



AGENDA OF THE IMPROVEMENT AND SERVICES COMMITTEE

WEDNESDAY, JUNE 22, 2022, 5:00 PM

AMENDED

Immediately following Parks Committee.

- A. Roll Call.**
- B. Approval of the Agenda.**
- C. Approval of Minutes.**
- D. Regular Business.**
 - 1. Consideration with possible action on request to install sidewalk on the north side of University Avenue from Peters Street to Clement Street (referred from Traffic, Bicycle, & Pedestrian Commission by former Ald. LeFebvre).
 - 2. Consideration with possible action on request to install a pedestrian crosswalk crossing the west side of the University Avenue and Clement Street signalized intersection (referred from Traffic, Bicycle, & Pedestrian Commission by former Ald. LeFebvre).
 - 3. Consideration with possible action on request to consider alternatives to the overnight on-street parking ban ordinance to allow overnight on-street parking. (Ald. Wery)
 - 4. Consideration with possible action on request by Teri Johnson, 1350 Holiday Avenue, to have sidewalks removed from the Holiday Avenue frontage of the following properties: 1344 Holiday, 1345 Holiday, 1350 Holiday, 1351 Holiday, 1354 Holiday, 1355 Holiday, 1700-1702 Briquet, and 1714 Briquet Street (held at the May 11, 2022 Improvement and Services Committee meeting). (Ald. Wery)
 - 5. Consideration with possible action on issue of curb cuts for the ICAP Development project on S. Military Avenue in Green Bay.

6. Consideration with possible action on request by Department of Public Works to award a contract for Topographic Surveying Services – 2023 Capital Improvement Program to Ayres Associates, Inc. in the amount of \$85,525.
7. Consideration with possible action regarding Department of Public Works report on enforcement of proper use of City yard waste centers.
8. Consideration with possible action on request by Department of Public Works regarding approval of the annual Compliance Maintenance Annual Report (CMAR) and resolution for Wisconsin Department of Natural Resources (WDNR) sanitary sewer collection permit.
9. Consideration with possible action on request by Department of Public Works to enter into a State/Municipal Agreement with the Wisconsin Department of Transportation for the reconstruction of Mather Street – Locust Street to Gray Street, Project ID 4987-02-79/80.
10. Consideration with possible action on request by Department of Public Works to approve the annual Lift Bridge Maintenance Agreement between the City of Green Bay and Wisconsin Department of Transportation for Fiscal Year 2023.
11. Consideration with possible action on request by Department of Public Works to award the following:
 - A. A Sole Source contract for replacement of tub grinder mower to Kurz Industrial Solutions in the amount of \$24,150.
 - B. A Sole Source contract for repair of the tub grinder to Morbark, LLC, in the amount of \$27,942.21.
12. Consideration with possible action on request by Department of Public Works to award the following contracts at a staff level and report the award at the next regular meeting of the Improvement and Services Committee.
 - A. ESG 3-22 OFFICE REROOF
 - B. PARKS 5-22 BAY BEACH WILDLIFE VIEWING PLATFORM
 - C. PAVEMENT X-22 ELIZA STREET RECONSTRUCTION
 - D. PAVEMENT X-22 LEGENDS DISTRICT SIDEWALK PHASE I
 - E. PAVEMENT X-22 S. VAN BUREN STREET RECONSTRUCTION
 - F. SEWERS I-22 BASIN REPAIRS
 - G. SEWERS 2-22 LS 110 REPAIRS
13. Consideration with possible action on the review and award of the following contracts:
 - A. GBMFD 2-22 FIRE STATION NO. 4 REROOF
 - B. PARKS 4-22 (PERKINS PARK BALLFIELD RENOVATION)
14. Report the award of the following contracts:
 - A. PAVEMENT 3-22 S. VAN BUREN STREET RECONSTRUCTION
 - B. PAVEMENT 4-22 COURIER ROAD RESURFACING

C. SIDEWALKS 2022

15. Report of actions taken by Department of Public Works.

A. Granting of Licenses

I. Sidewalk Builder

- a. DeGroot Concrete LLC
- b. Independent Concrete Solutions
- c. N & L Concrete Construction LLP
- d. Pro I Property Service LLC
- e. Quality Asphalt of Green Bay LLC
- f. Sommers Construction Co., Inc.
- g. The Boldt Company
- h. Three Corners Concrete LLC

2. Tree & Brush Trimmer for Pro I Property Services LLC

E. Informational.

1. Director's Report on recent activities of the Public Works Department.
2. The next Improvement and Services Committee meeting is scheduled for July 27, 2022.

F. Adjournment.

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



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

MEETING DATE

June 22, 2022

PREPARED BY

AGENDA ITEM # D.1

Consideration with possible action on request to install sidewalk on the north side of University Avenue from Peters Street to Clement Street (referred from Traffic, Bicycle, & Pedestrian Commission by former Ald. LeFebvre).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

June 22, 2022

PREPARED BY

AGENDA ITEM # D.2

Consideration with possible action on request to install a pedestrian crosswalk crossing the west side of the University Avenue and Clement Street signalized intersection (referred from Traffic, Bicycle, & Pedestrian Commission by former Ald. LeFebvre).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

June 22, 2022

PREPARED BY

AGENDA ITEM # D.3

Consideration with possible action on request to consider alternatives to the overnight on-street parking ban ordinance to allow overnight on-street parking. (Ald. Wery)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2022-06-07 Dist 8 to I and S

Celestine Jeffreys

From: noreply@civicplus.com
Sent: Tuesday, June 7, 2022 12:33 AM
To: Celestine Jeffreys
Subject: Online Form Submittal: Alders' Petitions and Communications

Alders' Petitions and Communications

Name	Chris Wery
Committee Name	Improvement and Services Committee
Text of Communication	Review, with possible action, the overnight on street parking ban ordinance to consider alternatives to allow overnight on street parking.

Email not displaying correctly? [View it in your browser.](#)



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

MEETING DATE

June 22, 2022

PREPARED BY

AGENDA ITEM # D.4

Consideration with possible action on request by Teri Johnson, 1350 Holiday Avenue, to have sidewalks removed from the Holiday Avenue frontage of the following properties: 1344 Holiday, 1345 Holiday, 1350 Holiday, 1351 Holiday, 1354 Holiday, 1355 Holiday, 1700-1702 Briquetet, and 1714 Briquetet Street (held at the May 11, 2022 Improvement and Services Committee meeting). (Ald. Wery)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Holiday Avenue
2. Sidewalks Ald. Wery

Sent: Monday, May 2, 2022 5:27 PM

To: Steven Grenier <Steven.Grenier@greenbaywi.gov>; Chris Wery <chriswery@att.net>

Subject: RE: Holiday Avenue

How May thus be brought in front of Improvements & Services. Yes Holiday has a consistently low volume of pedestrians, and most walk on the street due to not having sidewalks on the other half of the block. Is there a law or precedent that states I have to have a sidewalk. And who does the sidewalk belong to. If it is my property, I should be allowed to remove the sidewalk. If the sidewalk belongs to the city, any and all repair should be the city's responsibility.

Teri Johnson

Sent from my Galaxy

----- Original message -----

From: Steven Grenier <Steven.Grenier@greenbaywi.gov>

Date: 5/2/22 4:45 PM (GMT-06:00)

To: teri; Chris Wery <chriswery@att.net>

Subject: RE: Holiday Avenue

Ald. Wery,

Thanks for your patience on this. Last week was one meeting after another!

When I wear my "City" hat, I can't endorse removing sidewalks. Historically, in situations like this, the request has most often been to install the walks on the properties that don't currently have them to complete the sidewalk network. That would be more consistent with the adopted Bike and Ped Plan as well.

I understand that Holiday is very likely a low volume street and that residents may feel comfortable walking without sidewalks there. It looks like Briquet Street has walk, but Locust does not.

This would be something that would have to come forward to Improvement & Services. It's not an area where traffic volumes or destinations would cause me to have a very strong opinion, like if the street fed a school or was Oneida Street. However, as a general rule, we don't support removing sidewalk once it has been installed.

If you have any other questions, please let me know.

Thanks,
Steve

Steven M. Grenier, P.E.
Director of Public Works
City of Green Bay
Department of Public Works
920.448.3097
steven.grenier@greenbaywi.gov
greenbaywi.gov

From: teri
Sent: Tuesday, April 26, 2022 6:14 AM
To: Chris Wery <chriswery@att.net>; Steven Grenier <Steven.Grenier@greenbaywi.gov>
Subject: RE: Holiday Avenue

Sidewalks are rarely used, as most individuals use the street to walk on. With the exception of home Packer games this street does not have a great deal of traffic. Thank you for your prompt response.
Teri Johnson

Sent from my Galaxy

----- Original message -----

From: Chris Wery <chriswery@att.net>
Date: 4/25/22 10:44 PM (GMT-06:00)
To: Teri Johnson, Steven Grenier <steven.grenier@greenbaywi.gov>
Subject: Holiday Avenue

Hi Teri and Steve,

Thanks for reaching out. I am going to have Director Grenier speak to the repair/replacement item. Also, Director Grenier what do you think about the sidewalk removal idea? It looks like half the block has sidewalks and the other half does not.

Alderman Chris Wery
920-490-9282
chriswery@att.net
Facebook: Alderman Chris Wery, District 8 City of Green Bay

On Thursday, April 21, 2022, 04:07:08 PM CDT, Teri Johnson wrote:

Hello Chris Wery. I live on Holiday Avenue in your district. Last year it appears that the City of Green Bay sent out what appeared to be summer help to assess or sidewalks. They were marked with either a C for City responsibility or x for residents responsibility to fix the sidewalks. There was no explanation as to how the fixed the c's and x's. I do not want my sidewalk at all, I would prefer to just have grass. The

sidewalks are on only half the block. The same for the next block and Regal street has none. Are the residents able to have the sidewalk removed/eliminated altogether rather than having them fixed. Please look into this. Teri Johnson
Thank you

Signatures of residents who oppose having sidewalks on Holiday Ave.

1. Patricia Draves
1344 Holiday Ave G.B

10. _____

19. _____

2. Cassandra Polansky
1345 Holiday Ave

11. _____

20. _____

3. Jeri Johnson
1350 Holiday Ave
Green Bay WI

12. _____

21. _____

4. Julie Lamare
1714 Briquet Street
Green Bay, WI

13. _____

22. _____

5. M.D. Ma
1714 Briquet St.

14. _____

23. _____

6. Ben Robinson
1355 Holiday Ave.

15. _____

24. _____

7. Kurt A. Schmidt
1354 Holiday Ave

16. _____

25. _____

8. _____

17. _____

26. _____

9. _____

18. _____

27. _____

Corner House



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

MEETING DATE

June 22, 2022

PREPARED BY

AGENDA ITEM # D.5

Consideration with possible action on issue of curb cuts for the ICAP Development project on S. Military Avenue in Green Bay.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Agenda Item Site Plan



Z:\PROJECTS\2021\2686.00\CONCEPT\2022-05-31 V6.1 - COLORED SITE PLAN.DWG 5/31/2022 2:29 PM



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

MEETING DATE

June 22, 2022

PREPARED BY

AGENDA ITEM # D.6

Consideration with possible action on request by Department of Public Works to award a contract for Topographic Surveying Services – 2023 Capital Improvement Program to Ayres Associates, Inc. in the amount of \$85,525.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Westwood Infrastructure
2. Ayres Associates Inc
3. Coleman Engineering Company
4. Quote Summary



Public Works Department

Administration
920.448.3100
Fax 920.448.3102

Engineering Division
920.448.3100
Fax 920.448.3102

Operations Division
920.448.3535
Fax 920.448.3536

Parking Division
920.448.3431
Fax 920.448.3370

Traffic Division
920.448.3100
Fax 920.448.3102

QUOTATION REQUEST
TOPOGRAPHIC SURVEYING SERVICES
CAPITAL IMPROVEMENT PROGRAM

Due Date: June 13, 2022 @ 2:00 P.M.

Date: May 27, 2022

From: Jennifer McCartney, City of Green Bay Construction Manager

Email: Jennifer.mccartney@greenbaywi.gov

Phone: 920-448-3093

Please quote **INSIDE DELIVERED** prices for materials listed below.

DESCRIPTION	UNIT PRICE	TOTAL
Brosig Street – Manitowoc Rd to Pecan St	\$5775	\$5775
Suydam St – Eliza St to S. City Limits	\$5950	\$5950
Mason Way – Heyrman St to Victoria St	\$3150	\$3150
Victoria Street – Amy St to Mason Way E Mason Street	\$3920	\$3920
Victoria Court - Mason Way to West Cul De Sac	\$1750	\$1750
Eliza Street – Goodell St to Suydam St	\$2695	\$2695
Emilie Street – Suydam St to 120' E of Suydam St	\$1120	\$1120
Heyrman Street – Mason Way to Kimball St	\$1890	\$1890
Heyrman Street – Cass St to E Mason St	\$3010	\$3010
Edison Street – Bellevue St to Heyrman St	\$4025	\$4025
George Street – Cass St to S Mason St	\$3430	\$3430
Smith Street – West Termini to Elizabeth St	\$2415	\$2415
Barker Street – Farlin Ave to Smith St	\$2205	\$2205
Hudson Street – Western Ave to Shawano Ave	\$6909	\$6909
Denis Place – 13 th Ave to Oak St	\$4836	\$4836
Nicolet Avenue – W Mason St to St Paul St	\$4836	\$4836
San Lorenz Drive – Sorento Dr to Hobart Dr	\$3524	\$3524

Sumac Place – West Cul De Sac to Seminole Ln	\$921	\$921
Sumac Drive – 385' East of Seminole Ln to S Trillium Circle	\$5527	\$5527
Hickory Hill – S Oneida St to 12 th Street	\$13818	\$13818
Shag Bark Lane – Sequoia Ln to Seminole Ln	\$4145	\$4145
Seneca Court – Sequoia Ln to Cul De Sac East	\$3685	\$3685
S Trillium Circle – Seminole Ln to E Trillium Circle	\$3685	\$3685
E Trillium Circle – S Trillium Circle to N Trillium Circle	\$1842	\$1842
N Trillium Circle – Indian Hill Dr to E Trillium Circle	\$2303	\$2303
Sequoia Lane – Indian Hill Dr to Seminole Ln	\$6449	\$6449
Seminole Lane – Sequoia Ln to Indian Hill Dr	\$3915	\$3915
Redwood Drive – Hickory Hill Dr to 9 th Street	\$6218	\$6218
Newtols Street – Basten St to Van Deuren St	\$3850	\$3850
Berner Street – N Irwin St to N Webster Ave	\$9380	\$9380
TOTAL PROJECT COST		\$127,178

Westwood Infrastructure

VENDOR

One Systems Drive

ADDRESS

Appleton WI 54914
CITY STATE ZIPCODE

920-830-6100

FAX



AUTHORIZED SIGNATURE

Phillip T. Roberts, Engineering Services Manager

PRINT NAME AND TITLE

June 13, 2022

DATE

920-830-6178

PHONE

Utility Note - Westwood will contact Digger's Hotline two times (one locate ticket, one "no-show" or locate ticket) to request the utilities get marked. If we are unsuccessful with getting the utilities marked, we will provide copies of the utility provided system maps to the City in lieu of providing actual locates.

I:\Deptdata\Pubworks\Engl\Professional Engineering Services\Survey Services\2021\Resurfacing

100 North Jefferson Street ❖ Room 300 ❖ Green Bay, WI 54301-5026
www.greenbaywi.gov/publicworks

June 13, 2022

Jennifer McCartney, Jennifer.McCartney@greenbaywi.gov
City of Green Bay

Re: City of Green Bay 2023 Capital Improvement Program

Dear Ms. McCartney:

Accurately completing the survey services required for any City of Green Bay project will require a commitment from a team of professionals who can work together well and provide the City with a quality product on time and within budget. Ayres is prepared to immediately begin work on this important project and do just that.

We believe we offer you these key advantages:

- **Experience:** Ayres has worked with the City of Green Bay on many projects over the past years. We understand the process and the resources required to make your projects a success.
- **Capacity and Availability:** As a full-service geospatial and engineering firm, we have the experience and resources to quickly deploy and hit the ground running on your project.
- **High-Tech Equipment:** To complete work on projects of this size, our company has made investments to give survey crews the necessary equipment to get the job done right. Most of our equipment can be operated by one person, leading to efficiencies in the field.

We look forward to working with you on this important project and are prepared to begin work immediately after receiving the notice to proceed. If you have any technical questions about our survey services, please contact me at the information below.

Sincerely,

Ayres Associates Inc



Ryan M. Beltrand, PLS
Project Manager/Manager – Northern Midwest Survey
Direct: 920.327.7848
Cell: 920.366.7036
BeltrandR@AyresAssociates.com

Project Understanding and Approach

Project Description

The project consists of topographic survey for numerous streets throughout the City of Green Bay to support your resurfacing and traffic signal program.

Scope of Services

Ayres will safely perform the services outlined below, based on the RFP dated May 23, 2022.

- Topographic Surveying:
 - Complete topographic survey of the project areas using the City of Green Bay's feature codes and line commands.
 - Survey will extend 100 feet on side roads and at intersections.
 - Coordinate with Diggers Hotline to have utilities marked throughout the project areas. Ayres is not responsible for incomplete, incorrect, or delays caused by utility locators. We will remain in contact with locators throughout the project to get locates completed in a timely and accurate manner.
 - Ayres will create 360-degree tours in lieu of project photos. See project approach for example tour.
 - Complete manhole inventory sheets as outlined in the RFP.

Project Approach

For quality and consistency, Ayres will keep the project staff consistent to ensure familiarity and uniformity throughout the project. The staffing numbers will be adequate to the project size and schedule requirements. Our project management team regularly manages large projects with multiple crews and understands the coordination requirements needed for project success. Our project manager will be in communication with the City of Green Bay throughout the duration of the project to provide updates and make staffing/resource adjustments to meet the City's project needs.

Upon award and coordination with the City of Green Bay's project management team, Ayres will begin survey activities and coordination outlined above with the City's team. Using multiple field crews, we will use the latest survey technology to accurately collect topographic and contour data along the proposed route. City-provided benchmarks will be verified, and supplemental benchmarks and control will be set for use during the construction phase of this project. Our intention is to use Wisconsin County Coordinates referenced to NAD83 horizontal datum, Brown County Zone, and the City of Green Bay vertical datum for all data collection.



Ayres' history of road reconstruction work has conditioned our field staff to fully understand and appreciate the impact our activities may represent to landowners. We strive to be courteous to landowners and their property as a consultant representing the City of Green Bay while also getting the job done in a timely manner.

Busy road intersections and other identified critical feature items may be scanned using high-definition lidar to create an accurate representation of the existing conditions. This is a method we employ to gather data accurately and safely in high-traffic areas.

A 360-degree virtual tour will be created, which can be easily shared with the project team. We've found the tours to be very useful, and they are a great resource for the design team to use throughout the design process. The 360-degree tour will replace the still photo requirement in the RFP. An example tour can be viewed by clicking the link below.

<https://siteview.ayresassociates.com/downtown-area-roadway-utility-improvements/>

Project Familiarity

Ayres is familiar with the City of Green Bay's design processes, having done many projects for the City. Ayres also completed a large overhead to underground utility project in the Schmidt Park area and has extensive right-of-way and property boundary information in our archives.

Project Team Organization

Ayres employs approximately 30 land surveyors/survey technicians in the Upper Midwest. Ryan Beltrand will serve as project manager and will be the single point of contact for this project. Ryan has direct responsibility and authority for the staffing and scheduling of the project team. Our intention is to use a core team of individuals to maintain consistency and draw on additional resources, if necessary, to meet the project milestones.

Resources

Our field staff will be fully equipped with Trimble RTK GPS and robotic total stations and laptops with access to the internet and our company servers. Additional equipment/software capabilities are:

- 360-degree cameras.
- Trimble X7 and MX8 HD scanners.
- GeoCue True View 620 lidar system with Riegl sensor.

Project Delivery

Ayres proposes to provide the City of Green Bay with a phased delivery of project areas, which will allow the City to begin design tasks before the September 30 delivery deadline. We expect a notice to proceed will be given by July 5, 2022.



Responsibilities of the Owner and Others

- Provide information and assistance as needed in a timely fashion.
- Provide existing utility maps and benchmark information.
- Creation of CADD drawings using the survey data provided in the deliverables.
- Provide as-built information and traffic control for crews to dip manholes at busy road intersections. Anticipated intersections are: Shawano Avenue, Mason Street, Webster Avenue.

Delays

Ayres cannot be responsible for delays caused by activities or factors beyond our control, including but not limited to delays caused by inclement weather that would hinder our ability to perform fieldwork, other acts of nature, failure of the client to timely furnish information or approve or disapprove surveyors' work, and failure to obtain access to property. Minor weather delays are anticipated in our scope and fee.

Fees

Our fees are broken out in the attached bid document.



Public Works Department

Administration
920.448.3100
Fax 920.448.3102

Engineering Division
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Fax 920.448.3102

Operations Division
920.448.3535
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Fax 920.448.3370

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QUOTATION REQUEST
TOPOGRAPHIC SURVEYING SERVICES
CAPITAL IMPROVEMENT PROGRAM

Due Date: June 13, 2022 @ 2:00 P.M.

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From: Jennifer McCartney, City of Green Bay Construction Manager

Email: Jennifer.mccartney@greenbaywi.gov

Phone: 920-448-3093

Please quote **INSIDE DELIVERED** prices for materials listed below.

DESCRIPTION	UNIT PRICE	TOTAL
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Suydam St – Eliza St to S. City Limits	\$3,000	\$3,000
Mason Way – Heyrman St to Victoria St	\$2,600	\$2,600
Victoria Street – Amy St to Mason Way E Mason Street	\$3,000	\$3,000
Victoria Court - Mason Way to West Cul De Sac	\$1,900	\$1,900
Eliza Street – Goodell St to Suydam St	\$3,000	\$3,000
Emilie Street – Suydam St to 120' E of Suydam St	\$1,300	\$1,300
Heyrman Street – Mason Way to Kimball St	\$2,200	\$2,200
Heyrman Street – Cass St to E Mason St	\$2,200	\$2,200
Edison Street – Bellevue St to Heyrman St	\$2,700	\$2,700
George Street – Cass St to S Mason St	\$2,500	\$2,500
Smith Street – West Termini to Elizabeth St	\$1,800	\$1,800
Barker Street – Farlin Ave to Smith St	\$2,200	\$2,200
Hudson Street – Western Ave to Shawano Ave	\$3,900	\$3,900
Denis Place – 13 th Ave to Oak St	\$2,900	\$2,900
Nicolet Avenue – W Mason St to St Paul St	\$3,000	\$3,000
San Lorenz Drive – Sorento Dr to Hobart Dr	\$2,600	\$2,600

Sumac Place – West Cul De Sac to Seminole Ln	\$1,500	\$1,500
Sumac Drive – 385' East of Seminole Ln to S Trillium Circle	\$2,100	\$2,100
Hickory Hill – S Oneida St to 12 th Street	\$9,600	\$9,600
Shag Bark Lane – Sequoia Ln to Seminole Ln	\$2,200	\$2,200
Seneca Court – Sequoia Ln to Cul De Sac East	\$1,900	\$1,900
S Trillium Circle – Seminole Ln to E Trillium Circle	\$1,600	\$1,600
E Trillium Circle – S Trillium Circle to N Trillium Circle	\$1,250	\$1,250
N Trillium Circle – Indian Hill Dr to E Trillium Circle	\$1,600	\$1,600
Sequoia Lane – Indian Hill Dr to Seminole Ln	\$3,075	\$3,075
Seminole Lane – Sequoia Ln to Indian Hill Dr	\$3,400	\$3,400
Redwood Drive – Hickory Hill Dr to 9 th Street	\$3,050	\$3,050
Newtols Street – Basten St to Van Deuren St	\$2,900	\$2,900
Berner Street – N Irwin St to N Webster Ave	\$7,150	\$7,150
TOTAL PROJECT COST	\$85,525	\$85,525

Ayres Associates Inc

VENDOR

3376 Packerland Drive

ADDRESS

Ashwaubenon, WI 54115

CITY STATE ZIPCODE

FAX



AUTHORIZED SIGNATURE

Ryan Beltrand - Manager

PRINT NAME AND TITLE

June 13, 2022

DATE

920.366.7036

PHONE

I:\Deptdata\Pubworks\Engl\Professional Engineering Services\Survey Services\2021\Resurfacing

100 North Jefferson Street ❖ Room 300 ❖ Green Bay, WI 54301-5026
www.greenbaywi.gov/publicworks

**PROPOSAL
FOR
THE CITY OF GREEN BAY**



**CAPITAL IMPROVEMENT
PROGRAM 2023**

JUNE 10, 2022

COLEMAN ENGINEERING COMPANY

CIVIL ENGINEERING • ENVIRONMENTAL ENGINEERING
GEOTECHNICAL ENGINEERING • SURVEYING





COLEMAN ENGINEERING COMPANY

CIVIL ENGINEERING • ENVIRONMENTAL ENGINEERING • GEOTECHNICAL ENGINEERING • SURVEYING

790 MARVELLE LANE, UNIT 3 • GREEN BAY, WI 54304 • PHONE: 920-264-9404

June 10, 2022

Jennifer McCartney
City of Green Bay
100 North Jefferson Street
Green Bay, WI 54301

Re: Survey Request for Topographic Survey Services – Capital Improvement Program-2023 –
City of Green Bay

Dear Ms. McCartney:

In accordance with your request on May 27, 2022 and June 7, 2022, Coleman Engineering Company (CEC) is pleased to submit this proposal to complete a survey for the above-referenced project.

Scope of Services

CEC will provide topographic survey services for the Capital Improvement Program-2023 Project in the City of Green Bay, encompassing the following areas:

- Brosig Street – Manitowoc Rd to Pecan St
- Suydam St – Eliza St to S. City Limits
- Mason Way – Heyrman St to Victoria St
- Victoria Street – Amy St to E Mason Street
- Victoria Court - Mason Way to West Cul De Sac
- Eliza Street – Goodell St to Suydam St
- Emilie Street – Suydam St to 120' E of Suydam St
- Heyrman Street – Mason Way to Kimball St
- Heyrman Street – Cass St to E Mason St
- Edison Street – Bellevue St to Heyrman St
- George Street – Cass St to S Mason St
- Smith Street – West Termini to Elizabeth St
- Barker Street – Farlin Ave to Smith St
- Hudson Street – Western Ave to Shawano Ave

- Denis Place – 13th Ave to Oak St
- Nicolet Avenue – W Mason St to St Paul St
- San Lorenz Drive – Sorento Dr to Hobart Dr
- Sumac Place – West Cul De Sac to Seminole Ln
- Sumac Drive – 385' East of Seminole Ln to S Trillium Circle
- Hickory Hill – S Oneida St to 12th Street
- Shag Bark Lane – Sequoia Ln to Seminole Ln
- Seneca Court – Sequoia Ln to Cul De Sac East
- S Trillium Circle – Seminole Ln to E Trillium Circle
- E Trillium Circle – S Trillium Circle to N Trillium Circle
- N Trillium Circle – Indian Hill Dr to E Trillium Circle
- Sequoia Lane – Indian Hill Dr to Seminole Ln
- Seminole Lane – Sequoia Ln to Indian Hill Dr
- Redwood Drive – Hickory Hill Dr to 9th Street
- Newtols Street – Basten St to Van Deuren St
- Berner Street – N Irwin St to N Webster Ave

The limits of the topographic survey area will be 100 feet beyond the intersection using centerline/centerline to measure from for the distance beyond and will include one additional manhole location outside the project limits.

See Attachment A – for survey breakdown per location.

Services to be provided by CEC include:

A. Topographic Survey

1. Perform survey work to Third Order, Class II degree of accuracy.
2. Survey work will use the City of Green Bay vertical datum.
3. Survey work will use the Brown County coordinate system.
4. Take shots in the survey limits and as shown on the provided map.
5. Use standard city field point codes as shown in the Survey Point Code List.pdf file provided.
6. The following survey shots will be taken at a minimum:
 - a. Ground shots every 50' on tangent at centerline, pavement grade breaks, medians – face of curb/island and top of curb/island, pavement edge or curb edge, flow line of curb, flange of curb, top/back of curb and both edges of the sidewalk, and along back of curb. Ground shots from B.O.C. to approximately 10 feet outside of Right of Way equally spaced on both sides of roadway.

- b. A minimum of three locations of shots will be taken around the radius of a corner (both ends of radius and midpoint.) At each location take shots at the pavement edge or curb edge, flow line of curb, and top/back of curb. Additional shots will be taken between the midpoint and end of radius if the length is greater than 20' between those two locations.
- 7. The following survey shots will be taken from the roadway centerline to approximately 10 feet outside of Right of Way on both sides of the roadway:
 - a. Any change in ground surface material (sand, grass, concrete, asphalt, gravel, etc.)
 - i. For driveway and pedestrian ramps CEC will follow provided specification details.
 - b. All driveways, parking lot entrances, private curb and gutter, ditches, pedestrian ramps, and walking paths.
 - c. All utilities – public utilities (water, storm, sanitary) inlets, manholes, fire hydrants, and utility lines including laterals; and private utilities (electric, cable, gas, etc.) including laterals.
 - i. One additional manhole (storm and sanitary) location outside project limits.
 - ii. Provide inverts, size, and direction of all pipes at each manhole (storm and sanitary).
 - iii. For structure ID numbers CEC will use maps provided by the City of Green Bay.
 - d. All property pins that are found. A list of pins found will be compiled and submitted. *CEC is anticipating surveying only visible pins and is not anticipating searching for or surveying any buried pins.
 - e. All landscaping features – planters, trees, shrubs, fences, etc.
 - f. All retaining walls, fences, bollards, building corners and faces, steps, etc.
 - g. All poles and signs – power, light, private signs, etc.
 - h. All traffic control items – control boxes, signal poles, pull boxes, traffic signs, etc.
- 8. Set control points that can easily be re-established. Establish permanent ties to control points.
- 9. Verify existing benchmarks, and provide all additional benchmarks established during survey.
- 10. Provide hard copy of all survey control points, ties and benchmark data.
- 11. Provide photos of entire project within the limits provided on map of reconstruction area.

B. AutoCAD Civil 3d File

- 1. A digital file will be delivered in a .txt format file from field survey.

Fees

Services will be invoiced on a time and materials basis for an estimated amount of \$119,500. Please understand that any estimate of cost for the above-described services is based on our current understanding of the project requirements and the level of effort needed to complete the various work tasks. An estimate should not be interpreted as a not to exceed cost. We will make every effort to not exceed our estimate and, in the event, that we do, an explanation will be provided. Please also understand that because this is a time and materials based project we will be invoicing all expenses associated with this project.

Assumptions

- The City of Green Bay will furnish, without cost to CEC, to the extent available the following:
 - Existing benchmark data and control point locations and tie sheets throughout project to be used for topographic survey.
 - Existing information pertaining to locations, sizes, and elevations of existing sanitary and storm sewers along each street listed above.
- Site will be ready for surveying when CEC arrives on-site. Delay due to improper scheduling or waiting for work to be completed will be considered out of scope and charged as such.
- Work will be completed during a Monday through Friday workweek. Work requested on weekends and/or holidays will be considered out of scope and invoiced at premium overtime rates. CEC cannot guarantee the availability of personnel on weekends and/or holidays.
- CEC will make every attempt possible to have all of the utilities located as part of our Diggers Hotline Tickets for this project. If all of our attempts do not result in complete utility markings then at this point CEC will reach out to the City of Green Bay to discuss how to proceed. Private utilities are not considered as part of this scope of work. Should the City of Green Bay require additional "Private Utility Locates" to be conducted in order to find any private utilities that are not owned and marked by the utilities responding to the Diggers Hotline Ticket, CEC can hire a private utility locating company to locate any other utilities, on a Time and Materials basis, at the City of Green Bay request. Any "Private Utility Locate" costs will be in addition to the estimate noted in the "Fees" section of this proposal.
- If any additional services are required, CEC will prepare an estimate prior to the commencement of work.
- The work described in this proposal must be authorized within 60 days for the terms to be binding.

Redistribution of Survey Data

CEC authorizes the City of Green Bay at their discretion to redistribute information provided and data compiled in conjunction with the Resurfacing Program and Traffic Signals project.

Cancellation

CEC understands the City of Green Bay reserves the right to cancel the survey of a street at any time if they see fit. *Any expenses incurred prior to cancellation will be invoiced.

Performance Schedule

CEC anticipates starting work after receiving authorization to proceed. CEC will complete the topographic survey and submit deliverables on a street-by-street basis. CEC will have all submittals to the City by September 30, 2022 as long as the authorization to proceed is provided by the end of the day July 1, 2022.

Acceptance

Should you find this proposal to be acceptable, please contact CEC and we will execute the appropriate contractual documents.

We appreciate the opportunity to submit this proposal and if you have any questions or comments, please call.

Sincerely,

COLEMAN ENGINEERING COMPANY



Casey J. Pries, PLS
Survey Manager

CJP/kk

Enclosure(s)

Attachment A

Survey Breakdown Per Location

Survey Breakdown Per Location
Capital Improvement Program 2023
City of Green Bay

Location	Approximate Distance for Topographic Survey (FT)	Approximate # of Manholes/Catch Basins	Total Estimated Cost
Brosig Street – Manitowoc Rd to Pecan St	1,850	34	\$5,700
Suydam St – Eliza St to S. City Limits	1,800	30	\$5,600
Mason Way – Heyrman St to Victoria St	1,200	24	\$3,700
Victoria Street – Amy St to E Mason Street	1,350	26	\$4,200
Victoria Court - Mason Way to West Cul De Sac	300	6	\$900
Eliza Street – Goodell St to Suydam St	1,100	27	\$3,400
Emilie Street – Suydam St to 120' E of Suydam St	100	Already counted	\$300
Heyrman Street – Mason Way to Kimball St	700	12	\$2,200
Heyrman Street – Cass St to E Mason St	1,000	18	\$3,100
Edison Street – Bellevue St to Heyrman St	1,400	27	\$4,300
George Street – Cass St to S Mason St	1,200	24	\$3,700
Smith Street – West Termini to Elizabeth St	850	17	\$2,600
Barker Street – Farlin Ave to Smith St	850	18	\$2,600
Hudson Street – Western Ave to Shawano Ave	2,000	34	\$6,200
Denis Place – 13th Ave to Oak St	1,500	19	\$4,600
Nicolet Avenue – W Mason St to St Paul St	1,500	21	\$4,600
San Lorenz Drive – Sorento Dr to Hobart Dr	1,300	17	\$4,000
Sumac Place – West Cul De Sac to Seminole Ln	500	18	\$1,500
Sumac Drive – 385' East of Seminole Ln to S Trillium Circle	1,100	16	\$3,400
Hickory Hill – S Oneida St to 12th Street	5,100	102	\$15,800
Shag Bark Lane – Sequoia Ln to Seminole Ln	1,300	23	\$4,000
Seneca Court – Sequoia Ln to Cul De Sac East	800	14	\$2,500
S Trillium Circle – Seminole Ln to E Trillium Circle	550	9	\$1,700
E Trillium Circle – S Trillium Circle to N Trillium Circle	650	8	\$2,000
N Trillium Circle – Indian Hill Dr to E Trillium Circle	600	10	\$1,800
Sequoia Lane – Indian Hill Dr to Seminole Ln	1,450	21	\$4,500
Seminole Lane – Sequoia Ln to Indian Hill Dr	550	10	\$1,700
Redwood Drive – Hickory Hill Dr to 9th Street	1,700	17	\$5,300
Newtols Street – Basten St to Van Deuren St	1,300	24	\$4,000
Berner Street – N Irwin St to N Webster Ave	3,100	57	\$9,600
TOTAL	38,700	683	\$119,500
Approx. 7.33 Miles			



Public Works Department

Administration
920.448.3100
Fax 920.448.3102

Engineering Division
920.448.3100
Fax 920.448.3102

Operations Division
920.448.3535
Fax 920.448.3536

Parking Division
920.448.3431
Fax 920.448.3370

Traffic Division
920.448.3100
Fax 920.448.3102

QUOTATION REQUEST
TOPOGRAPHIC SURVEYING SERVICES
CAPITAL IMPROVEMENT PROGRAM

Due Date: June 13, 2022 @ 2:00 P.M.

Date: May 27, 2022

From: Jennifer McCartney, City of Green Bay Construction Manager

Email: Jennifer.mccartney@greenbaywi.gov

Phone: 920-448-3093

Please quote **INSIDE DELIVERED** prices for materials listed below.

DESCRIPTION	UNIT PRICE	TOTAL
Brosig Street – Manitowoc Rd to Pecan St		\$5,700
Suydam St – Eliza St to S. City Limits		\$5,600
Mason Way – Heyrman St to Victoria St		\$3,700
Victoria Street – Amy St to Mason Way E Mason Street		\$4,200
Victoria Court - Mason Way to West Cul De Sac		\$900
Eliza Street – Goodell St to Suydam St		\$3,400
Emilie Street – Suydam St to 120' E of Suydam St		\$300
Heyrman Street – Mason Way to Kimball St		\$2,200
Heyrman Street – Cass St to E Mason St		\$3,100
Edison Street – Bellevue St to Heyrman St		\$4,300
George Street – Cass St to S Mason St		\$3,700
Smith Street – West Termini to Elizabeth St		\$2,600
Barker Street – Farlin Ave to Smith St		\$2,600
Hudson Street – Western Ave to Shawano Ave		\$6,200
Denis Place – 13 th Ave to Oak St		\$4,600
Nicolet Avenue – W Mason St to St Paul St		\$4,600

San Lorenz Drive – Sorento Dr to Hobart Dr		\$4,000
Sumac Place – West Cul De Sac to Seminole Ln		\$1,500
Sumac Drive – 385' East of Seminole Ln to S Trillium Circle		\$3,400
Hickory Hill – S Oneida St to 12 th Street		\$15,800
Shag Bark Lane – Sequoia Ln to Seminole Ln		\$4,000
Seneca Court – Sequoia Ln to Cul De Sac East		\$2,500
S Trillium Circle – Seminole Ln to E Trillium Circle		\$1,700
E Trillium Circle – S Trillium Circle to N Trillium Circle		\$2,000
N Trillium Circle – Indian Hill Dr to E Trillium Circle		\$1,800
Sequoia Lane – Indian Hill Dr to Seminole Ln		\$4,500
Seminole Lane – Sequoia Ln to Indian Hill Dr		\$1,700
Redwood Drive – Hickory Hill Dr to 9 th Street		\$5,300
Newtols Street – Basten St to Van Deuren St		\$4,000
Berner Street – N Irwin St to N Webster Ave		\$9,600
TOTAL PROJECT COST		\$119,500

Coleman Engineering Company

VENDOR

790 Marvelle Lane

ADDRESS

Green Bay, WI 54304

CITY STATE ZIPCODE

906-774-7776

FAX

Casey J. Pries

AUTHORIZED SIGNATURE

Casey J Pries, Survey Manager

PRINT NAME AND TITLE

June 10, 2022

DATE

920-264-9404

PHONE

I:\Deptdata\Pubworks\Eng\Professional Engineering Services\Survey Services\2021\Resurfacing

100 North Jefferson Street



Room 300



Green Bay, WI 54301-5026

www.greenbaywi.gov/publicworks

**2023 RESURFACING PROGRAM
SURVEY QUOTE SUMMARY**

2023 RESURFACING SURVEY		Ayres Associates	Coleman Engineering	Westwood Infrastructure
Brosig Street	Manitowoc Road to Pecan Street	\$ 3,400.00	\$ 5,700.00	\$ 5,775.00
Suydam Street	Eliza Street to S City Limits	\$ 3,000.00	\$ 5,600.00	\$ 5,950.00
Mason Way	Heyrman Street to Victoria Street	\$ 2,600.00	\$ 3,700.00	\$ 3,150.00
Victoria Street	Amy Street to E Mason Street	\$ 3,000.00	\$ 4,200.00	\$ 3,920.00
Victoria Court	Mason Way to West Cul de Sac	\$ 1,900.00	\$ 900.00	\$ 1,750.00
Eliza Street	Goodell Street to Suydam Street	\$ 3,000.00	\$ 3,400.00	\$ 2,695.00
Emilie Street	Suydam Street to 120' E of Suydam Street	\$ 1,300.00	\$ 300.00	\$ 1,120.00
Heyrman Street	Mason Way to Kimball Street	\$ 2,200.00	\$ 2,200.00	\$ 1,890.00
Heyrman Street	Cass Street to E Mason Street	\$ 2,200.00	\$ 3,100.00	\$ 3,010.00
Edison Street	Bellevue Street to Heyrman Street	\$ 2,700.00	\$ 4,300.00	\$ 4,025.00
George Street	Cass Street to S Mason Street	\$ 2,500.00	\$ 3,700.00	\$ 3,430.00
Smith Street	West Termini to Elizabeth Street	\$ 1,800.00	\$ 2,600.00	\$ 2,415.00
Barker Street	Farlin Avenue to Smith Street	\$ 2,200.00	\$ 2,600.00	\$ 2,205.00
Hudson Street	Western Avenue to Shawano Avenue	\$ 3,900.00	\$ 6,200.00	\$ 6,909.00
Denis Place	13th Avenue to Oak Street	\$ 2,900.00	\$ 4,600.00	\$ 4,836.00
Nicolet Avenue	W Mason Street to St Paul Street	\$ 3,000.00	\$ 4,600.00	\$ 4,836.00
San Lorenz Drive	Sorento Drive to Hobart Drive	\$ 2,600.00	\$ 4,000.00	\$ 3,524.00
Sumac Place	West Cul de Sac to Seminole Lane	\$ 1,500.00	\$ 1,500.00	\$ 921.00
Sumac Drive	385' E of Seminole Lane to S Trillium Circle	\$ 2,100.00	\$ 3,400.00	\$ 5,527.00
Hickory Hill	S Oneida Street to 12th Street	\$ 9,600.00	\$ 15,800.00	\$ 13,818.00
Shag Bark Lane	Sequoia Lane to Seminole Lane	\$ 2,200.00	\$ 4,000.00	\$ 4,145.00
Seneca Court	Sequoia Lane to Cul de Sac East	\$ 1,900.00	\$ 2,500.00	\$ 3,685.00
S Trillium Circle	Seminole Lane to E Trillium Circle	\$ 1,600.00	\$ 1,700.00	\$ 3,685.00
E Trillium Circle	S Trillium Circle to N Trillium Circle	\$ 1,250.00	\$ 2,000.00	\$ 1,842.00
N Trillium Circle	Indian Hill Drive to E Trillium Circle	\$ 1,600.00	\$ 1,800.00	\$ 2,303.00
Sequoia Lane	Indian Hill Drive to Seminole Lane	\$ 3,075.00	\$ 4,500.00	\$ 6,449.00
Seminole Lane	Sequoia Lane to Indian Hill Drive	\$ 3,400.00	\$ 1,700.00	\$ 3,915.00
Redwood Drive	Hickory Hill Drive to 9th Street	\$ 3,050.00	\$ 5,300.00	\$ 6,218.00
Newtols Street	Basten Street to Van Deuren Street	\$ 2,900.00	\$ 4,000.00	\$ 3,850.00
Berner Street	N Irwin Street to N Webster Avenue	\$ 7,150.00	\$ 9,600.00	\$ 9,380.00
		\$ 85,525.00	\$ 119,500.00	\$ 127,178.00



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

MEETING DATE

June 22, 2022

PREPARED BY

AGENDA ITEM # D.7

Consideration with possible action regarding Department of Public Works report on enforcement of proper use of City yard waste centers.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2022 Report on yard waste center monitoring

Inter-Office Memo

Date: June 13, 2022

To: Improvements and Services Committee

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

RE: City of Green Bay Yard Waste Center Monitoring Alternatives

Introduction

The intent of this report is to document alternatives for DPW-Operations Division to improve user compliance with the rules for use of City of Green Bay yard waste centers. Following is information, discussion, and a recommendation on this issue.

History

DPW has maintained two (2) City yard waste centers since the early 1990's when Wisconsin passed the Waste Reduction and Recycling Bill into law. Prior to that time, yard waste was allowed in landfills. Since then yard waste has been required to be properly recycled, which prompted the City to develop its yard waste centers for use by City residents.

Since the yard waste centers were developed, yard waste center monitoring has been performed to maintain compliance with City policies and rules. The first several years after development of the yard waste centers, DPW employed full-time seasonal employees who served exclusively as yard waste center monitors during all open hours. Unfortunately that program ended due to budgetary constraints. Since then yard waste center monitoring has been conducted by DPW-Operations Division full-time and seasonal/summer employees. Monitoring continues today, but only 1) during summer months between the hours of 7:00 AM and 3:00 PM, and 2) on a sporadic basis as workload and staffing allows. So enforcement is random and occurs during daytime business hours only.

On May 11, 2022 Improvements and Services Committee meeting discussed a request by Ald. Steuer to review staffing of yard waste centers to ensure that contractors do not use them. *City yard waste centers are for use only when all three (3) of the following criteria are met:*

- 1) By owners of properties located within the corporate limits of the City of Green Bay. Other Green Bay Metropolitan Area communities are excluded from use of the yard waste centers.*
- 2) For yard waste generated on the City of Green Bay property*
- 3) When the property owner or occupant performs the property clean-up work by themselves. Another party cannot perform the work for a fee.*

Contractor-generated yard waste is not allowed at City of Green Bay yard waste centers because contractors generate revenue from that service. The cost of contractor-generated yard waste disposal is imposed on the contractor's business expenses, not on the City of Green Bay.

Since Green Bay's yard waste centers were first developed, contractors have attempted to dump yard waste at a City yard waste center instead of pay to dispose of it properly at a commercial site. Contractor activity has increased over the past several years, which led to this review and report.

Alternatives/Discussion

City yard waste centers see the majority of annual use between the months of April and October. During those months, the sites are open from sunrise to sunset seven (7) days per week. City residents visit the sites at all times during open hours. Contractors and non-Green Bay residents attempt to use the sites after 3:00 PM on weekdays, and on weekends when DPW staff is not on-site.

If the City wishes to deter contractors from using the sites, they must be monitored until closed at night. DPW has considered numerous methods of monitoring yard waste centers for proper use. Those methods include:

- 1) Regular full-time staff
- 2) Seasonal staff
- 3) Security contractor
- 4) Surveillance cameras

From April 1 to October 31 (214 days) when yard waste centers see the majority of their use there are an average of 13.7 hours of sunlight per day. This equates to 2,932 hours of monitoring *per site* needed to assure 100% yard waste center usage compliance. With two (2) yard waste centers, that equates to 2.8 full-time equivalent (FTE) employees. Following is a discussion of each monitoring alternative:

Alternative 1 – Regular full-time staff

This alternative would include the following items and costs:

- Gate building at entrance – 2 x \$15,000 = \$30,000
- Electrical service for buildings – 2 x \$10,000 = \$20,000
- Employees – 2.8 FTE (5,864 hours)
- Estimated hourly wage - \$21
- Fringe benefit cost – 49.6% of wages

Using the above costs, **this alternative equates to \$50,000 for start-up plus \$184,224 annually for labor.** This alternative could work, but adds significant cost to the City budget.

Alternative 2 – Seasonal staff

This alternative would include the following items and costs:

- Gate building at entrance – $2 \times \$15,000 = \$30,000$
- Electrical service for buildings – $2 \times \$10,000 = \$20,000$
- Employees – 2.8 FTE (5,864 hours)
- Estimated hourly wage - \$15
- Fringe benefit cost – \$0

Using the above costs, **this alternative equates to \$50,000 for start-up plus \$87,960 annually for labor.** This alternative is easier on the City budget. However DPW has experienced *significant* problems over past years recruiting seasonal employees. For the summer of 2022, Operations Division has not found *any* seasonal employees. It is expected that recruiting for yard waste monitors would yield similar results. Consequently this is not a realistic alternative in the job market at this time.

Alternative 3 – Security Contractor

This alternative would include the following items and costs:

- Gate building at entrance – $2 \times \$15,000 = \$30,000$
- Electrical service for buildings – $2 \times \$10,000 = \$20,000$
- Employees – 2.8 FTE (5,864 hours)
- Estimated hourly wage - \$29
- Fringe benefit cost – included in contractor rate

Using the above numbers, **this alternative equates to \$50,000 for start-up cost plus a \$170,056 annually cost for labor.** This alternative is easier on the City budget than adding DPW employees. However, current trends show security contractor costs escalating 5% annually. This alternative will continue to be less and less cost-effective as contractor pricing increases.

Alternative 4 – Surveillance Camera System

This alternative would include the following items and costs:

- Electrical power installation (one-time cost) – $2 \times \$11,000 = \$22,000$
- Camera system – $2 \times \$6,000 = \$12,000$
- Annual operating cost = $2 \times \$1,400 = \$2,800$

Using the above numbers, **this alternative equates to \$34,000 for start-up cost plus an annual operating cost of \$2,800.** It will also require equipment upgrade and repair as necessary, and an existing staff member to review recorded video data to identify, contact, and cite violators.



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

MEETING DATE

June 22, 2022

PREPARED BY

AGENDA ITEM # D.8

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

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. CGB DRAFT 2021 eCMAR 6/14/2022
2. 2021 CMAR Resolution-6/14/2022
3. 2021 eCMAR I-S Summary 6/14/2022

Compliance Maintenance Annual Report

Green Bay Sewage Collection System

Last Updated: Reporting For:
6/14/2022 **2021**

Financial Management

1. Provider of Financial Information

Name:

Matthew Heckenlaible

Telephone:

9204483100

(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:

2021

● 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., CWP 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:

2021

● 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

\$ 2,844,707.88

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

\$ 96,621.24

3.2.3 Adjusted January 1st Beginning Balance

\$ 2,748,086.64

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

+ \$ 421,980.00

Compliance Maintenance Annual Report

Green Bay Sewage Collection System

Last Updated: Reporting For:
6/14/2022 **2021**

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

\$ 169,589.43

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

\$ 3,000,477.21

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 jetter truck with smaller jetter/vacuum combination truck; purchase of off-road UTV to aid in accessing remote sanitary sewer facilities for cleaning and inspection; replacement of a smaller utility van.

3.3 What amount should be in your Replacement Fund? \$ 3,000,477.21

Please note: If you had a CWWP 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	Superior Heights Sub'd	260000	2020
5	Annual Rehabilitation and Reconstruction Contracts	1100000	2022
6	Annual Repair, Reconstruction and Rehabilitation Contracts	850000	2022
7	Country Club Road Reconstruction	500000	2023
8	Roosevelt Reconstruction - Main Street to Stuart Street	800000	2022
9	S. Van Buren Street - E Mason Street to Stuart Street	400000	2022
10	Elmore Street Reconstruction - Gray Street to Fairview Court	800000	2022
11	Finger Road - Superior Road to Challenger Drive Reconstruction	800,000	2023
12	Howard Street - S. Ashland Avenue to Oakland Avenue Reconstruction	1200000	2023
13	School Place - S. Ashland Avenue to west cul-de-sac Reconstruction	1000000	2023

5. Financial Management General Comments

N/C

ENERGY EFFICIENCY AND USE

6. Collection System

Compliance Maintenance Annual Report

Green Bay Sewage Collection System

Last Updated: Reporting For:
6/14/2022 2021

6.1 Energy Usage

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

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations:

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	5,537	0
February	4,948	0
March	6,456	0
April	7,107	0
May	5,267	0
June	3,288	0
July	5,074	0
August	5,743	0
September	6,435	0
October	5,510	0
November	5,923	0
December	5,806	0
Total	67,094	0
Average	5,591	0

6.1.2 Comments:

Reviewing the monthly costs associated with each of the 13 sanitary stations, it was noted that there are varying 'Fixed Charges' associated with each of the stations. Discuss with the local Electric Utility why these fixed charges are not consistent amongst all the stations.

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:

N/C

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

- ☒ No
- ☐ Yes

Year:

Compliance Maintenance Annual Report

Green Bay Sewage Collection System

Last Updated: Reporting For:
6/14/2022 **2021**

By Whom:

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 select areas during wet weather events / periods.

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

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Green Bay Sewage Collection System

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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 (2021 version)
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/or newly created positions.
5. Continue to strive for zero (0) basement back-up complaints that originated from the City's sewer system.
6. Determine significant sources of Inflow & Infiltration (I/I).
7. Create a Fat, Oil, Grease detection and elimination program.
8. Development of a City wide sewer system capacity model
8. Work on obtaining American Public Works Association Accreditation in the by 2025.

Did you accomplish them?

- ☐ Yes
- ☒ No

If No, explain:

1. The City views the implementation of the CMOM as an on-going task with continued review and modifications.
2. The City continues to develop, review, modify, train and implement SOPs. This in an on-going goal/task.
3. The City continues to go through normal recruitment practices when vacancies arise within the DPW-Utility Section (Engineering & Sewers-Operations)
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)]

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6/14/2022

2021

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

Chapter 42-Utilities; Chapter 8 - Building & Construction (Plumbing)

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 2021-12-21

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:

- ☒ 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 40.94 % of system/year

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Last Updated: Reporting For:
6/14/2022 **2021**

Root removal	0	% of system/year
Flow monitoring	0	% of system/year
Smoke testing	0	% of system/year
Sewer line televising	21	% of system/year
Manhole inspections	18.2	% of system/year
Lift station O&M	4	# per L.S./year
Manhole rehabilitation	.62	% of manholes rehabbed
Mainline rehabilitation	.90	% 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 pair of inverted siphons that cross under the East River. All other river/waterway crossings are inspected or maintained on a rotating basis.

3. Performance Indicators

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

29.56	Total actual amount of precipitation last year in inches
29.52	Annual average precipitation (for your location)
467.01	Miles of sanitary sewer
13	Number of lift stations
0	Number of lift station failures
0	Number of sewer pipe failures
12	Number of basement backup occurrences
160	Number of complaints
13.66	Average daily flow in MGD (if available)
639.64	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)
0.03	Basement backups (number/sewer mile)
0.34	Complaints (number/sewer mile)
46.8	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
0.0	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

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Last Updated: Reporting For:
6/14/2022 **2021**

4. Overflows

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 is cognizant of inflow and infiltration (I/I) due to past years when basement back-up complaints were received during or shortly after significant and/or sustained precipitation events. The City 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 is cognizant of inflow and infiltration (I/I) due to past years when basement back-up complaints were received during or shortly after significant and/or sustained precipitation events. The City 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 is cognizant of inflow and infiltration (I/I) due to past years when basement back-up complaints were received during or shortly after significant and/or sustained precipitation events. There were no documented I/I performance related instances in 2021 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 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

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Last Updated: Reporting For:
6/14/2022 2021

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)

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6/14/2022 2021

Resolution or Owner's Statement

Name of Governing
Body or Owner:

City of Green Bay

Date of Resolution or
Action Taken:

2022-06-13

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 implement our Fat, Oil, Grease (FOG) program that will assist in reducing FOG from entering the sanitary sewer collection system which will reduce unnecessary preventative maintenance.

The City has augmented its portable by-pass pumping arsenal by acquiring an 8-inch pump that will aid in dealing with storm water flooding conditions as well as IF larger diameter sanitary sewers should happen to plug or fail again similar to September of 2019.

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.

**RESOLUTION APPROVING THE
WISCONSIN DEPARTMENT OF NATURAL RESOURCES
NR 208 – COMPLIANCE MAINTENANCE ANNUAL REPORT
June 28, 2022**

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, it is a requirement under a Wisconsin Pollutant Discharge Elimination System (WPDES) permit issued by the Wisconsin Department of Natural Resources to file a Compliance Maintenance Annual Report (CMAR) for its wastewater collection system under Wisconsin Administrative Code NR 208; and

WHEREAS, it is necessary to acknowledge that the governing body has reviewed the Compliance Maintenance Annual Report (CMAR); and

WHEREAS, it is necessary to provide recommendations or an action response plan for all individual CMAR section grades (of "C" or less) and/or an overall grade point average (<3.00); and

WHEREAS the City of Green Bay (City) scored an "A" in Financial Management; and

WHEREAS the City scored an "A" in Collection System Management; and

WHEREAS the City scored an "A" as an overall grade.

NOW, THEREFORE, BE IT RESOLVED that the following voluntary actions will be taken by the City in 2022:

1. Continue to review and update policies and procedures pertaining to the financial management of the City's Sanitary Sewer District;
2. Continue to review and update written policies and procedures as it relates to the management, operation and maintenance of the City's sanitary sewer collection system;
3. Continue the development of a Capacity, Management, Operation and Maintenance (CMOM) program;
4. Continue the implementation of the CMOM program for improved management and maintenance of the City's sanitary sewer collection system.

Adopted _____, 2022

Approved _____, 2022

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, City Clerk



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 14, 2022

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 2021, 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



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MEMO**

implemented on an annual basis. With existing programs that are in place, we were able to achieve a favorable standing in 2021 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
2021	A	A	A	40.94	21	160	12	0

* Double counting of footages

** Excluded complaints due to flooding, contractor damage, water main break (2021)
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 22, 2022

PREPARED BY

AGENDA ITEM # D.9

Consideration with possible action on request by Department of Public Works to enter into a State/Municipal Agreement with the Wisconsin Department of Transportation for the reconstruction of Mather Street – Locust Street to Gray Street, Project ID 4987-02-79/80.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 4897 02 79_80 C GREEN BAY, MATHER ST, LOCUST ST - GRAY ST ORG 6_15_22



**STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET URBANIZED
AREA STP-URBAN PROGRAM
PROJECT**

Program Name: STP-Urban
Population Group: 200,000-500,000
Sub-program #: 206
Cycle: SFY 2022-2007

Date: June 16, 2022
I.D.: 4897-02-79/80
Roadway Name: MATHER STREET
Limits: LOCUST STREET TO GRAY STREET
County: BROWN
Roadway Length: 0.758 MILES
Functional Classification: COLLECTOR
Project Sponsor: CITY OF GREEN BAY

The signatory, **CITY OF GREEN BAY**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: **This 0.758-mile, 36-foot wide, urban 2-lane facility was last improved in 1962. The existing roadway consists of concrete pavement with two 11-foot lanes with parking lanes, integral concrete curb concrete sidewalk on both sides. The existing facility does not provide for on road bicycle accommodations. The existing facility roadway was constructed in 1952 and has reached the end of its useful service life. The existing concrete pavement has many areas of transverse cracking along with concrete panel settlement. Municipal utilities that exist under the pavement are also in need of repair and/or replacement. Work to these utilities along with pavement repair, would result in reduced ride quality and further pavement deterioration.**

Proposed Improvement - Nature of work: **Reconstruction-Modernization – This urban facility is proposed to be reconstructed to meet WisDOT standards with installation of new asphalt pavement, base, concrete curb and gutter, storm water sewer system, sidewalk replacement as needed, ADA compliant curb ramps, lighting and marked bicycle lanes. The intent of the improvement is to match the urban typical section on Mather Street from Roy Street to Vroman Street. Minor property interests are anticipated for installation of curb ramps and grading. The roadway is proposed to be open under staged construction.**

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable federal requirements: **Maintenance and repair of haul roads, detour (if applicable), improvements/adjustments to water main and sanitary sewer facilities and roadway widths exceeding WisDOT standards.**

The Municipality agrees to the following **SFY 2022-2027** Urbanized Area project funding conditions:

Project ID **4897-02-79** design costs are funded with up to 80% federal funding up to a funding limit of **\$441,760**. The Municipality agrees to provide the remaining 20% and any funds in excess of the **\$441,760** federal funding limit.

Non-participating design costs which include real estate, railroad and compensable utility costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

Project ID **4897-02-80** construction costs are funded with up to 80% federal funding up to a funding limit of **\$3,678,711**. The Municipality agrees to provide the remaining 20% and any funds in excess of the **\$3,678,711** federal funding limit.

Non-participating construction costs which include, but is not limited to, relocation/adjustments to water and sanitary sewer facilities and maintenance and repair of haul roads are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year **2027**. Sunset date: **June 30, 2032**

Sunset Date is determined based on the date a project is scheduled to be authorized. Sunset date is calculated as six years from the beginning of the state fiscal year (SFY) in which a project is initially scheduled.

Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary of Costs Table below are estimates. The final Municipal share is dependent on the final federal participation, and actual costs will be used in the final division of cost for billing and reimbursement. In no event shall federal or State funding exceed the estimate of **\$4,120,471** in the Summary of Costs Table, unless such increase is approved in writing by the State through the State's Change Management Policy prior to the Municipality incurring the increased costs.

SUMMARY OF COSTS					
PHASE	Total Est. Cost	Federal Funds	%	Municipal Funds	%
ID 4987-02-79					
Design	\$530,000	\$424,000	80% *	\$106,000	20% + BAL
State Review	\$22,200	\$17,760	80% *	\$4,440	20% + BAL
<i>Project Totals</i>	\$552,200	\$441,760		\$110,440	
ID 4987-02-80					
Participating Construction	\$5,200,000	\$3,271,979	63%*	\$1,928,021	37% + BAL
Non-Participating Construction	\$99,800	\$0	0% *	\$99,800	100%
Construction Engineering	\$626,000	\$393,896	63% *	\$232,104	37% + BAL
State Review	\$20,400	\$12,836	63% *	\$7,564	37% + BAL
<i>Project Totals</i>	\$5,946,200	\$3,678,711	N/A *	\$2,267,489	BAL
Total Est. Cost Distribution	\$6,498,400	\$4,120,471	N/A	\$2,377,929	N/A

*Design ID# **4987-02-79** federal funding is limited to **\$441,760**.

*Construction ID# **4987-02-80** federal funding is limited to **\$3,678,711**.

This request is subject to the terms and conditions that follow (pages 3 – 8) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signatures certify the content has not been altered by the municipality. Signed for and in behalf of: City of Green Bay (please sign in blue ink.)		
Name	Title	Date
Signed for and in behalf of the State :		
Name	Title	Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113.
 - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
 - e. Competitive bidding and confidentiality requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06. This includes the sharing of financial data prior to the conclusion of the competitive bid period.
 - f. All applicable Disadvantaged Business Enterprise (DBE) requirements that the State specifies.
 - g. Federal statutes that govern the Surface Transportation Program (STP), including but not limited to 23 U.S.C. 133.
 - h. General requirements for administering federal and state aid set forth in Wis. Stat. 84.03.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2022-2027 Urbanized Area STP-Urban program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:

- a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - f. Signing and pavement marking.
 - g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
 - i. Preliminary engineering and design.
 - j. State review services.
5. The work will be administered by the State and may include items not eligible for federal participation.
6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to federal funds. Upon completion of the project, a final audit will be made to determine the final division of costs subject to project funding limits in the Summary of Costs Table. If reviews or audits show any of the work to be ineligible for federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the 2022-2027 Urbanized Area STP-Urban improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
- a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Real estate for the improvement.
 - f. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - g. All work related to underground storage tanks and contaminated soils.
 - h. Street and bridge width in excess of standards, in accordance with the current *WisDOT Facilities Development Manual*.

8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
9. Work to be performed by the Municipality without federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
11. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. 51.01 (5), sexual orientation as defined in Wis. Stat. 111.32 (13m), or national origin.
12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed federal financing commitments or are ineligible for federal financing. To guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
13. In accordance with the State's sunset policy for Local Bridge Program projects, the subject 2022-2027 STP improvement must be constructed and in final acceptance within six years from the beginning of the state fiscal year (SFY) in which a project is initially scheduled. Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
15. The Municipality will at its own cost and expense:
 - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance in a manner consistent with reasonable industry standards, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
 - e. Provide complete plans, specifications, and estimates to State upon request.
 - f. Provide relocation orders and real estate plats to State upon request.
 - g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.

- h. Provide maintenance and energy for lighting.
- i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

16. It is further agreed by the Municipality that:

- a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse State if State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such *Manual of Uniform Traffic Control Devices* as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred with by the Federal Highway Administration.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The Municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.
- f. The Municipality is responsible for any damage caused by legally hauled loads, including permitted oversize and overweight loads. The contractor is responsible for any damage caused to haul roads if they do not obey size and weight laws, use properly equipped and maintained vehicles, and do not prevent spilling of materials onto the haul road (*WisDOT Standard Specifications* 618.1, 108.7, 107.8). The local maintaining authority can impose special or seasonal weight limitations as defined in Wis. Stat. 349.16, but this should not be used for the sole purpose of preventing hauling on the road.

The bid item 618.0100 Maintenance and Repair of Haul Roads (project) is ineligible for federal funding on local program projects as per the State/Municipal Agreement. The repair of damages as a result of hauling materials for the project is the responsibility of the Municipality as specified in the State/Municipal Agreement Terms and Conditions under Municipal Responsibilities and Requirements.

LEGAL RELATIONSHIPS:

- 17. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.

18. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
19. Contract modification: This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of either this State/Municipal Agreement or any of its attachments may be changed, waived or terminated orally.
20. Binding effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party enforcement rights.
21. Choice of law and forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

22. Non-appropriation of funds: With respect to any payment required to be made by the State under this State/Municipal Agreement, the parties acknowledge the State's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Municipality or the State may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
23. Maintenance of Records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Municipality, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Municipality shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

24. The Municipality agrees to the following 2022-2027 Urbanized Area STP-Urban project funding conditions:
 - a. ID 4987-02-79: Design is funded with 80% federal funding up to a funding limit of **\$441,760**, where applicable when the Municipality agrees to provide the remaining 20% and any funds in excess of the **\$441,760** state/federal funding limit. This phase includes plan development and state review. The work includes project review, approval of required reports and documents and processing the final Plan, Specification & Estimate (PS&E) document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.
 - b. Real estate is funded 100% by the Municipality. Real estate acquisition is 100% the responsibility of the Municipality.
 - c. Railroad items are funded 100% by the Municipality.

- d. Utility items are funded 100% by the Municipality.
- e. ID 4987-02-80: Construction:
 - i. Costs for items such as grading, gravel, asphalt, curb & gutter, sidewalk, traffic control, etc. are funded with 80% federal funding up to a funding limit of **\$3,678,711**, when the Municipality agrees to provide the remaining 20%, and any funds in excess of the **\$3,678,711** federal funding limit.
 - ii. Non-participating costs for water and sanitary facilities, utilities, maintenance and repair of haul roads and detours are funded 100% by the Municipality. Costs include construction delivery.
 - iii. Costs for this phase include an estimated amount for state review activities, to be funded 63% with federal funding and 37% by the Municipality.

[End of Document]



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

MEETING DATE

June 22, 2022

PREPARED BY

AGENDA ITEM # D.10

Consideration with possible action on request by Department of Public Works to approve the annual Lift Bridge Maintenance Agreement between the City of Green Bay and Wisconsin Department of Transportation for Fiscal Year 2023.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Lift Bridge Maintenance Agreement - 2023 City of Green Bay

Routine Bridge Maintenance and Operation Agreement

Wisconsin Department of Transportation

Fiscal Year 2023

City of Green Bay

This Agreement is made by and between the State of Wisconsin Department of Transportation, a Wisconsin state agency, (the “Department”) and City of Green Bay, a Wisconsin municipal body corporate, (the “City”), collectively referred to as the Parties in accordance with Wis. Stat. §§ 84.07(1), (2) and 83.015.

WHEREAS, the City owns a movable bridge identified as City Structure B-05-0311, also known as Ray Nitschke Memorial (Main Street) Bridge; and

WHEREAS, the Department owns movable bridges B-05-0134 Mason St. Bridge and B-05-0269 Walnut St. Bridge; and

WHEREAS, pursuant to a prior agreement, the City has operated the above described movable bridges on behalf of itself and the Department; and

WHEREAS, the Parties desire to transfer certain operational duties of City Structure B-05-0311, B-05-0134 Mason St. Bridge and B-05-0269 Walnut St. Bridge from the City to the Department.

NOW THEREFORE, upon the mutual promises contained herein, and upon such other consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Department requires the City to perform the Services described in Section 2 and allow the B-05-0311 Bridge Access as described in Section 4, and the City agrees to perform the Services and allow the B-05-0311 Bridge Access. It is understood that the Services and B-05-0311 Bridge Access authorized under this Agreement shall be accomplished in compliance with state and federal law, and under the general direction of the Department.

2. The City agrees to provide labor, equipment, and authorized materials needed to perform traffic control operations for routine maintenance activities of the following movable bridges located on the State Trunk System in the City:

B-05-0134 Mason St. Bridge

B-05-0269 Walnut St. Bridge

(the “Services”). The total estimated City costs of the Services is: \$15,000. Charge ID: 0005-05-25.

3. Payment for Services will be made to the City based on actual labor, including fringe benefit costs, and equipment. Itemized invoices for the Services shall be submitted monthly, within one-month of the period which the work was performed, as required by Wis. Stat. § 84.07(2). Invoices shall be emailed to Jason Lahm at jason.lahm@dot.wi.gov. The Department will make payments after the Department verifies the invoices are in accordance with this Agreement. All payments are subject to audit by the Department.

4. The City agrees to allow Department staff and Department contracted staff to access and enter the City Structure B-05-0311 and to operate the lift bridge structure, and perform required activities needed to operate the lift bridge structure. No costs shall be incurred by the City for Department directed operations or activities on the City Structure B-05-0311. The Department will notify the City in writing or by phone prior to

any required B-05-0311 Bridge Access. The Department and Department contracted staff will describe to the City the purpose of the required B-05-0311 Bridge Access.

5. The Parties agree that any and all other prior agreements with respect to operations of City Structure B-05-0311, B-05-0134 Mason St. Bridge and B-05-0269 Walnut St. Bridge are hereby rescinded and terminated.

6. Insurance Coverage. The State of Wisconsin Department of Transportation will not issue individualized evidence of insurance. The State, its agencies, and departments are self insured. The State's Self-Funded Liability and Property Programs are self-maintained comprehensive programs of commercial insurance that meets the laws of the State of Wisconsin. Insurance requirements are met by self- insurance rather than purchasing insurance in a commercial insurance market.

The Department is granted sovereign immunity and is therefore immunized against liability and suit by all parties. Sovereign immunity cannot be waived and no provision or term in this agreement shall be construed to limit, affect, or waive sovereign immunity. The Department cannot waive subrogation or liability or provide indemnification in any manner. Wis. Stat. sec. 895. 46 provides for the payment of certain negligence claims against WisDOT employees and agents.

7. Each Party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, officers, officials, agents, boards, committees, commissions, agencies, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions, including providing its own defense, except as provided herein. In situations including joint liability, each Party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, officers, officials, agents, boards, commissions, committees, agencies, and representatives. It is not the intent of the Parties to waive any statutory protections or impose liability beyond that imposed by state statutes. The obligations of the Parties under this paragraph shall survive the expiration or termination of this Agreement. Either Party may enforce the terms of this Agreement by any legal means.

8. Either party may, with 90-day written notice, unilaterally terminate this Agreement, effective if given/served prior to July 1st, 2023. Should the Department be given due and sufficient notice of the termination of this Agreement by the City, the Department agrees to fulfill all the contractual duties and responsibilities of the City prior to termination of this Agreement.

Any written notice of termination shall be served upon the following representatives by certified mail, return receipt requested:

On Behalf of City of Green Bay:
Steve Grenier
City of Green Bay – Director of Public Works
100 N. Jefferson St. Room 300
Green Bay, WI 54303

On Behalf of the Department:
Thomas Hardinger
Wisconsin Department of Transportation – North Central Region
1681 2nd Ave S.
Wisconsin Rapids, WI 54495

9. In connection with the Services provided under this Agreement, the Parties agree not to discriminate against any employee or applicant for employment because of sex, age, race, religion, color, handicap, physical condition, developmental disability as defined in Wis. Stat. § 51.01(5), sexual orientation, or national origin. This Section shall include, but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms

of compensation; and selection for training, including apprenticeship. The Parties shall post in a conspicuous place, available for employees and applicants for employment, notices setting forth this Section.

10. This Agreement will be construed and interpreted in accordance with the laws of the State of Wisconsin, notwithstanding any conflicts of laws provisions.

11. Neither Party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other Party.

12. 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.

13. This Agreement constitutes the Parties' complete agreement and may only be modified, amended, or added after the date of this Agreement by a written instrument executed by both Parties, except as otherwise provided herein.

14. This Agreement may be executed in several counterparts, and the signatures on this Contract may be transmitted electronically. Electronic signatures will be deemed to constitute original signatures and counterparts to this Agreement containing the signatures (whether original or electronic) of all the parties will be deemed to constitute a single, enforceable Contract.

IN WITNESS WHEREOF, the Parties, by their authorized officer or representatives, have caused this Agreement to be executed as of the date both Parties have signed below.

WISCONSIN DEPARTMENT OF TRANSPORTATION

By: _____

Title: _____

Date: _____

CITY OF GREEN BAY

By: _____
Erich Genrich - Mayor

Date: _____

By: _____
Kris A. Teske - Clerk

Date: _____



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

MEETING DATE

June 22, 2022

PREPARED BY

AGENDA ITEM # D.11

Consideration with possible action on request by Department of Public Works to award the following:

- A. A Sole Source contract for replacement of tub grinder mower to Kurz Industrial Solutions in the amount of \$24,150.
- B. A Sole Source contract for repair of the tub grinder to Morbark, LLC, in the amount of \$27,942.21.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- 1. Kurz-Quote_QUO30802_1654699069898
- 2. Morbark Quote-6519183
- 3. Sole Source Signed Document Tub Grinder DPW



Quote #QUO30802

RASMUSSEN ELECTRIC/POWER & CONTROL
A DIVISION OF KURZ INDUSTRIAL SOLUTIONS
925 GODDARD WAY
GREEN BAY WI 54311
United States

Quoted Date **Expiration Date**

6/8/2022 6/22/2022

Bill To
CITY OF GREEN BAY
100 N JEFFERSON ST
ROOM 105 CITY HALL
GREEN BAY WI 54301

Ship To
CITY OF GREEN BAY
100 N JEFFERSON ST
ROOM 105 CITY HALL
GREEN BAY WI 54301

Requested By	Project/RFQ#	Sales Rep	Quoted By
Tim	Tim- 350 HP Weg	HOUSE ACCOUNTS - GREEN BAY	Zachary Dockum

Terms	Freight Terms	Customer PO	Customer Phone #
1%10DNET30D			(920) 492-3748

Shipping/Special Instructions

#	Manufacturer	Part Number	Description	Cust P/N	QTY	Est Del	Price	Total
1	WEG	35018ET3GRB449T-W22	350 HP, 1800 RPM, 447/9T FRAME, 460V, 394 FLA, 1.15 SF, TEFC 1 Currently in stock in PA. Shows a few other locations with motors on order		1		\$24,150.00	\$24,150.00

Subtotal	\$24,150.00
Shipping & Handling	
Tax Total (%)	\$0.00
Total	\$24,150.00

Terms of Sale

The prices stated in our offer and confirmation of the order are based on the calculation available at the time the offer is made or order confirmed. Quotes are valid for 15 days unless agreed to in a superseding document or existing formal contract.

Delivery: The delivery date shall be deemed met if, by the time of its expiry, the goods to be supplied have left our works or we have made such goods available for delivery and informed the buyer that the goods are ready to be shipped.

Delays: KURZ shall not be liable for any damages, costs, or expenses, or for delays in performance due to circumstances beyond its reasonable control, including without limiting the generality of the foregoing, any priority system established by any agency of the United States Government, fires, floods, storms, and other acts of God, accidents, strikes, insurrections, war, shortages of materials, lack of transportation and failure of performance of subcontractors and/or suppliers for similar reasons

Review the full standard Kurz Terms of Sale at www.kurz.com/terms-conditions

In closing, we would like to take this opportunity to thank you for giving Kurz Industrial Solutions, Inc. the opportunity to provide you with this proposal. Should you have any questions or require additional information, please feel free to contact us at (920) 886-8200. We look forward to hearing from you!

Pro Forma Invoice



MORBARK®



Morbark, LLC
8507 S. Winn Road
P.O. Box 1000
Winn, MI 48896
Sales: Phone: 800.831.0042 | Fax: 989.866.2280
Customer Support Call Center: Phone: 800.255.8839

SOLD TO:

CITY OF GREEN BAY
519 S ONEIDA ST
MIKE
GREEN BAY WI 54303-2009
USA

IMPORTANT: All invoices are due and payable in U.S. Dollars in Guadalupe County, Texas, or where indicated below. No goods to be returned without our written permission. Goods must be returned transportation charges pre-paid. A handling charge will be made on all returned goods.

CUSTOMER NO	33384597	TERRITORY		PAGE	1 of 3
ORDER DATE	13-MAY-22	CUSTOMER PO			
INVOICE DATE	06/16/22	SHIPPED VIA	BEST WAY		
SALES ORDER	6519183 - SQ	FREIGHT TERMS	FCA FACTORY- FRT ARRANGED &		
		FC1	PREPAID, TRANSFER AT ORIGIN		
PAYMENT TERMS	CREDIT CARD CHARGE	CODE	MCC		
DELIVERY & INSTRUCTIONS					
		SHIP TO:	REQUESTED SHIP DATE	13-MAY-22	

CITY OF GREEN BAY
519 S ONEIDA ST
MIKE
GREEN BAY WI 54303-2009

ITEM NUMBER	BRANCH	DESCRIPTION	PICKSLIP # COO/LOT/SERIAL	QUANTITY SHPPED	LIST PRICE	DISC %	EXTENDED AMOUNT
24253-075	9380	"100-2 1 1/4 CUT TO 36' 8""		1	3,273.45		3,273.45
24253-041	9380	LINK,CONNECTING		1	14.82		14.82
24253-042	9380	LINK,OFFSET		1	46.31		46.31
30473-565	9380	SPROCKET - NOT SLOTTED		24	263.84		6,332.16
24721-219	9380	SPRING,RUBBER,HOLLOW		2	268.63		537.26
40016-567	9380	WEAR PLATE, ROTOR END, 1200XL		2	966.58		1,933.16
40196-565	9380	SIDE WEAR PLATE, ASSY, 1100		1	518.93		518.93
35021-567	9380	GRATE, 6 HEX		2	1,023.89		2,047.78
REMARKS							CONTINUED

IMPORTANT: Alamo Group or affiliates (Alamo Group) shall not be liable to any person for any claim for injuries or damages which claim for injuries or damages arises out of or which results from the repair of this product by a person or firm other than Alamo Group. Repair parts are intended for use only on equipment manufactured or sold by Alamo Group.

Pro Forma Invoice

Remove this portion of the invoice,
attach payment and mail to:

Make Check Payable in US Funds to:

Morbark
PO Box 277213
Atlanta, Georgia 30384-7213

Acct Name CITY OF GREEN BAY
Acct No 33384597
Invoice No -
Invoice Date 06/16/22
Invoice Total 27,942.21

Amount Paid
Disc Taken
Check #

Pro Forma Invoice



MORBARK®



Morbark, LLC
8507 S. Winn Road
P.O. Box 1000
Winn, MI 48896
Sales: Phone: 800.831.0042 | Fax: 989.866.2280
Customer Support Call Center: Phone: 800.255.8839

SOLD TO:

CITY OF GREEN BAY
519 S ONEIDA ST
MIKE
GREEN BAY WI 54303-2009
USA

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ORDER DATE	13-MAY-22	CUSTOMER PO			
INVOICE DATE	06/16/22	SHIPPED VIA	BEST WAY		
SALES ORDER	6519183 - SQ	FREIGHT TERMS	FCA FACTORY- FRT ARRANGED &		
		FC1	PREPAID, TRANSFER AT ORIGIN		
PAYMENT TERMS	CREDIT CARD CHARGE	CODE	MCC		
DELIVERY & INSTRUCTIONS					
		SHIP TO:	REQUESTED SHIP DATE	13-MAY-22	

CITY OF GREEN BAY
519 S ONEIDA ST
MIKE
GREEN BAY WI 54303-2009

ITEM NUMBER	BRANCH	DESCRIPTION	PICKSLIP # COO/LOT/SERIAL	QUANTITY SHPPED	LIST PRICE	DISC %	EXTENDED AMOUNT
18520-816	9380	"BELTING - 36"" X 51' 4""		1	6,107.18		6,107.18
24719-376	9380	SUPER SCREW		1	2,047.78		2,047.78
40595-901	9380	INSERT,WEARWOLF, G2		24	46.07		1,105.68
21624-417	9380	BOLT,GRADE 8,3/4-10 X 6		100	4.00		400.00
40749-571	9380	INSERT, ALPHA BEST		45	30.06		1,352.70
26824-519	9380	SEAL,KIT,ROTOR		1	59.89		59.89
24276-914	9380	SPROCKET		2	624.13		1,248.26
26838-195	9380	FILTER,HYDRAULIC,ELEMENT		2	88.97		177.94
REMARKS					CONTINUED		

IMPORTANT: Alamo Group or affiliates (Alamo Group) shall not be liable to any person for any claim for injuries or damages which claim for injuries or damages arises out of or which results from the repair of this product by a person or firm other than Alamo Group. Repair parts are intended for use only on equipment manufactured or sold by Alamo Group.

Pro Forma Invoice

Remove this portion of the invoice,
attach payment and mail to:

Make Check Payable in US Funds to:

Morbark
PO Box 277213
Atlanta, Georgia 30384-7213

Acct Name CITY OF GREEN BAY
Acct No 33384597
Invoice No -
Invoice Date 06/16/22
Invoice Total 27,942.21

Amount Paid
Disc Taken
Check #

MORBARK®

BOXER
A WORLDWIDE COMPANY

DENIS CIMA
A WORLDWIDE COMPANY

RAYCO
A WORLDWIDE COMPANY

CITY OF GREEN BAY
519 S ONEIDA ST
MIKE
GREEN BAY WI 54303-2009

Amount Paid	
Disc Taken	
Check #	

City of Green Bay, Wisconsin
REQUEST FOR APPROVAL OF "NO SUBSTITUTE" PURCHASE SPECIFICATION

TO : Purchasing Division/Administrative Services

DATE: 06/16/22

FROM: Department/Division *Department of Public Works*

REQUISITION #

List "No Substitute" Item(s) here:

Tubgrinder rebuild parts and (1) 350 HP, 460V electric motor.

Select One:

- ☒ 1) One Time Purchase Estimated Cost: \$ **52,092.21**
- ☐ 2) Annual Commodity purchase: Estimated annual cost: \$
- ☐ 3) Item may be purchased again: Indicate term: Estimated Annual Cost: \$
- Example: 1 year, indefinite, etc. Long term requests will be reevaluated periodically)

We request approval of a "NO SUBSTITUTE" specification for the purchase of the subject item(s)
Check appropriate justification(s). Provide DETAILED explanation(s) below.

- ☒ 1. Sole Source – The below signed has searched the market and verified that no comparable item is available.
- ☐ 2. Single Source – Although comparable items are available, THIS is the only brand/model that will work.
- ☐ 3. Item(s) is (are) only acceptable replacement part(s) known for _____ (Identify)
- ☐ 4. Continuity of design is overriding consideration (ex: playground equipment or street furniture)
- ☐ 5. Safety:
- ☐ 6. Other:

*Explanations shall contain sufficient information and justification for the items to be considered and approved as "NO SUBSTITUTE" items. Failure to do so will result in the request being denied and returned to the originator.

*Recommending Department Head will be available to defend said recommendation to the appropriate City Committee and/or Common Council.

PLEASE EXPLAIN YOUR REASONS FOR THIS REQUEST (additional info may be attached on a separate sheet):

The Department of Public works utilizes an all-electric 2015 Morbark 1200XL tub grinder at both City owned yard waste centers to grind up and process trees and yard debris from both City owned properties and residence of Green Bay. The grinder experienced a motor housing failure on a main drive motor and due to location of the failure, the motor cannot be rebuilt. After in-depth searching, a replacement in-stock motor was located from Kurz Industrial Solutions for the cost of \$24,150. Due to supply chain backups and lengthy lead times, the Department elected to pursue the purchase of this in-stock motor which has a (1) week lead time.

Additionally, due to the nature of the material being processed such as grass clippings, sod, leaves, shrubs, branches and large trees, which are abrasive and cause wear to the machine, proper preventative maintenance must be performed in order to extend the service life and prevent breakdowns. With 5,000 running hours, the replacement of wear items such as the roller chain, sprockets, wear plates, conveyor belt and augers needs to be completed. The required parts are available only through the manufacture of the machine, the quoted cost is \$27,942.21 with a lead-time of 1-2 weeks depending on shipping.

Approvals:

Requestor:

Date: 6-16-22

Department Head:

Date: 06/16/22

Purchasing Manager:

Date: 6/16/22



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

MEETING DATE

June 22, 2022

PREPARED BY

AGENDA ITEM # D.12

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

- A. ESG 3-22 OFFICE REROOF
- B. PARKS 5-22 BAY BEACH WILDLIFE VIEWING PLATFORM
- C. PAVEMENT X-22 ELIZA STREET RECONSTRUCTION
- D. PAVEMENT X-22 LEGENDS DISTRICT SIDEWALK PHASE I
- E. PAVEMENT X-22 S. VAN BUREN STREET RECONSTRUCTION
- F. SEWERS I-22 BASIN REPAIRS
- G. SEWERS 2-22 LS 110 REPAIRS

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

June 22, 2022

PREPARED BY

AGENDA ITEM # D.13

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

- A. GBMFD 2-22 FIRE STATION NO. 4 REROOF
- B. PARKS 4-22 (PERKINS PARK BALLFIELD RENOVATION)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- 1. Bid Summary - Public w As-Read GBMFD 2-22 FIRE STATION NO. 4 REROOF
- 2. Bid Results - PARKS 4-22 PERKINS PARK BALLFIELD RENOVATION

CITY OF GREEN BAY, WISCONSIN
SUMMARY OF BIDS FOR CONTRACT

GBMFD 2-22 FIRE STATION NO. 4 REROOF

Tuesday, June 7, 2022

Contractor	Base Bid	Base Bid + Alt. 1	Bid Bond
PREMIER ROOFING DESIGN	\$82,358	\$84,858	5%
As-Read	\$82,350	\$84,850	
Any questions, call 920-448-3100			

PARKS 4-22 (PERKINS PARK BALLFIELD RENOVATION)

Quest Number: 8220387

Closing Date: Tue, 06/14/2022 02:00 PM CDT

Posting Type: Construction Project

Owner Name:	Green Bay WI, City of
Owner Contact:	Steven Grenier, P.E.
Owner Phone:	920-448-3100
Solicitor Name:	Green Bay WI, City of
Contact:	Ting Thompson-Eagan
Email:	ting.thompson-eagan@greenbaywi.gov
Phone:	920-448-3103
Award Date:	
Comments:	
Award Status:	Pending
Letting Bid Tabulation:	View on vBid

Company	Contact	Phone	E-mail	Amount	Awarded	Comment
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Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

June 22, 2022

PREPARED BY

AGENDA ITEM # D.14

Report the award of the following contracts:

- A. PAVEMENT 3-22 S. VAN BUREN STREET RECONSTRUCTION
- B. PAVEMENT 4-22 COURIER ROAD RESURFACING
- C. SIDEWALKS 2022

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- 1. Bid Results - PAVEMENT 3-22 S. VAN BUREN STREET RECONSTRUCTION
- 2. Bid Results - PAVEMENT 4-22 COURIER RESURFACING
- 3. Bid Results - SIDEWALKS 2022

PAVEMENT 3-22 S. VAN BUREN STREET RECONSTRUCTION

Quest Number: 8202390

Closing Date: Tue, 05/31/2022 02:00 PM CDT

Posting Type: Construction Project

Owner Name:	Green Bay WI, City of
Owner Contact:	Steven Grenier, P.E.
Owner Phone:	920-448-3100
Solicitor Name:	Green Bay WI, City of
Contact:	Ting Thompson-Eagan
Email:	ting.thompson-eagan@greenbaywi.gov
Phone:	920-448-3103
Award Date:	
Comments:	
Award Status:	Pending
Letting Bid Tabulation:	View on vBid

Company	Contact	Phone	E-mail	Amount	Awarded	Comment
Jossart Brothers, Inc.	Jason Hermsen	920-339-8500	jasonh@jossartbrothers.com	\$ 830,075.15		
Feaker & Sons Co Inc	Randy Barlament	920-336-3344	feaker@att.net	\$ 837,517.10		
Peters Concrete Company	Duke Peters	920-494-3700	quote@petersconcrete.com	\$ 842,685.55		
David Tenor Corporation	David Tenor	920-360-9246	david.tenor.dtc@gmail.com	\$ 848,311.30		
Dorner Inc.	Tina Aschenbrenner	920-845-2442	tina.asch@dornerinc.com	\$ 978,308.32		
Vinton Construction Company	Estimating at Vinton Construction	920-682-0375	quotes@vintonwis.com	\$ 983,533.44		
Soper Sewer & Water, LLC.	Estimating Department	9202334869	Estimating@sopercompanies.com	\$ 1,075,979.24		

PAVEMENT 4-22 COURIER ROAD RESURFACING

Quest Number: 8220393

Closing Date: Tue, 06/14/2022 02:00 PM CDT

Posting Type: Construction Project

Owner Name:	Green Bay WI, City of
Owner Contact:	Steven Grenier, P.E.
Owner Phone:	920-448-3100
Solicitor Name:	Green Bay WI, City of
Contact:	Kyle Vander Loop
Email:	kyle.vanderloop@greenbaywi.gov
Phone:	920-448-3110
Award Date:	
Comments:	
Award Status:	Pending
Letting Bid Tabulation:	View on vBid

Company	Contact	Phone	E-mail	Amount	Awarded	Comment
MCC, Inc.	Alicia Marx	920-749-3360	bidding@murphyinc.org	\$ 291,966.39		
Northeast Asphalt, Inc.	Kim Bosman	920-494-0543	kbosman@neasphalt.com	\$ 396,320.50		

SIDEWALKS 2022

Quest Number: 8213481

Closing Date: Tue, 06/07/2022 02:00 PM CDT

Posting Type: Construction Project

Owner Name:	Green Bay WI, City of
Owner Contact:	Steven Grenier, P.E.
Owner Phone:	920-448-3100
Solicitor Name:	Green Bay WI, City of
Contact:	Mark Wisneski
Email:	mark.wisneski@greenbaywi.gov
Phone:	920-448-3106
Award Date:	
Comments:	
Award Status:	Pending
Letting Bid Tabulation:	View on vBid

Company	Contact	Phone	E-mail	Amount	Awarded	Comment
Al Dix Concrete Inc	Dylan Dix	920-766-4344	dixconcrete@yahoo.com	\$ 2,017,964.80		



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

MEETING DATE

June 22, 2022

PREPARED BY

AGENDA ITEM # D.15

Report of actions taken by Department of Public Works.

A. Granting of Licenses

I. Sidewalk Builder

- a. DeGroot Concrete LLC
- b. Independent Concrete Solutions
- c. N & L Concrete Construction LLP
- d. Pro I Property Service LLC
- e. Quality Asphalt of Green Bay LLC
- f. Sommers Construction Co., Inc.
- g. The Boldt Company
- h. Three Corners Concrete LLC

2. Tree & Brush Trimmer for Pro I Property Services LLC

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

June 22, 2022

PREPARED BY

AGENDA ITEM # E.I

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

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

June 22, 2022

PREPARED BY

AGENDA ITEM # E.2

The next Improvement and Services Committee meeting is scheduled for July 27, 2022.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None