

**Office of the Clerk/Treasurer**

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

**COMMON COUNCIL  
MEETING NOTICE AND AGENDA  
Monday, September 16, 2019  
7:00 PM**

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

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1. Call to Order and Pledge of Allegiance
  2. Public Comment - Please limit your comments to two (2) minutes, if further time for discussion is needed please contact your District Alderperson prior to the meeting.
  3. Consent Agenda
    - 3.1. Approval of the Common Council Meeting Minutes Dated August 19, 2019
    - 3.2. Approval of Accounts Payable Listings
    - 3.3. Approval of Bartender License
  4. Discussion and Possible Action Regarding the Contract Renewal for Police Services for 2020 through 2024 [Klein]
  5. Discussion and Possible Action to Award the Station #2 Storage Building Construction Project to the Lowest Qualified Bidder, Level Up Construction, Inc. in the Amount of \$745,002.09 and Construction Management Fee to Wellspring Construction Group in the Amount of \$37,250.10 [Chief Bierce/Klein]
  6. Discussion and Possible Action to Reprogram the 2019 Bike & Pedestrian Capital Project Fund for 2019 to Fund the Engineering/Design Work for the Northview Road Sidewalk (\$10,000) and East Fieldhack Connection to the Lake Country Trail (\$37,600) Estimated Design Services in 2019 [Weigel]
  7. Discussion and Possible Action to Determine the Emerald Acres Flooding Mitigation Project Public Information Meeting Process [Weigel]
  8. Discussion and Possible Action to Establish the 2020 Residential Garbage and Recycling Collections Fee at \$150 Per Unit [Weigel]
  9. Discussion and Possible Action to Conditionally Approve the Swan View Farms Subdivision Early Grading Agreement and Letter of Credit (or Cash Escrow) [Weigel]
  10. Discussion and Possible Action to Approve the Strategic Plan [Klein]
  11. Discussion and Possible Action to Approve **Resolution 19-09-19** Un-Committing and Committing Funds for Park Equipment [Tarczewski]

12. Discussion and Possible Action Regarding **Resolution 19-09-20** to Un-Commit IT Capital Funds [Tarczewski]
13. Discussion and Possible Action Regarding **Resolution 19-09-21** to Un-Commit and Recommit Fire Equipment Funds [Tarczewski]
14. Discussion and Possible Action Regarding **Resolution 19-09-22** to Commit Unassigned Funds [Tarczewski]
15. Discussion and Possible Action Regarding **Resolution 19-09-23** Committing to Required Funding for the Pewaukee Public Library and Requesting Exemption from the 2019 Waukesha County Library Tax Levy for 2020 Purposes [Tarczewski]
16. Discussion and Possible Action Regarding the Proclamation for National Rail Safety Week [Mayor Bierce]
17. Discussion Related to Establishing the 2020 Budget Workshop Dates [Tarczewski]
18. Discussion and Possible Action to Select a Member of the Common Council to be on the Auditor Selection Committee [Tarczewski]
19. Discussion and Possible Action Regarding the Appointments to Various Boards, Commissions and Committees [Mayor Bierce]
20. Public Comment - Please limit your comments to two (2) minutes, if further time for discussion is needed please contact your district Alderperson prior to the meeting.
21. Adjournment

Kelly Tarczewski  
Clerk/Treasurer

September 13, 2019

#### **NOTICE**

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

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

**CITY OF PEWAUKEE  
COMMON COUNCIL AGENDA ITEM 3.1.**

**DATE:** September 16, 2019

**DEPARTMENT:** Clerk/Treasurer

**PROVIDED BY:**

***SUBJECT:***

Approval of the Common Council Meeting Minutes Dated August 19, 2019

***BACKGROUND:***

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

**CITY OF PEWAUKEE  
COMMON COUNCIL AGENDA ITEM 3.2.**

**DATE:** September 16, 2019

**DEPARTMENT:** Clerk/Treasurer

**PROVIDED BY:**

***SUBJECT:***

Approval of Accounts Payable Listings

***BACKGROUND:***

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

**ATTACHMENTS:**

Description

AP 9-16-2019



ACCOUNTS PAYABLE FOR 2019	9/16/2019	TOTAL:	\$ 667,616.84
Vendor Name	Document Date	Document Amount	Transaction Description
1ST AYD	7/23/2019	\$ 345.39	HWY GLASS CLEANER & GLOVES
ACTION FIRE & ALARM	7/30/2019	\$ 287.70	SW ANNUAL FIRE EXT INSPECTION
ACTION TERRITORY	8/21/2019	\$ 949.50	P&R FIELD TRIP
ADAM DIXON	8/9/2019	\$ 48.00	P&R ADULT SOFTBALL UMPIRE
AIRGAS	7/31/2019	\$ 119.35	FD OXYGEN
AIRGAS	8/6/2019	\$ 78.10	FD OXYGEN
AIRGAS	7/31/2019	\$ 203.54	FD OXYGEN
AIRGAS	8/9/2019	\$ 219.97	FD OXYGEN
ALEC LANZA	8/14/2019	\$ 85.00	P&R LIFEGUARD TRAINING REIMB
ALEX MLACHNIK	8/19/2019	\$ 450.00	CT DEER CONTROL
ALL CITY COMMUNICATIONS INC.	8/1/2019	\$ 115.10	SW ANSWERING SERVICE
ALL-WAYS CONTRACTORS, INC	8/2/2019	\$ 98.00	P&R SCREENED PICKUP
ALL-WAYS CONTRACTORS, INC	8/2/2019	\$ 40.00	SWM SCREENED TOPSOIL
ALL-WAYS CONTRACTORS, INC	8/12/2019	\$ 166.00	SWM SCREENED TOPSOIL
ALL-WAYS CONTRACTORS, INC	8/10/2019	\$ 42.00	P&R TOPSOIL
ALPHA OMEGA CLEANING, INC.	8/1/2019	\$ 268.00	P&R JANITORIAL WANGER PARK
ARAMARK	8/1/2019	\$ 79.73	HWY SHOP TOWELS AND PANTS
ARAMARK	8/8/2019	\$ 79.73	HWY SHOP TOWELS AND PANTS
ARAMARK	8/15/2019	\$ 79.73	HWY SHOP TOWELS AND PANTS
ARC DOCUMENT SOLUTIONS LLC	8/29/2019	\$ 16.00	ENG PLOT BOND
ARO LOCK & DOOR	7/25/2019	\$ 30.00	HWY B2 BARREL KEYS
ARROW TERMINAL, LLC	8/14/2019	\$ 118.81	P&R BLACK CABLES AND WASHERS
ASPEN HOMES	8/21/2019	\$ 2,000.00	BLD ERSN BND RFND 180595B
ASSESSMENT TECHNOLOGIES LLC	8/12/2019	\$ 62.50	IT PROGRAMMER SUPPORT
AT&T CAROL STREAM IL	8/1/2019	\$ 237.47	SW PHONES
AT&T CAROL STREAM IL	8/1/2019	\$ 286.50	CT PHONE
AT&T CAROL STREAM IL	8/10/2019	\$ 297.53	CT TELEPHONE
AVANT GRAPHICS	6/14/2019	\$ 1,257.25	PLC BADGES AND BUDDIESHIRTS
AVANT GRAPHICS	8/6/2019	\$ 294.00	PLC BADGES AND BUDDIES CAPS
BADGER HOME BUILDERS	8/16/2019	\$ 2,000.00	BLD ERSN BND RFND 170272
BAKER TILLY VIRCHOW KRAUSE LLP	8/23/2019	\$ 100.00	SW UTILITY UNIVERSITY REG
BANK OF FLOWERS	8/1/2019	\$ 105.00	FD SYMPATHY FLOWERS
BANK OF FLOWERS	8/1/2019	\$ 110.00	FD SYMPATHY FLOWERS
BATZNER PEST CONTROL	8/2/2019	\$ 61.00	P&R PEST CONTROL WAGNER PARK
BATZNER PEST CONTROL	8/15/2019	\$ 57.00	P&R PEST CONTROL
BOUNCE MILWAUKE	8/7/2019	\$ 1,107.95	P&R FIELD TRIP
BOUNDTREE MEDICAL	8/6/2019	\$ 493.73	FD FIRST AID
BOUNDTREE MEDICAL	7/31/2019	\$ 842.19	FD FIRST AID SUPPLIES
BOUNDTREE MEDICAL	8/1/2019	\$ 84.00	FD NALOXONE
BOUNDTREE MEDICAL	8/13/2019	\$ 111.90	FD FIRST AID SUPPLIES
BOUNDTREE MEDICAL	8/14/2019	\$ 267.40	FD MEDICAL SUPPLIES
BREDAN MECHANICAL SYSTEMS	8/21/2019	\$ 652.62	IT MID SEASON FILTERS
BREITBACH RASHID, PATTI	8/16/2019	\$ 288.00	P&R CHAIR YOGA CLASS
BUELOW VETTER BUIKEMA OLSON & VLIET,	8/6/2019	\$ 1,504.50	HR ATTORNEY
BUMPER TO BUMPER HARTLAND	7/23/2019	\$ 42.09	SW RIGHT STUFF ASST

CANADIAN PACIFIC RAILWAY	9/9/2019	\$	500.00	ENG RAILROAD PERMIT FEE
CENTURY FENCE	8/20/2019	\$	975.00	P&R WAGNER PK TENNIS CT REPAIR
CHOCOLATE FACTORY	8/21/2019	\$	400.00	PLC BADGES AND BUDDIES
CINTAS CORP.	8/13/2019	\$	94.83	SW FIRST AID SUPPLIES
CINTAS CORP.	8/12/2019	\$	121.17	FD MATS
CINTAS CORP.	8/5/2019	\$	61.14	FD GRAY MAT
CINTAS CORP.	4/15/2019	\$	57.63	FD GRAY MAT
CINTAS CORP.	4/22/2019	\$	112.06	FD MATS
CINTAS CORP.	8/13/2019	\$	44.27	P&R SAFETY RESTOCK
CINTAS CORP.	8/13/2019	\$	100.49	HWY FIRST AID SUPPLIES
CITY OF WAUKESHA ENGINEERING	8/20/2019	\$	5,264.49	SW HOOKUP FEES 0983999011
CITY OF WAUKESHA ENGINEERING	8/21/2019	\$	3,622.50	ENG WAUKESHA SEWER
CLARKDIETZ	8/7/2019	\$	252.00	AD ASSESSMENT STUDY UPDATE
CLARKDIETZ	7/10/2019	\$	2,142.00	AD ASSESSMENT STUDY UPDATE
CMC	8/5/2019	\$	1,949.00	FD HARNESS
CONCENTRA, INC	7/30/2019	\$	86.50	HR EXAM
CONCENTRA, INC	8/12/2019	\$	86.50	HR EXAMS
CONCENTRA, INC	8/14/2019	\$	33.50	HR EXAMS
CONTINENTAL UTILITY SOLUTIONS, INC	8/16/2019	\$	1,500.00	SW CUSI ANNUAL SERVICE
COREY OIL	7/31/2019	\$	7,457.28	HWY JULY GAS & DIESEL
CRETEX SPECIALTY PRODUCTS	7/23/2019	\$	462.00	SWM ADHESIVE AND FINISH RINGS
CUMMINS SALES & SERVICE	8/13/2019	\$	185.90	IT BATTERY REPLACEMENT STN2
CUMMINS SALES & SERVICE	8/21/2019	\$	1,704.35	SW REGULATOR FUEL
D.F. TOMASINI, INC	8/21/2019	\$	4,224.28	SW HYDRO VAC AND REPLACE CAP
D.F. TOMASINI, INC	8/22/2019	\$	9,633.43	SW REPAIR COPPER WATER SERVICE
DAN PLAUTZ CLEANING SERVICE	8/15/2019	\$	2,383.50	HR CLEANERS
DEAN EPPLER	8/31/2019	\$	167.62	BLD AUG MILEAGE REIMBURSEMENT
DIVERSIFIED BENEFIT SERVICES	8/16/2019	\$	212.85	CT AUGUST 2019 FLEX SPENDING
ELLIOTT ACE HARDWARE	6/26/2019	\$	6.29	SW MATTOCK HANDLE
ELLIOTT ACE HARDWARE	6/7/2019	\$	13.99	SW MATTOCK HANDLE
ELLIOTT ACE HARDWARE	7/3/2019	\$	25.99	SW WP GFCI WHITE
ELLIOTT ACE HARDWARE	7/15/2019	\$	8.59	SW TOUCH N FLOW NOZZLE
ELLIOTT ACE HARDWARE	7/23/2019	\$	6.99	SW CAR WASH 100 OZ
ELLIOTT ACE HARDWARE	7/30/2019	\$	5.99	SW MICRO USB CAR CHARGER
ELLIOTT ACE HARDWARE	7/2/2019	\$	8.59	FD HOSE MENDER
ELLIOTT ACE HARDWARE	7/23/2019	\$	13.18	FD STPL HASP-ZN
ELLIOTT ACE HARDWARE	7/16/2019	\$	9.96	FD SINGLE CUT PLAIN KEY
ELLIOTT ACE HARDWARE	7/9/2019	\$	19.98	FD GARDEN SPRAY / VINEGAR
ELLIOTT ACE HARDWARE	7/31/2019	\$	79.85	FD SUPPLIES
ELLIOTT ACE HARDWARE	8/16/2019	\$	99.99	P&R BUNGEE CORD FOR GARBAGES
EMERGENCY LIGHTING & ELECTRONICS	8/1/2019	\$	201.60	FD ION SURFACE MNT RED LED
EMERGENCY LIGHTING & ELECTRONICS	8/2/2019	\$	221.87	FD LED LAMP
EQUAL RIGHT DIVISION	8/9/2019	\$	15.00	P&R CHILD LABOR PERMITS
ERIN PETERSON	8/15/2019	\$	214.89	P&R DAY CAMP COORDINATOR MILES
FEI BEHAVIORAL HEALTH	6/1/2019	\$	614.25	HR EAP
FERGUSON WATERWORKS	8/9/2019	\$	202.50	SW REP LID W/ PLUG
FERGUSON WATERWORKS	8/15/2019	\$	206.42	SW VLV BX RSR
FIRNROHR, MARY	8/20/2019	\$	216.00	P&R TAI CHI 2 CLASSES
FURST, MARTHA	8/29/2019	\$	60.00	P&R YOGA CLASS SUB
GAGE-IT, INC	5/1/2019	\$	65.12	FD CERTIFY GAUGE

GAHAN, JOHN	8/9/2019	\$	72.00	P&R ADULT SOFTBALL UMPIRE
GEIS, DAVE	8/27/2019	\$	53.36	ENG MILEAGE REIMBURSEMENT
GEO-SYNTHETICS SYSTEMS LLC	8/2/2019	\$	416.00	P&R SILT SOCK
GEO-SYNTHETICS SYSTEMS LLC	8/14/2019	\$	136.30	P&R ENVIRO LOG
GRAINGER	8/9/2019	\$	115.36	SW TRANSMITTER
GRAINGER	8/12/2019	\$	115.36	SW TRANSMITTER
GRENZ SERVICE CO. LLC	8/13/2019	\$	245.00	FD RESET VFD MOTOR DRIVES
HALEN HOMES	8/8/2019	\$	500.00	BLD OCC BND RFND 190314
HARMA, BRUCE & JANET	8/19/2019	\$	360.00	ENG OVERPMT PRELIM ASSESSMENT
HAWKINS, INC.	7/31/2019	\$	4,481.78	SW AZONE & SODIUM SILICATE
HAWKINS, INC.	8/13/2019	\$	3,308.51	SW AZONE SODIUM SILICATE
HEARTLAND BUSINESS SYSTEMS	8/14/2019	\$	184.00	IT NONSERVER NETWORK MNTRING
HEIN ELECTRIC SUPPLY	8/15/2019	\$	18.07	FD STRAIGHT BLADE CONNECTOR
HEIN ELECTRIC SUPPLY	8/14/2019	\$	9.46	FD WALL PLATE & CAT 5E
HEINEN, JOHN	8/23/2019	\$	144.00	P&R ADULT SBALL UMP
HELIUM	8/14/2019	\$	2,414.33	P&R FIELD TRIP
HELIUM TRAMPOLINE PARK	8/14/2019	\$	2,414.33	P&R HELIUM FIELD TRIP
HILTUNEN, MARIANNE	8/1/2019	\$	136.88	ENG SWM MILEAGE REIMBURSE
HOLLY DONALD	8/9/2019	\$	85.10	P&R PARK RENTAL CANCELLATION
HUMPHREY SERVICE PARTS, INC	8/6/2019	\$	25.64	SW OIL AND AIR FILTER
HUMPHREY SERVICE PARTS, INC	8/20/2019	\$	98.96	PLC BAT CHRGR BIL
HUMPHREY SERVICE PARTS, INC	8/6/2019	\$	29.95	HWY PMX PRE PACK
HUNKEL, STEVEN SCOTT	8/23/2019	\$	120.00	P&R ADULT SBALL UMP
HYDROCORP	7/31/2019	\$	892.00	SW MCC 2 YEAR
IMEG CORP	8/12/2019	\$	150.00	ENG BRIDGE INSPECTIONS
INFORMATION TECH. PROF. LLC	8/15/2019	\$	1,685.00	IT MONITORING / PREPAID SUPPRT
JEFFERSON FIRE & SAFETY, INC.	7/29/2019	\$	163.96	FD RUBBER FF BOOTS
JEFFERSON FIRE & SAFETY, INC.	8/13/2019	\$	405.05	FD PWR T/H BOOT
JEFFERSON FIRE & SAFETY, INC.	6/4/2019	\$	515.65	FD STRAPS, SEAT KIT, MASK MNT
JEFFERSON FIRE & SAFETY, INC.	8/19/2019	\$	730.00	FD BOOTS
JENSEN EQUIPMENT	8/1/2019	\$	71.01	FD CHAINSAW
JENSEN EQUIPMENT	8/19/2019	\$	19.15	FD V-BELT FITS
JENSEN EQUIPMENT	7/30/2019	\$	41.64	P&R CHAINSAW REPAIR
JENSEN EQUIPMENT	8/6/2019	\$	42.00	HWY SPARK PLUG
JH FINDORFF & SON INC	8/23/2019	\$	5,000.00	BLD ERSN BND RFND 170633B
JK LAWN SERVICE	8/5/2019	\$	276.00	SW LAWN SERVICE
JK LAWN SERVICE	8/5/2019	\$	500.00	SW LAWN SERVICE
JK LAWN SERVICE	8/5/2019	\$	333.00	FD LAWN SERVICE
JK LAWN SERVICE	8/5/2019	\$	369.00	FD LAWN SERVICE
JOHN'S DISPOSAL SERVICE	8/6/2019	\$	14,211.38	ENG JULY LANDFILL CHARGES
JOHN'S DISPOSAL SERVICE	8/31/2019	\$	62.50	CT GARBAGE
JOHN'S DISPOSAL SERVICE	8/27/2019	\$	50,221.65	ENG AUGUST 2019 CONTRACT
JOHNSON CONTROLS-DISTRICT #336	7/25/2019	\$	330.00	IT FIRE ALARM BASIC STN 2
JX TRUCK CENTER	7/31/2019	\$	822.30	HWY SERVICE ON 107655
JX TRUCK CENTER	8/13/2019	\$	163.96	HWY ABSORBER & OIL
KAEREK HOMES INC	8/23/2019	\$	2,000.00	BLD ERSN BND RFND 171387
KEN WEBER TRUCK SERVICE	8/2/2019	\$	125.00	P&R TOW FOR SANDPRO
KWIK TRIP	8/2/2019	\$	4,370.88	FD FUEL
LAFARGE AGGREGATES ILLINOIS, INC.	8/12/2019	\$	309.67	SWM DENSE GRADED CR
LAKELAND SUPPLY, INC.	8/14/2019	\$	636.60	P&R TOILET TISSUE HAND TOWEL

LAMERS BUS LINE	8/2/2019	\$	658.35	P&R BUS RENTAL
LAMERS BUS LINE	7/31/2019	\$	396.00	P&R BUS RENTAL
LAMERS BUS LINE	7/31/2019	\$	132.00	P&R BUS RENTAL
LAMERS BUS LINE	8/13/2019	\$	308.00	P&R BUS RENTAL
LAMERS BUS LINE	8/13/2019	\$	569.56	P&R BUS RENTAL
LANGE ENTERPRISES, INC	7/30/2019	\$	998.25	HWY POSTS
LARSON, CHERRIE	8/21/2019	\$	108.00	P&R PNT A PIC ALL 3 SESSIONS
LARSON, CHERRIE	8/21/2019	\$	102.40	P&R PAINT A PIC 8/15
LARSON, CHERRIE	8/21/2019	\$	207.20	P&R ART THRU SENSES
LARSON, CHERRIE	8/30/2019	\$	352.80	P&R GREAT SEA ADV
MENARDS	8/7/2019	\$	12.98	SW STEEL WHEEL
MENARDS	8/7/2019	\$	56.47	SW DOLLY AND SUPPLIES
MENARDS	7/31/2019	\$	10.75	SW CAULK AND PARTS
MENARDS	8/16/2019	\$	12.29	SW 40 CT IRON HOLD MAX
MILWAUKEE PLUMBING & PIPING	8/15/2019	\$	329.00	BLD RFND PLUMBING PERMIT190924
MILWAUKEE ZOO	8/20/2019	\$	367.25	P&R FIELD TRIP
Municipal Law & Litigation Group S.C.	6/24/2019	\$	100.00	CT LEGAL
Municipal Law & Litigation Group S.C.	5/20/2019	\$	17,267.70	CT LEGAL FEES
MUNICIPAL WELL & PUMP	8/27/2019	\$	3,725.00	SW WELL 7 VIDEO SURVEY
MURPHY, KEVIN	8/23/2019	\$	216.00	P&R ADULT SBALL UMP
NAPA	7/5/2019	\$	24.40	SW STILL RIVER WELL BELT
NATIONWIDE RETIREMENT SOLUTIONS	8/30/2019	\$	1,585.09	CT RETIREMENT WEEK END 8/10/19
NATIONWIDE RETIREMENT SOLUTIONS	8/30/2019	\$	1,585.09	CT RETIREMENT WEEK END 8/24/19
NORTHERN LAKE SERVICE, INC	7/30/2019	\$	80.00	SW CHLORINE
NORTHERN LAKE SERVICE, INC	7/30/2019	\$	80.00	SW COLIFORM BACTERIA
NORTHERN LAKE SERVICE, INC	7/30/2019	\$	76.00	SW CHLORINE AND NITRATE
NORTHERN LAKE SERVICE, INC	7/30/2019	\$	220.00	SW COLIFORM BACTERIA
NORTHERN LAKE SERVICE, INC	7/30/2019	\$	80.00	SW CHLORINE AND COLIFORM
NORTHERN LAKE SERVICE, INC	7/30/2019	\$	80.00	SW COLIFORM BACTERIA
NORTHERN LAKE SERVICE, INC	7/30/2019	\$	80.00	SW COLIFORM BACTERIA
NORTHERN LAKE SERVICE, INC	7/30/2019	\$	60.00	SW COLIFORM BACTERIA
OFFICE COPYING EQUIPMENT, LTD	7/31/2019	\$	48.65	FD SHARP MX3070N CONTRACT
OFFICE COPYING EQUIPMENT, LTD	7/31/2019	\$	125.48	ENG SWM SHARP MX4070N CONTRACT
OFFICE DEPOT	8/1/2019	\$	43.80	SW OFFICE SUPPLIES
OFFICE DEPOT	8/1/2019	\$	9.22	SW OFFICE SUPPLIES
OFFICE DEPOT	8/1/2019	\$	28.04	FD IBUPROFEN
OFFICE DEPOT	7/29/2019	\$	16.71	BLD PENS
OFFICE DEPOT	8/7/2019	\$	9.90	P&R OFFICE SUPPLIES
OFFICE DEPOT	8/7/2019	\$	17.98	P&R OFFICE SUPPLIES
OFFICE DEPOT	8/9/2019	\$	14.95	BLD TAPE
OFFICE DEPOT	8/14/2019	\$	33.62	BLD
OFFICE DEPOT	8/13/2019	\$	23.16	SW POST IT NOTES
OFFICE DEPOT	8/13/2019	\$	65.99	SW PAPER
ON THE WATER PROMOTIONS	8/19/2019	\$	267.30	P&R FISHING CLASS
PARKING LOT MAINTENANCE	7/31/2019	\$	11,865.00	HWY PAVE LOT
PAYNE & DOLAN	7/21/2019	\$	57,769.30	ENG 2019 ROAD PROGRAM
PEA BUILDERS	8/22/2019	\$	293.75	BLD RFND FOR SQ FTAGE 191231B
PEWAUKEE CHAMBER OF COMMERCE	8/30/2019	\$	567.98	CT REIMBURSE FARMERS MARKET
PEWAUKEE SUNDER FIELDS	7/16/2019	\$	1,000.00	ENG DEPOSIT REFUND
PEWAUKEE, VILLAGE OF	8/15/2019	\$	105.00	AD FIRE STN 2 ADDITION

PEWAUKEE, VILLAGE OF	9/3/2019	\$	67,684.50	CT JOINT LIBRARY SEPT 2019
PITNEY BOWES GLOBAL FINANCIAL SERVICE	8/16/2019	\$	1,681.53	SW LEASING CHARGES
POMP'S TIRE SERVICE, INC.	7/31/2019	\$	2,167.00	FD UNIT 4 REAR TIRES
POMP'S TIRE SERVICE, INC.	7/18/2019	\$	251.00	HWY ROAD SERVICE TIRE REPAIR
PORT-A-JOHN	8/1/2019	\$	88.00	P&R SEASONAL RESTROOM
PORT-A-JOHN	8/1/2019	\$	88.00	P&R SEASONAL RESTROOM
PORT-A-JOHN	8/1/2019	\$	88.00	P&R SEASONAL RESTROOM
PORT-A-JOHN	8/1/2019	\$	88.00	P&R SEASONAL RESTROOM
POSITIVELY PEWAUKEE	8/23/2019	\$	17,449.64	CT TASTE OF PEWAUKEE
PREMIUM WATERS, INC	5/2/2019	\$	28.50	P&R WATER
PREMIUM WATERS, INC	7/30/2019	\$	36.75	P&R WATER
PREMIUM WATERS, INC	5/16/2019	\$	28.50	P&R WATER
PREMIUM WATERS, INC	6/28/2019	\$	45.00	P&R WATER
PREMIUM WATERS, INC	6/14/2019	\$	45.00	P&R WATER
PREMIUM WATERS, INC	7/16/2019	\$	45.00	P&R WATER
PREMIUM WATERS, INC	8/13/2019	\$	28.50	P&R WATER
PREMIUM WATERS, INC	7/30/2019	\$	53.25	HWY WATER
PREMIUM WATERS, INC	8/13/2019	\$	61.50	HWY WATER
PROFESSIONAL SERVICE INDUSTRIES	7/31/2019	\$	3,200.00	AD FIRE STATION 2 ADDITION
PROHEALTH CARE MEDICAL ASSOCIATES	8/1/2019	\$	279.00	HR EXAMS FD
PROHEALTH PHARMACY WAUKESHA	7/31/2019	\$	644.08	FD VASOSTRICT/ATROPHINE ETC
REINDERS, INC.	8/9/2019	\$	140.31	P&R SANDPRO SERVICE
REINDERS, INC.	8/7/2019	\$	55.68	SWM EC GROW FERTILIZER
ROBERT GRASER	8/20/2019	\$	100.00	FD REIMBURSEMENT FOR TRAINING
ROMENS, RANDY	8/16/2019	\$	14.50	BLD JULY MILEAGE REIMB
ROMENS, RANDY	8/26/2019	\$	27.07	BLD REIMBURSEMENT WIND MOUNT
ROMENS, RANDY	8/26/2019	\$	36.77	BLD REIMBURSEMENT LASER DIST
ROTHOFF JEANSON & CO.	8/6/2019	\$	4,716.00	SW AUDIT OF 2018 FINANCIALS
RUEKERT & MIELKE, INC.	8/15/2019	\$	426.25	SW PROFESSIONAL FEES
RUEKERT & MIELKE, INC.	8/15/2019	\$	703.48	SW 2019 SCADA SERVICE
RUEKERT & MIELKE, INC.	8/15/2019	\$	938.00	SW ECONOMIC CONSULTANT
RUEKERT & MIELKE, INC.	8/15/2019	\$	282.50	SW PROFESSIONAL FEES
RUEKERT & MIELKE, INC.	8/15/2019	\$	143.25	SW PROFESSIONAL FEES
RUEKERT & MIELKE, INC.	7/26/2019	\$	868.00	SW PROFESSIONAL FEES
RUEKERT & MIELKE, INC.	7/9/2019	\$	186.00	SWM PROFESSIONAL FEES
RUEKERT & MIELKE, INC.	7/9/2019	\$	711.87	SWM CONSTRUCTION REVIEW
RUEKERT & MIELKE, INC.	8/15/2019	\$	1,267.21	SWM CONSTRUCTION REVIEW
RUEKERT & MIELKE, INC.	7/9/2019	\$	124.00	ENG CONSTRUCTION REVIEW
RUEKERT & MIELKE, INC.	7/26/2019	\$	1,148.00	ENG DESIGN
RUEKERT & MIELKE, INC.	7/9/2019	\$	687.00	ENG DESIGN
RUEKERT & MIELKE, INC.	8/15/2019	\$	1,024.00	ENG DESIGN
RUEKERT & MIELKE, INC.	7/26/2019	\$	752.00	ENG DESIGN
RUEKERT & MIELKE, INC.	8/15/2019	\$	143.25	ENG DESIGN
RUEKERT & MIELKE, INC.	7/9/2019	\$	681.64	ENG DESIGN
RUEKERT & MIELKE, INC.	8/15/2019	\$	186.00	ENG CONSTRUCTION REVIEW
RUEKERT & MIELKE, INC.	7/26/2019	\$	1,041.75	ENG CONSTRUCTION REVIEW
RUEKERT & MIELKE, INC.	7/26/2019	\$	1,379.98	ENG CONSTRUCTION REVIEW
RUEKERT & MIELKE, INC.	8/15/2019	\$	589.00	ENG CONSTRUCTION REVIEW
RUEKERT & MIELKE, INC.	8/15/2019	\$	1,114.25	ENG CONSTRUCTION REVIEWS
RUEKERT & MIELKE, INC.	7/26/2019	\$	1,220.85	ENG CONSTRUCTION REVIEW

RUEKERT & MIELKE, INC.	7/26/2019	\$ 10,254.03	ENG CONSTRUCTION REVIEW
RUEKERT & MIELKE, INC.	7/9/2019	\$ 3,625.59	ENG CONSTRUCTION REVIEW
RUEKERT & MIELKE, INC.	7/26/2019	\$ 590.98	ENG CONSTRUCTION REVIEW
RUEKERT & MIELKE, INC.	7/9/2019	\$ 2,080.75	ENG CONSTRUCTION REVIEW
RUEKERT & MIELKE, INC.	8/15/2019	\$ 2,943.03	ENG SWM ADDITION 2, PHASE 3
RUEKERT & MIELKE, INC.	7/26/2019	\$ 5,639.18	ENG SWM ADDITION 2, PHASE 3
RUEKERT & MIELKE, INC.	7/9/2019	\$ 1,109.84	SWM ADDITION 2, PHASE 3
RUEKERT & MIELKE, INC.	7/9/2019	\$ 143.25	ENG CONSTRUCTION SERVICES
RUEKERT & MIELKE, INC.	8/15/2019	\$ 587.52	SWM EROSION CONTROL REVIEW
RUEKERT & MIELKE, INC.	7/9/2019	\$ 525.56	SWM EROSION CONTROL REVIEW
RUEKERT & MIELKE, INC.	7/26/2019	\$ 416.93	SWM EROSION CONTROL REVIEW
RUEKERT & MIELKE, INC.	8/15/2019	\$ 445.98	SWM EROSION CONTROL INSPECTION
RUEKERT & MIELKE, INC.	7/9/2019	\$ 592.04	SWM EROSION CONTROL INSPECTION
RUEKERT & MIELKE, INC.	7/26/2019	\$ 331.93	SWM EROSION CONTROL INSPECTION
RUEKERT & MIELKE, INC.	7/26/2019	\$ 238.18	SWM EROSION CONTROL
RUEKERT & MIELKE, INC.	7/9/2019	\$ 505.07	SWM EROSION CONTROL & UTILITY
RUEKERT & MIELKE, INC.	8/15/2019	\$ 242.15	SWM EROSION CONTROL AND UTILIT
RUEKERT & MIELKE, INC.	8/15/2019	\$ 147.46	SWM EROSION CONTROL INSPECTION
RUEKERT & MIELKE, INC.	7/9/2019	\$ 95.00	SWM EROSION CONTROL INSPECTION
RUEKERT & MIELKE, INC.	7/26/2019	\$ 99.96	SWM EROSION CONTROL INSPECTION
RUEKERT & MIELKE, INC.	8/15/2019	\$ 144.98	SWM CONSTRUCTION REVIEW
RUEKERT & MIELKE, INC.	7/26/2019	\$ 47.50	SWM EROSION CONSTRUCTION INSPE
RUSS'S MULCH & TOPSOIL	7/31/2019	\$ 60.00	P&R BROWN MULCH
SCHOLTKA, JENNIFER	8/27/2019	\$ 384.00	P&R ZUMBA GOLD & TONING 2
SCHOOL DISTRICT MENOMONEE FALLS	8/16/2019	\$ 328.00	P&R REC CLASSES
SHAWNS DEER PICK UP	7/1/2019	\$ 364.00	HWY DEER REMOVAL
SHERWIN-WILLIAMS	8/13/2019	\$ 49.40	P&R PAINT SUPPLIES
SHORT ELLIOTT HENDRICKSON INC	7/11/2019	\$ 595.00	AD FIRE STATION 2 ADDITION
SITEONE LANDSCAPE SUPPLY LLC	8/14/2019	\$ 5.99	P&R IRRIGATION COVER
SKY ZONE	8/19/2019	\$ 572.00	P&R FIELD TRIP
SKY ZONE MILWAUKEE	8/19/2019	\$ 572.00	P&R SKYZONE FIELD TRIP
SOFT WATER, INC.	7/31/2019	\$ 30.00	FD SOLAR SALT
SOFT WATER, INC.	7/31/2019	\$ 60.00	FD SOLAR SALT
ST. BARTHOLOMEW'S EPISCOPAL CHURCH	8/23/2019	\$ 675.00	P&R JUNE & JULY RENTAL FEES
STICKYBOYZ	8/1/2019	\$ 120.00	SW DECALS FOR TRK 4
TARCZEWSKI, KELLY	8/8/2019	\$ 10.22	CT REIMBURSE B.O.R. / WELLNESS
TD AMERITRADE TRUST COMPANY	8/30/2019	\$ 50.00	CT WEEK END 8/10/19
TD AMERITRADE TRUST COMPANY	8/30/2019	\$ 50.00	CT WEEK END 8/24/19
TRUCK & AUTO ELEGANCE	7/16/2019	\$ 825.60	SW MUDFLAPS AND FLOORMATS
US CELLULAR	8/2/2019	\$ 511.26	P&R TELEPHONE
VERIZON	8/1/2019	\$ 214.66	SW PHONE
VERIZON	8/12/2019	\$ 298.01	FD TELEPHONE
VERIZON	8/12/2019	\$ 32.54	FD TELEPHONE
WACHTEL TREE SCIENCE	8/7/2019	\$ 5,950.00	P&R TRUNK INJECTION FOR ASH
Waldschmidt's Town & Country Mart	7/31/2019	\$ 19.99	SWM SPOOL BLACK VORTEX
WAUKESHA CO DEP	8/17/2019	\$ 145.00	CULVERT REPLACEMENT
WAUKESHA CO TREASURER	7/26/2019	\$ 12,028.80	CT DEPUTY OVERTIME
WAUKESHA COUNTY TREASURER	8/12/2019	\$ 214,181.67	CT SEPT 2019 POLICE SERVICES
WAUKESHA LIME & STONE CO.	8/1/2019	\$ 525.89	SWM 3/4" TB
WAUKESHA LIME & STONE CO.	8/7/2019	\$ 238.00	SWM 3/4" TB

WAUKESHA MEMORIAL HOSPITAL	7/30/2019	\$	265.00	FD SUPPLIES PURCHASES
WAUKESHA PROFESSIONAL FIREFIGHTERS A	9/3/2019	\$	1,703.87	CT UNION DUES FF AUG CONTRIBUT
WAUKESHA SKATELAND	8/6/2019	\$	126.00	P&R FIELD TRIP
WE ENERGIES	8/2/2019	\$	4.22	P&R GAS CHARGES
WE ENERGIES	8/1/2019	\$	344.22	P&R ELECTRIC
WE ENERGIES	9/6/2019	\$	1,921.76	AD GAS FACILITY RELOCATION
WESTERN CULVERT & SUPPLY	7/29/2019	\$	2,450.50	SWM CMPA AND BANDS
WESTERN CULVERT & SUPPLY	8/6/2019	\$	778.05	SWM CMPA AND BANDS
WESTERN CULVERT & SUPPLY	8/5/2019	\$	885.95	SWM CMPA AND BANDS
WESTERN CULVERT & SUPPLY	8/9/2019	\$	27.30	SWM CMPA
WESTERN CULVERT & SUPPLY	8/14/2019	\$	177.75	SWM BANDS AND CUTTING CHARGE
WHITLOW'S SECURITY SPECIALISTS	8/13/2019	\$	330.00	P&R NETTESHEIM DOOR
WI DEPT OF JUSTICE-RECORDS CHECK	7/31/2019	\$	41.00	HR EXAMS
WI DEPT OF JUSTICE-TIME	1/10/2019	\$	150.00	CT TIME ACCESS
WI PARK AND RECREATION ASSOC	8/8/2019	\$	300.00	P&R CONFERENCE REGISTRATION
WISCONSIN LEGAL BLANK	7/3/2019	\$	443.00	CT REG ENVELOPES / BUSINESS CD
WISCONSIN LEGAL BLANK	8/13/2019	\$	199.50	PLC ENVELOPES
WISCONSIN RURAL WATER ASSOC.	8/26/2019	\$	55.40	HR TRAINING
WISCONSIN STEAM CLEANER	8/2/2019	\$	586.22	SW FITTINGS ON CRANE
WONDERWARE MIDWEST	8/1/2019	\$	7,080.00	SW SUPPORT AND MNT WIN-911/PRO
XEROX CORPORATION	7/1/2019	\$	801.99	SW XEROX

**CITY OF PEWAUKEE  
COMMON COUNCIL AGENDA ITEM 3.3.**

**DATE:** September 16, 2019

**DEPARTMENT:** Clerk/Treasurer

**PROVIDED BY:**

***SUBJECT:***

Approval of Bartender License

***BACKGROUND:***

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

**ATTACHMENTS:**

Description

9.16.2019 Bartender License



<b><u>Individual Name</u></b>	<b><u>Establishment Name</u></b>	<b><u>Type</u></b>
Decker, Zackery M	Point Burger Bar	New
Gorak, Megan M	Point Burger Bar	Renewal
Gunter, Alicia N	Pewaukee Golf Club	New
Jude, Robert L	Point Burger Bar	New
Pillay, Asvathaman	Stoneridge	Renewal
Powers, Abbigale M	Boomers	New
Runkle, Anne M	Michaels House of Prime	New
Schowalter, Mitchell J	Boomers	New
Steinmetz, Mallory A	Gina's Sports Dock	New





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

**DATE:** September 16, 2019

**DEPARTMENT:** Clerk/Treasurer

**PROVIDED BY:**

***SUBJECT:***

Discussion and Possible Action Regarding the Contract Renewal for Police Services for 2020 through 2024 [Klein]

***BACKGROUND:***

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

**ATTACHMENTS:**

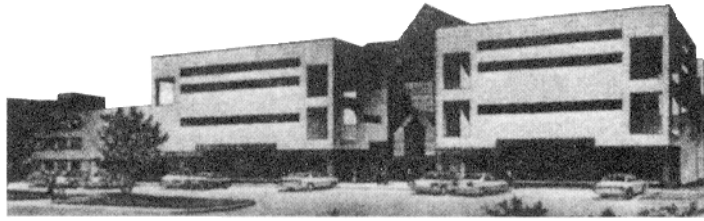
Description

Letter for Sheriff Severson

2020-2024 Contract



## OFFICE OF THE SHERIFF



515 W. Moreland Blvd.  
Box 1488  
Waukesha, WI 53187

Waukesha County Jail  
Box 0217  
Waukesha, WI 53187

Waukesha County Huber  
1400 Northview Road  
Waukesha, WI 53188

**ERIC SEVERSON, *Sheriff***

September 3, 2019

City of Pewaukee  
Attn: Mr. Scott Klein  
W240 N3065 Pewaukee Road  
Pewaukee, WI 53072

Dear Mr. Klein,

In an effort to assist you with the development of your 2020 municipal budget, I am providing you with a cost estimate for the municipal patrol contract provided by the Waukesha County Sheriff's Department. The cost estimate being provided assumes the current level of service, which includes the additional deputy assigned to the Metro Drug Unit approved with a start date of June 2019.

As you are aware, 2019 is the last year for the City of Pewaukee's municipal patrol contract. The Sheriff's Department has prepared a draft contract for your review, which is enclosed. Although the budget numbers are not firm because we are still working through our budget process, the contract could be reviewed by your legal counsel to determine if revisions need to be made to the terms. I will prepare a contract for the City's consideration and will send the final contract once our budget numbers are firm. The contract will be similar to the enclosed contract unless both parties agree to revisions in terms.

During Council meetings, your Council has expressed the desire to increase the current level of service being provided. If you would like the Sheriff's Department to provide alternative service levels, please let us know and we would be happy to work with you to provide cost estimates.

Below are the preliminary numbers for your community. Please remember that these numbers reflect an estimate for the base patrol contract billed monthly and do not include overtime costs, which are billed quarterly, or inmate housing which is billed monthly. Those costs are based on your community's use of those services. Please be aware that we have implemented a new dictation software system that allows our deputies to dictate the reports and finalize them. Due to this new software, we will not be billing separately for transcription services in 2020.

### City of Pewaukee

Description	2019 Contract Costs	2020 Estimated Contract Costs	Difference	% Change
Ave Salary and Benefit Cost:	\$1,478,117	\$1,582,769	\$104,652	7.08%
Direct Supervision Costs:	\$394,288	\$404,107	\$9,819	2.49%
Departmental Admn Costs:	\$52,560	\$56,016	\$3,456	6.58%
Operational Costs:	\$148,674	\$159,381	\$10,707	7.20%
One time Equip-Annual Costs:	\$7,778	\$8,088	\$310	3.99%
Risk Management Costs:	\$30,301	\$30,694	\$393	1.30%
Vehicle Costs:	\$208,241	\$209,335	\$1,094	0.53%
Facilities Usage Charge:	\$862	\$853	-\$9	-1.01%
County-wide Indirect Costs:	\$81,535	\$89,821	\$8,286	10.16%
Detective Costs	\$109,384	\$115,068	\$5,684	5.20%

<b>Total Estimated Costs</b>	<b>\$2,511,739</b>	<b>\$2,656,132</b>	<b>\$144,393</b>	<b>5.75%</b>
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If you have any questions about the municipal patrol contract cost for 2020 for your community, please feel free to contact me at (262) 548-7164.

Respectfully yours:

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Josh Joost  
Business Manager

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

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

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

The MUNICIPALITY shall have the right to change this schedule of days per week, hours or supervision upon thirty (30) days written notice to the Sheriff of Waukesha County provided that the hours within a shift always remain consecutive and that the changes are acceptable to the Sheriff.

2. The Sheriff shall have supervisory control over the personnel providing these services. The Sheriff shall retain the final authority to make decisions as to the manner in which services shall be rendered.
3. The Sheriff will provide patrol functions as follows:
  - (a) During patrol hours, the patrol unit will provide continual patrol in the MUNICIPALITY. The unit will be first responder to all dispatched events in the MUNICIPALITY. The unit will begin and end its patrol tour from a location mutually agreed upon by the MUNICIPALITY and the COUNTY. It may leave the boundaries of the MUNICIPALITY in those situations that would require mutual aid assistance by the COUNTY or neighboring municipality.
  - (b) Every effort will be made to respond to MUNICIPALITY needs and desires. The

MUNICIPALITY will designate a liaison person(s) to provide the Sheriff with any information as to concentration of patrol efforts, special assignments, etc. the MUNICIPALITY desires.

- (c) To ensure continuity, the Sheriff will assign officers to the MUNICIPALITY patrol on an annual basis whenever possible. The Sheriff will consider requests by the MUNICIPALITY for changes in assignment, but retains final authority in those assignments.
- (d) The MUNICIPALITY will be provided with:
  - Two vehicles with a two year use life
  - One vehicle with a one year use life
  - Four vehicles with a five year use life

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

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

4. Payment terms are:

- (a) The MUNICIPALITY shall pay the COUNTY a sum of \$XXXXXXX per month for 12 months. The COUNTY will issue the bills in the following manner: two monthly bills will be issued in January and one bill will be issued February-November so the MUNICIPALITY will pay for the services prior to it being delivered. Payment will be made monthly, no later than thirty days after the bill is issued. In addition to this monthly charge, the MUNICIPALITY shall reimburse the COUNTY on a quarterly basis for overtime expenditures as calculated by the COUNTY thereunder for overtime hours arising from MUNICIPALITY patrol functions, including overtime spent in court in connection with the prosecution of MUNICIPAL ordinances.



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

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

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

11. Additional Terms:
  - (a) The term of this Contract shall be from January 1, 2020, through December 31, 2024, regardless of the dates of the signatures set forth below.
  - (b) The MUNICIPALITY shall provide written notice to the COUNTY no later than April 1<sup>st</sup> of the fifth year of the contract to notify COUNTY that it will renew the contract for an additional five year period or it will not renew the contract at the end of the fifth year. The MUNICIPALITY may request to negotiate a contract amendment by notifying the COUNTY in writing of the desired amendment by June 1<sup>st</sup> of the year preceding the amendment.
  - (c) Should the MUNICIPALITY terminate the contract, for any reason including a breach, the COUNTY shall make every effort to reassign personnel within law enforcement functions. In the event the COUNTY is unable to reassign personnel and is required to lay off COUNTY law enforcement personnel, the MUNICIPALITY shall pay the COUNTY the costs of unemployment for the COUNTY personnel until such time that the personnel are rehired or no longer

receiving unemployment compensation. The costs associated with the personnel laid off are the responsibility of the MUNICIPALITY, even if the laid off personnel is not necessarily the specific contracted personnel. Such costs will be billed the MUNICIPALITY on a monthly basis on 30 days net terms.

12. This Contract constitutes and contains the entire agreement of the parties, and supersedes any and all other contracts, agreements or understandings between the parties, whether oral or written. Any amendments shall be by mutual agreement of the parties and must be in writing signed by both parties.
13. Approval of the Contract: This Contract is subject to the approval of the Waukesha County Board of Supervisors prior to the execution by the Sheriff.
14. Renewal: The COUNTY, through the Waukesha County Board of Supervisors, authorizes the Waukesha County Sheriff to renew this contract with the MUNICIPALITY after the first five (5) year term for one additional five (5) year term with the payment terms and costs recalculated annually in the manner set forth in Paragraph 4, above.
15. Notice required under this contract shall be sent to:  
MUNICIPALITY:  
City of Pewaukee  
Attn. Scott Klein, City Administrator  
W240 N3065 Pewaukee Road  
Pewaukee, WI 53072  
Fax: 262-691-1798  
  
COUNTY:  
Waukesha County Sheriff's Department,  
Attn: Josh Joost, Business Manager  
515 W. Moreland Blvd.  
Waukesha, WI 53188  
Phone: 262-548-7164  
E-Mail: [jjjoost@waukeshacounty.gov](mailto:jjjoost@waukeshacounty.gov)

Attachments: Attachment One

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

WAUKESHA COUNTY

CITY OF PEWAUKEE

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

\_\_\_\_\_  
Date

Police Services Contract – Waukesha Sheriff and City of Pewaukee  
2020-2024  
Page 6 of 6  
Sheriff

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

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

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

**DATE:** September 16, 2019

**DEPARTMENT:** Fire Department

**PROVIDED BY:**

***SUBJECT:***

Discussion and Possible Action to Award the Station #2 Storage Building Construction Project to the Lowest Qualified Bidder, Level Up Construction, Inc. in the Amount of \$745,002.09 and Construction Management Fee to Wellspring Construction Group in the Amount of \$37,250.10 [Chief Bierce/Klein]

***BACKGROUND:***

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

**ATTACHMENTS:**

Description

Level Up Construction Bid

Pewaukee Fire station #2 Storage building  
WS 19-129  
9/11/2019



Description	Contractor	Amount
Base Bid	Level Up Construction, Inc	\$657,930.00
Alternate 1	Level Up Construction, Inc	\$37,800.00
Alternate 2	Level Up Construction, Inc	\$14,900.00
Architecture	Thrive Architects	\$19,600.00
Original Survey and Civil Engineering	S E H	\$3,500.00
Additional civil engineering	S E H	\$5,000.00
Subsurface investigation	PSI	\$3,525.00
State approval fee	Thrive Architects	\$450.00
Bid Advertising - Daily reporter	Wellspring Construction Group, LLC	\$178.27
Bid Advertising - Lake Country Reporter	Wellspring Construction Group, LLC	\$97.59
Bid Advertising - Waukesha Freeman	City of Pewaukee	\$99.47
Relocate Gas Line	City of Pewaukee	\$1,921.76
Subtotal		<hr/> \$745,002.09
CM Fee	Wellspring Construction group, LLC	\$37,250.10
Total		<hr/> \$782,252.19

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

**DATE:** September 16, 2019

**DEPARTMENT:** PW - Engineering

**PROVIDED BY:** Jeffrey L. Weigel, PE Public Works Director & City Engineer

***SUBJECT:***

Discussion and Possible Action to Reprogram the 2019 Bike & Pedestrian Capital Project Fund for 2019 to Fund the Engineering/Design Work for the Northview Road Sidewalk (\$10,000) and East Fieldhack Connection to the Lake Country Trail (\$37,600) Estimated Design Services in 2019 [Weigel]

***BACKGROUND:***

In 2018/2019 the City updated the Pedestrian and Bicycle Plan, and the Impact Fee Needs Analysis is near completion. Last year at budget we submitted 2 projects as "place holders" with \$375,000 until these plans have been completed.

Attached is a proposed plan for the Bike and Pedestrian projects, incorporating all of the projects that are in the Impact Fee Study. To date, that \$375,000 has not been transferred into the project fund. We are requesting the Common Council to re-program the 2019 Bike & Pedestrian Capital Project Budget (440-575520-8200) for \$47,600 in 2019 for the Northview Road sidewalk (\$10,000) and East Fieldhack connection to the Lake Country Trail (\$37,600) which would allow us to get surveying and preliminary engineering work started this year (2019). The remainder of the project list (2020-2030) would be reviewed annually as part of the budget process.

***FINANCIAL IMPACT:***

\$375,000 were budgeted for this account in 2019 (\$87,500 from the Bike/Hike Impact Fee and \$287,500 from the General Fund). The reprogramming of the Bike and Pedestrian Capital Account as requested would use \$47,600 of the \$287,500 budgeted under General Funds. The Impact Fee portion would be used when construction of an eligible project would occur. The remaining \$239,900 as not yet transferred into the Capital Account, would be available for the Common Council discretion in the 2020 budget deliberations.

***RECOMMENDED MOTION:***

Common Council authorizes the transfer of \$47,600 of the \$287,500 General Funds budgeted for the 2019 Capital Bike & Pedestrian Project Account for the preliminary engineering of the Northview Road Sidewalk and Fieldhack/Lake Country Trail connection projects.

**ATTACHMENTS:**

Description

2019 Bike Hike Budget Page

Draft Impact Fee Bike Hike Projects

Proposed 10 Year Bike Hike Project Plan

**CITY OF PEWAUKEE  
2020 BUDGET  
CAPITAL PROJECTS FUND - BIKE & PEDESTRIAN**

	2018 Actual	2019			2019 Budget	2020 Budget
		6 Month Actual	9 Month Actual	Year End Forecast		
<b>Revenues</b>						
440-492200-0000 Transfer from Impact Fees					87,500	
440-492100-0000 Transfer from General Fund	6,000				287,500	
	-					
<b>Total Revenues</b>	6,000	-	-	-	375,000	-
<b>Capital Projects</b>						
440-575520-8200 Bike Path Study	2,769	2,053	2,053	-	-	-
440-575520-8200 Green Road Path	-	-	-	-	300,000	
440-575520-8220 Fieldhack	-	-	-	-	75,000	
<b>Total Expenditures and Other Uses</b>	2,769	2,053	-	-	375,000	-
<b>Change in Expenditures and Other Uses</b>	3,231	(2,053)	-	-	-	-
<b>Fund Balance:</b>						
Beginning of Period				3,231		3,231
End of Period	3,231	(2,053)	-	3,231	-	3,231



**Table 3-7**  
**City of Pewaukee**  
**Proposed Bike/Hike Trail Construction Projects, 2019 to 2050**

Number	Trail Improvements	Length (miles)	Estimated Cost
1	East Fieldhack Drive to the Lake Country Trail	0.03	\$188,000
2	Meadowbrook Road, Lake Country Trail to City/Village Boundary	1.7	\$737,000
3	Northview Road, from west end of sidewalk to South Park	0.2	\$40,000
4	Pedestrian Crossing at STH 164 (Pewaukee Road) and Ridgeview Pkwy	0.02	\$57,000
5	Watertown Road/CTH M	1	\$485,000
6A	Recreational Crossing at Nettesheim Park and Prospect Ave (CTH SS)	0.01	\$67,000
6B	Recreational Crossing at Crestview Drive at Prospect Ave (CTH G)	0.01	\$52,000
7	Green Road (STH 164 to Wagner Park)	0.7	\$210,000
8	Springdale Road (STH 190 to Weyer Road)	1.5	\$450,000
9	Springdale Road (STH 190 to Kathryn Ct)	0.5	\$150,000
10	Watertown Road (STH 164 to Creekside Dr)	0.5	\$150,000
11	Pewaukee Road (No. Riverwood Dr. to Tower Pl.)	0.5	\$150,000
	<b>Total Miles</b>	<b>6.67</b>	
	<b>ESTIMATED TOTAL NET COST</b>		<b>\$2,736,000</b>

**Table 3-8**  
**City of Pewaukee**  
**Trail Impact Fee Calculation – Non-Residential Uses**

Item	Amount
Existing Commercial/Industrial, etc. (sq ft) <sup>1</sup>	12,085,228
Anticipated growth of Commercial/Industrial (sq ft)	2,450,000
Total	14,535,228
New growth as % of total	17%
Cost of Trail projects, plus 10% contingency	\$3,009,600
Share of cost for non-residential uses	\$507,286
<b>Impact Fee per sq ft of new non-residential use growth</b>	<b>\$0.21</b>

<sup>1</sup> Based on Global Valuation System report run 8/24/11 of Commercial and Industrial footage.

Project	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
East Fieldhack Drive to Lake Country Trail	37600	150400										
Northview Road from west end of sidewalk to South Park	10000	30000										
Pedestrian Crossing at STH 164 (Pewaukee Road) and Ridgeview Pkwy		5700	51300									
Recreational Crossing at Nettesheim Park and Prospect Ave (CTH S5)		13400	53600									
Recreational Crossing at Crestview Drive and Prospect Ave (CTH G)		10400	41600									
Green Road (STH 164 to Wagner Park)			42000	168000								
Watertown Road STH 164 to Creekside Dr				30000	120000							
Pewaukee Road (N. Riverwood Drive to Tower Pl)					30000	120000						
Springdale Road (STH 190 to Kathryn Ct.)						30000	120000					
Meadowbrook Road, Lake Country Trail to City/Village Boundary							147400	589600				
Watertown Road/CTH M									97000	388000		
Springdale Road (STH 190 to Weyer Rd)	47600	209900	188500	198000	150000	150000	267400	589600	97000	388000	90000	360000
											90000	2736000

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

**DATE:** September 16, 2019

**DEPARTMENT:** PW - Stormwater

**PROVIDED BY:** Jeffrey L. Weigel, PE Public Works Director & City Engineer

***SUBJECT:***

Discussion and Possible Action to Determine the Emerald Acres Flooding Mitigation Project Public Information Meeting Process [Weigel]

***BACKGROUND:***

Section 101.d(2) of our municipal code requires a Public Information and Comment meeting for projects that exceed \$2M in total cost. The Emerald Acres Flood mitigation contract/project is estimated to exceed \$2.6 M. The ordinance states that the Public Info meeting should be noticed as a regular Common Council meeting would be noticed--that is via published agenda approximately 1-week ahead of the meeting with no direct mailing of the notice to property owners adjacent or "affected" by the project as is required via the State Public Hearing notification process.

The purpose of bringing this forward for discussion is that we cannot remember planning a Public Information meeting such as this, and we are asking the Common Council if there is a desire to directly notify the property owners near the project, or not.

***FINANCIAL IMPACT:***

Should the Council direct the mailing notification of this meeting, staff time and postage costs would be incurred, both of which would be charged to the project account.

***RECOMMENDED MOTION:***

We have no recommended motion as this is an issue of governance and communication with the City property owners.

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

**DATE:** September 16, 2019

**DEPARTMENT:** Public Works

**PROVIDED BY:** Jeffrey L. Weigel, PE Public Works Director & City Engineer

***SUBJECT:***

Discussion and Possible Action to Establish the 2020 Residential Garbage and Recycling Collections Fee at \$150 Per Unit [Weigel]

***BACKGROUND:***

Each year the Common Council sets the garbage and recycling collections fee based on the Johns Contract and the dividends received from Waukesha County for participation in the County organized recycling collection program.

The Johns contract uses Consumer Price Index (CPI) and Fuel Cost Averages, and for 2020 the calculation results in an increase of 2.17%. In June 2019, Waukesha County suspended the payment of a portion of the recycling dividends due to changing economic market conditions (our 2019 dividend was \$39,774 whereas our 2019 dividend was \$106,166), resulting in a recommended increase of the annual fee by 7.9% (\$139 in 2019; \$150 proposed in 2020).

***FINANCIAL IMPACT:***

The increase is necessary so that the City recovers its costs for providing the curbside collection services.

***RECOMMENDED MOTION:***

**ATTACHMENTS:**

Description

Johns Contract Calculation 2020

County June 2019 Recycling Dividends

City 2020 Garbage Fee Calculation

Johns Disposal Service Inc.  
Computation of Rate Adjustment  
Pewaukee  
January 1, 2020

CPI - Change in CPI for the Chicago-Naperville-Elgin, IL-IN-WI Area (All Items - All Urban Wage earners and Clerical Workers)

		Index	% Change	Weight	Net Change
	June 30, 2018	238.540			
	June 30, 2019	<u>240.835</u>			
	Change	2.295	0.96%	75%	0.72%
Fuel					
	Average - June 2018	2.892			
	July 31, 2018	3.156			
	August 31, 2018	3.153			
	September 30, 2018	3.218			
	October 31, 2018	3.310			
	November 30, 2018	3.185			
	December 31, 2018	2.907			
	January 31, 2019	2.806			
	February 28, 2019	2.969			
	March 31, 2019	2.993			
	April 30, 2019	3.058			
	May 31, 2019	3.038			
	June 30, 2019	<u>2.926</u>			
		36.719			
	Average - June 2019	3.060			
	Change	0.168	5.809	25%	<u>1.45%</u>
Total Rate Adjustment					<u>2.17%</u>
Rate Adjustment Limit					<u><u>2.65%</u></u>

Johns Disposal Service Inc  
Pewaukee Rate Adjustment  
For the Year 2020

	2019 Rate	Increase 2.17%	2020 Rate
Garbage	4.30	0.09	4.39
Recycling	3.34	0.07	3.41
Bulky	0.94	0.02	0.96
Landfill	44.94		
Less: Tipping Fee	(13.00)		
	31.94	0.69	32.63
Add: Tipping Fee			13.00
			45.63



Waukesha County  
*Department of Parks and Land Use*

Mayor Steve Bierce  
City of Pewaukee  
W240N3065 Pewaukee Road  
Pewaukee, WI 53072

Dear Mayor Bierce:

I am pleased to enclose your community's 2019 Recycling Dividend payment in the amount of \$39,774. In accordance with our intergovernmental agreement (IGA), this tax relief payment is designed to help offset local program costs related to direct hauling of recyclables to the Joint MRF, and the costs of recycling containers. Waukesha County is distributing nearly \$580,000 in total dividends to our 27 community partners this year. The dividend amount for each community depends the number and size of recycling containers used and direct hauling costs, as prescribed in the IGA. Details on the actual calculation for each community dividend payment can be found in Attachment A.

I am happy to report that since 2001, the County has provided \$19.5 million in Recycling Dividend payments to our community partners. These annual payments have helped smooth out local budget impacts from fluctuating recyclable markets, increased program costs, and reduced state grant funding. Also, since the conversion to single sort recycling in 2015, communities continue saving over \$4.5 million *each year* in collection costs while recycling rates have increased 44%.

Unfortunately, several years of depressed global recycling markets have reduced revenues from the sale of materials while increasing Joint MRF operating costs. The attached fact sheet provides a more detailed review of these impacts and what is being done to address them, which my staff have been discussing with community partners over the past couple months. In summary, MRF fund balance projections have led to significantly reduced community dividend payments this year. If markets do not recover in the near future, the County may need to pursue further dividend reductions next year to ensure program sustainability. We will continue to communicate on this issue through quarterly E-news updates and the annual community meeting in December.

Since this intergovernmental partnership began in 1991, we have collectively recycled approximately 590,000 tons of material, and avoided more than \$26 million in landfill disposal costs - without any County tax levy support. Businesses have used the recycled material to manufacture new products, supporting economic development and sustainability efforts. Thank you for your continued support and cooperation. It is key to the program's success.

Sincerely,

A handwritten signature in black ink that reads "Dale R. Shaver".

Dale Shaver  
Director - Department of Parks and Land Use

Attachments





## Attachment A

### **2019 Waukesha County Recycling Dividend Calculation Explanation**

The total amount of 2019 recycling dividends is \$579,627. Below is an explanation of how these funds are distributed to the 27 communities in the Waukesha County recycling program. As you may have heard through County presentations at the Cooperation Council, a countywide DPW meeting on April 17, and the quarterly County E-news updates, the base dividend and the recycling incentive dividend have been suspended until the Waukesha County Recycling Fund balance can again sustain these payments. If the fund balance continues to decline in 2020, additional dividend cuts may be pursued in the future. The specific remaining payment for each municipality is dependent on two components, as described further below. The amounts shown for each section are derived from the intergovernmental agreements.

#### **County Financial Assistance for Direct Haul and Recycling Containers**

To facilitate the transition from dual to single sort recycling, 10-year intergovernmental agreements (IGAs) were executed with the communities that were in the County recycling program as of 2014. The IGAs provide financial assistance for new, larger recycling containers and/or hauling of recyclables to the Joint County/City MRF in Milwaukee. Per the IGA, the annual payment to communities is described below.

##### **1. Direct Haul Credit**

The annual payment is based on community contract costs for hauling recyclables directly to the Joint MRF versus the Waukesha MRF. The payment is based on, and adjusted annually in accordance with executed collection contracts, not to exceed the average costs and RFP #1427 adjustment rate methodology.

Direct Haul Credit (\$) = Payment\*/household/month x number of households x 12 months/yr.

\* Payment = \$0.05 - \$0.23 based on executed IGAs for each municipality.

##### **2. Recycling Container Credit**

The annual payment is standardized, based on the average countywide container lease price, the number of households served and the size of the new, larger recycling container.

Container Credit (\$) = Payment\*/household/month x number of households x 12 months/year

\* Payment = \$0.44 for 96-gallon, \$0.38 for 64/48-gallon, or \$0.22 for 32-gallon containers

*(Note: Communities are eligible for payment for a maximum of two containers per household for 32 gallon only)*

#### **Notes on County Financial Assistance for Direct Haul and Recycling Containers (IGA):**

- The Intergovernmental Agreement (IGA) for financial assistance began in 2015 and guides the calculation of these credits.
- The Village of Lac La Belle and Village of Oconomowoc Lake did not receive new recycling containers.
- The City of Muskego and Town of Vernon do not receive container credits since they already had larger containers when they entered the Waukesha county program.
- The City of Waukesha has several different sizes for the container credit.

# 2019 Waukesha County Recycling Dividend Payments

Municipality	Direct Haul Credit (IGA)		Container Credit (IGA)		Total Dividend Payment
	Direct Haul (\$/HH/Month)	Direct Haul Payment	Recycling Container (\$/HH/Month)	Recycling Container Payment	
C. Brookfield	\$0.06	\$10,274	\$0.22	\$37,670	\$47,944
C. Delafield	\$0.22	\$5,607	\$0.22	\$5,607	\$11,215
C. Muskego	\$0.10	\$11,536	\$0.00		\$11,536
C. New Berlin	\$0.09	\$13,203	\$0.44	\$64,548	\$77,751
C. Oconomowoc	\$0.22	\$15,341	\$0.44	\$30,682	\$46,023
C. Pewaukee	\$0.22	\$13,258	\$0.44	\$26,516	\$39,774
C. Waukesha	\$0.23	\$56,867	\$0.00	\$100,067	\$156,934
T. Brookfield	\$0.05	\$1,199	\$0.22	\$5,277	\$6,477
T. Delafield	\$0.14	\$5,263	\$0.22	\$8,271	\$13,535
T. Lisbon	\$0.22	\$9,533	\$0.22	\$9,533	\$19,066
T. Merton	\$0.13	\$5,111	\$0.22	\$8,649	\$13,759
T. Oconomowoc	\$0.15	\$6,379	\$0.22	\$9,356	\$15,735
T. Vernon	\$0.20	\$6,958	\$0.00		\$6,958
T. Waukesha	\$0.22	\$8,488	\$0.44	\$16,975	\$25,463
V. Big Bend	\$0.22	\$1,510	\$0.44	\$3,020	\$4,530
V. Chenequa	\$0.22	\$795	\$0.22	\$795	\$1,589
V. Dousman	\$0.15	\$1,202	\$0.44	\$3,527	\$4,729
V. Eagle	\$0.22	\$1,935	\$0.44	\$3,870	\$5,805
V. Elm Grove	\$0.22	\$5,602	\$0.22	\$5,602	\$11,204
V. Hartland	\$0.15	\$4,714	\$0.44	\$13,828	\$18,543
V. Lac La Belle	\$0.22	\$348	\$0.00		\$348
V. Merton	\$0.14	\$1,846	\$0.44	\$5,803	\$7,649
V. Nashotah	\$0.19	\$937	\$0.22	\$1,085	\$2,022
V. Oconomowoc Lake	\$0.22	\$760	\$0.00		\$760
V. Pewaukee	\$0.15	\$3,258	\$0.44	\$9,557	\$12,815
V. Summit	\$0.22	\$5,145	\$0.22	\$5,145	\$10,291
V. Wales	\$0.18	\$2,082	\$0.44	\$5,090	\$7,172
<b>Grand Total</b>		<b>\$199,153</b>		<b>\$380,474</b>	<b>\$579,627</b>

\*The Village of Lac La Belle did not accept new containers

\*The Village of Oconomowoc did not accept new containers

\*The City of Waukesha allowed for variable container sizes

\*The Town of Vernon and the City of Muskego did not receive Container Credits



## Waukesha County Recycling Fund Balance Fact Sheet

### Background

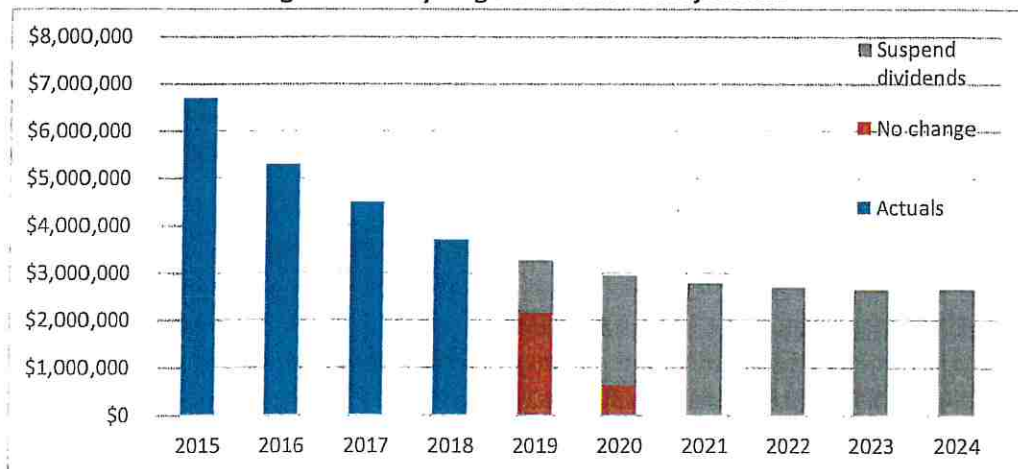
Waukesha County maintains a self-sustaining “enterprise fund” for the recycling program, herein referred to as the Recycling Fund. Revenue sources for the Recycling Fund are limited to state grants and the sale of recyclable materials collected by community partners and processed at a material recovery facility (MRF). Tax levy is never allocated to the Recycling Fund.

Opening in 1991, the original County MRF enjoyed many years of good markets and low operating costs, resulting in a significant fund balance that reached over \$13 million by 2014. In 2001, the County began to provide dividend payments to partner communities based on their respective collection costs and later on recycling rates. Starting at \$500,000/year, these dividends gradually reached \$1.2 million/year by 2011.

In March 2014, after a highly competitive RFP process, the City of Milwaukee and Waukesha County (“Entity”) executed an intergovernmental agreement and private contracts for the design, construction and operation of a new \$15 million Joint Entity Materials Recovery Facility (“Joint MRF”) located in an existing City-owned building in Milwaukee. While expending \$7.5 million of the MRF fund balance on new processing equipment, the switch to single stream also saved partner communities over \$4.5 million *per year* in collection costs. The business model under the new MRF operating contract relies heavily on recyclable commodity markets.

During the rollout of the new single stream program, additional IGAs were executed with 27 partner municipalities, which included 10 years of annual payments to help offset community costs for new single stream recycling containers, and for higher transportation costs for hauling recyclables to Milwaukee. Combined with the previous community dividends, the annual dividend to communities grew to \$1.75 million. Due to these commitments, and historically low commodity markets, the MRF fund balance has dropped every year since opening (see Figure 1), despite significant cuts in recycling program operating and education costs.

Figure 1 – Recycling Fund Balance Projections



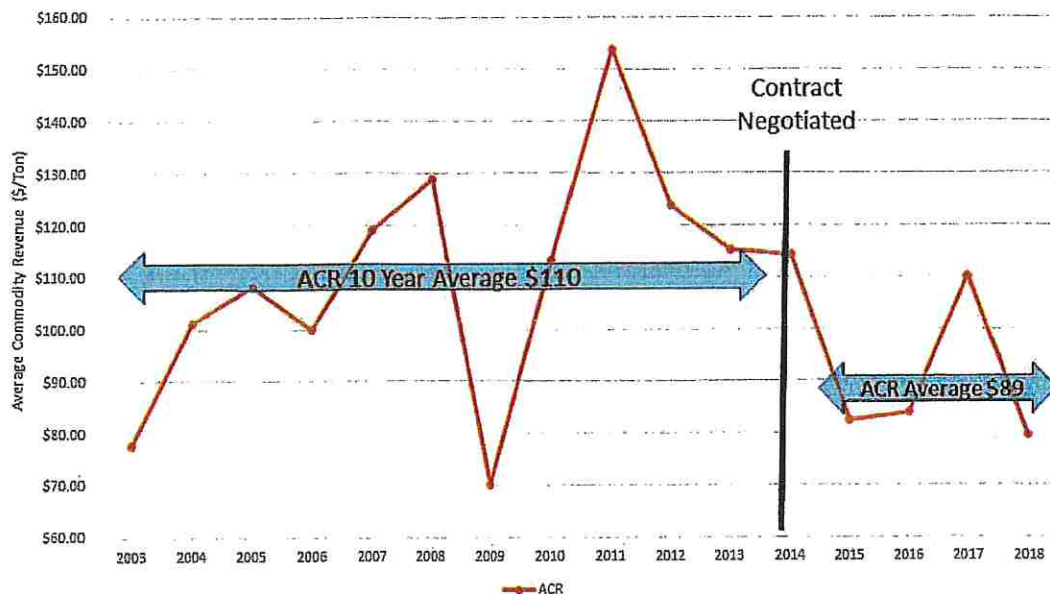
### The Markets

Prior to selecting the successful contractor for the Joint MRF, an economic model was developed. Under the accepted proposal, the Entity receives 80% of the revenue from recyclable material sold on the commodity markets, which is used to pay for recyclable processing, as well as support Entity program costs and dividend payments to community partners. With this arrangement, the most impactful assumption in the model is the per ton value of the recyclables sold, which is referred to as the Average Commodity Revenue (ACR). An ACR value of \$100 per ton was chosen as the modeling standard to compare proposals, which was more conservative than the \$110 per ton 10-year historic average at the time.

However, since the Joint MRF began operating in 2015, the markets have struggled to meet \$100/ton, as shown in Figure 2. In fact, since 2015, ACR values have averaged 19% lower than the previous 10 years, reflecting \$1.25

million in lost revenue per year. The depressed recyclable commodity values are a result of international market factors, such as Chinese import bans. Even though the Joint MRF generally sells material in the Midwest markets, the loss of overseas export markets caused a flood of recyclable materials in the US, which has driven down commodity values.

Figure 2 – Average Commodity Revenue: 2003-2018



### Operational Impacts

At the same time recyclable markets have been suppressed, the material quality demands increased. More staff were needed to implement quality control measures and maintain equipment in peak condition. Equipment processing speed needed to be reduced to ensure material quality. In a strong economy, wage increases for MRF staff were also necessary to meet labor market demands. All of this has caused MRF operating costs to increase significantly. In addition, more capital investment is needed for equipment upgrades necessary to improve efficiency and material quality.

Due to the rapidly rising MRF operating costs, the Entity was required to renegotiate the economic terms of the operating agreement with Republic. This process began in June of 2018. The Entity engaged the services of a consultant to help with the negotiations and fiscal analysis involved. Republic provided evidence of the increased operating cost and reduced revenues, showing a net loss of over \$1 million at the Joint MRF during 2018. During these negotiations Republic issued a "termination notice" in November 2018, which was disputed by the Entity's legal counsel. However, if the Entity were to litigate the issue with Republic, a new processor would need to be found through a Request for Proposal process during a period of depressed recycling markets. Surveys by the consultant showed the Entity would have likely paid an even higher processing fee than what was negotiated through this 9-month long process. Therefore, it was recommended to finish the term of the contract with a significantly increased processing fee while the market continues to adjust.

### Fund Balance Implications

Figure 1 shows projections of the Recycling Fund balance with and without a 66% cut in community dividend payments, starting in 2019. The goal is to maintain a \$3 million fund balance for future MRF equipment upgrades. Without this level of cuts, the fund balance would be completely exhausted by early 2021 due to increased operating costs and the depressed recycling markets. If recycling markets do not recover in the near future, additional dividend cuts may need to be pursued to ensure the sustainability of the Recycling Fund.



Check No. 265418

INVOICE NO.	DESCRIPTION	AMOUNT
CPewaukee19	2019 Dividend Payments	39,774.00

Check Total: \$39,774.00



CHECK NO: 265418

$$\frac{12-1}{750}$$

AMOUNT
\$39,774.00

Thirty-Nine Thousand Seven Hundred Seventy-Four and 00/100 Dollars

Paul F. Fann  
Margaret Wartma  
Daniel L. Jones

Garbage &amp; Recycling Collections Rate

Formula Increase per contract

Assume: 232 up the drive; 4,868 curbside.

5100 Total collection units

	Service Item	2019 per hm/month	2020 rate formula	No. units	
Garbage	Garbage Cart	\$ 0.70	\$ 0.70	4958	\$ 41,647
	Gargage collections	\$ 4.30	\$ 4.39	5100	\$ 268,668
	Bulky Items	\$ 0.94	\$ 0.96	5100	\$ 58,752
	Landfill	\$ 44.94	\$ 45.63	3900	\$ 177,957
					\$ 547,024 Garbage costs
					\$ 254,428 Recycling costs
Recycling	96 gal recycling cart	\$ 0.75	\$ 0.75	4958	\$ 44,622
	32 gal recycling cart	\$ 0.40	\$ 0.40	232	\$ 1,114
	recycling collections	\$ 3.34	\$ 3.41	5100	\$ 208,692
	recycling transport				
	<i>Highlighted rates change per contract.</i>				
	Total costs before County Reimburse.			\$ 801,452	\$ 157.15 per home
County reimbursements for recycling.					
	Per House/month	\$0.22		\$ 13,258.00	
	96 gal recycling cart	\$ 0.44		\$ 26,516.00	
	Total County Reimbursement			\$ 39,774.00	\$ 39,774) \$ 761,678 149.35 per home
County Recycling Incentive (2019 June-suspended)					
				\$ -	\$ -
				\$ 761,678	\$ 149.35 per home
				\$ 195	2014 per home
				\$ 155	2015 Johns Disposal -20.50% per home
				\$ 153	2016 Johns Disposal -1.30% per home
				\$ 144	2017 Johns Disposal -5.90% per home
				\$ 135	2018 Johns Disposal -6.25% per home
				\$ 139	2019 Johns Disposal 2.96% per home
				\$ 150	2020 Johns Disposal 7.91% per home
					Johns Disposal

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

**DATE:** September 16, 2019

**DEPARTMENT:** PW - Engineering

**PROVIDED BY:** Jeffrey L. Weigel, PE Public Works Director & City Engineer

***SUBJECT:***

Discussion and Possible Action to Conditionally Approve the Swan View Farms Subdivision Early Grading Agreement and Letter of Credit (or Cash Escrow) [Weigel]

***BACKGROUND:***

The residential subdivision development process in the City involves site plan reviews prior to the execution of the development agreement with attendant letter of credit, after which construction may begin. The Swan View Farms subdivision consists of about 80 new single family lots on the rolling terrain of land between Swan Road and the Broken Hill subdivision--see attached preliminary plat which was approved in October 2018. Since then City staff has been working on the reviews of this complex site and are about 80% complete--we would expect the final set approval to occur this fall.

The developer has requested the City to allow limited work to begin, limited to the overall site grading and installation of erosion control devices (siltation ponds, diversion swales, and stabilization). On occasion the City has considered and approved limited early grading on similar developments. Should the Council approve the limited early grading agreement, that grading work could begin this fall, with the utility work (sewer/water) and road work following in winter and/spring under the future development agreement and lots could be available for home building next summer.

As this is an ongoing review process with winter fast approaching, we are asking for a conditional approval of the limited early grading agreement, with the two conditions: 1) approval of the final form of the agreement by the City Attorney and City Engineer; and 2) approval of the amount of the letter of credit (or cash escrow) by the City Engineer and approval of the form of the letter of credit (or cash escrow) by the City Attorney.

***FINANCIAL IMPACT:***

Approval of the requested action helps to facilitate the development of the 80+ parcels with the ultimate increase in the City tax base. All City costs (Attorney, Engineering, and consulting engineering) are recovered through developer billing and financially secured by the letter of credit or cash escrow. Rejection of the proposal would simply delay the development and attendant home construction until 2021, most likely.

***RECOMMENDED MOTION:***

We recommend approval of the Swan View Farms early grading agreement and letter of credit/cash escrow contingent on 1) approval of the final form of the early grading agreement by the City Attorney and the City Engineer; and 2) approval of the amount of the letter of credit/cash escrow by the City Engineer and the approval of the final form of the letter of credit/cash escrow by the City Attorney.

**ATTACHMENTS:**

Description

Swan View Farms Preliminary Plat

Draft Early Grading Agreement



Zoning District Summary

SINGLE-FAMILY  
RESIDENTIAL DISTRICT Rs-4  
LOT AREA = 20,000 s.f. min.  
LOT WIDTH = 110 feet (at setback)

SETBACK  
Street = (minimum) 40 feet  
Side = 20 feet  
Rear = 35 feet  
Wetland = 25 feet

PRELIMINARY PLAT  
OF  
SWAN VIEW FARMS

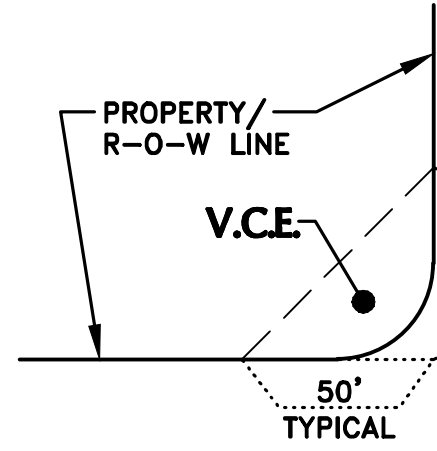
BEING A SUBDIVISION OF A PART OF THE SOUTHWEST 1/4 AND ALL OF THE NORTHWEST 1/4 AND SOUTHEAST 1/4 OF THE  
SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 7 NORTH, RANGE 19 EAST, IN THE CITY OF PEWAUKEE, WAUKESHA COUNTY, WISCONSIN.

LEGEND

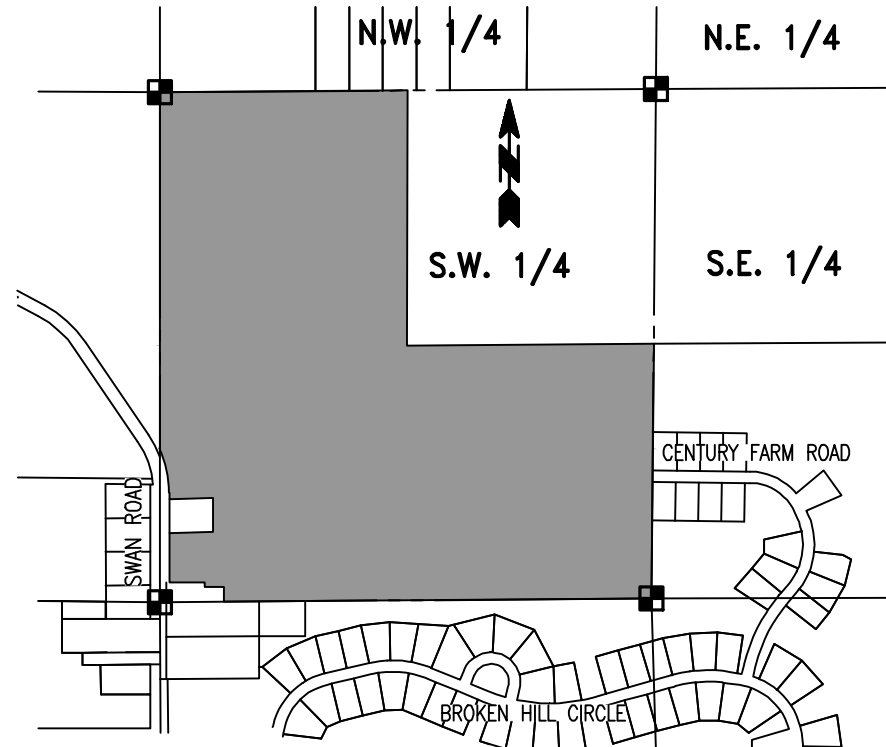
	INDICATES SOIL BORING LOCATION
	INDICATES EXISTING WATERMAIN
	INDICATES PROPOSED WATERMAIN
	INDICATES EXISTING SANITARY SEWER
	INDICATES PROPOSED SANITARY SEWER
	INDICATES EXISTING STORM SEWER
	INDICATES PROPOSED STORM SEWER
	INDICATES EXISTING CONTOUR

VISION CORNER EASEMENT: (V.C.E.)

Lots 1, 3, 8, 9, 14, 20, 25, 55, 56, 59, 60, 66, 67, and Outlots 2 and 3 are herein subject to a Vision Corner Easement as shown on this plat. Vision corner easements to be granted to the Village of Summit: No structure of any kind shall be permitted within a vision corner which exceeds 2 feet above the intersection except for necessary highway and traffic signs, public utility lines and open fences, through which there is clear vision, nor shall any plant material be permitted which obscures safe vision of the approaches to the intersection.



VISION CORNER  
EASEMENT DETAIL



LOCALITY MAP:  
SW 1/4, SEC. 2, T. 7 N., R. 19 E.  
SCALE: 1"=1000'

BASEMENT RESTRICTION FOR GROUNDWATER NOTE:

Although all Lots in the Subdivision have been reviewed and approved for development with single and multi-family residential use in accordance with Section 236 Wisconsin Statutes, some Lots contain soil conditions that, due to the possible presence of groundwater near the surface, may require additional soil engineering and foundation design with regard to basement construction. It is recommended that a licensed professional engineer design a basement and foundation that will be suitable to withstand the various problems associated with saturated soil conditions on basement walls or floors or that other special measures be taken. Soil conditions should be subject to each owner's special investigation prior to construction and no specific representation is made herein.

BASEMENT RESTRICTION FOR BEDROCK NOTE:

Although all Lots in the Subdivision have been reviewed and approved for development with single and multi-family residential use in accordance with Section 236 Wisconsin Statutes, some Lots contain soil conditions that, due to the possible presence of bedrock near the ground surface, may require additional soil engineering and foundation design with regard to basement construction. It is recommended that a licensed professional engineer be consulted regarding the construction of basements in these areas where bedrock may be present near the ground surface. Soil conditions should be subject to each owner's special investigation prior to construction and no specific representation is made herein.

VISION CORNER EASEMENT: (V.C.E.)

Lots 1, 3, 8, 9, 14, 20, 25, 55, 56, 59, 60, 66, 67 and Outlots 2 & 3 are subject to a Vision Corner Easement as shown on this Plat in that the height of all plantings, berms, fences, signs or other structures within the Vision Corner Easement is limited to 24 inches above the elevation of the center of the intersection. No access to any roadway shall be permitted within the Vision Corner Easement.

WETLAND / P.E.C. DELINEATION NOTE:

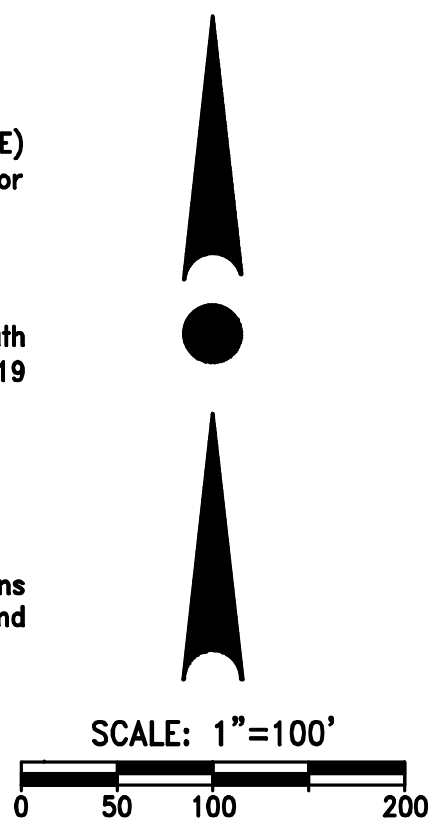
Wetland boundaries shown herein were field delineated by Onelda Total Integrated Enterprises (OTIE) (Scott M. Horzen) on April 20, 2016 and provided in digital format. Primary Environmental Corridor (P.E.C.) boundaries shown herein were taken from SEWRPC records.

HORIZONTAL DATUM PLANE:

All bearings are referenced to Grid North of the Wisconsin State Plane Coordinate System, South Zone (NAD-27), in which the South line of the S.W. 1/4 of Section 2, Town 7 North, Range 19 East, bears North 89°35'52" East.

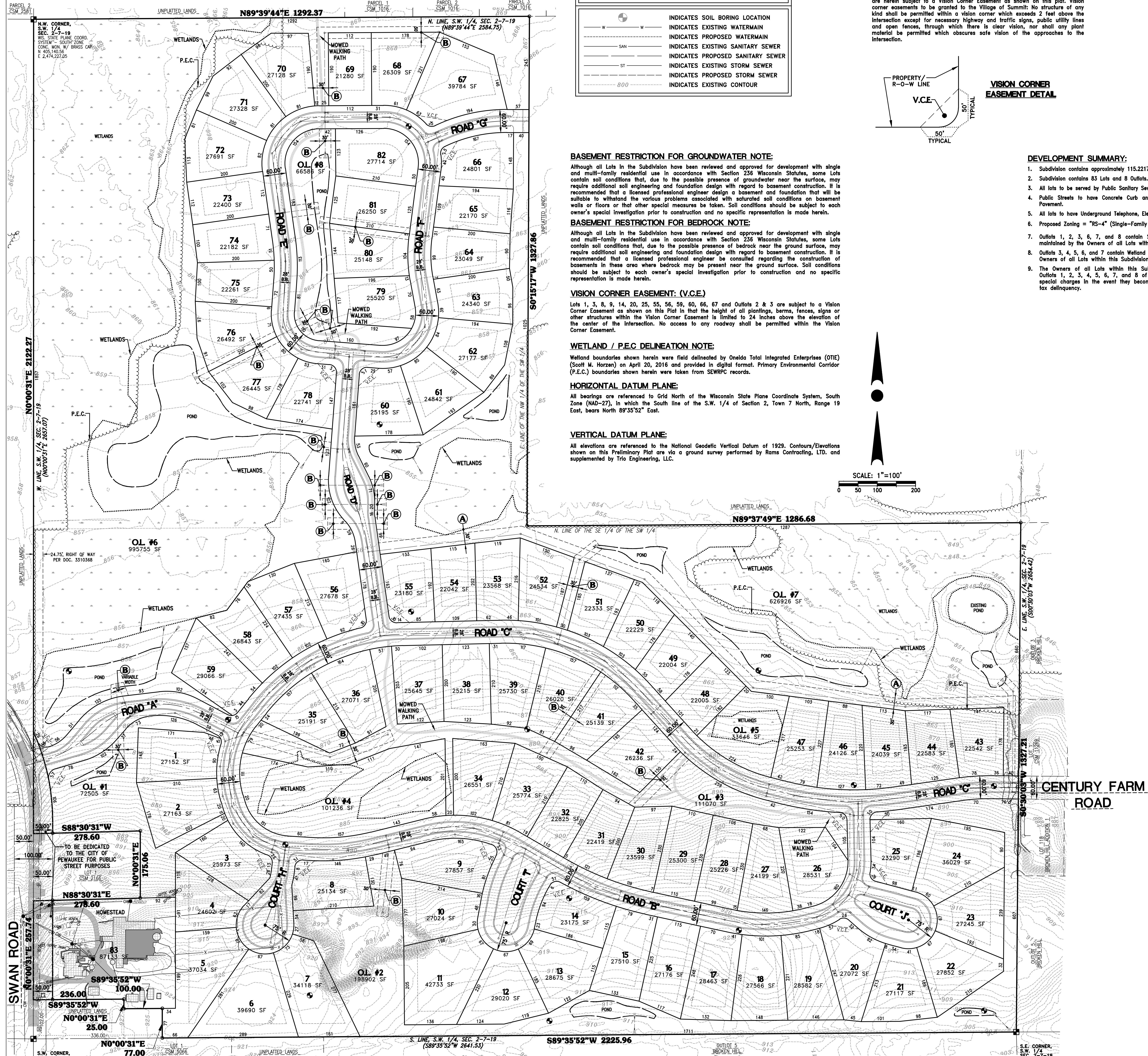
VERTICAL DATUM PLANE:

All elevations are referenced to the National Geodetic Vertical Datum of 1929. Contours/Elevations shown on this Preliminary Plat are via a ground survey performed by Rams Contracting, LTD. and supplemented by Trio Engineering, LLC.



EASEMENT LEGEND:

- (A) 30' WIDE PUBLIC SANITARY SEWER EASEMENT
- (B) 30' WIDE PUBLIC STORM SEWER AND DRAINAGE EASEMENT



JOB NUMBER:	DESCRIPTION:	REVISIONS:
16-024-789-01	PRELIMINARY PLAT	
SHEET:		
1 OF 1		

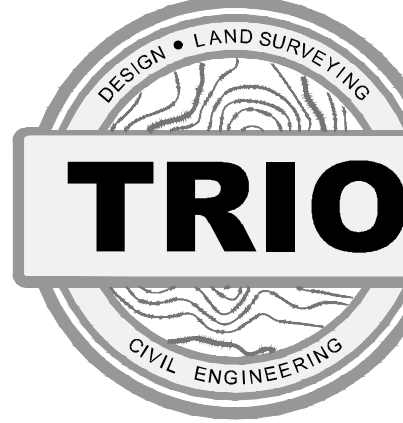
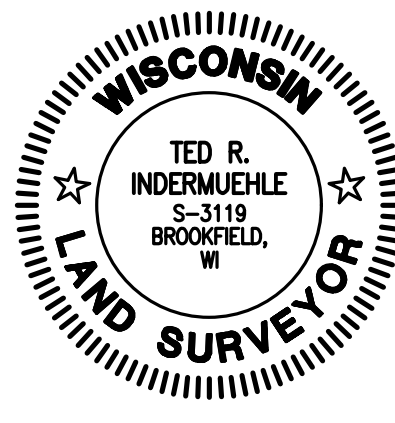
PROJECT:  
**SWAN VIEW FARMS**  
SINGLE FAMILY RESIDENTIAL SUBDIVISION  
VILLAGE OF PEWAUKEE, WISCONSIN  
BY: BWC INVESTMENTS, LLC.  
N8W22520 JOHNSON DR.  
WAUKESHA, WI 53186

DEVELOPER:  
BWC INVESTMENTS, LLC.  
N8W22520 JOHNSON DR.  
WAUKESHA, WI 53186  
PHONE: (262) 790-1480  
FAX: (262) 790-1481  
ENGINEER / SURVEYOR:  
TRIO ENGINEERING, LLC  
12660 W. NORTH AVE., BLDG. D  
BROOKFIELD, WISCONSIN 53005  
PHONE: (262) 790-1480  
FAX: (262) 790-1481

AGENCIES HAVING THE AUTHORITY TO OBJECT:  
- State of Wisconsin, Department of Administration  
- Waukesha County, Department of Parks and Land Use  
APPROVING AUTHORITY:  
- Village of Pewaukee

SURVEYOR'S CERTIFICATE:  
I hereby certify that this Preliminary Plat is a correct representative of all existing land divisions and features and that I have fully complied with the provisions of the Subdivision and Platting Code of the Village of Pewaukee.  
Date: 8-17-18

Ted R. Indermuehle, P.L.S.  
Professional Land Surveyor S-3119



12660 W. NORTH AVE., BLDG. D  
BROOKFIELD, WI 53005  
PHONE: (262) 790-1480  
FAX: (262) 790-1481  
EMAIL: tidermuehle@trioeng.com

ALL OTHERS ARE SUBJECT TO THE SURVEYING DEPARTMENT'S REVIEW



**GRADING AGREEMENT BETWEEN  
BWC INVESTMENTS LLC  
AND  
THE CITY OF PEWAUKEE**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between BWC INVESTMENTS LLC, the "Developer" and the CITY OF PEWAUKEE, a Wisconsin municipal corporation of the State of Wisconsin, the "City".

WITNESSETH:

WHEREAS, the Developer proposes to develop certain lands in the City of Pewaukee, Waukesha County, Wisconsin, the "Swan View Farms Subdivision" being described on Exhibit "A" attached and incorporated herein by this reference (the "Property"); and

WHEREAS, the City has received the proposed Master Grading Plan and Storm Water Management Plan for the development of the Property; and

WHEREAS, the City has reviewed the Master Grading Plan and Storm Water Management Plan and has or the Subdivision; and has issued its plan review dated \_\_\_\_\_, a copy of which is attached and incorporated by reference herein as Exhibit "B", and

WHEREAS, Developer has indicated its willingness and ability to implement the requirements stated in the City's plan review in an amended Master Grading Plan and Storm Water Management Plan; and

WHEREAS, the Developer has requested the City to authorize and permit Developer to conduct certain grading and construction activities upon the Property at this time before review and approval of the amended Master Grading Plan and Storm Water Management Plan, said grading and construction being described on Exhibit "C" attached and incorporated herein by this reference (the "Initial Grading"); and

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

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

THE CITY AND DEVELOPER AGREE:

1. To permit the Developer to perform the Initial Grading and Construction work on the Property upon the terms set forth below.

THE DEVELOPER AGREES:

1. All Grading and Construction work shall be done at the Developer's risk.
2. All Grading and Construction work shall comply with site grading, drainage and soil erosion plan and related specifications as approved by the City Engineer, the City Building Inspector and the Developer.
3. The City shall be reimbursed by the Developer for all costs incurred by the City in relation to the Grading and Construction work. These costs shall include, but not be limited to, plan review, inspection and related overhead costs. Reimbursement shall be guaranteed by the Developer.
4. If the preparation and/or final review of the Master Grading Plan and Storm Water Management Plan by the City dictate revisions to the proposed grades, either at the Developer's request or at the direction of the Engineer, the revised grading shall be performed by the Developer with no recourse to the City.
5. The Grading shall be performed with proper control of soil erosion and with minimum siltation of existing drainage facilities. Any damage to the existing drainage facilities, including siltation removal, shall immediately be repaired by the Developer. By virtue of delay in the development process, vegetative cover shall be re-established by the Developer and/or effective erosion control measures shall be installed and continually maintained by the Developer where vegetation has been removed, covered or destroyed.
6. If Developer fails to receive approval of the final Master Grading Plan and Storm Water Management Plan, or otherwise fails to complete the Grading and Construction work by \_\_\_\_\_, 20\_\_\_\_, the Developer shall restore the Property to its condition prior the Initial Grading and Construction work.
7. Before commencement of the Initial Grading work, Developer shall provide the City with cash or a letter of credit (the "Security") from a financial institution, in form and substance reasonably acceptable to the City, to assure compliance with the above-mentioned conditions, including but not limited to the establishment of positive soil erosion control measures, performance shall be guaranteed with a deposit by the Developer with the City in the amount of \$\_\_\_\_\_. If Developer does not comply with this agreement, the City may stabilize the site, return the site to its pre-construction condition, or to take other action

to correct the Developer's violations by using the Security for such purposes. Upon approval of the Master Grading Plan and Storm Water Management Plan, the remaining balance of the Security shall be returned to the Developer.

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

IN WITNESS WHEREOF, the parties have executed this instrument under their several seals the day and year first above written, the name and corporate seal of each corporate body being affixed and the instrument duly signed by its duly authorized representative.

BWC INVESTMENTS LLC

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

CITY OF PEWAUKEE

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

Countersigned:

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

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

**DATE:** September 16, 2019

**DEPARTMENT:** Clerk/Treasurer

**PROVIDED BY:**

***SUBJECT:***

Discussion and Possible Action to Approve the Strategic Plan [Klein]

***BACKGROUND:***

Please see the attached draft of the 2019-2024 Strategic Plan along with a list of challenges and opportunities created by the leadership staff which lead to the final list of strategic goals in the plan. Further explanation will be provided at the meeting.

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

**ATTACHMENTS:**

Description

Draft Strategic Plan

Challenges and Opportunities

# **CITY OF PEWAUKEE**

## **Strategic Plan 2019 (2019-2024)**

### **PURPOSE STATEMENT**

**It is our purpose to sustain a safe, fiscally sound, and thriving community for City of Pewaukee residents, businesses, property owners, and visitors.**



## CORE VALUES

*These are the principles that guide our underlying organizational operations.*

- ***Transparent, Open, and Honest Government:*** We maintain a reputation for openness, honesty and integrity.
- ***Accountability:*** We take personal responsibility for our actions and hold each other to the same high standard.
- ***Collaboration:*** We seek partnerships to maximize resources and achieve common goals.
- ***Dedication to Service:*** We provide exceptional service by respectfully listening, responding to, and acting upon questions, ideas, suggestions and concerns.
- ***Diversity:*** We embrace diversity and equality. We are committed to creating an inclusive community that welcomes all.
- ***Fiscal Responsibility:*** We strive to use public resources efficiently and effectively.
- ***Innovation:*** We foster positive change through creative thinking, use of new methods, and application of technology to further enhance productivity.
- ***Environmental Conservation:*** Identify, protect, enhance, and preserve the natural resource base and environmental amenities of the City.

City of Pewaukee  
**STRATEGIC PLAN (2019-2024)**

**6 Year Strategic Priorities**

- Audit and review the implemented staff development program.
- Fully develop and implement engagement activities with the Common Council.
- Continue growth in annual budget to maintain and grow city services.
- Fully implement a City facility development plan.
- Proactively engage, inform and build relationships with City residents and businesses.
- Continue to implement the Fire Department Strategic Plan - 2019 – 2023 Update.
- Implement a retention and compensation plan to keep our employees.
- Implement a facility plan for the public utilities.
- Fully implement a financial stability plan for the water utility.
- Continue project selection and implementation of the city's pedestrian and bicycle plan.
- Implement city-wide Geographical Information Systems (GIS).
- Fully implement the Park and Open Space plan.
- Implementation of a historic preservation plan.
- Fully developed and implemented economic development strategy.



<b>6 Year Strategic Priority</b>	<b>3 Year Plan</b>	<b>1 Year Plan</b>
Audit and review the implemented staff development program.	Implement a training and development program.	Develop the training and development plan.
		Fully develop and implement engagement activities with the Common Council.
Continue growth in annual budget to maintain and grow city services.	Growth in annual budget by certain percentage to maintain and grow City services.	Identify additional revenue sources for inclusion in the annual budget.
Fully implement a City facility development plan.	Phase 1-3 completed.	Full developed and approved facility development plan.
Proactively engage, inform and build relationships with City residents and businesses.	Community engagement plan implemented.	Draft of community engagement plan with specific methods of disseminating information.
Continue to implement the Fire Department Strategic Plan (2019-2023 Update).		
Implement a retention and compensation plan to keep our employees.	Fully implemented compensation and retention plan.	Review and revise the compensation and retention plan.
Implement a facility plan for the public utilities.	Develop a facility plan for public utilities.	Award utility study based on responses to RFP.
Fully implement a financial stability plan for the water utility.	Ensure the plan to return to financial stability is on track.	Update the Common Council on the progress of the initial implementation of the plan.
Continue project selection and implementation of the City's pedestrian and bicycle plan.	Continue project selection and implementation of the City's pedestrian and bicycle plan.	Complete year 1 of the City's pedestrian and bicycle plan.
Implement City-wide Geographical Information Systems (GIS).	Complete phase 2 of implementing GIS.	Implement phase 1 of GIS (utility systems).
Fully implement the Park and Open Space Plan.	Ensure plan is on track and projects are being completed.	Complete revision/update of the Park and Open Space Plan.
Implementation of a historic preservation plan.	Complete historic preservation plan.	Fully establish a committee to work on the plan.
Fully developed and implemented economic development strategy.	Initial implementation of economic development strategy.	Review and revise existing zoning ordinances.

The City staff will establish 90 day goals working toward accomplishing the over-arching strategic priorities and these will be revisited and reviewed regularly. At each 90 day milestone, a new set of 90 day goals will be created.

## POI SED™ Strategy Guide for: City of Pewaukee

Date: 8/28/2019

Challenges: convert to Issues in the strategic planning tool for Driving Business Solutions (DBS) and to be visible in targets, pictures, plans, and goals.

	Driving Business Solutions (DBS) Challenges	Priority (4 = high, 1 low)
5.2	Being competitive in pay to keep and attract our number one resource - staff	51
3.8	Losing valuable resources by supporting projects until it is time to implement the project or residents object to the cost allocated to them	49
4.3	Maintaining and retaining high quality staffing (pay, training, more..) (3)	49
7.2	Outdated city hall and other facilities that need to be updated and improved – needs to be prioritized – need to explore appropriate staffing for City Hall	49
3.6	Proactive decision making based upon strategic plan – need quicker and more decisive decisions with transparency (2)	48
3.7	Prioritization of City development projects over City projects leading to potential deferral of the City projects – need a way to better prioritize all	48
9.1	Growth is exceeding capacity to serve properly resulting in not being able to keep up with maintaining current facilities, sites, resources, etc.	47
7.3	Lack of infrastructure in certain areas (public sewer and water) and cost of improvements	46
8.3	Implement GIS to portable field operations	46
7.4	Need to loop strategic water mains	45

## POI SED™ Strategy Guide for: City of Pewaukee

Date: 8/28/2019

Challenges: convert to Issues in the strategic planning tool for Driving Business Solutions (DBS) and to be visible in targets, pictures, plans, and goals.

	<b>Driving Business Solutions (DBS) Challenges</b>	Priority (4 = high, 1 low)
3.4	Inconsistent follow through on set priorities – too much focus on symptoms and not the core issues	44
3.9	Setting and following consistent ethical standards	44
3.10	Implement true accountability for all	44
4.4	Creating and maintaining strong, safe workplace culture (2)	44
6.2	IT Security: data protection, threat protection, bring your own device (BYOD), etc.	44
2.2	Improving communication between all departments and constituents (2)	43
6.3	Stay current on the appropriate latest technology and using that technology to meet the needs of the City, while still adding appropriate new technology	43
2.3	Overcome the perception of “easy government job,” and help constituency to see the complexities and even dangers of these positions	42
5.6	Lack of proper/adequate financial support from Council to carry out objectives	42
2.4	Lack of trust (2)	41
3.12	Special assessment terms – make consistent	41
4.7	Combining departments to save on costs – leads to overworked and stretched people	41
5.3	Continuing to provide/maintain excellent services to our residents at a palatable/strong tax levy	41
11.1	Disaster Recovery plans/policies	40

## POI SED™ Strategy Guide for: City of Pewaukee

Date: 8/28/2019

Challenges: convert to Issues in the strategic planning tool for Driving Business Solutions (DBS) and to be visible in targets, pictures, plans, and goals.

	<b>Driving Business Solutions (DBS) Challenges</b>	Priority (4 = high, 1 low)
4.5	Public safety staffing and funding	39
4.6	Lack of pay for extra hours worked	39
8.2	Improve the utility's equipment replacement planning	39
4.2	Lack of prioritization for advanced training	38
7.1	Lack of quality, useable space for all programming, i.e. indoor P & R, (3)	38
9.2	Resident concerns and objections (acceptance of certain planning principles – increased densities (units/lot sizes/building height), connectivity, mixed use)	38
3.1	Staying true to strategic plans even when Council may make decisions to the contrary	37
4.1	Too many shared department staff	37
5.8	More finances to sewer repairs as found by televising	37
12.1	Proactive forward approach - i.e. Stay Safe Hotels - human trafficking; offer CPR classes to all staff; Reduce drug abuse - Narcan Administration Training to staff members	37
3.3	Lack of support from Council for plans developed	36
3.5	Adjust our policies, practices and overall planning to recognize the changing demographics and generational expectations	36
5.9	Not proactive in fund development (budgeting - what do we need 5 years from now)	36
10.3	No Community center	36
3.11	Need input from all appropriate parties for City's municipal code	35

## PO SED™ Strategy Guide for: City of Pewaukee

Date: 8/28/2019

Challenges: convert to Issues in the strategic planning tool for Driving Business Solutions (DBS) and to be visible in targets, pictures, plans, and goals.

	<b>Driving Business Solutions (DBS) Challenges</b>	Priority (4 = high, 1 low)
2.1	Overcoming silos between departments	34
3.2	State laws/changes (Less Home Rule)	34
5.1	Financial resources to pay our seasonal staff a rate comparable to local businesses	34
8.1	Perceived low concern for safety & replacement of our maintenance equipment, parks equipment and playground structures	33
4.9	Inadequate employee review process	32
10.4	No city sponsored senior programs – all by the county	31
5.7	Holding taxes down as new development/growth declines	28
10.2	Zoning and code issues	28
6.1	Using an older model of registration website	26
4.8	Revised and improved onboarding process for employees	25
5.10	Simplify accounting practices – i.e. utilizing other department members, less account numbers	25
10.1	Site constraints, such as protected natural resource features	25
5.4	Lack of available land for increasing tax base	23
5.5	Lack of development incentives	20
1.1	Promotional items in front of customers	18
1.2	Lack of marketing and promotion	17

## POI SED™ Strategy Guide for: City of Pewaukee

Date: 8/28/2019

Opportunities: convert to long-range targets: 10-year, 3-year picture, 1-year plan, and quarterly goals.

	Driving Business Solutions (DBS) Opportunities	Priority (4 = high, 1 low)
5.3	Being competitive in pay to keep and attract our number one resource staff	52
4.5	Revise pay and review policies to more adequately equal position responsibilities (2)	50
3.4	Educate further Council on importance of infrastructure and real costs involved	49
7.4	Well 5 radium treatment system	49
7.5	Develop plan based upon input from those using space	49
8.2	Implement Graphic Information Systems (GIS) to portable field operations	49
2.2	Improving communication between all departments and constituents	48
3.2	United mission with clear objectives and new input for a complete strategic plan with follow through	48
7.6	Correct code violations and provide quality spaces for all	48
3.3	Involve Council members more – buy-in for strategic plan - and have them visit sites, events, and more (2)	47
5.6	Use strong current financial status to leverage the future	47
5.8	More finances to sewer repairs as found by televising (visual inspection)	46
6.2	An on-going item, need to stay on top of the latest security issues, ensuring that the City's current safety devices are secure, updated and working	46
5.5	Specific short-term and long-term fiscal planning for all areas	45
5.7	Properly fund IT needs	45

## PO SED™ Strategy Guide for: City of Pewaukee

Date: 8/28/2019

Opportunities: convert to long-range targets: 10-year, 3-year picture, 1-year plan, and quarterly goals.

	<b>Driving Business Solutions (DBS) Opportunities</b>	Priority (4 = high, 1 low)
###	Put plans/policies in place on what steps to do in the event of a major disaster regarding the City's IT infrastructure	44
7.3	Loop strategic water mains	43
2.1	Overcoming silos between departments	42
4.2	Employee recognition and incentives realized and increased	42
8.1	Improve the utility's equipment replacement planning	42
9.6	Zoning and future land use/planning	41
4.4	Increase engagement of entire workforce for work and community through - Strengths - Alignment with mission, vision, values - Proper recognition and compensation	39
5.2	Continuing to provide excellent services to our residents at a palatable tax levy	39
1.3	Celebrate and communicate accomplishments across all areas to all vested parties	38
4.6	Higher raises and incentives for returning (increasing return) of seasonal workers	38
3.1	Working across departments intentionally with strengths to be a better team	37
4.3	Use our strengths and contract with others as needed (outside strengths)	36
6.1	Improving our website and registration process	34
9.1	Our population is growing, and the growth is in young families and new homes. This allows for additional tax revenue the potential for new support in municipal services.	33

## PO SED™ Strategy Guide for: City of Pewaukee

Date: 8/28/2019

Opportunities: convert to long-range targets: 10-year, 3-year picture, 1-year plan, and quarterly goals.

	Driving Business Solutions (DBS) Opportunities	Priority (4 = high, 1 low)
9.2	Pewaukee is a safe and pleasant community with strong schools which means that it can be a big draw for new businesses and quality employees. Its proximity to Milwaukee and I-94 makes it easy to travel to	33
1.2	Social media outlets are available and affordable. They can be used more often for communication with our tax base. (2)	32
7.2	Redevelopment of existing/older areas of the City	32
5.1	Increasing financial resources through a proactive approach to the budgeting process	31
9.4	Developable land	30
###	Partnerships and incentives through other entities (e.g. Waukesha County Business Alliance/Center for Growth, WEDC, grants)	30
4.1	Crosstraining staff and intentionally recognizing and using strengths across departments (2)	29
6.3	Schedule regular time to review IT trends (websites, emails, IT news, etc.)	26
9.3	There is access to numerous outdoor wellness pursuits which leads to a healthier community and fewer health care expenses	26
9.5	Demand for Pewaukee (and current market conditions)	26
###	Pewaukee has a lot of Civic associations that could be utilized as stronger partnerships by meeting and creating common goals and pooling resources	26
7.1	Create partnerships with schools and local business for space	24
5.4	Tax incremental financing (TIF) and other financial and nonfinancial resources to attract development	23



## PO SED™ Strategy Guide for: City of Pewaukee

Date: 8/28/2019

Opportunities: convert to long-range targets: 10-year, 3-year picture, 1-year plan, and quarterly goals.

	<b>Driving Business Solutions (DBS) Opportunities</b>	Priority (4 = high, 1 low)
1.1	Dedicating specific time to marketing	19

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

**DATE:** September 16, 2019

**DEPARTMENT:** Clerk/Treasurer

**PROVIDED BY:**

***SUBJECT:***

Discussion and Possible Action to Approve **Resolution 19-09-19** Un-Committing and Committing Funds for Park Equipment [Tarczewski]

***BACKGROUND:***

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

**ATTACHMENTS:**

Description

Resolution 19-09-19

**RESOLUTION NO. 19-09-19**

**A RESOLUTION AUTHORIZING  
COMMITTING AND UNCOMMITTING OF PARK EQUIPMENT FUNDS**

**WHEREAS**, the Common Council is committed to setting aside funds yearly to properly plan so the replacement of items would not have a financial impact on the annual budget;

**WHEREAS**, the 2018 and 2019 budgets contained a commitment of \$2,300 each year for a total of \$4,600 for the purchase of #152 2017 zero turn mower and;

**WHEREAS**, it has been determined the equipment is not needed and will not be purchased.

**WHEREAS**, it has been determined the committed amount for #151 Wing Mower is insufficient for the 2020 future purchase; and

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Pewaukee Common Council hereby un-commits \$4,600 from the #152 zero turn mower and commits \$3,220, the net amount after the Village of Pewaukee's share, towards the future purchase of #151 Wing mower to the Capital Equipment Fund with \$1,380 to remain in the Capital Equipment fund balance.

**PASSED and ADOPTED** this 16<sup>th</sup> day of September, 2019.

CITY OF PEWAUKEE

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

ATTEST:

\_\_\_\_\_  
Kelly Tarczewski, Clerk/Treasurer

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

**DATE:** September 16, 2019

**DEPARTMENT:** Clerk/Treasurer

**PROVIDED BY:**

***SUBJECT:***

Discussion and Possible Action Regarding **Resolution 19-09-20** to Un-Commit IT Capital Funds [Tarczewski]

***BACKGROUND:***

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

**ATTACHMENTS:**

Description

Resolution 19-09-20

STATE OF WISCONSIN

CITY OF PEWAUKEE

WAUKESHA COUNTY

**RESOLUTION NO. 19-09-20**

**A RESOLUTION AUTHORIZING  
UNCOMMITTING OF IT EQUIPMENT FUNDS**

**WHEREAS**, the Common Council is committed to setting aside funds yearly to properly plan so the replacement of items would not have a financial impact on the annual budget; and

**WHEREAS**, \$5,000 was committed in 2016 for ERP/Payroll and \$6,500 was committed in 2019 for Office 2013 software and;

**WHEREAS**, it has been determined the equipment is not needed and will not be purchased.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Pewaukee Common Council hereby un-commits \$11,500 from the Capital Equipment Fund with the funds remaining in the Capital Equipment fund balance.

**PASSED** and **ADOPTED** this 16<sup>th</sup> day of September, 2019.

CITY OF PEWAUKEE

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

ATTEST:

\_\_\_\_\_  
Kelly Tarczewski, Clerk/Treasurer

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

**DATE:** September 16, 2019

**DEPARTMENT:** Clerk/Treasurer

**PROVIDED BY:**

***SUBJECT:***

Discussion and Possible Action Regarding **Resolution 19-09-21** to Un-Commit and Recommit Fire Equipment Funds  
[Tarczewski]

***BACKGROUND:***

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

**ATTACHMENTS:**

Description

Resolution 19-09-21

**RESOLUTION NO. 19-09-21**

**A RESOLUTION AUTHORIZING  
UNCOMMITTING OF  
FIRE EQUIPMENT FUNDS**

**WHEREAS**, the Common Council is committed to setting aside funds yearly to properly plan so the replacement of items would not have a financial impact on the annual budget;

**WHEREAS**, in 2018 an ambulance gurney was budgeted for purchase for \$100,000 and purchased for \$81,142 leaving \$18,858 committed balance and;

**WHEREAS**, it has been determined the remaining balance is not needed and will not be purchased.

**WHEREAS**, in 2019 \$15,197 was spent on station alerting equipment that was not in the 2019 budget.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Pewaukee Common Council hereby un-commits \$18,858 and allocates \$15,197 towards station alerting equipment, leaving a balance of \$3,661 to remain in the Capital Equipment fund balance.

**PASSED and ADOPTED** this 16<sup>th</sup> day of September, 2019.

CITY OF PEWAUKEE

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

ATTEST:

\_\_\_\_\_  
Kelly Tarczewski, Clerk/Treasurer

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

**DATE:** September 16, 2019

**DEPARTMENT:** Clerk/Treasurer

**PROVIDED BY:**

***SUBJECT:***

Discussion and Possible Action Regarding **Resolution 19-09-22** to Commit Unassigned Funds [Tarczewski]

***BACKGROUND:***

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

**ATTACHMENTS:**

Description

Resolution 19-09-22



**RESOLUTION NO. 19-09-22**

**A RESOLUTION TO COMMIT UNASSIGNED FUNDS  
FOR THE PURCHASE OF EQUIPMENT**

**WHEREAS**, the Common Council of the City of Pewaukee adopted the 2019 Budget at their meeting held November 5, 2018; and,

**WHEREAS**, the Common Council is committed to setting aside funds yearly to properly plan so the replacement of items would not have a financial impact on the annual budget. The funding for 2019 that is to be committed from the Capital Equipment Fund is \$88,216 for Park equipment, \$802,815 for Fire, \$350,403 for Highway, \$60,361 for IT, and \$3,500 for Engineering; and,

**WHEREAS**, the Common Council also approved committing \$123,583 from the Storm Water Fund for equipment; and

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Pewaukee Common Council hereby commits a total of \$1,305,295 from the Capital Equipment Fund and \$123,583 from the Storm Water Fund for the purchase of equipment as detailed in Exhibit A.

**PASSED** and **ADOPTED** this 16<sup>th</sup> day of September, 2019.

CITY OF PEWAUKEE

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

ATTEST:

\_\_\_\_\_  
Kelly Tarczewski, Clerk/Treasurer

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

**DATE:** September 16, 2019

**DEPARTMENT:** Clerk/Treasurer

**PROVIDED BY:**

***SUBJECT:***

Discussion and Possible Action Regarding **Resolution 19-09-23** Committing to Required Funding for the Pewaukee Public Library and Requesting Exemption from the 2019 Waukesha County Library Tax Levy for 2020 Purposes [Tarczewski]

***BACKGROUND:***

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

**ATTACHMENTS:**

Description

19-09-23 Library Exemption

**RESOLUTION NO. 19-09-23****A RESOLUTION COMMITTING TO REQUIRED FUNDING FOR THE PEWAUKEE  
PUBLIC LIBRARY AND REQUESTING EXEMPTION FROM THE 2019  
WAUKESHA COUNTY LIBRARY TAX LEVY FOR 2020 PURPOSES**

**WHEREAS**, the Common Council of the City of Pewaukee recognizes that pursuant to §43.64, Wis. Stats. and Section 761m.43.64 (2)(c), in order for the City of Pewaukee to obtain an exemption from the Waukesha County library levy for the year 2019 for 2020 purposes, the Common Council must certify that it will expend no less than the average of the funding levels of the previous three years; and

**WHEREAS**, the City of Pewaukee funded the Pewaukee Public Library \$744,143 in 2017, \$787,045 in 2018 and \$812,214 in 2019 with the average of the three years being \$781,134; and

**WHEREAS**, the Common Council further recognizes that pursuant to state law, listed funding for the Pewaukee Public Library must come only from municipal sources and must exclude fines, fees and other revenues as well as capital expenditures.

**THEREFORE, BE IT HEREBY RESOLVED** by the City of Pewaukee Common Council that it pledges to appropriate and allow the Pewaukee Public Library to expend no less than \$781,134, thereby exempting the City of Pewaukee from the 2019 county library levy for 2020 purposes.

Dated this 16<sup>th</sup> day of September 2019.

CITY OF PEWAUKEE

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

ATTEST:

\_\_\_\_\_  
Kelly Tarczewski, Clerk/Treasurer

**CITY OF PEWAUKEE  
COMMON COUNCIL AGENDA ITEM 16.**

**DATE:** September 16, 2019

**DEPARTMENT:** Clerk/Treasurer

**PROVIDED BY:**

***SUBJECT:***

Discussion and Possible Action Regarding the Proclamation for National Rail Safety Week [Mayor Bierce]

***BACKGROUND:***

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

**ATTACHMENTS:**

Description

Proclamation Request

Proclamation



[www.cn.ca](http://www.cn.ca)

**Corporate Services**

**Stephen Covey**  
Chief of Police  
and Chief Security Officer

935 de La Gauchetière Street West  
15<sup>th</sup> Floor  
Montreal, Quebec H3B 2M9  
Canada

**Services corporatifs**

**Chef de la Police  
et de la sécurité**

935 rue de La Gauchetière Ouest  
15<sup>e</sup> étage  
Montréal (Québec) H3B 2M9  
Canada

July 22, 2019

Office of the Mayor  
City of Pewaukee  
W240 N3065 Pewaukee Road  
Pewaukee WI 53072

RECEIVED  
AUG 05 2019

CITY OF PEWAUKEE  
CLERK'S OFFICE

Dear Sir / Madam:

2019 is a very special year for CN as it marks our 100th anniversary. Since June 6, 1919, safety has been a core value at CN.

On our journey to become the safest railroad in North America, we continue to reinforce a strong safety culture among our 25,000 employees. We collaborate with communities and local authorities to help prevent accidents and injuries at rail crossings, and ensure everyone's safety on and around railroad infrastructure.

This year, **Rail Safety Week** will be held in the United States from **September 22-28**. In partnership with *Operation Lifesaver*, CN Police Service officers and other CN employees will be in communities leading hundreds of safety initiatives throughout the week. As proud partners, our commitment is to keep communities safe by raising rail safety awareness year-round.

**Safety is a shared responsibility**

Rail safety is everyone's responsibility and, by looking out for each other and working together, we can help keep our communities safe and prevent fatalities and injuries on or near railway property.

Your council can be a powerful ally in this effort to save lives by adopting the attached draft proclamation. Please send a copy of your proclamation by e-mail to [sandra.orsini@cn.ca](mailto:sandra.orsini@cn.ca) or by mail to the following contact and let us know about your plans to promote rail safety in your community.

Larry Lloyd  
Manager, Government Affairs, US  
Second Floor - 17641 South Ashland Ave  
Homewood, IL, 60430, US

For additional information about Rail Safety Week 2019, please consult [www.cn.ca/railsafety](http://www.cn.ca/railsafety) or [www.operationlifesaver.ca](http://www.operationlifesaver.ca).

Yours sincerely,

Stephen Covey

Encl.



# PROCLAMATION

## National Rail Safety Week

**Whereas,** 2,214 rail grade crossing collisions resulted in 819 personal injuries and were responsible for 270 fatalities in the United states during 2018; and

**Whereas,** 1,050 trespassing incidents have occurred in the United States resulting in 571 pedestrians being killed and another 479 injured while trespassing on railroad property rights of way during 2018; and

**Whereas,** educating and informing the public about rail safety, reminding the public that railroad right of ways are private property, enhancing public awareness of the dangers associated with highway rail grade crossings, ensuring pedestrians and motorists are looking and listening while near railways, and obeying established traffic laws will reduce the number of fatalities and injuries; and

**Whereas,** the International Association of Chiefs of Police, National Operation Lifesaver, United States Department of Transportation, and all local, state, county, and railroad law enforcement officers, first responders, and railroad corporations commit to partnering together in an effort to educate at a national level all aspects of railroad safety, to enforce applicable laws in support of National Rail Safety Week;

**Now Therefore,** the Mayor and the Common Council of the City of Pewaukee do hereby proclaim the week of September 22<sup>nd</sup> to 28<sup>th</sup>, 2019, National Rail Safety Week and encourage all citizens to recognize the importance of rail safety education.

**In Witness Whereof,** I have hereunto set my hand and seal on this sixteenth day of September, Two Thousand and Nineteen.

---

Steve Bierce, Mayor  
City of Pewaukee

**CITY OF PEWAUKEE  
COMMON COUNCIL AGENDA ITEM 17.**

**DATE:** September 16, 2019

**DEPARTMENT:** Clerk/Treasurer

**PROVIDED BY:**

***SUBJECT:***

Discussion Related to Establishing the 2020 Budget Workshop Dates [Tarczewski]

***BACKGROUND:***

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

**ATTACHMENTS:**

Description

2020 Budget Schedule

# \*\*\*\*\* 2020 BUDGET PLANNING SCHEDULE \*\*\*\*\*

Thursday, July 11 <sup>th</sup> , 2019	Budget Worksheets Distributed to Department Heads
<del>Friday, August 30<sup>th</sup>, 2019</del>	Budgets Due
<del>Friday, September 6<sup>th</sup>, 2019</del>	
Friday, September 13 <sup>th</sup> , 2019	
Week of September 23 <sup>rd</sup> , 2019	Mayor, Administrator, Clerk/Treasurer & City Accountant to Meet with Department Heads
Week of September 30 <sup>th</sup> , 2019	Last Minute Tweaks to the Budget & Distribute to Common Council & Finance Committee
Monday, October 7, 2019 – 7:00 p.m.	Common Council Meeting
<i><b>Monday, October 14, 2019</b></i>	 <i><b>Green Bay Packers vs Detroit Lions 7:15 p.m.</b></i>
Week of October 14 <sup>th</sup> , 2019	Meet with Finance Committee
<b>Tuesday, October 15, 2019 – 6:00 p.m.</b>	<b>Budget Workshop</b>
Monday, October 21, 2019 – 7:00 p.m.	Common Council Meeting
<b>Monday, October 28, 2019 – 6:00 p.m.</b>	<b>Budget Workshop – <u>If Needed</u></b>
Tuesday, October 29, 2019 – 3:00 p.m.	Deadline to Get Budget to Paper
Saturday, November 2, 2019	Publish Notice of Public Hearing <i>Class 1 Notice at least 15 days before the Public Hearing</i>
Monday, November 4, 2019 – 7:00 p.m.	Common Council Meeting
<i>Monday, November 4, 2019 through Friday, November 8, 2019</i>	<i>City Accountant on Vacation</i>
Monday, November 18, 2019 – 6:00 p.m.	Budget Public Hearing (Hopefully Approval of 2020 Budget)
Monday, November 25 <sup>th</sup> , 2019 – 6:00 p.m.	Special Common Council Meeting to Approve the 2020 Budget (If Needed)



**CITY OF PEWAUKEE  
COMMON COUNCIL AGENDA ITEM 18.**

**DATE:** September 16, 2019

**DEPARTMENT:** Clerk/Treasurer

**PROVIDED BY:**

***SUBJECT:***

Discussion and Possible Action to Select a Member of the Common Council to be on the Auditor Selection Committee  
[Tarczewski]

***BACKGROUND:***

Please see page #14 for the Committee make up. We need one (1) Common Council member to serve.

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

**ATTACHMENTS:**

Description

Audit RFP



# CITY OF PEWAUKEE, WISCONSIN

## Request for Proposal Professional Auditing Services

W240 N3065 Pewaukee Road  
Pewaukee, WI 53072

September 11, 2019

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## PURPOSE OF REQUEST

The City of Pewaukee, Wisconsin (City) is requesting proposals for the purpose of retaining a certified public accounting firm (Firm) to audit the City's financial records for the fiscal years ending December 31, 2019, 2020 and 2021 with the option of extending the contract to years 2022 and 2023 at the request of the City. All detailed information needs are outlined in subsequent sections of this request for proposal (RFP). The term of the contract with the successful Firm shall commence no later than December 1, 2019.

This RFP seeks professional services, and statutory bidding laws do not apply.

## TIME SCHEDULE

The City intends to use the following timetable for evaluation and selection of an auditing firm:

Week of September 9 <sup>th</sup> , 2019	Send out request for proposal
September 30 <sup>th</sup> , 2019	Deadline for submission of questions from Firms
October 7 <sup>th</sup> , 2019 – 2:00 p.m.	Deadline for receipt of proposal by the City <b><u>No submissions will be accepted after this date.</u></b>
Week of October 14 <sup>th</sup> , 2019	Committee Evaluation of Proposals
Week of October 21 <sup>st</sup> , 2019	Interview finalists (if necessary)
November 4 <sup>th</sup> , 2019	Common Council award contract with Auditing Firm

## INSTRUCTIONS TO AUDITING FIRMS

1. All submissions must be addressed and mailed or delivered to:

City of Pewaukee  
Kelly Tarczewski - Clerk/Treasurer  
W240 N3065 Pewaukee Road  
Pewaukee, WI 53072

2. All proposals must be in writing and must be in a sealed envelope and clearly marked in the lower left corner "Auditing Services Proposals". **All proposals must be received by 2:00 p.m. on Monday, October 7<sup>th</sup>, 2019. Proposals received after that date and time will be rejected.** Proposals will not be opened publicly.

3. One (1) original and seven (7) written copies of each technical proposal must be provided. In addition, one (1) original and one (1) copy of the cost proposal must be provided in a separate envelope from the technical proposal.
4. The Clerk/Treasurer Department will notify the Firm selected by Tuesday, November 5<sup>th</sup>, 2019. If interviews are required prior to selection, your firm will be notified by Friday, October 18<sup>th</sup>, 2019. Interview time is scheduled for the week of October 21<sup>st</sup>, 2019.
5. The City of Pewaukee will accept written questions from Firms as long as such questions are received prior to the close of business on Wednesday, October 2<sup>nd</sup>, 2019. Questions should be addressed to the Clerk/Treasurer at the address above, by fax to (262) 691-1798, or via email to [tarczewski@pewaukee.wi.us](mailto:tarczewski@pewaukee.wi.us). Please allow two business days to respond.
6. This request for proposal does not commit the City to award a contract, to pay any costs incurred in the preparation of a submittal to this request or to procure or contract for services or supplies.
7. No official or employee on the Evaluation Committee shall have any financial interest, whether direct or indirect, in the contract. No official or employee of the Evaluation Committee shall exercise any undue influence in the awarding of the contract.
8. Amendment of proposals may be done as follows:
  - a. **By the City:** Proposals may be amended by the City in response to the need for further clarification, specifications and/or requirement changes, new opening date, etc. Amendments will be posted to the City of Pewaukee's website at [www.cityofpewaukee.us](http://www.cityofpewaukee.us)

It is the responsibility of prospective Firms to check this website for any future amendments, questions, revisions, etc., prior to the opening date. All amendments must be acknowledged in the transmittal letter. Failure to do so may result in your response being rejected.
  - b. **By the Firm:** Proposals may only be amended after receipt by the City by submitting a later dated proposal that specifically states that it is amending an earlier proposal. No proposal may be amended after the opening dates unless requested by the City.
9. Proposals may be withdrawn only in total, and only by written request to the City prior to the time and date scheduled for the opening of proposals.
10. A submittal that includes contractual terms and conditions that do not conform to the contractual terms and conditions in this request for proposal document is subject to

rejection as nonresponsive. The City reserves the right to permit the respondent to withdraw nonconforming terms and conditions from its response or negotiate changes to the contractual requirements prior to taking a determination of responsiveness.

## **DESCRIPTION OF ENTITY AND RECORDS TO BE AUDITED**

The City of Pewaukee is located in Waukesha County, approximately 20 miles west of downtown Milwaukee, in the southeast corner of Wisconsin. Incorporated in 1999, the City of Pewaukee covers over twenty-one square miles and has an estimated population of 14,772 (per the Wisconsin Department of Administration). The City operates under the Mayor-Council form of government. The six aldermen represent three districts, serving three-year staggered terms. The Mayor is also elected to serve a three-year term and serves as the City's Chief Executive Officer. The City Administrator is appointed by the City Common Council and oversees the day to day operations. The City of Pewaukee provides a full range of services typical of municipal governments, including police (contracted with Waukesha County), fire and emergency medical protection; public works activities such as street maintenance, refuse and recycling collection (contracted), water utility, wastewater treatment services, and storm water utility; park and recreation activities; community development activities including planning, zoning enforcement, economic development and construction inspection; property assessment; and general and financial administration. As of the most recent debt issue in October 2018 the City continues to maintain an Aa1 rating from Moody's Investor's Service, Inc.

The City government includes 11 departments. The City employs 73 full time equivalent (excluding temporary) employees. The City had a payroll of approximately \$5.7 million for 2018 covering about 48 permanent employees, about 76 firefighters (paid and paid on call), seven Common Council members, numerous commission and board members, recreation instructors and poll workers.

The City participates in the Wisconsin Retirement System, a cost-sharing multi-employer public employee retirement system covering all eligible employees.

The City's 2019 adopted budget of approximately \$27.5 million included approximately \$1.9 million for capital improvements. The remaining \$25.6 million funds a wide range of municipal services. The City's Utility operations have assets of approximately \$94 million and yearly operating expenses of \$6 million. A summary of the various funds used by the City is included in Appendix A to this Request for Proposal.

The City's Annual Financial Reports, dating back to 2004, are available on the City's website [www.cityofpewaukee.us](http://www.cityofpewaukee.us).

Since 2006, the City has used Great Plains as its primary accounting software. The City currently uses the following modules: general ledger, accounts payable and accounts receivable. The City utilizes Utility Management Solutions (UMS) for utility billing and

payments, Banyon Data Systems for property tax collection, and payroll is processed using ADP. The City will be transitioning accounting functions to BS&A Software in 2020.

The City's fiscal year ends on December 31.

## **BASIS OF ACCOUNTING**

The City follows generally accepted accounting principles as applicable to governmental units in the preparation of its financial statements. The modified accrual basis of accounting is used for all governmental funds. The accrual basis is used for all proprietary funds.

Expenditure and expense transactions are generally recorded as incurred during the year. Fixed asset changes and depreciation are recorded as year-end adjustments. Revenues are generally recorded during the year on a cash basis and adjusted to accrual at year-end by City staff. The notes to the financial statements include a summary of significant accounting policies.

## **SCOPE OF AUDIT**

The audit shall cover the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Pewaukee, Wisconsin as of and for the year ending December 31, 2019, 2020 and 2021 and related notes to the financial statements, which collectively comprise the City's basic financial statements. The audit shall be conducted in accordance with auditing standards generally accepted in the United States of America, American Institute of Certified Public Accountants Industry Audit Guide, and Audits of State and Local Government Units.

The Firm will also be responsible for preparing all financial statements, schedules and associated notes, as well as the State Financial Report Form C and the Wisconsin Public Service Commission Annual Report for the City of Pewaukee Water Utility. The audit shall include an annual examination of the City's financial statements for the years ending December 31, 2019, 2020 and 2021 with an option to extend services for years ending December 31, 2022 and 2023.

The City presently does not anticipate the need for a single audit through the term of this contract. Should the City receive federal and/or state financial assistance that would require a single audit to be performed; the City will negotiate the necessary fees with the Firm based on the hourly rates for the applicable year per the Firm's cost proposal.

In addition to the above, the Firm will:

1. Prepare and publish a SAS 114 and SAS 115 letter, Communications to those charged with governance and management, which includes findings and recommendations

affecting financial statements, internal controls, accounting systems and procedures, legality of actions and any other material matters.

2. If necessary, prepare an annual single audit report and express an opinion thereon, for the years ending December 31, 2019, 2020 and 2021 as required by the Federal Office of Management and Budget Circular A-133 and the State of Wisconsin Single Audit Guidelines, with an option to extend services for years ending December 31, 2022 and 2023.
3. Audit presentation of financial statements and management letter to the City Common Council is expected to occur no later than the second meeting in June, which takes place on the third Monday of the month. A representative from the Firm shall be available to meet with elected officials at that evening's meeting to answer questions regarding the completed audit and/or management letter.
4. Provide all reports in a digital format as well as the following number of copies at least one (1) week prior to presenting the report to the Common Council:

Audit Financial Statements	Thirteen (13)
Single Audit (if necessary)	Thirteen (13)
Management Letter	Thirteen (13)

5. Will comply with the following work completion schedule deadlines for each fiscal year audited:

State Form C	No Later Than May 15 <sup>th</sup>
Final Audit Fieldwork	Early May
Draft Reports Completed	No Later Than June 1 <sup>st</sup>
Attend City Council Meeting	Third Monday in June

#### **ASSISTANCE AVAILABLE TO SELECTED FIRM**

The City's financial statements were last audited by Rotroff Jeanson & Company S.C. as of December 31, 2018. The City received an unqualified audit opinion. Audit work papers prepared by Rotroff Jeanson & Company S.C. will be made available for inspection after the selection of an audit firm has been completed. The work papers will be available for inspection at 385 Williamstowne, Suite 204, Delafield, WI 53018-2323.

The primary contact for the audit will be the City Accountant and the Accounting staff. Other staff will be available to provide information and explanations as required. Appendix B contains a copy of the organizational chart for the City.



The City will provide adequate office space, office furniture, photocopying, internet, telephone and fax service at no cost to the auditor. City telephones can be used for all local calls and long distance calls connected to the audit. City-prepared work papers and other analyses requested by the auditors are made available in electronic format (generally Microsoft Excel and Adobe Acrobat files). The audit personnel also have direct read-only access to Great Plains and UMS.

## **TERMS AND CONDITONS**

### **Insurance**

All proposals must include either a description of the Firm's insurance or a certificate of insurance outlining the Firm's insurance policies which evidence a prudent amount of coverage for the willful or negligent acts or omission of any officers, employees or agents thereof. The City's minimum requirement for errors and omissions coverage is \$2 million. The successful Firm shall agree that it will, at all times during the term of the agreement, keep inforce and effect insurance policies required by the contract, issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the City. Such insurance shall be primary. Prior to execution of the written contract, the successful Firm shall furnish the City with a Certificate of Insurance listing the City as an additional insured and upon request, certified copies of the required insurance policies. The Certificate shall reference the contract and provide for thirty (30) days advance notice of cancellation or nonrenewal during the term of the agreement.

Failure to submit an insurance certificate, as required, can make the contract voidable at the City's discretion.

### **Applicable Law**

Any lawsuits related to or arising out of disputes under this agreement shall be commenced and tried in Circuit Court of Waukesha County, Wisconsin, and the City and successful Firm shall submit to the jurisdiction of the Circuit Court for such lawsuits.

### **Nondiscrimination**

In connection with the performance of work under this agreement, the Firm agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, marital status, sexual orientation, sex, disability, national origin or ancestry.

### **Assignment or Subcontract**

This contract may not be assigned or subcontracted by the Firm.

### **Independent Contractor Status**

The Firm agrees that it is an independent Contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties.

### **Amendments to Contract**

This contract may be modified only by written amendment to the contract, signed by both parties.

### **Waiver**

One or more waivers by any party of any term of the contract will not be construed as a waiver of a subsequent breach of the same or any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent similar act by such party.

### **Indemnification and Defense of Suits**

The Firm agrees to indemnify, hold harmless, and defend the City, its officers, agents and employees from any and all liability including claims, demands, damages, actions or causes of action, together with any and all losses, costs, or expense, including attorney fees, where such liability is founded upon or grows out of the acts, errors, or omissions of the Firm or its employees.

### **Contract Period**

The term of this contract shall commence no later than November 1, 2019. The contract will be for three (3) years with the option for an additional two (2) year extension if the services meet or exceed the City's expectations.

### **Termination of Contract for Cause**

If through any cause, the Firm shall fail to fulfill in a timely and proper manner the obligations under this contract, or if the Firm shall violate any of the covenants, agreements or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Firm specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials related to the services prepared by the Firm under this contract shall, at the option of the City, become the property of the City of Pewaukee.

Notwithstanding the above, the Firm shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Firm, the City may withhold any payments to the Firm for the purpose of set off until such time as the exact amount of damages due to the City from the Firm is determined.

### **Auditor Access**

All parties contracting with the City shall, upon request, provide access to and furnish the City auditors with requested information, records and reports regarding powers, duties, activities, organization property, financial transactions, methods of operation, or any any or all other records, reports or information in their custody. In addition, they shall provide access for the auditors to inspect all property, equipment and facilities within their custody.

### **Working Papers**

Audit working papers must be retained for at least seven (7) years from the final year of the audit engagement and be made available for examination by authorized representatives of the cognizant federal or state audit agencies, Government Accountability Office, the City, successor auditors (if appointed), and/or any other parties authorized by the City of Pewaukee.

## **TECHNICAL PROPOSAL REQUIREMENTS AND PROPOSAL FORMAT**

In order for the committee to adequately compare proposals and evaluate them uniformly and objectively, all proposals **must** be submitted according to this format. Each proposal should be bound, include a table of contents and be separated by section and tabbed with the proposal heading. **NOTE: There are to be no costs or fees included in the technical proposal.**

Your proposal should provide a straightforward, concise description of the proposed delivery of services and your ability to achieve the same in the format provided. Emphasis should be on completeness and clarity. Unnecessarily elaborate brochures, artwork or other presentations beyond that sufficient to present a complete and effective proposal are not desired.

### **Title Page**

The proposal should identify the subject, the name of the Firm, address, telephone number, fax number, e-mail address, name and title of the contact person, and the date of submission. The response should confirm that the proposal is effective for ninety (90) days from the date submitted.

### **Table of Contents**

The table of contents of the proposal should include a clear and complete identification of the material submitted by section and page number.

### **Letter of Transmittal**

The letter of transmittal should summarize the following information:

1. A brief understanding of the services to be performed.
2. A positive commitment to perform the services as specified.
3. The name(s) of the person(s) authorized to represent the Firm; their title, address, telephone number, fax number and email address if different from the individual who signs the transmittal letter.

### **Certification of License to Practice in Wisconsin**

Firm must affirm that they are licensed to practice as Certified Public Accountants in the State of Wisconsin. Firm must also affirm that they do not have a history of substandard work.

### **Certification of Independence**

Firm must certify that the firm, partners and all staff members assigned to the engagement are free from impairments to independence with respect to the City of Pewaukee, as defined by generally accepted auditing standards and the U.S. General Accounting Office's Government Auditing Standards. The Firm must commit to maintaining an independent attitude and appearance through the full term of the engagement.

### **1. Profile of the Firm**

This section should include information on:

- a. The type of organization and size of the Firm
- b. The location of the office from which the work is to be performed, and the number of partners, managers, supervisors, seniors and other professional staff employed at the office
- c. The length of time the Firm has been in existence, as well as the length of time the Firm has been performing audits of local governments.

### **2. Firm's Qualifications**

This section should include the following:

- a. Resumes of all key staff members to be assigned to the engagement. The resumes should include experience and educational information relative to the work proposed. In addition, list detailed time commitments of all key staff members. The Firm shall not replace any key staff member without approval of the City, whose approval will not be reasonably withheld. The resumes may be included as an appendix.
- b. Description of the Firm's recent experience with local government audits of local government clients similar to that being requested. Provide references from at least three (3) prior clients, including the names, titles, addresses, telephone numbers and email addresses of key client staff members.
- c. Information regarding the Firm's participation in or with the Government Finance Officers Association, Governmental Accounting Standards Board, American Institute of Certified Public Accountants, Wisconsin Institute of Certified Public Accountants, Governmental Audit Quality Center, government accounting forums, government cognizant agencies and other similar organizations.
- d. A description of the Firm's quality control procedures and audit review process, including a copy of the Firm's most recent Peer Review Report.
- e. Any other information relevant to the Firm's qualifications for the proposed engagement. This could include library or research facilities, specialized technical expertise, information technology resources, etc.
- f. The Firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the Firm shall provide information on the circumstances and status of any disciplinary

action taken or pending against the Firm during the past three (3) years with state regulatory bodies or professional organizations.

### 3. Firm's Approach to the Examination

- a. An outline of the work plan for the audit, including the following:
  - i. A description of the basic audit program.
  - ii. Use of statistical sampling.
  - iii. Use of technical specialists.
  - iv. Organization of audit team and approximate percentage of time spent on audit.
  - v. Sample of management letter.
  - vi. Typical assistance expected from City's staff.
  - vii. Tentative schedule for completing audit within the time required.
- b. A description of the Firm's quality control procedures required for clients performing system conversions during the engagement.
- c. An outline of the estimated hours for each segment of the engagement by staff category, in the following format:

### COST PROPOSAL

The proposed fees must be provided as a separate document from the technical proposal. It will be scored separately and not opened nor considered by the reviewers until the technical evaluation is completed. Do not make references to costs anywhere else in the proposal.

The cost proposal should include a "not to exceed" fee for each year, inclusive of all costs. This will be the cost used in determining point scores for cost evaluation purposes. Any special projects outside the scope of this request would be negotiated separately.

A schedule of rates for each staff category should be provided by year in the following format:

	2019 Rates	2020 Rates	2021 Rates	2022 Rates	2023 Rates
<b>Partner</b>					
<b>Manager</b>					
<b>Supervisor</b>					

<b>Senior</b>					
<b>Staff</b>					

The “not to exceed” dollar of the proposal should be prepared in the following format:

	<b>2019 Amount</b>	<b>2020 Amount</b>	<b>2021 Amount</b>	<b>2022 Amount</b>	<b>2023 Amount</b>
<b>City General Audit</b>					
<b>Water Utility Audit</b>					
<b>Sewer Utility Audit</b>					
<b>Public Service Commission Report</b>					
<b>Form C Report</b>					

## **EVALUATION PROCESS**

Proposals will be evaluated by a selection committee consisting of the City Administrator, Clerk/Treasurer, City Accountant, a senior member of the Department of Public Works Department and/or the City Utilities Manager, the City’s outgoing Auditor and a representative from the Common Council.

During the evaluation process, the selection committee may, at its discretion, request any one or all firms to make oral presentations in an interview process. Such presentations will provide firms with an opportunity to answer any questions the selection committee may have on a firm’s proposal. Not all firms may be asked to make such oral presentations.

The selection committee will identify the proposal which is judged to be the most closely aligned to meet the City’s needs and best able to serve the City based on the Firm’s profiles, references, audit approach, technical ability and fees. The selection committee will then present its recommendation for contract award to the Common Council

The following factors will be considered in evaluating the proposals:

1. The completeness of the proposal, including scope, approach and detailed work plan. 0-20 points
2. Firm experience in auditing local governmental units,

OMB Circular A-133 audits, GASB 34 etc. Governmental References will also be considered here.	0-30 points
3. Qualifications of staff members that would be assigned to audit. Education, position in the firm, years and type of experience as shown on the resumes will be considered.	0-25 points
4. Cost	0-25 points
Maximum Total Points	100 points

### **OTHER CONSIDERATIONS**

Factors which include, but are not limited to, quantity involved, time of completion, purpose for which required, competency and financial capacity of Firm, ability to render satisfactory service and past performance will be considered in determining status as a responsible Firm. The City reserves the right to request additional information as may reasonably be required to make this determination and to further investigate the qualifications of the respondent as deemed appropriate.

### **PROFESSIONAL SERVICES CONTRACT**

If your proposal is accepted and a contract is issued, then this Request for Proposal and all documents attached hereto including any amendments, the Firm's technical and price proposal, and any other written offers/clarifications made by the Firm and accepted by the City, will be incorporated into a contract between the City and the Firm. It shall contain all the terms and conditions agreed on by the parties hereto, and no other agreement regarding the subject matter of this proposal shall be determined to exist or bind any of their parties hereto.

The submission of a proposal shall be considered as a representation that the Firm has carefully investigated all conditions, has full knowledge of the scope, nature and quality of work required, and is familiar with all applicable State, Federal and Local regulations that affect, or may at some future date affect the performance of this contract.

Acceptance of this proposal will take place only upon award by the Common Council, execution of the contract by the proper City officials, and delivery of the fully-executed contract to the successful Firm. Acceptance may be revoked at any time prior to delivery of the full-executed contract to the successful Firm. The contract may be amended only by written agreement between the Firm and the City of Pewaukee.

The final contract must include the following language:

6.5 Public Records Notice. City and Firm recognize that applying applicable Wisconsin public records laws to particular records requests can be difficult, in light of software copyright and licensing rights. To ensure that applicable laws are followed, both with regard to private software ownership rights, and with regard to public records laws, City and Firm agree as follows. When City receives public records requests for matters that City believes might be proprietary or subject to copyright, City will notify Firm of the request. Within three (3) days of such notification (subject to extension of time upon mutual written agreement), Firm shall either provide City with the record that is requested, for release to the requestor; or Firm shall advise City that Firm objects to the release of the requested information, and the basis for the objection. If for any reason the City concludes that the City is obligated to provide a record to a requestor that is in the Firm's possession, the Firm shall provide such records to the City immediately upon the City's request. The Firm shall not charge for work performed under this paragraph, except for the "actual, necessary and direct" charge of responding to the records request, as that is defined and interpreted in Wisconsin law.

In addition to, and not to the exclusion or prejudice of, any provisions of this agreement or documents incorporated herein by reference, the Firm shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon the City, its officers, agents, employees and independent contractors growing out of (1) the City's denial of a records request, based upon objections made by the Firm, or (2) the Firm's failure to provide records to the City upon the City's request; or (3) the City's charges made to a records requestor, based upon reimbursement of costs the Firm charged to the City in responding to a records request; or (4) the City's lack of timely response to a records request, following the Firm's failure to timely respond to the City as required herein; or (5) the City's provision of records to a requestor that were provided to the City by the Firm in response to a records request. The Firm's claims of copyright or any other confidentiality claims shall be waived such that the City may provide all requested documents, programs, data, and other records to the requestor, upon failure by the Firm to defend, indemnify or hold harmless the City as required herein, and/or upon judgement of a court having jurisdiction in the matter requiring release of such records.

## **RIGHT OF THE CITY TO REJECT PROPOSALS**

The City of Pewaukee reserves the right to reject any and all proposals or any part of any proposal, to waive minor irregularities in the procedure, defects or technicalities, or to cancel in part or in its entirety, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the City of Pewaukee may deem necessary in its best interest. The City also reserves the right to negotiate with any vendor regarding all or part of any proposal that is in the best interest of the City.



## **CONFIDENTIALITY OF DOCUMENTS**

All responses to the Request for Proposals (RFP) submitted by vendors shall be deemed public documents at the time they are opened by the City of Pewaukee. The RFP is intended to be worded in a manner so as not to elicit proprietary information from the vendor. If proprietary information is submitted as part of the proposal, such information is to be labeled proprietary and be accompanied with a request that the information is to be held in confidence by the City of Pewaukee until such time as the contract is set. Any proposal that is submitted with a general statement or limitation that would prohibit reasonable public inspection shall be considered non-responsive and shall be rejected.

## **APPENDIX A**

### **List of City Funds**

#### **General**

#### **Debt Service**

#### **Special Revenue:**

*Storm Water Management*

*Impact Fee*

*Tourism and Convention*

*Public Safety Grants*

*Expendable Cemetery*

#### **Capital Projects:**

*Road Construction*

*Sports Complex*

*Capital Equipment*

*Bike Path Construction*

#### **Permanent:**

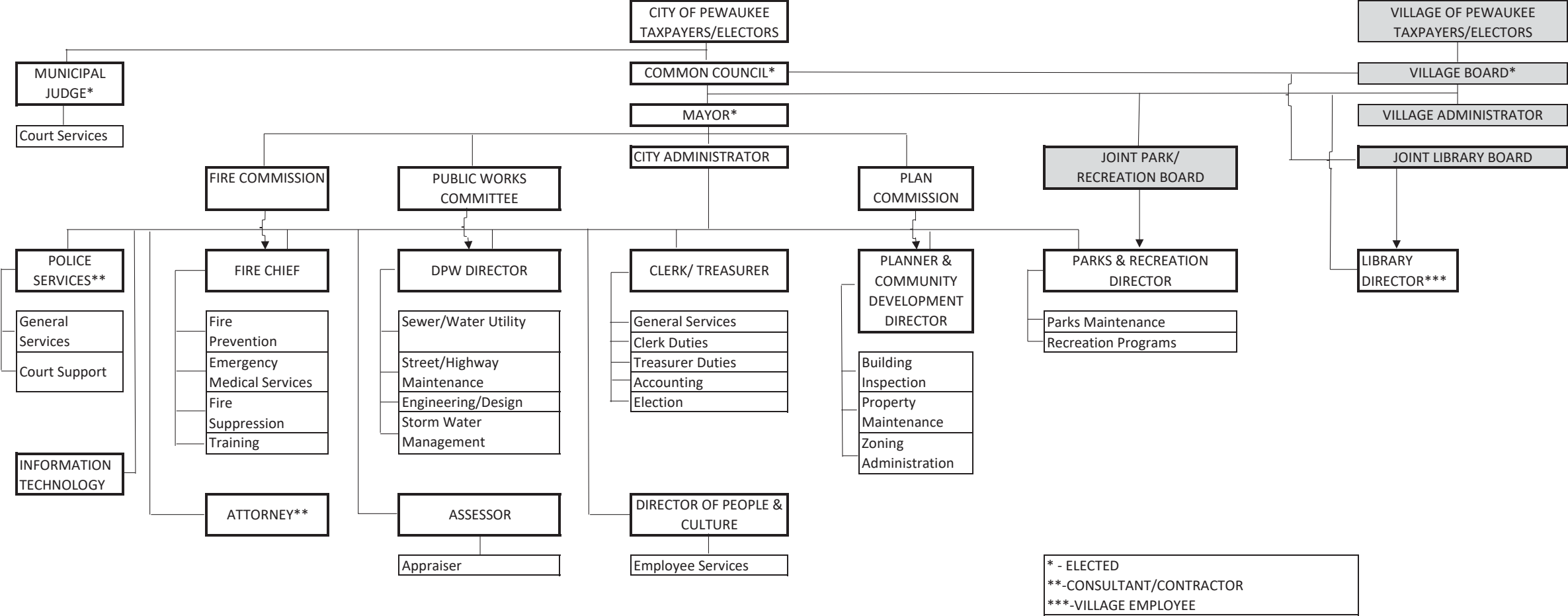
*Non-Expendable Cemetery – Perpetual Care*

#### **Enterprise Funds:**

*Water Utility*

*Sewer Utility*

City of Pewaukee  
Organization Chart



**CITY OF PEWAUKEE  
COMMON COUNCIL AGENDA ITEM 19.**

**DATE:** September 16, 2019

**DEPARTMENT:** Clerk/Treasurer

**PROVIDED BY:**

***SUBJECT:***

Discussion and Possible Action Regarding the Appointments to Various Boards, Commissions and Committees  
[Mayor Bierce]

***BACKGROUND:***

***FINANCIAL IMPACT:***

***RECOMMENDED MOTION:***

**ATTACHMENTS:**

Description

2019 Needs

PLAN COMMISSION	Original Appointment	Current Term	
		From	To
Karen Salituro	4/2/2018	5/20/2019	5/1/2022
Sullivan, Sean (Engineer)	9/4/2007	5/15/2017	5/1/2018
Janka, Ted	5/1/2003	5/4/2015	5/1/2018
Linsmeier, Dave (Park & Recreation Board)	4/3/2006	5/20/2019	5/1/2020
Wunder, Christine	7/1/2004	5/15/2017	5/1/2020
Bierce, Steve - Mayor	6/6/2016	4/17/2017	Indefinitely
Bergman, Brandon - Alderman	5/17/2017	5/17/2017	Indefinitely

According to Section 1.03(2) of the Pewaukee Municipal Code the membership should be as follows: consisting of (7) members; the mayor (presiding officer), (1) Alderman, (1) representative from the Joint Park & Recreation Board (selected by the Park & Recreation Board) and (4) citizen members with experience and qualifications related to planning matters (1) of which needs to be a full-time City Engineer. (3) of the citizen members are to serve an alternating 3-year term. *The 4th citizen engineer member, the alderman and Joint Park & Recreation Board representative shall be appointed annually in April.* Citizen members are compensated.

ZONING BOARD OF APPEALS	Original Appointment	Current Term	
		From	To
Marlin, Katie - Chairperson (appointed 1/7/2019)	7/18/2016	8/6/2018	5/1/2021
Thomas Matt	5/7/2012	5/21/2018	5/1/2021
Heise, Mike	10/7/2002	5/2/2016	5/1/2019
Welcenbach, Robert	6/1/2015	5/15/2017	5/1/2020
Tredwell, Jim - Alternate	2/15/2016	5/20/2019	5/1/2022
VACANCY - Alternate			5/1/2020
VACANCY - Alternate			5/1/2022

It consists of (5) regular members. Their terms shall be for a staggered three (3) year period. The Mayor shall appoint the Chairperson. There shall also be (2) alternates for staggered three (3) year term. *The Mayor shall annually designate as 1st and 2nd Alternate.* The 1st alternate will fill any vacancy and complete the regular appointee's term and the 2nd alternate will fill the 1st alternate's term, leaving the 2nd alternate position need to be filled. On 1/2/2007 Ordinance 06-24 was passed revising the membership.

<b>BOARD OF REVIEW</b>	<b>Original Appointment</b>	<b>Current Term</b>	
		<b>From</b>	<b>To</b>
Smiley, Laura	7/15/2013	5/21/2018	5/1/2020
Jaschke, Jim	5/2/2011	8/6/2018	5/1/2020
Robinson, Gwenn	5/2/2011	5/20/2019	5/1/2021
Lorier, Bob	4/18/2016	5/20/2019	5/1/2021
Figurski, Joshua	8/6/2018	5/20/2019	5/1/2021
<b>VACANCY - Alternate</b>			5/1/2021
<b>VACANCY - Alternate</b>			5/1/2020

*An all citizen Board of Review was established by Ordinance #06-02 on 02/06/2006. It requires seven (7) citizen members to serve alternating two (2) year terms. Current compensation is \$20 per meeting per action of the Common Council on 8/18/2003. On August 17th, 2009 Ordinance 09-13 was created, recreating section 1.08(1) of the municipal code. The Board now consists of five (5) members and two (2) alternates.*

<b>FIRE COMMISSION</b>	<b>Original Appointment</b>	<b>Current Term</b>	
		<b>From</b>	<b>To</b>
<b>VACANCY</b>			5/1/2023
Goff, Bob	7/18/2011	6/1/2015	5/1/2020
Novack, Kathleen	9/15/2014	5/20/2019	5/1/2024
Millard, Mark	4/19/2004	5/2/2016	5/1/2021
Elaine Kroening	11/5/2014	5/15/2017	5/1/2022

*The Fire Commission was originally part of the Police & Fire Commission that was created by Ordinance 04-10 on 4/19/2004. With the anticipated disbanding of the Police Department on 1/1/2010 ordinance 9.21 was created and passed on 12/21/2009. The membership remains as a five (5) citizen members; each to serve an alternating 5 - year term. Compensation is \$20 per meeting.*

<b>ETHICS BOARD</b>	<b>Original Appointment</b>	<b>Current Term</b>	
		<b>From</b>	<b>To</b>
Farley, Tom	2/7/2008	5/15/2017	4/30/2020
Farrow, Margaret	2/7/2008	5/20/2019	4/30/2022
<b>VACANCY</b>			4/30/2021
<b>VACANCY - Alternate</b>			4/30/2021

*The Ethics Board was established by Ordinance 06-16 on 9/5/2006. It consists of (3) regular citizen members and (1) alternate. Once established there will be alternating 3-year terms. There is no compensation for this position*

RESIDENCE BOARD	Original Appointment	Current Term	
		From	To
Wagner, K. Scott - District #1	8/6/2018	5/20/2019	5/1/2024
Tuttle, Debra - District #2	8/6/2018	8/6/2018	5/1/2021
<b>VACANCY - District #3</b>			<b>5/1/2023</b>

*Created by Ordinance 18-01 Approved on January 15, 2018. The Board shall consist of three (3) citizens residing in the City one (1) from each Aldermanic District. Members shall serve for a term of five (5) years and shall serve no more than two (2) consecutive terms. The terms for the initial members of the Residence Board shall be staggered with one member serving one (1) year, a second member serving three (3) years and the third member serving five (5) years.*