



AGENDA NOTICE

THE COMMON COUNCIL OF THE CITY OF EAGLE RIVER WILL HOLD A SPECIAL MEETING ON MONDAY, JUNE 16, 2025, 4:45 PM AT CITY HALL, 525 E. MAPLE STREET IN EAGLE RIVER.

The meeting will be available via Zoom at the following link:

<https://us06web.zoom.us/j/81145375663?pwd=bQHgovHJVhgsraba1g3yEoGUXFGtmf.1>

Meeting ID: 811 4537 5663

Passcode: 064873

1. Call to Order
2. Roll Call
3. Approve the agenda in any order
4. Discussion and Possible Action on the Following Agenda Items:
 - a) Golf Course Restaurant
 - i. Food Trucks to replace on-site kitchen
 - ii. Discussion regarding amendment to existing lease with Blaze Champeny
 - b) Approval of Golf Course Electrical Estimate
 - c) Dog Park Location
 - d) Gary Baumetz – Gary's Garbage and Recycling LLC lease update
5. Adjourn.

Please note that, upon reasonable notice at least 24 hours in advance, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services or provide a video link for meetings. For additional information, or to request this service, please contact the City Clerk's Office at 715-479-8682 ext. 224, 525 E. Maple Street, P.O. Box 1269, Eagle River WI 54521.

Date of posting 6/9/25

Clubhouse Electrical Quotes received 6/2025

| Contractor | Location | Quote |
|------------------|--------------|------------|
| ICT Electric | Rhinelanders | \$8,852.34 |
| PGA, Inc. | Wausau | \$8,980.00 |
| Pieper Electric | Park Falls | \$2,750.00 |
| Van Ert Electric | Rhinelanders | \$3,236.00 |



ICT ELECTRIC LLC
1684 Menominee Drive
Rhineland, Wisconsin 54501
office@ictwi.com | (715) 362-3352

BILL TO

Eagle River Golf Course
PO Box 1269
Eagle River, WI 54521 USA

ESTIMATE
23034287

ESTIMATE DATE
Jun 05, 2025

JOB ADDRESS

Eagle River Golf Course
457 McKinley Boulevard
Eagle River, WI 54521 USA

Job: 22947617

ESTIMATE DETAILS

Miscellaneous Electrical Projects:
ELECTRICAL ESTIMATE FOR LABOR AND MATERIALS AS FOLLOWS:

Estimator: Nick Hallas

Installation of the following:

- Add one double receptacle in the pro shop office.
- Troubleshoot, test, and eleven bar area receptacles.
- Replace the faulty, loose receptacles.
- Replace two 6' wire mold receptacles on the bar and add two GFCI receptacles for protection.
- Install all missing receptacle plates and fill the hole in the electrical box in the bar and kitchen area.
- Replace the circuit for the main kitchen freezer (three-door stand-up unit in kitchen).
- Replace the circuit for the kitchen black box unit for the tap beer color lines.
- Keep the kitchen hood in the existing circuit (all other loads should be moved).
- Repair the kitchen receptacle below the kitchen island.

NOTE:

THIS IS A BUDGETARY ESTIMATE. Due to unstable material prices, ICT Electric LLC will do its best to maintain the estimated price. We reserve the right to adjust the estimated costs according to the market price at the time of purchase.

| | |
|------------------|------------|
| SUB-TOTAL | \$8,852.34 |
| TAX | \$0.00 |
| TOTAL | \$8,852.34 |

Please make checks payable to:
ICT ELECTRIC LLC | 1684 Menominee Drive | Rhineland, WI. 54501

We are dedicated to providing EXCELLENT customer service | IF you have any questions, please call us at 715-362-3352
Thank you for choosing ICT Electric LLC!

CUSTOMER AUTHORIZATION

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. The summary above is furnished by ICT ELECTRIC, LLC as a good faith estimate of work to be performed at the location described above and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed.

Sign here

Date

TERMS- The terms and conditions set forth herein contain the entire agreement between ICT Electric LLC and Purchaser with respect to the subject matter hereof, and supersede all prior contemporaneous or collateral representations, agreements, understandings, inducements or conditions, express or implied, oral or written, relating hereto, except as contained in this Agreement. The terms and conditions set forth herein cannot be modified, amended, added to, or otherwise changed unless such modification, amendment, addition or change is reflected in writing signed by both ICT Electric LLC and Purchaser. No course of dealing or usage of trade or course of performance shall be relevant to explain or supplement any term expressed in this Agreement. Acceptance of this order by ICT Electric LLC shall be deemed to constitute an agreement on the Purchaser's part to the conditions hereof and supersedes all previous agreements.

PURCHASER'S PURCHASE ORDER- Purchaser's Purchase Order will be reviewed by ICT Electric LLC to be sure it agrees with the proposal. ICT Electric LLC reserves the right to determine the purchase order's compatibility with this proposal. If there are any differences the Purchaser will be advised, and ICT Electric LLC will insist that only the terms of this agreement will be considered valid.

CREDIT APPROVAL -Standard business practice suggests all orders be credit-approved, and this order shall not be binding unless credit arrangements satisfactory to ICT Electric LLC have been consummated.

INTEREST- Interest will be added to all overdue or otherwise delinquent accounts at the rate of 1.5% per month or the maximum legal interest allowable if less. In addition, Purchaser agrees to pay ICT Electric LLC reasonable attorney and/or collection fees and expenses if legal or collection action is necessary to collect payments for the same.

TAXES- The prices listed in the proposal do not include any state or local taxes. If any tax, public charge, tariff, duty, or increase therein, is now or hereafter assessed, levied, or imposed upon this transaction, on the goods to be sold, or upon any sale, delivery, or other action taken hereunder, the burden of such charge or change shall be borne by Purchaser

INSURANCE- Purchaser shall maintain fire, tornado and other necessary insurance on the property. ICT Electric LLC states that its workers are fully covered by Worker's Compensation Insurance.

ALTERATIONS- Any alteration or deviation will become an extra charge over and above the estimate, Purchaser agrees to hear any reasonable additional costs arising out of or resulting from any alteration or deviation made by Purchaser under the terms and conditions of this contract.

CANCELLATION OF ORDER- Purchase Orders acknowledged by ICT Electric LLC become binding contracts pursuant to the terms and conditions of this agreement. Costs incurred because of cancellation of any acknowledged purchase order make Purchaser subject to charges for all costs incurred by ICT Electric LLC processing the order to the date of cancellation,

DELAYS- ICT Electric LLC will not be responsible for delays due to strikes, slowdowns, shortages of material, fire, theft, vandalism, weather conditions, vendor or supplier performance, failure of suppliers or subcontractors to satisfactorily meet scheduled deliveries or any other acts or circumstances beyond their control. Purchasers shall pay ICT Electric LLC for all expenses incurred by ICT Electric LLC which arise out of delays, including delays caused by Purchaser, such as failure to timely submit necessary documents, approvals, or information needed by the seller, failure to accept delivery on a timely basis, etc. Any statement made relating to excavation or construction dates are not warranties and are not part of the basis of the contract. Present schedule dates are good faith estimates and are not contractual nor are they intended to imply that time is of the essence.

ACCESS TO SITE- Purchaser shall be responsible to ensure that construction crews and equipment will have easy access to the building site and will not be hampered by Overhead power lines, trees, rocks, ditches, poor driveways, inclines or any other obstacles. If assistance is required for on-site construction, this cost is payable by Purchaser.

PURCHASER'S REPRESENTATIONS- Purchaser represents and warrants to ICT Electric LLC that the construction site is zoned properly by the applicable governing authority for the construction contemplated under the terms of this Proposal. This Proposal shall be null and void in the event any governmental authority shall refuse to issue any necessary building or sanitary permit for the work contemplated herein.

CONSTRUCTION LIEN RIGHTS-- As required by the Wisconsin Construction Lien Law, seller hereby notifies buyer that persons or companies furnishing labor or materials for the construction on purchaser's land may have lien rights on that land and on the buildings on that land that are not paid for such labor or materials. Those entitled to lien rights, in addition to the under-signed seller, are those who contract directly with the buyer, or those who give the buyer notice within 60 days after they first furnish labor or materials for the construction. Accordingly, purchasers probably will receive notices from those who furnish labor or materials for the construction and should give a copy of each notice received to his mortgage lender, if any. Seller agrees to cooperate with the owner and his lender, if any, to see that all potential lien claimants are duly paid.

BACK CHARGES/DAMAGES- ICT Electric LLC will not permit or accept any back charges for any reason nor will they accept any assessment for damages due to delivery performance unless authorized in writing by ICT Electric LLC prior to these charges being incurred.

DAMAGES ON SITE- Purchaser will be wholly responsible for loss or damages caused to materials stored on site, in-process construction and the contemplated project from all causes including without limitation, loss by fire and windstorm. The purchaser agrees to procure and maintain, at its own expense, insurance against such loss in a sum equal to the total project price as set forth herein. Such insurance is to be written to protect Purchaser and ICT Electric LLC, as their interests may appear. ICT Electric LLC shall be listed as co-insured until final payment is received.

DELIVERY/COMPLETION DATES—Delivery/completion dates acknowledged by ICT Electric LLC are estimates of the date on which the work contemplated herein will be completed and are not binding on ICT Electric LLC. Failure to deliver or perform pursuant to said delivery/completion dates for any reason whatsoever, whether in ICT Electric LLC control or not, shall not be cause for cancellation by the Purchaser or for the assertion of damages of any kind whatsoever including, but not limited to, consequential damages, against ICT Electric LLC. ICT Electric LLC shall make its best efforts to notify the Purchaser of any material delay in delivery or performance.

WARRANTY- ICT Electric LLC warrants to the original Purchaser that from the date of final invoices supplied by ICT Electric LLC and for one year thereafter, ICT Electric LLC will repair or replace (or pay the reasonable cost of such repair or replacement), at its sole option, any defects in such home caused by faulty materials or workmanship supplied by ICT Electric LLC under this Proposal. Standards of product acceptability or workmanship shall comply with "How Program Book of Standard". Although this warranty begins on the date of final invoice, no performance of this warranty will be made by ICT Electric LLC until ICT Electric LLC has received payment in full of Purchaser. This warranty does not apply to: 1. Materials of workmanship supplied by Purchaser, his agents, suppliers or subcontractors; 2. Any defects resulting from alteration modifications or improper maintenance of any materials, systems, appliances, equipment or fixtures supplied pursuant to this contract and specifications; 3. Dampness or condensation due to failure to maintain adequate ventilation or to properly moisture-proof basement and/or crawlspace; 4. Any workmanship, material, appliances, equipment or fixtures not provided pursuant to this Proposal; 5. Any loss or damage resulting directly or indirectly from misuse, negligence, acts of god, accident or casually, loss or damage which occurs after the home is no longer used primarily as a residence; 6. Insect or rodent of any nature whatsoever; 7. Any problems due to radon gas infiltration. THE EXPRESS WARRANTY STATED ABOVE IS IN PLACE OF ALL OTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER SUCH WARRANTIES OR GUARANTIES ARE HEREBY DISCLAIMED AND EXCLUDED BY ICT ELECTRIC LLC.

LIMITATIONS AND REMEDIES- THE SOLE AND EXCLUSIVE REMEDY OF THE PURCHASER UNDER THIS CONTRACT IS ICT ELECTRIC LLC REPAIR OR REPLACEMENT OF PARTS OR THE WORK PERFORMED BY ICT ELECTRIC LLC AT ICT ELECTRIC LLC DISCRETION, AT NO COST TO PURCHASER, FOR THE INDICATED PERIOD ABOVE, PROVIDED PURCHASER SHALL NOTIFY ICT ELECTRIC LLC IN WRITING OF SUCH DEFECT WITHIN FIFTEEN (15) DAYS OF DISCOVERY OF SUCH DEFECT. SUCH WRITING SHALL BE MAILED TO ICT ELECTRIC LLC, 1684 MENOMINEE DRIVE, RHINELANDER, WI 54501. IN THE ABSENCE OF SUCH TIMELY NOTICE, PURCHASER SHALL BE BARRED FROM THE REMEDIES AS ALLOWED HEREIN. THE REMEDIES HEREIN PROVIDED PURCHASER AS TO REPLACEMENTS SHALL BE PURCHASER'S SOLE AND EXCLUSIVE REMEDY UNDER THIS CONTRACT AND IS EXPRESSLY MADE IN SUBSTITUTION OF ANY AND ALL REMEDIES PROVIDED UNDER THE UNIFORM COMMERCIAL CODE AS ENACTED IN WISCONSIN OR ELSEWHERE. UNDER NO CIRCUMSTANCES SHALL ICT ELECTRIC LLC BE LIABLE FOR LIQUIDATED, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER. NO ACTION FOR THE ENFORCEMENT OF THE REMEDIES SET FORTH HEREIN SHALL BE COMMENCED MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUED FOR THE ENFORCEMENT OF SUCH REMEDIES.

CHOICE OF LAW/FORUM- Any action arising out of or related to the transactions contemplated by this proposal shall be governed and construed in accordance with the laws of the State of Wisconsin, without regard to conflict with the law's provisions wherever contained. THE PARTIES AGREE THAT ANY LITIGATION SHALL BE CONDUCTED EXCLUSIVELY IN THE ONEIDA COUNTY CIRCUIT COURT LOCATED IN RHINELANDER, WISCONSIN, WITHOUT A JURY, AND THE PARTIES HERBY CONSENT TO SUCH JURISDICTION AND WAIVE ANY PERSONAL JURISDICTION OR VENUE OBJECTIONS (INCLUDING FORUM NON-CONVENIENS) TO SUCH FORUM. If for any reason this stipulation covering both jurisdiction and venue shall be determined by a competent court of law to be invalid or unenforceable, then the parties hereby agree, consent and stipulate that all such claims or causes of action shall be submitted to and resolved by arbitration with the American Arbitration Association in Wisconsin.

SEVERABILITY- If any section (or part of a section) hereof is found to be unenforceable in each additional proceeding, then the remainder shall continue in full force and effect as is the unenforceable section (or part thereof) did not exist.



Plumbing
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7306 Zinser Street Weston, WI 54476-4546
Office: (715) 355-6717 Fax: (715) 355-4062

PROPOSAL

| | | | |
|---|----------------------------|---|--|
| PROPOSAL SUBMITTED TO City of Eagle River | | PHONE Robin Ginner 715-525-2666 cell, 715-479-8682 office | Email rcginner@eagleriverwi.gov |
| STREET 525 East Maple Street PO1269 | | JOB NAME Golf Course | DATE 6/12/2025 |
| CITY STATE & ZIP CODE Eagle River, WI 54521 | | JOB LOCATION 457 McKinley Road, Eagle River, WI 54521 | |
| Quote by: Roger Ferries | DATE OF PLANS na | PLAN # na | |
| SCOPE OF WORK: | | | |

Included

- * Replace outlet strips behind bar, install GFI protection per code
- * Add receptacles in Pro Shop Office
- * Add GFI receptacle and circuit for hot dog warmer
- * Replace outlet strips behind bar, install GFI protection
- * Replace receptacles in bar and dining room
- * Install GFI receptacles in kitchen per code

Note: In any electrical remodel, we are bound to find additional problems (safety and code violations). These will be handled on a time and material manner. We will make suggestions on correcting any problems we discover.

Not Included

- * Electrical Permit and Inspection

Estimated Proposal \$8,980.00

THANK YOU FOR ALLOWING US TO SUBMIT OUR QUOTE ON THIS PROJECT!

Payment to made as follows:

BILLINGS TO BE DONE AS WORK IS COMPLETED

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Ins.

Authorized
Signature

Note: This proposal may be withdrawn by us if not accepted
30 Days

AS REQUIRED BY THE WISCONSIN LIEN LAW, CONTRACTOR HEREBY NOTIFIES OWNER THAT PERSONS AND COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON THE OWNER'S LAND MAY HAVE LIEN RIGHTS ON THE OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CONTRACTOR, ARE THOSE WHO CONTRACTED DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. BUILDER AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

ACCEPTANCE OF PROPOSAL the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above.
Date of Acceptance _____

Signature _____

Signature _____

Service charge of 1-1/2% (annual rate 18%) on all accounts over 30 days



PIEPER ELECTRIC, INC. | Our People Are Our Power

June 10, 2025

Eagle River Golf Course
ATT: Robin Ginner
457 McKinley Blvd.
Eagle River, WI 54521

RE: Electrical work

Robin:

Pieper Electric will provide the material, labor, tooling, and supervision for the following electrical installation:

Scope of work

- Replace outlets and covers in bar and restaurant area (approx. 20)
- Replace 3 existing plug molds located behind the bar
- Install 2 new circuits in back bar area with 2 sets of quad outlets (existing is power strips daisy chained)
- Trace and separate circuits in the kitchen, the ANSL system is currently not on a dedicated circuit re-label panel to correspond with circuits
- Trouble shoot and repair outlets in kitchen area

Lump Sum Price \$2,750.00

Quote conditions:

- **Normal Straight Time working hours are weekdays 7am to 3:30pm for 8-hour days and 6am to 4:30pm for 10-hour days.**
- Our quote is based on current commodity material pricing and availability. With the current fluctuation of the cost and availability of materials, we will need to verify both pricing and availability at the time of acceptance of this proposal. At that time, we will determine if there will be any necessary changes.
- Terms and Conditions/Contract will be negotiated upon Award.

Legal Statements and Terms & Conditions

We are all aware of the recently announced tariffs from the federal government. The possible impact is unknown, but we have to be proactive in how we run our business to mitigate this risk of potentially significant losses and project fade.

The contract amount shall change in instances where raw materials, equipment or component costs increase in an amount greater than five percent (5%) of the raw material, equipment or component price proposed at the time of the Seller's bid. Seller shall be entitled an escalation of raw material, equipment or component costs which shall be passed through to Buyer and/or Owner. In the case of a five percent (5%) or greater increase, the contract amount shall be increased proportionately to reflect the entire increase in the cost of raw materials, equipment or component costs. Buyer agrees to pay these escalated costs consistent with the terms above, and such costs shall be subject to an appropriate Change Order.

Information to Buyer: The parties agree any orders placed by Buyer for Seller to provide the Work detailed herein is limited to the Seller's Terms and Conditions of Sale as indicated in this Proposal and attached hereto, unless a formal agreement governing this transaction has been executed by the parties, in which case the formal agreement shall govern. Seller hereby objects to all Buyer's terms and conditions received by the Seller and/or issued by the Buyer.

If you have any questions or further requirements do not hesitate to contact me. Thank you for your consideration and the opportunity to quote this project.

Sincerely,
PIEPER ELECTRIC, INC.

Luke Krantz

**Luke Krantz
Department Manager
Cell (715) 660-8111**

Date Accepted: _____

Signature: _____

TERMS: This proposal is void if not accepted in writing within 30 days after this date. See attached Terms and Conditions of sale. NO work shall commence until this proposal is returned to the Contractor signed by customer.

TERMS AND CONDITIONS OF SALE

1. **ENTIRE AGREEMENT.** Pieper Electric, Inc. is herein referred to as the "Seller" and the customer or person or entity purchasing services ("Services") and equipment, materials, and/or parts ("Goods") from the Seller is referred to as "Buyer." These Terms and Conditions of Sale, any applicable Fee Schedule, quotation, acknowledgment, Seller's scope of work, or invoice from Seller relevant to the sale of Services and Goods and all documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of this agreement ("Agreement") governing the sale of Services and Goods by Seller to Buyer. It is expressly agreed that no statement, arrangement, warranty, or understanding, oral or written, expressed or implied, will be recognized unless it is stated in, or otherwise permitted by, this Agreement. Seller's acceptance of Buyer's purchase order is expressly conditional on Buyer's assent to all of the terms of this Agreement, including terms and conditions that are different from or additional to the terms and conditions of Buyer's purchase order. Buyer's acceptance of the Services and Goods will manifest Buyer's assent to the terms of this Agreement. Seller reserves the right in its sole discretion to refuse orders.
2. **PRICES.** Unless otherwise specified in writing by Seller, the price quoted or specified by Seller for the Services and Goods shall remain in effect for thirty (30) days after the date of Seller's quotation. Seller's scope of work or acknowledgment of Buyer's order for the Services and Goods, whichever occurs first, provided an unconditional authorization from Buyer for the performance of the Services is received and accepted by Seller within such time. If authorization is not received by Seller within such thirty (30) day period or quote is not accepted in totality, Seller shall have the right to change the price for the Services and Goods. All prices are exclusive of taxes, which are to be borne by Buyer.
3. **PAYMENT.** Buyer shall be billed monthly or at the completion of Services, at Seller's sole discretion. Seller, at its discretion, may require monthly progress payments for Services requiring more than thirty (30) days to complete. Terms of payment are net thirty (30) calendar days from date of Seller's invoice. For residential work, payment shall be made on the same day Services are provided by Seller. Seller shall have the right, among other remedies, either to terminate this Agreement or to suspend further performance under this Agreement with Buyer in the event Buyer fails to make any payment when due, which all other agreements Buyer and Seller hereby amend accordingly. If any payment owed to Seller is not paid when due, it shall bear interest, at a rate to be determined by Seller, which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is paid. Final payment shall constitute acceptance and approval of all work, and a waiver of all claims by Buyer, except those arising from liens or the warranty included in this Agreement. No retention shall apply to any of the work. Seller may preserve its interests in payment by enforcing any applicable mechanic's, labor, construction, or similar lien rights. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or security satisfactory to Seller may be required by Seller for future performance. If such cash payment or security is not provided, in addition to Seller's other rights and remedies, Seller may discontinue performance. Buyer hereby grants Seller a security interest in all Goods sold to Buyer by Seller, which security interest shall continue until all such Goods are fully paid for, and Buyer, upon Seller's demand, will execute and deliver to Seller such instruments as Seller requests to protect and perfect such security interest.
4. **PROPOSAL.** Seller is responsible for, and shall have sole control of, the construction methods, sequences and coordination of all Services and delivery of Goods described in the Proposal, unless expressly stated to the contrary. Any items not listed are not included in the Agreement price and shall be the obligation of the Buyer.
5. **CONSTRUCTION MATERIALS.** All materials and work shall be furnished in accordance with normal industry tolerances for color, variation, thickness, size, weight, amount, finish, texture, and performance standards. Excess materials delivered to job site and/or materials not physically attached to the structure after substantial completion of the work contemplated by this Agreement shall remain the property of Seller.
6. **ACCESS TO WORK AND SITE.** Buyer shall provide electric power, water, telephone, and toilet facilities for use by Seller and its subcontractors/employees. Storage of materials and storage of Seller's equipment shall also be provided by Buyer. All utility connections and service charges, if any, shall be paid by the Buyer. Furthermore, Buyer agrees to maintain access for Seller at the Project Site to keep Project Site free from obstructions and conflicting work, and to obtain permission for Seller to gain access through adjacent property, if required by Seller to do so. Buyer shall be solely responsible for all risk, shall hold Seller harmless and free of liability, and shall compensate for any damages or costs arising out of such access or the failure to maintain access, except to the extent due to the intentional acts of Seller, its agents and/or employees.
7. **INSURANCE.** Seller shall maintain the following insurance or self-insurance coverage: Worker's Compensation in accordance with the statutory requirements of the state in which the work is performed. Employer's Liability with a limit of liability of \$2,000,000 per occurrence for bodily injury by accident or bodily injury by disease. Commercial General Liability for bodily injury and property damage with a limit of \$2,000,000 per occurrence and aggregate. Automobile Liability insurance that covers usage of all owned, non-owned and leased vehicles and which is subject to a combined single limit per occurrence of \$2,000,000. Seller will furnish a Certificate of Insurance evidencing the types and amounts of its coverage, upon request. Buyer shall maintain insurance covering all physical loss expressly including, but not limited to, coverage for collapse, fire, wind damage, theft, vandalism and malicious mischief, naming Seller as additional insured. Buyer assumes risk of loss during construction, except for the intentional acts of Seller, its subcontractors or employees.
8. **ENVIRONMENTAL HAZARDS.** Seller is not responsible for any environmental hazards. The Buyer shall be solely responsible for all risk, shall indemnify and hold Seller harmless and free of liability, and shall bear the costs of any removal or correction of environmental materials. This Agreement is based upon the work to be performed by Seller not involving asbestos-containing or toxic materials and that such materials will not be encountered or disturbed during performing the work. Seller is not responsible for expenses, claims or damages arising out of the presence, disturbance, or removal of asbestos-containing or toxic material. If such materials are encountered, Seller shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the work site.
9. **SITE CONDITIONS.** Seller shall not be responsible for additional costs due to the existence of latent conditions that are not disclosed in writing to Seller. The raising, disconnection, re-connection or relocation of any mechanical equipment that may be necessary for Seller to perform the work shall be performed by others or treated as an extra.
10. **JOB SIGN.** Buyer agrees to allow Seller to display a construction sign at the Project Site.
11. **CHANGES.** No changes, additions, alterations, deviations or extras to the Plans and Specifications shall be made without a written Change Order signed by the Buyer and Seller in advance, which will be performed based on Seller's standard time and material rates. Notwithstanding, Buyer's signature shall not be required for changes necessary to conform to codes, laws or regulations required by any utility or governmental authority, or to address existing conditions of the Project Site unknown to Seller at the time Seller signs this Agreement. Upon Seller's request, Buyer agrees to pay for all changes in advance of each change being commenced. Buyer understands and agrees that changes will extend the time of performance by at least five (5) business days for each change unless otherwise agreed in writing.
12. **WORK STOPPAGE.** Should work be stopped by any public authority or the Buyer for more than thirty (30) calendar days, Seller may terminate this Agreement and collect for the value of all work completed and materials ordered as of the date work is stopped, plus Seller's anticipated profit under this Agreement. Buyer's failure to sign Change Orders or Buyer's refusal to make progress payments, or any other cause beyond Seller's sole control, shall also be cause for work stoppage by Seller.
13. **WORKING HOURS.** Unless specifically noted, all Services included in this Agreement are to be performed during normal business hours, Monday through Friday. Services performed at any other time, or on legal holidays, will result in an extra charge to Buyer.

14. **EXCUSE OF PERFORMANCE.** While Seller will use all reasonable commercial efforts to maintain the performance dates acknowledged or quoted by Seller, all performance dates are approximate and not guaranteed. Seller shall not be liable for delays in performance or for non-performance due to acts of God; war; viral outbreaks, disease, pandemic, widespread sickness or epidemic; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; default of suppliers; or unforeseen circumstances; acts or omissions of Buyer, or any events or causes beyond Seller's reasonable control. Any such delay shall extend the time of performance or, at Seller's option, terminate this Agreement if the cause of the delay cannot be resolved within thirty (30) calendar days. Where Seller elects to extend performance, Seller shall also be entitled to additional payment to reflect any increased cost of labor and/or materials. Seller will give notice to Buyer of delay and any adjustments to time of performance or cost of the work necessitated by the delay.

15. **LIMITED WARRANTY.** Seller warrants the proper performance of the Services for a period of ninety (90) days from the completion of the Services. Warranties applicable to Goods furnished by Seller shall be that of the manufacturer of such Goods and only to the extent assignable to Buyer. This warranty does not apply to bid work if the bid documents stipulate a lesser warranty. This warranty is in lieu of all other warranties, express or implied, of merchantability, fitness for a particular purpose, performance, or otherwise. Seller's liability under the warranty is strictly and exclusively limited to the repair or replacement at the job site of such work (including material and equipment) as is found to be defective within such warranty period, and with respect to which the Buyer has given Seller prompt written notice within such period. No allowance will be made for repairs or alterations unless made with Seller's prior written consent or approval. This paragraph states Seller's entire liability with respect to warranties, guarantees, or representations, express or implied.

16. **LIMITATION OF LIABILITY. SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC SERVICES OR GOODS PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. BUYER AGREES THAT SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS SHALL NOT EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.** The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment.

17. **CONFLICTS/INCONSISTENCIES.** If any inconsistency or ambiguity is believed to exist among any of the documents comprising the Agreement, the inconsistency or ambiguity shall be resolved by applying the following order of precedence: (a) this Agreement including these Terms and Conditions; (b) the plans and specifications, if any; (c) other documents comprising the contract, if any.

18. **PROTECTION OF PERSONAL PROPERTY AND PROJECT SITE.** Buyer agrees to remove or protect any personal property inside and outside the Project Site. Seller shall make reasonable efforts to avoid damage to existing property. Seller will make every effort to keep dust down to a bare minimum. Seller is not responsible for housecleaning or damages during normal construction activities.

19. **HOLD HARMLESS.** Each party shall indemnify and hold the other party harmless from loss, damage, liability, or expense resulting from damage to personal property of a third party, or injuries, including death, to third parties to the extent caused by a negligent act or omission of the party providing indemnification or a party's subcontractors, agents, or employees during performance hereunder. Such indemnification shall be reduced to the extent damage or injuries are attributable to others. The indemnifying party shall defend the other party in accordance with and to the extent of the above indemnification, provided that the indemnifying party is: i) promptly notified by the other party, in writing, of any claims, demands or suits for such damages or injuries; ii) given all reasonable information and assistance by the other party; iii) given full control over any resulting negotiation, arbitration or litigation, including the right to choose counsel and settle claims, or the indemnifying party's obligations herein shall be deemed waived.

20. **GENERAL EXCLUSIONS.** Seller shall not be responsible for coordinating or supervising work performed by Buyer's own forces or contractors. Seller shall be entitled to an equitable adjustment for hidden or latent conditions. The cost of pumping water from basements and other excavations is not included in this Agreement. Any alteration or deviation from the specifications as outlined on reverse involving extra cost of material or labor will only be executed upon written orders for same and will become an extra charge over the sum mentioned in this Agreement. Seller is not responsible for damage to underground services. Any changes in local or state codes effective after date of proposal will be charged as an extra or credited. Patching of walls and floors is to be done by others unless specifically stated in this Agreement as Seller's responsibility.

21. **COMPLIANCE WITH LAWS/SAFETY PRACTICES.** Buyer must comply fully with all laws, orders, building codes, citations, rules, regulations, standards, and statutes applicable to this Agreement (collectively, "Laws"), including without limitation Laws related to occupational health and safety, the handling and storage of hazardous materials, accident prevention, safety equipment and practices including the accident prevention and safety program of Seller.

22. **LIEN NOTICE.** As required by the applicable state construction lien law, Seller hereby notifies Buyer that persons or companies furnishing labor or materials for the construction on Buyer's land may have lien rights on the Buyer's land and buildings if not paid. Those entitled to lien rights, in addition to Seller, are those who contract directly with the Buyer or those who give the Buyer notice within sixty (60) days after they first furnish labor or materials for the construction. Accordingly, Buyer will probably receive notices from those who furnish labor or materials for the construction and should give a copy of each notice received to their mortgage lender, if any. Seller agrees to co-operate with the Buyer and Buyer's lender, if any, to see that all potential lien claimants are duly paid.

23. **DISPUTES.** The validity, performance, and all other matters relating to the interpretation and effect of this Agreement shall be governed by the law of the state of Wisconsin without regard to its conflict of laws principles. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in Wisconsin and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued. Seller may also, at Seller's sole discretion, elect arbitration and/or mediation in place of civil litigation, without regard to whether litigation has been commenced by Buyer.

6-2-2025

Robin Ginner
City Administrator
525E Maple Street
PO Box 1269
Eagle River, WI 54521

RE: Golf Course Electrical Improvements

Dear: Robin

Here is the cost of various electrical Improvements as looked at with and Mike Lemke from Van Ert.

Included in Quote:

- Replace 25 existing regular outlets and 2 GFCI outlets with new outlets light almond in color.
- Install 2 breakers in existing panel and install 2 dedicated circuits to kitchen area, one for freezer the other for refrigerator.
- Use MC cable for all wiring.
- All work completed in normal work hours
- All circuits need to be turned off prior to working on along with other items on same circuit.

Total Cost.....\$3,008.00

Pro Shop

- Cut in 2" gromet in table in pro shop
- Replace one single outlet with double duplex in same location

Total Cost \$353.00

If both are completed together deduct \$125.00

Sincerely

Todd Berndt
Project Manager

Cell phone 715-573-5267

TOTAL \$3,236.00
Total added by RCG

Dog Park Report

From my June 2025 Monthly Report

Submitted by Robin Ginner

Dog Park – Given the current situation with the snowmobile trail and the proposed ATV/UTV route, I reached out to Rob Hom to determine whether the dog park project needs to be submitted for FAA review before moving forward. His response is attached as Appendix B.

I want to ensure we don't jeopardize the dog park or place the City and Airport in a negative position with the FAA by proceeding without prior approval.

That said, should we consider a few alternative options? I spoke with Moe, and one possibility could be utilizing the property behind City Hall, including the skating rink area. We could install gates to allow controlled access for snow dumping as needed, while still keeping the rink open for winter use. Using the field behind City Hall would mean the dog park would only be open in the late spring, summer and fall, for example from May 1 through December 1.

Another option worth exploring a partnership with Vilas County and the Fair Board about potentially using the old ball fields at the fairgrounds. The area is already largely fenced and would allow the dog park to be open year-round.

Either option would reduce our costs, as both locations already have street access and parking, eliminating the need to construct a separate driveway and lot. See Appendix C for proposed locations. Before I continue work on the bid packet, I think we need to make some decisions on the future of that project and location.

Appendix B – FAA Pre-Approval Process for Dog Park Location

Robin Ginner

From: fbo erairport.com <fbo@erairport.com>
Sent: Tuesday, June 3, 2025 9:52 AM
To: Robin Ginner; COER Mayor; Becky Bolte
Subject: RE: ATV trail
Attachments: Runway Safety Area.jpg

Just an FYI...it will take "forever" (3-5 years) to get **official** approval from the FAA to use the land outside of the Runway Safety Area as a dog park. But we can start the process. Attached is a map showing the Runway Safety Area that must be avoided. FAA will not approve any non-aeronautical use of airport land within the RSA. Once we start the application just know that it is highly unlikely that the FAA will allow us to start working on the dog park while it snails its way through the process, which was interminably glacial well before DOGE eliminated 1,200 positions at the FAA. Most of the positions that have been eliminated are administrative, which deal with issues such as these. We'll need:

1. A formal proposal with maps, drawings, estimated usage etc.
2. Proposed land use agreement ensuring that the dog park does not interfere with current or planned aeronautical operations and prioritizes the airports' ability to use the land as needed.
3. FAA will likely want a wildlife hazard assessment completed.
4. A revenue use policy will need to be work out to satisfy FAA's grant assurances. (Any revenue generated on airport property is supposed to support airport capital investments or operating expenditures)
5. The Airport Layout Plan will need to be updated
6. Recruit federal and state elected officials support for the project.

The issue with the snowmobile trails and now ATV trails has always been that they want to go through the RSA, which the FAA categorically does not allow. (And yes, I perfectly understand that cars, bikes, pedestrians, ATVS and snowmobiles all drive up and down Adams Road through the middle of the RSA, but that's not airport land, and I 110% get the "idiocy" of the rules). I am just letting you know that the FAA won't approve a trail through the RSA on airport land, and if the FAA finds there is an "official" trail that goes through the RSA they could hold the airport responsible by denying federal funds for future project.

We have always tried to be a friend to the community with respect to non-aeronautical use of airport land.

Rob



Robert Hom
Airport Manager
P.O. Box 2320
1311 Airport Road
Eagle River, WI 54521
(715)479-7442 • fbo@erairport.com • www.erairport.com

From: Robin Ginner <rcginner@eagleriverwi.gov>

Sent: Tuesday, June 3, 2025 8:17 AM

To: fbo erairport.com <fbo@erairport.com>; COER Mayor <COERMayor@eagleriverwi.gov>; Becky Bolte <Bbolte@eagleriverwi.gov>

Subject: RE: ATV trail

Hi Rob –

Given what's come up with the snowmobile trail through the approach parcel, and what I've gathered about using airport property for things like trails, do we need to run the dog park idea past the FAA? I want to make sure we do this right so the park is not in jeopardy, and the City and Airport don't get dinged for erecting a dog park without following the appropriate channels.

Thanks,



Robin Ginner
City Administrator
City of Eagle River

Note my new email address: rcginner@eagleriverwi.gov

Elected Officials and Members of City Committees: In order to comply with Open Meetings Act Requirements, please limit any reply to only the sender of this electronic communication. Please be aware that written communication, emails and faxes are generally considered open public records.

Appendix C – Proposed Alternate Dog Park Locations



**STEVEN C. GARBOWICZ
ATTORNEY AT LAW**

221 S. First Street
P. O. Box 639
Eagle River, WI 54521
715-479-6444 ext. 1
Fax: 715-479-3021
sgarbo@oabglaw.com

BRANCH OFFICE
Tomahawk, WI 54487
Telephone: 715-453-6921

June 10, 2025

VIA EMAIL ONLY

Becky Bolte

RE: Proposed Baumetz Lease

Dear Becky:

I have reviewed the Lease that you prepared and I only have a couple of comments.

In Section 6, renewing the Lease absolutely should be and must be in writing. In this day and age where people do prank phone calls, how do you know that the phone call that you receive to renew the Lease is from the person who you are leasing to? For the Lease renewal to be in writing only takes a letter or email that indicates they wish to exercise their right to an additional 3-year term of the Lease. I don't think that is that difficult or that onerous.

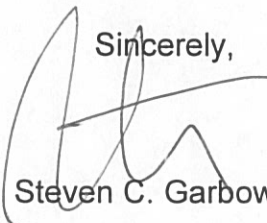
Secondly, in Section 14, I would indicate instead of non-transferable I would say non-assignable. That is just the more appropriate legal language that is required.

The rest of the Lease is fine with me and I would attach the map. I would probably have Public Works go and stake the area where they are permitted to park and other than that somebody needs to just keep an eye on this to see how it works. I know he has his trailers parked in Three Lakes at places and they seem to be fine.

In any event, please continue to monitor the site so there are no issues with blowing debris, etc.

If you have any other questions, please advise.

Sincerely,



Steven C. Garbowicz

SCG:alc

From: [Steve Garbowicz](#)
To: [Becky Bolte](#)
Subject: Re: Garbage Truck Land Lease
Date: Thursday, June 12, 2025 9:56:21 AM

Looks good to me. SCG

On Thu, Jun 12, 2025 at 8:28 AM Becky Bolte <Bbolte@eagleriverwi.gov> wrote:

Is this more appropriate renewal language for renewal in the Gary Baumetz lease? I will re-present to Council as it was motioned to renew with only a phone call so I will present your advise to Council.

6. This Lease may be renewed at the sole discretion of the Lessor for an additional term of up to three (3) years, upon written notice from the Lessee to the Lessor prior to the expiration of the initial term.

Becky J Bolte - WCMC
City of Eagle River
PO Box 1269
525 E Maple St
Eagle River WI 54521
bbolte@eagleriverwi.gov<mailto:bbolte@eagleriverwi.gov>
715-479-8682 x224

[cid:image001.jpg@01DBDB73.EA5606F0]

Elected Officials and Members of City Committees: In order to comply with Open Meetings Act Requirements, please limit any reply to only the sender of this electronic communication. Please be aware that written communication, emails and faxes are generally considered open public records.

--

Attorney Steven C. Garbowicz
221 South First Street; P.O. Box 639
Eagle River, WI 54521

715.479.6444 x 1

LAND USE LEASE AGREEMENT BETWEEN:

City of Eagle River and Gary's Garbage & Recycling LLC.

This Lease Agreement is made and entered into this ____ day of June, 2025, by and between the City of Eagle River, a municipal government (hereinafter referred to as the "Lessor"), and Gary's Garbage & Recycling LLC (hereinafter referred to as the "Lessee").

1. The Lessor hereby leases to the Lessee the land as authorized by City Council approval on May 13, 2025, as further described in Exhibit A attached hereto and incorporated by reference.
2. Lessee may use the property for the purpose of placing a public trash truck trailer on the land described in Exhibit A.
3. Lessee shall abide by all applicable federal, state, and municipal laws and regulations. City of Eagle Municipal Code, Chapter 74 – Solid Waste, is incorporated into this agreement as Exhibit B.
4. The term of this Lease shall be for three (3) years, commencing on June ____, 2025, and terminating on June ____, 2028, unless earlier terminated or renewed as provided herein.
5. The Lessee shall pay to the Lessor the annual sum of Six Hundred Dollars (\$600.00), payable in full to the City of Eagle River on or before June 1 of each year during the lease term.
- ~~6. This Lease may be renewed at the sole discretion of the Lessor for an additional term of up to three (3) years, upon verbal or telephonic notice from the Lessee to the Lessor prior to the expiration of the initial term. No formal written agreement shall be required for such renewal if verbally confirmed by the Lessor.~~
6. This Lease may be renewed at the sole discretion of the Lessor for an additional term of up to three (3) years, upon written notice from the Lessee to the Lessor prior to the expiration of the initial term.
7. The Lessee agrees to use the leased land for lawful purposes only and in a manner consistent with all applicable federal, state, and municipal laws and regulations.
8. The Lessee accepts the property in its present condition and is responsible for maintaining the leased land in good condition during the term of the lease, including keeping the property free from any debris and maintaining drivable surfaces during all

seasons. Any and all proposed changes to the land must be approved by a majority vote of the Eagle River City Council.

9. Signs, postings, and other markers erected by Lessee shall be consistent with applicable federal, state, and municipal laws and regulations.

10. This Lease may be terminated by either party with thirty (30) days written notice. Upon termination, the Lessee shall surrender the land in good condition, reasonable wear and tear excepted.

11. The Lessee agrees to carry at, its own expense, public liability insurance in the minimum amount of \$1,000,000 and agrees to deliver to the Lessor, each year, the usual certificate issued by the insurance carrier certifying that such insurance is in force, at least 5 days prior to the beginning of the lease year.

12. The Lessee is responsible for any and all financial obligations associated with their use of the property.

13. The Lessee shall indemnify, and the hold the Lessor, its agents and employees, free and harmless from all liability for injury to any person or persons, firm or corporation, or for the result of any injury to any person or persons, firm or corporation occurring on the property, or arising out of any accident or other occurrences on the property, including the use of said property, placement of objects on the property or maintenance of the property by any person or persons, firm or corporation whatsoever, when due directly or indirectly to the use of the property or any part thereof by the Lessee.

14. This lease is non-assignable.

15. This Lease contains the entire agreement between the parties and supersedes all prior agreements or understandings.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of June_____, 2025.

LESSOR:

LESSEE:

Debra A. Brown, Mayor
City of Eagle River WI

Gary Baumetz
Garys Garbage & Recycling

Date: _____

Date: _____

EXHIBIT A

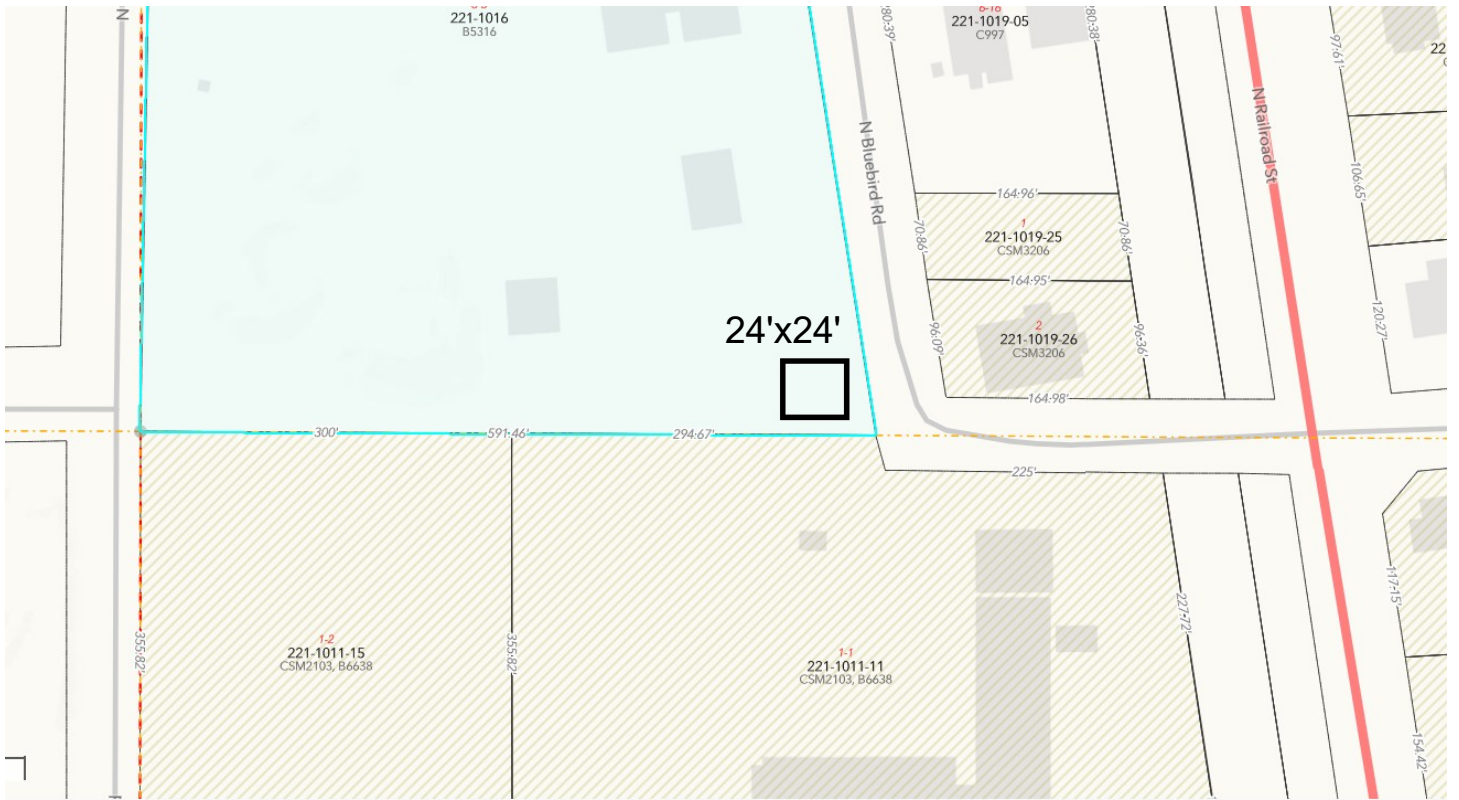


EXHIBIT B

PART II - MUNICIPAL CODE

Chapter 74 SOLID WASTE

Chapter 74 SOLID WASTE¹

ARTICLE I. IN GENERAL

Sec. 74-1. Penalty.

Except as otherwise provided, any person who shall violate any provision of this chapter or any rule, regulation or order made under this chapter, upon conviction, shall be subject to a penalty as provided in section 1-11.

(Code 1972, § 11.09)

Secs. 74-2—74-30. Reserved.

ARTICLE II. COLLECTION AND DISPOSAL

DIVISION 1. GENERALLY

Sec. 74-31. Definitions.

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

Ashes means the residue of coal, wood or other fuel.

Garbage means all kinds of organic wastes such as meats, fat, bones, fish, fowls, fruits, vegetables or any other animal or vegetable matter resulting from the preparation of foods and all decayed or spoiled food products from any source whatsoever.

Rubbish means inorganic waste or refuse other than garbage, such as metal, bottles, glass, crockery, tin cans, old rags, paper, grass, leaves, old boxes, barrels or wood.

(Code 1972, § 11.08(1))

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

¹Cross reference(s)—Buildings and building regulations, ch. 18; burning of grass and trash restricted, § 38-3; health and sanitation, ch. 42; littering prohibited, § 58-7; utilities, ch. 90; performance standards for waste material, § 106-270.

Sec. 74-32. Receptacles.

- (a) All garbage shall be placed in watertight and flytight metallic containers having suitable handles and covers having a capacity of not less than ten gallons and not more than 30 gallons. Each container shall be kept in a clean, neat and sanitary condition at all times.
- (b) These receptacles, together with their contents, shall weigh not more than 75 pounds and be of such design as to be conveniently handled by one man.
- (c) All rubbish shall be placed in containers constructed of material other than paper, such container and its contents weighing not more than 75 pounds.
- (d) All rubbish that can be bundled or tied may be bundled or tied in packages that can be conveniently handled by one man and weighing not more than 75 pounds.
- (e) All garbage shall be well drained and completely wrapped in paper before being deposited in garbage receptacles.
- (f) No liquid garbage shall be deposited with any garbage or rubbish.

(Code 1972, § 11.08(2))

Sec. 74-33. Prohibited acts.

No person shall:

- (1) Deposit, throw or place any garbage on or within any public street, alley, park, sidewalk or other public place or on or within any private property or premises unless placed in metallic receptacles or containers as provided in this article.
- (2) Keep garbage or rubbish upon premises in violation of this section.
- (3) Dump or place in the city any garbage or other matter which has a foul odor or is liable to have a foul odor.
- (4) Dump or place any garbage, rubbish, trash or other waste material in, on or around any private property not owned or under the legal control of the person depositing such items, including the placing of such items in garbage receptacles, without the consent of the owner or of the person in legal possession of such private property.

(Code 1972, § 11.08(3))

Sec. 74-34. Garbage and rubbish collection.

- (a) Garbage and rubbish shall be collected at least once each week by ward or zone as established by the council.
- (b) The council shall determine the days for such service. The owner, occupant or tenant of any premises desiring this collection and disposal service shall deposit the garbage receptacle, rubbish receptacle or bundle on collection days at such places on the premises or between the sidewalk and curb as the council shall direct by notice in writing or by publication in the newspaper.
- (c) No person shall place any garbage or rubbish receptacles or bundles in such collection places on days other than the regular collection day.

- (d) No person shall leave or allow a receptacle or container to remain in such collection place after the collection day.
- (e) No person shall remove the cover of such garbage receptacle other than when filling or emptying the receptacle.
- (f) No person shall upset the contents of any garbage receptacle on any street, sidewalk or other public place, or strew or scatter garbage or rubbish along the street or sidewalk.

(Code 1972, § 11.08(4))

Secs. 74-35—74-60. Reserved.

DIVISION 2. LICENSE

Sec. 74-61. Scope.

The licenses and fees referred to in this division shall be applicable to all persons engaged in the business of collecting, hauling and disposing of solid waste from property within the corporate limits of the city for which a fee is collected for the collecting, hauling and disposing of solid waste. For the purpose of this subsection, "solid waste" shall have the definition set forth in Wis. Stats. §§ 288.01(15), 289.01(33).

(Code 1972, § 11.08(5)(b))

Sec. 74-62. Required.

- (a) Except as provided in this section, no person shall engage in the business of collecting, hauling and disposing of solid waste within the city without securing a license. The term of the license shall be for a period of one year commencing May 1 of each year.
- (b) No license shall be required of any person engaged in the business of:
 - a. Collecting, hauling or disposing of construction or demolition materials. For the purpose of this subsection, "construction or demolition materials" means solid waste resulting from the construction, demolition or razing of buildings, roads and other manmade structures. Construction or demolition materials typically consist of concrete, bricks, bituminous concrete, wood, masonry and plaster, alone or in combination.
 - b. Hauling or disposing of his own wastes.

(Code 1972, § 11.08(5)(c))

Sec. 74-63. Application.

- (a) Applications for a license under this division shall be made to the clerk and shall state the descriptions, licenses and number of vehicles to be used and the permanent address of the person applying.
- (b) During the term of the license, the applicant shall, at his own cost and expense, purchase and maintain policies of insurance as follows:

- (1) General liability insuring the applicant against liability for injury to property with limits of \$100,000.00 for injury to persons or loss of life, with limits of \$500,000.00 for one person and \$1,000,000.00 for any number of persons injured or killed in any one accident.
 - (2) Automobile liability insuring the applicant against liability for injury to property and persons in such amounts as specified above for general liability insurance.
 - (3) Worker's compensation insuring the applicant for injury to or death of the applicant's employees.
- (c) The application shall be accompanied with certificates of insurance for the coverages required in subsection (b) of this section. All policies required under this section shall be issued by financially responsible companies licensed by the state and shall provide that they may not be canceled without at least 15 days' prior written notice of such cancellation to the city.
- (d) The clerk shall submit the license application to the council, which shall be the final approving authority.
- (e) It shall be a condition of the license, subjecting the license to revocation by the council upon satisfactory proof of a violation, that all garbage and solid waste hauled pursuant to the provisions of the license issued under this division shall be hauled to a site or sites designated by the council in the bid specifications. The council shall designate in its bid specifications for the awarding of a solid waste hauling contract the site to be utilized by the contractor for depositing all garbage and solid waste collected in the city.

(Code 1972, § 11.08(5)(d); Ord. No. 359, § 1, 5-19-1999)

Sec. 74-64. License fee.

The annual fee for a license to engage in the business of collecting, hauling, and disposing of solid waste material within the City shall be established by resolution of the Common Council. No license shall be issued prior to payment of the required fee and approval by the Council. (Code 1972, § 11.08(5)(e))

Sec. 74-65. Vehicle to be covered.

Any hauler of garbage or rubbish shall have a cover or top over the vehicle to be used to prevent offensive odors or the scattering of garbage or rubbish; if there is no cover or top over such vehicle, the hauler shall have a canvas cover of sufficient size to cover the entire contents of the load.

(Code 1972, § 11.08(5)(f))

Sec. 74-66. Stipulation of guilt or no contest.

Stipulations of guilt or no contest may be made by any person arrested for violations of this subsection in accordance with Wis. Stats. § 66.12(1)(b), and deposits may be accepted within five days of the date of the alleged violation. Such stipulations may be accepted by the clerk of the circuit court or police department in accordance with section 1-11.

(Code 1972, § 11.08(5)(g))

Secs. 74-67—74-100. Reserved.

ARTICLE III. RECYCLING

DIVISION 1. GENERALLY

Sec. 74-101. Definitions.

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

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

Corrugated cardboard means printed or unprinted imported or brown kraft corrugated cardboard packing boxes and sheets.

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.

HDPE means high-density polyethylene plastic containers marked by SPI Code No. 2.

LDPE means low-density polyethylene plastic containers marked by SPI Code No. 4.

Lead acid batteries includes auto and marine type batteries and does not include small dry cell household type batteries.

Magazines means magazines and other materials printed on similar paper that have shiny or glossy covers and interior pages and are bound by staples or glue.

Major appliance means a residential or commercial air conditioner, clothes dryer, clothes washer, dishwasher, freezer, microwave oven, oven, refrigerator, stove, television, lawn mower, and dehumidifier.

Multiple-family 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. This term does not include multiple-family dwellings.

Office paper means high-grade printing and writing papers from offices in nonresidential facilities and properties. Printed white ledger and computer printout are examples of office paper generally accepted as high-grade. This term does not include industrial process waste.

Other resins or multiple resins means plastic resin labeled by SPI Code No. 7.

Person includes any individual, corporation, partnership, association, local governmental unit as defined in Wis. Stats. § 66.299(1)(a), state agency or authority or federal agency.

PETE means polyethylene terephthalate plastic containers marked by SPI Code No. 1.

Plastic container means an 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 a retail sale.

Postconsumer waste means solid waste other than solid waste generated in the production of goods, hazardous waste as defined in Wis. Stats. § 144.61(5), waste from construction and demolition of structures, scrap automobiles, or high-volume industrial waste as defined in Wis. Stats. § 144.44(7)(a)1.

PP means polypropylene plastic containers marked by SPI Code No. 5.

PS means polystyrene plastic containers marked by SPI Code No. 6.

PVC means polyvinyl chloride plastic containers marked by SPI Code No. 3.

Recyclable materials includes lead acid batteries; major appliances; waste oil; yard waste; waste tires; aluminum containers; bimetal containers; corrugated cardboard; foam polystyrene packaging; glass containers; magazines; newspapers; office papers; plastic containers, including those made of PETE, HDPE, PVC, LDPE, PP, PS, and other resins or multiple resins; and steel containers.

Solid waste has the meaning specified in Wis. Stats. § 144.01(15).

Solid waste facility has the meaning specified in Wis. Stats. § 144.43(5).

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.

Steel container means any all-steel food, paint or aerosol can with a plain, tin-coated, or plastic-coated interior up to one gallon in size that is originally used to contain nonhazardous edible, medicinal, toiletries, cleaning, painting, and some automotive products.

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 1972, § 11.08(6)(g))

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

Sec. 74-102. Purpose.

The purpose of this article is to protect the public health and safety of the occupants of the city by providing certain recyclable material wastes and other material collection storage treatment processing and disposal regulations as authorized and provided in Wis. Stats. § 287.09 and in Wis. Admin. Code ch. NR 544, or their successor provisions.

(Code 1972, § 11.08(6)(a))

Sec. 74-103. Statutory authority.

This article is adopted as authorized under Wis. Stats. § 287.09 or its successor provision.

(Code 1972, § 11.08(6)(b))

Sec. 74-104. Abrogation and greater restrictions.

It is not intended by this article to repeal, abrogate, annul, impair or interfere with any existing rules, regulations, ordinances or permits previously adopted or issued pursuant to law. However, whenever this article imposes greater restrictions, the provisions of this article shall apply.

(Code 1972, § 11.08(6)(c))

Sec. 74-105. 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 of requirements of this division may be inconsistent or conflicting, the more restrictive requirements or interpretation shall apply. Where a provision of this article is required by statute, or by a standard in Wis. Admin. Code ch. NR 544, or its successor chapter, and where the ordinance provision is unclear, the provision shall be interpreted in light of the state statutes, and the Wis. Admin. Code ch. NR 544 standards or its successor chapter in effect on the date of the adoption of the ordinance from which this article is derived, or in effect on the date of the most recent text amendment to this article.

(Code 1972, § 11.08(6)(d))

Sec. 74-106. Applicability.

The requirements of this article apply to all persons within the boundaries of the city.

(Code 1972, § 11.08(6)(e))

Sec. 74-107. Administration.

This article shall be administered by the council.

(Code 1972, § 11.08(6)(f))

Cross reference(s)—Administration, ch. 2.

Sec. 74-108. Enforcement.

- (a) Any authorized officer, employee or representative of the city may inspect recyclable materials separated for recycling, postconsumer waste intended for disposal, collection sites and facilities, collection vehicles, collection areas of multiple-family dwelling and nonresidential facilities and properties, solid waste disposal facilities and solid waste treatment facilities, and any records relating to recycling facilities for the purpose of ascertaining compliance with the provisions of this article. No person may refuse access to any authorized officer, employee or authorized representative of the city who requests access for the 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 the city to collect forfeitures. 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 section.

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

- (1) Any person who violates section 74-138 may be required to forfeit \$50.00 for a first violation, not more than \$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 74-138, may be required to forfeit not less than \$25.00 nor more than \$500.00 for each violation.

(Code 1972, § 11.08(6)(u))

Secs. 74-109—74-130. Reserved.

DIVISION 2. SEPARATION REQUIREMENTS

Sec. 74-131. Separation required.

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

- (1) Lead acid batteries.
- (2) Major appliances.
- (3) Waste oil.
- (4) Yard waste.
- (5) Waste tires.
- (6) Aluminum containers.
- (7) Bimetal containers.
- (8) Corrugated cardboard.
- (9) Foam polystyrene packaging.
- (10) Glass containers.
- (11) Magazines.
- (12) Newspapers or other materials printed on newsprint.
- (13) Office paper.
- (14) Plastic containers made of PETE, HDPE, PVC, LDPE, PP, PS, and other resins or multiple resins.
- (15) Steel containers.

(Code 1972, § 11.08(6)(h))

Sec. 74-132. Separation requirements exempted.

(a) The separation requirements of section 74-131 do not apply to the following:

- (1) Occupants of single-family and one- to four-unit residences, multiple-family dwellings, and nonresidential facilities and properties that send their postconsumer waste to a processing facility

licensed by the state department of natural resources that recovers the materials specified in section 74-131 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 facility is derived from the solid waste burned as supplemental fuel.
 - (3) A recyclable material specified in section 74-131 for which a variance or exemption has been granted by the department of natural resources under Wis. Stats. § 159.07(7)(d) or 159.11(2m) or Wis. Admin. Code NR 544.14 or their successor provisions.
- (b) The city reserves the right to designate additional solid waste materials as recyclable or currently collected materials as no longer recyclable in accordance with state law and to either add or delete them from any collection service provided by the city or its contractors. The city shall provide written notice by publication or other means of this declaration.

(Code 1972, § 11.08(6)(i))

Sec. 74-133. Care of separated recyclable materials.

- (a) *Materials to be kept clean.* To the greatest extent practicable, the recyclable materials separated in accordance with section 74-131 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 or other inclement weather conditions.
- (b) *Right to reject materials.* The operator of any dropoff site authorized as a collector pursuant to the terms of this article shall have the right to reject any recyclable material that is not prepared according to the specifications of this article.

(Code 1972, § 11.08(6)(j))

Sec. 74-134. Management of lead acid batteries, major appliances, waste oil, yard waste, and waste tires.

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

- (1) Lead acid batteries shall be delivered to any retailer engaged in the sale of batteries, to a licensed hauler, or to a department of natural resources authorized facility and/or program.
- (2) Major appliances shall be delivered to the highway G landfill located in the county, where they will be accepted subject to the payment of a fee; to a licensed hauler; or to a department of natural resources authorized facility and/or program.
- (3) Waste oil shall be placed in unbreakable leakproof containers and delivered to the highway G landfill, to a licensed hauler, or to any department of natural resources authorized facility and/or program.
- (4) Yard waste cannot be deposited at the highway G landfill but can be delivered to a licensed hauler, to highway G burn pad and composting facility, or to a department of natural resources authorized recycling facility and/or program.
- (5) Waste tires shall be delivered to the highway G landfill and will be accepted subject to the payment of a fee, to a licensed hauler, or at a department of natural resources authorized facility and/or program.

(Code 1972, § 11.08(6)(k))

Sec. 74-135. Separation and placing for removal of recyclable items.

Except as otherwise directed by the council, occupants of single-family and two- to four-unit residences shall follow the provisions in this division for the preparation and collection of the separated materials identified in section 74-131(6)—(15), and shall place the following materials as directed by the council or its contractor:

- (1) Aluminum cans.
- (2) Corrugated cardboard.
- (3) Newspapers.
- (4) Glass bottles and jars.
- (5) Tin cans.
- (6) Plastic bottles.
- (7) Bimetal containers, rinsed clean and delivered in recyclable containers or clear plastic bags.
- (8) Magazines or other materials printed on similar paper that have shiny or glossy covers and interior pages, and are bound by staples or glue, string tied in bundles or placed in paper grocery bags not exceeding 12 inches in height.
- (9) Office paper, delivered in recyclable bags or clear plastic bags.
- (10) Plastic containers, prepared and collected as follows:
 - a. Plastic containers made of PETE (#1) shall be rinsed and have caps removed.
 - b. Plastic containers made of HDPE (#2) shall be rinsed and have caps and rings removed.
 - c. Plastic containers made of PVC (#3) shall be delivered in recyclable containers or clear plastic bags.
 - d. Plastic containers made of LDPE (#4) shall be delivered in recyclable containers or clear plastic bags.
 - e. Plastic containers made of PP (#5) shall be delivered in recyclable containers or clear plastic bags.
 - f. Plastic containers made of PS (#6) shall be delivered in recyclable containers.
 - g. Plastic containers made of other resins or multiple resins (#7) shall be delivered in recyclable containers or clear plastic bags with labels removed.

(Code 1972, § 11.08(6)(l))

Sec. 74-136. Responsibilities of owners/designated agents of multiple-family dwellings.

- (a) Owners or designated agents of multiple-family dwellings shall do all of the following for recycling the materials specified in section 74-131:
 - (1) Provide adequate, separate containers for the recyclable material.
 - (2) Notify tenants in writing at the time of renting or leasing the dwelling 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.
 - (4) Notify tenants of reasons to reduce and recycle solid waste; which materials are collected; how to prepare the materials in order to meet the processing requirement; collection methods or sites; locations and hours of operation; and a contact person or company, including a name, address and telephone number.
- (b) The requirements specified in subsection (a) of this section do not apply to the owners or designated agents of multiple-family dwellings if the postconsumer waste generated within the dwelling is treated at a processing facility licensed by the department of natural resources that recovers for recycling the materials specified in section 74-131 from solid waste in as pure a form as is technically feasible.

(Code 1972, § 11.08(6)(m))

Sec. 74-137. Responsibilities of owners/designated agents of nonresidential facilities and properties.

- (a) Owners or designated agents of nonresidential facilities and properties shall do all of the following for recycling the materials specified in section 74-131:
- (1) Provide adequate, separate containers for the recyclable materials.
 - (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.
 - (4) Notify users, tenants and occupants of reasons to reduce and recycle; which materials are collected; how to prepare materials in order to meet the processing requirements; collection method or sites; locations and hours of operation; and a contact person or company, including a name, address and telephone number.
- (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 postconsumer waste generated within the facility or property is treated at a processing facility licensed by the department of natural resources that recovers for recycling the materials specified in section 74-131 from solid waste in as pure a form as is technically feasible.

(Code 1972, § 11.08(6)(n))

Sec. 74-138. Prohibitions on disposal of waste and recyclable materials.

- (a) *Prohibitions on recyclable materials.* 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 74-131 which have been separated for recycling except waste tires may be burned with energy recovery in a solid waste treatment facility.
- (b) *Prohibition of waste.* It shall be unlawful for any person to place for disposal any of the following wastes: hazardous and toxic wastes, chemicals, explosives, flammable liquids, paint, trees and stumps, medical wastes (unless personal needles contained in nonpierceable container to eliminate injury to collection person).

(Code 1972, § 11.08(6)(o))

Sec. 74-139. Hauler and processor licensing.

Haulers and processors who collect or receive solid waste or recyclable material 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 or receiving any materials in the city.

(Code 1972, § 11.08(6)(p))

Sec. 74-140. Reporting requirements.

The recycling haulers and processors operating in the city are required to maintain records and report in writing to the clerk at least once a year. Reports shall include the amount of solid waste and recyclable material collected and transported from the city, the amount of solid waste and recyclable material processed and/or marketed by item and type from the city, and the final disposal location of solid waste and recyclable material. Failure to report shall be cause for the city to revoke any license or sever any contract with the hauler or processor.

(Code 1972, § 11.08(6)(q))

Sec. 74-141. No burning or burying.

No person, unless with written approval of the department of natural resources or unless provided written permission by the city, may burn or otherwise treat or bury for disposal or treatment any separated recyclable material on any public or private land in the city.

(Code 1972, § 11.08(6)(r))

Cross reference(s)—Fire prevention and protection, ch. 38.

Sec. 74-142. No dumping of recyclable materials.

- (a) No person, unless provided written permission by the city, may litter, dispose of, discharge or dump any recyclable material in any road, highway, road right-of-way, waters, street, alley, or other public land or location within the city unless it is deposited or placed properly for collection in the proper bags, bins, receptacles or containers in the proper manner and at the proper date, time and location specified in this article or as authorized and specified by the city.
- (b) No person, unless provided permission by the owner or occupant of the land, shall litter, dispose of, discharge or dump any recyclable material on private land.

(Code 1972, § 11.08(6)(s))

Secs. 74-143—74-160. Reserved.

DIVISION 3. NONCOLLECTIBLE MATERIALS AND SUBSTANCES

Sec. 74-161. Regulated.

- (a) No person, unless provided written permission by the city, may deposit or place for any recyclable material collection by the city or by its contractor, at any location in the city any of the following:
- (1) Hazardous wastes, including household hazardous wastes.
 - (2) Toxic wastes.
 - (3) Free liquid in any containers, including paints and solvents.
 - (4) Pesticides, excluding nonagricultural pesticide containers if properly cleaned, not contaminated, and if approved by the council for separation and for recyclable material collection.
 - (5) Medical wastes.
 - (6) Asbestos.
 - (7) Sludge wastes.
 - (8) Industrial or commercial wastes from any industrial or commercial facility or operation.
 - (9) Waste from pollution control equipment.
 - (10) Residue and debris from cleanup of a chemical discharge or chemical residue and debris from any facility or operation using chemicals in any commercial, agricultural or industrial processes.
 - (11) Ash waste.
 - (12) Hazardous and toxic demolition and construction wastes and demolition and construction wastes containing asbestos.
 - (13) Biomedical wastes.
 - (14) Septage (human or otherwise) wastes.
 - (15) Animal fecal wastes.
 - (16) Dead animals.
 - (17) Brush or trees.
 - (18) Wood treated with chemical preservatives.
 - (19) Explosive material.
 - (20) Contaminated recyclable material as determined by the city or its licensed contractors.
- (b) No person may in any recyclable material collection knowingly collect for the city any of the wastes, materials and contaminated recyclable materials noted in subsection (a) of this section and any other recyclable materials which are not of marketable quality or which are placed for recyclable material collection in an unmarketable condition unless provided written permission by the city. This prohibition shall apply to any contractor for the city.