



AGENDA OF THE IMPROVEMENT AND SERVICES COMMITTEE

WEDNESDAY, APRIL 14, 2021, 6:00 PM

AMENDED

Immediately following Park Committee which begins at 5 P.M.

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 resident at 1604 Hillcrest Drive to extend the payback period and waive the interest for the water assessments associated with the Hillcrest Drive Reconstruction project.
2. Consideration with possible action on proposed revisions to Section 8.11, Green Bay Municipal Code, Noxious Weeds and Maintenance of Vegetation.
3. Consideration with possible action on request by Green Bay Water Utility to have the City of Green Bay waive the \$30 plumbing fee for the galvanized water service replacement program.

4. Consideration with possible action on request by Department of Public Works to award the Clerk's Office Conference Room construction contract at a staff level and report the award at the next regular meeting of the Improvement and Services Committee.
5. Consideration with possible action on request by Department of Public Works to accept the grant from the Environmental Protection Agency (EPA), and enter into a contract with Wisconsin Department of Natural Resources (WDNR) to complete the scope of work and the project at the Tank Farm Marsh.
6. Consideration with possible action on the report of the Purchasing Manager for approval of award to US Petroleum Equipment for the replacement of the Fuelmaster system at the Department of Public Works shops for the sum of \$28,215. The Fuelmaster System was competitively bid on Sourcewell Contract #092920-SYS.
7. Consideration with possible action on the review and award of the following contracts:
 - A. BRIDGE I-2I (ATKINSON DRIVE OVER CN/WC RAILROAD B-5-225) EXPANSION JOINT REPLACEMENT
 - B. RAMPS I-2I MAIN STREET PARKING RAMP FAÇADE REMOVAL
 - C. SOUTH BAY SHORE DIKE REINFORCEMENT - SEGMENTS 20-22
8. Report the award of the following contracts:
 - A. PAVEMENT 2-2I JACKSON STREET RECONSTRUCTION
 - B. PAVEMENT 3-2I S. JACKSON STREET RECONSTRUCTION
9. Consideration with possible action on acquisition of right-of-way for Tax Parcel No. 5-1363, for improvements to Gray Street from Dousman Street to Mather Street.

10. Report of actions taken by Department of Public Works

A. Granting of Licenses

1. Sidewalk Builder

- a. E&I Concrete Construction
- b. Evraets Concrete Construction LLC
- c. Fischer Ulman Construction Inc.
- d. Kurowski Construction LLC
- e. N&L Concrete Construction LLP
- f. RG Hendricks & Sons Construction Inc.

2. Tree & Brush Trimmer

- a. A to Z Tree Service

3. Underground Sprinkler System

- a. ADC Maintenance LLC

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 April 28, 2021.

G. Adjournment.

- 1) THIS MEETING IS RECORDED: THE VIDEO OF THIS MEETING AND MINUTES ARE AVAILABLE ONLINE AT www.greenbaywi.gov
- 2) ACCESSIBILITY: Any person wishing to attend who requires special accommodation because of a disability, should contact the City Safety Manager at 920-448-3125 at least 48 hours before the scheduled meeting time so that arrangements can be made.
- 3) QUORUM: Please take notice that a majority or quorum of the Common Council will attend this Improvement and Services Committee meeting and will constitute a meeting of the Common Council for purposes of discussion and information gathering relative to this agenda.
- 4) REPRESENTATION: The party requesting the communication, or their representative, should be present at this meeting.

Virtual Meeting Instructions



Improvement & Services Committee

Zoom Meeting Information

Join Zoom Meeting

<https://us02web.zoom.us/j/82206544400?pwd=NDd1bmszNUhBWW9XRUVU5ck1zMjZ2QT09>

Meeting ID: 822 0654 4400

Passcode: 635662

One tap mobile

+13126266799,,82206544400#,,,,*635662# US (Chicago)

+19292056099,,82206544400#,,,,*635662# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington D.C)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 822 0654 4400

Passcode: 635662

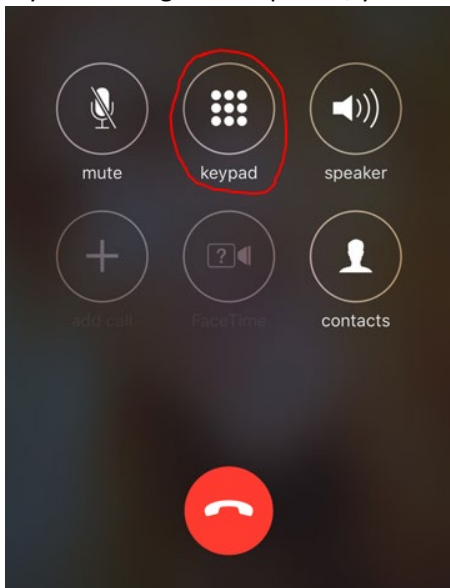
Find your local number: <https://us02web.zoom.us/j/kc7RtLdfPZ>

Additional Information

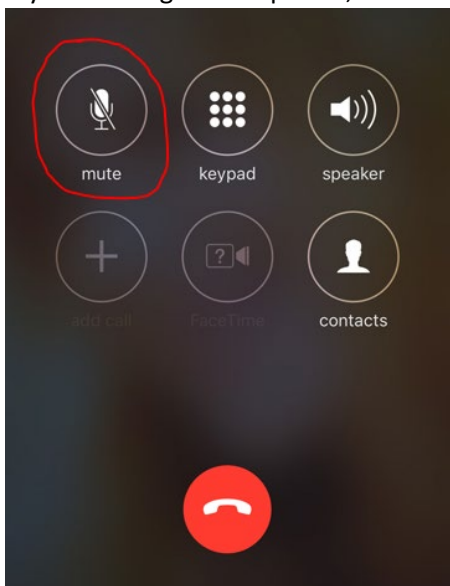
1. Wisconsin Open Meetings Law still applies
 - a. Persons interested in speaking to an item must give their name and address
 - b. Committee/Commission/Board members will still follow *Roberts Rules of Order*
2. All zoom meetings will have a password in the instructions. Please enter when prompted.
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

April 14, 2021

PREPARED BY

AGENDA ITEM # E.I

Consideration with possible action on request by resident at 1604 Hillcrest Drive to extend the payback period and waive the interest for the water assessments associated with the Hillcrest Drive Reconstruction project.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

April 14, 2021

PREPARED BY

AGENDA ITEM # E.2

Consideration with possible action on proposed revisions to Section 8.11, Green Bay Municipal Code, Noxious Weeds and Maintenance of Vegetation.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Sec 8.11 Summary of Comments
2. GO 09-21 - Amend 8.11 - Noxious Weeds and Vegetation
3. Street Terrace Policy

Section 8.11 Summary of Comments

Summary of Comments provided by Sustainability Committee members and Staff regarding proposed amendments to section 8.11 Noxious Weeds and Maintenance of Vegetation

8.11 (1)

- Comment to consider a separate Sec. for the establishment of natural gardens and to have this Sec. relate to only the maintenance.
- Recommendation to remove "...which may exceed the height of typical gardens."

8.11 (2)

- Findings - Recommendation to include language for supporting a healthy and diverse pollinator community.
- Recommendation to remove "...harboring of debris or trash."
- Would read as:
Findings. The City finds that it is in the public interest to ensure the proper maintenance of vegetation in order to prevent the growth of unmanaged vegetation which can lead to nuisance conditions or the emergence of rank growth or conditions, which may adversely affect public health and safety. The City further finds it is in the public interests to encourage a diversity of landscape treatments throughout the City, particularly those landscape elements that support the preservation, restoration, and management of native plant communities, **which support a healthy pollinator community**, and soil and water conservation.

8.11 (3) (a)

- Definition of *Destroy*: Recommendation to replace the word **weed** with the term vegetation.
- Recommendation to further define the term **weed** in the list of definitions, since it is used in several areas of the code.

8.11 (3)(d) Definition of *Noxious weeds or grasses* - Comment & recommendation to include the word *invasive* and have it read **Noxious or Invasive weeds or grasses** and also include Chapter NR 40 Invasive species rule. Justification for this is that in 8.11 (6)(b)4 we refer to this invasive terminology and when people are looking up noxious or invasive weeds or grasses, the WDNR invasive weeds website is the authority they most likely will be looking to.

- Recommendation include list Chapter NR40 and 66.0407(1)(b), Wis stat 66.0407 in the definition

8.11 (3)(i) Definition of *Unmanaged vegetation growth*- recommendation to include turf grass. Definition would read:

Unmanaged vegetation growth means an unmaintained area of in which any grass, **turf grass**, hay, weeds, brush or other vegetation has grown to a height of over eight inches as a result of the absence of active cutting, mowing, or other maintenance. This definition shall not include

vegetation located on agricultural land; vegetation found on shoreland within 35 feet of the ordinary high-water mark; Vegetation found within environmentally sensitive areas such as steep slopes, drainage ways, wetlands, and protective buffer areas.

8.11 (3)(f) Definition of *Planned natural landscaping area*

- Comments received regarding height of vegetation

Planned natural landscaping area means a planned, intentional and maintained planting area in which all or some of the selected vegetation may exceed eight inches (8") in height at maturity, and which may include without limitation trees, native plants as defined in this section, or plantings associated with a rain garden.

8.11 (4)(a) *Unmanaged vegetation growth prohibited*

- Question raised on if this only applies in residential areas.
- MS: This part of the ordinance mainly applies to residential areas. It would also apply to non-residential land adjoining or adjacent to residential use lots.

A person owning, occupying, or controlling any lot in residential use, or any lot or property adjacent to or adjoining a lot in residential use, shall mow, cut, or otherwise control and remove any unmanaged vegetation growth on the land.

8.11 (6)(a) Planned natural landscaping areas

- Three comments were received that disagreed with "300 SF or 5% of the gross area of the lot, whichever is greater". Two reviewers misinterpreted the meaning of this requirement and MS followed up with those members with clarification.
- One comment was received that opposed the required registration.
- One comment asked about the role of the Weed Commissioner and his/hers level of landscaping plan approval.
 - MS: Weed Commissioner role is involved in enforcement of code; not plan approval.
- Two comments asked about how and why a plan would potentially be denied.
 - MS: A plan not meeting the requirements outlined in 8.11(a)i-iv and 8.11(b)i-iv; would potentially be denied. City Staff would review plan and work with applicant on understanding plan requirements.
- One comment sees value in having residents submit plans in order to inventory planned natural landscapes to make the monitoring function of the weed commissioner more efficient and to have the ability to document via GIS the number and location of pollinator gardens, rain gardens, etc. in the city.

8.11 (6)(b)(ii) Planned natural landscaping areas

- Comment/question regarding fencing height in the case of property having a privacy fence. Would a 3' feet fence for an edging requirement apply in that situation? See MS rewrite suggestion.

Edging required. A Planned Natural Landscaping Area must have a distinct and clearly defined border. The border may be any combination of mowed grass, fencing of up to 3' in height, **a permitted fence installed along a property line,** or natural materials neatly arranged to create appearance of an edge to contain the Planned Natural Landscaping Area.

8.11 (6)(b)(iv) Location and Dimensions of the Natural Planting Area

- MS: Language recommendation to accommodate property having fences along a property line
- 2. Natural Planting Areas shall be no closer than three feet (3') to any property line. Where the planned natural landscaping abuts a permitted fence along a side or rear property line, no setback shall be required.

General Comments from City Staff Proposed amendments of sec 8.11 were discussed at Development Team meeting, sent to departments for staff review, and conversations were held with individual staff members. The comments below are from individual staff and are not a consensus of all that participated in providing feedback.

1. How will the City address noxious weeds and invasive species on city-owned parcels?
2. Not in favor of required registration for planned natural landscape plans.
3. Right of Way ordinance must be looked at to determine if plantings would be permitted in street terrace.
4. Procedures have been made clearer with the amendments.
5. Could language be added for areas with rat abatement issues?
6. Could a plan be denied for only using one species of native plant? Should language be added to specify a diversity of native vegetation in a plan?
7. The problems usually creep in when parcel ownership takes over.
8. Add incentives for those who implement naturalized landscapes with tax credit, etc.

GENERAL ORDINANCE NO. 09-21

AN ORDINANCE AMENDING SECTION 8.11,
GREEN BAY MUNICIPAL CODE, RELATING TO
NOXIOUS WEEDS AND MAINTENANCE OF VEGETATION

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS
FOLLOWS:

SECTION 1. Section 8.11, Green Bay Municipal Code, is hereby amended to read:

8.11 NOXIOUS WEEDS AND MAINTENANCE OF VEGETATION.

(1) PURPOSE. It is the purpose of this Section to prohibit the uncontrolled growth of vegetation and to control noxious weeds, while permitting the planting and maintenance of planned natural landscaping that ~~add~~ **adds** diversity and richness to the ~~quality of life~~ **City's environment. It is a further purpose of this section to balance the need to ensure proper management of vegetation growth with the aesthetic, community, and environmental benefits of fostering the appropriate use of naturalized and native plant landscaping.** ~~There are reasonable expectations regarding the proper maintenance of vegetation on any lot or parcel of land. It is in the public's interests to provide standards regarding the maintenance of vegetation because vegetation which is not managed can decrease the value of nearby properties and threaten the public health and safety. It is also in the public's interests to encourage diverse landscaping treatments, particularly those that encourage the preservation, restoration, and management of native plant communities which can be economical, low maintenance and effective in soil and water conservation. The City enacts this Section to balance these competing interests.~~

(2) ~~There are reasonable expectations regarding~~ **The City finds that it is in the public interest to ensure** the proper maintenance of vegetation ~~on any lot or parcel of land~~ **to prevent the growth of unmanaged vegetation which can lead to nuisance conditions such as the emergency of rank growth, which may adversely affect** ~~It is in the public's interests to provide standards regarding the maintenance of vegetation because vegetation which is not managed can decrease the value of nearby properties and threaten the public health and safety. It is also~~ **The City further finds it is** in the public's interests to encourage diverse landscaping **landscape** treatments **throughout the City,** particularly those **landscape elements** that encourage **support** the preservation, restoration, and management of native plant communities, **healthy pollinator communities, and** ~~which can be economical, low maintenance and effective in soil and water conservation. The City enacts this Section to balance these competing interests.~~

~~(2)~~**(3)** DEFINITIONS.

(a) "Destroy" means the complete killing of weeds or the killing of weed plants above the surface of the ground by the use of chemicals, cutting, tillage, cropping system, **hand-pulling, mulches, smothering, soil solarization,** or any or all of these in effective combination, at a time and in a manner as will effectually prevent the weed plants from **continual growth,** maturing to bloom or flower stage.

(b) "Garden" means a cultivated area dedicated to growing vegetables, fruits, annual and perennial plants, ornamental grasses, ~~or and ground cover~~ **groundcovers, vines, shrubs, or trees** in a ~~well-defined location~~ **with a defined edge or border.**

(c) “Native Plants” means those grasses (including prairie grasses), sedges (solid, triangular-stemmed plants resembling grasses), forbs (flowering broadleaf plants), vines, shrubs, groundcovers, and trees that are native to or naturalized to the state of Wisconsin. For purposes of this section, Native “native plants” shall ~~do not include~~ noxious weeds or noxious grasses as defined herein.

(d) “No mow lawn” means a specially designed blend of bunch forming and creeping fine fescue grasses that are used as an alternative to the traditional turf grass lawn. This blend may include, but is not limited to, Festuca brevipila (Hard Fescue), Festuca ovina (Sheep Fescue), Festuca rubra subs. fallax (Chewings Fescue), Festuca rubra (Red Fescue), Festuca rubra var. rubra (Creeping Red Fescue), or Festuca rubra ssp. Litoralis (Slender Creeping Red Fescue). No Mow may be mixed with Annual Rye to aid in establishment of the no mow lawn. No mow will typically reach six to eight inches in height with seedheads reaching approximately two feet in height. After the seedstalks fall, the lawn will revert to approximately six to eight inches in height. No mow lawns generally only require mowing twice per year.

~~(d)~~(e) “Noxious Weeds” means any plant listed under §§ 23.235(1)(a) or 66.0407(1)(b), Wis. Stats., and shall also include arctium spp. (burdock), cirsium and carduus spp. (thistle), ambrosia spp. (ragweed), alliaria petiolata (garlic mustard), plantago lanceolata (buckhorn), and poison ivy.

~~(e)~~(f) “Ornamental Grasses and Groundcovers” means grasses and groundcovers ~~not indigenous to Wisconsin~~ that are not native to or naturalized to the state of Wisconsin. For purposes of this section, “ornamental Ornamental grasses” shall ~~do not include~~ common turf grasses and or noxious weeds or grasses as defined herein.

~~(f)~~(g) “Planned Natural Landscaping Area” means a planned, intentional, and maintained planting of native plants, ornamental grasses and groundcovers, rain gardens, shrubs and trees. area which may include, without limitation, trees, shrubs, and native plants, as defined in this section, or vegetation associated with a rain garden. Planned natural landscaping does not include any species of turf grasses and is not intended to allow a property owner to ignore lawn care duties. Planned natural landscaping does not include gardens.

~~(g)~~(h) “Rain Garden” means ~~a native plant garden that is designed not only to aesthetically improve properties, but also to reduce the amount of storm water and accompanying pollutants from entering streams, rivers and lakes.~~ means an excavated area that is back-filled with a prepared or amended soil mixture, which may or may not be covered with a mulch layer, which is planted with a diversity of woody or herbaceous vegetation, to which stormwater is directed to promote infiltration or evapotranspiration.

~~(h)~~(i) “Turf Grasses” means those grasses commonly used in regularly cut or mowed lawns or play active recreation areas, and includes, without limitation, ~~including~~ bluegrass, fescue, or rye grass blends and ~~or any~~ other similar grasses.

~~(i)~~(j) “Unmanaged Plant Vegetation Growth” means an unmaintained area in which any grass, turf grass, hay, weeds, brush or other ~~offensive~~ vegetation ~~which has grown to a height of over 9”~~ eight (8) inches as a result of the absence of active cutting, mowing, or other maintenance. ~~but does~~ This definition shall not include:

1. Gardens,
2. Plants Vegetation located on agricultural land,
3. Plants Vegetation located found on shoreland within 35 feet of the ordinary high-water mark,

4. ~~Plants located~~ **Vegetation found** within environmentally sensitive areas such as steep slopes, drainage ways, wetlands, and protective buffer areas, or

5. Planned natural landscaping **area(s)** that is wholly contained within the parcel on which it is planted and maintained.

6. No mow lawns.

~~(3)~~**(4) CONTROL OF NOXIOUS WEEDS**

(a) The City Clerk shall annually on or before May 15 publish as required by state law a notice that every person is required by law to destroy all noxious weeds on lands in the City which they own, occupy or control. A joint notice with other towns or municipalities may be utilized.

(b) As provided for in Wis. Stats. § 66.0407(2), the City shall require that all noxious weeds be destroyed prior to the time in which such plants would mature to the bloom or flower state.

(c) The growth of noxious weeds in excess of eight inches in height from the ground surface shall be prohibited within the corporate limits of the City. A person owning, occupying, or controlling land shall destroy all noxious weeds on the land. The person having immediate charge of any public lands shall destroy all noxious weeds on the lands.

~~(b)~~**(d)** If a person neglects to destroy all noxious weeds as required under par. (a), the Weed Commissioner shall destroy or have destroyed the noxious weeds. The cost of destroying the weeds shall be charged and assessed in the manner provided by § 66.0517(3)(b)1, Wis. Stats.

~~(4)~~**(5) UNMANAGED PLANT VEGETATION GROWTH PROHIBITED**

(a) A person owning, occupying, or controlling any land shall **mow, cut, or otherwise control** and remove any unmanaged ~~plant~~ **vegetation** growth on the land.

(b) If a person neglects to cut and/or remove unmanaged plant growth as required under par. (a), the Weed Commissioner shall cut down and remove or cause to be cut down and ~~remove~~ **removed** the unmanaged ~~plant~~ **vegetation** growth. The cost of cutting and removing the unmanaged ~~plant~~ **vegetation** growth shall be charged and assessed in the manner provided by § 66.0627(2), Wis. Stats.

(6) APPEAL. Any property owner wishing to contest a charge assessed under subsection (4) or (5) above may appeal the charge to the Improvement and Services Committee. The appeal shall be made in writing and submitted to the City Clerk within 30 days of the date on which the unmanaged vegetation growth or noxious weeds or grasses were cut or destroyed. The Improvement and Services Committee may uphold, modify, or cancel the charge. This procedure for administrative review shall not be governed by Wis. Stats. Ch. 68.

~~(5)~~**(7) PLANNED NATURAL LANDSCAPING AREAS**

(a) **Registration Required.** Any ~~person~~ **owner of record of a property, and any tenant upon signed, written consent of the owner of a property,** ~~wishing to maintain a~~ **may implement a** planned natural landscaping area on their property ~~may register their property~~ **upon registration** with the Department of Public Works. **Registration shall include the following information:**

- i. A plan of the property drawn to scale, indicating the location of all property boundaries, structures, sidewalks, driveways, and roadways, and the boundaries of the proposed planned natural landscaping area. No boundary survey is required. Property boundaries and other information may be indicated on an aerial photograph or other suitable and readily available base map.
- ii. A clear description, illustration, or photograph of the type(s) of edging proposed, including materials, height, and proposed placement.
- iii. A planting plan indicating the plant species and/or seed mixes to be used.
- iv. Any proposed change in grade or excavation required beyond standard excavation and soil replacement for establishment of the planned natural landscaping area.

(b) Planned Natural Landscaping Guidelines areas shall adhere to the following standards:

1. Types of plantings.

1.a. Turf grass is to be eliminated and the native plants, trees and shrubs are to be planted through transplanting or seed by humans or mechanical means. Plantings may include forbs, grasses, edible plants, groundcovers, vines, shrubs, or trees.

b. Plantings may be designed as rain gardens with plantings and grading specifically designed to receive and infiltrate rainwater or clear water flows.

c. Plantings shall be deliberately selected and arranged as part of a coherent overall plan. Overgrowth of conventional turf grasses or weeds, or any other unmanaged vegetation growth, shall not constitute a planned natural landscaping area.

d. No species identified on the Wisconsin Department of Natural Resources's Regulated Invasive Plants list, whether designated as Prohibited or Restricted, shall be permitted.

2. Edging required. A planned natural landscaping area must have a distinct and clearly defined border. The border may consist of any combination of mowed grass, fencing of up to three feet (3') in height, a permitted fence installed along a property line, or natural materials neatly arranged to create the appearance of an edge to contain the planned natural landscaping area.

3. Plant height at maturity. Plant height shall be maintained at the appropriate maximum height at maturity for the specific species. University of Wisconsin Horticulture, Division of Extension shall be consulted in the event of a dispute as to the appropriate maximum height for a particular plant.

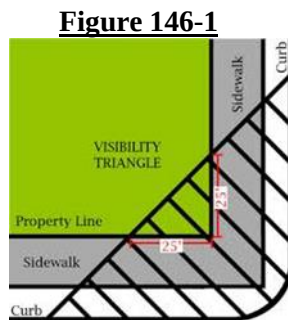
4. Location and Dimensions of the Natural Planting Area.

a. Planned natural landscaping areas are strictly prohibited within City rights-of-way and street terraces.

2-b. Setbacks:

- i. ~~3~~ **Three** feet (**3'**) from front lot line when adjacent to a public sidewalk and ~~0~~ **zero** feet (**0'**) from front lot line if there is no public sidewalk.
- ii. ~~3~~ **Three** feet (**3'**) from rear and side lot lines.
- iii. No setback is required on side and rear lot lines if there is a **permitted** fence along the lot lines, or **if** the native landscaping abuts a neighboring planned natural landscaping area public park/open space, or is adjacent to a natural area.
- iv. The setback area should be regularly cut turf grass, garden beds, trees, shrubs, mulch, wood chips, ~~or~~ landscape stone, **or other approved material**.
- v. ~~Planned natural landscaping is to be cut to a maximum height of 9" once annually by July 15th.~~

c. Natural Planting Areas shall not obstruct the visibility triangle at intersections, with the visibility triangle incorporating the area within a triangle formed by the intersection of the street right-of-way lines, as illustrated in Figure 146-1.



~~(c) Complaint Notification. Any person who registers a parcel as natural landscaping with the Department of Public Works shall receive a notice that the Weed Commissioner intends to take action on the parcel under this section ten (10) business days before any action is taken. If the registered parcel owner objects within ten (10) business days after the notice was issued, the Improvement & Services Committee shall recommend whether the parcel is a planned natural landscaping exempt from §8.11(4) of this ordinance to the Common Council. The Common Council shall affirm or reverse the Improvement & Service Committee's recommendation and issue a final decision.~~

~~(6) APPEAL. Any property owner wishing to contest a charge assessed under this section may appeal to the Improvement & Services Committee. The appeal shall be in writing and submitted to the City Clerk within 30 days of the date on which the unmanaged plant growth and/or noxious weeds were cut and/or destroyed. The Committee may uphold, modify or cancel the charge. This procedure for administrative review shall not be governed by Ch. 68, Wis. Stats.~~

(c) Review and Enforcement.

1. The City may at any time determine that a planned natural landscaping area violates of the terms of this section if the Weed Commissioner finds an ongoing violation of the terms and conditions of the registered Plan, or if the Weed Commissioner determines that the planned natural landscaping area is harboring vermin or other pests. Upon such determination of the Weed Commissioner, a citation shall be issued to the property owner and any tenant who has made application for a planned natural landscaping area.

2. Appeal.

a. The subject of the Citation may appeal the determination to the Improvement and Services Committee. Any appeal shall be made in writing within ten (10) business days of receipt of the Citation and filed with the City Clerk.

b. The Improvement and Services Committee shall hear any appeal and recommend action to the Common Council, which shall have the authority to affirm, reverse, or modify the Improvement and Services Committee recommendation and issue a final decision.

c. In the event of non-compliance with a citation or Common Council decision upon appeal, the City may enter and cut or otherwise maintain the area subject to the determination, in accordance with the provisions of Subsection (4)(d) above.

SECTION 2. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 3. Effective date. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2021.

APPROVED:

Mayor

ATTEST:

Clerk

MS

[Date]

CITY OF GREEN BAY STREET TERRACE POLICY

1. Purpose: It is the purpose of this policy to establish guidelines to allow property owners to plant and maintain the terrace area adjoining their property in a manner which enhances and improves the aesthetic appearance of City streets.
2. Definitions:
 - a. “Noxious Weeds” means those weeds as defined in §8.11(2)(d), Noxious Weeds and Maintenance of Vegetation, Green Bay Code of Ordinances.
 - b. “Ornamental Grasses and Groundcover” as defined in §8.11(2)(e), Noxious Weeds and Maintenance of Vegetation, Green Bay Code of Ordinances.
 - c. “Terrace” means the public right-of-way lying between the roadway and sidewalk, or where no sidewalk exists, between the roadway and the property line.
3. Plantings Permitted. A property owner shall be permitted to plant, care for and maintain plantings in the terrace adjacent to their property subject to the following restrictions:
 - a. Plantings are limited to annual and perennial plants, ornamental grasses, and groundcovers.
 - b. Plantings shall be 3 feet or less in height for terrace areas without sidewalk and shall maintain a setback of 3 feet from the back of curb. For terrace areas with sidewalk, plantings shall be 12 inches or less in height and have a setback of 18 inches from the back of curb and sidewalk.
 - c. Plantings shall be maintained in such a way that there is no overhang or encroachment onto the sidewalks, curb or street.
 - d. Planting within 3 feet of a hydrant or 30 feet of an intersection, as measured from back of curb of intersecting street, shall be limited to 12 inches in height
4. Trees. Only trees that are planted and maintained by the Park & Recreation Department/Forestry Division are permitted in the terrace.
5. Paved Terraces. The City encourages property owners to maintain the terrace area in turf grass or in plantings as defined in 3 above; however, in those areas where the terrace area between the back of curb and sidewalk are 3 feet or less, the property owner may pave the area with concrete, asphalt or brick pavers. In no case may the terrace area be fill with mulch or landscape stone. Said material may be placed around trees provides proper edging is placed around the tree to contain the material.

6. Uses Not Permitted. The following are not permitted in the terrace area:
 - a. The installation of objects deemed to be a hazard to motorists, bicyclists and pedestrians such as landscaping rocks/boulders, railroad ties, aboveground planting beds/planters, fencing, posts (mailbox posts are exempt), etc.
 - b. Hedges, bushes and vegetable gardens.
 - c. Re-grading terrace area without approval of the Department of Public Works. Grades within the terrace areas shall conform to the City sidewalk grade requirements.
7. Public Works and Public Utilities: Notwithstanding the foregoing, all terrace areas remain public property and are subject to the right of the City, its contractors, and public utilities and their contractors to excavate within the terrace for repair, maintenance or installation of any street, sidewalk, public utility; storage of snow; or for any other necessary public purpose. In the event the City or public utility disturbs or removes plantings in the course of such work, it shall be responsible only to restore the terrace to the original grass state in accordance with the City's terrace restoration policy. Further, the City shall have the right to remove or restrict any plantings that are deemed to interfere with the safety of motorists, pedestrians and/or bicyclists.



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

MEETING DATE

April 14, 2021

PREPARED BY

AGENDA ITEM # E.3

Consideration with possible action on request by Green Bay Water Utility to have the City of Green Bay waive the \$30 plumbing fee for the galvanized water service replacement program.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

April 14, 2021

PREPARED BY

AGENDA ITEM # E.4

Consideration with possible action on request by Department of Public Works to award the Clerk's Office Conference Room construction contract at a staff level and report the award at the next regular meeting of the Improvement and Services Committee.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

April 14, 2021

PREPARED BY

AGENDA ITEM # E.5

Consideration with possible action on request by Department of Public Works to accept the grant from the Environmental Protection Agency (EPA), and enter into a contract with Wisconsin Department of Natural Resources (WDNR) to complete the scope of work and the project at the Tank Farm Marsh.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

April 14, 2021

PREPARED BY

AGENDA ITEM # E.6

Consideration with possible action on the report of the Purchasing Manager for approval of award to US Petroleum Equipment for the replacement of the Fuelmaster system at the Department of Public Works shops for the sum of \$28,215. The Fuelmaster System was competitively bid on Sourcewell Contract #092920-SYS.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Green Bay Fuelmaster Upgrade TB3295AB



A DIVISION OF U.S. VENTURE, INC.

Installing Confidence™

KIMBERLY

558 Carter Ct.
Kimberly, WI 54136
1-800-490-4915, Fax 920-739-0741

WAUSAU

7120 Highland Drive
Wausau, WI 54401
1-800-490-4915

WEST ALLIS

11225 W. Mitchell Street
West Allis, WI 53214
1-800-490-4915

March 26, 2021

Proposal No #: TB3295AB

City of Green Bay
DPW Eastside and Westside
519 S Oneida St
Green Bay, WI 54302

Contact:
Nathan Wachtendonk
Phone: (920) 492-3751
[Email: nathanwa@greenbaywi.gov](mailto:nathanwa@greenbaywi.gov)

RE: FuelMaster Fuel Management System Upgrade

PROPOSAL

U.S. Petroleum Equipment is pleased to provide the following proposal to upgrade your (6) existing FuelMaster® Fuel Management Units (FMU).

This proposal includes the following scope of work:

FUELMASTER MATERIALS AND SOFTWARE

\$ 23,672.00

- (1) FMU-3500Plus units Upgrade to FMU-3505Plus (new LRU and 2.4 Antenna)
- (5) FMU-3500Plus units Upgrade to FMU-2500Plus (new LRU)
- (1) FuelMaster® Plus Windows Software Upgrade
- (6) FMU pedestal surge protection assembly
- (3) Door Assembly, Prokee, Gray
- (3) Door Assembly, Prokee, Tan
- (3) Pedestal Assemblies
- (1) Car Wash Radio Board
- ◇ Software Update
- ◇ Database conversion
- ◇ Shipping

ELECTRICAL

By Owner

- ◇ Electrician services and materials to upgrade the existing Fuelmaster systems with new materials and software.

FUELMASTER INSTALLATION SERVICES**\$ 4,543.00**

- ◇ Factory authorized technician to upgrade (6) Fuel Master Units and assist with the software upgrade.
- ◇ Technician will install the LRUs, new doors, surge protectors and radio board.
- ◇ The Technician will assist the City Electricians with FMU pedestal replacement.

Syn-Tech Systems (Fuelmaster) Sourcewell Contract # 092920-SYS

SUBTOTAL FOR THE ABOVE PROPOSAL**\$ 28,215.00****APPLICABLE SALES TAX (T & WT)**

Exempt \$ -

TOTAL FOR PROPOSAL**\$ 28,215.00**

Attached terms and conditions apply.

ADDITIONAL NOTE:

- ◇ *Proposal based on working from 7:30am - 4:00pm, Monday through Friday.*
- ◇ *Installation will be done on parts and labor availability basis.*

ITEMS NOT INCLUDED WITH THIS PROPOSAL:

- ◇ *Any equipment, material, or services not listed in the above scope of work.*
- ◇ *Electrical services as needed are by owner.*

Thank you for considering U.S. Petroleum Equipment for your service and equipment needs.

TOTAL FOR THE ABOVE PROJECT \$ 28,215.00

Proposed Payment Terms:

\$ 28,215.00 100% due upon completion NET 30 days invoicing.

Terms are subject to credit approval.

This proposal may be withdrawn by U.S. if not accepted in **15 days**.

This Proposal is subject to the terms and conditions set forth herein, as well as the attached Standard Terms and Conditions (collectively, this Proposal and the Standard Terms and Conditions shall hereafter be referred to as the "Agreement").

If U.S. Petroleum Equipment is required to perform under different terms and conditions, a change order may be required.

Salesman Signature: _____
Todd Broeckel, Business Consultant

Proposal Date: _____

CUSTOMER ACCEPTANCE OF PROPOSAL

The prices, specifications, terms and conditions as set forth above and attached are satisfactory and hereby accepted as the Agreement. U.S. Petroleum Equipment is authorized to do the work as specified. Payment will be made as outlined above and in the attached Standard Terms and Conditions.

The undersigned individual, who is either a principal of the Customer or a sole proprietor, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the applicant, hereby consents to and authorizes the use of a consumer credit report on the undersigned by U.S. Petroleum equipment from time to time as may be needed, in the credit evaluation process.

Customer: _____

Customer Signature: _____

Print Name and Title: _____
Enter Legal Name

Date: _____

**TERMS & CONDITIONS OF
U.S. PETROLEUM EQUIPMENT, a division of U.S. Venture, Inc.**

Acceptance of Proposal. The accompanying Proposal, when accepted by Customer, will constitute a contract between U.S. Venture, Inc. d/b/a U.S. Petroleum Equipment ("USPE") and Customer, subject to all terms and conditions that follow herein and the approval of USPE's credit manager. Delivery of the materials/equipment herewith, installation of the specified equipment, Customer's acceptance in writing, and/or the issuance of an invoice, constitutes a binding acceptance by the Customer of the proposal herein. It is expressly agreed that there are no promises, agreements, or understandings, oral or written, not specified in the Proposal and these Terms and Conditions.

Scope of Work and Payment. All equipment and services shall be provided as set forth in the Proposal. USPE shall be paid for work performed as follows:

1. Terms for services are specified in the Proposal. Terms on the invoice apply unless otherwise specified in the Proposal. Current terms on the invoice are net Ten (10) days from Customer's receipt of the invoice.
2. Terms on the invoice unless otherwise specified in the Proposal, are net ten (10) days from Customer's receipt of invoice.
3. In the event USPE has not received payment for all fees and cost according to the terms of the invoice, Customer agrees to pay a late payment fee on the unpaid invoice balance at the rate of 2% per month commencing upon the expiration of the invoice terms and continuing until paid.
4. Customer also agrees that if payments are not received according to the terms of the invoice, a stoppage in completing a project may occur without USPE incurring any nonperformance or other legal liability.
5. Customer agrees to pay all costs incurred by USPE in enforcing the terms of this Agreement, including but not limited to, costs of its collection agency and reasonable attorney's fees.
6. Credit card payments are subject to 3% card processing fees.

Prices. Prices quoted are expressly contingent upon all conditions being observed, represented, and warranted at the time of bid. Prices quoted cover only those items which are specifically set forth in the Proposal. All other items will be billed to Customer on a time and materials basis. The prices quoted are for acceptance within fifteen (15) days of the date of Proposal, unless otherwise specified, and are subject to change without notice after that date. Prices quoted do not include soil analysis or clean-up of contamination, unless specifically stated. Labor, materials, and outside services for electrical, concrete, blacktop, excavating or sewer work, and such work not included in the Proposal unless specified. Additionally, required local permits are not included in the Proposal unless specified. Prices quoted on equipment and repair parts are subject to federal, state, and municipal taxes and licenses, which may be in effect, or which may be imposed prior to the actual shipment of materials and equipment. All such taxes and license costs are the responsibility of Customer.

Rights of Offset. Customer acknowledges that U.S. Petroleum Equipment is a division of U.S. Venture, Inc. Customer acknowledges that U.S. Venture, Inc. and its divisions, subsidiaries, and affiliated entities ("U.S. Venture") may set-off any amounts that U.S. Venture owes to Customer, or to any of Customer's parent entities of any tier, affiliated entities of any nature, and subsidiaries of any tier, divisions, successors, and assigns, and any surviving, resulting, or transferee corporation, partnership, or other business entity of any one or more of them ("Customer Entities") against any amounts owed to U.S. Venture by any of the Customer Entities, whether such setoff arose before, concurrently with, or after the date for which U.S. Venture owes money to Customer.

Delivery. USPE will endeavor to maintain delivery dates and schedules but cannot guarantee them. USPE shall not be liable for any costs or damages of Customer under this provision, including, but not limited to, loss of profits or business.

Limited Warranty. All materials and equipment, whether new or used, are purchased "AS IS" from USPE. Products sold may be warranted by the manufacturer of the product but only to the extent of any warranty offered by the manufacturer. Unless specifically stated in the Proposal, Customer shall register the equipment with the manufacturer. Any manufacturer warranties existing on new equipment furnished as part of the Proposal are passed through from USPE to Customer according to each manufacturer's policy, and in such cases, Customer's warranty shall be limited to that provided by the manufacturer(s). Ordinary use; wear and tear; or damage from abuse, neglect, accident, maladjustment, or failure by Customer to maintain equipment properly is excluded from coverage.

For a period of one (1) year from the date of completion of the project, USPE will at its sole discretion, install any equipment or materials covered by a manufacturer's warranty. If an item(s) is not covered by manufacturer's warranty, Customer may at its sole cost, pay for the equipment and materials and USPE (at its sole discretion) will install at no charge to the Customer. This labor warranty from USPE is null and void in the event the Customer or third party performs subsequent work on the equipment installed or repaired by USPE.

CUSTOMER AGREES TO RELEASE, INDEMNIFY, HOLD HARMLESS, AND DEFEND USPE FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITY, AND CAUSES OF ACTION AT LAW OR EQUITY FOR LOSS, DAMAGE, INJURY OR DEATH TO PERSONS AND PROPERTY, INCLUDING BUT NOT LIMITED TO ENVIRONMENTAL CONTAMINATION, LEAKS, SPILLS, RELEASES, OR DISCHARGES BY WHATSOEVER OR HOWSOEVER CAUSE OR SOURCE, ARISING OR OCCURRING FROM ANY NEW OR USED EQUIPMENT RECEIVED FROM BY CUSTOMER FROM USPE.

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE EQUIPMENT AND SERVICES DESCRIBED IN THE PROPOSAL.

Limitation of Liability. USPE shall be liable only for damages that are the sole negligence of USPE and that USPE's total liability (if caused by USPE's sole negligence) shall not exceed \$50,000.00, or the total fees payable to USPE for the particular project, whichever is less. USPE shall not be liable for any special, punitive, incidental, or consequential damages (including without limitation, loss of profits or income, loss of use of property, business interruption, cost of replacing goods or services, or third party claims).

Any claims, demands, or cause of action against USPE arising from or related to in any way to the Proposal, or to work, services, or goods or products provided by USPE pursuant to the Proposal, must be brought within one (1) year from the date the work, service or provision of goods or products has been completed.

Compliance with Laws. Environmental compliance is Customer's responsibility. Its failure to comply strictly with applicable federal, state or local requirements, rules and/or regulations (including but not limited to those applicable to notice) shall completely void all warranties of USPE. Customer agrees to hold USPE harmless from and indemnify and defend against any claims or liability relating to Customer's failure to comply strictly with any federal, state or local requirements, rules and/or regulations (including but not limited to those applicable to notice)

Insurance/ownership/registration. Customer is responsible for maintaining (or ensuring that the owner of the property maintains if Customer is not the owner), evidence of ownership of the property on which the Project is taking place, insurance on the property and equipment purchased from USPE, and registration of any such equipment as may be required to comply with any local, state and federal laws, regulations or industry standards.

Termination. USPE may, without prejudice to any right or remedy, terminate its relationship with Customer and suspend all work or delivery of goods upon notice to Customer.

Unforeseen Conditions. If unforeseen conditions arise that affect the scope of services, time for performance, or the risk involved, USPE shall notify Customer. USPE may then, at its sole discretion, modify the scope of work, modify the price, stop work until arrangements satisfactory to USPE have been made, or terminate the services by notifying Customer in writing. USPE shall be entitled to compensation for its services performed through the time of termination. If abnormal soil conditions or weather conditions or other unforeseen conditions result in additional cost, those additional costs will be billed on a time and materials basis.

Jurisdiction and Venue. Customer agrees that this Proposal shall be governed by Wisconsin law and jurisdiction and venue will be the Outagamie County District Court of Wisconsin, or the Federal District Court Eastern District of Wisconsin (Green Bay Division).

Waiver of Right to Jury Trial. USPE AND CUSTOMER WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THE PROPOSAL OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS PROPOSAL. USPE AND CUSTOMER ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO THIS AGREEMENT. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THE TRANSACTION CONTEMPLATED HEREBY. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

Utilities and Underground Structures. USPE will take reasonable precautions to avoid damage to utilities or other underground structures. Customer shall indemnify, defend, and hold USPE harmless for any damage to utilities or underground structures, and from any claims, liability, or damages resulting from utilities or underground structures that were not properly called to USPE's attention. Such indemnity shall include payment of litigation costs, expert's fees, and attorney's fees incurred by USPE.

Duties of the Customer. Customer warrants that it has disclosed all adverse or unfavorable site conditions which may affect this Proposal. Customer represents and warrants that all information provided to USPE is complete and accurate. Customer represents and warrants it has and will comply with all applicable local, state, and federal laws. Customer shall protect the site against damage, injury, or loss and shall carry insurance in an amount sufficient to cover replacement values, naming USPE as loss payee and additional insured. Customer is responsible for providing Builder's Risk insurance coverage. Customer is responsible for providing liquid ballast for filling underground storage tanks immediately upon setting the tanks during excavation. USPE shall not be liable for damage to the ballast, including without limitation, damage due to contamination or loss of product. Customer shall keep accurate, daily inventory records on products stored in tanks, lines, and dispensing equipment and shall promptly notify USPE of all shortages or losses. Precision testing procedures performed on any portion of the underground storage tank systems are designed to detect leaks and USPE shall not be responsible for any contamination resulting from spills or releases which may occur before, during or after such tests.

PCI/EMV Security Standard Requirements. This Proposal may include components to assist with implementing a program to maintain compliance with PCI security standard requirements, but may not provide the entire solution. Additional items such as software, network gateways, and secure routers may be needed to provide full compliance. Periodic inspection of devices and components, along with tracking these assets, and ensuring a secure network with limited access is also an important part of maintaining compliance with the standards. If additional components, software or equipment are required, those additions will be billed on a time and materials basis along with the labor necessary to install, program and setup. Components supplied by the Customer must be approved prior to scheduling upgrades. USPE does not guarantee compliance as compliance with the PCI security standard is the sole responsibility of the owner/operator of the facility. **CUSTOMER AGREES TO RELEASE, INDEMNIFY, HOLD HARMLESS, AND DEFEND USPE FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITY, AND CAUSES OF ACTION AT LAW OR EQUITY ARISING OR OCCURRING FROM THE REMOVAL AND DISPOSAL OF CUSTOMER'S EQUIPMENT.**

Hardware/software compatibility. In connection with this Proposal, the parties assume that any fueling system hardware and software supplied by Customer is inherently compatible and required only routine start-up programming. If on start-up, it is discovered that the hardware and/or software is not compatible or has innate deficiencies that require additional configuration or upgrading, USPE shall be entitled to full payment of the Contract Price under the Proposal including any extra charges to complete changes to customer equipment.

Digging/excavating clause. Digging and excavating quotations are based on normal soil conditions. Should any digging or excavating be included in the USPE Proposal, and any heavy rock, shale, water frost or unusual doffing be encountered, the Proposal price shall be increased at USPE's normal labor hourly rate except that any outside contract work required shall be charged at USPE's cost plus its customary administrative charge. In the event of cave-ins, and the necessity to shore or slope hole, all associated cost with the removal of the excess soil and replacement with either sand or gravel will be considered an extra and all such cost shall be borne by Customer. In the event underground structures, cables, conduit, debris, rick, water, utilities, or running sand are encountered, destroyed or damaged during the performance of the work, USPE shall not be held responsible, and Customer shall indemnify and save harmless USPE and its contractors, agents and employees from all suits, actions, or claims brought about by such encounter, destruction or damage. Should dewatering be required, the USPE shall not be responsible for disruption of adjacent backfill materials whether known or unknown at the time of excavation, repairs to paving, concrete, structures shall be borne by Customer. USPE is not responsible for removal/disposal of waste water if de-watering of the sump is necessary. Finished grades are to be established and verified by Customer.

Tank Floating Clause. Customer shall fill all underground storage tanks installed by USPE with liquid for ballast immediately upon notification from USPE that a tank(s) has been set into an excavation ("filling notification"). USPE shall not be responsible for any contamination or loss of product used for ballast. If any tank floats after Customer receives filling notification, USPE shall not be liable for any damages to equipment, and labor and materials cost to reinstall tanks, if floating occurs, costs shall be borne by Customer.

Cold weather Concrete. In the event that concrete is poured during cold weather, USPE is not responsible for chipping, cracking, or spaulding of concrete, due to cold weather pours. Furthermore, USPE is not responsible for additional cost of heated concrete, unless otherwise specified in the contract. It is highly recommended that salt or any chemical based deicer is NOT used for a period of at least 24 months after installation to prevent concrete related problems.

Notice of Lien Rights. As required by the Wisconsin construction lien law, USPE hereby notifies owner/customer that persons or companies performing, furnishing, or procuring labor, services, materials, plans or specifications for the construction on owner's/customer's land may have lien rights on owner/customer's land and buildings if not paid. Those entitled to lien rights, in addition to USPE are those who give the owner/customer notice within sixty (60) days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction. Accordingly, owner/customer probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. USPE agrees to cooperate with owner/customer and owner's/customer's lender, if any, to see that all potential lien claimants are duly paid. This notice is given for purpose of identification, and is not a claim to you or your lender for payment.



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

MEETING DATE

April 14, 2021

PREPARED BY

AGENDA ITEM # E.7

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

A. BRIDGE I-2I (ATKINSON DRIVE OVER CN/WC RAILROAD B-5-225) EXPANSION JOINT REPLACEMENT

B. RAMPS I-2I MAIN STREET PARKING RAMP FAÇADE REMOVAL

C. SOUTH BAY SHORE DIKE REINFORCEMENT - SEGMENTS 20-22

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Bid Summary - Public BRIDGE I-2I
2. Bid Summary Public RAMPS I-2I MAIN STREET PARKING RAMP FACADE REMOVAL
3. Bid Summary - Public SOUTH BAY SHORE DIKE REINFORCEMENT - SEGMENTS 20 - 22

CITY OF GREEN BAY, WISCONSIN

SUMMARY OF BIDS FOR CONTRACT

**BRIDGE 1-21 (ATKINSON DRIVE OVER CN/WC RAILROAD B-5-225)
EXPANSION JOINT REPLACEMENT**

Tuesday, March 30, 2021

Contractor	Bid	Bid Bond
HIGHWAY LANDSCAPERS, INC.	\$208,050	5%
NORCON CORPORATION	\$339,169	5%
ZENITH TECH, INC.	\$397,695	5%
Any questions, call 920-448-3100		

CITY OF GREEN BAY, WISCONSIN
SUMMARY OF BIDS FOR CONTRACT

RAMPS 1-21 MAIN STREET PARKING RAMP FAÇADE REMOVAL

Tuesday, March 30, 2021

Contractor	Bid	Bid Bond
CENTRAL RESTORATION, LLC	\$91,593	5%
Any questions, call 920-448-3100		

CITY OF GREEN BAY, WISCONSIN
SUMMARY OF BIDS FOR CONTRACT

SOUTH BAY SHORE DIKE REINFORCEMENT - SEGMENTS 20 - 22

Tuesday, April 6, 2021

Contractor	Bid	Bid Bond
VINTON CONSTRUCTION CO.	\$443,553.75	5%
PAYNE & DOLAN, INC.	\$458,136.25	5%
PETERS CONCRETE CO.	\$471,883.00	5%
ADVANCE CONSTRUCTION, INC.	\$494,722.75	5%
OSTRENGA EXCAVATING, INC.	\$565,208.00	10%
Any questions, call 920-448-3100		



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

MEETING DATE

April 14, 2021

PREPARED BY

AGENDA ITEM # E.8

Report the award of the following contracts:

A. PAVEMENT 2-21 JACKSON STREET RECONSTRUCTION

B. PAVEMENT 3-21 S. JACKSON STREET RECONSTRUCTION

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Bid Summary - Public PAVEMENT 2-21 JACKSON STREET RECONSTRUCTION
2. Bid Summary - Public PAVEMENT 3-21 S. JACKSON STREET RECONSTRUCTION

CITY OF GREEN BAY, WISCONSIN
SUMMARY OF BIDS FOR CONTRACT

PAVEMENT 2-21 JACKSON STREET RECONSTRUCTION

Tuesday, March 30, 2021

Contractor	Bid	Bid Bond
SOPER SEWER & WATER, LLC	\$2,316,702.99	5%
DEGROOT, INC.	\$2,360,726.83	5%
DORNER INC.	\$2,378,879.63	5%
JOSSART BROTHES, INC.	\$2,445,491.96	5%
ADVANCE CONSTRUCTION INC.	\$2,838,207.80	5%
PTS CONTRACTORS, INC.	\$3,177,000.00	5%
Any questions, call 920-448-3100		

CITY OF GREEN BAY, WISCONSIN
SUMMARY OF BIDS FOR CONTRACT

PAVEMENT 3-21 S. JACKSON STREET RECONSTRUCTION

Tuesday, April 6, 2021

Contractor	Bid	Bid Bond
PETERS CONCRETE CO.	\$2,263,864.75	5%
DEGROOT, INC.	\$2,419,551.55	5%
DORNER INC.	\$2,462,563.01	NO BID BOND
JOSSART BROTHERS, INC.	\$2,465,191.50	5%
ADVANCE CONSTRUCTION INC.	\$2,582,823.51	5%
PTS CONTRACTORS, INC.	\$2,866,800.00	5%
Any questions, call 920-448-3100		



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

MEETING DATE

April 14, 2021

PREPARED BY

AGENDA ITEM # E.9

Consideration with possible action on acquisition of right-of-way for Tax Parcel No. 5-1363, for improvements to Gray Street from Dousman Street to Mather Street.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. IS agenda item - Annunciation (2)

I & S Committee April 14, 2021

Consideration with possible action on the following Rights-of-Way required and authorize payment.

Gray Street from Dousman Street to Mather Street

<u>Tax</u> <u>Parcel</u> <u>Number</u>	<u>Interest</u> <u>Required</u>	<u>Owners Name</u>	<u>Amount</u>
5-1363	FEE	THE CONGREGATION OF THE ANNUNCIATION OF THE BLESSED VIRGIN MARY	\$500.00

WARRANTY DEED

Document No.

THIS INDENTURE, made by THE CONGREGATION OF THE ANNUNCIATION OF THE BLESSED VIRGIN MARY, grantor, conveys and warrants the property described below to THE CITY OF GREEN BAY, a Wisconsin Municipal Corporation, grantee, for the sum of Five Hundred and no/100 dollars (\$500.00).

[COPY]

Any person named in this deed may make an appeal from the amount of compensation within six months after the date of recording of this deed as set forth in s.32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the deed shall be treated as the award, and the date the deed is recorded shall be treated as the date of taking and the date of evaluation.

Return to:

City of Green Bay – Clerk
100 N. Jefferson Street
Green Bay, WI 54301-5026

Part of tax parcel number: 5-1363.

EXEMPT S.77.25(2r)

Legal Description

This is not homestead property.

See attached EXHIBIT A for Legal Description.

(Signature)

F. Antonio de las Santis - Pastor
(Print Name and Title)

(Signature)

(Print Name and Title)

(Signature)

(Print Name and Title)

(Signature)

(Print Name and Title)

March 11, 2021

(Date)

State of Wisconsin)

Brown)SS.
County)

On the above date, this instrument was acknowledged before me by the named person(s) or officers.

Mary Jane Smithers
(Signature, Notary Public, State of Wisconsin)

Mary Jane Smithers
(Print or Type Name, Notary Public, State of Wisconsin)

11-29-23
(Date Commission Expires)

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

Project: Gray Street at Division Street and Kellogg Street.Part of tax parcel number 5-1363.

EXHIBIT A

DESCRIPTION OF RIGHTS-OF-WAY REQUIRED FOR GRAY STREET
AT DIVISION STREET AND AT KELLOGG STREET

That part of Lot 222, Fort Howard Military Reserve, City of Green Bay, Brown County Wisconsin described as follows:

Commencing at the Southeast corner of said Lot 222, Fort Howard Military Reserve;
thence N26°-33'-46"E, 33.00 feet along the east line of said Lot 222, to the intersection of the West right-of-way line of Gray Street and the North right-of-way line of Division Street, and the point of beginning;
thence continuing N26°-33'-46"E 16.37 feet along said West right-of-way line of Gray Street;
thence Southwesterly along the arc of a 16.50 foot radius curve to the right, 25.79 feet, said curve having a chord which bears S71°-20'-18"W, 23.24 feet, to the North right-of-way line of Division Street;
thence S63°-53'-10"E, 16.37 feet, along said North right-of-way line of Division Street, to the point of beginning.

ALSO that part of Lot 222, Fort Howard Military Reserve, City of Green Bay, Brown County Wisconsin described as follows:

Commencing at the Southeast corner of said Lot 222, Fort Howard Military Reserve;
thence N26°-33'-46"E, 263.84 feet along the east line of said Lot 222, also being the West right-of-way line of Gray Street the extension thereof to the point of beginning;
thence continuing N26°-33'-46"E 16.64 feet along said West right-of-way line of Gray Street to the intersection of the West right-of-way line of Gray Street and the South right-of-way line of Kellogg Street;
thence N63°-55'-11"W, 16.64 feet along said South right-of-way line of Kellogg Street;
thence Southeasterly along the arc of a 16.50 foot radius curve to the right, 26.06 feet, said curve having a chord which bears S18°-40'-43"E, 23.43 feet, to the point of beginning.

All being part of tax parcel number 5-1363.

EXHIBIT A

KELLOGG ST

80'

N63°55'11"W
16.64'

R/W REQUIRED

R=16.50'
Δ=90°-2'8"-57"
L=26.06'
T=16.64'
C=23.43'

N26°33'46"E
16.64'

C BR=S18°-40'-43"E

FORT HOWARD MILITARY RESERVE
LOT 221 LOT 222

5-1368-A
LOT 223

5-1363

214.47'
N26°33'46"E

GRAY ST

5-1368

5-1372-A

5-1372

LOT 1
5CSM85

R=16.50'
Δ=89°-33'-04"
L=25.79'
T=16.37'
C=23.24'

C BR=S71°-20'-18"W

56.76'

N26°33'46"E
16.37'

R/W REQUIRED

S63°53'10"E
16.37'

33.00'

N26°33'46"E

DIVISION ST

SE CORNER LOT 222
FORT HOWARD MILITARY RESERVE

DISCLAIMER

This Computer Aided Drafting and Design (CADD) drawing is a compilation of records and data located in various Public and Private offices. Bearings and distances on this map are based on Brown County basemap. A field survey has not been completed. Brown County and/or City of Green Bay are not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied.

0 20' 40' 80'



CITY OF GREEN BAY, WISCONSIN
DEPT. OF PUBLIC WORKS— ENGINEERING DIVISION

R/W REQUIRED— GRAY STREET AT
DIVISION STREET AND KELLOGG STREET

BY	DATE



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

MEETING DATE

April 14, 2021

PREPARED BY

AGENDA ITEM # E.10

Report of actions taken by Department of Public Works

A. Granting of Licenses

1. Sidewalk Builder

- a. E&I Concrete Construction
- b. Evraets Concrete Construction LLC
- c. Fischer Ulman Construction Inc.
- d. Kurowski Construction LLC
- e. N&L Concrete Construction LLP
- f. RG Hendricks & Sons Construction Inc.

2. Tree & Brush Trimmer

- a. A to Z Tree Service

3. Underground Sprinkler System

- a. ADC Maintenance LLC

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

April 14, 2021

PREPARED BY

AGENDA ITEM # F.I

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

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

April 14, 2021

PREPARED BY

AGENDA ITEM # F.2

The next Improvement and Services Committee meeting is scheduled for April 28, 2021.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None