



AGENDA OF THE IMPROVEMENT AND SERVICES COMMITTEE

WEDNESDAY, MAY 31, 2023, 5:00 PM
Immediately following Parks Committee.

AMENDED

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

A. Zoom Meeting Information.

1. 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.

1. Consideration with possible action on the request by Mohamed Farah for permission to park vehicles on the street every night at 802 Cora Street for the remainder of 2023.
2. Consideration with possible action on request by Corey Buss, 1602 Pilgrim, to rescind the charges for sidewalk replacement/repair.
3. Consideration with possible action on request by Will Liebergen to appeal the storm water charges for the parcel at 1026 North Broadway.
4. Consideration with possible action on the purchase of a license plate recognition system for two Parking Division enforcement vehicles.
5. Consideration with possible action on request by McDonald Properties to have the City of Green Bay petition the Office of Commissioner of Railroads (OCR) for an at-grade rail crossing of Bay Beach Road immediately to the east of the intersection of Quincy Street and

Bay Beach Road.

6. Consideration with possible action on the installation of a public trash can at the transit stop located at the intersection of Chicago and Madison Streets by Howe School.
7. Consideration with possible action on request by the Traffic Division of the Department of Public Works to approve a modification of the award of purchase of traffic signal poles and hardware. The corrected award of contracts should be TAPCO, in the amount of \$754,658.06, Traffic Parts, Inc., in the amount of \$53,056.50, to Traffic Control Corp., in the amount of \$37,545.00. In accordance with the attached schedule.
8. Consideration with possible action on request by Department of Public Works to approve Residential Green Stormwater Infrastructure Revolving Loan Fund Program.
9. Consideration with possible action on request by Department of Public Works to approve the City of Green Bay's electronic Compliance Maintenance Annual Report (eCMAR) and resolution for submittal to the Wisconsin Department of Natural Resources (WDNR) by the Director of Public Works.
10. Consideration with possible action on request by Department of Public Works to enter into a Professional Services Agreement with McMahon Associates, Inc. in the amount of \$33,866.00 for the Design of Finger Road/ East Town Way Sidewalk.
11. Consideration with possible action on request by Department of Public Works to enter into a Professional Services Agreement with Graef in the amount of \$82,130.00 for Topographic Survey Services.
12. Report the award of contract BRIDGE 1-23 (BRIDGE MAINTENANCE & CONCRETE REPAIRS) to Lunda Construction in the amount of \$126,992.25.
13. Consideration with possible action on the review and award of contract PAVEMENT REPAIR 2023 (WEST) to Highway Landscapers, Inc. in the amount of \$1,331,276.00.
14. Consideration with possible action on the review and award of contract PARKS 6-23 SEYMOUR PARK-EAST STORMWATER FACILITY to Peters Concrete Company in the amount of \$257,339.70.
15. Consideration with possible action on request by Department of Public Works to award the following contracts at a staff level and report the award at the next Improvement and Services Committee meeting:
 - a. PAVEMENT 3-23 SCHOOL PLACE RECONSTRUCTION
 - b. PAVEMENT 4-23 BERNER STREET RECONSTRUCTION
 - c. PAVEMENT 5-23 FINGER ROAD RECONSTRUCTION
 - d. PAVEMENT 6-23 S. MAPLE AVENUE RECONSTRUCTION
 - e. SEWERS 1-23 MINI-SEWERS
 - f. SEWERS 2-23 BASIN REPAIRS
 - g. TRAFFIC SIGNAL REPAIR 2023
 - h. ASPHALT PAVING 2023
 - i. RRFB BASE CONSTRUCTION

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

A. Granting of Licenses

I. Sidewalk Builder

- a. Brians Quality Concrete, Inc.
- b. Right Way Concrete Construction
- c. N&L Concrete Construction LLP

F. Informational.

- 1. Director's Report on recent activities of the Public Works Department.
- 2. The next Improvement & Services Committee meeting is scheduled for June 14, 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=NDd1bm5zNUhBW99RVU5ck1zMjZQT09>

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.

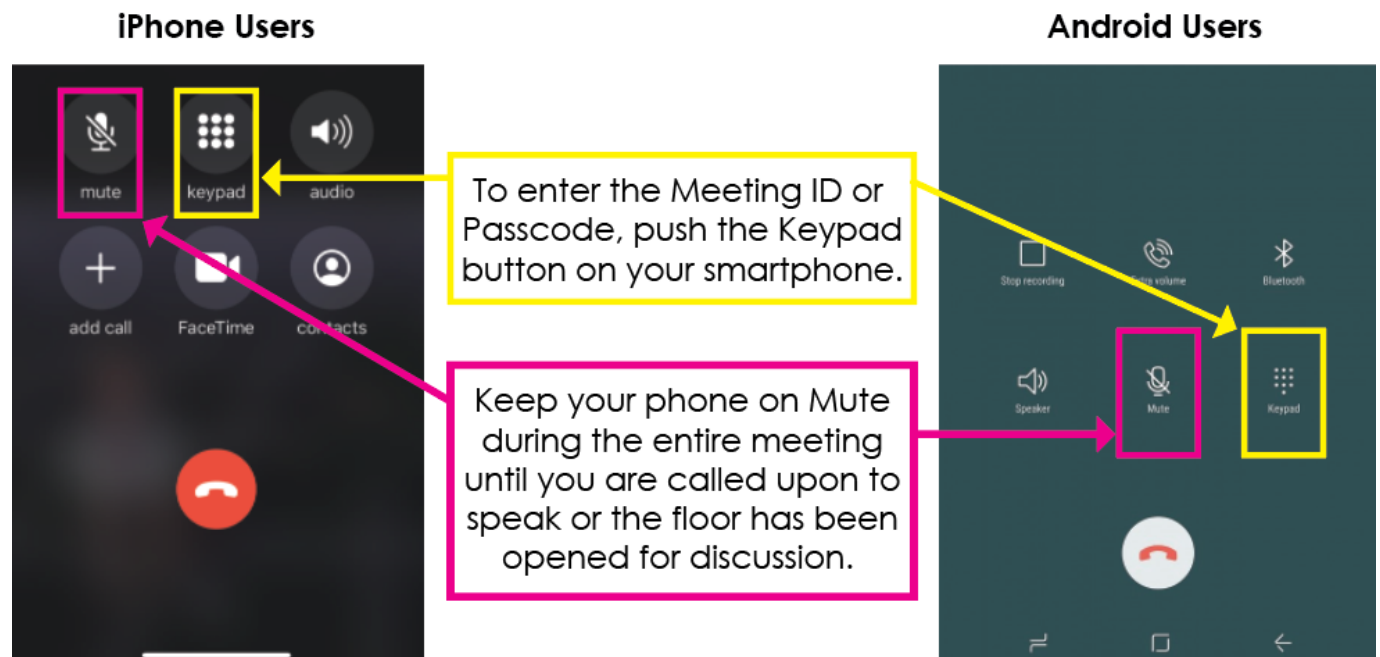
Additional Information

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

May 31, 2023

PREPARED BY

AGENDA ITEM # E.I

Consideration with possible action on the request by Mohamed Farah for permission to park vehicles on the street every night at 802 Cora Street for the remainder of 2023.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. I&S Committee Agenda Mohamed Farah

From: [Chris Pirlot](#)
To: [Michelle Wolter](#)
Cc: [Steven Grenier](#); [James Brunette](#); [Justin Linzmeier](#); [Elizabeth Nadolski-Spears](#)
Subject: I&S Committee agenda item
Date: Monday, May 15, 2023 3:28:16 PM

Please add the following item to the next I&S Committee agenda: "Request by Mohamed Farah for permission to park vehicles on-street every night at 802 Cora Street, for the remainder of 2023."

Christopher J. Pirlot, P.E.
Operations Director/Parking Manager
City of Green Bay
Department of Public Works
920.492.3736 office
920.680.6166 cellular
greenbaywi.gov

Hello Chris,

Please see the information below:

1. **Occupant name:**
2. **Owner name (if different from occupant):**
3. **Property address:** 802 Cora St green bay Wi 54303
4. **Telephone number of requestor:**
5. **E-mail address of requestor:**
6. **Clear explanation for needing additional overnight on-street parking occurrences:**

I understand that under normal circumstances, year-round parking expansion falls under the purview of the property owner. However, as a renter, I do not have the ability to make such changes or expand the available parking spaces on this property. I am writing to explore any possible alternatives or accommodations that could help alleviate our current parking situation.

My family is large; it consists of my wife, our seven children, and me. The necessity of cars for commuting to school and work is undeniable in our case. Therefore, we have two cars that require parking at our residence. My request is to procure two permits for overnight parking on the city streets near my house for the remainder of the 2023 year.

Moreover, there is an additional circumstance I would like you to consider. I am a wheelchair user, and as such, parking my car requires adequate room around it for me to comfortably exit the vehicle and maneuver to the ramp leading to my home's

entrance. I kindly ask that this need for additional space is taken into account when considering my request.

Thank you for your time and understanding. I am hopeful that you will be able to help us in resolving this problem. I eagerly await your response and the possibility of finding a suitable solution.

Please let me know if you have any questions.

Best regards,

On Mon, May 8, 2023 at 3:15 PM Chris Pirlot <Chris.Pirlot@greenbaywi.gov> wrote:

Hello gentlemen: As I'm sure you all know; the City maintains an ordinance prohibiting parking on all City streets between the hours of 3 AM and 5 AM year-round. Per policy, Up to six (6) occurrences can be granted each year for special exceptions. And each occurrence can last up to two (2) weeks. A longer number of occurrences can be granted through Improvements and Services Committee each year for circumstances like:

- Recurrent friend/family visits beyond 6 occurrences per year
- In-home medical care providers
- Children home temporarily for a period of time
- Construction and remodeling activity
- Temporarily disabled vehicles

I have served as the City Parking Manager for over 32 years. To date, there has been no request granted for year-round (365 days) parking. Special permissions are granted for unique circumstances, *not* for routine/everyday parking of owner/occupant vehicles. Addressing year-round parking needs of resident vehicles are left to the property owner. There is no permit system for that item. I personally had a situation years ago with inadequate off-street parking for the vehicles that resided at my house year-round. My only solution was to expand my driveway pavement area.

That said, if you are interested in requesting additional overnight on-street parking

occurrences for the remainder of 2023, please submit to me an e-mail or letter containing information on:

1. Occupant name
2. Owner name (if different from occupant)
3. Property address
4. Telephone number of requestor
5. E-mail address of requestor
6. Clear explanation for needing additional overnight on-street parking occurrences

After I receive the above information regarding a request, it is placed it on the Improvements and Services Committee agenda for discussion and consideration. The requestor is notified of the meeting date/time so they can attend to support their request.

If you are interested in pursuing additional overnight on-street parking allowances, please advise.

Christopher J. Pirlot, P.E.
Operations Director/Parking Manager
City of Green Bay
Department of Public Works
920.492.3736 office
920.680.6166 cellular
greenbaywi.gov

From: District Nine <District.9@greenbaywi.gov>
Sent: Friday, May 5, 2023 4:32 PM
To: Said Hassan **Cc:** Chris Pirlot <Chris.Pirlot@greenbaywi.gov>
Subject: RE: Request for Overnight Parking Permit Application

Hello Said (and Mohamed), thanks for reaching out. I have copied Chris Pirlot on this email who oversees our parking utility and fields these types of requests.

Chris, is this an evaluation you make at the staff level or do I need to take to the Improvement & Services Committee for consideration?

Follow me on Facebook to receive regular updates on city issues. [@BrianJohnsonGB](#)

Brian H. Johnson
Alderman, District 9

City of Green Bay
100 N. Jefferson Street
Green Bay, Wisconsin 54301-5026

(e) district9@greenbaywi.gov
(p) 920.242.2206
(w) www.greenbaywi.gov

From: Said Hassan <[org](#)>

Sent: Friday, April 28, 2023 8:55 AM

To: District Nine <District.9@greenbaywi.gov>; **Subject:** Request for Overnight Parking Permit Application

Dear Brian,

My name is Said Hassan, the Executive Director of Community Services Agency Inc (COMSA). I was pleased to receive your email through Celestine Jeffreys, and I am reaching out to inquire about the possibility of obtaining an overnight parking permit for Mohamed Farah.

Mohamed is an essential member of our team, serving as our community liaison, and residing on Cora Street, which I believe falls under District 9. Recently, Mohamed's family has been in need of additional parking space, as they are unable to park their vehicles at night. In the past, they have used the parking lot of the nearby Presbyterian church on Ashland Ave, but the church management has implemented a no-parking policy, leaving them without any options.

I would greatly appreciate it if you could assist Mohamed's family in obtaining two overnight parking permits. Your kind assistance would go a long way in helping them to meet their daily needs.

Thank you for your time and consideration.

Best regards,

CONFIDENTIALITY: This e-mail (including any attachments) may contain confidential, proprietary and privileged information, and unauthorized disclosure or use is prohibited. If you received this e-mail in error, please notify the sender and delete this e-mail from your system.

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Best Regards,
Said Hassan
Executive Director
Community Services Agency, Inc ([COMSA](#)).
Office: (920)-770 4070 | Direct: (980)-337 0455
[Email](#) | [Facebook](#) | [Twitter](#)
[Schedule a 30 appointment](#)

CONFIDENTIALITY: This e-mail (including any attachments) may contain confidential, proprietary and privileged information, and unauthorized disclosure or use is prohibited. If you received this e-mail in error, please notify the sender and delete this e-mail from your system.



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

MEETING DATE

May 31, 2023

PREPARED BY

AGENDA ITEM # E.2

Consideration with possible action on request by Corey Buss, 1602 Pilgrim, to rescind the charges for sidewalk replacement/repair.

BACKGROUND

The City of Green Bay performs an annual sidewalk repair/replacement program. Subject properties are inspected by Department of Public Works (DPW) staff and deficiencies in the sidewalk are noted. A list of all sidewalk inspected that is in need of repair or replacement is compiled and submitted to the Common Council in the form of a resolution. The resolution provides 60 days for which the resident to complete repairs, after which DPW can have the repairs completed and the cost associated with the repairs is billed back to the property owner. Following adoption of the resolution, a letter is sent to each property owner advising them of their responsibility to repair the sidewalk, and provides alternatives that the resident may wish to consider prior to having the City replace the walk. Within the "sidewalk letter", there are instructions advising the property owner to notify the City if they have completed repairs so that we know not to replace the walk.

During the summer of 2022, Mr. Buss was notified that 122.5 square feet of sidewalk at 1602 Pilgrim was in need of repair or replacement. Mr. Buss has informed DPW that he repaired the walk but did not notify DPW of the repairs. Subsequently, DPW's contractor removed the sidewalk in question and replaced it. Mr. Buss received an invoice for the replaced sidewalk in the amount of \$1,347.50. Mr. Buss is requesting the entire charge be rescinded.

RECOMMENDATION

As DPW was not notified that repairs were completed as provided for in the resident letter, staff recommends that this request be denied.

FISCAL IMPACT

If the request would be granted, the City's Sidewalk fund would be responsible to cover the \$1,347.50 cost of the work.

ATTACHMENTS

1. sidewalk invoice 1602 Pilgrim
2. Sidewalk Letter to Property Owner Including Sidewalk Credit Info
3. Re_FW_Sidewalk replacement 1602 Pilgrim



GREEN BAY CITY TREASURER

100 North Jefferson Street, Room 106
Green Bay, WI 54301-5026

INVOICE

Invoice Date	Invoice No.
03/08/2023	169498
Customer Number	
60819	
Invoice Total Due	
\$1,347.50	
Customer PO	Due Date
	04/08/2023

126387 : PAYMENTS CAN BE MADE UP TO DUE DATE,
BALANCE WILL BE ADDED TO YOUR TAX BILL AT 3.75%
INTEREST/YR FOR 5 YEARS.

COREY J BUSS
1602 PILGRIM ST
GREEN BAY, WI 54304-3333

00000182023000169498300001347509

✂ Please Detach and return top portion with your payment ✂

City of Green Bay, Green Bay, WI 54301

Invoice Date: 03/08/2023

Customer Number: 60819

Description	Quantity	Price	UOM	Original Bill	Adjusted	Paid	Amount Due
SIDEWALKS FOR PARCEL 1-2534 AT 1602 PILGRIM ST AND PROJECT LOCATION 2022 CITY WIDE SIDEWALKS	122.50	\$11.00	EACH	\$1,347.50	\$0.00	\$0.00	\$1,347.50
Please put Invoice Number on your check. Make checks payable to City of Green Bay.				Invoice Total:	\$1,347.50		

QUESTIONS REGARDING HOW THE AMOUNT OF THIS BILL WAS DERIVED OR ANY ENGINEERING
CONCERNS MAY BE DIRECTED TO THE DPW-ENGINEERING DIV AT (920)448-3106. REMITTANCE
QUESTIONS MAY BE DIRECTED TO THE CLERKS-TREASURERS OFFICE AT (920)448-3010.

ORIGINAL
COPY



Page one of this mailing was the formal notice ordering you to construct or reconstruct sidewalks along your property. This notice is a statutory requirement of the State of Wisconsin. The following is additional information to help you through the process.

When City of Green Bay Common Council orders in new concrete sidewalks it is the opinion of the City Traffic, Bicycle and Pedestrian Commission that defective sidewalks are hazardous to pedestrian traffic and must be repaired.

Below are the options you need to choose from for the Sidewalk repair ordered at your property:

Option 1 = Resident does nothing and the City takes care of sidewalk repairs

- The City will wait for the 30-day timeframe to expire then the City's contractor will be instructed to construct or reconstruct the sidewalk at your property.
- All sidewalks marked will be removed and replaced.
- The City will invoice the owner for the actual cost of sidewalk based on the square footage of the sidewalk installed at the current contract price.

Option 2 = Property Owner completes the repairs themselves

- Sidewalk work must be completed before the 30-days expire from your notice.
- Work must be done by **property owner only**, not by family, a friend, neighbor, or others.
- Property owner obtains permits for repairs to the sidewalk (Obstruction Permit, & Sidewalk Grade Permit – apply online through City website at <https://greenbaywi.gov/1045/Digital-Services>.
- Property owner shall provide proper signing and barricading of the area prior to commencing the work.
- Property owner shall construct the sidewalk in accordance with City standards.
- Property owner to call or email the work is completed and ready for final inspection. The City will reinspect in order to accept the repairs.
- If the work is found to be unacceptable, the property owner will be notified and shall remove the sidewalk and replace it to conform to City standards. If work is not completed within 30 days, the City's Contractor will complete the work and property owner will be billed.

Option 3 = Hire a contractor with City of Green Bay Sidewalk Builders License to do the work for you

- Sidewalk work must be completed before the 30-day notice expires.
- City's website has a list of Sidewalk Builders holding a current license with the City.
- Licensed Contractor (Sidewalk Builder) obtains permits for repairs to the sidewalk.
- Licensed Contractor shall provide proper signing and barricading of the area prior to commencing the work.
- Licensed Contractor shall construct the sidewalk in accordance with City standards.
- Repairs made by licensed contractor and property owner pays the contractor directly. The sidewalk replacement shall include ALL damaged sidewalks including sidewalks marked with an "X" & "C".
- Property owner to call or email the work is completed and ready for final inspection. The City will reinspect in order to accept the repairs.
- If the work is found to be unacceptable, the property owner shall remove the sidewalk and replace it to conform to City standards. If work is not completed within 30 City Contractor will come complete work and property owner will be billed.

Example Repair Options:

Remove & Replace
Diamond Grind
Mudjacking
Epoxy Crack Filling

Complete replacement of damaged sidewalk
Sidewalks that are raised slightly
Sidewalks that are sunken and need to be raised
Larger cracks or divots that need to be filled

For Option 1 Only Sidewalk Billing and Payments

The Common Council has authorized the Department of Public Works to extend the 30-day time period called for, in the sidewalk order, in hardship cases. A request for an extension must be in writing explaining the hardship for which the extension is requested. This request should be sent to the Department of Public Works, Room 300, City Hall, 100 North Jefferson Street, Green Bay, Wisconsin, 54301.

The City will invoice property owner for sidewalks replaced by the City. Invoices that are not paid in full or any remaining balance after the 30 days of invoiced date will roll onto the property taxes and shall be payable to the City of Green Bay in 5 annual installments at the current 2022 interest rate of per annum. All sidewalk that is replaced and listed as a sidewalk credit will be paid for by the City.

For Option 2 or 3 Only the following is the Procedure for Reimbursing Property owners for Sidewalk Credits

If you choose to construct or reconstruct the sidewalk yourself or through a licensed contractor, and a sidewalk credit is indicated ("Square Ft Credit") follow the next steps for reimbursement.

- If the work is found to be acceptable, the property owner shall submit the City Sidewalk Reimbursement Form to the Department of Public Works - Engineering Division for sidewalk credit sidewalks (eg. street tree damage). The form is the last page of this mailing.
- The form shall state the area replaced in square feet and the amount due.
- The amount due shall be actual cost not to exceed current City contract cost.
- The form shall be accompanied by a copy of the concrete company delivery slip with concrete mix listed.
- Department of Public Works - Engineering Division shall verify the calculations and process for payment.

Questions concerning sidewalks can be directed to the Engineering Division of the Department of Public Works. The sidewalk contact information is (920) 448-3106 or email greenbaysidewalks@greenbaywi.gov

From: C
To: [Steven Grenier](#)
Cc: [Chris Wery](#)
Subject: Re: FW: Sidewalk replacement 1602 Pilgrim
Date: Friday, May 19, 2023 9:25:31 AM

Sounds good, thank you for your time

On Fri, May 19, 2023, 7:47 AM Steven Grenier <Steven.Grenier@greenbaywi.gov> wrote:

Mr. Buss,

We will get you on the agenda for that day. Ald. Wery chairs the committee and he has been part of the discussion all along. I'm sure with what you have provided in the email string, we can communicate your request.

Steve Grenier

Steven M. Grenier, P.E.

Director of Public Works

City of Green Bay

Department of Public Works

920.448.3097

steven.grenier@greenbaywi.gov

greenbaywi.gov

From: C <thebuss12@gmail.com>
Sent: Thursday, May 18, 2023 6:11 PM
To: Steven Grenier <Steven.Grenier@greenbaywi.gov>
Subject: Re: FW: Sidewalk replacement 1602 Pilgrim

I would not be able to attend the meeting, im working 60 hours, 5 to 5 each day just to get by. Missing any work is just not something i can do

On Mon, May 8, 2023, 1:05 PM Steven Grenier <Steven.Grenier@greenbaywi.gov> wrote:

Mr. Buss,

Let me extend my apologies to you on this matter. It definitely was not my intent to break communication on this. I've had a few items come up over the past few weeks that have caused me to shuffle some items on my schedule and I just missed on this one. Would you be able to attend a meeting of the Improvement & Services Committee on May 24 to discuss the matter with them?

Thanks,

Steve Grenier

Steven M. Grenier, P.E.

Director of Public Works

City of Green Bay

Department of Public Works

920.448.3097

steven.grenier@greenbaywi.gov

greenbaywi.gov

From: C <thebuss12@gmail.com>

Sent: Sunday, May 7, 2023 7:33 AM

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

Subject: Re: FW: Sidewalk replacement 1602 Pilgrim

Sooooooooooooooooooo??? Is that how the city works? You give promise of a remedy and then just break communication? Not even a follow-up.

On Sun, Apr 23, 2023, 5:42 PM C <thebuss12@gmail.com> wrote:

I would like to appeal some of the if not most of the cost. That can be discussed and finalized after discussion.

On Tue, Apr 11, 2023, 3:29 PM Steven Grenier <Steven.Grenier@greenbaywi.gov> wrote:

Mr. Buss,

Please respond to me at your earliest opportunity indicating what you would like to appeal. By that I mean to indicate how much of the cost you are appealing. If that is the entire cost, let us know that as well. Once I get that information, I will place your request on the agenda for the April 26 meeting of the Improvement & Services Committee. You will have an opportunity to address the committee and offer your position. The Committee will then deliberate and forward a recommendation on to the Common Council.

Please advise if I can be of further assistance to you.

Thanks,
Steve Grenier

Steven M. Grenier, P.E.

Director of Public Works

City of Green Bay

Department of Public Works

920.448.3097

steven.grenier@greenbaywi.gov

greenbaywi.gov

From: Chris Wery <chriswery@att.net>
Sent: Wednesday, April 5, 2023 9:47 PM
To: Steven Grenier <Steven.Grenier@greenbaywi.gov>
Subject: Fw: Sidewalk replacement 1602 Pilgrim

Hi Steve,

The resident, Corey Buss, would like to appeal the cost. Can you guide him to the correct place and let me know the outcome.

Much appreciated.

Alderman Chris Wery

920-490-9282

chriswery@att.net

Facebook: Alderman Chris Wery, District 8 City of Green Bay

----- Forwarded Message -----

From: C <thebuss12@gmail.com>

To: Chris Wery <chriswery@att.net>

Sent: Wednesday, April 5, 2023 at 04:17:59 PM CDT

Subject: Re: Sidewalk replacement

I need to know who i can talk to about possibly adjusting the cost of the sidewalk replacement, can you help me with that?

On Sat, Mar 25, 2023, 2:04 PM C <thebuss12@gmail.com> wrote:

So i did find some but not all of the paperwork. And in the paper i found they gave the price estimate for 5x5 sidewalk squares at \$175 to \$225 each. The invoice price i got was \$1350 and i had 5 squares, that would be \$270 each. So why is it 20% to 30% more than they said? I would be happy to pay some but not all of what they request based off the work i did and the fallout of communication of the whole project

On Thu, Mar 16, 2023, 7:16 PM Chris Wery <chriswery@att.net> wrote:

Let me know if you find it. Otherwise, I do think it is good to call them and discuss and get options.

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

On Tuesday, March 14, 2023 at 04:30:16 AM CDT, C <thebuss12@gmail.com> wrote:

I got your email yesterday, i am trying to find the original paperwork from last summer, along with talking with my neighbors, and they dont recall that paper saying call in when done with repairs.

Besides that i did the work and they honestly could have seem that work was done and a repair was made. They sent multiple workers thru the area. Why have me call? It seems like planned stupidity, that way if NOTHING happens like they claim they are still covered.



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

MEETING DATE

May 31, 2023

PREPARED BY

AGENDA ITEM # E.3

Consideration with possible action on request by Will Liebergen to appeal the storm water charges for the parcel at 1026 North Broadway.

BACKGROUND

The City's Storm Water Utility charges storm water fees to properties based on impervious area for the operation and maintenance of the storm sewer and storm water management systems across the City. Section 42-203 (f), Green Bay Municipal Code (GBMC) provides for credits to be provided to property owners for portions of a property that discharge directly to the waters of Green Bay, the Fox River, or East River. Mr. Liebergen believes that his on-site storm water management pond functions as an infiltration basin, allowing for infiltration of precipitation directly to the groundwater. As such, storm water would not be discharged to the City storm sewers. Mr. Liebergen therefore requests that the storm water charges for this property be rescinded.

A review of the approved site plan for the property shows that the storm water management device for the property is a biofilter, not an infiltration basin. The primary difference for this discussion is that while an infiltration basin allows for infiltration of precipitation to the ground water system, the biofilter collects that precipitation after filtering out the pollutants, and then discharges that water directly into the City's storm sewer system. As the water is still being discharged to storm sewer, the credit is not applicable.

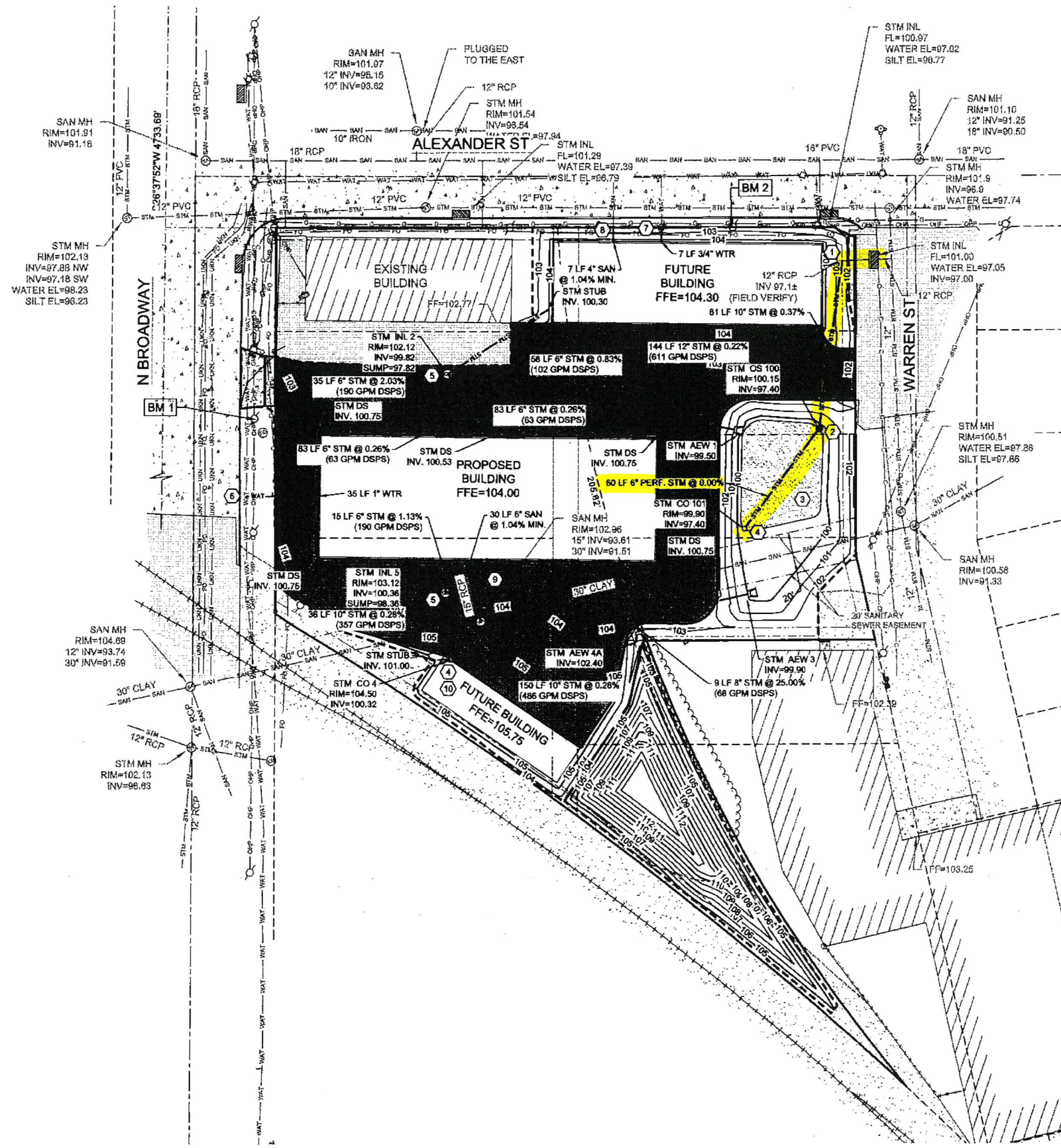
RECOMMENDATION

Staff recommends denial of the request.

FISCAL IMPACT

ATTACHMENTS

1. 1026 N Broadway
2. Section 42-203 GBMC



Benchmarks		
Label	Elevation	Description
BM 1	105.02	NAIL IN POWER POLE #48SS14
BM 2	104.03	NAIL IN POWER POLE #48NN14

SHEET KEY NOTES:

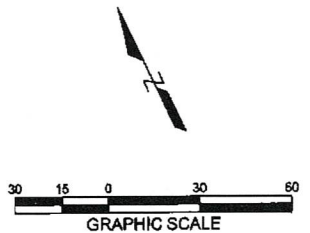
- CONNECT TO EXISTING STORM LATERAL. FIELD VERIFY LOCATION, SIZE AND DEPTH.
- BIOFILTER OUTLET STRUCTURE; SEE DETAIL C SHEET C6.0
- BIOFILTER; SEE DETAIL D SHEET C6.0
- STORM CLEANOUT; SEE DETAIL E SHEET C6.0
- STORM INLET, 3' DIA.; SEE DETAIL F SHEET C6.0
- WATER SERVICE - CONNECT TO MUNICIPAL WATERMAIN PER CITY STANDARDS. COORDINATE WORK WITH GREEN BAY WATER UTILITY.
- WATER SERVICE - CONNECT TO EXISTING WATER LATERAL (¾" COPPER) PER CITY STANDARDS. FIELD VERIFY SIZE AND LOCATION.
- CONNECT TO EXISTING SANITARY LATERAL. FIELD VERIFY SIZE AND LOCATION.
- REMOVE EXISTING 15" RCP SANITARY STUB AND RELAY WITH PROPOSED 6" SANITARY LATERAL. PROVIDE A WATER TIGHT FLEXIBLE CONNECTOR AT MANHOLE CONNECTION. COORDINATE WORK WITH PUBLIC WORKS.
- CONNECT ROOF DRAIN TO STORM SEWER. VERIFY LOCATION WITH ARCHITECTURAL PLANS

UTILITY NOTES:

- ALL WORK SHALL CONFORM TO THE MOST RECENT EDITION OF THE "STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN"
- NOTIFY MUNICIPALITY THREE WORKING DAYS PRIOR TO WORKING IN THE RIGHT OF WAY
- CONNECTIONS TO MUNICIPAL UTILITIES SHALL BE IN ACCORDANCE WITH THEIR STANDARD SPECIFICATIONS
- ALL SERVICE LATERALS SHALL HAVE TRACER WIRE
- SANITARY**
 - LATERAL SHALL BE PVC SDR 35 (ASTM D-3034) OR SCH 40.
 - CLEANOUTS SHALL BE IN ACCORDANCE WITH SPS 382.35.
 - REFER TO PLUMBING PLANS FOR CONNECTIONS TO BUILDING PLUMBING.
 - CONNECTION TO BUILDING TO BE DONE BY BUILDING PLUMBER.
- WATER**
 - SERVICES UP TO 2 INCHES IN DIAMETER SHALL BE COPPER OR DRS HOPE.
 - SERVICES GREATER THAN 4 INCHES IN DIAMETER SHALL BE C900 PVC.
 - ALL DUCTILE IRON PIPE AND FITTINGS SHALL BE ENCASED IN POLYETHYLENE WRAP.
 - WATER SUPPLY SYSTEM (SERVICES AND MAINS) SHALL BE FLUSHED AND DISINFECTION PRIOR TO USE IN ACCORDANCE WITH SPS 382.40(8)(i).
 - WATER LINE THRUST RESTRAINTS (NOT SHOWN FOR CLARITY) SHALL BE PROVIDED AS SPECIFIED FOR CONCRETE THRUST BLOCKS.
 - REFER TO PLUMBING PLANS FOR CONNECTIONS TO BUILDING PLUMBING.
 - CONNECTION TO BUILDING TO BE DONE BY BUILDING PLUMBER.
- STORM**
 - SEWER SHALL BE PVC SDR 35 (ASTM D-3034), SCH 40 OR RCP.
 - GRATES SHALL BE PLACED ON HORIZONTAL INLETS GREATER THAN 6 INCHES IN DIAMETER. THE GRATES SHALL BE PLACED SO THAT THE RODS OR BARS ARE NOT MORE THAN 3 INCHES DOWNSTREAM OF THE INLET. RODS OR BARS SHALL BE SPACED SO THAT THE OPENINGS DO NOT PERMIT PASSAGE OF A 6 INCH SPHERE.
 - REFER TO PLUMBING PLANS FOR CONNECTIONS TO BUILDING PLUMBING
 - CONNECTION TO BUILDING TO BE DONE BY BUILDING PLUMBER.
- SANITARY SEWER EASEMENT**
 - ANY DAMAGE TO THE 30" CLAY SANITARY SEWER DURING CONSTRUCTION OR FUTURE MAINTENANCE OF THE PROPOSED BMP IS THE RESPONSIBILITY OF THE BMP OWNER TO FIX ANY DAMAGE AT THEIR COST.
 - IF FUTURE REPAIRS ARE NEEDED (NOT DUE TO THE PROPOSED PROJECT) TO BE COMPLETED ON THE 30" CLAY PIPE, THE CITY WILL TAKE NECESSARY ACTIONS TO REPAIR THE SANITARY SEWER AND THE RESTORATION OF THE BMP WILL BE AT THE COST OF THE BMP OWNER NOT THE CITY OR THEIR CONTRACTORS.

SEWER AND WATER DEMAND

WATER = 42 WFU
SEWER = 108 DFU



MACH
ENGINEERING • SURVEYING • ENVIRONMENTAL
2260 Salschneider Court Green Bay, WI 54313
PH: 920-569-5765; Fax: 920-569-5767
www.mach-iv.com

NORTH BROADWAY STORAGE, LLC
**BROADWAY & ALEXANDER
STORAGE**
UTILITY PLAN

REVISION DESCRIPTION	
NO.	NO.
1	DATE: OCTOBER 15, 2021
2	DRAFTED BY: DS
3	CHECKED BY:
4	PROJECT NO.: 1779-01-20
5	DRAWING NUMBER
6	SHEET NUMBER
7	C3.0
8	OF 10

Sec. 42-203. - Stormwater utility.

(a) *Findings.*

- (1) The City of Green Bay finds that the management of stormwater and other surface water discharges within and beyond its borders is a matter that affects the public health, safety and welfare of the City, its citizens and businesses and others in the surrounding area. The development of land increases impervious surfaces and results in increased stormwater runoff. Failure to effectively manage this increased stormwater runoff affects the sanitary sewer utility operations of the Green Bay Sanitary District by, among other things, increasing the likelihood of infiltration and inflow in the sanitary sewer. In addition, surface water runoff may create erosion of lands, threaten businesses and residences with water damage and create sedimentation and other environmental damage in the City.
- (2) The cost of operating and maintaining the City stormwater system, ensuring regulatory compliance and financing necessary plans, studies, repairs, replacements, improvements and extension thereof should, to the extent practicable, be allocated in relationship to the benefits enjoyed and services received therefrom.
- (3) The City further finds that pervious surfaces are preferable to impervious surfaces for managing stormwater. Accordingly, the calculation of equivalent runoff units (ERU), which are used to calculate stormwater utility charges, as detailed in this chapter, shall be limited to impervious surface area. Pervious surfaces, such as forested areas, yard and terrace trees, lawns, gardens, planned natural landscaping, approved permeable surfacing, green roofs, and undeveloped property shall be exempt from the calculation of ERU and stormwater utility charges.

(b) *Establishment of Stormwater Utility.*

- (1) In order to protect the health, safety and welfare of the public, the Common Council is exercising its authority to establish the City of Green Bay Stormwater Utility and set the rates for stormwater services.
- (2) The operation of the Stormwater Utility shall be under the supervision of the City of Green Bay Improvement and Services Committee, with final authority by the Green Bay Common Council. The Administrator will be in charge of the Stormwater Utility.
- (3) The City is acting under the authority of Wis. Stats. Chs. 62 and 66, and particularly, without limitation, the following: Wis. Stats. §§ 62.04, 62.11, 62.16(2), 62.18, 66.0621, 66.0627, 66.0701, 66.0703, 66.0809, 66.0811, 66.0813 and 66.0821.

(c) *Powers and duties of Utility.*

- (1) *Facilities.* The City, acting through the Stormwater Utility, may acquire, construct, lease, own, operate, maintain, extend, expand, replace, clean, dredge, repair, conduct, manage and finance such facilities as are deemed by the City to be proper and reasonably necessary for a

system of stormwater and surface water management. These facilities may include, without limitation by enumeration, surface and underground drainage facilities, sewers, watercourses, retaining walls and ponds and such other facilities as will support a stormwater system.

- (2) *Rates and charges.* The City, acting through the Stormwater Utility, may establish such rates and charges as are necessary to finance planning, design construction, maintenance and operation of the facilities in accordance with the procedures set forth in this article.
- (3) *Budgeting process.* The City, through the Stormwater Utility, shall prepare an annual budget, which is to include all operation and maintenance costs, debt service and other costs related to the operation of the Stormwater Utility. The costs shall be spread over the rate classifications as determined by the Committee.
- (4) *Excess revenues.* The City will retain any excess of revenues over expenditures in a year in a segregated Stormwater Enterprise Fund, which shall be used exclusively for purposes consistent with this article.

- (d) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Administrator means the Director of Public Works or their designee.

Committee means the City of Green Bay Improvement and Services Committee.

Duplex unit means a residential space containing two dwelling units.

Dwelling unit means a structure, or that part of a structure, which is used or intended to be used as a home, residence or sleeping place by one person or by two or more persons maintaining a common household, to the exclusion of all others.

Equivalent runoff unit or *ERU* means the unit by which a storm sewer charge is calculated in this article and is based on an average horizontal impervious area of a fully developed single-family parcel within the City. An ERU is established as 3,000 square feet.

Impervious area or *impervious surface* means a horizontal surface that has been compacted or covered with a layer of material so that it is highly resistant to infiltration by rainwater. It includes, but is not limited to, semi-impervious surfaces such as compacted clay and/or gravel, as well as streets, roofs, sidewalks, parking lots, driveways and other similar surfaces.

Lot means a parcel of land having a width and depth sufficient for one principal building and its accessory building together with open spaces required by [Chapter 44](#) and abutting a public street or access easement.

Multifamily unit means a residential space consisting of three or more dwelling units.

Nonresidential property means any developed lot or parcel other than residential property as defined herein, including, but not limited to, transient rentals (such as hotels and motels), manufactured and mobile home parks, commercial, industrial, institutional, governmental property and parking lots.

Permeable surfacing means a material or materials and accompanying subsurface treatments designed, installed, and maintained specifically to allow stormwater to penetrate into the material, thereby reducing the volume of stormwater runoff from the surfaced area. Permeable surfacing may include, without limitation, permeable interlocking pavers, concrete lattice pavers, porous blocks or pavers or similar structural support materials, and permeable concrete or asphalt.

Pervious area or pervious surface means a horizontal surface that is covered by vegetation or other naturally-occurring material that promote the infiltration or transpiration of precipitation, thereby reducing the amount of stormwater runoff. Pervious areas include, but are not limited to, forested areas, yard and terrace trees, lawns, native vegetation, planned natural landscaping, and undeveloped properties.

Residential property means any lot or parcel developed exclusively for residential purposes, including single-family homes, duplex units and multifamily units, but not including transient rentals (such as hotels and motels) and manufactured and mobile home parks.

Single-family home means any residential property consisting of a single dwelling unit.

Stormwater system means any natural or manmade stormwater conveyance facility operated or maintained by the City, including, but not limited to, retention/detention ponds, ditches, storm sewer, roads, green infrastructure stormwater management measures, and navigable and non-navigable waterways.

Undeveloped property means property that has not been altered by the addition of any improvements, such as a building, structure, change of grade or substantial landscaping. Undeveloped property includes agricultural property. A property shall be considered developed pursuant to this article, upon issuance of a certificate of occupancy or upon substantial completion of construction or final inspection if no such certificate is issued or where construction is at least 50 percent complete and construction is halted for a period of three months.

Utility means the Stormwater Utility of the City of Green Bay.

(e) *Rates and charges.*

- (1) By this article, the Board is establishing the basis for the rates that will be used to calculate and impose a charge upon each developed lot and parcel within the City for services and facilities provided by the Stormwater Utility consistent with this article.
- (2) The amount of the charge to be imposed for each customer classification shall be made by resolution. All rates established pursuant to this chapter will be fair and reasonable. The current rates will be on file with the City Clerk.

- (3) An ERU charge shall be imposed to recover all or a portion of the costs of the Stormwater Utility.

(f) *Credits.*

- (1) The Utility may provide credits against the ERU determination for nonresidential property in the following cases:
 - a. Discharging stormwater runoff directly to the waters of Green Bay, Fox River or East River, the ERU credit shall be two-thirds of all ERUs located on the portion of property discharging directly to the above-named waters.
 - b. A ten percent credit in the number of ERUs will be provided to those properties within the nonresidential customer classification that provide privately constructed and maintained detention or retention facilities that restrict surface water discharge to the rate and volume as established in the City storm drainage standards for public and private development. This credit does not apply to those ERUs receiving credit in subsection (f) (1)a of this section.
- (2) A ten percent credit in the number of ERUs will be provided to those properties within the residential - multifamily, including condominiums, customer classification that provide privately constructed and maintained detention or retention facilities that restrict surface water discharge to the rate and volume as established in the City storm drainage standards for public and private development.
- (3) To be entitled to consideration for an ERU credit, the property owner shall file an application together with a review fee with the Administrator that is supported by documentation from a professional engineer and demonstrates the conditions of this section have been met. The application is subject to review and approval of the Administrator. If the Administrator needs additional engineering expertise to complete their review, the Administrator can deny the application unless the property owner agrees to pay for the necessary engineering services.
- (4) The Administrator may revoke the credit if the basis for the credit has materially changed. The Administrator shall provide written notice of any proposed revocation at least 30 days in advance thereof.
- (5) A denial or revocation of any credit may be appealed under subsection (i) of this section.

(g) *Customer classifications.*

- (1) For purposes of imposing the ERU charge, all lots and parcels within the City shall be classified into the following five customer classes:
 - a. Residential - single-family;
 - b. Residential - duplex;
 - c. Residential - multifamily, including condominiums;

- d. Nonresidential; and
 - e. Undeveloped.
- (2) The Administrator shall prepare a list of lots within the City and assign a customer classification to each lot or parcel.
- (3) ERUs shall be calculated per classification as follows:
- a. Residential - single-family: The impervious area for each single-family parcel unit shall be determined by the Administrator based on the best available information, including, but not limited to, data supplied by the City Assessor divided by 0.75, aerial photographs, the property owner, tenant or developer, or actual on-site measurement. The ERU for each single-family parcel shall be equal to the calculated impervious area divided by 3,000 square feet (rounded to the next higher 0.01). The ERU determination shall be updated by the Administrator based on any additions to the impervious area as approved through the building permit process.
 - b. Residential - duplex: The impervious area for each duplex parcel unit shall be determined by the Administrator based on the best available information, including, but not limited to, data supplied by the City Assessor divided by 0.75, aerial photographs, the property owner, tenant or developer, or actual on-site measurement. The ERU for each duplex unit shall be equal to one-half of the calculated impervious area divided by 3,000 square feet (rounded to the next higher 0.01). The ERU determination shall be updated by the Administrator based on any additions to the impervious area as approved through the building permit process.
 - c. Residential - multifamily: The ERU for each multifamily unit shall be determined by the Administrator based on the best available information, including, but not limited to, data supplied by the City Assessor, aerial photographs, the property owner, tenant or developer, or actual on-site measurement. The Administrator may require additional information as necessary to make the determination. The ERU value for residential multifamily property shall consist of its determined impervious area divided by 3,000 square feet and the number of units on the property (rounded to the next higher 0.01 ERU) to determine the per-unit ERU value. The ERU determination shall be updated by the Administrator based on any additions to the impervious area as approved through the building permit process.
 - d. For nonresidential properties, the Administrator shall be responsible for determining the impervious area based on the best available information, including, but not limited to, data supplied by the City Assessor, aerial photographs, the property owner, tenant or developer, or actual on-site measurement. The Administrator may require additional information as necessary to make the determination. The ERU value for a nonresidential

property shall consist of its determined impervious area divided by the residential ERU value of 3,000 square feet (rounded to the next higher 0.01 ERU). The billing amount shall be updated by the Administrator based on any additions to the impervious area as approved through the building permit process.

e. Undeveloped properties: No ERU.

(4) The City may make such other classifications in accordance with this subsection as will be likely to provide reasonable and fair distribution of the costs of the Stormwater Utility.

(h) *Billing and penalties.*

- (1) Stormwater Utility charges will be billed periodically with said charges to appear on the bill issued for municipal water and sanitary sewer service.
- (2) The bills for Stormwater Utility charges shall be mailed to the designated utility bill recipient, but this mailing shall not relieve the owner of the property from liability for rental property in the event payment is not made as required in this article. The owner of any property served which is occupied by tenants shall have the right to examine collection records of the City for the purpose of determining whether such charges have been paid for such tenants, provided that such examination shall be made at the office at which the records are kept and during the hours that such office is open for business.
- (3) If Stormwater Utility charges remain unpaid after a period of 30 days from the date the utility bill was mailed, such bill shall be determined delinquent. The City may collect delinquent charges under Wis. Stats. §§ 66.0821(4) and 66.0809(3).
- (4) All delinquent charges shall be subject to a one percent penalty, per month, in addition to all other charges, including prior penalties or interest that exist when the delinquent charge is extended upon the tax roll.

(i) *Method of appeal.*

- (1) The Stormwater Utility charge, a determination of ERUs or ERU credits may be appealed by filing a written appeal with the City Clerk prior to the utility charge due date if not paid or within 30 days of payment. The appeal shall specify all bases for the challenge and the amount of the stormwater charge the customer asserts is appropriate. Failure to file a timely challenge and specify all bases for the challenge waives all right to later challenge that charge. An appeal of the determination of an ERU shall be supported by documentation from a professional engineer/registered land surveyor.
- (2) The Administrator will determine whether the stormwater charge is fair and reasonable or whether a refund is due the customer. The Administrator may act with or without a hearing and will inform the customer in writing of their decision.
- (3)

The customer has 30 days from the decision of the Administrator to file a written appeal to the City of Green Bay Improvement and Services Committee. In considering an appeal, the Committee shall determine whether the stormwater utility charge is fair and reasonable and, in the event the appeal is granted, whether a refund is due the appellant and the amount of the refund. The Committee shall conduct a formal or informal hearing and obtain sufficient facts upon which to make a determination. The Committee's decision shall be based upon the evidence presented to it. After making such determination, the Committee shall forward its recommendation to the Common Council for final approval.

- (4) If it is determined that a refund is due the customer, the refund will be applied as a credit on the customer's next stormwater billing if the refund will not exceed the customer's next stormwater billing or will be refunded at the discretion of the Administrator.

(j) *Special assessment and charges.*

- (1) In addition to any other method for collection of the charges established pursuant to this article for Stormwater Utility costs, the City finds that these charges may be levied on property as a special charge pursuant to Wis. Stats. § 66.0627. The charges established hereunder reasonably reflect the benefits conferred on property and may be assessed as special charges. The mailing of the bill for such charges to the owner will serve as notice to the owner that failure to pay the charges when due may result in them being charged pursuant to the authority of Wis. Stats. § 66.0627(4) and placed upon the tax roll.
- (2) In addition to any other method of charging for Stormwater Utility costs, the City may, by resolution, collect special assessments on property in a limited and determinable area for special benefits conferred upon property pursuant to Wis. Stats. § 66.0703. The failure to pay such special assessments may result in a lien on the property enforced pursuant to Wis. Stats. § 66.0703(13).

(Code 1984, § 30.20; Ord. No. 6-04; Ord. No. 57-04; Ord. No. 26-20, §§ 1, 2, 8-18-2020; Ord. No. 17-22, §§ 20—24, 6-7-2022)



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

MEETING DATE

May 31, 2023

PREPARED BY

AGENDA ITEM # E.4

Consideration with possible action on the purchase of a license plate recognition system for two Parking Division enforcement vehicles.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. LPR Systems request
2. Green Bay WI Mobile LPR Solution Pricing, 4.12.23



Purchasing Department
100 North Jefferson Street - Room 101
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3047
Fax 920.448.3050

05/11/2023

I&S Committee 05/24/2023

City of Green Bay Parking is requesting to purchase 2-ea LPR Systems for the Parking Division. Total Cost for the systems is \$105,182.10 this includes the one time purchase of equipment and the first year reoccurring maintenance. Maintenance Service starting in year two and continuing will be \$6,691.92. These items are being Purchased under the Passport/NCPA Contract 05-82-Parking Enforcement and Equipment Pricing through Omnia.

Respectfully Submitted,

Thomas J. Walenski
Procurement Manager
City of Green Bay



Mobile License Plate Recognition (MLPR) Pricing Estimate

Item		Price (USD)
Licensing	Subscription for AutoVu Managed Service 2.0	\$6,691.92 annually
	AutoVu Managed Service Upgrade to Pay-by-Plate Multi	
	1x AutoVu Managed Service 1 Patroller Connection	
Mobile Vehicle Hardware 2 Unit(s)	Mobile LPR Hardware and Professional Services → AutoVu SharpZ3 Dual Base Kit → AutoVu Overtime Kit (Includes Wheel Imaging Kit) → Mapping License → One year Warranty → Hardware Shipping Mobile Computing Package → In-vehicle Hardware and Software → Includes Fz-G1 Tablet with embedded 4G LTE component for wireless connectivity → Tablet Docking Station and Vehicle Antenna → Hardware Shippings → Permit Zone Configurations	\$68,597.69
Implementation / Labor	→ Project Management Services → Onsite and Remote Training, Completed in Two Phases: ◆ One: 4 hours of onsite training on LPR Mobile Vehicle Software and hardware ◆ Two: 2-hour remote web-based training on LPR Security Center back-end software. → Mobile Installation → Travel for Onsite Services	\$13,564.80
Support	→ Mobile support ◆ Remote LPR vehicle support ◆ Phone, e-mail, and remote working sessions → Security Center Software support ◆ Phone, e-mail, and remote working sessions	\$3,888.00 covers 5 years
Extended Warranty <i>Optional</i>	→ Return and Repair Coverage → Covers AutoVu vehicle hardware, Genetec Patroller software upgrades	\$12,439.69 covers 5 years



LPR Totals:

Passport / NCPA Contract 05-82 - Parking Enforcement Software and Equipment Pricing

One-time Total	\$98,490.18
Annual Recurring Total	\$6,691.92
Total Year One Cost	\$105,182.10

NCPA was recently acquired by OMNIA Partners. For documentation on Passport's contracts through OMNIA/NCPA, please visit <https://www.ncpa.us/Vendors/Passport>

Genetec Warranty: Not ratified by Passport. Further information and terms of the Genetec hardware warranty are provided in supporting documentation.



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

MEETING DATE

May 31, 2023

PREPARED BY

AGENDA ITEM # E.5

Consideration with possible action on request by McDonald Properties to have the City of Green Bay petition the Office of Commissioner of Railroads (OCR) for an at-grade rail crossing of Bay Beach Road immediately to the east of the intersection of Quincy Street and Bay Beach Road.

BACKGROUND

Historically, the former Canadian National rail spur running parallel to Quincy Street had an at-grade crossing of Bay Beach Road in the same location being considered. This rail spur served the property located at 701 Bay Beach Road. With the redevelopment of 710 Bay Beach Road, the area occupied by the rail spur on the 710 Bay Beach Road was needed for storm water conveyance. As the rail was not being utilized by 701 Bay Beach Road, the crossing was removed and tracks were removed from the south property line of 710 Bay Beach Road to the north right-of-way of Bay Beach Road.

A tenant in the 701 Bay Beach Road property has requested that rail service be reinstated along the former spur location. City staff has consulted with the civil engineer representing in the property owner and determined that rail service can be reinstated without adversely impacting the storm water conveyance for the property. All costs associated with the reinstatement will be the responsibility of the property owner.

RECOMMENDATION

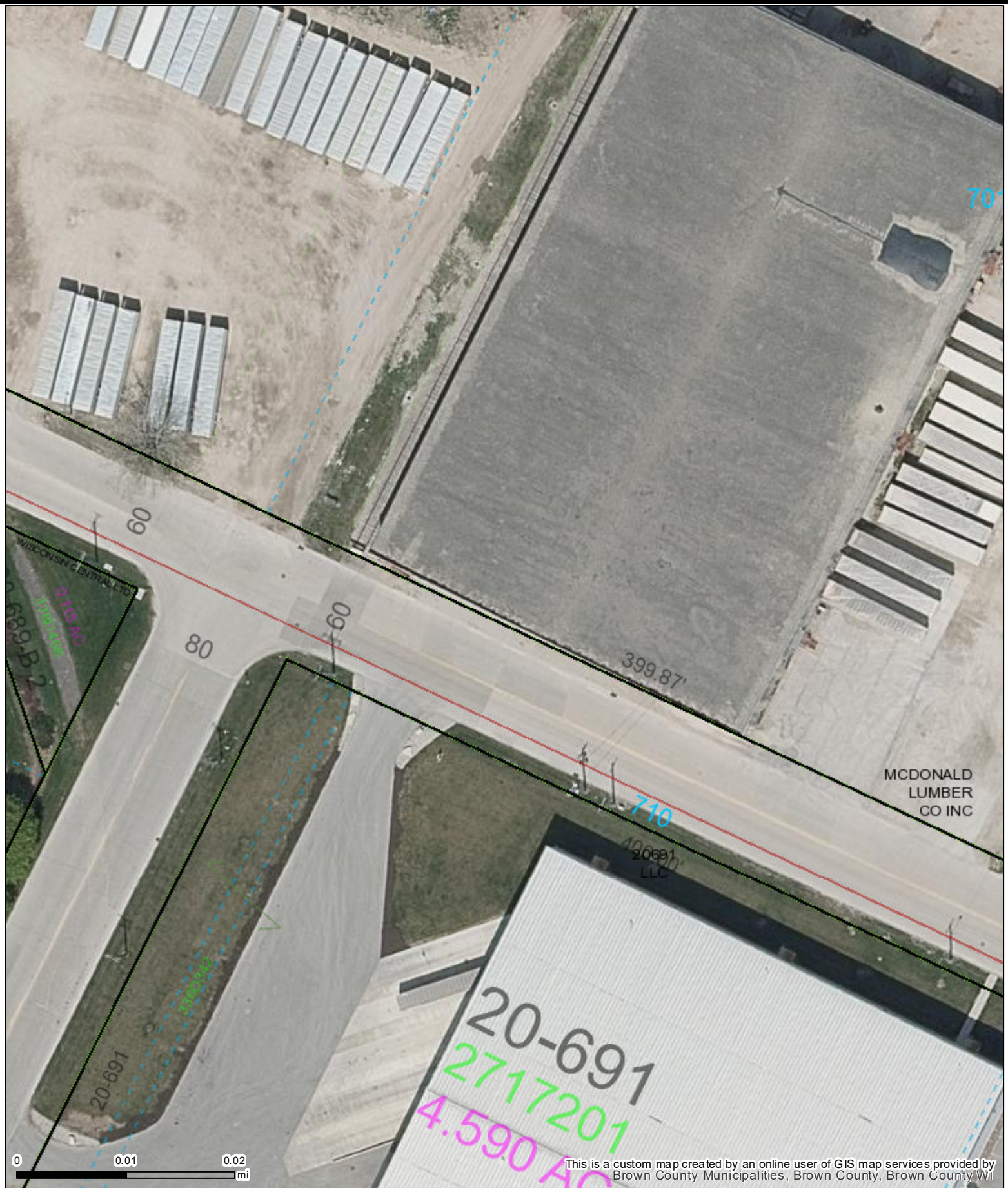
Staff recommends approval of this request provided that all engineering and protection of underground utilities are completed to the standards approved by the Department of Public Works.

FISCAL IMPACT

The proposed project would have no financial impact to the City of Green Bay.

ATTACHMENTS

- I. 701-710 Bay Beach Road Rail Crossing



701/710 Bay Beach Road

Map printed on 5/24/2023

1:720

1 inch = 60 feet*

1 inch = 0.0114 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



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

MEETING DATE

May 31, 2023

PREPARED BY

AGENDA ITEM # E.6

Consideration with possible action on the installation of a public trash can at the transit stop located at the intersection of Chicago and Madison Streets by Howe School.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Trash can at corner of Chicago_Madison

From: [Patricia Kiewiz](#)
To: [Steven Grenier](#); [Chris Pirlot](#)
Subject: RE: Inquiry into trash can at corner of Chicago/Madison
Date: Monday, May 8, 2023 5:26:41 PM
Attachments: [image001.png](#)

Steve/Chris,

Transit has purchased trash cans in the past for various locations of concern. We could in this circumstance as well. However, this would need to be added to your list for “manual” pickup. I will let you two decide if that works for your team and if the location works.

Let me know your thoughts.

Patty Kiewiz
Transit Director



GB Metro Transit
901 University Avenue
920.448.3455
greenbaymetro.org

From: District Nine <District.9@greenbaywi.gov>
Sent: Monday, May 8, 2023 5:12 PM
To: Steven Grenier <Steven.Grenier@greenbaywi.gov>; Patricia Kiewiz <Patricia.Kiewiz@greenbaywi.gov>
Subject: FW: Inquiry into trash can at corner of Chicago/Madison

Steve and Patty,
Is this something you could support? Please advise.

Follow me on Facebook to receive regular updates on city issues. [@BrianJohnsonGB](#)

Brian H. Johnson
Alderman, District 9

City of Green Bay
100 N. Jefferson Street
Green Bay, Wisconsin 54301-5026

(e) district9@greenbaywi.gov
(p) 920.242.2206
(w) www.greenbaywi.gov

Sent: Monday, May 8, 2023 2:32 PM
To: District Nine <District.9@greenbaywi.gov>

Subject: Inquiry into trash can at corner of Chicago/Madison

Hi Alderman Johnson,

I am reaching out on behalf of Howe families. After becoming a Community School in 2019, we have conducted annual needs assessments that work to bring forward family and student voice in our school community. Several families shared some concerns they had over the continued trash left by patrons waiting for the GB Metro at the corner of Chicago/Madison St. At the moment, there is no trash can at this bus stop to collect anything left behind. It was suggested by parents that maybe we look to install one.

I am writing to see if this might be something we could discuss or something that could be advocated for on our behalf?

Thanks for considering!

Diana Delbecchi

Howe's Community Schools Resource Coordinator

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

MEETING DATE

May 31, 2023

PREPARED BY

AGENDA ITEM # E.7

Consideration with possible action on request by the Traffic Division of the Department of Public Works to approve a modification of the award of purchase of traffic signal poles and hardware. The corrected award of contracts should be TAPCO, in the amount of \$754,658.06, Traffic Parts, Inc., in the amount of \$53,056.50, to Traffic Control Corp., in the amount of \$37,545.00. In accordance with the attached schedule.

BACKGROUND

This item came before the Improvement & Services Committee on April 26, 2023. At that time, a recommendation was made to award some traffic signal components to General Traffic Equipment Corporation. Subsequent to the recommendation to award, it has been discovered that General Traffic Equipment Corporation is on a list of non-qualified vendors. Accordingly, staff has re-evaluated the proposals and revised our recommendations.

RECOMMENDATION

Staff recommends award of the traffic signal poles and hardware as proposed in the attached supporting documentation

FISCAL IMPACT

The financial impact of this decision results in an increase in the purchase price of traffic signal hardware in the amount of \$24,336.90. This increase is still within the amount budgeted for the projects.

ATTACHMENTS

- I. Traffic Signal Bid Summary_Final Award

CITY OF GREEN BAY BID SUMMARY

RFB #: 2023-11 Traffic Signals

Dept: DPW			VENDOR #1		VENDOR #2		VENDOR #3		VENDOR #4	
Planholders: (12) Vendors			CC: 28000, 28500, 55000, 83200		General Traffic Equipment Corp.		Traffic Parts Inc.		Traffic Control Corp.	
Issued: 03/30/2023			Due: 04/13/2023		Brown Deer, WI		Newburgh, NY		Conroe, TX	
QTY	UNIT	DESCRIPTION	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE
100	ea	SIGNAL, TRAFFIC, 3-SECTION, VERTICAL ORIENTATION, BLACK HOUSINGS, BLACK DOORS, BLACK TUNNEL VISORS, WITH R-Y-G CLEAR LENS LED (NO TINTED LENSES), EAGLE SA103A1211BBB	\$ 369.31	\$ 36,931.00	\$ 310.00	\$ 31,000.00	\$ 315.00	\$ 31,500.00		\$ -
50	ea	SIGNAL, TRAFFIC, 4-SECTION, VERTICAL ORIENTATION, BLACK HOUSINGS, BLACK DOORS, BLACK TUNNEL VISORS, WITH <R-<Y-<G CLEAR LENS LED, EAGLE SA104A1211BBB OR EQUAL	\$ 501.52	\$ 25,076.00	\$ 410.00	\$ 20,500.00	\$ 443.00	\$ 22,150.00		\$ -
500	ea	BRACKET, TRAFFIC SIGNAL MOUNTING, POLYCARBONATE, BLACK, EAGLE PDM 442 OR EQUAL	\$ 20.95	\$ 10,475.00	\$ 31.00	\$ 15,500.00	\$ 23.00	\$ 11,500.00		\$ -
250	ea	CLOSURE CAP, TRAFFIC SIGNAL, 1-1/2 INCHES x 7/8 INCHES, THREADED, BLACK, WITH GASKET	\$ 1.89	\$ 472.50	\$ 2.00	\$ 500.00	\$ 4.56	\$ 1,140.00		\$ -
200	ea	BACKPLATE, TRAFFIC SIGNAL, BLACK, ABS PLASTIC, TO FIT 3-SECTION 12-INCH EAGLE SIGNAL HOUSINGS	\$ 37.95	\$ 7,590.00	\$ 75.00	\$ 15,000.00	\$ 55.00	\$ 11,000.00		\$ -
175	ea	BACKPLATE, TRAFFIC SIGNAL, BLACK, ABS PLASTIC, TO FIT 4-SECTION 12-INCH EAGLE SIGNAL HOUSINGS	\$ 51.95	\$ 9,091.25	\$ 90.00	\$ 15,750.00	\$ 75.00	\$ 13,125.00		\$ -
60	ea	BRACKET KIT, TRAFFIC SIGNAL MOUNTING, 3-SECTION, POWDER COAT GLOSS BLACK, 120-INCH STAINLESS STEEL CABLE, ALL AXIS ADJUSTABLE, HINGED SINGLE BOLT TUBE CLAMP, WITH TY-BACK ACCESSORY, PELCO GALAXY SERIES AG-0125-3-120-SS-P33 KIT WITH AB-0506-ZN2 TY-BACK	\$ 221.45	\$ 13,287.00	\$ 146.00	\$ 8,760.00		\$ -		\$ -
35	ea	BRACKET KIT, TRAFFIC SIGNAL MOUNTING, 4-SECTION, POWDER COAT GLOSS BLACK, 120-INCH STAINLESS STEEL CABLE, ALL AXIS ADJUSTABLE, HINGED SINGLE BOLT TUBE CLAMP, WITH TY-BACK ACCESSORY, PELCO GALAXY SERIES AG-0125-4-120-SS-P33 KIT WITH AB-0506-ZN2 TY-BACK	\$ 242.85	\$ 8,499.75	\$ 152.00	\$ 5,320.00		\$ -		\$ -
500	ea	LOCK NIPPLE, TRAFFIC SIGNAL, 1-1/2 INCHES x 1-1/2 INCHES LONG, THREADED, ALUMINUM, UNPAINTED	\$ 10.95	\$ 5,475.00	\$ 3.85	\$ 1,925.00	\$ 4.50	\$ 2,250.00		\$ -
53	ea	SIGNAL, TRAFFIC, PEDESTRIAN, 1-SECTION, COUNTDOWN LED TYPE, 16IN x 18IN, BLACK POLYCARBONATE HOUSING, BLACK POLYCARBONATE DOOR, BLACK POLY HOOD VISOR, FULL HAND/FULL PERSON INDICATIONS, MIL-STD-810F MOISTURE RESISTANCE, MIL-STD-883 VIBRATION RESISTANCE, 80-135 VAC, ITE PTCSI PART 2-2004 COMPLIANT, GE GT1 DIALIGHT 430-6479-001X, OR EQUAL	\$ 276.55	\$ 14,657.15	\$ 228.00	\$ 12,084.00	\$ 318.90	\$ 16,901.70		\$ -
58	ea	PEDESTRIAN PUSHBUTTON, ROUND, UNIVERSAL DIRECTIONAL ARROW ON BUTTON FACE, YELLOW HOUSING, WITH YELLOW MOUNTING BASE FOR ROUND POLES, TWO-TONE AUDIBLE CONFIRMATION, POLARA BULLDOG BDSP-011-Y AND APBC-Y OR EQUAL	\$ 123.45	\$ 7,160.10		\$ -		\$ -		\$ -
18	ea	POLE, TRAFFIC SIGNAL, 4.5 INCH O.D. x 13 FEET LONG, THREADED ONE END, ALUMINUM, PAINTED SEMI-GLOSS BLACK	\$ 342.65	\$ 6,167.70		\$ -	\$ 447.00	\$ 8,046.00		\$ -
14	ea	POLE, TRAFFIC SIGNAL, 4.5 INCH O.D. x 15 FEET LONG, THREADED ONE END, ALUMINUM, PAINTED SEMI-GLOSS BLACK	\$ 498.75	\$ 6,982.50		\$ -	\$ 508.00	\$ 7,112.00		\$ -
81	ea	POLE BASE, TRAFFIC SIGNAL, SQUARE, BOLT-DOWN, ALUMINUM, PAINTED BLACK, THREADED TO ACCEPT 4.5 INCH O.D. SIGNAL POLE, ALUMINUM DOOR, SLOTTED HEX HEAD DOOR BOLT, WITH GROUNDING TERMINAL POLE CAP, TRAFFIC SIGNAL, ALUMINUM, PAINTED SEMI-GLOSS BLACK, 3 OR MORE BRASS OR STAINLESS-STEEL SET SCREWS, TO FIT 4.5 INCH O.D. POLE	\$ 211.35	\$ 17,119.35		\$ -	\$ 289.00	\$ 23,409.00		\$ -
69	ea	POLE CAP, TRAFFIC SIGNAL, ALUMINUM, PAINTED SEMI-GLOSS BLACK, 3 OR MORE BRASS OR STAINLESS-STEEL SET SCREWS, TO FIT 4.5 INCH O.D. POLE	\$ 29.25	\$ 2,018.25		\$ -	\$ 23.50	\$ 1,621.50		\$ -
5	ea	CABINET, TRAFFIC CONTROLLER, ACTUATED, TS-2, 16-PHASE, AS PER WISDOT TS-2 CONTROL CABINET WITH ETHERNET SPECIFICATIONS	\$ 16,467.00	\$ 82,335.00		\$ -		\$ -		\$ -
4	ea	WIRE, TRAFFIC SIGNAL CABLE, 12 CONDUCTOR, #14 AWG CU CONDUCTORS, COLOR-CODED CONDUCTORS, TO MEET IMSA 20-1 SPECIFICATIONS, 2500 FT SPOOL ONLY, NO EXCEPTIONS		\$ -		\$ -	\$ 6,423.75	\$ 25,695.00		\$ -
4	ea	WIRE, TRAFFIC SIGNAL CABLE, 5 CONDUCTOR, #14 AWG CU STRANDED CONDUCTORS, COLOR-CODED CONDUCTORS, TO MEET IMSA 20-1 SPECIFICATIONS, 2500 FT SPOOL ONLY		\$ -		\$ -	\$ 2,733.75	\$ 10,935.00		\$ -

Dept: DPW			VENDOR #1		VENDOR #2		VENDOR #3		VENDOR #4	
Planholders: (12) Vendors			CC: 28000, 28500, 55000, 83200		General Traffic Equipment Corp.		Traffic Parts Inc.		Traffic Control Corp.	
Issued: 03/30/2023			Due: 04/13/2023		Brown Deer, WI		Newburgh, NY		Conroe, TX	
Oak Park Heights, MN										
QTY	UNIT	DESCRIPTION	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE
4	ea	WIRE, TRAFFIC SIGNAL CABLE, 7 CONDUCTOR, #14 AWG CU STRANDED CONDUCTORS, COLOR-CODED CONDUCTORS, TO MEET IMSA 20-1 SPECIFICATIONS, 2500 FT SPOOL ONLY		\$ -		\$ -	\$ 3,701.25	\$ 14,805.00		\$ -
5	ea	TRAFFIC SIGNAL PRE-EMPTION SYSTEM, GTT OPTICOM GPS SYSTEM FOR TS2 TRAFFIC SIGNAL CONTROL CABINET, TO INCLUDE MODEL 760 CARD RACK, MODEL 764 DISCRIMINATOR MODULE, MODEL 3100 GPS RECEIVER, 250-FT CABLE, AND ALL OTHER CONTROL COMPONENTS NECESSARY FOR A COMPLETE AND OPERABLE SYSTEM	\$ 12,037.00	\$ 60,185.00		\$ -		\$ -	\$ 7,509.00	\$ 37,545.00
50	ea	FUSE HOLDER, INLINE, BREAKAWAY, SCREW TERMINAL, #12-#3 WIRE RANGE, WITH INSULATING BOOTS FOR EACH END. BUSSMAN HEB-JW-RLC-J, MERSEN FEB-81-81-BA, IDEAL SLK30-1212		\$ -		\$ -		\$ -		\$ -
50	ea	FUSE, 10 AMP, TYPE KTK		\$ -		\$ -		\$ -		\$ -
5	ea	PHOTO CONTROL, STREETLIGHT, NEMA PLUG-IN TYPE, 120-VOLT, 1000-WATT, LIGHTNING ARRESTOR, INTERMATIC LC4521C OR EQUAL	\$ 18.73	\$ 93.65		\$ -		\$ -		\$ -
6	ea	VEHICLE DETECTOR SYSTEM, VIDEO, 4-DIRECTION, 1000-FT EACH OF THE MANUFACTURER RECOMMENDED POWER & SIGNAL CABLES, FOUR COLOR CAMERAS, ALL COMPONENTS NECESSARY FOR A COMPLETE AND FUNCTIONAL SYSTEM IN A TS2 TRAFFIC CONTROL CABINET. ITERIS VANTAGE NEXT DETECTION SYSTEM	\$ 26,436.00	\$ 158,616.00		\$ -		\$ -		\$ -
6	ea	STREETLIGHT POLE, 30-FOOT, BLACK SEMI-GLOSS FINISH, ROUND TAPERED GALVANIZED 7-GAUGE STEEL OR FIBERGLASS COMPOSITE CONSTRUCTION, 10-FT STREETLIGHT ARM, RECEPTACLE MOUNTING PLATE AT 15-FT ABOVE BASE ON SAME SIDE AS HANDHOLE, SEE DETAIL FOR SINGLE STREETLIGHT ARM WITH FESTOON OUTLET AND SINGLE BANNER POLE, ELONGATED BASE MOUNTING HOLES TO FIT 1.25 INCH ANCHOR BOLTS, INCLUDE F1554 GRADE 55 STRAIGHT ANCHOR BOLTS, AND ALL HARDWARE EXCEPT ANCHOR BOLT COVERS	\$ 6,535.25	\$ 39,211.50		\$ -		\$ -		\$ -
1	ea	POLE, SIGNAL, 20-FT, GALVANIZED WITH BLACK SEMI-GLOSS FINISH, ROUND TAPERED STEEL, MIN 7-GAUGE WALL THICKNESS, 25-FT MONOTUBE TRAFFIC SIGNAL ARM WITH A 3-FT RISE MOUNTED AT 18-FT ABOVE BASE (SEE DETAIL), REMOVABLE METAL TOP CAP, AASHTO 2013 COMPLIANCE, 16-INCH BOLT CIRCLE, ELONGATED BASE MOUNTING HOLES TO FIT 1.5 INCH ANCHOR BOLTS, INCLUDE F1554 GRADE 55 STRAIGHT ANCHOR BOLTS, AND ALL HARDWARE EXCEPT ANCHOR BOLT COVERS	\$ 9,369.65	\$ 9,369.65		\$ -		\$ -		\$ -
2	ea	POLE, SIGNAL, 20-FT, GALVANIZED WITH BLACK SEMI-GLOSS FINISH, ROUND TAPERED STEEL, MIN 7-GAUGE WALL THICKNESS, 35-FT MONOTUBE TRAFFIC SIGNAL ARM WITH A 3-FT RISE MOUNTED AT 18-FT ABOVE BASE (SEE DETAIL), REMOVABLE METAL TOP CAP, AASHTO 2013 COMPLIANCE, 16-INCH BOLT CIRCLE, INCLUDE 1.5 INCH DIAMETER F1554 GRADE 55 STRAIGHT ANCHOR BOLTS, AND ALL HARDWARE EXCEPT ANCHOR BOLT COVERS	\$ 13,117.51	\$ 26,235.02		\$ -		\$ -		\$ -
2	ea	POLE, SIGNAL, 30-FT, GALVANIZED WITH SEMI-GLOSS BLACK FINISH, ROUND TAPERED STEEL, MIN 7-GAUGE WALL THICKNESS, 25-FT MONOTUBE TRAFFIC SIGNAL ARM WITH A 3-FT RISE MOUNTED AT 18-FT ABOVE BASE (SEE DETAIL), REMOVABLE METAL TOP CAP, 10-FT LUMINAIRE/CAMERA ARM WITH A 2-FT RISE MOUNTED TO FLANGE NEAR TOP OF POLE, AASHTO 2013 COMPLIANCE, 16-INCH BOLT CIRCLE, ELONGATED BASE MOUNTING HOLES TO FIT 1.5 INCH ANCHOR BOLTS, INCLUDE F1554 GRADE 55 STRAIGHT ANCHOR BOLTS, AND ALL HARDWARE EXCEPT ANCHOR BOLT COVERS	\$ 11,587.10	\$ 23,174.20		\$ -		\$ -		\$ -
2	ea	POLE, SIGNAL, 30-FT, GALVANIZED WITH SEMI-GLOSS BLACK FINISH, ROUND TAPERED STEEL, MIN 7-GAUGE WALL THICKNESS, 35-FT MONOTUBE TRAFFIC SIGNAL ARM WITH A 3-FT RISE MOUNTED AT 18-FT ABOVE BASE (SEE DETAIL), REMOVABLE METAL TOP CAP, 10-FT LUMINAIRE/CAMERA ARM WITH A 2-FT RISE MOUNTED TO FLANGE NEAR TOP OF POLE, AASHTO 2013 COMPLIANCE, 16-IN BOLT CIRCLE, ELONGATED BASE MOUNTING HOLES TO FIT 1.5 INCH ANCHOR BOLTS, INCLUDE F1554 GRADE 55 STRAIGHT ANCHOR BOLTS, AND ALL HARDWARE EXCEPT ANCHOR BOLT COVERS	\$ 16,221.88	\$ 32,443.76		\$ -		\$ -		\$ -

Dept: DPW			VENDOR #1		VENDOR #2		VENDOR #3		VENDOR #4	
Planholders: (12) Vendors			CC: 28000, 28500, 55000, 83200		General Traffic Equipment Corp.		Traffic Parts Inc.		Traffic Control Corp.	
Issued: 03/30/2023			Due: 04/13/2023		Brown Deer, WI		Newburgh, NY		Conroe, TX	
Oak Park Heights, MN										
QTY	UNIT	DESCRIPTION	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE
1	ea	POLE, SIGNAL, 20-FT, GALVANIZED WITH SEMI-GLOSS BLACK FINISH, ROUND TAPERED STEEL, MIN 7-GAUGE WALL THICKNESS, 40-FT MONOTUBE TRAFFIC SIGNAL ARM WITH A 3-FT RISE MOUNTED AT 18-FT ABOVE BASE (SEE DETAIL), REMOVABLE METAL TOP CAP, AASHTO 2013 COMPLIANCE, 20-IN BOLT CIRCLE, INCLUDE 1.75 INCH DIAMETER F1554 GRADE 55 STRAIGHT ANCHOR BOLTS, AND ALL HARDWARE EXCEPT ANCHOR BOLT COVERS	\$ 14,991.44	\$ 14,991.44		\$ -		\$ -		\$ -
2	ea	POLE, SIGNAL, 30-FT, GALVANIZED WITH SEMI-GLOSS BLACK FINISH, ROUND TAPERED STEEL, MIN 7-GAUGE WALL THICKNESS, 40-FT MONOTUBE TRAFFIC SIGNAL ARM WITH A 3-FT RISE MOUNTED AT 18-FT ABOVE BASE (SEE DETAIL), REMOVABLE METAL TOP CAP, 10-FT LUMINAIRE/CAMERA ARM WITH A 2-FT RISE MOUNTED TO BUTT-PLATE NEAR TOP OF POLE, AASHTO 2013 COMPLIANCE, 20-IN BOLT CIRCLE, ELONGATED BASE MOUNTING HOLES TO FIT 1.75 INCH ANCHOR BOLTS, INCLUDE F1554 GRADE 55 STRAIGHT ANCHOR BOLTS, AND ALL HARDWARE EXCEPT ANCHOR BOLT COVERS	\$ 18,539.77	\$ 37,079.54		\$ -		\$ -		\$ -
2	ea	POLE, SIGNAL, 30-FT, GALVANIZED WITH SEMI-GLOSS BLACK FINISH, ROUND TAPERED STEEL, MIN 7-GAUGE WALL THICKNESS, 45-FT MONOTUBE TRAFFIC SIGNAL ARM WITH A 3-FT RISE MOUNTED AT 18-FT ABOVE BASE (SEE DETAIL), REMOVABLE METAL TOP CAP, 10-FT LUMINAIRE/CAMERA ARM WITH A 2-FT RISE MOUNTED TO BUTT-PLATE NEAR TOP OF POLE, AASHTO 2013 COMPLIANCE, 20-IN BOLT CIRCLE, ELONGATED BASE MOUNTING HOLES TO FIT 1.75 INCH ANCHOR BOLTS, INCLUDE F1554 GRADE 55 STRAIGHT ANCHOR BOLTS, AND ALL HARDWARE EXCEPT ANCHOR BOLT COVERS	\$ 20,856.75	\$ 41,713.50		\$ -		\$ -		\$ -
2	ea	POLE, SIGNAL, 30-FT, GALVANIZED WITH SEMI-GLOSS BLACK FINISH, ROUND TAPERED STEEL, MIN 7-GAUGE WALL THICKNESS, 30-FT MONOTUBE TRAFFIC SIGNAL ARM WITH A 3-FT RISE MOUNTED AT 18-FT ABOVE BASE (SEE ATTACHED DETAIL), REMOVABLE METAL TOP CAP, 10-FT LUMINAIRE/CAMERA ARM WITH A 2-FT RISE MOUNTED TO BUTT-PLATE NEAR TOP OF POLE, AASHTO 2013 COMPLIANCE, 16.5-INCH BOLT CIRCLE, ELONGATED BASE MOUNTING HOLES TO FIT 1.5 INCH ANCHOR BOLTS, INCLUDE F1554 GRADE 55 STRAIGHT ANCHOR BOLTS, AND ALL HARDWARE EXCEPT ANCHOR BOLT COVERS	\$ 14,904.50	\$ 29,809.00		\$ -		\$ -		\$ -
TOTAL BID SUBMITTED:				\$ 726,259.81		\$ 126,339.00		\$ 201,190.20		\$ 37,545.00
AWARD SUBTOTAL				\$ 664,056.56				\$ 53,056.50		\$ 37,545.00
PROJECT TOTAL:				\$ 754,658.06						
LEAD TIME:			6-28 weeks		30 days		90-120 days		6-8 weeks	
PAYMENT TERMS: NET 30			-		-		-		-	
EARLY PAYMENT DISCOUNT:			-		-		-		-	
COMPANY ACCEPTS P-CARD PAYMENTS:			-		-		-		-	
BID COMPLIANT:			Yes		Yes		Yes		Yes	

Recommendation: Award to the lowest responsive, responsible vendor(s) TAPCO in the amount of \$664,056.56, Traffic Parts Inc. in the amount of \$53,056.50 and Traffic Control Corporation in the amount of \$37,545.00



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

MEETING DATE

May 31, 2023

PREPARED BY

AGENDA ITEM # E.8

Consideration with possible action on request by Department of Public Works to approve Residential Green Stormwater Infrastructure Revolving Loan Fund Program.

BACKGROUND

Municipalities across the U.S. are increasingly integrating GSI into their stormwater management programs to improve water quality and achieve regulatory compliance. In addition to proven water quality benefits, GSI can provide many important co-benefits to communities, including beautifying neighborhoods, reducing localized flooding, providing shade, promoting groundwater recharge, and/or reducing costs associated with traditional “gray” infrastructure stormwater management solutions, among others.

Over the last decade, most municipalities have focused GSI investments on projects within the public right-of-way (ROW) and/or on other publicly owned property. However, as stormwater programs continue to evolve, more and more utilities are looking to increase the adoption of GSI on private lands, which typically constitute a relatively large portion of impervious area in urban and semi-urban settings. Implementing GSI on private property, along with implementing projects in the public ROW, can be a cost-effective way to meet water quality goals. In addition, engaging private property owners in GSI implementation can provide important educational benefits for the City’s stormwater program.

RECOMMENDATION

To approve the implementation of the revolving loan fund in accordance with the *GSIRLF Procedures Manual*.

FISCAL IMPACT

Stormwater Utility funds will be used for eligible GSI projects on residential properties located within the City of Green Bay municipal boundaries. The initial capitalization of this revolving loan fund is set at \$750,000. As loans are repaid, funds become available for new loans with the goal of operating this loan program in perpetuity.

ATTACHMENTS

- I. GSIRLF_packet

PROCEDURES MANUAL

RESIDENTIAL GREEN STORMWATER INFRASTRUCTURE REVOLVING LOAN FUND PROGRAM



CITY OF GREEN BAY

**May 2023
Green Bay, Wisconsin
Revision (-)**

REVISIONS

Rev (-) Initial Issue..... May 2023

1 - GENERAL PROVISIONS

Overview and Rational for Residential Green Stormwater Infrastructure (GSI) Revolving Loan Fund

Municipalities across the U.S. are increasingly integrating GSI into their stormwater management programs to improve water quality and achieve related regulatory obligations. In addition to proven water quality benefits, GSI can provide many important co-benefits to communities, including beautifying neighborhoods, reducing localized flooding, providing shade, promoting groundwater recharge, and/or reducing costs associated with traditional “gray” infrastructure stormwater management solutions, among others.

Over the last decade, most municipalities have focused GSI investments on projects within the public right-of-way (ROW) and/or on other publicly owned property. However, as stormwater programs continue to evolve, more and more utilities are looking to increase the adoption of GSI on private lands, which typically constitute a relatively large portion of impervious area in urban and semi-urban settings. Implementing GSI on private property can be an easier and more cost-effective way to meet water quality goals compared to implementing projects in the public ROW. In addition, engaging private property owners in GSI implementation can provide important educational benefits for local stormwater programs.

Introduction

City of Green Bay Stormwater Utility funds will be used for eligible GSI projects on residential properties located within the City of Green Bay municipal boundaries. The initial capitalization of this revolving loan fund was set at \$750,000.

The Green Stormwater Infrastructure Revolving Loan (GSIRLF) fund is hereby established to provide low-interest loans to owners of residential properties. The GSIRLF is a true revolving loan fund—as loans are repaid, funds become available for new loans with the goal of operating this loan program in perpetuity. The City of Green Bay Public Works Department. (DPW) will administer the GSIRLF in accordance with this Procedures Manual.

Program Purpose

The purpose is to provide a source of capital for GSI implementation and operations on residential property across the City of Green Bay. RLFs can be leveraged to advance GSI practices in projects by incorporating criteria for water-quality improvements and surface runoff reductions. Applying GSI strategies that incorporate environmental benefits as condition of project eligibility increase the public benefit and provide resilient infrastructure to the city.

In establishing the GSIRLF, the City of Green Bay seeks to address two important problems in the City; 1) reduce localized flooding, and 2) reduce pollutants in

stormwater runoff.

Funding Amount

The loan amount under this revolving loan fund is \$10,000.

2 - ELIGIBILITY CONSIDERATIONS

Area

The GSIRLF program shall be used solely for residential properties within the corporate limits of the City of Green Bay.

Property

Only residential properties are eligible for the GSIRLF. On a case-by-case basis, multifamily properties shall be considered. DPW will provide guidance to property owners for obtaining a determination of eligibility. The property owner must be the loan applicant.

Eligible Work

Eligible work categories are as follows.

- 1) Driveways with approved permeable surfacing.
- 2) Sidewalks with approved permeable surfacing.
- 3) Raingardens designed and installed by a professional landscaping business.
- 4) Stormwater Planters

All work to be done on either homes or income-producing properties must obtain the appropriate City-issued permit and must comply with City of Green Bay municipal codes. All work is subject to review and approval by DPW staff before loan funds are disbursed.

Applicants

The applicant must own, in fee simple title, the property that is to be rehabilitated, or the applicant must be purchasing the property under a valid sales contract. Evidence of ownership of the property to be provided by a copy of the warranty deed, the sales contract, and any security instruments outstanding. Applicants must be current with their property taxes and in good standing with the City of Green Bay. Applicants shall not be disqualified based on age, race, religion, color, handicap, sex, sexual orientation, or national origin. Property owners that have received previous loans from the City of Green Bay may apply for new financing if their earlier loan was repaid, and the account was in good standing throughout the loan period.

Priorities

Highest priority will be given to projects which demonstrate infiltration of stormwater, reduce stormwater quantity into the City's storm sewer system, and/or improve water quality of stormwater runoff before entering the City's storm sewer system. The Stormwater Utility has final discretion in determining the highest priority projects when awarding GSIRLF loans.

3 - TERMS AND CONDITIONS

Terms

The maximum term of repayment shall be 10 years, payable in equal consecutive monthly installments. Each GSIRLF loan will bear a 2% interest rate.

Funding Amount

The loan amount under this revolving loan fund is \$10,000. Loans greater than \$10,000 shall be considered on a case-by-case basis.

Conditions

Within DPW, Stormwater Utility staff shall review and approve the design and quality of the proposed work. A complete GSIRLF application (see checklist) that details the proposed green stormwater infrastructure, complete with drawings and photographs relevant to the work, must be provided to DPW. GSIRLF funds must be used to pay for the cost of materials and services necessary to carry out the work identified in the application submitted to DPW. GSIRLF money shall not be used to pay for expenses for work completed prior to loan approval. GSIRLF money shall not be used to reimburse the owner for materials purchased prior to loan approval. Borrowers shall not be paid for their own labor (no "sweat equity").

For work that requires a City of Green Bay permit, a permit must be obtained prior to disbursement of any GSIRLF funds. The borrower shall permit inspection of the property by City of Green Bay employees for compliance with all City codes and ordinances pertaining to property maintenance and safety standards. The borrower shall permit inspection of the property by DPW and/or its employees, agents, and representatives.

The borrower shall keep records of payments, invoices, and receipts in connection with the GSI work. Copies of payments to contractors and/or suppliers shall be submitted to DPW at the time of project completion.

The GSI work must be completed in six months from the time the loan application is initially approved. A written extension request should be submitted to DPW. Extensions shall not exceed six additional months.

Subordination

The City of Green Bay will not subordinate, unless authorized by the I&S Committee and approved by Common Council.

Collateral

The loan will be evidenced by a Mortgage. The Mortgage is not transferable by the borrower. If the borrower sells or otherwise disposes of title to subject property, the full amount of the unpaid balance shall be due and payable upon closing of the sale. The loan will be secured by the real property for which the proceeds will be used. The borrower and any other owner of the real property shall execute and deliver, in proper form for recording, a security deed in form and content satisfactory to DPW. The owner(s) shall pay the cost of recording the security deed and all intangible taxes. Personal and/or corporate guarantees are required on all loans.

4 - APPLICATION PROCEDURE

Preliminary Meeting

Prior to submission of an application, the potential applicant shall meet with Stormwater Utility staff from Public Works to discuss the proposed project. The purpose of this meeting is to determine whether the proposed project will be eligible for the GSIRLF and to ensure that the proposed work will be in accordance with program guidance. City staff will provide advice with the goal of guiding the property owner towards a final proposal that will satisfy the requirements of the GSIRLF program.

Application Format

Applicants shall submit a loan application consisting of the following supporting documents (see Application Checklist) :

- A complete GSIRLF Application Form.
- A complete W9 form.
- Credit Check Authorization Form
- Most recent monthly mortgage statement.
- Evidence of property ownership or a sales contract.
- Site Plan of the lot (Please indicate direction of north, dimensions, structures, etc.)
- Sketches, drawings, &/or engineering designs of the proposed GSI project(s).
- Photos of the existing lot conditions where the proposed GSI will be located.
- Specifications (materials) for the project.
- Phased development plan for the project (if proposed in phases)
- Cost estimates for the proposed work.
- Other (please explain):

For loan applications involving properties within a historic district, a completed application for a [Certificate of Appropriateness](#) (COA) must be attached. More information about a COA is available through [Community & Economic Development](#)

Application Submittal

The completed application form and supporting documents must be emailed in PDF format to GreenBayPublicWorks@greenbaywi.gov; type **GSI Revolving Loan Application** in the subject line.

Acceptance of applications shall be subject to the availability of GSIRLF dollars.

Staff Review

Stormwater Utility staff members shall review the application for completeness and verify that the proposed project meets the standards and eligibility requirements set forth in this procedure manual. If the application is incomplete, staff will contact the applicant and list the deficiencies. The review process will not continue until the application passes the preliminary review. Staff will analyze the complete application and prepare a recommendation for the Improvement & Services (I & S) Committee.

I & S Review

The I & S Committee will formally review the application at committee meetings. The applicant may be asked to attend if more information is necessary.

Notice of Award / Denial

If the application is approved, the applicant will be sent a notice of award letter. The notice of award will have a schedule of when loan documents should be complete and a suggested loan closure date. If the application is not approved, the applicant will be sent a letter of denial stating the reason for denial. Denial could be based on but is not limited to the following: Nonconformance with standards and specifications set forth in Secs.16-76--16-86, Sec. 24-84, applicable Wisconsin DNR Technical Standards, equity, loan balance, credit, etc.

Appeal of Denial

An appeal to dispute the denial of an application can be heard at an I & S meeting. A written request of this appeal must be submitted to: City Hall, 100 N Jefferson St., Room 300, Green Bay, WI 54301, Attn: DPW Utility Manager.

5 - DISTRIBUTION OF FUNDS & REPAYMENT

Loan Agreement

Prior to the city's distribution of GSIRLF funds, all appropriate documents such as a mortgage note and borrower certification, repayment schedule, security instruments, personal guarantee, and any others deemed appropriate shall be prepared and executed.

Disbursement of Loan Funds

Funds will be disbursed once the Common Council approval is received, all applicable City Permits are issued, the project(s) is completed, and material receipts &/or contractor invoices have been submitted to DPW. Inspections by applicable City Staff, will be done as needed throughout the project, and at the completion of the project. Staff reserves the right to stop work on any projects that are not in keeping with the Common Council's approval or violate any permits issued.

Repayment

The maximum term of repayment shall be 120 months, payable in equal consecutive monthly installments. These monthly payments must be paid on or before the first (1st) day of each month until the full amount of the loan is paid. Payments will begin on the first (1st) day of the month following the date of the note. Should the borrower fail to make the monthly payments on or before the tenth (10th) day of each month, the note shall be in default. A late fee of \$50 will be charged per day until the monthly payment is made. The City of Green Bay may also declare the unpaid principal balance immediately due and payable and will have such other rights and remedies as may be available according to the laws of the State of Wisconsin. There is no penalty for pre-payment of the loan. Any NSF checks will incur a \$30 fee and the payment will be considered unpaid. After the second occurrence of a NSF check, the borrower will not be allowed to submit payment via personal check.

6 – INTERNAL PROCEDURES

At the time an applicant applies for a loan, a file folder will be created and maintained in a central records area. All documents and necessary paperwork concerning the applicant will be filed in this folder. Additional specific duties of staff are as follows:

- Maintaining a control log of loan numbers.
- Marketing the program.
- Meet with applicants to discuss proposed project prior submission of an application.
- Complete and prepare all necessary documents prior to the actual loan closing.
- Upon finalization of a loan, audit file to ensure all appropriate paperwork is current and up to date.

- After finalization of a loan, create a statement of account which reflects the amount of loan closed, all payment requests (final amount of note), and all payments made by applicant on the account.
- Conduct an annual verification of continuing ownership of each property.
- Conduct an annual review of overall program performance.

7 – MISCELLANEOUS

In the event of a disagreement as to the exact meaning or intent of any work, term, phrase, interpretation, or sentence used in the context of these guidelines, the interpretation of the City of Green Bay and its staff shall be final. Any attempt to circumvent the provisions of the guidelines contained herein will automatically disqualify a loan applicant if a loan has not already been made. In such cases where a closing has already taken place, the City of Green Bay may call the entire outstanding balance of the loan due and payable.

At project completion, all owners will receive a "certificate of participation", recognizing the GSI project(s) investment on their property.

With the permission of the homeowner, a sign will be placed on the front lawn of the property during construction. This sign will promote GSI efforts in the City, specifically the GSIRLF.

Staff will regularly report to the members of the I & S Committee, as well as the public, the achievements of the program.

Applicants who are denied (or don't qualify) may reapply to the program one year from the date of denial.

File Number: _____
Date Received: _____
Payment Received: _____
(For Office Use Only)

GREEN STORMWATER INFRASTRUCTURE REVOLVING LOAN FUND

Public Works Department
100 N. Jefferson Street, Room 300
Green Bay, WI 54301
920-448-3100



APPLICATION CHECKLIST

Prior to submitting a complete application, applicants are encouraged to schedule a meeting with stormwater utility staff to discuss the proposed project.

- ☐ Residential Green Stormwater Infrastructure (GSI) Revolving Loan Fund Application Form

Supporting Documents

- ☐ Most recent monthly mortgage statement.
- ☐ W9 form
- ☐ Credit Check Authorization Form
- ☐ Evidence of property ownership or a sales contract.
- ☐ Site Plan of the lot (Please indicate direction of north, dimensions, structures, etc.)
- ☐ Sketches, drawings, &/or engineering designs of the proposed GSI project(s).
- ☐ Photos of the existing lot conditions where the proposed GSI will be located.
- ☐ Specifications (materials) for the project.
- ☐ Phased development plan for the project (if proposed in phases)
- ☐ Cost estimates for all the proposed work.
- ☐ Other (please explain):
- ☐ For loan applications involving properties within a historic district, a completed application for a [Certificate of Appropriateness](#) (COA) must be attached. More information about a COA is available through [Community & Economic Development](#)

Submittal Instructions

Email a PDF of the completed *Application Form* and supporting documents to GreenBayPublicWorks@greenbaywi.gov; type **GSI Revolving Loan Application** in the subject line.

Applications will be evaluated on a case-by-case basis. Disbursement of revolving loan funds will be subject to the approval of any and all engineered design plans by the Public Works Department, compliance with City ordinances and orders, and final inspection and approval of any GSI projects. Loan fund shall be paid out on a **reimbursement** basis and will be subject to the approval and execution of a formal loan agreement.



**RESIDENTIAL GREEN STORMWATER INFRASTRUCTURE
REVOLVING LOAN FUND
APPLICATION FORM**

Applicant Name: _____

Please list names of all property owners as shown on deed or land contract:

Applicant Contact Home # _____

Applicant Contact Work # _____

Applicant Contact Cell # _____

Applicant Contact Email Address: _____

Property Address: _____

(Street Address)

(City)

(State)

(Zip)

Mailing Address (if different from Property address): _____

How many units are located at this address? _____

How long have you owned this property? _____

How long have you lived at this address? _____

Current Estimated Fair Market Value: \$ _____

This stated on your most recent property tax bill. If your property tax bill is sent to your mortgage holder, you may obtain this information by calling the City Assessor's Office at 448-3066.

What is your current monthly mortgage payment? _____

Please provide your most recent monthly mortgage statement.

Is your property tax payment escrowed with your mortgage payment? Yes ____ No ____

What is the total amount of your annual property tax payment? _____

What is your annual property insurance cost? _____

What is your average monthly utility cost? _____

Is there currently other debt against this property besides the mortgage, such as a lien, 2nd mortgage, home equity loan?

Yes ____ No ____

Please state below ALL the mortgages against the property and to whom it is owed.

Example: Conventional mortgage | 75,000 | XYZ Bank

Type of Loan	Amount Owed	Lender's Name
_____	_____	_____
_____	_____	_____
_____	_____	_____

Have you ever received a loan from a city or county agency to improve your property?

Yes ____ No ____

Project Description Provide a brief description of the project. Describe how the proposed work will reduce stormwater runoff from your property.

Loan Request

Amount:

Purpose: How do you intend to use the loan? (i.e. permeable driveway, professional landscaped raingarden, materials, plants, labor, etc.) Please use a separate line for each.

\$ _____	_____
\$ _____	_____
\$ _____	_____
\$ _____	_____
\$ _____	_____
	= TOTAL LOAN REQUEST

I (we) hereby apply for a loan in the amount of \$10,000 for the purpose of improving the residential property located at the "Property Address" identified above.

I (we) certify that:

1. All information submitted in the loan application and supporting documents for this loan is accurate, true, and correct and the use of loan proceeds shall be as set forth in said loan application and support documents.
2. All required supporting documents are attached to this application (see GSIRLF Application Checklist).
4. I (we) understand that loan decisions shall be based on a recommendation of the loan committee and approval by the Improvement & Services Committee.
6. I (we) understand, that if my loan application is approved, a loan check shall be issued upon completion of the proposed work and all project invoices/receipts; updated Homeowners Insurance Policy, and copies of permits have been submitted to the Public Works Department.

_____ (Signature of Applicant)	_____ (Date)
-----------------------------------	-----------------

_____ (Signature of Applicant)	_____ (Date)
-----------------------------------	-----------------

Date received: _____ **Staff:** _____



Public Works Department
100 North Jefferson Street - Room 300
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Administration | Engineering | Traffic 920.448.3100
Operations 920.448.3535
Parking 920.448.3431
Fax 920.448.3102

DATE

NAME
ADDRESS
CITY, STATE ZIP

Dear NAME:

Congratulations, you will be receiving a Green Stormwater Infrastructure Revolving Loan on DATE. The City of Green Bay should be listed as a mortgage holder on your homeowner's insurance policy. After you have notified your insurance company of this request, please forward a copy of the revised homeowner policy and copies of any required permits to our office at the address listed below.

Public Works Department, Attn: GSIRLF
100 North Jefferson Street, Room 300
Green Bay, WI 54301

Your loan check will be issued after these documents have been received. If you have any questions, please contact me at (920) 448-3040 or at the address shown above.

Sincerely,

Melissa M. Schmitz, CEM, LEED GA
Resiliency Coordinator

cc: Utility Manager

State Bar of Wisconsin Form 21-2003
MORTGAGE

Document Number

Document Name

("Mortgagor," whether one or more) mortgages to Stormwater Utility of the City of Green Bay

,
its successors or assigns ("Mortgagee," whether one or more), to secure
payment of \$10,000 evidenced by a note or notes, or other obligation
("Obligation") dated _____,
executed by,

to Mortgagee, and any extensions, renewals and modifications of the Obligation
and refinancings of any such indebtedness on any terms whatsoever (including
increases in interest) and the payment of all other sums, with interest, advanced
to protect the Property and the security of this Mortgage, and all other amounts
paid by Mortgagee hereunder, the following property, together with all rights
and interests appurtenant thereto in law or equity, all rents, issue and profits
arising therefrom, including insurance proceeds and condemnation awards, all
structures, improvements and fixtures located thereon, in Brown
County, State of Wisconsin ("Property"):

1. **MORTGAGOR'S COVENANTS.**

a. **COVENANT OF TITLE.** Mortgagor warrants title to the Property, except restrictions and
easements of record, if any, and further excepting:

b. **FIXTURES.** Any property which has been affixed to the Property and is used in connection with it is
intended to become a fixture. Mortgagor waives any right to remove such fixture from the Property which is subject
to this Mortgage.

c. **TAXES.** Mortgagor promises to pay when due all taxes and assessments levied on the Property or
upon Mortgagee's interest in it and to deliver to Mortgagee on demand receipts showing such payment.

d. **INSURANCE.** Mortgagor shall keep the improvements on the Property insured against loss or damage
occasioned by fire, extended coverage perils and such other hazards as Mortgagee may require, without co-insurance,
through insurers approved by Mortgagee, in the amount of the full replacement value of the improvements on the
Property. Mortgagor shall pay the insurance premiums when due. The policies shall contain the standard mortgage
clause in favor of Mortgagee, and evidence of all policies covering the Property shall be provided to Mortgagee.
Mortgagor shall promptly give notice of loss to insurance companies and Mortgagee. Unless Mortgagor and Mortgagee

Recording Area

Name and Return Address

Parcel Identification Number (PIN)

This _____ homestead property.
(is) (is not)

This _____ a purchase money mortgage.
(is) (is not)

otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided Mortgagee deems the restoration or repair to be economically feasible.

e. **OTHER COVENANTS.** Mortgagor covenants not to commit waste nor suffer waste to be committed on the Property, to keep the Property in good condition and repair, to keep the Property free from future liens superior to the lien of this Mortgage and to comply with all laws, ordinances and regulations affecting the Property. Mortgagor shall pay when due all indebtedness which may be or become secured at any time by a mortgage or other lien on the Property superior to this Mortgage and any failure to do so shall constitute a default under this Mortgage.

2. **DEFAULT AND REMEDIES.** Mortgagor agrees that time is of the essence with respect to payment of principal and interest when due, and in the performance of the terms, conditions and covenants contained herein or in the Obligation secured hereby. In the event of default, Mortgagee may, at its option, declare the whole amount of the unpaid principal and accrued interest due and payable, and collect it in a suit at law or by foreclosure of this Mortgage or by the exercise of any other remedy available at law or equity. If this Mortgage is subordinate to a superior mortgage lien, a default under the superior mortgage lien constitutes a default under this Mortgage.

3. **NOTICE.** Unless otherwise provided in the Obligation secured by this Mortgage, prior to any acceleration (other than under paragraph 9, below) Mortgagee shall mail notice to Mortgagor specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than 15 days from the date the notice is mailed to Mortgagor by which date the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration.

4. **EXPENSES AND ATTORNEY FEES.** In case of default, whether abated or not, all costs and expenses, including, but not limited to, reasonable attorney fees, to the extent not prohibited by law shall be added to the principal, become due as incurred, and in the event of foreclosure be included in the judgment.

5. **FORECLOSURE WITHOUT DEFICIENCY.** Mortgagor agrees to the provisions of Sections 846.101 and 846.103, Wis. Stats., as may apply to the Property and as may be amended, permitting Mortgagee in the event of foreclosure to waive the right to judgment for deficiency and hold the foreclosure sale within the time provided in such applicable Section.

6. **RECEIVER.** Upon default or during the pendency of any action to foreclose this Mortgage, Mortgagor consents to the appointment of a receiver of the Property, including homestead interest, to collect the rents, issues and profits of the Property during the pendency of such an action, and such rents, issues and profits when so collected shall be held and applied as the court shall direct.

7. **WAIVER.** Mortgagee may waive any default without waiving any other subsequent or prior default by Mortgagor.

8. **MORTGAGEE MAY CURE DEFAULTS.** In the event of any default by Mortgagor of any kind under this Mortgage or any Obligation secured by this Mortgage, Mortgagee may cure the default and all sums paid by Mortgagee for such purpose shall immediately be repaid by Mortgagor with interest at the rate then in effect under the Obligation secured by this Mortgage and shall constitute a lien upon the Property.

9. **CONSENT REQUIRED FOR TRANSFER.** Mortgagor shall not transfer, sell or convey any legal or equitable interest in the Property (by deed, land contract, option, long-term lease or in any other way) without the prior written consent of Mortgagee, unless either the indebtedness secured by this Mortgage is first paid in full or the interest conveyed is a mortgage or other security interest in the Property, subordinate to the lien of this Mortgage. The entire indebtedness under the Obligation secured by this Mortgage shall become due and payable in full at the option of Mortgagee without notice, which notice is hereby waived, upon any transfer, sale or conveyance made in violation of this paragraph. A violation of the provisions of this paragraph will be considered a default under the terms of this Mortgage and the Obligation it secures.

10. **ASSIGNMENT OF RENTS.** Mortgagor hereby transfers and assigns absolutely to Mortgagee, as additional security, all rents, issues and profits which become or remain due (under any form of agreement for use or occupancy of the Property or any portion thereof), or which were previously collected and remain subject to Mortgagor's control following any default under this Mortgage or the Obligation secured hereby and delivery of notice of exercise of this assignment by Mortgagee to the tenant or other user(s) of the Property in accordance with the provisions of Section 708.11, Wis. Stats., as may be amended. This assignment shall be enforceable with or without appointment of a receiver and regardless of Mortgagee's lack of possession of the Property.

11. **ENVIRONMENTAL PROVISION.** Mortgagor represents, warrants and covenants to Mortgagee that (a) during the period of Mortgagor's ownership or use of the Property no substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"); (b) Mortgagor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner of or person using the Property; (c) without limiting the generality of the foregoing, Mortgagor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components ("PCBs") or underground storage tanks; (d) there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claims relating to any Hazardous Substance; (e) Mortgagor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance; and (f) Mortgagor in the past has been, at the present is and in the future will remain in compliance with all Environmental Laws. Mortgagor shall indemnify and hold harmless Mortgagee from all loss, cost (including reasonable attorney fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (ii) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, or (iii) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Mortgagor shall immediately notify Mortgagee in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property.

12. **SECURITY INTEREST ON FIXTURES.** To further secure the payment and performance of the Obligation, Mortgagor hereby grants to Mortgagee a security interest in:

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

- ☐ A. All fixtures and personal property located on or related to the operations of the Property whether now owned or hereafter acquired.
- ☐ B. All property listed on the attached schedule.

This Mortgage shall constitute a security agreement within the meaning of the Uniform Commercial Code with respect to those parts of the Property indicated above. This Mortgage constitutes a fixture filing and financing statement as those terms are used in the Uniform Commercial Code. This Mortgage is to be filed and recorded in the real estate records of the county in which the Property is located, and the following information is included: (1) Mortgagor shall be deemed the "debtor"; (2) Mortgagee shall be deemed to be the "secured party" and shall have all of the rights of a secured party under the Uniform Commercial Code; (3) this Mortgage covers goods which are or are to become fixtures; (4) the name of the record owner of the land is the debtor; (5) the legal name and address of the debtor are _____;

(6) the state of organization and the organizational identification number of the debtor (if applicable) are _____;

(7) the address of the secured party is _____.

13. **SINGULAR; PLURAL.** As used herein, the singular shall include the plural and any gender shall include all genders.

14. **JOINT AND SEVERAL/LIMITATION ON PERSONAL LIABILITY.** The covenants of this Mortgage set forth herein shall be deemed joint and several among Mortgagors, if more than one. Unless a Mortgagor is obligated on the Obligation secured by this Mortgage, Mortgagor shall not be liable for any breach of covenants contained in this Mortgage.

15. **INVALIDITY.** In the event any provision or portion of this instrument is held to be invalid or unenforceable, this shall not impair or preclude the enforcement of the remainder of the instrument.

16. **MARITAL PROPERTY STATEMENT.** Any individual Mortgagor who is married represents that the obligation evidenced by this instrument was incurred in the interest of Mortgagor's marriage or family.

Dated _____.

_____(SEAL)_____	_____(SEAL)_____
* _____	* _____
_____(SEAL)_____	_____(SEAL)_____
* _____	* _____

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) _____
authenticated on _____.

STATE OF WISCONSIN)
) ss.
_____ COUNTY)

* _____
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

Personally came before me on _____,
the above-named _____
to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.

THIS INSTRUMENT DRAFTED BY:

_____	* _____
_____	Notary Public, State of Wisconsin
_____	My Commission (is permanent) (expires: _____)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.
MORTGAGE STATE BAR OF WISCONSIN FORM NO. 21-2003

* Type name below signatures.

PERSONAL GUARANTEE OF SPECIFIC TRANSACTION

1. **GUARANTEE.** For value received, and to induce the Stormwater Utility of the City of Green Bay (Lender) to extend credit to **NAME**, the undersigned, hereinafter "Debtor," guarantees payment or promises to pay or to cause to be paid to Lender, when due or to the extent not prohibited by law at the time Debtor becomes a subject of bankruptcy or other insolvency proceedings, the Note or Agreement payable to Lender dated **DATE** executed by the Debtor in the principal amount of **Ten Thousand** and 00/100 Dollars (**\$10,000.00**) including interest charges and fees provided for in the Promissory Note, Loan Agreement and any other agreement related to this loan and also including the amount of any payments to Lender or other on behalf of the Debtor which are recovered by Lender by a trustee, receiver, creditor, or other party pursuant to applicable state law (the obligations) and to the extent not prohibited by law, this guarantee or any collateral securing an obligation. Debtor shall be responsible for the full amount of the debt, although not more than the debt, plus accrued interest may be collected. To the extent not prohibited by law, this guarantee is valid and enforceable against the undersigned, even though any obligation is invalid and unenforceable against the Debtor.

2. **REPRESENTATIONS.** The undersigned acknowledges and agrees that Lender has not made any representations or warranties with respect to, does not assume any responsibility to the undersigned for, and had no duty to provide information to the undersigned regarding the collectability or enforceability of any of the obligations or the financial condition of any debtor. The undersigned has independently determined the collectability and enforceability of the obligations and, until the obligations are paid in full, will independently and without reliance on Lender, continue to make such determinations.

3. **PERSONS BOUND.** This guarantee benefits the Lender, its successors and assigns, and binds the undersigned, their respective heirs, personal representatives and assigns.

Dated at Green Bay, Wisconsin, this **##** day of **MONTH, YEAR.**

By: _____

By: _____

Subscribed and sworn to before me
this **DATE**.

Notary Public, Brown County, Wisconsin
My commission expires ____/____/____.



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

MEETING DATE

May 31, 2023

PREPARED BY

AGENDA ITEM # E.9

Consideration with possible action on request by Department of Public Works to approve the City of Green Bay's electronic Compliance Maintenance Annual Report (eCMAR) and resolution for submittal to the Wisconsin Department of Natural Resources (WDNR) by the Director of Public Works.

BACKGROUND

Each year the City is required to submit an annual report, known as the electronic Compliance Maintenance Annual Report (eCMAR), to Wisconsin Department of Natural Resources for the City's sanitary sewer collection system. A resolution is required for Council approval the report prior to submittal to WDNR by the Public Works Director. The City has received a favorable "A" rating for its management of City's sanitary sewer collection system based on the information provided by the City within the report.

RECOMMENDATION

To adopt the Resolution approving the WDNR Compliance Maintenance Annual Report, authorize the Mayor and City Clerk to execute the resolution, and allow the Director of Public Works to forward these documents to WDNR. These actions are necessary to maintain compliance with the requirements of ch. NR 208, Wis. Adm. Code. The annual report submittal deadline is June 30, 2023.

FISCAL IMPACT

No additional impacts are associated with this annual report. The City will continue to operate, manage and maintain the sanitary sewer collection system within the Sanitary Sewer Utility budget.

ATTACHMENTS

1. 2022-eCMAR summary memo
2. DRAFT - 2022 eCMAR submittal
3. 2022 CMAR Resolution-06-06-2023 WDNR



Public Works Department
100 North Jefferson Street - Room 300
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Administration | Engineering | Traffic 920.448.3100
Operations 920.448.3535
Parking 920.448.3431
Fax 920.448.3102

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

FROM: Valerie Joosten – Utility Manager

DATE: May 24, 2023

RE: Compliance Maintenance Annual Report Summary

CC: James Brunette – Assistant Director of Public Works

The Compliance Maintenance Annual Report (eCMAR) has been completed for submittal to the Wisconsin Department of Natural Resources (WDNR). The report documents the compliance status of the City's sanitary sewer collection system for 2022.

The City of Green Bay's eCMAR consists of two sections, Financial Management and the Sanitary Sewer Collection Systems.

The Financial Management section of the report addresses whether the City has sufficient revenue to cover operational and maintenance expenses and ensures that the City is planning for capital projects and expenses, related to the City's sanitary sewer collection system. The report collects data related to energy efficiency and usage of the collection pumping systems. In 2022, the City received an "A" rating for the Financial Management section.

The Sanitary Sewer Collection System section of the report addresses the various components of the City's CMOM (Capacity, Management, Operations & Maintenance) program and addresses the City's performance related to the maintenance, management and operation of the City's sanitary sewer collection system. The City receive an "A" rating in 2022 for the Sanitary Sewer Collection System section of the report.

As indicated in the report, the City has the necessary systems in place to effectively operate, manage and maintain the sanitary sewer collection system. The City will continue to review and make improvements to its CMOM and set goals to continue to improve the operation, management and maintenance of the system.

A summary of the City's performance since 2006 is provided in the following table.

City of Green Bay – eCMAR Rating and Data Summary

Year	Financial Rating	Sewer System Rating	Overall Rating	% System Cleaning	% System Televised	Total No. of Sewer Complaints	Back-ups from City Main	Sanitary Sewer Overflow (SSO)
2006	A	A	A	33.53 ¹	3.19	323	207	0
2007	A	A	A	30.6 ¹	3.2	332	249	0
2008	A	A	A	29.3 ¹	2.9	364	239	0
2009	A	C	C+	8.85	3.5	359	267	2
2010	A	A	A	11.37	2.4	317	238	0
2011	A	A	A	24.75	10.59	299	72	0
2012	A	A	A	19.5	9.7	281	57	0
2013	A	A	A	43	19.4	272	43	0
2014	A	A	A	31.2	34.9	321	25	0
2015	A	A	A	31.03	16.04	248	42	0
2016	A	A	A	38.06	16.44	178	13	0
2017	A	A	A	61.9	16.1	174	11	0
2018	A	A	A	71.6	25.9	214	6 ²	0
2019	A	A	A	58.1	25.0	182	7 ²	1
2020	A	A	A	55.4	19.6	192	6 ²	0
2021	A	A	A	40.94	21	160	12	0
2022	A	A	A	43.2	23.8	159	7	0

Notes: ¹ Double counting of footages

² Excludes complaints due to flooding, contractor damage, and water main breaks

Action Requested

The Public Works Department requests the Improvement & Service Committee and Common Council adopt the Resolution approving the WDNR Compliance Maintenance Annual Report, authorize the Mayor and City Clerk to execute the resolution, and allow the Director of Public Works to forward these documents to WDNR. These actions are necessary to maintain compliance with the requirements of ch. NR 208, Wis. Adm. Code. The submittal deadline for the annual report is June 30, 2023.

Compliance Maintenance Annual Report

Green Bay Sewage Collection System

Last Updated: Reporting For:
5/19/2023 2022

Financial Management

1. Provider of Financial Information

Name:

Valerie Joosten

Telephone:

(920) 448-3112

(XXX) XXX-XXXX

E-Mail Address
(optional):

Valerie.Joosten@greenbaywi.gov

2. Treatment Works Operating Revenues

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

● Yes (0 points) ☐

○ No (40 points)

If No, please explain:

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

2022

● 0-2 years ago (0 points) ☐

○ 3 or more years ago (20 points) ☐

○ N/A (private facility)

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

● Yes (0 points)

○ No (40 points)

0

REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]

3. Equipment Replacement Funds

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

Year:

2022

● 1-2 years ago (0 points) ☐

○ 3 or more years ago (20 points) ☐

○ N/A

If N/A, please explain:

3.2 Equipment Replacement Fund Activity

3.2.1 Ending Balance Reported on Last Year's CMAR

\$ 3,000,477.21

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

\$ 223,864.31

3.2.3 Adjusted January 1st Beginning Balance

\$ 2,776,612.90

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

\$ 466,405.00

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

\$ 169.50

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

\$ 3,242,848.40

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

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

No major equipment replacements repairs in 2022.

3.3 What amount should be in your Replacement Fund? \$ 3,242,848.40

0

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

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

● Yes

○ No

If No, please explain.

4. Future Planning

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

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

○ No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Country Club Road Reconstruction	\$1,055,000	2023
2	Elmore Street Reconstruction - N Chestnut to Gray	\$1,215,000	2025
3	Finger Road - Superior Road to Challenger Drive Reconstruction	\$295,000	2023
4	Howard Street - S. Ashland Avenue to Oakland Avenue Reconstruction	\$90,000	2023
5	School Place - S. Ashland Avenue to west cul-de-sac Reconstruction	\$260,000	2023
6	13th - W Mason to Howard Reconstruction	\$545,000	2026
7	13th - W Mason to 9th	\$840,000	2027
8	4th street - Broadway to S Maple Reconstruction	\$190,000	2024
9	Arndt - Broadway to Pearl	\$75,000	2023
10	Arndt - Pearl to East Termini	\$70,000	2023
11	Berner - N Irwin to N Webster	\$610,000	2023
12	Bridge St - Broadway to East Termini	\$160,000	2023
13	Cass Street - Madison to Monroe Reconstruction	\$115,000	2024
14	annual Sewer Repairs - Citywide	\$1,000,000	2023
15	Congress St - Madison to Monroe	\$115,000	2027
16	Division - Norwood to Northern Reconstruction	\$515,000	2026
17	Emilie Street - S Webster to Roosevelt	\$340,000	2027
18	Grove Street I&I/Siphon replacement	\$2,000,000	2023
19	Hinkle Street - Frontage Road to Hutson	\$495,000	2026
20	Hinkle - NR Frontage Road to W Mason Reconstruction	\$260,000	2025

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21	Infiltration and Inflow program	\$1,000,000	2023
22	Mather Street - Gray to Locust	\$1,300,000	2026
23	N Irwin - St Clair to N Termini	\$55,000	2023
24	Oakland - Howard to Seymour Ct	\$205,000	2023
25	Oxford - Dousman to Reed Reconstruction	\$175,000	2024
26	Pearl - Walnut to South Termini	\$350,000	2023
27	Reed - Oxford to Allard Reconstruction	\$105,000	2024
28	resurfacing Program	\$600,000	2023
29	Root Treatment	\$70,000	2023
30	S Maple - 9th to N Termini	\$280,000	2023
31	S Maple - Mather to Phoebe	\$215,000	2026
32	S Maple - Kellog to Mather	\$350,000	2025
33	S Roosevelt - Eliza to Grignon	\$300,000	2027
34	School Place - 13th to Oak	\$260,000	2023
35	Emergency Sewer Repairs - City wide	\$150,000	2023
36	Spring Street - Madison to Monroe Reconstruction	\$500,000	2024
37	Woodlawn - Shawano to Dousman	\$290,000	2024

5. Financial Management General Comments

None.

ENERGY EFFICIENCY AND USE

6. Collection System

6.1 Energy Usage

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

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations:

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	6,471	
February	5,887	
March	6,475	
April	8,080	
May	6,124	
June	3,664	2
July	2,835	
August	5,701	
September	4,182	
October	4,542	
November	5,238	
December	6,818	
Total	66,017	2
Average	5,501	2

6.1.2 Comments:

None.

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Green Bay Sewage Collection System

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5/19/2023

2022

6.2 Energy Related Processes and Equipment

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

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

6.2.2 Comments:

None.

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

☒ No

☐ Yes

Year:

By Whom:

Describe and Comment:

6.4 Future Energy Related Equipment

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

The City attempts to locate and reduce I&I through it's inspection and televising program and annual sewer maintenance. Lift station pumps are regularly maintained and replaced as needed. Lift station conditions will be evaluated in the future and this could include an energy evaluation.

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

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Green Bay Sewage Collection System

Last Updated: Reporting For:
5/19/2023 2022

Sanitary Sewer Collection Systems

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

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

- ☒ Yes
- ☐ No

If No, explain:

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

- ☒ Yes
- ☐ No (30 points)
- ☐ N/A

If No or N/A, explain:

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

- ☒ Goals [NR 210.23 (4)(a)]

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

1. Review, modify and continue implementation of the current CMOM.
2. Continue with the development of written operating procedures (SOPs).
3. Review and modify existing SOPs that during implementation and training need to be changed.
4. Continue to fill vacant Utility Section positions.
5. Continue to strive for zero (0) basement back-up complaints that originated from the City's sewer system.
6. Determine significant sources of Inflow & Infiltration (I&I)
7. Development of a City wide sewer system capacity model.
8. Work on obtaining American Public Works Association Accreditation in 2025.

Did you accomplish them?

- ☐ Yes
- ☒ No

If No, explain:

1. The CMOM completed a review of the CMOM plan in 2022; however, implementation of the plan is an ongoing task with continued review and modifications.
- 2 and 3. The Sewer Section completed an update of it's SOPs. Additional SOPs can be developed or updated for the engineering and administrative aspects of the Sanitary Sewer Utility.
4. The City experienced additional turnover and vacancies in 2022. A Utility Engineer was hired in 2022.
5. The City had a low number of back-ups in 2022 related to City's sewer mainline.
6. The City continued inspection and televising of the City's sanitary sewer. Projects were implemented to address needed repairs, including infiltration. The City also utilized Smart covers to monitor flows.
7. The City implemented a Fats, Oil and Grease program and NEW Water reported a significant increase in haulers servicing the Green Bay area.
8. Due to staffing limitations, the City did not complete a City wide sewer system capacity model.
9. APWA accreditation was planned for 2025.

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

Does this chapter of your CMOM include:

- ☒ Organizational structure and positions (eg. organizational chart and position descriptions)

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5/19/2023 **2022**

☒ Internal and external lines of communication responsibilities ☒ Person(s) responsible for reporting overflow events to the department and the public ☒ Legal Authority [NR 210.23 (4) (c)] What is the legally binding document that regulates the use of your sewer system? City Ordinance Chapter 42 - Utilities; Chapter 8 - Building and Construction (Plumbing) If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 2021-12-21 Does your sewer use ordinance or other legally binding document address the following: ☒ Private property inflow and infiltration ☒ New sewer and building sewer design, construction, installation, testing and inspection ☒ Rehabilitated sewer and lift station installation, testing and inspection ☒ Sewage flows satellite system and large private users are monitored and controlled, as necessary ☒ Fat, oil and grease control ☒ Enforcement procedures for sewer use non-compliance ☒ Operation and Maintenance [NR 210.23 (4) (d)] Does your operation and maintenance program and equipment include the following: ☒ Equipment and replacement part inventories ☒ Up-to-date sewer system map ☒ A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation ☒ A description of routine operation and maintenance activities (see question 2 below) ☐ Capacity assessment program ☒ Basement back assessment and correction ☒ Regular O&M training ☒ Design and Performance Provisions [NR 210.23 (4) (e)] ☐ ☐ What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property? ☒ State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements ☒ Construction, Inspection, and Testing ☐ Others: ☒ Overflow Emergency Response Plan [NR 210.23 (4) (f)] ☐ ☐ Does your emergency response capability include: ☒ Responsible personnel communication procedures ☒ Response order, timing and clean-up ☒ Public notification protocols ☒ Training ☐ Emergency operation protocols and implementation procedures ☒ Annual Self-Auditing of your CMOM Program [NR 210.23 (5)] ☐ ☐ ☐ Special Studies Last Year (check only those that apply): ☐ Infiltration/Inflow (I/I) Analysis ☐ Sewer System Evaluation Survey (SSES) ☐ Sewer Evaluation and Capacity Management Plan (SECAP) ☐ Lift Station Evaluation Report ☐ Others:	0
2. Operation and Maintenance	

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Green Bay Sewage Collection System

Last Updated: Reporting For:
5/19/2023 **2022**

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

Cleaning	43.2	% of system/year
Root removal	0.6	% of system/year
Flow monitoring	0	% of system/year
Smoke testing	1.3	% of system/year
Sewer line televising	23.8	% of system/year
Manhole inspections	20.3	% of system/year
Lift station O&M	2	# per L.S./year
Manhole rehabilitation	0.6	% of manholes rehabbed
Mainline rehabilitation	0.7	% of sewer lines rehabbed
Private sewer inspections	0	% of system/year
Private sewer I/I removal	0	% of private services
River or water crossings	22	% of pipe crossings evaluated or maintained

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

The City continuously monitors with SmartCovers, and at a minimum quarterly cleans a pair of inverted siphons that cross under the East River. All other river/waterway crossings are inspected or maintained on a rotating basis. The City conducts annual root treatment. The City also cuts roots encountered when televising, but that data was not included in the above percentages. The City plumbing inspectors routinely follow-up on private sewer system complaints.

3. Performance Indicators

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

33.56	Total actual amount of precipitation last year in inches
32.77	Annual average precipitation (for your location)
466.48	Miles of sanitary sewer
13	Number of lift stations
0	Number of lift station failures
0	Number of sewer pipe failures
7	Number of basement backup occurrences
159	Number of complaints
13.57	Average daily flow in MGD (if available)
592	Peak monthly flow in MGD (if available)
0	Peak hourly flow in MGD (if available)

3.2 Performance ratios for the past year:

0.00	Lift station failures (failures/year)
0.00	Sewer pipe failures (pipe failures/sewer mile/yr)
0.00	Sanitary sewer overflows (number/sewer mile/yr)

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0.02	Basement backups (number/sewer mile)
0.34	Complaints (number/sewer mile)
43.6	Peaking factor ratio (Peak Monthly:Annual Daily Avg)
0.0	Peaking factor ratio (Peak Hourly:Annual Daily Avg)

4. Overflows

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OVERFLOWS REPORTED **				
Date	Location	Cause	Estimated Volume	
None reported				

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

5. Infiltration / Inflow (I/I)

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

- Yes
- No

If Yes, please describe:

Infiltration and Inflow is an ongoing concern within the City of Green Bay due to the age of the City's infrastructure. Annually the City inspects a portion of the City's sanitary sewers for potential issues. Currently, the City is on a 5 year rotation schedule. The City completes repair and replacement of the City's sewers based on the results of the televising or when City roadway work is performed.

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

- Yes
- No

If Yes, please describe:

Infiltration and Inflow is an ongoing concern within the City of Green Bay due to the age of the City's infrastructure. There were no documented Infiltration and Inflow performance related instances in 2022 due to normal precipitation events. However, the City continues to address Infiltration and Inflow through its inspection and repair/replacement efforts.

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

Despite higher precipitation in 2022, there has been a slight decrease in average daily flow and peak monthly flow when compared to the previous year's report.

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

The City has been installing cured in place pipe (CIPP) liners and repairing and replacing sanitary sewer mainline and manholes as needed. Funding is budgeted each year for sewer system maintenance or repair/replacement. Since 2016, the City has used SmartCovers to monitor flow elevations within portions of the sanitary sewer system and to track any indication of increased flows during and after precipitation events. Smoke testing was conducted within the WW Basin in 2022. Increased funding was budgeted for repairs related to infiltration and inflow in 2022. The City collaborates with NEW Water on Infiltration and Inflow initiatives.

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

Compliance Maintenance Annual Report

Green Bay Sewage Collection System

Last Updated: Reporting For:
5/19/2023 2022

Grading Summary

WPDES No: 0047341

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

Notes:

A = Voluntary Range (Response Optional)

B = Voluntary Range (Response Optional)

C = Recommendation Range (Response Required)

D = Action Range (Response Required)

F = Action Range (Response Required)

Compliance Maintenance Annual Report

Green Bay Sewage Collection System

Last Updated: Reporting For:
5/19/2023 2022

Resolution or Owner's Statement

Name of Governing
Body or Owner:

City of Green Bay

Date of Resolution or
Action Taken:

Resolution Number:

Date of Submittal:

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

Financial Management: Grade = A

The City will continue to review and implement written policies and procedures related to the CMOM. The City will evaluate its program goals to continue to improve the operation, management and maintenance of the City's sanitary sewer system. Lift station operation and energy usage will be evaluated in conjunction with the City's efforts to reduce Infiltration and Inflow and sanitary sewer back-ups.

Collection Systems: Grade = A

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

The City will continue to review and implement its CMOM program on an annual basis. The City will evaluate and establish goals to continue to improve the operation, management and maintenance of the City's sanitary sewer system.

The City will continue to implement a Fat, Oil, and Grease (FOG) program that will assist in reducing FOG from entering the sanitary sewer system. The City will coordinate with NEW Water to conduct outreach to customers where FOG has been an issue.

The City will continue its annual sewer inspection, cleaning and repair programs. The City will focus on monitoring and reducing Infiltration and Inflow. The City will continue to participate on the technical advisory committee established by NEW Water to address Infiltration and Inflow on a regional basis.

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

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

G.P.A. = 4.00

The City will continue to review and implement its CMOM program and set goals related to the operation, management and maintenance of the City's sanitary sewers.

****DRAFT** RESOLUTION APPROVING THE
WISCONSIN DEPARTMENT OF NATURAL RESOURCES
NR 208 – COMPLIANCE MAINTENANCE ANNUAL REPORT
June 6, 2023**

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

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

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

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

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

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

WHEREAS the City scored an “A” as an overall grade.

NOW, THEREFORE, BE IT RESOLVED that the following voluntary actions will be taken by the City in 2023:

1. Continue to review and update policies and procedures pertaining to the financial management of the City’s Sanitary Sewer Utility;
2. Continue to review and implement written policies and procedures as it relates to the management, operation and maintenance of the City’s sanitary sewer collection system;
3. Continue to review and implement the City’s Capacity, Management, Operation and Maintenance (CMOM) program;
4. Continue to evaluate program goals related to the CMOM program to continue to improve the operation, management and maintenance of the City’s sanitary sewer collection system.

Adopted _____, 2023

Approved _____, 2023

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, City Clerk



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

MEETING DATE

May 31, 2023

PREPARED BY

AGENDA ITEM # E.10

Consideration with possible action on request by Department of Public Works to enter into a Professional Services Agreement with McMahon Associates, Inc. in the amount of \$33,866.00 for the Design of Finger Road/ East Town Way Sidewalk.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

\$33,866.00

ATTACHMENTS

None



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

MEETING DATE

May 31, 2023

PREPARED BY

AGENDA ITEM # E.11

Consideration with possible action on request by Department of Public Works to enter into a Professional Services Agreement with Graef in the amount of \$82,130.00 for Topographic Survey Services.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

\$82,130.00

ATTACHMENTS

None



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

MEETING DATE

May 31, 2023

PREPARED BY

AGENDA ITEM # E.12

Report the award of contract BRIDGE I-23 (BRIDGE MAINTENANCE & CONCRETE REPAIRS) to Lunda Construction in the amount of \$126,992.25.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

\$126,992.25

ATTACHMENTS

None



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

MEETING DATE

May 31, 2023

PREPARED BY

AGENDA ITEM # E.13

Consideration with possible action on the review and award of contract PAVEMENT REPAIR 2023 (WEST) to Highway Landscapers, Inc. in the amount of \$1,331,276.00.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

1,331,276.00

ATTACHMENTS

None



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

MEETING DATE

May 31, 2023

PREPARED BY

AGENDA ITEM # E.14

Consideration with possible action on the review and award of contract PARKS 6-23 SEYMOUR PARK-EAST STORMWATER FACILITY to Peters Concrete Company in the amount of \$257,339.70.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

\$257,339.70

ATTACHMENTS

None



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

MEETING DATE

May 31, 2023

PREPARED BY

AGENDA ITEM # E.15

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

- a. PAVEMENT 3-23 SCHOOL PLACE RECONSTRUCTION
- b. PAVEMENT 4-23 BERNER STREET RECONSTRUCTION
- c. PAVEMENT 5-23 FINGER ROAD RECONSTRUCTION
- d. PAVEMENT 6-23 S. MAPLE AVENUE RECONSTRUCTION
- e. SEWERS 1-23 MINI-SEWERS
- f. SEWERS 2-23 BASIN REPAIRS
- g. TRAFFIC SIGNAL REPAIR 2023
- h. ASPHALT PAVING 2023
- i. RRFB BASE CONSTRUCTION

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

May 31, 2023

PREPARED BY

AGENDA ITEM # E.16

Report of actions taken by Department of Public Works.

A. Granting of Licenses

I. Sidewalk Builder

- a. Brians Quality Concrete, Inc.
- b. Right Way Concrete Construction
- c. N&L Concrete Construction LLP

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

May 31, 2023

PREPARED BY

AGENDA ITEM # F.I

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

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None