

**Office of the Clerk/Treasurer**

W240N3065 Pewaukee Road  
Pewaukee, WI 53072  
(262) 691-0770 Fax 691-1798

**COMMON COUNCIL  
MEETING NOTICE AND AGENDA  
Monday, November 18, 2024  
6:30 PM**

Common Council Chambers ~ Pewaukee City Hall  
W240 N3065 Pewaukee Road ~ Pewaukee, Wisconsin

- 
1. Call to Order and Pledge of Allegiance
  2. Public Comment - Please limit your comments to two (2) minutes, if further time for discussion is needed please contact your District Alderperson prior to the meeting.
  3. Discussion and Possible Action to Reconsider Issuing Server License to Roman Santiago and Eden Crum at the Request of Punjab (Jason) Walia Owner of PB Located at W265 N2693 Meadowbrook Road [Tarczewski]
  4. Discussion and Possible Action Related to the Proposed 2025 - 2029 Police Services Contract Provided by the Waukesha County Sheriff's Department [Klein]
  5. Discussion and Possible Action Regarding the Purchase of Equipment in 2024 for the All-Inclusive Playground and Garrison's Splash Pad Project at the Pewaukee Sports Complex [Phalin / Fuchs].
  6. Discussion and Possible Action Regarding Cardinal Meadow to Approve **Resolution 24-11-22** Accepting Public Improvements [Wagner]
  7. Discussion and Possible Action Regarding the John's Disposal Contract for 2025 - 2029 [Wagner]
  8. Discussion and Possible Action Regarding an Agreement with Waukesha Gun Club to Delay Proposed Storm Water Management Improvements [Wagner].
  9. Discussion and Possible Action Regarding Cedar Gables Phase 2 [Wagner]
    - 9.1 Approve a Stockpiling Agreement.
    - 9.2 Establish a Financial Guarantee Value of \$15,000.
  10. Discussion and Possible Action Regarding Cedar Gables (Formerly Ancient Oaks) Release of the Early Grading and Filling Agreement Financial Guarantee [Wagner]
  11. Discussion and Possible Action Regarding **Resolution 24-11-24** Intending to Reimburse Expenditures for the Ridgeview Well 4 Rehabilitation Project [Wagner / Mueller].
  12. Discussion and Possible Action Regarding Comfort **Resolution 24-11-23** Intending to Reimburse Expenditures for the Still River Well 8 Pump and Rehabilitation and PFAS Treatment Testing Project [Wagner / Mueller]
  13. Discussion and Possible Action Regarding Still River Well 8 Well and Pump Rehabilitation [Wagner / Mueller]
    - 13.1 Adopt **Resolution 24-11-25** Declaring Official Intent to Reimburse Expenditures.

- 13.2 Award the Contract to the Lowest Qualified Bidder Mid City Corporation in the Amount of \$107,038.35.
14. Discussion and Possible Action to Approve the Contract with the Humane Animal Welfare Society (HAWS) for the years of 2025, 2026 and 2027 in the amount of \$6,888.97 Per Year [Tarczewski]
  15. Discussion and Possible Action to Approve the Accounts Payable Listing Dated November 18, 2024 [Tarczewski]
  16. Public Comment - Please limit your comments to two (2) minutes, if further time for discussion is needed please contact your district Alderperson prior to the meeting.
  17. Closed Session – You are hereby notified that the Common Council and staff of the City of Pewaukee will convene into closed session after all regular scheduled business has been concluded and upon motion duly made and seconded and acted upon by roll-call vote as required under §19.85(1)(a), Stats. The purpose of the closed session is for the following:
    - §19.85(1)(e): Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session specifically related to the Joint Library Lease Agreement.

You are further notified that at the conclusion of the Closed Session, the Common Council may convene into open session pursuant to 19.85(2), Stats., for possible additional discussion and action concerning any matters discussed in closed session and for adjournment.

18. Adjournment

Kelly Tarczewski  
Clerk/Treasurer

November 15, 2024

**NOTICE**

It is possible that members of other governmental bodies of the municipality may be in attendance to gather information that may form a quorum. At the above stated meeting, no action will be taken by any governmental body other than the governmental body specifically referred to above in this notice.

Any person who has a qualifying disability under the Americans with Disabilities Act that requires the meeting or materials at the meeting to be in an accessible format must contact the Clerk/Treasurer, Kelly Tarczewski, at (262) 691-0770 three business days prior to the meeting so that arrangements may be made to accommodate your request.

**CITY OF PEWAUKEE  
COMMON COUNCIL AGENDA ITEM 3.**

**DATE:** November 18, 2024

**DEPARTMENT:** Clerk/Treasurer

**PROVIDED BY:**

***SUBJECT:***

Discussion and Possible Action to Reconsider Issuing Server License to Roman Santiago and Eden Crum at the Request of Punjab (Jason) Walia Owner of PB Located at W265 N2693 Meadowbrook Road [Tarczewski]

***BACKGROUND:***

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

**CITY OF PEWAUKEE  
COMMON COUNCIL AGENDA ITEM 4.**

**DATE:** November 18, 2024

**DEPARTMENT:** Clerk/Treasurer

**PROVIDED BY:**

***SUBJECT:***

Discussion and Possible Action Related to the Proposed 2025 - 2029 Police Services Contract Provided by the Waukesha County Sheriff's Department [Klein]

***BACKGROUND:***

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

**ATTACHMENTS:**

Description

Proposed Contract 2025-2029

Financial Information



Contract for Police Patrol Services  
Between Waukesha County and City of Pewaukee

This contract is hereby entered into between WAUKESHA COUNTY, a quasi-municipal corporation, hereinafter referred to as "COUNTY" and the CITY OF PEWAUKEE, a municipal corporation, hereinafter referred to as "MUNICIPALITY" as follows:

1. The COUNTY shall furnish to the MUNICIPALITY police patrol services to be rendered by deputies with all necessary equipment for the following periods:
  - Three (3) deputies from 7:00 am to 3:00 pm seven (7) days a week.
  - Three (3) deputies from 3:00 pm to 11:00 pm seven (7) days a week.
  - Two (2) deputies from 11:00 pm to 7:00 am seven (7) days a week.
  - One (1) deputy for one 5 days on, 2 days off, 4 days on, 2 days off rotating shift from 3:00 pm to 11:00 pm
  - One (1) deputy for one 5 days on, 2 days off, 4 days on, 2 days off rotating shift from 11:00 pm to 7:00 am
  - One (1) lieutenant Monday-Friday from 7:30 am to 3:30 pm. The lieutenant position will not be backfilled when he/she is at training or utilizing benefit time.
  - One (1) lieutenant for one 4 days on, 2 days off rotating shift from 2:24 pm to 11:00 pm. The lieutenant position will not be backfilled when he/she is at training or utilizing benefit time.
  - Two (2) detectives Monday-Friday, from 7:30 am to 3:30 pm. The detective positions will not be backfilled when he/she is at training or utilizing benefit time.
  - One (1) deputy Monday-Friday assigned to the Waukesha County Drug Task Force from 10:00 am to 6:00pm. The deputy will not be backfilled when he/she is at training or utilizing benefit time.

Any changes to the schedule set forth above are subject to the approval of the Sheriff. The MUNICIPALITY may request a change to this schedule of days per week, hours or supervision upon thirty (30) days written notice to the Sheriff of Waukesha County provided that the hours within a shift always remain consecutive.

2. The Sheriff shall have supervisory control over the personnel providing these services. The Sheriff shall retain the final authority to make decisions as to the manner in which services shall be rendered.
3. The Sheriff will provide patrol functions as follows:
  - (a) During patrol hours, the patrol unit will provide continual patrol in the MUNICIPALITY. The unit will be first responder to all dispatched events in the MUNICIPALITY. The unit will begin and end its patrol tour from a location

mutually agreed upon by the MUNICIPALITY and the COUNTY. It may leave the boundaries of the MUNICIPALITY in those situations that would require mutual aid assistance by the COUNTY or neighboring municipality.

- (b) Every effort will be made to respond to MUNICIPALITY needs and desires. The MUNICIPALITY will designate a liaison person(s) to provide the Sheriff with any information as to concentration of patrol efforts, special assignments, etc. the MUNICIPALITY desires.
- (c) To ensure continuity, the Sheriff will assign officers to the MUNICIPALITY patrol on an annual basis whenever possible. The Sheriff will consider requests by the MUNICIPALITY for changes in assignment but retains final authority in those assignments.
- (d) The MUNICIPALITY will be provided with:
  - Three vehicles with a two-year use life
  - One vehicle with a three-year use life
  - Three vehicles with a five-year use life

Each year, the MUNICIPALITY will be responsible for paying one-half of the cost of each of the vehicles with a two-year use life, one-third the cost of the vehicles with a three-year use life and one-fifth of the cost of the vehicles with a five-year use life. Equipment installed in the vehicle will be assessed to the MUNICIPALITY through a yearly charge based on the average useful life of the equipment and the acquisition cost of the equipment. All patrol vehicles furnished by the COUNTY under this contract shall carry the identifying marks of the Sheriff's Department and will also bear the name of the MUNICIPALITY. However, the Waukesha County Sheriff reserves the right under this contract to use any vehicle or equipment as he deems necessary under the circumstances. All vehicles shall remain the property of the COUNTY.

- (e) The MUNICIPALITY will be assessed a yearly charge for equipment (other than the equipment installed in the vehicle and referred to in the section above) used by the COUNTY to perform the duties outlined in the contract. The equipment shall remain the property of the COUNTY.

4. Payment terms are:

- (a) The MUNICIPALITY shall pay the COUNTY a sum of \$299,114.69 per month for 12 months. The COUNTY will issue the bills in the following manner: two monthly bills will be issued in January and one bill will be issued February-November so the MUNICIPALITY will pay for the services prior to it being delivered. Payment will be made monthly, no later than thirty days after the bill

is issued. In addition to this monthly charge, the MUNICIPALITY shall reimburse the COUNTY on a quarterly basis for overtime expenditures as calculated by the COUNTY thereunder for overtime hours arising from MUNICIPALITY patrol functions, including overtime spent in court in connection with the prosecution of MUNICIPAL ordinances.

- (b) Costs for this contract are based on Attachment One (1) which is incorporated herein by reference. These costs will be recalculated annually and provided to the MUNICIPALITY and considered an attachment to this contract when provided. Costs in Tables 1-7 are based on the budgeted costs for the contract year pending collective bargaining contract negotiations; costs in Table 8, Facility Usage Charges are based on COUNTY indirect cost studies for the most recently available year, adjusted for inflation to reflect current year estimated costs. Costs in Table 9, County-wide Indirect Costs will be calculated as a percentage of the total contract costs for tables 1-8. The County-wide Indirect Costs will be 3.5% of the cost of the contract.
  - i. Full costs per shift from Tables 1-7 and Table 9 of Attachment one (1) are charged in each contract year.
  - ii. Costs for Table 8, Facilities Usage Charge, are only charged once per year regardless of number of shifts contracted.
- 5. The MUNICIPALITY shall continue to provide a workspace location with security in compliance with Criminal Justice Security Information (CJIS) requirements and a parking location for the vehicles.
- 6. Any records generated as a result of the service provided under this contract are considered the records of the COUNTY and will be managed in accordance with COUNTY records retention schedules.
- 7. The deputies will enforce all local ordinances. The MUNICIPALITY attorney will handle the prosecution of those matters in any proceedings. It is further agreed that the fines or forfeitures for State charges shall be turned over to the COUNTY and the fines and forfeitures for those offenses that are violations of MUNICIPALITY ordinances will be turned over to the MUNICIPALITY.
- 8. Any violation by the MUNICIPALITY of any portion of this contract shall constitute a breach of this Contract by the MUNICIPALITY. In the event of such breach, the MUNICIPALITY shall be given notice of the breach and shall have forty-five days from the date of notice to remedy the breach in a manner that is acceptable to the COUNTY. If the breach is not remedied, the COUNTY shall have the option of declaring this

Contract immediately terminated by giving written notice of the termination. If this Contract is declared terminated by the COUNTY, the MUNICIPALITY shall pay the COUNTY for such police service rendered through the date of termination, prorated on the basis of the monthly charge set forth above.

9. Any violation by the COUNTY of any portion of this contract shall constitute a breach of this Contract by the COUNTY. In the event of such breach, the COUNTY shall be given notice of the breach and shall have forty-five days to remedy the breach in a manner that is acceptable to the MUNICIPALITY. If the breach is not remedied, the MUNICIPALITY shall have the option of declaring this Contract immediately terminated by giving written notice of the termination. If this Contract is declared terminated by the MUNICIPALITY pursuant to this paragraph, the MUNICIPALITY is not liable for any charges for police services rendered after receipt of written notice of termination by the COUNTY, with payment for services rendered prior to receipt of that notice to be prorated on the basis of the monthly charge set forth above.
10. It is the intent of the parties that the relationship of COUNTY and MUNICIPALITY is that of an independent contractor. The COUNTY is not the employee or agent of the MUNICIPALITY and the MUNICIPALITY is not the employee or agent of the COUNTY. Each party will therefore be responsible for its own acts or omissions and neither party will be obligated to defend or indemnify the other for any claim, loss or liability that results from the other's acts or omissions. Nothing in this paragraph is intended to preclude or foreclose the right of either party to bring a cross claim or third party claim against the other for contribution as a joint tortfeasor.

Nothing in this agreement or the acts of Waukesha County shall in any way constitute a waiver by Waukesha County, its agents, officers and employees of any immunity, liability limitation, limitation on the amount recoverable, or other protections available to Waukesha County under Chapter 893, Wisconsin Statutes, any other applicable statute or law.

11. Additional Terms:
  - (a) The term of this Contract shall be from January 1, 2025, through December 31, 2029, regardless of the dates of the signatures set forth below.
  - (b) The MUNICIPALITY shall provide written notice to the COUNTY no later than April 1<sup>st</sup> of the fifth year of the contract to notify COUNTY of its intent to enter into a new contract for continued police patrol services upon the expiration of this contract. At that time, the parties may negotiate the terms and duration of the new contract. The MUNICIPALITY may request to negotiate a contract amendment by notifying the COUNTY in writing of the desired amendment by June 1<sup>st</sup> of the year preceding the amendment.

- (c) Should the MUNICIPALITY terminate the contract, for any reason including a breach, the COUNTY shall make every effort to reassign personnel within law enforcement functions. In the event the COUNTY is unable to reassign personnel and is required to lay off COUNTY law enforcement personnel, the MUNICIPALITY shall pay the COUNTY the costs of unemployment for the COUNTY personnel until such time that the personnel are rehired or no longer receiving unemployment compensation. The costs associated with the personnel laid off are the responsibility of the MUNICIPALITY, even if the laid off personnel is not necessarily the specific contracted personnel. Such costs will be billed the MUNICIPALITY on a monthly basis on 30 days net terms.
12. This Contract constitutes and contains the entire agreement of the parties, and supersedes any and all other contracts, agreements or understandings between the parties, whether oral or written. Any amendments shall be by mutual agreement of the parties and must be in writing signed by both parties.
13. Continuation of this contract beyond 12/31 of any year is contingent upon the appropriation of funds by the Waukesha County Board of Supervisors.
14. Approval of the Contract: This Contract is subject to the approval of the Waukesha County Board of Supervisors prior to the execution by the Sheriff.
14. Notice required under this contract shall be sent to:  
MUNICIPALITY:  
City of Pewaukee  
Attn. Scott Klein, City Administrator  
W240 N3065 Pewaukee Road  
Pewaukee, WI 53072  
Phone: 262-691-6008  
E-Mail: sklein@pewaukee.wi.us  
Fax: 262-691-1798
- COUNTY:  
Waukesha County Sheriff's Department,  
Attn: Josh Joost, Business Manager  
515 W. Moreland Blvd.  
Waukesha, WI 53188  
Phone: 262-548-7164  
E-Mail: jjoost@waukeshacounty.gov

Attachments: Attachment One

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WAUKESHA COUNTY

CITY OF PEWAUKEE

\_\_\_\_\_  
Eric Severson  
Sheriff

\_\_\_\_\_  
Date

\_\_\_\_\_  
Steve Bierce  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
By:

\_\_\_\_\_  
Date

**Table 1 - Deputy Direct Salary Costs**

	<b>2025 Budget</b>
Salary	\$10,703,456
Education Incentive	\$66,972
Retirement	\$1,600,167
Health Insurance	\$1,493,241
Dental Insurance	\$83,055
Life Insurance	\$30,799
Vision Insurance	\$7,527
Uniform Allowance	\$78,650
Post Employment Health Insurance	\$48,400
Workers Compensation	\$407,320
<b>Total Cost for Deputy Sheriffs</b>	<b>\$15,338,422</b>
Number of Deputy Sheriff Positions	121
Acting Detective Pay	312
Average Cost Per Deputy	\$126,764
Average Hourly Charge (1,744 hours)	\$73
Cost for 5 day a week coverage	\$151,186
Cost for 7 day a week coverage	\$212,242

Municipality	# Shifts	Coverage	Cost
City of Pewaukee (7 day/week coverage)	8	1.67	\$1,697,937
City of Pewaukee (5 day/week coverage)	2	1.19	\$302,372
City of Pewaukee Metro Position	1	1.00	\$127,076
Deputy Back Fill for Lieutenants		0.00	\$0
<b>Deputy Sheriff Cost</b>			<b>\$2,127,386</b>

**Table 2 - Direct Supervision**

Lieutenant Allocation

	# of Lieut.	Ave. Cost Per Lieut.	Total Cost	% Alloc to Patrol	\$ Alloc to Patrol	% Alloc to Contracts	\$ Alloc to Contracts
Lieutenant	8	\$165,937	\$1,327,497	67%	\$889,423	28.4%	\$252,443
Sussex Captain	2	\$176,520	\$353,041	100%	\$353,041		
Deputy	0	\$0	\$0	0%	\$0		
City of Pewaukee	2	\$165,937	\$331,874	100%	\$331,874		

Lieutenant Allocation

Adj Deputies	Sft 1	Sft 2	Sft 3	Total	Adj Alloc	% of Contracts	Lieut Allocation	Cont. Lieut/ 0.19 Deputy	Total Lieutenant
Village of Sussex	1.71	1.75	3.35	6.81	7.7%	26%	\$65,304	\$319,568	\$384,872
Town of Delafield	0.00	1.19	0.00	1.19	1.3%	5%	\$11,443	\$0	\$11,443
Village of Merton	0.00	1.15	0.00	1.15	1.3%	4%	\$11,035	\$11,158	\$22,193
Town of Merton	0.00	0.00	0.00	0.00	0.0%	0%	0	\$0	\$0
Village of Lisbon	1.56	1.67	1.67	4.90	5.5%	19%	\$47,048	\$22,315	\$69,363
Village of Waukesha	0.00	1.19	0.00	1.19	1.3%	5%	11442.97817	\$0	\$11,443
City of Pewaukee	2.43	2.91	4.54	9.87	11.2%	38%	\$94,726	\$331,874	\$426,600
				26.31	29.7%	100%	\$252,443	\$684,915	\$937,358
Adj Contract Deputies	5.69	9.87	9.56	25.12	28.4%				
Non Contract Dep	24.95	20.99	17.44	63.38	71.6%				

\* The V. of Sussex, V. of Merton and C. of Pewaukee deputy counts are adjusted downward to account for supervision that the municipality is purchasing.

Captain Allocation

Deputies	Deputies	% Alloc	Lieutenants	% Alloc	Total	% Alloc	\$ Alloc
Village of Sussex	11.05	10.7%	1.62	15%	12.66	11%	\$48,225
Town of Delafield	1.19	1.2%	0.11	1%	1.30	1%	\$4,953
Village of Merton	1.19	1.2%	0.10	1%	1.30	1%	\$4,939
Town of Merton	0.00	0.0%	0.00	0%	0.00	0%	\$0
Village of Lisbon	5.02	4.9%	0.44	4%	5.47	5%	\$20,820
Village of Waukesha	1.19	1.2%	0.11	1%	1.30	1%	\$4,953
City of Pewaukee	17.78	17.3%	2.89	26%	20.67	18%	\$78,739
Non-Contract	64.38	62.5%	3.62	33%	68.00	61%	\$259,014
	103	100.0%	11	0%	112.00	0%	\$426,596
Deputies/P. Detective	103						
Lieutenants	11						
Captains	5						
Patrol Captains	4	Cost/Capt. \$187,104	Total Capt. \$748,414	57%	\$426,596		

Metro Allocation

Deputies	Deputies/ Detectives/ Officers	Lieutenant & Captain Total	% Alloc	Total	Supervision Cost per FTE
Metro Drug Unit	14.80	\$ 300,169.70	\$ 0.80	\$ 240,135.76	\$ 16,225.39
Deputies/ Detectives/ Officers	14.80				
Lieutenants	\$ 165,937.08				
Captains	\$ 187,103.62				
Byrne Reimbursement	\$ 52,871.00				

**Total Supervision Costs**

**\$521,564**



**Table 3 - Department Level Supervision/Administration**

Position	2025 Bud. Amt	% Alloc to patrol	\$ Alloc. to patrol	\$ Alloc. per position	% Alloc to Contract	\$ Per 1.67 Cont. Pos	\$ Per 1.19 Cont. Pos	\$ Per 1.00 Cont. Pos
Inspector	\$247,916	33%	\$81,812	\$809	25%	\$339	\$241	\$202
Deputy Inspector	\$218,524	70%	\$152,966	\$1,512	30%	\$760	\$541	\$454
Business Manager	\$169,652	50%	\$84,826	\$839	100%	\$1,404	\$1,000	\$839
Administrative Captain	\$187,926	85%	\$159,737	\$1,579	30%	\$793	\$565	\$474
Office Service Coordinator	\$92,368	50%	\$46,184	\$457	25%	\$191	\$136	\$114
Senior Fiscal Specialist	\$100,576	50%	\$50,288	\$497	50%	\$416	\$297	\$249
Fiscal Specialist (AP)	\$83,038	35%	\$29,063	\$287	60%	\$289	\$206	\$172
Admin Specialist (Acc & Trng)	\$78,408	100%	\$78,408	\$775	20%	\$260	\$185	\$155
Financial Analyst	\$105,847	50%	\$52,924	\$523	100%	\$876	\$624	\$523
<b>Total</b>	<b>\$1,387,033</b>	<b>0%</b>	<b>\$838,986</b>	<b>\$8,295</b>	<b>0%</b>	<b>\$5,838</b>	<b>\$4,159</b>	<b>\$3,487</b>

	# Shifts	Coverage	Cost
City of Pewaukee (7 day/week) Deputies	8	1.67	\$46,704
City of Pewaukee (5 day/week) Deputies	2	1.19	\$8,317
City of Pewaukee (5 day/week) Lieutenant	2	2	\$6,974
City of Pewaukee (5 day/week) Detective	1	2	\$6,974
Metro Position	1	1	\$3,487
<b>Pewaukee Department Level Supervision</b>			<b>\$72,455</b>

**Table 4 - Operational Costs**

	2025 Bud Amt	# Pers	\$ per 1.00 Pos.	\$ per 1.67 Pos.	\$ per 1.19 Pos.
Ammunition	\$48,529	117.14	\$414	\$694	\$494
Medical Supplies	\$17,678	117.14	\$151	\$253	\$180
Small Tools/Equip	\$46,571	117.14	\$398	\$666	\$474
Spillman Maintenance	\$77,595	117.14	\$662	\$1,109	\$790
TYME System Access	\$16,679	117.14	\$142	\$238	\$170
Phone Costs	\$51,961	117.14	\$444	\$743	\$529
Radio Charges	\$190,593	117.14	\$1,627	\$2,724	\$1,941
Operational Comp Costs	\$435,648	117.14	\$3,719	\$6,227	\$4,436
Annual Training	\$44,944	117.14	\$384	\$642	\$458
<b>Total Operational Costs</b>			<b>\$7,941</b>	<b>\$13,296</b>	<b>\$9,471</b>

	# Shifts	Coverage	Cost
City of Pewaukee (7 day/week) Deputies	8	1.67	\$106,364.46
City of Pewaukee (5 day/week) Deputies	2	1.19	\$18,941.62
City of Pewaukee (5 day/week) Lieutenant	2	1.00	\$15,881.82
City of Pewaukee (5 day/week) Detective	2	1.00	\$15,882
Metro Position	1	1.00	\$10,981
<b>Pewaukee Operating Costs</b>			<b>\$168,051</b>

**Table 5 - Initial Equipment Purchases - Annual Cost**

	2025 Bud Amt	Assumed Life	Annual Chrg	Charge for 1.67 FTE	Charge for 1.19 FTE
Weapon (Hand Gun)	\$ 500	8	\$ 63	\$ 104	\$ 74
Badges	\$ 300	10	\$ 30	\$ 50	\$ 36
Body Armor	\$ 500	5	\$ 100	\$ 167	\$ 119
Pre-employment psych eval	\$ 300	20	\$ 15	\$ 25	\$ 18
Collapsible Baton w/ holder	\$ 115	8	\$ 14	\$ 24	\$ 17
Taser	\$ 1,750	7	\$ 250	\$ 418	\$ 298
Hand Cuffs	\$ 50	8	\$ 6	\$ 10	\$ 7
<b>Total Equipment Purchases</b>			<b>\$478</b>	<b>\$798</b>	<b>\$569</b>

	# Shifts	Coverage	Cost
City of Pewaukee (7 day/week) Deputies	8	1.67	\$6,388
City of Pewaukee (5 day/week) Deputies	2	1.19	\$1,138
City of Pewaukee (5 day/week) Lieutenant	2	1.00	\$956
City of Pewaukee (5 day/week) Detective	2	1.00	\$956
Metro Position	1	1.00	\$478
<b>Pewaukee Equipment Purchases</b>			<b>\$9,916</b>

**Table 6 - Risk Management Costs**

	1.00 FTE
Property Insurance Per FTE	\$ 300
General Liability Per FTE	\$ 1,123
Auto Liability per FTE	\$ 463
Auto Liability per Vehicle	\$ 880
0 \$	-
<b>Pewaukee Risk Management</b>	<b>\$45,345</b>

**Table 7 - Vehicle Costs**

Vehicle Fixed Costs	5-Yr Useful Life			3-Yr Useful Life		2-Year Useful Life	
	2025 Budget	Assumed Useful Life	Annual Cost	Assumed Useful Life	Annual Cost	Assumed Useful Life	Annual Cost
Vehicle Purchase*	\$48,500	5	\$9,700	3	\$16,167	2	\$24,250
Residual Value	-\$15,500	5	-\$3,100	3	-\$5,167	2	-\$7,750
Sirens/Lights/etc.	\$4,000	5	\$800	5	\$800	5	\$800
Install Lights/Siren	\$900	5	\$180	3	\$300	2	\$450
Poly Seat	\$1,400	8	\$175	8	\$175	8	\$175
Push Bumper	\$400	5	\$80	5	\$80	5	\$80
MDC Repl Charge**	\$5,500	5	\$1,100	5	\$1,100	5	\$1,100
AED Replacemnt	\$1,500	8	\$188	8	\$188	8	\$188
Trunk Kit	\$700	5	\$140	5	\$140	5	\$140
Radar	\$1,500	8	\$188	8	\$188	8	\$188
Rifle	\$900	15	\$60	15	\$60	15	\$60
Benellii Shotgun	\$600	10	\$60	10	\$60	10	\$60
<b>Total</b>			<b>\$9,570</b>		<b>\$14,090</b>		<b>\$19,740</b>

Detective Vehicle	5-Yr Useful Life		
	2025 Budget	Assumed Useful Life	Annual Cost
Vehicle Purchase*	\$35,000	5	\$7,000
Residual Value	-\$6,500	5	-\$1,300
Sirens/Lights/etc.	\$1,800	5	\$360
Install Lights/Siren	\$1,100	5	\$220
Rifle	\$900	25	\$36
Benellii Shotgun	\$600	10	\$60
<b>Total</b>			<b>\$6,376</b>

Pewaukee Fixed Costs	Useful Life	Fixed Costs
Pewaukee Contract Car 1	2	\$19,740
Pewaukee Contract Car 2	2	\$19,740
Pewaukee Contract Car 3	3	\$14,090
Pewaukee Contract Car 4	2	\$19,740
Pewaukee Contract Car 5	5	\$9,570
Pewaukee Contract Car 6 - Detective Car	5	\$6,376
Pewaukee Contract Car 7 - Metro Car	5	\$6,376
<b>Total Fixed Car Costs</b>		<b>\$95,632</b>

Vehicle Variable Costs

	1.67 Shift		1.00 Shift	
Repair cost/mile	\$ 0.20	Repair cost/mile	\$ 0.20	\$ 0.20
Miles Per Day:	70	Miles Per Day:	50	70
Total Miles	25,550	Total Miles	13,000	18,200
Price/Gallon	\$3.48	Price/Gallon	\$3.48	\$3.48
MPG	12.5	MPG	12.5	12.5
Gasoline	\$7,113	Gasoline	\$3,619	\$5,067
Repair/Maintenance	\$5,110	Repair/Maintenanc	\$2,600	\$3,640

Pewaukee Variable Costs	# Shifts	Coverage	Mileage	Gasoline	Repair	Total
City of Pewaukee (7 day/week) Deputies	8	1.67	70	\$56,905	\$40,880	\$97,785
City of Pewaukee (5 day/week) Deputies	2	1.19	70	\$10,134	\$7,280	\$17,414
City of Pewaukee (5 day/week) Lieutenant	2	1.00	40	\$4,855	\$3,488	\$8,343
City of Pewaukee (5 day/week) Detective	2	1.00	40	\$4,855	\$3,488	\$8,343
Metro Position	1	1.00	40	\$2,428	\$1,744	\$4,172
<b>Total Variable Car Costs</b>				<b>\$79,177</b>	<b>\$56,880</b>	<b>\$136,057</b>

**Total Pewaukee Vehicle Costs** **\$231,689**

**Table 8 - Department Level Facilities Charges**

	Space Alloc	% of Adm Building	\$ Alloc to Pos/Pur	% Effort for Patrol	# of Pos	\$ Alloc for Patrol	\$ per Deputy	Per 1.67	Per 1.19
Sheriff	250	1.22%	\$2,759	40%	1	\$1,104	\$11	\$18	\$13
Inspector	160	0.78%	\$1,766	25%	1	\$441	\$4	\$7	\$5
Deputy Inspector	150	0.73%	\$1,655	60%	1	\$993	\$10	\$16	\$12
Captain	150	0.73%	\$1,655	90%	4	\$5,959	\$59	\$99	\$70
Lieutenant	145	0.71%	\$1,600	90%	9	\$12,961	\$128	\$215	\$153
Business Manager	150	0.73%	\$1,655	50%	1	\$828	\$8	\$14	\$10
Financial Analyst	150	0.73%	\$1,655	50%	1	\$828	\$8	\$14	\$10
Deputy II (Training Officer)	130	0.64%	\$1,435	50%	1	\$717	\$7	\$12	\$8
Office Service Coordinator	130	0.64%	\$1,435	35%	1	\$502	\$5	\$8	\$6
Account Clerk II	100	0.49%	\$1,104	35%	1	\$386	\$4	\$6	\$5
Account Clerk I	100	0.49%	\$1,104	35%	1	\$386	\$4	\$6	\$5
Programs and Projects	100	0.49%	\$1,104	50%	1	\$552	\$5	\$9	\$7
Property Storage Room	<u>2,272</u>	<u>11.12%</u>	<u>\$25,072</u>	<u>60%</u>	<u>2</u>	<u>\$30,086</u>	<u>\$297</u>	<u>\$498</u>	<u>\$355</u>
Square feet of sheriff admin	20,436	100.00%	\$43,997	0%	0	\$55,743	\$551	\$923	\$657

**Pewaukee Facility Charge** **\$923**

**Table 9 - County Wide Indirect Costs**

Department	Indirect Cost Allocation		
	Per 1.00 Pos	Per 1.67 Pos	Per 1.19 Pos
Finance	\$108,715	\$916	\$1,534
Purchasing	\$112,162	\$945	\$1,583
Treasurer	\$2,095	\$18	\$30
Corporation Counsel	\$31,315	\$264	\$442
Info Syst - Genl Ops	\$45,737	\$386	\$645
Info Syst - Dept. Specific	\$107,355	\$905	\$1,515
Human Resources	\$171,702	\$1,447	\$2,423
Total:	\$579,081	\$4,881	\$8,172

**Table 9 - County Wide Indirect Costs**

3.5% of total Contract

**Total Indirect Costs for City of Pewaukee**

**\$121,380**

**Table 11 - Summary**

City of Pewaukee	
Contract Summary	Total
Table 1: Deputy Salary and Benefit Cost:	\$ 2,127,386
Table 2: Direct Supervision Costs:	\$ 521,564
Table 3: Departmental Administrative Costs	\$ 72,455
Table 4: Operational Costs:	\$ 168,051
Table 5: One time Equip-Annual Costs	\$ 9,916
Table 6: Risk Management Costs	\$ 45,345
Table 7: Vehicle Costs:	\$ 231,689
Table 8: Facilities usage charge:	\$ 923
Table 9: County-wide Indirect Costs:	\$ 121,380
Detective Costs	\$ 290,667
<b>Total 2025 Contract Amount</b>	<b>\$ 3,589,376</b>
2025 Monthly Charge	\$ 299,115

**CITY OF PEWAUKEE  
COMMON COUNCIL AGENDA ITEM 5.**

**DATE:** November 18, 2024

**DEPARTMENT:** Planning

**PROVIDED BY:** Nick Fuchs

***SUBJECT:***

Discussion and Possible Action Regarding the Purchase of Equipment in 2024 for the All-Inclusive Playground and Garrison’s Splash Pad Project at the Pewaukee Sports Complex [Phalin / Fuchs].

***BACKGROUND:***

Staff is requesting to purchase equipment for the all-inclusive playground and Garrison’s Splash Pad project at the Pewaukee Sports Complex. Staff is recommending to purchase this equipment in 2024 as it is anticipated costs may go up around three to five percent. Furthermore, it is anticipated that custom playground equipment will take approximately 28 to 30 weeks to receive.

***FINANCIAL IMPACT:***

Playground Equipment: Executing a purchase agreement for equipment prior to years end would secure 2024 pricing. Payment would be due within 30 days from the date of delivery. The cost of playground equipment is estimated at \$925,893.

Garrison’s Splash Pad Equipment: The equipment for Garrison’s Splash Pad requires a fifty percent down payment and the remaining balance to be paid at the time of shipping. This equipment is estimated to cost \$184,478.

It can be noted that the City is utilizing several funding sources for this project, including donations, sponsorships, grants, ARPA funds, and impact fees. Considering funds received to date and anticipated funding, approximately \$2,250,000 is committed to this project.

The cost of this project is estimated at \$2,000,000, plus contingencies. However, the actual cost is unknown until bids are received. As recommended by the City’s consultants, Staff anticipates publicly bidding this project in January or February of 2025.

***RECOMMENDED MOTION:***

A motion to direct staff to move forward with the purchase of equipment for the all-inclusive playground and Garrison’s Splash Pad project at the Pewaukee Sports Complex.

**ATTACHMENTS:**

- Description
- Estimated Construction Costs
- Pricing Breakdown
- Splash Pad & Playground Rendering





Project: Pewaukee Playscape  
Date: November 6, 2024

**OPINION OF PROBABLE CONSTRUCTION COSTS**

GENERAL	Item	Qty.	Unit	Unit cost	Item Total	Comments
	MOBILIZATION	1	LS	\$30,000.00	\$30,000.00	
	EROSION CONTROL	1	LS	\$10,000.00	\$10,000.00	
	DEMOLITION	1	LS	\$8,000.00	\$8,000.00	
	EARTHWORK	1	LS	\$18,000.00	\$18,000.00	
				<b>SUBTOTAL</b>	<b>\$66,000.00</b>	
<b>PAVEMENT</b>	<b>DENSE GRADED BASECOURSE</b>	<b>2921</b>	<b>TN</b>	<b>\$20.00</b>	<b>\$58,418.51</b>	
	CONCRETE	1519	TN			12"
	PATH	1112	TN			12"
	PIP	290	TN			12"
	ASPHALT PAVEMENT - PATHS	243	TN	\$125.00	\$30,375.00	
	CONCRETE PAVEMENT 5-INCH	3830	SF	\$8.00	\$30,640.00	
	SIDEWALK, DRY DECK, PLAZA AREA	3830	SF			
	CONCRETE PAVEMENT 6" COLORED	2512	SF	\$18.00	\$45,216.00	WET DECK, CENTRAL PATH
	THICKENED EDGE WALK	4017	LF	\$10.00	\$40,170.00	PLAYGROUND SURROUND
	DONOR PAVERS	120	SF	\$45.00	\$5,400.00	
	PAVEMENT MARKINGS	1	LS	\$5,000.00	\$5,000.00	
	DETECTABLE WARNING PANELS	80	SF	\$35.00	\$2,800.00	
				<b>SUBTOTAL</b>	<b>\$218,019.51</b>	
<b>UTILITIES</b>						
	¾" WATER LAT	100	LF	\$45.00	\$4,500.00	
	3" WATER LAT	357	LF	\$80.00	\$28,560.00	
	WATER SERVICE CONNECTION	1	EA	\$6,500.00	\$6,500.00	VALVES, FITTINGS, ETC
	DRINKING FOUNTAIN	1	EA	\$5,500.00	\$5,500.00	
	UNDERDRAIN - 4"	267	LF	\$25.00	\$6,675.00	
	STORM SEWER - 4"	30	LF	\$35.00	\$1,050.00	
	STORM SEWER - 8"	78	LF	\$45.00	\$3,510.00	
	60" MH	2	EA	\$6,500.00	\$13,000.00	
	ELECTRIC SERVICE	1	LS	\$7,500.00	\$7,500.00	
				<b>SUBTOTAL</b>	<b>\$76,795.00</b>	
<b>SITE AMENITIES</b>						
	SHADE STRUCTURES TYPE A	2	EA	\$15,000.00	\$30,000.00	12' SQUARE INSTALLED
	SHADE STRUCTURES TYPE B	2	EA	\$11,000.00	\$22,000.00	18' SQUARE INSTALLED
	RULES SIGN	1	EA	\$800.00	\$800.00	
	ENTRY MONUMENT	2	EA	\$57,875.00	\$115,750.00	
	SITE FURNISHING	12	EA	\$1,300.00	\$15,600.00	
	BIKE RACKS	3	EA	\$1,200.00	\$3,600.00	
	SPLASHPAD EQUIPMENT	1	LS	\$184,478.00	\$184,478.00	
	SPLASHPAD PLUMBING AND INSTALL	1	LS	\$85,000.00	\$85,000.00	
	PLAYGROUND SURFACING	1	LS	\$225,792.00	\$225,792.00	ARTIFICIAL TURF WITH STONE
	PLAYGROUND EQUIP AND INSTALL	1	LS	\$888,743.00	\$888,743.00	
				<b>SUBTOTAL</b>	<b>\$1,571,763.00</b>	
<b>LANDSCAPING</b>						
	STONE SEAT WALLS	132	LF	\$245.00	\$32,340.00	
	FENCING	391	LF	\$55.00	\$21,505.00	
	TREE PLANTINGS	20	EA	\$450.00	\$9,000.00	
	RESTORATION	1	LS	\$21,000.00	\$21,000.00	
				<b>SUBTOTAL</b>	<b>\$83,845.00</b>	

**TOTAL** \$2,016,422.51  
10% Contingency \$201,642.25  
**TOTAL COST** \$2,218,064.76

**ALTERNATE ITEMS**

	PATH	547	TN	\$20.00	\$10,943.68	12"
	ASPHALT PAVEMENT - SE PATH	120	TN	\$125.00	\$15,000.00	



## Pewaukee Sports Complex Pricing Breakdown

Standard Equipment	\$	379,703.50
Installation	\$	136,369.00
	\$	<b>516,072.50</b>
Custom Equipment	\$	292,762.00
Installation	\$	73,979.00
	\$	<b>366,741.00</b>
Entry Signs	\$	48,000.00
Installation	\$	9,875.00
	\$	<b>57,875.00</b>
Artificial Turf	\$	225,792.00
	\$	<b>225,792.00</b>
Sun Shade	\$	33,699.50
Installation	\$	17,200.00
	\$	<b>50,899.50</b>
FreeNotes Harmony		3,932.00
Installation	\$	1,998.00
	\$	<b>5,930.00</b>
<b><u>Total Project</u></b>	<b>\$</b>	<b><u>1,223,310.00</u></b>









# PEWAUKEE

Custom products are shown as conceptual.

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NO CLIMBING





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as conceptual.



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CUSTOM DESIGN STUDIO



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CUSTOM DESIGN STUDIO

Products are shown as conceptual.













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CUSTOM



Custom products are shown as conceptual.

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DESIGN  
STUDIO

Custom products are shown as conceptual.



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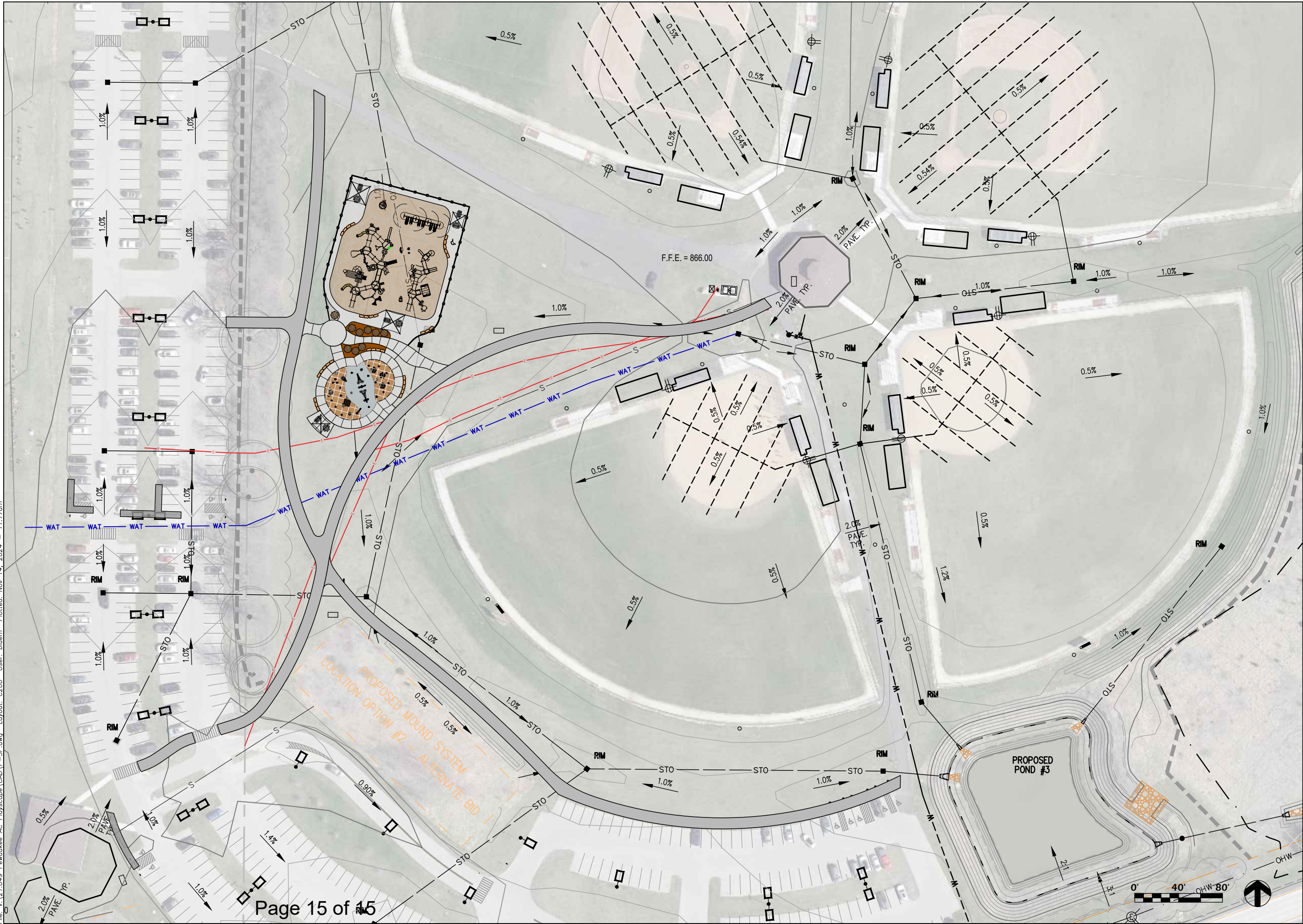
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Revisions:	
Project #:	21.049
Issued For:	Review
Date:	11/6/2024
Sheet Number	<b>C200</b>

**CITY OF PEWAUKEE  
COMMON COUNCIL AGENDA ITEM 6.**

**DATE:** November 18, 2024

**DEPARTMENT:** PW - Engineering

**PROVIDED BY:** Magdelene Wagner

***SUBJECT:***

Discussion and Possible Action Regarding Cardinal Meadow to Approve **Resolution 24-11-22** Accepting Public Improvements [Wagner]

***BACKGROUND:***

Cardinal Meadow construction through the surface course of asphalt is complete. In accordance with the Developer's Agreement, the accepting resolution accepts the public improvements for the development and establishes the 1 year guarantee period for the improvements.

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

Council approve the accepting resolution.

**ATTACHMENTS:**

Description

Resolution 24-11-22

Exhibit A

**RESOLUTION NO. 24-11-22**

**A RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS  
CARDINAL MEADOW DEVELOPMENT**

**WHEREAS**, Bielinski Homes, Inc., a Wisconsin Corporation, and the City of Pewaukee, entered into a Developer’s Agreement dated July 20, 2022 on file in the City Clerk’s office, to govern the development of a parcel of real property owned by Bielinski Homes Inc., containing approximately 15.6154 acres for residential use more particularly described in Exhibit A and the final plat on file in the City Clerk’s office and incorporated herein, referred to in said Agreement and herein as the “Property;” and

**WHEREAS**, the Agreement provides that Bielinski Homes Inc would construct and install the necessary sanitary\_sewer facilities, water distribution facilities, public streets, surface and storm water drainage, and street signs and traffic control within the Property; and,

**WHEREAS**, the public improvements have been completed and dedicated by Bielinski Homes Inc to the City for the Cardinal Meadow Subdivision; and,

**WHEREAS**, the public improvements have been inspected by the City Engineer who has approved the same;

**NOW THEREFORE IT IS HEREBY RESOLVED** that the City of Pewaukee Common Council accepts the public improvements referred to above on behalf of and for the benefit of the public and citizens of the City of Pewaukee.

This resolution shall be effective upon publication or posting as provided by law.

Dated this 18<sup>th</sup> day of November 2024

City of Pewaukee

\_\_\_\_\_  
Steve Bierce, Mayor

Attest:

\_\_\_\_\_  
Kelly Tarczewski, Clerk



# EXHIBIT "A"

## CARDINAL MEADOW

### LEGAL DESCRIPTION:

All that part of the Southwest 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 16, Town 7 North, Range 19 East, in the City of Pewaukee, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Southeast Corner of said Section 16; Thence South 87°34'14" West and along the South line of the said Southeast 1/4 Section, 680.76 feet to a point on the Southwest Right-of-Way line of "Bluemound Road" (C.T.H. "JJ") and the place of beginning of lands hereinafter described;

Continuing thence South 87°34'14" West and along the said South line of the said Southeast 1/4 Section, 720.93 feet to a point on the East Right-of-Way line of "U.S.H. 16"; Thence North 01°57'46" West and along the said East Right-of-Way line, 1123.14 feet to a point; Thence North 87°35'14" East and along the South line of Unplatted Lands, 490.45 feet to a point on the said Southwest Right-of-Way line of said "Bluemound Road" (C.T.H. "JJ"); Thence South 13°34'46" East and along the said Southwest Right-of-Way line, 1144.57 feet to the point of beginning of this description.

Said Parcel contains 680,205 Square Feet (or 15.6154 Acres) of land, more or less.

**CITY OF PEWAUKEE  
COMMON COUNCIL AGENDA ITEM 7.**

**DATE:** November 18, 2024

**DEPARTMENT:** Public Works

**PROVIDED BY:** Magdelene Wagner

***SUBJECT:***

Discussion and Possible Action Regarding the John's Disposal Contract for 2025 - 2029 [Wagner]

***BACKGROUND:***

At the June 17,2024 Common Council meeting, the Council moved to enter into a new 5-year contract with John's Disposal. At the August 19, 2024 meeting, the Council set the 2025 garbage and recycling rates based on this previous action.

The action before you tonight is to formally adopt the contract with John's Disposal for a 5-year contract. The first year will increase rates 4.5% and then a straight 4% annual increase for years 2026-2029.

Public Works Committee recommended approval of the contract.

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

Council adopt the contract with John's Disposal for Garbage and Recycling Collections from 2025 to 2029 contingent on final city engineer and city attorney approval.

**ATTACHMENTS:**

Description

Johns draft contract



## AGREEMENT

### Curbside Collection of Solid Waste and Recyclables

This contract made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2024 by and between **Johns Disposal Service, Inc.**, hereinafter referred to as the “Contractor” and **The City of Pewaukee, Wisconsin**, hereinafter referred to as the “City”.

The Contractor agrees to furnish all labor, materials and equipment necessary for the collection of solid waste, recyclables, and bulk disposal within the limits of the City from one to four-family dwelling units subject to the limitations and requirements of the term “dwelling unit” as defined in City of Pewaukee Municipal Code Sec. 17.1402 and certain City-owned properties specified within this Contract; the collection of said materials shall be subject to the requirements of Chapters 6.14 and 6.145 of the Municipal Code of the City of Pewaukee. To the extent the terms of Chapters 6.14 and 6.145 conflict with the provisions of this Agreement, the terms of this Agreement shall control. City of Pewaukee recognizes Waukesha County as the Responsible Unit for Recycling under Wisconsin Statutes 287.09 and its recycling program under Wisconsin Statutes 287.11 and participates in the County’s Material Recycling Facility.

#### **A. Materials to be collected by Contractor shall include the following:**

1. “Solid waste” shall mean general household garbage, rubbish and trash and refuse generated in the normal ordinary course of residential units within the City. The term “solid waste” excludes special waste, hazardous waste, or other types of materials that require special handling and disposal.
2. All recyclables accepted in the Waukesha County recycling program.
3. Automotive batteries (See Section C).
4. Furniture and appliances (See Section C).
5. Household Electronics (See Section C).
6. Motor oil and Waste cooking oil if properly contained and tightly capped (See Section C).
7. 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 by Contractor are as follows:**

1. Earth, rocks, concrete, loose construction and demolition materials, trees or parts thereof. Construction and demolition materials may, however, be included for collection with the bulk items collection if such materials are placed in 32-gallon cans

(no limit on the number of cans) and have less than 4 feet in length and each such 32-gallon can as loaded weighs less than 60 pounds.

2. Hazardous, toxic or infectious materials, including any items recognized as special waste by the State of Wisconsin are not included.
3. Commercial electronics such as business computers, copy machines, x-ray machines, lighting bulbs or ballasts designed for commercial fixtures, dental chairs, commercial refrigeration units or any electronics that are commercial and not designed for residential use are prohibited.
4. Brush, leaves, grass clippings and other yard waste items that are banned from Wisconsin landfills are prohibited.
5. Residents and Commercial Businesses can contractor with any licensed hauler for private use of roll off or other disposal containers for collection, transportation, and disposal of material not covered by this contract, such as construction and demolition debris.

**C. The collection shall be made as follows:**

1. Pickup of NON-RECYCLABLE solid waste 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 days of collection. All NON-RECYCLABLE solid waste shall be placed by residents in a **BROWN** CART which is provided by Johns Disposal Service. The collection schedule shall be established from time to time between the City and Johns Disposal Service; however, at the outset, the schedule shall be as set forth in the attached Exhibit **l**.
2. Pickup of RECYCLABLES will be made weekly, with all suitable material for collection being placed by residents at the curb of their homes by 6:00 am on the days of collection. Recyclables shall be commingled and delivered to the Milwaukee/Waukesha County Joint MRF on W. Mount Vernon Avenue in Milwaukee or alternate location for a designated time as designated by Waukesha County (Note: Any additional transportation and processing costs will be covered by separate contract with the County or the Joint MRF operator). All RECYCLABLES shall be placed by residents in a **GREEN** CART which is provided by Johns Disposal Service. The collection schedule shall be established from time to time between the City and Johns Disposal Service; however, at the outset, the schedule shall be as set forth in the attached Exhibit **xx**.
3. Bulky items will be collected each month. Furniture (including metal desks and storage cabinets), pianos, organs, carpeting, sinks, concrete laundry tubs, cast iron plumbing fixtures, windows, doors, large toys, bicycles, dismantled swing sets, lumber, construction debris (if contained in regular garbage cans weighing less than 60 lbs each), lawn mowers, snow blowers, and tires (tires are limited to 2 per month and up

to 8 per year per home). Residents must call the contractor to schedule a bulk items collections at least 72 hours in advance. There is no limit on the number of bulky items per unit per month that will be collected. Resident are limited to one bulk items per month up to 12 per year. Automated, rear-loaded route and smaller one-ton trucks will collect bulky items. Tires and appliances including those containing refrigerants will be accepted. TV's, computers and other electronics are not included in the bulk items collection program.

4. Up-The-Drive service will be available for residents who subscribe for the upgraded service directly with the Contractor. Residents will place garbage in their own cans no larger than 32 gallons weighing less than 60 lbs. each. Residents will place recycling in a small recycling container (32 gallon) provided by the Contractor. Cans and bins must be placed so they can be accessed by a small one-ton truck and not blocked by vehicles by 6 am on the designated collection date weekly. Subscriptions must be at a minimum of one year paid in advance. The address will be invoiced for the curbside program as well as billed directly for the Up-The-Drive service. Residents must call to schedule bulk items collection at the curb. The Contractor agrees to contact said individual customers prior to the commencement of the services under this Agreement to make arrangements for the billing of such services. Subscription Up-The-Drive customers that become delinquent in paying John's will be reverted back to the base curbside service. A customer will be defined as delinquent when past due for over 30 days. Carts for curbside service will be delivered before Up-The-Drive service is terminated due to nonpayment. A "snow-bird" seasonal discount for residents subscribed to Up-The-Drive service. Seasonal Up-The-Drive discounts are available to customers that are gone for no less than four (4) consecutive weeks.
5. Holidays. When a scheduled collection day falls on a holiday, pickup will be the following day. If a holiday falls on a Monday, the Monday collection will take place on Tuesday, the Tuesday collection will take place on Wednesday and so forth. If a holiday falls on a Wednesday, the Monday and Tuesday collections will remain on schedule with no delay. The Wednesday, Thursday and Friday collections will be delayed by one day. Observed holidays include Memorial Day, Labor Day, Independence Day, Thanksgiving, Christmas and New Year's Day.
6. Material Collection and Transportation. All solid waste and recyclable materials shall be collected and transported in such a manner as to avoid damage or destruction to any property and injury or death to any person and 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. In the event the Contractor cannot accept certain items from a residential customer, the Contractor will utilize a dedicated communication mechanism approved by the City to inform such residents as to the reason why the material was not accepted.
7. Solid Waste & Recycling Carts. The Contractor shall initially provide each residential dwelling unit with one (brown) 64-gallon cart for solid waste collection and a second (green) 96-gallon cart for recycling collection. The Contractor will deliver the carts to

new units after notification of occupancy by the City. All carts shall be the property of the City during the term of this agreement and will be maintained by the Contractor. The owner/occupant of each residential dwelling unit is responsible for keeping the carts clean. The owner/occupant of each residential dwelling unit 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 snow plows or passing vehicles. If the residential customer moves, he or she must leave the carts for the new homeowner. At the termination of the Contract, the carts become the property of and will be removed by the Contractor at the Contractor's expense within thirty (30) days. Residents who desire a smaller cart (48-gallon) must call Contractor's office to schedule an exchange. Container exchanges will be made by the Contractor at no additional charge. Residents enrolled in the optional Up-The-Drive Service will be provided with a small recycling container (32 gallon). The contractor shall provide the County an annual (calendar year) report by February 1<sup>st</sup> each year on the number and size(s) of recycling containers used within the City, including the number of households/units that were provided 32 gallon recycling containers. Contractor will keep an inventory of all sizes of carts for refuse and recycling in a master database including all addresses and corresponding serial numbers of the carts which shall be available to the City upon request.

8. Special Hardship Service. Disabled and Elderly residents identified shall receive door service at no extra cost. The City shall provide the Contractor with a list of the current persons receiving such service, which list is attached as Exhibit \_\_. With regard to eligibility for Disabled and Elderly residents to receive this service in the future, The City may require the requester provide a signed confirmation of the eligibility for this service on the form attached as Exhibit \_\_ from a licensed physician, doctor of osteopathy or chiropractor that confirms the requester is physically unable to place the approved containers at the curb. The verification of the need for such service shall require that such letter indicate the inability to transport garbage or recyclables to the curb is anticipated to be permanent in nature and for any temporary inability, the anticipated duration of such inability shall be stated. The City will audit the hardship list annually and will notify the Contractor of any changes.
9. Municipal Container Service. Solid waste and recycling dumpster or cart service will be provided to municipal properties as identified on the attached Exhibit    at no additional cost.
10. Yard Waste. Dry grass clippings, leaves, and small twigs contained in brown paper yard waste bag not exceeding fifty (50) pounds each will be collected upon notice. Each bag must have a sticker attached for collection. Brush (branches no larger than four (4) inches in diameter) must be tied in bundles not to exceed four (4) foot in length and eighteen (18) inches diameter. Bundles shall not weigh more than fifty (50) pounds per bundle. Twine must be able to support the weight of the material. Each bundle must

have a sticker attached for collection. Residents must call the Contractor to schedule a yard waste collection.

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

1. Term. This Contract shall be for 5-years and 3 months for the period, January 1, 2025 through March 31, 2030. At the end of the term, the contract has the option to be extended for an additional 12 months beyond the original termination date upon request from one of the parties in writing within 60 days prior to such expiration of the contract.
2. Cost. The City agrees to pay the Contractor the following fees in conjunction with the services rendered pursuant to this Contract:

<b>Curbside Service Rates</b>	<b>Frequency</b>	<b>Unit / Month</b>
<b>Automated Garbage</b>	<i>Weekly</i>	\$4.96
<b>Garbage Cart (64 &amp; 48)</b>	<i>Weekly</i>	\$0.70
<b>Automated Recycle</b>	<i>Weekly</i>	\$6.22
<b>Recycling Cart (96)</b>	<i>Weekly</i>	\$0.75
<b>Recycling Cart (32)</b>	<i>Weekly</i>	\$0.40
<b>Bulk Items Collection (on-call, up to 1x month)</b>	<i>1x / month</i>	\$1.10
<b>Total Unit Price (96 REC)</b>		\$12.63
<b>Total Unit Price (32 REC)</b>		\$12.28
<b>Up-The-Drive Service additional cost</b>		
<b>Landfill Rate (per ton)</b>		\$48.88

3. Payment. Application for payment shall be submitted by the Contractor, on a form approved by the City of Pewaukee. A sample invoice is included in Exhibit [redacted]. If the invoice is rejected, the City will notify the Contractor in writing (email acceptable) of the reason. Payments of contract service fees shall be made within twenty (20) days of the last day of each month and shall be based upon full-month occupancy, calculated at the end of each month. If application is rejected, the Contractor may make the necessary corrections and resubmit the invoice. The City will then issue payment of the approved amount within thirty (30) days. The City may withhold payment if the Contractor is not performing in accordance with this contract, the work is defective, the

performance obligations have been changed or modified, or claims have been filed regarding contract obligations.

4. Annual Rate Increases. Rates listed in Section D (2) of this Contract are for the 1<sup>st</sup> year of a 5-year agreement. Rate increases will take effect on the contract anniversary date (January 1 of each year after 2025). The rate increase for the upcoming year (2025) will be 4.5% and the rate increase on each anniversary date will be 4% for each of the remaining contract years.
5. Unit Count. The estimated number of units on October 1, 2024 are: 5321. As new units are added (or subtracted) the monthly payment by the City under Section D(2) shall be adjusted based on the per unit count.
6. Dumping Fees. Any and all “dumping fees” (broadly defined to include all fees and taxes imposed by Waukesha 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, 2025 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 City and Contractor are able to reach mutually agreeable terms as to such increased fees.

**E. Additional provisions:**

1. Weights. The Contractor shall keep a record of total weights of both solid waste and of each category of recyclable collected from the City and report those totals to the City on a quarterly basis.
2. Reporting. The Contractor shall assist the City in making reports to Waukesha County and the Department of Natural Resources in conformance with State recycling mandates and agrees to assist and cooperate with the City with respect to participating in or applying for any grants or any other financial assistance programs for which the City may qualify. In addition, monthly, quarterly, and annual reports will be provided to the City. Monthly reports will include recycling, solid waste, and bulky items tonnage. Additional reports may be required at the City’s request including, but not limited to extraordinary occurrences affecting Contractor’s performance, permit compliance status, documentation of unpermitted waste, and additional information related to disposal. Quarterly reports will include identification of any subcontractors, operational reports regarding customer complaints or operational problems, and other pertinent information. Annual reports will include overall summary of all data provided in monthly reports, total tonnage for recycling, solid waste, and bulky items, updated collection route maps, inventory of receptacles including total households and quantity

of each size receptacle. Additional reports may be required at the City's request include but are not, declaration reports describing any criminal or civil litigation, subcontractor information, update on remaining landfill capacity, and additional information regarding the contract disposal facility.

3. Complaints. 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 City Clerk and the Mayor's Office /Director of Public Works with the phone contact information of 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. The City will refer to or inform the Contractor of any complaints which it receives.
4. Collection Days. The Contractor will work with City staff to determine an agreeable collection schedule. The schedule shall be attached as **Exhibit** . The Contractor may make changes to collection with the prior consent of the Director of Public Works and will be responsible to reasonably notify residents in advance of any changes.
5. Litter and Leaks. Contractor will clean up litter near a collection site (up the drive service) and within ten (10) feet diameter of a set out site for bulky items or special pickups. Contractor will discuss with Customer all instances of repeated litter by that Customer and document each instance. Contractor will prevent solid waste from escaping, dropping, spilling, blowing, or scattering from vehicle during collection and transportation. Contractor will not transfer loads from one vehicle to another on any public street unless necessitated by mechanical failure or accidental damage to vehicle or in connection with providing up the drive service. Contractor will immediately clean up any solid waste that it spills or scatters, including solid waste tracked onto any alley, street, or public place when providing up the drive service or transporting waste. Contractor will prevent oil, hydraulic fluid, paint, or other liquid from leaking out of vehicles. Contractor will train its employees to immediately cover leaked fluids with absorbent materials, remove those materials from the ground, and apply cleaning agent to cleanse the soiled spot. Contractor will keep a log of spills the indicate the material spilled, quantity, and remedial actions taken. Contractor will immediately report any spills entering or endangering any waterway or storm drain. If Contractor fails to clean up solid waste or liquids within 2 hours of the time when City gave notice of the spill or leak, the City may clean up the spill or leak. Promptly upon City request, Contractor will reimburse City's costs of cleaning up the spill or leak. Contractor is responsible for any damage to private property from the spill or leak.
6. Insurance. The Contractor shall take out and maintain insurance without limiting its indemnities during the term of the Contract to protect Contractor and the City from claims for damages for personal injury, including accidental death as well as claims for property damage, including destruction, which may arise from performance or mis-

performance under the Contract, whether such operations be by the Contractor, or by anyone directly or indirectly employed or contracted by either of them in such manner as to impose or allege liability on the City, and shall name the City, its boards, commissions, agencies, officers, employees and representatives as additional insureds, on a primary and noncontributory basis, and waiving any rights of subrogation against the City or its insurers. All insurance policies shall be written on an occurrence basis. The Contractor shall not commence its work until it has obtained all insurance required under this section and filed Certificates of Insurance thereof, including any endorsements and/or riders evidencing required coverage, with the City Administrator. The Contractor agrees to maintain the Public Liability and Auto Liability Insurance coverage as required for under this Contract for a period of not less than three years following the termination of this Contract.

1. Comprehensive General Liability and Property Damage Insurance (premise and operations, products, and completed operations, personal injury and blanket contractual coverage) providing occurrence coverage:

Damage to rented Premise	\$ 200,000
Medical Expense	\$ 10,000 per person
General Annual Aggregate	\$ 2,000,000
Products/Completed Ops	
Aggregate	\$ 2,000,000
Personal and Advertising	\$ 2,000,000 per person
Each occurrence	\$ 2,000,000
<b>Property Damage:</b>	\$ 1,000,000 per occurrence
	\$ 2,000,000 aggregate

2. Comprehensive Automobile Liability and Property Damage (operations of owned, hired and non-owned motor vehicles--A pollution endorsement to automobile liability, or equivalent, must remove any pollution and asbestos exclusion from the policy.):

Combined Single Limit	\$ 2,000,000 per accident
<b>Property Damage:</b>	\$ 2,000,000 per occurrence

3. Worker's Compensation and Employee Liability. Contractor shall carry in a company authorized under the laws of the State of Wisconsin a policy to protect itself against liability under the Worker's Compensation Statutes of the State of Wisconsin. Contractor will require any subcontractors not protected under its insurance to take out and maintain such insurance.

Worker's Compensation	Statutory Limits
Employees Liability	\$ 200,000 each accident
Employees Liability Disease	\$ 200,000 each employee



Employees Liability Disease                      \$ 750,000 Policy Limit

4. Umbrella Liability. Coverage to be in excess of employer's liability, commercial general liability and automobile liability insurance required above.

Each Occurrence	\$ 10,000,000 each occurrence
Aggregate	\$ 10,000,000

5. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for all insurance except workers' compensation:

- A. Contractor's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of Contractor's insurance and shall not contribute with it. Insurer's must be an admitted company in Wisconsin, has a size category of VII or large by A.M. Best Company, Inc., and has a rating of A or better by A.M. Best Company, Inc.
- B. Such coverage and policies shall not be cancelled without providing the City thirty (30) days advance written notice. Endorsements cannot contain mere "best effort" modifiers or relieve the insurer from its responsibility to give that notice and the CANCELLATION information on the certificate of insurance must delete language such as "failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents, or representatives".
- C. Contractor will insure each Subcontractor, if applicable, maintain insurance required itself unless covered by the Contractor's insurance.
- D. Notice of claims. If any Person makes a claim against Contractor or any Subcontractor exceeding the amount of any deductibles or self-insured retentions, Contractor will promptly notify the City of the claim.
- E. The Contractor will place on file with the City certificates of insurance and policy endorsements where necessary, provided by insurance carrier or carriers authorized to do business in the State of Wisconsin at all times during the terms of this contract. As terms of coverage expire or if Contractor changes insurance companies, the Contractor shall provide a replacement certificate of insurance so that the City is assured at all times that the Contractor has the requisite insurance coverage called for herein and that such coverages are always in effect. All such certificates of insurance and policy endorsements shall be placed on file in the office of the City Clerk/Treasurer and identify any retained losses, deductibles or self-insured retention ("SIR") exceeding \$10,000 for City's prior approval. Contractor's policies shall not obligate the City to

pay any portion of any Contractor's retained loss, deductible or SIR. Certificates shall contain the following: Contract Name, types, policy numbers, policy effective/expiration dates, limits, waiver of subrogation, and dedicated limits.

- F. Surety Instrument. Contractor will provide for an irrevocable standby letter of credit by a bank approved by the City for the benefit of the City or a **performance bond** from an insurance company licensed to transact business in the State of Wisconsin for one year City estimated service costs. The City may draw on the surety in any of the following events: a default, Contractor is unable to regularly pay its bills as they become due, Contractor fails to timely pay any Solid Waste Management Facility, or Contractor fails to pay an insurance deductible or self-insured retention. The surety instrument must expire on the date which the Bank or insurance receives a certificate from the City which satisfies the Contractor does not owe the City any money and one of the following: the contract is expired, this contract has been terminated for a period of 180 days or other preference period provided under Applicable Law with respect to bankruptcy or insolvency, or Contractor has substituted an alternate surety instrument acceptable to the City.
7. Landfill. The Contractor agrees to transport and dispose of solid waste and bulk items 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.
8. Recycling. The Contractor agrees to transport all recyclables to the Waukesha / Milwaukee Joint MRF located at 1401 W Mt. Vernon Ave., Milwaukee, WI 53233 or as alternate location for a designated time as designated by Waukesha County. (Note: Any additional transportation and processing costs will be covered by a separate contract with the County or the Joint MRF operator). In the event that the City terminates its agreement with the County, and the City enters into an agreement with Johns to process and market recyclables at one of its two MRFs, Johns will process and market recyclables at one of its two MRFs. Contractor shall coordinate delivery times with the Joint MRF operator to maximize efficiencies at the truck scale and tip floor and minimize traffic back-ups. Contractor shall comply with County Protocol, which is subject to periodic updates to meet the stated intent. Contractor shall keep records and provide all requested data and reports to the County as needed to administer the IGA and maintain compliance with applicable state and local codes, program rules, and the protocol for delivery of recyclables to the Joint MRF. This includes, but is not limited to, providing up-to-date information on haul routes, collection days and times, and vehicles used to collect recyclables.
9. Compost Dumpsters & Transport. The Contractor agrees to provide two (2) forty (40) yard dumpster exclusively for wood waste and yard waste at the City DPW Recycling

Yard located at W225N3201 Duplainville Road, Pewaukee, WI 53072. Contractor shall transport the 40-yard dumpsters to Johnson's Nursery, LLC located at W180N6275 Marcy Road Menomonee Falls WI 53051 within 48 hours' notice by the City. Johnson's Nursery LLC delivery hours are 7:00 AM to 5:00 PM Monday through Saturday. Contractor's driver shall fill out a ticket at Johnson's Nursery's website electronically (driver will report: Hauler Name, Municipality, Load Size, Load Type, Approximate Volume in Yards, Driver Name, Truck Number, and certify that they have inspected the load to verify it doesn't contain any contaminated material). Drivers must follow Johnson's direction for dumping location and routes or be subject to fines (\$250 per hour to repair any damage caused to the site). Yard Waste and Wood Waste are dumped at the same site however they are dumped in separate areas. Drivers must be aware of what they are transporting and dump in the correct location or be subject to fines (\$250 plus \$250 each additional hour to relocate the material). The City estimates approximately two (2) dumpsters weekly during the summer months and three (3) to four (4) dumpsters weekly during the Spring and Fall. Cost for the dumpsters will be included in the contract and the cost for the dumpster transport to Johnson's Nursery and back to the City DPW is \$XXXX per dumpster. Any increase in this rate will be agreed to in writing by the City and the Contractor.

10. Emergency Back-Up Collection Service Plan. Collections for emergencies and natural disasters will be provided within 24 hours upon request from the City. Additional dumpsters will be provided to City appointed locations. In the case of emergencies, collections may be delayed one (1) day.
11. Unpermitted Waste Screening and Compliance Assurance. The Contractor will be permitted on how to handle unpermitted waste situations for refuse and recycling. Camera technology allows the monitoring of materials entering the truck. Contractor will utilize Waukesha County's App for Waukesha's targeting recycling postcard notices. Instances of unpermitted materials will follow the Contractor's Compliance Assurance Program in Exhibit \_\_. If hazardous and dangerous waste situations are identified, drivers will Contractor's protocol which includes contacting their supervisor for further direction. Contractor will contact customer to identify the hazardous or dangerous waste. If necessary, the local authorities will be contacted as well as the City. Contractor will follow all applicable laws and regulations including Federal Department of Transportation Title 49 CFR and United States Environmental Protection Agency Title 40 CFR.
12. Education. The City and the Contractor shall coordinate their efforts to publicize and promote the recycling program and educate the City citizens regarding recycling. The City and the Contractor will review and approve promotional activities jointly. The Contractor will include education materials to any new or replacement carts.
13. Contractor shall indemnify, defend, and hold the City harmless, including all City 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 connected to this Contract and the performance of the

services provided for hereunder, including reimbursement to the City for City liabilities to a third party such as, for example, damages resulting from a suit against the City by a person receiving service under this Contract. Except to the extent of liabilities arising out of City or City employees' active negligence, Contractor shall release and hold harmless the City, its officers, agents, and employees from and against all liabilities arising out of or in any way connected to this Contract, including not seeking reimbursement from the City for Contractor's liability to a third party (such as, for example, damages resulting from a suit against Contractor by a customer). For any lawsuits, claims, complaints, causes of actions, or other demands brought against the City for liabilities arising out of or in any way connected to Contractor's negligence and/or intentional acts arising out of or related to Contractor's performance of the services under this Contract (except to the extent, if any, that Contractor's actions resulted from negligent or intentional acts of the City, its officers, employees or agents), Contractor shall: (1) defend the City with counsel approved by the City, or (2) fund the City's costs of defense.

14. The Contractor shall, at Contractor's sole cost, comply with all state and federal laws and regulations and ordinances of the City, including Chapter 6 of the City of Pewaukee Municipal Code, relating to the collection, transportation, processing and disposal of solid waste and recyclable materials. The City 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 City shall provide written notice to the Contractor of any such change.

### **GENERAL PROVISIONS**

1. This Contract is not assignable by Contractor, without the prior express written consent of the City of Pewaukee, 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.
2. The Contractor shall ensure that any approved subcontractors agree, in writing, to indemnify the City against claims arising from their performance of services under the agreement as per Paragraph 13 of Subsection E and further, that said subcontractor shall provide evidence of carrying the insurance as required in Subparagraph E, 6. The Contractor shall not subcontract any work to be performed or any materials to be furnished in the performance of this Contract without the prior written consent of the City. If the City 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. The Contractor is an independent contractor of the City.
3. The performance and interpretation of this Agreement shall be according to the laws of the State of Wisconsin.

4. If any court or other governmental body of competent jurisdiction declares any provision of this Contract invalid or unenforceable by reason of any rule of law or public policy, the Parties shall promptly meet to cooperate on substitute language that will give force and effect to the Parties' intent.
5. Contractor agrees to perform the contract services as provided for herein in a prompt, thorough, comprehensive, reliable, courteous and professional manner so that customers receive high quality contract services at all times. The Contractor agrees to perform the contract services regardless of weather conditions, labor shortages and difficulties in collection subject to uncontrollable circumstances in a timely manner. Contractor agrees to transport the solid waste in covered collection vehicles. The Contractor will prevent solid waste from escaping, dropping, spilling, blowing or scattering from vehicles during collection and transportation, and will clean up any solid waste that it spills or scatters. For purposes of this paragraph uncontrollable circumstances shall refer to natural disasters such as fires or floods, sabotage, civil disturbance, war or other emergency and other catastrophic events beyond the reasonable control of the performing party that materially and adversely impacts the ability to perform the terms of the agreement despite that party's exercise of due diligence. It shall not include reasonably anticipated weather conditions for SE Wisconsin.
6. The Contractor will use due care in entering and exiting customers' property or enclosures and use paved walks or surfaces where practicable. Contractor will not trespass or loiter on customer's property and will not handle or meddle with private property without permission. Contractor will close all gates it opened and will avoid crossing private or public landscaped areas or jumping over hedges and fences. Contractor agrees to repair any damage which may occur to City property or the property of customers within five days of the Contractor determining that it was responsible for damage. If the Contractor determines it was not responsible for damage, it shall provide the City with reasons for its determination and documentation supporting that determination. If the Contractor and City are unable to agree on the determination of the responsibility for damage, that determination may be made in the reasonable discretion of the City.
7. Contractor will handle receptacles with due care. Contractor will not throw or drop receptacles from trucks or roughly handle, damage, or break them. Contractor will return receptacles to within five (5) feet of the location from where they were picked up by Contractor's employees, upright, with the lid closed, without obstructing any passable driveway, sidewalk, trail, or street.
8. Contractor is responsible for damage to driving surfaces or other pavement (including curbs), other than ordinary wear and tear, if City or customer can demonstrate the following to the satisfaction of City: a. that the damage is the result of collection vehicles exceeding the legal maximum weight limits allowed under Applicable Law, or b. Contractor negligently operated vehicles or moved receptacles. However,

Contractor may secure a waiver of damage liability and/or indemnity in a form satisfactory to City if customer specifically directs Contractor to drive on private driveways or pavement in the course of providing collection.

9. The Contractor understands and agrees that the City is a municipal entity and is therefore subject to the Wisconsin Public Records Law as set forth in Wisconsin Statute Sec. 19.36(3). Said Statute requires governmental entities to make available for inspection and copying any records produced or collected under a contract entered into by the City to the same extent as if the record were retained by the City itself. Therefore, in the event there is a request for any of the documentation pertaining to this Contract, Contractor shall provide the information as required and charge no more than the cost of copying said information.
10. The Contractor agrees to maintain the confidentiality of personally identifiable information of the customers and not to share that information without the express written consent of the City and the Contractor.
11. The Contractor in executing this Contract acknowledges that it has not been induced to enter into this Contract 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.
12. **Excused Non-Performance.** If a party is unable, in whole or in part, to punctually carry out its obligations under this Contract because of a Force Majeure Event, such party's obligations, to the extent affected thereby, will be extended on a day-by-day basis during the continuance of the delay caused by such event. 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 (but not later than 15 working days) after such event occurs, at 30-day intervals during any continuation of such incident, and at the time that it is no longer applicable. Notice shall state with particularity the nature of the claimed event and provide a reasonable estimate of the length of any delay in the fulfillment of obligations under this Contract. If a Force Majeure Event lasts for more than sixty (60) calendar days, the party not claiming the Force Majeure Event may terminate this Contract immediately upon providing written notice to the other party. "Force Majeure Event" for purposes of this Contract means the occurrence of an act of God; unusual governmental restrictions, regulation or control, (through no fault of a party); war, riot, fire, drought, flood, explosion, natural disaster, national emergency, or 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.

13. This Contract constitutes the entire agreement between the parties. No modification, amendment, alteration, revision or waiver of this Contract or any of its provisions shall be permitted by or binding upon the parties unless so agreed in writing and approved by the Common Council of the City of Pewaukee.

JOHNS DISPOSAL SERVICE, INC.

\_\_\_\_\_  
Nate Austin, Municipal Account Manager

\_\_\_\_\_  
Date

CITY OF PEWAUKEE

\_\_\_\_\_  
Steve Bierce, Mayor

\_\_\_\_\_  
Date

ATTEST

\_\_\_\_\_  
Kelly Tarczewski, City Clerk

\_\_\_\_\_  
Date

EXHIBIT \_\_\_\_

Municipal Properties requiring Dumpsters and/or Garbage Collection

Pewaukee City Hall  
W240N3065 Pewaukee Road  
Pewaukee, WI 53072

Department of Public Works Building  
W225N3201 Duplainville Road  
Pewaukee, WI 53072

Lakeview Boulevard Boat Launch  
Lakeview Boulevard and Woodland Drive near launch

Pilgrim's Rest Cemetery  
Busse Road and Pewaukee Road (STH 164)

?

Pewaukee Green Road Fire Station  
Ridgeview Fire Station  
Station 2 Fire Station (WCTC)



**CITY OF PEWAUKEE  
COMMON COUNCIL AGENDA ITEM 8.**

**DATE:** November 18, 2024

**DEPARTMENT:** PW - Engineering

**PROVIDED BY:** Magdelene Wagner

***SUBJECT:***

Discussion and Possible Action Regarding an Agreement with Waukesha Gun Club to Delay Proposed Storm Water Management Improvements [Wagner].

***BACKGROUND:***

Waukesha Gun Club was previously authorized to replace a temporary shooting building with a new shooting building contingent on completing and installing storm water management.

Representatives from the Gun Club have requested to be able to construct the new shooting building without the storm water management for now. They have been reviewing their long term plans for the site and would like to some time to finish this planning before they install the storm water management.

Staff would support a comprehensive approach to the storm water management for the site. An agreement has been drafted that would allow the Gun Club to build their new shooting building and delay the construction of the storm water management for a set time to allow for their planning.

As of the publishing of this agenda, the draft agreement has not been received from the City Attorney. It will be sent in a separate email and the packet will be updated once it is received.

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

Council adopt the agreement contingent on final approval of the City Attorney and City Engineer.

**CITY OF PEWAUKEE  
COMMON COUNCIL AGENDA ITEM 9.**

**DATE:** November 18, 2024

**DEPARTMENT:** Public Works

**PROVIDED BY:** Magdelene Wagner

***SUBJECT:***

Discussion and Possible Action Regarding Cedar Gables Phase 2 [Wagner]

***BACKGROUND:***

Cedar Gables has an opportunity to receive fill for Phase 2 of their development. They are requesting permission to stockpile the fill on Phase 2 until they are ready to begin construction of Phase 2. This was not included in the recently executed Developer's Agreement and financial guarantee.

The Stockpiling Agreement will allow stockpiling of the fill and guarantee the restoration of said stockpile.

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

Council approve the Cedar Gables Phase 2 Stockpiling Agreement and establish the financial guarantee at \$15,000.

**ATTACHMENTS:**

Description  
Agreement  
Map  
Grading Estimate

**STOCKPILING OF FILL MATERIAL  
AGREEMENT – PHASE 2**

THIS AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, 2024, by and between Ancient Oaks LLC. hereinafter collectively and individually called the “Developer,” and the CITY OF PEWAUKEE, a Wisconsin municipal corporation of the State of Wisconsin, hereinafter called the “City.”

WITNESSETH:

WHEREAS, the Developer proposes to develop certain lands located in the City of Pewaukee, Waukesha County, Wisconsin, being particularly described on Exhibit “A” attached hereto and incorporated herein by this reference (the “Property”), commonly referred to as Ancient Oaks Condominium, Pewaukee, Wisconsin; and

WHEREAS, the City Common Council previously approved the Conditional Use Permit and Rezoning for the development of Condominium Units on December 04, 2023 (the “Condominium”) on the Property; and

WHEREAS, the City has reviewed the Developer’s conceptual Grading Plan; and

WHEREAS, one of the requisites for development of the Condominium is the installation of various private, as well as public, improvements to be implemented pursuant to a future development agreement; and

WHEREAS, said development agreement has not yet been prepared and executed; and

WHEREAS, the Developer has requested the City to authorize and permit stockpiling of fill material on the Property at this time; and

WHEREAS, the City recognizes that timing is a factor to be considered and is willing to allow Developer, at its risk, to perform stockpiling as requested upon the condition, however, that the Developer agrees to those certain terms and conditions as more fully hereinafter set forth, and

WHEREAS, the Developer did not include the Phase 2 stockpiling in the Developer’s Agreement or Letter of Credit for Phase 1.

NOW THEREFORE, in consideration of the sum of one dollar (\$1.00) to each in hand paid, the receipt and sufficiency whereof is hereby acknowledged, and in further consideration of the mutual premises and covenants hereinafter set forth, it is hereby agreed by and between the parties hereto:

I. THE CITY AGREES:

1. To permit the Developer to stockpile appropriate fill materials on the Property, not to exceed the total amount 60,000 cubic yards, in anticipation of using said fill materials in the development of the Property (collectively the "Stockpiling"). Stockpiling includes, but is not limited to, the installation of silt fencing and other required erosion control measures, upon the terms and conditions set forth below as follows and as per attached JSD Engineering attached plan.

II. THE DEVELOPER AGREES:

1. All Stockpiling shall be done at the Developer's risk.

2. All Stockpiling shall comply with the attached site grading, drainage and soil erosion plan and related specifications as approved by the City Engineer. All plans for such Stockpiling have been or will be prepared on behalf of the Developer by a professional engineer licensed by the State of Wisconsin.

3. The City shall be reimbursed by the Developer for all costs incurred by the City in relation to the Stockpiling. These costs shall include, but not be limited to, plan review, inspection and related overhead costs. Said reimbursement shall be guaranteed by the Developer as set forth and required in Paragraph 9 below.

4. In the event the preparation and/or final review of the Master Grading Plans by the City dictate revisions to the proposed grades, either at the Developer's request or at the direction of the Engineer, such re-grading shall be performed by the Developer without any recourse to the City whatsoever, prior to the commencement of any underground installations in the Subdivision development.

5. The Stockpiling shall be performed with proper control of soil erosion and with minimum siltation of existing drainage facilities. Any damage to the existing drainage facilities, including siltation removal, shall be immediately repaired by the Developer. As appropriate, by virtue of delay in the development process, vegetative cover shall be re-established by the Developer and/or effective erosion control measures shall be installed and continually maintained by the Developer where vegetation has been removed, covered or destroyed.

6. In the event installation of improvements and/or buildings on the lots does not begin as of 9/15/2025, for any reason whatsoever, all of the graded or disturbed area shall have vegetative cover re-established by the Developer to an extent as to be determined by the City. In the event vegetative cover is not established by 10/1/2025 the City shall arrange for such work to be done, which shall be paid by the Developer.

7. In the event installation of improvements and/or buildings on the lots does not begin as of 9/15/2025, for any reason whatsoever, all of the stockpiled fill material shall be removed or spread on site and all disturbed area shall have vegetative cover re-established by the Developer to an extent as to be determined by the City. In the event the Stockpiled material is not spread or vegetative cover is not established by 10/1/2025, the City shall arrange for such work to be done, which shall be paid by the Developer.

8. All truck traffic to and from the Property, as part of the operation permitted herein, shall be conducted by the Developer as governed by the applicable codes and regulations of Waukesha County and of the City and as directed by the City Engineer, with respect to method, time and operations and routing, etc. Any public street used for access to the Property shall be kept free of mud, dirt and debris on a daily basis. Access is not allowed from Elmwood Drive. Appropriate permits must be in place to cross the wetlands from Phase 1 to Phase 2. In the event a clean-up order from the City is not complied with, such work shall be arranged and accomplished by the City and paid for out of the deposit referred to in Paragraph 9 below.

9. To assure compliance with the conditions set forth in this agreement, including, but not limited to, the establishment of positive soil erosion control measures, performance hereunder shall be guaranteed with a bank Letter of Credit by the Developer with the City in the amount of \$ 15,000.00 which shall be submitted prior to the commencement of any activity on the Property by the Developer with respect to the Grading and Stockpiling. In the event Developer does not comply with or fully perform this agreement, the City is authorized to stabilize the site or to take other action to correct the Developer's violations hereof by using the Bank Letter of Credit for such purposes. Upon completion of the performance of this agreement, the deposit, or remaining balance of the deposit, if any, shall be returned to the Developer. In the event said Bank Letter of credit is insufficient in amount to pay all costs related to performance of and compliance with this agreement, the Developer shall remit payment of all owed amounts to the City within ten (10) days of receipt of the City's invoice to the Developer.

10. This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

11. Developer is responsible for DNR approval for required culverts and the wetland crossing in the Condominium. Further, it is the Developer's responsibility to comply with any and all provisions of DNR approval/denial conditions.

12. Upon execution of a Development Agreement between the City and Developer for the Property, this Agreement shall terminate and any remaining balance of the deposit shall be returned to Developer upon Developer's posting of cash or letter of credit to guaranty the improvements, including the grading of the Property, required under said Development Agreement.

IN WITNESS WHEREOF, the Developer and the City have caused this agreement to be signed individually by the Developer and by the appropriate officers of the City, with its seal to be hereunto affixed the day and year inserted above.

\_\_\_\_\_  
ANCIENT OAKS LLC., by William Carity, President

STATE OF WISCONSIN    )  
  ) ss.  
WAUKESHA COUNTY     )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, the above-named William Carity, as President of ANCIENT OAKS LLC. to me known to be the persons who executed the foregoing instrument and who acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin.  
My Commission expires: \_\_\_\_\_

CITY OF PEWAUKEE  
WAUKESHA COUNTY, WISCONSIN

\_\_\_\_\_  
Steve Bierce, Mayor

\_\_\_\_\_  
Kelly Tarczewski, Municipal Clerk

STATE OF WISCONSIN    )  
  ) ss.  
WAUKESHA COUNTY     )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, the above named Steve Bierce, Mayor, and Kelly Tarczewski, Municipal Clerk, of the above named municipal corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such individual and Municipal Clerk of said municipal corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation by its authority and pursuant to the authorization by the Governing Body of the City of Pewaukee from their meeting on the \_\_\_ day of \_\_\_\_\_, 20\_\_.

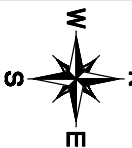
\_\_\_\_\_  
Notary Public, State of Wisconsin.  
My Commission expires: \_\_\_\_\_





**EDGERTON**

545 W. Ryan Road  
Oak Creek, WI 53154  
414.764.4443  
www.edgerton.us



SCALE




PHASE II STOCKPILE  
**ANCIENT OAKS**  
PEWAUKEE, WI

DRAWN BY: ZLV  
CHECKED BY: JPS  
DATE: 10/28/24  
PROJECT #: 24067

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Sent via e-mail to: Robert Patch <bob@rapropertiesllc.com>

October 28, 2024

Mr. Robert Patch  
Cedar Gables LLC  
13965 W Burleigh Rd, Suite 101  
Brookfield, WI 53005

RE: Cedar Gables Condominiums  
Pewaukee, WI  
ECI File Number: 24067

Dear Mr. Patch:

Edgerton Contractors, Inc. has prepared a proposal for the above project. We have included the following items:

- Approximately 60k import of material
  - Stockpile Location
  - Topsoil Stripping
- Erosion Control
  - Silt Fence
  - Topsoil Berm around perimeter of stockpile
  - Topsoil Respread
  - Temporary Seed & Mulch

We will complete this work for the lump sum of: **THIRTEEN THOUSAND FIVE HUNDRED SEVENTY-FOUR AND 71/100 DOLLARS (\$13,574.00).**

**Pricing Breakout:**

Phase 2 Stockpile Silt Fence:	\$3,774.00
Phase 2 Topsoil Respread:	\$5,000.00
Phase 2 Seed & Mulch:	\$4,800.00

**Alternate:**

Phase 2 Erosion Control Blankets (Non-Stockpile):	\$12,870.00
Phase 2 Erosion Control Blankets (Stockpile):	\$15,792.00

THE CUTTING  EDGE



This proposal is prepared in accordance with the Ancient Oaks P2.1 STOCKPILE Exhibit prepared by Edgerton Contractors Inc., and correspondence with Robert Patch of Cedar Gables LLC.

Sincerely,

EDGERTON CONTRACTORS, INC.

*Mark Nachreiner*

Mark A. Nachreiner

Please sign below to accept this proposal:

---

Robert Patch, Cedar Gables LLC

---

Date

**THE CUTTING EEDGE**

**CITY OF PEWAUKEE  
COMMON COUNCIL AGENDA ITEM 10.**

**DATE:** November 18, 2024

**DEPARTMENT:** Public Works

**PROVIDED BY:** Magdelene Wagner

***SUBJECT:***

Discussion and Possible Action Regarding Cedar Gables (Formerly Ancient Oaks) Release of the Early Grading and Filling Agreement Financial Guarantee [Wagner]

***BACKGROUND:***

In accordance with the Early Grading Agreement for Cedar Gables (formerly Ancient Oaks) upon execution of the full Developer's Agreement, the agreement is voided and all funds should be returned to the Developer. The Developer has an approved Developer's Agreement which included the remaining items not completed in the Early Grading Agreement. Due to this, the previous agreement is void once we receive a fully executed Developer's Agreement. In addition, the previous financial guarantee needs to be returned to the Developer. The value of the remaining work has been incorporated into the full Developer's Agreement financial guarantee.

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

Council to release the \$138,000 letter of credit contingent upon the receipt of a fully executed Development Agreement and financial guarantee.

**ATTACHMENTS:**

Description

Grading Agreement

Letter of Credit

## **GRADING AND STOCKPILING OF FILL MATERIAL AGREEMENT**

THIS AGREEMENT, made and entered into this 8<sup>th</sup> day of April, 2024, by and between Ancient Oaks LLC. hereinafter collectively and individually called the “Developer,” and the CITY OF PEWAUKEE, a Wisconsin municipal corporation of the State of Wisconsin, hereinafter called the “City.”

### WITNESSETH:

WHEREAS, the Developer proposes to develop certain lands located in the City of Pewaukee, Waukesha County, Wisconsin, being particularly described on Exhibit “A” attached hereto and incorporated herein by this reference (the “Property”), commonly referred to as Ancient Oaks Condominium, Pewaukee, Wisconsin; and

WHEREAS, the City Common Council previously approved the Conditional Use Permit and Rezoning for the development of Condominium Units on December 04, 2023 (the “Condominium”) on the Property; and

WHEREAS, the City has reviewed the Developer’s conceptual Grading Plan; and

WHEREAS, one of the requisites for development of the Condominium is the installation of various private, as well as public, improvements to be implemented pursuant to a future development agreement; and

WHEREAS, said development agreement has not yet been prepared and executed; and

WHEREAS, the Developer has requested the City to authorize and permit grading and stockpiling of fill material on the Property at this time; and

WHEREAS, the City recognizes that timing is a factor to be considered and is willing to allow Developer, at its risk, to perform grading and stockpiling as requested upon the condition, however, that the Developer agrees to those certain terms and conditions as more fully hereinafter set forth.

NOW THEREFORE, in consideration of the sum of one dollar (\$1.00) to each in hand paid, the receipt and sufficiency whereof is hereby acknowledged, and in further consideration of the mutual premises and covenants hereinafter set forth, it is hereby agreed by and between the parties hereto:

I. THE CITY AGREES:

1. To permit the Developer to perform all rough grading work on the Property, including, but not limited to, the installation of silt fencing, general grading of the site and the construction

of storm water management ponds (collectively the “Grading”), upon the terms and conditions set forth below as follows and as per attached JSD Engineering attached plan.

2. To permit the Developer to stockpile appropriate fill materials on the Property, not to exceed the total amount 50,000 cubic yards, in anticipation of using said fill materials in the development of the Property (collectively the “Stockpiling”), upon the terms and conditions set forth below.

## II. THE DEVELOPER AGREES:

1. All Grading and Stockpiling shall be done at the Developer’s risk.

2. All Grading and Stockpiling shall comply with the attached site grading, drainage and soil erosion plan and related specifications as approved by the City Engineer. All plans for such Grading and Stockpiling have been or will be prepared on behalf of the Developer by a professional engineer licensed by the State of Wisconsin.

3. The City shall be reimbursed by the Developer for all costs incurred by the City in relation to the Grading and Stockpiling. These costs shall include, but not be limited to, plan review, inspection and related overhead costs. Said reimbursement shall be guaranteed by the Developer as set forth and required in Paragraph 9 below.

4. In the event the preparation and/or final review of the Master Grading Plans by the City dictate revisions to the proposed grades, either at the Developer’s request or at the direction of the Engineer, such re-grading shall be performed by the Developer without any recourse to the City whatsoever, prior to the commencement of any underground installations in the Subdivision development.

5. The Grading and Stockpiling shall be performed with proper control of soil erosion and with minimum siltation of existing drainage facilities. Any damage to the existing drainage facilities, including siltation removal, shall be immediately repaired by the Developer. As appropriate, by virtue of delay in the development process, vegetative cover shall be re-established by the Developer and/or effective erosion control measures shall be installed and continually maintained by the Developer where vegetation has been removed, covered or destroyed.

6. In the event installation of improvements and/or buildings on the lots does not begin as of 9/15/2024, for any reason whatsoever, all of the graded or disturbed area shall have vegetative cover re-established by the Developer to an extent as to be determined by the City. In the event vegetative cover is not established by 10/1/2024 the City shall arrange for such work to be done, which shall be paid by the Developer.

7. In the event installation of improvements and/or buildings on the lots does not begin as of 9/15/2024, for any reason whatsoever, all of the stockpiled fill material shall be removed or spread on site and all disturbed area shall have vegetative cover re-established by the Developer to an extent as to be determined by the City. In the event the Stockpiled material is not spread or



vegetative cover is not established by 10/1/2024, the City shall arrange for such work to be done, which shall be paid by the Developer.

8. All truck traffic to and from the Property, as part of the operation permitted herein, shall be conducted by the Developer as governed by the applicable codes and regulations of Waukesha County and of the City and as directed by the City Engineer, with respect to method, time and operations and routing, etc. Any public street used for access to the Property shall be kept free of mud, dirt and debris on a daily basis. In the event a clean-up order from the City is not complied with, such work shall be arranged and accomplished by the City and paid for out of the deposit referred to in Paragraph 9 below.

9. To assure compliance with the conditions set forth in this agreement, including, but not limited to, the establishment of positive soil erosion control measures, performance hereunder shall be guaranteed with a bank Letter of Credit by the Developer with the City in the amount of \$ 138,000.00 which shall be submitted prior to the commencement of any activity on the Property by the Developer with respect to the Grading and Stockpiling. In the event Developer does not comply with or fully perform this agreement, the City is authorized to stabilize the site or to take other action to correct the Developer's violations hereof by using the Bank Letter of Credit for such purposes. Upon completion of the performance of this agreement, the deposit, or remaining balance of the deposit, if any, shall be returned to the Developer. In the event said Bank Letter of credit is insufficient in amount to pay all costs related to performance of and compliance with this agreement, the Developer shall remit payment of all owed amounts to the City within ten (10) days of receipt of the City's invoice to the Developer.

10. This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

11. Developer is responsible for DNR approval for required culverts in the Condominium. Further, it is the Developer's responsibility to comply with any and all provisions of DNR approval/denial conditions.

12. Upon execution of a Development Agreement between the City and Developer for the Property, this Agreement shall terminate and any remaining balance of the deposit shall be returned to Developer upon Developer's posting of cash or letter of credit to guaranty the improvements, including the grading of the Property, required under said Development Agreement.

IN WITNESS WHEREOF, the Developer and the City have caused this agreement to be signed individually by the Developer and by the appropriate officers of the City, with its seal to be hereunto affixed the day and year inserted above.

ANCIENT OAKS LLC., by Mark T. Cecchini  
Authorized Agent

STATE OF WISCONSIN )  
 ) ss.  
WAUKESHA COUNTY )

Personally came before me this 7<sup>th</sup> day of May, 2024, the above-named Mark T. Cecchini, as Authorized Agent of ANCIENT OAKS LLC. to me known to be the persons who executed the foregoing instrument and who acknowledged the same.



Wendy M Centeno  
Notary Public, State of Wisconsin.  
My Commission expires: 08/18/2026

CITY OF PEWAUKEE  
WAUKESHA COUNTY, WISCONSIN

Steve Bierce  
Steve Bierce, Mayor

Kelly Tarczewski  
Kelly Tarczewski, Municipal Clerk

STATE OF WISCONSIN )  
 ) ss.  
WAUKESHA COUNTY )

Personally came before me this 20 day of May, 2024, the above named Steve Bierce, Mayor, and Kelly Tarczewski, Municipal Clerk, of the above named municipal corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such individual and Municipal Clerk of said municipal corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation by its authority and pursuant to the authorization by the Governing Body of the City of Pewaukee from their meeting on the 15 day of APRIL, 2024.



Tia Fiorentino  
Notary Public, State of Wisconsin.  
My Commission expires: 5/19/27





**Collins  
State Bank**

**OFFICES**

BRILLION..... (920) 524-2721  
COLLINS..... (920) 772-4433  
KIEL..... (920) 894-4272  
MENOMONEE FALLS..... (262) 293-3677  
RANDOM LAKE..... (920) 994-9434

**USE FOR FORM OF CONTENT ONLY**  
**IRREVOCABLE LETTER OF CREDIT**

DATE: 04/10/2024    AMOUNT:    \$138,000.00  
APPLICANT: Ancient Oaks LLC    BENEFICIARY:    City of Pewaukee  
RE: Grading and Stockpiling of Fill Material    W240N3065 Pewaukee Road  
Pewaukee, WI 53072

We hereby issue this Irrevocable Letter of Credit in your favor, City of Pewaukee, up to the aggregate amount of (\$ 138,000.00) Dollars available by your draft(s) drawn on the account of the Applicant.

This Irrevocable Letter of Credit is issued to guarantee and ensure to the City of Pewaukee that the terms and conditions of an agreement on file with the City of Pewaukee, dated 04/08/2024, including any amendments that may be made thereto by the parties, are satisfied.

All demands requested by the City of Pewaukee must be accompanied by a statement signed by the City Clerk for the City of Pewaukee stating that the Applicant, its heirs or assigns have defaulted or failed to perform pursuant to the above-noted agreement and/or any amendment thereto. All such demands shall be honored on presentation without notice to or subject to confirmation by Applicant.

This Irrevocable Letter of Credit may be reduced from time to time as and to the extent that the portion of work required under the aforementioned agreement is completed and paid for, provided, however, that no such reduction shall occur until the issuer has received a written statement from the City Clerk of the City of Pewaukee. Said statement should set forth the amount of reduction and the amount of remaining balance payable under this credit. This Letter of Credit shall be construed under the laws of the State of Wisconsin.

This Letter of Credit is irrevocable. This Letter of Credit will terminate June 30, 2025, however, termination hereof shall not be effective unless, not less than ninety (90) days prior to the expiration date and not more than one hundred-twenty (120) days prior to the expiration date, written notice is delivered to the City of Pewaukee indicating that this Letter of Credit, pursuant to its terms, will expire. If said notice is not given at least ninety (90) days prior to the

**"Big enough to serve you, small enough to know you!"**



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 COLLINS..... (920) 772-4433  
 KIEL..... (920) 894-4272  
 MENOMONEE FALLS..... (262) 293-3677  
 RANDOM LAKE..... (920) 994-9434

expiration or if said notice is given more than one hundred-twenty (120) days prior to the expiration date, this Letter of Credit shall terminate upon ninety (90) days written notice to the City of Pewaukee.

This Letter of Credit shall be governed by the laws of the State of Wisconsin.

Dated this 10th day of April, 2024.

By: *M. Stoldt*  
 Bank Representative

Approved as to Form:  
*[Signature]*  
 City Attorney

Approved as to Aggregate Amount:  
*[Signature]*  
 City Engineer *Magdalene Wagner*

Approved as to Issuance:  
*[Signature]*  
 Developer *Durham 220 1967*

Accepted and Placed on File:  
*[Signature]*  
 City Clerk

**“Big enough to serve you, small enough to know you!”**



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**CITY OF PEWAUKEE  
COMMON COUNCIL AGENDA ITEM 11.**

**DATE:** November 18, 2024  
**DEPARTMENT:** PW - Water/Sewer  
**PROVIDED BY:** Magdelene Wagner/Jane Mueller

***SUBJECT:***

Discussion and Possible Action Regarding **Resolution 24-11-24** Intending to Reimburse Expenditures for the Ridgeview Well 4 Rehabilitation Project [Wagner / Mueller].

***BACKGROUND:***

Ridgeview Well 4 is our shallow well. We declared an emergency on this well earlier to rehabilitate the well. The well unexpectedly dropped in production significantly and eventually stopped producing. It was taken out of service and a rehabilitation project was completed. We found the well had partially collapsed. Upon return to service, the new capacity of the well has been reduced. Further study of this well will be required and will impact the deep well on this site as Well 4 provides the blending required to meet the radium standards for the deep well.

The unplanned expenses for this project on this well will necessitate the Utility to borrow funds which will be discussed at later meetings. Adopting this resolution allows these expenses to be refunded by the borrowed funds at a later date.

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

Council adopt the resolution.

**CITY OF PEWAUKEE  
COMMON COUNCIL AGENDA ITEM 12.**

**DATE:** November 18, 2024

**DEPARTMENT:** PW - Water/Sewer

**PROVIDED BY:** Magdelene Wagner/Jane Mueller

***SUBJECT:***

Discussion and Possible Action Regarding Comfort **Resolution 24-11-23** Intending to Reimburse Expenditures for the Still River Well 8 Pump and Rehabilitation and PFAS Treatment Testing Project [Wagner / Mueller]

***BACKGROUND:***

As you are aware, Well 8 has exceeded the health hazard index of 1 for PFAS. We have limited as much as possible the use of this well due to this condition. Staff will be coordinating pilot testing for different treatment systems for the well to determine which one will be most effective removing the contamination. The large expenses for these future projects on this well will necessitate the Utility to borrow funds which will be discussed at later meetings. Adopting this resolution allows these expenses to be refunded by the borrowed funds at a later date.

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

Council adopt the resolution.

**CITY OF PEWAUKEE  
COMMON COUNCIL AGENDA ITEM 13.**

**DATE:** November 18, 2024  
**DEPARTMENT:** PW - Water/Sewer  
**PROVIDED BY:** Magdelene Wagner/Jane Mueller

***SUBJECT:***

Discussion and Possible Action Regarding Still River Well 8 Well and Pump Rehabilitation [Wagner / Mueller]

***BACKGROUND:***

As you may recall, PFAS contamination was identified in this well water in June 2023. We recently sent out Request For Proposals (RFP) to provide pilot testing equipment for PFAS removal at Well No. 8. Typically, the Utility will proactively rehabilitate the wells and pumps every 5 – 10 years to maintain pumping capacity and water quality to our customers. This will be the first rehabilitation since the pump station was constructed in 2014. We wanted to make sure that we had a firm understanding of the output (capacity) and water quality of the well before we proceed with pilot testing and the full design of the PFAS treatment system.

The Utility received 2 bids for the project. The high bid was \$164,835 and the low bid was \$102,038.35 including the mandatory alternates.

***FINANCIAL IMPACT:***

The recommended award of the contract is Mid City Corporation based on the contract base bid of \$83,648.35 and Mandatory Alternate \$23,390.00 totaling \$107,038.35.

The project cost including Engineering, Administration and Contingency is approximately \$139,149.85.

The 2024 Capital budget included \$125,000 for this project. I recommend reallocating the remaining \$15,000 from City Hall Tower project if needed.

***RECOMMENDED MOTION:***

Council adopt the resolution and award the contract to Mid City Corporation in the amount of \$107,038.35 and approve the reallocation of funds.

**ATTACHMENTS:**

Description  
Recommendation of Award

November 14, 2024

Ms. Magdelene Wagner, P.E.  
 Director of Public Works  
 City of Pewaukee  
 W240 N3065 Pewaukee Road  
 Pewaukee, WI 53072

RE: Well No. 8 Well & Pump Rehabilitation

Dear Ms. Wagner:

Bids for the above project were opened on Tuesday, November 12, 2024 at 10:00 a.m. at City Hall, W240 N3065 Pewaukee Road and were as follows:

	<b>BIDDER</b>	<b>BASE BID</b>	<b>MANDATORY ALTERNATE</b>
1.	<u>Municipal Well &amp; Pump</u>	<u>\$131,435.00</u>	<u>\$33,400</u>
2.	<u>Mid City Corporation</u>	<u>\$83,648.35</u>	<u>\$23,390</u>

We reviewed the documentation submitted by the apparent low bidder and found that:

1. The Bid Form has been appropriately completed.
2. We have no objections to the low bidder, nor to the proposed major subcontractors and suppliers.
3. Low bidder has successfully completed similar projects. In 2023, Mid City Corporation successfully completed the rehabilitation of the City's Wells 9 and 10 on Apple Tree Ln.

On these bases, we recommend that Mid City Corporation be awarded the Well No. 8 Well & Pump Rehabilitation contract, in the amount of \$107,038.35. This amount is based on the bid unit prices and estimated quantities. Actual quantities, and therefore the final contract price, may vary. For this reason, we recommend that the City of Pewaukee include a 10 percent contingency when preparing the financial plan for this work.

Our review did not include an evaluation of bidder's current financial condition nor of their permanent safety program.

Should you decide to accept our recommendation, we have prepared the enclosed Notice of Award for your use. After City approval has been received, please have the appropriate official sign where indicated and forward a signed copy of the Notice of Award to our office. We will then fill in the date at the top of page one and forward it, with contracts for execution, to the Contractor. One fully completed Notice of Award will be returned to you for your records.

Bids remain subject to acceptance until January 11, 2025, unless Bidder agrees to an extension. Please advise us of your award decision, or call if there are any questions.

Letter to Magdelene Wagner, P.E.  
Recommendation of Award - Well No. 8 Well & Pump Rehabilitation  
November 14, 2024  
Page 2

Respectfully,

RUEKERT & MIELKE, INC.



Christopher L. Epstein, P.E. (WI)  
Project Engineer  
[cepstein@ruekert-mielke.com](mailto:cepstein@ruekert-mielke.com)

CLE:acl

Encl: Notice of Award  
Cost Comparison of Bidders  
Bid Summary

cc: Jane Mueller, City of Pewaukee  
Rob Kincaid, City of Pewaukee  
Brennen E. Fischer, P.E., CFM, Ruekert & Mielke, Inc.



**NOTICE OF AWARD**

---

	Date of Issuance:	
:	Owner:	City of Pewaukee
Contract: Well No. 8 Well & Pump Rehabilitation	Owner's Contract No.:	WU-2024-12825
Bidder: Mid City Corporation	Engineer:	Ruekert & Mielke, Inc.
Address: 12930 W. Custer Avenue	Engineer's Project No.:	26-10164.220
Butler, WI 53007		

---

**TO BIDDER:**

You are notified that your Bid dated November 12, 2024 for the above Contract has been accepted by Owner and you are the Successful Bidder and are awarded a Contract for:

**Well No. 8 Well & Pump Rehabilitation**

The Contract Price of your Contract is: \$ 107,038.35

Two (2) copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award, or have been transmitted or made available to Bidder electronically.

Two (2) sets of the Drawings will be delivered separately, or otherwise made available to Bidder electronically.

Bidder must comply with the following conditions precedent within 15 days of the date of issuance of this Notice of Award:

1. Deliver to Engineer one (1) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Agreement the Performance Bond, Payment Bond as specified in the Instructions to Bidders (Article 21), General Conditions (Paragraph 6.01), and Supplementary Conditions (Paragraph SC-6.01).
3. Deliver with the executed Agreement certificates and other evidence of insurance as specified in the General Conditions (Article 6) and the Supplementary Conditions modifying Article 6 of the General Conditions.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Engineer will return to you one fully executed counterpart of the Agreement.

---

Owner: CITY OF PEWAUKEE

Signature: Authorized Signature

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Copy: Engineer

**COST COMPARISON OF BIDDERS**
**OWNER: City of Pewaukee**  
**PROJECT: Well No. 8 Well & Pump Rehabilitation**  
**BID OPENING DATE: November 12, 2024**

BASE BID				Mid City Corporation		Municipal Well & Pump	
ITEM #	ITEM DESCRIPTION	UNIT	QTY.	UNIT \$	TOTAL	UNIT \$	TOTAL
1	Perform initial pump testing	LS	1	\$750.00	\$750.00	\$240.00	\$240.00
2	Mobilization and pull and inspect pumping equipment	LS	1	\$1,600.00	\$1,600.00	\$8,930.00	\$8,930.00
3	Televiser well	LS	1	\$1,000.00	\$1,000.00	\$1,580.00	\$1,580.00
4	Mechanically scrub well casing and liner with acid	LS	1	\$2,075.00	\$2,075.00	\$1,840.00	\$1,840.00
5	Setup and removal of chemical rehabilitation and treatment equipment	LS	1	\$6,025.00	\$6,025.00	\$7,250.00	\$7,250.00
6	Perform acid treatment of well – initial strength treatment	EA	2	\$2,025.00	\$4,050.00	\$2,365.00	\$4,730.00
7	Perform acid treatment of well – supplemental dose treatment	EA	1	\$850.00	\$850.00	\$2,370.00	\$2,370.00
8	Perform chlorine treatment of well – initial strength treatment	EA	2	\$2,025.00	\$4,050.00	\$2,365.00	\$4,730.00
9	Perform chlorine treatment of well – supplemental dose treatment	EA	1	\$225.00	\$225.00	\$2,370.00	\$2,370.00
10	Perform chlorine-based treatment of well – initial strength treatment	EA	2	\$1,900.00	\$3,800.00	\$4,035.00	\$8,070.00
11	Perform chlorine-based treatment of well – supplemental dose treatment	EA	1	\$225.00	\$225.00	\$2,370.00	\$2,370.00
12	Perform Intermediate purge of well	EA	6	\$500.00	\$3,000.00	\$1,473.00	\$8,838.00
13	Provide Inhibited hydrochloric acid	GAL	372	\$8.10	\$3,013.20	\$11.00	\$4,092.00
14	Provide Sodium Hypochlorite	GAL	768	\$8.30	\$6,374.40	\$9.00	\$6,912.00
15	Provide Clearitas 101	GAL	96	\$27.00	\$2,592.00	\$47.00	\$4,512.00
16	Provide Glycolic acid	GAL	233	\$43.75	\$10,193.75	\$57.00	\$13,281.00
17	Refurbish pump motor	EA	1	\$3,000.00	\$3,000.00	\$3,740.00	\$3,740.00
18	Refurbish pump bowl assembly	EA	1	\$3,800.00	\$3,800.00	\$1,770.00	\$1,770.00
19	Mechanical brushing of well after rehabilitation	LS	1	\$2,075.00	\$2,075.00	\$1,920.00	\$1,920.00
20	Provide column pipe and couplings	LS	1	\$16,400.00	\$16,400.00	\$15,290.00	\$15,290.00
21	Provide remaining work not itemized above for Section 43 21 13.10 Well Pump – Open Lineshaft	LS	1	\$4,200.00	\$4,200.00	\$8,620.00	\$8,620.00
22	Provide well water recycle line	LS	1	\$750.00	\$750.00	\$990.00	\$990.00

**COST COMPARISON OF BIDDERS**
**OWNER: City of Pewaukee**  
**PROJECT: Well No. 8 Well & Pump Rehabilitation**  
**BID OPENING DATE: November 12, 2024**

BASE BID				Mid City Corporation		Municipal Well & Pump	
ITEM #	ITEM DESCRIPTION	UNIT	QTY.	UNIT \$	TOTAL	UNIT \$	TOTAL
23	Final disinfection of well	LS	1	\$650.00	\$650.00	\$1,360.00	\$1,360.00
24	Provide air lines and altitude gauge	LS	1	\$350.00	\$350.00	\$410.00	\$410.00
25	Reinstallation of Owner's pump and equipment	LS	1	\$2,100.00	\$2,100.00	\$6,990.00	\$6,990.00
26	Provide final pump test	LS	1	\$250.00	\$250.00	\$7,840.00	\$7,840.00
27	Obtain safe samples and return well to service	LS	1	\$250.00	\$250.00	\$390.00	\$390.00
<b>TOTAL OF ALL ESTIMATED PRICES (ITEMS 1 - 27)</b>					<b>\$83,648.35</b>		<b>\$131,435.00</b>
<b>Mandatory Alternates</b>							
MA1.	Provide new open Lineshaft well pump and motor. Duty point: 500 GPM at 122 feet TDH.	LS	1	\$10,445.00	\$10,445.00	\$8,500.00	\$8,500.00
MA2.	Provide new pump motor	LS	1	\$4,215.00	\$4,215.00	\$3,910.00	\$3,910.00
MA3.	Provide new pump bowl assembly	LS	1	\$6,230.00	\$6,230.00	\$4,590.00	\$4,590.00
MA4.	Geophysical Work	LS	1	\$2,500.00	\$2,500.00	\$16,400.00	\$16,400.00
<b>TOTAL OF ALL MANDATORY ALTERNATE PRICES</b>					<b>\$23,390.00</b>		<b>\$33,400.00</b>
<b>TOTAL OF ALL BID ITEMS &amp; MANDATORY ALTERNATE</b>					<b>\$107,038.35</b>		<b>\$164,835.00</b>





**BID SUMMARY**

Well No. 8 Well & Pump Rehabilitation

City of Pewaukee – Waukesha County, Wisconsin

Bids Open: Tuesday, November 12, 2024 / 10:00 A.M.

CONTRACTOR	Bid Bond	Add #1	BASE BID	Mandatory Alternate
Municipal Well & Pump	✓	✓	\$131,435.00	\$33,400
Mid City Corporation	✓	✓	\$83,648.35	\$23,390

APPARENT LOW BID: \$83,648.35
APPARENT LOW BIDDER: Mid City Corporation

RUEKERT & MIELKE, INC.  
 W233 N2080 Ridgeview Parkway  
 Waukesha, WI 53188-1020

**CITY OF PEWAUKEE  
COMMON COUNCIL AGENDA ITEM 14.**

**DATE:** November 18, 2024

**DEPARTMENT:** Clerk/Treasurer

**PROVIDED BY:**

***SUBJECT:***

Discussion and Possible Action to Approve the Contract with the Humane Animal Welfare Society (HAWS) for the years of 2025, 2026 and 2027 in the amount of \$6,888.97 Per Year [Tarczewski]

***BACKGROUND:***

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

**ATTACHMENTS:**

Description

HAWS Contract 2025, 2026, 2027

# HAWS



## Humane Animal Welfare Society

701 Northview Road  
P.O. Box 834  
Waukesha, WI 53187  
Phone: 262-542-8851  
Fax: 262-542-8853  
[www.hawspets.org](http://www.hawspets.org)

October 31, 2024

City of Pewaukee  
W240 N3065 Pewaukee Rd  
Pewaukee WI 53072

Dear City Clerk:

The Humane Animal Welfare Society of Waukesha County is pleased to have provided animal care, control and impounding services to your municipality this past year. We look forward to serving the residents and animals of your community again in 2025.

I hope our services have met your expectations. We welcome your input or suggestions as to how we may improve our services to you. We feel it is a privilege to provide humane care and assistance to the lost, homeless, injured, abandoned, and/or abused animals in Waukesha County. We value your trust and confidence in our programs.

Enclosed you will find the invoice for services for 2025. The current service agreement runs from January 1 through December 31, and was signed for three years (2025, 2026 and 2027).

To better assist your residents, we would appreciate updates on any changes in licensing fees or other related fees. Also, please send a copy of the most recent license application with your payment due January 31, 2025.

Please reach out if you would like a copy of the signed service agreement or need any other assistance. I can be reached via email at [Andres@hawspets.org](mailto:Andres@hawspets.org) or at my direct phone number: 262-542-8851, ext. 108.

Sincerely,

Andrés García  
Assistant Director



# Humane Animal Welfare Society Of Waukesha County, Inc. Municipal Service Agreement

This agreement is entered into the **1st day of January, 2025** (hereinafter "Effective Date") by and between the City of Pewaukee, existing under the laws of the State of Wisconsin, with principal offices located at W240 N3065 Pewaukee Rd Pewaukee WI 53072(hereinafter "Municipality"), and the Humane Animal Welfare Society of Waukesha County, Inc. a Wisconsin corporation, with principal offices located at 701 Northview Road, Waukesha, WI 53188 (hereinafter "HAWS").

WHEREAS, the Municipality is seeking impounding services related to the care, management, sterilization and placement of stray, abandoned, neglected, abused or injured animals, hereinafter "Services".

WHEREAS, HAWS is an organization offering such Services and is willing to provide such Services to the Municipality.

NOW, THEREFORE BE IT RESOLVED, the following document sets forth the terms and conditions for the provision of such SERVICES and related consideration, the sufficiency of which is hereby acknowledged, the parties agree to the following:

## 1. SERVICES

**ANIMAL DROP OFF SERVICES:** HAWS agrees to accept animals as they are delivered to HAWS by the officials of the Municipality and/or citizens, during normal operating hours. Municipal law enforcement personnel may have access to the stray drop off area 24 hours per day.

**HAWS ANIMAL TRANSPORTATION:** HAWS agrees to pick up stray, abandoned or injured domestic animals and sick or injured wildlife (which pose a health hazard to the public) and transport said animals. Animal transportation shall be provided 24 hours a day, seven days a week including holidays.

**HUMANE CARE:** All animals received by HAWS from the Municipality shall be provided with shelter, food, water and necessary health care services, in accordance with state laws.

**SPECIAL ANIMAL SERVICES:** HAWS will maintain a quarantine facility for any animal delivered to HAWS for having bitten a person. Quarantine will be for a period of ten days in accordance with State of Wisconsin (hereinafter "State") law. In cases of animal abuse or neglect, HAWS shall provide Humane Care to the animal for a period of seven days. The Municipality may request HAWS to continue to board an animal beyond these standard periods. Requests for an extended time period jointly agreed upon should be made in advance in writing.

**RECLAIM:** In the event an owner reclaims a lost animal, HAWS will collect and receive any and all fees associated with boarding, pick up and transportation charges from the owner. These fees shall be the property of HAWS. HAWS will collect and transfer municipal fines as requested. At such time, HAWS shall require the citizen to provide proof of animal licensure and proof of vaccination(s) as required under State law. No animal shall be released from HAWS without this proof.

**DISPOSITION:** Domestic animals may be placed up for adoption after evaluation. HAWS shall have sole right to determine an animal's suitability for placement. To control the population of animals in the Municipality, and to provide for the health of the animals, animals will be sterilized, microchipped, and vaccinated. Any animals HAWS determines unsuitable for adoption shall be humanely euthanized.

**EMERGENCY RESCUE:** HAWS shall provide Emergency Rescue services to animals in the Municipality. In an emergency, HAWS shall remove the animal from the situation and provide immediate medical care to relieve pain and sustain the animal's life. Animals requiring veterinary services will be transported to an emergency veterinary facility when possible. Following rescue, HAWS shall also provide Rehabilitative Services for said animal, where possible. HAWS will employ staff trained in emergency animal capture procedures and provide equipment for such Services.

**EUTHANASIA SERVICES:** HAWS shall provide Humane Animal Euthanasia and Cremation services for citizens of the Municipality, upon request of citizens for personally owned animals. Any fees associated with this process shall be paid by the citizen requesting euthanasia.

**FACILITY ACCESS:** HAWS shall maintain a clean and accessible facility for citizens to seek Services described herein. Facility shall be open to the public on a regular posted schedule, which may be revised by HAWS as needed.

**RECORDS:** HAWS shall maintain records of all Services described herein, which shall be made available to the Municipality upon written request.

**STATE LAW:** HAWS shall comply with all State and Federal laws concerning its operations, services, and facilities.

## **2. FEES**

- 2.1 HAWS agrees to provide the Services above to the Pewaukee for an annual fee of \$6899.97. No additional fees will be charged to the municipality for Services.
- 2.2 Fees shall be paid by the Municipality to HAWS on an annual basis. The Municipality shall remit such fees to HAWS within 45 days of Effective Date of this Agreement or from the date of invoice, or in accordance with prior arrangements made with HAWS.

## **3. TERM AND TERMINATION**

- 3.1 This Agreement shall be in full force and effect until **December 31, 2027** (hereinafter "Renewal Date") before which time a new Agreement will be sent to the Municipality for the next three-year term.
- 3.2 This Agreement may be terminated by either party upon providing 60 days written notice to the other party prior to Renewal Date.
- 3.3 This Agreement may be immediately terminated by either party should the other party become insolvent, files a petition for bankruptcy, makes an assignment for the benefit of creditors, or someone files a petition of involuntary bankruptcy on behalf of the party.

**This Agreement with the *City of Pewaukee* is for the three calendar years of 2025, 2026 and 2027, for which HAWS' annual fees will remain the same.**

Dated this 31st day of October, 2024

Please return this signed Agreement with full payment for 2025 Services (see attached Invoice). Please keep a copy for your records.

***Humane Animal Welfare Society of Waukesha County, Inc.***

*Andrés García*

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Signed By: Andrés García, Assistant Director

***City of Pewaukee***

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Signed By: Municipal Official



**CITY OF PEWAUKEE  
COMMON COUNCIL AGENDA ITEM 15.**

**DATE:** November 18, 2024

**DEPARTMENT:** Clerk/Treasurer

**PROVIDED BY:**

***SUBJECT:***

Discussion and Possible Action to Approve the Accounts Payable Listing Dated November 18, 2024 [Tarczewski]

***BACKGROUND:***

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

**ATTACHMENTS:**

Description

A/P 11/18/2024

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
11/15/2024	100	142422	AIRGAS USA	FIRE PROTECTIVE SERVICES - EMS	53450	52230	302.04
				FIRE PROTECTIVE SERVICES - EMS	53450	52230	216.36
				CHECK 100 142422 TOTAL FOR FUND 100:			<u>518.40</u>
11/15/2024	100	142425*#	AMERICAN TIRE DISTRUTORS	HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	1,229.84
				ENGINEERING - VEHICLE REPAIR & MAINT	52440	53110	284.58
				CHECK 100 142425 TOTAL FOR FUND 100:			<u>1,514.42</u>
11/15/2024	100	142428	BUILDERS HARDWARE AND HOLLOW METAL	CITY HALL - BUILDING REPAIRS & MAINT	52410	51600	450.30
11/15/2024	100	142429	CINTAS	HIGHWAY - OPERATING SUPPLIES	53400	53100	144.98
11/15/2024	100	142432	CIVICPLUS	PREPAID EXPENSES	16200	00000	6,450.00
11/15/2024	100	142433	COREY OIL	HIGHWAY - FUEL	53420	53100	997.02
				HIGHWAY - FUEL	53420	53100	1,243.34
				CHECK 100 142433 TOTAL FOR FUND 100:			<u>2,240.36</u>
11/15/2024	100	142434	DARREN WOLF	PARKS - BUILDING REPAIRS & MAINT	52410	55200	7,975.00
11/15/2024	100	142435*#	ELIZABETH BROWN	ENGINEERING - MILEAGE	53300	53110	5.36
11/15/2024	100	142436*#	ELLIOTTS ACE HARDWARE	HIGHWAY - OPERATING SUPPLIES	53400	53100	32.74
11/15/2024	100	142437	ENTRANCE SYS	IT - NEW EQUIPMENT	53950	51450	300.00
11/15/2024	100	142439	FIRE SERVICE INC	FIRE PROTECTIVE SERVICES - VEHICLE	52440	52230	2,186.48
11/15/2024	100	142440#	FORWARD TS	BUILDING SERVICES - OPERATING SUPPLIES	53400	52400	16.98
				RECREATION PROGRAM - OPERATING SUPPLIES	53400	55300	105.17
				CHECK 100 142440 TOTAL FOR FUND 100:			<u>122.15</u>
11/15/2024	100	142441	GALLS	FIRE PROTECTIVE SERVICES - UNIFORMS	53410	52230	75.71
				FIRE PROTECTIVE SERVICES - UNIFORMS	53410	52230	128.95
				FIRE PROTECTIVE SERVICES - UNIFORMS	53410	52230	128.23
				FIRE PROTECTIVE SERVICES - UNIFORMS	53410	52230	72.00
				FIRE PROTECTIVE SERVICES - UNIFORMS	53410	52230	50.00
				CHECK 100 142441 TOTAL FOR FUND 100:			<u>454.89</u>
11/15/2024	100	142442	GIFTS GALORE	RECREATION PROGRAM - PROGRAM EXPENSES	53430	55300	125.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
11/15/2024	100	142443	GRENZ SERVICE CO. LLC	FIRE ADMINISTRATION - BUILDING REPAIRS	52410	52210	1,607.00
11/15/2024	100	142445	HUMPHREY SERVICE PARTS, INC	HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	142.93
				HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	222.54
				HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	220.49
				CHECK 100 142445 TOTAL FOR FUND 100:			585.96
11/15/2024	100	142447#	JOHNS DISPOSAL SERVICE	MISCELLANEOUS REVENUES	48900	00000	457.50
				RECYCLE - GARBAGE COLLECTION	52800	53620	17,267.06
				CHECK 100 142447 TOTAL FOR FUND 100:			17,724.56
11/15/2024	100	142448	JOHNSON'S NURSERY	SERVICE FEES	52900	53635	1,296.00
11/15/2024	100	142449	JULIA ANDERSON	FIRE ADMINISTRATION - MEETINGS &	53210	52210	52.99
11/15/2024	100	142450	KELLY TARCZEWSKI	ELECTIONS - OPERATING SUPPLIES	53400	51440	104.97
				ELECTIONS - OPERATING SUPPLIES	53400	51440	53.88
				CHECK 100 142450 TOTAL FOR FUND 100:			158.85
11/15/2024	100	142451	KWIK TRIP INC.	FIRE PROTECTIVE SERVICES - FUEL	53420	52230	5,123.88
11/15/2024	100	142452	LANGE ENTERPRISES, INC	HIGHWAY - ROAD SIGNS & MARKINGS	53720	53100	230.40
11/15/2024	100	142454	LIFE-ASSIST INC	FIRE PROTECTIVE SERVICES - EMS	53450	52230	1,909.56
				FIRE PROTECTIVE SERVICES - EMS	53450	52230	332.53
				CHECK 100 142454 TOTAL FOR FUND 100:			2,242.09
11/15/2024	100	142455*#	LINCOLN CONTRACTORS	HIGHWAY - OPERATING SUPPLIES	53400	53100	56.99
				RECYCLE - OPERATING SUPPLIES	53400	53635	38.18
				CHECK 100 142455 TOTAL FOR FUND 100:			95.17
11/15/2024	100	142456*#	MENARDS	FIRE ADMINISTRATION - OPERATING	53400	52210	235.21
				FIRE ADMINISTRATION - OPERATING	53400	52210	27.93
				HIGHWAY - GROUNDS MAINTENANCE	52420	53100	22.47
				HIGHWAY - ROAD SIGNS & MARKINGS	53720	53100	193.00
				PARKS - BUILDING REPAIRS & MAINT	52410	55200	37.97
				PARKS - GROUNDS MAINTENANCE	52420	55200	265.12
				PARKS - NEW EQUIPMENT	53950	55200	127.29
				CHECK 100 142456 TOTAL FOR FUND 100:			908.99



Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
11/15/2024	100	142457	NAPA	FIRE PROTECTIVE SERVICES - VEHICLE	52440	52230	119.14
				FIRE PROTECTIVE SERVICES - VEHICLE	52440	52230	56.04
				FIRE PROTECTIVE SERVICES - VEHICLE	52440	52230	16.99
				FIRE PROTECTIVE SERVICES - VEHICLE	52440	52230	62.93
				CHECK 100 142457 TOTAL FOR FUND 100:			<u>255.10</u>
11/15/2024	100	142459	PAXUSA LLC	FIRE PROTECTIVE SERVICES - EMS	53450	52230	373.77
11/15/2024	100	142460*#	PAYNE & DOLAN	HIGHWAY - ROAD REPAIRS	53730	53100	9,385.83
11/15/2024	100	142461	PREMIUM WATERS, INC	PARKS - OPERATING SUPPLIES	53400	55200	45.99
11/15/2024	100	142462	REINDERS, INC.	HIGHWAY - GROUNDS MAINTENANCE	52420	53100	15.30
11/15/2024	100	142464	SHERWIN INDUSTRIES	HIGHWAY - ROAD SIGNS & MARKINGS	53720	53100	92.36
11/15/2024	100	142465	SPARKL LLC	RECREATION PROGRAM - CONTRACTED	52190	55300	360.00
11/15/2024	100	142466	TOTAL TOOL	PARKS - NEW EQUIPMENT	53950	55200	948.76
11/15/2024	100	142467*#	VESTIS	HIGHWAY - CONTRACTED JANITORIAL	52400	53100	39.80
				HIGHWAY - UNIFORMS	53410	53100	94.92
				HIGHWAY - UNIFORMS	53410	53100	93.18
				CHECK 100 142467 TOTAL FOR FUND 100:			<u>227.90</u>
11/15/2024	100	142468	VILLAGE OF PEWAUKEE	LIBRARY - OPERATING SUPPLIES	53400	55110	74,722.91
				LIBRARY - OPERATING SUPPLIES	53400	55110	74,722.91
				CHECK 100 142468 TOTAL FOR FUND 100:			<u>149,445.82</u>
11/15/2024	100	142470	WASTE MANAGEMENT	SERVICE FEES	52900	53635	3,642.20
11/15/2024	100	142473*#	WE ENERGIES	HIGHWAY - ELECTRICITY	52210	53100	951.98
				GAS FOR HEAT (NATURAL GAS)	52220	53100	66.44
				CHECK 100 142473 TOTAL FOR FUND 100:			<u>1,018.42</u>
11/15/2024	100	142474	WOLF PAVING	HIGHWAY - ROAD REPAIRS	53730	53100	183.00
				Total for fund 100 GENERAL FUND			218,540.42

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 230 STORM WATER MANAGEMENT							
11/15/2024	100	142421*#	AECOM TECHNICAL SERVICES, INC	PROJECTS - CITY STORM WATER STUDY	58210	57340	6,024.90
				PROJECTS - WAGNER PARK POND	58200	57367	119.37
				PROJECTS - SPRINGDALE DRAINAGE EASEMENT	58210	57370	8,998.64
				CHECK 100 142421 TOTAL FOR FUND 230:			<u>15,142.91</u>
11/15/2024	100	142423	ALL-WAYS CONTRACTORS, INC	DITCH & CULVERT MAINT - DITCH	53520	53652	57.00
11/15/2024	100	142424	AMERICAN PAPER & PACKAGING	CONTRACTED JANITORIAL	52400	53650	164.34
11/15/2024	100	142425*#	AMERICAN TIRE DISTRUTORS	EQUIPMENT REPAIR & MAINT	52430	53650	284.58
11/15/2024	100	142426	AUTOMOTIVE SUPPLY OF SUSSEX	EQUIPMENT REPAIR & MAINT	52430	53650	16.79
11/15/2024	100	142435*#	ELIZABETH BROWN	MILEAGE	53300	53650	5.36
11/15/2024	100	142453	LANNON STONE PRODUCTS	DITCH & CULVERT MAINT - DITCH	53520	53652	64.47
11/15/2024	100	142455*#	LINCOLN CONTRACTORS	OPERATING SUPPLIES	53400	53650	113.98
				OPERATING SUPPLIES	53400	53650	291.87
				CHECK 100 142455 TOTAL FOR FUND 230:			<u>405.85</u>
11/15/2024	100	142460*#	PAYNE & DOLAN	STORM SEWER MAINT - CURB & GUTTER	53530	53651	820.69
11/15/2024	100	142467*#	VESTIS	CONTRACTED JANITORIAL	52400	53650	19.89
11/15/2024	100	142469	Waldschmidt's Town & Country Mart	EQUIPMENT REPAIR & MAINT	52430	53650	159.90
11/15/2024	100	142473*#	WE ENERGIES	ELECTRICITY	52210	53650	476.00
				GAS FOR HEAT (NATURAL GAS)	52220	53650	33.24
				CHECK 100 142473 TOTAL FOR FUND 230:			<u>509.24</u>
				Total for fund 230 STORM WATER MANAGEMENT			17,651.02

11/15/2024 09:27 AM  
User: FIORENTINO  
DB: City Of Pewaukee

CHECK DISBURSEMENT REPORT FOR PEWAUKEE  
CHECK DATE FROM 11/08/2024 - 11/15/2024

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 420 CAPTIAL ROAD PROJECTS							
11/15/2024	100	142421*#	AECOM TECHNICAL SERVICES, INC	LEXINGTON/TAKOMA PH 2	58210	57568	13,492.05
11/15/2024	100	142435*#	ELIZABETH BROWN	LEXINGTON/TACOMA	58210	57426	9.38
				SPICE CREEK/MEADOWBROOK FARMS PH 4	58210	57557	12.73
				JOSEPH ROAD NEW CONTRACT	58210	57566	2.68
				CHECK 100 142435 TOTAL FOR FUND 420:			<u>24.79</u>
				Total for fund 420 CAPTIAL ROAD PROJECTS			13,516.84



11/15/2024 09:27 AM  
User: FIORENTINO  
DB: City Of Pewaukee

CHECK DISBURSEMENT REPORT FOR PEWAUKEE  
CHECK DATE FROM 11/08/2024 - 11/15/2024

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 490 CAPTIAL EQUIPMENT							
11/15/2024	100	142458	PARKITECTURE & PLANNING	CAPITAL EQUIPMENT/BUILDING	58100	57621	15,769.60
Total for fund 490 CAPTIAL EQUIPMENT							15,769.60

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 600 WATER UTILITY							
11/15/2024	100	142427	BADGER METER	CUSTOMER ACCTS OPS-METER READING EXPS	52401	10902	1,200.00
11/15/2024	100	142430*#	CINTAS CORP	TRANS & DIST OPS-UNIFORMS	53410	10665	51.84
11/15/2024	100	142435*#	ELIZABETH BROWN	LINDSAY WATER - PARK TO SWAN	12814	00107	3.35
11/15/2024	100	142436*#	ELLIOTTS ACE HARDWARE	TREATMENT MAINT-BUILDINGS & GROUNDS	52310	10651	4.29
				TRANS & DIST OPS-MISC EXPENSES	53400	10665	20.98
				ADMIN & GEN OPS-TRANSP EXPS REPAIRS	52400	10921	49.50
				CHECK 100 142436 TOTAL FOR FUND 600:			<u>74.77</u>
11/15/2024	100	142438	FERGUSON WATERWORKS #1476	SOURCE MAINT-MAINT OF SUPPLY MAINS	52400	10616	372.55
11/15/2024	100	142444	HAWKINS, INC.	TREATMENT OPS-CHEMICALS	53410	10641	6,906.19
11/15/2024	100	142446	HYDROCORP	TRANS & DIST OPS-CROSS CONNECTION	52900	10664	1,288.00
11/15/2024	100	142456*#	MENARDS	TREATMENT MAINT-MAINT OF TREATMENT	52400	10652	61.02
				TREATMENT MAINT-MAINT OF TREATMENT	52400	10652	6.63
				CHECK 100 142456 TOTAL FOR FUND 600:			<u>67.65</u>
11/15/2024	100	142463*#	RUEKERT & MIELKE, INC.	WELL #8 REHAB	12851	00107	2,416.50
				OFFICE EQUIPMENT WATER	18572	00391	1,711.87
				TRANS & DIST MAINT-SCADA MAINT	52100	10678	257.50
				CHECK 100 142463 TOTAL FOR FUND 600:			<u>4,385.87</u>
11/15/2024	100	142471	WATER QUALITY INVESTIGATIONS	WELL #8 REHAB	12851	00107	167.50
				WELL #8 REHAB	12851	00107	963.13
				CHECK 100 142471 TOTAL FOR FUND 600:			<u>1,130.63</u>
				Total for fund 600 WATER UTILITY			15,480.85

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 650 SEWER UTILITY							
11/15/2024	100	142430*#	CINTAS CORP	Uniforms & Protective Equipment	53410	01827	51.85
11/15/2024	100	142431	CITY OF BROOKFIELD	SEWER SERVICE CHARGE - BROOKFIELD	52340	01827	603,459.06
11/15/2024	100	142436*#	ELLIOTTS ACE HARDWARE	SUPPLIES AND EXPENSES	53400	01827	14.98
				ADMIN & GEN OPS-TRANSP EXPS & REPAIRS	52400	10921	49.50
				CHECK 100 142436 TOTAL FOR FUND 650:			64.48
11/15/2024	100	142463*#	RUEKERT & MIELKE, INC.	OFFICE EQUIP - SEWER	18572	01372	1,711.88
				SCADA/TELEMETRY MAINT	52100	01831	257.50
				CHECK 100 142463 TOTAL FOR FUND 650:			1,969.38
11/15/2024	100	142472	WAUKESHA WATER UTILITY	SEWER SERVICE CHARGE - WCC	52344	01827	27,457.34
				Total for fund 650 SEWER UTILITY			633,002.11
			TOTAL - ALL FUNDS				913,960.84

'\*'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND  
 '#'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT



**CITY OF PEWAUKEE  
COMMON COUNCIL AGENDA ITEM •**

**DATE:** November 18, 2024

**DEPARTMENT:** Clerk/Treasurer

**PROVIDED BY:**

***SUBJECT:***

§19.85(1)(e): Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session specifically related to the Joint Library Lease Agreement.

***BACKGROUND:***

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***