



136 North Monroe Street
Waterloo, WI 53594-1198
Phone: (920) 478-3025
Fax: (920) 478-2021
www.waterloowi.us

**PUBLIC NOTICE OF A COMMITTEE MEETING
OF THE COMMON COUNCIL OF THE CITY OF WATERLOO**

Pursuant to Section 19.84 Wisconsin Statutes, notice is hereby given to the public & news media, that the following meeting will be held:

COMMITTEE: PUBLIC WORKS & PROPERTY COMMITTEE
DATE: October 3, 2019
TIME: 6:00 p.m.
LOCATION: Municipal Building Council Chambers, 136 N. Monroe Street

1. CALL TO ORDER AND ROLL CALL
2. APPROVAL OF MEETING MINUTES: August 1, 2019 (September 5, 2019 cancelled)
3. CITIZEN INPUT / PUBLIC COMMENT
4. 2019-2020 PROJECT/PROGRAM LISTING & UPDATES
 - a. 203 East Madison Street Fence Project
5. UNFINISHED BUSINESS
 - a. Considering An Annual Committee Calendar
 - b. Discussion: 2020 – 2024 Capital Needs & Project Needs
6. NEW BUSINESS (items from calendar)
 - a. Treyburn Farms Residential Development
 - b. Evaluating The Municipal Solid Waste Management System; Trash-Recycling Service Performance & Contract
 - c. Oversight Of Bid Process For Future Year Capital Purchases & Contract Services
 - d. Review Of Municipal Facility Needs (Multi-Year)
7. FUTURE AGENDA ITEMS AND ANNOUNCEMENTS
8. ADJOURNMENT

Mo Hansen
Clerk/Treasurer

*** Also on Council Agenda. See Council materials for documentation.

Committee Members: Petts, Schoenwetter and Rhynes

posted, e-mailed & distributed: 09/27/2019

PLEASE NOTE: IT IS POSSIBLE THAT MEMBERS OF AND POSSIBLY A QUORUM OF MEMBERS OF OTHER GOVERNMENTAL BODIES OF THE MUNICIPALITY MAY BE IN ATTENDANCE AT THE ABOVE MEETING(S) TO GATHER INFORMATION. NO ACTION WILL BE TAKEN BY ANY GOVERNMENTAL BODY OTHER THAN THAT SPECIFICALLY NOTICED. ALSO, UPON REASONABLE NOTICE, EFFORTS WILL BE MADE TO ACCOMMODATE THE NEEDS OF DISABLED INDIVIDUALS THROUGH APPROPRIATE AIDS AND SERVICES. FOR ADDITIONAL INFORMATION OR TO REQUEST SUCH SERVICES PLEASE CONTACT THE CLERK'S OFFICE AT THE ABOVE LOCATION.

Waterloo 2019 Project Tracking

Sorted by Oversight Entity

10/1/2019 9:11 AM

by Clerk/Treas.

Project

Project Began	_Oversight	Project	Description	Type	Lead(s)	Status	Next Action	Notes
2015	Community Development Authority	203 E Madison St (phase 4)	Complete site work per CDA adopted concept plan	Econ. Dev. TID#2	Mayor	(1) Fence not installed; (2) Mayor in dialogue with path property owners	ID Phase 4 funding; ID appraiser	Spring installation of fencing and gravel by DPW; sidewalk repaired by Rennack
2016	Community Development Authority	333 Portland Rd Demolition	Removal of blighted buildings preparing for future reuse of property	Econ. Dev. TID#3	Clerk/Treas.	Testing complete; potential offer to purchase a segment from 347 Portland Rd (CDA recommended approval)	marketing site identifying interest	RFP generating leads, but no direct service providers
2013	Council	333 West Madison Street	Hawthorn & Stone build-out of assisted living facility	Econ. Dev. TID#2	Clerk/Treas.	under construction	Monitor	Council action reduced fee in lieu of taxes amount for 2019 and 2020
2017	Council	Commercial Ave Extension	extend road 345 ft north for AB E Discovery access per agreement	Econ. Dev. TID#3	Kunkel Eng. Group; Chad & Barry	Near completion	Parcel off pond for future city maintenance	
2017	Council	Ordinance update	2019 update of digital and printed ordinances	Administrative	Clerk/Treas.	2019 update underway		
2018	Park Comm	Repair Firemen's Park Sanitary Sewer line leaks	2016 repairs did not remedy inflow of water to lift station at river	Parks	Parks Director & DPW Director	Completed		Waterloo Utilities committed 25k to project; Trustees
2018	Public Works & Property Comm	2019 Edison/Franklin Reconstruct	Full street and utility reconstruction	Road & Utility improve Capital Fund	Kunkel Engineering Group; Chad & Barry	Completed	Kunkel staff providing weekly updates posted and sent via email to construction zone	On schedule, no change orders to contract
2017	Public Works & Property Comm	2018 Cleveland / Mill Reconstruct	full reconstruct of Mill & Cleveland	Road & Utility improve Capital Fund	Kunkel Eng.; Chad & Barry	Completed	final close out	
2016	Public Works & Property Comm	DNR Private Lead Service Line Program	Operate program to assist private home owners to remove lead water pipes	Public Health	Clerk/Treas. & Utility Super	Considering modifying grant program to stretch dollars	develop strategy to gain high compliance	Coordination with Utility for public lead sections required; turning off water service is lead compliance tool
2017	Public Works & Property Comm	Lease Bobcat	Budget amendment #1 shifted this to 3-year lease to own rather than buy	Equipment	DPW Director	Year 2 lease payment to be made	2020 budget dpw director buying replacement tires	2019 -- \$15,000
2017	Public Works & Property Comm	Replace 2004 Patrol truck	Purchase replacement truck	Equipment	DPW Director	Waiting on receipt of vehicle	Waiting on receipt of vehicle (Oct)	2019 -- \$130,000
2019	Public Works & Property Comm	Multi-building LED light optimization	LED lighting upgrades for 873 fixtures using grant & Focus on Energy incentive	Facility Update	Clerk/Treas.	installation completed or nearing completion	start reimbursement process with state/fed	2019 -- grant=\$50,000 and muni share = 26,033

May 31, 2019
 DRAFT
 comments appreciated

City of Waterloo Public Works & Property Committee
 Annual Calendar
 (revised: mm/dd/yyyy)

- Meeting night: 1st Thursday of month at 6:00 pm
- Monthly recurring: (1) review of Capital Projects; (2) monitor defined Progress Measures

JANUARY
<input type="checkbox"/> Oversight of bid process for future year capital purchases & contract services
FEBRUARY
<input type="checkbox"/> Notify Mayor of reappointment interest
MARCH
<input type="checkbox"/> Identify grant application opportunities
APRIL
<input type="checkbox"/> Mayoral Committee appointments
MAY
<input type="checkbox"/> Review and realign Progress Measures as needed tying back to Comprehensive Plan
<input type="checkbox"/> Update annual calendar
<input type="checkbox"/> Tour of municipal facilities
JUNE
<input type="checkbox"/> Mayor's 2020 Budget start date.
JULY
<input type="checkbox"/> Traditional beginning of budget consideration with budget memo to department heads.
<input type="checkbox"/> § 53-14 Recommending updated multi-year capital improvement plan to Finance, Insurance & Personnel Committee
<input type="checkbox"/> Review DPW future year budget submittal
- Operational budget
<input checked="" type="checkbox"/> Programs & Services provided
- Capital Budget
<input checked="" type="checkbox"/> Street surface maintenance program
<input checked="" type="checkbox"/> Street/Utility reconstruction plan
AUGUST
<input type="checkbox"/> PASER review (<u>P</u> avement <u>S</u> urface <u>E</u> valuation & <u>R</u> ating) – A 1-10 rating system for road pavement condition using visual inspection to evaluate pavement surface conditions
SEPTEMBER
<input type="checkbox"/> Review of municipal facility needs (multi-year)
OCTOBER
<input type="checkbox"/> Evaluating the municipal solid waste management system; trash-recycling service performance & contract
<input type="checkbox"/> Oversight of bid process for future year capital purchases & contract services
<input type="checkbox"/> Review of municipal facility needs (multi-year)
NOVEMBER
<input type="checkbox"/> Oversight of bid process for future year capital purchases & contract services
<input type="checkbox"/> Review of municipal facility needs (multi-year)
<input type="checkbox"/> Review of City Forestry Plan
DECEMBER
<input type="checkbox"/> Oversight of bid process for future year capital purchases & contract services
<input type="checkbox"/> Impact fee needs assessment update based on prior months review
<input type="checkbox"/> Review of municipal facility needs (multi-year)

NOTES FROM MUNICIPAL CODE

§ 53-14 Capital improvement program policy.

Policy. The City will make all capital improvements in accordance with an adopted capital improvement program. The City will develop a five-year plan for capital improvements and update it annually.

C. Procedure. The City of Waterloo Finance, Insurance and Personnel Committee or its designee shall, prior to each annual budget process, submit a capital improvement plan consisting of a project description, estimated costs and probable funding sources to the Council for its consideration. The Council shall act on the recommendations in a timely manner.

§ 332-1 Committee responsible for trees.

The Public Works and Property Committee shall, subject to the supervision and control of the Council, and except as herein provided, have jurisdiction and direction over all trees planted and growing in and upon City-owned property; that part of every street, the grade of which has been established, lying between the lot line and the curb; and trees on any property which may in any way have effect upon public property and upon the public welfare of the City, and for the planting, care, maintenance, protection and removal thereof. The Committee may make such rules and regulations as it may deem advisable for carrying out the purpose of this chapter.

§ 332-4 Removal of trees and stumps; replacement of trees.

A. All dead, hazardous and infected trees in the public right-of-way will be removed by the City at the expense of the City. All other trees in the public right-of-way shall be removed at the expense of the owner of the abutting property. If trees are removed by the owner of the abutting property, he shall cause all stumps to be removed and the area cleaned of all branches, leaves and other debris. If such is not done in a manner satisfactory to the Tree Committee, the Committee may order the Director of Public Works to do so and may charge the expense to the abutting property, pursuant to § 66.0627, Wis. Stats.

B. If a tree is removed from a tree lawn less than six feet wide, a tree will be provided by the City at 50% of the municipal cost to property owners and will be planted on the property owner's front lawn, providing that the Public Works Director determines that the property has sufficient front yard space to accommodate a tree. All municipally provided trees shall become the full responsibility of the property owner.

[Added 2-20-2014 by Ord. No. 2014-02]

City of Waterloo, Wisconsin

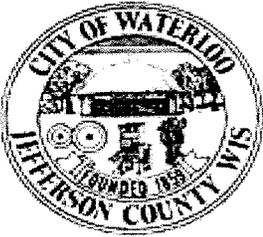
Capital Improvement Plan

2020 thru 2024

PROJECTS BY DEPARTMENT

Department	Project #	Priority	2020	2021	2022	2023	2024	Total
Assessor								
Citywide Property Full Revaluation 400012	400012	n/a	24,000	24,000				48,000
Assessor Total			24,000	24,000				48,000
Emergency Government								
Emergency Govt Sirens Capital Reserve Contribution	EMG - 02	n/a	1,000	1,000	1,000	1,000		4,000
Emergency Government Total			1,000	1,000	1,000	1,000		4,000
Fire								
Fire Department Radios 220007	220007	2		125,113				125,113
Bay Floor Upgrade 200009	220009	n/a				93,000		93,000
Security and door access 220010	220010	1	9,500					9,500
Stryker Power Load System and Cot 220012	220012	2			75,000			75,000
Fire Department - Heat/Air	f-11	n/a	40,000					40,000
Fire Department - Over Head Doors	f-13	n/a		30,000				30,000
Fire Department - Roof	f-14	n/a			120,000			120,000
Fire Total			49,500	155,113	195,000	93,000		492,613
Library								
Library Parking Lot 812001	812001	2				120,000		120,000
Library Carpet 812002	812002	1	10,000					10,000
Library Computers 812004	812004	1	4,000	1,000	1,000	1,000	1,000	8,000
RFID	812005	2	25,000					25,000
Library Three A/C Units 812006	812006	1	15,000					15,000
Library Water Heater 812007	812007	1	3,000					3,000
Library Total			57,000	1,000	1,000	121,000	1,000	181,000
Parks								
Sewer Work 225001	225001	1	75,000					75,000
Firemen's Park Mason Entrance 225002	225002	2	30,000					30,000
Baseball Field Reno 225003	225003	1	40,000					40,000
Fence Reno (entire park) 225004	225004	n/a		60,000				60,000
Dugout Reno/Press Box (all fields) 225006	225006	n/a		40,000				40,000
Lower Parking Lot Paving 225007	225007	3		35,000				35,000
Bathroom Reno (outdoor/pavilion) 225008	225008	3			25,000			25,000
Kitchen Reno 225009	225009	3			30,000			30,000
Roundhouse Residing 225010	225010	3				10,000		10,000
Banquet Chairs and Tables 225011	225011	n/a				30,000		30,000
Air Condition Update (Pavilion) 225012	225012	3				15,000		15,000
Electrical Update (Pavilion)	225013	3				15,000		15,000
Upper Pavilion Floor	225014	3				75,000		75,000
Lower Pavilion Reno 225015	225015	3					40,000	40,000
Reunion Hall/Shelter Reno 225016	225016	3					50,000	50,000

Department	Project #	Priority	2020	2021	2022	2023	2024	Total
Basketball Court Reno 225017	225017	3					30,000	30,000
Parks Total			145,000	135,000	55,000	145,000	120,000	600,000
Police								
Mobile Data Computers - 400006	400006	n/a		12,000				12,000
Police Department Digital Radios 400007	400007	1		40,000				40,000
Squad Replacement 400008	400008	4	35,000	35,000	35,000	35,000	35,000	175,000
Police Total			35,000	87,000	35,000	35,000	35,000	227,000
Public Works								
Stump Gringer 400009	400009	n/a	7,000					7,000
Equipment carry over reserve, DPW 400010	400010	3	50,000	50,000	50,000	50,000	50,000	250,000
Rood Avenue Reconstruct 400011	400011	3	309,485					309,485
Treyburn Farms	400013	n/a	753,445	161,896	161,896	161,896	161,896	1,401,029
Asphalt Resurfacing (multiple)	400014	3		10,000				10,000
DPW Tire Replacement	400015	3	9,500					9,500
Bobcat Lease Payments - Public Works Dept.	dpw-02	2	15,000					15,000
Adams St Reconstruct	dpw-04	1		577,784				577,784
2022 Road Project TBD	dpw-05	1			650,000			650,000
2023 Road Project TBD	dpw-06	1				650,000		650,000
2024 Road Project TBD	dpw-07	1					650,000	650,000
Public Works Total			1,144,430	799,680	861,896	861,896	861,896	4,529,798
GRAND TOTAL			1,455,930	1,202,793	1,148,896	1,256,896	1,017,896	6,082,411



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Current charge to the end-users (residents and businesses participating in this services) is \$12.50 per unit per month

RESOLUTION #2013-46

Currently \$12.50

AUTHORIZING A CONTRACT EXTENSION WITH ADVANCED DISPOSAL FOR SOLID WASTE AND RECYCLING SERVICES RETROACTIVE TO SEPTEMBER 1, 2013 AND REVISING THE WATERLOO FEE SCHEDULE TO LOWER THE MONTHLY RESIDENTIAL & COMMERCIAL TRASH DISPOSAL CHARGE FROM \$13.49 TO \$12.00 EFFECTIVE JANUARY 15, 2014

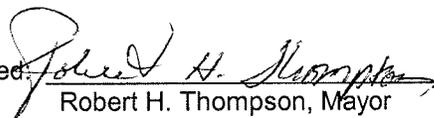
Whereas, the Public Works and Property Committee at its regularly scheduled October meeting reviewed five submitted proposals from qualified solid waste and recycling service providers, recommending a contract extension with the current provider, Advanced Disposal at a rate of \$10.25 per unit per month, said extension retroactive to September 1, 2013; and,

Whereas, recognizing the current revenue challenges the City faces with state imposed levy limits and other constraints, the Public Works and Property Committee further recommends reducing the fee charged to residential and commercial users from the current rate of \$13.47 per unit per month to \$12.00 per unit per month with the net difference being designated such that it is eligible to be used for: (1) future consumer price index increases for this service per the terms of the contract, or (2) other future Public Works Department Fund 100 expenses relating to trash pick-up or leaf and brush pick-up services.

Therefore Be It Resolved, by the Common Council of the City of Waterloo, Wisconsin, that it accepts the recommendations of the Public Works and Property Committee as stated above and directs the Mayor and Clerk/Treasurer to finalize and execute any and all necessary contract documents. It further directs the Clerk/Treasurer to update the Waterloo Fee Schedule.

PASSED AND ADOPTED this 17th day of October 2013.

City of Waterloo

Signed: 
Robert H. Thompson, Mayor

Attest:



Morton J. Hansen, Clerk/Treasurer

SPONSOR(S) – Public Works & Property Committee

FISCAL IMPACT – END USERS: Generates a \$17.64 annual savings per residential or commercial unit served or \$23,267 in savings annually for all end users in total. MUNICIPALITY: After paying a \$0.25 fee to the Utility for billing services, a net gain for the General Fund is estimated at \$1.50 per unit served per month or \$23,742 annually.



**Addendum to the Exclusive
Solid Waste and Recyclables
Collection and Disposal
Contract**

WHEREAS, the City of Waterloo, Wisconsin, a Municipal Corporation (hereinafter "City") and Veolia ES Solid Waste Midwest, LLC, a Wisconsin limited liability company (hereinafter "Veolia"), entered into an Exclusive Refuse and Recyclables Collection and Disposal Contract dated November 26th, 2008 (hereinafter "the Contract"); and

WHEREAS, Advanced Disposal Services Solid Waste Midwest, LLC, a Wisconsin limited liability company (hereinafter "Advanced Disposal"), is the successor in interest to Veolia ES Solid Waste Midwest, LLC; and

WHEREAS, the Contract may be amended and renewed upon the mutual written agreement of the parties.

NOW, THEREFORE, in consideration of the premises set forth herein, the City of Waterloo and Advanced Disposal agree that the Contract is hereby amended as follows:

1.A CONTRACTOR. Shall be changed to Advanced Disposal Services Solid Waste Midwest, LLC.

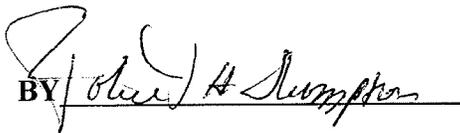
2. TERM. The term of this contract shall be extended to December 31, 2018.

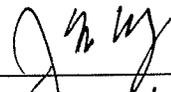
7. RATE. Effective September 1, 2013, the total rate shall be \$10.25 per Household Unit per month; the trash rate shall be \$7.38 per Household Unit per month and the recycling rate shall be \$2.87 per Household Unit per month.

All other terms and conditions of Contract dated November 26th, 2008 shall remain in effect.

CITY OF WATERLOO

**ADVANCED DISPOSAL
SERVICES SOLID WASTE
MIDWEST LLC**

BY 

BY 
DATE 12/17/13

ATTEST

Mo Hansen
Clerk / Treas.

DATE Oct 17, 2013

CITY OF WATERLOO, WISCONSIN

**EXCLUSIVE SOLID WASTE AND RECYCLABLES COLLECTION
& DISPOSAL CONTRACT**

THIS CONTRACT (“**Contract**”) is made and entered into this 26th day of November, 2008, by and between the City of Waterloo, Wisconsin (hereinafter called “**City**”) and Veolia ES Solid Waste Midwest, LLC a Wisconsin limited liability company (hereinafter called “**Contractor**”).

WITNESSETH:

WHEREAS, the City recognizes that it is desirable that provisions be made for the regular and efficient collection of recyclables within the legal boundary limits of the City; and,

WHEREAS, the City desires that an independent contractor be utilized to perform Solid Waste and Recyclable collection services within the legal boundary limits of the City and further desires to enter into a contract granting the Contractor the exclusive right to collect residential Solid Waste and Recyclables within the City limits.

NOW, THEREFORE, in consideration of the premises set forth herein, and for other good and valuable consideration, the receipt whereof is hereby acknowledged, the City hereby grants to Contractor and Contractor hereby accepts from City, the exclusive right and obligation to collect and dispose of residential Solid Waste and Recyclables accumulating in the normal course within the legal boundary limits of the City during the term hereof and subject to the following limitations and conditions set forth herein.

1. **Definitions:** The following terms and definitions shall apply in the interpretation of this Contract:

A. “**Contractor**” shall mean Veolia ES Solid Waste Midwest, LLC, a Wisconsin limited liability company.

B. “**Household Unit**” shall mean each single family; two families, three families, or four family residential dwelling located within the legal boundary limits of the City. A single family dwelling shall be counted as one Household Unit, a two family dwelling shall be counted as two Household Units and a three family dwelling shall be counted as three Household Units, Etc. The City represents that the number of

Household Units and Commercial units receiving service under this agreement within the City as of the date hereof is 1362.

C. **“Recyclables”** shall mean recyclable materials limited to plastic, glass, cardboard, newspaper, tin and aluminum cans.

D. **“Solid Waste”** shall mean municipal solid waste materials generated in the normal and ordinary course by Household Units or Commercial Units within the City. The term “Solid Waste” specifically excludes special waste, hazardous waste or other types of materials which require special handling and disposal. Household Units and Commercial Units (electing service by Contractor hereunder) shall disposal of all Solid Waste in Contractor provided containers.

E. **“City”** shall mean the City of Waterloo, a Wisconsin municipality.

F. **“Commercial Units”** shall mean commercial establishments located within the City. Commercial Units shall not be subject to the exclusivity provision granted to Contractor hereunder.

2. **Term:** The term of this Contract shall be Three (3) year commencing January 1, 2009 (the “Commencement Date”) and terminating December 31, 2013. This Contract shall be renewed for additional terms of one (1) year unless either party provides the other party with written notice via certified mail, of its intent not to renew at least ninety (90) days prior to the expiration of the then current term.

3. **Exclusivity:** The City hereby grants to Contractor the exclusive right, and Contractor hereby accepts the obligation, to collect, transport and dispose of all Solid Waste and Recyclables generated by Household Units within the legal boundary limits of the City as its legal limits may be modified from time to time by annexation (collectively the “Collection Services”). No other private or public refuse collector shall be permitted by the City to provide Collection Services to Household Units within the legal boundary limits of the City during the term of this Contract. The City shall take all actions necessary to enforce this provision. Contractor shall, at its own expense, furnish personnel and equipment sufficient to accomplish the work herein described. Contractor shall establish and maintain collection routes in an efficient manner. Commercial Units shall not be subject to the exclusivity described herein. Commercial Units may engage

Contractor for the same service provided to a Household Unit at the rates set forth in Section 7 hereof. In the event a Commercial Unit requires additional services then Contractor and the Commercial Unit shall negotiate rates and terms agreeable to both parties and the Commercial Unit shall be billed directly by Contractor.

4. **Solid Waste and Recyclables Collection:** All Solid Waste and Recyclables subject to collection by Contractor hereunder, shall be placed in Contractor provided containers at curbside by the Household Unit or Commercial Unit. On collection day, Household Units and Commercial Units shall provide unobstructed access to the Solid Waste and Recyclables. Contractor shall be responsible for and shall clean up any Solid Waste and Recyclables spilled by Contractor in the course of its collection. The Household Unit or Commercial Unit shall be responsible for and shall clean up any Solid Waste and Recyclables spilled not as a result of Contractor's collection. Contractor shall supply City with flyers on an annual basis listing the scheduled dates of collection and City shall be responsible for distributing one flyer to each Household Unit and Commercial Unit that are serviced under the City agreement.

A. Residential and Commercial units shall be provided a 95 gallon trash container, by the contractor. The contractor supplied container will be serviced every, along with an additional item, up to one (1) yard, must be able to be lifted by one person.

B. Residential and Commercial units shall be provided a 95 gallon recycling container, by the contractor. Each container will be serviced every other week (EOW). Additional recycling is accepted at each recycling date. Additional recycling must be clearly recognizable as recycling, and containerized in clear plastic bags.

C. The Contractor will supply at no additional expense to the City the following locations: The Fire Station, The Police Station, City Hall, Library, City Parks, Wastewater Treatment Plant, and the Public Works building.

D. The unit count will be adjusted up or down accordingly on a semi-annual basis. The City will develop a listing of addresses to be serviced by the Contractor as part of this contract.

E. White goods, such as refrigerators, freezers, ovens, stoves, water heaters will be collected as a special call in service, at no additional charge.

F. Waste will be containerized in either the 95 gallon carts supplied or a resident owned container no greater than 30 gallons, weighing no more than 60 pounds, or will be placed out in plastic bags, said bags will be of a weight no more than 60 pounds.

G. Under this agreement, Contractor is not required to pick up and dispose of as part of the regular weekly services, building or demolition material, unless it is containerized for handling, either in the contractor supplied cart, or a residents personal container.

H. The recyclable items that will be collected under this agreement are as follows:

- Aluminum cans
- Corrugated Cardboard & other container board
- Glass containers (green, clear, and brown)
- Newspaper
- Steel, tin, and bi-metal cans
- Plastic containers, types 1-5, & 7
- Waste oil (must be in a leak proof container, no larger than 1 gallon)
- Lead acid car/truck batteries (must be in an undamaged casing)
- Magazines
- Advertising circulars (junk mail)
- Office paper
- Appliances (all white goods)
- Tires (2 tires per recycling week, maximum of 8 tires per year)

5. **Equipment and Time of Pickup:** Collection of Solid Waste shall occur every week and collection of Recyclables shall occur every week between 6:00 a.m. and 6:00 p.m. Contractor's equipment shall be clearly marked with Contractor's name and shall be utilized in a manner specified by the manufacturer of such equipment to minimize or to prevent the blowing or scattering onto the public streets or properties adjacent thereto. All containers furnished by Contractor for use by Household Units or Commercial Units, shall while in the possession and control of the Household Unit or Commercial Unit, remain the property of Contractor and neither the Household Unit, the Commercial Unit nor the City shall have any ownership rights to such containers. Household Units and Commercial Units shall use the containers only for the purposes

for which it is intended and shall not make any alterations or improvements to the containers. Household Units and Commercial Units shall be responsible for loss or damage to the containers in excess of ordinary wear and tear. In the event a Household Unit requests more than one container or a replacement container due to theft or damage beyond ordinary wear and tear.

6. **Disposal of Solid Waste:** Contractor shall deliver all Solid Waste and Recyclables collected pursuant to this Contract to a state approved facility for receipt of such materials. The facility designated by Contractor to receive Solid Waste shall be Deertrack Park Landfill, located at N6756 Waldmann Lane, Watertown, Wisconsin, which facility may be changed from time to time by Contractor in its sole discretion. The facility designated by Contractor to receive Recyclables shall be the Veolia ES Solid Waste Midwest, LLC facility located at 1215 Klement Street, Fort Atkinson, Wisconsin, which facility may be changed from time to time by Contractor in its sole discretion. The City shall not designate any facility for delivery of Solid Waste or Recyclables collected by Contractor hereunder. All current charges for disposal shall be incorporated in the rates for services provided and as such shall be the responsibility of the Contractor and shall be paid by the Contractor. In the event the cost of disposal increases, the rates hereunder shall be adjusted as provided in section 8 hereof.

7. **Rates:** The 2008 rate for collection and disposal of Solid Waste and Recyclables provided by Contractor to Household Units hereunder shall be \$8.29 per Household Unit per month for weekly Solid Waste service and \$3.18 per unit for EOW Recycling service.

8. **Rate Adjustments.** The rates set forth herein shall be increased annually on each anniversary date of this Contract to reflect 100% of the points change in the Consumer Price Index ("CPI") Midwest-- All Items as promulgated by the United States Bureau of Labor Statistics, or 4% whichever is the lesser.

The rates shall further be increased on a pro-rata basis to reflect any increased costs actually incurred by Contractor due to any change or interpretation in law, rule or regulation, which increases shall be evidenced by documentation provided by Contractor

to the City upon request. Contractor may petition the City for any other rate adjustments from time to time on the basis of unusual changes in its costs of doing business. In such event Contractor shall submit a written request for such rate adjustment, which request shall not be unreasonably denied and shall be effective from the date of Contractor's request to the City.

9. **Payment to Contractor:** Contractor shall submit invoices directly to the City on a monthly basis for its services rendered hereunder. The City shall pay Contractor the full amount invoiced, regardless of the amount actually collected by City from the Household Units and Commercial Units, within 30 days of the date of the invoice.

10. **Service Issues:** The Contractor will answer complaints or questions from the public concerning service issues. As such Contractor shall provide a manned telephone answering service from 7:00 a.m. until 4:30 p.m. Monday through Friday, excluding holidays, for the purpose of receiving complaints and other calls regarding Collection Service provided by Contractor. The Contractor shall act upon all reasonable and valid complaints within twenty-four (24) hours of receipt of the complaint by Contractor.

11. **Licenses and Taxes:** The Contractor shall obtain and keep current all licenses and permits required by applicable law for the performance of the services contemplated herein.

12. **Indemnification and Insurance:** The Contractor shall indemnify and save harmless the City, its agents, servants and employees, from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, including reasonable attorney's fees to the extent caused by the negligence or willful misconduct of Contractor. Contractor shall carry the following types and minimum limits of insurance:

Bodily Injury	\$1,000,000
Accidental Death	\$1,000,000 per person per accident
Property Damage	\$1,000,000

Such policies may not be canceled without thirty (30) days written notice to the City and shall name City as an additional insured, evidence of which shall be provided in the form of insurance certificates to the City within fifteen (15) days after execution of this Contract.

13. **Independent Contractor:** Contractor is in all respects an independent contractor and is in no respect an agent, servant, or employee of the City.

14. **Legal Holidays:** The following legal holidays shall be observed by the Contractor ("Holiday"): New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If the collection day falls on Holiday, then Contractor shall provide Collection Services on the next business day following the Holiday.

15. **Force Majeure:** If, and to the extent that Contractor is precluded from performing its duties and obligations under this Contract as the result of an Act of God, authority of laws, strikes, lockouts, labor disputes, riots or other causes beyond its control (a "Force Majeure Event"), Contractor shall be excused to the extent that its performance continues to be precluded by such acts and shall not be considered in default.

16. **Amendments:** This Contract constitutes the entire agreement of the parties regarding the subject matter hereof and may be amended or modified only by written agreement signed by both parties.

17. **Notices:** All notices or other communication to be given hereunder shall be in writing and shall be deemed given when mailed by United States Certified Mail, addressed to:

If to the City:

Attn: City Manager CLERK / TREASURER

If to the Contractor:

Veolia ES Solid Waste Midwest, LLC

Attn: George DeVries

1215 Klement St

Ft Atkinson, WI 53538

With a copy to:

Veolia ES Solid Waste Midwest, LLC

Attn: General Counsel

125 South 84th Street, Suite 200

Milwaukee, WI 53214

18. **Default:** If either party breaches this Contract or defaults in the performance of any of the covenants or conditions contained herein for thirty (30) days after the other party has given the party breaching or defaulting written notice of such breach or default, unless a longer period of time is required to cure such breach or default and the party breaching or defaulting shall have commenced to cure such breach or default within said period and pursues diligently to the completion thereof, any nonbreaching or defaulting party may: (i) terminate this Contract as of any date which said other party may select provided it is at least ninety (90) days after the thirty (30) days in which the defaulting party has to cure or commence curing the breach or default; or (ii) pursue any other right or remedy to which it may be entitled through binding arbitration as provided herein. No remedy is intended to be exclusive of any other remedy but each and every such remedy shall be cumulative. Specifically excluded from both parties' right to any damages is incidental, consequential, indirect or punitive damages.

19. **Dispute Resolution.** The parties agree to participate in good faith to resolve any dispute, claim or controversy ("Disputes") arising out of or relating to this Contract. If the Dispute is not resolved by negotiation within a reasonably short time period, the matter will be submitted to the American Arbitration Association ("AAA"), or its successor, for mediation. The parties agree to participate in mediation in good faith,

and shall share equally in its costs. If the Dispute is not resolved through mediation, the parties agree that it shall be submitted to AAA, or its successor, for final and binding arbitration. The arbitration shall be administered by AAA pursuant to its Comprehensive Arbitration Rules and Procedures and shall apply the Rules of Commercial Arbitration. The party that does not prevail shall pay all costs of arbitration.

20. **Attorney's Fees:** In the event that either party find it necessary to commence an action against the other party to enforce any provisions of this Contract or because of a breach by the other party of any of the terms hereof, the prevailing party shall be entitled to recover from the other party, its reasonable attorney's fees, paralegal fees and other costs incurred in connection therewith, at both trial and appellate levels, including bankruptcy proceedings and the right to such reasonable attorney's fees, paralegal fees and costs shall be deemed to have accrued from the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

21. **Reporting:** The Contractor shall supply the City a written report detailing the volume (in tons) of solid waste and recyclable materials collected. Recyclable materials should be reported by category in a format compatible with the State of Wisconsin Recycling grant application. Reports shall be submitted on a quarterly basis and at such times as the City may request. The Contractor will also assist the City in any reporting required by the State of Wisconsin related to the Recycling grant program.

22. **Severability.** The parties agree in the event any single term of this agreement is found to be illegal or unenforceable, the remaining terms of the document shall be given full force and effect.

23. **Binding Agreement.** This agreement becomes binding on the City when executed by the City and acknowledged by the witness. This agreement becomes binding on the Contractor when executed by the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed on the day and year first above written.

THE CITY OF WATERLOO
A Municipal Corporation

BY Martin J. Hams
Its Clerk / Treasurer

ATTEST:

Raynelle M. Britzine

VEOLIA ES SOLID WASTE MIDWEST, LLC
BY [Signature]
Its General Manager