



Sustainability Commission

Regular Meeting

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

Agenda

Tuesday, October 8, 2024

5:30 PM

Council Chambers and Virtual

Pursuant to Wisconsin Statute 19.84, Notice is hereby given to the public that a meeting of the **Sustainability Commission** of the City of De Pere will be held on **October 8, 2024** at **5:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET. DE PERE.**

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

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

OR

You can also dial in using your phone.

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

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

Access Code: 154-883-285

This meeting may also be rebroadcast on Spectrum Cable Channel 4 and AT&T U-verse Channel 99 throughout the week and available on demand at <http://deperecitywi.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 Sustainability Commission. Section 6-3(f) DPMC

III. Items

- 1. Approval of the September 10, 2024 Sustainability Commission Meeting Minutes**
- 2. Consideration and Possible Action on Extending or Terminating Contract for Food Composting Services with Greener Bay Compost, LLC***
- 3. Clean Air Initiative Update**
- 4. Discuss Clean Energy Workplan**
- 5. Discussion on Terrace Tree Species Selection Process**
- 6. Discussion on September Farmer's Market Booth**
- 7. Current Sustainable Projects**
- 8. Pending Sustainability Commission Items**

IV. Future Agenda Items

V. Adjournment

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

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

Agenda Sent To:

Alderspersons

City Administrator

Mayor

Department Heads

TV, Newspapers & Radio Stations

Kress Family Library

De Pere Chamber of Commerce

Greener Bay Compost



City of De Pere, Wisconsin

Request For Sustainability Commission Action

MEETING DATE: October 8, 2024

DEPARTMENT: Sustainability Commission

FROM: Betty Marovich

SUBJECT: Approval of the September 10, 2024 Sustainability Commission Meeting Minutes

ATTACHMENTS:

- 2024 0910 Sustainability Comm_Draft Minutes (PDF)



Sustainability Commission

Regular Meeting

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

Draft Minutes

Tuesday, September 10, 2024

5:30 PM

Council Chambers and Virtual

I. Call to Order

The meeting was called to order at 5:30 PM by Chairman Jayne Black

Attendee Name	Title	Status	Arrived
Jayne Black	Chairman	Present	
Emily Henrigillis	Commissioner	Present	
Randall Lawton	Commissioner	Absent	
Nicole Slavin	Commissioner	Present	
Carmen Van Schyndel	Commissioner	Present	
Rachel Weber	Commissioner	Present	
John Quigley	Aldersperson	Present	
Anna Metzler	Teen Advisor	Present	

Others present:

Chase Kuffel, Assistant City Engineer

Betty Marovich, Recording Secretary/Administrative Assistant

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

None

III. Items

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

Aldersperson Quigley moved to approve the August 13, 2024 Sustainability Commission Meeting Minutes, seconded by Commissioner Van Schyndel. Upon vote, motion passed unanimously.

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	John Quigley, Aldersperson
SECONDER:	Carmen Van Schyndel, Commissioner
AYES:	Black, Henrigillis, Slavin, Schyndel, Weber, Quigley
ABSENT:	Randall Lawton

2. Consideration and Possible Action on Extending or Terminating Contract for Food Composting Services with Greener Bay Compost, LLC*

Chase Kuffel, Assistant City Engineer, explained that staff spoke with Greener Bay Compost, LLC in August regarding the 2025 budget. Mr. Kuffel stated that staff had requested \$12,000 for continuing and growing the food composting services in 2025. Mr. Kuffel stated that Greener Bay Compost requested the City budget \$22,000-\$25,000 for continuing and growing the composting services. Mr. Kuffel stated that staff did not accommodate this request and Greener Bay Compost indicated they will terminate their contract with the City of De Pere at the end of 2024 if the City of De Pere does not budget what they deem to be sufficient funding in 2025. Mr. Kuffel explained that these

communications had been forwarded by Greener Bay Compost to some of the commission members and for transparency, staff forwarded the email chain to all commissioners. Mr. Kuffel stated the memo attached in the packet provides an update on the composting program to date including the number of participants and City subsidy contribution amount. Mr. Kuffel stated that based on the current participation, \$12,000 was deemed to be sufficient and would support approximately 82 participants monthly. Mr. Kuffel explained the options available to the Commission for action:

1. Request additional funding to meet the request of Greener Bay Compost.
2. Terminate Contract.

Mr. Kuffel shared the Greener Bay Compost requested a \$2,000 administrative fee in the justification for increased 2025 budget and Mr. Kuffel stated that an administrative fee was previously denied and would cause De Pere residents to pay more than other residents utilizing the same services. Mr. Kuffel explained that the City has sustainable alternatives if the program was terminated. These alternatives included: home composting, using kitchen garbage disposal to process food waste, and transporting to the landfill with normal household garbage. Mr. Kuffel shared how much food waste has been collected to date and the cost difference between processing by Greener Bay Compost versus transporting to the landfill.

Commissioner Henrigillis asked if there were specifics provided by Greener Bay Compost on how increased funding would be used to grow business in De Pere. Mr. Kuffel stated the funds were not to be used for anything besides subsidizing the cost of the service for De Pere residents and promotion on social media was the primary form of business growth. Commissioner Henrigillis clarified that if the program was terminated that Greener Bay Compost would pull out of De Pere completely. Mr. Kuffel stated that staff tried to get that clarified and Greener Bay Compost had declined to answer this question amongst others. Commissioner Van Schyndel asked to clarify whether a cost cap was established for the services. Mr. Kuffel stated that if the number of subscribers would deplete the budgeted funds, they would be notified that they would not be subsidized in that current year but the additional subscribers would justify increased budget for future years. Mr. Kuffel further explained that similar to many other projects with Sustainability Commission, the goal was baby steps for increased annual growth. Alderperson Quigley shared that he was surprised and disappointed that the Commission was in this situation on this program. Alderperson Quigley stated he would like to see negotiations opened back up to find a common ground to continue services and subsidies for 2025. Alderperson Quigley stated he would like to clarify with Greener Bay Compost whether the subsidy program was profitable and not losing money for the company. Alderperson Quigley explained how the Commission could request additional funds if the program was seeing additional growth. Alderperson Quigley stated he would have preferred to see more data to make decisions off, compared to the four months of programming currently available. Commissioner Henrigillis asked Alderperson Quigley whether he was comfortable continuing to work with a company that has communicated in this way with staff. Alderperson Quigley stated he has concerns with it and it was an issue previously as well. Mr. Kuffel commented on the profitability and that the user fees should cover the cost of operating his business. Mr. Kuffel added that the City reimburses half of the user fees for De Pere residents and Greener Bay Compost should be setting those fees accordingly. Commissioner Henrigillis commented that she believed the cost has increased twice in 2024. Commissioner Henrigillis asked if any of the Commissioners had purchased the compost and how they felt it was priced. Commissioner Van Schyndel stated she had purchased a small bag and thought it was fair

and just enough for what she needed. Commissioner Henrigillis stated she purchased the larger bag and that it had been about \$30. Commissioner Black asked if there were similar businesses and how the prices compare. Betty Marovich, Recording Secretary, shared the current pricing for Bucket Ruckus out of Stevens Point. Mr. Kuffel stated that there had been a similar company in Appleton that recently shut down. Commissioner Van Schyndel stated that she thought they were closing due to moving, not due to profitability but couldn't be sure based on the information she has seen. Commissioner Slavin asked to clarify that services will continue through the end of the year for De Pere residents. Mr. Kuffel stated that Greener Bay Compost indicated that services will proceed until the end of the year per the contract. Commissioner Weber clarified the options the Commission has and what could be offered to incentivize opening the conversation for further discussion with Greener Bay Compost. Mr. Kuffel added that through the City program, the user base in De Pere has quadrupled and that the City has been promoting the program on social media to add subscribers. Commissioner Van Schyndel stated that a \$12,000 budget is better than no budget for this program. Commissioner Van Schyndel stated she would be curious what outcome goals Greener Bay Compost has for the program with De Pere and whether the two entities could be aligned on that goal. Commissioner Henrigillis asked how compost was processed at the City yard waste site. Mr. Kuffel explained that staff takes temperature and rotates piles of yard waste to create compost. Commissioner Henrigillis asked if the funding could be redirected to those efforts. Mr. Kuffel stated the site is not operated to DNR requirements for food waste composting and is in the process of being split and relocated. Alderperson Quigley stated that his understanding is that food waste composting is quite restrictive. Commissioner Weber stated the Greener Bay Compost is aware of those restrictions and if the City wanted to do food waste composting in house that Greener Bay Compost would be the expert on the subject. Mr. Kuffel stated that he did not think it would be an option to operate a food waste composting service in-house. Alderperson Quigley suggested referring back to staff and he would reach out to Greener Bay Compost to learn about the challenges associated with operating the program in De Pere and asked if this would buy the Commission a month to make a decision. Alderperson Quigley added that he would request information from staff regarding the communications and social media posts that have transpired and boundaries that may need to be set to continue with this working relationship. Mr. Kuffel stated that no additional questionable social media posts have been noted since the contract was signed and program began. Commissioner Henrigillis commented that as a subscriber she has received upwards of 20 text messages back to back from Greener Bay Compost. Mr. Kuffel added that one issue staff is aware of is in regards to invoicing, as the invoices are not processed until the due date, rather than upon receipt. Mr. Kuffel further commented that Greener Bay Compost may prefer that more promotion occur on social media for the program, but that the City has their own set of policies to follow as it relates to this. Commissioner Black stated that if the contract is renegotiated that language should be included to prevent this discussion from occurring in the future and added that she would like to see the program continue. Mr. Kuffel stated that staff did not provide a recommendation as staff does not want to be the reason the program fails to continue.

Alderperson Quigley moved to refer back to staff and reach out to Greener Bay Compost to find a middle ground for 2025 program contract, seconded by Commissioner Henrigillis.

Commissioner Weber requested clarification that De Pere residents be allowed to participate with Greener Bay Compost, even if contract is terminated.

Upon vote, the motion passed unanimously.

RESULT:	REFERRED BACK TO STAFF [UNANIMOUS]
	Next: 10/8/2024 5:30 PM
MOVER:	John Quigley, Alderperson
SECONDER:	Emily Henrigillis, Commissioner
AYES:	Black, Henrigillis, Slavin, Schyndel, Weber, Quigley
ABSENT:	Randall Lawton

3. Teen Advisor Introduction

Chase Kuffel, Assistant City Engineer, explained the intent of this discussion was to have the Commissioners introduce themselves to the new teen advisor, Anna Metzler, appointed to the Sustainability Commission. Mr. Kuffel asked each member to provide a little background on themselves and what they are looking to accomplish while serving on the Sustainability Commission.

All Commission members and staff introduced themselves and their interest in Sustainability.

RESULT:	DISCUSSED
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4. Consideration and possible action on Student Advisor Application Packet

Chase Kuffel, Assistant City Engineer, explained that as part of the Ordinance update in 2023, two student advisor seats were created for Sustainability Commission. Mr. Kuffel explained the current process for students being appointed to these positions. Mr. Kuffel suggested that the process be formalized by an annual application. Mr. Kuffel added that the packet included in the agenda was constructed similar to the application packet for teen advisor positions for Board of Park Commissioners. Mr. Kuffel stated when the applications would be due and that they would be for one year terms. Mr. Kuffel recommended the Commission approve the Student Advisor Application Packet.

Commissioner Henrigillis moved to approve the Student Advisor Application Packet, seconded by Commissioner Slavin.

Alderperson Quigley asked if Teen Advisors are able to serve more than one term. Mr. Kuffel stated that would be acceptable unless there were an abundance of applicants for the positions. Commissioner Van Schyndel asked if there was an open position and if the intent was to fill positions from both Unified and West De Pere School Districts. Mr. Kuffel stated that there was an open position and that it would be ideal to have one from each district but not mandatory. Commissioner Black asked if the application packet could be posted to the website. Mr. Kuffel stated it could be.

Upon vote, the motion passed unanimously.

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Emily Henrigillis, Commissioner
SECONDER:	Nicole Slavin, Commissioner
AYES:	Black, Henrigillis, Slavin, Schyndel, Weber, Quigley
ABSENT:	Randall Lawton

5. Consideration and possible action on Adopt-A-Drain Program

Chase Kuffel, Assistant City Engineer, stated the Adopt-a-Drain program that was proposed at the August 13 Sustainability Commission was approved by Common Council at their August 20, 2024 meeting. Mr. Kuffel added that the intent of this item is to discuss the plan for the Adopt-a-Drain program moving forward and clarify what exhibits or handouts are needed at the September 19 Farmers Market booth. Mr. Kuffel stated that the anticipated booth location for Farmers Market was included on the map in the packet.

Commissioner Henrigillis explained that during the Farmers Market booth, participants will be able to use chalk to decorate the storm inlet to show what stormwater means to them and bring awareness, especially to locations that drain directly to the river. Commissioner Henrigillis stated she would send staff handouts to have printed for the booth. Commissioner Henrigillis stated she would also like to have a sign-up available for residents who want to participate in the new Adopt-a-Drain program. Mr. Kuffel stated that handwritten registrations would be acceptable during Farmers Market and then entered by staff following the event. Commissioner Van Schyndel asked if the online sign-up was ready. Betty Marovich, Recording Secretary, stated that the forms were ready, but were not posted to the website yet and added that the option to upload photos was included as requested by Commissioner Black. Commissioner Van Schyndel asked if a decision was made about removing inlets once they were adopted. Mr. Kuffel stated that staff would coordinate with residents if they request a drain that has been adopted. Ms. Marovich stated that residents that sign up on the paper form at the Farmers Market booth will be contacted by staff regarding their closest inlet and to verify their participation after they have been made aware of the location. Commissioner Henrigillis asked if residents could sign up for more than one location. Mr. Kuffel stated he did not see an issue with it. Commissioner Slavin asked if there would be a social media post in tandem with the Farmers Market to promote the program. Ms. Marovich stated she would work with social media staff to have something posted regarding the Commission being out at Farmers Market. Alderperson Quigley asked if the guidelines stated not to place yard waste on other people's lawn or terrace. Mr. Kuffel stated that the guidelines state to collect and take to the yard waste site, but does not specify not to place on the adjoining property terrace. Commissioner Black stated that she believes there are educational videos available for proper storm drain cleaning. Commissioner Henrigillis and Commissioner Slavin volunteered to film a City video for promotion and proper cleaning. Commissioner Henrigillis asked if a decision has been made for promotion of the volunteers or highlighting adopted drains. Mr. Kuffel stated that other locations create t-shirts and backpacks for participants. Ms. Marovich suggested creating a branded bucket for residents to use while they clean the drain. Mr. Kuffel suggested baby-stepping and first getting registrants and then working on additional promotional materials for the future. Commissioner Van Schyndel asked if the original intent had been to highlight the locations that had been adopted. Commissioner Henrigillis stated that was exactly the intent of the stickers proposed. Commissioner Weber asked if staff could make a map on the City website of the locations that had been adopted. Mr. Kuffel stated that staff could

create a map that would be updated as drains are adopted. Commissioner Weber suggested using the bucket as an incentive for residents that log their cleaning efforts. Commissioner Van Schyndel supported the t-shirt idea because residents will wear them at other times and promote the program, whereas the bucket will be used while they clean and not be as big of a promotion potentially. Commissioner Henrigillis suggested the swag/incentive to be finalized at a future meeting.

No action taken.

RESULT:	NO ACTION
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6. Consideration and possible action on Pollinator Gardens

Chase Kuffel, Assistant City Engineer, explained that staff met with The Plant Gal, to discuss pollinator gardens near the urban orchards at City of De Pere Parks: Voyageur Park, Braisher Park, VFW Park, and Samantha Park. Mr. Kuffel added that in this discussion, it was determined that 10-foot wide gardens along the short side of the orchard would be sufficient to promote pollinators at these locations with an estimated cost for the plants and planting at these four locations to be approximately \$4,000. Mr. Kuffel added that this estimate did not include any site clearing, tilling or preparation. Mr. Kuffel stated that the next steps would be to discuss the plan to install pollinator gardens with the City of De Pere Parks, Recreation and Forestry Department and the City's Urban Orchard Committee. Mr. Kuffel stated that with their approval, staff can work to solicit three quotes for the installation of pollinator gardens at the City parks. Mr. Kuffel explained that discussions with City staff will determine if site preparation needs to be included with the quotes or whether that can be completed in-house. Mr. Kuffel recommended meeting with the City Parks, Recreation and Forestry Department and Urban Orchard Committee to determine if the pollinator gardens would be feasible. If deemed feasible, staff will generate a proposal and reach out to potential solicitors for pricing.

Commissioner Slavin commented that these gardens would be a visible sign to the community to promote planned natural landscapes since the termination of No Mow May. Commissioner Van Schyndel asked if staff knew approximately how much site preparation could cost. Mr. Kuffel explained that he usually assumes double the material cost when he estimates labor. Mr. Kuffel suggested having a line item for quarterly maintenance in the proposal. Commissioner Henrigillis asked if there was concern about the budget running out at the end of the year before work is completed. Mr. Kuffel explained that staff has requested a similar budget amount for next year. Commissioner Van Schyndel asked if the funds would be lost at the end of the year. Mr. Kuffel stated that staff could request to roll over funds to 2025 as long as there was a solid plan in place for using it.

Commissioner Slavin moved to approve staff's recommendation to reach out to City of De Pere Parks, Recreation and Forestry Department and the City's Urban Orchard Committee for approval to plant pollinator gardens at the urban orchards and to solicit quotes following their approval, seconded by Commissioner Weber. Upon vote, the motion passed unanimously

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Nicole Slavin, Commissioner
SECONDER:	Rachel Weber, Commissioner
AYES:	Black, Henrigillis, Slavin, Schyndel, Weber, Quigley
ABSENT:	Randall Lawton

7. Discussion on August Farmer's Market

Chase Kuffel, Assistant City Engineer, explained that the intent of this item is to provide the Commission the opportunity to discuss their experience at the August 15, 2024 Farmers Market booth. Mr. Kuffel stated he believed it was lower attendance due to poor weather.

Commissioner Weber commented that it was closer to zero attendance. Commissioner Henrigillis agreed with Commissioner Weber. Commissioner Black commented that there was a lot of rain, with standing water on the street, and added that she was surprised it was not cancelled. Commissioner Black asked if Commission members had the option to opt out of a market due to inclement weather. Betty Marovich, Recording Secretary, stated that Definitely De Pere had reached out to staff at about 2 PM on the day of the market and stated they were still having the market and asked if the Commission had still planned to set up a booth and staff had indicated they would be there at that occasion, but it is an option to opt out. Commissioner Henrigillis asked if the Commission had the flexibility to go a different day if they opted out of one due to bad weather. Ms. Marovich offered to reach out to Definitely De Pere, if the Commission cancels due to bad weather, and see if there are other weeks that have openings, provided the Commission can get enough volunteers to staff the booth on the make up date. Mr. Kuffel stated that if there is inclement weather (rain) during the September date that it would add to the presentation for stormwater awareness.

Discussion only. No action necessary.

RESULT:	DISCUSSED
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8. Consideration and possible action on Sustainability Commission Subgroups

Chase Kuffel, Assistant City Engineer, explained that Commissioner Black requested that the Sustainability Commission discuss the best practices for subgroups after discussion at the July Sustainability Commission meeting. Mr. Kuffel listed the three subgroups presently active for the Commission. Mr. Kuffel stated that Commissioners are discouraged from subgroups containing four or more commissioners as it would create a quorum. If a quorum is inadvertently created, the Commission risks violating Wisconsin Open Meetings Law. Wisconsin's Open Meetings Law is in place to promote openness in government and to provide Wisconsin citizens with an opportunity to observe and educate themselves about their government's operations. Mr. Kuffel added that from the City's standpoint, as long as a quorum is not initiated, there are no formal rules for a commission subgroup meeting but recommended that subgroups take meeting minutes and share group meeting minutes with subgroup members who were unable to attend a given meeting.

Commissioner Weber suggested creating an introductory packet for new members. This packet would include information on past and current initiatives and initiative history. Commissioner Van Schyndel commented that a lot of the information about initiatives is

available in minutes from past meetings. Commissioner Weber agreed that minutes show the history of the initiatives but added that coming into the meetings, new members only have so much time to review old meetings and this would give subgroups an opportunity to highlight key points regarding the initiatives. Commissioner Black agreed that there are a lot of meetings to try to review and having this packet creates a condensed version that is easier to review. Commissioner Black also commented that it could include government meeting procedure. Mr. Kuffel suggested that when new members join the Commission, there could be an agenda item to outline current initiatives. Alderperson Quigley offered to create a Robert's Rules of Order summary page for government meeting procedure. Commissioner Van Schyndel commented that the discussion seemed outside the agenda topic. Commissioner Weber clarified that the intro packet would help get information to new members about the subgroups. Commissioner Black further explained that it would help new members by including work of each subgroup to help determine whether that group was of interest to the new member, whether the new member could join an existing subgroup based on the number of current members, how to create new subgroups, and procedure for meetings. Mr. Kuffel volunteered that the City house the document and update following each meeting with information provided by the subgroups. Commissioner Weber added that teen advisors can join any or all subgroups without creating quorum because they are not voting members. Commissioner Black asked what action needed to be taken. Mr. Kuffel stated he did not need action on this agenda item and recapped that Alderperson Quigley would create a Robert's Rules of Order sheet and City staff would create summaries of the initiatives based on the minutes.

Commissioner Weber moved that subgroup rules/best practices be created by Commissioner Weber for review, along with the Robert's Rules from Alderperson Quigley, and initiative review by staff, seconded by Alderperson Quigley.

Betty Marovich, Recording Secretary, clarified that this document would be used for internal use by Commission members and not made publicly available on the City website. Commission members agreed that was the intent.

Upon vote, the motion passed unanimously.

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Rachel Weber, Commissioner
SECONDER:	John Quigley, Alderperson
AYES:	Black, Henrigillis, Slavin, Schyndel, Weber, Quigley
ABSENT:	Randall Lawton

9. Discuss Clean Energy Workplan Updates

Mr. Kuffel, Assistant City Engineer, stated that the intent of this item is to allow the Sustainability Commission the opportunity to discuss next steps and any updates pertaining to the Clean Energy Workplan.

Members of the Clean Energy Subgroup stated they did not have any updates.

RESULT:	DISCUSSED
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IV. Future Agenda Items

Commissioner Henrigillis requested information on how tree species were selected for right-of-way planting.

Chase Kuffel stated he would be bringing forward an update on the Clean Air Initiative from meeting with Unified School District.

V. Adjournment

Commissioner Henrigillis moved to adjourn the meeting at 6:34 PM, seconded by Commissioner Van Schyndel. Upon vote, the motion passed unanimously.

Respectfully submitted,
Betty Marovich



City of De Pere, Wisconsin

Request For Sustainability Commission Action

MEETING DATE: October 8, 2024

DEPARTMENT: Public Works

FROM: Chase Kuffel

SUBJECT: Consideration and Possible Action on Extending or Terminating Contract for Food Composting Services with Greener Bay Compost, LLC*

ATTACHMENTS:

- 2024 1008 CI_SC_Composting (PDF)
- 2024 0910 CI_SC_Composting (DOCX)
- 2024 0910 Sustainability Comm_Draft Minutes (PDF)
- 2024 Greener Bay Compost LLC_Agreement (PDF)
- 2025_Compost_Reimbursement_Update (PDF)

CITY OF DE PERE

MEMO



To: Sustainability Commission
 From: Chase K Kuffel, PE, Assistant City Engineer
 Date: October 8, 2024

RE: **Consideration and Possible Action on Extending or Terminating the Contract for Food Composting Services with Greener Bay Compost, LLC***

Greener Bay Compost, LLC has indicated they will terminate their contract with the City of De Pere at the end of 2024 if the City of De Pere does not budget what they deem to be sufficient funding for composting services in 2025. This item was referred back to staff on September 10, 2024 in an effort to facilitate further discussion between Greener Bay Compost, LLC and the City. The September 10, 2024 memo and draft minutes are attached with this memo for reference.

October Update

Greener Bay Compost, LLC has indicated that, with the termination of the composting services contract, they will continue to serve the residents of the City of De Pere. In lieu of continuing the contract between the City of De Pere and Greener Bay Compost, LLC, it was suggested that the City could start a reimbursement program where the City reimburses subscription fees to continue encouraging residents to partake in the composting services. Residents could then, quarterly, submit their invoices from Greener Bay Compost, LLC to the City for review and reimbursement of half their monthly subscription fee. The City would then mail a reimbursement check directly to the resident after the reimbursement has been processed.

Recommendation

Staff recommends that the Sustainability Commission votes to terminate the contract between the City of De Pere and Greener Bay Compost, LLC effective January 1, 2025 and approve the attached draft letter to residents. In lieu of continuing this contract, the City will utilize the \$12,000 budget requested for 2025 to start up a reimbursement program for residents utilizing Greener Bay Compost, LLC for composting services. This program would reimburse half of the subscription fees for City of De Pere residents. Upon approval, staff can send a letter to all current residents registered through Greener Bay Compost to update them on the reimbursement process starting in 2025. A copy of the proposed letter to be sent to residents is attached for the Commission's consideration.

Attachments

2024 0910 CI_SC_Composting
 2024 0910 Sustainability Comm_Draft Minutes
 2024 Greener Bay Compost LLC_Agreement
 2025_Compost_Reimbursement_Update

CITY OF DE PERE MEMO



To: Sustainability Commission
 From: Chase K Kuffel, PE, Assistant City Engineer
 Date: September 10, 2024

RE: **Consideration and Possible Action on Extending or Terminating the Contract for Food Composting Services with Greener Bay Compost, LLC***

Greener Bay Compost, LLC has indicated they will terminate their contract with the City of De Pere at the end of 2024 if the City of De Pere does not budget what they deem to be sufficient funding for composting services in 2025.

Background

In 2024, the City of De Pere budgeted \$10,000 to fund a public/private partnership with Greener Bay Compost, LLC. The purpose of this \$10,000 budget is to subsidize subscription fees for De Pere residents who utilize Greener Bay Compost's services. The composting partnership kicked off in May with the following participation numbers:

Month	Subscribers	City Participation	Food Waste Diverted (lbs)	Waste Running Total (lbs)
May	52	\$530.00	959.4	959.4
June	64	\$655.00	1,511.0	2,470.4
July	67	\$682.50	1,770.6	4,241.0
August	66	\$804.00	1,819.6	6,060.6

In the first three months, the City subsidized \$1,867.50 in subscription fees for De Pere residents. This was 19% of the overall budget in one-fourth (25%) of the year. Starting in August of 2024, Greener Bay Compost's subscription fees increased by 20% to the following rates for all residents using their compost pickup services. The City's portion for these subscription rates are shown in parenthesis:

	Every-Four-Weeks	Every-Other-Week
May through July 2024 Rates	\$15.00	\$25.00
<i>City's Portion</i>	<i>(\$7.50)</i>	<i>(\$12.50)</i>
New Rates Effective August 2024	\$18.00	\$30.00
<i>City's Portion</i>	<i>(\$9.00)</i>	<i>(\$15.00)</i>

Even though the City participation increased to \$804.00, the month of August ended up seeing a decline in De Pere Residents subscribing to the composting services through Greener Bay Compost, LLC. The \$804.00 represents 8.0% of the City's 2024 composting services budget over a one-month period (8.3% of the year). Extrapolating this \$804.00 paid in August over a 12-month period would result in the City subsidizing \$9,648 in subscription fees.

Prior to the City's participation, Greener Bay Compost had a baseline of 19 De Pere residents who were subscribed and utilizing composting services. Over the last three months, the number of subscribers for the Composting Services has plateaued around 65 total residents as shown in Figure 1 below.

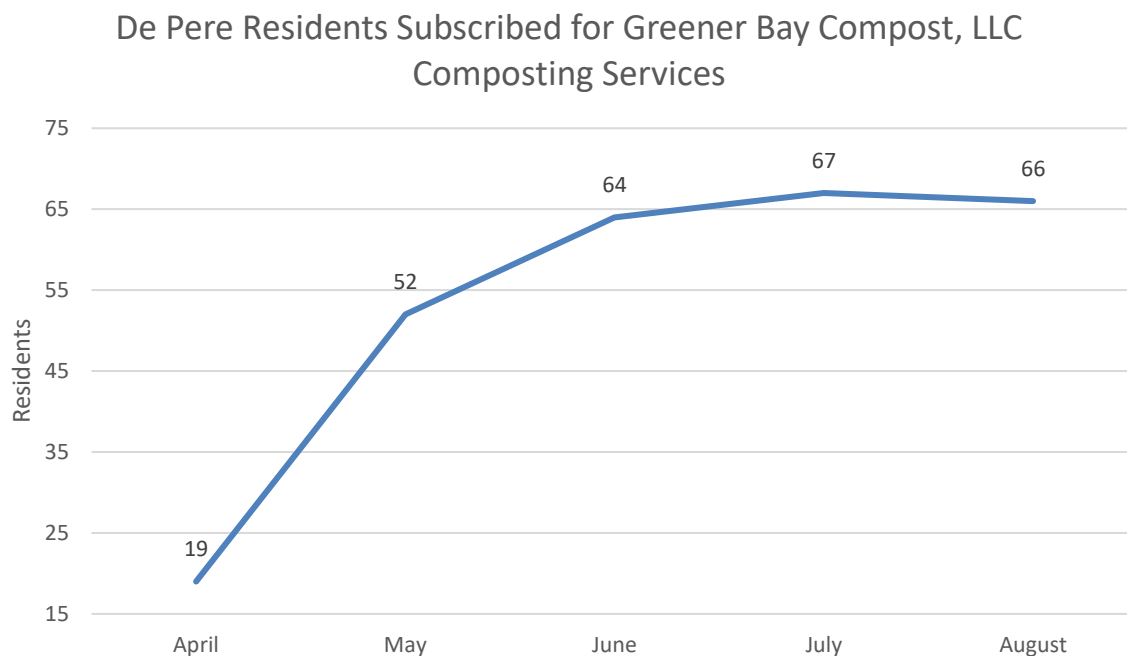


Figure 1 - De Pere Resident Subscriptions per Month

Looking forward to 2025, the City of De Pere Department of Public Works has requested a budget of \$12,000 to continue the composting contract with Greener Bay Compost LLC. This budget number was generated looking at the current budget of \$10,000 and adding the 20% cost increase implemented by Greener Bay Compost in the month of August. This budget number would satisfy the current number of subscribers and anticipated growth of the program. After the initial surge of resident growth in May and June, the program has now only grown by a handful of subscribers over the past few months. At an average budget of \$1,000 per month, the program could now sustain an average of 82 residents should the subscription rates remain similar to what the City is currently subsidizing. This would allow for further growth in 2025 should the program enter the year under 82 total subscribers.

On August 18, 2024, Cory Groshek, Owner of Greener Bay Compost, LLC asked that staff share our requested 2025 budget figures for the continuation of the public/private composting services contract. After some discussion, Greener Bay Compost LLC determined that the City shall double the requested

composting budget to \$25,000 for 2025 which included \$2,000 in administrative fees. Failing to meet this dollar amount in 2025 is not enough prospective growth for Greener Bay Compost, LLC to justify the continuation of the composting program with the City of De Pere in 2025 or to financially incentivize Greener Bay Compost, LLC to continue serving the City of De Pere. When staff failed to accommodate this request, Greener Bay Compost, LLC provided notice they would terminate their public/private contract with the City of De Pere at the end of the year.

Administrative Fees

The addition of an administrative fee as requested by Greener Bay Compost, LLC would then raise the cost for residential compost pickup services only for De Pere residents. A \$2,000 annual fee spread over the 66 residents currently subscribed in the program results in an additional \$30 per year, per resident. The City Attorney already indicated to Mr. Groshek on March 7, 2024, that the City would not be paying any administrative fee to administer this program. The intent of this program is to subsidize the subscription fees for City of De Pere residents to utilize Greener Bay Compost, LLC's composting services. It is not the intent of this program to directly subsidize Greener Bay Compost, LLC's operations. Any administrative cost should be reflected in the subscription rates for residential compost pickup services. Staff is unsure what additional administrative costs are incurred by Greener Bay Compost, LLC to operate the program in the City of De Pere:

- They email staff any new registrant for staff to verify residency in the City of De Pere.
- They email staff a monthly invoice and summary of registered residents.

The maintenance of a resident list, pickup of compost, weighing of compost, cleaning of buckets, maintenance and working of compost, and issuing invoices are already tasks that Greener Bay Compost would be completing without being under contract with the City of De Pere. When Greener Bay Compost was asked to justify the need for this administrative cost, they respectfully declined from responding.

Other Options

Should the agreement between the City of De Pere and Greener Bay Compost, LLC be terminated, there are other sustainable options the City could pursue regarding food waste.

1. The Commission had previously discussed providing compost bins for residential use.
2. Food waste can also be discharged through the garbage disposal in residential sinks and treated at the Green Bay Metropolitan Sewerage Districts wastewater treatment plant. Food waste currently is captured and converted into a biofuel and used as energy to treat wastewater. This in turn lowers wastewater treatment costs at no additional cost to the resident or the surrounding communities.
3. The food waste could be transported back to the landfill. In the first four months of the composting program, roughly three tons (6,060.6 lbs.) of food waste has been kept out of the landfill through these composting services. These four months of service are provided at a cumulative cost of \$2,671.50. This comes to be approximately \$890 per ton of food waste. Alternatively, if these three tons of food waste were to be uncaptured and transported directly to the landfill the City would pay a total of \$163.94 (\$54.10 per ton), which is 1/16 of the cost

(6.25%). As time goes on, this comparison will skew to be more expensive to compost as there is only one month of the raised subscription rates included in this comparison.

Recommendation

Staff has no recommendation regarding the extension or termination of the contract with Greener Bay Compost, LLC. Ultimately, the Sustainability Commission will need to consider if they wish to request the City meet the budgetary needs requested by Greener Bay Compost, LLC, or terminate their contract with the City of De Pere. If the Commission chooses to terminate the contract, the termination date will need to be chosen (ideally the end of a month). Staff can also send a mailer out to all residents participating in the program outlining the reasons the program was terminated.

Attachments

2024 Greener Bay Compost LLC_Agreement



Sustainability Commission

Regular Meeting

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

Draft Minutes

Tuesday, September 10, 2024

5:30 PM

Council Chambers and Virtual

I. Call to Order

The meeting was called to order at 5:30 PM by Chairman Jayne Black

Attendee Name	Title	Status	Arrived
Jayne Black	Chairman	Present	
Emily Henrigillis	Commissioner	Present	
Randall Lawton	Commissioner	Absent	
Nicole Slavin	Commissioner	Present	
Carmen Van Schyndel	Commissioner	Present	
Rachel Weber	Commissioner	Present	
John Quigley	Aldersperson	Present	
Anna Metzler	Teen Advisor	Present	

Others present:

Chase Kuffel, Assistant City Engineer

Betty Marovich, Recording Secretary/Administrative Assistant

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

None

III. Items

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

Aldersperson Quigley moved to approve the August 13, 2024 Sustainability Commission Meeting Minutes, seconded by Commissioner Van Schyndel. Upon vote, motion passed unanimously.

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	John Quigley, Aldersperson
SECONDER:	Carmen Van Schyndel, Commissioner
AYES:	Black, Henrigillis, Slavin, Schyndel, Weber, Quigley
ABSENT:	Randall Lawton

2. **Consideration and Possible Action on Extending or Terminating Contract for Food Composting Services with Greener Bay Compost, LLC***

Chase Kuffel, Assistant City Engineer, explained that staff spoke with Greener Bay Compost, LLC in August regarding the 2025 budget. Mr. Kuffel stated that staff had requested \$12,000 for continuing and growing the food composting services in 2025. Mr. Kuffel stated that Greener Bay Compost requested the City budget \$22,000-\$25,000 for continuing and growing the composting services. Mr. Kuffel stated that staff did not accommodate this request and Greener Bay Compost indicated they will terminate their contract with the City of De Pere at the end of 2024 if the City of De Pere does not budget what they deem to be sufficient funding in 2025. Mr. Kuffel explained that these

communications had been forwarded by Greener Bay Compost to some of the commission members and for transparency, staff forwarded the email chain to all commissioners. Mr. Kuffel stated the memo attached in the packet provides an update on the composting program to date including the number of participants and City subsidy contribution amount. Mr. Kuffel stated that based on the current participation, \$12,000 was deemed to be sufficient and would support approximately 82 participants monthly. Mr. Kuffel explained the options available to the Commission for action:

1. Request additional funding to meet the request of Greener Bay Compost.
2. Terminate Contract.

Mr. Kuffel shared the Greener Bay Compost requested a \$2,000 administrative fee in the justification for increased 2025 budget and Mr. Kuffel stated that an administrative fee was previously denied and would cause De Pere residents to pay more than other residents utilizing the same services. Mr. Kuffel explained that the City has sustainable alternatives if the program was terminated. These alternatives included: home composting, using kitchen garbage disposal to process food waste, and transporting to the landfill with normal household garbage. Mr. Kuffel shared how much food waste has been collected to date and the cost difference between processing by Greener Bay Compost versus transporting to the landfill.

Commissioner Henrigillis asked if there were specifics provided by Greener Bay Compost on how increased funding would be used to grow business in De Pere. Mr. Kuffel stated the funds were not to be used for anything besides subsidizing the cost of the service for De Pere residents and promotion on social media was the primary form of business growth. Commissioner Henrigillis clarified that if the program was terminated that Greener Bay Compost would pull out of De Pere completely. Mr. Kuffel stated that staff tried to get that clarified and Greener Bay Compost had declined to answer this question amongst others. Commissioner Van Schyndel asked to clarify whether a cost cap was established for the services. Mr. Kuffel stated that if the number of subscribers would deplete the budgeted funds, they would be notified that they would not be subsidized in that current year but the additional subscribers would justify increased budget for future years. Mr. Kuffel further explained that similar to many other projects with Sustainability Commission, the goal was baby steps for increased annual growth. Alderperson Quigley shared that he was surprised and disappointed that the Commission was in this situation on this program. Alderperson Quigley stated he would like to see negotiations opened back up to find a common ground to continue services and subsidies for 2025. Alderperson Quigley stated he would like to clarify with Greener Bay Compost whether the subsidy program was profitable and not losing money for the company. Alderperson Quigley explained how the Commission could request additional funds if the program was seeing additional growth. Alderperson Quigley stated he would have preferred to see more data to make decisions off, compared to the four months of programming currently available. Commissioner Henrigillis asked Alderperson Quigley whether he was comfortable continuing to work with a company that has communicated in this way with staff. Alderperson Quigley stated he has concerns with it and it was an issue previously as well. Mr. Kuffel commented on the profitability and that the user fees should cover the cost of operating his business. Mr. Kuffel added that the City reimburses half of the user fees for De Pere residents and Greener Bay Compost should be setting those fees accordingly. Commissioner Henrigillis commented that she believed the cost has increased twice in 2024. Commissioner Henrigillis asked if any of the Commissioners had purchased the compost and how they felt it was priced. Commissioner Van Schyndel stated she had purchased a small bag and thought it was fair

and just enough for what she needed. Commissioner Henrigillis stated she purchased the larger bag and that it had been about \$30. Commissioner Black asked if there were similar businesses and how the prices compare. Betty Marovich, Recording Secretary, shared the current pricing for Bucket Ruckus out of Stevens Point. Mr. Kuffel stated that there had been a similar company in Appleton that recently shut down. Commissioner Van Schyndel stated that she thought they were closing due to moving, not due to profitability but couldn't be sure based on the information she has seen. Commissioner Slavin asked to clarify that services will continue through the end of the year for De Pere residents. Mr. Kuffel stated that Greener Bay Compost indicated that services will proceed until the end of the year per the contract. Commissioner Weber clarified the options the Commission has and what could be offered to incentivize opening the conversation for further discussion with Greener Bay Compost. Mr. Kuffel added that through the City program, the user base in De Pere has quadrupled and that the City has been promoting the program on social media to add subscribers. Commissioner Van Schyndel stated that a \$12,000 budget is better than no budget for this program. Commissioner Van Schyndel stated she would be curious what outcome goals Greener Bay Compost has for the program with De Pere and whether the two entities could be aligned on that goal. Commissioner Henrigillis asked how compost was processed at the City yard waste site. Mr. Kuffel explained that staff takes temperature and rotates piles of yard waste to create compost. Commissioner Henrigillis asked if the funding could be redirected to those efforts. Mr. Kuffel stated the site is not operated to DNR requirements for food waste composting and is in the process of being split and relocated. Alderperson Quigley stated that his understanding is that food waste composting is quite restrictive. Commissioner Weber stated the Greener Bay Compost is aware of those restrictions and if the City wanted to do food waste composting in house that Greener Bay Compost would be the expert on the subject. Mr. Kuffel stated that he did not think it would be an option to operate a food waste composting service in-house. Alderperson Quigley suggested referring back to staff and he would reach out to Greener Bay Compost to learn about the challenges associated with operating the program in De Pere and asked if this would buy the Commission a month to make a decision. Alderperson Quigley added that he would request information from staff regarding the communications and social media posts that have transpired and boundaries that may need to be set to continue with this working relationship. Mr. Kuffel stated that no additional questionable social media posts have been noted since the contract was signed and program began. Commissioner Henrigillis commented that as a subscriber she has received upwards of 20 text messages back to back from Greener Bay Compost. Mr. Kuffel added that one issue staff is aware of is in regards to invoicing, as the invoices are not processed until the due date, rather than upon receipt. Mr. Kuffel further commented that Greener Bay Compost may prefer that more promotion occur on social media for the program, but that the City has their own set of policies to follow as it relates to this. Commissioner Black stated that if the contract is renegotiated that language should be included to prevent this discussion from occurring in the future and added that she would like to see the program continue. Mr. Kuffel stated that staff did not provide a recommendation as staff does not want to be the reason the program fails to continue.

Alderperson Quigley moved to refer back to staff and reach out to Greener Bay Compost to find a middle ground for 2025 program contract, seconded by Commissioner Henrigillis.

Commissioner Weber requested clarification that De Pere residents be allowed to participate with Greener Bay Compost, even if contract is terminated.

Upon vote, the motion passed unanimously.

RESULT:	REFERRED BACK TO STAFF [UNANIMOUS]
	Next: 10/8/2024 5:30 PM
MOVER:	John Quigley, Alderperson
SECONDER:	Emily Henrigillis, Commissioner
AYES:	Black, Henrigillis, Slavin, Schyndel, Weber, Quigley
ABSENT:	Randall Lawton

3. Teen Advisor Introduction

Chase Kuffel, Assistant City Engineer, explained the intent of this discussion was to have the Commissioners introduce themselves to the new teen advisor, Anna Metzler, appointed to the Sustainability Commission. Mr. Kuffel asked each member to provide a little background on themselves and what they are looking to accomplish while serving on the Sustainability Commission.

All Commission members and staff introduced themselves and their interest in Sustainability.

RESULT:	DISCUSSED
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4. Consideration and possible action on Student Advisor Application Packet

Chase Kuffel, Assistant City Engineer, explained that as part of the Ordinance update in 2023, two student advisor seats were created for Sustainability Commission. Mr. Kuffel explained the current process for students being appointed to these positions. Mr. Kuffel suggested that the process be formalized by an annual application. Mr. Kuffel added that the packet included in the agenda was constructed similar to the application packet for teen advisor positions for Board of Park Commissioners. Mr. Kuffel stated when the applications would be due and that they would be for one year terms. Mr. Kuffel recommended the Commission approve the Student Advisor Application Packet.

Commissioner Henrigillis moved to approve the Student Advisor Application Packet, seconded by Commissioner Slavin.

Alderperson Quigley asked if Teen Advisors are able to serve more than one term. Mr. Kuffel stated that would be acceptable unless there were an abundance of applicants for the positions. Commissioner Van Schyndel asked if there was an open position and if the intent was to fill positions from both Unified and West De Pere School Districts. Mr. Kuffel stated that there was an open position and that it would be ideal to have one from each district but not mandatory. Commissioner Black asked if the application packet could be posted to the website. Mr. Kuffel stated it could be.

Upon vote, the motion passed unanimously.

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Emily Henrigillis, Commissioner
SECONDER:	Nicole Slavin, Commissioner
AYES:	Black, Henrigillis, Slavin, Schyndel, Weber, Quigley
ABSENT:	Randall Lawton

5. Consideration and possible action on Adopt-A-Drain Program

Chase Kuffel, Assistant City Engineer, stated the Adopt-a-Drain program that was proposed at the August 13 Sustainability Commission was approved by Common Council at their August 20, 2024 meeting. Mr. Kuffel added that the intent of this item is to discuss the plan for the Adopt-a-Drain program moving forward and clarify what exhibits or handouts are needed at the September 19 Farmers Market booth. Mr. Kuffel stated that the anticipated booth location for Farmers Market was included on the map in the packet.

Commissioner Henrigillis explained that during the Farmers Market booth, participants will be able to use chalk to decorate the storm inlet to show what stormwater means to them and bring awareness, especially to locations that drain directly to the river. Commissioner Henrigillis stated she would send staff handouts to have printed for the booth. Commissioner Henrigillis stated she would also like to have a sign-up available for residents who want to participate in the new Adopt-a-Drain program. Mr. Kuffel stated that handwritten registrations would be acceptable during Farmers Market and then entered by staff following the event. Commissioner Van Schyndel asked if the online sign-up was ready. Betty Marovich, Recording Secretary, stated that the forms were ready, but were not posted to the website yet and added that the option to upload photos was included as requested by Commissioner Black. Commissioner Van Schyndel asked if a decision was made about removing inlets once they were adopted. Mr. Kuffel stated that staff would coordinate with residents if they request a drain that has been adopted. Ms. Marovich stated that residents that sign up on the paper form at the Farmers Market booth will be contacted by staff regarding their closest inlet and to verify their participation after they have been made aware of the location. Commissioner Henrigillis asked if residents could sign up for more than one location. Mr. Kuffel stated he did not see an issue with it. Commissioner Slavin asked if there would be a social media post in tandem with the Farmers Market to promote the program. Ms. Marovich stated she would work with social media staff to have something posted regarding the Commission being out at Farmers Market. Alderperson Quigley asked if the guidelines stated not to place yard waste on other people's lawn or terrace. Mr. Kuffel stated that the guidelines state to collect and take to the yard waste site, but does not specify not to place on the adjoining property terrace. Commissioner Black stated that she believes there are educational videos available for proper storm drain cleaning. Commissioner Henrigillis and Commissioner Slavin volunteered to film a City video for promotion and proper cleaning. Commissioner Henrigillis asked if a decision has been made for promotion of the volunteers or highlighting adopted drains. Mr. Kuffel stated that other locations create t-shirts and backpacks for participants. Ms. Marovich suggested creating a branded bucket for residents to use while they clean the drain. Mr. Kuffel suggested baby-stepping and first getting registrants and then working on additional promotional materials for the future. Commissioner Van Schyndel asked if the original intent had been to highlight the locations that had been adopted. Commissioner Henrigillis stated that was exactly the intent of the stickers proposed. Commissioner Weber asked if staff could make a map on the City website of the locations that had been adopted. Mr. Kuffel stated that staff could

create a map that would be updated as drains are adopted. Commissioner Weber suggested using the bucket as an incentive for residents that log their cleaning efforts. Commissioner Van Schyndel supported the t-shirt idea because residents will wear them at other times and promote the program, whereas the bucket will be used while they clean and not be as big of a promotion potentially. Commissioner Henrigillis suggested the swag/incentive to be finalized at a future meeting.

No action taken.

RESULT:	NO ACTION
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6. Consideration and possible action on Pollinator Gardens

Chase Kuffel, Assistant City Engineer, explained that staff met with The Plant Gal, to discuss pollinator gardens near the urban orchards at City of De Pere Parks: Voyageur Park, Braisher Park, VFW Park, and Samantha Park. Mr. Kuffel added that in this discussion, it was determined that 10-foot wide gardens along the short side of the orchard would be sufficient to promote pollinators at these locations with an estimated cost for the plants and planting at these four locations to be approximately \$4,000. Mr. Kuffel added that this estimate did not include any site clearing, tilling or preparation. Mr. Kuffel stated that the next steps would be to discuss the plan to install pollinator gardens with the City of De Pere Parks, Recreation and Forestry Department and the City's Urban Orchard Committee. Mr. Kuffel stated that with their approval, staff can work to solicit three quotes for the installation of pollinator gardens at the City parks. Mr. Kuffel explained that discussions with City staff will determine if site preparation needs to be included with the quotes or whether that can be completed in-house. Mr. Kuffel recommended meeting with the City Parks, Recreation and Forestry Department and Urban Orchard Committee to determine if the pollinator gardens would be feasible. If deemed feasible, staff will generate a proposal and reach out to potential solicitors for pricing.

Commissioner Slavin commented that these gardens would be a visible sign to the community to promote planned natural landscapes since the termination of No Mow May. Commissioner Van Schyndel asked if staff knew approximately how much site preparation could cost. Mr. Kuffel explained that he usually assumes double the material cost when he estimates labor. Mr. Kuffel suggested having a line item for quarterly maintenance in the proposal. Commissioner Henrigillis asked if there was concern about the budget running out at the end of the year before work is completed. Mr. Kuffel explained that staff has requested a similar budget amount for next year. Commissioner Van Schyndel asked if the funds would be lost at the end of the year. Mr. Kuffel stated that staff could request to roll over funds to 2025 as long as there was a solid plan in place for using it.

Commissioner Slavin moved to approve staff's recommendation to reach out to City of De Pere Parks, Recreation and Forestry Department and the City's Urban Orchard Committee for approval to plant pollinator gardens at the urban orchards and to solicit quotes following their approval, seconded by Commissioner Weber. Upon vote, the motion passed unanimously

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Nicole Slavin, Commissioner
SECONDER:	Rachel Weber, Commissioner
AYES:	Black, Henrigillis, Slavin, Schyndel, Weber, Quigley
ABSENT:	Randall Lawton

7. Discussion on August Farmer's Market

Chase Kuffel, Assistant City Engineer, explained that the intent of this item is to provide the Commission the opportunity to discuss their experience at the August 15, 2024 Farmers Market booth. Mr. Kuffel stated he believed it was lower attendance due to poor weather.

Commissioner Weber commented that it was closer to zero attendance. Commissioner Henrigillis agreed with Commissioner Weber. Commissioner Black commented that there was a lot of rain, with standing water on the street, and added that she was surprised it was not cancelled. Commissioner Black asked if Commission members had the option to opt out of a market due to inclement weather. Betty Marovich, Recording Secretary, stated that Definitely De Pere had reached out to staff at about 2 PM on the day of the market and stated they were still having the market and asked if the Commission had still planned to set up a booth and staff had indicated they would be there at that occasion, but it is an option to opt out. Commissioner Henrigillis asked if the Commission had the flexibility to go a different day if they opted out of one due to bad weather. Ms. Marovich offered to reach out to Definitely De Pere, if the Commission cancels due to bad weather, and see if there are other weeks that have openings, provided the Commission can get enough volunteers to staff the booth on the make up date. Mr. Kuffel stated that if there is inclement weather (rain) during the September date that it would add to the presentation for stormwater awareness.

Discussion only. No action necessary.

RESULT:	DISCUSSED
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8. Consideration and possible action on Sustainability Commission Subgroups

Chase Kuffel, Assistant City Engineer, explained that Commissioner Black requested that the Sustainability Commission discuss the best practices for subgroups after discussion at the July Sustainability Commission meeting. Mr. Kuffel listed the three subgroups presently active for the Commission. Mr. Kuffel stated that Commissioners are discouraged from subgroups containing four or more commissioners as it would create a quorum. If a quorum is inadvertently created, the Commission risks violating Wisconsin Open Meetings Law. Wisconsin's Open Meetings Law is in place to promote openness in government and to provide Wisconsin citizens with an opportunity to observe and educate themselves about their government's operations. Mr. Kuffel added that from the City's standpoint, as long as a quorum is not initiated, there are no formal rules for a commission subgroup meeting but recommended that subgroups take meeting minutes and share group meeting minutes with subgroup members who were unable to attend a given meeting.

Commissioner Weber suggested creating an introductory packet for new members. This packet would include information on past and current initiatives and initiative history. Commissioner Van Schyndel commented that a lot of the information about initiatives is

available in minutes from past meetings. Commissioner Weber agreed that minutes show the history of the initiatives but added that coming into the meetings, new members only have so much time to review old meetings and this would give subgroups an opportunity to highlight key points regarding the initiatives. Commissioner Black agreed that there are a lot of meetings to try to review and having this packet creates a condensed version that is easier to review. Commissioner Black also commented that it could include government meeting procedure. Mr. Kuffel suggested that when new members join the Commission, there could be an agenda item to outline current initiatives. Alderperson Quigley offered to create a Robert's Rules of Order summary page for government meeting procedure. Commissioner Van Schyndel commented that the discussion seemed outside the agenda topic. Commissioner Weber clarified that the intro packet would help get information to new members about the subgroups. Commissioner Black further explained that it would help new members by including work of each subgroup to help determine whether that group was of interest to the new member, whether the new member could join an existing subgroup based on the number of current members, how to create new subgroups, and procedure for meetings. Mr. Kuffel volunteered that the City house the document and update following each meeting with information provided by the subgroups. Commissioner Weber added that teen advisors can join any or all subgroups without creating quorum because they are not voting members. Commissioner Black asked what action needed to be taken. Mr. Kuffel stated he did not need action on this agenda item and recapped that Alderperson Quigley would create a Robert's Rules of Order sheet and City staff would create summaries of the initiatives based on the minutes.

Commissioner Weber moved that subgroup rules/best practices be created by Commissioner Weber for review, along with the Robert's Rules from Alderperson Quigley, and initiative review by staff, seconded by Alderperson Quigley.

Betty Marovich, Recording Secretary, clarified that this document would be used for internal use by Commission members and not made publicly available on the City website. Commission members agreed that was the intent.

Upon vote, the motion passed unanimously.

RESULT:	ADOPTED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Rachel Weber, Commissioner
SECONDER:	John Quigley, Alderperson
AYES:	Black, Henrigillis, Slavin, Schyndel, Weber, Quigley
ABSENT:	Randall Lawton

9. Discuss Clean Energy Workplan Updates

Mr. Kuffel, Assistant City Engineer, stated that the intent of this item is to allow the Sustainability Commission the opportunity to discuss next steps and any updates pertaining to the Clean Energy Workplan.

Members of the Clean Energy Subgroup stated they did not have any updates.

RESULT:	DISCUSSED
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IV. Future Agenda Items

Commissioner Henrigillis requested information on how tree species were selected for right-of-way planting.

Chase Kuffel stated he would be bringing forward an update on the Clean Air Initiative from meeting with Unified School District.

V. Adjournment

Commissioner Henrigillis moved to adjourn the meeting at 6:34 PM, seconded by Commissioner Van Schyndel. Upon vote, the motion passed unanimously.

Respectfully submitted,
Betty Marovich

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

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

I. SCOPE OF CONTRACTING SERVICES

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

II. COMPENSATION

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

III. INSURANCE

The Contractor shall maintain during the course of the project, the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work under the Agreement as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000 per occurrence; with additional umbrella liability insurance coverage to a total of not less than \$5,000,000.
2. Automobile Liability
 - (A) Coverages must include the following extensions:
 - Comprehensive Form
 - (1) All Owned Autos
 - (2) All Hired Autos

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

(B) Limits of Liability:

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

Uninsured/Underinsured Motorists:

Limits equal to above combined single limit

3. Worker's Compensation and Employers' Liability Insurance
Limits of Liability: Statutory

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

IV. INDEMNIFICATION

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

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

V. LEGAL RELATIONS AND PUBLIC RESPONSIBILITY

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

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

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

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

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

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

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

VI. GUARANTEE OF MATERIALS AND WORKMANSHIP

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

VII. MEDIATION

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

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

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

VIII. NOTICES

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

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

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

IX. IMMUNITY

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

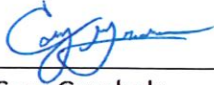
X. LEGAL COMPLIANCE

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

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

GREENER BAY COMPOST LLC

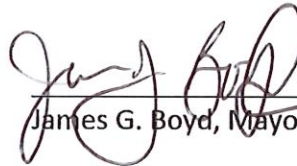
By:



Cory Groshek

CITY OF DE PERE

By:



James G. Boyd, Mayor



Carey E. Daner, City Clerk

Approved as to Form:

City Attorney

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

Exhibit
A

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

Dated January 16th, 2024

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

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

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

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

CITY OF DE PERE

Engineering Division

925 S. Sixth Street, De Pere, WI | 920-339-4061 | www.deperewi.gov/engineering



October, 2025

«OWNMAIL1»

«OWNMAIL3»

«OWNMAIL4»

Re: Reimbursement for Utilizing Greener Bay Compost, LLC

Dear OWNMAIL1:

Starting January 1, 2025, the City of De Pere will no longer be partnering with Greener Bay Compost, LLC to reimburse half of the subscription fees for De Pere Residents utilizing their composting services. Starting in January, Greener Bay Compost will automatically switch your invoice to cover the full cost for their services. Instead of paying half the subscription fees directly to Greener Bay Compost, the City will now reimburse half the subscription fees directly to our residents to continue using these composting services. The City plans to reimburse residents quarterly for these services.

What this means for you:

1. There should be no change in your service through Greener Bay Compost, LLC moving forward as a result of the termination of their contract with the City of De Pere.
2. The City will reimburse subscription fees quarterly (every three months).
3. For reimbursement, you can either:
 - a. Scan or send a picture of your composting invoices to my email at: ckuffel@deperewi.gov
 - b. Upload a picture or scanned copy of your invoices to <https://deperewi.seamlessdocs.com/f/compostreimbursement>
 - c. Drop off or mail a copy of your monthly invoices to:

Attn: Chase Kuffel

Municipal Service Center
925 S. Sixth Street
De Pere, WI 54115.

Over →

The quarterly reimbursement deadlines will be the last business days of the following months: April, July, October & January. Any invoices received after these dates will then be carried forward to the next reimbursement period.

Should you have any questions regarding this service or the City's reimbursement process, please feel free to contact me at 920-339-4061 or email me directly at ckuffel@deperewi.gov.

Sincerely,

PUBLIC WORKS DEPARTMENT



Chase Kuffel, P.E.

Assistant City Engineer

cc. Mayor Boyd
Scott Thoresen, Director of Public Works
Sustainability Commission
Common Council



City of De Pere, Wisconsin

Request For Sustainability Commission Action

MEETING DATE: October 8, 2024

DEPARTMENT: Sustainability Commission

FROM: Chase Kuffel

SUBJECT: Clean Air Initiative Update

ATTACHMENTS:

- 2024 1008 CI_SC_Clean_Air_Inititive (DOCX)
- No idling_Commission Comments (1) (PDF)

CITY OF DE PERE MEMO



To: Sustainability Commission
From: Chase K Kuffel, PE, Assistant City Engineer
Date: October 8, 2024

RE: **Consideration and Possible Action on Clean Air Initiative**

The intent of this item is to allow for discussion on next steps, any updates pertaining to the clean air initiative, observations, and feedback that the Commissioners have received from the local school districts. Commissioner Black provided the attached newsletter that she wishes to send to the School Districts to reaffirm the No Idling campaign that kicked off last year. She also wishes to drop off bumper stickers at the schools to further advertise the no idling campaign.

Staff met with Christopher Thompson, District Administrator, Noah Wentland, Director of Buildings & Grounds, and Dawn Foeller, Finance Director of the Unified School District of De Pere on September 10 regarding the potential purchasing of carbon monoxide detectors for their school district. During the discussion, it was determined that in-home style carbon monoxide detectors would not be best suited for their district as only one room would be notified of the leak at a time and could potentially cause a panic and disarray throughout the school. The school district's preference would be to have any installed carbon monoxide detector be integrated such that they also notify District and school officials at the time of a leak. Noah Wentland indicated he would be able to provide staff an estimate of what it would cost to install such a system. Staff also invited Noah to the November 12, Sustainability Commission meeting to further discuss carbon monoxide detectors as they would pertain to the Unified School District of De Pere.

Staff also reached out to Principal Molly Mares of Notre Dame Academy of De Pere to gauge her interest or need for Carbon Monoxide Detectors. She has indicated that Notre Dame would be interested, and staff is working to schedule a meeting with the Maintenance Leadperson at the school to see how to best suit their needs.

Recommendation:

Staff recommends that the Commission approve the attached No Idling Clean Air Initiative newsletter. Upon approval, staff will send the newsletter to the local superintendents for consideration and inclusion on School District media.

City of De Pere No Idling Clean Air Initiative

The No Idling Clean Air Initiative was implemented in 2023 with the support of the Unified School District of De Pere and the West De Pere School District to lower harmful gas emissions and protect the lungs of our children. This year, we are again asking drivers to turn off their engines when waiting more than 10 seconds (weather permitting) while picking up children.

We would love you to commit to No Idling; the positive affects are great for our schools, students, community, and our environment!

Not idling is a great way to make sure the air in your children's classroom is clean and it helps the schools out too!

Not idling means that children with asthma and allergies will not get sick because fumes from idling affects their health.

Not idling means that greenhouse gas emissions will be lower and that is good for the challenges of climate change.

We ask for your support; it is an easy way to provide clean air for everyone!

1 in 13 school age children have asthma.

Can car idling reduce asthma risk?

Air toxins are pollutants known to cause serious health problems such as asthma. Vehicle exhaust is a major source of air pollution. By reducing car idling, the potential of lung irritation and inflammation can be reduced, therefore **potentially reducing the risk of developing asthma** and other exhaust-related health problems.

CLEAN AIR: DON'T SIT IDLE-LY BY

BECOME THE IDLE CITIZEN BY
TURNING YOUR CAR OFF
WHILE YOU WAIT
#cleanaircleanlungs



City of De Pere

The City of De Pere Sustainability Commission



City of De Pere, Wisconsin

Request For Sustainability Commission Action

MEETING DATE: October 8, 2024

DEPARTMENT: Sustainability Commission

FROM: Chase Kuffel

SUBJECT: Discuss Clean Energy Workplan

ATTACHMENTS:

- 2024 1008 CI_SC_Clean_Energy_Workplan (PDF)

CITY OF DE PERE MEMO



To: Sustainability Commission
From: Chase K Kuffel, PE, Assistant City Engineer
Date: October 8, 2024

RE: **Discuss Clean Energy Workplan Updates**

The intent of this item is to allow the Sustainability Commission the opportunity to discuss next steps and any updates pertaining to the Clean Energy Workplan.



City of De Pere, Wisconsin

Request For Sustainability Commission Action

MEETING DATE: October 8, 2024

DEPARTMENT: Sustainability Commission

FROM: Chase Kuffel

SUBJECT: Discussion on Terrace Tree Species Selection Process

ATTACHMENTS:

- 2024 1008 CI_SC_Terrace Tree Selection (PDF)
- De Pere 2024 Terrace Fall Tree Order Form (PDF)
- De Pere Arboricultural Specifications Manual (PDF)

CITY OF DE PERE MEMO



To: Sustainability Commission
From: Chase K Kuffel, PE, Assistant City Engineer
Date: October 8, 2024

RE: **Discussion on Terrace Tree Species Selection Process**

Commissioner Henrigillis had requested that staff provide information on how the City selects what types of trees can be planted within the terrace between the curb and the sidewalk.

Discussion

The City of De Pere Parks, Recreation and Forestry Department maintains and manages all trees located within parkways, along City streets, and within the acres of public parks and recreational land. Their policies and procedures are outlined within the City of De Pere Arboricultural Specifications Manual, which is attached to this memo for the Sustainability Commission's consideration.

Included in this specifications manual are the recommended and banned street tree planting lists for the City of De Pere. The recommended street tree list (Appendix E) is further broken down into small, medium, and large trees subsections which provide tree species for specific terrace widths or overhead utility restrictions. The banned street tree list (Appendix F) lists the common names and reasons why certain trees are not planted within City limits. The Parks, Recreation and Forestry Department then provides order forms for City residents to order trees based on the tree availability at the nurseries the City purchases through. The City no longer purchases balled or burlapped tree and only is supplied bare root trees from its nurseries.

Attachments:

City of De Pere 2024 Terrace Fall Tree Order Form
City of De Pere Arboricultural Specifications Manual

CITY OF DE PERE
2024 TERRACE FALL TREE ORDER FORM

Deadline: Friday, September 20th

Note: Trees will be planted at the end of October (weather dependent).

FIRST CHOICE: (TYPE OF TREE) # OF TREES

SECOND CHOICE: (TYPE OF TREE) # OF TREES

THIRD CHOICE: (TYPE OF TREE) # OF TREES

PLANTING PREFERENCE:
(SUBJECT TO CITY FORESTER'S APPROVAL)

TYPE OF TREE

3.5.b

Website Addresses for Descriptions/Pictures

Ivory Silk Japanese Tree Lilac - [Japanese tree lilac | The Morton Arboretum](#)

Autumn Brilliance Serviceberry - [Amelanchier x grandiflora 'Autumn Brilliance' - Plant Finder \(missouribotanicalgarden.org\)](#)

Prairiefire Crabapple - [Prairie Fire Crabapple | Gurney's Seed & Nursery Co. \(gurneys.com\)](#)

Skyline Honeylocust - [Skyline® Honeylocust | Chicago Botanic Garden](#)

Turkish Filbert - [Turkish hazelnut | The Morton Arboretum](#)

New Horizon Elm - [New Horizon elm | The Morton Arboretum](#)

Greenspire Linden - [Greenspire™ Linden | Chicago Botanic Garden](#)

Sienna Glen Maple - [Sienna Glen® Maple - J. Frank Schmidt & Son Co. \(jfschmidt.com\)](#)

Celebration Maple - [Celebration® Maple - J. Frank Schmidt & Son Co. \(jfschmidt.com\)](#)

Common Hackberry - [Hackberry | Celtis occidentalis | The Morton Arboretum](#)

The Cost including tax for:

1 Tree = \$147.70	3 Trees = \$443.10
2 Trees = \$295.40	4 Trees = \$590.80

No tree orders are accepted if curb & gutter and landscaping are not in.

Our department will be placing stakes in the parkway where trees will be planted approximately one to two weeks prior to planting - approximately the middle of October - depending on availability and weather. The Forestry Department will call Digger's Hotline to locate underground utilities.

It is imperative that after the stakes are placed in the ground they are not moved.

For questions/concerns with placement, contact the Forestry Department at 920-339-4072 Ext. 2228 or krouce@deperewi.gov between 7:00 a.m. and 3:30 p.m.

Note: Trees must be placed 35' to 40' apart (including established trees already in the terrace) and 30' from street curb intersections. You must stay 10' from water hydrants, water lines, gas T valves, driveways; 5' from adjacent property lines; and a minimum of 20' from streetlights. If you have a question on how many trees can be planted in the parkway, please contact the City Forester, Kyle Rouse, at 920-339-4072 Ext. 2228 or krouce@deperewi.gov. *If there are overhead power lines the only varieties allowed will be Ivory Silk JTL, AB Serviceberry, or PF Crabapple.* If there is a concern with either the species or the number of trees you have ordered, we will contact you and a refund will be mailed. Orders are taken on a first-come, first-ordered basis when a species of tree is limited in number **so please be sure to indicate your second and third choices.**

Address Where Tree Will Be Planted: _____ Daytime Phone # _____

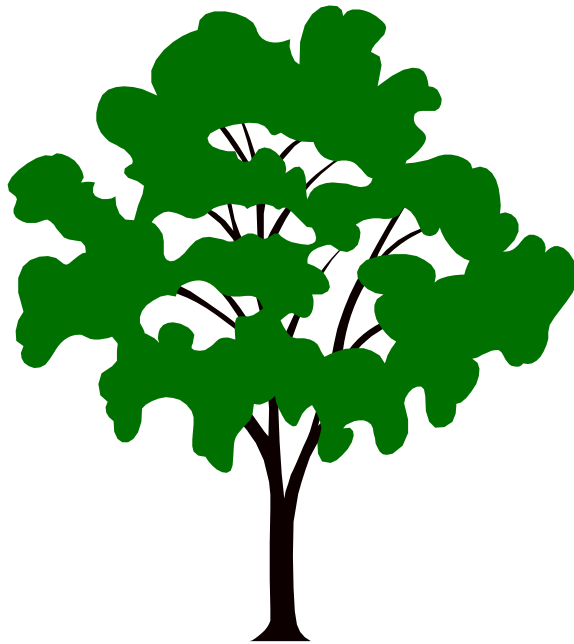
Person Placing Order: (PLEASE PRINT) _____ Total Amount Remitted _____

Submit copy of tree order form by September 20, 2024, along with payment to De Pere Forestry Department, 925 S. Sixth Street, De Pere, WI 54115.

Office Use Only: City Forester's Approval _____ Date: _____ Check # or CC _____

CITY OF DE PERE

ARBORICULTURAL SPECIFICATIONS MANUAL



Revised: February 2017

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INTRODUCTION

FUNCTION: The purpose of the Arboricultural Specifications Manual is to enable the City of De Pere to maintain and manage all trees located within the parkways, along City streets, and within the acres of public parks and recreational land by specifying proper treatments. This involves all phases of arboricultural work from planting to maintenance to removal. To carry out these functions, certain guiding policies and procedures have evolved and been adopted. Through these policies, the Parks, Recreation, and Forestry Department makes every effort to produce maximum public service for the City's urban forest.

PURPOSE: The policy of the City is to regulate and control the planting, transplanting, removal, maintenance, and protection of public trees and shrubs in the City in order to maximize utility and function of the urban forest and minimize and guard against dangerous conditions which may result in injury to persons using the streets, alleys, sidewalks, or other property of the City. It is also City policy to promote and enhance the beauty and general welfare of the City, and protect trees and shrubs located in the public areas from undesirable and unsafe planting, removal, treatment, and maintenance practices. (Exceptions - public school sites are not included.)

ORGANIZATION: The City's forestry effort is administered and managed by the City Forester of the Parks, Recreation, and Forestry Department. The City Forester maintains an office at the Municipal Service Center located at 925 S. Sixth Street. The Board of Park Commissioners and the Director of Parks, Recreation, and Forestry oversee and provide urban forestry guidance and input.

PERSONNEL: The City's forestry effort is supervised and managed by the Director of Parks, Recreation and Forestry and City Forester and is staffed by full-time and seasonal employees or contracted out to professional services. Recruiting and utilizing volunteers is also an important part of staffing.

"This document was funded in part by an urban forestry grant from the State of Wisconsin Department of Natural Resources Forestry Program as authorized under Wis. stat. 23.097."

I. MASTER STREET TREE PLANTING PLAN

The Master Street Tree Planting Plan covers the street tree planting programs, installation time periods of street tree plantings, planting permits, recommended street tree species selection list, and banned street trees. This document should be referenced for all questions regarding how street tree planting is laid out, paid for, requirements for what trees are allowed and banned from planting in the right-of-way.

A. Street Tree Planting Programs:

1. Neighborhood Tree Program – This program is to allow property owners the opportunity to have the City plant trees along the street in front of their home or business. This is a cost share program where the owner can purchase a tree(s) thru the City at wholesale cost and the City will plant and maintain the tree for life. The City Forester will select and give property owners a choice of bare root trees in a size range of 1.25" – 1.75" diameter (caliper) at 6" above the ground line. Trees will only be planted where an established lawn exists.
2. Replacement – Trees destroyed by vandalism, vehicles, lawn equipment, etc. may be replaced at a cost to the person causing the damage, if known. If such person is unknown, the adjacent homeowner may request and pay for a new tree if conditions and space allow for a replacement planting. The City Forester, the Director of Parks, Recreation and Forestry or the Board of Park Commissioners may also request a new tree to be planted at no cost to the property owner to replace the lost tree.
3. Unimproved Streets – Trees shall not be planted in the terrace where curbing and/or established lawn area does not exist.
4. Memorial Tree Planting – Individuals or groups may choose to purchase (on their own or through the City), and have planted by the City, a tree to honor someone special. This planting can take place in a park of their choice if space and conditions allow. Planting can occur at various times of the year if weather and species permit.

B. Installation Time Periods:

1. Street tree plantings will normally take place during two time periods per year. The first plantings will be in the spring, typically mid-April until the end of May. The other planting period occurs in the fall, approximately from Mid-October to early November.
2. Some tree species can only be transplanted in the spring for optimal establishment so these species will only be available once per year.
3. Evergreen trees (not an approved street tree, but may be planted in parks) should only be planted in the spring or summer to ensure establishment prior to freezing weather in the fall. Evergreens continue to transpire throughout winter so they should not be planted after October 1st since optimal establishment would not take place.

- C. Planting Permit: Property owners who wish to plant trees themselves in the City right-of-way must first complete a planting permit application (Appendix A). Upon completion, the City Forester will accept or deny this application following a site inspection and administer a planting permit for such plantings (Appendix B). Planting permit recipients must follow the tree planting procedures as outlined in Section III of these specifications.

- D. Recommended Street Tree Planting List: (Appendix E)

- E. Banned Tree List: (Appendix F)

II. DIGGERS HOTLINE AND LOCAL UTILITIES

Diggers Hotline and the local utility companies must be notified of all locations before any digging commences including planting, root repair, staking and stump removal. It takes three to ten days for the utilities to locate all facilities. This is required so that no underground utility facilities are damaged. This not only prevents the disruption of service to residents, but it also could prevent a serious accident to employees or property owners.

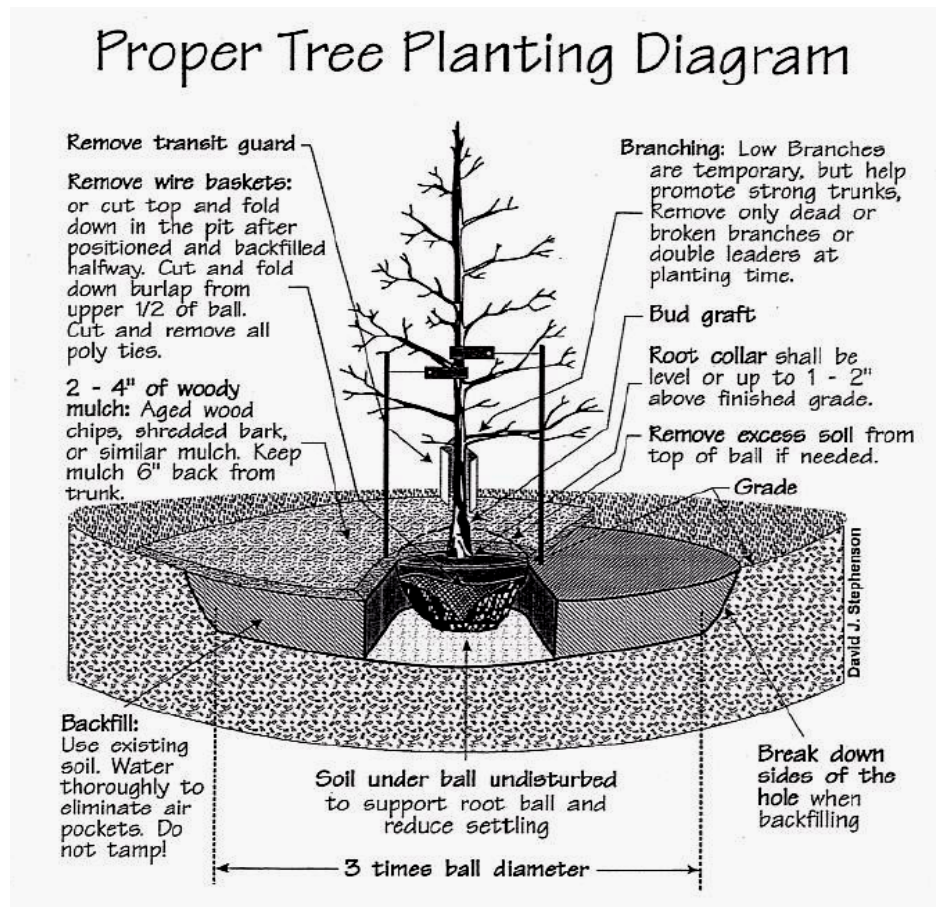
III. TREE PLANTING STANDARDS

- A. Condition and Recommended Varieties: All trees must be in healthy condition with evidence of vigorous growth during the previous year. Shade trees must have single trunks, with a dominant central leader, which will develop into a desirable crown. Ornamental trees may have multiple leaders, but only in areas of non-street right-of-ways. Varieties must be selected from the recommended tree planting list in Appendix E, unless prior approval is granted from the City Forester.
- B. Diameter of Tree Trunk: All trees planted along public streets must be of sufficient size to absorb the abuse and conditions common to street trees. Unless otherwise permitted for special reasons, the minimum size will be 1 1/4" diameter and may not exceed 3" diameter.
- C. Location: Generally all street trees shall be planted midway between the sidewalk and curb, following all guidelines listed below:
1. 30' in either direction from the street intersection
 2. 20' from a street light
 3. 10' from a driveway or carriage walk
 4. 10' from a fire hydrant
 5. 15' from man holes in terrace
 6. 10' from underground utility valves and t's
 7. 5' from adjacent property lines
 8. 25' from an approaching sign (front of sign)
 9. 10' from a non-approach sign (back side of sign)
- D. Parkway Width: No trees will be planted where the grassy terrace between the sidewalk and curb is less than 3 feet wide.
- E. Planting Depth: The planting depth is determined by root collar. All new plantings should be placed so that the root collar is even with the soil surface or slightly higher, where conditions and species favor the tree being slightly above grade.
- F. Spacing: All small trees will be planted a minimum of 25' apart. Medium trees will be spaced a minimum of 30' - 35' apart and large trees will be spaced a minimum of 35'-40' apart. Greater spacing may be needed depending on each species mature form.
- G. Transplanted Trees: When digging and planting trees bare root, care must be taken to prevent unnecessary injury to roots. All broken roots should be pruned. When digging balled and burlap trees, the following guide should be used to determine the diameter of the ball:

<u>Tree Diameter</u>	<u>Root Ball Diameter</u>	<u>Approximate Root Ball Weight</u>
1 1/2"	22"	270#
2"	24"	350#
2 1/2"	28"	625#
3"	32"	850#
4"	38"	1250#
5"	46"	2500#

H. Tree Planting Procedures:

1. Select the right tree for the right place:
 - a. Carefully review all aspects of the site.
 1. How much physical space is available above ground and below ground? Will the tree you want fit within this space at maturity? Don't plant a tree that will grow to a large size under power lines.
 2. Closely review the soil. Find out about the ability of moisture to drain through the soil. What is the pH?
 3. Consider environmental factors such as exposure to the sun, drying winds, and pollution.
 - b. Choose a tree species that matches, or is adaptable, to the growing conditions you have found during the site analysis.
2. Select a healthy tree from a reputable nursery.
 - a. Avoid plants that have damaged or broken twigs, branches, trunk, and/or roots.
 - b. Is the tree well anchored in the pot or burlap root ball?
 - c. Don't buy plants that look unhealthy and have dried out roots.
3. Plant the tree properly. The following is a diagram of proper installation for a balled and burlapped tree. Potted or bare root trees require similar steps with minor differences.



Wisconsin Dept. Of Natural Resources - Oct. 2000

- a. Prepare the site by digging a hole equal to the depth of the root ball/system and three times as wide. Digging too deeply can cause settling of the root system.
 - b. Find the root collar and plant the tree even or slightly higher than this point.
 - c. Remove at least $\frac{1}{2}$ of the wire basket and burlap from the top part of the ball on balled and burlap trees. On either balled and burlapped or bare root trees, cleanly prune any torn, jagged or broken roots.
 - d. Use the soil removed from the hole as backfill. As a general rule, you should not add any amendments to the backfill. Discard any rocks, sod, and large objects from the soil before backfilling.
 - e. Water the soil thoroughly to remove air pockets. Don't pack the soil down (water will do this naturally with the help of gravity). Fill in any voids with more soil after watering.
 - f. Create a mulch bed using wood chips that extends approximately 6" from the trunk outward to at least the drip line of the canopy to a depth of 3-4". (Don't pile the woodchips up around the trunk!)
 - g. Stake the tree only if it will not remain upright in a moderate wind.
 - 1. If you must stake, use a soft, wide belt-like material when supporting the tree to avoid injuring the bark.
 - 2. Trees need to move in the wind. Make sure there is some play in the support system to allow the trunk to sway without being uprooted.
 - 3. Check tree following one (1) year and remove stakes if tree is stable.
 - h. Wrapping the trunk is not necessary. If rodent damage is a concern, place a plastic tile tree protector around trunk.
 - i. Prune any broken, dead, or dying limbs without damaging the branch collar at the time of planting. Routine pruning to train branching structure should be started one year after planting. Do not use pruning paint or wound dressing on the pruning cuts.
 - j. Wait until one year after planting to fertilize, if needed.
 - k. Diggers Hotline and the local utility companies must be notified of all locations before any digging occurs.
- I. Additional Care: Additional care should be given to newly planted trees in the following years, including pruning, mulching and fertilizing as needed.

IV. MAINTENANCE OF NEWLY PLANTED TREES

- A. Fertilization & Amendments: Fertilization of newly planted trees in the first year is not recommended. Typically a tree can be fertilized once it has become established, usually 2 or 3 years after planting. Fertilization is typically applied in spring or fall. Sulfur may be applied to bring down soil pH and provide an environment for trees to take up of some nutrients that aren't available in some soils. In addition to general fertilization or sulfur treatments, a micronutrient fertilizer may be used to supplement some specific deficiencies.
- B. Mulching: A layer of wood chip mulch around the drip line of the tree will help conserve the soil moisture, help protect the tree from lawn mower damage, and reduce competition from grass for nutrients and moisture. It will also decompose over the years to provide nutrients, organic matter, and to improve soil structure. Mulch should not be piled around the trunk, most specifically known as "mulch volcanoes". A pile of mulch at the base of trees provides a home for small rodents that may chew bark and can cause damage to the trunk. Mulch holds moisture by the trunk promoting fungal problems and it provides protection for insect pests that could cause structural damage. Mulch belongs on the ground, not on trees!
- C. Tree Pruning: No pruning should occur at the time of planting. Pruning at this time will reduce the amount of stored energy that the tree contains and could cause added stress to the tree. The exceptions to this rule are the pruning of any broken, dead, or dying limbs without damaging the branch collar at the time of planting. Routine pruning to train branching structure should be started one year after planting and continue every 3rd year for the first 15 years. Do not use pruning paint or wound dressing on the pruning cuts.
- D. Tree Staking: Stake only trees that will not stand in a moderate wind. If staking is required, use soft, wide bands of nylon strap, carpet, or canvas to support the tree. Make sure that the tree has a small amount of room to move. **It is advisable to never use garden hose with wire through it to go around the tree trunk.**
- E. Tree Wrapping: Is not normally necessary and should be avoided.
- F. Tree Guards: Plastic tree guards may be put on for winter protection from rodents. The guards should be removed in early spring to avoid damage to the tree.
- G. Watering: The City waters all trees at the time of planting. Following planting, the City requests that the homeowner water the tree for at least the first three years and in any period of dry weather thereafter. Trees and shrubs require 1" of water per week for optimal growth and maintenance.

V. PRUNING

STREET TREE PRUNING PLAN AND POLICY: The City of De Pere is divided into 10 different management units for management, maintenance, and increased efficiency by reducing crew travel time. To establish an orderly way of pruning street trees for an appearance of uniformity and tree health, a "Rotation Prune Schedule" is in operation.

- A. Training Pruning (Trees up to 15 years of age) – These trees are pruned on a rotation of every three years after planting for the following reasons:
 1. Develop a central leader
 2. Raise the crown
 3. Establish good branch structure
 4. Eliminate poor branch angles
 5. Heading of temporary branches
 6. Remove damaged, dead, or diseased branches

- B. Routine Pruning (Trees older than 15 years old) – Routine pruning of mature trees on a 6 year cycle. With this pruning system, street trees are thoroughly pruned for low hanging branches, deadwood, and clearance of branches overhanging buildings. Class II type pruning will be used in most cases, which is standard pruning. The selective removal of plant parts for specific reasons, such as:
 1. Policy: See Above.
 2. Sanitation: Remove dead, dying, or diseased branches.
 3. Traffic Clearance: Provide for 12' minimum over sidewalks and at least 14' over streets, along with providing a clear line of site to street signs and intersections.
 4. Light Clearance: Remove sufficient branch wood to allow adequate street lighting pattern on pavement.
 5. Tree Structure: Remove interfering branches and those that form weak branch unions. Prune for proper balance around the tree and proper branch spacing to equalize wind resistance and weight.
 6. Storm Damage Repair: Preserve as much of the tree as possible, and train new growth for the future.
 7. Building Clearance: Remove interfering branches extending over buildings, and a minimum of a 10' clearance from buildings.

VI. PRUNING SPECIFICATIONS

All specifications shall be in accordance with ANSI A300 Standards.

- A. Pruning Cuts
 1. All cuts should be made sufficiently close to the trunk or parent limb without cutting into the branch bark ridge or branch collar so that callus growth can readily start under normal conditions.
 2. Branches too large to support with one hand shall be precut (3 cut method) to avoid tearing or splitting of the bark. (See figure 1)
 3. Removal of dead branches shall have the final cut outside of the collar of live tissue.
 4. All limbs 4" in diameter or larger should be lowered to the ground by proper ropes when hazards are present on the ground.
 5. No more than 1/4 of the foliage on mature trees should be removed within one growing season.
 6. Heading cuts should consist of cutting the parent branch back to a lateral branch at minimum 1/3 the size of the parent limb.
 7. Topping of trees shall not be allowed. Topping consists of cutting a branch between lateral branches or pruning the parent limb to a lateral branch that is less than 1/3 the size of the parent limb.

B. Wound Treatment

1. Pruning paints and wound dressings shall not be used to cover pruning cuts. Research has shown that wound dressings do not improve wound closure and may actually promote disease at site of application. *The only exceptions to this rule are if oaks or elms need to be pruned in the months of banned activity (as seen in Section IX, DISEASE AND INSECT PROBLEMS); then anything over a 2" cut should be covered with pruning paint to discourage disease-carrying insects. Stumps should also be removed or covered for this same reason.
2. Repairing of bark wounds should only include the removal of loose bark, disturbing as little of the live tissue as possible, and using rounded edges.
3. Tree cavities shall not be filled with concrete, bricks, wire, or any other non-flexible substances. If cavity filling is required, expandable foam should be used.

C. Miscellaneous Specifications

1. Climbing spikes or spurs shall not be used during pruning operations.
2. Vehicle and pedestrian warning devices shall be properly placed prior to any tree work being performed.
3. On thin bark species, just enough limbs are to be removed to obtain necessary results. Sucker growth can result from too much pruning.
4. All girdling roots visible to the eye, where practicable, should be treated with one of the following: Cutting of the root at either end, notching of the root in center with chisel, or removing the root without injury to bark or parent stem.
5. All wires are to be considered as "HOT" or "LIVE"; any branches that are within 10' should not be pruned. All tree workers shall abide by clearance standards outlined in the ANSI Z133.1 Standards. Call the appropriate utility for assistance if necessary. Any branches that accidentally fall against or hang on wires must be removed by the appropriate utility.
6. All cabling, bracing and lightning protection shall be in accordance with ANSI A300 Standards.
7. Chainsaws shall be handled in an appropriate manner and as directed in the newest revision of ANSI Z133.1.

- D. Tree Work Permit: Property owners who wish to remove, maintain or protect trees themselves in the City right-of-way, must first complete a tree work permit application (Appendix C). Upon completion, the City Forester will accept or deny this application following a site inspection and administer a tree work permit (Appendix D). Tree work permit recipients must follow the procedures as outlined in Section VI of these specifications.

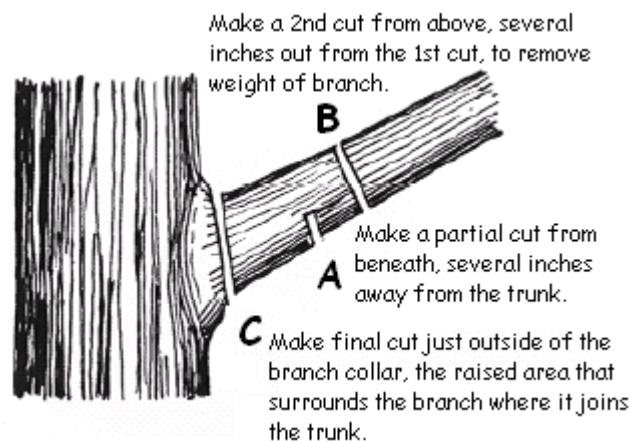


Figure 1

Tree City USA Bulletin #2

VII. PRUNING OPERATIONS

A. Section Pruning:

1. The City is divided into 10 management units. Trees will be pruned on the appropriate cycle (3 or 6 year) depending on age. All public trees are to be inspected at the time of pruning and appropriate maintenance will be performed if needed.
2. Vehicle and pedestrian traffic must be adequately warned and controlled during operations.
3. Trees found to be in unsafe condition and/or require major repair or maintenance are to be reported immediately to the City Forester.
4. All residents and pedestrians are to be treated with respect and courtesy at all times, regardless of conditions.
5. At the end of each working day, all limbs, branches, twigs, and debris shall be cleaned up before leaving work area.
6. No equipment shall be left at the work site overnight.
7. Report all unusual situations or conditions to the City Forester.
8. Update tree inventory.

B. Spot & Request Pruning:

1. Pruning for special purpose: Safety, light clearance, traffic clearance, building clearance, house moving, and construction. These are special assignments and should be handled as such.
2. Whenever possible, contact with adjoining property owner should be made before work is assigned. Exceptions may include pruning for immediate public safety, storm damage or construction.
3. Homeowner requests for pruning will be inspected by the City Forester and appropriate maintenance will be scheduled at earliest available time.

VIII. TREE PROTECTION

A. Bridging, Tunneling, Drilling, Etc.: The protection of trees shall involve bridging, tunneling, drilling or boring underneath the existing trees. The surface area directly adjacent to the tree shall not be disturbed under the following guidelines (where DBH = diameter at breast height):

1. 3" DBH trees or less - three feet on either side of tree with a minimum three foot depth
2. 3" to 8" DBH trees - six feet on either side of tree with a minimum three foot depth
3. 8" to 14" DBH trees - eight feet on either side of tree with a three foot minimum depth
4. 14" to 19" DBH trees - ten feet on either side of tree with a three foot minimum depth
5. 19" DBH trees + - fifteen feet on either side of tree with a three foot minimum depth

B. Depositing Material Near Trees: No person shall place and maintain upon the ground in a public street or right-of-way of the City of De Pere any soil, stone, cement, lumber, or other substance or material which shall impede the free passage of water and air to any tree or shrub without leaving an open space of ground outside of said tree or the base of said shrub of an area as is determined in Section A above. Before depositing any such materials near to trees or shrubs, the person so depositing said material shall place such guards around the trees and shrubs as shall effectively prevent injury to them.

C. Moving of Buildings: The property owner shall notify the City Forester at least 48 hours in advance of moving any buildings. If any pruning is necessary as the building is being moved or if any plant material is required to be relocated, the City Forester will coordinate the activity and the property owner will incur the costs. Should such pruning or relocating cause the death of such plant material, the property owner shall replace the same at his/her expense.

D. Root Care: Exposed tree roots shall be covered with backfill as soon as possible following curb and gutter removal. Torn, jagged or broken roots should be cleanly cut with approved root pruning equipment.

E. Sidewalk, Driveway, and Curb and Gutter Removal:

1. Caution should be used during removal to avoid any unnecessary damage to the tree or its root system.
2. Roots requiring removal shall not be cut by means of mechanical root cutting machines. If root removal is essential, roots shall be manually cut with sharp hand implements.
3. Root systems on the sidewalk or driveway side of the tree shall be cut no deeper than 9 inches below the finished grade of the new walk and not more than 4 inches from the edge of the new walk or driveway.
4. Root systems on the curb side shall be cut not more than 4 inches behind the back of the new curb and not more than 21 inches in depth when constructing new curb and gutter.

F. Tree Replacement: The City Forester may remove and replace, at the contractor's expense, any tree(s) and/or shrub(s) that has/have been excessively damaged due to construction activities.

G. Trunks and Lines:

1. At least 48 hours before start of construction, the contractor shall contact the City Forester or engineer to discuss problems with overhanging branches that might be damaged in spite of his/her exercising care in construction.
2. Tree trunks shall be enclosed with wood slats, rubber tires, or snow fence wired in place where contractor's operation may scar the trunk or compact the root zone of the tree. The contractor shall exercise care to assure tree trunks, limbs, and roots are not damaged by its operation.
3. Damage to branches of the trees due to contractor's negligence will be repaired by the City Forestry Division and may be billed to the contractor by the Parks, Recreation, and Forestry Department.

IX. DISEASE AND INSECT PROBLEMS

- A. Dutch Elm Disease: Dutch Elm Disease is caused by the fungus *Ceratocystis ulmi* attacking American elms by infecting the water carrying xylem vessels resulting in wilting and eventual death of the tree. Spread of this disease is either via root grafts or from overland spread via sap feeding elm bark beetles. Stopping the spread is virtually impossible; however, sanitation and removal of dead elms to try and prevent the spread where practical can limit or slow the spread of the disease. Wood from infected trees should either be debarked or destroyed to prevent further spread to new areas. Pruning of all American elms is prohibited in the City of De Pere from **April 1 to September 1**.
- B. Gypsy Moth: The gypsy moth is an exotic insect that feeds on leaves of trees and shrubs and can defoliate many species, most especially oaks. The City of De Pere has been monitoring their numbers and has worked with the WDNR to aerial spray *Bacillus thuringiensis kurstaki* (Btk) on high population areas since 2002. This is a cost share program in which the City is reimbursed a portion of the money spent in monitoring and spraying for the gypsy moth. This insect has become established in our area and we will need to continue to monitor and control pockets of higher populations for a long time. The Forestry Division also applies Golden Natural Pest Spray Oil to egg masses on public trees and burlaps those same trees during the caterpillar stage to aid in the control of the gypsy moth.
- C. Oak Wilt: The City of De Pere has an Oak Wilt Policy that imposes a ban on the pruning or wounding of any Oak trees growing within the City limits during the period from **April 1 to September 1**. This ban is necessary to prevent the further spread of Oak Wilt Disease, which can be spread by sap feeding Picnic Beetles.

- D. **Emerald Ash Borer:** The Emerald Ash Borer (EAB) is an exotic beetle from Asia that has become established in a majority of the states east of the Mississippi and causes damage to all ash (*Fraxinus spp.*) trees. The larvae of the EAB feed in the cambium between the bark and the wood, producing galleries that eventually girdle the branches and/or trunk and in effect kill the tree. In July and October of 2016 the City identified our first cases of Emerald Ash Borer in De Pere. Research has shown that if an infestation breaks out within 15 miles of your property you may reasonably choose to treat your trees. There are numerous options available to you – you can treat yourself with various products (if your tree is less than about 47 inches in circumference [i.e., 15 inches in diameter at breast height (DBH)]) or you can have a professional treat your trees (for trees typically over that size). If you choose to do nothing, unfortunately the ash in your yard are likely to succumb to EAB.

X. NUISANCE TREES

- A. **Nuisance Tree Policy:** Governed by the City of De Pere Ordinance Chapter 78, Nuisances.
- B. **Hazardous Tree Policy:** See Section XI. Tree Removal Policy, subsection A. Reason for Removal.

XI. TREE REMOVAL POLICY

- A. **Reason For Removal:**
1. Trees located in the City right-of-way, parks, and other public properties are removed only when they are dead, dying, dangerous or condemned (due to insect, disease, storm damage, or construction). The City Forester will make a determination for removal based on a tree evaluation and/or examination from field crews. The cost of removal will be assumed by the City of De Pere.
 2. The City Forester will determine public trees that must be removed due to street reconstruction and the City of De Pere or that same reconstruction project funding shall assume cost of said removals.
 3. Damage to any public tree that is determined, by the City Forester, to require removal may be assumed by and charged to the individual causing damage, if known.
 4. Property owner requests for the removal of any public tree will be evaluated and a determination made by the City Forester and/or the Parks, Recreation & Forestry Director. The decision can also be appealed to the Board of Park Commissioners at the next regularly scheduled meeting.
 5. The City Forester will determine the removal of any undesirable tree species.
- B. **Safety Standards:** All safety standards shall be in accordance of, but not limited to, ANSI Z133.1 Standards. Proper PPE shall be worn at all times while performing tree work.
- C. **Site:**
1. Check location and description of tree on work order before starting removal.
 2. Vehicle and pedestrian traffic must be adequately warned and controlled prior to and during removal operations according to the Work Zone Safety manual.
 3. If both lanes of traffic are to be closed in the removal operations, the Public Works Director, Police, and Fire & Rescue must be notified prior to work commencing.
 4. Note the locations of overhead power lines, utilities, homeowner obstructions, etc. and avoid or take necessary precautions to work around.
 5. All residents and pedestrians are to be treated with respect and courtesy at all times, regardless of conditions.
- D. **Removal Procedure:**
1. The tree shall be removed using the safest and most efficient arboricultural procedures.
 2. All precautions shall be made to prevent damage to any public or private property. A walk around should be conducted before hand to determine any preexisting conditions, problems

- or concerns. Any damage that occurs should be reported to the City Forester immediately.
- 3. To avoid damage to property below, any limb that cannot be appropriately controlled while being cut off shall have a rope or ropes attached.
- 4. No equipment shall be left at the work site overnight.
- 5. Climbing spikes or spurs may be used **only** during the removal of a tree.

E. Clean Up:

- 1. At the end of each working day, all limbs, branches, twigs, and debris shall be cleaned up before leaving work area.
- 2. Any wood generated from the removal process can be offered to the property owner at the location where the tree is being removed providing:
 - a. The wood is placed off of the right-of-way.
 - b. The City employee is not to perform extra work for said property owner (i.e. cutting wood into firewood size pieces, stacking wood, etc.)
- 3. If the property owner does not want the wood, then any wood remaining shall be hauled to the City of De Pere compost site prior to the end of the following day, unless circumstances dictate removal on that same day. Large, oversized wood will be hauled on the day of the removal. All wood to be transported, unless in an enclosed box, shall be tied or strapped down to prevent movement.
- 4. At no time is wood to be left in the street or right-of-way without safety cones.
- 5. Report all unusual situations or conditions to the City Forester as soon as possible.

XII. STUMP REMOVAL PROGRAM

The City of De Pere's stump removal program consists of removal of stumps where trees were formally standing on the street right-of-way, in City Parks or on other public property within the City.

- A. Underground Utilities: Diggers Hotline shall be contacted at least 3 days prior to any stump grinding operations.
- B. Stump Removal Operations:
 - 1. This operation will be performed by qualified City of De Pere employees or will be contracted out to a professional service.
 - 2. All precautions shall be made to limit flying debris and damaging private property.
 - 3. All stumps are to be removed completely or to a depth of 18", whichever is reached first.
 - 4. All surface roots and mounded turf shall be ground down to final grade for a 10' radius around the stump.
 - 5. Any stump grindings and holes that are not immediately cleaned up should be barricaded or coned to alert vehicles and pedestrians of a hazardous situation.
- C. Stump Clean Up Operations:
 - 1. All of the debris generated from stump grinding operations located outside of hole and at least ½ of the debris in the hole shall be removed from the site.
 - 2. Topsoil is placed in hole and graded to a finish grade.
 - 3. Initial seeding of the area is to be done by the City and it is the responsibility of the property owner to water and establish the grass in these locations.

XIII. STREET TREE EVALUATION AND ASSESSMENT PLAN

Street trees are recommended, at a minimum, to have an annual inspection to evaluate their condition regarding public safety. Inspections can often identify repairable problems that left unchecked could lead to tree decline or failure. Inspecting will be accomplished during regular Forestry maintenance operations, during a windshield survey by the City Forester and as a walking survey in areas of increased risk. This will be done on a yearly basis. The documentation will be both a page indicating all City trees were inspected and a list detailing each street that may require closer inspection. The

documentation will be signed and dated by inspecting personnel and supervisor. The age, species, and condition of a tree or trees may deem them necessary to provide more frequent inspections.

XV. INTER DEPARTMENTAL COORDINATION AND COOPERATION

- A. Due to the complex nature and often conflicting interrelationships between living plants such as trees, shrubs and turf; and public improvements such as streets, sidewalks and underground facilities; it is recognized that there is a need to manage both plants and improvements in a manner that will minimize conflict and maximize the benefits to be realized from each.
- B. Therefore, it is hereby declared to be the intent of the City of De Pere, Wisconsin that there shall exist at all times, a policy of open communication and coordination between the various departments and divisions of city government regarding the management, installation and maintenance of the plants or improvements for which they are each responsible.

Appendix A

CITY OF DE PERE

TREE PLANTING PERMIT APPLICATION

As required by Ordinance # 30-8

A planting permit is required before planting any tree within the City Right-of Way. This is the area from the curb to the back of the sidewalk (or where the sidewalk would be). The location of the sidewalk can often be seen in the driveways. If you are unsure please contact the City Forester.

The City Forester MUST approve tree species and location prior to any planting in the City right-of-way.

Site Address: _____

Name of Applicant: _____

Street Address: _____

City-State-Zip: _____ Phone: _____

Estimated date of planting _____

Species of tree(s) to be planted (choose from recommended street trees on back page).

Specific location of tree(s) to be planted (i.e. number of feet from property line or driveway, left or right side, etc.) NOTE: Trees shall be planted ½ the distance from the curb to the street side of the sidewalk. No trees will be planted in a terrace that is three feet or less in width.

Number of trees to be planted (using guidelines found in Section III) _____

Diameter (caliper) at 6" above the ground line of the tree(s) to be planted. (1.25"–3")

Signature of Applicant: _____ Date _____

PLEASE RETURN TO: **CITY OF DE PERE**
 Attn: City Forester
 925 S. Sixth Street
 De Pere, WI 54115

GUIDELINES: *(keep for your records)*

- ❖ **There are tree restrictions!** Please see “Recommended and Banned Street Tree Planting Lists”, Appendix E & F in the Standards and Specifications.
- ❖ Trees must be single stem form. No multi-stem specimens will be allowed.
- ❖ Species selection should be based on surrounding space, soil type and microenvironment.
- ❖ Minimum Clearances:
 - o 30' in either direction from the street intersection
 - o 20' from a streetlight
 - o 10' from a driveway or carriage walk
 - o 10' from a fire hydrant
 - o 15' from manholes in terrace
 - o 10' from underground utility valves and t's
 - o 5' from adjacent property lines
 - o 25' from an approaching sign (front of sign)
 - o 10' from a non-approach sign (back side of sign)
- ❖ All trees shall be planted in the center of the terrace, ½ the distance between the curb and the street side of the sidewalk (or where the sidewalk would be).
- ❖ The City Forester will mark the planting location with a wooden stake or a paint mark in the terrace.
- ❖ Minimum caliper size is 1.25” at 6” above the root collar.
- ❖ Trees shall be planted with root collar at grade; contact City Forester for proper tree planting procedures.
- ❖ Trees shall be mulched to a depth of 2 - 4” and a diameter of 5’ with wood mulch following planting. Mulch shall not be mounded around the tree trunk.
- ❖ If trees need to be staked for stability please contact the City Forester.
- ❖ Plastic trunk protectors can be obtained from the City free of charge for street trees.
- ❖ Obtain a “post planting care” informational handout from the City Forester following tree planting.
- ❖ Trees become the property of the City of De Pere following planting and will be maintained by the City for the life of the tree.

**Before you dig please call
Diggers Hotline 1-800-242-8511**

Appendix B

CITY OF DE PERE

RIGHT-OF-WAY PLANTING PERMIT

As required by Ordinance # 30-8

Permit No. _____

Site Address: _____

Name of Applicant: _____

Street Address: _____

City-State-Zip: _____ Phone: _____

Approved: _____

Tree Species 1. _____

2. _____

Quantity _____

Location of Planting _____

Tree Caliper _____ inches

Comments _____

Allowable Planting Period

From _____ to _____ 20____

Denied: _____

Reason for Denial: _____

If work is not completed within this allowable planting period, and planting is still desired, another planting permit must be obtained.

City Forester_____
Date

Appendix C

CITY OF DE PERE

TREE WORK PERMIT APPLICATION

As required by Ordinance # 30-8

A permit is required before removing, maintaining or protecting any tree within the City Right-of-Way or parkland areas. A City ROW is typically the area from the curb to the back of the sidewalk (or where the sidewalk would be). The location of the sidewalk can often be seen in the driveways. If you are unsure please contact the City Forester.

The City Forester MUST approve tree removal, maintenance or protection prior to any work in the City right-of-way.

Site Address: _____

Name of Applicant: _____

Street Address: _____

City-State-Zip: _____ Phone: _____

Estimated date of work: _____

Location of proposed work (if different from above): _____

Briefly describe the proposed work to be done (attach any blueprints): _____

Work to be done by whom: _____

Signature of Applicant: _____ Date _____

PLEASE RETURN TO: CITY OF DE PERE
Attn: City Forester
925 S. Sixth Street
De Pere, WI 54115

Appendix D**CITY OF DE PERE
WORK PERMIT**

As required by Ordinance # 30-8

Permit No. _____

Site Address: _____

Name of Applicant: _____

Street Address: _____

City-State-Zip: _____ Phone: _____

Approved: _____ Tree Species and Nature of Allowable Work _____

Location of Work _____

Additional Comments, Directions or Restrictions _____

Allowable Work Period

From _____ to _____ 20____

Denied: _____ Reason for Denial: _____

If work is not completed within this allowable period and is still desired, another work permit must be obtained.

City Forester_____
Date

Appendix E

Recommended Street Tree Planting List

(Other cultivars/varieties may be acceptable upon City Forester approval)

SMALL TREES (30' Maximum Height) - Acceptable trees for terraces w/overhead power lines and/or if terrace is 3-5 feet wide. These can be planted in wider terraces.

<u>Scientific Name</u>	<u>Common Name</u>	<u>Cultivars</u>
<i>Acer ginnala</i>	Amur Maple (Tree Form)	
<i>Acer platanoides</i>	Norway Maple	'Crimson Sentry', 'Globosum'
<i>Acer tataricum</i>	Tartarian Maple	
<i>Amalanchier canadensis</i>	Serviceberry	'Autumn Brilliance'
<i>Carpinus caroliniana</i>	American Hornbeam/Musclewood	
<i>Crataegus crusgalli</i> var. <i>inermis</i>	Cockspur Thornless Hawthorn	
<i>Ginkgo biloba</i>	Ginkgo (male)	'Saratoga'
<i>Maackia amurensis</i>	Amur Maackia	
<i>Malus spp.</i>	Flowering Crab	'Bob White', 'David', 'Sugar Tyme', 'Prairiefire', 'Snowdrift', 'Spring Snow', (other cultivars/varieties upon approval)
<i>Ostrya virginiana</i>	Ironwood	
<i>Prunus cerasifera</i>	Newport Plum	
<i>Prunus nigra</i>	Princess Kay Plum	'Princess Kay'
<i>Prunus virginiana</i>	Canada Red Chokecherry	'Canada Red'
<i>Syringa pekinensis</i>	Peking Tree Lilac	'China Snow', 'Summer Charm'
<i>Syringa reticulata</i>	Japanese Tree Lilac	'Ivory Silk', 'Summer Snow'

MEDIUM TREES (30' - 45' Maximum Height) - Acceptable trees for terraces that are 5-6 feet wide. These can be planted in wider terraces if desired. Some species may also be acceptable under power lines.

<i>Acer platanoides</i>	Norway maple	'Cleveland', 'Columnar', 'Crimson King', 'Royal Red'
<i>Acer truncatum x platanoides</i>	Shantung Hybrid Maple	'Norwegian Sunset', 'Pacific Sunset'
<i>Corylus colurna</i>	Turkish Filbert	
<i>Phellodendron amurense</i>	Amur Cork Tree	'Macho', 'Shademaster'
<i>Pyrus calleryana</i>	Callery Pear	'Aristocrat', 'Autumn Blaze', 'Bradford', 'Cleveland Select', 'Chanticleer', 'Red Spire'
<i>Sorbus alnifolia</i>	Korean Mountain Ash	

LARGE TREES (50' Minimum Height) - Acceptable trees for terraces of 6 feet and wider.

<i>Acer x freemanii</i>	Freeman Maple	'Armstrong', 'Autumn Blaze', 'Celebration', 'Marmo', 'Sienna Glen'
<i>Acer miyabei</i>	State Street Maple	'State Street'
<i>Acer platanoides</i>	Norway Maple	'Crystal', 'Deborah', 'Emerald Lustre', 'Emerald Queen', 'Schwedleri', 'Superform'
<i>Acer saccharum</i>	Sugar Maple	'Green Mountain', 'Fairview', 'Goldspire', 'Legacy'
<i>Aesculus hippocastanum</i>	Horsechestnut	'Baumannii', 'Ruby Red'
<i>Celtis occidentalis</i>	Hackberry	'Prairie Pride', 'Windy City'
<i>Cercidiphyllum japonicum</i>	Katsuratree	
<i>Eucommia ulmoides</i>	Hardy Rubber Tree	
<i>Fraxinus mandshurica</i>	Manchurian Ash	
<i>Ginkgo biloba</i>	Ginkgo (male)	'Mancana'
<i>Gleditsia triacanthos</i>	Thornless Honeylocust	'Autumn Gold', 'Magyar', 'Princeton Sentry' 'Imperial', 'Moraine', 'Shademaster', 'Skyline', 'Sunburst'
<i>Gymnocladus dioica</i>	Kentucky coffeetree	'Espresso', 'Prairie Titan'
<i>Liriodendron tulipifera</i>	Tuliptree	
<i>Tilia americana</i>	American Linden	'Redmond', 'Sentry'
<i>Tilia cordata</i>	Littleleaf Linden	'Fairview', 'Glenleven', 'Greenspire', 'Prestige'
<i>Tilia tomentosa</i>	Silver Linden	'Sterling Silver'
<i>Ulmus x</i>	Hybrid Elm	'Accolade', 'Frontier', 'Homestead', 'New Horizon', 'Pioneer', 'Prospector', 'Regal', 'Triumph', 'Valley Forge'

Appendix F

Banned Street Tree Planting List

Nuisance Species – banned from planting in the right-of-way

<u>Scientific Name</u>	<u>Common Name</u>	<u>Reason</u>
	All Evergreen & Coniferous Species	Obstruct visibility
<i>Acer negundo</i>	Boxelder	Weak wooded, attracts boxelder bug
<i>Salix spp.</i>	All Willow Species	Weak wooded, diseased foliage
<i>Juglans nigra</i>	Black Walnut	Undesirable and large fruit
<i>Populus spp.</i>	Cottonwood, Poplar	Weak wooded, heaves pavement, heavy seed crop
<i>Ginkgo biloba</i>	Ginkgo (female)	Messy and smelly fruit
<i>Robinia pseudoacacia</i>	Black Locust	Weak wooded, thorns, spread from root suckers

Undesirable Species – unacceptable for planting in the right-of-way

<u>Scientific Name</u>	<u>Common Name</u>	<u>Reason</u>
<i>Acer rubrum</i>	Red Maple	Intolerant of alkaline soils
<i>Acer saccharinum</i>	Silver Maple	Weak wooded, heaves pavement, heavy seed crop
<i>Betula spp</i>	Birch	Susceptible to insect & disease, intolerant of disturbed sites, iron chlorosis
<i>Carya spp.</i>	Hickory	Littering fruit
<i>Catalpa spp.</i>	Catalpa	Littering fruit
<i>Malus spp.</i>	Common Apple	Fruit tree
<i>Morus spp.</i>	Mulberry	Littering fruit
<i>Prunus serotina</i>	Black Cherry	Fruit tree
<i>Prunus spp.</i>	Garden Plum, Cherry	Fruit tree
<i>Pyrus communis</i>	Common Pear	Fruit tree
<i>Quercus species</i>	Oak	Undesirable acorn crops
<i>Sorbus americana</i>	American Mountain Ash	Susceptible to disease & fungal rot, heavy fruit set
<i>Sorbus aucuparia</i>	European Mountain Ash	Susceptible to disease & fungal rot, heavy fruit set
<i>Ulmus parvifolia</i>	Chinese Elm	Weak wooded
<i>Ulmus pumila</i>	Siberian Elm	Weak wooded



City of De Pere, Wisconsin

Request For Sustainability Commission Action

MEETING DATE: October 8, 2024

DEPARTMENT: Sustainability Commission

FROM: Chase Kuffel

SUBJECT: Discussion on September Farmer's Market Booth

ATTACHMENTS:

- 2024 1008 CI_SC_September_Farmer's_Market (PDF)

CITY OF DE PERE MEMO



To: Sustainability Commission
From: Chase K Kuffel, PE, Assistant City Engineer
Date: October 8, 2024

RE: **Discussion on September Farmer's Market**

The intent of this item is to provide the Commission the opportunity to discuss their experience at the September 19, 2024 farmer's market booth.



City of De Pere, Wisconsin

Request For Sustainability Commission Action

MEETING DATE: October 8, 2024

DEPARTMENT: Sustainability Commission

FROM: Chase Kuffel

SUBJECT: Current Sustainable Projects

ATTACHMENTS:

- 2024 1008 CI_SC_Sustainable_Project(PDF)

CITY OF DE PERE MEMO



To: Sustainability Commission
 From: Chase K Kuffel, PE, Assistant City Engineer
 Date: October 8, 2024

RE: **Current Sustainable Projects**

This month's sustainable project is the Foundation Drain Disconnection Program. Through this program, the City is reimbursing residents up to \$4,000 to cover 80% of the cost to install sump pumps and disconnect foundation drains located under or around their homes.

Inflow and Infiltration Background

Inflow is water that enters the sanitary sewer system only during or immediately after rainfall from direct connections. Points of entry may include connections with roof and area drains, storm drain connections, and holes in manhole covers. Infiltration is the water that enters the sanitary sewer system from the surrounding soil. Common points of entry include broken pipes and defective joints in pipes or manhole walls. A cross between infiltration and inflow is the connection of foundation drains to sanitary laterals. The highest inflow occurs because of storm events or snow melt that contribute to excessive sanitary sewer flows. The highest infiltration flows are observed following storm events as water seeps into the system through its defects.



The City of De Pere operates and maintains a sanitary sewer system which includes over 100 miles of gravity sewers and two lift stations, serving development on both sides of the Fox River. The wastewater from the City's collection system discharges into the Green Bay Metropolitan Sewerage District (GBMSD) wastewater treatment facility located in West De Pere. The City of De Pere pays GBMSD for wastewater treatment based on five different parameters, one of which is the volume of

flow. The City pays GBMSD to treat inflow and infiltration (I&I) from clear water into the sanitary sewer system.

In addition to wastewater treatment, GBMSD operates interceptor sewers throughout the City that collect wastewater from De Pere and other municipalities and transports the sewage to the wastewater treatment plant. As interceptors are replaced, GBMSD pays for the interceptor repair for a pipe the same size. Municipalities contributing flow are required to pay for pipe size increases related to growth and I&I. Based on studies GBMSD has conducted, they are finding that interceptors are undersized due to the amount of I&I. GBMSD's Charles Street Interceptor was upgraded in 2018. The City paid for pipe size increases in the Charles Street Interceptor due to I&I.

The original collection system was constructed over 100 years ago and was designed to collect both wastewater and storm runoff (called a combined sewer). While major efforts have been made to eliminate connections that allow for the entry of storm water into the collection system, the City still experiences significant increases in flow following major rainfall. Since 2007, the City has been lining or relaying approximately 10,000 linear feet of sewer a year, relaying laterals to the property line, repairing manholes and sealing leaks in pipes. Even with those upgrades, flow monitors installed by GBMSD have recorded peak factors as high as 20 (flows 20 times greater than average flows) following rainfall events. Staff believes a significant portion of the I&I is coming from private laterals and foundation drains.

In 2019, the City hired Ruekert and Mielke, Inc. to complete field monitoring and provide an Inflow and Infiltration Mitigation Report to outline the City's future steps towards reducing inflow and infiltration into our sanitary sewer collection system. The identification and reduction of inflow and infiltration is important as it:

- Reduces treatment costs,
- Eliminates sanitary sewer system overflows,
- Corrects structural defects and extends the service life of the sanitary sewer system,
- Analyzes the sewer capacity for existing and future service, and
- Increases the hydraulic capacity of sanitary sewers.

Figure 1 on the next page shows common inflow and infiltration sources.

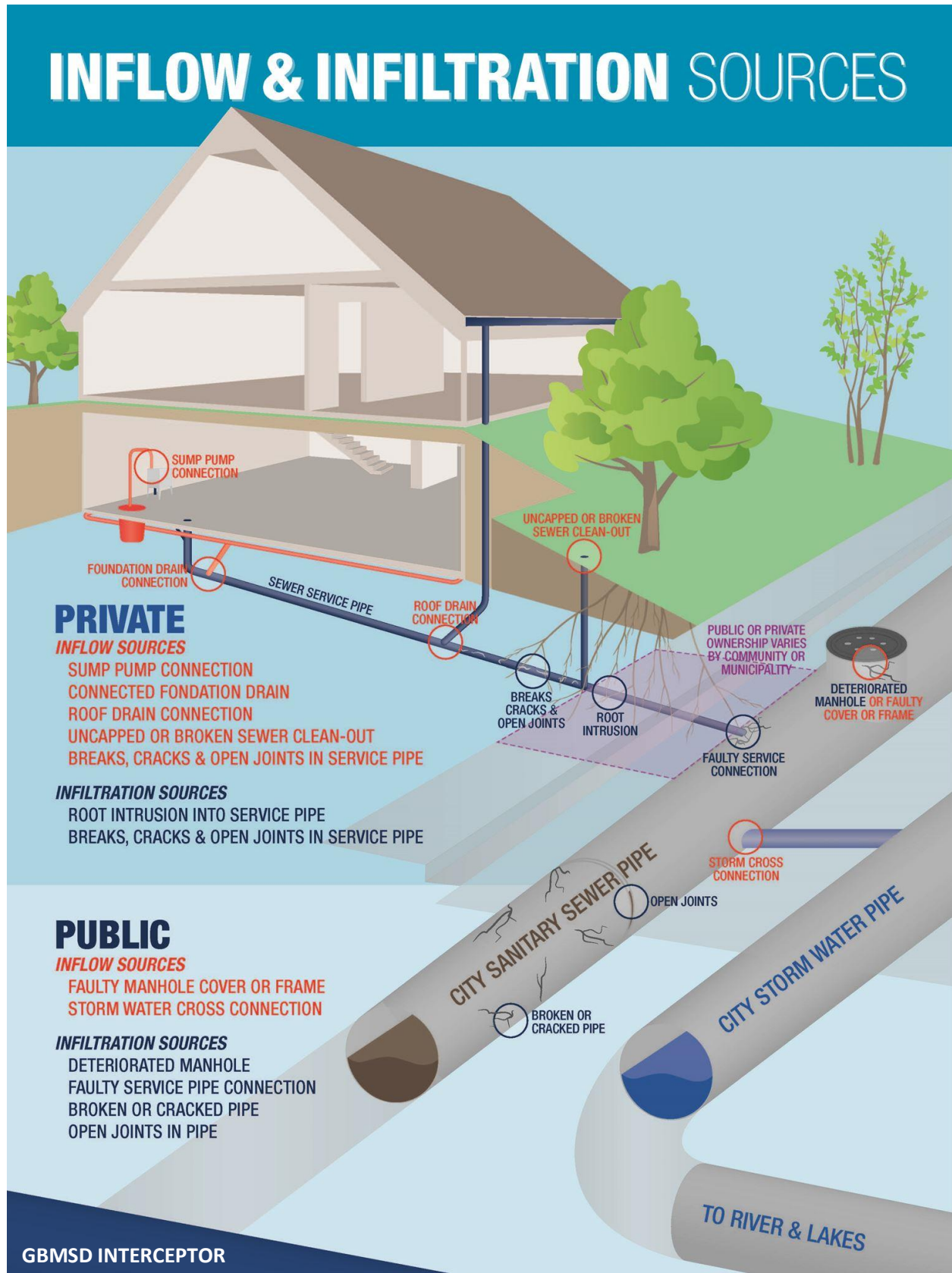


Figure 1 - Common Inflow and Infiltration Sources

Inflow and Infiltration Costs

Staff has been provided the following information for metered (sold) water for each property and treated water leaving the City to the NEW Water treatment facility:

Table 1 - Estimated Inflow and Infiltration (I&I) from 2014 to 2022

Year	Water Sold (1,000 GAL)	Water Treated (1,000 GAL)	Estimated I&I (1,000 GAL)	I&I Treated (%)
2014	624,128	1,319,779	695,651	52.7%
2015	605,216	1,227,668	622,452	50.7%
2016	604,208	1,414,901	801,693	57.3%
2017	595,435	1,281,498	686,063	53.5%
2018	601,578	1,285,574	683,996	53.2%
2019	590,077	1,664,164	1,074,087	64.5%
2020	571,200	1,228,738	657,538	53.5%
2021	600,415	1,216,808	616,393	50.7%
2022	599,752	1,241,412	641,660	51.7%
Average	599,112	1,320,060	720,948	54.2%

For municipalities, NEW Water charges the following treatment rates:

Cost of Service Title	Unit	2023 Cost of Service Rate
Volume	1,000 Gallons	\$0.74231
Biochemical Oxygen Demand	LBS	\$0.33401
Suspended Solids	LBS	\$0.37324
Phosphorus	LBS	\$2.01844
Total Kjeldahl Nitrogen	LBS	\$0.59012

With inflow and infiltration being comprised of mainly clear (clean) water, there would be a negligible amount of biochemical oxygen demand, suspended solids, phosphorus, and Kjeldahl nitrogen to be treated. Conservatively, the treatment cost of \$0.74231 per thousand gallons could then be applied to the estimated inflow and infiltration volumes provided in Table 1. In 2022, the City would have paid approximately \$476,310 to treat this clear water. Based on average, the City of De Pere pays a little over \$500,000 to treat inflow and infiltration using the 2023 treatment rates.

Foundation Drain Disconnection Program

The purpose for this program is to disconnect foundation drains from the sanitary sewer and reconnect these drains to a newly installed sump pump. The sump pump will then discharge the groundwater to the surface or a storm lateral, if available and connected.

Starting retroactively dating back to January 1, 2023, the City of De Pere is administering a Foundation

Drain Disconnection Program to promote the disconnection of foundation drains from the sanitary sewer and have sump pumps installed to reduce inflow and infiltration into the City's sanitary sewer.

Being a property owner led program, preliminary funding for work will be the responsibility of the property owner except for payment plans provided by contractors/plumbers. Once work is permitted and inspected by the City's Building Inspection team, the City will reimburse the property owner directly per the terms and conditions of the program. The City will reimburse the following costs for those properties who volunteer to hire a plumber to disconnect their foundation drains and install sump pumps:

- 80% of work with a maximum reimbursement of \$4,000. This covers up to \$5,000 in total work completed for those properties volunteering to participate.

The 80% reimbursement will carry through until December 31, 2024. Property owners who indicate to Engineering Staff that they are actively working towards disconnecting foundation drains and installing sump pumps prior to this date will have until June 30, 2025 to complete the work and remain eligible for the 80% reimbursement.

Starting January 1, 2025, the City will then begin to mandate foundation drain disconnection and sump pump installation for all properties within the City of De Pere. Once the mandate goes into effect, the cost share will be reduced to the following:

- 50% of work with a maximum reimbursement of \$2,500. This covers up to \$5,000 in total work completed for those properties where the City mandates that foundation drains are disconnected and a sump pump is installed.

Mandates will be based off properties that are observed to have foundation drains through scheduled inspections through the Building Inspection Division or are observed to be actively discharging clear water to the sanitary sewer as part of the City's annual maintenance and inspection program. Once a property owner is mandated to disconnect their foundation drain and install a sump pump, they will be issued a corrective action letter and will have 60 days to complete the work.

More information on the Foundation Drain Disconnection program can be found at www.deperewi.gov/inflow.



City of De Pere, Wisconsin

Request For Sustainability Commission Action

MEETING DATE: October 8, 2024

DEPARTMENT: Sustainability Commission

FROM: Chase Kuffel

SUBJECT: Pending Sustainability Commission Items

ATTACHMENTS:

- 2024 1008 CI_SC_Pending_Items (PDF)

CITY OF DE PERE MEMO



To: Sustainability Commission
From: Chase K Kuffel, PE, Assistant City Engineer
Date: October 8, 2024

RE: **Pending Sustainability Commission Items**

The purpose of this item is to outline the upcoming items staff and the Sustainability Commission is currently working on:

- Urban Orchard Update – Staff is meeting with the Urban Orchard Committee on October 9 to discuss the installation of pollinator gardens and the proposals outlined by Selena of Rooted In, Inc.
- Sustainability Commission Introductory Packet:
 - Robert's Rule of Order is being drafted by Alderperson Quigley
 - Subgroup Rules is being drafted by Commissioner Weber
 - Initiative History is being drafted by staff