

TOWN OF COLD SPRING N1409 Fremont Road Whitewater, WI 53190 (262) 473-6227		
Chair	Steve Hoffmann N426 Woodward Rd Whitewater, WI 53190	PH: (920) 728-3976 steelbrook15@gmail.com
Supervisor	Byron Freeman N1362 Fremont Rd Whitewater, WI 53190	PH: (262) 473-9166 freemanbe@live.com
Supervisor	Marisa Piper N819 County Rd D Whitewater, WI 53190	PH: (920) 723-2279 pipermarisa6@gmail.com
Clerk	Lisa Griep W3497 Vannoy Dr Whitewater, WI 53190	PH: (262) 473-6228 townofcoldspring@netwurx.net
Treasurer	Crystal Hoffmann N426 Woodward Rd Whitewater, WI 53190	PH: (920) 728-3978 hoff15w@gmail.com
Assessor	Grota Appraisals N88 W16573 Main St Menomonee Falls, WI 53051	PH: (262) 253-1142 raykoscak@catalisgov.com
Building Inspector	Municipal Zoning & Inspection Services PO Box 123 Jefferson, WI 53549	PH: (920) 675-9062 municipalzoningandinspection@gmail.com
County Supervisor	Matthew Foelker #25 (Ward 1)	2022 Districts Congressional #5 Senate #11 Assembly #33
Population: 803 Monthly meetings held 2nd Thursday of every month Polls: Cold Spring Community Center 7:00 a.m. - 8:00 p.m. (No mail delivery or office hours for Clerk or Treasurer at this address)		



P.O. BOX 329
WHITEWATER, WI 53190
262-473-4700 • Fax: 262-473-6775
www.johnsdisposal.com
email: office@johnsdisposal.com

DISPOSAL SERVICE, INC.

September 16, 2022

The Town of Cold Spring
Attn: Lisa Griep – Town Clerk
W3497 Vannoy Drive
Whitewater, WI 53190

Re: 2023 Rates & Extension Proposal

Dear Town Board,

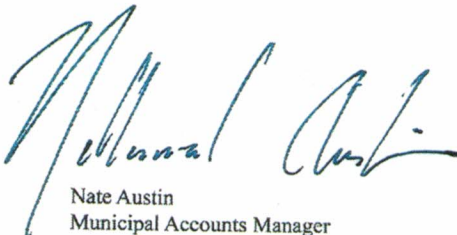
Collection in the Town has continued to operate very smoothly despite very high labor, fuel, and truck costs in 2022. Unfortunately, recycling values have again taken a turn for the negative and currently cost the same as landfilling. CPI is currently at 8.0%. We are requesting an 8.0%, cost of living increase for next year as outlined in the table below:

SERVICE	2022	2023 NO EXTENSION	INCREASE	2023 W/ EXTENSION	INCREASE
GARBAGE	\$13.75	\$14.85	\$1.10	\$14.50	\$0.75
RECYCLE	\$5.75	\$5.55	\$0.40	\$5.35	\$0.20
BULK	<i>Included</i>	<i>Included</i>	<i>n/a</i>	<i>included</i>	<i>n/a</i>
TOTAL	\$18.90	\$20.40	\$1.50	\$19.85	\$0.95

We are entering into the final year of our current agreement (2023). If the Town has been pleased with our service, we are willing to reduce our rate request to 5% for 2023 in exchange for a new five-year agreement. The proposed new agreement will be for the same level of services that your residents currently receive.

Please do not hesitate to reach out to me directly at 262-473-4700 ext. 224 if you have any questions or would like to schedule a meeting.

Sincerely,



Nate Austin
Municipal Accounts Manager

PRINTED ON RECYCLED PAPER

Residential • Commercial • Industrial • Recycling • Refuse Disposal

AGREEMENT

Roadside Collection of Solid Waste and Recyclables

This contract made and entered into this 9th day of November, 2022 by and between Johns Disposal Service, Inc., hereinafter referred to as the "Contractor" and the Town of Cold Spring, Wisconsin, hereinafter referred to as the "Town".

This agreement replaces the agreement for The Roadside Collection of Solid Waste and Recyclables dated January 12, 2017, and amended on January 1, 2019, for the period 1/1/2017 through 12/31/2023.

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

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, corrugated cardboard and scrap metal.
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 — no more than two per month (See Section C).

B. ITEMS NOT INCLUDED:

1. Earth, rocks, concrete, loose construction and demolition materials, trees or parts thereof. See section C (3) for bulk materials collection.
2. Yard waste is not included in the regular weekly, biweekly or monthly bulk collections.
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 roadside of their homes by 6:00 a.m. on the day of collection. All NON-RECYCABLE TRASH shall be placed by residents in a BROWN CART which is provided by Johns Disposal Service.
2. Collection of RECYCABLES 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.
- c) Bulk Items Collection includes large items such as including furniture and appliances. Items are to be placed at least four (4) feet from the curb. Residents must call at least 48-hours in advance to arrange collection of bulk items. Residents may schedule one bulk items collection per month at no cost to the homeowner. Additional scheduled monthly bulk items collections may be set up by the homeowner with the contractor for a separate fee invoiced by the Contractor directly to the homeowner.

Acceptable Items Included in the Bulk Items Collections:

- a. Furniture
 - b. Appliances (including items containing CFC's such as refrigerators)
 - c. Automotive tires, truck tires and tractor tires provided that tires over 42" in diameter are quartered (2 per month, 8 per year)
 - d. Drain oil in one (1) gallon or larger containers with secure lids that are labeled as 'drain oil'
 - e. Automotive batteries
 - f. Earth, rocks, concrete, loose construction and demolition materials can be included with the bulk items collection if contained in 32-gallon cans that weigh less than 60 pounds when filled.
 - g. There is no limit on the number of cans that will be collected thru the bulk item program; however, all cans shall be 32 gallons in size or less, shall be made of metal or durable plastic, shall have a lid and secure handles, AND shall weigh less than 60 pounds when filled.
3. HOLIDAY'S. When the collection day is interrupted by a holiday, pickup will be the following day.
 4. NO HAZARDOUS, toxic or infectious waste will be accepted, except for the specific items listed in this contract such as appliances containing CFC's and automotive batteries.
 5. 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.

6. REFUSE and RECYCLING CARTS. The Contractor shall initially provide each new 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 Town. All carts are the property of the Contractor 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.
7. DISABLED RESIDENTS as identified by the Town shall receive doorway service at no extra cost.
8. TOWN OWNED PROPERTIES will be provided dumpster or cart service for garbage and recycling at no extra charge.

D. TERMS and COST:

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

Refuse collection per unit/per month including disposal at	\$14.50
Recycling collection per unit/per month at	<u>\$5.35</u>
Monthly total per unit at	\$19.85

2. TERM. This Contract shall be for the period, January 1, 2023, through December 31, 2027. This contract will be for five (5) years. Rate increases listed above are for 2023. Rates for 2024, 2025, 2026 and 2027 shall not exceed the cost-of-living percentage (CPI-U, The Consumer Price Index for All Urban Consumers). The Contractor may re-negotiate the conditions of compensation of this contract each year, provided that the Town receives a request for change from the Contractor before October 1. The Town may terminate the agreement at the end of each year if the contractor requests increase greater than (CPI-U) or if the Town is not satisfied with the quality of service. Payments of contract service fees shall be made each month and shall be based upon full month occupied residential units, calculated at the end of each month. The contractor will assist in providing the list of units serviced but the final unit count will be determined by the Town.
3. DUMPING FEES. Any and all "dumping fees" (broadly defined to include all fees and taxes imposed by Jefferson 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 Town.

4. **NUMBER** of UNITS on September 30, 2022 is 298

E. SPECIAL PROVISIONS:

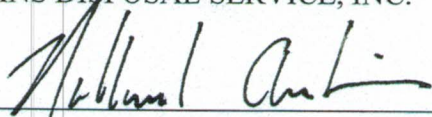
1. **RECYCLING RECORDS.** The Contractor shall keep a record of total weights of both solid waste and of each category of recyclable collected from the Town and report those totals to the Town on a quarterly basis.
2. **DNR REPORTNG.** The Contractor shall assist the Town in making reports to the Department of Natural Resources in conformance with State recycling mandates.
3. **CONTRACTOR OFFICE.** The Contractor shall maintain a telephone service at its office during business hours for receiving calls or complaints relative to the service and shall maintain an official address for such purpose. 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 Town upon request. The Town will refer to or inform the Contractor of any complaints which it receives.
4. **INSURANCE.** The Contractor shall have Worker's Compensation Insurance, Comprehensive General Liability Insurance, Property Damage and Motor Vehicle insurance, in sufficient amounts to adequately protect against all risks associated with the activities contemplated by this contract, the adequacies of which shall be subject to the approval by the Town. The Town shall be named as an additional insured. Contractor shall provide the Town with proof of insurance.
5. **PROCESSNG, RECYCLING and DISPOSAL.** The Contractor agrees to dispose of refuse in compliance with all Town, 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.
6. **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.
7. **EDUCATION and PROMOTION.** The Town and the Contractor shall coordinate their efforts to publicize and promote the recycling program and educate the citizens regarding recycling. The Town and the Contractor will review and approve promotional activities jointly.

F. GENERAL PROVISIONS:

1. INDEMNITY. In addition to, and not to the exclusion or prejudice of any provisions of this agreement or documents incorporated herein by reference, the Contractor shall indemnify and save harmless and agrees to accept tender of defense and to defend and to pay any and all legal, accounting, consulting, engineering and other expenses related to the defense of any claim asserted or imposed upon the Town, its officer, agents, employees and independent contractors growing out of this agreement by any party or parties.
2. ASSIGNABILITY of AGREEMENT. This Contract is not assignable by the Contractor of record, without the express written consent of the Town, and in the event of bankruptcy, assignment for the benefit of creditors, or a petition for receivership relative to the Contractor of record, the Town 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 Town. 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. LEGAL INTERPRETATION. The performance and interpretation of this Agreement shall be according to the laws of the State of Wisconsin.
5. 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.
6. LAWFULL AGREEMENT. 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 Town commencing any matter not expressed herein. The Contractor acknowledges that the Town has relied upon the proposal submitted by the Contractor and has awarded the Contract in reliance thereon.
7. 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.

Signature Page to Follow

JOHNS DISPOSAL SERVICE, INC.

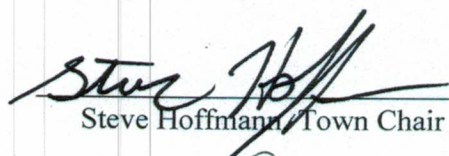


Nate Austin, Municipal Account Manager

11/10/22

Date

THE TOWN OF COLD SPRNG



Steve Hoffmann, Town Chair

11-9-22

Date



Lisa Griep, Town Clerk

11/9/22

Date



THE HUMANE SOCIETY OF JEFFERSON COUNTY, INC.

W6127 Kiesling Road, Jefferson, Wi. 53549

(920) 674-2048 Fax (920) 674-9176

SMALL ANIMAL COLLETION CONTRACT

THIS CONTRACT, made and entered into by and between the **Town of Cold Springs**, a municipal corporation, organized and existing under and by virtue of the laws of the State of Wisconsin, hereinafter called First Party, and the Humane Society of Jefferson County, Inc., a private non-profit corporation, with its principal place of business in Jefferson County, Wisconsin, hereinafter called the Second Party.

WITNESSETH:

In consideration of this contract, First Party agrees to allow Second Party to retain all boarding fees and agrees to pay **\$156.95** monthly or **\$1,883.40** annually, to collect, impound, process, and dispose of all dogs and cats unlawfully at large in the **Town**. If the First Party chooses to pay the full annual balance within 30 days of the start of the calendar year, a discount of **1.5%** will be applied to the annual fee, for a total payment of **\$1,855.15**.

The payment to be made by the First Party shall be computed upon the basis of the population of said city as established by the newer of the most recent Federal Census or most current estimate, at the rate of **\$2.58 (Two dollars and fifty-eight cents)** for each person living within such area. The population of the **Town of Cold Springs** based on most current estimate, is **730**.

Second Party in connection herewith specifically agrees to perform the following services:

1. The Second Party will furnish and maintain facilities and equipment adequate for the housing, shelter, care, and disposal of all dogs and cats unlawfully at large, and to impound them under and pursuant to Wisconsin Statutes and ordinances of the **Town** now existing or as hereafter amended, the object being to impound such stray dogs and cats and to return to the rightful owner or place in a new home or euthanize same under the ordinances of the First Party. **Animals other than dogs and cats will be boarded for the required holding period and if not redeemed and reimbursed by the owner, the cost of caring for said animal shall be billed to the municipality.**
2. The Second Party will impound and keep such animals above referred to until otherwise disposed of in accordance with Wisconsin Statutes and the ordinances of the First Party, now in force, or as hereafter amended during the term covered by this contract, and will employ and pay competent persons to perform and will collect,

take, keep and dispose of all dogs and cats tendered to it by or from any department of the First Party. Such animals will be received or picked up during regular business hours of the Second Party. For purposes of redemption of stray dogs and cats, the Animal Shelter shall be open at least thirty hours per week.

3. Second Party will wholly cooperate with First Party and any and all departments of the First Party in performance and observance of the ordinances of the First Party and Wisconsin Statutes.
4. Second Party will cooperate with any duly elected or appointed official of the First Party in the prosecution of violations of any ordinance of the First Party in the prosecution of violations of any ordinance of the First Party or Wisconsin Statutes, with respect to dogs or cats. Second Party agrees to maintain telephone answering services and provide two-way communication with at least one animal control vehicle. Second Party agrees to provide First Party with the names and addresses of owners redeeming stray pets after all legal obligations have been met pursuant to ordinances of the First Party.
5. The term of this contract shall be for a period of twelve months starting on **January 1, 2023** and ending on **December 31, 2023**.
6. This contract shall be in full force and effect, and binding upon the parties hereto, when legally executed by the First Party by resolution approved by the **Town** of the First Party, and when executed by the Second Party by its proper officers as provided by the Second Party by its proper officers as provided by law.
7. Second Party agrees to fulfill the First Party's requirement under Jefferson County Ordinance 24 to impound any stray dog or cat that is suspect in a bite case, for a ten-day observation period as required by state law.
8. Second Party agrees to carry liability insurance which shall save harmless the First Party and protect the public and any person from any and all claims for damages by reason of bodily injury or property damage arising from the activities by the Second Party under the terms of this contract. Upon approval of this contract by the **Town** Council the Second Party shall furnish the First Party with proper affidavits executed by representatives of insurance companies qualified to do business in Wisconsin, evidencing that said insurance company or companies have issued liability insurance policies effective during the life of this contract, protecting the public and any person from injuries or damage sustained by reason of the carrying out of the activities under this agreement. The affidavit shall specifically evidence the following forms of insurance protection:
 - a. Public liability insurance covering all activities and operations performed by the persons directly employed by the Second Party.

- b. Bodily injury liability insurance and property damage liability insurance on any and all motor vehicles employed in the activities and operation of the Second Party under this agreement, whether owned by the Second Party or by other persons, firms, or corporation.
9. Second Party shall have the right to retain any all voluntary contributions received by it in connection with the collection and disposal of animals under the contract and shall further have the right to dispose of such animals as provided for by Wisconsin Statutes and the ordinances of the First Party.
10. In addition thereto, Second Party shall report monthly to the First Party by giving a complete record of all the animals handled by Second Party for the First Party.

IN WITNESS WHEREOF

By: _____

the parties have executed this agreement on the 9th day
of March, 2023.

Or by: _____
Mayor/Administrator

Or by: [Signature]
Chairperson

ATTEST:

[Signature]
Clerk

[Signature]
Treasurer

THE HUMANE SOCIETY OF JEFFERSON COUNTY, INC.

By: _____
Executive Director

By: _____
Board President

AGREEMENT FOR BUILDING INSPECTION SERVICES

THIS AGREEMENT is between the Town of Cold Spring ("Town"), a Wisconsin municipal corporation and KAHUBE, LLC d.b.a. Municipal Zoning and Inspection Services ("MZIS"), a Wisconsin limited liability company.

1. **EXCLUSIVE AGREEMENT.** The Town agrees that while this Agreement is in effect MZIS will be its exclusive provider of building inspection services.
2. **SCOPE OF WORK.** MZIS agrees to provide the Town with building inspection services. "Building inspection services" includes:
 - a. Inspection for compliance with relevant state and local building, plumbing, electrical, HVAC, and energy codes of all new construction, remodeling, renovation, and repair projects undertaken in the Town.
 - b. Inspection for compliance with relevant local zoning regulations.
 - c. Inspection for compliance with relevant property maintenance and public nuisance regulations.
 - d. Consistent with its obligations hereunder, MZIS will issue appropriate permits, collect relevant fees, keep regular written records of its activities and submit permit applications and regular reports to the Town.
 - e. Consistent with its obligations hereunder, MZIS will testify on the Town's behalf at any hearing or legal proceeding that involves issues of compliance with relevant state and local regulations.
3. **OBLIGATIONS OF MZIS.** MZIS agrees to provide building inspection services in a professional, workman-like manner, consistent with the standard of care in the building inspection industry. MZIS further agrees to:
 - a. At its expense, provide all necessary licensed inspectors.
 - b. At its expense, provide all vehicles to perform inspection, supply fuel, and provide for all licensing and maintenance of all vehicles.
 - c. At its expense, assure that all inspectors are properly licensed.
 - d. At its expense, provide adequate vehicle and liability insurance.

e. Be available to Town residents during regular working hours, Monday through Saturday, by appointment.

4. **OBLIGATIONS OF THE TOWN.** The Town agrees to:

a. By ordinance, charge its citizens reasonable fees for building inspection services and from time-to-time to review those fees as recommended by MZIS.

b. At its expense, provide legal counsel to MZIS on matters related to building inspection services, pursuant to § 60.37(2), Stats.

5. **COMPENSATION.** In exchange for providing building inspection services to the Town, the Town will remit to MZIS 80% of all the permit fees collected.

6. **TERM.** This Agreement is on-going and may be terminated by either party, without cause, upon 120 days advance written notice. This Agreement may be terminated by the Town, without notice, on grounds that:

a. That MZIS has engaged in fraud or deceit in its obligations hereunder.

b. That MZIS knowingly aided or abetted the unauthorized inspection of structures by unqualified or unlicensed inspectors.

c. That MZIS engaged in negligent or incompetent conduct in the provision of services hereunder.

d. That MZIS has a conflict of interest in further performance.

7. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Wisconsin. Any dispute regarding the terms of this Agreement shall be resolved in the Jefferson County Circuit Court.



KAHUBE, LLC d.b.a. Municipal Zoning and Inspection Services

By Gregory Noll, a member


Date 12/30/19



Town of Cold Spring

By Mark Hoffmann, Town Chairman

Date 11-19-19



Town of Cold Spring

By Lisa Griep, Town Clerk

Date 11/19/19