



Board of Public Works

335 South Broadway

Regular Meeting

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

Agenda

Monday, November 11, 2013

7:30 PM

De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a Regular Meeting of the **Board of Public Works** of the City of De Pere will be held on **November 11, 2013** at **7:30 PM** in the **De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI 54115**.

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

I. Call to Order

1. Roll Call

II. Public Comment

III. Action Items

1. Approval of Board of Public Works October 7, 2013 Minutes
2. Consider Revocable Occupancy Permit – 500 Main Street
3. Consider Request for Installation of Terrace Walk at 2101 Ten Mile Drive
4. Consider Request for Installation of Terrace Walk at 516 N. Eighth Street
5. Consider Celebrate De Pere Request for Public Works Department Services
6. Consider Matthew Tower Inspection Contract
7. Consider Postage Machine Lease for the Municipal Service Center
8. Utility Easement Vacation - Grant Street
9. Consider Utility and Water Easement Vacation - Vacated Galway Lane
10. Parking and Traffic Team
11. Discussion of Commercial Garbage & Recycling Collection

IV. Future Agenda Items

V. Adjournment

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

Mayor
Alderspersons
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library

De Pere Chamber of Commerce
Definitely De Pere

Celebrate De Pere
Ron Scherwinski, Mail Finance
Mike Selner, TCD Homes
Doreen Phillips, Logical Home Design LLC
Gerald V. Van Dyn Hoven, Dutch Boys De Pere, LLC
Daniel Roarty, Dimension - IV

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

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: November 11, 2013

DEPARTMENT: Public Works

FROM: Pam Denis

SUBJECT: Approval of Board of Public Works October 7, 2013 Minutes

ATTACHMENTS:

- October 7, 2013 BOPW Minutes_Draft (PDF)



Board of Public Works

335 South Broadway

De Pere, WI 54115

<http://www.de-pere.org>

Regular Meeting

Draft Minutes

Monday, October 7, 2013

7:30 PM

De Pere City Hall Council Chambers

I. Call to Order

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

Attendee Name	Title	Status	Arrived
Michael J. Walsh	Mayor	Present	
James Boyd	Aldersperson	Present	
Jim Kneiszel	Aldersperson	Present	
Kevin Bauer	Aldersperson	Present	
Bob Heuvelmans	Aldersperson	Present	

II. Public Comment

None

III. Action Items

1. Approval of September 9, 2013 and September 17, 2013 Board of Public Works Meeting Minutes

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bob Heuvelmans, Aldersperson
SECONDER:	Michael J. Walsh, Mayor
AYES:	Walsh, Boyd, Kneiszel, Bauer, Heuvelmans

2. Resolution #13-134, Authorizing and Approving a Revocable Occupancy Permit for St. Norbert College for Irrigation System Installation and Maintenance.
Scott Thoresen, Director of Public Works, presented the staff recommendation to grant St. Norbert College a revocable occupancy permit to install an irrigation system for the Kress Inn to be located within the street right-of-way at Third and Reid Streets.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jim Kneiszel, Aldersperson
SECONDER:	Bob Heuvelmans, Aldersperson
AYES:	Walsh, Boyd, Kneiszel, Bauer, Heuvelmans

3. Consider 2014 Snow & Ice Removal Rates
Scott Thoresen, Director of Public Works, shared the staff recommendation for 2014 rates for the removal of snow and compacted snow and ice. These rates reflect a 3% increase over the 2013 rates. The recommended 2014 Unit Cost is \$0.80/ft. for snow removal and \$1.03/ft. for removal of compacted snow and ice. The recommended minimum charge was \$60.00, as approved in 2012. The 2014 cost to clear snow from a 90 ft. Lot would be \$72.00 and to clear compacted snow and ice would be \$92.70. Snow and ice by City Ordinance needs to be cleared from sidewalks 24 hours after a snow event.

Attachment: October 7, 2013 BOPW Minutes_Draft (1559 : Approval of Board of Public Works October 7, 2013 Minutes)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Alderperson
SECONDER:	Jim Kneiszel, Alderperson
AYES:	Walsh, Boyd, Kneiszel, Bauer, Heuvelmans

4. Discussion on Dam Liner Repair
 Eric Rakers, City Engineer, gave an update on the area of the dam which is the City's responsibility, off of James St. between the Fox River Navigational Authority property and the electric generating plant. The City has been working proactively with the Department of Natural Resources (DNR) and the Army Corps of Engineers (ACOE) after leakage was discovered in 2010. The ACOE identified the area of seepage by using a dye test. ACOE is requiring the City to repair a leak in the liner this year. City Engineer Rakers stated that because the dam water has been lowered for Expera (Thilmany) to work on their part of the dam, it is the optimum time to repair the liner that is leaking. The City will be required to do some additional work once the liner is repaired. This could entail a grout curtain or placing rip rap on the downstream face of the dam. The rip rap would be less expensive than a grout curtain.

IV. Future Agenda Items

None

V. Adjournment

Mayor Walsh moved to adjourn the meeting at 7:44pm, Alderperson Bauer seconded the motion. Upon vote, the motion carried.

Respectfully submitted,
 Pam Denis

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: November 11, 2013

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Consider Revocable Occupancy Permit – 500 Main Street

ATTACHMENTS:

- Revocable Occupancy Permit - 500 Main - 110613 (DOC)
- 500 Main ROP Request (PDF)
- 500 Main Correspondence (PDF)
- 500 MAIN-Stairs-REVISED (PDF)

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
Date: November 6, 2013
Subject: Revocable Occupancy Permit – 500 Main Street

The developer for the building at 500 Main has requested a revocable occupancy permit for the construction of stairs within the street right-of-way. (See attached request)

Staff recommends granting a revocable occupancy permit for one set of stairs in middle of the building (See attached drawing) as requested pending Wisconsin Department of Transportation approval.

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

Attachment: Revocable Occupancy Permit - 500 Main - 110613 (1554 : Revocable Occupancy Permit ? 500 Main Street)

Gerald G. Van Dyn Hoven
Dutch Boyz De Pere, LLC
P.O. Box 526
Fremont, WI 54940

SENT VIA EMAIL

October 16, 2013

Mr. Scott Thoresen, Director
Department of Public Works
City of De Pere 925 S. 6th Street
De Pere, WI 54115

RE: 500 Main Ave., De Pere

Hello Mr. Thoresen,

As you know, we are in the final stages of constructing a new building at this location.

The first floor commercial tenants are a Chiropractor's Office (Back in Action Chiropractic) and an authentic Mexican restaurant and bar (El Presidente's).

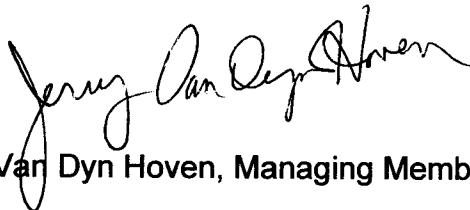
Recently I was informed that the proposed steps for the two front doorways of the restaurant would be on City Property. No steps are needed for the Chiropractic office.

I would like to apply for a "Revocable Occupancy Permit" for the restaurant, which would allow the construction of the steps that are shown on the Plan. I have attached the drawing of our Plan.

Please let me know how to proceed. We are attempting to open the Restaurant later in November.

Thank you so much for your cooperation and care.

Sincerely,



Gerald G. Van Dyn Hoven, Managing Member

Cc: Jon Verstegen, Construction Manager
Ken Pabich, Economic Development

Attachment: 500 Main ROP Request (1554 : Revocable Occupancy Permit ? 500 Main Street)

Scott Thoresen

From: Daniel J. Roarty <djroarty@dimension-iv.com>
 Sent: Thursday, October 24, 2013 5:02 PM
 To: Scott Thoresen
 Cc: 'Jerryvdh'; JON VERSTEGEN
 Subject: RE: Main @ 5th: Stairs from building to Main Street Sidewalk
 Attachments: 537-STAIRS to MAIN_131022-Stairs-REVISED.pdf

Scott,
 Thanks again for your prompt attention on this issue.

After further discussions of the steps with the Owner and Contractor, we would like to propose only installing the center stair.

The east end is close enough to the 5th Street sidewalk and intersection that it is most likely that foot traffic will use the access along the sidewalk (instead of walking a stair).

On the west end, there will be a stair off the patio that will not infringe on the right of way. Both this stair and the center stairs will serve the restaurant; so eliminating the west stairs that infringe on the sidewalk may be a greater advantage.

From the sidewalk to the elevated walk, the contractor will "berm" the ground. This will offer frost protection to the stoop and a nice transition from the city sidewalk to the elevated walk.

If there is anything else that I can help with, let me know.

Dan

From: Scott Thoresen [mailto:sthoresen@mail.de-pere.org]

Sent: Thursday, October 24, 2013 1:05 PM

To: 'Daniel J. Roarty'

Cc: Ken Pabich; JON VERSTEGEN; 'Jerryvdh'; slsmits@dimension-iv.com; Eric Rakers; Larry Delo; Judy Schmidt-Lehman; Scott Thoresen

Subject: RE: Main @ 5th: Stairs from building to Main Street Sidewalk

Good Afternoon Dan:

City staff has reviewed your proposed drawings with the access stairs.

The first issue at hand will be getting the Wisconsin Department of Transportation's (DOT) approval with the right of way encroachment. Currently, staff is working with the DOT on this matter and as of this email, we do not have DOT approval at this time.

As far as the proposed drawings, staff has reviewed them and discussed all concerns with impacts to the pedestrians on the sidewalk and any ADA concerns. The steps closest to 5th Street and the middle set of stairs we do not believe will impact pedestrians or have any ADA impacts. The third set of stairs staff has concerns they will have a pedestrian and ADA impact so we cannot approve it as shown. That being said, can the stairs be rotated so the treads go east/west? Could the stairs be set back into the existing wall? Maybe there are other options you could come up with so there is no pedestrian or ADA impacts. Please revise your plans accordingly.

If you have questions please contact me.

Have a great day.

Thanks,

Scott J. Thoresen, P.E.
Director of Public Works
City of De Pere
925 South Sixth Street
De Pere, WI 54115-1199

Office Phone (920) 339-8095
Cell Phone (920) 639-1003
Fax (920) 339-4071

Email: sthoresen@mail.de-pere.org
Facebook: [City of De Pere Facebook](#)

From: Daniel J. Roarty [<mailto:djroarty@dimension-iv.com>]
Sent: Monday, October 21, 2013 8:58 AM
To: Scott Thoresen
Cc: Ken Pabich; JON VERSTEGEN; 'Jerryvdh'; slsmits@dimension-iv.com
Subject: Main @ 5th: Stairs from building to Main Street Sidewalk

Good Morning Scott!

I was asked to put together a drawing for stair access from the Main @ 5th building to the Main Street sidewalk. Though I was asked to put together a "detailed" drawing; I am hoping the attached is satisfactory. More detail can be developed based on feedback from yourself and others.

Dan

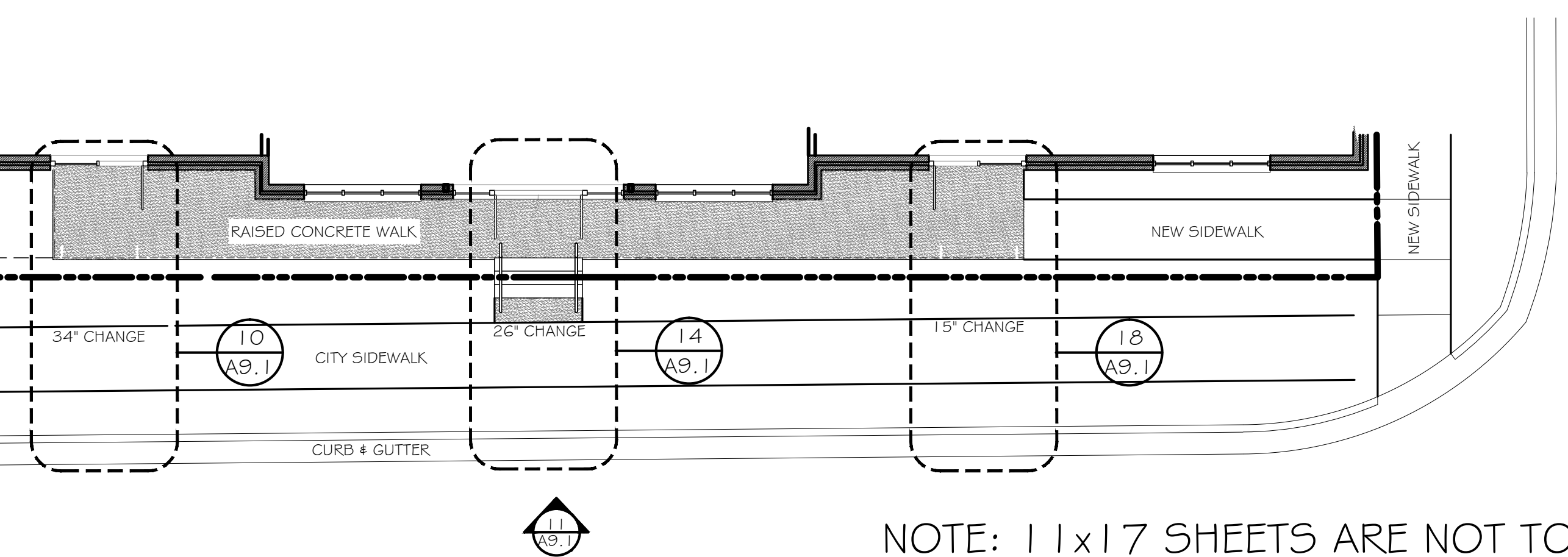
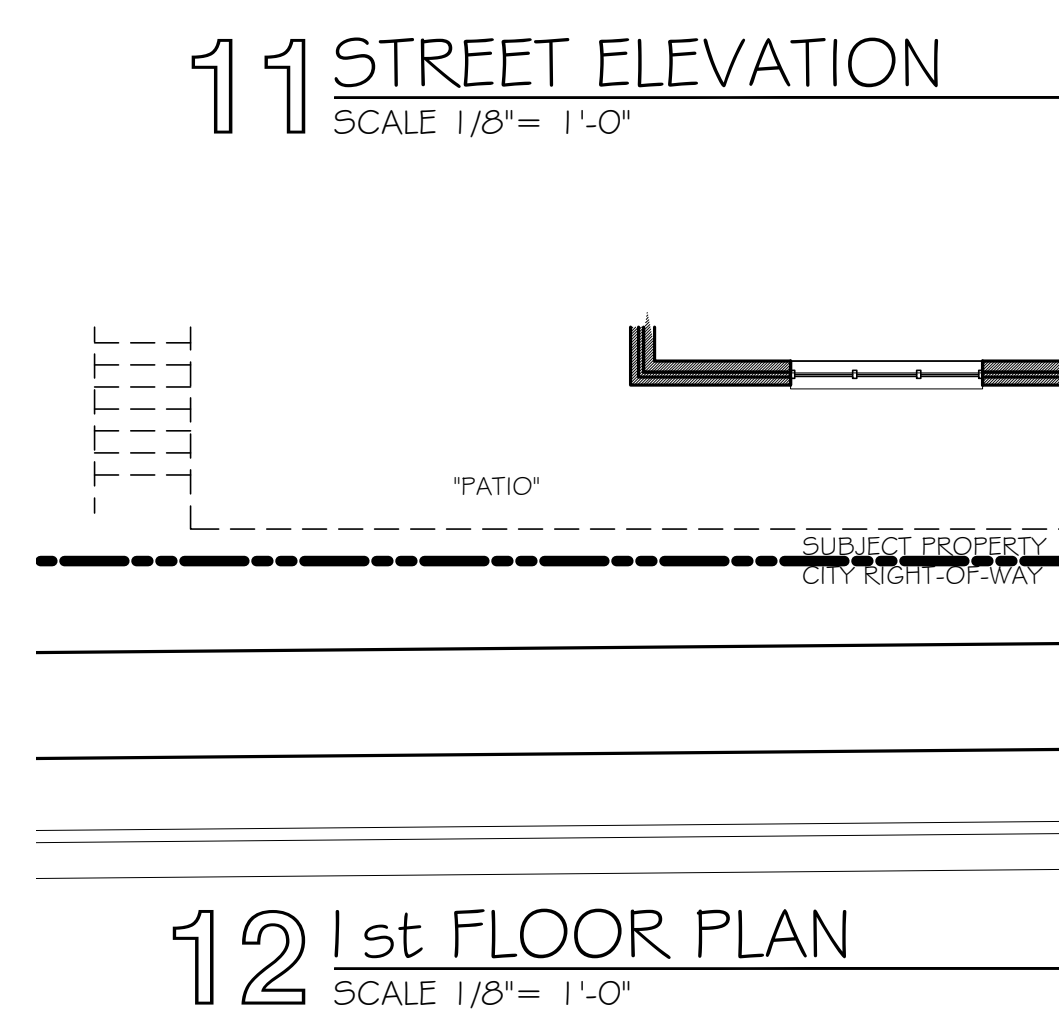
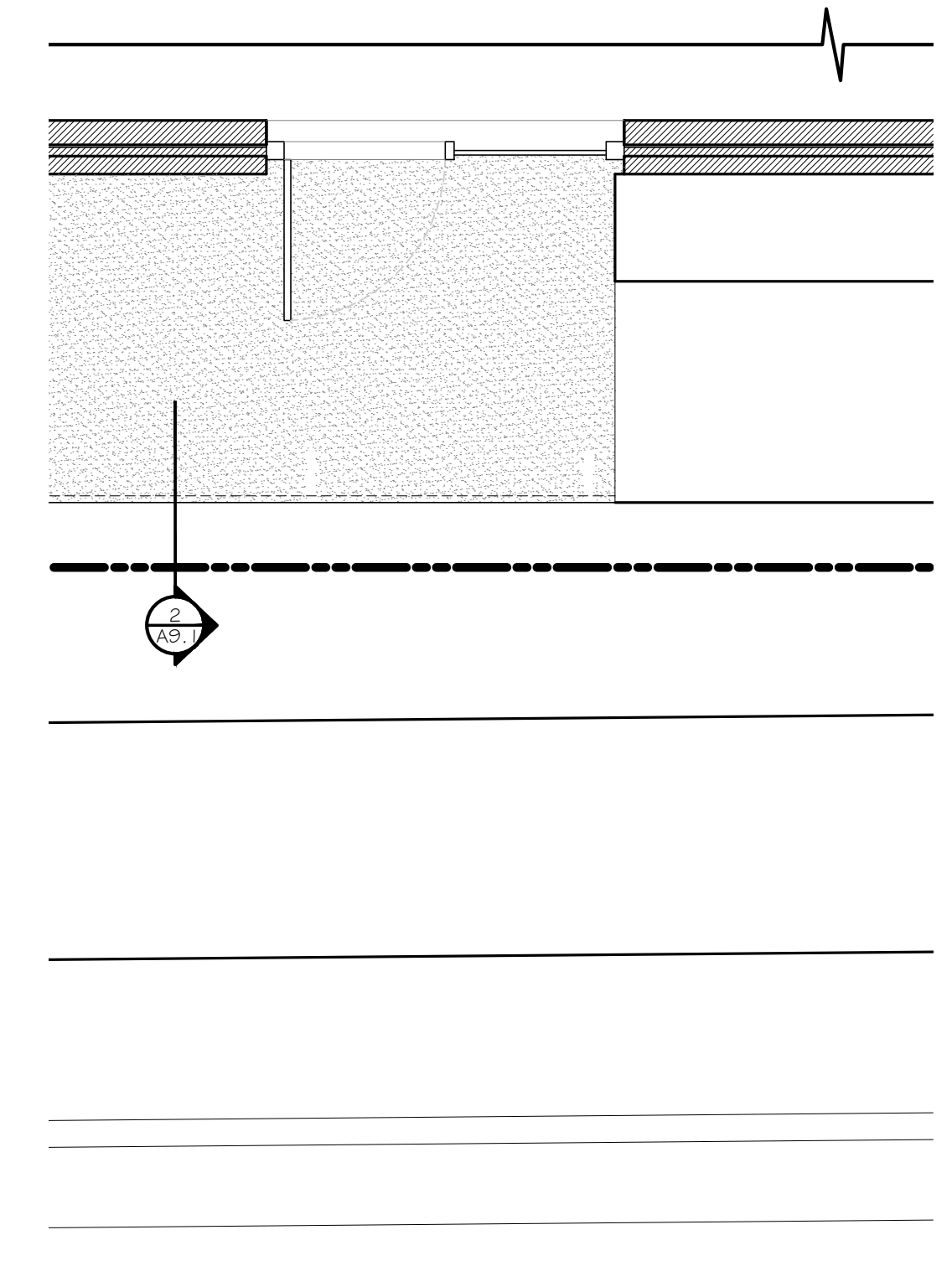
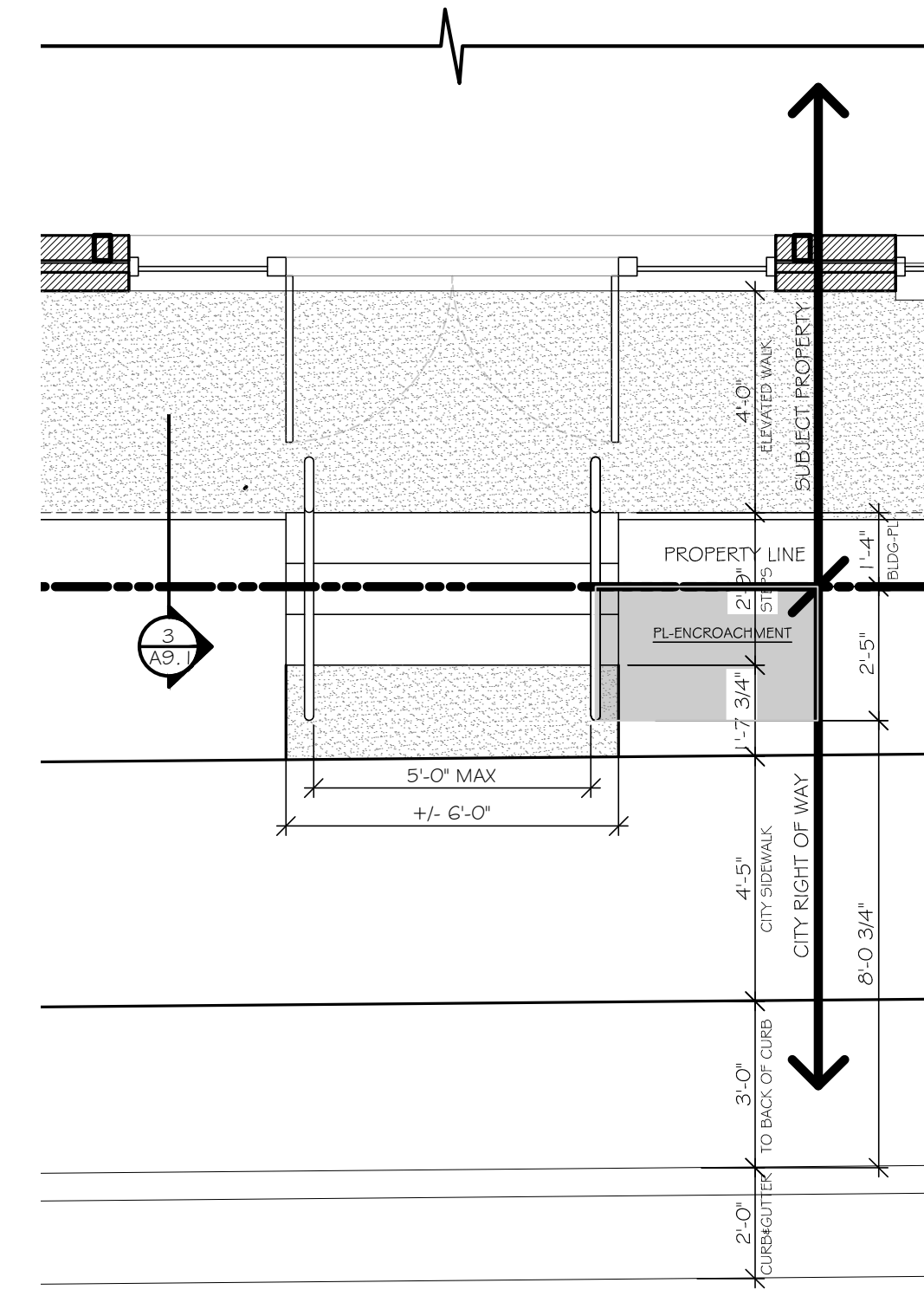
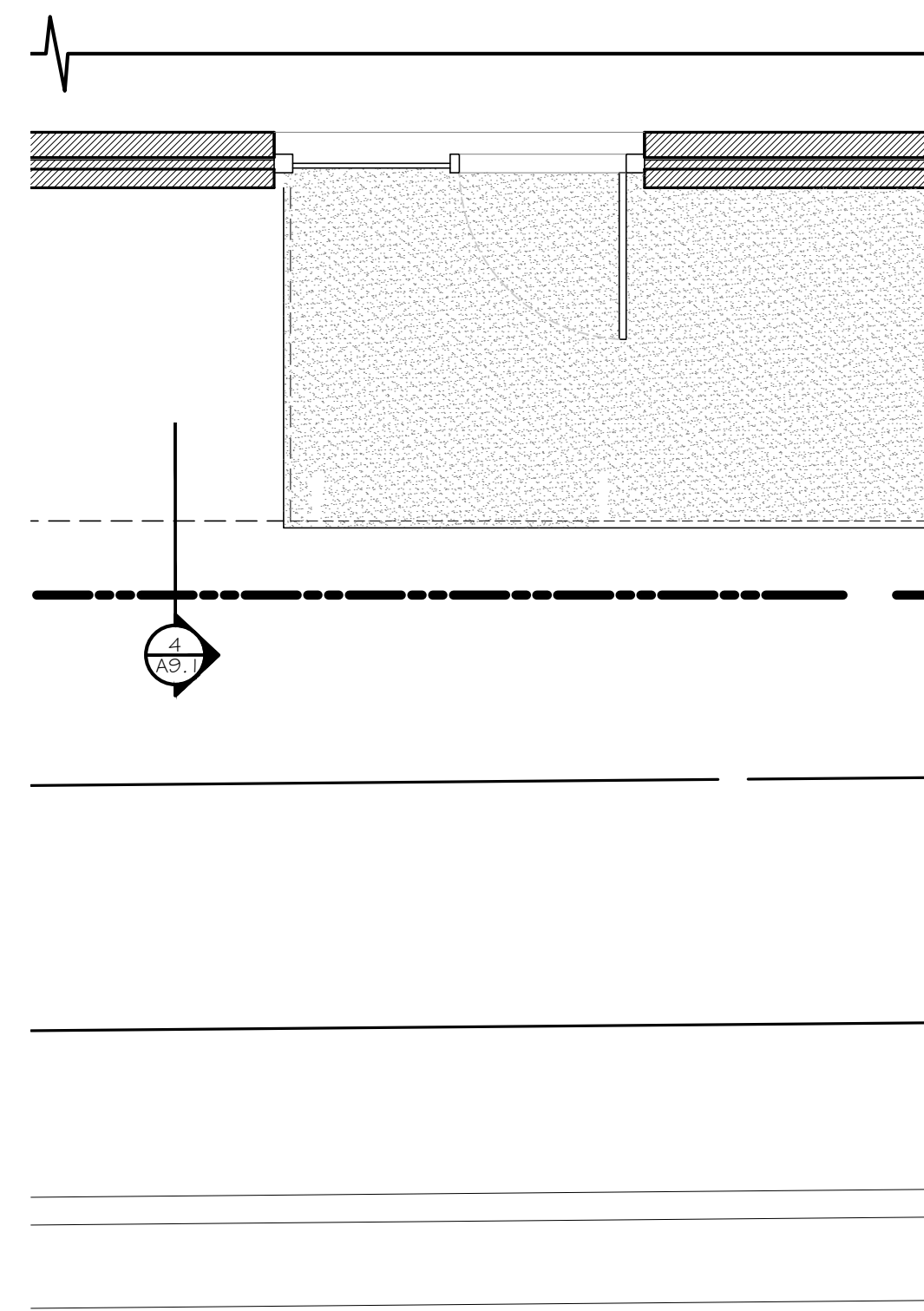
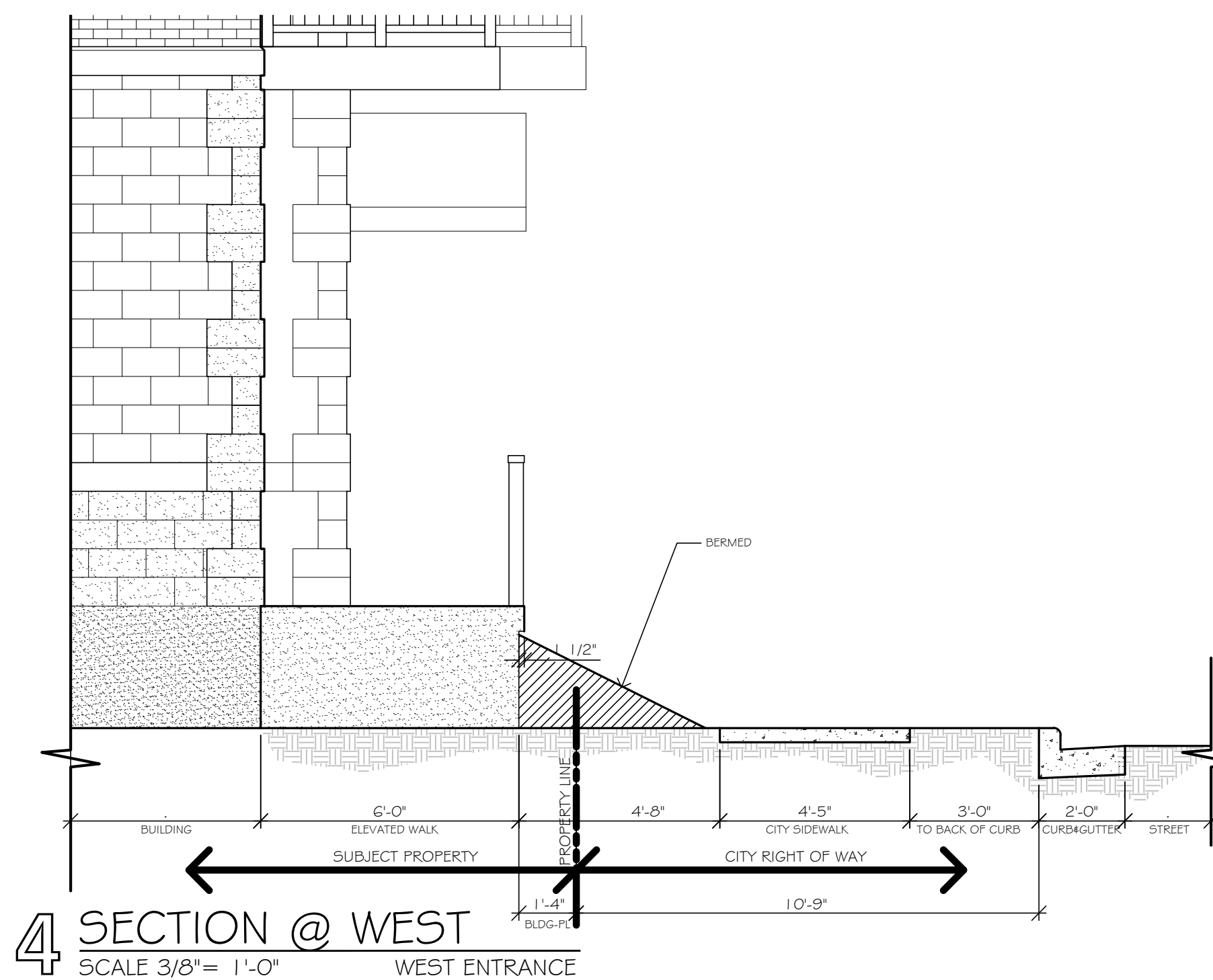
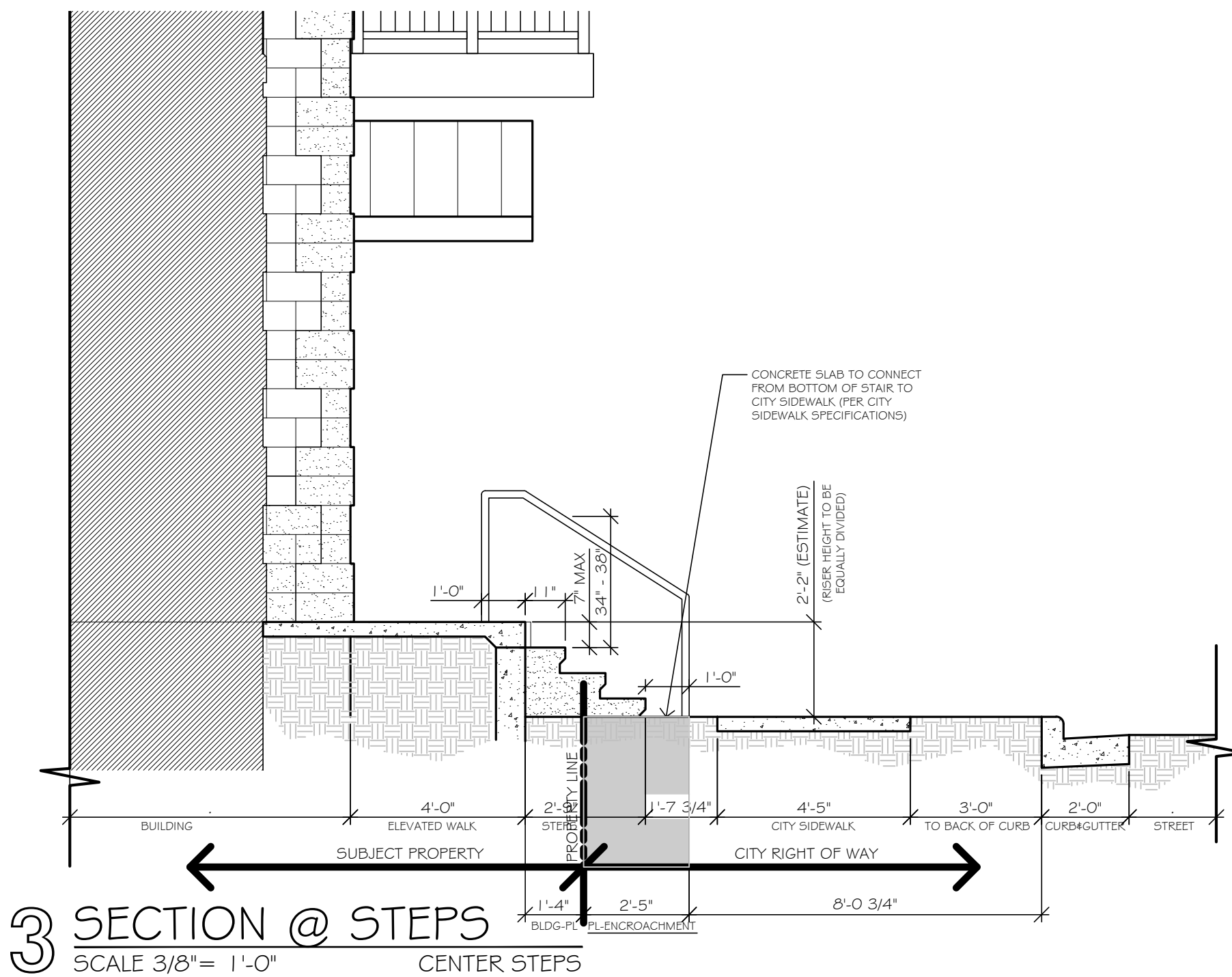
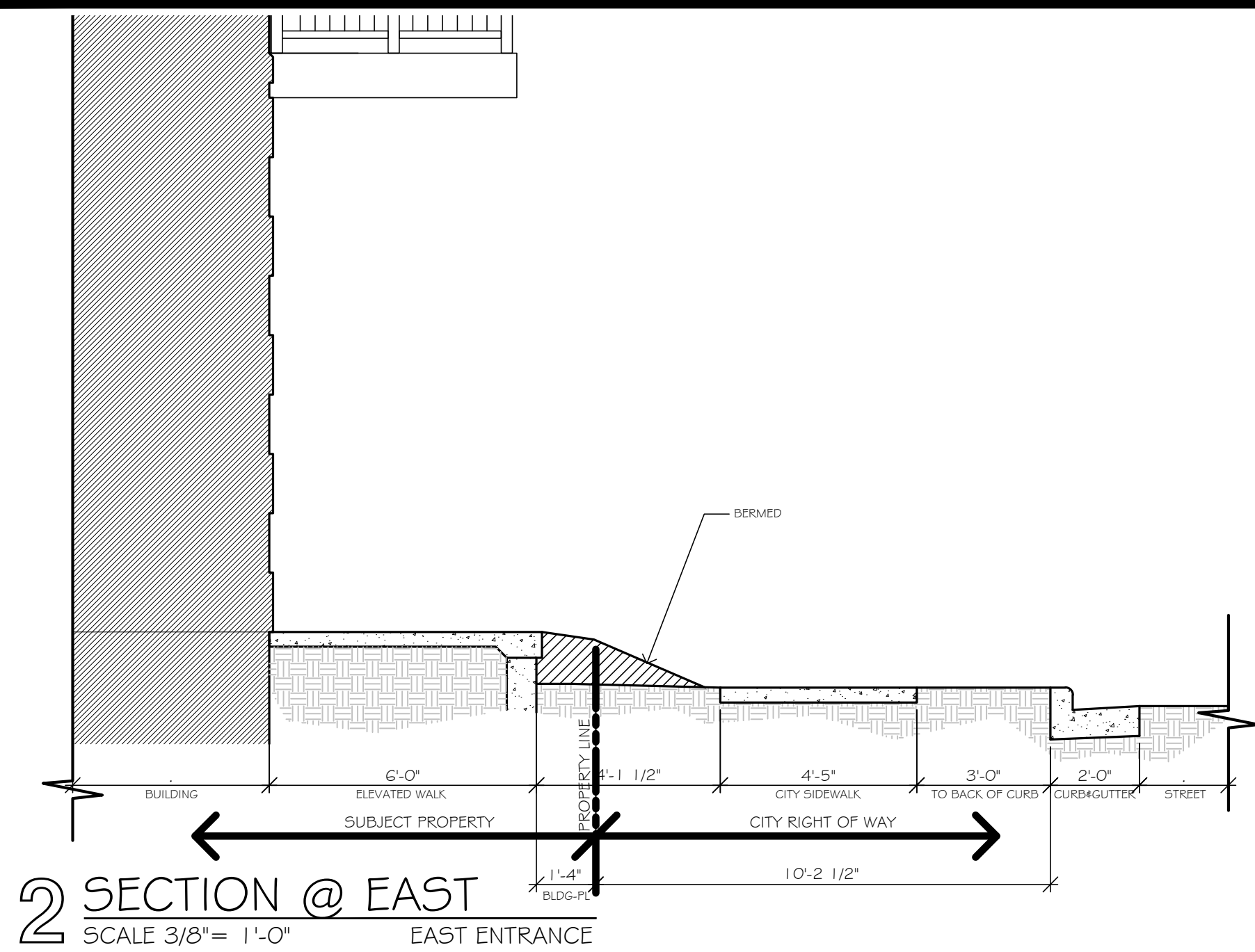
Daniel J. Roarty, AIA, LEED ® AP
President/Owner

DIMENSION IV

Planning, Architecture & Construction Administration

A Division of Idea House, Inc.
211 N. Broadway, Suite 204
Green Bay, WI 54303

Phone: 920.431.3444
Fax: 920.431.3445



3405 Wiggins Way
Green Bay, WI 54311
Phone: (920) 406-9903
Fax: (920) 406-9913
email: jonv.tpm@sbcglobal.net



REVISED:

PROPOSED BUILDING: MIXED USE
PROJECT NAME: MAIN at 5th
De Pere, Wisconsin
JON VERSTEGEN - ARCHITECT

DATE:
(Revised)
10/22/13

A
9.1r

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: November 11, 2013

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Consider Request for Installation of Terrace Walk at 2101 Ten Mile Drive

ATTACHMENTS:

- CI-BOPW-11-11-13-ROP-Terrace_Walk_TenMile Memo (PDF)
- Attachments for Installation of Terrace Walk Request at 2101 Ten Mile Drive (PDF)

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

Date: November 11, 2013

Subject: Consider Request for Installation of Terrace Walk at 2101 Ten Mile Drive

The Engineering Department received a request (see attached) from the property owner at 2101 Ten Mile Drive for approval of a sidewalk installed in the terrace to the street curb. A map showing the proposed location of the sidewalk has been included for your reference. The additional sidewalk in the terrace requires Board of Public Works approval per the following from the Ordinance:

Sec. 22-21. Terraces.

(a) Generally. "Terrace", as used in this section, means all that portion of any public way, street or highway right-of-way that is not paved or surfaced for vehicular traffic, not including boulevards. Every owner of land in the city whose land abuts any terrace is required to maintain, or have maintained by its tenant, the terrace directly abutting such land as follows:

(2) All that part of the terrace not covered by a sidewalk shall be kept free and clear of all noxious weeds, as defined in section 94-6(3), and shall not be paved, surfaced, or covered with any material which shall prevent the growth of plants and shall be maintained as a lawn, except in areas specifically approved by the board of public works.

Staff recommends the BOPW approve the installation of the sidewalk with the cost to be paid by the property owner.

Logical Home Design LLC

1401 Bismarck St.

Green Bay WI 54301

Doreen: 920-621-2800 Jeff :920-621-8834

Building Inspection Division.
DePere

10-20-2013

Re: 2101 Ten Mile Home Parcel # ED-2560

It has recently been brought to our attention, that a separate permit was needed to place concrete for a walkway from the sidewalk out to a mailbox.

We did not know this and had that walkway installed, we are asking for a "conditional use permit" to be issued, so the resident may use this walkway to get her mail, and an entrance to her home, etc.

Thank you for this consideration.



Doreen A. Phillips
Logical Home Design LLC



Memorandum

To: Board of Public Works

From: Eric Rakers, P.E., City Engineer

Re: Revocable Occupancy Permit – 2101 Ten Mile Drive

Date: November 11, 2013



Terrace Walk at 2101 Ten Mile Drive

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: November 11, 2013

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Consider Request for Installation of Terrace Walk at 516 N. Eighth Street

ATTACHMENTS:

- CI-BOPW-11-11-13-ROP-Terrace_Walk_Eighth Memo (PDF)
- Attachments for Installation Terrace Walk 516 N. Eighth St. (PDF)

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
Date: November 11, 2013
Subject: Consider Request for Installation of Terrace Walk at 516 N. Eighth Street

The Engineering Department received a request (see attached) from the property owner at 516 N. Eighth Street for installation of a sidewalk from the existing sidewalk at the property to the street curb. A map showing the proposed location of the sidewalk has been included for your reference. The additional sidewalk in the terrace requires Board of Public Works approval per the following from the Ordinance:

Sec. 22-21. Terraces.

(a) Generally. "Terrace", as used in this section, means all that portion of any public way, street or highway right-of-way that is not paved or surfaced for vehicular traffic, not including boulevards. Every owner of land in the city whose land abuts any terrace is required to maintain, or have maintained by its tenant, the terrace directly abutting such land as follows:

(2) All that part of the terrace not covered by a sidewalk shall be kept free and clear of all noxious weeds, as defined in section 94-6(3), and shall not be paved, surfaced, or covered with any material which shall prevent the growth of plants and shall be maintained as a lawn, except in areas specifically approved by the board of public works.

Staff recommends the BOPW approve the installation of the sidewalk with the cost to be paid by the property owner. The property owner will be required to hire a City licensed contractor.



516 N 8th St., Unit B ▪ DePere, WI 54115

PH: 920-351-0010 ▪ FX: 920-351-0055 ▪ www.tcdhomes.com

October 16, 2013

RE: Carriage Walk – 516 N. 8th St

Eric Rakers – City Engineer
City of DePere
925 S.Sixth St.
DePere, WI 54115

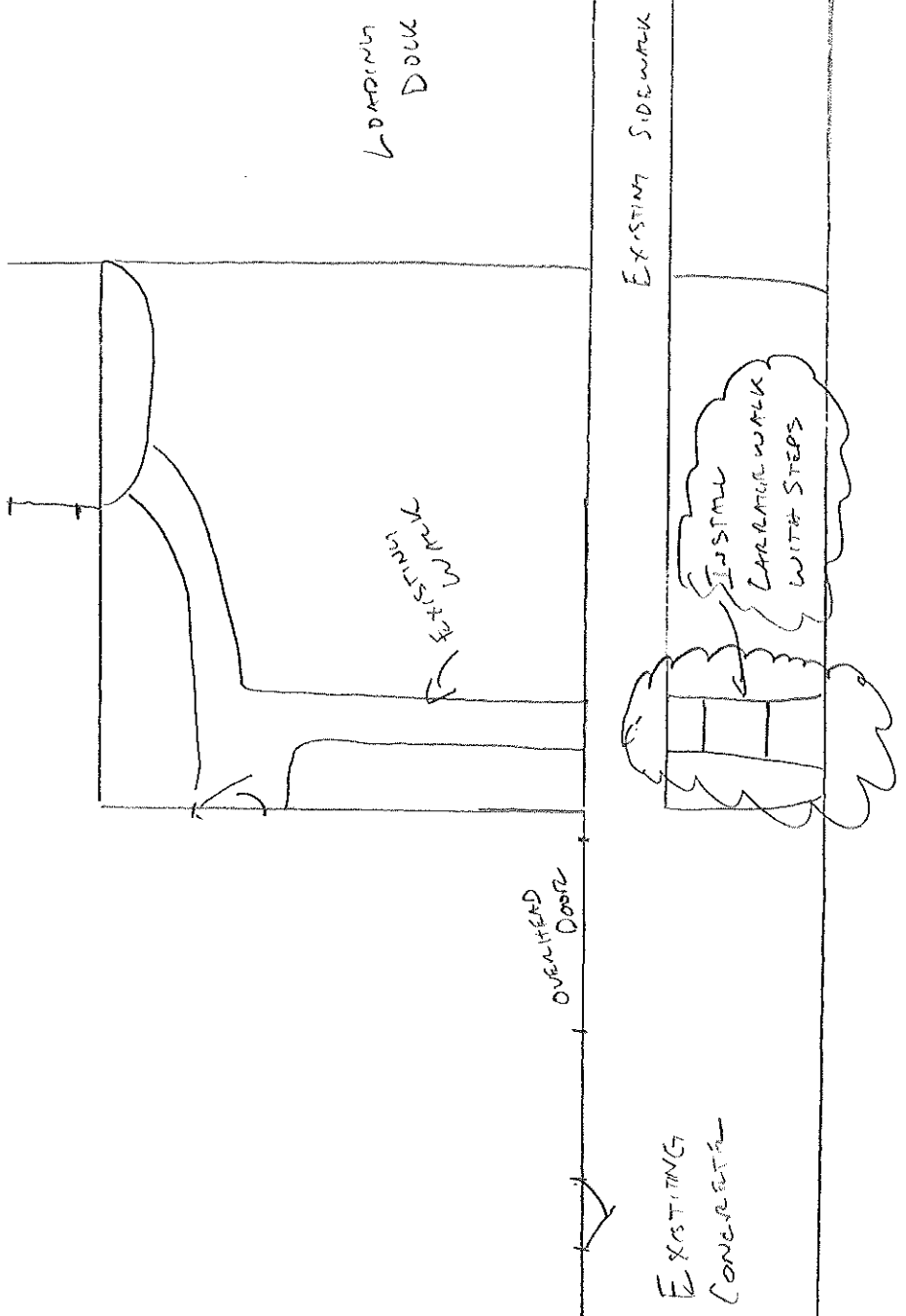
Hi Eric,

This letter is a follow up to our meeting on site Oct. 4. We have an issue with people slipping on the sidewalk located in the front of our building due to grade issues. We would like to basically have a carriage walk installed in the right of way before this winter to avoid injury liability. People use this sidewalk from the area, the mail carrier has fallen numerous times, and our tenants in the building are bringing up much concern. Sketch and picture attached with this letter.

Please forward this to the appropriate board for approval. Thank you!

Sincerely,

Mike Selner
Vice President
TCD Homes



516 N. 8th St.



City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: November 11, 2013

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Consider Celebrate De Pere Request for Public Works Department Services

ATTACHMENTS:

- Celebrate De Pere 110513 (DOC)
- Celebrate 2014 Letter to Public Works (DOC)

City of De Pere

Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works Committee
From: Scott J. Thoresen, Director of Public Works
Date: November 5, 2013
Subject: Consider Celebrate De Pere Request

Celebrate De Pere is requesting the City's street department to assist with setting up for their event for 2014.

The estimated costs for the street department is based on the proposed 2014 hourly wages and was based on set up and take down time we had for the 2013 event:

Labor:

4 Employees for three (3) days –

1 – Sign Maintenance Employee	25.17 x 24 hrs	\$ 604.08
35% Fringe Benefit	\$8.81 x 24 hrs.	\$ 211.44
3 – Truck Drivers	\$24.71 x 3 = \$74.13 x 24 hrs.	\$ 1,779.12
35% Fringe Benefit	\$8.65 x 3 = \$25.95 x 24 hrs.	\$ 622.80
Total Labor		\$ 3,217.44

Equipment:

1 – Bobcat for 8 hrs.	\$81.86 x 8 hrs.	\$ 654.88
2 – 1 Ton Dump Trucks for 3 days	\$10.62 x 2 = \$21.24 x 24 hrs	\$ 509.76
1 – Trailer for 8 hrs.	\$10.70 x 8 hrs	\$ 85.60
Total Equipment		\$ 1,250.24

10% Administration Fee

Sub-Total	\$ 4,467.68
	\$ 446.77
TOTAL	<u>\$ 4,914.45</u>

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

Attachment: Celebrate De Pere 110513 (1544 : Consider Celebrate De Pere Request for Public Works Department Services)



The Celebrate Committee, Inc.

Organizers of Celebrate De Pere

905 George Street #138
De Pere, WI 54115
www.celebratedepere.com

September 30, 2013

Board of Directors:

Brenda Gauger
President
920-336-9558
Cell: 920-366-3869

Carl Castelic
Vice President
920-227-3364

Gerard Ambrosius
Treasurer
920-336-7980
Cell: 920-362-7900

Kristina Ambrosius
Treasurer
Cell: 920-883-9227

Mark Hubert
Member-at-Large
Cell: 920-713-1443

Dennis Koltz
Member-at-Large

Rick Steeber
Member-at-Large

City of De Pere
Department of Public Works
Attn: Scott Thoresen, Director of Public Works Department
925 S. Sixth Street
De Pere, WI 54115

Dear Mr. Thoresen:

We, The Celebrate Committee, Inc., in our continuing effort to put on a festival that will showcase our City would like to petition the Public Works Department for the following services for the "Celebrate De Pere" 2014 festival:

1. Put up and take down the fence that surrounds the perimeter of Voyageur Park. The posts and orange fencing are stored at our storage shed (Heritage Lake Storage, located on Mid-Valley Drive, De Pere). The install would need to be done on Thursday, May 22nd, and Friday, May 23rd, with take down done on Tuesday, May 27th. We would also ask the Public Works Department to pickup and bring back these materials from our storage shed.
2. We would also need our front gate items and a pallet of electrical items to be delivered to Voyageur Park from our storage shed the morning of Thursday, May 22nd, and brought back on Tuesday May 27th.
3. Provide trash barrels to Voyageur Park. The Celebrate Committee Inc. will furnish the plastic trash bags.
4. Provide a 55-gallon drum to Voyageur Park to be used to dump any hot coals in.
5. Install the banner over Reid Street. The Celebrate Committee, Inc. will provide the banner. The Celebrate Committee, Inc. will also obtain the necessary permit.
6. We ask that these items be included along with the items that are included in the standard contract we signed with the Parks Department last year.

Members of our staff will be on vacation and available on Thursday, May 22nd, Friday, May 23rd and also on Tuesday, May 27th to assist your staff. The Celebrate Committee Inc. would like to thank the Public Works Department and the Parks Department in advance for all their help in making the 2013 a successful event. It was greatly appreciated! Attached is a letter outlining the recipients and dollar amount raised from the 2013 festival.

Thanking you in advance;

The Celebrate Committee, Inc.
Organizers of "Celebrate De Pere"

Attachment: Celebrate 2014 Letter to Public Works (1544 : Consider Celebrate De Pere Request for Public Works Department Services)

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: November 11, 2013

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Consider Matthew Tower Inspection Contract

ATTACHMENTS:

- Matthew Tower Inspection 110613 (DOC)
- Matthew Tower Inspection (PDF)

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
Date: November 6, 2013
Subject: Consider Matthew Tower Inspection Contract

The City is required by Wisconsin Statutes NR 811.08(5) to inspect their water storage facilities every five (5) years. The Matthew Tower was constructed in 1986 and was last inspected when the tower was painted in 2008

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

Utility Service Company, Inc., of Gleason, WI	= \$ 2,350
Dixon Engineering, Inc., of Hales Corner, WI	= \$ 2,385
Lane Tank Company, Inc., of Mosinee, WI	= No Bid
Classic Protective Coatings, Inc., of Menomonie, WI	= No Bid

Staff has recommends approving the quote from Utility Service Company of Gleason, WI in the amount of \$ 2,350. The 2013 water utility budget has \$10,000 allocated for the inspection.

Attachment: Matthew Tower Inspection 110613 (1553 : Consider Matthew Tower 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

November 5, 2013

Mr. Michael Olesen
Utility Service Company, Inc.
1201 H Richards Avenue
Watertown, WI 53094

RE: Request for Proposals
2013 Matthew Tower Inspection

Dear Mr. Olesen:

The City of De Pere is requesting a proposal from your firm to complete inspection of the Matthew Tower. The tower is a 500,000 gallon– single pedestal spheroid steel tank that was constructed in 1986. The height of the tower is 134.5 feet and the diameter of the tower is 56 feet. The tower was last inspected in 2008 when the tower's interior and exterior were painted. The City is required by Wisconsin Statutes NR 811.08(5) to inspect our water storage facilities every five (5) years. The interior of the tank for this inspection will require at a minimum a wet inspection

Scope of Work:

1. Review existing drawings and as-built of tower and any other pertinent information pertaining to the tower.
2. Conduct inspections of the tower to meet all Wisconsin Department of Natural Resources (WDNR) requirements.
3. Prepare a final report showing the results of the tower inspection. The report shall include a summary of the inspection and a list of any deficiencies in the tower. The written report will include photos for the tower 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 tower inspection activities by December 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 October 25, 2013. 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

UTILITY SERVICE

MIKE TROMBLY
N8196 COUNTY ROAD H
GLEASON, WI 54435
MOBILE 616-460-2246
FAX 478-987-2991
MTROMBLY@UTILITYSERVICE.COM
WWW.UTILITYSERVICE.COM



October 24, 2013

City of De Pere

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

Re: Matthew Water Tank Inspection Proposal

Scott:

Per your request, find enclosed an ROV Water Tank Inspection Proposal for your 500,000 gallon Pedisphere Tank. The proposal will cover a wet ROV Inspection of your water tank in accordance with WDNR guidelines for water tank inspections. We will also assess the **structural, sanitary, coatings, safety and security conditions** of your water tank.

I have also included for your review, a copy of our Liability Insurance Certificate and a Company Profile that highlights our capabilities. Utility Service is the nation's largest provider of Full Service Asset Management Programs for water storage vessels. We complete roughly 10,000 inspections annually and renovate over 1,400 tanks a year.

Once you have a chance to review the proposal, please sign, date and fax a copy to my office at: 478-987-2991.

Once I receive the signed proposal, we can coordinate a date and time that will work out best for both parties to complete the inspections.

In the meantime, should anything arise that needs my attention, please feel free to contact me at anytime.

Regards,

Mike Trombly
Water Systems Consultant
Utility Service Company Inc.
Mobile: 616-460-2246



UTILITY SERVICE COMPANY, INC.

535 Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069

Toll-free: 800-223-3695 | Fax: 478-987-2991

utilityservice.com

Date: October 24, 2013

Submitted by: Mike Trombly

Local Phone: 616-460-2246

SFID:

CN:

SO:

Proposal Submitted To: City of De Pere			Phone Number: 920-339-8095		Fax Number: 920-339-4071
Street Address: 925 South Sixth Street			Description of Work to be Performed: ROV Tank Inspection		
City: De Pere	State: WI	Zip Code: 54115	Tank Name: Matthew Tower		
Billing Contact Name (Invoicing): Scott J. Thoresen P.E.		Email: sthoresen@mail.de-pere.org		Job Site Address: Matthew Dr and Scheuring Rd	
Job Contact (Inspection Reports): Scott J. Thoresen P.E.		Email: sthoresen@mail.de-pere.org		County / Parish: Brown	Tank Size: 500,000
				Tank Style: Pedisphere	

Utility Service Co., Inc. agrees to provide all labor, equipment, and materials needed to complete the following:

1. A date shall be coordinated by both parties for the tank to be inspected by a Remote Operated Vehicle (ROV).
2. Inspection prices are based upon scheduling multiple visits in the area and we request flexibility in scheduling.
3. It is the Customer's responsibility to ensure that the safety conditions on the tank are up to code and that the ROV can be inserted into the tank with no obstructions.
4. All equipment entering the tank will be disinfected according to AWWA standards.
5. The tank exterior and interior will be inspected to assess the **Sanitary, Safety, Structural, Security, and Coatings conditions**. The interior inspection of the tank, as viewed by the ROV and associated equipment, will be recorded on a DVD during the inspection.
6. Exterior and interior paint samples will be taken and the samples will be analyzed at a certified laboratory to determine the total lead and chromium content of the existing coatings.
7. After all inspection work is completed, the tank will be sealed and made ready for service.
8. A comprehensive written report with color digital photographs will be submitted detailing the condition of the tank. A WDNR report will also be attached.
9. A representative of Utility Service Co., Inc. will scheduled a date with the Owner to present the inspection report and findings.
10. The above pricing is contingent on accessibility of the site and the ability of USG to perform tasks required unobstructed, and to complete the task in one full work day. (\$1,500.00 for each additional day)

Please sign and date this proposal and fax one copy to our office.

Two Thousand Three Hundred Fifty and -----00/100 Dollars \$2,350.00

Payment to be made as follows:

Payment in Full Completion of Work – plus all applicable taxes

Remittance Address: Utility Service Co., Inc., P O Box 674233, Dallas, TX 75267-4233

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized
USG Signature

Note:

This proposal may be withdrawn by us if not accepted within Sixty (60) days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Fiscal Yr Beginning Month _____

Signature _____

Date of Acceptance _____

Printed Name _____



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
02/29/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, INC. 445 SOUTH STREET MORRISTOWN, NJ 07962-1966 Attn: Morristown.certrequest@Marsh.com Fax 212-948-0979 100055-USG-GAWU-12-13	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):																					
INSURED UTILITY SERVICE CO., INC. P.O. BOX 1350 PERRY, GA 31069	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> </thead> <tbody> <tr> <td>INSURER A :</td><td>Travelers Prop. Casualty Co. Of America</td><td>25674</td></tr> <tr> <td>INSURER B :</td><td>N/A</td><td>N/A</td></tr> <tr> <td>INSURER C :</td><td>Travelers Indemnity Co</td><td>25658</td></tr> <tr> <td>INSURER D :</td><td></td><td></td></tr> <tr> <td>INSURER E :</td><td></td><td></td></tr> <tr> <td>INSURER F :</td><td></td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Travelers Prop. Casualty Co. Of America	25674	INSURER B :	N/A	N/A	INSURER C :	Travelers Indemnity Co	25658	INSURER D :			INSURER E :			INSURER F :		
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INSURER D :																						
INSURER E :																						
INSURER F :																						

COVERAGES

CERTIFICATE NUMBER:

NYC-005734274-07

REVISION NUMBER: 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		TC2J-GLSA-650G2458-12	03/01/2012	03/01/2013	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC					
A	AUTOMOBILE LIABILITY		TC2J-CAP-752G2989-TIL-12	03/01/2012	03/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS					
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	☐ OCCUR ☐ CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$
A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N N/A	TC2J-UB-116D8243-TIL - 12 (AOS) TRJ-UB-116D8255-IND-12 (AZ, MA, OR, WI)	03/01/2012 03/01/2012	03/01/2013 03/01/2013	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

EVIDENCE OF INSURANCE ONLY.

CERTIFICATE HOLDER

CANCELLATION

 UTILITY SERVICE CO., INC.
 PO BOX 1350
 PERRY, GA 31069

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

 AUTHORIZED REPRESENTATIVE
 of Marsh USA Inc.

Manashi Mukherjee

© 1988-2010 ACORD CORPORATION. All rights reserved.

**DIXON
ENGINEERING, INC.**

Suite 208
Hales Corners, WI 53130
Telephone (414) 529-1859
Fax (414) 529-3120

October 17, 2013

City of De Pere
925 South Sixth Street
DePere, WI 54115-1199
Attn: Scott J Thoresen, P.E.
Director of Public Works

RE: Request for Proposal response

Dear Mr. Thoresen,

Our package contains:

- 1) A proposal for a wet interior inspection, either dive or ROV style. The fee of \$2,385 is the same for either style inspection. The exterior will be examined concurrently.
- 2) An insurance certificate
- 3) Explanation of the inspection effort and method.
- 4) A flier of both Dive and ROV.
- 5) A reference list of DNR 5 year inspections completed recently.
- 6) Statement of Qualification, a short history of Dixon Engineering.

Dixon appreciates the opportunity to submit this response to your RFP. We did not present a drained tank inspection but would be available to present one if you so choose. Please don't hesitate to contact me if you have questions or concerns.

FOR DIXON ENGINEERING, INC

A handwritten signature in cursive script that reads 'James Orr'.

James Orr, Senior Project Manager
608-213-9163
jimorr@dixonengineering.net

Enc.



DIXON
ENGINEERING, INC.

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

**Proposal/Contract Agreement
for Elevated Water Storage Tank/Reservoir
500,000 gallon spheroid, Matthew Tower, 49-05-11-03**

The agreement is between Dixon Engineering, Inc. (DIXON) and the Village of De Pere, Wisconsin (OWNER) to contract with DIXON for technical services for the 500,000 gallon Maintenance Inspection by Dive or 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 lump sum of Two Thousand, Three Hundred, Eighty Five dollars (\$2,385). 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

Maintenance Inspection Services by Dive or ROV per Schedule A

3.01 SIGNATURES

James Orr, Senior Project Manager

PROPOSED by DIXON (Not a contract until approved by an officer)

October 17, 2013

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

*Maintenance Inspection (Dive or ROV)
500,000 gallon spheroid, Matthew Tank, 49-05-11-03
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 Professional:

1. Inspect the tank's interior coating for remaining intactness and anticipated life. Review all interior girders and appurtenances for possible structural damage from icing or corrosion.
2. Review all interior surfaces for corrosion and/or damage, and qualify damage for repairs. All repairs are to be quantified by extrapolation of a measured area. All quantities are estimates (usually high) because corrosion will continue between inspection and repair.
3. Inspect the exterior coating.
4. Review all exterior appurtenances for damage due to corrosion.
5. Review all safety requirements for ladders, cages, etc., interior and exterior.
6. Review all health aspects of the tank, including screening of the vent, overflow pipe, and other possible contamination sources.
7. Review the exterior of the exposed foundations.
8. Prepare a report documenting all items found and recommendations for repair, including budgetary items. The engineering report is to include: Conclusions and recommendations, base report, digital photographs with descriptions, an edited inspection video on DVD, and a field inspection report.

SCHEDULE B*Maintenance Inspection (Dive or ROV)**500,000 gallon spheroid, Matthew Tank, 49-05-11-03**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 \$2,385.
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,	\$135 per diem (may be increased based on location)	\$125 per diem
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, 2014

Revised 08/12



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 10/17/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Blick Dillon Insurance 123 N Mitchell St P.O.B. 389 Cadillac, MI 49601 Pete Suminski		231-775-3416 231-775-0817	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): EMAIL: ADDRESS:																					
INSURED Dixon Engineering Inc William Dixon 1104 3RD Ave Lake Odessa, MI 48849-1191		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Auto Owners Insurance Company</td> <td>18988</td> </tr> <tr> <td>INSURER B:</td> <td>Travelers Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td>US Specialty Insurance Company</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Auto Owners Insurance Company	18988	INSURER B:	Travelers Insurance Company		INSURER C:	US Specialty Insurance Company		INSURER D:			INSURER E:			INSURER F:		
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU GENL AGGREGATE LIMIT APPLIES PER ☐ POLICY ☒ PROJECT ☐ LOC	X		33007656	11/01/13	11/01/14	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			9536751602	07/01/13	07/01/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ WAIVED			9536751603	11/01/13	11/01/14	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in MI) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	6JUB5B53814-2-13	10/13/13	10/13/14	☒ WC STATUTORY LIMITS ☒ OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Professional Lib			USS1324111 \$25,000 DEDUCTIBLE	07/01/13	07/01/14	Ea Claim 1,000,000 Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

When required by written contract or agreement, Certificate Holder is included as Additional Insured for Commercial General Liability only.

CERTIFICATE HOLDER

CANCELLATION

CIDE006

 City of De Pere
 Scott Thoresen, DPW
 925 South Sixth Street
 De Pere, WI 54115

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: November 11, 2013

DEPARTMENT: Board of Public Works

FROM: Scott Thoresen

SUBJECT: Consider Postage Machine Lease for the Municipal Service Center

ATTACHMENTS:

- Postage Machine Lease (PDF)



Memorandum

To: Honorable Mayor Walsh
Members of the Board of Public Works

From: Scott J. Thoresen
Director of Public Works

Re: Postage Machine Lease

Date: November 7, 2013

The current postage machine lease (\$89.00 per month) at the Municipal Service Center is coming due on January 12, 2014. Attached and listed are the two quotes received, one is from Mail Finance and the other from Pitney Bowes. Staff tried to obtain three quotes but found these companies are the only companies that carry postage machines.

NAME	TYPE	MONTHS	MONTHLY TOTAL	YEARLY TOTAL
Mail Finance	Refurbished	63 months	\$104.93	\$1259.16
Mail Finance	New	12 months 48 months	\$104.90 \$140.90	\$1604.52 (average over 60 months)
Pitney Bowes	Refurbished	60 months	\$115.56	\$1386.72
Pitney Bowes	New	60 months	\$130.54	\$1566.48

Staff is recommending going with the lease from Mail Finance on a refurbished machine. The Hasler Machine is the current postage machine being used at the Municipal Service Center and at the City Hall. The funding for the lease comes out of the following accounts: 40% general fund, 20% storm water utility, 20% water utility and 20% sewer utility.

MailFinance

A Neopost USA Company

Product Lease Agreement with Meter Rental Agreement

Section (A) Dealer Information

Dealer Office Number: 6230	Dealer Office Name: Badger Mailing & Shipping	Phone #: 920 235 5528	Date Submitted:
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Section (B) Billing Information

Company Name (Full legal name): City of De Pere		
DBA:		
Billing Address: 926 S 6th St.		
Billing City: De Pere	State: WI	Zip Code + 4: 54115
Billing Contact Name: Shana Defnet	Contact Phone Number: 920 339 4050	
Billing Contact Title:	Contact Fax Number:	
Billing Contact email Address: sdefnet@mail.de-pere.org	Purchase Order Number:	

Section (C) Installation Information (if different than Billing Information)

Company Name (Full legal name):		
DBA:		
Installation Address (No PO Boxes or General Delivery):		
Installation City:	State:	Zip Code + 4:
Installation Contact Name:	Phone Number:	
Installation Contact Title:	Fax Number:	
Installation Contact email Address:		

Section (D) Products

Quantity	Model / Part Number	Description (Include Serial Number, if applicable)	☐ See additional listed products on attached continuation schedule.
1	IM440RMP	Remanufactured Promo #13-Q3-RMS1L	
2			
3			
4			
5			

Section (E) Lease Payment Information & Lease Payment Schedule

Tax Status: ☐ Taxable ☒ Tax-Exempt. <i>Certificate attached.</i> Billing Frequency: ☐ Monthly ☒ Quarterly ☐ Annually Billing Method: ☒ Standard ☐ Government Payment in Arrears	Period	# of Months	Monthly Payment (plus applicable taxes)
	First	63	104.93
	Next		
	Next		
	Next		
	Next		
Current Lease Number:			
New Lease Number:			

Section (G) Postage Meter & Postage Funding Information

Main Post Office Name: De Pere	Post Office 5-Digit Zip Code: 54115
Postage Funding Method: ☒ Bill Me ☐ Prepay by Check ☐ ACH Debit Attach ACH Authorization Form	☐ OMAS / CPU OMAS Agency Code Attach USPS CPU Authorization Letter Postage Funding Account: ☐ POC ☒ TMS ☐ New ☒ Existing Existing Account Number 224594

Section (H) Services

Rate Protection: ☒ Online Postal Rates ☐ RCP (Shipped Update) ☐ None	Covered Product: ☐ Online Postal Expense Management ☐ Online E-Services ☐ Online E-Services with Electronic Return Receipt
Software: ☐ Software Advantage	Covered Product:
Dealer Services: ☒ Maintenance	☒ Installation / Training

Section (F) ACH Direct Debit for Lease Payments (Attach Voided Check)

Bank Name	Bank Contact Name
Bank City, State	Bank Contact Phone Number
Bank Routing Number	Bank Account Number

Section (I) Approval

Existing customers who currently fund the Postage account by ACH Debit will not be converted to neoFunds/TotalFunds unless initiated here _____.

This document consists of a Product Lease ("Lease") with MailFinance Inc.; and a Postage Meter Rental Agreement ("Rental Agreement"), and an Online Services and Software Agreement with Neopost USA Inc.; and a neoFunds/TotalFunds Account Agreement with Mailroom Finance, Inc. Your signature constitutes an offer to enter into the Lease and, if applicable, the other agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version DealerLease-06-13.pdf), which are also available at <http://www.neopostusa.com/terms/DealerLease-06-13.pdf>, and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

Authorized Signature

Print Name and Title

Date Accepted

Accepted by Neopost USA and its Affiliates

Date Accepted

MOVING YOUR MAIL

IM440



Streamline Operations.
Simplify Processing.

HASLER*America's better choice.®*

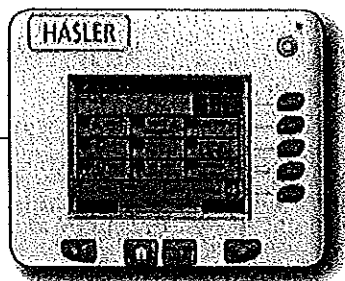
IM440

MOVING YOUR MAIL

When it comes to getting a job done, thriving businesses count on reliable processes that add value and streamline performance. The Hasler IM440 delivers practical solutions that offer maximum versatility to give you the results you need.

With the Hasler iMeter™ postage meter and powerful Apps to manage your business, the IM440 is always ready to handle the mail processing needs of your business.

Easy to operate and convenient to use, this system with whisper-quiet operations is fast and efficient. Plus, with the smallest footprint in its category, you'll appreciate the sleek ergonomic design that easily integrates into your business environment.



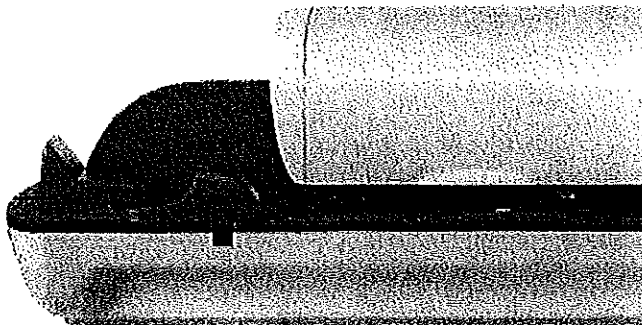
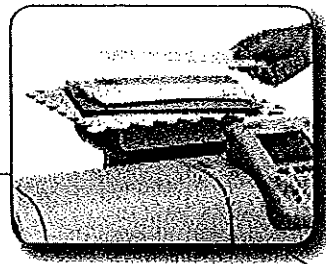
UNDERSTANDING RATES HAS NEVER BEEN EASIER

Don't be confused by postal rates. Let the IM440 Rate Wizard give you a hand. Save time and eliminate keystrokes when selecting the mail class you need from the IM440 shortcut keys. From single envelopes to larger packages, you have the flexibility you need to weigh and manage your mail with ease.



FAST, ACCURATE WEIGHING AND RATING

Using Differential Weighing, simply place all your mixed weight mail on the weighing platform, remove an envelope and the correct rate is calculated. With Smart Start technology, each time an envelope is removed from the weighing platform in differential weighing mode, the auto feeder starts and is ready to process mail or automatically dispense a Secure Stick postage label.



NEVER OUT OF INK

Managing ink couldn't be easier. The IM440 uses a long-life cartridge and prints a smaller indicia barcode, IBI Lite, which optimizes ink yield and minimizes replenishment. Low ink email alerts can be set up through your secure Hasler online account, ensuring you know when it's time for reordering. And the Click n' Snap design of the cartridges makes change-over simple.

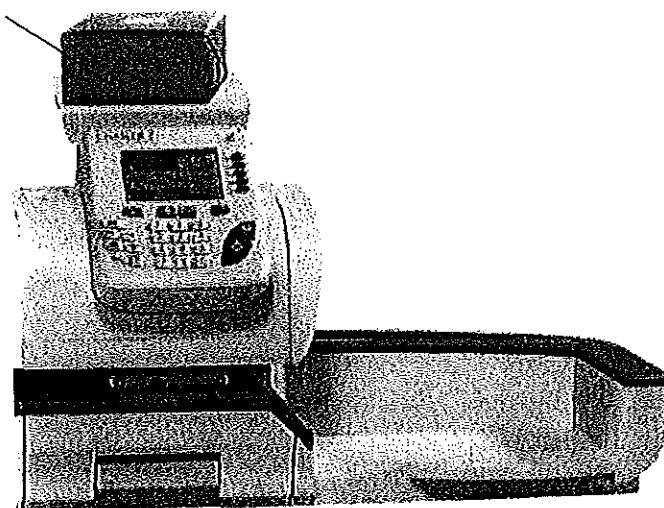


SMART AND FRIENDLY OPERATIONAL CONTROL

An intelligent operating panel that puts even the casual operator in control with a dashboard overview and simple-to-use navigational menu.



Eliminate errors and improve productivity with a host of smart functions and effortless menu prompts that deliver the fully loaded features of the IM440.



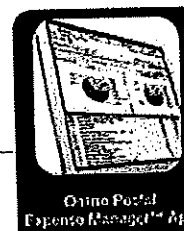
HASLER IMETER™ POSTAGE METER AND BUSINESS APPS

The Hasler iMeter™ postage meter is an internet connected smart device that provides functionality above the traditional postage meter. The IM440 and Hasler iMeter™ are connected online to help you better manage your mailing operations and control costs. Low ink email alerts keep you abreast of your ink usage and simplify ink cartridge reordering. With the IM440, postal rate changes are hassle-free thanks to direct rate downloads, which ensure full postal compliance.

POSTAGE EXPENSE MANAGEMENT APPS - YOUR KEY TO SAVINGS

Take control of your postage expenses. From basic to enhanced reporting, the IM440 offers a host of expandable Apps to meet the needs of your business. The Online Postal Expense Manager™ App provides postage usage trends by department, time period and postal class, which helps with budget planning. Reports can be viewed as graphical snapshots, and all postage usage data can be easily exported into Excel for additional analysis and reporting.

The Hasler Postal Accountant App delivers the detailed reports you need to track, analyze, allocate, forecast and consolidate your mail processing activity. Automatic alerts and the ability to set budget limits help you monitor costs and control overspending. Viewing and reporting can be done for a single location or an integrated multi-site enterprise.



TRACK, CONFIRM AND SAVE

Using the E-Services with Electronic Return Receipt™ App, you will save money by applying USPS® discounted rates for eDelivery Confirmation™, eSignature Confirmation™, and eCertified with Electronic Return Receipt™. Email alerts and

online access save time by helping you monitor, track, and confirm important items, while providing the most accurate data.



WE'VE GOT YOU COVERED

Hasler customer support is there for you with nationwide factory-trained, USA-based technicians who are ready to assist. With the Remote Diagnostics App, our technicians are able to quickly analyze and troubleshoot any issues or concerns you may have, ensuring you sustain maximum uptime.



MOVING YOUR MAIL

PERFORMANCE ASSURED

- Ergonomically designed control panel and menu screen
- Quick and easy menu selection
- Whisper-quiet operation
- Automatic feeder with sealer for fast, hands-free batch processing
- Weigh platforms with 5, 10, 30, or 70 lb. capacity
- Integrated automatic label dispenser
- Differential Weighing for fast, accurate rating and processing

EFFICIENCY OPTIMIZED

- Smart Start technology with Differential Weighing eliminates keystrokes and saves time
- Shortcut keys increase operational efficiency
- **Postal Rates App** provides automatic delivery of updates when the Postal Service™ announces changes in rates, delivery service fees or postal zones
- **Remote Diagnostics App** provides remote technicians access to system information for quick support

COST CONTROL

- PIN code authorization helps control usage
- Default postage value helps eliminate accidental mis-posting
- Allocate and track postage usage by department or user
- **Online Postal Expense Manager™ App** provides online access to detailed postage usage by department, class or time period
- **Hasler Postal Accountant App** delivers reports that help users track, analyze, allocate, forecast and consolidate mail processing activity. Postal Accountant tracks and reports up to 10,000 accounts for a single location or multi-site enterprise
- **Commercial Rates App** reduces postage costs by qualifying for discounted rates when mailing Priority Mail® and Express Mail®
- **E-Services App** provides cost savings, track and trace capability, and reporting when processing mail using eDelivery Confirmation™ and eSignature Confirmation™ services
- **E-Services with Electronic Return Receipt™ App** for eCertified Mail™ eliminates the green card and saves time and money by providing consolidated online access with email alerts
- **TotalFunds™ App** adds additional convenience and flexibility with download now, pay later postage

IM440 SPECIFICATIONS

OPERATIONAL EFFICIENCY

- Speed (batch processing): Up to 110 kpm
- Envelope minimum / maximum: 3.5" x 5" / 10" x 13"
- Envelope thickness: 1/2"
- Envelope orientation: Landscape or portrait
- Internal tape dispenser: Automatic
- Differential Weighing: Optional

MAIL QUALITY & SECURITY

- Advertising slogans: 8 Standard / 2 open
- Personalized text messages: 10 Custom
- Postal mail class inscriptions: Automatic
- Incoming mail date stamp: Yes

BUDGET OPTIMIZATION

- Account tracking: 25 depts. standard / Up to 100 optional
- Hasler Postal Accountant App: Up to 10,000 depts.
- Commercial Rates App: Yes
- TotalFunds™ App: Yes
- Meter indicia: IBI Lite

ONLINE MANAGEMENT

- Postal rate change updates: Via download
- Online postage usage reporting: Yes
- Enhanced online reporting: Optional
- E-Services App: Optional
- E-Services with Electronic Return Receipt™ App: Optional
- Low ink email alerts: Yes

PERIPHERALS

- Weighing platforms: 5, 10, 30, or 70 lb.
- USB barcode scanner: Yes
- Report printer: Inkjet
- USB flash drive: Yes

SYSTEM DIMENSIONS (L x D x H)

- Mailing system: 33" x 12" x 15"
- Mailing system with catch tray: 46" x 12" x 15"

HASLER PRODUCTS AND SERVICES

For a demonstration or more information, please contact your local Hasler dealer, or email info@haslerinc.com

HASLER

800.995.2036
www.haslerinc.com

Hasler's network of independent dealers provides sales, service, and support throughout North America.

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USPS®, Express Mail®, Priority Mail®, eDelivery Confirmation™, eSignature Confirmation™, the Delivery Confirmation™ label, the Signature Confirmation™ label, eCertified Mail™, and Electronic Return Receipt™ are among the many trademarks of the U.S. Postal Service.



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SERVICE • INTEGRITY • PASSION
ISO 14001 and OHSAS 18001
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- | | |
|-------------------------|-----------------------------|
| • Mailing Systems | • Document Management |
| • Postal Scales | • Mail Center Management |
| • Folders and Inserters | • Postal Accounting |
| • Address Printers | • Mail Sorting and Tracking |
| • Tabbers | • Service and Supplies |
| • Letter Openers | • Leasing Services |



HASLER

WSCA/NASPO "Purchase" Orders

Documentation must consist of one of the following:

- Purchase Order made payable to Neopost USA Inc. (address on following page)
 - You must reference the current WSCA/NASPO contract number ADSP011-00000411-4 on the purchase order
- Government purchase card (P-card) or credit card authorization letter submitted with signed copy of contract/bid or government order form.

WSCA/NASPO "Lease" Orders

All leases will be through MailFinance Inc. Documentation must consist of the following:

- Purchase Order made payable to MailFinance Inc. MailFinance: 478 Wheelers Farms Rd Milford, CT 06461
- You must reference the current WSCA/NASPO contract number ADSP011-00000411-4 on the purchase order
- A lease worksheet with a breakdown that must match WSCA/NASPO pricing.
- Ensure that the entire term of the lease is located on the purchase order. **The total dollar amount most often will be for one year but it is important for your customer to put the following phrase in the body of the purchase order: "The pricing for months 1-12 is \$ _____. The pricing for months 13 - XX is \$ _____."**
- The approved WSCA/NASPO lease rates are as follows:

Fair Market Value (FMV)	36	48	60
	0.0337	0.0269	0.0228
Lease to Own Program (LTOP)	36	48	60
	0.0322	0.0253	0.0212

Ordering Addresses:

Purchased Equipment	Leased Equipment
Neopost USA Inc.	MailFinance Inc.
Attn: Government Sales	Attn: Government Sales
478 Wheelers Farms Rd.	478 Wheelers Farms Rd.
Milford, CT 06461	Milford, CT 06461
Tel: 203-301-3400	Tel: 866-448-0045
Fax: 203-301-2600	

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MailFinance

A Neopost USA Company

Product Lease Agreement with Meter Rental Agreement

Section (A) Dealer Information

Dealer Office Number: 6230	Dealer Office Name: Badger Mailing & Shipping	Phone #: 920 235 5528	Date Submitted:
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Section (B) Billing Information

Company Name (Full legal name): City of De Pere		
DBA:		
Billing Address: 926 S 6th St.		
Billing City: De Pere	State: WI	Zip Code + 4: 54115
Billing Contact Name: Shana Defnet		Contact Phone Number: 920 339 4050
Billing Contact Title:		Contact Fax Number:
Billing Contact email Address: sdefnet@mail.de-pere.org		Purchase Order Number:

Section (C) Installation Information (if different than Billing Information)

Company Name (Full legal name):		
DBA:		
Installation Address (No PO Boxes or General Delivery):		
Installation City:	State:	Zip Code + 4:
Installation Contact Name:		Phone Number:
Installation Contact Title:		Fax Number:
Installation Contact email Address:		

Section (D) Products

	Quantity	Model / Part Number	Description (Include Serial Number, if applicable)	☐ See additional listed products on attached continuation schedule.
1	1	IH600AF	WCSA Mail machine	
2	1	IHWP5	WCSA Weigh Platform	
3				
4				
5				

Section (E) Lease Payment Information & Lease Payment Schedule

Tax Status: ☐ Taxable ☒ Tax-Exempt. <i>Certificate attached.</i> Billing Frequency: ☐ Monthly ☒ Quarterly ☐ Annually Billing Method: ☒ Standard ☐ Government Payment In Arrears	Period	# of Months	Monthly Payment (plus applicable taxes)
	First	12	104.90
	Next	48	140.90
	Next		
	Next		
Current Lease Number:			
New Lease Number:			

Section (G) Postage Meter & Postage Funding Information

Main Post Office Name: De Pere	Post Office 5-Digit Zip Code: 54115
Postage Funding Method: ☒ Bill Me ☐ Prepay by Check ☐ ACH Debit <i>Attach ACH Authorization Form</i>	☐ OMAS / CPU OMAS Agency Code <i>Attach USPS CPU Authorization Letter</i> Postage Funding Account: ☐ POC ☒ TMS ☐ New ☒ Existing Existing Account Number 224594

Section (H) Services

Rate Protection: ☒ Online Postal Rates ☐ RCP (Shipped Update) ☐ None	Covered Product:
IMeter Apps: ☐ Online Postal Expense Management ☐ Online E-Services ☐ Online E-Services with Electronic Return Receipt	
Software: ☐ Software Advantage	Covered Product:
Dealer Services: ☒ Maintenance ☒ Installation / Training	

Section (F) ACH Direct Debit for Lease Payments (Attach Voided Check)

Bank Name	Bank Contact Name
Bank City, State	Bank Contact Phone Number
Bank Routing Number	Bank Account Number

Section (I) Approval

Existing customers who currently fund the Postage account by ACH Debit will not be converted to neoFunds/TotalFunds unless Initialed here _____

This document consists of a Product Lease ("Lease") with MailFinance Inc.; and a Postage Meter Rental Agreement ("Rental Agreement"), and an Online Services and Software Agreement with Neopost USA Inc.; and a neoFunds/TotalFunds Account Agreement with Mailroom Finance, Inc. Your signature constitutes an offer to enter into the Lease and, if applicable, the other agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version DealerLease-06-13.pdf, which are also available at <http://www.neopostusa.com/terms/DealerLease-06-13.pdf>), and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

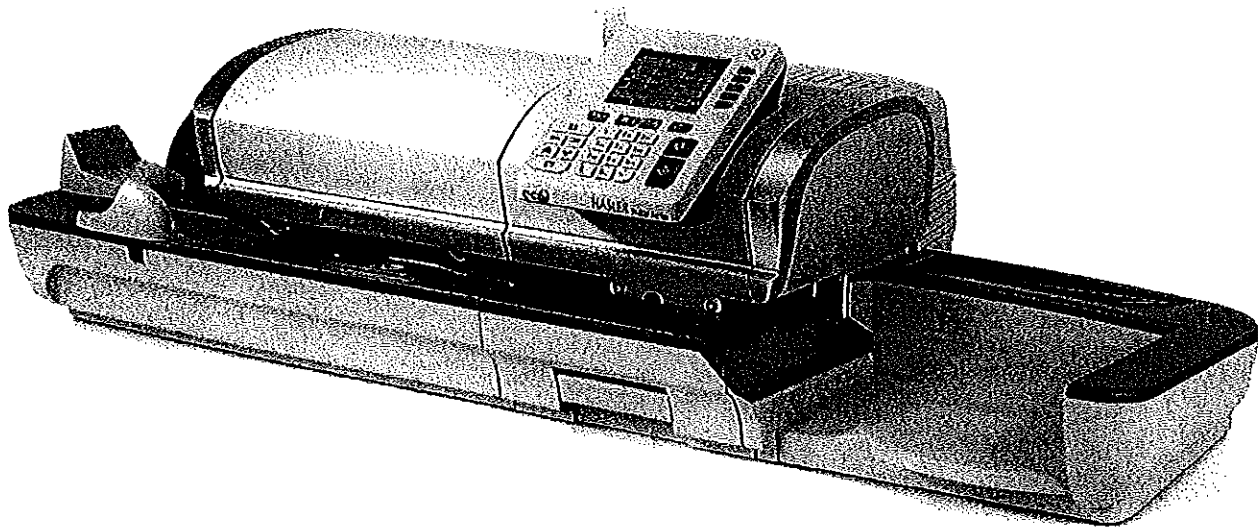
Authorized Signature

Print Name and Title

Date Accepted

Accepted by Neopost USA and its Affiliates

Date Accepted



IN600 SERIES THE PRACTICAL AND VERSATILE CHOICE FOR MOVING YOUR MAIL

Optimize efficiency. Ensure quality.



HASLER

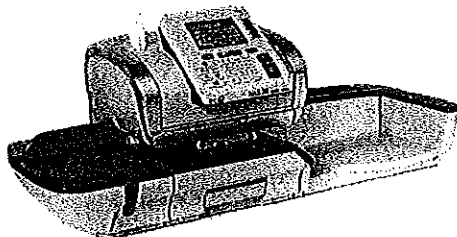
IN600 SERIES

OPTIMIZE EFFICIENCY. ENSURE QUALITY.

In today's fast paced business environments, we are always looking for ways to get the job done quickly and simply while maintaining integrity every step of the way. When it comes to your mail processing needs, the Hasler IN600 Series delivers practical solutions that offer maximum versatility. Available in two models, the IN600 HF and IN600 AF are built to move your mail with the highest level of efficiency.

At a first glance you will notice the contemporary design depicts clean lines, bold edges and aluminum accents, while maintaining the Hasler commitment to build and ship products in the most ecological manner. Coupled with the Hasler iMeter™ postage meter and a suite of Apps, the capabilities of the IN600 Series exceed those of traditional mailing systems.

With an iMeter™ postage meter, powerful Apps and a modern eco-friendly design, there is no doubt the IN600 Series is the practical and versatile choice for moving your mail today and in the future.

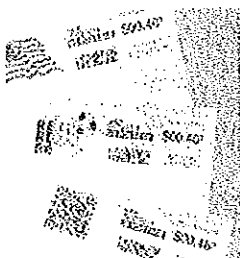


OPTIMIZING EFFICIENCY

The IN600 HF offers a power-assisted hand feeder/moistener combination and processes up to 75 lpm. All other components of the mailing system are shared with the IN600 AF system.

STAND OUT FROM THE REST

Personalize items and help promote your business with ad slogans, custom text messages, QR codes and company logos. All IN600 mailing systems print an IBI Lite indicia, optimizing ink yield and minimizing replenishment.

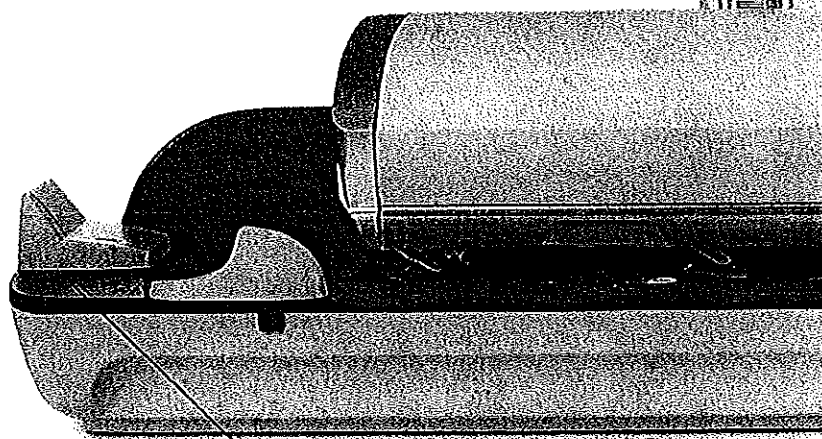


iMETER™ APPS

Monitor, track, confirm and save when processing items with the E-Services and E-Services with Electronic Return Receipt™ Apps.

INTEGRATED AUTOMATIC LABEL DISPENSER

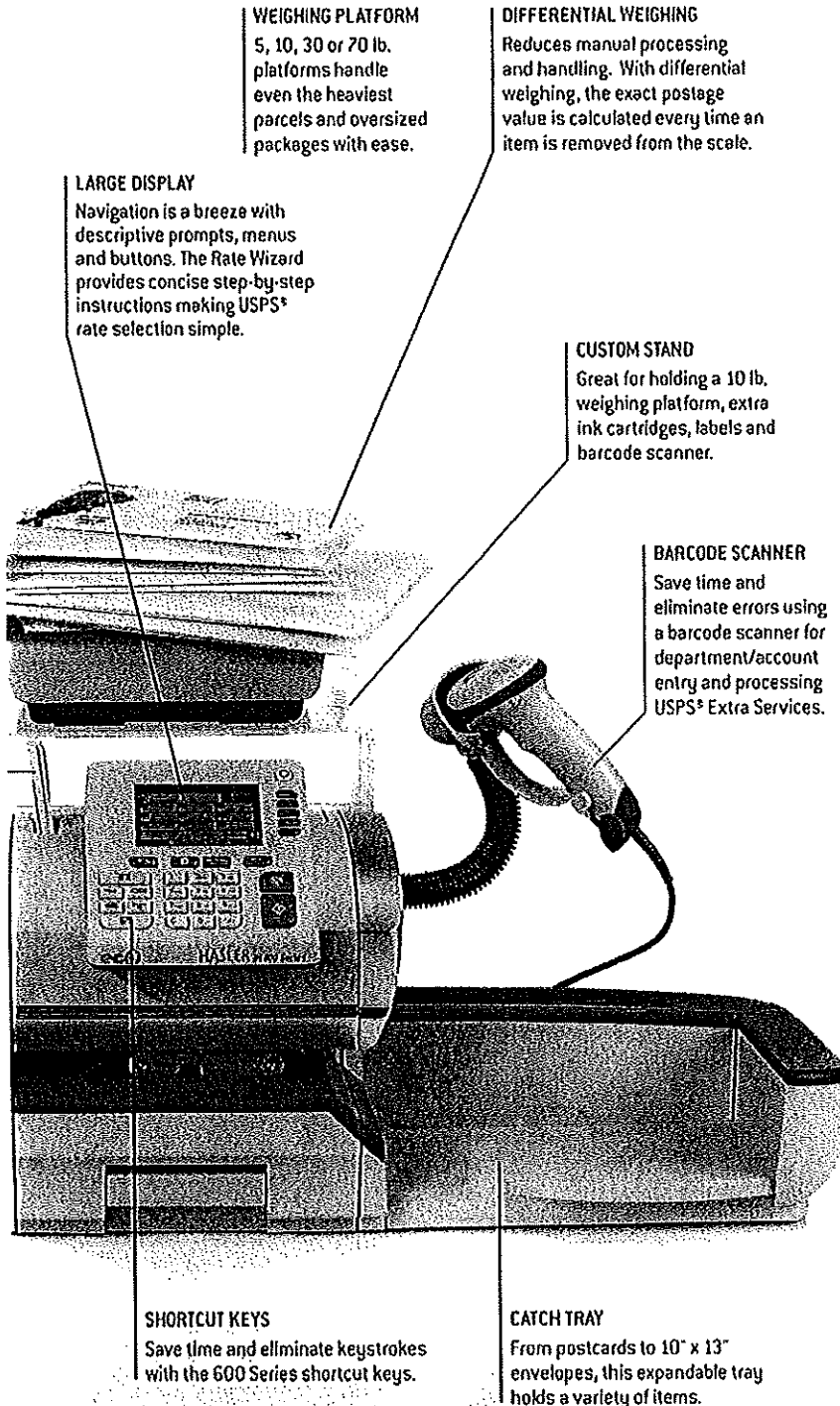
Simplifies the processing of packages and large envelopes.



AUTOMATIC FEEDER AND SEALER

Processes items at speeds up to 110 lpm.

CLEAN MODERN SPACE-SAVING DESIGN
 HASLER IMETER™ POSTAGE METER AND BUSINESS APPS
 INTUITIVE CONTROL PANEL
 USER-FRIENDLY MAIL PROCESSING



IN600 AF shown with optional 10 lb. weighing platform, custom stand and barcode scanner.

HASLER IMETER™ POSTAGE METER AND BUSINESS APPS

The Hasler iMeter™ postage meter is an internet-connected smart device that provides functionality above the traditional postage meter. The IN600 Series and Hasler iMeter™ are connected online to help you better manage your mailing operations and control costs. Low ink email alerts keep you abreast of your ink usage and simplify ink cartridge reordering. With the IN600 Series, postal rate changes are hassle free with direct rate downloads, which ensure full postal compliance.



POSTAGE EXPENSE MANAGEMENT APP – YOUR KEY TO SAVINGS

Maximize control of your postage expenses! From basic to enhanced reporting, the IN600 Series offers a host of expandable Apps to meet the needs of your business. The Online Postal Expense Manager™ App provides postage usage trends by department, time period and postal class, which help with budget planning. Create spreadsheets and colorful graphs in just minutes, or export postage usage data to Excel for additional analysis and reporting.

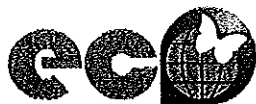
The Hasler Postal Accountant App delivers the detailed reports you need to track, analyze, allocate, forecast and consolidate your mail processing activity. Automatic alerts and the ability to set budget limits help you monitor costs and control overspending. Postage usage data can be viewed and reported on for a single location or integrated multi-site enterprise.

Available iMeter™ Apps

- Postal Rates App
- Online Postal Expense Manager™ App
- Hasler Postal Accountant App
- Commercial Rates App
- E-Services App
- E-Services with Electronic Return Receipt™ App
- TotalFunds™ App

IN600 SERIES

OPTIMIZE EFFICIENCY. ENSURE QUALITY.



DESIGNING THE MOST ECOLOGICAL SOLUTIONS

Hasler is dedicated to improving the sustainability of its activities and the environmental performance of its products at each stage of the lifecycle. The Eco label reflects our desire to make customers aware of the environmental progress we have made in recent years. A sticker is placed on all models that meet Hasler's environmental requirements.

The Eco label indicates implementation of key concepts to reduce or eliminate impact on the environment. This includes the use of environmentally sensitive materials, choice of raw materials, weight reduction, packaging, energy savings, lifecycle extension and end-of-life management. The Eco label aims to provide a clear and consistent set of environmental performance criteria for Hasler products, in order to recognize efforts made during the design phase.

The IN600 Series carries Hasler's Eco label ensuring our commitment to the environment.



RAW MATERIAL: We limit the weight and number of materials used when producing our solutions (44% less material and 10.5% fewer components than previous generation mailing systems).



PACKAGING: We reduce the volume of our packaging and use only cardboard which is fully recyclable.



ENERGY: The energy consumption of our products has been reduced with the IN600 Series standard "sleep mode" feature. In addition, we offer remote support whenever possible to reduce travel-related energy use.

SPECIFICATIONS	IN600 HF	IN600 AF
----------------	----------	----------

OPERATIONAL EFFICIENCY

Processing speed	Up to 75 lpm	Up to 110 lpm
Feeding capability	Semi-automatic hand feed	Automatic feed
Envelope minimum/maximum	3.5" x 5" / 10" x 13"	
Envelope thickness	Up to 1/2"	
Envelope orientation	Landscape or portrait	
Default rate setting	Yes	
Postage meter tapes	Yes	
Rate Wizard	Yes	
Rate shortcut keys	6	
Job / Imprint memories	9	

MAIL QUALITY AND SECURITY

Advertising slogans	9 Standard / 1 open
QR codes	Yes
Personalized text messages	10 Custom
Postal mail class inscriptions	Automatic
Incoming mail date stamp	Yes
4-digit PIN code	50

BUDGET OPTIMIZATION

Account tracking	35 Depts. standard 100 and 300 depts. optional Optional - up to 10,000 depts.
Hasler Postal Accountant App	Yes
Commercial Rates App	Yes
TotalFunds™ App	Yes

ONLINE MANAGEMENT

Method for postage refilling, rate and software updates	Internet standard; analog modem optional
Online postage usage reporting	Yes
Enhanced online reporting	Optional
E-Services App	Optional
E-Services with Electronic Return Receipt™ App	Optional
Low ink email alerts	Yes

PERIPHERALS

Weighing platforms	Optional 5, 10, 30 or 70 lb.
Differential weighing	Optional
Barcode scanner	Optional
USB memory key	Optional
External USB report printer	Optional

SYSTEM DIMENSIONS

	(L x D x H)
Mailing system (IN600 HF)	16" x 15" x 12"
Mailing system with envelope tray (IN600 HF)	33" x 15" x 12"
Mailing system (IN600 AF)	34" x 15" x 12"
Mailing system with envelope tray (IN600 AF)	50" x 15" x 12"

Neopost SA is a world leader in mailing and logistics solutions. Our innovative solutions bring simplicity and efficiency to your mailing process to make your business run better. Neopost brilliantbasics benefits provide excellence in all our offers, from products to support and services. They bring you the best in operational efficiency, mail quality and security, budget optimization and online management. Whether for advice or support, you enjoy our commitment to supply first-class service – on the phone, on site, or online. Benefit from immediate response times and remote diagnosis at our call centers and fast dispatch of service engineers when needed.

neopost  **USA** 1-888-NEOPOST (636-7678) www.neopostusa.com

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H066-1 8/13
2.5M



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ISO 14001 and OHSAS 18001
Registered by EAGLE Registrations Inc.



Pitney Bowes

REFURBISHED

WSCA/NASPO FMV Lease Option C Agreement

Account # 10

Agreement Number

Your Business Information

CITY OF DE PERE	396005431
Full Legal Name of Customer	Tax ID # (FEIN/TIN)
925 S 6TH ST	DE PERE WI 54115-1108
Billing Address: Street	City State Zip+4
	() ext 20400217863
Billing Contact Name	Billing Contact Phone #
925 S 6TH ST	DE PERE WI 54115-1108
Installation Address (If different from billing address): Street	City State Zip+4
Debbie Zierson	(920) 339 4085 ext 20400217863
Installation Contact Name	Installation Contact Phone #
	Installation CAN #

Fiscal Period (from - to)

Customer PO #

Delivery CAN #

Your Business Needs

Qty	Business Solution Description	Check Items to be included in customer's payment
1	Mall Stream Solution - 1	☒ Equipment Maintenance (Included with your payments for the initial term) Provides service coverage including certain parts and labor
1	Green DM400C Digital Meter System Factory Certified	☐ Software Maintenance (1st year Included) Provides revision updates and technical assistance
1	IntelliLink Interface / PSD for DM300C/ DM400C/DM450C	☒ Soft-Guard® Subscription (Included with your meter rental) Provides postal and carrier updates
1	Accounting (50 Dept) Software	
1	5 lb Integrated Weighing	
1	95 LPM Feature	
1	Integrated Weighing Platform	
1	IntelliLink Subscription	☒ IntelliLink® Subscription/Meter Rental Provides simplified billing and includes () resets per year
		() Confirmation Services Electronic access to postal confirmation service Receive an invoice for postage, consolidated billing and enhanced management reporting information.
		() Purchase Power®

Your Payment Plan

Number Of Months	Monthly Amount *	() Required advance check of \$() received
First 60	\$115.56	Tax Exempt# State Tax (If applicable)
		() Tax Exempt Certificate Attached
		() Tax Exempt Certificate Not Required

(*Does not include any applicable taxes)

Your Signature Below

By signing below, you agree to be bound by this FMV Lease Option C Agreement (this "Lease"). This Lease is made and entered into pursuant to your State's/Entity's Participating Addendum, which is made in connection with the WSCA/NASPO Contract # ADSP011-00000411-7 ("Agreements"), all of which are available at www.pb.com/states. The terms and conditions of the Agreements govern this transaction, and in the event of any inconsistency with this Lease, the Agreements will supersede this Lease. This Lease will be binding on PBGFS only after PBGFS has completed its credit and documentation approval process and an authorized PBGFS employee signs below.

CN11-98554-112-6

Customer Signature	Date	State's/Entity's Participating Addendum #
		dzierson@mail.de-pere.org
Print Name	Title	Email Address

Sales Information

Katrena Burns	473
Account Rep Name	District Office
	PBGFS Acceptance

Equipment Vendor: Pitney Bowes Inc. for Sales and Service call 1-800-322-8000

{C0174883.2}

Page 1

See www.pb.com/states for additional terms and conditions

WSCA / NASPO FMV Lease Option C Agreement (Version 3/13)

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NEW

WSCA/NASPO FMV Lease Option C Agreement

Account # 10

Your Business Information

Agreement Number

CITY OF DE PERE	396005431
Full Legal Name of Customer	Tax ID # (FEIN/TIN)
925 S 6TH ST	DE PERE WI 54115-1108
Billing Address: Street	City State Zip+4
() ext	20400217863
Billing Contact Name	Billing Contact Phone #
925 S 6TH ST	DE PERE WI 54115-1108
Installation Address (If different from billing address): Street	City State Zip+4
Debbie Zierson	(920) 339 4065 ext 20400217863
Installation Contact Name	Installation Contact Phone #
	Installation CAN #

Fiscal Period (from - to)

Customer PO #

Delivery CAN #

Your Business Needs

Qty	Business Solution Description	Check items to be included in customer's payment
1	Mall Stream Solution - 1	☒ Equipment Maintenance (Included with your payments for the initial term) Provides service coverage including certain parts and labor
1	DM400C Digital Meter System	☐ Software Maintenance (1st year included) Provides revision updates and technical assistance
1	IntelliLink Interface / PSD for DM300C/ DM400C/DM450C	☒ Soft-Guard® Subscription (Included with your meter rental) Provides postal and carrier updates
1	Accounting (50 Dept) Software	
1	5 lb Integrated Weighing	
1	95 LPM Feature	
1	Integrated Weighing Platform	
1	IntelliLink Subscription	☒ IntelliLink® Subscription/Meter Rental Provides simplified billing and includes () resets per year
		() Confirmation Services Electronic access to postal confirmation service Receive an invoice for postage, consolidated billing and enhanced management reporting information.
		() Purchase Power®

Your Payment Plan

Number Of Months	Monthly Amount *	() Required advance check of \$() received
First 60	\$130.54	Tax Exempt# State Tax (if applicable)
		() Tax Exempt Certificate Attached
		() Tax Exempt Certificate Not Required

(*Does not include any applicable taxes)

Your Signature Below

By signing below, you agree to be bound by this FMV Lease Option C Agreement (this "Lease"). This Lease is made and entered into pursuant to your State's/Entity's Participating Addendum, which is made in connection with the WSCA/NASPO Contract # ADSP011-00000411-7 ("Agreements"), all of which are available at www.pb.com/states. The terms and conditions of the Agreements govern this transaction, and in the event of any inconsistency with this Lease, the Agreements will supersede this Lease. This Lease will be binding on PBGFS only after PBGFS has completed its credit and documentation approval process and an authorized PBGFS employee signs below.

CN11-98554-112-6

Customer Signature	Date	State's/Entity's Participating Addendum #
		dzierson@mail.de-pere.org
Print Name	Title	Email Address

Sales Information

Katrena Burns	473
Account Rep Name	District Office
	PBGFS Acceptance

Equipment Vendor: Pitney Bowes Inc. for Sales and Service call 1-800-322-6000

The DM400™ Series Automatic Digital Mailing Systems Bring Large Mailroom Productivity And Ease To The Office Environment

The DM400™ Series Digital Mailing Systems Take Productivity To The Limit With IntelliLink® Technology

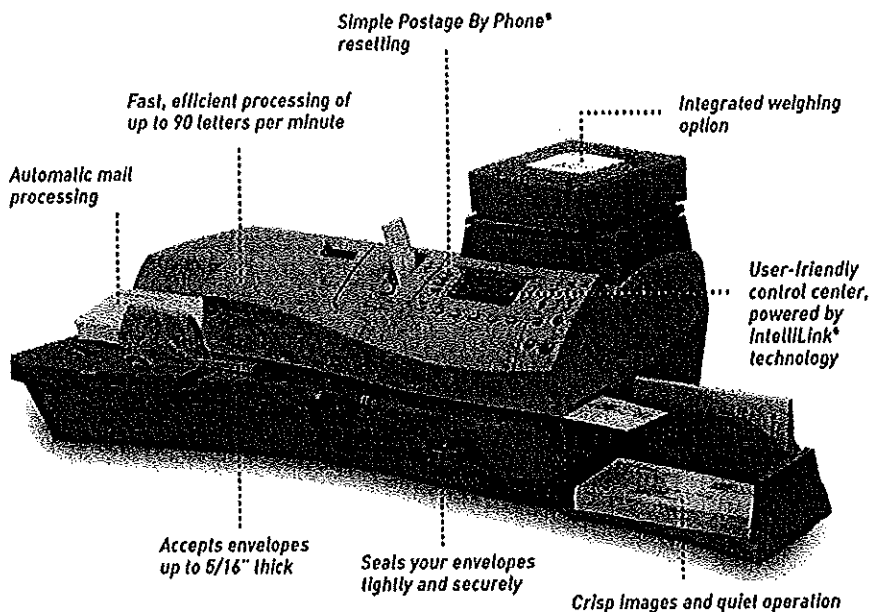
Maximum productivity is crucial for business today. The DM400™ Series Digital Mailing System breaks new ground for the small business mailer. It uses the very latest technologies to achieve fast and accurate mail processing... all in a space-saving footprint. With the DM400™ system's advanced features, you're sure to save time and money. Plus, you'll have the capabilities of a fully functional mail center.

The DM400™ Series' IntelliLink® Technology Simplifies Mailing

Our cutting-edge IntelliLink® technology is the gateway to new levels of productivity and makes the DM400™ series easier to use, more efficient and convenient. Plus, a suite of services that include postal rate upgrades, software upgrades, postal inscriptions and graphics are available through the IntelliLink® control center. This ensures that your system keeps current and operates at maximum efficiency.

The DM400™ System Offers You A Wide Range Of Productive Features

- **Automatic Feed Speeds Processing**
Automatic feeding of your envelopes gets the job done quickly.
- **User-Friendly Control Center**
You'll learn to use the DM400™ series quickly. It takes you through every processing step, showing the expanded 7-line graphics display. Dedicated functions, labeled keys and a QWERTY keyboard ensure fast processing.
- **Internal Rating Function**
Select the most effective and economical postage rate automatically.
- **Saves You Valuable Time**
Access postage replenishment online, 24/7.



- **Delivers A Message With Your Mail**
The DM400™ system comes with 10 standard envelope ads and 10 postal inscriptions.
- **Auto-Dating Eliminates Returned Mail Due To Misdating**
An internal clock advances the date automatically. Operators can advance the date to get a jump on processing tomorrow's mail.
- **Handle Rate Changes Easily**
IntelliLink® technology allows postage rate changes to occur with a simple download. No need to scramble to replace a PROM chip.
- **Digital Technology Is A Gateway To The Future**
Its digital meter indicia satisfies all current postal regulations, and the technology's flexibility makes the DM400™ system adaptable for the future.
- **Access To Vital Services**
Take full advantage of special services online, including Delivery Confirmation™, Signature Confirmation™ and electronic tracking of Certified Mail™.

- **Accounting Capability**
It's crucial for businesses to keep track of postage expenses. Track 50 accounts with an option to track up to 300. Also, data can be printed or exported to a PC.

Specifications for the DM400™C Mailing Machine

Size:	W 33" x D 17.5" x H 12.3" (dimensions exclude stacking tray)
Weight:	29.0 lbs. [13.0 kg] approximate
Electrical:	100-240 VAC, 50/60 Hz, .65-3A
Max. Speed:	Up to 90 letters per minute
Media Sizes:	Min.: 3" [76mm] x 4.13" [105mm] Max.: 11.6" [297mm] x 13.39" [340mm]
Media Thickness:	Min.: .007" [2mm] Max.: .31" [8mm]
Tape:	Auto strip up to 50 tapes
Job Presets:	10
Optional Weighing:	2 lb., 5 lb., 10 lb., 15 lb., 30 lb., or 70 lb., 1 kg, 2.5 kg, 5 kg, 12 kg, or 35 kg
Approvals:	UL approved, FCC compliant
Connectivity Requirements:	Connects to a standard analog phone line
Postal Compliance:	Digital IBIIP



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Green alternative

Factory Certified
Mailstream Solutions



A green alternative

Pitney Bowes is doing our part to make the world a little greener throughout all aspects of our business. We believe it's our duty to reduce our impact on the land with less energy consumption and less waste. In keeping with these principals, we offer factory certified mailing solutions. We take previously owned equipment, prepare it, and make it available to our customers looking for a green alternative. We feel strongly about our choice to protect the natural world, and recycling our products and reclaiming materials that can be used again is one way we accomplish that.

Factory certified green philosophy

Only the best Pitney Bowes products get to become a Factory Certified Mailstream Solution. Our products often have plenty of life in them after one owner, so we handpick products, test and certify their performance. We then make them available to our customers who are looking to contribute to a safer, cleaner and greener environment – all at substantial savings.

Factory certification process

Our Factory Certified Mailstream systems are restored to the highest standards, going through a rigorous 5 step certification process. Each product is backed by our Customer Satisfaction Guarantee, and carries the same service warranty and performance guarantee as new Pitney Bowes Mailstream systems do.



Selection

The first and most important step is the selection process. Only the best units even make it to the evaluation and selection process. We go through a series of steps to determine whether the condition and appearance are up to Pitney Bowes standards and if the machine has the environmental fitness ready to move on to the next step.



Inspection

Once the meticulous selection process is complete, those products that have advanced to the next stage are carefully inspected - both inside and out. Each product undergoes extensive assessment to determine the parts and processes required to bring it to Pitney Bowes standards for our customers. Each product receives a parts replacement and revitalization strategy specific for that product.



Disassembly

Each unit is carefully disassembled. We determine which parts are still good and can be reused. All functioning parts are maintained for updating and reassembly into Factory Certified products. We also determine which parts can be recycled and separate those into their appropriate recycling categories (rubber, plastic, wiring, etc.) to minimize environmental impact.



Rebuilding

The same care goes into the rebuilding process of Factory Certified products as does the building of our new products. We update every function to make sure that it meets the latest performance standards. Any sub-systems are upgraded to a higher standard, and worn parts are replaced. Units are then thoughtfully reassembled, and surfaces are restored to like new status. Factory Certified products carry the Energy Star rating and are manufactured at ISO-14001 status.



Testing

Each unit is diligently tested to confirm that it meets today's performance standards. From the first step to the last, a series of rigorous tests are conducted to make sure the remanufactured unit measures up and meets our Factory Certified product standards.

Choosing for you and the environment

When you choose a product from Pitney Bowes you are committing to a philosophy that looks beyond today to the environment of tomorrow. It's a choice that will help to preserve our environment, all at substantial savings to you. That's something we can all feel good about.



Customer service protected

Factory Certified products are supported by the highest quality care and service -- at the same level as all of our products.

- Dedicated team of over 1,200 A+ certified professionals
- Will quickly and efficiently diagnose and resolve any issues
- Help ensure your equipment runs at peak productivity
- Where appropriate, if we cannot return equipment to satisfactory operating condition, we will provide you no-cost loaner equipment



Customer satisfaction guarantee

At Pitney Bowes, we are committed to providing our customers the finest products and necessary parts, backed by the highest quality service. We won't be satisfied until you are satisfied. Each Factory Certified product carries our Customer Satisfaction Guarantee.

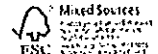
- If the product does not perform to our specifications, and we can't repair it, we will replace it with a comparable product
- If after 90 days the replacement product does not perform as specified, you will be entitled to a refund of payments made for the replacement product



For more information call
1 800 322 8000 or visit us online:
www.pb.com/mailtracking

World Headquarters
1 Elmcroft Road
Stamford, CT 06926-0700

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Mailing Systems Comparison

**Smart
Solutions**
**DM400**

Pitney Bowes

**IM440**

Hasler

**WJ-65**

Hasler

Features

Vendor	Pitney Bowes	Hasler	Hasler
Processing Speed (L/M)	Up to 95 lpm/Up to 120 lpm upgrade	Up to 110 lpm	Up to 65 lpm
Programmable Jobs	up to 10	up to 9	Up to 5
Postage Payment Options	Reserve, Purchase Power, ACH	TMS, TotalFunds, ACH	TMS, TotalFunds, ACH
System Dimensions	33" L x 17.5" w x 12.3" H without stacker	46" L x 12"D x 15" H	15.2" L x 9.8" H x 14.2" D
Ink Cartridge Capacity	up to 8,000 impressions	up to 15,000 impressions	Up to 17,000 impressions or 12 months
Cost per Cartridge	\$91.99	\$148 low-mid volume, \$207 high volume	\$118 Standard, \$210 High Capacity

Moistener or Sealer

Moistener or Sealer	Sealer	Sealer	Moistener - Optional
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Weighing Platforms (Scale Options)

Weighing Platforms (Scale Options)	2, 5, 10, 15, 30, 70 lbs	5, 10, 30, or 70 lbs	5, 10, 20, 30, or 70 lb. Options
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Self Aligning Feed Deck

Self Aligning Feed Deck	Yes	No	No
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Advertising Slogans

Advertising Slogans	10 Standard	8 Standard, 2 custom	Up to 10
---------------------	-------------	----------------------	----------

Personalized Text Messages

Personalized Text Messages	Yes	Up To 10	Up to 5
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USPS Rate Downloads

USPS Rate Downloads	Yes	Yes	No, Rate Chip
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USPS E-Services

USPS E-Services	Optional- Confirmation Services, eRR	Optional	No
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High Speed/Analog Connection

High Speed/Analog Connection	Analog & LAN & PC Connect	Analog & LAN	Analog
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Strip Tape Dispenser

Strip Tape Dispenser	Ship	Yes	Yes
----------------------	------	-----	-----

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Pitney Bowes

Pitney Bowes World Headquarters
Stamford, CT 06926-0700
www.pb.com

For more information call toll-free:
1-800 MR BOWES (800-672-6937)

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: November 11, 2013

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Utility Easement Vacation - Grant Street

ATTACHMENTS:

- CI-BOPW-11-11-13-GrantStreetEasement Memo (PDF)
- GrantStreetEasementVacation (PDF)
- Utility Easement Vacation e-mail notification (PDF)

City of De Pere

Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: November 7, 2013
Subject: Utility Easement Vacation – Grant Street

Staff received a request to vacate a portion of a utility easement on the south side of Grant Street to accommodate proposed development. Specifically, a request has been made to vacate the southerly ten feet of a twelve foot easement along Grant Street from the railroad right-of-way to 524.86 feet to the east. The potential developer contacted Digger's Hotline for locates and there are no utilities located within this ten foot easement. Additionally, staff sent an e-mail to utility companies requesting concurrence with the vacation and notifying them that this would be discussed at the Board of Public Works. Staff has not received any objections to the vacation.

Staff recommendation is to vacate the southerly ten feet of the twelve foot easement.

Attachment: CI-BOPW-11-11-13-GrantStreetEasement Memo (1561 : Consider Utility Easement Vacation - Grant Street)

RELEASE OF EASEMENT

DOCUMENT NUMBER

Record and Return to:
Robert E. Lee & Associates Inc.
4664 Golden Pond Park Court
Hobart, WI 54155

Tax Key No. WD-657-1

1. The undersigned, Wisconsin Public Service Corporation, releases all right, title, and interest that it may have in a certain utility easement, more particularly described as follows:

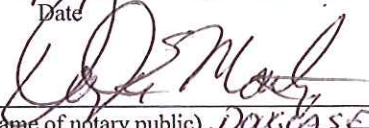
The South 10 feet of the North 12 feet of Lot 1, Volume 50 of Certified Survey Maps, Page 106, having a Map Number of 7353, being a part of Lots 1-10, Block C, Dousman's Addition to West De Pere, City of De Pere, Brown County, Wisconsin.

2. Attached to this release as Exhibit A is a map showing the south 10' of the 12' utility easement to which the undersigned is relinquishing its rights.

Dated: OCT 9 2013By: (Signature) Name: Print DANE E. ALLENTitle ASSISTANT SECRETARY

ACKNOWLEDGMENT
STATE OF WISCONSIN
COUNTY OF BROWN

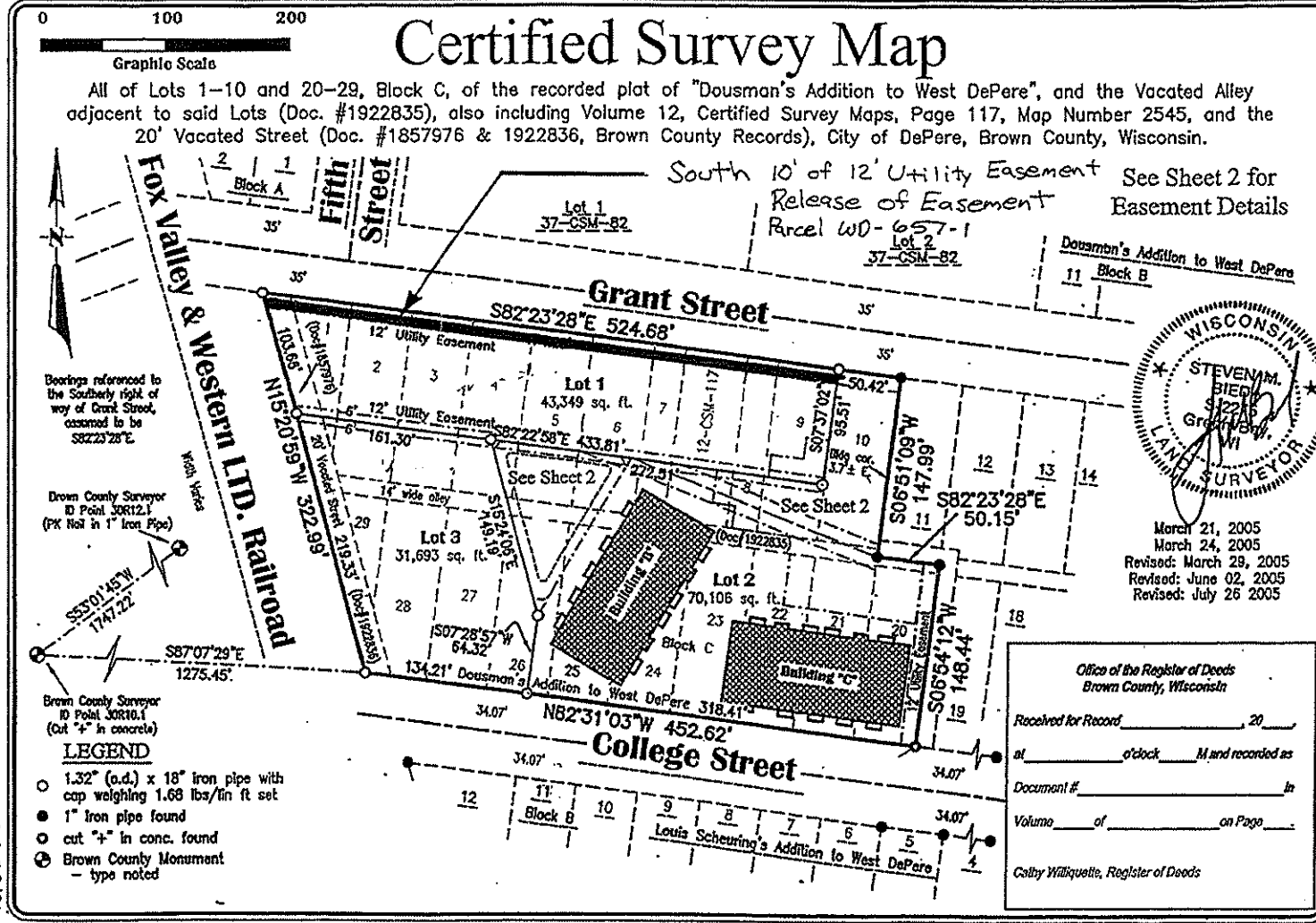
This instrument was acknowledged before me on 10/09/2013 by DANE E. ALLEN.
Date


(Name of notary public) DOREASE MATHIS
Notary Public, State of Wisconsin
My commission expires: 3/16/2014

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IN THE REGISTER OF DEEDS
OFFICE.

7353

2206690



Sheet One of Four
Project No.: G-9202
Drawing No.: L-6524

Mau & Associates
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9510 Fax: 920-434-9572

Scale: 1"=100'
Tax Parcel Number
WD-657

Client: Keith Garot
Date Drafted: March 24, 2005
AutoCAD No.: G-9202.dwg
Drafted By: BAK

VOL. 50 PAGE 106

Eric Rakers

From: Pam Denis
Sent: Wednesday, October 30, 2013 8:49 AM
To: Bill Angoli (wangoli@newwater.us); Brown County (ELF_Tj@co.brown.wi.us); Brown County (Elfe_TJ@co.brown.wi.us); CBCWA (manager@cbcwa.com); Dan Carpenter; Eric Adair (Az9216@att.com); kw9272@att.com; MI-Tech (NCUTLER@mi-tech.us); MPU (rmichaelson@mpu.org); Schneider (perzjp@schneider.com); TB Luttenegger (TBluttenegger@wisconsinpublicservice.com); Time Warner Cable (larry.pihlstrom@twcable.com); Time Warner Cable (vince.albin@twcable.com); Town of Lawrence (greg@townoflawrence.org); Trans Canada (lawrence_huber@transcanada.com); WISCONSIN PUBLIC SERVICE CORP. (JDDressen@wisconsinpublicservice.com); WISCONSIN PUBLIC SERVICE CORP. (mjanderson@wisconsinpublicservice.com); WISCONSIN PUBLIC SERVICE CORP. (RGBarrette@wisconsinpublicservice.com)
Subject: FW: Release of Easement - Grant Street
Attachments: 20131017120416316.pdf

From: Eric Rakers
Sent: Wednesday, October 30, 2013 8:36 AM
Subject: Release of Easement - Grant Street

Hi Utility Companies,

There is a proposed development on the south side of Grant Street, between the railroad tracks approximately 500 feet east of Fifth Street. Along the right-of-way, there is a 12 foot utility easement. The developers have requested the southerly ten feet of the easement be vacated (see attached release from WPS for the easement location). We are seeking your concurrence with this request. The vacation of the easement will be discussed at the November 11th Board of Public Works Meeting. The meeting will be at 7:30pm in the City Council Chambers on the second floor of City Hall, 335 S. Broadway.

We are requesting that you take one of the following actions:

- 1) Notify us if you have utility facilities in the easement and do not agree with the vacation.
- 2) Notify us if you do not have any facilities in the easement.
- 3) Call me with any questions.

Thanks,

Eric

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

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

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: November 11, 2013

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Consider Utility and Water Easement Vacation - Vacated Galway Lane

ATTACHMENTS:

- CI-BOPW-11-11-13-GalwayLaneEasement Memo (PDF)
- Galway Vacated Location (PDF)
- 0336-03-10 Galway Utility easement release11-5-2013 (PDF)
- 0336-03-10 Galway water easement release11-5-2013 (PDF)
- Legals for Easement Releases (PDF)
- E-mail to Utilities advising Galway Easement (PDF)

City of De Pere

Public Works Department

Memo

To: Honorable Mayor Walsh
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: November 7, 2013
Subject: Utility and Water Easement Vacation – Vacated Galway Lane

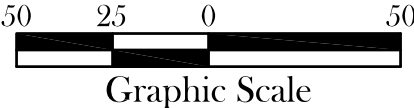
Earlier this year, the City vacated a section of Galway Lane, east of Tullig Place. The 12' easements on the lots fronting the vacated Galway were not included. The City is seeking vacation of these easements for development of the lots. Additionally, the City had a water easement in case the street was extended in the future. With the street being vacated, these easements are no longer required. Staff sent an e-mail to utility companies requesting concurrence with the vacation and notifying them that this would be discussed at the Board of Public Works. To date, staff has received notification of one utility in the easement.

Staff recommendation is to vacate the water utility easement. Additionally, staff recommends vacating the 12' utility easements contingent on the utility companies with facilities in the easements vacating the facilities and agreeing to the vacation.



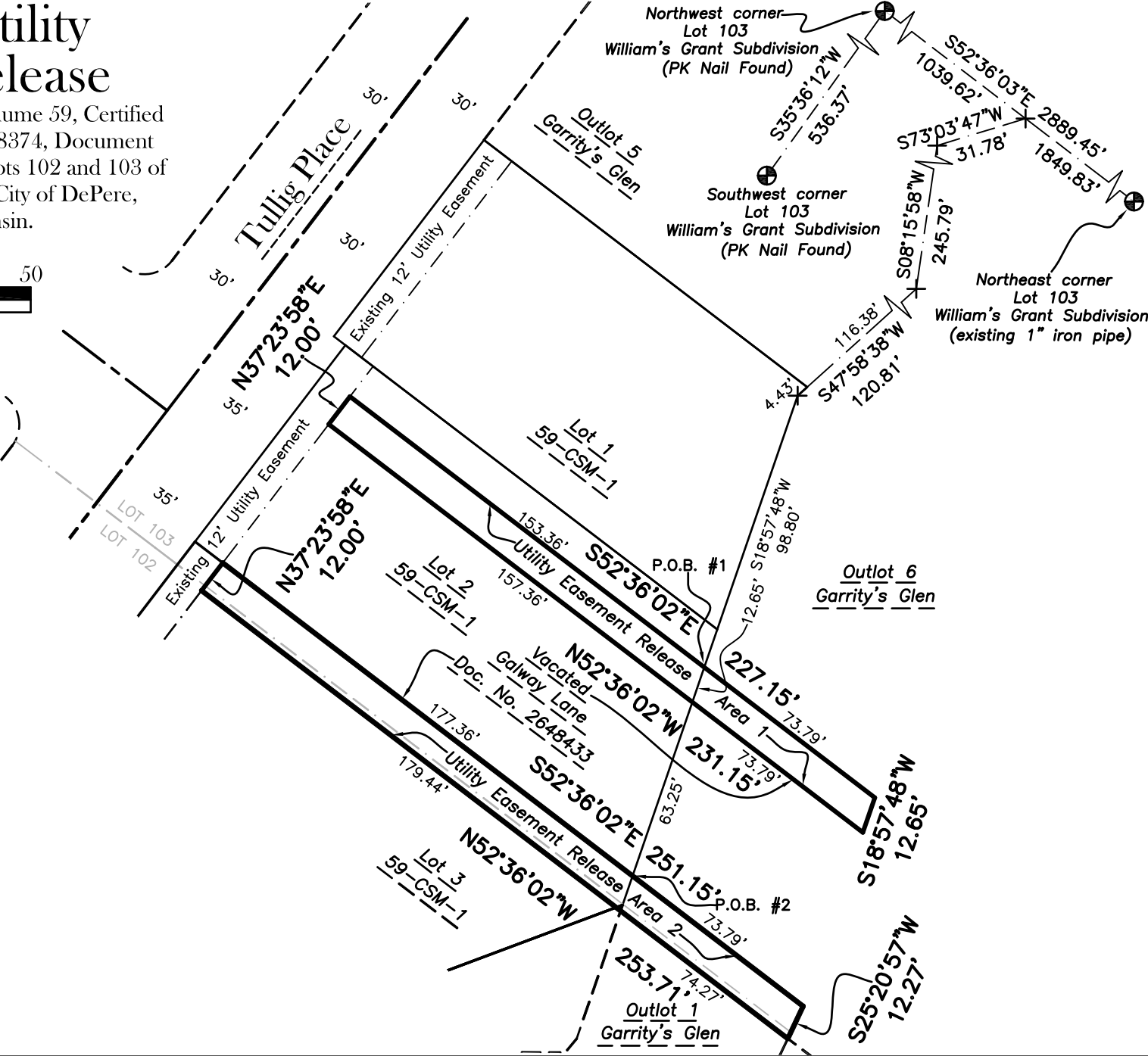
Proposed Utility Easement Release

Located in part of Lots 2 and 3 of Volume 59, Certified Survey Maps, Page 1, Map Number 8374, Document Number 2649098 located in part of Lots 102 and 103 of the "Williams Grant Subdivision", City of DePere, Brown County, Wisconsin.



Bearings referenced to the North line of Lot 103, Williams Grant Subdivision, assumed to bear S52°36'03"E.

This map is based on the current Brown County Coordinate System of record.



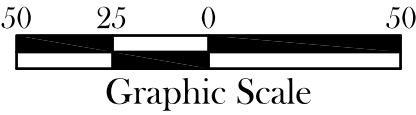
Sheet 1 of 2
Project No. 0336-03-13
Drawing No. 879

Client: Pat Kaster
Drafted By: BjL

Mach IV
Engineering & Surveying LLC
211 N. Broadway, Suite 114, Green Bay, WI 54303
PH: 920-569-5765 Fax: 920-569-5767

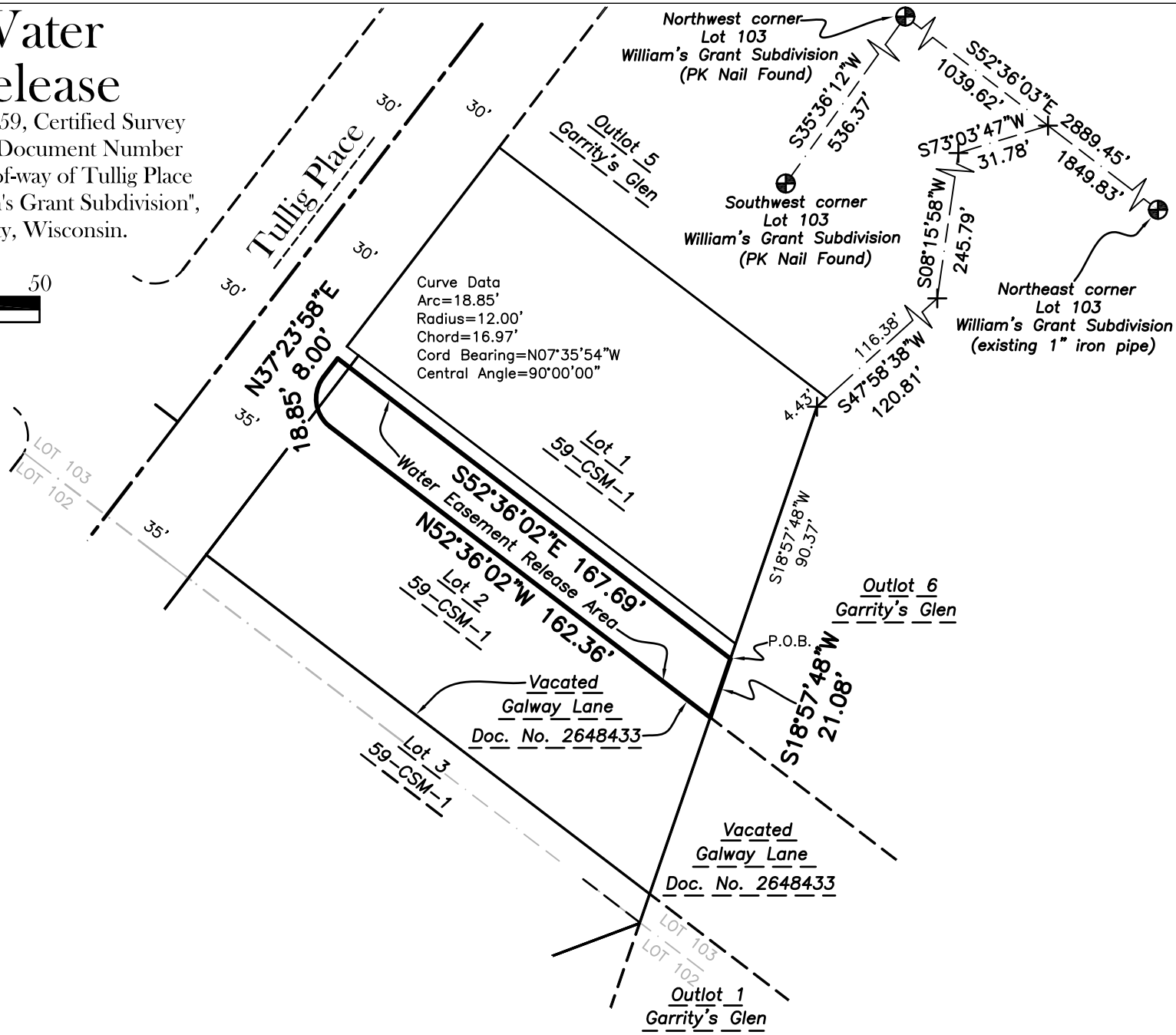
Proposed Water Easement Release

Located in part of Lot 2 of Volume 59, Certified Survey Maps, Page 1, Map Number 8874, Document Number 2649098 and part of the Road right-of-way of Tullig Place located in part of Lot 103 of "William's Grant Subdivision", City of DePere, Brown County, Wisconsin.



Bearings referenced to the North line of Lot 103, Williams Grant Subdivision, assumed to bear S52°36'03"E.

This map is based on the current Brown County Coordinate System of record.



Sheet 1 of 2
Project No. 0336-03-13
Drawing No. 878

Client: Pat Kaster
Drafted By: BjL

Mach IV
Engineering & Surveying LLC
211 N. Broadway, Suite 114, Green Bay, WI 54303
PH: 920-569-5765 Fax: 920-569-5767

Description of proposed Utility Easement Release Area 1

Located in part of Lot 2 of Volume 59, Certified Survey Maps, Page 1, Map Number 8374, Document Number 2649098, located in part of Lot 103 of "William's Grant Subdivision", City of De Pere, Brown County, Wisconsin, more fully described as follows:

Commencing at the Northwest Corner of said Lot 103 of "William's Grant Subdivision"; thence S52°36'03"E, 1039.62 feet along the North line of said Lot 103 to the Northeast corner of Outlot 5 of "Garrity's Glen" recorded in Volume 22, Plats, Page 241, Document Number 2193288, Brown County Records; thence S73°03'47"W, 31.78 feet along an East line of said Outlot 5; thence S08°15'58"W, 245.79 feet along said East line; thence S47°58'38"W, 120.81 feet along said East line and the East line of Lot 66 of "Garrity's Glen First Addition" recorded in Volume 23, Plats, Page 32, Document Number 2520716 of Brown County Records; thence S18°57'48"W, 98.80 feet along said East line to a line being 12 feet Northeast and parallel to the Northeast line of Document Number 2648433 of Brown County Records (Vacated Galway Lane) and the point of beginning; thence S52°36'02"E, 73.79 feet to a East line of Outlot 6 of said "Garrity's Glen"; thence S18°57'48"W, 12.65 feet along said East line to the North line of said Document Number 2648433; thence N52°36'02"W, 231.15 feet along said North line; thence N37°23'58"E, 12.00 feet; thence S52°36'02"E, 153.36 feet to the point of beginning.

Said Parcel contains 2,750 sq. ft. / 0.06 Acres more or less

Parcel subject to easements and restrictions of record.

Description of proposed Utility Easement Release Area 2

Located in part of Lot 3 of Volume 59, Certified Survey Maps, Page 1, Map Number 8374, Document Number 2649098, located in part of Lots 102 and 103 of "William's Grant Subdivision", City of De Pere, Brown County, Wisconsin more fully described as follows:

Commencing at the Northwest Corner of said Lot 103 of "William's Grant Subdivision"; thence S52°36'03"E, 1039.62 feet along the North line of said Lot 103 to the Northeast corner of Outlot 5 of "Garrity's Glen" recorded in Volume 22, Plats, Page 241, Document Number 2193288, Brown County Records; thence S73°03'47"W, 31.78 feet along an East line of said Outlot 5; thence S08°15'58"W, 245.79 feet along said East line; thence S47°58'38"W, 120.81 feet along said East line and the East line of Lot 66 of "Garrity's Glen First Addition" recorded in Volume 23, Plats, Page 32, Document Number 2520716 of Brown County Records; thence S18°57'48"W, 174.70 feet along said East line to the South line of Document Number 2648433 of Brown County Records (Vacated Galway Lane) and the point of beginning; thence S52°36'02"E, 73.79 feet to a Northeast corner of Outlot 1 of said "Garrity's Glen"; thence S25°20'57"W, 12.27 feet along an East line of said Outlot 1; thence N52°36'02"W, 253.71 feet; thence N37°23'58"E, 12.00 feet to said South line of Document Number 2648433 of Brown County Records (Vacated Galway Lane); thence S52°36'02"E, 177.36 feet to the point of beginning.

Said Parcel contains 3,029 sq. ft. / 0.07 Acres more or less

Parcel subject to easements and restrictions of record.

Description of proposed Water Easement Release Area

Located in part of Lot 2 of Volume 59, Certified Survey Maps, Page 1, Map Number 8374, Document Number 2649098 and part of the Road right-of-way of Tullig Place, located in part of Lot 103 of "William's Grant Subdivision", City of De Pere, Brown County, Wisconsin, more fully described as follows:

Commencing at the Northwest Corner of said Lot 103 of "William's Grant Subdivision"; thence S52°36'03"E, 1039.62 feet along the North line of said Lot 103 to the Northeast corner of Outlot 5 of "Garrity's Glen" recorded in Volume 22, Plats, Page 241, Document Number 2193288, Brown County Records; thence S73°03'47"W, 31.78 feet along an East line of said Outlot 5; thence S08°15'58"W, 245.79 feet along said East line; thence S47°58'38"W, 120.81 feet along said East line and the East line of Lot 66 of "Garrity's Glen First Addition" recorded in Volume 23, Plats, Page 32, Document Number 2520716 of Brown County Records; thence S18°57'48"W, 90.37 feet along said East line to the point of beginning; thence continue S18°57'48"W, 21.08 feet along said East line to the North line of Document Number 2648433 of Brown County Records (Vacated Galway Lane); thence N52°36'02"W, 162.36 feet along said North line of Document Number 2648433; thence 18.85 feet along the arc of a 12.00 foot radius curve to the right whose long chord bears N07°35'54"W, 16.97 feet; thence N37°23'58"E, 8.00 feet; thence S52°36'02"E, 167.69 feet to the point of beginning.

Said Parcel contains 3,390 sq. ft. / 0.08 Acres more or less

Parcel subject to easements and restrictions of record.

Pam Denis

From: Pam Denis
Sent: Thursday, November 07, 2013 7:41 AM
To: Bill Angoli (wangoli@newwater.us); Brown County (ELF_Tj@co.brown.wi.us); Brown County (Elfe_TJ@co.brown.wi.us); CBCWA (manager@cbcwa.com); Dan Carpenter; Eric Adair (Az9216@att.com); kw9272@att.com; MI-Tech (NCUTLER@mi-tech.us); MPU (rmichaelson@mpu.org); Schneider (perzjp@schneider.com); TB Luttenegger (TBluttenegger@wisconsinpublicservice.com); Time Warner Cable (larry.pihlstrom@twcable.com); Time Warner Cable (vince.albin@twcable.com); Town of Lawrence (greg@townoflawrence.org); Trans Canada (lawrence_huber@transcanada.com); WISCONSIN PUBLIC SERVICE CORP. (JDDressen@wisconsinpublicservice.com); WISCONSIN PUBLIC SERVICE CORP. (mjanderson@wisconsinpublicservice.com); WISCONSIN PUBLIC SERVICE CORP. (RGBarrette@wisconsinpublicservice.com)
Subject: FW: Easement Vacation - Off Vacated Galway Lane
Attachments: Galway Vacated Location.pdf; 0336-03-10 Galway Utility easement release11-5-2013.pdf; Legals for Easement Releases.pdf

Please find below a message from our City Engineer, Eric Rakers.

Pam Denis

Department of Public Works Secretary
City of De Pere
Municipal Services Center
925 S. Sixth Street
De Pere, WI 54115

Ph: (920) 339-4060
pdenis@mail.de-pere.org

From: Eric Rakers
Sent: Wednesday, November 06, 2013 3:01 PM
To: Pam Denis
Subject: Easement Vacation - Off Vacated Galway Lane

Hi Utility Companies,

Earlier this year, the City vacated a section of Galway Lane, east of Tulig Place. The 12' easements on the fronting lots was not included in the vacation. The City is seeking vacation of these easements. The vacation of the easement will be discussed at the November 11th Board of Public Works Meeting. The meeting will be at 7:30pm in the City Council Chambers on the second floor of City Hall, 335 S. Broadway. There are several attachments for the location.

We are requesting that you take one of the following actions:

- 1) Notify us if you have utility facilities in the easement and do not agree with the vacation.
- 2) Notify us if you do not have any facilities in the easement.
- 3) Call me with any questions.

Thanks,

Eric

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

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

erakers@mail.de-pere.org

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: November 11, 2013

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Parking and Traffic Team

ATTACHMENTS:

- Parking and Traffic Team Meeting Recommendations Nov_2013_ (PDF)
- Parking and Traffic Team Discussion Items Nov_2013 (PDF)

CITY OF DE PERE

335 South Broadway
De Pere, WI 54115
Fax No.: 920/339-4049
Web: <http://www.de-pere.org>



Parking and Traffic Team November 4, 2013 Recommendations

Items for the Board of Public Works:

1. **Parking:** Currently there are no parking restrictions on Brule Road from Charles to Ridgeway. This section of Brule is only 26 feet wide from face of curb to face of curb. It is not wide enough to accommodate parking on both side and still maintain through traffic and access for emergency vehicles is cars are parked on both sides.

Recommendation: That no parking is added to the west side of Brule from Charles to Ridgeway. The west side was selected since it has a smaller impact on residents and the mail service is provided on the west side.

2. **Signage:** Yield to Pedestrian sign requested at 9th and Park.

The new crosswalk was installed at this location in 2011. It has significant use and there was a request for additional signage. Since 9th Street is a collector, the additional signage is justified.

Recommendation: Add Yield to Pedestrian signage for the crosswalk at 9th and Park with advanced crosswalk signing.

3. **Signage:** No Outlet sign requested for Scotchwood Drive.

Scotchwood Drive does not have an outlet and truck traffic from the East Industrial Park has been observed to turn into the subdivision believing that it is a through street. Given the length of Scotchwood it is not clear that there is no outlet and the request does match our policy.

Recommendation: Add No Outlet signage for Scotchwood Drive at STH 32/57.

4. **Safety:** Intersection of Grant, Suburban, and Allard.

Staff has received complaints about safety at this location. With the current design of the offset intersection, it is very difficult for pedestrians to cross the street. Additionally, all three streets are busy, with Grant Street being designated as a minor arterial and both Suburban and Apollo as collectors by the Brown County Transportation Committee. This intersection has constant use by pedestrians of all ages throughout the year both for school related functions and also summer activities. During the school year, the City does provide a crossing guard, however, it is not effective since the timing of when students use the intersection is varied depending on whether they are walking to school (arrive earlier) or biking to school (arrive later).

Staff has looked at multiple options to improve safety at the intersection. Due to the complexity of the intersection a long term solution needed to be designed. Since Grant is under the County jurisdiction, we also needed their concurrence on any proposed improvements.

Recommendation: The proposed solution includes multi items:

- a. Grant Street: Grant Street would be modified with bump outs and the crosswalk would be relocated as shown on the attached map. This would allow for safer pedestrian movements and effective traffic flow.
- b. Signage: Pedestrian actuated signage would be added to the intersection. This signage would provide advanced warnings to vehicles approaching the intersection.
- c. Cost: The approximate cost for these improvements would be around \$30,000 (\$15,000 for the signage and \$15,000 for the concrete work). This cost would need to be added to the 2014 budget or it would need to be programmed for 2015. Please note that with the new signage, the Police Department would not need a crossing guard at this location, saving approximately \$4,800 per year.

Respectfully Submitted:

Captain Dale Haagen
Eric Rakers
Ken Pabich

De Pere Police Department
De Pere Engineering
De Pere City Planner

CITY OF DE PERE

335 South Broadway
De Pere, WI 54115
Fax No.: 920/339-4049
Web: <http://www.de-pere.org>



Parking and Traffic Team November 4, 2013 Discussion Items

Items that were reviewed (No action needed):

1. Parking: Restrict parking on 3rd and Pleasant.

There was a concern on the site distance at the intersection down 3rd. Staff reviewed the design and it meets City standards.

Recommendation: Staff feels no action is necessary.

2. Parking: Restrict parking on 3rd and Marsh.

There was a concern on the site distance at the intersection down 3rd. According to St. Norbert College, this intersection is commonly used by handicapped students. In 2012 the City did push back the parking from the intersection to improve site distance.. Instead of pushing the parking back further, the City is working with SNC to see if funding can be obtained to install lighted crosswalk signs.

Recommendation: Staff feels no action is necessary.

3. Parking: Restrict parking on Helena to one side by High School.

Helena does have enough width to support parking on both sides. By removing the parking, it would push parking onto other streets in the neighborhood and would create more safety issues.

Recommendation: Staff feels no action is necessary.

4. Safety: Crosswalk at Main and Lawrence.

A concern was expressed with the lack of a crosswalk on the south side of Main heading west. Long term this intersection is going to be redesigned and would be addressed at that time.

Next Steps: At this time, no action is required.

5. Safety: Crosswalk at Lost Dauphin and Colleen.

A concern was expressed at the crosswalks on Lost Dauphin at Colleen. These crosswalks provide access to Patriot Park for areas east of Lost Dauphin. The concern was related to the amount of traffic, speed, and crosswalk signage. The crosswalks at this location are properly signed with advanced signage. Engineering will be completing an analysis on the intersection for the amount of traffic and the speed.

Next Steps: At this time, no action is required.

6. Safety: Create drop-off zone by High School on Merrill Street.

It was suggested that a drop-off zone be added on Merrill since parents are dropping off students at the stop of Merrill and Lone Oak. The Police liaison will discuss the need with the High School; however at the staff level it is not supported due to the movements at the intersection. By taking additional parking spots away, student parking will be pushed farther into residential neighborhoods.

Next Steps: At this time, no action is required.

7. Safety: Modification of 8th and Main for traffic heading east.

Staff received a request to review traffic movement and pavement marking for eastbound Main at 8th Street. The issues arise due to left turning vehicles onto northbound 8th. Two problems occur due to this. First, because there is not dedicated left, thru vehicles stack up behind the left turn vehicle. These vehicles attempt to bypass on the right. There have been a high number of sideswipes due to vehicles attempting to bypass on the right and not seeing vehicles in the outside lane. The second problem arises when two eastbound vehicles are going straight thru the intersection. At 7th Street, eastbound Main Avenue reduces to one lane. Many times, both vehicles will “race” to get to the single lane first. Since the intersection is not going to be re-designed until 2017, staff wants to work with DOT to determine if lane assignment modifications can be made to improve the intersection.

Next Steps: At this time, no action is required.

8. Signage: Loading Zone Signage

SNC requested that the loading zoning signs be replaced or changed to “Load Zone 15 Minutes”. The Police Department will be reviewing the ordinance to see how the request can be handled. It may require amending the wording of the ordinance for loading zones.

9. Policy: Computerized System for Temporary Overnight Parking

At the last Board of Public Works meeting, there was discussion about a procedure to allow periodic overnight parking. Apparently, Milwaukee has an electronic system where residents can apply on-line for overnight parking. Staff is going to be contacting Milwaukee to discuss the system and how it works from an enforcement standpoint. Staff will also be working on the logistics of setting up a similar system on the City website.

Next Steps: At this time, no action is required.

Respectfully Submitted:

Captain Dale Haagen
Eric Rakers
Ken Pabich

De Pere Police Department
De Pere Engineering
De Pere City Planner

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: November 11, 2013

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Discussion of Commercial Garbage & Recycling Collection

ATTACHMENTS:

- Commercial Garbage & Recycling Collection (DOC)
- Commercial Garbage & Recycling Attachments (PDF)

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
Date: November 7, 2013
Subject: Discussion of Commercial Garbage & Recycling Collection

The intent of this memo is to start discussions regarding the collection of garbage and recycling for commercial properties and consider whether the City wants to continue with collecting garbage and recycling for commercial and other nonresidential properties.

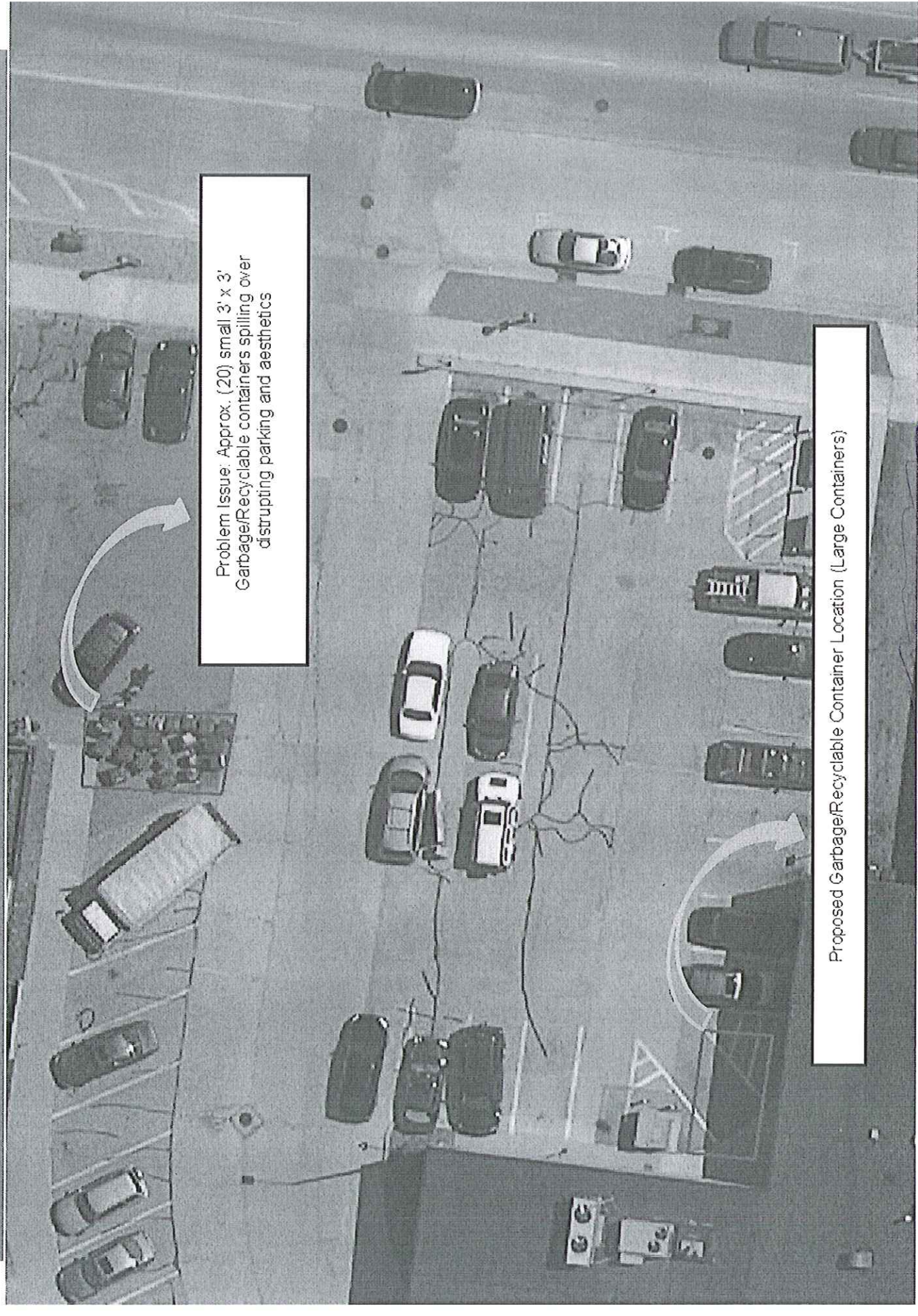
As we consider what needs to be done for a long term solution, we need to look at what are some of the issues with collecting for commercial and other nonresidential garbage and recycling:

- Issue of cart storage especially in the downtown business districts in a lot of areas the storage area is very unsightly. One of the current issues at hand is the storage of carts behind 305 Main Avenue. (See attachment #1) Discussion has been ongoing with the businesses in the Nicolet Square area as part of the downtown master plan pertaining to the storage of garbage and recycling carts. Existing and new businesses have also voiced concerns in the past and want the City to do something with the carts because it is an eye sore. In this particular situation, staff has come up with a short term solution (see attachment #1) which would be to move the cart storage. Unfortunately this will still continue to be an “eye sore” so the City needs to look at more of a long term solution.
- There are many nonresidential facilities and properties (commercial, retail, industrial, institutional, and governmental facilities) (See attachment #2). that exceed the ordinance per Chapter 82 (See attachment #3) for the amount of carts they can have. The City needs to determine how we address this issue with the existing properties that have more than five (5) carts. Currently, when a business asks for additional carts now that would exceed the five (5) cart total they are told they cannot have additional carts. Some businesses will then hire a private company to provide them a dumpster. Do we require the same for all properties exceeding the five (5) cart minimum that they hire a private company? The City currently provides garbage and recycling collection services for approximately 200 (See attachment #4) out of 482 nonresidential properties throughout the City.
- As part of this discussion regarding maximum allowable carts we need to also evaluate the maximum amount that residential properties can have as well. Staff would recommend some type of system that would promote recycling where there would be no limits on recycling carts but there would be an extra annual charge for exceeding garbage carts for residential properties.

- If the City wants to clean up the “eye sore” with the cart storage then dumpsters need to be required. The City cannot pick up dumpsters therefore a private hauler would need to provide them. If this were to occur would the City make the businesses go with a private hauler and they would be responsible for the costs? Staff got an estimate for the Nicolet Square business area for a private hauler to provide dumpsters and it would cost approximately \$8,000 per year. Unless the City makes the businesses go with a private hauler the City would be responsible for these costs. The other issue with requiring dumpsters is a storage area would have to be located and built.
- There is an ongoing issue with collection for the downtown businesses. On collection day, the businesses are required to put their cart out to the alley way which blocks the parking stalls. Staff has tried to minimize the impact to parking by collecting at 7 am but the businesses have refused to place their carts out any earlier than 9 am.
- What are the surrounding communities doing pertaining to the collecting for commercial businesses? Staff did a quick survey of other communities in the area (See attachment #5) and those that responded staff found that Allouez, Bellevue, Green Bay, Lawrence, Ledgeview, Howard, and Pulaski do not provide commercial collection. If the City stops collection for all commercial, retail, industrial, and institutional facilities the City could save approximately \$14,118 in landfill fees and reduce approximately 10 hours per week in operational costs which equates to approximately \$52,000 in labor and equipment costs.

As mentioned previously, we need to decide whether or not to continue to provide garbage and recycling collection services for nonresidential properties. Staff would recommend eliminating these services over the next 12 months or so. This would allow time to sit down and discuss with these properties so they would have ample time to switch to a private hauler.

Garbage/Recyclable issue regarding Pasquale's International Café



Problem Issue: Approx. (20) small 3' x 3' Garbage/Recyclable containers spilling over disrupting parking and aesthetics

Proposed Garbage/Recyclable Container Location (Large Containers)

Attachment #1

GARBAGE AND RECYCLE CONTAINERS**DE PERE BUSINESSES WITH OVER 5 TOTAL CARTS**

BUSINESS NAME	LOCATION	# R CARTS	# G CARTS	TOTAL
Pasquales	Main St	5	4	9
Community Center	600 Grant St	4	3	7
St Norberts	400 Grant	0	6	6
That Covers It	622 George St	2	6	8
Great Harvest Bread	802 George St	3	3	6
De Pere Ice Center	1450 Ft. Howard	4	6	10
River City Ice / Classic Dimensions	105 Ft. Howard	3	4	7
Mobil	746 Main	4	4	8
6 apartments	2130 Lost Dauphin	4	4	8
4 units	494 S Good Hope	4	3	7
Duplex	486-488 S. Good Hope	4	4	8
Honey Hole	413 Main	3	3	6
Gyro Kabobs	337 Main	2	4	6
Buddha's	363 Main	5	3	8
Jersey's	365 Main	0	6	6
Knights on Main	401 Main	0	6	6
Keweenaw	368 Main	2	4	6
Long Branch	334 Main	3	3	6
Nickys	331 Main	5	3	8
Turba	100-102-106 S. Broadway	5	6	11
The Vault	127 N. Broadway	4	3	7
McGeorge's	415 George St	6	3	9
Bilotti's	109 N. Broadway	3	3	6
Apartments - 24 units	1110 Terry Lane	36	37	73
Notre Dame Middle School	221 S Wisconsin	6	10	16
Notre Dame Elementary	100 S. Huron	2	7	9
Police	335 S. Broadway	6	5	11
De Pere Christian Outreach	506 Butler	0	6	6
WI International School (Gone?)	405 Grant St	2	4	6
Citgo	1017 4th St	3	3	6
Broadband Solutions	1886 Commerce	4	2	6
All Canada Properties, LLC (?)	1889 Commerce	4	3	7
MSC	925 S. Sixth St	16	25	41

Attachment II

De Pere, Wisconsin, Code of Ordinances >> PART II - MUNICIPAL CODE >> Chapter 82 SOLID WASTE/CURBSIDE RECYCLABLE COLLECTION >>

Chapter 82 SOLID WASTE/CURBSIDE RECYCLABLE COLLECTION ¹¹

Sec. 82-1. Definitions.

Sec. 82-2. Collection limits and frequency.

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

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

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

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

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

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

Sec. 82-9. Special regulations.

Sec. 82-10. Enforcement provisions.

Sec. 82-11. Compost site.

Sec. 82-1. Definitions.

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

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

Brush means trimmings from shrubs and trees, tree limbs less than six inches in diameter, and stalks from garden plants. Brush does not include stumps, root balls or logs greater than six inches in diameter.

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

Collectable recyclables means aluminum containers, corrugated paper, or other container board; foam polystyrene packaging; glass containers; magazines; newspaper, office paper; rigid plastic containers, including those made of PETE, HDPE, PVC, LDPE, PP, PS, and other resins or multiple resins; steel containers; and bi-metal containers. The items listed as collectable recyclables in this definition may be modified by the director of public works in accordance with the effective date of state law or applicable state department of natural resources regulations or variances therefrom. The director of public works shall be responsible for informing the public of all acceptable collectable recyclables.

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

Commercial garbage means waste resulting from the operation of business enterprises, including, but not limited to, offices, stores, taverns, service stations, restaurants and similar

businesses, excluding hazardous, toxic, noxious or offensive waste, brush, yard waste, refuse or commercial debris.

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

Construction debris means all waste resulting from construction or reconstruction of any building, roadway, sidewalk, or sewer; also, any yard waste or brush generated by a service contractor.

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

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

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

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

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

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

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

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

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

Magazines means magazines and other materials printed on similar paper.

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

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

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

Newspaper means a newspaper and other materials printed on newsprint.

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

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

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

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

Overflow collection day means a day on which garbage placed in a disposable bag may be placed along side but not inside the polycart for collection. An overflow collection day shall be such day (s) as is declared by the city and shall also mean any such day that an "overflow tag" is affixed to the garbage bag which is placed outside the polycart.

Overflow tag means the tag purchased at city hall or the municipal service center for the privilege of placing garbage bags not in a polycart out for pick up. Each overflow tag shall permit the placement of no more than two overflow garbage bags for collection. The fee for such tag shall be as established by resolution of the common council.

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

Person means any individual, corporation, partnership, association, local governmental unit, as defined in Wis. Stats. § 66.299(1)(a), state agency or authority, or federal agency.

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

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

Polycart means a reusable container approved by the street department and specifically designed to be adaptable to city garbage and recycling truck automated pickup.

Postconsumer waste means solid waste other than solid waste generated in the production of goods, hazardous waste, as defined in Wis. Stats. § 144.61(5), waste from construction and demolition of structures, scrap automobiles, or high-volume industrial waste, as defined in Wis. Stats. § 144.44(7)(a)1.

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

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

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

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

Refuse or rubbish means miscellaneous waste material that is bulky or of such a size as is not normally collected with garbage including but not limited to furniture, carpet, mattresses, screen/storm doors, swing sets, plumbing fixtures, ovens, washtubs, wheelbarrows, bikes, box springs and similar items. Refuse or rubbish also means air conditioners, dehumidifiers, freezers, refrigerators and water coolers only if such items have a city issued Freon sticker placed upon them in advance of collection.

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

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

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

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

Solid waste facility means as specified in Wis. Stats. § 144.43(5).

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

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

Yard waste means all materials originating in the yard and garden which are capable of natural decomposition, including leaves, grass clippings, and other vegetation, exclusive of brush, stumps, root balls or logs greater than six inches in diameter.

(Code 1974, § 23.01; Ord. No. 04-04, § 1, 2-3-2004; Ord. No. 04-06, § 1, 3-2-2004; Ord. No. 04-33, § 5, 12-21-2004; Ord. No. 08-12, § 1, 5-20-2008; Ord. No. 10-08, § 1, 5-4-2010; Ord. No. 12-14, § 5, 7-17-2012)

Cross reference— Definitions, § 1-3.

Sec. 82-2. Collection limits and frequency.

- (a) *Residential source.* Normal accumulation of garbage from a residential source shall be collected by the city once each week. Normal accumulations of collectable recyclables from residential sources shall be collected once every two weeks. The maximum combined weight of the garbage and collectable recyclables placed for collection shall be 150 pounds for each one through four family, or 200 pounds if a polycart is used.
- (b) *Multifamily source.* Garbage and collectable recyclables shall not be collected from any multifamily source. All owners or designated agents of multifamily dwellings shall be responsible for the property and sanitary transportation of garbage and collectable recyclables generated from multifamily sources in compliance with all federal, state and local laws and regulations.
- (c) *Commercial or manufacturing sources.* Normal accumulations of garbage from commercial or manufacturing concerns shall be collected once each week. Normal accumulations of collectable recyclables shall be collected from a commercial or manufacturing source once each two weeks. The maximum combined weight of garbage and collectable recyclables placed for collection shall be five polycarts at a maximum of 200 pounds each per concern.
- (d) *Commercial sources in certain locations.* All normal accumulations of garbage and collectable recyclables from commercial and manufacturing concerns located in Nicolet Square, Mission Square, Perrot Square, Marquette Square, the block bounded by Fourth, Fifth, Main and Reid, and the block bounded by Broadway, Front, George and James Streets, up to a maximum limit of five polycarts of solid waste at a maximum of 200 pounds each per concern, or, upon approval of the street superintendent, up to a maximum limit of 150 pounds of solid waste per concern, shall be collected once each week.
- (e) *Other sources.* Normal accumulations of garbage from churches, schools, fraternal organizations, public buildings and municipal buildings shall be collected once per week by the city. Collectable recyclables from the sources stated in this subsection shall be collected once every two weeks. The combined weight limit of garbage and collectibles left for collection shall be five polycarts of 200 pounds each per concern.
- (f) *Construction debris.* Construction debris shall not be picked up by the street division. It shall be the responsibility of the owner and/or contractor to dispose of construction debris as provided by law.

(Code 1974, § 23.03; Ord. No. 04-33, §§ 3, 6, 12-21-2004; Ord. No. 06-44, §§ 1, 2, 2-6-2007)

Editor's note—

Ord. No. 06-44, §§ 1, 2, adopted Feb. 6, 2007, repealed subsections 82-2(f) and (g). The former subsection 82-2(h) has been renumbered as 82-2(f).

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

- (a) *Residential source.*
 - (1) The owner and/or the occupant of a residential source shall be responsible for the proper and sanitary storage of all collectable solid waste accumulated at the premises until collection.
 - (2) The owner and/or the occupant of a residential source shall provide a sufficient supply of bags, reusable containers, or polycarts to adequately hold garbage or collectable recyclables accumulating between collections without overloading.
 - (3) All bags, containers, and polycarts shall be maintained in a good, clean and sanitary condition. The owner and/or the occupant shall be responsible to keep all material subject to decomposition by the elements used to store collectible solid waste dry and

free of frost. Bags shall be securely tied and free of rips. Containers and polycarts shall not be overloaded, bent, broken or otherwise maintained so as to prevent the cover from properly fitting thereon.

- (4) The owner and/or the occupant shall be responsible for the proper sanitary storage of all other solid waste material and shall be responsible for their disposal according to law.
- (5) No owner or occupant of any building shall place or store any solid waste or polycarts in front or along side of any building or on any corner lot along the side of a building facing the abutting street except when done for lawful collection in compliance with this chapter.
- (6) Enclosures.
 - a. The building inspector or his/her designee shall have the authority to order that any exterior storage of garbage, recyclables, or refuse be enclosed in a structure if, in the building inspector's determination, the storage of such garbage, recyclables, or refuse is unsanitary or creates or tends to create a nuisance to public health or safety.
 - b. In determining whether an exterior storage structure shall be required under this section, at least the following shall be taken into account: the location of the waste storage, its proximity to residential areas, the likelihood of human exposure or contact with the waste storage areas, and the type of waste being stored. These considerations are to be deemed illustrative and not exclusive.
 - c. All structures ordered under this section shall be at least three-sided and constructed of opaque materials sufficient to ensure the waste is impervious to view from the exterior of the three sides. The walls of the structure shall be of a height equal to one foot taller than the garbage or refuse receptacle, but in no event in excess of six feet in height, and shall be painted and maintained in a neat and orderly manner. The structure shall be erected within 30 days of the order unless the order is appealed as provided below.
 - d. Any person aggrieved by such an order of the building inspector or his/her designee to enclose said waste containers shall have the opportunity to appeal such order before the board of public works for its review within ten days of the issuance of the order.
 - e. Multi-family source. Effective November 15, 2003, all collectible solid waste from a multi-family source shall be stored in an enclosed structure or building. All enclosures or structures shall be at least three-sided and constructed of opaque materials sufficient to ensure the waste is impervious to view from the exterior of the three sides. The walls of the structure shall be of a height equal to one foot taller than the garbage or refuse receptacle, but in no event in excess of six feet in height, and shall be maintained in a neat and orderly manner.
 - f. Collectible commercial and manufacturing. In mall areas, commercial and manufacturing concerns shall store garbage and collectable recyclables in weatherproof containers which design, location and operation shall be approved of by the street superintendent.

(Code 1974, § 23.04; Ord. No. 03-18, § 1, 8-5-2003; Ord. No. 08-12, § 2, 5-20-2008)

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

- (a) *Location of containers for collection.*
 - (1) *Residential.*
 - a. Residential garbage and collectable recyclables from single-family, duplex, tri-plex and four-plex sources will be prepared as set forth below and placed for collection within three feet of the curblin; and
 - b. All residential garbage and collectable recyclables shall be placed in the polycart. The polycart shall be placed with the lid fully closed within three feet of the curb with the directional arrow pointing toward the street.
 - (2) *Multifamily, commercial and manufacturing.* There shall be no collection of garbage and collectable recyclables from multifamily sources. Collection of garbage and collectable recyclables from commercial and manufacturing concerns shall be at the curblin where available. Collections may be made at the alley line where such concerns are served by an alley or adjacent to the sidewalk in mall areas, subject to the consent and approval of the street superintendent.
 - (3) *Location of containers in winter.* During winter months, garbage or collectable recyclables shall be placed in the driveway apron or on an adjacent area to the curblin which has been shoveled free of snow. In cases where the street superintendent determines that collection would be best facilitated by allowing property owners to place garbage at some other accessible points, this subsection may be waived by the city.
- (b) *Preparation of garbage for collection generally.* All garbage placed curbside for collection shall be prepared as provided under this section. Reusable containers which are not polycarts issued by the city shall not be placed for collection and shall not be emptied by city crews.
 - (1) *Residential garbage.*
 - a. All residential garbage must be enclosed in disposable bags before being placed inside polycarts. Before placing any garbage in a disposable bag it shall first be drained and/or wrapped in paper so that the garbage is relatively dry. It shall be the responsibility of each patron to keep the garbage relatively free from rainwater and snow until collection.
 - b. No garbage shall be placed outside the polycart for collection unless the collection day is an "overflow collection day" or unless the resident has affixed an overflow tag to one of two plastic bags placed outside the cart for collection.
 - (2) *Condominiums.*
 - a. Residential garbage and collectable recyclables from condominium units shall not take place upon the private condominium property unless the following are present:
 - 1. The private property provides adequate ingress and egress to municipal equipment and vehicles with such maneuverability as to allow that equipment and vehicles to access and depart the property without the necessity of backing the vehicles off of the private property; and
 - 2. The owner of such private property executes a Hold Harmless Agreements as approved by the Common Council on March 2, 2004 (Resolution 04-31).
 - b. If the condominium development cannot or does not comply with the above requirements, residential garbage and collectible recyclables will be collected

from such development if prepared in accordance with this section and placed for collection within three feet of the curbline.

- (3) *Commercial and manufacturing garbage.* Except as provided at subsection 82-2(d), commercial and manufacturing garbage must be enclosed in a disposable bag(s) and placed in a polycart. Before placing commercial or manufacturing garbage in a disposable bag it shall first be drained and/or wrapped in paper so that the garbage is relatively dry.
- (4) *Condition of disposable bags and polycarts placed for collection.* Each patron placing garbage for collection under this section shall utilize a sufficient number of bags and polycarts to adequately hold the garbage. All bags shall be securely tied and free of rips and tears. No sharp edges or protrusions shall be present.
- (c) *Collection of recyclables.* Collectable recyclables shall be separated from garbage and other collectable solid waste and placed for collection in conformity with this subsection.
 - (1) *Residential collectable recyclables.* Occupants of single-family and two-family to four-family residences shall, to the greatest extent practicable, separate collectable recyclables from garbage and other solid waste and shall keep the collectable recyclables clean and free of contaminants, such as produce residue, oil or grease, or other nonrecyclable materials, including, but not limited to, household hazardous waste, medical waste and agricultural chemical containers. Recyclable materials shall be stored in a manner which protects them from wind, rain and other inclement weather, and shall be placed curbside for collection as provided at subsection (a) of this section. Collectable recyclables and newspaper, office paper, corrugated paper and other container bound shall be placed in polycarts which must be obtained from the city and placed for collection.
 - (2) *Commercial and manufacturing sources.* Recyclable materials may be placed for collection as provided in subsection (a)(2) of this section in one or more polycarts approved of by the street superintendent as designated for collection of recyclables.
 - (3) *Responsibilities of owners or designated agents of multifamily dwellings.* Owners or designated agents of multifamily dwellings shall be responsible to:
 - a. Provide adequate separate containers for recyclable materials;
 - b. Notify tenants in writing at the time of renting or leasing the dwelling and at least semiannually thereafter about the established recycling programs;
 - c. Provide for the collection of materials separated from the solid waste by tenants and the delivery of the materials to a recycling material facility;
 - d. Notify tenants of the reasons to reduce and recycle solid waste, which includes materials collected, how to prepare the materials in order to meet the processing requirement, collection methods or sites, locations and hours of operation, and a contact person or company, including the name, address and telephone number.

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

- (4) *Responsibilities of owners or designated agents of nonresidential facilities and properties.* Owners or designated agents of nonresidential facilities and properties shall:
 - a. Provide adequate, separate containers for recyclable material.

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

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

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

(Code 1974, § 23.05; Ord. No. 04-04, § 2, 2-3-2004; Ord. No. 08-12, § 3, 5-20-2008)

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

- (a) Brush, refuse and yard waste shall be collected as determined by the board of public works.
- (b) When collected, brush, refuse and yard waste shall be prepared as follows:
 - (1) *Brush.* Brush shall be placed in stacks aligned parallel to the curb and shall not obstruct either the street (and gutters) or sidewalk. In areas where there are no sidewalks, brush shall be placed within four feet of the curblane and placed in stacks

aligned parallel to the curbline and in such a manner as to not interfere with the flow of water in the gutters.

- (2) *Wooden boxes and lumber.* Bulky material such as wooden boxes and lumber shall be broken up so it can be reasonably handled and loaded by one person into the collection truck.
- (3) *Refuse.* Refuse shall be placed at the curbside in such a manner as to provide the greatest ease of loading and collection into a truck. All refuse shall be free of jagged or sharp edges, protruding nails, protruding screws and any other hazardous condition.
- (4) *Yard waste.* Yard waste shall be placed neatly in piles within six feet of the curbline and in such a manner as not to interfere with the flow of water through the gutters nor to obstruct the sidewalk or street.
- (5) *Carpeting.* Carpeting placed at the curb shall be in rolls no greater than four feet in length.
- (c) The city may establish such refuse/rubbish drop-off sites as deemed appropriate by the board of public works. Only refuse or rubbish as defined in this chapter and prepared in accordance with this section shall be deposited at any designated drop-off site. The director of public works shall establish reasonable regulations pertaining to the operation of drop-off site(s).

(Code 1974, § 23.06; Ord. No. 04-04, § 3, 2-3-2004; Ord. No. 06-44, § 3, 2-6-2007; Ord. No. 10-08, § 3, 5-4-2010)

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

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

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

(Code 1974, § 23.07; Ord. No. 10-08, § 2, 5-4-2010)

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

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

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

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

(Code 1974, § 23.08)

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

- (a) *Disposal of animal offal and other offensive wastes.* Animal offal and other offensive waste, including dead animals, fish, fowl and the droppings from pets, manure and nightsoil may not be placed for collection by the municipal collection service. It is the responsibility of the owner of such animals to dispose the waste in a sanitary manner.
- (b) *Dead animal.* The owner/custodian of dead dogs, cats and other animals shall notify the street superintendent for information concerning handling and disposal.
- (c) *Cinders and ashes.* Cinders and ashes or any smoldering embers shall not be placed for collection.
- (d) *Disposal of infectious material.* The removal of apparel, bedding or other refuse from homes or places where highly infectious or contagious diseases have prevailed shall be performed under the supervision and direction of the city health officer. Such waste shall not be placed curbside for collection with normal garbage or collectable recyclables.
- (e) *Hazardous and/or toxic waste.* Placing or depositing any hazardous or toxic waste including, without limitation, explosive materials such as dynamite, dynamite caps, shotgun shells, rifle cartridges, gunpowder, gasoline or other similar material in disposable bag, polycart, recyclable box or bundle for collection is prohibited.
- (f) *Questions concerning disposal.* When any patron is in doubt as to proper preparation, handling and disposal of any type of solid waste, he shall communicate with the street superintendent for information concerning handling and disposal.

(Code 1974, § 23.09)

Sec. 82-9. Special regulations.

- (a) *Accumulation of waste.* If the owner, occupant or lessee of any premises shall neglect or refuse to clean up and remove from the premises any solid waste when ordered to do so by the city health officer, the owner, occupant or lessee shall be liable for the penalty provided for violation of this chapter. Should the accumulation occur on any street, alley or public

thoroughfare, the waste may be collected by the street superintendent and the entire cost assessed against the abutting property.

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

(Code 1974, § 23.10)

Sec. 82-10. Enforcement provisions.

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

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

Sec. 82-11. Compost site.

- (a) *Regulations.*
 - (1) No bags or reusable containers may be disposed of at the compost site.
 - (2) Persons transporting yard waste shall cover or otherwise contain the waste in such a manner as to prevent scattering or dumping of yard waste in transport.
 - (3) The hours of operation of the compost site shall be published by the department of public works.

- (b) *Special regulations for landscape/lawn care operations.*
- (1) *Permit required.* All landscape/lawn care operations shall obtain a permit allowing such operations to utilize the compost site to dispose of yard waste generated by such operation. Permits shall be valid January 1 through December 31 of each year.
 - (2) *Permit fee.* The fee for such permit shall be established by resolution of the common council.
 - (3) *Penalty for no permit.* In addition to other penalties provided under these ordinances, the permit fee required under this provision may be doubled for landscape/lawn care operations which fail to obtain a permit before using the compost site.
 - (4) *Removal prohibited.* The permit shall not operate to allow any landscape/lawn care operation to remove any compost, yard waste, or other materials from the compost site.

(Ord. No. 04-33. § 4, 12-21-2004)

FOOTNOTE(S):

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Cross reference— Litter. § 8-9; water and sewer service. ch. 26; construction site erosion control, ch. 42; building code, ch. 54; littering and damage to property during construction, § 54-5; public health. ch. 74; mobile home parks, ch. 90. (Back)

**2012 INVENTORY OF DE PERE BUSINESSES
GARBAGE AND RECYCLE CONTAINERS**

Business Name	Location	# Recycle Carts	# Garbage Carts
Bank Mutual	749 Main	1	1
Wine Cellar	801 Main	1	1
Brian Van De Hey Insurance	753 Reid St.	1	2
Dary's Last Tangle Salon & Spa	747 Reid St.	1	2
Juntunen Dental	115 S. 8th St.	1	2
Ameriprise	721 Main	1	1
Schmidt & Associates	723 Main	0	1
Community Center	600 Grant	4	3
St. Norberts	400 Grant	0	6
Wisconsin International School	405 Grant	2	2
Apartment Developers Inc.: Computer, Sun Seekers, Darby, Freshhair Salon, Tasteful Cake	310 N. Wisconsin	3	5
Fire Department	335 S. Broadway	3	2
Pullen Accounting	119 S. Wisconsin	1	1
Seroogy's Office	115 S. Wisconsin	1	1
Van Drisse Chiropractic	502 George St.	1	2
That Covers It	622 George St.	2	6
Studio	620 George St.	1	1
Great Harvest Bread	802 George St.	3	3
De Pere Chiropractic Center	820 George St.	1	1
Kimco Engraving	1104 Honey Court	1	1
Turriff Plumbing	1010 Honey Court	1	2
Hockers Plumbing	830 Cook St.	0	1
Creative Design Jewelers	840 Cook St.	1	1
Hope Lutheran Church	700 S. Superior St.	1	2
Mac Dental	233 S. Erie	1	0
Williams Jewelers	115 S. Erie St.	1	1
Toy Box	1002 George	0	1
Summer Leigh Building	921 George St.	1	1
Pack N Ship	905 George St.	1	1
De Pere Auto Center	705 George St.	1	1
Beefs Corner Bar	617 Ft. Howard	4	1
De Pere Ice Center	1450 Ft. Howard	4	6
Feaker Brothers Co.	1669 Ft. Howard	0	4
Parkview Auto Sales	1641 Ft. Howard	1	1
River City Ice/ Classic Dimensions	105 St. Howard	3	4
Poor Daddies Pub & Grill	101 Ft. Howard	1	1
Mobil	746 Main	4	4
Hoffman Trucking	880 Glory Rd	1	1
Ambrosius	840 N. 9th St.	0	4
Animal Hospital	703 N. 9th St.	2	2
James G. Fritche	277 N. 9th St.	2	2
Associated Bank	201 N. 9th	1	1

2012 INVENTORY OF DE PERE BUSINESSES

Business Name	GARBAGE AND RECYCLE CONTAINERS Location	# Recycle Carts	# Garbage Carts
Napa Auto Parts/Van Den Heuvel Electric/1st Congregational	928-940 Oak St.	2	4
Ryan Funeral Home	305 N. 10th St.	2	2
Old No. 7	121 10th St.	1	2
Fox World Travel	114 S. 9th St.	1	1
Fire Station No. 2	1180 Grant St.	1	2
Lamers Bus	430 S. 9th St.	2	2
Bike Hub	1025 N. Broadway	1	3
Nicolet National Bank	1011 N. Broadway	1	1
Dr. C.J. Van Sistine	1001 N. Broadway	1	1
State Farm Flagship Mortgage/Industrial Group/ JCA Marketing	435 S. N. Broadway	3	4
Flower Gallery	409 N. Broadway	1	2
White Pillars Museum	403 N. Broadway	1	1
Automation Systems	311 Franklin	1	0
Radue Homes	230-232 S. Erie St+815 Lewis	4	6
	327 N. 6th St.	1	2
	2121 Lost Dauphin	1	1
	2123 Lost Dauphin	1	2
	2130 Lost Dauphin	4	4
	494 S. Good Hope	4	3
	486-488 S. Good Hope	4	4
Mission Heights	1401,1403,1405,1407,14009,1411,1413,1415	3	4
	1244 S. Erie	2	3
	1234 S. Erie	4	0
	201 S. Superior	1	1
United Sign	1117 Suburban Ct.	0	4
VA Custom Cabinet	1717 Suburban	2	0
Royal Custom Plastics	1709 Suburban	0	1
Forte	2201 American	1	0
Landscape Associates	2385 Lawrence	1	1
Assisted Living	1742/1744 Burgoyne	2	6
	1232 Red Maple	0	1
	1238/1244 Red Maple	1	1
	1251 Scheuring (multiple #s)	2	1
	1253 Scheuring	1	1
Joe's Service	400 Main	2	1
ISC	436 Main	3	2
Car Quest	444 Main	1	1
The Meeting Place	486 Main	1	1
Dr. Hansen	111 N 5th	1	1
Core Revival	500 Main	1	1
Christ the Rock	556 Main	1	1

2012 INVENTORY OF DE PERE BUSINESSES

Business Name	GARBAGE AND RECYCLE CONTAINERS Location	# Recycle Carts	# Garbage Carts
Pioneer Credit Union	108 5th St.	1	1
Associated Bank	115 4th St.	1	1
Wealth Plan	116 3rd St.	1	1
Noir Blanc	409 Main	2	2
Honey Hole	413 Main	3	3
Stowe Drug	375 Main	1	1
Landscape Artisans	371 Main	1	1
Gyro Kabobs	337 Main	2	4
NPS	355 Main	0	1
Buddha's	363 Main	5	3
Jersey's	365 Main	0	6
Baba Louies	421 Main	3	2
Knights on Main	401 Main	0	6
Nell & Associates	380 Main	2	2
Keweenaw	368 Main	2	4
David Matyas	366 Main	0	1
Manders Plumbing	360-362 Main	1	1
C. Renier Architects	348 Main	2	2
Williams CPA	342 Main	1	1
Shakers	338 Main	2	2
Long Branch	334 Main	3	3
Luna Café	330 Main	2	3
Landmark	320 Main	2	3
4044 Center	300-310 Main	0	1
Pasquales	301-305 Main	5	4
	313 Main	2	3
Kerkhoff	317 Main	3	2
Head's Up	321 Main	0	1
The Avenue Shoppes	327 Main	1	3
Personal Training for Women	345 Main	0	2
The Point	339 Main	0	1
Nickys	331 Main	5	3
Martin Photo	417 Main	1	2
Lamp Shades	101 S. Broadway	1	1
FRV	1075 S. Broadway	2	2
De Pere Business Center	115 S. Broadway	2	3
Fox River Tickets	125 S. Broadway	2	2
River Crest	135 S. Broadway	2	3
	123 S. Broadway	2	1
Gillespie	416 George	2	3
Belles of Elegance	112-114 S. Broadway	2	3
Tile & Stone	126 S. Broadway	2	2
Century Lanes	132 S. Broadway	3	2
Turba	100-102-106 S. Broadway	5	6
The Vault	127 N. Broadway	4	3
Union Hotel	200 N. Broadway	2	3

2012 INVENTORY OF DE PERE BUSINESSES

Business Name	GARBAGE AND RECYCLE CONTAINERS Location	# Recycle Carts	# Garbage Carts
Northwestern Bldg.	131 N. Broadway	1	1
Herb Shop	117 N. Broadway	1	1
New Life	115 N. Wisconsin	1	3
McGeorge's	415 George St.	6	3
Hey Daisy/Hansen's	124 N. Broadway	3	4
Alpha Delights	124 N. Broadway	0	5
Performa	124 N. Broadway	2	2
Life's a Stitch	124 N. Broadway	2	0
Zegers	124 N. Broadway	2	0
Klika	124 N. Broadway	0	1
Misc	124 N. Broadway	0	3
Puddle Duck	124 N. Broadway	0	1
Snips & Giggles	124 N. Broadway	0	1
Primitive Heart	124 N. Broadway	0	1
De Pere Cinema	417 George St.	1	5
A's Dockside	112-114 N. Broadway	2	4
Mimi Works	115 N. Broadway	1	2
Bilotti's	109 N. Broadway	3	3
Brummel Architectural Group (BAG)	107 N. Broadway	1	2
	129 N. Broadway	1	1
Carol Shier	129 S. Broadway	1	1
Edward Jones/Butterfly Books	116-118 N. Broadway	4	3
Bouchee	351-353 Main	1	2
Old Ford Square: Azure/La Vie	421 George	2	3
Park - Bomier Boat Launch	Bomier Boat Launch	1	1
Park - Optimist Park	Optimist Park	8	5
Park - Legion Pool	Legion Pool	4	4
Park - Legion Ball Diamond	Legion Ball Diamond	3	2
Park - Martin Park	Martin Park	1	1
Park - Foxpoint	Foxpoint	2	2
Park - Voyageur	Voyageur	3	0
Park - Patriot Park	Patriot Park	1	1
Park - VFW Park	VFW Park	2	2
Park - VFW	VFW	1	0
Park - VFW Ball Diamond	VFW Ball Diamond	1	0
Park - Kelly Danen	Kelly Danen	2	2
Park - Southwest Park	Southwest Park	2	2
McCoys	715 N. 8th St.	0	1
Nies Plumbing	2045 Profit	0	0
Cotter Funeral Home	860 Webster Ave.	2	2
Apartments	1110 Terry Lane	36	37
Badgerland Printing	610 George St.	0	1
Creekside Christian Montessori	133 S. Superior	1	3
Notre Dame Middle School	221 S. Wisconsin	6	10
Notre Dame Elementary	100 S. Huron	2	7
Police	335 S. Broadway	6	5

2012 INVENTORY OF DE PERE BUSINESSES

Business Name	Location	# Recycle Carts	# Garbage Carts
MCC Concrete	1205 Lawrence Dr	0	2
Corpo Bene LLC	1111 Lawrence Dr.	1	1
De Pere Christian Outreach	506 Butler	0	6
Wisconsin International School	405 Grant St.	2	4
Citgo	1017 4th St.	3	3
De Pere Foundry	805 Sixth St.	1	2
	1165 Scheuring Rd	2	2
Krause Financial	1234 Enterprise	1	1
	840 O'Keefe	1	3
Action Heating	870 Heritage	0	2
Sawtooth Wood Working	1750 s. Broadway	2	2
Don Van Straten	850 Prosper Rd	0	2
Valley Cabinet	845 Prosper Rd	1	2
B&J Machine	801 Prosper Rd	1	3
	2021 Enterprise	1	2
Thermo Fab Plastics	2081 Enterprise	1	3
Asphalt Seal & Repair	2077 Enterprise	0	1
Daanen & Janssen	2000 Enterprise	3	1
Element	2081 Profit	3	2
Ritchie Metal	1940 S. Broadway	1	0
Broadband Solutions	1886 Commerce	4	2
	1889 Commerce	4	3
Accident & Tru North	1195 Scheuring	2	2
Hein Construction	1700 E. Matthew	1	0
De Pere Cabinet	1745 E. Mathew	1	0
Wash World	1755 E. Matthew	0	5
Mail Hand	1745 Suburban	1	4
CMG	1733 Suburban	1	3
Bis Automation	1725 Suburban	0	4
St. John's Church	1700 Lost Dauphin	1	4
Syble Hopp	755 Scheuring	2	2
River Side Rides	305 Lande	1	2
Paluka's Van Vegel's Auction	2050 Profit	3	1
	815 Prosper	0	2
Clover Ridge	825 Prosper	0	1
Novak Cheese	1200 Enterprise	1	1
Amerilux	1212 Enterprise	2	2
PAI (ED-2074)	1300 Enterprise	1	0
Philip B. Rttynr Family Dentistry	617 George	0	1
Bay Catering	615 George	2	2
Trulley Irish Gifts	609 George	1	1
Assemblage Studio (Common Objects Art)	611 George	1	1
Northwestern Mutual	605 George St.	1	1
Genes II	519 George St.	1	3
Wild Root	114 N. Michigan	2	2
Seroogy's	144 N. Wisconsin	1	0

Business Name	Location	# Recycle Carts	# Garbage Carts
Roels, Keidantz, Fronsee & Danen	515 George St.	1	1
Sweet Peas	106 N. Wisconsin	1	2
Paintin Pottery and Bead/Power Yoga	520 - 522 George St.	2	1
Bank Mutual	330 N. Broadway	2	2
Walsh & Walsh S.C.	1000 N. Broadway	1	1
For the Birds	1040 N. Broadway	1	2
Zesty's	1051 N. Broadway	1	0
Van Gemert Memorials	1041 N. Broadway	1	1
Brown County Park Office	1500 Ft. Howard	1	0
MSC	925 S. Sixth St.	16	25
TOTALS		416	543

**Comparison of
Municipalities' Garbage Collection**

Municipality
APPLETON

Contact Number
(920) 832-5580
(Public Works)

Municipality Service Provisions

Slowly phasing out commercial garbage pick up. Used to be full commercial with dumpsters, got out of the dumpsters and grandfathered in those businesses that had small (90 gal) containers - not more than 3. As those buildings decided they no longer want the small containers, then the pick up discontinues for that building and they have to get a commercial provider for pick up. Recycle is on a different fee schedule and they do pick up for their commercial clients.

ALLOUEZ

(920) 448-2800

Allouez does not provide garbage or recycle pick up for commercial properties.

ASHWAUBENON

(920) 493-2308

No dumpster pick ups. Commercial Garbage pick up is limited to one small (90gal) container per business, if they have more than that they must get a commercial provider to pick up. All businesses that desire pick up by Ashwaubenon fill out an application that the street superintendent uses to determine service.

BELLEVUE

(920) 468-5225

No service to commercial units.

GREEN BAY

No commercial pick up, but for residential up to a four-plex they will pick up. Otherwise they need to go commercial.

LAWRENCE

(920) 336-9131

Businesses have to contract on their own. Lawrence picks up residential garbage through a contract with Veolia.

LEDGEVIEW

Ledgeview does not provide garbage or recycle pick up for commercial properties.

VILLAGE OF WRIGHTSTOWN

920-532-0433

The Village provides one garbage cart and one recycle cart to each residence and business in the village. Should they need more containers, they must contract with a private service. The Village provides service to 4 plex and under apartment units.

Attachment #5

Comparison of
Municipalities' Garbage Collection

3.11.b

<u>Municipality</u>	<u>Contact Number</u>	<u>Municipality Service Provisions</u>
HOWARD	920-434-4060	The Village of Howard does not provide garbage or recycle pick up for commercial entities. They only pick up for residential and duplex units.
PULASKI	920-822-5182	Pulaski does not provide garbage or recycle pick up for commercial properties.