



Board of Public Works

Regular Meeting

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

Agenda

Monday, November 7, 2022	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 7, 2022 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 upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Board of Public Works. Section 6-3(f) DPMC
- III. Items
 - 1. Approval of the October 10, 2022 Board of Public Works Meeting Minutes
 - 2. Consideration and possible action on Brown County Solid Waste Management Services Agreement Amendment #1*
 - 3. Consideration and possible action on Dumpster Collection Services at City Dumpster Corals*
 - 4. Consideration and possible action on Second Amendment to 2021 Agreement for 2023 Consulting Services*
 - 5. Consideration and possible action regarding online sales of overflow tags
 - 6. Consideration and possible action on Reid Street Parking Changes*
 - 7. Consideration and possible action on City of De Pere Cluster Mailbox Unit Informational Guide and Policy*
 - 8. Consider and Possible Action on Ald. Hansen's Request Regarding the City's Sidewalk Repair Program Requirements*
- 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 7, 2022 so that arrangements can be made.

Agenda Sent To:

MAYOR

ALDERPERSONS

DEPARTMENT HEADS

DEFINITELY DE PERE

GFL ENVIRONMENTAL, INC

DE PERE CHAMBER OF COMMERCE

TV, NEWSPAPERS & RADIO

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ROBERT E. LEE AND ASSOCIATES, INC.



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: November 7, 2022

DEPARTMENT: Board of Public Works

FROM: Betty Sellenheim

SUBJECT: Approval of the October 10, 2022 Board of Public Works Meeting Minutes

ATTACHMENTS:

- 2022 1010 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 10, 2022

7:30 PM

Council Chambers and Virtual

I. Call to Order

The meeting was called to order at 7:30 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	Present	
Dean Raasch	Aldersperson	Present	

Scott Thoresen, Public Works Director
Eric Rakers, City Engineer (Remote)
Tony Fietzer, Street Superintendent
Betty Sellenheim, Recording Secretary
Devin Gillman, 603 S. Michigan St

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

None

III. Items

1. Approval of the September 12, 2022 Board of Public Works Meeting Minutes

Aldersperson Carpenter moved to approve the September 12, 2022 Board of Public Works Meeting Minutes, seconded by Aldersperson Ledvina. Upon vote, the motion passed unanimously.

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

2. Discussion regarding a request from Mr. Devin Gillman to financially assist the City of De Pere with purchasing and/or leasing one or more electric vehicle charging station(s)

Aldersperson Hansen, provided an overview of a request from Mr. Gillman regarding electric vehicle charging stations including preferred placement downtown and cost of the charging station.

Aldersperson Raasch moved to open the meeting at 7:34 PM, seconded by Aldersperson Ledvina. Upon vote, the motion passed unanimously.

Mr. Devin Gillman of 603 S. Michigan Street, agreed with the summation of information provided by Aldersperson Hansen and added his hope to help make De Pere a destination location for EV charging by having access to charging stations close to downtown attractions and restaurants. Mr. Gillman stated he would treat the installation as an

experiment for the 5-year lease term, collecting data and assessing the use and need for additional stations. Mr. Gillman added that he had been researching the ChargePoint brand but was open to others. Mr. Gillman would work with staff to identify the best location and have signage installed designating the parking stall(s). Mr. Gillman also mentioned the potential fee schedule for patrons using the charging station to attempt to recoup some of the cost of installation, lease/purchase, and annual maintenance costs.

Mayor Boyd explained how the next steps could play out for the request, mentioned the current downtown parking study, outlined a few scenarios for dealing with WPS (electric installation to the charging station along with monthly charges), and offered that there might be funding sources for climate change available to assist. Alderperson Raasch requested additional information about the fees charged to users. Mr. Gillman explained that when he calculated the numbers, it was not going to be a profitable business venture, but was hoping it would come close to breaking even, hoping to keep the cost low to encourage usage and tourism traffic downtown. Alderperson Raasch asked what fees are charged at other local charging stations. Mr. Gillman stated the ones he was looking at at Titledown charged \$2-\$3 per hour. Mayor Boyd asked how long a typical charge took. Mr. Gillman stated the charging stations would not be rapid-charge and would take a couple hours, depending on how low the battery was in the car. Alderperson Carpenter asked Mr. Gillman if he knew any information regarding the EV charging stations at Titledown, including how they were funded and their usage. Mr. Gillman stated he did not have that information but agreed it would be good to follow up with them. Alderperson Carpenter asked about the upgrades for electric charging proposed in the budget at the Municipal Service Center (MSC). Scott Thoresen, Public Works Director, explained that the work proposed at the MSC is for 30 and 50 Amp circuit/outlets at strategic points in the building for charging electric vehicles in the future. Alderperson Hansen asked for additional information regarding the annual fees and potential monthly electric bill from Wisconsin Public Service. Mr. Gillman stated that he did get a breakdown of the annual fees and would pass it along but did not receive information regarding the monthly electric bill. Mr. Gillman added that ChargePoint had shared that they offer discounts for municipalities. Mr. Thoresen shared additional information and concerns about location and installation of wiring. Alderperson Carpenter shared a quick calculation based on hypothetical utilization compared to covering the cost of lease/purchase and annual maintenance. Alderperson Hansen asked if staff had spoken with WPS about a cost to get power to a charging station. Mr. Thoresen stated it will depend on how far the power needs to be run, but once established there will be a monthly meter charge plus the cost of any power used. Mr. Thoresen added that once the meter is in place, other locations could be tied in.

Mayor Boyd moved to return to regular session at 7:52 PM, seconded by Alderperson Raasch. Upon vote, the motion passed unanimously.

RESULT:	DISCUSSED
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3. Consideration and possible action on 400 Block Reid Street and Main Avenue District Parking *

Eric Rakers, City Engineer, outlined the parking proposal for the alley between Reid and Main, and Fourth and Fifth, to be known as 400 Block Reid Street and Main Avenue District. Mr. Rakers explained the type of stalls available: ADA/handicap, 3 hour parking, long-term parking, and private parking. Mr. Rakers further outlined one change

that would be made prior to approval at Council and that was that handicap parking could not have a time limit designated.

Mayor Boyd asked the anticipated completion. Mr. Rakers outlined the work yet to be completed. Alderperson Hansen asked if the parking stalls listed as long-term will be sufficient for the capacity of the new hotel. Mr. Rakers stated he did not know the capacity of the hotel, but the hotel does have it's own private parking not listed on the memo and exhibit, along with parking on Main Ave and Fifth Street.

Mayor Boyd moved to approve the parking on 400 Block Reid Street and Main Avenue District with the exception of having limits on handicap parking stalls, seconded by Alderperson Raasch. Upon vote, the motion passed unanimously.

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

4. Consideration and possible action on Policy for Second Driveways*

Eric Rakers, City Engineer, outlined concerns previously discussed about second driveways and how the policy was updated to eliminate them.

Alderperson Raasch asked for clarification on the definition of a "building". Scott Thoresen, Public Works Director, provided the definition from City municipal code. Alderperson Hansen asked if staff was still considering the elimination of asphalt as a paving surface. Mr. Rakers stated he recalled the discussion and would make note to research or propose this change before the ordinance is adopted. Mr. Thoresen explained the current options of concrete or asphalt and staff's addition of permeable pavers.

Alderperson Carpenter moved to approve the policy for second driveways, seconded by Alderperson Ledvina. Upon vote, the motion passed unanimously.

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

5. Consideration and possible action on timing, frequency, and volume for overflow collections

Tony Fietzer, Street Superintendent, provided the statistics from the most recent overflow collection following Labor Day and outlined staff's recommendation for a volume limit and change of frequency.

Alderperson Carpenter clarified approximately how many bags fill a garbage cart (5) and Mr. Fietzer agreed, using 13 gallon kitchen size garbage bags as the reference point. Mr. Fietzer pointed out that outside of the proposed quarterly collection, parcels are allowed 3 collection carts and the City offers overflow tags. Alderperson Ledvina asked if the bag size was listed on the overflow tags. Staff stated it was not and if the change is made, it could be added. Alderperson Ledvina questioned having a limit for recycling. Scott Thoresen, Public Works Director, stated the boxes used must fit within the empty cart for overflow or paper bags. Mr. Thoresen also added that recycling overflow is usually cardboard and staff provides the information to residents for dropping off at US Paper Mills off Fort Howard Avenue. Alderperson Raasch agreed with establishing a bag size

limit. Mr. Fietzer added that staff often sees carts "full" because the cardboard has not been flattened. Mr. Fietzer outlined other nuances staff encounters during overflow and large item collections. Mayor Boyd asked if social media posts state to flatten cardboard. Mr. Fietzer stated they do and staff also places orange stickers on the carts at locations where they encounter issues, such as cardboard not being flattened. Mr. Thoresen added that as a condition of the Department of Natural Resources recycling grant, staff is required to monitor contents and notify violators and issue warnings.

Aldersperson Carpenter moved to establish a 5 (13 gallon) bag limit to be collected quarterly in January, April, July, and October; the second full week for garbage and the second and third full weeks for recycling, seconded by Mayor Boyd.

Aldersperson Ledvina requested staff research offering overflow tags for purchase online. Mr. Fietzer asked about establishing a minimum to ensure postage was covered. Aldersperson Ledvina stated the resident would pay postage costs. Mr. Thoresen informed the Board members that this was the final action on this item and would not need to be approved by Council to go into effect.

Upon vote, the motion passed unanimously.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dan Carpenter, Aldersperson
SECONDER:	James Boyd, Mayor
AYES:	Boyd, Carpenter, Hansen, Defnet Ledvina, Raasch

6. Consider and Possible Action Regarding Amending De Pere Municipal Code Sec. 82-12 Recyclable and Garbage Common Collection Districts*

Scott Thoresen, Public Works Director, outlined the amendment to City Code to reflect the creation of 400 Block Reid Street and Main Ave district for city dumpster collection and annual charges.

Aldersperson Carpenter asked if the fees would be similar to the other common collection districts. Mr. Thoresen explained that the total charges are calculated for all districts and divided equally among the properties. Mr. Thoresen added that currently the fee is going down slightly, but that might change in upcoming years since staff is putting out a new bid for collection services. Aldersperson Carpenter asked if the businesses are all aware of the new charges coming for collection services. Mr. Thoresen stated they were all sent a certified notice and about half of the receipts had been returned. Mr. Thoresen added as part of negotiations for the project, property owners were made aware of this change as well.

Aldersperson Raasch moved to approve amending De Pere Municipal Code Sec. 82-12 regarding recyclable and garbage common collection districts, seconded by Aldersperson Hansen. Upon vote, the motion passed unanimously.

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

7. Consideration and possible action on 2022-2023 Sidewalk 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. Mayor Boyd asked approximately how many properties are billed for snow or snow & ice removal. Mr. Thoresen stated it is usually 50-60 minimum.

Aldersperson Raasch moved to approve the 2022-2023 sidewalk snow & ice removal rates, seconded by Aldersperson Carpenter. Upon vote, the motion passed unanimously.

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

IV. Future Agenda Items

Aldersperson Hansen requested staff assess criteria for sidewalk replacement specifically internal cracks within a single slab

V. Adjournment

Mayor Boyd moved to adjourn the meeting at 8:25 PM, seconded by Aldersperson Raasch. 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 7, 2022

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Consideration and possible action on Brown County Solid Waste Management Services Agreement Amendment #1*

In 2021 the City Council approved the Brown County Solid Waste Management Services Agreement (See attached) The County has recently recommended an amendment to the 2021 agreement to create a "direct haul contract rate" for those customers wanting to directly haul to the south landfill. In addition, the amendment includes clarifies language in the original agreement.

Staff recommends approving this amendment to the agreement.

ATTACHMENTS:

- Solid Waste Management Services Agreement (PDF)
- Solid Waste Management Services Agreement Amendment #1 (PDF)

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

De Pere

Brown County Port & Resource Recovery
Director

J. J. Boyd
(Municipal Official)

Mayor
(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 www.BrownCountyRecycling.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

Amendment #1

Solid Waste Management Services Agreement

This Amendment #1 to the 2021 Solid Waste Management Services Agreement (the "Agreement"), by and between Brown County, Wisconsin ("Brown County") and _____ ("Municipality") updates certain sections of the original Agreement in order to add a Direct Haul Contract Rate for material taken to the Brown County South landfill in 2023, update the definitions and clarify language in the original agreement.

The following paragraph is modified to clarify the responsibility of Brown County:

WHEREAS, pursuant to Brown County Code, § 12.01(4), Brown County *Solid Waste Board* 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

Section 1. Definitions is amended to add the following definition:

F. "Direct Haul Contract Rate" means a Tipping Fee rate that is lower than the Gate Rate for material hauled directly to the Brown County South Landfill, as provided in Attachment #1.

Section 1. Definitions is updated to clarify the following definition:

K. "Landfill" means the designated BOW landfill facility in use during the period of this Contract which includes the Outagamie County *Northeast* landfill (and its *Northwest* expansion) and the Brown County South landfill which are subject to the BOW Agreement.

Section 7. Operating Days and Hours is modified to reflect normal hours of operation of the South Landfill.

South Landfill

Regular Hours:

Mon. - Fri. 7:30 am - ~~5~~4:00 pm

Sat. 7:30 am – 12:30 pm

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 Contract by this reference. The following Tipping Fees will be charged for disposal of solid waste in 2022 and 2023:

2022 Solid Waste Tipping Fee Rates			
		FEE	UNIT
Brown County Waste Transfer Station			
	Preferred Contract Rate	\$47.82	Per Ton
	Gate Rate	\$53.00	Per Ton

2023 Solid Waste Tipping Fee Rates			
		FEE	UNIT
Brown County Waste Transfer Station			
	Preferred Contract Rate	\$52.25	Per Ton
	Gate Rate	\$58.00	Per Ton
Brown County South Landfill			
	Direct Haul Contract Rate	\$43.00	Per Ton
	Gate Rate	\$53.00	Per Ton

Solid Waste Management Services not performed pursuant to this Contract will be subject to the Gate Rate. Future Tipping Fees will be established by the Board under the terms of the Contract.



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: November 7, 2022

DEPARTMENT: Streets

FROM: Tony Fietzer

SUBJECT: Consideration and possible action on Dumpster Collection Services at City Dumpster Corals*

ATTACHMENTS:

- Collection Services 2022 memo (PDF)
- 2022 Garbage Recycling Dumpster Collection Services (PDF)
- Dumpster Services Proposal GFL (PDF)
- Collection Services Proposal-WM (PDF)

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Tony Fietzer, Street Superintendent
Date: November 7, 2022

RE: **Consideration and possible action on Dumpster Services Collection at City Dumpster Corals***

The City recently requested proposals for providing garbage and recycling dumpster collection services for Nicolet Square, Marquette Square, 400 Main/Reid Alley and future locations. The proposals for services are for a 3 year period, with an option to extent two additional one year agreements.

The City received the following proposals (See attached summary) for the dumpster services:

- GFL Environmental, Inc
- Waste Management
- Harter's Waste Hauling did not submit a proposal.

Staff recommends awarding the dumpster services to GFL Environmental, Inc.

Attachments:

2022 Garbage & Recycling Dumpster Collection Services Request for Proposal
GFL Environmental, Inc Proposal
Waste Management of Wisconsin Proposal

CITY OF DE PERE

Streets Division

925 S. Sixth Street, De Pere, WI | 920-339-4062 | www.deperewi.gov/streets



September 20, 2022

**RE: Request for Proposals
2023 Garbage & Recycling
Dumpster Collection Services**

The City of De Pere is requesting a proposal from your firm to provide garbage and recycling dumpster collection services. Dumpster collection is to take place at three or more designated sites throughout the City's downtown over the next several years. The current locations include a dumpster enclosure located at Nicolet Square parking lot located at 110 3rd Street, a dumpster enclosure at Marquette Square, 127 N. Wisconsin St and a dumpster enclosure located in the alley of 400 block of Reid St. The services being sought are for a multi-year period.

Scope of Work:

1. Contractor Responsibilities

- a) The contractor shall be responsible for familiarizing themselves with the service areas, and requirements, challenges and restrictions and conduct the work so as to not unnecessarily disrupt the businesses or residents in the area so that they may fully understand any unique conditions affecting the contract.
- b) The contractor shall provide the necessary labor, equipment, tools, materials and supplies to provide garbage and recycling dumpster collection services. If the contractor fails to meet these requirements, then the City reserves the right to terminate the contract.
- c) Contractor shall comply with all applicable federal, state, county and local ordinances and regulations relative to the service provided hereunder.
- d) Contractor shall comply with all safety requirements set forth by the Wisconsin Administration Code, Rules of the Industrial Commission on Safety and all applicable OSHA standards.

- e) All Contractors performing work are required to have a Contractor's License for the state for which the work is to be done. All Licenses for any contractors must be current on the day of bidding and throughout the length of the project.
- f) Contractor shall obtain and maintain all necessary licenses and permits, and dispose of the collected waste and recycles in a legal and environmentally responsible manner. The successful bidder shall possess all required State of Wisconsin and other local licenses, a Solid Waste Transporter or Solid Waste/Recyclables Transporter license from the WDNR and must submit proof of same with their quote package.
- g) The contractor shall work with the City to determine the appropriate size dumpster to furnish at each dumpster enclosure location.
- h) The Contractor shall furnish correctly sized, well-maintained, leak proof metal dumpsters at each site designated by the City. Dumpsters shall be of good quality and painted in such a way as to not be an eyesore (i.e. no excessive rust, peeling, gaudy colors, etc.). Contractor shall be responsible for all maintenance and repair to dumpsters during the term of the contract.
- i) The contractor shall pick up from the various locations in a consistent manner. The exact day of the week and time for schedule collection for each location will be mutually agreed to by the contractor and the City.
- j) Contractor shall ensure that all waste and recycling materials are completely removed from the dumpster enclosure areas per the schedule. Upon emptying containers, there shall be no waste or recycling materials left in the enclosure area.
- k) Dumpsters shall be covered and shall be properly labeled on side and front to identify its use (Trash or Recycle).
- l) Contractor shall insure that its employees exercise all necessary caution to avoid injury to persons or damage to property of any kind.
- m) Contractor shall report immediately to the City any accidents involving any facilities, public or private property, other individuals, etc. The report shall include, but not be limited to, the accident; location, date, time, description, witnesses and corrective actions taken to avoid future occurrence.
- n) Contractor agrees that any damage to buildings, enclosures, materials, equipment or to other property etc. during the performance of this service will be repaired to the satisfaction of the City at the Contractor's expense.

- o) Any damage caused to Contractor owned dumpsters by any type of vandalism is the responsibility of the Contractor. Any damaged or vandalized dumpsters shall be repaired or replaced by the Contractor within 48 hours of notification by the City.
- p) New containers required shall be set in place or installed within 48 hours of request.
- q) Service calls on equipment shall be responded to and completed within 24 hours of request. All service calls shall be completed during normal working hours of Monday-Friday, 8:00am-4:30pm at no additional charge to the City including parts, labor, time, mileage, etc.
- r) Contractor shall notify the City of any work stoppage for any reason, including weather, material delays, etc.
- s) Contractor shall not subcontract any of the work to be performed under contract unless it has first obtained written approval from the City. City shall have full and complete discretion in withholding or granting such approval.
- t) Contractor must dispose and transport all refuse and recyclable materials to Brown County facilities. Contractor agrees to pay for disposal of all refuse and recyclable materials collected under this contract at the current gate rate or at the rate in which contractor is authorized to pay per a separate waste disposal contract. Refuse and recyclable material disposal must occur during normal Brown County operating hours.
- u) Upon award of the contract, the City reserves the right to require the Contractor to provide a Performance Bond in the amount of \$50,000, the estimated annual value of this contract, for the duration of the contract. Should the Contractor be unable to fulfill the contract requirements, and the City requires the services of another Contractor, the City has the right to call upon the Performance Bond to pay any extra costs associated with hiring the second Contractor to complete the work for the remaining period of the contract.

2. City of De Pere Responsibilities

- a) The City shall enact and enforce necessary ordinances consistent with this proposal.
- b) The City shall make prompt payment in accordance with true and correct statements submitted by the contractor.
- c) The City shall comply with any and all future regulations enacted by the County, State, or Federal authorities which affect these collection services.

- d) The City reserves the right to terminate the contract if the contractor is unable to perform satisfactorily or there are continuing problems with the contractor personnel or contractor equipment.

3. Indemnification

Contractor hereby agrees to indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives, and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers. Contractor shall reimburse the City, its elected and appointed officials, officers, employees, agents or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. In the event that Contractor employs other persons, firms, corporations or entities (sub-contractors) as part of the work covered by this Agreement, it shall be Contractor's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement. This indemnity provision shall survive the termination or expiration of this Agreement.

Notwithstanding any other portions of this Agreement, nothing contained herein is intended to waive or estop the City or its insurer to rely upon the limitations, defenses, and immunities contained within 345.05 and 893.80 of the Wisconsin Statutes. To the extent that indemnification is available and enforceable, the City or its insurer 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.

4. Term of Contract

The proposed term of the contract to perform provide garbage and recycling dumpster collection services shall be for three years (2023 -2025) with an option for the City to

renew if for two (2) more years in one (1) year increments. The contract is anticipated to begin no sooner than January 1, 2023. **Prices quoted shall be firm for the first 12 months of the agreement.**

For subsequent renewal years thereafter, any revision to the pricing shall be submitted in writing by the contractor to City at least 60 days prior to the expiration date. Documentation must be provided to support any requested price increases. If no notice is received regarding any price increases it shall be understood by the contractor that current pricing will remain the same for the next 12 month renewal period. **Pricing shall remain firm for each 12 month renewal period.** The City may, at its sole option, accept the new pricing or choose to cancel the agreement and re-solicit.

Quotes shall include any and all costs to be charged to the City for the proposed services. Any costs not submitted on the price sheets will not be considered payable. This includes but is not limited to, all containers, waste/recycling removal fees, labor, equipment, mileage, time, maintenance, administrative fees, fuel surcharges, County tipping fees, State tipping fees, environmental fees, etc.

The agreement may be cancelled, with or without cause, by either party by giving 90 days written notice.

5. Payment

The Contractor shall invoice monthly the City monthly basis and invoiced at the unit rates for work listed in the proposal. Invoices shall be itemized to dates, locations and number of pickups for each container. Contractor expressly agrees that no interest assessment will be charged for goods and/or services provided if payment is made by the City within 60 days of acceptance of the goods and/or services or receipt by the City of a properly completed invoice, whichever date is later.

6. Insurance Requirements:

The firm shall be required to provide the following limits of liability for insurance coverage shall for not less than the following

Workers' Compensation:

State:	Statutory
Applicable Federal (e.g., Longshoreman's):	Statutory
Employer's Liability:	\$ 1,000,000

Contractor's General Liability shall be written on the most current ISO CG 00 01 or equivalent form and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

- a. General Aggregate (on a per project basis) \$ 2,000,000
 - b. Products – Completed Operations Aggregate \$ 2,000,000
 - c. Personal and Advertising Injury \$ 1,000,000
 - d. Each Occurrence (Bodily Injury and Property Damage) \$ 1,000,000
 - e. Property Damage liability insurance will provide
Explosion, Collapse, and Under-ground coverages where applicable.
 - f. Excess or Umbrella Liability
 - General Aggregate \$ 5,000,000
 - Each Occurrence \$ 5,000,000
- Automobile Liability:
- g. Combined Single Limit of \$ 1,000,000

Contractual Liability coverage as provided in the most current CG 00 01 or equivalent form. Policy shall be free of any endorsement or language limiting contractual liability coverage beyond the limitations of CG 00 01.

The limits of liability as set forth herein shall be periodically reviewed and adjustments made so as to provide insurance coverage in keeping with increases in the Consumer Price Index and what is deemed to be prudent and reasonable by the County or its representatives. In the event that the County determines that the limits need to be adjusted at some time after the initial term of the contract, the County shall give notice to the contractor in writing of the new limits and the Contractor shall make such adjustments to its insurance coverage within 60 day of such notice.

A valid Certificate of Insurance shall be issued to the City prior to commencement of work and meeting the requirements listed to avoid any interruption of normal business services and transactions. Certificates must bear the signature of the insurer's authorized representative.

The insurance certificate must be issued by companies licensed to do business in the State of Wisconsin or signed by an agent by the State of Wisconsin.

The certificates of insurance shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the City.

The certificates of insurance shall include reference to the contract name or RFP number in the description section of the certificate.

The certificate of insurance will be delivered to City prior to the execution of the contract to:

Street Superintendent
City of De Pere
925 South Sixth Street
De Pere, WI 54115

Additional Information:

- Sample consultant agreement is attached

All proposals should include the following information:

1. **Previous Experience:** Contractor must submit at least three (3) references for dumpster collection services done in the past two (2) years in downtown areas.
2. **Cost:** Contractor shall submit prices on proposal sheets provided with this proposal to complete all work mentioned above. Failure to provide a price for any line item in the proposal may result in the rejection of the submitted proposal.

Sealed proposals marked **“2023 Dumpster Collection Services Proposal”** on envelope are to be delivered or mailed to:

Tony Fietzer, CPWP-M
Street Superintendent
City of De Pere
925 South Sixth Street
De Pere, WI 54115

All sealed proposals shall be received no later than 10:00 a.m. on Thursday, October 20, 2022.

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

If you have any questions, please call me at (920) 339-8325.

Sincerely,

Tony Fietzer, CPWP-M
Street Superintendent
Department of Public Works

The following proposal is submitted to: City of De Pere, in accordance with the written proposal to furnish all labor, materials, tools, equipment and incidentals necessary to provide garbage and recycling dumpster collection services.

The undersigned FIRM agrees, if this proposal is accepted, to enter into an agreement with the City of De Pere to perform and furnish all work as specified in this proposal. The undersigned firm will meet and adhere to the City of De Pere's requirements as indicated in the proposal.

Based on the details provided in this proposal, the undersigned firm agrees they are able to meet the City of De Pere's requirements and that the prices provide garbage and recycling dumpster collection services:

2023 Garbage & Recycle Dumpster Collection Service Proposal

YEAR 2023 NICOLET SQUARE DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

YEAR 2023 NICOLET SQUARE DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

2023 Garbage & Recycle Dumpster Collection Service Proposal

YEAR 2023 MARQUETTE SQUARE DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

YEAR 2023 MARQUETTE SQUARE DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

2023 Garbage & Recycle Dumpster Collection Service Proposal

YEAR 2023 ALLEY 400 REID ST				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

YEAR 2023 ALLEY 400 REID ST				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

2023 Garbage & Recycle Dumpster Collection Service Proposal

YEAR 2023				
FUTURE DOWNTOWN LOCATION				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

YEAR 2023				
FUTURE DOWNTOWN LOCATION				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

2024 Garbage & Recycle Dumpster Collection Service Proposal

YEAR 2024 NICOLET SQUARE DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

YEAR 2024 NICOLET SQUARE DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

2024 Garbage & Recycle Dumpster Collection Service Proposal

YEAR 2024				
MARQUETTE SQUARE				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

YEAR 2024				
MARQUETTE SQUARE				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

2024 Garbage & Recycle Dumpster Collection Service Proposal

YEAR 2024				
ALLEY 400 REID ST				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

YEAR 2024				
ALLEY 400 REID ST				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

2024 Garbage & Recycle Dumpster Collection Service Proposal

YEAR 2024				
FUTURE DOWNTOWN LOCATION				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

YEAR 2024				
FUTURE DOWNTOWN LOCATION				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

2025 Garbage & Recycle Dumpster Collection Service Proposal

YEAR 2025 NICOLET SQUARE DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

YEAR 2025 NICOLET SQUARE DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

2025 Garbage & Recycle Dumpster Collection Service Proposal

YEAR 2025 MARQUETTE SQUARE DUMP FREQUENCY -REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

YEAR 2025 MARQUETTE SQUARE DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

2025 Garbage & Recycle Dumpster Collection Service Proposal

YEAR 2025 ALLEY 400 REID ST				
DUMP FREQUENCY -REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

YEAR 2025 ALLEY 400 REID ST				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

2025 Garbage & Recycle Dumpster Collection Service Proposal

YEAR 2025				
FUTURE DOWNTOWN LOCATION				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

YEAR 2025				
FUTURE DOWNTOWN LOCATION				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster				
4 – YD Dumpster				
6 – YD Dumpster				
8 – YD Dumpster				

Name of Firm

Address of Firm

Telephone Number

Fax Number

Email Address

The undersigned bidder, being duly sworn, does depose and say that he is an authorized representative of:_____ and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

Signature of Bidder

Date

Print or Type Name of Bidder

Title

2023 Garbage & Recycle Dumpster Collection Service Proposal

YEAR 2023 NICOLET SQUARE				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	\$54.00	\$105.00	\$156.00	\$207.00
4 – YD Dumpster	\$74.00	\$143.00	\$211.00	\$280.00
6 – YD Dumpster	\$93.00	\$179.00	\$266.00	\$353.00
8 – YD Dumpster	\$111.00	\$216.00	\$321.00	\$425.00

YEAR 2023 NICOLET SQUARE				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	\$48.00	\$92.00	\$136.00	\$180.00
4 – YD Dumpster	\$60.00	\$115.00	\$171.00	\$226.00
6 – YD Dumpster	\$70.00	\$146.00	\$209.00	\$274.00
8 – YD Dumpster	\$84.00	\$162.00	\$239.00	\$316.00

Additional Fees & Conditions:

- Price Lock Year 1, 5% Increase Each Additional Year of Service Agreement
- No Additional Monthly Service Fees (No Fuel, Environmental, of Admin fees)
- \$75 Per Container Delivery & Removal
- \$50 Per Container Swap Out
- \$10/Yard Extra Yardage
- \$75 Per Extra Pick Up/Hauls

2023 Garbage & Recycle Dumpster Collection Service Proposal

YEAR 2023				
MARQUETTE SQUARE				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	\$54.00	\$105.00	\$156.00	\$207.00
4 – YD Dumpster	\$74.00	\$143.00	\$211.00	\$280.00
6 – YD Dumpster	\$93.00	\$179.00	\$266.00	\$353.00
8 – YD Dumpster	\$111.00	\$216.00	\$321.00	\$425.00

YEAR 2023				
MARQUETTE SQUARE				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	\$48.00	\$92.00	\$136.00	\$180.00
4 – YD Dumpster	\$60.00	\$115.00	\$171.00	\$226.00
6 – YD Dumpster	\$70.00	\$146.00	\$209.00	\$274.00
8 – YD Dumpster	\$84.00	\$162.00	\$239.00	\$316.00

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- No Additional Monthly Service Fees (No Fuel, Environmental, of Admin fees)
- \$75 Per Container Delivery & Removal
- \$50 Per Container Swap Out
- \$10/Yard Extra Yardage
- \$75 Per Extra Pick Up/Hauls

2023 Garbage & Recycle Dumpster Collection Service Proposal

YEAR 2023 ALLEY 400 REID ST				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	\$54.00	\$105.00	\$156.00	\$207.00
4 – YD Dumpster	\$74.00	\$143.00	\$211.00	\$280.00
6 – YD Dumpster	\$93.00	\$179.00	\$266.00	\$353.00
8 – YD Dumpster	\$111.00	\$216.00	\$321.00	\$425.00

YEAR 2023 ALLEY 400 REID ST				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	\$48.00	\$92.00	\$136.00	\$180.00
4 – YD Dumpster	\$60.00	\$115.00	\$171.00	\$226.00
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- No Additional Monthly Service Fees (No Fuel, Environmental, of Admin fees)
- \$75 Per Container Delivery & Removal
- \$50 Per Container Swap Out
- \$10/Yard Extra Yardage
- \$75 Per Extra Pick Up/Hauls

2023 Garbage & Recycle Dumpster Collection Service Proposal

YEAR 2023				
FUTURE DOWNTOWN LOCATION				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	\$54.00	\$105.00	\$156.00	\$207.00
4 – YD Dumpster	\$74.00	\$143.00	\$211.00	\$280.00
6 – YD Dumpster	\$93.00	\$179.00	\$266.00	\$353.00
8 – YD Dumpster	\$111.00	\$216.00	\$321.00	\$425.00

YEAR 2023				
FUTURE DOWNTOWN LOCATION				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	\$48.00	\$92.00	\$136.00	\$180.00
4 – YD Dumpster	\$60.00	\$115.00	\$171.00	\$226.00
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8 – YD Dumpster	\$84.00	\$162.00	\$239.00	\$316.00

Additional Fees & Conditions:

- Price Lock Year 1, 5% Increase Each Additional Year of Service Agreement
- No Additional Monthly Service Fees (No Fuel, Environmental, of Admin fees)
- \$75 Per Container Delivery & Removal
- \$50 Per Container Swap Out
- \$10/Yard Extra Yardage
- \$75 Per Extra Pick Up/Hauls

2024 Garbage & Recycle Dumpster Collection Service Proposal

YEAR 2024 NICOLET SQUARE				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	\$56.70	\$110.25	\$163.80	\$217.35
4 – YD Dumpster	\$77.70	\$150.15	\$221.55	\$294.00
6 – YD Dumpster	\$97.65	\$187.95	\$279.30	\$370.65
8 – YD Dumpster	\$116.55	\$226.80	\$337.05	\$446.25

YEAR 2024 NICOLET SQUARE				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	\$50.40	\$96.60	\$142.80	\$189.00
4 – YD Dumpster	\$63.00	\$120.75	\$179.55	\$237.30
6 – YD Dumpster	\$73.50	\$153.30	\$219.45	\$287.70
8 – YD Dumpster	\$88.20	\$170.10	\$250.95	\$331.80

Additional Fees & Conditions:

- Price Lock Year 1, 5% Increase Each Additional Year of Service Agreement
- No Additional Monthly Service Fees (No Fuel, Environmental, of Admin fees)
- \$75 Per Container Delivery & Removal
- \$50 Per Container Swap Out
- \$10/Yard Extra Yardage
- \$75 Per Extra Pick Up/Hauls

2024 Garbage & Recycle Dumpster Collection Service Proposal

YEAR 2024 MARQUETTE SQUARE DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	\$56.70	\$110.25	\$163.80	\$217.35
4 – YD Dumpster	\$77.70	\$150.15	\$221.55	\$294.00
6 – YD Dumpster	\$97.65	\$187.95	\$279.30	\$370.65
8 – YD Dumpster	\$116.55	\$226.80	\$337.05	\$446.25

YEAR 2024 MARQUETTE SQUARE DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	\$50.40	\$96.60	\$142.80	\$189.00
4 – YD Dumpster	\$63.00	\$120.75	\$179.55	\$237.30
6 – YD Dumpster	\$73.50	\$153.30	\$219.45	\$287.70
8 – YD Dumpster	\$88.20	\$170.10	\$250.95	\$331.80

Additional Fees & Conditions:

- Price Lock Year 1, 5% Increase Each Additional Year of Service Agreement
- No Additional Monthly Service Fees (No Fuel, Environmental, of Admin fees)
- \$75 Per Container Delivery & Removal
- \$50 Per Container Swap Out
- \$10/Yard Extra Yardage
- \$75 Per Extra Pick Up/Hauls

2024 Garbage & Recycle Dumpster Collection Service Proposal

YEAR 2024 ALLEY 400 REID ST				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	\$56.70	\$110.25	\$163.80	\$217.35
4 – YD Dumpster	\$77.70	\$150.15	\$221.55	\$294.00
6 – YD Dumpster	\$97.65	\$187.95	\$279.30	\$370.65
8 – YD Dumpster	\$116.55	\$226.80	\$337.05	\$446.25

YEAR 2024 ALLEY 400 REID ST				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	\$50.40	\$96.60	\$142.80	\$189.00
4 – YD Dumpster	\$63.00	\$120.75	\$179.55	\$237.30
6 – YD Dumpster	\$73.50	\$153.30	\$219.45	\$287.70
8 – YD Dumpster	\$88.20	\$170.10	\$250.95	\$331.80\$

Additional Fees & Conditions:

- Price Lock Year 1, 5% Increase Each Additional Year of Service Agreement
- No Additional Monthly Service Fees (No Fuel, Environmental, of Admin fees)
- \$75 Per Container Delivery & Removal
- \$50 Per Container Swap Out
- \$10/Yard Extra Yardage
- \$75 Per Extra Pick Up/Hauls

2024 Garbage & Recycle Dumpster Collection Service Proposal

YEAR 2024				
FUTURE DOWNTOWN LOCATION				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	\$56.70	\$110.25	\$163.80	\$217.35
4 – YD Dumpster	\$77.70	\$150.15	\$221.55	\$294.00
6 – YD Dumpster	\$97.65	\$187.95	\$279.30	\$370.65
8 – YD Dumpster	\$116.55	\$226.80	\$337.05	\$446.25

YEAR 2024				
FUTURE DOWNTOWN LOCATION				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	\$50.40	\$96.60	\$142.80	\$189.00
4 – YD Dumpster	\$63.00	\$120.75	\$179.55	\$237.30
6 – YD Dumpster	\$73.50	\$153.30	\$219.45	\$287.70
8 – YD Dumpster	\$88.20	\$170.10	\$250.95	\$331.80

Additional Fees & Conditions:

- Price Lock Year 1, 5% Increase Each Additional Year of Service Agreement
- No Additional Monthly Service Fees (No Fuel, Environmental, of Admin fees)
- \$75 Per Container Delivery & Removal
- \$50 Per Container Swap Out
- \$10/Yard Extra Yardage
- \$75 Per Extra Pick Up/Hauls

2025 Garbage & Recycle Dumpster Collection Service Proposal

YEAR 2025 NICOLET SQUARE				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	\$59.54	\$115.76	\$171.99	\$228.22
4 – YD Dumpster	\$81.59	\$157.66	\$232.63	\$308.70
6 – YD Dumpster	\$102.53	\$197.35	\$293.27	\$389.18
8 – YD Dumpster	\$122.38	\$238.14	\$353.90	\$468.56

YEAR 2025 NICOLET SQUARE				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	\$52.92	\$101.43	\$149.94	\$198.45
4 – YD Dumpster	\$66.15	\$126.79	\$188.53	\$249.17
6 – YD Dumpster	\$77.18	\$160.97	\$230.42	\$302.09
8 – YD Dumpster	\$92.61	\$178.61	\$263.50	\$348.39

Additional Fees & Conditions:

- Price Lock Year 1, 5% Increase Each Additional Year of Service Agreement
- No Additional Monthly Service Fees (No Fuel, Environmental, of Admin fees)
- \$75 Per Container Delivery & Removal
- \$50 Per Container Swap Out
- \$10/Yard Extra Yardage
- \$75 Per Extra Pick Up/Hauls

2025 Garbage & Recycle Dumpster Collection Service Proposal

YEAR 2025 MARQUETTE SQUARE DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	\$59.54	\$115.76	\$171.99	\$228.22
4 – YD Dumpster	\$81.59	\$157.66	\$232.63	\$308.70
6 – YD Dumpster	\$102.53	\$197.35	\$293.27	\$389.18
8 – YD Dumpster	\$122.38	\$238.14	\$353.90	\$468.56

YEAR 2025 MARQUETTE SQUARE DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	\$52.92	\$101.43	\$149.94	\$198.45
4 – YD Dumpster	\$66.15	\$126.76	\$188.53	\$249.17
6 – YD Dumpster	\$77.18	\$160.97	\$230.42	\$302.09
8 – YD Dumpster	\$92.61	\$178.61	\$263.50	\$348.39

Additional Fees & Conditions:

- Price Lock Year 1, 5% Increase Each Additional Year of Service Agreement
- No Additional Monthly Service Fees (No Fuel, Environmental, of Admin fees)
- \$75 Per Container Delivery & Removal
- \$50 Per Container Swap Out
- \$10/Yard Extra Yardage
- \$75 Per Extra Pick Up/Hauls

2025 Garbage & Recycle Dumpster Collection Service Proposal

YEAR 2025 ALLEY 400 REID ST				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	\$59.54	\$115.76	\$171.99	\$228.22
4 – YD Dumpster	\$81.59	\$157.66	\$232.63	\$308.70
6 – YD Dumpster	\$102.53	\$197.35	\$293.27	\$389.18
8 – YD Dumpster	\$122.38	\$238.14	\$353.90	\$468.56

YEAR 2025 ALLEY 400 REID ST				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	\$52.92	\$101.43	\$149.94	\$198.45
4 – YD Dumpster	\$66.15	\$126.79	\$188.53	\$249.17
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8 – YD Dumpster	\$92.61	\$178.61	\$263.50	\$348.39

Additional Fees & Conditions:

- Price Lock Year 1, 5% Increase Each Additional Year of Service Agreement
- No Additional Monthly Service Fees (No Fuel, Environmental, of Admin fees)
- \$75 Per Container Delivery & Removal
- \$50 Per Container Swap Out
- \$10/Yard Extra Yardage
- \$75 Per Extra Pick Up/Hauls

2025 Garbage & Recycle Dumpster Collection Service Proposal

YEAR 2025				
FUTURE DOWNTOWN LOCATION				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	\$59.54	\$115.76	\$171.99	\$228.22
4 – YD Dumpster	\$81.59	\$157.66	\$232.63	\$308.70
6 – YD Dumpster	\$102.53	\$197.35	\$293.27	\$389.18
8 – YD Dumpster	\$122.38	\$238.14	\$353.90	\$468.56

YEAR 2025				
FUTURE DOWNTOWN LOCATION				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	\$52.92	\$101.43	\$149.94	\$198.45
4 – YD Dumpster	\$66.15	\$126.79	\$188.53	\$249.17
6 – YD Dumpster	\$77.18	\$160.97	\$230.42	\$302.09
8 – YD Dumpster	\$92.61	\$178.61	\$263.50	\$348.39

Additional Fees & Conditions:

- Price Lock Year 1, 5% Increase Each Additional Year of Service Agreement
- No Additional Monthly Service Fees (No Fuel, Environmental, of Admin fees)
- \$75 Per Container Delivery & Removal
- \$50 Per Container Swap Out
- \$10/Yard Extra Yardage
- \$75 Per Extra Pick Up/Hauls

GFL Environmental

Name of Firm

1799 S Broadway De Pere, WI 54115

Address of Firm

(920)-889-1615

Telephone Number

Fax Number

bkessler@gflenv.com

Email Address

The undersigned bidder, being duly sworn, does depose and say that he is an authorized representative of: GFL ENVIRONMENTAL and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.



Signature of Bidder

10/19/22

Date

BRENT KESSLER

Print or Type Name of Bidder

ACCOUNT MANAGER

Title



References

GFL brings fresh ideas and solutions to the business of a clean environment. As one of the largest publicly held environmental services company in the U.S., we provide integrated, non-hazardous solid waste collection, recycling and disposal services to residential, commercial, industrial and construction customers across 27 states and Canada. Our team is dedicated to finding effective, sustainable solutions to preserve the environment for future generations.

Industrial Protective Coatings, Inc
1855 Enterprise Drive
DePere, WI 54115
Kelsie Czukas
920-336-0801
kelsie@massesinc.com

School District of West De Pere
400 Reid Street, Suite W
De Pere, WI 54115
Terry Vande Hey
920-337-1393 X 8037
tvandehey@wdpsd.com

McDonald's
1600 Shawano Ave
Green Bay, WI 54303
Ryan Larson
906-290-4119
Ryan.Larson@partners.mcd.com

Brent Kessler | Account Manager

GFL Environmental

1799 S Broadway Avenue, DePere, WI, 54115

C (920) 889-1615 | bkessler@gflenv.com | www.gflenv.com



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 7/29/2022

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

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

PRODUCER R & R Insurance Services, Inc N14 W23900 Stone Ridge Drive Waukesha WI 53188	CONTACT NAME: Kerry Alaimo PHONE (A/C, No, Ext): (262) 953-7188 FAX (A/C, No): (262) 953-7188 E-MAIL ADDRESS: Kerry.Alaimo@rrins.com														
INSURED UPAC Holdings Inc 611 Hansen Rd P O Box 2238 Green Bay WI 54306-2238	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Motorists Commercial Mutual Insurance</td> <td>13331</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Motorists Commercial Mutual Insurance	13331	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Motorists Commercial Mutual Insurance	13331														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 22/23 Liab Cert w/WC **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☒ Garage Liability ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS	X		Garage Liability 5000020410 Bkt-AI, CA CW MG0014 4/17 Bkt-AI PNC, CA CW MG 0015 4/17 Bkt-WOS, CA CW MG 0007 4/17	Auto Only / 8/1/2022	Garage 8/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Gar Ops Each / Agg: \$1,000,000 \$ / 3,000,000
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			5000017793	8/1/2022	8/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCB1034854 **WI and MI** Blkt - WOB; WC0003 13	11/1/2021	11/1/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Garage-Physical Damage			5000020410 \$1,000,000 - Blanket	8/1/2022	8/1/2023	Comprehensive Ded Ea/Event \$2,500/\$12,500 Collision Deductible \$2,500

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

GFL Environmental is additional insured in regards to garage liability and umbrella per forms above when required by written contract..

CERTIFICATE HOLDER
CANCELLATION

GFL Environmental
 100 New Park Place
 Suite 500
 Vaughan, ON L4K 0H9

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

AUTHORIZED REPRESENTATIVE

Mike Obertin/KA510

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10/20/2022

Waste Management of Wisconsin



**2023 Garbage & Recycle
Dumpster Collection Service Proposal**

YEAR 2023				
NICOLET SQUARE, MARQUETTE SQUARE, ALLEY 400 REID ST, FUTURE DOWNTOWN LOCATION				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	\$72.00	\$135.00	\$196.00	\$260.00
4 – YD Dumpster	\$103.00	\$194.00	\$284.00	\$375.00
6 – YD Dumpster	\$134.00	\$253.00	\$371.00	\$490.00
8 – YD Dumpster	\$166.00	\$315.00	\$460.00	\$610.00

YEAR 2023				
NICOLET SQUARE, MARQUETTE SQUARE, ALLEY 400 REID ST, FUTURE DOWNTOWN LOCATION				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	\$72.00	\$135.00	\$198.00	\$261.00
4 – YD Dumpster	\$88.00	\$162.00	\$235.00	\$308.00
6 – YD Dumpster	\$100.00	\$185.00	\$269.00	\$354.00
8 – YD Dumpster	\$115.00	\$209.00	\$304.00	\$400.00

**2024 Garbage & Recycle
Dumpster Collection Service Proposal**

YEAR 2024				
NICOLET SQUARE, MARQUETTE SQUARE, ALLEY 400 REID ST, FUTURE DOWNTOWN LOCATION				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	\$75.60	\$141.75	\$205.80	\$273.00
4 – YD Dumpster	\$108.15	\$203.70	\$298.20	\$393.75
6 – YD Dumpster	\$140.70	\$265.65	\$389.55	\$514.50
8 – YD Dumpster	\$174.30	\$330.75	\$483.00	\$640.50

YEAR 2024				
NICOLET SQUARE, MARQUETTE SQUARE, ALLEY 400 REID ST, FUTURE DOWNTOWN LOCATION				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	\$75.60	\$141.75	\$207.90	\$274.05
4 – YD Dumpster	\$92.40	\$170.10	\$246.75	\$323.40
6 – YD Dumpster	\$105.00	\$194.25	\$282.45	\$371.70
8 – YD Dumpster	\$120.75	\$219.45	\$319.20	\$420.00

**2025 Garbage & Recycle
Dumpster Collection Service Proposal**

YEAR 2025				
NICOLET SQUARE, MARQUETTE SQUARE, ALLEY 400 REID ST, FUTURE DOWNTOWN LOCATION				
DUMP FREQUENCY - REFUSE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	\$79.38	\$148.84	\$216.09	\$286.65
4 – YD Dumpster	\$113.56	\$213.89	\$313.11	\$413.44
6 – YD Dumpster	\$147.74	\$278.93	\$409.03	\$540.23
8 – YD Dumpster	\$183.02	\$347.29	\$507.15	\$672.53

YEAR 2025				
NICOLET SQUARE, MARQUETTE SQUARE, ALLEY 400 REID ST, FUTURE DOWNTOWN LOCATION				
DUMP FREQUENCY - RECYCLE				
	1/Week	2/Week	3/Week	4/Week
2 – YD Dumpster	\$79.38	\$148.84	\$218.30	\$287.75
4 – YD Dumpster	\$97.02	\$178.61	\$259.09	\$339.57
6 – YD Dumpster	\$110.25	\$203.96	\$296.57	\$390.29
8 – YD Dumpster	\$126.79	\$230.42	\$335.16	\$441.00

** The disposal rates for the two (2) one (1) year options (2026 & 2027), shall increase each year on the anniversary of the date of this Agreement by 5%.

WM of Wisconsin
Name of Firm

1861 E Allouez Ave, Green Bay, WI 54311
Address of Firm

920-680-7101
Telephone Number

-
Fax Number

spenovic@wm.com
Email Address

The undersigned bidder, being duly sworn, does depose and say that he is an authorized representative of: WM of Wisconsin and that the said bidder has examined and carefully prepared his bid from the Proposal Requirements, and has checked the same in detail before submitting said proposal or bid; and that said bidder or his agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in an collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or bid.

Scott Penovich
Signature of Bidder

10-18-2028
Date

Scott Penovich
Print or Type Name of Bidder

Senior Account Executive
Title



References

1. Murphy Development
2067-69 Bridge Port Ct
450 College Ave
100 Front St
De Pere, WI 54115
Contact: Keith Brown
Phone: (920) 337-6373
2. De Pere Superstore
1501 W Main Ave
De Pere, WI 54115
Contact: Matt Olson
Phone: (920) 347-0114
3. United Apartments
430 Grant St
De Pere, WI 54115
Contact: Jeannie Mahone
Phone: (920) 968-8112



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: November 7, 2022

DEPARTMENT: Engineering

FROM: Eric Rakers

SUBJECT: Consideration and possible action on Second Amendment to 2021 Agreement for 2023 Consulting Services*

ATTACHMENTS:

- 2022 1107 CI_BOPW_Consulting_Services_Extension(PDF)
- 2021 1105 TDS_Build_Map_8.5X11 (PDF)
- 2022 1102 Amendment 2023 Cont Eng Services (PDF)
- 2022 REL-Extension-General Consulting Services (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 7, 2022

RE: **Consideration and possible action on Second Amendment to 2021 Agreement for 2023 Consulting Services***

The Engineering Department is looking to extend the 2021 Agreement for Consulting Services with Robert E. Lee and Associates through 2023. In December 2021, an extension was approved for coordinating larger, long-term projects without having to potentially switch hands to another consulting firm mid-project. Currently, Robert E. Lee and Associates is providing inspection services and assisting in the design of a few ongoing, multi-year projects. Once these projects wrap up, Engineering Staff will look to solicit for consulting services on a multi-year basis to facilitate long-term project coordination with the selected firm. Additionally, the selected firm will further specialize in the City's standard practices for plan design and bidding which should expedite future work.

Background and Discussion

Staff utilizes consulting services to assist with the completion of storm water, wetland, navigable waterway permits, shop drawing review, wetland reviews, wetland delineations, traffic impact analysis review, street lighting design, legal surveys, legal descriptions, easement preparation, or engineering issues that arise that exceed staff's availability or expertise.

Moving into 2023, there are multiple outstanding City projects that Robert E. Lee and Associates is actively contributing including:

1. TDS Telecom: TDS Telecom has announced its plans to install fiber optic communications to serve the majority of the Green Bay Metropolitan Area. This fiber build includes the majority of De Pere residents and over 100 miles of roadway. Engineering staff is leading this work with Robert E. Lee and associates providing a Utility Coordinator to assist in day-to-day permit review, correspondence and inspection. A map of the anticipated project limits is attached.
2. Waterview Heights: a 106 lot, 1.2 mile long subdivision is being constructed on the City's southwest side. This subdivision is designed by Robert E. Lee and Associates due to staff's unavailability.
3. Pond and Drainage System Construction Permits-Franklin/Fulton/Front: a new storm water treatment pond requiring a Chapter 30 permit to cross the Fox River Trail.

The updated 2023 Labor Rates for Robert E. Lee and Associates is included with this memo. The typical rates are listed in the table below for comparison to previous year's consulting services proposals.

Description	Unit	Robert E Lee 2023	Robert E Lee 2022	Robert E Lee 2021	Cedar Corp 2021	Ruekert & Mielke 2021
Senior Engineer	HR	\$119	\$113	\$108	\$120	\$122
Engineer	HR	\$100	\$95	\$91	\$95	\$106
Registered Land Surveyor	HR	\$103	\$98	\$94	\$100	\$100
Senior Tech	HR	\$97	\$92	\$88	\$92	\$105
Tech	HR	\$85	\$80	\$77	\$82	\$78
Clerical	HR	\$64	\$59	\$55	\$68	\$68
Mileage	MI	2023 Fed Rate	2022 Fed Rate	\$0.56	\$0.575	\$0.58
Electrical/Mechanical Review	HR				\$125	

While Robert E. Lee's 2023 rates have increased \$5 to \$6 per hour across the board, they are still comparable to the rates provided by Cedar Corporation and Ruekert & Mielke in 2021.

Due to the magnitude of the incoming projects, staff cannot generate an estimate for 2023 consulting services. Funding will be from the various capital projects accounts and the engineering budget. Any time associated with the TDS Fiber Build will eventually be billed back to TDS as part of the City's excavation permit process.

Recommendation

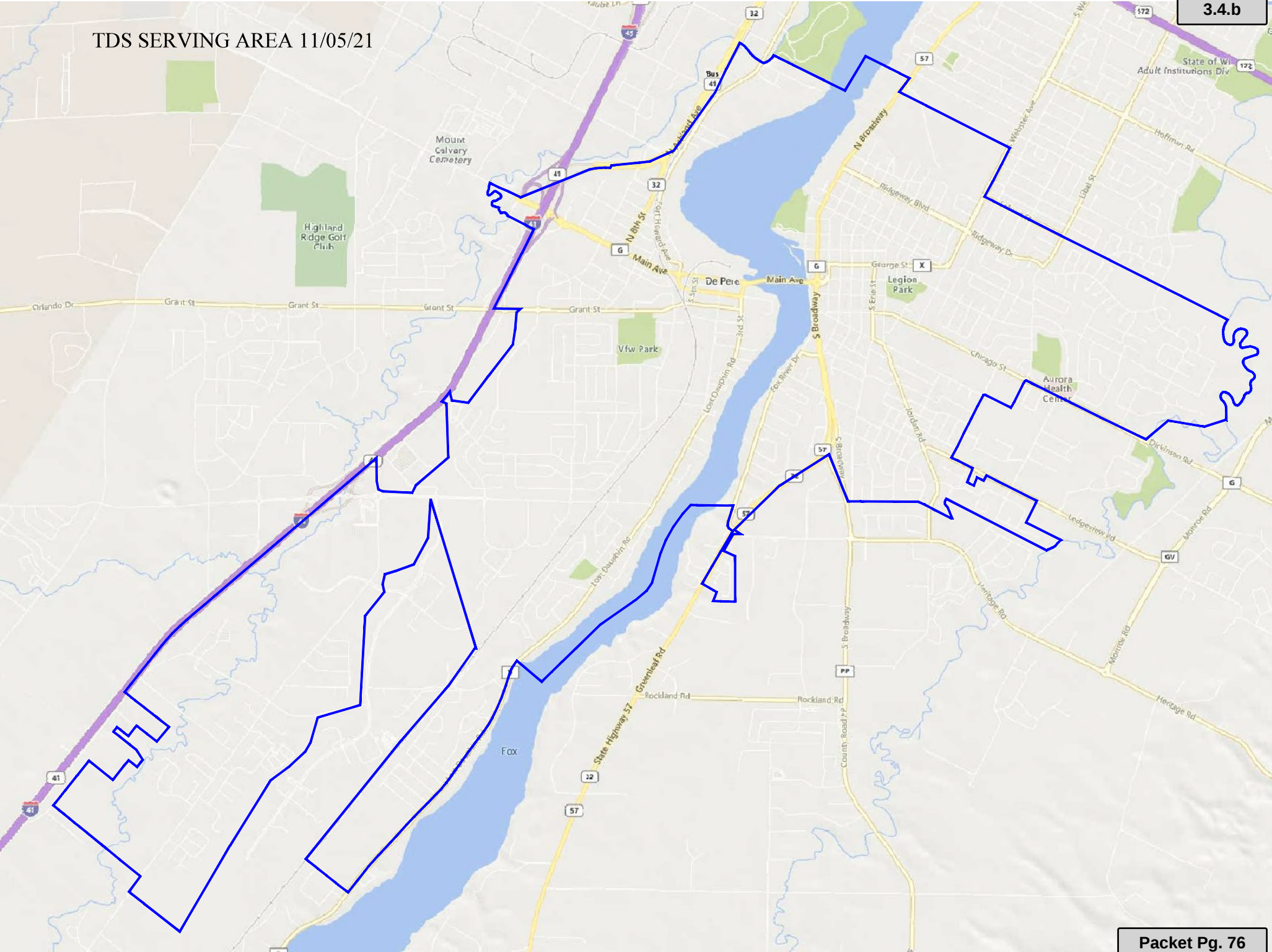
The staff recommendation is to amend the 2021 Agreement to extend consulting services with Robert E. Lee and Associates through 2023.

Attachments

2021 1105 TDS Build Map (PDF)
 2022 1102 Amendment 2023 Cont Eng Services (PDF)
 2022 REL Extension-General Consulting Services (PDF)

In 2020 and 2021 the Engineering Department has requested for proposals for consulting services that were completed in conjunction with the City's annual construction projects.

TDS SERVING AREA 11/05/21



November 2, 2022

Mr. Eric Rakers, P.E., City Engineer
CITY OF DE PERE
925 South Sixth Street
De Pere, WI 54115

RE: Amendment for 2023 Consulting Services

Dear Mr. Rakers:

As requested, REL is providing a summary of our 2023 standard labor rates for the purpose of extending REL's existing engineering consulting contract with the City of De Pere. Rates provided include the categories as previously requested by the City, along with our standard rates for other individuals that may be resources for the City of De Pere to utilize in 2023. As a means to amend our existing Consulting Services agreement, REL proposes to complete services in 2023 under current terms and conditions of our agreement with the exception of the attached rate adjustment.

As in 2022, REL is able to continue supporting the ongoing TDS fiber installation project. The rate for this position is specifically labeled as Utility Coordinator on the attached rate sheet. Should additional resources be needed to help coordinate the TDS project, REL will make them available at those individuals appropriate labor rate.

We value the relationship we have developed with the City of De Pere and appreciate the opportunity to continuing working with the City to fulfill your contracted engineering services in 2023 and beyond. Should you need any additional information to complete this amendment, please do not hesitate to contact our office. Thank you again for the opportunity to work with the City of De Pere.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.



Jared G. Schmidt, P.E., V.P.
Civil/Municipal Engineering Manager

JGS/NJM

ENC.

CC/ENC.: Chase Kuffel, P.E., Assistant City Engineer

2023 Labor Rates Robert E. Lee & Associates, Inc.	
Staff Type	Rate
TECHNICIAN	\$ 85.00
SENIOR TECHNICIAN	\$ 97.00
TECHNICIAN INTERN	\$ 50.00
CIVIL ENGINEERING MANAGER	\$ 180.00
CLERICAL	\$ 64.00
COMMUNITY PLANNER	\$ 112.00
CONSTRUCTION MANAGER	\$ 142.00
ENGINEER	\$ 100.00
SENIOR ENGINEER	\$ 119.00
SENIOR PROJECT ENGINEER	\$ 148.00
ENGINEERING DIRECTOR	\$ 183.00
ENVIRONMENTAL COMPLIANCE MANAGER	\$ 159.00
ENVIRONMENTAL SCIENTIST I	\$ 97.00
ENVIRONMENTAL SCIENTIST II	\$ 112.00
ENVIRONMENTAL SCIENTIST III	\$ 125.00
ENVIRONMENTAL SERVICES MANAGER	\$ 180.00
ENVIRONMENTAL TECHNICIAN ASSISTANT I	\$ 53.00
ENVIRONMENTAL TECHNICIAN ASSISTANT II	\$ 72.00
ENVIRONMENTAL TECHNICIAN I	\$ 76.00
ENVIRONMENTAL TECHNICIAN II	\$ 86.00
ENVIRONMENTAL TECHNICIAN III	\$ 105.00
GEOLOGIST I	\$ 95.00
GEOLOGIST II	\$ 110.00
GEOLOGIST III	\$ 123.00
GEOLOGIST IV	\$ 145.00
NATURAL RESOURCES SCIENTIST I	\$ 74.00
NATURAL RESOURCES SCIENTIST II	\$ 90.00
NATURAL RESOURCES SCIENTIST III	\$ 107.00
NATURAL RESOURCES SCIENTIST IV	\$ 131.00
NATURAL RESOURCES TECHNICIAN I	\$ 44.00
NATURAL RESOURCES TECHNICIAN II	\$ 50.00
NATURAL RESOURCES TECHNICIAN III	\$ 72.00
NES DIVISION MANAGER	\$ 133.00
SENIOR CONSULTANT	\$ 170.00
SENIOR TRANSPORTATION CONSULTANT	\$ 135.00
SOLID WASTE MANAGER	\$ 180.00
SURVEY INTERN	\$ 59.00
SURVEY MANAGER	\$ 138.00
UTILITY COORDINATOR	\$ 100.00
PROFESSIONAL LAND SURVEYOR	\$ 103.00
TRANSPORTATION MANAGER	\$ 178.00
WATER & WASTEWATER FACILITIES OPERATOR	\$ 99.00
WATER & WASTEWATER MANAGER	\$ 173.00
WWTP FACILITIES OPERATOR ASSISTANT	\$ 58.00
LANDSCAPE ARCHITECT	\$ 116.00

**Mileage will be billed at the standard 2023 federal rate, and equipment billed at REL's standard 2023 billing rate.*

**EXTENSION OF CONSULTING SERVICES AGREEMENT
BETWEEN THE CITY OF DE PERE AND ROBERT E. LEE & ASSOCIATES, INC.
(2022 Consulting Services)**

THIS EXTENSION is entered into this 10 day of January, 2022, by and between the City of De Pere, a Wisconsin municipal corporation ("City") and Robert E. Lee & Associates, Inc., a Wisconsin corporation ("Consultant"), collectively referred to as the "Parties."

WHEREAS, the City and Consultant are parties to a Consulting Services Agreement dated February 28, 2020, and an Extension thereto dated January 19, 2021, for the provision of limited consulting services for construction projects that exceed City staff availability or expertise ("the Agreement"); and

WHEREAS, the Parties wish to extend the Agreement to continue Consultant's provision of limited consulting services for City's 2022 construction projects, as well as to allow Consultant to conclude its work on larger, longer-term projects for which Consultant is currently engaged, for a subsequent yearly term as provided herein by mutual consent.

NOW THEREFORE, the Parties hereby agree to renew and extend the Agreement between them as follows:

1. The term of the Agreement is hereby extended to include City's 2022 construction projects.
2. Pages 3 and 4 of Exhibit B to the Agreement shall be deleted in their entirety and replaced with Pages 3 and 4 attached hereto (2022 Labor Rates).
3. Unless specifically modified in this Extension, all other provisions of the Agreement shall remain in full force and effect.

Dated this 10 day of January, 2022.

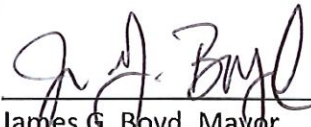
ROBERT E. LEE & ASSOCIATES, INC.

By:



Jared G. Schmidt, P.E., V.P.
Civil/Municipal Engineering Manager**CITY OF DE PERE**

By:



James G. Boyd, Mayor

Carey E. Danen, City Clerk

J:\Law\Agreements\2021\Consultant Agreements\Extension of Consultant Agreement-REL & Associates12-14-21-189-003-19.docx



1250 Centennial Centre Blvd
Hobart, WI 54155
920-662-9641
releeinc.com

December 6, 2021

Mr. Eric Rakers, P.E., City Engineer
CITY OF DE PERE
925 South Sixth Street
De Pere, WI 54115

RE: Amendment to 2021 Agreement for 2022 Consulting Services

Dear Mr. Rakers:

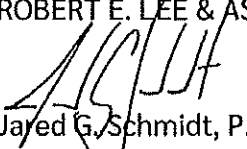
As requested, REL is providing a summary of our 2022 standard labor rates for your use. Rates provided include the categories as requested by the City for 2021 services, along with our standard rates for other individuals that may be resources for the City of De Pere to utilize in 2022. As a means to amend our existing 2021 Consulting Services agreement, REL proposes to complete services in 2022 under current terms and conditions of our agreement with the exception of the attached rate adjustment.

We have discussed the possibility of REL being involved with the TDS fiber installation project that is scheduled to be ongoing in De Pere in 2022-2023. We have identified an REL staff member that will serve as the Utility Coordinator. The rate for this position is specifically labeled as Utility Coordinator on the attached rate sheet. Should additional resources be needed to help coordinate the TDS project, REL will make them available at those individuals appropriate labor rate.

We value the relationship we have developed with the City of De Pere and appreciate the opportunity to continuing working with the City to fulfill your contracted engineering services in 2022 and beyond. Should you need any additional information to complete this amendment, please do not hesitate to contact our office. Thank you again for the opportunity to work with the City of De Pere.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.


Jared G. Schmidt, P.E., V.P.
Civil/Municipal Engineering Manager

JGS/NJM

ENC.

CC/ENC.: Chase Kuffel, P.E., Assistant City Engineer

Exhibit B
REL Extension Agreement 2022
Page 3 of 4

2022 Labor Rates Robert E. Lee & Associates, Inc.	
Staff Type	Rate
TECHNICIAN	\$ 80.00
SENIOR TECHNICIAN	\$ 92.00
TECHNICIAN INTERN	\$ 50.00
CIVIL ENGINEERING MANAGER	\$ 172.00
CLERICAL	\$ 59.00
COMMUNITY PLANNER	\$ 108.00
CONSTRUCTION MANAGER	\$ 128.00
ENGINEER	\$ 95.00
SENIOR ENGINEER	\$ 113.00
SENIOR PROJECT ENGINEER	\$ 141.00
ENGINEERING DIRECTOR	\$ 174.00
ENVIRONMENTAL COMPLIANCE MANAGER	\$ 152.00
ENVIRONMENTAL SCIENTIST I	\$ 94.00
ENVIRONMENTAL SCIENTIST II	\$ 107.00
ENVIRONMENTAL SCIENTIST III	\$ 118.00
ENVIRONMENTAL SERVICES MANAGER	\$ 172.00
ENVIRONMENTAL TECHNICIAN ASSISTANT I	\$ 50.00
ENVIRONMENTAL TECHNICIAN ASSISTANT II	\$ 69.00
ENVIRONMENTAL TECHNICIAN I	\$ 72.00
ENVIRONMENTAL TECHNICIAN II	\$ 82.00
ENVIRONMENTAL TECHNICIAN III	\$ 99.00
GEOLOGIST I	\$ 91.00
GEOLOGIST II	\$ 104.00
GEOLOGIST III	\$ 117.00
GEOLOGIST IV	\$ 142.00
NATURAL RESOURCES SCIENTIST I	\$ 70.00
NATURAL RESOURCES SCIENTIST II	\$ 85.00
NATURAL RESOURCES SCIENTIST III	\$ 101.00
NATURAL RESOURCES SCIENTIST IV	\$ 127.00
NATURAL RESOURCES TECHNICIAN I	\$ 42.00
NATURAL RESOURCES TECHNICIAN II	\$ 47.00
NATURAL RESOURCES TECHNICIAN III	\$ 68.00
NES DIVISION MANAGER	\$ 127.00
SENIOR CONSULTANT	\$ 164.00
SENIOR TRANSPORTATION CONSULTANT	\$ 129.00
SOLID WASTE MANAGER	\$ 174.00
SURVEY INTERN	\$ 56.00
SURVEY MANAGER	\$ 133.00
UTILITY COORDINATOR	\$ 97.00
PROFESSIONAL LAND SURVEYOR	\$ 98.00
TRANSPORTATION MANAGER	\$ 167.00
WATER & WASTEWATER FACILITIES OPERATOR	\$ 95.00
WATER & WASTEWATER MANAGER	\$ 165.00
WWTP FACILITIES OPERATOR ASSISTANT	\$ 55.00
LANDSCAPE ARCHITECT	\$ 114.00

**Mileage will be billed at the standard 2022 federal rate, and equipment billed at REL's standard 2022 billing rate.*

Exhibit B

REL Extension Agreement 2022

Page 4 of 4

Updated: 12/6/2021



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: November 7, 2022

DEPARTMENT: Board of Public Works

FROM: Betty Sellenheim

SUBJECT: Consideration and possible action regarding online sales of overflow tags

ATTACHMENTS:

- 2022 1108 CE_Overflow Tag Memo (PDF)

CITY OF DE PERE MEMO



To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Betty Sellenheim, Administrative Assistant
Date: November 7, 2022

RE: **Consideration and possible action regarding online sales of overflow tags**

At the October 2022 Board of Public Works meeting, staff was requested to research the option of allowing online sales of overflow tags for garbage and recycling, including a \$1 postage fee.

Staff reached out to the City Clerk, who reported that adding overflow tags for online sales would be easy once provided the necessary information and could be created to notify public works of the purchase for mailing the tags. A disclaimer could be added to the online purchase form, similar to that on the cat and dog licenses: "A \$1 postage fee will be added to your total, as well as a 2.80% payment processing fee. Your application will be processed within three business days, and your purchase will be mailed to the address you enter in the form." The license page also provides the link for the online mapping system to verify addresses within corporate limits prior to purchasing.

Staff also reached out to the Finance Department regarding convenience fees. Finance reported the following information:

- "1. Percentage to city for phone or in-person credit card payments is 2.75%
2. Percentage to resident for online credit card payments is 2.8%

The City accepts payments over the phone and at the counter up to \$600.00. Anything over that must be paid in cash or with a check.

The fee for overflow tags would be negligible (about 5 cents each) but staff may want to consider adding postage for online/over the phone transactions. For example, we add postage of \$1.00 for online dog and cat licenses."

Internally, staff discussed increasing the cost of the tags to \$3, which would ideally cover the cost of postage, however the cost of overflow tags has not been raised since 2015. Increasing the cost to \$3, equates to approximately a 5% annual increase since 2015, similar to other Public Works fees. Staff also discussed offering phone sales at the Municipal Service Center (MSC). In-person and phone sales do not require residents to pay a convenience fee. Online sales would require residents to pay the 2.8% convenience fee.

Staff recommends increasing the cost of overflow tags to \$3 each, contingent upon approval of the fee schedule by Common Council, with \$1 postage fee and allowing online sales of overflow tags. Staff is not recommending phone sales at this time.



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: November 7, 2022

DEPARTMENT: Engineering

FROM: Eric Rakers

SUBJECT: Consideration and possible action on Reid Street Parking Changes*

ATTACHMENTS:

- 2022 1107 CI_BOPW_Reid Street Parking (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 7, 2022

RE: **Consideration and possible action on Reid Street Parking Changes***

The purpose for this memo is to consider the return of three-hour parking on a section of the north side of Reid Street from Fifth Street to Fourth Street.

Background and Discussion

In 2021 and 2022, modifications were made to change three-hour parking to unrestricted on the north side of Reid Street, from Fifth Street to Fourth Street. These changes were made to accommodate parking during the alley construction between Reid and Main from Fifth to Fourth Street. During construction of the alley and the Cobblestone project, there was a temporary loss of unrestricted parking stalls in the alley and private parking lots. With the completion of the alley project, unrestricted parking stalls have been created in the alley eliminating the need for all the unrestricted parking on Reid Street. Several businesses have requested that the stalls in front of 400 Reid Street return to 3-hour parking restrictions. Additionally, the unrestricted parking was only intended to be temporary during construction.

Recommendation

Staff recommends the parking in front of 400 Reid Street be changed back to three-hour parking and the ordinance be updated as follows:

Section 150-23, Schedule G (PARKING), is hereby amended as follows:

INSERT:

<i>Three-hour parking 9:00 a.m. - 6:00 p.m. Mon. - Sat</i>			
<i>Street</i>	<i>Side of Street</i>	<i>From Curbline or Feet/Dir. Of Curbline</i>	<i>To Curbline or Feet/Dir. of Start</i>
Reid	N	335/W of Fourth	Fourth



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: November 7, 2022

DEPARTMENT: Engineering

FROM: Eric Rakers

SUBJECT: Consideration and possible action on City of De Pere Cluster Mailbox Unit Informational Guide and Policy*

ATTACHMENTS:

- 2022 1107 CI_BOPW_CBU (PDF)
- City of De Pere CBU Information Guide and Policy Rev 2022 1101 (PDF)
- City of De Pere CBU Information Guide for Residents Rev 2022 1101 (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 7, 2022

RE: **Consideration and possible action on Cluster Mailbox Unit Informational Guide and Policy***

The United States Postal Services (USPS) is requiring the installation of cluster mailbox units (CBU's) with new developments. The attached policy has been modeled from other community policies in the area to meet these requirements. The purpose for the policy is to:

- Identify USPS CBU coordination and the location process as part of the platting process.
- Address engineering considerations for CBU locations in subdivision.
- Provide CBU construction information.
- Provide CBU mailbox information and approved vendors.
- Identify CBU operation.

In addition to the attached policy covering the CBU operation, an informational guide has been included. This guide will be presented to residents when new homes are constructed as part of their welcome packet and when they pick up the keys for their CBU box.

Recommendation

Staff recommends approval of the CBU Information Guide and Policy.

City of De Pere Municipal Cluster Mailbox Unit (CBU) Informational Guide and Policy



The US Postal Service (USPS) has indicated that CBU's will be installed in every new subdivision, businesses and private developments. Requests for exceptions will require an appeal process that will be lengthy and not result in a timely decision. In that light the City of De Pere developed a new policy to simplify USPS coordination efforts, expedite the review process and develop a common understanding of what is an acceptable installation for De Pere Developers, Surveyors, Engineers and the Post Office. The goal is to develop a simple, fast & easy process that will protect our municipality and be workable for USPS, developers, surveyors, engineers, Brown County Planning/Tax Listing and Highway Department. The details and approach outlined below was reviewed by the USPS, Brown County Home Builders Association and other stakeholders.

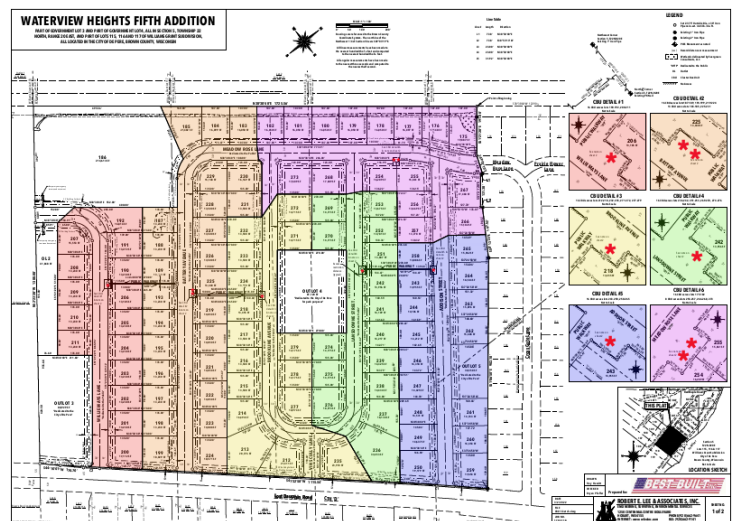
This guide also describes the construction and installation requirements for staff and for design engineers, limits municipal exposure and liability (as the right of way permitting authority), ensures proper ADA installations and clarifies that subdivision lot owners are responsible for long term CBU maintenance and replacement costs including the foundation pads. There are five major policy parts in De Pere:

- I. USPS CBU Coordination and Location Planning During the Plat/Site Plan Review
- II. Engineering Considerations for CBU Locations in Subdivisions
- III. CBU Construction Information
- IV. CBU Mailbox Information
- V. CBU Operation

All CBU installation costs will be added to municipal subdivision development costs, to be paid by the developer or property owner.

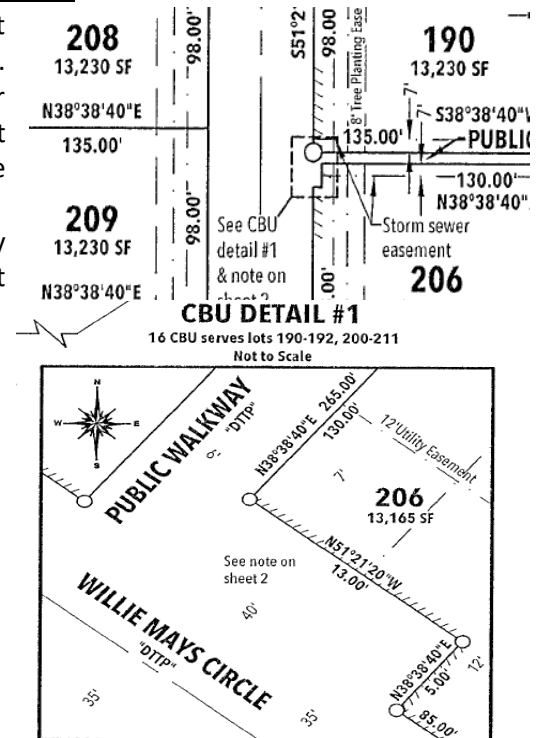
I. USPS CBU Coordination and Location Planning during the Plat/Site Plan Review

- Many of the CBU coordination difficulties begin with fact that neither USPS or Developers are transportation designers or engineers. Additionally, they cannot act as a Municipality to determine exactly what can be installed because they can't issue right of way use permits, nor approve designs for American Disability Act (ADA), crash, safety and breakaway requirements. Also, because so many different municipalities are involved each may have a different policy.
- **There are five steps for determining the location of CBU's once a subdivision plat comes our way:**
 - Assist the developer and surveyor. Engineers design and municipalities permit everything in the right of way, utilities, road, sewers etc. The City will assist planning and coordinate appropriate CBU locations that are ADA compliant and safe. CBU location needs are simple and outlined below. Creating a USPS plan submittal is easy and if done correctly the first time will be easy for USPS to approve it quickly.
 - Make a simple plan drawing like the one shown to the right. This simple plan shows which lots will be served by which CBU. Submit it to the post office and subdivision surveyor. USPS technically has 30 days to respond. Do it early and as soon as possible so as not to delay the subdivision design or platting process. Each location will have space for 2 CBU's, 1 parcel unit (for large packages) and space for 1 future CBU just in case. There are many CBU options, many units having 8 or more compartments, with 13 and 16 compartment units being most applicable to new



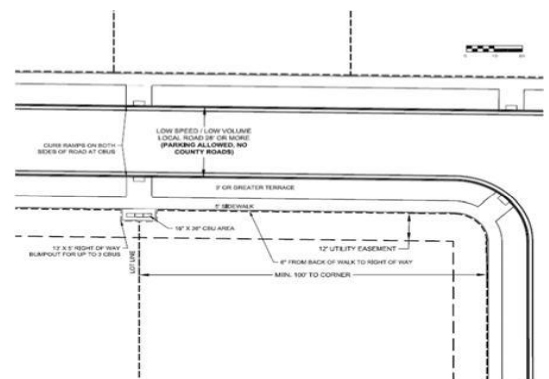
subdivisions. Two 13 or 16 compartment CBU's can accommodate from 26 or 32 lots. The CBU's will be installed on a 15' long by 5' wide concrete pad. Use only one model of CBU throughout whole subdivision or someone will get the dreaded "my compartment is smaller than their compartment" complaint.

- Ensure that the surveyor adds a "general" CBU plat note to protect the City. This is like the standard note on all plats requiring "drainage grading along lot lines". It should be a general note as Municipalities have nothing to do with enforcing restrictive covenants. However, the note could be both a general note and a restrictive covenant. De Pere's current note, endorsed by Brown County is as follows:
 - **The lot owners associated with the designated CBU are joint owners of the specified CBU structure and its foundation who are responsible for the long-term maintenance and replacement. If the property owners do not keep the CBU in a good-looking functional state, the municipality may assess/charge the lot owners for the shared cost of repairs or replacement.**
- Ensure the plat designates which lots are served by each CBU location.
 - The note is important because De Pere wants to convey that the municipality doesn't own or maintain the CBU's. Municipalities need to know exactly who is responsible for the CBU's if elected officials or constituents make a complaint about maintenance later. See the details and notes to the right as an example.
 - Brown County (as a separate coordination courtesy) currently plans to forward new plats to USPS representatives (contact info below) as part of their normal 20-day comment period. This does not replace the required USPS coordination plan/agreement, see below, but might help identify if a subdivision hasn't planned for CBU's.
- Submit the simple plan drawing to the USPS contacts below by email.
 - The City Planning Department will submit simple plan drawing to the area Postmaster and listed below:
 De Pere Postmaster - Amy DeBauche
 Phone: 920-336-4306 Cell: 414-588-8472
 Email: amy.e.debauche@usps.gov



II. **Engineering Considerations in CBU Locations in Subdivisions**

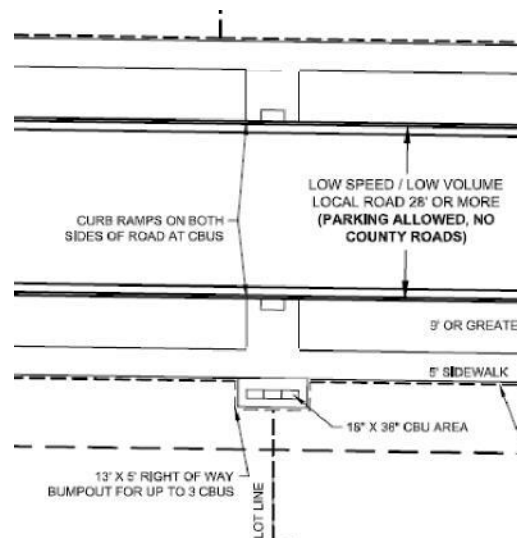
- CBU location guide: see USPS National Delivery Planning Standards Handbook PO-632. (Construction details are in the next section)
 - Parking must be safe for residents & postal employees.
 - Locate them on low volume, low speed side streets that allow and provides for parking. The minimum street width is 28 feet.
 - Don't place CBU's on County, arterial or collector roadways that will have higher traffic volumes or high speeds. Typically, these roads only have travel lanes and narrow shoulders that are not adequate or safe to park on.
 - The roadway must have legal safe parking for users to stop and get out of cars.
 - Do not place CBU's in a cul-de-sac bulb area due to congestion of driveways and snow storage issues.
 - CBU's should be within one block from residences.
 - CBU's should be accessed from an ADA sidewalk.
 - Locate CBU's to have a short postal driving route travel distance.
 - Ideal postal driving routes utilize right hand turns.
 - The Post office will provide for an optional extra CBU parcel box to aid in parcel deliveries.



- Items that don't fit into available compartments will be placed at the doorstep.

III. CBU Construction Information

- See the sample construction drawings urban roads with sidewalks.
- CBU's aren't crash or breakaway safe. Depending on your policy and terrace widths, CBU's should be a minimum of 2 or more feet clear of any curb as a clear zone and up to 6 feet away as a breakaway zone.
- While the CBU may be placed on either side of the sidewalk. De Pere does not want CBU's in the terrace due to possible CBU damage from snow plowing, to avoid breakaway requirements and clear distance issues.
- De Pere will require a right of way bump out behind the sidewalk so the CBU is still located in the public right of way, see the drawing to the right.
- A standard CBU **slab width** is 5 feet. The slab is poured adjacent to the sidewalk. **5 feet wide** allows a 2 feet offset to the front of the CBU from the sidewalk, 1.5 feet of CBU depth and 1.5 feet clearance on the back of the CBU's to the rear edge of slab.
- A standard CBU **slab length** measured along the sidewalk; to accommodate 2 CBU's, 1 parcel box and have 1 spare future CBU space, is 4 CBU spaces at 3 feet each plus 1.5 feet clear on each end, totaling **15 feet long**. The slab may be wider if a more centralized location is used and more CBU's are needed in a location. Just add 3 feet extra for each additional CBU.
- Each standard CBU **right of way bump out area width is 5 feet** to accommodate the 5 feet CBU slab that has the same clearance as the sidewalk is to right of way (6" in De Pere's case).
- Each standard CBU **right of way bump out area length is 18 feet** to accommodate more clearance of 1.5 feet on each side. Add 3 feet each if you plan additional CBU's
- ADA type accessible routes, part of USPS National Delivery Planning Standards Handbook PO-632
 - Standard sidewalk requirements: 5 feet wide (4 feet minimum), use curb ramps at curbs, 1 to 2% cross slope etc.
 - Don't place CBU's at the curb facing the street, as a curb is an ADA barrier and is not acceptable.
 - Place CBU's 15" or more off the sidewalk edge. De Pere will use a 24" offset for pedestrians and so there is generous space to plow snow with power equipment.
 - CBU foundation pads are 8" thick and they must be level to the sidewalk. Make them 5 feet wide to leave room around the sides and edges so lawnmowers and easily go around the edge without hitting the CBU box and eliminate lawn trimming needs.
 - The Sidewalk and CBU foundation will be installed by the City as part of the subdivision work.



IV. CBU Mailbox Information

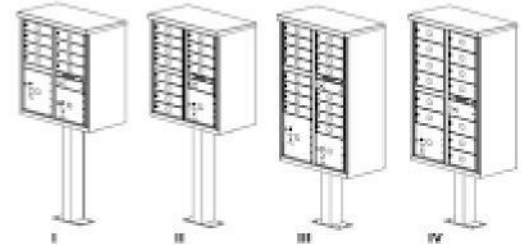
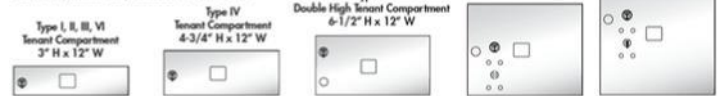
- Municipalities are an integral part of the subdivision construction process. Now that you know planning accessible routes and installing the CBU foundation pads is fairly simple, the City will purchase and install the actual CBU Mailboxes for the developer as well.
- Before the CBU is bolted down, call the post office to install the 2 Arrow USPS master door locks in the CBU so it is locked.
- **Also consider that it is probably important to make sure that CBU's and their foundation pads are installed before the first Builder shows up, so that home placement and driveways won't interfere with the CBU and pad later.**

- Make sure the product you order is USPS approved - F SERIES
- The City will pass the keys out. If you have residents stopping by Public Works to get their garbage cans anyway that might make sense for the Municipality. Handing out keys only happens once.
- When homeowners move, they are supposed to hand CBU mailbox keys to the new homeowners.
- If a resident loses their keys, they will have to call the post office and for a fee USPS will install a new lock and provide a new set of keys.

Cluster Box Unit Standard Compartment Sizes

All CBU Types are USPS Approved and pre-configured with standard tenant and parcel locker compartment heights which meet specific regulations.

Note: All CBU parcel locker compartments are 14 1/2" H x 12" W



	TYPE I	TYPE II	TYPE III	TYPE IV
INSTALLED HEIGHT	62"	62"	62"	62"
DEPTH	27-7/8"	27-7/8"	27-7/8"	27-7/8"
WIDTH	30-1/2"	30-1/2"	30-1/2"	30-1/2"
WEIGHT (WITHOUT POSTS)	107 LBS	107 LBS	107 LBS	107 LBS
WEIGHT (WITH POSTS)	123 LBS	123 LBS	123 LBS	123 LBS
QTY OF STANDARD COMPARTMENTS	8	12	16	13
QTY OF PARCEL COMPARTMENTS	2	3	2	1
PARCEL COMPARTMENT HEIGHT	20", 20"	20"	20", 20"	19"



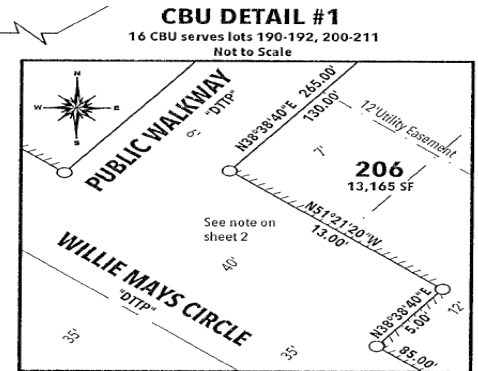
- Florence Manufacturing and Salsbury Industries are the two primary manufacturers of USPS approved cluster mailboxes in the United States. The number of compartment slots and compartment slot sizes vary in each CBU type.
- All CBUs have the same outside overall dimensions: 30.5" wide by 18" deep. They all have the same total height. The posts are taller or shorter depending on how many compartments are selected. Standard 3" tall compartment door sizes come in 8, 12, and 16 unit configurations, while the larger 4-3/4" compartment door size comes in a 13 unit configuration. CBU's have two half double doors on the front that the postal employee opens to load the mail into. They also come with optional decorative features and parcel box models for larger delivery items.
- The two most common CBU models that might be used in a subdivision can be seen to the right. De Pere is going to standardize on the Type IV unit below.
 - Type IV – is a 13 compartment CBU that has 4-3/4" tall and 12" wide slots. It has 1 lower parcel box built in the bottom and 1 outgoing mail slot. Smaller flexible. Packages might fit in these larger slots but it only has one parcel box. 2 CBU units will serve up to 26 lots.
- De Pere is planning to standardize on the black color.
- Decorative features are optional, but De Pere plans to add the Flat top style decorative features for all new installations



V. CBU Operation

- How lot addresses & CBU door labels work:
 - Units come with either labels or engraved numbers on each mailbox compartment door.
 - Typically, up to 5 digits can be on each label or engraved.
 - Actual street addresses are not typically used on each tenant mailbox box door for various reasons.
 - In De Pere each CBU location will have a ROW bump out location number shown on the plat and a detail showing which lot numbers that are served. Typically, 2 CBU's will be at each bump out location serving 26 to 32 lots. If you have any duplexes, town houses or condo lots remember to plan for that. Apartments will have their own on-site CBU units.

- **Example CBU door numbering method** could be as follows: The first label number would be 4 for CBU bump out location #4. The second number, as normally there are 2 CBUs are at each location, would be either 1 or 2. The last two digits would be the CBU compartment number, say 1 – 13 or 1 – 16, so the the first CBU unit would have compartment numbers as 411, 412, 413 through 4116, the second CBU unit at the same location would be 421, 422, 423 through 4216. The numbers on the compartment doors can be labeled with decals or be engraved.
- Once the plat is recorded and a street address is given for each subdivision lot. City staff will use a strip label maker to label the floor of each compartment inside the CBU unit with the street name & address of the home so the delivery person will know which slot to put mail in when they open the front double doors. Then label each key with the CBU door unit number and the street address of the home. Keep the keys at the Public Works office, 925 S. Sixth Street, and distribute them when residents come in for their garbage cans.
- **When ordering, Color Select BLACK, Use/Locks Select USPS use WITHOUT Postmaster Lock (USPS installs them for free), Anchor Bolts Select Include Expansion Anchor Bolts for a pre poured concrete slab, Compartment Door Identification Select Custom Door Engraving** it should be free, **Enter the CBU custom numbering as determined by the subdivision plan & municipality.**
- **Parcel Keys work like this: When the postal delivery person places a parcel in a parcel box the key to the parcel box is placed in the mail slot of the resident intended to receive the package. When the resident obtains the key from their mail slot, they open the appropriately labeled parcel locker to retrieve their parcel and the special parcel lock traps and holds the key for the postal delivery person to be used again.**



Extra USPS provided parcel boxes

- USPS Postmasters in Brown County will optionally provide one extra 2 or 4 unit parcel box for larger parcels. It has the same dimensions as regular CBU's. An extra parcel box is not required.
- As part of the coordination process USPS will order and pay for the extra parcel box if desired and match the color. USPS has a contract with Salsbury for CBU's. There are several licensed & authorized CBU manufacturers and they should all be built exactly the same like Salsbury, Florence etc.

City of De Pere Municipal Cluster Mailbox Unit (CBU) Informational Guide for Residents



How to obtain a key:

Original keys will be obtained from the City of De Pere Public Works Department, 925 S. Sixth Street during regular business hours.

What to do with your key when you move:

Residents will leave the mailbox compartment keys with the property for the new owner.

What to do if you lose your key:

Residents will have to call the post office (920-336-4306) and for a fee USPS will install a new lock and provide a new set of keys.

How to collect packages:

When the postal delivery person places a parcel in a parcel box the key to the parcel box is placed in the mail slot of the resident intended to receive the package. When the resident obtains the key from their mail slot, they open the appropriately labeled parcel locker to retrieve their parcel and the special parcel lock traps and holds the key for the postal delivery person to be used again.

CBU Maintenance:

General CBU Maintenance will be the responsibility of all residents assigned to the unit per the plat (cleaning, vandalism removal, etc). Lawn and snow removal maintenance will be the responsibility of abutting property owners. Should a CBU be damaged and require repair or replacement, property owners will have opportunity to complete the work. If replaced, the CBU shall meet the City standard. If the City determines that the CBU requires repair or replacement and it is not completed by the residents assigned to the unit, the City will repair and/or replace and invoice evenly amongst all properties assigned the unit per the plat.



City of De Pere, Wisconsin

Request For Board of Public Works Action

MEETING DATE: November 7, 2022

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Consider and Possible Action on Ald. Hansen's Request Regarding the City's Sidewalk Repair Program Requirements*

Alderman Hansen requested at the October BOPW meeting for the BOPW to discuss the City's sidewalk repair program requirements. (See attached requirements)

ATTACHMENTS:

- Sidewalk Repair Program Guideline Requirements (PDF)

SIDEWALK REPAIR AND REPLACEMENT PROGRAM

<u>YEAR</u>	<u>DESCRIPTION OF AREA</u>
2022	West side of Fox River, south of Scheuring Road
2023	East side of Fox River, south of Charles Street, west of Jordan/Ontario
2024	East side of Fox River, south of Charles, east of Jordan/Ontario
2025	West side of Fox River, west of RR tracks, north of Grant Street
2026	West side of Fox River, west of RR tracks, Grant to Scheuring
2027	East side of Fox River, north of Charles, west of Webster
2028	East side of Fox River, north of Charles, east of Webster
2029	West side of Fox River, east of RR tracks, north of Scheuring

GUIDELINES

DEFECTIVE SIDEWALK AND ACCEPTABLE REPAIRS		
<u>CRITERIA</u>	<u>DEFECT</u>	<u>REPAIRS*</u>
Vertical Displacement	3/4" high or greater for 12" of joint	---Replace ---Mudjack ---Grinding up to 2" vertical
Horizontal Displacement	Greater than 1/2" for crack 3' or longer	---Replace ---Level crack may be cleaned and filled with concrete epoxy
Profile Variance	Over 4" per slab	---Replace ---Mudjack
Inverse Slope	Trapped water	---Replace ---Mudjack
Surface Imperfections	---50% or more of slab spalled ---Missing piece 3"x3" or greater ---Over 10' of cracks per slab	---Replace ---Missing piece up to 12" x 12" may be cleaned and filled with concrete epoxy

***Ramping of Vertical Displacement or Concrete Overlay of sidewalk are NOT acceptable repairs.**