

**RESOLUTION 2022-56
(09-06-22)**

**RESOLUTION BY THE PUBLIC WORKS & CAPITAL IMPROVEMENTS AND
STORM & WASTEWATER COMMITTEE OF THE VILLAGE OF STURTEVANT
AUTHORIZING ENTERING INTO A MUNICIPAL GARBAGE & RECYCLE COLLECTION
CONTRACT WITH JOHN'S DISPOSAL SERVICE, INC FOR THE VILLAGE OF
STURTEVANT**

WHEREAS, the Village of Sturtevant has solicited proposals for Garbage and Recycle Collection services and has received various proposals; and

WHEREAS, the proposals have been evaluated by the Public Works & Capital Improvements and Storm & Wastewater Committee and the proposal deemed to be in the best interest of the Village was presented by John's Disposal Service, Inc; and

NOW THEREFORE, the Village Board of the Village of Sturtevant, Racine County, Wisconsin does hereby resolve:

1. That the execution of a contract with John's Disposal Service, Inc for Garbage & Recycle collection services for the Village of Sturtevant is authorized and approved.
2. That the costs for said services shall be \$16.95 Total Per Unit/Per Month for the year 2023.
 - Automated Curbside Garbage (weekly): \$10.20
 - Automated Curbside Recycle (EOW): \$ 5.00
 - Monthly Bulk Items (on-call): \$1.75
3. That the rates above are for the first year of a five-year agreement with service to begin January 1, 2023. Rates for future service years will be negotiated but limited to CPI.
4. That the Village President and the Village Clerk are authorized to execute any contracts or other documents necessary to carry out the intent of this resolution.

Adopted by the Village Board of the Village of Sturtevant, Racine County, Wisconsin, this 6th day of September 2022.

Village of Sturtevant

By 
Michael Rosenbaum, President

Attest 
Cheryl Zamecnik, Village Clerk

AGREEMENT

Curbside Collection of Solid Waste and Recyclables

This contract made and entered into this 25th day of October, 2022 by and between **Johns Disposal Service, Inc.**, hereinafter referred to as the "Contractor" and **The Village of Sturtevant, Wisconsin**, hereinafter referred to as the "Village".

The Contractor agrees to furnish all labor, materials, and equipment necessary for the collection of garbage, refuse and recyclables within the limits of the Village from one to four-family residential units, as follows:

A. Materials to be collected shall include the following:

1. General household trash and refuse.
2. All recyclables, including glass, metal cans, plastic containers, aluminum, newspapers, mixed paper magazines, scrap metal, cardboard, and phone books.
3. Automotive batteries (See Section C).
4. Furniture and appliances (See Section C).
5. Motor oil if properly contained and tightly capped (See Section C).
6. Tires – Light truck tires and smaller will be accepted, tractor tires must be quartered. No more than two per month, not to exceed eight per year per home. (See Section C).

B. Items which will not be collected are as follows:

1. Earth, rocks, concrete, loose construction and demolition materials, trees, or parts thereof. Construction and demolition materials are included with the bulk items collection if contained in 32-gallon cans (no limit on the number of cans) that weigh less than 60 pounds.
2. Electronics including TV's, stereo's, computers, and other electronics that are banned from landfills by the State are not included, except as identified in Section C.3.
3. Hazardous, toxic, or infectious materials, including any items recognized as special waste by the State of Wisconsin are not included.

C. The collection shall be made as follows:

1. Pickup of garbage will be made weekly, with all suitable materials for collection being placed by residents at the curb of their homes by 6:00 a.m. on the day of collection. All

garbage shall be placed by residents in a brown cart which is provided by Johns Disposal Service.

2. Pickup of recyclables will be made every other week. Recyclables shall be commingled. All recyclables shall be placed by residents in a green cart which is provided by Johns Disposal Service.
3. Bulk Items Collection includes large items such as including furniture, mattresses, carpet (cut in 4-foot lengths, tied, and bundled), appliances, tires (2 per month, up to 8 per year) and drain oil in one (1) gallon or larger containers with secure lids that are labeled as 'drain oil', and batteries. Items are to be placed at least four (4) feet from the cart. Residents must call at least 48-hours in advance to arrange collection of bulk items. Construction material must be contained in 32-gallon or smaller containers not to exceed 50 lbs. Each residence may have up to one bulk items collection per month at no additional cost. Up to two times per year, residents may choose to dispose of one (1) household electronic item in place of multiple bulk trash or recycling items.
4. When the collection day is interrupted by a holiday, pickup will be the following day.
5. All refuse shall be collected and transported in such a manner as to prevent falling or spilling of material. When spilling does occur, the material shall be picked up as soon as possible and the area properly cleaned by the contractor.
6. Refuse and recycling carts. The Contractor shall initially provide each unit with one (brown) 95-gallon cart for refuse and a second (green) 95-gallon cart for recycling. The Contractor will deliver the carts to new units after notification of occupancy by the Village. All carts are the property of the Village and will be maintained by the Contractor. The homeowner is responsible for keeping the carts clean. The homeowner is responsible for damage, other than normal wear, such as melting from hot ashes, cuts from a saw, or other avoidable damage. The Contractor is responsible for normal wear to the cart, wheels or lid and will repair or replace the cart in a timely manner after the homeowner informs the Contractor of the problem. The Contractor is responsible for damage caused from snowplows or passing vehicles. If the homeowner moves, he or she must leave the carts for the new homeowner. At the termination of the Contract, the carts will be removed by the Contractor at the Contractors expense within thirty (30) days. Residents who desire a smaller cart (48-gallon) must call our office to schedule an exchange. Container exchanges will be done at no additional charge.
7. Disabled and Elderly residents identified by the Village shall receive doorway service at no extra cost.
8. Refuse and recycling dumpster or cart service for the Village Hall, Public Works Department, and other Village-owned properties as identified in the RFP are included at no extra charge. New municipal buildings added will receive services at no extra charge.

9. Homes on private drives or streets will be serviced if the drive or street is adequate to handle the size and weight of refuse trucks and are maintained in a similar fashion as Village streets. The Village makes no representations to Contractor as to the adequacy or condition of any private drive or street, and Contractor's decision to utilize any private drive or street is at Contractor's sole risk. Street maintenance includes brush and tree trimming, grading, pothole filling, snow plowing and sanding in a timely fashion. If Contractor opts not to utilize any private drives or streets for collections, Contractor shall be responsible for notifying all impacted residents and for making arrangements for the nearest available location at which impacted residents may deposit their refuse and recycling for collection.

D. Term and cost of this contract shall be as follows:

1. Term. This Contract shall be for 5-years for the period, January 1, 2023 through December 31, 2027. At the end of the term, the contract shall be extended for an additional 12 months beyond the original termination date unless one of the parties notifies the other in writing within 60 days prior to such extension date that the contract is not to be further extended. The Village and the Contractor intend that the contract will be automatically extended indefinitely as provided in this paragraph until a party notifies the other party in a timely manner of that party's election not to extend the contract.
2. Cost. The Village agrees to pay the Contractor the following fees in conjunction with the services rendered pursuant to this Contract:

Service	Home / Month	Home / Year
Every Week Garbage	\$10.20	\$122.40
Every-Other-Week Recycle	\$5.00	\$60.00
Monthly Bulk Items Collection	\$1.75	\$21.00
Total Unit Price	\$16.95	\$203.40

Payments of contract service fees shall be made within fifteen days of the last day of each month and shall be based upon full-month occupancy, calculated at the end of each month.

3. Rate Increases. All rates are for the first year of a five-year agreement with service to begin no later than January 1, 2023. Increases for subsequent contract years may increase by up to CPI (bls.gov / Table 4: Midwest, Size Class B/C). The rates listed in this proposal include all current government taxes and landfill tipping fees. No generator taxes, environmental or other fees will be added to the rates quoted. A fuel rebate / surcharge table will be incorporated into the contract. Any government imposed or increased landfill taxes or fees instituted after August 1, 2022, are not included and will be the responsibility of the Village.

- 4 **Fuel Rebate or Surcharge.** For each month during which this Agreement is in effect, if on-highway diesel fuel decreases below \$3.25 per gallon, a fuel rebate will be issued to the Village each month per household according to the schedule below. For each month during which this Agreement is in effect, if diesel fuel rises above \$4.00 per gallon, a fuel surcharge will be added each month per household according to the schedule below. Fuel pricing evidence will be based on national diesel fuel averages reported by the U.S. Department of Energy On-Highway Diesel Price Index: Midwest Region. At the time of proposal submittal, the national average diesel fuel price was \$5.013 per gallon.

Fuel Price Range		Credit	Fuel Price Range		Surcharge	Fuel Price Range		Surcharge
\$3.00	\$3.04	-0.600%	\$4.00	\$4.04	0.120%	\$5.00	\$5.04	2.520%
\$3.05	\$3.09	-0.480%	\$4.05	\$4.09	0.240%	\$5.05	\$5.09	2.640%
\$3.10	\$3.14	-0.360%	\$4.10	\$4.14	0.360%	\$5.10	\$5.14	2.760%
\$3.15	\$3.19	-0.240%	\$4.15	\$4.19	0.480%	\$5.15	\$5.19	2.880%
\$3.20	\$3.24	-0.120%	\$4.20	\$4.24	0.600%	\$5.20	\$5.24	3.000%
\$3.25	\$3.29	0.000%	\$4.25	\$4.29	0.720%	\$5.25	\$5.29	3.120%
\$3.30	\$3.34	0.000%	\$4.30	\$4.34	0.840%	\$5.30	\$5.34	3.240%
\$3.35	\$3.39	0.000%	\$4.35	\$4.39	0.960%	\$5.35	\$5.39	3.360%
\$3.40	\$3.44	0.000%	\$4.40	\$4.44	1.080%	\$5.40	\$5.44	3.480%
\$3.45	\$3.49	0.000%	\$4.45	\$4.49	1.200%	\$5.45	\$5.49	3.600%
\$3.50	\$3.54	0.000%	\$4.50	\$4.54	1.320%	\$5.50	\$5.54	3.720%
\$3.55	\$3.59	0.000%	\$4.55	\$4.59	1.440%	\$5.55	\$5.59	3.840%
\$3.60	\$3.64	0.000%	\$4.60	\$4.64	1.560%	\$5.60	\$5.64	3.960%
\$3.65	\$3.69	0.000%	\$4.65	\$4.69	1.680%	\$5.65	\$5.69	4.080%
\$3.70	\$3.74	0.000%	\$4.70	\$4.74	1.800%	\$5.70	\$5.74	4.200%
\$3.75	\$3.79	0.000%	\$4.75	\$4.79	1.920%	\$5.75	\$5.79	4.320%
\$3.80	\$3.84	0.000%	\$4.80	\$4.84	2.040%	\$5.80	\$5.84	4.440%
\$3.85	\$3.89	0.000%	\$4.85	\$4.89	2.160%	\$5.85	\$5.89	4.560%
\$3.90	\$3.94	0.000%	\$4.90	\$4.94	2.280%	\$5.90	\$5.94	4.680%
\$3.95	\$3.99	0.000%	\$4.95	\$4.99	2.400%	\$5.95	\$5.99	4.800%

**For every \$0.05 increase in fuel price, the surcharge will increase by .120% with no limit as above table ends at \$5.99 per gallon (i.e. \$6.00 - \$6.04 = 6.000% surcharge).*

- 5 **Units.** Number of units on September 1, 2022 _____. After the carts have initially been delivered to each residence, the Contractor shall inform Village staff of the total unit count. The Village and the Contractor shall meet and review said count and determine the

number of units under the Contract. As new units are added (or razed units subtracted) the monthly fee shall be adjusted based on the per unit cost set forth in the Contractors proposal.

- 6 Any and all “dumping fees” (broadly defined to include all fees and taxes imposed by Racine County, the State of Wisconsin and the federal government, or any division of agency thereof), related to the execution of this Contract that are required to be paid by law, including but not limited to fees required per Sections 289.63, 289.64, 289.64(2), 289.67 Wisconsin Statutes, including any revisions that may be made thereto during the term of this Contract, along with any other fee of tax that must be paid in order for this Contract to be performed in compliance with the law, shall be paid fully and timely by the Contractor. Any increase of such fees of taxes added on or after September 1, 2022 that are added within a contract year will be paid by the Contractor. The added cost of the fees will be negotiated into the Contract in the following contract year if the Village and Contractor are able to reach mutually-agreeable terms as to such increased fees.

E. Special provisions of this Contract shall include:

1. The Contractor shall keep a record of total weights of both solid waste and of each category of recyclable collected from the Village and report those totals to the Village on a quarterly basis.
2. The Contractor shall assist the Village in making reports to the Department of Natural Resources in conformance with State recycling mandates and agrees to assist and cooperate with the Village with respect to participating in or applying for any grants or any other financial assistance programs for which the Village may qualify.
3. The Contractor shall maintain telephone service at its office for receiving calls or complaints regarding its work from 8:00 am until 4:30 pm, Monday through Friday and 8:00 am to 12:00 pm on Saturday, excluding holidays, and shall maintain an official address for said purpose and shall publicize said contact information. The Contractor shall also provide the Village Clerk with the cell phone contact information of the the Contractor’s person in charge of the implementation of this contract. Contractor shall take care of all complaints within a 24-hour period or within 24 hours of the next working day if the complaint is received on a non-working day. All missed collections and any other complaints must be recorded in a log, noting date, time, address, complaint and a method of resolution, and must be made available to the Village upon request. The Village will refer to or inform the Contractor of any complaints which it receives.
4. In the event that there is improperly dumped garbage the Contractor agrees to collect this within twenty-four (24) hours of communication from the Village. The Village will be required to call Johns Disposal and make them aware of the problem.
5. The Contractor shall maintain the following levels of insurance throughout the duration of this Agreement:

Comprehensive Automobile Liability and Property Damage

Bodily Injury:	\$ 2,000,000 per person \$ 2,000,000 per occurrence
Property Damage:	\$ 2,000,000 per occurrence

6. The Contractor agrees to dispose of refuse collected in a licensed processing facility or a licensed landfill. The landfill site or processing facility shall be approved by the State of Wisconsin Department of Natural Resources.
7. The Contractor agrees to sort, process and market all recyclables in compliance with current State recycling laws.
8. The Village and the Contractor shall coordinate their efforts to publicize and promote the recycling program and educate the Village citizens regarding recycling. The Village and the Contractor will review and approve promotional activities jointly.
9. Contractor shall indemnify, defend, and hold the Village harmless, including all Village officials, employees, and agents, from any and all claims and liabilities whatsoever, including, but not limited to judgments, costs, damages, expenses, and attorneys' fees in any way arising out of or caused by the work performed or provided by the Contractor under the Contract.
10. The Contractor shall, at Contractor's sole cost, comply with all state and federal laws and regulations and ordinances of the Village relating to the collection, transportation, processing and disposal of recyclable materials. The Village 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 Contractor. The Village shall provide written notice to the Contractor of any such change.

GENERAL PROVISIONS

1. If persons or property sustain loss, damage, or injury resulting directly or indirectly from the work of the Contractor, subcontractors, agents, workers, or assignees of the said Contract, or in their performance or failure to perform any provisions of the contract or of the law, the Contractor shall indemnify and hold the Village, its officers, agents, and employees harmless from any and all claims and judgments for damages, and from costs and expenses to which the Village, its officers, agents, and employees may be subject or which it may suffer or incur by reason thereof. The contractor shall furnish prior to the commencement of operations under this agreement, as well as prior to each anniversary date of operations under this agreement, a completed For Certificate of Insurance applicable for the succeeding twelve months. The cancellation or other termination of any

such insurance policy issued in compliance with this Section shall give the Village the right to immediately terminate this Agreement unless another policy shall be provided and in effect at the time of such cancellation or termination of the original insurance policy.

2. This Contract is not assignable by the Contractor of record, without the express written consent of the Village, and in the event of bankruptcy, assignment for the benefit of creditors, or a petition for receivership relative to the Contractor of record, the Village may, without notice, declare this contract at an end, at its option.
3. The Contractor shall not subcontract any work to be performed or any materials to be furnished in the performance of this Contract without the written consent of the Village. If the Village were to allow a subcontractor by written consent, then the Contractor shall be fully responsible for any acts or omissions of its subcontractor as it is for the acts and omissions of persons directly employed by itself. Contractor is an independent contractor of the Village.
4. The performance and interpretation of this Agreement shall be according to the laws of the State of Wisconsin.
5. Each provision of this Agreement is severable and should any court or other governmental body of competent jurisdiction declare any provision of this Agreement invalid or unenforceable by reason of any rule of law or public policy, all other provisions hereof shall remain in full force and effect.
6. Termination. The Village Board of the Village may, at its option, terminate this Agreement upon thirty (30) days written notice, if Contractor is in default of the terms of this Agreement, except that no notice or action of the Village Board is necessary if Contractor is in default of any of the requirements to maintain insurance. The written notice shall specify the contractor's default(s) and the intention to terminate the Agreement. Unless Contractor cures the default(s) within then (10) days of service of the notice, the Agreement shall terminate upon expiration of thirty (30) days of the service of notice upon the Contractor. Any litigation or legal dispute relating to this Contract shall be governed by the law of the State of Wisconsin and may be venued exclusively in Racine County Circuit Court.
7. The Contractor in executing this Agreement acknowledges that it has not been induced to enter into this Agreement by any understanding or promise or other statement, whether verbal or written, by or on behalf of the Village concerning any matter not expressed herein. The Contractor acknowledges that the Village has relied upon the proposal submitted by the Contractor and has awarded the Contract in reliance thereon.
8. Excused Non-Performance. If a party is unable, in whole or in part, to carry out its obligations under this Agreement because of a Force Majeure Event, such party's obligations, to the extent affected thereby, will be reduced or suspended during the continuance thereof and the party claiming the Force Majeure Event shall use reasonable efforts to remedy such Force Majeure Event as promptly as commercially practicable after

such event occurs and at the time that it is no longer applicable. The party affected by the Force Majeure Event shall give the other party notice as soon as commercially practicable after such event occurs and at the time that it is no longer applicable. If a Force Majeure Event lasts for more than sixty (60) calendar days, the party not claiming the Force Majeure Event may terminate this Agreement immediately upon providing written notice to the other party. "Force Majeure Event" means the occurrence of an act of God, act of governmental authorities (through no fault of a party), war, riot, fire, drought, flood, explosion, natural disaster, national emergency, facility slowdowns, curtailments or closures, logistics disruptions, or any other circumstances, whether or not similar in nature, beyond the reasonable control of the party seeking to be excused from performance hereunder; provided, however, economic conditions do not constitute a Force Majeure Event and a Force Majeure Event will not relieve a party of its payment obligations.

9. This Agreement constitutes the entire Agreement between the parties. No modification, amendment, alteration, revision, or waiver of this Agreement or any of its provisions shall be permitted by or binding upon the parties unless so agreed in writing.

JOHNS DISPOSAL SERVICE, INC.



Nate Austin, Municipal Account Manager

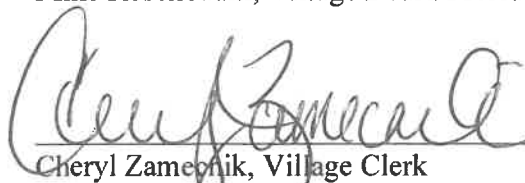
10/26/22
Date

THE VILLAGE OF STURTEVANT



Mike Rosenbaum, Village Board President

Oct 25th 2022
Date



Cheryl Zamechik, Village Clerk

Oct 25th 2022
Date

* As approved on Resolution 2022-56