The original Alternative 2, described in the Concept Plan Report, was further revised under the direction of GEI, WDNR, and other project stakeholders. These revisions include:

- Alternations to the Project Area boundary.
- Reduction in placed fill due to cost implications, need to minimize disturbance to adjacent properties, and avoiding placing fill in known utility easements.
- Addition of an access road and parking area for planned monitoring and maintenance of the site.
- Locating proposed habitat along edges of access road to decrease cost and site disturbance.
- Addition of wild rice restoration areas.
- Incorporation of socio-economic analysis section.

3.1 Project Area Alterations

The initial proposed Project Area consisted of the main wetland complex and a channel which were separated by Hurlbut street. The area in total was approximately 31.5 acres in total size as shown in the *Tank Farm Marsh Concept Planning Report*. The initial Project Area was utilized as a reference during the documentation of existing conditions and off-site review. The Project Area was refined during concept planning to reflect tax parcel lines, and primary project boundaries were expanded to approximately 32.0 acres in size. Due to the small differences in Project Area boundary, previously conducted documentation of existing conditions was not impacted.

The final Project Area for this project consists of a Primary Project Area and Secondary Project Area. The Primary Project Area, approximately 32.0 acres in size, includes land parcels owned by the City of Green Bay and portions of two adjacent parcels owned by US Oil and US Venture. The City of Green Bay has a positive, working relationship with those adjacent property owners. All proposed construction and restoration activities are approved to be conducted within the Primary Project Area.

An additional approximately 5.3 acres was incorporated into design plans as the Secondary Project Area. This area consists of adjacent land not owned by the City of Green Bay in which invasive vegetation management is recommended. The Secondary Project Area is made up of both wetland and upland areas dominated by non-native, invasive plant species. These community types were mapped through a desktop review and are illustrated in Figure 5 below. Management of the non-native, invasive species within the Secondary Project Area is considered crucial to the success of the restoration activities conducted within the Primary Project Area. In order for invasive vegetation management to occur in the Secondary Project Area, the City of Green Bay will need to coordinate with the landowners and secure approval. The boundaries of this area may be modified based upon landowner coordination and available funding. No grading, native plant restoration, or habitat structure installation is proposed for this area.

The Primary and Secondary Project Boundaries are illustrated in Figure 1 below.

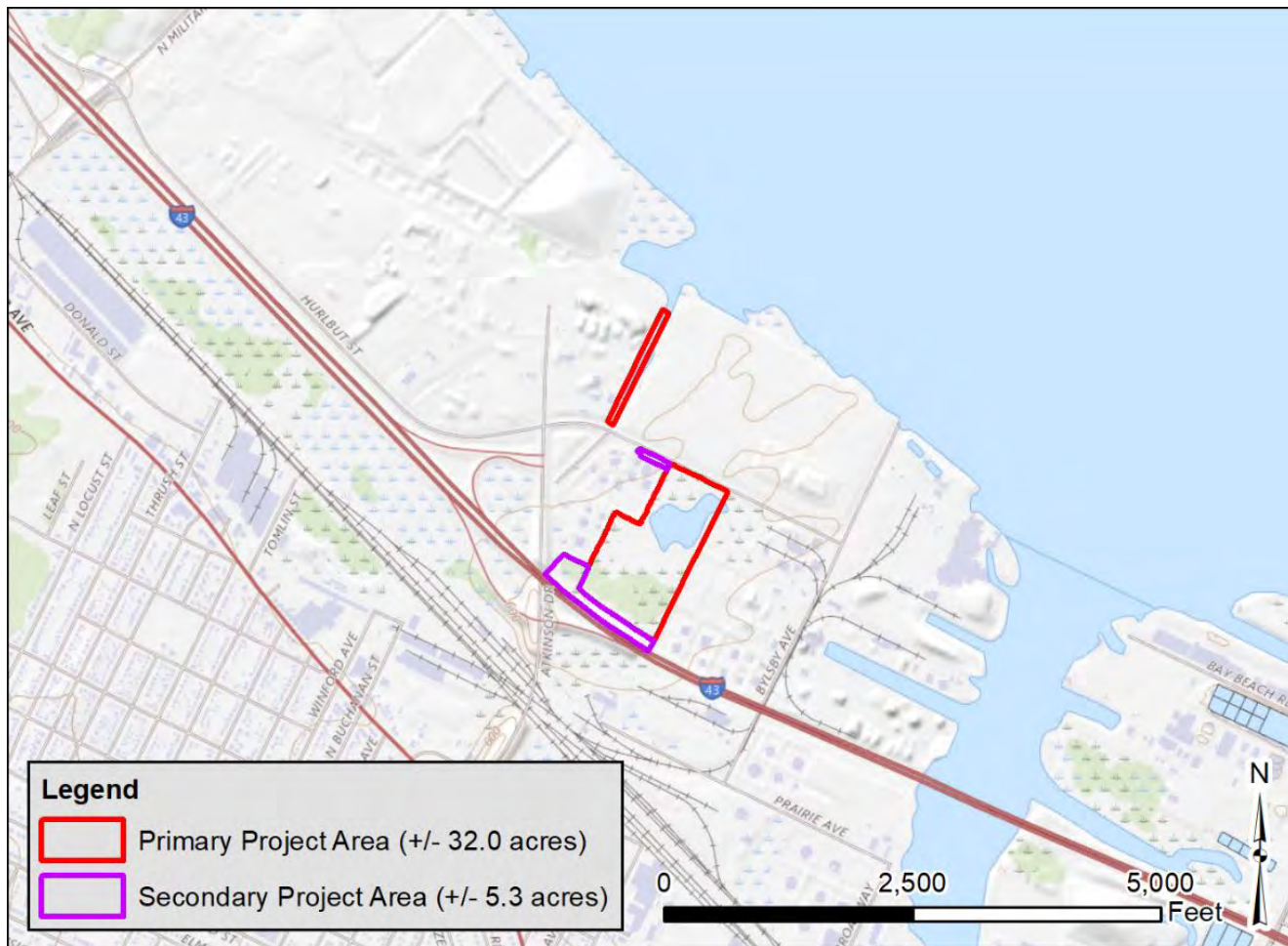


Figure 1. Final Tank Farm Marsh Primary and Secondary Project Areas.

3.2 Cost Implications

The cost of fill material varies greatly based on type, source, placement method, quantity, and quality. This cost will be a large percentage of the overall project cost. While keeping the practicality of the project and its budget limitations in mind, a project design using approximately 44,435 cubic yards of fill was achieved. The total fill is further broken down into the approximate volumes below:

- 1,185 cubic yards of gravel for access roads and public access parking area,
- 4,400 cubic yards of topsoil to be placed in preparation of native plant species restoration,
- 38,850 cubic yards of imported sand to be used as primary fill material.

The cost of fill for this project, including placement costs, is estimated to be approximately \$25.00 per cubic yard and represents approximately 40-45% of the entire current estimated project cost. This estimated cost may be adjusted when a fill source is identified by a selected contractor or if dredged material from a nearby project can be beneficially reused and placed at the site. More details on the type of fill selected for this design and its cost is provided in Section 4 of this document.

The cost estimate also includes three years of maintenance within the Project Area. Maintenance will need to extend past the original proposal of three years, particularly for wild rice management and invasive species control. As with most restoration projects, maximizing the success of plants and restoration projects may involve multiple plantings, exclusion of predation from wildlife, and annual management of invasives species which can be time and labor intensive.

Following year three, a long-term management plan in collaboration with the WDNR and local partners will need to be created to support the continued success of the restoration efforts completed at Tank Farm Marsh. This could include initiating a partnership with UW- Green Bay to incorporate student research and field work opportunities into the long-term maintenance of the site. Adaptive management strategies will need to be implemented to consider and address anticipated current and future threats resulting from climate change. It is likely that management and maintenance needs at the site will shift as time goes on.

3.3 Engineering Feasibility

To minimize handling material at the project site and reduce the unit cost, the fill areas will begin at Hurlbut street and extend into the site in a generally southerly direction. These mass fill areas were designed in a continuous manner rather than isolated “island” formations to maximize the efficiency of the fill placement activities. Fill placements within surface soft and/or wet environments require a stabilized platform for equipment to traverse, hence the purpose of continuously importing the fill from Hurlbut Street and building south on a filled/stabilized path. Creating multiple isolated islands would be difficult and inefficient to deliver the fill material to such areas. Additionally, the final built surface will allow safe access along a constructed road for future maintenance and monitoring activities.

The proposed habitat areas are graded down at shallow slopes from the proposed access road at gradual slopes not exceeding 5%. The orientation of the fill is in isolated peninsulas or “fingers.” Both of these design elements attempt to maximize the shoreline and surface area of habitat available to wildlife while also creating resiliency to rising and falling water levels within the marsh. These elements will create microhabitats and areas of refuge within the shallow marsh and wet meadow communities, providing greater variety in the landscape and in turn supporting a higher variety of species. Grading the site at a steeper slope would result in less habitat acreage because vegetation would be difficult to establish and maintain during changing water levels.

There is an area south of the proposed access road that looks like an island in the design. The design incorporates a potential haul road and staging area to be used during construction that would temporarily connect the southern fill area (island) to the northern fill area as highlighted in Figure 2. After construction, the contractor will remove the haul road and staging area between the two fill areas to meet the design specifications. This will increase shoreline and habitat acreage while maintaining easy access to the north and south areas from Hurlbut Street.

The northern fill area is higher priority. If there is a need to reduce project scope, the southern fill area could be removed from construction plans as a cost-savings measure.

During project review meetings, the TAC voiced their concerns about the potential for invasive species overtaking newly restored areas. The group advocated for a design that included easy access to the entire site for monitoring of native plant growth as well as mapping and treatment of invasive plant species within the Project Area. The parking area, access road, and southern access point to the island will help with early detection and rapid response to invasive plant species which should maximize the success of habitat restoration within the marsh. The parking area is designed for minimal parking to allow users to safely park

Due to the overly wet conditions onsite, and the potential for underlying soft sediment subgrades, conventional earthwork activities are not conducive to this site. Additionally, dewatering of the site to work in the dry will not be feasible due to the strong relationship between the marsh water levels, the local groundwater table, and Green Bay. Therefore, dewatering techniques are not included. As a result of both the soft subgrade and proposed construction in the wet, special earthwork construction techniques have been considered in this design and are described below.

Due to potential impact concerns of the existing soft sediments, existing sediments are not proposed to be removed as part of the project requirements. Therefore, we anticipate placing the fill material to construct the habitat areas and access road using conventional “surcharge embankment techniques” which advances a large amount of granular fill into and through the soft subgrade to displace the soft material. The surcharging embankment should continue until a stable platform has been reached for additional advancement of construction equipment and additional lifts of fill. An illustration of this technique is provided in Figures 3 and 4.

In overly soft areas, the surcharged embankment may have to consolidate over a certain period of time to obtain the proper stabilization required. We anticipate that low ground pressure equipment will be required to place and grade the fill. This technique will be used starting from the two proposed site access locations off Hurlburt Street where an embankment will be constructed extending from the existing Hurlburt Street embankment. During construction, the access points will also include staging areas for equipment, stockpiles, and site facilities. We anticipate a shoulder closure will be required during construction activities.

Construction staging and sequencing will also be critical to the project’s success. To the extent possible, the filling and surcharge activities should be performed during the dry periods of the construction season to minimize the amount of surface water present and take advantage of lower water levels. An additional measure that could be considered if agreeable to the City of Green Bay is rerouting stormwater inflows away from the Project Area to limit the amount of water disturbance to the work area.

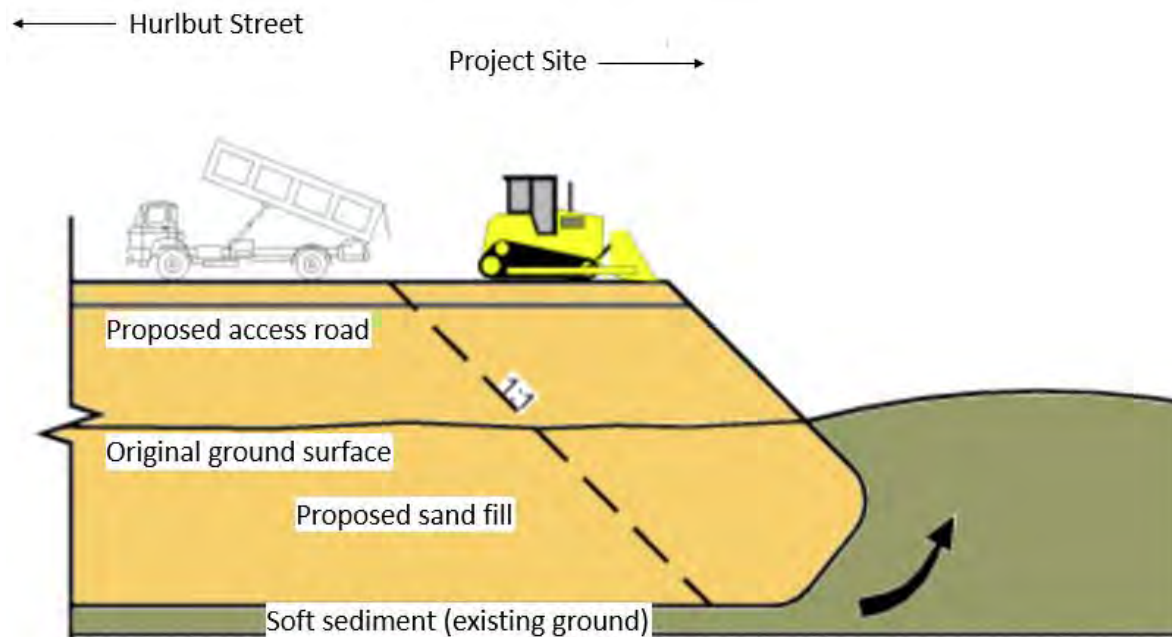


Figure 3. Schematic showing how the surcharge embankment technique may look advancing out from Hurlbut Street and entering the Project Area. Schematic adapted from <https://www.roadex.org/e-learning/lessons/roads-on-peat/types-of-construction/>



Figure 4. Schematic showing how the surcharge embankment technique may look in section view standing on Hurlbut Street and looking out along the proposed access road. Schematic adapted from <https://www.roadex.org/e-learning/lessons/roads-on-peat/types-of-construction/>

3.5 Technical Advisory Committee Feedback

3.5.1 March 8, 2023 - Meeting

GEI met with the Project Team and LGBFR TAC on March 8, 2023, to receive feedback on the concept plan. Those attending the meeting included representatives from the City of Green Bay, WDNR, UW-Green Bay, USFWS, Great Lakes Audubon, and U.S. Venture. Background information on the original three alternatives and rationale for choosing Alternative 2 were presented. An open discussion consisting of affirmations, suggestions, and feedback followed.

Portions of the concept and design plans that the group was in full support and understanding of are as follows:

- Utilization of the existing hardwood swamp island to create both restored hardwood swamp and bat roosting/ heron rookery habitats.
- Installation of nesting/ habitat structures (including osprey platform, wood duck boxes, bat boxes, and floating wrack platforms).
- Utilization of off-site fill to create desirable topography and the limitations revolving around dredging/ sediment manipulation due to potential contamination.
- The lack of restoration focus on shoreline fish species due to connection constraints and inability to control water and improve passage due to potential sediment contamination.
- Omission of restoration activities from the ditch that outlets to Green Bay on the opposite side of Hurlbut Street from Tank Farm Marsh.
- Construction of a parking area off of Hurlbut Street to enhance the safety and accessibility of the site for recreational usage, such as bird watching.
- Incorporation of wild rice restoration in areas of adequate depth to sustain growth throughout annual water level fluctuations while allowing for wind driven flow.

Questions, suggestions, and considerations that the group provided are as follows:

- Incorporation of an access road via raising elevation of the filled area to allow for more accessibility to the site for long-term management. (Gary Van Vreede, retiree of USFWS)
- Utilization of fill from various local stormwater ponds and dredging projects in order to reduce costs and beneficially re-use sediment. (Steve Grenier, City of Green Bay)
- Installation of water control structure in order to control water levels to maintain site topography and invasive species (Gary Van Vreede, retiree of USFWS), although this is not feasible due to contamination restrictions and long-term management requirements.
- Installation of bird flight diverters on existing ATC transmission lines running through the property. (Josh Martinez, WDNR)
- Sourcing woody material for proposed tree crown clusters from City of Green Bay urban forestry department. (Steve Grenier, City of Green Bay)
- Working collaboratively with Audubon, Ducks Unlimited, or other partners to provide nesting boxes and other habitat structures.

Action items from the meeting are as follows:

- Consulting with Lainet Garcia-Rivera (USFWS) for more detailed information on target bat species and rookery habitat restoration.
- Consulting with Tom Prestby (Great Lakes Audubon) for more detailed information on tern nesting platforms.
- Incorporation of the access road into the design plan.
- Further discussion of where to source fill material and if the suggested source locations would be feasible options.
- Consulting with ATC regarding installation of bird flight diverters.
- Planning final design plan feedback meeting with the TAC for May.

3.5.2 *May 17, 2023 - Meeting*

GEI met with the Project Team and LGBFR TAC on May 17, 2023, to receive feedback on the final concept and design plans. Those attending the meeting will include representatives from the City of Green Bay, WDNR, UW- Green Bay, USFWS, Great Lakes Audubon, and U.S. Venture. The final concept and design plans were presented, highlighting any changes from the previous meeting. An open discussion consisting of affirmations, suggestions, and feedback followed.

Portions of the concept and design plans that the group was in full support and understanding of are as follows:

- Recent incorporation of the access road and parking areas within the design plan.
- Installation of the tern nesting platforms with detailed design information obtained through collaboration with Great Lakes Audubon.
- Incorporation of wild rice restoration in areas of with limited wave/ flow action and protection from invasive carp disturbance.
- Rationale behind contamination concerns and the constraints this causes for sediment manipulation.

Questions, suggestions, and considerations that the group provided are as follows:

- Incorporation of socio-economic analysis section within the concept and design plans to reiterate that the project will create recreational opportunities and be accessible to all.
- Adjusting Dissolved Oxygen (D.O.) targets for the site based on monitoring that has been recently conducted in Duck Creek/ bay of Green Bay.
- Consideration of floodplain impacts in the surrounding area based on the addition of fill into the site, although this has already been addressed through hydrologic and hydraulic (H&H) modelling conducted for the site.
- Working collaboratively with Audubon, Ducks Unlimited, or other partners throughout the construction/ implementation phases of the projects.

Action items from the meeting are as follows:

- Incorporation of socio-economic analysis section into the concept plan.
- Coordination with Project Team regarding public outreach/ stakeholder meeting tentatively planned for mid-Fall.
- Further discussion with Project Team and partners on where to source fill material.
- Consulting further with WDNR regarding required wetland/ waterway fill permit.

4. Site Design

4.1 Final Concept and Design Plan

This section contains a detailed explanation of the selected alternative and design plan, including descriptions of construction, restoration, and maintenance actions to be taken each year throughout the entirety of the project's implementation phase. An overview of what this will require in terms of budget, annual labor, and local, state, and federal permitting is included. These sections considered the best available data and feedback from both local and statewide technical experts in the field. A complete plan set is included as Appendix A and renderings of proposed site cross sections are included as Appendix B.

The following table provides a summary of existing and proposed wetland acreages within the Project Area. Further information on existing wetlands can be referenced in the *Tank Farm Marsh – Concept Planning Report*. Proposed wetland communities were determined based on expected final sediment elevations and will be described throughout the remainder of this document. This table will serve as a reference of pre and post restoration conditions at the Tank Farm marsh.

Table 2. Existing and proposed wetland communities within the Tank Farm Marsh.

Design Habitat Types		Elevations		Baseline Acres			Restoration Design Targets			
				Primary Project Area		Total	Primary Project Area		Secondary Project Area**	Total
		Min	Max	Marsh	Channel*		Marsh	Channel*		
Submergent Marsh		575	578	26.08	1.80	27.88	13.05	1.80	0	14.85
Emergent Marsh/ Wet Meadow	Emergent Marsh	578	580	0.43	0.12	0.55	8.77	0.12	3.59	12.48
	Wet Meadow	580	582				2.48			2.48
Shrub Carr		582	582	0	0	0	0.60	0	0	0.60
Hardwood Swamp		582	588	0.18	0	0.18	2.31	0	0.08	2.39
Heron Rookery		582	588	0	0	0	1.33	0	0	1.33
Upland		582	588	3.18	0.22	3.4	0.59	0.22	1.61	2.42
Access Rd. and Access Point		584	584	0	0	0	0.73	0	0	0.73
Totals:				29.87	2.14	32.01	29.87	2.14	5.28	37.29

*Unmodified – no restoration activities are planned for the channel; **Assumes necessary landowner permissions are in place for invasive species treatment on adjacent properties



Figure 5. Existing wetland communities within the Tank Farm Marsh Primary and Secondary Project Areas.

4.1.1 Design, Oversight, and Project Administration (Years 0-3)

The current project scope includes design and permitting, but no construction services. The project will need a contractor bid package created, distributed to potential contractors, hosting of a site visit for prospective contractors, review of submitted bids, and selection of a contractor. Following contractor selection, oversight of the contractor's workplans and activities on-site will also be necessary for the duration of the project during key milestones. Following construction completion, time will be necessary for WDNR, City of Green Bay, and the selected consultant to administer the monitoring and maintenance plan for the site for a minimum of three years.

4.1.2 Construction (Year 0)

Following the selection of a contractor, the project will enter the construction phase with input from the City of Green Bay, WDNR, and the selected consultant to permit construction oversight. The construction is planned for Quarter 4 of 2024 through Quarter 2 of 2025, with proposed planting, habitat structure placement, and additional restoration measures occurring late in the 2025 field season.

4.1.2.1 Mobilization, Environmental Controls, and Staging

Due to the non-traditional nature of the site (potential contaminants, working in the wet, soft subgrade), mobilization will most likely take more time than a traditional site. Mobilization will consist of bringing equipment to the site, installing silt fence, turbidity curtain, and other environmental controls, and building and identifying staging areas for separate materials to avoid utility conflicts, promote worker safety, and minimize conflicts with industrial traffic on Hurlbut Street.

During this phase, the shoulder and potentially both lanes of Hurlbut Street will need to be temporarily closed due to little to no existing work areas within the marsh. Silt fence will be placed adjacent to the downhill slope of Hurlbut Street and a turbidity curtain will be used as necessary to minimize sediment movement downstream during construction. The turbidity curtain will be moved with the work area and deposited sediment is to be removed as necessary to maintain turbidity trap function and prior to removal of turbidity curtain.

4.1.2.2 Site Grading

The selected fill material that will be used to reach the final design grades for this project includes sand for the base, topsoil on top of placed sand, and fine gradation aggregate for the access road, parking area, and access point. The design estimates approximately 40,000 cubic yards of sand will be used, making it the primary fill material. Topsoil volumes were estimated at approximately 4,400 cubic yards which includes a depth of 6 inches that will be placed over the sand in areas above the average water level of 579' or above the water level during construction, whichever is lower.

The grading of the proposed habitat areas will have a gentle slope not exceeding 5% to allow for stable slopes and the planted vegetation to move up or down the graded areas to adjust to the change in water levels over time (Figure 6).

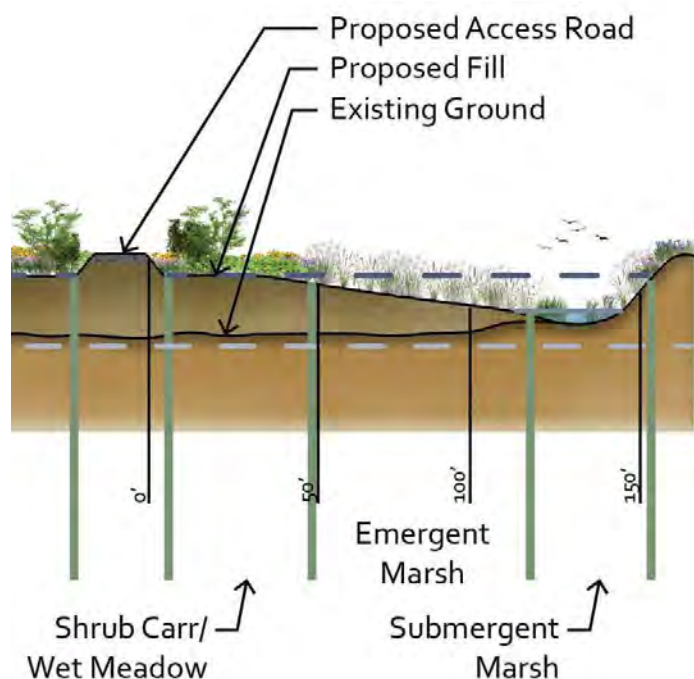


Figure 6. Excerpt from Appendix B displaying the proposed access road and gentle slope grading down to the existing ground.

4.1.2.3 Creation of Access Road and Parking Area

Two access roads will be constructed within the Project Area. The main access road will begin from Hurlbut Street and generally proceed southerly near the west edge of the site. This access road is approximately 1,300-foot-long with a turnaround space at the end for safe return travel. It will also include an approximately 70' X 43' parking area. To allow for water to equalize on both sides of the northern access road, three culverts will be installed at a flat slope. The flat slope will allow water and aquatic organisms to pass freely throughout the marsh.

The parking area will provide the public with viewing access to the site for nature enthusiasts and birders, among others, that was previously not accessible. Users of the area can access the site after parking, but the access road will be gated so only authorized vehicle access is permitted.

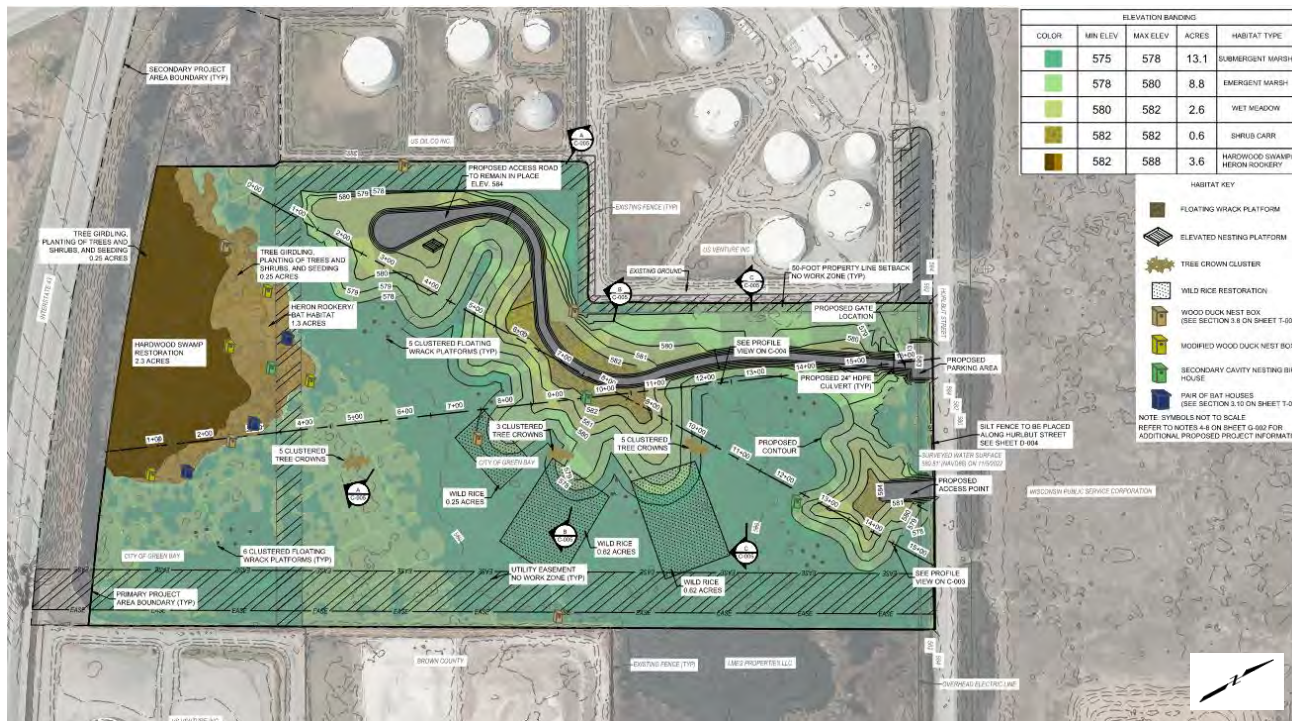


Figure 7. Excerpt from proposed plans showing access roads beginning at Hurlbut Street along the north side of the site and proceeding along west and east edges. Gray solid hatching represents the access areas.

The second, shorter access road, also beginning at Hurlbut Street, will end at the proposed south island near the east edge of the property. The secondary access road is southeast of the main access road and will be approximately 105 feet long. No culverts are proposed under this road. The smaller footprint will allow water to circulate around the island.

Both access points will allow the City of Green Bay and contractors to access the site for future maintenance. This includes, but is not limited to, maintenance of plantings, roads, and invasive species. The access areas will be constructed on top of the proposed sand fill material of fine gradation aggregate from $\frac{3}{4}$ inch to $1\frac{1}{4}$ inch material placed at a 12-inch depth.

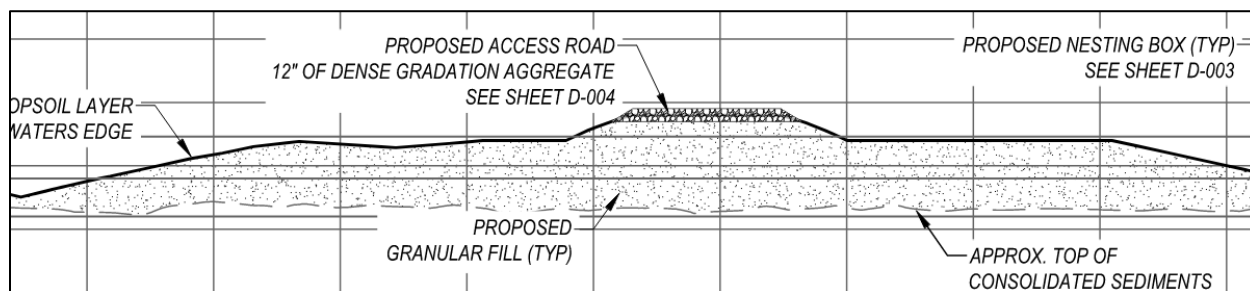


Figure 8. Excerpt from Proposed Plans included in Appendix A showing how the proposed fill, road, and habitat structures will be constructed.

4.1.3 Initial Restoration (Year 0)

The restoration phase of the project will begin following initial construction activities. The restoration phase will consist of modifications to the hardwood swamp, native plant restoration, habitat and nesting structure installation, and nuisance species management. Detailed information on each of these actions are described below.

4.1.3.1 Hardwood Swamp Modifications

Although this region was delineated as upland forest with pockets of forested wetland, the ecological function and location of this community was determined by GEI and WDNR staff to resemble more closely that of a hardwood swamp. This is based on the rationale that hardwood swamp associated priority wildlife groups/species would benefit from restoration actions completed within this area such as bats, waterfowl, woodland wetland birds, coastal terrestrial macroinvertebrates, and land birds. Therefore, this area will continue to be referred to as the hardwood swamp throughout the remainder of this report.

Modifications to the hardwood swamp will include approximately 2.4 acres of hardwood swamp restoration and approximately 1.4 acres of heron rookery and bat habitat creation. Species that are most likely to utilize this habitat for nesting/ roosting include great blue heron, great egret, black crowned night heron, and eastern red bat, big brown bat, and little brown bat.

Most of this area is dominated by mature cottonwood trees ranging from 40-60 feet tall. Approximately 40 cottonwood trees will be girdled to enhance heron rookery and bat habitat. Additionally, over 60 trees and 300 shrubs will be planted. See Table 5 for species and quantities.

It is recommended that two sites, 20 trees each, be girdled to create stands of dead trees approximately 100 feet by 100 feet in size. This process will consist of using a chainsaw to cut 1-2 inches around a tree to interrupt sap flow and cause the tree to die over time. The bird species mentioned above will utilize the tops of these standing dead trees as nesting habitat. Stands of trees with greater than 3-inch DBHs will be avoided, as their bark crevice's provide roosting habitat for bats.

This tree girdling process will also lead to a forest canopy gap as the trees die and tip over, allowing sunlight to reach the forest floor. Native species will be planted and seeded in these canopy gaps to allow them to grow under better light conditions. These efforts will increase the biodiversity and vertical structure within the forested community. Further details on the native plant restoration can be found in Section 4.1.3.2 below. Invasive vegetation management of common buckthorn will also be carried out throughout the entirety of the hardwood swamp.

Up to six wood duck nest boxes, four modified wood duck nest boxes for priority waterfowl and woodland species, and six bat houses will be installed along the edge of the hardwood swamp to provide additional nesting habitat. These efforts will be conducted between late summer through winter of 2025. Additional information on target species for seeding, plantings, and nest boxes is included in Sections 4.1.3.2 and 4.1.3.3 below.

4.1.3.2 Native Plant Restoration

Native seed, wild rice, plugs, shrubs, and trees will be planted throughout and adjacent to the graded areas to create the desired habitat types. The seed mix and type of plants will depend on which habitat type is being restored and the availability of each species at the time of construction. Seeded areas will also be prepared

and covered with 100% biodegradable erosion control blanket and protected against nuisance species. Trees will be protected against herbivory by tree guards.

Submergent/ Emergent Marsh

Planting and seeding will be carried out in areas of proposed submergent/ emergent marsh. Areas of optimal substrate, as shown in Figure 9 below, should be taken into consideration when planting and seeding. Areas with interspersed dead, cut non-native phragmites hummocks do not provide optimal substrate for aquatic vegetation and should be avoided.

Planting and seeding in the Submergent/ Emergent Marsh areas will consist of plugs and a submergent/ emergent marsh seed mix obtained from a qualified seed supplier. Seeding immediately following final grading and a cover crop should also be used to better disperse the seed and hold the freshly graded soil in place while the native seeds germinate. Erosion control blanket should be placed over seeded areas once the seed is raked, watered, and compacted into the soil.

The proposed seeding area consists of approximately 2.35 acres of emergent marsh above an elevation of 579 feet above mean sea level (MSL). This elevation is the average water level elevation of the Tank Farm Marsh, and this threshold was chosen to focus seeding efforts in areas of exposed sediment. Seeding within the emergent marsh is not proposed below an elevation of 579 feet above MSL, as seeding efforts of this kind are not as effective when seeding into open water. As water levels fluctuate annually within the marsh, the seeding area may be expanded to include additional areas of exposed sediment in lower water years. Annual maintenance efforts described in Section 4.1.4.2 will be utilized to address these fluctuations.

Plant plugs should be planted densely every three feet with larger plugs placed at or near the water's edge of the grading area to promote emergent/ submergent habitat. A total of 18,236 plugs will be planted across approximately 3.78 acres of emergent/ submergent marsh. Plugs will consist of 9,000 herbaceous plants (1.86 acres), 2,236 floating-leaved plants (0.46 acres), and 7,000 submergent plants (1.45 acres).

Depending on the species, plug planting locations may be extended further into the submergent marsh community adjacent to the grading areas. For submergent plants, staking with wood and placing deeper underwater may be possible. The plugs will need to be planted through cuts and openings in the erosion control blanket as shown in the photo below. Five-foot-tall fencing should be placed around the seeding area. Wooden posts should be driven into the ground, and heavy-duty plastic fencing should be attached to the posts to resist geese from entering the planting area.

An additional 1.50 acres of emergent/ submergent marsh will be seeded with wild rice seed. It is important to note wild rice areas will not require use of cover crop or erosion control blanket. Plantings should be conducted in either the late fall or early spring depending on when final grading is complete.

To prevent geese from flying inside the fenced areas, a thin rope should be strung across the width of the seeding areas. This fence should be left in place for the three years of maintenance. A more detailed explanation of the goose exclusion fencing can be found in Section 4.3.2.

Native species recommended for seeding are listed in Table 3 and species recommended for plug plantings are listed in Table 4. More detailed information on wild rice restoration can be found in Section 4.2 below.



Figure 9. Area of optimal substrate for aquatic vegetation. Substrate outside of this polygon was observed to contain dense, cut stands of dead non-native phragmites, which could inhibit the ability of native seeds to reach the substrate.



Figure 10. Restoration site where submergent marsh plugs are planted underwater. Note the plugs planted through the erosion control blanket to the right of the GEI staff member.



Figure 11. Project site restored by GEI in Menominee, Michigan showing erosion control blanket placed and plugs planted through openings in blanket using tree bars.

Table 3. Submergent/ Emergent Marsh seed mix recommended for seeding within the Tank Farm Marsh submergent/ emergent wetland community*

Scientific Name	Common Name	Oz./Acre
<i>Acorus calamus</i>	Sweet flag	5.00
<i>Alisma subcordatum</i>	Southern water plantain	2.00
<i>Bolboschoenus fluviatilis</i>	River bulrush	2.50
<i>Calamagrostis canadensis</i>	Blue joint grass	1.25
<i>Carex comosa</i>	Bristly sedge	5.00
<i>Carex crinita</i>	Fringed sedge	2.00
<i>Carex hystericina</i>	Porcupine sedge	5.00
<i>Glyceria grandis</i>	Reed manna grass	3.00
<i>Glyceria striata</i>	Fowl manna grass	2.00
<i>Iris virginica shrevei</i>	Southern blue flag iris	3.50
<i>Juncus effusus</i>	Common rush	0.30
<i>Leersia oryzoides</i>	Rice cut grass	4.00
<i>Mimulus ringens</i>	Monkey flower	0.20
<i>Sagittaria latifolia</i>	Common arrowhead	2.00
<i>Schoenoplectus acutus</i>	Hardstem bulrush	1.00
<i>Schoenoplectus tabernaemontani</i>	Softstem bulrush	2.50
<i>Scirpus atrovirens</i>	Dark green rush	2.00
<i>Scirpus cyperinus</i>	Wool grass	0.75
<i>Scirpus pendulus</i>	Red bulrush	1.00
<i>Sparganium eurycarpum</i>	Common bur-reed	6.00
<i>Spartina pectinata</i>	Prairie cordgrass	13.00

*Seed mix information obtained from: <https://www.agrecol.com/WetlandEmergent>

Wet Meadow

Seeding within the wet meadow area will consist of 2.5 acres seeded with a wet prairie seed mix. The seed mix will be obtained from a qualified seed supplier. Seeding should be conducted immediately following final grading and a cover crop should also be used to better disburse the seed and hold the freshly graded soil in place while the native seed germinates. Erosion control blanket should be placed over seeded areas once the seed is raked, watered, and compacted into the soil. Seeding should be conducted in either the late fall or early spring depending on when final grading is complete. Five-foot-tall fencing should be placed around the seeding area, following guidance within the submergent/ emergent sections above. Native species recommended for seeding are listed in Table 5.

Table 5. Wet prairie seed mix recommended for seeding within the Tank Farm Marsh wet meadow wetland community*

Scientific Name	Common Name	Oz./Acre
<i>Anemone canadensis</i>	Meadow Anemone	0.50
<i>Asclepias incarnata</i>	Marsh (Red) Milkweed	4.00
<i>Aster novae-angliae</i>	New England Aster	1.00
<i>Aster puniceus</i>	Swamp Aster	1.00
<i>Baptisia leucantha (alba)</i>	White Wild Indigo	2.00
<i>Bromus ciliatus</i>	Fringed Brome	32.00
<i>Carex bebbii</i>	Bebb's Oval Sedge	1.00
<i>Carex crawfordii</i>	Crawford's Sedge	0.40
<i>Carex crinita</i>	Fringed Sedge	1.00
<i>Carex scoparia</i>	Lance-Fruited Oval Sedge	0.50
<i>Carex stipata</i>	Common Fox Sedge	3.00
<i>Carex vulpinoidea</i>	Brown Fox Sedge	1.50
<i>Cassia hebecarpa</i>	Wild Senna	6.00
<i>Elymus virginicus</i>	Virginia Wild Rye	48.00
<i>Eupatorium maculatum</i>	Spotted Joe Pye Weed	0.40
<i>Eupatorium perfoliatum</i>	Boneset	0.50
<i>Gentiana andrewsii</i>	Bottle Gentian	0.10
<i>Glyceria canadensis</i>	Rattlesnake Grass	3.00
<i>Glyceria grandis</i>	Reed Mana Grass	2.50
<i>Helenium autumnale</i>	Sneezeweed	0.25
<i>Heliopsis helianthoides</i>	Early Sunflower	1.50
<i>Liatris spicata</i>	Marsh Blazing Star	1.00
<i>Lobelia siphilitica</i>	Great Blue Lobelia	0.50
<i>Mimulus ringens</i>	Monkey Flower	0.25
<i>Monarda fistulosa</i>	Wild Bergamot	2.00
<i>Parthenium integrifolium</i>	Wild Quinine	1.00
<i>Pycnanthemum virginianum</i>	Mountain Mint	0.25
<i>Ratibida pinnata</i>	Yellow Coneflower	3.00
<i>Scirpus pendulus</i>	Red Bulrush	0.50
<i>Silphium terebinthinaceum</i>	Prairie Dock	1.00
<i>Solidago graminifolia</i>	Grass-Leaved Goldenrod	0.10
<i>Solidago ohioensis</i>	Ohio Goldenrod	1.00
<i>Solidago riddellii</i>	Riddell's Goldenrod	1.50
<i>Verbena hastata</i>	Blue Vervain	1.50
<i>Veronicastrum virginicum</i>	Culver's Root	0.25
<i>Zizia aurea</i>	Golden Alexanders	4.00

*Seed mix information obtained from: <https://www.agrecol.com/WetPrairie>

Shrub Carr

Planting and seeding within the shrub carr area will consist of 0.6 acres seeded with a wet prairie seed mix and potted shrubs in #2 containers. The seed mix will be the same as described for the wet meadow community above. The shrubs will be planted at a less dense rate than the emergent plugs, approximately every 6-10 feet for a total of 266 shrubs. The timing and methods for seeding should follow a similar pattern and species to those described for the wet meadow seed mix above, and shrub planting should follow a similar pattern to those described for the hardwood swamp listed below.

Table 6. Native shrub species recommended for planting within the Tank Farm Marsh shrub carr wetland community

Scientific Name	Common Name	Qty.
<i>Cornus amomum</i>	Silky dogwood	26
<i>Cornus sericea</i>	Red-osier dogwood	56
<i>Ribes americanum</i>	Wild black currant	26
<i>Salix bebbiana</i>	Bebb's willow	26
<i>Salix discolor</i>	Pussy willow	40
<i>Salix petiolaris</i>	Meadow willow	26
<i>Sambucus canadensis</i>	Elderberry	26
<i>Spiraea alba</i>	Meadowsweet	40
Total		266

Hardwood Swamp

Planting and seeding within the hardwood swamp will consist of two, 0.25-acre plots (0.5 acres total) seeded with a native, woodland seed mix and potted shrubs and trees in #2 containers. Seeding should be conducted following initial construction and invasive treatments on the island. A cover crop should also be used to better disburse the seed and hold the freshly graded soil in place while the native seed germinates. A layer of straw mulch should be placed over the seeded areas once the seed is raked, watered, and compacted into the soil.

Plantings should be conducted in either the late fall or early spring depending on when initial construction is complete. The shrubs will be planted at a less dense rate than within the shrub carr, approximately every 8 feet for a total of 375 shrubs. The trees will be planted approximately every 20 feet for a total of 61 trees. To protect the plantings from deer browsing and other animal disturbances, four-foot-tall tree guards should be installed on individual trees. Tree, shrub, and herbaceous species recommended for plantings and seeding are listed in Table 7.

Table 7. Native species recommended for seeding and planting within the Tank Farm Marsh shrub carr hardwood swamp wetland community

Trees - Woodland (0.5 acre)		
Scientific Name	Common Name	Qty
<i>Acer rubrum</i>	Red maple	3
<i>Acer saccharinum</i>	Silver maple	9
<i>Betula alleghaniensis</i>	Yellow birch	9
<i>Carpinus caroliniana</i>	Hornbeam	9
<i>Celtis occidentalis</i>	Hackberry	3
<i>Platanus occidentalis</i>	Sycamore	9
<i>Quercus bicolor</i>	Swamp white oak	3
<i>Quercus macrocarpa</i>	Bur oak	4
<i>Tilia americana</i>	Basswood	3
<i>Ulmus americana</i>	American elm	9
Total		61

Shrubs - Woodland (0.5 acre)		
Scientific Name	Common Name	Qty
<i>Alnus incana</i>	Speckled alter	35
<i>Cephalanthus occidentalis</i>	Buttonbush	35
<i>Cornus amomum</i>	Silky dogwood	40
<i>Hamamelis virginiana</i>	Witch hazel	35
<i>Ilex verticillata</i>	Winterberry	40
<i>Lindera benzoin</i>	Spicebush	40
<i>Rubus pubescens</i>	Swamp raspberry	35
<i>Sambucus canadensis</i>	Elderberry	40
<i>Viburnum lentago</i>	Nannyberry	75
Total		375

*Woodland seed mix information obtained from:
<https://www.agrecol.com/WoodlandMix>

Woodland Seed Mix (0.5 acre)*		
Scientific Name	Common Name	Oz/Acre
<i>Actaea rubra</i>	Red baneberry	0.8
<i>Agastache scrophulariifolia</i>	Purple giant hyssop	1.6
<i>Ageratina altissima</i>	White snakeroot	0.4
<i>Allium tricoccum</i>	Wild leek	3.2
<i>Anemone virginiana</i>	Tall anemone	0.8
<i>Aquilegia canadensis</i>	Wild columbine	1.6
<i>Blephilia hirsuta</i>	Wood mint	0.8
<i>Campanula americana</i>	Tall bellflower	3.2
<i>Carex blanda</i>	Common wood sedge	0.8
<i>Carex grayi</i>	Common bur sedge	4.8
<i>Carex pensylvanica</i>	Common oak sedge	0.8
<i>Caulophyllum thalictroides</i>	Blue cohosh	3.2
<i>Cinna arundinacea</i>	Common wood-reed	1.6
<i>Claytonia virginica</i>	Spring beauty	0.8
<i>Cryptotaenia canadensis</i>	Honewort	1.6
<i>Desmodium glutinosum</i>	Pointed-leaved tick trefoil	3.2
<i>Diarrhena obovata</i>	Beak grass	6.4
<i>Elymus hystrix</i>	Bottlebrush grass	9.6
<i>Eurybia macrophylla</i>	Big-leaved aster	0.6
<i>Eutrochium purpureum</i>	Purple Joe-pye weed	0.8
<i>Maianthemum racemosum</i>	Solomon's plume	3.2
<i>Mertensia virginica</i>	Virginia bluebells	0.16
<i>Osmorhiza claytonii</i>	Sweet cicely	3.2
<i>Pensemon calycosus</i>	Smooth beard-tongue	0.6
<i>Persicaria virginiana</i>	Woodland knotweed	3.2
<i>Polygonatum biflorum</i>	Solomon's seal	3.2
<i>Prenanthes alba</i>	Lion's foot	1.6
<i>Rudbeckia laciniata</i>	Wild golden glow	0.8
<i>Sanguinaria canadensis</i>	Bloodroot	0.1
<i>Scrophularia marilandica</i>	Late figwort	1.6
<i>Smilax lasioneura</i>	Common carrion flower	2.4
<i>Solidago flexicaulis</i>	Zig zag goldenrod	0.2
<i>Solidago ulmifolia</i>	Elm-leaved goldenrod	0.4
<i>Symphyotrichum lateriflorum</i>	Calico aster	0.8
<i>Taenidia integerrima</i>	Yellow pimpernel	1.2
<i>Thalictrum dioicum</i>	Early meadow rue	3.2
<i>Uvularia grandiflora</i>	Bellwort	0.8

4.1.3.3 Habitat/ Nest Structure Installation

To enhance the Tank Farm Marsh wetland restoration for priority species, several habitat structures will be installed. This includes nesting boxes, platforms, and tree crown clusters. A list of the habitat enhancements included in the design are provided in Table 8 and described in the sections below.

Table 8. List of Habitat Structures to be Installed

Nest Structures	Quantity
Wood duck nesting boxes (new)	6
Common merganser nest box	1
Hooded merganser nest box	1
Common goldeneye nest box	1
Northern flicker nest box	1
Great crested flycatcher nest box	1
Tree swallow nest box	1
Purple martin nest structure	1
Bat houses	6
Osprey nesting platform	1
Floating wrack platforms	32
Tree Crown Clusters	Quantity
Tree clusters each made of 3-5 interwoven trees	3 clusters

Tree Crown Clusters

Tree crown clusters will be installed at three emergent marsh locations to provide habitat structure for fish, reptiles, amphibians, and waterbirds. These structures are also commonly known as “fish sticks” when installed in shallow water environments for fish habitat enhancement.

Each tree crown cluster will include 3 to 5 interwoven tree crowns, requiring a total of 13 trees. The partly submerged coarse woody debris will provide protective habitat structure for benthic invertebrates and shoreline fish species, spawning habitat for anurans, basking habitat for turtles, nesting and perching habitat for wetland birds, and shelter for mustelids, as illustrated in Figure 12. The structures will consist of ash, or other dense, rot-resistant hardwood species and will be delivered to the site by the City of Green Bay’s urban forestry department. Tree bole diameters should range from 16 to 24 inches, with the tree crown branches remaining intact to the greatest extent possible. The tree crown clusters should be placed on top of sediment in 6 to 18-inches of water. Off-site materials will be utilized, as woody debris from eastern cottonwood on-site is less rot-resistant and will require more long-term maintenance and replacement. Timing of delivery and installation will require coordination with the city with installation after initial grading and before topsoiling.



Figure 12. Example of tree crown clusters installed in a shallow water habitat. Photograph obtained from: <https://erc.cals.wisc.edu/healthylakesgrants/files/2016/03/Healthy-Lakes-Fish-Sticks-Technical-Guidance.pdf>

Wood Duck Boxes

The Tank Farm Marsh budget allows for maintenance on existing structures or for six new wood duck nest boxes to be installed. Ten wood duck nesting boxes and one nesting tube are currently present within and adjacent to the Project Area. None of these boxes are currently in use by waterfowl. It is recommended that these structures be monitored, and their condition, location, and height be documented to determine their ability to be re-used for this project. If suitable for re-use, their location, height, paint color, sealant, and nesting material may require maintenance and modifications prior to re-installation.

Wood duck boxes should be installed on existing trees along the water's edge of the hardwood swamp or on steel poles within deep/shallow marsh to provide additional nesting habitat, as illustrated in Figure 13. Live or dead trees can be suitable for nest box placement; however, boxes mounted on poles in or near the water are ideal. It is recommended that the boxes be installed at a rate of at most one box per acre of suitable habitat. Boxes should be mounted approximately 6-10 feet high when installed on land and 3 feet above high-water levels when installed in water.

Wood shavings can be placed inside the nest box to provide nesting material prior to the breeding season. Entry holes should be no more than 3 inches high and 4 inches wide and clear of branches and face the water. These sized holes, along with predator guards placed below the nest box, should prevent nest disturbance from predators such as raccoons.

It is important to consider that unmodified wood duck nest boxes placed in hardwood swamp habitat may also provide enhanced nesting habitat for northern flying squirrel and red squirrel. Although these species are not

listed as LGBFR AOC priority wildlife species, the northern flying squirrel is a Special Concern species in Wisconsin. Therefore, they are protected under state law, and nests shall remain in place if they happen to take residence in a wood duck nest box. Further information on construction and installation of wood duck nest boxes can be found here: <https://www.audubon.org/news/how-build-wood-duck-nest-box>.



Figure 13. Example of a wood duck nest box mounted on a metal pole alongside a shallow marsh wetland. Photograph obtained from <https://www.audubon.org/news/how-build-wood-duck-nest-box>.

Secondary Cavity Nesting Bird Houses

Modified Nest Boxes for Priority Waterfowl and Wooded Wetland Bird Species

With slight modifications to the size and shape of the entrance hole and proper placement, modified wood duck nest boxes can provide enhanced nesting habitat for additional secondary cavity nesting, priority bird species at Tank Farm Marsh, as illustrated in Figures 14 and 15. This set of species may include common merganser, hooded merganser, common goldeneye, and northern flicker. The design plan calls for the installation and maintenance of four modified nest boxes for priority waterfowl and wooded wetland bird species.

It is recommended nest boxes be modified and installed as follows: one common merganser, one hooded merganser, one common goldeneye, and one northern flicker. Hooded merganser nest box dimensions are the same as those for wood duck; therefore, modifications will not need to be made but mounting and placement may vary.

All nest boxes should be installed on the hardwood swamp island. Nest box structures should be installed prior to spring melt - generally before the end of March and should include the placement of 3-4 inches of wood shavings in the box at the time of installation. Details on mounting and placement of modified nest boxes can be found in Table 9 below.

Table 9. Recommended modifications to wood duck nest box entry hole size, mounting and placement to support priority bird populations at Tank Farm Marsh.

Species	H" x W" of Entry Hole	Mounting and Placement
Wood Duck	3.5 x 4	On poles with predator guards in marsh or mounted on healthy trees with the entry hole at 8-10 feet, facing the water, with branches cleared for unobstructed entry and exit.
Common Merganser	4.5 x 5	Mount on healthy trees in hardwood swamp habitat with the entry hole at 8-17 feet, facing the nearest open water and with branches cleared for unobstructed entry and exit.
Hooded Merganser	3.5 x 4	Mount on healthy trees in hardwood swamp habitat with the entry hole at 10-15 feet, facing the nearest open water and with branches cleared for unobstructed entry and exit.
Common Goldeneye	3.5 x 4.5	Mount on healthy trees along the hardwood swamp shoreline with the entry hole facing the marsh at 6-30 feet and branches cleared for unobstructed entry and exit.
Northern Flicker	2.5 x 2.5	Mount on healthy tree in sparsely covered hardwood swamp habitat with the entry hole facing south or east at 6-20 feet and branches cleared for unobstructed entry and exist. Cut ¼" deep slits on inside walls to assist nestlings in climbing out.



Figure 14. Example of nest box modified with entry holes adequate for hooded merganser nesting. Photograph obtained from: <https://twitter.com/DUCBoreal/status/994216760319598592>



Figure 15. Example of nest box modified with entry holes adequate for northern flicker nesting. Photograph obtained from: <https://www.massaudubon.org/news/latest/bird-box-101>

Bird Houses for Priority Coastal and Wooded Wetland Bird Species

The Tank Farm Marsh design plan calls for the installation and maintenance of three additional artificial cavity nest designs to enhance breeding and reproduction of priority secondary cavity nesting birds in the LGBFR AOC. These three designs, illustrated as Figures 16 and 17, will support enhanced breeding and reproduction of up to three bird species. These species include two coastal birds (tree swallow and purple martin) and one wooded wetland bird (great crested flycatcher).

It is recommended that nest boxes be installed as follows: one great crested flycatcher nest box, one tree swallow nest box, and one purple martin nest structure. Great crested flycatcher and tree swallow/ bluebird nest boxes should be installed within wet meadow habitat. Purple martin nest structure should be installed within an area of emergent marsh adjacent to wet meadow habitat. These nest box structures should also be installed prior to spring melt - generally before the end of March and should include the placement of 3-4 inches of wood shavings in the box at the time of installation. More detailed information on these structures and their installation can be found in Table 10 below.

Table 10. Nest structures, mounting, and placement information to support up to four additional secondary cavity nesting birds at Tank Farm Marsh.

Species	Type of House	Mounting and Placement
Great Crested Flycatcher	Troyer's deluxe sparrow resistant bluebird house set (#SRBHSet)	Mount on healthy trees with the entry hole at a height of 6-10 feet. The entry hole should face toward an opening in hardwood swamp habitat. The box should have an unobstructed flight path to the entry hole.
Tree Swallow	Troyer's deluxe sparrow resistant bluebird house set (#SRBHSet)	Mount on pole with predator guard in wet meadow habitat with entry hole at 4-6 feet. The entry hole should face east, towards open, unwooded habitat.
Purple Martin	Troyer's deluxe 12-unit gourd rack super combo kit (#SC12HV)	Mount on pulley pole with predator guard 10-15 feet off the ground in emergent marsh habitat. The house should be installed at least 40 feet away from building or trees.



Figure 16. Nest box designed to support species such as tree swallow and great crested flycatcher.



Figure 17. Nest boxes designed to support purple martin. Housing consists of a complex of multiple homes together to support colonial-nesting behavior.

Bat Houses

Six bat houses will be installed to provide roosting habitat, as illustrated in Figure 18. Species such as the big brown bat, little brown bat, and eastern red bat, commonly utilize bat houses and will be the species of focus for these houses.

Bat houses must be stained with a dark brown or black color and sealed along the edges to provide the bats with enough heat. Houses should be installed on wood or steel poles along the water's edge of the hardwood swamp to provide additional roosting habitat. Dead trees are not suitable for bat house placement as they will block sunlight and increase risk of predation.

Houses should be mounted approximately 15-20 feet off the ground and around 20 feet from the nearest tree branches (Figure 18). They should be installed on the northeast side of the hardwood swamp to allow for the island to act as a buffer to highway traffic noise. Chambers within the bat houses should be less than 1 inch side to avoid attracting predators. Predator guards can also be installed below the house to further deter predators (Figure 19).

It is critical that bat houses be placed in locations where they are exposed to 6-8 hours of direct sunlight per day. Houses can be mounted back-to-back to increase occupancy rates by giving a range of temperatures for the bats to choose from. If this is done, one house should receive full sun and the other should receive mostly shade.

Information on the construction of bat houses can be found here:

<https://www.nwf.org/garden-for-wildlife/cover/build-a-bat-house#:~:text=Bat%20houses%20should%20be%20mounted,to%2020%20feet%20is%20better.>

Further information on the installation of bat houses can be found here:

https://www.batcon.org/images/InstallingYourBatHouse_Building.pdf



Figure 18. Example of a bat installed on a wooden post near emergent and shallow marsh wetland. Photograph obtained from: <https://www.ncwildlife.org/Connect-With-Us/Blog/wildlife-commission-reminds-homeowners-to-be-bat-friendly-during-bat-pup-rearing-season>



Figure 19. Bat house with predator guard illustrating inner chambers. Photograph obtained from: <https://www.childhoodbynature.com/build-a-better-bat-house/>

Osprey Nesting Platform

One osprey elevated nesting platform will be installed near the southwest end of the constructed access road. This will provide an accessible location for installation, while avoiding ATC and U.S. Venture easement restrictions.

A metal osprey platform (like that of Figure 20) and wooden post were donated to GEI, and installation efforts will also be donated to the project. The platform will be installed on a former utility transmission pole, as illustrated in Figure 21. It will be located above the deep/shallow marsh within the Tank Farm Marsh site and will provide close access to open waters of the bay of Green Bay for foraging.

As osprey have been noted to habituate quickly to human activity, the proximity of this location to the highway and Hurlbut Street should not cause an issue. Proximity to bald eagle nests may pose a threat to the threat of osprey nesting platforms; however, the closest known bald eagle nest is approximately 3.5 miles away from the site.

Following installation, the WDNR requires that GIS coordinates of all newly installed Osprey platforms be reported to the WDNR eagle/osprey survey contact for this area. Further information on osprey nesting platforms and their installation can be found here: <https://dnr.wi.gov/files/pdf/pubs/er/er0680.pdf>.



Figure 20. Metal osprey nesting platform with occupied nest, mounted on top of post. Photograph obtained from: <https://pearsonpilings.com/osprey-nest/>



Figure 21. Metal osprey nesting platform mounted on top of post. Photograph obtained from: <https://pearsonpilings.com/osprey-nest/>

Floating Wrack Platforms

Floating wrack platforms will be installed in submergent/ emergent marsh areas to provide enhanced nesting habitat for black and Forster's terns. Installation will not occur during Year 0; therefore, detailed information on wrack mat platform materials and design specifications can be found in Annual Maintenance, Section 4.1.5.3, below.

4.1.3.4 Nuisance Species Management

Nuisance species management during the restoration phase will consist of initial mapping of invasive species and invasive vegetation and carp management as described in Section 4.3 below.

4.1.4 Annual Maintenance (Years 1-3)

Following initial restoration, the maintenance phase of the project will begin. This will continue for three years. Maintenance efforts will consist of a post-construction wetland delineation, continued native plant restoration, habitat and nesting structure maintenance, continued nuisance species management, and road maintenance, as needed. Detailed information on each of these actions is described below.

Following year three, a long-term management plan in collaboration with the WDNR and local partners will need to be created to support the continued success of the restoration efforts completed at Tank Farm Marsh.

4.1.4.1 Post-construction Wetland Mapping

It is recommended that an as-built survey be completed following construction. This will consist of utilizing drone footage and accurate elevation model data to confirm that the proposed wetland communities were properly constructed. High-resolution aerial imagery will be analyzed to estimate wetland community types and boundaries immediately following construction. It is recommended that an official wetland delineation be completed after the site has had time to further develop. This should occur no earlier than Year 2; however, the WDNR should be consulted to determine the appropriate time for the final wetland delineation to be conducted. This information will be critical to documenting the restoration of LGBFR AOC priority fish and wildlife habitats that will allow for improvement of habitat condition scores and eventual BUI removals.

4.1.4.2 Native Plant Restoration

Annual monitoring and maintenance of the seeded areas and plug plantings should be completed. The project budget accounts for additional seeding and plug plantings at a lower rate (10% replacement of seed and plantings) in Years 1 and 3. In total, 0.6 acres of wetland maintenance seeding will be conducted in Years 1 and 3, and seed mixes should be allocated to habitats as necessary.

Submergent/ Emergent Marsh

A total of 1,824 plugs will be planted within the submergent/ emergent marsh in Years 1 and 3. The timing and methods for seeding and planting should follow a similar pattern to those described in Section 4.1.3.2 above. The locations of these plug plantings and seedings should also consider annual water levels and success of previous plantings, focusing on areas of needed improvement. Exclusion fencing surrounding the seeded areas and protective erosion control blanket should be monitored annually and repaired/replaced as necessary. The fencing should be left in place for the three monitoring years and can be removed at the end of the project. More detailed information on wild rice annual seeding and maintenance can be found in Section 3.2 below.

Wet Meadow

The timing and methods for seeding should follow a similar pattern to those described in Section 4.1.3.2 above. The locations of these seedings should also consider success of previous plantings, focusing on areas of needed improvement. Exclusion fencing surrounding the seeded areas and protective erosion control blanket should be monitored annually and repaired/replaced as necessary. The fencing should be left in place for the three monitoring years and can be removed at the end of the project.

Shrub Carr

A total of 64 shrubs will be installed between both the shrub carr and hardwood swamp communities in Years 1 and 3. The timing and methods for seeding and planting should follow a similar pattern to those described in Section 4.1.4.3 above. The locations of these plantings should also consider success of previous planting, focusing on areas of needed improvement. Exclusion fencing could be considered for installation around the planted areas if necessary due to predation.

Hardwood Swamp

A total of 64 shrubs will be installed between both the shrub carr and hardwood swamp communities in Years 1 and 3. The timing and methods for planting should follow a similar pattern to those described in Section 4.1.3.2 above. The locations of these plantings should also consider success of previous planting, focusing on

areas of needed improvement. Tree guards and plastic fencing surrounding the seeded areas should be monitored annually and repaired/ replaced as necessary. The fencing should be left in place for at least two years following initial seeding and can be removed at the end of the project.

4.1.4.3 Habitat/ Nest Structure Maintenance

Tree Crown Clusters

It is expected that tree crown habitat structures using ash trees or other relatively dense, rot-resistant hardwood trees will gradually decompose over a fifteen-year period when placed in the emergent and floating-leaved marsh zone. To account for this decay rate and sustain the habitat and ecological benefits that the tree crown clusters provide, it is recommended that one additional tree crown cluster be added every 5-years to each of the tree crown habitat structure locations.

Tree crown material used for maintenance should consist of ash, or other dense, rot-resistant hardwood species, rather than woody debris from the less-rot resistant eastern cottonwood on-site. It is not expected that maintenance on the tree crowns will be required within the maintenance phase of this project. However, following year three of project maintenance, a long-term management plan that includes the maintenance of tree crown habitat structures should be implemented in coordination with the City of Green Bay urban forestry department to sustain the habitat enhancements that the tree crown clusters provide.

Wood Duck Boxes

Wood duck nest boxes should be cleaned out annually in late fall or winter, after the nesting season, and nesting material should be replaced at this time. The timing and methods for maintenance should follow a similar pattern to those described in Section 4.1.3.3 above. Disturbance to the boxes should be avoided during spring and summer, including looking inside the nest box. Additionally, if a non-focal, state protected species, such as northern flying squirrel, take residence in the wood duck nest box, their nest should remain undisturbed. In this case scenario, if disturbance to the nest box must occur, the WDNR rare vertebrate animal contact should be consulted with.

The Tank Farm Marsh budget includes three years of wood duck box maintenance at the site. Following year three, a long-term management plan should be implemented that includes annual cleaning and maintenance of wood duck nest boxes to sustain the habitat enhancements that the wood duck boxes provide.

Nest Boxes for Priority Secondary Cavity Nesting Birds

All nest boxes should be cleaned out annually in late fall or winter, after the nesting season, and nesting material should be replaced at this time. Disturbance to the boxes should be avoided during spring and summer, including looking inside the nest box. The Tank Farm Marsh budget includes three years of wood duck box maintenance at the site. The timing and methods for maintenance should follow a similar pattern to those described in Section 4.1.4.2 above.

The Tank Farm Marsh budget accounts for three years nest box maintenance at the site. Following maintenance year three, a long-term management plan for nest box maintenance will be needed to support continued breeding and reproduction of secondary cavity nesting birds. Additionally, if a non-focal, state protected species, such as northern flying squirrel, takes residence in the nest boxes, their nest should remain undisturbed. In this case scenario, if disturbance to the nest box must occur, the WDNR rare vertebrate animal contact should be consulted with.

Bat Houses

Bat houses do not need to be cleaned out annually. However, the house should be inspected annually to check it is being used, it is sealed properly, and there are no pest disturbances. The timing and methods for maintenance should follow a similar pattern to those described in Section 4.1.3.3 above. Inspections for bats are best done at sunset when bats are exiting the house or by looking for guano beneath the house. Tampering with and shining lights into the house can cause the bats to vacate the house and deter them from returning.

Following the first year of installation, if there are no bats present, the location of the house should be reconsidered if the house is not receiving optimal sunlight. If the bat house experiences a decline in bats over time, maintenance on the house, such as re-sealing and re-painting, may be required. The Tank Farm Marsh budget accounts for three years of bat house monitoring and maintenance at the site. Following year three, a long-term management plan for bat house maintenance will need to be created to support their continued success at this site.

Osprey Nesting Platform

Since osprey are protected by the Federal Migratory Bird Species Act, maintenance and disturbances to the nest must comply with federal and state regulations. Continual disturbances within 330 feet of active nest, such as transmission line construction, may cause nest abandonment and failures. It is recommended that if disturbances to or maintenance of the nest platform are unavoidable, they should be conducted outside the nesting season (such as September through March).

Projects occurring during the nesting season within 330 feet of an occupied osprey nest must contact the WDNR eagle/osprey survey contact for this area. If maintenance of the structure or other circumstances pose an inherent risk to an occupied nest and it qualifies for nest removal, a USFWS federal permit and state review will be required. It is not expected that maintenance on the osprey nest platform will be required within the maintenance phase of this project. However, a long-term management plan for osprey nest platform maintenance will need to be created to support its continued success at this site.

Floating Wrack Platforms

A set of 32 floating wrack platforms will be installed in six submergent/emergent marsh areas to provide enhanced nesting habitat for black and Forster's terns. It is recommended that 16 of the platforms target black terns and 16 target Forster's terns. Although budget allows for initial installation to begin in Year 1, floating wrack mat platforms will be most successful if installed after dense emergent vegetation has established and hemi-marsh conditions have been achieved. It is anticipated that hemi-marsh conditions will be achieved in post-planting/maintenance Year 3.

The platforms will emulate accumulated mats of floating vegetation (wrack) upon which black and Forster's terns build their nests. For black terns, this will consist of 5-6 floating wrack platforms located no less than 30 feet apart. This will be done to avoid competition between platforms, while still allowing terns to nest in loose colonies. For Forster's terns, this will consist of 6-8 floating wrack platforms adhered together, creating one large platform.

All platforms should be installed within hemi-marsh habitat and not within open water. Each platform will consist of a 2.5-foot by 2.5-foot, plastic polyvinyl chloride (PVC) pipe frame wrapped in mesh hardware cloth with sod or dead vegetation placed on top. Floating Wrack Platforms will be secured to a cinder block anchor with galvanized chain and attachment hardware. The chain will be long enough to allow the platform

to float at designed water level elevations. The PVC pipe used for the platform will be painted black or brown to blend in with the surrounding water. To provide additional perching habitat for adults, a 10-foot PVC pipe with a PVC T-joint top will be adhered to the side of the platform using a 1-inch U an appropriate attachment hardware (Figure 22). The PVC pip used for the perch will be painted green to blend in with the surrounding vegetation.

Various techniques have been utilized in recent years for adding species specific nesting material on the top of the platforms. For black terns, inverted lawn sod placed in the center of the platform has proven to be a successful nesting substrate. A narrow strip of sod or artifial turf placed upright around the perimeter helps prevent eggs and chicks from falling off (Figure 23). For Forster's terns, large mats of dead cattail or other herbaceous plants can placed upon the platform as nesting substrate (Figure 24). Information on the construction and installation of similar structures can be found here:

<https://www.wisducks.org/wp-content/uploads/2021/03/WWA-Black-Tern-Guide.pdf>

Floating wrack platforms will need to be maintained annually. Annual installation should occur in early spring (mid-March to early-April), and annual removal should occur in late summer or autumn (late August to mid-October). Installation locations will be determined annually based on water levels and aquatic vegetation within the Tank Farm Marsh. It is expected these structures should last up to 10 years, with annual replacement of turf and plant debris being required.

During the nesting season, it is recommended that the platforms be monitored regularly to track rate and timing of platform utilization, nesting, and fledging. As both black and Forster's terns are state listed species, monitoring should be performed from a distance using a pair of binoculars or a spotting scope to minimize potential nesting disturbance and comply with state regulations. Monitoring of tern nesting phenology and potentially antagonistic wrack mat use by non-tern species should be monitored to refine the timing of spring wrack mat deployment.

The Tank Farm Marsh budget accounts for three years of floating wrack platform installation, monitoring, removal, and maintenance. Following year three, a long-term management plan for floating wrack platform maintenance will need to be created to support their continued success at this site.



Figure 22. Black tern floating nest platform with attached perch pole. Photograph obtained from: WDNR Black Tern Nesting Habitat Enhancement Project, Grassy Lake, Wisconsin.



Figure 23. Black tern nest platform with inverted sod center installed within submergent marsh. Photograph obtained from: <https://www.wisducks.org/wp-content/uploads/2021/03/WWA-Black-Tern-Guide.pdf>



Figure 24. Forster's tern floating nest platform with cattail mat installed within emergent/ submergent marsh. Photograph obtained from: <https://madisonaudubon.org/fff/2018/12/28/forsters-tern>

4.1.4.4 Nuisance Species Management

Nuisance species management will be carried out annually during years 1-3. This will consist of annual mapping of invasive vegetation species and management techniques described in Section 4.3 below.

4.1.4.5 Road Maintenance

The gravel road may require annual maintenance during the spring season to deal with potential frost/freeze heave locations, potential settled areas, or slight erosion especially after the first full frost-freeze cycle of its service life and initial settlement. The maintenance program should consist of minor grading/compaction of disturbed areas, and possibly placing additional gravel to stabilize disturbed areas.

Vehicle traffic should be limited to the dry portions of the season and minimized or avoided during the spring thaw period. The road design assumes a full-size pickup truck or other passenger vehicles will be using the road intermittently throughout the year. If heavy equipment, utility trucks, or other vehicles are using the road, additional and more extensive maintenance may be necessary.

4.2 Wild Rice Restoration

4.2.1 Wild Rice Overview

The wild rice restoration plan was developed by a GEI environmental scientist with previous wild rice restoration experience. GEI staff consulted with UW-Green Bay Restoration Scientist and Project Coordinator, who has conducted years of wild rice restoration in coastal wetlands of the Green Bay, and WDNR Senior Water Resources Management Specialist, who has significant experience with wild rice restoration in northern Wisconsin, to create a restoration plan based off best management practices. Minnesota and Wisconsin DNR wild rice resources were also referenced throughout the production of the restoration plan.

Wild rice is an annual aquatic plant that provides significant ecological and cultural benefits to the landscape. Two species of wild rice (*Zizania palustris* and *Zizania aquatica*) are native to the upper Midwest. Historically found in wetlands, rivers, and inland lakes throughout the state, wild rice now grows in relatively clear, shallow waters in northern Wisconsin. According to the “*Strategic Analysis of Wild Rice Management in Wisconsin*” there had been historical reports of both wild rice species in the waters of Peters Marsh and Duck Creek within the lower Green Bay in 1916 and 1982 (WDNR, 2021). Due to increased shoreline development and industrialization throughout the last century, wild rice has experienced a long-term decline. Studies conducted by the Great Lakes Indian Fish and Wildlife Commission identified wild rice as having the highest level of vulnerability to threats posed by climate change as well.

Wild rice has long been an important part of indigenous culture, particularly the Menominee tribe that has inhabited this region for centuries. The name “Menominee” is derived from the word “manoomin,” meaning “good berry” or loosely wild rice in the native Ojibwe language. Wild rice has a strong cultural, economic, and spiritual importance to indigenous people, as well as historically providing a staple grain in their diet (GLIFWC).

Wild rice also provides a food of high nutritional value and optimal habitat for waterfowl, fish, amphibians, insects, and other wildlife species. Particularly, wild rice provides an important, nutritional food source for fall-migrating waterfowl, including blue-winged teal, ring-necked duck, wood duck, and others (WDNR, 2022).

As many species of waterfowl and waterbirds have historically been observed at the site (see Section 4.6 of *Tank Farm Marsh Concept Plan* for more information), enhancing the food source quality within this area would greatly benefit the wildlife that already utilize this site. The plants also provide nesting material for species such as muskrats, which can be further utilized for perching sites for herons and turtles (WDNR, 2022). These benefits align with the Lower Green Bay and Fox River AOC goals to enhance waterfowl and wildlife habitat within this region.



Figure 25. Wild rice plants in emergent marsh habitat. Emergent stage plants can be seen in the background, with floating leaf stage plants seen in the foreground. Image taken by GEI staff.

Wild rice typically grows in relatively shallow, clear waters with low to moderate flow and minimal fluctuations in water level. Preferred substrate is organic muck; however, wild rice has been found to thrive in sandy substrates as well. The plants can grow in waters as shallow as 6 inches and as deep as 5 feet, with approximately 1.5 feet being ideal. The depth to which wild rice can grow is dependent on many environmental factors such as water clarity, aquatic vegetation density, and stability of water level. In early spring, wild rice plants germinate as submergent leaves, which float on the water surface by early summer. This stage in particular is very susceptible to large water level fluctuations, with flashy water levels potentially drowning out the plants. By mid-summer, plants become emergent and grow 3-10 feet above the surface of the water. Floating leaf and emergent wild rice plants are illustrated in Figure 25 above. Around early August, the plants begin producing seeds, which drop and rest in the sediment until the next growing season. Seed production is also dependent on environmental factors including surrounding aquatic vegetation density, waterfowl presence and grazing, carp disturbance, and stability of water level. An illustration of the wild rice annual life cycle can be found below.

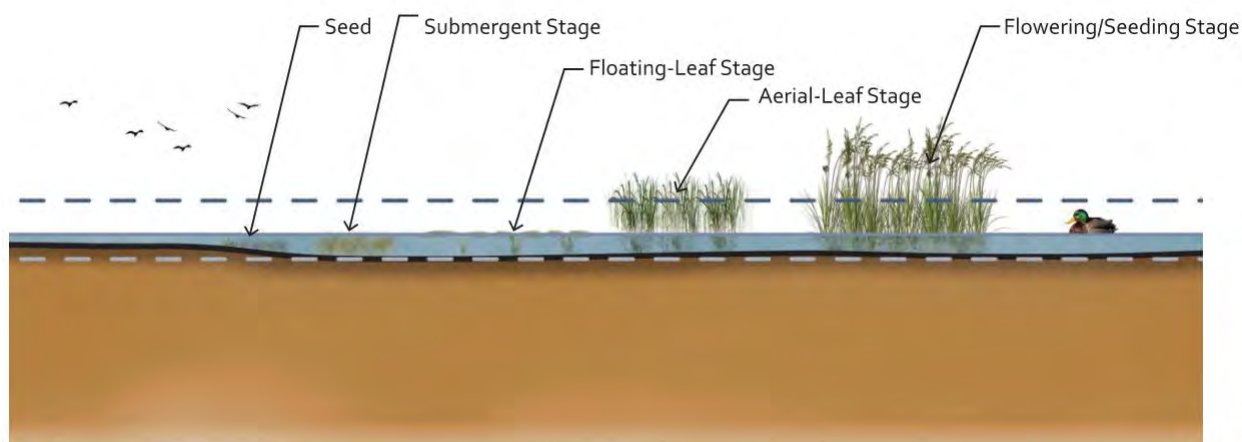


Figure 26. Annual life cycle of wild rice. Low, average, and high-water levels within the Tank Farm Marsh are illustrated by the dashed lines.

4.2.2 Existing and Desirable Habitat Conditions

Existing conditions within the Project Area offer both benefits and constraints to the success of wild rice restoration. Water level fluctuations within the marsh from low to high water level years drastically changes the habitat the plant relies on. In low water years, there may be no standing water within the Project Area; therefore, wild rice may not germinate or be successful throughout the entire growing season. However, if a high seeding rate is utilized during the site construction and maintenance, the wild rice should establish within the seed bank and remain viable for as long as 20 years.

Although wild rice typically thrives within waters with high native plant diversity, the lack of existing aquatic vegetation throughout the site offers an opportunity for wild rice to have reduced competition while establishing. However, the presence and disturbance caused by common carp and heavy grazing activity by Canada geese pose a significant threat to the establishment and survival of wild rice plants during the early growing season. Non-native phragmites presence throughout the Project Area can also have a detrimental effect on the survival of wild rice plants, as they can easily be outcompeted by this invasive species. The continued maintenance and removal of invasive/nuisance species throughout the site is critical to not only wild rice restoration, but the establishment of the entire native plant community. The table below illustrates and compares the ideal habitat of wild rice compared to existing conditions within the Project Area.

Table 11. Wild rice habitat requirements compared to existing Tank Farm Marsh habitat conditions.

Habitat Characteristic	Ideal Habitat	Tank Farm Marsh
Sediment	Mucky, organic	Mucky, organic
Water Depth	6 inches- 3 feet	0-5 feet (high water years) & ~0 feet (low water years)
Flow	Low	Wind driven surface flow
Invasive Species Presence	No invasive species present	Invasive species present (common carp, narrowleaf cattail, non-native phragmites)
Associated Aquatic Plants	Bulrush, bur-reed, wild celery, duck weed, arrowhead, smartweed, sedges, etc.	Low density of lesser duckweed & coontail are present
D.O. Levels	High	Unknown (likely low)
Water Level Fluctuations	Stable water levels	Annual fluctuations in water level due to rainfall and changes in the Green Bay
Water Clarity	Relatively clear	Turbid (visible to 8 inches below water surface)

4.2.3 Wild Rice Restoration Methodology

4.2.3.1 Location

Three areas, totaling approximately 1.5 acres, will be targeted for wild rice restoration. These locations will have a water level ranging from approximately 0-4 feet above a soft, organic sediment layer, depending on natural water level fluctuations within the marsh and the adjacent bay of Green Bay.

Site observations and bathymetric data collected in June 2023 were utilized to determine areas of optimal environmental conditions for wild rice restoration. These conditions consisted of areas with organic muck substrate without dead, non-native phragmites hummocks interspersed throughout.

Area 1 is approximately 0.25 acres, and Areas 2 and 3 are approximately 0.625 acres each, as shown in Figure 27 below. All areas are located to the northeast of the hardwood swamp island on the south-southeast edge of offshoots of filled land proposed to be a mix of submergent and emergent marsh. Georeferenced maps of these locations should be utilized in the field to verify that proper locations and acreages are being seeded.



Figure 27. Proposed wild rice restoration areas. Locations were determined following Spring 2023 field surveys to verify optimal environmental conditions.

4.2.3.2 Seeding Techniques

Wild rice efforts will consist of hand-seeding designated wild rice restoration areas within the Tank Farm Marsh following site construction, either by canoe/ kayak or by foot, as water levels allow. The seed can be transferred from its original storage container into smaller containers/buckets for ease of transportation around the site. Gloves (ideally nitrile) should be worn while seeding to protect the skin from the seed's finely toothed margins. The seed should be scattered evenly onto the water surface when tossed. This can be done by hand or with a pet food/ ice scoop, as shown in Figure 28 below.

If completed by boat, it is suggested that seed be tossed as the boat floats through the restoration area. Strong paddling is not recommended, as this will push the seed outside of the desired area. If completed by foot, field staff should limit walking through the seeding area as much as possible, as standing on and burying seed may reduce germination the following year. If the area is far from the shoreline, field staff should walk the perimeter of the restoration area in waders.

To mimic natural seed production, the optimal timeframe for seeding to occur is in late fall, from October to November. It is important to note that water temperatures must be cold enough that seed will not germinate until the following growing season; however, this must be completed prior to frozen water conditions.



Figure 28. GEI staff seeding wild rice during former project at UW-Green Bay. Plastic scoop was utilized to “fling” rice across the surface of the water.

4.2.3.3 Suggested Seeding Rates

To establish wild rice most efficiently in the seed bank, it is recommended by WDNR staff that seeding occur at a rate of 100 pounds/acre, which will total 150 pounds of seed to be hand-seeded each year. This seeding rate will be dependent on annual wild rice harvest and supply. If supply is low, either the acreage seeded or seeding rate can be reduced. It is recommended that the seeding rate should be prioritized over the total acreage seeded. However, if necessary, the seeding rate should never fall below 50 pounds/acre, as this is the lowest recommended rate to establish a wild rice population.

As wild rice is an annual plant and requires successful seed production to self-sustain its population, it is recommended that restoration areas be seeded for at least 3-4 years depending on resulting wild rice density. If original sites have limited to no successful wild rice production after at least two growing seasons, restoration areas may be moved to more optimal locations on site based on desirable environmental conditions. Success is designated as plants surviving through seed production.

4.2.3.4 Obtaining Wild Rice Seed

Wild rice seed can be purchased locally from Kester’s Wild Game Food Nurseries INC. All products listed on their linked website can be purchased at their store located at 4582 WI-116, Omro, WI 54963. If desirable, products can be shipped from the store using Spee Dee delivery service (2023 shipping rates estimate approximately \$115 delivery fee). In years that the entire 150 pounds of seed cannot be obtained, delivery may be more cost effective than travel reimbursement costs.

Current 2023 wild rice seed pricing is listed as 150 pounds for \$1,500 (\$10/ pound). However, as prices may increase over time and are dependent on annual harvest, it is recommended that the Tank Farm Marsh project should budget for \$20/ pound for each year. Seed alone will total \$3,000 annually for years 1-4. A more

detailed annual cost estimate, including associated shipping costs, vegetation surveys, and goose/carp exclusion fencing can be found in Section 4.4. Although the cost estimate includes three years of maintenance within the Project Area, there is the potential that maintenance could extend past the three proposed years for wild rice monitoring and management.

Following receipt of the seed and prior to seeding, the seed must be kept wet or cold to prevent the seed from drying up and spoiling. This can be done by placing the seed in burlap sacks and soaking them in an available stream, pond, or large container of water. If using a storage container, 70-quart storage tubs are recommended; however, the size and number required will depend on size of seed bags. It should be cautioned that the seed develops a strong odor once soaked, so outdoor storage or a heavily ventilated area is recommended. If conditions within the Tank Farm Marsh are suitable post-construction, the seed could be stored within the Project Area. However, the sediment must be firm enough that the seed bags do not sink to an unobtainable depth. If stored on-site, the area must be clearly marked to identify where the seed was placed. It is recommended to contain the seed bags within a small area fenced off with chicken-wire to prevent muskrat or other animals from damaging the bags or eating the seed. Hand-seeding should occur as soon as possible following receipt of the seed.

4.2.3.5 Goose/ Carp Exclusion Fencing

Fencing to exclude common carp and Canada geese will be installed around each of the wild rice restoration areas to protect the establishing population from spawning disturbances and grazing activities. This fencing should be installed prior to the start of the growing/nesting season as soon as frozen conditions recede. It is recommended that the fencing consist of plastic snow/safety fencing adhered to 8-foot, studded T-posts with zip-ties. Posts should be located approximately every 8 feet along the perimeter of the seeding areas.

To prevent geese from flying inside the fenced areas, rope should be strung across the width of the seeding areas using a thin rope (nylon, polyester, or sisal will all work). Rope should be adhered to every other T-post along the length of the seeding area and strung across the width of the seeding area. This will create lanes approximately 16 feet wide, which is narrow enough to deter geese from flying inside. Additional T-posts should be installed every 16 feet along each rope lane to prevent sagging in the rope.

To further deter geese from entering the area, bright colored flagging tape should be tied to the rope and/or posts. Figure 29 below illustrates the layout of the fencing around an example wild rice area. This wild rice area was created for example purposes only, and exact locations and dimensions should be based off Figure 27 above. Figure 30 illustrates an example of exclusion fencing utilized to protect wild rice.

As winter conditions may damage the fencing, annual maintenance is expected. The T-posts can remain in position throughout the entirety of the project, with adjustments made as needed. However, the snow/safety fencing and rope grid will likely need to be repaired or replaced each year. This should be completed prior to the start of the growing season as soon as frozen conditions recede.

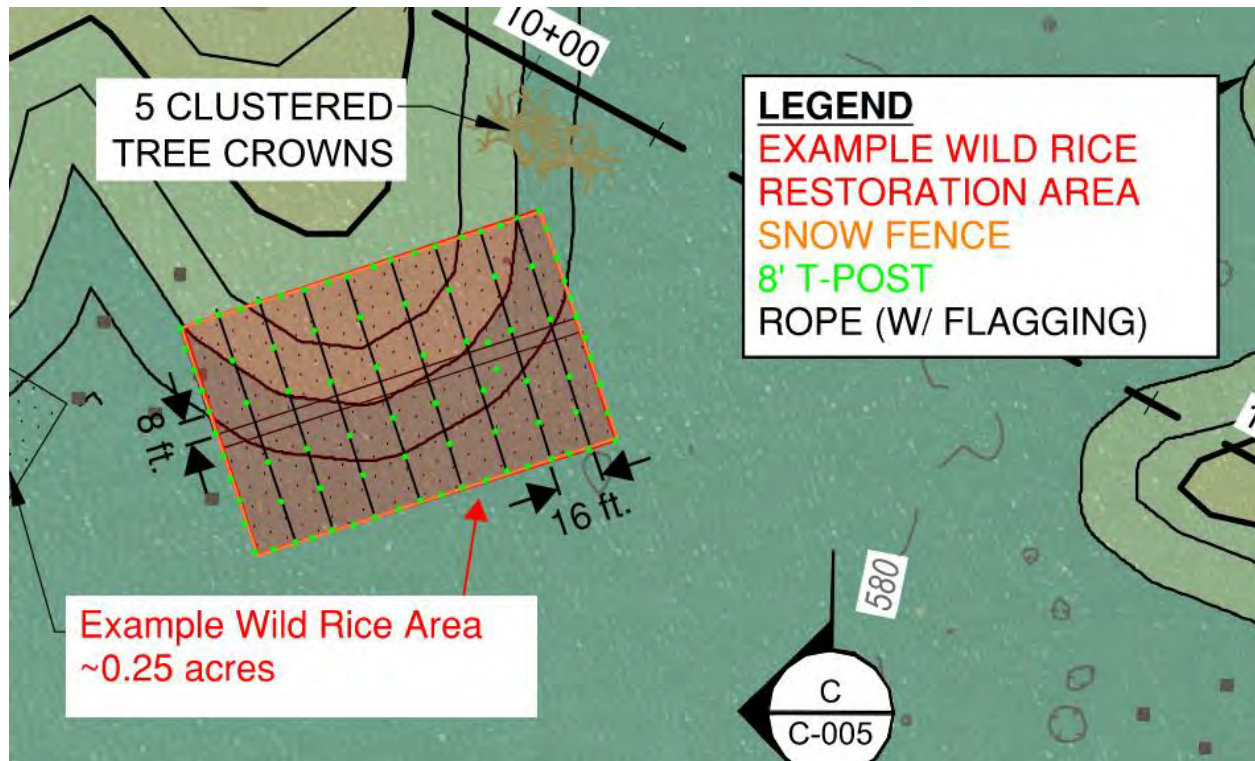


Figure 29. Proposed layout of goose exclusion fencing around an example wild rice area. The desired distances between posts and rope grids are indicated.



Figure 30. Goose exclusion fencing utilized by the MN DNR during wild rice restoration on the St. Louis River.
<https://www.duluthnewtribune.com/news/local/wild-rice-restoration-on-st-louis-river-thwarted-by-geese>

4.2.3.6 Post-seeding Vegetation Surveys

Vegetation surveys should be completed to document wild rice growth and development throughout the growing season. These surveys are important to determine whether the landscape is a viable location for wild rice and whether seeding rates are sufficient to establish the population. It is recommended that these surveys be completed at least twice per year, to determine success throughout the span of the growing season. This will indicate whether growth is consistent throughout the growing season, or if there are environmental factors (water level fluctuations, goose herbivory, etc.) that limit survival through seed production.

Ideally, one survey should be completed between June-July (when plants begin to have a floating leaf and become emergent), and one survey should be completed in early to mid-August (when plants begin to produce seed). It is most critical to document whether the wild rice plants are producing seed in Mid-late August, as this will be an indicator of the ability of the population be self-sustainable. If time and budget allow for more surveys throughout the growing season, surveys can begin as early as mid-May and can continue until early-September.

Surveys should be completed via kayak (if water levels allow) or from the newly constructed shoreline/access road, ensuring that the establishing vegetation is not disturbed by human actions. It is recommended that surveys include photos and data on wild rice density (% growth within each seeded area), stages of wild rice observed, and herbivory via waterfowl. If possible, surveys should also include other biotic factors such as water depth, water clarity, and presence/density of other aquatic vegetation.

4.3 Nuisance Species Management

4.3.1 Invasive Vegetation Management

Invasive plant species are detrimental to the project's restoration goals as they outcompete native plant species that provide high-quality food sources and habitat to wildlife species. Invasive species can form monocultures within the landscape, creating wetland habitats with low diversity that support a limited number of wildlife species. Four invasive plant species have been identified at this site:

1. Non-native phragmites
2. Narrowleaf cattail
3. Non-native honeysuckle
4. Common buckthorn.

The hardwood swamp understory is dominated by common buckthorn and non-native honeysuckle. The shallow and deep marsh areas and the edges of the channel portion of the site are dominated by non-native phragmites and narrowleaf cattail. All proposed invasive management activities are approved to be conducted within the Primary Project Area. Management of invasive vegetation within the Secondary Project Area is considered crucial to the success of the restoration activities conducted within the Primary Project Area. For invasive vegetation management to occur in the Secondary Project Area, the City of Green Bay will need to coordinate with the landowners and secure approval.

The Wisconsin invasive species rule, Wisconsin Administrative Code NR 40, makes it illegal to possess, transport, transfer or introduce certain invasive species in Wisconsin without a permit. The four invasive species identified at this site are classified by NR 40 as Restricted species. Restricted species are invasive species that are already established in the state and cause or have the potential to cause significant

environmental or economic harm or harm to human health. These species should be managed to meet project restoration goals and prevent the spread into adjacent areas.

Management techniques and optimal times for management are relatively species-specific, and recommendations for controlling existing population on site are described in detail below.

Chemical and mechanical management techniques may be used to control the invasive species at this site. Chemical management techniques are recommended because they can control invasive plants quickly, require little human labor, can be relatively inexpensive, and do not directly physically disturb soil structure.

Mechanical control techniques may also be applied if the site conditions are suitable for effective treatment. Treatment methods described below are based on the best available science at this time and are subject to change in the future as further technology becomes available.

General specifications for herbicide application that the selected contractor must follow are as follows:

- Execute work with care and protect the surrounding environment not subject to removal or treatment. Conduct all work in a manner that will not jeopardize or damage the native plant life, soils, access roads, trails, structures, or property.
- Original herbicide containers with labels must be always kept on-site and available for inspection.
- Herbicide label directions must be followed.
- Herbicide (depending on type) should generally be applied under dry, low wind conditions and not applied herbicide if rain is likely within 24 hours.
- Herbicide application near water or wetlands must be formulated for use over water.

4.3.1.1 Non-native Phragmites Management

The non-native phragmites will be treated using low-volume foliar applications of aquatic approved glyphosate in a 2-4% herbicide/water mix for moderate to high densities (e.g., 30 - 100+ percent cover) using backpack sprayers. The herbicide can also be applied to cut stems after using the bundle and cut method. Treatment will occur during the growing season in late summer/fall. After a chemical application, mowing or burning can be used for additional maintenance.

- Foliar Treatment – 1-3% glyphosate and 1% imazapyr w/ 1% non-ionic surfactant

4.3.1.2 Narrowleaf Cattail Management

The narrowleaf cattail will be treated using low-volume foliar applications of aquatic approved imazapyr in a 2-4% herbicide/water mix for moderate to high densities (e.g., 30 - 100+ percent cover) using backpack sprayers. Treatment will occur during the growing season in late summer, prior to setting seed.

Mechanical techniques may be utilized for control and maintenance by cutting and mulching all stems, both alive and dead, in mid to late summer or early fall. When possible, stems should be cut to a height that will allow for greater than three inches of water level above the cut stems for the entire growing season. In such instances, the herbicide will be mixed at a higher concentration of herbicide to water solution than in foliar application and will be applied using a hand-held wicking device.

Field crews will use best professional judgement when determining which method to use, keeping in mind that restoration requires maintenance of diverse wetland plant communities. Treated plant species will be left in place to prevent spreading of seeds or viable plant material.

- Foliar Treatment – 1-3% glyphosate and 1% imazapyr w/ 1% non-ionic surfactant
- Hand Wicking – 5% glyphosate and 1% imazapyr w/ 1% non-ionic surfactant

4.3.1.3 Common Buckthorn and Non-native Honeysuckle Management

Common buckthorn and non-native honeysuckle within the hardwood swamp community across the island will be treated using cut stem or foliar spot treatments, depending on the size of the individual plants.

Trees and saplings greater than ½ inch in diameter will be cut and stump treated with 25-50% triclopyr or glyphosate and bark oil or water and dye. In any wetland areas, all cut stump mixtures will be made with aquatic approved triclopyr or glyphosate at 25-50% and water. Any cut debris will be slashed (cut into small sections) and allowed to degrade in-place. All cut debris should lay flat on the ground. Stems will be cut to within 2 inches of grade or existing snow cover. Stems will be cut flat and not left with a shredded or angled top. Stems will be treated using foliar treatment of triclopyr- or glyphosate-based immediately after cutting using backpack or handheld sprayers. The herbicide will be dyed or formulated with penetrating or bark oil to provide complete coverage. Cut stem treatment will occur outside of springtime prior or after sap flow during periods of chemical uptake to root system.

Saplings seedlings, and resprouts of less than ½ inch in diameter will be foliar treated with 1-3 % triclopyr or glyphosate; dye using backpack sprayers. In any wetland areas, all foliar applications will be made with aquatic approved triclopyr or glyphosate at 1-3%, aquatic approved surfactant and water. Foliar applications shall occur between summer and fall. Herbicide mixtures used for foliar spot treatments will be made with aquatic triclopyr or glyphosate based and dyed.

These treatments should be conducted for 2-3 years to manage reoccurring populations, or until invasive species removal success has been achieved.

- Cut Stem Treatment (stems > ½ inch diameter) – 25-50% triclopyr or glyphosate; bark oil or water and dye
- Foliar Spot Treatment (stems < ½ inch diameter) – 1-3 % triclopyr or glyphosate; dye

4.3.1.4 Monitoring and Maintenance of Nuisance Species

Annual monitoring and maintenance of the targeted species should be conducted for three years post construction and restoration. Monitoring will be completed in the early summer by meander survey of the previously treated areas to evaluate the most appropriate follow-up control technique. Surveys could also be completed by drone to monitor the extent of invasive species via high-resolution aerial imagery. The appropriate chemical or mechanical control techniques will be completed following the procedures identified in the previous section. Following year 3 of maintenance, a long-term management in collaboration with the WDNR and local partners will need to be created to support the continued success of the restoration efforts completed at Tank Farm Marsh.

4.3.2 Goose Exclusion Fencing

Canada geese, although native, can be detrimental to plant communities, as they commonly over-graze habitats and reduce species diversity. This could be particularly impactful during the re-vegetation of native plant species on site. It is recommended that management of these species include exclusion fencing around wild rice restoration areas and other wet meadow/shallow marsh re-vegetation areas.

This fencing should be installed prior to the start of the growing/nesting season as soon as frozen conditions recede. It is recommended that the fencing consist of plastic snow/safety fencing adhered to either 8-foot studded T-posts or 5-foot wooden stakes with zip ties. T-posts should be utilized for the wild rice restoration areas due to the material being more resistant to deep water conditions, while wooden stakes can be utilized for the wet meadow re-vegetation areas. Posts should be located approximately every 8 feet along the perimeter of the seeding areas. To prevent geese from flying inside the fenced areas, rope should be strung across the width of the seeding areas using a thin rope (nylon, polyester, or sisal will all work). Rope should be adhered to every other T-post along the length of the seeding area and strung across the width of the seeding area. This will create lanes approximately 16 feet wide, which is narrow enough to deter geese from flying inside. Additional T-posts should be installed every 16 feet along each rope lane to prevent sagging in the rope. To further deter geese from entering the area, bright colored flagging tape should be tied to the rope and/or posts. Figure 30 above illustrates the layout of the proposed fencing around a proposed wild rice restoration area. Figure 31 illustrates an example of exclusion fencing utilized to protect vegetation during restoration.



Figure 31. Exclusion fencing utilizing the overhead grid and flagging technique to deter herbivory on vegetation during early restoration practices. <https://er-m.com/ecological-restoration/>

As winter conditions will likely damage the fencing, annual maintenance is expected. The T-posts can remain in position throughout the entirety of the project, with adjustments made as needed. However, the snow/safety fencing and rope grid will likely need to be repaired or replaced each year. This should be completed prior to the start of the growing season as soon as frozen conditions recede.

To support the survival of native plant restoration on site, goose exclusion must be carried out to the fullest extent possible on site.

4.3.3 Common Carp Removal and Exclusion

Common carp, a non-native, invasive fish species, has been observed within the Tank Farm Marsh. During the spawning season (early spring), common carp have been observed exhibiting spawning behavior in high quantities within the site. At this time, carp activity was observed approximately every 10-20 feet throughout the shallow water regions of the site. During the late summer/ fall months, common carp have been observed in low quantities within the site. At this time, approximately 15 carp were directly observed. Common carp pose a threat to the project's restoration goals due to their disruptive spawning and feeding behaviors. As benthic feeders, common carp stir up bottom sediments and can easily uproot aquatic vegetation while searching for food. During the spawning season, the negative impacts of common carp are enhanced by their continual thrashing behavior (Figure 32). This can be detrimental to the restoration of native plant species within the Project Area. It should be noted that smaller, native fish species (minnow sp. and bullhead sp.) have also been observed within the Tank Farm Marsh. However, due to the lack of ability to modify hydrologic connections of the site, enhanced fish populations and habitat are not priority target goals for this project.



Figure 32. Common carp spawning in shallow marsh community within the Tank Farm Marsh. Thrashing behavior can be observed.

It is recommended that management of these species consist of piscicide treatments in coordination with the WDNR fisheries department. Prior to approval of treatment, a site visit with the WDNR needs to be coordinated to determine if the Tank Farm Marsh is a suitable treatment location. If approved, the WDNR would be responsible for carrying out these treatment methods according to WDNR and chemical application protocol. It is proposed that treatment would occur during Year 0, following initial site construction; however, this is dependent on WDNR availability and the timeline of other restoration activities on site. The recommended piscicide is rotenone; however, recommended application rates will be determined by the WDNR following the site visit. The Tank Farm Marsh budget includes funding for one round of this treatment. Whether this treatment occurs is dependent on further coordination, approval, and application by the WDNR.

Other supplemental management actions, such as physical removals and exclusion structure installation, may occur as needed and funding allows throughout the three years of site maintenance. Ideally, It is physical

removals and/or piscicide treatments would be followed by the installation of exclusion structures to prevent re-establishment within the marsh.

4.3.4 Mitigating Potential Muskrat Damage

Although muskrats are important ecosystem engineers and a priority wildlife species for the LGBFR AOC, muskrat burrowing can weaken constructed berms and embankments. This could be a significant challenge for Tank Farm berms adjacent to the marsh and to a lesser degree, the Hurlbut Road embankment. The potential for muskrat damage to berms and embankments can be reduced by a variety of techniques listed below.

1. Contouring gentle slopes (a 3:1 ratio or less) along at the base of the berm or embankment.
2. Installing a minimum 10-foot-wide earthen shelf projecting from the face of a berm or embankment into the impoundment at water level.
3. Installation of riprap to the face of berms with stone at least 6 inches thick and extending at least 3 feet below the water level and 1 foot above the water level.
4. Installation of 1–2-inch galvanized wire mesh or chain-link fencing at the water’s edge of the berm or embankment. The mesh should extend at least 3 feet below the water level and 1 foot above the water level.

The Tank Farm Marsh Restoration Design has been strongly informed by techniques 1 and 2 described above. The position and contouring of fill were designed to push muskrat burrowing activity away from the northeastern Tank Farm berms and into the center of the marsh. Muskrat damage mitigation techniques 1 and 2 also informed the design of fill areas initially planned for the southeastern Tank Farm berms. This earthen shelf was eliminated in the final design to reduce overall fill volume and improve constructability. Evaluation of the design and materials used in the construction of the existing Tank Farm berms should be performed to determine if installation of additional riprap (technique 3) and/or a wire mesh muskrat barrier (technique 4) is warranted.

Muskrat population monitoring and embankment surveys should be conducted periodically during other restoration work to assess muskrat burrowing. Additional funding may be required to address and mitigate potential damage if it occurs. Consultation with the WDNR and local partners will be needed to determine if or when muskrat are considered a nuisance to the site. In the case that muskrat damages to the site outweigh the ecological benefits that they provide, management techniques should be taken into consideration. Management techniques suggested by the WDNR include both proactive and reactive approaches as listed below.

4.3.5 Preventing Beaver Impacts

Beavers are considered ecosystem engineers due to their ability to construct dams and alter landscapes. In this case, their presence could significantly alter the outcome and sustainability of the proposed restoration activities associated with this site. It is recommended that if beavers become present at the site, the WDNR “Beaver Control Guidelines” document should be consulted. This document describes various techniques to preventing beaver colonization and damage, including fencing systems around trees and shorelines, chemical repellents, culvert barriers, as shown in Figure 33. If these options are not successful, relocation is used as a last option. In this case, the WDNR will need to be consulted and state regulations will need to be followed. Additional funding may be required to address and mitigate potential damage if it occurs.

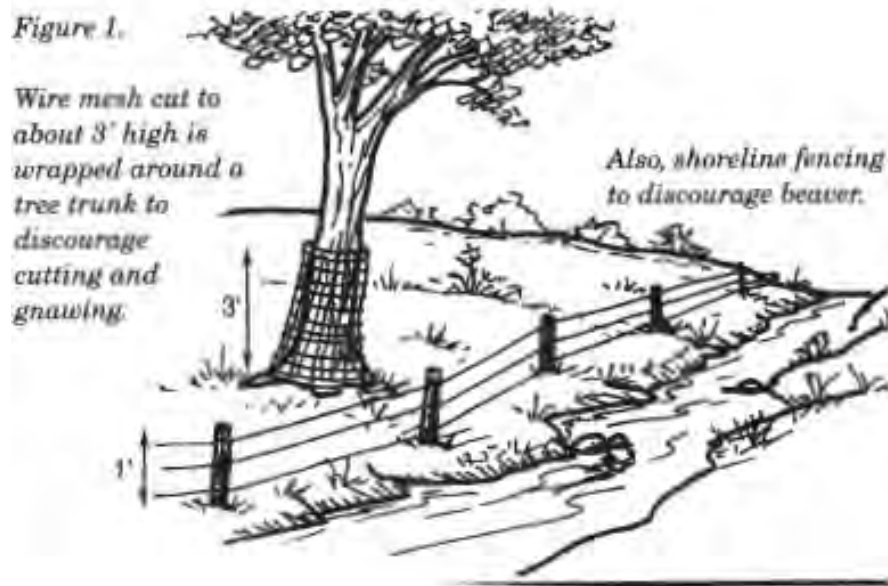


Figure 33. Examples of fencing systems utilized to protect the landscape from beaver damage. Figure obtained from: <https://widnr.widen.net/content/m10ch9z9t4/pdf/beaverdamage.pdf>

4.4 Project Cost Estimate and Schedule

Table 12 includes a cost estimate for design, construction administration and oversight, construction, monitoring, and maintenance has been included for planning purposes. This estimate was developed based on the best available cost information from similar construction projects within the Great Lakes basin and current material and labor rates. The cost of this project is highly contingent on the timing of construction, the source of fill material that serves as a base for the access points and habitat areas, and the construction market at the time of construction. The current construction market is highly volatile, and it is unknown if this trend will stabilize or continue as this project moves forward to final design and construction. Furthermore, revisions to the proposed project plan in Appendix A or the methods selected by the contractor may impact the estimated cost significantly. To aid in better defining the project cost, estimates were made conservatively, a 20% contingency of the total cost was included, and a future recommendation of working with a local contractor to review the cost estimate may help to confirm this estimate.

Also, as discussed previously, the monitoring and maintenance period may need to extend longer than the included three years following construction. This would add additional cost over the provided estimate shown in the table below.

Appendix C illustrates the Tank Farm Marsh project schedule. Tasks include design/ oversight, construction, initial restoration, and annual maintenance occurring from 2022 through 2028.

Table 12. Tank Farm Marsh Restoration cost estimate summary.

Phase	Item	Cost
DESIGN/ OVERSIGHT	Project Communication and Planning	\$ 325,000
	Documentation of Existing Conditions	
	Concept Plan and Basis of Design Report	
	Final Project Design	
	Permitting, Regulatory Compliance and Approvals	
	Develop/Administer Construction Bid Package	
	Construction Oversight	
	DNR Administration Years 1-3	
	GEI PM Years 1-3	
CONSTRUCTION	Mobilization	\$ 1,628,000
	Silt Fence	
	Turbidity Curtain	
	Access Road and Parking Areas	
	Imported Sand	
	Topsoil (6")	
	Gate	
	24" Culvert Under Access Road	
	Bonding	
	Construction Staking	
RESTORATION	Mobilization/ Demobilization/ PM Oversight	\$ 313,000
	Signs	
	Wetland Seeding	
	Goose Exclusion Fencing	
	Post Construction Wetland Mapping	
	Habitat Structures	
	Invasive Species Control	
	Mapping Invasive Species	
	Wild Rice Plantings	
	Plug Plantings	
	<i>Shrub Carr</i>	
	# 2 Container Shrub Plantings	
	Piscicide treatment for restoration site prep (rotenone)	
	Woodland Seeding	
	# 2 Container Tree and Shrub Plantings	
	Tree protectors	
	Tree Girdling	
	Habitat Structure/ Nest Box Installation	
ANNUAL MAINTENANCE	Mapping and Reporting Invasive Species	\$ 209,000
	Invasive Species Control	
	Install and Maintain Floating Wrack Platform	
	Habitat Structure Monitoring and Maintenance	
	Wild Rice	
	Goose Exclusion Fencing	
	Seeding	
	Plug Planting	
	Shrub Planting	
	Road Repairs	
	Contingency	\$ 275,000
	Total Estimate (w/10% contingency)	\$ 2,750,000

4.5 Permits Needed

Local, state, and federal permits anticipated to be needed are described below.

4.5.1 Local Permits

City Right-of-Way Obstruction Permit

A Right-of-Way Obstruction Permit will be required from the City of Green Bay Department of Public Works for any obstruction proposed within the city right-of-way along Hurlbut Street. A Traffic Control Plan is required to be submitted alongside the permit application. Right-of-Way Obstruction permits are valid for two weeks from the date of issuance and are not extendable. For work exceeding a duration of two weeks, the proposed work shall be separated into multiple construction projects, each having a maximum of two-week duration and covered by a separate Right-of-Way Obstruction Permit. During this time, the applicant is required to sign and barricade the approved work zone in accordance with the Traffic Control Manual for Street Construction and Maintenance Operations in the City of Green Bay, current edition (City of Green Bay, 2022).

Construction Site Erosion Control and Storm Water Management

The City of Green Bay requires a Site Plan submittal for development projects that includes a Stormwater Management Plan and Erosion Control Plan in accordance with Chapter 16 of the Green Bay Municipal Code. Similar to the WDNR Construction Site Stormwater Permit, the Stormwater Management Plan identifies existing and proposed land use, sensitive areas such as wetlands, floodplains, and nearby water bodies that may be impacted by the development. In addition, the Erosion Control Plan identifies the BMPs and post-construction stormwater management features that will be used to control runoff on the site to protect the newly formed habitat areas.

Fill/Grading Permit

A fill permit will be required from the City of Green Bay Department of Public Works for any fill greater than 100 cubic yards in volume.

Floodplain Development Permit

A floodplain permit may be required due to work occurring within a Zone AE floodplain. If the proposed hydrology will change the existing study, the appropriate method to be used shall be based on Wis. Admin. Code § NR 116.07(3), Hydrologic Analysis: Determination of Regional Flood Discharge. The regional flood elevation shall be based on the standards in Wis. Admin. Code § NR 116.07(4), Hydraulic Analysis: Determination of Regional Flood Elevation and items included in Sec. 44-1279. Zoning Administrator (2) Zone AE floodplains (b) 1-6. No land shall be occupied or used, and no building which is hereafter constructed, altered, added to, modified, repaired, rebuilt, or replaced shall be occupied until a certificate of compliance is issued by the Zoning Administrator, except where no permit is required.

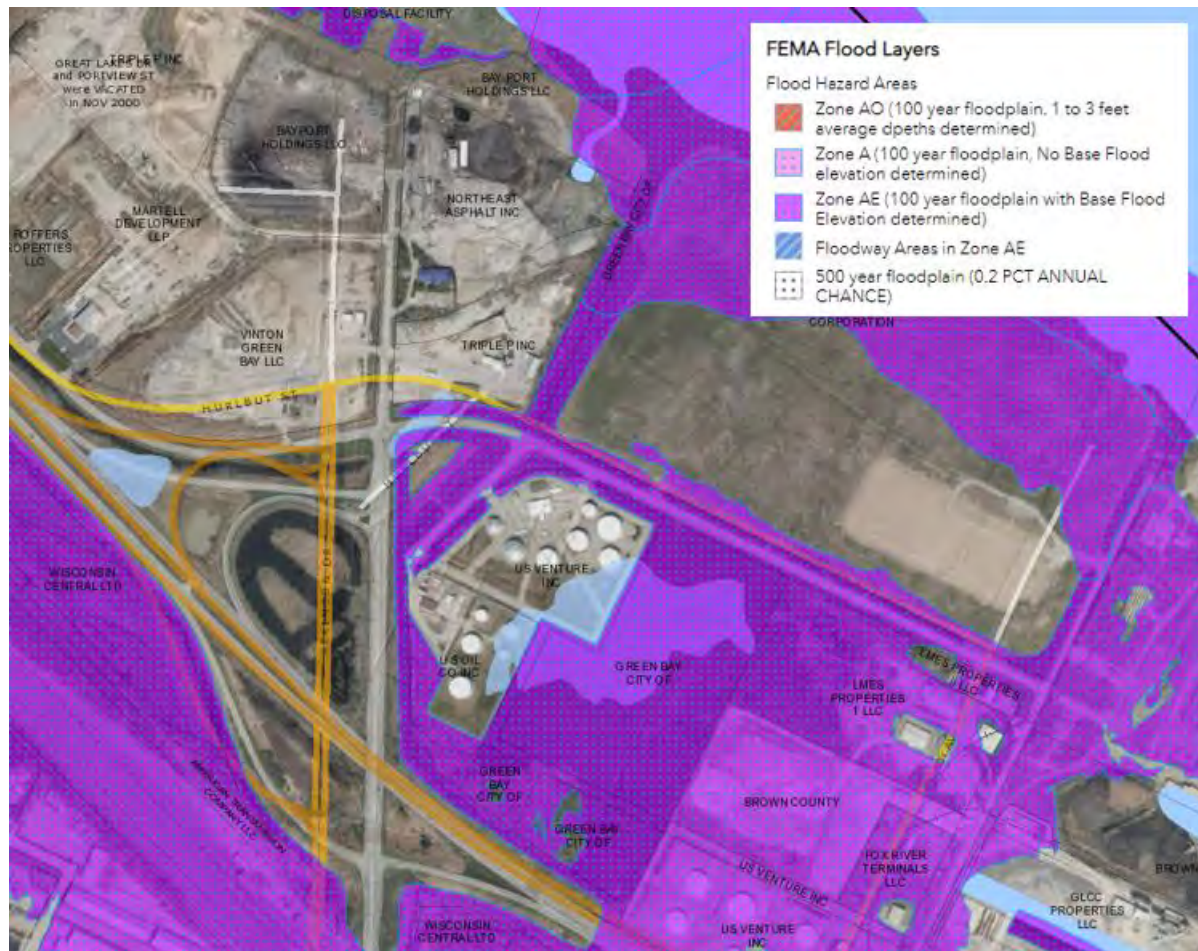


Figure 34. FEMA flood hazard areas within and surrounding the Tank Farm Marsh.

4.5.2 State Permits

Aquatic Plant Management Permits

An Aquatic Plant Management Permit through the WDNR Water ePermitting System will be applied for with the local aquatic plant management coordinator prior to engaging in any aquatic plant management.

Waterway Individual Permit

A Chapter 30 Waterway Individual Permit is required by the WDNR. Coordination with WDNR for a pre-application meeting was required due to needing an Individual Permit. A pre-application meeting with the Project Team and WDNR water management specialist was held on September 20, 2023. At the meeting, WDNR water management specialist identified the waterway permit required for the project and confirmed that no wetland permits would be required. The permit has been prepared by GEI based on final site design and submitted to the City of Green Bay for approval and submittal through the WDNR Water ePermitting System.

Construction Site Erosion Control and Storm Water Management Permits

Since this project will result in greater than one acre of land disturbance, a Construction Site Stormwater Permit will be required by the WDNR. This permit outlines existing and proposed land use, potential impacts to environmentally sensitive areas, as well as stormwater management features and erosion control Best Management Practices (BMPs) that will be utilized to control runoff and prevent erosion. This permit is required to be submitted to the WDNR 14 days prior to the start of land disturbing activities and, therefore, is typically submitted once the design plans have been finalized. A Wisconsin Pollutant Discharge Elimination System (WPDES) Discharge Permit and WDNR Dewatering Permit may also be required which would be included in the Construction Site Stormwater Permit application.

4.5.3 Federal Permits

United States Army Corps of Engineers (USACE) Nationwide Permits (NWP)

NWP through the USACE will be required for the project due to proposed activities occurring within waters of the United States. Coordination with USACE for a pre-application meeting will be required to determine the NWPs applicable to the project. The NWP that may be required are NWP 27 – Aquatic Habitat Restoration, Enhancement, and Establishment Activities and NWP 33 – Temporary Construction, Access, and Dewatering. NWP 27 is applicable to activities in waters of the United States associated with the restoration, enhancement, and establishment of non-tidal wetlands and open waters, provided those activities result in net increases in aquatic resource functions and services. NWP 33 is applicable to temporary structures, work, and discharges of dredged or fill material necessary for construction activities, provided that the associated primary activity is authorized by the USACE.

5. Literature Cited

Alaimo, Mike, Wisconsin Waterfowl Association. 2021. Black tern nest platform guide and instruction. WWA. <https://www.wisducks.org/wp-content/uploads/2021/03/WWA-Black-Tern-Guide.pdf> (Accessed, April 27, 2023).

Audubon. (n.d). How to build a wood duck nest box. <https://www.audubon.org/news/how-build-wood-duck-nest-box>. (Accessed April 25, 2023).

Bat Conservation International. (n.d). Installing your bat house. https://www.batcon.org/images/InstallingYourBatHouse_Building.pdf (Accessed on March 25, 2023).

City of Green Bay. (2022). Standard specification and construction standards for public works construction. 2022 edition. Available: <https://greenbaywi.gov/DocumentCenter/View/1638/Standard-Specifications-and-Construction-Standards-for-Public-Works-Construction---2022-Edition-PDF?bidId=>. (Accessed January 16, 2024).

eBird. (2021). eBird: An online database of bird distribution and abundance [web application]. eBird, Cornell Lab of Ornithology, Ithaca, New York. Available: <http://www.ebird.org>. (Accessed: January 12, 2023).

Environmental Protection Agency. (2022). Lower Green Bay/ Fox River AOC beneficial use impairments. <https://echo.epa.gov/> (Accessed April 17, 2023).

Great Lakes Indian Fish and Wildlife Commission. (n.d.). Wild rice- ecology, harvest, and management. GLIFWC. https://glifwc.org/publications/pdf/Wildrice_Brochure.pdf.

Great Lakes 2000 Cleanup Fund. (1996). Carp control techniques for aquatic plant establishment. Authority for the Minister of the Environmental Minister of Public Works and Government Services Canada. <https://ecos.fws.gov/ServCat/DownloadFile/58630>. (Accessed May 1, 2023)

Gnass Giese, E.E, G.G., Kupsky, R.W. Howe, A.L. Stevens, and A.T. Wolf. (2020). Evaluating progression toward removing fish and wildlife habitat and populations beneficial use impairments in the lower Green Bay and Fox River area of concern. Version 1. 2020. https://www.uwgb.edu/UWGBCMS/media/gbaoc/images/LgbFrAoc_MetricsPlan_v20201001.pdf

Howe, R.W., E.E. Gnass Giese, and A.T. Wolf. (2018). Quantitative restoration targets for fish and wildlife habitats and populations in the Lower Green Bay and Fox River AOC. Journal of Great Lakes Research 44(5):883-894. <https://www.uwgb.edu/green-bay-area-of-concern/field-data/anuran-surveys/>

Maslo, B. and C. Lewis. Rutgers. (2013). Strategies for resident Canada goose control and management in New Jersey. <https://njaes.rutgers.edu/fs1217/>

Myers, John. Duluth News Tribune. (2022). Wild rice restoration on St. Louis River thwarted by geese. <https://www.duluthnewstribune.com/news/local/wild-rice-restoration-on-st-louis-river-thwarted-by-geese>

Sass, Greg. Wisconsin Department of Natural Resources. 2009. Coarse woody debris in lakes and streams. WDNR.

https://www.researchgate.net/publication/288227515_Coarse_Woody_Debris_in_Lakes_and_Streams

Shrovnal, J., R.W. Howe, and A.T. Wolf. (2016). Bat diversity and abundance in the coastal zone of lower Green Bay, Lake Michigan. UW-Green Bay Cofrin Center for Biodiversity.

<https://www.uwgb.edu/UWGBCMS/media/gbaoc/images/Shrovnal-Cofrin-Presentation.pdf> (Accessed on March 25, 2023)

Stuart, Ivor. (2014). Concept report for Winton Wetlands screens. Kingfisher Research Pty. Ltd.

<https://wintonwetlands.org.au/app/uploads/2018/02/Winton-screens-concept-report-revised-April2015.pdf> (Accessed May 1, 2023).

United States Fish and Wildlife Service. (n.d.). IPaC. Information for Planning and Consulting. U.S. Department of the Interior. <https://ipac.ecosphere.fws.gov/> (Accessed April 18, 2023).

U.S. Department of Agriculture. Animal and Plant Health Inspection Service. (2011). Fact sheet- Managing Canada goose damage. <https://www.nj.gov/agriculture/pdf/managingcanadagoosedamage.pdf>. (Accessed April 8, 2023).

U.S. Department of Agriculture. Natural Resources Conservation Service. (2013). Guide to fish screens. USDA NRCS.

https://efotg.sc.egov.usda.gov/references/public/NM/ENGTechNote6_Guide_to_Fish_Screens.pdf. (Accessed May 1, 2023).

Wisconsin Department of Natural Resources. (2020). Beaver control guidelines- for people with beaver damage problems. WDNR. <https://widnr.widen.net/content/m10ch9z9t4/pdf/beaverdamage.pdf>. (Accessed April 28, 2023).

Wisconsin Department of Natural Resources. (n.d.) Bureau for remediation and redevelopment tracking system (BRRTS) on the wet. WDNR. <https://dnr.wisconsin.gov/topic/Brownfields/botw.html> (Accessed April 2, 2023).

Wisconsin Department of Natural Resources. (2022). Endangered resources. WDNR. <https://dnr.wisconsin.gov/topic/EndangeredResources>

Wisconsin Department of Natural Resources. (2014). Fish sticks- improving lake habitat with woody structure. WDNR. https://p.widencdn.net/jcv7ac/Outreach_FishSticksBestPractices (Accessed May 1, 2023).

Wisconsin Department of Natural Resources. (2022). Lower Green Bay and Fox River Area of Concern. WDNR. <https://dnr.wisconsin.gov/topic/GreatLakes/GreenBay.html> (Accessed April 12, 2023).

Wisconsin Department of Natural Resources. (2015). Muskrat nuisance factsheet. WDNR. <https://p.widencdn.net/cw59xg/WM0609>. (Accessed April 28, 2023).

Wisconsin Department of Natural Resources. (n.d.) Natural Heritage Inventory. WDNR. <https://dnr.wisconsin.gov/topic/NHI/Data> (Accessed January 12, 2023).

Wisconsin Department of Natural Resources. (2017). Osprey (*Pandion halieatus*) Species Guidance. WDNR. <https://dnr.wi.gov/files/pdf/pubs/er/er0680.pdf>

Wisconsin Department of Natural Resources. (2007). Resident Canada goose management in Wisconsin. WDNR. <https://p.widencdn.net/ia9ouo/WM0474>.

Wisconsin Department of Natural Resources. (2022). Wild rice harvesting- ecological benefits WDNR. <https://dnr.wisconsin.gov/topic/wildlifehabitat/rice.html>

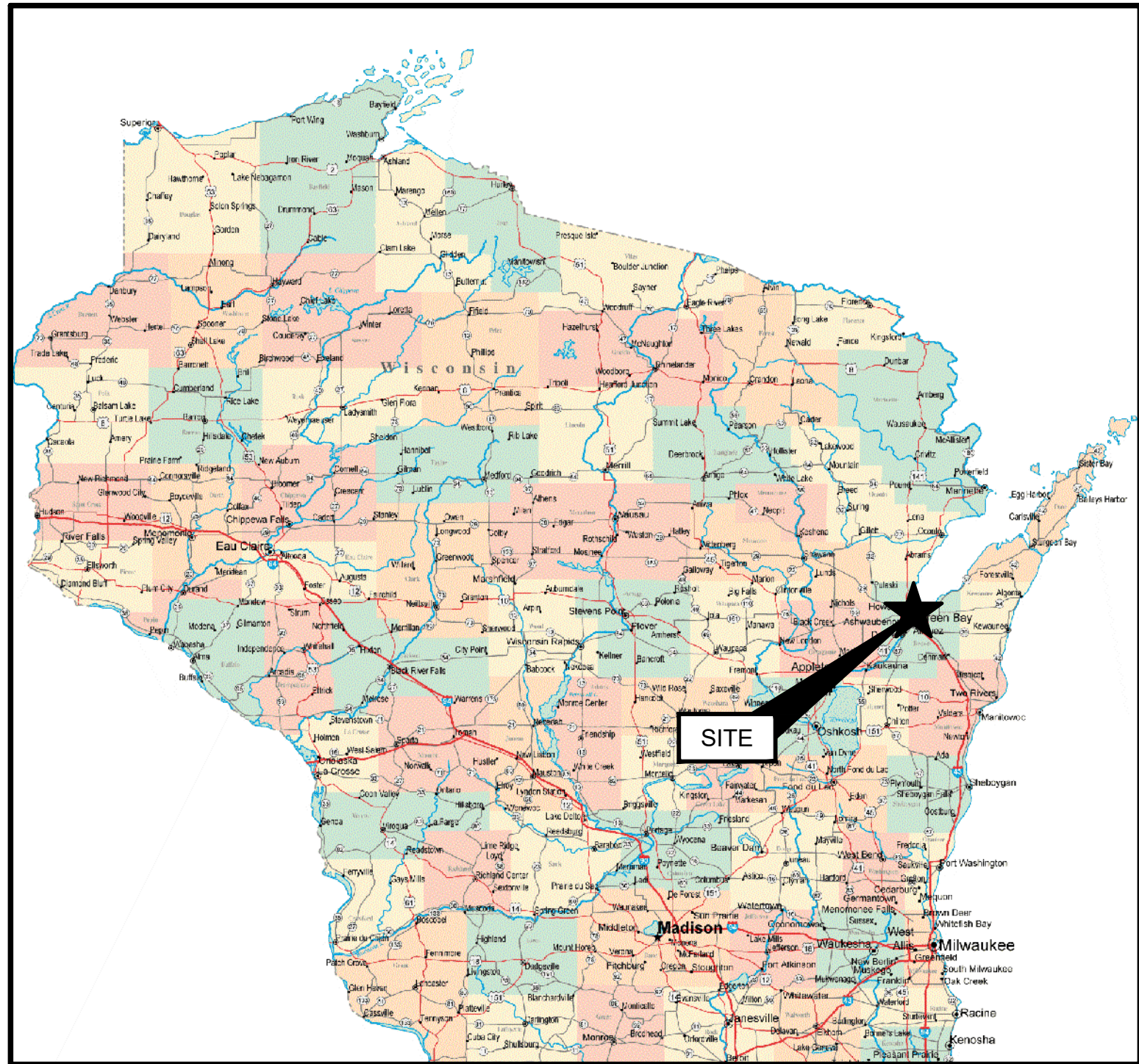
Wisconsin Department of Natural Resources. (2021). Strategic analysis of wild rice management in Wisconsin. WDNR. https://widnr.widen.net/s/kdzjncbfbg/wildricemgmtsa_finalreport_sept2021_with-appendices

Appendix A

Design Plan Set

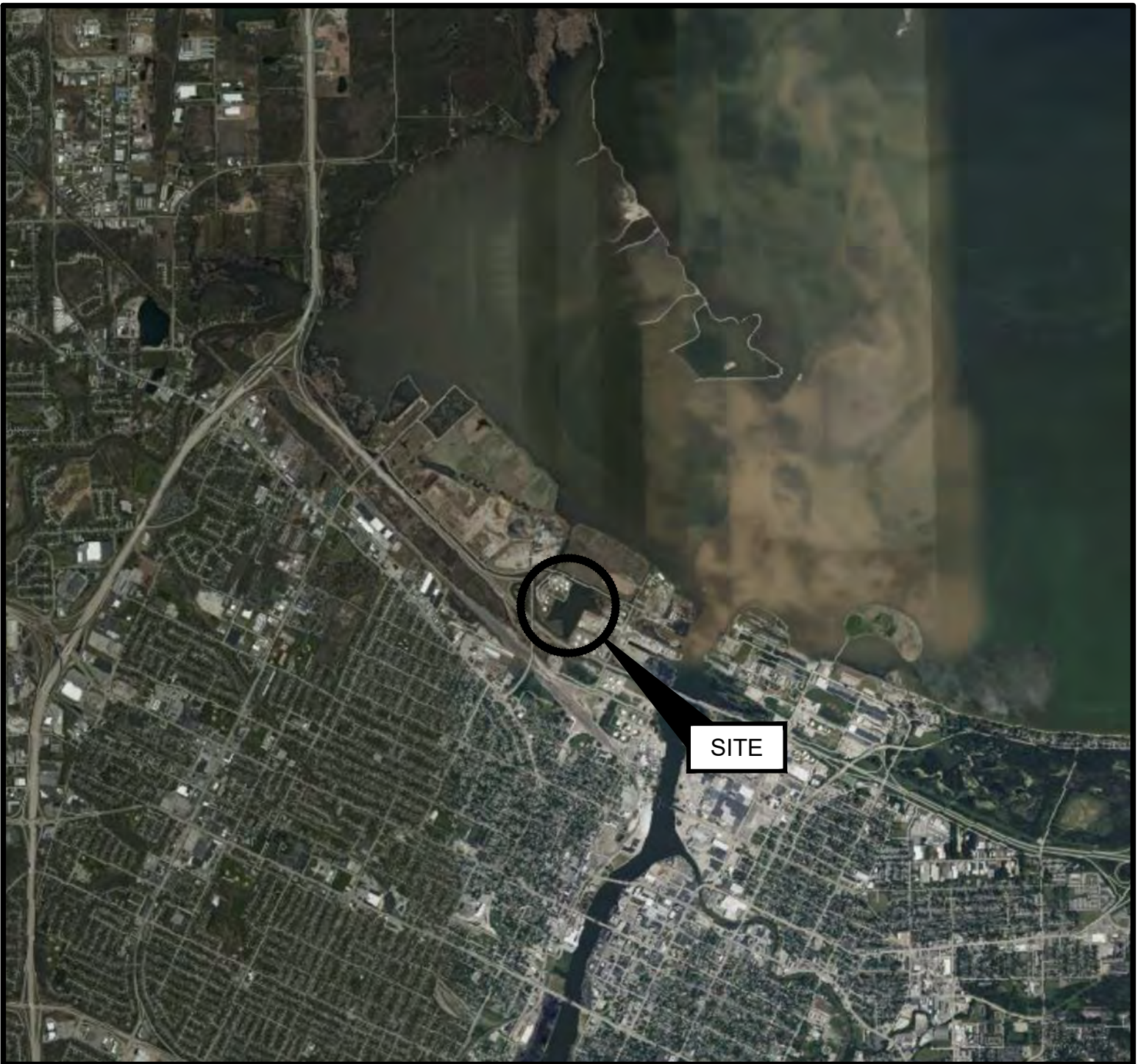
TANK FARM MARSH RESTORATION

BROWN COUNTY
CITY OF GREEN BAY
T24N, R21E, SECTION 24



SOURCE:
WISCONSIN ROAD MAP

STATE or COUNTY MAP
(NOT TO SCALE)



SOURCE:
2021 MICROSOFT AERIAL IMAGERY

SITE LOCATION MAP
(NOT TO SCALE)

SHEET INDEX

SHEET NO.	DRAWING NO.	TITLE
1	G-001	COVER SHEET
2	G-002	LEGEND AND NOTES
3	C-001	EXISTING CONDITIONS
4	C-002	PROPOSED CONDITIONS
5	C-003	PROPOSED PROFILE
6	C-004	PROPOSED CROSS-SECTIONS
7	D-001	DETAILS- PLANTING PLAN
8	D-002	DETAILS- PUBLIC ACCESS
9	D-003	DETAILS- HABITAT IMPROVEMENT AND CULVERT
10	D-004	DETAILS- SOIL EROSION AND SEDIMENT CONTROL
11	D-005	DETAILS- ELEVATED NESTING PLATFORM ON WOOD POLE
12	T-001	SPECIFICATIONS (1 OF 2)
13	T-002	SPECIFICATIONS (2 OF 2)

PREPARED FOR:

CITY OF GREEN BAY
100 N. JEFFERSON ST.
GREEN BAY, WISCONSIN
(920)448-3000

PREPARED BY:

GEI CONSULTANTS, INC.
3159 VOYAGER DRIVE
GREEN BAY, WI 54311
(920)455-8200



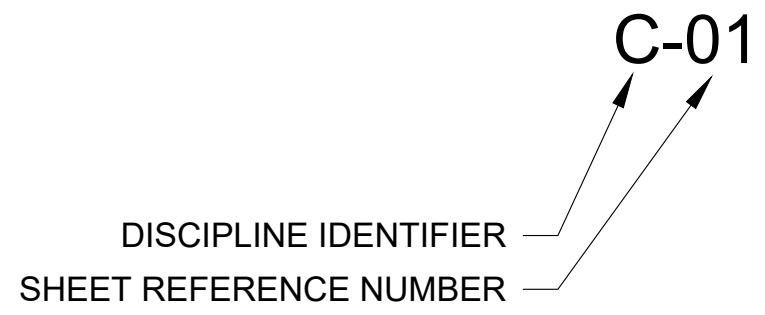
THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, IS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF GEI CONSULTANTS AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF GEI CONSULTANTS.

GEI PROJECT NO. 2202009

FOR BID

				DRAFT	DWG. NO. G-001
					SHEET NO. 1 OF 13
1	10/15/2023	BID DRAWINGS	SHP		REV NO. 1
0	4/28/2023	PRELIMINARY DRAWINGS	SHP		
NO.	DATE	ISSUE/REVISION	APP		

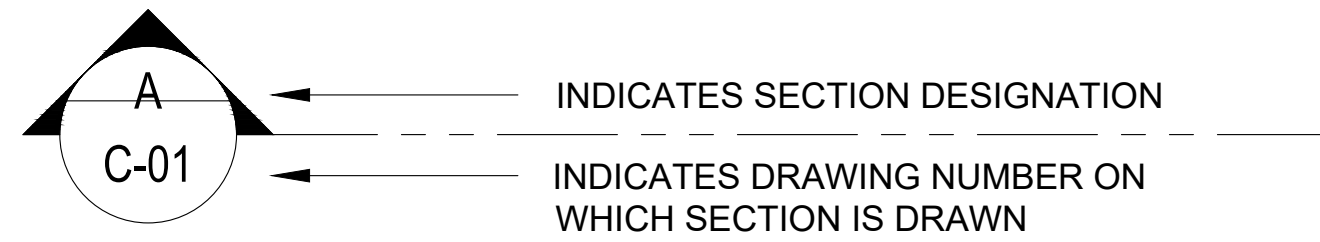
ENGELHARDT, OLIVIA B\\Working\\GREEN BAY\\VL CITY OF2202009 Tank Farm Marsh\\00_CAD\\Design\\Sheet\\COVER SHEET.dwg - 10/23/2023



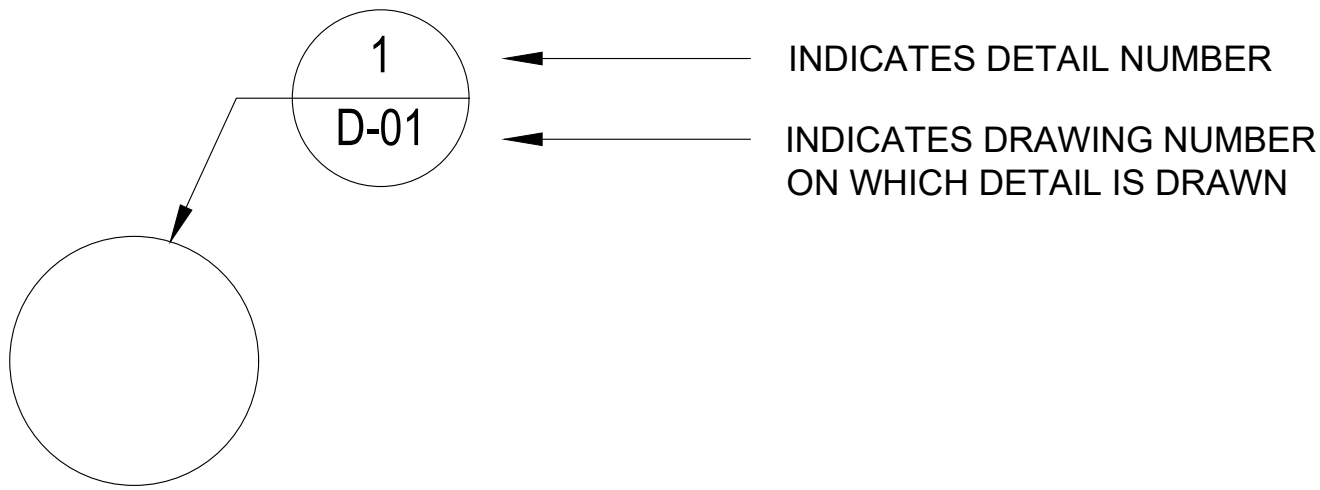
DISCIPLINE IDENTIFER

DISCIPLINE	DISCIPLINE IDENTIFIER
GENERAL	G
KEY PLAN	K
INSTRUMENTATION	I
REMOVAL	R
CIVIL	C
STRUCTURAL	S
ARCHITECTURAL	A
MECHANICAL/PROCESS	M
ELECTRICAL	E
PLUMBING	P
DETAILS	D

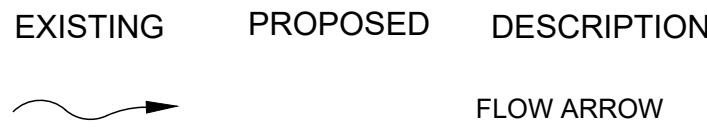
SECTION LEGEND



DETAIL LEGEND



SYMBOLS



LINETYPES

EXISTING	PROPOSED	DESCRIPTION
EASE	EASE	NO WORK/ EASEMENT BOUNDARY
X		CONTOUR
PROP		EXISTING FENCE
	SF	EXISTING PROPERTY LINE
	SF	WATER LEVEL
	SF	SILT FENCE
		PRIMARY PROJECT AREA BOUNDARY
		SECONDARY PROJECT AREA BOUNDARY

HATCH LEGEND

MATERIAL DESCRIPTION	EXISTING PATTERN	NEW PROPOSED PATTERN
WILD RICE RESTORATION AREA		
SUBMERGENT MARSH		
EMERGENT MARSH		
WET MEADOW		
50% SHRUB CARR 50% WET MEADOW		
HARDWOOD SWAMP RESTORATION		
HERON ROOKERY/ BAT HABITAT		
EXISTING GROUND		
NO WORK ZONE		
PROPOSED ACCESS ROAD		
PROPOSED FILL		

SYMBOL LEGEND

MATERIAL DESCRIPTION	EXISTING SYMBOL	NEW PROPOSED SYMBOL
WILD RICE		
FLOATING WRACK PLATFORM		
ELEVATED NESTING PLATFORM		
TREE CROWN CLUSTER		
WOOD DUCK NEST BOX		
MODIFIED WOOD DUCK NEST BOX		
SECONDARY CAVITY NESTING BIRD HOUSE		
PAIR OF BAT HOUSES		

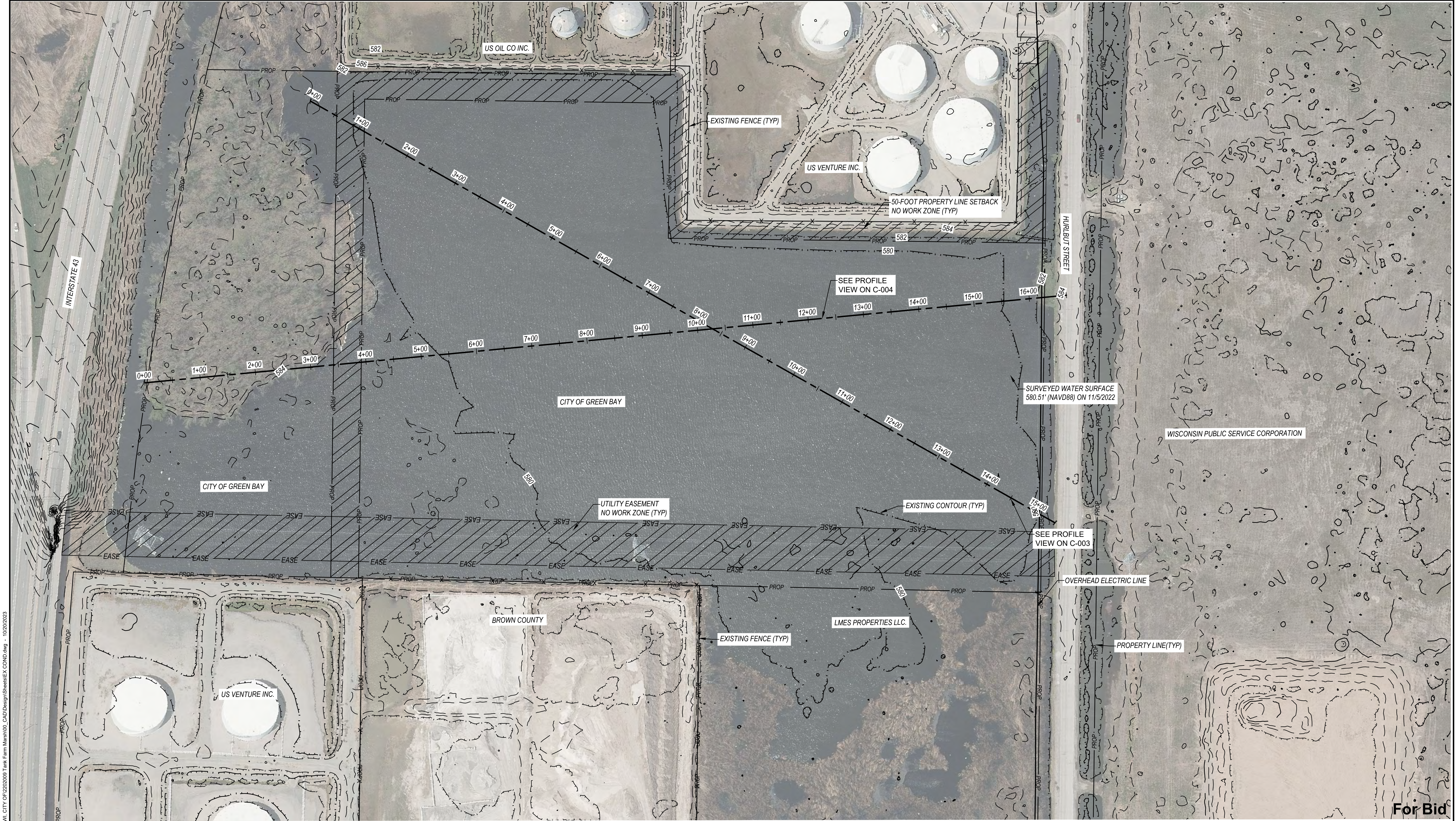
NOTES:

- WETLAND BOUNDARIES WERE DELINEATED BY GEI CONSULTANTS ON SEPTEMBER 15, 2022.
- EXISTING GROUND COLLECTED FROM 2012 USACE LIDAR DATA.
- FINE AGGREGATE SHALL HAVE 3/4 INCH OR 1-1/4 INCH GRADATION MEETING WISDOT SPECIFICATION 305.2.2.
- PROPOSED AREAS ABOVE ELEVATION 579 WITHIN SUBMERGENT MARSH, EMERGENT MARSH, WET MEADOW, AND SHRUB CARR SHALL BE SEEDED WITH EMERGENT/ SUBMERGENT SEED MIX FOR A TOTAL ESTIMATED ACREAGE OF 5.45 ACRES.
- PROPOSED HARDWOOD SWAMP/ HERON ROOKERY AND WOODLAND HABITAT TYPES ARE USED INTERCHANGEABLY. TWO SEPARATE 0.25 AREAS WITHIN THE WOODLAND SHALL BE SEEDED WITH THE WOODLAND SEED MIX FOR A TOTAL ESTIMATED ACREAGE OF 0.5 ACRES.
- USE TURBIDITY CURTAIN AS NECESSARY TO MINIMIZE SEDIMENT MOVEMENT DOWNSTREAM DURING CONSTRUCTION. MOVE CURTAIN WITH WORK AREA. REMOVE DEPOSITED SEDIMENT AS NECESSARY TO MAINTAIN TURBIDITY TRAP FUNCTION AND PRIOR TO REMOVAL OF TURBIDITY CURTAIN.
- ANIMAL EXCLUSION FENCING SHALL BE PLACED AROUND ALL WETLAND SEEDED AREAS AND PLANTINGS INCLUDING ALL WILD RICE SEEDBEDS.
- SIX WOOD DUCK BOXES, FOUR MODIFIED WOOD DUCK BOXES, THREE SECONDARY CAVITY NESTING BIRD HOUSES, AND SIX BAT HOUSES ARE DISPLAYED ON THE DRAWINGS. LOCATION AND DESIGN NEED TO BE REVIEWED AND APPROVED BY THE ENGINEER PRIOR TO CONSTRUCTION.

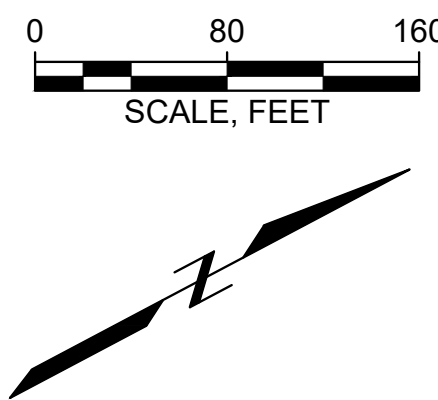
For Bid

Attention: 01" If this scale bar does not measure 1" then drawing is not original scale.	DRAFT	Designed: MW	GEI Consultants GEI CONSULTANTS, INC. 3159 VOYAGER DRIVE GREEN BAY, WI 54311 (920)455-9200	CITY OF GREEN BAY 100 N. JEFFERSON ST GREEN BAY, WI 54301	TANK FARM MARSH RESTORATION T24N R21E SECTION 24					SHEET NAME LEGEND AND NOTES	SHEET NO. G-002
		Drawn: OJE									
		Checked: SHP									
		Approved:									
		P.E. No:									
		GEI Project 2202009									
						1	10/15/2023	BID DRAWINGS	SHP		
						0	4/28/2023	PRELIMINARY DRAWINGS	SHP		
						NO	DATE	ISSUE/REVISION	APP		

ENGELHARDT, OLIVIA B\Working\GREEN BAY WI CITY OF 2202009 Tank Farm Marsh\00_CAD\Design\Sheets\EX COND.dwg - 10/20/2023



For Bid



Attention:
0 1"
If this scale bar
does not measure
1" then drawing is
not original scale.

DRAFT

Designed: MW
Drawn: OJE
Checked: SHP
Approved:
P.E. No:
GEI Project 2202009



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

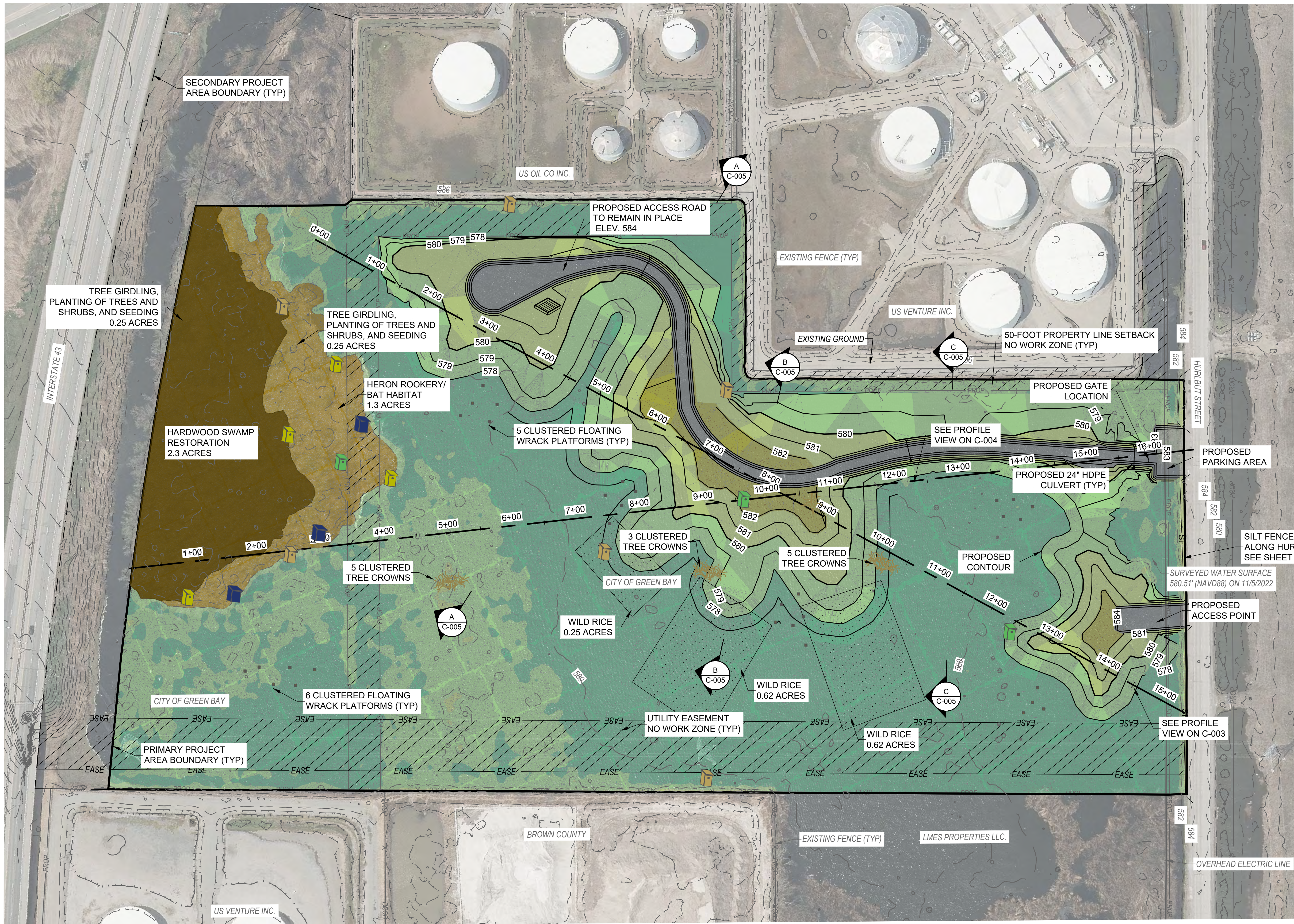
TANK FARM MARSH
RESTORATION
T24N R21E SECTION 24

1	10/15/2023	BID DRAWINGS	SH
0	4/28/2023	PRELIMINARY DRAWINGS	SH
NO	DATE	ISSUE/REVISION	AP

SHEET NAME
EXISTING CONDITONS

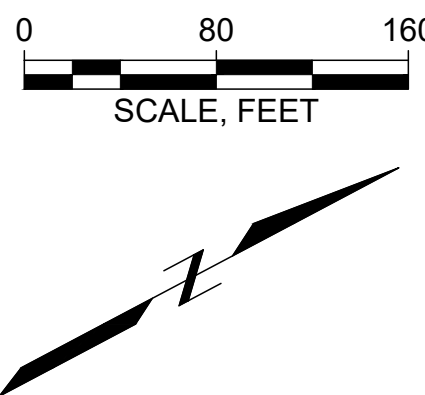
SHEET NO.
C-001

ENGELHARDT, OLIVER & ASSOCIATES, INC. 10/23/2023



ELEVATION BANDING				
COLOR	MIN ELEV	MAX ELEV	ACRES	HABITAT TYPE
	575	578	13.1	SUBMERGENT MARSH
	578	580	8.8	EMERGENT MARSH
	580	582	2.6	WET MEADOW
	582	582	0.6	SHRUB CARR
	582	588	3.6	HARDWOOD SWAMP/ HERON ROOKERY

- HABITAT KEY
- FLOATING WRACK PLATFORM
 - ELEVATED NESTING PLATFORM
 - TREE CROWN CLUSTER
 - WILD RICE RESTORATION
 - WOOD DUCK NEST BOX
(SEE SECTION 3.8 ON SHEET T-002)
 - MODIFIED WOOD DUCK NEST BOX
 - SECONDARY CAVITY NESTING BIRD HOUSE
 - PAIR OF BAT HOUSES
(SEE SECTION 3.10 ON SHEET T-002)
- NOTE: SYMBOLS NOT TO SCALE
REFER TO NOTES 4-8 ON SHEET G-002 FOR
ADDITIONAL PROPOSED PROJECT INFORMATION



Attention:
0 1"
If this scale bar
does not measure
1" then drawing is
not original scale.

DRAFT

Designed: MW
Drawn: OJE
Checked: SHP
Approved:
P.E. No:
GEI Project 2202009



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

TANK FARM MARSH
RESTORATION
T24N R21E SECTION 24

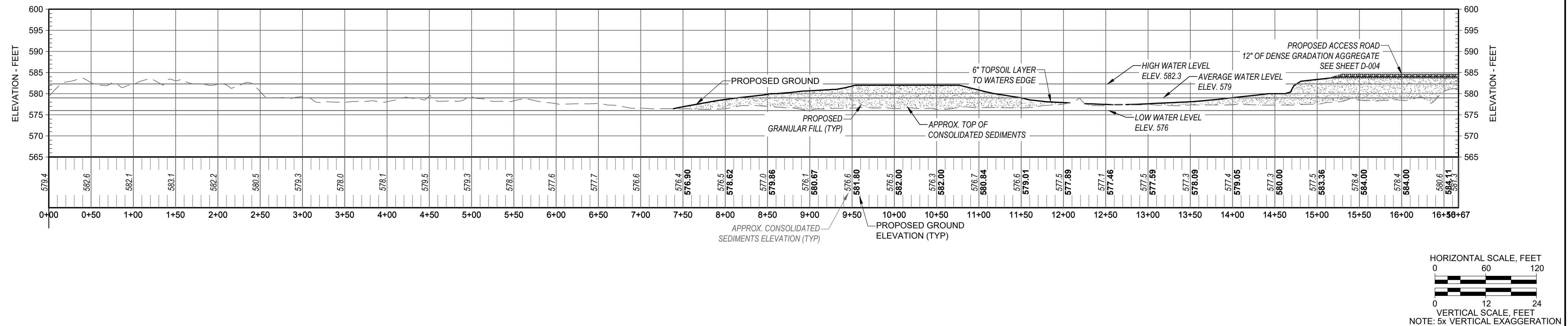
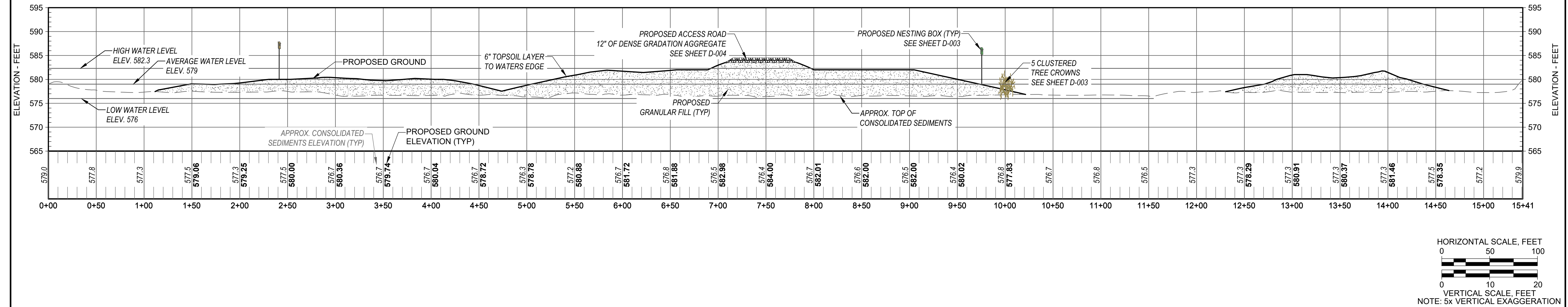
1	10/15/2023	BID DRAWINGS	SHP
0	4/28/2023	PRELIMINARY DRAWINGS	SHP
NO	DATE	ISSUE/REVISION	APP

SHEET NAME
**PROPOSED CONDITIONS
HABITAT TYPES**

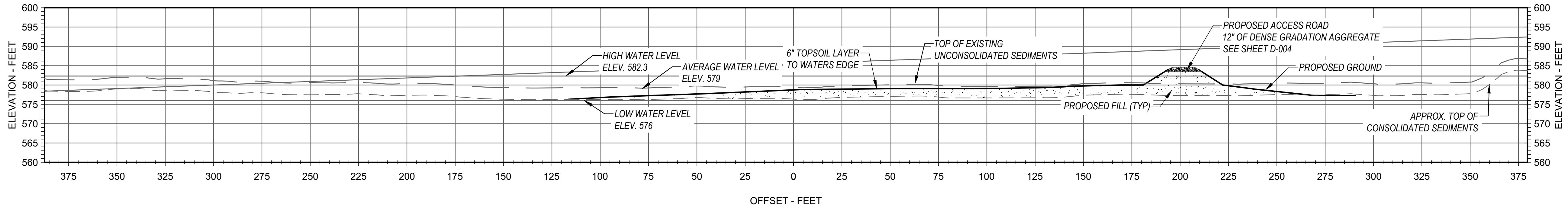
SHEET NO.
C-002

For Bid

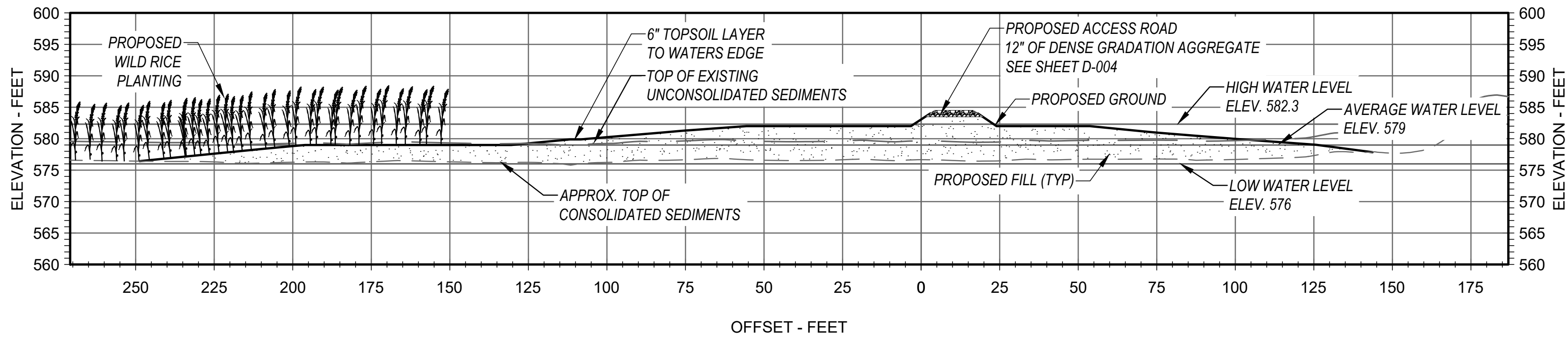
ENGELHARDT, OLIVIA B\Working\GREEN BAY\WIL CITY\072202009 Tank Farm Marsh\100_CAD\Design\Sheet\PROP COND_recover.dwg - 10/20/2023



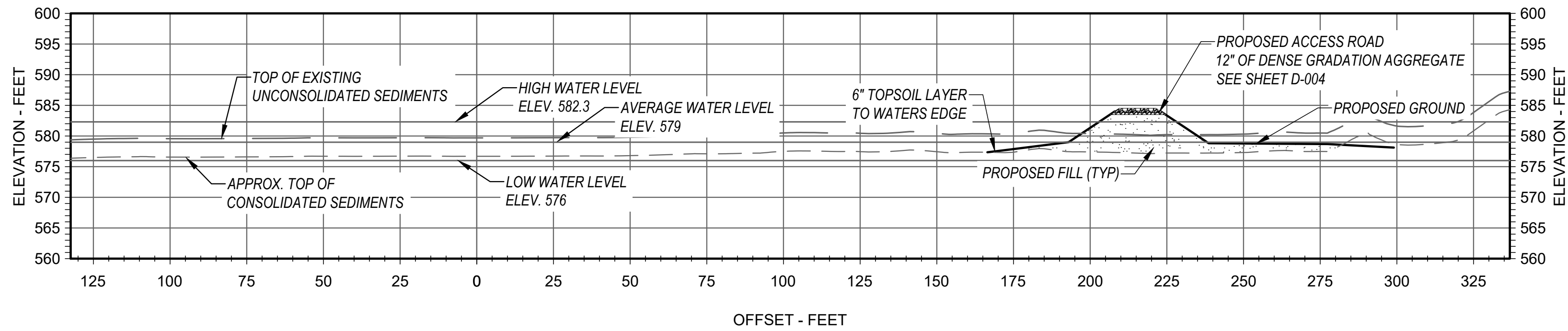
Attention: 01" If this scale bar does not measure 1" then drawing is not original scale.	DRAFT	Designed: MW	GEI Consultants GEI CONSULTANTS, INC. 3159 VOYAGER DRIVE GREEN BAY, WI 54311 (920)455-8200	CITY OF GREEN BAY	TANK FARM MARSH RESTORATION					SHEET NAME	SHEET NO.		
		Drawn: OJE											
		Checked: SHP											
		Approved:											
		P.E. No:											
		GEI Project 2202009											
						1	10/15/2023	BID DRAWINGS	SHP	PROPOSED PROFILES	C-003		
						0	4/28/2023	PRELIMINARY DRAWINGS	SHP				
						NO	DATE	ISSUE/REVISION	APP				



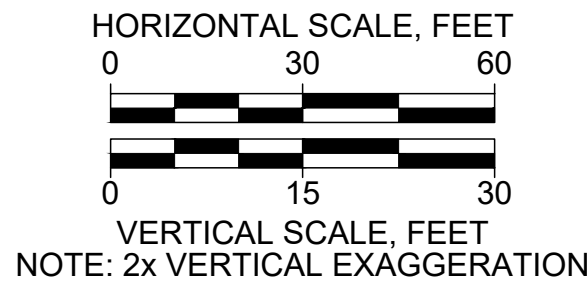
SECTION
CROSS SECTION A AT STATION 4+99.19 SCALE: H: 1" = 30', V: 1"=15'



SECTION
CROSS SECTION B AT STATION 7+88.07 SCALE: H: 1" = 30', V: 1"=15'



SECTION
CROSS SECTION C AT STATION 11+24.60 SCALE: H: 1" = 30', V: 1"=15'

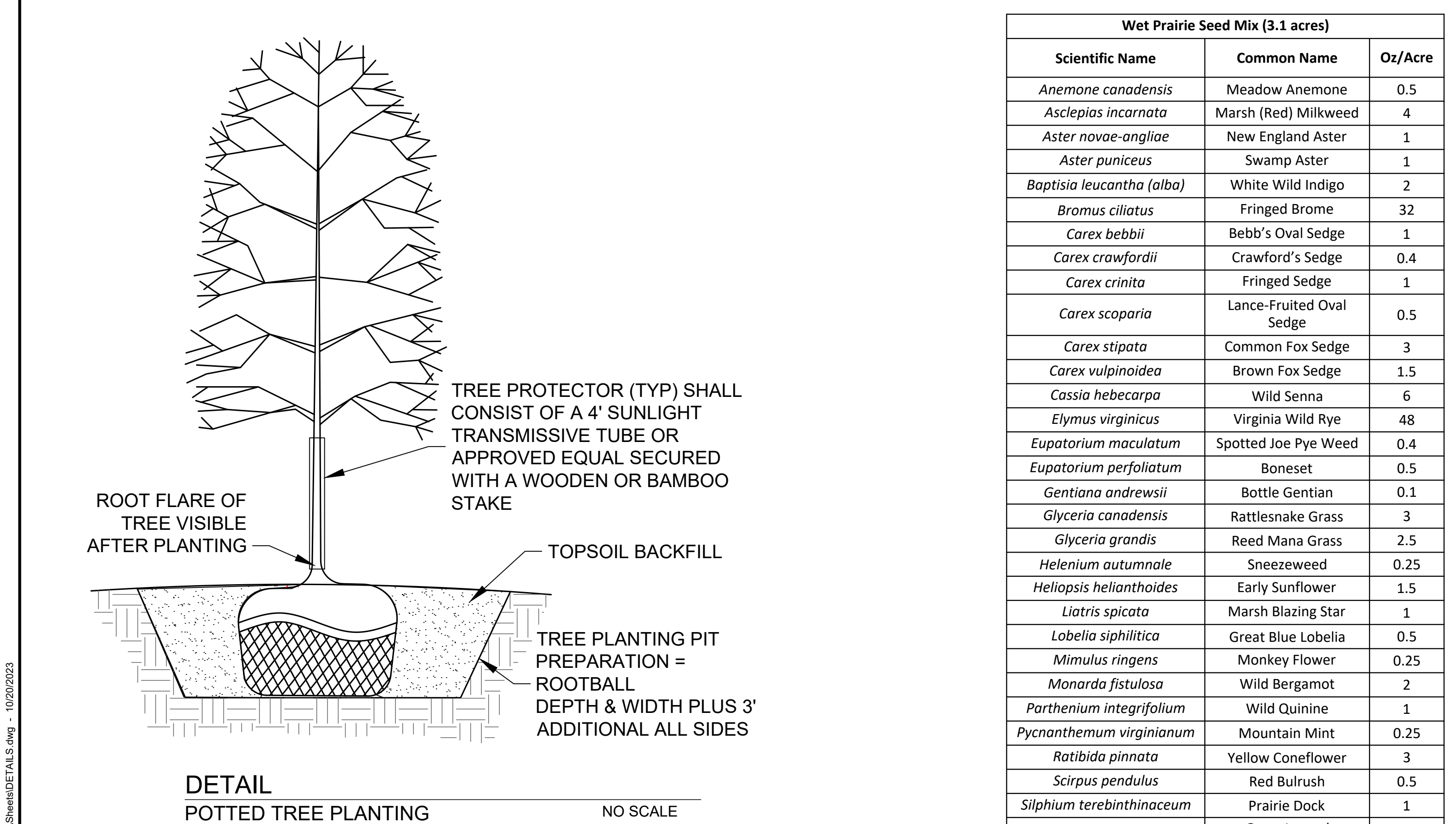
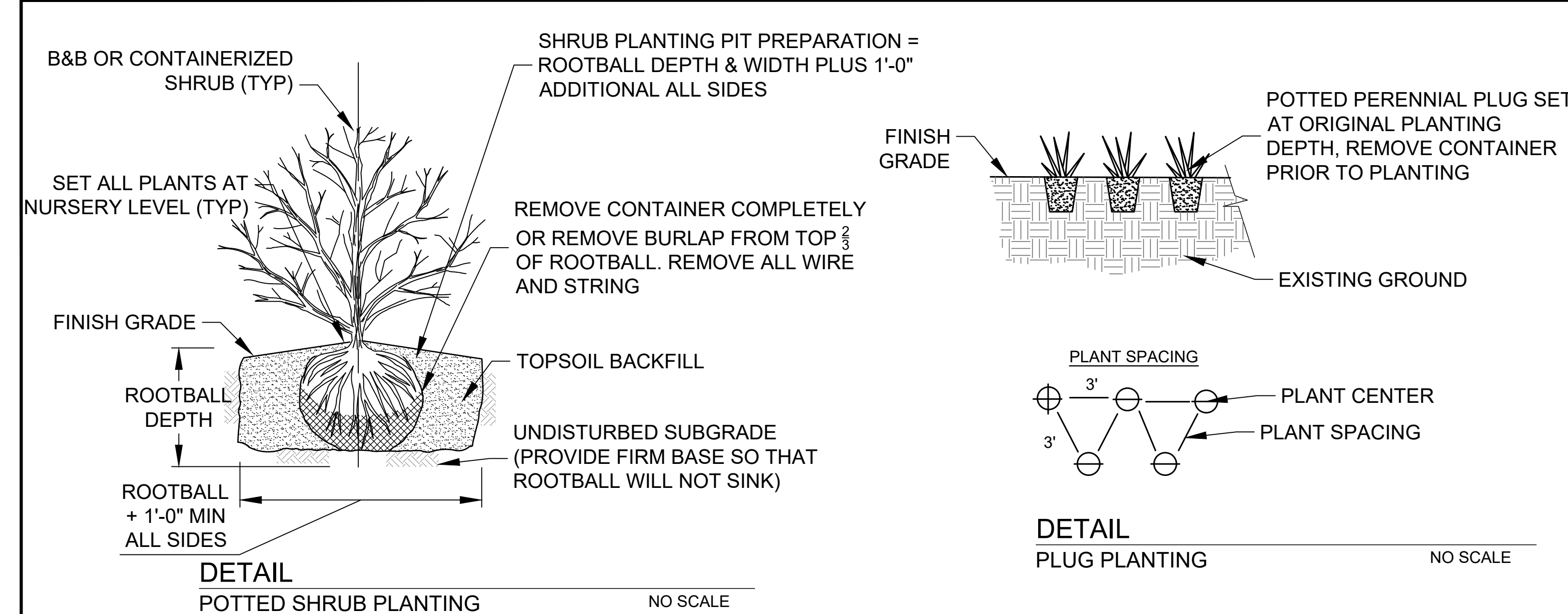


For Bid

NOTES:
WATER LEVELS FROM USACE GREAT LAKES WATER LEVELS DATA
COLLECTED 1918-2023.

Attention: 01"1" If this scale bar does not measure 1" then drawing is not original scale.	DRAFT	Designed: MW	GEI Consultants GEI CONSULTANTS, INC. 3159 VOYAGER DRIVE GREEN BAY, WI 54311 (920)455-8200	CITY OF GREEN BAY 100 N. JEFFERSON ST GREEN BAY, WI 54301	TANK FARM MARSH RESTORATION T24N R21E SECTION 24					SHEET NAME PROPOSED CROSS-SECTIONS	SHEET NO. C-004
		Drawn: OJE									
		Checked: SHP									
		Approved:									
		P.E. No:									
		GEI Project 2202009									
						1	10/15/2023	BID DRAWINGS	SHP		
						0	4/28/2023	PRELIMINARY DRAWINGS	SHP		
						NO	DATE	ISSUE/REVISION	APP		

ENGELHARDT, OLIVIA: B:\Working\GREEN BAY\WIL CITY\012202009 Tank Farm Marsh\00_CAD\Design\Sheets\DETAILS.dwg - 1/29/2023



Wet Prairie Seed Mix (3.1 acres)		
Scientific Name	Common Name	Oz/Acre
<i>Anemone canadensis</i>	Meadow Anemone	0.5
<i>Asclepias incarnata</i>	Marsh (Red) Milkweed	4
<i>Aster novae-angliae</i>	New England Aster	1
<i>Aster puniceus</i>	Swamp Aster	1
<i>Baptisia leucantha (alba)</i>	White Wild Indigo	2
<i>Bromus ciliatus</i>	Fringed Brome	32
<i>Carex bebbii</i>	Bebb's Oval Sedge	1
<i>Carex crawfordii</i>	Crawford's Sedge	0.4
<i>Carex crinita</i>	Fringed Sedge	1
<i>Carex scoparia</i>	Lance-Fruited Oval Sedge	0.5
<i>Carex stipata</i>	Common Fox Sedge	3
<i>Carex vulpinoidea</i>	Brown Fox Sedge	1.5
<i>Cassia hebecarpa</i>	Wild Senna	6
<i>Elymus virginicus</i>	Virginia Wild Rye	48
<i>Eupatorium maculatum</i>	Spotted Joe Pye Weed	0.4
<i>Eupatorium perfoliatum</i>	Boneset	0.5
<i>Gentiana andrewsii</i>	Bottle Gentian	0.1
<i>Glyceria canadensis</i>	Rattlesnake Grass	3
<i>Glyceria grandis</i>	Reed Mana Grass	2.5
<i>Helenium autumnale</i>	Sneezeweed	0.25
<i>Heliopsis helianthoides</i>	Early Sunflower	1.5
<i>Liatris spicata</i>	Marsh Blazing Star	1
<i>Lobelia siphilitica</i>	Great Blue Lobelia	0.5
<i>Mimulus ringens</i>	Monkey Flower	0.25
<i>Monarda fistulosa</i>	Wild Bergamot	2
<i>Parthenium integrifolium</i>	Wild Quinine	1
<i>Pycnanthemum virginianum</i>	Mountain Mint	0.25
<i>Ratibida pinnata</i>	Yellow Coneflower	3
<i>Scirpus pendulus</i>	Red Bulrush	0.5
<i>Silphium terebinthinaceum</i>	Prairie Dock	1
<i>Solidago graminifolia</i>	Grass-Leaved Goldenrod	0.1
<i>Solidago ohioensis</i>	Ohio Goldenrod	1
<i>Solidago riddellii</i>	Riddell's Goldenrod	1.5
<i>Verbena hastata</i>	Blue Vervain	1.5
<i>Veronicastrum virginicum</i>	Culver's Root	0.25
<i>Zizia aurea</i>	Golden Alexanders	4

DETAIL
WET PRAIRIE SEED MIX

Submergent/Emergent Marsh Seed Mix (2.35 acres)		
Scientific Name	Common Name	Oz/Acre
<i>Acorus calamus</i>	Sweet flag	5.00
<i>Alisma subcordatum</i>	Southern water plantain	2.00
<i>Bolboschoenus fluviatilis</i>	River bulrush	2.50
<i>Calamagrostis canadensis</i>	Blue joint grass	1.25
<i>Carex comosa</i>	Bristly sedge	5.00
<i>Carex crinita</i>	Fringed sedge	2.00
<i>Carex hystericina</i>	Porcupine sedge	5.00
<i>Glyceria grandis</i>	Reed manna grass	3.00
<i>Glyceria striata</i>	Fowl manna grass	2.00
<i>Iris virginica shrevei</i>	Southern blue flag iris	3.50
<i>Juncus effusus</i>	Common rush	0.30
<i>Leersia oryzoides</i>	Rice cut grass	4.00
<i>Mimulus ringens</i>	Monkey flower	0.20
<i>Sagittaria latifolia</i>	Common arrowhead	2.00
<i>Schoenoplectus acutus</i>	Hardstem bulrush	1.00
<i>Schoenoplectus tabernaemontani</i>	Softstem bulrush	2.50
<i>Scirpus atrovirens</i>	Dark green rush	2.00
<i>Scirpus cyperinus</i>	Wool grass	0.75
<i>Scirpus pendulus</i>	Red bulrush	1.00
<i>Sparganium eurycarpum</i>	Common bur-reed	6.00
<i>Spartina pectinata</i>	Prairie cordgrass	13.00

DETAIL
SUBMERGENT/ EMERGENT MARSH SEED MIX

Shrubs - Woodland (0.5 acre)		
Scientific Name	Common Name	Qty
<i>Alnus incana</i>	Speckled alter	35
<i>Cephalanthus occidentalis</i>	Buttonbush	35
<i>Cornus amomum</i>	Silky dogwood	40
<i>Hamamelis virginiana</i>	Witch hazel	35
<i>Ilex verticillata</i>	Winterberry	40
<i>Lindera benzoin</i>	Spicebush	40
<i>Rubus pubescens</i>	Swamp raspberry	35
<i>Sambucus canadensis</i>	Elderberry	40
<i>Viburnum lentago</i>	Nannyberry	75
	Total	375

DETAIL
WOODLAND SHRUBS

Shrubs - Shrub Carr (0.4 acre)		
Scientific Name	Common Name	Qty
<i>Cornus amomum</i>	Silky dogwood	26
<i>Cornus sericea</i>	Red-osier dogwood	56
<i>Ribes americanum</i>	Wild black currant	26
<i>Salix bebbiana</i>	Bebb's willow	26
<i>Salix discolor</i>	Pussy willow	40
<i>Salix petiolaris</i>	Meadow willow	26
<i>Sambucus canadensis</i>	Elderberry	26
<i>Spiraea alba</i>	Meadowsweet	40
	Total	266

DETAIL
SHRUB CARR SHRUBS

Woodland Seed Mix (0.5 acre)		
Scientific Name	Common Name	Oz/Acre
<i>Actaea rubra</i>	Red baneberry	0.80
<i>Agastache scrophulariifolia</i>	Purple giant hyssop	1.60
<i>Agerata altissima</i>	White snakeroot	0.40
<i>Allium tricoccum</i>	Wild leek	3.20
<i>Anemone virginiana</i>	Tall anemone	0.80
<i>Aquilegia canadensis</i>	Wild columbine	1.60
<i>Blephilia hirsuta</i>	Wood mint	0.80
<i>Campanula americana</i>	Tall bellflower	3.20
<i>Carex blanda</i>	Common wood sedge	0.80
<i>Carex grayi</i>	Common bur sedge	4.80
<i>Carex pensylvanica</i>	Common oak sedge	0.80
<i>Caulophyllum thalictroides</i>	Blue cohosh	3.20
<i>Cinna arundinacea</i>	Common wood-reed	1.60
<i>Claytonia virginica</i>	Spring beauty	0.80
<i>Cryptotaenia canadensis</i>	Honewort	1.60
<i>Desmodium glutinosum</i>	Pointed-leaved tick trefoil	3.20
<i>Diarrhena obovata</i>	Beak grass	6.40
<i>Elymus hystrix</i>	Bottlebrush grass	9.60
<i>Eurybia macrophylla</i>	Big-leaved aster	0.60
<i>Eutrochium purpureum</i>	Purple Joe-pye weed	0.80
<i>Maianthemum racemosum</i>	Solomon's plume	3.20
<i>Mertensia virginica</i>	Virginia bluebells	0.16
<i>Osmorhiza claytonii</i>	Sweet cicely	3.20
<i>Pensemon calycosus</i>	Smooth beard-tongue	0.60
<i>Persicaria virginiana</i>	Woodland knotweed	3.20
<i>Polygonatum biflorum</i>	Solomon's seal	3.20
<i>Prenanthes alba</i>	Lion's foot	1.60
<i>Rudbeckia laciniata</i>	Wild golden glow	0.80
<i>Sanguinaria canadensis</i>	Bloodroot	0.10
<i>Scrophularia marilandica</i>	Late figwort	1.60
<i>Smilax lasioneura</i>	Common carrion flower	2.40
<i>Solidago flexicaulis</i>	Zig zag goldenrod	0.20
<i>Solidago ulmifolia</i>	Elm-leaved goldenrod	0.40
<i>Symphyotrichum lateriflorum</i>	Calico aster	0.80
<i>Taenidia integerrima</i>	Yellow pimpernel	1.20
<i>Thalictrum dioicum</i>	Early meadow rue	3.20
<i>Uvularia grandiflora</i>	Bellwort	0.80

DETAIL
WOODLAND SEED MIX

Trees - Woodland (0.5 acre)		
Scientific Name	Common Name	Qty
<i>Acer rubrum</i>	Red maple	3
<i>Acer saccharinum</i>	Silver maple	9
<i>Betula alleghaniensis</i>	Yellow birch	9
<i>Carpinus caroliniana</i>	Hornbeam	9
<i>Celtis occidentalis</i>	Hackberry	3
<i>Platanus occidentalis</i>	Sycamore	9
<i>Quercus bicolor</i>	Swamp white oak	3
<i>Quercus macrocarpa</i>	Bur oak	4
<i>Tilia americana</i>	Basswood	3
<i>Ulmus americana</i>	American elm	9
	Total	61

DETAIL
WOODLAND TREES

Herbaceous Plants (plugs/bareroot/tubers)		
Scientific Name	Common Name	Qty
Emergent Plants		
<i>Alisma plantago-aquatica</i>	Water plantain	360
<i>Bolboschoenus fluviatilis</i>	River bulrush	360
<i>Campanula aparinoides</i>	Marsh bellflower	180
<i>Carex aquatilis</i>	Water sedge	270
<i>Carex comosa</i>	Bristly sedge	270
<i>Carex hystericina</i>	Porcupine sedge	270
<i>Carex lacustris</i>	Lake sedge	270
<i>Carex lasiocarpa</i>	Wiregrass sedge	270
<i>Cicuta bulbifera</i>	Water hemlock	180
<i>Cladium mariscoides</i>	Twig rush	180
<i>Comarum palustre</i>	Marsh cinquefoil	90
<i>Deschampsia cespitosa</i>	Tufted hairgrass	90
<i>Eleocharis acicularis</i>	Needle spike-rush	180
<i>Eleocharis elliptica</i>	Elliptic spike-rush	90
<i>Eleocharis palustris</i>	Common spike-rush	180
<i>Eleocharis quinqueflora</i>	Few-flowered spike-rush	90
<i>Glyceria canadensis</i>	Rattlesnake manna grass	270
<i>Glyceria grandis</i>	Reed manna grass	360
<i>Juncus balticus</i>	Baltic rush	180
<i>Juncus brevicaudatus</i>	Narrow-panicked rush	180
<i>Juncus canadensis</i>	Canada rush	180
<i>Juncus effusus</i>	Common rush	360
<i>Leersia oryzoides</i>	Rice cut grass	360
<i>Persicaria amphibia</i>	Water smartweed	360
<i>Pontederia cordata</i>	Pickernel-weed	360
<i>Rumex orbiculatus</i>	Great water dock	360
<i>Sagittaria latifolia</i>	Common arrowhead	360
<i>Schoenoplectus acutus</i>	Hardstem bulrush	360
<i>Schoenoplectus pungens</i>	Threesquare bulrush	360
<i>Schoenoplectus tabernaemontani</i>	Softstem bulrush	360
<i>Scirpus atrovirens</i>	Dark green rush	360
<i>Scirpus cyperinus</i>	Wool grass	360
<i>Scutellaria galericulata</i>	Common skullcap	90
<i>Sparganium eurycarpum</i>	Common bur-reed	360
<i>Utricularia cornuta</i>	Horned bladderwort	90
	Total	9,000
Floating-Leaved Plants		
<i>Brasenia schreberi</i>	Watershield	445
<i>Nuphar advena</i>	Yellow pond lily	448
<i>Nuphar variegata</i>	Bull-head pond-lily	448
<i>Nymphaea odorata</i>	American white water-lily	450
<i>Potamogeton natans</i>	Floating-leaf pondweed	445
	Total	2,236
Submergent Plants		
<i>Ceratophyllum demersum</i>	Coontail	700
<i>Elodea canadensis</i>	Common waterweed	700
<i>Najas flexilis</i>	Slender naiad	350
<i>Potamogeton gramineus</i>	Variableleaf pondweed	350
<i>Potamogeton illinoensis</i>	Illinois pondweed	350
<i>Potamogeton obtusifolius</i>	Blunt-leaved pondweed	700
<i>Potamogeton richardsonii</i>	Richardson's pondweed	700
<i>Potamogeton robbinsii</i>	Robbin's pondweed	350
<i>Potamogeton zosteriformis</i>	Flat-stem pondweed	350
<i>Stuckenia pectinata</i>	Sago pondweed	700
<i>Utricularia intermedia</i>	Flat-leaved bladderwort	350
<i>Utricularia vulgaris</i>	Common bladderwort	700
<i>Vallisneria americana</i>	Water-celery	700
	Total	7,000

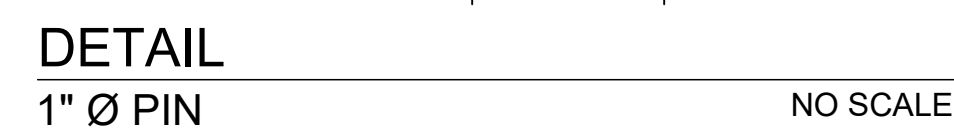
DETAIL
HERBACEOUS PLANTS

For Bid

Attention: 0 1" If this scale bar does not measure 1" then drawing is not original scale.	DRAFT	<i>Designed:</i> MW	GEI Consultants GEI CONSULTANTS, INC. 3159 VOYAGER DRIVE GREEN BAY, WI 54311 (920)455-9200	CITY OF GREEN BAY 100 N. JEFFERSON ST GREEN BAY, WI 54301	TANK FARM MARSH RESTORATION T24N R21E SECTION 24				
		<i>Drawn:</i> OJE							
		<i>Checked:</i> SHP							
		<i>Approved:</i>							
		<i>P.E. No:</i>							
		<i>GEI Project</i> 2202009				1	10/15/2023	BID DRAWINGS	SHP
						0	4/28/2023	PRELIMINARY DRAWINGS	SHP
						NO	DATE	ISSUE/REVISION	APP



1. GATES SHALL BE PAINTED WITH HIGH VISIBILITY YELLOW PAINT.
2. SUBMIT FABRICATION DRAWINGS TO THE ENGINEER FOR APPROVAL PRIOR TO FABRICATION.



DRAFT

<i>Designed:</i>	MW
<i>Drawn:</i>	OJE
<i>Checked:</i>	SHP
<i>Approved:</i>	
<i>P.E. No:</i>	
<i>GEI Project</i>	2202009



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

TANK FARM MARSH RESTORATION

T24N R21E SECTION 24

1	9/29/2023	BID DRAWINGS	SHR
0	4/28/2023	PRELIMINARY DRAWINGS	SHR
NO	DATE	ISSUE/REVISION	APR

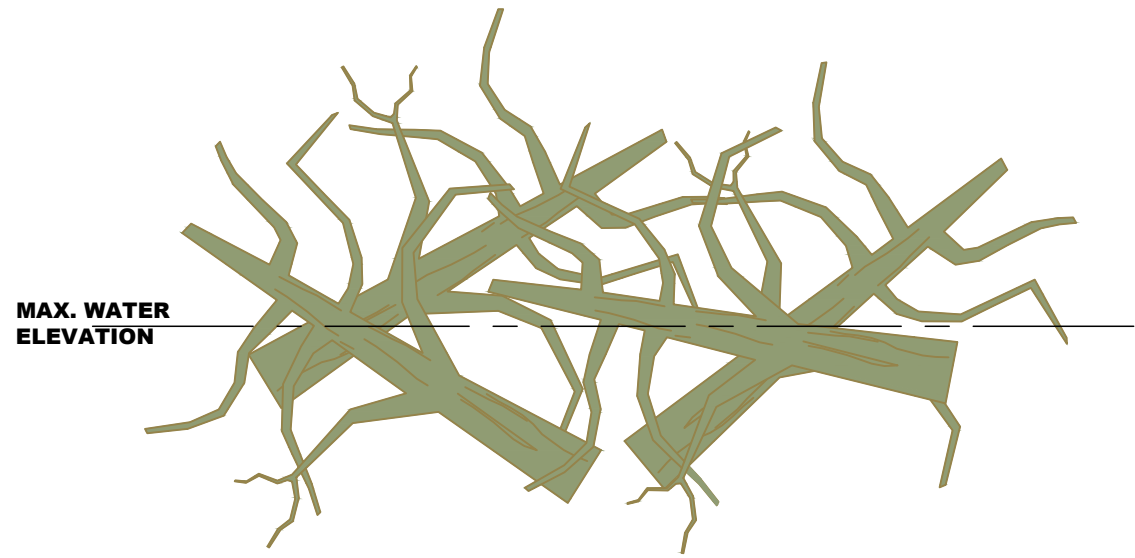
SHEET NAME

**DETAILS- PUBLIC
ACCESS**

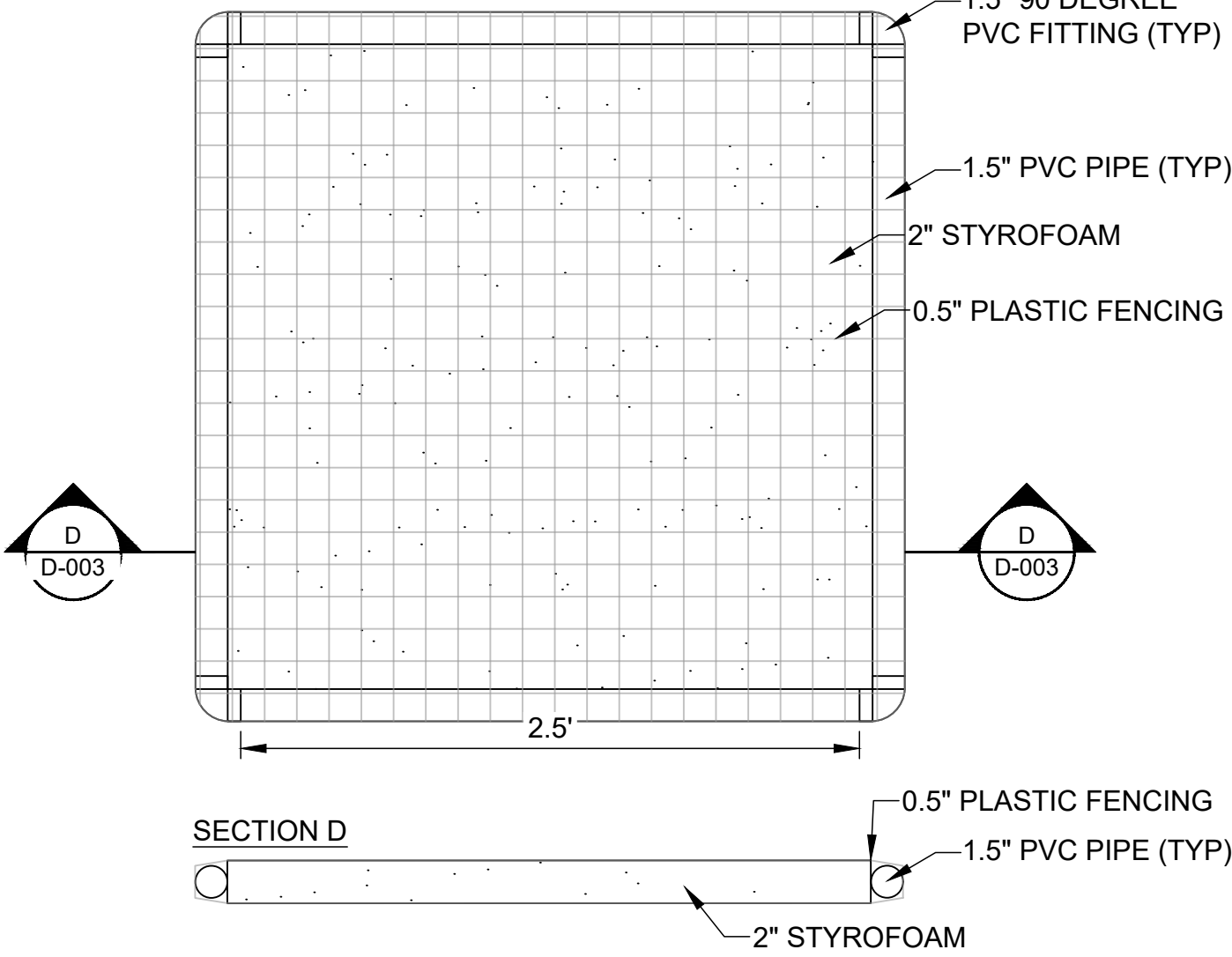
For Bid

SHEET NO.

D-002

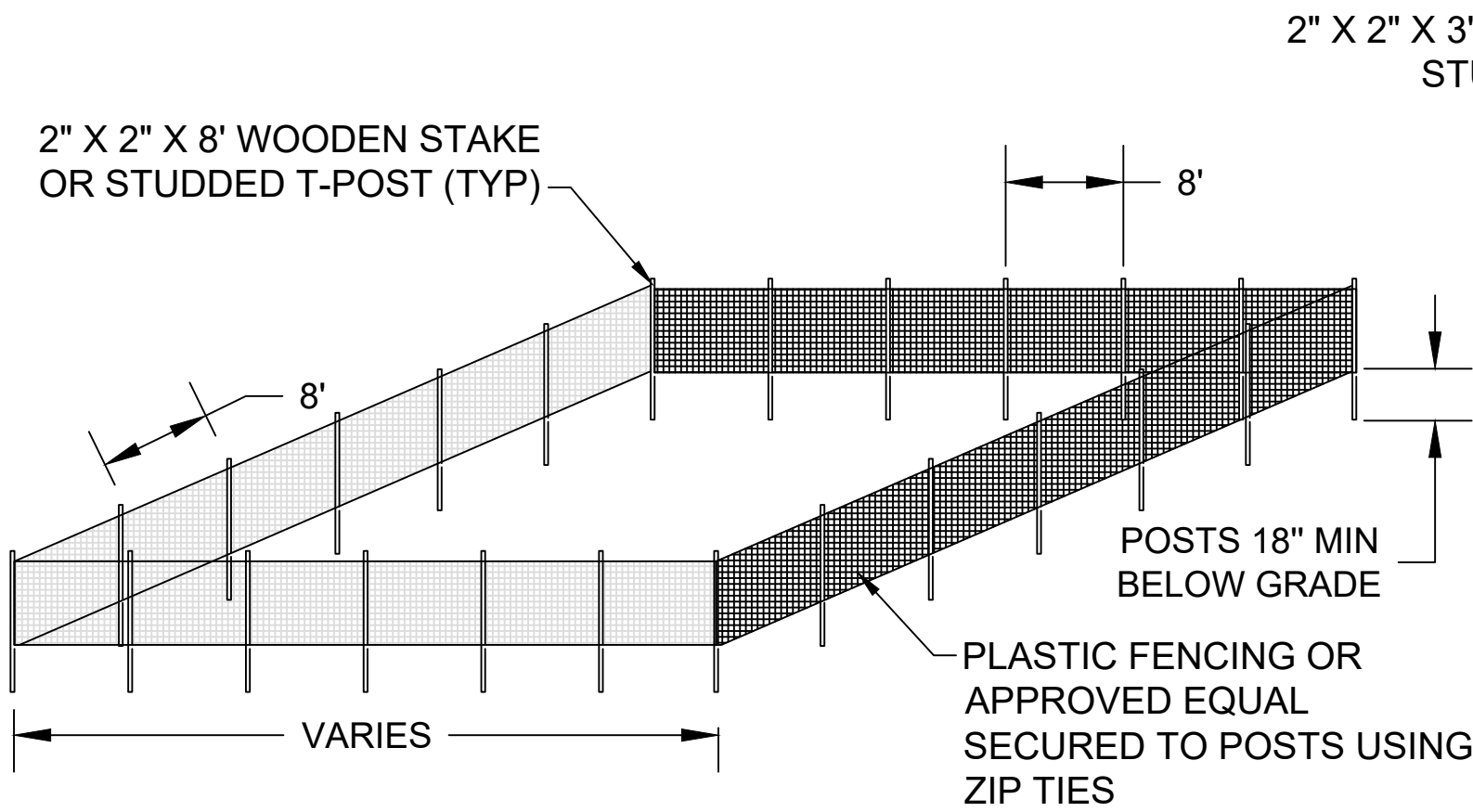


DETAIL
TREE CROWN CLUSTER
NO SCALE

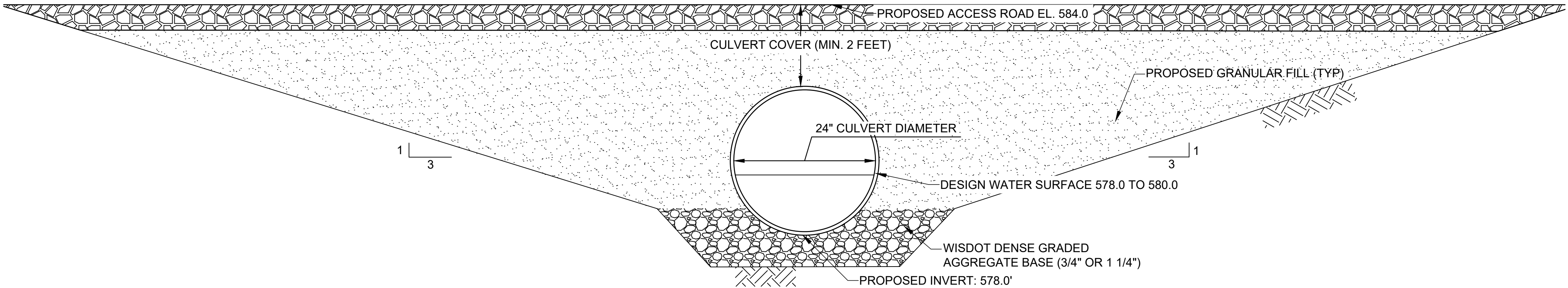
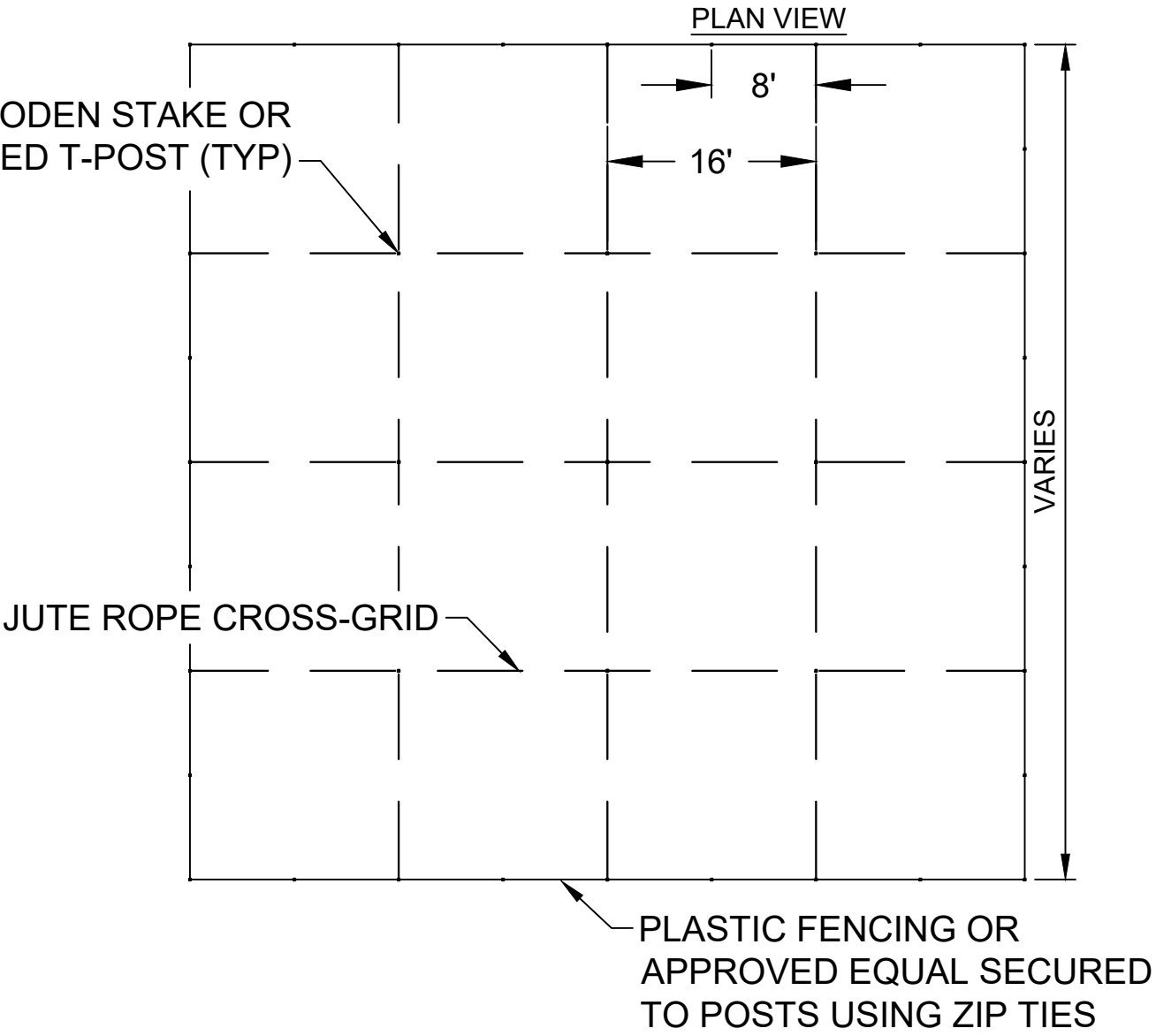


- INSTALLATION NOTES:
1. FILL PVC FRAME WITH GREAT STUFF FOAM.
 2. ENSURE PLASTIC FENCING IS SECURED TIGHT AROUND PVC FRAME WITH ZIP TIES.
 3. SECURE PLATFORM WITH 10' CHAIN, CEMENT ANCHOR BLOCKS, AND QUICK LINKS.

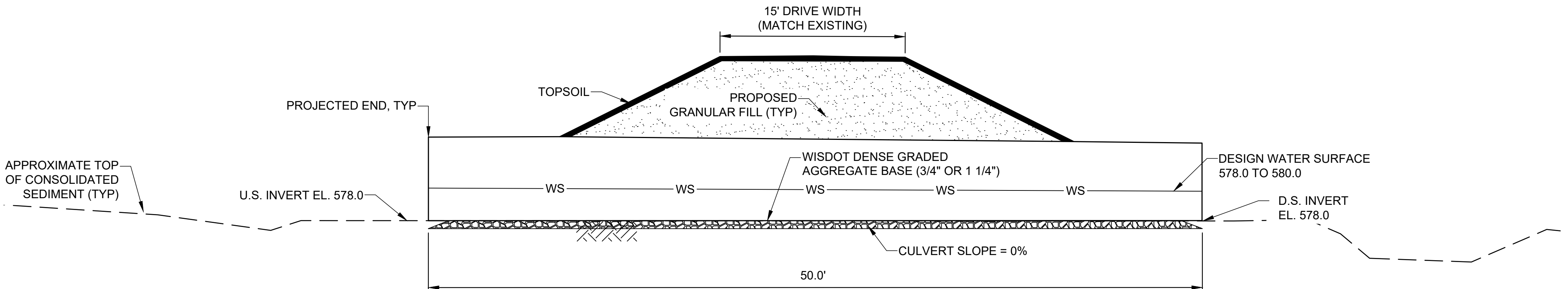
DETAIL
FLOATING WRACK PLATFORM
NO SCALE



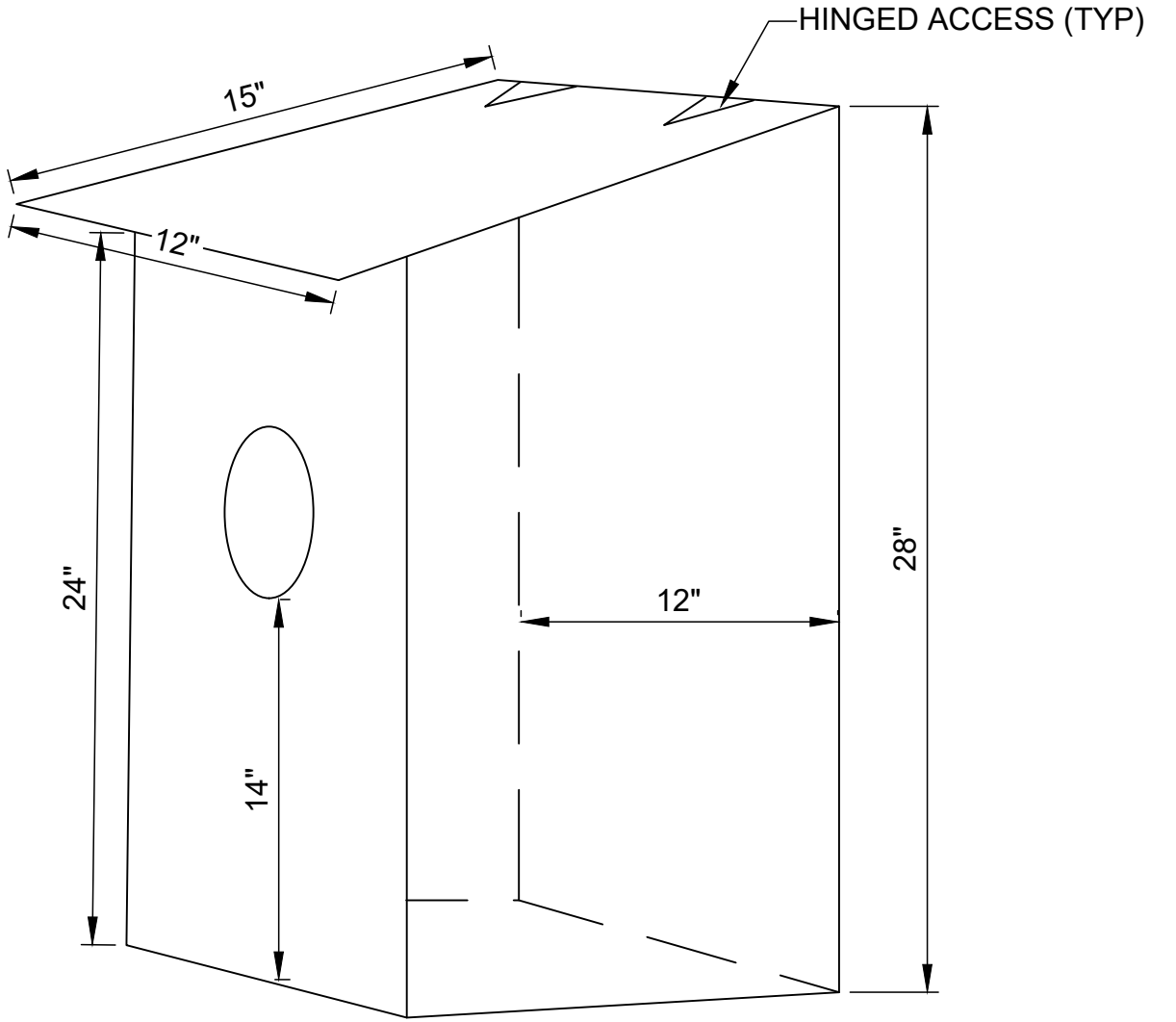
DETAIL
ANIMAL EXCLUSION FENCING
NO SCALE



SECTION
CULVERT
NO SCALE



PROFILE
ROAD AND CULVERT
NO SCALE



NOTE: SIX WOOD DUCK BOXES, FOUR MODIFIED WOOD DUCK BOXES, THREE SECONDARY CAVITY NESTING BIRD HOUSES, AND SIX BAT HOUSES ARE DISPLAYED ON THE DRAWINGS. LOCATION AND DESIGN TO BE REVIEWED AND APPROVED BY THE ENGINEER PRIOR TO CONSTRUCTION.

DETAIL
NESTING BOX
NO SCALE

ENGELHARDT, OLIVIA B Working GREEN BAY WI CITY OF 2202009 Tank Farm Marsh100 CAD Design Sheets DETAILS.dwg - 10/20/2023

Attention:
0 1"
If this scale bar does not measure 1" then drawing is not original scale.

DRAFT

Designed: MW

Drawn: OJE

Checked: SHP

Approved:

P.E. No:

GEI Project 2202009

GEI

Consultants

GEI CONSULTANTS, INC.

3159 VOYAGER DRIVE

GREEN BAY, WI 54311

(920)455-9200

CITY OF GREEN BAY

100 N. JEFFERSON ST

GREEN BAY, WI 54301

TANK FARM MARSH RESTORATION

T24N R21E SECTION 24

1	10/15/2023	BID DRAWINGS	SH
0	4/28/2023	PRELIMINARY DRAWINGS	SH
NO	DATE	ISSUE/REVISION	APP

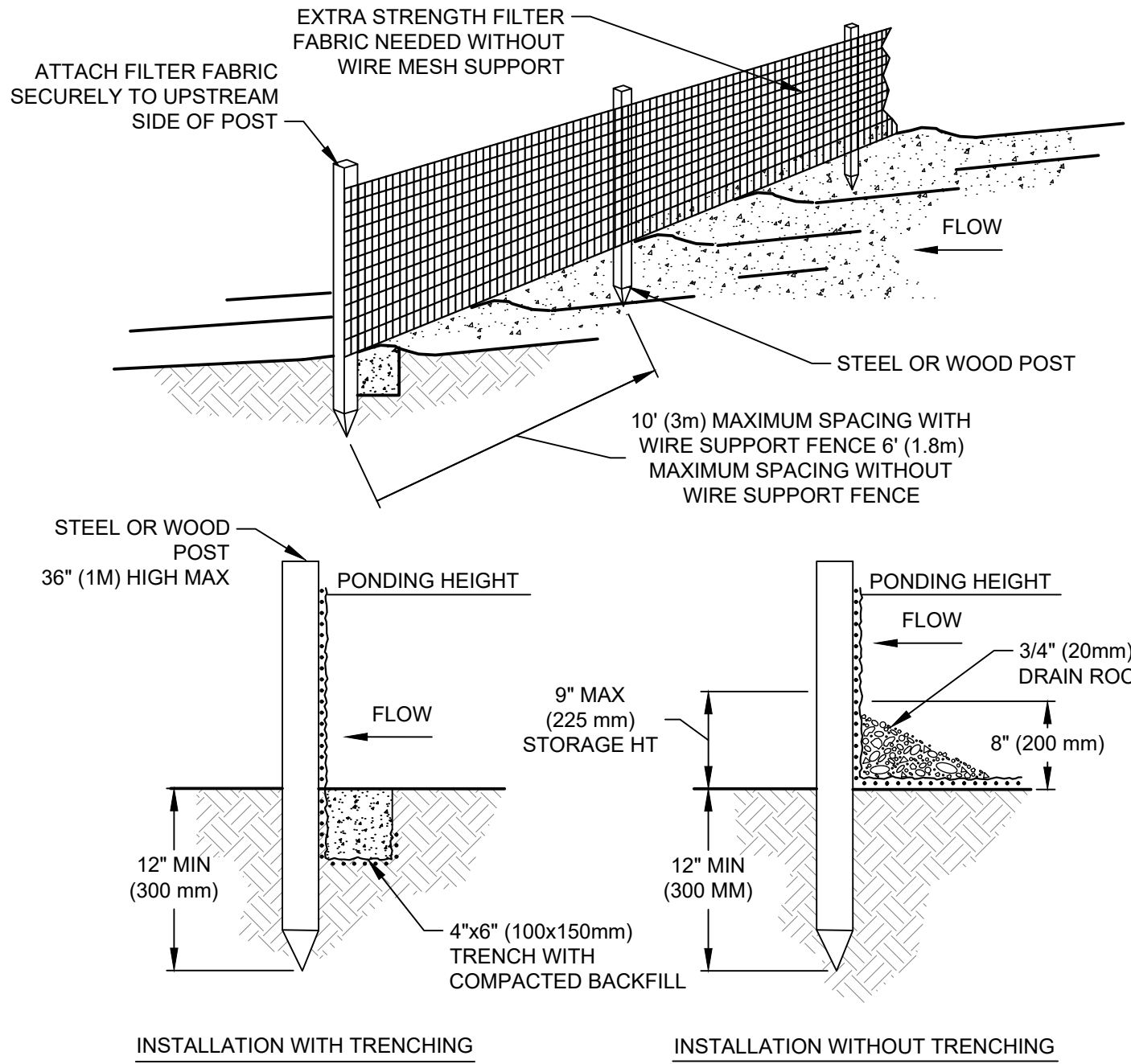
SHEET NAME

DETAILS- HABITAT IMPROVEMENT AND CULVERT

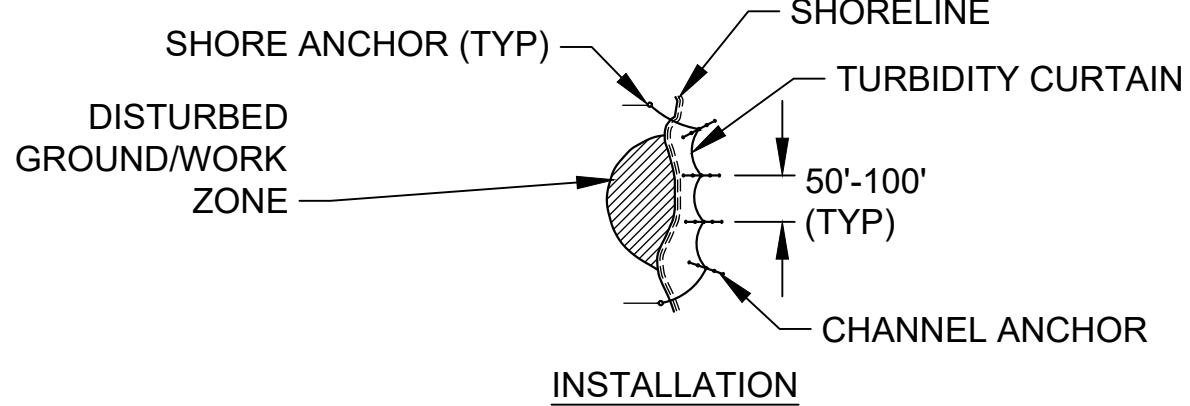
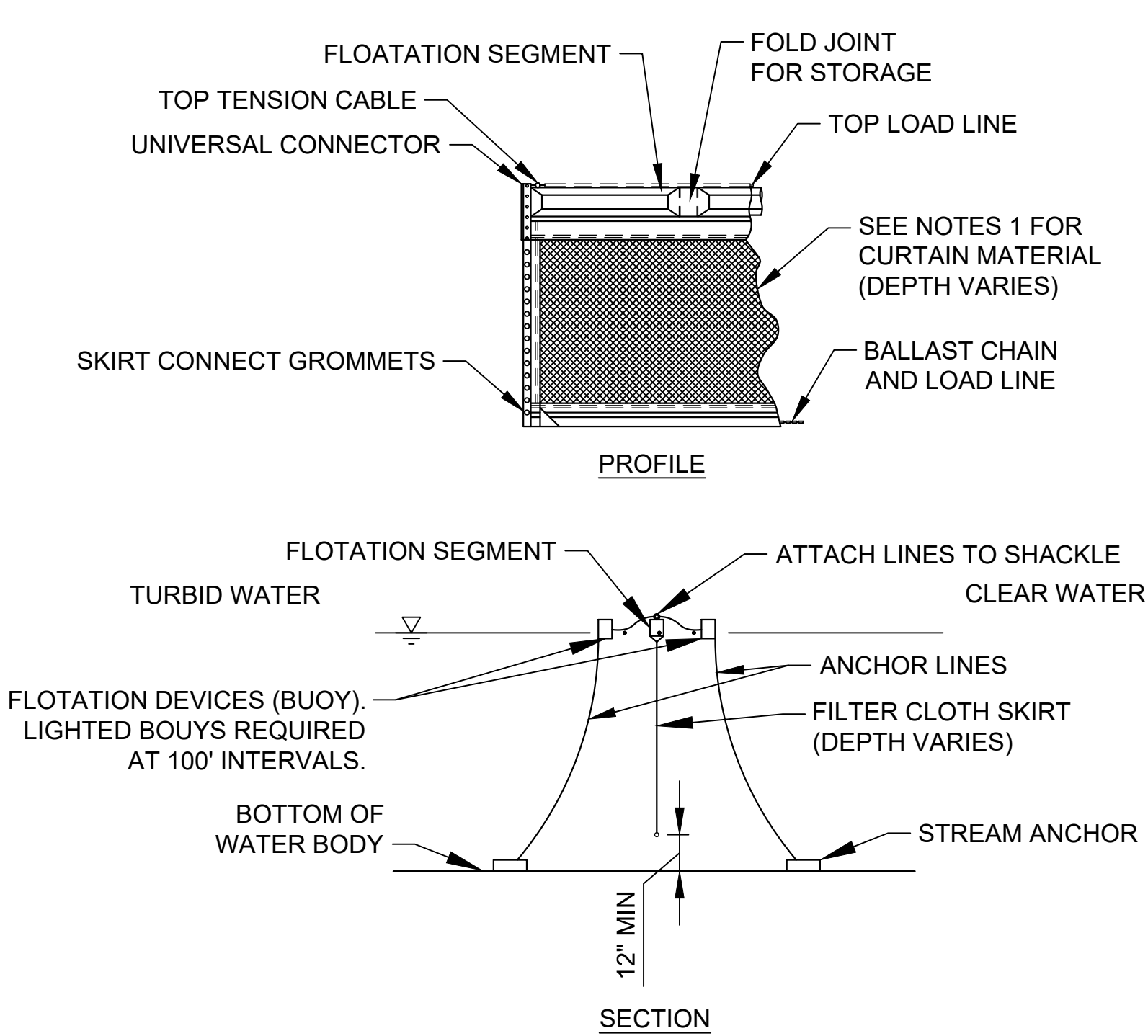
SHEET NO.

D-003

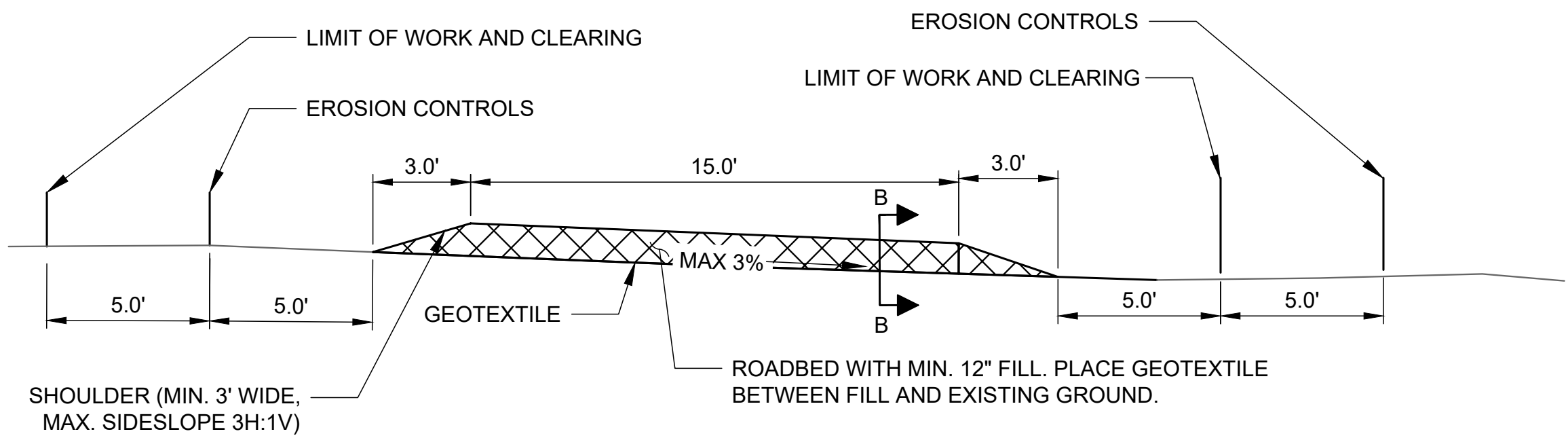
For Bid



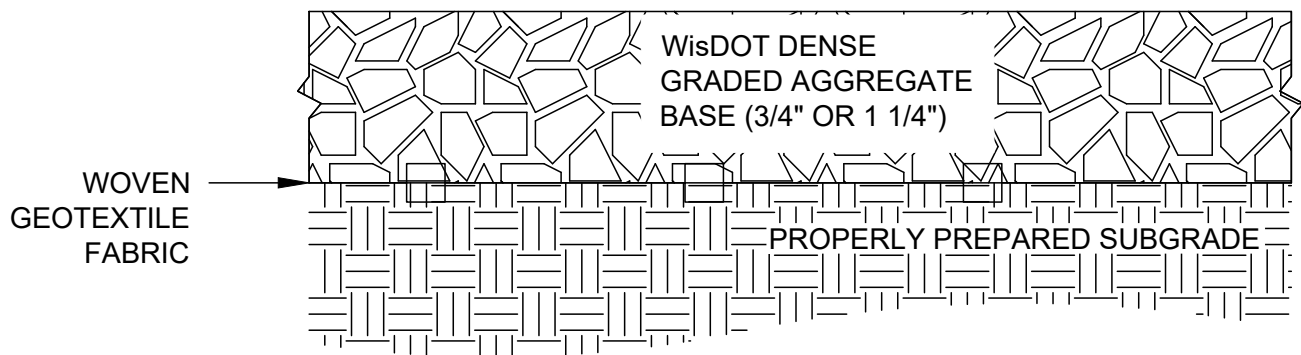
DETAIL
SILT FENCE
NO SCALE



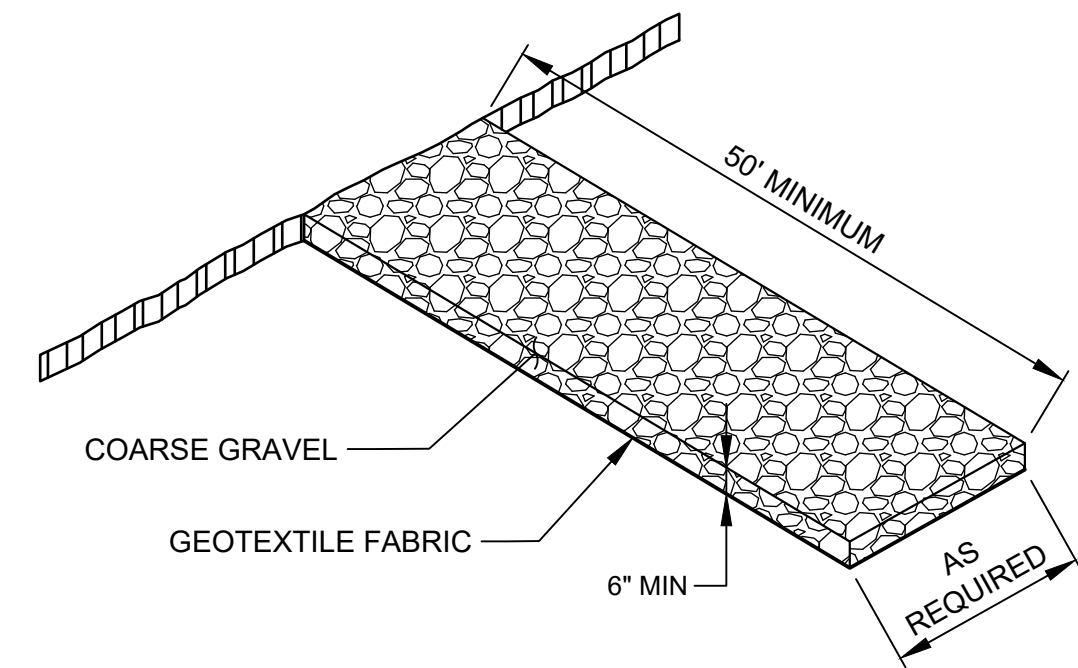
DETAIL
TURBIDITY CURTAIN
NO SCALE



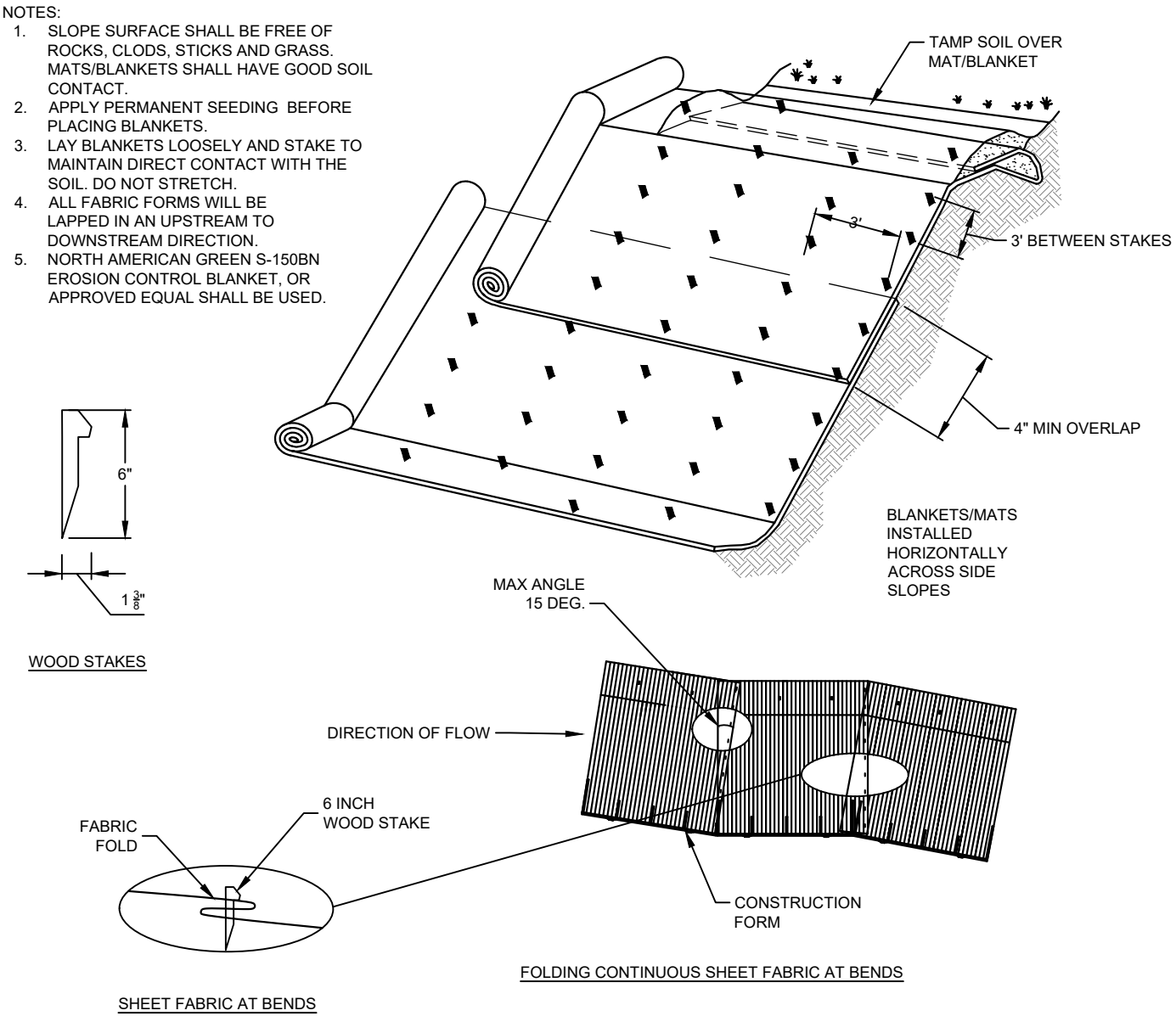
DETAIL
HAUL ROAD
SCALE: 1"= 4'



SECTION B
TYPICAL ACCESS/ HAUL ROAD
NO SCALE



DETAIL
STABILIZED CONSTRUCTION ENTRANCE
NO SCALE



DETAIL
EROSION CONTROL BLANKET INSTALLATION
NO SCALE

Attention:
0 1"
If this scale bar does not measure 1" then drawing is not original scale.

DRAFT

Designed: MW
Drawn: OJE
Checked: SHP
Approved:
P.E. No:
GEI Project 2202009



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

TANK FARM MARSH
RESTORATION

T24N R21E SECTION 24

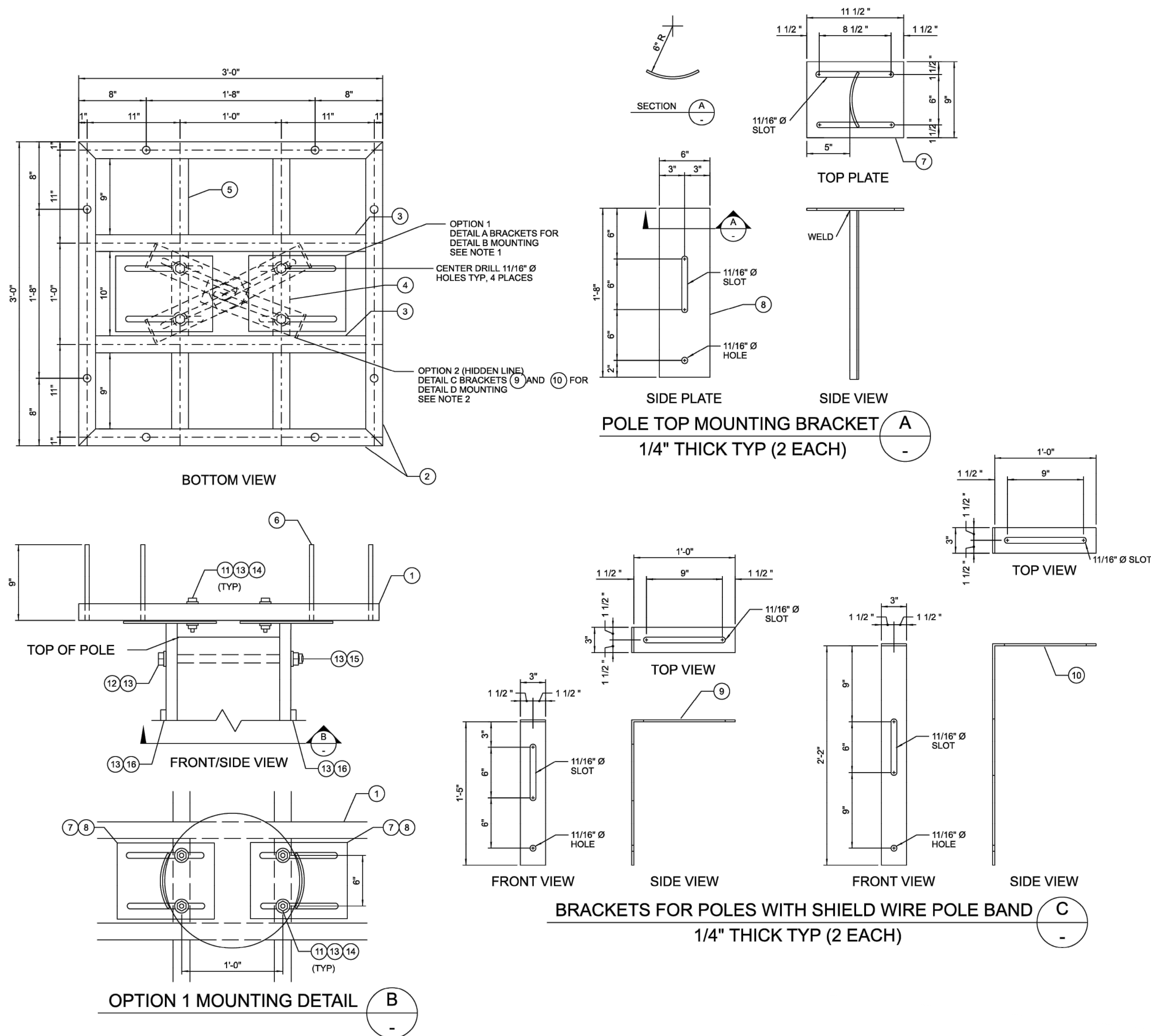
1	9/29/2023	BID DRAWINGS	SH
0	4/28/2023	PRELIMINARY DRAWINGS	SH
NO	DATE	ISSUE/REVISION	APP

SHEET NAME
DETAILS- SOIL EROSION
AND SEDIMENT
CONTROL

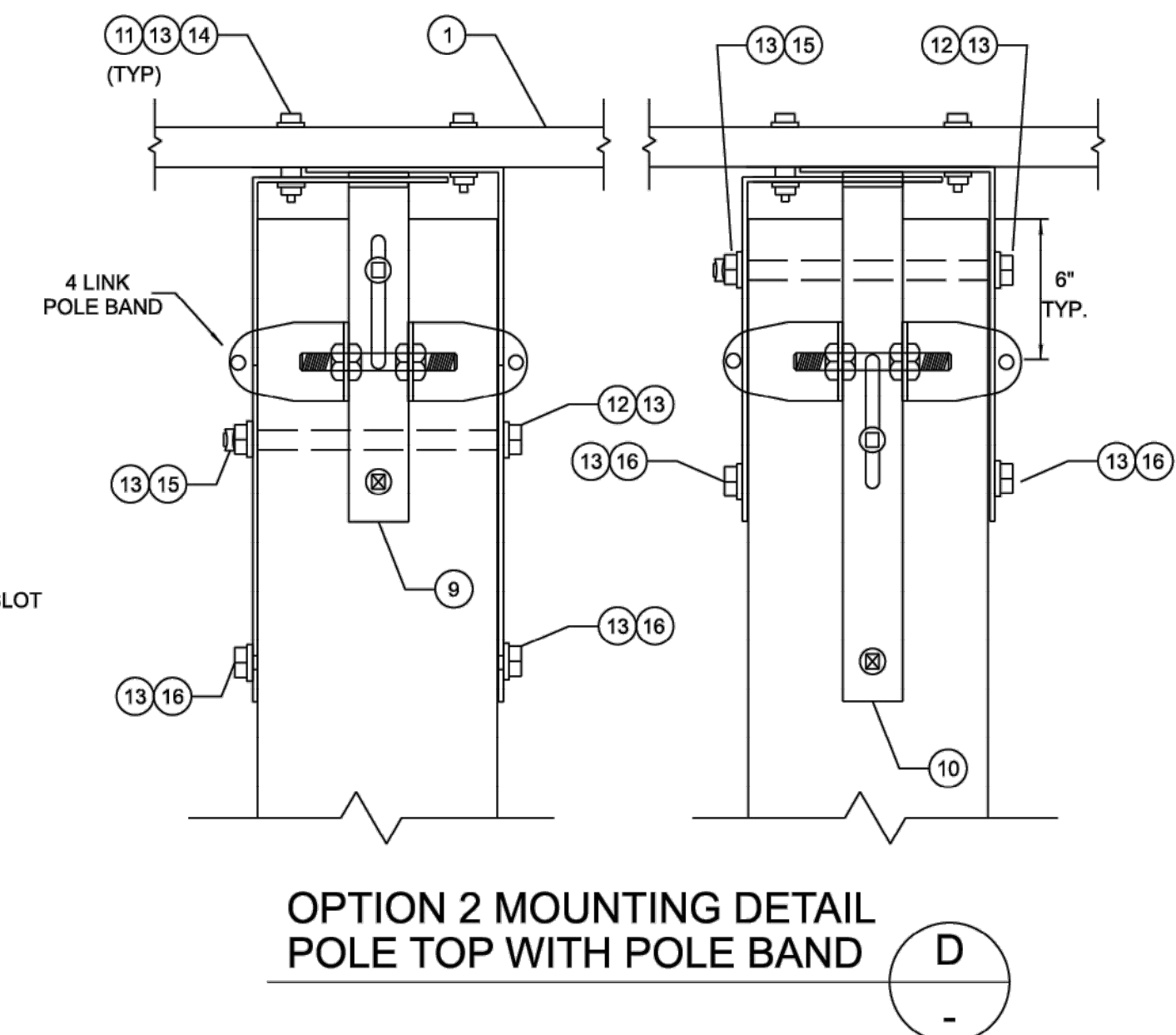
SHEET NO.

D-004

For Bid

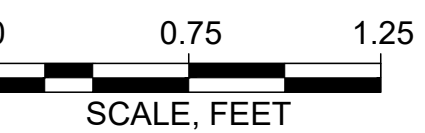


ITEM	STOCK#	DESCRIPTION	UNIT	OPT1	OPT2
1	5046351	PLATFORM-NESTING 3 X 3 FT AL WD POLE MTG			
2	ITEM 1	TUBE-AL 2IN SQ X 1/4IN X 36IN, 45 DEG BEVEL ENDS	EA	4	4
3	ITEM 1	TUBE-AL 2IN SQ X 1/4IN X 32IN	EA	2	2
4	ITEM 1	TUBE-AL 2IN SQ X 1/4IN X 10IN	EA	2	2
5	ITEM 1	TUBE-AL 2IN SQ X 1/4IN X 9IN	EA	4	4
6	ITEM 1	ROD-AL 1/2IN DIA X 9IN	EA	8	8
7	ITEM 1	PLATE-1/4IN AL, 11-1/2IN X 9IN	EA	2	-
8	ITEM 1	BRACKET-6IN R CURVED, 20IN X 6IN WH/1/4IN AL PLATE	EA	2	-
9	ITEM 1	BRACKET-L, 17IN X 12IN X 3IN, 1/4IN AL STRAP	EA	-	2
10	ITEM 1	BRACKET-L, 26IN X 12IN X 3IN, 1/4IN AL STRAP	EA	-	2
11	5132708	BOLT-TOWER 5/8IN X 3IN HK T-O GALV	EA	4	4
12	SELECT	BOLT-5/8IN X _____ IN SQ HEAD, GALV	EA	1	2
13	5139087	WASHER-RND 1-3/4OD 11/16"H GALV	EA	12	18
14	5287528	WASHER-LOCK 5/8IN GALV CL-D	EA	8	8
15	5136302	NUT-LOCK SQ M-F 5/8IN GALV	EA	1	2
16	5136855	SCREW-LAG 5/8X5IN GALV FETR DRV	EA	2	4

SEE NOTE 1 _____
SEE NOTE 2 _____

NOTES:

1. OPTION 1 MOUNTS PLATFORM TO POLE WITH POLE BANDS.
2. OPTION 2 MOUNTS PLATFORM WITH BRACKETS ITEM 9 & 10 WHEN SHIELD WIRE POLE BAND IS PRESENT. BRACKETS ARE SLID INSIDE POLE BAND SECTIONS.
3. ALL WELDS SHALL BE SQUARE BUTT WELDS AND EXTEND COMPLETELY AROUND JOINT.
4. DESIGNED BY AMERICAN TRANSMISSION COMPANY ON DECEMBER 06, 2022.



For Bid

Attention: 01" If this scale bar does not measure 1" then drawing is not original scale.	DRAFT	Designed: ATC	GEI Consultants GEI CONSULTANTS, INC. 3159 VOYAGER DRIVE GREEN BAY, WI 54311 (920)455-8200	CITY OF GREEN BAY 100 N. JEFFERSON ST GREEN BAY, WI 54301	TANK FARM MARSH RESTORATION T24N R21E SECTION 24					SHEET NAME DETAILS- ELEVATED NESTING PLATFORM ON WOOD POLE	SHEET NO. D-005
		Drawn: OJE									
		Checked: SHP									
		Approved:									
		P.E. No:									
		GEI Project 2202009									
						1	10/15/2023	BID DRAWINGS	SHP		
						0	4/28/2023	PRELIMINARY DRAWINGS	SHP		
						NO	DATE	ISSUE/REVISION	APP		

ENGELHARDT, OLIVIA B\Working\GREEN BAY WI CITY OF\2202009 Tank Farm Marsh\00_CAD\Design\Sheets\DETAILS.dwg - 10/9/2023

1. Site Work

1.1 General

- A. Except where otherwise noted on these plans specifications contained therein, all materials and workmanship shall be in accordance with the 2023 WisDOT Standard Specifications, the Wisconsin Manual of Uniform Traffic Control Devices, and the City of Green Bay Standard Specifications and Construction Standards.
- B. Any existing utilities, pavement, curbs, sidewalks, structures, trees, etc., not planned for demolition or removal that are damaged or removed shall be repaired or replaced at the contactor's expense.
- C. The locations and depths shown on the plan sheets are approximate. The contractor shall verify all depths and locations of existing utilities, including watermain, water laterals, sanitary sewers, sanitary laterals, storm sewers, culverts, underground phone lines, fiber optic lines, underground electric and natural gas lines, prior to any construction. Any discrepancies with the construction plans found in the field shall be brought immediately to the attention of GEI's Engineer who shall be responsible for revising the plans as appropriate. All revisions shall be brought to the attention of the city engineer. Plan revisions may need zoning administrator and city engineering approval.
- D. Prior to any construction, a preconstruction conference between the city of green bay, the developer, the contractor, utility companies, any affected parties, and any other entity of the city or developer may require shall convene.
- E. The contractor or his/her designated agent shall keep accurate records of all construction that deviates from the plans. The contractor or his/her designated agent shall furnish the city of green bay accurate "as-built" drawings following completion of all construction. These "as-builts" drawings shall meet with the satisfaction of the City Engineering Department prior to final acceptance. Final "as-builts" drawings shall be delivered to the City Engineering Department in paper form and on a CD/DVD in CAD .DWG format.
- F. The Green Bay City Commission shall not be petitioned for acceptance until all necessary easement and/or right of way deed documents have been signed and recorded, and all materials, piping, structures have been inspected and tested to the City Engineers' approval.
- G. All utility construction work to be accepted by the City of Green Bay into their utility system and all work done in public rights of way or easements must be done in accordance with Wisconsin Department of Transportation and City of Green Bay Standards and Specifications.
- H. When construction is being carried out with easements, the contractor shall confine his work to within the permanent and any temporary easements. Prior to final acceptance, the contractor shall be responsible for removing all trash and debris within the permanent and temporary easements. Clean-up shall be to the satisfaction of the city engineer.
- I. Prior to any construction, the contractor or his/her designated agent shall apply for and secure all proper permits from the appropriate authorities, such as, but not limited to, the City of Green Bay, Wisconsin Department of Natural Resources, County of Brown, etc.

1.2 Project Safety

- J. Project safety shall be in accordance with the laws of the State of Wisconsin and the Wisconsin Occupational Safety and Health Administration's current regulations.

1.3 Traffic Control

- A. Any methods, street markings and signage necessary for warning motorists, warning pedestrians or diverting traffic during construction shall conform to the Wisconsin Manual of Uniform Traffic Control Devices for Streets and Highways, latest edition.
- B. All pavement markings, markers, paint, traffic buttons, traffic controls and signs shall be installed in accordance with WisDOT Standard Specifications for Construction of Highways, Streets and Bridges and the Wisconsin Manual of Uniform Traffic Control Devices for Streets and Highways, latest editions.
- C. All public streets that are to be closed or interrupted due to the construction activities will require coordination with the city of green bay engineering department for a public service announcement. A minimum of 72 hours notice will be given to the city engineering department for said closures or interruptions.
- D. Parking restrictions must be posted 24 hours before work starts and will be at the expense of the contractor/developer. Contact the police department and public works department when restrictions are placed.
- E. The hours of construction operations will follow the noise restrictions as per the City of Green Bay Nuisance Ordinance and as specified in the City of Green Bay Standard Construction Specifications.
- F. All material and equipment shall be stockpiled/staged such that they do not interfere with the safe and free movement of traffic. If equipment uses or obstructs any portion of public roadways during the performance of the work, proper traffic control (including flag persons) shall be required.

1.4 General Construction

- A. At no time shall excavated material(s) or imported material(s) be stockpiled on paved roadway surfaces. If the paved roadway surface is damaged by the contractor as a result of stockpiling excavated material(s) or imported material(s) on paved roadway surfaces, the contractor shall be required to repair the paved roadway surface at no additional cost to the owner.
- B. At no time shall track equipment be permitted to travel on or across paved roadway surfaces without providing adequate protection between the tracks and paved roadway surface. If the paved roadway surface is damaged by failure to provide adequate protection between the tracks and paved roadway surface, the contractor shall be required to repair the paved roadway surface at no additional cost to the owner.
- C. Safety requirements shall be conformed to and all operations shall be conducted so as not to damage, destroy, or endanger the integrity of the roadway pavement structure. All work within the public right-of-way shall be conducted in accordance with Wisconsin OSHA safety rules and regulations.
- D. The contractor shall provide temporary access to private drives and public alleys during evenings, weekends, holidays, and during any other time when no construction activity is occurring in the immediate area.

1.5 Green Bay Utility and Right-of-Way

- A. All utility construction work to be accepted by the city of green bay into their utility system and all work done in public rights of way or easements must be done in accordance with WisDOT and City of Green Bay Standards and Specifications.

1.6 Earthwork

- A. Clearing and grubbing shall be in general accordance with WisDOT Standard Specifications, section 201.
- B. The contractor shall not be permitted to perform site clearing and grubbing outside of the limits indicated on the drawings.
- C. Excavation shall be in general accordance with the City of Green Bay Standard Specifications and Construction Standards, section 303.
- D. Fill shall be in general accordance with the city of green bay standard specifications and construction standards, section 305, unless specifically specified otherwise herein.
- E. Contractor shall provide adequate support and bracing during excavation, dewatering, and backfilling operations to protect the structural integrity of all curbing, shoulders, sewers, paved areas, and utilities located within the public road right-of-way. Sheet piling and bracing shall be required when any excavation is located within the 1-on-1 slope from the shoulder point or back of curb to the bottom of any excavation.
- F. Topsoil, fill, and any deleterious materials within parking lot and drive areas should be completely removed. These materials should be removed in a zone extending 1h:1v beyond all edges of the traffic areas. Subgrade soils should be proof-rolled using a fully loaded tandem axle dump truck. A GEI representative should be on site to observe the proof-rolling operation.
- G. Materials:
 - a. Topsoil: topsoil consists of loam, sandy loam, silt loam, or silty clay loam, graded free of roots, rocks larger than one inch (25 mm), subsoil, debris and large weeds. The pH should be in the range of 6.0 to 7.0.
 - b. Riprap: light riprap in accordance with WisDOT section 606 riprap. Material shall be durable field or quarry stone that is sound, hard, dense, resistant to the action of air and water, and free of seams, cracks, or other structural defects. Use stone pieces with a length and width no more than twice the thickness.
 - c. General fill: excavated material, graded free of lumps larger than 3 inches, rocks larger than 3 inches, organics and other debris.
 - d. Structural granular fill: granular fill material placed as structural fill in the roadway areas. Material shall be well-graded sand, well-graded sand and gravel, well graded crushed stone or gravel, or other approved granular material, of 2" maximum size and no more than 5% by weight passing a no. 200 sieve. Material to be free from organic and deleterious materials. Classified as GW, GP, SW, or SP in unified soil classification system. Plasticity index: ASTM d4318, 6 or less. Plasticity index shall be performed on fraction of material that passes the no. 40 sieve. Uniformity coefficient: 5 or greater.
 - e. Dense graded aggregate base: crushed stone or gravel free of organic material in accordance with 3/4" dense graded base defined in WisDOT section 305.2.2.1.
 - f. Granular fill: granular fill material shall be grade 1 in accordance with WisDOT Section 209.2.2. Material shall be well-graded sand, well-graded sand and gravel, well-graded crushed stone or gravel, or other approved granular material, of 6" maximum size and no more than 8% by weight passing a no. 200 sieve. Material to be free from organic and deleterious materials. Classified as GW, GP, SW, or SP in unified soil classification system. Plasticity index: ASTM D4318, 6 or less. Plasticity index shall be performed on fraction of material that passes the no. 40 sieve.

H. Placement

- a. Structural granular fill shall be spread and leveled in layers not exceeding six (6) inches in thickness before compaction. Each layer shall be compacted to at least 95% of modified proctor (ASTM d 1557). The required compaction shall be attained for each layer before any material for a succeeding layer is placed thereon.
- b. Riprap shall be placed in accordance with WisDOT Standard Specifications, section 606.3.
- c. Topsoil placement shall be in accordance with WisDOT Standard Specifications, section 625.3.
- d. General fill shall be placed in lifts not exceeding 12 inches in depth and compacted to a minimum of 90% of modified proctor (85% in greenspace areas).

1.7 Roadway Construction

- A. Roadway excavation shall be in accordance with WisDOT Standard Specifications, section 205.
- B. Structural fills for roadways shall consist of structural granular fill placed in 6-inch lifts and compacted to 95% of modified proctor.
- C. Install woven geotextile (type SAS) between surface course and subgrade in accordance with WisDOT Standard Specifications, section 645
- D. Surface course material shall be WisDOT 3/4-inch or 1 1/4-inch dense graded aggregate base.

1.8 Culvert

- A. Perform work in general accordance with the provisions of WisDOT Standard Specifications, section 520.
- B. Corrugated plastic pipe culverts shall be in general accordance with WisDOT Standard Specifications, section 530.
- C. Culvert shall be sized and placed as indicated on the drawings.

1.9 Erosion Control

- A. Perform work in general accordance with the provisions of WisDOT Standard Specifications, section 628 and City of Green Bay Standard Specifications and Construction Standards, section 313.
- B. Erosion control shall be placed as indicated on the drawings.

1.10 Geosynthetics

- A. Geosynthetics shall be supplied and installed in general accordance with WisDOT2023 Standard Specifications, section 645.

1.11 Signing

- A. Signage shall be in general accordance with WisDOT 2023 Standard Specifications, section 637.
- B. Signage shall be provided and placed as indicated on the drawings.

1.12 Gates

- A. Gates shall be provided and placed as indicated on the drawings.

1.13 Landscaping

- A. Landscaping shall be constructed in general accordance with the City of Green Bay Standard Specifications and Construction Standards, sections 801-808.
- B. All areas disturbed or exposed during construction shall be revegetated in accordance with the plans and specifications. However, the type of revegetation must equal or exceed the type of vegetation present before construction unless otherwise specified.

For Bid

Attention: 01"0 If this scale bar does not measure 1" then drawing is not original scale.	DRAFT	Designed: MW	GEI Consultants GEI CONSULTANTS, INC. 3159 VOYAGER DRIVE GREEN BAY, WI 54311 (920)455-9200	CITY OF GREEN BAY 100 N. JEFFERSON ST GREEN BAY, WI 54301	TANK FARM MARSH RESTORATION T24N R21E SECTION 24					SHEET NAME SPECIFICATIONS (1 OF 2)	SHEET NO. T-001
		Drawn: OJE									
		Checked: SHP									
		Approved:									
		P.E. No:									
		GEI Project 2202009									
						1	10/15/2023	BID DRAWINGS	SHP		
						0	4/28/2023	PRELIMINARY DRAWINGS	SHP		
						NO	DATE	ISSUE/REVISION	APP		

ENGELHARDT, OLIVIA - B:\Working\GREEN BAY WI CITY OF\2202009 Tank Farm Marsh\00_CAD\Design\Sheets\DETAILS.dwg - 1/10/2023

2. Materials

2.1 General

- A. All materials and fabrication shop drawings shall be submitted to the Engineer for acceptance prior to use.

2.2 Topsoil

- B. Natural loam, sandy loam, silt loam, silty clay loam, or clay loam humus-bearing soils with pH value of 5.5 to 8.0.
- C. Fertile, agricultural soil; typical for locality; capable of sustaining vigorous plant growth; taken from drained site; free of subsoil, clay or impurities, plants, weeds, and roots.
- D. Salvaged topsoil maybe used for topsoil providing soil meets above provisions.
- E. Submittal requirement: Contractor shall submit a proposed source along with a product data sheet.

2.3 Seed

- A. Plant species and approximate quantities shall be as listed on the project drawings.
- B. All seed material shall be true to species and shall originate from the same EPA Level III as the site Ecoregion or an adjacent EPA Level III Ecoregion.
- C. All seed shall be PLS (pure live seed) tested to ensure seed is of high quality. Seed quantities shall be adjusted to ensure a minimum of 85% PLS, according to the test results. Contractor shall provide PLS test results and a copy of the seed bag label at the request of the Engineer.
- D. Include cover crop in woodland and wetland seed mixes. Cover crop shall consist of 10 lb/ac annual ryegrass and 25 lb/ac seed oats.
- E. Wild Rice:
- a. Wild rice see shall be purchased from a Wisconsin-based commercial wild seed nursery or other approved supplier. Suggested supplier: [Kester's Wild Game Food Nurseries INC](#)
- b. Seed shall be planted within 8 months of harvest.
- F. Submittal requirement: Contractor shall submit a copy of the final species list and seeding rates to the Engineer prior to installation. All species substitutions must be approved by the Engineer.

2.4 Plants

- A. Materials must meet standards established in American Standards for Nursery Stock, ANSI Z60.1.
- B. Plant materials shall be true to species and shall originate from the same EPA Level III as the site Ecoregion or an adjacent EPA Level III Ecoregion.
- C. Each plant or plant bundle/flat must be clearly labeled with the plant name and size.
- D. Plants shall have a healthy, well branched root system characteristic of the species and with adequate spread. They shall be free from damage, mold, or any other defects.
- E. Herbaceous plants shall consist of 38 or 50-cell sized plugs or bareroot/tuber stock.
- F. Trees and shrubs shall be #2 container grown stock.
- G. Submittal requirement: Contractor shall submit a copy of the final species list to the Engineer prior to installation. all species substitutions must be approved by the Engineer.

2.5 Straw Mulch

- A. Straw mulch must consist of any salt-hay, or threshold straw of wheat, rye, oats, or barley and have a minimum fiber length of 6 inches.
- B. Must be clean, seed-free, undamaged, and rot free. Mulch must be free of weed seeds or other deleterious material.
- C. Submittal requirement: Contractor shall submit proposed mulch source and material data sheet.

2.6 Erosion Control Blankets

- A. Shall be North American Green S-150BN, or an approved equal, consisting of 100% straw fiber held together with 100% biodegradable netting.
- B. Submittal requirement: Provide manufacturer's cut sheet on proposed materials.

2.7 Animal Exclusion Fence

- A. Fencing shall be minimum 5-foot height and consist of plastic construction fencing, wire poultry netting, or other similar product that will withstand inundated conditions.
- B. Posts shall be 8-foot metal T-posts.
- C. Proposed fencing material shall be approved by Engineer prior to installation.

2.8 Wood Duck Nest Boxes

- A. Duck nest boxes shall be constructed of untreated cedar, pine, or cypress wood to the dimensions shown in the plan detail.

2.9 Secondary Cavity Nesting Bird Houses

- A. May consist of modified wood duck nest boxes plus two additional secondary cavity next box designs.

2.10 Bat Nest Boxes

- A. Boxes shall be stained dark brown or black and sealed along the edges to maintain sufficient heat.

2.11 Osprey Elevated Nesting Platform

- A. A metal osprey nesting platform has been donated for use.

2.12 Tree Crown Clusters

- A. Each tree bole shall be 16 to 24 inches in diameter and contain multiple intact branches. Each cluster of tree crowns shall consist of 3 to 5 interwoven tree crowns. A minimum of 13 trees will be used.
- B. Off-site materials will be used. Structures will consist of ash trees or other dense, rot-resistant hardwood species and will be delivered to the site by the City of Green Bay's urban forestry department.

3. Execution

3.1 Tree Girdling

- A. Two sites within the hardwood swamp restoration area, each site approximately 100 feet by 100 feet.
- B. Girdle 20 cottonwood trees within each site. Use chainsaw to cut 1-2 inch rings around each tree.
- C. Avoid stands of trees with DBH greater than 3 inches.

3.2 Topsoil

- A. Place and spread topsoil uniformly to a minimum depth of 6 inches. Blend soils so that the top 12 inches of soil in all seeding and planting areas are evenly mixed and contain a minimum of 5% organic matter by weight.
- B. Using appropriate equipment, break down any clods or lumps to achieve a fine, consistent texture throughout. Prepare a firm seedbed free of rocks, twigs or other foreign material larger than 2 inches.
- C. Following final grading and prior to installation of seed or plant materials, topsoil in seeding areas shall be loosened or decompacted to an average 250 PSI.

3.3 Seeding

- A. Seed for this project shall be installed between April 1 and June 15 or between September 1 and November 15 unless otherwise approved by the Engineer. Seeding shall occur immediately following earthwork completion.
- B. Seed shall be installed utilizing one of the following methods:
- a. Install using a no-till native seed drill, drop seeder, or approved equal. Seed shall be placed no more than 1/8 inch into the soil.
- b. In areas too wet to seed with machinery, seed shall be hand-broadcast by incorporating seed into wet soil clumps and distributing throughout target area. The Engineer must approve use of this technique prior to implementation and must be present at the start of implementation to ensure proper execution.
- c. In areas too small for seeding equipment, seed shall be sown using a chest-mounted seed broadcaster.
- C. Upon Engineer's approval, lightly roll seedbed with a cultipacker or rake in lightly by hand.
- D. Do not sow seed immediately following rain, or when ground is too dry, or during windy periods.
- E. Apply seed at the rates indicated in plan sheets.
- F. No fertilizer shall be used.
- G. Limit vehicle traffic and other forms of compaction in seeded areas.
- H. Submergent/Emergent Marsh Seed shall be planted in areas with elevations 579-580.
- I. Wet Prairie Seed shall be planted in areas with elevations 580-582.
- J. Install Woodland Seed in the two sites selected for tree girdling.
- K. Wild Rice:
- a. Plant wild rice seed between October 1 and November 30. If planting must be delayed due to plant availability, alternate timing must be approved by the Engineer.
- b. Seed shall be kept wet until planted.
- c. Wild rice shall be sown in three designated areas as shown in the planting plan at a rate of 100 pounds per acre in water levels between 6 and 18 inches.
- d. Seed may be scattered by hand directly over the water or packed into small mud balls before dispersing.

3.4 Planting

- A. Erosion control blanket or straw will be installed prior to plant installation. Holes shall be cut in erosion control blanket to allow successful installation of plants while maintaining overall blanket integrity and function.
- B. All plants shall be installed at water levels within +/- 6 inches of the planned normal water level (NWL).
- C. Herbaceous plants:
- a. Shall be installed between May 15 and August 30. If planting must be delayed due to plant availability, alternate timing must be approved by the Engineer.
- b. Plant will be spaced approximately 3 feet on-center at suitable water depths throughout the submergent/emergent marsh and wet meadow zones.
- c. Avoid planting where stands of dead, non-native phragmites area present.
- d. All herbaceous plants installed below water shall be secured with suitable anchor to be approved by Engineer.
- D. Trees and shrubs:
- a. Shall be installed between April 1 and May 15 or between September 15 and November 1. Alternate timing must be approved by the Engineer.
- b. Shrubs shall be planted approximately on 6-10 foot centers in the shrub carr and on 8-foot centers in the two 1/4-acre tree girdle sites.
- c. Trees shall be planted at approximate 20-foot spacing in the two tree girdle sites within the hardwood swamp restoration area.
- d. The Contractor shall excavate a planting hole 1.5-2 times the size of the root ball. If the sides of the hole are glazed, they shall be sufficiently roughened prior to tree/shrub installation.
- e. The depth of the planting hole shall correspond to the distance from the bottom of the root ball to the root collar, or slightly less.

- f. All trees/ shrubs shall be set with the top of the root collar at or slightly above finished grade. Trees/ shrubs shall be centered in the hole.
- g. Install tree protectors around all trees only. Tree protectors shall consist of 4-foot height sunlight transmissive tree tubes or other approved material, secured by a wooden or bamboo stake.
- E. The Contractor will notify the Engineer when all work is completed, and the Engineer will make an inspection of the work. Replacement plant installation, planting operations, and plant maintenance shall be in accordance with the original planting contract specifications. Replacement plants must be planted at the direction of the Engineer.
- F. Any and all work not completed to this specification shall be corrected by the Contractor at no additional cost to the Owner.

3.5 Straw Mulch

- A. Mulch shall be applied within 24 hours of seed installation in the two 1/4-acre woodland seeded areas.
- B. Apply mulch at a rate of 2 tons per acre. Place mulch uniformly and loose enough to allow some sunlight to penetrate, leaving no areas of bare soil.

3.6 Erosion Control Blanket Installation

- A. Apply erosion control blankets on all wetland seeded areas following the manufacturer's recommendations.
- B. Install erosion control blankets immediately after seeding as depicted in drawings. Roll blankets horizontally across slope, beginning at slope toe and overlapping each subsequent layer 4 inches.
- C. Blankets shall be pinned with 6-inch wood or metal anchors spaced 3 feet on center, and 2 feet on center around the outside edges.

3.7 Animal Exclusion Fence Installation

- A. Animal exclusion fencing shall be placed around all wetland seeded areas and plantings, including all wild rice seedbeds. Fencing shall be installed within 24 hours of seed/plant installation.
- B. T-posts shall be installed around the perimeters at 8-foot intervals and within at 16-foot intervals so as to create lanes. Jute or other thin rope shall be strung across the width of the fenced areas to prevent overhead entry by geese. Bright colored flagging tape should be tied to the rope and/or posts.
- C. Install exclusion fencing as shown in detail.

3.8 Wood Duck Nest Box Installation

- A. Existing wood duck boxes to be maintained or replaced as described below with engineer approval.
- B. Install on existing trees along the water's edge of the hardwood swamp or on steel poles within deep/shallow marsh. Mount boxes approximately 6 to 10 feet high on land and 3 feet above high-water levels when installed in water.
- C. Entry holes should be no more than 3 inches high and 4 inches wide, clear of branches, and face the water.
- D. Predator guards shall be placed below the next boxes.

3.9 Secondary Cavity Nesting Bird House Installation

- A. Place 3-4 inches of wood shavings in each box at the time of installation.
- B. Predator guards shall be placed below the next boxes.
- C. Location and design to be reviewed and approved by the engineer prior to construction.

3.10 Bat Nest Box Installation

- A. Install two boxes back-to-back on wood or steel poles along the water's edge on the northeast side of the hardwood swamp. Must be placed in locations where they are exposed to 6-8 hours of direct sunlight per day.
- B. Mount boxes approximately 15 to 20 feet off the ground and 20 feet from the nearest tree branches.
- C. Predator guards shall be placed below the boxes.
- D. Location and design to be reviewed and approved by the engineer prior to construction.

3.11 Osprey Platform Installation

- A. Install platform on a former utility transmission pole near the southwest end of the constructed access road.
- B. GIS coordinates of the newly installed osprey platform shall be reported to WDNR.

3.12 Tree Crown Cluster Installation

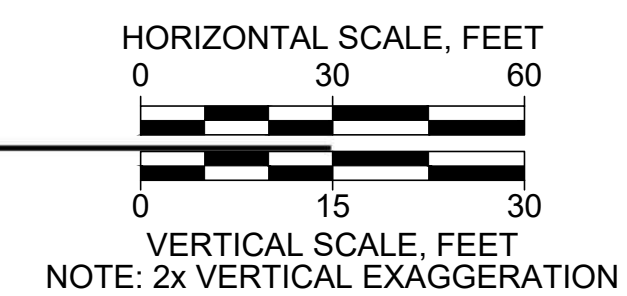
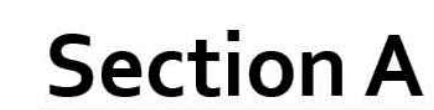
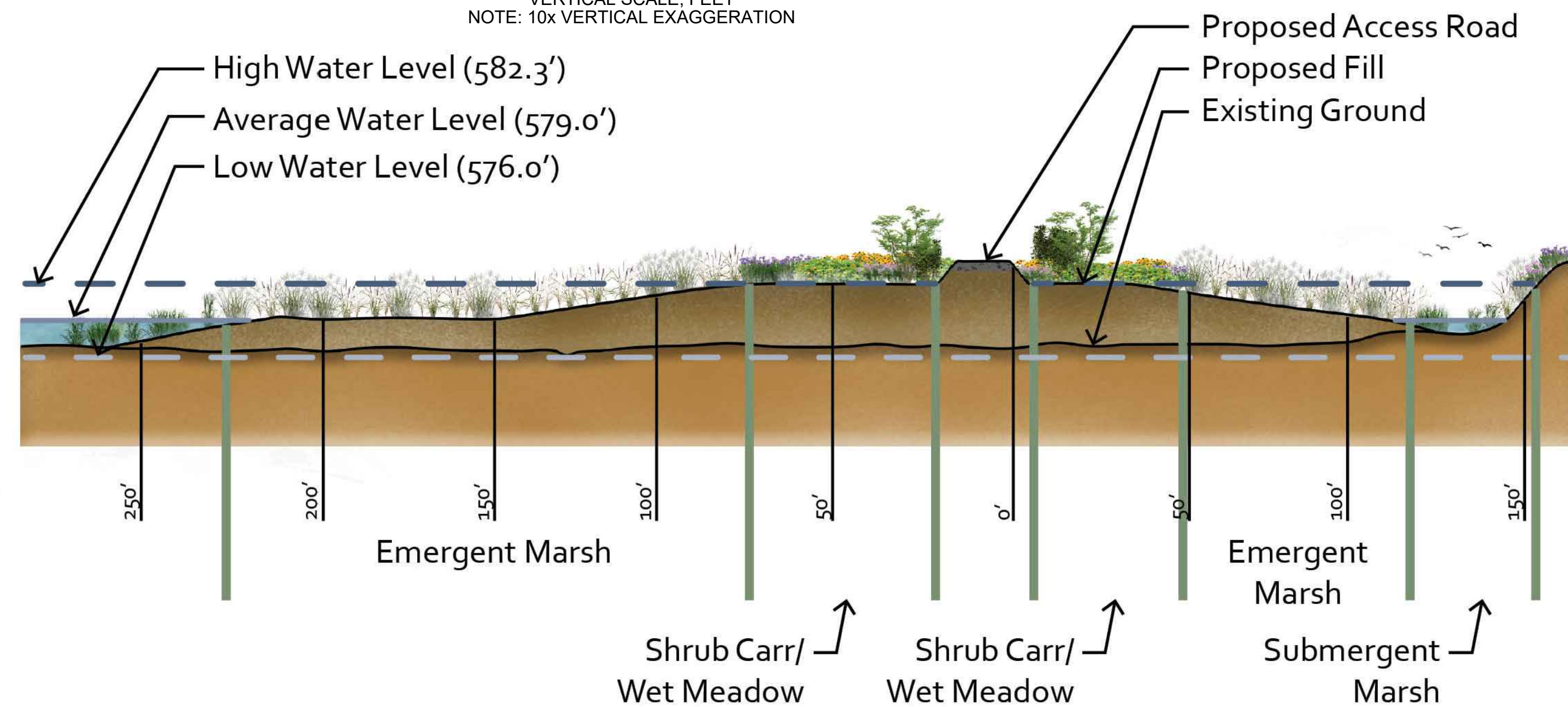
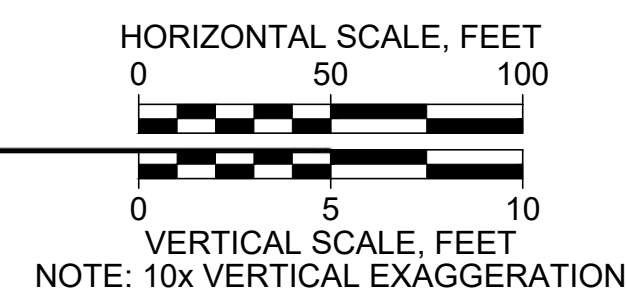
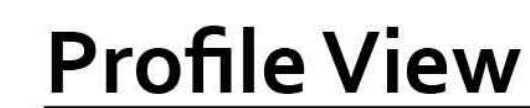
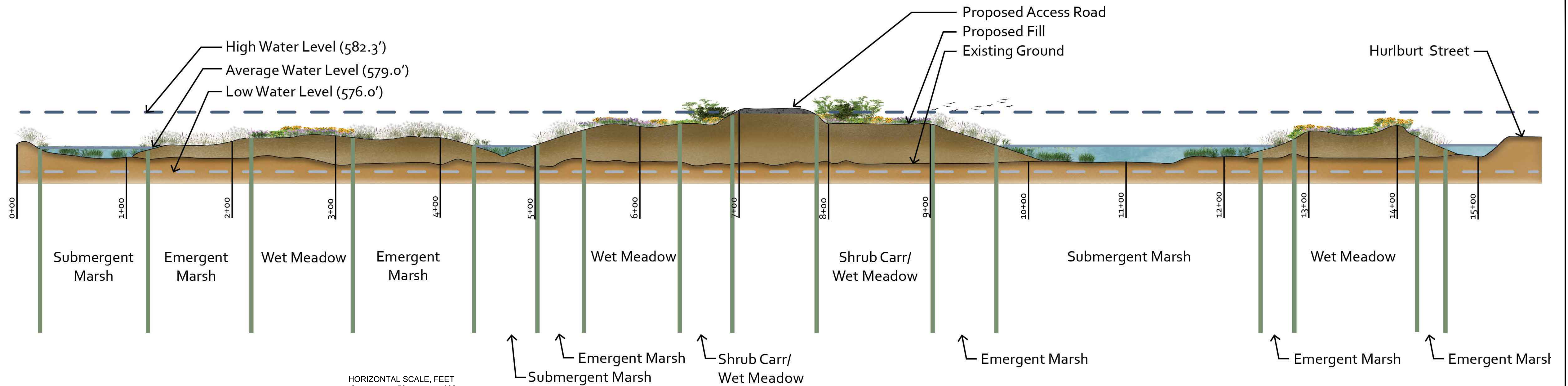
- A. Tree crowns shall be placed in 6 to 18 inches of water and piled together at cross angles so that approximately one-half to two-thirds of the material lies below the water line. See detail.
- B. Tree crown clusters will be located as shown in the planting plan.

For Bid

Attention: 01" If this scale bar does not measure 1" then drawing is not original scale.	DRAFT	Designed: MW	GEI Consultants GEI CONSULTANTS, INC. 3159 VOYAGER DRIVE GREEN BAY, WI 54311 (920)455-9200	CITY OF GREEN BAY	TANK FARM MARSH RESTORATION	T24N R21E SECTION 24					SHEET NAME	SHEET NO.	
		Drawn: OJE											
		Checked: SHP											
		Approved:											
		P.E. No:											
		GEI Project 2202009											
								1	10/15/2023	BID DRAWINGS	SHP	SPECIFICATIONS (2 OF 2)	T-002
								0	4/28/2023	PRELIMINARY DRAWINGS	SHP		
								NO	DATE	ISSUE/REVISION	APP		

Appendix B

Proposed Section Renderings



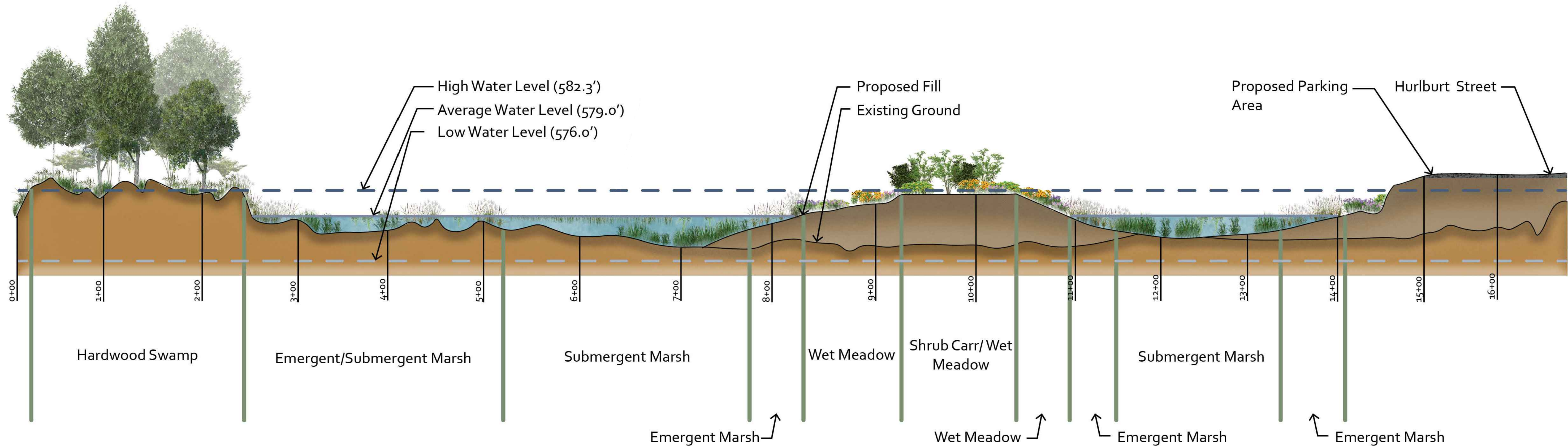
Wildlife Benefits

18 of 22 LGBFR AOC Priority Wildlife Population Groups

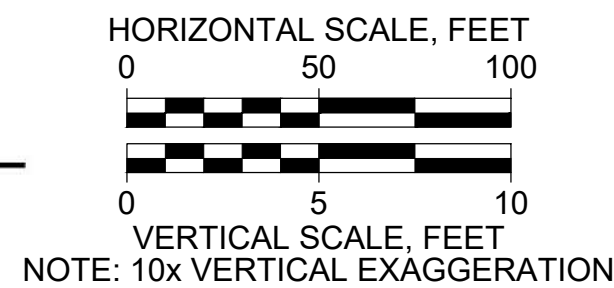


PRELIMINARY

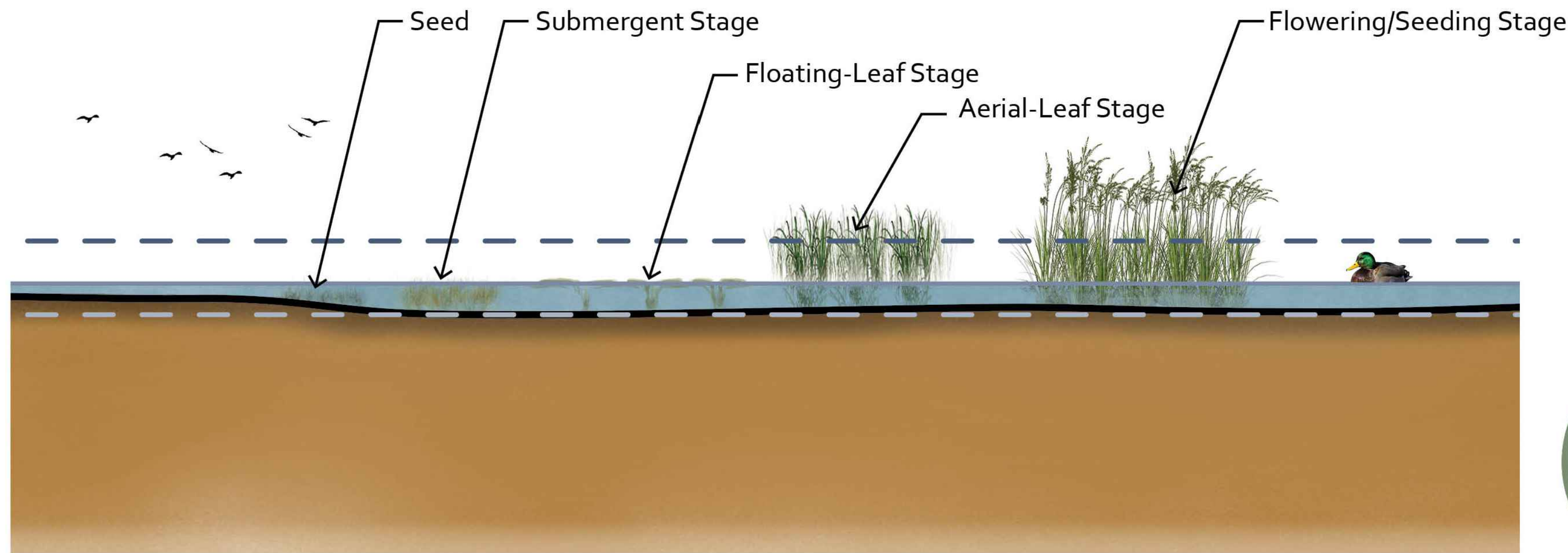
Attention: 01" If this scale bar does not measure 1" then drawing is not original scale.	DRAFT	Designed: MW	GEI Consultants GEI CONSULTANTS, INC. 3159 VOYAGER DRIVE GREEN BAY, WI 54311 (920)455-8200	CITY OF GREEN BAY 100 N. JEFFERSON ST GREEN BAY, WI 54301	TANK FARM MARSH RESTORATION T24N R21E SECTION 24					SHEET NAME PROPOSED CONDITIONS- PROFILE 1, SECTION, AND WILDLIFE BENEFITS	SHEET NO. FIGURE 1	
		Drawn: OJE										
		Checked: SHP										
		Approved:										
		P.E. No:										
		GEI Project 2202009										
		04/5/2023	PRELIMINARY DRAWINGS	SHP								
	NO DATE	ISSUE/REVISION	APP									



Profile View



Wild Rice Wildlife Benefits



Wild Rice Annual Life Cycle



PRELIMINARY

Attention: If this scale bar does not measure 1" then drawing is not original scale.	DRAFT	Designed: MW	GEI CONSULTANTS, INC. 3159 VOYAGER DRIVE GREEN BAY, WI 54311 (920)455-8200	CITY OF GREEN BAY 100 N. JEFFERSON ST GREEN BAY, WI 54301	TANK FARM MARSH RESTORATION T24N R21E SECTION 24					SHEET NAME PROPOSED CONDITIONS- PROFILE 2 AND WILD RICE DETAIL	SHEET NO. FIGURE 2
		Drawn: OJE									
		Checked: SHP									
		Approved:									
		P.E. No:									
		GEI Project 2202009									
						0	4/5/2023	PRELIMINARY DRAWINGS	SHP		
						NO	DATE	ISSUE/REVISION	APP		

Appendix C

Tank Farm Marsh Project Schedule

Tank Farm Marsh Project Schedule									
----------------------------------	--	--	--	--	--	--	--	--	--

[illegible]

Tank Farm Marsh Project Schedule

[illegible]

COVER LETTER

January 27, 2025

Mrs. Valerie Joosten
Utility Manager
City of Green Bay Department of Public Works
100 N. Jefferson Street, Room 300
Green Bay, WI 54301

Subject: Scope of Work for Tank Farm Marsh Implementation, Maintenance and Monitoring

Dear Mrs. Joosten:

GEI Consultants Inc. (GEI) is pleased to submit this Scope of Services for the second phase of the Tank Farm Marsh Restoration project to provide design implementation, maintenance and monitoring services. We look forward to moving the Tank Farm Marsh project (Project) from the design and planning phase into the construction phase and beyond.

This submittal details our proposed scope of services, including services such as:

- Bid document preparation,
- Preparation of Quality Assurance Project Plans (QAPP),
- Permitting support,
- Administration of construction contracts,
- Construction oversight,
- Post-construction monitoring,
- Public and stakeholder engagement,
- Supporting the preparation of regulatory and grant reports

We appreciate the opportunity to continue this partnership with the City of Green Bay and Wisconsin Department of Natural Resources. Please contact Katie Unke Ehrenberg at kunke@geiconsultants.com or 920.243.3765 with any questions.

Sincerely,

GEI Consultants, Inc.



Kelly O'Malley, EIT
Environmental Project Manager



Katie Unke Ehrenberg
Senior Project Manager

Cover Letter i

Scope of Services..... 1

Task 1 - Engineering Services and Project Development..... 1

Task 2 - Quality Assurance Documentation..... 2

Task 3 - Permitting and Regulatory Requirements 2

Construction Site Erosion Control and Storm Water Management 3

WDNR Wetland and Waterway Permitting..... 3

USACE Wetland and Waterway Permitting..... 4

Task 4 - Bidding & Construction Administration..... 4

Task 5 - Construction 5

Task 6 - Post-Construction and Restoration Maintenance and Monitoring 6

Task 7 - Collaboration with PMT, PIT, and other Stakeholders..... 7

Task 8 - Reporting..... 8

Proposed Timeline 10

Costs..... 12

SCOPE OF SERVICES

The Project, City of Green Bay (City) and Wisconsin Department of Natural Resources (WDNR) will continue to be supported by the GEI and staff that have been working on the Tank Farm Marsh project since its inception. The GEI project manager, Katie Unke Ehrenberg, will continue to oversee the Project and will be supported by a team of staff from GEI that are familiar with the Project, site, and requirements. The Project will be implemented as outlined below.

Task 1 - Engineering Services and Project Development

The City will be responsible for coordinating bidding for construction services. GEI will support bidding services by preparing a bid package that builds off the final deliverables from the previous design phase. The bid package prepared by GEI will include a final Engineer's Cost Estimate and Special Provisions utilizing templates that will be supplied by the City. With input from the City, the final plan set from the previous design phase will also be formatted to be consistent with the City's standards for bidding.

Building off the completion of the initial design, GEI would prepare project construction documents (i.e., plans and specifications) that present the specific design to achieve desired goals for the site. Construction documents would include detailed plans and designs, specifications, and cost estimates.

We envision a final plan set including, but not necessarily being limited to the following sheets:

- Cover and sheet index
- Existing conditions base plan sheets, one with public and private utilities and topography overlaid on a recent aerial and a second with wetland and plant communities, bathymetry, and soft sediment thickness
- Demolition plan (if needed)
- Soil Erosion and Sedimentation Control (SESC) Plan
- Proposed conditions plan, including public access plan and natural resource impact areas
- Grading Plan and survey control points
- Marsh cross-sections showing overlay of existing and proposed bathymetry and/or topography; changes in water surface elevations
- Planting plan
- Details for public access features
- Habitat improvement details
- SESC details, planting details
- Other infrastructure details

The final submittal would include final detailed plans and designs, specifications, and a cost estimate suitable to issue for bids from contractors.

Assumptions:

- Revisions to the final plan set will align with the objectives in the Scope of Work document developed by the WDNR Office of Great Waters for this project.

TANK FARM MARSH IMPLEMENTATION, MAINTENANCE, AND MONITORING

- The Contractor will be required to obtain utility locates. Known utility locations will be identified on drawing plan sets.
- The City will provide GIS locations of storm and sanitary sewer utilities within or immediately adjacent to the project site.
- We will address one round of comments for revision of the plan set prior to finalization of the document.

Deliverables:

- Bid package including construction contract documents (e.g. plan set, special provisions, and engineer's cost estimate).

Task 2 - Quality Assurance Documentation

Having developed Quality Assurance Project Plans (QAPP) for Phase 1 of the Tank Farm Marsh Restoration Project as well as projects in other AOCs, GEI is aware of the importance and need to set up a project plan that identifies procedures, roles and responsibilities, schedule, and other key project features so that collected data is usable in meeting a project's goals and objectives.

Prior to initiating project oversight, maintenance, or monitoring work, GEI will prepare and submit a QAPP. The QAPP will be reviewed and approved by the Wisconsin Department of Natural Resources Green Bay Program Coordinator and Quality Assurance Coordinator. The QAPP will be prepared using a WDNR-supplied outline as well as EPA Region 5 formatting and guidelines to ensure that collected data is of known and reliable quality and will include elements related to project management, data generation and acquisition, assessment and oversight, and data validation and usability. The work plan within the QAPP will detail items such as the scope and timing of oversight, maintenance, and monitoring work to be performed by GEI, anticipated data to be collected, and anticipated issues. One round of QAPP and work plan revisions based on comments from WDNR is included in this estimate.

Assumptions:

- A QAPP is not required to begin activities such as a project kickoff with the City, finalization of the project plan set (Task 1), continuation of permitting (Task 3), or Bidding & Construction Administration activities (Task 4) as those activities are not related to assessments or data collection.
- GEI will work with the City to incorporate City procedures into the QAPP that may be applicable.
- Contractor methods may impact the contents of the QAPP and may require the QAPP to be revised. Revisions would be done through having the contractor provide language, GEI incorporating the language, the City reviewing and routing the QAPP to WDNR for approval.

Deliverables:

- Completed, approved, and signed QAPP and any supporting documentation associated with the approved QAPP.

Task 3 - Permitting and Regulatory Requirements

The previous design phase of the Tank Farm Marsh Restoration project included an assessment of applicable federal, state, and local permit requirements as well as the completion of some of the identified permit applications by the City and GEI. GEI will continue to coordinate with the City to help prepare and

submit outstanding applicable permit applications and gain regulatory approvals as required with support from WDNR. GEI will prepare all application materials including supporting attachments and the City will be responsible for review and submittal of the permit applications except for those already started by the City related to municipal requirements (floodplain and road closures). This includes preparing or updating materials and ensuring compliance with: National Historic Preservation Act, Endangered Species Act, waterway/wetland activities, and stormwater related regulations. Permit applications included in this scope of services are detailed below.

Construction Site Erosion Control and Storm Water Management

Since this project will result in greater than one acre of land disturbance, a Construction Site Stormwater Permit is required by the WDNR. This permit ([SW-GP-NE-2024-5-X07-31T16-04-02](#)) was acquired by the City on August 8, 2024 and is effective for three years through August 8, 2027. This permit outlines existing and proposed land use, potential impacts to environmentally sensitive areas, as well as stormwater management features and erosion control Best Management Practices (BMPs) that will be utilized to control runoff and prevent erosion. If there are any changes to the proposed work outlined in the application, additional coordination with the permitting authority may be required (e.g. if a WPDES Discharge Permit and WDNR Dewatering Permit is needed).

The City requires a Site Plan submittal for development projects that generally includes a Stormwater Management Plan and Erosion Control Plan in accordance with Chapter 16 of the Green Bay Municipal Code. Similar to the WDNR Construction Site Stormwater Permit, the Stormwater Management Plan identifies existing and proposed land use, sensitive areas such as wetlands, floodplains, and nearby water bodies that may be impacted by the development. In addition, the Erosion Control Plan identifies the BMPs and post-construction stormwater management features that will be used to control runoff on the site to protect the newly formed habitat areas. It was determined by the City during the previous phase of the project that the Stormwater Management Plan would not be a requirement for the work as currently proposed. A complete Site Plan package will need to be finalized and submitted to the City's Community and Economic Development Department for erosion control permitting and any other permits identified by the City (e.g. floodplain, if applicable).

This project takes place in a sensitive area near the Bay of Green Bay. Therefore, special consideration will be given to environmental resources in the area in terms of the approach and measures required. For example, construction schedules may need to be adjusted to avoid spawning dates of fish or other wildlife. If construction of traditional detention ponds is not feasible, alternative measures such as silt curtains and/or coffer dams may be used.

WDNR Wetland and Waterway Permitting

A pre-application meeting with the WDNR was performed in the previous project phase, during which the appropriate wetland and/or waterway permit(s) required for the project were identified. Following the meeting, the City and GEI drafted an Individual Permit (IP) application for grading (fill) work to be performed during construction as well as a General Permit (GP) for habitat wildlife nesting structures. The permit drafts were submitted to the WDNR On January 7-8, 2025 (Application numbers [WP-IP-NE-2025-5-X01-06T09-58-13](#) and [WP-GP-NE-2025-5-X01-06T09-27-15](#), respectively). If the WDNR identifies additional information is needed following review of the applications, GEI will assist the City with drafting the modifications. This will be done in a manner to mirror the federal NEPA process and requirements of maintaining a Project Record for Freedom of Information Act Requests (FOIA).

USACE Wetland and Waterway Permitting

A pre-application meeting with the United States Army Corps of Engineers (USACE) was performed during the previous project phase. During the meeting, USACE identified wetland and/or waterway permits(s) required for the project. Following the meeting, the City and GEI prepared and submitted a pre-construction notification (PCN) for Nationwide Permits (NWP) 27 for Aquatic Habitat Restoration, Enhancement, and Establishment activities and NWP 33 for Temporary Construction, Access, and Dewatering. Upon review of the PCN, USACE determined that NWP 33 was not needed for the project and issued NWP 27 on July 16, 2024 (Regulatory File No. 2007-01987-HSR). This permit is valid until February 19, 2028, but the permitted activity must be completed within 12 months of commencement of the activity. If permit modifications are required, GEI will assist the City with drafting modifications if needed. This will be done in a manner to mirror the federal NEPA process and requirements of maintaining a Project Record for Freedom of Information Act Requests (FOIA).

Assumptions:

- WDNR will be responsible for updating the WDNR Endangered Resources Review and providing to the City and GEI.
- WDNR will be responsible for determining the avoidance periods required due to avian or other species. Changes imposed to project schedule may require updates to construction drawings, scheduled, and other documents which may require a change order for revising.
- GEI will complete the USACE Compliance Certification Form within 30 days of project completion and the City will submit to the USACE.
- The City will be responsible for coordinating with the regulatory agencies to provide updates or changes to construction that may impact permit timelines or restrictions for applications that the City has previously submitted.
- The City staff will continue to pursue the floodplain permit as previously started during the prior phase of the Project.
- The City staff or Contractor will secure road closure permits that may be necessary.
- Neither a building permit nor Stormwater Permit and subsequent Stormwater Management Plan will be required for the project.
- The Contractor will acquire aquatic herbicide application permits and permit for piscicide treatments.

Deliverables:

- Copies of drafted permit applications or amendments, attachments, and regulatory correspondence performed by GEI will be supplied to the City and WDNR Project Manager.
- USACE Compliance Certification Form

Task 4 - Bidding & Construction Administration

The City will utilize its competitive bid process to attain qualified construction contractor(s) for this phase of the project. GEI will provide construction oversight support to the City, including: attending regular progress meetings, reviewing data/reports submitted by contractor, issuing necessary interpretation and clarifications to the construction contract documents, evaluating and determining the acceptability of substitutions, on-site observation, and recommendation for payment approval.

GEI will meet with City staff to review the draft bid package and solicit comments prior to solicitation of construction bids. GEI, with the City, may hold one pre-bid meeting on site with potential bidders. Bidder questions will be answered by GEI, the City, and the WDNR Project Manager and formal addenda will be generated by GEI and the City, as necessary.

Assumptions:

- Since the work will be completed under a City construction contract, communication and documents will be routed through the City.
- GEI will lead the review of technical and project-related contractor submittals (product data sheets, SDSs, etc.) with assistance by the City as needed. The City will lead the review of any City-specific submittals.
- The City will provide bid document templates to be utilized.

Deliverables:

- Maintenance, preparation and review of contract documents.
- Documentation associated with submittal and change order reviews.

Task 5 - Construction

The City will be responsible for construction implementation through the construction contract with support from GEI as the owner's representative for construction oversight. The construction will include but is not limited to:

- the placement of approximately 40,000 cubic yards of appropriate fill material in an approximately 9.7 acre wetland area.
- placement of various wildlife habitat structures.
- native vegetation restoration throughout the 35-acre project boundary.

Prior to the start of construction activities, a preconstruction meeting between the City, WDNR, selected contractor(s), and GEI will be organized and led by the City and GEI to review such items as contact information, the work schedule and sequencing, erosion control plan, traffic control plan, and other submittals required from the contractor(s) by the time of the preconstruction meeting.

During construction, GEI will provide oversight of construction activities to document that work is performed in accordance with the approved Site Plans as well as the current version of the City's Standard Specifications and Construction Standards for Public Works Construction. GEI will perform construction inspections as well as the construction administration tasks as outlined under Task 4 above. Construction inspections will be recorded in inspector daily reports (IDRs) and include information such as inspector name, date, weather conditions, crew, materials and equipment utilized, progression of work, safety observations, and photo documentation. GEI will provide construction management services, such as providing coordination between project contractors and project team conducting regular contractor progress meetings, coordinating project construction and maintenance schedules, inspecting and approving plant materials and products supplied by contractors, and advising contractors on field design adjustments and restoration efforts. The construction oversight efforts are to include the construction related activities and not the restoration related activities. Construction related activities include erosion control installation, placement of fill, installation of the sign/monument, culvert installation, creation of the parking areas, and plantings. Restoration activities include wild rice

TANK FARM MARSH IMPLEMENTATION, MAINTENANCE, AND MONITORING

monitoring, invasive and woody species management and control, reseeding, floating wrap platform installation and removals, and habitat structures installed after the construction activities are completed that are also beyond the 54 days of construction oversight GEI will be present for.

Weekly construction meetings will be held onsite by GEI with the Contractor over a period of six weeks. The meetings may include items such as tasks to be completed, methods, and review of safety protocols. GEI will provide agendas and meeting notes to the City and Contractor.

Assumptions:

- The City will provide to GEI preferred inspections and reporting templates and final versions will be agreed to by both GEI and the City.
- The Contractor will be responsible for as-built construction documentation.
- The contractor will be responsible for performing repairs to erosion control that may be observed during inspections.
- Construction will occur over a period of 54 days as outlined in the Final Design Report generated during the first phase of the Project. GEI will provide onsite support and IDR's during those days. Restoration activities may continue beyond those 54 days and full-time support from GEI will not be needed during those activities. The City may need to provide oversight staff if construction extends beyond the 54 days.

Deliverables

- Review of contract documents,
- Inspector daily reports (IDRs),
- Six weekly construction meeting agendas and notes,
- Documentation associated with submittal and change order reviews,
- Final inspection documentation

Task 6 - Post-Construction and Restoration Maintenance and Monitoring

The City will be responsible for the implementation of post-construction and restoration maintenance and monitoring for a period of up to three years with support from GEI as the owner's representative, which includes but is not limited to: invasive species management throughout the 35-acre project boundary and potential adjacent buffer areas (as approved by adjacent landowners), monitoring native species establishment and replacing as needed, and monitoring priority fish and wildlife response in collaboration with WDNR and other relevant partners on the PIT.

GEI will draft a final short and long-term Maintenance plan to guide restoration and management after restoration implementation. The plan will outline efficient monitoring methods to determine if projects are trending toward or meeting the performance standards. The plan will include qualitative and quantitative measures to measure project outcomes and methods for informing the Contractor of post-construction modifications required, such as replanting, herbicide treatment changes, or repairs needed to roads.

We will provide the following post-construction site assessment services. This scope of services includes the first season post-construction following the substantial completion of the project construction.

We will perform an initial post-construction field inspection to determine if the design has been implemented to a satisfactory level according to requirements established within the Site Plan. Photographs will be taken during the assessment for documentation and reporting purposes. Documentation for the assessment will consist of a summary report which includes qualitative assessments of the fill, planted and seeded areas and recommended remedial actions.

During the course of the post-construction site survey, our team will complete vegetation monitoring by utilizing a timed vegetation meander survey. One survey during the first year post-construction. Survey data will be recorded on the WDNR Floristic Quality Assessment (FQA) Data Forms or within the Universal FQA Calculator. The survey will document plant species presence/absence, percent cover (absolute and relative), richness (number of native and non-native species present), and floristic quality metrics including mean c, weighted mean c, and floristic quality index. Photographs will be taken of each habitat type where a survey is conducted.

Following the site visit, we will prepare a vegetation assessment report documenting the results of the monitoring. Recommended remedial actions will be included within the report and will include items such as proposed actions to control and/or eradicate non-native, invasive species, repairs to roads, nesting structure replacements, etc.. A figure will be prepared and included as an attachment to the report and will display the GPS track logs recorded during the vegetation meander survey overlaid on the Project Area.

Assumptions:

- Data collected and interpretation for evaluating AOC priority fish and wildlife populations and habitat condition will be directed and led by WDNR with monitoring results provided by GEI.

Deliverables:

- An updated short and long-term Monitoring and Maintenance Plan, building on previously developed deliverables from the design phase that includes tasks and their associated timing, estimated cost for completion, and agreed upon roles for completion.
- An initial post-construction field inspection summary.
- An assessment report for the first year of post-construction monitoring is included in this scope.

Task 7 - Collaboration with PMT, PIT, and other Stakeholders

At the start of this project phase, GEI key staff members will attend a kickoff meeting with the City and WDNR. The project scope, budget, deliverables, and contract procedural requirements will be reviewed. GEI assumes the kick-off meeting will take place in February 2025 and will be held in person for the GEI Project Manager, the City, and WDNR with a virtual option for GEI key staff.

Monthly meetings will occur between the Project Management Team (PMT), which includes DNR, City, and GEI and will use collaborative decision-making. The PMT will function within the framework of funding regulations, state statutes, and local ordinances. It is recognized by all parties within the PMT that project outputs must meet Lower Green Bay & Fox River AOC goals and criteria within the scope of the AOC program, and it is DNR's responsibility to ensure satisfaction of these goals and criteria. Additional previously identified goals that contribute to other community and programmatic goals (e.g., improved site access for maintenance and recreation) are also recognized by all parties within the PMT and will be met to the greatest practicable extent.

TANK FARM MARSH IMPLEMENTATION, MAINTENANCE, AND MONITORING

A Project Implementation Team (PIT) made up of representatives from DNR, City, GEI and other relevant partners will be organized and facilitated by DNR for coordination and continuous communication between parties and to continue discussing long-term maintenance options post-grant closeout. Additional partners invited to participate in the PIT will include, but are not limited to, Brown County, US Venture, LMES Properties LLC, GLC Minerals, Audubon Great Lakes, UW-Green Bay, Ducks Unlimited, Bay Area Bird Club and various interested recreational group representatives.

The City will collaborate with the WDNR via the assigned WDNR Project Manager and other appropriate staff throughout the project. Throughout the period in this scope of work, the City will participate in and lead appropriate PMT, PIT, and Public Information Meetings (PIMs), and notices. The WDNR Project Manager, Brown County Extension Communications Specialist and GEI will support coordination and material development for outreach and/or meetings.

Assumptions:

- A kickoff meeting will be held in February or March 2025 and attended by GEI, the City, and WDNR.
- The PMT and PIT meetings will be scheduled by the City or WDNR and will include a virtual option.
- Monthly PMT meetings beginning in February 2025 through December 2026 will occur and will be attended by GEI.
- Meetings minutes will be prepared and submitted to the City by GEI.
- During the maintenance and monitoring period, GEI will attend two semiannual meetings in 2027 and in 2028 and one annual meeting in 2029 to review site conditions, progress of work, and monitoring results.
- Two, 2-hour PIT meetings are anticipated to occur. One of the PIT meetings will serve as the PIM, if required prior to construction.

Deliverables:

- Public meeting/stakeholder meeting minutes will be provided by GEI after attended meetings.
- GEI will produce a 1-2 page project flyer for the PIM.

Task 8 - Reporting

City will be responsible for the preparation and submission of quarterly reports and invoices and a final project report. Reports will identify amount expended per quarter, activities conducted, and planned activities for the upcoming quarter, along with identification of any issues encountered (including delays or deviations from the original schedule or other setbacks) during the quarter and how they were addressed. GEI will provide monthly invoices to assist with project tracking and reporting requirements that the City has with WDNR. GEI will prepare and submit a monthly progress report as part of the invoice that will include the following information:

- money spent during the billing period,
- overall budget tracking,
- summary of activities conducted during the billing period,
- deliverable status and updates,

TANK FARM MARSH IMPLEMENTATION, MAINTENANCE, AND MONITORING

- planned activities,
- upcoming deliverables,
- and identification of issues encountered and how they were addressed or solutions to address them if not already addressed.

Deliverables:

- Monthly invoices accompanied by the monthly progress report.

PROPOSED TIMELINE

Services are proposed to be implemented based on the schedule shown below. The schedule proposed meets the grant requirements and has been reviewed and agreed upon by the City, WDNR, and GEI. Fluctuations in completion dates may occur per task based on environmental and weather conditions, agency availability and timeliness of permit application reviews, feedback requested, and public hearing or input requirements identified. Alterations to dates will be permissible so long as project activities are completed in March 2029. Construction start dates do have the potential to change based on feedback from WDNR regarding nesting bird avoidance timeframes. Changes to the project schedule will be reviewed and agreed upon by City, WDNR and GEI. GEI will communicate potential or known impacts to the schedule to the City as they are identified.

Timetable: February 1, 2025 – March 31, 2029

Task	2025											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
City of GB Permit Resubmittal and Other Regulatory Compliance												
Approval by City of Green Bay Improvement Services and City Council Meetings												
Finalize Subaward Agreement												
QAPP Development and Approval												
Development of Construction Bid Package												
Administer Construction Bid Package												
Select Preferred Construction Contractor												
Award Construction Contract												
	2026											
Survey for T/E Species												
Construction Oversight												
Construction of Wetland Habitat												
Initial Restoration and Installation of Habitat Structures												
Annual Invasive Species and Habitat Structure Monitoring												
Wild Rice Monitoring												
	2027											
Annual Invasive Species and Habitat Structure Maintenance and Monitoring												

TANK FARM MARSH IMPLEMENTATION, MAINTENANCE, AND MONITORING

Wild Rice Monitoring												
	2028											
Annual Invasive Species and Habitat Structure Maintenance and Monitoring												
Wild Rice Monitoring												
Post-Restoration Wetland Mapping												
	2029											
Final Report Preparation												
Subaward Project Closeout												

COSTS

Services performed by GEI will be delivered for a not to exceed amount of \$246,750. A summary of costs is shown in the table below. The cost estimate was developed using the assumptions listed in Section 2: Scope of Services section and the timeline provided by WDNR as shown in Section 3: Proposed Timeline.

Task	Cost
Task 1 - Engineering Services and Project Development	\$40,800
Task 2 - Quality Assurance Documentation	\$8,050
Task 3 - Permitting and Regulatory Requirements	\$7,200
Task 4 - Bidding & Construction Administration	\$15,700
Task 5 - Construction	\$91,650
Task 6 - Post-Construction and Restoration Maintenance and Monitoring	\$24,700
Task 7 - Collaboration with PMT, PIT, and other Stakeholders	\$18,950
Task 8 - Reporting	\$17,950
TOTAL	\$225,000

Services will be performed on a not to exceed basis in accordance with the terms and conditions of the previously negotiated Standard Agreement for Professional Services Between City of Green Bay and GEI Consultants dated February 13, 2024, copy attached. Additional fees will be addressed under an Amendment to the Agreement and approved by both parties prior to execution of work.

Attachments:

Negotiated Standard Agreement Between City of Green Bay and GEI Consultants dated February 13, 2024.

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN CITY OF GREEN BAY AND CONSULTANT

**Project: Consultant Services Design of Coastal Resiliency and Planning;
Improvements for the Community and Environment at the mouth of the Fox
River – Green Bay**

THIS AGREEMENT is made this 13th day of February 2024 by and between the City of Green Bay, a municipal corporation of the State of Wisconsin, located in Brown County, Wisconsin, (hereinafter called (City) and GEI Consultants, Inc. (hereinafter called Consultant).

In consideration of the following terms and conditions, City and Consultant mutually agree as follows:

1. SCOPE OF WORK

Consultant agrees to perform all services and furnish all materials necessary as fully described and specified in the National Fish and Wildlife Foundation (NFWF) National Coastal Resilience Fund (NCRF) 2023 Proposal, dated December 10, 2023, and the revised proposal, dated January 30, 2024.

2. FEES

Total fees payable to Consultant shall not exceed the amount of \$740,250.00 for all services, materials, equipment, and authorized reimbursable expenses under this Agreement unless an Amendment to Agreement, signed by both parties, approves additional fees in writing. Any such additional fees shall be defined in writing and authorized prior to execution of such work.

3. AMENDMENTS TO AGREEMENT

This Agreement may be amended only by written instrument signed by both parties. If in the reasonable judgment of the City, the scope or nature of the services to be performed by Consultant change or deviate materially from the scope or nature of the services described above, the City may, at its discretion, suspend performance of its services until a written agreement superseding this Agreement and adjusting the scope, schedule, and terms and conditions has been executed. Where additional work is to be completed on a time and expense compensation, charges shall be in accordance with the fee schedule submitted with the Consultant's Proposal.

4. COMPENSATION

City agrees to pay for services provided in accordance with the compensation provisions described in the Consultant's Proposal. Consultant will bill the City, no more than monthly, with net payment due in 30-days from the invoice date. Consultant may, after giving 72-hour notice, suspend service under the Agreement until the City has paid all amounts in full due for services rendered and expenses incurred.

5. INDEMNIFICATION (HOLD HARMLESS) AGREEMENT

Consultant hereby agrees to indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Consultant or of anyone acting under its direction or control or on its behalf that are not related to professional services even if liability is also sought to be imposed on City, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives, and volunteers, and each of them, shall be applicable except to the extent that liability results from the negligence of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

For claims arising out of the performance of Consultant's professional services, Consultant will indemnify and hold harmless, but not defend the City for any claims by reason of its negligent acts, errors, or omissions for professional services. The obligation to indemnify and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives, and volunteers and each of them, shall be applicable except to the extent the liability results from the negligence of the City, its elected and appointed officials, officers, employees, agents, representatives, and volunteers.

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

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

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

6. STANDARD OF CARE

Consultant will perform its services under this Agreement in a manner consistent with that degree of skill and care ordinarily exercised by members of Consultant's profession currently practicing in the same locality under similar conditions. Consultant makes no other warranties or representations, either expressed or implied, regarding the services provided.

7. INSURANCE

Consultant shall not commence work under this Agreement until it has obtained the insurance required herein. All coverages shall be with insurance carriers licensed and admitted to do business in the State of Wisconsin. All coverages shall be with carriers acceptable to the City. A minimum AM Best Rating of A-VII is required.

It is hereby understood and agreed that the insurance required by the City is primary coverage and that any insurance or self-insurance maintained by the City, its officers, council members, agents, employees, or authorized volunteers will not contribute to a loss.

Worker's Compensation and Employers Liability Minimum Requirements as required by Statute: Consultant shall cover or insure under applicable labor laws relating to worker's compensation insurance, all their employees in accordance with the law in the State of Wisconsin. Consultant shall provide statutory coverage for work related injuries and employer's liability insurance with limits of \$100,000 each accident, \$500,000 disease policy limit and \$100,000 disease each employee.

Liability Insurance: Consultant shall procure and maintain during the life of this Agreement the following Commercial General Liability Insurance and Automobile Liability insurances:

A. PROFESSIONAL LIABILITY (Errors and Omissions)

- 1) Minimum Limits
 - a. \$2,000,000 each claim/\$3,000,000 annual aggregate
 - b. Any deductible not to exceed \$25,000 each claim
- 2) Must continue coverage for 3 years after final payment for service/job

B. GENERAL LIABILITY COVERAGE

- 1) Commercial General Liability

- a. \$4,000,000 general aggregate
 - b. \$1,000,000 products - completed operations aggregate
 - c. \$1,000,000 personal injury and advertising injury
 - d. \$2,000,000 each occurrence limit
- 2) Claims made form of coverage is not acceptable.
- 3) Insurance must include:
- a. Premises and Operations Liability
 - b. Blanket Contractual Liability including coverage for the joint negligence of the City of Green Bay, its officers, council members, agents, employees, authorized volunteers and the named insured
 - c. Personal Injury
 - d. Explosion, collapse, and underground coverage
 - e. Products/Completed Operations
 - f. Independent Contractors

C. BUSINESS AUTOMOBILE COVERAGE

- 1) Minimum Limits - \$2,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident
- 2) Must cover liability for "Any Auto" - including Owned, Non-Owned and Hired Automobile Liability

Additional Insured: Consultant shall name the City, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, and volunteers as Additional Insured on the General Liability Coverage. This coverage shall be primary to the Additional Insured, and not contributing with any other insurance or similar protection available to the Additional Insured, whether other available coverage is primary, contributing or excess.

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

Cancellation Notice: All insurances required by this Agreement shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Ten (10) days for Non-Renewal shall be sent to: City of Green Bay; Attn: Risk Management; 100 North Jefferson St.; Green Bay, WI 54301."

Proof of Insurance Coverage: Consultant shall provide to the City, at the time this Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City. If so requested, certified copies of any or all policies shall also be furnished. The Additional Insured Policy endorsement must accompany the Certificate of Insurance. A copy of the Certificate of Insurance must be on file with Risk Management. If no Certificates of Insurance and/or policies are provided to the City upon execution of this Agreement, the Agreement shall be null and void.

Continuation of Coverage: If any of the above coverage expires during the term of this Agreement, the Consultant shall deliver renewal certificates and/or policies to the City at least ten (10) days prior to the expiration date.

8. DISPUTE RESOLUTION

All claims, disputes, or any other matters in question between the parties arising out of or relating to this Agreement or breach thereof shall be subject to mediation as a condition precedent to the institution of any legal proceedings by either party. If such claim, dispute, or any other matter involves a lien arising out of Consultant's services, Consultant may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

The City and Consultant shall attempt to resolve claims, disputes, and other matters in question between them by mediation in accordance with the current Mediation Rules of the American Arbitration Association unless the parties agree otherwise. A request for mediation shall be filed in writing with the other party to this Agreement and, if applicable, the American Arbitration Association.

The parties shall share equally the mediator's and any filing fees. Mediation shall be held in the place where the Project is located unless another location is mutually agreed upon. Agreements reached in mediation shall have the same force and effect as settlements in any court having jurisdiction thereof.

9. ACCESS/UTILITIES

The City will arrange access to the site, as necessary, for Consultant to complete the work. Consultant will take reasonable precautions to minimize any damage to the site due to its operation. Site restoration is not included unless specifically requested by the City.

Consultant is responsible for locating public utilities and agrees to indemnify and save the City harmless from all claims, suits, losses, cost and expenses including attorney's fees as a result of any personal injury, death or property damage occurring from damage to public utilities. Consultant shall coordinate with a private locating service for locating utilities on private property.

10. SAFETY

Consultant shall comply with all Occupational Safety and Health Administration (OSHA) and State and Local safety and health standards and any other applicable rules and regulations.

Consultant's work or field personnel shall not be responsible for determining or implementing the means, methods, techniques, sequences, or procedures of construction. Consultant will not be responsible for evaluating, reporting, or affecting job conditions concerning health, safety, or welfare, unless specifically requested in writing. Consultant's work or failure to perform same shall not in any way excuse any contractor, subcontractor, or supplier from performance of its work in accordance with contract documents.

11. OWNERSHIP OF DOCUMENTS

Any reports, specifications, drawings, or other documents prepared by the Consultant in the performance of its obligations under this Agreement shall become the property of the City. All such materials shall be returned to the City upon completion, termination, or cancellation of this Agreement and payment in full of all monies due the Consultant. The Consultant shall not use, willingly allow, or cause such materials to be used for any purpose other than the performance of all Consultant's obligations under this Agreement without the written consent of the City. The City agrees that the Consultant shall not be responsible for any re-use by the City, or by third parties that obtained the documents from or through the City, for purposes other than original intent of the documents provided by the Consultant.

12. SAMPLES

Unless otherwise agreed or consumed in testing, test specimens shall be retained for a minimum of thirty (30) days following submission of final report.

13. ASSIGNMENT, TRANSFER OR SUBCONTRACTING

The Consultant shall not subcontract, assign, or transfer any interest in this Agreement or any payments due hereunder except upon prior written consent of the City. All terms, conditions, covenants, and agreements herein shall extend to and be obligatory upon any successors or assigns of Consultant upon the execution of any written consent by the City. Consent shall not be given to any proposed assignment that would release the

Consultant of their responsibilities under this Agreement.

14. TERMINATION FOR CONVENIENCE

The City reserves the right to terminate this Agreement, or any part of this Agreement, upon fourteen (14) days written notice. In case of such termination, the Consultant shall be entitled to receive payment from the City for work completed to date in accordance with the terms and conditions of this Agreement.

15. TERMINATION FOR CAUSE

Either party may terminate this Agreement in the event the other party fails to fulfill any of its obligations under this Agreement in a timely manner or otherwise violate any of the covenants, agreements, or stipulations material to this Agreement. Termination of the Agreement is accomplished by the party initiating the termination giving fourteen (14) days written notice to the other party. In case of such termination, the Consultant shall be entitled to receive payment from the City for work completed to date in accordance with the terms and conditions of this Agreement.

16. NO DISCRIMINATION

During the term of this Agreement, the Parties, and the employees, representatives, agents and or volunteers thereof, shall not discriminate against any person based on race, color, creed, religion, sex, national origin, age, ancestry, disability, sexual orientation, gender identity, gender non-conformity, gender expression, transgender status, pregnancy, or marital or parental status.

17. SEVERABILITY

In the event that any section, clause or portion of this Agreement shall be adjudged or decreed to be invalid, the remainder of the Agreement shall remain in full force and not be affected by such judgment.

18. APPLICABLE LAWS

This Agreement shall be governed in all respects by the laws of State of Wisconsin.

19. ENTIRE AGREEMENT

This Agreement, together with the Consultant's NFWF NCRF 2023 Proposal (dated December 10, 2023), the revised Proposal (dated January 30, 2024), the attachments appended hereto, and all documents, drawings, specifications, and instruments specifically incorporated herein and made a part hereof, shall constitute the entire Agreement of the parties.

20. COMPLIANCE WITH LAWS

Consultant is responsible for ensuring that services and documents furnished by Consultant conform to the applicable laws, rules, regulations, codes, orders, and special requirements, except as may be specifically provided otherwise herein.

21. COUNTERPARTS

This Agreement may be executed in several counterparts, and the signatures on this Contract may be transmitted electronically. Electronic signatures will deem 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.

22. TIME

This Agreement shall be effective on February 13, 2024 (which is the Effective Date of the Agreement).

All schedules are to be strictly met.

SIGNATURES BELOW

CITY

Signature: _____

Name: STEVEN M. GRENIER

Title: Director of Public Works

Date: 02/15/24

CONSULTANT

Signature: _____

Name: Paul Blindauer

Title: Vice President/Senior Consultant

Date: February 13, 2024



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

MEETING DATE

January 29, 2025

PREPARED BY

AGENDA ITEM # E.15

Consideration with possible action on request by Department of Public Works Parking Division to purchase a single axle one-ton cab and chassis off the light duty state contract from Ewald's Automotive in the amount of \$51,832, which includes warranty and delivery.

BACKGROUND

The City of Green Bay Parking System utilizes unit 175, a 2007 Ford F350 1-ton dump truck to haul snow from the rooftop of the parking ramps, hauling mulch and other misc. items year-round in the downtown area. Small pickup type dump trucks are needed to meet the height restrictions and limited space in the drive lanes of the parking ramps. Truck 175 has reached the end of its useful service life and the replacement has been approved in the 2025 budget.

RECOMMENDATION

To Approve Purchase

FISCAL IMPACT

2025 Budget \$51,832.

ATTACHMENTS

1. 2025 FORD F350 REGULAR CAB C&C 4WD 60 CA SRW
2. 1-ton Cab and Chassis Background



Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

City of Green Bay

Prepared For: Nathan Wachtendonk

920.492.3751

Nathan.Wachtendonk@greenbaywi.gov

Vehicle: [Fleet] 2025 Ford Super Duty F-350 SRW (F3F) XL 4WD Reg Cab 145" WB 60" CA





Vehicle: [Fleet] 2025 Ford Super Duty F-350 SRW (F3F) XL 4WD Reg Cab 145" WB 60" CA (Complete)

Quote Worksheet

	MSRP
Base Price	\$53,665.00
Dest Charge	\$1,995.00
Total Options	\$2,167.00
Subtotal	\$57,827.00
Subtotal Pre-Tax Adjustments	\$0.00
Less Customer Discount	(\$5,995.00)
Subtotal Discount	(\$5,995.00)
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$51,832.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$51,832.00

Comments:

2025 Ford F350 Regular Cab 4wd C&C 60" CA SRW to your specs as detailed. Registration Fees are NOT included. Delivery can not be anticipated due to current market conditions.

Dealer Signature / Date

Customer Signature / Date



Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2025 Ford Super Duty F-350 SRW (F3F) XL 4WD Reg Cab 145" WB 60" CA (✔ Complete)

Standard Equipment

Mechanical	
	Engine: 7.3L 2V DEVCT NA PFI V8 Gas (STD)
	Transmission: TorqShift 10-Speed Automatic -inc: 10R140 w/neutral idle, SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and off-road (STD)
	Electronic-Locking w/4.30 Axle Ratio (STD)
	50-State Emissions System
	Transmission w/Oil Cooler
	Electronic Transfer Case
	Part-Time Four-Wheel Drive
	Driver Selectable Rear Locking Differential
	68-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
	190 Amp Alternator
	Towing Equipment -inc: Trailer Sway Control
	Trailer Wiring Harness
	4890# Maximum Payload
	GVWR: 10,900 lb Payload Package
	HD Shock Absorbers
	Front And Rear Anti-Roll Bars
	Firm Suspension
	Hydraulic Power-Assist Steering
	40 Gal. Fuel Tank
	Single Stainless Steel Exhaust
	Auto Locking Hubs
	Front Suspension w/Coil Springs
	Solid Axle Rear Suspension w/Leaf Springs
	4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
	Upfitter Switches
Exterior	
	Tires: LT275/65Rx18E BSW A/S -inc: Spare may not be the same as the road tire (STD)
	Wheels: 18" Argent Painted Steel -inc: painted hub covers/center ornaments

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 24361. Data Updated: Jan 2, 2025 6:43:00 PM PST.



Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2025 Ford Super Duty F-350 SRW (F3F) XL 4WD Reg Cab 145" WB 60" CA ( Complete)

Exterior

Clearcoat Paint

Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks

Black Side Windows Trim and Black Front Windshield Trim

Black Door Handles

Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator

Manual Extendable Trailer Style Mirrors

Fixed Rear Window

Light Tinted Glass

Variable Intermittent Wipers

Aluminum Panels

Black Grille

Autolamp Auto On/Off Reflector Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off

Cab Clearance Lights

Perimeter/Approach Lights

Entertainment

Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls and External Memory Control

Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers

Fixed Antenna

2 LCD Monitors In The Front

Interior

4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement

4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement

Manual Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer

FordPass Connect 5G Mobile Hotspot Internet Access

Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button

Cruise Control w/Steering Wheel Controls

Manual Air Conditioning

Illuminated Locking Glove Box

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 24361. Data Updated: Jan 2, 2025 6:43:00 PM PST.



Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2025 Ford Super Duty F-350 SRW (F3F) XL 4WD Reg Cab 145" WB 60" CA (✔ Complete)

Interior	
	Interior Trim -inc: Chrome Interior Accents
	Full Cloth Headliner
	Urethane Gear Shifter Material
	HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar
	Day-Night Rearview Mirror
	Passenger Visor Vanity Mirror
	Full Overhead Console w/Storage and 2 12V DC Power Outlets
	Front Map Lights
	Fade-To-Off Interior Lighting
	Full Vinyl/Rubber Floor Covering
	Smart Device Remote Engine Start
	SYNC 4 Communication & Entertainment System -inc: enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink and 1 smart-charging USB port
	Instrument Panel Covered Bin and Dashboard Storage
	Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
	Delayed Accessory Power
	Power Door Locks w/Autolock Feature
	Driver Information Center
	Trip Computer
	Outside Temp Gauge
	Digital/Analog Appearance
	Seats w/Vinyl Back Material
	Manual Adjustable Front Head Restraints
	Perimeter Alarm
	Securilock Anti-Theft Ignition (pats) Immobilizer
	2 12V DC Power Outlets
	Air Filtration

Safety-Mechanical	
	AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
	ABS And Driveline Traction Control

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 24361. Data Updated: Jan 2, 2025 6:43:00 PM PST.



Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2025 Ford Super Duty F-350 SRW (F3F) XL 4WD Reg Cab 145" WB 60" CA ( Complete)

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Pre-Collision Assist with Automatic Emergency Braking (AEB)

Lane Departure Warning

Collision Mitigation-Front

Tire Specific Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch

Safety Canopy System Curtain 1st Row Airbags

Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters

WARRANTY

- Basic Years: 3
- Basic Miles/km: 36,000
- Drivetrain Years: 5
- Drivetrain Miles/km: 60,000
- Corrosion Years: 5
- Corrosion Miles/km: Unlimited
- Roadside Assistance Years: 5
- Roadside Assistance Miles/km: 60,000

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 24361. Data Updated: Jan 2, 2025 6:43:00 PM PST.



Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2025 Ford Super Duty F-350 SRW (F3F) XL 4WD Reg Cab 145" WB 60" CA (✔ Complete)

Selected Model and Options

MODEL		
CODE	MODEL	MSRP
F3F	2025 Ford Super Duty F-350 SRW XL 4WD Reg Cab 145" WB 60" CA	\$53,665.00
COLORS		
CODE	DESCRIPTION	
M7	Carbonized Gray Metallic	
ENGINE		
CODE	DESCRIPTION	MSRP
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas (STD)	\$0.00
TRANSMISSION		
CODE	DESCRIPTION	MSRP
44G	Transmission: TorqShift 10-Speed Automatic -inc: 10R140 w/neutral idle, SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and off-road (STD)	\$0.00
OPTION PACKAGE		
CODE	DESCRIPTION	MSRP
630A	Order Code 630A	\$0.00
AXLE RATIO		
CODE	DESCRIPTION	MSRP
X4M	Electronic-Locking w/4.30 Axle Ratio (STD)	\$0.00
TIRES		
CODE	DESCRIPTION	MSRP
TCH	Tires: LT275/65Rx18E BSW A/S -inc: Spare may not be the same as the road tire (STD)	\$0.00
PRIMARY PAINT		
CODE	DESCRIPTION	MSRP
M7	Carbonized Gray Metallic	\$0.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 24361. Data Updated: Jan 2, 2025 6:43:00 PM PST.



Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2025 Ford Super Duty F-350 SRW (F3F) XL 4WD Reg Cab 145" WB 60" CA (Complete)

SEAT TYPE		
CODE	DESCRIPTION	MSRP
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar	\$0.00
ADDITIONAL EQUIPMENT - MECHANICAL		
CODE	DESCRIPTION	MSRP
41H	Engine Block Heater	\$190.00
473	Snow Plow Prep Package -inc: pre-selected springs (see order guide supplemental reference for springs/FGAWR of specific vehicle configurations), Note 1: Restrictions apply; see supplemental reference or body builders layout book for details, Note 2: Also allows for the attachment of a winch, Note 3: Highly recommended to add (86M) dual battery on 7.3L gas engine, Adding (67B) 410 amp dual alternators for diesel engine is highly recommended for max power output	\$250.00
52B	Trailer Brake Controller	\$300.00
67A	350 Amp Dual Alternators -inc: 190 Amp + 160 Amp	\$0.00
86M	Dual 68 AH/65 AGM Battery	\$210.00
ADDITIONAL EQUIPMENT - EXTERIOR		
CODE	DESCRIPTION	MSRP
18B	Platform Running Boards	\$320.00
ADDITIONAL EQUIPMENT - INTERIOR		
CODE	DESCRIPTION	MSRP
76C	Exterior Backup Alarm (Pre-Installed)	\$220.00
872	Rear View Camera & Prep Kit -inc: Pre-installed content includes cab wiring and frame wiring to the rear most cross member, Upfitters kit includes camera w/mounting bracket, 20' jumper wire and camera mounting/aiming instructions	\$415.00
CUSTOM EQUIPMENT		
CODE	DESCRIPTION	MSRP
Delivey	Delivery from Hartford Ford to Green Bay	\$142.00
Keys	4 Keys total	\$120.00
Options Total		\$2,167.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 24361. Data Updated: Jan 2, 2025 6:43:00 PM PST.



Vehicle: [Fleet] 2025 Ford Super Duty F-350 SRW (F3F) XL 4WD Reg Cab 145" WB 60" CA (Complete)

Price Summary

PRICE SUMMARY		MSRP
	Base Price	\$53,665.00
	Total Options	\$2,167.00
	Vehicle Subtotal	\$55,832.00
	Destination Charge	\$1,995.00
	Grand Total	\$57,827.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 24361. Data Updated: Jan 2, 2025 6:43:00 PM PST.

Request Request

To: Beth Nadolski Spears
Public Works Supervisor

From: Nathan Wachtendonk
Fleet Manager

Date: January 22, 2025

Re: Single Axle 1-Ton Dump Truck Cab and Chassis



Background:

The City of Green Bay Parking System utilizes unit 175, a 2007 Ford F350 1-ton dump truck to haul snow from the rooftop of the parking ramps, hauling mulch and other misc. items year-round in the downtown area. Small pickup type dump trucks are needed to meet the height restrictions and limited space in the drive lanes of the parking ramps. Truck 175 has reached the end of its useful service life and the replacement has been approved in the 2025 budget.

Recommendation:

To purchase a single axle 1-ton cab and chassis off the light duty state contract from Ewald's Automotive for the price of **\$51,832** which includes warranty and delivery.

Item: Single Axle 1-Ton Dump Truck Cab and Chassis

Cost: \$51,832

Vendor: Ewald Automotive Group

Account# 431505-55140

Delivery: West Shop



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

MEETING DATE

January 29, 2025

PREPARED BY**AGENDA ITEM # E.16**

Report the award of the Professional Services Contract for 2025 Bridge Inspection Services to Ayres Associates in the amount of \$36,594.

BACKGROUND

Ayres Associates will provide the certified team members to perform required Wisconsin Department of Transportation (WisDOT) Structures Inspection Program Bridge Inspections for 2025. The contract includes Routine Inspection of three (3) structures, a Movable Inspection of one (1) bascule bridge, Dive Inspections/UW Profiles of seven (7) structures and UW Profile/Scour Plan of Action for one (1) structure. The Dive Inspection of B-05-31 I Ray Nitschke Memorial Bridge will also include a special inspection to evaluate the condition of the fender and dolphin piers. If necessary, post-flood inspection of B-05-154 E Mason Street over East River has been included in the contract.

RECOMMENDATION**FISCAL IMPACT**

Funds \$36,594 were included in the 2025 budget.

ATTACHMENTS

- I. Proposal - Ayres - Bridge Inspections 2025



Bridge and Structure Inspection Services 2025

City of Green Bay

January 21, 2025

Ingenuity, Integrity, and Intelligence.

www.AyresAssociates.com



January 21, 2025

Kayla Wasielewski, Civil Engineer
City of Green Bay, Department of Public Works
Via email: kayla.wasielewski@greenbaywi.gov

Re: Request for Proposal for Bridge and Structure Inspection Services 2025

Dear Ms. Wasielewski:

The City of Green Bay knows the importance of high-quality bridge and structure inspection. Ayres has enjoyed completing your inspections the past four years and we look forward to continuing to build on the strength of our professional relationship.

Our structural engineering discipline started with founder Owen Ayres himself, and we've spent decades building and reinforcing our team's unparalleled breadth of knowledge and experience in structural design and inspection. We've continued Owen's legacy with an unyielding commitment to safety, quality, and attention to detail. No matter the project, our partners know they can rely on us to deliver results that endure; that represent the best and safest use of a structure; and that demonstrate the most intelligent use of time, resources, and budget. Our services include:

- Bridges, Buildings, Dams, Culverts, & Pedestrian Structures
- Routine, In-Depth, Underwater, Scour, & Movable Span Inspections
- Damage Assessment/Natural Disaster Emergency Response
- Dam & Gate Inspection
- Miscellaneous Structures – Walls, Poles, Signs, & Foundations
- Non-Redundant Steel Tension Members
- Bridge Load Rating & Analysis
- Feasibility Studies & Rehabilitation Design

Ayres is prepared to staff your project to complete the routine and movable inspections, and for the underwater inspections we will be teaming with Underwater Inspectors, LLC. All inspection teams will meet the requirements of the National Bridge Inspection Standards (Code of Federal Regulations Part 650 Subpart C) and WisDOT's Structure Inspection Manual. Ayres will be the project manager and the primary point of contact and will be on site during all underwater inspections.

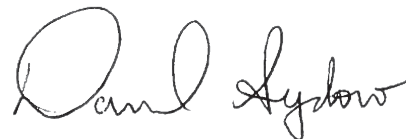
Thank you for considering our qualifications. We look forward to collaborating with you on your upcoming inspection projects. If you have any questions or need more information, please feel free to contact us.

Sincerely,

Ayres Associates Inc.



Cory L. Thomson, PE, CBI
Project Manager – Structural Inspection
920.327.7851 | ThomsonC@AyresAssociates.com



Daniel N. Sydow, PE
Manager – Structural Engineering
715.495.4373 | SydowD@AyresAssociates.com



Firm Information

With a team of 400 innovative problem-solvers nationwide, Ayres stands with integrity behind thousands of projects that strengthen communities and our country's infrastructure, economy, and environment. Our offices are in Wisconsin (Green Bay, Eau Claire (headquarters), Madison, River Falls, and Waukesha), Florida, Colorado, Minnesota, California, and Wyoming.

Clients notice our project managers' ability to translate and transform every detail into actionable, understandable, smoothly coordinated pieces of a successful project. Side-by-side with our client partners, our project managers serve as the confident, communicative navigators at the helm of each project.

Our services include:

- Structural engineering/inspections
- Transportation/traffic engineering
- Construction observation and administration
- Surveying
- Environmental management
- Architecture
- Mechanical, electrical, plumbing
- Grant writing and planning
- Civil site design
- Water resource engineering
- Landscape architecture
- Aerial mapping
- Subsurface utility engineering

Consultant Information

Firm Legal Name:

Ayres Associates Inc.

Local Office:

700 Pilgrim Way, Suite 180
Green Bay, WI 54304

Website

www.AyresAssociates.com

Contact Person's Information

Cory Thomson, PE, CBI

O: 920.327.7851

C: 920.412.8755

ThomsonC@AyresAssociates.com

Year Established

1959

Type of Ownership

Employee-owned corporation



“They provide professional services and require minimal oversight. When issues arise, they offer simple and solid advice on how to address them. When asked to take on additional work, they step up to the plate and deliver.”

Richard King

Oregon Department of
Transportation Local Agency Bridge
Inspection Engineer

Project Understanding

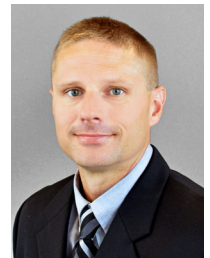
Project Description

This project includes the routine and underwater inspection of bridges that are due in 2025 within the City of Green Bay. The work **in 2025** will include routine inspections for three structures and a movable inspection of one bascule bridge. The project will also consist of dive inspections/UW profiles of seven structures, one UW profile/scour plan of action, and may involve a post-flood inspection of one structure if necessary. The dive inspection of B-5-311 Main Street (USH 141) over the Fox River will also include a special inspection for the condition of the fender and dolphin piers.

All the structures will be inspected to meet the latest criteria and requirements of the Federal Highway Administration (FHWA), the Wisconsin Department of Transportation (WisDOT), the National Highway Institute (NHI), the Bridge Inspectors Reference Manual (BIRM), and the National Bridge Inspection Standards (NBIS) (Code of Federal Regulations Part 650 Subpart C).

Staffing Plan

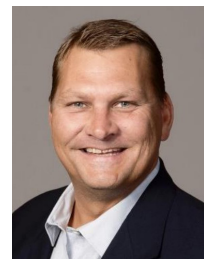
We are prepared to staff your project with an inspection team that meets NBIS and WisDOT requirements. Your project manager will be **Cory Thomson, PE, ITL**. Cory has 20 years of experience in structural inspection, design and construction, and project management. He will be assisted by other qualified inspection team leaders that have attended the required NHI courses and are approved by WisDOT and with staff that are familiar with structural inspection.



The movable inspection team leader will be **Rick Maslyn, ITL**. Rick brings over 35 years of experience in the inspection services completing routine and movable inspections throughout the country.



The dive supervisor, underwater inspection team leader, and lead diver will be **Eric Hogden, ACDE** (Underwater Inspectors, LLC). Eric has 31 years of experience in bridge substructure inspection, construction, and repairs.



The project will include field inspection of bridges as described above and associated reporting. The inspection team will mobilize to each bridge site with the necessary equipment needed for the required inspections. The reports for the required structures will be processed using WisDOT's HSIS.

Firm Qualifications

Ayres has inspected more than 18,000 bridges and performed more than 3,000 underwater inspections nationwide. We've been doing routine and underwater bridge inspections in Wisconsin since 1971. As a firm, we've completed bridge inspections for 90 county/city/village/town clients in Wisconsin. Ayres is also the Bridge Inspection program manager for the following counties: Brown, Door, Kewaunee, Calumet, Menominee, Racine, and Polk.

Ayres and Underwater Inspectors have been teaming together for the past four years and have successfully completed over 100 underwater bridge inspections in Wisconsin and Michigan. Our proven track record of conducting underwater inspections safely, efficiently, and successfully has earned a master underwater inspection contract with the Wisconsin Department of Transportation in 2024. Qualifications and resumes for the staff members we propose to complete the structure inspection of the bridges within the City of Green Bay can be found in our Project Team section, beginning on Page 7.



Our structural inspectors offer time-tested expertise and trustworthy assessment to be sure your structures remain durable and safe. Our inspectors are well-trained in the latest industry standards and continuing education and are fully capable of completing the inspections for the City of Green Bay.

Scope of Services

Ayres will provide the following scope of services:

- Notify the City of Green Bay of the bridge inspection schedule in the month before the month the inspections are due.
- The inspections will conform to and be in accordance with Wisconsin Statutes 84.17 and Trans 212 Standards for Inspections of Bridges in the State of Wisconsin. The inspections will also be in conformance with the National Bridge Inspection Standards (NBIS) and procedures set out in the Wisconsin Department of Transportation (WisDOT), State of Wisconsin Structure Inspection Manual.
- Mobilize to each bridge an inspection team that meets the WisDOT requirement and the NBIS to complete routine inspections of structures, including a movable inspection in 2025.
- Obtain necessary photos for each bridge to record the general inventory condition and deficiencies apparent at the time of inspection.
- Complete underwater profiles of the structures identified by City of Green Bay.
- Provide data entry in the Highway Structures Information System (HSIS) for the necessary inspections.
- Provide a special inspection for B-5-311 Main Street (USH 141) over the Fox River to include the condition of existing fender HP piles and dolphin sheet piles for corrosion and any section loss. Provide a document detailing the locations and quantities of any corrosion, section loss or damage to the fender HP piles and dolphin steel piles.
- Complete a post-flood inspection of B-05-0154 Mason Street over East River if necessary and directed by the City of Green Bay.
- Provide draft digital copies for the City of Green Bay to review to provide feedback and to identify any changes to maintenance that has been completed on the structures.
- Provide digital copies of the final inspection reports and photos to the City of Green Bay.



“The level of safety precaution that Ayres took in conducting this type of inspection made us feel very confident. You could see immediately that the inspectors knew what they were doing – that they had done this before. With that level of expertise and attention to detail, it was obvious we had teamed with the right people.”

David Jauregui

New Mexico State University's
department head of civil engineering

Similar Projects

Our team has a wide variety of bridge inspection experience for cities, towns, villages, and counties throughout Wisconsin which include routine, underwater, non-redundant steel tension member, and movable inspections. We invite you to contact the following references for a firsthand account of the quality of our inspection services and dedication to our clients.

City of Green Bay

Contact

Information:

Kayla Wasielewski,
Civil Engineer,
920.448.3100,
kayla.wasielewski@
greenbaywi.gov

Contracts
have included
inspections
in 2021, 2022,
2023, and 2024

for routine inspection of 33 bridges, movable and non-redundant steel tension member inspection for one bridge. Routine inspections included completing underwater profiles and scour plan of action.



2022 City of Green Bay Routine Inspection

City of Racine

Contact

Information:

John Rooney,
Commissioner
of Public Works,
262.636.9191,
John.Rooney@
cityofracine.org

Contracts
have included
inspections
every year from

2010 through 2024 for routine inspection of 24 bridges, movable and non-redundant steel tension member inspections for two bridges, and underwater inspection of four bridges.



2022 City of Racine Movable Inspection

City of Manitowoc

Contact Information: Greg Minikel, Engineering Division Manager, 920.686.6910, gminikel@manitowoc.org

Contracts have included inspections in 2007, 2013, 2014, 2016, 2018, 2020, and 2024 for routine, non-redundant steel tension member, and movable bridge inspections. The routine inspections involve 13 bridges.

City of Sheboygan

Contact Information: Kevin Jump, PE, City Engineer, 920.459.3440, Kevin.Jump@sheboyganwi.gov

Contracts have involved inspections in 2005, 2007, 2011, 2012, 2013, 2015, 2017, 2019, 2021, 2022, and 2023 and have included routine inspection, as well as underwater inspection of five bridges, non-redundant steel tension member inspections on the 8th Street Bridge over the Sheboygan River, and movable bridge inspections.

City of Milwaukee

Contact Information: Siba Rahman, Project Engineer, City of Milwaukee DPW, Bridge and Buildings, 414.286.0468, srahma@milwaukee.gov

Contract included underwater inspection of two bridges in 2024. Both bridges are on a two-year underwater inspection interval because they are scour critical.

Racine County

Contact Information: Chris Gallagher, PE, Racine County Engineering Manager, Department of Public Works and Development Services, 262.886.8440, Christopher.Gallagher@racinecounty.com

Contracts have involved inspections in 2008, 2010, 2012, 2014, 2015, 2016, 2017, 2018, 2020, 2021, 2022, 2023, and 2024 involving routine and underwater inspection of bridges, including initial inspections and trail structures. Ayres also provides inspection program manager services.

Calumet County

Contact Information: Chad Scheinoha, Highway Superintendent, 920.849.1434, chad.scheinoha@calumetcounty.org

Contracts have included inspections every year from 2012 through 2024, including routine inspection of 54 bridges, as well as underwater, initial, and damage inspections. Ayres provides inspection program manager services.

Kewaunee County

Contact Information: Marty Treml, Highway Commissioner, 920.388.3707, treml.marty@kewauneeco.org

Contracts have involved inspections in 1998 and every year from 2013 through 2024, including the routine inspection of 75 bridges as well as underwater inspection of 7 bridges. Ayres also provides inspection program manager services.

Door County

Contact Information: Thad Ash, Highway Commissioner, 920.746.2500, tash@co.door.wi.us

Contracts have involved inspections in 2002, 2004, 2006, 2008, 2010, 2012, 2014, 2016, 2018, 2019, 2020, 2022, and 2024 involving routine inspection of nine bridges, as well as the initial underwater inspection of two bridges. Ayres also provides inspection program manager services.





“Every expectation was met or exceeded in a professional manner.

There were no problems of any kind, and every aspect of the relationship was smooth.”

Mark Alder

Project Manager,
Rodney P. Kinney Associates

Project Team

Many firms can do the work. What makes the difference is the people who you want to work with. Throughout the country, from busy cities to remote mountainous areas, our team members have managed or participated in numerous contracts requiring National Bridge Inspection Standards (NBIS) inspections on varying schedules. We're accustomed to travel and completing this work whether it's near or far.

Not only are we well-trained, but our key staff members also teach others throughout the country. They're involved in federal research projects and teach Federal Highway Administration-National Highway Institute (FHWA-NHI) bridge inspection courses such as 130055, the two-week Safety Inspection of In-Service Bridges; and 130078, Fracture Critical Inspection Techniques for Steel Bridges.

Resumes for the primary team members working on your project can be found on the pages that follow.





Cory Thomson, PE, ITL

Project Manager/Inspection Team Leader

Cory has more than two decades of experience, mostly with Ayres. He brings a wide range of experience in construction observation and design on freeway, rural roadway, and municipal street projects. As a construction project engineer, Cory provides full on-site construction observation services, including quality control testing, erosion control review, traffic control review, public involvement, and quantity measurement and documentation. Cory provides services in the design phase as well, including project management, roadway design, and urban street and utility design. Cory also provides structural inspection, including topside and underwater inspection of a variety of bridges as well as ancillary structure inspection as a qualified inspection team leader. He has completed bridge inspections for state and local government agencies and has prepared the associated reports.

Total Experience

22 Years

Registrations

Registered Professional Engineer, WI, MI, AZ, FL

Certifications/Training

Certified Bridge Inspector, WI, FL, MI

Stream Stability and Scour at Highway Bridges, FHWA, NHI, 2021

Inspection and Maintenance of Ancillary Highway Structures, FHWA, NHI, 2021

WisDOT Structure Inspection Refresher Training, 2019

Bridge Inspection Refresher Course, FHWA, NHI, 2018

Inspection of Fracture Critical Bridge Members, NHI, 2016

Underwater Bridge Inspection, NHI, 2014

WisDOT Bridge Inspection Update Training, 2014

Inspection Team Leader, WI, 2005

Safety Inspection of In-Service Bridges Certificate, FHWA, NHI, 2005

Education

BS, Civil Engineering, University of Wisconsin-Platteville

Select Experience

- City of Green Bay 2021-2024 Bridge Inspections
- City of Manitowoc 2020, 2024 Routine Bridge Inspections
- City of Manitowoc Movable Bridge Inspection 2016, 2024
- Town of Green Bay 2020, 2022, 2024 Bridge Inspections
- Winnebago County 2024 Underwater Bridge Inspections
- Marquette County, MI, 2024 Underwater Bridge Inspections
- Calumet County Bridge Inspections 2020-2024
- Town of New Denmark 2020, 2022, 2024 Bridge Inspections
- Town of Luxemburg Bridge Inspection 2020, 2022, 2024
- Racine County 2020-2022 Bridge Inspections
- Walworth County 2020 Routine Bridge Inspections
- Kewaunee County Bridge Inspection 2018-2024
- Menominee County Bridge Inspection 2020, 2022, 2024
- Door County 2020, 2022, 2024 Routine Bridge Inspections
- Winnebago County 2020 Bridge Inspection
- City of Racine Bridge Inspection 2018, 2022, 2024
- City of Watertown 6-Month Routine Bridge Inspection 2016
- City of Sheboygan 2015 Bridge Inspection
- Iron County, MI, 2020-2022 Routine Inspections
- Gogebic County, MI, 2020-2022 Routine Inspections
- Menominee County, MI, 2019-2020, 2022, 2024 Bridge Inspections
- Chippewa County, MI, 2020-2022, 2024 Bridge Inspections
- Michigan DOT Statewide Movable Bridges Underwater Inspection
- Chippewa County, MI, Caribou Lake Dam Inspection 2019



Rick Maslyn, ITL

Movable Inspection Team Leader

Rick brings 35 years of experience, having inspected many large, complex, and fracture critical bridges throughout the country. His recent experience includes inspections of many large bridges throughout Florida, including the signature cable-stayed Sunshine Skyway Bridge near St. Petersburg, several large bridges in Jacksonville, and high-level structures in remote, forested areas in Oregon using an under-bridge inspection vehicle. For these projects, Rick has led teams as small as two to as large as 16, the current size of Ayres' Structural Inspection Group. As supervisor of this group, Rick has managed large-scale inspection projects for many years, constantly refining the group's skills to do the work better and more efficiently.

Total Experience

39 Years

Certifications/Training

WisDOT Structure Inspection Refresher Training, 2019

Bridge Inspection Refresher Course, FHWA, NHI, 2018

Inspection Team Leader, WI, 2011

Inspection and Maintenance of Ancillary Highway Structures (NHI 130087), 2011

Underwater Bridge Inspection, FHWA, NHI, 2011

Certified Bridge Inspector, NICET, Level 4, NICET, 2010

Stream Stability and Scour at Highway Bridges Certification (NHI135047), 2009

National Highway Institute (NHI) Certified Instructor, 2008

FHWA NHI 130099A Bridge Inspection Nondestructive Evaluation Seminar, 1998

Movable Bridge Inspection Seminar, 1997

Inspection of Fracture Critical Bridge Members, NHI, 1993

Safety Inspection of In-Service Bridges Certificate, FHWA, NHI, 1992

Engineering Concepts for Bridge Inspectors, FHWA, NHI Certificate, 1992

Select Experience

- City of Green Bay 2021-2024 Bridge Inspections
- City of Racine 2020, 2022, 2024 Movable/Fracture Critical Bridge Inspections
- Underwater Inspection 2024, Jacksonville, FL
- St. John's River Power Park Conveyor Truss Bridge Inspection 2023, Jacksonville, FL
- FDOT District 7 Underwater Quality Assurance Inspections 2020, Various, FL
- Movable Bridge Inspection 2020, Various, FL
- City of Titusville, FL, Bridge Inspection 2020
- City of Racine Bridge Inspections 2020
- Seminole County, FL, 2020 Bridge Inspections
- Walworth County Bridge Inspections 2020
- Sunshine Skyway Corridor Inspections, 2018-2020
- City of Albany, OR, 2015 Bridge Inspections
- Kennedy Space Center Bridge Inspections 2013, Orsino, FL
- Kennedy Space Center Bridge Inspections 2011-2012, Orsino, FL
- City of Racine Bridge Inspection 2012 (Non-movables)
- Wisconsin DOT Statewide Underwater Bridge Inspection
- Winnebago CTH "K" Bridge Inspection 2012
- Village of Hartland Bridge Inspection 2012
- City of Racine State Street Bridge Inspection 2012
- City of Racine Main Street Bridge Inspection 2012
- Menominee County Bridge Load Ratings 2012
- Byllesby Dam Underwater Structural Inspections 2011, Dakota County
- Chippewa County, MI, Bridge Inspections 2011
- Menominee County, MI, Bridge Inspections 2011



UNDERWATER
INSPECTORS, LLC



Eric Hogden, ACDE, ITL

Dive Supervisor/Lead Diver/Inspection Team Leader

Eric has over 31 years of experience conducting underwater investigations in adverse and hazardous environments, including 28+ years of experience in bridge substructure inspection, construction, and repairs. He has been team leader/inspector diver on over 3,000 underwater bridge inspections involving over 8,000 substructure units. Overall, Eric has been responsible for management and successful completion of underwater projects, including diving support on some of the largest regional infrastructure projects. Eric owns and operates a small commercial diving business, meeting the needs of state departments of transportation in Michigan, Wisconsin, Minnesota, and Iowa, as well as hundreds of construction projects and inspections since 1995. He has extensive experience in the pre-design surveying and inspection, repair/rehabilitation recommendation and remediation, maintenance recommendation, construction inspection, post-construction follow-up and inspection processes.

Total Experience

31 Years

Registrations

Association of Commercial
Diving Educators (ACDE)
Certified Commercial Diver

Certifications

In-Service Bridge Inspection
Update Training, WisDOT, 2019,
2022

Underwater Bridge Repairs,
Rehabilitation and Scour
Countermeasures, NHI, 2013

Underwater Bridge
Repair, Rehabilitation and
Countermeasures, NHI, 2013

Underwater Bridge Inspection,
NHI, 2011

Bridge Inspection Refresher,
NHI, 2011

Safety Inspection of In-Service
Bridges, NHI, 1994

Education

AAS, Civil Engineering
Technician (Highway
Emphasis), Mid-State Technical
College, Wisconsin Rapids

Select Experience

- 2024 Calumet County, WI, UW Bridge Inspections
- 2024 Kewaunee County, WI, UW Bridge Inspections
- 2024 City of Milwaukee, WI, UW Bridge Inspections
- 2024 Winnebago County, WI, UW Bridge Inspections
- 2024 Marquette County, MI, UW Bridge Inspections.
- 2023 Chippewa County, MI, UW Bridge Inspections
- 2023 Ottawa County, MI, UW Bridge Inspections
- 2023 St. Joseph County, MI, UW Bridge Inspections
- 2023 Iosco County, MI, UW Bridge Inspections
- 2023 City of Mount Clemens, MI, UW Bridge Inspections
- 2022 Menominee County, MI, UW Bridge Inspections
- 2022 Adams County, WI UW Bridge Inspections
- 2022 Sheboygan County, WI UW Bridge Inspections
- 2022 Waukesha County, WI UW Bridge Inspections
- 2022 Chippewa County, WI UW Bridge Inspections
- 2022 Outagamie County, WI UW Bridge Inspections
- 2017 – 2022 WI/MI Border Bridge Underwater Inspections, Marinette County, WI
- MNDOT Eisenhower Bridge Cofferdam/Test Piling Inspection, Redwing, MN
- WisDOT South 1st Street over Kinnickinnic River, Milwaukee, WI
- WisDOT Statewide Bridge Construction Projects – Underwater Inspection



Kris Olson, PE, ITL, CBI

Inspector Team Leader, QA/QC

Kris has 25+ years of bridge design experience, including many years of leading teams that have completed successful projects for state and local transportation agencies. In addition to his bridge and culvert engineering and design experience, multiple counties have trusted Kris with managing and performing inspections of their bridges. He has experience on the consulting side and the public-sector side of projects.

Kris manages bridge replacement and rehabilitation projects, provides attentive client communication throughout projects, and mentors junior staff members on the technical and people aspects of the work we do for clients.

Total Experience

28 Years

Registrations

Registered Professional Engineer, WI

Certifications

Certified Bridge Inspector, WI

Education

BS, Civil Engineering, Valparaiso University, Valparaiso, IN

Select Experience

- Brown County 2022 Bridge Inspections
- Shawano County Routine Bridge Inspections 2022
- Polk County Bridge Inspections 2022
- Mukwonago Island Club Home Association Bridge Inspection
- Village of Hartland 2022 Bridge Inspections
- Calumet County Bridge Inspections 2022
- USH 41 over Little Suamico River Bridge Rehabilitation, Oconto County
- USH 51 Bridge Deck Overlay and Replacement , Iron County
- USH 2 Bridge Deck Overlay and Replacement, Iron County
- Polk CTH "K" over Wapogasset Branch
- Watertown Cady Street over Rock River Bridge Rehabilitation
- Town of Hustisford, Dodge County, St. Helena Road over Dead Creek
- Town of Lowell, Dodge County, Well Road over Shaw Creek
- Town of Washburn, Clark County, Cardinal Avenue over Rock Creek
- Dodge CTH "NP" over Butler Creek
- Town of Hubbard, Dodge County, Wildcat Road over Wildcat Creek



Total Experience

7 Years

Certifications/Training

Inspection Team Leader, WI, 2019

Fracture Critical Inspection Techniques for Steel Bridges, FHWA, NHI, 2021

Safety Inspection of In-Service Bridges Certificate, FHWA, NHI, 2020

PADI Open Water Scuba Diver, 2015

Education

BS, Civil Engineering, University of Wisconsin-Platteville

Memberships

American Society of Civil Engineers

Joseph Bluma, PE, ITL

Inspection Team Leader/Load Rating Engineer

Joe joined Ayres' structural engineering staff in June 2017, bringing two summers of experience as a student engineer trainee intern with the Wisconsin Department of Transportation. He has experience in construction inspection and administration on structural design projects, including the Hale Interchange in Milwaukee County and the Pilgrim Road and Dousman/Golden Lake Bridges in Waukesha County.

Joe's responsibilities include assisting with the engineering and inspection of various types of highway, railroad, and pedestrian bridges and related structures, including long-span bridges, curved and highly skewed bridges, and sign and pedestrian bridges; bridge rehabilitation and structural repairs; foundations and retaining structures; manholes; dams; and other miscellaneous structures.

Select Experience

- City of Racine 2020, 2022, 2024 Movable/Fracture Critical and Routine Bridge Inspections
- City of Burlington 2020, 2022, 2024 Bridge Inspections
- City of Ironwood, MI, 2022, 2024 Bridge Inspections
- Iron County, MI, 2020, 2022, 2024 Inspections
- Gogebic County, MI, 2022, 2024 Bridge Inspections
- Polk County Bridge Inspections, 2022, 2024
- Racine County Bridge Inspections, 2022, 2024
- Village of Mukwonago Island Club Home Association Bridge Inspection, 2022, 2024
- Village of Hartland Bridge Inspections 2022
- Kewaunee County Routine Bridge Inspections 2020-2022
- Town of Casco Bridge Inspections 2020-2022
- Town of Franklin Bridge Inspections 2020-2022
- City of Algoma Bridge Inspection 2020, 2022
- Town of Red River Bridge Inspection, 2022-2023
- Town of Carlton Bridge Inspection 2020, 2022
- Town of Luxemburg Bridge Inspection 2020, 2022-2023
- Walworth County 2020 Routine Bridge Inspection
- City of Superior Barker's Island Bridge Inspection and Load Rating 2019
- Door County Routine Bridge Inspection 2018, 2022



“The project went extremely well. ... I just want to thank you again on the super work you did on the specs and prints. The project went smoothly due to accurate and well-planned documents that you ... provided.”

Steve Gering

Assistant Director of Facilities,
UW-Green Bay

Proposed Schedule

Our anticipated time schedule to complete the City's bridge and structure inspections is outlined below.

2025 Bridge and Structure Inspections

February

- Prepare field inspection reports for movable inspection of B-05-0311
- Prepare field equipment and inspection vehicle
- Hold inspection team meeting to review project scope and task

March

- Provide the City of Green Bay 48-hour notice of the movable bridge inspection of B-05-0311
- Complete movable inspection of B-05-0311 in March or April but no later than April 11, 2025
- Prepare field inspection reports for the underwater inspections
- Prepare field equipment, boat, and inspection vehicles
- Hold inspection team meeting to review project scope, underwater inspection procedures, and tasks
- Provide anticipated underwater inspection schedule to the City of Green Bay and continue coordination until inspections are completed

April

- Complete movable inspection draft report in HSIS
- Complete internal QC review of movable inspection draft report and address any comments
- Provide draft report of the movable inspection to the City of Green Bay to review and identify any changes to maintenance that has been completed on the structure
- Finalize movable report and provide digital copy of report and photos to City of Green Bay
- Complete underwater inspection and underwater profiles of the bridges directed by the City of Green Bay, and special inspection of the fender and dolphin system of B-05-0311

May

- Complete underwater inspection draft reports in HSIS
- Complete internal QC review of underwater inspection draft reports and address any comments



“Ayres is a bigger firm than some of the other consultants we work with, and they have a lot of depth in a number of disciplines. They have the expertise in foundations and hydraulics and hydrology, and they can really tap into some of those areas.”

Dave O'Donahue

U.S. Department of the Interior
Supervisory Civil Engineer

- Provide draft report of the underwater inspections to the City of Green Bay to review and identify any changes to maintenance that has been completed on the structure
- Finalize underwater inspection reports and special inspection document and provide digital copy of reports and photos to City of Green Bay

September

- Prepare field inspection reports
- Prepare field equipment and inspection vehicle
- Hold inspection team meeting to review project scope and task
- Coordinate with the City of Green Bay

October

- Complete routine inspections of the bridges directed by City of Green Bay

November

- Complete routine inspection draft reports in HSIS
- Complete internal QC review of the routine inspection draft reports and address any comments
- Provide draft reports of the routine inspections to the City of Green Bay to review and identify any changes to maintenance that has been completed on the structure

December

- Finalize routine reports and provide digital copy of report and photos to City of Green Bay

Additional

- Complete interim post-flood inspection of B-05-0154 as directed by the City of Green Bay

Proposed Fees

Hourly Rates

CLASSIFICATION	2025 HOURLY RATE
Engineer 4	\$154.60 - \$174.81
Engineer 3	\$137.20 - \$147.70
Engineer 2	\$110.20 - \$124.30
Engineer 1	\$93.20 - \$105.50
Structural Inspector 3	\$151.50 - \$194.70
Structural Inspector 2	\$94.56 - \$132.42
Structural Inspector 1	\$76.74 - \$86.16
Technician 5	\$110.43 - \$124.77
Technician 4	\$96.27 - \$110.43
Technician 3	\$88.61 - \$96.27
Technician 2	\$77.71 - \$88.61
Technician 1	\$62.85 - \$77.71
Manager	\$195.52 - \$218.30
Administrative Assistant	\$60.56 - \$96.70

For each classification, specific rates will depend on the level of experience required to meet project needs and goals.

This rate schedule covers normal and customary services only.



Consultant Contract Fee Breakdown

2025

Quantity	Inspection Type	Unit Price	Total Cost
1 LS	Movable Bridge Inspection	\$ 11,200.00 /LS	\$ 11,200.00
1 LS	Special Inspection B-5-311	\$ 3,300.00 /EA	\$ 3,300.00
7 EA	Underwater Dive Inspections	\$ 2,450.00 /EA	\$ 17,150.00
8 EA	UW-Profiles	\$ 254.00 /EA	\$ 2,032.00
1 EA	Scour Plan of Action	\$ 65.00 /EA	\$ 65.00
3 EA	Routine Bridge Inspections	\$ 449.00 /EA	\$ 1,347.00
2025 Inspection Total Cost			\$35,094.00

As Needed - Post Flood Inspection

Quantity	Inspection Type	Unit Price	Total Cost
1 EA	Post Flood Inspection B-5-154	\$1,500.00 /EA	\$ 1,500.00
Post Flood Inspection (Per Occurance)			\$1,500.00

Exceptions

The City of Green Bay's Standard Agreement for Professional Services is acceptable by Ayres for use in this project if the following changes are made. We believe we can come to an agreement on contract language as we have done for many past contracts with the City.

5. INDEMNIFICATION (HOLD HARMLESS) AGREEMENT

Consultant hereby agrees to indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly ~~or indirectly~~ caused, occasioned, or contributed to in whole or in part ~~or claimed~~ to be caused, occasioned, ~~or contributed to in whole or in part~~; by reason of any act, omission, fault, or negligence, whether active or passive, of Consultant or of anyone acting under its direction or control or on its behalf ~~that are not related to professional services (it being expressly understood and agreed that Consultant's indemnification obligations for Consultant's professional services are solely covered in the following paragraph)~~, even if liability is also sought to be imposed on City, its elected and appointed officials, officers, employees, agents, representatives and volunteers ~~within the limits of Ayres' general commercial liability insurance~~. The obligation to indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable ~~unless liability results from the sole except to the extent that liability results from the~~ negligence of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

Consultant will indemnify and hold harmless the City for any claims by reason of its negligent acts, errors or omissions for professional services. The obligation to indemnify and hold harmless the City, its elected

and appointed officials, officers, employees, agents, representatives and volunteers and each of them, shall be applicable except to the extent the liability results from the negligence of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

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

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

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

8. ACCESS/UTILITIES

The City will arrange access to the site, as necessary, for Consultant to complete the work. Consultant will take reasonable precautions to minimize any damage to the site due to its operation. Site restoration is not included unless specifically requested by the City.

Consultant is responsible for locating public utilities and agrees to indemnify and save the City harmless from all claims, suits, losses, cost and expenses including attorney's fees as a result of any personal injury, death or property damage occurring from damage to public utilities ~~arising from the negligence of the Consultant~~. Consultant shall coordinate with a private locating service for locating utilities on private property.



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

MEETING DATE

January 29, 2025

PREPARED BY

AGENDA ITEM # E.17

Consideration with possible action on request by Department of Public Works to award Contract SEWERS 4-24 BAIRD CREEK STORMWATER RESTORATION PROJECTS to the low responsive, responsible bidder.

BACKGROUND

The project consists of restoration work in drainage areas off of Twin Pines Ct. (Part A) and off of Burgundy Ct. (Part B). These are ARPA funded projects under the category of Stormwater, Green Infrastructure and Climate Resilience. The projects will stabilize slopes within the drainage areas and help to prevent further erosion.

RECOMMENDATION

To allow Director of Public Works to award the contract Sewers 4-24 Stormwater Restoration Projects at Baird Creek.

FISCAL IMPACT

The projects are funded using ARPA funds.

ATTACHMENTS

None



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

MEETING DATE

January 29, 2025

PREPARED BY

AGENDA ITEM # E.18

Report of actions taken by the Department of Public Works.

A. Granting of Licenses

1. Sidewalk Builder

- a. Loera Concrete, LLC
- b. Bryan McEwen Concrete, LLC
- c. Dorner Equipment Sales & Service, LLC
- d. Bayside Concrete Construction
- e. Bayland Buildings, Inc.
- f. Kurowski Construction
- g. Carter Trucking & Excavating, Inc.
- h. IEI General Contractors, Inc.
- i. J&S Concrete Services, LLC

2. Tree & Brush Trimmer

- a. Consciously Fresh Tree Service, LLC
- b. A-I Tree Service, Inc.

3. Underground Sprinkler System

- a. ADC Maintenance, LLC

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

January 29, 2025

PREPARED BY

AGENDA ITEM # E.19

Consideration with possible action on request by Department of Public Works to amend the award of professional services contracts for Native Vegetation Management at Stormwater Facilities to McMahon Associates, Inc.

BACKGROUND

The City of Green Bay Department of Public Works is responsible for the management and maintenance of stormwater management facilities throughout the City. The City relies on consultants for the maintenance of the native vegetation within the stormwater ponds, swales, etc. that are managed by the Stormwater Utility. On January 21, 2025, Council awarded a contract to McMahon Associates, Inc. to perform vegetation management services. This agenda item is for an amendment that would add an additional stormwater management pond to the agreement with McMahon for vegetation management services.

RECOMMENDATION

To approve a recommendation from the Department of Public Works to amend the professional engineering services contract for Native Vegetation Management at Stormwater Facilities with McMahon Associates, Inc. by \$1,750 so that the new total cost is \$51,235 for services in 2025.

FISCAL IMPACT

Total fiscal impact of this contract is \$51,235. The work is funded within the 2025 Stormwater Utility budget.

ATTACHMENTS

1. McMahon - Proposal
2. Woods at Baird Creek Pond (P049) - Agreement For Professional Services

PROPOSAL

DECEMBER 18,
2024

ENVIRONMENTAL DESIGN SERVICES

NATIVE VEGETATION MANAGEMENT AT STORMWATER FACILITIES



**CITY OF
GREEN BAY**
BROWN COUNTY, WII



McMAHON. YOUR FULL-SERVICE DESIGN & CONSULTING FIRM

- Architecture
- Environment & Infrastructure
- Water & Wastewater
- Structures & Building Systems
- Public Safety & Municipal Management
- Industry

Wisconsin | Illinois | Indiana 920.751.4200 MCMGRP.COM

McMAHON
ENGINEERS ARCHITECTS

December 18, 2024

City of Green Bay

Attn: Adam Meade Email: Adam.Meade@greenbaywi.gov

Valerie Joosten Email: Valerie.Joosten@greenbaywi.gov

100 N. Jefferson Street, Room 300

Green Bay, WI 54301

Re: Request for Proposal

City of Green Bay

McM. No. M0032-09-99-00012

Dear Adam and Valerie,

McMahon Associates, Inc. (McMahon) is pleased to submit the attached information in response to the Request for Proposal for the City of Green Bay.

I will serve as your primary contact with McMahon. I am an Associate of the firm with over 30 years of experience at McMahon. Below is my contact information:

Stuart A. Boerst, P.S.S., P.H.

McMahon Associates, Inc.

1445 McMahon Drive | PO Box 1025

Neenah, WI 54956 | 54957-1025

Email: sboerst@mcmgrp.com

Phone: 920.751.4200 | 920.808.3721 (cell)

We appreciate the opportunity to provide a Proposal for this project. We look forward to working with and committed to the City of Green Bay. If you have any questions after reviewing this Proposal, please contact me.

Respectfully,

McMahon Associates, Inc.



Stuart A. Boerst, P.S.S., P.H.

Associate / Senior Hydrogeologist / Ecologist

PROPOSAL

STATEMENT OF UNDERSTANDING

The City of Green is looking to have native prairie species, cool-season grasses, and emergent and submergent plants maintained within and around stormwater management facilities. The purpose is to control invasive species, maintain the planned vegetation, and ensure the long-term functionality of the stormwater facilities.



SCOPE OF SERVICES

McMahon Associates, Inc. (McMahon) proposes the following Scope of Services at the following stormwater management facilities:

GROUP 1

- P & G Mitigation Pond (P06)
- Huron & Sitka Pond (P07)
- Royal Woods Pond (P08)
- Barina Creek (P022)
- Juza-Shorewood Heights Pond (P023)
- Berger Street Pond (P034)
- Mossy Oak Pond (P038)
- Christa McAuliffe Pond (P042)
- Webster Avenue Swales (P046)
- Eaton Heights Pond (P019)

GROUP 2

- Baird Creek Preserve Northwest Pond (P09)
- Baird Creek Preserve Northeast Pond (P011)
- Excalibur Pond (P021)
- Basten Street Wetland (P033)
- Larscheid Pond (P035)
- Mills Street Pond (P039)
- Superior Road Pond (P041)

GROUP 3

- I-43 Northwest Pond (P02)
- I-43 Northeast Pond (P03)
- Stone Gardens Pond (P016)
- Brown County Farm (P018)
- Mahon Creek 1st Addition Pond (P020)
- Mahone Creek Estates Pond (P040)
- Seymour Park East (P048)

SCOPE OF SERVICES

McMahon proposes to maintain the vegetation at each facility as follows:

- Conduct inspections, both terrestrial and aquatic to assess the condition of stormwater facilities.
- Apply herbicide as needed to control invasive terrestrial and emergent plant species in compliance with ATPC 29.52(3) and the City's pesticide use policy.
- Submit copies of herbicide application reports, permits, and correspondence with property owners or others for the City's records.
- Prepare, submit and secure any permits required for the work (e.g. City obstruction permits, Wisconsin Department of Natural Resources aquatic permits).
- Remove woody vegetation from the pond and associated structures.
- Provide periodic inspection reports and updates to the City.
- Perform prescribed burns, as needed. Coordinate with the City and Fire Department, notify adjacent landowners, and secure necessary permits and fees.
- Repair areas within stormwater facilities to re-establish planned vegetation.
- Conduct mowing activities for vegetation management.
- Perform thinning of emergent plants as needed.
- Control shoreline woody vegetation.
- Submit an annual report by the end of each year documenting all work completed and proposed maintenance for the following year.

The contractor shall provide advance notice for any field work at the ponds. A minimum 24-hour notice shall be provided for herbicide application and 48-hour notice for planned prescribed burns.

Due to the NFL Draft, no field work will be performed from Monday, April 21, 2025 through Monday, April 28, 2025, unless authorized by the City.

GROUP 1

P & G MITIGATION POND/VOYAGER DRIVE SWALE (P06)

- Invasive species will be controlled with the appropriate herbicides within the Voyager Drive Swale focusing on phragmites, cattail and purple loosestrife but will also address other invasive species.
- Invasive species will be controlled with the appropriate herbicides within the management area of the P&G Mitigation Pond focusing primarily on phragmites but will treat other invasive species. Due to the large presence and densities of phragmites, introduction of native species will occur after effective eradication of phragmites in following years.



SCOPE OF SERVICES



- There is a good quality prairie approximately 1 acre in size on the east side of the pond and scattered prairie plants in other areas of the uplands areas that are not wooded. We recommend a prescribed burn be conducted in the future to revitalize the prairie habitat, which will promote further development and conversion to higher percentages of native herbaceous species.

HURON & SITKA POND (P07)

- Invasive species will be controlled with the appropriate herbicides focusing on but not limited to Canada thistle, crown vetch, sweet clovers, Queen Annes lace, reed canary grass, Kentucky bluegrass, common burdock and woody species.
- Invasive species will be controlled in the wet meadow and emergent communities including phragmites and cattails.

ROYAL WOODS POND (P08)

- Invasive species will be controlled with the appropriate herbicides, spot mowing and hand pulling focusing on but not limited to Canada thistle, bull thistle, crown vetch, sweet clovers, Queen Annes lace, reed canary grass, Kentucky bluegrass, Japanese hedge parsley and common burdock.
- Invasive species will be controlled in the wet meadow and emergent communities including phragmites and cattails.

BARINA CREEK (P08)

- Invasive species will be controlled in the uplands with the appropriate herbicides, spot mowing and hand pulling focusing on but not limited to Canada thistle, bull thistle, sweet clovers, Queen Annes lace, reed canary grass, quack grass, common teasel, common burdock and phragmites.
- Invasive species will be controlled in the wet meadow and emergent communities including phragmites and cattails.
- Spot herbicide invasive woody vegetation consisting of willow, cottonwood and other aggressive woody species.

JUZA-SHOREWOOD HEIGHTS POND (P023)

- Invasive species will be controlled with the appropriate herbicides, spot mowing and hand pulling focusing on but not limited to Canada thistle, bull thistle, sweet clovers, Queen Annes lace and reed canary grass.
- Invasive species will be controlled in the wet meadow and emergent communities including phragmites and cattails.

SCOPE OF SERVICES

BERGER STREET POND (P034)

- Complete a prescribed prairie burn in the spring of 2025.
- Invasive species will be controlled in the uplands and wet meadow with the appropriate herbicides, spot mowing and hand pulling focusing on but not limited to Canada thistle, bull thistle, sweet clovers, Queen Annes lace, reed canary grass, bird's foot trefoil, common burdock, crown vetch and leafy spurge.
- Invasive species will be controlled in the wet meadow and emergent communities including phragmites and cattails.
- Monitor and treat Japanese knotweed if observed on the west slope.



MOSSY OAK POND (P038)

- Invasive species will be controlled in the uplands and wet meadow with the appropriate herbicides, spot mowing and hand pulling focusing on but not limited to Canada thistle, bull thistle, sweet clovers, Queen Annes lace, reed canary grass, bird's foot trefoil, butter and eggs, garlic mustard, nodding thistle, elecampane, and crown vetch.
- Invasive species will be controlled in the wet meadow and emergent communities including phragmites and cattails.
- Monitor eroded areas in order to determine if re-seeding is necessary.

CHRISTA MCAULIFFE POND (P042)

- Invasive species will be controlled in the uplands and wetland with the appropriate herbicides, spot mowing and hand pulling focusing on but not limited to Canada thistle, bull thistle, sweet clovers, Queen Annes lace, bird's foot trefoil, common burdock, phragmites and cattail.

WEBSTER AVE. SWALES (P046)

- Invasive species will be controlled in the upslope areas of the swales to control broadleaf invasive species.
- Invasive species will be controlled in the swales with the appropriate herbicides, spot mowing and hand pulling focusing on but not limited to Canada thistle, bull thistle, sweet clovers, Queen Annes lace, reed canary grass, reed canary grass and phragmites.

SCOPE OF SERVICES

EATON HEIGHTS POND (P019)

- Complete a prescribed prairie burn in the spring of 2025.
- Invasive species will be controlled in the uplands and wet meadow with the appropriate herbicides, spot mowing and hand pulling focusing on but not limited to Canada thistle, bull thistle, sweet clovers, Queen Annes lace, reed canary grass, bird's foot trefoil, common burdock, crown vetch and phragmites.
- Reseeding in bare areas following the prescribed prairie burn.



GROUP 2

BAIRD CREEK PRESERVE NORTHWEST POND (P09)

- Invasive species will be controlled in the uplands with the appropriate herbicides, spot mowing and hand pulling focusing on but not limited to Canada thistle, bull thistle, sweet clovers, common teasel.
- Herbicide the cattails in the safety shelf. We would like to note that the existing cattail footprint has been stable for many years and is not expanding. The cattails, though non-native, provide erosion control until the leak is repaired in the pond. Since the cattails are stable and not expanding and provide erosion control in the meantime, we recommend waiting until the pond leak is repaired to eradicate the cattails and plant native aquatic plants. However, if the City still would like to eradicate the cattails prior to repairing the pond leak, we can complete this task.



BAIRD CREEK PRESERVE NORTHEAST POND (P011)

- Invasive species will be controlled in the uplands with the appropriate herbicides, spot mowing and hand pulling focusing on but not limited to Canada thistle, bull thistle, sweet clovers, reed canary grass and phragmites.
- General observation if invasive species become present in the safety shelf, which are currently absent.

SCOPE OF SERVICES

EXCALIBUR POND (P021)

- Invasive species will be controlled in the uplands with the appropriate herbicides, spot mowing and hand pulling focusing on but not limited to Canada thistle, bull thistle, sweet clovers, reed canary grass and phragmites.
- General observation if invasive species become present in the safety shelf, which are currently absent.

BASTEN STREET WETLAND (P033)

- Invasive species will be controlled in the uplands with the appropriate herbicides, spot mowing and hand pulling focusing on but not limited to Canada thistle, bull thistle, sweet clovers, reed canary grass, phragmites and woody vegetation.
- Invasive species will be controlled in the wetlands including phragmites, cattails and woody vegetation.

LARSCHEID POND (P035)

- Invasive species will be controlled in the uplands with the appropriate herbicides, spot mowing and hand pulling focusing on but not limited to Canada thistle, bull thistle, sweet clovers, reed canary grass, phragmites and woody vegetation.
- General observation if invasive species become present in the safety shelf, which are currently absent.

MILLS STREET POND (P039)

- Invasive species will be controlled in the uplands with the appropriate herbicides, spot mowing and hand pulling focusing on but not limited to Canada thistle, bull thistle, sweet clovers, leafy spurge, reed canary grass, phragmites and woody vegetation.
- Invasive species will be controlled in the wetlands including phragmites.

SUPERIOR ROAD POND (P041)

- Invasive species will be controlled in the uplands with the appropriate herbicides, spot mowing and hand pulling focusing on but not limited to Canada thistle, bull thistle, sweet clovers, reed canary grass, phragmites and woody vegetation.
- Invasive species will be controlled in the safety shelf wetlands including phragmites, cattails, reed canary grass and woody vegetation.

SCOPE OF SERVICES

GROUP 3

I-43 NORTHWEST POND (P02)

The management area has a substantial amount of trees and brush. It is our understanding the City's Forestry Department will be removing the trees and leaving the small trees and brush. The herbaceous layer is substantially dominated by invasive species including crown vetch, thistles and cool season grasses. The objective is restoring the management area into a high quality pollinator prairie. Two years of site preparation herbiciding with dormant prairie seeding in the fall of 2026 is recommended.

- Forestry mulch small trees and brush not removed by the City.
- Herbicide tree stumps from trees removed by the City's Forestry Department to prevent regrowth.
- Blanket herbicide the prairie area three times during the growing season in preparation for prairie seeding in the fall of 2026.
- Invasive species will be controlled in the safety shelf wetlands for phragmites.
- Spot herbicide any tree or woody vegetation regrowth.

I-43 NORTHEAST POND (P03)

The management area has a substantial amount of trees and brush. It is our understanding the City's Forestry Department will be removing the trees and leaving the small trees and brush. The herbaceous layer is substantially dominated by invasive species including crown vetch, thistles and cool season grasses. The objective is restoring the management area into a high quality pollinator prairie. Two years of site preparation herbiciding with dormant prairie seeding in the fall of 2026 is recommended.

- Forestry mulch small trees and brush not removed by the City.
- Herbicide tree stumps from trees removed by the City's Forestry Department to prevent regrowth.
- Blanket herbicide the prairie area three times during the growing season in preparation for prairie seeding in the fall of 2026.
- Invasive species will be controlled in the safety shelf wetlands for phragmites.
- Spot herbicide any tree or woody vegetation regrowth.



SCOPE OF SERVICES

STONE GARDEN POND (P016)

The herbaceous layer on the west pond is substantially dominated by invasive species including thistles, spotted knapweed, Queen anne's lace and cool season grasses. The objective is restoring the side slopes of the western pond into a high quality pollinator prairie. Two years of site preparation herbiciding with dormant prairie seeding in the fall of 2026 is recommended. Phragmites and cattails will be controlled. Native aquatic plants would be added in 2026, if desired by the City.

- Blanket herbicide the prairie area three times during the growing season in preparation for prairie seeding in the fall of 2026.
- Spot herbicide any tree or woody vegetation regrowth.
- Invasive species will be controlled in the safety shelf wetlands including phragmites, cattails and reed canary grass.

BROWN COUNTY FARM (P018)

The management area has an existing prairie in the upland area that requires a prescribed burn. The shoreline area is dominated by phragmites and cattails. The phragmites and cattails should be eradicated in 2025 with restoration of native aquatic plants in 2026. It is our understanding the City's Forestry Department will be removing the brush and small trees.

- Spot herbicide any tree or woody vegetation regrowth from removal of woody vegetation by the City.
- Complete a prescribed prairie burn in the spring of 2025.
- Invasive species will be controlled in the uplands with the appropriate herbicides, spot mowing and hand pulling focusing on but not limited to Canada thistle, bull thistle, sweet clovers, reed canary grass, phragmites and woody vegetation.
- Invasive species will be controlled in the safety shelf wetlands including phragmites, cattails and reed canary grass.



SCOPE OF SERVICES

MAHON CREEK 1ST ADDITION POND (P020)

The upland side slopes of the pond has substantial amounts of brush, primarily sumac growing on the site slopes. The herbaceous layer is substantially dominated by invasive species including crown vetch, thistles, and cool season grasses. The pond has substantial amounts of invasives species consisting of phragmites, cattails and reed canary grass and unwanted small ash trees. The objective is to restore the uplands into a high quality pollinator prairie. Two years of site preparation herbiciding with dormant prairie seeding in the fall of 2026 is recommended. The wetland areas would be restored into native vegetation once the invasive species are removed from the property, likely in 2026.

- Cut, remove and spot herbicide brush and small trees from the property.
- Blanket herbicide the prairie area three times during the growing season in preparation for prairie seeding in the fall of 2026.
- Spot herbicide any tree or woody vegetation regrowth.
- Invasive species will be controlled in the safety shelf wetlands including phragmites, cattails and reed canary grass.

MAHON CREEK ESTATES POND (P040)

The upland side slopes of the pond has substantial amounts of brush, primarily sumac growing on the site slopes. The herbaceous layer is substantially dominated by invasive species including crown vetch, thistles, and cool season grasses. The two ponds have substantial amounts of invasives species consisting of phragmites, cattails and reed canary grass. The south pond has some native pickerelweed and substantial amounts of native water lilies. Some of the water lilies plants can be used in the future for transplanting to allow for expansion into the northern pond. The objective is to restore the uplands into a high quality pollinator prairie. Two years of site preparation herbiciding with dormant prairie seeding in the fall of 2026 is recommended. The wetland areas would be restored into native vegetation once the invasive species are removed from the property.

- Cut, remove and spot herbicide brush and small trees from the property.
- Blanket herbicide the prairie area three times during the growing season in preparation for prairie seeding in the fall of 2026.
- Spot herbicide any tree or woody vegetation regrowth.
- Invasive species will be controlled in the safety shelf wetlands including phragmites, cattails and reed canary grass.

SEYMOUR PARK EAST (P048)

- Invasive species will be controlled in the uplands and dry pond with the appropriate herbicides, spot mowing and hand pulling focusing on but not limited to Canada thistle, bull thistle, sweet clovers, reed canary grass, phragmites and woody vegetation.

ADDENDUM ACKNOWLEDGEMENT

McMahon acknowledges receipt of the following Addendums:

- Request for Proposal Addendum No. 1
- Request for Proposal Addendum No. 2
- Request for Proposal Addendum No. 3

PROJECT TEAM

The Project Team members and functions are described below.



STUART BOERST, P.S.S., P.H.
SENIOR ECOLOGIST

Stuart Boerst has over 33 years of experience. Mr. Boerst will be the Project Manager overseeing all functions of delivering the Scope of Services and communications with the City. Also, Mr. Boerst will be completing all stormwater facility inspections of native vegetation, adaptive native vegetation management and annual reporting/proposals.



KYLE ZIOLEK
ENVIRONMENTAL SCIENTIST

Kyle Ziolek has 5 years of experience. Mr. Ziolek will be completing invasive species and brush control activities including, but not limited to, spot herbiciding and mowing. Also, Mr. Ziolek will be obtaining all the required permits for field activities.

SUMMER INTERNS

McMahon retains summer interns that would assist with invasive species control including spot mowing and brush cutting activities but not applications of herbicide.

FOX VALLEY TECHNICAL COLLEGE (FVTC) WILDLANDS FIRE PROGRAM

FVTC will complete all prescribed prairie burns. Notifications will be made with at least 48 hours in advance to the City and adjacent property owners. Jon Kellermann is the Director of the FVTC Wildlands Fire Program and will be the burn boss at the project stormwater facilities. McMahon has worked with FVTC over 15 years in providing professional prescribed prairie burns.

PROJECT TEAM

APPLE VALLEY LANDSCAPING, LLC

Apple Valley Landscaping will be subcontracted to forestry mulch the small trees and brush remaining at the I-43 Northwest Pond (P02) and I-43 Northeast Pond (P03) after the City's Forestry Department removes the large trees. Apple Valley Landscaping has over 30 years of experience in prairie site preparation herbiciding, prairie seeding, mulch, erosion control blanket installation, brush and tree removal, forestry mulch and grading. Apple Valley Landscaping has worked extensively with the Brown County Conservation Department on numerous conservation projects and recently supplied high quality topsoil for a prairie that McMahon designed for a site owned by NEW Water (Green Bay Metropolitan Sewerage District) for a future pollinator prairie.

TIMELINE

The proposed Project Schedule is located at the end of this Proposal.

STATEMENT OF QUALIFICATIONS

McMahon's has over 30 years of experience in ecological and environmental consulting services including designing prairie, prairie oak savanna, wet prairie, sedge meadow, hardwood swamp, conifer swamp, upland hardwoods and other types of landscape ecosystem restorations. Services are full cycle from the beginning of a native vegetation restoration project to long-term management to restore a high-quality ecosystem with functioning ecosystem services including aesthetics. Long-term management usually involves prescribed prairie burns, spot herbiciding and spot mowing.

McMahon's currently manages prairies and wetlands at over 150 stormwater facilities, community parks and corporate campuses in Northeast Wisconsin. Furthermore, McMahon's has designed, restored and manages hundreds of acres of various native ecosystems for corporate clients and developers. McMahon's is also currently designing, monitoring and managing six large wetland mitigation bank properties, at various stages of development, totaling over 700 acres that include a wide suite of ecosystems. The landscape ecosystems include shallow marsh, deep marsh, wet prairie, sedge meadow, hardwood swamp, tamarack swamp, prairie, prairie oak savanna and upland hardwoods. The ecosystems are designed for high species diversity and coverage to allow for long-term resilience and sustainability.

PROJECT RELATED EXPERIENCE | REFERENCES

Below is a list of communities that we dedsigned and manage native vegetation consisting of prairie oak savannas, prairies, emergent and submergent aquaatic plants. The number of stormwater facilities are listed for each community and the contact person.

VILLAGE OF ALGOMA

Five Stormwater Facilities

Contact: Maggie Mahoney
Ph. 920.235.3789

VILLAGE OF ALLOUEZ

Eight Stormwater Facilities

Contact: Sean Gehin
Ph. 920.448.2802

VILLAGE OF ASHWAUBENON

Ten Stormwater Facilities

Contact: Steve Birr
Ph. 920.492.2308

TOWN OF BUCHANAN

Five Stormwater Facilities

Contact: Michael Brown
Ph. 920.257.5845

VILLAGE OF COMBINED LOCKS

Five Stormwater Facilities

Contact: Ryan Swich
Ph. 920.788.7740

VILLAGE OF EGG HARBOR

Fifteen Stormwater Facilities

Contact: Megan Sawyer
Ph. 920.868.3334

VILLAGE OF FOX CROSSING

Eight Stormwater Facilities

Contact: Joe Hoechst, DPW
Ph. 920.720.7110

TOWN OF GRAND CHUTE

Fourteen Stormwater Facilities

Contact: Jordan Jolma
Ph. 920.380.2925

VILLAGE OF HARRISON

Six Stormwater Facilities

Contact: Chad Pelishek
Ph. 920.989.1062

VILLAGE OF KIMBERLY

Eight Stormwater Facilities

Contact: Holly Femal
Ph. 920.788.7507

CITY OF KAUKAUNA

Six Stormwater Facilities

Contact: John Neumeier
Ph. 920.766.6305

VILAGE OF LITTLE CHUTE

Nine Stormwater Facilities

Contact: Kent Taylor
Ph. 920.423.3867

VILLAGE OF LAWRENCE

Thirteen Stormwater Facilities

Contact: Kurt Minton
Ph. 920.660.6695

CITY OF MANITOWOC

Five Stormwater Facilities

Contact: Matt Smits
Ph. 920.686.6907

PROJECT RELATED EXPERIENCE | REFERENCES

CITY OF NEENAH

Thirteen Stormwater Facilities

Contact: Heath Kummerow

Ph. 920.886.6245

TOWN OF NEENAH

Two Stormwater Facilities

Contact: Ellen Skerke

Ph. 920.725.0916

CITY OF TWO RIVERS

Six Stormwater Facilities

Contact: Matt Heckenlaible

Ph. 920.793.5540

COMPENSATION

McMahon proposes to provide the services outlined in the Scope of Services, on a time and expense basis. Personnel-hours per task and line-item cost estimates for services covered under this Proposal are provided below.

McMahon's 2025 Fee Schedule and 2025 Reimbursable Expenses Schedule are enclosed herein for reference.

GROUP 1

P & G MITIGATION POND | VOYAGER SWALE (P06)

■ Project Management 1.5 Hours @ \$200/Hr.....	\$300
■ Site Inspections 2 Hours @ \$200/Hr.	\$400
■ Herbicide Treatment of Invasive Species 16 Hours @ \$105/Hr.	\$1,680
■ Annual Inspection, Assessment Report & Proposal 2 Hours @ \$200/Hr.....	\$400
■ <u>Herbicide Expense</u>	<u>\$200</u>
TOTAL P & G MITIGATION POND VOYAGER SWALE (P06).....	\$2,980

HURON & SITKA POND (P07)

■ Project Management 0.5 Hours @ \$200/Hr.....	\$100
■ Site Inspections 1 Hour @ \$200/Hr.	\$200
■ Herbicide Treatment of Invasive Species 5 Hours @ \$105/Hr.	\$525
■ <u>Annual Inspection, Assessment Report & Proposal 1 Hour @ \$200/Hr.</u>	<u>\$200</u>
TOTAL HURON & SITKA POND (P07).....	\$1,025

COMPENSATION

ROYAL WOODS POND (P08)

■ Project Management 1 Hour @ \$200/Hr.....	\$200
■ Site Inspections 2 Hours @ \$200/Hr.	\$400
■ Herbicide Treatment of Invasive Species 6 Hours @ \$105/Hr.	\$630
■ <u>Annual Inspection, Assessment Report & Proposal 1.5 Hours @ \$200/Hr.</u>	<u>\$300</u>
TOTAL ROYAL WOODS POND (P08)	\$1,330

BARINA CREEK (P022)

■ Project Management 2 Hours @ \$200/Hr.....	\$400
■ Site Inspections 2 Hours @ \$200/Hr.	\$600
■ Herbicide Treatment of Invasive Species 20 Hours @ \$105/Hr.	\$2,100
■ Annual Inspection, Assessment Report & Proposal 2 Hours @ \$200/Hr.....	\$400
■ <u>Herbicide Expense</u>	<u>\$100</u>
TOTAL BARINA CREEK (P022)	\$3,600

JUZA-SHOREWOOD HEIGHTS POND (P023)

■ Project Management 1 Hour @ \$200/Hr.....	\$200
■ Site Inspections 3 Hour @ \$200/Hr.	\$200
■ Herbicide Treatment of Invasive Species 6 Hours @ \$105/Hr.	\$630
■ <u>Annual Inspection, Assessment Report & Proposal 1 Hour @ \$200/Hr.</u>	<u>\$200</u>
TOTAL JUZA-SHOREWOOD HEIGHTS POND (P023)	\$1,230

BERGER STREET POND (P034)

■ Project Management 1 Hour @ \$200/Hr.....	\$200
■ Site Inspections 1 Hour @ \$200/Hr.....	\$200
■ Herbicide Treatment of Invasive Species 5 Hours @ \$105/Hr.	\$525
■ Annual Inspection, Assessment Report & Proposal 1 Hour @ \$200/Hr.	\$200
■ <u>Prescribed Prairie Burn</u>	<u>\$1,300</u>
TOTAL BERGER STREET POND (P034)	\$2,425

MOSSY OAK POND (P038)

■ Project Management 2 Hours @ \$200/Hr.....	\$400
■ Site Inspections 2 Hours @ \$200/Hr.	\$400
■ Herbicide Treatment of Invasive Species 12 Hours @ \$105/Hr.	\$1,260
■ <u>Annual Inspection, Assessment Report & Proposal 1.5 Hours @ \$200/Hr.</u>	<u>\$300</u>
TOTAL MOSSY OAK POND (P038).....	\$2,360

COMPENSATION

CHRISTA McAULIFFE POND (P042)

■ Project Management 1 Hour @ \$200/Hr.....	\$200
■ Site Inspections 1 Hour @ \$200/Hr.....	\$200
■ Herbicide Treatment of Invasive Species 5 Hours @ \$105/Hr.	\$525
■ <u>Annual Inspection, Assessment Report & Proposal 1 Hour @ \$200/Hr.</u>	<u>\$200</u>
TOTAL CHRISTA McAULIFFE POND (P042).....	\$1,125

WEBSTER AVENUE SWALES (P046)

■ Project Management 2 Hours @ \$200/Hr.....	\$400
■ Site Inspections 2 Hours @ \$200/Hr.....	\$400
■ Herbicide Treatment of Invasive Species 15 Hours @ \$105/Hr.	\$1,575
■ <u>Annual Inspection, Assessment Report & Proposal 2 Hours @ \$200/Hr.....</u>	<u>\$400</u>
TOTAL WEBSTER AVENUE SWALES (P046).....	\$2,775

EATON HEIGHTS POND (P019)

■ Project Management 1 Hour @ \$200/Hr.....	\$200
■ Site Inspections 2 Hours @ \$200/Hr.....	\$400
■ Herbicide Treatment of Invasive Species 7 Hours @ \$105/Hr.	\$735
■ Annual Inspection, Assessment Report & Proposal 1 Hour @ \$200/Hr.	\$200
■ <u>Prescribed Prairie Burn</u>	<u>\$1,300</u>
TOTAL EAGON HEIGHTS POND (P019)	\$2,835

GROUP 2

BAIRD CREEK PRESERVE NORTHWEST POND (P09)

■ Project Management 1 Hour @ \$200/Hr.....	\$200
■ Site Inspections 0.5 Hours @ \$200/Hr.....	\$100
■ Herbicide Treatment of Invasive Species 6 Hours @ \$105/Hr.	\$630
■ <u>Annual Inspection, Assessment Report & Proposal 1.5 Hours @ \$200/Hr.</u>	<u>\$300</u>
TOTAL BAIRD CREEK PRESERVE NORTHWEST POND (P09).....	\$1,230

BAIRD CREEK PRESERVE NORTHEAST POND (P011)

■ Project Management 1 Hour @ \$200/Hr.....	\$200
■ Site Inspections 0.5 Hours @ \$200/Hr.....	\$100
■ Herbicide Treatment of Invasive Species 6 Hours @ \$105/Hr.	\$630
■ <u>Annual Inspection, Assessment Report & Proposal 1.5 Hours @ \$200/Hr.</u>	<u>\$300</u>
TOTAL BAIRD CREEK PRESERVE NORTHEAST POND (P09).....	\$1,230

COMPENSATION

EXCALIBUR POND (P021)

■ Project Management 1 Hour @ \$200/Hr.....	\$200
■ Site Inspections 0.5 Hours @ \$200/Hr.....	\$100
■ Herbicide Treatment of Invasive Species 4 Hours @ \$105/Hr.	\$430
■ <u>Annual Inspection, Assessment Report & Proposal 1.5 Hours @ \$200/Hr.</u>	<u>\$300</u>
TOTAL EXCALIBUR POND (P021)	\$1,020

BASTEN STREET WETLAND (P033)

■ Project Management 1 Hour @ \$200/Hr.....	\$200
■ Site Inspections 0.5 Hours @ \$200/Hr.....	\$100
■ Herbicide Treatment of Invasive Species 10 Hours @ \$105/Hr.	\$1,050
■ <u>Annual Inspection, Assessment Report & Proposal 1.5 Hours @ \$200/Hr.</u>	<u>\$300</u>
TOTAL BASTEN STREET WETLAND (P033)	\$1,650

LARSCHIED POND (P035)

■ Project Management 1 Hour @ \$200/Hr.....	\$200
■ Site Inspections 0.5 Hours @ \$200/Hr.....	\$100
■ Herbicide Treatment of Invasive Species 6 Hours @ \$105/Hr.	\$630
■ <u>Annual Inspection, Assessment Report & Proposal 1.5 Hours @ \$200/Hr.</u>	<u>\$300</u>
TOTAL LARSCHIED POND (P035)	\$1,230

MILLS STREET POND (P039)

■ Project Management 1 Hour @ \$200/Hr.....	\$200
■ Site Inspections 0.5 Hours @ \$200/Hr.....	\$100
■ Herbicide Treatment of Invasive Species 8 Hours @ \$105/Hr.	\$840
■ <u>Annual Inspection, Assessment Report & Proposal 1.5 Hours @ \$200/Hr.</u>	<u>\$300</u>
TOTAL MILLS STREET POND (P039).....	\$1,440

SUPERIOR ROAD POND (P041)

■ Project Management 1 Hour @ \$200/Hr.....	\$200
■ Site Inspections 1 Hour @ \$200/Hr.....	\$200
■ Herbicide Treatment of Invasive Species 14 Hours @ \$105/Hr.	\$1,470
■ <u>Annual Inspection, Assessment Report & Proposal 1.5 Hours @ \$200/Hr.</u>	<u>\$300</u>
TOTAL BAIRD CREEK PRESERVE NORTHWEST POND (P09).....	\$2,170

COMPENSATION

GROUP 3

I-43 NORTHWEST POND (P02)

■ Project Management 3 Hours @ \$200/Hr.	\$600
■ Site Inspections Hours @ \$200/Hr.	\$600
■ Herbicide Treatment of Invasive Species 40 Hours @ \$105/Hr.	\$4,200
■ Annual Inspection, Assessment Report & Proposal 1.5 Hours @ \$200/Hr.	\$300
■ <u>Forestry Mulch Brush.....</u>	<u>\$3,500*</u>
TOTAL I-43 NORTHWEST POND (P02).....	\$9,200

I-43 NORTHEAST POND (P02)

■ Project Management 3 Hours @ \$200/Hr.	\$600
■ Site Inspections 2 Hours @ \$200/Hr.	\$600
■ Herbicide Treatment of Invasive Species 40 Hours @ \$105/Hr.	\$4,200
■ Annual Inspection, Assessment Report & Proposal 1.5 Hours @ \$200/Hr.	\$300
■ <u>Forestry Mulch Brush.....</u>	<u>\$3,500*</u>
TOTAL I-43 NORTHEAST POND (P02)	\$9,200

*Forestry mulching brush and small trees will be subcontracted to Apple Valley Landscaping, De Pere, Wisconsin.

STONE GARDENS POND (P016)

■ Project Management 2 Hours @ \$200/Hr.	\$400
■ Site Inspections 1 Hour @ \$200/Hr.	\$200
■ Herbicide Treatment of Invasive Species 22 Hours @ \$105/Hr.	\$2,310
■ <u>Annual Inspection, Assessment Report & Proposal 1.5 Hours @ \$200/Hr.</u>	<u>\$300</u>
TOTAL STONE GARDEN POND (P016).....	\$3,210

BROWN COUNTY FARM (P018)

■ Project Management 2 Hours @ \$200/Hr.	\$400
■ Site Inspections 2 Hours @ \$200/Hr.	\$400
■ Herbicide Treatment of Invasive Species 24 Hours @ \$105/Hr.	\$2,520
■ Annual Inspection, Assessment Report & Proposal 1.5 Hours @ \$200/Hr.	\$300
■ <u>Prescribed Prairie Burn</u>	<u>\$1,300</u>
TOTAL I-43 NORTHEAST POND (P02)	\$4,920

COMPENSATION

MAHON CREEK 1ST ADDITION POND (P020)

■ Project Management 2 Hours @ \$200/Hr.	\$400
■ Site Inspections 2 Hours @ \$200/Hr.	\$400
■ Herbicide Treatment of Invasive Species / Brush Removal 50 Hours @ \$105/Hr. ...	\$5,250
■ <u>Annual Inspection, Assessment Report & Proposal 1.5 Hours @ \$200/Hr.</u>	<u>\$300</u>
TOTAL I-43 NORTHEAST POND (P02)	\$6,350

MAHON CREEK ESTATES POND (P040)

■ Project Management 2 Hours @ \$200/Hr.	\$400
■ Site Inspections 2 Hours @ \$200/Hr.	\$400
■ Herbicide Treatment of Invasive Species / Brush Removal 42 Hours @ \$105/Hr. ...	\$4,400
■ <u>Annual Inspection, Assessment Report & Proposal 1.5 Hours @ \$200/Hr.</u>	<u>\$300</u>
TOTAL I-43 NORTHEAST POND (P02)	\$5,510

SEYMOUR PARK EAST (P048)

■ Project Management 1 Hours @ \$200/Hr.	\$200
■ Site Inspections 0.5 Hours @ \$200/Hr.	\$100
■ Herbicide Treatment of Invasive Species 5 Hours @ \$105/Hr.	\$525
■ <u>Annual Inspection, Assessment Report & Proposal 1.5 Hours @ \$200/Hr.</u>	<u>\$300</u>
TOTAL I-43 NORTHEAST POND (P02)	\$1,125

ACCEPTANCE

To indicate acceptance of this Proposal, please sign below and return a copy to our office.

CITY OF GREEN BAY

Brown County, Wisconsin

(Authorized Signature)

Date

Title

McMAHON ASSOCIATES, INC.

Neenah, Wisconsin



Stuart A. Boerst, P.S.S., P.H.

Associate / Senior Hydrogeologist / Ecologist

December 18, 2024

Date

PROJECT SCHEDULE - 2025

NATIVE VEGETATION MANAGEMENT AT STORMWATER FACILITIES

CITY OF GREEN BAY

[illegible]

PROJECT SCHEDULE - 2025

NATIVE VEGETATION MANAGEMENT AT STORMWATER FACILITIES

CITY OF GREEN BAY



GROUP 2 TASKS	2025																																														
	MAR					APR				MAY				JUNE				JULY				AUG				SEPT				OCT				NOV				DEC									
	3	10	17	24	31	7	14	21	28	5	12	19	26	2	9	16	23	30	7	14	21	28	4	11	18	25	1	8	15	2	29	6	13	20	27	3	10	17	24	1	8	15	22	29			
BAIRD CREEK PRESERVE NORTHWEST POND (P09)																																															
▶ Site Inspection																																															
▶ Invasives Treatments - Prairie																																															
▶ Invasives Species Treatment - Aquatics																																															
BAIRD CREEK PRESERVE NORTHEAST POND (P0011)																																															
▶ Site Inspection																																															
▶ Invasives Treatments - Prairie																																															
EXCALIBUR POND (P021)																																															
▶ Site Inspection																																															
▶ Invasives Treatments - Prairie																																															
BASTEN STREET WETLAND (P033)																																															
▶ Site Inspection																																															
▶ Invasives Treatments - Prairie																																															
▶ Invasives Species Treatment - Aquatics																																															
LARSCHIED POND (P035)																																															
▶ Site Inspection																																															
▶ Invasives Treatments - Prairie																																															
MILLS STREET POND (P039)																																															
▶ Site Inspection																																															
▶ Invasives Treatments - Prairie																																															
▶ Invasives Species Treatment - Aquatics																																															
SUPERIOR ROAD POND (P041)																																															
▶ Site Inspection																																															
▶ Invasives Treatments - Prairie																																															
▶ Invasives Species Treatment - Aquatics																																															

PROJECT SCHEDULE - 2025

NATIVE VEGETATION MANAGEMENT AT STORMWATER FACILITIES

CITY OF GREEN BAY



GROUP 3 TASKS	2025																																															
	MAR					APR				MAY				JUNE				JULY				AUG				SEPT				OCT				NOV				DEC										
	3	10	17	24	31	7	14	21	28	5	12	19	26	2	9	16	23	30	7	14	21	28	4	11	18	25	1	8	15	2	29	6	13	20	27	3	10	17	24	1	8	15	22	29				
I-43 NORTHWEST POND (P02)																																																
▶ Site Inspection																																																
▶ Invasives Treatments - Prairie																																																
▶ Invasives Species Treatment - Aquatics																																																
▶ Forestry Mulch / Treatment																																																
I-43 NORTHEAST POND (P03)																																																
▶ Site Inspection																																																
▶ Invasives Treatments - Prairie																																																
▶ Invasives Species Treatment - Aquatics																																																
▶ Forestry Mulch / Treatment																																																
STONE GARDENS POND (-016)																																																
▶ Site Inspection																																																
▶ Invasives Treatments - Prairie																																																
▶ Invasives Species Treatment - Aquatics																																																
BROWN COUNTY FARM (P018)																																																
▶ Site Inspection																																																
▶ Invasives Treatments - Prairie																																																
▶ Invasives Species Treatment - Aquatics																																																
▶ Prescribed Prairie Burn																																																
MAHON CREEK 1ST ADDITION POND (P020)																																																
▶ Site Inspection																																																
▶ Invasives Treatments - Prairie																																																
▶ Invasives Species Treatment - Aquatics																																																
▶ Brush Removal / Treatment																																																
MAHONE CREEK ESTATES POND (P040)																																																
▶ Site Inspection																																																
▶ Invasives Treatments - Prairie																																																
▶ Invasives Species Treatment - Aquatics																																																
▶ Brush Removal / Treatment																																																
SEYMOUR PARK EAST (P048)																																																
▶ Site Inspection																																																
▶ Invasives Treatments - Prairie / Dry Pond																																																

AGREEMENT FOR PROFESSIONAL SERVICES

CITY OF GREEN BAY
Attn: Adam Meade
100 North Jefferson Street
Green Bay, WI 54301

DATE: January 24, 2025
McM. No. M0032-09-99-00001.00

PROJECT DESCRIPTION

Manage the prairies at the Woods at Baird Creek Pond (P049) in the City of Green Bay, Brown County, Wisconsin for the year 2025.

SCOPE OF SERVICES

McMahon Associates, Inc. agrees to provide the following Scope of Services for this project:

- Project Management.
- Invasive species will be controlled in the uplands with the appropriate herbicides, spot mowing and hand pulling focusing on but not limited to Canada thistle, bull thistle, sweet clovers, reed canary grass, phragmites and woody vegetation.
- Invasive species will be controlled in the safety shelf wetlands including phragmites, cattails, reed canary grass and woody vegetation. Regular site inspections.
- Regular site inspections.
- Annual site inspection for the report and proposal.

SPECIAL TERMS (Refer also to General Terms & Conditions, attached)

The City of Green Bay agrees that the Project Description, Scope of Services, and Compensation sections contained in this Agreement, pertaining to this project or any addendum thereto, are considered confidential and proprietary, and shall not be released or otherwise made available to any third party, prior to the execution of this Agreement, without the expressed written consent of McMahon.

COMPENSATION (Does not Include Permit or Approval Fees)

McMahon agrees to provide the Scope of Services described above for the following compensation:

THE WOODS AT BAIRD CREEK POND (P049)

■ Project Management 1 Hour @ \$200/Hr.....	\$200
■ Site Inspections 1 Hour @ \$200/Hr.....	\$200
■ Herbicide Treatment of Invasive Species 10 Hours @ \$105/Hr.....	\$1050
■ <u>Annual Inspection, Assessment Report & Proposal 1.5 Hours @ 200/Hr.....</u>	<u>\$300</u>
TOTAL BAIRD CREEK PERSERVE NORTHWEST POND (P09).....	\$1,750

COMPLETION SCHEDULE

McMahon agrees to complete this project as follows:

- The services will be provided for the year 2025.

ACCEPTANCE

The General Terms & Conditions and the Scope of Services (defined in the above Agreement) are accepted, and McMahon is hereby authorized to proceed with the services. The Agreement fee is firm for acceptance within sixty (60) days from the date of this Agreement.

CITY OF GREEN BAY
100 North Jefferson Street
Green Bay, WI 54301

McMAHON ASSOCIATES, INC.
1445 McMahon Drive | PO Box 1025
Neenah, WI 54956 | 54957-1025
920.751.4200 | MGMGRP.COM

Authorized Signature



Stuart A. Boerst, P.S.S., P.H.
Associate / Sr. Hydrogeologist / Ecologist

Date

January 24, 2025
Date

Attachments: General Terms and Conditions
 Fee Schedule
 Reimbursable Schedule

1. STANDARD OF CARE

- 1.1 **Services:** McMahon Associates, Inc. (McMahon) shall perform services consistent with the professional skill and care ordinarily provided by engineers/architects practicing in the same or similar locality under the same or similar circumstances. McMahon shall provide its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
- 1.2 **Client's Representative:** McMahon intends to serve as the Client's professional representative for those services, as defined in this Agreement, and to provide advice and consultation to the Client as a professional. Any opinions of probable project costs, approvals and other decisions made by McMahon for the Client are rendered based on experience and qualifications and represent our professional judgment. This Agreement does not create, nor does it intend to create a fiduciary relationship between the parties.
- 1.3 **Warranty, Guarantees, Terms and Conditions:** McMahon does not provide a warranty or guarantee, expressed or implied, for professional services. This Agreement or contract for services is not subject to the provisions of uniform commercial codes. Similarly, McMahon will not accept those terms and conditions offered by the Client in its purchase order, requisition or notice of authorization to proceed, except as set forth herein or expressly accepted in writing. Written acknowledgment of receipt, or the actual performance of services subsequent to receipt, of any such purchase order, requisition or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

2. PAYMENT AND COMPENSATION

- 2.1 **Invoices:** McMahon will bill the Client monthly with net payment due in 30-days. Past due balances shall be subject to an interest charge of 1.0% per month. Client is responsible for interest charges on past due invoices, collection agency fees and attorney fees incurred by McMahon to collect all monies due McMahon. Client is responsible for all taxes levied on professional services and on reimbursable expenses. McMahon and Client hereby acknowledge that McMahon has and may exercise lien rights on subject property.
- 2.2 **Reimbursables:** Expenses incurred by McMahon for the project including, but not limited to, equipment rental will be billed to the Client at cost plus 10% and sub-consultants at cost plus 12%. When McMahon, after execution of an Agreement, finds that specialized equipment must be purchased to provide special services, the cost of such equipment will be added to the agreed fee for professional services only after the Client has been notified and agrees to these costs.
- 2.3 **Changes:** The stated fees and Scope of Services constitute McMahon's professional opinion of probable cost of the fees and tasks required to perform the services as defined. For those projects involving conceptual or process development services, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction, which may alter the Scope. Changes by the Client during design may necessitate re-design efforts. McMahon will promptly inform the Client in writing of such situations so changes in this Agreement can be negotiated, as required.
- 2.4 **Delays and Uncontrollable Forces:** Costs and schedule commitments shall be subject to re-negotiation for delays caused by the Client's failure to provide specified facilities or information, or for force majeure delays caused by unpredictable occurrences, including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, infectious diseases or pandemics, acts of God or the public enemy, or acts or regulations of any governmental agency. Temporary delay of services caused by any of the above, which results in additional costs beyond those outlined, may require re-negotiation of this Agreement.

3. INSURANCE

- 3.1 **Limits:** McMahon will maintain insurance coverage in the following amounts:

Worker's Compensation	Statutory
General Liability	
Bodily Injury - Per Incident/Annual Aggregate	\$1,000,000 / \$2,000,000
Automobile Liability	
Bodily Injury	\$1,000,000
Property Damage	\$1,000,000
Professional Liability Coverage	\$2,000,000

If the Client requires coverage or limits in addition to the above stated amounts, premiums for additional insurance shall be paid by the Client.

McMahon's liability to Client for any indemnity commitments, reimbursement of legal fees, or for any damages arising in any way out of performance of our contract or based on tort, breach of contract, or any other theory, is limited to ten (10) times McMahon's fee not to exceed to \$250,000.

- 3.2 **Additional Insureds:** Upon request and to the extent permitted by law, McMahon shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Client as an additional insured for claims caused in whole or in part by McMahon's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Client's insurance policies and shall apply to both ongoing and completed operations.

To the extent permitted by law, Client shall cause the contractor, if any, to include McMahon as an additional insured on contractor's Commercial General Liability, Automobile Liability and Excess or Umbrella policies to include McMahon as an additional insured for claims caused in whole or in part by contractor's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of McMahon's insurance policies and shall apply to both ongoing and completed operations.

4. CLAIMS AND DISPUTES

- 4.1 **General:** In the event of a dispute between the Client and McMahon arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. The Client and McMahon agree to first attempt to resolve the dispute by direct negotiation.
- 4.2 **Mediation:** If an agreement cannot be reached by the Client and McMahon unresolved disputes shall be submitted to mediation per the rules of the American Arbitration Association. The Client and McMahon shall share the mediator's fee and any filing fees equally.
- 4.3 **Binding Dispute Resolution:** If the parties do not resolve a dispute through mediation the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

5. TERMINATION OR SUSPENSION

- 5.1 Client: Termination of this Agreement by the Client shall be effective upon seven (7) day written notice to McMahon. The written notice shall include the reasons and details for termination; payment is due as stated in above Section 2.
- 5.2 McMahon: If the Client defaults in any of the Agreements entered into between McMahon and the Client, or if the Client fails to carry out any of the duties contained in these Terms & Conditions, McMahon may, upon seven (7) days written notice, suspend its services without further obligation or liability to the Client unless, within such seven (7) day period, the Client remedies such violation to the reasonable satisfaction of McMahon.
- 5.3 Suspension for Non-Payment: McMahon may, after giving 48-hours' notice, suspend service under any Agreement until the Client has paid in full all amounts due for services rendered and expenses incurred.

6. COPYRIGHTS AND LICENSES

- 6.1 Instruments of Service: McMahon and its subconsultants shall be deemed the author and owner of their respective Instruments of Service (IOS), including the Drawings, Specifications, reports, and any computer modeling (BIM, etc.), and shall retain all common law, statutory and other reserved rights, including copyrights.
- 6.2 Licenses: McMahon grants to the Client a nonexclusive license to use McMahons' IOS solely and exclusively for the purposes of constructing, using, and maintaining the project, provided that the Client substantially performs its obligations under this Agreement, including prompt payment of all sums due.
- 6.3 Re-use: Use of IOS pertaining to this project by the Client for extensions of this project or on any other project shall be at the Client's sole risk and the Client agrees to defend, indemnify, and hold harmless McMahon from all claims, damages and expenses, including attorneys' fees arising out of such re-use of the IOS by the Client or by others acting through the Client.

7. AGREEMENT CONDITIONS

- 7.1 The stipulated fee is firm for acceptance by the Client within 60-days from date of Agreement publication.
- 7.2 Modifications: This Agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties.
- 7.3 Governing Law: This Agreement shall be governed by the law of the place where the project is located, excluding that jurisdiction's choice of law rules.
- 7.4 Mutual Non-Assignment: The Client and McMahon, respectively bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Client nor McMahon shall assign this Agreement without the written consent of the other.
- 7.5 Severability: The invalidity of any provision of this Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.
- 7.6 Third Party: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action, in favor of a third party against McMahon.

8. MISCELLANEOUS PROVISIONS

- 8.1 Additional Client Services: The Client agrees to provide such legal, accounting and insurance counseling services as may be required for the project for the Client's purpose.
- 8.2 Means and Methods: McMahon is not responsible for direction or supervision of construction means, methods, techniques, sequence, or procedures of construction selected by contractors or subcontractors, or the safety precautions and programs incident to the work of the contractors or subcontractors.
- 8.3 Purchase Orders: In the event the Client issues a purchase order or other instrument related to McMahon's services, it is understood and agreed that such document is for Client's internal accounting purposes only and shall in no way modify, add to, or delete any of the terms and conditions of this Agreement. If the Client does issue a purchase order, or other similar instrument, it is understood and agreed that McMahon shall indicate the purchase order number on the invoice(s) sent to the Client.
- 8.4 Project Maintenance: The Client (or Owner if applicable) shall be responsible for maintenance of the structure, or portions of the structure, which have been completed and have been accepted for its intended use. All structures are subject to wear and tear, and environmental and man-made exposures. As a result, all structures require regular and frequent monitoring and maintenance to prevent damage and deterioration. Such monitoring and maintenance is the sole responsibility of the Client or Owner. McMahon shall have no responsibility for such issues or resulting damages.
- 8.5 Consequential Damages: Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or the Design Professional, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 8.6 Corporate Protection: It is intended by the parties to this Agreement that McMahon's services in connection with the project shall not subject McMahon's individual employees, officers, or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against McMahon, a Wisconsin corporation, and not against any of McMahon's employees, officers, or directors.
- 8.7 Contingency: McMahon's professional services are not a warranty or guarantee. The project will evolve and be refined over time. The Client shall provide appropriate contingency for design and construction costs consistent with the reasonable progression of the project. The Client and McMahon agree that revisions due to design clarifications or omissions which result in changes in work during the construction phase which amount to 5% or less of construction costs shall be deemed within the contingency and consistent with the professional standard of care. The Client agrees to make no claim for costs related to changes in work within this threshold. Claims in excess of this threshold shall be resolved per the dispute resolution process.
- 8.8 Project Costs Associated with Agency Plan Review: McMahon will not be responsible for additional project costs due to changes to the design, construction documents, and specifications resulting from the agency plan review process. The project schedule shall either allow for the agency plan review process to occur prior to the Bid Phase or if this review occurs after the Bid Phase the Client agrees that any additional costs would be considered part of the project contingency.
- 8.9 Hazardous Materials: McMahon shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of person to, hazardous materials or toxic substance in any form at the project site.
- 8.10 Climate: Design standards which exceed the minimum requirements within current codes and regulations are excluded. If requested by the Client, climate-related design services or evaluations can be provided for additional compensation.



FEE SCHEDULE | 2025

McMahon Associates, Inc.

Effective: 01/01/2025

LABOR CLASSIFICATION	HOURLY RATE
Principal	\$210.00
Senior Project Manager	\$190.00 - \$210.00
Project Manager	\$140.00 - \$180.00
Senior Engineer	\$190.00 - \$200.00
Engineer	\$110.00 - \$180.00
Senior Engineering Technician	\$140.00 - \$150.00
Engineering Technician	\$80.00 - \$130.00
Senior Architect	\$175.00 - \$195.00
Architect	\$150.00 - \$170.00
Senior Designer	\$125.00 - \$145.00
Designer	\$95.00 - \$115.00
Senior Land Surveyor	\$135.00 - \$180.00
Land Surveyor	\$125.00
Land Surveyor Technician	\$90.00 - \$110.00
Surveyor Apprentice	\$75.00
Erosion Control Technician	\$95.00
Senior Hydrogeologist	\$210.00
Senior Ecologist	\$200.00
Environmental Scientist	\$105.00 - \$120.00
Senior G.I.S. Analyst	\$180.00
G.I.S. Analyst	\$100.00 - \$120.00
Wetland Delineator	\$120.00
Senior Wetland Delineator	\$150.00
Municipal Planner	\$170.00
Senior Public Management Specialist	\$165.00
Public Management Specialist	\$135.00
Senior Public Safety Specialist	\$165.00
Public Safety Specialist	\$135.00
Building Inspector Specialist	\$135.00
Water / Wastewater Specialist	\$110.00 - \$140.00
Senior On-Site Project Representative	\$125.00
On-Site Project Representative	\$65.00 - \$110.00
K-12 Administrative Specialist	\$130.00
State Plan Reviewer	\$150.00
Certified Grant Specialist	\$150.00
Graphic Designer	\$115.00
Senior Administrative Assistant	\$95.00 - \$105.00
Administrative Assistant	\$85.00
Intern	\$50.00 - \$75.00
Professional Witness Services	\$380.00

This Fee Schedule is subject to revisions due to labor rate adjustments and interim staff or corporate changes.

NEENAH, WISCONSIN CORPORATE HEADQUARTERS

Street Address:
1445 McMAHON DRIVE
NEENAH, WI 54956
Mailing Address:
P.O. BOX 1025
NEENAH, WI 54957-1025
Ph 920.751.4200 | Fax 920.751.4284
Email: MCM@MCMGRP.COM
Web: WWW.MCMGRP.COM

1700 HUTCHINS ROAD
MACHESNEY PARK, IL 61115
Ph 815.636.9590 | Fax 815.636.9591
Email: McMAHON@MCMGRP.NET
Web: WWW.MCMGRP.COM

952 SOUTH STATE ROAD 2
VALPARAISO, IN 46385
Ph 219.462.7743 | Fax 219.464.8248
Email: MCM@MCMGRP-IN.COM
Web: WWW.MCMGRP.COM



REIMBURSABLE EXPENSE SCHEDULE * | 2025

McMahon Associates, Inc.

Effective: 01/01/2025

DESCRIPTION	RATE
-------------	------

REIMBURSABLE EXPENSES:

Commercial Travel	1.1 of Cost
Delivery & Shipping	1.1 of Cost
Meals & Lodging	1.1 of Cost
Review & Submittal Fees	1.1 of Cost
Outside Consultants	1.12 of Cost
Photographs & Models	1.1 of Cost
Misc. Reimbursable Expenses & Project Supplies	1.1 of Cost
Terrestrial Laser Scanner	\$1,500.00

REIMBURSABLE UNITS:

Copy Charges - Black & White	\$0.08/Image
Copy Charges - Color / 8½" x 11"	\$0.45/Image
Copy Charges - Color / 8½" x 14" and 11" x 17"	\$0.75/Image
Mileage	\$0.81/Mile
Mileage - Truck/Van	\$1.11/Mile
All-Terrain Vehicle	\$100.00/Day
Global Positioning System (GPS)	\$21.00/Hour
Hand-Held Global Positioning System (GPS)	\$15.00/Hour
Robotic Total Station	\$20.00/Hour
Survey Hubs	\$0.50/Each
Survey Lath	\$1.00/Each
Survey Paint	\$7.15/Can
Survey Ribbon	\$3.00/Roll
Survey Rebars - 1¼"	\$10.00/Each
Survey Rebars - ¾"	\$3.50/Each
Survey Rebars - 5/8"	\$3.50/Each
Survey Iron Pipe - 1"	\$4.50/Each
Survey Steel Fence Post - 1"	\$7.75/Each
Control Spikes	\$2.50/Each
Pin Flags	\$0.30/Each

NEENAH, WISCONSIN
CORPORATE HEADQUARTERS

Street Address:
1445 McMAHON DRIVE
NEENAH, WI 54956

Mailing Address:
P.O. BOX 1025
NEENAH, WI 54957-1025
Ph 920.751.4200 | Fax 920.751.4284

Email: MCM@MCMGRP.COM
Web: WWW.MCMGRP.COM

1700 HUTCHINS ROAD
MACHESNEY PARK, IL 61115
Ph 815.636.9590 | Fax 815.636.9591
Email: MCMAHON@MCMGRP.NET
Web: WWW.MCMGRP.COM

952 SOUTH STATE ROAD 2
VALPARAISO, IN 46385
Ph 219.462.7743 | Fax 219.464.8248
Email: MCM@MCMGRP-IN.COM
Web: WWW.MCMGRP.COM

* This schedule is not all inclusive.



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

MEETING DATE

January 29, 2025

PREPARED BY

AGENDA ITEM # F.I

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

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None