



AGENDA OF THE IMPROVEMENT AND SERVICES COMMITTEE

WEDNESDAY, MAY 25, 2022, 5:00 PM

Amended

Immediately following Parks Committee.

- A. Roll Call.**
- B. Approval of the Agenda.**
- C. Approval of Minutes.**
- D. Regular Business.**
 - 1. Consideration with possible action on request by Georgia-Pacific to enter into a Developer's Agreement to modify public infrastructure to accommodate an expansion of the Broadway facility.
 - 2. Consideration with possible action on request by Department of Public Works for the Improvement and Services Committee to adopt a resolution declaring the temporary repair of Chantel Street a public emergency.
 - 3. Consideration with possible action on request by Department of Public Works to award the following contracts at a staff level and report the award at the next regular meeting of the Improvement and Services Committee.
 - A. PAVEMENT 3-22 S. VAN BUREN STREET RECONSTRUCTION
 - B. PAVEMENT 4-22 COURIER ROAD RESURFACING
 - C. SIDEWALKS 2022
 - 4. Consideration with possible action on request by Department of Public Works to award a contract for Construction Inspection Services to Coleman Engineering Company in the

amount of \$186,498.

5. Consideration with possible action on Report of the Purchasing Agent for Parking Division to purchase a 2022 John Deere tractor to replace unit P909.
6. Consideration with possible action on the review and award of the following contracts:
 - A. ASPHALT PAVING 2022
 - B. GBMFD 1-22 MAINTENANCE GARAGE HVAC
 - C. PAVEMENT 2-22 ELMORE STREET RECONSTRUCTION
7. Consideration with possible action on request by Department of Public Works to award a professional services contract for design of the Tank Farm Marsh project to GEI Consultants, Inc. in the amount of \$173,998.

E. Informational.

1. Director's Report on recent activities of the Public Works Department.
2. The next Improvement and Services Committee meeting is scheduled for June 22, 2022.

F. Public Hearings.

G. 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

May 25, 2022

PREPARED BY

AGENDA ITEM # D.I

Consideration with possible action on request by Georgia-Pacific to enter into a Developer's Agreement to modify public infrastructure to accommodate an expansion of the Broadway facility.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Letter of Intent to City of Green Bay (5.19.22)
2. Infrastructure Development Agreement (GP Comments 4.25.22)



Georgia-Pacific Broadway LLC
1919 S. Broadway Street
Green Bay, WI 54304

May 19, 2022

City of Green Bay
Attn: Mr. Steven M. Grenier
Director of Public Works
City of Green Bay
100 North Jefferson Street
Green Bay, WI 54301
stevengr@greenbaywi.gov

Re: Non-Binding Letter of Intent to Enter into Developers Agreement for Rerouting of Sanitary Sewer

Dear Steve:

I am writing you this letter to express the interest of Georgia-Pacific Broadway LLC in entering into a Developers Agreement with the City of Green Bay for the purpose of moving the public works currently located within Georgia-Pacific Broadway LLC's Green Bay facility to a new location located within the facility. Moving these public works will enable Georgia-Pacific Broadway LLC to expand the facility.

Please note that this letter is intended solely to show interest in the project described above. Georgia-Pacific Broadway LLC, its affiliates, and its representatives, shall not have any legally binding obligations, rights, or liabilities of any nature whatsoever to any party pursuant to this non-binding letter of intent.

If I can assist in answering any additional questions or concerns, please do not hesitate to let me know.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Tim R. Ellsworth', written in a cursive style.

Tim R. Ellsworth
Vice President - Manufacturing
Georgia-Pacific Broadway LLC

Cc: Matthew R. Heckenlaible, P.E.
Utility Manager
City of Green Bay
Department Public Works – Utility Section
Matt.Heckenlaible@greenbaywi.gov

DEVELOPER'S AGREEMENT

This Agreement is made this ____ day of _____, 2022, by and between **Georgia Pacific (Legal Entity Name)**, (hereinafter the "Developer") and the City of Green Bay, a municipal corporation of the State of Wisconsin, located in Brown County, Wisconsin (hereinafter the "City").

WHEREAS, the Developer is the owner of lands within the City legally described as:

(INSERT OFFICIAL LEGAL DESCRIPTION HERE)

WHEREAS, the Improvement and Services Committee has authorized, as approved by the Common Council, the City to enter into a Developer's Agreement for purposes of completing the **GP - CINCO** improvements as submitted, reviewed, and approved by City staff.

NOW, THEREFORE, in consideration of the approval by the City of the site plan and associated utility plans prior to the installation and completion of all required improvements, it is agreed as follows:

- I. **Installation of Improvements.** Improvements include all projects identified in Section I, Subsections A through E (hereinafter "Improvements"). All Improvements shall be constructed by the Developer in accordance with design plans submitted by the Developer and approved by the Director of Public Works (hereinafter "Director"). Said plans and materials used shall comply with the current edition of the City of Green Bay Standard Specifications and Construction Standards for Public Works Construction including all supplements, unless otherwise approved by the Director. The applicable design plans shall be approved by the Director prior to commencement of construction of each Improvement. The Director, in his sole determination, may order amendments to the approved plans in the event that actual conditions of the site upon inspection require said amendments to ensure the safety, quality and durability of the Improvements. The Developer is further responsible for obtaining any and all necessary permits for the Improvements. A copy of all permits issued by agencies, other than the City, shall be submitted to the Director. The Developer may begin work on the Improvements upon conditional approval of the site plan and upon Developer obtaining all necessary permits. All Improvements shall be constructed by a contractor hired by the Developer subject to the approval of the City, which approval shall not be unreasonably withheld.

Any and all Contractors or Subcontractors retained by the Developer who will work within existing or proposed right-of-way, or existing or proposed City-owned easements, shall have required bonding and insurance on file with the City Risk Management Division and current Bidders Proof of Responsibility with the Department of Public Works before starting such work.

A. Streets.

1. The streets shall be reconstructed as depicted by the Developer in the conditionally approved site plan. Streets shall consist of concrete pavement over gravel base with integral concrete curb and gutter on both sides of each street.

B. Sanitary Sewer Collection.

1. The Developer shall furnish, construct and install all sanitary sewers in the Development. The size and location of the sanitary sewer shall be approved by the Director prior to commencement of work, [such approval not to be unreasonably withheld](#).
2. The Developer shall install sanitary sewer laterals to serve each lot in the CSM [\[need to define\]](#). All laterals shall be installed to the lot line and shall remain under the ownership and control of the Developer or owner of lot or its successor or assign.
3. All sanitary sewer main and lateral construction shall be completed prior to the start of street construction.

C. Storm Sewers and Stormwater Management Facilities.

1. The Developer shall furnish, construct and install storm sewers as needed in the Development. The size and location of the storm sewers shall be approved by the Director prior to commencement of work, [such approval not to be unreasonably withheld](#).
2. The Developer shall install any necessary stormwater service laterals. All laterals shall be installed to the lot line and shall remain under the ownership and control of the Developer or owner of lot or its successor or assign.
3. All storm sewer main and lateral construction shall be completed prior to the start of construction of the street.

D. Erosion Control Plan.

1. Prior to the commencement of construction, the Developer must receive approval from the City of an erosion control plan that conforms to City, state and federal laws and regulations. The Developer shall comply with the approved erosion control plan at all times or be subject to daily citations and penalties.

2. It is the Developer's responsibility to ensure permits are also received from any other state or federal agency as may be required, including under NR 216 of the Wisconsin Administrative Code.
3. In the event the Developer fails to comply with the erosion control plan and fails to take timely and corrective action with respect to correction orders, the City may take any action reasonably necessary to implement the approved erosion control plan and all costs to implement said plan shall be the responsibility of the Developer. In this event, the City may draw upon the Developer's letter of credit under Section IV, Subsection C of this Agreement to cover the costs of implementing the erosion control plan.

II. **Permits and Fees.**

A. **Building Permits.** The City shall allow the Developer to apply for and receive building permits concurrently with the construction of infrastructure being constructed under this Developer's Agreement.

B. **Occupancy Permits.** The City will not issue an occupancy permit for any building within Project CINCO [need to define] until the Improvements necessary for said building are accepted and dedicated and all fees related to the dedicated Improvements are paid. All other necessary utilities, including but not limited to telephone/fiber optic, electric and gas utilities, must also be connected and in operating condition for an occupancy permit to be issued. The Developer may request dedication of the Improvements in phases, however, no less than a completed street or significant portion thereof shall be dedicated. The City will not be required to accept dedication of a single Improvement (sewer main, water main, etc.) without the dedication of all other related improvements in the street.

C. **Reimbursement of City Costs.**

1. The Developer shall reimburse the City for any and all actual costs, including wages, salaries, benefits and administrative costs, related to City review and approval of plans and design, for inspection of the Improvements, and for conversion of the Developer's as-built documentation into the City's permanent record system (GIS). The City shall invoice the Developer the actual wage and benefit costs plus a 20% administrative charge. Developer shall submit payment of this invoice within 30 days of receipt of each invoice. [Could you please provide guidance on what these costs would be?]

2. The Developer shall pay the actual costs for inspection and testing of the Improvements and materials used therein that are performed by independent agencies.

III. Dedication of Improvements.

A. Completion Date.

1. All Improvements shall be completed by September 1, 2022 (hereinafter the "Completion Date").
2. Developer's performance hereunder shall not be subject to breach if due to force majeure, including but not limited to acts of God, weather, strikes, and shortages in materials ~~and~~ labor.
3. In the event the Improvements are not completed by the Completion Date, except where due to force majeure, including acts of God, weather, labor strikes ~~or and severe~~ shortages in labor or materials, the City may perform, install, replace, repair, construct or arrange for the performance, installation, replacement, repair or construction of any work or improvements not completed by the Developer in accordance with this Agreement and the City's standard specifications. Prior to proceeding with such performance, installation, replacement, repair or construction, the City shall give the Developer written notice of any deficiency in the Developer's performance and allow not less than ~~630~~ calendar days for the Developer to correct such deficiency, or if such deficiency cannot be reasonably completed in such time, to begin correction of the deficiency. The Developer shall pay the City all reasonable costs associated with such performance, installation, replacement, repair or construction. ~~The City may draw on the letter of credit for such costs pursuant to Section IV, Subsection C of this Agreement.~~

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B. Inspection.

1. All Improvements and materials used in Improvements shall be inspected by the City, unless otherwise agreed to by the City.
2. Within 30 days of approval of Improvements, which shall not be unreasonably withheld, the Director shall report the satisfactory completion and recommend acceptance of the Developer's dedication of the Improvements to the Common Council.

C. As-Built.

1. After completion of all public improvements and prior to final acceptance of the dedication of the Improvements, the Developer shall prepare and have approved by the City as-built documents. As-built documents shall be submitted as a hard paper copy and in electronic (AutoCad and PDF) formats.
2. Developer shall also provide a complete breakdown of costs for each improvement for accounting of City assets [\[INTD – what is being requested here?\]](#).

D. Dedication.

1. Subject to all of the other provisions of this Agreement and the exhibits hereto attached, the Developer shall, upon completion of the Improvements, unconditionally, and without charge to the City, give, grant, convey and fully dedicate the same with the exception of sanitary and storm sewer laterals and water laterals lying outside of dedicated right-of-way, to the City, its successors and assigns forever, free and clear of all encumbrances whatever; together with (without limitation because of enumeration) all land, buildings, structures, mains, conduits, pipes, lines, plant machinery, equipment, appurtenances and hereditaments which may in any way be a part of or pertain to the Improvements, together with any and all necessary easements for access thereto.
2. Upon Developer meeting all of the terms of this Agreement, the City shall accept dedication of the Improvements. The City Clerk shall provide the Developer with a certified copy of the Common Council resolutions accepting Improvements hereunder which the Developer may record to evidence compliance with this Agreement.
3. Upon acceptance of the dedication of Improvements, the City shall have the right to connect ~~or~~ integrate ~~or otherwise alter~~ the Improvements as it deems necessary and without payment, notice or consent of the Developer.

IV. Warranties and Guarantees.

- A. Improvement Guarantee.** The Developer guarantees all Improvements against defects which appear within a period of one year from the date of acceptance of the dedication by the City as herein provided.

- ~~1. The Developer shall televise all mainline sanitary and storm sewers two (2) months prior to the expiration of the warranty and deliver a copy of the televising report and video (flash drive or portable hard drive) to the City.~~
2. In the event of a defect or failure of any Improvement, Developer shall pay for the cost of repair and any corresponding damages resulting from the defect or failure of the Improvement.
- ~~3. If Developer fails to make the requested repairs within 30 days of written notice of the defect, the City may make the repairs and all costs associated with the repair shall be the responsibility of the Developer. The Developer may request reasonable extensions from the 30 day period. Such requests shall be made in writing to the Director.~~
- ~~4. Notice requirements shall not apply in emergency situations. In emergencies, the City may proceed with repairing the defect and shall submit notice of the defect and the repair to Developer within seven business days. The Developer shall be responsible for all costs associated with the repair.~~

B. Title Warranty.

1. The Developer warrants that the Developer is the owner of all property within the CSM, that the Developer has full right and authority to make the agreements, warranties, consents and waivers in this Agreement and that upon recording the resolution accepting dedication of the Improvements, the City shall have good, indefeasible title to all interests in property dedicated or conveyed to the City by the CSM, this Agreement or other instruments required by this Agreement.
2. Prior to recording the CSM, the Developer shall provide the City with title evidence acceptable to the City showing that the Developer has title as warranted above.
- ~~3. The Developer shall defend, indemnify and hold the City harmless from any claims, suits or damages related to the City's acquisition or ownership of interests in property including, but not limited to, claims for inverse condemnation or relocation benefits under Chapter 32 of the Wisconsin Statutes.~~

C. [reserved]Letter of Credit.

1. ~~— The Developer shall provide to the City an irrevocable letter of credit issued pursuant to Chapter 405 of the Wisconsin Statutes in the initial amount of \$1,141,156 which shall assure the faithful performance of the Developer's obligations under this Agreement. Exhibit A is attached only to show the calculation used to determine the amount of the letter of credit. The letter of credit shall be payable to the City and shall be conditioned upon and guarantee to the City the performance by the Developer of its obligations under this Agreement. The letter of credit shall be approved as to form by the City Attorney.~~

2. ~~— The amount of letter of credit may be reduced from time to time by the request of the Developer and the approval of the Director in amounts equal to the value of Improvements which have been installed, completed and accepted by the City. In no event shall the amount of the credit be reduced below the aggregate total estimated cost of the Improvements not yet installed or accepted plus a 5% retainage.~~

3. ~~— Upon acceptance and dedication of all Improvements and upon payment of all outstanding invoices, the City shall release the letter of credit.~~

4. ~~— In lieu of a letter of credit, the Developer may place on deposit with the City of Green Bay a sum equal to the value of the letter of credit. This deposit shall be with a financial institution of the City's designation. Only the City of Green Bay Finance Director or Treasurer shall have access to the account. All other provisions of this section shall apply.~~

D. Developer's Responsibility for Work.

1. The work shall be under the charge and care of the Developer until all Improvements have been accepted by the City. As between Developer and the City and except as caused by the negligence of the City, ~~The~~ Developer is solely responsible for all safety issues arising out of the job site, including signage, barricades and any requirements to ensure the safety of all persons in or about the job site.
2. As between Developer and the City and except as caused by the negligence of the City, ~~The~~ Developer shall be responsible for all damage, bodily injury or death arising out of the work whether from maintaining an "attractive nuisance" or otherwise. Where apparent or potential hazards occur incident to its conduct of the work, the Developer shall provide other reasonable safeguards, including all proper signage and barricades of the work site. Developer's responsibility under this subsection shall terminate when all improvements have been accepted by the City.

- Safety precautions, as applicable, shall include but not be limited to: adequate life protection and life saving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection, and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses; and adequate facilities for the proper inspection and maintenance of safety measures.

- Worker's Compensation Requirements:** The Developer shall cover or insure under the applicable labor laws relating to worker's compensation insurance, all of their employees in accordance with the law in the State of Wisconsin. The Developer shall provide statutory coverage for work related injuries and employer's liability insurance with limits of one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000) disease policy limit, and one million dollars (\$1,000,000) disease each employee.

Waiver of Workers Compensation Subrogation: The workers' compensation policy is to be endorsed with a waiver of

subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of the policy that arises from the work performed by the named insured for or on behalf of the City of Green Bay.

Commercial General Liability Insurance: The Developer shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than one million dollars (\$1,000,000) per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (F) Per contract aggregate.

Motor Vehicle Liability: The Developer shall require its contractors and subcontractors to procure and maintain during the life of this Agreement, Motor Vehicle Liability Insurance, including applicable No-Fault coverages, with limits of liability of not less than one million dollars (\$1,000,000) per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

Professional Liability (Errors and Omissions): The Developer shall require its engineering services provider to procure and maintain during the life of this agreement a minimum of two million dollars (\$2,000,000) each claim; ~~three million dollars (\$3,000,000) annual aggregate~~ and any deductible not to exceed twenty-five thousand dollars (\$25,000) each claim of professional liability insurance. ~~The coverage shall continue for three (3) years after infrastructure dedication to the City.~~

Contractors Pollution Liability (Occurrence Basis): The Developer shall procure and maintain during the life of this agreement a limit of liability of one million dollars (\$1,000,000), policy must include natural resources damage, as a minimum shall include waiver of subrogation endorsement in favor of the City.

Umbrella Liability Insurance: The Developer shall procure and maintain during the life of this Agreement five million dollars (\$5,000,000) for bodily injury, personal injury and property damage in excess of coverage carried for Employer's Liability, Commercial General Liability and Motor Vehicle Liability as described above.

2. **Additional Insured:** The Developer shall name the City of Green Bay, and including all elected and appointed officials, all

employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers Additional Insured on the Commercial General Liability and Vehicle Liability Policies. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess.

3. **Cancellation Notice:** ~~All insurances required by this Agreement shall include an endorsement stating the following: “Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to: City of Green Bay, Attn: Risk Management, 100 North Jefferson Street, Green Bay, WI 54301-[reserved]”~~
4. **Proof of Insurance Coverage:** The Developer shall provide to the City at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City. If so requested, certified copies of any or all policies shall also be furnished.
5. **Continuation of Coverage:** If any of the above coverages expire during the term of this Agreement, the Developer shall deliver renewal certificates and/or policies to the City at least ten (10) days prior to the expiration date.

E. Indemnification (Hold Harmless).

The Developer hereby agrees to indemnify, defend, pay on behalf of, and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney’s fees, costs, and expenses of whatsoever kind or nature whether arising before, during or after completion of work hereunder and 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 the Developer or of anyone acting under its direction or control or on its behalf even if liability is also sought to be imposed on the City, its elected officials and appointed officials, officers, employees, agents, representatives and volunteers. For indemnity actions arising out of the work of a design professional, the Developer shall be required to indemnify the City to the extent the claim arises out of the negligence, recklessness or willful misconduct of the Developer and/or design professional. The obligation to indemnify, defend, pay on behalf of and hold harmless the City, its elected officials 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, or its elected and appointed officials, officers, employees, agents, representatives and volunteers.

~~In any and all claims against the City, its elected and appointed officials, officers, employees or authorized representatives or volunteers by an employee of the Developer, any subcontractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Developer or any subcontractor under Worker's Compensation Acts, Disability Benefits Acts, or other employee benefits acts.~~

No provision of this Indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this Indemnity clause shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers under this or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Agreement. Any conflict or ambiguity arising between any indemnity provisions of this Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the State of Wisconsin.

The Developer shall reimburse the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers for ~~any and all~~ reasonable legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Developer's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

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

Notwithstanding any other portions of this Agreement, there is no waiver intended nor is the Developer or its insurers estopped from reliance upon the limitations and immunities normally inuring to the benefit of the additional insured (indemnified entity) including immunities contained within Wisconsin law, including but not limited to those found in Wisconsin Statute S. 893.80.

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

~~[this section is duplicative of the prior part of the section]The Developer hereby agrees to defend, pay on behalf of, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees or authorized representatives and volunteers and others working on behalf of the City against any and all suits, actions, legal or administrative proceedings, claims demands, damages, liabilities, interest, attorney's fees, costs, and expense of whatsoever kind or nature whether arising before, during or after completion of work hereunder and 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 the Developer or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement regardless if liability without fault is sought to be imposed on the City. The Developer's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the sole fault, sole negligence, or willful misconduct of the City, or its elected and appointed officials, officers, employees or authorized representatives or volunteers.~~

~~In any and all claims against the City, it's elected and appointed officials, officers, employees or authorized representatives or volunteers by an employee of the Developer, any subcontractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Developer or any subcontractor under Worker's Compensation Acts, Disability Benefits Acts, or other employee benefits acts.~~

~~No provision of this Indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this Indemnity clause shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to the City, its elected and appointed officials, officers, employees or authorized representatives or volunteers under this or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this Agreement. Any conflict or ambiguity arising between any indemnity provisions of this Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the State of Wisconsin.~~

~~The Developer shall reimburse the City, its elected and appointed officials, officers, employees 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. The Developer's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its elected and appointed officials, officers, employees or authorized representatives or volunteers.~~

~~Notwithstanding any other portions of this Agreement, there is no waiver intended nor is the Developer or its insurers estopped from reliance upon the limitations and immunities normally inuring to the benefit of the additional insured (indemnified entity) including immunities contained within Wisconsin law, including but not limited to those found in Wisconsin Statute S. 893.80.~~

- F. **Personal Liability of Public Officials.** In carrying out any of the provisions of this Agreement or in exercising any power or authority granted to them thereby, provided they act within their scope of public employment, there shall be no personal liability of the City's officers, agents or employees, it being understood and agreed that in such matters they act as agents and representatives of the City.

V. **Miscellaneous Rights and Provisions.**

A. **Preservation of Assessment Rights.**

In addition to other remedies provided to the City by this Agreement, the City shall have the right, without notice or hearing, to impose special assessments on the lots in the Plat/CSM for any amount to which the City is specifically entitled by virtue of this Agreement. This provision constitutes the Developer's consent to the installation by the City of all public improvements specifically required by this Agreement and acknowledgment of special benefit and the Developer's waiver of notice and hearing on, and consent to, all special assessment proceedings as described in Sec. 66.0703(7)(b) of the Wisconsin Statutes as they apply to the Improvements to be installed pursuant to this Agreement.

- B. **Remedies Not Exclusive.** The remedies provided in this section are not exclusive. The City may use any other remedies available to it under the Agreement or in law or equity in addition to, or in lieu of, the remedies provided above.

- C. **Law to be Observed.** The Developer shall at all times observe and comply with all federal, state and local laws, regulations and ordinances which are in effect or which may be placed in effect which may affect the conduct of the work to be accomplished under this Agreement. The Developer shall indemnify and save harmless, the City and all its agents, officers and

employees against any claim or liability arising from or based on the violation of any such law, ordinance, regulation or order, whether by itself or its agents, employees or contractors. The Developer shall procure all permits and licenses and pay all charges and fees and give all notices necessary and incident to the lawful prosecution of the work to be completed under this Agreement.

- D. **Amendments.** The City and the Developer may, by mutual written consent, amend this Developer's Agreement.
- E. **Binding Effect.** The Developer warrants that it is the owner of all property within the Plat and has full right and authority to make this Agreement. ~~This Agreement and the grants, warranties, obligations, consents and waivers contained herein shall run with the land and be binding upon the Developer, its successors and assigns including all individual lot owners within the Plat/GSM.~~
- F. **Survey Monuments.** The Developer has certified that all survey or other monuments required by statute or ordinance have been properly placed and installed. Any monuments disturbed during construction of improvements shall be restored and certified by a Wisconsin Professional Land Surveyor.
- G. **Zoning.** The City does not guarantee or warrant that the lands subject to this Agreement will not at some later date be rezoned, nor does the City agree to rezone the lands into a different zoning district. Any rezoning that may take place shall not void this Agreement.
- H. **Indemnification for Environmental Contamination.** The Developer shall indemnify, defend and hold the City, its officers, employees and agents harmless from any claims, judgments, damages, penalties, fines, costs or loss (including reasonable fees for attorneys, consultants and experts) that arise as a result of the presence or suspected presence in or on the real property dedicated or conveyed to the City by, under, pursuant to or in connection with the Plat or this Agreement (including, but not limited to, street right-of-way and park land) of any toxic or hazardous substances (as defined by Federal and State law) arising from any activity of the Developer occurring prior to the acceptance of all improvements, except if such toxic or hazardous substances were directly or indirectly caused by the City, its officers, agents or employees. Without limiting the generality of the foregoing, the indemnification by the Developer shall include reasonable costs incurred in connection with any site investigation or any remedial, removal or restoration work required by any local, state or federal agencies because of the presence or suspected presence of toxic or hazardous substances on or under the real property, whether in the soil, groundwater, air or any other receptor.

The City shall immediately notify the Developer of the discovery of any contamination or of any facts or circumstances that reasonably indicate

that such contamination may exist in or on the real property. The City also agrees that following notification to the Developer that contamination may exist, the City shall make all reasonable accommodations to allow the Developer to examine the real property and conduct such clean-up operations as may be required by appropriate local, state or federal agencies to comply with applicable laws.

- I. **Public Easements.** All easements dedicated to and accepted by the City or the public on the Plat/CSM or by this Agreement grant the City the right to construct, install, maintain, inspect, repair and replace the designated improvements in, on, over or under such easements. Lots within the Plat/CSM shall not be used in a manner which unreasonably interferes with the City's easement rights. The City's only obligation to restore the property after any use by the City of its easements shall be to grade the soil, replace topsoil and plant grass seed.

- J. **Damages.** Damages. In no event shall the City, Developer, or any other party be liable to any other party for special, consequential, punitive, incidental, indirect, or exemplary damages under any theory of liability whatsoever.

IN WITNESS WHEREOF, the Developer has caused this Agreement to be signed this ____ day of _____, 2022.

GP.

By _____
AUTHORIZED NAME, TITLE

CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor

By: _____
Celestine Jeffreys, Clerk



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

MEETING DATE

May 25, 2022

PREPARED BY

AGENDA ITEM # D.2

Consideration with possible action on request by Department of Public Works for the Improvement and Services Committee to adopt a resolution declaring the temporary repair of Chantel Street a public emergency.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Resolution Declaring Emergency_Chantel Street Bridge_05-25-22_SGrenier (002)

**RESOLUTION DECLARING A STATE OF EMERGENCY
AND ORDERING REPAIRS TO CHANTEL STREET**

WHEREAS, pursuant to Wis. Stat. § 62.15(1b), the Board of Public Works has the authority to declare the existence of an emergency resulting from damage or threatened damage to public facilities; and

WHEREAS the provisions of Wis. Stat. § 62.15(1) are not mandatory for the repair and reconstruction of public facilities when such an emergency exists; and

WHEREAS, pursuant to section 2-176, Green Bay Municipal Code, the Improvement and Services Committee shall exercise the duties and authority vested in a Board of Public Works under the Wisconsin Statutes; and

WHEREAS an emergency exists within the City of Green Bay resulting from erosion of soil behind the abutment wall of the bridge located on Chantel Street spanning Beaver Dam Creek; and

WHEREAS the erosion and subsequent pavement collapse has rendered the Chantel Street Bridge spanning Beaver Dam Creek unsafe for travel, endangering the public health and welfare; and

WHEREAS Chantel Street serves as the primary means of ingress and egress from an elementary school; and

WHEREAS it is therefore necessary to repair the Chantel Street Bridge spanning Beaver Dam Creek and restore it to full function as soon as is practicable;

NOW, THEREFORE, pursuant to section 62.15(1b) of the Wisconsin Statutes, the City of Green Bay Improvement & Services Committee hereby declares an emergency at the site of the Chantel Street Bridge spanning Beaver Dam Creek. The Committee hereby authorizes the Department of Public Works to take such action necessary and expedient to restore Chantel Street

and the bridge spanning Beaver Dam Creek to safe working order without having to comply with public bidding requirements under Wis. Stat. § 62.15(1).

THIS EMERGENCY DECLARATION RESOLUTION is enacted by the Improvement & Services Committee, serving as the Board of Public Works, this 25th day of May 2022.

Mark Steuer, Chair

Attest:

Celestine Jeffreys, Clerk



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

MEETING DATE

May 25, 2022

PREPARED BY

AGENDA ITEM # D.3

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

A. PAVEMENT 3-22 S. VAN BUREN STREET RECONSTRUCTION

B. PAVEMENT 4-22 COURIER ROAD RESURFACING

C. SIDEWALKS 2022

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

May 25, 2022

PREPARED BY

AGENDA ITEM # D.4

Consideration with possible action on request by Department of Public Works to award a contract for Construction Inspection Services to Coleman Engineering Company in the amount of \$186,498.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

May 25, 2022

PREPARED BY

AGENDA ITEM # D.5

Consideration with possible action on Report of the Purchasing Agent for Parking Division to purchase a 2022 John Deere tractor to replace unit P909.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Parking System Tractor Purchase
2. GB Naspo Price
3. #22-482 City of Green Bay Inv

Memo

To: Thomas Walenski
Purchasing Manager

From: Nathan Wachtendonk
Fleet Manager

Date: May 12, 2022

Re: Purchase of Sidewalk Tractor



The Department of Public Works Parking System has utilized sidewalk tractor P909 and attachments to clear snow and maintain safe travel in the downtown area on sidewalks, walkways and parking ramps entrances. P909 was purchased in 2018 and with growing snow removal and summer operations in the downtown area the Department outgrew the capabilities of the machine.

With the new scope of work, the Department elected to auction P909 w/attachments, put the gained revenue from the sale and budget the cost difference of a new machine for purchase in the 2023 budget.

The quoted price of a new tractor w/attachments that meets the needs and specifications of the Department is **\$34,132.65**. With sale of P909 bringing in a higher than expected selling price of **\$34,001**, the cost difference between the sale of P909 and the quoted price of the new tractor is **\$131**. After in-depth review, it was decided by the Department to move forward with the immediate acquisition of the new tractor and attachments to avoid manufacturing delays, parts shortages and surcharges. Therefore I recommend the purchase of a 2022 John Deere 1025R utility tractor w/attachments for the purchase price of **\$34,132.65** which includes delivery, operator training and warranty.

Quotes are valid for 30 days from the creation date of the quote OR until the contract expires.

A Purchase Order or Letter of Intent is required for all orders.

To expedite the delivery of equipment, the below information must be included on your Purchase Order or Letter of Intent.

For any questions, please contact:

James Rehbein Jr

EIS Implement, Inc.
8431 County Road B
Two Rivers, WI 54241

Tel: 920-684-0301
Mobile Phone: 920-323-1042
Fax: 920-684-8399
Email: jim@eisimplementinc.com

- ☐ Vendor: Deere & Company
☐ 2000 John Deere Run
Cary, NC 27513
- ☐ Signature
- ☐ Shipping address
- ☐ Billing address
- ☐ Billing email address

If information is not included, the Purchase Order or Letter of Intent will be returned.



8431 County Rd B
Two Rivers, WI 54241

1-800-474-0281
eisimplementinc.com

DOWN (TO) EARTH

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

EIS Implement, Inc.
8431 County Road B
Two Rivers, WI 54241
920-684-0301
ceis@eisimplementinc.com

Quote Summary

Prepared For:

CITY OF GREEN BAY DEPT OF OPER
519 S ONEIDA ST
GREEN BAY, WI 54303
Business: 920-492-3731

Delivering Dealer:

EIS Implement, Inc.
James Rehbein Jr
8431 County Road B
Two Rivers, WI 54241
Phone: 920-684-0301
Mobile: 920-323-1042
jim@eisimplementinc.com

Quote ID: 26647342
Created On: 09 May 2022
Last Modified On: 09 May 2022
Expiration Date: 31 May 2022

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 1025R Sub-Compact Utility Tractor (18 PTO hp) Contract: WI VA NASPO 505ENT-M20-GROUNDMAINT-02 (PG W1 CG 22) Price Effective Date:	\$ 28,344.68	\$ 23,242.64 X	1 =	\$ 23,242.64
JOHN DEERE 60 in. Quick-Hitch Front Blade Contract: WI VA NASPO 505ENT-M20-GROUNDMAINT-02 (PG W1 CG 22) Price Effective Date: May 8, 2022	\$ 990.00	\$ 811.80 X	1 =	\$ 811.80
JOHN DEERE 60 In. Heavy-Duty Rotary Broom Contract: WI VA NASPO 505ENT-M20-GROUNDMAINT-02 (PG W1 CG 22) Price Effective Date: May 8, 2022	\$ 5,416.50	\$ 4,441.53 X	1 =	\$ 4,441.53
JOHN DEERE 54-in. Heavy-Duty Snow Blower Contract: WI VA NASPO 505ENT-M20-GROUNDMAINT-02 (PG W1 CG 22) Price Effective Date: May 8, 2022	\$ 6,874.00	\$ 5,636.68 X	1 =	\$ 5,636.68
Equipment Total				\$ 34,132.65

* Includes Fees and Non-contract items

Quote Summary

Equipment Total \$ 34,132.65

Salesperson : X _____

Accepted By : X _____

Confidential



JOHN DEERE



8431 County Rd B
Two Rivers, WI 54241

1-800-474-0281
eisimplementinc.com

DOWN (TO) EARTH

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

EIS Implement, Inc.
8431 County Road B
Two Rivers, WI 54241
920-684-0301
ceis@eisimplementinc.com

Trade In	
SubTotal	\$ 34,132.65
Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 34,132.65
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 34,132.65

Salesperson : X _____

Accepted By : X _____

Confidential

Selling Equipment

Quote Id: 26647342

Customer Name: CITY OF GREEN BAY DEPT OF OPER

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

EIS Implement, Inc.
8431 County Road B
Two Rivers, WI 54241
920-684-0301
ceis@eisimplementinc.com

JOHN DEERE 1025R Sub-Compact Utility Tractor (18 PTO hp)

Equipment Notes: PO # EIS IMP/STOCK

Suggested List *
Hours: 0

\$ 28,344.68
Stock Number: 18760

Selling Price *
Contract: WI VA NASPO 505ENT-M20-GROUNDMAINT-02
(PG W1 CG 22)

\$ 23,242.64
Price Effective Date:

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
028BLV	JOHN DEERE 1025R TRACTOR	1	\$ 15,970.00	18.00	\$ 2,874.60	\$ 13,095.40	\$ 13,095.40
Standard Options - Per Unit							
0202	UNITED STATES - COUNTRY CODE	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	ENGLISH OM & MAINT	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
1701	120R LOADER W/BUCKET	1	\$ 4,788.00	18.00	\$ 861.84	\$ 3,926.16	\$ 3,926.16
2053	CAB OPERATOR STATION	1	\$ 7,170.00	18.00	\$ 1,290.60	\$ 5,879.40	\$ 5,879.40
3749	LESS 260 BACKHOE	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
4061	LESS IMATCH QUICK HITCH	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
5208	26X12.00-12 4PL3	1	\$ 136.00	18.00	\$ 24.48	\$ 111.52	\$ 111.52
6208	18X8.50-10 4PLY	1	\$ 87.00	18.00	\$ 15.66	\$ 71.34	\$ 71.34
Standard Options Total			\$ 12,181.00		\$ 2,192.58	\$ 9,988.42	\$ 9,988.42
Dealer Attachments/Non-Contract/Open Market							
BLV10640	Engine Coolant Heater Kit	1	\$ 66.00	18.00	\$ 11.88	\$ 54.12	\$ 54.12
AM134805	Engine Block Heater Adapter	1	\$ 127.68	18.00	\$ 22.98	\$ 104.70	\$ 104.70
Dealer Attachments Total			\$ 193.68		\$ 34.86	\$ 158.82	\$ 158.82
Value Added Services							
Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 28,344.68		\$ 5,102.04	\$ 23,242.64	\$ 23,242.64

JOHN DEERE 60 in. Quick-Hitch Front Blade

Selling Equipment

Quote Id: 26647342

Customer Name: CITY OF GREEN BAY DEPT OF OPER

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513

FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

EIS Implement, Inc.
8431 County Road B
Two Rivers, WI 54241
920-684-0301
ceis@eisimplementinc.com

Equipment Notes:

Hours:

Stock Number:

Contract: WI VA NASPO 505ENT-M20-GROUNDMAINT-02
(PG W1 CG 22)

Price Effective Date: May 8, 2022

Suggested List *

\$ 990.00

Selling Price *

\$ 811.80

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
9820M	60 in. Quick-Hitch Front Blade	1	\$ 990.00	18.00	\$ 178.20	\$ 811.80	\$ 811.80
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English operator's manual and decal kit	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
6818	Less Hydraulic Angling	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
6968	Less Front Quick-Hitch	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Suggested Price							\$ 811.80
Total Selling Price			\$ 990.00		\$ 178.20	\$ 811.80	\$ 811.80

JOHN DEERE 60 In. Heavy-Duty Rotary Broom

Equipment Notes:

Hours:

Stock Number:

Contract: WI VA NASPO 505ENT-M20-GROUNDMAINT-02
(PG W1 CG 22)

Price Effective Date: May 8, 2022

Suggested List *

\$ 5,416.50

Selling Price *

\$ 4,441.53

* Price per item - includes Fees and Non-contract items

Selling Equipment

Quote Id: 26647342

Customer Name: CITY OF GREEN BAY DEPT OF OPER

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

EIS Implement, Inc.
8431 County Road B
Two Rivers, WI 54241
920-684-0301
ceis@eisimplementinc.com

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
3790M	60 In. Heavy-Duty Rotary Broom	1	\$ 3,700.00	18.00	\$ 666.00	\$ 3,034.00	\$ 3,034.00
Standard Options - Per Unit							
1004	Mounting Frame	1	\$ 411.00	18.00	\$ 73.98	\$ 337.02	\$ 337.02
2010	Less Front Quick-Hitch and Hydraulic Lift	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
3005	Hydraulic Angling	1	\$ 271.00	18.00	\$ 48.78	\$ 222.22	\$ 222.22
4010	Less 2000 RPM Front PTO Kit	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
5005	Implement Drive Shaft	1	\$ 262.00	18.00	\$ 47.16	\$ 214.84	\$ 214.84
Standard Options Total			\$ 944.00		\$ 169.92	\$ 774.08	\$ 774.08
Dealer Attachments/Non-Contract/Open Market							
BM19805	Debris deflector (60-in. Heavy-Duty Rotary Broom)	1	\$ 460.10	18.00	\$ 82.82	\$ 377.28	\$ 377.28
BLV10796	Front Attaching Support Kit (Quick Hitch)	1	\$ 312.40	18.00	\$ 56.23	\$ 256.17	\$ 256.17
Dealer Attachments Total			\$ 772.50		\$ 139.05	\$ 633.45	\$ 633.45
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 5,416.50		\$ 974.97	\$ 4,441.53	\$ 4,441.53

JOHN DEERE 54-in. Heavy-Duty Snow Blower

Equipment Notes:

Hours:

Stock Number:

Contract: WI VA NASPO 505ENT-M20-GROUNDMAINT-02
(PG W1 CG 22)

Price Effective Date: May 8, 2022

Suggested List *

\$ 6,874.00

Selling Price *

\$ 5,636.68

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
7120M	54-in. Heavy-Duty Snow Blower	1	\$ 4,524.00	18.00	\$ 814.32	\$ 3,709.68	\$ 3,709.68

Selling Equipment

Quote Id: 26647342

Customer Name: CITY OF GREEN BAY DEPT OF OPER

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

EIS Implement, Inc.
8431 County Road B
Two Rivers, WI 54241
920-684-0301
ceis@eisimplementinc.com

Standard Options - Per Unit							
0202	United States	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
6837	Snow blower mounting kit and drive shaft	1	\$ 379.00	18.00	\$ 68.22	\$ 310.78	\$ 310.78
6887	2000 RPM Front PTO	1	\$ 314.00	18.00	\$ 56.52	\$ 257.48	\$ 257.48
6954	Front 3-point hitch with A-frame quick attach system	1	\$ 1,657.00	18.00	\$ 298.26	\$ 1,358.74	\$ 1,358.74
Standard Options Total			\$ 2,350.00		\$ 423.00	\$ 1,927.00	\$ 1,927.00
Suggested Price							\$ 5,636.68
Total Selling Price			\$ 6,874.00		\$ 1,237.32	\$ 5,636.68	\$ 5,636.68



Wisconsin Sales and Use Tax Exemption Certificate

Do not send this certificate to the Department of Revenue

**Form
S-211**

Purchaser: Complete this certificate and give it to the seller.

Seller: If this certificate is not fully completed, you must charge sales tax. Keep this certificate as part of your records.

Check One ☒ **Single Purchase** ☐ **Continuous**

Purchaser Information

Business Name		Type of Business	
Business Address	City	State	ZIP Code
Purchaser's Tax ID Number			State of Issue
If no Tax ID Number, enter one of the following:	FEIN	Driver's License Number/State Issued ID Number	State of Issue

Seller Information

Name			
Address	City	State	ZIP Code

Reason for Exemption

☐ **Resale** (Enter purchaser's seller's permit or use tax certificate number) _____

Manufacturing and Biotechnology

- ☐ Tangible personal property (TPP) or item under s.77.52(1)(b) that is used exclusively and directly by a manufacturer in manufacturing an article of TPP or items or property under s.77.52(1)(b) or (c) that is destined for sale and that becomes an ingredient or component part of the article of TPP or items or property under s.77.52(1)(b) or (c) destined for sale or is consumed or destroyed or loses its identity in manufacturing the article of TPP or items or property under s.77.52(1)(b) or (c) destined for sale.
- ☐ Machines and specific processing equipment and repair parts or replacements thereof, exclusively and directly used by a manufacturer in manufacturing tangible personal property or items or property under s.77.52(1)(b) or (c) and safety attachments for those machines and equipment.
- ☐ The repair, service, alteration, fitting, cleaning, painting, coating, towing, inspection, and maintenance of machines and specific processing equipment, that the above purchaser would be authorized to purchase without sales or use tax, at the time the service is performed. Tools used to repair exempt machines are not exempt.
- ☐ Fuel and electricity consumed in manufacturing tangible personal property or items or property under s.77.52(1)(b) or (c) in this state.
Percent of fuel exempt: _____ % Percent of electricity exempt: _____ %
- ☐ Portion of the amount of fuel converted to steam for purposes of resale. Percent of fuel exempt: _____ %
- ☐ Property used exclusively and directly in qualified research, by persons engaged in manufacturing at a building assessed under s. 70.995, by persons engaged primarily in biotechnology in Wisconsin, or a combined group member conducting qualified research for another combined group member that meets these requirements.

Farming

(To qualify for this exemption, the purchaser must use item(s) exclusively and directly in the business of farming, including dairy farming, agriculture, horticulture, floriculture, silviculture, beekeeping or custom farming services.)

- ☐ Tractors (except lawn and garden tractors), all-terrain vehicles (ATV) and farm machines, including accessories, attachments, and parts, lubricants, nonpowered equipment, and other tangible personal property or items or property under s.77.52(1)(b) or (c) that are used exclusively and directly, or are consumed or lose their identities in the business of farming. This includes services to the property and items above.
- ☐ Feed, seeds for planting, plants, fertilizer, soil conditioners, sprays, pesticides, and fungicides.
- ☐ Breeding and other livestock, poultry, farm work stock, bees, beehives and bee combs.
- ☐ Containers for fruits, vegetables, bee products, grain, hay, and silage (including containers used to transfer merchandise to customers), and plastic bags, sleeves, and sheeting used to store or cover hay and silage. Baling twine and baling wire.
- ☐ Animal waste containers or component parts thereof (may only mark certificate as "Single Purchase").
- ☐ Animal bedding, drugs for farm livestock or on bees, and milk house supplies.

Governmental Units and Other Exempt Entities

Enter CES No., if applicable

- ☐ The United States and its unincorporated agencies and instrumentalities.
- ☐ Any federally recognized American Indian tribe or band in this state.
- ☐ Wisconsin state and local governmental units, including the State of Wisconsin or any agency thereof, Wisconsin counties, cities, villages, or towns, and Wisconsin public schools, school districts, universities, or technical college districts.
- ☐ Organizations organized and operated exclusively for religious, charitable, scientific, or educational purposes, or for the prevention of cruelty to children or animals. CES Number _____ (Required for Wisconsin organizations).

Other

- ☐ Containers and other packaging, packing, and shipping materials, used to transfer merchandise to customers of the purchaser.
- ☐ Trailers and accessories, attachments, parts, supplies, materials, and service for motor trucks, tractors, and trailers which are used exclusively in common or contract carriage under LC, IC, or MC No. (if applicable) _____.
- ☐ Machines and specific processing equipment used exclusively and directly in a fertilizer blending, feed milling, or grain drying operation, including repair parts, replacements, and safety attachments.
- ☐ Building materials acquired solely for and used solely in the construction or repair of holding structures used for weighing and dropping feed or fertilizer ingredients into a mixer or for storage of such grain, if such structures are used in a fertilizer blending, feed milling, or grain drying operation.
- ☐ Tangible personal property purchased by a person who is licensed to operate a commercial radio or television station in Wisconsin, if the property is used exclusively and directly in the origination or integration of various sources of program material for commercial radio or television transmissions that are generally available to the public free of charge without a subscription or service agreement.
- ☐ Fuel and electricity consumed in the origination or integration of various sources of program material for commercial radio or television transmissions that are generally available to the public free of charge without a subscription or service agreement.

Percent of fuel exempt: _____ %

Percent of electricity exempt: _____ %

- ☐ Tangible personal property and items, property and goods under s.77.52(1)(b), (c), and (d) to be resold by _____ on my behalf where _____ is registered to collect and remit sales tax to the Department of Revenue on such sales.
- ☐ Tangible personal property, property, items and goods under s.77.52(1)(b), (c), and (d), or services purchased by a Native American with enrollment # _____, who is enrolled with and resides on the _____ Reservation, where buyer will take possession of such property, items, goods, or services.
- ☐ Tangible personal property and items and property under s.77.52(1)(b) and (c) becoming a component of an industrial or municipal waste treatment facility, including replacement parts, chemicals, and supplies used or consumed in operating the facility. Caution: Do not check the "continuous" box at the top of page 1.

- ☐ Portion of the amount of electricity or natural gas used or consumed in an industrial waste treatment facility.
(Percent of electricity or natural gas exempt _____ %)

- ☐ Electricity, natural gas, fuel oil, propane, coal, steam, corn, and wood (including wood pellets which are 100% wood) used for fuel for **residential** or **farm** use.

	% of Electricity Exempt	% of Natural Gas Exempt	% of Fuel Exempt
☐ Residential	_____ %	_____ %	_____ %
☐ Farm	_____ %	_____ %	_____ %

Address Delivered: _____

- ☐ Percent of printed advertising material solely for out-of-state use. _____ %
- ☐ Catalogs, and the envelopes in which the catalogs are mailed, that are designed to advertise and promote the sale of merchandise or to advertise the services of individual business firms.
- ☐ Computers and servers used primarily to store copies of the product that are sent to a digital printer, a plate-making machine, or a printing press or are used primarily in prepress or postpress activities, by persons whose NAICS code is 323111, 323117, or 323120.
- ☐ Purchases from out-of-state sellers of tangible personal property that are temporarily stored, remain idle, and not used in this state and that are then delivered and used solely outside this state, by persons whose NAICS code is 323111, 323117, or 323120.
- ☐ Other purchases exempted by law. (State items and exemption). _____

I declare that the information provided is complete and accurate to the best of my knowledge, and that the product(s) purchased will be used in the exempt manner indicated. If a product is not used in an exempt manner, I will remit use tax on the purchase price at the time of first taxable use. I understand that failure to remit the use tax may result in a future liability, including tax, interest, and penalty.

CAUTION: Using this certificate to avoid paying sales tax may result in a fine of \$250 for each transaction for which the certificate is used

Signature of Purchaser

Print or Type Name

Title

Date



2600 Hwy 78 South -- PO Box 113
Mount Horeb, WI 53572
608-437-2001 FEIN: 39-1982769
Sellers Permit/ Tax ID: 456-1028844448-04

Invoice# 0552022-106001-200515
Invoice Date May 05,2022
Balance Due **38740.74**

Invoice To
Positive Impact Properties
106001 - Jack Hoglund
910 , 15th Ave West,
Ashland, Wisconsin- 54806

Ship To
910 , 15th Ave West,
Ashland, Wisconsin- 54806

(C): 715-292-2077
(W): 715-292-2077
(H): 715-292-2077
(E): rush590@hotmail.com

#22-482 City of Green Bay

PAYMENT DEADLINE: May 10, 2022

REMOVAL DEADLINE: May 12, 2022

Item	Qty	Amount
49858 - 2018 Ventrac 4500Y Articulated AWD Sidewalk Tractor w/ Broom, Plows, Snowblower, and Spreader Attachments 2018 Ventrac 4500Y Articulated AWD Sidewalk Tractor w/ Broom, Plows, Snowblower, and Spreader Attachments Details: Tractor Serial#: AJ06950 -- Hours: 550 -- Engine: Kubota D902 Diesel -- Included Equipment: Snow Blower model KX523 (s# AA4767); V-Plow model KV552 (s# AA3594); Straight blade model KD482 (s# AA2876); Broom model HB580 (s# AA3704) and SnowEx Tailgate Pro spreader Provided Condition: Machine and attachments are in overall good condition without major defects. Minor exterior rust, minor interior wear -- Personal Inspection Recommended Seller Inventory #: P909 Seller: City of Green Bay - 333 Pine St., Green Bay, WI 54301 - Nathan Wachtendonk at 920-492-3751 or Nathan.Wachtendonk@greenbaywi.gov -M-F 7:30am to 2:30pm by appointment only - Please contact with questions and to schedule inspections or pickups - Appointments are required, no walk-ins. - Click on lot number for more details & bigger pictures	1	34001.00

Items:	1
Bid Total:	34001.00
Premium:	2720.08
Sub Total :	36721.08
Tax:	2019.66
Total Invoice:	38740.74
Balance Due:	38740.74

Thank you for bidding and buying at www.wisconsinsurplus.com



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

MEETING DATE

May 25, 2022

PREPARED BY

AGENDA ITEM # D.6

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

- A. ASPHALT PAVING 2022
- B. GBMFD I-22 MAINTENANCE GARAGE HVAC
- C. PAVEMENT 2-22 ELMORE STREET RECONSTRUCTION

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- 1. QUESTCDN_ Project Bid Results_ASPHALT PAVING 2022
- 2. Bid Summary - Public GBMFD I-22 MAINTENANCE GARAGE HVAC
- 3. QuestCDN_ Project Bid Results_PAVEMENT 2-22 ELMORE ST. RECONSTRUCTION

[Previous](#) [Next](#) [Close Window](#)[Print Results](#)

Project Bid Results

ASPHALT PAVING 2022 (Quest project #8194814)

owner: Green Bay WI, City of
100 N Jefferson Street
Room 300
Green Bay , WI 54301
ph: 920-448-3100
fax: 920-448-3102
contact: Steven Grenier, P.E.
e-mail: steven.grenier@greenbaywi.gov

soliciting agent: Green Bay WI, City of

contact: Kyle Vander Loop

phone: 920-448-3110

e-mail: kyle.vanderloop@greenbaywi.gov

bid date: 05/17/2022 02:00 PM CDT

award date:

comments:

award status: Pending

bid

result/award information: (no information presently available)

letting bid tabulation: [view](#)

Company/Contact	Phone/e-mail	Amount	Awarded
MCC, Inc. Alicia Marx	920-749-3360 bidding@murphyinc.org	\$380,004.15	
Northeast Asphalt, Inc. Kim Bosman	920-494-0543 kbosman@neasphalt.com	\$431,114.10	

CITY OF GREEN BAY, WISCONSIN
SUMMARY OF BIDS FOR CONTRACT

GBMFD 1-22 MAINTENANCE GARAGE HVAC

Tuesday, May 17, 2022

Contractor	Bid	Bid Bond
AMA, Inc.	\$117,925.00	5%
B&P Mechanical Inc.	\$133,022.00	5%
Hurckman Mechanical Industries, Inc.	\$149,625.00	5%
Any questions, call 920-448-3100		

[Previous](#) [Next](#) [Close Window](#)
[Print Results](#)

Project Bid Results

PAVEMENT 2-22 ELMORE STREET RECONSTRUCTION (Quest project #8193758)

owner: Green Bay WI, City of
 100 N Jefferson Street
 Room 300
 Green Bay , WI 54301
 ph: 920-448-3100
 fax: 920-448-3102
 contact: Steven Grenier, P.E.
 e-mail: steven.grenier@greenbaywi.gov

soliciting agent: Green Bay WI, City of

contact: Jeff Bodoh

phone: 920-448-3096

e-mail: jeff.bodoh@greenbaywi.gov

bid date: 05/17/2022 02:00 PM CDT

award date:

comments:

award status: Pending

bid
 result/award (no information presently available)
 information:

letting bid
 tabulation: [view](#)

Company/Contact	Phone/e-mail	Amount	Awarded
DE GROOT, INC. MARK DE GROOT	920-866-2348 mark@degrootinc.com	\$1,481,688.78	
Dorner Inc. Tina Aschenbrenner	920-845-2442 tina.asch@dornerinc.com	\$1,529,100.54	
David Tenor Corporation David Tenor	920-360-9246 david.tenor.dtc@gmail.com	\$1,566,913.48	
Feaker & Sons Co Inc Randy Barlament	920-336-3344 feaker@att.net	\$1,626,337.20	
Jossart Brothers, Inc. Jason Hermesen	920-339-8500 jasonh@jossartbrothers.com	\$1,649,821.50	



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

MEETING DATE

May 25, 2022

PREPARED BY

AGENDA ITEM # D.7

Consideration with possible action on request by Department of Public Works to award a professional services contract for design of the Tank Farm Marsh project to GEI Consultants, Inc. in the amount of \$173,998.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Copy of GEI-TankFarmBudgetTable_GrantRevised

Project Name Tank Farm Marsh
 Job Site Location Tank Farm Marsh, adjacent ditch, and southwest shoreline of the bay of Green Bay
 Project Manager Name Katie Unke Ehrenberg
 Contract Type Lump Sum
 Subcontract Markup 10%



	GEI Hours	GEI Labor Cost	GEI Material and Expenses	Subcontractors Not Included	Total Cost
Task 1: Project Communication and Planning	81	\$ 9,968	\$ -	\$ -	\$ 9,968
Task 2: Documentation of Existing Conditions	407	\$ 47,087	\$ 368	\$ -	\$ 47,454
Task 3: Develop a Concept Plan and Basis of Design Report	335	\$ 42,695	\$ -	\$ -	\$ 42,695
Task 4: Develop a Final Project Design	386	\$ 51,657	\$ -	\$ -	\$ 51,657
Task 5: Permitting, Regulatory Compliance and Approvals	217	\$ 22,223	\$ -	\$ -	\$ 22,223
Project Totals	1,426	\$ 173,630	\$ 368	\$ -	\$ 173,998
				GEI Total \$	173,998



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

MEETING DATE

May 25, 2022

PREPARED BY

AGENDA ITEM # E.I

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

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

May 25, 2022

PREPARED BY

AGENDA ITEM # E.2

The next Improvement and Services Committee meeting is scheduled for June 22, 2022.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None