



AGENDA OF THE IMPROVEMENT AND SERVICES COMMITTEE

WEDNESDAY, JUNE 23, 2021, 6:00 PM

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

Virtual Meeting. Public may join via Zoom.

A. Zoom Meeting Information.

- I. 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.

- I. Consideration with possible action on a request by Bird Rides, Inc. to execute a Memorandum of Understanding (MOU) to establish a pilot program for electronic scooter operation with the City of Green Bay.
2. Consideration with possible action on a General Ordinance 17-21 to create Section 40-139, Green Bay Municipal Code, relating to electric scooter regulations.
3. Consideration with possible action on granting easements to AT&T and other public utilities for installation and infrastructure work in the public right-of-way, specifically but not entirely in the area of Parkwood Drive, Fawn Lane, and Packerland Drive. (Ald. Brunette)
4. Consideration with possible action on a request by Department of Public Works to establish limits for the determination of indigency as required under Section 34-42 (f), Green Bay Municipal Code.

5. Consideration with possible action on a request by Department of Public Works regarding approval of the annual Compliance Maintenance Annual Report (CMAR) and resolution for the Wisconsin Department of Natural Resources (WDNR) sanitary sewer collection permit.
6. Consideration with possible action on a request by Department of Public Works to enter into a County/Municipal Agreement for safety improvements at the intersection of West Mason Street and Packerland Drive.
7. Consideration with possible action on a request by Parks Department and Department of Public Works on acceptance of NRDA Grant to fund improvements at the Green Bay Metro Boat Launch.
8. Consideration with possible action on a request by Department of Public Works to award the following construction contracts at a staff level and report the award at the next regular meeting of the Improvement and Services Committee:

- A. LEICHT PARK FENDERING AND MOORING
- B. SEWERS 3-21 N. DANZ AVENUE STORM SEWER
- C. SEWERS 4-21 (MINI SEWER)
- D. SEWERS 5-21 EAST SHORE DRIVE SANITARY LIFT STATION

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

- A. SEWERS 2-21 (BASIN REPAIR)
- B. WSG 1-21 TUCK POINTING

10. Report of actions taken by Department of Public Works

- A. Granting of Licenses

- I. Sidewalk Builder

- a. A & M Concrete and Construction
- b. Carter Construction
- c. Complete Concrete Solutions LLC
- d. Douglas J. Maurer Concrete, LLC
- e. Lakefront Flatwork and Construction
- f. Skyline Contractors LLC
- g. Total Construction

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 July 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

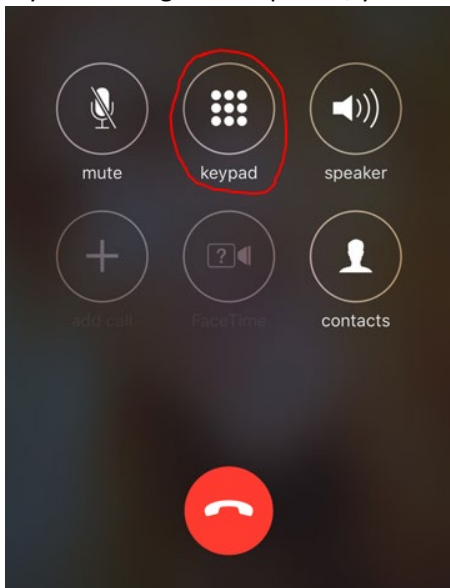
Find your local number: <https://us02web.zoom.us/j/kc7RtLdfPZ>

Additional Information

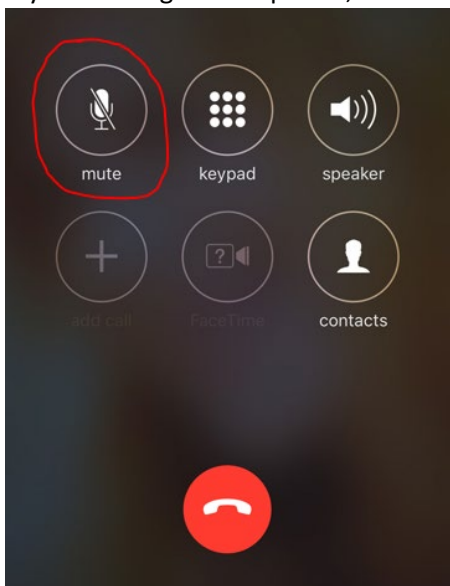
1. Wisconsin Open Meetings Law still applies
 - a. Persons interested in speaking to an item must give their name and address
 - b. Committee/Commission/Board members will still follow *Roberts Rules of Order*
2. All zoom meetings will have a password in the instructions. Please enter when prompted.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

June 23, 2021

PREPARED BY

AGENDA ITEM # E.1

Consideration with possible action on a request by Bird Rides, Inc. to execute a Memorandum of Understanding (MOU) to establish a pilot program for electronic scooter operation with the City of Green Bay.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. COGB - Bird Ride Inc MOU

MEMORANDUM OF UNDERSTANDING

Operation of Bird Rides, Inc. in the City of Green Bay

Pursuant to this Memorandum of Understanding (hereinafter the "MOU") for the operation of Bird Rides, Inc. owned dockless, stand-up electric scooters (hereinafter "electric scooter") within the City of Green Bay, Bird Rides, Inc., incorporated under the laws of California (hereinafter referred to as "Bird") and the City of Green Bay, a Wisconsin municipal corporation (hereinafter referred to as the "City") (collectively "parties") hereby agree as follows:

WITNESSETH:

WHEREAS Bird, represented locally by _____, desires to operate a Bird stand-up electric scooter pilot program within the City of Green Bay; and

WHEREAS the City, whose address is City of Green Bay Clerk, 100 North Jefferson Street, Green Bay, WI 54301 is willing to establish a Bird stand-up electric scooter pilot program within the City of Green Bay to evaluate the desire to establish a regulatory framework for the long-term operation of Bird stand-up electric scooters within the City.

NOW, THEREFORE, in consideration of the above premises and mutual covenants of the parties hereinafter set forth, and the MOU for the operation of Bird stand-up electric scooters, the receipt and sufficiency of which is acknowledged by each party for itself, Bird and the City do agree as follows:

Section 1. DEFINITIONS

- 1.1 "Code" shall mean the Green Bay Municipal Code.
- 1.2 "Customer" shall mean a person who has downloaded Bird's app to their smartphone or other device.
- 1.3 "Dockless" shall mean a system of self-service mobility devices made available for shared use to individuals on a short-term basis, which may be rented through a smartphone app, vendor website, vendor customer service number, or a pre-paid PIN and which do not require structures at permanent, fixed locations where rides must begin and end.
- 1.4 "Electric scooter" shall mean a device weighing less than 100 pounds that has handlebars and an electric motor, is powered solely by the electric motor and human power, and has a maximum speed of not more than 20 miles per hour on a paved level surface when powered solely by the electric motor. Under this MOU, an electric scooter shall be in reference to an electric scooter owned by Bird.
- 1.5 "Equipment" shall mean dockless, stand-up electric scooters.
- 1.6 "Improperly parked" shall mean electric scooters parked in violation of section 5.5. of this MOU.

- 1.7 "Notice" and "Notification" shall mean notice from the public or notification from the City.
- 1.8 "Unsafe" shall mean any dockless, stand-up electric scooters, which could cause harm or injury to a customer or anyone else within the public right-of-way despite being operated in a reasonable manner.
- 1.9 "Unused electric scooter" shall mean any dockless, stand-up electric scooter parked in one location for more than three (3) consecutive days without being used.

Section 2. PURPOSE AND GOALS

- 2.1. It is the purpose of the City to initiate a Dockless, Stand-up Electric Scooter Pilot Program (hereinafter the "pilot") with Bird, to observe, solicit feedback on, and evaluate the effectiveness of electric scooters in Green Bay. There is no guarantee electric scooters will remain in the City after the completion of the pilot. Upon the conclusion of the pilot, the City shall take time to evaluate any feedback received, determine whether the following goals have been achieved, and to develop a more long term licensing plan for the operation of Bird electric scooters, should the City create such a license. Electric scooters may provide many benefits to residents and visitors of Green Bay. Electric scooters have the potential to help the City improve outcomes related to equity, congestion mitigation, health, and access to opportunity. The City also realizes the potential for disruption to pedestrian ways and other public rights of way. The parties agree that this MOU is intended to be a fluid document, subject to change in order to ensure the success of the pilot program and further agree to work together to ensure the same.
- 2.2. The Goals of this pilot are as follows:
 - 2.2.1. Increase transportation options: Electric scooters have the potential to reduce reliance on motor vehicles and ride sharing services for short trips, decreasing congestion and air quality impacts.
 - 2.2.2. Expand access to transit: Electric scooters may provide links to public transit, assisting with connectivity and solving the first mile/last-mile problem.
 - 2.2.3. Evaluate impacts on access to the public right-of-way: Bird must show a commitment to keeping pedestrian ways, streets, and other public rights-of-way unobstructed by electric scooters for other users. Most importantly, electric scooters must be parked and maintained in a manner that provides clear path for people walking and maintains access to businesses, residential units, and other buildings.

Section 3. PILOT DURATION

- 3.1. Term.

The term of this MOU shall be made effective upon signature by the parties and shall remain in effect, unless otherwise terminated, until December 31, 2021.

3.2. Suspension.

The pilot may be immediately suspended at any point and without cause by either the City of Green Bay Director of Public Works (hereinafter "DPW") or the Green Bay Chief of Police (hereinafter "GBPD") for the purpose of resolving any issues prior to Termination.

3.3. Termination.

The pilot may be terminated at any point and without cause by either party upon seven (7) days prior written notice to the other party. The Director of DPW or the Chief of GBPD may terminate the pilot on behalf of the City.

3.4. Modification.

No term of this MOU may be modified or amended unless such modification or amendment is agreed to in writing and signed by the parties hereto.

Section 4. DUTIES OF BIRD

- 4.1. Bird shall provide a maximum of one hundred (100) electric scooters at launch of the pilot. Bird agrees to work with the Director of DPW, or designee, in order to determine any necessary adjustments to the maximum number of electric scooters within the City for the duration of the pilot.

4.2. Local Operations.

Bird shall have a locally based operations manager and provide name and contact information for said operations manager to the City within thirty (30) days after execution of this agreement.

4.3. Reporting and Data Sharing.

- 4.3.1. Aggregate customer demographic data that does not identify individual customers, payment methods, of their individual trip history, gathered by Bird shall be provided to the Director of DPW on at least a monthly basis using anonymized keys.

- 4.3.2. The following information shall be required on the first of each month throughout the duration of the pilot, or as directed by the Director of DPW:

4.3.2.1. Total downloads, active customers & repeat customer information;

4.3.2.2. List of reported parking complaints including: description, location of incident, description of Bird response, and response time;

4.3.2.3. Incidents of electric scooter theft and vandalism;

4.3.2.4. Electric scooter maintenance reports;

4.3.2.5. Complaints received by Bird;

4.3.2.6. Accident/crash information; and

4.3.2.7. Payment method information.

4.3.3. Customer information shall be made available to GBPD upon warrant or subpoena or otherwise required by law.

4.4. Submerged electric scooters.

Bird acknowledges that submerged electric scooters in the City waterways may result in the release of hazardous wastes into the environment. Bird also acknowledges that there is a prohibition of throwing or depositing litter in any body of water in a public place or elsewhere within the City Sec. 32-41 of the Code. If a Bird electric scooter is submerged in a City waterway, Bird shall commence removal and site restoration as is required in Sec. 16-115 of the Code. If Bird fails to comply with removal, the City may respond and cause removal and require reimbursement allowed under Sec. 32-6 of the Code or face a citation from the City, under Sec. 32-7

4.5. Relocation requests.

Bird shall respond to and relocate improperly parked or unused electric scooters within five (5) hours of notice between 6 a.m. and 10 p.m. Bird shall respond to and relocate improperly parked or unused electric scooters by 8 a.m. for notices received between 10 p.m. and 6 a.m.

4.6. Safety education.

Bird shall provide materials, videos, and signage to promote safe riding and educate riders on rider responsibilities and encourage safe and proper riding and parking as further described within this MOU.

4.7. Operation outside the City of Green Bay.

Bird shall be responsible for tracking the location of electric scooters to ensure that electric scooters are not operated outside the City. Upon notification of the operation or placement of an electric scooter outside the City, Bird shall commence relocation of the electric scooter back within City limits.

4.8. Equipment maintenance.

Bird shall regularly inspect and provide necessary maintenance to each electric scooter at least once per month. Upon notification of an unsafe or inoperable electric scooter, Bird shall remove said electric scooter within two (2) hours. Bird acknowledges that the City may impound electric scooters that are deemed unsafe or inoperable and not remedied in accordance with this provision.

Section 5. OPERATING REGULATIONS

5.1. Bird shall provide easily visible contact information for Bird's locally based operations manager, including toll-free phone number and e-mail address on each electric scooter for members of the public to make relocation requests or to report other issues with devices.

5.2. Safety Requirements.

5.2.1. Each electric scooter shall meet the requirements described in Sections 347.489 (1), 347.489 (2), and 347.489 (3) of the Wisconsin State Statutes.

5.2.2. The maximum motor-assist speed for electric scooters shall be 15 mph.

5.3. Electric scooter availability and hours of operation.

5.3.1. Bird, through its locally based operations manager, shall redistribute electric scooters to ensure electric scooters are distributed throughout the City. Bird agrees to work with the Director of DPW, or designee, in order to determine the safest and most efficient distribution of electric scooters throughout the City for the duration of the pilot. The parties acknowledge that Bird may utilize independent business logistics providers to facilitate local operations. Bird's use of these logistics providers does not constitute a transfer or assignment of this MOU, and Bird remains responsible for all obligations and requirements under this MOU.

5.3.2. Hours of operation.

Electric scooters shall be made available to rent twenty-four (24) hours per day, under appropriate environmental circumstances.

5.3.3. Winter operation.

Bird shall begin to remove electric scooters from use upon the onset of snow accumulation within the City, or as directed by Director of DPW, or designee.

5.4. Proper electric scooter use.

5.4.1. Electric scooters shall be operated and regulated in a similar manner as bicycles and may be operated on roadways, bike lanes, and bike paths, unless otherwise stated in State or City regulations and in accordance with the Code.

5.4.2. Electric scooters may not be operated on public sidewalks, any roadway, trail, path or property where a sign is erected indicating that bicycles and/or electric scooters are prohibited, Mason Street (Tilleman Bridge) from the intersection of Tenth Avenue to Jackson Street, or Ashland Avenue from the intersection of Ninth Street to third Street.

5.4.3. Electric scooters shall be operated on the right of street lanes and offer the right-of-way to bicycles in bike lanes and on bike paths.

5.4.4. Electric scooters shall not be operated by individuals under the age of 18.

5.4.5. Electric scooters shall not be operated within City-owned parking ramps.

5.5. Proper electric scooter parking.

- 5.5.1. Bird shall provide instructions for properly parking electric scooters to customers in easily understandable formats through multiple media types.
- 5.5.2. Bird shall keep the sidewalk free from obstructions to pedestrians by requiring customers to park electric scooters such that a walk space not less than five (5) feet wide shall at all times be kept open for pedestrians and shall not be parked on the main traveled portion of the sidewalk or against or adjacent to windows.
- 5.5.3. Electric scooters shall not be parked on a sidewalk having a width of less than five and one-half (5 ½) feet.
- 5.5.4. Electric scooters shall not be parked at the intersection of two or more streets between the points of curvature, measured along the curb.
- 5.5.5. On roadways without sidewalks, electric scooters may be parked in the roadway if the right-of-way and the pedestrian way are not obstructed.
- 5.5.6. Electric scooters shall not be parked on private property without the express consent of the owner.
- 5.5.7. Electric scooters shall not be parked within, or obstruct access to, parking spaces; transit stops, including bus stops, streetcar stops, shelters, and passenger waiting areas; entryways; driveways; or crosswalks.
- 5.5.8. All electric scooters shall be parked in an upright position with two (2) wheels making a point of contact with the ground and in such a manner as to not constitute a hazard to pedestrians, traffic, or property.

Section 6. INSURANCE REQUIREMENTS

Bird shall present to the City a Certificate of Insurance with coverage and minimum policy limits as follows:

- 1. General Liability - \$1,000,000.00 per occurrence, \$2,000,000.00 annual aggregate for bodily injury, personal injury and property damage.
- 2. Business Automobile Coverage
 - a. Minimum Limits - \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident.
 - b. Must cover liability for “Any Auto” – including Owned, Non-Owned and Hired Automobile Liability
- 3. Workers Compensation and Employers Liability
 - a. Must carry coverage for Statutory Workers Compensation and Employers Liability minimum limit of:

\$100,000 Each Accident
\$500,000 Disease Policy Limit
\$100,000 Disease – Each Employee

4. Waivers of Subrogation in favor of the City must be endorsed onto the Worker's Compensation, Commercial General Liability and Automobile Liability.
5. The insurance coverage required must be provided by an insurance carrier with "Best" rating of "A-VII" or better. All carriers shall be admitted carriers in the State of Wisconsin.
6. The City, its officials, employees, and agents shall be named as "Additional Insured" on all Liability Policies.
7. All insurance shall be primary to the Additional Insured and non-contributory to any other insurance, self-insurance or other similar protection available to the Additional Insured, whether other available coverage is primary, contributing or excess. This contract shall include an endorsement stating the following:

Written Notice of Cancellation or Non-Renewal shall be sent to the City no less than thirty (30) days prior to such cancellation or non-renewal at the following address:

City of Green Bay
Attn: Risk Management
100 North Jefferson Street
Green Bay, Wisconsin 54301

Said Certificate of Insurance shall be attached hereto and incorporated herein by reference.

Section 7. INDEMNIFICATION

Notwithstanding any references to the contrary in the application documents, Bird assumes full liability for all of its acts in the performance of this pilot. Bird will defend, save and indemnify and keep harmless the City against all damages, liabilities, judgments, costs and expenses which may be claimed or asserted by a third party against the City in consequence of or in any way relating to this pilot program, or which may result from any acts, errors, omissions, negligence or misconduct of Bird, or its agents, employees, customers or users, except to the extent arising out of or resulting from the City's sole negligence or willful misconduct. If judgment is recovered, whether in suits of law or in equity, against the City by reason of the negligence or misconduct of Bird, or its agents, employees, customers or users participating in this pilot, or utilizing Bird's equipment, Bird assumes full liability for such judgments not only as to the amount of damages, but also for the cost, attorney fees, or other expenses resulting there from. The City may tender the defense of any claim or action at law or in equity to Bird or its insurer, and upon such tender it shall be the duty of Bird or its insurer to defend such claim or action without cost or expense to the City or its officers, council members, agents, employees or authorized volunteers. Bird shall be entitled to have control over the defense and settlement of tendered lawsuits, including the selection of counsel; provided Bird may not settle any lawsuit on behalf of the City without the City's written consent that either (1) requires the City to admit liability, or (2) exceeds the limits of Bird's insurance policies. City shall cooperate in all reasonable respects with Bird and its attorneys in the defense or settlement of such lawsuit; provided, that the City shall be entitled to reasonably participate in the defense of such lawsuit and to employ its own counsel at its own expense to assist in the handling of such lawsuit.

Section 8. MISCELLANEOUS

8.1. Assignment.

Neither party shall assign nor transfer any interest or obligation in this MOU, whether by assignment or novation, without the prior written consent of the other party.

8.2. Notices, Records, Invoices, Billings and Reports.

- 8.2.1. All notices required to be sent by this MOU shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, with sufficient first class postage attached and addressed as follows, which shall be directly sent to the persons stipulated herein:

For the City:

Director of Public Works
City of Green Bay
100 North Jefferson Street
Green Bay, WI 54301

For Bird:

- 8.2.2. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time if not explicitly set forth within this MOU.

8.3. Payment.

The parties agree that no such payments shall be exchanged between the parties for participation in this pilot program.

8.4. No Waiver.

No failure to exercise, and no delay in exercising, any right, power or remedy, including payment, hereunder, on the part of the City shall operate as a waiver hereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

8.5. Construction of Agreement.

- 8.4.1. This MOU is intended to be solely between the parties hereto. No part of the MOU shall be construed to add, supplement, amend, abridge, or repeal existing rights, benefits or privileges of any third party or parties,

including but not limited to employee of either of the parties.

8.4.2. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling.

8.4.3. The entire agreement of the parties is contained herein and this MOU supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof.

8.5.4. If any provision of this MOU is determined by a court of record to be void or unenforceable, all remaining provisions shall continue to be valid and enforceable.

8.6. Public Records.

Bird understands that the City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this pilot are subject to and conditioned on the provisions of Wis. Stat. sec. 19.21 *et. seq.* Bird acknowledges that it is obligated to assist the City in retaining and producing records that are subject to the Wisconsin Public Records Law and that Bird must defend and hold the City harmless from liability to its fault under the law. Except as otherwise authorized, those records shall be maintained for a period of seven years. This provision shall survive termination of this MOU and the pilot itself.

IN WITNESS WHEREOF, the parties have executed this Agreement and its Schedules as of the day and date set forth above by their duly authorized officers.

BIRD RIDES, INC.

By:

Printed Name:

Date: _____

By:

Printed Name:

Date: _____

SIGNATURES CONTINUE ON THE FOLLOWING PAGE

CITY OF GREEN BAY

By:

Eric Genrich, Mayor

Date

By:

Celestine Jeffreys, Clerk

Date



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

MEETING DATE

June 23, 2021

PREPARED BY

AGENDA ITEM # E.2

Consideration with possible action on a General Ordinance 17-21 to create Section 40-139, Green Bay Municipal Code, relating to electric scooter regulations.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. DRAFT GO 17-21- Create 40-139 Electric Scooters

GENERAL ORDINANCE NO. 17-21

**AN ORDINANCE
CREATING SECTION 40-139,
GREEN BAY MUNICIPAL CODE
RELATING TO ELECTRIC SCOOTER REGULATIONS**

WHEREAS, Section 349.237 of the Wisconsin Statutes authorizes the governing body of any municipality, by ordinance, to regulate the rental and operation of Electric Scooters in a manner consistent with bicycle regulations; and

WHEREAS, the City of Green Bay has agreed to a pilot program to allow electric scooter usage in the city, however the agreement and the regulations included in it, are not enforceable or included in the Green Bay Municipal Code; and

WHEREAS, in order to create the safest possible situation for the operation of electric scooters in Green Bay, it is necessary to add protections to the Green Bay Municipal Code consistent with those applicable to bicycle operations and Section 349.237 of the Wisconsin Statutes including the prohibition of their operation on city sidewalks.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

SECTION 1. Section 40-139, Green Bay Municipal Code, is hereby created to read:

Sec. 40.139 Electric Scooter Regulations.

(a) *Defined.* Electric scooter means a device weighing less than 100 pounds that has handlebars and an electric motor, is powered solely by the electric motor and human power, and has a maximum speed of not more than 20 miles per hour on paved level surface when powered solely by the electric motor.

(b) *State laws applicable.* Every person using electric scooters upon a public roadway shall be subject to the provisions of all ordinances and state laws applicable to the operator of any vehicle, except those provisions with reference to the equipment of vehicles and those provisions that, by their nature, would have no application.

(c) *Where Prohibited.* No electric scooters shall be operated on any public sidewalks, any City-owned parking ramps, any roadway, trail, path or property where a sign is erected indicating that bicycles and/or electric scooters are prohibited. In addition no electric scooter shall be operated on the following streets under any circumstances:

- (1) Mason Street (Tilleman Bridge) from the intersection of Tenth Avenue to Jackson Street.

(2) Ashland Avenue from the intersection of Ninth Street to Third Street.

(d) *Riding on Roadway.*

(1) Every person using electric scooters upon a two-way public street shall ride as near as practicable to within five feet of the right curb or edge of the roadway, except when passing another vehicle or making a left-hand turn; and when riding in groups, users of electric scooters shall ride in single file, except on residential streets which are not divided by painted or other marked extra lines where they may ride two abreast. On one-way roads, the user may ride as near as practicable to within five feet of the left-hand curb or edge of the roadway.

(2) Persons using electric scooters shall not impede the normal movement of motor vehicle traffic.

(e) *Bicycle ways.* Operation of electric scooters shall be permitted on any ways, lanes, trails, paths or other property designated for the use and operation of bicycles.

(f) *Clinging to other vehicles.* No person using an electric scooter shall cling to or attach themselves or an electric scooter to any moving vehicle.

(g) *Contests with other vehicles; Stunt riding.* No person using an electric scooter shall participate in any race, speed or endurance contest with any other moving vehicle on a City roadway or practice any fancy or acrobatic riding or stunts while operating such electric scooter.

(h) *Observance of traffic regulations and speed limits.* Every person using electric scooters upon a public roadway shall obey all the instructions of official traffic-control devices, signs and signals applicable to vehicles and shall not operate an electric scooter at a speed greater than the speed limit.

(i) *Yielding to traffic.* The operator of a vehicle shall yield the right-of-way to a person using an electric scooter in the same manner as for bicyclists and pedestrians. When using an electric scooter, every person shall, upon entering a public roadway, yield the right-of-way to motor vehicles, except that a person using electric scooters shall be subject to the same regulations as bicyclists and pedestrians. Operators of electric scooters shall offer the right of way to bicycles in bike lanes and on bike paths.

(j) *Towing of persons, vehicles, trailers, prohibited.* The operator of an electric scooter shall not tow, drag, or caused to be drawn behind the electric scooter any coaster, sled, toy vehicle, person on in-line skates, trailer or any other type of conveyance.

(k) *Carrying of passengers.* No electric scooter shall be used to carry more persons at one time than the number for which it is designed and equipped.

(l) *Age limits.* No person less than eight years of age shall operate an electric scooter on City roadways, except that persons six and seven may operate an electric scooter on City roadways during daylight hours if accompanied by an adult also on an electric scooter. This subsection is intended to permit usage of electric scooters by families.

(m) *Headphones prohibited.* Operators of electric scooters shall not wear any headphones, earphones or earbuds covering or inserted into both ears while operating an electric scooter.

(n) *Equipment regulations; lamps and reflectors.* Every person using electric scooters between one-half hour after sunset and one-half hour before sunrise shall be equipped with a lamp firmly attached to the front of such electric scooter exhibiting a white light to the front, and with a reflector or a lamp mounted on the rear of the vehicle visible at a distance of 500 feet. The reflector shall not be less than three inches in diameter.

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

jib

062921



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

MEETING DATE

June 23, 2021

PREPARED BY

AGENDA ITEM # E.3

Consideration with possible action on granting easements to AT&T and other public utilities for installation and infrastructure work in the public right-of-way, specifically but not entirely in the area of Parkwood Drive, Fawn Lane, and Packerland Drive. (Ald. Brunette)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Ald. Brunette - Petitions and Communications Form



Alders' Petitions and Communications

Name:

Committee Name:

Today's Date:

Text of Communication:

Upon completing this form, please email it to the City Clerk.



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

MEETING DATE

June 23, 2021

PREPARED BY

AGENDA ITEM # E.4

Consideration with possible action on a request by Department of Public Works to establish limits for the determination of indigency as required under Section 34-42 (f), Green Bay Municipal Code.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Sec_34_42.____Deferment_of_special_assessments_for_indigent_persons_

Sec. 34-42. Deferment of special assessments for indigent persons.

- (a) *Deferment of special assessments.* Any special assessments levied against property owned by indigent persons may be deferred by the Council. Such deferment shall be granted only to owner-occupied, singly-family or duplex residential real estate. Such deferment shall be by resolution directing the City Treasurer to pay all or any portion of special assessments levied against such property.
- (b) *Copy of resolution to be filed with Register of Deeds for Brown County.* A copy of such resolution, with a statement of the amount and date paid and a description of the property, certified by the City Clerk, shall be recorded with the Register of Deeds for Brown County; the amount shall thereby become a lien upon such real property in favor of the City prior to any other lien than prior outstanding tax certificates or prior liens hereunder, for the amount paid, with legal interest, and shall be enforceable after transfer of title of the property by sale, inheritance or will, in the manner provided by law for the enforcement of mechanics' liens.
- (c) *Discharge of lien.* The owner of such property, or their heirs, personal representatives, or assigns may discharge such lien at any time by paying the amount of such lien with accrued interest to the City Treasurer, who shall execute a satisfaction in such form as may be recorded with the Register of Deeds for Brown County.
- (d) *Purchase of lien.* The holder of any subsequent lien may purchase such lien by payment of the amount thereof with accrued interest to the City Treasurer, who shall execute a proper assignment thereof to such payee; and on recording such assignment, such assignee shall have the same rights the assignor had.
- (e) *Transfer of title by sale, etc.* After transfer of title by sale, inheritance or will, or when the basis for indigency no longer exists, the special assessment shall be due and owing in full unless installment payments have been provided for according to Section 34-41(b).
- (f) *Limits for the determination of indigency.* The Council shall establish by resolution limits for the determination of indigency. Such limits shall include:
 - (1) Maximum combined annual income of husband, wife, and dependents.
 - (2) Maximum combined assets of husband, wife, and dependents.
- (g) *Subject to review.* Such income and asset figures shall be subject to periodic review and modification by the Council.
- (h) *Application.* Application for deferment shall be made to the Council upon an affidavit form provided by the City Clerk, verified by each applicant.
 - (1) The application shall list the relationships, ages, and employment statuses of the applicant and all dependents; a complete schedule setting forth all assets, liabilities, and income from all sources, including their own and both spouses and their dependents; and any other pertinent information which may assist the City to evaluate such application.
 - (2) The schedule of net worth and income set forth in subsection (h)(1) of this section shall be considered and treated as privileged information and shall not be made public without the applicant's consent.
- (i) *Notify clerk of increases.* The applicant shall notify the City Clerk when there is a material change in the assets and/or annual income increases above the limits described in subsection (f) of this section.
- (j) *Providing false or incomplete information.* If the applicant willfully provides false or incomplete information, or when the assets and/or annual income exceed the limits of subsection (f) of this section, the basis for indigency shall no longer exist and the special assessment shall become due and owing in full, unless installment payments have been provided for according to Section 34-41(b).

-
- (k) *Application reviewed by Improvement and Service Committee.* The application for deferment shall be reviewed by the Improvement and Service Committee, which shall make a recommendation to the Council.
 - (l) *Interest; deferment period.* Interest may be charged during the deferment period. The interest rate shall not, however, exceed the legal rate prescribed by Wisconsin Statutes.
 - (m) *Interest; installment payment period.* Interest may be charged during the installment payment period. The interest rate for all City building projects for unpaid special assessments shall be reviewed annually and shall be established and from time to time amended by resolution of the Common Council.

(Code 1984, § 9.42)



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

MEETING DATE

June 23, 2021

PREPARED BY

AGENDA ITEM # E.5

Consideration with possible action on a request by Department of Public Works regarding approval of the annual Compliance Maintenance Annual Report (CMAR) and resolution for the Wisconsin Department of Natural Resources (WDNR) sanitary sewer collection permit.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. CGB DRAFT eCMAR 6032021
2. 2020 eCMAR I-S Summary 6042021

Compliance Maintenance Annual Report

Green Bay Sewage Collection System

Last Updated: Reporting For:
6/4/2021 **2020**

Financial Management

1. Provider of Financial Information

Name:

Matthew R Heckenlaible

Telephone:

(920 448-3100

(XXX) XXX-XXXX

E-Mail Address
(optional):

Matt.Heckenlaible@greenbaywi.gov

2. Treatment Works Operating Revenues

2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?

● Yes (0 points) ☐

○ No (40 points)

If No, please explain:

2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?
Year:

2020

● 0-2 years ago (0 points) ☐

○ 3 or more years ago (20 points) ☐

○ N/A (private facility)

2.3 Did you have a special account (e.g., CFWP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?

● Yes (0 points)

○ No (40 points)

0

REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]

3. Equipment Replacement Funds

3.1 When was the Equipment Replacement Fund last reviewed and/or revised?

Year:

2020

● 1-2 years ago (0 points) ☐

○ 3 or more years ago (20 points) ☐

○ N/A

If N/A, please explain:

3.2 Equipment Replacement Fund Activity

3.2.1 Ending Balance Reported on Last Year's CMAR

\$ 2,180,225.53

3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)

+

\$ 0.00

3.2.3 Adjusted January 1st Beginning Balance

\$ 2,180,225.53

3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)

+

\$ 799,320.00

Compliance Maintenance Annual Report

Green Bay Sewage Collection System

Last Updated: Reporting For:
6/4/2021 2020

3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*)

- \$ 134,837.65

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 2,844,707.88

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

Replacement of CCTV equipment and truck which now includes lateral inspection camera, replacement of several utility vehicles, 8-inch dewatering pump and other miscellaneous equipment.

3.3 What amount should be in your Replacement Fund? \$ 2,844,707.88

Please note: If you had a CWFP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

● Yes

○ No

If No, please explain.

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

● Yes - If Yes, please provide major project information, if not already listed below. ☐ ☐

○ No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Hinkle Steet Reconstruction (Larsen to W Mason)	250000	2013
2	Harvey Street Reconstruction (Jackson to Webster)	150000	2014
3	Grandview Estates Subdivision Collection System - Phase I	500000	2020
4	Bradley Estates Sub'd	160000	2020
5	Superior Heights Sub'd	260000	2020
6	Annual Rehabilitation and Reconstruction Contracts	1100000	2021
7	Annual Repair, Reconstruction and Rehabilitation Contracts	850000	2021
8	Contract Annual Sewer Cleaning & CCTV	666000	2021
9	Gray Street Reconstruction	500000	2021
10	Country Club Road Reconstruction	500000	2023
11	Jackson Street Reconstruction	900,000	2021

5. Financial Management General Comments

N/C

ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

Compliance Maintenance Annual Report

Green Bay Sewage Collection System

Last Updated: Reporting For:
6/4/2021 2020

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations:

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	9,988	
February	7,362	
March	7,145	
April	3,651	
May	7,936	
June	7,332	
July	6,665	
August	7,412	
September	5,399	
October	5,683	
November	6,769	
December	7,441	
Total	82,783	0
Average	6,899	0

6.1.2 Comments:

6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- ☐ Comminution or Screening
- ☒ Extended Shaft Pumps
- ☐ Flow Metering and Recording
- ☐ Pneumatic Pumping
- ☒ SCADA System
- ☒ Self-Priming Pumps
- ☒ Submersible Pumps
- ☒ Variable Speed Drives
- ☐ Other:

6.2.2 Comments:

6.3 Has an Energy Study been performed for your pump/lift stations?

☒ No

☐ Yes

Year:

By Whom:

Compliance Maintenance Annual Report

Green Bay Sewage Collection System

Last Updated: Reporting For:
6/4/2021 **2020**

Describe and Comment:

6.4 Future Energy Related Equipment

6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?

Attempt to locate, detect and reduce I/I which will reduce the amount of pumping in selecting areas especially during wet weather events / periods.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Green Bay Sewage Collection System

Last Updated: Reporting For:
6/4/2021 2020

Sanitary Sewer Collection Systems

1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

- ☒ Yes
- ☐ No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

- ☒ Yes
- ☐ No (30 points)
- ☐ N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

- ☒ Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

1. Review, modify and continue implementation of the current CMOM (2020)
2. Continue with the development of written operating procedures (SOPs) primarily within DPW-Engineering and Sewer Operations Sections.
3. Review and modify existing SOPs that during implementation and training need to be changed.
4. Continue to fill vacant Utility Section positions due to retirements, advancement by staff and staff opting to take other positions elsewhere, and newly created positions.
5. Continue to strive for zero (0) basement back-up complaints that originate from the City's sewer system.
6. Determine significant sources of Inflow & Infiltration (I/I).

Did you accomplish them?

- ☐ Yes
- ☒ No

If No, explain:

1. training to properly implement. The City views this as an on-going goal and task.
2. The City continues to develop, review, modify and train and implement SOPs. This is an on-going goal / task.
3. The City continue to go through normal recruitment practices when vacancies arise within DPW-Utility Section (Sewers & Engineering).
4. The City continues to see a relatively low number of basement back-ups and is for the most part keeping them in check with regular maintenance.

- ☒ Organization [NR 210.23 (4) (b)] ☐

Does this chapter of your CMOM include:

- ☒ Organizational structure and positions (eg. organizational chart and position descriptions)
- ☒ Internal and external lines of communication responsibilities
- ☒ Person(s) responsible for reporting overflow events to the department and the public

- ☒ Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

Chapter 21-Utilities; Chapter 16-Plumbing

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 2020-12-15

Compliance Maintenance Annual Report

Green Bay Sewage Collection System

Last Updated: Reporting For:
6/4/2021 2020

Does your sewer use ordinance or other legally binding document address the following:

- ☒ Private property inflow and infiltration
- ☒ New sewer and building sewer design, construction, installation, testing and inspection
- ☒ Rehabilitated sewer and lift station installation, testing and inspection
- ☒ Sewage flows satellite system and large private users are monitored and controlled, as necessary
- ☒ Fat, oil and grease control
- ☒ Enforcement procedures for sewer use non-compliance

☒ Operation and Maintenance [NR 210.23 (4) (d)]

Does your operation and maintenance program and equipment include the following:

- ☒ Equipment and replacement part inventories
- ☒ Up-to-date sewer system map
- ☒ A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation
- ☒ A description of routine operation and maintenance activities (see question 2 below)
- ☐ Capacity assessment program
- ☒ Basement back assessment and correction
- ☒ Regular O&M training

☒ Design and Performance Provisions [NR 210.23 (4) (e)] ☐ ☐

What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?

- ☒ State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
- ☒ Construction, Inspection, and Testing
- ☐ Others:

0

☒ Overflow Emergency Response Plan [NR 210.23 (4) (f)] ☐ ☐

Does your emergency response capability include:

- ☒ Responsible personnel communication procedures
- ☒ Response order, timing and clean-up
- ☒ Public notification protocols
- ☒ Training
- ☐ Emergency operation protocols and implementation procedures

☒ Annual Self-Auditing of your CMOM Program [NR 210.23 (5)] ☐ ☐

☐ Special Studies Last Year (check only those that apply):

- ☐ Infiltration/Inflow (I/I) Analysis
- ☐ Sewer System Evaluation Survey (SSES)
- ☐ Sewer Evaluation and Capacity Management Plan (SECAP)
- ☐ Lift Station Evaluation Report
- ☐ Others:

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	55.4	% of system/year
Root removal	0	% of system/year
Flow monitoring	0	% of system/year
Smoke testing	0	% of system/year

Compliance Maintenance Annual Report

Green Bay Sewage Collection System

Last Updated: Reporting For:
6/4/2021 **2020**

Sewer line televising	19.6	% of system/year
Manhole inspections	30.2	% of system/year
Lift station O&M	4	# per L.S./year
Manhole rehabilitation	.64	% of manholes rehabbed
Mainline rehabilitation	.86	% of sewer lines rehabbed
Private sewer inspections	0	% of system/year
Private sewer I/I removal	0	% of private services
River or water crossings	0	% of pipe crossings evaluated or maintained

Please include additional comments about your sanitary sewer collection system below:

The City continuously monitors with SmartCovers, and at a minimum, bi-annually cleans a pairs of inverted siphons that cross under the East River. In the winter of 2020, the City removed a pair of inverted siphons that cross under the East River at East Mason Street. All other river/waterway crossings are inspected or maintained on a rotating basis within a three (3) year schedule.

3. Performance Indicators

3.1 Provide the following collection system and flow information for the past year.

34.01	Total actual amount of precipitation last year in inches
29.52	Annual average precipitation (for your location)
465.97	Miles of sanitary sewer
13	Number of lift stations
0	Number of lift station failures
1	Number of sewer pipe failures
18	Number of basement backup occurrences
192	Number of complaints
17.4	Average daily flow in MGD (if available)
750.008	Peak monthly flow in MGD (if available)
0	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

0.00	Lift station failures (failures/year)
0.00	Sewer pipe failures (pipe failures/sewer mile/yr)
0.00	Sanitary sewer overflows (number/sewer mile/yr)
0.04	Basement backups (number/sewer mile)
0.41	Complaints (number/sewer mile)
43.1	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
0.0	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

Compliance Maintenance Annual Report

Green Bay Sewage Collection System

Last Updated: Reporting For:
6/4/2021 **2020**

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED **

Date	Location	Cause	Estimated Volume
None reported			

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

- ☒ Yes
- ☐ No

If Yes, please describe:

The City continues to be cognizant of inflow and infiltration (I/I) in the past several years due to basement back-up complaints that arise during or shortly after significant and/or sustained precipitation events. The City has dollars available for consultant service to assist in developing a sewer system model to better assess I/I. (2021 City has purchased modeling software to review capacity and I/I impacts)

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

- ☒ Yes
- ☐ No

If Yes, please describe:

The City continues to be cognizant of inflow and infiltration (I/I) in the past several years due to basement back-up complaints that arise during or shortly after significant and/or sustained precipitation events. The City has dollars available for consultant service to assist in developing a sewer system model to better assess I/I. (2021 City has purchased modeling software to review capacity and I/I impacts)

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:

The City continues to be cognizant of inflow and infiltration (I/I) in the past several years due to basement back-up complaints that arise during or shortly after significant and/or sustained precipitation events. There were no documented I/I performance related instances in 2020 due to normal precipitation events.

5.4 What is being done to address infiltration/inflow in your collection system?

The City has been installing cured in place pipe (CIPP) liners and inject chemical grout into mainline and manhole joints to aid in the reduction of I/I. In late 2016, the City acquired SmartCovers to monitor flow elevations within portions of our sanitary sewer system and track any indication of increased flows during and after precipitation events. The City has budgeted in the past several years to acquire additional SmartCovers to continue to narrow down suspected areas that may contribute to I/I within our sanitary sewer system.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Green Bay Sewage Collection System

Last Updated: Reporting For:
6/4/2021 2020

Grading Summary

WPDES No: 0047341

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			4	16
GRADE POINT AVERAGE (GPA) = 4.00				

Notes:

A = Voluntary Range (Response Optional)

B = Voluntary Range (Response Optional)

C = Recommendation Range (Response Required)

D = Action Range (Response Required)

F = Action Range (Response Required)

Compliance Maintenance Annual Report

Green Bay Sewage Collection System

Last Updated: Reporting For:
6/4/2021 2020

Resolution or Owner's Statement

Name of Governing
Body or Owner:

City of Green Bay

Date of Resolution or
Action Taken:

2021-06-03

Resolution Number:

WDNR

Date of Submittal:

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Financial Management: Grade = A

The City will continue to review and implement written policies, procedures and CMOM documents to aid in better understanding financial constraints that exist in order to better operate, manage and maintain the City's sanitary sewer system.

Review the Energy Usage within the sanitary sewer system and better determine if there are additional cost savings that can be considered in years to come like I/I reduction.

Collection Systems: Grade = A

(Regardless of grade, response required for Collection Systems if SSOs were reported)

The City will continue to audit and implement our CMOM program on an annual basis. Within the CMOM, tasks, goals will be continually created, reviewed and up-dated to continue the CMOM to evolve to be the important resource to effectively manage and maintain the City's sanitary sewer collection system.

To continue to strive a Fat, Oil, Grease (FOG) program that will assist in reducing FOG from entering the sanitary sewer collection system which will reduce unnecessary preventative maintenance. A FOG Inspector was budgeted for and hired in 2020.

The City has augmented its portable by-pass pumping arsenal by acquiring an 8-inch pump that will aid dealing with storm water flooding conditions as well as IF large diameter sanitary sewers should happen to plug or fail again similar to September of 2019. The aging large diameter sewer that had failed in 2019 has since been CIPP'd and one of the pairs of inverted siphons that flowed under the East River has been abandon and relocated to discharge into the NEWWater Interceptor system prior to crossing the East River.

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS

(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

G.P.A. = 4.00

The City will continue to audit and implement our CMOM program as required by EPA and WDNR. The goal is to better manage and maintain the City's sanitary sewer infrastructure in the most economical fashion possible while providing a high quality of service and minimize infrastructure back-ups.



DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

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

INTER-OFFICE
MEMO

TO: Improvement & Services Committee
Steven Grenier – Director of Public Works

FROM: Matthew Heckenlaible – Utility Manager

SUBJECT: Compliance Maintenance Annual Report
Executive Summary

DATE: June 4, 2021

C: James Brunette – Assistant Director of Public Works

Sanitary Sewer System Background

Each year the Department of Public Works is required to submit a report to the Wisconsin Department of Natural Resources (WDNR) as to the status of the City's sanitary sewer collection system. This is done through the Compliance Maintenance Annual Report (eCMAR).

The CMAR is broken into two (2) sections to be evaluated, Financial Management and the Sanitary Sewer Collection Systems.

The Financial Management section is inquiring whether or not we have ample revenue to meet expenditures and if we are planning for capital projects / costs. In 2017, the Wisconsin Office of Energy Innovation in conjunction with the WDNR, added a subsection pertaining to Energy Efficiency and Use. The Office of Energy has been obtaining energy usage data from potable water systems for years and are somewhat aware that in a time of energy needs what it would take to keep potable water systems operational, but they have very little appreciable data on what energy needs are associated with waste water treatment plants and collection systems. The Office of Energy and WDNR will be requesting this information to also aid entities to track their own energy usage and determine if there are any deficiencies to lift stations or similar mechanisms could be improved thereby saving municipalities money. In 2020, the City again was in favorable standing receiving an "A" rating for this section.

The Sanitary Sewer Collection System section inquires about the various components of a CMOM (Capacity, Management, Operations & Maintenance) program along with the maintenance performed within our collection system and the number of sanitary sewer related complaints and back-ups. The City had an EPA mandate to develop and implement a CMOM in July of 2013. The WDNR mandated that all collection and treatment facilities of a CMOM in place and begin implementing by August 1, 2016 as was noted in the CMAR presentation at the June 2016 Improvement and Service Committee meeting. In 2014, the City submitted a draft copy of the CMOM to EPA for review and consideration. EPA submitted comments back to the City and revisions were made to the initial draft document. In 2015, the City began formalizing a CMOM and began implementing various components that were ready. The CMOM program is a living document that is reviewed, revised, trained upon and



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

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

**INTER-OFFICE
MEMO**

implemented on an annual basis. With existing programs that are in place, we were able to achieve a favorable standing in 2020 receiving an “A” rating for this section.

Year	Financial Rating	Sewer System Rating	Overall Rating	% System Cleaning	% System Televised	Total No. of Sewer Complaints	Back-ups from City Main	SSOs
2006	A	A	A	33.53*	3.19	323	207	0
2007	A	A	A	30.6*	3.2	332	249	0
2008	A	A	A	29.3*	2.9	364	239	0
2009	A	C	C+	8.85	3.5	359	267	2
2010	A	A	A	11.37	2.4	317	238	0
2011	A	A	A	24.75	10.59	299	72	0
2012	A	A	A	19.5	9.7	281	57	0
2013	A	A	A	43	19.4	272	43	0
2014	A	A	A	31.2	34.9	321	25	0
2015	A	A	A	31.03	16.04	248	42	0
2016	A	A	A	38.06	16.44	178	13	0
2017	A	A	A	61.9	16.1	174	11	0
2018	A	A	A	71.6	25.9	214	6**	0
2019	A	A	A	58.1	25.0	182	7**	1
2020	A	A	A	55.4	19.6	192	6**	0

* Double counting of footages

** Excluded complaints due to flooding, contractor damage, water main break (2020)

2 – Due to Contractor damage

8 – Due to water main break damage

2 – Due to surcharging of sanitary mains due to excessive rain events

Action Necessary

The Department of Public Works is requesting the Improvement & Service Committee and Common Council to adopt the Resolution Approving the Wisconsin Department of Natural Resources NR-208 Compliance Maintenance Annual Report and authorize the Mayor and City Clerk to execute the resolution and allow the Director of Public Works to forward these document to WDNR.



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

MEETING DATE

June 23, 2021

PREPARED BY

AGENDA ITEM # E.6

Consideration with possible action on a request by Department of Public Works to enter into a County/Municipal Agreement for safety improvements at the intersection of West Mason Street and Packerland Drive.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. BCMA EB-4I

Brown County

MUNICIPAL PROJECT AGREEMENT

Project ID #: EB-41

Municipality: City of Green Bay

Highway: CTH EB
SW High School
Entrance to 360' North
of West Mason St.

Construction Year: 2024

Limits: Frontage Road

Length: 0.41 miles

Federal/State Funds: ☒ No ☐ Yes – Attached State Municipal Agreement between WisDOT & Brown County is a part of this agreement.

1.0 GENERAL

The signatory, City of Green Bay (Municipality), through its undersigned duly authorized officers or officials, hereby requests the Brown County Public Works Department (County) to initiate and effect the proposed improvement (Project) hereinafter described.

The authority for the County to enter into agreements with the Municipality is extended by Section 83.035 of Wisconsin State Statutes. The authority for the Highway Commissioner to enter into contracts with municipalities within Brown County is from Section 6.10 of the Brown County Code of Ordinances.

2.0 CITIES

Section 83.05(1) of Wisconsin State Statutes states:

83.05 Improving streets over 18 feet wide. (1) When a portion of the system of county aid highways in any city is to be improved, and the funds from the city and county are available therefor, the city may determine that the roadways shall be paved to a greater width than 18 feet. If it so decides, the city may determine the type of improvement, the width, and all other features of the construction, subject to the approval of the county highway committee. And said committee shall fix the amount per linear foot of the improvement to be paid by the county. The city shall then improve the street in the manner provided generally for making street improvements. The work shall be done under the supervision of the city, but subject to the inspection of the county highway commissioner.

When a portion of county highway in a city is to be improved, the City has a choice in how it wants enter into agreement with the County.

2.1 The City follows State Statute 83.05. The City then would determine the type of improvement, the width, and all other features of the construction subject to the approval of the Highway Commissioner.* The City determines if any acquisition of land is required as a result of the design (the City prepares the right-of-way plat), and pays for the cost of the right-of-way acquisition (since the amount of land to be acquired is determined by the municipality as a function of their design of the roadway). The County acquires the land per section 83.07 and 83.08 of the Wisconsin statutes.

* Per Wis. Stat. §83.015(2)(b), the county highway commissioner shall have the administrative powers and duties prescribed for the county highway committee under 83.05(1).

The County will then likewise follow state statutes in terms of the cost sharing per Wis. Stat. §83.05(2) which states:

83.05(2) *Upon the completion of the work the county's share of the cost shall be paid to the contractor as though the county had been an immediate party to the contract. Unless specifically authorized by the county, the payment by the county shall not exceed the cost of 22 feet of the width of the pavement, as well as a portion of the costs of grading, draining, and appertaining structures. The balance of the expense of the improvement shall be borne by the city, and shall be provided in the manner in which expense of street improvement is ordinarily met. Assessments of benefits may be made by the city against abutting property in the manner provided where the improvement is done solely at the expense of the city, but such assessments of benefits shall not exceed the difference between the cost of the improvement and the amount contributed thereto by the county.*

2.2 The City yields their statutory authority and enters into an agreement with the County per the County's municipal project agreement policy. In coordination and agreement with the City, the County will determine the type of improvement, the width, and all other features of the construction, with the County having final decision making authority on project specifics. The County and City will follow Attachment #1 for project specific eligible and non-eligible project costs.

For this Agreement the City and County agree to follow:

- ☐ Section 2.1
- ☒ Section 2.2

3.0 VILLAGES AND TOWNS

3.1 The Village or Town enters into an agreement with the County per the County's municipal project agreement policy. In coordination and agreement with the Village or Town, the County will determine the type of improvement, the width, and all other features of the construction, with the County having final decision making authority on project specifics. The County and Village or Town will follow Attachment #1 for project specific eligible and non-eligible project costs.

3.2 The Village or Town petitions to follow section 2.1 of this policy. A village or town may petition the Highway Commissioner to allow the village or town to follow section 2.1 of this policy for urban or proposed urban areas.

For this Agreement the Village or Town and County agree to follow:

- ☐ Section 3.1
- ☐ Section 3.2

4.0 PROJECT SUMMARY

1. Reason for Project (existing facility)

The frontage road intersections at Mason Street and Packerland Avenue have a long history of serious crashes. There is only 56' clear distance between the frontage roads and Mason Street. The Wisconsin DOT assisted us in analyzing the crash history at these frontage roads. The south frontage road especially has seen too many left turn angle crashes. See Attachment #2 for more information.



2. Proposed Improvement (nature and scope of work)

The proposed improvement is as follows:

- Add raised medians to eliminate left turn movements at the frontage roads.
- Add an access point to the south frontage road from Mason Street allowing EB right in, right out onto EB Mason, and WB left to the south frontage road.
- Add a roundabout at Trojan Drive.
- Modify the access along Packerland at the Southwest High School entrances to better accommodate SB left turns into the high school and right turn only exits to the new roundabout at Trojan Drive.

These access control improvements will greatly improve the safety and mobility of the traveling public along this corridor. See Attachment #2 for conceptual layouts.

5.0 PROJECT FUNDING

5.1 Estimated Project Cost and Cost Sharing

The following project cost breakdown is an estimate only. An administrative overhead fee will be applied to the project according to the current statewide overhead rate. For estimating purposes a 5% administration fee is used.

ITEM	ESTIMATED COST	COUNTY FUNDS	CITY FUNDS
ENGINEERING & DESIGN (2022):			
Plan Design	\$100,000	\$50,000	\$50,000
Engineering Subtotal	\$100,000	\$50,000	\$50,000
RIGHT-OF-WAY ACQUISITION (2023):			
Acquisition	\$100,000	\$50,000	\$50,000
Right-of-way Subtotal	\$100,000	\$50,000	\$50,000
ROAD CONSTRUCTION (2024):			
Eligible (Participating)	\$1,500,000	\$750,000	\$750,000
Non-Eligible (Non-Participating)	\$0	\$0	\$0
Road Construction Subtotal	\$1,500,000	\$750,000	\$750,000
PROJECT SUBTOTAL:	\$1,700,000	\$850,000	\$850,000
5% ADMINISTRATIVE OVERHEAD:	\$85,000	\$42,500	\$42,500
TOTAL PROJECT COST:	\$1,785,000	\$892,500	\$892,500

5.2 Cost Sharing & Billing

As work progresses, the Municipality will be billed for their local share of eligible project cost and 100% of the non-eligible cost. The statewide administrative rate will be applied to the project costs. Upon completion of the project, a final audit will be made to determine the final division of costs.

If the County requests the Municipality takes lead on a project – design, bidding, construction administration, etc., then the Municipality may charge an administrative rate to the County at the current statewide overhead rate.

5.3 Project Termination

If the Municipality should withdraw from the project, for any reason, it will reimburse the County for any costs incurred by the County on behalf of the project. If the County should withdraw from the project, for any reason, it will reimburse the Municipality for any costs incurred by the Municipality on behalf of the project.

6.0 MAINTENANCE RESPONSIBILITIES AND JURISIDICITION

6.1 Maintenance

Section 83.025 of the Wisconsin Statutes governs the maintenance of county highways, specifically:

- 83.025(2) Width of highway maintained by the County includes every way open to the use of the public as a matter of right for the purposes of vehicular travel, including the shoulder. In an urban area this would include the curb and gutter.
- 83.025(2) Maintenance of a county highway through a municipality includes those measures and activities necessary to preserve the highway, as nearly as possible, in the condition of its construction including:
 - Shoulder maintenance
 - Ditch Maintenance
 - Pavement marking
 - Signing
 - Crack sealing
 - Asphalt patching
 - Concrete pavement repair
 - Asphalt resurfacing
 - Curb and gutter repair
 - Emergency repairs of storm sewer manhole and inlet casting/pavement as requested by the municipality to be charged back to the municipality
 - Street sweeping
 - Application of protective coatings (bridges)
 - Guard rail
 - Removal, treatment and sanding/salting of ice
 - Removal and control of snow
 - Interim repair of highway surfaces and adjacent structures
 - Center median mowing (performed only for visibility purposes)
 - Traffic signal operation

Items that are placed at the discretion of the municipality are the responsibility of the municipality to maintain, including:

- Street lighting
- Interim sidewalk repair
- Pavement marking associated with sidewalks (crosswalks)
- Off street bike paths
- Sanitary sewer
- Interim storm sewer repair including manhole and inlet castings
- Water mains
- Other municipal utilities
- Mowing behind the curb line (terrace area)
- Center median mowing (performed for aesthetic purposes)
- Snow and ice removal on sidewalks and/or bike paths
- Roundabout center island landscaping
- Storm water devices (ponds, infiltration areas, etc. – anything other than a ditch)
- Trees, shrubs, and other landscaping behind the curb line (in terrace area)

Neither of these maintenance lists is intended to be 'all inclusive', but, rather to demonstrate measures and activities necessary to preserving a highway defined as that portion of the roadway open to the public as a matter of right for the purposes of vehicular travel, including the shoulder and/or curb and gutter.

6.2 Jurisdiction

Note: Jurisdictional transfers require resolutions from both the Municipality and County Board to become effective. If a roadway is noted to be transferred, it indicates an agreement in principal to pursue the transfer contingent upon both the Municipality and County approving the necessary resolutions.

☐ New County highway segment to be maintained by the County.

☒ Existing County highway segment to be maintained by the County.

☐ Existing Municipal street to be jurisdictionally transferred to the County:

Transfer Date: _____ Miles: _____
Highway Name: _____ From _____ To _____

☐ Existing County highway to be jurisdictionally transferred to the Municipality:

Transfer Date: _____ Miles: _____
Highway Name: _____ From _____ To _____

☐ Jurisdictional transfer of other County highways within the Municipality, from the County to the Municipality as listed below:

Street: _____ Miles: _____
Location: _____ Transfer Date: _____

7.0 AUTHORIZATION

This request is made by the undersigned proper authority to make such request for the designated Municipality, and upon acceptance by the County, shall constitute agreement between the Municipality and the County.

FOR THE MUNICIPALITY:

Name & Title

Date

FOR THE COUNTY:

Paul Fontecchio, Director
Brown County Public Works Department

Date

ATTACHEMENT 1:

MUNICIPAL PROJECT AGREEMENT COST SHARE POLICY

Brown County Public Works follows state law as found in Trans 205 for County Trunk Highway Standards or the Wisconsin Department of Transportation's Facility Design Manual (FDM) for the design, maintenance, and improvements of county trunk highways.

PROJECT TYPE	BROWN COUNTY	MUNICIPALITY
Asphalt Reconditioning: <i>Reconditioning is defined as a maintenance level activity involving the reclaiming of the existing pavement and/or base course, replacement of the pavement in generally the same alignment (vertical and horizontal).</i> A. Reclaim of existing pavement & base course B. Paving of up to 4.5" asphaltic pavement C. Curb & gutter replacement (spot repairs as part of reconditioning). D. Curb & gutter replacement (larger areas of repairs as agreed to by the Municipality and County). E. Curb & gutter replacement for Municipal utility work.	100% 100% 100% 50% 0%	0% 0% 0% 50% 100%
Roadway Reconstruction: <i>Reconstruction is defined as the total rebuilding of an existing highway including pavement and base replacement, excavation below subgrade, drainage, transportation related appurtenances, roadway realignment, widening, and/or converting a rural roadway to an urban roadway.</i> A. Urban Reconstruction: New concrete curb & gutter, storm sewer, asphalt or concrete pavement (see eligible project costs). B. Rural Reconstruction: Reconstruction of existing 2-lane roadway, no additional travel lanes. C. Rural Reconstruction: Reconstruction and widening of existing 2-lane roadway, travel lane addition, including 3-lane with center-shared, left-turn, or 4-lane divided or undivided roadway (see eligible project costs).	50% 100% 50%	50% 0% 50%
New Roadway Construction:	50%	50%
Bridge Construction/Reconstruction: A. Part of Roadway Reconstruction A & C above. B. Town Bridge Replacement. Note: Funding utilizes the County Bridge fund which is a 50/50 matching fund with the Municipality. C. County Bridge Replacement.	50% 50% 100%	50% 50% 0%

Eligible Project Costs:
County eligible construction project funding will be limited to participation in the costs of the following items as specified in the estimate summary:
A. Design engineering and all necessary environmental and wetland assessment investigations as required by the Wisconsin Department of Natural Resources and/or the U.S. Army Corps of Engineers.
B. Right-of-way acquisition cost, including the cost of the right-of-way plat development, property appraisals, acquisition negotiations, legal costs and relocation expenses and fees for limited construction easements, and compensable utility relocation costs.
C. Wetland replacement mitigation.
D. Storm water devices (ponds, infiltration areas, etc.) required for the project (prorated to 50% of the costs required for the roadway work).
E. Construction engineering related to inspection, supervision, and administration of the actual construction work.
F. Street grading, base, pavement, curb & gutter, drainage structures, bridges, intersection channelization & turning lanes, 15-foot wide concrete outside curb lanes, 14-foot wide asphalt outside curb lane, and driveway aprons.
G. Installation of main line storm sewer trunk lines & laterals, 12-inch diameter or greater. Storm sewer inlets, manholes, and catch basins necessary to accommodate street surface water drainage.
H. In accordance with the Brown County Bicycle and Pedestrian Plan, Brown County will share the costs of the following: 1. Concrete sidewalk replacement or new sidewalk construction – the County will participate in the costs for one (1) side of the roadway for sidewalk up to 5' in width for a concrete sidewalk except for areas of municipal utility cuts which are the responsibility of the municipality. 2. Multi-use bicycle/pedestrian asphaltic path or on-street bike lanes - the County will participate in the costs for either one off-street multi-use bicycle/pedestrian path up to 10' in width or on-street bike lanes in accordance with FDM 11-46 Figure 15.1, but not both.
I. Signing and pavement marking, including detour routes, installation of traffic signal conduit and traffic signals meeting signal warrants.
J. Erosion control devices required per Wisconsin DNR standards.
K. Retaining walls required for the Project.
L. Roundabout intersections that meet traffic signal warrants including street lighting, standard WisDOT colored concrete, and signs.
M. Landscaping including salvaged topsoil, seeding, fertilizing, and mulch.

Non-eligible Project Costs:
Work necessary to complete the Project to be financed entirely by the Municipality or other utility or facility owner includes the following items:
A. New installation of, or alteration of, sanitary sewers and connections, water, gas, electric, telephone, fire or police alarm facilities, parking meters, street lighting and similar utilities.
B. Traffic signals or roundabouts not meeting signal warrants, as specified by the Manual of Uniform Traffic Control Devices (MUTCD).
C. Concrete sidewalks or bicycle/pedestrian off-street trails not constructed as part of reconstruction or new construction projects.
D. Any allowed parking stalls.
E. Storm water devices (ponds, swales, etc.) not required for the project (regional storm water pond for example). The Municipality will own and maintain regional storm water devices, including if the device is partially used for the Project.
F. Trees, shrubs, and other landscaping along the roadway or at roundabouts after location approval by Brown County.
G. Decorative features (lighting, signs, railing, etc.) above standard baseline costs.

Attachment #2

CTH EB (Packerland Drive) & STH 54 (Mason Street)

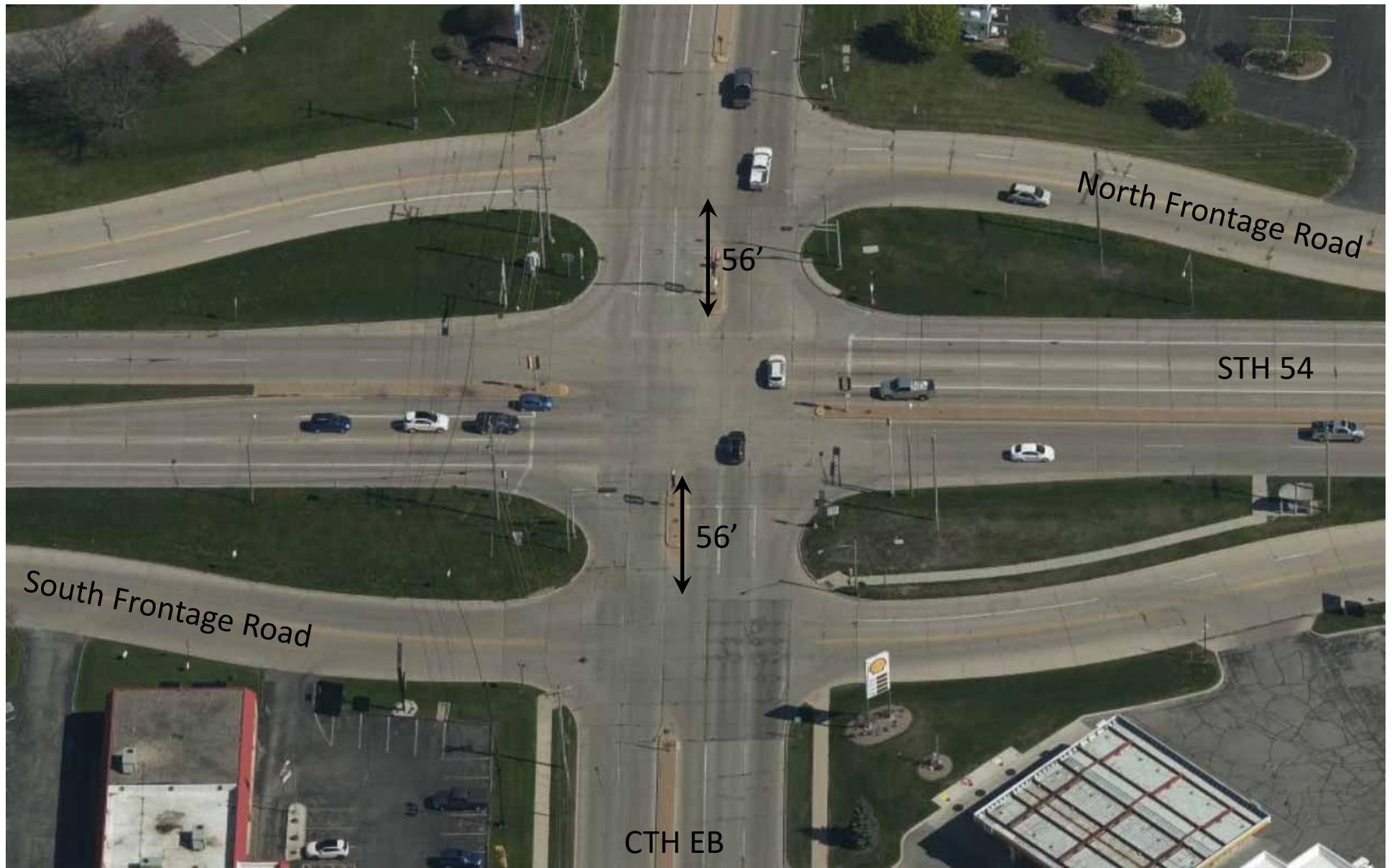
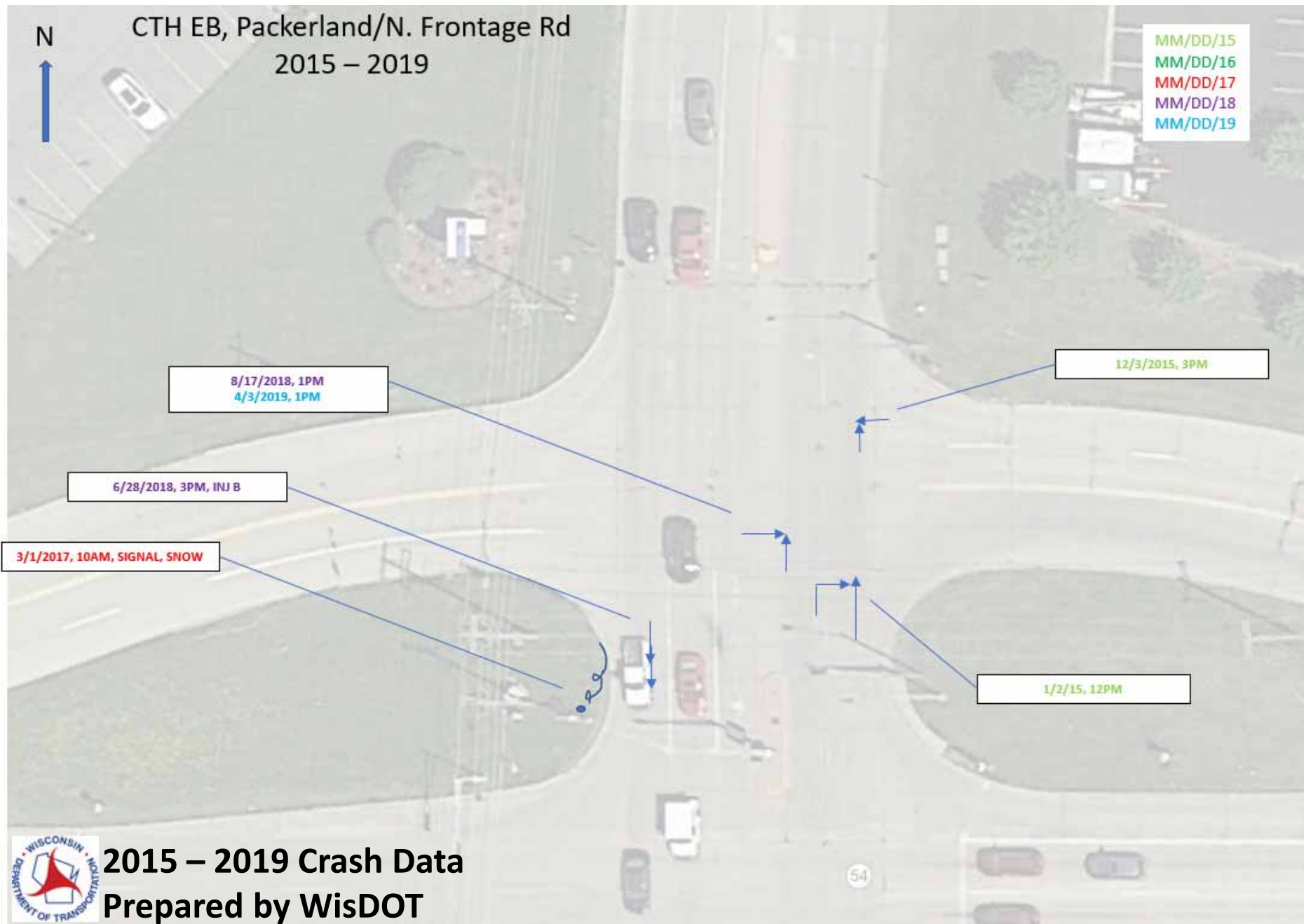


Photo from Bing Maps



CTH EB, Packerland/S. Frontage Rd 2015 – 2019

MM/DD/15
MM/DD/16
MM/DD/17
MM/DD/18
MM/DD/19



5/9/2017, 11AM, INJ B

6/9/15, 4PM , PED

10/7/15, 4PM, INJ C
9/15/2017, 11AM, INJ C
10/21/2017, 7PM, INJ C
9/19/2018, 7PM, RAIN INJ C
11/2/2018, 12PM
9/20/2019, 7PM, INJ A, MC

11/13/15, 3PM, INJ B
11/17/2015, 7PM, RAIN
11/17/2015, 6PM, INJ C, RAIN, Drugs
2/17/2016, 8AM
7/18/2016, 8AM, INJ A
6/6/2017, 3PM, INJ B
10/15/2017, 12PM
6/6/2019, 4PM, INJ B
10/1/2019, 2PM, INJ B, RAIN

9/20/2017, 11AM

1/6/15, 6PM
1/18/2017, 12PM
3/15/2018, 9AM, INJ C
7/9/2018, 3PM, INJ B
10/23/2018, 4PM, INJ B, ALC
3/6/2019, 7PM, INJ C
3/15/2019, 4PM, INJ B

County Nat Eb

5/17/2017, 12PM

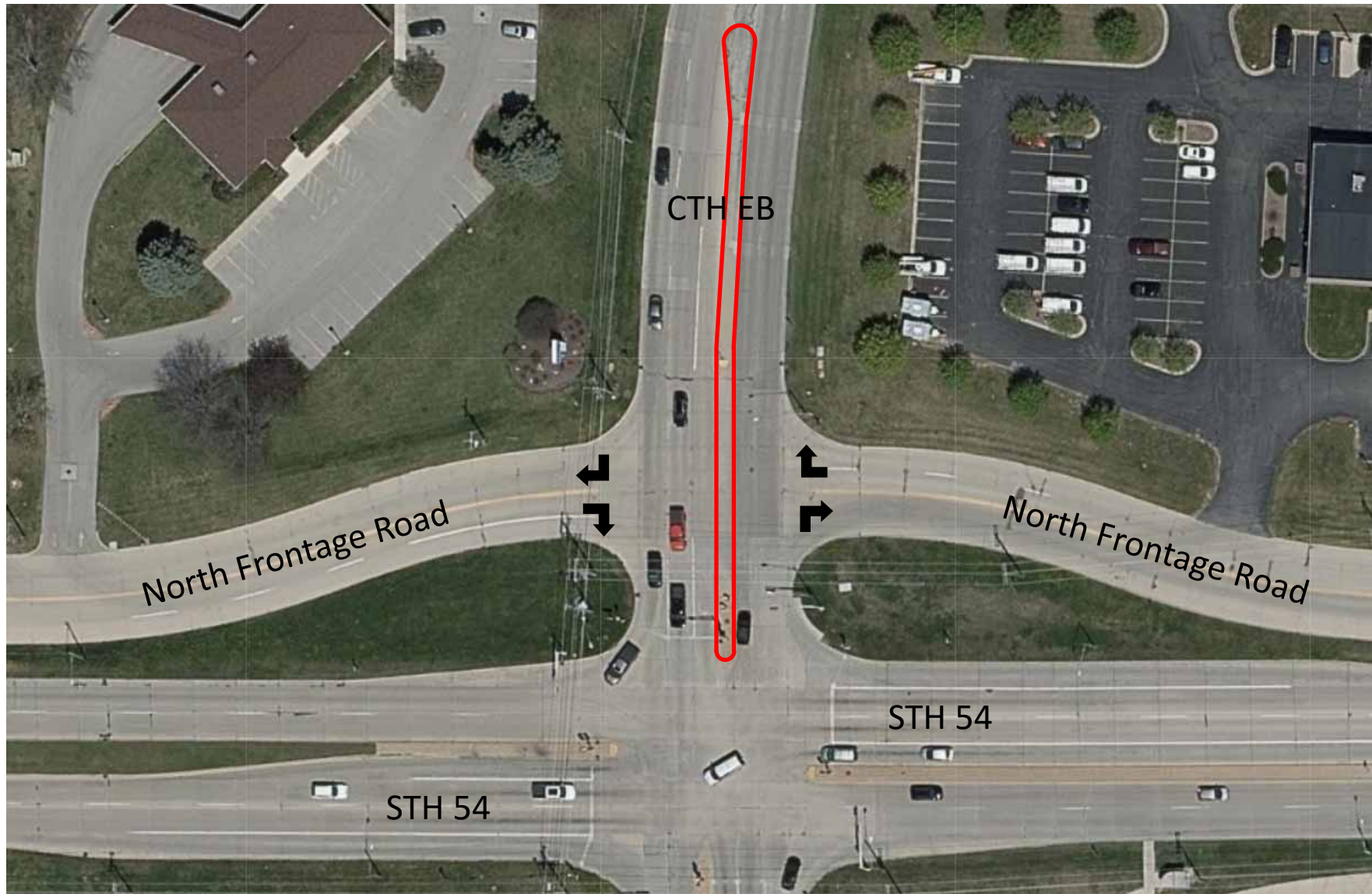
8/15/15, 1PM, INJ A
2/28/2017, 5AM, INJ C
6/27/2018, 2PM, INJ C
3/30/2019, 12PM

© 2020 Google

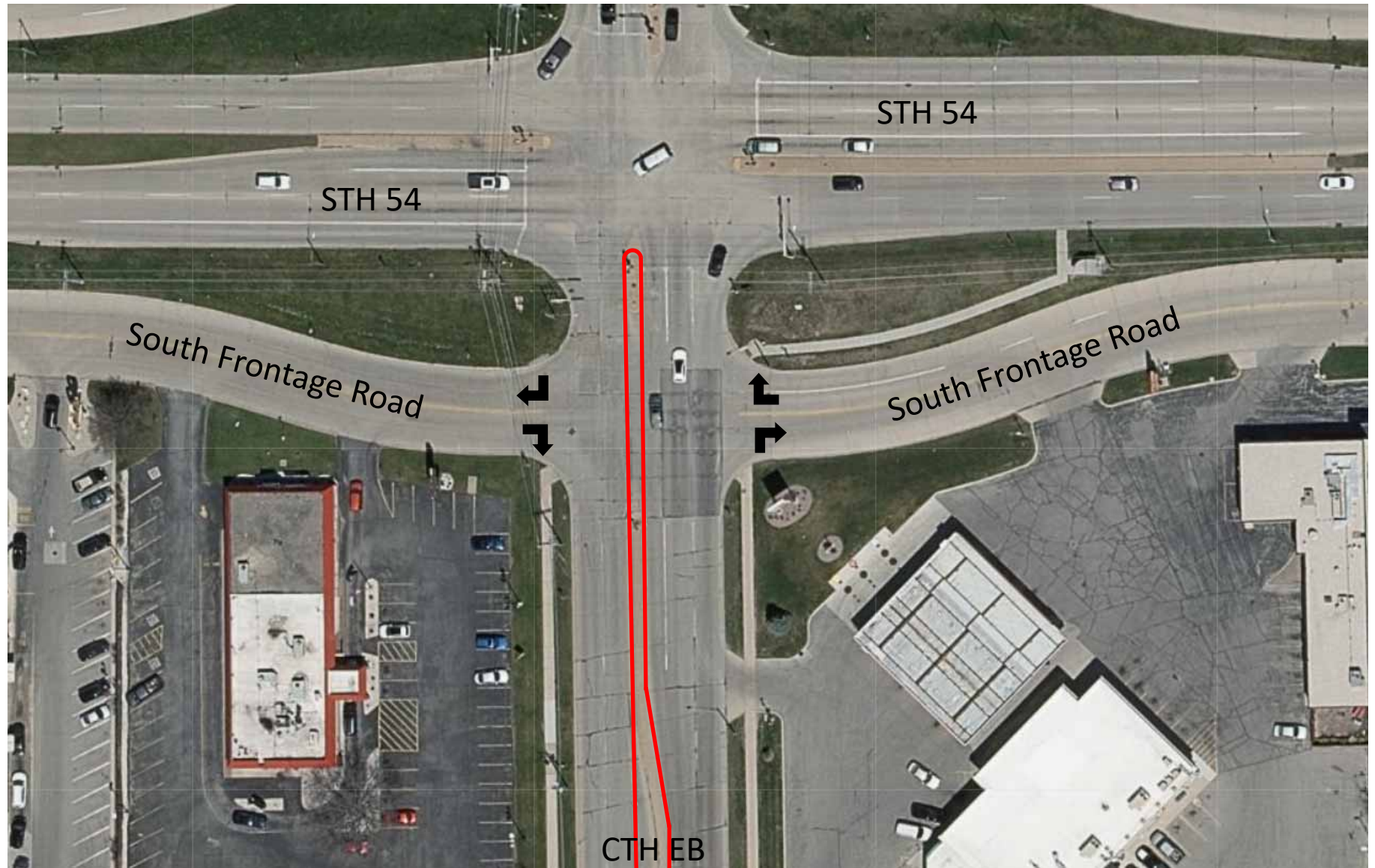


2015 – 2019 Crash Data
Prepared by WisDOT

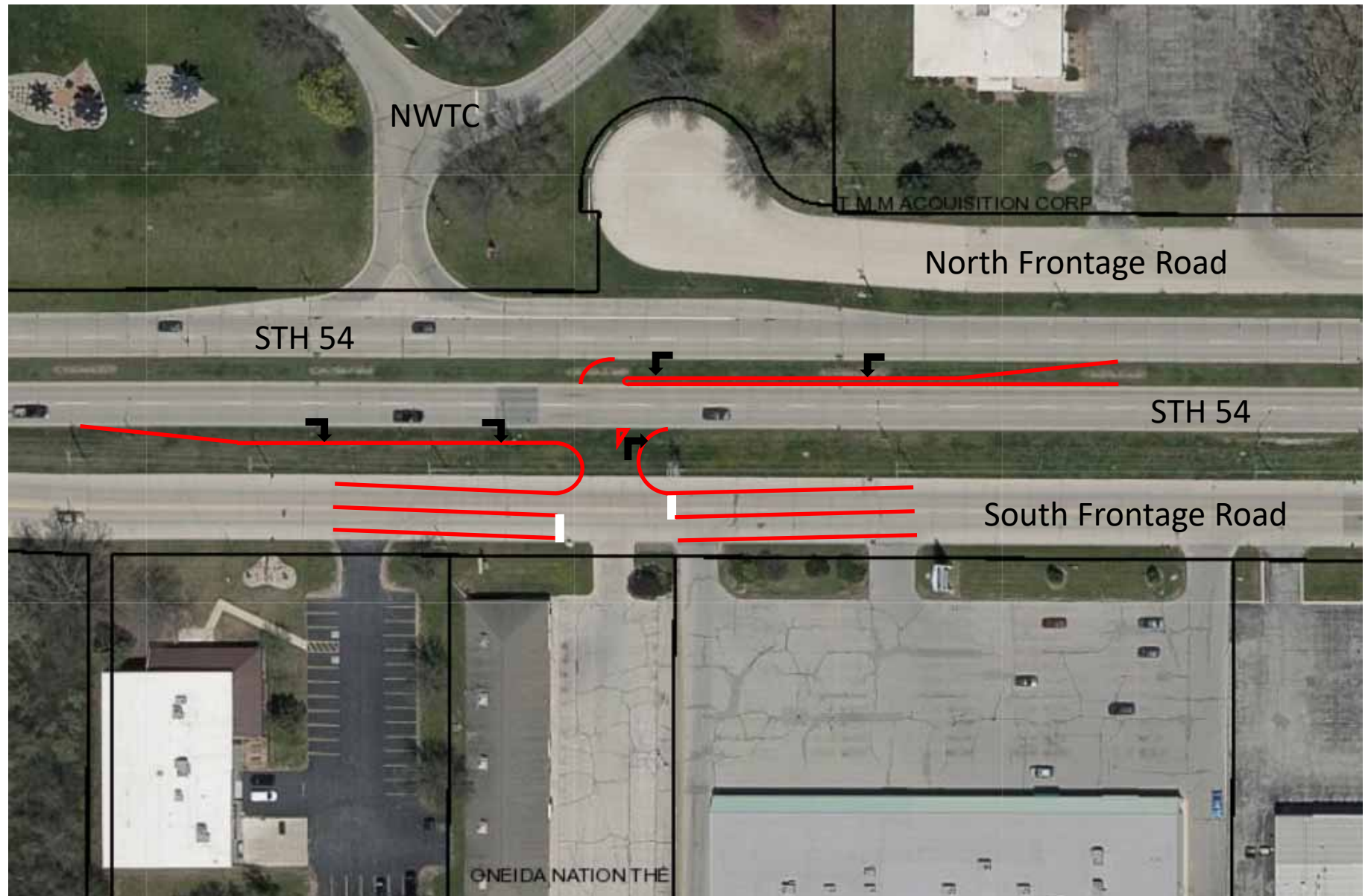
Proposed raised median eliminating left turn movements.



Proposed raised median eliminating left turn movements.



Proposed frontage road access west of CTH EB.



**View looking west at possible
frontage road access location.**

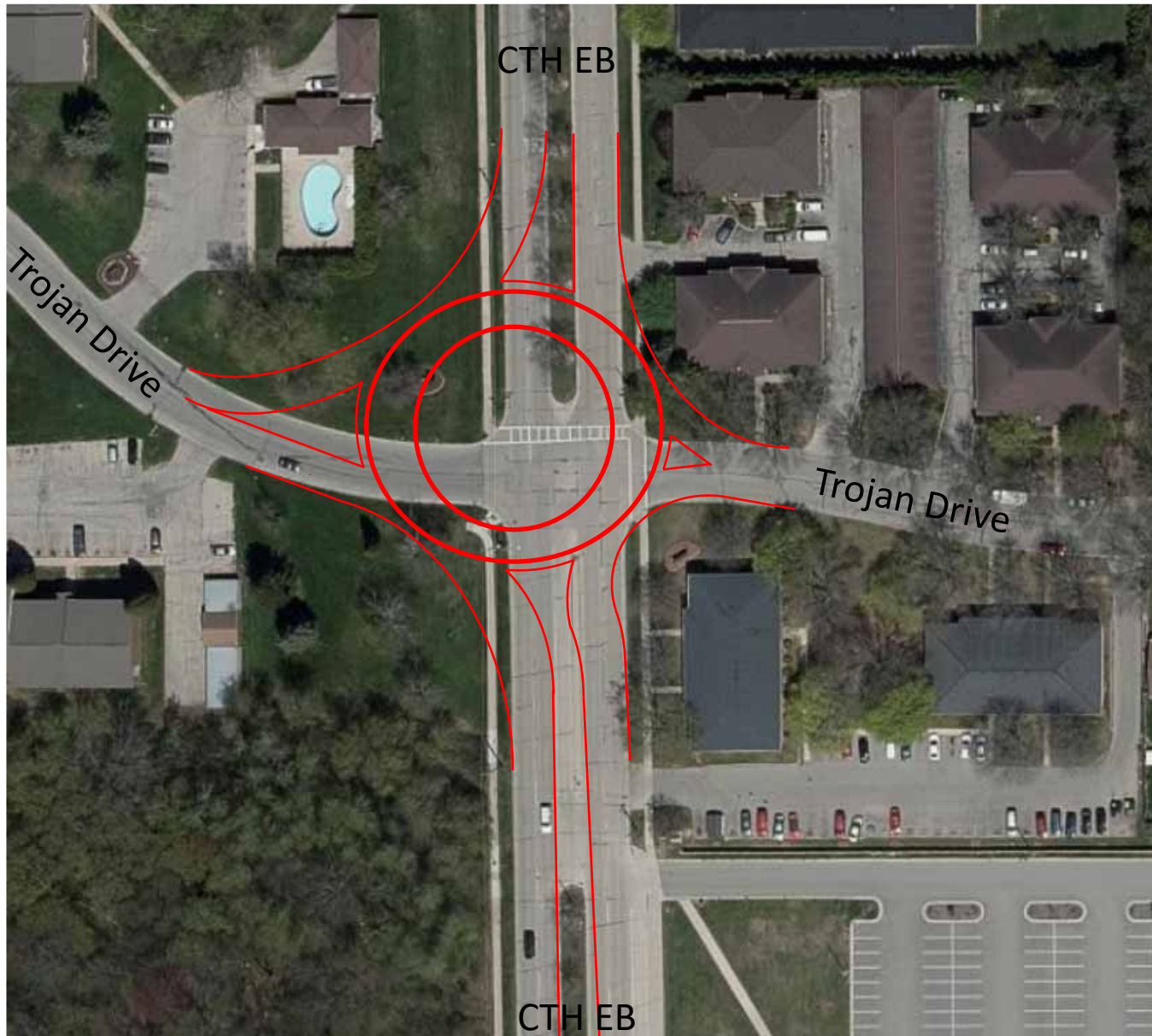


CTH GV access control, similar to what is proposed along STH 54 to the south frontage road.



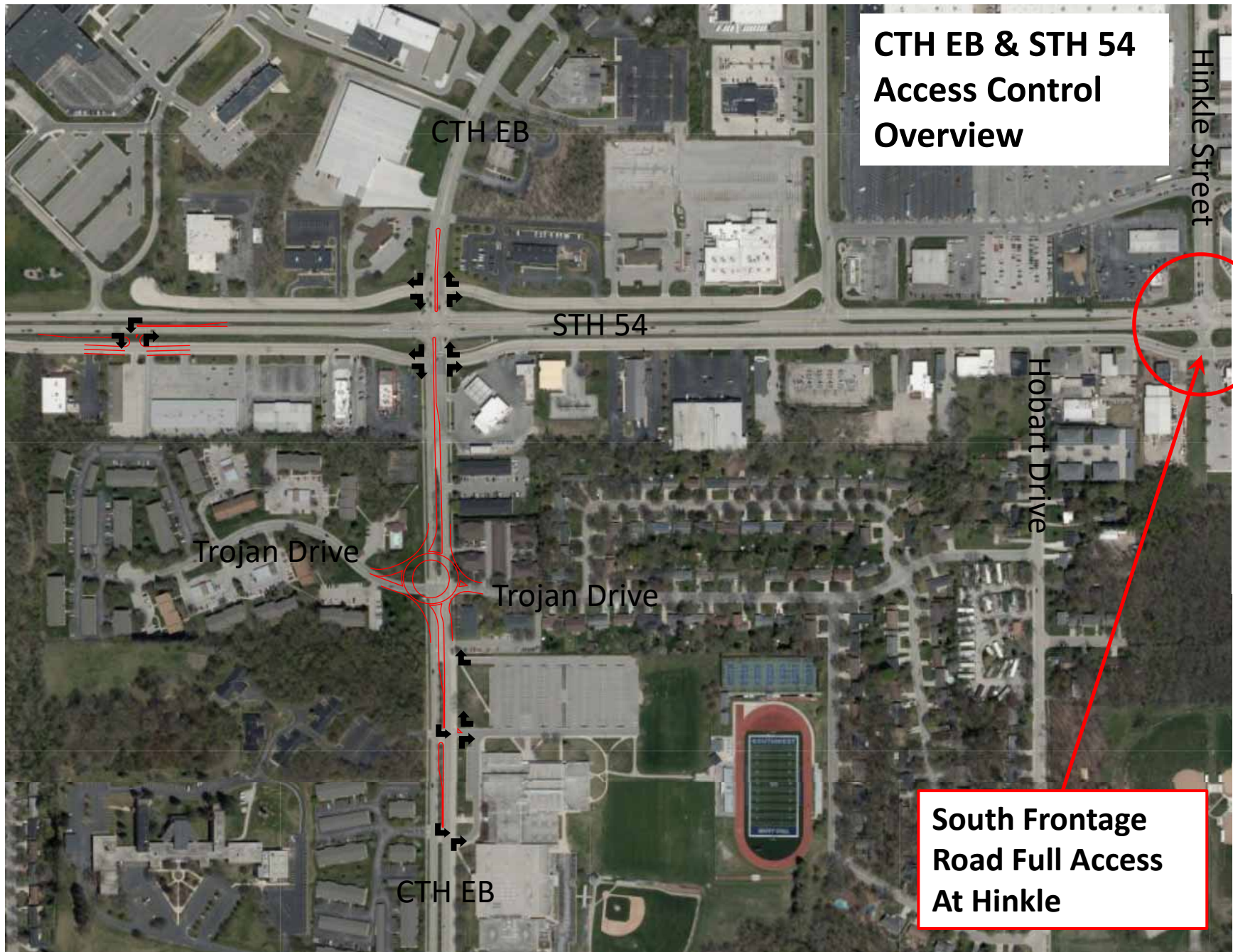
Photo from Bing Maps

Proposed roundabout at Trojan Drive





All exiting traffic from SW High School turn right only to roundabout at Trojan Drive. Southbound left turn lanes added for entrance. This eliminates left turns out of the school. Added southbound left turn lanes to turn into the school.



**CTH EB & STH 54
Access Control
Overview**

**South Frontage
Road Full Access
At Hinkle**



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

MEETING DATE

June 23, 2021

PREPARED BY

AGENDA ITEM # E.7

Consideration with possible action on a request by Parks Department and Department of Public Works on acceptance of NRDA Grant to fund improvements at the Green Bay Metro Boat Launch.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 283 Project Acceptance Letter_2021_CityofGB_signed



Fox River/Green Bay Natural Resource Trustee Council

U.S. FISH AND WILDLIFE SERVICE
2661 Scott Tower Drive
New Franken, Wisconsin 54229-9565
Telephone 920/866-1753
FAX 920/866-1710

June 4, 2021

Trista Hobbs
City of Green Bay
100 North Jefferson Street
Green Bay, WI 54301

Dear Ms. Hobbs:

Thank you for bringing a natural resource restoration project consistent with the 2003 Joint Restoration Plan and Environmental Assessment for the Fox River and Green Bay Area (Restoration Plan) and the 2016 Updated Restoration Plan and Environmental Assessment for the Fox River and Green Bay Area (Update) to our attention. The restoration project titled "Green Bay Metro Boat Launch Improvements (Project #283)" has been selected by the Fox River/Green Bay Natural Resource Trustee Council (Council) for implementation. The Council has agreed to allocate \$200,000 towards the proposed project.

The Council has agreed to provide funds to implement the project as presented because of the specific restoration/compensation values described. If circumstances cause any change to the project, you must forward such change or substitution proposals to the Council for review and approval. Any proposed changes or substitutions must be consistent with the Restoration Plan and Update, Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), and other applicable legal authorities. Please contact me to confirm that the restoration project remains as it was proposed or to update me on any project scope changes that have been necessary.

It is the policy of the Council to assure that projects funded with natural resource damage assessment and restoration settlement funds are achieving the desired goals of the Restoration Plan and Update for the Lower Fox River/Green Bay PCB site. In order to be able to respond to agency and public inquiries on this, the Council requires the submittal of annual progress reports for all selected projects. The first progress report to the Trustees will be due on January 31, 2023. An electronic copy of the report formats will be forwarded to you by electronic mail.

In order to transfer funds for this project, a grant agreement must be put in place through the U.S. Fish and Wildlife Service. Be sure to contact us at least three months in advance of initiating project activities or needing funds in hand, as this process can take time. We will work with you throughout the process to complete the necessary steps through the online

system: GrantSolutions.gov. Once the grant agreement paperwork is completed, you will receive an official 'notice of award' letter confirming the funding transfer. There will be a separate annual report required through the grant agreement process that will be included in the notice of award letter.

The Council requests recognition of their role in support of the restoration project listed above in all written or verbal references. Any signs or plaques of acknowledgment posted at the restoration project site should include the Council. The Council will also supply a sign with the Trustee logo for posting at project sites. You may contact me for an electronic copy of the council logo if needed.

Should you have questions, or if I can be of any further assistance, please contact me at the address or telephone numbers listed above or by electronic mail at betsy_galbraith@fws.gov.

Sincerely,



Betsy M. Galbraith
Trustee Council Coordinator



Trina Soyk
Restoration Coordinator



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

MEETING DATE

June 23, 2021

PREPARED BY

AGENDA ITEM # E.8

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

- A. LEICHT PARK FENDERING AND MOORING
- B. SEWERS 3-21 N. DANZ AVENUE STORM SEWER
- C. SEWERS 4-21 (MINI SEWER)
- D. SEWERS 5-21 EAST SHORE DRIVE SANITARY LIFT STATION

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

June 23, 2021

PREPARED BY

AGENDA ITEM # E.9

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

- A. SEWERS 2-21 (BASIN REPAIR)
- B. WSG 1-21 TUCK POINTING

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- 1. Bid Summary - Public SEWERS 2-21 (BASIN REPAIR)
- 2. Bid Summary - Public WSG 1-21 TUCK POINTING

CITY OF GREEN BAY, WISCONSIN
SUMMARY OF BIDS FOR CONTRACT

SEWERS 2-21 (BASIN REPAIR)

Tuesday, June 15, 2021

Contractor	Bid	Bid Bond
PTS CONTRACTORS, INC.	\$717,000.00	5%
DEGROOT, INC.	\$726,142.53	5%
JOSSART BROTHERS, INC.	\$730,806.95	5%
FEAKER & SONS CO., INC.	\$751,194.85	5%
ADVANCE CONSTRUCTION, INC.	\$778,891.15	5%
Any questions, call 920-448-3100		

CITY OF GREEN BAY, WISCONSIN
SUMMARY OF BIDS FOR CONTRACT

WSG 1-21 TUCK POINTING

Tuesday, June 15, 2021

Contractor	Bid	Bid Bond
BERGLUND CONSTRUCTION CO.	\$87,560	5%
CENTRAL RESTORATION, LLC	\$94,324	5%
BUILDING RESTORATION CORP.	\$119,497	5%
STATZ RESTORATION	\$130,180	10%
WESTERN CONSTRUCTION GROUP	\$132,455	5%
RAM CONSTRUCTION SERVICES OF MINNESOTA, LLC	\$142,270	5%
Any questions, call 920-448-3100		



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

MEETING DATE

June 23, 2021

PREPARED BY

AGENDA ITEM # E.10

Report of actions taken by Department of Public Works

A. Granting of Licenses

I. Sidewalk Builder

- a. A & M Concrete and Construction
- b. Carter Construction
- c. Complete Concrete Solutions LLC
- d. Douglas J. Maurer Concrete, LLC
- e. Lakefront Flatwork and Construction
- f. Skyline Contractors LLC
- g. Total Construction

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

June 23, 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

June 23, 2021

PREPARED BY

AGENDA ITEM # F.2

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

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None