



136 North Monroe Street
Waterloo, WI 53594-1198
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**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 1, 2020
TIME: 6:00 p.m.
LOCATION: Municipal Building Council Chambers, 136 N. Monroe Street (in-person or remote)

REMOTE ACCESS DETAILS

Join Zoom Meeting: <https://us02web.zoom.us/j/87826419766?pwd=eG52Nm41Qm8wcl04OTNZUzdNbzRoQT09>
Meeting ID: 878 2641 9766
Passcode: 387857

Dial by your location

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

Meeting ID: 878 2641 9766

Passcode: 387857

1. CALL TO ORDER AND ROLL CALL
2. APPROVAL OF MEETING MINUTES – September 3, 2020 and all other unapproved minutes
3. CITIZEN INPUT / PUBLIC COMMENT
4. UNFINISHED BUSINESS
 - a. Review Of Herbicide, Pesticide & Insecticide Use
5. NEW BUSINESS
 - a. Hiring of Ryan Rostad As A Public Works Department Employee With The Start Date Of October 12th – Recommendation To City Council ***
 - b. Evaluating The Municipal Solid Waste Management System; Trash-Recycling Service Performance & Contract
6. FUTURE AGENDA ITEMS AND ANNOUNCEMENTS
 - a. Committee Calendar
 - b. November - Oversight Of Bid Process For Future Year Capital Purchases & Contract Services - 2021 Adams Street Road Reconstruction
7. ADJOURNMENT

Mo Hansen
Clerk/Treasurer

*** Also, on Council Agenda. See Council materials for documentation.
Committee Members: Petts, Schoenwetter and Rhynes

posted, e-mailed & distributed: 09/25/2020

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.

CITY OF WATERLOO PUBLIC WORKS & PROPERTY COMMITTEE
MEETING MINUTES: September 3, 2020

1. CALL TO ORDER AND ROLL CALL. Committee Chair Petts called the regular meeting to order at 6:00 p.m. meeting remotely. Committee members present Petts, Schoenwetter and Rhynes. Absent: none. Others attending: Mark Herbst; Public Works Director Chad Yerges; Utility Superintendent Barry Sorenson and Clerk/Treasurer Hansen.
2. APPROVAL OF MEETING MINUTES. MOTION: Moved by Schoenwetter, seconded by Rhynes to approve the August 6, 2020 meeting minutes. VOICE VOTE: Motion carried.
3. CITIZEN INPUT / PUBLIC COMMENT. None.
4. 2019-2020 PROJECT/PROGRAM UPDATES. DISCUSSION: Yerges said 2020 projects were done.
5. UNFINISHED BUSINESS
 - a. Review Of Herbicide, Pesticide & Insecticide Use. DISCUSSION: Rhynes said the Esplanade product just contained less glyphosate. Rhynes reviewed his conversation with the safety consultant and torching, adding some communities use torching. Yerges said he talked with the Mayor about the process of spraying chemicals. Rhynes said chemicals used are not safe for aquatic life. In response to a Petts question, Yerges said he may be done spraying for the year. Petts asked for more research over the winter months. Schoenwetter and Petts said getting advice was needed. Rhynes asked for a list of areas sprayed. Yerges said string trimming is done along the river. Petts said to start in January for the Spring. No action taken.
6. NEW BUSINESS
 - a. Veterans Memorial Park - Masonry Bid. DISCUSSION: Yerges said masonry at the Veterans Memorial Park needs to be re-done. He said he had one quote for \$14,000. The new pending purchasing policy was referenced by Rhynes, noting only one bid. Schoenwetter suggested approving a figure not to exceed \$14,000 with other quotes acquired. Rhynes requested pictures and additional bids. Yerges said a referral would likely move the project to 2021. MOTION: Moved by Schoenwetter, seconded Rhynes to refer the matter to the Finance Committee with a recommendation for the expense not to exceed \$14,700 along with the submittal of three bids and photos. VOICE VOTE: Motion carried.
 - b. Out-year Street Projects. DISCUSSION: The Committee reviewed the out-year plan. MOTION: Moved by Rhynes, seconded by Schoenwetter to approve the project updates as presented by the Public Works Director in the meeting material. VOICE VOTE: Motion carried.
 - c. Fall Tree Planting Project - BB Lot Counts 8/13/20 Report. DISCUSSION: Yerges updated the Committee on the 10-12 trees to plant in the fall, each at \$175/tree from McKay Nursery. No action taken.
 - d. Infrastructure On Adams Street From Polk Street To Leschinger Street With The Adams Street Upgrade – Barry Sorenson, Utility Superintendent. DISCUSSION: Utility Superintendent Sorenson made the case for expanding the scope of work with the municipal project costs moving from \$385,000 to over \$800,000. MOTION: Moved by Schoenwetter, seconded by Rhynes to direct Kunkel Engineering Group to proceed with design work using the Sorenson revised scope of work. VOICE VOTE: Motion carried with Petts abstaining.
7. FUTURE AGENDA ITEMS AND ANNOUNCEMENTS
 - a. Committee Calendar.
 - b. The Hiring of a DPW employee was discussed with a plan to bring a candidate to the Committee on October 1.
8. ADJOURNMENT. MOTION: Moved by Schoenwetter, seconded by Rhynes to adjourn. The time was approximately 6:55 pm. Motion carried



Attest:

Mo Hansen
Clerk/Treasurer

SOLID WASTE HANDLING AND RECYCLING AGREEMENT

This Contract is between the City of Waterloo (called "City") of 136 North Monroe Street, Waterloo, WI 53594, with a mailing address of 136 North Monroe Street, WI 53594, and Badgerland Disposal, LLC an LRS Company (called "Contractor") of 265 N. Janesville Street, Milton, Wisconsin 53563, with a mailing address of P.O. Box 458, Milton, WI 53563.

The parties agree as follows:

1. Term of Contract. This Contract shall commence on January 1, 2020 and will expire on December 31, 2026. This agreement shall automatically renew for two, two-year terms unless either party gives written notice of termination at least one hundred twenty (120) days prior to the termination of the then current term. Charges in any renewal term may be subject to adjustment.
2. Services. Contractor shall collect, transport, recycle and/or dispose of solid waste and recyclable materials for all household units within the Village.
3. Rates. Contractor shall provide weekly solid waste and bi-weekly recyclable collection over the term of the contract at the following rates:

City of Waterloo			
Badgerland Curbside Collection Services			
Monthly Per Unit Price Schedule			
Includes carts, weekly waste/refuse service, bi-weekly recycling service & bulk pickup 95 (or 65) gallon cart options			
Term	Waste	Recycle	Total
1/1/20 - 12/31/20	\$6.70	\$4.44	\$11.14
1/1/21 - 12/31/21	\$6.88	\$4.56	\$11.45
1/1/22 - 12/31/22	\$7.07	\$4.69	\$11.76
1/1/23 - 12/31/23	\$7.27	\$4.82	\$12.08
1/1/24 - 12/31/24	\$7.47	\$4.95	\$12.42
1/1/25 - 12/31/25	\$7.67	\$5.09	\$12.76
1/1/26 - 12/31/26	\$7.88	\$5.22	\$13.11

4. Approved Containers. Each residence will receive one (1) wheeled 95-gallon container for solid waste and one (1) wheeled 95-gallon container for recyclables by default. Residents will have the option to select 65-gallon containers instead, at the onset of service. All containers will remain the property of Contractor.
5. Placement of Containers. All items placed out for collection by residents must be at the curb by 6:00 a.m. on the designated collection day. All materials placed out for collection must be at least 3 feet from the curb or public right-of-way and the materials must be readily accessible to

the Contractor. The Contractor shall handle all carts, cans, and containers with reasonable care to avoid damage. In the event the Contractor cannot accept certain items, the Contractor will utilize a dedicated communication mechanism to inform the residents as to the reason why the material was not accepted. The Contractor shall be provided unobstructed access to the containers on the scheduled collection day.

6. Written Information. Contractor will provide each residence with written information and instructions for service, including an annual calendar showing the pick-up day for solid waste and recyclable collections, at no expense to the City.
7. Fuel Rebates or Fuel Surcharge. If on-highway diesel fuel decreases below \$2.50 per gallon, a fuel rebate will be issued per household according to schedule below. If diesel fuel rises above \$3.25 per gallon, a fuel surcharge will be added per household according to schedule below. Fuel pricing evidence will be based on national diesel fuel averages reported by the U.S. Department of Energy On-Highway Diesel Price Index.

Fuel Price		Refund	Fuel Price		Surcharge
\$ 2.00	\$ 2.04	\$ 0.18	\$ 3.25	\$ 3.29	\$ 0.02
\$ 2.05	\$ 2.09	\$ 0.16	\$ 3.30	\$ 3.34	\$ 0.04
\$ 2.10	\$ 2.14	\$ 0.13	\$ 3.35	\$ 3.39	\$ 0.06
\$ 2.15	\$ 2.19	\$ 0.12	\$ 3.40	\$ 3.44	\$ 0.08
\$ 2.20	\$ 2.24	\$ 0.10	\$ 3.45	\$ 3.49	\$ 0.10
\$ 2.25	\$ 2.29	\$ 0.09	\$ 3.50	\$ 3.54	\$ 0.12
\$ 2.30	\$ 2.34	\$ 0.06	\$ 3.55	\$ 3.59	\$ 0.14
\$ 2.35	\$ 2.39	\$ 0.04	\$ 3.60	\$ 3.64	\$ 0.16
\$ 2.40	\$ 2.44	\$ 0.03	\$ 3.65	\$ 3.69	\$ 0.18
\$ 2.45	\$ 2.49	\$ 0.01	\$ 3.70	\$ 3.74	\$ 0.20
\$ 2.50	\$ 2.54	N/A	\$ 3.75	\$ 3.79	\$ 0.22
\$ 2.55	\$ 2.59	N/A	\$ 3.80	\$ 3.84	\$ 0.24
\$ 2.60	\$ 2.64	N/A	\$ 3.85	\$ 3.89	\$ 0.26
\$ 2.65	\$ 2.69	N/A	\$ 3.90	\$ 3.94	\$ 0.28
\$ 2.70	\$ 2.74	N/A	\$ 3.95	\$ 3.99	\$ 0.30
\$ 2.75	\$ 2.79	N/A	\$ 4.00	\$ 4.04	\$ 0.32
\$ 2.80	\$ 2.84	N/A	\$ 4.05	\$ 4.09	\$ 0.34
\$ 2.85	\$ 2.89	N/A	\$ 4.10	\$ 4.14	\$ 0.36
\$ 2.90	\$ 2.94	N/A	\$ 4.15	\$ 4.19	\$ 0.38
\$ 2.95	\$ 2.99	N/A	\$ 4.20	\$ 4.24	\$ 0.40
\$ 3.00	\$ 3.04	N/A	\$ 4.25	\$ 4.29	\$ 0.42
\$ 3.05	\$ 3.09	N/A	\$ 4.30	\$ 4.34	\$ 0.44
\$ 3.10	\$ 3.14	N/A	\$ 4.35	\$ 4.39	\$ 0.46
\$ 3.15	\$ 3.19	N/A	\$ 4.40	\$ 4.44	\$ 0.48
\$ 3.20	\$ 3.24	N/A	\$ 4.45	\$ 4.49	\$ 0.50

8. Bulk Disposal. Bulk items such as furniture, tires, mattresses, etc shall be collected on a weekly basis at no additional charge to the residents. Badgerland will pick these items up weekly along with the trash pickup – this includes 1 large item per home, per week – at no additional charge.

Residents with the need to dispose of additional items can call Badgerland to make arrangements (any applicable fees, if warranted, will be transacted directly with the resident).

- a. White goods such as household appliances, ovens, water heaters, etc will be collected as a special call in service – at no additional charge.
- b. Electronics waste such as televisions, computers, monitors, etc will also be collected as a special call in service – at no additional charge. Badgerland will also collect these items from a central City drop off location if desired.

9. Commercial Containers. The contractor agrees to provide, at its own expense, commercial containers for use within the City in substitution for residential curbside collection at a discounted rate. These containers will be offered with different service levels and pricing including; once a month, every other week pickup and weekly collection. Pricing will depend on service frequency and container size. These containers shall remain the property of the contractor and the contractor will be responsible for the condition of the containers, but damage to the container outside of the contractor's control shall be the responsibility of the customer.

Contractor shall provide the following facilities to be used by the City, at its discretion, and shall remove solid waste and recycleable materials from such facilities at the expense of the contractor:

City Municipal Building - 136 N. Monroe Street
Karl Junginger Memorial Library - 625 N. Monroe Street
Public Works Department - 211 Hendricks Street
Fire Department - 900 Industrial Lane
Waterloo Utilities - 575 Commercial Ave
Waterloo Treatment Plant - 401 Hendricks Street
Firemen's Park - 500 Park Avenue
Waterloo Regional Trailhead - 760 McKay Way

10. Collection for Disabled Residents. Collection for disabled residents will be treated with special care walk-up service. Carts must be outside on collection day for qualified residents. To qualify as a disabled resident, one must: be unable to place containers at the curb, have no one to assist them, be certified by a physician as disabled.
11. Performance of Work. All collections will be made on time, as scheduled. All work will be performed in a workman-like manner (i.e., efficiently, safely, neatly) with special regard for the needs of City residents.
12. Types of Recyclables Collected. The recyclable items, which will be collected as part of this Contract, are as follows:
- a. Tin & Aluminum cans
 - b. Mixed Paper
 - c. Corrugated Cardboard & other Container Board
 - d. Glass (clear, brown and green)
 - e. Newspaper

- f. Plastic Containers – Types 1 through 7
- g. Magazines
- h. Advertising Circulars (junk mail)
- i. Office Paper
- j. Steel Containers
- k. Appliances (all white goods)

13. Effective Recycling Program. Complying with regulations and the Effective Recycling Program Report as required by the State of Wisconsin for an “Effective Recycling Program” will be the responsibility of the City. Contractor will provide City with reports of weights and types of recyclables collected and weights of solid waste collected. Contractor will assist the City with preparation of Recycling Grant applications.
14. Cooperation for State Programs. Contractor and the City agree to support each other in their attempts to obtain monies from the State of Wisconsin for the support of recycling related activities (for example: grants for the purchase of recycling equipment, additional grant money to cover the cost of shipping materials to markets, support of local industries which process and/or utilize recyclable material, etc.)
15. Change in Regulations. The City and the Contractor each recognize that County, State, and Federal legislation or regulation regarding solid waste recycling, collection, and disposal may change during the term of this Contract. If any of the recyclable items set forth in section 12 above are declared toxic or hazardous waste by a political entity, Contractor’s obligation to collect such items shall end.
16. Cancellation of Contract. Either party may cancel the Contract in case of breach. The moving party must notify the breaching party and allow ninety (90) days to correct the breach. If the breach is not cured within ninety (90) days, the offended party may, but is not required to, elect to have the contract terminated, forthwith.
17. Complaints. Complaints shall be directed to the Contractor and the Contractor will address said complaints. Contractor agrees to log all complaint calls and make this log available to the City upon their request. Said log will list date, address, name of person issuing complaint, nature of complaint, and how the complaint was resolved. Contractor agrees to respond in a reasonable and professional fashion to customer complaints.
18. Contractor Is Independent Contractor. Contractor is an independent contractor and is not an agent or employee of the City. Contractor shall comply with all Federal, State, and local laws regarding income tax withholding, FICA, unemployment compensation and worker’s compensation insurance.
19. Exclusivity. This Contract is an exclusive contract between the City and Contractor. All residences within the City must participate in the City solid waste and recycling handling program. Non-residences (commercial units) in the City of Waterloo have the option to use this program.

20. Assignability. This Contract may be assignable by the Contractor in whole or in part with notification to the City.
21. Disposal Facility. Contractor agrees to transport solid waste collected in the City pursuant to this Contract to an approved disposal or transfer facility.
22. Compliance with Laws. Contractor shall at all times comply with all laws, ordinances, and regulations of the City, County, and the State of Wisconsin at any time applicable to the Contractor's operations under the Contract.
23. Contractor's License. Contractor shall at all times be properly licensed by all required regulatory agencies.
24. Indemnity. Contractor shall hold the City harmless from and indemnify the City for any cost of defending any and all claims made against the City and relating to the Contractor's performance of services under this Contract.
25. Insurance. Contractor shall carry insurance insuring the collection service as follows:
 - A. Worker's Compensation. Contractor shall carry in a company authorized under the laws of the State of Wisconsin a policy to protect himself against liability under the Worker's Compensation Statutes of the State of Wisconsin.
 - B. Automobile Liability Insurance. The Contractor shall carry in his own name a policy under a comprehensive form to insure the entire automobile liability of his operations with the limits of not less than \$1,000,000 each person and \$2,000,000 for each accident bodily injury liability, and \$500,000 each accident for property damage liability.
 - C. General Liability. The Contractor shall carry in his own name a comprehensive liability policy for his operations other than automobile with limits of not less than \$1,000,000 each person and \$2,000,000 for each accident bodily injury liability and \$500,000 each accident for property damage liability.
 - D. The Contractor will place on file with the City certificates of insurance provided by the insurance carrier or carriers writing insurance coverage and types of insurance required in the paragraph are currently in effect at all times during the term of this Contract. As terms of coverage expire or if Contractor changes insurance companies, the Contractor shall provide a replacement certificate of insurance to that the City is assured at all times that the Contractor has the requisite insurance coverage called for herein and that such coverages are always in effect. All such certificates of insurance shall be placed on file in the office of the City Clerk and name the City as an additional insured.

26. Governing Law. This Contract shall be governed by the laws of the State of Wisconsin.

27. Definitions. The following terms and definitions shall apply in the interpretation of this contract:

- a. "Approved Container" shall mean the Solid Waste and Recyclable carts provided by the contractor.
- b. "Commercial Units" shall mean commercial establishments located within the City. Commercial units may receive the same service as a household unit. If additional services are needed by the Commercial Unit, they will separately contract such service as their own expense.
- c. "Contractor" shall mean Badgerland Disposal, LLC, a Wisconsin Limited Liability company.
- d. "Household Unit" shall mean all residential dwelling units up to four units within the City, such that a single-family dwelling shall be counted as one Household Unit, a two-family dwelling shall be counted as two Household Units and so on.
- e. "Multifamily Dwelling" units, businesses and industries shall not be included in this contract.
- f. "Recyclables" shall mean single stream recyclable materials set forth in section 12.
- g. "Solid Waste" shall mean municipal solid waste generated in the normal and ordinary course by Household Units within the City. The term "Solid Waste" excludes special waste, hazardous waste or other types of materials which require special handling and disposal. Household Units shall dispose of all solid waste in Approved Containers.

City of Waterloo

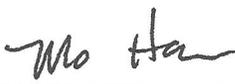
Badgerland Disposal, LLC an LRS Company

By: 

, Chairperson / Mayor

By: 

Kris Roesken,
Director of Business Development

By: 

MO HANSEN, City Clerk

Dated: October 18th 2019

12/18/2019