

**\*\*All present are expected to conduct themselves in accordance with the City's Core Values\*\***



## **OFFICIAL NOTICE AND AGENDA**

of a meeting of a City Board, Commission, Department, Committee, Agency, Corporation, Quasi-Municipal Corporation, or sub-unit thereof.

Meeting of the: **PUBLIC HEALTH & SAFETY COMMITTEE**  
Date/Time: **Monday, January 19, 2015 @ 5:15 pm**  
Location: **City Hall (407 Grant Street) - Council Chambers**  
Members: Lisa Rasmussen {c}, Gary Gisselman, Karen Kellbach, Tom Neal, Romey Wagner

### **AGENDA ITEMS FOR CONSIDERATION (All items listed may be acted upon)**

- 1 Minutes of previous meeting(s). (12/15/14)
- 2 Consider two requests for waiver of 3.06.010(a) Payment of taxes, claims forfeitures, judgments prior to issuance of license or permit, due to extraordinary financial hardship. (Michael Wadinski and Nicholas Thomas)
- 3 Discussion with owner of Mountain Lanes as to status of current business operations. (Connie Nowicki)
- 4 Discussion and approval of RFP for refuse and recycling.
- 5 Discussion and possible action on creating Section 9.04.027, Quadricycles (prohibition of alcohol consumption on).
- 6 Discussion and possible action on amending Section 1.01.025(c)(1)(B), Schedule of cash deposits.
- 7 Discussion and possible action on amending Section 16.04.039, Residential Rental Licensing regarding term of license.
- 8 Amend Section 6.48.010 Mowing required, to include public parkland
- 9 Consider various license applications.
- 10 Quarterly Property Maintenance Inspection Report
- 11 Operations Report from Fire Department for December 2014
- 12 Tavern Activities / Compliance Checks / Law Enforcement Activities
- 13 Communications  
Adjournment

**IMPORTANT: THREE (3) MEMBERS NEEDED FOR A QUORUM:** If you are unable to attend the meeting, please notify Toni by calling (715)261-6620 or via email [toni.rayala@ci.wausau.wi.us](mailto:toni.rayala@ci.wausau.wi.us)

**This Notice was posted at City Hall and faxed to the Daily Herald newsroom on 1/15/2015 @ 2:30 p.m.**

Please note that, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids & services. For information or to request this service, contact the City Clerk at (715) 261-6620.

Other Distribution: Media, Council (Nagle, Nutting, Winters, Oberbeck, Abitz, Mielke), Tipple, Jacobson, \*Rayala, \*Hardel, \*Kujawa, \*Alfonso, Hebert, Hite, Duncanson, Werth, Wesolowski, Groat, Melissa Dotter, Joan Theurer, Tim Thomas, Dick Holster

## **PUBLIC HEALTH & SAFETY COMMITTEE**

Date and Time: Monday, December 15, 2014, at 5:15 pm, (Council Chambers)

Members Present: Wagner (VC), Gisselman, Kellbach, Neal

Members Excused: Rasmussen (C)

Others Present: Alfonso, Hardel, Kujawa, Rayala, Hebert, Goede, Brent Cveykus

### **Minutes of previous meeting(s) (11/17/14)**

Motion by Neal, second by Kellbach to approve the minutes of the previous meeting (11/17/14). Motion carried 4-0.

### **Consider Central Business District Obstruction Permit (The 319 Art Gallery & Bistro, 319 4th Street)**

Wagner questioned if it was one sided sign since it was going to be up against the building. Bill Hebert stated it was a two sided sign that will be right next to the lamppost and has casters to roll in and out. He stated it does not obstruct the sidewalk.

Motion by Kellbach, second by Neal to approve the obstruction permit for 319 Art Gallery & Bistro. Motion carried 4-0.

### **Consider various license applications.**

Wagner indicated the application for an Operator's License for Brent Cveykus was recommended for denial by Chief Hardel and was present to address the committee.

Brent Cveykus acknowledged he has made a lot of mistakes in his past, but was trying to get through them and has an opportunity to move up in the company. He indicated he had letters from his supervisors and managers in support. He clarified the felony charge on his record was dismissed, although he did have previous marijuana charges from the last 10 years. He asked the committee to approve his license application so that he could move forward with his life and take advantage of a promotion.

Chief Hardel stated as he reviewed his criminal history, the notable events that stood out were: an OWI conviction in 2014; Possession of Drug Paraphernalia 2014; Possession of THC, which was initially a felony charge reduced to misdemeanor 2013; and Possession of THC 2012 and 2004. He commented a number of these are recent; including the OWI. He stated it was a cumulative decision because there are a number of additional violations and charges on his record. Alfonso noted there is a current open case for Operating While Revoked due to an alcohol controlled substance refusal.

Wagner noted several special event authorization forms have come back with signatures but without the appropriate box checked for approval of the event. He suggested that the committee do not accept authorization forms in the future unless they are complete.

Motion by Neal, second by Kellbach to approve or deny applications as recommended by staff. Motion carried 4-0.

### **Discussion and possible action on "Pet Licensing Drive" to be held in Wausau and possible pet licensing fee discount for participants.**

Chief Hardel stated Lt Matt Barnes was unable to attend to present due to an emergency. He stated they were looking at a weekend in February to have this event. He indicated they were planning on having it at the former location of Kwik Trip on Grand Avenue. It will have low cost rabies vaccines, free micro-chips, and licensing. They are working on funding for the micro-chips and believe \$2,000 will cover approximated 200 chips. WIFC radio and Channel 7 have already committed for media coverage; WIFC will create a webpage for the event. A veterinarian, Dr. Barry, is looking into assisting and volunteering his time for it. They have requested Globe University and Lost Dogs of Wisconsin for help and are working on some brochures.

### **Operations Report from Fire Department for November 2014**

Kujawa stated there was one significant structure fire that happened the early morning hours of Thanksgiving. The home was a total loss but fortunately for the family, they woke up and the mother was able to get the children and her significant other out of the building.

**Tavern Activities / Compliance Checks / Law Enforcement Activities**

Hardel presented the Tavern Report for November 10, 2014 through December 7, 2014: (*See attached.*)

Hardel noted Its Our Clubhouse has completed their two month suspension period and are back open again. He stated he has fielded more calls from other bar owners and citizens of Wausau questioning how Paradox is allowed to remain open. Alfonso stated the complaint is being circulated among the special agent and the Sheriff's Department to ensure there is nothing in it to upset the criminal matters that are pending. The complaint should be filed by January 5<sup>th</sup> when the committee can decide if they want to summons the Paradox for a revocation hearing.

Rayala stated we have an Abandonment of Premises law that states if a business is closed more the 30 consecutive days the license could revert back to the city. She indicated she was informed that Mountain Lanes has been closed all summer and she was not sure if it had opened for the fall bowling season. Wagner suggested having the owner come to the next PH&S meeting to discuss what is going on and what the future plan is for the business.

**Communications**

Kujawa stated she would like to put some information out on MABAS for a future agenda item.

**Adjournment**

Motion by Neal, second by Gisselman to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 5:45 pm.

Attachment

Wausau Police Department



James E. Tipple  
Mayor

Jeffrey G. Hardel  
Chief of Police  
(715) 261-7801

**Date** 12-07-14  
**To** Chief Hardel  
**From** Lt. Todd Baeten  
**Subject** TAVERN REPORT November 10, 2014 through December 07, 2014

**ROUTINE TAVERN INSPECTIONS (No violations unless noted)**

**Domino Bar**, 740 Washington St.

**Glass Hat**, 1203 N. 3<sup>rd</sup> St.

**Hiawatha Restaurant & Lounge**, 713 Grant St.

**Intermission**, 325 N. 4<sup>th</sup> St.

**Limerick's Public House**, 121 Scott St.

**Loppnow's Bar**, 1502 N. 3<sup>rd</sup> St.

**Denmar Tavern**, 601 W. Thomas St.

**Eagle's Club**, 1703 S. 3<sup>rd</sup> Ave.

**Jim's Corner Pub**, 1244 S. 9<sup>th</sup> Ave.

**Lumpy's**, 265 Chellis St.

**Cruise In**, 1724 Merrill Ave.

**Labor Temple**, 701 Washington St.

**Mountain Lanes**, 1401 Elm St.

**NOTABLE INCIDENTS THAT OCCURRED AT TAVERNS TO WHICH POLICE WERE DISPATCHED.**

**Bob & Randy's Bar**, 1515 N. 6<sup>th</sup> St., Case #14-10583, 12-06-14 at 10:10am: Officer responded to the police department for a walk-in complaint of a theft of wallet from Bob & Randy's Bar the previous evening. No suspects.

**Domino Bar**, 740 Washington St., Event #140136816, 11-19-14 at 12:57am: Officers responded along with

paramedics from Wausau Fire Dept. for a report of a female that passed out in the bar after drinking one half of a beer. Female regained consciousness and left the bar with a male before officer or ambulance arrival.

**Loppnow's Bar**, 1502 N. 3<sup>rd</sup> St., Case #14-10390, 11-27-14 at 10:26pm: Officer on patrol observed a male on the sidewalk in front of Loppnow's with a plastic cup of alcohol. Investigation showed that the male had just arrived in a cab from another location with the alcohol. Contact was made with the bartender who confirmed that the male had tried to enter with the open container. Male was issued a municipal citation for Liquor on the Street.

**Loppnow's Bar**, 1502 N. 3<sup>rd</sup> St., Case #14-10417, 11-29-14 at 1:57am: Officers were dispatched to Loppnow's for a report of a fight. The victim/reporting party stated he was struck in the face by another patron. The suspect was still on scene and pointed out to officers by the victim. The victim admitted he had struck the victim over a previous disagreement. The suspect was arrested and transported to corrections for Battery.

**Polock Inn**, 1206 N. 3<sup>rd</sup> St., Event #140135330, 11-15-14 at 1:36am: Officer on patrol was flagged down while driving by Polock Inn. Multiple individuals advised that a fight had occurred between patrons from Polock Inn and Glass Hat. Two victims on scene stated they were struck by unknown assailants, but both declined to pursue charges. The crowd was advised to disperse and the victims were given a ride to their vehicle in a nearby parking lot.

**Polock Inn**, 1206 N. 3<sup>rd</sup> St., Event #140143915, 12-07-14 at 1:05am: Officers were dispatched for an anonymous report of loud music at Polock Inn. Contact was made with the sound manager, who stated he would turn the music down and keep the door closed. No further problem reported.

**Roc's Place**, 810 S. 3<sup>rd</sup> Ave., Event #140133463, 11-10-14 at 6:12pm: Officers were dispatched for a report of suspicious activity at the bar. A male came in and was bleeding from the face and hands. He stated he had been in an altercation at another bar. The male then left prior to officer arrival. A nearby resident later found a knife covered in blood as they were shoveling their property. Unknown who the male was, or what the altercation consisted of.

**Roc's Place**, 810 S. 3<sup>rd</sup> Ave., Case #14-10256, 11-23-14 at 2:26am: Officers conducting extra patrol in the area of Roc's Place observed a male stagger to his vehicle, get inside and attempt to back it out of a parking stall. In the process, he struck another parked vehicle. Investigation resulted in the male being arrested for OWI 1<sup>st</sup>, and a passenger being arrested for Possession of THC and Possession of Drug Paraphernalia.

**Roc's Place**, 810 S. 3<sup>rd</sup> Ave., Case #14-10255, 11-23-14 at 2:42am: While officers were investigating the above incident (case #14-10256), a female approached one of the officers and asked for assistance. The officer was advised that the female's "sober driver" got their vehicle stuck in the snow adjacent to the parking lot. Subsequent investigation resulted in the female driver of that vehicle being arrested for OWI 3<sup>rd</sup>.

**Showtime Gentlemen's Club**, 1709 Merrill Ave, event #140143038, 12-04-14 at 10:52pm: Officers were dispatched for a report of a fight between two dancers at Showtime. The fight was reportedly over one dancer "stealing" the other's customers. Neither female wanted to pursue charges. One of the females agreed to leave, and did so after collecting her belongings from a nearby motel.

#### **RESTAURANT INSPECTIONS (No violations unless noted)**

**2510 Restaurant**, 2510 Stewart Ave.

**Allister Deacon's**, 300 N. 3<sup>rd</sup> St. Ste. #103

**Angelo's Pizza/Tuesday's Bar**, 1206 N. 6<sup>th</sup> St.

**Applebee's**, 2221 Stewart Ave.

**Back When Café**, 606 N. 3<sup>rd</sup> St.

**BB Jack's**, 900 Golf Club Rd

**Buffalo Wild Wings Bar & Grill**, 1819 Stewart Ave.

**Bunkers Bar & Grill**, 1001 Golf Club Rd.

**Chang Garden**, 102 Jefferson St.

**Courtyard by Marriot**, 100 S. 22<sup>nd</sup> Ave.

**El Jalapeno Bar & Grill**, 300 N. 3<sup>rd</sup> St. Ste. #101

**Great Dane Pub & Brewing**, 2305 Sherman St.

**Greenwood Hills**, 2002 Poplar Ln.

**King Buffet**, 358 S. 18<sup>th</sup> Ave.

**Mandarin**, 150 E. Stewart Ave.

**Milwaukee Burger Company**, 2200 Stewart Ave.

**Mint Café**, 422 N. 3<sup>rd</sup> St.

**New City Grill**, 203 Jefferson St.

**Noodles & Company**, 1800 Stewart Ave.

**Peking Chinese Restaurant**, 221 Scott St.

**Plaza Hotel & Suites**, 201 N. 17<sup>th</sup> Ave.

**Polito's Pizza**, 311 N. 3<sup>rd</sup> St.

**Red Apple Social Club**, 707 S. 3<sup>rd</sup> Ave.

**Red Eye Brewing Company**, 612 Washington St.

**Sam's Pizza**, 111 Elm St.

**Sawadee Thai Restaurant**, 1720 Merrill Ave #500

**Taqueria Tres Hermanos**, 525 Fulton St.

**Vino Latte**, 700 Grand Ave.

**Wausau Mine Company**, 3904 W. Stewart Ave.

**Whiskey River Bar & Grill**, 5512 Stewart Ave.

#### **ALCOHOL BEVERAGE DEMERIT POINTS ASSESSED**

Respectfully submitted,  
Lt. Todd A. Baeten



**STAFF REPORT ON REFUSE AND RECYCLING SERVICES CONTRACT**

**TO: PUBLIC HEALTH AND SAFETY COMMITTEE**

**FROM: MARYANNE GROAT**

**DATE: JANUARY 16, 2015**

**BACK GROUND INFORMATION**

The City’s five year contract with Advanced Disposal for refuse and recycling services concluded on December 31, 2014. The City entered into a one year extension to allow time to evaluate the level of service for the future contract. We convened a group of residents including a senior, family representative and landlord to obtain their feelings on the current system, fully automated system and other possibilities. All were very supportive of the fully automated system. Attached are notes from the meeting:

The current contractor service obligations:

- Provide, at the citizen’s request, a 90 gallon cart at \$36 per cart per year.
- Pick up refuse and recyclables from City locations including: Airport, City Hall, Public Works, Water and Sewer, Public Safety Building, Fire Stations, MetroRide.
- Pick up garbage weekly and recycling bi-weekly.
- All residential units are eligible as long as they follow the **CURB SIDE** rules.
- Citizens are allowed to use any type of bag, can or container so long as it does not exceed 50 pounds in addition other things may be placed at the curb for refuse except:
  - Root balls, stumps no more than 50 pounds
  - No large furniture pieces
  - No more than 75 pounds of construction debris
  - No yard waste
  - No tires or hazardous waste

The city’s financial obligations:

- Contract based upon 16,504 residential units as of January 1, 2010. Units are added or subtracted each year based upon new residential construction and demolitions, and annexations.
- Adjustments available if State and Federal landfill fees increase. (has not happened)
- Fuel Surcharge when diesel exceeds \$3.25 per gallon

	<u>Per Unit</u>	<u>Households</u>	<u>Monthly</u>	<u>Annual</u>
<u>2014 Rates</u>				
Refuse	\$ 6.90	16,629	\$ 114,740.10	\$ 1,376,881.20
Recycling	\$ 2.10	16,629	\$ 34,920.90	\$ 419,050.80
	\$ 9.00		\$ 149,661.00	\$ 1,795,932.00
2013 Fuel Surcharge		\$14,700		

Last year the Finance Committee heard a presentation from the Tomahawk Director of Public Works on the positive impact a fully automated cart program can have on the quantity of recyclables collected by a community. The Village of Weston began a fully automated cart program in 2014 and has received a positive response from the constituents. The Town of Rib Mountain went fully automated beginning January 1, 2015.

A fully carted system provides some service changes:

- No cart costs to residents if funded by the levy
- Carts must be placed on the curbside 3 feet apart
- Generally service is limited to fourplex or less due to the curb restrictions
- Residents will have two carts – one for refuse and one for recycling
- City generally selects a standard size and allows residents to elect an alternate size
- Resident refuse and recycling must fully contained within the cart each week/bi-week
- Special handling would be required for Christmas Trees
- Generally can't place oil out on the curb.

The City of LaCrosse went to an automated cart system in 2014. They experienced a more than double increase in recycling quantities immediately. The City of LaCrosse contract is an eight year term with the City owning the carts at contract termination. The City of LaCrosse required the contractor offer a fee-based large item curb-side pickup program. This allows residents to have additional items picked at their home for a fee. They also implemented an assistance program for residents unable to bring their garbage to the curb.

Benefits of a fully carted program include: increased recycling which is better for the environment, improved neighborhood appearance due to standardized carts and the elimination of bags etc. Reduction of litter due to contained garbage and reduced animal infestation.

Last year the City received \$147,973 in recycling grant assistance from the State. As part of our grant compliance we report the total recycling quantities and per capita recycling quantities to the state. The report then compares the City per capita collection to the standard established by the State. We fail this test annually. In 2013 our recycling per capita is 100.85 pounds and the standard is 106.55. To date we have not been financially penalized for this failure but that does not guarantee future acceptance by the State.

The City service level (fully automated or current manual system) can work as a service on the tax levy or as a special charge.

If we move to a fully automated service we would need to change our refuse and recycling ordinance to reflect the revised residential service.

Attached is a first draft of the RFP. The RFP requests quotes for our existing service and an automated service. A possible schedule is as follows:

Public Health and Safety RFP review and approval	January 19 <sup>th</sup> 2015
Common Council RFP review and approval	January 27 <sup>th</sup> 2015

RFP distributed to contractors and advertisement	January 30 <sup>th</sup> , 2015
Pre-Proposal Conference	February 3, 2015
Pre-Qualification Statements Due	February 24 <sup>th</sup> , 2015
Proposals Due to Board of Public Works	March 10 <sup>th</sup> , 2015
PHS Committee recommends contractor	March 16 <sup>th</sup> , 2015
Common Council awards contract	March 24 <sup>th</sup> , 2015
Implementation	January 1, 2016

There are a few components of the RFP that I would like to review with the City Attorney including: Performance Bond, Insurance, Indemnification language.

## Focus Group re: Trash Collection and Recycling

Topics to address:

Frequency of pickup

weekly?

bi weekly?

Automated system/fully carted vs. current system

Container size options of carted system

Length of contract

Notes:

Current recycling bin supply dwindling. Good time to re order or change containers since there is not a huge stock of green bins.

Recycling when we began all fit in the bins. Now volume is up so seeing multiple containers being used at many homes.

Largest Can \$36/yr now 96 gal

Med is 64 gal

Sm is 48 gal

LaX - surveyed, only 20% responded. Ended up going w/med and let residents choose up or down options.

Tomahawk - Moved to automated, and moved cost from levy to separate fee

Cart cost on average \$35 to purchase. Life span is long unless they are run over, etc.

Toter is the leading manufacturer. Cold resistant and molded vs. seamed const.

RFP needs multiple vendors bidding to get best price and most options.

Advanced's trucks nearing end of life span, they may need to re tool to assist our automation. Not sure what vehicles other vendors would have.

Recommend options on 5 yr contract and 7 yr.

Automated saves money often since hauler does not get out of truck. Pickup is faster and less WC injury issues for hauler to budget for.

Cart: Cannot spill out of cart. Nothing outside cart goes. One drawback. But residents may think more about what we throw out.

Holster: supports it due to ease of collection. May reduce cans with no lids, garbage all over, etc. May reduce complaints. Can is also tougher and easier to use for tenants.

\$147K annual grant for recycling, but reports required to be sure we are recycling enough. 106 tons per person per year. We are by reporting from carrier not meeting that standard. Last year

we were at 100 tons. We may increase recycling by going to bigger and better containers than the green boxes we have had 20+ years.

Maleesa Johnson: Proactive approach to increasing recycling gets better results than fining people for not recycling even though we have enforcement powers.

Many communities give huge recycling bin and small garbage.

Maleesa feels any hauler who comes in will likely take plastic #1-5, juice cartons, juice boxes, etc.

Special pickup rates. Need to ask so residents get a decent rate for items they have to call to have taken.

City provide a container. Resident can opt to rent second trash container.

Things to ask for:

Uniform carts. Not carts from communities haulers have lost contracts with. Want uniform appearance.

Hauler provide cart vs. city pay for cart

5 yr option and 7 yr option.

Maleesa: Hauler needs 5-7 trucks each is \$350K life span is about 5-7 years. Vendor will need to invest, longer contract will encourage more bidders.

Toter has systems in place to distribute cans over period of a few weeks. Ex: November carts begin arriving, all ready to use them Jan 1st.

Different color lid on recycling bin, but same or larger size.

Consider direct bill to city for disposal by landfill or let hauler charge back. Hauler can scam system if we do not check. Maleesa if direct billing city can monitor loads and flag suspicious things to prevent overcharge. Kronenwetter and others on this. Maleesa caught one hauler doing it in the past. Hauler can be held in violation of contract if caught.

Consensus in group that current pickup schedule is sufficient.



## **Request for Proposals (RFP)**

### **Residential Refuse and Recycling Collection Services**

The City of Wausau, Marathon County, Wisconsin, is seeking proposals for comprehensive high-quality weekly refuse and biweekly single stream recycling collection and disposal services **for residential properties within the City beginning January 1, 2016**. The RFP is requesting dual pricing including quote #1 for a fully automated refuse and recycling collection and disposal system and quote #2 for the existing manual collection and disposal service levels in addition to the pricing for an automated collection system.

**The City intends to enter into agreements with a single, qualified firm for the entire management of the city's refuse and recycling collection and disposal services.**

#### **I. INTRODUCTION AND BACKGROUND INFORMATION**

The City has had most of its solid waste management services provided by a private contractor since the mid-1970s. Currently, Advanced Disposal provides these manual services to Wausau. The five year contract expired on December 31, 2014 and the City of Wausau entered into a one year renewal through December 31, 2015. These contract documents are attached as Exhibits 1, 2 and 3. This includes collection at all single-family, two-family and participating multi-family residential structures in the City and waste and recycling services at a variety of City-owned, facilities listed on Pages 1 and 2 of Exhibit 1. Currently, yard waste is offered through a weekly subscription service paid by the resident directly to the contractor. In addition, the City manages a curb side fall leaf pick up operation and a yard waste site.

Under the existing agreements (Exhibits 1 and 2), the contractor collects non-recyclable waste and recyclables from residential housing units within the City of Wausau, including apartment buildings and residential units within commercial structures that choose to participate and comply with the curb side collection process. Garbage collection is weekly and recyclables is collected every two weeks. The contractor is responsible for disposing of the non-recyclables in a licensed landfill approved by the City and for processing and marketing all recyclable materials in accordance with Wisconsin Statutes and Administrative Rules. For 2015, the City is currently invoiced for **16,629** units for this service.

Currently, all refuse is transported to Marathon County landfill in the Town of Ringle, approximately 15 miles from the City of Wausau. Our current contract operates a transfer facility in the Village of Weston which allows them to combine City of Wausau residential collections and limit the number of trips to the county landfill. The County Landfill tipping fee for 2015 for City of Wausau haulers is **\$32.22** per ton. The County landfill website address is:

[http://www.co.marathon.wi.us/dep\\_detail.asp?dep=31](http://www.co.marathon.wi.us/dep_detail.asp?dep=31).

It is estimated that Advanced Disposal vehicles log 5,500 miles per month to provide the complete recycling and trash collection and disposal services for the City. This estimate has not been verified.

The City currently does not provide plastic carts to residents for refuse waste collection. However, many residents and apartment building owners rent these carts from Advanced Disposal for an annual fee of \$36 paid by the cart user. In addition, many owners of apartment structures contract directly with a waste hauler to provide dumpster service for their tenants. Even though an apartment development receives privately contracted dumpster service for an additional fee, the City still pays the collection fee for the living units in those apartment buildings as part of the contract.

Currently, residents use small recycling bins that do not accommodate automated pick-up or promote increased recycling. Recyclables are co-mingled by residents into two categories – paper and most other. The contractor is responsible for collecting and processing the material in accordance with Wisconsin Department of Natural Resources requirements. Currently, our contractor is taking all recyclables collected in the City to either the Portage County Materials Recovery Facility located approximately 30 miles south of Wausau or the Outagamie Tri-County Materials Recovery Facility. Information on the facilities can be found on their websites at:

<http://www.outagamie.org/index.aspx?page=766> or  
<http://www.co.portage.wi.us/solidwaste/materialrecovery.htm>

The contractor is not required to use these recycling facilities and may use any WIDNR licensed and self-certified material recovery facility.

2013 Tonnage statistics provided by Advance Disposal are provided below. The City does not guarantee quantities.

	Tonnage
Aluminum Containers	39.51
Corrugated cardboard	335.87
Glass Containers	296.36
Magazines	256.84
Newspaper	731.01
Plastic containers #1 and #2	158.06
Residential Mixed Paper	19.76
Steel and bi-metal containers	138.30
Total	1,975.71
Refuse	10,870.99
Lead acid batteries	0.23
Waste Oil	17.58

The City is committed to providing outstanding and cost effective refuse and recycling service to its residents while striving to be an environmentally friendly community.

## **II. INSTRUCTIONS TO PROPOSERS**

### **1. Deadline:**

**The proposal must be submitted by 1PM CST, on Tuesday March 10<sup>th</sup>, 2015.** Six copies of the proposal should be submitted in a sealed envelope clearly labeled "*Sealed Proposals for Refuse and Recycling Services*" with the contractor's name and address on the outside of the sealed envelope. Sealed proposals should be delivered or sent to the City Clerk, City of Wausau, 407 Grant Street, Wausau WI 54403.

All proposals shall be valid for at least 90 days from the date of the bid opening. The signed contract must be returned within 30 days of the notice of award of contract.

### **2. Time Schedule for Consideration:**

	<b>Date</b>
Public Release of the RFP	January 30th, 2015
Pre-Proposal Conference	February 3rd, 2015
Pre-Qualification Statements Due	February 24th, 2015 at 4:00PM
Proposal Submission	March 10th, 2015 at 1:00PM
Proposals Opened - Board of Public Works Meeting	March 10th, 2015 at 1:30PM
Public Health and Safety Committee Recommends Selected Contractor	March 16th, 2015
Common Council Approves Selected Contractor	March 24th, 2015

Proposers are encouraged to attend the pre-proposal meeting with the City on February 3<sup>rd</sup>, 2015 at 10:00AM in the Common Council Chambers, City Hall. The City reserves the right to make changes to the schedule and may conduct contractor interviews if deemed appropriate.

### **3. Contact Person:**

All questions regarding the proposal or services should be directed to:

Maryanne Groat,  
Finance Director  
City of Wausau  
407 Grant Street  
Wausau WI 54403  
715-261-6645  
[mgroat@ci.wausau.wi.us](mailto:mgroat@ci.wausau.wi.us)

### **4. Pre-Qualification Procedures:**

Each contractor interested in submitting a proposal for refuse and recycling services shall complete a Pre-Qualification Form (Exhibit 4). The completed information shall be submitted to Maryanne Groat, Finance Director, City of Wausau, 407 Grant Street, Wausau WI 54403 by 4PM on February 24<sup>th</sup>, 2015. The Board of Public Works will review the pre-qualification in closed session and will notify contractors that they are pre-qualified within five (5) business days. All information requested as part of the pre-qualification process will be kept in the strictest confidence or made public record as required by law. The intent of the pre-qualification process is to ensure that only qualified contractors who have the financial capacity and experience to provide the necessary qualified services are allowed to submit proposals. Proposals received from contractors that have not been pre-qualified will be returned unopened.

**5. Required items to submit with the RFP:**

- Schedule of Bids
- Specs of carts contractor would furnish
- Proof of Insurance
- Bid bond

**6. Exclusive Contract:**

The City intends to enter into agreements with a single, qualified firm for the entire management of the city's refuse and recycling collection and disposal services.

**7. Right to Reject:**

The City reserves the right to reject any or all proposals and select the proposal believed to be in the best interest of the City in the City's sole determination. In addition, the City reserves the right to reject any part of any proposal for any reason, and/or to add to and/or delete provisions of any proposal in the best interest of the City of Wausau. In addition, the City reserves the right to award the contract to another qualified contractor if the successful contractor does not execute a contract within thirty days after the award of the proposal.

**8. Proposal Clarification:**

The City reserves the right to request clarification of information submitted and to request additional information. At the City's option contractors may be required to substantiate information provided within their proposal.

**9. Non-Acceptance of Proposals:**

No proposal shall be accepted from, nor a contract awarded to any person, firm or corporation that is in arrears or is in default to the City for any debt or contract or has failed to faithfully perform any previous contract with the City.

**10. Indemnification:**

The contractor agrees to indemnify, save and hold the City free and harmless from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, actions, and/or causes of action of any kind or of any nature whatsoever which may in any way come against the City as a consequence of the granting of the contract for services or by reason of any act or omission of the contractor or the contractor's agents, employees, subcontractors, or assignees, arising out of the performance of the contract.

**11. Insurance:**

The contractor shall maintain insurance coverage at its own expense as follows:

- Worker's Compensation Insurance – for all employees providing work or services in the amount of the statutory limits required under Wisconsin law.
- General Liability Insurance including Products or Completed Operations  
Bodily Injury Liability - \$1,000,000/\$1,000,000/\$1,000,000  
Property Damage Liability - \$1,000,000/\$1,000,000
- Auto Liability  
Bodily Injury Liability - \$1,000,000/\$1,000,000  
Property Damage Liability - \$1,000,000

- Excess Liability (Umbrella)  
General Aggregate - \$1,000,000  
Each Occurrence - \$1,000,000

At the time of contract execution the contractor will provide the City with a current certificate of insurance. The certificate of insurance shall name the City of Wausau as an additional insured. The insurances required above shall be maintained by the contractor for the term of the contract.

## **12. Bid Bond:**

All proposals shall be accompanied by a bid bond, certified check or cashier's check payable to the City of Wausau for an amount not less than \$10,000.

## **III. PROGRAM DESIGN AND SCOPE OF SERVICES**

### **A. Contract Term:**

The City of Wausau is requesting proposals for a 5, 7 and 10 year contract.

### **B. Dual Quotes:**

The City of Wausau is requesting that proposers submit two quotes:

- Quote 1 – for the term of the contract - a fully automated refuse and recycling system effective January 1, 2016.
- Quote 2 – for the term of the contract - the existing manual collection system as documented in the attached existing contracts (Exhibits 1 and 2).

### **C. Standard Proposal Form:**

Contractors are encouraged to use the City of Wausau provided proposal form (Exhibit 6). Electronic copies of the form are available for use. Additional pages may accompany the form is necessary.

### **D. Collection Guidelines:**

The contractor for refuse and recycling collection will be held to the following contractual guidelines of service including but not limited to:

- Delivery of refuse to a landfill licensed and approved by the State of Wisconsin
- Delivery of recyclables in compliance with the Wisconsin Department of Natural Resources
- Begin actual collection of materials after 5:45am and completed by 6:00pm.
- Service shall typically be performed Monday through Friday and only on Saturday in the event of responding to complaints, extraordinary weather events or holiday adjustments.
- Route planning and adjustments must be approved by the City.
- Respond to and retrieve missed pickups within 36 hours of complaint.
- Refuse collection occurs weekly.
- Recycling collection occurs biweekly.

## **E. Quote 1 - Automated Single Stream Quote Guidelines:**

### **Unit Counts**

In 2014 city records indicate that there were 11,104 single family units in the city, 1,319 two-family units, and 69 three-family units and 100 four-family units, for a total of 14,349 housing units that are four units or less and eligible for participation in an automated refuse and recycling program. The intention of the City is to secure an accurate unit count upon delivery and implementation of an automated cart services. The City will be invoiced and billed for services based upon these cart counts. Unit count shall change based upon additions and deletions. The contractor and city will make a good faith effort to agree on the cart counts. The number of dwelling units shall be adjusted annually based on annexations, building permits and demolition permits data maintained by the City during the previous year and each subsequent year effective January 2 thereafter for the life of the contract. In addition, adjustments for the number of dwelling units will be made for the first full month following any annexation or detachment of 10 or more dwelling units.

### **Residential Refuse Collection and Disposal**

- Refuse shall be defined as eligible discarded material that is non-recyclable, non-organic yard material and that is not prohibited by law from disposal in Wisconsin landfills.
- The contractor will collect only refuse placed inside program carts at residential curbsides based upon the weekly collection schedule.
- Refuse proposals represent the cost associated with collection, delivery and disposal of refuse to the landfill.

### **Residential Recycling Collection and Disposal**

- Recyclables shall be defined as tin/bi-metal and aluminum cans, mixed plastics (#1-#7), glass, corrugated cardboard, office paper, newspaper, magazines and other mixed paper, PET and HDPE bottles and containers, aseptic containers. This list may be expanded.
- The contractor will collect recycling placed inside program carts at residential curbsides based upon the biweekly collection schedule.
- Recycling will be a single stream program.
- Recyclables collected become the property and responsibility of the contractor with no profit or loss shared with the city.

### **Carts**

- Contractor to provide cart maintenance over the life of the contract.
- Cart body color will be universal; lid color will vary to distinguish refuse, recycling, and yard waste.
- If the carts are owned by the contractor the contractor shall distribute the selected carts to the individual housing units prior to implementation of the automated system.
- Requests to change cart size or other distributions/retirements will be made through the City and delivered by the contractor. Cart size changes will be limited by a service fee.
- City will be provided with an updated database of cart size and delivery address over the life of the contract.
- The City intends to default to a 65gallon refuse container and 95 gallon recycling container.
- Containers should be high quality with exceptional warranties. The contractor will indicate the cart manufacturer and submit cart specifications.

## **F. Quote 2 - Existing Manual Collection System Guidelines:**

### **Unit Counts**

The unit count will equal the current 2015 count used for the existing contract along with the additions to the number of dwelling units which shall be adjusted annually based on annexations, building permits and demolition permits during the previous year and each subsequent year effective January 2 thereafter for the life of the contract. In addition, adjustments for the number of dwelling units will be made for the first full month following any annexation or detachment of 10 or more dwelling units.

### **Residential Refuse Collection and Disposal**

- Refuse shall be defined as eligible discarded material that is non-recyclable, non-organic yard material and that is not prohibited by law from disposal in Wisconsin landfills.
- The contractor will collect refuse in accordance with the contract provided in Exhibit 1. Based upon a weekly collection schedule.
- Refuse proposals represent the cost associated with collection, delivery and disposal of refuse to the landfill.

### **Residential Recycling Collection and Disposal**

- Recyclables shall be defined as tin/bi-metal and aluminum cans, mixed plastics (#1-#7), glass, corrugated cardboard, office paper, newspaper, magazines and other mixed paper, PET and HDPE bottles and containers, aseptic containers. This list may be expanded.
- The contractor will collect recycling in accordance with the contract provided in Exhibit 2, based upon the biweekly collection schedule.
- Recycling will be a single stream program.
- Recyclables collected become the property and responsibility of the contractor with no profit or loss shared with the city.

### **Carts**

- Contractor will make available to occupants of each residential unit the use of a wheeled refuse cart with a volume of approximately 90 gallons as a rental service, independent of the contract. The rental cost of the cart shall not be more than \$36 per cart per year during the entire term of the contract.

## **G. Annual Spring Large Item Pickup**

The city may conduct a springtime large item pick up that consists of larger materials that are picked up curbside by city staff and hauled to the Department of Public Works (DPW) site. The materials are then reduced and loaded into 40 cubic yard roll-off containers. The vendor has placed up to four (4) roll-off containers in the DPW yard for city staff to fill via an excavator fitted with a grapple. DPW will fill between four and six (4-6) roll-off containers per day during the two week collection period. Vendor shall run approximately 4 to 6 roll-off containers per day from DPW to the Marathon County Landfill. The City requests that roll-off containers are delivered the week before the pickup is scheduled to begin. Location of roll-off containers shall be coordinated with the DPW supervisors. The landfill fees will be invoiced separately from Marathon County directly to the City.

#### **H. Yard Waste Collection Proposal**

Seasonal yard waste collection shall be offered as a contractor provided subscription service. Collection and disposal shall be provided by the contractor with automated 95 gallon carts only. Residents requesting the service shall be billed directly by the contractor. The service shall be available from mid-April to the beginning of November.

#### **I. Government Facility Refuse and Recycling**

The contractor shall provide the refuse and recycling charges for facilities based upon the container size and pick up frequency. The list of cart sizes is provided on the standard proposal form (Exhibit 6). A listing of facilities is listed at Exhibit 5. Costs presented shall include any container rental.

#### **J. Bulk Items and Electronics**

The contractor shall provide, at a reasonable rate, at least one monthly pick-up of bulk items and electronics including but not limited to: furniture, mattresses, appliances, carpeting/padding, computers, TV's, outdoor play equipment, lumbers, doors, tires, snow blowers, etc. Collection shall be based upon prior request and payment from the resident to the contractor.

#### **K. Excluded Refuse**

The contractor shall not be required to collect refuse from any multi-family dwelling of five or more units), commercial establishment or industry under this contract.

#### **L. Reporting**

The contractor shall furnish the City Clerk with itemized refuse and recycling tonnage information on a quarterly basis.

#### **M. Clean Up**

The contractor shall insure that no refuse and/or recyclables are spilled during the collection process. Refuse and recycling carts and containers shall be handled with care and not left in the roadway or scattered on property.

#### **N. Information/complaints**

The contractor shall staff during normal business hours a local telephone contact for information on collection days and times and refuse and recycling program questions. The contractor will also receive and resolve complaints regarding missed pick up, spillage and container damage.

#### **O. Community Streets**

The contractor proposing services should be familiar with the characteristics of the City of Wausau and its impact on refuse and recycling collection. The city has a number of one way streets, alleys, traffic patterns and hills that can impact collection services. Due to alleys or other tight spaces a minor number of homes may require manual pick up.



**CITY OF WAUSAU  
REFUSE AND RECYCLING SERVICE PROPOSAL**

**PREQUALIFICATIONS DUE:** Tuesday, February 24<sup>th</sup>, 2015 at 4:00pm (CST) at City Hall

**PROPOSALS DUE:** Tuesday, March 10<sup>th</sup>, 2015 at 1pm (CST) at City Hall  
Proposals shall be in a sealed envelope clearly labeled “Sealed Proposals for Refuse and Recycling Services” with the contractors name and address on the outside of the sealed envelope.

**PROPOSALS WILL BE OPENED:** Tuesday March 10<sup>th</sup> at 1:30pm (CST) at City Hall

**CONTRACT:**

Contract will be awarded by the Common Council on March 24<sup>th</sup>, 2015.

Contract should be executed within 30 of notice of the award of contract.

## NONRECYCLABLE SOLID WASTE COLLECTION SERVICE AGREEMENT

THIS AGREEMENT made this 28<sup>th</sup> day of September, 2009, by and between the City of Wausau, a municipal corporation of the State of Wisconsin located in Marathon County, Wisconsin, hereinafter referred to as "CITY" and Veolia ES Solid Waste Midwest, LLC hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, CITY provides nonrecyclable solid waste collection service to all residential households in the community pursuant to certain terms and conditions articulated in Chapter 6.44 of the *Wausau Municipal Code*, and CONTRACTOR is in the business of providing nonrecyclable solid waste collection service, and

WHEREAS, CONTRACTOR shall provide nonrecyclable solid waste collection service to CITY, and CITY shall pay a sum to CONTRACTOR for this service all under certain terms and conditions.

NOW, THEREFORE, in consideration of the covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. Services Provided. CONTRACTOR shall collect, pick up, haul away, and dispose of nonrecyclable solid waste from each residential unit within the corporate limits of the City of Wausau, except that which is specifically excluded. A "Residential unit" is defined as a single housing unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation. Residential units include, but are not limited to, single family homes, each unit of a duplex structure, and each apartment unit in an apartment building. A single-family dwelling unit shall be counted as one unit, a two-family dwelling as two units and so on.

CONTRACTOR shall make available to the occupants of each residential unit the use of a wheeled cart, with a volume of approximately 90 gallons, as a rental service, independent of this contract. The rental cost of the cart shall not be more than \$36 per cart per year during the entire five-year term of this contract. CONTRACTOR shall directly charge the owner/occupant of the residential unit electing to use this optional cart rental service. This cart rental service will not be paid for by CITY.

In addition, as part of this agreement and at no additional cost, CONTRACTOR shall collect, pick up, haul away, and dispose of all recyclable and nonrecyclable solid waste from the following locations at a frequency as directed by CITY:

- A. Wausau Downtown Airport and Airport lift station;
- B. City Hall;
- C. The Department of Public Works;
- D. The Wastewater Treatment Plant;
- E. The Water Treatment Plant;
- F. The Public Safety Building;
- G. Central Fire Station;
- I. The Bridge Street Fire House;
- J. 32nd Avenue Fire House;
- K. Metro Ride garage and offices; and
- L. Additional locations of municipal service which may be designated in the future.

2. Schedule. CONTRACTOR shall collect nonrecyclable solid waste not less than once each week in accordance with a specific collection schedule, established and maintained by the contractor, with CITY approval, designating collection area, date, and approximate time of collection. Collection activity shall not commence before 5:45 a.m.

CONTRACTOR shall, at no expense to CITY, notify all residential units within the collection area of any change in the days of collection, especially as the days may change for holidays. Such notification shall be made pursuant to advance publication by display ad in the *Wausau Daily Herald*. Unless contractor gives the required notice all collections shall be on the same day each week. At least 30 days prior to CONTRACTOR issuing a notice of schedule change, said notice shall be sent to CITY for review and approval.

CONTRACTOR shall not be required to collect or pick up any nonrecyclable solid waste from a residential unit if such waste has not been placed by 5:45 a.m. at the curb on the day of collection.

3. Service Standards. CONTRACTOR shall make collections with minimal noise and disturbance. All equipment shall be operated and maintained to minimize noise. All collection equipment shall be clean, well painted, and reasonably free of rust. There shall be no leakage of either motor oil or hydraulic oil onto the street surface. Loud squealing brakes shall be immediately repaired, upon order of the Director of Public Works and Utilities or his designee.

CONTRACTOR shall insure that no nonrecyclable solid waste spilled during the collection process or any containers are left or scattered on any property, public or private, to include any lawn, drive, boulevard, street, alley or roadway.

4. Nonrecyclable solid waste collection. "Nonrecyclable solid waste" means all putrescible and nonputrescible solid waste for which there exists no commercially demonstrated method of resource recovery, and includes such materials as Pyrex glass, window glass, light bulbs, mirrors, styrofoam items, waxed paper, garbage and other household wastes.

There is no limit on the volume or quantity of material the occupants of residential units may place at the curb nor the number of nonrecyclable solid waste containers that the occupants of a residential unit may place at the curb and CONTRACTOR shall collect and dispose of said material except as follows:

CONTRACTOR shall not be required to pick up and empty waste in individual waste containers weighting more than fifty (50) pounds. CONTRACTOR shall notify the occupants of any residential units violating this restriction of the proper method to prepare waste for collection.

CONTRACTOR shall not be required to collect or pick up major appliances as defined by s. 159.01(3), Wisconsin Statute, and as amended; tree stumps and roots or shrubs with intact root balls weighing more than 50 pounds; large furniture items; greater than seventy-five (75) pounds of construction debris from an individual residential unit every week; yard waste (except Christmas trees shall be picked up with the regular collection); tires; nonseparated solid waste; or hazardous waste all as specified in the City of Wausau Solid Waste Disposal ordinance, Chapter 6.44, *Wausau Municipal Code*, and as amended. "Nonseparated solid waste" means a mixture of two or more of the three types of waste: recyclable solid waste, nonrecyclable solid waste, and yard waste as defined in Chapter 6.44, *Wausau Municipal Code*.

Up to seventy-five (75) pounds of construction debris generated from a particular residential unit shall be collected weekly from that unit as a part of the normal solid waste pick-up. (For instance, debris from small homeowner remodeling projects shall be picked up.)

5. Disposal. CONTRACTOR shall deliver all nonrecyclable solid waste to Marathon County Landfill or any other landfill facility licensed by the State of Wisconsin, selected by CONTRACTOR and approved by CITY. Nothing shall be deposited anywhere without the prior approval of CITY.

6. Reports. CONTRACTOR shall furnish to CITY, on a monthly basis, reports with a calculated tonnage of the nonrecyclable solid waste collected within the CITY from residential units under this contract. Receipts for loads shall be included with these reports. CITY shall obtain any other information and reports as are required of CITY by the State of Wisconsin directly from the Marathon County Landfill.

7. Yard waste management. CITY shall provide a location for a yard waste drop-off collection site and CITY shall operate and manage the yard waste site and yard waste generated in CITY.

CITY shall adopt all necessary ordinances to implement the program and publicize the entire yard waste program.

Yard waste for the purposes of this agreement shall mean leaves, grass clippings, brush, tree limbs, branches, and yard and garden debris. This term does not include stumps, roots or shrubs with intact root balls.

CONTRACTOR shall make available to all residential units an optional curbside yard waste collection service. Such service shall be made available during the months of at least May through September. Payment for this service shall be made to CONTRACTOR by the owner or occupant of the residential unit choosing to utilize this service. CONTRACTOR may charge residential units whatever fee CONTRACTOR deems necessary to support this service. CITY shall not pay for this service.

8. Contractor's Equipment. CONTRACTOR understands and agrees that it will furnish and provide all necessary motor vehicles, apparatus, and equipment to do all the work, and it will perform all the services in this agreement, and that this shall be accomplished at the CONTRACTOR'S sole expense. All collection equipment shall be clean, well painted, and reasonably free of rust. There shall be no leakage of either motor oil or hydraulic oil onto the street surface. Loud squealing brakes shall be immediately repaired, upon order of the Director of Public Works and Utilities or his designee.

9. Compliance with Rules. CONTRACTOR agrees that all collection, pick-up, hauling, and disposal methods shall be accomplished according to and pursuant to all applicable laws, rules, orders, regulations, policies, ordinances and any other provisions as promulgated, adopted, passed and/or provided by the federal, state or municipal governments.

10. Compliance with CITY ordinances. CONTRACTOR shall report to CITY a list of all residential units that are not in compliance with the terms of any CITY ordinances, and CONTRACTOR shall cooperate with CITY in all enforcement activity.

11. Contractor's Employees. CONTRACTOR agrees to furnish at its expense all necessary employees and assistants to perform the obligations of the provisions of the Wisconsin Fair Employment Act, Subchapter II of Chapter 111 of the Wisconsin Statutes, as amended, pertaining to the practice of denying employment and other opportunities to, and discriminating against, properly qualified persons by reason of their age, race, creed, color, handicap, sex, national origin, ancestry, arrest record or conviction record. In addition, where required by federal law, CONTRACTOR shall comply with all provisions of the Civil Rights Act of 1964, Title VII as amended; the Federal Age Discrimination in Employment Act; and the Federal Rehabilitation Act of 1973. CONTRACTOR shall have sole control over its employees and be solely responsible for their supervision and pay.

12. Worker's Compensation Insurance. CONTRACTOR shall maintain for the life of this agreement worker's compensation insurance for all of its employees providing work or services pursuant to the terms of this agreement. The amount of such insurance shall be the statutory limit required under Wisconsin law, and shall be provided by such insurers licensed to do business in the State of Wisconsin. All worker's compensation insurance policies carried by CONTRACTOR shall bear an endorsement or shall have attached thereto a rider providing that in the event of cancellation or proposed cancellation of such policies for any reasons whatsoever, the CITY shall be notified by mail at least thirty (30) days prior to any such cancellation.

13. Liability Insurance. CONTRACTOR shall maintain during the life of this agreement public liability insurance and property damage insurance insuring CONTRACTOR and the CITY, its employees, officers, agents, and designees, whether appointed, hired and/or elected, as additional insureds, against liability for injury to property for at least five hundred thousand dollars (\$500,000) and against liability for injury to persons or for loss of life with limits of two million dollars (\$2,000,000) per person and per occurrence, and shall furnish evidence of such insurance satisfactory to CITY, such insurance to be specifically subject to the approval of CITY. Such policy shall bear an endorsement or shall have attached thereto a rider providing that in the event of cancellation or proposed cancellation of such policy for any reason whatsoever, the CITY shall be notified by mail at least thirty (30) days prior to any such cancellation.

14. Indemnification and Hold Harmless. CONTRACTOR agrees to indemnify CITY and to save and hold CITY free and harmless from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, actions, and/or causes of action of any kind or of any nature, which may be sustained by reason of damage or damages or injury to any person or persons or property, or death to any person or persons, or by reason of any other liability imposed by law or by anything or by anyone else upon CITY, as the result of and/or due to CONTRACTOR's operations which are the subject of this agreement; and CONTRACTOR agrees to indemnify and save and hold free and harmless any of CITY's appointed, hired, and/or elected officers, agents, employees, and designees from the aforementioned judgments, damages, losses, costs, claims, expenses, suits, demands, actions, and/or causes of action of any kind or of any nature, and this specifically includes within this indemnification and hold harmless attorneys' fees and other costs of defense which may be sustained by and/or occasioned to CITY and/or any of CITY's appointed, hired, and/or elected officers, agents, employees, and designees.

15. Indemnification and Hold Harmless From Landfill Site. CONTRACTOR agrees to provide to CITY with an indemnification and hold harmless from the owner and/or operator and/or responsible party of the landfill site (the decision as to the provider of the hold harmless to be made by CITY) whereby the responsible party will indemnify and save and hold CITY and CITY's appointed, hired, and/or elected officers, agents, employees, and designees, free and harmless from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, actions, and/or causes of action of any kind or of any nature, which may be sustained by reason of damage or damages or injury to any person or persons or property, or death to any person or persons, or by reason of any other liability imposed by law or by anything or by anyone else upon CITY, as the result of and/or due to RESPONSIBLE PARTY's operations at the landfill site, and especially in relation to the refuse from CITY; and RESPONSIBLE PARTY agrees to indemnify and save and hold free and harmless any of CITY's appointed, hired, and/or elected officers, agents, employees,

and designees from the aforementioned judgments, damages, losses, costs, claims, expenses, suits, demands, actions, and/or causes of action of any kind or of any nature, and this specifically includes within this indemnification and hold harmless attorneys' fees and other costs of defense which may be sustained by and/or occasioned to CITY and/or any of CITY's appointed, hired, and/or elected officers, agents, employees, and designees.

16. Selection of the disposal site. CONTRACTOR and CITY agree that CITY has not actually participated in selection of the disposal site and is neither arranging for disposal or transporting refuse and therefore is not a transporter arranger as defined in s. 292.35(g), Wis. Stats. Further, CITY is not a person who accepts or accepted any hazardous substance for transport to disposal or treatment facilities, incineration vessels or sites selected by such person from which there is a release, or a threatened release, which causes the incurrence of response costs, of hazardous substance as defined in 42 U.S.C. s. 9607(a) (4) as it has not been involved in the selection process nor was there direction given by CITY for said selection.

17. Payment for Services. For all services provided by CONTRACTOR to CITY, CITY shall pay to CONTRACTOR on a basis of sixteen thousand five hundred four (16,504) residential units, the estimated number of residential units existing in CITY as of January 1, 2010, with additions or subtractions from that amount being made as follows:

- A. Increase in base fee per month per unit for additional residential units. The number of residential units shall be adjusted on January 2 of each subsequent contract year after 2010, as follows: Increases shall be made for residential units annexed into the City and for newly constructed residential units to be determined on the basis of CITY's Building Inspections Department records of new construction permits issued between January 2 of each preceding year and January 2 of the subsequent year. Decreases shall be made as a result of residential unit demolitions as recorded in the records of CITY's Building Inspections Department. Except that adjustments will be made in the event that over twenty-five (25) residential units are annexed in any one (1) month period in which case adjustments will be made at the beginning of the month subsequent to the approval of the annexation.

The increase in the TOTAL ANNUAL BASE FEE for additional (or decreased) residential units during the appropriate year shall be on a per month per unit basis in accordance with the rates shown in column "C" of EXHIBIT III.

- B. CITY shall pay CONTRACTOR, on or before the 15th of each month for the service provided in the previous month, one twelfth of the amount shown in column "A" + "B" (TOTAL ANNUAL BASE FEE) of EXHIBIT III for the appropriate year and any increases in accordance with paragraph 17, A above. It is understood that said payment made to CONTRACTOR is for services rendered under this agreement and also for services rendered under the RECYCLABLE SOLID WASTE COLLECTION SERVICE AGREEMENT.

Payment shall be made as directed by CONTRACTOR

- C. It is understood that the cost of the services provided in this agreement is partially based upon a landfill tipping fee that must be paid by CONTRACTOR to the owner of the landfill where the waste is deposited. If State or Federal landfill excise fees are increased or decreased the annual payment made to CONTRACTOR by CITY shall be increased or decreased at a rate of eleven thousand dollars (\$11,000) for each whole dollar (\$1.00) change in the State or Federal landfill excise fees. This rate adjustment shall be effective as of the date that the increase or decrease is effective. If the increase or decrease is less than a whole dollar amount the partial dollar shall be pro-rated.

This charge is based upon an estimated 11,000 tons of landfilled waste per year and shall not be changed during the life of this agreement.

- D. **Fuel Surcharge:** For purposes of this agreement, the base cost of diesel fuel shall be established at three dollars and twenty five cents (\$3.25) per gallon. On the first day of every month of the term of this Agreement CITY shall determine if CONTRACTOR is eligible to receive a one hundred ninety six dollar (\$196) fuel surcharge payment for every whole ten cent (\$0.10) units that the cost of diesel fuel exceeds the base cost of diesel fuel. To determine if the cost of diesel fuel has exceeded the base cost of diesel fuel, on the first day of every month, the cost of fuel for the first Monday of the previous month shall be used in the calculation, as determined from data provided by the U.S. Energy Information Administration. The cost data to be used is the Weekly Retail On-Highway Diesel Prices-Average All Types, for the Midwest Region of the United States. This cost information is available on the website at:  
<http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>

If a fuel surcharge payment is due that month, said payment shall be made at the time the payment described in paragraph 17, B is made.

18. Similar and like-kind service. CITY shall, upon 30 days' notice to CONTRACTOR, have the option to request that CONTRACTOR provide the similar and like-kind service to CITY which CONTRACTOR provides to another community within the Wausau Urban Area served by CONTRACTOR. Within ten (10) days of CONTRACTOR's receipt of this request, CONTRACTOR shall set forth the factors influencing cost which differ between CITY and the community, and CITY and CONTRACTOR shall set forth the factors influencing cost which differ between CITY and the community, and CITY and CONTRACTOR shall negotiate a cost satisfactory to both parties within thirty (30) days of CITY's receipt of response from CONTRACTOR. Failure to agree to a cost may result in option of early termination under paragraph 21, B. This like-kind service would include the same cost of service paid by the other community, with allowances made for relevant factors influencing cost which may differ between the communities and which are documented by CONTRACTOR.

19. Term of Agreement. This agreement shall remain in effect for a period of five (5) years from January 1, 2010, through December 31, 2014.

20. Notice. Any notice required herein shall be sent by certified U.S. mail as follows:

- A. To the CITY: City Clerk, City of Wausau, City Hall, 407 Grant Street, Wausau, Wisconsin 54403-4783.
- B. To the CONTRACTOR: General Manager, Veolia ES Solid Waste Midwest, LLC, 5509 Fuller Street, Schofield, Wisconsin, 54476.

21. Early Termination.

- A. *For Default.* This agreement may be terminated by either party for default by the other party by giving sixty (60) days' prior written notice of the intended date of termination. Termination shall not become effective if the defaulting party remedies or cures the default within thirty (30) days of mailing the written notice of default.
- B. *For Unsatisfactory Service.* CITY may terminate the contract for unsatisfactory service upon sixty (60) days' written notice to CONTRACTOR. Unsatisfactory service shall include, but not be limited to, consistent or recurring failure to collect nonrecyclable solid waste placed at the curb side in a timely manner, omission of collections, failure to clean collection sites of nonrecyclable solid waste spilled during the collection process or similar deviations from the requirements.
- C. Should, for any reason, the agreement for collection of recyclable solid waste by CONTRACTOR be terminated, this agreement shall then terminate on the same date as the agreement for collection of recyclable solid waste.
- D. In the event that the State of Wisconsin laws governing nonrecyclables are amended or the Wisconsin Department of Natural Resources Administrative Rules governing nonrecyclables take effect during the term of this agreement the parties shall have ninety (90) days from the date of notice of change served by one party or the other to reach agreement as to any new or revised terms and conditions of this agreement. Failure to reach agreement within ninety (90) days shall cause this agreement to terminate automatically sixty days after the ninety (90) day period.

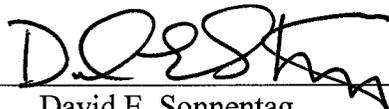
22. Assignment. CONTRACTOR may not assign or sublet this agreement or any of the services provided under this agreement without the approval of CITY, such approval to be manifested only by a resolution adopted by a majority of the Common Council.

23. Miscellaneous. This agreement contains the entire agreement of the parties and any agreement hereafter made shall be ineffective to change, modify, discharge, or effect abandonment of it in whole or in part unless such agreement is in writing and signed by all the parties. The failure of either party of this agreement to object to, or to take affirmative action with respect to, any act or omission of the other which is a violation of the terms of this agreement shall not be construed as a waiver thereof, or of any future breach or subsequent wrongful conduct.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

CONTRACTOR:

Veolia ES Solid Waste Midwest, LLC



David E. Sonnentag  
Regional Manager

CITY OF WAUSAU BY:



James E. Tipple, Mayor



Kelly Michaels, Clerk

Prepared: May 18, 2009

Revised: May 19, 2009

June 9, 2009

June 12, 2009

June 15, 2009

September 10, 2009

September 28, 2009

October 28, 2009

Alternate 1 EXHIBIT III  
**5-YEAR COST SUMMARY**  
**CITY OF WAUSAU WASTE MANAGEMENT PROPOSAL / CONTRACT**

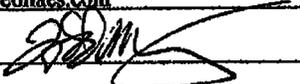
CONTRACTOR NAME: Veolia ES Solid Waste Midwest, LLC

ADDRESS: 5509 Fuller Street  
Schofield WI, 54476

TELEPHONE NUMBER: 715-359-6637

FAX: 715-359-2123

EMAIL ADDRESS: todd.mitchell@veoliaes.com

AUTHORIZED SIGNATURE:  DATE: 09/18/2009

YEAR	"C" INCREASE (DECREASE) IN BASE FEE PER MONTH PER UNIT FOR ADDITIONAL RESIDENTIAL UNITS	"A" 16,504 units  NON-RECYCLABLE PICK-UP AND DISPOSAL	"B" 16,504 units  RECYCLABLE PICK-UP, PROCESSING, AND MARKETING	"A" + "B" TOTAL ANNUAL BASE FEE	"D" INCREASE COST PER YEAR IF WASTE IS DISPOSED IN THE MARATHON COUNTY LANDFILL (11343 tons)
2010	\$5.80 + \$1.70 = \$7.50  (For annexations larger than 25 units during 2010)	\$1,148,678.40	\$336,681.60	\$1,485,360.00	\$0
2011	\$6.25 + \$1.80 = \$8.05	\$1,237,800.00	\$356,486.40	\$1,594,286.40	\$0
2012	\$6.60 + \$1.90 = \$8.50	\$1,307,116.80	\$376,291.20	\$1,683,408.00	\$0
2013	\$6.75 + \$2.00 = \$8.75	\$1,336,824.00	\$396,096.00	\$1,732,920.00	\$0
2014	\$ 6.90 + \$2.10 = \$9.00	\$1,366,531.20	\$415,900.80	\$1,782,432.00	\$0
<b>TOTALS FOR 5-YEARS</b>		<b>\$6,396,950.40</b>	<b>\$1,881,456.00</b>	<b>\$8,278,406.40</b>	<b>\$0</b>
<b>GRAND TOTAL BASE FEE FOR 5 YEAR PROPOSAL:        \$8,278,406.40</b>					<b>TOTAL LANDFILL COST INCREASE FOR 5 YEAR CONTRACT  \$ 0</b>

Name of initial State of Wisconsin licensed landfill to be utilized: Veolia - Cranberry Creek Landfill

Contractor cost per ton for disposal at this landfill: \$ 29.60

The 2010 base rate in this alternative bid is discounted in an effort to help the City with their budgetary constraints. Total 5 year cost proposal remains the same.

Drafted: May 19, 2009  
Revised: June 12, 2009

WasteManagementProposalCostSummary.doc

## RECYCLABLE SOLID WASTE COLLECTION SERVICE AGREEMENT

THIS AGREEMENT made this 28<sup>th</sup> day of September, 2009, by and between the City of Wausau, a municipal corporation of the State of Wisconsin located in Marathon County, Wisconsin, hereinafter referred to as "CITY" and Veolia ES Solid Waste Midwest, LLC hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, CITY provides recyclable solid waste collection service to its citizens pursuant to an effective recycling program under Chapter 159, Wisconsin Statutes and NR544 Wisconsin Administrative Code and pursuant to certain terms and conditions articulated in Chapter 6.44 of the *Wausau Municipal Code* and CONTRACTOR is in the business of providing recyclable solid waste collection service, and

WHEREAS, CONTRACTOR shall provide recyclable solid waste collection service to CITY, and CITY shall pay a sum to CONTRACTOR for this service all under certain terms and conditions.

NOW, THEREFORE, in consideration of the covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. Services Provided.

- A. Curb-Side Pickup. CONTRACTOR shall collect, pick up, and haul away, from each residential unit, as defined within the corporate limits of the City of Wausau, all recyclable solid waste as listed herein and as specified in the City of Wausau Solid Waste Disposal ordinance, Chapter 6.44, *Wausau Municipal Code*, and as amended, unless CITY has been notified that a variance has been granted to CITY by the Department of Natural Resources which exempts an item listed from mandatory recycling requirements and CITY elects to remove from the recyclables list: Newspapers, mixed paper, glass containers, aluminum containers, steel containers, automotive waste oil, lead acid batteries, PETE plastic containers, HDPE plastic containers, magazines, corrugated cardboard or other container board, bi-metal containers, PVC plastic containers, LDPE plastic containers, PP plastic containers, polystyrene plastic containers, and foam polystyrene packaging. CONTRACTOR shall collect and haul these recyclables, from a plastic bin or other container(s) agreed upon by CITY and CONTRACTOR set out by CITY residents at curb side. Recyclables shall be separated into the categories agreed upon by CITY and CONTRACTOR in an effort to maximize the amount of refuse recycled, provide for an efficient collection process and maintain a high market value for the material collected. The collection,

processing and marketing program of CONTRACTOR shall comply with all State Statutes and Administrative Rules and regulations.

- B. CITY, upon sixty (60) day notice, may designate materials to be added to or deleted from the list of recyclables to be collected by CONTRACTOR. The parties may agree to adjust compensation, except that such adjustment shall be limited to those additional or reduced expenses related to the added or deleted items(s).
- C. CONTRACTOR shall collect recyclable solid waste at least once every two weeks in accordance with a specific collection schedule. Collection of recyclable and nonrecyclable solid waste shall be on the same day of the week in each collection area. Collection activity shall not commence before 5:45 a.m. CONTRACTOR shall maintain all recyclables in a marketable condition and keep all source-separated items separate throughout the collection processing and marketing of the materials as required by NR544.05(1) Wisconsin Administrative Code.
- D. CONTRACTOR shall, at no expense to CITY, notify all residential units within the collection area of any change in the days of collection, such notification being made pursuant to advance publication by display ad in the *Wausau Daily Herald*. At least 30 days prior to CONTRACTOR issuing a notice of schedule change, said notice shall be sent to CITY for review and approval.
- E. CONTRACTOR shall make collections with minimal noise and disturbance. All equipment will be operated and maintained to minimize noise.
- F. CONTRACTOR shall insure that no recyclable solid waste spilled during the collection process or any containers are left or scattered on any property, public or private, to include any lawn, drive, boulevard, street, alley or roadway.
- G. CONTRACTOR shall cause the delivery of all source-separated recyclable materials to an appropriate recycling facility.
- H. CONTRACTOR shall furnish to CITY on a quarterly basis, reports with a calculated tonnage of each recyclable solid waste collected within the CITY under this contract. Available documentation such as receipts for loads shall be included in these reports.
- I. CONTRACTOR shall provide CITY with contracts they have for the processing and marketing of all recyclable materials and reports indicating the weight of rejected recyclable material for each recyclable item collected and the weight of accepted and processed recyclable material for each recyclable material collected.
- J. CONTRACTOR shall not be required to collect or pick up any recyclable solid waste from a residential unit if such waste has not been deposited in City-approved containers and placed by 5:45 a.m. at the curb on the day of collection.

K. CONTRACTOR shall, on a monthly basis, provide CITY with a list of all households whose recyclable material was either in an unacceptable condition or who failed to properly separate the material and CONTRACTOR shall cooperate with CITY in all enforcement activity.

2. Contractor's Equipment. CONTRACTOR understands and agrees that it will furnish and provide all necessary motor vehicles, apparatus, and equipment to do all the work, and it will perform all the services in this agreement, and that this shall be accomplished at the contractor's sole expense. All collection equipment shall be clean, well painted, and reasonably free of rust. There shall be no leakage of either motor oil or hydraulic oil onto the street surface. Loud squealing brake noise shall be investigated and repaired to minimize complaints.

3. Compliance with Rules. CONTRACTOR agrees that all collection, pick-up, hauling, sorting, processing and marketing methods shall be accomplished according to and pursuant to all applicable laws, rules, orders, regulations, policies and any other provisions as promulgated, adopted, passed and/or provided by the federal, state or municipal governments.

4. Contractor's Employees. CONTRACTOR agrees to furnish at its expense all necessary employees and assistants to perform the obligations of the provisions of the Wisconsin Fair Employment Act, Subchapter II of Chapter 111 of the Wisconsin Statutes, as amended, pertaining to the practice of denying employment and other opportunities to, and discriminating against, properly qualified persons by reason of their age, race, creed, color, handicap, sex, national origin, ancestry, arrest record or conviction record. In addition, where required by federal law, CONTRACTOR shall comply with all provisions of the Civil Rights Act of 1964, Title VII as amended; the Federal Age Discrimination in Employment Act; and the Federal Rehabilitation Act of 1973. CONTRACTOR shall have sole control over its employees and be solely responsible for their supervision and pay.

5. Worker's Compensation Insurance. CONTRACTOR shall maintain for the life of this agreement worker's compensation insurance for all of its employees providing work or services pursuant to the terms of this agreement. The amount of such insurance shall be the statutory limit required under Wisconsin law, and shall be provided by such insurers licensed to do business in the State of Wisconsin. All worker's compensation insurance policies carried by CONTRACTOR shall bear an endorsement or shall have attached thereto a rider providing that in the event of cancellation or proposed cancellation of such policies for any reasons whatsoever, the CITY shall be notified by mail at least thirty (30) days prior to any such cancellation.

6. Liability Insurance. CONTRACTOR shall maintain during the life of this agreement public liability insurance and property damage insurance insuring CONTRACTOR and the CITY, its employees, officers, agents, and designees, whether appointed, hired and/or elected, as additional insureds, against liability for injury to property for at least five hundred thousand dollars (\$500,000) and against liability for injury to persons or for loss of life with limits of two million dollars (\$2,000,000) per person and per occurrence, and shall furnish evidence of such insurance satisfactory to CITY, such insurance to be specifically subject to the approval of the City of Wausau. Such policy shall bear an endorsement or shall have attached thereto a rider providing that in the event of

cancellation or proposed cancellation of such policy for any reason whatsoever, the CITY shall be notified by mail at least thirty (30) days prior to any such cancellation.

7. Indemnification and Hold Harmless. CONTRACTOR agrees to indemnify CITY and to save and hold CITY free and harmless from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, actions, and/or causes of action of any kind or of any nature, which may be sustained by reason of damage or damages or injury to any person or persons or property, or death to any person or persons, or by reason of any other liability imposed by law or by anything or by anyone else upon CITY, as the result of and/or due to CONTRACTOR's operations which are the subject of this agreement; and CONTRACTOR agrees to indemnify and save and hold free and harmless any of CITY's appointed, hired, and/or elected officers, agents, employees, and designees from the aforementioned judgments, damages, losses, costs, claims, expenses, suits, demands, actions, and/or causes of action of any kind or of any nature, and this specifically includes within this indemnification and hold harmless attorneys' fees and other costs of defense which may be sustained by and/or occasioned to CITY and/or any of CITY's appointed, hired, and/or elected officers, agents, employees, and designees.

8. Indemnification and Hold Harmless From Landfill Site. CONTRACTOR agrees to provide to CITY with an indemnification and hold harmless from the owner and/or operator and/or responsible party of the landfill site (the decision as to the provider of the hold harmless to be made by CITY) whereby the responsible party will indemnify and save and hold CITY and CITY's appointed, hired, and/or elected officers, agents, employees, and designees, free and harmless from and against any and all judgments, damages, losses, costs, claims, expenses, suits, demands, actions, and/or causes of action of any kind or of any nature, which may be sustained by reason of damage or damages or injury to any person or persons or property, or death to any person or persons, or by reason of any other liability imposed by law or by anything or by anyone else upon CITY, as the result of and/or due to RESPONSIBLE PARTY's operations at the landfill site, and especially in relation to the refuse from CITY; and RESPONSIBLE PARTY agrees to indemnify and save and hold free and harmless any of CITY's appointed, hired, and/or elected officers, agents, employees, and designees from the aforementioned judgments, damages, losses, costs, claims, expenses, suits, demands, actions, and/or causes of action of any kind or of any nature, and this specifically includes within this indemnification and hold harmless attorneys' fees and other costs of defense which may be sustained by and/or occasioned to CITY and/or any of CITY's appointed, hired, and/or elected officers, agents, employees, and designees.

9. Selection of the disposal site. CONTRACTOR and CITY agree that CITY has not actually participated in selection of the disposal site and is neither arranging for disposal or transporting refuse and therefore is not a transporter arranger as defined in s.292.35(g), Wis. Stats. Further, CITY is not a person who accepts or accepted any hazardous substance for transport to disposal or treatment facilities, incineration vessels or sites selected by such person from which there is a release, or a threatened release, which causes the incurrence of response costs, of hazardous substance as defined in 42 U.S.C. s. 9607(a) (4) as it has not been involved in the selection process nor was there direction given by CITY for said selection.

10. Payment for Services. Payment for all services provided by CONTRACTOR under this agreement and adjustments to those payments to CONTRACTOR are covered in

the companion agreement entitled, "NONRECYCLABLE SOLID WASTE COLLECTION SERVICE AGREEMENT".

11. Term of Agreement. This agreement shall remain in effect for a period of five (5) years from January 1, 2010, through December 31, 2014.

12. Similar and like-kind service. CITY shall, upon thirty (30) days' notice to CONTRACTOR, have the option to request that CONTRACTOR provide the similar and like-kind service to CITY which CONTRACTOR provides to another community served by CONTRACTOR. Within ten (10) days of CONTRACTOR's receipt of this request, CONTRACTOR shall set forth the factors influencing cost which differ between CITY and the community, and CITY and CONTRACTOR shall negotiate a cost satisfactory to both parties within thirty (30) days of CITY's receipt of response from CONTRACTOR. Failure to agree to a cost may result in option of early termination under paragraph 14, B. This like-kind service would include the same cost of service paid by the other community, with allowances made for relevant factors influencing cost which may differ between the communities and which are documented by CONTRACTOR.

13. Notice. Any notice required herein shall be sent by certified U.S. mail as follows:

- A. To the CITY: City Clerk, City of Wausau, City Hall, 407 Grant Street, Wausau, Wisconsin 54403-4783.
- B. To the CONTRACTOR: General Manager, Veolia ES Solid Waste Midwest, LLC, 5509 Fuller Street, Schofield, Wisconsin, 54476.

14. Early Termination.

- A. *For Default.* This contract may be terminated by either party for default by the other party by giving sixty (60) days' prior written notice of the intended date of termination. Termination shall not become effective if the defaulting party remedies or cures the default within thirty (30) days of mailing the written notice of default.
- B. *For Unsatisfactory Service.* CITY may terminate the contract for unsatisfactory service upon sixty (60) days' written notice to CONTRACTOR. Unsatisfactory service shall include, but not be limited to, consistent or recurring failure to collect recyclable solid waste placed at the curb side in a timely manner, omission of collections, failure to clean collection sites of recyclable solid waste spilled during the collection process, or similar deviations from the requirements.
- C. Should, for any reason, the agreement for collection of nonrecyclable solid waste by CONTRACTOR be terminated, this agreement shall then terminate on the same date as the agreement for collection of nonrecyclable solid waste.
- D. In the event that either the laws of the State of Wisconsin or the new Wisconsin Department of Natural Resources Administrative Rules governing recycling take effect during the term of this agreement, the parties shall have ninety (90) days from the date

of notice of change to both parties to reach agreement as to new/revised terms and conditions of this agreement, otherwise this agreement shall terminate.

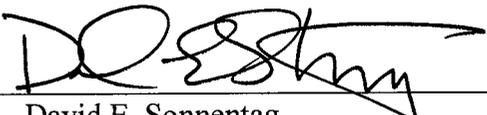
15. Assignment. CONTRACTOR may not assign or sublet this agreement or any of the services provided under this agreement without the approval of CITY, such approval to be manifested only by a resolution adopted by a majority of the Common Council.

16. Miscellaneous. This agreement contains the entire agreement of the parties and any agreement hereafter made shall be ineffective to change, modify, discharge, or effect abandonment of it in whole or in part unless such agreement is in writing and signed by all the parties. The failure of either party of this agreement to object to or to take affirmative action with respect to, any act or omission of the other which is a violation of the terms of this agreement shall not be construed as a waiver thereof, or of any future breach or subsequent wrongful conduct.

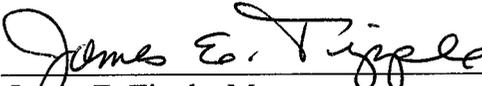
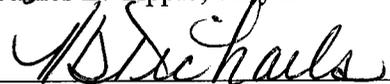
IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

CONTRACTOR:

Veolia ES Solid Waste Midwest, LLC

  
\_\_\_\_\_  
David E. Sonnentag  
Regional Manager

CITY OF WAUSAU BY:

  
\_\_\_\_\_  
James E. Tipple, Mayor  
  
\_\_\_\_\_  
Kelly Michaels, Clerk

Prepared: May 19, 2009  
Revised: September 10, 2009  
September 28, 2009  
October 28, 2009



September 3, 2014

Mayor Tipple  
City of Wausau  
5203 N 69<sup>th</sup> Street  
Wausau, WI 54403

RE: Contract For Refuse And Recyclables: Collection, Hauling & Processing Signed September 28, 2009 (the "Contract") By And Between City of Wausau (the City") and Advanced Disposal Services Solid Waste Midwest, LLC (formerly Veolia ES Solid Waste Midwest, LLC) (Advanced Disposal)

Mr. Tipple:

Thank you for allowing Advanced Disposal the opportunity to renew the Contracts for Refuse and Recyclables Collection Hauling and Processing between the City and Advanced Disposal.

This letter agreement documents the negotiations between Advanced Disposal and the City concerning the renewal of the Contracts. As we discussed, the Contracts shall be extended for an additional one year commencing January 1, 2015 and ending December 31, 2015. During the extended term, Advanced Disposal will continue to provide the same services as described in current Contract. For billing purposes, the same the house count used to calculate the number of trash and recycling units will be continued during the renewal term. In consideration for the renewal, effective January 1, 2015, a 4 % increase will be added to the rates charged to the City by Advanced Disposal for services provided during the renewal term.

Advanced Disposal will continue to be the City's exclusive provider for the services contemplated in the Contract during the renewal term. Collection does not include tires, appliances, or other materials that require special handling or that are prohibited by the Marathon County landfill for disposal.

If the terms of this letter agreement are acceptable to the City, please indicate the City's acceptance hereof by counter signing this letter below and returning a copy of the signed letter to me. Upon full execution, this letter agreement shall be binding upon and inure to the benefit of the parties. This letter agreement shall then serve as an extension of the Contracts amending the terms as set forth herein and together with the Contracts shall contain

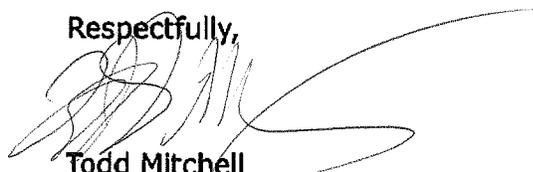
Mr. Tipple  
September 3, 2014  
Page 2 of 2

the entire understanding between the parties with respect to the subject matter. The terms and conditions described above with respect to services performed and rates charged during the renewal term shall become effective on January 1, 2015. All other terms and conditions of the Contract shall remain in full force and effect throughout the extended term.

Please contact me at (715) 359-6637 with questions or concerns.

Thank you.

Respectfully,



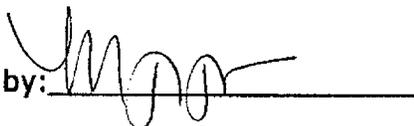
Todd Mitchell  
General Manager  
Advanced Disposal Services Solid Waste Midwest, LLC

The terms and conditions set forth above are hereby accepted and agreed to as of the day and year first above written. By signing below, the City represents and warrants that it has fully power and authority to enter into this letter agreement for the extension of the Contracts and the City's Mayor has been duly authorized to execute and deliver this letter agreement in accordance with all applicable laws, rules, regulations and ordinances.

CITY OF WAUSAU

  
James E. Tipple, Mayor

9/11/14  
Date

Attested by: 

## CITY OF WAUSAU FACILITIES

LOCATION	COLLECTION DAYS	CONTAINER
<b>CITY HALL</b>		
Garbage Pickup	Tuesday & Friday	2 Yd Dumpster
Paper Pickup	Monday, Wednesday & Friday	4 - 90 Gallon Containers
Co-mingle Recycling	Thursday	4 - 90 Gallon Containers
<b>PUBLIC SAFETY BUILDING</b>		
Garbage Pickup	Friday	1 - 1 Yard Dumpster
Paper Pickup	Friday	1 - 1 Yard Dumpster
Co-mingle Recycling	Thursday	1 - 90 Gallon Container
<b>WATER UTILITY</b>		
Garbage Pickup	Weekly	1 - 2 Yard Dumpster
Co-mingle Recycling	Weekly	1 - 2 Yard Dumpster
<b>SEWER UTILITY</b>		
Garbage	Weekly	3 - 3 Yard Dumpster
<b>DEPARTMENT OF PUBLIC WORKS</b>		
Garbage Pickup	Weekly	1 - 6 Yard Dumpster
Garbage Pickup	As Needed	1 - 6 Yard Dumpster
Cardboard Recycling	As Needed	1 - 4 Yard Dumpster
<b>CENTRAL FIRE STATION</b>		
Garbage Pickup	Weekly	1 - 3 Yard Dumpster
Co-mingled Recycling	Every Two Weeks	1- 95 Gallon Trash Bin 3 - Standard Green Bins
<b>ELECTRICAL DEPARTMENT</b>		
Garbage Pickup	As Needed	1 - 4 Yard Dumpster
Cardboard Recycling	As Needed	1 - 4 Yard Dumpster
<b>FIRE STATION #2</b>		
Garbage Pickup	Weekly	1 - 3 Yard Dumpster
Co-mingled Recycling	Every Two Weeks	1- 95 Gallon Trash Bin 3 - Standard Green Bins
<b>FIRE STATION #3</b>		
Garbage Pickup	Weekly	1 - 3 Yard Dumpster
Co-mingled Recycling	Every Two Weeks	1- 95 Gallon Trash Bin 3 - Standard Green Bins
<b>AIRPORT</b>		
Garbage Pickup	Weekly	1- 6 Yard Dumpster **
Co-mingled Recycling	Weekly	1 - 3 Yard Dumpster
<b>TRANSIT</b>		
Garbage Pickup	Weekly	1 - 3 Yard Container
Cardboard Recycling	Monthly	1 - 2 Yard Container
Paper	Monthly	1 - 1 Yard Container
Plastic Recycling	Monthly	1 - 1 Yard Container
<b>YARDWASTE SITE</b>		
Garbage Pickup	Weekly	2 - 6 Yard Dumpsters

## CITY OF WAUSAU FACILITIES

LOCATION	COLLECTION DAYS	CONTAINER
400 BLOCK and THIRD STREET		
Recycling - cans and bottles	Weekly	4 - 95 Gallon Trash Bins
Garbage	Bi-weekly	36 - Trash Bins
UWMC MARATHON PARK		
1201 W STEWART AVE		
Garbage Pickup		1 - 2 Yard Container
Cardboard Recycling		1 - 3 Yard Container
Recycling		1 - 1 Yard Container
UWMC MARATHON PARK		
518 S 7TH AVE		
Garbage Pickup		1 - 4 Yard Dumpster
Garbage Pickup		1 - 3 Yard Container
Garbage Pickup		1 - 6 Yard Dumpster
Cardboard Recycling		1 - 2 Yard Container
UWMC FIELDHOUSE		
615 GARFIELD AVE		
Garbage Pickup		1 - .5 Yard Container
Garbage Pickup		1 - 6 Yard Dumpster
Cardboard Recycling		1 - .5 Yard Container
UWMC FIELDHOUSE		
625 STEWART AVE		
Garbage Pickup		1 - .5 Yard Container
Cardboard Recycling		1 - .5 Yard Container
Recycling		1 - .5 Yard Container

**QUOTE # 1**  
**AUTOMATED REFUSE AND RECYCLING - CONTRACTOR PURCHASES**  
**CARTS**

<b>FIVE YEAR QUOTE</b>					
Year	Monthly Unit Rate	35 Gal	48 Gal	65 Gal	96 Gal
2016	Refuse	\$	\$	\$	\$
	Recycling	\$	\$	\$	\$
	Total	\$ -	\$ -	\$ -	\$ -
2017	Refuse	\$	\$	\$	\$
	Recycling	\$	\$	\$	\$
	Total	\$ -	\$ -	\$ -	\$ -
2018	Refuse	\$	\$	\$	\$
	Recycling	\$	\$	\$	\$
	Total	\$ -	\$ -	\$ -	\$ -
2019	Refuse	\$	\$	\$	\$
	Recycling	\$	\$	\$	\$
	Total	\$ -	\$ -	\$ -	\$ -
2020	Refuse	\$	\$	\$	\$
	Recycling	\$	\$	\$	\$
	Total	\$ -	\$ -	\$ -	\$ -

**QUOTE # 1**  
**AUTOMATED REFUSE AND RECYCLING - CONTRACTOR PURCHASES**  
**CARTS**

<b>SEVEN YEAR QUOTE</b>						
Year	Monthly Unit Rate	35 Gal	48 Gal	65 Gal	96 Gal	
2016	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2017	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2018	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2019	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2020	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2021	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2022	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	

**QUOTE # 1**  
**AUTOMATED REFUSE AND RECYCLING - CONTRACTOR PURCHASES**  
**CARTS**

<b>TEN YEAR QUOTE</b>						
Year	Monthly Unit Rate	35 Gal	48 Gal	65 Gal	96 Gal	
2016	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2017	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2018	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2019	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2020	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2021	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2022	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2023	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2024	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2025	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	

**QUOTE # 1**  
**AUTOMATED REFUSE AND RECYCLING - CITY PURCHASES AND OWNS**  
**CARTS**

<b>FIVE YEAR QUOTE</b>					
Year	Monthly Unit Rate	35 Gal	48 Gal	65 Gal	96 Gal
2016	Refuse	\$	\$	\$	\$
	Recycling	\$	\$	\$	\$
	Total	\$ -	\$ -	\$ -	\$ -
2017	Refuse	\$	\$	\$	\$
	Recycling	\$	\$	\$	\$
	Total	\$ -	\$ -	\$ -	\$ -
2018	Refuse	\$	\$	\$	\$
	Recycling	\$	\$	\$	\$
	Total	\$ -	\$ -	\$ -	\$ -
2019	Refuse	\$	\$	\$	\$
	Recycling	\$	\$	\$	\$
	Total	\$ -	\$ -	\$ -	\$ -
2020	Refuse	\$	\$	\$	\$
	Recycling	\$	\$	\$	\$
	Total	\$ -	\$ -	\$ -	\$ -

**QUOTE # 1**  
**AUTOMATED REFUSE AND RECYCLING - CITY PURCHASES AND OWNS**  
**CARTS**

<b>SEVEN YEAR QUOTE</b>						
Year	Monthly Unit Rate	35 Gal	48 Gal	65 Gal	96 Gal	
2016	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2017	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2018	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2019	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2020	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2021	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2022	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	

**QUOTE # 1**  
**AUTOMATED REFUSE AND RECYCLING - CITY PURCHASES AND OWNS**  
**CARTS**

<b>TEN YEAR QUOTE</b>						
Year	Monthly Unit Rate	35 Gal	48 Gal	65 Gal	96 Gal	
2016	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2017	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2018	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2019	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2020	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2021	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2022	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2023	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2024	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2025	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	

**QUOTE # 2**  
**MANUAL COLLECTION REFUSE AND RECYCLING**

FIVE YEAR QUOTE						
Year	Monthly Unit Rate	35 Gal	48 Gal	65 Gal	96 Gal	
2016	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2017	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2018	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2019	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2020	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	

**QUOTE # 2**  
**MANUAL COLLECTION REFUSE AND RECYCLING**

SEVEN YEAR QUOTE						
Year	Monthly Unit Rate	35 Gal	48 Gal	65 Gal	96 Gal	
2016	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2017	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2018	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2019	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2020	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2021	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2022	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	

**QUOTE # 2**  
**MANUAL COLLECTION REFUSE AND RECYCLING**

TEN YEAR QUOTE						
Year	Monthly Unit Rate	35 Gal	48 Gal	65 Gal	96 Gal	
2016	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2017	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2018	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2019	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2020	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2021	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2022	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2023	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2024	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	
2025	Refuse	\$	\$	\$	\$	
	Recycling	\$	\$	\$	\$	
	Total	\$ -	\$ -	\$ -	\$ -	

LANDFILL AND MATERIAL RECOVERY FACILITY LOCATION

LANDFILL DISPOSAL SITE \_\_\_\_\_

CONTRACTOR COST PER TON AT THIS LANDFILL SITE \_\_\_\_\_

MATERIAL RECOVERY FACILITY SITE \_\_\_\_\_

Please note sites expected to use during the course of the contract

DRAFT

**CART SPECIFICATIONS:**

Detail cart manufacturer and specifications here or attach separate documents.

DRAFT

**RATE 40 CUBIC YARD ROLL-OFF CONTAINERS**

Contractor to provide an inclusive cost of one 40 cubic yard container rental of approximately 3 weeks and transportation to the Marathon County Landfill. The City expects to use 4 to 6 roll-off containers. The City will pay tipping fees directly to the County. This is an all-inclusive cost and subject to CPI and Fuel charge increases if applicable.

40 cubic yard container rental and transportation to Marathon County

2016	\$ _____
2017	\$ _____
2018	\$ _____
2019	\$ _____
2020	\$ _____
2021	\$ _____
2022	\$ _____
2023	\$ _____
2024	\$ _____
2025	\$ _____

The lengthy of these services will ultimately coincide with the contract term. This service may or may not be utilized.

**SEASONAL YARD WASTE WEEKLY CURB SIDE COLLECTION  
SUBSCRIPTION SERVICE**

Seasonal yard waste collection shall be provided on a subscription service only. Collection and disposal shall be provided by the contractor with automated carts only. Cart size shall be 95 gallon class only. Residents requesting service shall be billed directly by the contractor.

The rates quoted will be for 2015 and shall include cart delivery and pick up, rental, collection and recycling of the yard waste.

Length of Season	_____
2016	\$ _____
2017	\$ _____
2018	\$ _____
2019	\$ _____
2020	\$ _____
2021	\$ _____
2022	\$ _____
2023	\$ _____
2024	\$ _____
2025	\$ _____

The length of these services will ultimately coincide with the contract term.

**CITY FACILITIES**

Provide the monthly fee schedule for the collection and disposal of refuse and recycling for city facilities. Rates listed will reflect 2016 rates.

Container Size	REFUSE			RECYCLING		
	Pick-Up Frequency Per Week			Pick-Up Frequency Per Week		
	1	2	3	1	2	3
90 Gallon						
.5 Yard						
1 Yard						
2 Yard						
3 Yard						
4 Yard						
6 Yard						

Detail annual cost increases if any: \_\_\_\_\_

DRAFT

FEE OR SURCHARGE	APPLY TO REFUSE COLLECTION <i>(Check Box)</i>	APPLY TO RECYCLING COLLECTION <i>(Check Box)</i>	COST AND NOTES
			<i>(Describe proposal and costs; use more space if needed)</i>
Fuel Surcharge			
Other.....(Describe)			

DRAFT

## BULK ITEMS AND ELECTRONICS SUBSCRIPTION SERVICE PROPOSAL

Large items shall be collected and disposed of by direct service request from residents. The contractor shall schedule the pick up at their discretion. The contractor shall direct bill and receive payment directly from the resident. The fee schedule can be adjusted annually upon approval by the Board of Public Works. Attach or enter the initial collection and disposal fees in the table below or provide a similar attachment.

This list is not intended to be inclusive.

Sofa	\$
Love Seat	\$
Upholstered Chair	\$
Rocker Recliner	\$
Mattress	\$
Box Springs	\$
Dining Table and Chairs	\$
Refrigerator	\$
Stove	\$
Dishwasher	\$
Washer	\$
Dryer	\$
Microwave	\$
Lumber	\$
Tire	\$
Snowblower	\$
Lawnmower - Push	\$
Lawnmower - Riding	\$
Outdoor Play Equipment - Disasser	\$
Computer	\$
TV - Large Screen	\$
TV	\$

Contractor: \_\_\_\_\_

The City of Wausau reserves the right to reject any or all bid proposals and select the bid proposal believed to be in the best interest of the City in the City’s sole discretion. The contract will be awarded to a single contractor based on consideration of bid prices, contractor qualifications, experience and capacity to provide services.

All proposals are valid for 90 days from bid opening  
The signed contract must be returned within 30 days of award

ADDENDUM NUMBERS ARE HEREBY

ACKNOWLEDGED: \_\_\_\_\_

The following listed documents are considered component parts of this proposal

This cost proposal form including attachments  
Refuse and Recycling Contracts (marked as draft)

PRINT COMPANY NAME \_\_\_\_\_

PRINT ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_

EMAIL \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

PRINT NAME AND TITLE \_\_\_\_\_



## **ADVANTAGES TO THE CITY OF BUYING ITS OWN CARTS**

- **COST SAVINGS** – Haulers pay the same price for a cart that the City would if purchasing directly. The hauler's cost to finance these carts is higher than the City's borrowing rate. (Please note: if capital to purchase the carts is not available, a third party "lease to own" financing with monthly payments is available to the City with no mark-up by the cart manufacturer.) Even though injection carts are 7 to 10 year assets and Toter Carts are 15 to 20 year assets, the hauler will fully amortize the carts during the contract term, usually 5 years, and must earn an annual rate of return (typically 12%) on these assets, even if the City takes ownership of the carts at the end of 5 years. All of these costs are hidden in the hauler's monthly bill for service. For example, a cart that might cost the City \$50 if purchased directly, may cost the City \$65 in monthly fees contained in the collection fee. If the City does not take ownership of the carts and the contract is extended beyond the original term, the City will continue to pay these higher than market costs related to carts that have already been fully depreciated. In a 10 year period (5 year contract plus 5 years of extensions), the City would pay all of these costs TWICE.
- **CHOICE OF A QUALITY CART** - The City chooses the cart brand, the quality, color, markings, etc. rather than letting the hauler choose the cheapest available cart that makes him the highest profit. Many haulers will tell you they do not care about quality or durability if they transfer the cart to the City after the 5 year contract, they only want cheap.
- **CONTROL** – The City is able to terminate a contractor for poor performance without being "held hostage" by the threat of the contractor removing his carts. City-owned carts make it easy to quickly contract with a new hauler.
- **ENSURING FUTURE COLLECTION BIDS ARE COMPETITIVE** – If the current hauler owns the carts in place in the City, he has a significant cost advantage over other bidders at the next bid. It will be difficult to replace the current hauler in a new bid, regardless of the City's dissatisfaction with his service.

- *CITY SERVICE* – Having the City's name/logo imprinted on the cart reminds citizens that, although it is privatized, refuse collection is a City provided service.
- **LOWEST TOTAL COST OF OWNERSHIP** – When asked to include carts in its collection bid price, the only incentive to the collection company is to find the cheapest cart available, regardless of cart quality or long term durability. The less the hauler pays for the carts, the lower his collection bid price will be. If the City will eventually own the carts at the end of the contract, it will own carts that were not chosen based on the lowest total cost of ownership. As a result, the City will bear the higher cart maintenance cost and the cost of having to prematurely replacing cheap carts that are not durable.



## QUOTATION

<b>Sell To:</b>		<b>Ship To:</b>	
Customer Contact	Maryanne Groat	Ship To Name	
Customer Name	City Of Wausau	Shipping Address	407 Grant St Wausau, WI 54403-4737
Billing Address	407 Grant St Wausau, WI 54403-4737	Customer Job Reference	
Email	mgroat@ci.wausau.wi.us		
Phone	715-261-6500		

Salesperson	Daniel Holihan	Created Date	08/14/2014
Email	dholihan@wastequip.com	Expiration Date	09/13/2014
			WQ-0030288
Phone	(765) 414-7859	Quote Number	Please Reference Quote Number on all Purchase Orders

Product Description	QTY	Unit Price	Extended Price
Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart	14,500	\$51.50	\$746,750.00
---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed	14,500	\$0.00	\$0.00
---Body Color - Any Granite Color	14,500	\$0.00	\$0.00
---Lid Color - Any Standard Lid Color	14,500	\$0.00	\$0.00
---Body Hot Stamp on Both Sides (New)	14,500	\$0.00	\$0.00
---Lid Hot Stamp Insert - Read from Street (Existing)	14,500	\$0.00	\$0.00
---Toter Serial Number Hot Stamped on Front of Cart Body in White	14,500	\$0.00	\$0.00
---Wheels - 10" Sunburst	14,500	\$0.00	\$0.00
---Warranty - 10 Year Unprorated	14,500	\$0.00	\$0.00
---One Time Die Charge for New Body Hot Stamp	1	\$300.00	\$300.00
Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart	14,500	\$51.50	\$746,750.00
---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed	14,500	\$0.00	\$0.00
---Body Color - Any Granite Color	14,500	\$0.00	\$0.00
---Lid Color - Any Standard Lid Color	14,500	\$0.00	\$0.00
---Body Hot Stamp on Both Sides (Existing)	14,500	\$0.00	\$0.00
---Lid Hot Stamp Insert - Read from Street (Existing)	14,500	\$0.00	\$0.00
---Toter Serial Number Hot Stamped on Front of Cart Body in White	14,500	\$0.00	\$0.00
---Wheels - 10" Sunburst	14,500	\$0.00	\$0.00
---Warranty - 10 Year Unprorated	14,500	\$0.00	\$0.00
Recording Serial Numbers: Serial numbers will be electronically recorded using a tablet during distribution to address database provided by the customer. Address database must be in an electronic format (Excel or CSV) and provided at least 10 business days prior to cart distribution. Toter will provide an Excel file of serial numbers coordinated with distribution addresses within 2-3 weeks after distribution services have ended. All reporting is determined by the accuracy of the Customer's electronic address database.	29,000	\$0.60	\$17,400.00
Assembly and Distribution (Dense): Cart assembly and distribution based on dense urban area in which each residence receives a cart. Carts will be distributed on a route-by-route basis based on customer provided list. A suitable work area for assembly (large, paved, secure and partially covered area) to be provided by customer. We request the customer's assistance in allowing the use of an onsite warehouse type fork lift to unload trailers. (Please Note: Pricing is subject to adjustment or negotiation based on unforeseen circumstances beyond Toter or its contractor's control. Additional	29,000	\$3.65	\$105,850.00



841 Meacham Rd, Statesville, NC, 28677  
PHONE: 800-424-0422 FAX: 704-878-0734 toterpo@wastequip.com  
Quote Number: WQ-0030288

Services available upon request and will be priced accordingly. A&D Service Fee will apply to projects below 3,000 carts.)

Subtotal	\$1,617,050.00
Freight (F.O.B)	\$135,622.26
Tax	\$88,937.75
Total	\$1,841,610.01

Special Instructions





Office of the City Attorney

Anne L. Jacobson  
City Attorney

Tara G. Alfonso  
Assistant City Attorney

COMMENTS REGARDING PROHIBITION AGAINST ALCOHOL CONSUMPTION  
ON PEDAL PUBS OR QUADRICYLES  
W.M.C. §9.04.027

- 2013 Wis. Act 103 created section 125.10(5)(a) allowing municipalities to prohibit the consumption of fermented malt beverages on commercial quadricycles through municipal ordinance.
- Pursuant to subsection 125.10(5)(b), however, a municipal ordinance enacted before January 1, 2014, regulating the possession or consumption of open containers of alcohol in public places may not prohibit the possession or consumption of alcohol beverages by passengers on a commercial quadricycle. Therefore, the Chief of Police has requested the City to enact an ordinance which would prohibit alcohol consumption on quadricycles or so called "pedal pubs."
- The proposed cash deposit/forfeiture inclusive of court costs upon a default is proposed to be the same as that under W.M.C. §9.04.025 prohibiting consumption or possession intoxicants while on public streets, parking lots, sidewalks or other public right-of way. would be a total of \$124.00 (or a \$50.00 deposit exclusive of court costs).

CITY OF WAUSAU, 407 Grant Street, Wausau, WI 54403

**ORDINANCE OF PUBLIC HEALTH AND SAFETY**

Creating Section 9.04.027 Quadricycles (Prohibition of alcohol consumption on)

Committee Action:

**Ordinance Number:**

Fiscal Impact:

**File Number:**

**Date Introduced:**

The Common Council of the City of Wausau do ordain as follows:

Section 1. That Section 9.04.027 Quadricycles, is hereby created to read as follows:

9.04.027 Quadricycles

No person shall consume any intoxicating liquor or fermented malt beverage while on a commercial quadricycle, as that term is defined in Wis. Stat. §340.01(8m).

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall be in full force and effect on the day after its publication.

Adopted:

Approved:

Approved:

Published:

Attest:

\_\_\_\_\_  
James E. Tipple, Mayor

Attest:

\_\_\_\_\_  
Toni Rayala, Clerk

ORDINANCE OF PUBLIC HEALTH AND SAFETY COMMITTEE	
Amending Section 1.01.025(c)(1)(B) Schedule of cash deposits	
Committee Action:	<b>Ordinance Number:</b>
Fiscal Impact: None	
<b>File Number:</b> 82-1252	<b>Date Introduced:</b>

The Common Council of the City of Wausau do ordain as follows:

Add ( )

Section 1. That Section 1.01.025(c)(1)(B) Schedule of cash deposits, is hereby amended to read as follows:

1.01.025 Issuance of citations. . . .

(c) Schedule of cash deposits.

(1) A schedule of cash deposits is established as follows:

. . .

(B) For violations of all ordinances other than those governed by the aforescribed Uniform State Deposit Schedule and other than ordinances in Titles 15 and 16 of this code, the cash deposit schedule shall be as follows:

*Municipal Ordinance Schedule of Deposits*

<u>Ord. No.</u>	<u>Offense</u>	<u>Deposit</u>
9.04.025	Liquor on street	50.00
9.04.027	Liquor on quadricycles	50.00
9.04.030	Disturbing the peace	50.00

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall be in full force and effect from and after its date of publication.

Adopted:  
Approved:  
Published:  
Attest:

Approved:

---

James E. Tipple, Mayor

Attest:

---

Toni Rayala, Clerk



Office of the City Attorney

Anne L. Jacobson  
City Attorney

Tara G. Alfonso  
Assistant City Attorney

COMMENTS REGARDING AMENDMENT OF TERM OF  
RENTAL LICENSES UNDER  
W.M.C. §16.04.039

- The City of Wausau Residential Rental Licensing program was on hold pending the outcome of a lawsuit filed by various local landlords in BC II Properties LLC, et al. v. City of Wausau, Marathon County Circuit Court Case No 14CV533 until December, 2014.
- As a result, numerous landlords had not applied for rental licenses under the original time frame provided in the ordinance of within 30 days of June 30. The City of Wausau Department of Public Works, Division of Inspection and Zoning provided a last notice to those landlords who had not yet applied that they would have until December 19, 2014, to submit their license applications without the application being considered “late.”
- Due to the timing of the resolution of the lawsuit and the last notice to area landlords, the City is requesting to amend the Rental Licensing Ordinance to provide for a new licensing period of December 1 through November 30, rather than what it currently provides as July 1 through June 30 in order to provide landlords with a full year’s, rather than a partial license.

**ORDINANCE OF PUBLIC HEALTH AND SAFETY COMMITTEE**

Amending Section 16.04.039 Residential Rental Licensing regarding term of license

Committee Action:

**Ordinance Number:**

Fiscal Impact: None

**File Number:** 13-1115

**Date Introduced:**

The Common Council of the City of Wausau do ordain as follows:

Add ( )  
Delete (——)

Section 1. That Section 16.04.039 Residential Rental Licensing, is hereby amended to read as follows:

16.04.039 Residential Rental Licensing.

...

(c) Residential Rental License Required.

...

(3) Each residential rental license is valid from ~~July~~ **December** 1st until the following ~~June~~ **November** 30<sup>th</sup>. Residential rental licenses are not transferable.

(d) Application.

(1) An application for a residential rental license shall be filed with the Department on forms provided by the Department ~~within 30 days of July 1~~ **no later than December 1** and in the case of any sale, transfer or conveyance of a dwelling unit within 30 days of any such sale, transfer or conveyance. The application shall be signed by the owner and the owner shall provide all information requested on the form which will enable the Department to contact the owner, or at the option of the owner, an agent of the owner, including the street address of the dwelling of dwelling unit to be inspected and the owner's legal name and shall be accompanied by the fee required in this section.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall be in full force and effect on the day after its publication.

Adopted:  
Approved:  
Published:  
Attest:

Approved:

---

James E. Tipple, Mayor

Attest:

---

Toni Rayala, Clerk

CITY OF WAUSAU, 407 Grant Street, Wausau, WI 54403

**JT. ORDINANCE OF PARKS AND RECREATION COMMITTEE AND  
PUBLIC HEALTH AND SAFETY COMMITTEE**

Amend Section 6.48.010 Mowing required to include public parklands

Committee Action: Parks 4-0  
PH&S

**Ordinance Number:**

Fiscal Impact: None

**File Number:** 87-0222

**Date Introduced:**

The Common Council of the City of Wausau do ordain as follows:

Add ( )

Section 1. That Section 6.48.010 Mowing required, is hereby amended to read as follows:

6.48.010 Mowing required. No person owning property or occupant of property within the city shall permit to grow or pollinate upon the premises any weeds, grasses or brush which cause or produce hay fever in human beings, exhale unpleasant or noxious odors or may conceal filthy deposits or provide a place for the accumulation of trash or litter. In order to prevent such growth and pollination, it shall be the duty of every property owner or occupant of property to mow or cause to be mowed upon the premises all grasses, weeds and brush exceeding one foot in height. The provisions of Section 66.0407 of the Wisconsin Statutes are incorporated herein by reference. Any golf course or public parkland located wholly within the City of Wausau shall be exempt from the mowing requirement of this provision.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall be in full force and effect on the day after its publication.

Adopted:  
Approved:  
Published:  
Attest:

Approved:

\_\_\_\_\_  
James E. Tipple, Mayor

Attest:

\_\_\_\_\_  
Toni Rayala, Clerk

## ***CLERK'S REPORT TO PUBLIC HEALTH & SAFETY COMMITTEE***

January 19, 2015 Meeting

### **AGENDA ITEM**

---

Approve or deny various licenses as indicated on the attached summary report of all applications received.

### **ADDITIONAL INFORMATION**

---

Applications as listed have or will have a background check run by staff and reviewed by the Police Chief or his designee. Applications marked pending will have a status update at the meeting. In accordance with city ordinance, **all permits approved are held for debts owed to the city until the debt is paid in full.**

1. The Liquor License Review Subcommittee approved an application for an available regular Class B Beer & Liquor License for: JK Gumbos of Wisconsin, LLC, owners Keith Malwitz and John Jacobs, d/b/a J. Gumbo's, 316 N 3<sup>rd</sup> Street, in the Washington Square space formerly occupied by Cold Water Creek. Restaurant franchise fast-casual Cajun brand; first in Wisconsin. They also applied for a Tavern Entertainment license and will be applying for a Sidewalk Café license in spring. Anticipated spring opening.
2. John J. Hall, d/b/a 3<sup>rd</sup> Avenue Treasures, 614 N 3<sup>rd</sup> Ave, has applied for a Pawn Broker license, after police officers found that he was operating the business without proper licensing.
3. One Special Event Class II application: Marshfield Clinic Proudly Presents: "Chase 'n Chocolate 5K Fun/Run Walk, May 9, 2015.
4. All licenses on the attached list have been recommended for approval. Pet Fancier Permits are pending the background check by the Humane Officer.

### **STAFF RECOMMENDATION**

---

Staff recommendation is to approve or deny as indicated on the summary report including those that may be introduced at the meeting. Please let me know if you have any question regarding any license applications listed.

Mary Goede, Deputy Clerk

Date of Report: January 15, 2015

(715) 261-6621

HEALTH AND SAFETY LIST  
ALL LICENSES  
JANUARY 19, 2015REPORT ID: LRS530I  
RUN DATE: 1/15/15  
RUN TIME: 14:29:06

<u>NAME</u> <u>ADDRESS</u>	<u>RECORD</u> <u>YEAR</u>	<u>APPLICATION</u> <u>DATE</u>	<u>EVENT START</u> <u>DATE</u>	<u>EXPIRATION</u> <u>DATE</u>	<u>REVOCAION</u> <u>DATE</u>	<u>BUSINESS NAME</u>	<u>LICENSE TYPE</u>	<u>APR</u>	<u>DEN</u>	<u>PEN</u>	<u>OWES</u> <u>DEBT</u>
JK GUMBOS OF WISCONSIN LLC PO BOX 194 WESTON, WI 54476	2014	12/16/2014	2/11/2014	6/30/2015		J. GUMBO'S	CLASS B BEER & LIQUOR	___	___	___	___
ARNOLD, GARRETT D 706 FRANKLIN ST WAUSAU, WI 54403	2014	12/22/2014		6/30/2015		THE GLASS HAT	OPERATOR NEW	___	___	___	___
BESSETTE, RYAN M T6581 COUNTY RD W WAUSAU, WI 54403	2014	1/09/2015		6/30/2015		OZ	OPERATOR NEW	___	___	___	___
EDWARDS, MARIE A 1436 E CHERRY ST WAUSAU, WI 54401	2014	1/12/2015		6/30/2015		R STORE #5	OPERATOR NEW	___	___	___	___
FRANCE, MATTHEW L 1130 S 50TH AVE APT 122 WAUSAU, WI 54401	2014	12/22/2014		6/30/2015		WHISKEY RIVER BAR &	OPERATOR NEW	___	___	___	___
GARDNER, SARAH J 524 1/2 HAMILTON ST WAUSAU, WI 54403	2014	12/30/2014		6/30/2015		R-STORE #31	OPERATOR NEW	___	___	___	___
HANSEN, MATTHEW G 402 LISBETH RD WAUSAU, WI 54401	2014	12/30/2014		6/30/2015		R-STORE #34	OPERATOR NEW	___	___	___	___
HOFMANN, KELLY M 10609 TESCH LN ROTHSCHILD, WI 54474	2014	12/18/2014		6/30/2015		MILWAUKEE BURGER COM	OPERATOR NEW	___	___	___	___
LAHR, TAYLOR N 4811 RACHEL LN APT 30 WAUSAU, WI 54401	2014	1/12/2015		6/30/2015		TRIG'S WAUSAU	OPERATOR NEW	___	___	___	___
LANG, COURTNEY L 5001 ELM ST WAUSAU, WI 54476	2014	12/29/2014		6/30/2015		JIM'S CORNER PUB	OPERATOR NEW	___	___	___	___
LEE, LASHIA 309 N 44TH AVENUE WAUSAU, WI 54401	2014	1/06/2015		6/30/2015		WALGREENS #13371	OPERATOR NEW	___	___	___	___
MUGGE, LA TAUSHIA R 3855 MAIN DRIVE MERRILL, WI 54452	2014	12/22/2014		6/30/2015		COURTYARD BY MARRIOT	OPERATOR NEW	___	___	___	___
ROPER, CAITLIN M 1290 NORTH POINT DR #Q STEVENS POINT, WI 54481	2015	1/02/2015		6/30/2016		APPLEBEE'S NEIGHBORH	OPERATOR NEW	___	___	___	___
SAVASKE, AUSTYN M 213 N 10TH ST WAUSAU, WI 54403	2014	12/16/2014		6/30/2015		6TH STREET PUB	OPERATOR NEW	___	___	___	___

HEALTH AND SAFETY LIST  
 ALL LICENSES  
 JANUARY 19, 2015

 REPORT ID: LRS530I  
 RUN DATE: 1/15/15  
 RUN TIME: 14:29:06

<u>NAME</u> <u>ADDRESS</u>	<u>RECORD</u> <u>YEAR</u>	<u>APPLICATION</u> <u>DATE</u>	<u>EVENT START</u> <u>DATE</u>	<u>EXPIRATION</u> <u>DATE</u>	<u>REVOCAION</u> <u>DATE</u>	<u>BUSINESS NAME</u>	<u>LICENSE TYPE</u>	<u>APR</u>	<u>DEN</u>	<u>PEN</u>	<u>OWES</u> <u>DEBT</u>
SLOMA, ALEC G 3603 HOWLAND AVE SCHOFIELD, WI 54476	2015	1/06/2015		6/30/2016		KWIK TRIP #728	OPERATOR NEW	___	___	___	___
THOMAS, NICHOLAS N 421 N 2ND AVENUE WAUSAU, WI 54401	2014	1/08/2015		6/30/2015		WAUSAU BP	OPERATOR NEW	___	___	___	___
VANDERMEIDEN, CALEB E 118 1/2 N 2ND AVE WAUSAU, WI 54401	2014	1/09/2015		6/30/2015		WALGREEN'S STORE #07	OPERATOR NEW	___	___	___	___
VANG, PANGCHEE 801 WEST BRIDGE STREET WAUSAU, WI 54401	2014	12/18/2014		6/30/2015		WALGREEN'S STORE #07	OPERATOR NEW	___	___	___	___
WADINSKI, MICHAEL W 1229 S 6TH AVE WAUSAU, WI 54401	2014	12/22/2014		6/30/2015		OZ NIGHT CLUB	OPERATOR NEW	___	___	___	___
WENZEL, AMANDA J 1020 KICKBUSCH ST WAUSAU, WI 54403	2014	1/06/2015		6/30/2015		R STORE #5	OPERATOR NEW	___	___	___	___
WILLIAMS, BROOKE E 214 1/2 E ROSS AVE WAUSAU, WI 54403	2014	12/11/2014		6/30/2015		DEN MAR TAVERN	OPERATOR NEW	___	___	___	___
MEYER, DONNA L 415 LOTUS STREET APT 8 MOSINEE, WI 54455	2014	1/09/2015		6/30/2016		THE GLASS HAT	OPERATOR - LAPSED RENEWAL	___	___	___	___
RAPOLZ, DARRYL R 1033 S 11TH AVE WAUSAU, WI 54401	2014	12/23/2014		6/30/2016		VFW BURNS POST 388	OPERATOR - LAPSED RENEWAL	___	___	___	___
STONE, WENDY M 1105 N 3RD AVE WAUSAU, WI 54401	2015	1/12/2015		6/30/2017		VFW BURNS POST 388	OPERATOR - LAPSED RENEWAL	___	___	___	___
ZASTROW, AMANDA M 504 E 3RD ST MERRILL, WI 54452	2015	1/12/2015		6/30/2017		ITS OUR CLUBHOUSE	OPERATOR - LAPSED RENEWAL	___	___	___	___
JK GUMBOS OF WISCONSIN LLC PO BOX 194 WESTON, WI 54476	2014	12/16/2014	2/11/2015	6/30/2015		J. GUMBO'S	TAVERN ENTERTAINMENT	___	___	___	___
3RD AVENUE TREASURES 614 N 3RD AVE STE B WAUSAU, WI 54401	2014	12/29/2014	7/01/2014	6/30/2015		3RD AVENUE TREASURES	PAWN BROKER	___	___	___	___

HEALTH AND SAFETY LIST  
 ALL LICENSES  
 JANUARY 19, 2015

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GENRICH 5210 ROGER DR WAUSAU, WI 54401	2014	12/31/2014	1/01/2014	12/31/2015		DAPHNE GENRICH	PET FANCIER PERMIT	___	___	___	___
JEWELL, COURTNEY L 1417 N 2ND AVE WAUSAU, WI 54401	2015	1/02/2015	1/01/2015	12/31/2016		COURTNEY JEWELL	PET FANCIER PERMIT	___	___	___	___
JONES, WENDY A 327 S 56TH AVE WAUSAU, WI 54401	2015	12/12/2014	1/01/2015	12/31/2015		WENDY JONES	PET FANCIER PERMIT	___	___	___	___
SCHWINN, MOLLY L 1214 PARCHER ST WAUSAU, WI 54403	2014	1/05/2015	1/01/2014	12/31/2015		VARIOUS LICENSE	PET FANCIER PERMIT	___	___	___	___
THE WOMEN'S COMMUNITY INC 2801 N 7TH ST WAUSAU, WI 54403	2015	12/16/2014	5/09/2015	5/09/2015		CHASE'N CHOCOLATE 5K	SPECIAL EVENT CATEGORY 2	___	___	___	___
MEDDAUGH, JEREMY D 1019 JACOBY STREET SCHOFIELD, WI 54476	2014	12/18/2014	7/01/2014	6/30/2015		ALL AMERICAN TAXI	PUBLIC TRANS DRIVER-NEW	___	___	___	___

TOTAL LICENSES

33

# Memorandum

**To:** Public Health and Safety Committee  
**CC:** Mayor Tipple  
**From:** Bill Hebert, Chief Inspector / Zoning Administrator  
**Date:** 01/13/2015  
**Re:** Quarterly Property Maintenance Inspection Report

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## **Inspections & Property Violation Charts**

As you will see in the tables that are attached, staff has inspected, followed up, and took enforcement actions in much larger volumes than previous years. This is the result of added excellent effort from our staff members.

Table 1 – Categorized Complaint Violation Breakdown 2013 & 2014 Year-End  
Table 2 – Complaints Received (either initiated by staff or received as complaint)  
Table 3 – Compliant, Violation, and Enforcement Action Breakdown

You will notice in Table 3 the number of enforcement actions have been much more than previous years. This approach has been taken from direct feedback from council members.

## **Community Service Officer – Property Maintenance Program**

Since the start of the rental inspection programs at the beginning of January, our property inspectors have been busy inside dwelling units. The CSO's will continue to follow up on complaints that our office receives. We are working with the police department to recruit new CSO's and also exploring vehicle opportunities so they can cover more ground.

## **Implementation of Rental Licensing and Inspection**

The rental inspection program started on January 5<sup>th</sup>, 2015. Most of the rental properties identified have applied for provisional rental licenses. Staff will be following up on properties that have not applied for a rental license or have sent in affidavits that the property is not a rental unit to verify the case.

## **Inspection Software**

A second RFP for Permitting and Inspection Software is due January 16<sup>th</sup>, 2015. We hope to receive several proposals. Ten direct invitations were sent out to software companies and the RFP is posted on the State of Wisconsin vendor site.

### 2014 Categorized Monthly Complaint Violation Breakdown

	January	February	March	April	May	June	July	August	September	October	November	December	Year Total
Accessory Buildings	0	0	6	53	93	78	81	31	64	30	24	44	504
Animal Sanitation	0	4	8	7	7	0	0	0	4	0	2	1	33
Boulevards	11	3	9	59	80	23	26	26	11	4	4	12	268
Bushes/Hedges/Shrubs	0	0	0	0	0	0	0	5	2	0	2	0	9
Equipment Storage	0	1	0	7	19	7	22	16	4	2	4	4	86
Exterior of Buildings	2	5	17	70	82	86	68	33	61	50	24	48	546
Exterior Yards	6	5	24	104	174	85	90	49	59	45	17	26	684
Fences, Walls, Etc.	0	0	0	6	15	6	11	6	10	2	0	5	61
House Numbers	1	0	0	8	11	12	2	6	1	2	0	4	47
Interior Housing	15	23	8	18	10	13	67	3	35	75	29	16	312
Porches	5	7	6	22	19	9	16	5	3	2	3	11	108
Unfit Postings	0	2	1	5	0	0	6	4	2	4	0	2	26
Signs	1	0	1	0	2	2	3	3	1	3	1	3	20
Trash Containers	6	5	18	55	66	16	11	15	2	3	1	78	276
Vehicles	28	14	19	93	118	58	79	46	27	38	23	43	586
Other	0	0	0	1	0	1	0	2	0	3	0	0	7
<b>Total</b>	<b>75</b>	<b>69</b>	<b>117</b>	<b>508</b>	<b>696</b>	<b>396</b>	<b>487</b>	<b>247</b>	<b>284</b>	<b>265</b>	<b>132</b>	<b>297</b>	<b>3573</b>

### 2013 Categorized Monthly Complaint Violation Breakdown

	January	February	March	April	May	June	July	August	September	October	November	December	Year Total
Accessory Buildings	1	1	4	9	19	29	47	22	22	46	12	4	216
Animal Sanitation	4	0	7	7	1	2	0	1	2	0	0	0	24
Boulevards	8	13	8	26	62	17	22	18	23	27	16	17	257
Bushes/Hedges/Shrubs	0	0	0	0	0	1	1	2	0	2	1	0	7
Equipment Storage	6	2	5	8	3	7	7	13	13	17	8	4	93
Exterior of Buildings	3	6	13	18	19	18	66	39	38	59	19	9	307
Exterior Yards	41	9	19	50	44	56	42	55	51	56	40	18	481
Fences, Walls, Etc.	1	1	0	2	3	2	1	5	2	5	3	0	25
House Numbers	2	0	4	1	1	2	3	3	0	6	3	2	27
Interior Housing	2	60	5	3	3	29	60	2	0	1	9	8	182
Porches	9	9	7	8	8	8	8	6	11	8	12	9	104
Unfit Postings	0	0	1	1	1	1	3	4	3	0	3	1	18
Signs	0	0	2	0	0	0	0	0	2	1	0	0	5
Trash Containers	3	1	1	7	7	15	9	8	8	14	7	3	83
Vehicles	88	34	41	63	35	30	42	49	45	59	62	46	594
Other	1	1	3	1	3	0	8	4	4	1	0	1	27
<b>Total</b>	<b>169</b>	<b>137</b>	<b>120</b>	<b>204</b>	<b>209</b>	<b>217</b>	<b>317</b>	<b>236</b>	<b>221</b>	<b>306</b>	<b>192</b>	<b>122</b>	<b>2450</b>

Table 2

<b>CITY OF WAUSAU</b> <b>HOUSING/PROPERTY MAINTENANCE COMPLAINTS (AS OF 12/31/14)</b> (either received as complaint or initiated by inspector)						
Complaint Type	2009	2010	2011	2012	2013	2014
Accessory Buildings	63	74	32	48	100	273
Animal Sanitation/Waste	14	29	18	13	21	35
Boulevards	13	220	187	276	238	264
Bushes/Hedges/Shrubs	19	15	32	22	8	9
Commercial Buildings/Yards	8	5	9	1	1	2
Equipment Storage	62	75	43	71	69	80
Exterior of Buildings	69	108	73	89	140	258
Exterior Yards/Junk	668	445	306	311	433	585
Fences, Walls, Etc.	3	24	13	16	14	38
House Numbers	N/A	N/A	8	23	15	25
Interior Housing	108	56	30	35	28	104
Porches	13	52	119	122	80	88
Unfit Postings	N/A	28	17	12	17	20
Signs	8	9	3	10	7	22
Trash Containers	145	275	336	270	52	175
Vehicles	474	532	404	639	506	546
Zoning Codes	6	2	1	5	3	4
Other	48	35	167	234	192	17
Year-To-Date Totals	1721	1984	1798	2197	1924	2545

N/A = Violations not broken out (included under "other")

**2014 Monthly Complaint  
Violation Breakdown & Enforcement Actions**

	January	February	March	April	May	June	July	August	September	October	November	December	Year Total
Number of Complaints	53	41	75	317	439	251	317	179	160	140	85	231	2288
Number of Violations	75	69	117	508	696	396	487	247	284	265	132	297	3573
Number of Follow Ups	269	135	42	134	145	169	316	116	196	138	114	184	1958
Number of Open Violations	1	19	11	66	74	133	128	47	123	124	75	270	1071
Number of Closed Violations	74	50	106	442	622	263	359	200	161	141	57	27	2502
Number of Violations Closed During the Month	221	180	152	153	264	229	269	527	413	409	607	216	3640
Number of Citations Issued	22	8	5	25	22	9	17	7	17	13	13	18	176
Number of Summons Issued	11	10	10	5	2	5	10	10	19	9	13	17	121
Number of Reinspection Fees	4	0	2	0	0	0	0	0	0	0	0	0	6
Immediate Citations Issued	0	0	0	0	0	0	18	10	35	20	33	81	197
Immediate Citations Paid	0	0	0	0	0	0	8	2	13	9	12	24	68
Weed Notices Sent	0	0	0	0	60	272	89	60	71	9	0	0	561

## Summary of Fire and EMS Events For December 2014

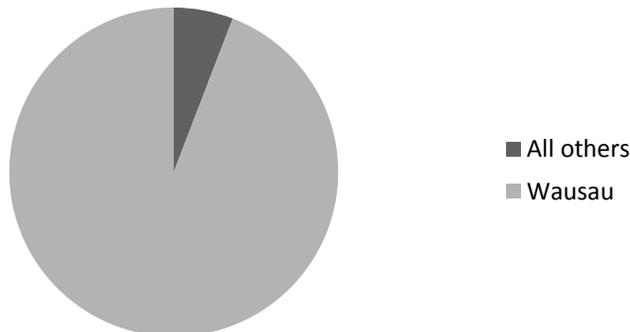
### 1. Significant City Fire Events:

Date	Address	Type
12/07/2014	213 Lavina Drive (2017)	Passenger Vehicle Fire
12/15/2014	901 E Thomas Street (2072)	Fire in structure other than building
12/30/2014	1813 N. 11 <sup>th</sup> Avenue (2168)	Passenger Vehicle Fire

### 2. Township Fire Calls:

Date	Township	Address	Type
12/03/2014	Maine	State Hwy 51 MM 196 (1995)	Vehicle accident, general cleanup
12/07/2014	Wausau	8208 Pioneer Ln (2022)	Medical assist
12/13/2014	Wausau	Int. of Hwy 52 and Mathie Rd (2066)	Motor vehicle accident w/no injuries
<b>Total Mutual Aid Given</b>			<b>3</b>
<b>Tanker Response Only</b>			<b>0</b>

### 3. Significant EMS Events:

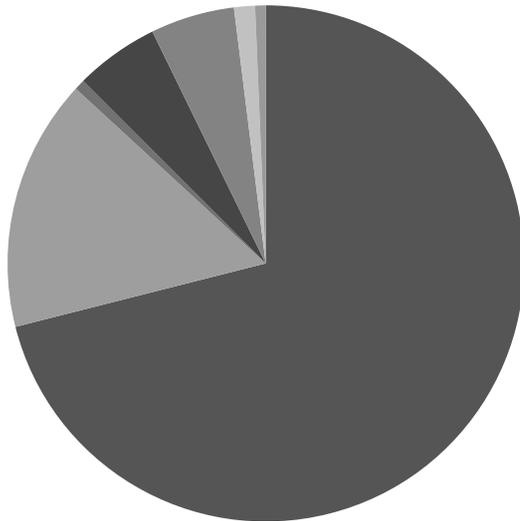


City	# of Runs	% of Runs
Hewitt (Town of)	2	.45%
Maine (Town of)	7	1.57%
Texas (Town of)	8	1.80%
Schofield (City of)	2	.45%
Stettin (Town of)	1	.22%
Wausau	419	94.16%
Wausau (Town of)	5	1.12%
Other	1	.22%
<b>Total</b>	<b>445</b>	<b>100%</b>

### 4. Fire Department Activities

NFIRS Incidents (Engine)	196.06 Hours
WARDS Incidents (Ambulance)	637.5 Hours
Non-Incident Activities (Station Maintenance/Wellness, Vehicle Check-off/Fire Pre-plan, Hazmat Outreach, Administration duties, Public Education, Committee and Staff Meetings)	1,168.23 Hours
Training	756.75 Hours

## 5. Other Fire Incident Responses:



- Rescue & Emergency Medical Service Incident (108)
- False Alarm & False Call (24)
- Good Intent Call (1)
- Service Call (8)
- Hazardous Condition (No Fire) (8)
- Fire (2)
- Overpressure Rupture, Explosion (1)

CODE	DESCRIPTION	FREQ.	FREQ. %	EXPs	TOTAL MAN HOURS	AVERAGE RESPONSE TIME (min)
112	Fires in structures other than in a building	1	0.55 %	0	15.25	4.00
131	Passenger vehicle fire	2	1.10 %	0	13.30	7.00
311	Medical assist, assist EMS crew	123	67.58 %	0	98.23	3.67
322	Vehicle accident with injuries	5	2.75 %	0	5.10	5.40
323	Motor vehicle/pedestrian accident (MV Ped)	2	1.10 %	0	1.95	3.00
324	Motor vehicle accident with no injuries	2	1.10 %	0	4.70	3.00
353	Removal of victim(s) from stalled elevator	2	1.10 %	0	1.67	5.50
362	Ice rescue	1	0.55 %	0	2.33	4.00
381	Rescue or EMS standby	1	0.55 %	0	0.30	0.00
412	Gas leak (natural gas or LPG)	1	0.55 %	0	0.57	4.00
424	Carbon monoxide incident	1	0.55 %	0	1.67	4.00
463	Vehicle accident, general cleanup	0	0.00 %	0		
511	Lock-out	4	2.20 %	0	1.90	2.00
531	Smoke or odor removal	1	0.55 %	0	3.80	5.00
553	Public service	2	1.10 %	0	2.27	6.50
611	Dispatched & canceled en route	9	4.95 %	0	1.37	
622	No incident found at dispatch address	1	0.55 %	0	0.50	5.00
631	Authorized controlled burning	2	1.10 %	0	5.25	2.50
651	Smoke scare, odor of smoke	2	1.10 %	0	0.95	2.00
652	Steam, vapor, fog or dust thought to be smoke	1	0.55 %	0	0.47	3.00
710	Malicious, mischievous false call, other	1	0.55 %	0	0.63	8.00
733	Smoke detector activation due to malfunction	2	1.10 %	0	1.60	5.50
735	Alarm system sounded due to malfunction	4	2.20 %	0	6.70	3.00
741	Sprinkler activation, no fire - unintentional	1	0.55 %	0	0.10	5.00
743	Smoke detector activation, no fire - unintentional	4	2.20 %	0	11.57	3.75
744	Detector activation, no fire - unintentional	2	1.10 %	0	1.55	3.00
745	Alarm system sounded, no fire - unintentional	2	1.10 %	0	8.88	6.00
746	Carbon monoxide detector activation, no CO	3	1.65 %	0	3.28	4.67

<b>Totals</b>	182	100%	0	195.88	3.80
<b>Total Mutual Aid Received - Fire</b>	0				
<b>Total Mutual Aid Received - EMS</b>	0				

## 6. Personnel Hours off due to:

Catastrophic	0 Hours
Family Leave	0 Hours
Medical Leave	216 Hours (9 days)
Sick Leave	296 Hours (12.33 days)
Worker's Compensation	249.75 Hours (10.40 days)

## 7. Fire Inspection Events

<i>Total occupancy inspections required for 1<sup>st</sup> round = 1,637</i>		
<i>Total occupancy inspections required for 2<sup>nd</sup> round = 1,364</i>		
<b>Inspections Completed</b>	<b>Monthly</b>	<b>Year to Date</b>
Inspections w/ no violations	58	3,031
<b>Re-inspections Completed</b>		
1 <sup>st</sup> Re-inspection	63	706
2 <sup>nd</sup> Re-inspection	8	113
3 <sup>rd</sup> Re-inspection	3	34
4 <sup>th</sup> Re-inspection	2	11
5 <sup>th</sup> Re-inspection	0	2
<b>Varied Inspections</b>		
Plan Review – General	0	0
Plan Review – Site	0	0
Plan Review – Sprinkler System	0	1
Plan Review - Architectural	0	0
Inspection – Site	1	6
Inspection – Fire Protection	0	3
Inspection – Fire Alarm	0	4
Inspection – Sprinkler System	0	4
Inspection – Permit	1	2
Inspection – Hazardous Operations	0	2
Inspection – License	1	8
Inspection – Electrical	0	2
Inspection – Special Event	1	81
Inspection – Tank	0	0
Investigation – Other	0	1
Referral/Complaint – Citizen	0	0
Referral/Complain – Building	0	0
Consultation – Site	0	2
Consultation – Building	1	6
Consultation – General	0	3
Consultation – Fire Protection	1	7
Consultation – Fire Alarm	0	2
Consultation – Hazardous Operations	0	1
Consultation – Sprinkler System	0	0
Consultation – Knox Box	1	157
Consultation – Other	0	1
Legal Preparation	0	0
<b>Total Inspections</b>	<b>141</b>	<b>4,190</b>

<b>Fire Investigations</b>	<b>0</b>	<b>9</b>
<b>Inspection Department Activities</b>		
Elderly Fire Safety Programs	0	0
Parade	6	18
School Programs	0	191
Smoke Detector/CO Programs	8	33
Public Education (tours, lectures, etc.)	4	45
Open Burn Complaints	0	21
Fire/EMS Presentation	0	64
Fire Drills/Pool Drills	0	30
Job Fairs	0	2
Inspections 1 & 2 Family Dwellings	0	90
CPR Training for Outside Agency	0	6
Special Event Inspections or Plan Meetings	0	74
Juvenile Fire Setter Intervention	0	26

## **8. Agenda Topics**

- a.
- b.
- c.
- d.



James E. Tipple  
Mayor

Jeffrey G. Hardel  
Chief of Police

Wausau Police Department

**Date**           **01-04-15**  
**To**               **Chief Hardel**  
**From**           **Lt. Todd Baeten**  
**Subject**       **TAVERN REPORT December 8, 2014 through January 04, 2015**

**ROUTINE TAVERN INSPECTIONS (No violations unless noted)**

**Malarkey's**, 412 N. 3<sup>rd</sup> St.

**Mountain Lanes**, 1401 Elm St.

**North End Pub**, 1002 N. 3<sup>rd</sup> Ave.

**Oz**, 320 Washington St.

**Our Clubhouse**, 738 S. 3<sup>rd</sup> Ave.

**Paradox**, 932 S. 3<sup>rd</sup> Ave.

**Player's**, 4411 Stewart Ave.

**Polack Inn**, 1206 N. 3<sup>rd</sup> Ave.

**Roc's Place**, 810 S. 3<sup>rd</sup> Ave.

**Showtime Gentlemen's Club**, 1709 Merrill Ave.

**Tremor's Sports Bar**, 516 W. Thomas St.

**Treu's Tic Toc Club**, 1201 W. Thomas St.

**VFW Burns Post 388**, 388 River Dr.



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## **NOTABLE INCIDENTS THAT OCCURRED AT TAVERNS TO WHICH POLICE WERE DISPATCHED.**

**101 Pub**, 101 N. 3<sup>rd</sup> Ave, Event #140152235, 12-28-14 at 2:56am: Officer was dispatched for report of a stolen purse. The reporting party believed the purse had been left hanging underneath her coat on her chair. Officer was later contacted by the victim and told the purse had been located.

**Campus Pub**, 1110 W. Campus Dr., Case #14-11150, 12-28-14 at 12:06pm: Officer responded for a report of two \$20.00 bills that were suspected to be counterfeit. This was found to be the case, and the reporting party believed they had been passed sometime during the previous evening. No suspect information available.

**Cheers Bar**, 101 E. Thomas St., Event #140152491, 12-28-14 at 8:22pm: Officer responded along with paramedics from Wausau Fire Department for a report of a patron that had fallen and hit his head. He was reportedly bleeding from the nose and spitting blood. He was treated at the scene by paramedics.

**Cop Shoppe Pub**, 701 Washington St., Case 14-10993, 12-20-14 at 10:49pm: Officer investigation a suspicious activity complaint at Cop Shoppe Pub made contact with a male who had been seen trying to get access to a vehicle in the parking lot. The male stated the vehicle belonged to his friend and they had been locked out of it. The male then proved two aliases to the officer. The officer was familiar with both of the individuals' whose names the male had used. The male was placed under arrest for Obstructing. It was also learned that the male had a warrant for his arrest. He was then transported to corrections.

**Glass Hat Bar**, 1203 N. 3<sup>rd</sup> St., Event #140149758, 12-21-14 at 2:20am: Offices responded to Glass Hat for a report of 6 or 7 males fighting in the parking lot. Suspects had left the area in a vehicle prior to officer arrival.

**Glass Hat Bar**, 1203 N. 3<sup>rd</sup> St., Case #14-11087, 12-26-14 at 1:51am: Officer on patrol observed an individual outside the bar with an open bottle of beer. Citation for Liquor on the Street was issued. Officer made contact with the bartender who advised they did not have a bouncer working the door that evening, and the incident happened during a busy time of serving last drinks and cleaning up.

**Glass Hat Bar**, 1203 N. 3<sup>rd</sup> St., Event #150000093, 01-01-14 at 5:04am: Officer responded along with paramedics from Wausau Fire Department for a report of a highly intoxicated female that had fallen while exiting the bar. She struck her face on the concrete and lost a few teeth. She was transported to Aspirus Wausau Hospital.



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**Intermission Bar**, 325 N. 4<sup>th</sup> St., Event #140150901, 12-24-14 at 12:50am: Officers were dispatched to Intermission for a report of a male that was not welcome there. The male had been advised multiple times to not return. He was told he would be arrested for Trespassing if he returned.

**Labor Temple**, 318 S. 3<sup>rd</sup> St., Case #15-0023, 01-01-15 at 2:58am; Officers were dispatched to Labor Temple for a report of a fight in the parking lot. Upon officer arrival a red van was observed leaving the area. Witnesses advised that one of the parties involved in the fight was in the van. A traffic stop was conducted and the male involved was contacted. He was found to have a warrant for his arrest. The male was taken into custody and transported to corrections. The other individual involved in the fight was still on scene at the bar. He did not want to pursue charges.

**Loppnow's Bar**, 1502 N. 3<sup>rd</sup> St., Event #140152234, 12-28-14 at 2:28am: Officer was advised by a bar patron that a male inside had fallen on the floor and was unconscious. The male was intoxicated and fell as he was walking. He was helped off the ground and the bartender said he usually is very intoxicated and she brings home. The bartender said she would bring him home. The bartender was told someone would have to watch over him tonight due to his level of intoxication. The male refused a PBT and medical attention.

**Roc's Place**, 810 S. 3<sup>rd</sup> Ave., Event #150000051, 01-01-15 at 1:38am: Officer was dispatched to Roc's for a requested welfare check of an intoxicated female who had been told to leave the bar. She reportedly did not have a ride home. Officer assessed the welfare of the female and gave her a ride to her residence.

**Roc's Place**, 810 S. 3<sup>rd</sup> Ave., Event #150000102, 01-01-15 at 6:25am: Officers to Roc's Place for a report of a male that came into the bar covered in blood. The male stated he had been assaulted by another individual at a different location. The male denied medical attention and stated he did not want to pursue charges. He left the scene in a cab that was called for him.

**Showtime Gentlemen's Club**, 1709 Merrill Ave., 01-03-15 at 1:29am: Officers were requested to respond to Showtime by an employee who stated there were 10-15 males inside either under the influence of drugs or dealing drugs. No evidence of this was discovered.

**Tremor's Sports Bar**, 516 W. Thomas St., Event #150001164, 01-04-15 at 12:29am: Officers responded to Tremor's for a report of fight. A patron alleged the bartender choked him and kidnapped him. The initial information from the bartender was that the patron and his friends were making a mess in the bar and she was trying to get them to leave. She stated they called her a racist and a "bitch." She said she shoved the patron toward the door by pushing his chest. The patron denied injury, and the officer advised he would speak with the manager to try to obtain and video surveillance footage of the incident. Investigation continues.

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**CONVENIENCE / GROCERY STORE INSPECTIONS (No violations unless noted)**

**Kwik Trip #601**, 3853 N 6th St

**Kwik Trip #735**, 2203 N 6th St

**Wausau BP**, 802 E Wausau Ave

**Kwik Trip #728**, 200 E. Kent St.

**Fast Break Mobil**, 320 W Thomas St

**BMW Fuel Mart LLC**, 102 N 3rd Ave

**Kwik Trip #322**, 1400 W Campus Drive

**Pine Ridge Mobil**, 1205 Merrill Ave

**Quality Foods**, 730 E Wausau Ave

**Downtown Grocery**, 607 3rd St

**R Store #6**, 103 N 6th St

**R Store #8**, 1511 N 3rd St

**R Store #5**, 2300 Grand Ave

**Townline Market**, 916 Townline Rd

**Kohlman's IGA**, 725 S 3rd Ave

**Tobacco Outlet Plus #559**, 1041 S 3rd Ave

**Crossroads County Market**, 220 S 18th Ave

**R Store #7**, 2007 W Stewart Ave

**Trigs Food and Drug**, 110 S 17th Ave

**Wagner Shell**, 4611 Stewart Ave

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**Walgreen's Store #07009**, 105 Central Bridge St

**Citgo Quik Food Mart**, 1122 Merrill Ave

**CVS Pharmacy**, 102 Central Bridge St

**Pick N Save River Edge**, 205 Central Bridge St

**R Store #31**, 207 Central Bridge St

**R Store # 34**, 2601 N 20th Ave

**The Store #62**, 308 Stewart Ave

**Tobacco Outlet Plus #501**, 109 S 17th Ave

**Walgreen's Store #13371**, 504 S 17th Ave

## **ALCOHOL BEVERAGE DEMERIT POINTS ASSESSED**

(See attached report)

Respectfully submitted,  
Lt. Todd A. Baeten

**ALCOHOL BEVERAGE DEMERIT POINTS ASSESSED TO TAVERNS/STORES**

<b>Establishment</b>	<b>Defendant/Relationship</b>	<b>Date of Violation</b>	<b>Ord. Section / Statute Number</b>	<b>Type Of Violation</b>	<b>*Point Value</b>	<b>CASE #</b>
101 Pub	Shannon C. Jozwiak	05/21/2014	5.64.010 / 125.07(1)	Sell to underage person	25	14-4422
					Total 25	
Angelo's Family Pizzeria	Carly A. Potter / Bartender	07/05/2014	5.64.010 / 125.68(2)	No Licensed Bartender on Premises	50	14-5952
	Angelo Volpe / Owner	07/05/2014	5.64.010 / 125.68(2)	No Licensed Bartender on Premises		
					Total 50	
Intermission	Brooke A. Haas / Patron	06/28/2014	9.04.025	<i>Liquor on Street</i>	25	14-5688
					Total 25	
Glass Hat	Chelsea L. Beilke / Bartender	05/21/2014	5.64.010 / 125.07(1)	<i>Sell to underage person</i>	25	14-4417
Glass Hat	Matthew L. France / Patron	06/21/2014	9.04.025	<i>Liquor on the Street</i>	25	14-5501
Glass Hat	Jacob C. Alstad / Patron	12/26/2014	9.04.025	<i>Liquor on the Street</i>	25	14-11087
					Total 75	
It's Our Clubhouse	It's Our Clubhouse LLC	08/16/2014	9.04.030	<i>Disturbing the Peace</i>	50	14-7225
It's Our Clubhouse	It's Our Clubhouse LLC	08/30/2014	9.04.030	<i>Disturbing the Peace</i>	50	14-7702
					Total 100	
Lumpy's	Benjamin Joswick / Patron	07/19/2014	9.04.025	<i>Liquor on the Street</i>	25	14-6412
	Monica Glalrowicz / Patron				Total 25	
Loppnow's	Jeffrey P. Petersen / Patron	06/21/2014	0.04.025	<i>Liquor on the Street</i>	25	14-5521
					Total 25	
Malarkey's	Stephen A. Feck/Patron	03/02/2014	9.04.025	Liquor on Street	25	14-1758
Malarkey's	Allen J. Hill / Patron	06/21/2014	9.04.025	Liquor on Street	25	14-5075
					Total 50	
Oz	<i>Keith A. Stich / Patron</i>	06/25/2014	9.04.025	Liquor on Street	25	14-5639
Oz	<i>Thomas Mengel / Patron</i>	08/15/2014	9.04.025	Liquor on Street	25	14-7310
					Total 50	
Polock Inn	Emilio A. Riegert / Patron	08/24/2014	9.04.025	Liquor on the Street	25	14-7492
Polock Inn	Chad J. Borchardt / Patron	10/04/2014	9.04.025	Liquor on the Street	25	14-8774
					Total 50	
Roc's Place	Susan M. Lecher / Bartender	09/28/2014	5.64.034	<i>Restrictions on Servers</i>	25	14-8606
					Total 25	

\* Demerit point totals shown in black, reflect the points assessed to the tavern/store. Demerit points assessed to bartenders/operator are in italics.

Establishment	Defendant/Relationship	Date of Violation	Ord. Section / Statute Number	Type Of Violation	*Point Value	CASE #
Taquiera Tres Hermanos	Rosalba Julio-Aguirre / Owner	05/07/2014	5.64.010 / 125.68(2)	No Licensed Bartender on Premises	50	14-3870
					Total	50

\* Demerit point totals shown in black, reflect the points assessed to the tavern/store. Demerit points assessed to bartenders/operator are in italics.