AGENDA
City of Milton
Personnel & Finance Committee Meeting
Tuesday, November 15, 2016
6:30 PM
MILTON CITY HALL
Council Chambers, 710 S. Janesville Street

1. **Call to Order**

2. **Approval of Agenda**

3. **Approval of Minutes - Personnel & Finance Committee Minutes – October 4, 2016.**

   Documents:

   10-04-2016 Personnel and Finance Committee Minutes.pdf

4. **Discussion and Possible Action to Approve Operator's Licenses.**

   Documents:

   Memo - New Operator Licenses.pdf

5. **Discussion and Possible Action Regarding Denial of 2016-2017 Operator License for Molly N. Hickstein.**

   Documents:

   Memo - Operator License Denial - Hickstein.pdf
   Hickstein Operator License Application.pdf
   Hickstein, Molly - 1st Denial Letter.pdf

6. **Discussion and Possible Action Regarding the 2017 Refuse/Recycling Fee and Potential Future Contract with John's Disposal.**

   Documents:

   Memo - Refuse-Recycling fee.pdf
   Johns Refuse-Recycling Draft 4 year Agreement.pdf

7. **Discussion and Possible Action Regarding Treasurer's Report – September & October 2016.**

8. **General Items**

9. **Next Meeting Date – Tuesday, December 20, 2016 at 6:30 p.m.**

10. **Motion to Adjourn**

**Please note that upon reasonable notice, at least 48 hours in advance, efforts will be made to accommodate the needs to disabled individuals through appropriate aids and services. For additional information to request this service, please contact the City Clerk's Office at 868-6900, 710 S. Janesville Street, Milton, WI 53563.

Notice is hereby given that a majority of the City of Milton Common Council may be present at the Personnel & Finance Committee meeting at the above mentioned date and time to gather information over which they have decision-making responsibility.

Posted by Elena Hilby November 11, 2016 at Dave's Ace Hardware, Piggly Wiggly, and Milton City Hall.

City of Milton
Personnel and Finance Committee Minutes

10/4/2016 - Minutes

1. **Call to Order**

   Ald. Dave Adams called the October 4, 2016 meeting of the Personnel & Finance Committee to order at approximately 6:45 p.m.

   Present: Ald. Dave Adams and Ald. Maxine Striegl.

   Excused: Ald. Nancy Lader.

   Also Present: City Administrator Al Hulick, Finance Director Dan Nelson, Police Chief Scott Marquardt, and City Clerk/Deputy Treasurer Elena Hilby.

2. **Approval of Agenda**
   Ald. Striegl moved to approve the agenda. Ald. Adams seconded, and the motion carried.

3. **Approval of Minutes - Personnel & Finance Committee Minutes – September 20, 2016.**
   Ald. Striegl moved to approve the minutes. Ald. Adams seconded, and the motion carried.

4. **Discussion and Possible Action Regarding Treasurer's Report – September 2016.**
   The Treasurer's Report is not yet available.

5. **Discussion and Possible Action Regarding a Claim Against the City of Milton from Sara Knutson, 39 E. Evergreen Lane.**
   Ald. Striegl moved to recommend to the Common Council to deny the claim submitted by Sara Knutson. Ald. Adams seconded, and the motion carried unanimously

6. **Discussion and Possible Action to Allow Payments on Hazardous Tree Removal Enforcement Actions.**
   Ald. Striegl moved to allow DPW Director to work with Finance Director Nelson and Administrator Hulick to set up a payment plan for people who have the city or city's contractor cut their trees. Ald. Adams seconded, and the motion carried unanimously.

7. **General Items**

8. **Next Meeting Date – Tuesday, November 15, 2016 at 6:30 p.m.**

9. **Motion to Adjourn**
   Ald. Striegl moved to adjourn the meeting of the Personnel & Finance Committee at 6:55 p.m. Ald. Adams seconded, and the motion carried.

Respectfully submitted,
Elena Hilby
City Clerk

CITY OF MILTON

a community since 1838

Office of the City Clerk

To: City of Milton Personnel and Finance Committee
From: Elena Hilby, City Clerk/Deputy Treasurer
Date: November 15, 2016
Subject: Discussion and Possible Action to Approve Operator Licenses.

Discussion
The following operator license applications have been received in the Clerk's Office. A successful background check has been completed and Staff recommends approval of these licenses.
A New Operator License will be issued to the following individuals:

- Jakobi Decker
- Barbara Nardi
- Pamela O'Leary
- Timothy O'Leary
- Danielle Griffis
- Melissa Van Tuyl
- Christina Gerharz

Staff Recommendation
To recommend to the Common Council to approve the operator licenses as presented.

Attachments
None.

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Office of the City Clerk

To: City of Milton Personnel and Finance Committee
From: Elena Hilby, City Clerk/Deputy Treasurer
Date: November 15, 2016
Subject: Discussion and Possible Action Regarding Denial of 2016-2017 Operator License for Molly N. Hickstein.

Discussion

An application for an operator license was submitted by Molly N. Hickstein to serve at Klub Bub. Upon application review by the Police Department, six alcohol related convictions have occurred in the past 5 years. Five of these convictions were not disclosed on the application.

The guidelines established by the Personnel and Finance Committee and the Common Council state that one drug or alcohol related conviction in 5 years would be up to the discretion of the Chief of Police and City Clerk. It also states that non-disclosure of any criminal, ordinance, or traffic convictions could be recommended for denial.

Staff Recommendation

To recommend to the Common Council to deny the operator license for Molly N. Hickstein as she has received six alcohol related convictions within the past 5 years and for failure to disclose all criminal, ordinance, or traffic convictions.

Attachments

Redacted Operator Application
Letter to Applicant of Recommendation of Denial

CITY OF MILTON
APPLICATION FOR ALCOHOL BEVERAGE
OPERATOR / PROVISIONAL / TEMPORARY

☒ New License ☐ Renewal

I hereby make application with the City of Milton for an Operator's License as provided by City Ordinance with amendments thereto sell Fermented Malt Beverages and Intoxicating Liquors in the City of Milton. You must be current on all monies owed to the City of Milton per Ordinance #295.
This license to expire June 30, 20_____.

Note: No Refunds Given

Name Molly (First) Nicole (Middle) Hickstein (Last)

Maiden Name: Hickstein Phone Number: [redacted] Male ☐ Female ☒

The following information is required to complete a criminal history and driving record check:

Date of Birth: [redacted] City of Birth: Janesville

Drivers License No. / State: [redacted] / WI

Current Address: 823 (Number) Rogers St. (Street) Milton (City) WI. 53563 (State ZIP)

Previous Address (less than 2 years): _____

List any violations (tickets), convictions, arrests of any Local, State or Federal Laws or Ordinances within the past five years. Please include approximate dates. If in doubt, include all information. **Renewals** – Please list any of the above that occurred in the last year only.

Year	Location	Charge	At the time of incident were you under the influence of alcohol and/or other drugs?	Did the incident occur in or around an establishment that serves alcohol?
2016	Milton	OWI	THC	No

Having read and answered all of the above statements and questions, I hereby consent to investigation of such facts, and state that all of the above statements are true and correct to the best of my knowledge. I also consent to revocation of my License upon demand, due to any false statements upon this application.

Place of Employment: Klub Bub Manager/Supervisor: Chasity Talley

Date: 10-14-2016 Molly Hickstein
Applicant's Signature

For Office Use Only

CITY OF MILTON

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November 2, 2016

Molly N. Hickstein
823 Rogers Street
Milton, WI 53563

Dear Ms. Hickstein:

You recently applied for an Operator's License in the City of Milton. All applicants are subject to an intensive background check conducted by the Milton Police Department. Your background check revealed various violations including an UAL in 2013, and twice in 2014, an OWI in 2016, a BAC in 2016, and an IVO in 2016. These violations do not meet the criteria to possess an operator's license in the City of Milton.

Due to the findings of the background check, Chief Marquardt and I are recommending the Personnel & Finance Committee deny your application for an operator's license at their regular meeting on Tuesday, November 15, 2016 at 6:30 p.m.

The Personnel & Finance Committee and Common Council set forth a policy that states "One alcohol or drug-related conviction in five (5) years would be up to the discretion of the Chief of Police and City Clerk with recommendation to grant/deny to the Personnel & Finance Committee." It also states "Non-disclosure of any criminal, ordinance or traffic convictions could be recommended to the Personnel & Finance Committee for denial of operator license."

You are also welcome to attend the Personnel & Finance Committee meeting on Tuesday, November 15, 2016 at 6:30 p.m., in the Common Council Chambers located at 710 S. Janesville Street.

Sincerely,

Elena Hilby
City Clerk, City of Milton
710 S. Janesville Street, Milton, WI 53563
608-868-6900 ext. 422
ehilby@milton-wi.gov

CITY OF MILTON

a community since 1838

Office of the Finance Director/Treasurer

To: Milton Common Council
Mayor Anissa Welch
From: Dan Nelson, Finance Director/Treasurer
Date: November 1, 2016
Subject: Discussion and possible action regarding the 2017 Refuse/Recycling fee and potential future contract with John's Disposal

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Discussion and Background

We received the pricing from John's Disposal regarding the 2017 refuse/recycling fee. The increase on the charges, including the yard waste dumpsters was a cost of living adjustment as allowed in the contract. The chart below indicates the year the charge will/appeared on the tax bill. The proposed 2016 charge is $142.57 for 2017 services. If the City agrees to a

	No Extension 2016	2015	2014	Contract Extension
Garbage	$ 109.80	$ 108.00	$ 108.00	$ 108.00
Recycling	$ 36.00	$ 36.00	$ 36.00	$ 36.00
Yard Waste	$ 6.51	$ 4.82	$ -	$ 6.51
Recycling grant	$ (9.74)	$ (8.10)	$ (9.98)	$ (9.74)
	$ 142.57	$ 140.72	$ 134.02	$ 140.77

The 2014 rate did not include an allocation for the yard waste bins. Staff was trying to "smooth" the impact of that in the 2015 and 2016 rate.

John's Disposal indicated that the 2016 rate (2017 service pickup) would remain the same if we were willing to agree to a 4 year extension. The unit charge would be $140.77 for refuse/recycling charges.

AGREEMENT

Curbside Collection of Solid Waste and Recyclables

This contract made and entered into this 1st day of January, 2017 by and between **Johns Disposal Service, Inc.,** hereinafter referred to as the "Contractor" and the **City of Milton**, hereinafter referred to as the "City".

The Contractor shall be responsible for the collection and proper disposal of all refuse and recyclables from all residential buildings and condominium associations pursuant to this agreement. The Contractor shall provide and furnish all of the labor, materials, necessary tools, expendable equipment and supplies, vehicles, transportation services, permits, and landfill space required to perform and complete the collection from all units and disposal of refuse; and arrangements with processors required to perform and complete the collection from all units and marketing of recyclables.

A. INCLUDED MATERIALS:

1. General household trash and refuse.

2. All items required to be recycled by Wisconsin statutes, including glass, metal cans, plastic containers, aluminum, newspapers, mixed paper, magazines, phone books, and corrugated cardboard.

3. Automotive batteries with the bulk items collection (See Section C (4)).

4. Furniture and appliances with the bulk items collection (See Section C (4)).

5. Motor oil if properly contained and tightly capped with the bulk items collection (See Section C (4)).

6. Tires – no more than 4 per week, 8 per year, with the bulk items collection (See Section C (4)).

7. Electronic devices banned from landfills in 2009 Wisconsin Act 50. Banned items include TV's, computers, peripherals, VCR's, and many other devices, with the bulk items collection (See Section C (4)).

B. ITEMS NOT INCLUDED:

1. Earth, rocks, concrete, loose construction and demolition materials, trees or parts thereof. See section C (4) for bulk items collection.

2. Yard waste is not included in the regular curbside collections. Yard waste dumpster service at the City garage is included.

3. Hazardous, toxic or infectious materials, including any items recognized as special waste by the State of Wisconsin.

C. SERVICE DETAILS:

1. Collection of NON-RECYCLABLE TRASH 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 NON-RECYCABLE TRASH shall be placed by residents in a 96-gallon BROWN CART which is provided by the Contractor.

2. Collection of RECYCABLES will be made every other week, 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. Recyclables shall be commingled. All RECYCLABLES shall be placed by residents in a 96-gallon GREEN CART which is provided by the Contractor.

3. The Contractor shall make collections with as little noise and disturbance to City residents as possible. Permitted collection hours are to be between 6:00 a.m. and 6:00 p.m. Pickup will be on Wednesday.

4. Collection of BULK ITEMS. Bulk items will be collected on the 3rd Wednesday of each month. There is no need for residents to call to have bulk items removed. Items collected with the bulk items pick-up include:
    - Furniture
    - Appliances (including microwaves and items containing CFC's such as refrigerators)
    - Automotive tires, truck tires and tractor tires, provided that tires over 42" in diameter are quartered (4 per collection, 8 per year total)
    - Drain oil in one (1) gallon or larger containers with secure lids that are labeled as 'drain oil'
    - Automotive batteries
    - Earth, rocks, concrete, loose construction and demolition materials are included with the bulk items collection if contained in 32 gallon cans that weigh less than 60 pounds (no limit on the number of cans).
    - Electronic devices banned from landfills in 2009 Wisconsin Act 50. Banned items include TV's, computers, peripherals, VCR's, and many other devices.

5. HOLIDAY'S. When the collection day is interrupted by a holiday, pickup will be the following day.

6. NO HAZARDOUS, toxic or infectious waste will be accepted, except for specific items listed in this contract such as appliances containing CFC's and automotive batteries.

7. LITTER. 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.

8. REFUSE and RECYCLING CARTS. The Contractor shall initially provide each residential unit with one cart for refuse and a second cart for recycling. The Contractor will deliver the carts to new units after notification of occupancy by the City. All carts are the property of the City for the duration of this agreement and must stay with the home. At the end of the agreement the contractor will take ownership of the carts and remove each cart from the City. 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. In the event the homeowner is responsible for the damaged cart(s), the replacement cost of $60 will be billed directly to the homeowner by the Contractor. 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 snow plows or passing vehicles.

9. DISABLED RESIDENTS as identified by the City shall receive doorway service at no extra cost.

10. CITY OWNED PROPERTIES: The Contractor agrees to provide the City with a special service to meet all the needs for garbage and recycling removal from the City-owned locations, including parks, the Public Safety Building, the Public Library, the City Garage, and all other properties and facilities owned and maintained by the City at no additional cost. This does not include sludge from the Waste Water Treatment Plant. Trash containers in the business district and at designated locations, which are owned by the City, shall also be emptied weekly.

D. <u>TERM and COST:</u>

1. ANNUAL COST. The City agrees to pay the Contractor the following fees for in conjunction with the services rendered pursuant to this Contract:

- Refuse collection including disposal for all residential buildings and condominium associations with 4 units or less, per unit per month
  @ $9.00 for 2017

- Recycling collection, processing and marketing per unit per month
  @ $3.00 for 2017

- Refuse collection for Multi-Family Complexes Above 4 units, per unit per month @ $8.00 for 2017

- Commercial properties will be included as identified by the City. Commercial properties will receive the same services as residential properties at the same rates identified in Sec D of this agreement with one exception - commercial properties will not receive the bulk items collection.

- The unit count will be increased to account for new or annexed homes and may be lowered to account for razed or condemned units. All units that are able to be occupied will be included in the count once an occupancy permit is issued until the unit is condemned or razed.
- Yard waste dumpster service will be at a lump sum cost of $9370.00 for 2017

TERM. This Contract shall be in effect for the period, January 1, 2017 through December 31, 2021. The City may opt to extend the agreement to include 2022 and 2023 at its sole discretion. The Contractor may increase the fees charged for 2018, 2019, 2020, 2021, 2022 and 2023 by notifying the City of the fee increase not later than October 1st preceding the year in which the fee increase will be effective. The Fee increase shall be in an amount not to exceed the cost of living percentage (CPI-U- Midwest, the Consumer Price Index for All Urban Consumers-Midwest Region) as calculated annually and published by the Bureau of Labor Standards in August of each year provided that in no event shall the fee increase be in an amount to exceed three percent (3%), after adjusting for new homes added."

2. In no event shall the Contractor increase the fees during the current year of an agreement.

   Payments of contract service fees shall be made within 30-days of the end of each month and shall be based upon full-month occupied residential units, calculated at the end of each month.

3. The City may terminate this Agreement for unsatisfactory service upon sixty (60) days written notice. Unsatisfactory service shall include, but not be limited to, consistent or recurring failure to provide timely collection, omission of collections, failure to leave the collection sites in good order, delivery of recyclables to landfills, unless those recyclables were comingled with solid waste by the residents or commercial units, and failure to provide a regular and accurate accounting for disposal of refuse, recyclables, or similar deviations from the contract requirements. Termination under this subsection shall not become effective if the Contractor remedies or cures the unsatisfactory service to the City's satisfaction within thirty (30) days of mailing of notice and termination. Notice and termination under this subsection shall include recitation of the Contractor's right to cure a claim of unsatisfactory service. All notices shall be mailed via registered U.S. Mail to the City and the Contractor.

4. DUMPING FEES. Any and all "dumping fees" (broadly defined to include all fees and taxes imposed by Rock County, the State of Wisconsin and the Federal Government, or any division or 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 Section 289.63, 289.64, 289.67, 289.64 (2) Wisconsin Statutes, including any revisions that may be made thereto during the term of this Contract, along with any other fee or tax must be paid for by the Contractor in order for this contract to be performed in compliance with law, shall be paid fully and timely by the Contractor; and the compensation paid to the Contractor pursuant to this contract shall be deemed to include any portion of such fees or taxes as may otherwise be the obligation of the City. Any government imposed or increased landfill taxes or fees instituted after January 1, 2017 are not included and will be the responsibility of the City.

E. <u>SPECIAL PROVISIONS:</u>

1. RECYCLING RECORDS. The Contractor shall keep a record of total weights of both solid waste and of each category of recyclables collected from the City and report those totals to the City on a quarterly basis.

2. DATA AND RECORD COLLECTION. The Contractor shall collect data and provide the City with a quarterly status report on the recycling collection containing the following information:

   Total weight of each recyclable material commodity collected that quarter, segregated so the City has the information it needs to complete reports required by the Wisconsin Department of Natural Resources.

3. CONTRACTOR OFFICE. The Contractor shall maintain an office which it may be contacted directly, where service may be applied for, where the public and the City personnel may call or send inquiries and complaints, and where the public and the city personnel may send and receive instructions. The office shall be equipped with sufficient telephones and shall have a responsible person in charge during collection hours. These services shall be operated between the hours of 8:00 a.m. to 4:30 p.m., Monday through Friday, and 8:00 a.m. to noon on Saturdays except during holidays. The City will publicize the customer service telephone number(s) of the Contractor.

4. INSURANCE. The Contractor shall maintain such insurance as will protect the Contractor from claims under workers' compensation acts, and from any other claims for property damage, bodily injury or personal injury, including death, which may arise from operations under this contract, whether such operations by the Contractor, or by any subcontractor or anyone directly or indirectly employed by either of them. Certificates of Insurance and required City endorsements, naming the city as co-insured, shall be filed with the City prior to the start of the

Contractor's services for the City. Proof of such insurance shall be provided to the City clerk annually.

The Contractor shall carry at its own costs, the following minimum insurance coverage:

a. Workers' compensation and employers liability.
   i. Workers' compensation: statutory in Wisconsin.
   ii. Employer's liability at a level of not less than $1,000,000.

b. General liability insurance (each accident/occurrence).
   i. Bodily injury at a level of not less than $1,000,000/$1,000,000.
   ii. Property damage at a level of not less than $1,000,000/$1,000,000.
   iii. Personal injury at a level of not less than $1,000,000/$1,000,000.

c. Auto liability insurance (each accident/occurrence).
   i. Bodily injury at a level of not less than $1,000,000/$1,000,000.
   ii. Coverage shall extend to all owned, leased or hired vehicles.

d. Umbrella liability coverage of $5,000,000 for each occurrence, $5,000,000 aggregate.

6. PROCESSING, RECYCLING and DISPOSAL. The Contractor agrees to dispose of refuse in compliance with all City, County, and State of Wisconsin and Federal Government ordinances, codes, statutes, and rules, including, but not limited to, all applicable recycling laws, environmental laws and waste disposal laws.

7. MARKETING of RECYCLABLES. The Contractor agrees to market all recyclables. The Contractor shall retain the proceeds from the sale of materials and shall be responsible for the cost of recycling materials with a negative value such as tires and glass.

8. EDUCATION and PROMOTION. The City and the Contractor shall coordinate their efforts to publicize and promote the recycling program and educate the citizens regarding recycling. The City and the Contractor will review and approve promotional activities jointly.

GENERAL PROVISIONS

1. INDEMNITY. The contractor shall indemnify, defend, save, and hold harmless the City, its officers and employees from any and all liability, losses, costs, expenses, demands, taxes, claims, damages, lawsuits, proceedings, or causes of action, including workers' compensation claims, of any kind or nature whatsoever, including reasonable attorney's fees and costs of defense, that the City may suffer, incur, sustain, or become liable for, on account of any injury to or death of its employees, or injury or death to any other person, or damage to or injury to any

property, in any way resulting from, arising out of, in connection with or pursuant to this Agreement caused by the Contractor, its agents, retailers, employees, or any subcontractors in performance of the services to be conducted, including ownership, maintenance, use, operation, or control of any vehicle owned, operated, maintained, or controlled by the Contractor or subcontractor.

The Contractor shall not be liable for any claims of liability resulting solely from the negligence or willful misconduct of the City, its agents, or employees.

2. ASSIGNABILITY of AGREEMENT. This Contract is not assignable by the Contractor of record, without the express written consent of the City, and in the event of bankruptcy, assignment for the benefit of creditors, or a petition for receivership relative to the Contractor of record, the City may, without notice, declare this contract at an end, at its option.

3. SUBCONTRACTING. 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 City. 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.

4. INDEPENDENT CONTRACTOR. The contractor shall be deemed an independent contractor, solely responsible for control and payment of its employees and compliance with all applicable Federal, State and local laws.

5. DAMAGES. The Contractor shall take all necessary precautions for the protection of property. The Contractor shall be responsible for damages to property resulting from the operation of vehicles or the handling of any receptacle. All property which suffers damage caused by the Contractor shall be repaired or replaced as soon as possible to equivalent quality at the time of damage at no cost to the property owner or to the City. If the Contractor fails to repair or replace damaged property, the City may, after giving the Contractor notice in writing and 30 days to repair or replace, repair or replace such property as may be deemed necessary at the Contractor's expense. The cost of such repair or replacement shall be deducted from the Contractor's monthly bill.

6. EMPLOYEES AND CONDUCT. The Contractor shall undertake to perform all collection and disposal services in a neat, orderly, and efficient manner; to use care and diligence in the performance of this agreement; to provide neat, orderly, and courteous personnel on its collection crews; and to provide courteous and knowledgeable personnel in its customer service function.

   The Contractor shall conduct itself both in relations with the City and City residents in a personable, professional manner. The Contractor should also act in an ethical manner throughout the term of this agreement.

All Employees of the Contractor shall be dressed in a neat, professional like manner and shall carry official company identification. All drivers shall carry a valid Wisconsin state driver's license for the class of vehicle operated.

7. REFUSE REQUIREMENTS. Throughout the term of this agreement, the Contractor shall own, co-own, rent, lease, control, or otherwise have access at its cost to a properly-licensed and permitted landfill of sufficient capacity for the disposal of refuse.

   Upon request of the City, the Contractor shall provide proof that such facilities comply with all laws and regulations. This shall not preclude the Contractor from changing the disposal location to a reasonable alternate site, but the Contractor shall notify the City in advance of any changes. Upon request of the City, the Contractor shall furnish evidence of arrangements assuring availability of adequate landfill capacity for disposal of refuse collected under this agreement.

8. RECYCLING REQUIREMENTS. Throughout the term of this Agreement, the Contractor shall own, co-own, rent, lease, or otherwise control, or have access at its cost to a suitable storage/processing facility for the purpose of sorting and/or preparing the collected recyclable material collected to either a processor(s) or broker(s) experienced in processing and marketing recyclables or to a market itself. The Contractor shall be responsible for all collection and transportation costs necessary to bring recyclables to the storage/processing facility. The Contractor shall be responsible for payment of all necessary processing costs for recyclables.

9. VEHICLES. All vehicles shall be kept in good working order and appearance at all times during the term of this agreement. All vehicles shall display the name of the Contractor, a local phone number and a vehicle identification number that is clearly visible on both sides.

   All vehicles shall be fully enclosed and leak proof. They shall be operated in a way that no refuse or recyclables blow off the vehicle. Should refuse or recyclables blow off a vehicle, it shall be immediately cleaned.

10. TITLE TO REFUSE AND RECYCLABLES. Titles to all refuse and recyclables shall pass to the Contractor when materials are placed into the collection vehicle.

11. NOTIFICATIONS. Official notifications to the City, whenever required for any purpose under this agreement, shall be made in writing and address as follows:

    The City of Milton
    City Clerk
    430 East High Street
    Milton, WI 53563

    Official notifications to the Contractor, whenever required for any purpose under this agreement, shall be made in writing and address as follows:

    Johns Disposal Service, Inc.
    Brian Jongetjes
    P.O. Box 329
    Whitewater, WI 53190-0329

12. LEGAL INTERPRETATION. The performance and interpretation of this agreement shall be according to the laws of the State of Wisconsin

13. SEVERABILITY. 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.

14. LAWFULL AGREEMANT. 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 City concerning any matter not expressed herein. The Contractor acknowledges that the City has relied upon the proposal submitted by the Contractor and has awarded the Contract in reliance thereon.

15. PERFORMANCE BOND. The contractor will provide a performance bond in the amount of 25% of the total annual contract amount. The bond shall be subject to approval as to form and content by the City's Attorney.

16. ENTIRETY. 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.

By_____ Date_____
President

THE CITY OF MILTON

By_____ Date_____
Mayor

By_____ Date _____
City Clerk