

Thursday, November 14th, 2024
10:00 a.m.

Tomahawk City Hall
23 N 2nd St – City Council Chambers

**COMMITTEE
MEMBERS**

PAT HASKIN
DISTRICT 1

ED NYSTROM
DISTRICT 1

WILL GARSKE
DISTRICT 2

TADD WEGENER
DISTRICT 3

MIKE LOKA
DISTRICT 3
CHAIRPERSON

AGENDA

- A. **CALL TO ORDER**
- B. **PUBLIC COMMENTS** (During this item on the agenda the Committee listens to oral comments from members of the public on non-agenda items. When speaking please state your name and limit your time to five minutes.)
- C. **MINUTES**
 - 1. October 24, 2024
- D. **OTHER BUSINESS**
 - 1. Review Proposed Contract Changes to the Solid Waste and Recycling Collection Service Agreement between the City of Tomahawk and Republic Services
 - i. Consideration to Strike the language to require the contractor to make reasonable efforts to deliver solid waste material to the Lincoln County Landfill
 - ii. Adoption of the Solid Waste and Recycling Collection Services for City Properties (Commercial Contract)
 - iii. Increase of Contractor Rates for Residential Collection
- E. **NEXT MEETING**
 - a. At the Call of the Chairperson
- F. **ADJOURN**

Any additions to this agenda will be added to the original posted at City Hall. Any person who has a qualifying disability as defined by the Americans with Disabilities Act, that requires the meeting or materials at the meeting to be in an accessible location or format must contact the Clerk-Treasurer at City Hall, 453-4040, at least three days prior to the meeting so any necessary arrangements can be made to accommodate each request.

PLEASE TURN CELL PHONES ON SILENT DURING MEETINGS

1 **Solid Waste and Recycling Committee**
2 **City of Tomahawk, City Council Chambers**
3 **23 N 2nd St, Tomahawk, WI 54487**
4 **October 24th, 2024, at 4:30 p.m.**

5
6 **Call to Order:** MIKE LOKA called the Solid Waste and Recycling Committee to order at 5:30 p.m.
7

8 **Roll Call:** Committee members present were Patricia Haskin, Ed Nystrom, Will Garske, Tadd
9 Wegener, and Mike Loka.

10
11 Also in attendance was Clerk/Treasurer Amanda L. Bartz, Streets Leadsperson Nick Rosenmeier,
12 and Tyler Jacobson from Republic Services.

13
14 **Public comments:** There were no public comments.

15
16 **Minutes of Previous Meeting(s):** HASKIN MOVED to approve the February 23rd, 2023 minutes and
17 GARSKE seconded. The VOTE was unanimous.

18
19 **Other Business**

20 Request from Republic Services to Review the Solid Waste and Recycling Contract with the City of
21 Tomahawk

22 Tyler Jacobson stated that he has been working with City staff to identify all of the commercial
23 services and they would like to roll them into the contract.

24
25 GARSKE MOVED to review any proposals from Republic Services and MIKE LOKA seconded. The
26 VOTE was unanimous.

27
28 Jacobson stated that the contract reads “contractor shall make all reasonable efforts to deliver
29 solid waste to the Lincoln County Landfill”. He stated that they have been asked to divert the solid
30 waste due to capacity concerns.

31
32 MIKE LOKA stated that currently all of the City’s liability is at the Lincoln County landfill. He stated
33 that if we divert our waste to another landfill, we will assume liability for landfill closure there as
34 well.

35
36 Jacobson stated that once we accept the solid waste, we (Republic Services) are assuming the
37 liability. MIKE LOKA stated that without the City’s solid waste, Lincoln County Landfill will operate
38 in the red. Discussion followed. Jacobson stated that if you allow us to internalize the solid
39 waste, we can indemnify the city for any liability for landfill closure.

40
41 MIKE LOKA MOVED to postpone any action on diverting solid waste outside the Lincoln County
42 Landfill until more information is available. GARSKE seconded. The VOTE was unanimous.

43
44 Jacobson stated that with the increase in cost, we are to ask for a mutually agreed upon rate. Clerk
45 BARTZ reminded the Committee that the reason the City renewed the contract when they did was
46 to maintain the low cost of service for the City. The City renewed the contract instead of bidding
47 out the service because of this.
48

1 Jacobson stated that the agreement does allow for us to petition the City to increase the rates. He
2 stated that currently they are charging \$11.56 per home per month, and they would propose and
3 increase to \$14.83 per home per month. Discussion followed.

4
5 MIKE LOKA MOVED to postpone any further action and WEGENER seconded. The VOTE was
6 unanimous. A meeting was scheduled for November 12th, 2024 at 10:00 am to discuss the
7 proposed changes.

8
9 2025 Solid Waste & Recycling Budget and set 2025 Solid Waste & Recycling Fees

10 Clerk BARTZ reviewed the proposed budget with the Committee. To balance the budget quarterly
11 rates would need to be set at \$44.25 for a 48-gallon service, \$48.00 for a 64-gallon service, and
12 \$52.50 for a 96-gallon service.

13
14 HASKIN MOVED to recommend to the Council to set the 2025 rates at \$44.25 for a 48-gallon
15 service, \$48.00 for a 64-gallon service, and \$52.50 for a 96-gallon service as the 2025 rates and to
16 start the new rate at the start of each quarter. WEGENER seconded. The VOTE was unanimous.

17
18 HASKIN MOVED to approve the propose 2025 Solid & Waste & Recycling budget and WEGENER
19 seconded. The VOTE was unanimous.

20
21 **Set Time and Date of Next meeting:** The next regular meeting of the Common Council is
22 scheduled for November 12th, 2024 at City Hall, Council Chambers at 5:30 p.m.

23
24 **Adjournment:** GARSKE MOVED to adjourn the meeting of the Solid Waste & Recycling Committee
25 and WEGENER seconded. The VOTE was unanimous. The meeting was adjourned at 5:27 p.m.

**SOLID WASTE AND RECYCLABLE COLLECTION SERVICE
AGREEMENT BETWEEN THE CITY OF TOMAHAWK AND
EAGLE WASTE AND RECYCLING, INC.**

THIS AGREEMENT MADE THIS 1st DAY OF JANUARY, 2021, by and between the City of Tomahawk, a municipal corporation of the State of Wisconsin located in Lincoln County, Wisconsin, hereinafter referred to as "City," and Eagle Waste and Recycling, Inc., a Wisconsin corporation, hereinafter referred to as "Contractor."

WITNESSETH:

WHEREAS Contractor is in the business of providing solid waste and recyclable collection services, and

WHEREAS, Contractor shall provide weekly solid waste and every other week recyclable 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 from each residential unit being provided service throughout the City's corporate limits solid waste and recyclable material up to the applicable volume limits indicated below:

	<u>Trash Limits</u>	<u>Recycling Limits</u>
Residential Customers	95 gallons/week	95 gallons/every other week

Contractor shall collect solid waste material not less than once each week and recyclable material not less than every other week in accordance with a specific collection schedule established and maintained by Contractor, with City approval, designating collection area, date and approximate time of collection.

Recyclable materials which must be collected by Contractor pursuant to this agreement include glass bottles and jars, high density and PETE plastics (i.e. milk jugs, detergent bottles and soda bottles), plastic food

and beverage containers labeled #1 or #2, tin and aluminum food and beverage containers, newsprint, magazines, office paper, mixed paper, corrugated cardboard and other materials as required by the State of Wisconsin.

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 Tomahawk Leader and by notification on WJJQ Radio. Unless Contractor provides the required notice, all collections shall be on the same day each week.

Contractor shall make collections with as little noise and disturbance as reasonably and commercially possible. All equipment will be operated and maintained to minimize noise.

Contractor shall be responsible for delivering all recyclable material to a Recycling Processing Center.

Contractor shall make all reasonable efforts to deliver solid waste material to the Lincoln County Landfill. The Contractor will be responsible for paying the Lincoln County Landfill for all waste deposited at this site pursuant to this Contract.

Contractor shall not be required to collect or pick up any trash or recyclable material from any residential unit if such material has not been properly prepared based on City Ordinance and approved by Contractor, deposited in container provided by City, and properly placed at the location designated by 6:00 AM on the day of collection. Contractor will not be required to collect trash or recyclables from any residential customer location in which a turnaround is not provided. Contractor will not be required to back truck down a public or private roadway in order to service customer. Contractor will be collecting trash and recyclables utilizing an automated style truck, therefore, Contractor's driver is not required to exit the truck to collect material that is placed outside of the container provided by the City or to collect trash or recyclables from containers improperly located such that collection equipment cannot reach or safely service containers from the designated collection location. All waste containers collected within alleys will be located on one side of

alley only and a minimum of 4 feet of empty space must either place waste and recycling containers within the alley or on the street.

2. Contractor's Equipment. Contractor understands and agrees that it will furnish and provide all necessary motor vehicles, apparatus and equipment to perform its obligations under the Agreement, and that it will perform all required services by Contractor under this Agreement at Contractor's sole expense.
3. Compliance with Rules. Contractor agrees that all collection, pickup, hauling and disposal 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 any applicable federal, state or municipal government.
4. Noncompliant Households. Contractor shall report to City a list of all households in noncompliance with the terms of any City ordinance which pertains to this Agreement, and Contractor shall cooperate with City in the City's enforcement activities of noncompliance of any ordinance which pertains to this Agreement.
5. 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 III 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 1973. Contractor shall have sole control over its employees and be solely responsible for their supervision and pay.
6. Workers 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

minimum 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 any event of cancellation or proposed cancellation of such policies for any reasons whatsoever, City shall be notified by mail at least thirty (30) days prior to any such cancellation.

7. Liability Insurance. Contractor shall maintain during the life of this Agreement public liability insurance and property damage insurance insuring Contractor and City, its employees, officers, agents and designees, whether appointed, hired and/or elected, as additional insured, 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 one million dollars (\$1,000,000) 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 Tomahawk, which approval shall not be unreasonably withheld. 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, City shall be notified by mail at least thirty (30) days prior to any such cancellation.

8. 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, cost, claims, expenses, suits, demands, actions, and/or causes of action of any kind 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 Contractor's sole negligence in the 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, which occur as the result of Contractor's sole negligence in the

operations which are the subject of this Agreement, including attorney's fees and other costs of defense which may be sustained by and/or elected officers, agents, employees, and designees.

9. Payment for Services. The City will pay to Contractor a monthly fee equivalent to the number of residential dwellings included in this contract times a rate of \$10.18. The rate per unit of \$10.18 includes \$7.30 per unit for collection and disposal of trash and \$2.88 per unit for collection and disposal of recyclables. The above pricing will be in effect for the year 2021. The rate will increase on January 1 of each subsequent year by the increase in the Consumer Price Index – All Urban Users (CPI-Urban). Payments will be modified from time to time based on the actual number of residential customers serviced.

The Contractor may petition the City at any time for additional rate adjustments on the basis of substantial unusual or unforeseen changes in the cost of operations, such as new or revised laws, ordinances or regulations; changes in disposal fees, and for other reasons. The City shall have the right, as a condition for its approval, to demand pertinent records that demonstrate the need for an adjustment to the rates. Approval for additional rate adjustments shall not be unreasonably withheld. City shall pay Contractor on or before the 15th day of each month for the services provided in the previous month. Payment shall be made as directed by Contractor.

10. Term of Agreement. This agreement shall remain in effect for a period of ten (10) years, commencing January 1, 2021 and expiring December 31, 2030. Between 60 and 120 days from the expiration of this Agreement, the City agrees to negotiate in good faith, an extension to this Agreement with Contractor. If an acceptable new Agreement cannot be reached in the timeframe indicated above, the City can solicit bids from other vendors.

11. Notice: Any notice required herein shall be sent by regular mail as follows:

A. To City: City Clerk-Treasurer, City of Tomahawk, City Hall, PO Box 469, Tomahawk, WI 54487.

B. To Contractor: Eagle Waste and Recycling, Inc., PO Box 729, Eagle River, WI 54521.

12. Early Termination.

A. Default. This Agreement may be terminated by either party for default by the other party by the non-defaulting party giving ninety (90) 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. Unsatisfactory Service. City may terminate this Agreement for unsatisfactory service upon ninety (90) days written notice to Contractor. Unsatisfactory service shall include, but not be limited to, consistent and recurring failure to collect recyclable material placed curbside in a timely manner, consistent omissions of collections, consistent failure to clean collection sites of recyclable material spilled during the collection process or similar deviations from the requirements.

C. In the event that the laws of the State of Wisconsin or new Wisconsin Department of Natural Resources Administrative Rules governing recyclable materials take effect during the term of this Agreement the parties shall have ninety (90) days from the date of notice of change to reach agreement as to new/revised terms and conditions to this Agreement.

13. Assignment. Contractor may assign or sublet this Agreement or any of the services provided under this Agreement without the approval of the City.

14. 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 part, unless

such agreement is in writing and signed by both parties. The failure of either party to this Agreement to object to or to take affirmative action with respect to, any act of 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.

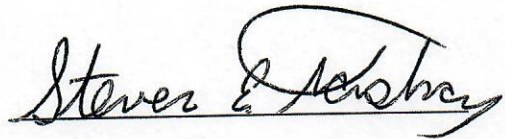
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

EAGLE WASTE &
RECYCLING, INC.

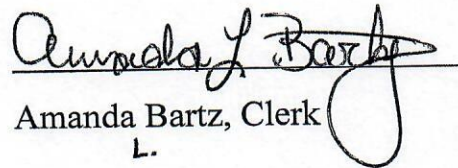


Alan Albee, President

CITY OF TOMAHAWK



Steven E. Taskay, Mayor



Amanda Bartz, Clerk
L.

AMENDMENT TO THE AGREEMENT

THIS AMENDMENT to the Agreement (the “Amendment”) is entered into effective as of January 1st, 2024 by and between Republic Services Environmental Solutions III, LLC (Formerly Eagle Waste and Recycling, Inc.) and City of Tomahawk, Wisconsin (“Municipality”).

A. The parties entered into that certain Solid Waste Removal Services and Disposal Agreement effective 1st day of January, 2021, pursuant to which Republic provides Solid waste Removal Services and Disposal services to Municipality.

B. The parties desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, and for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree that the Agreement is amended as follows:

1. Pg. 2 – Paragraph 5: “Contractor shall make reasonable efforts to deliver solid waste material to the Lincoln County Landfill. The Contractor will be responsible for paying the Lincoln County Landfill for all waste deposited at the site pursuant to this Contract”

Contractor is requesting to strike the above language from the contract and replace with “Contractor reserves the right to utilize the landfill and/or licensed disposal site of their choosing and at their own expense. All responsibility to collected waste becomes the liability of the Contractor and releases the City of any future remediation or reclamation financial obligations.

The Parties agree that

2. Capitalized Terms. Capitalized terms used but not otherwise defined in this Amendment shall have the meanings assigned to them in the Agreement. In the case of a conflict in meaning between the Agreement and this Amendment, this Amendment shall prevail.

3. Continuing Effect. Except as expressly modified or amended by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the second date set forth below.

City of Tomahawk

Republic Services Environmental Solutions
III, LLC

By: _____

By: _____

Name: _____

Name: Ken Maxey

Title: _____

Title: General Manager

Date: _____

Date: _____

AMENDMENT TO THE AGREEMENT

THIS AMENDMENT to the Agreement (the “Amendment”) is entered into effective as of January 1st, 2024 by and between Republic Services Environmental Solutions III, LLC (Formerly Eagle Waste and Recycling, Inc.) and City of Tomahawk, Wisconsin (“Municipality”).

A. The parties entered into that certain Solid Waste Removal Services and Disposal Agreement effective 1st day of January, 2021, pursuant to which Republic provides Solid waste Removal Services and Disposal services to Municipality.

B. The parties desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, and for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree that the Agreement is amended as follows:

1. Adoption within the Solid Waste and Recyclable Collection Service Agreement of the separate contracts held for commercial services to the City of Tomahawk at current rates & subject to annual increase per contract each January = CPI, including services to:

Acct Name	Acct Number	Address	Services	Monthly Rates
City of Tomahawk St Containers	12373	Wisconsin Ave.	(6) hand pick containers weekly (3-4 bags)	\$12.36 each
City of Tomahawk WWTP	12376	Dean Rd.	(2) 96 G REC carts E2W, (1) 2 yd MSW on-call, (1) 2 yd. MSW weekly	96 G = \$9.53, On-call = \$89.61, Scheduled 2 yd = \$89.61
City of Tomahawk Senior Center	12357	113 S. Tomahawk Ave	(1) 96 G MSW weekly, (1) 96 G REC E2W	MSW = \$396.00, REC = \$132.00
City of Tomahawk (water dept)	114567	102 Waterworks Rd.	(1) 48 G MSW weekly, (1) 96 G REC E2W	MSW = \$71.07, REC = 37.08
City of Tomahawk City Hall	12372	23 N. 2nd St.	(1) 96 G MSW weekly, (1) 96 G REC E2W	MSW = \$71.07, REC = 37.08
City of Tomahawk Fire Dept	12375	100 N Tomahawk Ave.	(1) 96 G MSW weekly	\$0.00
City of Tomahawk Garage	12374	415 W. Spirit Ave.	(3) 8 yd MSW - Weekly, (1) 8 yd REC E4W, 8 yard on-call rate (seasonal & customer owned containers)	MSW = \$234.51, REC \$0.00
City of Tomahawk Kwahamot Park	12829	100 Deer Park rd.	(1) 4 yd MSW weekly (May-September)	\$175.00
City of Tomahawk Police Dept	12371	219 W. Somo Ave.	(1) 48 G MSW weekly, (1) 96 G MSW weekly	MSW = \$0.00, REC= \$0.00
City of Tomahawk Pride Park	17063	523 W. Somo Ave.	(1) 2 yd REC weekly (May-September)	\$154.50

The Parties agree that

2. Capitalized Terms. Capitalized terms used but not otherwise defined in this Amendment shall have the meanings assigned to them in the Agreement. In the case of a conflict in meaning between the Agreement and this Amendment, this Amendment shall prevail.

3. Continuing Effect. Except as expressly modified or amended by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the second date set forth below.

City of Tomahawk

Republic Services Environmental Solutions
III, LLC

By: _____

By: _____

Name: _____

Name: Ken Maxey

Title: _____

Title: General Manager

Date: _____

Date: _____

DRAFT

AMENDMENT TO THE AGREEMENT

THIS AMENDMENT to the Agreement (the “Amendment”) is entered into effective as of January 1st, 2024 by and between Republic Services Environmental Solutions III, LLC (Formerly Eagle Waste and Recycling, Inc.) and City of Tomahawk, Wisconsin (“Municipality”).

A. The parties entered into that certain Solid Waste Removal Services and Disposal Agreement effective 1st day of January, 2021, pursuant to which Republic provides Solid waste Removal Services and Disposal services to Municipality.

B. The parties desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, and for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree that the Agreement is amended as follows:

1. Pg. 5 – Section 9: Contractors rates effective January 1st, 2025 for the residential collection of MSW & Recycling, rates will then then be subject to the Contract CPI language thereafter beginning January 2026 for the remaining term of the Contract

MSW = \$8.95/month per home

Recycle = \$5.88/month per home

The Parties agree that

2. Capitalized Terms. Capitalized terms used but not otherwise defined in this Amendment shall have the meanings assigned to them in the Agreement. In the case of a conflict in meaning between the Agreement and this Amendment, this Amendment shall prevail.

3. Continuing Effect. Except as expressly modified or amended by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the second date set forth below.

City of Tomahawk

Republic Services Environmental Solutions
III, LLC

By: _____

By: _____

Name: _____

Name: Ken Maxey

Title: _____

Title: General Manager

Date: _____

Date: _____