



AGENDA OF THE IMPROVEMENT AND SERVICES COMMITTEE

WEDNESDAY, SEPTEMBER 11, 2024, 5:00 PM
Immediately following Parks Committee.

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

A. Zoom Meeting Information.

I. Join Zoom Meeting Online:

<https://us02web.zoom.us/j/82206544400?pwd=NDdlbmNzNUhBWVU5ckIzMjZ2QT09>

Or call in by phone: +1 312 626 6799

Meeting ID: 822 0654 4400

Passcode: 635662

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

B. Roll Call.

C. Approval of the Agenda.

D. Approval of Minutes.

E. Regular Business.

1. Consideration with possible action on request by Streu's Pharmacy to enter into a rental agreement for 24 parking stalls in Lot MM located on the southeast corner of Monroe Avenue and Main Street.
2. Consideration with possible action on request by Brown County to renew the annual cooperative recycling agreement with Brown County for 2025.
3. Consideration with possible action on recommended text edits to City Ordinance Chapters 40-54 and 40-55, related to parking citation issuance and Parking Division's reporting body.

4. Consideration with possible action on request by Department of Public Works to purchase two robotic total station survey kits from Seiler Geospatial in the amount of \$82,560.90. The purchase includes a full day of training.
5. Consideration with possible action on request by Department of Public Works to enter into a State/Municipal Finance Agreement with Wisconsin Department of Transportation to replace 58 traffic signal controllers on connecting highways throughout the City.
6. Report the non-award of contract TRAFFIC I-24 RECTANGULAR RAPID-FLASHING BEACON (RRFB) BASE INSTALLATION.
7. Consideration with possible action on request by CAR GREEN BAY LLC (Carnivore) for an easement to place a berm in the City of Green Bay right-of-way of vacated Finger Road/Vital Place east of their existing driveway.
8. Report of actions taken by the Department of Public Works.

A. Granting of Licenses

I. Sidewalk Builder

a. Precision Flatwork

F. Informational.

1. Director's Report on recent activities of the Public Works Department.
2. The next Improvement & Services Committee meeting is scheduled for September 25, 2024.

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.



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

MEETING DATE

September 11, 2024

PREPARED BY

AGENDA ITEM # E.1

Consideration with possible action on request by Streu's Pharmacy to enter into a rental agreement for 24 parking stalls in Lot MM located on the southeast corner of Monroe Avenue and Main Street.

BACKGROUND

Streu's Pharmacy recently lost a rental agreement with a local property owner. They contacted parking Division asking if they could rent Lot MM. Lot MM contains 24 parking stalls. Streu's Pharmacy asked to rent the entire lot for an initial term of five (5) years, plus an annual renewal option each year after that. These terms are in line with numerous other Parking Division rental agreements.

RECOMMENDATION

Parking Division staff recommends approval and effectuation of the Lot MM rental agreement with Streu's Pharmacy.

FISCAL IMPACT

ATTACHMENTS

- I. 2024 Lot MM Streu's Pharmacy rental agreement

LOT "MM"
PARKING LEASE AGREEMENT
STREU'S PHARMACY, INC

THIS AGREEMENT is made this 12th day of August 2024, by and between the CITY OF GREEN BAY, WISCONSIN, a municipal corporation ("CITY"), and Streu's Pharmacy, Inc. ("LESSEE").

1. CITY hereby agrees to lease to LESSEE twenty four (24) parking spaces in the City-owned parking lot located near the southeast corner of North Monroe Avenue and Main Street (Tax Parcel 11-92), known as Lot "MM" in Green Bay, Wisconsin. The number of leased stalls may be adjusted dependent on needs and availability of space.

2. This Lease shall be effective on August 12, 2024, and remain in effect through August 11, 2029. Annual agreement extensions shall effectuate automatically unless otherwise requested by LESSEE.

3. Beginning August 12, 2024, on or before the first day of each month, LESSEE shall pay to CITY for rent of said parking spaces the amount of \$1,271.06 (24 spaces x \$50.20 per space plus tax). LESSEE shall pay half a month's rent for August of 2024. The rate shall remain fixed through December 31, 2024. On January 1, 2025, and each subsequent year, the lease rate shall be subject to increases as determined by the CITY. Notice of rate adjustment shall be given by the CITY to LESSEE prior to the end of each year.

4. CITY shall perform grass/weed maintenance, litter control, snow removal, pavement surface maintenance, pavement marking maintenance, and official signing for Lot "MM."

5. Regular lease payments are due on or before the first of each month. It is understood and agreed by and between the parties that time is of the essence with respect to the payment of the monthly rental fee set forth above. Failure on the part of the LESSEE to make payment in accordance with the terms of this agreement shall cause this Lease to terminate and

to be null and void; and the CITY may enter upon and expel the LESSEE from said premises forthwith, including issuance of parking citations without permission of vehicle owner.

6. Lessee shall indemnify and hold harmless the CITY from any and all damage, loss, or liability of any kind whatsoever arising out of the use of the leased space.

7. Either CITY or LESSEE may terminate this Lease upon ninety (90) days written advance notice given to the other party. Notices shall be sent to:

CITY: City of Green Bay Parking Division
100 North Jefferson Street, Room 300
Green Bay, WI 54301

LESSEE: Streu's Pharmacy, Inc.
635 Main Street
Green Bay, WI 54301

8. This Lease Agreement may be assigned only upon written permission by the CITY.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed as of the last date listed below.

CITY OF GREEN BAY

Dated: _____, 2024

By: _____
Eric Genrich, Mayor

By: _____
Celestine Jeffreys, Clerk

STREU'S PHARMACY, INC.

Dated: _____, 2024

By: _____
Kim VanderLoop, Finance Manager
Streu's Pharmacy, Inc.



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

MEETING DATE

September 11, 2024

PREPARED BY**AGENDA ITEM # E.2**

Consideration with possible action on request by Brown County to renew the annual cooperative recycling agreement with Brown County for 2025.

BACKGROUND

Brown County acts as the coordinated Responsible Unit for recycling on behalf of multiple municipalities within the County. This cooperative agreement has been in place for over 20 years. In order to allow for the cooperative agreement to continue, each municipality must annually renew the agreement between Brown County and the municipality. This agreement has been mutually beneficial to Brown County and the City of Green Bay and it is in the City's best interests to continue.

RECOMMENDATION

Approve the request

FISCAL IMPACT

None

ATTACHMENTS

1. Amendment 2025 Agreement Letter
2. Cooperative Agreement Recycling Consolidation Grant_2025

PORT & RESOURCE RECOVERY DEPARTMENT

Brown County

2561 SOUTH BROADWAY
GREEN BAY, WI 54304

PHONE: (920) 492-4950

FAX: (920) 492-4957

DEAN R. HAEN

DIRECTOR

MEMORANDUM

To: Brown County Municipalities

From: Mark Walter, Business Development Manager

Re: 2025 RU Agreement

As in prior years, I am reaching out to you to ensure that your municipality remains eligible for the WDNR's Wisconsin Recycling Consolidation Grant. In order to qualify for the 2024 Grant "by October 1 in the year preceding the year for which the grant is made, the Responsible Unit must enter into a cooperative agreement with another Responsible Unit for the joint provision of at least one of the elements of an effective recycling program."

I have attached an updated resolution that will need to be passed by each municipality to establish eligibility and satisfy these program requirements. It is a model that has been used in other counties in the state and has been approved by WDNR.

Please review and have it signed and returned to Brown County prior to **October 1, 2024**.

If you should have any additional questions or comments, please contact me at (920) 492-4965 or via email Mark.Walter@browncountywi.gov.

Sincerely,



Mark Walter
Business Development Manager

Attachment

Intergovernmental Cooperative Agreement to Satisfy Eligibility for the Wisconsin Recycling Consolidation Grant for Calendar Year 2025

This agreement is made by and between the Cities of De Pere and Green Bay, the Villages of Allouez, Ashwaubenon, Bellevue, Denmark, Hobart, Howard, Pulaski, Suamico, Wrightstown, and the Towns of Eaton, Glenmore, Green Bay, Holland, Humboldt, Lawrence, Ledgeview, Morrison, New Denmark, Pittsfield, Rockland, Scott and Wrightstown, each of which is a municipal corporation, and the Oneida Nation, a federally recognized Indian tribe, all of which are a Responsible Units as defined in Section 287.01(9) of the Wisconsin Statutes (collectively referred to as the “Responsible Units” or “RUs”) for purposes of implementing efficiencies related to operating an effective recycling program in accordance with ss. 287.11 and 287.24, Wis. Stats., and ch. NR 542, Wis. Admin. Code. This agreement is intended to qualify for the 2025 Wisconsin Recycling Consolidation Grant.

WHEREAS the RUs believe that, by working together in this cooperative agreement, they can more effectively and efficiently provide for the recycling education needs of their citizens; and

WHEREAS the RUs desire to collaborate in an effort to educate about recycling; and

WHEREAS the RUs recognize the importance of educating residents about recycling and their RU responsibility to do so; and

WHEREAS Brown County partnered with Outagamie and Winnebago Counties, collectively known as Tri-County Recycling, to fund, host, and promote the *Tri-County Recycling Guide*; and

WHEREAS Tri-County Recycling will continue to fund, host, and promote the smartphone recycling app Betterbin; and

WHEREAS Tri-County Recycling will continue to fund, host, and promote the Waste Wizard Material Search Engine tool; and

WHEREAS the Tri-County Recycling Guide, the Betterbin smartphone app, and the Waste Wizard Material Search Engine provide comprehensive information on single-stream recycling guidelines, recycling plastic bags, proper medical sharps disposal, electronics recycling, universal waste recycling, household hazardous waste programs, pharmaceutical drop boxes and waste reduction tips; and

WHEREAS Section 66.0301(2) of the Wisconsin Statutes authorizes cooperation between municipalities and between municipalities and Indian tribes, and allows municipalities to contract with each other and with Indian tribes for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law; and

WHEREAS each participating RU will maintain a copy of the other above listed RUs' cooperative agreements on file, given that not all cooperating RUs will be able to sign a single document;

NOW THEREFORE IT IS AGREED THAT the above listed RUs have and will continue to make available to its residents the *Tri-County Recycling Guide*, the Tri-County Recycling Betterbin smartphone app and Waste Wizard Material Search Engine (<https://recyclemoretricity.org/waste-wizard/>), recognizing additional and consistent education will reduce contamination and improve recycling, thereby enabling the processing and marketing of these recyclables in the most efficient and cost-effective manner possible.

SIGNATURE

TITLE

MUNICIPALITY

DATE



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

MEETING DATE

September 11, 2024

PREPARED BY

AGENDA ITEM # E.3

Consideration with possible action on recommended text edits to City Ordinance Chapters 40-54 and 40-55, related to parking citation issuance and Parking Division's reporting body.

BACKGROUND

Parking Division staff recognized several text discrepancies when reviewing parking related ordinances and suggested edits to correct them. Proposed edits were reviewed by the Legal Department before being presented to the Improvement and Services Committee. Edits to Chapter 40-54 clarify who is authorized to issue City of Green Bay parking citations. The text currently identifies that Parking Division enforcement officers are the only persons who can write parking citations. However, Police Officers, Parking Officers, Parking Maintenance Technicians, and parking management have been writing citations for decades. Edits to Chapter 40-55 were made to eliminate reference to the Parking Utility Commission (defunct since 1998) and identify that the Improvement and Services Committee is the body to which the Parking Division reports.

RECOMMENDATION

Parking Division recommends that the edits as presented in the attached document be adopted into the ordinance.

FISCAL IMPACT

ATTACHMENTS

- I. Draft G.O. 19-24 Relating to Municipal Parking (redline)

GENERAL ORDINANCE NO. 19-24

AN ORDINANCE
AMENDING SECTION 40-54 AND 40-55,
GREEN BAY MUNICIPAL CODE,
RELATING TO MUNICIPAL PARKING

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 40-54 and 40-55, Green Bay Municipal Code, are hereby amended to read:

Sec. 40-54. - Municipal Parking System Division personnel.

The Common Council shall designate necessary Municipal Parking System Division personnel for the operation, maintenance, and enforcement of the Municipal Parking System Division. Parking ~~Enforcement attendants~~ **Officers, Parking Maintenance Technicians, Parking Division management, and Green Bay Police Officers** shall have the power to issue citations for violations of any existing parking ordinance, resolution, or subsequent amendments thereto, and all state statutes incorporated by reference. Such citations shall be on forms prescribed by the City. The above-named personnel shall perform such other duties as prescribed by the City and be bound by such rules and regulations established by the Municipal Parking System Division. The above-described personnel shall not be police officers and shall have no police powers to arrest. The above-described personnel shall wear uniforms prescribed by the City.

Sec. 40-55. - Municipal Parking System Advisory Committee.

~~There shall be established a~~ **The City's public works commission shall serve as the** Municipal Parking System Advisory Committee. ~~Consisting of three citizen members appointed for two year terms by the Mayor, subject to confirmation by the Common Council. The Advisory Committee shall meet from time to time and advise the Director of Public Works~~ **consider Municipal Parking System issues and report its recommendations to** the Common Council **for final approval.** ~~regarding the general operation of the Municipal Parking Systems~~ **Items considered by the public works commission shall include** but not **be** limited to, location of parking meters, rates, designated hours of operation, on-street and off-street parking regulations, and other matters of importance to the operation of the Municipal Parking System Division.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. Effective date. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2024.

APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, Clerk

law

09/17/2024



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

MEETING DATE

September 11, 2024

PREPARED BY

AGENDA ITEM # E.4

Consideration with possible action on request by Department of Public Works to purchase two robotic total station survey kits from Seiler Geospatial in the amount of \$82,560.90. The purchase includes a full day of training.

BACKGROUND

RECOMMENDATION

To approve purchase

FISCAL IMPACT

The funds were budgeted in the 2024 Capital Improvement Plan \$82,560.90.

ATTACHMENTS

- I. Seiler Sales Quotation

Sales Quotation

Quote Number: 00089308

Contact Name: Jennifer McCartney
E-mail: jennifer.mccartney@greenbaywi.gov
Phone: (920) 448-3100

Date Issued: 07/27/23
Expiration Date: 09/30/24

Ship To: City of Green Bay, WI
 100 North Jefferson St.
 Green Bay, WI 54301
 United States

Bill To: City of Green Bay, WI
 100 North Jefferson St.
 Green Bay, WI 54301
 United States

Quantity	Part Number	Description	List Price	Sale Price	Subtotal
2.00	S7353200	Instrument - Trimble S7 3" Robotic, DR Plus, Trimble VISION, FineLock, Scanning Capable Includes: 58471045 BASE S7 DR PLUS VISION 51002007 ACCESSORY-RAIN COVER(GDM/ATS) 55000546 Accessory - Laser adjustment tool 55000581 Accessory - Tool for handle 57012007 Prism - Reflective foil 1p.c. 25*25 and 1p.c.60*60mm with sight marks 57013007 Accessory - Laser adjustment plate, coaxial 58019007 Accessory - Toolkit for Tribrach and Optical plumb 58080010 Case - Instrument Transport Case (Standard) 78607007 Accessory - Tribrach without optical plumb 50013001 Accessory - Rain Lens Cover 58002045 COVER LEFT RADIO CMPL S7 50014012-SUR Accessory - Panel attachment cover Wisdot 2023-2024 contract price	\$30,050.00	\$25,542.50	\$51,085.00
					
2.00	MT1000	Trimble MultiTrack Target, including 7.4V Li-Ion battery Includes: 7.4V Li-Ion battery Wisdot 2023-2024 contract price	\$3,265.00	\$2,873.20	\$5,746.40
					
2.00	SLSU-S2018-3	Trimble Geospatial Accessories - Robotic Power Kit (Power supply not included) Add 101070-02-01 for 2x dual charger w/ power supply Wisdot 2023-2024 contract price	\$1,495.00	\$1,315.60	\$2,631.20
					
4.00	101070-00-01	Trimble Geospatial Accessory - Dual Battery Charger with Power Supply and Power Cord (North America)	\$665.00	\$585.20	\$2,340.80



Wisdot 2023-2024 contract price

2.00	73840019	INSTR./ADV. HOLDER TO PC CON. CABLE	\$75.00	\$66.00	\$132.00
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Wisdot 2023-2024 contract price

2.00	51003007	Rod - Trimble standard telescopic rod 2,6m	\$440.00	\$387.20	\$774.40
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Wisdot 2023-2024 contract price

2.00	90550-PL	TRIMAX STANDARD QUICK CLAMP TRIPOD TRIMAX STANDARD QUICK CLAMP TRIPOD	\$511.20	\$420.03	\$840.06
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Wisdot 2023-2024 contract price

Total Price: \$63,549.86

This is not an invoice: Applicable sales tax and/or shipping charges will apply. This product and/or associated accessories may be subject to export controls under United States law and must not be exported or re-exported without prior authorization from either the United States Department of State or Commerce, as applicable.

Scheduled delivery times could be delayed due to vendor supply. Please communicate with your Seiler sales representative to ensure your timeline needs can be met before signing this quotation.

Please Contact Us:

Name: Steve Grady
Address: 9755 Airways Court
 Franklin
 Wisconsin, 53132
 United States
Phone: (414) 423-0780
Mobile: (262) 219-2952
E-mail: sgrady@seilerinst.com



Sales Quotation

Quote Number: 00089308

Terms: ☐ Net 30 Days ☐ Credit Card ☐ Financing

Net 30 upon approved credit application. Please inquire to sales rep on financing options available.

All credit card transactions will be charged a 3% surcharge.

This Sales Quotation is subject to and governed by the Terms and Conditions of Sale referred to at <https://www.seilergeo.com/general-terms-and-conditions/> which are hereby incorporated into this Quotation by reference. Any terms and conditions contained in any purchase order, order confirmation, or other document or communication you send or provide to Seiler which are in addition to or different from those set forth in said Terms and Conditions of Sale found at the above-link which are not separately agreed to by Seiler in writing are hereby considered material, objected to, and shall be null, void, and of no force or effect.

This Sales Quotation is subject to the [Seiler Maximum Liability and Indemnification Agreement](#), version 041421. By signing this Sales Quotation, you are also agreeing to be bound by the terms and conditions of that Agreement.

Your signature below acknowledges acceptance of terms and conditions of this quote. Please sign and return via email or fax.

Signature: _____

Date: _____

Name: _____

Title: _____

Sales Quotation

Quote Number: 00089307

Contact Name: Jennifer McCartney
E-mail: jennifer.mccartney@greenbaywi.gov
Phone: (920) 448-3100

Date Issued: 07/27/23
Expiration Date: 09/30/24

Ship To: City of Green Bay, WI
 100 North Jefferson St.
 Green Bay, WI 54301
 United States

Bill To: City of Green Bay, WI
 100 North Jefferson St.
 Green Bay, WI 54301
 United States

Quantity	Part Number	Description	List Price	Sale Price	Subtotal
2.00	TSC5-1-1100-00	Trimble TSC5 controller - WWAN, Worldwide region Includes Trimble TSC5 controller - WWAN, Worldwide region with Android OS TSC5 Glass Screen Protector Capacitive Stylus with Tether Hand strap 45W AC Adapter (58X46X28mm) with USB-C PD female port USB-C (male) to USB-C (male) cable for charging and data transfer Philips #1 Module and Battery / SIM door screwdriver TSC5 Carry Case / Protective Pouch TSC5 Quick Start Guide (English)	\$4,300.00	\$3,784.00	\$7,568.00
					
		Wisdot 2023-2024 contract price			
2.00	110238-00-1	Trimble EM120 2.4GHz Module Wisdot 2023-2024 contract price	\$1,740.00	\$1,531.20	\$3,062.40
					
2.00	TA-GENSURV-P	Trimble Access - General Survey; Perpetual License Wisdot 2023-2024 contract price	\$3,415.00	\$3,005.20	\$6,010.40
					
2.00	121952-01	TSC5 POLE MOUNT BRACKET - SINGLE SINGLE BRACKET, SPLIT FROM 5 PACK PN: 121952-01-GEO Wisdot 2023-2024 contract price	\$76.00	\$66.88	\$133.76



2.00	121951-01-GEO	TSC5 / TSC7 Quick Release Pole Mount Clamp with Adjustable Arm	\$220.00	\$193.60	\$387.20
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Wisdot 2023-2024 contract price

2.00	120532-BLK-GEO-1	USB 3.1 USB-C TO USB-A ADAPTER - SINGLE	\$28.00	\$24.64	\$49.28
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Wisdot 2023-2024 contract price

Total Price: \$17,211.04

This is not an invoice: Applicable sales tax and/or shipping charges will apply. This product and/or associated accessories may be subject to export controls under United States law and must not be exported or re-exported without prior authorization from either the United States Department of State or Commerce, as applicable.

Scheduled delivery times could be delayed due to vendor supply. Please communicate with your Seiler sales representative to ensure your timeline needs can be met before signing this quotation.

Please Contact Us:

Name: Steve Grady
Address: 9755 Airways Court
 Franklin
 Wisconsin, 53132
 United States

Phone: (414) 423-0780
Mobile: (262) 219-2952
E-mail: sgrady@seilerinst.com



Sales Quotation

Quote Number: 00089307

Terms: ☐ Net 30 Days ☐ Credit Card ☐ Financing

Net 30 upon approved credit application. Please inquire to sales rep on financing options available.

All credit card transactions will be charged a 3% surcharge.

This Sales Quotation is subject to and governed by the Terms and Conditions of Sale referred to at <https://www.seilergeo.com/general-terms-and-conditions/> which are hereby incorporated into this Quotation by reference. Any terms and conditions contained in any purchase order, order confirmation, or other document or communication you send or provide to Seiler which are in addition to or different from those set forth in said Terms and Conditions of Sale found at the above-link which are not separately agreed to by Seiler in writing are hereby considered material, objected to, and shall be null, void, and of no force or effect.

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Your signature below acknowledges acceptance of terms and conditions of this quote. Please sign and return via email or fax.

Signature: _____

Date: _____

Name: _____

Title: _____



Sales Quotation

Quote Number: 00089306

Contact Name: Jennifer McCartney
E-mail: jennifer.mccartney@greenbaywi.gov
Phone: (920) 448-3100

Date Issued: 07/27/23
Expiration Date: 09/30/24

Ship To: City of Green Bay, WI
100 North Jefferson St.
Green Bay, WI 54301
United States

Bill To: City of Green Bay, WI
100 North Jefferson St.
Green Bay, WI 54301
United States

Quantity	Part Number	Description	List Price	Sale Price	Subtotal
1.00	SURV-TRAIN-DAY	SEILER ONE-DAY CUSTOM TRAINING One-day of custom training at a Seiler facility or customer site. Price includes any travel costs as long as facility is within 250 miles of a Seiler office. Dates and agenda to be determined. Limit 8 people.	\$1,800.00	\$1,800.00	\$1,800.00

Total Price: \$1,800.00

This is not an invoice: Applicable sales tax and/or shipping charges will apply. This product and/or associated accessories may be subject to export controls under United States law and must not be exported or re-exported without prior authorization from either the United States Department of State or Commerce, as applicable.

Scheduled delivery times could be delayed due to vendor supply. Please communicate with your Seiler sales representative to ensure your timeline needs can be met before signing this quotation.

Please Contact Us:

Name: Steve Grady
Address: 9755 Airways Court
Franklin
Wisconsin, 53132
United States
Phone: (414) 423-0780
Mobile: (262) 219-2952
E-mail: sgrady@seilerinst.com



Sales Quotation

Quote Number: 00089306

Terms: ☐ Net 30 Days ☐ Credit Card ☐ Financing

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Your signature below acknowledges acceptance of terms and conditions of this quote. Please sign and return via email or fax.

Signature: _____

Date: _____

Name: _____

Title: _____



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

MEETING DATE

September 11, 2024

PREPARED BY

AGENDA ITEM # E.5

Consideration with possible action on request by Department of Public Works to enter into a State/Municipal Finance Agreement with Wisconsin Department of Transportation to replace 58 traffic signal controllers on connecting highways throughout the City.

BACKGROUND

This project will replace the 58 existing controllers with Econolite controllers. These 58 locations are along the existing Connecting Highway routes within the City of Green Bay. The existing locations are Siemens controllers with Tactics control software. The city has also experienced failures in Grid Smart cameras and the aging cameras on both Main Street and Monroe Avenue. This project is to address the combination of aged equipment and shortcomings for Siemens products, equivalent to WisDOT's recent transitions to Econolite in the Region.

RECOMMENDATION

To Approve

FISCAL IMPACT

Total project cost is estimated at \$1,250,000. Project grant is a 90/10 cost share, with City expenditure of \$125,000. The funding will be a combination of bonded construction funds and operating budget.

ATTACHMENTS

1. 37003067 68_C OF GREEN BAY CONTROLLERS SMFA ORIGINAL DRAFT 01042024
2. Project Award Letter NE2602L



**Original
STATE/MUNICIPAL FINANCIAL
AGREEMENT FOR A SIGNALS &
ITS STANDALONE PROGRAM
PROJECT**

Date: August 22, 2024
I.D.: 3700-30-67/68
Road Name: STH 29,54,32,141,57
Title: Signal Improvements
Limits: City wide on Connecting highway
County: Brown
Roadway Length: 1.0 mile

The signatory **city of Green Bay**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

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

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: The existing signals controllers are outdated and obsolete.

Proposed Improvement - Nature of work: This project will replace the 58 existing controllers with Econolite controllers. These 58 locations are along the existing Connecting Highway routes within the City of Green Bay. The existing locations are Siemens controllers with Tactics control software. The city has also experienced failures in Grid Smart cameras and the aging cameras on both Main Street and Monroe Avenue. This project is to address the combination of aged equipment and shortcomings for Siemens products, equivalent to WisDOT's recent transitions to Econolite in the Region.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality:

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
ID 3700-30-67	\$ 671,910	\$ 604,719	90%	\$ 67,191	10%
ID 3700-30-68	\$ 578,090	\$ 520,281	90%	\$ 57,809	10%
Total Cost Distribution	\$ 1,250,000	\$ 1,125,000	90%	\$ 125,000	10%
*Design ID 3700-30-67 state funding is limited to \$671,910 (State fiscal year 2026)					
*Construction ID 3700-30-68 state funding is limited to \$578,090 (State fiscal year 2027)					

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This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages 2 – 4); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State, and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

Signed for and in behalf of the city of Green Bay (please sign in blue ink)	
Name (print)	Title
Signature	Date
Signed for and in behalf of the State (please sign in blue ink)	
Name	Title
Signature	Date

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off

and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.

2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.

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- (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
 - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
 - (d) Damages to abutting property due to change in street or sidewalk widths, grades, or drainage.
 - (e) Conditioning, if required, and maintenance of detour routes.
 - (f) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
 - (g) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the state and shall make ample provision for such maintenance each year.

- (h) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.

4. State Disbursements:

- (a) Payment by the State to the Municipality shall be made on a regular basis upon presentation of vouchers for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the State.
- (b) A final adjustment of state payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Municipality shall refund to the State upon demand a sum equal to the overpayment.

5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.

6. The Municipality shall assume general responsibility for all public information and public relations for the project and to make a fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.

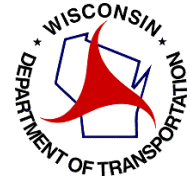
7. Basis for local participation:

- (a) Construction: Cost for construction are 90% Federal/State and 10% Municipal up to a maximum of \$1,250,000 (\$671,910 (FY2026) \$578,090 (FY2027)). Any overages shall be funded by the Municipality.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.

Project Award Letter

Signals and ITS Standalone Program



Spring 2024 Award

July 15, 2024

To:

City of Green Bay

Steven Grenier

steven.grenier@greenbaywi.gov

From:

Kim Bradley

Wisconsin Department of Transportation

Dear Steven Grenier,

The Wisconsin Department of Transportation (WisDOT) Signals and ITS Standalone Program (SISP) has awarded the [Municipality] the following project (s) for [Fiscal Years that Apply]:

Project Name	Award Total
NE2602L Signal Rehab Green Bay Citywide Connecting Highway Traffic Signal Equipment Replacement	Total: \$ 1,250,000 90% State: \$1,125,000 10% Local: \$125,000

The project will be funded 90% State/10% City of Green Bay. Per current program policy any amount over the project application award shall be funded by the City of Green Bay. WisDOT Region Staff will contact you prior to the award year to establish a State Municipal Financial Agreement (SMFA) between WisDOT and the City of Green Bay to determine financial, invoicing, reporting, and contracting responsibilities for both parties.

Please contact me if you have questions.

Sincerely,

Kim Bradley

Attachment: PDF Application submitted by Municipality

Wisconsin Department of Transportation (WisDOT)
Signals and ITS Standalone Program Project Application Form
GENERAL INSTRUCTIONS

MUNICIPAL APPLICATIONS DUE TO REGIONAL LIAISON: April 5, 2024

****Municipalities may submit a maximum of two applications per calendar year.****

REGIONAL APPLICATIONS DUE: April 19, 2024

The following application will be used to evaluate and determine award of Signals and ITS Standalone Program projects to be funded as budget permits. Each applicant requesting funds from the Signals and ITS Standalone Program must submit the following information:

- ☒ Completed Signals and ITS Standalone Program Project Application Form (one for each project request).
- ☐ Any supporting materials deemed necessary by the Region or municipalities.

Project Application Form:

- 1 Project Identification – Fill in the areas applicable to the proposed project.
- 2 Project Type – Identify the proposed project type.
- 3 Project Information – Describe the proposed project in as much detail as possible. Detailed descriptions explaining how the project will address the identified need(s) are essential for application review and evaluation.
- 4 Project Cost and Schedule – Provide the project costs in the requested fiscal year. When developing project estimates account for additional costs associated with accessible pedestrian signals (APS), traffic signal detection, and emergency vehicle preemption (EVP) systems if your project is proposing them. Provide anticipated project schedule and proposed resources to accomplish implementation. Geometric improvements must not exceed 50% of the TOTAL COST funded by this appropriation.
****Maximum project award is limited to \$1,250,000.****
****Municipal projects require 10% funding commitment from the requesting agency. Requesting municipal agency will also be responsible for any project costs more than the approved appropriation funding amount asked for in this application.****
- 5 Additional Project Information – Answer the questions as they relate to the proposed project.
- 6 Contact Information and Signature – Provide contact information. Application must be signed by the WisDOT Regional Operations Chief (WisDOT managed projects only) or the Municipal Sponsor to certify application and commit funds.

Supporting Materials: Each completed application shall include the following, *if applicable*:

- Map of location or general sketch of project proposal or site photo(s). *An adequate sketch is the minimum requirement. Preliminary plan layout sheets or study reports should be provided if available.*
- Completed Project Evaluation Factor (PEF) worksheet and/or Interactive Highway Safety Design Model (IHSDM) benefit-cost analysis.
- TSMO-TIP package (one for each project request as required based on project type).
- New Traffic Signal – Warrant Documentation, required **only** for proposals to install new traffic signals (example worksheet available upon request. Ref: Manual on Uniform Traffic Control Devices [MUTCD], Chapter 4C). Approved Traffic Control Signal Approval Request [Form DT1199](#) (Required with application for all proposals to install new traffic signals on the State Trunk Highway System, including Connecting Highways and ramp terminals).
- New Pedestrian Hybrid Beacon – Warrant Documentation, required **only** for proposals to install new pedestrian hybrid beacons (example worksheet available upon request. Ref: Manual on Uniform Traffic Control Devices [MUTCD], Chapter 4F). Approved Pedestrian Hybrid Beacon Approval Request [Form DT1196](#) (Required with application for all proposals to install new pedestrian hybrid beacons on the State Trunk Highway System, including Connecting Highways).
- Systems Engineering Analysis (SEA) – *An SEA may be needed for certain types of projects funded by this Program.*

Submittal Instructions and General Questions:

Program Contact – Todd Szymkowski, PE, PTOE, PMP | Bureau of Traffic Operations | todd.szymkowski@dot.wi.gov | 414-227-3125

Projects requested by a municipality should be coordinated with and submitted to their Regional liaisons (found at link below):

<https://wisconsin.dot.gov/Pages/doing-bus/local-gov/astnce-pgms/highway/sisp.aspx>.

Wisconsin Department of Transportation (WisDOT)
Signals and ITS Standalone Program
Project Application Form

1. Project Identification

PROJECT NAME (consistent with TSMO-TIP documentation if applicable) City of Green Bay Connecting Highway Traffic Controller – Cabinet – Camera Replacement			
FUNDING REQUEST TOTAL \$ 1,250,000			
COUNTY Brown	CITY/TOWN Green Bay	REGION Northeast	
STATE TRANSPORTATION IMPROVEMENT PROGRAM (STIP) ELIGIBLE (Is this project eligible to be integrated with an existing STIP project?)			☒ YES ☐ NO
MUNICIPAL* ☒ YES ☐ NO		MUNICIPAL PRIORITIES (If two (2) applications are submitted, select priority)	☐ 1 ST ☐ 2 ND
*Municipal projects require a 10% funding commitment from the requesting agency. The requesting municipal agency will also be responsible for any project costs more than the approved appropriation funding amount based on this application.			

2. Project Type

Identify the proposed project type: Check boxes that apply below.	
☐ 1. New Signal Installation*	Install new traffic signal.
☒ 2. Signal Rehabilitation*	Upgrade or replace existing signal infrastructure (poles, wiring, detection, cabinet, controller, etc.); Construct minor geometric improvements.
☐ 3. Signal Retrofit*	Install monotubes, flashing yellow arrows, or other safety improvements at existing traffic signal, Install adaptive signal systems; replacement of TS 1 cabinets, controllers, etc.
☐ 4. Signal Retiming	Collect and evaluate data; Develop signal timing plan; Develop and implement corridor coordination plan. <i>Municipal owned signals not eligible for this project type per Form DT1199.</i>
☐ 5. Intersection Communication	Construct and integrate fiber communication for signals; Install and integrate wireless communication, including cellular modems and radios for signals.
☐ 6. New ITS Device Installation	Install new ITS infrastructure including cameras, backbone fiber, network equipment, etc.
☐ 7. ITS Device Rehabilitation	Upgrade, install or replace existing detection, controllers, battery backup, cameras, ramp meter LED's, etc.
☒ 8. System Software	Upgrade, install, or replace software.
☐ 9. Life-Cycle Replacement	Replace existing end-of-life signals and/or ITS equipment including cameras, controllers, LED's, etc. <i>Municipal owned signals not eligible for this project type per Form DT1199.</i>
☐ 10. Other	Examples include: - Performance Measures Applications - Research and Development Projects - CAV Deployments and Applications - Studies, Plans, and Evaluations
*Items not covered by SISP program funds: all lighting infrastructure, enhanced signs (ex: RRFB, Dynamic Speed Displays), decorative signal poles, decorative cabinets, and decorative signal infrastructure. Other items may also not be covered as deemed appropriate by the SISP evaluation committee.	

3. Project Information

3a. Project Description

Project description should include location specific information.

☐ See attached TSMO-TIP Application

This project will replace the 58 existing controllers with Econolite controllers. These 58 locations are along the existing Connecting Highway routes within the City of Green Bay. The existing locations are Siemens controllers with Tactics control software. The city has also experienced failures in Grid Smart cameras and the aging cameras on both Main Street and Monroe Avenue. This project is to address the combination of aged equipment and shortcomings for Siemens products, equivalent to WisDOT's recent transitions to Econolite in the Region. This improvement project will be done in-house using city electricians. The city has not included city labor as part of the grant application as this will be in addition to the 90/10 cost sharing agreement.

3b. Mobility Improvements

In some detail, describe the anticipated mobility improvements of the proposed project and how they will be measured (e.g., detector data will be used to determine before and after peak hour delay).

☐ See attached TSMO-TIP Application, if applicable.

Indicate your expected benefits below and provide documentation to support your analysis.

☐ Annual mobility benefits are expected to be greater than the capital cost of the project.

☐ Annual mobility benefits are expected to be greater than half of the capital cost of the project.

☒ Annual mobility benefits are expected to be greater than \$0.

☐ No expected mobility improvements.

Although there is not a direct mobility benefit expected the problems with existing controllers has created problems as the city has limited ability to continue to replace an ageing and in some cases a failing product.

3c. Operations and Maintenance Impacts

In some detail, describe how the proposed project is anticipated to impact operations and maintenance funds. For example, is the project replacing infrastructure that has been regularly out-of-service and has required increased maintenance?

☐ See attached TSMO-TIP Application, if applicable.

☐ There is a demonstrated history of maintenance issues that will be corrected with this project.

Include specific number of knockdowns, service calls, outages, etc., below.

☒ Maintenance may be reduced due to this project.

☐ No expected operations and maintenance impacts.

Signal operations and maintenance will be improved with the more robust and stable capabilities of Econolite equipment. A reliable system will improve operations and allow more prompt response to concerns and complaints. The city has experienced several failures of recently purchased Siemen controllers and has had difficulty reinstalling signal timing plans from Tactics control software. Grid Smart has also experienced quality issues and have been prone to fail. Service for these cameras has been very slow. On the older camera on Main Street and Monroe Avenue city has started to see signs of aging as these cameras are reaching their useful lives.

3d. Existing Conditions

Describe the conditions of the existing infrastructure. For example, condition of current infrastructure could be described as fair, disrepair, or out of commission. List any components NOT meeting current WMUTCD standards. Existing age of the current infrastructure could be described as 5 years past end-of-life, within 5 years past end-of-life, within 3 years of expected end-of-life, or current/new installation. Typical lifecycles of common infrastructure include communications (20 years), signal poles (25 years), controller (16 years), cabinet (20 years), DMS (20 years), CCTV (10 years), and detection (10 years).

Existing Siemens controllers have experienced above average failures, especially the newer M60 units due to supposed power supply issues. The Tactics software has experienced shortcomings, a lack of support for bug fixes, and lack of modern development. The Tactics software notifications and alerts do not work reliably and there are continual flaws with software programming of controllers. Multiple Grid Smart failures requiring replacement.

3e. Energy and Environmental Impacts

In some detail, describe the anticipated energy and environmental impacts of the proposed project. For example, is the proposed project expected to replace existing infrastructure that may be accessed from a central location rather than driving to the field location for manual access?

☐ See attached TSMO-TIP Application, if applicable.

Indicate your expected benefits below.

☐ Annual energy and environmental benefits are expected to be greater than the capital cost of the project (provide documentation).

☒ Annual energy and environmental benefits are expected to be greater than \$0.

☐ Project is not expected to impact the natural environment.

☐ Project is expected to negatively impact the natural environment.

Although there is not a direct environmental benefit expected, the Econolite equipment will lead to more robust performance. This will reduce the number of trips and time allocation to each intersection for shortcomings and failures. Nonfunctioning cameras require a signal to go into background pretimed setting that causes delays. All video locations run 24/7 but when cameras go down the city has to decide if they need to go back into nighttime flash.

3f. Safety Improvements

3f. Safety Improvements

In some detail, describe current safety concerns and the anticipated safety improvements of the proposed project.

☐ See attached TSMO-TIP Application, if applicable.

☐ No expected safety impacts.

Although there is not a direct safety benefit, upgrading to Econolite controllers will result in increased efficiencies in special programming to accommodate various traffic patterns. This will allow the signals to operate more responsive to traffic conditions, which will reduce delays, queues, and ultimately crashes. Traffic Signal working 24/7 using video detection is safer than going into flash operation at night.

4. Project Cost and Schedule

List major construction items and associated estimates such as new traffic signal installation, intersection channelization, etc. When developing project costs account for additional costs for accessible pedestrian signals (APS), traffic signal detection, and emergency vehicle preemption (EVP) systems if your project is proposing them. Project expense is considered during the evaluation of the projects. Therefore, **ALL COSTS** (including design, utilities, and R/E) should be provided regardless of whether awarded project funds will be used for all elements of the project. **Maximum project award is limited to a total of \$1,250,000.**

Cost	FY25 (07/24 – 06/25)	FY26 (07/25 – 06/26)	FY27 (07/26 – 06/27)	FY28 (07/27 – 06/28)
Design:				
WisDOT Staff Delivery/Design				
Consultant Work Order				
Real Estate: (Note: Real estate acquisition CANNOT be funded by this appropriation.) Identify funding source:				
Construction:				
Procurement: State Furnished Materials				
Procurement: Service and Installation		671,910	578,090	
LET Construction				
Other Costs:				
*TOTAL PROJECT COST PER FY =		671,910	578,090	
MUNICIPAL FUNDING COMMITMENT (10%) =		67,191	57,809	

* Awarded project funds must be encumbered during the FY identified unless coordinated with the Regional Program Liaison. Requested funds will not be increased beyond the amount asked for in this application after the award of the project.

Schedule		
Task	Months (MM/YY – MM/YY)	Anticipated Required Resources (Region Project Design Section (PDS), Region Traffic Operations, consultant, procurement contracts, etc.)

1. Design		
2. Real Estate		
3. Procurement		
4. Construction		
5. Other		

5. Additional Project Information

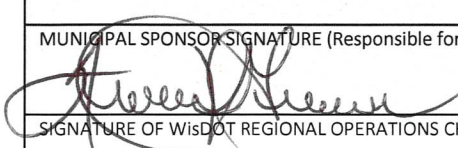
5a. Performance Improvement Program Goals

Does this project help with achieving WisDOT's performance goals? Refer to http://dotnet/mapss/index.htm – <i>Mobility</i>: Delivering transportation choices that result in efficient trips and no unexpected delays. – <i>Accountability</i>: The continuous effort to use public dollars in the most efficient and cost-effective way. – <i>Preservation</i>: Protecting, maintaining, and operating Wisconsin's transportation system efficiently by making sound investments that preserve and extend the life of our infrastructure, while protecting our natural environment. – <i>Safety</i>: Moving toward minimizing the number of deaths, injuries, and crashes on our roadways. – <i>Service</i>: High quality and accurate products and services delivered in a timely fashion by a professional and proactive workforce.	Select all that apply: ☒ Mobility ☒ Accountability ☒ Preservation ☒ Safety ☒ Service
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5b. Additional Justification

Provide additional detail that should be considered during the evaluation of this project. This may include the consequences of what would happen should the project not be implemented. Existing Siemens controllers have experienced above average failures. The Tactics software has experienced shortcomings, a lack of support for bug fixes, and lack of modern development. The city no longer retains active licensing with Siemens for support. Replacement of aging cameras.
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6. Contact Information and Signature

PRIMARY CONTACT NAME (Responsible for Project Delivery) <i>Steven M. Grenier, P.E.</i>	TITLE <i>Director of Public Works, City of Green Bay</i>	
EMAIL ADDRESS <i>Steven Grenier@greenbaywi.gov</i>	TELEPHONE <i>920-448-3097</i>	
WISDOT REGIONAL LIAISON CONTACT NAME (Municipal Only)	MUNICIPAL SPONSOR EMAIL ADDRESS	
MUNICIPAL SPONSOR SIGNATURE (Responsible for 10% funding – Municipal Only) 	DATE <i>03/21/2024</i>	
SIGNATURE OF WISDOT REGIONAL OPERATIONS CHIEF (WisDOT Projects Only)	DATE	

REVISED 12/7/2023

#	Intersection	Controller Age	Controller Type	Cabinet Age	Controller	Cabinet	Ground Sleeve	Camera Replacement	Camera Type	Total 2026	Total 2027
1	ASHLAND - WALNUT	August 1, 2016	M50	2011	\$ 4,328.00					\$ 4,328.00	
2	SHAWANO - 12th	August 1, 2000	EPAC300	1996	\$ 4,328.00	\$ 16,500.00	\$ 550.00			\$ 21,378.00	
3	ASHLAND - MATHER	December 1, 1995	EPIC140	1988	\$ 4,328.00	\$ 16,500.00	\$ 550.00			\$ 21,378.00	
4	ASHLAND - MASON RAMPS	January 1, 2011	M50	2010	\$ 4,328.00	\$ 16,500.00	\$ 550.00			\$ 21,378.00	
5	ASHLAND - NINTH	October 1, 1995	EPAC300	1997	\$ 4,328.00	\$ 16,500.00	\$ 550.00				
6	BROADWAY - DOUSMAN	March 1, 2014	M50	2011	\$ 4,328.00			\$ 27,500.00	GridSmart 2015	\$ 31,828.00	
7	BROADWAY - WALNUT	August 1, 1993	EPIC140	1993	\$ 4,328.00	\$ 16,500.00	\$ 550.00			\$ 21,378.00	
8	MAIN - ADAMS	January 1, 2013	M50	2008	\$ 4,328.00	\$ 16,500.00	\$ 550.00	\$ 27,500.00	Iteris 2008		\$ 48,878.00
9	MAIN - MADISON	January 1, 2010	M50	2008	\$ 4,328.00	\$ 16,500.00	\$ 550.00	\$ 27,500.00	Iteris 2008		\$ 48,878.00
10	MAIN - MONROE	August 1, 2008	M50	2008	\$ 4,328.00	\$ 16,500.00	\$ 550.00	\$ 27,500.00	Iteris 2008		\$ 48,878.00
11	MAIN - WEBSTER	June 1, 2010	M50	2010	\$ 4,328.00	\$ 16,500.00	\$ 550.00	\$ 27,500.00	Iteris 2008		\$ 48,878.00
12	MAIN - ROOSEVELT	August 1, 2008	EPAC300	2008	\$ 4,328.00	\$ 16,500.00	\$ 550.00	\$ 27,500.00	Iteris 2008		\$ 48,878.00
13	MAIN - IRWIN	November 1, 2012	M50	2008	\$ 4,328.00	\$ 16,500.00	\$ 550.00	\$ 27,500.00	Iteris 2008		\$ 48,878.00
14	MAIN - BAIRD	August 1, 2008	EPAC300	2008	\$ 4,328.00	\$ 16,500.00	\$ 550.00	\$ 27,500.00	Iteris 2008		\$ 21,378.00
15	MAIN - ELIZABETH	January 1, 2004	EPIC140	1992	\$ 4,328.00	\$ 16,500.00	\$ 550.00				\$ 21,378.00
16	MAIN - DECKNER	January 1, 2000	EPIC140	1988	\$ 4,328.00	\$ 16,500.00	\$ 550.00				\$ 21,378.00
17	MAIN - ABRAMS	December 1, 1998	EPIC140	1987	\$ 4,328.00	\$ 16,500.00	\$ 550.00				\$ 21,378.00
18	MAIN - LIME KILN	March 1, 1996	EPIC140	1987	\$ 4,328.00	\$ 16,500.00	\$ 550.00				\$ 21,378.00
19	MAIN - AUTO PLAZA	February 1, 2012	M50	2012	\$ 4,328.00						\$ 4,328.00
20	MAIN - MANITOWOC	March 1, 2014	M50	2012	\$ 4,328.00						\$ 4,328.00
21	MASON - MITCHELL	December 1, 2020	M60	2021	\$ 4,328.00			\$ 27,500.00	GridSmart 2019	\$ 31,828.00	
22	MASON - MILITARY	November 1, 2012	M50	2010	\$ 4,328.00			\$ 27,500.00	GridSmart 2019	\$ 31,828.00	
23	MASON - FISK	November 1, 2020	M60	2020	\$ 4,328.00			\$ 27,500.00	GridSmart 2019	\$ 31,828.00	
24	MASON - RIDGE	November 1, 2020	M60	2020	\$ 4,328.00			\$ 27,500.00	GridSmart 2019	\$ 31,828.00	
25	MASON - ONEIDA	April 1, 2016	M60	2020	\$ 4,328.00			\$ 27,500.00	GridSmart 2019	\$ 31,828.00	
26	MASON - TWELFTH	January 1, 2021	M60	2020	\$ 4,328.00			\$ 27,500.00	GridSmart 2019	\$ 31,828.00	
27	MASON - MAIN	April 1, 2018	M60	2017	\$ 4,328.00						\$ 4,328.00
28	MILITARY - SHAWANO	June 1, 2010	M50	2010	\$ 4,328.00			\$ 27,500.00	Iteris 2010		\$ 31,828.00
29	MONROE - PINE	April 1, 2014	M50	2014	\$ 4,328.00						\$ 4,328.00
30	MONROE - WALNUT	April 1, 2014	M50	2014	\$ 4,328.00						\$ 4,328.00
31	MONROE - CHICAGO	April 1, 2014	M50	2014	\$ 4,328.00						\$ 4,328.00
32	MONROE - MASON RAMPS	August 1, 2014	M50	2014	\$ 4,328.00						\$ 4,328.00
33	SHAWANO - FISK	December 1, 1995	EPIC140	1983	\$ 4,328.00	\$ 16,500.00	\$ 550.00	\$ 27,500.00		\$ 48,878.00	
34	SHAWANO - ONEIDA	July 1, 2016	M50	2018	\$ 4,328.00						\$ 4,328.00
35	UNIVERSITY - QUINCY	November 1, 1995	EPAC300	1997	\$ 4,328.00	\$ 16,500.00	\$ 550.00			\$ 21,378.00	
36	UNIVERSITY - WEBSTER	April 1, 2017	M60	2017	\$ 4,328.00						\$ 4,328.00
37	UNIVERSITY - IRWIN	March 1, 1994	EPIC140	1988	\$ 4,328.00	\$ 16,500.00	\$ 550.00				\$ 21,378.00
38	UNIVERSITY - BAIRD	December 1, 1995	EPIC140	1989	\$ 4,328.00	\$ 16,500.00	\$ 550.00				\$ 21,378.00
39	UNIVERSITY - ELIZABETH	January 1, 2004	EPIC140	1990	\$ 4,328.00	\$ 16,500.00	\$ 550.00				\$ 21,378.00
40	UNIVERSITY - HENRY	March 1, 1994	EPIC140	1984	\$ 4,328.00	\$ 16,500.00	\$ 550.00				\$ 21,378.00
41	UNIVERSITY - DANZ	August 1, 2016	M60	2016	\$ 4,328.00						\$ 4,328.00
42	WALNUT - WASHINGTON	November 1, 2015	M50	2011	\$ 4,328.00			\$ 27,500.00	GridSmart 2020	\$ 31,828.00	
43	WALNUT - ADAMS	November 1, 2015	M50	2011	\$ 4,328.00			\$ 27,500.00	GridSmart 2020	\$ 31,828.00	
44	WALNUT - JEFFERSON	November 1, 2015	M50	2011	\$ 4,328.00			\$ 27,500.00	GridSmart 2018	\$ 31,828.00	
45	WALNUT - MADISON	January 1, 2013	M50	2011	\$ 4,328.00			\$ 27,500.00	GridSmart 2018	\$ 31,828.00	
46	SHAWANO - PERKINS	March 1, 1999	EPIC140	1995	\$ 4,328.00	\$ 16,500.00	\$ 550.00			\$ 21,378.00	
47	SHAWANO - GRAY	August 1, 1993	EPAC300	1987	\$ 4,328.00	\$ 16,500.00	\$ 550.00			\$ 21,378.00	
48	SHAWANO - SIEGLER	September 1, 2009	EPAC300	2009	\$ 4,328.00						\$ 4,328.00
49	MASON - MEACHAM	April 1, 2018	M60	2020	\$ 4,328.00						\$ 4,328.00
50	MONROE - PORLIER	January 1, 1997	EPAC300	1997	\$ 4,328.00	\$ 16,500.00	\$ 550.00	\$ 27,500.00	None	\$ 48,878.00	
51	MASON - PACKERLAND	March 1, 1994	EPAC300	1996	\$ 4,328.00	\$ 16,500.00	\$ 550.00				
52	MASON - COUNTRY CLUB	March 1, 2015	M50	2009	\$ 4,328.00	\$ 16,500.00	\$ 550.00				
53	MASON - ISBELL	November 1, 2002	EPAC300	2010	\$ 4,328.00	\$ 16,500.00	\$ 550.00				
54	HY 54/57 - UNIVERSITY WAY	November 1, 2016	M60	2016	\$ 4,328.00						\$ 4,328.00
55	MAIN - PECAN	February 1, 1999	EPAC300	1997	\$ 4,328.00	\$ 16,500.00	\$ 550.00			\$ 21,378.00	
56	MAIN - ST GEORGE	August 1, 2008	EPAC300	2008	\$ 4,328.00	\$ 16,500.00	\$ 550.00	\$ 27,500.00	Iteris 2008	\$ 48,878.00	
57	MASON - HINKLE	July 1, 1997	EPAC300	2001	\$ 4,328.00	\$ 16,500.00	\$ 550.00				
58	HY 54/57 - CLEMENT	January 1, 2017	M60	2016	\$ 4,328.00						\$ 4,328.00

Line Totals

\$251,024.00

\$511,500.00

\$17,050.00

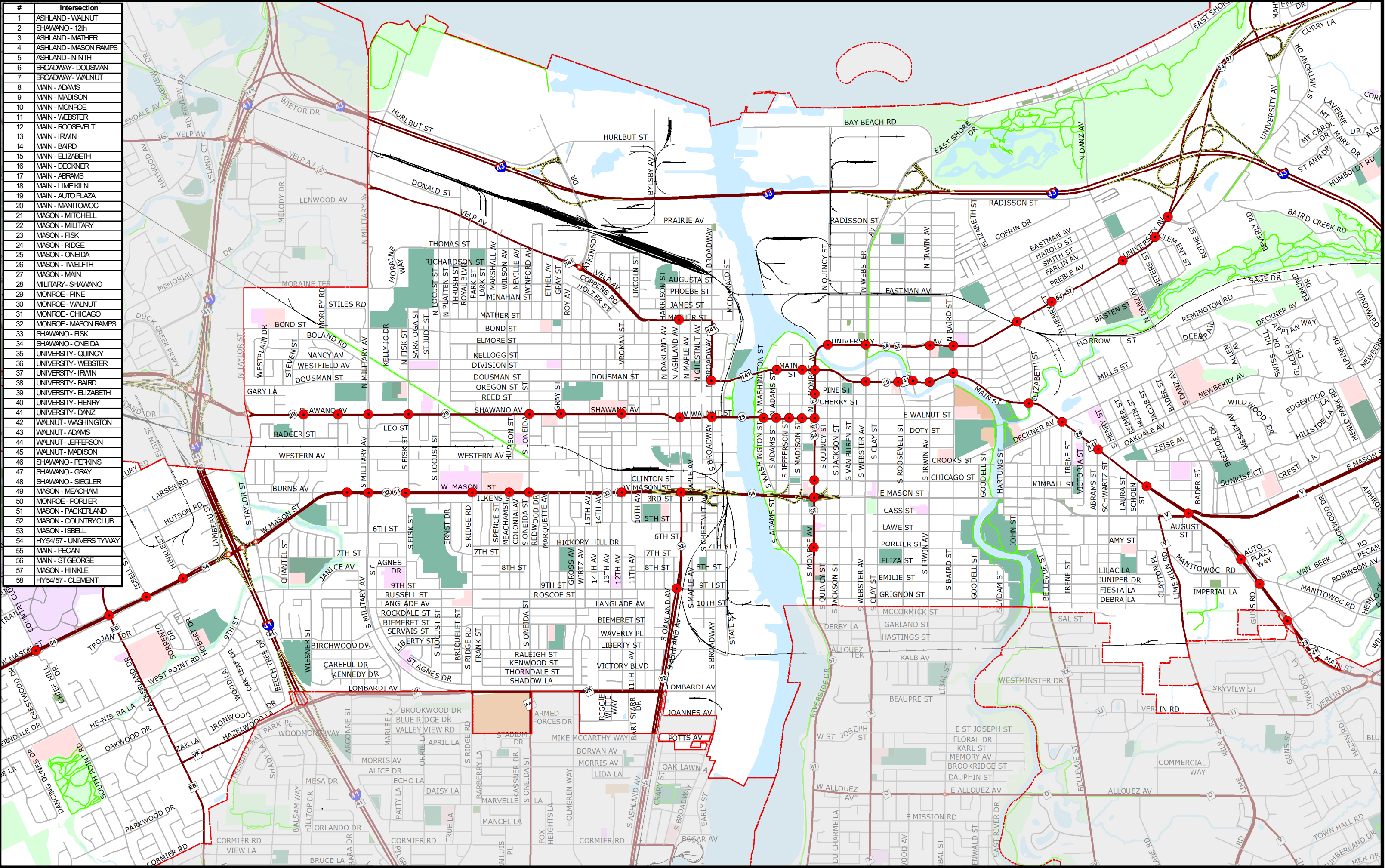
\$605,000.00

\$-

2026		2027	
Total	\$ 671,910.00	\$ 578,090.00	
10%	\$ 67,191.00	\$ 57,809.00	
		\$ 1,250,000.00	

Delete these locations as they will be rebuilt prior to grant

#	Intersection
1	ASHLAND - WALNUT
2	SHAWANO - 12th
3	ASHLAND - MATHER
4	ASHLAND - MASON RAMPS
5	ASHLAND - NINTH
6	BROADWAY - DOUSMAN
7	BROADWAY - WALNUT
8	MAIN - ADAMS
9	MAIN - MADISON
10	MAIN - MONROE
11	MAIN - WEBSTER
12	MAIN - ROOSEVELT
13	MAIN - IRWIN
14	MAIN - BAIRD
15	MAIN - ELIZABETH
16	MAIN - DECKNER
17	MAIN - ABRAMS
18	MAIN - LIMEKILN
19	MAIN - AUTO PLAZA
20	MAIN - MANITOWOC
21	MASON - MITCHELL
22	MASON - MILITARY
23	MASON - FISK
24	MASON - RIDGE
25	MASON - ONEIDA
26	MASON - TWELFTH
27	MASON - MAIN
28	MILITARY - SHAWANO
29	MONROE - PINE
30	MONROE - WALNUT
31	MONROE - CHICAGO
32	MONROE - MASON RAMPS
33	SHAWANO - FISK
34	SHAWANO - ONEIDA
35	UNIVERSITY - QUINCY
36	UNIVERSITY - WEBSTER
37	UNIVERSITY - IRWIN
38	UNIVERSITY - BAIRD
39	UNIVERSITY - ELIZABETH
40	UNIVERSITY - HENRY
41	UNIVERSITY - DANZ
42	WALNUT - WASHINGTON
43	WALNUT - ADAMS
44	WALNUT - JEFFERSON
45	WALNUT - MADISON
46	SHAWANO - PERKINS
47	SHAWANO - GRAY
48	SHAWANO - SIEGLER
49	MASON - MEACHAM
50	MONROE - PORLIER
51	MASON - PACKERLAND
52	MASON - COUNTRY CLUB
53	MASON - ISBELL
54	HY 54/57 - UNIVERSITYWAY
55	MAIN - PECAN
56	MAIN - ST GEORGE
57	MAIN - HINKLE
58	HY 54/57 - CLEMENT





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

MEETING DATE

September 11, 2024

PREPARED BY

AGENDA ITEM # E.6

Report the non-award of contract TRAFFIC I-24 RECTANGULAR RAPID-FLASHING BEACON (RRFB) BASE INSTALLATION.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

September 11, 2024

PREPARED BY

AGENDA ITEM # E.7

Consideration with possible action on request by CAR GREEN BAY LLC (Carnivore) for an easement to place a berm in the City of Green Bay right-of-way of vacated Finger Road/Vital Place east of their existing driveway.

BACKGROUND

Vital Place, formerly Finger Road, was terminated in the cul-de-sac east of Grandview Road when East Mason Street was extended in 2011. Ever since the cul-de-sac was constructed, the City has seen issues with not realizing that this road segment ends in a cul-de-sac, resulting in either unnecessary turning around or in some cases, accidents from motorists proceeding beyond the cul-de-sac into the ditch.

CAR GREEN BAY LLC (Carnivore) constructed a large industrial facility on Vital Place on the City's east side. They have a number of vehicles using their parking lot to turn around. Carnivore has requested to place a large earthen berm across the right-of-way as a visual deterrent to vehicles from coming down Vital Place.

RECOMMENDATION

Staff recommends approval of the request.

FISCAL IMPACT

None, all costs associated with this request will be borne by the petitioner.

ATTACHMENTS

- I. Berm Easement Agreement -FINAL

BERM
EASEMENT AGREEMENT

DOCUMENT NO. _____

THIS BERM EASEMENT AGREEMENT (the “Agreement”) is made and entered into as of the ____ day of _____, 2024, by and between CAR GREEN BAY (WI) LLC, a Delaware limited liability company and its successors or assigns (“CAR”) and THE CITY OF GREEN BAY, a Wisconsin municipal corporation and its successor or assigns (the “City”).

W I T N E S S E T H:

WHEREAS, CAR is the owner of that certain real property located in the City of Green Bay, Brown County, Wisconsin, as more particularly described in Exhibit A attached hereto and incorporated herein (“Parcel A”);

WHEREAS, the City is the owner of that certain real property and public right of way located adjacent to Parcel A in the City of Green Bay, Brown County, Wisconsin, as more particularly described in Exhibit B attached hereto and incorporated herein (“Easement Area”); and

WHEREAS, the City has agreed to grant to CAR a berm easement across a portion of the Easement Area for the construction and maintenance of a vegetated, earthen berm which shall consist of a planting of trees, shrubs, and other natural plantings (the “Berm”); and

WHEREAS, the parties acknowledge and agree that a portion of the Easement Area previously included an extension of a road formerly known as Finger Road which connected to Mason Street and such connection no longer exists; therefore, for safety reasons, it is prudent for CAR to construct and maintain the Berm to be a buffer between the end of such roadway and Mason Street so that drivers clearly understand such roadway ends and no longer connects to Mason Street.

NOW, THEREFORE, in consideration of the covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Grant of Easement for Construction and Maintenance of a Berm. The City grants and conveys to CAR, along with its respective tenants, agents, contractors, subcontractors, employees, successors, assigns and/or other affiliates, and CAR hereby accepts from the City, for the benefit of Parcel A, a perpetual, non-exclusive easement over that portion of Easement Area

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS

Godfrey & Kahn, S.C.
100 W. Lawrence Street
Appleton, WI 54911
Attn: Rebecca Hamrin

See Exhibit A

Parcel Identification Number

as is depicted and described in Exhibits B and C attached hereto for the construction and maintenance of the Berm.

2. Costs of Maintenance. CAR shall be responsible, at its sole cost and expense, and shall pay as and when due all costs associated with the construction, operation, maintenance and repair required or advisable with regard to the Berm. CAR shall maintain the Berm in accordance with all applicable federal, state and/or local laws, ordinances and regulations.

3. Warranties and Representations. The City hereby warrants and represents that it is the owner in fee of the Easement Area.

4. City Rights. The City shall have the right to conduct any activities within or upon the Easement Area as the City may deem necessary or desirable, provided that said activities or construction shall not unreasonably interfere with the intended use of the Easement Area. CAR hereby acknowledges that certain underground facilities of the City and the Green Bay Water Utility have been identified and located within and below the Easement Area. The City and the Green Bay Water Utility reserve the right to maintain and work on those facilities which may require the temporary removal, modification or destruction of the Berm. Any resulting costs of repair or replacement of the Berm due to such maintenance activities or work described in this section shall be at the sole cost and responsibility of CAR.

5. Indemnification. CAR hereby agrees to indemnify, defend and hold harmless the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of CAR or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers. CAR shall reimburse the City of Green Bay, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. This indemnity provision shall survive the termination or expiration of this Agreement.

In the event that CAR employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be CAR's responsibility to require and confirm that each sub-contractor enters into a certain indemnity agreement in favor of the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to the indemnity set forth in this Section 5.

6. No Joint Ventures. Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers.

7. Covenants Run with Land. All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by CAR and the City and their respective successors and assigns.

8. Amendments. This Agreement may be amended only by a writing signed by all parties hereto and duly recorded in the office of the Register of Deeds of Brown County, Wisconsin.

9. Governing Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

10. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one instrument.

11. No Public Dedication. This Agreement is not intended to, and should not be construed to create any rights in the general public or dedicate for public use any portion of the Easement Area.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have signed this Agreement to take effect as of the date first above written.

CAR GREEN BAY (WI) LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____)
) SS.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2024, the above-named _____, as _____ of CAR GREEN BAY (WI), LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Subscribed and sworn to before me
this ____ day of _____, 2024

Notary Public, State of _____
My commission expires: _____

[Signatures Continue on Following Page.]

THE CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor

By: _____
Celestine Jeffreys, Clerk

STATE OF WISCONSIN)
) SS.
COUNTY OF BROWN)

Personally came before me this ____ day of _____, 2024, the above-named _____ and _____, on behalf of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Subscribed and sworn to before me
this ____ day of _____, 2024.

Notary Public, State of Wisconsin
My commission expires: _____

This document was drafted by:
Godfrey & Kahn, S.C.
Attn: Rebecca Hamrin
100 W. Lawrence Street
Appleton, WI 54911

EXHIBIT A

Parcel A Legal Description

Lot One (1) of Certified Survey Maps, Map Number 9499, as Document Number 3012277; said Map being all of Lot 2 of Volume 53, Certified Survey Maps, Page 232, Map Number 7761, as Document Number 2351420, Brown County Records, located in Part of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 1, Township 23 North, Range 21 East, City of Green Bay, Brown County, Wisconsin.

Tax Key No.: 21-22

EXHIBIT B

Easement Area Legal Description

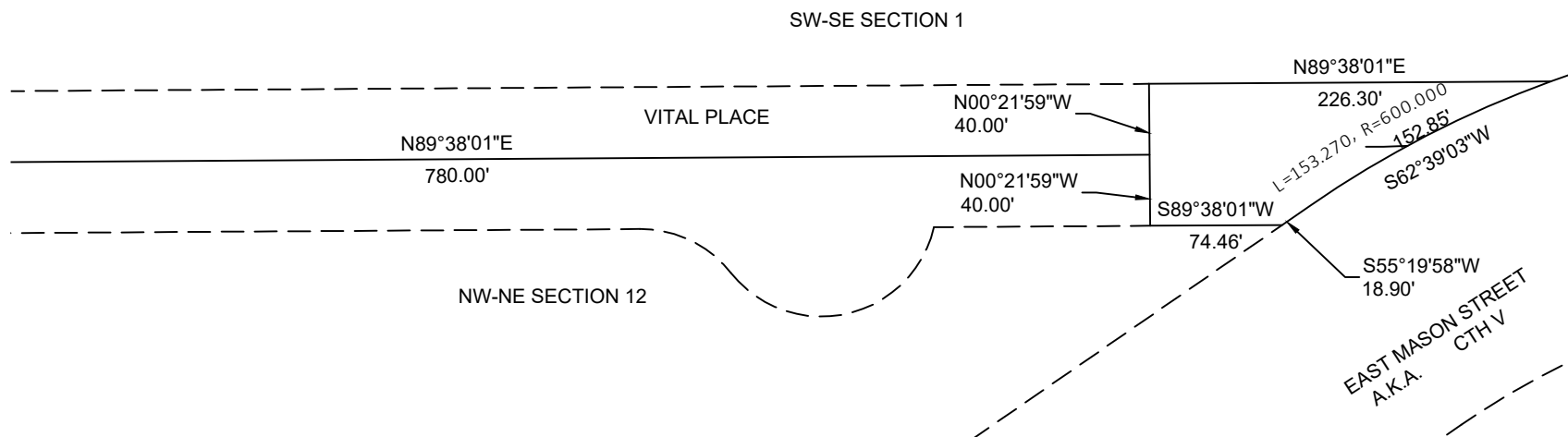
Part of the Southwest Quarter of the Southeast Quarter (SW1/4-SE1/4) of Section 1, and part of the Northwest Quarter of the Northeast Quarter (NW1/4-NE1/4), of Section 12, all in T23N-R21E, in the City of Green Bay, Brown County, State of Wisconsin.

LEGAL DESCRIPTION FOR VITAL PLACE

Commencing at the South 1/4 Corner of Section 1, T23N-R21E, also being the centerline of Vital Place and Grandview Road;
Thence N89°38'01"E, along the South line of the Southwest 1/4 of the Southeast 1/4 said Section 1, a distance of 780.00 feet to the POINT OF BEGINNING;
Thence N00°21'59"W 40.00 feet to the North right of way line of Vital Place;
Thence N89°38'01"E, along said North right of way line, a distance of 226.30 feet to the Northerly right of way line of East Mason Street, a.k.a. CTH V;
Thence 153.27 feet along said Northerly right of way line, being the arc of a 600.00 foot radius curve to the left whose long chord bears S62°39'03"W, 152.85 feet;
Thence S55°19'58"W, along the Northwesterly right of way line of East Mason Street, a.k.a. CTH V, a distance of 18.90 feet to the South right of way line of Vital Place;
Thence S89°38'01"W, along said South right of way line, a distance of 74.46 feet;
Thence N00°21'59"W, 40.00 feet to said South line and the POINT OF BEGINNING.

Part of the Southwest Quarter of the Southeast Quarter (SW1/4-SE1/4) of Section 1, and part of the Northwest Quarter of the Northeast Quarter (NW1/4-NE1/4), of Section 12, all in T23N-R21E, in the City of Green Bay, Brown County, State of Wisconsin.

EXHIBIT C
DEPICTION OF EASEMENT AREA



LEGAL DESCRIPTION FOR VITAL PLACE

Commencing at the South 1/4 Corner of Section 1, T23N-R21E, also being the centerline of Vital Place and Grandview Road;
 Thence $N89^{\circ}38'01''E$, along the South line of the Southwest 1/4 of the Southeast 1/4 said Section 1, a distance of 780.00 feet to the **POINT OF BEGINNING**;
 Thence $N00^{\circ}21'59''W$ 40.00 feet to the North right of way line of Vital Place;
 Thence $N89^{\circ}38'01''E$, along said North right of way line, a distance of 226.30 feet to the Northerly right of way line of East Mason Street, a.k.a. CTH V;
 Thence 153.27 feet along said Northerly right of way line, being the arc of a 600.00 foot radius curve to the left whose long chord bears $S62^{\circ}39'03''W$, 152.85 feet;
 Thence $S55^{\circ}19'58''W$, along the Northwestern right of way line of East Mason Street, a.k.a. CTH V, a distance of 18.90 feet to the South right of way line of Vital Place;
 Thence $S89^{\circ}38'01''W$, along said South right of way line, a distance of 74.46 feet;
 Thence $N00^{\circ}21'59''W$, 40.00 feet to said South line and the **POINT OF BEGINNING**.



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

MEETING DATE

September 11, 2024

PREPARED BY

AGENDA ITEM # E.8

Report of actions taken by the Department of Public Works.

- A. Granting of Licenses
 - I. Sidewalk Builder
 - a. Precision Flatwork

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

September 11, 2024

PREPARED BY

AGENDA ITEM # F.I

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

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None