



AGENDA OF THE IMPROVEMENT AND SERVICES COMMITTEE

WEDNESDAY, OCTOBER 27, 2021, 5:00 PM

Virtual Meeting. Public may join via Zoom.

PLEASE NOTE TIME CHANGE

A. Zoom Meeting Information.

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

B. Roll Call.

C. Approval of the Agenda.

D. Approval of Minutes.

E. Regular Business.

1. Consideration with possible action on request by Information Services Group, Inc. (ISG) to rent up to 41 parking stalls in River Ramp.
2. Consideration with possible action on request to install a street light on Parkwood Drive 300 ft south of Hazelwood Lane. (Ald. Vander Leest)
3. Consideration with possible action on request by Department of Public Works to enter into a new Solid Waste Management Agreement with Brown County.
4. Consideration with possible action on request by Department of Public Works to approve the Pipeline Access and Abandonment Agreement with Westshore Pipeline Company, and to authorize the Mayor and City Clerk to sign the agreement.
5. Consideration with possible action on request by Department of Public Works on proposed 2021-2022 winter contractor rates report.

6. Consideration with possible action on proposed 2022 Parking Division rate structure.
7. Report of actions taken by Department of Public Works

A. Granting of Licenses

I. Sidewalk Builder

- a. Rabine America Maintenance, LLC

F. Informational.

1. Director's Report on recent activities of the Public Works Department.
2. The next Improvement and Services Committee meeting is scheduled for November 24, 2021.

G. Public Hearings.

H. Adjournment.

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

Virtual Meeting Instructions



Improvement & Services 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

October 27, 2021

PREPARED BY

AGENDA ITEM # E.1

Consideration with possible action on request by Information Services Group, Inc. (ISG) to rent up to 41 parking stalls in River Ramp.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

October 27, 2021

PREPARED BY

AGENDA ITEM # E.2

Consideration with possible action on request to install a street light on Parkwood Drive 300 ft south of Hazelwood Lane. (Ald. Vander Leest)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2021-10-19 Dist II to I and S



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

October 27, 2021

PREPARED BY**AGENDA ITEM # E.3**

Consideration with possible action on request by Department of Public Works to enter into a new Solid Waste Management Agreement with Brown County.

BACKGROUND**RECOMMENDATION****FISCAL IMPACT****ATTACHMENTS**

1. C_GreenBay_Grenier
2. Final Preferred SW Agreement 08312021

PORT & RESOURCE RECOVERY DEPARTMENT



2561 SOUTH BROADWAY
GREEN BAY, WI 54304

PHONE: (920) 492-4950 | FAX: (920) 492-4957

DEAN R. HAEN
DIRECTOR

October 18, 2021

Steve Grenier
City of Green Bay
100 N. Jefferson Street
Green Bay, WI 54301

Re: New Brown County Solid Waste Agreement

Dear Steve Grenier,

As you may have heard, the construction of the South Landfill by Brown County in the Town of Holland is expected to be completed and in operation in 2022. With the opening of the South Landfill in 2022, the Brown County Port & Resource Recovery Department is seeking to renew the Solid Waste Management Services Agreements with Brown County municipalities. The current Solid Waste Agreement was adopted in 2012 and the Recycling Agreement was adopted in 2009. The new agreement combines all solid waste services under one agreement. By doing so it is Brown County's intent to continue to provide long-term environmentally-sound solid waste management at a low cost.

The Brown County Solid Waste Agreement has been reviewed by the Brown County City, Village and Town Public Works Directors and vetted by attorneys at the cities of Green Bay and De Pere, villages of Allouez and Denmark as well as the Brown County Corporation Counsel. Approval of the blank agreement by the Brown County Board is expected to take place on October 27, 2021 after which Brown County Resource Recovery staff will be seeking approval from each municipality.

We are requesting that you review the Agreement and add it to your Board agendas for approval prior to the end of 2021.

The construction of the landfill along with ancillary facilities and acquisition of equipment is estimated at \$22 million. When the landfill opens in 2022, the communities making up the Brown, Outagamie and Winnebago County Solid Waste Partnership Agreement (BOW) will begin hauling and disposing solid waste at the new facility. The current BOW landfill in use is the Outagamie County Northeast Landfill which is expected to be full by the end of 2024. The expected life expectancy of the South landfill is 16 to 18 years.

To pay for the new landfill, Brown County is estimating an \$8/ton increase in the tipping fees for municipal customers. This initial cost increase does not include annual consumer price

index (CPI) increases. A Rate Stabilization Fund established and funded by Brown County under the existing Solid Waste Agreement has a balance of \$1.1 million which will be used by the County to allow for an incremental increase to the municipal Tipping Fee over a 5-year period beginning in 2022. The municipal Tipping Fee per ton with yearly consumer price index increases are estimated as follows:

- 2021 - \$43.84– Existing Rate
- 2022 - \$47.82
- 2023 - \$49.82
- 2024 - \$51.82*
- 2025 - \$53.82*
- 2026 - \$55.82*

**Estimated*

See Attachment #2 of the proposed Municipal Solid Waste Management Agreement for a more detailed schedule of Rate increases.

Fortunately, due to recent favorable recycling markets, the proposed cost increase in 2022 may be offset by the revenue generated by the disposal of recyclables. In September 2021, Brown County paid Brown County municipalities \$81/ton for their recyclable material.

If you need more information please contact Mark Walter at (920) 492-4950 or via email at Mark.Walter@BrownCountyWi.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dean Haen', with a long horizontal flourish extending to the right.

Dean Haen
Director

Solid Waste Management Services Agreement

This Solid Waste Management Services Agreement (the "Agreement"), made and entered into this _____ day of _____, 20____ by and between Brown County, Wisconsin, a Wisconsin body corporate ("Brown County"), through its Port & Resource Recovery Department and _____ ("Municipality"). Brown County and Municipality shall collectively be referred to herein as "the Parties." Capitalized terms used in this Agreement are defined in Section 1.

WITNESSETH:

WHEREAS, Brown County desires to enter into an Agreement with Municipality for the provision of long-term Solid Waste Management Services on the terms and subject to the conditions provided herein, such services to include the storage, transfer, source separation, processing, treatment, recovery and disposal of Solid Waste, Recycling and Household Hazardous Waste ("Solid Waste Management Services"); and,

WHEREAS, this Agreement combines and replaces the existing Solid Waste Management Services Agreement and the Municipal Recycling Agreement; and,

WHEREAS, the Municipality wishes to have Brown County provide such long-term Solid Waste Management Services at a low cost; and,

WHEREAS, in 1975 the Brown County Solid Waste Department (now the Brown County Port & Resource Recovery Department) and the Brown County Solid Waste Board were created to provide solid waste management services and facilities designed to demonstrate the availability of, and access to, sufficient economically and environmentally sound Solid Waste disposal capacity for Solid Waste generated within the Brown County Solid Waste Management System for municipalities of Brown County; and,

WHEREAS, Brown County in 2002 signed the Brown, Outagamie and Winnebago County Solid Waste Partnership Agreement ("BOW Agreement") covering 25 years or until the South Landfill closes to share landfill disposal services and to construct engineered sanitary landfills that meet both the federal design standards of the Resource Conservation and Recovery Act ("RCRA"), Subtitle D and Wisconsin Department of Natural Resources standards; and,

WHEREAS, in 2009 Brown, Outagamie and Winnebago Counties jointly constructed a single-stream Material Recovery Facility to process and separate recyclable materials collected by municipalities within the three counties; and,

WHEREAS, Brown County has established a multi-tiered Solid Waste and Recycling Tipping Fee system that provides a Preferred Rate to Municipalities utilizing the Brown County Solid Waste Management System; and,

WHEREAS, Persons receiving Solid Waste Management Services not performed pursuant to this Agreement will be subject to the Gate Rate; and,

WHEREAS, pursuant to Brown County Code, § 12.01(4), Brown County has the legal responsibility to act as the policy making body for the Port & Resource Recovery Department and “shall keep abreast of the latest techniques, procedures and methods that may be developed in solid waste management,” and therefore, Municipality can propose an emerging solid waste management technology concept for consideration at any meeting of the Brown County Solid Waste Board; and

WHEREAS, Brown County and Municipality agree that the mutual obligation and purpose of this Agreement is to establish a low-cost Preferred Rate, with appropriate adjustments, at Brown County’s landfill, transfer stations or designee for all solid waste and residential curbside recycling generated by Municipality, and to guarantee the delivery of all of Municipality’s solid waste and recycling, over which it has control as stipulated within the Municipality’s Recycling Ordinance, to Brown County for appropriate management to justify such Preferred Rate; and,

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged by each party, the Board and Municipality agree as follows:

1. DEFINITIONS – For purposes of this Agreement, the following terms shall be defined as follows:

- A. “Additional Services” means the following services, the payment for which is not included in Tipping Fees: Household Hazardous Waste, Sharps Disposal Services, Electronic Recycling, Tire Recycling, Appliance Recycling, Scrap Metal Recycling, Food Waste Recovery and such other resource recovery services as may be offered from time to time as conditions and markets warrant.
- B. “Board” refers to the Solid Waste Board which was established by the Brown County Board under Sec. 59.07(135) (now Sec. 59.70(2), Wis. Stats.) with powers defined hereunder and in Chapter 12 of the Brown County code.
- C. “BOW Agreement” refers to the Intergovernmental Solid Waste Disposal Agreement for Brown, Outagamie and Winnebago Counties.
- D. “Designated Drop-Off Location” means the Landfill, Solid Waste Transfer Station, Recycling Transfer Station or other final disposal destination designated by Brown County as the location for Solid Waste and Recycling to be delivered pursuant to this Agreement.
- E. “Director” means the Director of the Brown County Port & Resource Recovery Department or their designee.
- F. “Force Majeure” means an act of God; strikes or other industrial disturbances; acts of public enemy; acts of terrorism; blockades; wars; insurrections or riots; epidemics and

pandemics; landslides; earthquakes; fires; storms; floods or washouts; civil disturbances; or explosions.

- G. “Gate Rate” means a Tipping Fee charged for the acceptance of solid waste or recycling not subject to any agreement.
- H. “Hazardous Waste” means waste defined as hazardous waste by Chapter 291 of the Wisconsin Statutes and the Chapter NR 600 Series of the Wisconsin Administrative Code, as may be amended from time to time.
- I. “Host Community” means the town of Holland (Stock Landfill site) in Brown County or Outagamie County or Winnebago County designated disposal locations where the Board has received WDNR landfill siting approvals to build and operate a landfill or other solid waste treatment facilities.
- J. “Host Community Agreement” means an agreement between the Board and the Host Community which describes and defines the obligations and responsibilities of the parties.
- K. “Landfill” means the designated BOW landfill facility in use during the period of this Agreement which includes the Outagamie County East landfill (and its Northeast expansion) and the Brown County South landfill which are subject to the BOW Agreement.
- L. “Recyclable Materials” are those materials designated in Wis. Stats. 287.07 (3) as banned from solid waste disposal and identified in Exhibits D and E and which include plastic bottles, aluminum cans, steel cans, glass bottles, cardboard and paper.
- M. “Recycling” means the transfer, transporting, processing, marketing and conversion of solid wastes into usable materials or products and includes the stockpiling and disposal of non-usable portions of solid wastes but does not include the collection of solid wastes.
- N. “Responsible Unit” means a municipality, county, another unit of government, including a federally recognized Indian tribe or band in this state, or solid waste management system under s. 59.70 (2), that is designated under s. 287.09 (1).
- O. “Plan of Operation” means that certain Plan of Operation approved by the State of Wisconsin for the Landfill.
- P. “Preferred Rate” means the lowest rate among the multi-tiered Tipping Fees offered.
- Q. “Solid Waste” means waste defined as solid waste by Chapter 289 of the Wisconsin Statutes and the Chapter NR 500 series of the Wisconsin Administrative Code, as may be amended from time to time.

- R. "Solid Waste Reduction Measures" means recycling or other measures taken by Municipality to reduce the amount of Solid Waste generated by the municipality.
- S. "Tipping Fee" means the per ton rate established by the Board for the disposal, recycling, salvage or beneficial use of delivered Solid Waste and Recycling and includes both the Preferred Rate and the Gate Rate. The Board may establish different Tipping Fees for the disposal, salvage or beneficial use of other types of materials, including but not limited to, petroleum contaminated soil, asbestos, special wastes, foundry sands, construction and demolition debris, appliances, tires and batteries.
- T. "Solid Waste Transfer Station" means a building located at 3734 West Mason Street established to transfer Solid Waste to the receiving Landfill.
- U. "Recycling Transfer Station" means a building located at 2561 S. Broadway established to transfer recyclable material to the Tri-County Material Recovery Facility.

2. This Agreement supersedes all previous Solid Waste Management Services agreements between Municipality and the Board.

3. **TERM** – The initial term of this Agreement will be ten (10) years commencing on the date of signature by Municipality. Upon the expiration of the Initial Term, this Agreement will automatically renew for additional consecutive terms of five years each (each a "Renewal Term" and, collectively with the Initial Term, the "Term") until the Landfill is no longer in use or unless either Party hereto gives written notice to the other at least 180 days prior to the end of the Initial Term or the then current Renewal Term, in which case this Agreement shall terminate at the end of the Initial Term or such then current Renewal Term.

4. **BROWN COUNTY RESPONSIBILITIES** – The Board agrees to the following:

- A. Subject to the terms of this Agreement, Brown County agrees to accept all of Municipality's collected and/or contracted collections of residential, industrial and commercial Solid Waste and Recycling, provided such material is of a kind or nature that may be legally accepted at the Designated Drop-Off Locations.
- B. The Brown County Solid Waste Transfer Station at 3734 W. Mason Street in the village of Hobart, Wisconsin will accept Solid Waste for transport to the Landfill or a temporary alternative disposal drop-off location mutually agreed upon by the Parties, if an emergency condition warrants. Brown County will accept only Solid Waste approved for disposal pursuant to Wisconsin Department of Natural Resources policies, the Landfill's license and approved Plan of Operation, and Wisconsin Administrative Code.
- C. The Brown County South Landfill at 1258 Mill Road (County IL) in the town of Holland, Wisconsin will accept Solid Waste approved for disposal pursuant to Wisconsin Department of Natural Resources policies, the Landfill's license and approved Plan of Operation, and Wisconsin Administrative Code.

- D. The Brown County Recycling Transfer Station at 2561 S. Broadway in the village of Ashwaubenon, Wisconsin will accept all recyclable materials generated by the Municipality through its residential curbside recycling program for transport to the Tri-County Material Recovery Facility (MRF) for processing according to all State Regulations. Acceptable materials are those materials designated in Wis. Stats. 287.07 (3) as banned from solid waste disposal as noted in Exhibits D & E and include plastic bottles, aluminum cans, steel cans, glass bottles, cardboard and paper. Upon delivery to the Brown County Recycling Transfer Station, and acceptance by Brown County, title to all such recyclable materials shall pass from the Municipality to Brown County. Brown County reserves the right to add or modify the materials it accepts based upon available markets. The County will give three (3) months written notice prior to accepting or not accepting a material that is not required by the WDNR.
- E. Brown County will make available to Municipality certain Additional Services such as Household Hazardous Waste Disposal and Sharps Disposal which Brown County deems necessary to augment Solid Waste disposal. All or part of the cost of any Additional Services may be subsidized by Landfill Tipping Fees at Brown County's sole discretion.
- F. Brown County shall provide a certified scale to facilitate proper billing on a per ton basis.
- G. Brown County agrees to meet with Municipalities in June of each year, and at other times as needed throughout the year, to discuss operations, budgets and alternative solid waste management opportunities.
- H. Brown County and Municipality shall endeavor to cooperate, for so long as they both agree, to investigate emerging solid waste management technologies that may be economically and environmentally beneficial to each and, in the event Brown County and Municipality mutually agree, plan, budget and fund the development and implementation of such technologies so that the economic costs and benefits resulting from such technologies are shared between Brown County and Municipality. Any such arrangement for the investigation, planning, budgeting and funding for the development and implementation of such technologies, as well as sharing the economic costs and benefits of such technologies, shall be pursuant to a separate and supplemental validly signed written agreement between Brown County and Municipality.
- I. In the event that Brown County, without the assistance of Municipality, implements any new solid waste management technologies, Brown County may undertake a financial review of the economic benefits and costs and consider, in Brown County's sole discretion, whether such benefits necessitate the renegotiation of the terms and conditions of the BOW Agreement; provided that, any such renegotiation must be in accordance with the terms of the BOW Agreement.
- J. Brown County agrees to provide disposal or recycling services for other materials as listed in Exhibit C and Exhibit F for a separate fee. These materials and fees will be set on an annual basis depending on the availability of markets.

5. MUNICIPALITY RESPONSIBILITIES –Municipality agrees to the following:

- A. Unless otherwise authorized in writing by the Director, Municipality agrees to deliver all collected and/or contracted collections of acceptable Solid Waste and Recyclable Materials under control of the Municipality and generated by Municipality and its constituents or residents for the term of this Agreement to the Designated Drop Off Locations. Acceptable Solid Waste types are shown in Exhibit A; unacceptable Solid Waste types are shown in Exhibit B; acceptable Recyclable Materials are shown in Exhibit D. Construction debris and excavation material generated by a municipal agreement with a private vendor that may be used as clean fill elsewhere is exempt from this Agreement. Brown County recognizes that Solid Waste Reduction Measures may result in reductions in total annual tonnage received from Municipality.
- B. Municipality will pay the Preferred Rate on a per ton basis for all Solid Waste delivered to and accepted by Brown County pursuant to this Agreement.
- C. Municipality shall be responsible for disposal of, and all associated costs for handling, unacceptable waste delivered to and rejected by the Designated Drop-Off Location. If unacceptable waste is delivered to the Designated Drop-Off Location, the Director or designee shall notify the Municipality to have the waste removed, transported and disposed in accordance with all applicable laws. If the Municipality does not make arrangements to remove the waste within six (6) hours of said notice, in a manner to the satisfaction of Brown County at its sole discretion, then Brown County may, but is not obligated to, manage the waste at its discretion and at the Municipality's sole expense. Municipality is responsible for any and all costs associated with limiting the Designated Drop-Off Location operation and/or for any other Designated Drop-Off Location users' additional costs associated with the user's inability to use the Designated Drop-Off Location due to unacceptable waste delivered to the Designated Drop-Off Location by the Municipality. Municipality shall indemnify and hold harmless Brown County for any costs and/or damages incurred as a result of Municipality's failure to comply with this subsection of Section Five of this Agreement.

Notwithstanding any other portions of this Agreement, nothing contained herein is intended to waive or estop the Municipality or its insurers from relying upon the limitations, defenses, and immunities contained within Sections 345.05 and 893.80, Wis. Stats. To the extent that indemnification is available and enforceable, the Municipality or its insurers shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established under Wisconsin law.

- D. Municipality shall require all vehicles transporting Solid Waste delivered pursuant to this Agreement to transport such wastes in enclosed trucks, trailers, or vehicles, or shall cover the Solid Waste with a secure tarpaulin. Municipality shall not permit or fail to adequately prevent any Solid Waste material from falling out or off of, or blowing out or off of, any vehicle transporting Solid Waste for Municipality.

- E. Municipality will ensure that all third-party contracts negotiated for the collection and hauling of municipally collected recyclables under control of the Municipality require delivery of all such material to Brown County.
- F. Municipality shall retain its RU status as defined by the WDNR. Municipality shall be required to insure it meets all obligations of this status and perform as required tasks such as enforcement, education, etc.
- G. Municipality agrees to take necessary steps to ensure high level quality for the recyclable material it collects and delivers to Brown County's facility. These steps may include, but are not limited to education, cart/bin inspections, rejecting material curbside, etc. Brown County reserves the right to reject poor quality loads at Municipality's expense.
- H. Municipality will limit the compaction of its recycling loads by using suitably designed collection routes and appropriately sized collection vehicles that limit compaction to no more than 600 lbs/cy. Municipality is responsible for providing all necessary collection carts, bins and vehicles in order to properly manage its recycling collection program.

6. TIPPING FEES – Tipping Fees for Solid Waste and Recycling will be set separately as follows:

- A. **SOLID WASTE TIPPING FEE** - The initial Preferred Rate and the Gate Rate of the Solid Waste Tipping Fees for this Agreement shall be identified in Attachment #1. The Solid Waste Tipping Fees (both Preferred Rate and Gate Rate) may be adjusted on January 1 of each year at Brown County's discretion. Except as noted in Attachment #2 Schedule for Utilization of the Rate Stabilization Fund, the Solid Waste Tipping Fees may annually increase by not more than the annual change from May to May of the Consumer Price Index, for all Urban Wage Earners and Clerical Workers (CPI-W). In addition to the CPI-W adjustment, the Solid Waste Tipping Fee may also be increased as a direct result of (i) a Federal or State mandated capital project; (ii) an increase in State imposed tipping fee surcharges; (iii) an act or event beyond the reasonable control of Brown County; (iv) an increase in fees associated with the Host Community Fees; or (v) an increase or decrease in tonnage at the Designated Drop-Off Location. In the event there is an unanticipated major capital construction project, Brown County has the ability to approach the Municipality for a Solid Waste Tipping Fee increase.
- B. **RECYCLING TIPPING FEE** - Brown County agrees to calculate a Recycling Tipping Fee each month based upon operating costs and current market conditions. If at any time the cost of processing materials exceeds revenue, a rate per ton may be assessed to the Municipality. Furthermore, if revenues exceed the operational cost Brown County may pay Municipality a rate per ton for collected materials.

7. OPERATING DAYS AND HOURS – Brown County agrees to receive Municipality’s material at the Designated Drop-Off Locations during regular operations:

Solid Waste Transfer Station

Regular Hours:

January 1st - March 31st

Mon. - Fri. 7:30 am - 4:00 pm

Sat. 7:30 am - noon

April 1st - December 31st

Mon. - Fri. 7:00 am – 4:00 pm

Sat. 7:00 am – 2:00 pm

South Landfill

Regular Hours:

Mon. - Fri. 7:30 am - 5:00 pm

Sat. 7:30 am – 12:30 pm

Recycling Transfer Station

Regular Hours:

Mon. - Fri. 7:30 am - 4:00 pm

Brown County reserves the right to alter the regular operating hours as deemed necessary by Brown County. Brown County will provide reasonable notification to Municipalities of any change in regular operating hours.

If a holiday occurs during a week, the Director agrees to provide a reasonable period of operating hours for the Designated Drop-Off Location to accommodate the holiday. Nothing in this section shall preclude the Director from closing the Designated Drop-Off Location during inclement weather, such as days with high winds or any day that makes the disposal of wastes under existing state law unacceptable to Brown County. The Parties agree that the Director may extend or limit the aforementioned hours at the Director’s sole discretion.

Municipality may, with at least twenty-four (24) hours’ notice, request the Director to extend normal operating hours. Municipality agrees to pay an hourly rate established by Brown County for extended hours.

8. PENALTIES –Municipality is obligated to deliver all Solid Waste and Recyclable Materials to Brown County, as provided in Section 5. In the event that Municipality diverts Solid Waste for treatment or disposal to a facility owned or operated by a person other than Brown County, a penalty shall be assessed to offset the losses incurred by Brown County. The total penalty shall be calculated based on the amount of tonnage diverted in a year, multiplied by the Preferred Rate. The penalty will be assessed at the end of each Agreement year and shall be promptly paid by Municipality. Penalties shall not be assessed for the reduction of Solid Waste delivery due to Solid Waste Reduction Measures.

9. FORCE MAJEURE – Should Brown County or Municipality be delayed or prevented in whole or in part from performing any obligation or condition hereunder by reason of or as a result of any Force Majeure, Brown County or Municipality shall be excused from performing such obligations or conditions while Brown County or Municipality is so delayed or prevented

and for ten (10) days thereafter. The Director shall use best efforts to arrange for Municipality's Solid Waste to be accepted for disposal at another landfill or Recyclable Materials at another Material Recovery Facility during any Force Majeure event that prevents normal operations at the Designated Drop-Off Locations.

10. ASSIGNMENT – The Parties shall not assign or transfer any interest or obligation in this Agreement, whether by assignment or notation, without the prior written consent of the Director.

11. DEFAULT – Should either party breach any provision of this Agreement, the other party may pursue the legal and equitable remedies available to it for the breach of this Agreement. The breaching party must cure the breach within ten (10) working days of its actual notice of breach or this Agreement may be terminated by the other party upon thirty (30) days written notice of the failure to cure the breach.

12. NOTICE – A letter addressed and sent by certified United States mail to either party at its business address shown hereinafter shall be sufficient notice whenever required for any purpose in this Agreement.

Brown County Port & Resource Recovery Department
2561 South Broadway
Green Bay, WI 54304

13. DAMAGES –Municipality shall pay Brown County for any damages, fees, expenses, costs, penalties, fines, whatsoever incurred by Brown County as a result of Municipality's delivery of materials which fail to meet the standards identified in the Plan of Operation or Exhibit A of this Agreement, as may be amended from time to time as provided for in Section 4 hereof. The Municipality shall also pay Brown County the penalties, if any, called for by Section 8 hereof, and such penalties shall be in addition to and not in lieu of other damages.

14. TERMINATION

- A. This Agreement is null and void if Brown County determines not to renew the BOW Agreement for consecutive 25-year terms, or if the Brown County South Landfill reaches capacity.
- B. Municipality may terminate this agreement upon ninety (90) day written notice if Brown County raises Solid Waste Tipping Fees beyond the allowable CPI-W adjustment for reasons not contemplated in Paragraph 6 of this Agreement.

15. SEVERABILITY – If any one (1) or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such illegality or unenforceability shall not affect the legality or enforceability of any other provision of this Agreement.

16. APPLICABLE LAW – The civil and regulatory laws, ordinances and regulations of Brown County and other municipalities in Brown County, which currently apply and are in force and

effect or may in the future be adopted, with respect to the subject matter of this Agreement, and matters which are necessarily related, shall continue in force and effect and be enforced in the usual manner in municipal courts and state circuit courts, with regard to enforcement or interpretation of this Agreement. This provision shall continue for the term of this Agreement.

Any future Brown County ordinances that affect the Solid Waste Management System, and any future civil and regulatory laws, ordinances and regulations of other municipalities in Brown County, may result in an addendum to this Agreement.

This Agreement shall be interpreted and applied pursuant to the laws of the State of Wisconsin, and any legal dispute arising hereunder shall be venued in Brown County Circuit Court.

17. HOLD HARMLESS – Brown County agrees to defend, indemnify, save and hold harmless Municipality, its elected and appointed officials, officers, employees and agents, representatives and volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, damages, liabilities, interest, attorneys fees, costs and expenses of whatsoever kind of natured in any manner directly caused, occasioned, or contributed to in whole or in part or claimed to be causes, occasioned or contributed to in whole or in part, arising or claimed to arise from implementation and operation of this Agreement when such liability, damage, loss, claim, demand, or action is based upon any illegal solid waste flow control or any allegation of Federal or State Anti-Trust or Commerce clause violations. The obligation to indemnify, defend and hold harmless the Municipality, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable except to the extent that liability results from the negligence or intentional actions or inactions of the Municipality, its elected and appointed officials, officers, employees, agents, representatives and volunteers. It is the intent of this clause that Brown County will defend or pay the defense expenses of Municipality and reimburse Municipality for cost incurred, including damages, fines, fees, judgments, forfeitures, and any other cost imposed by virtue of claims made or litigation commenced against Municipality when such claim or litigation is based upon the above. Nothing in this Section 17 is intended to waive or affect any other right, title, interest, defense or claim to other legal or equitable relief of the Parties, all such rights, claims and defenses being expressly reserved, including the right to seek contribution under the federal Comprehensive Environmental Response, Compensation, and Liability Act and counterpart state law. This indemnity provision shall survive the termination or expiration of this Agreement

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have set their hands and seals the day and year first above written.

Brown County Executive

Municipality of

Brown County Port & Resource Recovery
Director

(Municipal Official)

(Title)

Attachment #1

This Attachment #1 is incorporated into and made a part of the Agreement by this reference.

The Solid Waste Preferred Rate tipping fee for 2022 is \$47.82/ton; the Solid Waste Gate Rate is \$53.00/ton. The Recycling Tipping Fee is set each month based on market conditions. Solid Waste Management Services not performed pursuant to this Agreement will be subject to the Gate Rate. Future Tipping Fees will be established by the Board under the terms of the Agreement.

Attachment #2

This Attachment #2 is incorporated into and made a part of the Agreement by this reference.

The Brown County Rate Stabilization Fund was established in the 2013 Budget in an effort to reduce the occurrence of major tipping fee increases in any one budget year. The Fund will be used to mitigate the expected \$8/ton increase in tipping fees for municipal customers due to the openings of the Brown County South Landfill in 2022 and the Outagamie County Northwest Landfill in 2024 to allow for an incremental increase in the municipal Preferred Contract Rate. The initial cost increase is estimated at \$8.00/ton not including CPI in the first five years. Brown County will use its Rate Stabilization Fund to incrementally increase the Preferred Rate by \$1.50 per ton each year not including CPI increases. After Year 2, the County will reevaluate costs and adjust the Rate Stabilization Funds usage to recognize actual costs and discuss with the customer any tipping fee increase necessary beyond CPI. The targeted amount of the fund was \$1 million. At the time of this Agreement, Brown County had a fund balance of \$1.1 million in the account.

Schedule for Utilization of the Rate Stabilization Fund

5-year TIP Fee Increase	2021	2022	2023	2024	2025	2026	Total
Estimated Annual Tonnage	85,000	85,000	85,000	85,000	85,000	85,000	
Stabilized Annual Tip Fee Increase	\$ -	\$ 1.50	\$ 1.50	\$ 1.50	\$ 1.50	\$ 1.50	\$ 7.50
Annual CPI Increase	\$ 0.23	\$ 2.48	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 4.48
Total Annual Tip Fee Increase	\$ 0.23	\$ 3.98	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 11.98
Annual Tip Fee w/Rate Stabilization (Estimate)	\$ 43.84	\$ 47.82	\$ 49.82	\$ 51.82	\$ 53.82	\$ 55.82	
Annual Tip Fee w/o Rate Stabilization (Estimate)	\$ 43.84	\$ 51.82	\$ 52.32	\$ 55.32	\$ 55.82	\$ 56.32	
Stabilization Rate		\$ 4.00	\$ 2.50	\$ 3.50	\$ 2.00	\$ 0.50	
Rate Stabilization Fund Usage		\$ 340,000	\$ 212,500	\$ 297,500	\$ 170,000	\$ 42,500	\$ 1,062,500

Exhibit A

Acceptable Solid Waste – Solid Waste Transfer Station and/or Landfill

1. Residential waste, refuse and garbage. (Transfer Station and/or Landfill)
2. Large items, except those identified in Exhibit B (Transfer Station and/or Landfill)
3. Commercial Waste (Transfer Station and/or Landfill)
4. Industrial Waste, except those listed in Exhibit B (Transfer Station and/or Landfill)
5. Construction and Demolition Waste (Transfer Station and/or Landfill)
6. Special Waste as approved by Brown County (Landfill)

Exhibit B

Unacceptable Solid Waste

1. Liquid waste
2. All industrial process waste unless approved in advance by the Director in writing
3. Hazardous waste (toxic, corrosive, reactive, or flammable)
4. Automobile hulks
5. Septic tank waste
6. Yard waste
7. Asbestos, unless approved in advance by the Director in writing
8. Incinerator residue, unless approved in advance by the Director in writing
9. Contaminated soil, unless approved in advance by the Director in writing
10. Gasoline, Diesel or other fuel tanks unless approved in advance by the Director in writing
11. Radioactive, biological or infectious waste

Exhibit C

Solid waste accepted at Transfer Station or Landfill for recycling

1. Household appliances
2. Vehicle batteries
3. Vehicle tires
4. Scrap metal

Exhibit D

Acceptable Recyclable Material – Recycling Transfer Station

1. Aluminum Cans and Bottles
2. Steel and Bi-Metal Cans
3. Metal Lids and Caps
4. Empty Aerosol Cans, not Containing a Pesticide
5. All Plastic Household Bottles, Jugs and Containers
6. Green Glass Containers
7. Brown Glass Containers
8. Clear (Flint) Glass Containers
9. Newspapers (ONP) and Inserts
10. Phone Books, Catalogs and Magazines
11. Books, both Hardcover and Softcover
12. Paperboard (Cereal, Cracker, Soda Boxes, etc.)
13. Dairy and Frozen Food Boxes
14. Mixed Office and Writing Paper
15. Corrugated Cardboard (OCC)
16. Junk Mail and Envelopes
17. Brown Paper Bags
18. Shredded Paper
19. Aseptic Cartons and Gable Topped Cartons
20. Other Recyclable Commodities as Agreed in Writing

Exhibit E

Additional Recycling Quality Requirements

In addition to the standards set forth above, Recyclable Materials must be of such quality and nature as not to:

1. Be delivered in plastic bags (minimal amounts of plastic bags are acceptable, however, Supplier will continually educate their customers not to use plastic bags), or
2. Be overly compacted (average density computed for all semi-trailer loads delivered in a specific calendar month may be up to 300 pounds/cubic yard, with no individual load being more dense than 600 pounds/cubic yard); or
3. Materially impair the strength or the durability of the MRF structures or equipment; or
4. Create flammable or explosive conditions in the MRF; or
5. Contain material that is on fire, smoldering, or potentially flammable; or
6. Contain chemical or other properties which are deleterious or capable of causing material damage to any part of the MRF, its personnel or the public; or
7. Include any hazardous or toxic substances as defined by applicable federal or state regulations, or any medical waste.

Exhibit F

2022 BROWN COUNTY PORT & RESOURCE RECOVERY RATES & FEES

WASTE DISPOSAL & RESOURCE RECOVERY					
				FEE	UNIT
Regular Refuse - Brown County Waste Transfer Station and South Landfill					
Preferred Contract Rate Tipping Fee				\$47.83	Per Ton
Contract Rate Tipping Fee				\$50.65	Per Ton
Gate Rate Tipping Fee				\$53.00	Per Ton
Minimum Fee				\$24.00	Each Load
Waste Tires				\$325.00	Per Ton
Asbestos				*	Per Ton
Concrete (Landfill Only)				*	Per Ton
Stumps and Wood Waste (Landfill Only)				*	Per Ton
Shingles - Clean				\$18.00	Per Ton
Large Appliances (Containing Freon)				\$15.00	Per Unit
Large Appliances (Non-Freon Containing) & Microwaves				\$5.00	Per Unit
Lead Acid Batteries				\$1.00	Per Unit
Early/Late Delivery - Solid Waste Transfer Station				\$200.00	Per Hour
Truck Scale Only				\$10.00	Per Transaction
Safety Vests				\$5.00	Each
Recycling - Brown County Recycling Transfer Station					
Recycling Tipping Fee				Market Rate	Per Ton
Glass Recycling Fee				Mkt Rate + \$25.00	Per Ton
Early/Late Delivery - Recycling Transfer Station				\$200.00	Per Hour
Refused Material at Recycling Transfer Station				\$55.00	Per Incident
Truck Scale only				\$10.00	Per Transaction
Safety Vests				\$5.00	Each
Hazardous Waste - Brown County Hazardous Material Recovery Facility					
Out-of-County Household Hazardous Waste Disposal				**	Per Pound
Very Small Quantity Business Hazardous Waste Disposal				**	Per Pound
Extinguishers, Waste Oil, Antifreeze, Household Batteries, Bulbs, Lamps				\$0.30	Per Pound
Fire Extinguishers				\$5.00	Each
Propane Cylinders (1 lb)				\$1.00	Each
*See w w w .Brow nCountyRecycling.org for further information, terms and definitions.					
**Call Port & Resource Recovery office at (920) 492-4950 for information and specific rates.					
PORT OF GREEN BAY					
				FEE	UNIT
Bay Port Dredged Material Rehandling Disposal Facility					
Out-Of-County Dredged Sediment				\$19.61	Per Cu Yd
Private Dredged Sediment				\$17.61	Per Cu Yd
Commercial Terminal Operator Dredged Sediment				\$15.61	Per Cu Yd
U.S. Army Corps of Engineers				\$13.61	Per Cu Yd
Harbor Tonnage Assessment					
Over 400,000 Tons				\$0.030	Per Metric Ton
300,000-399,999 Tons				\$0.035	Per Metric Ton
200,000-299,999 Tons				\$0.040	Per Metric Ton
100,000-199,999 Tons				\$0.045	Per Metric Ton
99,999 Tons and Under				\$0.065	Per Metric Ton
Project Cargo				\$1.50	Per Ton
Special Projects				\$375.00	Each
Active Minimum				\$1,550.00	Per Year
Inactive Minimum				\$600.00	Per Year



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

MEETING DATE

October 27, 2021

PREPARED BY

AGENDA ITEM # E.4

Consideration with possible action on request by Department of Public Works to approve the Pipeline Access and Abandonment Agreement with Westshore Pipeline Company, and to authorize the Mayor and City Clerk to sign the agreement.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. West Shore Pipeline Abandonment-CITYREVISED-03.30.21_Final 10.19.21

PIPELINE ACCESS AND
ABANDONMENT AGREEMENT

Document Number

Recording Area

Name and Return Address
Nicholas W. Kitzman
Foley & Lardner LLP
777 E. Wisconsin Avenue
Milwaukee, WI 53202

See Exhibit A

Parcel Identification Number (PIN)

This instrument was drafted by and after recording should be returned to Nicholas Kitzman , Foley & Lardner LLP, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, Telephone: (414) 297-5134.

PIPELINE ACCESS AND ABANDONMENT AGREEMENT

Pipeline Access and Abandonment Agreement dated as of [_____], 2021, between the CITY OF GREEN BAY, a Wisconsin Municipal corporation, "Landowner"), and WEST SHORE PIPE LINE COMPANY, a Delaware corporation ("West Shore").

Background:

A. Landowner owns land and improvements located at _____ in Green Bay, Wisconsin, more particularly described in attached Exhibit A ("Property").

B. West Shore owns a 10 ¾-inch diameter steel underground pipeline and related facilities ("Pipeline") running across and in the vicinity of the Property.

C. Landowner desires to give West Shore access to the Property to decommission the Pipeline, including but not limited to the removal test stations and pipe vents, cutting open and injecting grout into the pipe (that is, filling it with a specially formulated cement to prevent subsidence), sealing the ends of the pipe (the "Work"), and abandoning the Pipeline in place.

Based on the foregoing and the below mutual promises, the parties agree:

1. **Access.** Landowner gives to West Shore and its contractor's access to the Property to perform the Work.

2. **Performance.** All Work will be performed at West Shore's expense in a good and workmanlike manner, consistent with industry standards and in compliance with applicable laws, ordinances, rules and regulations ("Laws"). West Shore and its contractors will take reasonable measures to avoid materially interfering with Landowner's activities. Upon completion of the Work, West Shore will promptly repair any damage to the Property related to or caused by the Work and or West Shore's activities.

3. **Abandonment.** Upon completion of the Work, the Pipeline remaining on the Property will be deemed abandoned in place and become of the Property, and West Shore will have no further title or obligation for it, except as stated in Paragraph 4 below.

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

West Shore shall reimburse the Landowner, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. In the event that West Shore employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be West Shore's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the Landowner, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement. This indemnity provision shall survive the termination or expiration of this Agreement

5. Warranties. Landowner represents and warrants that it owns the Property and has authority to give access to the Property. Each party represents and warrants that the person or entity signing this Agreement on behalf of such party is duly authorized to execute and deliver this Agreement and to legally bind the party on whose behalf this Agreement is signed

6. Controlling Law. This agreement will be construed and interpreted in accordance with the laws of the State of Wisconsin, notwithstanding any conflicts of laws provisions.

7. No Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

8. Severability. If any provision of this agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9. No Agency. Nothing in this Agreement is intended nor may be construed to create between Landowner and West Shore either an employer/employee, joint venture, landlord/tenant, or any other similar relationship. No agent, employee or representative of either party shall be deemed to be an agent, employee or representative of the other party. Neither party shall have the authority to act for or on behalf of the other party to bind the other party without the express written approval of the other party.

10. Insurance. West Shore shall present to the Landowner a Certificate of Insurance with coverage and minimum policy limits as set forth herein. It is hereby agreed and understood that the insurance required of West Shore by the Landowner is primary coverage and that any insurance or self-insurance maintained by the Landowner, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. This insurance shall be written for not less than any limit of liability specified herein, or required by law, whichever is greater, notwithstanding that the policy may have lower limits applying elsewhere in the policy. All applicable insurance and endorsements shall be in full force and evidenced prior to commencing work and remain in force until all of the work contemplated under the Agreement is completed.

1. GENERAL LIABILITY COVERAGE

A. Commercial General Liability

- (a) \$1,000,000 each occurrence limit
- (b) \$1,000,000 personal injury and advertising injury
- (c) \$1,000,000 general aggregate
- (d) \$1,000,000 products - completed operations aggregate

B. Claims made form of coverage is not acceptable.

C. Insurance must include:

- (a) Premises and Operations Liability

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

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. CONTRACTOR POLLUTION LIABILITY (Occurrence Basis)

- A. Limit of Liability: \$1,000,000.
- B. Form must include coverage for natural resources damage
- C. Minimum must include waiver of subrogation endorsement in favor of the Landowner
- D. Coverage must include transportation and loading and unloading.

4. ADDITIONAL PROVISIONS

- * Additional Insured – On all Liability Policies, Landowner, and its officers, council members, agents, employees, and authorized volunteers shall be “Additional Insureds.”
- * Endorsement - The Additional Insured and Subrogation Waiver policy endorsements must accompany the Certificate of Insurance.
- * Waiver of Subrogation – Waivers of subrogation in favor of the Landowner must be endorsed onto Worker’s Compensation, Commercial General Liability and Automobile Liability Coverages and Pollution Liability Coverages. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the Landowner, its officers, officials, employees and volunteers for losses paid under the terms of the policy that arises from the work or activities performed by the named insured as contemplated the terms of this Agreement.
- * Certificates of Insurance - A copy of the Certificate of Insurance must be on file with the Risk Management.
- * Acceptability of Insurers - No insurance required hereunder shall be carried with an insurer not authorized to do business in Wisconsin. The Landowner reserves the right to disapprove any insurance company. A minimum AM Best Rating of A-VII is required.
- * Written Notice of Cancellation or Non-Renewal shall be sent to the Landowner 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

7. Counterparts: Recording. This Agreement may be executed in multiple counterparts, each of which will be deemed an original and all of which when taken together will be deemed to constitute the Agreement. West Shore may record this Agreement in the Brown County register of deeds office.
8. Entire Agreement. This Agreement contains the complete understanding and agreement of Landowner and West Shore with respect to all matters in this Agreement, and all prior discussions or understandings are superseded by this Agreement. This Agreement will inure to the benefit of, and be binding upon, Landowner and West Shore, and their respective successors and assigns, and will be covenants running with the land.

[Signatures Begin on the Following Page.]

4824-1076-6294.3

Signed and delivered by the parties as of the date above.

CITY OF GREEN BAY

By: _____
Eric Genrich – Mayor

By: _____
Celestine Jeffreys - Clerk

STATE OF WISCONSIN)
)SS
BROWN COUNTY)

Personally came before me this _ day of _ _ _ _ , 2021, the above
named _ _ _ _ _ , to me known to be the persons who
executed the foregoing instrument and acknowledged the same.

(Signature)

(Printed Name)

Notary Public, _ _ _ County, _____
My commission expires: . _ _ _ _ _

[Signatures Continue on Following Page]

WEST SHORE PIPE LINE COMPANY,
a Delaware corporation

By: _ _ _ _ _
[NAME/TITLE]

STATE OF _ _ _ _)
)SS
COUNTY OF _ _ _)

Personally came before me **this**__ day of _____, 2021, the above
named _ _ _ _ _ , to me known to be the _____ of WEST
SHORE PIPE LINE COMPANY, a Delaware corporation, and to me known to be the person
who executed the foregoing instrument and acknowledged the same.

(Signature)

(Printed Name)

Notary Public, _____ County, _____

My commission expires: _____

EXHIBIT

Legal Description of the Property

SERT LEGAL DESCRIPTION FROM TITLE REPORT]



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

MEETING DATE

October 27, 2021

PREPARED BY

AGENDA ITEM # E.5

Consideration with possible action on request by Department of Public Works on proposed 2021-2022 winter contractor rates report.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2021-22 winter contractor rate proposal

City of Green Bay-DPW 2021/22 Winter Contractor Rate Proposal

DPW-Operations Division conducted research regarding rates for winter contractor snow plowing assistance. DPW has attempted to maintain competitive rates for this service due to decreasing contractor interest over the past decade. Contractor interest has decreased due to better snow clearing rates offered by other entities and organizations.

The proposed winter 2021/22 contractor rates are based on 1) WisDOT Bureau of Highway Maintenance Manual Section 02-25-50 data, titled “Classified Equipment Rates” and 2) City of Green Bay-DPW equipment and labor rates. Proposed winter contractor equipment rates are a total of equipment usage hourly rate plus a cost per hour for the operator. Values are rounded to the nearest half-dollar using mathematical rounding rules. Following is a summary of the proposed contractor rate for the winter of 2021/22:

<u>Contractor Item</u>	<u>2019/20 Rate</u>	<u>Current State Rate</u>	<u>Current City Rate</u>	<u>Proposed 2021/22 Rate</u>
Grader or Loader with Wing & Operator	\$110.50	\$118.49	\$121.61	\$115.50
Small Loader & Operator (< 3 C.Y.)	\$84.50	\$71.74	\$58.92	\$85.50
Large Loader & Operator (> or = 3 C.Y.)	\$95.00	\$85.73	\$89.17	\$97.00
Hourly Rate for Meetings	\$22.00	- - -	\$23.96	\$24.00

The reader will note that the 2019/20 contractor rates for graders and meeting attendance are lower than current City and State rates. To encourage higher interest in grader usage and to increase contractor attendance at ‘mandatory’ meetings, DPW proposes to increase those two rates as shown in the table above.

Usage rates for rubber-tired loaders has dropped over the past several years due to increased availability and production rates of similar smaller equipment like skid steer and Tool Cat units. However DPW recognizes the benefit of larger loader units for roadway snow clearing; a larger bucket or plow clears pavement in less time. So although current research doesn’t justify an increase in loader rates, DPW recommends that the small and large loader rates be increased \$1.00 and \$2.00 respectively.



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

MEETING DATE

October 27, 2021

PREPARED BY

AGENDA ITEM # E.6

Consideration with possible action on proposed 2022 Parking Division rate structure.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2022 parking rate report

To: Improvements and Services Committee

From: Christopher J. Pirlot, PE
Parking Manager/Operations Director

Date: October 13, 2021

Re: Proposed 2022 Parking Division Rates and Fees

INTRODUCTION

Per City of Green Bay policy, DPW-Parking System Division (a.k.a. – Parking Division) must generate its own revenue to cover operating expenses and facility maintenance. In addition, Parking Division must pay the City for the cost of 1) outstanding parking ramp construction and maintenance bonds, 2) Finance Department support, and 3) I/T Department Support. *City property tax revenue contributes zero/no funding to support Parking Division's operating budget.*

Due to Parking Division's self-funded nature, annual revenue must balance operating expenses. Operating expenses are kept as low as practical to maintain financial stability, while providing reasonable pricing to parking patrons. However when operating costs increase, parking rates and fees must increase to balance the budget. Proposals for rate/fee changes are based on 1) economic trends, 2) parking industry trends, 3) operating expenses, and 4) necessary Parking Division programs. These factors are compared against revenue, and adjusted accordingly to balance the budget. The intent of this report is to document the recommended 2022 Parking Division rate and fee structure.

HISTORY AND DISCUSSION

Monthly parking ramp/lot rental rates – Rental parking patrons contribute the largest number of parked vehicles to the City's parking system, and constitute the largest percentage of parking revenue. Because of this, Parking Division is sensitive to parking patron concerns and adjusts rates as gently as possible to maintain a financially solvent parking system. Parking ramp/lot rental rates were last increased for 2021. Parking Division proposes to increase rental rates 3% for 2022. This increase is higher than recent past rate increases. Unfortunately COVID-19 pandemic forced most downtown businesses to institute work-from-home policies, which severely impacted Parking Division revenue. Parking occupancy in lots and ramps reduced to 30% of normal levels and currently remains near 50%. In order to maintain financial solvency, Parking Division must increase rates more.

Per past practice, rates are increased by the prescribed percentage, then adjusted up to the nearest dime. Advertised parking rental rates do not include sales tax. Sales tax is added on invoices where prescribed by State Statute. A history of ramp/lot rental rate increased is included in Table 1.

Hourly parking fees – Parking ramp and parking meter hourly rates vary from city to city depending on size of the parking program, strength of business district, local economy, and political environment in each community. The City of Green Bay parking ramp hourly rate was increased to \$0.85 per hour for 2019, and the standard parking meter rate was increased to \$0.90 per hour for 2020.

Parking industry standard is for on-street parking rates to be set higher than off-street parking rates to encourage longer-term parkers to park off-street. With parking patronage down significantly, Parking Division proposes to increase the parking meter rate to \$0.95 per hour for 2022. The hourly parking ramp rate will remain at \$0.85 per hour, to encourage longer-term parking patrons to park in a ramp instead of on-street.

In addition to the parking meter rate increase, the metered hourly parking rate in River Ramp and Adams Street Lot will increase from \$1.00 to \$1.10 per hour. These are high-demand parking facilities that fill to capacity regularly. Higher rates at these locations will encourage longer-term parking patrons to park at another location. A history of hourly parking fees is included in Table 2.

Parking citation rates – Parking citation rates vary from city to city depending on size of the parking program, strength of business district, political environment, and local economy. Green Bay's citation rates typically increase due with regional Parking Division trends; and indicators that identify local parking patrons are getting too comfortable with citation rates. If parking patrons get comfortable paying a certain citation fee, then the rate structure is not effective. All parking citation rates and late fees were last increased for 2020. Parking Division proposes no change in parking citation rates or associated late fees for 2022. A history of parking citation rates is included in Table 3.

CONCLUSIONS AND RECOMMENDATIONS

Based on 2022 operating expense needs and Parking Division's goal to avoid use of property tax revenue, it is recommended that the following parking rate/fee structure be adopted effective January 1, 2021:

1. Increase all parking rental rates 3.00%, rounded up to the nearest dime
2. Increase the parking meter rate from \$0.90 per hour to \$0.95 per hour
3. Increase the Adams Street Lot and River Ramp hourly parking rate from \$1.00 per hour to \$1.10 per hour
4. Maintain the parking ramp hourly parking rate at \$0.85/hour
5. Maintain current parking citation rates:
 - a. Overtime parking – \$22
 - b. No parking/overnight on-street parking – \$32
 - c. No stopping/standing/hydrant/fire lane – \$42
 - d. 1 week late fee – add \$12 on top of citation face value
 - e. 1 month late fee – add \$22 on top of citation face value and 1 week late fee

It is critical to note that parking rate changes proposed above were used to develop the 2022 Parking Division revenue and operating budgets. Again, due to the self-funded nature of Parking Division operations and inter-dependent structure of operating and revenue budgets, changes to the Parking Division revenue budget directly affect the operating budget. So if parking rates are approved differently from those proposed above, staff must modify the 2022 Parking Division budget so it does not exceed anticipated revenues.

Table 1
Parking Rental Rate Increase History

<u>Year</u>	<u>Rental Rate Increase (over previous year)</u>
2002	4% rate increase
2003	4% rate increase
2004	4% rate increase
2005	4% rate increase
2006	No rate increase; AND volume discount rental rate structure introduced
2007	3% rate increase
2008	3% rate increase
2009	3% rate increase
2010	No rate increase
2011	No rate increase
2012	2% rate increase
2013	No rate increase
2014	No rate increase
2015	2% rate increase
2016	2% rate increase
2017	2% rate increase
2018	No rate increase
2019	2% rate increase
2020	2% rate increase
2021	2% rate increase
2022	3% rate increase

Table 2
Hourly Parking Rate History

<u>Year</u>	<u>Ramp Hourly rate</u>	<u>Adams Street Lot/River Ramp</u>	<u>Parking Meters</u>
1972 (January 1)	\$0.10 per hour	N/A	\$0.10 per hour
1977 (January 1)	\$0.25 per hour	N/A	No change
1982 (June 28)	No change	\$0.20 per hour	\$0.20 per hour
1986 (December 1)	No change	\$0.20/hour (1-4 hrs); \$0.40/hr beyond 4	No change
1990 (July 1)	\$0.30 per hour	No change	\$0.25 per hour
1991 (January 1)	No change	No change	\$0.30 per hour
1994 (July 1)	\$0.35 per hour	\$0.35/hour (1-4 hrs); \$0.55/hr beyond 4	\$0.35 per hour
1996 (July 1)	\$0.40 per hour	\$0.40/hour (1-4 hrs); \$0.60/hr beyond 4	\$0.40 per hour
2001 (November 19) Green Bay Gold Program begins	\$0.50 per hour (first hour free)	\$0.50/hour (1-4 hrs); \$0.70/hr beyond 4	\$0.50 per hour
2004 (January 1)	No change	No change	\$0.55 per hour
2006 (January 1)	No change	\$0.70 per hour	No change
2008 (January 1)	\$0.55 per hour (first hour free)	\$0.75 per hour	\$0.60 per hour
2015 (January 1)	\$0.75 per hour	\$1.00 per hour (Adams)	\$0.75 per hour
2016 (River Ramp)	No change	\$1.00 per hour (River)	No change
2018 (January 1)	No change	No change	\$0.85 per hour
2019 (January 1)	\$0.85 per hour & change first hour N/C to first 15- minutes N/C	No change	No change
2020 (January 1)	No change	No change	\$0.90 per hour
2021 (January 1)	No change	No change	No change
2022 (January 1)	No change	\$1.10 per hour (Adams)	\$0.95 per hour

Table 3 Parking Citation Rate History

Citation Rate Change History							
<u>Year</u>	<u>Overtime Parking</u>	<u>No Parking</u>	<u>No Stopping / Standing</u>	<u>Truck off Truck Route</u>	<u>Disabled</u>	<u>1 week late</u>	<u>1 month late</u>
2000	\$4	\$10	\$20	\$50	\$50	Add \$4	add \$7
2001	\$8	\$15	\$25	No change	\$75	No change	No change
2002	No change	No change	No change	No change	No change	No change	No change
2003	No change	No change	No change	No change	No change	No change	No change
2004	No change	\$20	\$30	\$60	\$100	Add \$5	add \$10
2005	No change	No change	No change	No change	No change	No change	No change
2006	No change	No change	No change	No change	No change	No change	No change
2007	No change	No change	No change	No change	No change	No change	No change
2008	No change	No change	No change	No change	No change	No change	No change
2009	\$10	No change	No change	No change	No change	No change	No change
2010	No change	No change	No change	No change	No change	No change	No change
2011	No change	No change	No change	No change	No change	No change	No change
2012	No change	No change	No change	No change	No change	No change	No change
2013	No change	No change	No change	No change	No change	No change	No change
2014	No change	No change	No change	No change	No change	No change	No change
2015	\$15	\$25	\$35	No change	No change	No change	No change
2016	No change	No change	No change	\$100	No change	No change	No change
2017	No change	No change	No change	No change	\$150	Add \$7	Add \$15
2018	No change	No change	No change	No change	No change	No change	No change
2019	No change	No change	No change	No change	No change	No change	No change
2020	\$22 **	\$32 **	\$42 **	\$102 **	\$302 **	Add \$12	Add \$22
2021	No change	No change	No change	No change	No change	No change	No change
2022	No change	No change	No change	No change	No change	No change	No change

**** NOTE** – Starting in 2020, parking citation rates include a \$2 processing fee (per citation) that is paid to the Parking Division citation management software provider. The system is internet cloud-based, and operates in real-time.



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

MEETING DATE

October 27, 2021

PREPARED BY

AGENDA ITEM # E.7

Report of actions taken by Department of Public Works

A. Granting of Licenses

I. Sidewalk Builder

a. Rabine America Maintenance, LLC

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

October 27, 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

October 27, 2021

PREPARED BY

AGENDA ITEM # F.2

The next Improvement and Services Committee meeting is scheduled for November 24, 2021.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None