



Board of Public Works

Regular Meeting

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

Agenda

Monday, November 8, 2021	7:30 PM	Council Chambers and Virtual
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Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Board of Public Works** of the City of De Pere will be held on **November 8, 2021** at **7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET, DE PERE.**

The public may attend the meeting either in person in the Council Chambers or electronically/telephonically. Electronic or telephonic access to the meeting is provided below:

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

OR

You can also dial in using your phone.

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

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

Access Code: 154-883-285

This meeting may also be rebroadcast on Spectrum Cable Channel 4 and AT&T U-verse Channel 99 throughout the week and available on demand at <http://deperewi.igmp2.com/>.

I. Call to Order

1. Roll Call

II. Public Comment Period

III. Items

1. Approval of the Board of Public Works October 11, 2021 Meeting Minutes
2. Consideration and possible action on Brown County Solid Waste Agreement*
3. Consideration and possible action on Ninth Street Interceptor Agreement between the City of De Pere and Green Bay Metropolitan Sewerage District*
4. Consideration and possible action on five year agreement for snow removal services for Nicolet Art Alley
5. Consideration and possible action on State – Municipal Agreement for STH 32*
6. Consideration and possible action on fill storage
7. Consideration and possible action on implementing online bidding platform through QuestCDN
8. Discuss Relocation of City's Compost Facility

IV. Future Agenda Items

V. Adjournment

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

Any person wishing to attend this meeting who, because of disability, requires special

accommodations should contact the Clerk-Treasurer's office at 339-4050 by Noon, Monday, November 8, 2021 so that arrangements can be made.

Agenda Sent To:

MAYOR

ALDERPERSONS

DEPARTMENT HEADS

DEFINITELY DE PERE

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City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: November 8, 2021

DEPARTMENT: Board of Public Works

FROM: Betty Sellenheim

SUBJECT: Approval of the Board of Public Works October 11, 2021 Meeting Minutes

ATTACHMENTS:

- 2021 1011 BOPW Draft Minutes (PDF)



Board of Public Works

Regular Meeting

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

Draft Minutes

Monday, October 11, 2021

7:30 PM

Council Chambers and Virtual

I. Call to Order

The meeting was called to order at 7:40 PM by Mayor James Boyd

Attendee Name	Title	Status	Arrived
James Boyd	Mayor	Present	
Dan Carpenter	Aldersperson	Present	
Jonathon Hansen	Aldersperson	Present	
Shana Defnet Ledvina	Aldersperson	Excused	
Dean Raasch	Aldersperson	Present	

Scott Thoresen, Public Works Director
Eric Rakers, City Engineer
Betty Sellenheim, Recording Secretary (Remote)
Larry Delo, City Administrator (Remote)

II. Public Comment Period

None

III. Items

1. Approval of the Board of Public Works September 13, 2021 Meeting Minutes

Aldersperson Raasch moved to approve the Board of Public Works September 13, 2021 Meeting Minutes, seconded by Aldersperson Carpenter. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Aldersperson
SECONDER:	Dan Carpenter, Aldersperson
AYES:	James Boyd, Dan Carpenter, Jonathon Hansen, Dean Raasch
EXCUSED:	Shana Defnet Ledvina

2. Consideration and Possible Action on Updating the Policy for the Installation of Gap Sidewalks along Vacant Parcels to Include Language for the Deferral of Gap Sidewalk Installation Orders

Eric Rakers, City Engineer, explained the update to the Gap Sidewalk Installation Policy allowing for deferrals.

Aldersperson Carpenter clarified the potential twelve year timeline of installation with an extension in cases where the sidewalk is ordered to be constructed due to it being 10 years since the first building permit for the subdivision.

Mayor Boyd moved to approve updating the policy for the Installation of Gap Sidewalks along vacant parcels to include language for the deferral of gap sidewalk installation orders, seconded by Aldersperson Carpenter. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Mayor
SECONDER:	Dan Carpenter, Alderperson
AYES:	James Boyd, Dan Carpenter, Jonathon Hansen, Dean Raasch
EXCUSED:	Shana Defnet Ledvina

3. Consideration and possible action on Phragmites Management Plan*

Eric Rakers, City Engineer, outlined staff's phragmites management plan including actions to be taken to eradicate in stormwater locations that are being negatively impacted by phragmites and budget to begin in 2023, unless funds become available or are designated in the 2022 budget.

Alderperson Hansen asked when staff thought they would know whether funds were available in 2022 to begin removals. Mr. Rakers said he would likely know by July, but staff would work to have a proposal prepared to receive bids on short notice. Alderperson Raasch clarified that funding would be designated in the budget for 2023, but if funds were available, staff would work to start the process in 2022. Mr. Rakers agreed that was correct. Scott Thoresen, Public Works Director, explained staff's current funding approach and added that \$20,000 could be allocated for 2022 during the budget public hearing. Larry Delo, City Administrator, explained the Mayor could allocate the funds prior to the public hearing, as the executive budget had not been completed. Alderperson Carpenter asked for additional information on the length of time required to fight phragmites. Mr. Rakers explained with the funds being requested, he is hopeful that in the future there could be years that minimal to no work would be needed to keep it maintained.

Mayor Boyd moved to open the meeting for public comment at 7:54 PM, seconded by Alderperson Hansen. Upon vote, the motion passed unanimously.

Karen Kabacinski (923 Trailside) thanked staff for establishing a plan and the Board for allowing residents to address their concerns. Ms. Kabacinski further expressed interest in funds being allocated for 2022 and detailed the work the Trailside Condo Associations has completed to remove phragmites from their lawn and landscaping.

Peter Mertens (915 Trailside) suggested staff reach out to landscaping services with experience in phragmites and explained the work Lizer performed for the Condo Associations and the results they saw.

Mayor Boyd moved to return to regular session at 7:58 PM, seconded by Alderperson Raasch. Upon vote, the motion passed unanimously.

Alderperson Carpenter moved to approve the Phragmites Management Plan as recommended by staff, seconded by Alderperson Hansen. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Jonathon Hansen, Alderperson
AYES:	James Boyd, Dan Carpenter, Jonathon Hansen, Dean Raasch
EXCUSED:	Shana Defnet Ledvina

4. Consideration and possible action on Municipal Service Center Expansion*

Scott Thoresen, Public Works Director, outlined the work completed by SEH, Inc. the consultant hired by the City for designing the expansion of the Municipal Service Center and explained why the site is being considered for expansion. Mr. Thoresen stated staff had anticipated a price tag on the expansion of approximately \$6 Million. Upon completion of the consultant's work, staff was presented with a cost significantly higher than anticipated (approximately \$15 Million). Staff subsequently asked SEH, Inc. to present a phased approach to the project. Mr. Thoresen outlined the potential phases to completing the expansion. Mr. Thoresen explained that SEH, Inc. was under contract to complete the design and bidding documents for a full expansion plan and asked the Board to decide the direction of the expansion moving forward. Mr. Thoresen explained shelving the plans for bidding at a later date and their viability for about 2-3 years. Larry Delo, City Administrator, suggested the Board direct staff to have SEH, Inc. complete the design in phases and shelve it to be bid in 2023 and decide based on the bids whether or not to proceed with the work. Mayor Boyd asked if staff would bid phase 1a or all of it. Mr. Delo suggested bidding both – the entire project and in phases.

Alderperson Carpenter moved to approve the design and preparation of bidding documents for the Municipal Service Center Expansion in three phases to be bid and funded for 2023, seconded by Mayor Boyd.

Alderperson Hansen asked staff why the cost varied widely from what was anticipated, besides increased construction costs. Mr. Thoresen explained the square footage increased and there was previously unknown electrical relocation work, but said construction costs account for a large portion of it. Alderperson Hansen asked about the contingency amount (20%) and general conditions in each phase (15%). Mr. Thoresen stated the 20% contingency was typical but did not know about the 15% general conditions. Mr. Delo provided a list from the internet that may be included under general conditions including: job site trailers, tools, and safety and administrative costs, among others. Alderperson Hansen asked the life expectancy of the site before requiring additional expansions or relocation, if all three phases were completed. Mr. Thoresen stated a minimum of ten years but was dependent on the growth rate of the City. Alderperson Carpenter remarked on the City being landlocked and requested that other communities be offered buildings on the MSC site that would be removed due to the expansion for their use (i.e. salt shed). Alderperson Raasch expressed concerns about spending \$15 Million for vehicle storage and asked how many extra years of use would be added by having all equipment under cover. Mr. Thoresen explained that equipment such as plow trucks can get 16-17 years of life but lose about 5-6 years being stored outside due to issues like UV and rodent activity. Alderperson Raasch stated that he sees many cases, especially in agricultural settings, that parking indoors increases rodent activity and has observed many companies with large equipment that does not get parked inside and life cycle of the vehicles is based more on the work put into them, rather than how they are stored. Alderperson Raasch stated he could not support a \$15 million

garage. Mr. Thoresen explained other improvements included in the expansion including replacing the fuel tank system. Alderperson Carpenter further added the work on the wash bay included in the expansion project and stated that in the time he worked for the City never heard of a rodent issue with vehicles stored inside but many times with those stored outside. Mr. Thoresen added the tight quarters for storing vehicles has resulted in multiple incidents of vehicle damage over the years. Alderperson Hansen asked if there were other locations, off-site, that staff could rent to store equipment. Mr. Thoresen stated staff has been looking and has not found suitable locations. Alderperson Hansen asked the cost of splitting the design into three phases. Mr. Thoresen outlined the entire cost, the cost to date, and the need to discuss changes to the contract with the consultant. Alderperson Hansen asked for updated cost estimates once the design was completed.

Upon vote, the motion passed 3-1 with Alderperson Raasch voting no.

RESULT:	ADOPTED [3 TO 1]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	James Boyd, Mayor
AYES:	James Boyd, Dan Carpenter, Jonathon Hansen
NAYS:	Dean Raasch
EXCUSED:	Shana Defnet Ledvina

5. Consideration and possible action on 2021-2022 Snow & Ice Removal Rates

Scott Thoresen, Public Works Director, explained the annual process of approving winter snow removal rates for properties in violation of City Ordinance Section 22-18(f) that are cleared by City crews.

Alderperson Carpenter clarified conflicting numbers on the attachments. Mr. Thoresen explained it is a difference in rounding in excel.

Alderperson Carpenter moved to approve the 2021-2022 snow & ice removal rates, seconded by Mayor Boyd. Upon vote, the motion passed 3-1 with Alderperson Raasch voting no.

RESULT:	ADOPTED [3 TO 1]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	James Boyd, Mayor
AYES:	James Boyd, Dan Carpenter, Jonathon Hansen
NAYS:	Dean Raasch
EXCUSED:	Shana Defnet Ledvina

6. Consideration and possible action on City Engineer Parking & Traffic Recommendations*

Eric Rakers, City Engineer, outlined the recommended parking and traffic changes including:

- 1) Restricting parking on Richco Court by Green Bay Highway Products.
- 2) Modifying parking on west side of S. Huron Street from No Parking to No Standing, Stopping, or Parking between Signs.

Alderperson Carpenter asked if this modification had been discussed with the school. Mr. Rakers stated it had been brought forward from the Police Department and not discussed with the school, but staff worked with the school to establish all no parking in the area and there was no intention of that space being used for loading and unloading.

3) Restricting parking on west side of N. Tenth Street from Main Avenue to the south Oak Street right-of-way.

Alderson Raasch expressed concerns about backed up traffic to Main Avenue. Mr. Rakers explained that the two way left turn lane would not fix all the backed up traffic but should decrease the number of times traffic is backed up onto Main Avenue or cars pass on the left to travel on N. Tenth Street. Mr. Rakers stated he would reach out to Starbucks regarding their implementation of new practices. Alderson Carpenter requested staff reach out to Starbucks regarding posting a notice to pull cars closer together in the drive-thru. Alderson Raasch suggested that Starbucks work with their property owner/management company to set aside a few parking spaces for large or complicated orders that take extra time to move cars out of the queue.

4) Reinstalling school zone signs on Ryan Road and installing a school zone sign on Diversity around Altmayer School.

5) Installing school zone signs on Lourdes Street near Our Lady of Lourdes School. Alderson Raasch stated the request for this item that he received was from Our Lady of Lourdes School and was primarily due to speeds with the increased traffic volume from West De Pere Middle School back parking lot.

Alderson Carpenter moved to approve the City Engineer parking & traffic recommendations, seconded by Alderson Raasch. Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderson
SECONDER:	Dean Raasch, Alderson
AYES:	James Boyd, Dan Carpenter, Jonathon Hansen, Dean Raasch
EXCUSED:	Shana Defnet Ledvina

7. Discuss City Engineer Recommendation for No-Action Parking & Traffic Discussion Items

Eric Rakers, City Engineer, outlined the discussion items for no-action parking and traffic including:

- 1) Installing a Park sign on Ontario Street near Legion Park.
- 2) Installing a four-way stop at Ryan Road and Diversity Drive.

Alderson Hansen read a statement from the resident who had requested this item be discussed. Mr. Rakers stated that staff has made many efforts to make the intersection safe for pedestrians and suggested that if speeding is an issue; it should be addressed in a different manner than installing a four-way stop. Mr. Rakers stated that staff was close to finalizing the crossing guard policy and suspected this location would not meet the warrants. Alderson Carpenter remarked that with the school zone signs being installed, enforcement by the police could be increased.

Discussion only. No action necessary.

RESULT:	DISCUSSED
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IV. Future Agenda Items

None

V. Adjournment

Mayor Boyd moved to adjourn the meeting at 8:58 PM, seconded by Alderperson Hansen. Upon vote, the motion passed unanimously.

Respectfully submitted,
Betty Sellenheim



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: November 8, 2021

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Consideration and possible action on Brown County Solid Waste Agreement*

Brown County has been working with the various municipalities over the past year in revising the solid waste agreement. (See attached correspondence and proposed agreement) The agreement has been reviewed not only by our legal department but other City and Village attorneys as well. The County is requesting the City approve the agreement by the end of the year.

Staff recommends approving this agreement.

ATTACHMENTS:

- Brown County Final Solid Waste Agreement Letter 11-02-2021 (PDF)
- Brown County Final Solid Waste Agreement 11-02-2021 (PDF)

PORT & RESOURCE RECOVERY DEPARTMENT*Brown County*2561 SOUTH BROADWAY
GREEN BAY, WI 54304

PHONE: (920) 492-4950 | FAX: (920) 492-4957

DEAN R. HAEN
DIRECTOR

October 18, 2021

Scott Thoresen
City of De Pere
335 S. Braodway
De Pere, WI 54115

Re: New Brown County Solid Waste Agreement

Dear Scott Thoresen,

As you may have heard, the construction of the South Landfill by Brown County in the Town of Holland is expected to be completed and in operation in 2022. With the opening of the South Landfill in 2022, the Brown County Port & Resource Recovery Department is seeking to renew the Solid Waste Management Services Agreements with Brown County municipalities. The current Solid Waste Agreement was adopted in 2012 and the Recycling Agreement was adopted in 2009. The new agreement combines all solid waste services under one agreement. By doing so it is Brown County's intent to continue to provide long-term environmentally-sound solid waste management at a low cost.

The Brown County Solid Waste Agreement has been reviewed by the Brown County City, Village and Town Public Works Directors and vetted by attorneys at the cities of Green Bay and De Pere, villages of Allouez and Denmark as well as the Brown County Corporation Counsel. Approval of the blank agreement by the Brown County Board is expected to take place on October 27, 2021 after which Brown County Resource Recovery staff will be seeking approval from each municipality.

We are requesting that you review the Agreement and add it to your Board agendas for approval prior to the end of 2021.

The construction of the landfill along with ancillary facilities and acquisition of equipment is estimated at \$22 million. When the landfill opens in 2022, the communities making up the Brown, Outagamie and Winnebago County Solid Waste Partnership Agreement (BOW) will begin hauling and disposing solid waste at the new facility. The current BOW landfill in use is the Outagamie County Northeast Landfill which is expected to be full by the end of 2024. The expected life expectancy of the South landfill is 16 to 18 years.

To pay for the new landfill, Brown County is estimating an \$8/ton increase in the tipping fees for municipal customers. This initial cost increase does not include annual consumer price

index (CPI) increases. A Rate Stabilization Fund established and funded by Brown County under the existing Solid Waste Agreement has a balance of \$1.1 million which will be used by the County to allow for an incremental increase to the municipal Tipping Fee over a 5-year period beginning in 2022. The municipal Tipping Fee per ton with yearly consumer price index increases are estimated as follows:

- 2021 - \$43.84– Existing Rate
- 2022 - \$47.82
- 2023 - \$49.82
- 2024 - \$51.82*
- 2025 - \$53.82*
- 2026 - \$55.82*

**Estimated*

See Attachment #2 of the proposed Municipal Solid Waste Management Agreement for a more detailed schedule of Rate increases.

Fortunately, due to recent favorable recycling markets, the proposed cost increase in 2022 may be offset by the revenue generated by the disposal of recyclables. In September 2021, Brown County paid Brown County municipalities \$81/ton for their recyclable material.

If you need more information please contact Mark Walter at (920) 492-4950 or via email at Mark.Walter@BrownCountyWi.gov.

Sincerely,



Dean Haen
Director

Solid Waste Management Services Agreement

This Solid Waste Management Services Agreement (the “Agreement”), made and entered into this ____ day of _____, 20____ by and between Brown County, Wisconsin, a Wisconsin body corporate ("Brown County"), through its Port & Resource Recovery Department and _____ (“Municipality”). Brown County and Municipality shall collectively be referred to herein as “the Parties.” Capitalized terms used in this Agreement are defined in Section 1.

WITNESSETH:

WHEREAS, Brown County desires to enter into an Agreement with Municipality for the provision of long-term Solid Waste Management Services on the terms and subject to the conditions provided herein, such services to include the storage, transfer, source separation, processing, treatment, recovery and disposal of Solid Waste, Recycling and Household Hazardous Waste (“Solid Waste Management Services”); and,

WHEREAS, this Agreement combines and replaces the existing Solid Waste Management Services Agreement and the Municipal Recycling Agreement; and,

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

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

WHEREAS, Brown County in 2002 signed the Brown, Outagamie and Winnebago County Solid Waste Partnership Agreement (“BOW Agreement”) covering 25 years or until the South Landfill closes to share landfill disposal services and to construct engineered sanitary landfills that meet both the federal design standards of the Resource Conservation and Recovery Act (“RCRA”), Subtitle D and Wisconsin Department of Natural Resources standards; and,

WHEREAS, in 2009 Brown, Outagamie and Winnebago Counties jointly constructed a single-stream Material Recovery Facility to process and separate recyclable materials collected by municipalities within the three counties; and,

WHEREAS, Brown County has established a multi-tiered Solid Waste and Recycling Tipping Fee system that provides a Preferred Rate to Municipalities utilizing the Brown County Solid Waste Management System; and,

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

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

WHEREAS, Brown County and Municipality agree that the mutual obligation and purpose of this Agreement is to establish a low-cost Preferred Rate, with appropriate adjustments, at Brown County’s landfill, transfer stations or designee for all solid waste and residential curbside recycling generated by Municipality, and to guarantee the delivery of all of Municipality’s solid waste and recycling, over which it has control as stipulated within the Municipality’s Recycling Ordinance, to Brown County for appropriate management to justify such Preferred Rate; and,

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

1. DEFINITIONS – For purposes of this Agreement, the following terms shall be defined as follows:

- A. “Additional Services” means the following services, the payment for which is not included in Tipping Fees: Household Hazardous Waste, Sharps Disposal Services, Electronic Recycling, Tire Recycling, Appliance Recycling, Scrap Metal Recycling, Food Waste Recovery and such other resource recovery services as may be offered from time to time as conditions and markets warrant.
- B. “Board” refers to the Solid Waste Board which was established by the Brown County Board under Sec. 59.07(135) (now Sec. 59.70(2), Wis. Stats.) with powers defined hereunder and in Chapter 12 of the Brown County code.
- C. “BOW Agreement” refers to the Intergovernmental Solid Waste Disposal Agreement for Brown, Outagamie and Winnebago Counties.
- D. “Designated Drop-Off Location” means the Landfill, Solid Waste Transfer Station, Recycling Transfer Station or other final disposal destination designated by Brown County as the location for Solid Waste and Recycling to be delivered pursuant to this Agreement.
- E. “Director” means the Director of the Brown County Port & Resource Recovery Department or their designee.
- F. “Force Majeure” means an act of God; strikes or other industrial disturbances; acts of public enemy; acts of terrorism; blockades; wars; insurrections or riots; epidemics and

pandemics; landslides; earthquakes; fires; storms; floods or washouts; civil disturbances; or explosions.

- G. “Gate Rate” means a Tipping Fee charged for the acceptance of solid waste or recycling not subject to any agreement.
- H. “Hazardous Waste” means waste defined as hazardous waste by Chapter 291 of the Wisconsin Statutes and the Chapter NR 600 Series of the Wisconsin Administrative Code, as may be amended from time to time.
- I. “Host Community” means the town of Holland (Stock Landfill site) in Brown County or Outagamie County or Winnebago County designated disposal locations where the Board has received WDNR landfill siting approvals to build and operate a landfill or other solid waste treatment facilities.
- J. “Host Community Agreement” means an agreement between the Board and the Host Community which describes and defines the obligations and responsibilities of the parties.
- K. “Landfill” means the designated BOW landfill facility in use during the period of this Agreement which includes the Outagamie County East landfill (and its Northeast expansion) and the Brown County South landfill which are subject to the BOW Agreement.
- L. “Recyclable Materials” are those materials designated in Wis. Stats. 287.07 (3) as banned from solid waste disposal and identified in Exhibits D and E and which include plastic bottles, aluminum cans, steel cans, glass bottles, cardboard and paper.
- M. “Recycling” means the transfer, transporting, processing, marketing and conversion of solid wastes into usable materials or products and includes the stockpiling and disposal of non-usable portions of solid wastes but does not include the collection of solid wastes.
- N. “Responsible Unit” means a municipality, county, another unit of government, including a federally recognized Indian tribe or band in this state, or solid waste management system under s. 59.70 (2), that is designated under s. 287.09 (1).
- O. “Plan of Operation” means that certain Plan of Operation approved by the State of Wisconsin for the Landfill.
- P. “Preferred Rate” means the lowest rate among the multi-tiered Tipping Fees offered.
- Q. “Solid Waste” means waste defined as solid waste by Chapter 289 of the Wisconsin Statutes and the Chapter NR 500 series of the Wisconsin Administrative Code, as may be amended from time to time.

- R. “Solid Waste Reduction Measures” means recycling or other measures taken by Municipality to reduce the amount of Solid Waste generated by the municipality.
- S. “Tipping Fee” means the per ton rate established by the Board for the disposal, recycling, salvage or beneficial use of delivered Solid Waste and Recycling and includes both the Preferred Rate and the Gate Rate. The Board may establish different Tipping Fees for the disposal, salvage or beneficial use of other types of materials, including but not limited to, petroleum contaminated soil, asbestos, special wastes, foundry sands, construction and demolition debris, appliances, tires and batteries.
- T. “Solid Waste Transfer Station” means a building located at 3734 West Mason Street established to transfer Solid Waste to the receiving Landfill.
- U. “Recycling Transfer Station” means a building located at 2561 S. Broadway established to transfer recyclable material to the Tri-County Material Recovery Facility.

2. This Agreement supersedes all previous Solid Waste Management Services agreements between Municipality and the Board.

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

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

- A. Subject to the terms of this Agreement, Brown County agrees to accept all of Municipality’s collected and/or contracted collections of residential, industrial and commercial Solid Waste and Recycling, provided such material is of a kind or nature that may be legally accepted at the Designated Drop-Off Locations.
- B. The Brown County Solid Waste Transfer Station at 3734 W. Mason Street in the village of Hobart, Wisconsin will accept Solid Waste for transport to the Landfill or a temporary alternative disposal drop-off location mutually agreed upon by the Parties, if an emergency condition warrants. Brown County will accept only Solid Waste approved for disposal pursuant to Wisconsin Department of Natural Resources policies, the Landfill’s license and approved Plan of Operation, and Wisconsin Administrative Code.
- C. The Brown County South Landfill at 1258 Mill Road (County IL) in the town of Holland, Wisconsin will accept Solid Waste approved for disposal pursuant to Wisconsin Department of Natural Resources policies, the Landfill’s license and approved Plan of Operation, and Wisconsin Administrative Code.

- D. The Brown County Recycling Transfer Station at 2561 S. Broadway in the village of Ashwaubenon, Wisconsin will accept all recyclable materials generated by the Municipality through its residential curbside recycling program for transport to the Tri-County Material Recovery Facility (MRF) for processing according to all State Regulations. Acceptable materials are those materials designated in Wis. Stats. 287.07 (3) as banned from solid waste disposal as noted in Exhibits D & E and include plastic bottles, aluminum cans, steel cans, glass bottles, cardboard and paper. Upon delivery to the Brown County Recycling Transfer Station, and acceptance by Brown County, title to all such recyclable materials shall pass from the Municipality to Brown County. Brown County reserves the right to add or modify the materials it accepts based upon available markets. The County will give three (3) months written notice prior to accepting or not accepting a material that is not required by the WDNR.
- E. Brown County will make available to Municipality certain Additional Services such as Household Hazardous Waste Disposal and Sharps Disposal which Brown County deems necessary to augment Solid Waste disposal. All or part of the cost of any Additional Services may be subsidized by Landfill Tipping Fees at Brown County's sole discretion.
- F. Brown County shall provide a certified scale to facilitate proper billing on a per ton basis.
- G. Brown County agrees to meet with Municipalities in June of each year, and at other times as needed throughout the year, to discuss operations, budgets and alternative solid waste management opportunities.
- H. Brown County and Municipality shall endeavor to cooperate, for so long as they both agree, to investigate emerging solid waste management technologies that may be economically and environmentally beneficial to each and, in the event Brown County and Municipality mutually agree, plan, budget and fund the development and implementation of such technologies so that the economic costs and benefits resulting from such technologies are shared between Brown County and Municipality. Any such arrangement for the investigation, planning, budgeting and funding for the development and implementation of such technologies, as well as sharing the economic costs and benefits of such technologies, shall be pursuant to a separate and supplemental validly signed written agreement between Brown County and Municipality.
- I. In the event that Brown County, without the assistance of Municipality, implements any new solid waste management technologies, Brown County may undertake a financial review of the economic benefits and costs and consider, in Brown County's sole discretion, whether such benefits necessitate the renegotiation of the terms and conditions of the BOW Agreement; provided that, any such renegotiation must be in accordance with the terms of the BOW Agreement.
- J. Brown County agrees to provide disposal or recycling services for other materials as listed in Exhibit C and Exhibit F for a separate fee. These materials and fees will be set on an annual basis depending on the availability of markets.

5. MUNICIPALITY RESPONSIBILITIES –Municipality agrees to the following:

- A. Unless otherwise authorized in writing by the Director, Municipality agrees to deliver all collected and/or contracted collections of acceptable Solid Waste and Recyclable Materials under control of the Municipality and generated by Municipality and its constituents or residents for the term of this Agreement to the Designated Drop Off Locations. Acceptable Solid Waste types are shown in Exhibit A; unacceptable Solid Waste types are shown in Exhibit B; acceptable Recyclable Materials are shown in Exhibit D. Construction debris and excavation material generated by a municipal agreement with a private vendor that may be used as clean fill elsewhere is exempt from this Agreement. Brown County recognizes that Solid Waste Reduction Measures may result in reductions in total annual tonnage received from Municipality.
- B. Municipality will pay the Preferred Rate on a per ton basis for all Solid Waste delivered to and accepted by Brown County pursuant to this Agreement.
- C. Municipality shall be responsible for disposal of, and all associated costs for handling, unacceptable waste delivered to and rejected by the Designated Drop-Off Location. If unacceptable waste is delivered to the Designated Drop-Off Location, the Director or designee shall notify the Municipality to have the waste removed, transported and disposed in accordance with all applicable laws. If the Municipality does not make arrangements to remove the waste within six (6) hours of said notice, in a manner to the satisfaction of Brown County at its sole discretion, then Brown County may, but is not obligated to, manage the waste at its discretion and at the Municipality's sole expense. Municipality is responsible for any and all costs associated with limiting the Designated Drop-Off Location operation and/or for any other Designated Drop-Off Location users' additional costs associated with the user's inability to use the Designated Drop-Off Location due to unacceptable waste delivered to the Designated Drop-Off Location by the Municipality. Municipality shall indemnify and hold harmless Brown County for any costs and/or damages incurred as a result of Municipality's failure to comply with this subsection of Section Five of this Agreement.

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

- D. Municipality shall require all vehicles transporting Solid Waste delivered pursuant to this Agreement to transport such wastes in enclosed trucks, trailers, or vehicles, or shall cover the Solid Waste with a secure tarpaulin. Municipality shall not permit or fail to adequately prevent any Solid Waste material from falling out or off of, or blowing out or off of, any vehicle transporting Solid Waste for Municipality.

- E. Municipality will ensure that all third-party contracts negotiated for the collection and hauling of municipally collected recyclables under control of the Municipality require delivery of all such material to Brown County.
- F. Municipality shall retain its RU status as defined by the WDNR. Municipality shall be required to insure it meets all obligations of this status and perform as required tasks such as enforcement, education, etc.
- G. Municipality agrees to take necessary steps to ensure high level quality for the recyclable material it collects and delivers to Brown County's facility. These steps may include, but are not limited to education, cart/bin inspections, rejecting material curbside, etc. Brown County reserves the right to reject poor quality loads at Municipality's expense.
- H. Municipality will limit the compaction of its recycling loads by using suitably designed collection routes and appropriately sized collection vehicles that limit compaction to no more than 600 lbs/cy. Municipality is responsible for providing all necessary collection carts, bins and vehicles in order to properly manage its recycling collection program.

6. TIPPING FEES – Tipping Fees for Solid Waste and Recycling will be set separately as follows:

- A. **SOLID WASTE TIPPING FEE** - The initial Preferred Rate and the Gate Rate of the Solid Waste Tipping Fees for this Agreement shall be identified in Attachment #1. The Solid Waste Tipping Fees (both Preferred Rate and Gate Rate) may be adjusted on January 1 of each year at Brown County's discretion. Except as noted in Attachment #2 Schedule for Utilization of the Rate Stabilization Fund, the Solid Waste Tipping Fees may annually increase by not more than the annual change from May to May of the Consumer Price Index, for all Urban Wage Earners and Clerical Workers (CPI-W). In addition to the CPI-W adjustment, the Solid Waste Tipping Fee may also be increased as a direct result of (i) a Federal or State mandated capital project; (ii) an increase in State imposed tipping fee surcharges; (iii) an act or event beyond the reasonable control of Brown County; (iv) an increase in fees associated with the Host Community Fees; or (v) an increase or decrease in tonnage at the Designated Drop-Off Location. In the event there is an unanticipated major capital construction project, Brown County has the ability to approach the Municipality for a Solid Waste Tipping Fee increase.
- B. **RECYCLING TIPPING FEE** - Brown County agrees to calculate a Recycling Tipping Fee each month based upon operating costs and current market conditions. If at any time the cost of processing materials exceeds revenue, a rate per ton may be assessed to the Municipality. Furthermore, if revenues exceed the operational cost Brown County may pay Municipality a rate per ton for collected materials.

7. OPERATING DAYS AND HOURS – Brown County agrees to receive Municipality’s material at the Designated Drop-Off Locations during regular operations:

Solid Waste Transfer Station

Regular Hours:

January 1st - March 31st

Mon. - Fri. 7:30 am - 4:00 pm

Sat. 7:30 am - noon

April 1st - December 31st

Mon. - Fri. 7:00 am – 4:00 pm

Sat. 7:00 am – 2:00 pm

South Landfill

Regular Hours:

Mon. - Fri. 7:30 am - 5:00 pm

Sat. 7:30 am – 12:30 pm

Recycling Transfer Station

Regular Hours:

Mon. - Fri. 7:30 am - 4:00 pm

Brown County reserves the right to alter the regular operating hours as deemed necessary by Brown County. Brown County will provide reasonable notification to Municipalities of any change in regular operating hours.

If a holiday occurs during a week, the Director agrees to provide a reasonable period of operating hours for the Designated Drop-Off Location to accommodate the holiday. Nothing in this section shall preclude the Director from closing the Designated Drop-Off Location during inclement weather, such as days with high winds or any day that makes the disposal of wastes under existing state law unacceptable to Brown County. The Parties agree that the Director may extend or limit the aforementioned hours at the Director’s sole discretion.

Municipality may, with at least twenty-four (24) hours’ notice, request the Director to extend normal operating hours. Municipality agrees to pay an hourly rate established by Brown County for extended hours.

8. PENALTIES –Municipality is obligated to deliver all Solid Waste and Recyclable Materials to Brown County, as provided in Section 5. In the event that Municipality diverts Solid Waste for treatment or disposal to a facility owned or operated by a person other than Brown County, a penalty shall be assessed to offset the losses incurred by Brown County. The total penalty shall be calculated based on the amount of tonnage diverted in a year, multiplied by the Preferred Rate. The penalty will be assessed at the end of each Agreement year and shall be promptly paid by Municipality. Penalties shall not be assessed for the reduction of Solid Waste delivery due to Solid Waste Reduction Measures.

9. FORCE MAJEURE – Should Brown County or Municipality be delayed or prevented in whole or in part from performing any obligation or condition hereunder by reason of or as a result of any Force Majeure, Brown County or Municipality shall be excused from performing such obligations or conditions while Brown County or Municipality is so delayed or prevented

and for ten (10) days thereafter. The Director shall use best efforts to arrange for Municipality's Solid Waste to be accepted for disposal at another landfill or Recyclable Materials at another Material Recovery Facility during any Force Majeure event that prevents normal operations at the Designated Drop-Off Locations.

10. ASSIGNMENT – The Parties shall not assign or transfer any interest or obligation in this Agreement, whether by assignment or notation, without the prior written consent of the Director.

11. DEFAULT – Should either party breach any provision of this Agreement, the other party may pursue the legal and equitable remedies available to it for the breach of this Agreement. The breaching party must cure the breach within ten (10) working days of its actual notice of breach or this Agreement may be terminated by the other party upon thirty (30) days written notice of the failure to cure the breach.

12. NOTICE – A letter addressed and sent by certified United States mail to either party at its business address shown hereinafter shall be sufficient notice whenever required for any purpose in this Agreement.

Brown County Port & Resource Recovery Department
2561 South Broadway
Green Bay, WI 54304

13. DAMAGES –Municipality shall pay Brown County for any damages, fees, expenses, costs, penalties, fines, whatsoever incurred by Brown County as a result of Municipality's delivery of materials which fail to meet the standards identified in the Plan of Operation or Exhibit A of this Agreement, as may be amended from time to time as provided for in Section 4 hereof. The Municipality shall also pay Brown County the penalties, if any, called for by Section 8 hereof, and such penalties shall be in addition to and not in lieu of other damages.

14. TERMINATION

- A. This Agreement is null and void if Brown County determines not to renew the BOW Agreement for consecutive 25-year terms, or if the Brown County South Landfill reaches capacity.
- B. Municipality may terminate this agreement upon ninety (90) day written notice if Brown County raises Solid Waste Tipping Fees beyond the allowable CPI-W adjustment for reasons not contemplated in Paragraph 6 of this Agreement.

15. SEVERABILITY – If any one (1) or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such illegality or unenforceability shall not affect the legality or enforceability of any other provision of this Agreement.

16. APPLICABLE LAW – The civil and regulatory laws, ordinances and regulations of Brown County and other municipalities in Brown County, which currently apply and are in force and

effect or may in the future be adopted, with respect to the subject matter of this Agreement, and matters which are necessarily related, shall continue in force and effect and be enforced in the usual manner in municipal courts and state circuit courts, with regard to enforcement or interpretation of this Agreement. This provision shall continue for the term of this Agreement.

Any future Brown County ordinances that affect the Solid Waste Management System, and any future civil and regulatory laws, ordinances and regulations of other municipalities in Brown County, may result in an addendum to this Agreement.

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

17. HOLD HARMLESS – Brown County agrees to defend, indemnify, save and hold harmless Municipality, its elected and appointed officials, officers, employees and agents, representatives and volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, damages, liabilities, interest, attorneys fees, costs and expenses of whatsoever kind of natured in any manner directly caused, occasioned, or contributed to in whole or in part or claimed to be causes, occasioned or contributed to in whole or in part, arising or claimed to arise from implementation and operation of this Agreement when such liability, damage, loss, claim, demand, or action is based upon any illegal solid waste flow control or any allegation of Federal or State Anti-Trust or Commerce clause violations. The obligation to indemnify, defend and hold harmless the Municipality, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable except to the extent that liability results from the negligence or intentional actions or inactions of the Municipality, its elected and appointed officials, officers, employees, agents, representatives and volunteers. It is the intent of this clause that Brown County will defend or pay the defense expenses of Municipality and reimburse Municipality for cost incurred, including damages, fines, fees, judgments, forfeitures, and any other cost imposed by virtue of claims made or litigation commenced against Municipality when such claim or litigation is based upon the above. Nothing in this Section 17 is intended to waive or affect any other right, title, interest, defense or claim to other legal or equitable relief of the Parties, all such rights, claims and defenses being expressly reserved, including the right to seek contribution under the federal Comprehensive Environmental Response, Compensation, and Liability Act and counterpart state law. This indemnity provision shall survive the termination or expiration of this Agreement

[Signature page follows]

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

Brown County Executive

Municipality of

Brown County Port & Resource Recovery
Director

(Municipal Official)

(Title)

Attachment #1

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

The Solid Waste Preferred Rate tipping fee for 2022 is \$47.82/ton; the Solid Waste Gate Rate is \$53.00/ton. The Recycling Tipping Fee is set each month based on market conditions. Solid Waste Management Services not performed pursuant to this Agreement will be subject to the Gate Rate. Future Tipping Fees will be established by the Board under the terms of the Agreement.

Attachment #2

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

The Brown County Rate Stabilization Fund was established in the 2013 Budget in an effort to reduce the occurrence of major tipping fee increases in any one budget year. The Fund will be used to mitigate the expected \$8/ton increase in tipping fees for municipal customers due to the openings of the Brown County South Landfill in 2022 and the Outagamie County Northwest Landfill in 2024 to allow for an incremental increase in the municipal Preferred Contract Rate. The initial cost increase is estimated at \$8.00/ton not including CPI in the first five years. Brown County will use its Rate Stabilization Fund to incrementally increase the Preferred Rate by \$1.50 per ton each year not including CPI increases. After Year 2, the County will reevaluate costs and adjust the Rate Stabilization Funds usage to recognize actual costs and discuss with the customer any tipping fee increase necessary beyond CPI. The targeted amount of the fund was \$1 million. At the time of this Agreement, Brown County had a fund balance of \$1.1 million in the account.

Schedule for Utilization of the Rate Stabilization Fund

5-year TIP Fee Increase	2021	2022	2023	2024	2025	2026	Total
Estimated Annual Tonnage	85,000	85,000	85,000	85,000	85,000	85,000	
Stabilized Annual Tip Fee Increase	\$ -	\$ 1.50	\$ 1.50	\$ 1.50	\$ 1.50	\$ 1.50	\$ 7.50
Annual CPI Increase	\$ 0.23	\$ 2.48	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 4.48
Total Annual Tip Fee Increase	\$ 0.23	\$ 3.98	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 11.98
Annual Tip Fee w/Rate Stabilization (Estimate)	\$ 43.84	\$ 47.82	\$ 49.82	\$ 51.82	\$ 53.82	\$ 55.82	
Annual Tip Fee w/o Rate Stabilization (Estimate)	\$ 43.84	\$ 51.82	\$ 52.32	\$ 55.32	\$ 55.82	\$ 56.32	
Stabilization Rate		\$ 4.00	\$ 2.50	\$ 3.50	\$ 2.00	\$ 0.50	
Rate Stabilization Fund Usage		\$ 340,000	\$ 212,500	\$ 297,500	\$ 170,000	\$ 42,500	\$ 1,062,500

Exhibit A

Acceptable Solid Waste – Solid Waste Transfer Station and/or Landfill

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

Exhibit B

Unacceptable Solid Waste

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

Exhibit C

Solid waste accepted at Transfer Station or Landfill for recycling

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

Exhibit D

Acceptable Recyclable Material – Recycling Transfer Station

1. Aluminum Cans and Bottles
2. Steel and Bi-Metal Cans
3. Metal Lids and Caps
4. Empty Aerosol Cans, not Containing a Pesticide
5. All Plastic Household Bottles, Jugs and Containers
6. Green Glass Containers
7. Brown Glass Containers
8. Clear (Flint) Glass Containers
9. Newspapers (ONP) and Inserts
10. Phone Books, Catalogs and Magazines
11. Books, both Hardcover and Softcover
12. Paperboard (Cereal, Cracker, Soda Boxes, etc.)
13. Dairy and Frozen Food Boxes
14. Mixed Office and Writing Paper
15. Corrugated Cardboard (OCC)
16. Junk Mail and Envelopes
17. Brown Paper Bags
18. Shredded Paper
19. Aseptic Cartons and Gable Topped Cartons
20. Other Recyclable Commodities as Agreed in Writing

Exhibit E

Additional Recycling Quality Requirements

In addition to the standards set forth above, Recyclable Materials must be of such quality and nature as not to:

1. Be delivered in plastic bags (minimal amounts of plastic bags are acceptable, however, Supplier will continually educate their customers not to use plastic bags), or
2. Be overly compacted (average density computed for all semi-trailer loads delivered in a specific calendar month may be up to 300 pounds/cubic yard, with no individual load being more dense than 600 pounds/cubic yard); or
3. Materially impair the strength or the durability of the MRF structures or equipment; or
4. Create flammable or explosive conditions in the MRF; or
5. Contain material that is on fire, smoldering, or potentially flammable; or
6. Contain chemical or other properties which are deleterious or capable of causing material damage to any part of the MRF, its personnel or the public; or
7. Include any hazardous or toxic substances as defined by applicable federal or state regulations, or any medical waste.

Exhibit F

2022 BROWN COUNTY PORT & RESOURCE RECOVERY RATES & FEES

WASTE DISPOSAL & RESOURCE RECOVERY					
				FEE	UNIT
Regular Refuse - Brown County Waste Transfer Station and South Landfill					
	Preferred Contract Rate Tipping Fee			\$47.83	Per Ton
	Contract Rate Tipping Fee			\$50.65	Per Ton
	Gate Rate Tipping Fee			\$53.00	Per Ton
	Minimum Fee			\$24.00	Each Load
	Waste Tires			\$325.00	Per Ton
	Asbestos			*	Per Ton
	Concrete (Landfill Only)			*	Per Ton
	Stumps and Wood Waste (Landfill Only)			*	Per Ton
	Shingles - Clean			\$18.00	Per Ton
	Large Appliances (Containing Freon)			\$15.00	Per Unit
	Large Appliances (Non-Freon Containing) & Microwaves			\$5.00	Per Unit
	Lead Acid Batteries			\$1.00	Per Unit
	Early/Late Delivery - Solid Waste Transfer Station			\$200.00	Per Hour
	Truck Scale Only			\$10.00	Per Transaction
	Safety Vests			\$5.00	Each
Recycling - Brown County Recycling Transfer Station					
	Recycling Tipping Fee			Market Rate	Per Ton
		Glass Recycling Fee		Mkt Rate + \$25.00	Per Ton
	Early/Late Delivery - Recycling Transfer Station			\$200.00	Per Hour
	Refused Material at Recycling Transfer Station			\$55.00	Per Incident
	Truck Scale only			\$10.00	Per Transaction
	Safety Vests			\$5.00	Each
Hazardous Waste - Brown County Hazardous Material Recovery Facility					
	Out-of-County Household Hazardous Waste Disposal			**	Per Pound
	Very Small Quantity Business Hazardous Waste Disposal			**	Per Pound
	Extinguishers, Waste Oil, Antifreeze, Household Batteries, Bulbs, Lamps			\$0.30	Per Pound
	Fire Extinguishers			\$5.00	Each
	Propane Cylinders (1 lb)			\$1.00	Each
	*See w w w .Brow nCountyRecycling.org for further information, terms and definitions.				
	**Call Port & Resource Recovery office at (920) 492-4950 for information and specific rates.				
PORT OF GREEN BAY					
				FEE	UNIT
Bay Port Dredged Material Rehandling Disposal Facility					
	Out-Of-County Dredged Sediment			\$19.61	Per Cu Yd
	Private Dredged Sediment			\$17.61	Per Cu Yd
	Commercial Terminal Operator Dredged Sediment			\$15.61	Per Cu Yd
	U.S. Army Corps of Engineers			\$13.61	Per Cu Yd
Harbor Tonnage Assessment					
	Over 400,000 Tons			\$0.030	Per Metric Ton
	300,000-399,999 Tons			\$0.035	Per Metric Ton
	200,000-299,999 Tons			\$0.040	Per Metric Ton
	100,000-199,999 Tons			\$0.045	Per Metric Ton
	99,999 Tons and Under			\$0.065	Per Metric Ton
	Project Cargo			\$1.50	Per Ton
	Special Projects			\$375.00	Each
	Active Minimum			\$1,550.00	Per Year
	Inactive Minimum			\$600.00	Per Year



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: November 8, 2021

DEPARTMENT: Engineering

FROM: Eric Rakers

SUBJECT: Consideration and possible action on Ninth Street Interceptor Agreement between the City of De Pere and Green Bay Metropolitan Sewerage District*

ATTACHMENTS:

- 2021 1108 CI-BOPW GBMSD NSI Agreement (PDF)
- Draft Agreement for Construction of American Blvd_Ninth Street Intercept... (PDF)
- EXHIBIT A (PDF)
- Exhibit B - CODP Agreement (PDF)
- NSI SEWER SERVICE AGREEMENT EXHIBIT C (PDF)
- 2008-01-15 Agreement Regarding Sewer Extension S of Biotech Wy along Ame... (PDF)

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: November 8, 2021

RE: **Consideration and possible action on Ninth Street Interceptor Agreement between the City of De Pere and the Green Bay Metropolitan Sewerage District***

Attached is an agreement between the City of De Pere and Green Bay Metropolitan Sewerage District (GBMSD) for the extension of the Ninth Street Interceptor (NSI) as part of the American Boulevard construction project. The City will build the sanitary sewer and invoice GBMSD for construction with a portion of this cost assigned to the City for capacity of the sewer.

Background

Staff is preparing to bid and build the American Boulevard utility and street construction project to the south City limits. The street extension includes sanitary sewer, water main, storm sewer and pond construction. The existing sanitary sewer on American Boulevard is the NSI and owned and maintained by the GBMSD. This sewer services a large part of the City's west side. The sanitary sewer extension will provide sewer service to the City and also the Town of Lawrence. De Pere and Lawrence have allocated capacity in the NSI from previous agreements.

Discussion

The agreement for the NSI sewer is for the City to construct as part of the American Boulevard extension. The interceptor will provide capacity for the remainder of the undeveloped portion of the City along American Boulevard along with an area in Lawrence. The City will oversee construction. The City will invoice GBMSD for the construction, engineering, and related project expenses. De Pere will be allocated back a portion of the costs per the agreement letter from January 15, 2008 and April 6, 2007 based on the flow. The City is allocated 2.85 cfs in this segment at an estimated cost of \$432,413.79 per Exhibit B in the draft agreement.

Recommendation

Funding for the City's portion will be through the TID. Staff recommends approval of the agreement.

**AGREEMENT FOR CONSTRUCTION OF EXTENSION
OF THE NINTH STREET INTERCEPTOR – DE PERE**

THIS AGREEMENT (the “Agreement”), is made and entered into this _____ day of _____, 2021, by and between GREEN BAY METROPOLITAN SEWERAGE DISTRICT (“GBMSD”) and CITY OF DE PERE (“De Pere”).

WITNESSETH:

WHEREAS, GBMSD is a metropolitan sewerage district organized under Chapter 200 of the Wisconsin Statutes;

WHEREAS, De Pere is a member municipality of GBMSD;

WHEREAS, GBMSD owns and operates a wastewater facility for the purpose of treating wastewater discharged to it by its members and contract customers;

WHEREAS, Development in De Pere requires the construction of an extension of the Ninth Street Interceptor more particularly described on the attached **Exhibit A** (the “Ninth Street Interceptor Extension”);

WHEREAS, The parties have agreed that De Pere shall construct the Ninth Street Interceptor Extension;

WHEREAS, The parties have agreed that GBMSD shall purchase the Ninth Street Interceptor Extension from De Pere upon completion of the Ninth Street Interceptor Extension; and

WHEREAS, De Pere has agreed to purchase certain capacity in the Ninth Street Interceptor Extension, and GBMSD agrees to allocate certain capacity in those facilities to De Pere.

NOW, THEREFORE, in consideration of the covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions. For purposes of this Agreement, the terms “Allocated Interceptor Capacity,” “Collector” and “Lateral” shall have the meanings of those terms as defined in GBMSD’s Sewer Use Ordinance.
2. Construction of Ninth Street Interceptor Extension. De Pere agrees to design, engineer and construct the Ninth Street Interceptor Extension pursuant to plans and specifications approved by GBMSD, which approval shall not be unreasonably withheld. Once approved by GBMSD, the plans and specifications for the Ninth Street Interceptor Extension shall not be changed without the consent of GBMSD. De Pere agrees to commence construction of the Ninth Street Interceptor Extension no later than April 2022 conditioned on receipt of Wisconsin Department of Natural Resources approvals for the Ninth Street Interceptor Extension and shall use its best efforts to substantially complete the construction before September 1, 2022. GBMSD agrees to cooperate with De Pere in the construction of the Ninth Street Interceptor Extension as may be reasonably be requested by De Pere. In connection with the construction of the Ninth Street Interceptor Extension, De Pere may construct the connections, including Laterals and Collectors, which are indicated on the plans and specifications.
3. Acquisition of Permits and Easements. De Pere agrees that it will acquire all easements and apply for all necessary permits for the construction of the Ninth Street Interceptor Extension. De Pere will use its best efforts to acquire said easements on a “no-cost basis.”
4. Acquisition of Interceptor Extension. GBMSD agrees to purchase from De Pere and De Pere agrees to sell to GBMSD the Ninth Street Interceptor Extension on a day mutually

agreed upon by the parties within sixty (60) days after contract completion/closeout of the Ninth Street Interceptor Extension. The purchase price for the Ninth Street Interceptor Extension shall be De Pere's Actual Costs of Construction. For the purposes of this Agreement, "Actual Costs of Construction" shall be determined by adding together the costs of construction (including easement acquisition costs), any engineering costs, any permit fees, and any interest expenses and incidental costs of financing, including legal expenses, and subtracting any state or federal grants. De Pere acknowledges that the costs of hooking up sewer connections, including Laterals and Collectors are De Pere's responsibility and those costs shall not be included in the purchase price for the Ninth Street Interceptor Extension.

5. Contractual Guarantees and Warranties. Upon notification by GBMSD, De Pere agrees to assert for GBMSD's benefit all contractual guarantees and warranties made by the contractor De Pere engages to construct the Ninth Street Interceptor Extension.

6. Allocated Interceptor Capacity. Upon acquisition of the Ninth Street Interceptor Extension, GBMSD agrees to increase De Pere's Allocated Interceptor Capacity by the amount indicated on the attached **Exhibit B**. The mapped area in **Exhibit C** is strictly a projection of the anticipated service area, which is subject to change based on the actual future development needs in the area. Any changes to the anticipated service area reflected in **Exhibit C** shall require GBMSD approval.

7. Assessment of Interceptor Cost Recovery Charge. In consideration of the allocation of the capacity set forth in Paragraph 6, above, De Pere hereby acknowledges and agrees that it shall pay to GBMSD an interceptor cost recovery charge determined by GBMSD pursuant to the methodology set forth in GBMSD's Sewer Use Ordinance. De Pere's interceptor cost recovery charge shall be based on its relative allocation as set forth in **Exhibit B**. The

assessment and the estimated payment due by De Pere is set forth on **Exhibit B**. De Pere shall pay the amount due to GBMSD pursuant to this Paragraph 7 in one lump-sum payment within thirty (30) days on invoice from GBMSD.

8. Connection to Facilities. With the exception of the connections indicated on the plans and specifications referenced in Paragraph 2, De Pere acknowledges and agrees that no sewer connections, including Laterals or Collectors, will be allowed to be made to the Ninth Street Interceptor Extension without the prior written consent of GBMSD. GBMSD shall be under no obligation to give its consent to any sewer connection requested by De Pere and GBMSD may withhold its consent for any reason. This Paragraph 8 is not intended, however, to restrict the right of De Pere to allow individual connections to their Collector systems; provided, however, that the parties acknowledge that all industrial dischargers in De Pere may need a permit from GBMSD in order to discharge their wastewater to GBMSD's sewerage system.

9. Effect of Annexation by De Pere. If De Pere annexes any territory in the Town of Lawrence ("Lawrence") which is located in Lawrence's design area for the Ninth Street Interceptor Extension, De Pere agrees to purchase from GBMSD that portion of the capacity in the Ninth Street Interceptor Extension allocated to Lawrence which is equal to the design capacity per acre for the portion annexed (the "Annexed Capacity"). The purchase price for the Annexed Capacity shall be equal to the total interceptor cost recovery assessment paid by Lawrence for the Annexed Capacity through the date of annexation, plus the balance of any Ninth Street Interceptor Extension cost recovery assessment owing by Lawrence to GBMSD for the Annexed Capacity. The purchase price shall be paid by De Pere in cash at closing and by formal assumption by De Pere of the remaining Ninth Street Interceptor Extension cost recovery assessment owing by Lawrence for the Annexed Capacity.

10. Notice. Any notice required under this Agreement shall be delivered personally or sent by certified mail, return receipt requested, to the parties at their addresses set forth below. Any party may, by like written notice at any time, and from time to time, designate a different address to which notices shall be subsequently sent. Notices given in accordance with this Section shall be deemed received when mailed.

To GBMSD: Executive Director
Green Bay Metropolitan Sewerage District
2231 N. Quincy Street
Green Bay, Wisconsin 54302

To De Pere: City Administrator
City of De Pere
335 S. Broadway
De Pere, Wisconsin 54115

11. No Third-Party Rights. Except for the parties hereto, no person, corporation, association, or any group or combination thereof, shall have any rights or interest under this Agreement; it being the express intent of the parties to exclude all third-party beneficiaries and all third-party claims, demands, actions, causes of action and suits hereunder.

12. Headings. Captions and headings are not to be used in aid of construction, but are intended for reader convenience alone.

13. Entire Agreement. This writing, which includes and incorporates the attached exhibits, contains the entire agreement of the parties. There are no understandings, written or verbal, express or implied, except as contained herein.

14. Amendment. This Agreement may be amended at any time in writing, approved and subscribed by all the parties hereto.

15. Governing Law. This Agreement shall be construed and interpreted according to the laws of the State of Wisconsin.

16. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

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

GREEN BAY METROPOLITAN SEWERAGE
DISTRICT

By:_____

Its:_____

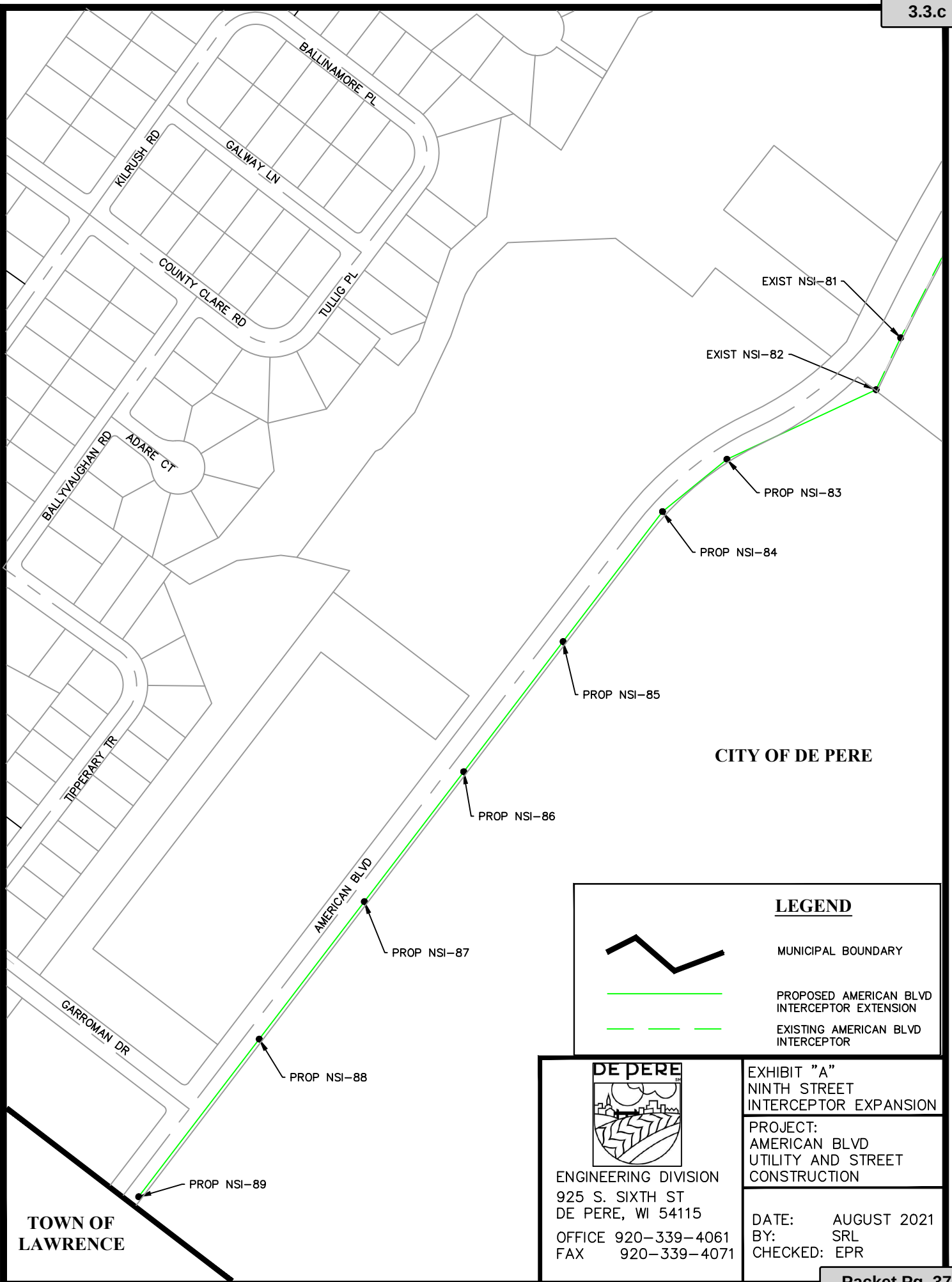
Name:_____

CITY OF DE PERE

By:_____

Its:_____

Name:_____



CITY OF DE PERE

LEGEND



MUNICIPAL BOUNDARY



PROPOSED AMERICAN BLVD
INTERCEPTOR EXTENSION



EXISTING AMERICAN BLVD
INTERCEPTOR



ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
FAX 920-339-4071

EXHIBIT "A"
NINTH STREET
INTERCEPTOR EXPANSION

PROJECT:
AMERICAN BLVD
UTILITY AND STREET
CONSTRUCTION

DATE: AUGUST 2021
BY: SRL
CHECKED: EPR

TOWN OF
LAWRENCE

Interceptor Cost Recovery Charge - Ninth Street Interceptor

EXHIBIT B

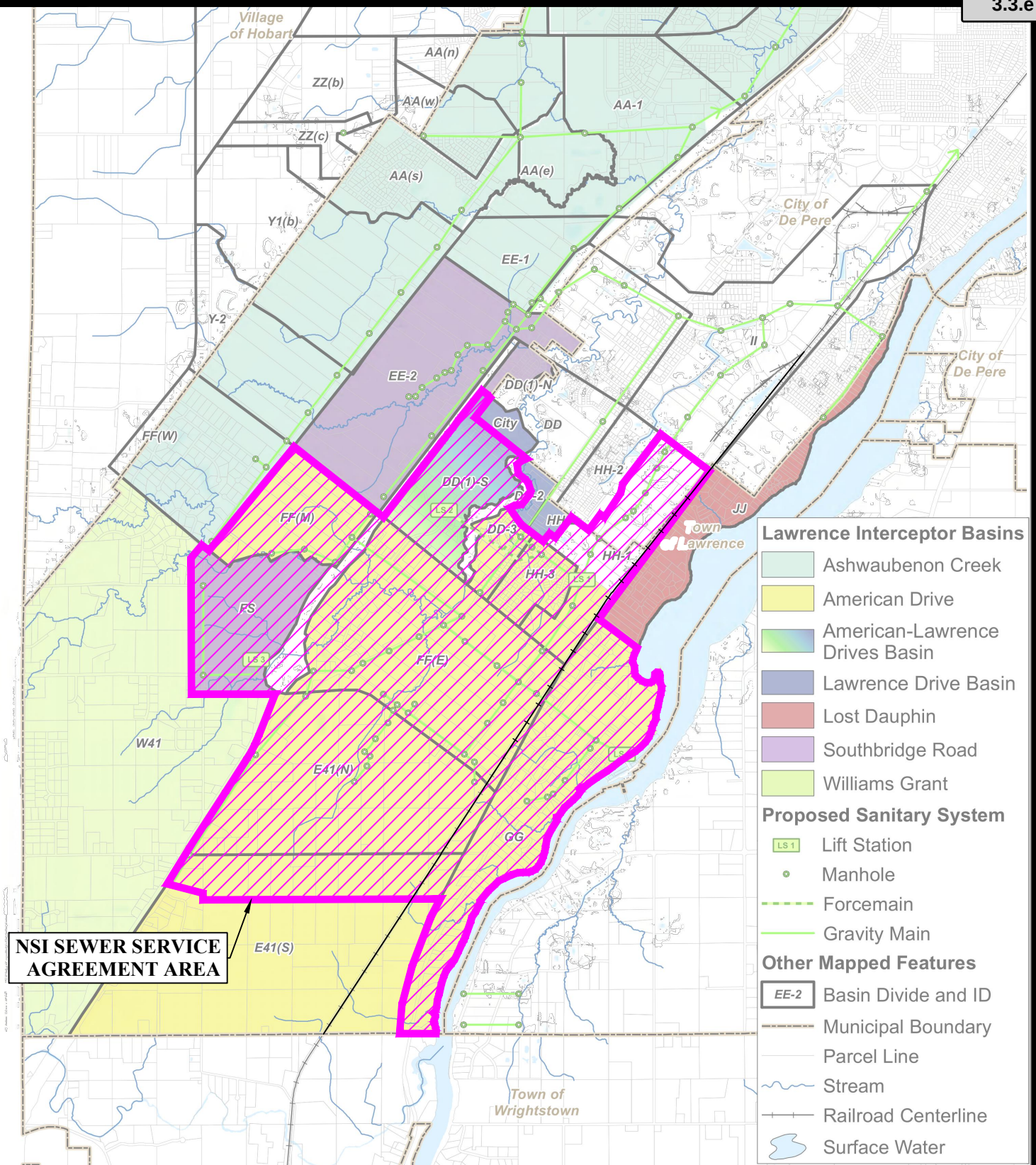
American Boulevard Extension

November 2, 2021

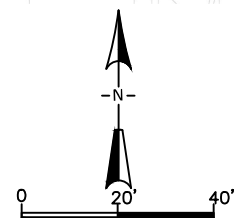
BASED ON ESTIMATE

Upstream MH	Upstream MH	ICR Capacity	Aquisition Cost	Cost Per CFS	De Pere Allocated Capacity (cfs)	De Pere Cost	Lawrence Allocated Capacity (cfs)	Lawrence Cost
NSI-89	NSI-82	7.25	\$1,100,000	\$151,724.14	2.85	\$432,413.79	4.40	\$667,586.21

Note - The aquisition cost is an estimate. Actual costs will be determined after construction has been completed.



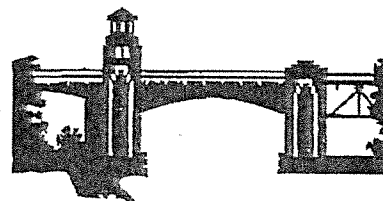
ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
FAX 920-339-4071



**NSI SEWER
SERVICE AGREEMENT
EXHIBIT C**

CITY OF DE PERE

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



VIA FAX AND MAIL: 920-436-7988

January 15, 2008

City Attorney's Office
(920) 339-4042

Mr. Joe Nicks
Godfrey & Kahn S.C.
333 Main Street, Suite 600
P.O. Box 13067
Green Bay, WI 54307-3067

**RE: Agreement Regarding Sewer Extension South of Biotech Way
Along American Boulevard and the Segment of Sewer Along
American Boulevard Between Southbridge Road to Biotech Way**

Dear Joe:

Enclosed please find the accepted original of GBMSD's April 6, 2007 offer to purchase capacity in the American Drive extension of the 9th Street Interceptor. Please let me know if you have any questions.

Very truly yours,

A handwritten signature in black ink, reading "Judith Schmidt-Lehman". The signature is written in a cursive, flowing style.

Judith Schmidt-Lehman
City Attorney

JSL:jlb

Enc.

cc: Lawrence Delo, City Administrator

H:\jbiskner\letters\2008 letters\Nicks 1-15-08.doc



P.O. Box 19015
2231 North Quincy St.
Green Bay, WI 54307-9015
920/432-4893
Fax: 920/432-4302
Email: gbmsd@gbmsd.org

Executive Director
Paul E. Thormodsgard

Commissioners
Daniel Alexch, Pres.
Kathryn Hasselblad, Secy.
Christopher Zabel, V. Pres.
Frank S. Bennett Jr., V. Pres.
Thomas P. Meinz, V. Pres.

April 6, 2007

Mr. Larry Delo
City Administrator
City of De Pere
335 S. Broadway
De Pere, WI 54115

Re: Agreement Regarding Sewer Extension South of Biotech Way Along
American Boulevard and the Segment of Sewer Along American
Boulevard Between Southbridge Road to Biotech Way

Dear Mr. Delo:

This letter is to set forth the understanding between the Green Bay Metropolitan Sewerage District ("GBMSD") and the City of De Pere ("De Pere") regarding a sewer extension along American Boulevard beginning approximately at Biotech Way.

GBMSD and De Pere have agreed that the planned sewer extension along American Boulevard from Biotech Way to 2,109 feet south (the 2007 Segment) will be built with a 24-inch pipe size. This extension will be built by De Pere and GBMSD will be allocated permanent capacity in this extension and will pay its share of the cost of the extension as follows.

1. 2007 Segment-Biotech Way to 2,109 feet south NSI-076 to NSI-082
 - The 2007 Segment would be constructed as a 24-inch sewer to provide shared service to De Pere and GBMSD's customer, the Town of Lawrence, all pursuant to the plans previously submitted to GBMSD.
 - GBMSD would be permanently allocated 4.4 cfs for Lawrence (subject to confirmation from Lawrence) and De Pere would retain 2.85 cfs.
 - The cost of construction for the 2007 Segment would be split between GBMSD and De Pere based on their relative allocation of cfs.
 - GBMSD would make payment in full for its share of the capacity upon completion of construction.
 - GBMSD would accept construction of the segment using plastic-lined concrete pipe.
 - De Pere acknowledges that it has acquired all of the necessary easements for the 2007 Segment.

Mr. Larry Delo

April 6, 2007

Page 2

GBMSD and De Pere have agreed that the allocation of capacity, cost allocation and time of payment for the segment of the sewer along American Boulevard from Southbridge Road to Biotech Way (the "Southbridge Segment"), which has already been constructed by De Pere, shall be as follows:

2. Segment-Southbridge Road to 3,700 feet south to Biotech Way NSI-065 to NSI-076

- GBMSD would be permanently allocated 4.4 cfs for Lawrence (subject to confirmation from Lawrence) and De Pere would retain 2.85 cfs.
- The actual constructed cost of \$309,570 plus bonding cost from original construction completion to the date of this agreement would be split between GBMSD and De Pere based on their relative allocation of cfs.
- GBMSD would make payment in full for its share of this capacity upon acknowledgement by De Pere to the terms and conditions of the agreement set forth in this letter.

The parties agree that the following will control further extensions of the 2007 Segment:

Future Segment-from 2007 segment south to De Pere southern city limits

- The parties agree that future extensions will be constructed at appropriate size and grade to accommodate current and existing future needs of De Pere and GBMSD's current and future customers.
- GBMSD would be permanently allocated 4.4 cfs for Lawrence (subject to confirmation from Lawrence) and De Pere would retain 2.85 cfs. A peaking factor of 4.0 is used in determining each party's capacity needs.
- The actual constructed cost when known will be split between the parties based on the ratio of each parties agreed upon capacity.
- Payment for capacity allocated to GBMSD would be made in full by GBMSD to De Pere upon completion of construction.

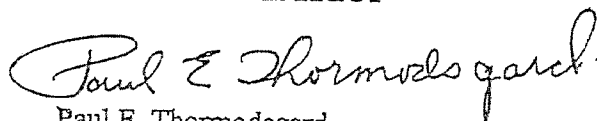
Larry, I believe that the above correctly states our understanding regarding the above matters. I can represent to you that this summary agreement has been approved by the GBMSD Commission. If the above is satisfactory to De Pere's Common Council, would you please acknowledge this agreement by

Mr. Larry Delo
April 6, 2007
Page 3

signing the enclosed copy of this letter and returning it to me at your earliest convenience. Otherwise, please contact me as soon as possible.

Very truly yours,

GREEN BAY METROPOLITAN
SEWERAGE DISTRICT



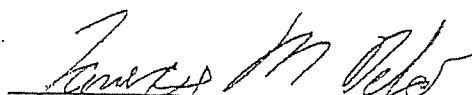
Paul E. Thormodsgard
Executive Director

Acknowledgement of Agreement

The undersigned hereby acknowledges and agrees that the above arrangement regarding the 2007 Segment and future extensions thereof and the Southbridge extension are hereby acknowledged and agreed to by the City of De Pere this ____ day of April, 2007.

JAN 15 2008

The City of De Pere


By: Larry Delo, City Administrator



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: November 8, 2021

DEPARTMENT: Public Works

FROM: Tony Fietzer

SUBJECT: Consideration and possible action on five year agreement for snow removal services for Nicolet Art Alley

ATTACHMENTS:

- 2021 1108 Snow Removal Memo (PDF)
- Estimate_597_from_Curb_n_Decor_LLC (PDF)

CITY OF DE PERE MEMO



To: Honorable Mayor James Boyd
Members of the Board of Public Works
From: Tony Fietzer, Street Superintendent
Date: November 8, 2021

RE: **Consideration and possible action on five year agreement for snow removal services for Nicolet Art Alley**

The City of De Pere has enlisted the help of a private contractor for the purposes of snow removal of the Nicolet Art Alley since its inception the winter of 2019. The past two seasons the contractor that was awarded the contract was One Curb n Décor, DBA Curb n Décor, LLC. This company was the lowest bid the past two seasons and they have done a nice job in clearing and maintaining the alley during the winter months.

I once again reached out to a number of snow removal companies in the De Pere area requesting a quote for services. Of the four companies I solicited quotes from, only Curb n Décor returned a quote. In discussions about the snow removal needs, I asked Curb n Décor to provide a quote with any annual increases for the next 5 years. They provided the quote with a \$5 increase annually.

I am recommending approval to award Curb n Décor, LLC for snow removal services in the Nicolet Art Alley for the next five years based on the quote given. (See Attached)

Curb 'n Decor, LLC

4651 Sportsman Dr.
 De Pere, WI 54115 US
 920-562-4105
 bowie@curbndecor.com
 www.curbndecor.com

Estimate**ADDRESS**

Tony Fietzer
 City of De Pere
 925 S 6th St
 De Pere, WI 54115
 United States

ESTIMATE
DATE

597
10/27/2021

ACTIVITY	QTY	RATE	AMOUNT
Snow Removal Commercial - 1" to 3" per event 1" to 3"	0	70.00	0.00
Snow Removal Commercial - 3.1" to 6" per event 3.1" to 6"	0	85.00	0.00
Snow Removal Commercial - 6.1" to 10" per event 6.1" to 10"	0	105.00	0.00
Snow Removal Commercial - 10.1" and over per event 10.1" and over	0	125.00	0.00
Snow Removal Commercial - Salting per event salting parking lot and walks	0	80.00	0.00

A multi year agreement is accepted for an annual increase of \$5/event per year. 4 year agreement
 2021/2022 - 2025/2026 season

This estimate	SUBTOTAL	0.00
	TAX	0.00
Estimated pricing provided above. If you would like to be placed on our schedule we ask that you sign and send the estimate back. Our address is: 4651 Sportsman Dr. De Pere, WI 54115.	TOTAL	\$0.00

Agreement

By signing this estimate you are agreeing to our terms and conditions of this contract. We ask for monthly payments according to how many visits are made each month. Snow billing will be sent out within the first week of each month with net 15 terms. Outstanding balances will incur a 1.5% monthly interest charge with an 18% APR. If signed, this

Payment Schedule -

Snow Accounts - Payments Due in full within 15 days

All other jobs 10% Deposit, 45% Down payment at start of job, Final payment upon completion.

Outstanding balances will incur a 1.5% monthly interest charge.

By sending in the deposit which secures placement in schedule you are agreeing to our terms and conditions.

snow contract is valid from November, 2021 thru April, 2026.

Accepted By

Accepted Date

Payment Schedule -

Snow Accounts - Payments Due in full within 15 days

All other jobs 10% Deposit, 45% Down payment at start of job, Final payment upon completion.

Outstanding balances will incur a 1.5% monthly interest charge.

By sending in the deposit which secures placement in schedule you are agreeing to our terms and conditions.



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: November 8, 2021

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Consideration and possible action on State – Municipal Agreement for STH 32*

Attached is the State / Municipal agreement (SMA) for the improvements for STH 32 (Main & Reid) from 3rd Street to 8th Street. The anticipated proposed improvements will consist of a pavement replacement and resurfacing. The estimated cost for the project at this time is \$2,915,000. At this time we do not have a confirmed time frame when the project will be constructed. However, once the agreement is approved the design process will begin for this project.

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

ATTACHMENTS:

- State - Municipal Agreement STH 32 Main Ave 11-02-2021 (PDF)



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

Date: October 7, 2021
 I.D.: 4190-17-00/71/72
 Road Name: STH 32
 Title: Main & Reid St, C De Pere
 Limits: 3rd Street – 8th Street
 County: Brown
 Roadway Length: 1.1 miles

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

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

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request:

The existing facility is a connecting highway.

Main Street, between Third Street and Sixth Street is an urban, 2-lane (one-way) non-divided section with parking on both sides, a bike lane, curb and gutter and sidewalk on both sides. This concrete section was constructed in 1953 and has not been overlaid. Main Street, between Sixth Street and Seventh Street is an urban, 3-lane (two-way) non-divided section with no parking, no bike lanes, curb and gutter and sidewalk along one side. This section has been overlaid. Main Street, between Seventh Street and Eighth Street is an urban, 4-lane (two-way) non-divided concrete section with no parking, no bike lanes, curb and gutter and sidewalk on both sides. This section has not been overlaid.

Reid Street's section varies, the majority is an urban 2-lane (one-way) non-divided section with parking on both sides, no bike lane, curb and gutter and sidewalk on both sides. The section west of Fourth Street is asphalt and the section east of Fourth Street is concrete.

Third Street is an urban, 3-lane (one-way) non-divided section with parking on one side, a bike lane, curb and gutter and sidewalk on both sides. This section is concrete (constructed in 2007).

Improvements were identified on the 2020 Pavement Management Decision Support System (PMDSS).

Proposed Improvement - Nature of work: It is anticipated the proposed improvements will consist of a pavement replacement improvement (4190-17-71) and a resurface level improvement (4190-17-72).

Project 4190-17-71 will begin on Main Street between Third Street and Fourth Street and will extend to the Eighth Street intersection; it will also include Reid Street beginning at Sixth Street and ending just west of the Fourth Street intersection.

Project 4190-17-72 will include Reid Street, beginning just west of the Fourth Street intersection and will extend to the intersection of Third Street; it will also include Third Street from Reid Street to the Claude Allouez Bridge.

The pavement and project details will be further defined as this project continues through the scoping process.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: It is anticipated that water and sanitary sewer will be replaced prior to or in conjunction with these projects. The Municipality will also be responsible for any sanitary manhole or water valve adjustments.

		TABLE 1:	SUMMARY OF COSTS				
			Total	Federal/State		Municipal	
		Phase	Est. Cost	Funds	%	Funds	%
¹Preliminary Engineering:							
	4190-17-00	Plan Development	\$ 500,000	\$ 375,000	75%	\$ 125,000	25%
Real Estate Acquisition:							
		Acquisition	\$ -	\$ -		\$ -	
¹Construction:							
	Participating:	4190-17-71					
	Category 0010 - Roadway		\$ 2,300,000	\$ 2,300,000	100%	\$ -	0%
	Participating:	4190-17-72					
	Category 0010 - Roadway		\$ 115,000	\$ 115,000	100%	\$ -	0%
	Non-Participating:	TBD	\$ -	\$ -	0%	\$ -	100%
Total Cost Distribution			\$ 2,915,000	\$ 2,790,000		\$ 125,000	
1. Costs shown are estimates only and may be updated throughout design.							
Construction estimates are for driving lanes only and include 15% construction engineering.							

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages 3– 4); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State, and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Financial Agreement.

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

TERMS AND CONDITIONS:

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

- (f) Parking lane costs.
 - (g) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
 - (h) Damages to abutting property due to change in street or sidewalk widths, grades, or drainage.
 - (i) Conditioning, if required, and maintenance of detour routes.
 - (j) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
 5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
 6. The work will be administered by the State and may include items not eligible for federal/state participation.
 7. The Municipality shall assume general responsibility for all public information and public relations for the project and to make a fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
 8. Basis for local participation:
 - (a) The Municipality will be responsible for 25% of the design for the anticipated pavement replacement and resurface level improvement project. Any additional work per the request of the Municipality will be funded by the Municipality.
 - (b) Non-participating construction costs and cost share will be further defined as this project continues through the design process.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: November 8, 2021

DEPARTMENT: Engineering

FROM: Eric Rakers

SUBJECT: Consideration and possible action on fill storage

ATTACHMENTS:

- 2021 1108 CI-BOPW_American Berm(PDF)
- American Berm Exhibit (PDF)
- C407 POND & BERM (PDF)

CITY OF DE PERE MEMO



To: Honorable Mayor James Boyd
Members of the Board of Public Works
From: Eric P. Rakers, City Engineer
Date: November 8, 2021

RE: **Consideration and Possible Action on Fill Storage**

The purpose for this memo is to gather input from the Board on potential public notification for the storage of fill on City property near the proposed American Boulevard Street Extension.

Background

Staff is preparing to bid and build the American Boulevard utility and street construction project to the south City limits. The project includes a large expansion of the storm water management pond constructed in 2019/2020 as part of the residential development. The pond will generate a significant amount of fill. Staff has been investigating options for fill placement.

Discussion

The Brown County Highway Department (BCHD) is in the preliminary design stages for the Southern Bridge project. One of the big challenges for this project will be the construction of the road at the Canadian National (CN) railroad tracks and over the Fox River. During discussions BCHD has indicated that the Southern Bridge may need to be constructed over the CN tracks and be elevated to the bridge. This will require a significant amount of fill. If this is the design, BCHD has expressed an interest in obtaining fill from the ponds. The unfortunate part is timing as the City is constructing the American Boulevard extension in 2022 and we do not have an answer on the preferred construction (a bridge over or construction under) at the tracks.

Staff evaluated options on where to place the fill so it could be utilized by the County if needed, but would not impact the City's ability to develop property in the area or have to be moved in the future if not needed for the Southern Bridge project. Finally, the fill would ideally be placed with off road equipment close to the American Boulevard Street and pond construction to minimize construction costs. As is currently proposed, the City may be responsible for funding up to half of the cost for various segments of the Southern Bridge. Having free fill available will reduce project costs and ultimately save the City money in the future.

Attached with the memo is the proposed location of the fill placement. A berm/elevated plateau is proposed on the City parcel located just north of the proposed street extension. It will be located adjacent to the City pond. The contractor will be able to access this site with off

road equipment. There is adequate depth (distance from street to berm) to be buildable and the City/County will be able to access the site if the fill is to be used for the Southern Bridge project.

A concern for staff is that if the fill is placed at this location, residents may believe it is permanent and request the berm remain as a buffer to the industrial development. Additionally, property owners to the north may see the berm and want a berm extended to the north. There are two options that are discussed below under recommendations for the Board to consider. Option 1 being that we build it and remove it when the fill is needed. Option 2 is more proactive by notifying the residents of the purpose for the berm. There are pros and cons to both. Under Option 1, we may get complaints once we start removing the fill. Under Option 2, residents may push to get the berm to be permanent once they receive the letter.

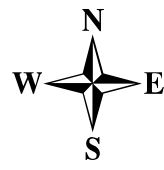
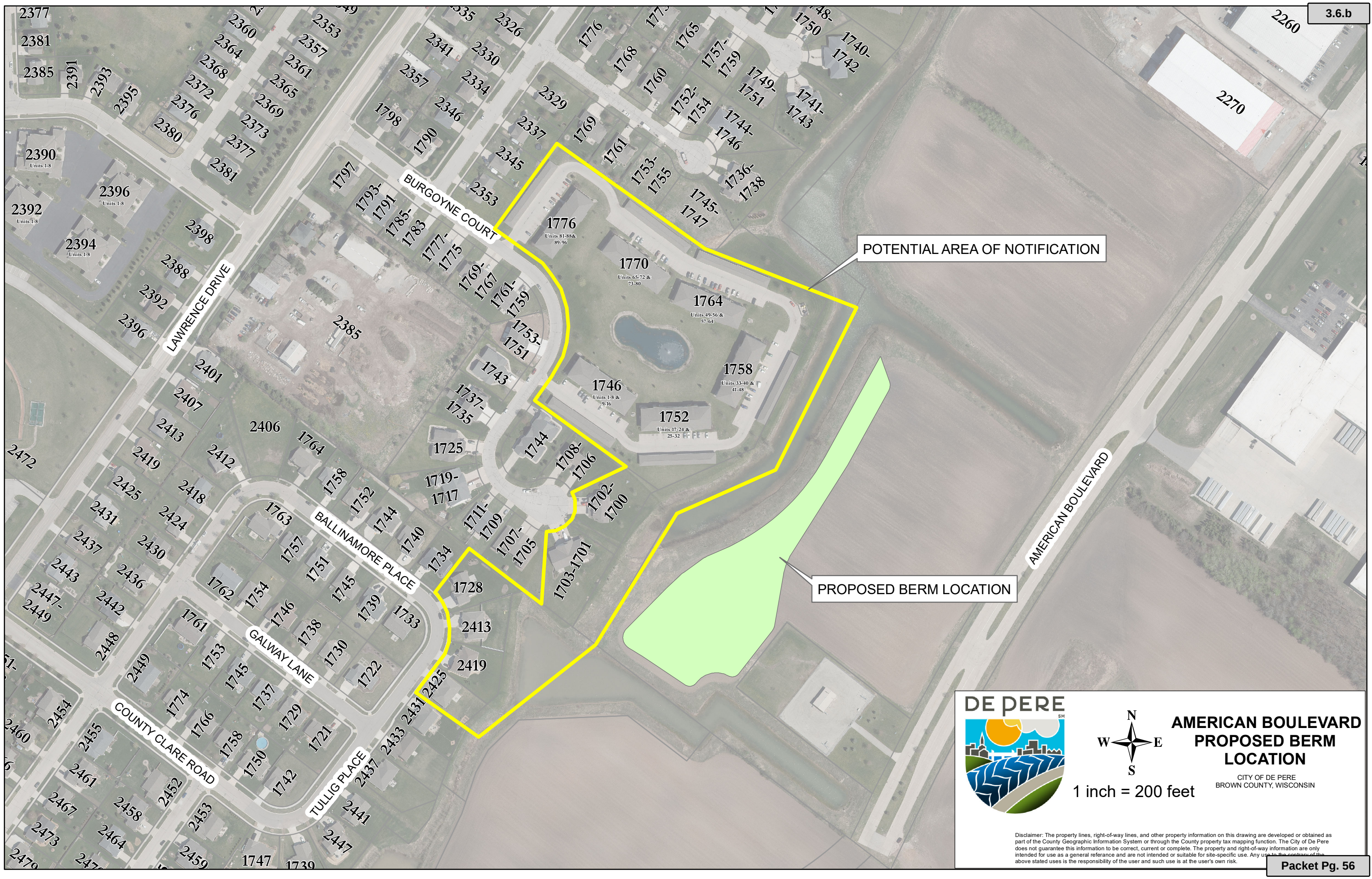
As indicated above, there may be cost savings for the City if the fill is used for the Southern Bridge project which is a benefit to all the residents of De Pere.

Recommendation

Staff requests that the Board affirm staffs approach to setting this material aside as fill that can be used for the Southern Bridge or other City projects and either Option 1 or 2 be utilized for notification:

Option 1: No notification of property owners on the west side of the pond be completed. The fill will be placed at this location. If required for a future project, the material will be removed.

Option 2: Property owners with property fronting the pond and relatively good vision of the berm per the attachment will be notified that the City is placing fill at this location and it will be removed in the future if required for the Southern Bridge or other City project.

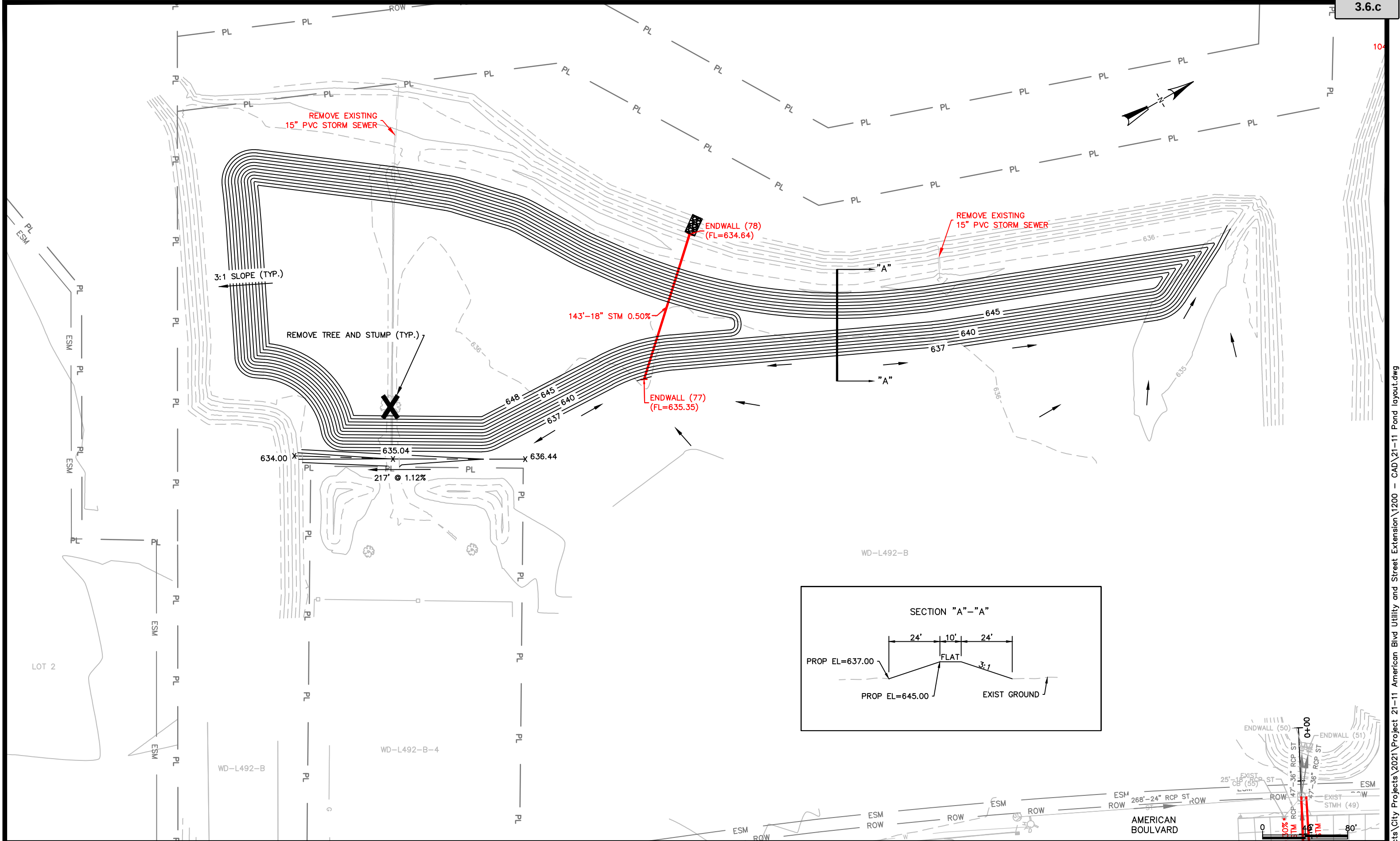


**AMERICAN BOULEVARD
PROPOSED BERM
LOCATION**

CITY OF DE PERE
BROWN COUNTY, WISCONSIN

1 inch = 200 feet

Disclaimer: The property lines, right-of-way lines, and other property information on this drawing are developed or obtained as part of the County Geographic Information System or through the County property tax mapping function. The City of De Pere does not guarantee this information to be correct, current or complete. The property and right-of-way information are only intended for use as a general reference and are not intended or suitable for site-specific use. Any use to the contrary of the above stated uses is the responsibility of the user and such use is at the user's own risk.



CITY OF DE PERE

ENGINEERING DIVISION 925 S. SIXTH ST DE PERE WI 54115
OFFICE 920-339-4061 FAX 920-339-4071

AMERICAN BLVD POND EXTENSION
GRADING PLAN

NAME: AMERICAN BLVD
UTILITY AND STREET
EXTENSION
PROJECT # 21-11

	BY	DATE
SURVEYED	REL	03-2021
DRAWN	SRL	06-2021
DESIGNED	SRL	06-2021
CHECKED	EPR	07-2021

REVISIONS / ISSUES			
NO.	DATE	BY	REMARKS

PAGE NO.

6407

G:\Projects\City Projects\2021\Project 21-11 American Blvd Utility and Street Extension\1200 - CAD\21-11 Pond layout.dwg



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: November 8, 2021

DEPARTMENT: Engineering

FROM: Eric Rakers

SUBJECT: Consideration and possible action on implementing online bidding platform through QuestCDN

ATTACHMENTS:

- 2021 1108 CI-BOPW_Quest Memo (PDF)



CITY OF DE PERE MEMO

To: Honorable Mayor James Boyd
Members of the Board of Public Works

From: Eric P. Rakers, City Engineer

Date: November 8, 2021

RE: **Consideration and possible action on implementing online bidding platform through QuestCDN (vBid 2.0)**

The purpose for this item is to consider upgrading our online bidding with QuestCDN to include on-line bidding, submitting, and opening.

Background and Discussion

In March 2011, the Board of Public Works approved the use of QuestCDN for online plan distribution, along with offering paper copies. In December 2011, the Board of Public Works approved discontinuing the production of paper copies of plans for distribution as bidding documents to contractors. In recent years, QuestCDN has started offering a fully online bidding process to include: prequalification documents, bid bonds, bid schedules, bid openings, and bid tab generation.

Some of the advantages staff saw from using QuestCDN for distribution of plans are as follows:

- Quest does not charge municipalities for its bidding services.
- Bidder's lists are maintained by Quest. If an addendum is required, the City uploads the addendum to the website and it is automatically e-mailed to the contractors. This saved City staff time.
- City staff time was reduced for bidding projects. Staff no longer needed to print as many hardcopies of plans and specifications and mail them to contractors. Quest sent bidding documents automatically once requested.
- Contractors were charged \$15 to download plans and specifications, but \$50 for hardcopies. Therefore, the contractors benefitted fiscally when the City switched to online plan distribution.
- Subcontractors benefited by having bidder's lists maintained online. They were able to view who may be bidding the project and submit prices for performing various aspects of work.
- More contractors had access to the City plans through Quest, which resulted in more bidders.
- Contractors were able to view the plans online prior to bidding.
- The City was not required to enter into an agreement for this service.

Staff is requesting approval to implement the online bidding process for future projects. Notwithstanding the benefits outlined above, staff feels there will be additional benefits as follows:

- Contractors will be able to modify and submit bids up until the bid opening from their electronic devices. This will save them money on mailing or hand delivering bidding documents, as well as being non-reliant on the mail service for timely delivery (due to weather or other unforeseen circumstances). We have had several instances of bids being submitted late due to weather and impacts to delivery services.
- Contractors will no longer need to worry about potential math errors as the online bidding document will calculate all sums based on their unit prices entered. This will also save staff time double-checking math while creating the bid tab.
- QuestCDN vBid will automatically create the bid tab based on the bids received, saving staff time.
- QuestCDN will allow contractors to submit paper copies of bids that would be entered by staff after the bid opening time.
- City staff will continue to review and approve/deny pre-bid qualifications. Contractors will not be able submit a bid to QuestCDN vBid without the City prequalifying. This helps contractors who forget to prequalify, while also helping the City prevent bidding from a contractor who has not been prequalified.
- QuestCDN provides comprehensive training on the vBid process and assists in the creation of the first projects.
- The City is not required to enter into an agreement and there is no cost to the City for this service. If there is a problem with online bidding, the City can return to accepting paper bidding documents.

As indicated above, the current download fee to plan holders is \$15. With QuestCDN vBid, there are two different options for billing contractors as stated below.

1. Plan holders pay minimum \$30. All plan holders will pay this fee whether they bid or not.
2. The second option is 'Bidder Pays'. The minimum download delivery fee that all plan holders pay is \$15.00. Then the bidders pay an additional electronic bidding fee of \$30.00 if they submit a bid. The fee is only charged if they have a bid submitted at the time of bid close. They may un-submit their bid at any time and Quest will not bill the additional \$30.00. This option is a combined download delivery fee of \$15.00 + \$30.00 bidding fee for a total of \$45.00 for the bidders only.

Staff prefers contractor payment Option 2. With this option, subcontractors will still only pay \$15 to download plans. Many times subcontractors are smaller where a cost increase may impact their decision on obtaining plans. With that being said, these fees are low in general. In 2010, some project plan sets were \$50 due to the cost of hardcopy production.

Recommendation

Staff recommends approving the implementation of QuestCDN vBid utilizing contractor pay option #2.



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: November 8, 2021

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Discuss Relocation of City's Compost Facility

ATTACHMENTS:

- Discuss Relocation of City's Compost Facility 11-2-2021 (PDF)

City of De Pere

Public Works Department

Memo

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Scott J. Thoresen, Director of Public Works
Date: November 2, 2021
Subject: Discuss Relocation of City's Compost Facility

As previously discussed, the City currently has a compost facility off of Rockland Road. This facility primarily accepts yard waste and brush from residents of the City as well as the Town of Ledgeview. The Town of Ledgeview shares in the operational costs of this facility. This facility needs to be relocated to another site because of the future development of the YMCA. A feasibility study was done on the Village of Allouez's existing yard waste facility located on Le Brun Street. The feasibility study showed the existing Allouez site could accommodate a joint use yard waste site for Allouez, De Pere, and Ledgeview. However, the Village of Allouez Board voted not to move forward in joint operations due to the opposition of residents in the vicinity of the yard waste site.

It is the intent of this discussion to have the BOPW provide staff direction as to where they potentially would like to see the compost facility relocated to. The following items are some things the BOPW may want to consider:

- Does compost facility need to be within the City?
- If the compost facility does not need to be within the City, how far outside the City does the BOPW want to consider for possible sites?
- If the City wants to continue the collaboration with the Town of Ledgeview, are possible sites acceptable to be with in the Town of Ledgeview?
- If the facility is relocated to the west side of the river, it is most likely the Town of Ledgeview will no longer want to collaborate in joint operations.
- No matter where the compost facility is relocated to, there will most likely be concerns and opposition.