



Sustainability Commission

Regular Meeting

335 South Broadway
De Pere, WI 54115
<https://www.deperewi.gov/>

Agenda

Tuesday, April 9, 2024

5:30 PM

Council Chambers and Virtual

Pursuant to Wisconsin Statute 19.84, Notice is hereby given to the public that a meeting of the **Sustainability Commission** of the City of De Pere will be held on **April 9, 2024** at **5:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET. DE PERE.**

The Public or Members of the Sustainability Commission, which may count toward an official quorum, may attend the meeting either in person in the Council Chambers or telephonically or electronically via video conferencing or other appropriate technological means. Telephonic or electronic access to the meeting is provided below:

Computer/smart phone accessing <https://www.gotomeet.me/DePere>

OR

You can also dial in using your phone.

United States (Toll Free): [1 866 899 4679](tel:18668994679)

United States: [+1 \(312\) 757-3117](tel:+13127573117)

Access Code: 154-883-285

This meeting may also be rebroadcast on Spectrum Cable Channel 4 and AT&T U-verse Channel 99 throughout the week and available on demand at <http://deperewi.com/>.

I. Call to Order

1. Roll Call

II. Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Sustainability Commission. Section 6-3(f) DPMC

III. Items

1. Approval of the March 12, 2024 Sustainability Commission Meeting Minutes
2. Consideration and possible action on Proposal for 2024 Composting Services*
3. Consider and Possible Action for 2024 No Mow May*
4. Consideration and possible action on 2024 Farmers Market Booth*
5. Consideration and Possible Action on 2024 Pollinator Week
6. Consideration and possible action on Bicycle and Pedestrian Safety Educational Series
7. Clean Air Initiative Update
8. Discuss Clean Energy Workplan Updates
9. Discuss Sustainability Commission Vacancies

IV. Future Agenda Items

V. Adjournment

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

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

Agenda Sent To:

Alderspersons

City Administrator

Mayor

Department Heads

TV, Newspapers & Radio Stations

Kress Family Library

De Pere Chamber of Commerce

Greener Bay Compost



City of De Pere, Wisconsin

Request For Sustainability Commission Action

MEETING DATE: April 9, 2024

DEPARTMENT: Sustainability Commission

FROM: Betty Marovich

SUBJECT: Approval of the March 12, 2024 Sustainability Commission Meeting Minutes

ATTACHMENTS:

- 2024 0312 SC_Draft Minutes (PDF)



Sustainability Commission

Regular Meeting

335 South Broadway
De Pere, WI 54115
<https://www.deperewi.gov/>

Draft Minutes

Tuesday, March 12, 2024

5:30 PM

Council Chambers and Virtual

I. Call to Order

The meeting was called to order at 5:34 PM by Commissioner Jayne Black

Attendee Name	Title	Status	Arrived
Jayne Black	Commissioner	Present	
Emily Henrigillis	Commissioner	Present	
Randall Lawton	Commissioner	Remote	
Nicole Slavin	Commissioner	Excused	
Rachel Weber	Commissioner	Present	
John Quigley	Aldersperson	Excused	
Hope Dragseth	Teen Advisor	Present	

Chase Kuffel, Assistant City Engineer
Betty Marovich, Recording Secretary
Scott Thoresen, Director of Public Works (Remote)

II. Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Sustainability Commission. Section 6-3(f) DPMC

None

III. Items

1. Approval of the February 13, 2024 Sustainability Commission Meeting Minutes

Commissioner Henrigillis moved to approve the February 13, 2024 Sustainability Commission Meeting Minutes, seconded by Commissioner Weber. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Emily Henrigillis, Commissioner
SECONDER:	Rachel Weber, Commissioner
AYES:	Jayne Black, Emily Henrigillis, Randall Lawton, Rachel Weber
EXCUSED:	Nicole Slavin, John Quigley

2. Discussion on City of De Pere Urban Orchard Management

Chase Kuffel, Assistant City Engineer, stated that Commissioner Black had requested that Selena Darrow, Executive Director of Rooted In, Inc, discuss the City's Urban Orchards.

Selena Darrow, Executive Director of Rooted In, Inc, discussed the City Urban Orchards including location, lack of public knowledge about the orchards, lack of harvest care, along with them not being used as a teaching tool as intended. Ms. Darrow requested support of Rooted In, Inc through being provided information about tree care being done, whether funds were available from initial donations that can be used to spray trees, installation of signage (specifically at Voyageur Park), intentions to pick this fall, and support in marketing for volunteers to help during picking efforts.

Commissioner Henrigillis asked if Rooted In noticed during picking that pollinator species were planted near orchard to help fruit. Ms. Darrow stated they did not notice any native plantings that would attract pollinators to the trees. Ms. Darrow stated that Rooted In has two individuals on their advisory team that could suggest appropriate plantings. Ms. Darrow stated during harvesting in 2023, they were contacted by a local resident who told them the ground was sprayed for weeds but the fruit was not sprayed for bugs and disease. Commissioner Black stated that Westwood Elementary has a pollinator garden near their urban orchard, but that other locations did not seem to have a similar feature. Commissioner Black stated the fruit at Westwood appeared to be the best based on size and health. Ms. Darrow stated that Rooted In had canvassed the orchards in August and took photos and then did bulk picking in September. Commissioner Weber asked if "green" maintenance plans could be provided along with the pollinator list. Ms. Darrow stated that she could get that information and share with the Commission members. Commissioner Henrigillis asked what volunteer groups Rooted In has reached out to for picking assistance. Ms. Darrow stated they have volunteer partnerships set up. Commissioner Henrigillis stated that Brown County Master Gardeners may have availability for flash/short-term projects. Commissioner Henrigillis stated she knows other groups that could be contacted for volunteer opportunities. Ms. Darrow stated she had digital information she could share with the Commission. Betty Marovich, Recording Secretary, stated that information should be forwarded to herself or Chase Kuffel for distribution to Commission members. Commissioner Weber further requested information regarding optimal picking times for the orchards. Advisor Dragseth supported the installation of signs at the urban orchards. Commissioner Black suggested having a QR code on the sign that directed to the website and explained the mission of the urban orchards. Ms. Darrow suggested the website be updated as it does not appear to have been updated or touched for multiple years. Mr. Kuffel stated he took notes from the discussion and would forward to the Urban Orchard Committee for review. Ms. Darrow stated that she had reached out last year to the City Administrator and felt she was met with passivity. Ms. Darrow stated that part of Rooted In mission is sustainability and that she understands the urban orchards were a volunteer effort and now there are volunteers wanting to help it thrive. Mr. Kuffel stated the Sustainability Commission could still take the Urban Orchards on as an initiative and explained that funding would be discussed in the next agenda item.

Discussion only. No action required.

RESULT:	DISCUSSED
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3. Discussion on Status of Sustainability Commission funded projects

Chase Kuffel, Assistant City Engineer, outlined the funds available and planned projects to utilize the funds.

Commissioner Black questioned the process for requesting purchases. Mr. Kuffel stated that City general practice is to obtain three different quotes or products that the Commission could consider. Betty Marovich, Recording Secretary, asked if a draft pilot program would need to be discussed and approved prior to purchasing the monitors. Mr. Kuffel stated that it would be a good next step. Commissioner Black offered to write a draft pilot program for the clean air monitors. Commissioner Weber asked if unused funds rollover to the next year. Mr. Kuffel explained that the funds would be intended to be used in the year they are granted and any unused funds would have to be requested to

rollover. Scott Thoresen, Public Works Director, explained that operating supplies (such as postage, conferences and seminars, office supplies) would not carryover, but that staff would follow up with the Finance Department to know the exact limits of what could be carried over.

Discussion only. No action required.

RESULT:	DISCUSSED
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4. Update on the Status of Greener Bay Compost's proposal for composting services
Chase Kuffel, Assistant City Engineer, explained that Greener Bay Compost has been in contact with the Legal Department to finalize an agreement. Mr. Kuffel added that staff and Greener Bay Compost are working through insurance requirements and staff hopes to be able to bring this item to the April meeting for final consideration and approval.

Discussion only. No action required.

RESULT:	DISCUSSED
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5. Discussion on Composting Bins
Chase Kuffel, Assistant City Engineer, shared an article on home composting from Popular Mechanics and stated the Sustainability Commission could promote residents to take on home composting along with the public/private partnership with Greener Bay Compost. This initiative could go as far as allocating funding to assist homeowners in purchasing composting bins for their personal use.

Commissioner Weber stated there was a very interesting linked article in the home composting one provided. Commissioner Black asked if home composting was going to be added to the initiative list. Mr. Kuffel stated it was just being provided for the Commission to assess and consider as an option. Commissioner Weber questioned offering a home compost initiative while working on an initiative with Greener Bay Compost and suggested promoting the public/private partnership. Mr. Kuffel stated it would be up to the Commission to decide. Commissioner Henrigillis suggested linking home composting information on the City Sustainability webpage. Mr. Kuffel stated it could be posted on social media as well.

Discussion only. No action required.

RESULT:	DISCUSSED
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6. Discuss Sustainability Commission Subgroups
Chase Kuffel, Assistant City Engineer, stated the list provided included the subgroups as staff was aware of them and asked that members notify staff if there are inconsistencies in the members of any of the subgroups.

Advisor Dragseth asked if the Clean Energy members had received contact from Alderperson Quigley. Commissioner Weber stated she had not but had some information that could be discussed. Commissioner Black stated she had also sent information to Alderperson Quigley and had not received a reply. She also stated she had some information from Green Bay Sustainability Commission Member, Seth Hoffmeister, to discuss with the group and stated she is interested in having a subgroup meeting set up.

Betty Marovich, Recording Secretary, warned the group that the discussion was getting off topic of the agenda item. Commissioner Black asked how the subgroup was supposed to proceed for getting a meeting set up. Mrs. Marovich stated that one person on the subgroup would need to take the lead and then the subgroup could communicate amongst each other to schedule a meeting to discuss their topic. Mr. Kuffel asked that staff be included in the email communications.

Discussion only. No action required.

RESULT:	DISCUSSED
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7. Clean Air Initiative Update

Chase Kuffel, Assistant City Engineer, stated this item was to discussion next steps, observations, feedback that the Commissioners have received. Mr. Kuffel added that staff was contacted by both superintendents of the school districts and were informed that they had forwarded the newsletter to their individual schools for school newsletter inclusion. Mr. Kuffel stated he checked the high school newsletters and did not see it in the most recent one, but it might be slated for a future one. Commissioner Henrigillis stated that Dickinson had included it in their most recent newsletter. Mr. Kuffel stated that Commissioner Black would like to request permission from the principals to hold an onsite awareness event and put the no idling video on the school websites. Additionally, Commissioner Black would like to provide an overview of the Moms Clean Air Force and the services they can provide to the City.

Commissioner Black clarified the process that was used to provide the newsletter to the individual schools. Mr. Kuffel stated that once the Commission approved the newsletter, staff forwarded to the superintendents, who then forwarded the newsletter directly to their individual school principals. Commissioner Black suggested tracking when or if the newsletter appeared in each schools newsletter to parents and families. Commissioner Henrigillis provided a report of her observations of idling vehicles during school pick-up and drop-off. Commissioner Black provided a report of her observations of idling vehicles during school pick-up and drop-off. Commissioner Black added that she has received push-back from the schools regarding onsite awareness events that were from outside (non-school) organizations. Commissioner Black informed the group that she has a PTO meeting scheduled with Westwood at the Middle School on April 9. Commissioner Weber asked if additional information was provided regarding how to get approved for onsite awareness. Commissioner Black stated that was not provided, but that during initial conversations with the superintendents they had seemed in favor of onsite awareness. Commissioner Black read one of the responses she received from the schools, which included wording of events needing to be district sponsored. Commissioner Weber asked what made something district sponsored. Commissioner Black stated she did not know and that it would be a conversation that needed to be had with the superintendents. Commissioner Henrigillis stated that when she spoke with the principal at Notre Dame, she mentioned the air monitor and the principal asked what would happen or be done if the monitor indicated the air was bad. Commissioner Black stated an air purifier would rectify the situation. Mr. Kuffel stated that information would need to be provided in the pilot program. Commissioner Black agreed and added that obtaining the air monitors would be one thing but implementing the program would be another item entirely. Advisor Dragseth asked if the commission members knew if the new high school was still being proposed. Advisor Dragseth added that in her experience,

there are a lot of cars that try to exit the parking lots at the same time and some cars are running but barely moving for half hour and she would like to see more efficient parking lots being addressed if a new high school is constructed. Commissioner Lawton expressed his support of the initiative along with his concerns over the lack of support at the school and community level. Commissioner Black suggested creating a list of obstacles and end goals and ideas of how to get past the obstacles to complete the messaging. Commissioner Lawton stated it will likely take some level of confrontation. Commissioner Henrigillis asked if Commissioners should work on a list of how to move the initiative forward to discuss at the next meeting. Commissioner Black stated her support of that plan.

Discussion only. No action required.

RESULT:	DISCUSSED
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8. Discussion Regarding the Storm Water Art Project and Adopt-A-Drain Program

Chase Kuffel, Assistant City Engineer, stated the obstacles that were discussed at the previous meeting surrounding the storm water art project. Mr. Kuffel added that another aspect of initiative that had been discussed was an adopt-a-drain program. Mr. Kuffel discussed information found during staff research regarding adopt-a-drain programs and added that adopt-a-drain program may be able to be added to the City's new "Report It" app.

Commissioner Henrigillis stated her support of both programs provided. Commissioner Henrigillis stated she did not feel the stickers (Green Bay program) draw enough attention to the program. Commissioner Henrigillis stated she had created a map of proposed locations for storm water art. Commissioner Weber asked if there were guidelines for what would create or prevent an attractive nuisance. Mr. Kuffel stated it would be important to avoid traffic lanes and look more towards parking lots or park lands. Commissioner Henrigillis stated she found that Storm water awareness week for Wisconsin is September 21-29, 2024 and suggested having a big promotion of the initiative that week. Commissioner Henrigillis stated that a waiver or promise form and sign-up would need to be created for the adopt-a-drain program. Commissioner Henrigillis also suggested having chalk at the Farmers Market booth and allow individuals to draw near the storm drain to draw attention to it. Commissioner Weber asked the feasibility of adding dye to a storm drain to time its flow to an outlet. Mr. Kuffel stated that dying the Fox River would require additional work to acquire permission from the DNR. Commissioner Henrigillis suggested a duck with a camera that would float from the storm drain to the outlet, but stated it might be too dark. Mr. Kuffel stated that it was much more light than you would expect in the storm pipes and that staff has push cameras that might be able to be used for this type of educational campaign. Commissioner Weber added that with permission, the dye would also create a good talking point for the public as well. Commissioner Black asked if the plan would be to host an event during storm water awareness week. Commissioner Henrigillis stated she would like to bring in staff from Fox-Wolf Watershed Alliance to speak that week at the Library or Community Center. Commissioner Black suggested having a craft or something for kids to do that related to the discussion. Mr. Kuffel stated that the City has a large box culvert at the Community Center that could coordinate with the program, such as televising or using the push camera in it.

Discussion only. No action required.

RESULT:	DISCUSSED
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9. Consider and Possible Action for 2024 No Mow May*

Chase Kuffel, Assistant City Engineer, explained that the intent of this item is to determine if the Commission would like to pursue offering No Mow May in 2024. Mr. Kuffel outlined information from the past couple years including participation and feedback from participants, community members, and elected officials. Mr. Kuffel explained that City of De Pere has collaborated with City of Green Bay the past two years and the intent would be to collaborate in 2024 if the Commission decided to move forward. Betty Marovich, Recording Secretary, stated that a significant decrease was noted in registered properties from 2022 to 2023.

Commissioner Henrigillis stated that in 2023 Commission discussed moving away from No Mow May and focusing more on the planned natural landscape ordinance, letting your yard/garden sleep in during the spring, and slow mow summer. Commissioner Henrigillis stated that it is important to help residents understand the connection between No Mow May and more long-term benefits such as the Planned Natural Landscape and slow mow summer. Mrs. Marovich stated that some elected officials would prefer a focus on the more permanent solution, such as the planned natural landscape, making them more hesitant to support No Mow May. Commissioner Black stated that during discussions with residents at Farmer's Market in 2023, they were not aware that the City had adopted a Planned Natural Landscape ordinance and suggested that instead of promoting No Mow May, the Commission promote the ordinance. Commissioner Henrigillis stated that residents still participate in No Mow May because they feel like they are doing something beneficial, but agreed with promoting slow mow summer and planned natural landscape harder this spring and summer. Mrs. Marovich asked if Commissioner Henrigillis would like to make a motion regarding No Mow May and explained the possible motion options. Commissioner Weber stated the No Mow May is gaining traction and individuals are just getting used to the idea of having a different landscape that isn't entirely grass, but that objective hasn't full caught on for connecting No Mow May to the Planned Natural Landscape. Commissioner Weber stated she would be hesitant to end No Mow May because it could be inadvertently providing a message that it was not working, rather than showing the Commission pivoting to a more permanent solution. Commissioner Black asked how much of a decrease was seen in registered participants. Mr. Kuffel provided the numbers for registered participants for 2021, 2022, and 2023. Commissioner Weber stated she had participated but not registered as she had not realize she needed to register. Mrs. Marovich explained that staff had preferred registration, though everyone could participate since the resolution relaxes the enforcement of the ordinance for long grass. Mrs. Marovich stated that if the Commission decides to move forward with No Mow May, there could be a stronger connection formed regarding No Mow May to Slow Mow Summer to Planned Natural Landscape in communications posted online including the website and social media, along with Farmer's Market, if approved. Advisor Dragseth suggested providing additional communications to the individuals that register to promote the connections to a more permanent landscape solution.

Commissioner Lawton left at 6:31 PM.

Due to lack of quorum, the meeting ended at 6:31 PM.

10. Consideration and possible action on 2024 Farmers Market Booth*
11. Discussion on 2024 Pollinator Week
12. Discuss Sustainability Commission Vacancies

IV. Future Agenda Items

V. Adjournment

6: 31 PM

Respectfully submitted,
Betty Marovich



City of De Pere, Wisconsin

Request For Sustainability Commission Action

MEETING DATE: April 9, 2024

DEPARTMENT: Sustainability Commission

FROM: Chase Kuffel

SUBJECT: Consideration and possible action on Proposal for 2024 Composting Services*

ATTACHMENTS:

- 2024 0409 CI_SC_Greener Bay Compost (PDF)
- 2024 0403 Greener Bay Compost Agreement (PDF)

CITY OF DE PERE MEMO



To: Alderperson John Quigley
Members of the Sustainability Commission
From: Chase K Kuffel, PE, Assistant City Engineer
Date: April 9, 2024

RE: **Consideration and possible action on Proposal for 2024 Composting Services***

The Sustainability Commission received a proposal from Greener Bay Compost to provide composting services to De Pere residents as part of a public/private partnership. The City would reimburse 50% of the registration fees for those residents utilizing Greener Bay Compost's services as part of this proposal.

There is \$10,000 budgeted in 2024 for compost consulting services in the Sustainability Programming Budget.

The attached proposal has been reviewed and approved by the City attorney and signed by Cory Groshek, Owner & Founder of Greener Bay Compost. If approved, the proposal would go to Common Council for final consideration and approval.

Attachment:

2024 0403 Greener Bay Compost Agreement

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN THE
CITY OF DE PERE AND GREENER BAY COMPOST LLC**

~~2023~~ THIS AGREEMENT made and entered into this 3rd day of April, 2024, by and between the City of De Pere, Wisconsin, ("City"), and Greener Bay Compost LLC ("Contractor").

I. SCOPE OF CONTRACTING SERVICES

Contractor agrees to perform those compost services described in the Proposal dated, 2024, attached and incorporated as Exhibit A. No terms or conditions of Contractor's Proposal are incorporated into this Agreement and the terms and conditions of this Agreement shall supersede and control in the event of any conflict. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties in writing prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

II. COMPENSATION

Contractor shall be paid as provided in Contractor's Proposal attached as Exhibit A. The date for each progress payment should be the 3rd Tuesday of each month. The period covered by each Application for Payment starts on the day following the end of the preceding period and ends the 4th Friday of the Month.

III. INSURANCE

The Contractor shall maintain during the course of the project, 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 under the Agreement 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 per occurrence; with additional umbrella liability insurance coverage to a total of not less than \$5,000,000.

2. Automobile Liability

(A) Coverages must include the following extensions:

Comprehensive Form

(1) All Owned Autos

(2) All Hired Autos

- (3) All Non-Owned Autos
- (4) Mobile Equipment
- (5) Specialized Equipment
- (6) Contractual Liability
- (7) Uninsured Motorists to Limit of Policy
- (8) Additional Insured Endorsement naming City of De Pere, its employees, agents and assigns

(B) Limits of Liability:

Combined Single Limit/Bodily Injury and Property Damage:
\$1,000,000 per person/per accident

Uninsured/Underinsured Motorists:

Limits equal to above combined single limit

3. Worker's Compensation and Employers' Liability Insurance

Limits of Liability: Statutory

The Contractor shall provide City with a certificate of insurance outlining the required coverage and naming the City as an additional insured thereunder for purposes of the Contract.

IV. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the City, its officers, agents and employees from and against all claims, damage, losses, and expenses including reasonable attorney's fees arising out of or resulting from the performance of the work specified in this Contract, provided that any such claim damage, loss or expense is caused in whole or in part by any negligent or intentional act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

Notwithstanding any other provision of this Agreement, nothing contained herein is intended to waive or estop either the City or its insurers from relying upon the limitations, defenses and immunities contained within §§ 345.05 and 893.80 of the Wisconsin Statutes. To the extent indemnification is available and enforceable, the City or its insurers shall not be liable in indemnity contribution or otherwise for an amount greater than the limits of liability of municipal claims under Wisconsin law.

V. LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

1. LAWS TO BE OBSERVED. The Contractor shall at all times observe and comply with all federal, state, and local laws, regulations and ordinances which are in effect or which may be placed in effect during the contract period and which in any manner affect the conduct of the work. The Contractor shall indemnify and save harmless

the City and its officers, agents and employees against any claim or liability arising from or based on the violation of any such law, ordinance, or regulation, whether by Contractor or its employees, subcontractors, or agents.

2. **CONTRACTOR RECORDS.** Contractor acknowledges that, as a contractor of a Wisconsin Municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent that they would otherwise be if maintained by the City of De Pere. Contractor agrees that, within 10 business days of a written request of the City of De Pere, it shall forward such records as are requested by the City of De Pere. Such records shall be in the format requested by City of De Pere provided that such records are kept and maintained in that format.
3. **PERMITS AND LICENSING.** The Contractor shall procure all permits and licenses necessary and incidental to the work required hereunder.
4. **WORK SAFETY AND HEALTH.** The Contractor shall comply with all federal, state and local laws governing work safety and health and shall provide all safeguards, safety devices and protective equipment, and take any other needed actions as the Contractor or the City Engineer may determine reasonably necessary, to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
5. **RESPONSIBILITY FOR DAMAGE CLAIMS.** The Contractor and its surety shall indemnify and save harmless the City and all of its officers, officials, agents and employees from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the said Contractor; or on account of or in consequence of any neglect in safeguarding the work, or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect or misconduct of said Contractor; or because of any claims or amount recovered for any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered under the worker's compensation law; or any other law, ordinance, order or decree; and so much of the money due the said Contractor under and by virtue of this contract as shall be considered necessary by the Board of Public Works for such purposes, may be retained for the use of the City; or, in case no money or insufficient money is retained, the Contractor's surety shall be held.

The City shall not be liable to the Contractor for damages or delays resulting from work by third parties or by injunctions or other restraining orders obtained by third parties.

It shall be the Contractor's responsibility to see that all of the contract operations incidental to the completion of this contract are covered by public liability and

property damage liability insurance in order that the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of said contract operations. This requirement shall apply with equal force, whether the work is performed by the Contractor, or by a Subcontractor or by anyone directly or indirectly employed by either of them.

6. **CONTRACTOR'S RESPONSIBILITY FOR WORK.** Until acceptance of the Work by the City Engineer, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements, or from any other cause, whether arising from the execution or non-execution of the Work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the Work occasioned by any of the above causes before acceptance and shall bear the expense thereof, except damage to the Work due to unforeseeable causes beyond control of and without the fault or negligence of the Contractor, including but not restricted to acts of God, of public adversaries or of governmental authorities. In case of suspension of work from any cause whatever, the Contractor prior to suspension shall take such precautions as may be necessary to prevent damage to the project, provide for normal drainage and shall erect any necessary temporary barricades, signs or other facilities, at the Contractor's expense, as directed by the Engineer.
7. **PERSONAL LIABILITY OF PUBLIC OFFICIALS.** In carrying out any of the provisions of this contract or in exercising any power or authority granted to them thereby, there shall be no personal liability upon the City, its officers, officials, agents and employees, it being understood that in such matters they act as agents and representatives of the City. Any right of action by the Contractor against the City, or its agents or employees, is hereby expressly waived.
8. **TERMINATION.** City or Contractor may terminate this Agreement at any time for any reason upon written notice to the other Party.

VI. GUARANTEE OF MATERIALS AND WORKMANSHIP

The Contractor shall guarantee all materials furnished and all work performed under the Contract against all defects in materials and workmanship for a period of one year following the date of acceptance of the Work, which date shall be understood to be the date of which final payment of all monies due the Contractor under the contract is authorized by the Director of Public Works. Should any defect appear during the guarantee period, the Contractor shall make the required repairs or replacement upon receipt of written notification from the Director of Public Works to do so.

VII. MEDIATION

All claims, disputes and other matters in question between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed by mutual agreement of the parties, shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. If such claim, dispute or other matter involves a lien arising out of the Contractor's services, the Contractor may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

The City and Contractor shall attempt to resolve claims, disputes and other matters in question between them by mediation in accordance with the Rules of the American Arbitration Association currently in effect unless the parties agree otherwise. A request for mediation shall be filed in writing with the other party to this Agreement and, if applicable, the American Arbitration Association. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings, which may be stayed pending mediation for a period of 60 days from the date of filing unless a longer period is agreed to by the parties or required by a court order.

The parties shall share the mediator's and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

VIII. NOTICES

Any notification required or needed under the contract shall be sent to the following:

If to City:
City of De Pere
Attention:
925 South Sixth Street
De Pere, WI 54115

If to Contractor:
Greener Bay Compost LLC
Attention: Cory Groshek
Address: 1597 Forest Gln
Green Bay, WI 54304

IX. IMMUNITY

Nothing contained in this Agreement constitutes a waiver of any immunity available to the City under applicable law.

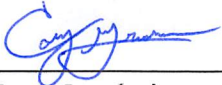
X. LEGAL COMPLIANCE

Contractor shall comply with all federal, state, and municipal laws and regulations and including without limitation the City's solid waste and recycling ordinance.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

GREENER BAY COMPOST LLC

By:



Cory Groshek

CITY OF DE PERE

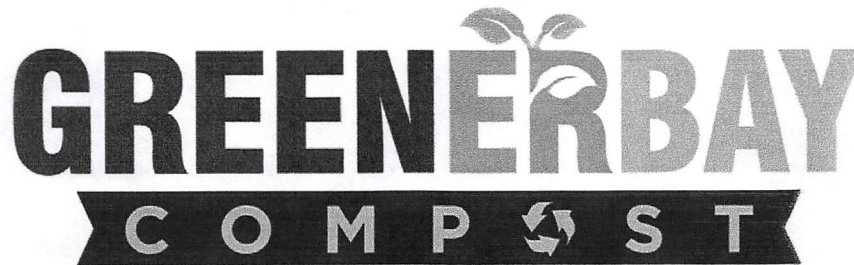
By:

James G. Boyd, Mayor

Carey E. Danen, City Clerk

Approved as to Form:_____
City Attorney

J:\Law\Agreements\Contractor Agreement Greener Bay Compost LLC

Exhibit
A

Proposal to the City of De Pere for Food Scraps and Organics Recycling Program 2024

Dated January 16th, 2024

Greener Bay Compost (hereafter "GBC") hereby proposes the following to the City of De Pere (hereinafter "City"):

- That the City, up to a total amount of \$10,000.00, use GBC's existing Residential Compost Pickup Services (to include GBC's Every-Other-Week and Every-Four-Weeks variations of these services, as detailed at www.GBCompost.com/Residential).
- That actual service relative to the Program start no later than June 1st, 2024, and preferably no later than April 1st, 2024.
- That registration, through GBC's website (through an as-yet-unpublished webpage, such as www.GBCompost.com/DePere), may be completed for anyone interested in participating in the Program.
- That Program registration be opened to existing subscribers to Greener Bay Compost's Residential Compost Pickup Services who reside within the corporate limits of De Pere, at least one month prior to Program registration being opened to anyone else and that such subscribers be afforded the first opportunity to sign up for the Program, assuming they are deemed eligible to participate in it.
- That Program registration be opened to the general public one month following it being opened to the aforementioned existing Greener Bay Compost subscribers.
- That only verifiable De Pere residents living within the corporate limits of the City (to include any residents whose residences would normally be serviceable by GBC, including, but not necessarily limited to, single-family homes, duplexes, townhomes/townhouses, condominiums, and apartments with at least one private door leading directly outdoors) be eligible to participate in the Program.
- That GBC shall determine, after consultation with the City, which registrants are residents of the City and eligible to participate in the Program with respect to registrants proposed service locations.
- That the City be allowed to request, at any time, a list of registrants or program participants GBC has deemed eligible to participate in the Program and that GBC shall provide such a list to the City, via email, within 2-3 business days of the City's request.
- That all registrants deemed eligible to participate in the Program will be "onboarded"/invited/brought into the Program on a first-come, first-serve basis, with no preference given to any registrants, with the exception of existing Greener Bay Compost

subscribers deemed eligible to participate in the Program who successfully register for the Program prior to registration being opened to the general public.

- That any time GBC “onboards”/accepts a new Program participant into the Program, that said Participant will be added to a spreadsheet.
- That the above-mentioned spreadsheet be used by GBC and the City to determine at what point GBC is no longer able to accept any new Program participants.
- That GBC shall provide Compost Pickup Service to Program participants, including, but not necessarily limited to, the provision of GBC’s physical services (including Bucket Swaps/Compost Pickups), online and offline customer service, and record-keeping of the type that GBC routinely engages in.
- That GBC weigh all Program participants’ buckets individually, keep track of Program participants’ bucket weights on spreadsheets, keep track of the total poundage diverted from local landfills by all Program participants combined, and publish and provide the City with a copy of said total poundage on GBC’s Leaderboard (at www.GBCompost.com/Leaderboard), as a means of making the Program’s positive and measurable impact accessible/apparent to anyone interested in it.
- That the City pay all invoices submitted to it by GBC, relative to the Program, as soon as possible and no later than 30 days of the City’s receipt of said invoices.
- That neither GBC or the City be obligated, contractually or otherwise, to continue the Program once the above-mentioned \$10,000.00 (or as close to it as possible) has been paid by the City to GBC.

**City of De Pere, Wisconsin****Request For Sustainability Commission Action**

MEETING DATE: April 9, 2024

DEPARTMENT: Sustainability Commission

FROM: Chase Kuffel

SUBJECT: Consider and Possible Action for 2024 No Mow May*

The intent of this memo is to have discussion with the Commission on whether the City should pursue "No Mow May" for 2024.

The Commission and City Council approved resolutions in 2021, 2022, and 2023 for "No Mow May" allowing property owners not having to mow their properties if they chose to participate. Those that participated were to sign up with the City and receive a "No Mow May" sign to install in their yard. The City had approximately 140 property owners in 2021, approximately 285 property owners in 2022, and 158 property owners in 2023 register to participate. There was a lot of positive feedback regarding the program as well as negative feedback over the past three years. Moving forward we need to discuss what worked well and where we need improvements if we choose to do this in 2024.

Also, in 2022 and 2023 the City collaborated with the City of Green Bay to do a public campaign educating the communities in regards to the benefits of "No Mow May". It would be staff's intent to collaborate with the City of Green Bay in 2024.

Staff has drafted the attached resolution for your consideration.

No Mow May was partially discussed during the March meeting and those notes are available in the March 12, 2024 Minutes included with this packet.

ATTACHMENTS:

- 2024 No Mow May Resolution (DOCX)

RESOLUTION #24-XX
ESTABLISHING NO MOW MAY

WHEREAS, the City of De Pere desires to develop and implement a program to create or expand pollinator-friendly habitat on public and private land, to galvanize communities to adopt sustainable pollinator-friendly land management practices; and

WHEREAS, the City of De Pere is in a unique position to significantly increase pollinator-friendly habitat by encouraging pollinator-friendly lawn-care practices and by encouraging its citizens to take direct and meaningful action on their own properties; and

WHEREAS, ideal pollinator-friendly habitat is comprised of mostly native wildflowers, grasses, vines, shrubs, and trees blooming in succession throughout the growing season; is free or nearly free of pesticides; is comprised of undisturbed spaces including leaf and brush piles, un-mown fields or field margins, fallen trees and other dead wood for nesting and overwintering; and provides connectivity between habitat areas to support pollinator movement and resilience; and

WHEREAS, the formative period for establishment of pollinator and other insect species, and the many songbirds and other urban wildlife species which depend upon them, occurs in late spring and early summer when they emerge from dormancy and require flowering plants as crucial foraging habitat; and these opportunities are dramatically reduced with early spring leaf-litter removal and grass-mowing; and

WHEREAS, the City of De Pere will collaborate with the City of Green Bay with a public campaign educating the communities in regards to the benefits of No Mow May; and

Resolution #24-XX
Page 2 of 3

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council hereby recognizes “No Mow May” to actively promote and educate the community about the critical period of pollinator emergence, generation of crucial pollinator-supporting habitat and early spring foraging opportunities; and

BE IT FURTHER RESOLVED, that for the duration of the month of May, the City of De Pere shall suspend the enforcement of De Pere Municipal Code 74-8(b) as it relates to long grass in order to voluntarily delay homeowner lawn-care practices until June 1, 2024, allowing pollinator species to emerge and early flowering grasses and forbs to establish, which may result in groundcover exceeding established ordinance height restrictions. Regulation and enforcement of ordinances related to harmful noxious weeds shall remain in effect.

BE IT FURTHER RESOLVED, those homeowners that want to participate in No Mow May need to register with the City of De Pere Public Works Department and obtain a No Mow May sign to install in their front yard.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of March, 2024.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Resolution #24-XX
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Ayes: _____

Nays: _____



City of De Pere, Wisconsin

Request For Sustainability Commission Action

MEETING DATE: April 9, 2024

DEPARTMENT: Sustainability Commission

FROM: Chase Kuffel

SUBJECT: Consideration and possible action on 2024 Farmers Market Booth*

ATTACHMENTS:

- 2024 0312 CI_SC_Farmers_Market (PDF)

CITY OF DE PERE MEMO



To: Alderperson John Quigley
Members of the Sustainability Commission
From: Chase K Kuffel, PE, Assistant City Engineer
Date: March 12, 2024

RE: **Consideration and possible action on 2024 Farmers Market Booth***

The intent of this item is for the Sustainability Commission to determine if they wish to participate in the 2024 Farmers Markets held by Definitely De Pere. Staff has reached out to Definitely De Pere and they are excited to have the Commission participate again in 2024. The Commission will need to provide what dates (once per month) they plan to attend.



City of De Pere, Wisconsin

Request For Sustainability Commission Action

MEETING DATE: April 9, 2024

DEPARTMENT: Sustainability Commission

FROM: Chase Kuffel

SUBJECT: Consideration and Possible Action on 2024 Pollinator Week

ATTACHMENTS:

- 2024 0312 CI_SC_Pollinator_Week (DOCX)
- Proclamation-Request_SAMPLE_2024 (PDF)

CITY OF DE PERE MEMO



To: Alderperson John Quigley
Members of the Sustainability Commission

From: Chase K Kuffel, PE, Assistant City Engineer

Date: April 9, 2024

RE: **Consideration and Possible Action on 2024 Pollinator Week**

The intent of this item is to make the Sustainability Commission aware that June 17-23 is Pollinator Week. The following information is provided from www.pollinator.org/pollinator-week:

"Pollinator Week is an annual celebration in support of pollinator health that was initiated and is managed by Pollinator Partnership. It is a time to raise awareness for pollinators and spread the word about what we can do to protect them. The great thing about Pollinator Week is that you can celebrate and get involved any way you like! Popular events include planting for pollinators, hosting garden tours, participating in online bee and butterfly ID workshops, and so much more. However you choose to celebrate this year, be sure to register your event on the map below, and share your story with us by tagging us on social media using the hashtag #PollinatorWeek.

Pollinator Week 2024 is a celebration of the vital role that pollinators play in our ecosystems, economies, and agriculture. Under the inspiring theme "Vision 2040: Thriving ecosystems, economies, and agriculture," this year's event urges us to envision a future where pollinators not only survive but thrive. These essential creatures, including bees, butterflies, moths, bats, beetles, and hummingbirds, are the unsung heroes behind the food we enjoy and the beauty that surrounds us. As we reflect on the interconnectedness of our world, let's unite in a collective effort to protect and preserve these crucial pollinators. By understanding the impact of our actions on their habitats and embracing sustainable practices, we can pave the way for a flourishing future. Join us in celebrating Pollinator Week 2024, and let's cultivate a world where both nature and humanity thrive in harmony. Explore our resources, learn about pollinator-friendly initiatives, and be inspired to contribute to the vision of a greener and more sustainable tomorrow."

If the Commission were to move forward in celebrating Pollinator Week, they could sponsor events for planting for pollinators, provide additional information and an interactive craft at the Farmers Market (e.g. a bee and flower pipe cleaner craft), or partner with local organizations to host garden tours. Included with this memo is a sample proclamation that could be used as a template for a future proclamation made at Common Council.

State of STATE

WHEREAS, pollinator species such as birds and insects are essential partners of farmers and ranchers in producing much of our food supply; and

WHEREAS, pollination plays a vital role in the health of our national forests and grasslands, which provide forage, fish and wildlife, timber, water, mineral resources, and recreational opportunities as well as enhanced economic development opportunities for communities; and

WHEREAS, pollinator species provide significant environmental benefits that are necessary for maintaining healthy, biodiverse ecosystems; and

WHEREAS, the State of STATE has managed wildlife habitats and public lands such as STATE forests and grasslands for decades; and

WHEREAS, the State of STATE provides producers with conservation assistance to promote wise conservation stewardship, including the protection and maintenance of pollinators and their habitats on working lands and wildlands; and

NOW, THEREFORE, I, Governor LAST NAME, Governor of the State of STATE, do hereby proclaim the week of June 17-23, 2024 as

STATE Pollinator Week

throughout the State of STATE, and urge all citizens to recognize this observance.

NOTE - Please send a copy of your proclamation to:

Reed Lievers
Pollinator Partnership
600 Montgomery Street, STE 440
San Francisco, CA 94111
415-362-1137
reed@pollinator.org

Your State proclamation will be posted on www.pollinator.org to publicize National Pollinator Week.

Thank you for helping pollinators!



City of De Pere, Wisconsin

Request For Sustainability Commission Action

MEETING DATE: April 9, 2024

DEPARTMENT: Sustainability Commission

FROM: Chase Kuffel

SUBJECT: Consideration and possible action on Bicycle and Pedestrian Safety Educational Series

ATTACHMENTS:

- 2024 0409 CI_SC_Bike and Roll to School Day (PDF)

CITY OF DE PERE MEMO



To: Alderperson John Quigley
Members of the Sustainability Commission
From: Chase K Kuffel, PE, Assistant City Engineer
Date: April 9, 2024

RE: **Consideration and Possible Action on Bike & Pedestrian Safety Educational Series**

National Bike and Roll to School Day is May 8, 2024. The intent of Bike and Roll to School Day is to
"Invite participants to celebrate the joy of active commuting while building a sense of community and school spirit. Whether addressing the need to make routes to school safer for active trips or encouraging children and teens to be more active, these events can be powerful tools to inspire lasting change."

[Walk & Bike to School \(walkbiketoschool.org\)](http://walkbiketoschool.org)

While May 8 is the official Bike and Roll to School date, communities are welcome to celebrate any day in May that best fits their schedules.

Active commuting and bike safety have been past discussion items for the Sustainability Commission. In support of Bike and Roll to School Day, staff proposes the Sustainability Commission makes it an initiative for the month of May to promote an educational campaign. Educational items can be promoted on the City's website or social media platforms pertaining to safe biking, rolling or walking to school.



City of De Pere, Wisconsin

Request For Sustainability Commission Action

MEETING DATE: April 9, 2024

DEPARTMENT: Sustainability Commission

FROM: Chase Kuffel

SUBJECT: Clean Air Initiative Update

ATTACHMENTS:

- 2024 0409 CI_SC_Clean_Air_Inititive (PDF)

CITY OF DE PERE MEMO



To: Alderperson John Quigley
Members of the Sustainability Commission
From: Chase K Kuffel, PE, Assistant City Engineer
Date: April 9, 2024

RE: **Clean Air Initiative Update**

Discussion on next steps, any updates pertaining to the clean air initiative, observations, and feedback that the Commissioners have received from the local school districts. At the March 12, 2024 Sustainability Commission meeting, the commissioners discussed drafting a pilot program for consideration and review.



City of De Pere, Wisconsin

Request For Sustainability Commission Action

MEETING DATE: April 9, 2024

DEPARTMENT: Sustainability Commission

FROM: Chase Kuffel

SUBJECT: Discuss Clean Energy Workplan Updates

ATTACHMENTS:

- 2024 0409 CI_SC_Clean_Energy_Workplan (PDF)

CITY OF DE PERE MEMO



To: Alderperson John Quigley
Members of the Sustainability Commission
From: Chase K Kuffel, PE, Assistant City Engineer
Date: April 9, 2024

RE: **Discuss Clean Energy Workplan Updates**

Discussion on next steps, any updates pertaining to the Clean Energy Workplan. Discuss feedback received from the City of Green Bay's Sustainability Commission members.



City of De Pere, Wisconsin

Request For Sustainability Commission Action

MEETING DATE: April 9, 2024

DEPARTMENT: Sustainability Commission

FROM: Chase Kuffel

SUBJECT: Discuss Sustainability Commission Vacancies

ATTACHMENTS:

- 2024 0312 CI_SC_Vacancy (PDF)

CITY OF DE PERE MEMO



To: Alderperson John Quigley
Members of the Sustainability Commission
From: Chase K Kuffel, PE, Assistant City Engineer
Date: March 12, 2024

RE: **Sustainability Commission Vacancies**

On September 19, 2023 the Common Council updated the City of De Pere Municipal Code to allow for two teen advisory seats. One teen advisory seat has remained unfilled since the update to the Municipal Code. Additionally, a commissioner seat is now vacant as of last month. If the commission is aware of anyone who would be interested in these vacancies, please let staff know so we can coordinate with the Mayor.