



**Department of Public Works  
Engineering Division**

W240N3065 Pewaukee Road • Pewaukee, WI 53072

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**PUBLIC WORKS COMMITTEE  
MEETING NOTICE AND AGENDA**

**Thursday, November 14, 2024**

**4:00 PM**

City Hall Common Council Chambers  
W240N3065 Pewaukee Road Pewaukee, WI 53072

- 
1. Call to Order and Pledge of Allegiance
  2. Public Comment - Please limit your comments to 2 minutes. If further time for discussion is needed, please contact your local Alderperson prior to the meeting.
  3. Discussion and Action Regarding the Minutes of 8/29/2024 meeting.
    - 3.1. Discussion and possible action regarding the meeting minutes of 8/29/2024
  4. Water and Sewer Division
    - 4.1. For your review, attached is the Water & Sewer Utility budget.
  5. Engineering Division
    - 5.1. Discussion and possible action to install a street light at the intersection of River Park Drive and Pewaukee Road (STH 164)
    - 5.2. Discussion and possible action regarding Johns Disposal contract.
  6. Public Comment - Please limit your comments to 2 minutes. If further time for discussion is needed, please contact your local Alderperson prior to the meeting.
  7. Adjournment

Magdelene Wagner  
Director of Public Works

November 7, 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 DPW Main Office, at (262) 691-0804 by 12:00 p.m. the Tuesday prior to the meeting so that arrangements may be made to accommodate your request.



**CITY OF PEWAUKEE  
PUBLIC WORKS COMMITTEE AGENDA ITEM 3.1.**

**DATE:** November 14, 2024

**DEPARTMENT:** PW - Water/Sewer

**PROVIDED BY:**

***SUBJECT:***

Discussion and possible action regarding the meeting minutes of 8/29/2024

***BACKGROUND:***

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

**ATTACHMENTS:**

Description

8-29-2024 Minutes

In Attendance

Mayor S. Bierce, Alderman J. Wamser, Committee Members: M. Kreiter, D. Swan, J. Tormey

Also in Attendance

M. Wagner-Director of Public Works, J. Mueller-Utility Manager, R. Wirtz-Chief Engineer-Utilities, R. Kincaid-Assistant Utility Manager, R. Reed-Utility Billing Specialist

1. Call to Order and Pledge of Allegiance

Mayor Bierce called the meeting to order at 4:00 p.m. and requested everyone stand for the Pledge of Allegiance.

2. Public Comments

Michael Karolek, W237N1157 Kings Court, had questions regarding the 2025 budget for the Sherwood Forest subdivision.

3. Discussion and Action Regarding the Minutes

3.1. Discussion and possible action regarding the meeting minutes of 6/13/2024

**A motion was made and seconded (Swan, Tormey) to approve the June 13, 2024, meeting minutes.** Motion passed: For-5, Against-0

4. Communications

4.1. Discussion and possible action regarding a speed reduction request for Duplainville Road from 45mph to 35mph.

Ms. Wagner stated she received an email from a resident requesting to reduce the speed limit from 45mph to 35mph on Duplainville Road from Victoria Street north to the city limits. He was concerned about the traffic speeding in the densely populated area with the new subdivisions and the new trail along Duplainville Road.

The Sheriff's department conducted a speed study in the area in June 2024. Previous studies were also conducted in 2023 and 2021. The studies showed that roughly 18% of the traffic exceeded the enforceable limits. There was one crash in 2020, a rear-end collision at Victoria Street, resulting in property damage only. The Sheriff's office considers this a low risk, low enforcement area.

Ms. Wagner stated that Duplainville Road was recently reconstructed. She reviewed the traffic studies and determined the speed limits posted for the roadway were appropriate. Ms. Wagner believes there is adequate sight distance for people to see oncoming traffic in the area, whether operating vehicles, on bikes, or as pedestrians. Duplainville Road does meet all the clear zone and sight-line requirements for this posted speed limit. It is not a densely populated area, and she said staff feels the 45mph speed limit is appropriately posted.

Mayor Bierce agreed with Ms. Wagner's comments but is in favor of lowering the speed limit. The committee discussed the various pros and cons for reducing the speed limit. Alderman Wamser stated he wants to see consistency and feels the speed limit should be reduced to 35mph. Mr. Krieter is in favor of reducing the speed limit to 35mph. Mr. Tormey feels the speed limit should remain at 45mph. Mr. Swan stated he is not in favor of lowering the speed limit.

Fred Lindenstruth, W226N4493 Duplainville Road, stated he is for the speed reduction due to the increased traffic and pedestrians.

A discussion took place regarding the matter. Ms. Wagner stated that staff does not recommend a speed reduction in this area. If the committee agrees to lower the speed limit, it will have to go to Council as an ordinance change.

**A motion was made and seconded (Wamser, Kreiter) to recommend to Council to reduce the speed limit from 45mph to 35mph.** Motion passed: For-4, Against-1

5. Engineering Division

5.1. Discussion and possible action regarding the 2025 Preliminary Budget for Trails, Roads, and Storm Water Utility.

Ms. Wagner reported on the Department of Public Works preliminary 2025 budget. The Utility budget has been delayed as requested by the Council in previous years, so they can focus on each budget separately.

Engineering: The preliminary Engineering budget is mainly carried over as status quo with a slight increase for obtaining some new equipment for the new truck that was purchased this past year, an additional field tablet, a metal detector, and a few new chairs for office staff.

Highway: The preliminary Highway budget will mainly be carried over as status quo. Ms. Wagner stated that the numbers for the new DPW building are estimated, though she feels comfortable that they are close. She would like one more year to solidify the numbers.

Included in the budget is the replacement of headsets used by the crews during tree trimming and traffic control. Due to ongoing issues and dramatic price increases with the consultant, the City has canceled its animal control contract and has taken over, using city staff to pick up the dead deer along the roadways. That change resulted in a reduction in our budget.

Recycling: The 2025 budget basically remained the same, with a slight increase due to additional residential customers, and an increase in the fees from our contractor.

Forestry: This budget largely remained the same. There will be a second phase of tree removals for dead or diseased trees in the right-of-way.

Boat Launch: Included in the preliminary budget is the rehab of the Lakeview Boulevard launch, which was cut from last year's budget. We would like to extend the current mat to eliminate some of the rilling at the bottom and undermining of the mat from power loading from the boats. In addition, some funds were included for two fishing piers that need some work or possible replacement.

Bike and Pedestrian: The Meadowbrook /Fieldhack Extension project will be in design for next year, using the grant (80%) and our share (20%) of the funding; construction is slated for 2026.

The county is trying to get a connection from Frame Park to the Fox River Trail, and part of that would come across Redford Boulevard. We are waiting on the county to try to figure out how to do that project.

Ms. Wagner discussed various trail projects that are waiting for additional information from the county or other municipalities, and if approved, would be in design for 2025-2026.

At a previous meeting, residents came in with a petition to finish off the trail on Pewaukee Road from Riverwood North down to Tower Place. The council opted to push that into the 2025 budget cycle to see if it would move

forward. It did not move forward on its own outside of the budget, so this was the consideration to bring it into the 2025 budget.

Mayor Bierce asked if Nettesheim Park, Crestview, and Prospect have been designed yet. Ms. Wagner stated the design has been done for the Nettesheim Park crossing, and we are still working with the county. The 164 and Ridgeview crossing is in design, and we are working with the state to coordinate that project. The Crestview crossing was pulled into the Meadowbrook project.

Quiet Zones: Construction is slated for 2025 at Weyer Road, Duplainville Road, Watertown Road, and Green Road. We are currently waiting for approval from the FRA for Weyer Road. We want to do all the projects at the same time, so it will be one long consistent route throughout the region. Brookfield is taking the lead on Springdale Road, and our portion of the bill is included in the budget. The Village of Pewaukee is looking to move forward with their quiet zones, so included in the budget are funds for the Parkside Road project.

Mayor Bierce asked if our quarry has any say in the quiet zones? Do they have to blow the horn for that crossing? Ms. Wagner reported that the only one we had an issue with was Zignego, as it has a private crossing. They were willing to work with us, and ultimately it just required installing a stop sign at their crossing.

Road Projects: Construction is scheduled next year for Westwood and Corporate Court in the business park; Hickory Grove Estates (roadway and sanitary sewer potential expansion, but water is not likely as it is not readily available to that subdivision); and Lexington Phase 2.

Going into design will be the city's section of Watertown Road (Springdale to North Avenue); Rolling Ridge (sewer, potentially water, and roadways); Sherwood Forest and Busse Road (sewer, water, and potential roadways); Green Hill and Yench Road (road reconstruction, and potential development may bring sewer and water to that area); Wethersfield Phase 1 (full depth mills and replacement of asphalt); Springdale Estates, and Glenwood Drive (added because the roadway is failing).

Stormwater Utility Budget: This budget is mainly status quo for the programs. Most stormwater projects go hand-in-hand when doing a road project. Stormwater management improvements will be done, along with some catch basin maintenance.

The stand-alone stormwater project is in the Valleybrook subdivision. We receive complaints on a regular basis about flooding in that area. It appears there are some obstructions that need to be cleaned out, so included are funds for investigation of a potential project in 2026. The rest of the projects are related to either leftover retainage or correlate with road projects that are ongoing in the community.

The five-year paving program, although incomplete, focuses on the next couple of years. The same with the Bike and Pedestrian plan; it focuses on 2025 and gives an idea of 2026.

Mr. Swan stated he likes the idea of the five-year plan for the roads. Ms. Wagner said the projects shift based on road conditions, but it provides our residents with some information for the future. The information can also be found on our website and in our DPW newsletters.

**A motion was made and seconded (Kreiter, Tormey) to recommend sending the 2025 budget to the Finance Committee.** Motion passed: For-5, Against-0.

Mr. Kreiter requested an update on the Gun Club lift station project on Watertown Road. Ms. Mueller stated that they are starting to pour the concrete bottom; depth is 40 feet. Pictures are in our monthly memo. The anticipated completion date is December 2025.

6. Public Comments

None

7. Adjournment

**A motion was made and seconded (Kreiter, Tormey) to adjourn the meeting at 4:53 p.m.**

Motion Passed: For-5, Against-0

Respectfully Submitted,

Magdelene Wagner  
Director of Public Works

DRAFT

**CITY OF PEWAUKEE  
PUBLIC WORKS COMMITTEE AGENDA ITEM 4.1.**

**DATE:** November 14, 2024

**DEPARTMENT:** PW - Water/Sewer

**PROVIDED BY:** Jane Mueller

***SUBJECT:***

For your review, attached is the Water & Sewer Utility budget.

***BACKGROUND:***

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

**ATTACHMENTS:**

Description

Water Budget Summary 2025

Water Detail 2025 Budget

Sewer Budget Summary 2025

Sewer Detail 2025 Budget

W&S Capital Budget 2025



**CITY OF PEWAUKEE  
WATER UTILITY  
2025 OPERATING BUDGET SUMMARY**

	2023 Actual	2024		2025 Budget	
		6 Month Actual	Year End Forecast		2024 Budget
<b>Operating Revenues</b>	2,888,381	1,438,246	3,189,700	3,227,300	3,226,500
<b>Operating Expenses</b>					
Wages Not Charged to Projects	187,200	-	-	177,971	-
Fringe Benefits	68,958	17,217	80,085	61,750	79,178
Source of Supply Expenses	20,248	24,281	167,044	151,175	207,014
Pumping Expenses	417,688	149,645	404,245	434,600	481,859
Water Treatment Expenses	195,826	94,929	224,184	214,750	255,988
Transmission & Distribution	163,196	160,300	487,931	426,767	646,070
Consultants & Studies	22,185	-	20,000	80,000	35,000
Shared Transportation & Maintenance	9,240	892	-	27,000	-
Shared Administrative Expenses	728,750	268,162	729,525	668,358	905,302
PSC Remainder Tax	2,448	-	3,546	3,000	3,000
Property Tax Equivalent	450,222	-	515,000	515,000	500,000
<b>Total Operating Expenses</b>	2,265,960	715,425	2,631,560	2,760,371	3,113,411
<b>Operating Profit before Depreciation</b>	622,421	722,821	558,140	466,929	113,089
<b>Depreciation Expense</b>	1,371,008	-	1,360,000	1,320,000	1,383,000
<b>Net (Loss) from Operations</b>	(748,587)	722,821	(801,860)	(853,071)	(1,269,911)
<b>Non-Operating Revenue</b>					
Interest on Investments/AR	6,214	-	8,026	30,000	6,000
Long Term Debt Premium	-	-	-	-	-
Interest on Special Assessments	-	-	-	-	-
Water Construction	661,199	158,335	318,000	322,018	155,000
Deferred/Contemplated Sp Assmt Payoff	190,107	84,238	130,000	75,000	75,000
Gain/Loss on Fixed Asset Disposal	(181,003)	16,000	16,000	5,000	5,000
Other Non-Operating Revenue	5,312,575	1	10	50	50
<b>Total Non-Operating Revenues</b>	5,989,091	258,574	472,036	432,068	241,050
<b>Non-Operating Expenses</b>					
Interest on Long Term Debt and Debt Ex	293,284	170,182	335,988	335,988	316,564
Other Non-Operating Expenses	-	-	42,500	75,000	42,500
<b>Total Non-Operating Expenses</b>	293,284	170,182	378,488	410,988	359,064
<b>Net Profit (Loss)</b>	4,947,220	811,213	(665,812)	(831,991)	(1,345,425)

**CITY OF PEWAUKEE  
WATER UTILITY  
2025 OPERATING BUDGET**

Original GL	New GL #	x0 Descr	2023 Actual	2024			2025 Budget
				6 Month Actual	Year End Forecast	2024 Budget	
<b>Operating Revenues</b>							
600-00432-46241	600-00432-46241	Private Fire Protection	80,314	40,819	82,000	81,500	82,000
600-00461-46450	600-00461-46450	Metered Sales-Residential	1,297,383	654,121	1,470,000	1,492,000	1,500,000
600-00461-46451	600-00461-46451	Metered Sales-Industrial	102,049	47,079	105,000	157,800	105,000
600-00461-46452	600-00461-46452	Metered Sales Commercial	457,801	227,520	577,000	557,000	577,000
600-00461-46453	600-00461-46453	Metered Sales Public	13,163	3,357	6,700	14,500	8,500
600-00461-46454	600-00461-46454	Metered Sales-Multi Family	210,392	135,252	281,000	276,000	283,000
600-00463-46242	600-00463-46242	Public Fire Protection	697,908	316,388	634,000	615,000	637,000
<b>Total Operating Revenues</b>			<b>2,859,009</b>	<b>1,424,536</b>	<b>3,155,700</b>	<b>3,193,800</b>	<b>3,192,500</b>
<b>Other Revenues</b>							
600-00470-45111	600-00470-45111	Late Payment Penalty - Water	10,237	4,670	9,000	8,500	9,000
600-00474-48901	600-00474-48901	Other Water Revenues	14,435	7,316	20,000	20,000	20,000
600-00474-46191	600-00474-46191	Other Revenue-Spec Assmt Ltr	4,700	1,725	5,000	5,000	5,000
<b>Total Other Revenues</b>			<b>29,372</b>	<b>13,710</b>	<b>34,000</b>	<b>33,500</b>	<b>34,000</b>
<b>Total Revenues</b>			<b>2,888,381</b>	<b>1,438,246</b>	<b>3,189,700</b>	<b>3,227,300</b>	<b>3,226,500</b>
<b>Expenses</b>							
<b>Wages Not Charged to Projects</b>							
600-00600-51100	600-00600-51100	Wages	23,968	-		34,729	
600-00620-51100	600-00620-51100	Wages	55,206	-		70,555	
600-00630-51100	600-00630-51100	Wages	19,671	-		16,424	
600-00920-51220	600-00920-51220	Internal Engineering Wages	88,356	-	-	56,263	
<b>Total Wages</b>			<b>187,200</b>	<b>-</b>	<b>-</b>	<b>177,971</b>	<b>-</b>
<b>Fringe Benefits</b>							
600-00926-51390	600-10926-51390	Vac/Sick Liability Expense	68,958	17,217	80,085	61,750	79,178
<b>Total Fringe Benefits</b>			<b>68,958</b>	<b>17,217</b>	<b>80,085</b>	<b>61,750</b>	<b>79,178</b>
<b>Plant Operation &amp; Maintenance</b>							
<b>Source of Supply Expenses</b>							
600-10600-51100	600-10600-51100	Source Ops- Supv & Engineer Wages	-	4,819	9,890	-	10,157
600-10601-51200	600-10601-51200	Source Ops- Operation Labor	156	16,078	17,365	-	14,366
600-10602-52900	600-10602-52900	Source Ops-Purchased Water	-	-	-	300	300
600-10603-52200	600-10603-52200	Source Ops-Safety	-	354	2,000	-	2,200
600-10603-52900	600-10603-52900	Source Ops- Water Withdraw Fee Dnr	125	125	125	125	125
600-10603-53400	600-10603-53400	Source Ops- Supplies And Expenses	229	83	300	750	500

600-10610-51100	600-10610-51100	Source Maint-Wages	-	-	17,364	-	14,366
600-10611-52310	600-10611-52310	Source Maint-Buildings And Grounds	11,464	2,039	15,000	50,000	50,000
600-10614-52400	600-10614-52400	Source Maint-Maint Of Wells	-	350	100,000	-	110,000
600-10616-52400	600-10616-52400	Source Maint-Maint Of Supply Mains	8,274	-	2,000	100,000	2,000
600-10617-52400	600-10617-52400	Source Maint-Misc Water Source Plant	-	433	3,000	-	3,000
<b>Total Source of Supply Expenses</b>			<b>20,248</b>	<b>24,281</b>	<b>167,044</b>	<b>151,175</b>	<b>207,014</b>

#### Pumping Expenses

600-10620-51100	600-10620-51100	Pumping Ops-Superv & Eng-Wages	-	4,819	4,945	-	5,079
600-10621-53900	600-10621-53900	Pumping Ops-Fuel To Power Generator	-	948	1,200	-	1,300
600-10623-52200	600-10623-52200	Pumping Ops-Natural Gas	10,229	3,126	9,200	9,200	10,500
600-10623-52210	600-10623-52210	Pumping Ops- Electricity	326,795	94,760	285,000	310,000	310,000
600-10624-51200	600-10624-51200	Pumping Ops-Labor And Exps	401	36,384	60,555	-	71,501
600-10625-59000	600-10625-59000	Pumping Ops-Expenses Transferred Credit	-	-	-	-	-
600-10626-53400	600-10626-53400	Pumping Ops-Misc Expense	469	95	400	400	400
600-10630-51100	600-10630-51100	Pump Maint Supv & Engin-Wages	-	-	4,945	-	5,079
600-10631-52310	600-10631-52310	Pump Maint-Build & Grounds	11,313	14	3,000	50,000	3,000
600-10632-51239	600-10632-51239	Pump Maint-Generator Maint & Labor	66	3,178	10,000	-	10,000
600-10633-52400	600-10633-52400	Pump Maint-Maint And Repair	68,415	6,322	25,000	65,000	65,000
<b>Total Pumping Expenses</b>			<b>417,688</b>	<b>149,645</b>	<b>404,245</b>	<b>434,600</b>	<b>481,859</b>

#### Water Treatment Expenses

600-10640-51100	600-10640-51100	Treat Ops-Oper Super & Eng-Wages	-	4,819	4,945	-	5,079
600-10641-53410	600-10641-53410	Treatment Ops-Chemicals	104,684	32,536	97,000	97,000	100,000
600-10642-51200	600-10642-51200	Treatment Ops-Labor	178	7,154	16,424	-	23,580
600-10642-52310	600-10642-52310	Treatment Ops-Water Testing & Lab Exps	29,569	10,264	20,500	28,000	28,000
600-10643-53400	600-10643-53400	Treatment Ops-Supplies And Misc	48	-	350	750	750
600-10650-51100	600-10650-51100	Treat Maint- Superv & Eng-Wages	-	-	4,945	-	5,079
600-10651-52310	600-10651-52310	Treatment Maint-Buildings & Grounds	-	2,407	3,000	-	3,000
600-10652-52400	600-10652-52400	Treatment Maint-Maint Of Treatment Equip	14,867	12,366	25,000	35,000	35,000
600-10652-52900	600-10652-52900	Treatment Maint-Wrt Radium Treatment	46,480	25,382	52,020	54,000	55,500
<b>Total Water Treatment Expenses</b>			<b>195,826</b>	<b>94,929</b>	<b>224,184</b>	<b>214,750</b>	<b>255,988</b>

#### Transmission & Distribution

600-10660-51100	600-10660-51100	Trans & Dist Ops-Supv & Eng-Wages	-	37,554	9,891	-	42,360
600-10661-52401	600-10661-52401	Trans & Dist Ops-Reservoirs & Standpipes	-	-	2,000	-	2,000
600-10663-53400	600-10663-53400	Trans & Dist Ops-Meter Supplies	1,349	-	250	500	500
600-10664-52401	600-10664-52401	Trans & Dist Ops-Customer/Private Side	-	-	300	-	300
600-10664-52900	600-10664-52900	Trans & Dist Ops-Cross Connection Inspec	11,944	6,440	15,500	15,500	16,000
600-10665-53400	600-10665-53400	Trans & Dist Ops-Misc Expenses	1,240	287	900	1,750	1,750
	600-10665-52450	Trans & Dist Ops-Diggers Hotline Water	18,052	12,420	19,600	28,500	19,600
600-10665-53410	600-10665-53410	Trans & Dist Ops-Uniforms	2,938	1,482	3,900	3,300	3,900

600-10670-51100	600-10670-51100	Trans & Dist Maint-Supv & Eng Wages	-	-	9,890	-	42,360
600-10671-52310	600-10671-52310	Trans & Dist Maint-Buildings & Grounds	-	66	200	-	300
600-10672-52400	600-10672-52400	Trans & Dist Maint-Reservoirs & Standpip	680	50	7,500	40,000	25,000
600-10673-52400	600-10673-52400	Trans & Dist Maint-Trans& Distr Mains	48,726	12,566	150,000	195,717	200,000
600-10675-52400	600-10675-52400	Trans & Dist Maint-Maint Of Services	28,464	1,838	20,000	32,000	37,000
600-10676-52400	600-10676-52400	Trans & Dist Maint-Maint Of Meters	24,590	17,339	28,000	24,500	30,000
600-10677-52400	600-10677-52400	Trans & Dist Maint-Maint Of Hydrants	24,541	62,857	100,000	82,000	110,000
600-10678-52100	600-10678-52100	Trans & Dist Maint-Scada Maint	-	3,623	20,000	-	15,000
600-10678-52400	600-10678-52400	Trans & Dist Maint-Misc Plant Repairs	671	3,778	100,000	3,000	100,000
				-			

**Total Transmission & Distribution**

<b>163,196</b>	<b>160,300</b>	<b>487,931</b>	<b>426,767</b>	<b>646,070</b>
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**Consultants & Studies**

600-00923-52399	600-00923-52399	Water Facilities Plan	22,185	-	20,000	80,000	35,000
<b>Total Consultants &amp; Studies</b>			<b>22,185</b>	<b>-</b>	<b>20,000</b>	<b>80,000</b>	<b>35,000</b>

**Shared Transportation and Maintenance Expenses**

600-00950-52100	600-00950-52100	Scada/Telemetry	8,816	892	-	25,000	
600-00950-52200	600-00950-52200	Safety	424	-	-	2,000	
<b>Total Shared Transportation and Maintenance</b>			<b>9,240</b>	<b>892</b>	<b>-</b>	<b>27,000</b>	<b>-</b>

**Shared Administrative Expenses**

600-10920-51100	600-10920-51100	Admin & Gen Exps-Admin Wages	105,185	48,639	84,000	159,887	34,789
600-10920-51200	600-10920-51200	Admin & Gen Exps-Admin Salaries	-	-	39,562	-	56,387
600-10925-55110	600-10925-55110	Admin & Gen Ops-Workers Comp Ins	7,062	(735)	28,250	8,358	29,000
600-10926-51300	600-10926-51300	Admin & Gen Ops Soc Sec/Med	30,571	19,676	31,000	39,510	32,328
600-10926-51310	600-10926-51310	Admin & Gen Ops- Health Insurance	84,169	48,270	141,625	141,625	143,095
600-10926-51320	600-10926-51320	Admin & Gen Ops-Dental Insurance	4,594	2,607	6,040	6,040	5,407
600-10926-51330	600-10926-51330	Admin & Gen Ops- Optical Ins	555	252	694	694	853
600-10926-51340	600-10926-51340	Admin & Gen Ops - Life Insurance	1,027	638	1,231	1,231	967
600-10926-51350	600-10926-51350	Admin & Gen Ops - Disability Ins	1,463	918	1,903	1,903	1,457
600-10926-51360	600-10926-51360	Admin & Gen Ops- Pension	59,930	17,693	42,813	42,813	58,737
600-10926-51361	600-10926-51361	Admin & Gen Ops-Pension Exp Gasb 68	161,379	-	23,000	16,250	23,000
600-10926-51950	600-10926-51950	Admin & Gen Ops-Benef Chgd To/From Ot	19,340	10,421	24,970	24,970	59,746
600-10901-51100	600-10901-51100	Customer Accts Ops-Superv Wages	-	7,325	9,890	-	15,777
600-10902-51200	600-10902-51200	Customer Accts Ops-Meter Reading Wages	6,589	4,605	8,000	8,164	7,800
600-10903-51200	600-10903-51200	Customer Accts Ops-Billing Labor Wages	-	-	-	-	3,133
600-10903-52401	600-10903-52401	Customer Accts Ops-Cust Records Bill Exp	15,936	9,377	17,500	15,500	16,000
600-00901-52200	600-10902-52401	Meter Reading Expenses	10,531	5,170	8,000	4,500	8,000
600-10904-57400	600-10904-57400	Customer Accts Ops-Uncollectable Accts	-	-	25	100	100
600-10905-52401	600-10905-52401	Customer Accts Ops-Misc Cust Acct Exps	-	-	2,850	-	2,850
600-10906-52401	600-10906-52401	Customer Accts Ops-Cust Serv & Info Exps	-	-	200	7,500	200
600-10921-52230	600-10921-52230	Admin & Gen Ops-Phone, Internet Cell	2,547	1,565	31	4,250	3,540
600-10921-52301	600-10921-52301	Admin & Gen Ops-Equip & Maint	1,246	1,156	2,750	2,750	2,750

600-10921-52303	600-10921-52303	Admin & Gen Ops-Bank Service Charges	-	-	100	-	100
600-10921-52331	600-10921-52331	Admin & Gen Ops-Answering Service	717	152	700	550	725
600-10921-52400	600-10921-52400	Admin & Gen Ops-Transp Exps Repairs	7,190	2,096	7,000	5,000	7,750
600-10921-53100	600-10921-53100	Admin & Gen Exps Ops-Office Supplies	3,164	897	2,850	2,850	3,000
600-10921-53140	600-10921-53140	Admin & Gen Ops-Trans Vehicle Fuel	8,736	5,500	11,000	11,000	11,000
600-10921-53210	600-10921-53210	Admin & Gen Ops-Meals & Incidentals	61	7	250	325	325
600-10921-53300	600-10921-53300	Admin & Gen Ops-Mileage	510	219	700	400	800
600-10921-53305	600-10921-53305	Admin & Gen Ops-Books & Periodicals	-	-	150	50	300
600-10921-53306	600-10921-53306	Admin & Gen Ops-Postage	197	52	500	350	350
600-10921-53307	600-10921-53307	Admin & Gen Ops-Notices & Publication	45	-	100	250	250
600-10922-59000	600-10922-59000	Admin & Gen Ops-Transfer Credit	-	-	-	-	-
600-10923-52100	600-10923-52100	Admin & General Ops-Attorney	-	-	1,000	4,000	12,500
600-10923-52120	600-10923-52120	Admin & Gen Ops-Audit/Accountant	51,015	4,003	64,403	37,500	55,886
600-10923-52160	600-10923-52160	Admin & Gen Ops-Gen Manage Dpw	40,000	-	-	40,000	-
600-10923-52170	600-10923-52170	Admin & Gen Ops-Outside Engineering	26,005	47,857	78,000	7,500	200,000
600-10923-52180	600-10923-52180	Admin & Gen Ops-Public Relations	-	-	500	-	20,000
600-10924-55120	600-10924-55120	Admin & Gen Ops-Property Insurance	12,675	473	11,900	16,500	12,400
600-10924-55121	600-10924-55121	Admin & Gen Ops-Boiler & Machine Ins	1,038	-	1,090	1,038	1,200
600-10924-55122	600-10924-55122	Admin & Gen Ops-Vehicle Ins	1,653	-	4,400	2,000	5,000
600-10928-52381	600-10928-52381	Oper & Maint Exp-Regulatory & Comm Exp	660	-	8,000	8,000	8,000
600-10928-52383	600-10928-52383	Admin & Gen Ops-Outside Prof & Consult	27,521	8,198	8,198	5,000	15,000
600-10930-53100	600-10930-53100	Admin & Gen Ops-Misc Gen Supplies	-	-	-	-	300
600-10930-53200	600-10930-53200	Admin & Gen Ops-Utility Memb & Cont Edu	5,915	1,331	17,850	5,250	12,000
600-10930-53307	600-10930-53307	Admin & Gen Ops-Publish Newsletter & Cc	9,011	1,800	5,000	3,250	5,500
600-10931-55391	600-10931-55391	Admin & Gen Ops-Rent	18,000	18,000	18,000	18,000	18,000
600-10933-52120	600-10933-52120	Admin & Gen Ops-Gis & Asset Manage Ma	2,510	-	13,500	13,500	9,000
<b>Total Shared Administrative Expenses</b>			<b>760,174</b>	<b>269,053</b>	<b>996,409</b>	<b>201,413</b>	<b>940,302</b>

600-00408-55300	600-00408-55300	Property Tax Equivalent	450,222	-	515,000	515,000	500,000
600-00408-55200	600-00408-55200	Psc Remainder Tax	2,448	-	3,546	3,000	3,000
<b>Total Operating Expenses</b>			<b>2,265,960</b>	<b>715,425</b>	<b>3,624,423</b>	<b>2,760,371</b>	<b>3,113,411</b>

**Operating Profit (Loss) before Depreciation**      **622,421**      **722,821**      **(434,723)**      **466,929**      **113,089**

600-00403-55000	600-00403-55000	Depreciation Exp. - Water	1,371,008	-	1,360,000	1,320,000	1,383,000
<b>Net Operating Profit (Loss) - Water</b>			<b>(748,586.97)</b>	<b>722,820.97</b>	<b>#####</b>	<b>(853,071.00)</b>	<b>(1,269,911.00)</b>

**Non-Operating Revenue**

600-00419-48100	600-00419-48100	Interest Income	3,188	-	5,000	27,000	3,000
600-00419-48102	600-00419-48102	Interest/Special Assmts.	3,026	-	3,026	3,000	3,000
600-00429-49120	600-00429-49120	Long Term Debt Premiun	-	-	-	-	-
600-00432-46161	600-00432-46161	Accounts Receivable Finance Charges	(2)	1	10	50	50

600-00464-46313	600-00464-46313	Water Construction	661,199	158,335	318,000	322,018	155,000
600-00464-46320	600-00464-46320	Deferred/Contemplated Sp Assmt Payoffs	190,107	84,238	130,000	75,000	75,000
600-00475-48300	600-00475-48300	Gain/Loss On Fixed Asset Disposal	(181,003)	16,000	16,000	5,000	5,000
600-00499-49999	600-00499-49999	Special Item Sewer Debt Forgiveness	5,312,577	-	-	-	-
<b>Total Non-Operating Revenues</b>			<b>5,989,091</b>	<b>258,574</b>	<b>472,036</b>	<b>432,068</b>	<b>241,050</b>

**Non-Operating Expenses**

600-00407-55100	600-00407-55100	Amort Property Losses	-	-	-	-	-
600-00427-56100	600-00427-56100	Interest/Long Term Debt	293,284	170,182	335,988	335,988	316,564
600-00428-56200	600-00428-56200	Bond Discount/Issue Costs	-	-	-	75,000	-
600-00430-55400	600-00430-55400	Amoritization Still River Well	-	-	42,500	-	42,500
<b>Total Non-Operating Expenses</b>			<b>293,284</b>	<b>170,182</b>	<b>378,488</b>	<b>410,988</b>	<b>359,064</b>

<b>Net Profit (Loss) - Water</b>	<b>4,947,220</b>	<b>811,213</b>	<b>(1,701,175)</b>	<b>(831,991)</b>	<b>(1,387,925)</b>
	(4,947,225)				
	(5)				
Balance per Trial Balance	1,106,009	(162,679)			

**CITY OF PEWAUKEE  
SEWER UTILITY  
2023 OPERATING BUDGET SUMMARY**

	2023 Actual	2024			2025 Budget
		6 Month Actual	Year End Forecast	2024 Budget	
<b>Operating Revenues</b>	4,237,679	2,136,168	4,298,225	4,048,025	4,324,025
<b>Operating Expenses</b>					
Wages	182,877	126,115	250,361	250,361	318,409
Fringe Benefits	248,595	83,182	232,683	181,349	343,090
Plant Operation & Maintenance	2,604,954	1,240,483	3,593,850	2,870,750	3,907,650
Consultants & Studies	44,811	-	102,903	63,500	207,500
Shared Transportation & Maintenance	136,186	49,918	130,263	143,263	132,205
Shared Administrative Expenses	130,734	52,137	216,403	180,971	314,895
<b>Total Operating Expenses</b>	<b>3,348,158</b>	<b>1,551,836</b>	<b>4,526,463</b>	<b>3,690,194</b>	<b>5,223,749</b>
<b>Operating Profit before Depreciation</b>	<b>889,521</b>	<b>584,332</b>	<b>(228,238)</b>	<b>357,831</b>	<b>(899,724)</b>
<b>Depreciation Expense</b>	<b>848,463</b>	<b>-</b>	<b>850,000</b>	<b>800,000</b>	<b>875,500</b>
<b>Net Profit (Loss) from Operations</b>	<b>41,058</b>	<b>584,332</b>	<b>(1,078,238)</b>	<b>(442,169)</b>	<b>(1,775,224)</b>
<b>Non-Operating Revenue</b>					
Interest on Investments/AR	345,594	266,535	266,735	158,000	202,000
Interest on Special Assessments	-	-	-	-	-
Sewer Service Connection Fees	325,426	90,759	235,030	328,154	241,530
Deferred Special Assmt Payoffs	96,369	381	6,000	25,000	25,000
Other Non-Operating Revenues	16,137	2	5,250	5,150	5,250
<b>Total Non-Operating Revenues</b>	<b>783,526</b>	<b>357,676</b>	<b>513,015</b>	<b>516,304</b>	<b>473,780</b>
<b>Non-Operating Expenses</b>					
Interest on Long Term Debt and Debt Ex	159,238	96,622	170,856	170,856	162,041
Other Non-Operating Expenses	5,297,086	-	-	-	-
<b>Total Non-Operating Expenses</b>	<b>5,456,325</b>	<b>96,622</b>	<b>170,856</b>	<b>170,856</b>	<b>162,041</b>
<b>Net Profit (Loss) - Sewer</b>	<b>(4,631,741)</b>	<b>845,387</b>	<b>(736,079)</b>	<b>(96,721)</b>	<b>(1,463,485)</b>

**CITY OF PEWAUKEE  
SEWER UTILITY  
2025 OPERATING BUDGET**

Old GL Number	New GL Number	Description	2024			2025 Budget	
			2023 Actual	6 Month Actual	Year End Forecast		2024 Budget
<b>Sewer Revenues</b>							
<b>Operating Revenues - Sewer</b>							
650-01621-46410	650-01621-46410	Residential Revenue Sewer	2,625,472	1,311,750	2,630,000	2,650,000	2,650,000
650-01621-46411	650-01621-46411	Industrial Revenue - Sewer	177,208	79,999	178,000	189,000	180,000
650-01621-46412	650-01621-46412	Commerical Revenue - Sewer	886,788	451,016	900,000	883,000	900,000
650-01621-46413	650-01621-46413	Public Revenue - Sewer	10,891	5,461	11,000	11,000	11,000
650-01621-46414	650-01621-46414	Multi Family Revenue - Sewer	509,241	278,771	559,000	297,000	563,000
<b>Total Operating Revenues</b>			<b>4,209,600</b>	<b>2,126,996</b>	<b>4,278,000</b>	<b>4,030,000</b>	<b>4,304,000</b>
<b>Other Revenues - Sewer</b>							
650-01631-45112	650-01631-45112	Late Payment Penalty - Sewer	10,700	7,447	15,200	13,000	15,000
650-01635-48902	650-01635-48902	Other Sewer Revenues	12,678	-	25	25	25
650-01635-46191	650-01635-46191	Other Revenue - Special Assessment Letters	4,700	1,725	5,000	5,000	5,000
<b>Total Other Revenues</b>			<b>28,078</b>	<b>9,172</b>	<b>20,225</b>	<b>18,025</b>	<b>20,025</b>
<b>Total Revenues</b>			<b>4,237,679</b>	<b>2,136,168</b>	<b>4,298,225</b>	<b>4,048,025</b>	<b>4,324,025</b>
<b>Expenses</b>							
<b>Wages</b>							
650-01820-51100	650-01820-51100	Wages	77,692	57,623	90,474	90,474	188,008
650-00920-51200	650-10920-51100	Salaries - Administrative	105,185	68,493	159,887	159,887	130,401
<b>Total Wages</b>			<b>182,877</b>	<b>126,115</b>	<b>250,361</b>	<b>250,361</b>	<b>318,409</b>
<b>Fringe Benefits</b>							
650-01820-51300	650-01820-51300	Fica Expense-REMOVE	16,543	6,443	-	21,275	
650-00926-51310	650-10926-51310	Benefits - Health Insurance	45,292	33,330	76,260	76,260	143,095
650-00926-51320	650-10926-51320	Benefits - Dental Insurance	2,473	1,833	3,253	3,253	5,407
650-00926-51330	650-10926-51330	Benefits - Optical Insurance	299	181	374	374	853
650-00926-51360	650-10926-51360	Benefits - Pension	28,081	23,340	23,053	23,053	29,369
650-00926-51340	650-10926-51340	Benefits - Life Insurance	550	344	663	663	967
650-00926-51350	650-10926-51350	Benefits - Disability Insurance	785	494	1,025	1,025	1,457
650-00926-51390	650-10926-51390	Vac/Sick Liability Expense	38,364	17,217	80,085	33,250	79,178
650-00926-51950	650-10926-51950	Benefits - Charged To/From Other Depts	19,340	-	24,970	13,446	59,764
650-00926-51361	650-10926-51361	Pension Expense GASB 68	96,869	-	23,000	8,750	23,000



**CITY OF PEWAUKEE  
SEWER UTILITY  
2025 OPERATING BUDGET**

Old GL Number      New GL Number      Description  
**Total Fringe Benefits**

2023 Actual	2024			2025 Budget
	6 Month Actual	Year End Forecast	2024 Budget	
<b>248,595</b>	<b>83,182</b>	<b>232,683</b>	<b>181,349</b>	<b>343,090</b>

**Plant Operation & Maintenance**

650-01821-52200	650-01821-52200	Power/Electricity	49,863	18,807	55,000	50,000	56,000
650-01821-52210	650-01821-52210	Power/Natural Gas	2,432	6,867	2,500	2,500	2,700
650-01821-53215	650-01821-53215	Power/Other Fuel	257	-	400	750	250
650-01827-53400	650-01827-53400	Supplies and Expenses	990	748	1,750	2,800	2,800
650-01827-53410	650-01827-53410	Uniforms	2,843	1,482	3,700	3,700	3,900
650-01827-52340	650-01827-52340	Sewer Service Charge - Brookfield	1,360,359	861,410	2,060,000	1,100,000	2,100,000
650-01827-52341	650-01827-52341	Sewer Service Charge - LPSD	604,636	159,825	640,000	650,000	701,000
650-01827-52342	650-01827-52342	Sewer Service Charge - Village of Pewaukee	120,559	29,225	140,000	140,000	140,000
650-01827-52343	650-01827-52343	Sewer Service Charge - SD #4	18,846	1,652	9,000	9,000	9,000
650-01827-52344	650-01827-52344	Sewer Service Charge - WCC	300,965	137,965	330,000	365,000	365,000
650-01827-56982	650-01827-56982	LPSD Debt Service Chg	-	-	-	-	-
650-01831-52400	650-01831-52400	Maintenance of Collection System	66,397	1,335	200,000	320,000	300,000
650-01831-52410	650-01831-52410	Maintenance SCS Sewer Cleaning	42,404	-	100,000	150,000	150,000
650-01831-52420	650-01831-52420	Maintenance/SCS - Flowmeter	2,936	-	7,500	15,000	15,000
650-01831-52430	650-01831-52430	Maintenance/SCS - Control Panel	2,478	2,523	7,000	7,000	7,000
650-01832-52400	650-01832-52400	Maintenance of Pumping Equipment	13,225	16,656	20,000	20,000	20,000
650-01834-52400	650-01834-52400	Maintenance of General Plant Structure	15,766	1,989	17,000	35,000	35,000
<b>Total Plant Operation &amp; Maintenance</b>			<b>2,604,954</b>	<b>1,240,483</b>	<b>3,593,850</b>	<b>2,870,750</b>	<b>3,907,650</b>

**Consultants & Studies**

650-01850-52100	650-01850-52100	OPS - Sewer Studies	43,890	-	25,000	25,000	100,000
650-01852-52380	650-01852-52380	OPS - Engineer - Sewer	921	-	7,500	7,500	50,000
650-01852-52382	650-01852-52382	OPS - Attorney - Sewer	-	-	6,000	6,000	20,000
650-01852-52383	650-01852-52383	OPS - Auditor/Accountant - Sewer	-	-	64,403	25,000	37,500
<b>Total Consultants &amp; Studies</b>			<b>44,811</b>	<b>-</b>	<b>102,903</b>	<b>63,500</b>	<b>207,500</b>

**Shared Transportation and Maintenance Expenses**

650-00933-53340	650-10921-53140	Transportation Expense - Vehicle Fuel	8,736	4,281	11,000	11,000	12,000
650-00933-55370	650-10924-55122	Transportation Expense - Vehicle Insurance	1,654	-	4,400	2,000	5,000
650-00933-52400	650-10921-52400	Transportation Expense - Repair & Maintenance	7,203	2,157	3,500	5,000	5,000
650-00950-52100	650-00950-52100	Scada/Telemetry	8,485	51	-	25,000	-

**CITY OF PEWAUKEE  
SEWER UTILITY  
2025 OPERATING BUDGET**

Old GL Number	New GL Number	Description	2023 Actual	2024			2025 Budget
				6 Month Actual	Year End Forecast	2024 Budget	
650-01831-52100	650-01831-52100	Scada/Telemetry	-	3,152	20,000	-	15,000
650-00950-52200	650-00950-52200	Safety	1,391	-	-	2,000	-
650-01827-52200	650-01827-52200	Safety	-	354	2,000	-	2,200
	650-10660-51100	Trans & Dist Ops & Eng- Wages	88,356	27,909	56,263	56,263	64,405
650-00950-52440	650-10665-52450	Diggers Hotline	17,851	12,014	19,600	28,500	19,600
650-00950-52445	650-10933-52120	GIS Software Maintenance	2,510	-	13,500	13,500	9,000
<b>Total Shared Transportation and Maintenance Expenses</b>			<b>136,186</b>	<b>49,918</b>	<b>130,263</b>	<b>143,263</b>	<b>132,205</b>

**Shared Administrative Expenses**

	650-10901-51100	Customer Accts Ops-Superv Wages	-	7,315	9,890	-	10,157
	650-10926-51300	Admint & Gen Ops Soc Sec/Med	-	8,726	31,000	-	32,328
650-00901-52200	650-10902-52401	Meter Reading Expenses	6	-	-	4,500	-
650-00903-53300	650-10903-52401	Billing	14,828	9,377	17,500	15,500	16,000
650-00904-57420	650-00904-57420	Sewer Utility Uncollectible	-	-	20	200	20
650-00906-53300	650-10906-52401	Conservation/Public Relations	749	-	500	7,500	10,000
650-00921-53100	650-10921-53100	Office Supplies & Expenses	3,180	885	2,750	2,850	2,750
650-00921-52301	650-10921-52301	Office Equipment Maintenance	1,246	1,156	1,600	2,750	1,600
650-00921-52303	650-10921-52303	Bank Service Charges	179	-	100	100	100
650-00921-53305	650-10921-53305	Books & Periodicals	-	-	-	50	50
650-00921-53306	650-10921-53306	Postage	-	52	200	350	375
650-00921-53307	650-10921-53307	Notices & Publications	-	-	75	250	250
650-00921-52330	650-10921-52230	Telephone	2,546	1,565	3,450	4,250	3,540
650-00921-52331	650-10921-52331	Answering Service	717	152	550	550	600
650-00921-53300	650-10921-53300	Mileage	13	131	425	400	450
650-00921-53210	650-10921-53210	Meals & Incidentals	-	7	250	325	325
650-00923-52380	650-10923-52170	OPS - Engineer	-	-	7,500	7,500	75,000
650-00923-52100	650-10923-52100	OPS - Attorney	-	-	500	4,000	10,000
650-00923-52120	650-10923-52120	OPS - Auditor/Accountant	26,652	4,003	64,403	37,500	76,000
650-00923-52160	650-10923-52160	General Management	40,000	-	-	40,000	-
650-00924-55120	650-10924-55120	Insurance - Property & Liability	12,674	473	11,900	16,500	12,400
650-00924-55110	650-10925-55110	Insurance - Workers Compensation	7,062	(735)	28,250	8,358	29,000
650-00924-55121	650-10924-55121	Insurance - Boiler & Machinery	1,038	-	1,090	1,038	1,200
650-00930-53200	650-10930-53200	Utility Memberships & Continuing Education	1,883	1,011	14,450	5,250	10,000
	650-10930-53100	Admin & Gen Ops-Misc Gen Supplies	6	20	500	-	3,250

**CITY OF PEWAUKEE  
SEWER UTILITY  
2025 OPERATING BUDGET**

Old GL Number	New GL Number	Description	2024			2025 Budget
			2023 Actual	6 Month Actual	Year End Forecast	
650-00930-55391	650-10931-55391	Rent	18,000	18,000	18,000	18,000
650-00930-53399	650-10930-53307	Miscellaneous General Expense	(44)	-	1,500	3,250
<b>Total Shared Administrative Expenses</b>			<b>130,734</b>	<b>52,137</b>	<b>216,403</b>	<b>180,971</b>
<b>Total Operating Expenses</b>			<b>3,348,158</b>	<b>1,551,836</b>	<b>4,526,463</b>	<b>3,690,194</b>
<b>Operating Profit (Loss) before Depreciation</b>			<b>889,521</b>	<b>584,332</b>	<b>(228,238)</b>	<b>357,831</b>
650-01403-55410	650-01403-55410	Depreciation Exp. - Sewer	848,463	-	850,000	800,000
<b>Net Operating Profit (Loss) - Sewer</b>			<b>41,058</b>	<b>584,332</b>	<b>(1,078,238)</b>	<b>(442,169)</b>
<b>Non-Operating Revenue</b>						
650-01623-46314	650-01623-46314	Sewer Construction	169,208	58,509	120,000	140,000
650-01623-46320	650-01623-46320	Deferred Special Assmt Payoffs	96,369	381	6,000	25,000
650-01622-46315	650-01622-46315	ICA-Bluemound Road	20,762	9,942	22,000	9,000
650-01622-46316	650-01622-46316	ICA - Green Road	39,732	-	6,800	13,224
650-01622-46317	650-01622-46317	ICA - West Side	(2,430)	-	1,230	1,230
650-01622-46318	650-01622-46318	ICA Capitol Drive North	98,154	22,308	85,000	164,700
650-01660-48100	650-01660-48100	Interest Income	333,500	266,535	266,535	156,000
650-01660-48102	650-01660-48102	Interest/Special Assmts.	12,094	-	200	2,000
650-01660-46161	650-01660-46161	Accounts Receivable Finance Charges	137	2	150	150
650-01660-48300	650-01660-48300	Gain or Loss on Sale of Assets	16,000	-	5,000	5,000
650-01660-48900	650-01660-48900	Other Revenues	-	-	100	-
<b>Total Non-Operating Revenues</b>			<b>783,526</b>	<b>357,676</b>	<b>513,015</b>	<b>516,304</b>
<b>Non-Operating Expenses</b>						
650-01880-56100	650-01880-56100	Interest/Long Term Debt	159,238	96,622	170,856	170,856
650-09999-59998	650-09999-59998	Special Item Water Debt Forgiveness	5,312,577	-	-	-
650-01990-56981	650-01990-56981	Bond Discount	-	-	-	-
650-01690-55400	650-01690-55400	Amortization of Premium	(15,491)	-	-	-
650-01827-52999	650-01827-52999	Refund Of Prior Years Revenue	-	-	-	-
<b>Total Non-Operating Expenses</b>			<b>5,456,325</b>	<b>96,622</b>	<b>170,856</b>	<b>170,856</b>

**WATER FACILITIES**

	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>	<u>2031</u>
<b>Water--Wells and Pumphouses</b>									
Well No. 1--City Hall Well Pump	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -
Well No. 2-Green Rd. pump & motor repl.	\$ -	\$ -	\$ -	\$ 85,000	\$ -	\$ -	\$ -	\$ -	\$ -
Well No. 4 & 7 Wispark	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Well No. 5 - Northmound pump & motor repl. - Abandon site	\$ -	\$ -	\$ 50,000	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -
Well No. 3 & 6 - North Ave Deep pump & motor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 105,000	\$ -	\$ -	\$ -
Well No. 8--Still River I add vacuum prime system &PFAS treatment	\$ -	\$ 125,000	\$ 1,500,000	\$ 1,500,000	\$ 3,300,000	\$ -	\$ -	\$ -	\$ -
Well No. 9&10	\$ 110,000	\$ -	\$ -	\$ -	\$ -	\$ 110,000	\$ -	\$ -	\$ -
Well No. 11 &12-- Deer Haven - PFAS treatment	\$ -	\$ -	\$ -	\$ 1,500,000	\$ 1,500,000	\$ -	\$ -	\$ 140,000	\$ -
<b>BLUEMOUND WELL 5 COMPLIANCE-Funds expended eng. &amp; design</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Well No. 13 - Still River II	\$ -	\$ 100,000	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Well No. 14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000	\$ 100,000	\$ 1,000,000
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Well house security upgrades	\$ -	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ -	\$ -	\$ -
Well house Motor Control upgrade 2025 - 2026 Wispark #4 & #7	\$ -	\$ -	\$ 75,000	\$ 350,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Chemical feed pump upgrades	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000
<b>Subtotal</b>	<b>\$ 124,000</b>	<b>\$ 269,000</b>	<b>\$ 2,869,000</b>	<b>\$ 3,579,000</b>	<b>\$ 5,094,000</b>	<b>\$ 409,000</b>	<b>\$ 189,000</b>	<b>\$ 404,000</b>	<b>\$ 1,164,000</b>

**Water--Storage Facilities**

	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>	<u>2031</u>
City Hall Tower	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ 200,000	\$ -	\$ -
City Hall Tower Foundation	\$ -	\$ -	\$ 25,000	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -
Carmelite Standpipe rehab/paint	\$ -	\$ -	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -
Green Rd Reservoir Paint & Repairs	\$ -	\$ -	\$ -	\$ -	\$ 300,000	\$ -	\$ -	\$ -	\$ -
Old City Hall Tower Removal - foundation	\$ -	\$ -	\$ -	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Subtotal</b>	<b>\$ -</b>	<b>\$ 50,000</b>	<b>\$ 25,000</b>	<b>\$ 325,000</b>	<b>\$ 300,000</b>	<b>\$ 0</b>	<b>\$ 200,000</b>	<b>\$ -</b>	<b>\$ -</b>

**Water - Transmission Maintenance Equipment**

	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>	<u>2031</u>
<b>Water--Transmission Mains</b>									
Prospect Avenue & Spring Creek	\$ -	\$ -	\$ 25,000	\$ 60,000	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -
Bluemound Road (Busse Rd. to Foster Ct)** Well 5 Alternative***	\$ -	\$ -	\$ 4,500,000	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ -
Lindsay Rd. (Balmer Park/Swan Vw. Farms to Sports Com.)	\$ -	\$ 700,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lindsay Road (Swan Road to Balmer Park)	\$ -	\$ -	\$ -	\$ 700,000	\$ -	\$ -	\$ -	\$ -	\$ -
Sherwood Forest	\$ -	\$ -	\$ 100,000	\$ 1,200,000	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Water Equipment</b>	\$ -	\$ -	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Bulk Water Fill Station</b>	\$ -	\$ 35,000	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Subtotal</b>	<b>\$ -</b>	<b>\$ 735,000</b>	<b>\$ 4,650,000</b>	<b>\$ 3,460,000</b>	<b>\$ 1,000,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**Water Meter Program**

	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>	<u>2031</u>
Water Meter Program	\$ 78,000	\$ 85,000	\$ 110,000	\$ 120,000	\$ 125,000	\$ 125,000	\$ 130,000	\$ 130,000	\$ 135,000
Data collector / Cellular	\$ -	\$ -	\$ -	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ -
Meter Reading Software & Hardware Upgrade	\$ -	\$ -	\$ -	\$ 20,000	\$ 25,000	\$ -	\$ 20,000	\$ 20,000	\$ -
<b>Subtotal</b>	<b>\$ 78,000</b>	<b>\$ 85,000</b>	<b>\$ 110,000</b>	<b>\$ 152,000</b>	<b>\$ 150,000</b>	<b>\$ 125,000</b>	<b>\$ 150,000</b>	<b>\$ 150,000</b>	<b>\$ 135,000</b>

<b>Sewer Facilities</b>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>	<u>2031</u>
Gun Club Rehab or replacement	\$ 434,000	\$ 2,750,000	\$ 3,980,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Spice Creek Lift Station Rehab	\$ -	\$ -	\$ -	\$ 125,000	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Kopmeier Lift Station Village of Pewaukee</b>		<b>\$ 750,000</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sherwood Lift Station	\$ -	\$ -	\$ 250,000	\$ 3,500,000	\$ -	\$ -	\$ -	\$ -	\$ -
Lift Station Security Upgrades	\$ -	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
<b>Subtotal</b>	<b>\$ 434,000</b>	<b>\$ 3,525,000</b>	<b>\$ 4,255,000</b>	<b>\$ 3,650,000</b>	<b>\$ 25,000</b>	<b>\$ 25,000</b>	<b>\$ 25,000</b>	<b>\$ 25,000</b>	<b>\$ 25,000</b>

<b>Equipment</b>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>	<u>2031</u>
Trailer - Tools/equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000	\$ 10,000
Sewer Jetter(Shared w/stormwater)	\$ -	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000
Truck Mount Automatic Valve turner-Water only	\$ -	\$ 30,000	\$ -	\$ 30,000	\$ -	\$ -	\$ -	\$ 30,000	\$ -
Subtotal	\$ -	\$ 48,000	\$ 18,000	\$ 48,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 63,000	\$ 28,000
<b>Subtotal</b>	<b>\$ -</b>	<b>\$ 96,000</b>	<b>\$ 36,000</b>	<b>\$ 96,000</b>	<b>\$ 36,000</b>	<b>\$ 36,000</b>	<b>\$ 36,000</b>	<b>\$ 126,000</b>	<b>\$ 28,000</b>

<b>Sewer Projects</b>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>	<u>2031</u>
Sherwood Forest/Busse Rd	\$ -	\$ -	\$ 100,000	\$ 3,250,000	\$ -	\$ -	\$ -	\$ -	\$ -
Rolling Ridge Sewer	\$ -	\$ -	\$ 125,000	\$ 1,200,000	\$ -	\$ -	\$ -	\$ -	\$ -
Kopmeier sewer re-lay under Pewaukee Lake	\$ -	\$ 15,000	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hickory Grove Estates	\$ -	\$ 35,000	\$ 950,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Future Sewer rehabilitation road construction	\$ -	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 75,000	\$ 100,000	\$ 100,000	\$ 100,000
<b>Sewer--Facilities Infrastructure Study (Operations budget)</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Southwest Sewer Study -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Northwest Sewer Study - Village of Pewaukee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Subtotal</b>	<b>\$ -</b>	<b>\$ 125,000</b>	<b>\$ 2,750,000</b>	<b>\$ 4,525,000</b>	<b>\$ 75,000</b>	<b>\$ 75,000</b>	<b>\$ 100,000</b>	<b>\$ 100,000</b>	<b>\$ 100,000</b>

<b>COMBINED SEWER &amp; WATER FACILITIES</b>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>	<u>2031</u>
Facilities study -- Buildings & Grounds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SCADA software upgrade (Split W/S)	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ -	\$ 75,000
PLC & Control Upgrades @ Stations	\$ 45,000	\$ 75,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 50,000	\$ 50,000	\$ 55,000
Radio Upgrade-SCADA	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ -
Surveying equipment	\$ -	\$ -	\$ -	\$ 26,000	\$ -	\$ -	\$ -	\$ -	\$ 35,000
Mapping GIS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000	\$ 15,000
<b>Subtotal</b>	<b>\$ 65,000</b>	<b>\$ 95,000</b>	<b>\$ 65,000</b>	<b>\$ 91,000</b>	<b>\$ 115,000</b>	<b>\$ 115,000</b>	<b>\$ 70,000</b>	<b>\$ 65,000</b>	<b>\$ 180,000</b>

<b>Vehicle purchase</b>											
Utility Truck	\$ 102,000	\$ 67,000	\$ 80,000	\$ 82,000	\$ 93,000	\$ 72,000	\$ 72,000	\$ 75,000	\$ 75,000		

**Shared City purchases**

Utility Computers and mobil devices	\$ -	\$ 16,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,200	\$ 8,200	\$ 8,500	\$ 8,500		
Utility Billing Software	\$ 35,000	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ 40,000	\$ -	\$ -		
Cashiering Acct. & Special Assess. Software	\$ -	\$ -	\$ -	\$ 20,000	\$ 20,000	\$ -	\$ -	\$ -	\$ -		
ESRI - Software for GIS & Open Gov	\$ 20,000	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ 20,000		
Asset Management	\$ 35,000	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Furniture/Remodel	\$ -	\$ 20,000	\$ 35,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
<b>Total Shared City Purchases</b>	<b>\$ 90,000</b>	<b>\$ 71,000</b>	<b>\$ 43,000</b>	<b>\$ 28,000</b>	<b>\$ 28,000</b>	<b>\$ 28,200</b>	<b>\$ 48,200</b>	<b>\$ 28,500</b>	<b>\$ 28,500</b>		

Water Share 50% of City Purchases	\$ 30,000	\$ 35,500	\$ 21,500	\$ 14,000	\$14,000.00	\$14,100.00	\$24,100.00	\$14,250.00	\$ 14,250		
Sewer Share 50% Of City Purchases	\$ 30,000	\$ 35,500	\$ 21,500	\$ 14,000	\$14,000.00	\$14,100.00	\$24,100.00	\$14,250.00	\$ 14,250		

**SUMMARY**

	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>	<u>2031</u>
Water--Wells and Pumphouses	\$ 124,000	\$ 269,000	\$ 2,869,000	\$ 3,579,000	\$ 5,094,000	\$ 409,000	\$ 189,000	\$ 404,000	\$ 1,164,000
Water--Storage Facilities	\$ -	\$ 50,000	\$ 25,000	\$ 325,000	\$ 300,000	\$ -	\$ 200,000	\$ -	\$ -
Water--Transmission Mains	\$ -	\$ 735,000	\$ 4,650,000	\$ 3,460,000	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -
Water Meter Program	\$ 78,000	\$ 85,000	\$ 110,000	\$ 152,000	\$ 150,000	\$ 125,000	\$ 150,000	\$ 150,000	\$ 135,000
Sewer Facilities	\$ 434,000	\$ 3,525,000	\$ 4,255,000	\$ 3,650,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
Equipment	\$ -	\$ 48,000	\$ 18,000	\$ 48,000	\$ -	\$ -	\$ -	\$ -	\$ 28,000
Sewer Projects	\$ -	\$ 125,000	\$ 2,750,000	\$ 4,525,000	\$ -	\$ -	\$ -	\$ -	\$ 100,000
City Road Projects-Adjustments & Repairs O&M budget	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#REF!
<b>COMBINED SEWER &amp; WATER FACILITIES</b>	<b>\$ 65,000</b>	<b>\$ 95,000</b>	<b>\$ 65,000</b>	<b>\$ 91,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 180,000</b>
Vehicle purchase	\$ 102,000	\$ 67,000	\$ 80,000	\$ 82,000	\$ 93,000	\$ 72,000	\$ 72,000	\$ 75,000	\$ 75,000
Shared City purchases	\$ 90,000	\$ 71,000	\$ 43,000	\$ 28,000	\$ -	\$ -	\$ -	\$ -	\$ 28,500
<b>TOTAL</b>	<b>\$ 893,000</b>	<b>\$ 5,070,000</b>	<b>\$ 14,865,000</b>	<b>\$ 15,940,000</b>	<b>\$ 6,662,000</b>	<b>\$ 631,000</b>	<b>\$ 636,000</b>	<b>\$ 654,000</b>	<b>#REF!</b>

O&M Road paving Projects

\$ 127,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Fox River Water Polution Control Center (RCA's)	\$ -	\$ 96,000	\$ 36,000	\$ 96,000	\$ -	\$ -	\$ -	\$ -	\$ 28,000
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**CITY OF PEWAUKEE  
PUBLIC WORKS COMMITTEE AGENDA ITEM 5.1.**

**DATE:** November 14, 2024

**DEPARTMENT:** Public Works

**PROVIDED BY:** Magdelene Wagner

***SUBJECT:***

Discussion and possible action to install a street light at the intersection of River Park Drive and Pewaukee Road (STH 164)

***BACKGROUND:***

Aldersperson Wamser requested this item be placed on the agenda for discussion.

The City has approximately 70 street lights throughout the City. Some are paid for by customers in the City. The current street lights are located on poles owned and maintained by We Energies. The City pays for the light fixture (typically billed over 84 months) and the cost of the electricity.

In this location there are no utility poles on the west side of the roadway to install the light. There are poles on the east side, but I do not know if they would be allowed to have a light hung on them and they are not centered on the intersection. I think realistically, we will be required to install a new pole on the west side of the road for the light.

If the Public Works Committee would like to move this forward, I would get a formal design and cost from We Energies for this request.

***FINANCIAL IMPACT:***

I do not have an exact number for the installation of this light, however, we did a conversion to LED recently so my estimate is based on this. If this moves forward, I would request a formal quote from We Energies.

Installation charge \$250

Monthly rate: \$20/month for 84 months (includes light fixture) then \$15/month after.

Power to the light: ~\$1,500

Pole Installed: ~\$2,000

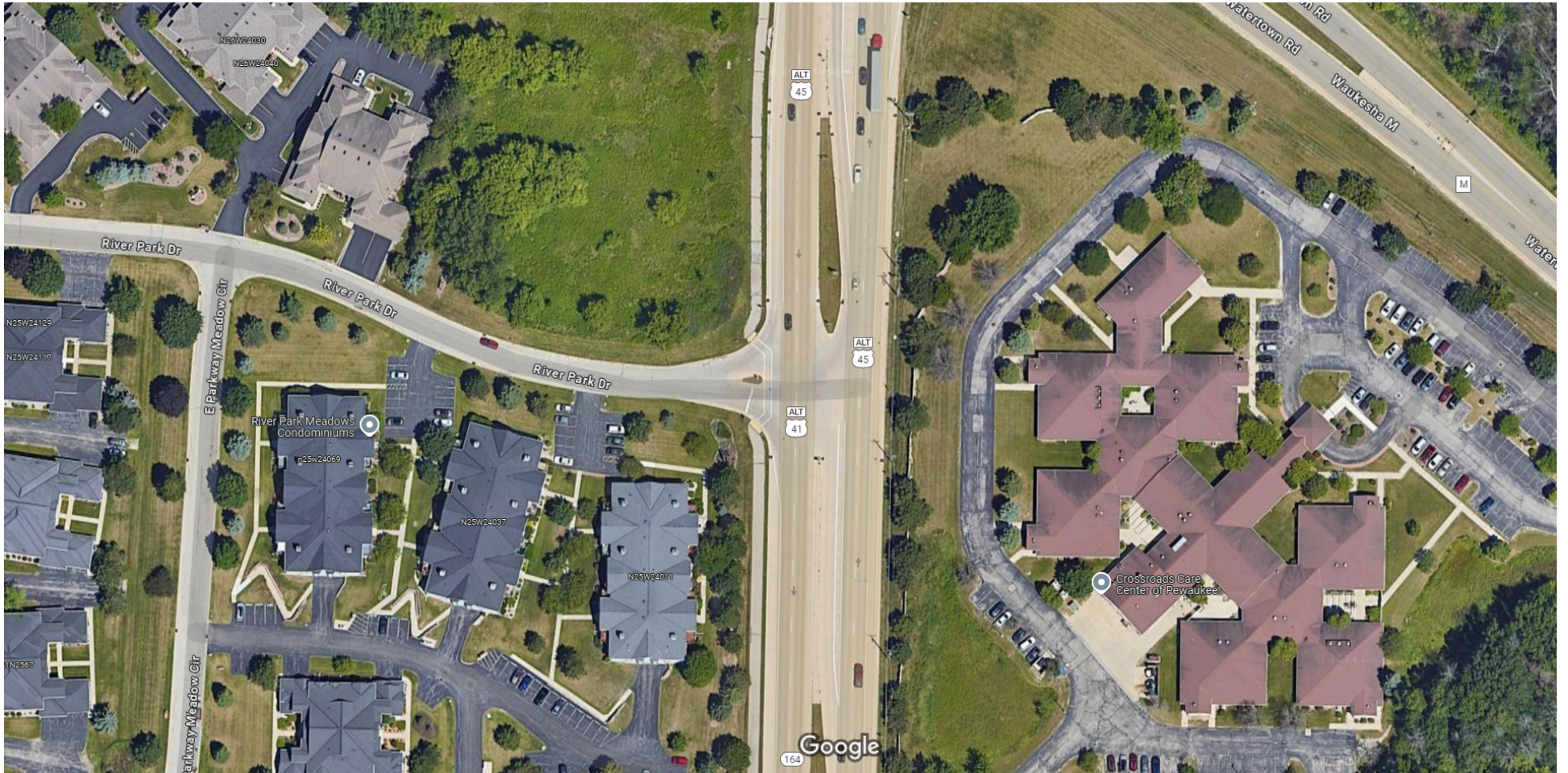
***RECOMMENDED MOTION:***

**ATTACHMENTS:**

Description

Intersection Overview  
Intersection Looking East  
Intersection Looking west





Imagery ©2024 Airbus, Maxar Technologies, Map data ©2024 50 ft



24011 River Park Dr  
River Park & 164 facing East

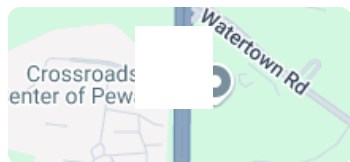
Pewaukee, Wisconsin

Google Street View

Nov 2022 [See more dates](#)



Image capture: Nov 2022 © 2024 Google





WI-164

River Park Drive

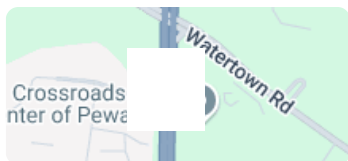
Pewaukee, Wisconsin

Google Street View

Jul 2023 [See more dates](#)



Image capture: Jul 2023 © 2024 Google



**CITY OF PEWAUKEE  
PUBLIC WORKS COMMITTEE AGENDA ITEM 5.2.**

**DATE:** November 14, 2024

**DEPARTMENT:** Public Works

**PROVIDED BY:** Magdelene Wagner

***SUBJECT:***

Discussion and possible action regarding Johns Disposal contract.

***BACKGROUND:***

The Common Council elected to extend Johns Disposal's contract 5 years. Johns requested that we simplify the contract, and provided a sample contract from another community they serve. We edited the contract to be specific to Pewaukee and added additional items from our previous contract to ensure the service level remains the same with a new, simplified contract.

Attached you will find the DRAFT new contract. This draft is also being send to Johns Disposal and the City Attorney for review. Staff is recommending the Committee recommend approval of the contract to the Common Council contingent on final approval from the City Engineer and the City Attorney.

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

Committee recommend approval of the contract to the Common Council contingent on final approval from the City Engineer and the City Attorney.

**ATTACHMENTS:**

Description

John's 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 I.
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 **Y** 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

**Property Damage:** \$ 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

**Property Damage:** \$ 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.

~~12.13.~~ The terms of the attached City of Pewaukee ARPA contract addendum are incorporated herein as though fully set forth.

~~13.14.~~ 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)