



AGENDA OF THE IMPROVEMENT AND SERVICES COMMITTEE

**MONDAY, OCTOBER 29, 2018, 6:00 PM
CITY HALL, ROOM 207**

PLEASE NOTE TIME CHANGE

Immediately following Park Committee, which begins at 4:30 p.m.

A. Roll Call.

B. Approval of the Agenda.

C. Approval of Minutes.

D. Regular Business.

1. Consideration with possible action on request by Pete's Annex, LLC to enter into an agreement for Parking Division to manage and enforce parking in the BMO-Harris Bank Building parking lot located in the block surrounded by Broadway, West Walnut, Hubbard, and Pearl Streets (Lot BW) (held over from the September 27, 2018 Improvement and Services Committee meeting).
2. Consideration with possible action on request by Capital Credit Union to have the City of Green Bay accept dedication of the infrastructure and storm water management pond associated with the Mahon Creek 1st Addition subdivision.
3. Consideration with possible action on request by 304 North Adams Green Bay LLC for a change of agent and enter into a parking agreement at the Pine Street Ramp for Hotel Northland.
4. Consideration with possible action on request by Ald. Wery to review how sidewalk replacements are funded (held over from the October 9, 2018 Improvement and Services Committee meeting).

5. Consideration with possible action on request by Department of Public Works to approve Amendment No. 5 for Professional Service Agreement between City and Ayres Associates for North Webster Avenue design in the amount of \$18,940.
6. Consideration with possible action on request by Department of Public Works to extend 5-year option for parking on Lot "MM" with Arlington Computer Products LLC.
7. Consideration with possible action on request by Parks Department to install access to west side trail with associated sidewalk on the east end of San Jose Place.
8. Consideration with possible action on the review and award of the contract PINE ST. PARKING RAMP OFFICE HVAC REPLACEMENT.
9. Consideration with possible action on request by Wisconsin Public Service Corporation for an Easement across the following City owned parcels:
 - A. 2880 St. Anthony Drive – Tax Parcel #21-275-10-B.
 - B. 629 Mt. Mary Drive – Tax Parcel #21-324-1-1.
10. Consideration with possible action on application for Concrete Sidewalk Builder's License by Milis Flatwork.
11. Consideration with possible action on application for Tree & Brush Trimmer License by Basic Tree Service.
12. Report of actions taken by Department of Public Works
 - A. Award of contracts
 1. To approve to award contract PARKS PROJECT 3-18 (BAY BEACH GIANT WHEEL PROJECT) to the low, responsive bidder, Lunda Construction, in the amount of \$1,445,451.50 (held over from the October 9, 2018 Improvement and Services Committee meeting).
 2. To approve to award contract RAZING BUILDINGS FOR WEBSTER AVE. RECONSTRUCTION - Group #2 to the low, responsive bidder, Badgerland Demolition & Earthwork, Inc., in the amount of \$60,558.
 - B. Enter into a State/Municipal Agreement with the Wisconsin Department of Transportation for Traffic Signal Upgrades along West Mason Street from Military Avenue to 12th Street.
 - C. Enter into a State/Municipal Agreement with the Wisconsin Department of Transportation for LED Bulb Replacement at various locations across City of Green Bay.

E. Informational.

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

2. The next Improvement and Services Committee meeting is scheduled for November 14, 2018.

F. Public Hearings.

G. Adjournment.

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

October 29, 2018

PREPARED BY

AGENDA ITEM # D.I.

Consideration with possible action on request by Pete's Annex, LLC to enter into an agreement for Parking Division to manage and enforce parking in the BMO-Harris Bank Building parking lot located in the block surrounded by Broadway, West Walnut, Hubbard, and Pearl Streets (Lot BW) (held over from the September 27, 2018 Improvement and Services Committee meeting).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2018 Lot BW management agreement DRAFT
2. 2016 BMO lot map

**PETE'S ANNEX, LLC PARKING LOT
MANAGEMENT AGREEMENT
(City Designation = LOT BW)**

THIS AGREEMENT is made on this ____ day of September, 2018 by and between the CITY OF GREEN BAY, a Wisconsin municipal corporation (hereinafter "CITY"), and A&D Realty, LLC (hereinafter "OWNER").

1. The CITY hereby agrees to manage and operate the 118 stall parking lot located along the west side of the 100 block of North Pearl Street; located on City Tax Parcels 4-253-A, 4-187, 4-188, 4-189, 4-190, 4-191, 4-192, 4-193, and 4-194 (see attached Exhibit A) on behalf of the OWNER. The lot is currently owned by Pete's Annex, LLC with property management/representation by A&D Realty, LLC.

2. This Agreement authorizes the CITY to provide 1) installation and maintenance of appropriate parking restriction signs and parking meters, 2) annual pavement marking painting, 3) monthly pavement sweeping during non-winter months, 4) lawn cutting and general landscape maintenance only within and directly adjacent to the lot, 5) snow plowing/removal for the parking lot surface excluding sidewalks, 6) parking enforcement, and 7) rental parking administration services to the OWNER.

3. The OWNER shall be responsible for parking lot construction, maintenance, and repair of the pavement surface, curbs, medians, sidewalks, underground utilities, fencing, and lighting.

4. The OWNER shall designate the quantity and distribution of stalls within the lot for 1) building/business guest, 2) building employee, 3) transient metered, and 4) rental parking.

5. The CITY and OWNER shall cooperatively develop and maintain a hang tag or decal system to identify vehicles that are authorized to park in the lot. The hang tags and decals shall be used by the CITY to identify and enforce the parking rules.

6. The OWNER shall set parking rates and hours of operation for the lot. The CITY will advise the OWNER of current market rate trends, and parking industry enforcement practices and methods when changes are being considered by either party.

7. The CITY shall install and maintain appropriate signing and parking meters identifying the use of the lot and provide parking enforcement activities to control orderly, proper use of the parking stalls.

8. The CITY shall enforce parking restrictions in the lot during its normal parking enforcement rounds, and upon special request by the OWNER as CITY staffing is available, using City enforcement policies and practices. Subject to proper signage, the OWNER retains the right to have vehicles ticketed and towed if found parking in violation of designated use of parking stalls.

9. The CITY shall promote and sell rental parking stalls in the lot the same as it does for any City-owned parking facility.

10. The CITY shall summarize and forward all parking revenue (including sales tax) to the OWNER on a quarterly basis. The OWNER shall be responsible for payment of all applicable sales, income, and property taxes to the appropriate entities.

11. For the period of September 1 through December 31, 2018, the OWNER shall pay to the CITY \$x,xxx monthly for services as described herein.

12. The CITY shall prepare statements of lot operation expenses to share with the OWNER. These statements shall be completed annually, but may be completed more often upon mutual agreement. The purpose of the statement shall be to identify actual CITY costs associated

with this Agreement. If it is proven that the CITY management fee is less than actual expenses, then the fee shall be adjusted so that the CITY at least breaks even financially. Management fees shall be adjusted no more than once annually.

13. The term of this Agreement shall be for five (5) years beginning September 1, 2018, and ending August 31, 2023. There shall be an option to extend the Agreement for up to three (3) more five (5) year terms upon written request by the OWNER at least thirty (30) days prior to termination of each term.

14. The OWNER shall indemnify and hold harmless the CITY, its employees, agents or officials from any and all damage, loss or liability of any kind whatsoever occasioned upon and/or within the premises as described in this Agreement by reason of any bodily injury to or death of any person or by reason of any injury to property of third persons.

15. Either the CITY or the OWNER may terminate this Agreement upon reasonable legal cause with ninety (90) days written advance notice given to the other party. Upon mutual consent, the parties may terminate this Agreement at any time.

16. This Agreement may be assigned only upon written permission by the CITY.

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

SIGNATURES ON FOLLOWING PAGE

CITY OF GREEN BAY

Dated: September _____, 2018

By _____
James J. Schmitt, Mayor

Dated: September _____, 2018

By _____
Kris Teske, Clerk

A&D REALTY, LLC

Dated: September _____, 2018

By _____
David Donoian, Property Manager

ALTA/NSPS LAND TITLE SURVEY

All of Lots 18-23 and all of Lots 9-15, part of Lots 16, 17, 24 and B of the recorded "Original Plat of Fort Howard", City of Green Bay, Brown County, Wisconsin.
~310 W. Walnut Street~



LEGAL DESCRIPTION PER TITLE COMMITMENT

Parcel I
All of Lots 17, 18, 19, 20, 21, 22, 23, and part of Lot 24 as described in Volume 759 Records, Page 303, Original Plat of Fort Howard, now in the City of Green Bay, West Side of Fox River, Brown County, Wisconsin. Excepting therefrom the Southerly 25 feet of Lot 17 for street purposes and further excepting therefrom that part thereof as described in Jacket 9580 Image 26 for street purposes.

Parcel II
The South 21.25 feet of the West 44 feet of Lot 15, all of Lot 16, Original Plat of Fort Howard, now in the City of Green Bay, West Side of Fox River, Brown County, Wisconsin. Excepting therefrom the Southerly 25 feet of Lot 16 for street purposes.

Parcel III
The South 21.25 feet of the East 56 feet of Lot 15, Original Plat of Fort Howard, now in the City of Green Bay, West Side of Fox River, Brown County, Wisconsin.

Parcel IV
The North 20 feet of Lot 15, Original Plat of Fort Howard, now in the City of Green Bay, West Side of Fox River, Brown County, Wisconsin.

Parcel V
All of Lot 14, except the Northerly 1 foot thereof, Original Plat of Fort Howard, now in the City of Green Bay, West Side of Fox River, Brown County, Wisconsin.

Parcel VI
The South 1/2 of Lot 12, all of Lot 13, the Northerly 1 foot of Lot 14 and the South 6 inches of the North 1/2 of Lot 12, all being in the Original Plat of Fort Howard, now in the City of Green Bay, West Side of Fox River, Brown County, Wisconsin.

Parcel VII
Lot 11 and the North 1/2 of Lot 12, except the South 6 inches of the North 1/2 of Lot 12, Original Plat of Fort Howard, now in the City of Green Bay, West Side of Fox River, Brown County, Wisconsin.

Parcel VIII
Lots 9, 10 and the South 24 feet of Lot B, Original Plat of Fort Howard, now in the City of Green Bay, West Side of Fox River, Brown County, Wisconsin.

Parcel IX
The South 32 feet of the North 33 feet of Lot B, Original Plat of Fort Howard, now in the City of Green Bay, West Side of Fox River, Brown County, Wisconsin.

LEGAL DESCRIPTION PER SURVEY

All of Lots 18-23 and all of Lots 9-15, part of Lots 16, 17, 24 and B of the recorded "Original Plat of Fort Howard", City of Green Bay, Brown County, Wisconsin, more fully described as follows:

Beginning at the intersection of the East line of Lot 17 of the Recorded "Original Plat of Fort Howard" and the Northerly right of way of W. Walnut Street; thence N24°33'47"E, 302.79 feet along the East line of Lots 17-24 of said Plat; thence N64°12'34"W, 100.00 feet to the East right of way of North Broadway Avenue; thence S24°33'45"W, 294.79 feet along said East right of way; thence S25°51'48"E, 12.89 feet along said East right of way to the North right of way of S.T.H. "29" also known as West Walnut Street; thence S64°12'34"E, 90.05 feet along said North right of way to the point of beginning; thence S64°12'34"E, 14.00 feet along said North right of way; thence N24°33'47"E, 361.00 feet along the West line of Lots 9-16 and B of said Plat; thence S64°12'34"E, 100.14 feet to the West right of way of Pearl Street; thence S24°34'44"W, 361.00 feet along said West right of way of Pearl Street; thence N64°12'34"W, 100.05 feet along said North right of way of Walnut Street; thence continuing N64°12'34"W, 14.00 feet along said North right of way to the point of beginning.

Parcel contains 66,353 sq. ft. / 1.52 acres, more or less.
Parcel subject to easements and restrictions of record.

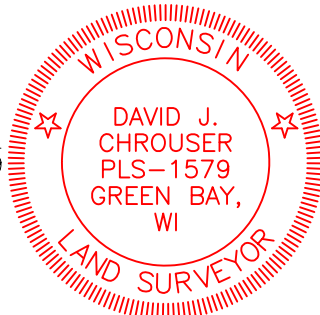
This being the same property as described in Knight Barry Title Services LLC, Title Commitment Number 859956, dated October 12, 2016.

To: BBN Law, KTS Investments, LLC, BMO Harris Bank, N.A. as successor by merger to M&I Marshall & Ilsley Bank fka M&I Bank Northeast fka Valley Bank Northeast fka Valley Bank of Green Bay fka West Bank and Trust fka West Side Bank; Knight Barry Title Services LLC.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5, 6(a), 6(b), 7(a), 7(b)(1), 8, 9, 11, 16, 19 and 21(location of previously filed tunnel) of Table A thereof. The field work was completed on December 6, 2016.

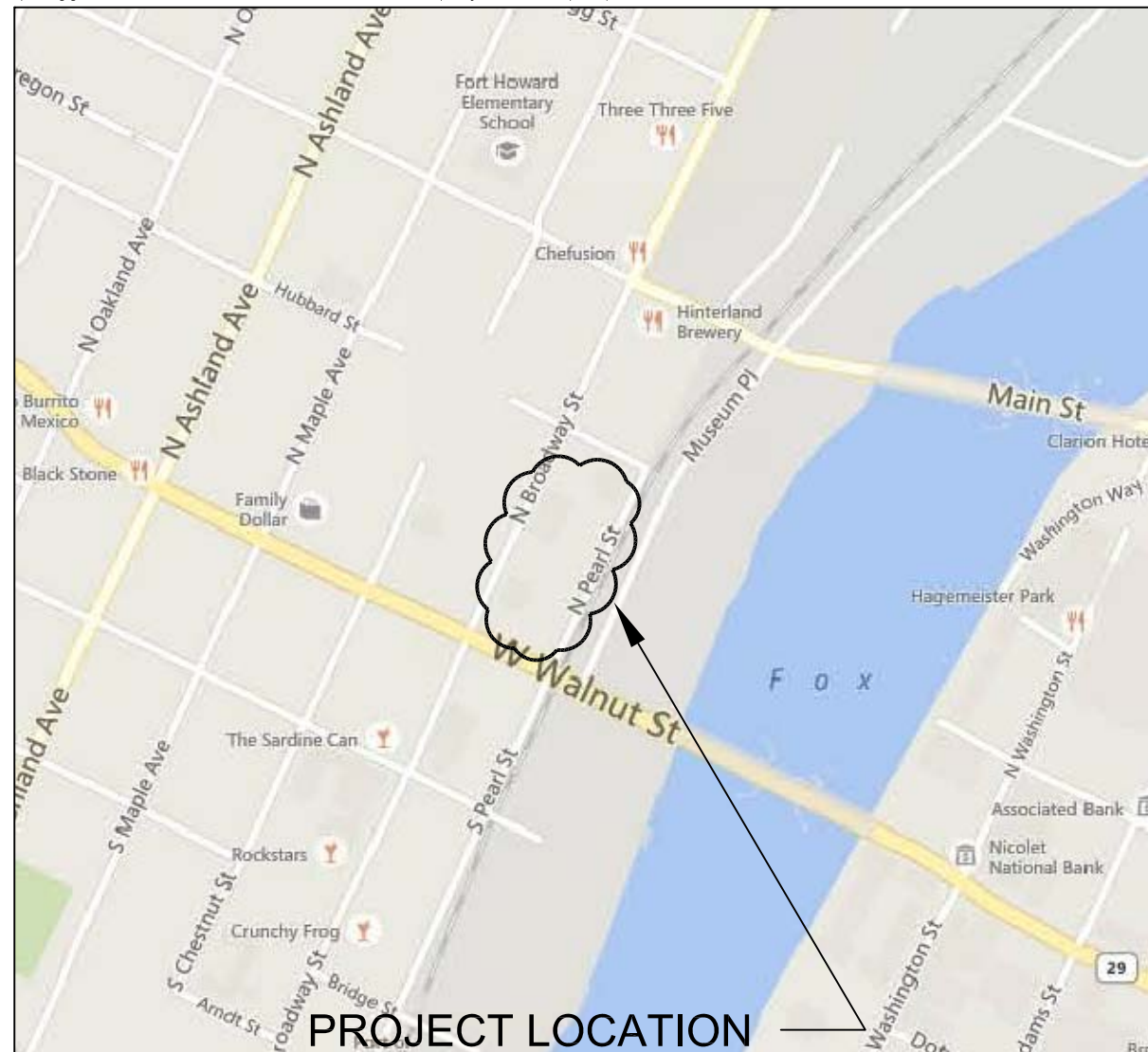
Date of Plat of Map: December 15, 2016

David J. Chrouser
dchrouser@mau-associates.com
www.mau-associates.com



NOTES

- Subject parcel is zoned D1 according to City of Green Bay GIS Map.
- Property located in Flood Zone "X" (Areas of minimal flooding) according to the FEMA FIRM Map No. 55090C0169F, Dated August 18, 2009.
- There are 119 total parking stalls, 3 of which are disabled stalls.
- There is no observed evidence of any recent earth moving work, building construction, or building additions.
- Digger's hotline had been called on this project on 11/28/16.

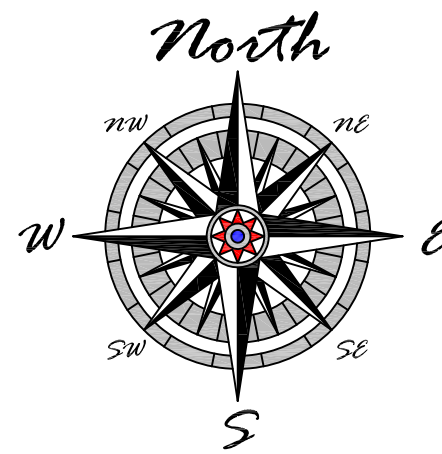


Schedule B-III Notes

- Subject to Comprehensive Redevelopment Plan of Green Bay and other matters contained in Jacket 3979, Records, Image 15, as Document No. 938801, recorded April 10, 1980.
- Subject to a Transmission Line Easement and other matters contained in Jacket 18082, Records, Image 03, as Document No. 1279383, recorded March 16, 1992, as illustrated on survey.
- Subject to easements, restrictions and other matters shown on the Plat of Original Plat of Fort Howard.

Legend

- 1.32" (o.d.) x 18" iron pipe weighing 1.68 lbs./in. ft. set
- 1" iron pipe found
- PK nail found
- PK nail set
- cut + found
- Brown County monument - type noted
- () recorded as bearing / distance
- round catch basin
- storm sewer manhole
- curb inlet
- storm sewer line
- sanitary sewer manhole
- sanitary sewer line
- hydrant
- watermain
- valve
- underground gas line
- gas meter
- underground telephone line
- telephone pedestal
- underground electric line
- electrical pedestal
- underground fiber optic line
- fiber optic pedestal
- fiber optic manhole
- light pole
- power pole
- overhead wires
- concrete curb & gutter line
- existing building
- fence line
- flag pole
- sign
- deciduous tree
- traffic light
- mailbox
- handicap parking space
- electric manhole



Bearings referenced to the South line of Dousman Claim, WSFR, assumed to be S64°10'24"E

Elevations referenced to the NAVD83 benchmark datum

SCALE
1"=20'

DRAWN BY
MRA

TAX PARCEL NO.
4-194, 4-193, 4-192, 4-191, 4-190, 4-189, 4-188, 4-187, 4-253-4

ALTA/NSPS

Mau & Associates
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Fax: 920-434-9672

BBN Law

PROJECT NO.
J-1815

SHEET NO.
1 of 1

DRAWING NO.
S-2714



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

MEETING DATE

October 29, 2018

PREPARED BY

AGENDA ITEM # D.2.

Consideration with possible action on request by Capital Credit Union to have the City of Green Bay accept dedication of the infrastructure and storm water management pond associated with the Mahon Creek 1st Addition subdivision.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. MahonCreekEstates_1stAddition - Letter from John R. Petitjean
2. MahonCreekEstates_1stAddition

HINGFUSS, SICKEL, PETITJEAN & WIETING

ATTORNEYS AT LAW

RECEIVED
OCT 02 2018

James R. Sickel
Frederick C. Wieting
John R. Petitjean
Kurtis A. Wieting
Kristine A. Pihlgren
Alexander J. Sickel
Trisha M. Schense

Jefferson Court Building
125 S. Jefferson Street, Suite 101
Green Bay, WI 54301
E-mail: mail@hspwlaw.com
www.hspwlaw.com
Fax 920-432-4446
Phone 920-432-7716

William Hinkfuss
Retired
J. Robert Petitjean
(1925-1981)
Daniel J. Vande Loo
(1965-2005)
Christopher R. Hinkfuss
(1965-2016)

October 1, 2018

City of Green Bay
Attn: Mayor Jim Schmitt & City Council
100 N. Jefferson Street
Green Bay, WI 54301

Re: Mahon Creek 1st Addition Subdivision

Dear Mayor Schmitt and City Council:

Please be advised that I represent Capital Credit Union. The Credit Union is requesting the City to accept a dedication of the infrastructure in and associated with the Mahon Creek 1st Addition Subdivision in accordance with the Developer's Agreement dated March 8, 2011. Said dedication shall include the transfer of the property to the City where the storm water pond is located. The Credit Union believes that the storm water pond is free of excessive sediment loading and not in need of dredging or cleaning.

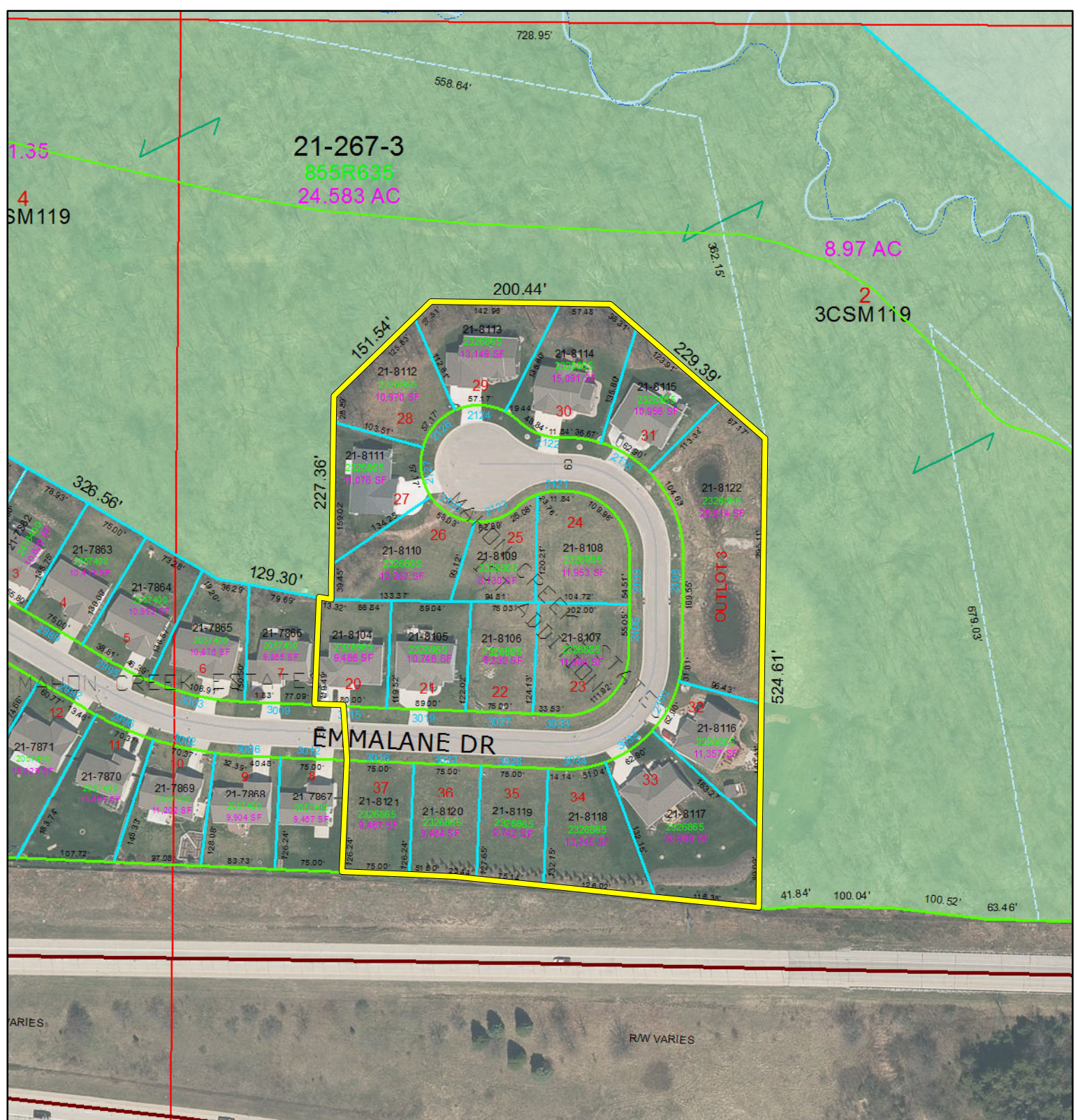
Thank you for your attention to this matter. We look forward to your response.

Very truly yours,


John R. Petitjean

tf

cc: Mr. Jonathan Probst, Capital Credit Union



0 150 300
Feet
1" = 150'
1:1,800

Mahon Creek Estates 1st Addition City of Green Bay

Legend



Mahon Creek Estates 1st Addition

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

Map prepared by City of Green Bay Department of Public Works,
Date Printed: 23 Oct 2018
X:\PubWorks\GIS_Projects\Misc\MahonCreekEstates_1stAddition.mxd



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

MEETING DATE

October 29, 2018

PREPARED BY

AGENDA ITEM # D.3.

Consideration with possible action on request by 304 North Adams Green Bay LLC for a change of agent and enter into a parking agreement at the Pine Street Ramp for Hotel Northland.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2017 Parking Agreement - 304 N Adams GB LLC - Draft (10-25-18)SGrenier

PINE STREET RAMP
PARKING AGREEMENT
304 NORTH ADAMS
GREEN BAY LLC

THIS AGREEMENT is made this _____ day of _____, 2018, by and between the CITY OF GREEN BAY, WISCONSIN, a municipal corporation (“CITY”), and 304 North Adams Green Bay LLC (“LESSEE”).

1. CITY hereby agrees to provide for LESSEE between zero (0) and fifty (50) parking spaces in the Pine Street Ramp. The number of stalls rented may be adjusted dependent on LESSEE needs and availability of space. LESSEE shall be responsible for notifying CITY of the number of spaces required for the upcoming month, which notification may be made verbally if confirmed in writing, or by electronic mail. If CITY does not receive notification from LESSEE regarding a change in the number of passes required, the number of passes invoiced from the prior month may be used.

2. CITY reserves the right to temporarily substitute parking spaces in the Pine Street Ramp for parking spaces in other CITY parking facilities located within a four (4) block radius of 304 North Adams Street in Green Bay, Wisconsin. Relocation of parking could result from issues such as (1) ramp renovations and/or reconstruction, (2) parking space limitations in the Pine Street Ramp, or (3) circumstances that render all or part of the ramp unusable. CITY will provide reasonable advance notice to LESSEE for relocation of parking stalls.

3. This agreement shall become effective November 1, 2018 and remain in effect until December 31, 2024, with allowance for three (3) additional 5-year extensions through December 31, 2039. Agreement extensions shall effectuate automatically.

4. LESSEE shall pay to CITY the current established volume parking rate for all parking stalls. The rental payment may vary from month to month dependent on number of parking stalls rented by LESSEE and CITY volume discount rate structure. Beginning November 1, 2018 on or before the first day of each month, LESSEE shall pay to CITY for rent of said parking spaces the amount due; for the first month, LESSEE shall pay \$999.90 (30 spaces x \$33.33 per space). CITY shall pay all applicable taxes. This rate shall remain constant until January 1, 2022. Following expiration of the initial three-year rate, CITY shall have the opportunity to correct rates prior to the initiation of the balance of the initial 5-year agreement, and during each subsequent 5-year extension, with any rental rate increases to be limited to the aggregated increase of rental rates during the last lease period at other similar facilities within the CITY, or ten percent (10%), whichever is less. Notice of rate adjustment shall be given by CITY to LESSEE prior to the end of each lease period.

5. CITY shall provide vouchers for use by LESSEE to consolidate parking charges for patrons of LESSEE. The payment may vary from month to month dependent upon the actual number of hours used by LESSEE's patrons. Beginning December 21, 2018, CITY shall compute the number of hours covered by parking vouchers for the preceding month, and submit and invoice to LESSEE for the cost of the associated hourly rate parking. The rate shall be established at \$0.75/hour for the time period of 6 am – 6 pm, Monday – Friday. LESSEE shall pay \$999.90 (30 spaces x \$33.33 per space). CITY shall pay all applicable taxes. This rate shall remain constant until January 1, 2022. Following expiration of the initial three-year rate, CITY shall have the opportunity to correct rates prior to the initiation of the balance of the initial 5-year agreement, and during each subsequent 5-year extension, with any hourly rate increases to be limited to the aggregated increase of hourly rates during the last lease period at other similar facilities within the CITY, or ten percent (10%), whichever is less. Notice of rate adjustment shall be given by CITY to LESSEE prior to the end of each lease period.

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

7. It is understood that and agreed by and between both parties that all parking spaces provided hereunder shall be used only for the purpose of parking vehicles associated with occupancy of LESSEE's building.

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

shall be applicable except to the extent such liability results from the negligence of the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

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

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

9. If the number of rented stalls would ever reduce to zero (0) this agreement shall remain in effect until such time as LESSEE confirms in writing their intention to CITY to terminate the agreement. Unless otherwise specified in this agreement, all notices shall be in writing and sent to:

CITY: City of Green Bay Parking System Division
100 North Jefferson Street, Room 300
Green Bay, WI 54301

LESSEE: 304 North Adams Green Bay LLC
304 North Adams Street
Green Bay, WI 54301
Attn: Tom Conran

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

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

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

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

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

CITY OF GREENBAY

Dated: _____, 2018

By: _____
James J. Schmitt, Mayor

By: _____
Kris A. Teske, City Clerk

304 NORTH ADAMS GREEN BAY LLC

Dated: _____, 2018

By: _____
Tom Conran, Officer



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

MEETING DATE

October 29, 2018

PREPARED BY

AGENDA ITEM # D.4.

Consideration with possible action on request by Ald. Wery to review how sidewalk replacements are funded (held over from the October 9, 2018 Improvement and Services Committee meeting).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

October 29, 2018

PREPARED BY

AGENDA ITEM # D.5.

Consideration with possible action on request by Department of Public Works to approve Amendment No. 5 for Professional Service Agreement between City and Ayres Associates for North Webster Avenue design in the amount of \$18,940.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Amendment No. 5 for Professional Service Agreement - Ayres Associates

AMENDMENT TO AGREEMENT

Amendment #5 dated October 1, 2018

The Agreement for Professional Services signed as of January 11, 2016 between the City of Green Bay, 100 North Jefferson Street, Green Bay, WI 54301 (OWNER) and Ayres Associates, 3376 Packerland Drive, De Pere, WI 54115 (CONSULTANT) is hereby amended as set forth below.

Project Background:

Ayres Associates was retained for the design of North Webster Avenue, from University Avenue to Radisson Street. The project is planned for construction in the summer of 2019. Below lists the additional services that were outside of the original scope of our contract.

Amended Scope of Services:

In the original contract, street lighting plans were to be provided by the City, which was assumed to be an insert into the plans to be let out for the project. Ayres Associates needed to draft the layout of the lighting conduit, and bases, coordinate changes needed for the plans, and write special provisions for the lighting quantities. (\$4500)

Additional design required for traffic control coordination and plans (\$3200), pedestrian access during construction (\$1400), the closure of the alleys along the east side of North Webster Avenue (\$4000), changes/revisions to storm sewer plans during the plan development stages (\$3000), and obtaining the new WPDES construction site storm water runoff permit (\$1000).

Ayres Associates is to prepare Proprietary Product Justification, which is needed for 22 bid items required by the City. (\$1500)

Additional title reports (\$340; completed by subconsultant Bay Title and Abstract) – One additional title report, one additional title update and two additional ownership reports were needed for the project. Ayres has subcontracted Bay Title and Abstract for \$225 per title search, \$35 per update, and \$40 per ownership report for a total of \$340.

Schedule:

The work as described in the amended scope of services shall be completed by December 1, 2018.

Compensation:

For the above amended scope of services completed by Ayres Associates shall be compensated by an actual cost amount of \$18,940.00.

In Witness Whereof, the parties hereto have made and executed this Amendment to Agreement as of the day and year first written above.

City of Green Bay
OWNER

Ayres Associates Inc
CONSULTANT

(Signature)



(Typed Name)

Troy Robillard

(Title)

Transportation Manager

(Date)



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

MEETING DATE

October 29, 2018

PREPARED BY

AGENDA ITEM # D.6.

Consideration with possible action on request by Department of Public Works to extend 5-year option for parking on Lot "MM" with Arlington Computer Products LLC.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Consent to Contract Assignment - Lot MM Parking Lot Agreement

COPY

CONSENT TO CONTRACT ASSIGNMENT

October 1, 2018

CITY OF GREEN BAY, WISCONSIN

Address: _____

Attention: _____

Re: Lease dated December 31, 2013 by and between City of Green Bay, Wisconsin and Camera Corner, Inc. (as amended, modified or supplemented from time to time, the "Lease")

Ladies and Gentlemen:

As you may know, we are in the process of completing a transaction which will result in the business, assets and operations of Camera Corner, Inc., a Wisconsin corporation ("CCCP"), being purchased by Arlington Computer Products LLC, a Delaware limited liability company ("ACP"). This sale and purchase of CCCP's business will include the assignment by CCCP to ACP of the Lease.

In connection with this transaction, we are writing to request your consent to the assignment by CCCP to ACP of all of CCCP's interests, rights and obligations under the Lease. Please evidence your consent and agreement to such assignment by executing this letter agreement below. Thank you for your prompt attention to this matter.

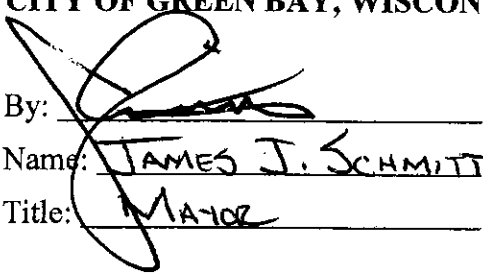
Very truly yours,

CAMERA CORNER, INC.


Rick Chernick

Accepted and agreed to as of the date first above written:

CITY OF GREEN BAY, WISCONSIN

By: 

Name: JAMES J. SCHMITT

Title: MAYOR



Law Department

"BETTER BY THE BAY"

Anthony S. Wachewicz III
City Attorney

January 20, 2014

Mr. Richard Chernick
President
Camera Corner Connecting Point
P. O. Box 248
Green Bay, WI 54305-0248

Re: Lot "MM" Parking Lease Agreement

Mr. Chernick:

Enclosed please find a duplicate original of the Lot "MM" Parking Lease Agreement for your records.

Sincerely,

Beth A. Carpenter
Paralegal

Enclosure

LOT "MM"
PARKING LEASE AGREEMENT
CAMERA CORNER CONNECTING POINT

THIS AGREEMENT is made this 31 day of December, 2013, by and between the CITY OF GREEN BAY, WISCONSIN, a municipal corporation ("CITY"), and Camera Corner Connecting Point ("LESSEE").

1. CITY hereby agrees to lease to LESSEE twenty four (24) parking spaces in the City-owned parking lot located near the southeast corner of North Monroe Avenue and Main Street (Tax Parcel 11-92), known as Lot "MM" in Green Bay, Wisconsin. The number of leased stalls may be adjusted dependent on needs and availability of space. The CITY shall install and maintain asphalt pavement, pavement markings, stall numbering and official signs in Lot "MM" that specifically identify the lot limits and parking spaces designated for LESSEE's use only.

2. This Lease shall be effective on October 15, 2013, and remain in effect until October 31, 2018, with allowance for two (2) 5-year extensions through October 31, 2028. Lease extensions shall be effectuated by letter agreement between the parties.

3. Beginning November 1, 2013, on or before the first day of each month, LESSEE shall pay to CITY for rent of said parking spaces the amount of \$600.00 (24 spaces x \$25.00 per space) monthly. LESSEE shall pay for half a month's rent for October of 2013. CITY shall pay all applicable taxes. The rate shall remain fixed through December 31, 2016. On January 1, 2017, and each subsequent year, the lease rate shall be subject to increases as determined by the CITY. Notice of rate adjustment shall be given by the CITY to LESSEE prior to the end of each year.

4. LESSEE shall perform routine maintenance of the lot including, but not limited to, grass/weed maintenance, litter control and snow removal for Lot "MM" and the adjacent sidewalk. CITY shall maintain pavement surface, pavement markings and official signing for Lot "MM."

5. Regular lease payments are due on or before the first of each month. It is understood and agreed by and between the parties that time is of the essence with respect to the payment of the monthly rental fee set forth above. Failure on the part of the LESSEE to make payment in accordance with the terms of this agreement shall cause this Lease to terminate and to be null and void; and the CITY may enter upon and expel the LESSEE from said premises forthwith, including issuance of parking citations without permission of vehicle owner.

6. Lessee shall indemnify and hold harmless the CITY from any and all damage, loss, or liability of any kind whatsoever arising out of the use of the leased space.

7. Either CITY or LESSEE may terminate this Lease upon ninety (90) days written advance notice given to the other party. Notices shall be sent to:

CITY: City of Green Bay Parking Division
100 North Jefferson Street, Room 300
Green Bay, WI 54301

LESSEE: Camera Corner Connecting Point
529 North Monroe Avenue
P.O. Box 248
Green Bay, WI 54305-0248

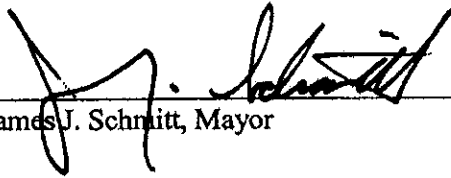
8. This Lease Agreement may be assigned only upon written permission by the CITY.

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

(Signature Page Follows)

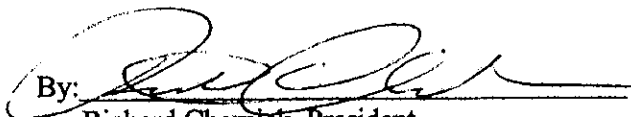
CITY OF GREEN BAY

Dated: December 31, 2013

By: 
James J. Schmitt, Mayor

CAMERA CORNER CONNECTING POINT

Dated: 12/31, 2013

By: 
Richard Chernick, President
Camera Corner Connecting Point



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

MEETING DATE

October 29, 2018

PREPARED BY

AGENDA ITEM # D.7.

Consideration with possible action on request by Parks Department to install access to west side trail with associated sidewalk on the east end of San Jose Place.

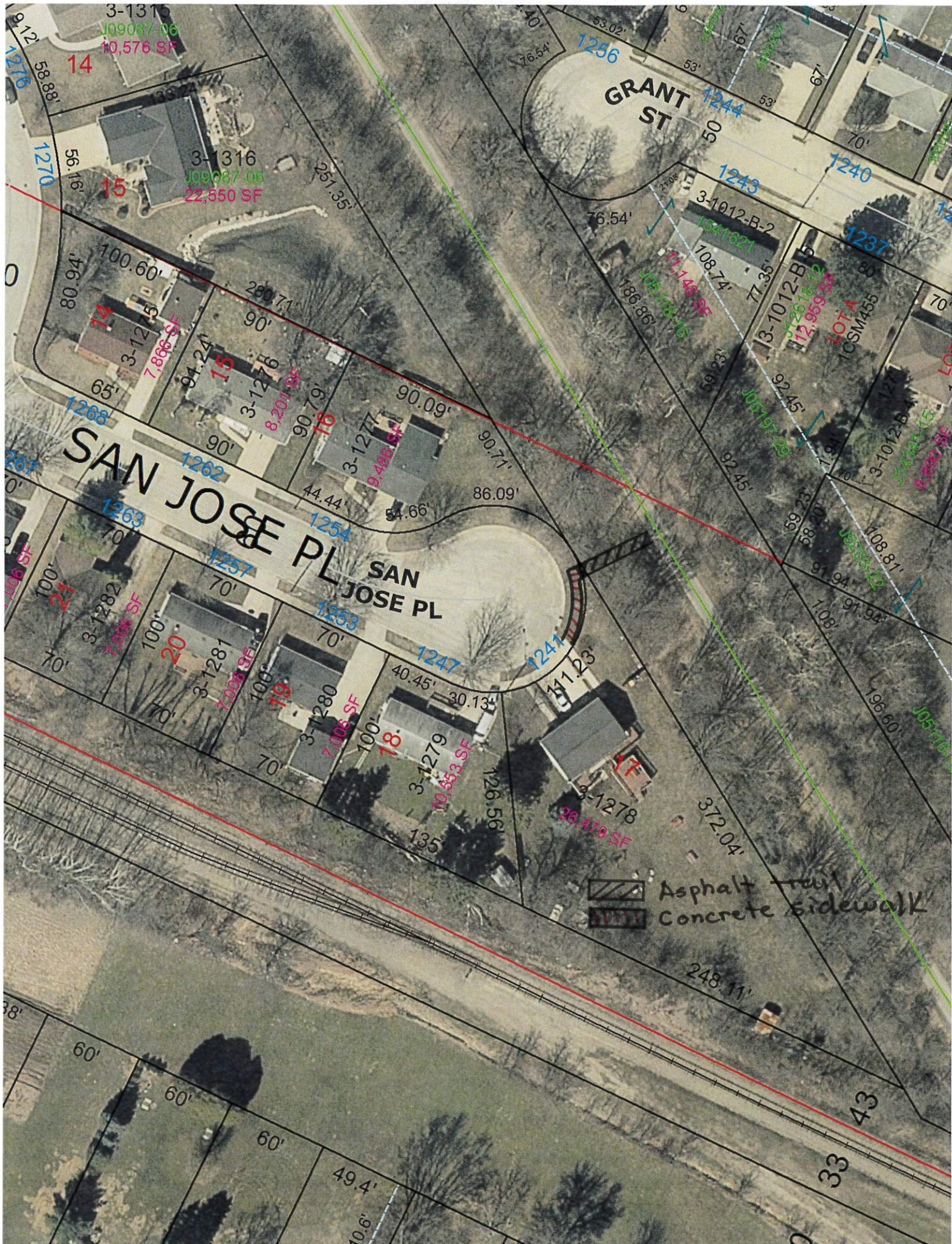
BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Parks Dept-access to trail east end of San Jose Place





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

MEETING DATE

October 29, 2018

PREPARED BY

AGENDA ITEM # D.8.

Consideration with possible action on the review and award of the contract PINE ST. PARKING RAMP
OFFICE HVAC REPLACEMENT.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Bid Summary - Public PINE ST. PARKING RAMP OFFICE HVAC REPLACEMENT

CITY OF GREEN BAY, WISCONSIN
SUMMARY OF BIDS FOR CONTRACT

PINE ST. PARKING RAMP OFFICE HVAC REPLACEMENT

Tuesday, October 23, 2018

Contractor	Bid	Bid Bond
AMA INC.	\$76,964.00	5%
HURCKMAN MECHANICAL INDUSTRIES INC.	\$78,750.00	5%
Any questions, call 920-448-3100		



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

MEETING DATE

October 29, 2018

PREPARED BY

AGENDA ITEM # D.9.

Consideration with possible action on request by Wisconsin Public Service Corporation for an Easement across the following City owned parcels:

A. 2880 St. Anthony Drive – Tax Parcel #21-275-10-B.

B. 629 Mt. Mary Drive – Tax Parcel #21-324-1-1.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2880 St Anthony Dr photo and map
2. Easement_City of GB_2674238Mt Mary n-o Humboldt
3. 629 Mt Mary sites photos
4. Easement_City of GB_2674238.St Anthony @ Mt Mary



2880 St Anthony Drive

ELECTRIC UNDERGROUND AND GAS EASEMENT

THIS INDENTURE is made this _____ day of _____, _____, by and between **City of Green Bay, a Municipal Corporation**, ("Grantor") and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin Corporation, along with its successors and assigns and **Time Warner Cable Midwest LLC, Wisconsin Bell Inc. d/b/a AT&T Wisconsin, a Wisconsin Corporation** (collectively, "Grantee"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of land, hereby grants and warrants to, Grantee, a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area" more particularly described as follows:

Part of the Parcel described in Brown County Register of Deeds Volume 342, page 60, Document Number 524354, being part of Government Lot 4, Section 27, Township 24 North, Range 21 East, **City of Green Bay, County of Brown, State of Wisconsin**, more particularly described as follows:

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

Parcel Identification Number (PIN)
21-275-10-B

A 12 foot wide easement strip described as the North 12 feet of the above described Parcel lying South of and abutting the Southerly right of way line of St Anthony Dr.

See the **attached Exhibit "A"**.

- 1. Purpose: ELECTRIC UNDERGROUND AND GAS** - The purpose of this easement is to construct, install, operate, maintain repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground, as well as pipeline or pipelines with valves, tieovers, main laterals and service laterals, together with all necessary and appurtenant equipment under and above ground, including cathodic protection apparatus used for corrosion control, as deemed necessary by Grantee, for the transmission and distribution of electric energy, signals, television and telecommunications services; natural gas and all by-products thereof, or any liquids, gases, or substances which can or may be transported or distributed through a pipeline, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
- 2. Access:** Grantee shall have the right to enter on and across any of the Grantor's property outside of the easement area as may be reasonably necessary to gain access to the easement area and as may be reasonably necessary for the construction, installation, operation, maintenance, inspection, removal or replacement of the Grantee's facilities.
- 3. Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric and gas codes or any amendments thereto.

4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.
9. **Indemnification.** Grantee hereby agrees to indemnify, defend and hold harmless the Grantor, 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 Grantee, any contractor or subcontractor performing work on behalf of Grantee in the Easement Area, or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on Grantor, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the Grantor, 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 Grantor, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

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

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

[REMAINDER OF PAGE LEFT BLANK]

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

City of Green Bay, a Municipal Corporation

Corporate Name

Sign Name

Print name & title

Sign Name

Print name & title

STATE OF _____)
)SS
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, _____, by the above-named _____

City of Green Bay, a Municipal Corporation, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

Sign Name _____

Print Name _____

Notary Public, State of _____

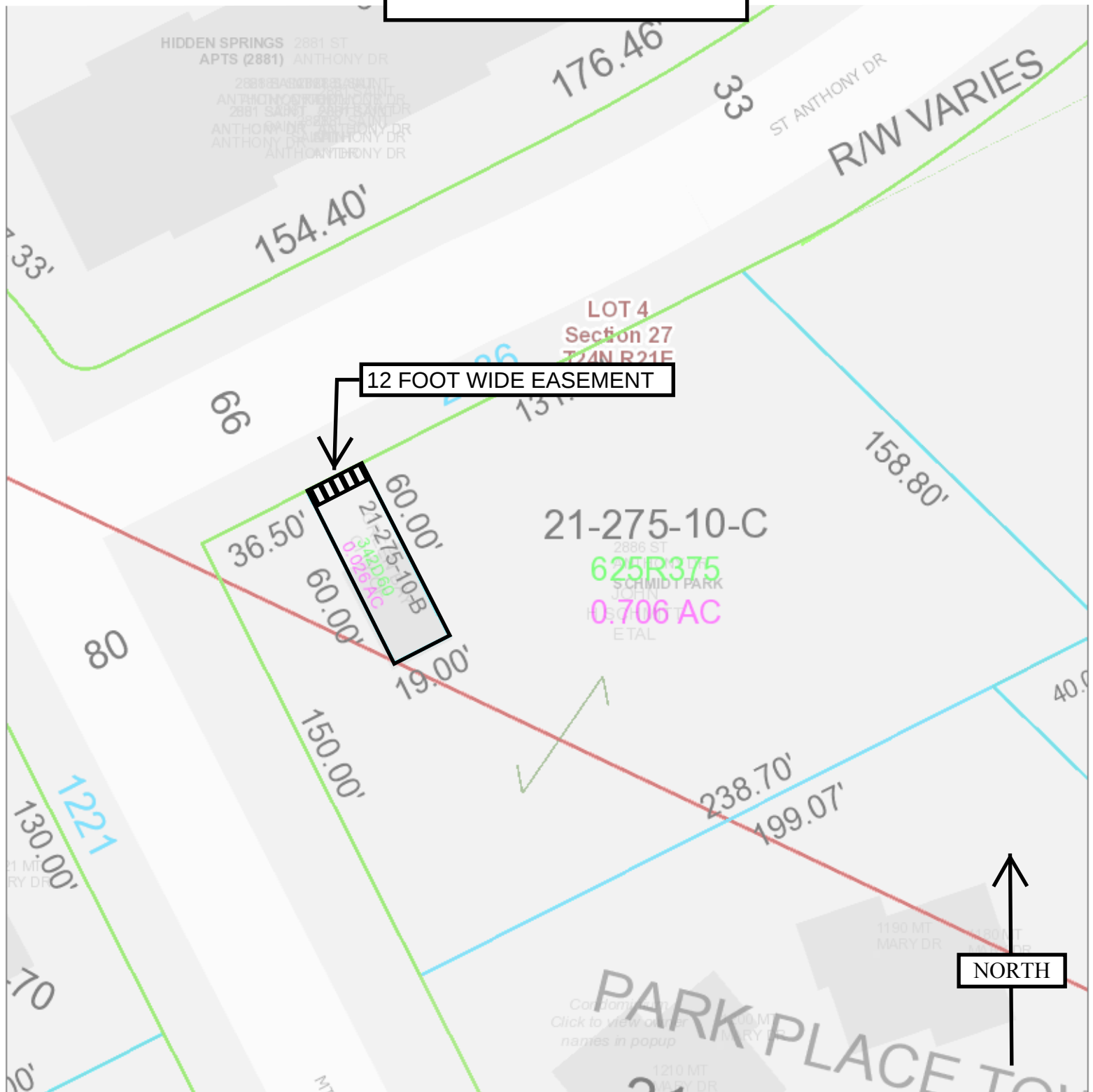
My Commission expires: _____

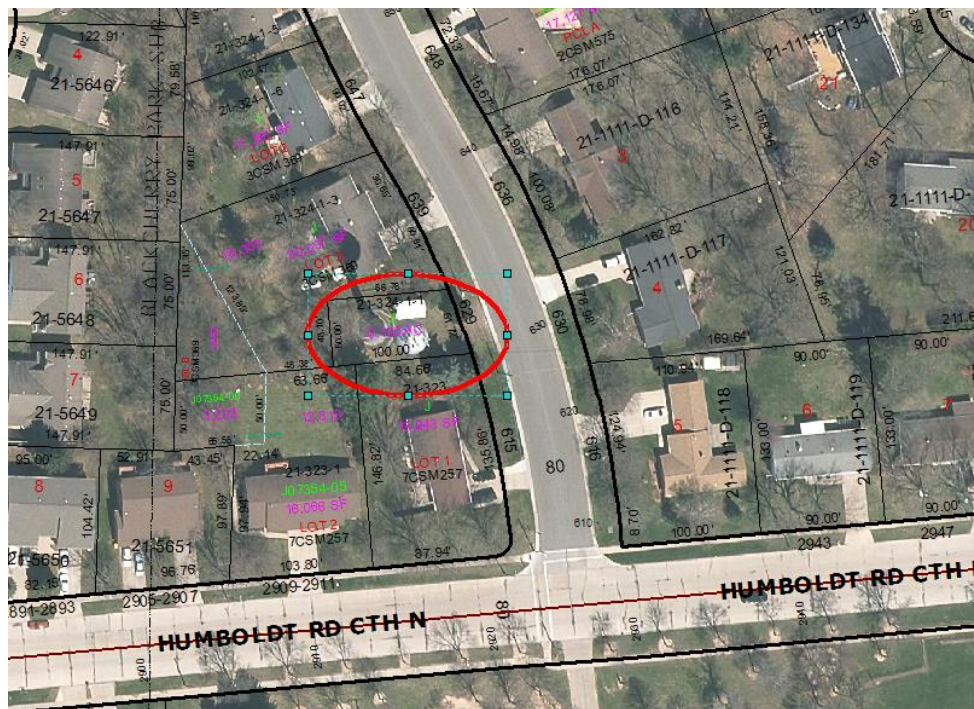
This instrument drafted by: Michelle Somers

Wisconsin Public Service Corporation

Date	County	Municipality	Site Address	Parcel Identification Number
October 2, 2018	Brown	City of Green Bay	St Anthony Dr	21-275-10-B
Real Estate No.	WPSC District	WR#	WR Type	I/O
1002908	Green Bay-10	2674238	EPLAN	21800433EC

NOT TO SCALE
FOR REFERENCE ONLY





629 Mt. Mary Drive

ELECTRIC UNDERGROUND AND GAS EASEMENT

THIS INDENTURE is made this _____ day of _____, _____, by and between **City of Green Bay, a Municipal Corporation**, ("Grantor") and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin Corporation, along with its successors and assigns and **Time Warner Cable Midwest LLC, Wisconsin Bell Inc. d/b/a AT&T Wisconsin, a Wisconsin Corporation** (collectively, "Grantee"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of land, hereby grants and warrants to, Grantee, a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area" more particularly described as follows:

Part of the Parcel described in Brown County Register of Deeds Volume 343, page 76, Document Number 527446, being part of the Southwest Quarter of the Northeast Quarter (SW1/4-NE1/4) of Section 34, Township 24 North, Range 21 East, **City of Green Bay, County of Brown, State of Wisconsin**, more particularly described as follows:

A 12 foot wide easement strip described as the East 12 feet of the above described Parcel lying West of and abutting the Westerly right of way line of Mt Mary Dr.

See the **attached Exhibit "A"**.

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

Parcel Identification Number (PIN)
21-324-1-1

- 1. Purpose: ELECTRIC UNDERGROUND AND GAS** - The purpose of this easement is to construct, install, operate, maintain repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground, as well as pipeline or pipelines with valves, tieovers, main laterals and service laterals, together with all necessary and appurtenant equipment under and above ground, including cathodic protection apparatus used for corrosion control, as deemed necessary by Grantee, for the transmission and distribution of electric energy, signals, television and telecommunications services; natural gas and all by-products thereof, or any liquids, gases, or substances which can or may be transported or distributed through a pipeline, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
- 2. Access:** Grantee shall have the right to enter on and across any of the Grantor's property outside of the easement area as may be reasonably necessary to gain access to the easement area and as may be reasonably necessary for the construction, installation, operation, maintenance, inspection, removal or replacement of the Grantee's facilities.

3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric and gas codes or any amendments thereto.
4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document or voluntarily waives the five day review period.
9. **Indemnification.** Grantee hereby agrees to indemnify, defend and hold harmless the Grantor, 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 Grantee, any contractor or subcontractor performing work on behalf of Grantee in the Easement Area, or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on Grantor, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the Grantor, 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 Grantor, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

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

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

[REMAINDER OF PAGE LEFT BLANK]

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

City of Green Bay, a Municipal Corporation

Corporate Name

Sign Name

Print name & title

Sign Name

Print name & title

STATE OF _____)
)SS
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, _____, by the above-named _____

City of Green Bay, a Municipal Corporation, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

Sign Name _____
Print Name _____

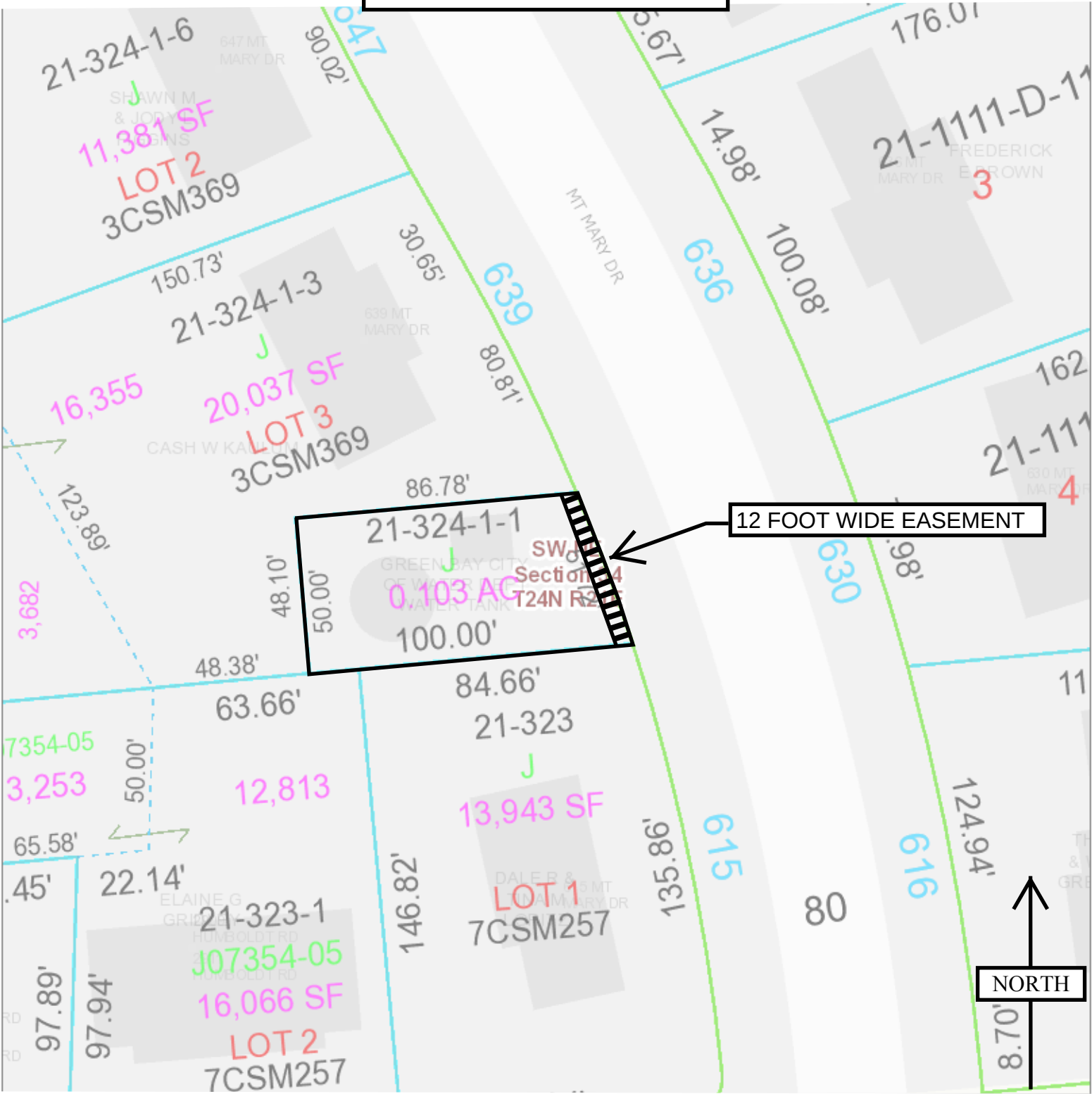
Notary Public, State of _____
My Commission expires: _____

This instrument drafted by: Michelle Somers

Wisconsin Public Service Corporation

Date	County	Municipality	Site Address	Parcel Identification Number
October 2, 2018	Brown	City of Green Bay	Mt Mary Dr	21-324-1-1
Real Estate No.	WPSC District	WR#	WR Type	I/O
1003118	Green Bay-10	2674238	EPLAN	21800433EC

EXHIBIT "A"
NOT TO SCALE
FOR REFERENCE ONLY





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

MEETING DATE

October 29, 2018

PREPARED BY

AGENDA ITEM # D.10.

Consideration with possible action on application for Concrete Sidewalk Builder's License by Milis Flatwork.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

October 29, 2018

PREPARED BY

AGENDA ITEM # D.I I.

Consideration with possible action on application for Tree & Brush Trimmer License by Basic Tree Service.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

October 29, 2018

PREPARED BY

AGENDA ITEM # D.12.

Report of actions taken by Department of Public Works

A. Award of contracts

1. To approve to award contract PARKS PROJECT 3-18 (BAY BEACH GIANT WHEEL PROJECT) to the low, responsive bidder, Lunda Construction, in the amount of \$1,445,451.50 (held over from the October 9, 2018 Improvement and Services Committee meeting).

2. To approve to award contract RAZING BUILDINGS FOR WEBSTER AVE. RECONSTRUCTION - Group #2 to the low, responsive bidder, Badgerland Demolition & Earthwork, Inc., in the amount of \$60,558.

B. Enter into a State/Municipal Agreement with the Wisconsin Department of Transportation for Traffic Signal Upgrades along West Mason Street from Military Avenue to 12th Street.

C. Enter into a State/Municipal Agreement with the Wisconsin Department of Transportation for LED Bulb Replacement at various locations across City of Green Bay.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Bid Summary - Public (PARKS PROJECT 3-18 BAY BEACH GIANT WHEEL PROJECT)
2. Bid Summary - Public RAZING BUILDINGS FOR WEBSTER AVE. RECONSTRUCTION - Group 2
3. State Municipal Agreement (FY19 Traffic Signal Upgrades)
4. State Municipal Agreement (FY19 LED Replacement) (2)

CITY OF GREEN BAY, WISCONSIN
SUMMARY OF BIDS FOR CONTRACT

PARKS PROJECT 3-18 (BAY BEACH GIANT WHEEL PROJECT)

Tuesday, October 16, 2018

Contractor	Bid	Bid Bond
LUNDA CONSTRUCTION	\$1,445,451.50	5%
MIRON CONSTRUCTION	\$1,486,846.00	5%
ZENITH TECH	\$1,581,726.08	5%
MICHELS CORPORATION	\$1,618,986.72	5%
JANKE GENERAL CONTRACTORS	\$1,699,671.00	5%
Any questions, call 920-448-3100		

CITY OF GREEN BAY, WISCONSIN

SUMMARY OF BIDS FOR CONTRACT

**RAZING BUILDINGS FOR WEBSTER AVE. RECONSTRUCTION - Group
#2**

Tuesday, October 23, 2018

Contractor	Bid	Bid Bond
BADGERLAND DEMOLITION & EARTHWORK INC.	\$60,558.00	5%
BEST ENTERPRISES LLC	\$78,068.00	5%
Any questions, call 920-448-3100		



**Original
STATE/MUNICIPAL FINANCIAL
AGREEMENT FOR A STATE- LET
HIGHWAY PROJECT**

Date: June 27, 2018
 I.D.: 3700-30-23
 Road Name: W. Mason Street
 City of Green Bay
 Limits: Military Avenue – 12th Street
 County: Brown
 Project Length: N/A

The signatory City of Green Bay hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: Signal rehabilitation upgrades at 7 signalized intersections along W. Mason Street/STH 54 from Military Avenue – 12th Street including interconnecting signals with fiber cable.

Proposed Improvement - Nature of work: Upgrades to be done at Mitchell St., Military Ave., Fisk St., Ridge St., Meacham St., Oneida St. and 12th St. Upgrades include signal controllers and cabinets, signal cable, fiber optic cable, electrical wire, vehicle detection systems, pull boxes, ridged non-metallic conduit, removing pull boxes, removing bases, removing & replacing curb and gutter and sidewalk when impacted by signal reconstruction and other related items incidental to signal rehabilitation and fiber interconnect.

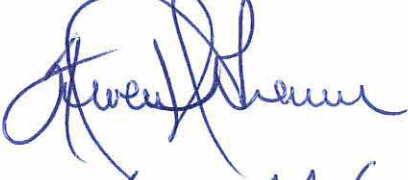
Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality:

TABLE 1

PHASE	ESTIMATED COST				
	Total Estimated Cost	Federal / State Funds	%	Municipal Funds	%
Construction :					
Normal Participating	1,140,114	1,026,103	90	114,011	10
TOTAL COST DISTRIBUTION:	1,140,114	1,026,103	90	114,011	10

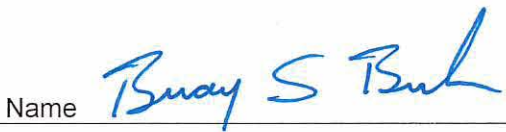
This request is subject to the terms and conditions that follow (pages [2] – [3]) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of the City of Green Bay (please sign in blue ink)



Name STEVEN M. GRENIER Title DIRECTOR OF PUBLIC WORKS Date 07/10/18

Signed for and in behalf of the State (please sign in blue ink)



Name Brian S Burk Title NE Region Planning Mgr Date 7/19/18

TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds Federal/State financing commitments or are ineligible for Federal/State financing. Local participation shall be limited to the items and percentages set forth in table 1 that shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
3. Funding of each project Phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or State transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Purchasing is split 90% WisDOT and 10% City.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other Utility or Facility Owner includes the following items:
 - (a) Construction engineering incidental to inspection and supervision of signal upgrades.
5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
6. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State

in behalf of the project.

7. The Municipality shall at its own cost and expense:

(a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and shall make ample provision for such maintenance each year.

9. Basis for local participation:

Construction: Construction costs shown are based on similar project prices.

CORRESPONDENCE/MEMORANDUM

PROJECT AGREEMENT ACCEPTANCE DATE: 6/21/18

SUBJECT: Project Agreement:

Project ID: 3700-30-20

Title: City of Green Bay

Limits: Connecting Highways Various Locations

County: Brown

The Attached Agreement Is Recommended for Approval:

PROGRAM: 305-Highway Maintenance, Repair and Traffic Operations

CONCEPTS COVERED by this AGREEMENT: Traffic

TOTAL ESTIMATED COST: \$123,964

PARTICIPATION: See Matrix

NON-PARTICIPATION: Municipality is responsible for all non-participating items-see Matrix.

EXECUTED BY: City of Green Bay

DATE: 6 /7/18

MIS Date: 2 /25/19

NOTES:

Retrofitting LED traffic bulb modules at 38 connecting highway signalized locations.

REGION REVIEWER: Scott Simmons, P.E., State Six-Year Program Manager
Date: 6/21/18

REGION APPROVED: Brian Brock, NE Region Planning Manager
Date: 6 /21/18

REGION: NE



**Original
STATE/MUNICIPAL FINANCIAL
AGREEMENT FOR A STATE- LET
HIGHWAY PROJECT**

Date: May 31, 2018
 I.D.: 3700-30-20
 Road Name: Connecting HWYS
 City of Green Bay
 Limits: 38 Locations
 County: Brown
 Project Length: N/A

The signatory City of Green Bay hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: Retrofitting LED traffic bulb modules at 38 connecting highway signalized intersections.

Proposed Improvement - Nature of work: Items include 12-inch Red Arrow, 9-inch Walk (Full Man), 9-inch Don't Walk (Full Hand), 12-inch Man-Hand, 12-inch Countdown, and 16-inch Man-Hand Countdown. Work is not anticipated to include the installation of traffic signal housing, poles, signal cable, and pedestrian signals, since the City conducted this work during its FY08 LED Signal Replacement project at both Connecting Highway and Non-Connecting Highway signalized intersections.

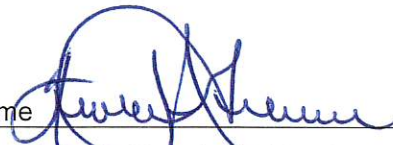
Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality:

TABLE 1

PHASE	ESTIMATED COST				
	Total Estimated Cost	Federal / State Funds	%	Municipal Funds	%
Construction :					
Normal Participating	123,964	111,568	90	12,396	10
TOTAL COST DISTRIBUTION:	123,964	111,568	90	12,396	10

This request is subject to the terms and conditions that follow (pages [2] – [3]) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of the City of Green Bay (please sign in blue ink)

Name 

Title Director of Public Works

Date 06/07/18

Signed for and in behalf of the State (please sign in blue ink)

Name 

Title NE Region Planning Mgr

Date 6/21/18

TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds Federal/State financing commitments or are ineligible for Federal/State financing. Local participation shall be limited to the items and percentages set forth in table 1 that shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
3. Funding of each project Phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or State transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Purchasing is split 90% WisDOT and 10% City.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other Utility or Facility Owner includes the following items:
 - (a) Construction engineering incidental to inspection and supervision of LED Traffic Bulb Modules.
5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
6. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.

7. The Municipality shall at its own cost and expense:

- (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and shall make ample provision for such maintenance each year.

9. Basis for local participation:

Construction: Construction costs shown are based on similar project prices.



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

MEETING DATE

October 29, 2018

PREPARED BY

AGENDA ITEM # E.I.

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

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

October 29, 2018

PREPARED BY

AGENDA ITEM # E.2.

The next Improvement and Services Committee meeting is scheduled for November 14, 2018.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None