



AGENDA OF THE IMPROVEMENT AND SERVICES COMMITTEE

WEDNESDAY, JULY 30, 2025, 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.

- I. Members:** Melinda Eck, Joey Prestley, Ben Delie, Jim Ridderbush

C. Approval of the Agenda.

- I. Approval of the agenda for the Wednesday, July 30, 2025, meeting of the Improvement & Services Committee.**

D. Approval of Minutes.

- I. Approval of the minutes from the July 9, 2025 meeting.**

E. Regular Business.

- I. Consideration with possible action on request by Alderman Ben Delie regarding the City's bulk item pick-up and yard waste programs.**

2. Consideration with possible action on request by Department of Public Works to enter into Professional Services Agreements with Streetland LLC in the amount of \$42,500.00 for Sales Study and Appraisal Services, Steiro Appraisal Services, Inc. in the amount of \$15,000.00 for Parcel Appraisal Review services and Moss & Associates, LLC in the amount of \$42,000.00 for Real Estate Negotiation services for the Mather Street Reconstruction project.
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 Improvement and Services Committee meeting following the contract award.
 - a. PAVEMENT 2-25 E. MASON STREET RECONSTRUCTION
 - b. SOUTHWEST WOODS- HINKLE STREET EXTENSION
4. Consideration with possible action on request by Onieda Nation to enter into an infrastructure Developer's Agreement for the installation and maintenance of pavement and underground utilities for the Cattail Marsh Subdivision on Parcels 6H-1154-38 & 6H-1155-8.
5. Consideration with possible action on the request by the Department of Public Works to award the PARKS X-25 LEICHT MEMORIAL PARK PAVILLION contract at a staff level contingent upon the bids being within the budgeted amounts.
6. Report the award of contract SEWERS 3-25 MINI SEWERS to Highway Landscapers in the amount of \$369,500.95.
7. Report the award of contract SEWERS 2-25 CITY WIDE SEWER REPAIRS to De Groot, Inc. in the amount of \$1,442,702.99.

F. Public Hearings.

G. Informational.

1. Director's Report on recent activities of the Public Works Department.
2. Next Meeting: August 13, 2025

H. Adjournment.

1. Adjournment of the Wednesday, July 30, 2025, meeting of the Improvement & Services Committee.

- 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

July 30, 2025

PREPARED BY

AGENDA ITEM # D.I

Approval of the minutes from the July 9, 2025 meeting.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

July 30, 2025

PREPARED BY

AGENDA ITEM # E.I

Consideration with possible action on request by Alderman Ben Delie regarding the City's bulk item pick-up and yard waste programs.

BACKGROUND

RECOMMENDATION

To receive and place on file the information related to the Bulk Item Pick-up and Yard Waste programs.

FISCAL IMPACT

none

ATTACHMENTS

- I. 2025-07-23 I&S Communication- Bulk item and Yard Waste



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

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

TO: Improvement & Services Committee

FROM: Valerie Joosten, P.E., Director of Public Works

DATE: July 23, 2025

RE: Communication regarding Bulk Item Pick-up and Yard Waste

This memo provides information in response to the communication by Alder Delie dated June 23, 2025.

Text of Alder Communication: This is a communication to refer to staff to review and consider making changes to add additional bulk item garbage pickup dates and address more public communication around yard waste that can be placed at the road.

Bulk Item Collection Weeks

DPW currently offers two annual curbside bulk trash collection weeks. During these weeks, DPW will collect large items that do not fit in the tipper cart. Up to two cubic yards of bulking items are collected at no charge. Construction, remodeling / demolition trash, electronics, and appliances are excluded. If non-compliant items are placed for collection, DPW will collect them and invoice the property owner accordingly.

Based on prior estimates, the cost of the two annual curbside bulk trash collection weeks is approximately \$78,000. The cost is based on the following:

- Data shows historical collection of around 100 tons of bulk waste per week.
- Fuel and equipment cost for six rear loader trucks, 1 front-end loader and three dump trucks.
- Each week of collection requires approximately 12 employees.

In addition to the free bulk item collection weeks, the City also offers a bulk household item service for a fee. The cost is as follows:

- \$100 up to and including 3 cubic yards
- \$205 over 3 cubic yards to 10 cubic yards
- \$305 over 10 cubic yards

In 2024, approximately 1,035 customers used this service for a total cost of \$114,635.

Bulk household items may also be taken to the Brown County Transfer Station for a disposal fee or items can be dropped off at the City of Green Bay Bulk Household item drop off sites at no cost. Further details can be found in the annual information guide.

Staff Recommendation

At this time, staff do not recommend adding additional bulk collection weeks due to the added equipment and personnel that would need to be diverted from other duties. Residents have multiple options for disposal of bulk waste at low or no cost. DPW is also considering contracting for a program evaluation of the sanitation operations and services, pending available budget. DPW would prefer to review the services offered as a whole rather than make individual changes at this time.

Yard Waste Collection

The communication from Alder Delie requested additional public communication around yard waste that can be placed at the road. DPW provides extensive communication regarding leaf collection, so I believe this is referring to the City's brush collection program. DPW collects brush curbside all summer long from approximately mid-May to early-October outside of leaf collection season. Currently, it takes approximately 2-3 weeks to collect from the entire City with the help of seasonal staff but could take up to 4 weeks to collect.

Information is provided in the Department of Public Works information guide.

- Root balls must be removed and disposed of as trash.
- Branches and limbs must be 3 to 8 feet in length, a minimum of ½ inch in diameter and rigid enough to be safely pushed into a chipper.
- Cut ends must be stacked in the same direction.
- Brush cannot be placed over sidewalks or in the street.

This service is for residents only and not for brush generated by contractors.

Residents can also use either of the City Yard Waste Centers operated at 1470 Hurlbut Street and 2530 East Shore Drive.

Staff Recommendation

DPW will provide additional communication to residents via social media in the month of August and September. Additionally, DPW could also create rack cards (a type of brochure) that specifically address our brush, leaf and yard waste collection services.



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

MEETING DATE

July 30, 2025

PREPARED BY

AGENDA ITEM # E.2

Consideration with possible action on request by Department of Public Works to enter into Professional Services Agreements with Streetland LLC in the amount of \$42,500.00 for Sales Study and Appraisal Services, Steiro Appraisal Services, Inc. in the amount of \$15,000.00 for Parcel Appraisal Review services and Moss & Associates, LLC in the amount of \$42,000.00 for Real Estate Negotiation services for the Mather Street Reconstruction project.

BACKGROUND

Mather Street Reconstruction project is being completed through WisDOT STP program and is scheduled for 2027. The section being reconstructed is from Locust to Gray. The Real Estate Services are for acquiring real estate necessary to construct the roadway. Typically the real estate easements will be for minor temporary easements to allow for grading. Normally it takes a year or so to complete the real estate process.

RECOMMENDATION

To approve the awards so that the real estate can be completed.

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

July 30, 2025

PREPARED BY

AGENDA ITEM # E.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 Improvement and Services Committee meeting following the contract award.

- a. PAVEMENT 2-25 E. MASON STREET RECONSTRUCTION
- b. SOUTHWEST WOODS- HINKLE STREET EXTENSION

BACKGROUND

Due to the intended bidding schedules, anticipated construction timelines, and the schedule of Committee and Council Meetings, it is necessary for the project to begin as soon as practical.

RECOMMENDATION

To approve the Department of Public Works to award the listed contract at staff level and report the award at the next Improvement and Services Committee Meeting following contract award.

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

July 30, 2025

PREPARED BY

AGENDA ITEM # E.4

Consideration with possible action on request by Onieda Nation to enter into an infrastructure Developer's Agreement for the installation and maintenance of pavement and underground utilities for the Cattail Marsh Subdivision on Parcels 6H-1154-38 & 6H-1155-8.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Infrastructure Development Agreement Draft_7_2_25

DEVELOPER'S AGREEMENT

This Agreement is made this ____ day of _____, 2025, by and between Onieda Nation, (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:

Parcels 6H-1154-38 and 6H-1155-8

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 Cattail Marsh Subdivision 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 or their designee (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 their 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 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 and current Bidders Proof of Responsibility with the Department of Public Works before starting such work.

- A. **Streets.**

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

B. Water Distribution

1. The Developer shall furnish, construct and install all water main in the Development. The size and location of the water main shall be approved by the Director prior to commencement of work.
2. The Developer shall install water laterals to serve each lot in the CSM. 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 water 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 and stormwater management facilities as needed in the Development. The size and location of the sewers and facilities shall be approved by the Director prior to commencement of work.
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.
4. All stormwater management facilities shall meet or exceed the requirements of the approved stormwater management plan.

D. Sanitary Sewers

1. The Developer shall furnish, construct and install all sanitary sewers in the Development. The location of the sanitary sewer shall be approved by the Director prior to commencement of work.
2. The Developer shall install sanitary sewer laterals to serve each lot in the Plat. 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.

E. 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. Reimbursement of City Costs.

1. The Developer shall reimburse the City for any and all 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.

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 November 30, 2025 (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, 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 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 30 calendar days for the Developer to correct such deficiency. The Developer shall pay the City all 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.

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, the Director shall report the satisfactory completion and recommend acceptance of the Developer's dedication of the Improvements to the Common Council.

C. As-Builts.

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.

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, 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, indefensible 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. 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. 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. 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.
3. The Developer shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its work, the Developer shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including Wisconsin Labor Code; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act.

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.
4. The obligations and responsibilities of the Developer as set forth in this Agreement may be achieved by the Developer through subsequent contracts between the Developer and qualified third parties whereby such third parties may accept and assume such obligations and responsibilities, so long as all obligations and responsibilities are met to the satisfaction of the City.

D. Insurance Requirements.

1. The Developer shall not commence work under this Agreement until it has obtained the insurance required under this section. All coverages shall be with insurance carriers licensed and admitted to do business in the State of Wisconsin. All coverages shall be with carriers acceptable to the City.

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 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 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 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."
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. 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 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-contractor enters into an Indemnity Agreement in favor of the City, it's 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.

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. 893.02.

- 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. **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.
- B. **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.

- C. **Amendments.** The City and the Developer may, by mutual written consent, amend this Developer's Agreement.
- D. **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/CSM.
- E. **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.
- F. **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.
- G. **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 caused by the City, its officers, agents or employees. Without limiting the generality of the foregoing, the indemnification by the Developer shall include 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.

- H. 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 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.

IN WITNESS WHEREOF, the Developer has caused this Agreement to be signed this _____ day of _____, 2025.

ONIEDA NATION.

By _____
AUTHORIZED NAME, TITLE

CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor



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

MEETING DATE

July 30, 2025

PREPARED BY

AGENDA ITEM # E.5

Consideration with possible action on the request by the Department of Public Works to award the PARKS X-25 LEICHT MEMORIAL PARK PAVILLION contract at a staff level contingent upon the bids being within the budgeted amounts.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

July 30, 2025

PREPARED BY

AGENDA ITEM # E.6

Report the award of contract SEWERS 3-25 MINI SEWERS to Highway Landscapers in the amount of \$369,500.95.

BACKGROUND

The Department of Public Works awarded Sewers 3-25 Mini-Sewers to the lowest responsive bidder, Highway Landscapers, Inc. Three bids were received as follows:
Highway Landscapers, Inc. \$369,500.95
Alfson Excavating LLC \$375,021.30
David Tenor Corporation \$382,664.00

RECOMMENDATION

TO APPROVE

FISCAL IMPACT

Stormwater Utility funded \$369,500.95.

ATTACHMENTS

None



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

MEETING DATE

July 30, 2025

PREPARED BY

AGENDA ITEM # E.7

Report the award of contract SEWERS 2-25 CITY WIDE SEWER REPAIRS to De Groot, Inc. in the amount of \$1,442,702.99.

BACKGROUND

The Department of Public Works awarded Sewers 2-25 City Wide Sewer Repairs to the lowest responsive bidder, De Groot, Inc. Only one bid was received.

RECOMMENDATION

TO APPROVE

FISCAL IMPACT

Stormwater Utility funded \$538,929.60
Sanitary Sewer Utility funded \$903,773.39

ATTACHMENTS

None



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

MEETING DATE

July 30, 2025

PREPARED BY

AGENDA ITEM # G.I

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

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None