



City of Beaver Dam, Wisconsin
Operations Committee Meeting

205 S. Lincoln Ave; Council Chambers
Monday, March 2, 2026 at 7:00 PM

[Join Zoom](#)

Meeting ID: 885 0407 3460

Passcode: 989776

(312) 626-6799

AGENDA

- 1) Call to Order – Roll Call
 - a) Approval of the February 16, 2026 Meeting Minutes
- 2) Discussion & Possible Action
 - a) **RESOLUTION NO. 10-2026** A Resolution Authorizing a Professional Services Agreement for Design and Bidding of a Backup Generator for the Water Booster Station Located on Kellom Road
 - b) **RESOLUTION NO. 11-2026** A Resolution Authorizing a Professional Services Agreement for Design and Construction Oversight of a Signal and ITS Standalone Program (SISP) Project
 - c) Regarding an Ordinance Amending Chapter 34, Article II, Division 2, Recycling, of the Beaver Dam Municipal Code
- 3) Items for Future Agendas
- 4) Adjourn

This agenda was posted and made available to the news media, public and various City officials, and staff in compliance with the State of WI Open Meetings Law and Operations Committee policy:

Posted: 2/27/2026 by Tracey Ferron, City Clerk at 8:00 a.m.

A quorum of the Common Council may attend this meeting.



1) Call to Order – Roll Call

The meeting of the Operations Committee was called to order at 6:33pm by Chairperson Joe Bonnett. Present: Joseph Bonnett, Jennifer Hiley, Elwood Lee Flaherty, Cris Olson, Nancy Wild, Jeff Bierman, 6. Absent: Andrew Perkins, 1. Others in attendance – Todd Janssen (Director of Engineering), Jeremy Klug (Director of Utilities), Dan Mulhern (Public Works Supervisor), Joe Kern (Parks and Forestry Supervisor), Joe Lehner (Water Utility Supervisor), Terry Bell (WBEV), Erich Zellmer (Beaverland Must-Skis)

a) Approval of the February 2, 2026 Meeting Minutes

Motion by Jennifer Hiley, second by Jeff Bierman, to approve. Motion carried by acclamation.

2) Discussion & Possible Action

a) **RESOLUTION NO. 7-2026** A Resolution Authorizing the Agreement Between the Beaverland Must-Skis, Inc. and the City of Beaver Dam for the 2026 Season

Motion by Nancy Wild, second by Elwood Lee Flaherty, to approve. Motion carried by acclamation.

b) Regarding Lead Water Service Line and Defective Sanitary Lateral Replacements

Klug presented an overview of the private side lead water service line and defective sanitary lateral replacement process per the recently approved ordinance amendments. Madison St (Chatham St to Rowell St) is the top priority for 2026 since the street is being reconstructed. Notification letters have been sent to all Madison St property owners that require service/lateral replacements, which give the owners the option to replace with the city contract or to privately contract on their own. Replacing it in conjunction with the city contract allows property owners to be assessed the cost for such and pay back over a period of up to 10 years. Construction of Madison St service/lateral replacements is anticipated to occur between April 15 and June 15, 2026. Depending on bid prices and available budget, additional 2026 service/lateral replacements may occur on E Third St and E Maple Ave in conjunction with street resurfacing work (June 15 to September 15, 2026, timeframe). It's currently anticipated that 70–80 total service/lateral replacements may occur in 2026. The 2026 service/lateral replacement program is anticipated to be released for bids in late February 2026, with a bid opening by mid-March 2026. There is currently no grant funding available to assist with service/lateral replacement costs, but staff will continue to monitor for future grant opportunities.

- c) Regarding a Preliminary Resolution Declaring Intent to Exercise Special Assessment Powers Under Section 66.0703(4) Wisconsin Statutes

Introduced by Bonnett followed by discussion. Motion by Jennifer Hiley, second by Nancy Wild, to approve. Motion carried by acclamation.

- d) Regarding Overnight Street Parking Restrictions During the Snow Removal Season

Introduced by Bonnett followed by discussion. Staff provided winter parking rule research of nearby similar-sized communities for committee review. Motion by Flaherty to leave the city's winter parking restrictions as is (per Ordinance Section 62-50(c)), second by Bierman. Motion carried by acclamation.

3) Items for Future Agendas

4) Adjourn

Motion by Nancy Wild, second by Jennifer Hiley, to adjourn. Motion carried by acclamation. Chairperson Bonnett adjourned the meeting at 7:06 pm.

Respectfully Submitted,

Vicky Orth



City of Beaver Dam, Wisconsin
Utilities Department

TO: Operations Committee
FROM: Jeremy Klug
SUBJECT: Professional Services Agreement for Design and Bidding of a Backup Generator for the Water Booster Station Located on Kellom Road

The Issue:

Currently there is no backup power to the water booster station located on Kellom Rd. in the event of a power outage.

Considerations:

Development in the northern zone will require more water and pressure demands. To avoid disruption during a power outage, a backup generator will provide continued service.

Does this item have a financial or budget impact?

Yes

Professional Services agreement fee will be \$33,200. Project funding will be provided by Degas LLC per their Development Agreement with the City of Beaver Dam.

Recommendation:

Staff recommend entering into a professional services agreement to design and bid installation of a backup generator to power the water booster station in the event of an electrical service outage.

Attachments:

1. Resolution 10-2026
2. Professional Services Agreement

RESOLUTION NO. 10-2026

**A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR
DESIGN AND BIDDING OF A BACKUP GENERATOR AT THE WATER BOOSTER
STATION LOCATED ON KELLOM ROAD**

WHEREAS, the City of Beaver Dam proposes to enter into a Professional Agreement with MSA Professional Services, Inc., Beaver Dam, Wisconsin, for design and bidding of a backup generator for the Water Booster Station located on Kellom Road.

NOW, THEREFORE, BE IT RESOLVED that the City of Beaver Dam and MSA Professional Services, Inc. shall enter into a Professional Services Agreement which appropriate City officials are authorized to execute on behalf of the City of Beaver Dam for an estimated fee of \$33,200. Project funding is provided by Degas LLC per their Development Agreement with the City of Beaver Dam.

Presented by the Operations Committee

By a vote of: _____ in favor, _____ opposed, and _____ abstain.

Adopted: March 2, 2026

Tracey M. Ferron
City Clerk

Approved: March 2, 2026

Roberta Marck
Mayor

(Subject to Committee Approval)



Professional Services Agreement

MSA Project Number: 00218316

This AGREEMENT (Agreement) is made effective 2/9/26 by and between

MSA PROFESSIONAL SERVICES, INC (MSA)

Address: 1230 South Boulevard, Baraboo, WI 53913

Phone: (608) 356-2771

Representative: Brad Stuczynski, PE

Email: bstuczynski@msa-ps.com

CITY OF BEAVER DAM (OWNER)

Address: 108 Myrtle Road, Beaver Dam, WI 53916

Phone: (920) 887-4625

Representative: Jeremy Klug, Utility Director

Email: jklug@ci.beaverdam.wi.gov

Project Name: Generator at Hwy 151 Booster Station

The scope of the work authorized is: See Attachment A: Scope of Services

The schedule to perform the work is: Approximate Start Date: March 2026
Approximate Completion Date: October 2026

The estimated fee for the work is: \$33,200

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a time and expense basis not to exceed the estimated fee noted above. Attachment B: Rate Schedule is attached and made part of this Agreement

Approval: Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

CITY OF BEAVER DAM

Jeremy Klug
Utility Director
Date: _____

MSA PROFESSIONAL SERVICES, INC.


Brad Stuczynski, PE
Team Leader - Water
Date: 2/9/2026

MSA PROFESSIONAL SERVICES, INC. (MSA)
GENERAL TERMS AND CONDITIONS OF SERVICES (PUBLIC) (rev 01/26)

1. **Scope and Fee.** The scope of Owner's Project (the "Project"), scope of MSA's services (the "Work"), for those services are defined in Attachment A. The scope and fee constitute a good faith estimate of the tasks and associated fees required to perform the services defined in Attachment A. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service or involve renovation of an existing building or structure, activities often cannot be fully defined during initial planning. As the Project progresses, facts uncovered may reveal a change in direction which may alter the Work. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

2. **Owner's Responsibilities.**

(a) Project Scope and Budget

The OWNER shall define the scope and budget of the Project and, when applicable, periodically update the Project budget, including that portion allocated for the cost of the Work. The Project budget shall include contingencies for design, development, and, when required by the scope of the Project, construction of the Project. The OWNER shall not significantly increase or decrease the overall Project scope or schedule, the portion of the budget allocated for the cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of MSA to a corresponding change in the Project scope, quality, schedule, and compensation of MSA.

(b) Designated Owner Representative

The OWNER shall identify a Designated Representative who shall be authorized to act on behalf of the OWNER with respect to the Project. OWNER's Designated Representative shall render related decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of MSA's services. MSA shall not be liable for any error or omission made by OWNER, OWNER's Designated Representative, or OWNER's consultant.

(c) Tests, Inspections, and Reports

When required by the scope of the Project, the OWNER shall furnish tests, inspections, and reports required by law or the Contract Documents, such as planning studies; preliminary designs; structural, mechanical, or chemical tests; tests for air, water, or soil pollution; and tests for hazardous materials.

(d) Additional Consultants

MSA's consultants shall be identified in Attachment A. The OWNER shall furnish the services of other consultants other than those designated in Attachment A, including such legal, financial, accounting, and insurance counseling services as may be required for the Project.

(e) OWNER Provided Services and Information

MSA shall be entitled to rely on the accuracy and completeness of services and information furnished by the OWNER, Designated OWNER Representative, or Consultant. MSA shall use reasonable efforts to provide prompt written notice to the OWNER if MSA becomes aware of any errors, omissions, or inconsistencies in such services or information.

3. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Balances due past thirty (30) days shall be subject to an interest charge at a rate of 18% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

4. **Costs and Schedules.** Costs (including MSA's fees and reimbursable expenses) and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, pandemics, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

5. **Access to Site.** Owner shall furnish right-of-entry on the Project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of

services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

6. **Location of Utilities.** Owner shall supply MSA with the location of all pre-existent utilities and MSA has the right to reasonably rely on all Owner supplied information. In those instances where the scope of services require MSA to locate any buried utilities, MSA shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend MSA in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to MSA by others.

7. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other recommendations made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not warrant or represent that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

8. **Construction.** When applicable to the scope of the Project, the OWNER shall contract with a licensed and qualified Contractor for implementation of construction work utilizing a construction contract based on an EJCDC construction contract and general conditions appropriate for the scope of the Project and for the delivery method. In the construction contract, the OWNER shall use reasonable commercial efforts to require the Contractor to (1) obtain Commercial General Liability Insurance with contractual liability coverage insuring the obligation of the Contractor, and name the OWNER, MSA and its employees and consultants as additionally insureds of that policy; (2) indemnify and hold harmless the OWNER, MSA and its employees and consultants from and against any and all claims, damages, losses, and expenses ("Claims"), including but not limited to reasonable attorney's fees and economic or consequential damages arising in whole or in part out of the negligent act or omission of the contractor, and Subcontractor or anyone directly or indirectly employed by any of them. This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work, the same being the sole and exclusive responsibility of the contractors or subcontractors.

9. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, which is known as the "standard of care". The standard of care is defined as that level of skill and care ordinarily exercised by members of the same profession practicing at the same point in time and in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

10. **Municipal Advisor.** MSA Professional Services, Inc. is not acting as a 'Municipal Advisor' to the owner pursuant to Section 15B of the Exchange Act. For financial advice related to the corresponding project, the client is encouraged to discuss their finances with internal and/or external advisors and experts before making decisions incurring debt and/or supporting those obligations. MSA desires to serve each client well by providing the best information publicly available and is providing information as part of its engineering responsibilities to inform client options. The information is not intended to provide financial advice or recommendations and is not bound by the formal Municipal Advisor fiduciary duty.

11. **Conduct Expectations.** Owner and MSA understand their respective obligations to provide a safe, respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age, or protected class status) will not be tolerated and will be addressed timely and in compliance with anti-harassment laws.

12. Electronic Documents and Transmittals. Owner and MSA agree to transmit and accept project related correspondence, documents, text, data, drawings and the like in digital format in accordance with MSA's Electronic Data Transmittal policy. Each party is responsible for its own cybersecurity, and both parties waive the right to pursue liability against the other for any damages that occur as a direct result of electronic data sharing.

13. Building Information Modelling (BIM). For any projects, and not limited to building projects, utilizing BIM, OWNER and MSA shall agree on the appropriate level of modelling required by the project, as well as the degree to which the BIM files may be made available to any party using the Electronic Document Transmittal provisions of section 12 of this Agreement.

14. Construction Site Visits. If the scope of services includes services during the Construction Phase, MSA shall make visits to the site as specified in Attachment A– Scope of Services. MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

15. Termination. This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

16. Betterment. If, due to MSA's error, any required or necessary item or component of the Project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

17. Hazardous Substances. OWNER acknowledges and agrees that MSA has had no role in identifying, generating, treating, storing, or disposing of hazardous substances or materials which may be present at the Project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the Project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

18. Insurance. MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional

insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

19. Reuse of Documents. Reuse of any documents and/or services pertaining to this Project by the OWNER or extensions of this Project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

20. Indemnification. To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

21. Accrual of Claims. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if MSA's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to MSA.

22. Dispute Resolution. OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters thru mediation with a mutually agreed upon mediator. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in the court having jurisdiction as specified in this Agreement.

23. **Exclusion of Special, Indirect, Consequential and Liquidated Damages.** MSA shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this contract.

24. **Limitation of Liability.** Neither MSA, its Consultants (if any), nor their employees shall be jointly, severally, or individually liable to the OWNER in excess of the amount of the insurance proceeds available.

25. **Successors and Assigns.** The successors, executors, administrators, and legal representatives of Owner and MSA are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither party may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, which shall not be unreasonable withheld, except to the extent that any assignment, subletting, or transfer is mandated by law.

26. **Notices.** Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.

27. **Survival.** Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

28. **Severability.** Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and MSA.

29. **No Waiver.** A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

30. **State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State in which the project is located.

31. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State in which the project is located for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be in the County, in which the project is located.

32. **Understanding.** This agreement contains the entire understanding between the parties on the subject matter hereof and no representations. Inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.

ATTACHMENT A: SCOPE OF SERVICES

Project Understanding

The City intends to install an on-site permanent diesel generator to the existing Hwy 151 Booster Station. The generator should be sized to power two (2) service pumps and a smaller jockey pump.

The project includes a diesel-powered generator, fuel tank, concrete pad, automatic transfer switch (ATS), connecting electrical and site restoration.

This project does not require PSC Construction authorization as the estimated project cost is both less than \$591,000 and 25% of the City's water utility revenues (2024 revenue was \$3,328,369).

Scope of Services

Design Phase

- Project management & general correspondence
- Organize and conduct project Kickoff meeting with MSA design team and City staff.
- Prepare limited topographical survey of the proposed project site.
- Prepare existing site plan including locations of existing utilities, property lines and easements.
- Provide design for generator addition including generator siting, setback review, electrical connections and ATS location.
- Prepare plans, specifications in conformance with the standards stipulated by the Engineers Joint Contract Document Committee (EJCDC):
 - site grading, yard piping and erosion control
 - watermain extensions plan and profile
 - electrical and control systems
- Organize and conduct one design progress review meeting with City staff at 90% design. progress. Prior to the meeting, provide plans, specifications and estimate via pdf for Owner review.
- Revise and finalize the bidding documents per comments from the Owner.
- Submit plans, specifications and DNR form 3300-260 to Wisconsin Department of Natural Resources, Drinking Water Department.

Bidding Phase

- Prepare advertisement for bid and submit Class 2 legal notice in local newspaper.
 - Payment to newspaper shall be by the Owner.
- Distribute pdf bidding documents and solicit bidders utilizing the Quest electronic bidding network.
- Issue addenda as appropriate to clarify, correct, or change the bidding documents.
- Conduct an online public bid opening. MSA to host a virtual meeting for remote participation.
- Prepare bid tabulation sheet and assist owner in evaluating bids and awarding the construction contract.
- Prepare construction contract documents and coordinate execution of documents by City and Contractor.

Additional Services

- Construction phase services
- Prepare and submit Construction Authorization Request to Wisconsin Public Service Commission

Owner to Provide

- Access to existing booster station facility
- Copies of any reports, maintenance evaluations, or other determinations performed to date (MSA has many but will review any additional information).
- Existing pump information including historical pumping data, maintenance records and pump curves
- SCADA programming
- Payment for advertisement (Class 2 legal notice)

ATTACHMENT B: RATE SCHEDULE

Administrative	\$ 90 – \$160/hr.
Architects	\$ 90 – \$208/hr.
Community Development Specialists	\$144 – \$208/hr.
Digital Design.....	\$121 – \$159/hr.
Environmental Scientists/Geologists	\$116 – \$203/hr.
Geographic Information Systems (GIS).....	\$105 – \$203/hr.
Housing Administration	\$ 97 – \$198/hr.
Inspectors/Zoning Administrators	\$115 – \$160/hr.
IT Support	\$184 – \$203/hr.
Land Surveying	\$ 90 – \$208/hr.
Landscape Designers & Architects.....	\$ 90 – \$231/hr.
Planners.....	\$ 90 – \$226/hr.
Principals	\$230 – \$330/hr.
Professional Engineers/Designers of Engineering Systems	\$163 – \$214/hr.
Project Managers.....	\$126 – \$259/hr.
Real Estate Professionals	\$147 – \$203/hr.
Staff Engineers	\$ 90 – \$157/hr.
Technicians.....	\$105 – \$159/hr.
Utility Treatment Operators	\$ 90 – \$190/hr.

Labor rates represent an average or range for a particular job classification. These rates are in effect until December 31, 2026.

REIMBURSABLE EXPENSES (effective November 30, 2025)

Building Inspection Permit Management	\$25/permit
Copies/Prints	Rate based on volume
Specs/Reports.....	\$10
Copies	\$0.14/page \$0.16/page for DOT
Plots	\$0.01/sq.in.
Flash Drive	\$10
Dini Laser Level	\$85/per day \$86/day for DOT
Drone Flight	\$375/flight \$330/flight for DOT
Geodimeter	\$30/hour
GPS Equipment	\$20/hour \$11.25/hour for DOT
GPS R2 Equipment	\$20/hour \$2/hour for DOT
Mailing/UPS	At cost
Mileage – Reimbursement	IRS Rate – IRS Rate + \$5/day
Mileage – MSA Vehicle	\$0.70/mile \$0.74/mile for DOT
Nuclear Density Testing	\$30/day \$35/day for DOT
Organic Vapor Field Meter	\$100/day
PC/CADD Machine	Included in labor rates
Robotic Survey Equipment.....	\$20/hour \$11/hour for DOT
Stakes/Lath/Rods.....	At cost
Travel Expenses, Lodging, & Meals	At cost
Traffic Counting Equipment & Data Processing.....	At cost

Expense rates represent an average or range for a particular category and are subject to change to match incurred cost in real time.



City of Beaver Dam, Wisconsin
Engineering Office

TO: Operations Committee
FROM: Todd Janssen
SUBJECT: Professional Services Agreement for Design and Construction Oversight of a Signal and ITS Standalone Program (SISP) Project

The Issue:

Enclosed for approval is the Professional Services Agreement that authorizes Traffic Analysis & Design Inc. to design and oversee construction of a SISP project on behalf of the City of Beaver Dam.

Considerations:

The Wisconsin Department of Transportation (WisDOT) Signals and ITS Standalone Program (SISP) has awarded the City of Beaver Dam \$765,707 for a STH 33 Signal Retrofit project. The project will be funded 90% State/10% City of Beaver Dam. Per current program policy, any amount above the project application award shall be funded by the City of Beaver Dam.

The SISP funds the installation, replacement or rehabilitation of traffic signals or intelligent transportation systems (ITS), not incidental to other improvement projects, on state and connecting highways. Projects on connecting highways are eligible for 90% program funds with a 10% cost sharing component from the requesting agency.

The STH 33 Signal Retrofit project is located at the intersection of STH 33 (Park Avenue) and University Avenue, and includes replacing 40+ year old traffic signal infrastructure, as well as adding additional equipment to improve the safety, operations, and efficiency of the intersection.

Does this item have a financial or budget impact?

Yes

The project is funded in part by the WisDOT SISP award (up to 90%), with the balance funded by the Engineering Capital Improvement Project Account.

Recommendation:

Staff recommend authorizing the Professional Services Agreement for Design and Construction Oversight of a Signal and ITS Standalone Program (SISP) Project for the lump sum fee of \$89,595.60.

Attachments:

1. Resolution No. 11-2026
2. Professional Services Agreement

RESOLUTION NO. 11-2026

**A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR
DESIGN AND CONSTRUCTION OVERSIGHT OF A SIGNAL AND ITS
STANDALONE PROGRAM (SISP) PROJECT**

WHEREAS, the Signal and ITS Standalone Program (SISP), administered by the State of Wisconsin Department of Transportation (WisDOT), funds replacement or rehabilitation of traffic signals or intelligent transportation systems (ITS), not incidental to other improvement projects, on state and connecting highways; and,

WHEREAS, the City of Beaver Dam submitted a SISP Application to the State of Wisconsin for the following project: STH 33 Signal Retrofit (STH 33/Park Avenue and University Avenue intersection); and,

WHEREAS, the WisDOT has subsequently awarded up to \$765,707 to the City of Beaver Dam for this SISP project; and,

WHEREAS, the City of Beaver Dam proposes to enter into a Professional Agreement with Traffic Analysis & Design Inc., Cedarburg, Wisconsin, for design and construction oversight for this SISP project.

NOW, THEREFORE, BE IT RESOLVED that the City of Beaver Dam and Traffic Analysis & Design Inc. shall enter into a Professional Services Agreement which appropriate City officials are authorized to execute on behalf of the City of Beaver Dam for the lump sum fee of \$89,595.60. The project is funded in part by the WisDOT SISP award (up to 90%), with the balance funded by the Engineering Capital Improvement Project Account.

Presented by the Operations Committee

By a vote of: _____ in favor, _____ opposed, and _____ abstain.

Adopted: March 2, 2026

Tracey M. Ferron
City Clerk

Approved: March 2, 2026

Roberta Marck
Mayor

(Subject to Committee Approval)

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is entered into between **City of Beaver Dam** (Client) and **Traffic Analysis & Design, Inc.** (Engineer), based upon Client's intention to prepare traffic signal design plans for the proposed traffic signal replacement on STH 33 in Beaver Dam, Wisconsin (the Project) and Client's requirement for certain engineering services in connection with the Project (the Services) which Engineer is prepared to provide.

1. Engineer shall provide the Services described in Attachment A, "Scope of Services", according to Attachment A, "Schedule".
2. Client shall pay Engineer in accordance with Attachment A, "Compensation". Invoices for additional work shall be due and payable upon receipt. Invoice amounts not paid within 30 days after receipt shall accrue interest at the rate of 1.5% per month (or the maximum rate permitted by law, if less), with payments applied first to accrued interest and then to unpaid principal.
3. The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.
4. Engineer shall not be liable to Client for any consequential damages resulting in any way from the performance of the Services. To the fullest extent permitted by law, Engineer's liability under this Agreement shall not exceed Engineer's total compensation actually received under this Agreement.
5. Engineer and Client waive all rights against each other for damages covered by property insurance during and after the completion of the Services.
6. Notwithstanding anything to the contrary in any Attachments hereto, Engineer has no responsibility for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; or (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Engineer, to fulfill contractual responsibilities to Client or to comply with federal, state, or local laws, regulations, and codes.
7. Engineer does not guarantee that proposals, bids, or actual Project costs will not vary from Engineer's cost estimates or that actual schedules will not vary from Engineer's projected schedules.
8. This Agreement may be terminated upon written notice at Client's convenience or by either party in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. Engineer shall terminate performance of Services on a schedule acceptable to Client, and Client shall pay Engineer for all Services performed and reasonable termination expenses. Paragraphs 4 and 5 shall survive any termination or completion of this Agreement.
9. All documents prepared by Engineer pursuant to this Agreement are instruments of service in respect to the Project. Any use except for the specific purpose intended by this Agreement will be at the user's sole risk and without liability or legal exposure to Engineer. Engineer shall retain its ownership in its data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Engineer.
10. The Services provided for in this Agreement are for the sole use and benefit of Client and Engineer. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Client and Engineer.
11. Any notice required by this Agreement shall be made in writing to the address specified below:

Client: City of Beaver Dam
205 South Lincoln Avenue
Beaver Dam, WI 53916
Attn: Todd Janssen, PE, Director of Engineering

Engineer: Traffic Analysis & Design, Inc.
PO Box 128
Cedarburg, WI 53012
Attn: Mr. John A. Bieberitz, P.E., PTOE

IN WITNESS WHEREOF, Client and Engineer have executed this Agreement, effective as of November 17, 2025.

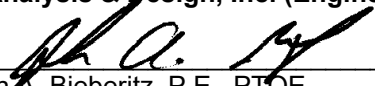
City of Platteville (Client)

By: _____

Title: _____

Date: _____

Traffic Analysis & Design, Inc. (Engineer)

By: 
John A. Bieberitz, P.E., PTOE

Date: 11/17/25

ATTACHMENT A

SCOPE OF SERVICES

Task 1 – Permanent Traffic Signal Plans

Plans, specifications, and estimates will be developed for reconstruction of permanent traffic signals at the following intersection:

- STH 33 (Park Avenue) at University Avenue

All work will be performed according to Wisconsin Department of Transportation standards. All materials will be prepared to be inserted into the City of Beaver Dam bid package prepared by others.

Plans, specifications, quantities, and estimates will be prepared in English units.

A. MEETINGS

It is anticipated that project coordination can be accomplished primarily via telephone and e-mail. Any in-person meetings will be considered extra work and may require a contract amendment to attend.

B. PRELIMINARY ENGINEERING

Preliminary plans will consist of the following:

- Traffic Signal Removal Sheets
- Traffic Signal Layout Sheets
- Sequence of Operation Sheet
- Cable Routing Sheet
- Miscellaneous Quantities Sheets
- Required Standard Detail Drawings

An electronic copy of the preliminary signalization plans (Adobe Acrobat format, 11"x17" pages) will be submitted to the client for review and comments. The engineer will not provide paper copies for this submittal.

Engineer will prepare specifications utilizing the 2025 (or current, if later) WisDOT specifications and special provisions. One set of specifications (Adobe Acrobat format electronic file) will be submitted to the client for review and comments.

C. FINAL PS&E

Upon receiving comments from the client on the preliminary plans and specifications, the Engineer will revise the design and specifications.

Based on the final project quantities, Engineer will provide an engineer's estimate in electronic format (Adobe Acrobat) to the client.

Engineer will create an Adobe Acrobat file of the final plans (in 11"x17" format), and electronic files of the specifications and estimate for submittal to the client for inclusion in the client's bid documents.

Engineer will modify existing traffic signal timing as required to accommodate any changes to the traffic signal operation, including flashing yellow arrows, etc.

Task 2 – Temporary Traffic Signal Plans

Plans, specifications, and estimates will be developed for temporary traffic signals at the following intersection:

- STH 33 (Park Avenue) at University Avenue

All work will be performed according to Wisconsin Department of Transportation standards. All materials will be prepared to be inserted into the City of Beaver Dam bid package prepared by others.

Plans, specifications, quantities, and estimates will be prepared in English units.

A. MEETINGS

It is anticipated that project coordination can be accomplished primarily via telephone and e-mail. Any in-person meetings will be considered extra work and may require a contract amendment to attend.

B. PRELIMINARY ENGINEERING

Preliminary plans will consist of the following:

- Temporary Traffic Signal Layout Sheets
- Temporary Sequence of Operation Sheets
- Miscellaneous Quantities
- Required Standard Detail Drawings

An electronic copy of the preliminary signalization plans (Adobe Acrobat format, 11"x17" pages) will be submitted to the client for review and comments. The engineer will not provide paper copies for this submittal.

Engineer will prepare specifications utilizing the 2025 (or current, if later) WisDOT specifications and special provisions. One set of specifications (Adobe Acrobat format electronic file) will be submitted to the client for review and comments.

C. FINAL PS&E

Upon receiving comments from the client on the preliminary plans and specifications, the Engineer will revise the design and specifications.

Based on the final project quantities, Engineer will provide an engineer's estimate in electronic format (Adobe Acrobat) to the client.

Engineer will create an Adobe Acrobat file of the final plans (in 11"x17" format), and electronic files of the specifications and estimate for submittal to the client for inclusion in the client's bid documents.

Engineer will modify existing traffic signal timing as required to accommodate temporary signal operation.

Task 3 – Topographic Survey

A topographic survey will be performed of the project area surrounding the following intersection:

- STH 33 (Park Avenue) at University Avenue

All work will be performed according to Wisconsin Department of Transportation standards.

This work will be sublet to CORRE.

Task 4 – Curb Ramp Design and Additional Pavement Design

Pedestrian curb ramps will be designed to meet ADA requirements at no more than 6 individual ramp locations at the project intersection.

Additional pavement design to accommodate the installation of vehicle detector loops will be performed as needed.

Pavement marking and signing will be designed as necessary.

All work will be performed according to Wisconsin Department of Transportation standards.

This work will be sublet to CORRE.

Task 5 – Construction Oversight and Staking

Construction observation and inspection:

- Inspect monotube installation and observe bolt/connection testing
- DOES NOT include monotube physical verification
- Perform on-site testing of plastic concrete

Construction staking will be performed at the following intersection:

- STH 33 (Park Avenue) at University Avenue

All work will be performed according to Wisconsin Department of Transportation standards.

This work will be sublet to CORRE.

SCHEDULE

Engineer will provide the deliverables listed above according to the following schedule:

<u>Deliverable</u>	<u>Date</u>
Preliminary Engineering	March 1, 2026
Final PS&E	April 1, 2026
Completion Date	June 30, 2028

COMPENSATION

For the services described in the above Scope of Services, Client shall pay Engineer a lump sum fee of \$89,595.60.

All services not cited in Attachment A, Scope of Services, will be conducted as additional services under an Amendment to this Agreement.



City of Beaver Dam, Wisconsin
Engineering Office

TO: Operations Committee
FROM: Todd Janssen, Dan Mulhern
SUBJECT: Ordinance Amending Chapter 34, Article II, Division 2, Recycling, of the Beaver Dam Municipal Code

The Issue:

Enclosed for your consideration are amendments to the Recycling ordinance that are intended to align with current City operations and Wisconsin DNR standards.

Considerations:

The Department of Natural Resources (DNR) has revised the administrative code that oversees Responsible Units' (RUs) effective recycling programs and other aspects of Wisconsin's recycling law. The rule revisions took effect July 1, 2025.

DNR has asked all RUs to update their recycling ordinances accordingly by April 30, 2026.

Does this item have a financial or budget impact?

No

Recommendation:

Staff recommends approval of this Ordinance amendment as presented herein.

Attachments:

1. Draft Ordinance
2. Draft Ordinance Exhibit

ORDINANCE NO.

**AN ORDINANCE AMENDING CHAPTER 34, ARTICLE II, DIVISION 2,
RECYCLING, OF THE BEAVER DAM MUNICIPAL CODE.**

WHEREAS, current City operations and Wisconsin Department of Natural Resources (WDNR) standards have made some references in Chapter 34, Article II, Division 2 of the municipal code obsolete and/or inconsistent; and

WHEREAS, the Common Council of the City of Beaver Dam desires to update the municipal code so it is consistent with current City operations and WDNR standards; and

WHEREAS, Exhibit A to this ordinance, which is hereby incorporated, creates consistency with current City operations and WDNR standards; and

NOW, THEREFORE, BE IT RESOLVED, the Common Council of the City of Beaver Dam hereby ordains:

1. Chapter 34, Article II, Division 2 of the Beaver Dam Municipal Code shall be amended as depicted in Exhibit A.
2. This ordinance shall become effective upon its passage and publication.

Presented by the members of the Operations Committee.

First Reading – March 16, 2026

Adopted: April 6, 2026

By a vote of: _____ in favor, _____ opposed, and _____ abstain.

Roberta Marck, Mayor

Tracey Ferron, City Clerk

EXHIBIT A

PART II - MUNICIPAL CODE
Chapter 34 - HEALTH AND SANITATION
ARTICLE II. - SOLID WASTE
DIVISION 2. RECYCLING

DIVISION 2. RECYCLING

Sec. 34-61. Purpose of division.

The purpose of this division is to promote recycling, composting and resource recovery through the administration of an effective recycling program under Wis. Stats. § 287.11, and Wis. Admin. Code NR ch. 544.

(Code 2001, § 11.10(1))

Sec. 34-62. Statutory authority.

This division is adopted under Wis. Stats. § 287.09(3)(b), and the powers vested in the municipal government of the city.

(Code 2001, § 11.10(2); Ord. No. 16-2023, § 1(Exh. A), 11-20-2023)

Sec. 34-63. Abrogation and greater restrictions.

It is not intended by this division to repeal, abrogate, annul, impair or interfere with any existing rules, regulations, ordinances or permits previously adopted or issued under law. Whenever this division imposes greater restrictions, such provisions shall apply.

(Code 2001, § 11.10(3))

Sec. 34-64. Interpretation.

In their interpretation and application, the provisions of this division shall be held to be the minimum requirements and shall not be deemed a limitation or repeal of any other power granted by statute. Where any terms or requirements of this section may be inconsistent or conflicting, the more restrictive requirements or interpretation shall apply. Where a provision of this section is required by statute, or by a standard in Wis. Admin. Code NR ch. 544, and where the section provision is unclear, the provision shall be interpreted in light of the statute and the Wis. Admin. Code NR ch. 544 standards in effect on the date of the adoption of the ordinance from which this division is derived, or in effect on the date of the most recent text amendment to this division.

(Code 2001, § 11.10(4))

Sec. 34-65. Applicability of division provisions.

The requirements of this division apply to all persons within the corporate limits of the city.

(Code 2001, § 11.10(6))

Sec. 34-66. Severability.

Should any portion of this division be declared unconstitutional or invalid by a court of competent jurisdiction, the remainder of this division shall not be affected.

(Ord. No. 16-2023, § 1(Exh. A), 11-20-2023)

Sec. 34-67. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Bi-metal container means a container for carbonated or malt beverages that is made primarily of a combination of steel and aluminum.

Container board means corrugated paperboard used in the manufacture of shipping containers and related products.

EPS means expanded (or foamed) polystyrene, labeled SPI code 6.

Foam polystyrene packaging means packaging made primarily from foam polystyrene that satisfies one of the following criteria:

- (1) Is designed for serving food or beverages.
- (2) Consists of loose particles intended to fill space and cushion the packaged article in a shipping container.
- (3) Consists of rigid materials shaped to hold and cushion the packaged article in a shipping container.

Glass container means a glass bottle, jar or other packaging container used to contain a product that is the subject of a retail sale and does not include ceramic cups, dishes, oven ware, plate glass, safety and window glass, heat resistant glass such as Pyrex, lead based glass such as crystal, or TV tubes.

HDPE means high density polyethylene, labeled by SPI code 2.

LDPE means low density polyethylene, labeled by SPI code 4.

Magazines means magazines and other materials printed on similar paper.

Major appliance means a residential or commercial air conditioner, clothes dryer, clothes washer, dishwasher, freezer, microwave oven, oven, refrigerator, stove, humidifier, dehumidifier, garbage compactor, furnace, boiler and water heater.

Multifamily dwelling means a property containing five or more residential units, including those which are occupied seasonally.

Newspaper means a newspaper and other materials printed on newsprint.

Nonresidential facilities and properties means commercial, retail, industrial, institutional and governmental facilities and properties but not multifamily dwellings. Non-residential facilities and properties includes any location at which goods or services are provided or manufactured, including locations under construction, demolition, or remodeling, or used for special events such as fairs, festivals, sport venues, conferences, and exhibits.

Office paper means high grade printing and writing papers. This term does not include industrial process waste, newspaper or packaging.

Deleted: from offices in nonresidential facilities and properties. Printed white ledger and computer printout are examples of office paper generally accepted as high grade

Created: 2025-08-06 08:13:27 [EST]

(Supp. No. 44)

Other resins or multiple resins means plastic resins labeled by SPI code 7.

Person means any individual, corporation, [limited liability company](#), partnership, association, local governmental unit, as defined in Wis. Stats. § 66.0131(1)(a), state agency or authority or federal agency.

PETE or PET means polyethylene terephthalate, labeled by SPI code 1.

Plastic container means individual, separate, rigid plastic bottle, can, jar or carton, except for a blister pack, that is originally used to contain a product that is the subject of retail sale.

Post-consumer waste means solid waste other than solid waste generated in the production of goods, hazardous waste, as defined in Wis. Stats. § 291.01(7), waste from construction and demolition of structures, scrap automobiles, or high-volume industrial waste, as defined in Wis. Stats. § 289.01(17).

PP means polypropylene, labeled by SPI code 5.

PS means polystyrene, labeled by SPI code 6.

PVC means polyvinyl chloride, labeled by SPI code 3.

Recyclable materials includes lead acid batteries; major appliances, waste oil; yard waste; aluminum containers; corrugated paper or other container board; foam polystyrene packaging; glass containers; magazines, newspaper; office paper; rigid plastic containers, including those made of PETE, HDPE, PVC, LDPE, PP, PS and other resins or multiple resins; steel containers; waste tires; and bi-metal containers.

Solid waste. See Wis. Stats. § 289.01(33).

Solid waste facility. See Wis. Stats. § 289.01(35).

Solid waste treatment means any method, technique or process which is designed to change the physical, chemical or biological character or composition of solid waste. Treatment includes incineration.

Waste tire means a tire that is no longer suitable for its original purpose because of wear, damage or defect.

Yard waste means leaves, grass clippings, yard and garden debris and brush, including clean woody vegetative material no greater than six inches in diameter. This term does not include stumps, roots or shrubs with intact root balls.

(Code 2001, § 11.10(9); Ord. No. 16-2023, § 1(Exh. A), 11-20-2023)

Cross reference(s)—Definitions generally, § 1-2.

Sec. 34-68. Separation of recyclable materials.

Occupants of single-family and two-unit to four-unit residences, multifamily dwellings and nonresidential facilities and properties shall separate the following materials from post-consumer waste:

- (1) Lead acid batteries,
- (2) Major appliances,
- (3) Waste oil,
- (4) Yard waste,
- (5) Aluminum containers,
- (6) Bi-metal containers,
- (7) Corrugated paper or other container board,
- (8) Glass containers,

(Supp. No. 44)

Created: 2025-08-06 08:13:27 [EST]

- (9) Magazines,
- (10) Newspaper,
- (11) Office paper,
- (12) Rigid plastic containers made of PETE, HDPE, PVC, LDPE, PP, PS, and other resins or multiple resins,
- (13) Steel containers,
- (14) Waste tires.

(Code 2001, § 11.10(10); Ord. No. 16-2023, § 1(Exh. A), 11-20-2023)

Deleted: ,

Deleted: (15) Foam polystyrene packaging. ¶

Sec. 34-69. Separation requirements exempted.

The separation requirements of section 34-68 do not apply to the following:

- (1) Occupants of single-family and two-unit to four-unit residences, multifamily dwellings and nonresidential facilities and properties that send their post-consumer waste to a processing facility licensed by the DNR that recovers the materials specified in section 34-68 from solid waste in as pure a form as is technically feasible.
- (2) Solid waste which is burned as a supplemental fuel at a facility if less than 30 percent of the heat input to the facilities is derived from the solid waste burned as supplemental fuel.
- (3) A recyclable material specified in section 34-68(5) through (14) for which a variance has been granted by the DNR under Wis. Stats. § 287.11(2m), or Wis. Admin. Code NR § 544.14.

(Code 2001, § 11.10(11); Ord. No. 16-2023, § 1(Exh. A), 11-20-2023)

Sec. 34-70. Care of separated **recyclable** materials.

To the greatest extent practicable, the recyclable materials separated as in section 34-68 shall be clean and kept free of contaminants such as food or product residue, oil or grease, or other nonrecyclable materials including, but not limited to, household hazardous waste, medical waste, and agricultural chemical containers. Recyclable materials shall be stored in a manner which protects them from wind, rain, and other inclement weather conditions.

(Code 2001, § 11.10(12); Ord. No. 8-2023, § 1(Exh. A), 10-2-2023)

Deleted: unless approved by the committee such as in conjunction with an open bin, comingled collection operation...

Sec. 34-71. Management of lead acid batteries, major appliances, waste oil, yard waste and waste tires.

Occupants of single-family, two-unit to four-unit residences, multifamily dwellings, nonresidential facilities and properties shall manage lead acid batteries, major appliances, waste oil, yard waste and waste tires as follows:

- (1) *Lead acid batteries.* Lead acid batteries shall be disposed of at private retail outlets and at any other points of purchase or other legal disposal locations, all for the purpose of recycling, under law.
- (2) *Major appliances.* Appliances requiring recycling that contain refrigerant material, including refrigerators, freezers, air conditioners and dehumidifiers, shall be disposed of by contacting local private salvage yards. All waste appliance generators in the city may dispose of any major appliances, not containing refrigerants, at the city drop-off site located at 205 West South Street, during normal operating hours.

Deleted: 640 South Center

-
- (3) *Waste oil.* Waste oil shall be disposed of at the city drop-off site located at 238 Commercial Drive.
 - (4) *Yard waste.* Yard waste consisting of grass cuttings, wood chippings, leaves, brush and branches not exceeding six-inch thickness and garden vines and stalks can be disposed of by all waste generators at the city drop-off site, 205 West South Street. Tree care/landscape/lawn care contractors are prohibited from disposing of yard waste at the drop-off site. In addition, city collection at the street is made of such materials, except grass cuttings, at the times and locations scheduled by the committee.
 - (5) *Waste tires.* Waste tires shall be disposed of at private retail outlets, any other points of purchase, or other legal disposal locations including, but not limited to, private recycling firms, all for the purpose of recycling the tires under law.

(Code 2001, § 11.10(13); Ord. No. 8-2023, § 1(Exh. A), 10-2-2023; Ord. No. 16-2023, § 1(Exh. A), 11-20-2023)

Sec. 34-72. Preparation and collection of recyclable materials.

Except as may otherwise be directed by the committee, occupants of single-family and two-unit to four-unit residences, including such residences that may be located in buildings also occupied by uses defined in section 34-67, shall do the following for the preparation and curbside collection, by city government retained contractor, of the separated materials specified as follows:

- (1) Aluminum containers shall be rinsed and preferably flattened. Containers shall be placed in the approved recycling container and placed at the curblane on the designated day of collection.
- (2) Bi-metal containers shall be cleaned of contents and rinsed. Labels need not be removed. Containers shall be placed in the approved recycling container and placed at the curblane on the designated day of collection.
- (3) Corrugated paper or other container board shall be free of debris and placed in the approved recycling container and placed at the curb line on the designated day of collection.
- (4) Glass containers (unbroken) shall be cleaned of contents and rinsed. Labels and covers need not be removed. Containers shall be placed in the approved recycling container and placed at the curblane on the designated day of collection.
- (5) Magazines shall be placed in the approved recycling container and placed at the curb line on the designated day of collection.
- (6) Newspaper shall be placed in the approved recycling container and placed at the curb line on the designated day of collection.
- (7) Office paper shall be placed in the approved recycling container and placed at the curb line on the designated day of collection.
- (8) Rigid plastic containers shall be prepared and collected as follows:
 - a. Plastic containers made of PETE (SPI code 1), including, but not limited to, soft drink bottles and liquor bottles, shall be rinsed and have the caps removed. Containers shall be placed in the approved recycling containers and placed at the curblane on the designated day of collection.
 - b. Plastic containers made of HDPE (SPI code 2) including, but not limited to, natural (without color) milk jugs, distilled water jugs, grocery bags, colored laundry and dish detergent bottles shall be rinsed and have the caps removed. Containers shall be placed in the approved recycling containers and placed at the curblane on the designated day of collection.
 - c. Effective when mandated by state law:

Deleted: 640 South Center

1. Plastic containers made of PVC (polyvinyl chloride) (SPI code 3) commonly found in bottles of imported mineral water, salad dressing, vegetable and salad oils, floor polish, mouthwash, liquor and blister pack "bubble" for batteries, bottle liners and cap coatings, for example;
2. LDPE (low density polyethylene) (SPI code 4) commonly found in flexible film bags for dry cleaning, bread, produce, trash bags and some rigid items such as food storage containers and flexible lids;
3. PP (polypropylene) (SPI code 5) commonly found in battery cases, medical containers, oil additive containers, some dairy tubs, cereal box liners, bottle labels and caps, rope and strapping, combs, snack wraps/bags, some yogurt cups and lids (those that do not easily crack);
4. PS (polystyrene) (SPI code 6) commonly found in some yogurt cups and lids, cookie and muffin trays, clear carry out containers, vitamin bottles and most fast food cutlery; EPS (expanded polystyrene) (SPI code 6) commonly found in meat and produce trays, hot cups, egg cartons and clamshell-type carry-out containers;
5. ABS (acrylonitrile/butadiene/styrene) (SPI code 7) plastic containers; PC (polycarbonate) (SPI code 7) multilayered plastic containers; PUR (polyurethane) (SPI code 7) plastic containers (Note: SPI code 7 refers to resin or multiple resins plastics); and foam polystyrene packaging as defined in section 34-67 and is either designed for serving food or beverages or consists of loose particles intended to fill space and cushion the packaged article in a shipping container.

These plastic containers and materials shall be cleaned and placed in the approved recycling containers and placed at the curbline on the designated day of collection.

- (9) Steel containers shall be disposed of by contacting local private salvage yards or at the city drop-off site located at 205 West South Street, during normal operating hours.

(Code 2001, § 11.10(14)); Ord. No. 8-2023, § 1(Exh. A), 10-2-2023; Ord. No. 16-2023, § 1(Exh. A), 11-20-2023)

Deleted: 640 South Center

Sec. 34-73. Responsibilities of owners or designated agents of multifamily dwellings.

- (a) Owners or designated agents of multifamily dwellings shall do all of the following to recycle the materials specified in section 34-68(5)—(14):
 - (1) Provide adequate, separate containers for the recycling program established in compliance with the ordinance. The number of recycling containers shall equal or be greater than the number of trash containers and at least one of the following shall be met:
 - a. The minimum total volume of recycling container space is equal to 20 gallons per week per dwelling unit.
 - b. The ratio of trash container volume to recycling container volume is at most 2:1.
 - c. An alternative method that does not result in the overflow of a recycling container during the time period between collection of materials and delivery to a recycling facility.
 - (2) Notify tenants in writing at the time of renting or leasing the dwellings and at least semiannually thereafter about the established recycling program.
 - (3) Provide for the collection of the materials separated from the solid waste by the tenants and the delivery of the materials to a recycling facility, all by a privately retained licensed contractor.

Deleted: 5

Deleted: recyclable materials.

Created: 2025-08-06 08:13:27 [EST]

(Supp. No. 44)

- (4) Notify tenants ~~which materials are collected, how to prepare the materials in order to meet the processing requirements, collection methods or sites, and locations of drop-off collection sites to recycle materials not collected on-site,~~
- (b) The requirements specified in subsection (a) of this section do not apply to the owners or designated agents of multifamily dwellings if the post-consumer waste generated within the dwelling is treated at a processing facility licensed by the DNR that recovers for recycling the materials specified in section 34-68(5)—(14) from solid waste in as pure a form as is technically feasible, including waste tires.

(Code 2001, § 11.10(15); Ord. No. 16-2023, § 1(Exh. A), 11-20-2023)

Sec. 34-74. Responsibilities of owners or designated agents of nonresidential facilities and properties.

- (a) Owners or designated agents of nonresidential facilities and properties shall do all of the following to recycle the materials specified in section 34-68(5)—(14), including waste tires:
- (1) Provide adequate, separate containers for the recyclable ~~program established under this section. The total volume of recycling containers shall be sufficient to avoid overflow during the time period between collection of materials and delivery to a recycling facility,~~
 - (2) Notify in writing, at least semiannually, all users, tenants and occupants of the properties about the established recycling program.
 - (3) Provide for the collection of the materials separated from the solid waste by the users, tenants and occupants and the delivery of the materials to a recycling facility, all by a privately retained licensed contractor.
 - (4) Notify users, tenants and occupants ~~which materials are collected, how to prepare materials in order to meet the processing requirements, collection methods or sites, and locations of drop-off collection sites to recycle materials not collected on-site,~~
- (b) The requirements specified in subsection (a) of this section do not apply to the owners or designated agents of nonresidential facilities and properties if the post-consumer waste generated within the facility or property is treated at a processing facility licensed by the DNR that recovers for recycling the materials specified in section 34-68(5)—(14) from solid waste in as pure a form as is technically feasible, including waste tires.

(Code 2001, § 11.10(16); Ord. No. 16-2023, § 1(Exh. A), 11-20-2023)

Sec. 34-75. Prohibitions on disposal of materials separated for recycling.

No person may dispose of in a solid waste disposal facility or burn in a solid waste treatment facility any of the materials specified in section 34-68(5)—(14) which have been separated for recycling. Waste tires may be burned with energy recovery in a solid waste treatment facility.

(Code 2001, § 11.10(17); Ord. No. 16-2023, § 1(Exh. A), 11-20-2023)

Sec. 34-76. Space for recycling in public buildings.

Any building constructed or remodeled or expanded by 50 percent or more in floor area, shall provide a designated area for the separation, temporary storage and collection of solid waste and recyclables either within

Deleted: of reasons to reduce and recycle solid waste,

Deleted: and hours of operation, and a contact person or company, including a name, address and telephone number

Deleted: 5

Deleted: 5

Deleted: materials

Deleted: of reasons to reduce and recycle,

Deleted: and hours of operation, and a contact person or company, including a name, address and telephone number

Deleted: 5

Deleted: 5

or adjacent to the building. A public building is defined as a multifamily residential building with more than four living units and all other nonresidential buildings.

(Code 2001, § 11.10(18))

Sec. 34-77. Hauler licensing.

No person or corporation shall engage in the business of hauling recyclables within the city without being licensed by DNR under Wis. Admin. Code NR § 502.06. Haulers who collect solid waste or recyclables in the city for storage, treatment, processing, marketing or disposal shall obtain and maintain all necessary municipal and state permits, licenses and approvals prior to collecting any materials in the city.

(Code 2001, § 11.10(19))

Sec. 34-78. Compaction of glass by haulers.

Haulers shall not compact glass with paper during collection and transport of recyclables to a processing facility or market, and shall maintain materials in marketable condition. Glass containers shall not be compacted with garbage.

(Code 2001, § 11.10(21))

Sec. 34-79. Processing facilities.

Any contractor operating in the city shall not transport any recyclables for processing, to a processing facility unless the facility has been approved and certified by DNR under Wis. Admin. Code NR § 544.16.

(Code 2001, § 11.10(22))

Sec. 34-80. Local government purchasing of recycled content; multiple use; durable materials; equipment and supplies.

The city shall, to the extent practicable, make purchasing decisions to maximize the purchasing of products made from recycled and recovered materials. The city shall, to the extent practicable, award contracts for equipment and supplies on the basis of recyclability and ultimate disposition of products to discourage the purchase of single-use disposable products and require purchase of multiuse durable products.

(Code 2001, § 11.10(23); Ord. No. 16-2023, § 1(Exh. A), 11-20-2023)

State law reference(s)—Similar provisions, Wis. Stats. § 16.72(2)(e) and (f).

Sec. 34-81. Ownership of recyclables and refuse.

Recyclable materials and refuse, upon placement at the curb, shall become the property of the city. Recyclable materials, upon collection by any permitted collector, shall become the property of the contractor.

(Code 2001, § 11.10(24))

Sec. 34-82. Antiscavenging or unlawful removal of recyclables.

It shall be unlawful for any person, unless under contract with or licensed by the municipality, to collect or remove any recyclable material that has been deposited or placed at the curb or in a container adjacent to a home or nonresidential building for the purposes of collection for recycling.

(Code 2001, § 11.10(25))

Sec. 34-83. Changing classification of recyclable items.

The council reserves the right to designate additional solid waste materials as recyclable or currently collected materials as no longer recyclable in accordance with law and to either add or delete them from any collection services provided by the city or its contractors. The city shall provide written notice to its service recipients of this declaration.

(Code 2001, § 11.10(26))

Sec. 34-84. Collection schedule.

The committee shall establish the schedule for collection of recyclables by the city contractor. Recyclables shall be placed out for collection at the specified connection point no sooner than 24 hours prior to the scheduled collection day.

(Code 2001, § 11.10(27); Ord. No. 8-2023, § 1(Exh. A), 10-2-2023)

Sec. 34-85. Placement of recyclables for collection by city contractor.

Except as otherwise specifically directed or authorized by the committee, designated recycling containers shall be placed at the curblane, adjacent to the premises owned or occupied by the person, of the street designated in the collection schedule for collection by the city contractor. Materials shall be placed out for collection according to the scheduled days established.

(Code 2001, § 11.10(28); Ord. No. 8-2023, § 1(Exh. A), 10-2-2023)

Sec. 34-86. Enforcement; penalties for violation.

- (a) For the purpose of ascertaining compliance with the provisions of this article, any authorized officer, employee or representative of the city may inspect recyclable materials separated for recycling, post-consumer waste intended for disposal, recycling collection sites and facilities, collection vehicles, collection areas of multifamily dwellings and nonresidential facilities and properties, and any records relating to recycling activities, which shall be kept confidential when necessary to protect proprietary information. No person may refuse access to any authorized officer, employee or authorized representative of the city who requests access for purposes of inspection, and who presents appropriate credentials. No person may obstruct, hamper or interfere with such an inspection.
- (b) Any person who violates a provision of this article may be issued a citation by a duly authorized officer, employee or representative of the city. The issuance of a citation shall not preclude proceeding under any other ordinance or law relating to the same or any other matter. Proceeding under any other ordinance or law relating to the same or any other matter shall not preclude the issuance of a citation under this subsection.

(Supp. No. 44)

Created: 2025-08-06 08:13:27 [EST]

(c) Penalties for violating this article may be assessed as follows:

- (1) Any person who violates section 34-75 may be required to forfeit \$50.00 for a first violation, \$200.00 for a second violation, and not more than \$2,000.00 for a third or subsequent violation.
- (2) Any person who violates a provision of this article, except section 34-75, may be required to forfeit not less than \$10.00 nor more than \$1,000.00 for each violation.

(Code 2001, § 11.10(29))