



AGENDA OF THE IMPROVEMENT AND SERVICES COMMITTEE

**WEDNESDAY, MARCH 15, 2023, 5:00 PM
AMENDED**

PLEASE NOTE MEETING ROOM CHANGE

Immediately following Parks Committee.

**In person at City Hall, Room 207.
Virtual attendance also available via Zoom.**

A. Zoom Meeting Information.

- I. This item contains Zoom information, instructions, and a link to the Virtual Comment Form.

B. Roll Call.

C. Approval of the Agenda.

D. Approval of Minutes.

E. Regular Business.

- I. Consideration with possible action on request by Meade Electric Co. Inc. to enter into an annual Hold Harmless Agreement for access to the City of Green Bay sewer system to conduct inspections of the sewer mains and laterals.
2. Consideration with possible action on request by Department of Public Works to contract with Kone, Inc., the City's elevator maintenance contractor, to complete repairs to Elevator #4 at the Pine Street Ramp in the amount of \$29,995.
3. Consideration with possible action on request by Department of Public Works to award Danz and Military Landfills - Native Planting Maintenance to NES Ecological Services in the amount of \$28,500.

4. Consideration with possible action on request by Department of Public Works to enter into a Memorandum of Understanding between the City of Green Bay and the University of Wisconsin – Green Bay to allow access to the Tank Farm Pond property (Parcels 6-18 and 6-29) for data collection and on-going research.
5. Consideration with possible action on request by Department of Public Works to purchase a replacement tractor for Closed Circuit Television (CCTV) inspection of sanitary and storm sewer facilities within the City.
6. Consideration with possible action on request by Department of Public Works to amend the Brown County Solid Waste Management Agreement for 2023 establishing a “Direct Haul Contract Rate” for waste hauled directly to the landfill by the City of Green Bay instead of hauling to the transfer station.
7. Consideration with possible action ordering the improvements constructed and levying the assessments for asphalt pavement for S. Maple Avenue from Ninth Street to North Termini.
8. Consideration with possible action on the list of Department of Public Works projects to be included in the 2023 City of Green Bay Capital Improvement Plan (held from the March 1, 2023 Improvement & Services meeting).
9. Consideration with possible action on the review and award of the contract PAVEMENT 1-23 S. VAN BUREN STREET RECONSTRUCTION to Peters Concrete Company in the amount of \$1,388,022.95.
10. Consideration with possible action on the review and award of the contract PAVEMENT 2-23 HURON ROAD SIDEWALK ADDITION to Peters Concrete Company in the amount of \$299,226.20.
11. Consideration with possible action to approve and accept the additional rights-of-way required for the reconstruction of School Place – Oak Street to 13th Avenue.

<u>Part of Tax Parcel #</u>	<u>Interest Required</u>	<u>Owner Name(s)</u>	<u>Amount</u>
3-660	Fee	Donna M & Melissa M Corpus	\$1,400
3-662	Fee	Jackie Micolich	\$1,400

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

A. Granting of Licenses

1. Sidewalk Builder

- a. Allied Concrete Construction Inc.
- b. Loch Construction Co., Inc.
- c. Three Corners Concrete LLC
- d. Verheyen Construction Co.

2. Underground Sprinkler System

- a. Roberts Quality Irrigation, LLC

F. Informational.

1. Director's Report on recent activities of the Public Works Department.
2. The next Improvement and Services Committee meeting is scheduled for March 29, 2023.

G. Public Hearings.

H. Adjournment.

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

Virtual Meeting Instructions



Improvement and Services Committee

Zoom Meeting Information

Join Zoom Meeting

<https://us02web.zoom.us/j/82206544400?pwd=NDd1bmszNUhBWw9XRvU5ck1zMjZQT09>

Meeting ID: 822 0654 4400

Passcode: 635662

One tap mobile

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

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

Dial by your location

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 822 0654 4400

Passcode: 635662

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

Public Comments

If you wish to speak at this public meeting or leave a comment, please fill out the online [Comment Form](#) prior to the meeting.

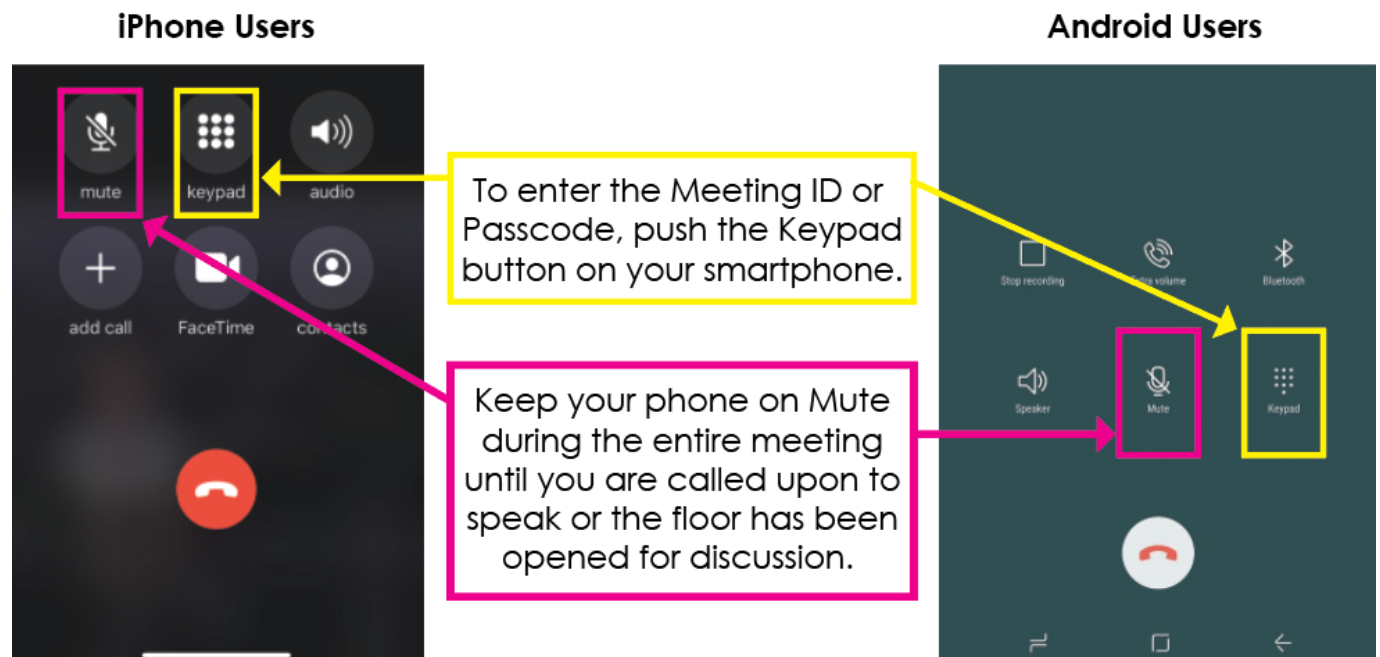
Additional Information

1. Wisconsin Open Meetings Law still applies
 - a. Persons interested in speaking to an item must state their name and address for the minutes.
 - b. Committee/Commission/Board members will still follow *Roberts Rules of Order Newly Revised 12th edition*.
2. Please log into the Zoom meeting at least 10 minutes before the meeting begins to ensure a proper connection and that your technology is working.
 - a. If you are a Board Member, please log into [CivicClerk](#) with a computer, laptop, or tablet device.
3. Once you are in the meeting please mute yourself.
 - a. You may unmute yourself when you are called upon to speak.
4. Waiting room
 - a. When you call in or connect via web or Zoom app, you will be placed in a "waiting room."
 - b. The meeting host will then admit you to the meeting, and mute you upon entrance (you will still be able to hear and or otherwise observe the meeting).
5. Registering
 - a. The host may ask you to register for the meeting. A registration link will be sent to you along with the invite. You'll receive another email confirming that you're registered for the meeting.
 - b. If you're using a phone, your registration will be tied to an email.
6. Raising your hand
 - a. Committee/Commission/Board members—you can either use CivicClerk and request to speak or you can also utilize the "raise your hand" tool in the Zoom platform (you'd need to use a computer or tablet) to let the host know you would like to speak. You can also un-mute yourself and start speaking.
 - b. Persons with items on the agenda or other interested parties—you can also utilize the "raise your hand" tool on the Zoom platform via computer or mobile device. You will be allowed to speak once the committee, commission, or board has moved to "open the floor for interested parties to speak." Once discussion on your agenda item has concluded, the host will mute you, unless the committee opens the floor again.
7. What devices should I use?
 - a. Smart phone (please see more detailed instructions on page 3)
 - b. Land line
 - c. Tablet—in advance of the meeting, please download the Zoom Meeting app by using either the Apple Store or the Play Store. You will be asked to input your name, to identify you for the meeting.
 - d. Computer—you can access the meeting through a web browser by clicking on the meeting link, or through the Zoom Meeting app. If using the app, please download it in advance of the meeting. You will be asked to input your name, to identify yourself for the meeting.
 - e. For tablet and computer users—if you download the app you may be asked to verify your email.

8. Zoom etiquette
 - a. Muting yourself when you're not speaking will prevent your background noise from interfering with others' ability to listen to and participate in the meeting.
 - b. If you're using a telephone, please identify yourself with your phone number and state your name and address before you speak. Zoom meeting hosts can see only your telephone number and will ask you to identify yourself.
9. Closed session
 - a. Persons in the Zoom meeting will be put into a waiting room while the committee/commission/board meets in Closed Session. Participants will be admitted back into the Zoom meeting once the committee reconvenes in Open Session.
 - b. Persons watching a Common Council meeting live on YouTube will see a gray screen with the City logo during closed session.
10. Persons interested in attending anonymously or listening to the meeting may call in by dialing *67 followed by the phone number in the Zoom Meeting Information box.

Calling into the Zoom meeting using a smartphone

1. Dial the phone number listed at the beginning of this document.
2. When prompted, enter the Meeting ID number followed by #
3. Once you are in the meeting, notify the meeting host that you are in and state your name.
4. If you do not wish to speak, please make sure your phone is on **Mute**
 - a. If you're using a smartphone, look at your screen and click the Mute button





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

MEETING DATE

March 15, 2023

PREPARED BY

AGENDA ITEM # E.1

Consideration with possible action on request by Meade Electric Co. Inc. to enter into an annual Hold Harmless Agreement for access to the City of Green Bay sewer system to conduct inspections of the sewer mains and laterals.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Hold Harmless Agreement - Sewer Access



HOLD HARMLESS AGREEMENT - SEWER ACCESS

THIS AGREEMENT is made in the City of Green Bay, Brown County, Wisconsin, by and between the CITY OF GREEN BAY, A WISCONSIN MUNICIPAL CORPORATION (hereinafter "CITY"), and Meade Electric Co. Inc. (hereinafter "CONTRACTOR").

WHEREAS, CONTRACTOR wishes to conduct an inspection of the sewer main(s) and sewer lateral(s) in the street(s) identified on the attached plan sheet(s), in the City of Green Bay commencing the 22nd day of March, 2023; and

WHEREAS, the inspection conducted by CONTRACTOR will involve the use of Closed Circuit Television (CCTV) which will be inserted into the sewer main(s) and sewer lateral(s); and

WHEREAS, CONTRACTOR wishes to place vehicles and equipment in the CITY right-of-way located in the vicinity of the street(s) identified on the attached plan sheet(s);

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth and other good and valuable consideration acknowledged by the parties herein, it is hereby agreed as follows:

1. CITY grants to CONTRACTOR permission to use CCTV to inspect the sewer main(s) and sewer lateral(s) identified on the attached plan sheet(s) commencing the 22nd day of March, 2023, and ending the 7th day of April, 2023.
2. CITY grants to CONTRACTOR permission to place its equipment and vehicles in the vicinity of the street(s) identified on the attached plan sheet(s) commencing the 22nd day of March, 2023, and ending the 7th day of April, 2023, in accordance with the terms and conditions of the City of Green Bay Street Obstruction Permit (granted separately).

3. CONTRACTOR shall submit plan sheet(s) of the area identifying all streets impacted and points of entry to the sewers, a list of all property owners to be notified, and any other information requested by the Department of Public Works.

4. CONTRACTOR shall present to the CITY a Certificate of Insurance with coverage and minimum policy limits as follows:

A. General Liability:

1. Commercial General Occurrence policy edition 2006 or 2010, including:

- a. Premises and Operations
- b. Products and Completed Operations
- c. Advertising and Personal Injury
- d. Explosion, Collapse and Underground Hazard coverage
- e. Contractual Insurance in writing under General Liability
- f. Broad Form Property Damage
- g. Coverage for Independent Contractors
- h. Care, Custody and Control coverage for City-owned materials at worksite
- i. Endorsement naming the City of Green Bay, its employees, agents and assigns as Additional Insureds as respects work performed by the Contractor/Subcontractor for the City/Owner.

2. Bodily Injury/Property Damage Combined Single Limits:

- | | |
|--|-------------|
| a. Per Occurrence | \$1,000,000 |
| b. Products/Completed Operations Aggregate | \$2,000,000 |
| c. Personal Injury/Advertising Injury | \$1,000,000 |
| d. Fire Damage Limit | \$50,000 |
| e. Medical Payments Limit | \$5,000 |
| f. General Aggregate | \$2,000,000 |

B. Automobile Liability:

1. Coverage must include the following extensions:

- a. All Owned Autos
- b. All Hired Autos
- c. All Non-owned Autos
- d. Mobile Equipment
- e. Specialized Equipment
- f. Contractual Insurance
- g. Uninsured Motorist to Limit of Policy
- h. Additional Insured Endorsement naming City of Green Bay, its employees, agents and assigns.

2. Combined Single Limit/Bodily Injury and Property:

- a. Damage per person per accident \$1,000,000
- b. Uninsured Motorists:
 - i. Per person \$25,000
 - ii. Per accident \$50,000

C. Workers' Compensation and Employers' Liability Insurance:

1. Workers' Compensation:

- a. Per accident \$1,000,000
- b. Disease policy limit \$1,000,000
- c. Disease each employee \$1,000,000

2. Employers' Liability: \$1,000,000

D. Contractor's Pollution Liability (Occurrence Basis): CONTRACTOR shall have a minimum liability limit of one million dollars (\$1,000,000), which must include coverage for natural resources damage, waiver of subrogation, and transportation, loading and unloading coverage.

E. Umbrella Liability: CONTRACTOR shall provide five million dollars (\$5,000,000) for bodily injury, personal injury and property damage per occurrence in excess of coverage carried for Employers' Liability, Commercial General Liability, and Automobile Liability.

The CITY, its officials, employees, and agents shall be named as "Additional Insured" on all policies which are listed in this section. This coverage shall be primary to the Additional Insured, and not contributing with any other insurance or similar protection available to the Additional Insured whether other available coverage is primary, contributing or excess. This contract shall include an endorsement stating the following: Written Notice of Cancellation or Non-Renewal shall be sent to:

City of Green Bay
Attn: Risk Management
100 North Jefferson Street
Green Bay, WI 54301-5006

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

5. CONTRACTOR shall have a confined space entry program that meets or exceeds the requirements found in 29 CFR 1910.146.

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

CONTRACTOR shall reimburse the CITY, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

In the event that CONTRACTOR employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be CONTRACTOR'S responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the CITY, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.

This indemnity provision shall survive the termination or expiration of this Agreement.

7. CONTRACTOR is solely responsible for placement, removal, repair or maintenance of said equipment and vehicles.

8. CONTRACTOR shall submit all post inspection records of sewer main and laterals and any records of sewer cleaning, if applicable, to CITY within two weeks of completing the work.

9. All damage to CITY and/or Private facilities shall be assumed to be caused by CONTRACTOR, unless the damage is reported to CITY by CONTRACTOR at the time of inspection.

10. This Agreement may be Amended only during the calendar year in which it has been granted.

11. This Agreement and permission granted may be revoked at any time by the CITY, upon written notice to CONTRACTOR.

--SIGNATURES ON FOLLOWING PAGE--

Meade Electric Co. Inc.

Dated: _____, 20__

By: _____

PRINT OR TYPE NAME OF AUTHORIZED ABOVE

STATE OF WISCONSIN)
)ss.
COUNTY OF BROWN)

Personally appeared before me this _____ day of _____, 20__, the above-named _____, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

PRINT OR TYPE NAME OF NOTARY ABOVE
Notary Public, _____ County, WI
My Commission Expires: _____

CITY OF GREEN BAY

Dated: _____, 20__

By: _____

Eric Genrich, Mayor

Attest: _____

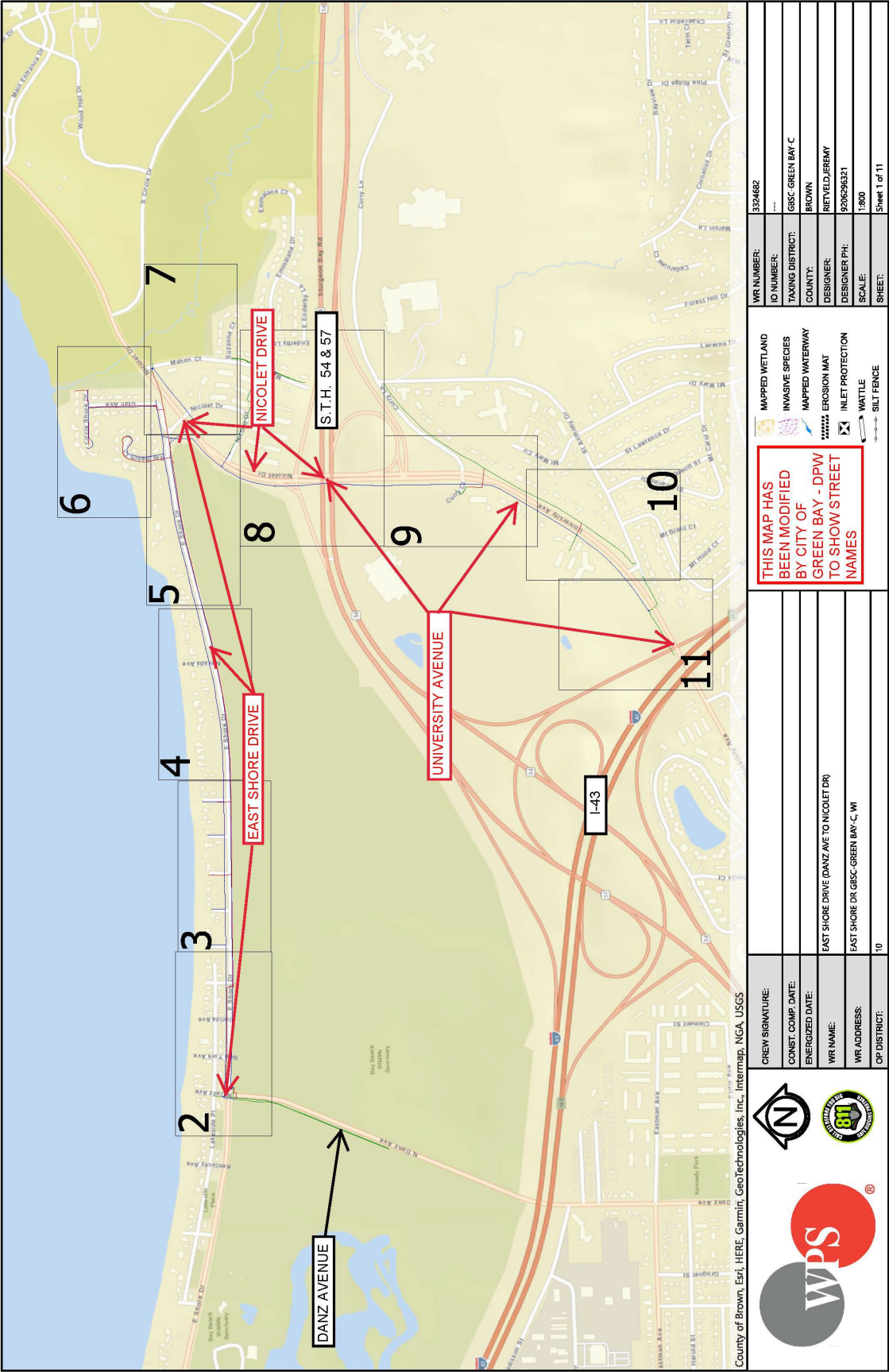
Celestine Jefferys, Clerk

STATE OF WISCONSIN)
)ss.
COUNTY OF BROWN)

Personally appeared before me this _____ day of _____, 20__, the above-named Eric Genrich, Mayor, and Celestine Jefferys, Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

PRINT OR TYPE NAME OF NOTARY ABOVE
Notary Public, Brown County, WI
My Commission Expires: _____

Attachments: Facilities Map Showing Sewer Lines to be Entered and Points of Access





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

MEETING DATE

March 15, 2023

PREPARED BY

AGENDA ITEM # E.2

Consideration with possible action on request by Department of Public Works to contract with Kone, Inc., the City's elevator maintenance contractor, to complete repairs to Elevator #4 at the Pine Street Ramp in the amount of \$29,995.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. PINE STREET RAMP ELEV 4 2-27-2023

2/27/2023

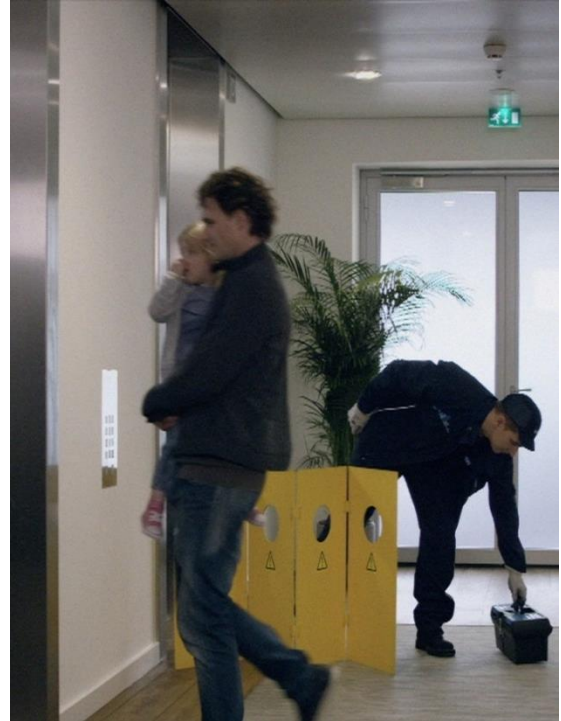
City of Green Bay

Pine Street Ramp
333 Pine Street
Green Bay, WI 54301

Dear Justin:

The safety, performance and reliability of your vertical transportation equipment is important to us. We understand the value of the equipment to your building and know that the following areas are important to you:

- Passenger and employee safety
- Code compliance
- Performance and reliability
- Accessibility
- Aesthetics
- Eco-efficiency



Therefore, based on our detailed equipment evaluation, we thank you for the opportunity to submit the following proposal to you which will help improve your equipment in one or more of the above areas. Our trained service technicians will follow proven performance procedures to perform the recommended work in a safe, professional manner designed specifically for each piece of equipment.

Upon your approval, please sign and return the following proposal to our local Branch Office for processing or issue the appropriate purchase order number.

Should you have any questions regarding this agreement, or if we can be of any further assistance, please contact me at (920) 289-1085.

Sincerely,

Paul D. Olson

Sales Executive
KONE Inc.

2/27/2023

City of Green Bay
Pine Street Ramp
333 Pine Street
Green Bay, WI 54301

KONE Inc.
740 Moasis Drive, Suite J
Little Chute, WI 54140
Tel 920.289.1085
www.kone.com
paul.olson@kone.com

RE: Passenger Elevator Repair
Kone Equipment # 20309878 (State RO# 505219)
Pine Street Elevator #4

Dear Justin,

We propose to furnish and install the following for your Elevator #4 located at Pine Street Ramp for the sum of: **\$29,995 (Twenty Nine Thousand Nine Hundred Ninety Five and 00/100 Dollars)**. Price includes removal of existing components, use taxes, and permit.

POWER UNIT REPLACEMENT

We will furnish and install a new hydraulic power unit. The motor and pump will be submersed under the oil inside the tank in order to provide for sound isolation. A muffler, designed to reduce pulsation and noise, which may be present in the flow of hydraulic oil, will be provided in the oil line at the top of the pump.

Control valves, including a safety check valve, an up direction valve with high pressure relief including up leveling and soft stop features and a lowering valve including down leveling and manual leveling feature, will be mounted in a compact unit assembly. A shut off valve, designed to shut off the flow of oil between the cylinder and the Power Unit, will be provided in the oil line in the machine room. Automatic two-way leveling will be provided to automatically stop and maintain the car approximately level with the landing, regardless of change in load.

Also included is changing out the oil in the elevator system; disposal of old oil; final adjustments to the valve for proper floor leveling; State elevator alteration permit; and State inspection.



Benefits:

- Improves ride quality and smoother starts & stops throughout the ride
- Improves passenger and tenant satisfaction by reducing noise pollution and vibration
- Improves reliability and availability - reduces service interruptions
- Reduces operating expenses for service requests not covered under your agreement
- Improves parts availability for power units which are obsolete and parts that are not readily available
- Improves leveling - minimizes the risk of tripping hazards which improves safety and reduces claims risk

Comprised of four major components – the tank, valve, pump and pump motor – which operate together to control the oil flow required to move and stop the elevator. Improper operation by any of the components in the power unit can result in more shutdowns, safety tripping hazards, entrapments, slower performance, uncomfortable start/stop & ride and more.

Price

Our total price to perform the above-mentioned work is: \$29,995 plus applicable taxes. Our price includes applicable labor, material and permit fees. This proposal is not binding on KONE until approved by an authorized KONE representative. Pricing is subject to KONE's attached Terms and Conditions for tendered repairs and, by signing below, Purchaser hereby agrees to these Terms and Conditions. Price is valid for 30 days from the date of this proposal.

Down Payment

The above quoted price is based on a twenty-five percent (25%) down payment due within 30 days of signed proposal.

ACCEPTANCE: The foregoing Agreement is hereby signed and accepted in duplicate on behalf of **City of Green Bay**

(Signature)

(Print Name)

(Print Title)

Date: ____ / ____ / ____

Respectfully submitted by,
KONE Inc.

Paul D. Olson

Paul D. Olson, Sales Executive

(Approved By) Authorized Representative

Title

Date: ____ / ____ / ____

Bid Attachment "A"

Terms and Conditions

The parties agree to be bound by the terms and conditions contained in the Proposal, together with the terms and conditions contained herein. No amendment or other change to this Proposal is binding on KONE. KONE shall not order or release equipment for manufacturing prior to execution of a contract by both parties

SPECIAL PURCHASING REQUIREMENTS

This proposal is made without regard to compliance with any special purchasing and/or manufacturing requirements including, but not limited to, Buy America, Buy American, U.S. Steel, FAR clauses, minority/disadvantaged supplier requirements or similar state procurement laws. Should such requirements be applicable to this project, KONE reserves the right to modify and/or withdraw our proposal.

VALIDITY OF QUOTATION

Proposal scope, pricing, and terms are subject to review and change without notice prior to final contract execution by a KONE Corporate Officer. No representation is made that the proposal complies with all or part of any request for quotation, third party specification, or other document.

WORK AND SERVICES NOT INCLUDED

The Proposal is exclusive of all preparatory work, civil works, and all materials and services other than those clearly specified. This proposal specifically excludes any additional costs associated with concealed or subsurface conditions. Wiring and conduit outside of the hoistway and machine room are not included. The installation, maintenance, and the operating costs of the phone line for monitoring services shall be borne by the Customer.

TEMPORARY USE

Temporary use of the equipment may be granted, if required by contract, provided the use period allows adequate time for equipment restoration for final

delivery. Temporary use will be invoiced separately per the KONE Temporary Use Agreement and is subject to payment terms indicated therein. The Customer shall assume all risk of temporary use and operation, supply its own operator and, at the end of the temporary use period, return the equipment to KONE in "like new" condition. Specific noise ratings cannot be guaranteed, due to the different building characteristics and ambient noise levels.

PRICE

Under no circumstances shall KONE be responsible for labor and material cost adjustments resulting from project delays which extend beyond the end of the current calendar year. This amount and/or extensions of time shall only be adjusted by properly approved change orders indicating related modifications to the scope of work and/or to the terms and conditions.

INSTALLATION

The work shall be performed during regular I.U.E.C. working hours and days, Monday to Friday, statutory holidays excluded. Any changes in the progress schedule with respect to the sequence, acceleration or duration of work shall be mutually agreed upon.

If overtime work is mutually agreed upon and performed, the additional price for such work shall be added to the Proposal price at KONE's standard overtime rates. KONE will not commence overtime work without an executed change order.

If the installation work and final acceptance cannot be performed in an uninterrupted manner for any reason beyond KONE's control, the Customer shall provide storage and protect the supplied equipment at the Customer's risk and cost and separately compensate KONE for any costs caused by such delay including, but not limited to, double handling of equipment.

KONE will provide union labor and will make reasonable efforts to ensure that they will work in

harmony with others and behave in an appropriate manner while on site.

PAYMENT TERMS

Payments are due 30 days from invoice date, based on work progress as follows:

- A. Customer agrees to pay zero percent (0%) of the Agreement amount including any accepted options and/or alternates upon acceptance of this Agreement.
- B. Monthly progress billings may be issued by KONE to cover labor expended and materials stored on or off site during the month.
- C. Customer agrees to pay the amount of any tax imposed by any existing law, or by any enacted after the date of this Agreement, based upon the transfer, use, ownership or possession of the equipment involved in the services rendered herein.
- D. Final payment shall become due and payable upon completion of the work described in this Agreement. Failure to pay any sum due to KONE within thirty (30) days of the invoice will be a material breach. Simple interest at 1.5% per month will be charged on amounts not paid when due. In the event of default on the payment provisions herein, Customer agrees to pay, in addition to any defaulted amount, all attorney fees, collection costs in connection therewith, and all prejudgment interest.

KONE reserves the right to delay and/or suspend the work and services, including manufacturing, delivery, installation and/or final turnover of the equipment, for non-payment. KONE also reserves the right to suspend all warranty service if final payment is not received within forty-five (45) days from the completion of the Project. In states requiring notice prior to filing a lien, this notice requirement is deemed satisfied through this paragraph. Prior to returning the equipment to service, KONE must be paid in full, less

10% maximum retention, the contract value including all change orders. Additionally, prior to turnover KONE requires a signed Final Acceptance Form and receipt of a Final Punchlist for the project from all parties.

In the event that Purchaser does not accept delivery of material at the Project Site when KONE is ready to make such delivery, Purchaser agrees to immediately make payments due upon shipment as provided above and designate some local point where Purchaser will accept delivery. Upon Purchaser's failure to designate such a point of delivery within 14 calendar days, KONE is authorized to warehouse material within or without our factory at Purchaser's risk and expense. Purchaser assumes responsibility for any increase in KONE's costs (at its standard billing rates) because of any such exceptional handling. Purchaser will be responsible for any damage, including, but not limited to, weather damage, vandalism, etc., to material awaiting acceptance in the event Purchaser fails to accept delivery when KONE is ready to deliver.

Should KONE be delayed by reason of any default on Purchaser's part, the entire Contract Price, less payments theretofore made and less the cost of completing work, as estimated by KONE, shall become due on the date when the proposed equipment was to be in running order had KONE been permitted to commence regular time installation labor on the date shown in this Proposal. This amount due shall bear interest at the full legal rate commencing on such anticipated completion date. Purchaser shall compensate KONE for delays, regardless of whether caused by Purchaser or any other entity, including other subcontractors.

PROPERTY RIGHTS

The delivered material shall remain the property of KONE and KONE shall retain title thereto until final payment is made, with the right to take repossession of the same at the cost of Customer if default is made in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage, or lease of the premises.

The proprietary rights to any drawings, technical documentation or other intellectual property, shall remain solely with KONE. Any software delivered shall remain the property of KONE or the respective supplier. The software supplied with your elevator is licensed to you or your successors but only for use with, and for the operation of this elevator. Use of

such software for any other purpose is prohibited. KONE will not supply any additional information such as internal KONE manuals, manufacturing drawings or source code.

Any counters, meters, tools, remote monitoring devices, communication devices, resident software or other service equipment ("Additions") which we may use or install to deliver maintenance service under this Agreement remains KONE's property, solely for the use of our employees. Additions are not considered as part of the elevator. If this contract or subsequent maintenance service is terminated for any reason, we will be given access to the premises to remove the KONE Additions at our expense.

WARRANTY

KONE warrants the materials and workmanship of the equipment for one (1) year after acceptance. Customer's remedy is limited to repair or replacement of a defective part, in KONE's sole discretion. The warranty is limited to the replacement or repair of the part itself, and excludes labor. In no event shall KONE be responsible for damage due to normal wear and tear, vandalism, abuse, misuse, neglect, work or repairs or modifications by others, or any other cause beyond the control of KONE. KONE disclaims any other warranty of any kind, either expressed or implied, including without limitation the implied warranties of merchantability or fitness for a particular purpose, or noninfringement. KONE undertakes to perform this work in conformity with the usual applied codes and standards; however, no guarantee can be made that all code violations or defects have been found.

LIABILITY LIMITATION

THE CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS KONE FROM ANY LOSS, DAMAGE OR CLAIM FOR DAMAGES OR INJURIES, INCLUDING DEATH, CONNECTED WITH THE USE OR OPERATION OF THE EQUIPMENT. SHOULD DAMAGE

OCCUR TO KONE MATERIAL OR WORK ON THE PREMISES WHERE WORK IS TO BE OR IS BEING PERFORMED, BY FIRE, THEFT OR OTHERWISE, THE CUSTOMER IS TO COMPENSATE KONE FOR SAID DAMAGES. KONE'S OBLIGATION TO DEFEND, INDEMNIFY AND HOLD CUSTOMER HARMLESS SHALL BE LIMITED TO THE EXTENT A CLAIM FOR DAMAGES OR INJURIES RESULTS FROM KONE'S NEGLIGENT ACTS OR OMISSION OR WILLFUL MISCONDUCT, BUT NOT THE NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF OTHERS. KONE WILL NOT NAME ANY PARTY AS ADDITIONAL INSURED TO THEIR POLICY.

DAMAGES

KONE shall not be responsible for liquidated damages or any indirect, incidental, or consequential damages. KONE's liability under any circumstances shall be no more than 5% of the Proposal value of the equipment concerned.

FORCE MAJEURE

KONE shall not be liable for any loss, damage, claim or delay due to any cause beyond KONE's control including, but not limited to, acts of government, strikes, lockouts, work interruption or other labor disturbance, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, or acts of God.

OCCUPATIONAL HEALTH & SAFETY

We agree to abide by Owner's or Contractor's Safety Policy as long as the policy is not in conflict with KONE's Safety Policy. KONE agrees to accept liability for the cost of penalties incurred by you pursuant to governing Occupational Health & Safety acts that result from our acts or omissions on the condition that the cost of any similar penalties imposed on KONE because of your acts or omissions or anyone employed by you shall be borne by you.

Customer agrees to provide safe access to the equipment and

machine room areas. Should conditions develop beyond KONE's control, making the building or premises in which KONE's personnel are working

unsafe, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by KONE, KONE reserves the right to discontinue work until such unsafe conditions are corrected.

It is agreed and understood that KONE is not responsible for damages, either to vertical transportation equipment or to the building, or for any personal injury or death, arising from or resulting from any code required safety tests performed on this equipment.

MISCELLANEOUS

Customer agrees that in the event this Agreement is terminated by Customer prior to the completion of the work, Customer will pay all costs incurred as of the date of cancellation plus 30% of the Agreement value as cancellation fees to compensate KONE for lost profit, overhead, and other cancellation expenses.

This Agreement may be terminated for default provided that KONE is first allowed a reasonable time, upon receipt of written notice, to commence and continue to cure a deficiency.

It is expressly understood and agreed all prior agreements written or verbal regarding the subject matter herein are void. The acceptance of this Agreement shall constitute the contract for the material and work specified in this Agreement and shall prevail over and supersede any terms and conditions contained in any documents provided by the Customer. Any changes to this Agreement must be made in writing and signed by both parties.



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

MEETING DATE

March 15, 2023

PREPARED BY

AGENDA ITEM # E.3

Consideration with possible action on request by Department of Public Works to award Danz and Military Landfills - Native Planting Maintenance to NES Ecological Services in the amount of \$28,500.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Military Danz Native Planting Maintenance Proposal

February 17, 2023

Ms. Trista Hobbs
CITY OF GREEN BAY
100 North Jefferson Street, Room 300
Green Bay, WI 54301
Trista.Hobbs@greenbaywi.gov

RE: Danz & Military Landfills
Native Planting Maintenance Proposal

Dear Ms. Hobbs:

NES Ecological Services, A Division of Robert E. Lee & Associates, Inc. is pleased to submit this proposal to assist with continued management of the native vegetation installed at the Danz and Military Landfills.

SCOPE OF SERVICES

Maintenance Activities

Herbicide Applications

NES has accounted for a variety of possible treatment methods and herbicides that could be used for the two sites. NES staff utilize their combined experiences in order to cost effectively, and successfully, treat invasive species such as Canada thistle (*Cirsium arvense*), Phragmites (*Phragmites australis*), purple loosestrife (*Lythrum salicaria*), reed canary grass (*Phalaris arundinacea*), sweet clover (*Melilotus sp.*), birdsfoot trefoil (*Lotus corniculatus*), crown vetch (*Coronilla varia*), and many others. The goal is to achieve less than 20% cover by invasive, non-native species for each site. NES plans to utilize, according to the amount and location of the undesirable species, hand treatment methods such as hand wicking or cut stem applications for small populations, and backpack sprayers with wands and diaphragm pumps. If certain annual or biennial species are present in small quantities, such as Sweet Clover, Bull thistle, or others, and have not yet gone to seed, they may simply be pulled or cut by hand as well. This will destroy the plant and prevent reproduction while reducing chemical use. The NES team will have a UTV with them along with tanks to be utilized for actively spraying and also as a backup water supply. Areas or species requiring a scale larger than hand work will be treated with a spray wand from an UTV mounted sprayer and/or a boom from the same unit. NES staff will have on hand a variety of herbicides with different modes of action and active ingredients to utilize at the appropriate times. Herbicides such as Garlon are highly effective on woody and cut stump treatments, along with species such as purple loosestrife that is not emerging out of the water. For areas such as "No-Mow" zones or areas planted solely with native grasses and sedges that require occasional broad-leaf weed control, 2,4-D (Mec Amine-D) will be utilized. Glyphosate based herbicides such as Roundup® or equivalent will be used,

both in upland and emergent (Roundup Custom® – aquatic approved) situations. Glyphosate is a highly effective broad-based herbicide that is cost effective as well. Clethodim (Intensity One®) is a grass selective herbicide that can only be utilized if standing water or saturated soils are absent but can be very effective in controlling reed canary grass and other undesirable cool season grasses found within prairies. In some cases, mixing two chemicals will be more effective. NES staff will determine the best approach by assessing the species present. Spray additives such as adjuvants and oils will be utilized for situations where it will enhance the effect of the herbicide and the herbicide's ability to uptake into the plant. For most applications, a surfactant such as Activator 90 or Methylated Seed Oil (MSO) is added to the herbicide solution because the wetting agent and activator helps break down the waxy leaf cuticle in plants such as crown vetch and increases herbicide uptake. A marking dye such as Aquamark Blue SS is also added to ensure appropriate coverage and to reduce overspray.

In general applications will not occur if:

- Winds >15 mph – drift onto adjacent properties and non-targeted vegetation shall be avoided
- Vegetation is wet
- Rain is expected within 2-4 hours of treatment (label required dry time)
- Temperature inversions are possible
- Freezing temperatures are forecast either early or late in the growing season

Conditions including wearing the appropriate Personal Protective Equipment (PPE) listed on the chemical labels will be observed. Following the above guidelines will also help prevent ecological damage, minimize potential health issues and loss of productive time due to ineffective applications.

Although most herbicide work will be reactive, concentrating efforts on the fringes or buffers of the native plant communities could be proactive in nature and prevent possible invasions into well-established and relatively weed free communities. NES ecologists will be sure to assess and address these areas first to prevent undesirable plant infestations. Taking a more aggressive approach in these buffer areas should reduce the overall time and money spent on the facility. Our ecologists are also very aware of the damage herbicides pose to the environment, especially if used at a rate higher than recommended on the label or needed for good control. Using their experience in controlling similar species, our staff will utilize the least amount of chemical possible to achieve control. These actions will benefit both the environment and overall costs since less chemical would be utilized for the project. The NES team is highly skilled at plant identification which will help ensure that desirable plants will not be negatively impacted during the herbicide work. NES applicators are certified and licensed in the appropriate categories, such as Forestry, Right-of-Way & Natural Areas and Aquatic & Mosquito.

Prior to conducting the herbicide application, posting and notification requirements will be followed. Herbicide Application Records (DATCP form) will be submitted within 30 days of each treatment to the City.

The information below is a discussion of various treatment methods NES has utilized successfully on various invasive plants. The species discussed are not meant to be all inclusive of those found throughout the two landfills managed by the City; but rather, the material covers many of the species routinely being treated.

Mesic Prairie

Areas planted with mesic prairie species mixture will need routine maintenance. An abundance of annual and perennial weeds invade newly planted sites no matter how much preparation work is completed prior

to seeding. A combination of mowing and spot herbicide treatment will be critical in the first 3-4 years of establishment. Once the warm season grasses have become dense enough to provide a suitable litter layer, the community can be managed with prescribed burns. Fire will assist with controlling many undesirable species; however, pressure from invasive species will still warrant occasional mowing, hand removal or spot herbicide applications for optimum control.

Below are activities to consider for maintaining the upland seeding. Species listed below are those most problematic and commonly found invasive plants within native communities.

Biennial & Annual Broadleaf Weeds

Sweet clovers (*Melilotus spp.*), wild carrot (*Daucus carota*) and burdock (*Arctium minus*), along with other less aggressive yet undesirable annual and biennial species can be controlled, and populations reduced through repetitive cutting. For this reason, we suggest conducting one or two mowings during the third growing season or when needed. Mowing or hand cutting or pulling is typically conducted when the plants are mature and in the beginning stages of flowering to ensure the best control. However, mowing must be done in a timely manner and not too often as the plants will begin growing lower to the ground and be more difficult to control through mowing efforts. In the event that individuals are found with mature seed heads, those plants are manually pulled or cut with machetes/loppers prior to setting seed, bagged, and removed from the site. Noxious/invasive weeds are properly disposed of in a landfill. In rare cases, herbicide may be applied through spot applications, but there is an increased risk of damaging native species within the planting, which can be avoided through the mechanical removal process.

Perennial Broadleaf Weeds

Canada and bull thistles (*Cirsium arvense* and *C. vulgare*), red, white and alsike clovers (*Trifolium pratense*, *T. repens*, and *T. hybridum*), crown vetch (*Coronilla varia*), teasel (*Dipsacus spp.*) and bird's-foot trefoil (*Lotus corniculatus*) along with other aggressive perennial weeds can be controlled to some degree through mowing and burning activities prior to seed set, but full control may require herbicide applications. The steps we recommend following include:

- 1) A herbicide solution, including the chemical (Roundup Custom®, Habitat®, Transline®, etc.), a surfactant or MSO and marking dye, is applied through one of the below methods:
 - a) Broadcast spray solution containing a combination of 1% glyphosate or imazapyr and 2/3 to 1 1/3 pint/acre of Transline on the target plants. Backpack sprayers are typically used. If plant densities are relatively low, this method or combination would not be used because there is an increased chance of impacting the surrounding, native vegetation through drift since glyphosate and imazapyr are non-selective herbicides. To reduce impacts with this solution, a spray bottle or hand wicking could be substituted.
 - b) Broadcast spray solution containing 2/3 to 1 1/3 pint/acre of Transline on the target plants. The chemical is more selective and targets broadleaf plants so grasses won't be impacted; however, caution must be used around native forbs. The choice of application will depend on the population size of the targeted species.

Ideally these species will be identified and sprayed either very early or late in the growing season prior to or after native plant growth. If species are located during the growing season, they would either be sprayed or cut to prevent seeding. Mature seed heads will be removed and properly disposed of to prevent further spread. Follow-up treatments will likely be required.

Perennial Grasses

Reed canary grass, fescues (*Festuca spp.*), smooth brome and cheat grass (*Bromus inermis* and *B. tectorum*), Kentucky bluegrass (*Poa pratensis*), and quack grass (*Elytrigia repens*) along with other aggressive perennial grasses can be controlled to some degree, like the perennial broadleaf weeds, through mowing and prescribed burning activities prior to seed set, but full control may require herbicide applications. Although these grasses can be located and identified early in the growing season, they may be more easily identified during the flowering stage; therefore, additional steps may be necessary to prevent their spread. The steps we recommend following include:

Single Plants or Small Clusters

- 1) Seed heads, if present, will be cut and placed in thick, plastic bags and removed to a licensed landfill facility for proper disposal.
- 2) A herbicide solution, including the chemical (Roundup Custom®, Habitat® or Intensity® One, etc.), a surfactant or MSO and marking dye, will be applied through one of the below methods:
 - a) Apply solution containing 25-30% glyphosate or imazapyr or 5% clethodim to the plant using the “Glove of Death” technique. The technique involves spraying the solution onto a cotton glove that is worn by the applicator over chemically resistant gloves; the applicator then takes hold of the plant near the base and runs the cotton glove up the plant stem.
 - b) Broadcast spray solution containing 1-2% glyphosate or clethodim on the target plants. Rates may need to be adjusted if the plants are mature. Backpack sprayers are typically used. If plant densities are relatively low, this method is not generally used because there is an increased chance of impacting the surrounding, native vegetation through drift since glyphosate and imazapyr are non-selective herbicides. The exception would be with the use of clethodim as this chemical is grass selective; however, caution would still need to be taken when spraying around native grass species.

Large Clusters or Populations

- 1) Grass will be cut prior to seed development and allowed to re-grow if time doesn’t allow for a herbicide application.
- 2) Conduct a broadcast spray as discussed above.

Follow-up treatments will likely be required. NES may also recommend over-seeding with native grasses in the fall, if the remaining vegetation present is sparse.

NES ecologists will visit the site a minimum of three times throughout the growing season (late May/early June, late July/early August and September) to address noxious weeds. However, some species may require earlier (April) and later (October) treatments to avoid impacting native species.

Mow Vegetation to 6”-8” Height

Mowing of native restoration areas is a good tool at times to manage vegetation. It can help aesthetically, making the community look nicer in spring. It can open sunlight to the ground more quickly to get vegetation growing, similar to a benefit burning provides. This activity may occur if enough fuel is not present to effectively carry a fire through a community. Mowing can set back invasive vegetation by

stressing it and preventing flowering and above-ground reproduction. It is also significantly more cost effective than herbiciding, especially worth considering when one is attempting to control species that can be more difficult to manage with herbicides, such as sweet clover (a biennial), and even red clover (*Trifolium pratense*). Certain leguminous problem species such as red clover and Birdsfoot trefoil, are well controlled through a timely mowing (early spring, late fall), to allow the mowed legume to re-sprout, and then follow with an herbicide application to the green leaves when the vast majority of native species are dormant. We suggest conducting mowing when needed, which is typically when the plants are mature and in the beginning stages of flowering to ensure the best control. However, mowing must be done in a timely manner and not too often as the plants will begin growing lower to the ground and be more difficult to control through mowing efforts. In the event that individuals are found with mature seed heads, those plants will be manually cut with machetes or loppers prior to setting seed, bagged, and removed from the site. Noxious/invasive weeds are properly disposed of in a landfill. NES proposes using this method in areas that are appropriate.

NES will utilize an ATV or a small to mid-size tractor with a mowing implement attached to the back. The mowing decks will be set to achieve a 6-8" mowing height. The crew leader conducting the mowing will also have a hand weed-whacker along to cut areas inaccessible with the mower, such as around structures. Mowing operations will be conducted in spring, mid-summer prior to flowering/seeding of invasive species, and late fall, especially if targeting for a fall herbicide application. However, this task may be conducted any time throughout the growing season if assessments warrant the need.

Spot Mowing

The use of spot mowing provides the same benefits as the mowing activity discussed above; however, in some cases, only small patches of weeds interspersed with native vegetation need to be cut to prevent seed development, shading or provide aesthetic value to an established, native plant community. Larger equipment may not be very effective in maintaining these areas; therefore, NES would plan on using weed-whackers and/or machetes, to cut those populations. Timing of this activity is very important especially when the prevention of seed development is the goal. Site reviews will be vital to ensure this activity is carried out in a timely fashion.

SCHEDULE

A schedule for recommended activities is outlined below.

Native Habitat Maintenance Activities Schedule.

Task	Year 2023											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Herbicide Application												
Mow Vegetation to 6"-8" Height or Spot Mow Weed Populations												

COST

Costs to complete the maintenance activities will be billed on a time and expense basis estimated to be \$28,500 based on the below cost breakdown for each landfill.

Danz

Task		Cost
Professional Services	Project Management & Herbicide Records	\$ 800
Herbicide (3 applications)	Application, Supplies, Equipment & Travel	\$10,200
Mowing (2 site visits)	Mowing, Equipment & Travel	\$ 3,500
TOTAL COST		\$14,500

Military

Task		Cost
Professional Services	Project Management & Herbicide Records	\$ 800
Herbicide (3 applications)	Application, Supplies, Equipment & Travel	\$10,000
Mowing (2 site visits)	Mowing, Equipment & Travel	\$ 3,200
TOTAL COST		\$14,000

If you have any questions or there are other items you wish to include, please contact me. Otherwise, if the proposal is acceptable, please sign and return a copy. We look forward to working with you again. Thank you.

Sincerely,

NES ECOLOGICAL SERVICES

ROBERT E. LEE & ASSOCIATES, INC.



James Havel
Division Manager
Senior Ecologist
jhavel@releeinc.com



Jared Schmidt, P.E.
Principal
jschmidt@releeinc.com

JRH/jrh

ENC.

PROFESSIONAL SERVICES AGREEMENT

FEBRUARY 17, 2023

THIS AGREEMENT is made and entered into this 17th day of February 2023, by and between the City of Green Bay hereinafter referred to as the "Client", and NES Ecological Services, A Division of Robert E. Lee & Associates, Inc., 1250 Centennial Centre Boulevard, Hobart, Wisconsin 54155, hereinafter referred to as "NES".

SCOPE OF SERVICES

The Project Scope outlined in the attached project proposal shall serve as the Scope of Services for this contract.

COMPENSATION

Compensation for the project will be billed on a time and expense basis estimated to be \$28,500.00, which includes all labor, travel costs, materials, and equipment necessary to complete the project.

TERMS

A. Consulting fees and work items will be billed monthly as incurred. Payments are due within 30 days of invoice date. Amounts unpaid at due date are subject to a service charge of 1.5% per month until paid.

B. NES shall exercise due care in performing professional services, but NES makes no warranty, express or implied, with respect to any services performed by NES. NES shall not be liable for any claim, damage, cost or expense (including attorney's fees) or any other liability or loss or damage to the Client not directly and solely caused by acts, errors, or omissions by NES. In no event shall NES' liability for incidental or consequential loss to the Client in connection with performance of this Agreement exceed the aggregate of all fees paid to NES by Client for these services.

C. NES reserves the right to suspend or terminate this contract, should any invoice not be paid in full within 30 days of the date of the invoice. Should collection litigation be necessary, client acknowledges NES will include attorney's fees and all related costs as a part of the legal action.

D. The Client shall indemnify and hold harmless NES, NES' officers, directors, partners, employees and agents from and against any and all costs, losses and damages caused solely by the negligent acts or omissions of the Client, Client's officers, directors, partners, employees and agents in the performance and furnishing of the Client's services under this Agreement.

NES shall indemnify and hold harmless the Client, the Client's officers, directors, partners, employees and agents from and against any and all costs, losses and damages caused solely by the negligent acts or omissions of NES, NES' officers, directors, partners, employees and agents with respect to this Agreement or the associated Project.

NES' total liability to the Client and any party claiming by, through or under the Client for any cost, loss or damages caused in part by the negligence of NES and in part by the negligence of the Client or any other negligent entity or individual shall not exceed the percentage share that NES' negligence bears to the total negligence of NES, the Client, and all other negligent entities and individuals.

E. By acceptance of this Agreement, it is agreed that NES has permission to go on site and can perform any reasonable and necessary investigation in the course of completing the services described in

this agreement. Client is solely responsible for site security and for obtaining permission from any affected third-party property owners for use of their lands.

F. The work performed by NES is the confidential property of the client and will not be released to any other party without the Client's permission.

G. All regulatory determinations are subject to review and concurrence by the Wisconsin Department of Natural Resources and/or the U.S. Corps of Engineers, or other agency as appropriate.

H. This Agreement shall be administered and interpreted under the laws of the state of Wisconsin. Jurisdiction of litigation arising from the Agreement shall be in the state of Wisconsin. If any part of the Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

I. Upon execution of the Agreement, the services described herein shall begin as soon as possible and site investigation (if required) will be completed as weather and scheduling permit.

J. This Agreement must be executed by the Client within 30 days of the day and year first above written.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above and hereby authorize NES to initiate work on the project.

ROBERT E. LEE & ASSOCIATES, INC.

CITY OF GREEN BAY

By:  _____

JARED SCHMIDT
PRINCIPAL

AUTHORIZED REPRESENTATIVE

Date: _____

NES ECOLOGICAL SERVICES

By:  _____

JAMES HAVEL
DIVISION MANAGER

DATE: FEBRUARY 17, 2023



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

MEETING DATE

March 15, 2023

PREPARED BY

AGENDA ITEM # E.4

Consideration with possible action on request by Department of Public Works to enter into a Memorandum of Understanding between the City of Green Bay and the University of Wisconsin – Green Bay to allow access to the Tank Farm Pond property (Parcels 6-18 and 6-29) for data collection and on-going research.

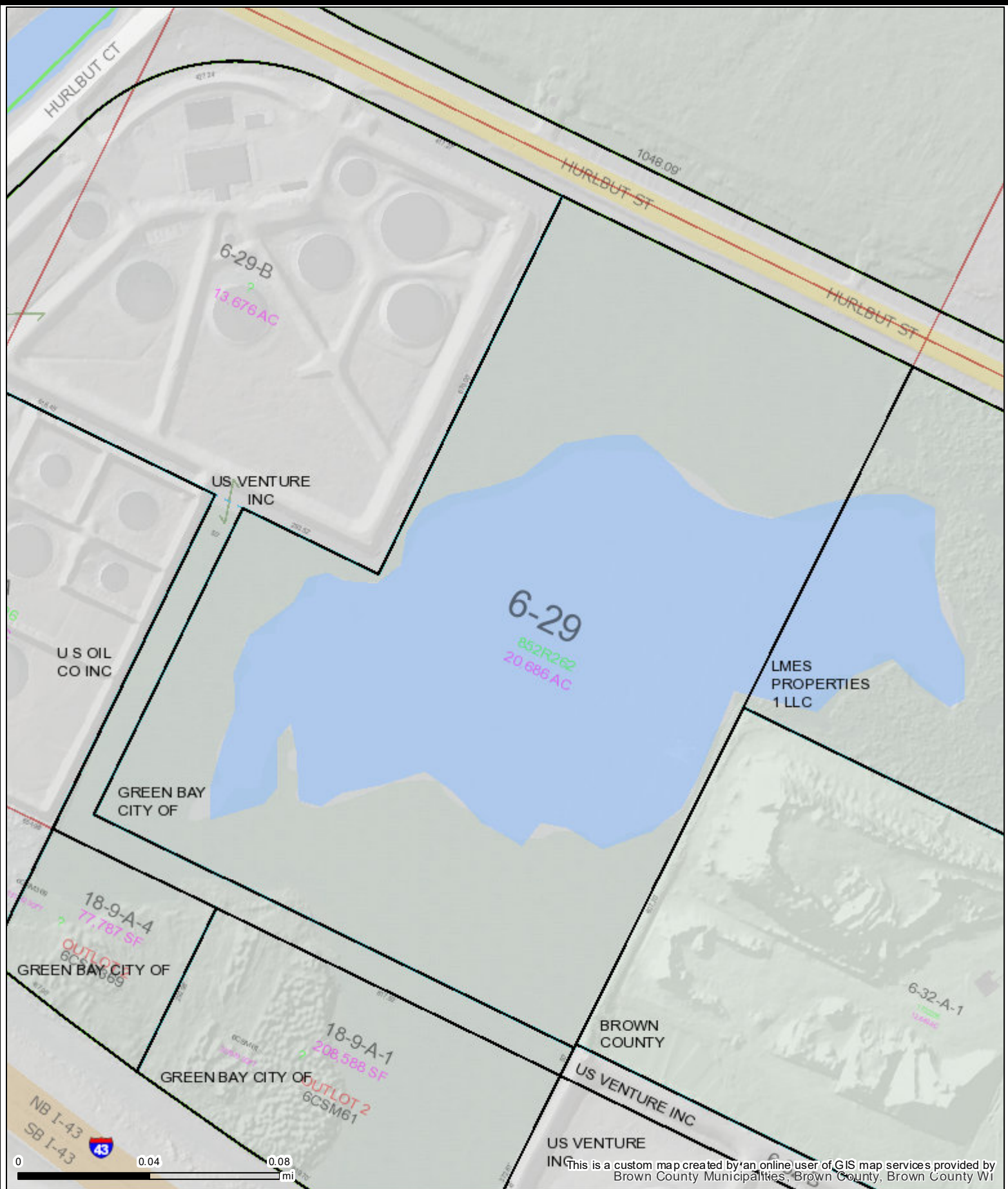
BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Tank Farm 1
2. Tank Farm 2



Tank Farm Pond 1

Map printed on 3/9/2023

1:2,400

1 inch = 200 feet*

1 inch = 0.0379 miles*

*original page size: 8.5"x11"

Appropriate format depends on zoom level

Parcel ownership key

Parcel Boundary

Condominium

Gap or Overlap

"hooks" indicate
parcel ownership
crosses a line

Parcel line

Right of Way line

Meander line

Lines between deeds or lots

Historic Parcel Line

Vacated Right of Way

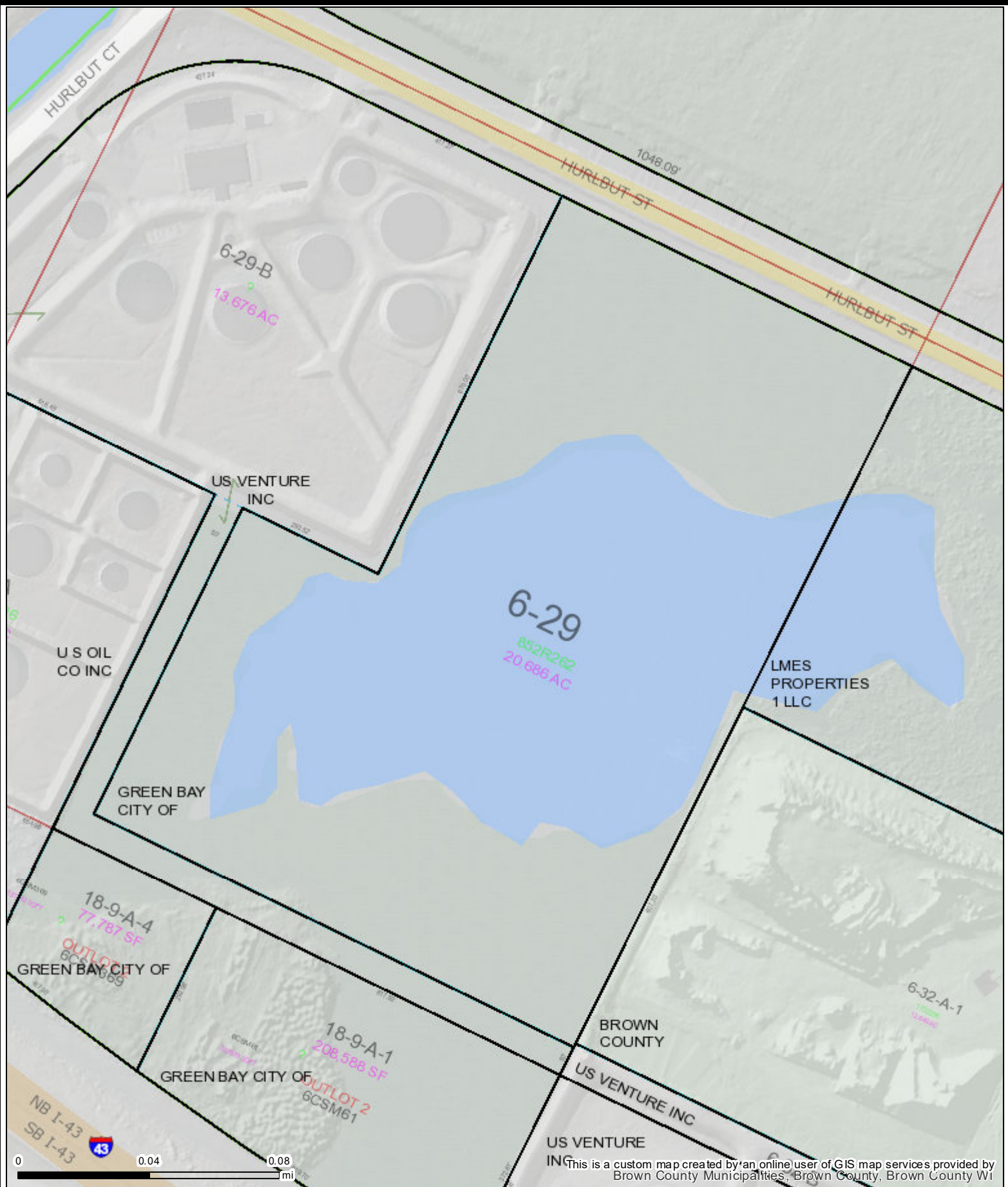
This is a custom map created by an online user of GIS map services provided by Brown County Municipalities, Brown County, Brown County WI

A complete key (legend) is available at:
tinyurl.com/BrownDogLegend



(920) 448-6480

www.browncountywi.gov



Tank Farm Pond 1

Map printed on 3/9/2023

1:2,400

1 inch = 200 feet*

1 inch = 0.0379 miles*

*original page size: 8.5"x11"

Appropriate format depends on zoom level

Parcel ownership key

Parcel Boundary

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Gap or Overlap

"hooks" indicate
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Historic Parcel Line

Vacated Right of Way

This is a custom map created by an online user of GIS map services provided by Brown County Municipalities, Brown County, Brown County WI

A complete key (legend) is available at:
tinyurl.com/BrownDogLegend



(920) 448-6480

www.browncountywi.gov



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

MEETING DATE

March 15, 2023

PREPARED BY

AGENDA ITEM # E.5

Consideration with possible action on request by Department of Public Works to purchase a replacement tractor for Closed Circuit Television (CCTV) inspection of sanitary and storm sewer facilities within the City.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Aries Proposal S230222
2. Parts Quote
3. Sole Source-No Sub Approval Aries Tractor 2-24-23



QUOTE# S230222

QUOTATION

Contact **Reed Rondeau**
Organization **City of Green Bay**
Sourcewell # 25917
Address **1820 Mills Street**
City **Green Bay**
Phone **920-448-3000**

Date 2/22/2023
Expiration 3/24/2023
Salesman Greg Fry
Terms Net 30
Delivery typ 4-6 weeks
FOB Destination

[illegible]

Aries Industries Inc terms and conditions of sale for this quotation are available upon request

Please visit our website: www.ariesindustries.com



1 Aries TR3320 Pathfinder steerable self-propelled transporter for 6" to 15" lines, including:

- 1 Tractor assembly with continuous duty drive motors
- 6 Rubber wheels, 3" diameter
- 1 Remotely-operated electric camera lifting mechanism
- 1 Fast-check pressure monitoring system
- 1 Rear viewing camera with LED lighting
- 1 512 Hz internal locating beacon
- 1 Integrated inclinometer system
- 1 Storage and transport case

1 One year warranty, new components

Quotation



P.O. Box 356 - Johnson Creek, WI 53038
Phone: 888-699-2848 - Fax: 920-699-2847

A Waste & Recycling Equipment Management Company

Quotation For:

City of Green Bay- Public Works

City of Green Bay- Public Works

1820 Mills St

Green Bay, WI 54302

Attention To: Reed Rondeau

Make:

Model:

Payment Terms : Due on Receipt

Date : 02/20/2023

Quotation # : 28243

Customer ID: 7,587

Store No. :

Quotation valid until: 3/2/2023

Prepared by : Jacqueline Fritz

Salesperson : Jacqueline Fritz

Serial No. :

Comments or Special Instructions

Qty	PartNumber	Description	UnitPrice	Tax	LineTotal
2.00	24487	24487 - Harness, Motor Pack, Drive Train, TR331X	\$6,144.16	No	\$12,288.32
2.00	22855	22855 - Screw, Set 6-32 x 3/32 SS Cup	\$1.04	No	\$2.08
2.00	19924	19924 - Washer, Thrust, TR3300	\$59.85	No	\$119.70
2.00	19203	19203 - Cam, Clutch, TR331X	\$388.62	No	\$777.24
8.00	19926	19926 - Bearing, Thrust, TR3300	\$12.44	No	\$99.52
1.00	19268	19268 - Arm, Outer Camera Lift, Left, TR3310	\$430.06	No	\$430.06
1.00	19269	19269 - Arm, Outer Camera Lift, Right, TR3310	\$314.34	No	\$314.34
1.00	19206	19206 - Cover, Motor, TR331X	\$470.45	No	\$470.45
8.00	16974	16974 - Bearing, Ball, 1/4 ID x 1/2 OD x 1/8 Wide, SS, ABEC-5 Open	\$14.16	No	\$113.28
1.00	23809	23809 - PCA, Vicor 70V Power Supply, TR3310	\$1,797.90	No	\$1,797.90
2.00	15505	15505 - O-Ring, 14mm x 1mm Buna-N 70 Duro	\$1.06	No	\$2.12
6.00	19923	19923 - Roller, Clutch, TR3300	\$60.22	No	\$361.32
2.00	19922	19922 - Cage, Clutch, TR3300	\$236.45	No	\$472.90
4.00	19925	19925 - Spring, Disc Wave	\$1.92	No	\$7.68
2.00	19920	19920 - Drum, Clutch, TR3300	\$174.14	No	\$348.28
12.00	17157	17157 - Bearing, 1.00 I.D. x 1.375 O.D. x .1875 Wide, 440C SS Angular Contact	\$211.98	No	\$2,543.76
1.00	19222	19222 - Gear, Main Drive, TR331X	\$1,641.11	No	\$1,641.11
2.00	19205	19205 - Gear, 20T Modified, Drive Motor, TR331X	\$383.70	No	\$767.40
1.00	23807	23807 - PCA, Motor Interconnect, TR3310	\$282.46	No	\$282.46
1.00	19199	19199 - Cap, Back, TR331X	\$558.01	No	\$558.01
2.00	19200	19200 - Shaft, Drive, Splined, TR331X	\$374.94	No	\$749.88

Qty	PartNumber	Description	UnitPrice	Tax	LineTotal
2.00	19927	19927 - Spacer, Housing, Clutch, TR3300	\$33.04	No	\$66.08
2.00	16925	16925 - Bearing, Ball .25 x .625 x .196, Open	\$16.75	No	\$33.50
2.00	13751	13751 - Pin, Spring 3/32 OD x 3/8 18-8 SS	\$1.06	No	\$2.12
4.00	17163	17163 - Bearing, Ball, 0.6875 OD x 0.250 ID x 0.3125 Wide, Double Sealed, Steel	\$26.74	No	\$106.96
1.00	23773	23773 - PCA, Main, TR3310	\$2,252.76	No	\$2,252.76

NOTES :

SUBTOTAL	\$26,609.23
SHIPPING	\$0.00
OTHER	\$0.00
TAX RATE	0.000
SALES TAX	\$0.00
TOTAL	\$26,609.23

THANK YOU FOR YOUR BUSINESS!

Quotation approved by : _____

Date : _____

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

TO : Purchasing Division/Administrative Services

DATE: 02/17/23

FROM: Department/Division Public Works

REQUISITION #

List "No Substitute" Item(s) here:

Areis TR3320 Pathfinder Tractor

Select One:

- ☒ 1) One Time Purchase Estimated Cost: \$ \$27,472
- ☐ 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 purchased an Aries main line sewer inspection camera system in 2019 for inspection and televising of the City's sanitary and storm water sewer systems. The tractor that the camera is secured to while inspecting the sewer pipes has experienced numerous break downs and after inspection of the worn internal components, it was discovered the tractor had reached the end of its useful service life. The Aries camera system and tractors are proprietary to Aries, no other cameras or tractors are compatible.

The City Requested quotes from the local Aries dealer JWR Inc. for the necessary parts (furnished only) to get the tractor back to reliable operation vs the cost of a new tractor. After review, it was determined the cost of the parts plus labor will exceed the price of a new tractor. Additionally, the new tractor will come with a 1-year warranty. The quote for the tractor was obtained from Sourcewell (competitively bid Co-Op) quote #S23022 and being sold through JWR.

Approvals:

Requestor: _____

Date: _____

Department Head: _____

Date: _____

Purchasing Manager: _____

Date: _____



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

MEETING DATE

March 15, 2023

PREPARED BY

AGENDA ITEM # E.6

Consideration with possible action on request by Department of Public Works to amend the Brown County Solid Waste Management Agreement for 2023 establishing a “Direct Haul Contract Rate” for waste hauled directly to the landfill by the City of Green Bay instead of hauling to the transfer station.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Solid Waste Management Agreement Amendment 2023

Amendment #1

Solid Waste Management Services Agreement

This Amendment #1 to the 2021 Solid Waste Management Services Agreement (the “Agreement”), by and between Brown County, Wisconsin ("Brown County") and _____ (“Municipality”) updates certain sections of the original Agreement in order to add a Direct Haul Contract Rate for material taken to the Brown County South landfill in 2023, update the definitions and clarify language in the original agreement.

The following paragraph is modified to clarify the responsibility of Brown County:

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

Section 1. Definitions is amended to add the following definition:

F. “Direct Haul Contract Rate” means a Tipping Fee rate that is lower than the Gate Rate for material hauled directly to the Brown County South Landfill, as provided in Attachment #1.

Section 1. Definitions is updated to clarify the following definition:

K. “Landfill” means the designated BOW landfill facility in use during the period of this Contract which includes the Outagamie County *Northeast* landfill (and its *Northwest* expansion) and the Brown County South landfill which are subject to the BOW Agreement.

Section 7. Operating Days and Hours is modified to reflect normal hours of operation of the South Landfill.

South Landfill

Regular Hours:

Mon. - Fri. 7:30 am - ~~5~~4:00 pm

Sat. 7:30 am – 12:30 pm

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

Brown County Executive

Municipality of

Brown County Port & Resource Recovery
Director

(Municipal Official)

(Title)

Attachment #1

This Attachment #1 is incorporated into and made a part of the Contract by this reference.
The following Tipping Fees will be charged for disposal of solid waste in 2023:

2023 Solid Waste Tipping Fee Rates			
		FEE	UNIT
Brown County Waste Transfer Station			
	Preferred Contract Rate**	\$52.25	Per Ton
	Gate Rate	\$58.00	Per Ton
Brown County South Landfill			
	Direct Haul Contract Rate**	\$43.00	Per Ton
	Gate Rate	\$53.00	Per Ton

***The Contract Rate and Direct Haul Contract Rate may be increased by more than the CPI for 2024 if the actual landfill costs based on audit are higher than projected.*

Solid Waste Management Services not performed pursuant to this Contract will be subject to the Gate Rate. Future Tipping Fees will be established by the Board under the terms of the Contract.



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

MEETING DATE

March 15, 2023

PREPARED BY

AGENDA ITEM # E.7

Consideration with possible action ordering the improvements constructed and levying the assessments for asphalt pavement for S. Maple Avenue from Ninth Street to North Termini.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Levying Assessments for Asphalt Pavement Pic 1
2. Levying Assessments for Asphalt Pavement Pic 2
3. Levying Assessments for Asphalt Pavement Pic 3
4. Levying Assessments for Asphalt Pavement Pic 4

3/10/22 Existing Condition – Looking West



3/10/22 Existing Condition – Looking North towards Eighth Street



3/10/22 Existing Condition – Looking Northwest towards Eighth Street



3/10/22 Existing Condition – Looking South towards Ninth Street





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

MEETING DATE

March 15, 2023

PREPARED BY

AGENDA ITEM # E.8

Consideration with possible action on the list of Department of Public Works projects to be included in the 2023 City of Green Bay Capital Improvement Plan (held from the March 1, 2023 Improvement & Services meeting).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2023 CIP - 07-25-22_FirstDraft_I&S_03-01-23



DEPARTMENT OF PUBLIC WORKS 2023 CAPITAL IMPROVEMENTS PROGRAM

Draft - 03/01/2023

**DEPARTMENT OF PUBLIC WORKS
2023 CAPITAL IMPROVEMENTS PROGRAM**

As of 03-01-23

				PAVEMENTS			STORM SEWER		SANITARY SEWER	
STREET	FROM	TO	LENGTH	TOTAL COST	CITY COST	RIGHT OF-WAY COST	TOTAL COST	CITY COST	TOTAL COST	CITY COST
<u>NEW SUBDIVISIONS-EAST SIDE</u>										
RED SMITH DEVELOPMENT (KOS 167)	SCOTTWOOD	CHURCH	2,500	1,000,000	0	0	940,000	0	630,000	0
*SITKA HEIGHTS (3) UNNAMED DRIVE UNNAMED COURT	SITKA STREET	SITKA STREET	1,420	285,000	0		35,000	5,000	205,000	0
	UNNAMED DRIVE	CUL-DE-SAC 387' NORTH	387	100,000	0		60,000	0	55,000	0
*GRANDVIEW PLACE (1) ROCKY ARBOR TRAIL	ERIE ROAD	1354' EAST	1,354	464,000	0		248,000	0	268,000	0
*EXCALIBER PHASE 4 (3) PAULA STREET	400' EAST OF DURHAM	SUSSEX	600	105,000	0		70,000	0	65,000	0

NEW SUBDIVISIONS-WEST SIDE

* PROJECT CARRIED OVER FROM PREVIOUS YEAR

(1) City design/build										
(2) Developer design/ City build										
(3) Developer design/build										
NEW SUBDIVISIONS TOTAL:			6,261 1.19 Miles	1,954,000	0	0	1,353,000	5,000	1,223,000	0

**DEPARTMENT OF PUBLIC WORKS
2023 CAPITAL IMPROVEMENTS PROGRAM**
As of 03-01-23

STREET	FROM	TO	LENGTH	PAVEMENTS		RIGHT OF-WAY COST	STORM SEWER		SANITARY SEWER	
				TOTAL COST	CITY COST		TOTAL COST	CITY COST	TOTAL COST	CITY COST
<u>OTHER STREETS - WEST SIDE</u>										
SCHOOL PLACE	13TH	OAK STREET	1,068	442,000	442,000		400,000	400,000	265,000	265,000
S MAPLE STREET	9TH STREET	NORTH TERMINI	930	462,000	462,000		416,000	416,000	280,000	280,000
SCHOOL PLACE	S ASHLAND AVENUE	WEST CUL-DE-SAC	1,031	430,000	430,000		550,000	550,000	260,000	260,000
HOWARD STREET	S ASHLAND AVENUE	OAKLAND AVENUE	354	150,000	150,000		1,110,000	1,110,000	90,000	90,000
OAKLAND AVENUE	HOWARD STREET	SEYMOUR COURT	820	340,000	340,000		540,000	540,000	205,000	205,000
<u>OTHER STREETS - EAST SIDE</u>										
BERNER STREET	N. IRWIN STREET	N WEBSTER AVENUE	2,069	970,000	970,000		875,000	875,000	585,000	585,000
BERNER STREET CONSULTANT DESIGN				100,000	100,000		25,000	25,000	25,000	25,000
MANITOWOC RD(gb %)	GREENBRIER	E. TERMINI	800	200,000	200,000					
N IRWIN AVENUE	ST CLAIR STREET	NORTH TERMINI	215	90,000	90,000		80,000	80,000	55,000	55,000
FINGER ROAD	SUPERIOR ROAD	CHALLENGER DRIVE	1,178	490,000	490,000		440,000	440,000	200,000	200,000
*S. VAN BUREN	E. MASON STREET	STUART STREET	1,425	535,000	535,000		480,000	480,000	320,000	320,000
* PROJECT CARRIED OVER FROM PREVIOUS YEAR										
LOCAL STREETS TOTAL:			9,890	4,209,000	4,209,000	0	4,916,000	4,916,000	2,285,000	2,285,000
			1.87 Miles							
2022 CIP SUBTOTAL:			16,151	6,163,000	4,209,000	0	6,269,000	4,921,000	3,508,000	2,285,000
			3.06 Miles							

DEPARTMENT OF PUBLIC WORKS
2023 CAPITAL IMPROVEMENTS PROGRAM
As of 03-01-23

STREET	FROM	TO	LENGTH	PAVEMENTS		RIGHT OF-WAY COST	STORM SEWER		SANITARY SEWER		
				TOTAL COST	CITY COST		TOTAL COST	CITY COST	TOTAL COST	CITY COST	
<u>NHS ROUTES - EAST SIDE</u>											
<u>NHS ROUTES - WEST SIDE</u>											
<u>STP ROUTES - EAST SIDE</u>											
<u>STP ROUTES - WEST SIDE</u>											
CTY EB ROUNDABOUT					500,000			500,000			
MATHER STREET-DESIGN	GRAY STREET	LOCUST		442,000	90,000						
*COUNTRY CLUB-DESIGN	W. MASON	INDIAN HILLS	3,952	250,000	250,000	0					

**DEPARTMENT OF PUBLIC WORKS
2023 CAPITAL IMPROVEMENTS PROGRAM**

As of 03-01-23

				PAVEMENTS			STORM SEWER		SANITARY SEWER	
STREET	FROM	TO	LENGTH	TOTAL COST	CITY COST	RIGHT OF-WAY COST	TOTAL COST	CITY COST	TOTAL COST	CITY COST
OTHER PROJECTS										
*TRAFFIC SIGNAL REPAIRS 2021	W MASON	HINKLE		250,000	250,000					
*TRAFFIC SIGNAL REPAIRS 2021	ASHLAND	DOUSMAN		250,000	250,000					
*TRAFFIC SIGNAL REPAIRS 2022	MAIN STREET	DECKNER AVENUE		250,000	250,000					
*TRAFFIC SIGNAL REPAIRS 2022	EAST MASON	ABRAMS		250,000	250,000					
*HURON ROAD SIDEWALK	HUMBOLDT	N. TO HIGHWAY RAMPS		300,000	275,000					
*CITY WIDE SURVEY MONUMENTS	CITYWIDE			217,000	217,000		217,000	217,000	217,000	217,000
BRIDGE REPAIRS										
GENERAL BRIDGE MAINTENANCE	CITYWIDE			200,000	200,000					
CONCRETE DECK REPAIRS	MISC BRIDGES			175,000	175,000					
BRIDGE DECK SILANE SEALANT	MONROE, EAST RIVER, TAYLOR STREET			10,000	10,000					
PAINTING, STEEL, BEARINGS	BAIRD OVER EAST RIVER	ROBINSON AVE PED BRIDGE		360,000	360,000					
*ATKINSON DR. PAINTING GIRDER ENDS/BEARINGS				260,000	260,000					
HENRY STREET OVER BAIRD CREEK	DESIGN OVERLAY			140,000	140,000					
LARSEN RD BRIDGE	DESIGN			242,000	30,000					
BRIDGE SCOUR/IN STREAM WORK	MOON VALLEY, TAYLOR STREET			290,000	290,000					
W. MASON OVER BEAVER DAM CREEK	BRIDGE CONSTRUCTION			61,000	0					
MAIN STREET BRIDGE AT FOX RIVER	BRIDGE REPAIRS/BRIDGETENDER BUILDING/HYDRAULIC SYSTEM EAST SIDE			1,100,000	1,100,000					
*MAIN STREET BRIDGE AT FOX RIVER	HYDRAULIC DESIGN			150,000	150,000					
BRIDGE INSPECTION	REQUIRED ANNUAL INSPECTIONS			20,000	20,000					
CHANTEL ST. BRIDGE OVER BEAVER DAM CREEK	BRIDGE CONSTRUCTION			600,000	120,000					
MAIN STREET @ EAST RIVER	EXPANSION JOINT RECONSTRUCTION			375,000	375,000					
ANNUAL PROJECTS:										
ASPHALT RESURFACING - LOCAL STREETS				2,600,000	2,600,000					
PAVEMENT REPAIRS - RESURFACING PROGRAM				750,000	750,000					
PAVEMENT REPAIRS - ASPHALT PATCHING/SPRAY POTHOLE PATCHING				60,000	60,000					
CONCRETE PAVEMENT REPAIRS - CITYWIDE				550,000	550,000					
MUDJACKING				40,000	40,000					
SIDEWALKS - NEW/REPLACEMENT				360,000	150,000					
SIDEWALKS-CITYWIDE REPLACEMENT				720,000	320,000					
* PROJECT CARRIED OVER FROM PREVIOUS YEAR										
OTHER PROJECTS TOTAL:				10,580,000	9,192,000	0	217,000	217,000	217,000	217,000
PAVEMENT SUBTOTAL:				17,435,000	14,241,000					
RIGHT-OF-WAY COST:				0	0					
TOTAL PAVEMENT COST:				20,103	17,435,000	14,241,000	6,486,000	5,638,000	3,725,000	2,502,000
3.81 Miles										

DEPARTMENT OF PUBLIC WORKS
2023 CAPITAL IMPROVEMENTS PROGRAM
As of 03-01-23

				PAVEMENTS		RIGHT OF-WAY COST	STORM SEWER		SANITARY SEWER	
STREET	FROM	TO	LENGTH	TOTAL COST	CITY COST		TOTAL COST	CITY COST	TOTAL COST	CITY COST
<u>SEWER PROJECTS</u>										
*GROVE STREET SIPHON REPLACEMENT									2,000,000	2,000,000
*INFLOW & INFILTRATION REDUCTION PROGRAM									1,000,000	1,000,000
<u>STORM WATER MANAGEMENT</u>										
SEYMOUR PARK STORMWATER POND-WEST							3,000,000	3,000,000		
RAIN BARREL/RAIN GARDENS							100,000	100,000		
*SEYMOUR PARK STORMWATER POND-EAST							1,000,000	1,000,000		
*MAIN ST FLOOD PROJECT-DESIGN							100,000	100,000		
SMOKE TESTING/ I&I INVESTIGATION									50,000	50,000
STORM WATER FACILITY VEGETATION MANAGEMENT - 2023							75,000	75,000		
*STREET SWEEPER DEWATERING BASINS							70,000	70,000		
*GRANDVIEW STORMWATER FACILITY							1,500,000	0		
BARINA CREEK DREDGING							400,000	400,000		
\							0	0		
<u>ANNUAL PROJECTS:</u>										
SEWER REPAIRS - CITYWIDE							400,000	400,000	150,000	150,000
TV INSPECTION OF SEWERS (2021)							90,000	90,000	75,000	75,000
SEWER REHABILITATION - RESURFACING PROGRAM							900,000	900,000	600,000	600,000
MINI-STORM SEWERS - CITYWIDE							650,000	650,000		
ROOT TREATMENT - CITYWIDE									70,000	70,000
CHRONIC SEWER REPAIRS - CITYWIDE									1,000,000	1,000,000
* PROJECT CARRIED OVER FROM PREVIOUS YEAR										
MISC. SEWER PROJECTS TOTAL:						0	8,285,000	6,785,000	4,945,000	4,945,000
TOTAL SEWER COSTS:							14,771,000	12,423,000	8,670,000	7,447,000

DEPARTMENT OF PUBLIC WORKS
2023 CAPITAL IMPROVEMENTS PROGRAM
As of 03-01-23

STREET	FROM	TO	LENGTH	PAVEMENTS		RIGHT OF-WAY COST	STORM SEWER		SANITARY SEWER	
				TOTAL COST	CITY COST		TOTAL COST	CITY COST	TOTAL COST	CITY COST
TIF #5										
*SHIPYARD DEVELOPMENT										
ARNDT STREET	BROADWAY	PEARL	268	110000	110000		100000	100000	75000	75000
ARNDT STREET	PEARL	EAST TERMINI	294	110000	110000		100000	100000	70000	70000
BRIDGE STREET	BROADWAY	EAST TERMINI	700	270,000	270,000		240,000	240,000	160,000	160,000
PEARL STREET	WALNUT	SOUTH TERMINI	1,467	560,000	560,000		500,000	500,000	350,000	350,000
					TOTAL TIF #5					
TIF #7										
*LEGENDS DISTRICT SIDEWALKS										
				1,200,000	1,200,000					
					TOTAL TIF #7		1,200,000			

* PROJECT CARRIED OVER FROM PREVIOUS YEAR



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

MEETING DATE

March 15, 2023

PREPARED BY

AGENDA ITEM # E.9

Consideration with possible action on the review and award of the contract PAVEMENT I-23 S. VAN BUREN STREET RECONSTRUCTION to Peters Concrete Company in the amount of \$1,388,022.95.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. QuestCDN_Project Bid Results - PAVEMENT I-23 S. VAN BUREN STREET RECONSTRUCTION

PAVEMENT 1-23 S. VAN BUREN STREET RECONSTRUCTION

Quest Number: 8396625

Closing Date: Tue, 03/07/2023 02:00 PM CST

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:	CHUCK YANG
Email:	CHUCK.YANG@GREENBAYWI.GOV
Phone:	920-448-3371
Award Date:	
Comments:	
Award Status:	Pending
Letting Bid Tabulation:	View on vBid

Company	Contact	Phone	E-mail	Amount	Awarded	Comment
Peters Concrete Company	Duke Peters	920-494-3700	quote@petersconcrete.com	\$ 1,388,022.95		
Jossart Brothers, Inc.	Jason Hermesen	920-339-8500	jasonh@jossartbrothers.com	\$ 1,456,844.25		
DE GROOT, INC.	MARK DE GROOT	920-866-2348	mark@degrootinc.com	\$ 1,511,620.53		
Dorner Inc.	Tina Aschenbrenner	920-845-2442	tina.asch@dornerinc.com	\$ 1,614,767.00		
PTS Contractors, Inc	Jeannie Petasek	920-468-5217	JPetasek@PTSCcontractors.net	\$ 1,618,860.00		



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

MEETING DATE

March 15, 2023

PREPARED BY

AGENDA ITEM # E.10

Consideration with possible action on the review and award of the contract PAVEMENT 2-23 HURON ROAD SIDEWALK ADDITION to Peters Concrete Company in the amount of \$299,226.20.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. QuestCDN_Project Bid Results - PAVEMENT 2-23

PAVEMENT 2-23 HURON ROAD SIDEWALK ADDITION

Quest Number: 8397678

Closing Date: Tue, 03/07/2023 02:00 PM CST

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:	MATT WOICEK
Email:	MATT.WOICEK@GREENBAYWI.GOV
Phone:	920-448-3100
Award Date:	
Comments:	
Award Status:	Pending
Letting Bid Tabulation:	View on vBid

Company	Contact	Phone	E-mail	Amount	Awarded	Comment
Peters Concrete Company	Duke Peters	920-494-3700	quote@petersconcrete.com	\$ 299,226.20		
Sommers Construction Co., Inc.	Dave McKewin	920-986-3301	dave@sommersconst.com	\$ 326,231.40		
Highway Landscapers, Inc.	Tim Pagel	920-759-1701	tpagel@highway.email	\$ 338,811.00		



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

MEETING DATE

March 15, 2023

PREPARED BY

AGENDA ITEM # E.11

Consideration with possible action to approve and accept the additional rights-of-way required for the reconstruction of School Place – Oak Street to 13th Avenue.

<u>Part of Tax Parcel #</u>	<u>Interest Required</u>	<u>Owner Name(s)</u>	<u>Amount</u>
3-660	Fee	Donna M & Melissa M Corpus	\$1,400
3-662	Fee	Jackie Micolichak	\$1,400

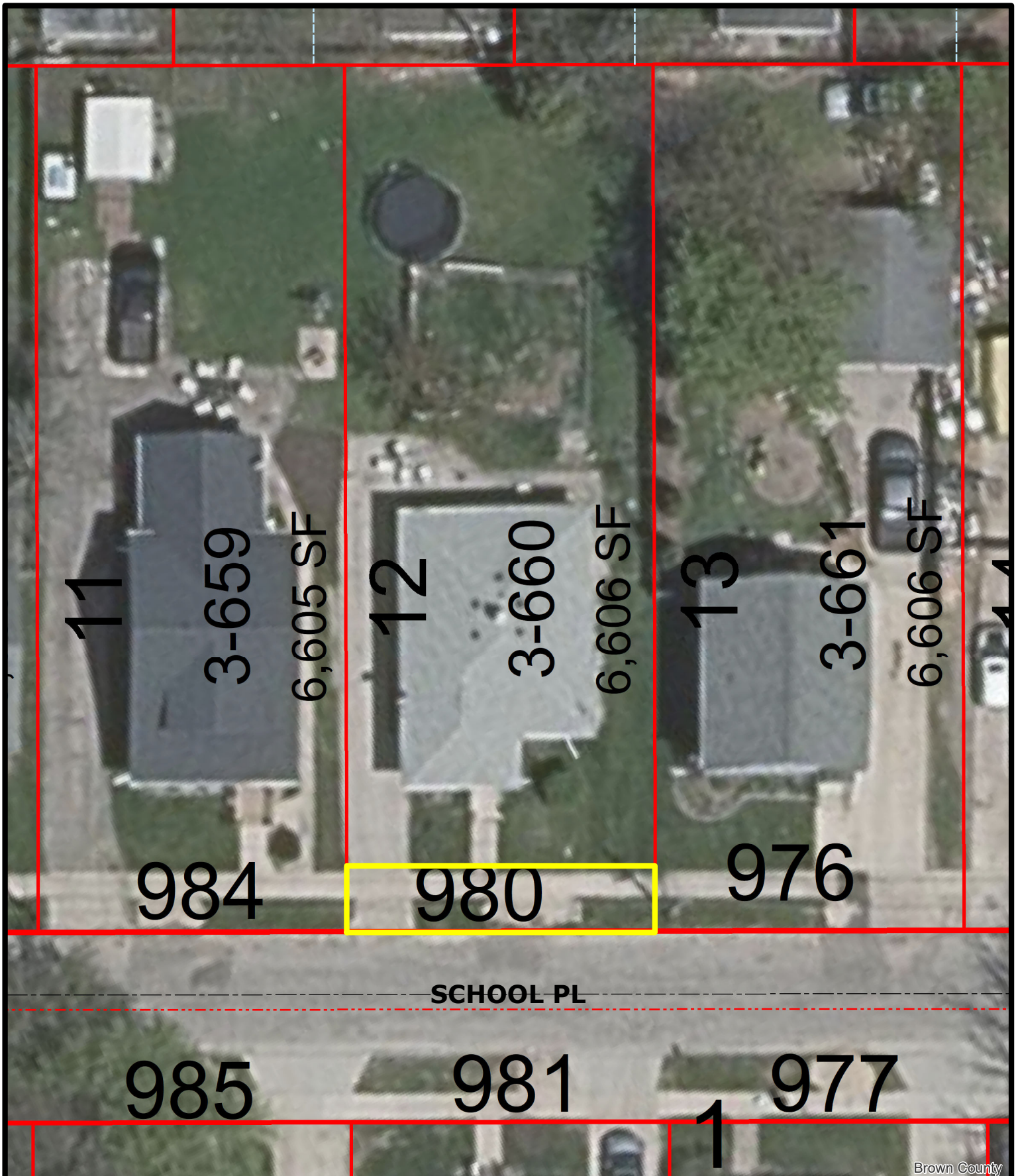
BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Approval Deed - School Place



Date: 3/8/2023

This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied.

City of Green Bay
Department of Public Works



WARRANTY DEED

Document No.

THIS INDENTURE, made by Donna M. Corpus and Melissa M. Corpus grantor, conveys and warrants the property described below to THE CITY OF GREEN BAY, a Wisconsin Municipal Corporation, grantee, for the sum of One Thousand Four Hundred and no/100 dollars (\$1400.00).

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

Return to:

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

Part of tax parcel number: 3-660

EXEMPT S.77.25(2r)**Legal Description:**

The Southerly 10.0 feet of Lot Twelve (12), Cady's Addition, City of Green bay, Brown County, Wisconsin.

Donna M. Corpus
(Signature)

3-7-2023
(Date)

Donna M. Corpus - Owner
(Print Name and Title above)

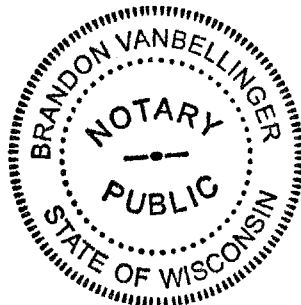
Melissa M. Corpus
(Signature)

3/7/23
(Date)

Melissa M. Corpus - Owner
(Print Name and Title above)

State of Wisconsin)

3/7/23)SS.
County) Brown
On the above date, this instrument was acknowledged before me by the named person(s) or officers.



Brandon Vanbellingor
(Signature, Notary Public, State of Wisconsin)

Brandon Vanbellingor
(Print or Type Name, Notary Public, State of Wisconsin)

11/17/26
(Date Commission Expires)

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

Project: School Place – Oak Street to 13th AvenueParcel Number: 10 / 3-660

NOMINAL PAYMENT PARCEL - WAIVER OF APPRAISAL RECOMMENDATION AND APPROVAL

Owner Donna M Corpus & Melissa M Corpus	Area and Interest Required 485 Square Feet - Fee
--	---

Allocation

	485	Sq Ft	X	\$	2.50 / Sq Ft	=	\$	1,212.50
Land		Sq Ft	X		/ Sq Ft	=	\$	-
Permanent Limited Easement		Sq Ft	X		/ Sq Ft	=	\$	-
Temporary Limited Easement		Sq Ft	X		/ Sq Ft	=	\$	-
Fencing		Sq Ft	X		/ Sq Ft	=	\$	-
Landscaping		Sq Ft	X		/ Sq Ft	=	\$	-
Improvements		Sq Ft	X		/ Sq Ft	=	\$	-
Other		Sq Ft	X		/ Sq Ft	=	\$	-
						Total Damages	=	\$ 1,212.50
						Rounded To	=	\$ 1,400.00

The undersigned owner, having been fully informed of the right to have the property appraised, and to receive just compensation based upon an appraisal, have decided to waive the right to an appraisal and agree to accept settlement in the above-stated amount as full payment for the parcel stated, subject to approval by the City of Green Bay.

The undersigned owner further state that the decision to waive the right of an appraisal was made without undue influences or coercive action of any nature.

It is intended that the instrument of conveyance will be executed upon presentation by the City of Green Bay agents or representatives.

Donna M Corpus 3-7-2023
Donna M Corpus Date

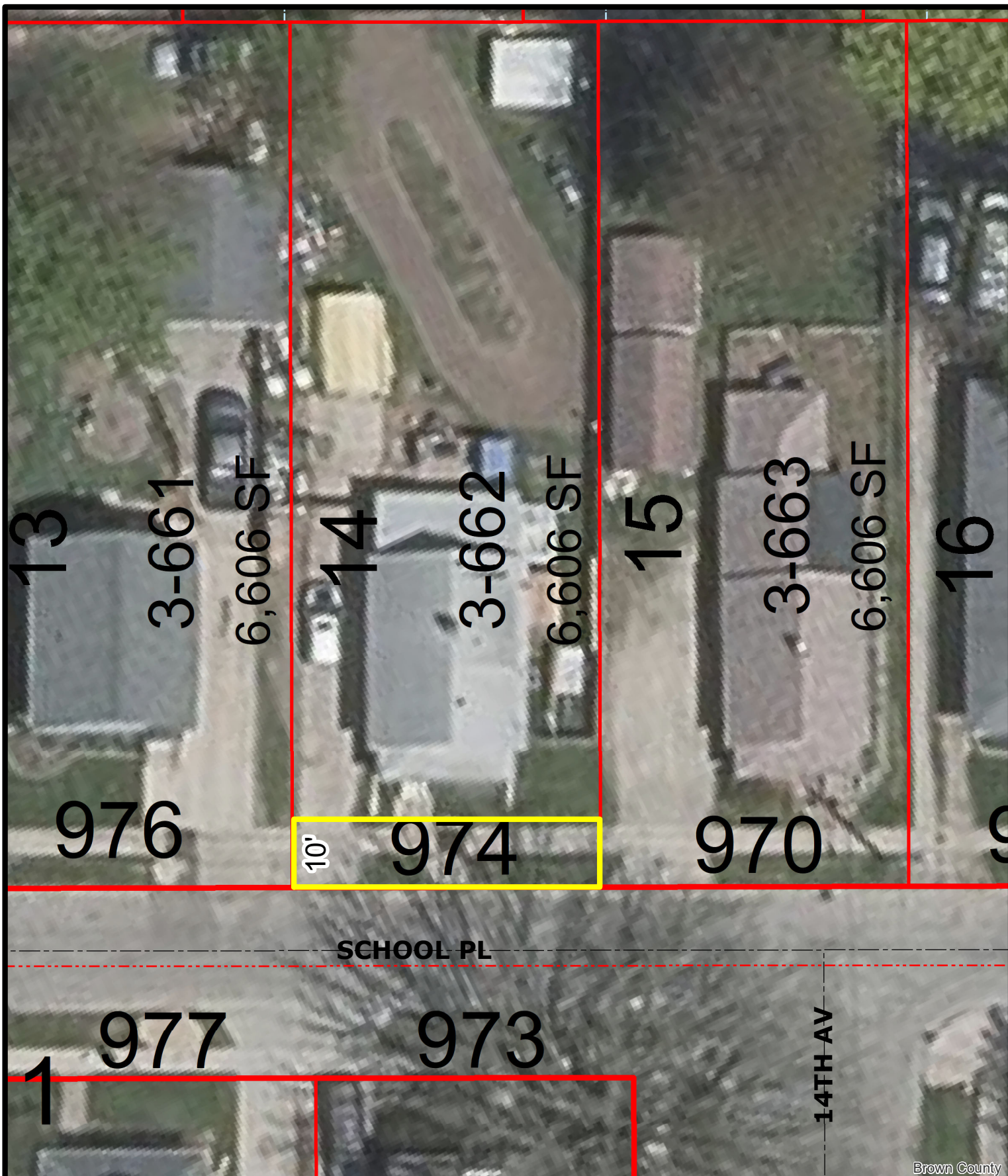
Melissa M Corpus 3/7/23
Melissa M Corpus Date

For Office Use Only

APPROVED FOR: CITY OF GREEN BAY

X
James M Brunette - Assistant Director of Public Works Date

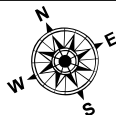
Project ID School Place- Oak Street to 13th Avenue	Parcel No.: P10 / 3-660
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Date: 3/7/2023

This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied.

City of Green Bay
Department of Public Works



WARRANTY DEED

Document No.

THIS INDENTURE, made by Jackie Steinhilber now known as Jackie Micolichek grantor, conveys and warrants the property described below to THE CITY OF GREEN BAY, a Wisconsin Municipal Corporation, grantee, for the sum of One Thousand Four Hundred and no/100 dollars (\$1400.00).

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

Return to:

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

Part of tax parcel number 3-662

EXEMPT S.77.25(2r)**Legal Description:**

The Southerly 10.0 feet of Lot Fourteen (14), according to the recorded plat of Cady's Addition, City of Green Bay, West side of Fox River, Brown County, Wisconsin.

Jackie Micolichek
(Signature)

Jackie Steinhilber now known as Jackie Micolichek

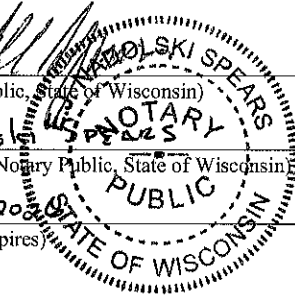
3-7-2023
(Date)

State of Wisconsin)

BROWN)SS.
County)

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

E.J. Nadolski
(Signature, Notary Public, State of Wisconsin)
E.J. Nadolski
(Print or Type Name, Notary Public, State of Wisconsin)
01/04/2020
(Date Commission Expires)



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

Project: School Place – Oak Street to 13th AvenueParcel Number: 12 / 3-662

**NOMINAL PAYMENT PARCEL - WAIVER OF APPRAISAL
RECOMMENDATION AND APPROVAL**

Owner	Area and Interest Required
Jackie Steinhilber	485 Square Feet - Fee

Allocation

Land	<u>485</u>	Sq Ft	X	\$	<u>2.50</u>	/ Sq Ft	=	\$	<u>1,212.50</u>
		Sq Ft	X			/ Sq Ft	=	\$	<u>-</u>
Permanent Limited Easement		Sq Ft	X			/ Sq Ft	=	\$	<u>-</u>
Temporary Limited Easement		Sq Ft	X			/ Sq Ft	=	\$	<u>-</u>
Fencing		Sq Ft	X			/ Sq Ft	=	\$	<u>-</u>
Landscaping		Sq Ft	X			/ Sq Ft	=	\$	<u>-</u>
Improvements		Sq Ft	X			/ Sq Ft	=	\$	<u>-</u>
Other		Sq Ft	X			/ Sq Ft	=	\$	<u>-</u>
Total Damages								=	\$ <u>1,212.50</u>
Rounded To								=	\$ <u><u>1,400.00</u></u>

The undersigned owner, having been fully informed of the right to have the property appraised, and to receive just compensation based upon an appraisal, have decided to waive the right to an appraisal and agree to accept settlement in the above-stated amount as full payment for the parcel stated, subject to approval by the City of Green Bay.

The undersigned owner further state that the decision to waive the right of an appraisal was made without undue influences or coercive action of any nature.

It is intended that the instrument of conveyance will be executed upon presentation by the City of Green Bay agents or representatives.

X

Jackie Steinhilber

Date

For Office Use Only

APPROVED FOR: CITY OF GREEN BAY

X

James M Brunette - Assistant Director of Public Works

Date

Project ID		Parcel No.:
School Place- Oak Street to 13th Avenue		P12 / 3-662



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

MEETING DATE

March 15, 2023

PREPARED BY

AGENDA ITEM # E.12

Report of actions taken by Department of Public Works.

A. Granting of Licenses

I. Sidewalk Builder

- a. Allied Concrete Construction Inc.
- b. Loch Construction Co., Inc.
- c. Three Corners Concrete LLC
- d. Verheyen Construction Co.

2. Underground Sprinkler System

- a. Roberts Quality Irrigation, LLC

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

March 15, 2023

PREPARED BY

AGENDA ITEM # F.I

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

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None