

BOARD OF PUBLIC WORKS MEETING NOTICE

Pursuant to Section 19.84, Wisconsin Statutes, 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 Monday, December 10, 2012, 7:30 p.m. in the Council Chambers of the City Hall, 335 S. Broadway, WI 54115.

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.

*** Items marked are to be forwarded to City Council for approval.**

AGENDA FOR SAID MEETING:

1. Roll Call
2. Approve minutes of the regular meeting held on November 12, 2012 which were previously forwarded to Board Members.
3. Public Comment.
4. Consider Solid Waste Management Services Agreement.*
5. Consider 2012-2013 Sewer Rate Study.*
6. Consider Enterprise Reservoir Tank Inspection Proposals.*
7. Consider Leak Detection Survey Proposals.*
8. Consider Compliance Maintenance Annual Report for Wastewater Collection System.*
9. Consider Engineering Technical Services Regarding Upgrades to the AT&T Wireless Antennae Facilities on City Water Towers.*
10. Future Agenda Items
11. Discussion of Purchase of Advanced Metering Infrastructure.

PLEASE TAKE NOTICE, that pursuant to Section 19.85(1)(e), Wis. Stats., the Board of Public Works may convene in closed session for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.

The Board of Public Works may then reconvene in open session to take action on any matter discussed in closed session or for such other purposes as are allowed by law.

12. Adjournment

Scott J. Thoresen, P.E.
Public Works Director

Agenda Sent to:

Alderspersons
Mayor Michael J. Walsh
Larry Delo, City Administrator
Judy Schmidt-Lehman, City Attorney
Shana Defnet, Clerk-Treasurer
City Hall 1st & 2nd Floor
Eric P. Rakers, City Engineer
Karen M. Heyrman, Assistant City Engineer
Chris Kreiner, Dixon Engineering

De Pere Journal
Green Bay Press Gazette
TV and Radio Stations
De Pere Area Chamber of Commerce
De Pere Area Business Alliance
North American Communications
WI Public Service Corporation
Brown County Library, De Pere
Troy Westrum, Westrum Leak Detection

Any person wishing to attend whom, because of disability, requires special accommodations should contact the Office of the Clerk-Treasurer at 339-4050 by noon on the day of the meeting so that arrangements can be made.

BOARD OF PUBLIC WORKS

CITY OF DE PERE, WISCONSIN – NOVEMBER 12, 2012

The Board of Public Works of the City of De Pere, Wisconsin, met in regular session in the Council Chambers in City Hall, on Monday, November 12, 2012.

1. Roll Call. Mayor Walsh called the meeting to order at 7:30 p.m. Roll call was taken and the following members were present: Alderpersons Bauer, Boyd, Crevier, and Kneiszel. Others present were: Eric Rakers, City Engineer; Diane Yashinsky, recording secretary. Residents in attendance were: Gerard Ambrosius, 1155 Meadowview Lane, De Pere.
2. Approve Minutes. Alderperson Bauer made a motion, seconded by Alderperson Boyd to approve the minutes of the October 8, 2012 Board of Public Works regular meeting. Upon vote, motion carried unanimously.
3. Public Comment. None.
4. Discussion on Scheuring Sidewalk/Trail Snow Removal. City Engineer Rakers explained the need for snow removal on this sidewalk. No action was needed by the Board. The Public Works Department will now send letters to all property owners advising them of their responsibility to remove the snow on the sidewalk.
5. Consider Celebrate De Pere Request. Mayor Walsh made a motion, seconded by Alderperson Boyd, to open the meeting up to the public to speak. Gerard Ambrosius, 1155 Meadowview Lane, De Pere, spoke on behalf of the Celebrate Committee. There was a total of \$90,218 in proceeds that were given out to various organizations in the community as a result of Celebrate in 2012. It will be their 23rd year in 2013. Mayor Walsh made a motion, seconded by Alderperson Bauer, to close the meeting to the public and return to regular order. The Mayor and Alderpersons commended Celebrate for the wonderful job they have done throughout the years and the hard work they have put into making it a success each year. Alderperson Crevier made a motion, seconded by Alderperson Boyd, to provide Celebrate the Street Department's assistance with setting up for their annual event, and that the estimated cost of \$4,914.45 for labor and equipment during that setup is a donation to Celebrate and they will not be charged for that cost. Upon vote, motion carried unanimously.
6. Consider approval for 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). City Engineer Rakers explained that the State is hoping to reconstruct Eighth Street from Main Avenue to Ash Street in the year 2018. City Engineer Rakers explained some preliminary information and the cost to the City is estimated at \$156,933, with possible additional costs such as decorative concrete, decorative street lights, etc. Additionally, the estimate does not include sanitary sewer and watermain replacement, which would come out of capital outlay and done prior to street reconstruction. Mayor Walsh made a motion to

approve this agreement, seconded by Alderperson Bauer. Upon vote, motion carried unanimously.

7. Future Agenda Items. None

8. Adjournment. Mayor Walsh made a motion to adjourn the meeting, seconded by Alderperson Kneizel. Upon unanimous vote, the meeting was adjourned at 8:00 p.m.

Respectfully submitted,

Diane Yashinsky

Recording Secretary

DRAFT

City of De Pere

Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Scott J. Thoresen, Director of Public Works S.J.T.
Date: December 6, 2012
Subject: Solid Waste Management Services Agreement

Attached is the solid waste management agreement from Brown County. The County has been working with all the communities in Brown County on this agreement for over the past year to create the document being presented. Staff has reviewed this agreement and is recommending approval of the agreement with the five (5) year option including addendum #2 to be incorporated if the waste transfer and handling agreement is executed by and between Brown County and Oneida Energy Inc. (OEI) and the OEI waste gasification project becomes operational.

If you have any questions on this matter please feel free to contact my office.

Scott Thoresen

From: Haen_DR <Haen_DR@co.brown.wi.us>
Sent: Thursday, December 06, 2012 2:30 PM
To: Scott Thoresen
Subject: sw mgt contract
Attachments: Municipal Solid Waste Management Services Agreement-Final.pdf

Scott, please find attached the sw mgt services agreement. Upon approval please execute 3 copies and forward to me. I will have them executed and one copy returned for your records. Thank you and we'll see you next week. Dean

Dear R. Haen

Director, Brown County Department of Public Works & Engineering

2501 S. Broadway Street

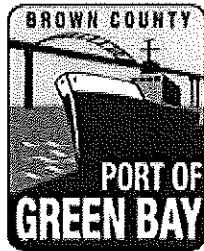
Green Bay, WI 54304

Phone: (920)492-1500

Email: haen_dr@co.brown.wi.us

www.portofgreenbay.com

www.browncountyrecycles.org



Solid Waste Management Services Agreement

This Solid Waste Management Services Agreement and the Addenda (the "Agreement"), made and entered into this _____ day of _____, 20____ by and between Brown County, Wisconsin, a Wisconsin body corporate ("Brown County"), through its Port and Solid Waste Department and _____ (the "Customer"). Brown County and the Customer shall collectively be referred to herein as "the Parties." Capitalized terms used but not defined in this Agreement are defined in Section 1.

WITNESSETH:

WHEREAS, Brown County desires to enter into an agreement with Customer for the provision of long-term solid waste management services on the terms and subject to the conditions provided herein, such services to include the storage, source separation, processing, treatment, recovery and disposal of Solid Waste ("Solid Waste Management Services"); and,

WHEREAS, Customer wishes to have Brown County provide such long-term Solid Waste Management Services at a low cost and,

WHEREAS, in 1975 the Brown County Solid Waste Department and the Brown County Solid Waste Board were created to provide solid waste management services and facilities designed to demonstrate the availability of, and access to sufficient economically and environmentally sound Solid Waste disposal capacity for Solid Waste generated within the Brown County Solid Waste Management System for municipalities of Brown County; and,

WHEREAS, Brown County in 2002 signed a 25-year Brown, Outagamie and Winnebago County Solid Waste Partnership Agreement ("BOW Agreement") to share landfill disposal services and to construct engineered sanitary landfills that meet both the federal design standards of the Resource Conservation and Recovery Act ("RCRA"), Subtitle D and Wisconsin Department of Natural Resources standards; and,

WHEREAS, Brown County has established a multi-tiered Tipping Fee system that provides a Preferred Rate to Customer to provide economic incentives to commit to utilizing the Brown County Solid Waste Management System; and,

WHEREAS, Persons receiving Solid Waste Management Services not performed pursuant to this Agreement will be subject to the Gate Rate (not the Preferred Rate); and,

WHEREAS, Brown County has the legal responsibility to act as policy making body for the Solid Waste Department and "shall keep abreast of the latest techniques, procedures and methods that may be developed in solid waste management" {§12.01(4) Brown County Code} and therefore Customer can propose an emerging solid waste management technology concept for consideration at any meeting of the Brown County Solid Waste Department or the Brown County Solid Waste Board; and,

WHEREAS, Brown County and Customer agree that the mutual obligation and purpose of this Agreement is to establish a low-cost Preferred Rate, with appropriate adjustments, at Brown County's Landfill, transfer station or designee for all Solid Waste generated by Customer and to guarantee the delivery of all Customer's Solid Waste to Brown County for disposal to justify such Preferred Rate; and,

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged by each party, the Board and the Customer agree as follows:

- 1. DEFINITIONS** — For purposes of this Agreement, the following terms shall be defined as follows:
 - A. "Additional Services" means the following services, the payment for which is not included in Tipping Fees: Household Hazardous Waste, Recycling Program, Recycling Education, Sharps Disposal Services, Electronic Recycling, Tire Recycling, Appliance and Scrap Metal Recycling.

- B. "Board" refers to the Solid Waste Board which was established by the Brown County Board under Sec. 59.07(135) (now Sec. 59.70(2), Stats.) with powers defined hereunder and in Chapter 12 of the Brown County code.
- C. "Designated Drop Off Location" means the Landfill, Transfer Station or other final disposal destination designated by Brown County as the location for Waste to be delivered pursuant to this Agreement.
- D. "Director" means the Director of the Brown County Port and Solid Waste Department or their designee.
- E. "Force Majeure" means an act of God; strikes or other industrial disturbances; acts of public enemy; acts of terrorism; blockades; wars; insurrections or riots; epidemic; landslides; earthquakes; fires; storms; floods or washouts; arrests; governmental restraints; court orders, either Federal or State, civil or military; civil disturbances; explosions; inability to obtain necessary materials, including fuel, tires, supplies, labor or permits due to existing or future rules, regulations, orders laws or proclamations, either Federal or State, civil or military; changes in Federal or State laws, rules, regulations, permits, licenses or budgets.
- F. "Gate Rate" means a Tipping Fee higher than the Preferred Rate, as provided in Addendum #1.
- G. "Hazardous Waste" means waste defined as hazardous waste by Chapter 291 of the Wisconsin Statutes and the Chapter NR 600 Series of the Wisconsin Administrative Code, as may be amended from time to time.
- H. "Host Community" means the town of Holland (Stock Landfill site) in Brown County or Outagamie or Winnebago designated disposal locations where the Board has received WDNR landfill siting approvals to build and operate a landfill or other solid waste treatment facilities.
- I. "Host Community Agreement" means an agreement between the Board and the Host Community which describes and defines the obligations and responsibilities of the parties.
- J. "Landfill" means the designated BOW landfill facility in use during the period of this Agreement.
- K. "Plan of Operation" means that certain Plan of Operation approved by the State of Wisconsin for the Landfill.
- L. "Preferred Rate" means the lowest rate among the multi-tiered Tipping Fee offered, as provided in Addendum #1.
- M. "Solid Waste" means waste defined as solid waste by Chapter 289 of the Wisconsin Statutes and the Chapter NR 500 series of the Wisconsin Administrative Code, as may be amended from time to time.
- N. "Solid Waste Reduction Measures" means recycling or other measures taken by Customer to reduce the amount of Solid Waste generated by the municipality.
- O. "Tipping Fee" means the disposal rate on a per ton basis established by the Board for the disposal, salvage or beneficial use of delivered Solid Waste and includes both the Preferred Rate and the Gate Rate. The Board may establish different Tipping Fees for the disposal, salvage or beneficial use of other types of materials, including but not limited to, petroleum contaminated soil, asbestos, special wastes, foundry sands, construction and demolition debris, appliances, tires and batteries.
- P. "Transfer Station" means a building located at 3734 West Mason Street established to transfer Solid Waste to the receiving Landfill.
- 2. **AGREEMENT** - This Agreement supersedes all previous Solid Waste Management Services agreements between Customer and the Board.

3. **TERM** – The term shall be the one checked by the municipality

- ☐ The initial term of this Agreement will be ten (10) years commencing on the date of signature by Customer. Upon the expiration of the Initial Term, this Agreement will automatically renew for additional consecutive terms of five years each (each a "Renewal Term" and, collectively with the Initial Term, the "Term") until the Landfill is no longer in use or unless either Party hereto gives written notice to the other at least 180 days prior to the end of the Initial Term or the then current Renewal Term, in which case this Agreement shall terminate at the end of the Initial Term or such then current Renewal Term.
- ☐ The initial term of this Agreement will be five (5) years commencing on the date of signature by Customer. Upon the expiration of the Initial Term, this Agreement will automatically renew for additional consecutive terms of five years each (each a "Renewal Term" and, collectively with the Initial Term, the "Term") until the Landfill is no longer in use or unless either Party hereto gives written notice to the other at least 90 days prior to the end of the Initial Term or the then current Renewal Term, in which case this Agreement shall terminate at the end of the Initial Term or such then current Renewal Term.

4. **BROWN COUNTY RESPONSIBILITIES** – The Board agrees to the following:

- A. Subject to the terms of this Agreement, Brown County agrees to accept for disposal all of the Customer's collected and/or contracted collections of residential, industrial and commercial Solid Waste, provided such waste is of a kind or nature that may be legally accepted at the Designated Drop Off Location. It is understood by the Parties that Brown County will accept only Solid Waste approved for disposal pursuant to Wisconsin Department of Natural Resources policies, the Landfill's license and approved Plan of Operation, and Wisconsin Administrative Code.
- B. The Transfer Station will accept Solid Waste for transport to the Landfill or a temporary alternative disposal drop-off location, if an emergency condition warrants.
- C. Brown County will make available to Customer certain Additional Services which Brown County deems necessary to augment Solid Waste disposal. All or part of the cost of any Additional Services may be subsidized by Landfill Tipping Fees at Brown County's sole discretion.
- D. Brown County shall provide a certified scale to facilitate proper billing on a per ton basis.
- E. Brown County agrees to meet with Customers in June of each year, and at other times as needed throughout the year, to discuss operations, budgets and alternative solid waste management opportunities.
- F. Brown County agrees as part of its 2012 Strategic Planning effort to include Customers as stakeholders.
- G. Brown County and Customer shall endeavor to cooperate, for so long as they both agree, to investigate emerging solid waste management technologies that may be economically and environmentally beneficial to each and, in the event Brown County and the Customer mutually agree, plan, budget and fund the development and implementation of such technologies so that the economic costs and benefits resulting from such technologies are shared between Brown County and Customer. Any such arrangement for the investigation, planning, budgeting and funding for the development and implementation of such technologies, as well as sharing the economic costs and benefits of such technologies, shall be pursuant to a separate and supplemental validly signed written agreement between Brown County and the Customer.
- H. In the event that Brown County, without the assistance of Customer, implements any new solid waste management technologies, Brown County may undertake a financial review of the economic benefits and costs and consider, in Brown County's sole discretion, whether such benefits necessitate the renegotiation

of the terms and conditions of the BOW Agreement; provided that, any such renegotiation must be in accordance with the terms of the BOW Agreement.

5. CUSTOMER RESPONSIBILITIES – The Customer agrees to the following:

- A. Unless otherwise authorized in writing by the Director, Customer agrees to deliver all collected and/or contracted collections of acceptable Solid Waste generated by Customer and its constituents or residents for the term of this Agreement to the Designated Drop Off Location. Acceptable Solid Waste types are shown in Exhibit A; unacceptable Solid Waste types are shown in Exhibit B. Construction debris and excavation material generated by a municipal agreement with a private vendor that may be used as clean fill elsewhere is exempt from this Agreement. Brown County recognizes that Solid Waste Reduction Measures may result in reductions in total annual tonnage received from Customer.
- B. Customer will pay the Preferred Rate on a per ton basis for all Solid Waste delivered to and accepted by Brown County pursuant to this Agreement.
- C. Customer shall be responsible for disposal of, and all associated costs for handling, unacceptable waste delivered to and rejected by the Designated Drop Off Location. If unacceptable waste is delivered to the Designated Drop Off Location, the Director or designee shall notify the Customer to have the waste removed, transported and disposed in accordance with all applicable laws. If the Customer is unable to remove the waste within six (6) hours, or the close of the same business day, whichever comes first, Brown County may, but is not obligated to, manage the waste at its discretion and at the Customer's sole expense. Customer is responsible for any and all costs associated with limiting the Designated Drop Off Location operation and/or for any other Designated Drop Off Location users' additional costs associated with the user's inability to use the Designated Drop Off Location due to unacceptable waste delivered to the Designated Drop Off Location by the Customer. Customer shall indemnify and hold harmless Brown County for any costs incurred as a result of Customer's failure to comply with this paragraph Five.
- D. The Customer shall require all vehicles transporting Solid Waste delivered pursuant to this Agreement to transport such wastes in enclosed trucks, trailers, or vehicles, or shall cover the Solid Waste with a secure tarpaulin. Customer shall not permit or fail to adequately prevent any Solid Waste material from falling out or off of, or blowing out or off of, any vehicle transporting Solid Waste for the Customer.

6. TIPPING FEE – The initial Preferred Rate and the Gate Rate of the Tipping Fees for this Agreement shall be identified in Addendum #1. The Tipping Fees (both Preferred Rate and Gate Rate) may be adjusted January 1 of each year in Brown County's discretion. The Gate Rate Tipping Fee may be adjusted at the sole discretion of Brown County. The Preferred Rate Tipping Fees may annually increase by not more than the annual change from June to June of the Consumer Price Index, for all Urban Wage Earners and Clerical Workers (CPI-W). In addition to the CPI-W adjustment, the Tipping Fee may also be increased as a direct result of (i) a Federal or State mandated capital project; (ii) an increase in State imposed tipping fee surcharges; (iii) an act or event beyond the reasonable control of Brown County; (iv) an increase in fees associated with the Host Community Fees. In the event there is an unanticipated major capital construction project or significant increase or decrease in total system tonnage, Brown County has the ability to approach the Customer for a Tipping Fee adjustment.

7. TRANSFER STATION & LANDFILL OPERATING DAYS AND HOURS –Brown County agrees to receive at the Designated Drop Off Location Customer's Solid Waste during regular operations. Regular hours are Monday – Friday 7:30 am – 4:00 pm, Saturday 7:30 am – 2:00 pm April 1 – November 30, Saturday 7:30 am – 12:00 pm December 1 – March 31. Brown County reserves the right to alter the regular operating hours as deemed necessary by Brown County. Brown County will provide reasonable notification to Customers of any change in regular operating hours.

If a holiday occurs during a week, the Director agrees to provide a reasonable period of operating hours for the Designated Drop Off Location to accommodate the holiday. Nothing in this section shall preclude the Director from closing the Designated Drop Off Location during inclement weather, such as days with high

winds or any day which makes the disposal of wastes under existing state law unacceptable to Brown County. The Parties agree that the Director may extend or limit the aforementioned hours at the Director's sole discretion. Customer may, with at least twenty-four (24) hours notice, request the Director to extend normal operating hours. Customer agrees to pay an hourly rate established by Brown County for extended hours.

8. **PENALTIES** —Customer is obligated to deliver all Solid Waste to Brown County, as provided in Paragraph 4. In the event that Customer diverts Solid Waste for treatment or disposal to a facility owned or operated by a person other than Brown County, a penalty shall be assessed to offset the losses incurred by Brown County. The total penalty shall be calculated based on the amount of tonnage diverted in a year, multiplied by the Preferred Rate. The penalty will be assessed at the end of each Agreement year and shall be promptly paid by Customer. Penalties shall not be assessed for the reduction of Solid Waste delivery due to Solid Waste Reduction Measures.
9. **FORCE MAJEURE** — Should Brown County or Customer be delayed or prevented in whole or in part from performing any obligation or condition hereunder by reason of or as a result of any Force Majeure, Brown County or Customer shall be excused from performing such obligations or conditions while Brown County or Customer is so delayed or prevented and for ten (10) days thereafter. The Director shall arrange for Customer's Solid Waste to be accepted for disposal at another landfill during any Force Majeure event which prevents normal operations at the Designated Drop Off Location. The costs associated with alternative disposal and transportation shall be the responsibility of Customer.
10. **ASSIGNMENT** — Customer shall not assign or transfer any interest or obligation in this Agreement, whether by assignment or notation, without the prior written consent of the Director.
11. **DEFAULT** — Should either party fail to carry out any provision of this Agreement, the other party may pursue the legal and equitable remedies available to it for the breach of this Agreement. The defaulting party must cure the default within ten (10) working days of its actual notice of default or this Agreement may be terminated by the other party upon thirty (30) days written notice of the failure to cure the default.
12. **NOTICE** — A letter addressed and sent by certified United States mail to either party at its business address shown hereinafter shall be sufficient notice whenever required for any purpose in this Agreement.

Brown County Port and Solid Waste Department
2561 South Broadway
Green Bay, WI 54304
13. **DAMAGES** —Customer shall pay Brown County for any damages, fees, expenses, costs, penalties, fines, whatsoever incurred by Brown County as a result of Customer's delivery of materials which fail to meet the standards identified in the Plan of Operation or Exhibit A of this Agreement, as may be amended from time to time as provided for in Paragraph 4 hereof. The Customer shall also pay Brown County the penalties, if any, called for by Paragraph 8 hereof, and such penalties shall be in addition to and not in lieu of other damages.
14. **TERMINATION** —This Agreement is null and void if Brown County determines not to renew the BOW for consecutive 25-year terms, or if the Landfill reaches capacity. Customer may terminate this agreement upon one (1) year written notice if Brown County raises Tipping Fees beyond the allowable CPI-W adjustment for reasons not contemplated in Paragraph 6 of this Agreement.
15. **SEVERABILITY** — If any one (1) or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such illegality or unenforceability shall not affect the legality or enforceability of any other provision of this Agreement. The recitals above are non-enforceable as terms of this Agreement.

16. **APPLICABLE LAW** – The civil and regulatory laws, ordinances and regulations of Brown County and other municipalities in Brown County, which currently apply and are in force and effect or may in the future be adopted, with respect to the subject matter of this Agreement, and matters which are necessarily related, shall continue in force and effect and be enforced in the usual manner in municipal courts and state circuit courts, with regard to enforcement or interpretation of this Agreement. The Customer and Brown County waive any sovereign immunity for purposes of enforcement of this Agreement and agree to sue and be sued in the appropriate municipal or state court with regard to enforcement of this Agreement or with regard to issues arising out of interpretation of this Agreement. This provision shall continue for the term of this Agreement.

Any future Brown County ordinances that affect the Solid Waste Management System may result in an addendum to this Agreement.

This Agreement shall be interpreted and applied pursuant to the laws of the State of Wisconsin, and any legal dispute arising hereunder shall be venued in Brown County Circuit Court.

17. **HOLD HARMLESS** – Brown County agrees to defend, indemnify, save and hold harmless Customer, its officials, officers, employees and agents, from and against any and all liability, damage, loss, claim, demand, and action arising or claimed to arise from implementation and operation of this Agreement when such liability, damage, loss, claim, demand, or action is based upon any illegal solid waste flow control or any allegation of Federal or State Anti-Trust or Commerce clause violations. It is the intent of this clause that Brown County will defend or pay the defense expenses of Customer and reimburse Customer for cost incurred, including damages, fines, fees, judgments, forfeitures, and any other cost imposed by virtue of claims made or litigation commenced against Customer when such claim or litigation is based upon the above. Nothing in this Paragraph 18 is intended to waive or affect any other right, title, interest, defense or claim to other legal or equitable relief of the Parties, all such rights, claims and defenses being expressly reserved, including the right to seek contribution under the federal Comprehensive Environmental Response, Compensation, and Liability Act and counterpart state law.

IN WITNESS WHEREOF, the undersigned have set their hands and seals the day and year first above written.

Brown County Executive

Troy Streckenbach

Municipality of _____

(Name)

(Title)

Addendum #1

This Addendum #1 is incorporated into and made a part of the Agreement by this reference.

For Solid Waste delivered to the Brown County Transfer Station, the Preferred Rate tipping fee for 2013 is \$40.00/ton; the Gate Rate is \$43.00/ton. For Solid Waste delivered directly to the Outagamie County Landfill, the Preferred Rate tipping fee for 2013 is \$33.00/ton. Solid Waste Management Services not performed pursuant to this Agreement will be subject to the Gate Rate. Future Tipping Fees will be established by the Board under the terms of the Agreement.

Exhibit A

Acceptable Solid Waste - Transfer Station and/or Landfill

1. Residential waste, refuse and garbage. (Transfer Station and/or Landfill)
2. Large items, except those identified in Exhibit B (Transfer Station and/or Landfill)
3. Commercial Waste (Transfer Station and/or Landfill)
4. Industrial Waste, except those listed in Exhibit B (Transfer Station and/or Landfill)
5. Construction and Demolition Waste (Transfer Station and/or Landfill)
6. Special Waste as approved by Brown County (Landfill)

Exhibit B

Unacceptable Solid Waste

1. Liquid waste
2. All industrial process waste unless approved in advance, by the Director in writing
3. Hazardous waste (toxic, corrosive, reactive, or flammable)
4. Automobile hulks
5. Septic tank waste
6. Yard waste
7. Asbestos, unless approved in advance, by the Director in writing
8. Incinerator residue, unless approved in advance, by the Director in writing
9. Contaminated soil, unless approved in advance, by the Director in writing
10. Gasoline, Diesel or other fuel tanks unless approved in advance, by the Director in writing
11. Radioactive, biological or infectious waste

Exhibit C

Solid waste accepted at Transfer Station or Landfill for recycling

1. Household appliances
2. Vehicle batteries
3. Vehicle tires
4. Scrap metal

Addendum #2

This Addendum #2 is incorporated into and made a part of the Agreement by this reference.

This Addendum #2 shall only become effective, if the WASTE TRANSFER AND HANDLING AGREEMENT is executed by and between Brown County and Oneida Energy, Inc. ("OEI") and the OEI waste gasification project becomes operational. This Addendum #2 shall only remain in effect so long as the OEI waste gasification project remains operational. All capitalized terms used herein but not defined in this Addendum #2 shall be defined as provided in the Agreement.

1. Definitions

- A. Infectious Waste means waste defined as infectious and medical waste as defined by sections 287.07(7)(c)l. c., and 299.51(1)(b) of the Wisconsin Statutes. Tissues, diapers, sanitary napkins, kitty litter and similar items commonly disposed of in ordinary household waste shall not be deemed to be Infectious Waste if included in small amounts customarily found in waste from residential sources so long as the disposal and processing of such material by OEI at the Facility is permitted by, and shall not cause or result in OEI being in violation of, applicable laws, statutes, rules, regulations, permits and orders of any and all governmental entities having jurisdiction over OEI and/or the Facility.
- B. Non-Processable Waste means waste that cannot be processed or used for fuel at the OEI Facility, including but not limited to concrete, stone and other noncombustible inorganic materials.
- C. OEI Facility means the waste gasification facility proposed for development 1230 Hurlbut St., Green Bay, Wisconsin.
- D. Unacceptable Load means an entire truck load of Non-Processable Waste.

- 2. To the extent Customer is allowed by the Waste Transfer and Handling Agreement executed between Brown County and OEI to direct Solid Waste to the OEI Facility, then Customer shall not deliver to the OEI Facility any Hazardous Waste, Infectious Waste or an Unacceptable Load.
- 3. Should Customer deliver to the OEI Facility Hazardous Waste, Infectious Waste or an Unacceptable Load, the cost of managing such delivery shall be allocated as follows:
 - A. If an Unacceptable Load is delivered to the Facility by Customer, and is rejected by OEI before Customer leaves the OEI Facility, the Unacceptable Load shall be reloaded onto Customer's vehicle for delivery to the Designated Drop Off Location at Customer's sole expense.
 - B. If an Unacceptable Load is delivered to the Facility by Customer, unloaded onto the tipping floor, and is rejected by OEI after the Customer leaves the OEI Facility, OEI shall be solely responsible for the cost to transport the Non-Processable Waste to the Designated Drop Off Location. The tipping floor is generally referred to as the location at disposal facility where waste is unloaded from the truck.
 - C. If an Unacceptable Load or other Non-Processable Waste delivered to the OEI Facility by Customer is determined to be Hazardous Waste or Infectious Waste, Customer shall be solely responsible for the cost to transport the Hazardous Waste or Infectious Waste to the Designated Drop Off Location.

4. Brown County agrees to use commercially reasonable efforts to secure indemnification protection from OEI for the disposal of Customer's wastes and shall, to the extent commercially reasonable, attempt to obtain OEI's agreement that such indemnification benefits flow to and benefit Customer.
5. If a mutually acceptable agreement is executed between Brown County and the OEI, beginning six months after the OEI Facility becomes fully operational, and every six (6) months thereafter, Brown County will conduct a financial review of savings realized by such an agreement. After each six (6) month financial review, Brown County agrees to rebate to Customers, on a per ton basis, any savings realized from supplying Solid Waste to the OEI Facility, less operating and management costs incurred by Brown County. Operation and management costs may include, but are not limited to, costs incurred by Brown County for Customers failure to perform pursuant to paragraph three (3) of this Addendum #2; any increased transfer station operation and hauling costs associated with delivering Solid Waste to OEI; and any failure by Brown County to deliver its 95% Solid Waste commitment to a landfill, as required by the BOW Agreement

The financial review shall include an evaluation of the difference between the Preferred Rate charged to the Customer and the rate paid to OEI by Brown County for supplying Solid Waste to the OEI Facility, Brown County's operation and management costs and the net savings realized by Brown County. The resulting net savings shall be distributed to Customers in proportion to each Customer's per ton contribution of Solid Waste as a percentage of the total tonnage delivered to the OEI Facility and Transfer Station.

IN WITNESS WHEREOF, the undersigned have set their hands and seals the day and year first above written.

Brown County Executive

Troy Strechenbach

Municipality of _____

(Customer Official)

(Title)

To: Honorable Mayor and Members of Public Works Committee
From: Joe Zegers, Finance Director
Date: December 7, 2012
Subject: 2012-2013 Sewer Rate Study

I have attached the Wastewater Rate Study prepared by Schenck for your consideration for the December 10, 2012 Public Works Committee meeting. Mike Konecny will attend the meeting and go through the details of the report for you. The report includes the recent Green Bay Metropolitan Sewerage District(GBMSD) rate increases which increases the total city treatment costs by approximately 12%.

The attached projected operating statements reflect the need for a City sewer rate increase targeting the 1st quarter billing mailed to general customers in the billing received in late March 2013. The statements reflect the rate increase for billings to the paper mill customers beginning with their January 2013 invoice since they are billed monthly. The analysis indicates that we would still have a \$203,503 deficit for 2012 but would rebound to a \$39,118 increase in at December 31, 2013. The 2013 estimated figures account for the GBMSD treatment rate increase of 12% which we will pass on to our general and paper mill customers beginning January 1st, 2013.

The model with the increased 2013 City rate increase shows the need to increase our general customer rate for an **average** quarterly residential bill by \$6.71 from \$88.81 to \$95.52 for the 1st quarter of 2013 which is shown on page 5 of the report. This is a 7.55% increase from the prior 4th quarter rate increase of 4.5%. The report also shows on page 6 & 7 the increases for the three operating paper mills. The new rates directly pass on the GBMSD treatment and daily monitoring rates to the paper mills and also include a treatment administrative fee of \$12,000 per year as well as revising the collection fee for the Sonoco and Thilmany mills that do not have their own dedicated pipe that goes directly to the treatment plant as in the case of Fox River Fiber. Their rate increases vary due to this and their particular usage factors and adjusts the 4th quarter 2012 rate increase of 4.5%.

The study assumes the revised sewer rates would be effective for the late November to late February billing cycle sent to general customers in late March and to the paper mills as of January 1st 2013. You may also be aware that the GBMSD is undergoing a study to review their current rate methodology for their municipal and paper mill customers with changes, if any, to start as of January 1, 2014.

Feel free to contact me should you have any questions on this and I will also be at the Board of Public Works meeting on December 10th.

GREEN BAY METROPOLITAN SEWERAGE DISTRICT
2013 Budget - Fourth Workshop 10-24-2012
MUNICIPAL RATE COMPARISON

<u>PARAMETER</u>	<u>2012 RATE</u>	<u>2013 RATE</u>
VOLUME (1,000 GALS)	\$0.84274	\$0.85738
BIOCHEMICAL OXYGEN DEMAND (LBS)	\$0.26511	\$0.31486
SUSPENDED SOLIDS (LBS)	\$0.29365	\$0.33942
PHOSPHORUS (LBS)	\$0.48596	\$0.61715
TOTAL KJELDAHL NITROGEN (LBS)	\$0.76674	\$0.78893
TOTAL COMBINED RATE (1,000 GALS)	\$2.14312	\$2.33948

PROCTER & GAMBLE RATE COMPARISON

<u>PARAMETER</u>	<u>2012 RATE</u>	<u>2013 RATE</u>
VOLUME (1,000 GALS)	\$0.47128	\$0.50943
BIOCHEMICAL OXYGEN DEMAND (LBS)	\$0.18786	\$0.20721
SUSPENDED SOLIDS (LBS)	\$0.20413	\$0.19774
PHOSPHORUS (LBS)	\$0.36372	\$0.44686
TOTAL KJELDAHL NITROGEN (LBS)	\$0.55581	\$0.57353

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**CITY OF DEPERE
WASTEWATER UTILITY
PROPOSED RATES
DECEMBER 2012**

City of DePere Wastewater Utility

Proposed Rates

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City of DePere Wastewater Utility
Projected Operating Statements

PROJECTED OPERATING STATEMENTS

	Actual 2010	Actual 2011	Projected 2012	with increase Estimated 2013
Revenues				
User charges - general customers	\$ 2,294,811	\$ 2,740,358	\$ 3,007,885	\$ 3,492,000
User charges- paper mills				
GBMSD treatment charges - pass through	3,313,586	3,202,173	3,686,000	4,224,000
Fixed administrative charges	-	-	-	36,000
Collection charges - variable	142,166	148,153	96,393	119,411
Contractor waste loads	-	620	-	-
Forfeited discounts	24,173	32,483	42,000	42,000
Total Revenues	5,774,736	6,123,787	6,832,278	7,913,411
Expenses and Other Uses				
Treatment charges				
General customers	1,574,293	1,916,127	1,865,500	1,958,600
Paper mills - pass through	3,313,586	3,202,173	3,686,000	4,224,000
Operation and maintenance	962,654	930,991	951,421	972,464
Sewer share of meter reading expenses	57,774	65,592	67,560	69,587
Capital replacement outlay	-	419,430	465,300	480,000
GBMSD annual debt service requirements	-	-	-	169,642
Total Expenses and Other Uses	5,908,307	6,534,313	7,035,781	7,874,293
Excess Revenues (Expenses)	\$ (133,571)	\$ (410,526)	\$ (203,503)	\$ 39,118

Assumptions:
The City will have an estimated \$480,000 in capital replacement costs for the next few years

City of DePere Wastewater Utility
Calculation of Revenue Requirement and Proposed Rates - Treatment

GENERAL CUSTOMERS

	Actual 2010	Actual 2011	Projected 2012	Estimated 2013
Actual Expenses				
Wastewater treatment charges				
General customers	\$ 1,574,293	\$ 1,916,127	\$ 1,865,500	\$ 1,958,600

Metered Water Flow

	Actual 2011	Projected 2012	2013 Estimated
Water Gallons Sold	496,564,160	504,000,000	504,000,000

Proposed Treatment Rate - General Customers

	Proposed Rate per thousand	Metered Water Flow	Recovery of Costs
Variable Costs	\$ 3.88	504,000,000	\$ 1,955,520

PAPER MILLS

	Actual 2010	Actual 2011	Projected 2012	Estimated 2013
Actual Expenses				
Wastewater treatment charges				
Paper Mills	\$ 3,313,586	\$ 3,202,173	\$ 3,686,000	\$ 4,224,000

Treatment Rates - Paper Mills

Variable treatment charges will be a direct pass-through from GBMSD

Treatment Fixed Administrative Fee

	Allocation of Costs
Allocation of 10% of 2013 budgeted administrative costs - total \$392,000	
Charged equally to each paper mill- rate of \$1,000 per month	\$ 36,000

City of DePere Wastewater Utility
Projected Expenses and Calculation of Revenue Requirement - Collection System

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PROJECTED EXPENSES AND OTHER USES

	Actual 2010	Actual 2011	Projected 2012	Projected 2013	Allocation of Expenses	
					Fixed	Variable
Operation and maintenance	\$ 962,654	\$ 930,991	\$ 951,421	\$ 972,464	\$ 405,500	\$ 566,964
Sewer share of meter reading expenses	57,774	65,592	67,560	69,587	69,587	-
Capital replacement outlay	-	419,430	465,300	480,000	480,000	-
GBM&SD annual debt service requirements	-	-	-	169,642	169,642	-
Less: Fixed charges allocated to treatment	-	-	-	(36,000)	(36,000)	-
Total Expenses and Other Uses	<u>\$ 1,020,428</u>	<u>\$ 1,416,013</u>	<u>\$ 1,484,281</u>	<u>\$ 1,655,693</u>	<u>\$ 1,088,729</u>	<u>\$ 566,964</u>

REVENUE REQUIREMENT- COLLECTION SYSTEM

Expenditures and Other Uses	
Recovered through fixed charges to general customers	\$ 1,088,729
Recovered through volume charges to all customers	<u>566,964</u>
Total Revenue Requirement - Collection System	<u>\$ 1,655,693</u>

City of DePere Wastewater Utility
Proposed Rates - Fixed and Volume Charges - Collection System

FIXED CHARGES - GENERAL CUSTOMERS

	2013 Estimated
Costs to be recovered:	
Operation and maintenance - fixed portion	\$ 405,500
Sewer share of meter reading expenses	69,587
Capital replacement outlay	480,000
GBMSD annual debt service requirements	169,642
Less: Fixed charges allocated to treatment	(36,000)
Total	\$ 1,088,729

Meter Size	Number of Customers	User Charge Factor	Per Quarter	Per Year	Annual Revenue
3/4"	8,222	1.00	\$ 24.00	\$ 96.00	\$ 789,312
1"	132	2.50	60.00	240.00	31,680
1 1/2"	112	5.00	120.00	480.00	53,760
2"	82	8.00	192.00	768.00	62,976
3"	45	15.00	360.00	1,440.00	64,800
4"	20	45.00	1,080.00	4,320.00	86,400
Total	8,613				\$ 1,088,928

FIXED CHARGE - PAPER MILLS

Charges are a direct pass through from GBMSD- estimated at \$3,000 per month

VOLUME CHARGE- ALL CUSTOMERS

Costs to be Recovered

Operation and maintenance - variable portion
Less: Allocated to customers where calculated charges exceed 15% of revenue requirement
Net to be Recovered through Volume Charges

2013 Estimated
\$ 566,964
(85,045)
\$ 481,919

Gallons sold and wastewater flows

General customers- water gallons sold
Paper Mills with < 15% (wastewater)
Total

2013 Estimated
504,000,000
38,700,000
542,700,000

Proposed Rates

Proposed Rate	Billable Flows	Recovery of Costs
\$ 0.888	542,700,000	\$ 481,918

Variable Costs

City of DePere Wastewater Utility
Proposed Rate Increase - General Customers Summary

Proposed Rates - 2013	
-----------------------	--

Volume charge- treatment	
Treatment	\$3.88/ thousand gallons

Volume charge- collection -quarterly	
Collection	\$0.888/ thousand gallons

Current Rates as of 10/1/2012	
-------------------------------	--

Volume charge- treatment	
Treatment	\$3.72/ thousand gallons

Volume charge- collection -quarterly	
First 54,000 gallons	\$0.717/ thousand gallons
Next 486,000 gallons	\$0.683/ thousand gallons
Over 540,000 gallons	\$0.418/ thousand gallons

Collection Fixed charge - quarterly	
3/4"	22.25
1"	56.50
1 1/2"	112.30
2"	180.05
3"	337.35
4"	1,010.95

Collection Fixed charge- quarterly	
3/4"	24.00
1"	60.00
1 1/2"	120.00
2"	192.00
3"	360.00
4"	1,080.00

WASTEWATER RATES

AVERAGE RESIDENTIAL BILL

In thousand gallons	
Per Year	Per Quarter

Average water use 60.00 15.00

Current Rates as of 10/1/2012	
Per Year	Per Quarter

Wastewater \$ 355.22 \$ 88.81

Proposed Rates - 2013	
Per Year	Per Quarter

\$ 382.08 \$ 95.52 6.71

City of DePere Wastewater Utility
Proposed Rate Increase - Paper Mill Summary

COLLECTION RATES

Current Rates as of 10/1/2012		Proposed Rates - 2013	
Volume charge- collection- monthly		Volume charge- collection- monthly	
First 18,000 Gallons	\$0.717/ thousand gallons	Collection	\$0.888/ thousand gallons
Next 162,000 Gallons	\$0.683/ thousand gallons	Up to a maximum of 15% of Collection System Expenses allocated to the Flow Rate - for 2013: \$85,045	
Over 180,000 Gallons	\$0.418/ thousand gallons		
Up to a maximum of 10% of Collection System Expenses allocated to the Flow Rate - for 2012: \$61,984			
GBMSD Daily Monitoring Fixed Charge- monthly		GBMSD Daily Monitoring Fixed Charge- monthly	
Direct pass-through from GBMSD	\$3,000 per month estimate	Direct pass-through from GBMSD	\$3,000 per month estimate
City of DePere - Fixed Treatment Administrative Fee		City of DePere - Fixed Treatment Administrative Fee	
none		\$1,000 per month	

TREATMENT RATES

GBMSD unit charges - as of 10/1/2012		GBMSD unit charges - direct pass through	
Flow	\$.88066/ thousand gallons	Flow	\$.85738/ thousand gallons
BOD	\$0.27704/ pound	BOD	\$0.31486/ pound
TSS	\$0.30686/ pound	TSS	\$0.33942/ pound
Phosphorus	\$0.50783/ pound	Phosphorus	\$0.61715/ pound
TKN	\$0.80124/ pound	TKN	\$0.78893/ pound

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SONOCO US MILLS

	Per Year		Per Month	
	Per Year		Per Month	
Average units				
Flow (in thousand gallons)	38,700		3,225	
BOD (in pounds)	1,580,000		130,000	
TSS (in pounds)	456,000		38,000	
Phosphorus (in pounds)	444		37	
TKN (in pounds)	6,600		550	
	Current Rates as of 10/1/2012		Per Month	
	Per Year		Per Month	
Treatment	611,707.32	\$	50,975.61	
Treatment fixed administrative fee	-		-	
Collection	16,756.34		1,396.36	
GBMSD daily monitoring charge	36,000.00		3,000.00	
Total	664,463.66	\$	55,371.97	

	Proposed Rates - 2013		Per Month		Monthly Increase
	Per Year		Per Month		
Treatment	696,618.68	\$	58,051.56	\$	7,075.95
Treatment fixed administrative fee	12,000.00	\$	1,000.00		1,000.00
Collection	34,365.80	\$	2,863.80		1,467.44
GBMSD daily monitoring charge	36,000.00		3,000.00		-
Total	778,984.28	\$	64,915.36	\$	9,543.38

THILMANY NICOLET

	Per Year		Per Month	
	Per Year		Per Month	
Average units				
Flow (in thousand gallons)	384,000		32,000	
BOD (in pounds)	2,298,000		191,500	
TSS (in pounds)	228,000		19,000	
Phosphorus (in pounds)	540		45	
TKN (in pounds)	31,200		2,600	
	Current Rates as of 10/1/2012		Per Month	
	Per Year		Per Month	
Treatment	1,070,048.43	\$	89,170.70	
Treatment fixed administrative fee	-		-	
Collection	61,984.00		5,165.33	
GBMSD daily monitoring charge	36,000.00		3,000.00	
Total	1,168,032.43	\$	97,336.04	

	Proposed Rates - 2013		Per Month		Monthly Increase
	Per Year		Per Month		
Treatment	1,167,117.84	\$	97,259.82	\$	8,089.12
Treatment fixed administrative fee	12,000.00	\$	1,000.00		1,000.00
Collection	85,045.00	\$	7,087.08		1,921.75
GBMSD daily monitoring charge	36,000.00		3,000.00		-
Total	1,300,162.84	\$	108,346.90	\$	11,010.87

FOX RIVER FIBRE

	Per Year		Per Month	
	Per Year		Per Month	
Average units				
Flow (in thousand gallons)	297,000		24,750	
BOD (in pounds)	6,016,800		501,400	
TSS (in pounds)	406,800		33,900	
Phosphorus (in pounds)	2,724		227	
TKN (in pounds)	34,800		2,900	
	Current Rates as of 10/1/2012		Per Month	
	Per Year		Per Month	
Treatment	2,082,547.54	\$	173,545.63	
Treatment fixed administrative fee	-		-	
Collection	-		-	
GBMSD daily monitoring charge	-		-	
Total	2,082,547.54	\$	173,545.63	

	Proposed Rates - 2013		Per Month		Monthly Increase
	Per Year		Per Month		
Treatment	2,328,303.44	\$	194,025.29	\$	20,479.66
Treatment fixed administrative fee	12,000.00	\$	1,000.00		1,000.00
Collection	-		-		-
GBMSD daily monitoring charge	-		-		-
Total	2,340,303.44	\$	195,025.29	\$	21,479.66

City of De Pere

Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Scott J. Thoresen, Director of Public Works SJT
Date: December 5, 2012
Subject: Enterprise Reservoir Inspection

The City is required by Wisconsin Statutes NR 811.08(5) to inspect their water storage facilities every five (5) years. The Enterprise Reservoir was constructed in 2006 and went on line in 2007 therefore is required to have an inspection done.

Staff solicited four (4) companies for proposals and has received the following quotes for performing the above inspections:

Dixon Engineering, Inc. = \$ 2,850

Staff has recommends approving the quote from Dixon Engineering, Inc. in the amount of \$ 2,850. The 2012 water utility budget has \$5,000 allocated for the inspection.



City of De Pere

925 South Sixth Street
DePere, WI 54115-1199
Phone: 920-339-8095
Fax: 920-339-4071
Cell: 920-639-1003

Scott J. Thoresen
Director of Public Works
sthoresen@mail.de-pere.org
www.de-pere.org

October 26, 2012

Mr. Chris Kreiner
Dixon Engineering, Inc.
1104 Third Avenue
Lake Odessa, MI 48849

RE: Request for Proposals
2012 Enterprise Reservoir Inspection

Dear Mr. Kreiner:

The City of De Pere is requesting a proposal from your firm to complete inspection of the Enterprise Drive reservoir. The reservoir is a 1,250,000 – gallon concrete standpipe that was constructed in 2006 and went on line in 2007. The reservoir has not been inspected since it went on line in 2007. The City is required by Wisconsin Statutes NR 811.08(5) to inspect our water storage facilities every five (5) years.

Scope of Work:

1. Review existing drawings and as-built of reservoir and any other pertinent information pertaining to the reservoir.
2. Conduct inspections of the reservoir to meet all Wisconsin Department of Natural Resources (WDNR) requirements.
3. Prepare a final report showing the results of the reservoir inspection. The report shall include a summary of the inspection and a list of any deficiencies in the reservoir. The written report will include photos for the reservoir inspection. The final report will contain recommendations for future work based on the results of this inspection.
4. Prepare reports for WDNR as required.
5. The proposal should reflect the necessary effort to perform the above-mentioned work and any additional efforts the firm feels are necessary to complete the project.

Schedule:

The City's intent is to complete the reservoir inspection activities by January 31, 2013.

Insurance Requirements:

The firm shall be required to provide the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage to a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, nonowned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$600,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total engineers and/or surveyor's fee on the project, whichever is greater.

All proposals should include the following information:

1. Project Requirements: Level of firm's understanding of the project, preparation and interest expressed in their proposal.
2. Previous Experience: Past Work on projects of similar or greater magnitude.
3. Cost: Firm shall submit a total lump sum cost to complete all work mentioned above.

Proposals are to be delivered or mailed to:

Scott J. Thoresen P.E.,
Director of Public Works
City of De Pere
925 South Sixth Street
De Pere, WI 54115

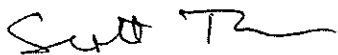
All proposals shall be received prior to 3 p.m. on November 29, 2012. Three (3) copies of the proposal should be submitted for review.

The City of De Pere reserves the right to reject any or all proposals, to waive any informality in bidding and to accept any proposal which the Common Council deems most favorable to the interest of the City of De Pere.

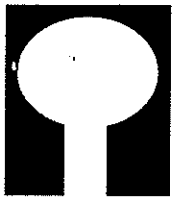
If you have any questions, please call me at (920) 339-8095.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

A handwritten signature in black ink, appearing to read "Scott Thoresen". The signature is fluid and cursive, with a long horizontal stroke at the end.

Scott Thoresen, P.E.
Director of Public Works



DIXON ENGINEERING, INC.

9415 West Forest Home Avenue
Suite 208
Hales Corners, WI 53130
Telephone (414) 529-1859
Fax (414) 529-3120

9620 Route 34
Suite B
Yorkville, IL 60560
Telephone (630) 553-7750
Fax (630) 553-7220

Proposal/Contract Agreement for Elevated Water Storage Tank/Reservoir *1,250,000 gallon Concrete Standpipe, 49-05-11-08*

The agreement is between Dixon Engineering, Inc. (DIXON) and the City of De Pere, Wisconsin (OWNER) to contract with DIXON for technical services for the Preliminary Maintenance Inspection ROV (Project). This agreement inclusive together with any expressly incorporated appendix or Schedule, constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. This agreement includes pages 1 through 4 and Schedules A, B, and C.

1.01 BASIC AGREEMENT

DIXON shall provide, or cause to be provided, services detailed in Scope of Services and OWNER agrees to pay DIXON as compensation for their services the not to exceed fee of Two Thousand, Eight Hundred, Fifty dollars (\$2,850). Terms of charges and payments per details in Schedule B. (Prices quoted are subject to change 90 days after proposal date, if not contracted.)

2.01 SCOPE OF SERVICES

Preliminary Maintenance Inspection (ROV) per Schedule A

3.01 SIGNATURES

<u>Jim Orr (mm)</u>	<u>October 31, 2012</u>
PROPOSED by DIXON (Not a contract until approved by an officer)	PROPOSAL DATE

CONTRACT APPROVED by OWNER	POSITION	DATE
----------------------------	----------	------

CO SIGNATURE (if required)	POSITION	DATE
----------------------------	----------	------

CONTRACT APPROVED by DIXON OFFICER	EFFECTIVE CONTRACT DATE
------------------------------------	-------------------------

4.01 ADDITIONAL SERVICES

- A. If additional services are **Requested and Authorized** by the OWNER which are not within the proposed Scope of Services (Schedule A) or because of changes in the Project, these additional services will be on a time and material basis per fee schedule of attached SCHEDULE C.
- B. **Delay by the Owner** in completing the work, which is their responsibility per Schedule A (Owner) and which extends the amount of time required for DIXON to complete their work, will be charged as an Additional Service.
- C. **Failure by the Owner to notify** DIXON of the necessity to change inspection dates more than twenty-four (24) hours in advance and which results in unnecessary travel and/or expense to DIXON shall cause this travel and expense to be charged as Additional Service.

5.01 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Agreement will not terminate as a result of substantial failure under paragraph 5.01.A.1.a if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.
 - b. By DIXON upon seven days written notice:
 - 1) If Owner fails to pay invoices by 60 days.
 - 2) Upon seven (7) days written notice if the DIXON's services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond DIXON's control.
 - 3) If DIXON believes that Engineer is being requested by Owner to furnish or perform services contrary to engineer's responsibilities as a licensed professional.
 - 4) DIXON shall have no liability to Owner on account of such termination.
 - 2. For Convenience,
 - a. By OWNER effective upon the receipt of notice by DIXON.
- B. The terminating party may set the effective date of termination at a time up to thirty (30) days later to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.01 Controlling Law

- A. This Agreement is to be governed by the law of the state in which the Project is located.

7.01 Successors, Assigns, and Beneficiaries

- A. OWNER and DIXON and their successors are hereby bound to successors and legal representatives of the other to the extent permitted by law in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither OWNER nor DIXON may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement.

8.01 General Considerations

- A. The **Standard of Care** for all professional engineering and related services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. DIXON makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with DIXON's services. DIXON and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.
- B. DIXON shall **Not** at any time **Supervise**, direct, or have control over any of the **Owner's** work, nor shall DIXON have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Owner, for safety precautions and programs incident to owner's performance of Schedule A (Owner's).
- C. All **Design Documents** prepared or furnished by DIXON are instruments of service, and DIXON retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.
- D. DIXON agrees to defend, **Indemnify**, and hold harmless the Owner, its officers, agents, and employees, from and against legal liability for all claims, losses, damages, or expenses to the extent such claims, losses, damages, or expenses are caused by Engineer's negligent or intentional acts, errors, or omissions. Limits of liability for negligence is based on the comparative negligence principle.
- E. The parties acknowledge that DIXON's scope of services does not include any services related to a **Hazardous Environmental Condition** (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). DIXON acknowledges that some hazardous metals may be encountered in coatings.

8.02 Severability

- A. If any clause or paragraph or sentence is found to be in opposition to any law in the state of the Project, that clause or paragraph or sentence may be severed from the Agreement with no effect on remaining clauses.

8.03 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions. Words in the first sentence are in bold to act as secondary headings and should not be interpreted any different than a numbered heading.

SCHEDULE A
Preliminary Maintenance Inspection
1,250,000 gallon Concrete Standpipe, 49-05-11-08
De Pere, Wisconsin

I Scope of Services Performed by Owner:

1. Perform chlorine residuals and bacteriological testing after completion of the inspection
2. Fill the tank to overflow or higher capacity, and isolate it from the system during the ROV inspection, or as a minimum, maintain positive flow, no water withdrawal from tank.

II Scope of Services Performed by DIXON:

1. Perform visual inspection of concrete reservoir.
2. Inspect concrete surfaces for spalling, erosion, or other deterioration.
3. Inspect concrete for cracking, and quantify cracks, if any.
4. Visually inspect concrete for evidence of corrosion or rebar, quantify exposed rebar, and condition, if any. (Note: Corrosion study of covered rebar will not be performed.)
5. Inspect appurtenances for condition, corrosion, adequacy, and safety and health concerns.
6. Inspect exterior coating conditions and estimate remaining service life.
7. Prepare written report (2 copies) describing conditions observed with recommendations for repair. Report shall include budgetary cost estimates for the recommended repairs with digital photos.

SCHEDULE B

*Inspection Preliminary Maintenance Inspection
1,250,000 gallon Standpipe, 49-05-11-08
De Pere, Wisconsin*

1. Fee for Schedule A, Items #1 through #8, travel time, and preparation of the report is a fixed fee items of \$ 2,850.
2. All Professional services invoices which are paid within ten (10) days of the date of issue shall be discounted (Owner's favor) one percent (1%).
3. All DIXON services invoiced which are outstanding more than sixty (60) days from date of issue shall be assessed (DIXON's favor) one and one half percent (1 ½%) per month interest from date thirty days after date of issue.

SCHEDULE C

Engineering Services Fees

<u>Labor Class</u>	<u>Per Hour</u>	<u>*Overtime Rate</u>
Principal.....	\$175.00	
Expert Witness (Office, Travel & Court).....	\$185.00	
Project Manager.....	\$100.00	
Registered Professional Engineer.....	\$100.00	
Certified NACE Inspector.....	\$ 90.00	
Assistant Project Manager.....	\$ 80.00	
Staff Engineer – Level III.....	\$ 72.00 to \$85.00	
Staff Engineer – Level II.....	\$ 67.00 to \$80.00	
Staff Engineer – Level I.....	\$ 62.00 to \$75.00	
CAD Supervisor.....	\$ 65.00 to \$75.00	
CAWI or CWI Welding Inspector.....	\$ 67.00 to \$85.00	
Inspector – Level III.....	\$ 63.00 to \$80.00	
Inspector – Level II.....	\$ 60.00 to \$75.00	
Inspector – Level I.....	\$ 55.00 to \$70.00	
CAD Technician.....	\$ 60.00 to \$70.00	
Secretarial Services.....	\$ 48.00 & expenses	
Bookkeeping Services.....	\$ 44.00	
Project Status Meetings w/Project Engineers and Council or Board Meetings.....	Time and Expenses, Including Preparation Time	

*All Saturday, Sunday, and holiday inspections are overtime rate. Overtime rate is 1 ½ time the hourly rate. Overtime rate does not apply to Principal.

Expenses:

	<u>Metropolitan</u>	<u>Out – state</u>
Mileage.....	\$0.70/mile (including tolls)	\$0.60/mile
Meals & Lodging,	\$125 per diem	\$135 per diem
	<i>(may be increased based on location)</i>	
Without Lodging.....	\$35/day	\$30/day
Air Travel.....	Business fare from Grand Rapids Chicago O'Hare or Milwaukee, plus full size car rental	
Material (gaskets, cathodic protection caps, etc.).....	Negotiated	

FEES EFFECTIVE THROUGH JUNE 30, 2013

Revised 08/12

City of De Pere

Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Scott J. Thoresen, Director of Public Works S.J.T.
Date: December 5, 2012
Subject: Leak Detection Survey

The City currently is experiencing approximately a 20% water loss per the Public Service Commission report in the system. In order to determine where the water loss is, staff has requested proposals from firms that perform leak detection surveys. The intent of the survey is to locate where the leaks are in the system so that they can be fixed and reduce our water loss.

Staff solicited six (6) companies for proposals and has Staff received the following quotes for performing the leak detection survey:

Davies Services	= \$ 16,250
Westrum Leak Detection	= \$ 20,595
AECOM	= \$ 25,740
M.E. Simpson Co. Inc.	= \$ 30,000
Utility Service Associates	= \$ 43,482

After reviewing the proposals and checking references, it is recommended that City hire Westrum Leak Detection to perform the water leak detection survey in the amount of \$ 20,595. The funding for this project was approved under the 2012 water utility budget under capital projects in the amount of \$18,000. There will be sufficient funding in the water utility capital account to cover the amount in excess of \$18,000.

If you should have any questions or concerns regarding this matter, feel free to contact my office.



City of De Pere

925 South Sixth Street
DePere, WI 54115-1199
Phone: 920-339-8095
Fax: 920-339-4071
Cell: 920-639-1003

Scott J. Thoresen
Director of Public Works
sthoresen@mail.de-pere.org
www.de-pere.org

October 25, 2012

Mr. Troy Westrum
Westrum Leak Detection
3226 360th Street
Stratford, IA 50249

RE: Request for Proposals
2012 Leak Detection Survey

Dear Mr. Westrum:

The City of De Pere is requesting a proposal from your firm to complete a leak detection survey for the City's water distribution system. The City's water main system comprises approximately 120 miles of water main ranging in size up to 16 inches. The following approximate footages of water main throughout the City include:

- 4 – inch 12,519 feet
- 6 – inch 156,197 feet
- 8 – inch 209,512 feet
- 10 – inch 100,350 feet
- 12 – inch 147,659 feet
- 16 – inch 6,294 feet

The following is approximate footages of water main material type throughout the City include:

- Asbestos Cement 6,248 feet
- Cast Iron 148,410 feet
- Ductile Iron 143,556 feet
- PVC 332,532 feet
- Unknown 1,785 feet

Scope of Work:

1. Review existing water distribution system maps and pertinent water system reports.
2. Conduct a leak detection and location survey on the entire water distribution system.
3. Prepare an inventory of defective system components such as valves, hydrants, meters, and curb stops, which are noted in the course of field investigation and activities.
4. Prepare a final report showing the results of the leak detection and location survey. The report shall include a summary of the project and a list of leakage located by type, location, and estimated quantity of leakage. The final report will contain recommendations for future work based on the results of this survey.
5. The proposal should reflect the necessary effort to perform the above-mentioned work and any additional efforts the firm feels are necessary to complete the project.

Schedule:

The City's intent is to complete the system leak survey activities by March 31, 2013.

Insurance Requirements:

The firm shall be required to provide the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage to a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, nonowned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$600,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total engineers and/or surveyor's fee on the project, whichever is greater.

All proposals should include the following information:

1. Project Requirements: Level of firm's understanding of the project, preparation and interest expressed in their proposal.
2. Previous Experience: Past Work on projects of similar or greater magnitude.
3. Cost: Firm shall submit a total lump sum cost to complete all work mentioned above.

Proposals are to be delivered or mailed to:

Scott J. Thoresen P.E.,
Director of Public Works
City of De Pere
925 South Sixth Street
De Pere, WI 54115

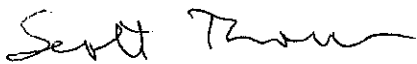
All proposals shall be received prior to 3 p.m. on November 29, 2012. Three (3) copies of the proposal should be submitted for review.

The City of De Pere reserves the right to reject any or all proposals, to waive any informality in bidding and to accept any proposal which the Common Council deems most favorable to the interest of the City of De Pere.

If you have any questions, please call me at (920) 339-8095.

Sincerely,

DEPARTMENT OF PUBLIC WORKS



Scott Thoresen, P.E.
Director of Public Works

12/4/12

LEAK DETECTION PROPOSAL BY:
WESTRUM LEAK DETECTION
3226 360th St.
STRATFORD, IA. 50249
(515) 838-2222

For
City of De Pere
925 South Sixth St.
De Pere, WI 54115-1199

Computerized leak detection survey description.

1. All accessible hydrants and or valves where needed will be monitored with sensitive listening transducers / amplifier equipment to determine if leakage is occurring. **All curb boxes on the PVC portions of the distribution system will also be sounded.**
2. All areas where leakage is confirmed will be further investigated with the computerized correlator to pinpoint the location of the leaks.
3. A report will be submitted containing detailed drawings of all leaks located with the estimated leak sizes and savings resulting from the repair of the leaks. An inventory of all defective system components such as valves, hydrants, meters, & curb stops, which are noted during the course of the survey, shall also be prepared.
4. **Westrum Leak Detection** will provide all equipment and personnel to accomplish the above. If selected & before any work is performed, Westrum Leak Detection will also provide proof of all insurance requirements & in the amounts required as outlined in the request for proposal submitted by the **City of De Pere**.
5. The city-utility shall provide all personnel for traffic control, if needed, to successfully and safely complete the survey. **The city/utility will also be responsible for locating & exposing all curb boxes on the PVC portions of the distribution system to be sounded.**
6. **Westrum Leak Detection** has been in the water leak detection business since 1985 and has performed 100's of surveys of similar size & scope as the one being requested by the City of De Pere.
7. All work as outlined in the request for proposal shall be completed and a final report will be submitted to the **City of De Pere** by no later than **March 31st, 2013** **(WEATHER PERMITTING)**

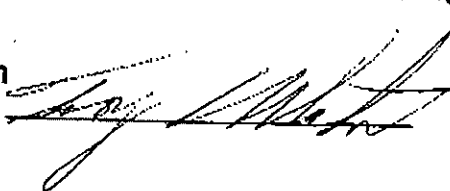
8. REFERENCES:

Wausau, WI.-----Robert Thompson (Util. Dir.) (715) 261-6534
Stevens Point, WI.-----Gary Kuplic (Water Supt.) (715) 345-5260
West Allis, WI.-----Dan Swebke (Water Supt.) (414) 302-8827

**SURVEY COST SHALL BE \$20,595.00 FOR 100% OF THE
DISTRIBUTION SYSTEM INCLUDING ALL CURB BOXES ON THE PVC
PORTIONS OF THE DISTRIBUTION SYSTEM.**

Date sign and return a copy

**Troy Westrum
President**

A handwritten signature in black ink, appearing to read "Troy Westrum", is written over a horizontal line.

City of De Pere

Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Eric Rakers, P.E., City Engineer *EPR*
Date: December 10, 2012
Subject: Consider Compliance Maintenance Annual Report for Wastewater Collection System

The Engineering Department has completed the Compliance Maintenance Annual Report (CMAR) for the wastewater collection system. In the past, this report was required by all wastewater treatment facility owners. The City last submitted this report in 2007 when the City owned the wastewater collection system. In recent years the Wisconsin Department of Natural Resources (WDNR) changed the reporting requirements to include wastewater collection systems owners as well as wastewater treatment facility owners. The City received notification from the WDNR on November 12th that a report is required for the 2011 calendar year. The report scores the City wastewater collection system based on Financial Management and the Collection System.

Included with this memo are the results of the CMAR. The City received a grade A on the Financial Management and F on the Collection System. The City scored a 50 on the Collection System which resulted in the poor grade. The grade was the result of the City not having a Capacity, Management, Operation, and Maintenance (CMOM) plan (30 points) and two sanitary sewer overflows (10 points each).

The sewer segment where the overflows occurred in 2011 has already been replaced and upsized in 2012. The City is already completing many of the maintenance items required in the CMOM. The City collection system experiences high infiltration/inflow in the older parts of the City. It is believed that much of this water is coming from private property. The City will need to draft a plan in the future to address infiltration/inflow from private property in the future. Staff will be drafting a CMOM plan to meet the requirements of the WDNR.

Staff recommends the BOPW approve the Report for submittal to the WDNR.

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: De Pere, City

Last Updated:

Reporting Year: 2011

Financial Management

Questions	Points
1. Person Providing This Financial Information	
Name: Joe Zegers Telephone: (920) 339-4041 E-Mail Address(optional): jzegers@mail.de-pere.org	
2. Are User Charge or other Revenues sufficient to cover O&M Expenses for your wastewater treatment plant AND/OR collection system ?	0
☒ Yes (0 points) ☐ No (40 points) If No, please explain:	
3. When was the User Charge System or other revenue source(s) last reviewed and/or revised? Year: 2011	0
☒ 0-2 years ago (0 points) ☐ 3 or more years ago (20 points) ☐ Not Applicable (Private Facility)	
4. Did you have a special account (e.g., CWWF required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?	0
☒ Yes ☐ No (40 points)	
REPLACEMENT FUNDS(PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 5)	
5. Equipment Replacement Funds	
5.1 When was the Equipment Replacement Fund last reviewed and/or revised? Year: 2010	0
☒ 1-2 years ago (0 points) ☐ 3 or more years ago (20 points) ☐ Not Applicable Explain:	
5.2 What amount is in your Replacement Fund?	
Equipment Replacement Fund Activity	
5.2.1 Ending Balance Reported on Last Year's CMAR:	\$150,000.00
5.2.2 Adjustments if necessary (e.g., earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	+ \$0.00
5.2.3 Adjusted January 1st Beginning Balance	\$150,000.00
5.2.4 Additions to Fund (e.g., portion of User Fee, earned interest, etc.)	+ \$0.00

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: De Pere, City

Last Updated:

Reporting Year: 2011

Financial Management (Continued)

	5.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 5.2.5.1 below*.) \$0.00										
	5.2.6 Ending Balance as of December 31st for CMAR Reporting Year \$150,000.00										
	(All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.) *5.2.5.1. Indicate adjustments, equipment purchases and/or major repairs from 5.2.5 above 										
	5.3 What amount should be in your replacement fund? \$150,000.00 (If you had a CWFP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the HELP option button.)										
	5.3.1 Is the Dec. 31 Ending Balance in your Replacement Fund above (#5.2.6) equal to or greater than the amount that should be in it(#5.3)? ☒ Yes ☐ No Explain: 										
6.	Future Planning										
	6.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating or new construction of your treatment facility or collection system? ☒ Yes (If yes, please provide major project information, if not already listed below) ☐ No										
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;">Project Description</th> <th style="width: 20%;">Estimated Cost</th> <th style="width: 20%;">Approximate Construction Year</th> </tr> </thead> <tbody> <tr> <td>Sewer Replacement - Easement, Lawton, and Glenwood</td> <td style="text-align: right;">\$400,000.00</td> <td style="text-align: center;">2012</td> </tr> <tr> <td>Sewer Lining</td> <td style="text-align: right;">\$266,000.00</td> <td style="text-align: center;">2012</td> </tr> </tbody> </table>		Project Description	Estimated Cost	Approximate Construction Year	Sewer Replacement - Easement, Lawton, and Glenwood	\$400,000.00	2012	Sewer Lining	\$266,000.00	2012
Project Description	Estimated Cost	Approximate Construction Year									
Sewer Replacement - Easement, Lawton, and Glenwood	\$400,000.00	2012									
Sewer Lining	\$266,000.00	2012									
7.	Financial Management General Comments:										
	None										

Total Points Generated	
Score (100 - Total Points Generated)	
Section Grade	

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: De Pere, City

Last Updated:
12/6/2012

Reporting Year: 2011

Sanitary Sewer Collection Systems

	Questions	Points
1.	Do you have a Capacity, Management, Operation & Maintenance(CMOM) requirement in your WPDES permit?	
	☐ Yes ☒ No	
2.	Did you have a <u>documented</u> (written records/files, computer files, video tapes, etc.) sanitary sewer collection system operation & maintenance or CMOM program last calendar year?	30
	☐ Yes (go to question 3) ☒ No (30 points) (go to question 4)	
3.	Check the elements listed below that are included in your Operation and Maintenance (O&M) or CMOM program.:	
	☐ Goals: Describe the specific goals you have for your collection system: ☐ Organization: Do you have the following written organizational elements (check only those that you have): ☐ Ownership and governing body description ☐ Organizational chart ☐ Personnel and position descriptions ☐ Internal communication procedures ☐ Public information and education program ☐ Legal Authority: Do you have the legal authority for the following (check only those that apply): ☐ Sewer use ordinance Last Revised MM/DD/YYYY ☐ Pretreatment/Industrial control Programs ☐ Fat, Oil and Grease control ☐ Illicit discharges (commercial, industrial) ☐ Private property clear water (sump pumps, roof or foundation drains, etc) ☐ Private lateral inspections/repairs ☐ Service and management agreements ☐ Maintenance Activities: details in Question 4 ☐ Design and Performance Provisions: How do you ensure that your sewer system is designed and constructed properly? ☐ State plumbing code ☐ DNR NR 110 standards ☐ Local municipal code requirements ☐ Construction, inspection and testing ☐ Others:	

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: De Pere, City

Last Updated:
12/6/2012

Reporting Year: 2011

Sanitary Sewer Collection Systems (Continued)

	☐	Overflow Emergency Response Plan: Does your emergency response capability include (check only those that you have): ☐ Alarm system and routine testing ☐ Emergency equipment ☐ Emergency procedures ☐ Communications/Notifications (DNR, Internal, Public, Media etc) ☐ Capacity Assurance: How well do you know your sewer system? Do you have the following? ☐ Current and up-to-date sewer map ☐ Sewer system plans and specifications ☐ Manhole location map ☐ Lift station pump and wet well capacity information ☐ Lift station O&M manuals Within your sewer system have you identified the following? ☐ Areas with flat sewers ☐ Areas with surcharging ☐ Areas with bottlenecks or constrictions ☐ Areas with chronic basement backups or SSO's ☐ Areas with excess debris, solids or grease accumulation ☐ Areas with heavy root growth ☐ Areas with excessive infiltration/inflow (I/I) ☐ Sewers with severe defects that affect flow capacity ☐ Adequacy of capacity for new connections ☐ Lift station capacity and/or pumping problems ☐ Annual Self-Auditing of your O&M/CMOM Program to ensure above components are being implemented, evaluated, and re-prioritized as needed. ☐ Special Studies Last Year (check only if applicable): ☐ Infiltration/Inflow (I/I) Analysis ☐ Sewer System Evaluation Survey (SSES) ☐ Sewer Evaluation and Capacity Management Plan (SECAP) ☐ Lift Station Evaluation Report ☐ Others:	
4.	Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained:		
	Cleaning 20 % of system/year		
	Root Removal 20 % of system/year		
	Flow Monitoring 0 % of system/year		
	Smoke Testing 0 % of system/year		
	Sewer Line Televising 20 % of system/year		

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: De Pere, City

Last Updated:
12/6/2012

Reporting Year: 2011

Sanitary Sewer Collection Systems (Continued)

	Manhole Inspections	20	% of system/year	
	Lift Station O&M	0	# per L.S./year	
	Manhole Rehabilitation	1	% of manholes rehabed	
	Mainline Rehabilitation	2	% of sewer lines rehabed	
	Private Sewer Inspections	0	% of system/year	
	Private Sewer I/I Removal	0	% of private services	
	Please include additional comments about your sanitary sewer collection system below:			
5.	Provide the following collection system and flow information for the past year:			
	37.86	Total Actual Amount of Precipitation Last Year		
	28.61	Annual Average Precipitation (for your location)		
	105.8	Miles of Sanitary Sewer		
	0	Number of Lift Stations		
	0	Number of Lift Station Failure		
	1	Number of Sewer Pipe Failures		
	3	Number of Basement Backup Occurrences		
	15	Number of Complaints		
		Average Daily Flow in MGD		
		Peak Monthly Flow in MGD(if available)		

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: De Pere, City

**Last Updated:
12/6/2012**

Reporting Year: 2011

Sanitary Sewer Collection Systems (Continued)

12.211	Peak Hourly Flow in MGD(if available)
--------	---------------------------------------

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: De Pere, City

Last Updated:
12/6/2012

Reporting Year: 2011

Sanitary Sewer Collection Systems (Continued)

NUMBER OF SANITARY SEWER OVERFLOWS (SSO) REPORTED (10 POINTS PER OCCURRENCE)					20
	Date	Location	Cause	Estimated Volume (MG)	
1.	04/26/2011 11:30:00 AM to 04/26/2011 07:30:00 PM	Glenwood Avenue Manholes	Rain, Plugged Sewer, Flooding	0.0010	
2.	06/22/2011 11:00:00 AM to 06/23/2011 03:00:00 PM	Glenwood Avenue	Rain	0.10	
Were there SSOs that occurred last year that are not listed above? ☐ Yes ☒ No If Yes, list the SSOs that occurred:					
PERFORMANCE INDICATORS 0.00 Lift Station Failures(failures/ps/year) 0.01 Sewer Pipe Failures(pipe failures/sewer mile/yr) 0.02 Sanitary Sewer Overflows (number/sewer mile/yr) 0.03 Basement Backups(number/sewer mile) 0.14 Complaints (number/sewer mile) Peaking Factor Ratio (Peak Monthly:Annual Daily Average) Peaking Factor Ratio(Peak Hourly:Annual daily Average)					
6.	Was infiltration/inflow(I/I) significant in your community last year?				
☒ Yes ☐ No If Yes, please describe: The City experienced high flows in some of the older areas.					
7.	Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?				
☒ Yes					

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: De Pere, City

Last Updated:
12/6/2012

Reporting Year: 2011

Sanitary Sewer Collection Systems (Continued)

	☐ No If Yes, please describe: Two SSO's were related to infiltration and inflow.	
8.	Explain any infiltration/inflow(I/I) changes this year from previous years?	
	No changes	
9.	What is being done to address infiltration/inflow in your collection system?	
	Sewer rehabilitation and replacement. Manhole rehabilitation	

Total Points Generated	50
Score (100 - Total Points Generated)	50
Section Grade	F

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: De Pere, City

Last Updated:

Reporting Year: 2011

WPDES No.0047341

GRADING SUMMARY				
SECTION	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Financial Management		0.0	1	0
Collection Systems	F	0.0	3	0
TOTALS			3	0
GRADE POINT AVERAGE(GPA)=0.00		0.00		

Notes:

A = Voluntary Range

B = Voluntary Range

C = Recommendation Range (Response Required)

D = Action Range (Response Required)

F = Action Range (Response Required)

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: De Pere, City

Last Updated:

Reporting Year: 2011

Resolution or Owner's Statement

NAME OF GOVERNING BODY OR OWNER	DATE OF RESOLUTION OR ACTION TAKEN
City of De Pere	
RESOLUTION NUMBER	
ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B, required for grade C, D, or F):	
Financial Management: Grade=	
Collection Systems: Grade=F	
The City has already replaced the sanitary sewer that had significant infiltration/inflow. This it the sewer section that caused the SSO events.	
ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS (Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00) G.P.A. = 0.00	

City of De Pere

Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Eric P. Rakers, City Engineer *EPR*
Date: December 10, 2012
Subject: Consider Engineering Technical Services Regarding Upgrades to the AT&T
Wireless Antennae Facilities on City Water Towers

The City received a request from AT&T regarding the upgrade of their wireless antennae facilities on the City's Matthew Drive water tower (See request). As part of this request, the City will need to hire Dixon Engineering to perform engineering technical services for the City to make sure there is no impact to the City's water towers with the work being proposed by AT&T. As indicated in AT&T's request, funding for these services will be provided by AT&T.

Staff recommends approving the engineering services agreement with Dixon Engineering for the Matthew Drive water tower. Payment for these agreements needs to be received from AT&T or to the City prior entering into contract with Dixon Engineering.

From: Andrea Dukes [mailto:adukes@lcclaw.net]
Sent: Tuesday, October 09, 2012 10:13 AM
To: Scott Thoresen
Cc: Ken Pabich
Subject: AT&T Antenna Upgrade - WI6303 - 1725 East Matthew Drive, De Pere, WI 54115

Hi Scott,

Well, we just finished one project and now AT&T is doing another upgrade at this same site. This time they are replacing one antenna, adding a TMA, and adding 2 coax cables. Please see attached construction drawings, structural, as well as consent letter for this proposed work. Will this need to go through Dixon as well? This is a hot site for AT&T, so the earliest we could start this process the better. If Dixon will in fact have to review this project, I will request a letter from AT&T stating that they agree to pay any engineering/review fees from Dixon. Please let me know how you would like to proceed with the new project.

Thank you,
Andrea Dukes
Lora, Chanthadouangsy & Castellanos, LLC
10700 W. Higgins, Suite 240
Rosemont, IL 60018
O: (847) 380-2484
C: (847) 921-1180
F: (224) 333-1504



**LORA, CHANTHADOUANGSY
& CASTELLANOS, LLC**

ATTORNEYS AT LAW • SITE ACQUISITION

October 9, 2012

Certified Mail #: 7011 2970 0000 1178 3465

City of De Pere
City Administrator
335 South Broadway
De Pere, Wisconsin 54115

**RE: Telecommunications Facility Upgrade – Adding 3 LTE Antennas
AT&T Site: WI6303 // 10096531 // Matthews Water Tank
Site Address: 1725 East Matthew Drive, De Pere, WI 54115
Pertinent Documentation: Tower Lease Agreement Matthew Street Tower dated November 10, 2005**

To whom it may concern:

Please be advised that the firm of Lora, Chanthadouangsy & Castellanos, LLC has been retained by AT&T as a consultant. Section 6 of the Tower Lease Agreement Matthew Street Tower dated November 10, 2005, authorizes AT&T to use its leased premises for the operation and maintenance of its wireless communications facility ("Cell Site"). AT&T values its relationships with its Landlords, and wants to keep you informed of maintenance and upgrades to the Cell Site installed on your property.

This letter constitutes notice that AT&T needs to perform maintenance work on its Cell Site, and seeks your consent to proceed with such work. The work will include the following:

Remove 1 antenna and replace with a new CCI Tenxc BSA-W65-20R210-02 Antenna
Add (1) TMA
Add (2) 1-5/8" coax cables

AT&T is performing this maintenance upgrade so that it may continue to provide its customers with the greatest possible level of service. Please grant your consent with the appropriate signature below, and return this letter to me via mail, email at adukes@lcclaw.net, or fax at (224) 333-1504. Please respond to this letter within ten (10) business days of receipt, or your consent will be deemed to have been given.

Should you have any questions, feel free to call me directly at (847) 380-2484.

Best Regards,

Andrea Dukes



**LORA, CHANTHADOUANGSY
& CASTELLANOS, LLC**

ATTORNEYS AT LAW • SITE ACQUISITION

**Agreed and Approved to AT&T Antenna Upgrade Consent Letter Dated 10/9/2012 –1725 East
Matthew Drive, De Pere, WI 54115**

City of De Pere

Signature: _____ Date: _____

Proposal/Contract Agreement for Antennas

(DePere, Wisconsin 500,000 Spheroid Matthews Drive 49-05-11-03)

The agreement is between Dixon Engineering, Inc. (DIXON) and City of DePere, Wisconsin (OWNER) to contract with DIXON for technical services for 2012 AT&T Upgrade (CONTRACTOR). This agreement inclusive together with any expressly incorporated appendix or Schedule, constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. This agreement includes pages 1 through 4 and Schedules A, B, and C.

1.01 BASIC AGREEMENT

DIXON shall provide, or cause to be provided, services detailed in Scope of Services and OWNER agrees to pay DIXON as compensation for their services the (not to exceed/lump sum) fee of Four Thousand One Hundred dollars \$4,100. Terms of charges and payments per details in Schedule B. (Prices quoted are subject to change 90 days after proposal date, if not contracted.)

2.01 SCOPE OF SERVICES

Initial Site Walk Through, Design Review, Installation Inspections

3.01 SIGNATURES

<u>Chris Kreiner</u>	<u>11/12/12</u>
PROPOSED by DIXON (Not a contract until approved by an officer)	PROPOSAL DATE

<u>CONTRACT APPROVED by OWNER</u>	<u>POSITION</u>	<u>DATE</u>
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<u>CO SIGNATURE (if required)</u>	<u>POSITION</u>	<u>DATE</u>
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<u>CONTRACT APPROVED by DIXON OFFICER</u>	<u>EFFECTIVE CONTRACT DATE</u>
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4.01 ADDITIONAL SERVICES

- A. If additional services are **Requested and authorized** by the OWNER which are not within the proposed Scope of Services or because of changes in the Project, these additional services will be on a time and material basis per fee schedule of attached SCHEDULE C.
- B. **Delay by the Contractor** in completing the work, which is the responsibility of the Contractor and which extends the amount of time required for DIXON to complete their work, will be charged as an Additional Service.
- C. **Failure by the Contractor to notify** DIXON of the necessity to change inspection dates more than twenty-four (24) hours in advance and which results in unnecessary travel and/or expense to DIXON shall cause this travel and expense to be charged as Additional Service.
- D. **Failure by the Contractor to Meet Specifications** and/or to complete work prior to requesting an inspection is considered a failed inspection. Services provided by DIXON during or for a failed inspection include travel, inspector, and project manager time will be charged as an Additional Service.

5.01 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Agreement will not terminate as a result of substantial failure under paragraph 5.01.A.1.a if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.
 - b. By DIXON upon seven days written notice:
 - 1) If Owner fails to pay invoices by 60 days.
 - 2) Upon seven(7) days written notice if the DIXON's services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond DIXON's control.
 - 3) If DIXON believes that Engineer is being requested by Owner to furnish or perform services contrary to engineer's responsibilities as a licensed professional.
 - 4) DIXON shall have no liability to Owner on account of such termination.
 - 2. For Convenience,

- a. By OWNER effective upon the receipt of notice by DIXON.
- B. The terminating party may set the effective date of termination at a time up to thirty (30) days later to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.01 Controlling Law

- A. This Agreement is to be governed by the law of the state in which the Project is located.

7.01 Successors, Assigns, and Beneficiaries

- A. OWNER and DIXON and their successors are hereby bound to successors and legal representatives of the other to the extent permitted by law in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither OWNER nor DIXON may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement.

8.01 General Considerations

- A. The **Standard of Care** for all professional engineering and related services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. DIXON makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with DIXON's services. DIXON and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.
- B. DIXON shall **Not** at any time **Supervise**, direct, or have control over any of the **Contractor's** work, nor shall DIXON have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- C. Engineer does not guarantee the performance of any contractor and does **Not Assume Responsibility** for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

- D. Engineer shall **Not be Responsible For the acts or Omissions of any Contractor**, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of the construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.
- E. The **General Conditions** for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2007 Edition) or equally protective document provided by Owner.
- F. All **Design Documents** prepared or furnished by DIXON are instruments of service, and DIXON retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.
- G. DIXON agrees to defend, **Indemnify**, and hold harmless the Owner, its officers, agents, and employees, from and against legal liability for all claims, losses, damages, or expenses to the extent such claims, losses, damages, or expenses are directly caused by Engineer's negligent or intentional acts, errors, or omissions. Limits of liability for negligence is based on the comparative negligence principle.
- H. The parties acknowledge that DIXON's scope of services does not include any services related to a **Hazardous Environmental Condition** (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). DIXON acknowledges that some hazardous metals may be encountered in coatings.

8.02 Severability

- A. If any clause or paragraph or sentence is found to be in opposition to any law in the state of the Project, that clause or paragraph or sentence may be severed from the Agreement with no effect on remaining clauses.

8.03 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions. Words in the first sentence are in bold to act as secondary headings and should not be interpreted any different than a numbered heading.

SCHEDULE A

(DePere, Wisconsin 500,000 Spheroid Matthews Drive 49-05-11-03)

- I. Initial Site Inspection – Site Walk:
 - A. Site visit by two Dixon employees to completely map current tank conditions. This includes as-built sketches, existing antenna equipment, site conditions, steel thicknesses, and photos.
- II. Design and Plan Review:
 - A. Staff Engineer to review designs created by others. No calculations or Professional Engineering seal included. Initial Site Inspection – Site Walk is a prerequisite to Design and Plan Review.
- III. Site Work for:
 - A. Installation inspections-inspect installation as it progresses and a final post inspection to compare with design criteria. These inspections include letter report and photographs.

SCHEDULE B

(DePere, Wisconsin 500,000 Spheroid Matthews Drive 49-05-11-03)

I PAYMENT

- A. When service is rendered Owner shall pay DIXON the following line item prices:
 - 1. Schedule A, Item I, Initial Site Inspection-Site Walk, the lump sum of **\$1,150**.
 - 2. Schedule A, Item II, Design and Plan Review, the lump sum of **\$1,250**. (Site Walk prerequisite \$1,150)
- B. Owner shall pay DIXON the following line items times the number of units used:
 - 1. Schedule A, Item III
 - A. **(2)** Installation and Post Inspections **\$850** per inspection

II INVOICES

- A. Invoices will be compiled monthly.
- B. All DIXON services that are outstanding more than thirty (30) days from date of issue shall be assessed (DIXON's favor) one and a half percent (1.5%) per month interest starting from 30 days after date of issue.

SCHEDULE C

Antenna Engineering Services Fees

<u>Labor Class</u>	<u>Per Hour</u>	<u>*Overtime Rate</u>
Principal.....	\$175.00	
Project Manager.....	\$100.00	
Registered Professional Engineer.....	\$125.00	
Assistant Project Manager.....	\$ 80.00	
Staff Engineer – Level I to III.....	\$ 85.00 to \$100.00	
CAD Supervisor.....	\$ 80.00	
CAWI or CWI Welding Inspector.....	\$ 80.00 to \$100.00	
Certified NACE Inspector.....	\$100.00	
Inspector – Level I to III.....	\$ 60.00 to \$80.00	
CAD Technician.....	\$ 60.00 to \$70.00	
Secretarial Services.....	\$ 50.00 & expenses	
Bookkeeping Services.....	\$ 50.00	

*All Saturday, Sunday, and holiday inspections are overtime rate. Overtime rate is 1 ½ time the hourly rate. Overtime rate does not apply to Principal.

Expenses:

	<u>Metropolitan</u>	<u>Out – state</u>
Mileage.....	\$0.70/mile (including tolls)	\$0.60/mile
Meals & Lodging,	\$110 per diem, per day diem, per day <i>(may be increased based on location)</i>	\$100 per diem, per day
Without Lodging.....	\$35/day	\$30/day
Air Travel.....	Business fare from Grand Rapids Chicago O'Hare or Milwaukee, plus full size car rental	
Material (gaskets, cathodic protection caps, etc.).....	Negotiated	

FEES EFFECTIVE THROUGH JUNE 30, 2013