

**MINUTES OF THE
IMPROVEMENT & SERVICE COMMITTEE
Wednesday, May 13, 2015
ROOM 207, CITY HALL
5:30 p.m.**

MEMBERS: Brian Danzinger, Joe Moore, David Nennig, Jerry Wiezbiskie

1. Approval of the minutes from the regular meeting on April 29, 2015.

A motion was made by Ald. Wiezbiskie and seconded by Ald Moore to approve the minutes from the regular meeting on April 29, 2015. Motion carried.

2. Approval of the agenda.

To accommodate those in attendance, item numbers 10, 8 and 9 were taken out of order, and then the Committee returned to the proposed agenda.

A motion was made by Ald. Moore and seconded by Ald. Nennig to approve the agenda as amended. Motion carried.

3. Request by Ald. Thomas DeWane to discuss, with possible action, whether the homeowner or the City should be responsible for damage in front of 641-645 Wellen Drive.

Director Grenier had discussed the issue with Alderman DeWane. Department of Public Works (DPW) staff recommends that this issue be referred to staff for review.

A motion was made by Ald. Moore and seconded by Ald. Wiezbiskie to refer to staff for review the request by Ald. Thomas DeWane whether the homeowner or the City should be responsible for damage in front of 641-645 Wellen Drive. Motion carried.

4. Request by Ald. Scannell to study downtown pedestrian traffic at crossing points without lights taking into account the increase of foot traffic downtown apartments will bring.

DPW recommends that the downtown pedestrian traffic at crossing points without lights be referred to the Traffic Division to be studied. After Traffic Division completes the study the study will be brought before the Committee.

A motion was made by Ald. Wiezbiskie and seconded by Ald. Nennig to refer to the Traffic Division the request by Ald. Scannell to study downtown pedestrian traffic at crossing points without lights taking into account the increase of foot traffic downtown apartments will bring. Motion carried.

5. Request by the Department of Public Works to enter into a 3-party agreement with the Department of Transportation and OMNNI Associates for design services associated with the reconstruction of Gray Street, Dousman Street – Velp Avenue, in the amount of \$160,298.89.

The selection process was discussed and placed on file at a recent I & S meeting. The consultant for the project was selected and a 3-party agreement negotiated. The cost for the design is split between the Wisconsin Department of Transportation (WDOT) and the City on an 80/20 split. The cost that is split at 80/20 only contains the costs for participating items. Examples of items not included in the 80/20 cost split include water mains, sanitary sewers and architectural lighting. The construction costs are also split 80/20 between the WDOT and the City up to a pre-determined maximum cost. DPW staff requests authorization to enter into a 3-party agreement with the Department of Transportation and OMNNI Associates for design services associated with the reconstruction of Gray Street, Dousman Street- Velp Avenue in the amount of \$160,298.89, and authorize the Director of Public Works to execute the agreement.

A motion was made by Ald. Wiezbiskie and seconded by Ald Nennig to approve the request by the Department of Public Works to enter into a 3-party agreement with the Department of Transportation and OMNNI Associates for design services associated with the reconstruction of Gray Street, Dousman Street – Velp Avenue, in the amount of \$160,298.89, and authorize the Director of Public Works to execute the agreement. Motion carried.

6. Request by the Department of Public Works to enter into a 3-party agreement with the Department of Transportation and OMNNI Associates for design services associated with the reconstruction of Mather Street, Vroman Street – Roy Avenue, in the amount of \$112,125.24.

The selection process was discussed and placed on file at a recent I & S meeting. The consultant for the project was selected and a 3-party agreement negotiated. The cost for the design is split between the WDOT and the City on a 80/20 split. The cost that is split at 80/20 only contains the costs for participating items. Examples of items not included in the 80/20 cost split include water mains, sanitary sewers and architectural lighting. The construction costs are also split 80/20 between the WDOT and the City up to a pre-determined maximum cost. DPW staff requests authorization to enter into a 3-party agreement with the Department of Transportation and OMNNI Associates for design services associated with the reconstruction of Mather Street, Vroman Street-Roy Avenue in the amount of \$112,125.24, and authorize the Director of Public Works to execute the agreement.

A motion was made by Ald. Wiezbiskie and seconded by Ald Nennig to approve the request by the Department of Public Works to enter into a 3-party agreement with the Department of Transportation and OMNNI Associates for design services associated with the reconstruction of Mather Street, Vroman Street – Roy Avenue, in the amount of \$112,125.24, and authorize the Director of Public Works to execute the agreement. Motion carried.

7. Discussion with possible action on instituting a fee for service for removal of waste or recycling cart from public right-of-way.

Director Grenier stated that the primary complaint received is residents leaving recycling and/or refuse carts in the right-of-way. DPW staff calculated the proposed service fee of \$32.00 per incident based upon 1/3 of an hour. The service fee consists

of costs for the vehicle and labor costs. If a cart is loaded and left in the right-of-way the resident would be subject to an early set out charge. DPW staff anticipates that there will be a couple hundred violators when the service fee is initiated but that number should taper off over time. DPW staff recommends putting a notice in the newspaper announcing a proposed start date for the service fee of July 1, 2015, a news release, and publication on City's website and social media outlets. All of the Aldermen will also be sent an email with the information. When/if DPW staff has to remove a cart from the right-of-way, the cart will be placed by DPW in a location that meets the intent of the ordinance. The violators of this policy will have the option of appealing the service fee. If warnings for first time offenders are used they would be attached to the carts so that the resident is notified immediately.

Ald. Danzinger would prefer to error on the side of caution and possibly only issue warnings from the date of inception until Sept. 01, 2015, and then enforce the service fee.

Ald. Moore stated that the Director should initially address the appeals similar to the cart location appeals. The established policy should include a warning for a first time offense and then enforce the service fee on all subsequent offenses. The method of determining the service fee amount and the amount is acceptable.

Ald. Nennig stated he prefers warnings and service fee notifications be attached to the carts at the time of violation. Tagging the carts gets the message to the user of the cart. Tagging the cart should help alleviate the tenant landlord lack of communication issue. At the end of the year when the new collection calendars are distributed a summary sheet on the service fee should be included.

Ald. Wiezbiskie stated that violators should be charged the service fee on the first offense. The service fee should be enacted sooner than later.

A motion was made by Ald. Moore and seconded by Ald. Wiezbiskie to approve instituting a service fee of \$32.00 for removal of waste or recycling cart from public right-of-way where a warning will be issued for first offense, with public education effort to include publication in newspaper, press release to media, and publication on City website and social media sites. Motion carried.

8. Report of the Purchasing Manager:

A. Request approval to award the purchase of a Front End Loader w/ Bucket, Plow & Wing to Airing Equipment Co. for \$171,238.

Director Grenier reviewed the seven (7) public bids received. The equipment was bid with the option of providing new equipment or demo (used) model equipment. The two (2) demo models quoted had 571 hours and 750 hours of operation. The pricing difference between new equipment and demo equipment was not significant enough to purchase a demo model. DPW staff recommends awarding the purchase of a Front End Loader w/ Bucket, Plow & Wing to Airing Equipment Co. in the amount of \$171,238.00.

A motion was made by Ald. Moore and seconded by Ald. Nennig to approve the report of the Purchasing Manager:

- A. To approve to award the purchase of a Front End Loader w/ Bucket, Plow & Wing to Airing Equipment Co. for \$171,238.

Motion carried.

- 9. Review and award the following contracts to the low responsive bidders:

- A. GREEN BAY WATER UTILITY DREDGING OF SLUDGE LAGOON NO. 1
- B. GREEN INFRASTRUCTURE PARKING LOT FOR BAY BEACH
- C. RESURFACING 1-15
- D. SEWERS 2-15 (INCLUDING WATER MAIN)

Director Grenier referred the Committee to the bid summary sheets included in their packets. He suggested that a common vote be held including all four contracts. He summarized the bids received for Green Bay Water Utility Dredging of Sludge Lagoon No.1, Green Infrastructure Parking Lot for Bay Beach, Resurfacing 1-15, and Sewers 2-15. Green Bay Water Utility was consulted for their recommendation on the Green Bay Water Utility Dredging of Sludge Lagoon No. 1 contract and they recommended awarding the contract to Synagro. The Green Infrastructure Parking Lot for Bay Beach should be awarded contingent upon Parks Department receiving United States Environmental Protection Agency (US EPA) approval. There are US EPA grant monies for the parking lot contract. DPW staff recommends approval of the contracts to the low, responsive bidders with the Green Infrastructure Parking Lot for Bay Beach contract being awarded contingent upon Parks Department receiving US EPA approval.

A motion was made by Ald. Wiezbiskie and seconded by Ald. Moore to approve the award of the following contracts to the low, responsive bidders:

- A. To approve to award contract GREEN BAY WATER UTILITY DREDGING OF SLUDGE LAGOON NO. 1 to the low, responsive bidder, Synagro, in the amount of \$90,790.00.
- B. To approve to award contract GREEN INFRASTRUCTURE PARKING LOT FOR BAY BEACH to the low, responsive bidder, Peters Concrete Company, in the amount of \$1,052,775.10 contingent upon Parks Department receiving Environmental Protection Agency approval.
- C. To approve to award contract RESURFACING 1-15 to the low, responsive bidders:
 - Part A to Martell Construction in the amount of \$365,656.00
 - Part B- Northeast Asphalt, Inc. in the amount of \$1,492,600.00
- D. To approve to award contract SEWERS 2-15 (INCLUDING WATER MAIN) to the low, responsive bidder, DeGroot Inc., in the amount of \$420,335.89.

Motion carried.

10. Request by Somerville, Inc (contractor) on behalf of GB Future 503, LLC (owner) to place canopy and façade overhangs within the Main Street and Madison Street rights-of-way at 503 Main Street.

Director Grenier referred members of the Committee to Item No. 10 in their packets. The building in question is the old Schreiber Foods Group Engineering offices. The renderings show the new canopies and façade overhangs. DPW staff recommends approval of the Hold Harmless Agreement contingent upon receiving the applicable insurance certificate, GB Future 503 LLC receiving all necessary City approvals and authorization to the Mayor and City Clerk to execute the agreement.

A motion was made by Ald. Wiezbiskie and seconded by Ald. Moore to approve the request by Somerville, Inc (contractor) on behalf of GB Future 503, LLC (owner) to place canopy and façade overhangs within the Main Street and Madison Street rights-of-way at 503 Main Street contingent upon a Hold Harmless Agreement being executed, receiving the applicable insurance certificate, GB Future 503 LLC receiving all necessary City approvals and authorizing the Mayor and City Clerk to execute the agreement. Motion carried.

11. Request by Smet Construction Services (contractor) on behalf of Meyer Theatre Corp. (owner) to place awnings and lighting within the S Washington Street right-of-way at 101 S Washington Street.

Director Grenier referred members of the Committee to Item No. 11 in their packets. The renderings show the new canopies and coach lights. DPW staff recommends approval of the Hold Harmless Agreement contingent upon receiving the applicable insurance certificate, Meyer Theatre Corp. receiving all necessary City approvals and authorization to the Mayor and City Clerk to execute the agreement.

A motion was made by Ald. Wiezbiskie and seconded by Ald. Nennig to approve the request by Smet Construction Services (contractor) on behalf of Meyer Theatre Corp. (owner) to place awnings and lighting within the S Washington Street right-of-way at 101 S Washington Street contingent upon a Hold Harmless Agreement being executed, receiving the applicable insurance certificate, Meyer Theatre Corp. receiving all necessary City approvals and authorizing the Mayor and City Clerk to execute the agreement. Motion carried.

12. Application for a Tree & Brush Trimmer License by David Warden Tree Service.

David Warden Tree Service held a Tree & Brush Trimmer License in 2011. DPW staff recommends approval of the application for a Tree & Brush Trimmer License by David Warden Tree Service.

A motion was made by Ald. Wiezbiskie and seconded by Ald. Nennig to approve the application for a Tree & Brush Trimmer License by David Warden Tree Service. Motion carried.

13. Applications for Concrete Sidewalk Builder's Licenses by the following:

- A. Brian's Quality Concrete, Inc.
- B. Sommers Construction
- C. Weidner Concrete Construction, LLC

All of the contractors have a held a license with the City within the last three years. DPW staff recommends approval of all the applications for Sidewalk Builder's Licenses.

A motion was made by Ald. Wiezbiskie and seconded by Ald. Nennig to approve the applications for Concrete Sidewalk Builder's Licenses by the following:

- A. Brian's Quality Concrete, Inc.
- B. Sommers Construction
- C. Weidner Concrete Construction, LLC

Motion carried.

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

Director Grenier stated that contract bids received so far by the City have indicated that prices have risen 15-20 percent over last year.

Effective May 12, 2015 DPW staff will be performing another round of spring bulk pick-up. This round of pick-up is not an advertised round and will be the fifth round of the spring. Performing this round of spring yard waste pick-up does mean that grass cutting and pothole patching has been put on hold until the pick-up is completed. The attachments that are fitted to the various pieces of equipment used determine what operations can be performed with that equipment.

The Director read into the minutes his email dated May 7, 2015 to the members of this Committee. The email is included in these minutes as an attachment.

The Director stated that seventeen (17) tipper cart storage location exemptions have been issued in the month of May. Requests for exemptions can be emailed to Ms. Debbie Epping at DebbieHa@greenbaywi.gov for processing.

To receive and place on file the verbal Director's Report on recent activities of the Public Works Department.

A motion was made by Ald. Moore and seconded by Ald. Wiezbiskie to receive and place on file the verbal Director's Report on the recent activities of the Public Works Department. Motion carried.

A motion was made by Ald. Moore and seconded by Ald. Wiezbiskie to adjourn the meeting. Motion carried.

Meeting adjourned at 6:25 p.m.

Steven Grenier

From: Steven Grenier
Sent: Thursday, May 07, 2015 9:40 AM
To: District One; District Five; District Six; District Eleven
Subject: Sole Source Procurement for Quincy Street Lift Station

Members of the Improvement & Services Committee:

I will be bringing forward the following as a formal report to the next regularly scheduled meeting of the Improvement & Services Committee on May 13, 2015. However, having this information in hand, I wanted to share it with you as soon as possible.

The last time a pump similar to the Quincy Street Lift Station Pump #1 needed repair was prior to my involvement in this area of DPW. In discussing how these repairs had been handled previously with staff members who were here and involved at the time, the pump was sent back to the manufacturer's representative, LW Allen, in Madison. LW Allen then sent the pump directly to RER in Sussex for repair. This is how we learned of RER and what they did. LW Allen charged an administrative mark-up on the work, which staff remembers as being "substantial". As I mentioned at the last committee meeting, due to the unique nature of the work, and pumps being somewhat proprietary, you really don't want one manufacturer working on another's pump. This also does not lend the work readily to our routine service procurement process, as there aren't a large number of pump repair vendors in the industry. Manufacturers are also typically very particular in who they want working on their equipment, often regulating the work to licensed/certified/authorized service agencies.

There are other items relative to the previous work that should be considered. As I mentioned at committee, these pumps, both storm and sanitary, are considered critical infrastructure. Failure of a lift station would have disastrous effects on the areas within the City being served by the station. The previous work did not come through committee for approval. This leads us to conclude that the previous pump repairs were considered to be emergency conditions, for which the Director has the authority to complete the work at a staff level without the need for committee/council approval.

When we noted that Quincy Pump #1 needed some type of repair, I worked with Roy Campbell in the Electrical Section to have this work completed. Roy spoke with LW Allen, I believe in late February/early March. LW Allen informed Roy that they would send the pump either to RER, or directly to Fairbanks Morse in Missouri for repair. LWA provided a sight-unseen budgetary estimate of \$90,000 - \$100,000 to repair the pump, and suggested we consider replacement at \$150,000. Roy then reached out directly to RER, based upon the last time we had a Fairbanks pump repaired, and we shipped the pump to them to inspect. This was based on both previous service and distance (Sussex vs. Missouri). RER provided us with the quote of \$70,400 to repair. At that time, we brought forward the recommendation to award.

It is my opinion that staff had properly completed due diligence before bringing the request to sole source forward to committee by contacting the manufacturer's representative and obtaining both alternatives and budgetary costs. This type of repair cannot be routed through our normal purchasing procurement process due to the nature of the pumps themselves, the number (or lack thereof) of qualified firms to complete the work, the proprietary nature of the pumps, and having to ship these very large pieces of equipment to the service vendor to determine the full scope of services. The authorized dealer provided us with the two service providers and a budgetary quotation. Staff, based on proximity (which affects shipping costs) and previous history, worked directly one of the service providers to refine the scope and reduce the repair costs \$20,000 – 30,000 below the budgetary estimate.

I am therefore awarding this sole source contract to RER and am authorizing them to complete the repairs to the pump to get it back in service.