

# CITY OF WISCONSIN DELLS MEETING AGENDA

Meeting Description PUBLIC WORKS COMMITTEE

Date: MONDAY, MARCH 9, 2015 Time: 5:30PM

Location: MUNICIPAL BUILDING 300 LA CROSSE STREET, WISCONSIN DELLS, WI

		Committee Members	
		Ald. Dar Mor-Chair	Ald. Ed Wojnicz
		Mayor Brian Landers	Ald. Brian Holzem
<b>AGENDA ITEMS:</b>			
1	CALL MEETING TO ORDER AND ATTENDANCE		
2	APPROVAL OF THE MINUTES FROM THE FEBRUARY 9, 2015 PUBLIC WORKS MEETING		
3	DISCUSSION AND DECISION ON SOUTHFORK SEPTIC TANKS		
4	DISCUSSION AND DECISION ON OAK STREET PROJECT		
5	DISCUSSION AND DECISION ON PROPOSALS FOR RESTORATION OF WATER TOWER #2 LOCATED BEHIND PLATT'S GARAGE (WASHINGTON AVENUE)		
6	DISCUSSION AND DECISION ON RECYCLING CONTRACT		
7	CONVENE INTO CLOSED SESSION PURSUANT TO WISCONSIN STATE STATS 19.85(1) (e) & (g) FOR DELIBERATING OR NEGOTIATING THE PURCHASING OF PUBLIC PROPERTIES, THE INVESTING OF PUBLIC FUNDS, OR CONDUCTING OTHER SPECIFIED PUBLIC BUSINESS, WHENEVER COMPETITIVE OR BARGAINING REASONS REQUIRE A CLOSED SESSION AND CONFERRING WITH LEGAL COUNSEL FOR THE GOVERNMENTAL BODY WHO IS RENDERING ORAL OR WRITTEN ADVICE CONCERNING STRATEGY TO BE ADOPTED BY THE BODY WITH RESPECT TO LITIGATION IN WHICH IT IS OR IS LIKELY TO BECOME INVOLVED.		
8	RECONVENE INTO OPEN SESSION FOR DISCUSSION AND DECISION ON ITEM 7, IF APPLICABLE		
9	CONTINUED DISCUSSION AND ANY DECISIONS AS NEEDED ON LIST OF MAYOR'S COMMITTEE GOALS: <ul style="list-style-type: none"> <li>• INVESTIGATE AND IMPLEMENT A MUTUALLY BENEFICIAL CONNECTING HIGHWAY AGREEMENT WITH WIDOT TO ALLOW SIDEWALK EXPANSION AND RIGHT OF WAY MANAGEMENT OF BROADWAY</li> <li>• DEVELOP A LONG-TERM PLAN FOR TRAFFIC SAFETY AND ROUTING FOR THE EXPECTED COMMERCIAL GROWTH OF HWY. 13, TO ALLEVIATE CONGESTION OF LOCAL STREETS</li> <li>• PROVIDE INFRASTRUCTURE SUPPORT IDEAS TO INCENTIVE SENIOR HOUSING AND SINGLE FAMILY HOUSING DEVELOPMENTS IN THE CITY</li> </ul>		
10	ANY OTHER ITEMS FOR REFERRAL TO FUTURE MEETING		
11	FUTURE PUBLIC WORKS MEETING (Scheduled for Monday, April 13, 2015 @ 5:30pm)		
12	ADJOURNMENT		
<p><b>Open Meetings Notice:</b> If this meeting is attended by one or more members of the Common Council who are not members of this committee, their attendance may create a quorum of another city commission, board or committee under the Wisconsin Open Meetings Law; However, no formal action will be taken by any governmental body at the above stated meeting other than the body, committee, commission, or board identified in this meeting notice. Please be advised that upon reasonable notice, the City of Wisconsin Dells will furnish appropriate auxiliary aids and services to afford individuals with disabilities an equal opportunity to participate in meeting activities.</p>			
ALDERPERSON DAR MOR, CHAIRPERSON		DISTRIBUTED MARCH 6, 2015	

**Chris Tollaksen**

---

**From:** Wayne [wayne.518@hotmail.com]  
**Sent:** Thursday, March 05, 2015 9:37 AM  
**To:** Chris Tollaksen  
**Subject:** Southfork annexation

To whom it may concern:

Southfork campground is annexing into the city of Wisconsin Dells and intends to hookup to city water & sewer. Southfork operated as a campground for a number of years using 4 holding tanks and would request permission to continue using these tanks during the initial develop. This would allow for a possible opening date of July 2015. Thank you for consideration.

Respectfully,  
Wayne, Rhonda & Kristin

Sent from my iPad

## Chris Tollaksen

---

**From:** Wayne [wayne.518@hotmail.com]  
**Sent:** Thursday, March 05, 2015 11:44 AM  
**To:** Chris Tollaksen  
**Subject:** Re: Southfork annexation

Correct

Sent from my iPad

> On Mar 5, 2015, at 12:43 PM, Chris Tollaksen <[ctollaksen@dellscitygov.com](mailto:ctollaksen@dellscitygov.com)> wrote:

>  
> I think so, as your request is really just to utilize the tanks for closer to 6 months.

>  
> -----Original Message-----

> From: Wayne [<mailto:wayne.518@hotmail.com>]  
> Sent: Thursday, March 05, 2015 11:42 AM  
> To: Chris Tollaksen  
> Subject: Re: Southfork annexation

>  
> Just to clarify, the campground will be closed Nov to April. Don't know if that distinction helps.

>  
> Sent from my iPad

>> On Mar 5, 2015, at 12:39 PM, Chris Tollaksen <[ctollaksen@dellscitygov.com](mailto:ctollaksen@dellscitygov.com)> wrote:

>>  
>> So the request is to allow use of the holding tanks for 1 year.

>>  
>> Thanks.

>>  
>> Chris Tollaksen  
>> City Planner/Zoning Administrator  
>> City of Wis. Dells  
>> (608) 253-2542  
>> Fax (608) 254-8904

>>  
>>  
>>  
>>  
>> -----Original Message-----

>> From: Wayne [<mailto:wayne.518@hotmail.com>]  
>> Sent: Thursday, March 05, 2015 11:38 AM  
>> To: Chris Tollaksen  
>> Subject: Re: Southfork annexation

>>  
>> I would anticipate that work on the construction of the campground lift station and connection to city would begin in November 2015 with a completion date early spring (April) 2016.

>>  
>> Sent from my iPad

>>> On Mar 5, 2015, at 12:17 PM, Chris Tollaksen <[ctollaksen@dellscitygov.com](mailto:ctollaksen@dellscitygov.com)> wrote:

>>>  
>>> Wayne,

>>> The City may like to put an end date on the use of the tanks.  
>>> What would be acceptable to you?

>>>

>>> -----Original Message-----

>>> From: Wayne [<mailto:wayne.518@hotmail.com>]

>>> Sent: Thursday, March 05, 2015 9:37 AM

>>> To: Chris Tollaksen

>>> Subject: Southfork annexation

>>>

>>> To whom it may concern:

>>>

>>> Southfork campground is annexing into the city of Wisconsin Dells and intends to hookup to city water & sewer. Southfork operated as a campground for a number of years using 4 holding tanks and would request permission to continue using these tanks during the initial develop. This would allow for a possible opening date of July 2015.

>>> Thank you for consideration.

>>>

>>> Respectfully,

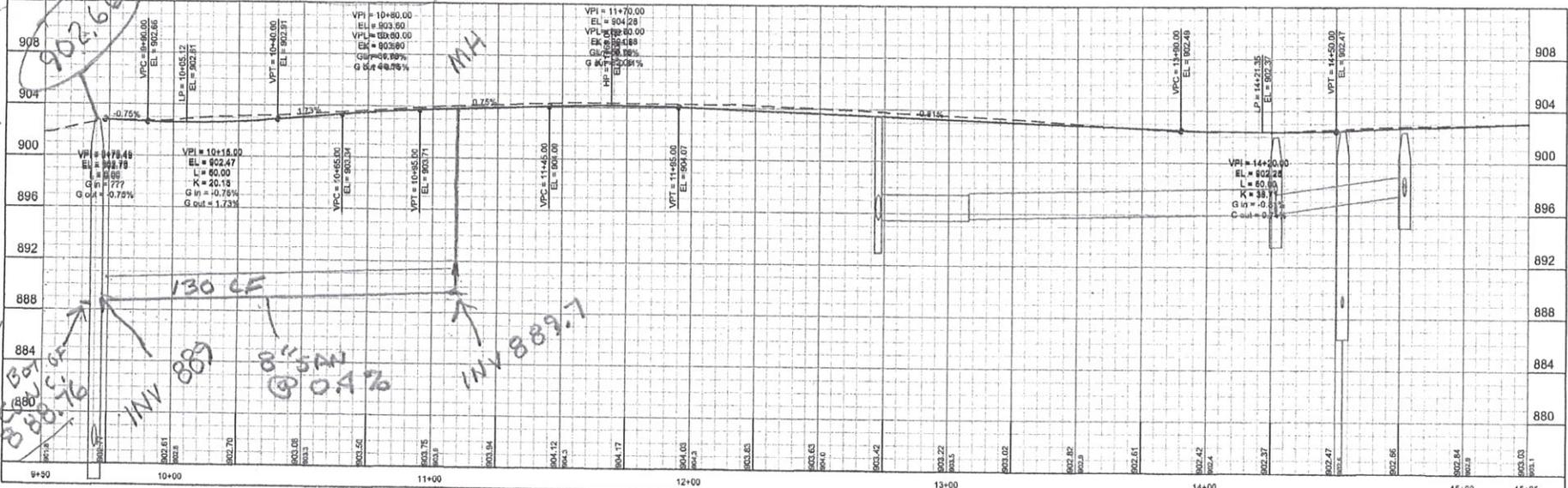
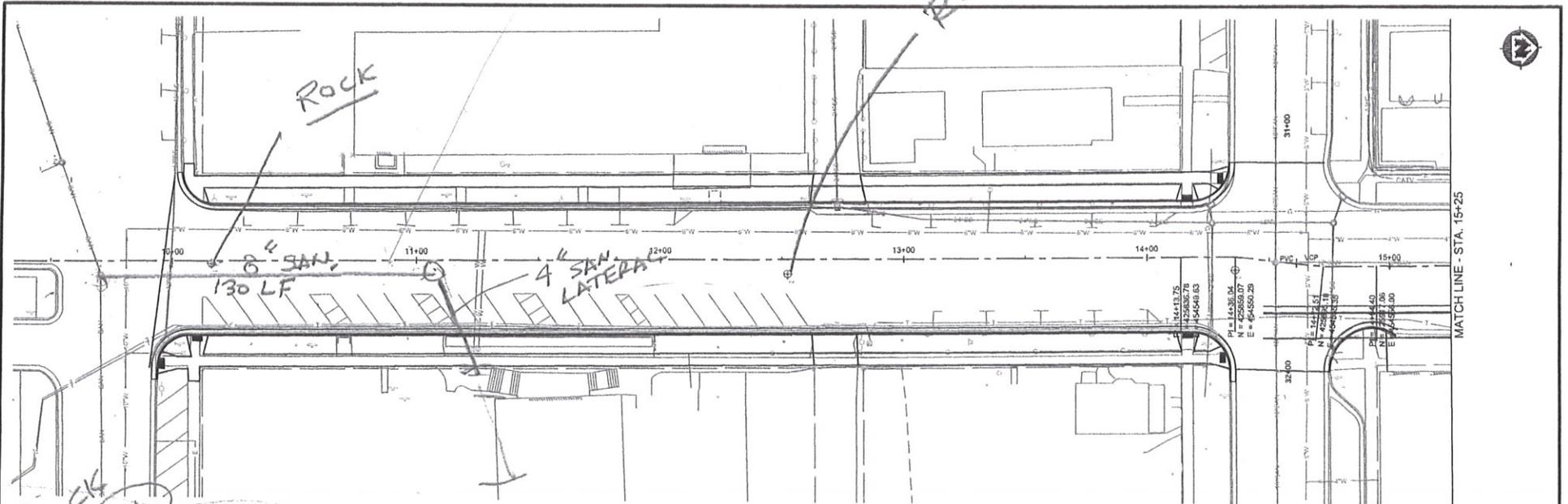
>>> Wayne, Rhonda & Kristin

>>>

>>>

>>> Sent from my iPad

Separate bid item!



13' TO DOWN  
BOT C&G

CK  
902.66

MH

INV 889.7

PROJECT NO.: 000001	SCALE: AS SHOWN	RD: DATE	REVISION	BY
PROJECT DATE: MARCH 2013	DRAWN BY: KS	CHECKED BY:		
P.E.:	1218	CHECKED BY:		
POST DATE: 2/13/15	P:\data\900001\CADD\Construction Documents\000001 Oak Street 1.dwg			

OAK STREET - PLAN & PROFILE

2015 OAK STREET RECONSTRUCTION  
CITY OF WISCONSIN DELLS  
COLUMBIA COUNTY, WISCONSIN

FILE NO: 00085051  
SHEET: P1

ITEM 5

Contractor		Proposal Costs		
Lane Tank Co., Inc.		\$ 110,800.00		Recommendation
TMI Coatings, Inc.		\$ 192,000.00		
Classic Protective Coatings		\$ 437,950.00		
St. Germain Sandblasting		No Bid		

**SPECIFICATIONS FOR MAINTENANCE PAINTING AND MINOR REPAIR  
OF THE 200,000 GALLON ELEVATED WATER STORAGE TANK  
PLATTS TOWER  
CITY OF WISCONSIN DELLS, WISCONSIN**

**INTERIOR:**

Contractor shall provide pressure relief valves and assist in draining the tank. Contractor shall clean the tank of all mud, sediment and debris. The complete interior of the tank shall be sandblasted to a SSPC-SP10 grade near-white blast. The Contractor shall use a low dust abrasive such as coal slag or nickel slag. A 2 to 3 mil anchor pattern shall be obtained before any paint is applied. The inlet/outlet piping shall be temporarily sealed to prevent any abrasive, paint chips or other foreign material from entering the piping system.

Upon completion of sandblasting, the tank shall be thoroughly cleaned by the use of compressed air and vacuuming. A 2-coat plus a stripe coat epoxy paint system shall be applied. The first, or prime, coat shall be Tnemec Series N140 Pota Pox epoxy, or equal, applied 3 to 5 dry mils thick. The color shall be 1255 Beige. The Contractor shall brush all welds, lapped steel and sharp edges. A second, or finish, coat of Tnemec Series 141 Epoxoline, or equal, shall be applied 5 to 10 dry mils thick. The color shall be 15BL Tank White. The Contractor shall brush all welds, lapped steel and sharp edges. Contractor shall obtain Wisconsin DNR approval for the wet interior coating and file with the Utility before any paint is applied.

**EXTERIOR:**

The complete tank exterior shall be power washed to remove dust, dirt, mold and mildew. The tank shall be spot-prepared to a SSPC-SP2 grade spot-preparation. The spot-prepared areas on the roof, sides of the tank, bowl and riser pipe shall receive a spot-coat of Ameron Amerlock rust-penetrating epoxy sealer, 1 to 1-1/2 dry mils thick. The spot-prepared areas on the legs and struts along with the spot-sealed areas shall receive a spot-prime coat of Diamond Vogel Iron Prime 600 primer, 2 to 4 dry mils thick. The entire tank shall receive a full intermediate coat of Diamond Vogel alkyd aluminum, LB2405, 1 to 1-1/2 dry mils thick. The entire tank shall receive a full finish coat of Diamond Vogel alkyd aluminum, LB2405, 1 to 1-1/2 dry mils thick. The current lettering shall be repainted in the same size, shape and location as presently existing.

**ADDITIONAL WORK:**

Contractor shall remove the existing approximately 14" x 18" pressure manway at the base of the riser pipe. Contractor shall seal this location by welding, inside and outside, 1/4" steel plate curved to match the existing riser pipe. Contractor shall install by welding a new 24" round pressure manway approximately 3 ft. above the base of the riser pipe.

Contractor shall remove the existing abandoned floor drain at the base of the riser pipe. The holes in the floor and riser pipe will be patched by welding with 1/4" steel plate.

## **SPECIFICATIONS**

**200,000 Gallon Platts Tower  
Wisconsin Dells, Wisconsin**

### **ADDITIONAL WORK (continued):**

Contractor shall remove the existing roof vent. Contractor shall supply and install by welding a new 12" diameter steel collar in the same location as the existing vent. The collar shall be welded on level to properly accommodate a new vent. Contractor shall supply and install a new aluminum frost-resistant vent by bolting to the new steel collar.

Contractor shall inspect the caulked exterior roof seams and re-caulk any areas where the caulk had loosened or is missing.

Contractor shall caulk with a high quality NSF approved caulk, such as SikaFlex I-A, the gaps in the interior roof-to-side wall joint.

### **DISINFECTION:**

After interior paint has fully cured, but not before seven days have elapsed after the final coat has been applied, the Contractor shall disinfect the tank in accordance with AWWA Standard C652-02. The Owner shall be responsible for taking two consecutive water samples taken 24 hours apart. If these bacteriological samples come back positive, the Contractor shall be responsible for re-disinfection of the tank until safe samples are obtained.

### **INSPECTION/QUALITY:**

All paint shall be applied in uniform coats, free from runs and sags and in strict conformance with AWWA standards and manufacturer's recommendations pertaining to heat, humidity, mil thickness, re-coat time, thinning, etc.

The Contractor shall use compressors with after coolers/air dryers to bring the compressed air used for sandblasting to within 5 degrees of ambient air temperature and remove excessive moisture from the blast stream.

The Utility and/or its representatives may inspect at any time job progress, surface preparation, paint application, mil thickness, anchor pattern, substrate cleanliness, materials, etc. If any deficiency is found, the Contractor shall remedy at their own expense. Any re-work shall not affect completion time.

Contractor shall have been in business for more than five years and have completed ten or more projects of similar size and importance to the customer's satisfaction.

The Utility shall be responsible for hauling spent abrasive and garbage accumulated from the project. The Contractor shall leave the site in pre-project condition.

**SPECIFICATIONS**  
**200,000 Gallon Platts Tower**  
**Wisconsin Dells, Wisconsin**

**TIME OF COMPLETION:**

The elevated water storage tank shall be painted in the 2015 painting season. Once the tank is drained, the Contractor shall work diligently seven days a week to minimize tank downtime. The tank shall not be out of service for more than 40 calendar days including cure and disinfection time. For every day after the initial 40 days the work is not complete, the Contractor shall pay the Utility \$500 per day in the form of liquidated damages until the work is complete. The Utility may waive or grant an extension of time at its discretion due to weather or other uncontrollable circumstances.

**INSURANCE:**

Before any work is started, the Contractor shall submit and file with the Utility a certificate of insurance showing the following coverage:

Comprehensive General Liability Insurance:

\$2,000,000 Bodily Injury-General Liability & Automobile  
\$2,000,000 Property Damage-Other than Automobile  
\$1,000,000 per accident-Property Damage & Automobile

Products:

\$1,000,000 Completed Operations Aggregate Limit

Excess Liability:

\$5,000,000 Umbrella Coverage

Worker's Compensation: Statutory

This policy shall cover all owned, hired or rented motor vehicles used in work performed by Contractor under this agreement.

**WARRANTY:**

The Contractor shall warrant all application and workmanship for a period of one year from completion. If any failures occur, the Contractor shall remedy at their own expense.



# LANE TANK CO., INC.

WATER TOWER PAINTING & REPAIR - INSPECTIONS

P.O. BOX 500 • MENOMONIE, WISCONSIN 54751

OFFICE: 715-235-3110 • FAX: 715-235-5385

MATT FISHER - OWNER • NACE INSPECTOR NO. 366606 • CELL 715-308-9665

## INSPECTION REPORT ELEVATED WATER STORAGE TANK - MULTIPLE LEG TANK

Tank Information		
Tank Owner (Municipality) Name CITY OF WISCONSIN DELLS		Facility Identifier FID# 11101134
Tank Location: Address PLATTS TOWER	City/State WISCONSIN DELLS, WI	Zip Code 53965
Tank Owner (Municipality) Contact and Title Scott Holzem		Tank Owner (Municipality) Phone Number 608-432-1364
Constructed By (Company Name) CHICAGO BRIDGE & IRON		Construction Date 1930
Tank Capacity 200,000 GALLON	Tank Height Approx. 75 ft. to BCL	Type of Tank LATTICE LEG, RIVETED
Inspection Information		
Inspection Date 11/3/2014	Type of Inspection Complete drain	
Inspector's Name Matthew Fisher	Inspector's Signature <i>Matthew Fisher</i>	
Municipal Official Signature <i>[Signature]</i>	Municipal Title Director of PWS	Date 12/16/2014

Part I. Structural Information			
Foundation Condition			
<input type="checkbox"/> Signs of Settlement	<input type="checkbox"/> Anchor Bolts Deteriorating	<input type="checkbox"/> Grout Deteriorating	
<input type="checkbox"/> Shrubs, Trees or Branches Encroaching	<input type="checkbox"/> Concrete Spalled, Cracked, Deteriorating		
Comments:			
Splash Pad/Rip Rap/Storm Sewer <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Overflow Pipe Size 6 inch	Overflow Pipe Screened <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Screen Size #18
<input checked="" type="checkbox"/> Valve Vault <input type="checkbox"/> Vault Pit <input type="checkbox"/> N/A	Pit General Condition <input checked="" type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor	Pit Dry <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Cover Over Pit <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Heated Building <input type="checkbox"/> Yes <input type="checkbox"/> No	Condition of Pipes in the Pit <input checked="" type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor	Accommodations for Sample Tap <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Sample Tap <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Comments:		
Riser Piping			
Type: 4 ft diameter wet riser	Comments: (Any failures or problems explained here) Possible pin hole leak approx. 24 ft. up		
Riser Pipe Condition <input checked="" type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor	Comments: (Any failures or problems explained here)		
Footers <input checked="" type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor	Cracking <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Settling <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Deterioration <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Spalling <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Concerns: Couple of small/minor cracks that have not progressed since the last inspection.			

Mold or Mildew - (mold or mildew growth does not affect coating performance, it is only an aesthetic concern)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, describe:
Miscellaneous	
Other problems discovered during exterior inspection? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Comments (Any failures or problems explained here)

**Part II. Interior**

Interior Access Hatch and Manways			
Raised 4" or more <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Cover Secure <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pressure Hatches <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Cover Overlap Frame <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Comments (Any failures or problems explained here)			

**Wet Interior Information**

Circulation Pump <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Pump Type:	Pump in Working Order <input type="checkbox"/> Yes <input type="checkbox"/> No
Cathodic Protection <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Cathodic Type	Date Last Evaluated
Condition at Time <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor	Ladders <input type="checkbox"/> Yes <input type="checkbox"/> No	Ladder Condition <input type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor
Amount of Sediment Approx. 5 gallons	Capacity area Percentage Filled Approx. 5%	Removed as Part of Inspection <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Foreign Material Found in Tank <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Comments (Any failures or problems explained here)	

**Miscellaneous**

Other problems discovered during wet interior inspection? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Comments (Any failures or problems explained here)
--	--

**Wet Interior Coating Information**

Type of coating: (if known) Epoxy	Date of last coating: (if known) 1987
Riser Pipe Condition <input type="checkbox"/> Good <input checked="" type="checkbox"/> Fair <input type="checkbox"/> Poor	Failures (including size and percentage) Dozens of small blisters
Bowl <input checked="" type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor	Failures (including size and percentage)
Sides of Tank Below Water Line <input type="checkbox"/> Good <input checked="" type="checkbox"/> Fair <input type="checkbox"/> Poor	Failures (including size and percentage) Dozens of small blister and 1 larger area
Sides of Tank Above Water Line <input checked="" type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor	Failures (including size and percentage)
Roof or Dome <input checked="" type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor	Failures (including size and percentage) Some blistering on the beamwork and lapped steel

**Recommendations**

The overflow pipe at the base of the SE leg is connected to another 6-inch pipe that is buried underground for approximately 40 feet and terminates downhill at ground level, screened with #18 mesh screen. Current codes require that overflow pipes discharge a minimum 12 inches above ground. Codes also require that, if an overflow discharges into a pipe that is buried for a long distance, there must be a gap, or air break, at the base of the tower leg. As discussed at the inspection, the Utility should consider installing a catch basin at the base of the overflow leg. The pipe leaving the catch basin could be routed downhill and under the driveway to help prevent flooding the baseball field below the tower. The overflow pipe would be screened and angled to spill into the catch basin.

Continued

## RECOMMENDATIONS (continued):

The existing roof vent is adequately screened, however the next time the tank is down for maintenance the Utility should consider updating to a new, maintenance-free, frost-resistant vent. These new DNR compliant vents are equipped with multiple screen pallets where in the case of one screen freezing up, the other one can open to allow the tank to still vent which can minimize the chance of damage to the tower in the event of fast drawdown in cold temperatures.

The wet interior epoxy coating is going on 27 years old. As noted in the report 5 years ago, there is some peeling/blistering on the roof support beams. The spider rod system is also showing a lot of corrosion with some minor pitting. There are also many small quarter-sized blisters beginning to show below the waterline and one large area of blistering, also with some minor pitting. The 5-ft. wet riser was found to have a lot of small blisters with some pitting noted. The epoxy coating prior to the last re-painting was neglected and a lot of pitting occurred. Many of the current failures are beginning to occur in those existing pits. The Utility should be planning to completely sandblast and install a new epoxy paint system in the next 1 to 2 years.

While the tank is down for maintenance painting, a new 24-inch wet interior pressure manway should be installed approximately 3 feet up from the base of the wet riser. The existing, approximately 15" x 18" pressure manway would be removed and permanently sealed by welding steel plate in its place to match the existing wet riser sides. This modification should be done to allow for safer access to the base of the wet riser during maintenance operations.

Also noted in the last inspection report was a possible small leak on a seam of the wet riser approximately 24 ft. off the ground. Currently it did not appear to be leaking but it should be more closely inspected during the wet interior blasting process for possible pit repair.

Currently there is a 4-inch diameter pipe penetration just under the eaves of the tank, most likely once used as an overflow penetration. The pipe is screened, but it should be removed and sealed by welding during the wet interior re-painting.

Also at the time of painting, the few small gaps between the roof and side walls should be sealed by caulking with a high-quality NSF approved caulk.

The tank exterior was overcoated in 1997 with an alkyd aluminum paint system. There is currently many areas of blistering/corrosion showing on the legs, rivets and lapped steel. There is also some blistering and peeling occurring on the sides of the tank and roof. There is some graffiti on the SE side wall of the tank. The Utility should consider spot-repairing and over-coating the exterior at the same time as the wet interior re-painting before the existing coating breaks down to a point where it will not support another overcoat and would require more costly repairs.

CITY OF WISCONSIN DELLS

RECYCLING COLLECTION CONTRACT

PELLITTERI WASTE SYSTEMS, INC.

AGREEMENT

This Agreement made and entered into this March 5<sup>th</sup>, 2015, by and between the **City of Wisconsin Dells, Wisconsin**, hereinafter referred to as (the "City") and **Pellitteri Waste Systems, Inc.** hereinafter referred to as (the "Contractor.")

WITNESSETH THAT: In consideration of the premises and of the mutual promises, the parties hereto do mutually promise, covenant and agree as follows:

The Contractor hereby agrees to enter into a five (5) year Contract to furnish all labor, materials, and equipment called for in the "WISCONSIN DELLS RECYCLING COLLECTION CONTRACT" and shall perform all work necessary. By providing appropriate services as described in the accepted **Documents and Specifications (pg. 2-7)**, copy attached, which **Documents and Specifications (pg. 2-7)** are incorporated herein and made part of this Contract.

The Contractor acknowledges and agrees to having been fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the proper completion of this Contract, and that this information was secured by personal investigations.

The Contractor further agrees to begin work no later than April 1<sup>st</sup>, 2015 as outlined in the **Document and Specifications (pg. 2-7)** for this work and to continue service according to the **Document and Specifications (pg. 2-7)** for this work until March 31<sup>st</sup>, 2020. The Contractor agrees to fully comply with all federal and state laws and regulations and local ordinances of the City. In the event of termination of the Contract by the Contractor or by the City, the Contractor shall be entitled to receive payment only for the work actually performed.

The Contractor expressly warrants that no third party has been employed to solicit or obtain this Contract on Contractors behalf, or promised or agreed to pay to any third party.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals this \_\_\_ day of \_\_\_, 20\_\_.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Mayor/Authorized Officer

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Clerk

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Pellitteri Waste Systems, Inc.  
David A. Pellitteri, Vice President

## DOCUMENTS AND SPECIFICATIONS

The recycling waste collection services shall conform to all City ordinances regarding recyclables and the following specifications or better.

1. **COLLECTION VEHICLES** - Contractor is to furnish the necessary vehicles for the collection of recyclables in leak-proof vehicles provided with tops or coverings to guard against spillage, and shall conceal said contents from view; said vehicles to be kept covered or closed at all times except when being loaded or unloaded.
  
2. **DEFINITIONS**
  - A. Whenever the term "Recyclables" is used in these specifications, it shall be construed as the following: reference Exhibit "A" for Commercial Recycling materials. Reference Exhibit "B" for Residential Recycling materials. These materials are subject to change due to change in market and/or Wisconsin State Recycling Laws.
  
3. **HOLIDAY SCHEDULE** - For the purpose of this Agreement, the following holidays shall be deemed official holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a normal collection day then services for that week will be delayed by one (1) day for the remainder of the week. The City shall provide, at no cost to the Contractor, specific timely published notice to affected residents/businesses of any exceptions or changes in regular collection schedule due to holiday.  
  
If emergency service is needed after hours or on a holiday the Contractor will bill the City for a minimum of three (3) hours plus any disposal fees associated with the service. Emergency services can only be requested by Public Works Director or their assignee.
  
4. **RESIDENTIAL COLLECTION TIMES** - No collections shall be made before 7:00 a.m. or after 7:00 p.m., on designated collection day.
  
5. **CLEANLINESS** - In the collection of recyclables, the Contractor and its employees shall not place the same upon or suffer the same to be placed, or scattered upon any public place, or private street, alley, or drive and agrees to replace any receptacle, can or lid damaged by it or its employees and upon collection leave the premises in a neat and clean condition. If an unsightly or unsanitary condition results from an action of the Contractor, the Contractor shall respond within four (4) hours of the receipt to the satisfaction of the City. All trucks will be equipped with a broom and pan.
  
6. **CUSTOMER SERVICE STANDARDS** - All complaints received by the Contractor or City before 12:00 p.m. shall be resolved by 6:00 p.m. on the day the complaint was received. All complaints received after 12:00 p.m. shall be resolved before noon the next day.
  
7. **CUSTOMER SERVICE CENTER** - The Contractor will operate and maintain a Customer Service Center with the following minimum standards 1) open between hours of 8:00 a.m. and 4:30 p.m. Monday through Friday, during such time, all calls will be answered by a Customer Service Representative; 2) during all other times, calls to the Customer Service Center will be received by an answering service or machine; 3) the Contractor will implement procedures approved by the City whereby complaints can be received via fax and email before the start of the Contract.

- 8. PUBLICITY** - The Solid Waste Collection Contractor shall provide information promoting recycling and reduction of solid waste and adequate publicity to all residential dwelling units within the City as to the change-over of collection services prior to the initiation of said service. This publicity shall include, but not limited to, advertisement in local newspaper of general circulation; indicating the date of change-over, the day of collection, what items are collected and how they are to be stored, and the telephone number, and website of the Contractors office where questions can be handled as well as items and ways to recycle. Initially Contractor must provide a residential calendar and recycling guidelines to the customers through the City's utility billing mailing prior to April service. Such publicity shall be approved by the Public Works Department of the City prior to distribution and publication. The Contractor must provide annually at the end of November a residential calendar and recycling guidelines to the customers through the City's tax role mailing. This must also be approved by the City.
- 9. INSURANCE** - In addition to workers compensation insurance for any compensated employee, the Contractor shall carry general public liability insurance and auto liability insurance with limits of not less than one million dollars (\$1,000,000.00) for bodily injury including accidental death, to one person and not less than one million dollars (\$1,000,000.00) for each accident. The Contractor also shall provide property damage insurance with limits of not less than five hundred thousand dollars (\$500,000.00) for each accident. Before commencement of the term of this Contract, the Contractor shall provide the City with evidence of insurance consistent with the requirements specified above. The City of Wisconsin Dells shall be listed as co-insured party on general public liability policy. All insurance policies carried by the Contractor, required by conditions of the Contract shall bare an endorsement or shall have attached thereto a rider providing that in the event of cancelation of such policies for any reason whatsoever, the City shall be notified in writing by the carrier and the Contractor by mail at least fifteen (15) days prior to any such cancellation.
- 10. INDEMNITY** - The Contractor shall indemnify and hold the City, its appointed, hired and/or elected officers, agents, employees and designees, free and harmless from any and all costs, damages, claims, losses or expenses which may be incurred on account of damages, deaths, or injuries arising out of or related to work being performed by the Contractor under terms of any Contract entered into with the City or on account of enforcing provisions of the Contract against the Contractor or its agents or employees, including, but not limited by enumeration, reasonable attorney fees and court costs incurred by the City in defending against any claim or enforcing this provision.
- 11. LAWS** - The Contractor will be required to obtain all licenses and permits and comply with all ordinances provided in City Code of Ordinances to the extent that they are not inconsistent with the provisions of the Contract and specifications. The Contractor shall at all times comply with any rules and regulations issued by the State of Wisconsin, and supply copies of all licenses held to the City upon request.
- 12. VOLUME REPORT** - During the month of January each year, the Contractor shall issue a volume report to the City stating the volume of recyclables collected during the previous year in tons for both residential and commercial recycling, as well as maintaining an "open-book" policy of receipts and proof of "downstream" path for the recyclables.
- 13. FORCE MAJEURE** - Except for the obligation to pay for services rendered, neither party hereto shall be liable for its failure to perform hereunder due contingencies beyond its reasonable control

including, but not limited to, a Change in Law, strikes, riots, terrorism, war, fire or acts of God (“force majeure event”). If either party experiences a majeure event, it shall provide reasonably prompt notice to the other party, and keep the performance hereunder.

- 14. FREQUENCY OF COMPENSATION** - The City shall pay Contractor on a monthly basis for the services provided by the Contractor with any differences for extra services, increase in containers, and/or tonnage trued-up will be billed to and paid for by the City at the end of the calendar year. Should any extra services be deemed necessary per the direction of the Public Works Director or said office then such fees will be trued-up at the end of the calendar year. Payments shall be made by City within thirty (30) days after the receipt of invoice from Contractor.
- 15. CHARGABLE UNITS** - The number of chargeable units shall be determined by the City and the City compensation adjusted accordingly.
- 16. PROCEEDS** - The proceeds from sale of all recyclables collected within the City under the terms of this contract shall be the Contractors.
- 17. ADJUSTMENTS –**

1) The Contractor reserves the right to petition the City to pass-through increases in governmental tax, surcharge or other fees applicable to the services and equipment to be provided under this Agreement. Contractor may petition the City to pass-through other increases in the cost of providing services and equipment to the City, City reserves the right to deny such petitions.

**FUEL REBATE/SURCHARGE**

The City shall receive a fuel rebate of \$10.00 per service day for each \$.25 below \$3.00 per gallon for diesel fuel. Should the cost of diesel fuel exceed \$4.50 per gallon the Contractor shall initiate a fuel surcharge of \$10.00 per service day for each \$.25 over \$4.50 per gallon. The fuel surcharge is based on cost increase analyses of the national average price of diesel fuel as reported weekly by the Energy Information Administration of the U.S. Department of Energy (“EIA/DOE”) in its Weekly Retail On-Highway Diesel Price Index. You may view this information at [www.eia.doe.gov](http://www.eia.doe.gov).

\$2.50 to \$2.74 = \$20.00 Rebate per service day

\$2.75 to \$2.99 = \$10.00 Rebate per service day

\$3.00 to \$4.49 = N/A

\$4.50 to \$4.74 = \$10.00 Surcharge per service day

\$4.75 to \$4.99 = \$20.00 Surcharge per service day

\$5.00 to \$5.24 = \$30.00 Surcharge per service day

- 18. TYPE OF CONTRACT** - The parties may agree to extend the Contract prior to the expiration date.
- 19. REQUESTED SERVICES TO BE PROVIDED** - The Contractor shall have the responsibility to collect, haul, and properly dispose of all residential recyclable material between 7:00 a.m. and

7:00 p.m. Commercial Business container collection will start no sooner than 3:00 a.m. These materials will be collected in properly identified trucks. ("Properly identified trucks" means the name, addresses, and phone number of the Contractor and designated type of material being collected must be displayed on the vehicle.) All these services, vehicles, equipment, and collected materials, as described below, are to comply with Wisconsin Solid Waste Law and local City and County regulations.

- 1) **AUTOMATED RESIDENTIAL CARTS** – The City will pay a base rate for automated recycling collection, based upon the collection of one 95-gallon recycling cart per dwelling (including condominiums) within the corporate limits of Wisconsin Dells (Appendix "A"). Residents will have the option to choose a 35, 65, or 95-gallon cart for recycling.

The Contractor will be responsible for the distribution of carts to all dwellings in the City. The Contractor shall deliver requested size containers to all dwellings. The Contractor shall deliver requested size carts to all dwellings that returned the cart order form. If no cart order form was received Contractor shall deliver 95-gallon carts to those dwellings. The City will address, stamp, and mail the cart order forms so that the City is assured every household has an opportunity to order the correct size cart up front and with no extra fees. Contractor will provide a self-addressed envelope in the mailer and collect the responses. The cart order form needs to be mailed to Pellitteri with any requests by the date on the mailer. Any resident that requests a different sized cart after the date on the mailer, will be charged a \$25.00 cart swap-out fee and receive the requested size cart. This fee will be waived if residents bring their carts to the corporate office during normal business hours.

The cart should be returned to the Contractor in the same condition as the date of distribution, with reasonable wear and tear. The Contractor will replace any cart damaged through service at no cost. The resident will be responsible for any cart not damaged by the Contractor.

- 4) **RESIDENTIAL RECYCLING CURB COLLECTION** - There shall be bi-weekly collection of recycling from the curb (or alley where necessary) of the premises. The resident is required to place their cart in an accessible curbside position (within two (2) feet of the street not behind or within two (2) feet of parked cars, mail boxes, or other obstructions) before 7:00 a.m. on their collection day. If no recycling cart is curbside on scheduled service day, when the Contractor arrives for pickup, no recycling will be picked up for that week. Unless the Contractor gives the City or affected residents at least thirty (30) days advance notice, all collections, for any designated area, shall occur on the same day each week.

If resident has more recyclables than what will fit inside their recycling carts they may place extra recyclables in a clear, plastic bag that does not exceed 30-gallons or 50 pounds at no additional charge. Bags must be accompanied by the resident's cart.

- 5) **COMMERCIAL BUSINESS CONTAINERS** – Contractor will provide "Pellitteri" branded 2, 4, 6, and 8 yard front load containers to Commercial Business accounts to replace rear load containers for the collection of recycling. The minimum container size for Commercial accounts will be a 65-gallon cart or 95-gallon cart and

will be limited to the guidelines of the residential program. If Commercial account uses carts it will be limited to two (2) recycling carts per business. Containers will be new or like new for initial conversion from rear load containers to front load containers. Once conversion is complete Contractor is allowed to use refurbished or cleaned containers that are in good condition. Contractor reserves the right to adjust, if necessary, the correct number, size, location and frequency of container(s) for commercial accounts based on waste flow to maintain efficiencies. If the correct container program cannot be agreed upon between Contractor and Commercial Business account holder the issue will be brought to the Public Works Department for review and the Public Works Department will make the final decision on the container program for the account.

Contractor shall coordinate the container switch from rear load containers to front load containers. Public Works Department will approve and support of the plan.

**7) COMMERCIAL BUSINESS RECYCLING COLLECTION** – Minimum recycling service level for Commercial Businesses will be one (1) 65-gallon cart picked up one (1) time bi-weekly with the residential recycling service. If Commercial Business does not generate enough waste to justify a 2 yard container a maximum of two (2) carts will be provided and those carts will be limited to being picked up one (1) time bi-weekly with the residential service.

Maximum recycling service level for Commercial Businesses will be 24 yards picked up two (2) times a week April through September and one (1) time a week October through March. If there is limited container space then the maximum Commercial Business service level will be limited to two (2) of the largest serviceable front load containers serviced two (2) times a week April through September and one (1) time a week October through March. It is understood that businesses sometimes have inflation in solid waste production. Extra recycling will be picked up for no charge only if the container is full and the following criteria are met:

- A. Material is properly prepared and free of contamination. Recyclable material must be bundled and/or bagged in a translucent or clear plastic bag and set next to the container. Bundles and bags must not weigh more than 50 pounds each.
- B. The level of service does not exceed the maximum Commercial Business service level. If a Commercial Business is exceeding the maximum commercial recycling service level then Commercial Business does not qualify for this public service and will be required to Contract privately.

When container is unserviceable Contractor will make a second attempt to service the stop once more on the same service day. If the stop is still unserviceable the container will be serviced on the next scheduled day.

## **20. PRICE FOR REQUIRED SERVICES**

**1)PART "A" RESIDENTAIL COLLECTION** – For a five (5) year Contract beginning April

1, 2015 through March 31, 2020, provide a bulk price for bi-weekly Residential Recyclables Collection. Current number of Residential Dwelling Units = **850**

Five (5) Year Contract, Bi-Weekly at the Unit Cost:  
**\$1.42** Per Month for Residential Recycling

Contractor reserves the right to take a 2% annual increase each subsequent year.

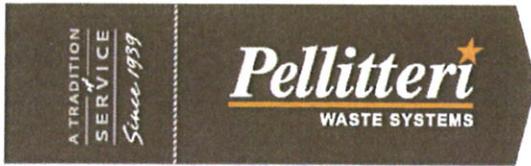
**2)PART "B" COMMERCIAL COLLECTION-** For a five (5) year Contract beginning April 1, 2015 through March 31, 2020, provide a monthly price for once a week collection of recyclables for six (6) months of the year beginning October 1<sup>st</sup> through March 31<sup>st</sup>, and there shall be a twice a week collection of recyclables for six (6) months out of the year beginning April 1<sup>st</sup> through September 30<sup>th</sup>. Number of Commercial Containers = **143**

Contractor shall perform the outlined Commercial Recycling program for the City at a base rate of \$64,200.00 per year (based on the current 143 containers). There will be no charges for additional tons. There shall be a container fee of \$10.00 per container per month for every additional commercial container over the number above. Contractual payments will be made over 12 equal monthly installments.

Contractor reserves the right to take a 2% annual increase each subsequent year.

**Addendum to City Contract with Pellitteri Waste Systems, Inc.**

1. **INDEPENDENT CONTRACTOR RELATIONSHIP.** The Contractor is an independent Contractor and is not an employee, servant, agent, partner or joint venture of the City. The City shall determine the work to be done by the Contractor, but the Contractor shall determine the legal means by which it accomplishes that work. The City is not responsible for the withholding, and shall not withhold, FICA or taxes of any kind from any payments which it owes the Contractor. Neither the Contractor nor its employees shall be entitled to receive any benefits which employees of the City are entitled to receive and shall not be entitled to workers compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing, or social security on account of their work for the City.
2. **EMPLOYEES OF CONTRACTOR.** The Contractor shall be solely responsible for paying its employees. The Contractor shall be solely responsible for FICA and other taxes, workers compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing and other benefits for the Contractor and its employees, servants, and agents.
3. **INSURANCE.** The Contractor shall furnish the City with current certificates of coverage of the Contractor, and proof of payment by the Contractor, for workers compensation insurance, general liability insurance, motor vehicle insurance and such other insurance as the City may require from time to time. The Contractor shall maintain all such insurance coverage and shall furnish the City with certificates of renewal coverage and proofs of premium payments.
4. **RISK; INDEMNIFICATION.** The Contractor shall perform the work at its own risk. The Contractor assumes all responsibility for the condition of tools, equipment, material and job site. The Contractor shall indemnify and hold harmless the City from any claim, demand, loss, liability, damage or expense arising in any way from the Contractors work.
5. **LAW.** This Agreement shall be governed and construed in accordance with Wisconsin state law. Venue for any disputes shall be the Circuit Court for Columbia County.



## EXHIBIT "A"

# RECYCLING INFORMATION

**RECYCLING Information** – All recyclables should be put into your all-in-one recycling dumpster

### EXPANDED *Paper* RECYCLING

- Cardboard (empty)
- Catalogs, magazines & phone books
- Cereal & cracker boxes (empty)
- Computer & office paper
- Envelopes & junk mail
- Holiday gift wrapping paper (no foils)
- Newspapers
- Paper egg cartons
- Paper grocery bags
- Paper milk and juice cartons or boxes
- Pizza boxes (no food or grease)

### EXPANDED *Plastic* RECYCLING

- All plastic bottles (no motor oils or gasoline)
- Plastic containers / cups #1-7, including #1 deli containers
- Plastic bags (grocery, newspaper, dry cleaning, etc. – no black or brown bags) – place clean, dry bags into a clear or transparent bag and tie shut; a full bag should be smaller than a basketball

### RECYCLABLE *Metal & Glass*

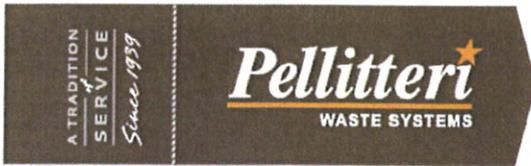
- Aerosol cans (empty)
- Aluminum cans & aluminum pie plates
- Glass bottles & jars (clear, blue, brown or green translucent glass)
- Metal pots & pans
- Small metal appliances (toasters, blenders, etc.) – nothing larger than a basketball
- Small metal plumbing fixtures & pipes (faucets, valves, pipes 2"–12" long)
- Tin & steel cans

### NON-RECYCLABLE *Items:*

- Brake rotors / drums
- Deli containers – except #1 plastic
- Frozen food or microwave dinner plates
- Glassware & ceramics
- Metal items heavier than 10 pounds
- Mirrors & windows
- Motor oil or gasoline containers
- Plastic film, wrap & Styrofoam
- Misc.: Carpet, clothing, diapers, fishing line, food, hoses, ropes & shoes

### RECYCLING *Tips*

- Inside the building: Always place recycling & trash receptacles together so it is convenient to recycle. Apply easy to understand labels on all trash and recycling receptacles as this will increase recycling.
- Confirm the person(s) taking out the building's waste are placing the recyclable items in the proper dumpster.
- Should you choose to bag recyclables you place into your dumpster, please use clear or transparent bags and leave open – do not tie or seal. If you use brown Kraft/paper bags, do not staple or tape shut.
- All items should be loose and empty. Do not place smaller items inside of larger containers.
- Your recycling dumpster will not be emptied if it contains trash, yard waste or prohibited items.
- If you are unsure if something is recyclable, please call our customer service team at (608) 257-4285.



# Residential

## COLLECTION INFORMATION

**RECYCLING Information** – All recyclables should be placed in your recycling cart

### EXPANDED *Paper* RECYCLING

- Cardboard (empty)
- Catalogs, magazines & phone books
- Cereal & cracker boxes (empty)
- Computer & office paper
- Envelopes & junk mail
- Holiday gift wrapping paper (no foils)
- Newspapers
- Paper egg cartons
- Paper grocery bags
- Paper milk and juice cartons or boxes
- Pizza boxes (no food or grease)
- Shredded paper (place in clear or transparent plastic bag and tie shut; a full bag should be smaller than a basketball)

### EXPANDED *Plastic* RECYCLING

- All plastic bottles (no motor oils or gasoline)
- Plastic containers / cups #1-7, including #1 deli
- Plastic bags (grocery, newspaper, dry cleaning, etc. – no black or brown bags) – place clean, dry bags into a clear or transparent bag and tie shut; a full bag should be smaller than a basketball

### RECYCLING *Tips*

- Should you choose to bag recyclables you place into the cart, please use clear or transparent bags and leave open – do not tie or seal. Clear bags can be purchased at most grocery and hardware stores.
- Do not flatten or crush plastic or metal items. Do not place smaller items inside larger containers. All items should be loose and empty. Remove all food waste, plastic, Styrofoam & packing peanuts.
- Flatten cardboard boxes and cereal boxes to make room in the recycling cart. Additional recyclables that don't fit in the cart may be put in clear plastic bags and placed next to your recycling cart. Large quantities of cardboard should be flattened and placed in clear plastics bags. Do not tie or bundle.
- Your recycling cart will not be picked up if it contains trash, yard waste or prohibited items.
- Visit [www.pellitteri.com](http://www.pellitteri.com) or call (608) 257-4285 for more information.

### RECYCLABLE *Metal & Glass*

- Aerosol cans (empty)
- Aluminum cans & aluminum pie plates
- Glass bottles & jars (clear, blue, brown or green translucent glass)
- Metal pots & pans
- Small metal appliances (toasters, blenders, etc.) – nothing larger than a basketball
- Small metal plumbing fixtures & pipes (faucets, valves, pipes 2"–12" long)
- Tin & steel cans

### NON-RECYCLABLE *Items:*

- Brake rotors / drums
- Deli containers – except #1 plastic
- Frozen food or microwave dinner plates
- Glassware & ceramics
- Metal items heavier than 10 pounds
- Mirrors & windows
- Motor oil & gasoline containers
- Plastic film, wrap & Styrofoam
- Misc.: Carpet, clothing, diapers, fishing line, food, hoses, ropes & shoes