



Board of Public Works

Regular Meeting

335 South Broadway
De Pere, WI 54115
<http://www.de-pere.org>

Agenda

Monday, July 11, 2016

7:30 PM

De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Board of Public Works** of the City of De Pere will be held on **July 11, 2016** at **7:30 PM** in the **De Pere City Hall Council Chambers**, 335 S. Broadway Street, De Pere, WI 54115.

This meeting can be viewed LIVE at www.depere.tv. This meeting is also rebroadcast on TW Cable Channel 4 and AT&T U-verse Channel 99 throughout the week and available on demand at www.depere.tv.

I. Call to Order

1. Roll Call

II. Public Comment

III. Items

1. Approval of the Board of Public Works June 13, 2016 Meeting Minutes.
2. Consider Ordinance Changes for Commercial Garbage & Recycling Collection.*
3. Consider Preliminary Resolution for Special Assessment for Storm Sewer Main and/or Laterals on Wishart Avenue.
4. Consider Storm Sewer/Lateral Fee - Existing Developed Non-Residential Property.*
5. Consider Approval for the Revision #2 to the State Municipal Agreement (SMA) with WisDOT for Eighth Street (STH 32) Reconstruction from Main Avenue to Ash Street (WisDOT Project ID 4085-42-00/71).*
6. Consider Board of Public Works Vice Chairperson.

IV. Future Agenda Items

V. Adjournment

***Items with an asterisk require City Council approval.**

Any person wishing to attend this meeting who, because of disability, requires special accommodations should contact the Clerk-Treasurer's office at 339-4050 by Noon, Monday July 11, 2016 so that arrangements can be made.

Agenda Sent To:

Mayor
Alderpersons
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Celebrate De Pere

Jeffrey T & Angela A Heim
Marvin J Tilque
Paul & Tina Van Remortel
Adam J & Janae M Haleen
Michael G Kubiak
Tyler J Hilgemann

Notice is hereby given that a majority of the members of the Common Council of the City of De Pere may attend this meeting to gather information about a subject (s) over which they have decision-making responsibility.

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: July 11, 2016

DEPARTMENT: Public Works

FROM: Pam Denis

SUBJECT: Approval of the Board of Public Works June 13, 2016 Meeting Minutes.

ATTACHMENTS:

- BOPW June 13, 2016 Draft Meeting Minutes (PDF)



Board of Public Works

Regular Meeting

335 South Broadway
De Pere, WI 54115
<http://www.de-pere.org>

Draft Minutes

Monday, June 13, 2016

7:30 PM

De Pere City Hall Council Chambers

I. Call to Order

The meeting was called to order at 7:30 PM by Mayor Michael J. Walsh

Attendee Name	Title	Status	Arrived
James Boyd	Aldersperson	Present	
Dan Carpenter	Aldersperson	Present	
Ryan Jennings	Aldersperson	Present	
Dean Raasch	Aldersperson	Present	
Michael J. Walsh	Mayor	Present	

Others present were Eric Rakers, City Engineer, Scott Thoresen, Director of Public Works, Judith Schmidt-Lehman, City Attorney, and Kim Flom, Director of Economic Development and Planning.

II. Public Comment

None

III. Items

- Approval of the Board of Public Works May 9, 2016 Meeting Minutes.

Aldersperson Raasch moved to approve the Board of Public Works May 9, 2016 meeting minutes, Aldersperson Boyd seconded the motion. Upon vote, the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Aldersperson
SECONDER:	James Boyd, Aldersperson
AYES:	Boyd, Carpenter, Jennings, Raasch, Walsh

- Consider Conversion of Short Term Parking Stalls to Long Term Parking Stalls. *

Kim Flom, Director of Economic Development and Planning, presented a two stage proposal to add more long term parking in the downtown area. The first stage would add specific long term parking stalls by converting some short term parking spaces, which Director Flom outlined on an overhead. Discussion followed. Mayor Walsh moved to open the meeting for public comment at 7:45pm, Aldersperson Raasch seconded the motion. Upon vote, the motion passed. Andy Krantz suggested that long term parking be shortened to 24-48 hours as some cars have parked in the long term parking for nine days. Director Flom explained that some long term parking will be used by residents that live above the businesses. Tim Neeland agreed with the idea of limiting long term parking to 24-48 hours. Another suggestion was to provide permits to park long term. Mayor Walsh moved to return to regular order at 7:52pm, Aldersperson Raasch seconded the motion. Upon vote, the motion passed. Discussion followed regarding the difficulty of snow removal with long term parking.

Mayor Walsh moved to approve the conversion of the indicated short term parking spaces to long term parking spaces on the east side of downtown, Aldersperson Boyd seconded the motion. Upon vote, the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael J. Walsh, Mayor
SECONDER:	James Boyd, Alderperson
AYES:	Boyd, Carpenter, Jennings, Raasch, Walsh

3. Consider Preliminary Resolution for Special Assessment for Storm Sewer Main and/or Laterals on Wishart Avenue.

Eric Rakers, City Engineer, presented an overview of the Preliminary Resolution for Special Assessment for Storm Sewer on Wishart Avenue. City Engineer Rakers reviewed the assessments for lateral and storm sewer main for the assessed properties. He reviewed the extended payment plan stating that the City tries to make the assessment impact smaller to encourage storm sewer hook ups. He stated that the staff recommendation was to adopt the preliminary resolution of the six properties on Wishart Avenue. Mayor Walsh moved to open the meeting for public comment, Alderperson Carpenter seconded the motion, upon vote the motion passed. Randall Mallery, on St. Anthony Street, stated that he received an assessment notice, but his property was not part of the proposed assessment. City Engineer Rakers said that was in error, as his property was not in the assessed area. Mayor Walsh moved to return to regular session, Alderperson Raasch seconded the motion. Upon vote, the motion passed. Discussion followed as to the discrepancy in addresses.

Alderperson Boyd moved to table the preliminary assessment, Alderperson Raasch seconded the motion. Upon vote the motion passed.

RESULT:	TABLED [UNANIMOUS]
AYES:	Boyd, Carpenter, Jennings, Raasch, Walsh

4. Consider Preliminary Resolution for Special Assessment for Storm Sewer Main and/or Laterals on Franklin Street.

Eric Rakers, City Engineer, reviewed the proposed preliminary assessment for storm sewer connection on Franklin Street. He stated there was only one property impacted and that there would only be a lateral charge for the hook up.

Mayor Walsh moved to adopt the preliminary resolution for special assessment for storm sewer main and or laterals on Franklin Street, and schedule a public hearing at the Board of Public Works meeting on July 11, 2016 unless the impacted property signs a waiver of public hearing for a special assessment, Alderperson Raasch seconded the motion. Upon vote the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael J. Walsh, Mayor
SECONDER:	Dean Raasch, Alderperson
AYES:	Boyd, Carpenter, Jennings, Raasch, Walsh

5. Consider Ordinance Changes for Commercial Garbage & Recycling Collection.*

Scott Thoresen, Director of Public Works, presented the Ordinance changes for commercial garbage and recycle collection that had been proposed at the May 9, 2016 Board of Public Works meeting. The changes he outlined were: 1). Create a Nicolet Square recycle and garbage collection district to be serviced by a private waste hauler. This would be implemented by 12/31/16; 2). Implement a three cart rule at the same time as implementing Nicolet Square collection. All properties would be restricted to a total of 3 carts (garbage/recycle) per parcel. This would be implemented by 6/1/17; and 3).

The remainder of the downtown areas defined in current ordinance would eventually go to a dumpster collection similar to Nicolet Square at a to-be-determined time in the future. Also included in the ordinance revisions was direction on storage of waste receptacle containers for all properties. Still to be determined by the Board of Public Works was a formula for setting rates for the dumpster usage and recyclable collection for Nicolet Square.

City Attorney, Judith Schmidt-Lehman, gave an overview of the state statute in regard to the setting of rates for service. She stated that objective criteria needed to be used to determine the rates, otherwise the rates could be challenged in court.

Mayor Walsh moved to open the meeting at 8:25pm for public comment, Alderperson Raasch seconded the motion. Upon vote, the motion passed. Ellen DeKeyser thanked Scott Thoresen for doing the research on the industry standards, and stated that the current collection containers were unsightly and smelly. She shared concern for the appropriate rates being applied to small user businesses and supported Option 4. Paula Kochen, expressed concerns for the additional costs that would be sustained by the non-profit she represents. She said that they have dumpsters and city collection containers. She asked if she could keep the City collection containers. Director Thoresen stated that with this ordinance change commercial/institutional properties would have to go strictly private once they are over the cart limit. Mayor Walsh moved to return to regular session at 8:34pm, Alderperson Raasch seconded the motion. Upon vote, the motion passed. Discussion followed in regard to businesses having adequate space to build enclosures, the history of why the proposed change in commercial waste collection began, rate setting to provide equity between large and small users, how these changes could reduce volume and tipping fees, residential container storage, and whether to send it back to staff to review and bring back at the July Board of Public Works meeting.

Alderperson Raasch moved to approve the recommendations for ordinance change for commercial garbage and recycling collections and Option 4 for the rate formula for Nicolet Square, Alderperson Boyd seconded the motion. Discussion followed. Alderperson Raasch modified the original motion to approve the recommendations for ordinance change, option 4, adding that the ordinance changes should come back to the Board of Public Works meeting on July 11, 2016. Alderperson Boyd seconded the modified motion. Upon vote the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	James Boyd, Alderperson
AYES:	Boyd, Carpenter, Jennings, Raasch, Walsh

6. Consider Compliance Maintenance Annual Report (CMAR) for Wastewater Collection System.*

Eric Rakers, City Engineer, presented the completed Compliance Maintenance Annual Report (CMAR) for wastewater collection system. **Alderperson Raasch moved to approve the Report for submittal to the Wisconsin Department of Natural Resources, Mayor Walsh seconded the motion. Upon vote, the motion passed.**

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Michael J. Walsh, Mayor
AYES:	Boyd, Carpenter, Jennings, Raasch, Walsh

7. Parking and Traffic Discussion Items from May 23, 2016 Meeting.

Eric Rakers, City Engineer, reviewed each discussion item. No action was taken.

8. Consider Award of Contract for Project 16-07 Asphalt, Curb, & Utility Repair.*

Mayor Walsh moved to approve the award of contract for Project 16-07 Asphalt, Curb, & Utility Repair, to Wood Sewer & Excavation in the amount of \$1,573,690.00, Alderperson Boyd seconded the motion. Upon vote, the motion passed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael J. Walsh, Mayor
SECONDER:	James Boyd, Alderperson
AYES:	Boyd, Carpenter, Jennings, Raasch, Walsh

IV. Future Agenda Items

Alderperson Carpenter requested that the Parking & Traffic committee look at S. Sixth Street and the blind curve at 1208 S. Sixth Street to determine whether there is needed a no parking sign from 1108 S. Sixth to the connect at 7th Street.

V. Adjournment

Mayor Walsh moved to adjourn the Board of Public Works meeting, Alderperson Raasch seconded the motion. Upon vote, the motion passed and the meeting was adjourned at 9:25pm.

Respectfully submitted,
Pam Denis

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: July 11, 2016

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Consider Ordinance Changes for Commercial Garbage & Recycling Collection.*

At our last BOPW meeting on June 13, 2016, staff went over ordinance changes summarized below:

* Redefining "multiple-family source": It was felt by staff since we are changing the maximum polycarts to three(3) we needed to reconsider multi-family to be three or more residential units instead of five. This was not originally discussed in previous meetings but felt it needs to be addressed now since we are revising the entire ordinance. This would now require a three or four unit property to go with a private hauler.

* Recycle overflow: The existing ordinance only allowed for garbage overflow. Staff felt it was necessary to include recycle overflow as well.

* Collection limits and frequency: This section of the ordinance was revised to implement the maximum collection of three (3) carts for commercial, institutional, manufacturing, and residential properties. This has been part of the main discussions staff has held with the BOPW over the past few years. The only thing that staff is proposing different then single family resident is changes so a duplex would be allowed to have one garbage cart and one recycle cart per unit. The two units combined would be allowed four (4) carts as we currently operate today. In addition as mentioned above we would redefine multifamily not to be three or more units and would have to be private collection.

* Storage of solid waste between collections: This section of the ordinance was revised to tighten up the requirements for storage of polycarts and other containers. The biggest change is if the polycart or containers are not in a building or other enclosure than they would need to be stored where the polycarts or containers are fully screened from any observer located at the property line or public right-of-way. Staff is proposing this be effective January 1, 2018 to allow enough time for properties to any enclosures or screening.

* Nicolet Square collection: A new section was created in the ordinance to allow for common collection services utilizing dumpsters. This has been part of the main discussions staff has held with the BOPW over the past few years. The BOPW decided to use a formula using industry standards for establishing rates to be charged to properties benefitting from common collection services. The factors to be used in establishing monthly charges would be 6.77 for "eating and drinking establishments" and 1.115 for all other parcels. In addition, parcels can opt out if they have the area to do so.

The BOPW then decided to postpone approving the ordinance changes until July meeting so they had further time to review the ordinance revisions. In addition, the delay would allow time to send out notices to parcels that have over three (3) residential units per parcel.

Since the last meeting, staff has reviewed the ordinance again and is recommending the following changes:

* The definition for an overflow collection day is:

1. any such day as is declared by the city; or

2. any such day that an "overflow tag" is affixed to the recyclable container placed outside the recyclable polycart; or

3. those infrequent days, not to exceed four collection days in a calendar year, that an "overflow tag" is affixed to the plastic bag container placed outside the garbage polycart.

The reason for this modification is to control the overflow so property owners do not supplement "overflow" because their needs exceeds three (3) carts.

* Staff felt we need to keep the "multi-family source" as it currently exists which is properties containing five or more units. However, we are proposing to limit the number of carts to two (2) per unit like we did for duplexes. The reason for staying with the existing ordinance is due to not being able to eliminate a service completely without impacting the City's levy limit.

It is recommended by staff to approve the ordinance revisions.

Any questions please contact my office.

ATTACHMENTS:

- Ch 82 - Solid Waste Ord Rev Clean Version JSL edits 6-28-16 (DOCX)
- Ch 82 - Solid Waste Ord Rev Redline JSL edits 6-28-16 (DOCX)

Chapter 82 - SOLID WASTE/CURBSIDE RECYCLABLE COLLECTION

Sec. 82-1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Bi-metal container means a container for carbonated or malt beverages that are made primarily of a combination of steel and aluminum.

Brush means trimmings from shrubs and trees but does not include brush or yard waste generated by a service contractor.

Collectable recyclables means all plastic bottles & containers including: all food, beverage and household bottles, jars, jugs, dairy containers and lids, deli, bakery, produce containers and lids; all paper including: newspapers and inserts, magazines, books, catalogs, milk, juice and soup cartons, junk mail and office paper; all metal and glass including: aluminum bottles and cans, steel, tin and bi-metal cans, empty aerosol cans, food and beverage glass bottles and jars. The items listed as collectable recyclables in this definition may be modified by the director of public works in accordance with the effective date of state law or applicable state department of natural resources regulations or variances therefrom. The director of public works shall be responsible for informing the public of all acceptable collectable recyclables.

Collectable solid waste means garbage, collectable recyclables, brush, yard waste and refuse.

Commercial or manufacturing source means any private business enterprises, including, but not limited to, offices, stores, taverns, service stations, restaurants and similar businesses whether non-profit or profit making in nature, excluding hazardous, toxic, noxious or offensive waste, brush, yard waste, refuse or commercial debris.

Compost site means a public site prepared and operated by the city for the purpose of composting yard waste.

Construction debris means all waste resulting from building construction or demolition, alteration, or repair, including excavated material, remodeling, and other waste including but not limited to windows, doors, drywall, framing and roofing materials, flooring, carpeting cabinets and counter tops, concrete, stone, asphalt, sod, earth, dirt, and brick.

Container board means corrugated paperboard used in the manufacture of shipping containers and related products.

Disposable bag and *bag* mean a one-way disposable bag made of polyurethane or other plastic material with a securing twist tie consisting of a minimum of two-ply paper and minimum of 1½ mils thickness for plastic. Bags shall not exceed a volume capacity

of 30 gallons or a weight of 50 pounds. Whenever the terms "disposable bag" and "bag" are used in this chapter, such words will mean disposable bag as described in this definition.

Foam polystyrene packaging means packaging made primarily from foam polystyrene that satisfied one of the following criteria:

- (1) Is designed for serving food or beverages.
- (2) Consists of loose particles intended to fill space and cushion the packaged article in a shipping container.
- (3) Consists of rigid materials shaped to hold and cushion the packaged article in a shipping container.

Garbage means miscellaneous waste material, excluding recyclables, including, but not limited to, discarded material resulting from handling, processing, storing, consumption of food, paper, metals, rubber, wood, cloth, and litter. Garbage shall specifically exclude hazardous, offensive, noxious or toxic wastes, refuse, construction debris, yard waste or brush.

Hazardous and/or toxic waste means waste materials or substances which, during normal storage in handling, may be a potential cause of harm, sickness or death, such as explosives, petroleum products, metal or pharmaceutical materials, corrosive chemicals, poisonous or pathogenic substances, pesticides, chemicals, radioactive materials, toxic materials, and all other similar harmful substances, whether in solid, liquid or gaseous form.

Institutional source means any institutional enterprise, including, but not limited to, churches, schools, educational institutions, and fraternal organizations.

HDPE means high density polyethylene, labeled by the SPI code #2.

LDPE means low density polyethylene, labeled by the SPI code #4.

Landscape/lawn care operation means all landscape, lawn care, nursery, tree service, or other business which provides landscape and lawn care services to others for a fee or other consideration. See also *service contractor*.

Magazines means magazines and other materials printed on similar paper.

Major appliance means a residential or commercial air conditioner, clothes dryer, clothes washer, dishwasher, freezer, microwave oven, oven, refrigerator, stove, furnace, boiler, humidifier or water heater. Major appliances are considered refuse for purposes of this chapter. Microwave ovens which have had the capacitor removed shall not be considered major appliances.

Manufacturing source means waste resulting from manufacturing or processes and operations, excluding hazardous, offensive, toxic or noxious wastes, refuse, yard waste, brush or construction debris.

Multiple-family source means a property containing five or more residential units, including those which are occupied seasonally.

Newspaper means a newspaper and other materials printed on newsprint.

Noxious and/or offensive waste means those wastes that are unwholesome or have an unpleasant smell or are otherwise noxious and/or offensive, such as manure, filth, slop, carcasses, carrion meat, fish, entrails, hides and hide scrapings, paint, kerosene, oil or greasy substances, and objects that may cause injury to any person or animal or damage to vehicles such as barbed wire, briar thorns or similar materials. The term "manure" herein shall not include the excrement/fecal waste of domesticated animals allowed upon R-1 Single Family Residence District and R-2 Single and Two Family Residence District zoned parcels provided such excrement/fecal waste is properly packaged and disposed of so as to not leak, leach or spill into the garbage container.

Office paper means high grade printing and writing papers from offices in nonresidential facilities and properties. Printed white ledger and computer printout are examples of office paper generally accepted as high grade. This term does not include industrial process waste.

Other resins and multiple resins mean plastic resins labeled by the SPI code #7.

Other sources mean municipal buildings and municipal public spaces.

Overflow collection day means a day on which garbage or collectable recyclables that cannot fit in the polycart is collected. On an overflow collection day, garbage which cannot fit into the polycart shall be placed in a disposable bag alongside but not inside the polycart for collection. On an overflow collection day, collectable recyclables that cannot fit in the polycart may be placed in a container which itself is a collectable recyclable and which is of a size which can fit within the polycart, and such container shall be placed alongside the polycart for collection. An overflow collection day is:

1. any such day as is declared by the city; or
2. any such day that an "overflow tag" is affixed to the recyclable container placed outside the recyclable polycart; or
3. those infrequent days, not to exceed four collection days in a calendar year, that an "overflow tag" is affixed to the plastic bag container placed outside the garbage polycart.

Overflow tag means the tag purchased at city hall or the municipal service center for the privilege of placing solid waste which does not fit in a polycart out for pick up. Each overflow tag shall permit the placement of no more than two overflow containers [either plastic bag(s) or recyclable container(s)] for collection. The fee for such tag shall be as established by resolution of the common council.

Patron means any person producing any type of waste material covered by the regulations of this chapter. In the case of a firm or corporation, the term "patron" will be construed to mean the principal agent, office or employee responsible for the firm or corporation.

Person means any individual, corporation, partnership, association, educational institution, local governmental unit as defined in Wis. Stats. §66.0117(1)(a), state agency or authority, or federal agency.

PETE means polyethylene terephthalate, labeled by the SPI code #1.

Plastic container means an individual, separate, rigid plastic bottle, can, jar or carton, except for a blister pack, that is originally used to contain a product that is the subject of a retail sale.

Polycart means a reusable container specifically designed for automated collection and provided by the city for a fee determined by the City Council. Polycarts are the property of the city and shall remain with the parcel address to which it is assigned by the city. Polycarts are specifically designated for garbage or collectable recyclable use. Garbage polycarts are available in large or small sizes. If a parcel is allowed two (2) garbage polycarts under this ordinance, at least one of the polycarts shall be the large size.

Postconsumer waste means solid waste other than solid waste generated in the production of goods, hazardous waste as defined in Wis. Stats. §291.01 (including such amendments as may be made from time to time), waste from construction and demolition of structures, scrap automobiles, or high-volume industrial waste as defined in Wis. Stats. §289.01 (including such amendments as may be made from time to time).

PP means polypropylene, labeled by the SPI code #5.

Private collection receptacle means container(s) provided by a private garbage or recyclable collection hauler.

PS means polystyrene, labeled by the SPI code #6.

PVC means polyvinyl chloride, labeled by the SPI code #3.

Recyclable materials means lead acid batteries; major appliances; waste oil; yard waste; and collectable recyclables as defined in this section.

Refuse or rubbish means miscellaneous waste material that is bulky or of such a size that will not fit in polycart and as is not normally collected with garbage including but not limited to furniture, appliances, bicycles, exercise equipment, play equipment, and other household items, mattresses, screen/storm doors, swing sets, plumbing fixtures, ovens, washtubs, wheelbarrows, bikes, box springs, and similar items. Refuse or rubbish excludes construction debris, electronics such as televisions, stereos, microwaves, computers, cell phones, telephones systems, keyboards, servers, copiers, video equipment, business equipment, printers, and similar equipment. Refuse and rubbish also excludes air conditioners, dehumidifiers, freezers, refrigerators, water coolers, and others similar equipment containing Freon. The director of public works shall maintain a list of acceptable items falling within the refuse or rubbish classification.

Refuse or rubbish drop-off site means a public site prepared and operated by the city for the purposes of refuse or rubbish drop-off. The director of public works shall maintain a list of items acceptable for drop off.

Residential source means a property containing one, two, three or four residential units, including those which are occupied seasonally.

Service contractor means a person, firm, entity or company which performs services for a property owner or occupant.

Solid waste means garbage, recyclables, brush, yard waste, refuse, construction debris; hazardous, toxic, offensive or noxious wastes.

Solid waste facility means as specified in Wis. Stats. § 289.01 (35) including such amendments as may be made enacted from time to time.

Solid waste treatment means any method, technique or process which is designed to change the physical, chemical or biological character or composition of solid waste. Treatment includes incineration.

Waste tire means a tire that is no longer suitable for its original purpose because of wear, damage or defect.

Yard waste means all materials originating in the yard and garden which are capable of natural decomposition, including leaves, grass clippings, and other vegetation but does not include any yard waste generated by a service contractor. Yard waste does not include any brush.

Sec. 82-2. - Collection limits and frequency.

- (a) Effective June 1, 2017, city shall not collect garbage or collectable recyclables for parcels which create in excess of two (2) large polycarts on a garbage only collection cycle or three (3) large polycarts on garbage recycling collection cycle. The property owner or designated agent shall be responsible for the proper and sanitary storage, collection and transportation of garbage and collectable recyclables generated, all in accordance with federal, state and local regulations.
- (b) Residential source. Garbage from a residential source shall be collected by the city once each week. Collectable recyclables from a residential source shall be collected once every two weeks. The maximum number of polycarts the city shall collect in a collection cycle shall be:
 - (1) Garbage collection only cycle:
 - a. Single family residence: two (2) garbage polycarts at a maximum of 200 pounds each.
 - b. Two, three or four unit residence: one (1) garbage polycart per unit at a maximum of 200 pounds each.
 - (2) Garbage and recyclable collection cycle:
 - a. Single family residence: three (3) polycarts, at least one of which shall be collectable recyclables in a recyclable designated polycart, at a maximum of 200 pounds per polycart.
 - b. Two, three or four unit residence: two (2) polycarts per unit, at least one of which shall be collectable recyclables in a recyclable designated polycart, at a maximum of 200 pounds per polycart.
- (c) Multifamily source. Garbage and collectable recyclables shall not be collected from any multifamily source. All owners or designated agents of multifamily dwellings

shall be responsible for the proper and sanitary transportation of garbage and collectable recyclables generated from multifamily sources in compliance with all federal, state and local laws and regulations.

- (d) Commercial, institutional and manufacturing sources. Normal accumulations of garbage from commercial or manufacturing parcels shall be collected once each week. Normal accumulations of collectable recyclables shall be collected from a commercial or manufacturing source once each two weeks. The maximum number of polycarts the city shall collect in a collection cycle shall be:
 - (1) Garbage collection only cycle: two (2) garbage polycarts at a maximum of 200 pounds each.
 - (2) Garbage and recyclable collection cycle: three (3) polycarts, at least one of which shall be collectable recyclables in a recyclable designated polycart, at a maximum of 200 pounds per polycart.
- (e) Commercial sources in certain locations. Normal accumulations of garbage and collectable recyclables from commercial and manufacturing parcels located in Mission Square, Perrot Square, Marquette Square, the block bounded by Fourth, Fifth, Main and Reid, and the block bounded by Broadway, Front, George and James Streets, up to a maximum limit of five polycarts of solid waste at a maximum of 200 pounds each per parcel shall be collected once each week.
- (f) Other sources. Normal accumulations of garbage from municipal buildings and municipal public spaces shall be collected once per week by the city. Collectable recyclables from the sources stated in this subsection shall be collected once every two weeks.
- (g) Construction debris. Construction debris shall not be picked up by the city. It shall be the responsibility of the owner and/or contractor to properly dispose of construction debris as provided by law.

Sec. 82-3. - Storage of solid waste between collections.

- (a) Storage of City issued polycarts.
 - (1) The owner and/or the occupant of a residential source shall be responsible for the proper and sanitary storage of all collectable solid waste accumulated at the premises until collection.
 - (2) The owner and/or the occupant of a residential source shall use sufficiently sized polycarts to adequately hold garbage or collectable recyclables accumulating between collections without overloading.
 - (3) All polycarts shall be maintained in a good, clean and sanitary condition. Bags shall be securely tied and free of rips and placed in polycarts. Polycarts shall not be overloaded, bent, broken or otherwise maintained so as to prevent the cover from properly fitting thereon.

- (4) The owner and/or the occupant shall be responsible for the proper and sanitary storage of all other solid waste and collectable recyclable material and shall be responsible for its disposal according to law.
- (5) Polycarts shall be stored during the time period between collection days in the following locations:
 - a. Residential sources. Effective January 1, 2018, polycart(s) from residential sources shall be stored in a garage or other permitted enclosure or outbuilding on the parcel when available. When such garage or other permitted enclosure or outbuilding is not available, the polycart(s) shall be screened from view of any observer located at the property line or any public right-of-way. Acceptable screening devices include bushes, fences and other screening device that visually blocks the view of the polycart(s). All screening shall be properly maintained and in a good state of repair.
 - 1. Polycart(s) may be stored in the backyard, garage, or any other convenient discreet location, provided they are screened as provided herein.
 - 2. Polycart(s) must be stored with the lids completely closed.
 - 3. Do not store polycart(s) near a furnace, grill or any other heat source.
 - b. Commercial, institutional and manufacturing sources. Effective January 1, 2018, polycarts from commercial, institutional and manufacturing sources which are not subject to refuse and recycle enclosure storage requirements under its site plan approval from the City Plan Commission shall be stored in an enclosure on the parcel when available. When such enclosure is not available, the polycarts shall be screened from view of any observer located at the property line or any public right-of-way. Acceptable screening devices include bushes, fences, except chain link with slating, and other screening device that visually blocks the view of the polycart(s). All screening shall be properly maintained and in a good state of repair.
- (b) Enclosures for Private Collection Receptacles.
 - (1) Effective January 1, 2018, all property upon which private collection receptacle(s) are stored which are not subject to refuse and recycle storage requirements under any site plan approval from the City Plan Commission, shall store such private collection receptacles in a garage or other permitted enclosure. When such garage or other permitted enclosure or outbuilding is not available, the private collection receptacle(s) shall be screened from view of any observer located at the property line or any public right-of-way. Acceptable screening devices include bushes, fences and other screening device that visually blocks the view of the private collection receptacle(s). All private collection receptacle(s) shall be stored with lids completely closed and away from all heat sources. All screening shall be properly maintained and in a good state of repair.

- (2) The building inspector or his/her designee shall have the authority to order that any exterior storage of garbage, recyclables, or refuse be enclosed in a structure if, in the building inspector's determination, the storage of such garbage, recyclables, or refuse is unsanitary or creates or tends to create a nuisance to public health or safety. Such enclosure shall meet the following requirements:
- a. Use of such enclosure shall be limited to the storage of private collection receptacles; and
 - b. The enclosure shall be 100% impervious to sight; and
 - c. The enclosure shall be equipped with a gate, and both the gate and the enclosure shall be constructed of vinyl, brick, masonry or composite wood which matches the primary structure. Chain link fence with slats is not permitted.
 - d. The enclosure shall be at least (1) foot higher than the receptacle(s) but no higher than six (6) feet. No refuse or recycle may be stored higher than the enclosure.
 - e. The refuse recycle storage area shall have a compliant hard surface (gravel is not allowed).
 - f. Landscaping is required around screening walls wherever they abut a non-paved surface or a required landscape area.

Sec. 82-4. - Placement of garbage and collectible solid waste for city collection.

(a) Placement of polycarts for collection.

- (1) Commercial, Institutional, Manufacturer and Residential sources.
 - a. Commercial, Institutional, Manufacturer and Residential garbage and recyclables will be prepared as set forth below.
 - b. All garbage and collectable recyclables shall be placed in the proper polycart. The polycart shall be placed within three feet of the curb with the directional arrow pointing toward the street where available. Collections may be made at the alley line where such parcels are served by an alley or adjacent to the sidewalk in designated downtown areas, subject to the consent and approval of the street superintendent.
 - c. All polycarts shall be placed no less than four feet away from each other or any other objects.
 - d. Polycarts shall not be placed in front of parked cars.
 - e. Location of polycarts in winter. During winter months, polycarts shall be placed in the driveway apron or on an adjacent area to the curb line which has been shoveled free of snow. In cases where the street superintendent determines that collection would be best facilitated by allowing property

owners to place polycarts at other accessible points, this subsection may be waived by the city. Polycarts shall not be placed on top of snow bank.

- f. All solid waste placed for collection shall be deemed abandoned and shall become property of the city upon being placed for collection.
- (2) Multifamily source. There shall be no collection of garbage and collectable recyclables from multifamily sources.
- (b) Preparation of garbage for collection generally. All garbage placed for collection shall be prepared as provided under this section. Containers which are not polycarts issued by the city shall not be placed for collection except as provided on overflow collection days.
 - (1) Residential garbage.
 - a. All residential garbage must be placed inside the proper polycart(s).
 - b. No garbage shall be placed outside the polycart for collection unless the collection day is an "overflow collection day" or unless the resident has affixed an overflow tag to one of two plastic bags placed outside the cart for collection.
 - (2) Condominiums.
 - a. Residential garbage and collectable recyclables from condominium units shall not take place upon the private condominium property unless the following are present:
 - 1. The private property provides adequate ingress and egress to municipal equipment and vehicles with such maneuverability as to allow that equipment and vehicles to access and depart the property without the necessity of backing the vehicles off of the private property; and
 - 2. The owner of such private property executes a Hold Harmless Agreements as approved by the Common Council on March 2, 2004 (Resolution 04-31).
 - b. If the condominium development cannot or does not comply with the above requirements, residential garbage and collectible recyclables will be collected from such development if prepared in accordance with this section and placed for collection within three feet of the curb line.
 - (3) Commercial, institutional and manufacturing garbage.

Except as provided at section 82-2(d), commercial, institutional and manufacturing garbage must be placed in the proper polycart.
 - (4) Condition of disposable bags placed for "overflow collection day". All garbage placed for collection under this section shall be placed in a sufficient number of bags to adequately hold the garbage. All bags shall be securely tied and free of rips and tears. No sharp edges or protrusions shall be present. No bags shall be placed outside polycart for collection unless the collection day

is an “overflow collection day” or unless there is an overflow tag affixed to one of the two bags placed outside the cart for collection.

- (c) Collection of recyclables. Collectable recyclables shall be separated from garbage and other collectable solid waste and placed for collection in the proper polycart in conformity with this subsection.

(1) Residential collectable recyclables.

Occupants of single to four unit residences shall, to the greatest extent practicable, separate collectable recyclables from garbage and other solid waste and shall keep the collectable recyclables clean and free of contaminants, such as produce residue, oil or grease, or other non-recyclable materials, including, but not limited to, household hazardous waste, medical waste and agricultural chemical containers. Recyclable materials shall be stored in accordance with §82-3 of this ordinance in a manner which protects them from wind, rain and other inclement weather, and shall be placed curbside for collection as provided at §82-4 of this ordinance.

(2) Commercial, institutional and manufacturing sources.

Recyclable materials may be placed for collection as provided in section 82-4 of this ordinance.

(3) Responsibilities of owners or designated agents of multifamily dwellings. Owners or designated agents of multifamily dwellings shall be responsible to:

- a. Provide adequate separate containers for recyclable materials;
- b. Notify tenants in writing at the time of renting or leasing the dwelling and at least semiannually thereafter about the established recycling programs;
- c. Provide for the collection of materials separated from the solid waste by tenants and the delivery of the materials to a recycling material facility;
- d. Notify tenants of the reasons to reduce and recycle solid waste, which includes materials collected, how to prepare the materials in order to meet the processing requirement, collection methods or sites, locations and hours of operation, and a contact person or company, including the name, address and telephone number.

The requirements of subsection (c)(3)a, b, c and d of this section will not apply to the owners or designated agents of multiple-family dwellings if the postconsumer waste generated within the dwelling is treated at a processing facility licensed by the state department of natural resources which recovers collectable recyclables from solid waste in as pure a form as is technically feasible.

(4) Responsibilities of owners or designated agents of commercial, institutional, and manufacturing parcels. Owners or designated agents of nonresidential facilities and properties shall:

- a. Provide adequate, separate containers for recyclable material.

- b. Notify in writing, at least semiannually, all users, tenants and occupants of the properties about the established recycling program.
- c. Provide for the collection of materials separated from the solid waste by the users, tenants and occupants, and the delivery of the materials to a recycling facility.
- d. Notify users, tenants and occupants of reasons to reduce and recycle, which materials are collected, how to prepare materials in order to meet the processing requirements, collection methods or site, locations and hours of operation, and a contact person or company, including a name, address and telephone number.

The requirements of subsection (c)(4)a, b, c and d of this section do not apply to owners or designated agents of commercial, institutional and manufacturing parcels if the postconsumer waste generated within the facility or property is treated at a processing facility licensed by the state department of natural resources that recovers for recycling the collectable recyclables from solid waste in as pure a form as is technically feasible.

- (5) Separation of recyclables not required. The requirement that collectable recyclables be segregated from garbage and other solid waste do not apply in the following circumstances:
 - a. To the occupants of single-family and two-family to four-family unit residences, multiple-family dwellings and nonresidential facilities or properties that send their postconsumer waste to a processing facility licensed by the state department of natural resources that recovers recyclables from solid waste in as pure a form as is technically feasible.
 - b. Solid waste which is burned as a supplemental fuel at a facility if less than 30 percent of the heat input to the facility is derived from the solid waste burned as a supplemental fuel.
 - c. Any collectable recyclable for which a variance has been granted by the state department of natural resources under Wis. Stats. § 159.11(2), or Wis. Admin. Code NR § 544.14.
- (6) Collection time. All garbage, collectable recyclables or other collectable solid waste shall be placed as required by this chapter by 6:30 a.m. on the designated collection day.
- (7) Preparation time. All garbage, collectable recyclable or other collectable solid waste, when placed in front of a property pursuant to this chapter, shall not be so placed prior to 6:00 p.m. the day before the collection day for the garbage, collectable solid waste or collectable recyclable. Any polycart, solid waste or other item which is not collected in accordance with applicable provisions of this chapter shall be removed from curbside not later than midnight the day of collection.

Sec. 82-5. - Preparation of brush, refuse and yard waste.

- (a) Brush, refuse and yard waste shall be collected as determined by the board of public works.
- (b) When collected, brush, refuse and yard waste shall be prepared as follows:
 - (1) Brush. Brush shall be placed in stacks aligned parallel to the curb and shall not obstruct either the street (and gutters) or sidewalk. In areas where there are no sidewalks, brush shall be placed within four feet of the curb line and placed in stacks aligned parallel to the curb line and in such a manner as to not interfere with the flow of water in the gutters.
 - (2) Refuse. Refuse shall be placed at the curbside in such a manner as to provide the greatest ease of loading and collection into a truck. All refuse shall be free of jagged or sharp edges, protruding nails, protruding screws and any other hazardous condition.
 - (3) Yard waste. Yard waste shall be placed neatly in piles within six feet of the curb line and in such a manner as not to interfere with the flow of water through the gutters nor to obstruct the sidewalk or street.
- (c) Refuse or rubbish drop off site. The city may establish such refuse or rubbish drop-off sites as deemed appropriate by the board of public works. Such drop-off site shall be subject to the following regulations:
 - (1) Only refuse or rubbish as defined in this chapter and prepared in accordance with this section shall be deposited at any designated drop-off site.
 - (2) Such drop-off site shall be used only by residents of the city.
 - (3) Such drop-off site shall be used solely for purposes of dropping off and depositing refuse or rubbish at the site. No person shall take, carry away or in any manner remove any refuse or rubbish deposited or in the process of being deposited at the site.
 - (4) The director of public works shall establish such other regulations as reasonably pertain to the operation of the drop-off site.

Sec. 82-6. - Disposal of hazardous and other non-collectible items.

The following materials shall not be collected by the city and the owner and/or occupant of any premises shall be responsible for the proper disposal of such materials as follows:

- (a) Televisions, electronics and computer equipment which may be disposed of at the Brown County Hazardous Waste facility located at 2561 S. Broadway in the Village of Ashwaubenon.

- (b) Fluorescent light bulbs and light ballasts, which may be disposed of at the Brown County Hazardous Waste Facility located at 2561 S. Broadway in the Village of Ashwaubenon.
- (c) Construction debris and concrete (shingles, siding, drywall, etc.), which may be disposed of at the Brown County Transfer Station located at 3734 W. Mason Street, Oneida. Or, Veolia Environmental Services, 1799 County PP, De Pere.
- (d) Propane tanks, which may be disposed of at the Brown County Household Hazardous Waste Facility located at 2561 S. Broadway in the Village of Ashwaubenon.
- (e) Waste tires. By county ordinance, tire retailers must accept used tires for each new tire sold. Any additional tires may be taken to the Brown County Transfer Station located at 3734 W. Mason Street, Oneida.
- (f) Batteries. Automotive batteries can be disposed of at the Brown County Household Hazardous Waste Facility located at 2561 S. Broadway in the Village of Ashwaubenon.

Sec. 82-7. - Authority to direct the disposal of solid waste.

- (a) Disposal at the direction of the street superintendent. All solid waste, whether collected by the city pursuant to this chapter or collected privately, shall be disposed of as directed by the street superintendent or as otherwise provided by law. Solid waste shall not be buried on any premises within the city, and no person shall burn solid waste outdoors at any time within the city limits.
- (b) Solid waste on public streets. It shall be unlawful for any patron or person to deposit, throw, place or leave any solid waste upon any street, court, lane, alley, business, public enclosure, vacant lot, house, yard, body of water or any other place except those places provided in this chapter for collection purposes. No person shall remove any solid waste from a private premise without the consent of the occupant, owner or lessee of the premises, and no person shall remove any solid waste which has been set out for collection unless authorized to do so.
- (c) Disruption of collectable solid waste placed for collection unlawful. Except upon the direction of the street superintendent, no person shall upset or break open any bag or upset or remove the cover of any container or polycart placed in the manner provided for by this chapter for solid waste collection or otherwise remove the contents of any such receptacle in any street, alley or other public place.
- (d) Prohibitions on disposable recyclable materials separated for recycling. No person may dispose of in a solid waste disposal facility or burn in a solid waste treatment facility any collectable recyclables which have been separated for recycling.

Sec. 82-8. - Disposal of certain solid wastes.

- (a) Disposal of animal offal and other offensive wastes. Animal offal and other offensive waste, including dead animals, fish, fowl, manure and nightsoil may not be placed for collection by the municipal collection service. It is the responsibility of the owner of such animals to dispose the waste in a sanitary manner. The excrement/fecal waste of domesticated animals allowed upon Single Family Residence District and Single and Two Family Residence District zoned parcels shall be allowed for municipal collection provided such excrement/fecal waste is properly packaged and disposed of so as to not leak, leach or spill into the garbage container.
- (b) Cinders and ashes. Cinders and ashes or any smoldering embers shall not be placed for collection.
- (c) Disposal of infectious material. The removal of apparel, bedding or other refuse from homes or places where highly infectious or contagious diseases have prevailed shall be performed under the supervision and direction of the city health officer. Such waste shall not be placed curbside for collection with normal garbage or collectable recyclables.
- (d) Hazardous and/or toxic waste. Placing or depositing any hazardous or toxic waste including, without limitation, explosive materials such as dynamite, dynamite caps, shotgun shells, rifle cartridges, gunpowder, gasoline or other similar material in disposable bag, polycart, recyclable box or bundle for collection is prohibited.
- (e) Questions concerning disposal. When any patron is in doubt as to proper preparation, handling and disposal of any type of solid waste, he or she shall communicate with the street superintendent for information concerning handling and disposal.

Sec. 82-9. - Special regulations.

- (a) Accumulation of waste. If the owner, occupant or lessee of any premises shall neglect or refuse to clean up and remove from the premises any solid waste when ordered to do so by the city health officer, the owner, occupant or lessee shall be liable for the penalty provided for violation of this chapter. Should the accumulation occur on any street, alley or public thoroughfare, the waste may be collected by the street superintendent and the entire cost assessed against the abutting property.
- (b) Enforcement of maximum weight limits. All new commercial, manufacturing and multiple-family units may receive municipal solid waste collection under the provisions of this chapter if their waste volumes are below the maximum allowable for collection as provided in this chapter. If it is determined at any time that the patron exceeds the maximum weight limits for four consecutive weeks, the street superintendent may issue a notice providing that municipal collection services will be terminated at the end of 60 days from date of the notice.
- (c) Failure to comply. The street superintendent may refuse to furnish collection service to any person not complying or refusing to comply with this chapter or the rules and regulations made by the board of public works or other orders of the

street superintendent or health department for the collection or disposal of solid wastes.

- (d) Prosecution. When services for collection of solid waste have been withdrawn by the street superintendent from any person for failure to comply with such rules and regulations resulting in the accumulation of garbage or other solid wastes on his premises, which is offensive or a public nuisance, that person may be prosecuted under any ordinance of the city regulating the same.

Sec. 82-10. - Enforcement provisions.

- (a) Enforcement by department of public works. For the purpose of ascertaining compliance with the provisions of this chapter in regard to recyclables, any authorized officer, employee or representative of the department of public works may inspect recyclable materials separated for recycling, garbage intended for disposal, recycling collection sites and facilities, collection vehicles, and any records relating to recycling activities which shall be kept confidential when necessary to protect propriety information. No person may refuse access to any authorized officer, employee or authorized representative of the department of public works who requests access for purposes of inspection and who presents appropriate credentials. No person may obstruct, hamper or interfere with any such inspection.
- (b) Penalty. Any person who violates the provisions of this chapter or who refuses to obey any order issued under this chapter shall be subject to a forfeiture collected by municipal citation. The issuance of the citation shall not preclude proceeding under any other ordinance or law relating to the same matter. Proceeding under any other ordinance or law relating to the same matter shall not preclude the issuance of a citation under this subsection. Penalties for violating this chapter shall be as determined by resolution of the common council. Each 24-hour period of violation, disobedience, omission, neglect or refusal to obey this chapter or any order in accordance therewith shall be deemed a separate offense.

(Code 1974, § 23.11; Ord. No. 10-08, §§ 4, 5, 5-4-2010)

Sec. 82-1. - Compost site regulations.

- (a) No bags or reusable containers may be disposed of at the compost site.
- (b) Persons transporting yard waste shall cover or otherwise contain the waste in such a manner as to prevent scattering or dumping of yard waste in transport.
- (c) The hours of operation of the compost site shall be published by the department of public works.
- (d) Yard waste from commercial operations is prohibited.

(Ord. No. 14-11, § 1, 9-16-2014)

Sec. 82-12. - Nicolet Square Recyclable and Garbage Common Collection Service District Created.

(a) *Purpose*

The Common Council finds that continued city collection of commercial source recyclables and garbage has led to the proliferation of recycling and garbage carts in the city's downtown commercial areas, resulting in access restrictions to businesses and public parking areas and sanitary and aesthetic concerns. Further, commercial building footprints in the historic downtown commercial areas typically encumber the entire parcel, leaving little or no room for public or private refuse container storage or screening, allowing few options to avoid the detrimental impact caused by the presence of individual recycle and garbage carts on collection days or when stored between collection days.

Wis. Stats §66.0405 authorizes the city to create district(s) for the collection of refuse defined by type of property. Although both the east and west side commercial business areas exhibit the detrimental impact on aesthetics and access caused by multiple containers on public parking property each collection day, the number of commercial businesses properties contributing to the problem on the east side is far less than on the west side. Further, the configuration of business properties on the west side is compact due to the presence of the Nicolet Square Parking Mall, providing the city an opportunity to implement a novel approach to prevent the deleterious effects the proliferation of recyclable and garbage containers has on the historic downtown commercial properties. The Common Council is mindful that it has not before set apart public property for the purpose of recyclable and garbage collection by a private waste hauler, and wishes to determine the effectiveness of the action prior to expanding the program.

Therefore, deeming it prudent to establish one such common collection district at this time to determine the efficiency and effectiveness of the collection method, the Common Council hereby creates the Nicolet Square Recyclable and Garbage collection District ("the Nicolet Square District"). In circumstances where the provisions of this section are in conflict with other sections of this chapter, the provisions of this section shall control.

(b) *Definitions*

When used in this section, the following definitions shall apply:

- (1) *Common area* means the location(s) identified by the city where it will place dumpster(s) for collecting commercial source recyclables and garbage from the Nicolet Square District.
- (2) *Dumpster* means a container designed and used for dumping, receiving and transporting recyclable materials and garbage. In this section, dumpster does not include polycart(s).
- (3) *Nicolet Square District* shall mean those real properties abutting Main Ave to

the North, Third Street to the East, Reid Street to the South and Fourth Street to the West, in particular the following Parcels: WD-906, WD-907, WD-908, WD-909, WD-910, WD-911, WD-912, WD-913, WD-915, WD-917, WD-918, WD-919, WD-920, WD-921, WD-922, WD-923, WD-925, WD-930 and WD-931, except for those parcels which may have opted out as permitted under §82-12(d)2.

- (4) *Waste generator rate* means the rate assigned to the commercial use of the parcel as determined by *Waste Management Practices-Municipal, Hazardous, and Industrial – Second Edition*.

(c) *City to Provide Common Collection Service*

1. Commencing January 1, 2017, city shall provide common area(s) for placing dumpster(s) for receiving and disposing of normal accumulations of commercial source recyclables and garbage generated by the owners and/or tenants of the parcels comprising the Nicolet Square District. Further, city shall provide or contract to provide collectable recyclable and garbage dumpster collection and transportation services therefore. City shall allow owners of establishments in the Nicolet Square District to place necessary grease collection containers in the common area(s), who shall be responsible for maintaining that area in a clean and orderly manner and for the proper and sanitary collection of the same by a service contractor.
2. Dumpsters in the common area shall be serviced by City or its contractor at such times and frequencies as necessary to maintain the area in a good, clean and sanitary condition. The collection limits and frequency found in §82-2 of this chapter do not apply to the common collection service to the Nicolet Square District.
3. Only commercial source collectable recyclables and garbage, as defined in §82-1 DPMC shall be placed in the appropriate dumpsters, except that restaurant grease is permitted when placed in the appropriate grease container provided as specified above.
4. The dumpsters in the common area(s) shall be used only by the owners and tenants of the Nicolet Square District as defined in this section.
5. The city shall collect all previously city issued polycarts from each property in the Nicolet Square District. No polycart shall be distributed to any parcel in the Nicolet District after December 31, 2016. All parcels shall receive the city Collection Services described above commencing January 1, 2017 unless a property owner qualifies for and provides notice to city of their intent to opt out of such service under paragraph (d)2. After December 31, 2016, regulations found in §82-4(a) (2), (c) (2), and (c) (4) of this chapter regarding polycarts do not apply to this section.

(d) *Participation in City Provided Collection Service*

- (1) Except as provided herein, all parcels in the Nicolet Square District shall be provided City Collection Services. A property owner meeting all of the requirements of paragraph (2) below may provide written notice of their intent to opt out of the City provided collection service and to be responsible for their own safe and sanitary collectible recyclable and garbage collection service. Notice shall be as provided in paragraph (2) below.
- (2) A property owner may opt out of the common collection service provided by the city if all of the following apply:
 - A. The parcel for which the owner opts out is of sufficient size and shape such that all private collection receptacles and the enclosure therefore are located entirely upon such parcel and enclosed in accordance with all of the following requirements:
 - i. Use of such enclosure shall be limited to the storage of private collection receptacles; and .
 - ii. The enclosure shall be 100% impervious to sight; and
 - iii. The enclosure shall be equipped with a gate, and both the gate and the enclosure shall be constructed of vinyl, brick, masonry or composite wood which matches the primary structure. Chain link fence with slats is not permitted.
 - iv. The enclosure shall be at least (1) foot higher than the receptacle(s) but no higher than six (6) feet. No refuse or recycle may be stored higher than the enclosure.
 - v. The refuse recycle storage area shall have a compliant hard surface (gravel is not allowed).
 - vi. Landscaping is required around screening walls wherever they abut a non-paved surface or a required landscape area.
 - B. The parcel owner shall provide written notice of opt out to the Director of Public Works on or before October 1 of the year preceding the effective date of the opt out. Once the opt out is effective, the opt out shall continue unless the owner of the parcel provides the Director of Public Works with a request to terminate the opt out on or before October 1 of any year. If the termination request is approved by the Director of Public Works (whose approval shall not be unreasonably withheld), the termination shall be effective January 1 of the subsequent year.

(e) *Assessment for city collection services.*

All property owners in the Nicolet Square District except those opted out shall be charged for all costs associated with providing and maintaining the common areas for recyclables and garbage and for all costs associated with providing collection,

transportation and disposal services for recyclables. The Director of Public Works shall annually determine the costs of providing the common collection service utilizing the waste generator rate determined by Waste Management Practices – Municipal, Hazardous, and Industrial – Second Edition. The charge for services rendered to the parcels as described shall be placed as a special charge against the tax roll for such parcel each year as provided by Wis. Stats. §66.0627.

Chapter 82 - SOLID WASTE/CURBSIDE RECYCLABLE COLLECTION^[1]

Sec. 82-1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Bi-metal container means a container for carbonated or malt beverages that is made primarily of a combination of steel and aluminum.

Brush means trimmings from shrubs and trees **but does not include brush or yard waste generated by a service contractor.**, ~~tree limbs less than six inches in diameter, and stalks from garden plants. Brush does not include stumps, root balls or logs greater than six inches in diameter.~~

~~*Bundle* means a securely tied bail or stack of paper products or wood not to exceed dimensions of 12 inches × 18 inches × 12 inches nor a weight of 50 pounds.~~

Collectable recyclables means ~~aluminum containers, corrugated paper, or other container board; foam polystyrene packaging; glass containers; magazines; newspaper; office paper; rigid plastic containers, including those made of PETE, HDPE, PVC, LDPE, PP, PS, and other resins or multiple resins; steel containers; and bi-metal containers.~~ all plastic bottles & containers including: all food, beverage and household bottles, jars, jugs, dairy containers and lids, deli, bakery, produce containers and lids; all paper including: newspapers and inserts, magazines, books, catalogs, milk, juice and soup cartons, junk mail and office paper; all metal and glass including: aluminum bottles and cans, steel, tin and bi-metal cans, empty aerosol cans, food and beverage glass bottles and jars. The items listed as collectable recyclables in this definition may be modified by the director of public works in accordance with the effective date of state law or applicable state department of natural resources regulations or variances therefrom. The director of public works shall be responsible for informing the public of all acceptable collectable recyclables.

Collectable solid waste means garbage, collectable recyclables, brush, yard waste and refuse.

Commercial or manufacturing source means any private business enterprises, including, but not limited to, offices, stores, taverns, service stations, restaurants and similar businesses whether non-profit or profit making in nature, excluding hazardous, toxic, noxious or offensive waste, brush, yard waste, refuse or commercial debris.

~~*Commercial garbage* means waste resulting from the operation of business enterprises, including, but not limited to, offices, stores, taverns, service stations, restaurants and similar businesses, excluding hazardous, toxic, noxious or offensive waste, brush, yard waste, refuse or commercial debris.~~

Compost site means a public site prepared and operated by the city for the purpose of composting yard waste.

Construction debris means all waste resulting from ~~construction or reconstruction of any building, roadway, sidewalk, or sewer; also, any yard waste or brush generated by a service contractor.~~ building construction or demolition, alteration, or repair, including excavated material, remodeling, and other waste including but not limited to windows, doors, drywall, framing and roofing materials, flooring, carpeting cabinets and counter tops, concrete, stone, asphalt, sod, earth, dirt, and brick.

Container board means corrugated paperboard used in the manufacture of shipping containers and related products.

Disposable bag and *bag* mean a one-way disposable bag made of polyurethane or other plastic material with a securing twist tie consisting of a minimum of two-ply paper and minimum of 1½ mils thickness for plastic. Bags shall not exceed a volume capacity of 30 gallons nor a weight of 50 pounds. Whenever the terms "disposable bag" and "bag" are used in this chapter, such words will mean disposable bag as described in this definition.

Foam polystyrene packaging means packaging made primarily from foam polystyrene that satisfied one of the following criteria:

- (1) Is designed for serving food or beverages.
- (2) Consists of loose particles intended to fill space and cushion the packaged article in a shipping container.
- (3) Consists of rigid materials shaped to hold and cushion the packaged article in a shipping container.

Garbage means miscellaneous waste material, excluding recyclables, including, but not limited to, discarded material resulting from handling, processing, storing, consumption of food, paper, metals, rubber, wood, cloth, and litter. Garbage shall specifically exclude hazardous, offensive, noxious or toxic wastes, refuse, construction debris, yard waste or brush.

Hazardous and/or toxic waste means waste materials or substances which, during normal storage in handling, may be a potential cause of harm, sickness or death, such as explosives, petroleum products, metal or pharmaceutical materials, corrosive chemicals, poisonous or pathogenic substances, pesticides, chemicals, radioactive materials, toxic materials, and all other similar harmful substances, whether in solid, liquid or gaseous form.

Institutional sources means any institutional enterprise, including, but not limited to, churches, schools, educational institutions, and fraternal organizations.

HDPE means high density polyethylene, labeled by the SPI code #2.

LDPE means low density polyethylene, labeled by the SPI code #4.

Landscape/lawn care operation means all landscape, lawn care, nursery, [tree service](#), or other business which provides landscape and lawn care services to others for a fee or other consideration. [See also service contractor.](#)

Magazines means magazines and other materials printed on similar paper.

Major appliance means a residential or commercial air conditioner, clothes dryer, clothes washer, dishwasher, freezer, microwave oven, oven, refrigerator, stove, furnace, boiler, humidifier or water heater. Major appliances are considered refuse for purposes of this chapter. Microwave ovens which have had the capacitor removed shall not be considered major appliances.

Manufacturing [source](#) garbage means waste resulting from manufacturing or processes and operations, excluding hazardous, offensive, toxic or noxious wastes, refuse, yard waste, brush or construction debris.

Multiple-family [source](#) ~~dwelling~~ means a property containing [five](#) ~~three~~ ~~five~~ or more residential units, including those which are occupied seasonally.

Newspaper means a newspaper and other materials printed on newsprint.

~~*Nonresidential facilities and properties* means commercial, retail, industrial, institutional and governmental facilities and properties. This term nonresidential facilities and properties does not include multiple-family dwellings.~~

Noxious and/or offensive waste means those wastes that are unwholesome or have an unpleasant smell or are otherwise noxious and/or offensive, such as manure, filth, slop, carcasses, carrion meat, fish, entrails, hides and hide scrapings, paint, kerosene, oil or greasy substances, and objects that may cause injury to any person or animal or damage to vehicles such as barbed wire, briar thorns or similar materials. The term "manure" herein shall not include the excrement/fecal waste of domesticated animals allowed upon R-1 Single Family Residence District and R-2 Single and Two Family Residence District zoned parcels provided such excrement/fecal waste is properly packaged and disposed of so as to not leak, leach or spill into the garbage container.

Office paper means high grade printing and writing papers from offices in nonresidential facilities and properties. Printed white ledger and computer printout are examples of office paper generally accepted as high grade. This term does not include industrial process waste.

Other resins and multiple resins mean plastic resins labeled by the SPI code #7.

Other sources means [municipal buildings and municipal public spaces](#).

Overflow collection day means a day on which garbage [or collectable recyclables that cannot fit in the polycart is collected. On an overflow collection day, garbage which cannot fit into the polycart shall and placed be placed in a disposable bag](#) ~~placed in a disposable bag may be placed along side~~ [alongside](#) but not inside the polycart for collection. [On an overflow collection day, collectable recyclables that cannot fit in the polycart may be placed in a container which itself is a collectable recyclable and which is of a size which can fit within the polycart, and such container shall be placed alongside the polycart for collection.](#) An overflow collection day ~~is: shall be~~

1. ~~any~~ such day ~~(s)~~ as is declared by the city; or
2. ~~and shall also mean any~~ any such day that an "overflow tag" is affixed to the recyclable container~~garbage bag which is~~ placed outside the polycart;
- ~~1-3. those infrequent days, not to exceed four collection days in a calendar year, that an "overflow tag" is affixed to the plastic bag placed outside the polycart.~~

Overflow tag means the tag purchased at city hall or the municipal service center for the privilege of placing solid waste which does not fit ~~garbage bags not~~ in a polycart out for pick up. Each overflow tag shall permit the placement of no more than two overflow containers [either plastic bag(s) or recyclable container(s)]~~garbage bags~~ for collection. The fee for such tag shall be as established by resolution of the common council. ~~Overflow tags are not available for overflow collectable recyclables.~~

Patron means any person producing any type of waste material covered by the regulations of this chapter. In the case of a firm or corporation, the term "patron" will be construed to mean the principal agent, office or employee responsible for the firm or corporation.

Person means any individual, corporation, partnership, association, educational institution, local governmental unit as defined in Wis. Stats. §66.0117(1)(a) , state agency or authority, or federal agency.

PETE means polyethylene terephthalate, labeled by the SPI code #1.

Plastic container means an individual, separate, rigid plastic bottle, can, jar or carton, except for a blister pack, that is originally used to contain a product that is the subject of a retail sale.

Polycart means a reusable container specifically designed for automated collection and provided by the City for a fee determined by the City Council. Polycarts are the property of the City and shall remain with the parcel address to which it is assigned by the City. Polycarts are specifically designated for garbage or collectable recyclable use. Garbage polycarts are available in large or small sizes. If a parcel is allowed two (2) garbage polycarts under this ordinance, at least one of the polycarts shall be the large size. ~~approved by the street department and specifically designed to be adaptable to city garbage and recycling truck automated pickup.~~

No

Postconsumer waste means solid waste other than solid waste generated in the production of goods, hazardous waste as defined in Wis. Stats. §291.01 (including such amendments as may be made from time to time), waste from construction and demolition of structures, scrap automobiles, or high-volume industrial waste as defined in Wis. Stats. §289.01 (including such amendments as may be made from time to time).

PP means polypropylene, labeled by the SPI code #5.

Private collection receptacle means container(s) provided by a private garbage or recyclable collection hauler.^P

PS means polystyrene, labeled by the SPI code #6.

PVC means polyvinyl chloride, labeled by the SPI code #3.

Recyclable materials means lead acid batteries; major appliances; waste oil; yard waste; and collectable recyclables as defined in this section.

Refuse or rubbish means miscellaneous waste material that is bulky or of such a size that will not fit in polycart and as is not normally collected with garbage including but not limited to furniture, appliances, bicycles, exercise equipment, play equipment, and other household items. carpet, mattresses, screen/storm doors, swing sets, plumbing fixtures, ovens, washtubs, wheelbarrows, bikes, box springs, and similar items. Refuse or rubbish excludes also means construction debris, electronics such as televisions, stereos, microwaves, computers, cell phones, telephones systems, keyboards, servers, copiers, video equipment, business equipment, printers, and similar equipment. Refuse and rubbish also excludes air conditioners, dehumidifiers, freezers, refrigerators, and water coolers, and others similar equipment containing Freon. only if such items have a city issued Freon sticker placed upon them in advance of collection.

The director of public works shall maintain a list of acceptable items falling within the refuse or rubbish classification.

Refuse or rubbish drop-off site means a public site prepared and operated by the city for the purposes of refuse or rubbish drop-off. The director of public works shall maintain a list of items acceptable items acceptable for drop off.

Residential source means a property containing one, two, three or four or two three or four residential units, including those which are occupied seasonally.

~~Reusable container and container mean durable, rust resistant, nonabsorbent, watertight, rodent proof, and easily cleanable receptacle with close fitting cover and adequate handles or bales to facilitate handling and which does not exceed a volume capacity of 31 gallons. Whenever the terms "reusable container" and "container" are used in this chapter, such words will mean reusable container for storage of solid waste between collections only.~~

Service contractor means a person, firm, entity or company which performs services for a property owner or occupant.

Solid waste means garbage, recyclables, brush, yard waste, refuse, construction debris; hazardous, toxic, offensive or noxious wastes.

Solid waste facility means as specified in Wis. Stats. § 144.43(5). 289.01 (35) including such amendments as may be made enacted from time to time.

Solid waste treatment means any method, technique or process which is designed to change the physical, chemical or biological character or composition of solid waste. Treatment includes incineration.

Waste tire means a tire that is no longer suitable for its original purpose because of wear, damage or defect.

Yard waste means all materials originating in the yard and garden which are capable of natural decomposition, including leaves, grass clippings, and other vegetation but does not include any yard waste generated by a service contractor. Yard waste does not include any brush. ~~exclusive of brush, stumps, root balls or logs greater than six inches in diameter.~~

Sec. 82-2. - Collection limits and frequency.

(a) Effective ~~January 1~~ June 1, 2017, city shall not collect garbage or collectable recyclables for parcels which create in excess of two (2) large polycarts on a garbage only collection cycle or three (3) large polycarts on a garbage recycling collection cycle. The property owner or designated agent shall be responsible for the proper and sanitary storage, collection and transportation of garbage and collectable recyclables generated, all in accordance with federal, state and local regulations.

~~(a)~~(b) Residential source. Garbage from a residential source shall be collected by the city once each week. Collectable recyclables from a residential source shall be collected once every two weeks. ~~The maximum combined weight of the garbage and collectable recyclables placed for collection shall be 150 pounds for each one through four family, or 200 pounds if a polycart is used. The maximum number of polycarts the City shall collect in a collection cycle shall be:~~

~~(1)~~

(1) Garbage collection only cycle:

a. Single family residence: two (2) garbage polycarts at a maximum of 200 pounds each.

~~a.~~ b. Two, three or four unit Duplex residence: one (1) garbage polycart per unit at a maximum of 200 pounds each.

~~(1)~~(2) Garbage and recyclable collection cycle:

a. -Single family residence: three (3) polycarts, at least one of which shall be collectable recyclables in a recyclable designated polycart, at a maximum of 200 pounds per polycart.

b. Two, three or four unit Duplex residence: two (2) polycarts per unit, at least one of which shall be collectable recyclables in a recyclable designated polycart, at a maximum of 200 pounds per polycart.

~~(bc)~~ Multifamily source. Garbage and collectable recyclables shall not be collected from any multifamily source. All owners or designated agents of multifamily dwellings shall be responsible for the proper and sanitary transportation of garbage and collectable recyclables generated from multifamily sources in compliance with all federal, state and local laws and regulations.

~~(ed)~~ Commercial , or institutional and manufacturing and institutional sources. Normal accumulations of garbage from commercial or manufacturing parcels shall be collected once each week. Normal accumulations of collectable recyclables shall be collected from a commercial or manufacturing source once each two weeks.

The maximum number of polycarts the city shall collect in a collection cycle shall be:

(1) Garbage collection only cycle: two (2) garbage polycarts at a maximum of 200 pounds each.

(2) Garbage and recyclable collection cycle: three (3) polycarts, at least one of which shall be collectable recyclables in a recyclable designated polycart, at a maximum of 200 pounds per polycart.

~~combined weight of garbage and collectable recyclables placed for collection shall be five three polycarts, at least one of which shall be collectable recyclables, at a maximum of 200 pounds each per polycart.concern. Effective January 1, 2017, Pparcels exceeding three large polycarts shall not be collected and owners or designated agents shall be responsible for the proper and sanitary transportation of garbage and collectable recyclables generated in compliance with all federal, state, and local laws and regulations.~~

~~(de)~~ Commercial sources in certain locations. ~~All n~~Normal accumulations of garbage and collectable recyclables from commercial and manufacturing ~~concerns~~parcels located in ~~Nicolet Square~~, Mission Square, Perrot Square, Marquette Square, the block bounded by Fourth, Fifth, Main and Reid, and the block bounded by Broadway, Front, George and James Streets, up to a maximum limit of five polycarts of solid waste at a maximum of 200 pounds each per ~~concern~~ parcel., or, upon approval of the street superintendent, up to a maximum limit of 150 pounds of solid waste per ~~concern~~, shall be collected once each week.

~~(e)~~ ~~Institutional sources. Normal accumulations of garbage from churches, schools, and fraternal organizations, shall be collected once per week by the city. Normal accumulations of collectable recyclables shall be collected once every two weeks. The maximum combined weight of garbage and collectable recyclables placed for collection shall be three large polycarts, at least one of which shall be collectable recyclables, at a maximum of 200 pounds each per polycart. Parcels exceeding three large polycarts shall not be collected and owners or designated agents shall be responsible for the proper and sanitary transportation of garbage and collectable recyclables generated in compliance with all federal, state, and local laws and regulations.~~

~~(fe)~~ Other sources. Normal accumulations of garbage from churches, schools, fraternal organizations, municipal buildings and municipal public spaces shall be collected once per week by the city. Collectable recyclables from the sources stated in this subsection shall be collected once every two weeks. ~~The combined weight limit of garbage and collectibles left for collection shall be five polycarts of 200 pounds each per concern.~~

~~(gf)~~ Construction debris. Construction debris shall not be picked up by the ~~C~~city street ~~division~~. It shall be the responsibility of the owner and/or contractor to properly dispose of construction debris as provided by law.

Sec. 82-3. - Storage of solid waste between collections.

(a) ~~Residential source.~~ Storage of ~~E~~city issued polycarts.

- (1) The owner and/or the occupant of a residential source shall be responsible for the proper and sanitary storage of all collectable solid waste accumulated at the premises until collection.
- (2) The owner and/or the occupant of a residential source shall use ~~sufficient supply of bags, reusable containers, or sufficiently sized~~ polycarts to adequately hold garbage or collectable recyclables accumulating between collections without overloading.
- (3) All ~~bags, containers, and~~ polycarts shall be maintained in a good, clean and sanitary condition. Bags shall be securely tied and free of rips and placed in polycarts. ~~Containers and polycarts~~ Polycarts shall not be overloaded, bent, broken or otherwise maintained so as to prevent the cover from properly fitting thereon.
- (4) The owner and/or the occupant shall be responsible for the proper and sanitary storage of all other solid waste and collectable recyclable material and shall be responsible for its ~~disposal~~ according to law.
- (5) ~~No owner or occupant of any building shall place or store any solid waste or polycarts in front or along side~~ alongside of any building or on any corner lot along the side of a building facing the abutting street except when done for lawful collection in compliance with this chapter. Polycarts shall be stored during the time period between collection days in the following locations:

a. Residential sources. Effective January 1, 2018, ~~P~~polycart(s) from residential sources shall be stored in a garage or other permitted enclosure or outbuilding on the parcel when available. When such garage or other permitted enclosure or outbuilding is not available, the polycart(s) shall be screened from view of any observer located at the property line or any public right-of-way. Acceptable screening devices include bushes, fences and other screening device that visually blocks the view of the polycart(s). All screening shall be properly maintained and in a good state of repair.

1. Polycart(s) may be stored in the backyard, garage, or any other convenient discreet location, provided they are screened as provided herein.

2. Polycart(s) must be stored with the lids completely closed.

3. Do not store polycart(s) near a furnace, grill or any other heat source.

b. Commercial, institutional and manufacturing sources. ~~City~~ Effective January 1, 2018, ~~P~~polycarts from commercial, institutional and manufacturing sources which are not subject to refuse and recycle enclosure storage requirements under its site plan approval from the eCity Plan Commission shall be stored in an enclosure on the parcel when

available. When such enclosure is not available, the polycarts shall be screened from view of any observer located at the property line or any public right-of-way. Acceptable screening devices include bushes, fences, except chain link with slating, and other screening device that visually blocks the view of the polycart(s). All screening shall be properly maintained and in a good state of repair.

(6b) Enclosures for Private Collection Receptacles.

- (1) Effective January 1, 2018, all property upon which private collection receptacle(s) are stored which are not subject to refuse and recycle storage requirements under any site plan approval from the City Plan Commission, shall store such private collection receptacles in a garage or other permitted enclosure. When such garage or other permitted enclosure or outbuilding is not available, the private collection receptacle(s) shall be screened from view of any observer located at the property line or any public right-of-way. Acceptable screening devices include bushes, fences and other screening device that visually blocks the view of the private collection receptacle(s). All private collection receptacle(s) shall be stored with lids completely closed and away from all heat sources. All screening shall be properly maintained and in a good state of repair.
- (2) The building inspector or his/her designee shall have the authority to order that any exterior storage of garbage, recyclables, or refuse be enclosed in a structure if, in the building inspector's determination, the storage of such garbage, recyclables, or refuse is unsanitary or creates or tends to create a nuisance to public health or safety. Such enclosure shall meet the following requirements:
 - a. Use of such enclosure shall be limited to the storage of private collection receptacles; and
 - b. The enclosure shall be 100% impervious to sight; and
 - c. The enclosure shall be equipped with a gate, and both the gate and the enclosure shall be constructed of vinyl, brick, masonry or composite wood which matches the primary structure. Chain link fence with slats is not permitted.
 - d. The enclosure shall be at least (1) foot higher than the receptacle(s) but no higher than six (6) feet. No refuse or recycle may be stored higher than the enclosure.
 - e. The refuse recycle storage area shall have a compliant hard surface (gravel is not allowed).

f. Landscaping is required around screening walls wherever they abut a non-paved surface or a required landscape area.

~~a. Commercial, institutional and manufacturing sources which are not subject to refuse and recycle storage requirements under its site plan approval from the City Plan Commission shall provide an enclosure for such receptacle storage if:~~

~~Receptacles can be seen from residential property;~~

~~Receptacles can be seen from any adjacent road;~~

~~Receptacles can be seen from any parking area used by customers of the business or customers of abutting property owner business; or~~

~~The conditions of the area where receptacles are stored is unsightly, unsanitary or creates a public nuisance as determined by the city building inspection department or city health department.~~

Sec. 82-4. - Placement of garbage and collectible solid waste for city collection.

(a) Placement ~~Location~~ of ~~containers~~polycarts for collection.

(1) Commercial, Institutional, Manufacturing~~inger~~ and Residential sources.

a. Commercial, Institutional, Manufacturer and Residential garbage and recyclables ~~residential garbage and collectable recyclables from single-family, duplex, tri-plex and four-plex sources~~ will be prepared as set forth below. ~~and placed for collection within three feet of the curblin~~curb line; ~~and~~

b. All ~~residential~~ garbage and collectable recyclables shall be placed in the proper polycart. The polycart shall be placed ~~with the lid fully closed~~ within three feet of the curb with the directional arrow pointing toward the street where available. Collections may be made at the alley line where such parcels are served by an alley or adjacent to the sidewalk in designated downtown areas, subject to the consent and approval of the street superintendent.

c. All polycarts shall be placed no less than four feet away from each other or any other objects.

d. Polycarts shall not be placed in front of parked cars.

~~e.~~ Location of polycarts in winter. During winter months, polycarts shall be placed in the driveway apron or on an adjacent area to the curblincurb line which has been shoveled free of snow. In cases where the street superintendent determines that collection would be best facilitated by allowing property owners to place polycarts at other accessible points, this subsection may be waived by the city. Polycarts shall not be placed on top of snow bank.

f. All solid waste placed for collection shall be deemed abandoned and shall ~~becomes~~become property of the ~~City property~~ city upon being placed for collection.

(2) Multifamily ~~source, commercial and manufacturing.~~ There shall be no collection of garbage and collectable recyclables from multifamily sources. ~~Collection of garbage and collectable recyclables from commercial and manufacturing concerns shall be at the curblin~~ecurb line where available. ~~Collections may be made at the alley line where such concerns are served by an alley or adjacent to the sidewalk in mall areas, subject to the consent and approval of the street superintendent.~~

~~(3) Location of containers in winter. During winter months, garbage or collectable recyclables shall be placed in the driveway apron or on an adjacent area to the curblin~~ecurb line which has been shoveled free of snow. In cases where the street superintendent determines that collection would be best facilitated by allowing property owners to place garbage at some other accessible points, this subsection may be waived by the city.

(b) Preparation of garbage for collection generally. All garbage placed ~~curbside~~ for collection shall be prepared as provided under this section. ~~Reusable c~~Containers which are not polycarts issued by the city shall not be placed for collection except as provided on overflow collection days ~~and shall not be emptied by city crews.~~

(1) Residential garbage.

a. All residential garbage must be ~~enclosed in disposable bags before being~~ placed inside the proper polycart(s)s. ~~Before placing any garbage in a disposable bag it shall first be drained and/or wrapped in paper so that the garbage is relatively dry. It shall be the responsibility of each patron to keep the garbage relatively free from rainwater and snow until collection.~~

b. No garbage shall be placed outside the polycart for collection unless the collection day is an "overflow collection day" or unless the resident has affixed an overflow tag to one of two plastic bags placed outside the cart for collection.

(2) Condominiums.

a. Residential garbage and collectable recyclables from condominium units shall not take place upon the private condominium property unless the following are present:

1. The private property provides adequate ingress and egress to municipal equipment and vehicles with such maneuverability as to allow that equipment and vehicles to access and depart the property without the necessity of backing the vehicles off of the private property; and

2. The owner of such private property executes a Hold Harmless Agreements as approved by the Common Council on March 2, 2004 (Resolution 04-31).

b. If the condominium development cannot or does not comply with the above requirements, residential garbage and collectible recyclables will be collected from such development if prepared in accordance with this section and placed for collection within three feet of the curbline curb line.

(3) Commercial, institutional and manufacturing garbage.

Except as provided at subsection 82-2(d), commercial, institutional and manufacturing garbage must be ~~enclosed in a disposable bag(s) and~~ placed in the proper polycart. ~~Before placing commercial or manufacturing garbage in a disposable bag it shall first be drained and/or wrapped in paper so that the garbage is relatively dry.~~

(4) Condition of disposable bags ~~and polycarts~~ placed for “overflow collection day” ~~collection~~. All ~~Each patron placing~~ garbage placed for collection under this section shall be placed in utilize a sufficient number of bags ~~and polycarts~~ to adequately hold the garbage. All bags shall be securely tied and free of rips and tears. No sharp edges or protrusions shall be present. No bags shall be placed outside polycart for collection unless the collection day is an “overflow collection day” or unless there is an overflow tag affixed to one of the two bags placed outside the cart for collection. ~~Overflow collection shall be for garbage and not for collectable recyclables.~~

(c) Collection of recyclables. Collectable recyclables shall be separated from garbage and other collectable solid waste and placed for collection in the proper polycart in conformity with this subsection.

(1) Residential collectable recyclables.

Occupants of single to four unit family and two family to four family residences shall, to the greatest extent practicable, separate collectable recyclables from garbage and other solid waste and shall keep the collectable recyclables clean and free of contaminants, such as produce residue, oil or grease, or other non-recyclable materials, including, but not limited to, household hazardous waste, medical waste and agricultural chemical containers. Recyclable materials shall be stored in accordance with §82-3 of this ordinance in a manner which protects them from wind, rain and other inclement weather, and shall be placed curbside for collection as provided at §82-4 of this ordinance

(2) ~~Commercial, institutional and manufacturing sources.~~

Recyclable materials may be placed for collection as provided in section §82-4 of this ordinance ~~of this section in one or more polycarts approved of by the street superintendent as designated for collection of recyclables.~~

(3) Responsibilities of owners or designated agents of multifamily dwellings. Owners or designated agents of multifamily dwellings shall be responsible to:

- a. Provide adequate separate containers for recyclable materials;
- b. Notify tenants in writing at the time of renting or leasing the dwelling and at least semiannually thereafter about the established recycling programs;
- c. Provide for the collection of materials separated from the solid waste by tenants and the delivery of the materials to a recycling material facility;
- d. Notify tenants of the reasons to reduce and recycle solid waste, which includes materials collected, how to prepare the materials in order to meet the processing requirement, collection methods or sites, locations and hours of operation, and a contact person or company, including the name, address and telephone number.

The requirements of subsection (c)(3)a, b, c and d of this section will not apply to the owners or designated agents of multiple-family dwellings if the postconsumer waste generated within the dwelling is treated at a processing facility licensed by the state department of natural resources which recovers collectable recyclables from solid waste in as pure a form as is technically feasible.

- (4) Responsibilities of owners or designated agents of ~~commercial, institutional, and manufacturing parcels nonresidential facilities and properties~~. Owners or designated agents of nonresidential facilities and properties shall:
 - a. Provide adequate, separate containers for recyclable material.
 - b. Notify in writing, at least semiannually, all users, tenants and occupants of the properties about the established recycling program.
 - c. Provide for the collection of materials separated from the solid waste by the users, tenants and occupants, and the delivery of the materials to a recycling facility.
 - d. Notify users, tenants and occupants of reasons to reduce and recycle, which materials are collected, how to prepare materials in order to meet the processing requirements, collection methods or site, locations and hours of operation, and a contact person or company, including a name, address and telephone number.

The requirements of subsection (c)(4)a, b, c and d of this section do not apply to owners or designated agents of ~~commercial, institutional, and manufacturing parcels nonresidential facilities and properties~~ if the postconsumer waste generated within the facility or property is treated at a processing facility licensed by the state department of natural resources that recovers for recycling the collectable recyclables from solid waste in as pure a form as is technically feasible.

- (5) Separation of recyclables not required. The requirement that collectable recyclables be segregated from garbage and other solid waste do not apply in the following circumstances:

- a. To the occupants of single-family and two-family to four-family unit residences, multiple-family dwellings and nonresidential facilities or properties that send their postconsumer waste to a processing facility licensed by the state department of natural resources that recovers recyclables from solid waste in as pure a form as is technically feasible.
 - b. Solid waste which is burned as a supplemental fuel at a facility if less than 30 percent of the heat input to the facility is derived from the solid waste burned as a supplemental fuel.
 - c. Any collectable recyclable for which a variance has been granted by the state department of natural resources under Wis. Stats. § 159.11(2), or Wis. Admin. Code NR § 544.14.
- (6) Collection time. All garbage, collectable recyclables or other collectable solid waste shall be placed as required by this chapter by ~~7:00 a.m.~~ 6:30 a.m. on the designated collection day.
- (7) Preparation time. All garbage, collectable recyclable or other collectable solid waste, when placed in front of a property pursuant to this chapter, shall not be so placed prior to 6:00 p.m. the day before the collection day for the garbage, collectable solid waste or collectable recyclable. Any polycart, solid waste or other item which is not collected in accordance with applicable provisions of this chapter shall be removed from curbside not later than midnight the day of collection.

Sec. 82-5. - Preparation of brush, refuse and yard waste.

- (a) Brush, refuse and yard waste shall be collected as determined by the board of public works.
- (b) When collected, brush, refuse and yard waste shall be prepared as follows:
 - (1) Brush. Brush shall be placed in stacks aligned parallel to the curb and shall not obstruct either the street (and gutters) or sidewalk. In areas where there are no sidewalks, brush shall be placed within four feet of the curblinecurb line and placed in stacks aligned parallel to the curblinecurb line and in such a manner as to not interfere with the flow of water in the gutters.
 - ~~(2) Wooden boxes and lumber. Bulky material such as wooden boxes and lumber shall be broken up so it can be reasonably handled and loaded by one person into the collection truck.~~
 - ~~(32)~~ Refuse. Refuse shall be placed at the curbside in such a manner as to provide the greatest ease of loading and collection into a truck. All refuse shall be free of jagged or sharp edges, protruding nails, protruding screws and any other hazardous condition.
 - ~~(43)~~ Yard waste. Yard waste shall be placed neatly in piles within six feet of the curblinecurb line and in such a manner as not to interfere with the flow of water through the gutters nor to obstruct the sidewalk or street.

~~(5) Carpeting. Carpeting placed at the curb shall be in rolls no greater than four feet in length.~~

- (c) Refuse or rubbish drop off site. The city may establish such refuse or rubbish drop-off sites as deemed appropriate by the board of public works. Such drop-off site shall be subject to the following regulations:
- (1) Only refuse or rubbish as defined in this chapter and prepared in accordance with this section shall be deposited at any designated drop-off site.
 - (2) Such drop-off site shall be used only by residents of the city.
 - (3) Such drop-off site shall be used solely for purposes of dropping off and depositing refuse or rubbish at the site. No person shall take, carry away or in any manner remove any refuse or rubbish deposited or in the process of being deposited at the site.
 - (4) The director of public works shall establish such other regulations as reasonably pertain to the operation of the drop-off site.

Sec. 82-6. - Disposal of hazardous and other non-collectible items.

The following materials shall not be collected by the city and the owner and/or occupant of any premises shall be responsible for the proper disposal of such materials as follows:

- (a) Televisions, electronics and computer equipment which may be disposed of at the Brown County Hazardous Waste facility located at 2561 S. Broadway in the Village of Ashwaubenon.
- (b) Fluorescent light bulbs and light ballasts, which may be disposed of at the Brown County Hazardous Waste Facility located at 2561 S. Broadway in the Village of Ashwaubenon.
- (c) Construction debris and concrete (shingles, siding, drywall, etc.), which may be disposed of at the Brown County Transfer Station located at 3734 W. Mason Street, Oneida. Or, Veolia Environmental Services, 1799 County PP, De Pere.
- (d) Propane tanks, which may be disposed of at the Brown County Household Hazardous Waste Facility located at 2561 S. Broadway in the Village of Ashwaubenon.
- (e) Waste tires. By county ordinance, tire retailers must accept used tires for each new tire sold. Any additional tires may be taken to the Brown County Transfer Station located at 3734 W. Mason Street, Oneida.
- (f) Batteries. Automotive batteries can be disposed of at the Brown County Household Hazardous Waste Facility located at 2561 S. Broadway in the Village of Ashwaubenon.

Sec. 82-7. - Authority to direct the disposal of solid waste.

- (a) Disposal at the direction of the street superintendent. All solid waste, whether collected by the city pursuant to this chapter or collected privately, shall be disposed

of as directed by the street superintendent or as otherwise provided by law. Solid waste shall not be buried on any premises within the city, and no person shall burn solid waste outdoors at any time within the city limits.

- (b) Solid waste on public streets. It shall be unlawful for any patron or person to deposit, throw, place or leave any solid waste upon any street, court, lane, alley, business, public enclosure, vacant lot, house, yard, body of water or any other place except those places provided in this chapter for collection purposes. No person shall remove any solid waste from ~~a~~-private premises without the consent of the occupant, owner or lessee of the premises, and no person shall remove any solid waste which has been set out for collection unless authorized to do so.
- (c) Disruption of collectable solid waste placed for collection unlawful. Except upon the direction of the street superintendent, no person shall upset or break open any bag or upset or remove the cover of any container or polycart placed in the manner provided for by this chapter for solid waste collection or otherwise remove the contents of any such receptacle in any street, alley or other public place.
- (d) Prohibitions on disposable recyclable materials separated for recycling. No person may dispose of in a solid waste disposal facility or burn in a solid waste treatment facility any collectable recyclables which have been separated for recycling.

Sec. 82-8. - Disposal of certain solid wastes.

- (a) Disposal of animal offal and other offensive wastes. Animal offal and other offensive waste, including dead animals, fish, fowl, ~~and the droppings from pets~~, manure and nightsoil may not be placed for collection by the municipal collection service. It is the responsibility of the owner of such animals to dispose the waste in a sanitary manner. ~~The excrement/fecal waste of domesticated animals allowed upon Single Family Residence District and Single and Two Family Residence District zoned parcels shall be allowed for municipal collection provided such excrement/fecal waste is properly packaged and disposed of so as to not leak, leach or spill into the garbage container.~~
- ~~(b) Dead animal. The owner/custodian of dead dogs, cats and other animals shall notify the street superintendent for information concerning handling and disposal.~~
- ~~(eb)~~ Cinders and ashes. Cinders and ashes or any smoldering embers shall not be placed for collection.
- ~~(dc)~~ Disposal of infectious material. The removal of apparel, bedding or other refuse from homes or places where highly infectious or contagious diseases have prevailed shall be performed under the supervision and direction of the city health officer. Such waste shall not be placed curbside for collection with normal garbage or collectable recyclables.
- ~~(ed)~~ Hazardous and/or toxic waste. Placing or depositing any hazardous or toxic waste including, without limitation, explosive materials such as dynamite, dynamite caps, shotgun shells, rifle cartridges, gunpowder, gasoline or other similar material in disposable bag, polycart, recyclable box or bundle for collection is prohibited.

- (~~fe~~) Questions concerning disposal. When any patron is in doubt as to proper preparation, handling and disposal of any type of solid waste, he or she shall communicate with the street superintendent for information concerning handling and disposal.

Sec. 82-9. - Special regulations.

- (a) Accumulation of waste. If the owner, occupant or lessee of any premises shall neglect or refuse to clean up and remove from the premises any solid waste when ordered to do so by the city health officer, the owner, occupant or lessee shall be liable for the penalty provided for violation of this chapter. Should the accumulation occur on any street, alley or public thoroughfare, the waste may be collected by the street superintendent and the entire cost assessed against the abutting property.
- (b) Enforcement of maximum weight limits. All new commercial, manufacturing and multiple-family units may receive municipal solid waste collection under the provisions of this chapter if their waste volumes are below the maximum allowable for collection as provided in this chapter. If it is determined at any time that the patron exceeds the maximum weight limits for four consecutive weeks, the street superintendent may issue a notice providing that municipal collection services will be terminated at the end of 60 days from date of the notice.
- (c) Failure to comply. The street superintendent may refuse to furnish collection service to any person not complying or refusing to comply with this chapter or the rules and regulations made by the board of public works or other orders of the street superintendent or health department for the collection or disposal of solid wastes.
- (d) Prosecution. When services for collection of solid waste have been withdrawn by the street superintendent from any person for failure to comply with such rules and regulations resulting in the accumulation of garbage or other solid wastes on his premises, which is offensive or a public nuisance, that person may be prosecuted under any ordinance of the city regulating the same.

Sec. 82-10. - Enforcement provisions.

- (a) Enforcement by department of public works. For the purpose of ascertaining compliance with the provisions of this chapter in regard to recyclables, any authorized officer, employee or representative of the department of public works may inspect recyclable materials separated for recycling, garbage intended for disposal, recycling collection sites and facilities, collection vehicles, ~~collection areas of multiple-family dwellings, and nonresidential facilities and properties,~~ and any records relating to recycling activities which shall be kept confidential when necessary to protect propriety information. No person may refuse access to any authorized officer, employee or authorized representative of the department of public works who requests access for purposes of inspection and who presents appropriate credentials. No person may obstruct, hamper or interfere with any such inspection.
- (b) Penalty. Any person who violates the provisions of this chapter or who refuses to obey any order issued under this chapter shall be subject to a forfeiture collected by

municipal citation. The issuance of the citation shall not preclude proceeding under any other ordinance or law relating to the same matter. Proceeding under any other ordinance or law relating to the same matter shall not preclude the issuance of a citation under this subsection. Penalties for violating this chapter shall be as determined by resolution of the common council. Each 24-hour period of violation, disobedience, omission, neglect or refusal to obey this chapter or any order in accordance therewith shall be deemed a separate offense.

(Code 1974, § 23.11; Ord. No. 10-08, §§ 4, 5, 5-4-2010)

Sec. 82-11. - Compost site regulations.

- (a) No bags or reusable containers may be disposed of at the compost site.
- (b) Persons transporting yard waste shall cover or otherwise contain the waste in such a manner as to prevent scattering or dumping of yard waste in transport.
- (c) The hours of operation of the compost site shall be published by the department of public works.
- (d) Yard waste from commercial operations is prohibited.

(Ord. No. 14-11, § 1, 9-16-2014)

Sec. 82-12 Nicolet Square Recyclable and Garbage Common Collection Service District Created.

(a) *Purpose*

The Common Council finds that continued city collection of commercial source recyclables and garbage has led to the proliferation of recycling and garbage carts in the city's downtown commercial areas, resulting in access restrictions to businesses and public parking areas and sanitary and aesthetic concerns. Further, commercial building footprints in the historic downtown commercial areas typically encumber the entire parcel, leaving little or no room for public or private refuse container storage or screening, allowing few options to avoid the detrimental impact caused by the presence of individual recycle and garbage carts on collection days or when stored between collection days.

Wis. Stats §66.0405 authorizes the city to create district(s) for the collection of refuse defined by type of property. Although both the east and west side commercial business areas exhibit the detrimental impact on aesthetics and access caused by multiple containers on public parking property each collection day, the number of commercial businesses properties contributing to the problem on the east side is far less than on the west side. Further, the configuration of business properties on the west side is compact due to the presence of the Nicolet Square Parking Mall, providing the city an opportunity to implement a novel approach to prevent the deleterious effects the proliferation of recyclable and

garbage containers has on the historic downtown commercial properties. The Common Council is mindful that it has not before set apart public property for the purpose of recyclable and garbage collection by a private waste hauler, and wishes to determine the effectiveness of the action prior to expanding the program.

Therefore, deeming it prudent to establish one such common collection district at this time to determine the efficiency and effectiveness of the collection method, the Common Council hereby creates the Nicolet Square Recyclable and Garbage collection District ("the Nicolet Square District"). In circumstances where the provisions of this section are in conflict with other sections of this chapter, the provisions of this section shall control.

(b) *Definitions*

When used in this section, the following definitions shall apply:

- (1) *Common area* means the location(s) identified by the city where it will place dumpster(s) for collecting commercial source recyclables and garbage from the Nicolet Square District.
- (2) *Dumpster* means a container designed and used for dumping, receiving and transporting recyclable materials and garbage. In this section, dumpster does not include polycart(s).
- (3) *Nicolet Square District* shall mean those real properties abutting Main Ave to the North, Third Street to the East, Reid Street to the South and Fourth Street to the West, in particular the following Parcels: WD-906, WD-907, WD-908, WD-909, WD-910, WD-911, WD-912, WD-913, WD-915, WD-917, WD-918, WD-919, WD-920, WD-921, WD-922, WD-923, WD-925, WD-930 and WD-931, except for those parcels which may have opted out as permitted under §82-12(d)2.

~~(c)~~ ~~*High waste generator*~~ ~~*factorrate*~~ ~~in this section shall means the~~ ~~*factorrate*~~ ~~assigned to the commercial use of the parcel as determined by~~ ~~*Waste Management Practices-Municipal, Hazardous, and Industrial – Second Edition.*~~ ~~those parcels that include either a drinking or eating~~ ~~establishment. According to industry standards, as established by~~ ~~_____these parcels tend to generate 6.77 more volume of solid~~ ~~waste per source.~~

~~(d)~~(c) *City to Provide Common Collection Service*

1. Commencing January 1, 2017, ~~C~~city shall provide common area(s) for placing dumpster(s) for receiving and disposing of normal accumulations of commercial source recyclables and garbage generated by the owners and/or tenants of the parcels comprising the Nicolet Square District. Further, city shall provide or contract to provide collectable recyclable and garbage dumpster collection and transportation services therefore. City

shall allow owners of establishments in the Nicolet Square District to place necessary grease collection containers in the common area(s), who shall be responsible for maintaining that area in a clean and orderly manner and for the proper and sanitary collection of the same by a service contractor.

2. Dumpsters in the common area shall be serviced by ~~C~~city or its contractor at such times and frequencies as necessary to maintain the area in a good, clean and sanitary condition. The collection limits and frequency found in §82-2 of this chapter do not apply to the common collection service to the Nicolet Square District.
3. Only commercial source collectable recyclables and garbage, as defined in §82-1 DPMC shall be placed in the dumpsters, except that restaurant grease is permitted when placed in the appropriate grease container provided as specified above.
4. The dumpsters in the common area(s) shall be used only by the owners and tenants of the Nicolet Square District as defined in this section.
5. ~~Upon completion of construction of the common areas, t~~The city shall collect all previously city issued polycarts from each property in the Nicolet Square District. No polycart shall be distributed to any parcel in the Nicolet District after December 31, 2016the completion of construction of the common area unless this ordinance is repealed by the Common Council. All parcels shall then receive the Ccity Collection Services described above commencing January 1, 2017 unless a property owner qualifies for and provides notice to Ccity of their intent to opt out of such service under paragraph (d)2. Applies. After December 31, 2016, the completion of construction of the common areas, regulations found in §82-4(a) (2), (c) (2), and (c) (4) of this chapter regarding polycarts do not apply to this section.

~~(e)~~(d) Participation in City Provided Collection Service

- (1) Except as provided herein, all parcels in the Nicolet Square District shall be provided Ccity Collection Services, as provided in this section. A property owner meetingthat meets all of the requirements of paragraph (-2) below may provide written notice of their intent to opt out of the Ccity provided collection service and to be responsible for

their own safe and sanitary collectible recyclable and garbage collection service. ~~Notice~~ Notice shall be as provided in paragraph (2) below. ~~to the Director of Public Works on or before October 1 of each year the city provide collection service is provided, except that in the first year of this service being provided, the written notice shall be given to the Director of Public Works within 30 days of the adoption of this ordinance.~~

(2) A property owner may opt out of the common collection service provided by the city if all of the following apply:

A. The parcel for which the owner opts out is of sufficient size and shape such that all private collection receptacles and the enclosure therefore are located entirely upon such parcel and enclosed in accordance with all of the following requirements:

1. In order for a property owner in the Nicole Square District to opt out of city collection services, the parcel for which the owner opts out shall be of sufficient size such that all collectable recyclable and garbage receptacles and enclosure thereof for the parcel shall be located entirely upon the property and enclosed in accordance with the following requirements:

i. Use of Refuse and recycle enclosure such enclosure shall be limited to the storage of private collection receptacles; and refuse and recycle receptacles.

ii. The Enclosure shall be 100% impervious to sight; and

iii. The enclosure shall be equipped with a and gate, and both the gate and the enclosure shall be constructed of vinyl, brick, masonry or composite wood which a matching metal building material matches the primary structure, vinyl, brick, masonry, or composite wood. Chain link fence with slats is not permitted.

iv. The enclosure shall be at least (1) foot higher than the receptacle(s) but no higher than six (6) feet. No refuse or recycle may be stored higher than the enclosure.

vi. The refuse recycle storage area shall have a compliant hard surface (gravel is not allowed).

~~vii. Landscaping is required around screening walls wherever they abut a non-paved surface or a required landscape area.~~

B. The parcel owner shall provide written notice of opt out to the Director of Public Works on or before October 1 of the year preceding the effective date of the opt out. Once the opt out is effective, the opt out shall continue unless the owner of the parcel provides the Director of Public Works with a request to terminate the opt out on or before October 1 of any year. If the termination request is approved by the Director of Public Works (whose approval shall not be unreasonably withheld), the termination shall be effective January 1 of the subsequent year.

~~(f)~~(e) Assessment for city collection services.

All property owners in the Nicolet Square District except those opted out shall be charged for all costs associated with providing and maintaining the common areas for recyclables and garbage and for all costs associated with providing collection, transportation and disposal services for recyclables. The Director of Public Works shall annually determine the costs of providing the common collection service utilizing the waste generator factors as determined by Waste Management Practices – Municipal, Hazardous and Industrial – Second Edition following formula:

Judy is still working on this.....:) To be determined

The charge for services rendered to the parcels as described above shall be placed as a special charge against the tax roll for such parcel each year as provided by Wis. Stats. §66.0627.

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: July 11, 2016

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Consider Preliminary Resolution for Special Assessment for Storm Sewer Main and/or Laterals on Wishart Avenue.

The purpose for this item is to approve a preliminary resolution for special assessment storm sewer construction associated with street resurfacing under Project 16-07.

Background

Wishart Avenue is being resurfaced as part of Project 16-07, Asphalt, Curb, and Utility Relay. The City has received a request for a storm sewer lateral due to drainage issues. The installation of storm laterals conforms to the City Municipal Code Section 26-5-5(c) for Street Resurfacing which states

(c) Street Resurfacing.

(1) Installation. Storm sewer main and lateral installation to each lot of record shall be constructed at during street resurfacing improvements when:

- a. Requested by a property owner along the street to be resurfaced; or*
- b. When ordered by the director of public works to address drainage issues.*

(2) The location of the lateral installation shall be as determined by the city engineer or designee.

(3) Costs of installation. The costs of such storm sewer main and lateral installation shall be paid for as provided in § 13-7(c)(1) of this code.

As calculated per Code Section 13-7 and approved by the BOPW, the costs for the 2016 storm sewer special assessment is as follows:

- Storm Lateral - \$1449.12 per Each
- Storm Main - \$254.61 per Parcel

The locations impacted by storm sewer assessments include:

- Wishart Avenue – 280 feet east to 510 feet east of Suburban Drive.

Property owners were invited to a public information meeting on July 6, 2016.

Code Section 13-7(c)(1)d. further identifies procedures and pay options for the storm sewer special assessments as follows:

- d. *Public hearing. The board shall hold a public hearing on the assessments and after the hearing may by resolution approve, disapprove, modify, or refer the report with such directions as it deems necessary. The board shall provide for the following payment alternatives if it determines to assess for any of the improvements:*
 - i. *No interest imputed if payment of assessment made in full within 30 days of invoice;*
 - ii. *Payment in such number of yearly installments as deemed reasonable by the board, together with interest thereon at the rate of one percent over the interest rate paid by the city on its latest bonding issue, with payment in full due upon transfer of the property;*
 - iii. *Deferred payment of assessment with interest to accrue at the rate of one percent over the interest rate paid by city on its last bond issue, with the total becoming due on the earliest of the following:*
 - A. *Transfer of the benefited property to any other person or entity;*
 - B. *Subdivision of the benefited property;*
 - C. *Connection to the storm sewer;*
 - D. *The expiration of 25 years from the date of the adoption of the final assessment resolution, at which time the assessment plus accrued interest shall be made in full against the benefited property.*
 - iv. *Interest on alternatives ii. and iii. above shall stop accruing after a period of ten years.*

Note under item ii., the BOPW can establish a number of yearly establishments for payback. Also, under iii., property owners are not required to pay until they connect to the storm lateral, sell or subdivide the property, or 25 years, whichever occurs first.

Recommendation

Staff recommends that the Board of Public Works (BOPW) adopt the preliminary resolution and schedule a public hearing at the BOPW on August 8th, 2016.

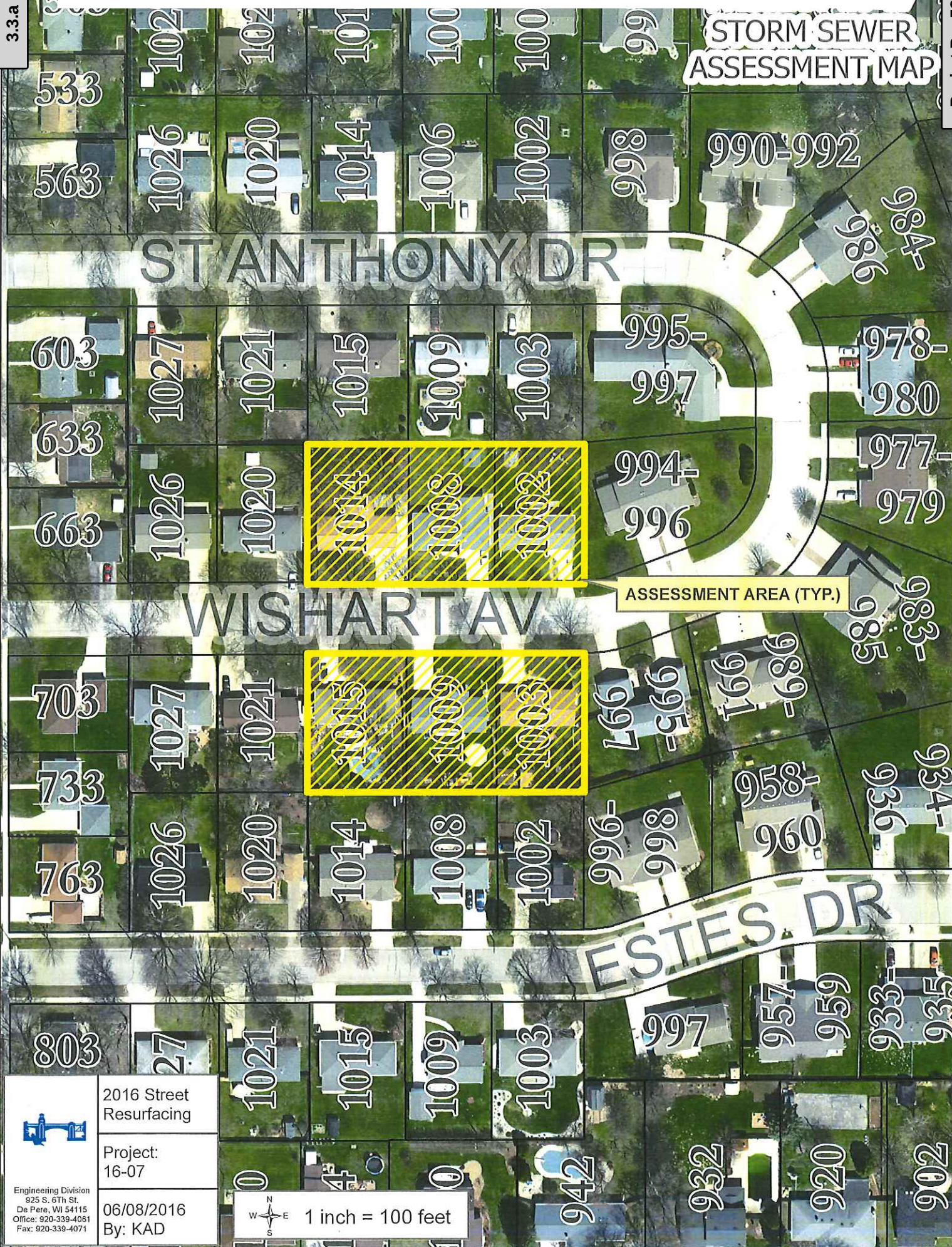
ATTACHMENTS:

- Wishart-Exhibit (PDF)
- BPW Resolution #16-Wishart (DOCX)
- Wishart-Schedule_B (PDF)
- Wishart-Schedule_C (PDF)
- Wishart-Schedule_D (PDF)

3.3.a

Packet Pg. 53

STORM SEWER ASSESSMENT MAP



2016 Street
Resurfacing

Project:
16-07

Engineering Division
925 S. 6th St.
De Pere, WI 54115
Office: 920-339-4081
Fax: 920-339-4071

06/08/2016
By: KAD



1 inch = 100 feet

RESOLUTION #16-

PRELIMINARY RESOLUTION DECLARING INTENTION TO EXERCISE
SPECIAL ASSESSMENT POWERS UNDER SECTION 13-7 DE PERE MUNICIPAL CODE and
Wis. Stats. §66.0703
STORM SEWER MAIN AND LATERALS UNDER PROJECT 16-07 ON WISHART AVENUE
FROM 280 FEET EAST TO 510 FEET EAST OF SUBURBAN DRIVE

BE IT HEREBY RESOLVED, by the Board of Public Works of the City of De
Pere, Wisconsin, as follows:

1. That the Board of Public Works I hereby declares its intention to exercise its police powers and levy special assessments pursuant to Section 13-7, De Pere Municipal Code and Wis. Stats. §66.0703, for improvements constructed within the area described below and special assessments to be levied on a reasonable basis upon the properties benefited thereby. Said improvements to include storm sewer main and laterals. Said improvements shall be constructed and the properties benefiting therefrom are contained in the following described areas or abutting streets:

STORM SEWER MAIN AND/OR LATERALS – WISHART AVENUE

Both Sides of Wishart Avenue – 280 feet east to 510 feet east of Suburban Drive

2. The total assessed against such districts shall not exceed the total cost of the improvements. The Board of Public Works determines that such improvements shall be installed and assessed therefore levied under the police power and that the amount assessed against each benefited parcel shall be based on each unit for Storm Sewer and/or Laterals.

3. The assessments against any parcel shall be paid as follows:

- (a) No interest imputed if payment of assessment made in full within 30 days of invoice;
- (b) Payment shall be in **BLANK (To be determined by the Board)** yearly

installments once the assessment is due, together with interest on the unpaid balance thereon at the rate of one percent over the interest rate paid by the city on its latest bonding issue, with payment in full due upon transfer of the property;

- (c) Deferred payment of assessment with interest to accrue at the rate of one percent over the interest rate paid by city on its last bond issue, with the total becoming due on the earliest of the following:
 - i. Transfer of the benefited property to any other person or entity;
 - ii. Subdivision of the benefited property;
 - iii. Connection to the storm sewer;
 - iv. The expiration of 25 years from the date of the adoption of the final assessment resolution, at which time the assessment plus accrued interest shall be made in full against the benefited property.
- (d) Interest on alternatives (b) and (c) above shall stop accruing after a period of ten years

4. The Director of Public Works is directed to prepare a report incorporating the recommendation of the Board of Public Works consisting of:

- (a) Preliminary plans and specifications for said improvements;
- (b) An estimate of the entire cost of the proposed improvements;
- (c) A schedule of the proposed assessments;
- (d) A statement that the property against which the assessments are proposed is benefited.

After compiling such report, the Director of Public Works is directed to file a copy thereof in the City Clerk-Treasurer's office for public inspection.

5. Upon receiving the report of the Board of Public Works, the Clerk-

Treasurer is directed to give a Class I notice of public hearing on such report as specified in Section 66.60, Wis. Stats. The hearing shall be held in the Common Council Chambers of the City Hall at a time set by the Clerk-Treasurer in accordance with the aforementioned statutory provision.

Adopted by the Board of Public Works of the City of De Pere, Wisconsin, this _____ day of _____, 2016.

APPROVED:

Michael J. Walsh, Mayor and Chair of the Board
of Public Works

Ayes: _____ Nays: _____

Schedule B - Estimate of Cost of Proposed Improvements
Calculations Based on Municipal Code Section 13-7
Approved by the Board of Public Works on 2/8/2016
Storm Sewer Cost Evaluation
City of De Pere
Date: 1/15/16

Mainline Cost

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
13-07	ST-03	Install 12" PVC or RCP (Class III) Storm Sewer	LF	354	\$32.00	\$11,328.00	
13-22	ST-05	Provide 12" PVC or RCP, CL III Storm Sewer (Granular Backfill)	LF	191.5	\$22.64	\$4,335.56	
Total				545.50		\$15,663.56	
Average Cost Per Foot						\$28.71	

Schedule B - Estimate of Cost of Proposed Improvements
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City of De Pere
Date: 1/15/16

Storm Sewer Manhole

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
13-01	ST-04	Provide 4' Diameter Storm Manhole	VF	4.4	\$290.00	\$1,276.00	
13-07	ST-15	Install 4' Diameter Storm Manhole	VF	5.3	\$351.00	\$1,860.30	
13-22	ST-07	Provide 4' Diameter Storm Manhole	VF	33.67	\$305.00	\$10,269.35	
14-01	ST-08	Provide 4' Diameter Storm Manhole	VF	15.14	\$430.00	\$6,510.20	
14-07	ST-03	Install 4' Diameter Storm Manhole	VF	8.74	\$405.90	\$3,547.57	
15-07	ST-06	Install 4' Diameter Storm Manhole	VF	60.3	\$454.61	\$27,412.98	
Total				127.55		\$50,876.40	
Cost Per Foot						\$398.87	
Cost for a 5 foot Deep Manhole						\$1,994.37	
Average Per Foot Cost with a 300 Foot Spacing						\$6.65	

Schedule B - Estimate of Cost of Proposed Improvements
Calculations Based on Municipal Code Section 13-7
Approved by the Board of Public Works on 2/8/2016
Storm Sewer Cost Evaluation
City of De Pere
Date: 1/15/16

Lateral Cost

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
12-04	ST-10	Provide 6" PVC Storm Sewer Lateral	LF	679.5	\$39.00	\$26,500.50	Cost for 12-04 was left in calculation. Without 12-04, there was only 80 feet installed.
13-07	ST-01	Install 6" PVC Storm Sewer	LF	80	\$24.00	\$1,920.00	
Total				759.50		\$28,420.50	Average length of lateral is based on a 60 foot right of way and several laterals being connected to inlets.
Average Cost Per Foot						\$37.42	
Average Cost per Lot at 30 Feet of Lateral (100% to Resident)						\$1,122.60	

Storm Wye Cost

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
12-04	ST-11 & ST-12	Service Branch Connection to Existing and New Storm Sewer	EA	25	\$85.00	\$2,125.00	Cost for 12-04 was left in as there were no wyes installed since 2012.
Total				25.00		\$2,125.00	
Average Cost Per Wye						\$85.00	

Schedule C - Proposed Assessment Rates
Calculations Based on Municipal Code Section 13-7
Approved by the Board of Public Works on 2/8/2016
City of De Pere
Date: 1/15/16

Storm Mainline Cost

Item Description	Cost Per LF	Comment
12" Storm Sewer Main	\$28.71	300 foot spacing with a 5' depth
4' Diameter Storm Manhole	\$6.65	
Mainline Cost Per Street Foot	\$35.36	60 foot wide lot
Cost Per Side of Street	\$17.68	
Cost Per Lot	\$1,060.86	
Assessable Amount (20%)	\$212.17	Remaining 80% funded by Storm Water Utility
Engineering and Administration	\$42.43	
Total Mainline Costs	\$254.61	

Storm Lateral Cost

Item Description	Cost Per EA	Comment
6" Storm Lateral	\$1,122.60	30 foot average length. Some laterals will be connected to inlets.
Storm Wye Cost	\$85.00	
Assessable Amount (100%)	\$1,207.60	
Engineering and Administration	\$241.52	
Total Lateral Costs	\$1,449.12	

Total Cost

Mainline	\$254.61
Storm Lateral	\$1,449.12
Total Cost	\$1,703.73

Notes:

- (1) Projects 13-02 and 13-04 have been excluded from the analysis because there was less than 100 linear feet of 12" and both projects were concrete streets.
- (2) Project 13-12 was removed because this is new construction.
- (3) Mainline cost is based on storm sewer and storm manholes only. Inlets and inlet leads are not included in the assessment.

SCHEDULE D - SCHEDULE OF PROPOSED ASSESSMENTS
 PRELIMINARY ASSESSMENTS
 TYPE OF IMPROVEMENT: STORM SEWER MAIN AND LATERALS
 LOCATION - WISHART AVENUE - 280 FEET EAST TO 510 FEET EAST OF SUBURBAN DRIVE

COST PER UNIT - STORM MAIN: \$254.61
 COST PER UNIT - STORM LATERAL: \$1,449.12

PROPERTY OWNER	LOT NO. PROPERTY ADDRESS PARCEL NUMBER	STORM MAIN ASSESSMENT		STORM LATERAL ASSESSMENT		TOTAL ASSESSMENT	COMMENT
		UNIT	COST	UNIT	COST		
JEFFREY T & ANGEL A HEIM 1002 WISHART AVE DE PERE WI 54115-1249	1002 WISHART AVE WD-758-L-47	1	\$254.61	1	\$1,449.12	\$1,703.73	
ADAM J & JANA E M HALEEN 1003 WISHART AVE DE PERE WI 54115-1248	1003 WISHART AVE WD-758-L-61	1	\$254.61	1	\$1,449.12	\$1,703.73	
MARVIN J TILQUE 1008 WISHART DE PERE WI 54115-1249	1008 WISHART AVE WD-758-L-46	1	\$254.61	1	\$1,449.12	\$1,703.73	
MICHAEL G KUBIAK 1690 W MAIN CI UNIT 1 DE PERE WI 54115	1009 WISHART AVE WD-758-L-62	1	\$254.61	1	\$1,449.12	\$1,703.73	
PAUL & TINA VAN REMORTEL 1014 WISHART AVE DE PERE WI 54115-1249	1014 WISHART AVE WD-758-L-45	0	\$0.00	0	\$0.00	\$0.00	Existing storm main on west property line. Storm lateral tap in the storm sewer main from 1014 Wishart.
TYLER J HILGEMANN 1015 WISHART AVE DE PERE WI 54115-1248	1015 WISHART AVE WD-758-L-63	0	\$0.00	1	\$1,449.12	\$1,449.12	Existing storm main on west property line.
TOTAL		4	\$1,018.44	5	\$7,245.60	\$8,264	

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: July 11, 2016

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Consider Storm Sewer/Lateral Fee - Existing Developed Non-Residential Property.*

Staff is recommending a modification to the storm sewer/lateral assessment ordinance for existing non-residential development to be similar to the current storm sewer/lateral ordinance.

Background

In 2014, the storm sewer and storm lateral ordinance for developed residential areas was revised. Under the revision, the cost for the storm sewer main and/or lateral is set at the beginning of each year for existing developed residential (up to two units per building) areas with an urban roadway cross section (curb and gutter). Under the current ordinance, property owners pay 20% of the cost for storm sewer main and/or 100% of the storm sewer lateral cost. This update did not address other development types in existing urbanized areas of the City.

The yearly cost is based on a 60 foot wide lot for the sewer main and 60 foot wide right of way for a storm lateral.

Discussion

Based on upcoming projects, staff has drafted an update to the ordinance to address new storm sewer main and/or laterals to land uses **other than** residential development and residential with greater than two units per building. The revisions/policy is as follows for land uses other than residential development:

- (1) For new construction, install storm sewer and laterals per the Municipal Code with the development funding the project.
- (2) For reconstruction, install storm sewer and laterals per the Municipal Code. A yearly connection fee would be established by the Board
- (3) For resurfacing, install storm sewer based on requests or as required by the Director of Public Works. A yearly assessment would be established by the Board
- (4) For areas without a planned construction project, install storm sewer as requested. Construction may be postponed for new sewer if the street is included in the near future for reconstruction or resurfacing. If there are significant pavement impacts, the storm sewer request may be postponed until a street project is scheduled. A yearly assessment would be established by the Board.
- (5) Costs for the storm sewer main and laterals would be established yearly by the Board. The assessment will be paid at the time of connection and be based on the assessment established for the year that the lateral was constructed with up to 10 years of interest. Connection is required when a storm sewer and/or lateral is available under the following conditions:
 - a. For the entity requesting storm sewer service.
 - b. If required by the Director of Public Works, which could be based on the following:
 - i. Complaint from a resident.
 - ii. Icing problems in the winter.
 - iii. Ponding water in the curb.
 - iv. Slime growth on paved surfaces due to sump pump discharges.

- c. At the time of property sale.
 - d. After 25 years.
- (6) The assessment will be presented to the Board of Public Works each year. The cost for the storm assessment will be based on the previous three year's construction cost for storm sewer and appurtenances on a weighted average for the cost and amount installed on applicable projects. For example, for storm sewer and storm laterals, the cost will be calculated by multiplying the length of the pipe by the per foot cost and then divided by the overall footage to determine the cost per foot. The assessment will be based on the following charges:
- a. 100% of the storm lateral cost will be included in the assessment. This includes the lateral piping and connection to the storm sewer main. The lateral piping cost will be based on an average 35 foot long storm sewer lateral length. The yearly assessment will be calculated for a 6", 8", or 12" storm lateral as requested by the property owner. Assessments for larger storm laterals will be calculated on a case by case basis.
 - b. 20% of the storm sewer main will be included in the assessment. The remaining 80% of the storm sewer main will be charged to the storm water utility. Storm sewer main cost will be based on the following:
 - i. 18 inch diameter storm sewer main.
 - ii. Four foot diameter manholes with an average depth of five feet and a spacing of 300 feet.
 - iii. The assessable cost will be based on the actual amount of front footage, based on the lot width at the right of way.
- (7) The assessment will be based on the following:
- a. If there is no storm sewer in front of the property at the time of installation, the assessment will include the storm main charge and lateral charge.
 - b. If there is existing storm sewer at the time of lateral installation, and the City provides the lateral, the assessment will be the lateral charge.
- (8) This assessment calculation does not apply to the following:
- a. Residential development.
 - b. Reconstruction of a street from a rural section (no curb and gutter) to an urban section with storm sewer and curb and gutter. The storm sewer under this situation would be assessed at 100% to the adjacent benefitting properties.

The assessment will be based on similar construction by averaging the three previous years.

The public hearing and the resolution will be with the Board of Public Works.

For 2016, the proposed assessments would be as follows:

- Mainline – \$9.90/Front Foot
- Storm Lateral (6") – \$1,258.37/Lateral
- Storm Lateral (8") – \$2,194.20/Lateral
- Storm Lateral (12") - \$2,224.43/Lateral

Recommendation

Staff recommends approval to the ordinance to update the assessment for storm sewer main and/or laterals for existing development in locations with an urban street section (curb and gutter). This update will apply to developed areas other than residential and residential with greater than two units per building. The assessment updates will follow the previous ordinance except as follows:

- Mainline storm sewer cost will be calculated based on the average cost of an 18" diameter storm sewer main multiplied by front foot of the parcel at the right of way.
- Storm sewer lateral costs will be calculated as an average 6", 8", or 12" diameter storm lateral, based on what is required by the property owner. The length of lateral shall be based on a 70 foot

right of way. Storm sewer lateral diameters greater than 12", shall be calculated on a case by case basis.

- Mini-storm sewer will not be used for this type of development due to more storm water discharges from impervious surfaces.

ATTACHMENTS:

- CI-BOPW-Storm_Connection-Ordinance_Update-2016-7-11 (DOCX)
- Storm_Connection_Revision (PDF)

• **Sec. 13-7. - Payment of new construction of public infrastructure.**

It shall be the policy of the City of De Pere to protect the health, safety and property of its citizens and promote the general welfare through the installation, construction or reconstruction of water distribution facilities and appurtenances; public sanitary sewers and appurtenances; storm sewers and appurtenances; public streets including sidewalks, pedestrian malls, landscaping, street lights and associated amenities. In addition to any other method allowed under state law, the costs of public construction of water distribution facilities and appurtenances, sanitary sewers and appurtenances, storm sewers and appurtenances, streets including sidewalks constructed or reconstructed as a part of street improvements and related landscaping and amenities may be charged in whole or in part to the property benefited thereby in accordance with the provisions of Wis. Stats. § 66.0701 and § 66.0703 and as provided in this section. The establishment of special assessments for the aforementioned improvements represents an exercise of the police power of the City of De Pere.

(a) *New development extension of public infrastructure.*

- (1) *Special assessment.* The owner of property requesting extension of municipal infrastructure improvements (water, sanitary sewer, storm sewer, stormwater management, and grading, graveling and paving of streets) may be specially assessed for said improvements pursuant to Wis. Stats. § 66.0703.
 - (2) *Letter of credit.* The owner of property requesting extension of municipal infrastructure improvements (water, sanitary sewer, storm sewer, stormwater management, and grading, graveling and paving of streets) may be required to file an irrevocable letter of credit or cash with the city clerk-treasurer prior to the city publicly bidding such work. The terms and conditions of such letter of credit and the work to be bid by city for construction shall be as provided in a developer's public infrastructure agreement.
 - (3) *Residential infrastructure development agreement.* The owner of property requesting extension of municipal infrastructure improvements (water, sanitary sewer, storm sewer, stormwater management, and grading, graveling and paving of streets) may be permitted to enter into a residential infrastructure development agreement with the city as authorized under common council Resolution 10-131, a copy of which is available in the office of the city clerk-treasurer.
- (b) *New infrastructure in existing development.* Except as provided in paragraph (c) below, the owner of property abutting the extension of municipal infrastructure improvements (water, sanitary sewer, storm sewer, stormwater management, and grading, graveling and paving of streets) may be specially assessed for said improvements pursuant to Wis. Stats. § 66.0703.
- (c) *New storm sewer main or lateral installation in existing urban development.* This subsection shall be applicable only to installations in existing urban development. Existing urban development shall mean any existing street with curb and gutter.
- (1) Concurrent with street reconstruction or resurfacing project. Storm sewer main and laterals shall be constructed in conjunction with street reconstruction or resurfacing projects when requested by a property owner abutting said improvement project or when recommended by the director of public works to address storm drainage issues in such area. The costs associated with installation of new storm sewer main and/or service lines (laterals) shall be assessed as follows:
 - a. *Cost share between the stormwater utility and property owner.*
 - i. *Storm sewer main.* The stormwater utility shall bear 80 percent of the costs associated with the storm sewer main installation. The abutting property owner shall be assessed 20 percent off the costs associated with installation of the storm sewer main.
 - a. Existing residential development, up to two units per building, shall be calculated based on an average lot width of 60 feet multiplied by an average 12" diameter storm sewer main.

- b. All other existing development shall be calculated based on the average cost of an 18" diameter storm sewer main multiplied by front foot of the parcel at the right of way.
 - ii. *Storm sewer lateral.* The abutting property owner shall be assessed 100 percent of the costs associated with installation of the storm sewer lateral.
 - a. Residential development, up to two units per building, shall be calculated based on the average cost of a 6" storm lateral with a 60 foot right of way.
 - b. All other existing development shall be calculated as an average 6", 8", or 12" diameter storm lateral, based on what is required by the property owner. The length of lateral shall be based on a 70 foot right of way. Storm sewer lateral diameters greater than 12", shall be calculated on a case by case basis.
- b. *Method and basis of assessment.*
 - i. *Basis of assessment.* The board of public works shall yearly determine the cost of storm sewer main and storm sewer lateral installation using the previous year's actual construction costs for such improvements. Whenever the actual costs shall be found to vary materially from the year prior, the board shall consider whether to reconsider and reopen any assessment and it may, after giving the same notice and having a public hearing as provided in subsection d. below, may cancel, amend or conform the assessment.
 - ii. *Method of assessment.* Properties abutting the improvements shall be assessed on a per lot basis.
- c. *Preliminary resolution.* The board of public works shall consider a preliminary resolution declaring its intent to exercise the city's police powers to specially assess benefited properties to construct such public improvements. Such preliminary resolution shall:
 - i. Describe generally the contemplated purposes, the limits of the proposed assessment district and the payment options in which the special assessments may be paid;
 - ii. Direct the city engineer or designee to make a report thereon if not already completed;
 - iii. Direct the clerk-treasurer to publish notice of a public hearing as a Class I notice under Wis. Stats. ch. 985, and to mail a copy of said notice to every interested person whose address is known or can be ascertained with reasonable diligence;
 - iv. Direct the scheduling of a public hearing before the board on such improvements and assessments, said hearing to commence not less than ten and not more than 40 days after the required publication and mailing.
- d. *Public hearing.* The board shall hold a public hearing on the assessments and after the hearing may by resolution approve, disapprove, modify, or refer the report with such directions as it deems necessary. The board shall provide for the following payment alternatives if it determines to assess for any of the improvements:
 - i. No interest imputed if payment of assessment made in full within 30 days of invoice;
 - ii. Payment in such number of yearly installments as deemed reasonable by the board, together with interest thereon at the rate of one percent over the interest rate paid by the city on its latest bonding issue, with payment in full due upon transfer of the property;
 - iii. Deferred payment of assessment with interest to accrue at the rate of one percent over the interest rate paid by city on its last bond issue, with the total becoming due on the earliest of the following:
 - A. Transfer of the benefited property to any other person or entity;
 - B. Subdivision of the benefited property;
 - C. Connection to the storm sewer;

- D. The expiration of 25 years from the date of the adoption of the final assessment resolution, at which time the assessment plus accrued interest shall be made in full against the benefited property.
 - iv. Interest on alternatives ii. and iii. above shall stop accruing after a period of ten years.
 - e. *Adoption of final resolution.* Upon adoption by the board, the assessment shall be deemed authorized and made, and the date of adoption shall constitute the date of levy. Assessments so levied shall be a lien against the property from such date. A copy of the resolution adopted by the board shall be mailed to every owner of property assessed whose address is known or can be ascertained with reasonable diligence.
 - f. *Reopening of assessment.* Whenever the actual cost of any project shall, upon completion or after the receipt of bids, be found to vary materially from the assessment or whenever any assessment is void or invalid for any reason, or whenever the board shall determine to reconsider and reopen any assessment, it may, after giving the same notice as provided in subsection (c)(1)c. and after a public hearing, amend, cancel, or conform any such prior assessment. If the cost of the project shall be less than the special assessment levied, the board, without notice or hearing, shall reduce each special assessment proportionately and where any assessments have been paid, and the excess over cost shall be refunded to the property owner.
- (2) *Without concurrent street reconstruction or resurfacing project.* Mini-storm sewer (meaning storm sewer main of smaller diameter intended to provide drainage for sump pumps and backyard drains) and laterals shall be installed in areas where no street reconstruction or resurfacing improvements are occurring if requested by a property owner to address storm drainage issues or when recommended by the director of public works to address drainage issues in the area **for residential areas only**. All or part of the costs associated with mini-storm sewer and/or lateral installation shall be assessed under the procedures set forth in paragraph (c)(1) of this section, except that the board shall provide for the following payment alternatives in place of those described in (c)(1)d. thereof:
- a. As to the property owner requesting mini-sewer installation:
 - i. No interest imputed if paid in full within 30 days of invoice;
 - ii. Payment in such yearly installments as deemed reasonable by the board, together with interest thereon at the rate of one percent over the interest rate paid by the city on its latest bond issue.
 - b. As to other property owners within the area assessed:
 - i. No interest imputed if payment of assessment made in full within 30 days of invoice;
 - ii. Payment in such number of yearly installments as deemed reasonable by the board, together with interest thereon at the rate of one percent over the interest rate paid by the city on its latest bonding issue, with payment in full due upon transfer of the property;
 - iii. Deferred payment of assessment with interest to accrue at the rate of one percent over the interest rate paid by city on its last bond issue, with the total becoming due on the earliest of the following:
 - A. Transfer of the benefited property to any other person or entity;
 - B. Subdivision of the benefited property;
 - C. Connection to the mini-storm sewer;
 - D. The expiration of 25 years from the date of the adoption of the final assessment resolution, at which time the assessment plus accrued interest shall be made in full against the benefited property.
 - iv. Interest on alternative ii. and iii. above shall stop accruing after a period of ten years.

- (3) *Waiver of public hearing and assessment.* The board may, without any notice or hearing, levy and assess the whole or any part of the aforementioned municipal improvements as a special assessment on the property specially benefited thereby or impose a special charge upon property for all or part of the cost of current services rendered whenever notice and hearing thereon is in writing waived by all owners of the property affected by such special assessment or special charge.
- (d) *Sidewalks.* The construction and repair of sidewalk which has not been made a part of street or highway improvements shall be assessed in accordance with Wis. Stats. § 66.0907.

**2016 Storm Sewer Cost Evaluation - Existing Development Other Than Residential up to
Two Units per Building
Summary Based on 2013-2015 Asphalt Reconstruction and Resurfacing Projects.
City of De Pere
Date: 7/5/16**

Storm Mainline Cost

Item Description	Cost Per LF	Comment
18" Storm Sewer Main	\$75.71	300 foot spacing with a 5' depth
4' Diameter Storm Manhole	\$6.78	
Mainline Cost Per Street Foot	\$82.50	Remaining 80% funded by Storm Water Utility
Cost Per Side of Street	\$41.25	
Assessable Amount (20%)	\$8.25	
Engineering and Administration (20%)	\$1.65	
Total Mainline Cost Per Front Lot Foot	\$9.90	

Storm Lateral Cost

Item Description	Cost Per EA	Comment
6" Storm Lateral	\$963.64	35 foot average length.
Storm Wye Cost	\$85.00	
Assessable Amount (100%)	\$1,048.64	
Engineering and Administration (20%)	\$209.73	
Total Lateral Costs	\$1,258.37	

Storm Lateral Cost

Item Description	Cost Per EA	Comment
8" Storm Lateral	\$1,626.45	35 foot average length. Average of cost to core pipe
Storm Wye Cost (Core)	\$202.05	
Assessable Amount (100%)	\$1,828.50	
Engineering and Administration (20%)	\$365.70	
Total Lateral Costs	\$2,194.20	

Storm Lateral Cost

Item Description	Cost Per EA	Comment
12" Storm Lateral	\$1,651.64	35 foot average length. Average of cost to core pipe
Storm Wye Cost (Core)	\$202.05	
Assessable Amount (100%)	\$1,853.69	20.00%
Engineering and Administration	\$370.74	
Total Lateral Costs	\$2,224.43	

2016 Storm Sewer Cost Evaluation - Existing Development Other Than Residential up to Two Units per Building

Summary Based on 2013-2015 Asphalt Reconstruction and Resurfacing Projects.

City of De Pere

Date: 7/5/16

Mainline Cost

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
13-01	ST-01	Provide 18" PVC or RCP Storm	LF	22	\$95.00	\$2,090.00	
13-07	ST-07	Remove and Replace 18" RCP (Class III)	LF	9	\$75.00	\$675.00	
15-01	ST-02	remove and Replace 18" PVC or RCP, CL III Storm Sewer	LF	39	\$65.00	\$2,535.00	
Total				70.00		\$5,300.00	
Average Cost Per Foot						\$75.71	

**2016 Storm Sewer Cost Evaluation - Existing Development Other Than Residential up to Two Units per Building
Summary Based on 2013-2015 Asphalt Reconstruction and Resurfacing Projects.**

City of De Pere

Date: 7/5/16

Storm Sewer Manhole

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
13-01	ST-04	Provide 4' Diameter Storm Manhole	VF	4.40	\$290.00	\$1,276.00	
13-07	ST-14	Install 4' Diameter Storm Manhole	VF	13.20	\$351.00	\$4,633.20	
13-07	ST-15	Install 4' Diameter Storm Manhole	VF	5.30	\$351.00	\$1,860.30	
14-01	ST-08	Provide 4' Diameter Storm Manhole	VF	15.14	\$430.00	\$6,510.20	
14-07	ST-03	Install 4' Diameter Storm Manhole	VF	8.74	\$405.90	\$3,547.57	
15-01	ST-09	Remove and Replace 4' Diameter Storm Manhole	VF	55.89	\$377.00	\$21,070.53	
15-07	ST-06	Provide 4' Diameter Storm Manhole	VF	60.30	\$454.61	\$27,412.98	
Total				162.97		\$66,310.78	
Cost Per Vertical Foot						\$406.89	
Cost for a 5 foot Deep Manhole						\$2,034.45	
Average Per Foot Cost with a 300 Foot Spacing						\$6.78	

**2016 Storm Sewer Cost Evaluation - Existing Development Other Than Residential up to Two Units per Building
Summary Based on 2013-2015 Asphalt Reconstruction and Resurfacing Projects.**

City of De Pere

Date: 7/5/16

Lateral Cost

Lateral 6"

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
13-07	ST-01	Provide 6" PVC Storm Sewer	LF	222.5	\$24.00	\$5,340.00	
15-01	ST-05	Remove and Replace 6" PVC Storm Sewer Lateral	LF	45	\$45.00	\$2,025.00	
Total				267.50		\$7,365.00	
Average Cost Per Foot						\$27.53	
Average Cost per Lot at 35 Feet of Lateral (100% to Resident)						\$963.64	Average length of lateral is based on a 70 foot right of way.

Lateral 8"

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
15-07	ST-02	Install 8" PVC Storm-Roof Drains	LF	693.00	\$46.47	\$32,203.71	
Total				693.00		\$32,203.71	
Average Cost Per Foot						\$46.47	
Average Cost per Lot at 35 Feet of Lateral (100% to Resident)						\$1,626.45	Average length of lateral is based on a 70 foot right of way.

Lateral 12"

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
13-01	ST-02	Remove and Replace 12" PVC or RCP Storm Sewer	LF	272	\$45.00	\$12,240.00	
13-07	ST-02	Remove and Replace 12" PVC or RCP (Class III) Storm Sewer	LF	237.5	\$48.15	\$11,435.63	
13-07	ST-03	Install 12" PVC or RCP (Class III) Storm Sewer	LF	354	\$32.00	\$11,328.00	
14-01	ST-02	Remove and Replace 12" PVC or RCP Storm Sewer	LF	375.5	\$49.00	\$18,399.50	
14-07	ST-01	Remove and Replace 12" PVC or RCP (Class III) Storm Sewer	LF	350.3	\$50.74	\$17,774.22	Storm Sewer relatively shallow similar to laterals
15-01	ST-04	Remove and Replace 12" PVC or RCP Storm Sewer	LF	648.5	\$49.00	\$31,776.50	
15-07	ST-01	Remove and Replace 12" PVC or RCP Storm Sewer	LF	797.4	\$50.51	\$40,276.67	
Total				3035.20		\$143,230.52	
Average Cost Per Foot						\$47.19	
Average Cost per Lot at 35 Feet of Lateral (100% to Resident)						\$1,651.64	Average length of lateral is based on a 70 foot right of way.

**2016 Storm Sewer Cost Evaluation - Existing Development Other Than Residential up to Two Units per Building
Summary Based on 2013-2015 Asphalt Reconstruction and Resurfacing Projects.**

City of De Pere

Date: 7/5/16

Connection Cost

Storm Wye Cost (6")

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
12-04	ST-10		EA	25	\$85.00	\$2,125.00	No wyes have been installed in 2013 thru 2015.
Total				25.00		\$2,125.00	
Average Cost Per Wye						\$85.00	

Core Storm Tee Cost (8" & 12")

Project	Bid Item	Bid Item Description	Unit	Quantity	Cost	Total	Comment
15-07	ST-11	Core Drill Existing Main with NPC Kor-N-Tee	EA	8	\$202.05	\$1,616.40	
Total				8.00		\$1,616.40	
Average Cost Per Connection/Core						\$202.05	

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: July 11, 2016

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Consider Approval for the Revision #2 to the State Municipal Agreement (SMA) with WisDOT for Eighth Street (STH 32) Reconstruction from Main Avenue to Ash Street (WisDOT Project ID 4085-42-00/71).*

Attached is Revision #2 to the State/Municipal Agreement (SMA) for the improvements to Eighth Street (STH 32) reconstruction from Main Avenue to Ash Street. The original SMA was approved by the Board of Public Works in November of 2012 and the first revision approved in May of 2015.

Eighth Street is an urban 2-lane non-divided street with parking on each side, concrete curb and gutter, and sidewalk. The street has a concrete surface that was constructed in 1953. The existing pavement is deteriorated and reconstruction is required. Additionally, the City's sanitary sewer and water main are aged and replacement is required. City work is being completed this year.

The purpose for the revision is to update costs and anticipated expenses to the City. The project cost revisions are as follows:

Description	Revision #1	Revision #2
Total Project Cost	\$2,370,650	\$2,106,180
Federal/State Funds	\$2,175,933	\$1,952,904
Municipal (De Pere) Funds	\$194,717	\$153,276

The Revision #2 along with original SMA and Revision #1 for the work proposed in the City is attached.

Staff recommends the BOPW approve the revised agreement and forward to the Council for approval.

ATTACHMENTS:

- 40854200_71 C DEPERE 8TH ST MAIN TO ASH REV 2 DRAFT 06152016 (PDF)
- 40854200_71_SMA-Orig (PDF)
- 40854200_71_SMA_Revision1 (PDF)

 [#2] REVISION STATE/MUNICIPAL AGREEMENT FOR A STATE- LET HIGHWAY PROJECT <i>[This agreement supercedes the agreement signed by the Municipality on May 22, 2015 and signed by DOT on May 26, 2015.]</i>	Date: June 15, 2016 I.D.: 4085-42-00 / 71 Road Name: 8th Street City of De Pere Limits: Main Ave - Ash Street County: Brown Roadway Length: 0.39 miles
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The signatory city, village, town or county, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

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

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: The existing facility is an urban 2-lane non-divided section with 2 sided parking, curb & gutter and sidewalk. Turn lanes are provided at various locations. The PCC pavement is from 1953 and has not been overlaid. The ride is poor and the underground utilities are at their service lives.

Proposed Improvement - Nature of work: Reconstruct the existing roadway including replacement of water, sanitary, and storm sewer systems.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: Miscellaneous CSS items that would exceed the allotted 1.5% CSS funds, private storm sewer laterals, open graded base course and underdrain, concrete joint sealing, installing city supplied street signs, and any sanitary manhole or water valve adjustments.

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
Preliminary Engineering: Plan Development	\$ 300,000	\$ 225,000	75%	\$ 75,000	25%
Real Estate Acquisition: Acquisition	\$ 30,000	\$ 30,000	100%	\$ -	0%
Compensable Utilities	\$ -	\$ -		\$ -	
Construction (0010) Priority 1 City items	\$ 3,558	\$ -	0%	\$ 3,558	CAP
Priority 2 Participating	\$ 1,625,167	\$ 1,625,167	100%	\$ -	0%
CSS Items (0020) Priority 1 (1.5% CSS Funds) Landscaping Trees	\$ 26,600	\$ 26,600	CAP	\$ -	0%
Priority 2 (Balance CSS Items) Landscaping Trees	\$ -	\$ -	0%	\$ -	100%
Lighting (0030) Priority 1 City lump sum**	\$ 5,400	\$ -	0%	\$ 5,400	CAP
Priority 2 Continuous Lighting System	\$ 92,274	\$46,137	50%	\$ 46,137	50%
Non-Participating (0040) Adjusting Manhole Covers Adjusting Water Valve Boxes Install City Supplied Street Signs Concrete Joint Sealing	\$ 23,181	\$ -	0%	\$ 23,181	100%
Total Cost Distribution	\$ 2,106,180	\$ 1,952,904		\$ 153,276	

**City lump sum cost for wire upsizing, extra pull boxes, and conduit for future sideroad lighting (See Attach B)

This request is subject to the terms and conditions that follow (pages [#2] – [#5]) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of the City of De Pere (please sign in blue ink)		
Name	Title	Date
Signed for and in behalf of the State (please sign in blue ink)		
Name	Title	Date

TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceed Federal/State financing commitments or are ineligible for Federal/State financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table that show Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
3. Funding of each project Phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or State transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter and bridge costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk meeting Trans 75 requirements at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.

- (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other Utility or Facility Owner includes the following items:
- (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and Bridge width in excess of standards.
 - (d) Construction inspection, staking and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Parking lane costs.
 - (f) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
 - (g) Damages to abutting property assessment value due to change in street or sidewalk widths, grades or drainage.
 - (h) Conditioning, if required and maintenance of detour routes.
 - (i) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
6. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
7. The work will be administered by the State and may include items not eligible for Federal/State participation.
8. The Municipality shall at its own cost and expense:
- (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and shall make ample provision for such maintenance each year. This agreement does not remove the current municipal maintenance responsibility.
 - (b) Maintain and accept responsibility for the energy, operation, maintenance, repair and replacement of the lighting system.
 - (c) Prohibit angle parking.
 - (d) Regulate and prohibit, by ordinance, except designated areas on the east side of 8th Street between Elm Street and Spruce Street, parking at all times on 8th Street between Main Ave and Ashland Ave.
 - (e) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.
 - (f) Provide complete plans, specifications and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions or claims resulting from the sanitary sewer and water system

construction.

- (g) Maintain all community sensitive solutions and/or enhancement funded items.

- The city will assume responsibility for care cycles and surveillances for trees planted under the contract after roadway is open to traffic. Any trees that need replacement after WisDOT construction is complete will be responsibility of the city. WisDOT has provided a credit to the city to cover the associated costs.

- (h) Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.

9. Basis for local participation:

(a) Design:

- a. Costs are split at a 75/25 WisDOT / Local ratio as per WisDOT's cost policy for Connecting Highways.

(b) Real Estate:

- a. Real Estate costs will be determined in Preliminary Design. WisDOT will fund Real Estate needed to meet FDM standards.

(c) Construction:

- a. Construction costs shown are based on similar project bid item process. Items requiring a cost share are listed on the first page and will be adjusted in future Project Agreement revisions if necessary.
- i. See Attachment A, B, & C for breakdown of city lump sum amount in Category 10.
 - ii. See Attachment D for breakdown of Category 20 (CSS items).
 - iii. See Attachment E for breakdown of Category 40 (non-participating/city cost items).

[END]

Attachment A: Category 0010 Items

PROJECT ID 4085-42-00/71
 8th Street, City of De Pere; Main Avenue - Ashland Avenue
 STH 32
 BROWN COUNTY

City Cost Items (See Attachment B for breakdown)

ITEM DESCRIPTION	QUANTITY	ITEM UNIT	ESTIMATED UNIT PRICE	ITEM COST	REMARKS
9" Concrete Pavement	1	LUMP SUM	\$8,940.00	\$8,940.00	City requests 9" pavement instead of 8-1/2" as determined in pvmt design
Open Graded Base Course/Underdrain	1	LUMP SUM	\$36,777.00	\$36,777.00	City requests open graded base course & underdrain
Parking Lane	1	LUMP SUM	\$19,000.00	\$19,000.00	Cost for parking lane in area of Elm & Spruce St
Sidewalk Base Course (extra 1")	124	TON	\$18.00	\$2,232.00	City requests 4" base under sidewalk; WisDOT policy covers first 3"
Ash Street Obliteration	1	LUMP SUM	\$1,500.00	\$1,500.00	Obliteration of old Ash St on east side of 8th Street
Pavement Restoration (Ashland Ave watermain relay)	1	LUMP SUM	\$960.00	\$960.00	De Pere to open cut watermain across Ashland Ave under WisDOT closure
TOTAL COST				\$69,409.00	

WisDOT Credit Items (See Attachment C for breakdown)

ITEM DESCRIPTION	QUANTITY	ITEM UNIT	ESTIMATED UNIT PRICE	ITEM COST	REMARKS
Removing Pavement	2,318	SY	\$4.00	\$9,272.00	City removed some pavement during utility project in 2016
Removing Sidewalk	98	SY	\$3.50	\$343.00	City removed some sidewalk during utility project in 2016
Storm Sewer Upsizing (Oak St)	1	LUMP SUM	\$1,752.00	\$1,752.00	
Storm Sewer Upsizing (Oak St - 2016)	1	LUMP SUM	\$6,240.00	\$6,240.00	
Storm Sewer Inlets (Oak St)	1	LUMP SUM	\$8,360.00	\$8,360.00	
Storm Sewer in Oak St intersection	1	LUMP SUM	\$11,287.00	\$11,287.00	
Storm Sewer Upsizing (Elm St)	1	LUMP SUM	\$6,234.00	\$6,234.00	
Storm Sewer Upsizing/Replace (Elm St)	1	LUMP SUM	\$5,891.00	\$5,891.00	
Storm Sewer in Elm & 8th St intersection	1	LUMP SUM	\$7,972.00	\$7,972.00	
ATC Utility Pothole	5	EACH	\$500.00	\$2,500.00	
ATC Line (Thermal Backfill)	5	EACH	\$200.00	\$1,000.00	
Landscaping Planting Surveillance and Care Cycles	10	EACH	\$500.00	\$5,000.00	Credit for city assuming care cycles and surveillance of trees planted w/ project
TOTAL COST				\$65,851.00	

City Cost Items \$69,409.00
 WisDOT Credit Items \$65,851.00

City Lump Sum Amount \$3,558.00

ATTACHMENT B

City Cost Items

1. Cost for the parking lane (mainly pavement, base, breaker)

\$18,932.50 (\$19,000)

Base Aggregate Open Graded: 88 TON @ \$17.00 = \$1,496.00

Base Aggregate Dense 1 ¼-Inch: 132 TON @ \$11.00 = \$1,452.00

Breaker Run: 230 TON @ \$10.00 = \$2,300.00

Concrete Pavement 9-Inch: 331 SY @ \$38.00 = \$12,578

Pavement Marking Epoxy 4-Inch: 360 LF @ \$1.00 = \$360.00

Pavement Marking Crosswalk Epoxy 6-Inch: 34 LF @ \$7.00 = \$238.00

Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch: 9 LF @ \$51.00 = \$459

Conduit Rigid Nonmetallic Schedule 80 2-Inch: 9 LF @ \$5.50 = \$49.50

2. Cost for 1" of base agg under the sidewalk

\$2,232.00 (\$2,232)

Base Aggregate Dense ¾-Inch: 124 TON @ \$18.00 = \$2,232.00

3. Ash Street Removal Area: Cost for asphalt removal and restoration items

\$1,422.67 (\$1,500)

Removing Asphaltic Surface: 147 SY @ \$3.00 = \$441.00

Topsoil: 182 SY @ \$3.50 = \$637.00

Mulching: 182 SY @ \$0.35 = \$63.70

Fertilizer Type B: 0.11 CWT @ \$77.00 = \$8.47

Seeding Mixture No. 40: 3 LB @ \$7.50 = \$22.50

Water for Seeded Areas: 10 MGAL @ \$25.00 = \$250.00

4. Ashland Ave Watermain Relay Restoration

\$960

HMA Pavement (matching existing asphalt thickness): 7 TON @ \$60.00 = \$420.00

30" Type D Curb & Gutter: 18 LF @ \$30.00 = \$540

Fulcer, Andrew - DOT

From: Eric Rakers <erakers@mail.de-pere.org>
Sent: Friday, March 18, 2016 2:03 PM
To: 'Jaime Kurten'
Cc: Fulcer, Andrew - DOT
Subject: RE: 8th Street - City Items

Categories: Lighting, Municipalities/Local Officials

Hi Jaime,

Just closing out on the answers below. The City is in agreement with the extra wire and pull boxes for \$5400. We are also OK with the shorter, more numerous poles due to ATC. It would be helpful if we could get an estimate of the additional cost for working with ATC.

Thanks,

Eric

Eric Rakers, P.E.
 City Engineer
 925 S. Sixth Street
 De Pere, WI, 54115

Ph (920) 339-8304
 Fax (920) 339-4071
 Cell (920) 639-1000

erakers@mail.de-pere.org

From: Jaime Kurten [mailto:JKurten@msa-ps.com]
Sent: Wednesday, March 09, 2016 9:04 AM
To: Eric Rakers
Cc: Fulcer, Andrew - DOT
Subject: 8th Street - City Items

Hi Eric-

I've got some additional follow up as we are looking to finalize some details in the plans:

1. Reviewing the overview plans, I have some concern with the proximity of the two existing trees at the beginning of the project (between 99+00 – 99+50). The curb is being moved out slightly in that section and with the base/breaker extending 2' behind the curb and gutter we are getting close to those trees with excavation. In addition, the lighting conduit is also going through that area between the trees and the curb. I think the construction is going to be hard on these trees. I'm not sure what the future plans are with this site being sold recently but it might be best to look to remove this tree and plant new trees more centered in the new terrace. Let me know your thoughts.
2. I'm looking to get some final concurrence on the side street lighting. MSA would recommend adding pull boxes now vs in the future if we are going to include the wire capacity for future lighting. Cost Estimate for added wire and pull boxes is \$5,400.

3. Decision on limits of concrete at the corner of Ash and 8th Street. WisDOT indicated we will pave adjacent to the curb ramp, but the extents to the south will be up to the City. Also pending is the determination of pavement/grass in between curb ramps. In small areas we will proceed with paving those areas and in larger areas where grass is maintainable we will provide grass, similar to the recommendation exhibit that was sent to you. If you have any changes, I'm happy to do that, just let me know.
4. Once we have a final direction on the lighting, I will get a final cost to ATC. ATC seems willing to entertain the idea, but WisDOT indicated that the City will have to coordinate reimbursement with ATC. I will include you on my cost estimate to ATC correspondence when that is completed.

Jaime



Jaime Kurten Chmielewski, PE | Senior Project Engineer

MSA Professional Services, Inc.

+1 (608) 242-6619



Life Cycle Cost Analysis Results

	<u>HMA</u> Alternative #1	<u>HMA</u> Alternative #2	<u>PCC</u> Alternative #1	<u>PCC</u> Alternative #2	<u>PCC</u> Alternative #3
S. 8 th Street	7" HMA	6.25" HMA	8.5" PCC	9" PCC	9" PCC
Initial Cost:	\$423,215	\$424,374	\$397,474	\$406,414	\$461,502
Present Worth Cost:	\$504,985	\$506,144	\$450,969	\$459,909	\$496,686
Percent Difference:	11.98%	12.23%	0.00%	1.98%	10.14%

Note: Pavement alternatives in bold are within 5% of the calculated Present Worth Cost and are considered acceptable per FDM 14-15-1.6.1. See Appendix D for WisPave LCCA report.

City cost for 9" concrete pavement and open graded base course w/ underdrain was determined using the values from the present worth cost calculation in the pavement design report.

PCC Alt #1 is considered preferred pavement alternative (base estimate)
PCC Alt #3 includes 9" concrete & OGBC/Underdrain

$$\$496,686 - \$450,969 = \$45,717$$

\$45,717 broken down as follows:

* \$8,940 for extra 1/2" of pavement (see page B.5)

* \$36,777 difference in cost; attributed to OGBC/underdrain

LIFE CYCLE COST ANALYSIS RESULTS

Current Year: 2015

Project Length: 0.42 Miles

Construction Year: 2017

Analysis Basis: LCCA Length

Analysis Period: 50 yrs

Discount Rate(%): 5

Present Worth Costs

	Concrete Alt#1 S. 8th Street w/Breaker Run	Concrete Alt#2 S. 8th Street w/Breaker Run	HMA Alt#1 S. 8th Street w/Breaker Run	HMA Alt#2 S. 8th Street w/Breaker Run
Initial Construction Costs	\$397,473.65	\$406,413.33	\$423,214.69	\$424,373.88
Maintenance Costs	\$8,730.62	\$8,730.62	\$4,170.33	\$4,170.33
Rehabilitation Costs	\$48,975.31	\$48,975.31	\$81,577.46	\$81,577.46
Rehabilitation Salvage Value	(\$4,211.14)	(\$4,211.14)	(\$3,977.68)	(\$3,977.68)
Total Facility Costs	\$450,968.43	\$459,908.11	\$504,984.79	\$506,143.98
	+ 0.00%	+ 1.98%	+ 11.98%	+ 12.23%

[Back](#)

Project ID: 4085-32-01

Direct questions to the [WisDOT Computer Help Desk](#) 1-800-362-3050

Version A - 34 - 34

Extra cost for 9" concrete pavement determined by
subtracting Alt#1 (8.5") from Alt#2 (9") costs:
\$406,413 - \$397,473 = \$8,940

ATTACHMENT C
PROJECT 16-02 STREET RECONSTRUCTION
City of De Pere
Cost Breakdown
May 11, 2016

				BIDDER NO. 1		
				JOSSART BROS. INC.		
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	COMMENT
ELM STREET STORM SEWER UPSIZING						
ST-01	Remove and Relay 24" RCP/PVC/PP Storm Sewer (Natural Backfill)	LF	215	\$ 48.00	\$ 10,320.00	Cost difference based on e-mail from Jossart Brothers Inc. on 5/6/16.
ST-04	Provide 24" RCP/PVC/PP Storm Sewer	LF	552	\$ 86.00	\$ 47,472.00	
ST-09	Provide 24" RCP Endwall	EA	1	\$ 1,000.00	\$ 1,000.00	
ST-24	Abandon/Remove Existing Storm Sewer and Appurtenances on Elm Street	LS	1	\$ 4,500.00	\$ 4,500.00	
Total Construction Cost - Elm Street Upsizing					\$ 62,292.00	
WisDOT Cost - 18" to 24" Storm			767	\$ 7.00	\$ 5,369.00	
WisDOT Cost - 18" to 24" Endwall			1	\$ 100.00	\$ 100.00	
WisDOT Cost - Abandon/Remove Storm Sewer			17%	\$ 4,500.00	\$ 765.00	
WisDOT Cost					\$ 6,234.00	
ELM STREET STORM SEWER REPLACEMENT DUE TO UPSIZING						
ST-04	Provide 24" RCP/PVC/PP Storm Sewer	LF	137	\$ 86.00	\$ 11,782.00	This is the section of 18" between MH 26 and 27. This does not require replacement. We propose to split this 50/50 as there is a benefit to the City to have new pipe.
Total Construction Cost - Elm Street Upsizing					\$ 11,782.00	
50% Allocated to WisDOT					\$ 5,891.00	
ELM STREET STORM SEWER AT INTERSECTION						
ST-04	Provide 24" RCP/PVC/PP Storm Sewer	LF	26	\$ 86.00	\$ 2,236.00	
ST-06	Provide 12" PVC Storm Sewer	LF	58	\$ 45.00	\$ 2,610.00	
ST-19	Remove and Replace 5' Diameter Storm Manhole	VF	4.7	\$ 390.00	\$ 1,833.00	
ST-20	Remove and Replace 4' Diameter Storm Manhole	VF	4.7	\$ 275.00	\$ 1,292.50	
Total Construction Cost - Elm Street Intersection					\$ 7,971.50	
WisDOT Cost					\$ 7,971.50	

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID
OAK STREET STORM SEWER UPSIZING					
ST-03	Provide 36" RCP/PVC/PP Storm Sewer	LF	624	\$ 108.00	\$ 67,392.00
Total Construction Cost - Oak Street Upsizing					\$ 67,392.00
WisDOT Cost			624	\$ 10.00	\$ 6,240.00
OAK STREET INLETS					
ST-06	Provide 12" PVC Storm Sewer	LF	28	\$ 45.00	\$ 1,260.00
ST-19	Remove and Replace 5' Diameter Storm Manhole	VF	10	\$ 390.00	\$ 3,900.00
ST-21	Provide Type B Inlet	EA	2	\$ 1,600.00	\$ 3,200.00
Total Construction Cost - Oak Street Inlets					\$ 8,360.00
100% Allocated to WisDOT					\$ 8,360.00
OAK STREET STORM SEWER AT INTERSECTION					
ST-03	Provide 36" RCP/PVC/PP Storm Sewer	LF	26	\$ 108.00	\$ 2,808.00
ST-05	Provide 15" PVC Storm Sewer	LF	59	\$ 58.00	\$ 3,422.00
ST-18	Remove and Replace 6' Diameter Storm Manhole	VF	9.6	\$ 395.00	\$ 3,792.00
ST-20	Remove and Replace 4' Diameter Storm Manhole	VF	4.6	\$ 275.00	\$ 1,265.00
Total Construction Cost - Oak Street Intersection					\$ 11,287.00
WisDOT Cost					\$ 11,287.00

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT BID	COMMENT
ATC LINE VERIFICATION						
SC-05	Exploration of Existing Utilities (Transmission Line and Gas Main)	EA	5	\$ 500.00	\$ 2,500.00	
SC-06	Backfilling Transmission Line on Eighth Street and Elm Street	EA	5	\$ 200.00	\$ 1,000.00	
Total Construction Cost - Elm Street Upsizing					\$ 3,500.00	
100% Allocated to WisDOT					\$ 3,500.00	

City of De Pere
Project 15-01 - Sewer and Water Main Relay and Street Resurfacing
May 22, 2015

36" Storm Sewer

Item #	Bid Item	Unit	Bid Amount	Unit Price	Total
STORM SEWER					
ST-01	Provide 36" Polypropylene or RCP Storm Sewer	LF	146	\$178.00	\$25,988.00
ST-02	Provide Manhole over 66" Storm Sewer	VF	12.9	\$1,500.00	\$19,350.00
ST-03	Remove and Replace 5' Diameter Storm Manhole	VF	7.8	\$635.00	\$4,953.00
ST-04	Provide 5' Diameter Storm Manhole	VF	9.5	\$500.00	\$4,750.00
ST-05	Provide Storm Tee/Connection 36" X 8" (Includes Connection of Existing Pipe)	EA	2	\$400.00	\$800.00
ST-06	Provide Connection to Existing 12" Inlet Leads	EA	2	\$500.00	\$1,000.00
					\$56,841.00

30" Storm Sewer

Item #	Bid Item	Unit	Bid Amount	Unit Price	Total
STORM SEWER					
ST-01	Provide 30" Polypropylene or RCP Storm Sewer	LF	146	\$166.00	\$24,236.00
ST-02	Provide Manhole over 66" Storm Sewer	VF	12.9	\$1,500.00	\$19,350.00
ST-03	Remove and Replace 5' Diameter Storm Manhole	VF	7.8	\$635.00	\$4,953.00
ST-04	Provide 5' Diameter Storm Manhole	VF	9.5	\$500.00	\$4,750.00
ST-05	Provide Storm Tee/Connection 36" X 8" (Includes Connection of Existing Pipe)	EA	2	\$400.00	\$800.00
ST-06	Provide Connection to Existing 12" Inlet Leads	EA	2	\$500.00	\$1,000.00
					\$55,089.00

Upsizing Cost (WisDOT Cost)
\$1,752.00

Attachment D: Category 0020 Items

PROJECT ID 4085-42-00/71
8th Street, City of De Pere; Main Avenue - Ashland Avenue
STH 32
BROWN COUNTY

CSS ITEMS

ITEM DESCRIPTION	QUANTITY	ITEM UNIT	ESTIMATED UNIT PRICE	ITEM COST
Purple Prince Crabapple, B&B, 2-inch caliper	8	EACH	\$500.00	\$4,000.00
Spring Snow Crabapple, B&B, 2-inch caliper	11	EACH	\$500.00	\$5,500.00
Ivory Silk Japanese Tree Lila, B&B, 2-inch caliper	7	EACH	\$500.00	\$3,500.00
Callery Chanticleer Pear, B&B, 2-inch caliper	9	EACH	\$500.00	\$4,500.00
ITEM COST				\$17,500.00
CONSTRUCTION DELIVERY (15%)				\$2,625.00
TOTAL COST				\$20,125.00

Attachment E: Category 0040 Items

PROJECT ID 4085-42-00/71
8th Street, City of De Pere; Main Avenue - Ashland Avenue
STH 32
BROWN COUNTY

CITY OF DE PERE ITEMS

ITEM DESCRIPTION	QUANTITY	ITEM UNIT	ESTIMATED UNIT PRICE	ITEM COST
ADJUSTING MANHOLE COVERS	8	EACH	\$325.00	\$2,600.00
ADJUSTING WATER VALVE BOXES	19	EACH	\$240.00	\$4,560.00
INSTALL CITY SUPPLIED STREET SIGNS	12	EACH	\$50.00	\$600.00
CONCRETE JOINT SEALING	10,331	SY	\$1.20	\$12,397.20
ITEM COST				\$20,157.20
CONSTRUCTION DELIVERY (15%)				\$3,023.58
TOTAL COST (100% City of De Pere)				\$23,180.78



**Original
STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET HIGHWAY
PROJECT**

Date: August 24, 2012

I.D.: 4085-42-00 / 71

Road Name: 8th Street City of DePere

Limits: Main street – Ash Street

County: Brown

Roadway Length: 0.45 MI

The signatory City of DePere hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

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

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: The existing facility is an urban 2-lane non-divided section with 2 sided parking, curb & gutter and sidewalk. Turn lanes are provided at various intersections. The pcc pavement is from 1953 and has not been overlaid. The ride is poor and the underground utilities are at their service lives.

Proposed Improvement - Nature of work: Reconstruct the existing roadway including replacement of water, sanitary and storm systems.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: Design of sanitary and water systems if the City wants to combine let them with WisDOT's project.

PHASE	ESTIMATED COST				
	Total Estimated Cost	Federal / State Funds	%	Municipal Funds	%
Preliminary Engineering:					
Plan Development	225,000	168,750	75	56,250	25
Real Estate Acquisition 1:					
Acquisition	TBD	TBD	100	0	0
City Acquisition Costs 2	TBD	TBD	100	0	0
Construction (Participating) 3:					
Normal Participating	1,854,317	1,854,317	100	0	0
New Lighting 4			50		50
Construction (Non – Participating)					
Parking Lanes 5	100,683	0	0	100,683	100
Hazardous Material Clean-Up			0		100
Sanitary & Water			0		100
CONSTRUCTION SUBTOTAL:	1,955,000	1,854,317		100,683	
TOTAL COST DISTRIBUTION:	2,180,000	2,023,067		156,933	

- 1) All Real Estate costs required to meet FDM standards are eligible for WisDOT funding.
- 2) The City of DePere must acquire real estate in their name. The City's cost to acquire parcels is eligible for WisDOT funding.
- 3) Construction costs shown are an estimate based on historical bid item prices and contain 15% construction delivery. The Project Agreement will be revised as cost share items are determined.
- 4) New lighting is a continuous system. The 50/50 split is for a standard cobra head lighting system.
- 5) The City is responsible for the actual cost of bid items needed to construct parking lanes. Items typically include common excavation, breaker run, base course, and pavement.

This request is subject to the terms and conditions that follow (pages 3 – 5) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of the City of DePere (please sign in blue ink)

Name Michael J. Walsh Title MAYOR Date 11/26/12

Signed for and in behalf of the State (please sign in blue ink)

Name _____ Title _____ Date _____

TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds Federal/State financing commitments as per WisDOT's cost share policy or are ineligible for Federal/State financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table that shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
3. Funding of each project Phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or State transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter and bridge costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk meeting trans 75 requirements at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components. WisDOT will have LED as a standard option by 2018.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other Utility or Facility Owner includes the following items:
 - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and Bridge width in excess of standards.
 - (d) Construction inspection, staking and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Parking lane costs.

- (f) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
 - (g) Damages to abutting property assessment value due to change in street or sidewalk widths, grades or drainage.
 - (h) Conditioning, if required and maintenance of detour routes.
 - (i) Repair of damages to roads or streets not designated as a haul road caused by reason of their use in hauling materials incidental to the improvement.
5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
 6. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
 7. The work will be administered by the State and may include items not eligible for Federal/State participation.
 8. The Municipality shall at its own cost and expense:
 - (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and shall make ample provision for such maintenance each year. This agreement does not remove the current municipal maintenance responsibility.
 - (b) Maintain all items outside the travel lane along the project, to include but not limited to parking lanes, curb and gutter, drainage facilities, sidewalks, multi-use paths, retaining walls, pedestrian refuge islands, landscaping features and amenities funded by community sensitive solutions.
 - (c) Maintain and accept responsibility for the energy, operation, maintenance, repair and replacement of the lighting system.
 - (d) Prohibit angle parking.
 - (e) Regulate or prohibit all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street. Regulate and prohibit, by ordinance, parking at locations determined by the City during preliminary design.
 - (f) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.
 - (g) Provide complete plans, specifications and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions or claims resulting from the sanitary sewer and water system construction. Sanitary sewer and water may be done concurrently with the street construction if requested by the municipality.
 - (h) Maintain all community sensitive solutions and/or enhancement funded items.
 - (i) Coordinate with the state on changes to highway access within the project limits.
 - (j) Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.

9. Basis for local participation:

- Design: Costs are split at a 75/25 WisDOT / Local Ratio as per WisDOT's cost policy for connecting Highways.
- Real Estate: Real Estate costs will be determined in Preliminary Design. WisDOT will fund Real Estate needed to meet FDM standards.
- Construction: Construction costs shown are based on similar project bid item prices. Items requiring a cost share are listed on the first page and will be adjusted in future Project Agreement revisions as they are determined via input from the City during preliminary design.

	[#1] REVISION STATE/MUNICIPAL AGREEMENT FOR A STATE- LET HIGHWAY PROJECT	Date: April 8, 2015 I.D.: 4085-42-00 / 71 Road Name: 8th Street City of De Pere Limits: Main Ave - Ash Street County: Brown Roadway Length: 0.39 miles
	<i>[This agreement supercedes the agreement signed by the Municipality on November 26, 2012 and signed by DOT on December 7, 2012.]</i>	

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

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

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: The existing facility is an urban 2-lane non-divided section with 2 sided parking, curb & gutter and sidewalk. Turn lanes are provided at various locations. The PCC pavement is from 1953 and has not been overlaid. The ride is poor and the underground utilities are at their service lives.

Proposed Improvement - Nature of work: Reconstruct the existing roadway including replacement of water, sanitary, and storm sewer systems.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: Miscellaneous CSS items that would exceed the allotted 1.5% CSS funds, private storm sewer laterals, open graded base course and underdrain, and any sanitary manhole or water valve adjustments.

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
Preliminary Engineering: Plan Development	\$ 300,000	\$ 225,000	75%	\$ 75,000	25%
Real Estate Acquisition: Acquisition	\$ 30,000	\$ 30,000	100%	\$ -	0%
Compensable Utilities	\$ -	\$ -		\$ -	
Construction (0010) Priority 1	\$ 53,717				
9" Conc Pvm		\$ -	0%	\$ 8,940	CAP
OGBC/Underdrain*		\$ -	0%	\$ 36,777	CAP
Parking Lane***		\$ -	0%	\$ 8,000	CAP
Priority 2					
Participating	\$ 1,856,283	\$ 1,856,283	100%	\$ -	0%
New Sidewalk	\$ -	\$ -	100%	\$ -	
CSS Items (0020) Priority 1	\$ 28,650	\$ 28,650	CAP	\$ -	0%
(1.5% CSS Funds)					
Priority 2	\$ -	\$ -	0%	\$ -	100%
(CSS Items)					
Lighting (0030)**	\$ 72,000	\$ 36,000	50%	\$ 36,000	50%
Non-Participating (0040)					
Sidewalk base course (1")***	\$ 10,000	\$ -	0%	\$ 10,000	100%
Residential strm sew laterals***	\$ 10,000	\$ -	0%	\$ 10,000	100%
Local sign placement***	\$ 5,000	\$ -	0%	\$ 5,000	100%
Rubber adjustment rings***	\$ 5,000	\$ -	0%	\$ 5,000	100%
Total Cost Distribution	\$ 2,370,650	\$ 2,175,933		\$ 194,717	

*OGBC = Open Graded Base Course

**Assumes continuous lighting system

***Estimated cost shown for placeholder purposes only; will be revised during final design
Parking lane estimate assumes 400 LF of 6' wide parking lane @ \$20/LF

This request is subject to the terms and conditions that follow (pages [#2] – [#5]) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of the <u>City of De Pere</u> (please sign in blue ink)		
Name <u>Michael J. Walsh</u>	Title <u>Mayor</u>	Date <u>5/22/15</u>
Signed for and in behalf of the State (please sign in blue ink)		
Name <u>Bruce S. Burd</u>	Title <u>NE Region Planning Mgr</u>	Date <u>5/26/15</u>

TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceed Federal/State financing commitments or are ineligible for Federal/State financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table that show Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
3. Funding of each project Phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or State transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter and bridge costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk meeting Trans 75 requirements at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.

- (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other Utility or Facility Owner includes the following items:
- (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and Bridge width in excess of standards.
 - (d) Construction inspection, staking and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Parking lane costs.
 - (f) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
 - (g) Damages to abutting property assessment value due to change in street or sidewalk widths, grades or drainage.
 - (h) Conditioning, if required and maintenance of detour routes.
 - (i) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
6. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
7. The work will be administered by the State and may include items not eligible for Federal/State participation.
8. The Municipality shall at its own cost and expense:
- (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and shall make ample provision for such maintenance each year. This agreement does not remove the current municipal maintenance responsibility.
 - (b) Maintain and accept responsibility for the energy, operation, maintenance, repair and replacement of the lighting system.
 - (c) Prohibit angle parking.
 - (d) Regulate and prohibit, by ordinance, except designated areas on the east side of 8th Street between Elm Street and Spruce Street, parking at all times on 8th Street between Main Ave and Ashland Ave.
 - (e) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.
 - (f) Provide complete plans, specifications and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions or claims resulting from the sanitary sewer and water system

construction.

- (g) Maintain all community sensitive solutions and/or enhancement funded items.
- (h) Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.

9. Basis for local participation:

(a) Design:

- a. Costs are split at a 75/25 WisDOT / Local ratio as per WisDOT's cost policy for Connecting Highways.

(b) Real Estate:

- a. Real Estate costs will be determined in Preliminary Design. WisDOT will fund Real Estate needed to meet FDM standards.

(c) Construction:

- a. Construction costs shown are based on similar project bid item process. Items requiring a cost share are listed on the first page and will be adjusted in future Project Agreement revisions as they are determined via input from the City during preliminary design.
 - i. Open graded base course & under drain
 - ii. 4" base aggregate under sidewalk (1" additional; WisDOT covers first 3")
 - iii. Lighting
 - iv. Local signs placement (city provided signs placed under WisDOT project)
 - v. Storm sewer laterals (6" residential connections)
 - vi. Rubber adjustment rings (manholes, inlets)

[END]

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: July 11, 2016

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Consider Board of Public Works Vice Chairperson.

Section 6-4(b), De Pere Municipal Code, provides that the Mayor shall act as the Chairperson of the Board of Public Works Committee. The ordinance further requires the Committee to annually elect a vice-chair of the Board of Public Works Committee.