



AGENDA OF THE IMPROVEMENT AND SERVICES COMMITTEE

WEDNESDAY, SEPTEMBER 9, 2020, 5:00 PM

PLEASE NOTE TIME CHANGE

Virtual Meeting. Public may join via Zoom.

A. Zoom Meeting Information.

1. This item contains documents which provide call in information and instructions for the Zoom meeting.

B. Roll Call.

C. Approval of the Agenda.

D. Approval of Minutes.

E. Regular Business.

1. Consideration with possible action on request by Bryan Hoff to appeal the nuisance, litter and solid waste materials invoice of \$411.89 at 1019 Velp Avenue.
2. Consideration with possible action on request by Dan Schmidt for an exemption to the provisions of Section 9.41 (1) (d), Green Bay Municipal Code, regarding repayment of deferred special assessments on Parcel 21-6668-55-1.
3. Consideration with possible action on request by Kapla Enterprises LLC for permission to employ City trash and recycling tipper carts at an apartment complex located at 1747-1749 Oakdale Avenue.
4. Consideration with possible action on request by the residents of the Eaton Heights Subdivision for a sidewalk study on the east side of N. Huron Road from Humboldt Road to the south STH 54/57 Interchange. (Ald. Dorff)

5. Consideration and possible action on request to rescind or reduce the long grass/weed compliance cutting charge of \$178.30 on Invoice 133126 for Rexford Buxton at 311 N. Oakland Avenue. (Ald. Johnson)
6. Consideration with possible action to direct Department of Public Works staff to present to the Improvement and Services Committee a few options for more effective downtown snow bank management. It's requested that examples be provided from the 10 largest municipalities in the state. (Alds. Johnson and Scannell)
7. Consideration with possible action to look at the layout plan of the Green Bay Metro Boat Launch to see if there are potential renovations/updates to enhance potential renovations/updates to enhance efficiencies of the facility. Also, to take a look at Brown County boat launch facelift including the potential vacant Eagles Nest location on Nicolet Drive, as to how they may affect or enhance the Green Bay Metro Boat Launch locations. (Ald. Steuer)
8. Consideration with possible action to review Zoning Code 13.541 pertaining to "fence location and heights" in order to seek updates on revisions to increase the efficiency of the ordinance. (Ald. Steuer)
9. Consideration with possible action on request to review policy for reimbursement to property owners who repair tree-damaged sidewalk (referred to staff at the August 12, 2020 Improvement and Services Committee meeting and to bring modified policy back). (Ald. Wery)
10. Consideration with possible action on request by Matthew Johnson for additional compensation related to replacement of tree-damaged sidewalk at 1420 Frank Street (referred back to staff from the Common Council meeting on August 18, 2020). (Ald. Wery)
11. Consideration with possible action on request by Department of Public Works to award a Professional Engineering Service Contract to McMahon Associates, Inc for Hydrologic / Hydraulic Analysis for Storm Basin 342 & 342A (Mason Street to Timberland Drive, Sandstone Place to Crestwood Drive) to investigate potential high water complaints during intense rain events around LaCount Creek (Parkway), Shepherds Path, Sorenson Drive and East Sorenson Drive in the amount of \$33,400.
12. Consideration with possible action on request by Department of Public Works to award a Professional Engineering Service Contract to McMahon Associates, Inc., for Hydrologic / Hydraulic Analysis for Storm Basin 581 including all subbasins, with specific emphasis to look at the high water issues during intense rain events along East Shore Circle, East Shore Drive from Irwin Avenue to Danz Avenue, and Irwin Avenue adjacent to Bay Beach Amusement Park in the amount of \$79,700.
13. Consideration with possible action on request by Department of Public Works to award a Professional Engineering Service Contract to Collins Engineers, Inc. for waterfront modifications for Leicht Park to investigate and complete preliminary design of fender and mooring systems for cruise ship docking in the amount of \$26,200.

14. Consideration with possible action on request by Department of Public Works to award a Professional Engineering Service Contract to Walker Consultants for the analysis of post-tension structural members at Pine Street Ramp and design of repairs in the amount of \$22,085.
15. Consideration with possible action on request by Department of Public Works to award annual contract with 4 annual renewals for chemical root treatment to Duke's Root Control, Inc.
16. Consideration with possible action on ratification of the Agreement Between Green Bay Packaging Inc. and the City of Green Bay regarding the Transfer of TSS Waste Load Obligations Under the Fox River Total Maximum Daily Load.
17. Consideration with possible action on approval of the Tripartite Agreement between New Water, the City of Green Bay, and Green Bay Packaging regarding discharge of pretreated process wastewater from the new paper mill to NEW Water's mill interceptor.
18. Consideration with possible action on the review and award of the following contracts:
 - A. MONROE AVENUE RETAINING WALL
 - B. RFB #3251 GREEN BAY METRO EXTERIOR SIGN REPLACEMENT
19. Report the award of the following contracts:
 - A. SEWERS 7-20 MINI SEWERS
 - B. SEWERS 8-20 FINGER ROAD SANITARY SEWER
20. Report of actions taken by Department of Public Works
 - A. Granting of Licenses
 - I. Sidewalk Builder
 - a. Al Dix Concrete LLC
 - b. Concrete Solutions, Inc.

F. Informational.

1. Director's Report on recent activities of the Public Works Department.
2. The next Improvement and Services Committee meeting is scheduled for September 23, 2020.

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.

Virtual Meeting Instructions



Improvement & Services 9-9-20

Zoom Meeting Information

City Of Green Bay is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://us02web.zoom.us/j/88073785353?pwd=Nm9RZlZRC2didG0yUjFWTTJpZEh0dz09>

Meeting ID: 880 7378 5353

Passcode: 702904

One tap mobile

+13017158592,,88073785353#,,,,,0#,,702904# US (Germantown)

+13126266799,,88073785353#,,,,,0#,,702904# US (Chicago)

Dial by your location

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 880 7378 5353

Passcode: 702904

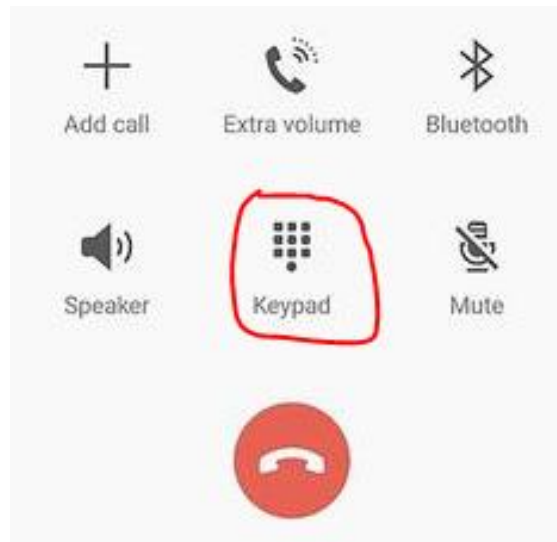
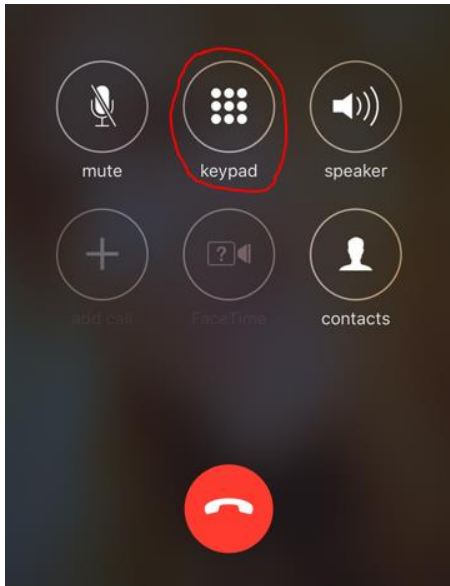
Find your local number: <https://us02web.zoom.us/j/88073785353?pwd=Nm9RZlZRC2didG0yUjFWTTJpZEh0dz09>

Additional Information

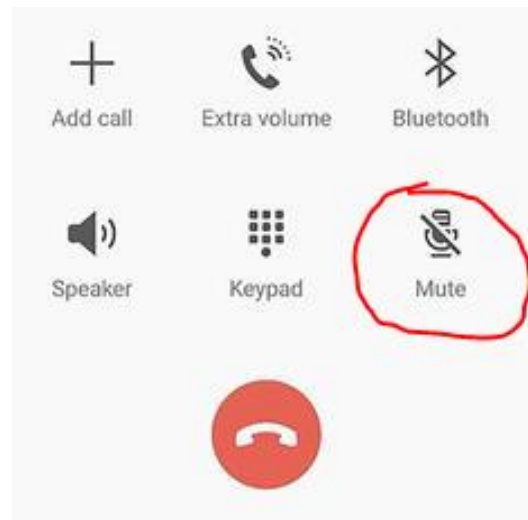
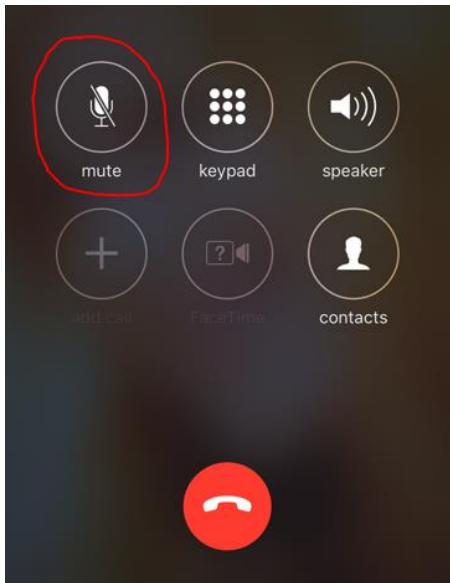
1. Wisconsin Open Meetings Law still applies
 - a. Persons interested in speaking to an item must give their name and address
 - b. Committee/Commission/Board members will still follow *Roberts Rules of Order*
2. All zoom meetings will have a password in the instructions. Please enter when prompted.
3. Please log into the Zoom meeting 10 minutes before the meeting starts to ensure proper technology is working.
 - a. If you are a Board Member, please log into [CivicClerk](#) with a computer, laptop, or tablet device.
4. Once you are in the meeting please mute yourselves.
 - a. You may unmute yourself when you are called upon to speak.
5. Waiting room
 - a. When you call in, all callers/participants will be placed in a “waiting room.”
 - b. Persons on the agenda will be admitted to the meeting, and then once the item is concluded, the host will permanently mute you from the meeting (you can still hear the meeting).
6. Using Zoom with a tablet or computer
 - a. Tablet—you will be asked to sign in. Download the app either with the Apple Store or the Play Store
 - b. Computer—you will be asked to sign in. You may download the app or click on the link to open Zoom in your browser.
7. Registering
 - a. The host may ask you to register for the meeting. A registration link will be sent to you along with the invite. You’ll receive another email confirming that you’re registered for the meeting.
 - b. If you’re using a phone, your registration will still be tied to an email.
8. Raising your hand
 - a. Committee members—you can either use CivicClerk and request to speak or you can “raise your hand” in the zoom meeting (you’d need to use a computer or tablet) to let the host know you’d like to speak. You can also un-mute yourselves and start speaking.
 - b. Persons on the agenda—you can “raise your hand” but you’d need to use a computer. You will be allowed to speak, per Wisconsin Open Meetings Rules, once the committee has “opened the floor for interested parties to speak.” Once the committee is finished with your agenda item, the host will mute you permanently, unless the committee opens the floor again.
9. What devices should I use?
 - a. Smart phone (please see more detailed instructions on page 3)
 - b. Land line
 - c. Tablet—well in advance of the meeting, please download the Zoom Meeting app before you join a meeting by using either the Apple Store or the Play Store. You will be asked to input your name, thus identifying you for the meeting. You’ll also be asked to verify your email.
 - d. Computer—well in advance of the meeting, please download the Zoom Meeting app, but you can also click on a link to open the Zoom Meeting in your browser. You will be asked to input your name, thus identifying you for the meeting.
 - e. For tablet and computer users—if you download the app you will be asked to verify your email.
10. Zoom etiquette
 - a. Muting yourselves when you’re not talking will prevent your background noise from interfering with others’ ability to listen to and participate in the meeting.
 - b. If you’re using a telephone, please identify yourself with your phone number and name before you speak. Zoom meeting hosts can see only your telephone number and will ask you to identify yourselves.
11. Closed session
 - a. Persons in the Zoom meeting will be put into a waiting room while the committee meets in Closed Session. Participants will be admitted back into the Zoom meeting once the committee reconvenes in Open Session.
 - b. Persons watching live on YouTube will see a gray screen with the City logo during closed session.
12. Persons interested in attending anonymously or listening to the meeting may call in by dialing *67 followed by the phone number above.

Calling into the Zoom meeting using a smartphone

1. Dial the phone number listed at the beginning of this document.
2. When prompted, enter the Meeting ID number followed by #
 - a. If you're using a smartphone, you can access the keypad by clicking "Keypad" on your screen



3. Once you are in the meeting, notify the meeting host that you are in and state your name.
4. If you do not need to talk, please make sure your phone is on **Mute**
 - a. If you're using a smartphone, look at your screen and click the Mute button



- b. If you're using a computer, you should see a Mute button in the Zoom application





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

MEETING DATE

September 9, 2020

PREPARED BY

AGENDA ITEM # E.I

Consideration with possible action on request by Bryan Hoff to appeal the nuisance, litter and solid waste materials invoice of \$411.89 at 1019 Velp Avenue.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Invoice I33278_Appeal Fine for Nuisance Litter_1019 Velp Ave

From: [DPW Main](#)
To: [Brenda Seidl](#); [Tim Meves](#); [Steven Grenier](#)
Cc: [Inspection Website Mail](#); [Dustin McMullen](#); [Jamie Destiche](#)
Subject: FW: Appeal Fine for Nuisance Litter
Date: Monday, August 31, 2020 7:52:18 AM
Attachments: [Work Order.pdf](#)

Good Morning,

Please see the below email on an appeal for the clean-up at 1019 Velp Ave.

This will have to go through the I&S Meeting and then through Council for approval.

Please reach out to Bryan and provide him with the information needed to move forward with the appeal.

Attached is the work order I received to invoice against.

Thanks,
Audra

Audra Van Gheem
Administrative Clerk
City of Green Bay Public Works Department
100 N. Jefferson St. Room 300
Green Bay, WI 54301-5026
Phone: 920-448-3532 | greenbaywi.gov/DPW

From: ClerkInquiries
Sent: Friday, August 28, 2020 12:07 PM
To: DPW Main
Subject: FW: Appeal Fine for Nuisance Litter

From: lsibryan@gmail.com [mailto:lsibryan@gmail.com]
Sent: Friday, August 28, 2020 11:25 AM
To: ClerkInquiries <ClerkInquiries@greenbaywi.gov>
Subject: Appeal Fine for Nuisance Litter

Good Morning

I would like to appeal the invoice I received for a property cleanup. Invoice # 133278 for 1019 Velp Ave.

Reason for appealing the fine is because there was a discrepancy between what was allowed to be left outside for seating and tabletop. The zoning department (Brenda Seidl) couldn't define what was considered an "outdoor chair" vs an "indoor chair". They also removed some items from the firepit

including unburnt logs that belong in the firepit yet left the trash they were there to clean up.

When the cleanup was done, the City employees left the seating and table items they had an issue with yet left the other smaller items that were claimed on case # 112641. Pictures attached. These pictures were taken less than 5 min after the City employees left the property. If I'm going to be responsible to pay a cleanup fee, I expect the employees to complete the work in full and not just take certain items. The items left were part of the claimed nuisance litter.

Bryan Hoff
Hoff Investment Properties, LLC
920-660-3770



GREEN BAY CITY TREASURER

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

INVOICE

Invoice Date	Invoice No.
07/21/2020	133278
Customer Number	
58194	
Invoice Total Due	
\$411.89	
Customer PO	Due Date
	08/20/2020

HOFF INVESTMENT PROPERTIES LLC
3730 NICOLET DR
GREEN BAY, WI 54311

REMOVED NUISANCE, LITTER AND SOLID WASTE
MATERIALS AT 1019 VELP AVE. ON 07-15-2020.

00000182020600133278200000411892

✂ Please Detach and return top portion with your payment ✂

City of Green Bay, Green Bay, WI 54301

Invoice Date: 07/21/2020

Customer Number: 58194

Description	Quantity	Price	UOM	Original Bill	Adjusted	Paid	Amount Due
LABOR	1.00	\$168.23	EACH	\$168.23	\$0.00	\$0.00	\$168.23
EQUIPMENT	1.00	\$220.40	EACH	\$220.40	\$0.00	\$0.00	\$220.40
ADMINISTRATIVE FEE	1.00	\$23.26	EACH	\$23.26	\$0.00	\$0.00	\$23.26
Please put Invoice Number on your check. Make checks payable to City of Green Bay.				Invoice Total:		\$411.89	

PLEASE CALL THE DEPARTMENT OF PUBLIC WORKS AT (920) 448-3535 WITH ANY QUESTIONS.

ORIGINAL
COPY







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

MEETING DATE

September 9, 2020

PREPARED BY

AGENDA ITEM # E.2

Consideration with possible action on request by Dan Schmidt for an exemption to the provisions of Section 9.41 (1) (d), Green Bay Municipal Code, regarding repayment of deferred special assessments on Parcel 21-6668-55-1.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

September 9, 2020

PREPARED BY

AGENDA ITEM # E.3

Consideration with possible action on request by Kapla Enterprises LLC for permission to employ City trash and recycling tipper carts at an apartment complex located at 1747-1749 Oakdale Avenue.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2020 report on 1747-49 Oakdale tipper cart request

Inter-Office Memo

Date: September 3, 2020

To: Improvements and Services Committee

From: Christopher J. Pirlot, P.E.
Operations Director

RE: Trash/Recycling Tipper Cart Request (1747/49 Oakdale Avenue)

The intent of this report is to discuss a request by the owner of 1747/49 Oakdale Avenue for permission to switch from private trash and recycling dumpster collection, to City trash and recycling tipper cart collection. Following are the facts associated with the request.

Background Information

City of Green Bay Ordinance 9.02 states that all garbage and recycling containers (i.e. – City-provided tipper carts and commercially-provided dumpsters) must meet the following requirements:

1. Containers cannot be stored within 15 feet of public street right-of-way
2. Containers cannot be stored on the street side or alongside of a building unless the cart is *completely* screened from view of an observer located anywhere along the public right-of-way in front of the subject property
3. Containers can be stored in the backyard, garage, or any other convenient discreet location without the need for screening as long as they are not visible from the roadway in front of the subject property
4. Residents can request a container storage variance from the Director of Public Works. Properties that are granted permission are exempt from the above storage requirements
5. Properties with seven (7) or more dwelling units must provide their own source for collection of solid waste

Background/Situation

1747-1749 Oakdale Avenue is a two-building complex located on one tax parcel. Dwelling units provided in the buildings are a mix of town homes and apartments. Each building contains six (6) dwelling units. There are twelve (12) dwelling units total on the property, containing 22 total bedrooms. The property has 22 parking stalls that are fully-occupied. Visitor parking is not allowed on-site due to lack of parking space.

The property currently has two un-screened dumpsters on-site for collection of trash and recycling. Inspection Department and DPW are in communication with them to locate and fence the dumpsters per ordinance. The owner has requested to remove the dumpsters and provide City-provided trash and recycling tipper carts. If approved, the owner will ensure proper screening of carts as required by ordinance.

The owner of the 1747-1749 Oakdale Avenue property also owns a multi-family complex located at 1428-1432 Oakland Avenue in Green Bay. Similar to the Oakdale Avenue property,

the Oakland Avenue property contains 12 dwelling units, has 100 feet of street frontage, and has been afforded City tipper cart service. So a precedent has been set on this type of request.

1747-1749 Oakdale Site Layout

- 108 feet of street frontage for the two buildings
- The 12 dwelling units will require 24 tipper carts (12-trash, 12-recycling)
- Collection rules require a minimum of four (4) feet between carts
- If all 24 carts are set out for collection with only two (2) feet of space between them, they would take up 94 feet of the 108 feet of frontage, including the parking lot driveway apron
- At With a four (4) foot spacing between the 24 carts, they would require 140 feet of frontage, which is not available

Conclusion/Recommendation

City of Green Bay's sanitation container storage rules are based on aesthetics, intended quality of life, sanitary conditions, consistency, and opinion of the ruling body. Residential properties like this one also have space constraints because there is only so much street frontage to place items out for collection. This is one reason why City-provided sanitation tipper carts are allowed at properties with no more than six (6) residential units.

City of Green Bay-DPW does not recommendation approval of this request because 1) it doesn't meet City ordinance requirements, 2) there is not adequate room to place all carts to the street at once, and 3) DPW will not go back for a second round of collection at one property to accommodate special needs of a property owner. The property owner could place 12 trash carts to the curb on a trash-only collection week. But they would not be not be able to place 12 trash and 12 recycling tipper carts to the curb on trash/recycling collection weeks.



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

MEETING DATE

September 9, 2020

PREPARED BY

AGENDA ITEM # E.4

Consideration with possible action on request by the residents of the Eaton Heights Subdivision for a sidewalk study on the east side of N. Huron Road from Humboldt Road to the south STH 54/57 Interchange. (Ald. Dorff)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Crossing Huron

From: District One

Sent: Tuesday, August 18, 2020 1:21 PM

To: Jackie Haefs

Cc: Dave Hansen <Dave.Hansen@greenbaywi.gov>; Steven Grenier <Steven.Grenier@greenbaywi.gov>

Subject: Re: Crossing Huron

Ok that's the study I requested

Sent from my iPhone

On Aug 18, 2020, at 12:12 PM, Jackie Haefs wrote:

I'm not asking for a crosswalk. I am asking for a sidewalk on the east side on Huron.
Thanks!

Sent from my iPhone

On Aug 18, 2020, at 12:06 PM, District One <District.1@greenbaywi.gov> wrote:

My understanding is the grade/crest of the hill could be potentially dangerous when a car goes over it as the car will not be able to stop quickly enough for a crosswalk. So even though I requested the sidewalk study, there will not very a crosswalk at that intersection because of these safety concerns. Jackie, just want to make sure you know that.

Sent from my iPhone

On Aug 18, 2020, at 9:43 AM, Dave Hansen <Dave.Hansen@greenbaywi.gov> wrote:

Ms. Haefs,

Thanks for the clarification of concerns from your neighborhood. I have been out to the intersection of N Huron Rd and Watercrest Dr multiple times in the past few weeks. My professional concern for establishing a pedestrian crossing at the intersection is that there is a crest vertical

curve on N Huron Rd just south of Watercrest Dr, which would potentially create a stopping issue for motorists attempting to yield to pedestrians in a crosswalk.

The best course of action at this point would be to seek the installation of sidewalk on the E side of N Huron Rd. Contact your alder to request a sidewalk study from either between Humboldt Rd and the 54-57 interchange or between Humboldt Rd and Watercrest Dr, depending on your context of concern.

Regards,

David J.A. Hansen, P.E., PTOE
City Traffic Engineer

City of Green Bay | Public Works
Traffic Division | Engineering
100 N Jefferson St, Room 300
Green Bay, WI 54301-5026

g: 920.448.3100
d: 920.448.3098
m: 920.660.6315
f: 920.448.3102
e: dave.hansen@greenbaywi.gov
w: <http://greenbaywi.gov/708/Traffic-Division/>
s: <https://www.facebook.com/GBDPW/>

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From: Jackie Haefs
Sent: Monday, August 17, 2020 9:24 AM
To: Dave Hansen
Subject: Crossing Huron

Good Morning Dave,
I live at 926 Barronwood Drive on the east side of Green Bay. My neighbor has been emailing back and forth with your over crosswalks on Huron. She shared the emails with me and I would appreciate some clarification, as I also am depending on the city to provide safer options for crossing Huron for myself and my children.

You shared that a walking trail/path would be put in to get from Barronwood to Kwik Trip - which is wonderful.

We have used it a few times now. But it only helps to get to Kwik Trip. If I want to go for a walk in either direction from my house, there are really no safe options. I have to cross Huron, which has traffic going 55 mph most of the time or walk on Spartan, which has no sidewalks or even a bike lane. Or your new option - cut through a busy Kwik Trip parking lot to get to Humboldt, which does not have sidewalks east of the Huron/Humboldt intersection. So now I am dodging semis and cars in the parking lot to cross Humboldt, walk on a busy street with no sidewalks, until I can get to a crosswalk at Humboldt and Huron? How is that a safer option?

Have you been to this location? What data has been collected on how many cars are passing through, the speed at which they are traveling and the lack of safe options for bikers and walkers?

My short little street was required to put in/pay for sidewalks a few years ago even though the houses were built 12-14 years ago. These sidewalks lead to nowhere. We were told the sidewalks needed to be put in because the city was working to improve the safety of the pedestrians and bikers. Doesn't really seem to be the truth. I'm disappointed in the city for not making the safety of its citizens a higher priority.

Thank you for your time.
Jackie Haefs



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

MEETING DATE

September 9, 2020

PREPARED BY

AGENDA ITEM # E.5

Consideration and possible action on request to rescind or reduce the long grass/weed compliance cutting charge of \$178.30 on Invoice 133126 for Rexford Buxton at 311 N. Oakland Avenue. (Ald. Johnson)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Ald Johnson Communication_311 N Oakland Ave
2. DPW Documentation for Inv 133126_311 N Oakland Ave

Attachments: [115626164_1176032216101011_5569481183909494597_n.jpg](#)
[109523457_290071275532692_5968367548194468128_n.jpg](#)
[109352031_206402254096872_4846110079460004381_n.jpg](#)
[109499559_3399273510125505_3752465188868458804_n.jpg](#)

From: District Nine
Sent: Monday, August 17, 2020 4:12 PM
To: Kris Teske <Kris.Teske@greenbaywi.gov>
Cc: Steven Grenier <Steven.Grenier@greenbaywi.gov>
Subject: I&S Communication

For consideration and possible action to rescind or reduce charges for invoice no. 133126, Rexford Buxton, 311 N Oakland Ave.

Background: The resident contacted me indicating he felt the charges were excessive. He said it takes him 15 min. to cut his yard. Photos of yard and invoice attached.

Follow me on Facebook to receive regular updates on city issues. [@BrianJohnsonGB](#)

Brian H. Johnson
Alderman, District 9

City of Green Bay
100 N. Jefferson Street
Green Bay, Wisconsin 54301-5026

(e) district9@greenbaywi.gov
(p) 920.242.2206
(w) www.greenbaywi.gov

**GREEN BAY CITY TREASURER**

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

REXFORD E BUXTON, ETAL
311 N OAKLAND AVE
GREEN BAY, WI 54303-2835

INVOICE

Invoice Date	Invoice No.
07/14/2020	133126
Customer Number	
58131	
Invoice Total Due	
\$178.30	
Customer PO	Due Date
	08/13/2020

FOR PARCEL 5-494 AT 311 N OAKLAND AVE - ACTION
TAKEN: LONG GRASS/WEED COMPLIANCE CUTTING
06/03/2020

0000018202060013312630000017830

✕ Please Detach and return top portion with your payment ✕

Green Bay, WI 54301

Invoice Date: 07/14/2020

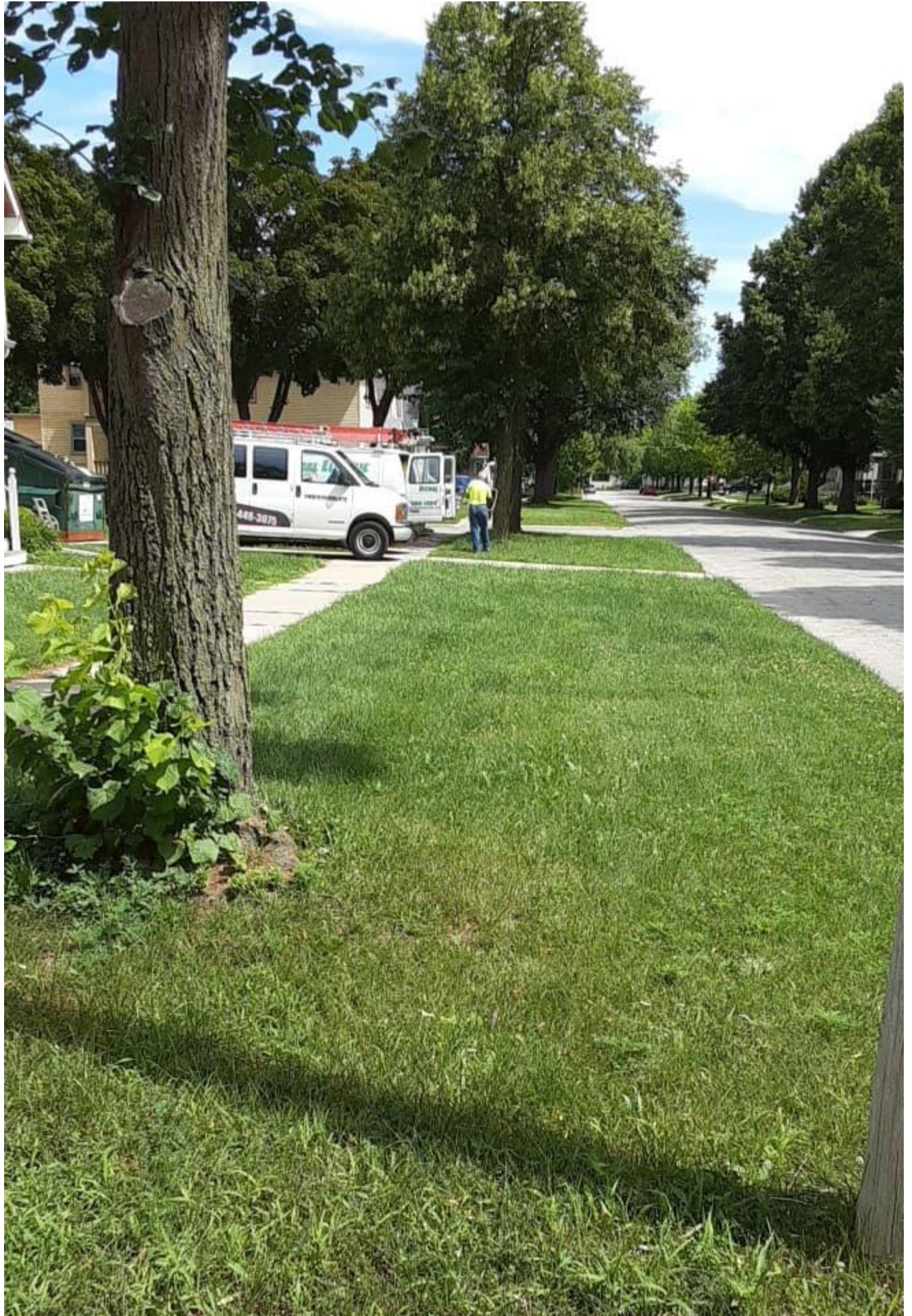
Customer Number: 58131

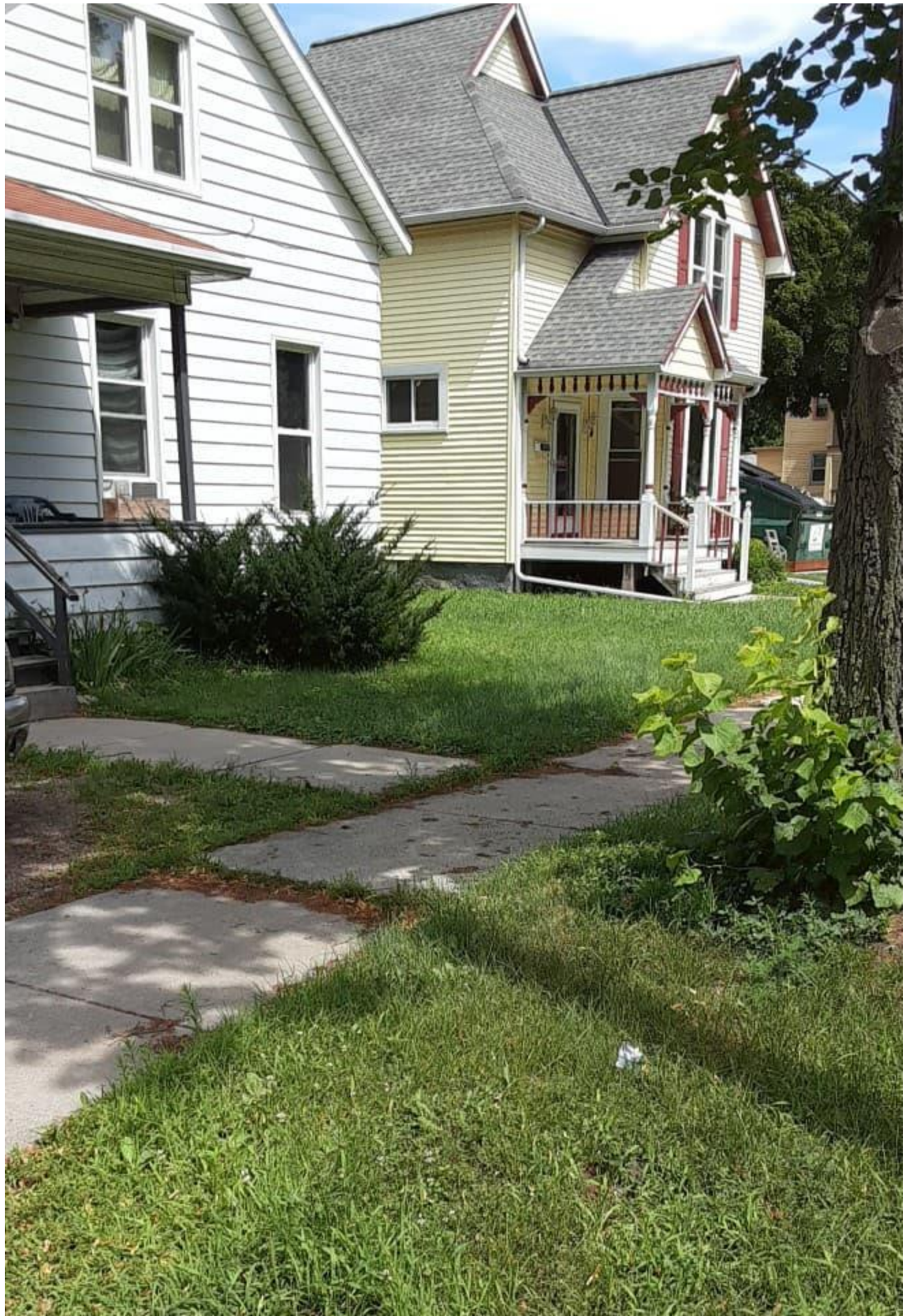
Description	Quantity	Price	UOM	Original Bill	Adjusted	Paid	Amount Due
BASE CHARGE PER PARCEL	1.00	\$52.00	EACH	\$52.00	\$0.00	\$0.00	\$52.00
WEED CUTTING LABOR	0.75	\$72.00	EACH	\$54.00	\$0.00	\$0.00	\$54.00
WEED CUTTING EQUIPMENT	0.75	\$84.00	EACH	\$63.00	\$0.00	\$0.00	\$63.00
	1.00	\$9.30	EACH	\$9.30	\$0.00	\$0.00	\$9.30

Please put Invoice Number on your check.
Make checks payable to City of Green Bay.

Invoice Total:

\$178.30









GREEN BAY CITY TREASURER

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

INVOICE

Invoice Date	Invoice No.
07/14/2020	133126
Customer Number	
58131	
Invoice Total Due	
\$178.30	
Customer PO	Due Date
	08/13/2020

REXFORD E BUXTON, ETAL
311 N OAKLAND AVE
GREEN BAY, WI 54303-2835

FOR PARCEL 5-494 AT 311 N OAKLAND AVE - ACTION
TAKEN: LONG GRASS/WEED COMPLIANCE CUTTING
06/03/2020

00000182020600133126300000178301

✂ Please Detach and return top portion with your payment ✂

City of Green Bay, Green Bay, WI 54301

Invoice Date: 07/14/2020

Customer Number: 58131

Description	Quantity	Price	UOM	Original Bill	Adjusted	Paid	Amount Due
ADMINISTRATIVE CHARGE PER PARCEL	1.00	\$52.00	EACH	\$52.00	\$0.00	\$0.00	\$52.00
LONG GRASS/WEED CUTTING LABOR	0.75	\$72.00	EACH	\$54.00	\$0.00	\$0.00	\$54.00
LONG GRASS/WEED CUTTING EQUIPMENT	0.75	\$84.00	EACH	\$63.00	\$0.00	\$0.00	\$63.00
5.5% TAX RATE	1.00	\$9.30	EACH	\$9.30	\$0.00	\$0.00	\$9.30
Please put Invoice Number on your check. Make checks payable to City of Green Bay.				Invoice Total:	\$178.30		

GENERAL ORDINANCE 8.11 NOXIOUS WEEDS & VEGETATION MANAGEMENT - AMOUNT MUST BE PAID
IN 30 DAYS OR BE PLACED ON THE TAX ROLL. PLEASE CALL THE DEPARTMENT OF PUBLIC WORKS
AT (920) 448-3535 WITH ANY QUESTIONS.

ORIGINAL
COPY



LONG GRASS/WEEDS FORM
CITY MUNICIPAL ORDINANCE 8.11

PARCEL # 5-494
INVOICE # 133126 INV. DATE 7.14.20

DATE: 5-29-20 TIME: 1045 NAME: Whiting
ADDRESS: 311 N OAKLAND AVE VEGETATION HEIGHT: _____

PROPERTY TYPE: ☐ Single ☒ Multi ☐ Apartment Duplex ☐ Vacant Lot ☐ Railroad ☐ DBO ☐ DBO

LOCATION: ☒ Front Yard ☒ Side Yard ☒ Rear Yard ☒ Fence Line
☐ Sidewalk ☒ Terrace ☐ ROW ☐ Fenced Area

REMARKS: _____

PROPERTY RE-CHECK: DATE: 6-1-20 TIME: 900 NAME: Whiting

REMARKS: _____

WORK DONE BY CITY: DATE: 6/3/2020 TIME: 7:20 NAME: Borley/Woelfel

START TIME: 7:20 FINISH TIME: 7:40 ☐ Overtime ☒ Regular Time

UNIT #: 163, 974, 231, 512, 964, 1026, 1002, 1516 LABOR/TIME: 20x2 EQUIP/TIME: 20x2

☒ Grass/Weed Control

☒ Trimming

☒ Clean-up

REMARKS: DBO on the Back Cut Front. **SUPERVISORY APPROVAL** DRS K15
20 min + 15 min travel = 35 min = 44.75 hr. AVG

DONE BY OWNER: DATE: _____ TIME: _____ NAME: _____

REMARKS: _____

Dan Szymik

From: noreply@ci.green-bay.wi.us
Sent: Wednesday, May 27, 2020 1:00 PM
To: Chris Pirlot; Dan Szymik; David Wiesman; Debbie Haines-Epping; Dustin McMullen; Justin Linzmeier; Nathan Wachtendonk; Tim Gates; Josh Brassfield
Subject: New Request: Street - LONG GRASS COMPLAINT

STREET - LONG GRASS COMPLAINT

ADDRESS: 315 N OAKLAND AV

LONG GRASS

~~Item: LONG GRASS~~

PickUpDate:

RateID:

05/27/2020 12:59 PM

~~Entered By: audrava~~

To view online you can visit:

<https://rfs.greenbaywi.gov/RequestForService/Sublimate.aspx?Target=Secure\RequestSearch&TrackingID=66411>

311 ALSO



LONG GRASS/WEEDS FORM
CITY MUNICIPAL ORDINANCE 8.11

PARCEL # 5-494
INVOICE # _____ INV. DATE _____

DATE: 5-29-20 TIME: 1045 NAME: Whiting
ADDRESS: 311 N OAKLAND AVE VEGETATION HEIGHT: _____

PROPERTY TYPE: ☐ Single ☒ Multi ☐ Apartment ☐ Vacant Lot ☐ Railroad
Duplex _____ ☐ DBO Duplex _____ ☐ DBO

LOCATION: ☒ Front Yard ☒ Side Yard ☒ Rear Yard ☒ Fence Line
☐ Sidewalk ☒ Terrace ☐ ROW ☐ Fenced Area

REMARKS: _____

PROPERTY RE-CHECK: DATE: 6-1-20 TIME: 900 NAME: Whiting

REMARKS: _____

WORK DONE BY CITY: DATE: _____ TIME: _____ NAME: _____

START TIME: _____ FINISH TIME: _____ ☐ Overtime ☐ Regular Time

UNIT #: _____ LABOR/TIME: _____ EQUIP/TIME: _____

☐ Grass/Weed Control ☐ Trimming ☐ Clean-up

REMARKS: _____ **SUPERVISORY APPROVAL** _____

DONE BY OWNER: DATE: _____ TIME: _____ NAME: _____

REMARKS: _____

06/03/2020 07:25

311

311

06/03/2020 07:27



06/03/2020 07:27



06/03/2020 07:28



06/03/2020 07:28



06/03/2020 07:41



06/03/2020 07:41



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

MEETING DATE

September 9, 2020

PREPARED BY

AGENDA ITEM # E.6

Consideration with possible action to direct Department of Public Works staff to present to the Improvement and Services Committee a few options for more effective downtown snow bank management. It's requested that examples be provided from the 10 largest municipalities in the state. (Alds. Johnson and Scannell)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Ald Johnson and Ald Scannell Joint Communication

From: District Nine

Sent: Monday, August 17, 2020 10:30 AM

To: Kris Teske <Kris.Teske@greenbaywi.gov>

Cc: Steven Grenier <Steven.Grenier@greenbaywi.gov>; District Seven <District.7@greenbaywi.gov>

Subject: I&S Communication

This is a joint communication from Alders Scannell and Johnson:

"To direct DPW staff to present to the Improvement and Services Committee a few options for more effective downtown snow bank management. It's requested that examples be provided from the 10 largest municipalities in the state."

Alders have received multiple communications from business owners concerned about how snowbanks are currently managed. Additionally, the concern is heightened this year with reliance on curbside pickups due to the pandemic.

Follow me on Facebook to receive regular updates on city issues. [@BrianJohnsonGB](#)

Brian H. Johnson

Alderman, District 9

City of Green Bay
100 N. Jefferson Street
Green Bay, Wisconsin 54301-5026

(e) district9@greenbaywi.gov

(p) 920.242.2206

(w) www.greenbaywi.gov



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

MEETING DATE

September 9, 2020

PREPARED BY

AGENDA ITEM # E.7

Consideration with possible action to look at the layout plan of the Green Bay Metro Boat Launch to see if there are potential renovations/updates to enhance potential renovations/updates to enhance efficiencies of the facility. Also, to take a look at Brown County boat launch facelift including the potential vacant Eagles Nest location on Nicolet Drive, as to how they may affect or enhance the Green Bay Metro Boat Launch locations. (Ald. Steuer)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Ald. Steuer Communications_ I&S

From: [Jaime Fuge](#)
To: [Steven Grenier](#); [Jamie Destiche](#); [Elizabeth Nadolski-Spears](#)
Subject: Communications: I&S
Date: Wednesday, August 19, 2020 9:05:36 AM
Attachments: [IMG_9158.jpg](#)
[IMG_9157.jpg](#)

Good Morning,

Attached are the late communications from Ald. Steuer at 8/18.

To I&S/DPW-Parks:

To look at the layout plan of the Green Bay Metro Boat Launch to see if there are potential renovations/updates to enhance potential renovations/updates to enhance efficiencies of the facility. Also, to take a look at Brown County boat launch facelift including the potential vacant Eagles Nest location on Nicolet Drive, as to how they may affect or enhance the Green Bay Metro Boat Launch locations.

To I&S/Inspections:

To review Zoning Code 13.541 pertaining to "fence location and heights" in order to seek updates on revisions to increase the efficiency of the ordinance.

Thank you,

Jaime

Administrative Clerk II
Green Bay City Hall
100 N Jefferson St. Rm 106
Green Bay, WI 54301

SUCCESS OF THE CITY OF GREEN BAY, NOW AND
INTO THE FUTURE. WE DO THIS AND PRAY THIS
IN YOUR NAME. AMEN

COMMUNICATIONS - COUNCIL (8-18-20)

① TO I & S / DPW - PARKS

To look at the layout plan of the Green Bay
Metro Boat Launch to see if there are
potential renovations/updates to enhance
efficiencies of the facility. Also, to take a
look at Brown County Boat Launch facilities
including the potential vacant Eagles Nest
location on Nicolet Drive, as to how these
may affect or enhance the Green Bay
Metro Boat Launch location

TO I & S / Inspection

To review zoning Code 13.521 ~~pertaining~~

① To I & S / DPW - PARKS
To look at the layout plan of the Greer Bay
Metro Boat Launch to see if there are
potential renovations/updates to enhance
efficiencies of the facility. Also, to take a
look at Broward County Boat Launch facilities,
including the potential vacant Eagles Nest
location on McCollet Drive, as to how these
may affect or enhance the Greer Bay
Metro Boat Launch location

② To I & S / Inspection
To review zoning Code 13.521 ~~pertain~~
pertaining to "fence location and height"
in order to seek updates or revisions
to increase the efficiency of the ordinance

INVOCATION

LORD, AS WE MANEUVER THROUGH THE HEAT
OF THE SUMMER DURING THIS PANDEMIC



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

MEETING DATE

September 9, 2020

PREPARED BY

AGENDA ITEM # E.8

Consideration with possible action to review Zoning Code 13.54I pertaining to “fence location and heights” in order to seek updates on revisions to increase the efficiency of the ordinance. (Ald. Steuer)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Ald. Steuer Communications_ I&S

From: [Jaime Fuge](#)
To: [Steven Grenier](#); [Jamie Destiche](#); [Elizabeth Nadolski-Spears](#)
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Green Bay City Hall
100 N Jefferson St. Rm 106
Green Bay, WI 54301

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INTO THE FUTURE. WE DO THIS AND PRAY THIS
IN YOUR NAME. AMEN

COMMUNICATIONS - COUNCIL (8-18-20)

① To I & S / DPW - PARKS

To look at the layout plan of the Green Bay
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Metro Boat Launch location

To I & S / Inspection

To review zoning Code 13.521 ~~pertaining~~

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Metro Boat Launch to see if there are
potential renovations/updates to enhance
efficiencies of the facility. Also, to take a
look at Broward County Boat Launch facilities,
including the potential vacant Eagles Nest
location on McCollet Drive, as to how these
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Metro Boat Launch location

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INVOCATION

LORD, AS WE MANEUVER THROUGH THE HEAT
OF THE SUMMER DURING THIS PANDEMIC



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

MEETING DATE

September 9, 2020

PREPARED BY

AGENDA ITEM # E.9

Consideration with possible action on request to review policy for reimbursement to property owners who repair tree-damaged sidewalk (referred to staff at the August 12, 2020 Improvement and Services Committee meeting and to bring modified policy back). (Ald. Wery)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Ald. Wery Communication - Sidewalk Questions 1720 Frank

From: Chris Wery [mailto:chriswery@att.net]
Sent: Monday, July 27, 2020 8:49 PM
To: Steven Grenier <Steven.Grenier@greenbaywi.gov>; Nancy Quirk
<Nancy.Quirk@greenbaywi.gov>
Subject: Sidewalk Questions 1720 Frank

Howdy Steve and Nancy! 1 is for Steve, 2 is for Nancy :)

1) I think I found a gaping hole in our sidewalk ordinance. We allow residents to do their own sidewalks, however, if they do one that had a "T" tree mark and we would have replaced it...we do not make them 'whole' or even come remotely close to reimbursing them. I have a resident at 1420 Frank who went in with a neighbor to replace their walks and he paid \$200 a cake. He figured the city would reimburse for the tree damage. However, he would only get \$25 a cake. That is beyond strange. Do we need to redo this ordinance so that it reflects current rates each year?

Should I put this address on an agenda to get the full reimbursement for the tree damaged cakes?

2) There were 2 cakes damaged by the water department when a water main broke. The cakes caved in on each other.

Nancy, can you review the address for notes and can the homeowner get reimbursed for the cakes?

Much appreciated....

Alderman Chris Wery

920-490-9282

chriswery@att.net

Facebook: Alderman Chris Wery, District 8 City of Green Bay



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

MEETING DATE

September 9, 2020

PREPARED BY

AGENDA ITEM # E.10

Consideration with possible action on request by Matthew Johnson for additional compensation related to replacement of tree-damaged sidewalk at 1420 Frank Street (referred back to staff from the Common Council meeting on August 18, 2020). (Ald. Wery)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Ald. Wery Communication - Sidewalk Questions 1720 Frank

From: Chris Wery [mailto:chriswery@att.net]
Sent: Monday, July 27, 2020 8:49 PM
To: Steven Grenier <Steven.Grenier@greenbaywi.gov>; Nancy Quirk <Nancy.Quirk@greenbaywi.gov>
Subject: Sidewalk Questions 1720 Frank

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Much appreciated....

Alderman Chris Wery

920-490-9282

chriswery@att.net

Facebook: Alderman Chris Wery, District 8 City of Green Bay



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

MEETING DATE

September 9, 2020

PREPARED BY

AGENDA ITEM # E.I.I

Consideration with possible action on request by Department of Public Works to award a Professional Engineering Service Contract to McMahon Associates, Inc for Hydrologic / Hydraulic Analysis for Storm Basin 342 & 342A (Mason Street to Timberland Drive, Sandstone Place to Crestwood Drive) to investigate potential high water complaints during intense rain events around LaCount Creek (Parkway), Shepherds Path, Sorenson Drive and East Sorenson Drive in the amount of \$33,400.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

September 9, 2020

PREPARED BY

AGENDA ITEM # E.12

Consideration with possible action on request by Department of Public Works to award a Professional Engineering Service Contract to McMahon Associates, Inc., for Hydrologic / Hydraulic Analysis for Storm Basin 581 including all subbasins, with specific emphasis to look at the high water issues during intense rain events along East Shore Circle, East Shore Drive from Irwin Avenue to Danz Avenue, and Irwin Avenue adjacent to Bay Beach Amusement Park in the amount of \$79,700.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

September 9, 2020

PREPARED BY

AGENDA ITEM # E.13

Consideration with possible action on request by Department of Public Works to award a Professional Engineering Service Contract to Collins Engineers, Inc. for waterfront modifications for Leicht Park to investigate and complete preliminary design of fender and mooring systems for cruise ship docking in the amount of \$26,200.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Final Leicht Park Cruise Ship Proposal



August 19, 2020

Ms. Trista Hobbs
Assistant City Engineer – Special Projects
City of Green Bay
Department of Public Works
100 North Jefferson Street, Room 300
Green Bay, WI 54301

Dear Ms. Hobbs,

Enclosed please find Collins Engineers' proposal for the Leicht Park waterfront modifications.

Collins Engineers greatly appreciates the opportunity to work with the City of Green Bay in completing this significant project. If you have any questions concerning this proposal or would like to discuss further, please contact me at 920-252-2418 or email me at smiller@collinsengr.com.

Sincerely,

Steven J. Miller

Steven J. Miller
Regional Manager
Collins Engineers, Inc.

I. PROJECT UNDERSTANDING

Leicht Park is located on the west bank of the Fox River in Downtown Green Bay. The park hosts a picnic area and regular summer festivals and concerts by the water. The park is also a ceremonial arrival point for cruise ships, visiting tall ships and newly christened ships from local shipyards that berth alongside a steel sheet pile quay wall.

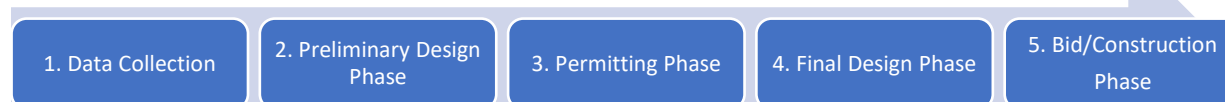
The City of Green Bay (City) is currently negotiating with the Great Lakes Cruise Ship Company (GLCC) and other potential cruise companies to make the park an ongoing destination for Great Lakes cruises.

The City has requested Collins Engineers, Inc. (Collins) to prepare a proposal to provide marine/waterfront engineering services to upgrade the park facilities to accommodate the cruise ships. It is anticipated that upgrades will be needed to the existing quay walls, fendering, mooring and other infrastructure.



II. PROJECT APPROACH

Based on preliminary discussions with the City, Collins has defined the following scope of services, broken down by task for the City's consideration.



TASK 1. DATA COLLECTION

Kickoff Meeting

Prior to completing site investigations, Collins will attend a Kickoff Meeting (Meeting No. 1) with the City to discuss the overall project goals and strategy. During the meeting we will review the project team; discuss the project scope; and obtain any additional information for the site such as number and size of vessels that will be utilizing the site. This will also give the City an opportunity to highlight specific wants or needs for the site, and to discuss the deliverables and overall project schedule. Collins can host a virtual meeting if the City desires.

Site Survey

Prior to completing site investigations, Collins will request any available survey or plan information from the City that may be useful during the design phase to evaluate any needed site modifications, and to develop the final, plans and specifications, and estimates.



Since the City has recently completed repairs and improvements to the park, and for estimating purposes, we have assumed that a survey plan will be available. However, if this information is not available, Collins will complete a topographic survey to document the existing site topography and to locate the existing quay wall, walkway, railing, mooring hardware, and other infrastructure. Collins will utilize a drone to obtain detailed aerial photography of the project site. The drone would be operated by an FAA Part 107 licensed UAV pilot and the photograph processed through a photogrammetry software to obtain a detailed 3-D model of the above-water portions of the project site. This greatly assists with the visual orientation of the final deliverables.

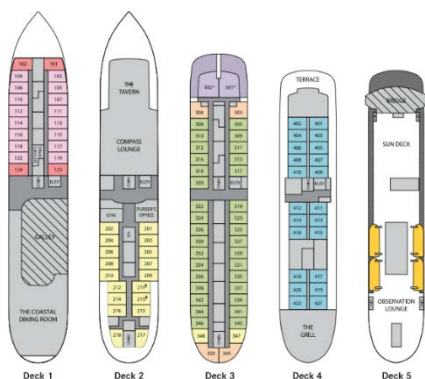
Underwater inspection and Hydrographic Survey

In order to evaluate the existing waterfront facilities, it is proposed that an underwater inspection of the quay wall and a hydrographic survey of the adjacent riverbed be completed. The information collected during the inspection and survey work will provide the data necessary to establish a baseline for the analysis of the proposed docking and mooring components and anticipated upgrades. Collins has the expertise to perform the site investigations and surveys in-house which reduces the coordination and associated fees necessary with subcontracting the survey work.

Cruise Ship Vessel Research

In order to properly conduct the necessary mooring and berthing analysis, Collins will contact potential cruise operators at the site to determine the range of vessels that could possibly use the site. This research will provide the City with the opportunity, if desired, to upgrade the waterfront to accommodate other vessels in the future. Under this task Collins will contact GLCC and other known Great Lakes cruise operators including Viking Expeditions, Pearl Seas Cruises, and Blount Small Ship Adventures.

It is understood that the City is presently awaiting design requirements from GLCC for their proposed vessel requirements; however, during our cursory research for this project, it was found that the GLCC regularly offers cruises on the Victory I and Victory II cruise ships. In fact, the Victory I was scheduled to arrive in Green Bay in 2018, but later cancelled due to overhaul work on the ship. Collins was able to preliminarily identify the following information for the Victory I.



Victory I Specifications

Length	285 feet
Beam (width)	49 feet
Decks	5
Crew	90
Passengers	216
Cabins	105



COLLINS
ENGINEERS



Cargo Ship Vessel Research

When moving ships pass close to a moored ship, hydrodynamic loads may be imparted on the moored ship (e.g. cruise ship). These loads must be resisted by the mooring system.

The Port of Green Bay consists of multiple port businesses and terminal operators with cargo ship deliveries along the Fox River. These cargo vessels are typically very large and measure up to 750 feet in length and 78 feet wide in some cases. As such, Collins will communicate with the Port of Green Bay's Director, Dean Haen to further research cargo vessel operations and any impact their operations may have on the design upgrades or planned operations at the site.



TASK 2. PRELIMINARY DESIGN PHASE

Once the preliminary data collection is complete, Collins will work in concert with the City to select a design vessel. Collins will then complete a mooring and berthing analysis for the design vessel including an analysis related to passing cargo vessels as described above. Collins will develop a Preliminary Design Report which will include a description of the data collected, the alternatives investigated, order of magnitude construction costs, a summary of the required regulatory permits, a proposed construction schedule, and the recommended alternative for final design. It is anticipated that the existing site layout and quay wall can accommodate the design vessels and will require minimal changes. Therefore, the alternative analysis will consider various upgrades and amenities including:

- Fender system type and layout;
- Required bollards and spacing; and
- Site design requirements.
 - Accessibility needs (e.g. ADA ramps, removeable railing etc.)
 - Utility needs and upgrades



The Preliminary Design Report will include schematic plan and cross section views with a preliminary layout of the proposed fender system and mooring hardware. The order of magnitude construction costs will be developed utilizing vendor pricing, recent bid prices from similar projects, published cost estimating resources, and engineering judgement based on our experience. Collins will submit the Preliminary Design Report to the City on an agreed upon schedule, and after addressing any City Comments, request approval to begin final design.

Collins will provide the Preliminary Design Report in PDF file format. Following the City's review, Collins will attend one (1) meeting (Meeting No. 2) with you to discuss the proposed design before advancing to the next phase. Collins can host a virtual meeting if the City desires.



COLLINS
ENGINEERS



TASK 3. PERMITTING PHASE

It is anticipated that the proposed improvements will require local permits and may require both state and federal permits depending on the impacts determined during design development. Under this task, Collins will incorporate the City's comments to the design drawings and advance the selected alternatives to a permit level submission. Collins will then prepare the necessary regulatory permit applications and supporting information including the alternatives analysis and environmental impacts. The applicability of the permits shown below will be investigated during the preliminary design phase:

- Wisconsin DNR Permits
 - *Wisconsin Pollutant Elimination Discharge System General Permit*
- ACOE Permits
 - *ACOE Nationwide Permit #3- Maintenance*
 - *ACOE Nationwide Permit #9- Structures in Fleeting and Anchorage Areas*
 - *ACOE Nationwide Permit #28- Modification of Existing Marinas*

Collins cannot guarantee that a permit will be issued nor control the time required to obtain a permit after the application is submitted. In addition, there is no assurance that the regulatory review process will not alter the scope of the project, require additional information, or require special meetings. Any such additional work required during the regulatory review process shall be considered as Additional Services, entitling Collins to additional compensation.

TASK 4. FINAL DESIGN PHASE

After receiving input and design approval from the City for the recommended alternative, Collins will begin preparation of the final plans, specifications, and construction estimate for the project.

Final Plans

Collins will complete final design and develop construction drawings upon issuance of permits. Any Special Conditions and refinement of the project layout/configuration required by regulatory agencies will be incorporated; however, it is assumed that any refinements will be minor in nature. The final plans will include an overall site plan showing the proposed fendering, mooring locations, as well as any necessary site improvements. The plans will also include details of any needed modifications to the existing infrastructure.



Specifications

To the extent possible, Collins will utilize the City of Green Bay's Standard Specifications and bid items to establish the quantities and quality of materials to be furnished under the contract. Special provisions will be written to modify, and /or supplement the standard specifications for the project. For the purposes of this proposal, it is assumed that the City will prepare the front end-specifications and advertise and bid the project.



Construction Estimate

In concert with the preparation of plans and specifications, Collins will prepare the final construction estimate for bidding purposes. Quantity take-offs will be derived from the plans, and unit costs will be developed utilizing vendor pricing, recent bid prices from similar projects, published cost estimating resources, and engineering judgement based on our experience. Special or proprietary items where unit cost information is not available will be researched separately to determine these costs.

A draft package of the construction documents will be provided to the City for review. We will host one (1) virtual meeting (Meeting No. 3) to review comments and confirm mutually agreed upon resolution(s) to the comments. Following the meeting, Collins will finalize the construction document package. It is anticipated that revisions to the draft package will be minor in nature. The final approved contract documents shall be submitted to the City in .pdf and .dwg format.

TASK 5. BID/CONSTRUCTION PHASE SERVICES

Once the Final Design Package is submitted and approved by the City, Collins can provide Bid/Construction phase services. These services could include attendance at a pre-bid site meeting with potential contractors, responding to contractor questions and RFI's, review of the contractor's submittals that are required by the construction documents, periodic site visits to verify that the contractor is meeting the requirements and intent of the design, in-office technical support, and project closeout. We can provide a proposal for the construction phase service upon request from the City.



COLLINS
ENGINEERS



III. ENGINEERING ESTIMATE

At this time, we have included fees associated with Task 1 and Task 2 only and will prepare separate proposals for Permit, Final Design, Bid and Construction Phase Services as needed when these phases are approved by the City. This will allow Collins and the City to refine the scope and fee based upon the selected alternative and will eliminate assumptions that may increase the price.

Collins will complete the work provided under the Scope of Services as Lump Sum for our estimated fee as summarized below.

TASK	ESTIMATED FEE*
Task 1A: Data Collection	\$5,400
Task 1B: Data Collection-Underwater Inspection	\$6,400
Task 1C: Data Collection-Bathymetric Survey	\$800
Task 2: Preliminary Design	\$14,200
Task 3: Permit Phase	TBD
Task 4: Final Design	TBD
Task 5: Bid and Construction Phase	TBD
Lump Sum Total:	\$26,200

* Estimated Fee includes labor, overhead, profit, and expenses.

Should unforeseen conditions become evident during the work that require a change in our efforts and estimated fee, Collins will notify you to discuss modifications to our contract.



IV. DESIGN SCHEDULE

We understand that the City wishes to have the project bid in the Spring of 2021. We are prepared to initiate work upon authorization to proceed, and have developed the following preliminary schedule:

Task 1: Data Collection.....September 2020

Kickoff Meeting: 1 week after NTP

Vessel Research: 2 weeks after NTP

Site Inspection: 3 weeks after NTP

Task 2: Preliminary Design.....October 2020

Draft Submission: 3 weeks after completing Task 1

Design Review Meeting: 1 week after Draft Submission

Task 3: Permitting Phase.....November 2020

Task 4: Final Design.....December 2020

Task 5: Bid/Construction Phase.....March 2021

Collins can progress final design during regulatory review of applications in order to have construction documents ready when approvals are issued. (Significant changes to the project limits, layout, configuration, etc. that may be required by regulatory agencies would likely require additional compensation for our services.)

V. REQUESTED INFORMATION FROM CITY (AS AVAILABLE)

- 1) Great Lakes Cruise Company design requirements
- 2) Potential additional cruise ship operators
- 3) Available Site Information (survey/site layout/walkway and dock wall details)
- 4) Available CADD files





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

MEETING DATE

September 9, 2020

PREPARED BY

AGENDA ITEM # E.14

Consideration with possible action on request by Department of Public Works to award a Professional Engineering Service Contract to Walker Consultants for the analysis of post-tension structural members at Pine Street Ramp and design of repairs in the amount of \$22,085.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Walker Consultants for Green Bay Pine Street Ramp PT Repair
2. Walker_Addendum No. 1 PINE STREET RAMP POST-TENSION ANALYSIS AND REPAIR PLANS



Prepared for City of Green Bay

Pine Street Ramp Post-Tension Analysis and Repair Plans

August 18, 2020

Prepared by

1660 Highway 100, Suite 545
Minneapolis, MN 55416
952.595.9116
walkerconsultants.com



WALKER
CONSULTANTS



1660 S. Highway 100, Suite 545
Minneapolis, MN 55416
952.595.9116
walkerconsultants.com

18 August 2020

Trista Hobbs
Department of Public Works
City of Green Bay
100 N. Jefferson Street, Room 300
Green Bay, WI 54301

Re: Proposal- Pine Street Ramp Post-Tension Analysis and Repair Plans

Dear Ms. Hobbs:

Walker Consultants (Walker) is pleased to submit the following proposal to provide our structural engineering services for post-tension analysis at the Pine Street Ramp for the City of Green Bay.

Walker Consultants is an industry leader in restoration consulting services. We have a staff of engineers, architects, and technicians, in our office servicing your project that specializes in the evaluation and restoration of parking structures. Our group has been involved in hundreds of evaluations and repairs of similar post-tensioned structures, both small and large-scale. We understand that assessment and restoration projects can be an extreme disruption to the use of the structure, if not carefully planned. Therefore, our goal is to provide you with appropriate and cost-effective repair recommendations that can be phased as needed and will address the cause of the issues within the structure, so these potential extreme disruptions don't occur on a routine basis. We believe we have the right team to assess your structure and provide competent recommendations for the maintenance of this asset as we have provided for many of our clients.

Our team for this proposal is led by our Director of Restoration, Mike Retterath, who has extensive experience in the assessment of post-tensioned concrete structures, design of structural concrete repairs with specialty experience repairing post-tensioned concrete structures, expertise in providing asset management plans and emergency/immediate engineering services, as well as waterproofing system evaluation and design for parking structures. Also on our team is Diego Romero, a licensed structural and professional engineer, with specialized expertise in structural evaluation, analysis and repair/strengthening including numerous restoration projects relating to cracked or deteriorated post-tensioned slabs and beams, and deteriorated concrete framing. All members of Walker's team have direct experience performing post tension analysis and preparing repair designs for parking structures that will extend the service life of the facility.

The enclosed proposal includes just a few examples of Walker's over 1,500 major parking structure repair and restoration projects. We look forward to working with the City of Green Bay and showing how our experience and practical solutions has resulted in over 85% of our work being received from repeat clients. We take pride in our mission to make a positive impact for our clients, employees, and communities.



WALKER
CONSULTANTS

1660 S. Highway 100, Suite 545
Minneapolis, MN 55416
952.595.9116
walkerconsultants.com

The entire Walker Consultants team is committed and available to provide the required structural engineering services needed to restore your structure. We look forward to this opportunity to work with you.

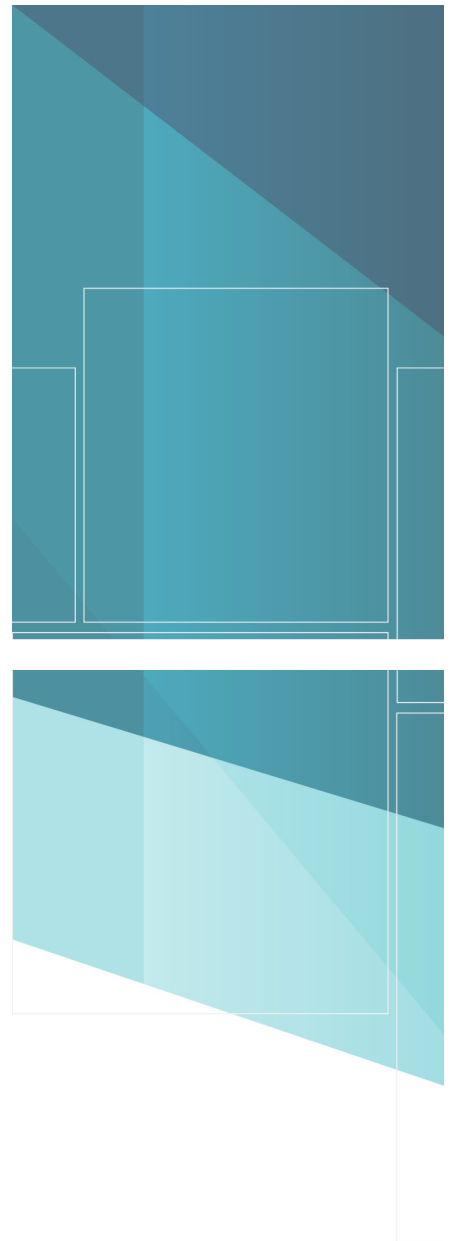
Sincerely,

WALKER CONSULTANTS

Michael H. Retterath (Walker's Contact Person)
Director- Building Envelope, Forensics & Restoration
1660 S. Highway 100, Suite 545
Minneapolis, MN 55416
Direct Phone: 952.225.5392
Office Phone: 952.595.9116
Email: MRetterath@walkerconsultants.com

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01 History of Firm

Company Profile

Established in 1965 as a structural engineering firm, Walker rapidly morphed into a parking design and consulting firm and by the 1980s was the leading parking consulting firm in the United States.

Today, Walker Consultants is a consulting firm with 22 domestic offices. Our team of over 325 multidiscipline professionals bring experience working in all 50 states and 20 foreign countries.

Offices **22**

Staff **325**

States **50**

Countries **20**

Repeat Customers (%) **85**

We are proud of the impact our firm and our people have had on the planning, design and restoration of parking facilities worldwide. Many of the design elements and planning approaches that are taken for granted today are innovations developed by Walker's professional staff.

In addition to design expertise, our people are industry leaders in the consulting area as well, being one of the first firms to demonstrate how strategic parking planning can help cities and towns promote economic development and improve the quality of life for residents.

Walker continues to provide a full spectrum of forensic and rehabilitation solutions to owners. Whether for a parking structure, building, bridge, stadium, cooling tower, or any other type of infrastructure, our state-of-the-art technical expertise will provide innovative solutions for all your restoration needs.

We are continually expanding our services and expertise to address the needs of our clients and today's technological driven marketplace. We are improving the sustainability of our designs by using materials and building techniques that will extend the useful life of a facility and reduce the impact on the environment. Walker is developing solutions to address the impact of future autonomous vehicles on communities and for our clients' projects. We are working within the industry to examine opportunities for adaptive reuse of existing and future parking facilities; and from a consulting standpoint, have developed a holistic planning approach that integrates parking into the overall master mobility solution for communities, institutions and the private sector.

Walker has been the parking industry's premier consultant for over 50 years with a focus on developing solutions that are realistic, implementable, and cost-effective by utilizing cutting edge technology and the creativity of our outstanding people.

Parking Design
Planning & Mobility
Operations & Technology
Forensics & Restoration
Building Envelope

Forensics & Restoration



Walker has pioneered new methods and set industry standards for testing, restoration and preservation.

SPECIALIZED STAFF

20

PARKING

4K+

NON-PARKING

350

PUBLISHED ARTICLES

20

Helping owners extend the life of their facilities, Walker utilizes state-of-the-art testing, restoration and preservation strategies to offer prescriptive recommendations that enable clients to improve the long-term health and increase the value of their assets. Our experience includes a wide array of projects for parking facilities; office, medical and institutional buildings, bridges, tunnels, water-treatment facilities, airports, sports/entertainment facilities, and plazas. Compared to overhauls, renovations, or wholesale dismantling and reconstruction, Walker's approaches are practical and a substantially smaller investment in time and money; and are less disruptive.

- Investigations and Assessments
- Collapse/Failure Investigation
- Damage Investigation
 - Earthquake
 - Extreme Wind
 - Flood and Storm Surge
 - Fire/Lightning
 - Impact
 - Explosion
- Due Diligence Surveys
- Diagnostic & Non-Destructive Testing/Destructive Testing Consulting
- Vibration Monitoring and Mitigation
- Structural Strengthening
- Seismic Upgrades
- Seismic and Wind Hazard and Risk Assessment
- Asset Management Plan and Maintenance Programs
- Repair Design and Construction Documents
- Litigation/Claim Support and Expert Testimony
- Emergency Response Consulting and Safety Assessment
- Structural Stabilization
- Deconstruction Consulting/ Demolition and Implosion Monitoring
- Code Compliance and Peer Review

Walker's approaches
to preservation are
practical and less
disruptive.



02 Statement of Firm Qualifications

Walker's Statement of Firm Qualifications

Walker is an industry leader in consulting services for structures, most notably in parking structure design and restoration. Our restoration group has a staff of more than 70 engineers, architects, and technicians nationwide that specialize in evaluation, strengthening, and restoration of bridges, building façades, parking structures, plazas, stadiums, infrastructure, and specialty concrete structures.

With staff dedicated to parking structures, we have assembled a team of professionals to best meet your parking structure post-tensioning assessment needs. Our staff, including the team members that will be involved in your project, actively participates in professional societies such as the Post-Tensioning Institute (PTI) and the American Concrete Institute (ACI) to help develop new codes and standards for the design and repair industry. More relative to your parking structure, our project manager, Mike Retterath, was president of the Minnesota Chapter of the International Concrete Repair Institute and gave a continuing education seminar on Parking Structure Design, Construction and Maintenance. Diego Romero is actively involved in ACI committees 364 and 546 which are the repair and rehabilitation committees for concrete structures.

For structural engineering services for concrete repairs, Walker's team assesses the current condition of the facility, conducts appropriate material and non-destructive testing, identifies potentially hazardous conditions, and determines not only the extent of the deterioration but more importantly its root cause. Repairs are prioritized, alternatives for remedial actions are presented and accompanied by a detailed opinion of probable costs. Specific project experience related to the Pine Street Parking Structure post-tension assessment is the River's Landing Parking Garage in Sioux City, Iowa. The River's Landing structure was constructed one year after the Pine Street structure and was designed by the same engineering firm with a similar structural system. Our experience with that project gives us unparalleled knowledge of this framing type and deterioration mechanisms. Another project that relates to the restoration of button head post-tensioning slab systems is Kellogg Square in Saint Paul, Minnesota. Significant deterioration of the post-tensioned beam and joist elements required unique restoration strategies including end-to-end replacement of button-head systems with 0.60 encapsulated monostrand post-tensioning combined with carbon fiber and epoxied mild steel embedment strengthening to restore the structure in a cost-effective manner. This work is ongoing because of phasing required to meet the budget and parking demands of the Owner.

Walker has helped develop industry guidelines for both evaluation, repair and/or design modifications to post-tensioned structures. To determine the existing condition of post-tensioning, the following techniques are utilized: Non-Destructive Testing (NDT), exploratory openings, visual examination, and pry bar and screwdriver penetration testing. Once the condition and operation of the post-tensioning system have been determined, Walker designs practical remedial actions to correct the deficiencies. Walker has developed specialized, focused, and practical repair designs that will increase the performance and extend the structural service life of the facility. Walker will utilize these specialized skills to provide an innovative and cost-effective solution for the Pine Street Ramp for the City of Green Bay.

The following pages detail some examples of Walker's parking structure restoration experience.



03 Project Experience

Kellogg Square Parking Structure

Saint Paul, Minnesota



Walker discovered broken button-head post-tensioning at three consecutive joists while performing slab repairs at this structure. The Owner hired Walker Consultants to determine the extent of damaged post-tensioning (PT) in the structure, design the repair for the broken and damaged post-tensioning, and perform observations during the repair of the structure. Work was phased to accommodate Owner budget and minimize the number of stalls taken out of service while the facility remained in use.

Key Features

- Kellogg Square parking facility is a split-level parking consisting of five and one-half parking levels in a residential/ commercial built in 1970
- Slab, joists, and beams are reinforced with paper-wrapped button-head post-tensioning (PT) wires
- Existing button-head wires at joists were severely corroded throughout most of the structure

Solutions Provided

- Condition assessment and structural repair design of a 1,970 space button-head post-tensioned parking structure
- Walker developed a creative repair approach that removed the existing PT wires and replaced them with new monostrand tendons which resulted in reduced repair costs
- Restoration design incorporated supplemental carbon fiber reinforcing and epoxied mild steel reinforcing

Benefits

- Walker designed a restoration plan to repair the immediate concerns and phase PT replacement, concrete repairs, and waterproofing

Client Reference

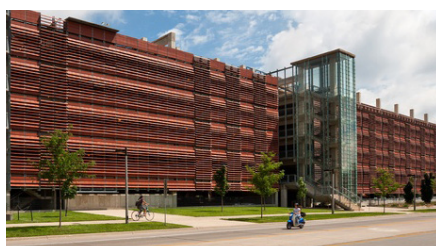
Wayne Vasilis
Director Physical Operations
Bigos Management
8325 Wayzata Boulevard, Suite 200
Golden Valley, MN 55426
763.367.7400
wvasilis@tbigos.com

University of Iowa Ramp Evaluations

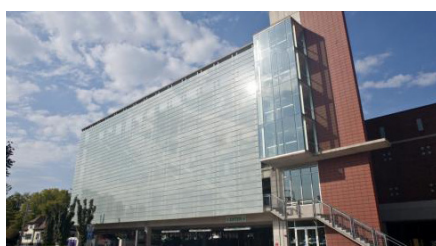
Iowa City, Iowa



Newton Road Ramp (NR)



Hospital Ramp 4 (HR4) Parking Ramp on the left side of the image connects to Melrose Avenue Ramp (MR) on the far right



University of Iowa Hospital Parking Ramp (HR4)

Client Reference

Jim Sayre
Executive Director
Parking and Transportation
The University of Arizona
Parking & Trans. Off. Bldg, 200C-2
PO Box 210181 | Tucson, AZ 85721
520.621.3257
jimsayre@arizona.edu

The University of Iowa is one of America's premier public research universities. Founded in 1847, it is the state's oldest institution of higher education and is located alongside the picturesque Iowa River in Iowa City. During the academic weekday, as many as 65,000 students, faculty, staff, patients, and visitors are on the campus, which requires on-site parking to accommodate the highest level of demand the University may encounter.

Key Features

- The University provides visitor parking through thirteen (13) cashiered garages for faculty, staff, students, patients, and visitors of The University of Iowa.

Solutions Provided

- Starting in 2004, Walker performed a Slab Post-Tension System (PT) condition assessment of all five UI PT parking structures: the Hospital Ramp 1 (HR1), Hospital Ramp 4 (HR4), Melrose Avenue (MR), Newton Road (NR), and North Campus (NC). Follow-up assessments were performed in 2008, 2012, and 2018. The Slab PT Condition Assessment Report contained test excavations, visual observations of the PT tendons, in-situ PT tension testing results, findings, and repair recommendations with an opinion of probable repair costs.
- Prepared Construction Documents for required Slab PT repairs, including repairs to the slab button-head PT system in HR1, and the monostrand PT system in HR4 and NC.
- Performed site visits during construction to observe the PT repairs to verify that the repairs were being completed in conformance with the design intent.

University of Iowa Hospital Ramp 1

Iowa City, Iowa



University of Iowa Hospital Parking Ramp (HR1)



Screwdriver test that identified a loose wire in the button-head tendon bundle



A button-head tendon repair in progress, which included cutting out the corrosion damaged section of the tendon, adding a tendon coupler, a new tendon, and a stressing-coupler that allowed the tendon to be restressed to the calculated force

The University of Iowa's Hospital Ramp 1 (HR1) was originally constructed in 1967 as the hospital's primary parking facility. The ramp currently provides approximately 500 parking spaces for hospital visitors. The five-level parking structure consists of precast single tees with a cast-in-place button-head post tension system (PT). In 2002—2003, the parking structure underwent a restoration program, including partial replacement of the button-head anchors and tendons. However, ongoing corrosion deterioration and broken slab PT tendons continued to be identified requiring additional investigation and repairs. Parking structures constructed in this era, typically have a 40—50-year design service life. Through proactive slab PT condition assessments and repair projects, Walker and the University Hospital have maintained the structure in good condition and will be able to extend the life well beyond 50 years.

Solutions Provided

- In 2004, as part of a campus-wide parking structure condition assessment program, Walker was engaged for the first time to perform a Slab Post-Tension System (PT) condition assessment at HR1. The assessment included destructive test openings at representative PT tendons to perform visual observation of the tendon and in-situ testing of the tendon's tension using the pry-bray and screwdriver testing methods.
- In 2008, 2012, and 2018, Walker performed follow-up condition assessments that tested additional tendon locations and monitored the corrosion development at select previous test locations.
- After each PT condition assessment, Walker prepared construction documents for required slab button-head PT repairs; including details, specifications, and stressing requirements.
- Performed construction administration services; including review of contractor PT stressing procedures, stressing elongation reports, and site visits during the repairs to observe that the repairs were being completed in general conformance with the design intent.

Client Reference

Jim Sayre
Executive Director
Parking and Transportation
The University of Arizona
Parking & Trans. Off. Bldg, 200C-2
PO Box 210181 | Tucson, AZ 85721
520.621.3257
jimsayre@arizona.edu

Sioux City River's Landing Ramp

Sioux City, Iowa

Client Reference

Robert Padmore
Administrative Services Director
City of Sioux City
405 6th Street
PO Box 447
Sioux City, Iowa 51102
712.279.6310
bpadmore@sioux-city.org



River's Landing Parking Ramp on Douglas Street

The River's Landing parking facility has seven levels of parking and accommodates 690 vehicles. It is located on 5th Street between Douglas Street and Pearl Street. This facility provides clean, safe, and convenient enclosed parking for downtown visitors and employees. The ramp is fully automated and accessible at all times. There are 2 entrances on Douglas Street and 2 entrances on Pearl Street.

Key Features

- Constructed in 1975 and comprised of 7 levels; 6 supported levels and a concrete slab-on-grade level
- The slab-on-grade level is composed of a parking management office, maintenance shop and storage, and parking
- The structural system consists of cast-in-place, one-way, button head post-tensioned floor slabs supported by precast, post-tensioned spread single tee beams, which frame into precast conventionally reinforced columns

Solutions Provided

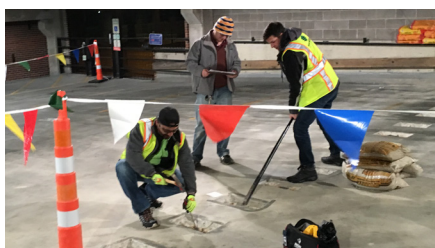
- Repairs at River's Landing Ramp included concrete floor repairs, repair of post-tensioning systems, removal and replacement of sealants, and repair/replacement of waterproofing systems
- Walker provided Engineering Services to develop Construction Documents and perform Construction Administration services during identified repairs
- Developed Work Item specification and technical specifications for materials and quality control requirements

Benefits

- Walker attended and assisted the City with a pre-bid meeting, evaluated bids, and provided assistance for contractor selection
- Provided an opinion of probable construction cost for repairs
- Conducted on-site observation and field reports which included reporting work being performed and any work believed to be unsatisfactory or that did not conform to the Construction Documents
- Advised the City of work to be corrected or rejected

University of Illinois Parking Structures C7 and C10

Urbana-Champaign, Illinois



As part of the master plan, the University requested a study of the two parking structures and their condition for service for the next 20 years. In addition, the University requested a study that would compare the costs to perform repairs to the structures to extend their service life by an additional 20 years versus demolishing and building new parking structures.

Key Features

- The University of Illinois Urbana-Champaign campus contains two identical parking structures at the center of the campus
- The structures were built in 1970 and each provides parking for approximately 300 vehicles over 5-1/2 floors
- The structural systems utilize a “spread tee” system of precast single tee beams with cast-in-place P/T concrete slab system over the tees
- The structure utilizes 8-wire button-head post tensioning tendons

Solutions Provided

- Walker’s assessment consisted of a visual assessment as well as a limited evaluation of the slab and beam post-tensioning tendons
- At the conclusion of the assessment, significant corrosion was found on the slab post-tensioning
- Missing flashing beneath the masonry wall parapets had led to water accumulation and corrosion of the horizontal ties
- Walker performed a comparative analysis that identified repairing the two parking structures as the most cost-effective method to provide parking for the next 20 years
- In the recommendations, Walker proposed abandoning the existing deteriorated slab post-tensioning and replacing this reinforcement with new steel beams would be installed at the slab underside

Client Reference

Kelly Jo Hoffman, PE, SE
Capital Programs, Engineer Planner
1501 South Oak Street, 115q
Champaign, Illinois 61820
217.244.8940
kjhffmnn@illinois.edu

Benefits

- Walker provided the University with additional repair recommendations for the deteriorated waterproofing elements, methods to stabilize the masonry façade, replacement of the building’s MEP system, as well as the addition of an elevator tower
- Walker is currently working with the University to design and implement the recommended repairs to both parking structures

University of Chicago Medicine Parking Deck A Restoration

Chicago, Illinois



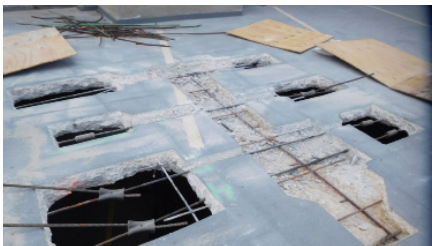
The hospital was interested in implementing a repair program that would extend the service life of the parking structure by approximately 20 additional years. Walker performed a condition assessment which revealed that most of the waterproofing elements in the structure were completely worn and deteriorated, widespread deteriorated concrete at the structural flanges, severely corroded and broken post tensioned cables in the slab, and aged vehicle barrier systems. Worn out waterproofing elements.

Key Features

- 5-level precast parking structure built in 1972 and expanded horizontally in 1980 with a 6-level post-tension parking structure
- Structure provides year-round 24/7 parking for hospital visitors and staff



Severe deterioration on roof level



Slab post-tension tendon repairs



Repairs phased to maintain traffic flow

Solutions Provided

- Walker performed a condition assessment of the structure and developed construction documents
- Repairs included: Full depth slab removal at two complete levels of the parking structure, installation of a new cable vehicle barrier system throughout both structures, slab post-tension tendon repairs, concrete repairs at slabs, columns, ceilings, and beams, including the use of galvanic anodes to reduce the rate of corrosion and complete renewal of all waterproofing elements including expansion joints and traffic topping

Benefits

- Walker developed repairs to extend service life of the structure by approximately 20 years and performed construction administration services

Client Reference

Daryl Wilkerson
Vice President
University of Chicago Medicine
5841 S. Maryland Ave
Chicago, IL 60637
773.702.6094
daryl.wilkerson@uchospitals.edu



03 Key Personnel



Michael H. Retterath, PE

Principal-in-Charge/Project Manager

Mike is the Director of Restoration with Walker's Minneapolis office. He is responsible for management of restoration projects, structural and waterproofing design, quality reviews, specification development and contract document coordination. He manages and directs facility assessment and restoration projects, field surveys and testing, develops designs for rehabilitation and restoration of structures, and provides construction administration of projects.

His extensive background in building assessment, emergency response, structural design, testing and construction lends to insightful contributions to the approach of his projects. Mike's expertise in post-tensioned (PT) parking facility assessment and restoration allows him to quickly identify problematic conditions and recommend appropriate restoration activity to correct deficient conditions.

He works with clients and contractors to minimize disruptions to their facility while minimizing the construction schedule. He has extensive experience in the assessment and design of post-tensioning repairs, with specialty experience repairing button head and monostrand post-tensioned concrete structures and prestressed concrete structures.

Key Experience

Button-head PT restoration
Monostrand PT restoration
Carbon Fiber Strengthening
Grabb-it coupler restoration

Education

Bachelor of Science in Architectural Engineering with a Structural Specialty, Milwaukee School of Engineering, 2001

Registrations

Professional Engineer, Minnesota
#44637

Affiliations

MN Chapter of the International Concrete Repair Institute,
2012 President
Saint Paul BOMA
Minneapolis BOMA
American Society of Civil Engineers (ASCE)
Building Enclosure Council (BEC)

Presentations

Building Enclosure Assessments
Using Drones Target Corporation
Parking Structure Design, Construction and Maintenance, Halfmoon Education, Inc. Eagan, MN

Representative Projects

Kellogg Square, Button Head Post-Tensioned Pan and Joist Garage

Saint Paul, MN

Mike was the Project Manager for the condition assessment and restoration of the button head post-tensioning for the beams and joists supporting the parking garage structural slabs. The assessment was required when typical restoration work uncovered three consecutive failed joint tendons. Restoration included replacing the 8-wire button head strands with 0.6-inch diameter monostrand tendons. The system included encapsulated anchorages, carbon fiber and epoxied mild steel supplemental reinforcing.

Rosedale Estates Basket-Woven Post-Tensioned Slab

Rosedale, MN

Mike was the Principal-in-Charge for the assessment of the post-tensioned plaza slab at Rosedale Estates South. This unique structure is a basket-woven post-tensioned slab that was constructed as a plaza slab between two residential towers. The post-tensioning system was assessed and found to be damaged beyond repair due to the financial cost associated with the repair relative to the cost of replacement.



Richard J. Elsner (Rick), PE

Restoration Consultant

Rick is an experienced Restoration Consultant and Project Manager for Walker Consultants. Rick specializes in the evaluation and restoration of parking facilities. He is responsible for the preparation of condition assessments and appraisals, construction documents, cost estimates, bidding administration, and construction observation for parking restoration projects.

Key Experience

Post-tensioning tendon repair
Precast concrete repair
Corrosion mitigation
Vapor/moisture mitigation

Education

Bachelor of Science, Civil Engineering,
Michigan Technological University

Registrations

Professional Engineer, Minnesota
Professional Engineer, Michigan

Affiliations

International Concrete Repair Institute (ICRI),
Past President of MN Chapter
Current Treasurer of MN Chapter

Presentations

“Concrete Basics and Corrosion Induced Deterioration of Concrete”
Presented to the Cement Finishers Union Local 633, 2012-2018
“Basics of Waterproofing”
Presented at Mega Demo for ICRI MN Chapter 2014

Rick brings over 35 years of project management and restoration engineering experience to your project. He has extensive experience in the design of structural concrete repairs, with specialty experience repairing post-tensioned concrete structures. Rick provides expertise in structural systems including precast prestressed concrete, cast-in-place mild-reinforced concrete, button-head post-tensioned concrete and monostand post-tensioned concrete. Rick is also an expert in waterproofing of concrete parking structures, corrosion protection systems, and construction techniques that are unique to parking restoration.

Representative Projects

SouthWest Transit Asset Management Plan

Eden Prairie, Minnesota

Rick served as Project Manager for the Southwest Transit Asset Management Plan which included five facilities plus a 20-year budget. The condition assessments were comprised of inspection, observation and limited testing, as well as researching existing construction documents, as required to determine the useful life of each facility and the individual components of the facility. The objective of the project was to provide SouthWest Transit with an Asset Management Plan that met the requirements of the Moving Ahead for Progress in the 21st Century Act (MAP-21), the Federal Transit Administration’s (FTA) Condition Assessment Calculation guidelines, and the FTA Facility Condition Assessment Guidebook.

City of Minneapolis (18 Ramps, 14 Skyways)

Minneapolis, MN

Condition Appraisal, Construction Documents and Administration, and Annual Safety Evaluation 18,729 Spaces

City of Sioux Falls (5 Ramps, 3 Skyways)

Sioux Falls, SD

Condition Appraisal, Demolition, Construction Documents and Administration, Maintenance Manual 2,284 Spaces



Diego F. Romero, PhD, SE, PE

Restoration Consultant

Diego Romero is the Director of Building Envelope, Forensics and Restoration in our Chicago office. He has extensive experience in concrete durability, project management, and evaluation and repair design of structures built with concrete, steel, wood, and masonry. Diego has worked in evaluation and repair of a variety of structures such as 19th century churches, mid and high-rise buildings, parking structures, historical structures, cooling towers, and bridges. Diego has also worked with numerous client types in the hospitality, medical, education, commercial, residential, and public/private sectors. Diego was also awarded ICRI's Top 40 under 40 award for his involvement in the repair industry.

Key Experience

Structural Evaluations and Repair
Building Envelope Investigations
Concrete Durability

Education

Ph.D., Structural Engineering, University of Miami, Coral Gables, FL
B.S. and M.S., Civil Engineering
University of Miami, Coral Gables, FL

Registrations

Professional Engineer (IL., WI., TX.)
Structural Engineer (IL.)

Affiliations

American Concrete Institute (ACI)
364 – Rehabilitation of Structures
440 – FRP Repair Strengthening
546 – Repair of Concrete
International Concrete Repair Institute
Director (ICRI Chicago Chapter)

Publications

"Photogrammetry as a Tool to Replace Eroded Decorative Architectural Elements" Journal of Preservation Technology, Vol. XLVII No. 1, April 2017.
"Study on the Mechanical and Environmental Properties of Concrete Containing Cathode Ray Tube Glass Aggregate".
Journal of Waste Management, July 2013

Representative Projects

Kellogg Square

St. Paul, MN

Diego performed a condition assessment and repairs of a five and a half level button-head post-tensioned parking structure. The condition assessment included a visual review of the readily accessible structural elements and a large-scale investigation of the slab and beam post-tensioned tendons. In all, over 960 tendons were physically reviewed and approximately 30% of the joist tendons were severely deteriorated. This information was then utilized to develop conceptual repair recommendations, a prioritized repair plan, and an opinion of probable repair cost for the structure. Construction documents were prepared to repair the deficient post-tensioning.

Northwestern Mutual East Parking Structure

Milwaukee, WI

Diego performed a condition assessment and repair design for a 7-level post-tensioned concrete parking structure. In addition to performing a visual review of the readily accessible structural and waterproofing elements, an invasive evaluation of the slab and beam post-tensioned tendons was performed to investigate the condition of the post-tensioning which was exhibiting isolated failures. Once repair recommendations and an opinion of probable cost was provided, construction documents were prepared to perform repairs concrete repairs, post-tensioned tendon repairs, waterproofing repairs, and upgrade to the pedestrian railings.

University of Illinois at Urbana-Champaign

Urbana, IL

Diego performed a condition assessment and life-cycle analysis of the two central parking structures on the University of Illinois campus. The assessment included invasive openings in the beams and slabs to test the condition of the post tensioning. The condition assessment and life-cycle analysis were used to develop a cost-benefit analysis to compare the cost of repairing the structures for long-term use versus demolishing the structures and rebuilding them.



04 Scope of Services

Scope of Services

Assessment

Walker recognizes that the work related to this structure is limited just to the post-tensioned slabs at the end bays of the structure. With that in mind, we plan to review existing documents as provided by the City of Green Bay (Client) that may include original construction documents, reports, previous investigations and previous repair documents. We also want to interview the Client to gather additional information regarding the performance of the structure and/or any challenges with maintenance for purposes of formulating our restoration opinions and cost data

We will observe the exposed surfaces of the post-tensioned slab area. This include top side, bottom side (ceiling), exposed slab edges, curbs, joints and other parts of the structure that can contribute to the protection of or deterioration of the post-tensioning.

Testing

Walker plans to perform non-destructive testing of the post-tensioned slabs. This form of testing will include hammer/rod tapping vertical and overhead surfaces and chain dragging floor areas. Since traffic membrane is present over the floors, delamination sounds will need to be qualified by further hammer tapping to verify the delamination sound is concrete versus delaminated membrane. The exterior anchor pockets will be hammer tapped where exposed on the Pine Street side of the structure.

In our not-to-exceed cost, Walker has include chloride ion testing of the concrete slabs. Since the slabs are protected by traffic membrane, we believe this cost is unnecessary and thus we have offered a voluntary deduct alternate if this testing is omitted. The reason we believe this cost to be unnecessary is as stated below:

- Chloride only contributes to accelerated corrosion with water being the primary cause for corrosion.
- Chloride extraction is costly as a means of remediation and would never be recommended by Walker.
- If post-tensioning replacement is required, we would suggest slab replacement or encapsulated monostrand repairs to minimize the corrosion potential of the system.

If chloride testing is preferred as included in our base bid, we suggest performing incremental testing at depths of 0" to 1", 1" to 2", and 2" to 3" from the top surface to verify the concentrations of chloride as a function of depth of penetration. Removing samples from the excavated concrete will not give accurate or valuable results.

Walker is partnering with Western Specialty Contractors, a PTI-Certified company (Post-Tensioning Institute) who specializes the assessment and repair of post-tensioned structures. We will focus our investigation on Level 2, since that level experiences the most traffic and will have the highest concentrations of chloride from road salts. We plan to expose two (2) end anchorages at the street edge of slab, two (2) end anchorages at the interior slab edge, four (4) overhead locations at low points in the post-tensioning, and four (4) top side locations at high points in the post-tensioning. Post-tensioning will be evaluated per the International Concrete Repair Institute Technical Guide 320-6 "Guide for Evaluation and Repair of Unbonded Post-Tensioned Concrete Structures". Anchors will be observed for corrosion or other damage. The tendons will be observed for condition of sheathing, condition of grease, and condition of wires. Prybar tension testing and screwdriver penetration testing will be performed to verify the tension, partial tension, or failure of tendons and individual wires. The tendons will be protected with new grease and sheathing repairs and concrete and traffic membrane will be patched.

Scope of Services

Report

Walker will provide a formal report as the deliverable for our findings. The report will include our scope of services, executive summary, description of structural system, discussions, recommendations, and observations sections and have appendices for example photographs, limitations, chloride test results if included, and engineer's opinion of probable construction cost broken out over a 5-year period (costs in 2020 dollars). Walker will provide an electronic portable document format (PDF) of the report in addition of five (5) printed copies of the entire report and ten (10) copies of the executive summary section.

We also intend to provide scans of our field notes indicating the location and type of repair item at each level of the structure. We will provide our standard repair details and recommended products for typical repairs. Please note that engineering of new repairs and/or structural evaluation for replacement or strengthening systems (carbon fiber) is not anticipated and therefore not included in these services.



05 Schedule

Schedule

Walker is providing the following schedule, pending weather, contractor, and equipment availability:

Action Item	Date
Notice to Proceed	September 21, 2020
Interview, review documents	September 21-30, 2020
Site observations and testing	October 5-7, 2020
95% submittal for Owner review	October 23, 2020
Call with Client to review submittal	October 28, 2020
Final report mailed	October 30, 2020



06 Proposed Fee

Proposed Fee

Walker proposes to perform the services describe in this proposal for the following fee:

Services	Fee
Consulting	\$10,845.00
Expenses/ Testing	\$2,100.00
Concrete Exploration	\$9,140.00
Total	\$22,085.00
Alternate Deduct Chloride Testing Credit	(\$1,345.00)



WALKER
CONSULTANTS



DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

100 N. Jefferson Street, Room 300
Green Bay, WI 54301
Tel (920) 448-3100
Fax (920) 448-3102

ADDENDUM NO. 1

**REQUEST FOR PROPOSAL
PINE STREET RAMP
POST-TENSION ANALYSIS AND REPAIR PLANS**

August 10, 2020, 2020

Proposal Due: No Later Than 4:30 pm CST, Tuesday August 18, 2020

This Addendum is issued to modify, explain or correct the original Request for Proposal for Pine Street Ramp Post-Tension Analysis and Repair Plans issued on July 29, 2020 and is hereby made a part of the Request for Proposal. This Addendum must be signed and attached to the Consultant's proposal.

Question 1: Have any repairs or additional reports been performed on the Pine Street Parking Garage since the 2013 Report referenced in the RFP?

Answer 1: No additional reports/studies have been performed. Repairs to concrete surfaces and expansion joints have been ongoing, but no work has been completed on the post tensioning.

Question 2: Is the precast double portion of the garage, added in 2000, included in this RFP or is it excluded from the scope of work?

Answer 2: No, there is no known post tensioning in this portion.

Question 3: Is there a specific number of test wells for the post tensioning system testing that is expected as part of the proposal, or is the specific number of test locations up to the engineer?

Answer 3: The number of test locations will be up to the engineer. Please provide a separate line item cost estimate for anticipated testing. This work will be paid for on a time and materials basis as a reimbursable expense.

Question 4: Is the qualification statement (attached for reference) required as part of the RFP submission? It appears to be targeted primarily at general contractors.

Answer 4: No, the qualifications statement is not required.



DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION

100 N. Jefferson Street, Room 300
Green Bay, WI 54301
Tel (920) 448-3100
Fax (920) 448-3102

- Question 5: Can the noted 2013 "Condition Assessment Report and Repair Recommendations" be made available to better tailor investigative proposals?
- Answer 5: The 2013 report will be made available to the consultant upon award of the contract.
- Question 6: Paragraph 4.a of the RFP calls for comprehensive sounding of anchorages, but is not clear on the number of test wells to be performed. Considering the wide range of costs for test wells, can the City clarify expectations as to extent to the test wells?
- Answer 6: The number of test locations will up to the engineer. Please provide a separate line item cost estimate for anticipated testing. This work will be paid for on a time and materials basis as a reimbursable expense.
- Question 7: Is the contractor costs related to test wells to be included in the fee for "engineering and testing services" or should be contractor costs be considered a reimbursable expense for the work?
- Answer 7: Test wells will be considered a reimbursable expense.
- Question 8: Will the City be able to close traffic and parking areas for test well and delamination surveys to aid in testing efficiency? Or should we presume that field investigation is to be performed under isolated traffic closures?
- Answer 8: Portions of the ramp may be closed for short durations. The City/Parking Authority generally allow the closure of up to 44 parking stalls at a time.
- Question 9: During testing of aged structures, post-tension systems may become dislodged event with the most diligent of specialty contractors. Given the concerns of the post-tension system's condition expressed by the RFP, the indemnity clause included appears to place substantial risk on the proposer. Will the City consider more mutually agreeable language given the risk associated with inspecting deteriorated structural elements?
- Answer 9: You may submit revision requests with your proposal for the City's consideration.



DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

100 N. Jefferson Street, Room 300
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Tel (920) 448-3100
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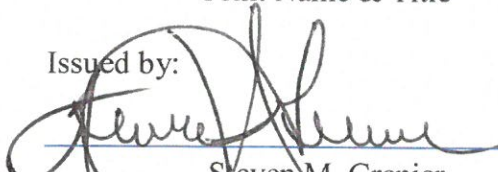
SIGN AND ATTACH THIS ADDENDUM TO THE PROPOSAL

Received and Acknowledged by:


Consultant's Signature

MICHAEL RETTO - DIRECTOR OF RESTORATION
Print Name & Title

Issued by:


Steven M. Grenier
Director of Public Works



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

MEETING DATE

September 9, 2020

PREPARED BY

AGENDA ITEM # E.15

Consideration with possible action on request by Department of Public Works to award annual contract with 4 annual renewals for chemical root treatment to Duke's Root Control, Inc.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

September 9, 2020

PREPARED BY

AGENDA ITEM # E.16

Consideration with possible action on ratification of the Agreement Between Green Bay Packaging Inc. and the City of Green Bay regarding the Transfer of TSS Waste Load Obligations Under the Fox River Total Maximum Daily Load.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Agreement (TSS Load Allocation) - City of GB and GBP - vEXE (eff. 12.4.2...

Agreement
Between Green Bay Packaging Inc. and the City of Green Bay
Regarding the Transfer of TSS Waste Load Obligations
Under the Fox River Total Maximum Daily Load

December 4, 2018

- A. Green Bay Packaging Inc. ("GBP"), through its Mill Division (the "Mill") is constructing a new paper mill located at 1601 N. Quincy Street, Green Bay, WI, as which the Mill intends to send its wastewater to the Green Bay Metropolitan Sewerage District (the "District") and use reclaimed, treated effluent as returned from the District in its papermaking operations; it will also continue to receive bills from the City of Green Bay (the "City") for water, sewer and stormwater services;
- B. The Mill received a wasteload allocation ("WLA") associated with process activities not associated with storm water runoff of 629 lbs/year (or 1.72 lbs/day) of Phosphorus (the "Phosphorus WLA") and 108,259 lbs/year (or 296 lbs/day) of total suspended solids ("TSS") (the "TSS WLA"), as set forth on pages 83 and 84 of the Total Maximum Daily Load and Watershed Management Plan for Total Phosphorus and Total Suspended Solids in the Lower Fox River Basin and Lower Green Bay, dated March 2012, and approved by the United States Environmental Protection Agency in May of 2012 (the "Fox River TMDL");
- C. Both the Mill and the City hold Wisconsin Pollution Discharge Elimination System permits ("WPDES Permits") which outline current and future compliance obligations for their respective discharges in "WPDES Permit" or "MS4 Permit" to the lower Fox River, including each party's WLAs under the Fox River TMDL;
- D. The Mill wishes to transfer its TSS WLA to the City, so that it may be used by the City to meet its TSS compliance obligation under the Fox River TMDL; and
- E. The Mill and the City (each, a "Party" and together the "Parties") wish to enter into this Agreement to set forth each Party's obligations with regard to the transfer of these WLAs, billing parameters, and related obligations.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

Section I: Transfer of TSS WLA

- 1. The Parties shall undertake all necessary actions to obtain approval from the Wisconsin Department of Natural Resources ("WDNR") to transfer the TSS WLA from the Mill to the City and to modify their respective WPDES permits, consistent with Wisconsin regulations, which steps include but are not limited to:
 - a. The Mill shall submit a letter stating its intent to surrender its WPDES permit and transfer the TSS WLA to the City.
 - b. The City shall submit a letter documenting its need for the TSS WLA and stating its intent to accept the Mill's TSS WLA.
 - c. Both Parties shall take the steps necessary to modify their respective WPDES permits to reflect the transfer of TSS WLA.
- 2. The Parties agree that the TSS WLA is associated with the Mill's abandonment of its outfall, and that the transfer of the TSS WLA is intended to be permanent. However, in the unlikely event that

the Mill is required to resume direct discharge of its wastewater effluent to the Fox River in order to meet normal operational requirements on a permanent basis, the Parties shall undertake the necessary steps to obtain approval for the transfer of the TSS WLA back to the Mill for its use or transfer to an appropriate entity.

- a. GBP shall provide at least 180 days' notice to allow the City sufficient time to make alternative compliance arrangements and undertake all necessary regulatory steps. Nothing herein shall be construed as requiring either party to provide prior notice in the event of a change in applicable law, regulation, or enforcement that affects the validity of the original transaction contemplated herein or such reversionary transfer, and the reversionary transfer of the TSS WLA to GBP will occur immediately.
 - b. GBP and the City acknowledge that if the TSS WLA is transferred back to GBP for any reason, the City will be substantially harmed, and will incur substantial costs to ensure compliance with TSS WLA requirements. In consideration of this revisionary transfer, GBP agrees to pay to the City within 30 days of the transfer as follows: (i) if prior to the termination or expiration of this agreement, all monies paid to GBP by the City; (ii) if after the termination or expiration of this agreement, fair market value of the TSS WLA at the time of the transfer or all monies paid to GBP by the City, whichever is greater.
3. The Parties will cooperate to ensure that the timing of these actions is sufficient to meet each Party's reasonable timelines for project development and implementation.

Section II. Billing, Payments & Reporting

1. *Monthly Invoice.* The Mill receives a Department of Public Works sanitary bill from the City that includes costs associated with City & District providing conveyance and treatment of waste water. (the "Sanitary Bill"). The City will obtain a monthly accounting from the District regarding the services provided to the Mill (including all charges and credits), which the City will include in its invoice to the Mill. The Sanitary Bill will also set forth the net charges and credits due the District, and net any credit provided by the City to the Mill for TSS as determined below. The Mill will pay the City for the sanitary billing invoice within its agreed upon payment terms with the City.
2. *Calculation of Credits.* The Sanitary Bill shall also include the following credits, as applicable:
 - a. *Reclaimed Water Credit* (calculated on average concentration multiplied by average monthly flow). Each month, a credit of \$85 for each pound of Phosphorus diverted to the Mill in Return Water rather than discharged to the Fox River, which credit per pound will increase by 3% on each anniversary of the execution of this Agreement and will expire after 20 years. This credit will be included in the charges and credits provided by the District. *Example:* For a given month in the first year, the average phosphorus concentration is 0.4 mg/l and the monthly volume is 45 million gallons, resulting in a credit for that month of \$12,760 ($\$85 \times 0.4 \times 45 \times 8.34$).
 - b. *NR 101 Credit.* Each year, a credit equal to the reduction in discharge fees due to the WDNR from the District under NR 101 of the Wisconsin Administrative Code, based on pollutants diverted to the Mill in the Return Water, rather than discharged to the Fox River. This credit will be included in the charges and credits provided by the District.
 - c. *Phosphorus WLA Credit.* Each year, a credit of \$85.00 multiplied by the total number of Phosphorus WLAs transferred to the District by the Mill, which credit will increase by 3% on each anniversary of the execution of this Agreement and will expire after 20 years. This credit will be included in the charges and credits provided by the District.
 - d. *TSS WLA Credit.* Each year, a credit of \$3.00 multiplied by the total number of TSS WLAs transferred to the City by the Mill, which credit will increase by 3% on each anniversary of the execution of this Agreement and will expire after 20 years. This credit will be included in the charges and credits provided by the City.

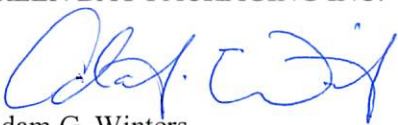
3. *Payment.* Payments contemplated under this Section II. shall begin upon the credits becoming available for use by the City, anticipated to be occurring in 2020 based on GBP's operational status.

Section III. Miscellaneous

1. *Audit Rights.* The Mill shall have the right to request all communications between the City and the District regarding billing the Mill, and audit the lab results, calculations, and other data that provide the basis for calculating the charges and credits outlined in this Agreement.
2. *Dispute Resolution.* If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute by confidential mediation within 30 days utilizing a mediator acceptable to both parties before resorting to formal dispute resolution procedures.
3. *Notice.* Under this Agreement, notice shall be given in writing (email acceptable) to the City Attorney or the Vice President/General Manager of Mill Operations for GBP.
 - a. *Termination.* Subject to Section I, Paragraph 2 above, either Party may terminate this Agreement for any reason or no reason upon 180 days' prior written notice to the other Party. Either Party may terminate this Agreement for the other Party's breach of its obligations hereunder, where the breaching Party has not cured the applicable breach within 30 days following notice from the non-breaching Party. Upon the effective date of termination, the Parties agree that the requirements of Section I.2 shall apply, such that the TSS WLA shall transfer back to the Mill, consideration shall be paid by GBP to the City for such transfer, and the Parties will take all such actions as necessary or prudent to ensure the effective transfer back to the Mill.
4. *Force Majeure.* If the performance of this Agreement or any obligations hereunder is prevented, restricted or interfered with by reason of earthquake, fire, flood or other casualty or due to strikes, riot, storms, explosions, acts of God, war, terrorism, or a similar occurrence or condition beyond the reasonable control of the Parties, the Party so affected shall, upon giving prompt notice to the other Parties, be excused from such performance during such prevention, restriction or interference, and any failure or delay resulting therefrom shall not be considered a breach of this Agreement.
5. *Severability.* In the event any part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.
6. *Regulatory Approval Required.* The Parties understand and agree that this Agreement is subject to the regulatory approval of the WDNR and that in the event that the WDNR does not approve the transfer of WLA, or modification of WPDES permits, this Agreement shall be null and void. The Parties agree to vigorously pursue all necessary regulatory approvals.
7. *Expiration.* This Agreement shall expire upon the receipt of payment in full by GBP from the City for the TSS WLA.

IN WITNESS HEREOF, the Parties, intending to be legally bound, have caused their duly authorized representatives to executed and deliver this AGREEMENT as of the day and the year first written above.

By:
GREEN BAY PACKAGING INC.



Adam G. Winters

NAME

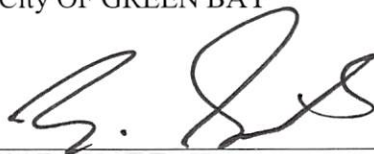
Sr. Vice President & General Counsel

TITLE

May 7, 2020

DATE

By:
City OF GREEN BAY



NAME

Mayor

TITLE

5/28/20

DATE



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

MEETING DATE

September 9, 2020

PREPARED BY

AGENDA ITEM # E.17

Consideration with possible action on approval of the Tripartite Agreement between New Water, the City of Green Bay, and Green Bay Packaging regarding discharge of pretreated process wastewater from the new paper mill to NEW Water's mill interceptor.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Tripartite Agreement - GBMSD Signed

TRIPARTITE AGREEMENT

THIS TRIPARTITE AGREEMENT (this "Agreement"), is made and executed this 26th day of August, 2020 ("Effective Date"), by and among the GREEN BAY METROPOLITAN SEWERAGE DISTRICT, a municipal corporation organized and existing under the laws of Wisconsin, operating under the brand "NEW WATER" ("NEW Water"), the CITY OF GREEN BAY, a municipality situated in the State of Wisconsin ("City") and GREEN BAY PACKAGING INC., a Wisconsin corporation with offices and a mill in Green Bay, Wisconsin ("GBP").

WITNESSETH:

WHEREAS, GBP is constructing a new paper mill located at 1601 N. Quincy Street, Green Bay, Wisconsin (the "GBP Mill");

WHEREAS, NEW Water operates the wastewater treatment systems and related facilities that accept effluent from City, GBP, and other dischargers throughout the Green Bay, Wisconsin metropolitan regional service area, which currently includes 2 clean water facilities in Green Bay and De Pere and related infrastructure (such existing regional systems, facilities, interceptors, and interplant forcemains and systems, together with all future improvements, modifications, expansions and/or additions thereto, the "Facilities");

WHEREAS, GBP desires to discharge pretreated process wastewater from the new paper mill to NEW Water's mill interceptor (the "Mill Interceptor");

WHEREAS, the parties desire to enter into this agreement in order to provide for: (i) the fair and equitable allocation of costs for the treatment of wastewater generated by the GBP Mill and (ii) the design, funding, construction, operation and maintenance of a Reclaimed Water System (each as defined below) and the allocation of costs related to same. This Agreement shall not address, and the parties shall enter into a separate written agreement to address, each party's rights and obligations with respect to transfer of certain wasteload allocation of phosphorus and total suspended solids between GBP, NEW Water, and City.

NOW, THEREFORE, for good and valuable consideration, the parties hereto agree as follows:

A. AGREEMENTS REGARDING WASTEWATER TREATMENT.

1. Payment by GBP for Treatment of its Wastewater. GBP shall pay its reasonable and equitable share of the following costs and expenses related to the Facilities in accordance with the terms of this Agreement: (i) all Capital Expenses (as defined below); (ii) all Annual Costs (as defined below); and (iii) all O&M Expenses (as defined below). As used in this Section A:

a. "Capital Expenses" shall mean the costs of significant capital improvements and/or additions to the Facilities (including without limitation, the design, construction, installation, repair and/or replacement of new or existing wastewater treatment plants, facilities and all piping and facilities related to same (including projects completed prior to

the Effective Date)) that are typically funded by NEW Water through grants, loans and/or other external financing, which costs shall include all financing costs and debt service obligations incurred by NEW Water in connection with such projects.

b. “Annual Costs” shall mean (i) the costs of smaller capital improvements and/or additions to the Facilities (including without limitation, the design, construction, installation, repair and/or replacement of new or existing wastewater treatment plants, facilities and all piping and facilities related to same) that are incurred or completed by NEW Water in the ordinary course of business, and which are typically financed directly by NEW Water, and (ii) all contributions to NEW Water contingency reserves.

c. “O&M Expenses” shall mean all other costs of operating and maintaining the Facilities, including without limitation, the following: the functions of NEW Water operation, maintenance and field services personnel; metering, sampling and lab analysis of wastewater and effluent (together with any costs related to metering stations, equipment or facilities used in connection therewith); maintaining control of odors and hydrogen sulfide concentrations associated with wastewater delivered to and discharged at the Facilities; chemicals, supplies, and utilities (including gas and electric); repair, maintenance and replacement of all buildings, structures, pipelines, improvements and/or other elements and appurtenances to the Facilities; and all other operations and maintenance functions directly related to the Facilities and their appurtenances, as reasonably determined by NEW Water.

2. Cost Allocation Methodology; Allocation of Costs to GBP. GBP acknowledges receipt of a current copy of NEW Water’s “Cost Allocation Methodology” Report dated as of July 27, 2020 (which report as maintained and periodically updated by NEW Water, the “Cost Allocation Methodology”). NEW Water shall promptly deliver to GBP any updates to and/or modifications of the Cost Allocation Methodology as prepared and adopted by NEW Water from time to time. Effective as of August 26, 2020, GBP’s share of:

a. O&M Expenses shall be determined in accordance with the Cost Allocation Methodology on the basis of GBP’s actual loads submitted to the Facilities; provided, however, that GBP will be responsible for 100% of the costs incurred in connection with any metering station(s) and/or other facilities dedicated solely to GBP’s Mill and operations; and

b. Capital Expenses and Annual Costs shall each be determined in accordance with the Cost Allocation Methodology based upon the GBP Allocated Capacity set forth in **Exhibit A** attached hereto. Capital Expenses and Annual Costs shall be billed to GBP on an annual basis.

The parties acknowledge that the Cost Allocation Methodology will need to be updated to reflect adjustments related to discharges from the GB Mill to the Mill Interceptor. NEW Water will promptly proceed with an amendment to the Cost Allocation Methodology to address Capital Expenses, Annual Costs, and O&M Expenses related to the GB Mill’s discharge to the Mill Interceptor. This amendment will detail the methodology for determining the cost share allocable

to each user of the Mill Interceptor, which cost share shall be proportional to each user's capacity in the Mill Interceptor. For the avoidance of doubt, GBP will not be responsible for costs associated with any segments of the Mill Interceptor that do not serve the GBP Mill.

3. Monthly Billing of O&M Expenses. Each year, NEW Water will establish "Operation and Maintenance" parameter rates (the "Mill O&M Rate") as part of its annual budgeting process. At the end of each month, NEW Water will invoice GBP for its portion of O&M Expenses based upon: (i) GBP's actual metered/sampled parameter loads, multiplied by the applicable Mill O&M Rate, plus (ii) 100% of the O&M Expenses incurred in connection with any services or facilities dedicated solely to GBP's Mill and operations, including any costs related to the Reclaimed Water System (as set forth in Section B, below) (the "Dedicated Costs"), less (iii) the credits outlined in Exhibit B attached hereto. Within 180 days after the end of each fiscal year, or as soon thereafter as practicable, NEW Water will deliver to GBP a written statement setting forth in reasonable detail the actual total amount of O&M Expenses (including all Dedicated Costs), together with all fees, surcharges or penalties incurred by GBP hereunder, for the previous fiscal year (the "Year End Statement"). Any underpayment of the annual O&M Expenses shall be paid by GBP to NEW Water within thirty (30) days of NEW Water's delivery of the Year End Statement to GBP, and any excess payment of the annual O&M Expenses shall be credited by NEW Water against the amounts billed to GBP during the following calendar month. (For the avoidance of doubt, Endangerment Surcharges paid by GBP pursuant to Section A, Paragraph 7.e. below shall not be included in, or reflected as a credit to O&M Expenses or any other amounts paid by GBP on, the Year End Statement.) All payments shall be collected by City on behalf of NEW Water, shall be the property of NEW Water and shall be paid to NEW Water by City promptly upon receipt of payment from GBP. Payments of O&M Expenses and any other payments for any partial month at the beginning or end of this Agreement shall be prorated based upon the actual number of days of such month included in the term of this Agreement. Any disputes in connection with the payments due hereunder shall be resolved in accordance with the provisions of the NEW Water Sewer Use Ordinance, as then in effect.

4. Future Capital Projects. As set forth in Section 1 above, GBP agrees to pay its reasonable and equitable share of the Capital Expenses and Annual Costs related to any current (meaning on-going and yet to be fully paid for) and future capital improvement(s) to the Facilities undertaken by NEW Water, including, without limitation, any improvement(s) constructed pursuant to Section 5(a), below. GBP's share of such Capital Expenses and/or Annual Costs shall be determined as set forth in Section 2(b), above.

a. NEW Water agrees to provide GBP with written notice of any significant capital improvements to the Facilities that are reasonably likely to (i) result in capital expenses in excess of Five Million Dollars (\$5,000,000.00), or (ii) materially change NEW Water's capacity regarding the primary pollutants (biochemical oxygen demand ("BOD") and total suspended solids ("TSS")) (each, a "Major Project") at least twelve (12) months prior to the commencement of construction of any Major Project (the "Project Notice"). Such Project Notice will include the following information: (i) the extent by which the Facilities' capacity will be increased or decreased as a consequence of the proposed Major Project; (ii) any proposed change to GBP's Allocation Capacity as a result of this project; and (iii) the estimated schedule, estimated completion date and estimated capital expense of the Major Project.

b. NEW Water agrees to provide GBP with the opportunity to be reasonably involved in the planning process for and informed about the status of any Major Project. GBP agrees that it will use its best efforts, during the planning process for any Major Project, to timely communicate to NEW Water its best estimates of the level of flows and loadings of wastewater that it will need in the future.

c. Within ninety (90) days of its receipt of a Project Notice, GBP may deliver written notice to NEW Water of any change it desires in the GBP Allocated Capacity (and the amount of any requested increase or decrease). Any change in the GBP Allocated Capacity granted by NEW Water shall be effective upon completion of the Major Project. Until the Major Project is completed, (i) all existing Capital Expenses and Annual Costs shall be allocated to GBP on the basis of the GBP Allocated Capacity in effect prior to the Major Project, and (ii) any new Capital Expenses and Annual Costs (including, but not limited to, engineering, legal and other out of pocket expenses incurred by NEW Water regarding the Major Project) shall be allocated on the basis of the GBP Allocated Capacity as adjusted by NEW Water in connection with the Major Project. After the completion of the Major Project, all Capital Expenses and Annual Costs shall be allocated based on the GBP Allocated Capacity as modified under this Section 4(c).

d. If NEW Water commences any Major Project during the term of this Agreement, then the term of this Agreement shall be automatically extended out to a date which is the earlier of (i) thirty (30) years from the date of the completion of the Major Project or (ii) the date when any financing for such Major Project is paid in full pursuant to the terms of such financing; provided, however, that nothing contained in this Section 4(d) shall shorten the term of this Agreement as set forth in Section 15, below.

5. Permit Requirements; Metering and Sampling.

a. Permit Requirements. NEW Water agrees to use its best efforts, insofar as consistent with the Facilities' capacity, to treat the wastes of GBP and other users as required by any orders which may validly and properly be issued hereafter by any authorized governmental regulatory agency with jurisdiction over NEW Water. NEW Water acknowledges that it has the responsibility for complying with the orders, regulations and permits of the regulatory agencies having proper jurisdiction as to the discharge of effluent from the Facilities into the Fox River and GBP shall cooperate fully, as required by all applicable laws, rules, regulations, ordinances or orders of all governmental authorities and/or regulatory bodies that have jurisdiction over NEW Water and/or the Facilities (collectively, "Applicable Laws"), in enabling NEW Water to comply with such orders, regulations and permits. Nothing in this Agreement shall limit the right of NEW Water, at its sole discretion, to seek modification, revision or review of any such orders, regulations and permits.

b. Metering and Sampling. The GBP Mill will be subject to an Industrial Wastewater Discharge Permit under NEW Water's Sewer Use Ordinance, and will be constructed to include all systems and facilities necessary to capture, meter, sample and discharge process related wastewater to the Mill Interceptor. NEW Water will, at GBP's sole cost and expense, conduct all monitoring and sampling required under this permit of

the waste water discharged from the GBP Mill to the Facilities. NEW Water may at any time exercise its rights, as set forth in Chapter 7 of the NEW Water Sewer Use Ordinance, which may be amended from time to time, including, but not limited to, rights of access, metering, and sampling, in connection with metering and sampling of discharges to the Mill Interceptor. The metering and sampling stations shall at all times remain accessible to all parties pursuant to the terms of this Agreement. In case of any material discrepancy between GBP's and NEW Water's analytical data regarding the sampling and testing of GBP's discharges, which discrepancy is unable to be resolved in good faith, the parties agree that the metering methodology provided in NEW Water's Sewer Use Ordinance then in effect shall govern.

6. Allocated Capacity.

a. Request for Additional Capacity: If at any time GBP determines that the GBP Allocated Capacity is inadequate, GBP shall have the right to either: (i) construct or modify its own treatment facility, or (ii) request that NEW Water allocate additional amounts of the Facilities' capacity to GBP (provided that GBP may not request allocation of additional capacity more frequently than once during any five (5) year period). If GBP elects to construct or modify its own treatment facility, it shall keep NEW Water fully informed of its plans, designs and construction schedule. If NEW Water is willing and able to grant any request for additional capacity, GBP and NEW Water will negotiate in good faith the terms and conditions by which the GBP Allocated Capacity will be increased.

b. Relinquishment of Allocated Capacity. NEW Water agrees to accept, upon six (6) months advance written notice, the relinquishment by GBP of the entire GBP Allocated Capacity. GBP may only relinquish capacity effective as of the first day of the NEW Water fiscal year that occurs immediately following the expiration of said six (6) month notice period (the "Termination Date"). Effective as of the Termination Date, GBP shall not be liable for (i) any O&M Expenses allocable to time periods following the Termination Date, or (ii) any Capital Expenses and Annual Costs for any capital improvements constructed subsequent to the Termination Date. Notwithstanding the foregoing, GBP shall continue to be liable for its portion of all Capital Expenses and Annual Costs incurred or accrued by NEW Water on or before the Termination Date (including, without limitation, for any capital improvements commenced and not fully paid for prior to the Termination Date as provided herein). For purposes hereof, a capital improvement shall be deemed to have "commenced" upon NEW Water's award of a construction contract for such capital improvement. Effective as of the Termination Date, GBP shall have no further right to discharge wastewater to the Facilities pursuant to this Agreement.

c. Exceedance of Allocated Capacity. GBP shall not discharge wastewater to the Facilities in amounts in excess of the GBP Allocated Capacity. If at any time GBP submits loadings in excess of the GBP Allocated Capacity, GBP shall pay to City, and City shall pay to NEW Water, in addition to O&M Expenses or any other fees or charges under this Agreement, a rental charge for capital use determined in accordance with the methodology set forth in **Exhibit C** attached hereto (the "Rental Charge"). The Rental

Charge shall be based on the highest seven (7) day TSS and BOD rolling averages in each month. The rental charge for capital use for flow shall be based on any or all of the following (depending on the type of additional flow capacity utilized): (i) the highest seven (7) day rolling average in each month; (ii) the peak daily flow in each month; and (iii) the daily average. If at any time GBP submits loadings in excess of GBP's maximum daily loading of Suspended Solids and/or BOD, GBP shall pay to the City and the City shall pay to NEW Water an Exceedance Surcharge. The Exceedance Surcharge shall be equal to the O&M charge calculated in accordance with paragraph A(1), above, for the exceeded parameter for each day of Exceedance; provided, however, that the Exceedance Surcharge shall be determined using the numerical seven (7) day rolling average for the day of Exceedance and not the actual daily load.

7. Right to Demand Reductions; Penalties.

a. Triggers of Reduction Demand. NEW Water shall have the right to demand that GBP reduce its loadings of Suspended Solids and/or BOD to the GBP Allocated Capacity (a "Reduction Demand") if at any time: (i) GBP submits a loading or loadings of Suspended Solids to the Facilities that exceeds the TSS Maximum Daily Loading (as indicated on Exhibit A); or (ii) GBP submits a loading or loadings of chemical oxygen demand ("COD") which exceeds the COD Maximum Daily Loading (determined as set forth below). NEW Water will use its best efforts to deliver any Reduction Demand to GBP in writing within ninety-six (96) hours (or as soon as practical thereafter) of the triggering event.

i. The COD Maximum Daily Loading will be determined by multiplying (x) the COD Factor (being the mean of the ratios of the COD in GBP's wastewater to the BOD in GBP's wastewater), by (y) the BOD Maximum Daily Loading (as indicated on Exhibit A). The COD Maximum Daily Loading will be determined by NEW Water in its commercially reasonable discretion on an annual basis. The COD Factor shall be 3.4 until either six months of actual data are available to make the determination or January 1, 2022, whichever is later, and thereafter as of the first day of each succeeding year and shall be based on the results of the daily sampling of GBP's wastewater for the preceding calendar year. In the event that there is a change in GBP's operations which causes a material variation in the GBP wastewater COD to BOD ratio, the parties agree to negotiate in good faith the mean by which a revised COD Factor shall be determined.

b. Reduction Demand; Reduced Loading Period. GBP shall, within twenty-four (24) hours from receipt of a Reduction Demand, reduce its loadings of Suspended Solids and/or BOD to a level which does not exceed the GBP Allocated Capacity (Max Day), in accordance with Exhibit A. Following receipt of a Reduction Demand, GBP shall continue to maintain its daily loadings of Suspended Solids and/or BOD at or below the GBP Allocated Capacity (Max Day) until NEW Water notifies GBP that the requirement to reduce loadings has expired (the "Reduced Loading Period"), which notice will be delivered to GBP in writing and as soon as practicable.

c. Capacity Endangerment. If GBP violates this Agreement by submitting either: (a) loading of Suspended Solids which exceeds the GBP Allocated Capacity for Suspended Solids (Max Day), or (b) a loading of BOD which exceeds the GBP Allocated Capacity for BOD (Max Day) on the same day that the loading of COD exceeds the GBP Allocated Capacity for COD (Max Day) (determined by multiplying the GBP Allocated Capacity for BOD (Max Day) times the COD Factor), during the Reduced Loading Period, then each daily violation shall constitute an “Capacity Endangerment”.

i. Notwithstanding the foregoing, if a requirement to reduce loadings is established by NEW Water as a consequence of an occurrence when the COD Maximum Daily Loading was exceeded, but the BOD Maximum Daily Loading for the same time period had not been exceeded, then the requirement to reduce loadings shall be declared null and void and shall not constitute a Capacity Endangerment or provide the basis for an Endangerment Surcharge (as defined below).

d. Endangerment Surcharge. NEW Water shall have the right to assess a surcharge on GBP in an amount equal to forty percent (40%) of a monthly invoice of O&M Expenses (as described in Section 3, above) for all parameters for the day of the Capacity Endangerment, *plus* the prior twenty-nine (29) days (the “Endangerment Surcharge”). Violations of this Section 7 will be based on twenty- four (24) hour samples taken during the Reduced Loading Period. NEW Water retains the right to take twenty-four (24) hour compliance samples throughout the Reduced Loading Period.

e. Revenues received by NEW Water for Endangerment Surcharges generated by GBP’s operation will be handled in the Year End Statement in such a manner that GBP will have no benefit or favorable adjustment directly or indirectly related to NEW Water’s receipt of those revenues.

B. AGREEMENTS REGARDING RECLAIMED WATER SYSTEM.

8. Design and Construction of Reclaimed Water System.

A. Design and Construction Obligations. NEW Water has prepared (or is in the process of preparing) plans and detailed specifications for the construction of a Reclaimed Water System dedicated to conveying treated effluent from the Facilities to the GBP Mill (the “Reclaimed Water System”), as more fully described in (i) the “Effluent Reuse Pump Station – Pump Procurement” bid documents issued by NEW Water on December 2, 2019, and (ii) the “Effluent Reuse Pump Station and Force Main” bid documents issued by NEW Water on January 6, 2020 (such plans and specifications, collectively, the “Contract Documents”). NEW Water will use its best efforts to construct the Reclaimed Water System and related facilities that will comply with, and provide conveyance of treated effluent in compliance with, Applicable Laws and the standards contained in all orders or permits issued by any regulatory agency with jurisdiction over NEW Water. Subject to the terms hereof, NEW Water will contract for the construction of the Reclaimed Water System in accordance with the Contract Documents. NEW Water

agrees to use commercially reasonable efforts to reach substantial completion of construction on the Reclaimed Water System in accordance with the Construction Schedule attached hereto as **Exhibit D**, subject to necessary time extension.

B. Project/Design Changes; Process. Subject to the terms hereof, the parties acknowledge that the scope of the improvements to be undertaken in connection with the construction of the Reclaimed Water System, and the Contract Documents related thereto, may be modified by NEW Water through change orders to the construction contractor at any time. However, in light of GBP's agreement to be responsible for certain potential costs under Section 8(C) below, NEW Water and GBP agree that they will work closely together regarding the procurement of the pump station and force main equipment and the construction of the Reclaimed Water System, as well as the oversight and management of the project through installation and commissioning into regular use (collectively, the "RWS Project"). GBP will (i) be provided with reasonably sufficient advance notice and permitted to participate in meetings regarding the RWS Project, including but not limited to budgetary meetings and those discussing RWS Project Costs (as defined below) or GBP Reimbursable Costs (as defined below), and (ii) be entitled to prompt notice after NEW Water becomes aware that any RWS Project Costs may materially deviate from the amounts set forth in the Contract Documents identified above or that NEW Water must utilize funds from identified contingency allocations. GBP's approval will be required prior to the incurrence of (or NEW Water becoming irrevocably bound to incur) any GBP Reimbursable Costs; provided, however, that: (x) GBP's approval to NEW Water's request to incur any GBP Reimbursable Costs will not be unreasonably withheld, conditioned or delayed; (y) GBP will be deemed to have approved any proposed RWS Project Costs if it expressly approves the incurrence of such costs, or it does not object to the incurrence of such costs within three (3) business days following receipt of notice of such costs from NEW Water; and (z) GBP's prior approval will not be required in an emergency or similar situation in which, due to safety, scheduling, regulatory requirements or other related reasons, it is not practical, feasible or possible for NEW Water to seek and obtain prior authorization for such expenditures (provided that NEW Water shall notify GBP of the incurrence of any RWS Project Costs as soon thereafter as is practicable).

C. Allocation of Costs. All costs and expenses actually incurred by NEW Water related to the design and construction of the Reclaimed Water System, together with the preparation of all related Contract Documents and the costs of construction inspection and contract administration ("RWS Project Costs") (as well as any costs incurred by NEW Water in enforcing the obligations of GBP under this Agreement), shall be the sole responsibility of GBP, in each case, to the extent RWS Project Costs are not reimbursed to NEW Water by Brown County pursuant to the Memorandum of Understanding dated February 19, 2020 or otherwise offset by Other Available Funds (as defined below) actually received by NEW Water (such net amount, the "GBP Reimbursable Costs"). NEW Water will invoice GBP for the GBP Reimbursable Costs on a regular basis throughout construction period, which invoice will include reasonably sufficient information to allow GBP to determine the accuracy of the amounts billed, including but not limited to an accounting of what amounts have been paid or otherwise reimbursed to NEW Water by Brown County or others with respect to the items covered by the applicable

invoice. Undisputed amount(s) shall be paid by GBP to NEW Water within thirty (30) days of NEW Water's notification to GBP of such amount(s) due. The parties shall work in good faith to resolve any disputes regarding invoiced amounts as promptly as possible. In addition to the costs referenced above, GBP shall be responsible for all expenses related to "Operation and Maintenance" activities, as defined in Paragraph 10 below, related to and/or arising out of the Reclaimed Water System, which expenses will be allocated to all users of the Reclaimed Water System at such levels and in such amounts as are proportionate to their pro-rata use of capacity in the entire Reclaimed Water System. Until such time as there are other users of the Reclaimed Water System, GBP shall be responsible for one hundred percent (100%) of such Operation and Maintenance activities. GBP shall also be responsible for any long-term capital expenses incurred with respect to and/or arising out of the Reclaimed Water System, as referenced in Paragraph 10 below, which expenses will be allocated to users of the Reclaimed Water System at such levels and in such amounts as are proportionate to their allocated capacity as compared to the total allocated capacity of all users of the Reclaimed Water System on a segment-by-segment basis.

D. Other Available Funds. NEW Water is currently working with "Focus on Energy," Wisconsin utilities' statewide energy efficiency and renewable resource program ("Focus on Energy"), to identify and pursue any VFD-related rebates that may arise from the RWS Project, which rebates would be offset against and used to reduce the RWS Project Costs. To the extent that NEW Water actually receives any such rebates or similar funds from Focus on Energy (collectively, "Other Available Funds"), NEW Water will use any such Other Available Funds first with respect to the RWS Project Costs. NEW Water will investigate in good faith and diligently pursue any other third-party sources of funds identified and validated by GBP and/or NEW Water, and to the extent that NEW Water actually receives funds or rebates that can be allocated against the RWS Projects Costs from other third-party sources, such funds or rebates will be included in the determination of "Other Available Funds."

9. Ownership; Access Rights; Grant of Easement. NEW Water shall own all right, title and interest in and to the Reclaimed Water System and shall have complete control over operation and maintenance of the same. GBP shall own all right, title and interest in and to any facilities, piping, and equipment located downstream of the Reclaimed Water System as depicted in the Contract Documents. GBP shall provide access and a safe working environment for NEW Water personnel performing their duties at the GBP Mill to the extent required for NEW Water to fulfill its obligations under this Agreement, its operational permit(s) and/or all Applicable Laws. GBP hereby grants to NEW Water, its successors and assigns, a perpetual non-exclusive right and easement, to: (i) install, operate, maintain, and make capital improvements to the Reclaimed Water System and any other NEW Water equipment, metering stations, improvements and/or related facilities located upon, within and/or beneath certain portions of GBP's property at its GBP Mill location in Green Bay, Wisconsin, as cross-hatched and shown on the site plan attached as Exhibit E (the "Easement Area"), and (ii) access the Easement Area in order to perform metering and sampling activities or any other activities required of NEW Water under this Agreement. NEW Water shall have the right to enter upon GBP's land outside of the Easement Area for the limited purpose of gaining access to the Easement Area in the event direct access to the Easement Area is

not possible. NEW Water will notify GBP before going upon GBP's land, except in the event of an emergency, as determined by NEW Water. NEW Water or its agents will promptly restore all disturbed areas of the surface of the ground to the condition existing prior to such entry by NEW Water or its agent, at NEW Water's sole cost and expense. GBP agrees to promptly execute and deliver to NEW Water, upon the request of NEW Water, an Easement Agreement for purposes of recording NEW Water's easement.

10. Maintenance; Operations and Maintenance Costs. NEW Water shall have complete control over operation and maintenance of the Reclaimed Water System, and the parties acknowledge that periodic maintenance on the Reclaimed Water System and other systems within the Facilities will be required. The term "Operation and Maintenance" as used herein shall include all of the following: the functions of NEW Water operation, maintenance and field services personnel; metering, sampling and lab analysis of effluent (together with any costs related to equipment or facilities used in connection therewith); maintaining control of odors and hydrogen sulfide concentrations; chemicals, supplies, and utilities (including gas and electric); repair, maintenance and replacement of all elements of the Reclaimed Water System and its appurtenances whenever incurred (including without limitation, any improvements, repairs and/or replacements that may be classified as long-term capital expenses); and other operations and maintenance functions directly related to the Reclaimed Water System and their appurtenances, as reasonably determined by NEW Water. The parties shall use commercially reasonable efforts to coordinate periodic scheduled maintenance operations and shall cooperate in outages, realignments or shifting operations of certain systems to allow such periodic maintenance. The parties agree to communicate as far in advance of such periodic scheduled maintenance operations for purposes of scheduling such outages, realignments or shifting operations. Notwithstanding the foregoing, the parties agree to use commercially reasonable efforts to cooperate regarding emergency repairs or maintenance to the Reclaimed Water System and other systems within or related to the Facilities.

11. Notice Regarding Additional Users and System Expansion. NEW Water will notify GBP in writing of any requests or plans to expand the Reclaimed Water System to accommodate additional users. NEW Water agrees to provide GBP with the opportunity to be reasonably involved in the process to plan, design, and implement modifications and/or improvements to the Reclaimed Water System to accommodate such additional users without sacrificing the performance of the Reclaimed Water System as it relates to GBP.

12. Availability; Monitoring; Warranty Disclaimer.

A. Availability. Notwithstanding anything herein to the contrary, NEW Water does not represent, warrant or guarantee 100% availability or operation of the Reclaimed Water System. GBP may choose to provide an alternative water supply to their facility. NEW Water will use best efforts to maintain the Reclaimed Water System to provide availability of at least 1,100 gallons per minute at 198 feet total dynamic head (one pump) at least 95% of the time. NEW Water will promptly notify GBP in advance of (if possible), and in no event later than 24 hours following, it becoming aware that the Reclaimed Water System will have capacity available to GBP of less than 2,100 gallons per minute at 198 feet of total dynamic head (two pumps), and will use best efforts to restore the Reclaimed

Water System to full capacity. The notice from NEW Water above will, to the best of NEW Water's ability based upon the information available to it at the time of such notice, communicate the reason for the capacity deficiency and the corrective action plan for restoration of full capacity of the Reclaimed Water System.

B. Permanent Cessation of Reclaimed Water Services. In the event NEW Water determines (in GBP's reasonable discretion) that it is unable to continue operation of the Reclaimed Water System and elects to stop provision of reclaimed water to GBP as set forth herein, NEW Water shall provide GBP with not less than twelve (12) months' notice of its intent to suspend such operations. If NEW Water terminates operation of the Reclaimed Water System prior to the twentieth (20th) anniversary of the date the Reclaimed Water System is put into service, NEW Water will pay to GBP an amount equal to the prorated portion of the GBP Reimbursable Costs (amortized over 20 years) that is allocable to the remaining portion of the initial twenty (20) year service period, which payment will be made within thirty (30) days following the date such services are terminated.

C. Monitoring of Reclaimed Water. NEW Water will regularly monitor the treated effluent discharged from the Facilities back to the GBP Mill (the "Reclaimed Water") in a manner and at a frequency as is required for NEW Water to maintain compliance with the reporting requirements under its WPDES discharge permit (and any other Applicable Laws and/or legal requirements for discharge of the effluent to the Fox River). In addition, NEW Water will monitor those technical and quality characteristics of Reclaimed Water as are further detailed in Exhibit F attached hereto. NEW Water will provide GBP with a monitoring report on a monthly basis, which report will (i) document the technical and quality characteristics of the Reclaimed Water at agreed upon intervals and (ii) be in such form and provide such substance as is mutually agreed upon by the parties from time to time. NEW Water will make a good faith effort to promptly notify GBP of any water quality issues, declined pressure delivery, process upsets (or related occurrences) that NEW Water believes may materially and adversely impact the quality of Reclaimed Water. GBP shall make a good faith effort to promptly notify NEW Water of any disruptions (or related occurrences) in the use of Reclaimed Water.

D. Disclaimer of Warranties. GBP agrees to accept all Reclaimed Water in its "as is" condition. NEW WATER HAS NOT MADE ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER REGARDING THE QUALITY AND/OR QUANTITY OF THE RECLAIMED WATER, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR REGARDING THE SUITABILITY OF THE RECLAIMED WATER FOR USE IN THE GBP MILL OR GBP'S PARTICULAR BUSINESS OPERATIONS, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND GBP ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY NEW WATER REGARDING SAME.

C. ADDITIONAL GENERAL TERMS.

13. Additional Covenants of GBP. GBP covenants and agrees that:

A. GBP shall comply at all times with the industrial discharge permit issued by NEW Water;

B. GBP shall comply at all times with the terms of NEW Water's Sewer Use Ordinance and the City's Sewer Use Ordinance;

C. The parties agree to negotiate in good faith and agree upon any future increases in the volume, concentration or other parameters or properties of the wastewater discharged by GBP, but such increases shall remain subject to NEW Water's approval; and

D. This Agreement shall not apply to any other GBP facilities.

14. Representations and Warranties of GBP. GBP represents and warrants that:

A. GBP is a corporation formed under the laws of the state of Wisconsin. The execution and delivery by GBP of this Agreement and all other instruments and documents pertaining to the Reclaimed Water System to which GBP is a party, and GBP's performance of its obligations thereunder are within the powers of GBP, and have been duly authorized, executed and delivered by GBP.

B. The execution and delivery by GBP of the aforesaid documents and GBP's performance of all acts therein provided will not result in the breach of, or constitute a default under, or require any consent under, any indenture, bank loan or credit agreement, mortgage or other agreement or instrument to which GBP is a party.

C. There is no action, suit or proceeding pending, or to the best of GBP's knowledge, threatened, against or affecting it or any other person or legal entity, in which an adverse decision might materially and adversely affect GBP's ability to observe and perform its obligations under this Agreement or any related documents. GBP shall promptly notify NEW Water in writing of all litigation and of any complaints or charges of any person (including any other governmental authority) adversely affecting GBP which may delay or require changes in the construction of the Reclaimed Water System.

15. Term. The term of this Agreement (the "Term") shall commence as of the date hereof and continue for a period of twenty (20) years, subject to further extension(s) as set forth in Section 4(d) above.

16. Default. If GBP (i) fails to pay any payment due hereunder, or (ii) breaches any other representation, warranty or covenant contained herein, and such failure remains uncured for thirty (30) days after receipt by GBP of written notice thereof, then NEW Water shall have the right, without further notice, to any and all actions that are permitted under Applicable Law,

including, but not limited to, terminating the conveyance and treatment of GBP's wastewater by NEW Water and/or operation of the Reclaimed Water System as permitted under NEW Water's Sewer Use Ordinance or any successor thereto. Upon GBP's failure to timely pay any amount due hereunder, NEW Water may, in addition to the exercise of any other remedies hereunder, immediately and without further notice to GBP, draw upon any letter(s) of credit or other security instruments provided by GBP pursuant to this Agreement. Nothing herein contained shall preclude GBP from seeking refund or reimbursement from NEW Water of any alleged excess payment, but GBP must either pay the disputed amount or post a bond in the disputed amount with sureties reasonably acceptable to NEW Water. In addition to, and not in lieu of, (i) any remedies contained in this Agreement, and (ii) remedies available to NEW Water under its Sewer Use Ordinance-for any past or current violation(s) thereof, NEW Water may exercise any remedy available to it at law or equity.

17. Waiver. NEW Water shall have no obligation to take any action whatsoever on any request for waiver of any other term or condition of this Agreement or the breach thereof, and the silence of NEW Water shall be construed as a refusal of every such request. NEW Water shall have complete discretion to grant conditionally, grant or deny each waiver request. No waiver or series of waivers granted by NEW Water pursuant to this paragraph shall be deemed a waiver of future compliance with any other provision of this Agreement nor shall such a waiver or series of waivers be deemed to establish any precedent whatsoever or to create any future right to GBP, it being mutually agreed that the right of NEW Water to arbitrarily refuse to grant a waiver at any time is an essential term of this Agreement. If NEW Water determines to act upon GBP's request for a waiver it may notify GBP orally or in writing, but if it notifies GBP orally, NEW Water shall confirm such action in writing not later than the next regular business day.

18. Indemnification.

A. By NEW Water. NEW Water agrees to indemnify and hold harmless the City and GBP from any and all judgments, orders, decrees, awards, costs, expenses, including reasonable attorney's fees, and claims on account of damage to property and/or personal injury, including death, which may be sustained by any person not a party to this Agreement (including, but not limited to, any officer, employee, director or agent of any party hereof) arising out of or in any way connected with: (i) the construction, installation, repair, improvement, and Operation and Maintenance of the facilities owned by NEW Water and required to collect and treat the wastewater involved in this Agreement, (ii) NEW Water's violation of any representation, warranty or obligation contained in this Agreement, or (iii) NEW Water's negligence or willful misconduct; provided, however, that NEW Water's indemnity obligation shall not apply to an indemnified party to the extent any claim for damage to property or personal injury, including death, is caused by that indemnified party, that indemnified party's negligence or willful misconduct, or with respect to GBP, by GBP's discharge of wastewater in violation of this Agreement, the NEW Water Sewer Use Ordinance or other Applicable Law.

B. By GBP. GBP agrees to indemnify and hold harmless the City and NEW Water from any and all judgments, orders, decrees, awards, costs, expenses, including reasonable attorney's fees, and claims on account of damage to property and/or personal

injury, including death, which may be sustained by any person not a party to this Agreement (including, but not limited to, any officer, employee, director or agent of any party hereof) arising out of or in any way connected with: (i) GBP's violation of any representation, warranty or obligation contained in this Agreement, (ii) GBP's violation of any Applicable Law, or (ii) GBP's negligence or willful misconduct; provided, however, that GBP's indemnity obligation shall not apply to an indemnified party to the extent any claim for damage to property or personal injury, including death, is caused by that indemnified party, that indemnified party's negligence or willful misconduct, or with respect to NEW Water, by NEW Water's violation of this Agreement or Applicable Law.

19. Insurance. At all times during the Term of this Agreement, both NEW Water and GBP shall purchase, at their own expense, and maintain with insurance companies in good standing in the state of Wisconsin and reasonably acceptable to the other party, the insurance coverages and amounts set forth on, and in accordance with the terms and conditions of, **Exhibit G** attached hereto.

20. Force Majeure. If either NEW Water or GBP is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Agreement, other than the obligations to make payments, and if such party gives notice and reasonably full particulars of such force majeure in writing to the other party within a reasonable time after such force majeure occurs, then the obligations of the party giving the notice, so far as and to the extent that the obligations are affected by such force majeure, shall be suspended commencing as of the time the force majeure occurs and thereafter during the continuance of any inability so caused, but for no longer period; provided, however, that resort to force majeure by a party shall not otherwise affect or excuse such party's failure to comply with any applicable law, rule, regulation, ordinance or order for any reason. The party giving notice shall, if requested by the party receiving the notice, deliver to the party receiving the notice a sworn statement of the facts relied on as constituting force majeure. For purposes hereof, the term "force majeure" shall mean a cause or causes which are not reasonably within the control of the party claiming force majeure, including, but not limited to, forces of nature, perils of the sea, shipwrecks, acts of God, wars, blockades, insurrections, riots, landslides, lightning, earthquakes, fires, storms, floods, civil or military disturbances or interferences, and explosions. Notwithstanding anything to the contrary herein, "force majeure" shall not include inability to procure goods or services from preferred vendors or similar commercial difficulties.

21. Authority of NEW Water's Executive Director. The parties acknowledge and agree that NEW Water's Executive Director, or in his/her absence, his/her designee, shall have the authority to take any action which is required by or available to NEW Water under this Agreement. However, nothing contained herein shall restrict GBP's right to communicate with NEW Water's Commission.

22. Notices. Notices or communications relating to this business agreement shall be given in writing to NEW Water, GBP and City of Green Bay, respectively, as follows:

TO NEW WATER:

Attn: Executive Director
2231 North Quincy Street
(Administration Building)
P.O. Box 19015
Green Bay, Wisconsin 54307-9015

TO GBP:

Attn: General Counsel
1700 N. Webster Ave.
Green Bay, Wisconsin 54302-1128

TO CITY OF GREEN BAY:

City of Green Bay
Attn: Clerk
100 N. Jefferson St., Room 106
Green Bay, WI 54301

Notices shall be deemed given only upon receipt thereof.

23. Assignment. Except upon the prior written consent of NEW Water, which shall not be unreasonably withheld, conditioned or delayed and in full compliance with all Applicable Laws, GBP may not sell, assign, lease or sublease or otherwise transfer (i) any of its allocated Flow Capacity in the Mill Waste Force Main, or (ii) any part or all of its rights under this Agreement to any third party. Notwithstanding the foregoing, GBP may assign this Agreement and all of its rights hereunder, without the prior written consent of NEW Water, to a successor in interest pursuant to the sale of all or substantially all of GBP's assets. No such transfer or assignment shall relieve or terminate the liability or responsibility of GBP hereunder unless specifically so stated by NEW Water in writing.

24. No Third Party Beneficiaries. No person, corporation, association or any group or combination thereof outside of the parties hereto shall have any rights or interests under this contract, it being the express intent of the parties to exclude all third party beneficiaries and all third party claims, demands, actions, causes of action and suits hereunder.

25. Governing Law. This Agreement shall be subject to and interpreted in accordance with the laws of the State of Wisconsin.

26. Amendments. This Agreement and any provision hereof may be changed, waived, discharged or terminated only in writing signed by all parties.

27. No Joint Venture. No party shall be deemed, by virtue of this Agreement or the Reclaimed Water System, to be a partner or joint venturer of any other party, and each party shall indemnify and hold the other parties harmless from any and all damages resulting from such a construction or alleged construction of the relationship of the parties.

28. Binding Effect. This Agreement shall be binding upon each of the parties hereto, their successors and assigns.

29. Entire Agreement. This Agreement, including any exhibits, schedules or attachments hereto, sets forth the entire understanding and agreement between the parties and supersedes all proposals or communications, oral or written, between the parties relating to the subject matter of this Agreement.

30. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument. An electronic or .pdf signed copy of this Agreement delivered by email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers and their respective corporate or official seals to be attached as of the date first written above.

“NEW WATER”:

GREEN BAY METROPOLITAN SEWERAGE
DISTRICT

By: Kathryn Hasselblad
Name: Kathryn Hasselblad
Title: Commission President

“CITY”:

CITY OF GREEN BAY

By: _____
Name: _____
Title: _____

“GBP”:

GREEN BAY PACKAGING INC.

By: _____
Name: _____
Title: _____

Attached Exhibits:

Exhibit A – GBP Allocated Capacity
Exhibit B – Summary of Credits
Exhibit C – Rental Charge for Exceedance of Allocated Capacity
Exhibit D – Construction Schedule
Exhibit E – Easement Area
Exhibit F – Monitoring Requirements for Reclaimed Water
Exhibit G – Required Insurance Coverage

EXHIBIT A

GBP Allocated Capacity

<u>Parameter</u>	<u>Allocation</u>
FLOW (Daily Average)	2.7 million gallons per day
FLOW (Seven Day Rolling Average Flow)	3.0 million gallons per day
FLOW (Peak Day Flow)	3.9 million gallons per day
BOD (Seven day Rolling Average)	13,000 pounds per day
BOD (Max Day)	17,000 pounds per day
TSS (Seven day Rolling Average)	3,000 pounds per day
TSS (Max Day)	3,800 pounds per day
Phosphorous (average day load)	200 pounds per day
Total Kjeldahl Nitrogen (average day load)	600 pounds per day

For purposes of this Exhibit:

- “Daily Average” means the numerical average of the daily loads received GBP over NEW Water’s fiscal year.
- “Peak Day Flow” means the total flow received during any twenty-four (24) hour period.
- “Seven Day Rolling Average” means the numerical average of GBP’s Flow, BOD or Suspended Solids loads, as the case may be, for the current day plus the immediately preceding six (6) days.
- “Max Day” means the total amount of GBP’s BOD or Suspended Solids loads, as the case may be, for a single day.

EXHIBIT B

Summary of Credits

Pursuant to Section A, paragraph 3, certain credits will be included in each monthly invoice generated by NEW Water for 20 years. The following summary is intended to capture these credits and their methodology for calculation.

Total Maximum Daily Load (“TMDL”) Waste Load Allocation (“WLA”) for Phosphorus

The per pound rate for each of the 629 pounds per year of the TMDL WLA divided by 12 months per year. The per pound rate is \$85.00 and is increased by 3% annually on the first of the year following the TMDL WLA transfer.

In the first month following the transfer and prior to any annual increase, the following monthly credit calculation would be made:

$$\underline{\$85.00 \times 629 / 12 = \$4,455}$$

TMDL WLA for Total Suspended Solids

The per pound rate for each of the 108,259 pounds per year of the TMDL WLA divided by 12 months per year. The per pound rate is \$3.00 and is increased by 3% annually on the first of the year following the TMDL WLA transfer. NEW Water will be reimbursed by the City for this credit.

In the first month following the transfer and prior to any annual increase, the following monthly credit calculation would be made:

$$\underline{\$3.00 \times 108,259 / 12 = \$27,065}$$

Reclaimed Water Phosphorus Loading

Monthly, the amount of Phosphorus that is sent to GBP through the Reclaimed Water System and thus avoids being discharged to the Fox River will be totalized. The per pound rate for each of the pounds delivered in the Reclaimed Water system will be credited. The per pound rate is \$85.00 and is increased by 3% annually on the first of the year following the initial use of the Reclaimed Water System.

For example, if during a given 30-day month the Reclaimed Water flow rate averaged 1.0 million gallons per day and the phosphorus concentration averaged 0.3 ppm, the following credit calculation would be made for that month:

$$\$85.00 \times 1.0 \text{ mgd} \times 0.3 \text{ ppm} \times 8.345 \text{ lbs/gallon} \times 30 \text{ days} = \$6,384$$

WDNR Environmental Impact Fees (NR101 Fees)

This credit will be included in the year-end reconciling invoice in lieu of the monthly invoices.

The ratio of the amount of Reclaimed Water provided and the amount of total effluent that would have been discharged from NEW Water's Green Bay Facility if not for the Reclaimed Water provided will be determined and credited to GBP within the year-end reconciling invoice. This ratio will be multiplied by the NR101 fees for the Green Bay Facility. For example, in the budget year the average Reclaimed Water flow rate averaged 1.0 million gallons per day and the amount of total effluent discharged from NEW Water's Green Bay Facility averaged 30 million gallons per day assuming the year's NR101 fees for the Green Bay Facility were \$100,000, the following calculation would be made for the year-end invoice:

$$\$100,000 \times 1.0 \text{ mgd} / 31.0 \text{ mgd} = \$3,225.$$

EXHIBIT C

Rental Charge for Exceedance of Allocated Capacity

CAPACITY RENTAL CHARGE AND MAX DAY EXCEEDENCE METHODOLOGY FOR UTILIZATION OF ADDITIONAL WASTEWATER TREATMENT PLANT CAPACITY BY GREEN BAY PACKAGING INC.

The purpose of this Exhibit is to set forth the methodology to annually determine rental rates max day exceedances for utilization of additional Flow, Biochemical Oxygen Demand (BOD) and Total Suspended Solids (TSS) wastewater treatment plant capacity being made available by NEW Water for use by GBP; and to set forth the manner in which such rental rates are to be applied to additional capacity utilization in order to compute excess capacity rental charges.

Rental Rate Methodology

NEW Water has determined that excess capacity rental charges to GBP for additional capacity utilization should reflect current annual net capital costs of that capacity which, in the absence of any rental agreement, would be part of the annual cost of service to NEW Water municipalities. The rental rates, expressed in terms of dollars per year per unit of capacity or dollars per month per unit of capacity, are to be determined at the beginning of each fiscal year by the formulas shown in **Attachments A** and **B**.

Rental rates are to be based on the investment allocations in accordance with the current Cost Allocation Methodology report. It is anticipated that the allocation of Capital Improvements will be periodically updated. Such updating may result in allocation percentage changes, which should then be incorporated into the formulas shown in **Attachments A** and **B**.

Application of Rental Rates

Additional average day flow treatment capacity being made available as set forth in the Tripartite Agreement (2020) will be rented on an *annual* basis as determined by the rental charge methodology. Additional peak week flow, peak day flow, peak week BOD loading, and peak week TSS loading treatment capacity being made available, as set forth in the Tripartite Agreement (2020), will be rented on a *monthly* basis as determined by the rental charge methodology. Rental charges are calculated by multiplying rental rates times the excess capacity actually used.

Attachment A to Exhibit C
ANNUAL RENTAL RATES

Average Day Flow Rental Rates

Average day flow (adFlow) rental rates are applicable to annual average daily flows from GBP in excess of GBP's allocated annual average day flow capacity of 2.7 million galls per day (mgd). Rental rates are calculated as follows:

$$\text{adFlow} = (\text{NCC} \times 5.47\%) \div 45.1 \text{ mgd}$$

Where:

adFlow = Average day flow rental rate: dollars/mgd

NCC = Total annual net capital cost (excluding non-project debt service) for the applicable fiscal year.

5.47% = Percentage of Capital Improvements allocated to the common to all average day flow cost component in accordance with the current Cost Allocation Methodology Report

45.1 mgd = Total design flow and loads in accordance with the current Cost Allocation Methodology Report.

Example Annual Rental Charge Calculations

Assume the NCC for a particular fiscal year is \$13,000,000. Annual rental rates for flow would be as follows:

$$\begin{aligned}\text{adFlow} &= (\$13,000,000 \times 5.47\%) \div 45.1 \text{ mgd} \\ &= \$15,781.39 \text{ per mgd}\end{aligned}$$

If GBP's average day flow for the fiscal year is 2.8 mgd, annual rental charges for GBP would be as follows:

$$\begin{aligned}\text{Rental Charge} &= (\text{Actual Capacity} - \text{Contract Capacity}) \times \text{Rental Rate} \\ &= (2.8 \text{ mgd} - 2.7 \text{ mgd}) \times \$15,781.39 \text{ per mgd} \\ &= \$1,578.14\end{aligned}$$

Attachment B to Exhibit C

MONTHLY RENTAL CHARGES

Peak Week Flow Rental Rates

Peak week flow (pwFlow) rental rates are applicable to monthly peak week flows from GBP in excess of GBP's allocated monthly peak week flow capacity of 3.0 mgd. Rental rates are calculated as follows:

$$\text{pwFlow} = (\text{NCC} \times 3.98\%) \div (94.80 \text{ mgd} \times 12 \text{ months})$$

Where:

pwFlow = Peak week flow rental rate: dollars/million gallons.

NCC = Total annual net capital cost (excluding non-project debt service) for the applicable fiscal year.

3.98% = Percentage of Capital Improvements allocated to the common to all peak week flow cost component in accordance with the current Cost Allocation Methodology Report.

94.8 mgd = Total design flow and loads in accordance with the current Cost Allocation Methodology Report.

Peak Day Flow Rental Rates

Peak day flow (pdFlow) rental rates are applicable to monthly peak day flows from GBP in excess of GBP's allocated monthly peak day flow capacity of 3.9 mgd. Rental rates are calculated as follows:

$$\text{pdFlow} = (\text{NCC} \times 20.82\%) \div (145.3 \text{ mgd} \times 12 \text{ months})$$

Where:

pdFlow = Peak day flow rental rate: dollars/million gallons.

NCC = Total annual net capital cost (excluding non-project debt service) for the applicable fiscal year.

20.82% = Percentage of Capital Improvements allocated to the common to all peak day flow cost component in accordance with the current Cost Allocation Methodology Report.

145.3 mgd = Total design flow and loads in accordance with the current Cost Allocation Methodology Report.

Peak Week BOD Load Rental Rates

Peak week BOD (pwBOD) load rental rates are applicable to peak week BOD loads from GBP in excess of GBP's allocated peak week (seven-day rolling average) BOD load capacity of 13,000 pounds per day (ppd). Rental rates are calculated as follows:

$$\text{pwBOD} = (\text{NCC} \times 29.80\%) \div (195,370 \text{ ppd} \times 12 \text{ months})$$

Where:

pwBOD = BOD rental rate: dollars/pound

NCC = Total annual net capital cost (excluding non-project debt service) for the applicable fiscal year.

29.80% = Percentage of Capital Improvements allocated to the common to all peak week load BOD cost component in accordance with the current Cost Allocation Methodology Report.

195,370 ppd = Total design flow and loads in accordance with the current Cost Allocation Methodology Report.

Peak Week TSS Load Rental Rates

Peak week TSS (pwTSS) load rental rates are applicable to peak week TSS loads from GBP in excess of GBP's allocated peak week TSS load capacity of 3,000 ppd. Rental rates are calculated as follows:

$$\text{pwTSS} = (\text{NCC} \times 20.70\%) \div (141,960 \text{ ppd} \times 12 \text{ months})$$

Where:

pwTSS = TSS rental rate: dollars/pound

NCC = Total annual net capital cost (excluding non-project debt service) for the applicable fiscal year.

20.70% = Percentage of Capital Improvements allocated to the common to all peak week load TSS cost component in accordance with the current Cost Allocation Methodology Report.

141,960 ppd = Total design flow and loads in accordance with the current Cost Allocation Methodology Report.

Example Monthly Rental Charge Calculations

Assume the NCC for a particular fiscal year is \$13,000,000. Monthly rental rates for flow, BOD, and TSS would be as follows:

$$\begin{aligned}\text{pwFlow} &= (\$13,000,000 \times 3.98\%) \div (94.80 \text{ mgd} \times 12 \text{ months}) \\ &= \$455.35 \text{ per mgd} \\ \text{pdFlow} &= (\$13,000,000 \times 20.82\%) \div (145.3 \text{ mgd} \times 12 \text{ months}) \\ &= \$1,552.08 \text{ per mgd} \\ \text{pwBOD} &= (\$13,000,000 \times 29.80\%) \div (145.3 \text{ ppd} \times 12 \text{ months}) \\ &= \$1.65 \text{ per ppd} \\ \text{pwTSS} &= (\$13,000,000 \times 20.70\%) \div (141,960 \text{ ppd} \times 12 \text{ months}) \\ &= \$1.58 \text{ per ppd}\end{aligned}$$

If GBP's peak seven-day rolling average flow, peak day flow, peak seven-day rolling average BOD load, and peak seven-day rolling average TSS load for a given month during the fiscal year are 3.4 mgd, 4.2 mgd, 13,500 ppd, and 4,000 ppd, respectively, GBP rental charges for that particular month would be as follows:

$$\begin{aligned}\text{Rental Charge} &= (\text{Actual Capacity} - \text{Contract Capacity}) \times \text{Rental Rate} \\ &= (3.4 \text{ mgd} - 3.0 \text{ mgd}) \times \$455.35 \text{ per mgd} = \$182.14 + \\ &= (4.2 \text{ mgd} - 3.9 \text{ mgd}) \times \$1,552.08 \text{ per mgd} = \$465.62 + \\ &= (13,500 \text{ ppd} - 13,000 \text{ ppd}) \times \$1.65 \text{ per ppd} = \$825.00 + \\ &= (4,000 \text{ ppd} - 3,000 \text{ ppd}) \times \$1.58 \text{ per ppd} = \$1,580.00 = \\ &= \$182.14 + \$465.52 + \$825.00 + \$1,580.00 = \$3,052.66\end{aligned}$$

Max Day Exceedance Methodology

A Max Day exceedance shall occur whenever GBP's allocated Max Day parameter loading of TSS and/or BOD are exceeded. GBP shall be assessed a Max Day exceedance surcharge for each Max Day parameter loading exceedance. The exceedance surcharge shall be included in the Year End Statement and calculated using the operation and maintenance (O&M) charge for the parameter multiplied by the seven-day rolling average for the parameter and not the actual daily load.

Example of Max Day Exceedance Surcharge

GBP's Max Day allocated BOD capacity is 17,000 pounds and they deliver a loading of 18,000 pounds. The fiscal year O&M charge for BOD is \$0.23376. The calculation for the Max Day exceedance charge is as follows:

	Daily BOD Load	Seven-Day Rolling Average
Day 1	6,500	
Day 2	6,800	
Day 3	6,400	
Day 4	6,750	
Day 5	6,600	
Day 6	6,900	
Day 7	6,930	6,697
Day 8	6,980	6,766
Day 9	18,000	8,366

$$8,366 \times \$0.23376 = \$1,955.64$$

EXHIBIT D

Construction Schedule

Project Milestone	Anticipated Date
Notice of Award	April 15, 2020
Notice to Proceed	June 1, 2020
Pump delivery	July 24, 2020
System start-up, testing, and acceptance	October 23, 2020
Substantial Completion	December 15, 2020

EXHIBIT E
Easement Area



EXHIBIT F

Monitoring Requirements for Reclaimed Water

Parameter	Sample Frequency	Sample Type
Flow Rate	Daily	Continuous
CBOD₅	Daily	24-hour flow proportional composite sample
BOD₅	Daily	24-hour flow proportional composite sample
Total Suspended Solids	Daily	24-hour flow proportional composite sample
pH	Daily	Continuous
Total Kjeldahl Nitrogen	Daily	24-hour flow proportional composite sample
Total Phosphorus	Daily	24-hour flow proportional composite sample
Cadmium, Total Recoverable	Monthly	24-hour flow proportional composite sample
Chromium, Total Recoverable	Monthly	24-hour flow proportional composite sample
Copper, Total Recoverable	Monthly	24-hour flow proportional composite sample
Lead, Total Recoverable	Monthly	24-hour flow proportional composite sample
Nickel, Total Recoverable	Monthly	24-hour flow proportional composite sample
Zinc, Total Recoverable	Monthly	24-hour flow proportional composite sample
Mercury, Total Recoverable	Monthly	24-hour flow proportional composite sample
Total Residual Chlorine	N/A	
Nitrogen, Ammonia (NH₃-N) Total	N/A	
Fecal Coliform	N/A	
E. Coli	N/A	
Acute WET	N/A	
Chronic WET	N/A	

N/A – Not applicable, will not be regularly tested and reported.

EXHIBIT G

Required Insurance Coverage

I. General Information

NEW Water and GBP shall maintain, at their own expense, throughout the Agreement and any extensions thereof, the insurance coverages and minimum required limits as described below. Failure of NEW Water or GBP to maintain any required insurance coverages shall be deemed to be a material breach of the terms of this Agreement.

In all cases where excess or umbrella policies are used in order to meet the minimum required levels of coverage, the coverage provisions of such excess or umbrella liability policies must exceed or follow form of the underlying policies.

II. Required Policies and Limits of GBP

A. Workers Compensation Insurance

Limits: Statutory policy covering employees in the state of Wisconsin.

Election of Coverage: Coverage must apply to all employees including, but not limited to sole proprietors, members, partners, officers, and directors.

B. Employers Liability Insurance

Limits: \$100,000 Bodily Injury by Accident – Each Employee
\$100,000 Bodily Injury by Disease – Each Employee
\$500,000 Bodily Injury by Disease – Policy Limit

C. Commercial General Liability Insurance

Limits: \$1,000,000 Per Occurrence
\$2,000,000 General Aggregate – Must apply on a per location basis
\$2,000,000 Products/Completed Operations Aggregate

Coverage: Property Damage, Bodily Injury, Products Liability, Completed Operations, and Contractual Liability. Insurance shall be considered primary, non-contributory, and not excess coverage. Coverage must include Explosion, Collapse, and Underground Hazards.

Form: Occurrence Based – ISO or Equivalent

D. Business Auto Liability Insurance

Limits: \$1,000,000 Combined Single Limit

Coverage: Any Auto (All Owned, Non-Owned, and Hired Vehicles)

Form: Occurrence Based – ISO or Equivalent

E. Umbrella Liability

Underlying Coverage: General Liability, Commercial Auto, and Employers Liability

Limits: \$10,000,000 Each Claim
\$10,000,000 Aggregate

III. Required Policies and Limits of NEW Water

A. Workers Compensation Insurance

Limits: Statutory policy covering employees in the state of Wisconsin.

Election of Coverage: Coverage must apply to all employees including, but not limited to sole proprietors, members, partners, officers, and directors.

B. Employers Liability Insurance

Limits: \$100,000 Bodily Injury by Accident – Each Employee
\$100,000 Bodily Injury by Disease – Each Employee
\$500,000 Bodily Injury by Disease – Policy Limit

C. Commercial General Liability Insurance

Limits: \$1,000,000 Per Occurrence
\$2,000,000 General Aggregate – Must apply on a per location basis
\$2,000,000 Products/Completed Operations Aggregate

Coverage: Property Damage, Bodily Injury, Products Liability, Completed Operations, and Contractual Liability. Insurance shall be considered primary, non-contributory, and not excess coverage. Coverage must include Explosion, Collapse, and Underground Hazards.

Form: Occurrence Based – ISO or Equivalent

D. Business Auto Liability Insurance

Limits: \$1,000,000 Combined Single Limit

Coverage: Any Auto (All Owned, Non-Owned, and Hired Vehicles)

Form: Occurrence Based – ISO or Equivalent

E. Umbrella Liability

Underlying Coverage: General Liability, Commercial Auto, and Employers Liability

Limits: \$10,000,000 Each Claim
\$10,000,000 Aggregate

F. Environmental Liability Insurance

Limits: \$3,000,000 Per Occurrence
\$3,000,000 Policy Aggregate

Coverage: Site Pollution Liability, to include Bodily Injury and Property Damage, Cleanup Costs (first-party Discovery and third-party Claims), Transportation, Non-Owned Location, and Business Interruption Costs. Coverage shall also extend to Pollution Liability from off-site activities, including coverage for third-party Claims for Bodily Injury, Property Damage, or Cleanup Costs that New Water becomes legally obligated to pay, resulting from (a) activities of your business, and (b) emanating from a location other than your property(ies).

Coverage shall apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release, seepage or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to, smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, hazardous substances, petroleum hydrocarbons, low level radioactive materials, medical waste, and waste materials into or upon land, or any structure on land, the atmosphere or any watercourse or body of water, including groundwater.

Form: Claims Made; Retroactive date must be prior to inception of this agreement.

IV. Requirements of GBP and NEW Water

A. Insurance Companies and Underwriters

All policies must be written with carriers who are licensed to write business in the State of Wisconsin with the exception of Environmental Liability Insurance, which may be placed with a non-admitted insurer. Insurers, whether admitted or non-admitted, must maintain an AM Best Rating of A- or better, with a financial size category of X or better.

B. Alternate Employer Endorsement

All required workers compensation and employers liability policies must include the alternate employer endorsement listing the other two parties of the agreement as the alternate employer.

C. Notice of Cancellation/Material Change

All policies required above shall include an endorsement which provides 30 days written notice of cancellation for any other reason other than non-payment of premium in which 10 days written notice will be provided from the insurance carrier to the other two parties of the agreement... Notice of cancellation should be sent in accordance with the notice provisions of the Agreement.

Each party is responsible for providing 30 days written notice to the other parties prior to any material change which would make the party non-compliant with Exhibit G.

D. Certificates of Insurance

Prior to the inception of the Agreement, and then upon any change or renewal of any insurance coverage throughout the Agreement term, each party shall provide the other two parties with a certificate of insurance. The certificate of insurance must be executed by a duly authorized representative of each insurer and it must show coverage in compliance with the insurance requirements.

Copies of required additional insured and waiver of subrogation endorsements where required must be included with the certificate of insurance.

Failure of any party to demand a certificate of insurance showing evidence of full compliance is not a waiver of the required coverages.



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

MEETING DATE

September 9, 2020

PREPARED BY

AGENDA ITEM # E.18

Consideration with possible action on the review and award of the following contracts:

A. MONROE AVENUE RETAINING WALL

B. RFB #3251 GREEN BAY METRO EXTERIOR SIGN REPLACEMENT

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

September 9, 2020

PREPARED BY

AGENDA ITEM # E.19

Report the award of the following contracts:

- A. SEWERS 7-20 MINI SEWERS
- B. SEWERS 8-20 FINGER ROAD SANITARY SEWER

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- 1. Bid Summary - Public SEWERS 7-20 MINI SEWERS
- 2. Bid Summary - Public SEWERS 8-20 FINGER ROAD SANITARY SEWER

CITY OF GREEN BAY, WISCONSIN
SUMMARY OF BIDS FOR CONTRACT

SEWERS 7-20 MINI SEWERS

Tuesday, August 18, 2020

Contractor	Bid	Bid Bond
KIP GULSETH CONSTRUCTION CO., INC.	\$157,620.00	5%
DORNER, INC.	\$187,540.00	5%
ADVANCE CONSTRUCTION, INC.	\$199,894.80	5%
HIGHWAY LANDSCAPERS, INC.	\$224,410.00	5%
DEGROOT, INC.	\$231,290.29	5%
JOSSART BROTHERS, INC.	\$249,244.00	5%
VINTON CONSTRUCTION CO.	\$265,146.90	5%
DAVID TENOR CORP.	\$280,566.80	5%
Any questions, call 920-448-3100		

CITY OF GREEN BAY, WISCONSIN
SUMMARY OF BIDS FOR CONTRACT

SEWERS 8-20 FINGER ROAD SANITARY SEWER

Tuesday, August 18, 2020

Contractor	Bid	Bid Bond
ADVANCE CONSTRUCTION, INC.	\$387,403.49	5%
DORNER, INC.	\$430,013.25	5%
PTS CONTRACTORS, INC.	\$449,260.50	5%
DEGROOT, INC.	\$464,583.86	5%
JOSSART BROTHERS, INC.	\$477,352.80	5%
KIP GULSETH CONSTRUCTION CO., INC.	\$527,165.50	5%
KRUCZEK CONSTRUCTION, INC.	\$547,547.47	5%
SOPER GRADING & EXCAVATING LLC	\$586,542.75	5%
Any questions, call 920-448-3100		



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

MEETING DATE

September 9, 2020

PREPARED BY

AGENDA ITEM # E.20

Report of actions taken by Department of Public Works

A. Granting of Licenses

I. Sidewalk Builder

- a. Al Dix Concrete LLC
- b. Concrete Solutions, Inc.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

September 9, 2020

PREPARED BY

AGENDA ITEM # F.I

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

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

September 9, 2020

PREPARED BY

AGENDA ITEM # F.2

The next Improvement and Services Committee meeting is scheduled for September 23, 2020.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None