



Regular Village Board Meeting Agenda
Tuesday, November 18, 2025
6:00 p.m.

Village Hall, 235 Hickory Street, Pewaukee, WI 53072

To view the meeting live:

<https://www.youtube.com/live/S6kiW6PIG3Q?si=1NSH2TBNv-QR8s0T>

1. Call to Order, Pledge of Allegiance, Moment of Silence and Roll Call.
2. Public Hearings/Presentations.
 - a. Oath of Office for Officer Michael Duncan to the position of Sergeant of Police.
 - b. Public Hearing on the 2026 Draft Budget.
 - c. Public Hearing on Resolution 2025-15: A Resolution to Discontinue a Portion of Quinlan Drive Right-of-Way.
 - d. Public Hearing on a Planned Unit Development (PUD) Overlay District amendment and associated Business /Site Plan of Operation amendment for Pewaukee Self Storage at 229 Sussex St., PWV 0898999001. This 15.786-acre property is zoned B-5 Light Industrial District with a Planned Unit Development Overlay. The property owner/applicant is Pewaukee Self Storage.
3. Approval of Minutes of Previous Meeting.
 - a. Minutes from the November 4, 2025, Regular Village Board Meeting.
4. Citizen Comments. – *This is an opportunity for citizens to share their opinions with Board Members on any topic they choose. However, due to Wisconsin Open Meeting laws, the Board is not able to answer questions or respond to your comments. All comments should be directed to the Board. Comments are limited to 3 minutes per speaker, with time being indicated by an audible alarm. When the alarm sounds, speakers are asked to conclude their comments. Speakers are asked to use the podium and state their name and address.*
5. Ordinances
 - a. Review, discussion and possible action on Ordinance 2025-15: An Ordinance Levying Property Taxes for the General Fund, the Debt Service Fund, TID #2 Fund, TID #3 Fund and TID #4 Fund for the Village of Pewaukee for the Year 2025 to Support the 2026 Budget.
 - b. Review, discussion and possible action on Ordinance 2025-16: an Ordinance to Amend the Current Fee Schedule for Clerk and Police Department Licenses, Permits, and Services.
 - c. Review, discussion and possible action on Ordinance 2025-17: An Ordinance to Amend the Planned Unit Development Overlay District for the Development Referred to As Sussex Street Self Storage (Ord 2022-24).
6. Resolutions
 - a. Review, discussion and possible action on Resolution No. 2025-15: A Resolution To Discontinue a Portion of Quinlan Drive Right-of-Way.
 - b. Review, discussion and possible action on Resolution No. 2025-16: A Resolution Establishing the Fire-EMS Protection Fee Emergency Service Equivalent (ESE) Fee.
 - c. Review, discussion and possible action on Resolution No. 2025-17: A Resolution Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$2,780,000 General Obligation Promissory Notes.
7. Old Business
 - a. Review, discussion and possible action on proposed 2026 Village Budgets.
 1. Review and Action on General Fund Budget
 2. Review and Action on Capital Projects Funds Budget
 3. Review and Action on Debt Service Budget
 4. Review and Action on TIF Budgets
 5. Review and Action on Water Utility Budget
 6. Review and Action on Storm Water Utility Budget
 7. Review and Action on Sanitary Sewer Utility Budget
 8. Review and Action on Cemetery Fund Budget
 9. Review and Action on Lake Patrol Budget
 10. Review and Action on Laimon Family Lakeside Park Budget
8. New Business

- a. Review, discussion and possible action to approve the contract extension with Waste Management for trash/recycling collection services through December 31, 2026.
- b. Review, discussion and possible action to approve the contract extension with Associated Appraisal for assessing services through December 31, 2030.
- c. Review, discussion and possible action on a finding per Section 40.265(15) on the impact of a proposed multifamily residential development Conditional Use Grant at 203 E. Wisconsin.
- d. Review, discussion and possible action on monthly approval of checks and invoices for all funds, October 2025.

9. Citizen Comments. – *This is an opportunity for citizens to share their opinions with Board Members on any topic they choose. However, due to Wisconsin Open Meeting laws, the Board is not able to answer questions or respond to your comments. All comments should be directed to the Board. Comments are limited to 3 minutes per speaker, with time being indicated by an audible alarm. When the alarm sounds, speakers are asked to conclude their comments. Speakers are asked to use the podium and state their name and address.*

10. Adjournment.

Note: Notice is hereby given that a quorum of a Village Committee and/or Commission may be present at the Village Board meeting, and if so, this meeting shall be considered an informational meeting of that Committee or Commission and no formal action of that Committee or Commission shall occur. Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. To request such assistance, contact the Village Clerk at 262-691-5660.

Posted November 14, 2025



To: Jeff Knutson, President
Trustees of the Village Board

From: Matt Heiser
Village Administrator

Date: November 12, 2024

Re: November 18, 2025 Meeting Agenda Item 2(a)
Public Hearings/Presentations: Oath of Office for Officer Michael Duncan to the position
of Sergeant of Police.

BACKGROUND

This is a very brief ceremony to administer the oath of office for an internal promotion of a police officer to a leadership position. It is an opportunity to celebrate success in the police department in the presence of the officer's family, the Village Board and the public.

Sergeant Duncan began his law enforcement career with the Kenosha County Sheriff's Office in December 2019 and joined the Pewaukee Police Department on September 11, 2023. He also serves as a Captain and Commander of the 32nd Military Police Company with the National Guard, where he has served since October 2014.

The Police Commission met on November 3, 2025, to consider candidates for promotion within the department. Following review and discussion, the Commission referred Officer Michael Duncan to the position of Sergeant of Police.

ACTION REQUESTED

None.

ANALYSIS

None.

Attachments: None.

**VILLAGE OF PEWAUKEE
REGULAR VILLAGE BOARD MINUTES
NOVEMBER 4, 2025**

https://www.youtube.com/live/-4trrKw_bIE?si=Dzn_g6BMGCxwODN3

1. Call to Order, Pledge of Allegiance, Moment of Silence, and Roll Call

President Knutson called the meeting to order at approximately 6:00 p.m. The Pledge of Allegiance was recited, followed by a moment of silence.

Roll Call was taken with the following Village Board members present: Trustee Nick Stauff, Trustee Bob Rohde, Trustee Kelli Belt, Trustee Rachel Pader, Trustee Kristen Kreuser, Trustee Jim Grabowski; and President Jeff Knutson.

Also Present: Public Works Supervisor, Jay Bickler; Parks & Recreation Director, Nick Phalin; Village Attorney, Matt Gralinski; Village Administrator, Matt Heiser; and Village Clerk, Jenna Peter.

2. Public Hearings/Presentations – None.

3. Approval of Minutes of Previous Meeting

a. Minutes of the Regular Village Board Meeting – October 21, 2025

Trustee Grabowski moved, seconded by Trustee Kreuser to approve the October 21, 2025, minutes of the Regular Village Board meeting with the correction to the vote tally on item 8c (5-0 instead of 6-0).
Motion carried 7-0.

4. Citizen Comments –None.

5. Ordinances –

a. Ordinance 2025-14: An Ordinance to Create Section 21.07 of the Municipal Code of the Village of Pewaukee Regarding Laimon Family Lakeside Park Watercraft Launch Fees and a Penalty for Nonpayment of Fees.

Director Phalin noted that several vendors, primarily commercial entities, have been offering various excuses to avoid paying the boat launch fees. To address this, staff will be reaching out to vendors listed in their records to inform them of the updated payment procedures. Any failure to pay the required fees will result in a citation.

Trustee Kreuser moved, seconded by Trustee Pader to adopt Ordinance 2025-14 as presented.

Motion carried 7-0.

6. Resolutions –

a. Review, discussion and possible action on Resolution No. 2025-14 to Amend and Establish Certain Fees Related to Forest Hill Cemetery.

Trustee Kreuser inquired whether a non-resident purchasing a grave site on behalf of a Village resident would be eligible for the resident rate.

Clerk Peter clarified that the fee is based on the purchaser's residency status. Therefore, if the individual buying the grave lot is not a Village resident, the non-resident fee will apply.

Trustee Grabowski moved, seconded by Pader to approve Resolution No. 2025-14 as presented.

Motion carried 7-0.

7. Old Business –**a. Review, discussion and possible action on 2026 budget proposals for the Village.**

Administrator Heiser explained there is a very minor adjustment to the budget resulting in a decrease of \$21 in a request from the library. The Joint Parks and Recreation Department provided final revenue and expenditure amounts for 2026. Heiser also included projections for the end of 2025.

No action taken.

8. New Business**a. Review, discussion and possible action to confirm Committee Appointments by the Village President:****1. Aquatic Weed Commission – 1 Member (3-year term)**

President Knutson nominated Chris Krasovich.

Trustee Grabowski moved, seconded by Trustee Rohde to approve Chris Krasovich to the Aquatic Weed Commission.

Motion carried 7-0.

b. Review, discussion and possible action to cancel the Village Board meeting on January 6, 2026.

Trustee Kreuser moved, seconded by Trustee Grabowski to cancel the Village Board meeting on January 6, 2026.

Motion carried 7-0.

c. Review, discussion and possible action on the replacement of the temporary median on Capitol Drive and the proposed final length.

Heiser reported that the Village is prepared to replace the temporary median and install concrete barriers to the full length as outlined in the Wisconsin Department of Transportation (DOT) drawings. The DOT has annual funding allocated for safety projects and is proposing to undertake this project in 2026.

Trustee Grabowski expressed concerns about the impact of lengthening the medians per DOT design.

Specifically, it would eliminate: The left turn from Capitol Drive toward Highway 16 and the left turn from Clark Street onto Oakton Avenue. He noted that removing these turning options would hinder the Village's ability to close the beachfront for special events. He advocated for the Village to take control of the project, suggesting that if the Village funds the work, it would retain greater control over the intersection design and functionality.

Attorney Gralinski clarified the Board's direction that the priority was retaining the left turn from Capitol to eastbound Oakton/Capitol toward Highway 16.

Trustee Grabowski moved, seconded by Trustee Stauff to direct Staff to present an amended drawing to WISDOT for the permanent medians on Capitol and Oakton.

Motion carried 7-0.

d. Review, discussion and possible action on proposed extension of an agreement with the City of Pewaukee for building inspection services. The Village Board of the Village of Pewaukee may enter into closed session pursuant to Wis. Statute Section 19.85(1) (e) for deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, specifically regarding the aforementioned item. After conclusion of any closed session, the Village Board will reconvene in open session pursuant to Wis. Statute Section 19.85(2) for possible additional review, discussion, and action concerning this agenda item and to address the remaining meeting agenda.

Heiser noted that the current contract between the Village and the City is set to expire at the end of the calendar year. From the Village staff's perspective, the services provided under the contract

have been satisfactory, and there are no issues to report. The Board did not move into Closed Session.

Trustee Kreuser moved, seconded by Trustee Pader to approve the proposed extension with the City of Pewaukee for building services.

Motion carried 7-0.

e. Review, discussion and possible action regarding occupancy at Simmons Woods Park, PWV 0897984 west of STH 16.

Heiser reported that Simmons Woods Park is divided by Highway 16 with a portion of the park being on the east side of the highway and a portion being on the west side. An individual approached the Village with concerns about a business storing boats in the west section of the park. Heiser noted that there is no formal agreement on file authorizing this use.

Phalin clarified that the business owner claims the boat storage arrangement was based on a “handshake” agreement made approximately 20 years ago.

Gralinski noted the matter is set for Closed Session discussion on litigation operations for resolution.

f. Review, discussion, and possible action on Waukesha County Case 2022-CV-515, WMC v. Village of Pewaukee.

Gralinski briefly explained that this is active litigation that the board has been informed of in the past, and an update will be provided in Closed Session.

g. The Village Board of the Village of Pewaukee will enter into closed session pursuant to Wis. Statute Section 19.85(1)(g) for conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, specifically regarding occupancy at Simmons Woods Park, PWV0897984 west of STH 16 and Waukesha County Case 2022-CV515, WMC v. Village of Pewaukee. After conclusion of any closed session, the Village Board will reconvene in open session pursuant to Wis. Statute Section 19.85(2) for possible additional review, discussion, and action concerning these agenda items and to address the remaining meeting agenda.

Trustee Rohde moved, seconded by Trustee Stauff to move into closed session at approximately 7:04 p.m. Motion carried on a Roll Call Vote 7-0.

Trustee Grabowski moved, seconded by Trustee Rohde to move into open session at approximately 7:25 p.m.

Motion carried on a Roll Call Vote 7-0.

9. Citizen Comments – None.

10. Adjournment

Trustee Grabowski moved, seconded by Trustee Kreuser to adjourn the November 4, 2025, Regular Village Board meeting at approximately 7:26 p.m.

Motion carried 7-0.

Respectfully Submitted,

Jenna Peter
Village Clerk

DRAFT

ORDINANCE NO. 2025-15

AN ORDINANCE LEVYING PROPERTY TAXES FOR THE GENERAL FUND, THE DEBT SERVICE FUND, TID #2 FUND, TID #3 FUND AND TID #4 FUND FOR THE VILLAGE OF PEWAUKEE FOR THE YEAR 2025 TO SUPPORT THE 2026 BUDGET

The Village Board of the Village of Pewaukee, Waukesha County, Wisconsin do ordain as follows:

SECTION I

There is hereby a tax of \$5,505,146.07 for the Village purposes on all taxable property within the Village of Pewaukee.

SECTION II

The tax to be levied will fund the following purposes:

General Fund (Operating)	\$3,571,026.00
Debt Service Fund	\$1,751,688.00
TID #2 Fund (final Wis DoR Worksheet calculation)	\$55,610.18
TID #3 Fund (final Wis DoR worksheet calculation)	\$94,418.22
TID #4 Fund (final Wis DoR worksheet calculation)	\$32,403.67

SECTION III

This Ordinance shall take effect and be in force from and after its passage and publication as required by law.

PASSED AND ADOPTED by the Village Board of the Village of Pewaukee, this 18th day of November, 2025.

APPROVED:

Jeff Knutson, Village President

Countersigned:

Jenna Peter, Village Clerk



To: Jeff Knutson, Village President
Village Board

From: Jenna Peter
Village Clerk

Date: November 10, 2025

Re: Agenda Item 5b, Possible Action on Ordinance 2025-16, an Ordinance to Amend Current Fee Schedule for the Clerk and Police Department.

BACKGROUND

The current fee schedule was adopted on December 19, 2023, for the 2024 calendar year. No revisions were implemented for 2025. Staff identified several fees that were previously omitted from the schedule and recommend defining them in the updated fee schedule. The presented fee schedule also includes new fees, price increase suggestions and other clarifying updates.

ACTION REQUESTED

The action requested of the Village Board is to adopt Ordinance 2025-16, to amend the current fee schedule for the Village Hall licenses, permits, and services along with the Police Department service fees.

ANALYSIS

Staff is requesting an update of the current fee schedule as presented. Below is a list of changes within the fee schedule.

1. Updating the schedule to include fees already charged.
 - a. Publication fee for alcohol licenses
 - b. Change of Agent
 - c. Mailing fee for yard waste permit
 - d. Mobile Home License
 - e. Cemetery Fees
 - f. Utility-related charges
 - g. Copies to USB
2. Including new fees introduced in 2025.
 - a. Golf Cart Registration
3. Price increase suggestions
 - a. Yard Waste Tag
 - b. Hydrant Meter Rental
 - c. Private Well Application
4. Other changes
 - a. Clarifying alcohol licensing language
 - b. Removing Class "B" Winery License (now handled at the State level)
 - c. Indicating annual charges where applicable
 - d. General language clean-up for clarity and consistency

Staff recommend approval of the attached 2026 Fee Schedule as presented. Please include authorization for all proposed price adjustments in your motion.

Discussion items regarding price increases:

Yard Waste Tags:

The current seasonal fee for yard waste tags is **\$30**. Village Staff is recommending a **\$5 increase**, bringing the total to **\$35** for the 2026 season. This fee has remained unchanged since **January 1, 2023**.

The Public Works Director supports the proposed increase, noting that it aligns with rising operational costs and salary adjustments since 2023. To date, the Village has sold 674 yard waste tags, generating \$20,220 in revenue. If the same number of tags are sold in 2026 at the proposed rate, projected revenue would be \$23,590.

Hydrant Meter Rentals:

Currently, customers may rent meters for hydrants within the Village. These hydrants are supplied by the Village Water Utility Staff. The Utility Supervisor has expressed concern regarding businesses retaining meters for extended periods, as there are only a limited number of meters available. For example, one company has had a hydrant meter for over a year.

To address this issue, the Utility Supervisor proposes implementing additional fees for prolonged rentals:

- \$20 for each additional week
- \$50 for each additional month

Private Well Application:

The current fee for a private well permit is **\$25** and has remained unchanged since 2006. The Utility Supervisor recommends increasing this fee to **\$50**. The permit duration is 5 years.

Comparison of Private Well Permit Fees

Community	Private Well Permit Fee	Notes
Village of Pewaukee	\$25 (current) → Proposed \$50	Fee unchanged for 19 years
City of Pewaukee	\$50	Listed in municipal fee schedule
Village of Weston	\$60	5- or 10-year permit
Village of Lake Delton	\$150 annually	Higher due to tourism area
Algoma Sanitary District	\$40	Residential permit

STATE OF WISCONSIN - VILLAGE OF PEWAUKEE - WAUKESHA COUNTY

ORDINANCE NO. 2025-~~16~~

**VILLAGE OF PEWAUKEE
TO AMEND THE CURRENT FEE SCHEDULE FOR CLERK AND POLICE DEPARTMENT
LICENSES, PERMITS, AND SERVICES**

The Village Board of the Village of Pewaukee does ordain as follows:

WHEREAS, Wisconsin State Statute 61.34 provides that the Village Board shall have management authority and control over the finances of the Village, and

WHEREAS, the Village Board desires to establish and maintain a fee schedule to assist in covering the cost of issuing permits and licenses and providing certain services related to the Clerk Department activities so these costs do not become the burden of the general Village taxpayer;

NOW, THEREFORE, BE IT ORDAINED, the following fees shall take effect January 1, 2026 upon posting as required by law:

2026 Schedule of Village Fees

Alcohol Licenses (Annually)

- | | | |
|--|---------------------------------------|--------------------------------|
| a. Class "A" Beer License | \$100 | |
| b. "Class A" Liquor Combination License | \$500 | |
| c. Class "B" Beer License | \$100 | |
| d. "Class B" Liquor Combination License | \$500 | |
| e. Class "C" Wine License | \$100 | |
| f. Class "B" Winery License | \$100 | <u>(License through State)</u> |
| f. "Class B" Reserve License | \$10,000 (year one) | |
| g. Publication Fee | Actual Cost of Publication | |
| h. Operator/Bartender License (ord. 6.121) | \$50 | <u>Annually</u> |
| i. Provisional Operator License (valid 60 days) | \$15 | |
| j. Temporary Alcohol License (<u>Picnic</u>) (Class "B" <u>Beer</u> /"Class B" <u>Wine</u>) | | \$10/day or consecutive days |
| j-k. Change of Agent | \$10 | |

Village Fees

- | | | |
|---|-------------|-----------------|
| a. Cigarette/ Tobacco & Vaping License (ord. 7.102) | \$100 | |
| <u>Annually</u> | | |
| b. Coin Operated License (ord. 18.111(c)) | \$35/device | <u>Annually</u> |
| c. Distributor/Amusement Licenses (ord.18.111(a)) | \$75 | <u>Annually</u> |
| d. Peddler Transient Merchant Permit Vendor (ord. 18.122) | \$50 | |

- e. Food Vendor License (if separate from special event) \$40
(ord.18.112)
- ~~f.~~ Yard Waste Permit (per calendar year) (vb mtg 12.21.22) ~~\$35~~\$40
~~f.i.~~ Mailing Fee \$1
- g. Dog License (ord. 10.117)
 - i. Spayed/Neutered \$15
 - ii. Unspayed/Unneutered \$20
 - iii. Late Fee (After March 31st) \$5
 - iv. Kennel License (3 or more dogs) \$10
 - v. Mailing fee \$1
- h. Weights and Measures Fee (Ord. 18.140) – Fees are Passed through to businesses as assessed by the State of Wisconsin.
- i. Conditional Use Application \$190
- j. Zoning Board of Appeals Application \$190
- k. Re-Zoning Application \$190
- l. Chicken Keeping Permit \$25
- m. Dumpster Permit Application \$75 Every 30 Days
- n. Sign Permit Application \$2.50/sq ft + \$50 base fee
- o. Special Event Permit Application \$300 (road closures only)
- p. Transient/Short Term Lodging Application \$200 Annually
- q. Right-of-way Permit (ord. 78.111):
 - ~~a-i.~~ Driveway/Sidewalk/other terraces per location less than 1,000 feet \$150
 - ~~b-ii.~~ All Utility/Communications application fee per location over 1,000 feet \$250
 - ~~i-1.~~ Boring per 1,000 feet \$250
 - Minimum
- Forfeit deposit of \$1,000 if work is started or completed prior to approval of permit
- ~~e-iii.~~ ***If all required documents are not received within 30 days of the notice of denial, the application process will start over and a new application and application fee will apply.***
- r. Street Dining/ Public Space Dining Use (Seasonally)
 - ~~a-i.~~ Up to 100 sq. ft. \$25.00
 - ~~b-ii.~~ 101-200 sq. ft. \$50.00
 - ~~c-iii.~~ 201-300 sq. ft. \$75.00
 - ~~d-iv.~~ 301-400 sq. ft. \$100.00
 - ~~e-v.~~ 401-500 sq. ft. \$150.00
 - ~~f-vi.~~ 501 and up \$225
- ~~s.~~ Golf Cart Registration (ord. 86.150) \$50 Initial fee, \$30 Annual Renewal Fee
- ~~t.~~ Mobile Home License (ord. 18.161) \$100 Annually

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Cemetery Fees – See Resolution 2025-14

Utilities

- a. Water Service Hookup Fees \$800
- b. Sewer Service Hookup Fees \$1,600
- c. Hydrant Meter Rental
 - i. Non-Refundable Rental Fee \$50
 - ii. Refundable Deposit Fee \$1,000
 - iii. Refundable Wrench Deposit Fee \$50
 - iv. Each Additional Week Charge \$20
 - v. Additional Month Charge \$50
- d. Private Well Application \$50 (5 yrs)
- e. Sewer Deduct Meter \$40 per quarter
- f. Water Service Reconnect Fees
 - i. \$50
 - ii. \$100 Outside office hours/Weekends

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Village Services

- a. Special Assessment Letter (5 business days) \$40
- b. Special Assessment Letter (same day - rush) \$60
- c. Copies per page (letter to ledger size) \$0.25 (includes sales tax)
- d. Copies larger than ledger size Admin Fee \$15 + the actual cost from an outside vendor + sales tax
- ~~d-e.~~ Copies onto a USB \$15
- ~~e-f.~~ Notary Service per document/page (\$ 140.02(9)) \$5 per document
- ~~f-g.~~ Weed Cutting – Administration Fee in addition to \$25
the actual cost of outside vendor service
- ~~g-h.~~ Snow Removal/Sidewalk Clearing Administration Fee in \$25
addition to the actual cost of outside the private vendor service
- ~~h-i.~~ Non-Sufficient Check Return Fee (NSF) in addition to the \$40
the actual cost of the certified letter mailing fee

Police Services

- a. Quarterly Parking Permit \$30 + sales tax
- b. Semi-Annual Parking Permit \$60 + sales tax
- c. Annual Parking Permit \$108 +sales tax
- d. Warrant Fee \$30
- e. Vehicle Storage per Day \$35
- f. Fingerprinting (ink or digital) \$30

- g. Preliminary Breath Testing (one-time fee) \$20
- h. Collection of Funds upon Execution (max fee = \$60)
 - 10% on the first \$300
 - 5% on the second \$300
 - 3% over \$600
- i. Open Record Requests
 - i. Copies per Page (letter size) \$0.25
 - ii. Copies per Disc \$5
 - iii. Colored Photos per Page \$2

The several sections of this Ordinance shall be considered severable. If any section shall be considered by a court of competent jurisdiction to be invalid, such a decision shall not affect the validity of other portions of the ordinance. This Ordinance shall take effect January 1, 2026, and be in force upon this passage, publication, and posting as required by law. Adopted this _____ day of ~~December~~November 2025.

Jeffrey Knutson, Village President

ATTEST:

Jenna Peter, Village Clerk



To: Jeff Knutson, President
Trustees of the Village Board

From: Matt Heiser
Village Administrator

Date: November 14, 2025

Re: November 18, 2025 Meeting Agenda Item 5(c)
Review, discussion and possible action on Ordinance 2025-17: An Ordinance to Amend the Planned Unit Development Overlay District for the Development Referred to As Sussex Street Self Storage (Ord 2022-24).

BACKGROUND

The business operating at 229 Sussex Street, Pewaukee Self-Storage, is proposing additional development.

At present they only offer cold-storage units that are not climate controlled. They are proposing to add units that would be climate controlled to offer different storage options.

ACTION REQUESTED

The action requested of the Village Board is to approve Ordinance 2025-17.

ANALYSIS

The parcel has an existing Planned Unit Development (PUD) Overlay. It was created when the Village granted original development to Pewaukee Self-Storage. The current language of that PUD does not allow for climate controlled units. Staff believes the PUD was phrased that way only because that is what was proposed by Pewaukee Self-Storage.

The amendment of the PUD requires a public hearing at the Village Board level and Village Board approval.

The Plan Commission recommended approval of the amendment at its November 13, 2025 meeting. Details of this development can be found in the attached staff report from that meeting.

Attachments:

1. Ordinance 2025-17
2. Staff Report from the November 13, 2025 Plan Commission packet.

ORDINANCE NO. 2025-17**ORDINANCE TO AMEND THE PLANNED UNIT DEVELOPMENT OVERLAY
DISTRICT FOR THE DEVELOPMENT REFERRED TO AS SUSSEX STREET SELF
STORAGE (ORD 2022-04).**

The Village Board of the Village of Pewaukee, Waukesha County, Wisconsin, do ordain as follows:

SECTION I

WHEREAS, the Village of Pewaukee allows Planned Unit Developments (PUD's) pursuant to Division 18 of Chapter 40 of the Municipal Code of the Village of Pewaukee and amendments to those PUDs pursuant to Section 40.366 of such Code; and

WHEREAS, the lands/development known as Lot #1 of Certified Survey Map (CSM) #12288 recorded in the Waukesha County Register of Deeds office are presently zoned B-5 Light Industrial District with a Planned Unit Development Overlay; and

WHEREAS, the Village has received a petition from Pewaukee Self Storage LLC, hereinafter referred to as the Petitioner, for amending an existing PUD originally referred to as the Sussex Street Self Storage PUD, created by Ordinance 2022-04, which PUD, amongst other conditions and restrictions, limited the principal the use of the development to only a cold, dry personal self-storage type use on Lot #1 of CSM #12288; and

WHEREAS, the Petitioner has presented evidence to the Village, including, but not limited to, a Planned Unit Development amendment petition demonstrating the need for the proposed amendment; and

WHEREAS, the Petitioner acknowledges that, due its unique characteristics, the proposed development site had benefited from the flexibility in development design provided by a PUD overlay district, but further flexibility as to the approved use is required to facilitate timely completion of the development; and

WHEREAS, the Village Planning Commission did, at a meeting on November 13, 2025, review this proposed planned unit development amendment and made its recommendation to the Village Board including that (1) the proposed development site continues to present unique characteristics which materially limit the potential development options for this site; (2) the proposed development site would continue to benefit from flexibility of overall development design, providing benefit to both petitioner and the Village; and (3) that this PUD should be amended to, amongst other conditions and restrictions, revise the principal use allowed in the development to *only* "Cold, Dry, Personal Indoor Storage" in *Phase 1* and either "Cold, Dry, Personal Indoor Storage" or "Climate-

controlled drive-up self-storage” in **Phase 2** Lot #1 of CSM No. #12288, a 15.82-acre parcel located at/near the northwest corner of Sussex Street and Maiden Lane in the Village of Pewaukee ; and (4) such amendment is consistent with and does not materially alter the bases for approval of the original PUD considered by the Village Planning Commission and Village Board; and

WHEREAS, this matter was the subject of a public hearing held before the Village Board on November 18, 2025; and

WHEREAS, the procedure for the amending of a PUD Overlay District has been followed in compliance with Division 18 of Chapter 40 of the Village of Pewaukee Municipal Code.

SECTION II

The Village Board of the Village of Pewaukee, having reviewed the petition for amending Ordinance 2022-04, a PUD for Lot # 1 of CSM No. #12288, a 15.82-acre parcel located at/near the northwest corner of Sussex Street and Maiden Lane in the Village of Pewaukee to B-5 with a PUD Overlay District, and having considered the recommendation of the Plan Commission as well as the comments of the public made at the public hearing which occurred on November 18, 2025:

NOW THEREFORE, the Village Board hereby finds that the proposed amendment of Ordinance 2022-04, a PUD for Lot # 1 of CSM No. #12288, a 15.82-acre parcel located at/near the northwest corner of Sussex Street and Maiden Lane in the Village of Pewaukee, satisfies the conditions of Section 40.365 and 40.366 of the Village of Pewaukee Municipal Code, as the proposed modification to principal use is consistent with the terms and conditions of the PUD as originally approved. Therefore, Ordinance 2022-04, a PUD encompassing CSM No. #12288, a 15.82-acre parcel located at/near the northwest corner of Sussex Street and Maiden Lane in the Village of Pewaukee is amended as follows:

(c) Principal Use: Only “Cold, Dry, Personal Indoor Storage” is permitted in **Phase 1** and either “Cold, Dry, Personal Indoor Storage” or “Climate-controlled drive-up self-storage” is permitted in **Phase 2** Lot # 1 of CSM No#12288, a 15.82-acre parcel located at/near the northwest corner of Sussex Street and Maiden Lane in the Village of Pewaukee. “Cold, Dry, Personal Indoor Storage” is defined as follows: A building or group of buildings in a controlled access and fenced compound that contains varying sizes of individual, compartmentalized, and controlled access stalls, lockers, or units for the storage of customers’ goods or ware, where such stalls, lockers, or units are not equipped with or have access to a climate control system. The use of any such stall, locker, or unit for any independent residential, commercial, or industrial purposes is strictly prohibited. “Climate-controlled drive-up self-storage” is defined as follows: A building or group of buildings in a controlled access and fenced compound that contains varying sizes of individual, compartmentalized, and controlled access stalls, lockers, or units for the storage of customer’s goods or ware, where such stalls, lockers or units are equipped with or have access to a climate control system. The use of any such stall, locker, or unit for any independent residential, commercial, or industrial purposes is strictly prohibited.

2. Petitioners shall be responsible for and shall reimburse the Village for all legal, planning, engineering, inspection, and construction related fees and costs and any and all other costs and expenses incurred by the Village related to this PUD amendment and the invoice for such services shall be paid within 30 days of receipt of the invoice for these charges.
3. Existing Conditions. Petitioner agrees to adhere to all other PUD conditions and restrictions as approved by ORD 2022-04.
5. Any and all changes to this use and/or the related development plans not heretofore approved and requiring approval by the Village Plan Commission and/or Village Board under applicable Village ordinances, the PUD, and/or any development agreement, and/or including but not limited to site, structure, signage, lighting, and landscaping plans for instance, shall require further approval by the Village Plan Commission and/or the Village Board as the case may be.
6. Termination. If a building permit for Phase 2 of the development (as defined in the plan documents) is not issued within one year of the approval of this PUD ordinance, this Amendment shall expire and become null and void. The underlying zoning district shall remain in force.
If the Petitioner requires an extension of these time limits, any extension shall be requested by the Petitioner, in writing, explaining the hardship and sent to the Village Administrator not less than 60 days prior to the expiration of this Amendment. The Village Board may allow extensions in the sole exercise of its discretion.
7. Amendment. Changes, amendments, or additions to this PUD ordinance may only be permitted pursuant to the Village of Pewaukee Municipal Code Section 40.366.

SECTION III

The Village President and Village Clerk are authorized to execute this ordinance on behalf of the Village of Pewaukee.

This ordinance shall take effect upon passage and publication as required by law, and the Village Clerk shall so amend the Code of Ordinances of the Village of Pewaukee, and shall indicate the date and number of this amending ordinance therein.

SECTION IV

The several sections of this ordinance are declared to be severable. If any section shall be declared by a decision of a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the other portions of the ordinance.

All ordinances or parts of ordinances contravening the terms and conditions of this ordinance are hereby to that extent repealed.

PASSED AND ADOPTED by the Village Board this 18th day of November, 2025.

APPROVED:

Jeff Knutson, Village of Pewaukee President

Countersigned:

Jenna Peter, Village of Pewaukee Clerk

TO: Village of Pewaukee Plan Commission
CC: Matt Heiser – Village Administrator, Jenna Peter - Clerk
FROM: Mark Lyons, Planning Consultant
RPT DATE: October 31, 2025
MTG DATE: November 13, 2025
RE: Pewaukee Self Storage –PUD amendment and Business / Site Plan of Operations amendment.

BACKGROUND:

1. Petitioner: Pewaukee Self Storage
2. Property Owner: Pewaukee Self Storage LLC
3. Location/Address: 229Sussex St.
4. Tax Key Number: PWV0898999001
5. Area: ~15.786 AC
6. Existing Zoning: B-5 Light Industrial District with a Planned Development Overlay
7. Proposed Zoning: N/A
8. Future Land Use: Community Commercial

OVERVIEW:

The Petitioners are requesting approval of Business / Site Plan of Operation amendment and PUD amendment to modify the approved use of the original PUD. The property was approved for a PUD via ordinance 2022-04. That approval included condition 1(c) – Principal Use: "Cold, Dry, Personal Indoor Storage". Since that time, the applicant has constructed a majority of the original building. Buildings 6-8 as identified in the original PUD have not been constructed. The applicant is now seeking an amendment to construct building 6-8 as climate-controlled drive-up self-storage units. The applicant discussed the potential change with Plan Commission at the August 14, 2025 meeting.

SUBMITTAL:

The enclosed submittal includes the Business Plan of Operation application, PUD narrative and associated site documents.

PLANNER COMMENTS:

1. **Zoning Requirements:** Section 40.366 outline changes or additions to an approved Planned Unit Development PUD. This includes submittal to Plan Commission and a Public Hearing with the Village Board. A copy of the draft PUD ordinance is included in this packet for Plan Commissions review and consideration.
2. **Plan of Operations:** The applicant has proposed no changes to the approved Plan of Operations outside of modifying the use of Dry Storage to Climate-controlled. No change in employees, hours of operation or other aspects are proposed.

STAFF RECOMMENDATION:

Depending on confirmation by the Village of Pewaukee Plan Commission of the above-described comments, the Village of Pewaukee Plan Commission may take the following actions listed below.

The Village of Pewaukee Plan Commission **Approves** the Business / Site Plan of Operation amendment for Pewaukee Self Storage LLC for the property located at **229Sussex St.** , subject to the following conditions:

1. That all conditions made by the Plan Commission at their meeting of November 13, 2025 are met.
2. This approval is subject to the Petitioner complying at all times with the plans and documents presented to the Village of Pewaukee Plan Commission.
3. Approval of the Business / Site Plan of Operation amendment is subject to final approval by the Village Board of the Planned Unit Development amendment to Climate-controlled drive-up self-storage.
4. The Petitioner shall satisfy all comments, conditions, and concerns of the Village of Pewaukee Plan Commission and Board, Village Engineer and Village Planner for the site plan, and other documentation.
5. Building Inspection. The Petitioner and/or Property Owner shall comply with any and all recommendations by the Village Building Inspector (or designee) prior to the issuance of an occupancy & use permit for the subject property. Approval by the Village Building Inspector, if granted, shall be solely for the benefit of the Village of Pewaukee, and shall not be relied upon by the petitioner or others as proof of structural integrity or safety of any structure on the property, or as proof of compliance with any particular construction standard that would apply to new construction. The petitioner shall independently determine the suitability of all structures on the property for the petitioner's intended uses.
6. Fire Inspection. The Petitioner and/or Property Owner shall comply with any and all recommendations by the Village of Pewaukee Fire Department Chief (or designee) prior to the issuance of an occupancy & use permit for the subject property. Approval by the Village of Pewaukee Fire Department Chief (or designee), if granted, shall be solely for the benefit of the Village of Pewaukee, and shall not be relied upon by the petitioner or others as proof of fire safety of any structure on the property, or as proof of compliance with any particular fire safety standard that would apply to new construction. The petitioner shall independently determine the fire safety and suitability of all structures on the property for the petitioner's intended uses.
7. This approval is granted for the express conditions stated herein. Changes or alterations including, but not limited to, a change in use, premises, lands, or ownership of the property in question shall require a new Business Site Plan approval with all the zoning procedures at the time being followed. The allowed uses of the property must at no time be hazardous, harmful, obnoxious, offensive, or a nuisance by reasons of appearance, noise, dust, smoke, odor, or other similar factors. Any use not specifically listed, as permitted, shall be considered to be prohibited, except as may be otherwise specified herein.
8. The Property Owner shall keep the exterior condition of the premises in a neat and orderly condition at all times so the premises will not detract from neighboring premises. There shall be no outside storage of junk, debris, construction material, or other refuse materials within the property and all such materials shall be disposed of promptly and properly.
9. The Property Owner shall allow Village of Pewaukee representatives to inspect the premises following a 24-hour notice for the purposes of determining compliance with this approval.
10. The Petitioner and/or Property Owner shall obtain the appropriate permits from the Village of Pewaukee.
11. The Petitioner and/or Property Owner shall, on demand, reimburse the Village of Pewaukee for all costs and expenses of any type incurred by the Village in connection with the review and approval of this

application, including, but not limited to, the cost of professional services incurred by the Village for the review and preparation of required documents, attendance at meetings or other related professional services as well as to enforce the conditions in this approval due to a violation of these conditions.

EXHIBIT:

- A. GIS Property Location Map
- B. Petitioner Applications.



229 Sussex Zoning Map



0 100 200
ft
Scale: 1 in. = 448 ft.
1 : 5380



DISCLAIMER: The Village of Pewaukee does not guarantee the accuracy of the material contained here in and is not responsible for any misuse or misrepresentation of this information or its derivatives.

Village of Pewaukee
235 Hickory Street
Pewaukee, WI 53072
262-691-5660

Notes



Revised 12/12/23

Business Plan of Operation Application

235 Hickory St, Pewaukee WI 53072 - villagehall@villageofpewaukee.wi.gov - 262-691-5660

Office use only:

Zoning Admin Approval: _____ Date _____

Planner Approval: _____ Date _____

BUSINESS & PROPERTY

Tax Key No. PWV

FEIN#: _____

Business Name: Pewaukee Self Storage

Current Zoning: _____

Business Address: 229 Sussex St, Pewaukee, WI 53072, Pewaukee, WI 53072Mailing Address: 229 Sussex St, Pewaukee, WI 53072Email: patrick@newcoastre.comPhone: 248-250-1151

TENANT INFORMATION

Tenant Name: n/aFEIN#: n/aMailing Address: n/aEmail: n/a

List any Special Equipment/Facilities/Requirements we need to know about:

n/a

BUSINESS INFORMATION

Description of Business: Self Storage / Client Controlled Self StorageType of business: ☐ Retail ☐ Office ☒ Warehouse/Storage ☐ Industrial ☐ Institutional ☐ Wholesale ☐ Other _____New Use? ☐ YES ☒ NO or Expanded Use? ☐ YES ☐ NO Operation Days and Hours: 9-5 7 days a weekMaximum Number of Employees: Full-time 0 Part-time 0

Expected Customers per Day: _____ Delivery Trucks per day: _____ Vehicles per day: _____

Available Parking Spaces: _____ Loading Spaces: _____ Overnight Parking: ☐ YES ☒ NOOutdoor Storage: ☐ YES ☒ NO - If yes, list type: _____Sewage Disposal: ☐ Public Sewer ☐ Septic Tank / Storm Water Retention/Detention? ☒ YES ☐ NOWater Supply by: ☐ Public Water ☐ Main ☐ Private Well ☐ Other _____Solid Waste ☐ (garbage) Disposal by: _____

List Where any Flammable Substances are stored: _____

Applicant and Property Owner Signature

Applicant Signature & Print Name

Owner Signature & Print Name

Date

Send to Building Services _____

Send to Clerk _____

Save to Property File _____

Commercial & Industrial businesses are required to fill out the below form. The discharge produced must comply with all conditions of the City of Brookfield Municipal Code Chapter 13.20 at www.cityofbrookfield.com

Notice of Intent to Discharge Wastewater

Business Name: Pewaukee Self Storage

Business Address: 229 Sussex St, Pewaukee, WI 53072, Pewaukee, WI 53072

Mailing Address: 229 Sussex St, Pewaukee, WI 53072

Company Representative: Patrick McGill Title: _____

Phone: 248-250-1151 Email: patrick@newcoastre.com

Description of business:

We are looing to alter the PUD for (3) of the future self storage building in phase #2 to be Climate Controlled Self Storage Also to raise the doors to 10'8")

Number of Employees: Full-time 0 Part-time 0

Operation Days and Hours: 9-5 # of Shifts: _____

SIC OR NAICS CODE: _____

Reason for filing survery:

- ☐ Change of occupancy
- ☐ Construction of a new facility
- ☐ Proposing to discharge from a facility where there is currently no discharge or adding a new sewer connection
- ☐ Significantly Altering the volume or characteristics of an existing discharge
- ☐ Applying fo reissuance of an existing discharge permit
- ☐ Per request by municipality—discharge ongoing with no expected changes
- ☐ Update previous information

Date when new or altered discharge is expected to begin No Change

Estimated sanitary sewer discharge (report gallons/day):

	Current:	Proposed:
Process wastewater	<u>No Change</u>	<u>No Change</u>
Sanitary wastewater	<u>No Change</u>	<u>No Change</u>
Cooling water	<u>No Change</u>	<u>No Change</u>

- Note: A review of quarterly water usage bills may be helpful in assigning flow values. Total gal/day (for all uses) = qtr usage (in 1000 gallons) x 1000/# operating days in qtr. This daily total is then distributed into estimated gal/day of process, sanitary, and/or cooling. Process wastewater is any discharge other than sanitary, non-contact cooling or boiler blowdown water. Sanitary flow may be estimated as 20 gal/day/employee.

Use this space to describe the process that will result in the discharge of commercial/industrial process wastewater:

No Change

List chemicals/pollutants expected to be present in your discharge:

No Change

Describe any wastewater pretreatment and/or facilities to be used:

No Change

List toxic organic compounds (solvents, flammable compounds etc:

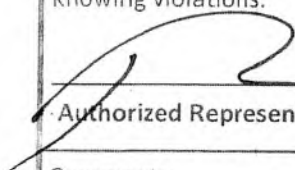
No Change

How are these toxic organic compounds disposed of:

No Change

Agreement to Abide

I Certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.


Authorized Representative Signature

09/16/25

Date

Patrick McGill

Printed Name

Comments:

We are looing to alter the PUD for (3) of the future self storage building in phase #2 to be Climate Controlled Self Storage Also to raise the doors to 10'8")

Staff comments:

[DATE], 2025

Village of Pewaukee Plan Commission
Waukesha County, Wisconsin

Re: Pewaukee Self Storage
229 Sussex St
Pewaukee, WI 53072

Dear Commissioners:

We respectfully request an amendment to the existing approvals for the storage facility located at 229 Sussex St, Pewaukee, WI, 53072 (the “**Property**”), The site is currently entitled for a non-climate-controlled drive-up self-storage expansion of 24,200 square feet. We propose to deliver a professionally managed, 24,200 square foot, climate-controlled drive-up self-storage facility in its place. The updated design better serves local residents, small businesses, and offers a premium product that will better suit the community and is preferable for the Property’s neighbors.

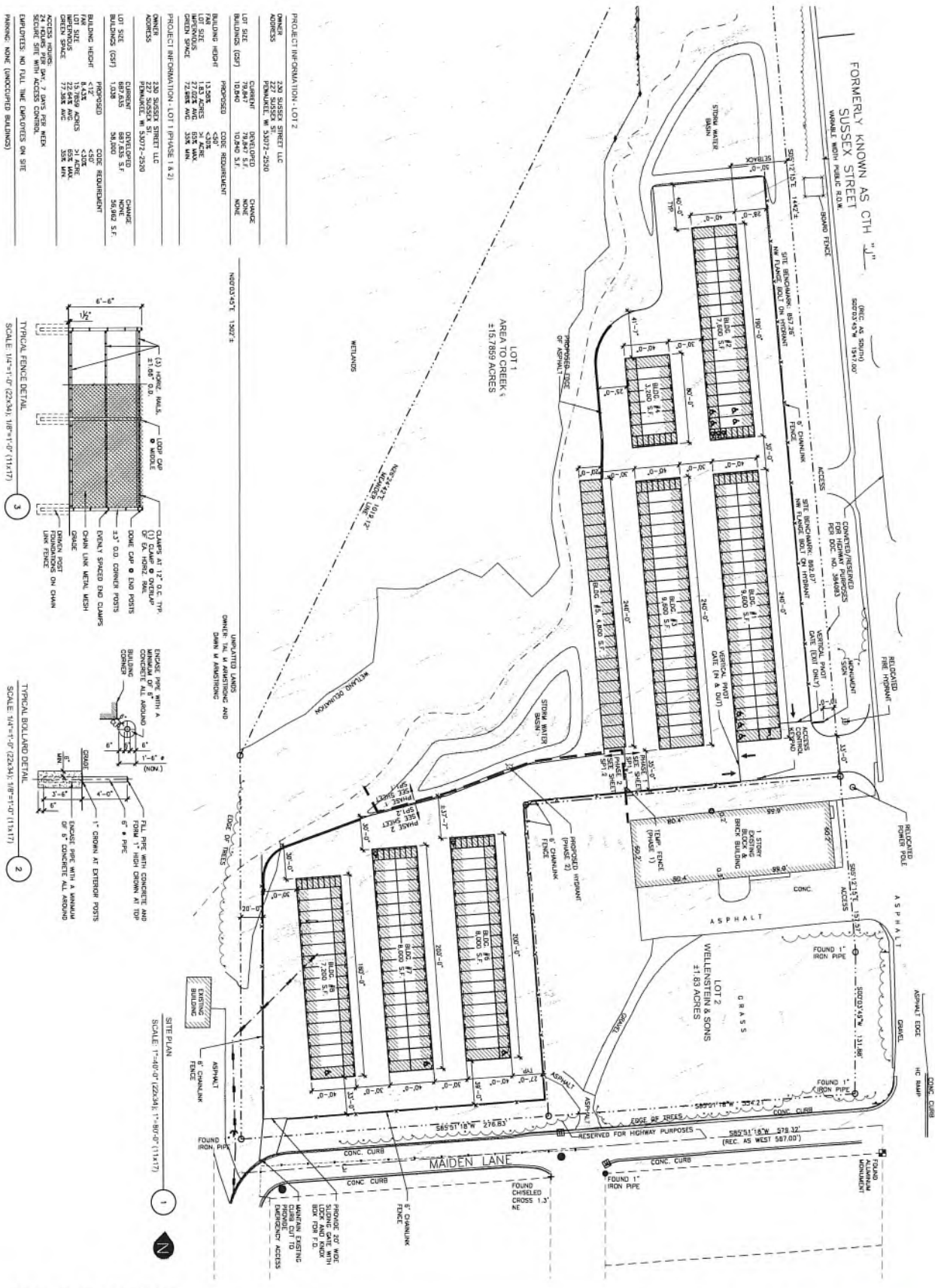
Local residents and small businesses increasingly rely on climate-stabilized storage for documents, inventory, and household goods that are sensitive to temperature and humidity. Given Pewaukee’s seasonal swings in temperature, this can be crucial depending on the items stored. Stable temperature and humidity supports local needs—records, medical/education files, photo/archival materials, musical instruments, e-commerce inventory, and electronics—all common to Pewaukee households and small firms.

The local market is currently undersupplied with climate-controlled storage. Storage facilities typically pull from a 5-mile radius. Within a 5-mile radius of the Property, there is currently 6.6 SF/capita of non-climate-controlled storage, but only 1.5 SF/capita of climate-controlled storage. Adding additional climate-controlled options in the market will create additional choice for consumers and lower costs.

The change in use should have no impact on surrounding properties relative to what is already approved. Self-storage is among the lowest-intensity commercial uses. The expansion will include controlled access, surveillance, and professional management, all of which reduce security risks and promote public safety. Clients willing to pay for the premium product are typically a more desirable tenant for the facility with higher incomes and fewer disturbances.

Critically, the proposed amendment will almost exactly mirror the existing approval from a site layout, landscaping, and façade perspective. The change in use would be almost imperceptible.

We respectfully request that the Village amend the prior approvals to allow a climate-controlled self-storage expansion in lieu of the previously approved non-climate-controlled expansion. We



2022-03-21 PERMIT SET

Rev.	Date	Description
01	03/21/22	Permit Set
SP1.0		

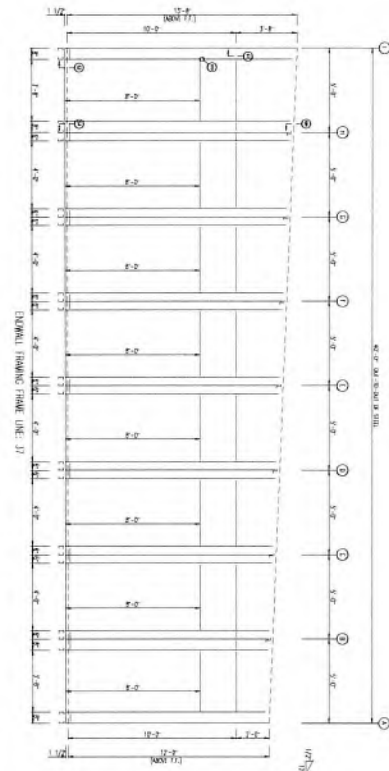
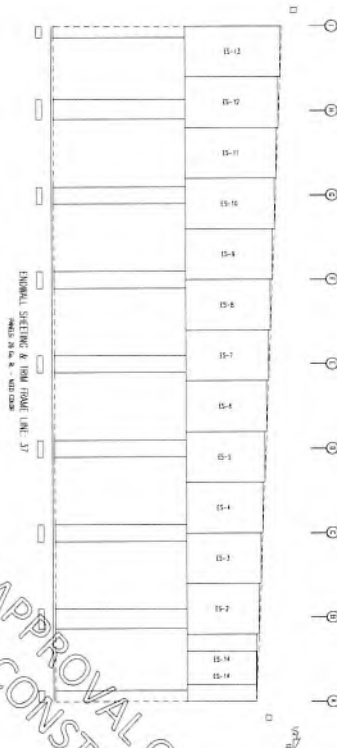
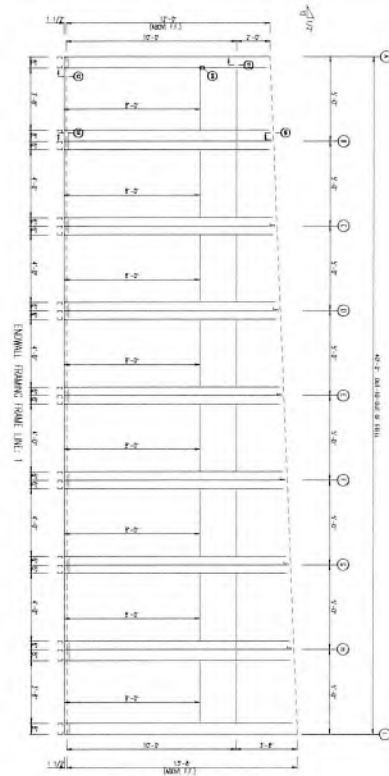
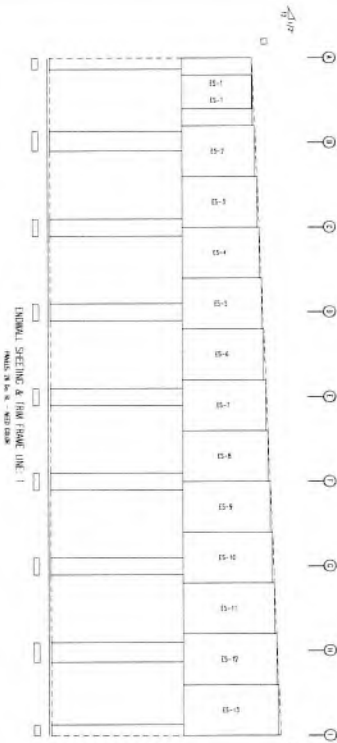
Drawn By	Checked By
AAP	ALS

SITE PLAN

Project Info: — 21112
 PEWAUKEE
 SELF STORAGE
 NEW CONSTRUCTION
 227 Sussex Street
 POKOKO, WI 53072

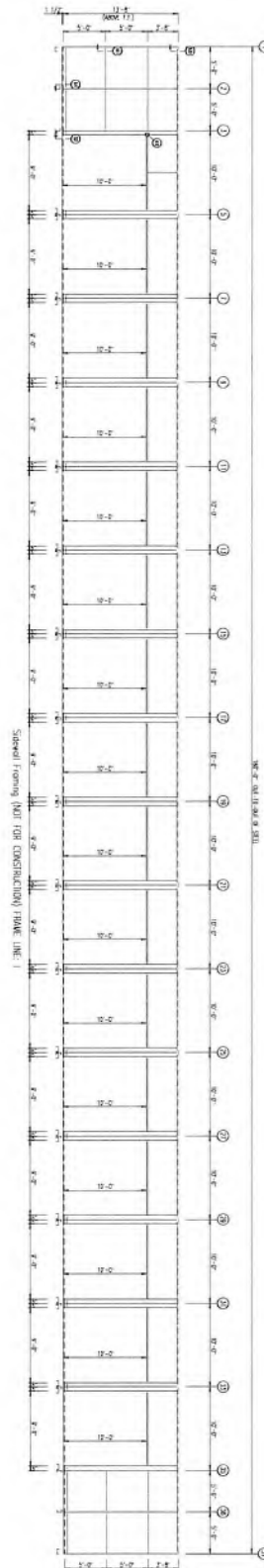
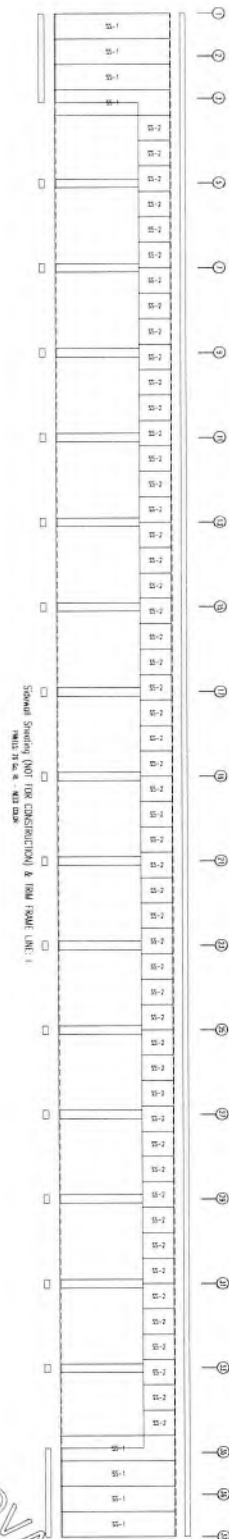
227 Sussex Street
 POKOKO, WI 53072
 D: 262.945.4872
 E: INFO@WELLSPRING.COM

wellspring
 ARCHITECTS
 259 South Street, Suite A
 Waukegan, WI 53190
 P: 833.380.6180
 E: INFO@WELLSPRINGARCHITECTS.COM



FOR APPROVAL ONLY
NOT FOR CONSTRUCTION

A2	Sheet	JOB ID: BR569	Wasatch Structures 406 West Industrial Drive #2 Pleasant Grove, UT 84062 Phone: 801-796-5993	PROJECT: Pewaukee, WI SIZE: 40.0 x 180.0 x 12.0 x 13.6 CITY: Pewaukee STATE: WI	CONFIDENTIAL AND PROPRIETARY INFORMATION THESE DRAWINGS ARE THE SOLE AND EXCLUSIVE PROPERTY OF THE BUILDING MANUFACTURER. SENSITIVE, PROPRIETARY, AND CONFIDENTIAL INFORMATION CONTAINED IN THESE DRAWINGS MAY ONLY BE USED FOR ITS INTENDED PURPOSE. THE DISCLOSURE OF THESE DRAWINGS TO UNAUTHORIZED PERSONS IS STRICTLY PROHIBITED. THESE DRAWINGS MAY NOT BE USED TO CONSTRUCT ANY PROJECTS WITHOUT WRITTEN PERMISSION FROM THE BUILDING MANUFACTURER. THIS DOCUMENT AND ALL COPIES MUST BE RETURNED UPON DEMAND.	APPROVAL PRINTS ISSUED FOR BY DATE
				9/17/25		



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NOT FOR CONSTRUCTION

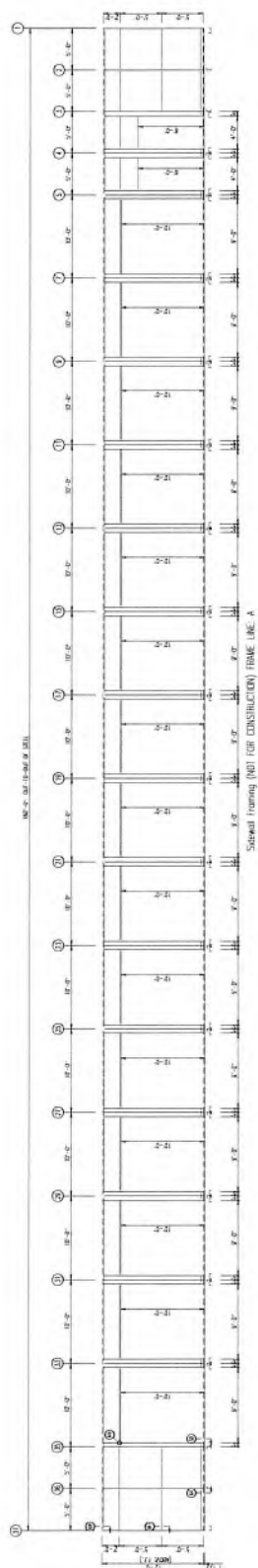
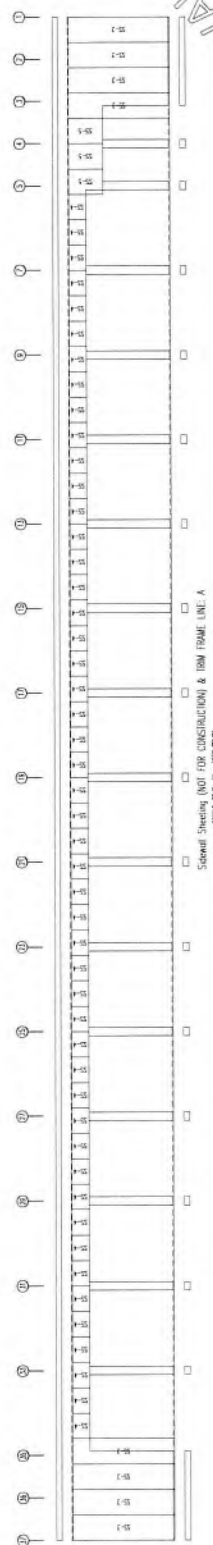
Wasatch Structures
406 West Industrial Drive #2
Pleasant Grove, UT 84062
Phone: 801-786-5933

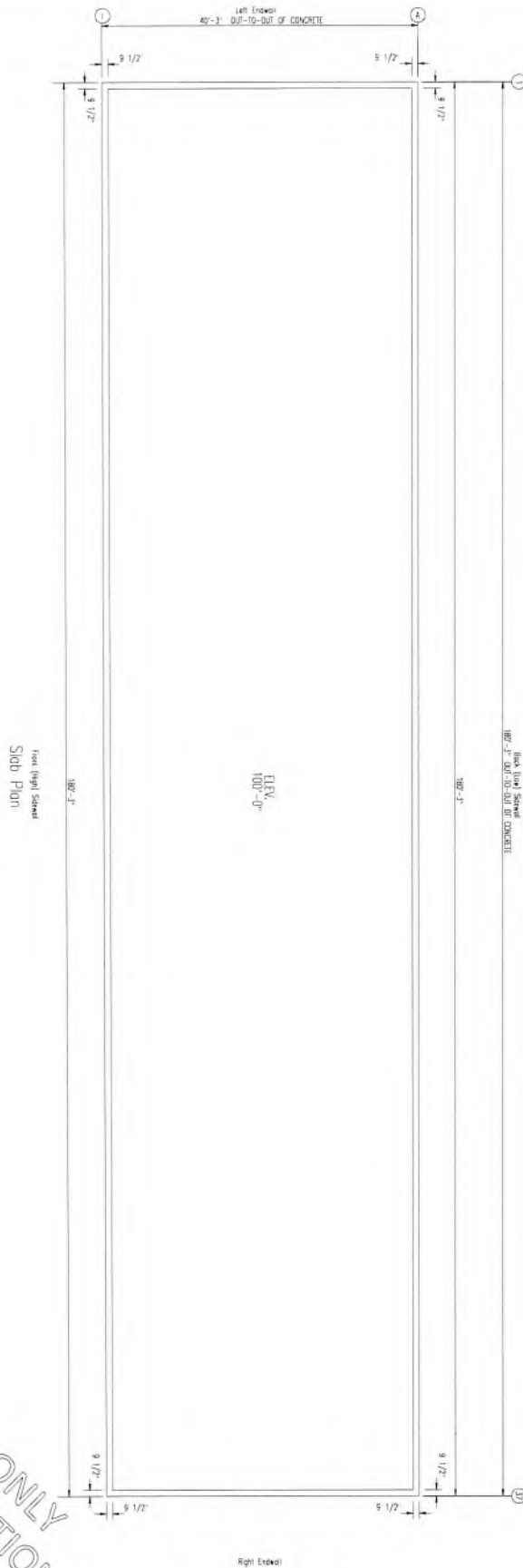
PROJECT: Pewaukee, WI	SIZE: 40.0 x 180.0	CITY: Pewaukee	STATE: WI
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CONFIDENTIAL AND PROPRIETARY INFORMATION

DATE	BY	PRINTS ISSUED FOR	APPROVAL
9/17/25			

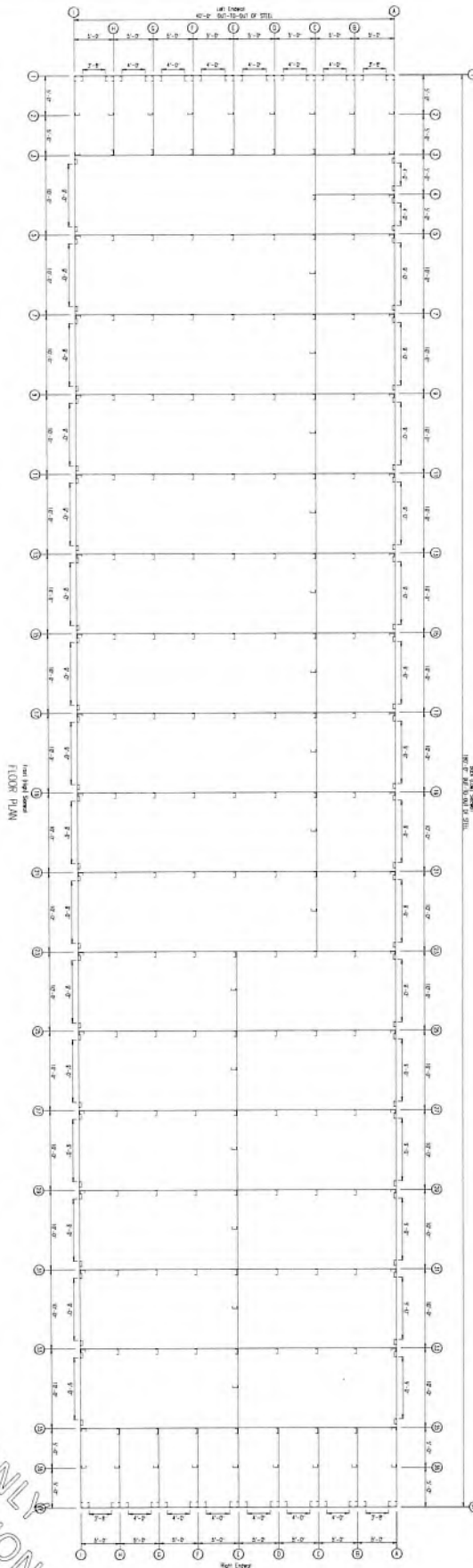
FOR APPROVAL ONLY
NOT FOR CONSTRUCTION





FOR APPROVAL ONLY
NOT FOR CONSTRUCTION

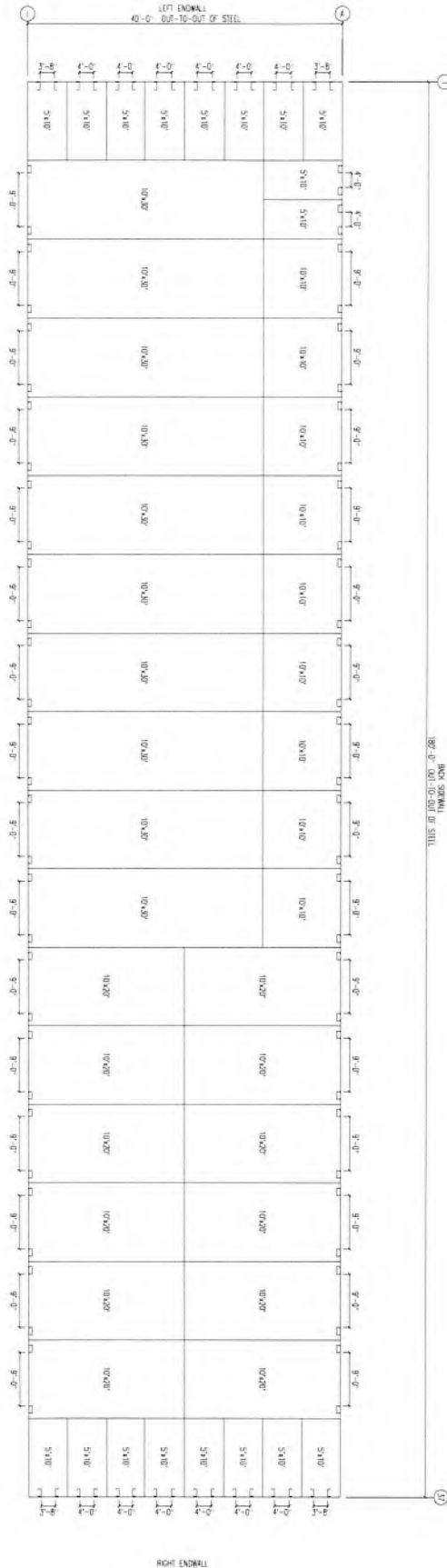
A5	Sheet	JOB ID: B5563	Wasatch Structures 406 West Industrial Drive #2 Pleasant Grove, UT 84062 Phone: 801-796-6938	PROJECT: Pewaukee, WI SIZE: 40.0 x 180.0 x 12.0 x 13.6 CITY: Pewaukee STATE: WI	CONFIDENTIAL AND PROPRIETARY INFORMATION THESE DRAWINGS ARE THE SOLE AND EXCLUSIVE PROPERTY OF THE BUILDING MANUFACTURER. SENSITIVE, PRIVILEGED, AND CONFIDENTIAL INFORMATION CONTAINED IN THESE DRAWINGS MAY ONLY BE USED FOR ITS INTENDED PURPOSE. THE DISCLOSURE OF THESE DRAWINGS TO UNAUTHORIZED PERSONS IS STRICTLY PROHIBITED. THESE DRAWINGS MAY NOT BE USED TO CONSTRUCT LIKE PROJECTS WITHOUT WRITTEN PERMISSION FROM THE BUILDING MANUFACTURER. THIS DOCUMENT AND ALL COPIES MUST BE RETURNED UPON DEMAND.	APPROVAL PRINTS ISSUED FOR BY DATE
				9/17/24		



FOR APPROVAL ONLY
NOT FOR CONSTRUCTION

A6	Sheet	JOB ID: 885639	Wasatch Structures 406 West Industrial Drive #2 Pleasant Grove, UT 84062 Phone: 801-790-8838	PROJECT: Pewaukee, WI SIZE: 40.0 x 180.0 x 12.0 x 13.6 CITY: Pewaukee STATE: WI	CONFIDENTIAL AND PROPRIETARY INFORMATION THESE DRAWINGS ARE THE SOLE AND EXCLUSIVE PROPERTY OF THE BUILDING MANUFACTURER. SENSITIVE, PRIVILEGED, AND CONFIDENTIAL INFORMATION CONTAINED IN THESE DRAWINGS MAY ONLY BE USED FOR ITS INTENT. THE DISCLOSURE OF THESE DRAWINGS TO UNAUTHORIZED PERSONS IS STRICTLY PROHIBITED. THESE DRAWINGS MAY NOT BE USED TO REPRODUCE OR CONSTRUCT THE PROJECTS WITHOUT WRITTEN PERMISSION FROM THE BUILDING MANUFACTURER. THIS DOCUMENT AND ALL COPIES MUST BE RETURNED UPON DEMAND.	APPROVAL PRINTS ISSUED FOR BY DATE
				9/17/24		

IRON SIDING
FLOOR PLAN



FOR APPROVAL ONLY
NOT FOR CONSTRUCTION

A7

Sheet

JOB ID: B5555

Wasatch Structures
408 West Industrial Drive #2
Pleasant Grove, UT 84062
Phone: 801-796-8895

PROJECT: Pewaukee, WI

SIZE: 40.0 x 180.0 x 12.0 x 13.6

CITY: Pewaukee

STATE: WI

CONFIDENTIAL AND PROPRIETARY INFORMATION

THESE DRAWINGS ARE THE SOLE AND EXCLUSIVE PROPERTY OF THE BUILDING MANUFACTURER. SENSITIVE, PRIVILEGED, AND CONFIDENTIAL INFORMATION CONTAINED HEREIN IS THE PROPERTY OF THE BUILDING MANUFACTURER. NO PART OF THESE DRAWINGS MAY BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF THE BUILDING MANUFACTURER. THIS DOCUMENT AND ALL COPIES MUST BE RETURNED UPON DEMAND.

APPROVAL	9/17/25
PRINTS ISSUED FOR	BY
DATE	

ORDINANCE NO. 2025- **ORDINANCE TO AMEND THE PLANNED UNIT DEVELOPMENT OVERLAY
DISTRICT FOR THE DEVELOPMENT REFERRED TO AS SUSSEX STREET SELF
STORAGE (ORD 2022-04).**

The Village Board of the Village of Pewaukee, Waukesha County, Wisconsin, do ordain as follows:

SECTION I

WHEREAS, the Village of Pewaukee allows Planned Unit Developments (PUD's) pursuant to Division 18 of Chapter 40 of the Municipal Code of the Village of Pewaukee and amendments to those PUDs pursuant to Section 40.366 of such Code; and

WHEREAS, the lands/development known as Lot #1 of Certified Survey Map (CSM) #12288 recorded in the Waukesha County Register of Deeds office are presently zoned B-5 Light Industrial District with a Planned Unit Development Overlay; and

WHEREAS, the Village has received a petition from Pewaukee Self Storage LLC, hereinafter referred to as the Petitioner, for amending an existing PUD originally referred to as the Sussex Street Self Storage PUD, created by Ordinance 2022-04, which PUD, amongst other conditions and restrictions, limited the principal the use of the development to only a cold, dry personal self-storage type use on Lot #1 of CSM #12288; and

WHEREAS, the Petitioner has presented evidence to the Village, including, but not limited to, a Planned Unit Development amendment petition demonstrating the need for the proposed amendment; and

WHEREAS, the Petitioner acknowledges that, due its unique characteristics, the proposed development site had benefited from the flexibility in development design provided by a PUD overlay district, but further flexibility as to the approved use is required to facilitate timely completion of the development; and

WHEREAS, the Village Planning Commission did, at a meeting on November 13, 2025, review this proposed planned unit development amendment and made its recommendation to the Village Board including that (1) the proposed development site continues to present unique characteristics which materially limit the potential development options for this site; (2) the proposed development site would continue to benefit from flexibility of overall development design, providing benefit to both petitioner and the Village; and (3) that this PUD should be amended to, amongst other conditions and restrictions, revise the principal use allowed in the development to *only* "Cold, Dry, Personal Indoor Storage" in *Phase 1* and either "Cold, Dry,

Personal Indoor Storage” or “Climate-controlled drive-up self-storage” in **Phase 2** Lot #1 of CSM No. #12288, a 15.82-acre parcel located at/near the northwest corner of Sussex Street and Maiden Lane in the Village of Pewaukee ; and (4) such amendment is consistent with and does not materially alter the bases for approval of the original PUD considered by the Village Planning Commission and Village Board; and

WHEREAS, this matter was the subject of a public hearing held before the Village Board on November 18, 2025; and

WHEREAS, the procedure for the amending of a PUD Overlay District has been followed in compliance with Division 18 of Chapter 40 of the Village of Pewaukee Municipal Code.

SECTION II

The Village Board of the Village of Pewaukee, having reviewed the petition for amending Ordinance 2022-04, a PUD for Lot # 1 of CSM No. #12288, a 15.82-acre parcel located at/near the northwest corner of Sussex Street and Maiden Lane in the Village of Pewaukee to B-5 with a PUD Overlay District, and having considered the recommendation of the Plan Commission as well as the comments of the public made at the public hearing which occurred on November 18, 2025:

NOW THEREFORE, the Village Board hereby finds that the proposed amendment of Ordinance 2022-04, a PUD for Lot # 1 of CSM No. #12288, a 15.82-acre parcel located at/near the northwest corner of Sussex Street and Maiden Lane in the Village of Pewaukee, satisfies the conditions of Section 40.365 and 40.366 of the Village of Pewaukee Municipal Code, as the proposed modification to principal use is consistent with the terms and conditions of the PUD as originally approved. Therefore, Ordinance 2022-04, a PUD encompassing CSM No. #12288, a 15.82-acre parcel located at/near the northwest corner of Sussex Street and Maiden Lane in the Village of Pewaukee is amended as follows:

(c) Principal Use: Only “Cold, Dry, Personal Indoor Storage” is permitted in **Phase 1** and either “Cold, Dry, Personal Indoor Storage” or “Climate-controlled drive-up self-storage” is permitted in **Phase 2** Lot # 1 of CSM No#12288, a 15.82-acre parcel located at/near the northwest corner of Sussex Street and Maiden Lane in the Village of Pewaukee. “Cold, Dry, Personal Indoor Storage” is defined as follows: A building or group of buildings in a controlled access and fenced compound that contains varying sizes of individual, compartmentalized, and controlled access stalls, lockers, or units for the storage of customers’ goods or ware, where such stalls, lockers, or units are not equipped with or have access to a climate control system. The use of any such stall, locker, or unit for any independent residential, commercial, or industrial purposes is strictly prohibited. “Climate-controlled drive-up self-storage” is defined as follows: A building or group of buildings in a controlled access and fenced compound that contains varying sizes of individual, compartmentalized, and controlled access stalls, lockers, or units for the storage of customer’s goods or ware, where such stalls, lockers or units are equipped with or have access to a climate control system. The use of any such stall, locker, or unit for any independent residential, commercial, or industrial purposes is strictly prohibited.

2. Petitioners shall be responsible for and shall reimburse the Village for all legal, planning, engineering, inspection, and construction related fees and costs and any and all other costs and expenses incurred by the Village related to this PUD amendment and the invoice for such services shall be paid within 30 days of receipt of the invoice for these charges.
3. Existing Conditions. Petitioner agrees to adhere to all other PUD conditions and restrictions as approved by ORD 2022-04.
5. Any and all changes to this use and/or the related development plans not heretofore approved and requiring approval by the Village Plan Commission and/or Village Board under applicable Village ordinances, the PUD, and/or any development agreement, and/or including but not limited to site, structure, signage, lighting, and landscaping plans for instance, shall require further approval by the Village Plan Commission and/or the Village Board as the case may be.
6. Termination. If a building permit for Phase 2 of the development (as defined in the plan documents) is not issued within one year of the approval of this PUD ordinance, this Amendment shall expire and become null and void. The underlying zoning district shall remain in force.
If the Petitioner requires an extension of these time limits, any extension shall be requested by the Petitioner, in writing, explaining the hardship and sent to the Village Administrator not less than 60 days prior to the expiration of this Amendment. The Village Board may allow extensions in the sole exercise of its discretion.
7. Amendment. Changes, amendments, or additions to this PUD ordinance may only be permitted pursuant to the Village of Pewaukee Municipal Code Section 40.366.

SECTION III

The Village President and Village Clerk are authorized to execute this ordinance on behalf of the Village of Pewaukee.

This ordinance shall take effect upon passage and publication as required by law, and the Village Clerk shall so amend the Code of Ordinances of the Village of Pewaukee, and shall indicate the date and number of this amending ordinance therein.

SECTION IV

The several sections of this ordinance are declared to be severable. If any section shall be declared by a decision of a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the other portions of the ordinance.

All ordinances or parts of ordinances contravening the terms and conditions of this ordinance are hereby to that extent repealed.

PASSED AND ADOPTED by the Village Board this _____ day of _____, 2025.

APPROVED:

Jeff Knutson, Village of Pewaukee President

Countersigned:

Jenna Peter, Village of Pewaukee Clerk



To: Jeff Knutson, President
Trustees of the Village Board

From: Matt Heiser
Village Administrator

Date: November 14, 2025

Re: November 18, 2025 Meeting Agenda Item 6(a)
Review, discussion and possible action on Resolution No. 2025-15: A Resolution To
Discontinue a Portion of Quinlan Drive Right-of-Way.

BACKGROUND

Cornerstone Development, the developer of The Glen, has been working with the Village to develop an existing outlot. In reviewing the outlot proposed for conversion, it was determined discontinuance of a portion of right of way adjacent to the outlot would be required for the developer to pursue an application for outlot conversion under Village code. The Village Attorney advised on a process to vacate a public right-of-way initiated by the Village that included involving the appropriate sub-committees.

The Village recently updated its zoning code to allow for the conversion of an outlot to a residential lot. Outlot 2 is still too small for construction because of a right-of-way dedicated to the Village when the development was approved. The right-of-way was based on a potential future widening of Quinlan to current Village standards but it is wider than the right-of-way for existing lots on that street.

The Plan Commission met on July 1, 2025 and recommended to vacate 6.5 feet of the right-of-way. The Public Works and Safety Committee met on August 1, 2025 and recommended the same discontinuance.

The Village Board introduced Resolution 2025-15 at its October 7, 2025 meeting and scheduled the public hearing for November 18 as well.

ACTION REQUESTED

The action requested of the Village Board is to approve Resolution 2025-15.

ANALYSIS

Current Village standards for a total street right-of-way is 60 feet. The current right-of-way on Quinlan is 49 feet. The current size of the right-of-way in front of Outlot 2 is 11 feet. The DPW advised the Plan Commission that, if a future road expansion were to occur, 5.5 feet from both sides of the street would bring the street up to current standards. Thus Public Works requested retaining 5.5 feet of right-of-way in front of Outlot2.

The Village Planner calculated that in order to make the lot buildable it needed an additional 6.5 feet from the current dedicated right-of-way.

The Planning Commission and Public Works and Safety Committee recommended discontinuing 6.5 feet of right-of-way. This would only leave 4.5 feet of right-of-way on that side of the street for any future road expansion.

Attachments:

1. Resolution 2025-15 (with Exhibits attached)

RESOLUTION NO. 2025-15

RESOLUTION TO DISCONTINUE A PORTION OF QUINLAN DRIVE RIGHT-OF-WAY

WHEREAS, the Village of Pewaukee has reviewed the potential discontinuance of a portion of public right-of-way known as Quinlan Drive; and

WHEREAS, the Village of Pewaukee Plan Commission on July 1, 2025 reviewed the possible discontinuance of a portion of Quinlan Drive right-of-way, and recommended that a 6.5 foot by 55.5 foot portion of Quinlan Drive directly adjacent to Outlot 2 of The Glen at Pewaukee Lake Subdivision be discontinued, vacated, and reverted back to the adjoining property from which it was previously dedicated; and

WHEREAS, the Village of Pewaukee Public Works and Safety Committee on August 5, 2025 also considered and recommended discontinuing and vacating the portion of right-of-way adjacent to Outlot 2 of The Glen at Pewaukee Lake Subdivision, with the recommended discontinued area being identical to that recommended by the Village Plan Commission; and

WHEREAS, upon receipt of the Plan Commission's and Public Works and Safety Committee's recommendations, pursuant to Wis. Stat. Sec. 66.1003(4)(a), the Village Board of the Village of Pewaukee introduced this resolution on October 7, 2025, initiating proceedings to discontinue a portion of right-of-way; and

WHEREAS, the Village filed a lis pendens with the Waukesha County Register of Deeds regarding this proposed discontinuance; and

WHEREAS, a Class III notice that advised the public that the Village Board would consider the discontinuance of this right-of-way was inserted in the Waukesha Freeman on October 21, October 28, and November 4, 2025; and

WHEREAS, notice of this resolution and public hearing was served on the owners of the property abutting the discontinued right-of-way; and

WHEREAS, a copy of the public notice inserted into the Waukesha Freeman, proof of publication, and proof of service is attached hereto as Exhibit A; and

WHEREAS, the Village Board on the 18th day of November, 2025 considered the resolution to discontinue the right-of-way known as a portion of Quinlan Drive, and more particularly described and depicted on Exhibit B attached hereto and incorporated fully herein; and

WHEREAS, the Village Board has determined that no need therefore exists for said portion of the public right-of-way and the discontinuance of a portion of Quinlan Drive is in the public interest; and

NOW, THEREFORE, pursuant to Wis. Stat. Sec. 66.1003, it is hereby resolved that a portion of Quinlan Drive right-of-way more particularly described and depicted on Exhibit B attached hereto and fully incorporated herein is hereby discontinued and vacated. Title to the discontinued portion of right-of-way shall revert to The Glen at Pewaukee Lake, LLC, owner of Outlot 2 of the Glen at Pewaukee Lake Subdivision, which adjoins the public way discontinued. All easements and restrictions granted to the Village of Pewaukee within the discontinued portion of Quinlan Drive shall be retained by the Village. A certified copy of this resolution shall be recorded with the Waukesha County Register of Deeds. Attached hereto and fully incorporated herein as Exhibit B is a map and description of the lands affected.

Adopted and approved this ____ day of _____, 2025.

APPROVED:

Jeff Knutson, Village of Pewaukee President

Countersigned:

Jenna Peter, Village Clerk

EXHIBIT A

[Class III Notice, Proof of Publication, and Proof of Service]

AFFIDAVIT OF PUBLICATION

State of Wisconsin Circuit Court Waukesha County

PROOF OF PUBLICATION

Telephone Number: 262-691-5660

ACCT Number: 633307

Invoice # 109299011

Account Name: Pewaukee, Village of
Address: 235 Hickory St
Pewaukee, WI 53072

Conley Media LLC
PO BOX 478
Beaver Dam WI 53916
262-306-5000

IN THE MATTER OF: 11.18.25 Village Meeting
AD Number: 109299011

AD Cost: 52.80

I, Alane Arneman, being sworn, state:

I am the billing coordinator of the Waukesha Freeman, a public newspaper of general circulation, printed and published in the English language in the City of Waukesha, in Waukesha County, Wisconsin, and fully complying with the laws of Wisconsin relating to the publication of legal notices.

The notice, of which a printed copy attached hereto, is a true copy taken from the newspaper as published on the following dates.

10/21/25;10/28/25;11/4/25

Signed: _____

Alane Arneman

Alane Arneman, Billing Coordinator

STATE OF WISCONSIN SS.
WAUKESHA COUNTY

Personally came before me, this date of November 4, 2025
the above named Alane Arneman to me known to be the person who executed
the foregoing instrument and acknowledged the same.

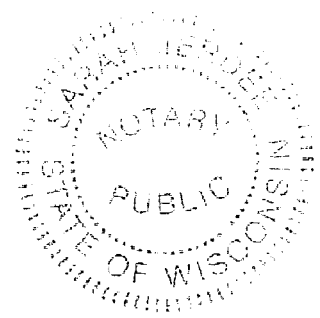
Signed: _____

Sarah Jerdee

Sarah Jerdee

Notary Public, Wisconsin

My Commission expires: 2/4/28



EXHIBIT

A

PENGAD 800-631-6889

WORLD SERIES

Smith delivers as Dodgers win Fall Classic in extras

Hits go-ahead HR in 11th inning

By Ronald Blum
AP Baseball Writer

TORONTO — In a World Series for the ages that went back and forth again, Wil Smith delivered the biggest swing of all for the Los Angeles Dodgers.

Smith connected in the 11th for the first extra-inning homer in a winner-take-all title game, and Miguel Rojas became the first player to hit a home run in the ninth inning of a Game 7. On a roller-coaster night of see-sawing emotions, the

Dodgers outlasted the Toronto Blue Jays 4-3 Saturday to become the first repeat champion in a quarter-century.

"You dream of those moments," Smith said of the 4-hour, 7-minute thriller. "I'll remember that for ever."

In the type of dramatic Game 7 that kids conjure in backyards, the Blue Jays led 3-0 on Bo Bichette's third-inning homer off Shohei Ohtani and 4-2 before Max Muncy's eighth-inning solo homer off star rookie Trey

Toronto was two outs from its first championship since 1993 when Rojas, inserted into the lineup in Game 6 to provide some energy, homered on a full-count slider from Jeff Hoffman and stunted the Rogers Centre crowd of 44,713.

"I've cost everybody in here a World Series ring," Hoffman said.

Rojas hadn't homered since Sept. 19. "I had a conversation with my wife," he said. "She told me something big was waiting for me."

World Series MVP Yoshinobu Yamamoto escaped a

bases-loaded jam in the bottom half, and Toronto reliever Seanthyron Dominguez stranded three Dodgers runners in the 10th.

Smith, who hit a go-ahead homer in Game 2, sent a 2-0 pitch from Shane Bieber into Toronto's bullpen in left field, where it bounced into the seats and gave the Dodgers their first lead of the night. Running between first and second, Smith

raised his arms in triumph. "He hung a slider," Smith said. "I banged it."

Bieber, the 2020 AL Cy Young Award winner, was making his first relief appearance since 2019.

"He was looking for it and I didn't execute," he said.

Of course, there had to be even more drama in just the sixth winner-take-all Series game to go extra innings. It matched the Marlins' 3-2 win over Cleveland in 1997 as the second-longest Game 7, behind only the Washington Senators' 4-3, 12-inning victory against the New York Giants in 1924.

Vladimir Guerrero Jr. doubled leading off the bottom of the 11th and was sacrificed to third. Addison Barger walked and Alejandro Kirk hit a broken bat grounder to shortstop Mookie Betts, who started a

title-winning 6-6-3 double play it was only the second double play to end a Series.

After the Yankees turned one in 1947 against the Dodgers.

"I thought we had chances to sweep them," Blue Jays manager John Schneider said. "Going back to the beginning of the Series when people were calling it David vs. Goliath, it's not even close."

Smith set a Series record by catching 13 innings. Betts earned his fourth title in the finale of baseball's 150th major league season, the first that began and ended outside the United States.

Packers

From Page 1B

The ugly

TUCKER KRAFT INJURY: Green Bay tight end Tucker Kraft was in the middle of an All-Pro season. Kraft entered Week 9 with 30 catches for 469 yards and six touchdowns, and aside from quarterback Jordan Love, is the most important player on Green Bay's offense.

Unfortunately for the Packers, Kraft's year is over after he suffered a torn right ACL.

Early in the third quarter, Green Bay guard Sean Ryan appeared to be cut blocked by Carolina linebacker Nic Scourton. Ryan stumbled backward and into Kraft's knee, which seemed to buckle.

Kraft was down for several minutes, needed help getting off the field and was carted to the locker room. Afterward, the Packers feared the worst, and tests on Monday confirmed the ACL tear.

"Yeah, that was real tough," wideout Christian Watson said. "He's definitely a big part of our offense, a big part of this team. To see anybody go down, but especially a guy like him, it's a tough blow. We're definitely a better offense when he's out on the field."

Ryan was extremely bothered by how the play unfolded.

"I got ... cut on my pull, so I don't know what happened," Ryan said. "All I know is that (expletive) belt was on me, so I had to try to avoid my knees getting clipped out, too. So it's one of those things of terrible circumstances and ... just didn't come out right for us."

Kraft turned 25 on Monday, making it a brutal birthday for him and

a dreadful outcome for the Packers.

"He means a lot, man. Means a lot," wideout Romeo Doubs said of Kraft. "I get to watch him work his craft every single day and he's one of our leaders on this team. Again, not the best feeling in the world, not something you want to see, not something you wanna wish on any one that you love or hate. But in this league, it just comes down to the next man up, as sad as it sounds."

DECISIONS, DECISIONS: Jordan Love threw into triple coverage on a deep ball for Christian Watson in the third quarter. Safety Tre von Moehring intercepted and returned it 36 yards to the Green Bay 38.

Love got away with two earlier balls into double coverage. On this play he wasn't so fortunate.

"Yeah, they were playing quarters (coverage) to the side. Christian was on and we had a play dialed up," Love said. "I wanted to throw one past them and the back safety was playing close and I didn't see him. He was able to push over. We didn't have anyone holding him back side, so he was able to push over and it was pretty much like a punt return. Just a bad decision."

RED ZONE, DEAD ZONE: Green Bay went just 1 for 4 in the red zone, with two field goals, a fumble and a touchdown.

"It's very frustrating," Love said. "I think everybody was feeling that as an offense. It's one of those areas we've got to find ways to improve and keep building and put up more points."

The bad

RUSHING DEFENSE: Green Bay entered the day ranked No. 3 in rushing defense, allowing 78.9 yards per game. But the Packers couldn't stop running back Rico

Dowdle and Carolina's rushing attack.

Dowdle had 25 carries for 130 yards and two touchdowns. Carolina also finished with 163 rushing yards, more than double what Green Bay was allowing.

"We really couldn't stop the run," Green Bay linebacker Quay Walker said. "We already knew what their mindset was, was to come in and run the ball. Any time they can run the ball pretty good, all of their wins come off the run game being pretty good. We just couldn't stop the run for some reason and I just think that was the main thing."

WALKING WOUNDED: The Packers entered the game without wideouts Jayden Reed (injured reserve list) and Dontayvion Wicks (cal).

Green Bay then lost Kraft (knee), wideout Matthew Golden (shoulder) and Watson (concussion). While Watson did return after a lengthy absence, Kraft and Golden did not.

That left Love to play catch with the likes of tight ends Luke Musgrave and John FitzPatrick, and wideouts Malik Heath and Savion Williams for much of the second half.

"You would like to say it's no excuse, but that's your receiver got to ... continue to build on the foundation we have here until we get those guys back. All of those guys are huge pieces of our offense, just because of the attention they demand."

SHOOTING THEMSELVES: The Packers drove to the Panthers' 14 on their second drive, then self-destructed.

Center Elton Jenkins was flagged for an illegal snap, then Love was sacked by defensive tackle Luke Whitworth, who whipped right guard Jordan Morgan. Wat-

son was hit with a false-start penalty, then Emanuel Wilson dropped a screen pass.

Kicker Brandon McManus nailed the Packers out, though, by drilling a 49-yard field goal.

"You know it's the same things we've had in our week where self-inflicted wounds — start off a little slow on our end, but we are accountable for the game," Doubs said. "There is no beating around the bush. We lost the game. We just gotta find a way to be better moving forward."

DDD CHOICE: Green Bay trailed 13-6 and had a fourth and 8 from Carolina's 8-yard line with 10:45 remaining in the game.

Instead of taking the points, LaFleur opted to go for it. Love was flushed from the pocket, scrambled for several seconds and eventually threw incomplete for Doubs.

"Ah, you know, hindsight's 20/20," LaFleur said. "I wish we would've taken the points. Didn't do that there. Um, yeah, bad decision."

COSTLY FUMBLE: Williams lost a fumble on the Packers' opening drive.

Green Bay drove 55 yards in eight plays and had a first and 10 at Carolina's 16. Love flipped a pass to Williams in the left flat, and for some reason he ran up the back of fellow wideout Romeo Doubs.

Christian Roseboom flew in and forced a fumble that Nick Scott recovered.

"I wouldn't say that sucks the wind out of you, but it's hard to score in general in the NFL and just to get down there, past the 35, is hard, too," Ryan said. "So we've just got to end each drive with points. If that's a touchdown, a field goal, just end with points."

THIS AND THAT: Green Bay had six penalties for 39 yards in the first half and finished seven penalties for 42 yards. ... Left guard

Aaron Banks left in the second quarter with a stinger and didn't return. ... McManus made his first two field goals, but missed a 43-yarder. ... Defensive tackle Colby Wooden suffered a shoulder injury in the first half and didn't return.

The good

CLUTCH DRIVE: Not much went right for Green Bay's offense all day.

The Packers — who entered the game with just three turnovers all year — had two against the Panthers.

Green Bay put together a 12-play, 71-yard touchdown drive late in the game, though, that gobbled up 4:52 and helped the Packers tie things, 13-13. Running back Josh Jacobs capped the march with a 1-yard TD run in which he was originally ruled short, but the call was reversed after a review.

Musgrave was big on the drive with a 21-yard reception and Heath had an 11-yard catch.

X MARKS THE SPOT: Green Bay safety Xavier McKinney had a terrific stretch of plays on Carolina's second series.

The Panthers drove to the Packers' 17, where on first down McKinney had a sack and a forced fumble on Young, that Carolina's Chuba Hubbard recovered.

Then on third-and-6, McKinney intercepted Young in the endzone to kill the Panthers' drive.

THIS AND THAT: Love became the second-fastest player in team history to reach 10,000 passing yards. Love did so on the 1,308th passing attempt of his career, behind only Aaron Rodgers (1,299).

The Packers never punted. ... Williams had a 33-yard kickoff return in the second quarter. ... Tyron Hopper had a big hit on a Carolina kickoff return. ... Doubs had seven catches for 91 yards.

Southeast Wisconsin

LEGAL NOTICE

FOR PUBLICATION

444 Firewood
Firewood
Mixed hardwood
Call 262-462-0201

450 Peli Supps
Waukegan
Call 262-470-3887

469 Rooms For Rent
Rooms for rent
in Waukegan
Call 262-744-4000

2005 Legal Notice
prospective bidders to check this website for any future amendments, questions, etc. prior to the date of the sale. Addenda must be signed and acknowledged by the bidder. Signature page in the area provided. Failure to do so may result in your bid being rejected. A mandatory pre-bid meeting will be held on November 13th, 2025, at 10:00 a.m. at the location listed below. Please be on time as no accommodations will be made for late arrivals. NOTE: This will be the only opportunity for the bidders to view the property, therefore, be sure to bring all potential questions. Vendors are also reminded to bring the bid 48 hours prior to the date of the sale. Bids will be opened on November 13th, 2025, at 10:00 a.m. at the location listed below. Bids will be opened on November 13th, 2025, at 10:00 a.m. at the location listed below. Bids will be opened on November 13th, 2025, at 10:00 a.m. at the location listed below.

2005 Legal Notice
prospective bidders to check this website for any future amendments, questions, etc. prior to the date of the sale. Addenda must be signed and acknowledged by the bidder. Signature page in the area provided. Failure to do so may result in your bid being rejected. A mandatory pre-bid meeting will be held on November 13th, 2025, at 10:00 a.m. at the location listed below. Please be on time as no accommodations will be made for late arrivals. NOTE: This will be the only opportunity for the bidders to view the property, therefore, be sure to bring all potential questions. Vendors are also reminded to bring the bid 48 hours prior to the date of the sale. Bids will be opened on November 13th, 2025, at 10:00 a.m. at the location listed below. Bids will be opened on November 13th, 2025, at 10:00 a.m. at the location listed below. Bids will be opened on November 13th, 2025, at 10:00 a.m. at the location listed below.

NOTICE OF RIGHT OF WAY DISCONTINUANCE – VILLAGE OF PEWAUKEE

Pursuant to Wis. Stat. sec. 66.1003(4) and Wis. Stat. sec. 66.1003(8)(b), the Village of Pewaukee Village Board will hold a Public Hearing and will consider a resolution to discontinue a portion of Quinlan Drive right-of-way at its regularly scheduled meeting at the Village Board room on November 18, 2025 at 235 Hickory St., Pewaukee, WI 53072 starting at 6:00 P.M. A complete copy of the Resolution and a description and map of the area proposed to be discontinued is on file and open for public inspection during normal business hours. Please contact the Village Clerk at (262) 691-5660 for further information.

DECLARATION OF ACCEPTED SERVICE

John ~~Whalen~~^{Wahlen}, under penalty of false swearing under the law of Wisconsin, declares and states as follows:

1. That I am John ~~Whalen~~^{Wahlen}, and I have personal knowledge of the facts set forth herein.
2. That I am a principal and agent of The Glen at Pewaukee Lake, LLC, a Wisconsin Limited Liability Company, and am duly authorized to sign and accept service of process on behalf of that entity.
3. That The Glen of Pewaukee Lake, LLC is the owner of certain real property located in the Village of Pewaukee, Wisconsin having Tax Key No. PWV0893122.
4. That on the 22nd day of OCTOBER, 2025 at approximately 3:30 a.m./p.m., I accepted service of the attached Notice of Right-Of-Way Discontinuance, Draft Resolution No. 2025-15 a Resolution to Discontinue a Portion of Quinlan Drive Right-Of-Way, and Vacation Exhibit on behalf of The Glen at Pewaukee Lake, LLC.
5. I therefore acknowledge receipt of notice of the public hearing scheduled by the Village Board of the Village of Pewaukee on November 18, 2025 related to the discontinuance of a portion of Quinlan Drive Right-Of-Way adjoining PWV0893122 and waive any defenses to being served personally by a private process server or by some other means of personal service, as required by Wis. Stat. § 66.1003(4)(b).
6. I declare under penalty of false swearing under the law of Wisconsin that the foregoing Declaration of Accepted Service is true and correct.

Dated this 22nd day of OCTOBER, 2025 at SUSSEX, WISCONSIN.
[CITY] [STATE]

THE GLEN AT PEWAUKEE LAKE, LLC

By: John J. Wahlen
John ~~Whalen~~^{Wahlen}
Wahlen

DECLARATION OF PERSONAL SERVICE

Case: n/a	Court:	Court Date:	County: Waukesha	Job (Client no.): 14335284
Plaintiff / Petitioner: Village Board of the Village of Pewaukee			Defendant / Respondent: Bruce Friesch	
Received by: Paper Boy Process Service, Inc			For: Hippenmeyer, Reilly, Blum, Schmitzer & Fabian S,C,	
To be served upon: Bruce Friesch				

I, Anthony DiBrito, being duly sworn, depose and say: I am over the age of 18 years and not a party to this action, and that within the boundaries of the state where service was effected, I was authorized by law to make service of the documents and informed said person of the contents herein

Recipient Name / Address: Bruce Friesch, HOME: 320 QUINLAN DRIVE, PEWAUKEE, WI 53072

Manner of Service: Personal/Individual, Oct 13, 2025, 5:03 pm CDT

Documents: Letter, Notice of Right of Way Discontinuance - Village of Pewaukee, Resolution to discontinue a Portion of Quinlan Drive Right-of-Way, Exhibits A-B

Additional Comments:

1) Successful Attempt: Oct 13, 2025, 5:03 pm CDT at HOME: 320 QUINLAN DRIVE, PEWAUKEE, WI 53072 received by Bruce Friesch. Age: 60's; Ethnicity: Caucasian; Gender: Male; Weight: 240; Height: 5'10"; Hair: Gray;

Fees: \$65.00



10/13/2025

Anthony DiBrito

Date

Paper Boy Process Service, Inc
PO BOX 18
Elm Grove, WI 53122
414-839-9306

DECLARATION OF PERSONAL SERVICE

Case: n/a	Court:	Court Date:	County: Waukesha	Job (Client no.): 14335273
Plaintiff / Petitioner: Village Board of the Village of Pewaukee			Defendant / Respondent: Lynda Kimpel	
Received by: Paper Boy Process Service, Inc			For: Hippenmeyer, Reilly, Blum, Schmitzer & Fabian S,C,	
To be served upon: Lynda Kimpel				

I, Anthony DiBrito, being duly sworn, depose and say: I am over the age of 18 years and not a party to this action, and that within the boundaries of the state where service was effected, I was authorized by law to make service of the documents and informed said person of the contents herein

Recipient Name / Address: Lynda Kimpel, HOME: 487 WEST WISCONSIN AVENUE, PEWAUKEE, WI 53072

Manner of Service: Personal/Individual, Oct 13, 2025, 5:01 pm CDT

Documents: Letter, Notice of Right of Way Discontinuance - Village of Pewaukee, Resolution to discontinue a Portion of Quinlan Drive Right-of-Way, Exhibits A-B

Additional Comments:

1) Successful Attempt: Oct 13, 2025, 5:01 pm CDT at HOME: 487 WEST WISCONSIN AVENUE, PEWAUKEE, WI 53072 received by Lynda Kimpel.
Age: 60's; Ethnicity: Caucasian; Gender: Female; Weight: 180; Height: 5'7"; Hair: Black;

Fees: \$65.00



10/13/2025

Anthony DiBrito

Date

Paper Boy Process Service, Inc
PO BOX 18
Elm Grove, WI 53122
414-839-9306

EXHIBIT B

[Map and Legal Description of Discontinued Area]

VACATION EXHIBIT

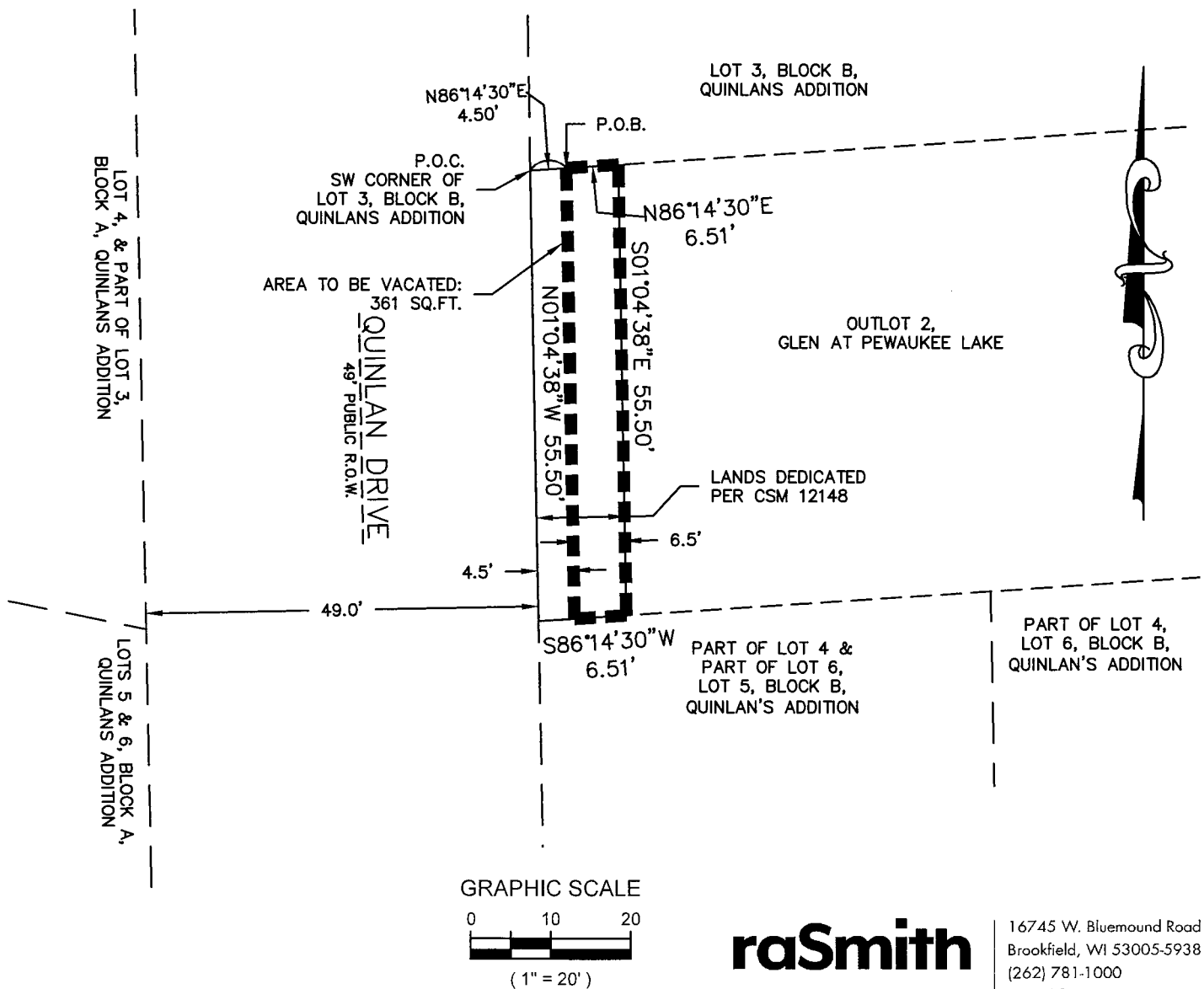
RIGHT-OF-WAY VACATION

A portion of lands dedicated to the Village of Pewaukee in Certified Survey Map No. 12148, recorded as Document No. 4568440, being a part of the Northwest 1/4 of the Northeast 1/4 of Section 8, Township 7 North, Range 19 East, in the Village of Pewaukee, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of Lot 3, Block B, of Quinlan's Addition, thence North $86^{\circ}14'30''$ East along the South line of said Lot 3, a distance of 4.50 feet to the point of beginning; thence North $86^{\circ}14'30''$ East along said South line 6.51 feet to a point; thence South $01^{\circ}04'38''$ East along the West line of Outlot 2 in Glen at Pewaukee Lake Subdivision for a distance of 55.50 feet to a point on the South line of said Outlot 2; thence South $86^{\circ}14'30''$ West along said South line 6.51 feet to a point; thence North $01^{\circ}04'38''$ West 55.50 feet to the point of beginning.

Said lands containing 361 square feet or 0.0083 acres.

Date: August 18, 2025





To: Jeff Knutson, President
Trustees of the Village Board

From: Matt Heiser
Village Administrator

Date: November 11, 2024

Re: November 18, 2025 Meeting Agenda Item 6(b)
Review, discussion and possible action on Resolution No. 2025-16, A Resolution
Establishing the Fire-EMS Protection Fee Emergency Service Equivalent (ESE) Fee

BACKGROUND

The Village Board approved Ordinance 2023-22 establishing a fee to pay for the provision of Fire/EMS services. The ordinance requires that the Village set the fee for an ESE every year by resolution.

ACTION REQUESTED

The action requested of the Village Board is to approve Resolution No. 2025-16.

ANALYSIS

The Village received the annual notice from the City with the budgeted amounts for Fire/EMS service next year. The new amount is driven by a variety of factors composing the Village total:

- The Fire Department saw an increase of 6.58% in total spending
- The Village's portion went from 37.9% to 36.3% due to a decrease in call volume
- The amount paid to the City increased from 92% to 94% of the Village's portion per the terms of the agreement with the City.
- The net result is an increase of 2.67% in the amount the Village owes the City.

The calculation of the proposed 2025 fee (for the 2026 budget) is proposed as follows:

City Fire Dept Budget (not including Lisbon)	\$8,107,813
Percentage of runs attributed to the Village:	36.30%
Village Portion of the Fire Dept Budget:	\$2,943,136
94% of the Village Portion:	\$2,766,548

Amount Owed to the City	\$2,766,548
Subtracting other fire-related revenues:	
Ambulance Fees	-\$304,943
Fire Inspection Charges	-\$84,000
Fire Insurance Taxes (2% Dues)	<u>-\$55,000</u>
Target Amount to Recover Via Fees	<u>\$2,322,605</u>

The resulting fee for an ESE would be: \$450.

- That is an increase of \$11.00 or 2.51%

Staff are in the process of confirming new development information with the City to update the total number of residences.

The recommended ESE charge of \$450 captures the cost to the Village without over-charging any of the property classes.

Attachments:

1. Resolution No. 2025-16

RESOLUTION NO. 2025-16**RESOLUTION ESTABLISHING THE FIRE EMS-PROTECTION FEE EMERGENCY
SERVICE EQUIVALENT (ESE) FEE**

WHEREAS, the Village Board has adopted Ordinance No. 2023-22 on November 7, 2023, as amended by Ordinance No. 2024-07 adopted on November 6, 2024, for the purpose of creating a Fire-EMS Protection Fee to recover costs incurred by the Village in contracting fire-EMS services through assessment to properties in proportion to the benefit received by the demand for service,

WHEREAS, the annual fee is based on a methodology utilizing Emergency Service Equivalents (ESEs), whereby the total amount of the Village's required contract for fire-EMS services for that year shall be divided by the total number of ESEs located within the Village to arrive at a stated dollar amount per single ESE; and

WHEREAS, the previous ESE Amount adopted by Resolution No. 2024-17 was \$439, until such time as that amount may be amended by subsequent action of the Village Board; and

WHEREAS, Section 93.104(a) requires that the Fire-EMS Fee be annually established by the Village by means of adoption of a fee schedule by resolution of the Village Board on or before the last Tuesday of November each year; and

NOW, THEREFORE, BE IT RESOLVED that pursuant to the procedure set forth in Section 93.104(a) the Village Board establishes the following Emergency Service Equivalent (ESE) Fee, as a stated dollar amount per single ESE, to be assigned in accordance with Section 93.104 of the Village Code of Ordinances until such time as the fee may be amended by subsequent action of the Village Board:

ESE AMOUNT: \$450.00

Dated this 18th day of November, 2025.

APPROVED:

Jeff Knutson, Village of Pewaukee President

Countersigned:

Jenna Peter, Village Clerk



To: Jeff Knutson, President
Trustees of the Village Board

From: Matt Heiser
Village Administrator

Date: November 12, 2024

Re: November 18, 2025 Meeting Agenda Item 6(c)
Review, discussion and possible action on Resolution No. 2025-17: A Resolution
Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed
\$2,780,000 General Obligation Promissory Notes.

BACKGROUND

The 2026 budget proposals have included a borrowing to fund capital projects and purchases. The total borrowing proposed is \$2,780,000. Details of the capital fund can be found in the budget proposal.

ACTION REQUESTED

The action requested of the Village Board is to approve Resolution 2025-17.

ANALYSIS

This resolution was provided by Quarles and Brady. They are the bond counsel contracted by the Village to provide legal advice to comply with the Federal requirements of a municipal borrowing. The Resolution sets the parameters within which Village staff and the Village financial advisors (Baird) must work when they go to market for the borrowing.

Attachments:

1. Resolution 2025-17.
2. Village Financing Plan provided by Baird.

RESOLUTION NO. 2025-17

RESOLUTION AUTHORIZING THE ISSUANCE AND
ESTABLISHING PARAMETERS FOR THE SALE OF NOT TO
EXCEED \$2,780,000 GENERAL OBLIGATION PROMISSORY NOTES

WHEREAS, the Village Board hereby finds and determines that it is necessary, desirable and in the best interest of the Village of Pewaukee, Waukesha County, Wisconsin (the "Village") to raise funds for public purposes, including paying the cost of capital improvement projects and acquisition of equipment (the "Project");

WHEREAS, the Village Board hereby finds and determines that the Project is within the Village's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, the Village is authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes;

WHEREAS, it is the finding of the Village Board that it is necessary, desirable and in the best interest of the Village to authorize the issuance of and to sell the general obligation promissory notes (the "Notes") to Robert W. Baird & Co. Incorporated (the "Purchaser");

WHEREAS, the Purchaser intends to submit a note purchase proposal to the Village (the "Proposal") offering to purchase the Notes in accordance with the terms and conditions to be set forth in the Proposal; and

WHEREAS, in order to facilitate the sale of the Notes to the Purchaser in a timely manner, the Village Board hereby finds and determines that it is necessary, desirable and in the best interest of the Village to delegate to the President and Village Administrator (the "Authorized Officers") of the Village the authority to accept the Proposal on behalf of the Village so long as the Proposal meets the terms and conditions set forth in this Resolution by executing a certificate in substantially the form attached hereto as Exhibit A and incorporated herein by reference (the "Approving Certificate").

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village that:

Section 1. Authorization and Sale of the Notes; Parameters. For the purpose of paying costs of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of not to exceed TWO MILLION SEVEN HUNDRED EIGHTY THOUSAND DOLLARS (\$2,780,000) from the Purchaser upon the terms and subject to the conditions set forth in this Resolution. Subject to satisfaction of the condition set forth in Section 16 of this Resolution, the President and Village Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the Village, Notes aggregating the principal amount of not to exceed TWO MILLION SEVEN HUNDRED EIGHTY THOUSAND DOLLARS (\$2,780,000). The purchase price to be paid to the Village for the Notes shall not be less than 96.75% of the principal amount of the Notes and the

difference between the initial public offering price of the Notes and the purchase price to be paid to the Village by the Purchaser shall not exceed 3.25% of the principal amount of the Notes, with an amount not to exceed 1.00% of the principal amount of the Notes representing the Purchaser's compensation and an amount not to exceed 2.25% of the principal amount of the Notes representing costs of issuance, including bond insurance premium (if any), payable by the Purchaser or the Village.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes"; shall be issued in the aggregate principal amount of up to \$2,780,000; shall be dated as of their date of issuance; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and mature or be subject to mandatory redemption on the dates and in the principal amounts set forth below, provided that the principal amount of each maturity or mandatory redemption amount may be increased or decreased by up to \$275,000 per maturity or mandatory redemption amount and that the aggregate principal amount of the Notes shall not exceed \$2,780,000. Any maturity or mandatory redemption payment may be eliminated, at the option of the Village, if the amount of such maturity or mandatory redemption payment is less than or equal to \$275,000. The schedule below assumes the Notes are issued in the aggregate principal amount of \$2,780,000.

<u>Date</u>	<u>Principal Amount</u>
03-01-2026	\$220,000
03-01-2027	275,000
03-01-2028	240,000
03-01-2029	250,000
03-01-2030	265,000
03-01-2031	275,000
03-01-2032	290,000
03-01-2033	305,000
03-01-2034	320,000
03-01-2035	340,000

Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2026 or on such other date approved by the Authorized Officers in the Approving Certificate. The true interest cost on the Notes (computed taking the Purchaser's compensation into account) shall not exceed 4.25%. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

Section 3. Redemption Provisions. The Notes shall be subject to optional redemption as set forth on the Approving Certificate. If the Proposal specifies that certain of the Notes shall be subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment to the Approving Certificate labeled as Schedule MRP. Upon the optional redemption of any of the Notes subject to mandatory redemption, the principal amount of such Notes so redeemed shall be credited against the mandatory redemption payments established in the Approving Certificate in such manner as the Village shall direct.

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit B and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the Village are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the Village a direct annual irrepealable tax in the years 2025 through 2034 for the payments due in the years 2026 through 2035 in the amounts as are sufficient to meet the principal and interest payments when due.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the Village shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the Village and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the Village for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the Village then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There shall be and there hereby is established in the treasury of the Village, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the Village may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes - 2025" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the Village at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the Village above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as

specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the Village, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the Village, unless the Village Board directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the Village and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the Village, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The Village represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section

141 of the Code. The Village further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The Village further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The Village Clerk or other officer of the Village charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the Village certifying that the Village can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The Village also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the Village will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Notes are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the Village by the manual or facsimile signatures of the President and Village Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the Village of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the Village has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The Village hereby authorizes the officers and agents of the Village to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 12. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by Associated Trust Company, National Association, which is hereby appointed as the Village's registrar and fiscal agent pursuant to the provisions of Section

67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The Village hereby authorizes the President and Village Clerk or other appropriate officers of the Village to enter into a Fiscal Agency Agreement between the Village and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Notes.

Section 13. Persons Treated as Owners; Transfer of Notes. The Village shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the President and Village Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The Village shall cooperate in any such transfer, and the President and Village Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 14. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the Village at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the Village agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the Village Clerk or other authorized representative of the Village is authorized and directed to execute and deliver to DTC on behalf of the Village to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the Village Clerk's office.

Section 16. Condition on Issuance and Sale of the Notes. The issuance of the Notes and the sale of the Notes to the Purchaser are subject to approval by the Authorized Officers of the principal amount, definitive maturities, redemption provisions, interest rates and purchase price for the Notes, which approval shall be evidenced by execution by the Authorized Officers of the Approving Certificate.

The Notes shall not be issued, sold or delivered until this condition is satisfied. Upon satisfaction of this condition, the Authorized Officers are authorized to execute a Proposal with the Purchaser providing for the sale of the Notes to the Purchaser.

Section 17. Official Statement. The Village Board hereby directs the Authorized Officers to approve the Preliminary Official Statement with respect to the Notes and deem the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by the Authorized Officers or other officers of the Village in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate Village official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The Village Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 18. Undertaking to Provide Continuing Disclosure. The Village hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the Village to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the President and Village Clerk, or other officer of the Village charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the Village's Undertaking.

Section 19. Record Book. The Village Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 20. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the Village are authorized to take all actions necessary to obtain such municipal bond insurance. The President and Village Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the President and Village Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 21. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Village Board or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded November 18, 2025.

Jeffrey Knutson
President

ATTEST:

Jenna Peter
Village Clerk

(SEAL)

EXHIBIT A

APPROVING CERTIFICATE

The undersigned President and Village Administrator of the Village of Pewaukee, Waukesha County, Wisconsin (the "Village"), hereby certify that:

1. Resolution. On November 18, 2025, the Village Board of the Village adopted a resolution (the "Resolution") authorizing the issuance and establishing parameters for the sale of not to exceed \$2,780,000 General Obligation Promissory Notes of the Village (the "Notes") to Robert W. Baird & Co. Incorporated (the "Purchaser") and delegating to us the authority to approve the Preliminary Official Statement, to approve the purchase proposal for the Notes, and to determine the details for the Notes within the parameters established by the Resolution.

2. Proposal; Terms of the Notes. On the date hereof, the Purchaser offered to purchase the Notes in accordance with the terms set forth in the Note Purchase Agreement between the Village and the Purchaser attached hereto as Schedule I (the "Proposal"). The Proposal meets the parameters established by the Resolution and is hereby approved and accepted.

The Notes shall be issued in the aggregate principal amount of \$ _____, which is not more than the \$2,780,000 approved by the Resolution, and shall mature on March 1 of each of the years and in the amounts and shall bear interest at the rates per annum as set forth in the Pricing Summary attached hereto as Schedule II and incorporated herein by this reference. The first interest payment date on the Notes shall be [March 1, 2026]. The amount of each annual principal or mandatory redemption payment due on the Notes is not more than \$275,000 more or less per maturity or mandatory redemption amount than the schedule included in the Resolution as set forth below:

<u>Date</u>	<u>Resolution Schedule</u>	<u>Actual Amount</u>
03-01-2026	\$220,000	\$ _____
03-01-2027	275,000	_____
03-01-2028	240,000	_____
03-01-2029	250,000	_____
03-01-2030	265,000	_____
03-01-2031	275,000	_____
03-01-2032	290,000	_____
03-01-2033	305,000	_____
03-01-2034	320,000	_____
03-01-2035	340,000	_____

The true interest cost on the Notes (computed taking the Purchaser's compensation into account) is _____%, which is not in excess of 4.25%, as required by the Resolution.

3. Purchase Price of the Notes. The Notes shall be sold to the Purchaser in accordance with the terms of the Proposal at a price of \$_____, plus accrued interest, if any, to the date of delivery of the Notes, which is not less than 96.75% of the principal amount of the Notes, as required by the Resolution.

The difference between the initial public offering prices provided by the Purchaser of the Notes (\$_____) and the purchase price to be paid to the Village by the Purchaser (\$_____) is \$_____, or _____% of the principal amount of the Notes, which does not exceed 3.25% of the principal amount of the Notes. The portion of such amount representing Purchaser's compensation is \$_____, or not more than 1.00% of the principal amount of the Notes. The amount representing other costs of issuance [to be paid by the Village] is \$_____, which does not exceed 2.25% of the principal amount of the Notes.

4. Redemption Provisions of the Notes. The Notes maturing on March 1, _____ and thereafter are subject to redemption prior to maturity, at the option of the Village, on March 1, _____ or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the Village and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption. [The Proposal specifies that [some of] the Notes are subject to mandatory redemption. The terms of such mandatory redemption are set forth on an attachment hereto as Schedule MRP and incorporated herein by this reference.]

5. Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same respectively falls due, the full faith, credit and taxing powers of the Village have been irrevocably pledged and there has been levied on all of the taxable property in the Village, pursuant to the Resolution, a direct, annual irrepealable tax in an amount and at the times sufficient for said purpose. Such tax shall be for the years and in the amounts set forth on the debt service schedule attached hereto as Schedule III.

6. Preliminary Official Statement. The Preliminary Official Statement with respect to the Notes is hereby approved and deemed "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934.

7. Approval. This Certificate constitutes our approval of the Proposal, and the principal amount, definitive maturities, interest rates, purchase price and redemption provisions for the Notes and the direct annual irrepealable tax levy to repay the Notes, in satisfaction of the parameters set forth in the Resolution.

IN WITNESS WHEREOF, we have executed this Certificate on
_____, 2025 pursuant to the authority delegated to us in the Resolution.

Jeffrey Knutson
President

Matt Heiser
Village Administrator

COPY

SCHEDULE I TO APPROVING CERTIFICATE

Proposal

To be provided by the Purchaser and incorporated into the Certificate.

(See Attached)

COPY

SCHEDULE II TO APPROVING CERTIFICATE

Pricing Summary

To be provided by the Purchaser and incorporated into the Certificate.

(See Attached)

COPY

SCHEDULE III TO APPROVING CERTIFICATE

Debt Service Schedule and Irrepealable Tax Levies

To be provided by the Purchaser and incorporated into the Certificate.

(See Attached)

COPY

[SCHEDULE MRP

Mandatory Redemption Provision

The Notes due on March 1, _____, _____ and _____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on March 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on March 1, 20_____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on March 1, 20_____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on March 1, 20_____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on March 1, 20_____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)]

EXHIBIT B

(Form of Note)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
WAUKESHA COUNTY
NO. R-____ VILLAGE OF PEWAUKEE \$_____
GENERAL OBLIGATION PROMISSORY NOTE

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
March 1, _____, 2025 _____ % _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$ _____)

FOR VALUE RECEIVED, the Village of Pewaukee, Waukesha County, Wisconsin (the "Village"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2026 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by Associated Trust Company, National Association (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the Village are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$_____, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the Village pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of capital improvement projects and acquisition of equipment, as authorized by a resolution adopted on November 18, 2025, as supplemented by an Approving Certificate, dated _____, _____ [(the

"Approving Certificate") (collectively, the "Resolution"). Said Resolution is recorded in the official minutes of the Village Board for said date.

The Notes maturing on March 1, 20__ and thereafter are subject to redemption prior to maturity, at the option of the Village, on March 1, 20__ or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the Village, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

[The Notes maturing in the years _____ are subject to mandatory redemption by lot as provided in the Approving Certificate, at the redemption price of par plus accrued interest to the date of redemption and without premium.]

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the Village, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note has been designated by the Village Board as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Note is transferable only upon the books of the Village kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the Village appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal

Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the Village for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and Village may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

This Note shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the Village of Pewaukee, Waukesha County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified President and Village Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

VILLAGE OF PEWAUKEE
WAUKESHA COUNTY, WISCONSIN

By: _____
Jeffrey Knutson
President

(SEAL)

By: _____
Jenna Peter
Village Clerk

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes of the issue authorized by the within-mentioned Resolution of the Village of Pewaukee, Waukesha County, Wisconsin.

ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION

By _____
Authorized Signatory

COPY

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

The logo for the law firm BAIRD, consisting of the word "BAIRD" in white, serif, all-caps font, set against a blue parallelogram background.

Village of Pewaukee

2025 Financing Plan

November 18, 2025

Bradley D. Viegut, Managing Director

bviegut@rwbaird.com
777 East Wisconsin Avenue
Milwaukee, WI 53202
Phone 414.765.3827



Village of Pewaukee

2025 Financing Plan

November 18, 2025

Timeline

- Village Board reviews financing plan and considers parameters resolution..... November 18, 2025
 - Preparations are made for issuance
 - ✓ Official Statement
 - ✓ Bond Rating
 - ✓ Marketing
- Signature of Certificate to award notes (target date to finalize terms and interest rates) November 24, 2025
- Closing (funds available) December 15, 2025

Borrowing/Structure/Purpose

Estimated Size:	\$2,780,000
Issue:	General Obligation Promissory Notes
Purpose:	Roads and Equipment
Structure:	Matures March 1, 2026 - 2035
First Interest:	March 1, 2026
Anticipated Call Feature:	March 1, 2033
Estimated Interest Rate:	3.45%

Summary of Parameters

Not to exceed amount:	\$2,780,000
True Interest Cost (TIC) not to exceed:	4.25%

Village of Pewaukee

2025 Financing Plan

November 18, 2025

Preliminary Capital Improvement Financing Plan



				LEVY SUPPORTED						
				\$2,780,000						
				GENERAL OBLIGATION PROMISSORY NOTES						
				Dated: December 15, 2025 (First Interest: March 1, 2026)						
LEVY YEAR	YEAR DUE	EXISTING LEVY SUPPORTED DEBT SERVICE	EXISTING LEVY SUPPORTED MILL RATE (A)	PRINCIPAL (3/1)	INTEREST (3/1 & 9/1) TIC= 3.45%	LESS: HYPOTHETICAL BID PREMIUM	NET TOTAL	TOTAL LEVY SUPPORTED DEBT SERVICE	TOTAL LEVY SUPPORTED MILL RATE (A)	YEAR DUE
2024	2025	\$1,780,610	\$1.31					\$1,780,610	\$1.31	2025
2025	2026	\$1,531,688	\$1.04	\$220,000	\$93,344	(\$93,344)	\$220,000	\$1,751,688	\$1.19	2026
2026	2027	\$1,533,345	\$1.04	\$275,000	\$121,125	(\$46,677)	\$349,448	\$1,882,793	\$1.27	2027
2027	2028	\$1,523,134	\$1.03	\$240,000	\$108,250		\$348,250	\$1,871,384	\$1.27	2028
2028	2029	\$1,270,449	\$0.86	\$250,000	\$96,000		\$346,000	\$1,616,449	\$1.09	2029
2029	2030	\$1,092,746	\$0.74	\$265,000	\$83,125		\$348,125	\$1,440,871	\$0.98	2030
2030	2031	\$985,746	\$0.67	\$275,000	\$69,625		\$344,625	\$1,330,371	\$0.90	2031
2031	2032	\$963,125	\$0.65	\$290,000	\$55,500		\$345,500	\$1,308,625	\$0.89	2032
2032	2033	\$798,375	\$0.54	\$305,000	\$40,625		\$345,625	\$1,144,000	\$0.77	2033
2033	2034	\$692,900	\$0.47	\$320,000	\$25,000		\$345,000	\$1,037,900	\$0.70	2034
2034	2035	\$694,350	\$0.47	\$340,000	\$8,500		\$348,500	\$1,042,850	\$0.71	2035
2035	2036	\$586,550	\$0.40					\$586,550	\$0.40	2036
2036	2037	\$584,500	\$0.40					\$584,500	\$0.40	2037
2037	2038	\$587,150	\$0.40					\$587,150	\$0.40	2038
2038	2039	\$589,450	\$0.40					\$589,450	\$0.40	2039
2039	2040	\$586,450	\$0.40					\$586,450	\$0.40	2040
2040	2041	\$499,950	\$0.34					\$499,950	\$0.34	2041
				\$2,780,000	\$701,094	(\$140,021)	\$3,341,073	\$19,641,591		

(A) Mill rate is calculated using the 2024 & 2025 Equalized Valuations (TID-OUT) of \$1,357,611,200 and \$1,477,625,000, respectively, with annual growth of 0.00% thereafter.



To: Jeff Knutson, President
Trustees of the Village Board

From: Matt Heiser
Village Administrator

Date: November 12, 2025

Re: November 18, 2025 Meeting Agenda Item 7(a)
Review, discussion and possible action on proposed 2026 Village budgets.

BACKGROUND

The Village Board has reviewed budget proposals at the following meetings:

September 2 nd :	The General Fund, Pewaukee Public Library and Parks and Recreation.
September 16 th :	General Fund updates, Pewaukee Police Dept, Municipal Court and capital projects.
October 7 th :	General Fund updates, Public Works and Utilities
October 21 st :	General Fund updates, TID funds, Laimon Family Park, Lake Patrol, Cemetery Fund and Fire/EMS fee proposal.
November 4 th :	Review of all funds

ACTION REQUESTED

The action requested of the Village Board is to approve the proposed budgets.

ANALYSIS

Since the November 4th Village Board meeting staff made some minor changes in the General Fund reacting to updated 2025 actuals and additional review. The net result is a reduction in the proposed 2026 contribution of fund balance to be equal to the contribution in the 2025 budget.

The major changes in the 2026 budget include:

In operations:

- Contains a 3% raise for all Village staff.
- The Municipal Court is proposing to budget to split the Court Clerk position.
 - Presently the Court Clerk is a shared position with the Police Department Clerk. They roughly fund half the position wages and benefits.

- The court budget contains additional funds to create a workspace for this position since the Court Clerk would no longer reside in the Police Department.
- The court budget contains a proposed raise for the Court Clerk position that is greater than the 3% included for all other Village staff.
- The Police Department budget includes additional funding to back-fill the Police Clerk position so that it would be a full-time position. This is necessary to assist with customer service at the front counter and on the telephone.
- The net increase in cost to the Village for all of it is approximately \$40,000.
- If the Village Board approves the budget with this change it does not automatically enact these changes. It only sets aside the money to fund these changes if the Board approves them at a future meeting.
 - The Administrator would work with the Judge and Police Chief to propose an updated organizational chart to formalize these changes. This would come before the Board at a time closer to when the Judge wishes to make the change.
 - The Board would also need to act to grant the raise proposed by the Judge as a separate action.

The major changes in Capital projects include:

- 3 Street projects:
 - W. Wisconsin
 - Glacier (including replacing water main)
 - Prospect
- 2 Equipment purchases for the DPW

These will be funded by general obligation debt of \$2,780,000 a proposed use of \$500,000 from the infrastructure fund.

In its current state the budget summary would appear as follows:

General Fund				
	2025		2026 Proposed	
REVENUES	Budget		Budget	% Change
Taxes	\$3,641,887		\$3,904,076	7.20%
Special Assessments	\$2,500		\$2,500	0.00%
Intergov't Revenue	\$979,902		\$1,129,450	15.26%
Licenses & Permits	\$253,850		\$294,950	16.19%
Fines, Forfeits & Penalties	\$145,000		\$145,000	0.00%
Public Chargesfor Services	\$3,676,491		\$3,595,265	-2.21%
Misc Revenues	\$239,186		\$394,186	64.80%
Other Financing Sources	\$130,420		\$130,420	0.00%
TOTAL REVENUES	<u>\$9,069,236</u>		<u>\$9,595,847</u>	5.81%
EXPENDITURES				
General Government	\$977,684		\$1,093,454	11.84%
Public Safety	\$5,582,501		\$5,883,625	5.39%
Public Works	\$1,335,306		\$1,560,398	16.86%
Health& Human Services	\$5,243		\$6,800	29.70%
Culture, Rec & Education	\$737,216		\$785,633	6.57%
Conservation & Develop	\$15,802		\$17,000	7.58%
Capital Outlay	\$225,295		\$180,194	-20.02%
Other Financing Uses	\$15,500		\$65,500	
TOTAL EXPENDITURES	<u>\$8,894,547</u>		<u>\$9,592,604</u>	7.85%
Surplus (or deficit)	\$174,689		\$3,243	
Village Mill Rate	\$3.87016		\$3.99080	3.12%

If the Village Board approved the budget as presented the increase in Village property taxes would look as follows:

	2024	2025	Increase	
	Village taxes	Village taxes		
Property valued at \$300,000	\$1,161.00	\$1,197.00	\$36.00	3.10%
Property valued at \$350,000	\$1,354.50	\$1,396.50	\$42.00	3.10%
Property valued at \$400,000	\$1,548.00	\$1,596.00	\$48.00	3.10%

If the Village Board is not satisfied with the budget there is some time urgency to provide the County with information for the tax bills to be printed in early December. Additional meetings would need to be scheduled.

Attachments:

1. General fund proposed 2026 budget spreadsheet.
2. Capital fund proposed 2026 budget spreadsheet.
3. Debt Service fund proposed 2026 budget spreadsheet.
4. TID2 fund proposed 2026 budget spreadsheet.
5. TID3 fund proposed 2026 budget spreadsheet.
6. TID4 fund proposed 2026 budget spreadsheet.
7. Water Utility proposed 2026 budget spreadsheet.
8. Storm Water Utility proposed 2026 budget spreadsheet.
9. Sanitary Sewer Utility proposed 2026 budget spreadsheet.
10. Cemetery Fund proposed 2026 budget spreadsheet.
11. Lake Patrol proposed 2026 budget spreadsheet.
12. Laimon Family Park 2026 proposed narrative.
13. Anticipated impact on Village Funds.

Proposed 2026 Budget - General Fund for the November 18, 2025 Village Board Meeting

Acct#	Title	2026 Budget	2025 Projected	Current Actual	Current Budget	2024 Actual	2024 Budget	% Change	% Diff: Budget to Projected	Notes
Fund110 - GENERAL FUND										
110-00-41110-000-000	GENERAL PROPERTY TAXES	3,571,026.00	3,317,222.04	3,317,222.04	3,317,091.00	3,423,050.52	3,424,186.00	7.66%	7.11%	
110-00-41115-000-000	CHARGEBACK & OMITTED TAXES	3,528.00	.00	.00	3,528.00	3,528.23	3,528.00	0.00%	100.00%	
110-00-41116-000-000	CHARGEBACK TAXES	8,022.00	.00	.00	8,022.00	.00	8,022.00	0.00%	100.00%	
110-00-41140-000-000	MOBILE HOME PARK PERMITS (R)	1,500.00	3,411.40	3,411.40	1,500.00			0.00%	-127.43%	
110-00-41180-000-000	DELINQ PERSONAL PROPERTY TAXES	.00	116.79	96.95	.00	2,944.28	.00	0.00%	0.00%	
110-00-41310-000-000	IN LIEU OF TAXES-WATER UTILITY (R)	250,000.00			250,000.00				100.00%	
110-00-41320-000-000	IN LIEU OF TAXES	70,000.00	74,676.81	74,676.81	61,746.00	77,610.55	61,746.00	13.37%	-6.68%	
	Total Taxes	3,904,076.00	3,395,427.04							
110-00-42901-000-000	JOINT PISTOL RANGE REVENUES	2,500.00	2,724.05	2,000.00	2,500.00	4,798.56	2,500.00	0.00%	-8.96%	
	Total Assessments	2,500.00	2,724.05							
110-00-43211-000-000	FED. GRANTS/LAW & COPS	1,800.00	6,052.85	4,444.00	1,800.00	.00	1,800.00	0.00%	-236.27%	
110-00-43410-000-000	STATE SHARED REVENUES	205,843.00	199,075.00	62,372.04	199,075.00	416,879.18	198,650.00	3.40%	3.29%	
110-00-43415-000-000	STATE SHARED REVENUE SUPPLMNTL	224,104.00	216,734.00	.00	216,734.00	.00	211,861.00	3.40%	3.29%	
110-00-43420-000-000	FIRE INS. TAX-2% FIRE DUES	55,000.00	66,568.88	55,261.49	55,000.00	51,720.56	45,000.00	0.00%	-21.03%	
110-00-43521-000-000	STATE GRANTS/POLICE TRAINING	2,500.00	.00	.00	2,500.00	26,608.24	2,500.00	0.00%	100.00%	
110-00-43529-000-000	STATE GRANTS/OTHER (R)	3,000.00	4,760.43	4,760.43	3,000.00			0.00%	-58.68%	
110-00-43529-000-005	STATE AID- VIDEO SERVICE FEE	29,000.00	29,136.28	29,136.28	29,000.00	29,136.28	29,000.00	0.00%	-0.47%	
110-00-43531-000-000	GENERAL TRANSPORTATION AIDS	555,288.00	419,878.00	482,859.55	419,878.00	419,877.87	419,878.00	32.25%	24.39%	
110-00-43545-000-000	RECYCLING GRANTS	6,672.00	282.59	282.59	6,672.00	6,672.00	6,672.00	0.00%	95.76%	
110-00-43630-000-000	PD ASSET FORFEITURES/FEDERAL	.00	.00	.00	.00	.00	.00	0.00%	0.00%	
110-00-43690-000-000	OTHER STATE AIDS (R)	14,608.00	14,607.78	14,607.78	14,608.00				0.00%	
110-00-43690-000-100	OTHER STATE AIDS/MFG PP TAXES (R)	31,635.00	31,635.67	31,635.67	31,635.00				0.00%	
110-00-43700-000-000	OTHER COUNTY GRANTS	.00	1,531.11	1,531.11	.00	3,505.17	.00	0.00%	0.00%	
	Total Intergovernmental Aids	1,129,450.00	990,262.59							
110-00-44110-000-000	BEER & LIQUOR LICENSES	20,000.00	44,544.50	36,978.17	16,000.00	48,303.90	16,000.00	25.00%	-122.72%	Adj to recent history
110-00-44120-000-000	BARTENDERS LICENSES	13,000.00	15,310.67	12,710.00	13,000.00	12,770.00	12,000.00	0.00%	-17.77%	
110-00-44130-000-000	CIGARETTE LICENSES	1,100.00	1,084.15	900.00	1,100.00	1,300.00	800.00	0.00%	1.44%	
110-00-44210-000-000	MISCELLANEOUS LICENSES (R)	18,500.00	26,348.87	21,873.25	16,000.00				-42.43%	
110-00-44220-000-000	DOG LICENSES	4,500.00	5,918.28	4,913.00	4,500.00	4,619.00	4,000.00	0.00%	-31.52%	
110-00-44240-000-000	YARD WASTE PERMIT FEE	20,000.00	20,451.97	16,978.00	17,400.00	18,523.00	15,000.00	14.94%	-2.26%	
110-00-44260-000-000	WEIGHTS & MEASURES	3,750.00	.00	.00	3,750.00	3,696.04	2,800.00	0.00%	100.00%	
110-00-44280-000-000	NOTARY FEES	100.00	102.39	85.00	100.00	130.00	75.00	0.00%	-2.39%	
110-00-44300-000-000	BLDG. PERMIT & INSPECT. FEES	85,000.00	153,926.46	127,780.51	64,000.00	214,911.36	64,000.00	32.81%	-81.09%	Adj to recent history
110-00-44300-000-110	HVAC PERMIT FEES	21,000.00	47,783.02	39,666.60	14,000.00	21,172.25	14,000.00	50.00%	-127.54%	Adj to recent history
110-00-44300-000-120	ELECTRICAL PERMIT FEES	28,000.00	40,574.92	33,682.86	24,000.00	59,547.69	24,000.00	16.67%	-44.91%	Adj to recent history
110-00-44300-000-130	PLUMBING PERMIT FEES	27,000.00	40,961.77	34,004.00	27,000.00	47,322.00	27,000.00	0.00%	-51.71%	

Proposed 2026 Budget - General Fund for the November 18, 2025 Village Board Meeting

Acct#	Title	2026 Budget	2025 Projected	Current Actual	Current Budget	2024 Actual	2024 Budget	% Change	% Diff: Budget to Projected	Notes
110-00-44300-000-150	OCCUPANCY PERMITS	.00	.00	.00	.00	.00	.00	0.00%	0.00%	
110-00-44400-000-150	ZONING PERMITS AND FEES	3,000.00	7,626.42	6,331.00	3,000.00	7,870.00	3,000.00	0.00%	-154.21%	
110-00-44900-000-000	REGULAT. FEES & PARKING PERMIT	10,000.00	16,042.58	13,317.59	10,000.00	12,534.76	10,000.00	0.00%	-60.43%	
110-00-44900-000-100	CABLE FRANCHISE FEES/STATE AID	40,000.00	54,178.26	44,975.54	40,000.00	41,486.87	40,000.00	0.00%	-35.45%	
	Total Licenses	294,950.00	474,854.27							
110-00-45100-000-000	LAW & ORDINANCE VIOLATIONS	125,000.00	124,003.37	102,940.16	125,000.00	126,797.50	125,000.00	0.00%	0.80%	
110-00-45120-000-000	PARKING TICKET FINES	20,000.00	21,804.76	18,101.00	20,000.00	26,757.00	20,000.00	0.00%	-9.02%	
	Total Fines	145,000.00	145,808.13							
110-00-46100-000-000	SALE OF SUPPLIES, COPIES	100.00	313.16	259.97	100.00	479.10	50.00	0.00%	-213.16%	
110-00-46210-000-000	MISCELLANEOUS POLICE REVENUES	5,000.00	3,800.46	3,154.91	5,000.00	5,128.34	5,000.00	0.00%	23.99%	
110-00-46210-000-101	PUBLIC CHGS FOR SERV/POLICE	1,000.00	2,020.36	1,677.18	8,000.00	2,760.51	8,000.00	-87.50%	-102.04%	Adj to recent history
110-00-46210-000-102	FIRE & EMS FEE	2,322,605.00	2,368,421.12	2,368,421.12	2,263,950.00	1,769,180.88	1,797,123.00	2.59%	-1.97%	
110-00-46230-000-000	AMBULANCE	150,000.00	413,992.21	343,671.49	312,281.00	202,079.78	302,716.00	-51.97%	-175.99%	Adj to recent history
110-00-46420-000-000	REFUSE COLLECTION	325,500.00	345,244.90	286,601.60	325,500.00	380,492.25	306,000.00	0.00%	-6.07%	
110-00-46720-000-000	PARK RESERVATION REVENUES	6,000.00	9,643.35	8,005.33	6,000.00	3,433.00	6,000.00	0.00%	-60.72%	
110-00-46750-000-000	RECREATION REVENUES	179,060.00	27,548.77	22,869.34	149,660.00	152,210.28	118,300.00	19.64%	84.61%	Rec Dept Proposal
110-00-46900-000-000	SPECIAL ASSESSMENT LETTERS	6,000.00	8,287.76	6,880.00	6,000.00	7,630.00	6,000.00	0.00%	-38.13%	
110-00-47321-000-000	LAW ENFORCE/WCTC SECURITY	275,000.00	305,873.90	253,918.16	275,000.00	288,535.37	275,000.00	0.00%	-11.23%	
110-00-47321-000-100	LAW ENFORCE/PSD SECURITY	240,000.00	257,787.51	213,999.72	240,000.00	248,494.33	240,000.00	0.00%	-7.41%	
110-00-47323-000-000	FIRE DEPT TANK INSP/SPNKLR REV	1,000.00	331.27	275.00	1,000.00	.00	1,000.00	0.00%	66.87%	
110-00-47323-000-100	FIRE INSPECTION FEES	84,000.00	101,811.51	84,517.81	84,000.00	84,929.26	77,300.00	0.00%	-21.20%	
	Total Public Charges for Services	3,595,265.00	3,845,076.27							
110-00-48110-000-000	INTEREST INCOME - SWP LGIP	300,000.00	524,134.46	435,104.98	200,000.00	558,863.00			-74.71%	
110-00-48111-000-000	INTEREST INCOME - WISC/MPA ®	55,000.00	82,891.21	68,811.31	.00	45,537.00			-50.71%	
110-00-48200-000-100	FISCAL AGENT FEES/LIBRARY	19,086.00	19,770.41	19,770.41	19,086.00	19,086.00	23,319.00	0.00%	-3.59%	
110-00-48200-000-200	WATER/SEWER RENTAL, OFFICE SPC	7,100.00	9,670.39	7,100.00	7,100.00	6,150.00	7,100.00	0.00%	-36.20%	
110-00-48301-000-000	SALE, PD EQUIPMENT & PROPERTY	8,000.00	986.11	724.00	8,000.00	1,017.00	8,000.00	0.00%	87.67%	
110-00-48309-000-000	SALE OTHER EQUIP. & PROPERTY	.00	40,740.00	40,740.00	.00	19,106.00	.00	0.00%	0.00%	
110-00-48440-000-000	INSURANCE DIVIDEND & RECOVERIES	.00	6,330.54	6,330.54	.00	70,093.26	.00	0.00%	0.00%	
110-00-48500-000-000	DONATIONS, PRIV. OR ORGANIZ.	.00	2,962.46	2,175.04	.00	556.00	.00	0.00%	0.00%	
110-00-48500-000-100	MISCELLANEOUS REVENUES	5,000.00	8,665.97	7,193.97	5,000.00	19,221.88	5,000.00	0.00%	-73.32%	
110-00-48500-000-200	PD SEIZED FUNDS/STATE	.00	5,027.20	4,173.28	.00	5,775.13	.00	0.00%	0.00%	
110-00-48900-000-000	REFUND OF PRIOR YEARS EXPEND	.00	1,642.19	1,363.25	.00	.00	.00	0.00%	0.00%	
	Total Miscellaneous Revenues	394,186.00	702,820.94							
110-00-49200-000-000	TRANSFERS FROM OTHER FUNDS	130,420.00	130,420.00	130,420.00	130,420.00	130,420.00	130,420.00	0.00%	0.00%	
110-00-49300-000-000	USE OF FUND BALANCE	.00	.00	.00	.00	.00	.00	0.00%	0.00%	
	Other Funding Sources	130,420.00	130,420.00							

Proposed 2026 Budget - General Fund for the November 18, 2025 Village Board Meeting

Acct#	Title	2026 Budget	2025 Projected	Current Actual	Current Budget	2024 Actual	2024 Budget	% Change	% Diff: Budget to Projected	Notes
Total Revenues		9,595,847.00	9,687,393.29	8,917,693.23	9,069,236.00	9,135,251.18	8,109,346.00	5.81%	-0.95%	
110-00-51100-000-000	VILLAGE BOARD	29,300.00	32,436.11	26,926.51	29,300.00	29,106.01	29,300.00	0.00%	-10.70%	
110-00-51100-000-130	VILLAGE BOARD FRINGE BENEFITS	2,203.00	2,481.52	2,060.01	2,203.00	2,203.56	2,203.00	0.00%	-12.64%	
110-00-51120-000-000	PLAN COMMISSION	57,000.00	79,415.92	65,926.33	11,436.00	36,438.26	11,436.00	398.43%	-39.33%	
110-00-51120-000-100	PLANNING/ENG CONSULTING SERV	.00	32,657.88	27,110.61	10,000.00	24,170.80	.00	-100.00%	0.00%	Clearing Acct, budget \$0
110-00-51200-000-110	MUNICIPAL JUDGE SALARY	42,955.00	40,809.32	33,877.45	35,416.00	41,871.37	35,416.00	21.29%	5.00%	Court raise proposed
110-00-51200-000-130	MUNICIPAL JUDGES BENEFITS	11,600.00	11,690.98	9,705.15	9,983.00	11,161.17	9,983.00	16.20%	-0.78%	
110-00-51200-000-140	MUNICIPAL JUDGES EXPENSES	25,000.00	14,642.13	12,155.02	19,549.00	11,846.31	17,719.50	27.88%	41.43%	Court staff proposal
110-00-51300-000-000	LEGAL COUNSEL-VILLAGE ATTORNEY	59,000.00	71,807.17	59,610.00	59,000.00	58,220.84	59,000.00	0.00%	-21.71%	
110-00-51300-000-110	MUNICIPAL COURT ATTORNEY EXP	18,000.00	18,574.28	15,419.25	18,000.00	21,212.50	18,000.00	0.00%	-3.19%	
110-00-51300-000-140	EXPENSES - RECODIFICATION	5,500.00	6,368.82	5,287.01	5,200.00	9,714.91	5,210.00	5.77%	-15.80%	
110-00-51320-000-000	LABOR ATTORNEY	7,000.00	9,673.67	8,030.50	7,000.00	15,781.50	5,000.00	0.00%	-38.20%	
110-00-51400-000-110	VILLAGE ADMINISTRATOR SALARY	110,333.60	103,611.43	86,011.99	107,120.00	101,863.88	96,113.00	3.00%	6.09%	
110-00-51400-000-130	VILL. ADMIN. FRINGE BENEFITS	40,254.00	40,857.96	33,917.83	40,254.00	37,764.64	35,234.00	0.00%	-1.50%	
110-00-51400-000-140	ADMINISTRATOR EXPENSES	6,000.00	18,488.13	15,347.74	3,654.00	924.68	3,654.00	64.20%	-208.14%	Adj to recent history
110-00-51420-000-110	CLERK OFFICE/SALARY & WAGES	151,474.00	149,711.29	124,281.33	151,474.00	132,890.84	140,225.00	0.00%	1.16%	
110-00-51420-000-130	CLERK OFFICE FRINGE BENEFITS	33,000.00	28,255.91	23,456.36	33,000.00	25,737.34	41,933.00	0.00%	14.38%	
110-00-51420-000-140	CLERKS OFFICE EXPENSES	50,274.00	46,134.69	38,298.25	38,860.00	39,883.83	38,953.00	29.37%	8.23%	Website proposals
110-00-51440-000-000	ELECTIONS	24,000.00	9,189.88	7,628.89	24,334.00	21,231.29	32,681.00	-1.37%	61.71%	
110-00-51440-000-130	ELECTIONS - BENEFITS	600.00	175.27	145.50	600.00	415.39	600.00	0.00%	70.79%	
110-00-51450-000-000	PAYROLL EXPENSES/DIVERSIFIED	4,200.00	3,546.62	2,944.19	2,400.00	11,038.75	2,400.00	75.00%	15.56%	
110-00-51460-000-000	COPY MACHINE	2,000.00	2,227.31	1,848.98	2,000.00	1,887.09	2,000.00	0.00%	-11.37%	
110-00-51470-000-000	PUBLICATION EXPENSES	2,000.00	1,773.41	1,472.18	2,000.00	2,014.43	2,000.00	0.00%	11.33%	
110-00-51510-000-000	AUDIT COSTS	51,000.00	52,961.62	52,961.62	39,200.00	41,926.60	37,000.00	30.10%	-3.85%	Asst w Annual Forms
110-00-51511-000-000	DATA PROCESSING (E)	20,000.00	21,026.30	17,454.77	18,000.00			11.11%	-5.13%	
110-00-51520-000-000	ASSESSOR CONTRACT	45,500.00	39,751.97	32,999.70	44,000.00	50,833.63	43,500.00	3.41%	12.63%	
110-00-51520-000-140	ASSESSOR EXPENSES	2,000.00	2,207.53	1,832.56	2,000.00	.00	2,000.00	0.00%	-10.38%	
110-00-51600-000-310	VILLAGE HALL MAINTENANCE	58,000.00	42,051.46	34,908.60	60,751.00	44,456.35	63,648.00	-4.53%	27.50%	
110-00-51612-000-000	OTHER PROPERTY MAINTENANCE	3,150.00	4,074.41	3,382.33	3,000.00	1,687.68	6,000.00	5.00%	-29.35%	
110-00-51938-000-000	INSURANCE/PROP/LIABILITY/WC	210,000.00	248,594.49	206,368.23	187,000.00	146,778.54	170,000.00	12.30%	-18.38%	
110-00-51939-000-000	WELLNESS INCENTIVE BENEFIT	.00	.00	.00	.00	.00	.00	0.00%	0.00%	
110-00-51980-000-000	GENERAL GOVT. MISC. EXPENSES	10,000.00	7,575.45	6,288.68	3,950.00	4,854.32	1,000.00	153.16%	24.25%	Adj to recent history
110-00-51990-000-000	BAD DEBT EXPENSE (E)	4,500.00			4,500.00			0.00%	100.00%	
110-00-51991-000-000	BANK FEE EXPENSES (E)	7,610.00	8,412.59	6,983.63	2,500.00			204.40%	-10.55%	
Total General Government Expenses		1,093,453.60	1,151,185.51		977,684.00			11.84%		
110-00-52100-000-110	POLICE SALARY & WAGES	1,916,500.00	1,821,544.93	1,512,137.31	1,907,300.00	1,908,470.32	1,851,679.00	0.48%	4.95%	
110-00-52100-000-120	POLICE HOLIDAYS & OVERTIME	40,000.00	34,946.64	29,010.60	75,000.00	25,751.16	75,000.00	-46.67%	12.63%	
110-00-52100-000-130	POLICE FRINGE BENEFITS	803,800.00	812,830.39	674,763.02	620,156.00	761,509.74	803,769.00	29.61%	-1.12%	Adj to recent history
110-00-52100-000-140	PUBLIC SAFETY EXPENSES	28,670.00	34,197.87	28,389.02	24,961.00	23,166.07	24,061.27	14.86%	-19.28%	Adj to recent history

Proposed 2026 Budget - General Fund for the November 18, 2025 Village Board Meeting

Acct#	Title	2026 Budget	2025 Projected	Current Actual	Current Budget	2024 Actual	2024 Budget	% Change	% Diff: Budget to Projected	Notes
110-00-52100-000-310	POLICE VEHICLE MAINTENANCE	50,000.00	71,304.19	59,192.46	40,000.00	49,670.36	40,000.00	25.00%	-42.61%	Adj to recent history
110-00-52100-000-320	SPECIAL INVESTIGATIONS	13,200.00	7,854.48	6,520.32	13,200.00	12,408.92	13,200.00	0.00%	40.50%	
110-00-52100-000-321	DARE FUNDED EXPENSES	.00	.00	.00	.00	.00	.00	0.00%	0.00%	
110-00-52100-000-330	POLICE OFFICE SUPPLIES/IT	29,000.00	23,988.82	19,914.08	27,107.00	32,556.05	26,942.00	6.98%	17.28%	
110-00-52100-000-340	POLICE COMMUNITY RELATIONS	5,000.00	4,461.85	3,703.96	4,000.00	3,986.38	4,000.00	25.00%	10.76%	Adj to recent history
110-00-52100-000-350	POLICE TRAINING & SEMINARS	16,207.00	15,959.99	13,249.03	14,207.00	15,653.42	13,207.00	14.08%	1.52%	Adj to recent history
110-00-52100-000-360	POLICE PISTOL TRAINING	10,000.00	13,577.38	11,271.13	9,000.00	10,475.48	9,000.00	11.11%	-35.77%	
110-00-52100-000-361	JOINT PISTOL FUNDED EXPENSES	4,000.00	4,676.43	3,882.09	2,500.00	3,308.49	2,500.00	60.00%	-16.91%	
110-00-52100-000-370	LAKE WATER & SNOW PATROL	8,900.00	10,480.16	8,700.00	8,700.00	8,310.00	8,700.00	2.30%	-17.75%	
110-00-52100-000-380	POLICE COMMUNICATIONS EXPENSES	27,800.00	21,925.63	18,201.34	27,800.00	31,018.56	26,500.00	0.00%	21.13%	
110-00-52100-000-400	POLICE UNIFORM ALLOWANCE	14,000.00	11,577.50	9,610.95	12,000.00	11,788.02	12,000.00	16.67%	17.30%	Adj to recent history
110-00-52100-000-900	POLICE- NATIONAL NIGHT OUT	.00	.00	.00	.00	.00	.00	0.00%	0.00%	
110-00-52200-000-000	FIRE ADMINISTRATION	2,766,548.00	2,694,580.00	2,246,361.30	2,694,580.00	2,219,639.00	2,219,639.00	2.67%	2.60%	
110-00-52400-000-100	BUILDING INSPECTION CONTRACT	140,000.00	203,537.03	168,964.23	101,490.00	231,057.95	101,490.00	37.94%	-45.38%	
110-00-52400-000-140	BUILDING INSPECTION EXPENSES	10,000.00	9,623.09	7,988.51	500.00	.00	500.00	1900.00%	3.77%	Adj to recent history
	Total Public Safety Expenses	5,883,625.00	5,797,066.39		5,582,501.00			5.39%		
110-00-53100-000-110	DPW/ADMINISTRATION SALARIES	124,019.00	118,208.46	98,129.57	45,948.00	62,108.92	35,872.00	169.91%	4.69%	Adj to Trans Util End
110-00-53100-000-120	OUTSIDE CONTRACTED ENGINEERING	35,000.00	47,014.12	39,028.30	25,000.00	22,842.22	10,000.00	40.00%	-34.33%	Adj to Trans Util End
110-00-53100-000-130	DPW/ADMINISTRATION BENEFITS	62,759.00	56,848.30	47,192.05	16,043.00	27,262.78	13,043.00	291.19%	9.42%	Adj to Trans Util End
110-00-53100-000-140	ENGINEER/ADMINISTRATION EXPENS	5,000.00	3,298.67	2,738.36	14,000.00	3,217.56	3,901.00	-64.29%	34.03%	Adj to Trans Util End
110-00-53100-001-250	OUTSIDE ENG/PLAN SERVICE EXP	.00	.00	.00	.00	.00	.00	0.00%	0.00%	
110-00-53310-000-310	STREET MAINT. GEN. OPERATION	62,000.00	58,479.91	48,546.51	78,200.00	6,020.44	.00	-20.72%	5.68%	Adj to Trans Util End
110-00-53310-000-311	GARAGE EXPENSES	144,000.00	141,433.51	117,409.61	60,300.00	85,570.41	60,300.00	138.81%	1.78%	Adj to Trans Util End
110-00-53311-000-110	DPW WAGES INCLUDING PART TIME	382,000.00	369,924.35	307,089.00	359,875.00	356,290.43	246,480.00	6.15%	3.16%	
110-00-53311-000-120	DPW OVERTIME	21,630.00	9,508.88	7,893.70	21,000.00	6,805.57	20,000.00	3.00%	56.04%	
110-00-53311-000-130	DPW FRINGE BENEFITS	161,000.00	144,799.90	120,204.19	181,000.00	113,457.17	127,000.00	-11.05%	10.06%	Adj to Trans Util End
110-00-53330-000-310	EQUIPT. MAINT. GEN. OPERATION	70,100.00	61,271.89	50,864.25	71,400.00	47,799.51	68,001.00	-1.82%	12.59%	
110-00-53340-000-310	SNOW, ICE CONT. GEN. OPERATION	64,500.00	42,386.33	35,186.59	64,500.00	61,238.41	64,500.00	0.00%	34.28%	
110-00-53420-000-310	STREET LIGHTING, GEN. OPERAT.	80,000.00	60,066.24	49,863.39	89,000.00	75,198.32	75,500.00	-10.11%	24.92%	Adj to recent history
110-00-53430-000-310	Sidewalk Maint Gen Operation	10,000.00	.00	.00	.00	.00	.00	100.00%	100.00%	
110-00-53450-000-310	Bridge, Culvert, Curb & Gutter Maintenance	6,500.00								
110-00-53470-000-310	TRAFFIC CONT. GEN. OPERATION	10,800.00	6,191.00	5,139.40	.00	10.90	.00	0.00%	42.68%	
110-00-53620-000-000	REFUSE COLLECTION CONTRACT	236,250.00	247,067.66	205,100.75	225,000.00	231,925.53	216,000.00	5.00%	-4.58%	
110-00-53635-000-000	RECYCLING EXPENSES	82,000.00	73,735.35	61,210.66	82,000.00	83,348.29	82,000.00	0.00%	10.08%	
110-00-53640-000-310	TREE, BRUSH CONT. GEN. OPER.	240.00	210.71	174.92	240.00	226.84	.00	0.00%	12.20%	
110-00-53641-000-000	WEED & NUISANCE CONTROL	2,000.00	708.70	588.32	1,800.00	432.61	1,800.00	11.11%	64.57%	
110-00-53680-000-000	OTHER SANITATION	600.00	.00	.00	.00	559.47	.00	0.00%	100.00%	
	Total Public Works Expenses	1,560,398.00	1,441,153.99		1,335,306.00			16.86%		
110-00-54910-000-000	DOG LICENSE FEES	1,200.00	818.32	679.32	1,200.00	3,071.03	1,200.00	0.00%	31.81%	Adj to recent history

Proposed 2026 Budget - General Fund for the November 18, 2025 Village Board Meeting

Acct#	Title	2026 Budget	2025 Projected	Current Actual	Current Budget	2024 Actual	2024 Budget	% Change	% Diff: Budget to Projected	Notes
110-00-54910-000-100	ANIMAL CONTROL	5,600.00	5,016.02	4,164.00	4,164.00	12,371.29	4,043.00	34.49%	10.43%	
	Total Health and Human Services Expenses	6,800.00	5,834.34		5,364.00			26.77%		
110-00-55110-000-320	JOINT LIBRARY CONTRIBUTION	268,433.00	262,153.00	218,460.80	262,153.00	262,534.04	262,534.00	2.40%	2.34%	
110-00-55200-000-000	PARKS	226,484.00	211,000.55	175,160.00	210,192.00	180,949.45	194,002.00	7.75%	6.84%	
110-00-55300-000-000	RECREATION PROGRAMS	290,716.00	265,889.85	220,725.80	264,871.00	241,765.00	241,765.00	9.76%	8.54%	
	Total Culture and Recreation Expenses	785,633.00	739,043.40		737,216.00			6.57%		
110-00-56600-000-000	URBAN FORESTRY & DEVELOPMENT	17,000.00	15,394.44	12,779.54	15,802.00	6,936.99	15,802.00	7.58%	9.44%	
	Total Conservation and Development Expenses	17,000.00	15,394.44		15,802.00			7.58%		
110-00-57210-000-000	POLICE OUTLAY	102,992.00	110,549.17	81,165.20	156,790.00	47,072.50	107,101.00	-34.31%	-7.34%	
110-00-57324-000-000	NEW DPW BLDG EXPENSES	.00	.00	.00	.00	.00	.00	0.00%	0.00%	
110-00-57327-000-000	DPW EQUIPMENT OUTLAY (E)	30,000.00			25,000.00			20.00%	100.00%	
110-00-57620-000-000	PARK/PLAYGROUND OUTLAY	47,202.00	24,437.33	17,941.89	43,505.00	.00	57,820.00	8.50%	48.23%	
	Total General Fund Capital Outlay	180,194.00	134,986.50		225,295.00			-20.02%		
110-00-59900-000-000	CONTINGENCY FUND	65,500.00	10,419.50	7,650.00	15,500.00	136,962.61	.00	322.58%	84.09%	
110-00-59900-000-100	USE OF INFRASTRUCTURE	.00	.00	.00	.00	131,311.42	.00	0.00%	0.00%	
Total Expenditures		9,592,603.60	9,295,084.08	7,721,586.67	8,894,668.00	8,483,976.14	8,053,059.77	7.85%	3.10%	
FundBalance		3,243.40	392,309.22	1,196,106.56	174,568.00	651,275.04	56,286.23			
Police Outlay										
10-33 Vehicle Services outfitting of a new squads		\$	8,185							
10-33 Vehicle Services decals on a new squads		\$	2,548							
Ewalds - squad car (1)		\$	47,000							
Pepperball rifles (2)		\$	2,465							
Install Pepperball mounts in squads (2)		\$	1,156							
Axon taser cartridges		\$	1,039							
Bravo Company - replacement rifle (1)		\$	3,002							
Automated External Defibrillator (AED) Unit (1)		\$	1,773							
FLOCK CAMERA annual payment		\$	15,000							
AXON Body Worn Camera/Dash Camera annual		\$	20,824							
Total Police Outlay		<u>\$</u>	<u>102,992</u>							
DPW Equipment Outlay		\$	15,000							
Heater Building 2		\$	15,000							
Total DPW Outlay		<u>\$</u>	<u>30,000</u>							
Contingency Fund										
Historical Amount		\$	15,500							
Compensation & Classification Study		\$	50,000							
total Contingency Fund		<u>\$</u>	<u>65,500</u>							

2026 Budget Capital Projects Fund for November 18 Village Board Meeting

Acct#	Title	Budget	Projected	Current Actual	Current Budget	PY Actual	PY Budget
Fund200 - CAPITAL PROJECTS FUND							
200-00-41110-000-000	GENERAL PROPERTY TAXES	.00	.00	.00	.00	.00	.00
200-00-43580-000-000	STATE GRANTS	.00	.00	.00	.00	.00	.00
200-00-43690-000-003	PARK IMPROVEMENT DONATIONS	.00	.00	.00	.00	.00	.00
200-00-43710-000-000	LOCAL ROAD IMPROVEMENT PROGRAM	.00	.00	25,261.40	.00	.00	.00
200-00-49100-000-000	TRANSFERS FROM OTHER FUNDS	500,000.00	.00	.00	600,000.00	.00	.00
200-00-49100-000-100	PROCEEDS-STATE TR FD LOAN-04/5	.00	.00	.00	.00	.00	.00
200-00-49200-000-000	PROCEEDS LONG TERM DEBT	.00	.00	.00	.00	2,049,000.00	.00
200-00-49210-000-000	FUNDS CARRIED OVER	.00	.00	.00	.00	.00	.00
200-00-49300-000-000	TRANSFERS IN /BORROWED FUNDS	2,780,000.00	.00	.00	1,031,000.00	.00	.00
200-00-49900-000-000	DPW- NEW BLDG 2022	.00	.00	.00	.00	.00	.00
Account TypeRevenue		3,280,000.00	.00	25,261.40	1,631,000.00	2,049,000.00	.00
200-00-53300-000-100	ANNUAL ROAD PROGRAM-RESURFACE	2,323,681.00	.00	128,757.58	1,100,000.00	614,494.87	938,520.00
200-00-53300-000-200	WIS AVE RECONSTRUCTION PROJECT	.00	.00	.00	.00	.00	.00
200-00-55200-000-000	PARK IMPROVEMENTS	.00	.00	36,000.00	.00	16,096.10	.00
200-00-57324-000-000	PUBLIC WORKS TRUNKED RADIOS	.00	.00	.00	.00	.00	.00
200-00-57324-001-000	NEW WEED HARVESTOR & CONVEYOR	.00	.00	.00	.00	228,170.00	.00
200-00-57324-002-000	HIGHWAY DEPARTMENT EQUIPMENT	455,000.00	.00	312,213.00	541,000.00	10,339.98	425,000.00
200-00-57324-003-000	DPW- NEW BLDG EXPENSES 2022	.00	.00	3,510.00	.00	80,630.93	.00
200-00-57342-000-000	LED STREET LIGHT UPGRADE	.00	.00	.00	.00	.00	.00
200-00-57622-000-000	VILLAGE HALL/POLICE STATION	.00	.00	1,500.00	.00	.00	.00
200-00-57629-000-000	POLICE EQUIPMENT	.00	.00	.00	.00	.00	.00
Account TypeExpenditure		2,778,681.00	.00	481,980.58	1,641,000.00	949,731.88	.00
FundFund Balance		501,319.00	.00	-456,719.18	-10,000.00	1,099,268.12	.00

2026 Stret Projects	W. Wisconsin (From Burroughs to Ryan)	\$1,123,681
	Glacier (West of Ryan - plus water main)	\$350,000
	Prospect Ave (from Main Str to School Str)	\$850,000
	Total Annual Road Program-Resurface	<u>\$2,323,681</u>

2026 Highway Department Equipment		
	Replace 2007 Volvo Front End Loader	\$350,000
	Replace 2008 Chevrolet Dump Truck	\$105,000
	Total Capital Equipment Purchase	<u>\$455,000</u>

Total General Fund Capital Projects/Purchases:	\$2,778,681
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Total Borrowing for 2026 Projects/Purchases:	\$2,780,000	(incl \$500,000 for water main on Glacier Rd)
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Not in the 2026 budget but potential additional 2026 project:		
	Signals Hwy 64 & Lindsay	\$500,000

Proposed 2026 Budget - Debt Service Fund for the November 18, 2025 Village Board Meeting

Acct#	Title	Budget	Projected	Current Actual	Current Budget	PY Actual	PY Budget
Fund300 - DEBT SERVICE FUND							
300-00-41110-000-000	GENERAL PROPERTY TAXES	1,780,610.00	.00	1,780,610.00	1,780,610.00	1,185,005.00	1,185,005.00
300-00-48000-000-000	PREMIUM ON DEBT ISSUANCE	.00	.00	35,136.00	.00	.00	.00
300-00-48110-000-000	INTEREST INCOME	.00	.00	4,288.37	.00	8,297.15	.00
300-00-48110-000-100	BAB INTEREST INCOME	.00	.00	.00	.00	.00	.00
300-00-49100-000-000	TRANSFER FROM OTHER FUNDS	.00	.00	.00	.00	.00	.00
300-00-49200-000-000	PROCEEDS OF DEBT	.00	.00	1,220,000.00	.00	.00	.00
300-00-49500-000-000	PROCEEDS OF REFUNDING BONDS	.00	.00	.00	.00	.00	.00
Total Revenues		1,780,610.00	.00	3,040,034.37	1,780,610.00	1,193,302.15	1,185,005.00
300-00-58100-000-000	DEBT PRINCIPAL	1,405,037.00	.00	2,669,968.58	1,461,023.00	920,647.62	920,648.00
300-00-58100-000-001	2013 DEBT RE-FI PRINC PAYMENTS	.00	.00	.00	.00	.00	.00
300-00-58290-000-000	DEBT INTEREST, FISCAL CHARGES	346,652.00	.00	365,907.12	319,587.00	262,357.83	262,357.00
300-00-58300-000-000	PAYMENT TO FISCAL AGENT	1,000.00	.00	1,306.27	.00	1,029.16	2,000.00
300-00-58310-000-000	PAYMENT TO WAUKESHA COUNTY	.00	.00	.00	.00	.00	.00
300-00-58929-000-000	NOTE & BOND ISSUE EXPENSES	27,000.00	.00	42,977.20	.00	.00	.00
Total Expenditures		1,779,689.00	.00	3,080,159.17	1,780,610.00	1,184,034.61	1,185,005.00
Fund Balance		921.00	.00	-40,124.80	.00	9,267.54	.00

Proposed 2026 Budget - TIF #2 for the November 18, 2025 Village Board Meeting

Acct#	Title	Budget	Projected	Current Actual	Current Budget	PY Actual	PY Budget
Fund450 - TIF 2 FUND							
450-00-41110-000-000	GENERAL PROPERTY TAXES	170,000.00	111,661.70	111,661.70	60,896.00	135,171.88	102,006.00
450-00-42893-000-000	EXEMPT COMPUTER AID	2,149.00	2,149.93	2,149.93	2,149.00	2,149.93	2,149.00
450-00-43500-000-000	MISC GRANTS	.00	.00	.00	.00	.00	.00
450-00-43690-000-000	OTHER STATE AIDS/MFG PP TAXES	3,900.00	111,661.70	65,698.90	3,962.00	3,961.98	3,962.00
450-00-48110-000-000	INTEREST INCOME	10,000.00	9,321.37	6,077.53	7,500.00	9,578.43	6,000.00
Total Revenue		186,049.00	.00	185,588.06	74,507.00	150,862.22	114,117.00
450-00-51570-000-000	AUDITING EXPENSE	2,500.00	1,484.19	1,484.19	2,500.00	1,050.00	2,500.00
450-00-51580-000-000	ADMINISTRATIVE/LEGAL	150.00	150.00	150.00	150.00	150.00	150.00
450-00-51900-000-100	IMP #5/PUBLIC FISHING PIER	.00	.00	.00	.00	.00	.00
450-00-58100-000-000	DEBT PRINCIPAL	32,000.00	18,356.03	18,356.03	17,580.00	17,580.48	17,580.00
450-00-58290-000-000	DEBT INTEREST	4,000.00	13,070.77	13,070.77	13,846.00	13,846.32	13,846.00
Total Expenditures		38,650.00	.00	33,060.99	34,076.00	32,626.80	34,076.00
FundBalance		147,399.00	.00	152,527.07	40,431.00	118,235.42	80,041.00

Proposed 2026 Budget - TIF #3 Fund for the November 18, 2025 Village Board Meeting

Acct#	Title	Budget	Projected	Current Actual	Current Budget	PY Actual	PY Budget
Fund455 - TIF 3 FUND							
455-00-41110-000-000	PROP TAX INCREMENTS - TIF #3	312,000.00	338,855.14	338,855.14	78,780.00	80,224.16	60,000.00
455-00-42893-000-000	EXEMPT COMPUTER AID	.00	.00	.00	.00	.00	.00
455-00-48000-000-000	PREMIUM ON DEBT ISSUANCE	.00	.00	.00	.00	.00	.00
455-00-48110-000-000	INTEREST INCOME	2,500.00	2,935.32	1,913.83	1,000.00	810.39	.00
455-00-48900-000-000	MISC REVENUES	.00	.00	.00	.00	.00	.00
455-00-49200-000-000	PROCEEDS OF DEBT	.00	.00	.00	.00	.00	.00
Total Revenues		314,500.00	341,790.46	340,768.97	79,780.00	81,034.55	60,000.00
455-00-51570-000-000	AUDITING EXPENSE	2,500.00	1,484.18	1,484.18	2,500.00	2,560.00	1,050.00
455-00-51580-000-000	ADMINISTRATIVE/LEGAL	150.00	150.00	150.00	150.00	150.00	150.00
455-00-51600-000-000	IMP #1/PURCH ST MARYS PROPRTY	.00	.00	.00	.00	.00	.00
455-00-51700-000-000	IMP #2/OFFSITE SANITARY SWR LN	.00	.00	.00	.00	.00	.00
455-00-51800-000-000	IMP #3/EVERGREEN WTRMAIN RELAY	.00	.00	.00	.00	.00	.00
455-00-52000-000-000	IMP#5/RAZE RECTRY ENV REMEDIAT	.00	.00	.00	.00	29,917.33	.00
455-00-52100-000-000	IMP#6/FINAN/INTRST/ADMN/ORGFE	.00	.00	.00	.00	.00	.00
455-00-58100-000-000	DEBT PRINCIPAL	115,000.00	.00	.00	.00	.00	.00
455-00-58290-000-000	DEBT INTEREST	38,000.00	40,117.50	40,117.50	40,118.00	40,117.50	40,118.00
455-00-58300-000-000	PAYMENT TO ESCROW AGENT	.00	.00	.00	.00	.00	.00
Total Expenditures		155,650.00	41,751.68	41,751.68	42,768.00	72,744.83	41,318.00
FundBalance		158,850.00	300,038.78	299,017.29	37,012.00	8,289.72	18,682.00

Proposed 2026 Budget - TIF #4 Fund for the November 18, 2025 Village Board Meeting

Acct#	Title	Budget	Projected	Current Actual	Current Budget	PY Actual	PY Budget
Fund460 - TIF 4 FUND							
460-00-41110-000-000	PROP TAX INCREMENTS - TIF #4	107,000.00	822.00	822.00	.00	.00	.00
460-00-42893-000-000	EXEMPT COMPUTER AID	.00	.00	.00	.00	.00	.00
460-00-48000-000-000	PREMIUM ON DEBT ISSUANCE	.00	.00	.00	.00	.00	.00
460-00-48110-000-000	INTEREST INCOME	.00	.00	.00	.00	.00	.00
460-00-48900-000-000	MISC REVENUES	.00	.00	.00	.00	.00	.00
460-00-49200-000-000	PROCEEDS OF DEBT	.00	.00	.00	.00	2,405,000.00	.00
Total Revenues		107,000.00	822.00	822.00	.00	2,405,000.00	.00
460-00-51570-000-000	AUDITING EXPENSE	2,500.00	.00	.00	2,500.00	.00	.00
460-00-51580-000-000	ADMINISTRATIVE/LEGAL	150.00	.00	466.00	150.00	350.00	.00
460-00-51600-000-000	IMP #1/DEMO ON SITE RECYCLING	.00	.00	.00	.00	795,000.00	.00
460-00-51700-000-000	IMP #2/ENVIRON ASBESTOS ABAT	.00	.00	.00	.00	167,950.00	.00
460-00-51800-000-000	IMP #3/DEMO DEWATERING ALLOW	.00	.00	.00	.00	60,000.00	.00
460-00-51900-000-000	IMP#4/SITE DEMO FILL ALLOW	.00	.00	.00	.00	200,000.00	.00
460-00-52000-000-000	IMP#5/STABILIZ WET SOIL ALLOW	.00	.00	.00	.00	120,000.00	.00
460-00-52100-000-000	IMP#6/STRUCTURL FILL ALLOW	.00	.00	.00	.00	600,000.00	.00
460-00-52200-000-000	FINANCE/ADMIN/ORG FEEES-ISSUE	.00	.00	347.00	.00	.00	.00
460-00-58100-000-000	DEBT PRINCIPAL	121,000.00	.00	.00	.00	.00	.00
460-00-58290-000-000	DEBT INTEREST	.00	.00	66,949.68	.00	.00	.00
460-00-58300-000-000	PAYMENT TO ESCROW AGENT	.00	.00	.00	.00	.00	.00
460-00-58929-000-000	TID 4 DISCOUNT ON DEBT	.00	.00	.00	.00	89,906.26	.00
Total Expenditures		123,650.00	.00	67,762.68	2,650.00	2,033,206.26	.00
FundBalance		-16,650.00	822.00	-66,940.68	-2,650.00	371,793.74	.00

Proposed 2026 Budget - Water Utility for the November 18, 2025 Village Board Meeting

Acct#	Title	Budget	Projected	Current Actual	Current Budget	PY Actual	PY Budget	% Change Budget	% Diff: Budget to Projected	Notes
Fund600 - WATER UTILITY FUND										
600-00-40413-000-000	METER REVENUE- SEWER DEPT	25,000.00	25,000.00	25,000.00	25,000.00	11,341.00	25,000.00	0.00%	0.00%	
600-00-40419-001-000	INTEREST INCOME	35,000.00	37,882.54	27,813.36	32,000.00	48,684.80	32,000.00	9.38%	-8.24%	
600-00-40420-000-000	WATER RESERVED CAPACITY ASSMT	21,000.00	.00	21,600.00	28,000.00	24,000.00	28,000.00	-25.00%	100.00%	
600-00-40421-000-000	MISCELLANEOUS SALES	.00	.00	.00	.00	.00	.00	0.00%	0.00%	
600-00-40421-001-000	CONTRIBUTIONS IN AID OF CONST	.00	.00	.00	.00	743,877.00	.00	0.00%	0.00%	
600-00-40461-000-000	METERED SALES- RESIDENTIAL	320,000.00	321,343.59	241,007.69	480,000.00	481,746.26	480,000.00	-33.33%	-0.42%	
600-00-40461-002-000	METERED SALES- COMMERCIAL	130,000.00	131,068.69	98,301.52	193,000.00	199,253.58	193,000.00	-32.64%	-0.82%	
600-00-40461-003-000	METERED SALES- INDUSTRIAL	19,000.00	18,565.76	13,924.32	29,000.00	28,289.00	29,000.00	-34.48%	2.29%	
600-00-40461-005-000	METERED SALES- MULTI-FAMILY	175,000.00	175,300.60	131,475.45	272,000.00	267,472.85	272,000.00	-35.66%	-0.17%	
600-00-40462-000-000	PRIVATE FIRE PROTECTION	31,000.00	31,504.00	23,628.00	58,000.00	48,312.00	58,000.00	-46.55%	-1.63%	
600-00-40463-000-000	PUBLIC FIRE PROTECTION	250,000.00	249,358.21	187,018.66	355,000.00	370,471.40	355,000.00	-29.58%	0.26%	
600-00-40464-000-000	METERED SALES- PUBLIC AUTHORITY	45,000.00	48,293.65	36,220.24	35,000.00	67,615.61	35,000.00	28.57%	-7.32%	
600-00-40470-000-000	FORFEITED DISCOUNTS	5,000.00	.00	4,537.71	5,000.00	11,807.26	5,000.00	0.00%	100.00%	
600-00-40471-000-000	INSURANCE RECOVERIES	1,000.00	.00	.00	.00	.02	.00	0.00%	100.00%	
600-00-40472-000-000	WATER TOWER RENTAL INCOME	185,000.00	183,992.01	183,992.01	205,000.00	203,843.03	205,000.00	-9.76%	0.54%	
600-00-40474-000-000	OTHER REVENUE	1,925,500.00	.00	3,038,431.91	.00	14,448.83	.00	0.00%	100.00%	
600-00-49190-000-000	BOND PREMIUM	.00	.00	.00	.00	74,270.00	.00	0.00%	0.00%	
Total Revenue		3,167,500.00	1,222,309.06	4,032,950.87	1,717,000.00	2,595,432.64	1,717,000.00	84.48%	61.41%	
600-00-50427-000-000	INTEREST- PRINCIPAL BONDS	518,000.00	.00	544,526.99	.00	246,347.01	256,194.00	0.00%	100.00%	
600-00-50427-001-000	LONG TERM DEBT- PAYING FEES	.00	.00	110,480.12	.00	55,601.33	200.00	0.00%	0.00%	
600-00-50605-001-000	MAINT WELLS- EQUIP/LABOR	3,755.00	4,013.31	2,946.57	13,650.00	4,444.81	13,000.00	-72.49%	-6.88%	
600-00-50605-002-000	MAINT WELLS- EQUIP/MATERIAL	110,000.00	46,504.37	34,143.51	50,000.00	348,717.69	12,000.00	120.00%	57.72%	PLCs* Wells 3 & 5
600-00-50605-003-000	MAINT WELLS- EQUIP/LABOR LOGS	7,339.00	6,764.72	4,966.66	20,000.00	4,248.71	20,000.00	-63.31%	7.82%	
600-00-50605-004-000	MAINT WELLS- EQUIP/COMPUTER	6,574.00	5,825.54	4,277.11	4,000.00	3,382.54	4,000.00	64.35%	11.39%	
600-00-50605-005-000	MAINT WELLS- EQUIP/LABOR TEST	5,478.00	5,753.88	4,224.50	6,650.00	5,790.62	6,650.00	-17.62%	-5.04%	
600-00-50605-006-000	MAINT WELLS- EQUIP/NATURAL GAS	1,882.00	1,705.83	1,252.42	1,000.00	1,489.92	1,000.00	88.20%	9.36%	
600-00-50622-000-000	POWER PURCHASED FOR PUMPING	177,000.00	101,090.34	74,220.53	177,000.00	162,656.55	170,000.00	0.00%	42.89%	
600-00-50625-001-000	MAINT PUMP- BLDG/LABOR	5,650.00	5,106.46	3,749.16	5,900.00	2,730.82	5,300.00	-4.24%	9.62%	
600-00-50625-002-000	MAINT PUMP- BLDG/MATERIALS	5,000.00	244.01	179.15	2,000.00	1,607.31	1,500.00	150.00%	95.12%	
600-00-50625-003-000	MAINT PUMP- BLDG/WATER	21,600.00	19,043.23	13,981.54	21,000.00	14,992.42	400.00	2.86%	11.84%	
600-00-50625-004-000	MAINT OF PUMP BUILDING	3,500.00	532.55	391.00	3,500.00	488.71	3,500.00	0.00%	84.78%	
600-00-50630-001-000	OPER WATER TREAT- LABOR	38,864.00	30,600.90	22,467.18	26,000.00	26,049.09	21,500.00	49.48%	21.26%	
600-00-50630-002-000	OPER WATER TREAT- CHEMICAL	2,000.00	362.60	266.22	2,000.00	372.69	2,000.00	0.00%	81.87%	
600-00-50630-003-000	OPER WATER TREAT- TESTS	25,000.00	10,950.45	8,039.82	25,000.00	11,461.08	15,000.00	0.00%	56.20%	
600-00-50630-004-000	OPER WATER TREAT- MATERIAL	1,500.00	780.92	573.35	274,814.00	1,423.56	274,814.00	-99.45%	47.94%	
600-00-50631-001-000	CHEMICALS- FLUORIDE	2,500.00	1,958.32	1,437.80	2,500.00	2,094.75	2,500.00	0.00%	21.67%	
600-00-50631-002-000	CHEMICALS- CHLORINE	34,400.00	33,178.81	24,359.88	30,000.00	31,633.60	24,000.00	14.67%	3.55%	
600-00-50631-003-000	CHEMICALS- POLYPHOSPHATE	33,250.00	29,291.86	21,506.08	25,000.00	30,222.74	25,000.00	33.00%	11.90%	

Proposed 2026 Budget - Water Utility for the November 18, 2025 Village Board Meeting

Acct#	Title	Budget	Projected	Current Actual	Current Budget	PY Actual	PY Budget	% Change Budget	% Diff: Budget to Projected	Notes
600-00-50631-005-000	CHEMICALS- HMO	18,000.00	9,328.44	6,848.94	12,000.00	11,543.59	8,000.00	50.00%	48.18%	
600-00-50640-001-001	OPER TRANS & DIST- FLUSH MAINS	29,071.00	25,649.73	18,832.03	11,000.00	11,715.61	11,000.00	164.28%	11.77%	
600-00-50640-001-002	OP TRANS & DIS-VALV OPER LABOR	3,118.00	3,414.68	2,507.06	16,000.00	14,915.77	3,600.00	-80.51%	-9.52%	
600-00-50640-001-003	OP TRANS & DIS-VLV MAINT LABOR	.00	.00	.00	2,000.00	.00	5,500.00	-100.00%	0.00%	
600-00-50640-001-004	OP TRANS & DIST- VLV REP LABOR	2,943.00	2,594.63	1,904.98	6,000.00	4,808.48	4,000.00	-50.95%	11.84%	
600-00-50640-001-005	OPER TRANS & DIST- CUST PLM IN	.00	.00	.00	180.00	.00	180.00	-100.00%	0.00%	
600-00-50640-001-006	OP TRANS & DIS-CUST COMP LABOR	108.00	95.70	70.26	900.00	3.00	900.00	-88.00%	11.39%	
600-00-50640-001-007	OP TRANS & DIST-LOC SERV LABOR	1,808.00	1,593.33	1,169.82	2,000.00	189.72	2,000.00	-9.60%	11.87%	
600-00-50640-001-008	OP TRANS & DIST-ON/OFF SER LAB	2,528.00	2,527.74	1,855.87	1,200.00	1,268.68	950.00	110.67%	0.01%	
600-00-50640-001-009	OPER TRANS & DIST-CR INSPC LAB	1,905.00	4,639.13	3,406.05	800.00	1,871.10	500.00	138.13%	-143.52%	
600-00-50640-001-010	OPER TRANS & DIST- TOOL & EQUIP	1,000.00	.00	.00	1,000.00	.00	1,000.00	0.00%	100.00%	
600-00-50641-001-000	TRANS & DIST SYS- PHONE/CELL	5,000.00	3,130.17	2,298.17	5,000.00	2,709.23	5,000.00	0.00%	37.40%	
600-00-50650-001-000	MAINT RESERVOIRS- LABOR	3,252.00	3,188.03	2,340.65	3,000.00	1,267.60	3,000.00	8.40%	1.97%	
600-00-50650-002-000	MAINT RESERVOIRS- ELECTRIC	3,378.00	3,136.72	2,302.98	3,000.00	2,422.53	3,000.00	12.60%	7.14%	
600-00-50650-003-000	MAINT RESERVOIRS- CATHODIC PRT	2,800.00	.00	.00	2,800.00	4,935.00	2,800.00	0.00%	100.00%	
600-00-50650-004-000	MAINT RESERVOIRS- INSPECTION	1,000.00	.00	.00	1,000.00	.00	1,000.00	0.00%	100.00%	
600-00-50650-005-000	MAINT RESERVOIRS- MATERIALS	50,000.00	122.62	90.03	5,000.00	338,387.16	5,000.00	900.00%	99.75%	PLCs* 2 resevoirs
600-00-50651-001-000	MAINT MAINS- LABOR	6,408.00	6,980.33	5,124.96	12,000.00	5,061.61	12,000.00	-46.60%	-8.93%	
600-00-50651-002-000	MAINT MAINS- MAIN REPAIRS	47,625.00	41,984.96	30,825.36	30,000.00	28,118.00	30,000.00	58.75%	11.84%	
600-00-50651-003-000	MAINT MAINS- VALVE REPAIRS	12,170.00	10,728.98	7,877.22	5,000.00	5,154.95	5,000.00	143.40%	11.84%	
600-00-50651-004-000	MAINT MAINS- LABOR/DIGGERS	21,602.00	23,132.78	16,984.09	13,000.00	17,992.89	7,000.00	66.17%	-7.09%	
600-00-50652-001-000	MAINT SERVICES- LABOR	13,299.00	14,417.24	10,585.14	8,000.00	16,148.72	8,000.00	66.24%	-8.41%	
600-00-50652-002-000	MAINT SERVICES- SERVICE REPAIR	8,000.00	1,802.67	1,323.52	5,000.00	6,296.59	5,000.00	60.00%	77.47%	
600-00-50652-003-000	MAINT SERVICES- CURB BOXES	2,000.00	547.53	402.00	2,000.00	2,437.34	2,000.00	0.00%	72.62%	
600-00-50652-004-000	MAINT SERVICES- CURB STOPS	1,000.00	.00	.00	1,000.00	554.99	1,000.00	0.00%	100.00%	
600-00-50652-005-000	MAINT SERVICES- MISC/TOOLS	250.00	.00	.00	250.00	.00	250.00	0.00%	100.00%	
600-00-50652-006-000	MAINT SERVICES- CONTRACTED	25,000.00	.00	.00	25,000.00	15,204.98	25,000.00	0.00%	100.00%	
600-00-50653-001-000	MAINT METERS- LABOR	6,000.00	1,866.68	1,370.52	6,000.00	5,761.61	2,500.00	0.00%	68.89%	
600-00-50653-002-000	MAINT METERS- PARTS	1,000.00	1,573.15	1,155.01	1,000.00	463.38	1,000.00	0.00%	-57.32%	
600-00-50653-003-000	MAINT METERS- TEST EQUIP/REPAI	3,000.00	58.72	43.11	3,000.00	.00	3,000.00	0.00%	98.04%	
600-00-50653-004-000	MAINT METERS- LARGE MTR REPAIR	1,000.00	1,164.11	854.69	300.00	366.24	300.00	233.33%	-16.41%	
600-00-50653-005-000	MAINT METERS- NEW CELL METERS	127,000.00	160,151.87	117,583.50	127,000.00	.40	127,000.00	0.00%	-26.10%	
600-00-50653-006-000	MAINT METERS- BENCH METER TEST	1,640.00	1,446.99	1,062.38	1,000.00	1,171.88	1,000.00	64.00%	11.77%	
600-00-50653-007-000	MAINT METERS- CELLULAR SUB FEE	4,500.00	.00	.00	4,500.00	.00	4,500.00	0.00%	100.00%	
600-00-50654-001-000	MAINT HYDRANTS- LABOR	10,000.00	923.74	678.21	10,000.00	9,833.08	2,500.00	0.00%	90.76%	
600-00-50654-002-000	MAINT HYDRANTS- REPAIR PARTS	7,000.00	245.59	180.31	7,000.00	8,901.77	5,000.00	0.00%	96.49%	
600-00-50655-001-000	MAINT BOOSTER STATION- LABOR	1,378.00	43.09	31.64	1,200.00	248.38	1,200.00	14.83%	96.87%	
600-00-50655-002-000	MAINT BOOSTER STATION- ELECTRC	2,872.00	2,550.20	1,872.36	2,600.00	2,786.05	2,600.00	10.46%	11.20%	
600-00-50655-003-000	MAINT BOOSTER STATION- MATERL	21,000.00	.00	.00	1,000.00	.00	1,000.00	2000.00%	100.00%	PLC* at Hawthorne Hill
600-00-50700-001-000	TRUCK EXPENSE- FUEL	5,500.00	5,114.26	3,754.89	4,500.00	4,937.39	4,500.00	22.22%	7.01%	

Proposed 2026 Budget - Water Utility for the November 18, 2025 Village Board Meeting

Acct#	Title	Budget	Projected	Current Actual	Current Budget	PY Actual	PY Budget	% Change Budget	% Diff: Budget to Projected	Notes
600-00-50700-002-000	TRUCK EXPENSE- REPAIR & PARTS	2,000.00	.00	.00	2,000.00	.00	2,000.00	0.00%	100.00%	
600-00-50700-003-000	TRUCK EXPENSE- EQUIP & TOOLS	2,500.00	2,152.96	1,580.70	1,000.00	1,668.81	1,000.00	150.00%	13.88%	
600-00-50700-004-000	TRUCK EXPENSE- LABOR	6,900.00	6,973.67	5,120.07	4,500.00	6,168.48	3,500.00	53.33%	-1.07%	
600-00-50850-013-000	EMPLOYEE PENSION/HEALTH/LIFE	.00	.00	.00	.00	-10,764.00	.00	0.00%	0.00%	
600-00-50901-001-000	METER READING- LABOR	1,654.00	715.69	525.46	2,500.00	1,265.70	2,500.00	-33.84%	56.73%	
600-00-50902-001-000	ACCOUNTING/TREASURER	35,410.00	11,805.08	8,667.29	35,410.00	20,136.11	35,410.00	0.00%	66.66%	
600-00-50903-001-000	METER READ- POSTAGE/ENVELOPES	5,000.00	2,364.81	1,736.24	2,000.00	6,005.59	2,000.00	150.00%	52.70%	
600-00-50903-002-000	METER READ- RECORD FORMS	100.00	.00	.00	100.00	.00	100.00	0.00%	100.00%	
600-00-50903-003-000	METER READ- BILLING FORMS	500.00	.00	.00	500.00	.00	500.00	0.00%	100.00%	
600-00-50903-004-000	METER READ- COMPUTER SUPPORT	10,000.00	8,378.26	6,151.32	12,500.00	9,588.46	10,500.00	-20.00%	16.22%	
600-00-50904-001-000	PROT CLOTHING- UNIFORMS	5,600.00	5,526.51	4,057.56	3,500.00	4,432.85	1,700.00	60.00%	1.31%	
600-00-50904-002-000	PROT CLOTHING- SAFETY EQUIP	200.00	177.00	129.95	200.00	288.25	200.00	0.00%	11.50%	
600-00-50920-001-000	ADMIN SALARY- ADMIN & CLERK	41,261.00	44,293.78	32,520.49	25,805.00	38,797.65	25,805.00	59.90%	-7.35%	
600-00-50920-002-000	ADMIN SALARY- VILLAGE ENGINEER	25,377.00	26,620.63	19,544.87	29,900.00	26,274.40	29,900.00	-15.13%	-4.90%	
600-00-50920-003-000	ADMIN SALARY- DPW SUPERVISOR	50,674.00	53,670.68	39,405.01	47,545.00	51,320.20	47,545.00	6.58%	-5.91%	
600-00-50921-001-000	OFFICE SUPPLIES- STATIONARY	125.00	.00	.00	125.00	157.40	125.00	0.00%	100.00%	
600-00-50921-002-000	OFFICE SUPPLIES- FORMS	500.00	43.58	32.00	500.00	310.59	500.00	0.00%	91.28%	
600-00-50921-003-000	OFFICE SUPPLIES- COMPUTER PURC	2,500.00	.00	.00	1,000.00	219.37	1,000.00	150.00%	100.00%	
600-00-50921-004-000	OFFICE SUPPLIES- INTERNET SERV	1,300.00	.00	.00	1,200.00	1,296.24	1,200.00	8.33%	100.00%	
600-00-50923-001-000	OUTSIDE SERVICES- AUDITORS	30,000.00	19,314.47	19,314.47	15,000.00	10,890.00	15,000.00	100.00%	35.62%	
600-00-50923-002-000	OUTSIDE SERVICES- ENGINEERING	40,000.00	5,720.51	4,200.00	30,000.00	40,386.14	30,000.00	33.33%	85.70%	
600-00-50923-003-000	OUTSIDE SERVICES- CONSULTING	43,100.00	14,579.13	10,704.00	69,056.00	22,948.75	69,056.00	-37.59%	66.17%	
600-00-50923-004-000	OUTSIDE SERVICES- MAPPING	7,000.00	544.81	400.00	7,000.00	7,061.72	7,000.00	0.00%	92.22%	
600-00-50923-005-000	OUTSIDE SERVICES- DIGGERS	1,100.00	2,105.24	1,545.67	1,100.00	1,339.76	1,100.00	0.00%	-91.39%	
600-00-50923-006-000	OUTSIDE SERVICES- PT LABOR	3,000.00	.00	.00	2,000.00	.00	2,000.00	50.00%	100.00%	
600-00-50923-007-000	OUTSIDE SERVICES- COMMUNICATION	1,000.00	3,218.06	2,362.70	1,000.00	1,415.88	1,000.00	0.00%	-221.81%	
600-00-50923-008-000	OUTSIDE SERVICES- BOND EXPENSE	.00	.00	.00	.00	.00	.00	0.00%	0.00%	
600-00-50924-000-000	INSURANCE- VEH/BLDG/WC/LIAB	30,000.00	23,266.81	17,082.49	23,000.00	31,730.71	23,000.00	30.43%	22.44%	
600-00-50925-000-000	WORKER'S COMP	.00	820.38	602.32	.00	.00	.00	0.00%	0.00%	
600-00-50926-001-000	EMPLOYEE BENEFITS- HEALTH INS	72,000.00	69,448.73	50,989.26	87,722.00	65,558.55	87,722.00	-17.92%	3.54%	
600-00-50926-002-000	EMPLOYEE BENEFITS- WRS	24,000.00	23,602.10	17,328.66	18,475.00	21,849.46	18,475.00	29.91%	1.66%	
600-00-50926-003-000	EMPLOYEE BENEFITS- LIFE/STD	2,204.00	308.43	226.45	2,635.00	295.87	2,635.00	-16.36%	86.01%	
600-00-50926-004-000	EMPLOYEE BENEFITS- DENTAL	1,118.00	1,252.67	919.71	1,664.00	1,251.83	1,664.00	-32.81%	-12.05%	
600-00-50926-005-000	EMPLOYEE BENEFITS- FICA	27,000.00	25,216.52	18,513.97	20,483.00	19,415.81	20,483.00	31.82%	6.61%	
600-00-50926-006-000	EMPLOYEE BENEFITS- TRAINING	3,600.00	6,829.23	5,014.02	3,500.00	3,375.16	3,500.00	2.86%	-89.70%	
600-00-50926-007-000	EMPLOYEE BENEFITS- OTH LABOR	37,000.00	29,416.71	21,597.75	.00	35,481.63	.00	0.00%	20.50%	
600-00-50926-009-000	EMPLOYEE BENEFITS- DISABILITY	3,450.00	3,144.18	2,308.46	.00	2,684.11	.00	0.00%	8.86%	
600-00-50928-002-000	REG COMMISSION EXP- PSC ASSMT	.00	.00	.00	.00	2,273.06	.00	0.00%	0.00%	
600-00-50928-003-000	REG COMMISSION EXPENSES	1,750.00	170.25	125.00	1,750.00	16,090.00	1,750.00	0.00%	90.27%	
600-00-50930-001-000	MISC GEN EXP- OFFICIAL NOTICES	500.00	592.48	435.00	500.00	.00	500.00	0.00%	-18.50%	

Proposed 2026 Budget - Water Utility for the November 18, 2025 Village Board Meeting

Acct#	Title	Budget	Projected	Current Actual	Current Budget	PY Actual	PY Budget	% Change Budget	% Diff: Budget to Projected	Notes
600-00-50930-002-000	MISC GEN EXP- MEMBERSHIPS	625.00	783.17	575.00	550.00	612.00	550.00	13.64%	-25.31%	
600-00-50930-003-000	MISC GEN EXP- LICENSES	400.00	117.00	85.90	250.00	318.64	250.00	60.00%	70.75%	
600-00-50930-004-000	MISC GEN EXP- TRAINING	4,000.00	3,063.52	2,249.24	3,500.00	2,174.39	3,500.00	14.29%	23.41%	
600-00-50930-005-000	MISC GEN EXP- OFFICE RENT	5,600.00	4,061.56	2,982.00	2,600.00	2,600.00	2,600.00	115.38%	27.47%	
600-00-50930-006-000	MISC GEN EXP- BANK FEES	.00	5,303.08	3,893.52	.00	3,284.85	.00	0.00%	0.00%	
600-00-50931-001-000	OUTLAY- PROJECTS	6,003,500.00	.00	2,044,936.11	7,913,000.00	-.03	4,997,910.00	-24.13%	100.00%	
600-00-50931-001-002	OUTLAY- EQUIPMENT	127,000.00	.00	.00	.00	.00	.00	0.00%	100.00%	
600-00-50931-002-001	OUTLAY- METER LABOR	16,000.00	16,044.97	11,780.22	10,000.00	-.07	10,000.00	60.00%	-0.28%	
600-00-50931-002-002	OUTLAY- METERS & MATERIAL	.00	.00	.00	.00	.00	.00	0.00%	0.00%	
Total Expenditures		8,134,995.00	1,059,508.60	3,482,968.22	9,418,314.00	1,933,437.99	6,632,518.00	-13.63%	86.98%	
Fund Balance		-4,967,495.00	162,800.46	549,982.65	-7,701,314.00	661,994.65	-4,915,518.00	-35.50%	103.28%	

Water Utility Outlay Projects

Hydrant Replacements or Rehab	\$ 20,000
Hydrant Painting	\$ 8,000
Well #3 Rehab Design	\$ 56,000
Well #3: Standpipe Rehab	\$ 444,000
Well #4 HMO Contruction	\$ 1,300,000
Well #4 Construction Administration	\$ 300,000
Well #4: Pump and Well Rehab	\$ 250,000
Well #5: Pump and Well Rehab	\$ 500,000
Well #6: Temporary PFAS Treatment	\$ 350,000
Well #6 Permenant PFAS Trmnt Alt Analysis	\$ 60,000
Well #6 Permenant PFAS Trmnt Design	\$ 250,000
Well #7 Well Design	\$ 65,500
Well #7 Well Drill	\$ 1,200,000
Well #7 Site Design	\$ 200,000
2026 Street & Utility Proj Glacier Dr: Water Main Replace	\$ 500,000
2026 Street & Utility Project W. Wisconsin	\$ 25,000
Lake Street Tower: Tower Overcoat & Repair	\$ 400,000
Water Utility Study for NR854	\$ 75,000
	<u>\$ 6,003,500</u>

*PLC is a Program Logic Controller

Water Utility Outlay Equipment

Vehicle 201: Chevy Silverado 3500	\$ 100,000
Vehicle 207: Wachs Hydraulic Power Unit	\$ 27,000
	<u>\$ 127,000</u>

Anticipated Proceeds from Debt in 2026 As of October 31, 2025:

Well # 7 Design and Drill	\$ 1,265,500
Well #6 Work	\$ 660,000

2026 Budget Storm Sewer Utility 650 Fund for November 18 Village Board Meeting

Acct#	Title	Budget	Projected	Current Actual	Current Budget	PY Actual	PY Budget	% Change Budget	% Diff. Budget to Projected
Fund650 - STORMWATER FUND									
650-00-40421-000-000	CONTRIBUTIONS IN AID OF CONST	.00	.00	.00	.00	416,891.00	.00	0.00%	0.00%
650-00-40622-000-000	CONTRIBUTED CAPITAL	.00	.00	.00	.00	.00	.00	0.00%	0.00%
650-00-40622-001-000	REVENUES- RESIDENTIAL	145,000.00	151,709.20	75,854.60	134,000.00	150,125.71	134,000.00	8.21%	-4.42%
650-00-40622-001-002	REVENUES- MULTI-FAMILY	35,000.00	37,150.76	18,575.38	33,000.00	37,062.44	33,000.00	6.06%	-5.79%
650-00-40622-002-003	REVENUES- COMMERCIAL	76,000.00	79,532.90	39,766.45	75,000.00	82,102.92	75,000.00	1.33%	-4.44%
650-00-40622-003-004	REVENUES- INDUSTRIAL	36,000.00	38,472.32	19,236.16	33,000.00	38,472.32	33,000.00	9.09%	-6.43%
650-00-40622-004-005	REVENUES- INSTITUTIONAL	47,000.00	50,731.52	25,365.76	44,000.00	50,778.05	44,000.00	6.82%	-7.36%
650-00-40631-000-000	FORFEITED DISCOUNTS	1,000.00	2,224.06	1,112.03	500.00	1,518.93	500.00	100.00%	-55.04%
650-00-40634-000-000	MISC GRANT REVENUES	.00	.00	.00	.00	.00	.00	0.00%	0.00%
650-00-40635-000-000	MISCELLANEOUS OPERATNG REVENUE	.00	.00	127.71	.00	3,758.06	.00	0.00%	0.00%
650-00-40636-000-000	INTEREST INCOME	.00	.00	848.15	.00	587.48	.00	0.00%	0.00%
650-00-49190-000-000	BOND PREMIUM	.00	.00	.00	.00	1,403.00	.00	0.00%	0.00%
Total Revenue		340,000.00	359,820.76	180,886.24	319,500.00	782,699.91	.00	6.42%	-5.51%
650-00-50427-000-000	PRINCIPAL & INTEREST ON DEBT	46,462.00	.00	217,664.21	22,600.00	12,645.00	22,600.00	105.58%	0.00%
650-00-51938-000-000	INSURANCE EXP-VEH/BLDG/WC/LIAB	9,000.00	5,784.23	3,661.42	12,000.00	9,940.37	12,000.00	-25.00%	55.60%
650-00-53100-000-110	DPW/ENGINEER SALARIES	28,000.00	18,882.86	11,952.85	51,119.00	18,454.05	51,119.00	-45.23%	48.28%
650-00-53100-000-120	CONTRACTED ENGINEERING SERVICE	8,000.00	5,447.08	3,448.00	12,000.00	12,987.10	10,000.00	-33.33%	46.87%
650-00-53100-000-140	ADMINISTRATION EXPENSES	10,000.00	9,313.82	5,895.65	7,101.00	12,209.39	7,101.00	40.83%	7.37%
650-00-53310-000-310	FUEL EXPENSE/SWEEPER	6,000.00	5,780.62	3,659.13	6,000.00	5,294.64	6,000.00	0.00%	3.80%
650-00-53310-100-310	FUEL EXPENSE/LAKE OPERATIONS	1,000.00	1,019.62	645.42	1,000.00	.00	1,000.00	0.00%	-1.92%
650-00-53311-000-110	DPW WAGES INCLUDING PART TIME	68,129.00	62,750.08	47,062.56	68,129.00	84,928.42	68,129.00	0.00%	8.57%
650-00-53311-000-120	OVERTIME	1,500.00	627.05	396.92	1,500.00	1,445.02	1,500.00	0.00%	139.22%
650-00-53311-000-130	FRINGE BENEFITS	28,403.00	22,877.31	17,157.98	28,403.00	30,314.18	28,403.00	0.00%	24.15%
650-00-53330-000-310	EQUIPMENT MAINT/SWEEPER	5,000.00	2,628.47	1,663.82	7,900.00	1,436.50	7,900.00	-36.71%	90.22%
650-00-53330-100-310	EQUIP MAINT/LAKE OPERATIONS	4,000.00	3,556.13	2,251.03	5,000.00	4,184.92	5,000.00	-20.00%	12.48%
650-00-53440-000-310	STORM SEWER MAINTENANCE	22,200.00	18,926.18	11,980.27	40,000.00	22,715.74	22,200.00	-44.50%	17.30%
650-00-53635-000-000	RECYCLING EXPENSES	1,000.00	.00	.00	6,000.00	.00	6,000.00	-83.33%	0.00%
650-00-53650-000-000	LAKE WEED MAINTENANCE	500.00	.00	.00	500.00	540.00	500.00	0.00%	0.00%
650-00-57325-000-000	STORM WATER GENERAL OUTLAY	310,000.00	21,968.25	13,905.90	36,000.00	-.45	36,000.00	761.11%	1311.13%
Total Expenditures		549,194.00	179,561.68	341,345.16	305,252.00	217,094.88	.00	79.91%	205.85%
FundFund Balance		-209,194.00	180,259.08	-160,458.92	14,248.00	565,605.03	.00	-1568.23%	-216.05%

Storm Water Outlay Projects

2026 Street Proj: W. Wisconsin

\$ 100,000

2026 Street Proj: Glacier Road	\$ 60,000
2026 Street Proj: Prospect Ave.	\$ 125,000
MS4 Storm Water TMDL TSS Study	<u>\$ 25,000</u>
Total Outlay:	<u><u>\$ 310,000</u></u>

2026 Budget Sanitary Sewer 700 Fund for November 18 Village Board Meeting

Acct#	Title	Budget	Projected	Current Actual	Current Budget	PY Actual	PY Budget	% Change Budget	% Diff Budget to Projected	Notes
Fund700 - SANITARY SEWER FUND										
700-00-40421-000-000	CONTRIBUTIONS IN AID OF CONST	.00	.00	.00	.00	1,053,182.00	.00	0.00%	0	
700-00-40622-001-000	REVENUES- RESIDENTIAL	520,000.00	483,534.37	362,650.78	675,000.00	712,914.22	675,000.00	-22.96%	7.54%	
700-00-40622-002-000	REVENUES- COMMERCIAL	400,000.00	268,767.55	201,575.66	375,000.00	404,709.07	375,000.00	6.67%	48.83%	
700-00-40622-003-000	REVENUES- INDUSTRIAL	42,000.00	28,512.08	21,384.06	58,000.00	47,001.81	58,000.00	-27.59%	47.31%	
700-00-40622-004-000	REVENUES- PUBLIC AUTHORITY	140,000.00	99,497.07	74,622.80	59,000.00	136,945.28	59,000.00	137.29%	40.71%	
700-00-40622-005-000	REVENUES- MULTI-FAMILY	510,000.00	338,622.52	253,966.89	515,000.00	518,502.04	515,000.00	-0.97%	50.61%	
700-00-40623-001-000	REVENUES- CITY & LPSD	125,000.00	130,051.95	97,538.96	125,000.00	193,643.31	125,000.00	0.00%	-3.88%	
700-00-40631-000-000	FORFEITED DISCOUNTS	10,000.00	6,775.08	5,081.31	5,000.00	14,383.56	5,000.00	100.00%	47.60%	
700-00-40633-000-000	SEWER RESERVED CAPACITY ASSMT	15,000.00	57,600.00	43,200.00	.00	83,616.88	.00	0.00%	-73.96%	
700-00-40635-000-000	MISCELLANEOUS OPERATING REV	.00	.00	212.85	.00	1,569.19	.00	0.00%	0.00%	
700-00-40636-000-000	INTEREST INCOME	125,000.00	232,508.17	170,707.50	40,000.00	293,621.23	40,000.00	212.50%	-46.24%	
700-00-49190-000-000	BOND PREMIUM	.00	.00	.00	.00	23,484.00	.00	0.00%	0.00%	
Total Revenue		1,887,000.00	1,645,868.79	1,230,940.81	1,852,000.00	3,483,572.59	1,852,000.00	1.89%	14.65%	
700-00-50403-000-000	DEPRECIATION EXPENSE	.00	.00	.00	.00	453,316.00	.00	0.00%	0.00%	
700-00-50405-000-000	AMORTIZ OF INVESTMENT IN WWTP	.00	.00	.00	.00	230,368.00	.00	0.00%	0.00%	
700-00-50419-000-000	OPERATING TRANSFERS	130,420.00	130,420.00	97,815.00	130,420.00	130,420.00	130,420.00	0.00%	0.00%	
700-00-50427-000-000	INTEREST ON LONG TERM DEBT	116,103.00	56,872.04	36,000.00	.00	26,003.00	79,136.00	0.00%	104.15%	
700-00-50429-000-000	DEBT PAYMENTS 2175M 1992B	160,000.00	408,138.47	258,351.65	.00	74,417.25	180,000.00	0.00%	-60.80%	
700-00-50429-000-500	DEBT PAYMENTS 2013 ISSUES	19,362.00	30,588.48	19,362.51	.00	4,718.63	.00	0.00%	-36.70%	
700-00-50429-001-000	DEBT PAYMENTS-ISSUANCE EXPENSE	.00	24,517.08	15,519.31	.00	9,697.17	800.00	0.00%	-100.00%	
700-00-50821-000-000	POWER AND FUEL FOR PUMPING	10,000.00	9,414.64	6,912.23	9,000.00	6,946.70	9,000.00	11.11%	6.22%	
700-00-50822-001-000	PUMP STATION #1 LABOR	20,000.00	19,073.88	14,004.04	20,000.00	20,526.83	20,000.00	0.00%	4.86%	
700-00-50822-002-000	PUMP STATION #1 ELECTRIC	56,000.00	45,571.49	33,458.59	56,000.00	49,252.63	50,000.00	0.00%	22.88%	
700-00-50822-003-000	PUMP STATION #1 NATURAL GAS	5,700.00	4,970.84	3,649.59	7,500.00	2,850.27	7,500.00	-24.00%	14.67%	
700-00-50822-004-000	PUMP STATION #1 WATER	12,000.00	9,679.96	7,107.03	12,000.00	8,683.91	8,500.00	0.00%	23.97%	
700-00-50822-005-000	PUMP STATION #1 PHONE/PAGER	5,000.00	3,336.62	2,449.75	5,700.00	4,148.65	3,000.00	-12.28%	49.85%	
700-00-50822-006-000	PUMP STATION #1 OIL/MISC	700.00	.00	.00	700.00	100.00	700.00	0.00%	0.00%	
700-00-50822-007-000	PUMP STATION #1 ELEVATOR MAINT	36,000.00	32,577.05	23,918.07	8,000.00	7,136.36	8,000.00	350.00%	10.51%	
700-00-50822-009-000	PUMP STATION #1 METER TEST	2,500.00	.00	.00	2,500.00	.00	2,500.00	0.00%	0.00%	
700-00-50822-010-000	PUMP STATION #1 EQUIP MAINT	75,000.00	15,902.21	11,675.40	75,000.00	76,463.20	75,000.00	0.00%	371.63%	
700-00-50822-011-000	PUMP STATION #1 SAFETY EQUIP	2,000.00	.00	.00	1,000.00	.00	1,000.00	100.00%	0.00%	
700-00-50822-013-000	PUMP STATION #1 DIESEL FUEL	1,500.00	.00	.00	1,000.00	4,198.79	1,000.00	50.00%	0.00%	
700-00-50822-014-000	PUMP STATION #1 COMPUTER MAINT	4,500.00	4,020.02	2,951.50	1,200.00	4,027.99	1,200.00	275.00%	11.94%	
700-00-50830-000-000	DUE TO WATER- METER USAGE	40,000.00	25,538.00	18,750.00	36,000.00	39,960.00	25,000.00	11.11%	56.63%	

2026 Budget Sanitary Sewer 700 Fund for November 18 Village Board Meeting

Acct#	Title	Budget	Projected	Current Actual	Current Budget	PY Actual	PY Budget	% Change Budget	% Diff Budget to Projected	Notes
700-00-50830-001-000	DEDUCT METER PURCHASE FROM WTR	10,000.00	.00	.00	10,000.00	5,100.00	10,000.00	0.00%	0.00%	
700-00-50831-001-000	MAINT COLLECT SYS- LBR DIGGERS	30,000.00	29,599.82	21,732.19	18,000.00	21,883.99	9,000.00	66.67%	1.35%	
700-00-50831-002-000	MAINT COLLECT SYS- MAINT TOOLS	2,000.00	93.75	68.83	2,000.00	1,020.67	2,000.00	0.00%	2033.37%	
700-00-50831-003-000	MAINT COLLECT SYS- PIPE MATERL	42,000.00	.00	.00	40,000.00	36.86	40,000.00	5.00%	0.00%	
700-00-50831-004-000	MAINT COLLECT SYS- WATER	1,000.00	.00	.00	1,000.00	.00	1,000.00	0.00%	0.00%	
700-00-50831-005-000	MAINT COLLECT SYS- SAFETY EQUIP	1,500.00	604.60	443.90	500.00	35.00	500.00	200.00%	148.10%	
700-00-50831-006-000	MAINT COLLECT SYS- JETTER	12,000.00	15,514.29	11,390.59	11,000.00	3,997.71	5,000.00	9.09%	-22.65%	
700-00-50832-001-000	MAINT COLLECT SYS- LABOR	10,000.00	.00	.00	10,000.00	590.00	10,000.00	0.00%	0.00%	
700-00-50832-002-000	MAINT COLLECT SYS- LIFT MAINT	5,000.00	3,516.34	2,581.70	5,000.00	6,239.58	5,000.00	0.00%	42.19%	
700-00-50832-003-000	MAINT COLLECT SYS- RADIO ALARM	57,000.00	.00	.00	3,000.00	150.00	3,000.00	1800.00%	0.00%	3 PLCs*
700-00-50833-001-000	MAINT FORCE MAIN BRKFLD- LABOR	4,548.00	3,961.77	2,908.73	3,500.00	3,371.97	3,500.00	29.94%	14.80%	
700-00-50833-002-000	MAINT FORCE MAIN BRKFLD- VALVE	4,000.00	.00	.00	500.00	.00	500.00	700.00%	0.00%	
700-00-50833-003-000	MAINT FORCE MAIN BRKFLD- SERVC	602.00	.00	.00	600.00	.00	600.00	0.33%	0.00%	
700-00-50834-001-000	MAINT BLDG GROUNDS- LABOR	2,000.00	.00	.00	2,000.00	.00	2,000.00	0.00%	0.00%	
700-00-50834-002-000	MAINT BLDG GROUNDS- MATERIAL	500.00	16.33	11.99	500.00	.00	500.00	0.00%	2961.72%	
700-00-50835-001-000	MAINT R&R- MANHOLE FRAME/COVER	30,000.00	2,948.95	2,165.12	26,000.00	736.00	1,000.00	15.38%	917.31%	
700-00-50835-002-000	MAINT R&R- VEHICLE MAINT/GAS	5,000.00	4,262.84	3,129.78	5,000.00	5,211.27	5,000.00	0.00%	17.29%	
700-00-50835-002-100	VEH/EQUIP MAINT- INTERNL LABOR	5,000.00	3,485.63	2,559.15	2,500.00	3,084.37	2,500.00	100.00%	43.45%	
700-00-50835-003-000	MAINT REPAIR &REHAB- MATERIALS	400.00	.00	.00	400.00	806.67	400.00	0.00%	0.00%	
700-00-50836-000-000	PROT CLOTHING- UNIFORMS	6,000.00	5,473.02	4,018.29	2,500.00	4,122.75	2,500.00	140.00%	9.63%	
700-00-50840-000-000	TREASURER/ACCOUNTING	25,000.00	11,805.08	8,667.29	35,410.00	23,441.33	35,410.00	-29.40%	111.77%	
700-00-50850-001-000	ADMIN SALARIES- VILL ENGINEER	29,000.00	10,648.07	7,817.81	28,984.00	21,910.01	28,984.00	0.06%	172.35%	
700-00-50850-002-000	ADMIN SALARIES- ADMINISTRATOR	14,000.00	13,230.06	9,713.51	12,014.00	12,733.00	12,014.00	16.53%	5.82%	
700-00-50850-003-000	ADMIN SALARIES- CLERK	32,000.00	31,063.74	22,807.00	13,791.00	26,064.58	13,791.00	132.04%	3.01%	
700-00-50850-004-000	ADMIN SALARIES- DPW SUPERVISOR	54,000.00	53,670.62	39,404.97	47,545.00	47,453.95	47,545.00	13.58%	0.61%	
700-00-50850-005-000	EMPLOYEE BENEFITS- HEALTH	44,000.00	37,588.83	27,597.72	57,706.00	39,358.78	57,706.00	-23.75%	17.06%	
700-00-50850-006-000	EMPLOYEE BENEFITS- WRS	15,000.00	12,586.41	9,240.94	17,172.00	12,820.93	17,172.00	-12.65%	19.18%	
700-00-50850-007-000	EMPLOYEE BENEFITS- DENTAL	1,000.00	691.58	507.76	1,086.00	760.09	1,086.00	-7.92%	44.60%	
700-00-50850-008-000	EMPLOYEE BENEFITS- LIFE/DISABL	2,000.00	1,694.44	1,244.06	2,578.00	1,834.59	2,578.00	-22.42%	18.03%	
700-00-50850-009-000	EMPLOYEE BENEFITS- FICA	15,000.00	13,256.33	9,732.80	19,038.00	13,636.74	19,038.00	-21.21%	13.15%	
700-00-50850-010-000	EMPLOYEE BENEFITS	.00	.00	.00	.00	.00	.00	0.00%	0.00%	
700-00-50850-013-000	EMPLOYEE BENEFITS- GASB 68	.00	.00	.00	.00	-6,886.00	.00	0.00%	0.00%	
700-00-50851-000-000	OFFICE EXPENSES- SOFTWARE SUPP	8,830.00	619.82	455.07	8,830.00	2,153.16	8,830.00	0.00%	1324.61%	
700-00-50851-004-000	OFFICE EXPENSES- COMPUTER SUPP	18,170.00	23,129.42	16,981.62	18,000.00	17,905.23	18,000.00	0.94%	-21.44%	
700-00-50852-001-000	OUTSIDE SERVICES- CONSULTING	18,000.00	.00	.00	10,000.00	15,441.38	10,000.00	80.00%	0.00%	

2026 Budget Sanitary Sewer 700 Fund for November 18 Village Board Meeting

Acct#	Title	Budget	Projected	Current Actual	Current Budget	PY Actual	PY Budget	% Change Budget	% Diff Budget to Projected	Notes
700-00-50852-002-000	OUTSIDE SERVICES- MAPPING	12,000.00	544.81	400.00	6,000.00	7,061.72	6,000.00	100.00%	2102.60%	
700-00-50852-003-000	OUTSIDE SERVICES- DIGGERS HOTL	2,500.00	1,928.15	1,415.65	850.00	1,068.60	850.00	194.12%	29.66%	
700-00-50852-004-000	OUTSIDE SERVICES- AUDITORS	6,600.00	5,048.31	3,706.47	6,700.00	5,574.25	6,700.00	-1.49%	30.74%	
700-00-50852-005-000	OUTSIDE SERVICES- PT LABOR	4,000.00	.00	.00	4,000.00	.00	4,000.00	0.00%	0.00%	
700-00-50852-006-000	OUTSIDE SERVICES- COMMUNICATNS	1,000.00	469.48	344.69	500.00	786.49	500.00	100.00%	113.00%	
700-00-50853-000-000	INSURANCE- VEH/BLDG/WC/LIAB	38,000.00	20,384.91	14,966.60	43,000.00	38,205.82	43,000.00	-11.63%	86.41%	
700-00-50856-000-000	MISC GEN EXPENSES	2,500.00	2,913.55	2,139.13	2,001.00	2,445.45	2,001.00	24.94%	-14.19%	
700-00-50856-001-000	MISC GEN EXPENSE- LABOR	4,500.00	.00	.00	2,500.00	.00	2,500.00	80.00%	0.00%	
700-00-50856-002-000	MISC GEN EXPENSE- TRAINING	4,500.00	3,218.63	2,363.12	4,500.00	1,374.25	4,500.00	0.00%	39.81%	
700-00-50856-005-000	MISC GEN EXPENSE- OFFICE RENT	3,550.00	5,608.83	4,118.00	3,550.00	3,550.00	3,550.00	0.00%	-36.71%	
700-00-50857-000-000	TREATMENT COSTS- BROOKFIELD	723,000.00	348,893.15	256,157.35	723,000.00	569,219.18	625,000.00	0.00%	107.23%	
700-00-50990-000-000	OUTLAY	2,293,000.00	449,570.66	330,074.78	845,040.00	-.14	845,040.00	171.35%	410.04%	
700-00-50991-000-000	SEWER REPLACEMENT FUND	40,000.00	40,086.22	29,431.30	40,375.00	.00	40,375.00	-0.93%	-0.22%	
Account		4,336,485.00	1,978,749.24	1,402,222.58	2,464,190.00	2,067,535.61	2,562,926.00	75.98%	119.15%	
TypeExpenditure										
Fund Balance		-2,449,485.00	-332,880.45	-171,281.77	-612,190.00	1,416,036.98	-710,926.00	300.12%	635.85%	

2026 Sanitary Sewer Fund Outlay Projects

City of Brookfield Contribution to Plant Expand	\$ 88,000
Forcemain Air Releases: Rehab/Replace	\$ 5,000
Forcemain: Inspections	\$ 60,000
2026 Street Proj: Glacier Dr: Line/Spot Repair Sewer Mains	\$ 125,000
Lift Station #1 Elevator Replacement	\$ 300,000
Lift Station #1 Upgrade: Study & Design	\$ 150,000
Lift Station #1 Capacity Study	\$ 40,000
Lift Station #1 Pump 2 Replacement	\$ 100,000
Lift Station #1 Valve Replacement	\$ 45,000
Lift Station #1 Expansion Bar HVAC	\$ 125,000
Lift Station #1 LPSD Valve	\$ 45,000
Lift Station #1 VFD	\$ 30,000
Manhole & Sewer Repairs	\$ 50,000
Sewer Relay emergency	\$ 10,000
Main St. Sewer Relay	\$ 300,000
Hickory St Sewer Lining	\$ 10,000
Kopmeier Lift Station Reconstruction	\$ 810,000
	<u>\$ 2,293,000</u>

*PLC is Program Logic Controller, at Maple, Sussex and White Oaks

Proposed 2026 Budget - Cemetery Fund for the November 18, 2025 Village Board Meeting

Acct#	Title	Budget	Projected	Current Actual	Current Budget	PY Actual	PY Budget	% Change Budget	% Change Projected
Fund800 - CEMETERY FUND									
800-00-40471-000-000	INSURANCE RECOVERIES	.00	.00	.00	.00	.00	.00	0.00%	0.00%
800-00-46540-000-000	GRAVE LOT SALES	10,000.00	12,421.41	8,100.00	12,000.00	18,750.00	12,000.00	-16.67%	-19.49%
800-00-46550-000-000	INTERMENT/FOUNDATION FEES	13,000.00	21,258.24	13,862.50	7,000.00	24,156.25	15,000.00	85.71%	-38.85%
800-00-47121-000-000	INTEREST ON INVESTMENTS	1,000.00	1,425.23	929.39	500.00	1,840.58	1,000.00	100.00%	-29.84%
Total Revenues		24,000.00	35,104.88	22,891.89	19,500.00	44,746.83	.00		
800-00-51120-000-100	RECORDING FEE CLEARING	.00	.00	.00	.00	.00	.00	0.00%	0.00%
800-00-54910-000-000	MOW/MAINT CONTRACTED SERVICES	3,000.00	617.59	402.73	3,000.00	1,972.38	5,000.00	0.00%	385.76%
800-00-54915-000-000	GIS CEMETERY MAPPING	4,000.00	5,085.11	3,316.00	2,500.00	7,690.29	8,600.00	60.00%	-21.34%
800-00-54920-000-000	MISCELLANEOUS GENERAL EXPENSES	2,000.00	679.67	443.21	2,000.00	1,672.09	4,000.00	0.00%	194.26%
800-00-59610-000-000	CEMETERY WAGES	10,000.00	8,546.11	5,572.92	12,000.00	9,297.78	16,000.00	-16.67%	17.01%
800-00-59610-000-130	CEMETERY BENEFITS	2,100.00	2,149.29	1,401.55	5,000.00	2,097.73	5,200.00	-58.00%	-2.29%
Total Expenditures		21,100.00	17,077.76	11,136.41	24,500.00	22,730.27	.00		
FundBalance		2,900.00	18,027.11	11,755.48	-5,000.00	22,016.56	.00		

Lake Patrol Budget to Actual Summary 12/31/2025

Account Number	Account Title	2024 Finish	Projected '25	Proposed '26	Cur Budget	Variance	% Budget
950-00-51938-000-000	INSURANCE EXPENSE(E)	1,710.33	1710.33	3200	3200	1,489.67	53.45%
950-00-51940-000-000	DISABILITY/UNEMPLOYMENT(E)	0.00	0	0	0	0.00	0.00%
950-00-52000-000-000	ADMINSTRATION EXPENSE(E)	3,582.14	3582.14	2500	2500	-1,082.14	143.29%
950-00-52100-000-110	modeled LAKE PATROL SALARIES/WAGES(E)	27,997.18	32,400.00	34,250.00	34250	6,252.82	94.60%
950-00-52100-000-130	with 1080 LAKE PATROL FRINGE BENEFITS(E)	2,276.14	2276.14	3500	3500	1,223.86	65.03%
950-00-52100-000-140	hours OFFICE SUPPLIES(E)	671.47	671.47	500	500	-171.47	134.29%
950-00-52100-000-300	EQUIPMENT AND MAINTENANCE(E)	6,726.03	6726.03	8150	8150	1,423.97	82.53%
950-00-52100-000-310	VEHICLE MAINTENANCE(E)	1,100.17	1100.17	4200	4200	3,099.83	26.19%
950-00-52100-000-400	LEGAL COUNSEL EXPENSE(E)	0.00	0	600	600	600.00	0.00%
950-00-52100-000-410	LAKE PATROL UNIFORM EXP(E)	136.73	136.73	750	750	613.27	18.23%
950-00-52100-000-500	GRANT/DONATION FUNDED EXPENSE(E)	0.00	0	0	0	0.00	0.00%
950-00-52100-000-600	REVENUE DISTRIBUTION EXPENSE(E)	29,809.00	29809	26500	26500	-3,309.00	112.49%
950-00-57610-000-000	LAKE PATROL OUTLAY(E)	6,225.00	6225	0	0	-6,225.00	0.00%
950-00-52100-000-145	LAKE PATROL TRAINING(E)	2,974.84	2974.84	5000	3250	275.16	59.50%
950-00-51120-000-100	BOATER SAFETY CLEARING(E)	0.00	0	0	0	0.00	0.00%
Total Expenditure:		83,209.03	87,611.85	89,150.00	87,400.00		98.27%
Account Number	Account Title	2024 Finish	Projected '25	Proposed '26	Cur Budget	Variance	% Budget
950-00-43521-000-000	STATE GRANTS/POLICE TRAINING(R)	3,112.50	3,112.50	0.00	0	-3112.5	0.00%
950-00-46710-000-000	FINES/CITATIONS(R)	0.00	0.00	1,000.00	1000	1000	0.00%
950-00-48110-000-000	INTEREST INCOME(R)	138.34	138.34	40.00	40	-98.34	-345.85%
950-00-48309-000-000	SALE OF EQUIP/PROPERTY(R)	0.00	0.00	0.00	0	0	0.00%
950-00-48500-000-100	DONATIONS/MISC REVENUES(R)	82.10	82.10	0.00	0	-82.1	0.00%
950-00-48500-000-200	DESIGNATED GRANTS(R)	25,444.50	25,444.50	27,000.00	27000	1555.5	-94.24%
950-00-48900-000-000	MISC REVENUES(R)	0.00	0.00	0.00	0	0	0.00%
950-00-49000-000-000	CITY OF PEWAUKEE PAYMENTS(R)	25,525.00	25,525.00	25,525.00	25525	0	-100.00%
950-00-49001-000-000	TOWN OF DELAFIELD PAYMENTS(R)	25,525.00	25,525.00	25,525.00	25525	0	-100.00%
950-00-49002-000-000	VILLAGE OF PEWAUKEE PAYMENTS(R)	8,310.00	8,310.00	8,310.00	8310	0	-100.00%
950-00-49200-000-000	TRANSFER IN FROM MUNICIPALITY(R)	0.00	0.00	0.00	0	0	0.00%
950-00-49300-000-000	PREV YR FUND BALANCE APPLIED(R)	0.00	0.00	0.00	0	0	0.00%
Total Revenue:		88,137.44	88,137.44	87,400.00	87,400.00		100.84%

2026 BUDGET HIGHLIGHTS PARKS AND RECREATION DEPARTMENT

Please note that this budget is as best as currently possible with information as of 8/26/25, still awaiting staff wage figures. Wage increase placeholders accounting for previous years have been used for comparison. Minimal adjustments may occur and will be relayed to the Village Administrator to update the overall budget as soon as we have final information.

The Parks and Recreation budget is currently split between the City and the Village, 72%/28% respectively. Parks and Recreation employees are City employees therefore insurance and wage adjustments are controlled by the City. Our current budget proposal utilizes the information we have along with placeholders and will be determined by the end of October or early November.

Revenues are also split between the two municipalities at the same percentage. Those revenues include all programs, trip fees, shared donations, and sport club use rental fees that utilize both municipalities. Park rental fees other than by the sports clubs who participate in both municipalities are paid directly to the municipality in which the park resides. The Village receives all the rental fees we collect for rentals at Kiwanis Village Park and Lakefront Park and goes into the Village general fund.

The Joint Parks and Recreation Board has emphasized cost savings during previous budget workshops which has resulted in us developing partnerships with other organizations and/or sponsors. This would include items like t-shirt sponsorships, program sponsorships, special event sponsors, etc. We have made this process much more formal in 2025 and we expect further growth in 2026.

The partnership we have created with Beachside Boat & Bait has saved us money in staffing costs for operation of the launch and gas sales.

We had very strong registration in 2025 and project for more growth in 2026. We will be adding a fifth summer day camp site in 2026.

2026 BUDGET PROPOSAL SUMMARY (28% Village – tentative for 2026):

	2025 Proposal	Village Portion	2026 Proposal	Village Portion
Joint Revenue	\$525,500	\$147,140	\$635,000	\$177,800
Park Rental Revenue	\$6,000	\$6,000	\$6,000	\$6,000
Parks Operations	720,035	201,610	TBD	TBD
Recreation Operations	967,009	270,763	TBD	TBD
Net Budget		319,233		TBD

Based on the Parks and Recreation budget formula, we are currently working off the 2025 amount which was a 28% Village contribution. We are awaiting final numbers to finalize the calculation.

Our budget increase is generally associated with:

1. Health insurance – we were informed that health insurance is likely to have an 11.5% increase for 2026.
2. Wages have not yet been finalized based on the pay for performance program.
3. Additional program offering expenses and revenues.
4. Consistent expense increases for daily operations.

We will keep the Village informed as we get final numbers and how that will impact the Village's budget.

SHARED CAPITAL EQUIPMENT:

Since 2014, we have instituted a capital equipment replacement plan for all our equipment meaning we set aside smaller amounts each year toward a piece of equipment until it is scheduled to be replaced. As the piece approaches replacement purchase, we evaluate the condition, trade-in/auction price and determine the most optimal outcome for each piece. This process has helped diminish the drastic changes from year to year.

We are anticipating the following purchases in 2026:

- #82 / 2016 1-ton dump truck
- #96 / Convert large 16' wing mower to 11' wing mower
- #100 / 2014 Trailer

In 2025 the Village budgeted \$43,505 for shared capital. For 2026, we are requesting \$47,202 for replacement items due in 2025.

VILLAGE CAPITAL EQUIPMENT:

Village Park Improvement Fund (Village Budget Account #200-00-55200-000-000)

This account is never firm at the end of the year, but we are projecting to have ~\$20,000 remaining at the end of 2025.

This fund receives additional dollars if the Parks and Recreation Department comes in under budget on expenses. The fund total is not finalized until approximately March of the following year after the audit.

With this timeline and dollar range, we are proposing to make improvements while leaving ~\$5,000 in the fund as an emergency buffer. We will accomplish projects in our priority list as we are able to afford them.

Potential 2026 (and beyond) improvements and funding sources:

- Liberty Park
 - Tennis and basketball court crack repairs, ~\$3,500
- Kiwanis Village Park
 - Efficiency/green upgrades; ex: LED lighting interior and exterior, sensor faucets/flush
 - Ball diamond 2 improvements – outfield fencing
- Lakefront Park:
 - Efficiency/green upgrades
- Dog Park Opportunities

LAIMON FAMILY LAKESIDE PARK FUND:

Highlights from this budget include the following:

- Tenant rent will increase in April 2026 by 3%.
- Slip rent will increase from \$3,100 to \$3,300 in 2026
 - Other small fee increases for lift rental, lift storage, lift install/removal
- Remaining capital improvement items to complete prior to 2030:
 - Deck renovation at greenspace at northwest part of property (2025/26?) - \$25,000
 - Unsuccessful efforts gathering deck replacement quotes – vendors either not interested or have not returned quotes for three seasons over two years. We are considering a concrete patio instead of a deck replacement in the name of longevity and simplicity.
 - Window Replacement (2026-2030) - \$25,000
 - This item has been in our capital plan for 2025 for a few years but should be re-evaluated to determine if window replacement should occur during siding or reconstruction of certain areas for efficiency and most appropriate use of funds.

Our year-to-date report generated 8/21/25 shows a balance from this fund of \$353,777.

The Joint Parks & Recreation Board approved of the Parks & Recreation and Laimon Park budget proposal in August.

VILLAGE OF PEWAUKEE
PRELIMINARY FUND BALANCES MONTH ENDING
September 30, 2025
With Impact of 2026 Budget - November 18, 2025 Version

FUND	GENERAL	INFRASTRUCTURE	PARK EQUIPMENT	CAPITAL PROJECTS	ARPA	WATER	STORM WATER	TRANSPORTATION	SEWER	CEMETERY	LAKE PATROL	LAIMON
	<u>110</u>	<u>110</u>	<u>110</u>	<u>200</u>	<u>510</u>	<u>600</u>	<u>650</u>	<u>675</u>	<u>700</u>	<u>800</u>	<u>950</u>	<u>960</u>
BEGINNING FUND BALANCE 1/01/2025	\$3,557,882	\$1,969,239	\$57,927	\$1,469,851	\$98,750	\$1,147,019	\$225,910	\$227,377	\$3,654,129	\$141,200	\$16,096	\$324,085
(+) REVENUES YTD	8,539,855			40,935	129,937	997,135	180,546	3,844	1,230,782	32,082	69,394	188,530
(-) EXPENDITURES YTD	(6,870,735)			(773,392)	(111,150)	(3,932,976)	(218,985)	-	(1,411,957)	(12,144)	(67,134)	(151,251)
PRELIMINARY FUND BALANCE YTD	\$5,227,002	\$1,969,239	\$57,927	\$737,394	\$117,537	(\$1,788,822)	\$187,471	\$231,221	\$3,472,954	\$161,138	\$18,356	\$361,364
(-) BUDGETED USE OF RESERVES	174,689	(500,000)	(36,000)	(538,738)	(113,897)	(3,129,604)	14,248	-	(1,588,000)	(5,000)	-	-
Proceeds From Debt						3,338,431						
PROJECTED 12/31/2025 FUND BALANCE	\$5,401,691	\$1,469,239	\$21,927	\$198,656	\$3,640	(\$1,579,995)	\$201,719	\$231,221	\$1,884,954	\$156,138	\$18,356	\$361,364
Projected Impact of 2026 Budget (October 7 Version)	-130,420	-500,000		0	0	-294,495	-209,194	0	-156,485	5,000	-1750	
PROJECTED 12/31/2026 FUND BALANCE	\$5,271,271	\$969,239	\$21,927	\$198,656	\$3,640	(\$1,874,490)	(\$7,475)	\$231,221	\$1,728,469	\$161,138	\$16,606	

(Borrow for
2026 projects)

(Borrow for
2026 projects)



To: Jeff Knutson, President
Trustees of the Village Board

From: Matt Heiser
Village Administrator

Date: November 13, 2024

Re: November 18, 2025 Meeting Agenda Item 8(a)
Review, discussion and possible action to approve the contract extension with Waste Management for trash/recycling collection services through December 31, 2026.

BACKGROUND

The Village originally had a contract with Advanced Disposal to provide garbage and recycling collection dated back to 2015. In 2022 Waste Management took over that contract. On November 30, 2022 the Village Board approved a two year extension to December 31, 2024.

ACTION REQUESTED

The action requested of the Village Board is to approve the proposed contract extension with Waste Management.

ANALYSIS

Staff and the vendor had the understanding the contract was automatically renewable on a year-to-year basis. The recent action at the October 7, 2025 Village Board meeting, approving an agreement with Waukesha County for recycling dividends, brought the terms and status of the contract to staff attention. Discussions between staff and the contractor concluded the contract needed to be formally extended.

Attachments:

1. Proposed contract extension with Waste Management
2. Original contract with Advanced Disposal.

October 28, 2025

Village of Pewaukee – Village Administrator
1000 Hickory St.
Pewaukee, WI 53072

Matt,

In response to the request to extend the contract agreement for trash and recycling collection services, between Waste Management of Wisconsin, Inc. and the Village of Pewaukee, dated May 1, 2015; Waste Management would be happy to continue servicing the Village of Pewaukee's curbside trash and recycling collection needs, under the current contract conditions.

By signing below, the Village and Waste Management of Wisconsin, Inc., agree to continue to adhere to the terms and conditions of the contract, dated May 1, 2015. This extension will set the new expiration date of the contract to December 31, 2026. All other terms and conditions of the contract will continue to be in effect through the new expiration date of December 31, 2026.

Sincerely,

Tony Knoeck
Public Sector Services
Waste Management of Wisconsin, Inc.

Waste Management of Wisconsin, Inc
W132 N10487 Grant Drive
Germantown, WI 53022

Approved by: _____ Date: _____

Village of Pewaukee
235 Hickory St.
Pewaukee, WI 53072

Approved By: _____ Date: _____

SOLID WASTE AND RECYCLING COLLECTION CONTRACT

For the [Village of Pewaukee] ("LUG")

Contractor Information:

Advanced Disposal Services
Solid Waste Midwest, LLC

EFFECTIVE DATE: MAY 1, 2015

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CONVENTIONS USED IN THIS CONTRACT

References to Parts

- References to Sections and Articles refer to Sections and Articles of this Contract, unless specified otherwise.
- References to Attachments and Exhibits refer to Attachments and Exhibits appended to this Contract.
- References to subsections are to the Section in which that subsection occurs, unless otherwise provided.

“day” means a calendar day.

“including”, “include”, or variations thereof means “including without limitation”, “including, but not limited to” and “including, at a minimum”.

“promptly” or “prompt” means as soon as practicable, but not more than two days.

“such as” means “for example”.

THIS CONTRACT (“Contract”) is made and entered into this 19th day of March, 2014⁵, by and between the Village of Pewaukee (hereinafter called the “Local Unit of Government” or “LUG”) and [Advanced Disposal Services Solid Waste Midwest, LLC.] (hereinafter called “Contractor”).

PART 1. GENERAL TERMS AND CONDITIONS

RECITALS:

WITNESSETH:

WHEREAS, the LUG recognizes that it is desirable that provisions be made for the regular and efficient collection of solid waste, recyclables, and yard waste within the legal boundary limits of the LUG; and

WHEREAS, the LUG desires that an independent Contractor be utilized to perform said ~~collection services within the legal boundary limits of the LUG and desires to enter into a~~ contract granting the Contractor the exclusive right to collect the weekly generated solid waste, yard waste, and recyclable materials from all single family and eligible multi-family residential units within the LUG limits; and

WHEREAS, the LUG desires to reduce costs by minimizing the amount of solid waste being deposited in landfills, and increasing the amount of recyclable materials recovered within the LUG limits; and

WHEREAS, the LUG recognizes that Waukesha County is the Responsible Unit for Recycling under Wisconsin Statutes 287.09 and must implement an "effective recycling program" under "Stats 287.11 for the benefit of the citizens of Waukesha County, the LUG has participated with Waukesha County and other communities in the County to jointly procure the solid waste management services described herein; and

NOW, THEREFORE, in consideration of the premises set forth herein, and for other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties agree as follows.

ARTICLE 1. EXCLUSIVE CONTRACT

1.01 Exclusive Right and Privilege. The [LUG] hereby grants to Contractor the exclusive right and privilege, and Contractor hereby accepts the obligation to collect, transport, and dispose of all Solid Waste, Yard Waste, and Recyclables generated by Customers within the legal boundary limits of the LUG as its legal limits may be modified from time to time by annexation during the term of this Contract (collectively the "Collection Services").

1.02 Enforcement of Exclusiveness. Upon Notice and provision of satisfactory evidence by Contractor to the LUG that a Person is providing service equivalent to Contract Service in the Contract Service Area in violation of the Contractor's exclusive right and privilege, the LUG, as authorized by law, will either enforce this exclusivity through application of its local ordinances or code, or by seeking an injunction from the County court, at its option, but in any case LUG shall pursue such appropriate action as necessary until the activity in violation of the Contractor's exclusive right ceases and terminates.

1.03 Exemptions. Residents and Commercial Businesses can, however, contract with any licensed hauler for private use of roll off or other disposal containers for the collection, transportation, and disposal of materials not covered by this contract, such as construction and demolition debris.

1.04 Entire Agreement and Conflicts. All negotiations, proposals, and contracts between these Parties prior to the date of this Contract with respect to the subject matter hereof, written or oral, are void. Except as provided below, there are no contracts or understandings between these Parties other than those written or specified in this Contract, which includes the Attachments. The entire agreement of the Parties with respect to the transactions contemplated herein is contained in the documents listed below. The documents listed below are incorporated into and together comprise all terms of this Contract.

- (a) All Schedules attached hereto
- (b) This Contract and Addenda attached hereto
- (c) The RFP
- (d) The Contractor's Proposal

In the event of any conflict in any of the terms of the foregoing, the order of priority of such terms shall be in descending order of the above list (e.g. specific provisions of the Schedules shall have first priority).

ARTICLE 2. REPRESENTATIONS AND WARRANTIES

2.01 Of Contractor. Contractor represents and warrants on the date it executes this Contract, as required by Provision M.

2.02 Of LUG. [LUG] represents and warrants on the date it executes this Contract, as required by Provision M.

ARTICLE 3. DEFINITION OF TERMS

Affiliate means a person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, Contractor. For the purpose of this definition, "control" has the meaning provided in Rule 144 of the Securities Act of 1993.

Applicable Law means all laws, statutes, rules, regulations, permits, actions, determinations, orders, or requirements of any Regulatory Authority having jurisdiction over either Party that from time to time apply to or govern Contract Services or the performance of the Parties' obligations under this Contract, including those that concern health, safety, fire, labor relations, mitigation monitoring plans, building codes, zoning, non-discrimination, [LUG]'s recycling plan, and specifically pertaining to the following:

A. Vehicles and vehicle operation, including but not limited to:

1. Emission standards; tires; documentation through maintenance log or otherwise of a safety compliance report; vehicle highway lighting, flashing and warning lights, clearance lights, and warning flags; registration; weight limits; cleaning; enclosure, water-tight beds;
2. the appropriate class of drivers' licenses issued by the Wisconsin Department of Motor Vehicle;
3. any State laws relating to operating equipment in construction zones, safety, parking, and vehicle identification.

B. Receptacles such as:

1. maintenance and placement of receptacles;
2. placing identifying name and telephone number on receptacle.

C. Labor:

1. Drug and alcohol testing;
2. The Occupational Safety and Health Act, (29 U.S.C. §651 et seq.), including the Solid Waste Disposal Facility Criteria promulgated by the U.S. EPA on October 9, 1991 (40 C.F.R., Parts 257 and 258); and corresponding State requirements;
3. Immigration Reform and Control Act of 1986 (PL.99-603).

D. Environmental Protection:

1. CERCLA;
2. RCRA;
3. Clean Air Act, (42 U.S.C. §1351 et seq., 42 U.S.C. §7401-7642) and corresponding State requirements;
4. corresponding State requirements;
5. Emergency Planning and Community Right to Know Act, (42 U.S.C. §11001 et seq.);
6. regulations governing the recovery of ozone-depleting refrigerants during the Disposal of air conditioning or refrigeration equipment, including 40 C.F.R. Part 82, and

E. the [LUG] Code: the [LUG] Code

F. Miscellaneous:

1. Civil Rights Act of 1964 (Sub chapter VI or Chapter 21 of Title 42);
2. Customer's privacy rights.

Reference to Applicable Law includes amendments and supplements to or replacement, restatement, or recodification occurring after the Contract Execution Date.

Automated Collection Vehicle means a Vehicle that Contractor uses to lift, empty, and set down receptacles and to transport the discarded contents from collection point to the Solid Waste Management Facility.

Basic Refuse Collection Service is described on the Municipal Summary of Current Services in the Request for Proposal, which is part of this contract.

Breach means Contactor's failure to fully and timely meet any Performance Obligation.

Bulky Items means the following items generated at residential premises and discarded at residential set-out sites, with no one item exceeding 50 pounds in weight:

- furniture, including metal desks and storage cabinets,
- major appliances,
- tied rolls of carpeting meeting the following requirements:
 - not larger than 6 inches in diameter
 - no longer than 4 feet in length
 - not weighing more than 50 pounds.
- sinks, concrete laundry tubs, and cast iron plumbing fixtures,
- windows and doors,
- large toys,
- bicycles,
- dismantled swing sets,
- up to 5 securely tied bundles of lumber per customer each month, meeting the following requirements:
 - not larger than 12 inches in diameter
 - no longer than 4 feet in length
 - weighing no more than 50 pounds
 - free of nails or with nails bent over
 - from construction projects, including garages and sheds.
- any item (other than lumber) that can be cut or broken down meeting the following requirements:
 - not longer than 6 feet in length
 - weighing no more than 50 pounds.

Bulky Items does *not* mean any item weighing in excess of 50 pounds or any of the following:

- material generated at non-residential premises, including commercial business operations,

- yard waste and branches,
- sod, soil and stone,
- broken concrete and asphalt,
- brick, block, and stone,
- railroad ties or similar type of retaining wall timbers,
- remodeling debris, including shingles,
- animal waste,
- liquids, including paint,
- hazardous waste,
- fuel oil tanks,
- any automotive parts (including vehicle batteries) other than tires described in this definition.

Calendar Year means a period of 12 months or 365 or 366 consecutive days beginning January 1 and ending December 31.

Can means a receptacle capable of collection manually, typically having an approximate capacity of 33 gallons.

Cart means a wheeled receptacle of various capacity that can be emptied by either semi- or fully-automated vehicles.

CERCLA means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, commonly referred to as "Superfund", is a United States federal law (42 U.S.C., Chapter 103) designed to clean up sites contaminated with hazardous substances as well as broadly defined pollutants or contaminants.

Change in Law means the following changes occurring after the contract execution date:

- A. the adoption, promulgation, repeal, modification, amendment, or other change in Applicable Law or change in judicial or administrative interpretation thereof occurring, *other than*
 1. laws with respect to taxes based on or measured by net income, or
 2. any unincorporated business, payroll, contract taxes levied by any tax governing body (other than Contract Fee levied by [LUG]), or
 3. employment taxes.
- B. any order or judgment issued by a regulatory authority binding Contractor or having a material impact on contract service:
 1. if the order or judgment is not also the result of the willful misconduct or negligent action or inaction of the party relying thereon or of any third party for whom the party relying thereon is directly responsible; and
 2. unless excused in writing from so doing by the other party, the party relying thereon will make or have made, or will cause or have caused to be made, reasonable business efforts to contest the order or judgment (it being understood that contesting in good

faith an order or judgment will not constitute or be construed as a willful misconduct or negligent action of that party);

- C. the imposition by a regulatory authority of any new or different material conditions in connection with the issuance, renewal, or modification of any permit;
- D. a Regulatory Authority's failure to issue or renew any permit, delay in issuing or renewing any permit, or suspension, interruption, or termination of, any permit *provided* the failure, delay, suspension, or termination is not due to the willful misconduct or negligent action or inaction of the party relying thereon or any third party for whom the party relying thereon is directly responsible.

Collect, Collection, Collecting or other form thereof means any or all solid waste pickup(s) made by Contractor as required by the refuse, recyclables and yard waste collection and disposal Contracts.

Collection Service Exceptions means the following:

- A. **Solid Waste Not Properly Placed in Receptacles:** discarded solid waste (other than any bulky item) is not placed inside a receptacle.
- B. **Receptacles in Excess of Weight Limits:** a can or bag (collected manually) that weighs more than 50 pounds, or a receptacle that weighs more than limits prescribed on receptacles' manufacturer warranty or other documentation acceptable to [LUG] and noted on customer service subscription.
- C. **Receptacle or Bulky Items Not Placed at Proper Set-out Site:** a receptacle not positioned at the set-out site, or a bulky item or excess refuse is not discarded at the set-out site.
- D. **Unsafe Condition:** the set-out site is not safely accessible to vehicles or collection Contractor's employees.
- E. **Unpermitted Waste or Unsafe Materials:** Collection Contractor observes unpermitted waste in a receptacle or at the set-out site.
- F. **Contamination of Recyclables or Yard Waste.** Collection Contractor observes the following materials:
 - 1. refuse or yard waste in a recyclables receptacle in amounts that, in the judgment of collection Contractor, will prevent processing or diversion of recyclables, or
 - 2. refuse or recyclables in a yard waste receptacle in amounts that, in the judgment of collection Contractor, will prevent processing or diversion of yard waste.

Contract means this agreement, including the following:

- A. all attachments *except* any refuse, recyclables, yard waste collection and disposal

- contract that Contractor has *not* executed,
- B. all schedules and addenda, and
 - C. all appended documentation (e.g. Request for Proposal) which attachments, exhibits, and documentation are incorporated in this contract by reference.

Contract Manager means the Contractor's designated representative

Contract Service means performance obligations that Contractor performs directly for customers.

Contractor means the following:

- A. the person named and signing the signature page of the refuse, recyclables, and yard waste collection and disposal contract,
- B. any transferee of that person consented to by [LUG]
- C. for purposes of indemnities, Contractor and Contractor's Related Parties.

Contractor's actions and performance obligations include reference to any subcontractor's actions under this contract, as applicable, without specifying in each instance that Contractor must directly take those actions itself, or cause its subcontractors to take those actions on Contractor's behalf.

Contractor Office Hours means 8:00 a.m. to 5:00 p.m. local time, Monday through Friday (holidays excepted) and 8:00 a.m. to 12:00 noon local time, on Saturdays (if service is being provided on Saturday).

Contractor Payment Obligations means amounts due and payable by Contractor to [LUG], including liquidated damages, compensatory damages, due and payable as provided in this Contract or the dates provided in [LUG] invoices to Contractor;

Contractor Phone Hours are hours (excepting Holidays) between the following times:

- A. 8:00 a.m. and 5:00 p.m. local time, Monday through Friday, and
- B. if Contractor provides Contract Services on Saturday, from 8:00 a.m. to 12:00 noon local time on Saturdays.

Contractor Representative means Contractor representative named by Contractor as required by Provision A.07(A)(1) and identified on the Service Proposal Form.

Contractor's Related Parties means Contractor's employees, partners, officers, agents, subcontractors, attorneys, consultants, licensees, invitees, and affiliates. Contractor's related parties are third party beneficiaries of provisions that reference them.

Contractor Service Fee means the amount listed on the Contractor service fee schedule.

Contract Service Area means the land within the political boundaries of the [LUG].

Contract Service Assets means all property, both tangible and intangible (such as facility leases or equipment installment purchase agreements), used directly or indirectly in performing contract services, including vehicles, receptacles, operation / maintenance equipment and facilities, and administrative/office equipment (such as computer hardware and software, telephones/telefax) and offices.

Contract Service Standards means performance obligations in Part 3.

Contract Year means each 12-month period commencing January 1 and ending December 31.

Conversion Date means date designated by Waukesha County when existing dual stream recycling system is converted to single stream recycling.

County means the County of Waukesha, WI.

County Composting Site means the composting operations provided by the county in Genesee, WI.

County Material Recycling Facility or MRF means the facility owned by the County located in the City of Waukesha which processes recyclable materials and/or services as a transfer station for recyclable materials.

Criminal Activity means any of the following:

- A. fraud or criminal felony offenses in connection with obtaining, attempting to obtain, procuring, or performing a public or private agreement related to recyclables, yard waste, refuse, construction and demolition debris, garbage, refuse or any other solid waste, or MSW management services of any kind (including collection, hauling, transfer, processing, composting, or disposal), including this contract ;
- B. bribery or attempting to bribe a public officer or employee of a regulatory authority; or
- C. embezzlement, extortion, racketeering, false claims, false statements, forgery, falsification or destruction of records, obstruction of justice, knowingly receiving stolen property, theft, or misprision (failure to disclose) of a felony; or
- D. unlawful disposal of hazardous, designated, or other waste; or
- E. violation of the following:
 - 1. securities or antitrust laws (such as laws relating to price-fixing, bid-rigging, and sales and market allocation), and
 - 2. unfair and anti-competitive trade practice laws, including with respect to inflation of waste collection, hauling, or disposal fees.

Customer or Customers means a person for whom the [LUG] is arranging for collection services from Contractor.

Customer Special Service Surcharge means the surcharge listed on the Contractor service fee schedule.

Day means a calendar day.

Default means "Default" defined in Article 7.02.

Delivery Data means weight (or volume) of material type delivered to a solid waste management facility, and the jurisdiction in which it was collected (which will be allocated in a manner satisfactory to [LUG] if the truck delivering the materials collected it in more than one jurisdiction), identification of facility, date of delivery, time of delivery, route number, truck number or other identification, and name / ID number of driver.

Disposal or Dispose or other form thereof means final deposition or destruction of materials in accordance with the refuse disposal contract.

Diversion or Divert means activities that reduce or eliminate the amount of Solid Waste from land disposal.

Elderly or Handicapped means any Residential Customer who meets the following criteria:

- A. has handicapped status recognized by the Wisconsin Department of Motor Vehicles, or
- B. is over 65 years old as evidenced by birth date on driver's licenses, birth certificates, passports, green cards, or other documentation issued by a regulatory authority, and
- C. provides written representation that he or she is functionally unable to roll his or her refuse cart to the curb, and that there is no one else residing in that customer's premises who is functionally able to roll that refuse cart to the curb.

Goods or Services means goods, services, or contract service assets used to provide contract services, including labor, leases and subleases, equipment, supplies, capital, insurance, bonds or other credit support if the provider is an Affiliate or under control of Contractor or any Affiliate; and legal, risk management, general and administrative services.

Guarantor means the Person executing the guaranty.

Guaranty means the guaranty in substantially the form attached as Exhibit 11.04, as approved by the [LUG], signed by guarantor.

Herein, hereof, hereunder and variations mean "in this Contract", "of this Contract", "under this Contract"; "**hereinbefore**" and "**hereinafter**" mean before and after the contract execution date, respectively.

Holidays means holidays designated from time to time by [LUG], comprised on the contract execution date of the following days:

- New Year's Day,
- Memorial Day,

- Independence Day,
- Labor Day,
- Thanksgiving, and
- Christmas.

Indemnities or Indemnity or Indemnification or variations thereof means hold harmless obligations, defenses, indemnities, and releases under this contract.

Insurance means the insurance coverage described in Article 6.01.

Letter of Credit means the surety instrument described in Article 6.03.

Liabilities and Losses means liabilities; lawsuits; claims; complaints; causes of action; citations; investigations; demands; clean-up orders; damages (*including* actual, special, consequential, and punitive) whether in contract or in tort, such as natural resource, property, and personal injury damages; costs and expenses, *including* (1) all costs and expenses of litigation, mediation or arbitration, attorney's fees (whether [LUG]'s or Contractor's staff attorneys or outside attorneys), expert witness fees, accountant's fees, engineer's fees, consultant's fees, and court costs, and (2) response remediation and removal costs; losses; debts; liens; mediation, arbitration, legal, or administrative proceedings; interest; fines, charges, and penalties; and other detriments of every nature and description, whether under state or federal law.

Liquidated Damages are described in Article 7.01.

[LOCAL UNIT of GOVERNMENT -LUG] means [LUG]¹ and for purpose of Indemnities, [LUG]'s Related Parties.

[LUG] Business Day means any day on which [LUG] administration office is open to do business with the public.

[LUG] Code means municipal law of [LUG] identified on the local government service table.

[LUG] Governing Body means the governing body of [LUG].

[LUG] Office Hours means the hours that the [LUG] is open to do business with the public.

[LUG] Representative means the person named by [LUG] as required by Provision A.07(A)(1) and identified on the front page of the contract.

[LUG]'s Related Parties means [LUG]'s officers, employees, agents, contractors, attorneys, administrators, affiliates, representatives, servants, insurers, heirs, assigns, volunteers and each and every one of them, which are third party beneficiaries of provisions in this contract that reference them.

Major Appliance means items banned from landfill disposal under Wisconsin Statute 287.07,

¹ The specific name of the Town, Village or City will be inserted here.

including air conditioners, clothes washers and dryers, dishwashers, refrigerators, freezers, stoves, ovens, dehumidifiers, furnaces, boilers, water heaters, and microwave ovens (unless the capacitor has been removed).

Monthly Report means all reports required by the [LUG], Waukesha County and the State of Wisconsin associated with solid waste management, and specifically Wisconsin Administrative Codes NR 544.07 and NR 544.10.

MSW Management Services means:

- A. collection, transportation, storage, transfer, or processing of solid waste; and/or
- B. arranging for disposal of solid waste.

Notice or **Notify** or other variation thereof means notice given as required by Provision E.01
"Due Notice" or **"Notice duly given"**, refers to Notice given as required by Provision E.01.

Own, Owner, or Ownership or other variation there or has the meaning provided in the constructive ownership provisions of Section 318(a) of the Internal Revenue Code of 1986, as in effect on the Contract Execution Date, *except* that

- A. 10% is substituted for 50% in Section 318(a)(2)(C) and in Section 318(a)(3)(C) thereof;
- B. Section 318(a)(5)(C) is disregarded, and
- C. ownership interest of less than 10 percent is disregarded and percentage interests is determined on the basis of the percentage of voting interest or value which the ownership interest represents, whichever is greater.

Party and Parties means the LUG and the Contractor, individually and together:

Performance Assurances means each and every indemnity, insurance, letter of credit and guaranty, and any other assurances or instruments described in Article 6.05.

Performance Obligations means each and every obligation and liability of Contractor under this contract.

Performance Specifications means the type of performance obligations, such as weekly collection, delivery of refuse to the contract disposal facility, and submission of reports.

Permit means permit, registration, order, license (including business license), approval, authorization, consent, and entitlement of whatever kind and however described that Applicable Law requires Contractor to obtain or maintain with respect to satisfaction of performance obligations, as renewed or amended from time to time.

Person means individual, sole proprietorship, firm, association, organization, partnership (whether limited or general), corporation, trust, joint venture, regulatory authority, or any other entity.

Position of Influence means a position of authority or responsibility to directly or indirectly administer, manage, direct, supervise, or oversee contract services or this contract, *including* the following:

- A. supplying goods or services,
- B. serving as a member of the governing body of directors of Contractor or an affiliate,
- C. serving as an officer of Contractor or an affiliate,
- D. reviewing or negotiating Contractor's contracts (including this contract),
- E. providing in-house legal services,
- F. providing captive insurance or other performance assurance or security, and
- G. providing collection, recycling, processing or refuse disposal, but

excluding the following:

- A. monitoring Contractor's performance,
- B. supervising Contractor's finance and capital budget decisions, and
- C. articulating general policies and procedures not related to criminal activity.

Premises means a tract of land with habitable buildings located in the contract service area and safely accessible by collection vehicles.

Processing Facility means each of the following facilities:

- Waukesha County MRF,
- City of Milwaukee MRF, and
- County Composting Facility.

Promptly or prompt means as soon as practicable, but not more than two days.

Quarter means any of all of the following periods, as the context demands:

- A. January, February, March ("1st Quarter")
- B. April, May, June ("2nd Quarter")
- C. July, August, September ("3rd Quarter")
- D. October, November, December ("4th Quarter").

Quarterly Report means the Report described in Article 5.02.

Rates means the amounts listed, established, charged, or assessed customers by the [LUG].

RCRA means the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 *et seq.*).

Reasonable Business Efforts means those efforts a reasonably prudent business person would expend under the same or similar circumstances in the exercise of that person's business judgment, intending in good faith to take steps calculated to satisfy the obligation which that person has undertaken to satisfy.

Receptacle means any can, cart, bin, or other container (such as bags) for storing discarded refuse or recyclables.

Records means information relating to contract services and other performance obligations, including documentation enumerated in Article 5.02, including ledgers, books of account, invoices, vouchers, canceled checks, logs, correspondence, computations, files, plans, correspondence, reports, data, and photographs, and all information required by Wisconsin Administrative Codes NR 502 (4)(g) and NR 544.07.

Recyclables means ferrous metal cans (including steel and bi-metals), aluminum containers, glass, PET and HDPE bottles and containers, mixed plastics (grades 2, 4, 5), rigid plastics, aseptic and gable top containers, newsprint, phone books, corrugated paper, magazines and catalogs, office paper, junk mail, mixed residential paper (including boxboard)

Recycle, recycling, or recyclable means the process of collecting, sorting, cleansing, treating, and reconstituting materials (including recyclables and yard waste) that would otherwise become solid waste and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products that meet the quality standards necessary to be used in the market place.

Recycled Content Procurement Policy means the [LUG]'S current buy-recycled policy, if any.

Refuse means Solid Waste comprised of rubbish, trash, and garbage, excluding recyclables, yard waste, and bulky items that are diverted for reuse or recycling.

Regularly Scheduled Collection Day means the same day each week on which Contractor provides collection to a customer.

Regulatory Authority means each of the following:

- A. the United States,
- B. the State and other states,
- C. [LUG],
- D. governmental authorities, agencies and districts,
- E. governmental boards and commissions,

F. federal, state, and local courts, and

G. any other municipal, governmental, or public bodies.

Report means any report that Contractor is obligated to provide under Article 5.02 of this contract.

Residential describes persons (such as customers) or things (such as receptacles, premises or types of solid waste) in the contract service area as described on the local government service schedule.

Residential Customer means a customer who owns or occupies a residential premise.

Residential Premise means each premise containing a residential dwelling unit.

RFP means Request for Proposal #1427, and all subsequent amendments, for Residential and Municipal Refuse, Recycling and Yard Waste Collection, released on April 7, 2014 by Waukesha County on behalf of the participating municipalities, including the [LUG].

Rollout Service means taking the following actions by *manual means*:

- A. dismounting from the collection vehicle,
- B. moving a receptacle from its storage location indicated on that customer's customer service subscription (such as within enclosures or by garages) to the collection vehicle for emptying, and
- C. returning the receptacle to its storage location.

Service Day means a weekday or Saturday services, holidays excepted.

Set-out Site means the location agreed to by Contractor and customer [and indicated on the customer service subscription] or required by the [LUG], where customer must place its receptacles for collection, including:

- A. **Residential curb:** on the curb in front of residential premises; in the street immediately adjacent to that curb or; if there is no curb, at the edge of customer's property abutting the street, but not in a drainage ditch or swale, except for cases where Contractor provides roll-out service or up-the-drive service;
- B. **Roll-out Service:** at the storage location agreed upon between a residential customer and Contractor and included on the customer service subscription order; and
- C. **Up-the-Drive Collection:** at the storage location agreed upon between a customer and Contractor, and generally located near the back of the residence, near the garage, or near other out buildings.

Solid Waste means "solid waste" collected by Contractor in the contract service area, including:

- A. refuse,
 - B. recyclables, and
 - C. bulky items,
- but *excluding* unpermitted waste.

Solid Waste Management Facility means the following facilities, individual and together, as the context demands:

- A. processing facility (including the County MRF),
- B. contract disposal facility, and
- C. any transfer facility.

State means the State of Wisconsin.

Subcontract means any arrangement, formal or informal, written or merely in actual practice, between Contractor and a subcontractor, including:

- A. contracts or agreements,
- B. letters or memorandum of understanding or intent,
- C. subscription or purchase orders.

Subcontractor means any person (including an affiliate) that provides contract services to or on behalf of Contractor related to collection, transportation, storage, processing, or diversion of solid waste, such as a trucking company that hauls refuse from a transfer station to the contract disposal facility, County MRF or County composting site, but *not* a manufacturer, vendor, or lessor of contract service assets (including receptacles or vehicles), vehicle maintenance contractor, or janitorial service.

Term of this Contract means the period beginning on the contract execution date and ending on the termination date.

Termination Date means the date this contract expires or is earlier terminated.

Termination Events are listed in Article 8.01.

Ton (or Tonnage) means a short ton of 2,000 pounds.

Transfer means any of the following:

- A. selling, exchanging, or otherwise transferring ownership or control of Contractor (through sale, exchange, or other transfer of outstanding stock, partnership shares, equity interest, or otherwise) except to an Affiliate;

- B. issuing new stock or selling, exchanging, or otherwise transferring 20% or more of the then outstanding common stock of, or partnership shares or equity interest in, Contractor, except to an Affiliate;
- C. any dissolution, reorganization, consolidation, merger, re-capitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation, buy-out, or other transaction which results in a change of ownership or control of Contractor;
- D. insolvency or bankruptcy, making assignment for the benefit of creditors, writ of attachment of an execution, being levied against Contractor, appointment of a receiver taking possession of any of Contractor's tangible or intangible property;
- E. any sale or other transfer of 50% or more of the value of assets of Contractor *except* for sales or transfers to, an Affiliate, parents, grandparents, siblings, children, and grandchildren of persons having a shareholder, partnership or other equity interest in Contractor on the contract execution date ("**Immediate Family**") or trust created primarily to benefit members of the immediate family;
- F. substitution by a surety company providing any surety instrument of another person for collector to perform contract services; and
- G. assumption of any of Contractor's rights under this contract, or assumption by, delegation to, or takeover of any performance obligations or any other Contractor's duties or responsibilities under this contract by any person other than Contractor (except to an Affiliate), whether by subcontract (unless approved by [LUG] under Article 9.01) or any other mechanism.

Uncontrollable Circumstance(s) means any of the following events:

- A. any natural disaster such as landslide, lightning, earthquake, fire, flood, (other than reasonably anticipated weather conditions for the geographic area of [LUG]);
- B. sabotage, explosion;
- C. insurrection, riot or civil disturbance, war or other emergency affecting [LUG] declared by the President of the United States or Congress of the United States, the Governor of Wisconsin or the [LUG] Governing Body;
- D. failure of public agency or private utility to provide and maintain water, power, or service in [LUG] or at Contractor's operations and maintenance yard or administrative offices;
- E. other catastrophic events beyond the reasonable control of that Party and not the result of willful or negligent action or inaction of that party (other than the contesting in good faith or the failure in good faith to contest that action or inaction), which materially and adversely affects the ability of either party to perform any obligation under this contract despite that party's exercise of due diligence.

Uncontrollable Circumstances *excludes*, without limitation:

- A. breach, default, or Contractor's financial inability to satisfy its performance obligations;
- B. any change in law, including a change in laws with respect to any taxes based on or measured by net income, or any unincorporated business, payroll, contract fee, or employment taxes;
- C. strikes, work stoppages, or other labor disputes or disturbances of any person performing contract services or Contractor's inability to hire adequate numbers of personnel who are competent and skilled in the work to which they are assigned;
- D. failure of Contractor to obtain permits and patents, licenses, or trademarks necessary to perform contract services; and
- E. the failure of any contract service asset to function as required by any warranties, unless caused by uncontrollable circumstances.

Unpermitted Waste means materials that cannot be disposed of in landfill under Applicable Law of the state, including hazardous waste, yard waste, and major appliances.

Up-the-Drive Service means the service provide at the residential location defined in "Set-out Site".

Vehicle means any truck used to provide contract services.

Violation means any noncompliance with Applicable Law as evidenced by written notice, assessment, or determination of any regulatory authority to Contractor, whether or not a fine or penalty is included, assessed, levied, or attached.

Wisconsin Landfill Disposal Surcharge Fee means the fee schedule imposed on all solid waste disposed in in Wisconsin landfills as defined in Wisconsin Statute 287.645, and currently \$12.997 per ton.

Yard Waste means "yard waste" as defined in Wisconsin Statute 287.01 (17), which as of the contract execution date means leaves, grass clippings, yard and garden trimmings, and brush, including clean woody vegetative material no greater than 6 inches in diameter, and no longer than 6 foot in length and weighing no more than 50 pounds, but excluding stumps, roots, or shrubs with intact root balls.

ARTICLE 4. COMPLIANCE WITH APPLICABLE LAW

4.01 Compliance. Contractor will comply with all Applicable Laws, including securing and maintaining all permits. No performance obligation may be construed to relieve Contractor of any obligations imposed by Applicable Law. CONTRACTOR will apply and pay for any permits at CONTRACTORS'S sole cost. CONTRACTOR will show proof of permits and will demonstrate compliance with the terms and conditions of permits promptly at the request of

[LUG].

4.02 References. References in this contract to particular provisions or requirements of Applicable Law may not be construed to limit Contractor's obligation to comply with all provisions of Applicable Law. Those references are intended to facilitate Contractor's satisfaction of its performance obligations and [LUG]'s administration and specific enforcement of this contract and may not be construed to constitute lack of obligation to comply with other provisions or requirements of Applicable Law not specifically referred to or cited in this contract. If any provision of this Contract is more stringent than Applicable Law, Contractor will comply with that provision.

4.03 Fines and Penalties. Contractor is solely liable for all fines and penalties that are imposed on Contractor or due to Contractor's actions, including fines and penalties that are the result of Contractor's violation of Applicable Law (including permits). Contractor will not seek reimbursement from [LUG] or any customer for any fines or penalties.

4.04 Contractual Obligations. Applicable law is incorporated in this contract by reference as if set forth fully in this contract as contractual performance obligations of Contractor to [LUG]. If any Applicable Law is inconsistent with this contract, the more stringent will apply.

A. **Breaches.** In addition to or in lieu of prosecuting violations of Applicable Law as misdemeanors, infractions, or other manner provided under Applicable Law, [LUG] may enforce that Applicable Law in the same manner as it may enforce Contractor's other contractual obligations under this contract (including specific performance and as breaches subject to cure under Article 7.01, whether or not noncompliance with those provisions of Applicable Law has been become a violation. Neither prosecution of Contractor for noncompliance with Applicable Law or enforcement of Applicable Law is a condition precedent to enforcing those performance obligations. In determining whether or not Contractor is in noncompliance with those provisions, the standard of proof applicable to breach of contract will apply. [LUG] has no obligation to enforce any Applicable Law.

B. **Violation.** Violation of Applicable Law is a default subject to contest under Article 7.04.

4.05 [LUG]'s Protection of Public Safety, Health, and Welfare. Contractor acknowledges that [LUG] is authorized to make all necessary and reasonable rules and regulations regarding all aspects of MSW Management Services to protect the public's health, safety, and welfare. Contractor warrants and represents that it is fully acquainted with the provisions of the [LUG] code.

No provision in this contract may be deemed to limit [LUG]'s police power to take any action that [LUG] deems necessary or appropriate in its sole discretion to protect the public's safety, health, and welfare.

4.06 Compliance with Applicable Law of [LUG]. Contractor must comply with Applicable Law of [LUG] subject to possible adjustments in Contractor service fee in the event of changes in law under Article 4.01.

4.07 Customers' Privacy.

A. Protection of Customer privacy.

1. **Non-Disclosure.** Contractor will not disclose to any person other than the [LUG] or its designee any information identifying the following:

- a) an individual customer, or
- b) the composition or contents of a customer's solid waste,

unless

- a) upon the authority of a law or order of a regulatory agency, or
- b) pursuant to written authorization of the customer.

2. **No marketing.** Collection Contractor will not market or distribute mailing lists with the name or address of customers.

B. Cooperation with [LUG]. Subsection (1) may not be construed to preclude collection Contractor from doing any of the following:

1. preparing, participating in, or assisting in the preparation of waste characterization studies or waste stream analyses that may be required by the [LUG] or Applicable Law,
2. assisting [LUG] to meet the requirements of the County recycling program and Applicable Law,
3. keeping records,
4. providing the [LUG] with a copy of records or discussing those records with the [LUG],
5. allowing the [LUG] to review or audit records, or
6. making reports.

ARTICLE 5. RECORDS AND REPORTING

Contractor acknowledges [LUG]'s right to review records and receive reports, for the purposes of enforcing Customers' rights, evaluating Contractor's performance under and compliance with this contract, exercising [LUG]'s rights to perform, or cause a third person to perform, Contractor's performance obligations in certain events, such as defaults and uncontrollable

circumstances; and determining and corroborating the amount of any Contractor payment obligation.

5.01 Records

A. Maintenance. Contractor will keep accurate and complete Records.

B. Preservation and Retention.

1. All Records: Unless otherwise directed by [LUG], Contractor will accurately preserve and retain records (other than refuse disposal records or delivery data as stipulated in Article 5.01(B)(2), such as customer billing records, for the following periods of time:

- a.) According to Municipal records retention policy or at least 2 years after the termination date, or
- b.) any longer period required by Applicable Law.

2. Refuse Disposal Records.

a.) Acknowledgement. Contractor acknowledges the following:

- (1) [LUG] may need to respond to claims under CERCLA and with respect to refuse disposal of solid waste or unpermitted waste; and
- (2) [LUG] may need to determine and document the quantity of solid waste that Contractor collected and disposed or processed, and the locations where Contractor disposed of and processed solid waste.

b.) Preservation and retention: 7years. Therefore, Contractor will preserve and retain records related to disposal or processing for a period of seven (7) years after the termination date or any longer period required by Applicable Law.

3. Delivery Data: 1 year. Unless otherwise directed by [LUG], Contractor will preserve and retain delivery data for the following periods of time:

- a.) at least until the end of the first full calendar year following the calendar year in which delivery occurred (*for example, until December 31, 2016 for delivery that occurred in August 2015*) or
- b.) any longer period required by Applicable Law.

C. [LUG] Custody. If [LUG] has reason to believe that records may be lost, discarded, or destroyed for any reason, the [LUG] may require that Contractor give [LUG] custody of any or all records. Contractor will grant access to those records granted to any person duly authorized by [LUG].

D. [LUG] Inspection and Audit.

1. **Location.** Upon 3 service days' advance telephonic or written request by [LUG], Contractor will use reasonable business efforts to provide copies of records to [LUG] and its designees for inspection, review, or audit at the [LUG]'s offices. If Contractor cannot provide the [LUG] with copies of records within three (3) days, using reasonable business efforts, Contractor will make those records available to the [LUG] or its designees for inspection, review, or audit at Contractor office during Contractor office hours.

2. **Scope of inspection or audit.** [LUG] may do any or all of the following:

- a.) inspect and review records at any time following notice under Article 5.01 (D)(1), or
- b.) audit records once each contract year,

including verification of any of the following:

- a.) customer special service surcharges that Contractor charged to and collected from customers,
- b.) any contract fees,
- c.) solid waste tonnage collected, processed, diverted, or disposed,
- d.) collection customer complaint logs, and
- e.) other records that confirm compliance with performance obligations.

Promptly upon request, Contractor will provide [LUG] or its designees with any additional information (such as primary records supporting reports) relevant to this contract.

3. **[LUG]'s Audit Reimbursement Costs.** For purposes of this paragraph, "discrepancy" means the difference between records and the following:

- a.) any amounts Contractor actually charged to or collected from customers or paid to any [LUG], or
- b.) tonnage or amounts of solid waste (by type) that Contractor reported to the [LUG] for a contract year, calendar year, or other 12-month period.
 - **Discrepancy 3% or more.** If the discrepancy is 3% or more, Contractor will pay [LUG]'s reimbursement costs for the audit.
 - **Discrepancy less than 3% but more than 1%.** If the discrepancy is less than 3% but more than 1%, Contractor will pay ½ of [LUG]'s reimbursement costs for the audit.
 - **Discrepancy 1% or less.** If the discrepancy is 1% or less, Contractor is not obligated to pay [LUG]'s reimbursement costs for the audit.

E. **Updated Inventory.** Within 10 days of [LUG] request, Contractor will update all or a portion of its inventory of contract service assets included in Contractor documentation to

reflect acquisition or replacement of contract service assets.

5.02 Reporting.

- A. **Monthly.** At [LUG] request, Contractor will deliver a complete monthly report to the [LUG] in a single submission and in form prescribed by the [LUG] no later than the 20th day of each month, including, but not limited to the information required by Wisconsin Administrative Codes NR 502.06(4)(g), NR 544.10(2)(d) and NR 544.16(3)(a).
- B. **Annual.** Contractor will submit a complete Annual Report to the [LUG] in a single submission and in form prescribed by the [LUG] no later than 45 days after the end of each contract year (or at direction of the [LUG], calendar year), including the information required by Wisconsin Administrative Code NR 544.10(2) (d), for the preceding contract year (or with respect to diversion, for example, calendar year).
- C. **Additional Information.** Promptly upon [LUG] request, Contractor will incorporate into reports additional information.

5.03 Financial Records and Reports.

A. Maintenance of Records.

1. **Content.** Contractor will maintain in Contractor office accurate and complete financial records of the following:

- a.) customer receipts (including customer special service charges),
- b.) payments to [LUG] (including Contractor payment obligations, such as the contract fee),
- c.) costs and expenses associated with providing contract services, whether by Contractor or an affiliate.

Contractor may maintain financial records associated with goods or services provided by an affiliate in the office of the affiliate but will provide [LUG] with a copy of those records within 10 days of [LUG] request.

2. **Form.** Contractor will maintain its financial records on an accrual basis and as required by generally accepted accounting principles showing the following: a.) the results of Contractor's operations under this contract separately from other operations under other contracts or in other locations, as if Contractor were an independent entity providing service only to [LUG], as well as

b.) the results of Contractor's operations in all locations, as a single entity.

B. Contractor's and Guarantor's (consolidated) audited financial statements.

1. **Contractor's annual submission.** Together with the annual report, Contractor will deliver to [LUG] 3 copies of ADS Waste Holdings, Inc. most recent audited financial statements, including the following

- a.) any accompanying statement or opinion by the accountant who prepared them respecting that accountant's audit,
- b.) representation and warranty of a knowledgeable financial officer of Contractor that the information is accurate and complete and does not contain any material misstatements or omissions, and
- c.) representation and warranty of a knowledgeable officer of Contractor that there is no then existing breach other than any disclosed breaches.

Guarantor's submission upon request. Together with the annual report, Contractor will deliver to [LUG] three (3) copies of guarantor's most recent audited financial statements, including any accompanying statement or opinion by the accountant who prepared them respecting that accountant's audit.

Review and meet. [LUG] and its designees may review the accountant's audit plan and work papers. Contractor and its accountant(s) will meet with [LUG] and its designees, to answer questions or discuss differences of opinion within two (2) weeks of [LUG]'s request.

5.04 Proprietary Records and Reports

A. Acknowledgements. Parties acknowledge that determining what Applicable Law of the State with respect to records requests should be applied, and how it should be applied, can be difficult, for reasons including privacy protection rights under Applicable Law, such as copyrights and proprietary or confidential information. Therefore, parties agree as provided in this section, with respect to both [LUG'S] obligations with respect to records requests and Contractor's rights with respect to records' privacy.

B. Procedure.

- 1) [LUG] will notify Contractor of any request that [LUG] receives for records that [LUG] believes might be proprietary or confidential, whether in possession of the [LUG] or contractor.
- 2) Within 3 days of receiving [LUG]'s notice, if LUG does not already have such records, Contractor will do either of the following:
 - a) give requested records to [LUG] for release (if Contractor holds the records in its possession), or
 - b) notify [LUG] that Contractor makes a stated objection to the release of requested records.
- 3) If [LUG] concludes, in its sole discretion, that [LUG] is obligated to release the requested records, then the [LUG] and Contractor may take the following respective actions:

- a) [LUG] may release the requested records in [LUG'S] possession and notify the Contractor of the release, or
 - b) Contractor will provide [LUG] with the requested records in Contractor's possession immediately upon [LUG] request.
- C. **Costs.** Contractor will not charge [LUG] contractor's costs of complying with this section and Applicable Law, *except* for Contractor's "actual, necessary and direct" costs as defined and provided in Applicable Law of the State.
- D. **Indemnification.** In addition to, and not to the prejudice or exclusion of anything under this Agreement or any documents incorporated by reference in this Agreement, Contractor will do the following:
1. indemnify and save [LUG] harmless from,
 2. accept tender of defense of [LUG], and
 3. pay to [LUG],
- all liabilities and losses asserted against or imposed on the [LUG] or [LUG] related parties based on any of the following:
1. [LUG] denying a records request based upon Contractor's objections, or
 2. Contractor failing to provide [LUG] with requested records immediately upon [LUG] request, or
 3. [LUG] failing to timely respond to a request following Contractor's failure to timely provide records under this section, or
 4. [LUG] releasing requested records that [LUG] received from Contractor in response to a records request.
- E. **Waiver.** Contractor waives all its claims of privacy rights, including any claims of copyright infringement, breach of confidentiality, or disclosure of proprietary information. Municipality may release all requested records in the following events:
1. Contractor does not comply with subsection D; or
 2. a court of competent jurisdiction orders [LUG] to release the requested records.
- F. **"Records".** In this section "records" means Records as defined in this Agreement and any other documents, programs, or requested information, including but not limited to

those stipulated in Wisconsin Administrative Code NR 544.07.

ARTICLE 6. INDEMNITIES, INSURANCE, LETTER OF CREDIT

6.01 Insurance

- A. Coverage Requirements.** Without limiting its Indemnities, Contractor will secure and maintain insurance coverage meeting the requirements in this section. [LUG] may require Contractor to secure and maintain larger amounts or types of coverage if it compensates Contractor the direct costs of the additional premium for that coverage. Contractor may use a combination of primary and excess insurance coverage to satisfy these requirements. The [LUG] may reduce insurance requirements if he or she determines that the reduction is in [LUG]'s best interest.
1. Worker's Compensation and Employer' Liability Insurance – Statutory worker's compensation benefits and employers' liability insurance with a limit of liability not less than \$100,000 each accident. Contractor shall require subcontractors not protected under its insurance to take out and maintain such insurance.
 2. Commercial General Liability Insurance– Policy shall provide coverage for premises and operations, products and completed operations, personal injury and blanket contractual coverage. Limits of liability are not less than \$1,000,000 per occurrence and aggregate. The Municipality, its boards, commissions, agencies, officers, employees and representatives must be named as additional insured with respects to the General Liability and so stated on the certificate of insurance.
 3. Automobile Liability Insurance – Business automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles. Limit of liability not less than \$500,000 combined single limit.
 4. Umbrella Liability Insurance – Coverage to be in excess of employers' liability, commercial general liability and automobile liability insurance required above. Limits of liability not less than \$5,000,000 each occurrence, \$5,000,000 aggregate.
- B. Insurer qualifications.** Contractor will secure insurance provided by an insurer meeting the following qualifications:
1. is acceptable to the [LUG],
 2. is authorized to do business in Wisconsin,
 3. has a size category of VII or larger by A.M. Best Company, Inc., and
 4. has a rating of A or better by A.M. Best Company, Inc.

C. Insurance Coverage Requirements for Subcontractors. Contractor will insure each Subcontractor performing Collection by providing evidence that either:

1. Contractor is maintaining insurance required by this section covering the activities of the Subcontractor, or
2. the Subcontractor is maintaining that insurance itself.

D. Evidence of Coverage. Contractor will provide endorsements, schedules, and other evidence of coverage with respect to Contractor and any Subcontractor requested by and acceptable to at the [LUG], at the following times:

1. on or before the contract execution date,
2. promptly upon renewal of policies, and
3. within 10 days of the [LUG]'s request.

a) **Certificates of Insurance.** Contractor will provide certificates (or other evidence of coverage) containing at a minimum, the following information with respect to Contractor and any Subcontractor:

(1) **Contract name:** explicitly identifying this Contract (for example, UNDER DESCRIPTION OF OPERATIONS), and if necessary to secure contractual liability coverage as an "insured contract" or otherwise, including a schedule or endorsement that specifically identifies this Contract;

(2) **Types, policy numbers, policy effective / expiration dates and limits:** explicitly reference each type and corresponding limit of coverage required under this Contract, together with the following:

- policy numbers,
- effective / expiration dates, and
- identification of each required ISO policy form or confirmation of its equivalency to ISO policy forms required under this Contract (such as "auto liability ISO form CA 00 12"). Where this Contract does not require a specific ISO policy form, the certificate of insurance must specifically reference the required type of coverage (such as "pollution liability" under TYPE OF INSURANCE – OTHER) together with a summary description of its coverage (such as "pollution conditions caused by transported cargo" under SPECIAL PROVISIONS);

(3) **30 days' cancellation notice:** containing the express condition that [LUG] must be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.

(4) **Deductibles and self-insured retentions:** identifying any self-insured retention.

(5) **Claims made:** if this Agreement permits claims-made policies (such as pollution liability for disposal) or following consent of [LUG] any insurance coverage is written on a claims-made form, evidence that the "retro date" is before the contract execution date. Contractor must maintain that coverage for at least 5 years after the termination date (or longer as required under this Contract). Promptly upon [LUG] request, Contractor must provide [LUG] with evidence of that coverage. **THIS PROVISION SURVIVES THE TERMINATION OF THIS CONTRACT.**

b) **Endorsements:** Contractor must provide copies of the following endorsements or other documentation with respect to Contractor and any Subcontractor satisfactory to the [LUG]:

(1) **additional insured** endorsement to each liability policy, adding [LUG] and their "officers, agents, and employees" as additional insured;

(2) **waiver of subrogation;**

(3) insurance is **primary and not contributing** with any other insurance or self-insurance programs maintained by [LUG] and its officers and employees;

(4) **excluding any "insured v. insured" clause** in a liability policy with respect to the [LUG] and Waukesha County as an additional insured; and

(5) providing **dedicated limits** under a liability policy in favor of [LUG] and Waukesha County as an additional insured.

c) **Signature verification.** At [LUG]'s request, Contractor must provide documentation verifying that the individual signing or countersigning the certificates, policies, endorsements, or other evidence of coverage of Contractor and any Subcontractor is authorized to do so and identifies his or her company affiliation and title. The [LUG] may require complete, certified copies of Contractor's insurance policies at any time.

B. **Notice of claims.** If any Person makes a claim against Contractor or any Subcontractor exceeding the amount of any deductibles or self-insured retentions, Contractor will promptly notify the [LUG] of the claim.

- F. **Contractor Compliance.** Contractor will comply with all requirements of its insurance policies and insurers.

6:02 Contractor Indemnity, Defense, and Release

- A. **General.** To the extent allowable under Applicable Law, Contractor shall indemnify, defend with counsel approved by the [LUG], release, and hold harmless [LUG] and [LUG]'s related parties from and against all liabilities and losses paid, incurred, or suffered by, or asserted against, [LUG] or [LUG]'s related parties, but *only* to the extent that those liabilities and losses are caused by the following:
1. **Contractor Negligence or Misconduct.** the wrongful, willful, or negligent act, error or omission, or the misconduct of Contractor;
 2. **Non-Customer Materials.** the collection, transporting, delivery, recycling, processing, composting, disposal, or other handling by Contractor of unpermitted waste that Contractor collects outside the Contract service area or from persons other than customers;
 3. **Failure to Comply with Unpermitted Waste Screening Protocol.** the failure of Contractor to train its employees as required by Applicable Law or the unpermitted waste screening protocol, whichever is more stringent;
 4. [LUG] acknowledges that the mere presence of hazardous waste in refuse will not constitute negligence or in and of itself create any liability on the part of Contractor absent any of the circumstances described in items (1) through (4) of this subsection.
- B. **[LUG] Sole Negligence Excluded.** Contractor is not required to reimburse or indemnify [LUG] to the extent any liabilities or losses are due to the sole negligence of [LUG] with respect to Contract services.
- C. **Indemnity With Respect to Contract Services Only.** Contractor's indemnity described in this section is limited to liabilities and losses resulting from and after the Contract execution date.
- D. **Statutory Agreement.** Contractor's indemnity described in under this section is intended to operate as an agreement under 42 U.S.C. Section 9607(e) and any corresponding Applicable Law provisions of State, to insure, release, protect, hold harmless, and indemnify [LUG] from liabilities and losses as required by this section. Contractor's indemnity under this section includes the specific actions or inactions of Contractor described in items numbered (1) - (4) consecutively of subsection (A) (*for example, a driver accepting a customer bribe and illegally disposing of unpermitted waste that upon identification thereof, must be segregated and transported as required by Applicable Law*).

E. **Indemnity During Term Only.** Contractor's indemnity is limited to liabilities and losses resulting from contract services provided by Contractor from the contract execution date through the termination date. However, CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT.

F. **Reimbursement of Enforcement Costs.** If Contractor fails to pay any indemnities and that failure results in any costs to [LUG], within 15 days of [LUG] request, Contractor will pay [LUG]'s reimbursement costs for those costs.

6.03 Surety Instrument. Contractor will provide for either a) the issuance of an irrevocable standby letter of credit (the "Letter of Credit") by a bank approved by the [LUG] in its sole discretion (the "Bank"), for the benefit of [LUG], or b) a performance bond (Bond) from an insurance company licensed to transact business in the State of Wisconsin. The surety instrument must authorize the beneficiary [LUG] to draw, in one or more drawings, not less than the following amount (the "Stated Amount"):

A. One year [LUG] estimated services costs.

[LUG] may draw on the surety in any of the following events as evidenced to the satisfaction of the [LUG]:

- A. a default, or
- B. Contractor is unable to regularly pay its bills as they become due, or
- C. Contractor fails to timely pay any Solid Waste Management Facility; or
- D. Contractor fails to pay an insurance deductible or self-insured retention.

The surety instrument must expire on the date on which the Bank or insurance receives a certificate from the [LUG] saying that:

- A. this Contract has expired, or
- B. this Contract has been terminated for a period of 180 days or other preference period provided under Applicable Law with respect to bankruptcy or insolvency, or
- C. Contractor has substituted an alternative letter of credit, bond, or other security document acceptable to the [LUG] in the [LUG]'s sole discretion, and
- D. Contractor does not owe [LUG] any money.

THIS SECTION WILL SURVIVE THE TERMINATION OF THIS CONTRACT. The surety instrument must be transferable to any successor or assignable to the [LUG].

6.04 Guaranty Agreement. If Contractor has any Affiliate having a direct or indirect ownership

interest in Contractor, Contractor will provide a legal, valid, and binding Guaranty by that Affiliate as Guarantor, acceptable to the [LUG].

6.05 Assurance of Performance. In its sole discretion and in addition to all other remedies it may have, [LUG] may demand from Contractor reasonable assurances of full satisfaction of performance obligations by a specified date, in any or all of the following events:

- A. **Labor unrest:** Contractor is the subject of any labor unrest (including work stoppage or slowdown, sick-out, picketing, lock-out, or other concerted job action) in excess of 6 days);
- B. **Unable to pay bills:** Contractor appears in the judgment of that [LUG] to be unable to regularly pay its bills as they become due, including failure to time pay the following:
 - 1. with respect to a collection contractor, a tipping fee at any Solid Waste Management Facility,
 - 2. any insurance deductibles or self-insured retention,
 - 3. any employee's wages, and
 - 4. non-payment of any other bill for over 60 days; or
- C. **Monetary judgments:** Contractor is the subject of fines, penalties, or civil or criminal judgment or order entered by a Regulatory Authority, which judgment is in excess of the past 3 months' Contractor Service Fees or requires estimated expenditure by Contractor in excess of those 3 months' Contractor Service Fees.

ARTICLE 7. BREACHES, DEFAULTS AND REMEDIES

Contractor acknowledges that [LUG] may enforce this Contract and exercise its remedies under this Contract in its sole discretion.

7.01 Certain Breaches, Liquidated Damages, and Specific Compensatory Damages

- A. **Notice.** If [LUG] determines that Contractor is in breach, [LUG] may assess compensatory damages or liquidated damages after giving notice to Contractor identifying and describing the breach. Contractor will pay damages within 20 days of receiving the notice of assessment.
- B. **Dispute.** Contractor may dispute the assessment of compensatory damages or liquidated damages by notice to [LUG] within 20 days of receiving the notice of assessment, but will pay assessed compensatory damages or liquidated damages pending resolution of its dispute. In that notice of dispute, Contractor must describe the basis for its dispute and include relevant documentation. The chief administrative officer of [LUG] or his or her designee will review the notice of dispute and make a determination as soon as practicable. His or her determination will be final. If he or she determines that the [LUG] should *not* have assessed all or a portion of the compensatory damages or liquidated damages, the [LUG] will return all or a portion of the compensatory damages

or liquidated damages to Contractor. Contractor acknowledges that compensatory damages and liquidated damages do not constitute fines and penalties imposed by [LUG] as a governmental or regulatory entity, but as a contracting party.

7.02 Defaults. Each of the following acts or omissions described in this Section constitutes a material breach ("**Default**") under this Contract:

A. Contract Service Defaults:

1. **Uncured Breach:** Contractor breaches this Contract; and
 - a) the [LUG] notifies Contractor that an identified breach has occurred; and
 - b) Contractor does not correct that breach within 20 days of receiving the [LUG]'s notice.

If Contractor believes that it cannot cure the breach within 20 days, Contractor

- a) may notify the [LUG] within 5 days of receiving the [LUG]'s notice, explaining why Contractor believes it needs additional time to effectuate a cure and proposing schedule for cure, and
- b) will diligently proceed to cure the breach within that schedule.

The [LUG], in its sole discretion, may take any of the following acts:

- a) accept Contractor's proposed schedule of cure, or
 - b) make a written demand that Contractor cure the breach within an alternative time period set by the [LUG], or
 - c) exercise any remedies under this Contract, including terminating this Contract at the end of the 20 day period.
2. **Repeated Breach.** Contractor repeatedly or habitually breaches this Contract, as determined in the sole discretion of the [LUG].
 3. **Contract Service Failures**
 - a) With respect to any collection contract, Contractor fails to collect the following percent of pickups (regularly scheduled or by appointment) at customer's set-out sites (subject to collection service exceptions):
 - (1) 10% or more for more than 7 consecutive days,
 - (2) 5% or more during a 12-month period; [LUG] does not have to wait until

the end of the 12-month period to declare this default, or

- b) With respect to the disposal contract, Contractor fails to accept and dispose of all permitted waste delivered by any collection hauler:
 - (1) for more than 3 consecutive days, or
 - (2) for more than 15 cumulative days over the term.

4. **Failure to Comply With Law:**

a) **Violation**

- (1) **Material.** Contractor does not cure any material violation of Applicable Law to the satisfaction of the [LUG] or applicable regulatory authority within 30 days of the notice, assessment, or determination of that violation of Applicable Law; or
- (2) **Repeated.** Contractor repeatedly, in judgment of [LUG], receives a notice, assessment, or determination of the same or different violation.

- b) **Contests.** If Contractor is entitled to contest, and in good faith does contest a notice, assessment, or determination of violation of Applicable Law, no default will be deemed to have occurred until a final decision adverse to Contractor is entered.

5. **Criminal Activity:** Contractor fails to effectuate cures or to timely terminate and/or replace any contract manager under Section 8.02.

6. **Failure to Timely Pay Contractor Payment Obligation:** Contractor fails to pay any Contractor payment obligation within 15 days of the date it is due and payable.

7. **Charging More than Customer Special Service Surcharge listed in Service Fee Schedule:** Contractor charges any customer more than the scheduled customer special service surcharge listed in the service schedule and does not reimburse the excess within 30 days of Contractor's discovery thereof, [LUG] notice, or customer request.

8. **Failure to Allow [LUG] to Perform Contract Services:** Contractor fails to timely allow [LUG] to exercise any of [LUG]'s rights in connection with performing contract services under Article 7.09.

9. **Defaults:** In addition to the items listed in Article 7.02, the following will constitute an event of default: Contractor fails to dispose of refuse for more than 4 consecutive days or 15 cumulative days.

B. Performance Assurance Defaults

1. **Failure to Provide Performance Assurance:** Contractor fails to provide any performance assurance.
2. **Seizure, Attachment:** Any Contract service asset is seized, attached, or levied upon (other than a pre-judgment attachment) so as to substantially impair Contractor's ability to timely and fully perform contract services, and which cannot be released, bonded, or otherwise lifted within 48 hours, excepting weekends and holidays.
3. **Insolvency, Bankruptcy, Liquidation:**
 - a) Contractor:
 - (1) files a voluntary claim for debt relief under any applicable bankruptcy, insolvency, debtor relief, or other similar law now or hereafter in effect, *unless* Contractor retains full control of contract service assets throughout the pendency of that claim, or
 - (2) consents to the appointment of or taking of possession by a receiver, liquidator, assignee (other than as a part of a transfer of contract service assets no longer used to provide contract services or backup contract services), trustee (other than as security of an obligation under a deed of trust), custodian, sequestration, administrator (or similar official) of Contractor for any part of Contractor's operating assets, or any substantial part of Contractor's property, or
 - (3) makes any general assignment for the benefit of Contractor's creditors, or
 - (4) fails general to pay Contractor's debts as they become due, or
 - (5) takes any action in furtherance of any of the foregoing.
 - b) Court Ordered:
 - (1) a court having jurisdiction enters a decree or order for relief in respect of this Contract, in any involuntary case brought under any bankruptcy, insolvency, debtor relief, or similar law now or hereafter in effect, or
 - (2) Contractor consents to or fails to oppose any similar proceeding, or
 - (3) any court having jurisdiction enters a decree or order appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator, administrator (or similar official) of Contractor or for any part of Contractor's operating equipment or assets, or orders the winding up or liquidation of the affairs of Contractor.
4. **Default under Guaranty:** any default occurs under the Guaranty which default for

failure to pay the Guaranty listed on the cover of this contract, or default for breach of the Guaranty continues for the period provided therein.

5. **Transfer**; Contractor makes a transfer without [LUG] consent required by Article 9.01.
6. **Subcontract**; Contractor engages a Subcontractor or enters into a Subcontract without [LUG] knowledge and consent and does not terminate that Subcontract within 15 [LUG] business days of [LUG] notice.

C. False Representations; Breach of Warranties.

1. **Under this Contract.**

- a) Contractor makes a **representation or certification** in or under this contract, which Contractor knows, or in the course of diligently conducting business and providing contract services should have known, is untrue on the date Contractor made it.
- b) Contractor breaches a warranty under this contract.

2. **As inducement to enter into this Contract.** Contractor makes a representation or fails to make a disclosure, whether within this Contract or otherwise, to [LUG] in connection with or as a material inducement to entering into this Contract or any future amendment to this Contract, which representation or failed disclosure is false or misleading in any material respect when made.

7.03 Breaches and Defaults Excused

A. **Uncontrollable circumstance/prevention and mitigation.** To the extent that the default is due to an uncontrollable circumstance, Contractor will not be deemed in default for breach of its performance obligations under the following sections:

1. Article 7.02(A)(1) and (2) (Uncured Breach; Repeated Breach), except to the extent that a Breach constitutes a Default otherwise itemized in Section 7.02, or
2. Section 7.02(A)(3) (Contract Service Failures)

If Contractor exerted the following best efforts:

1. to prevent the Breach, and
2. to mitigate the effects of the uncontrollable circumstance.

For example, if Contractor breaches the contract by failing to provide insurance, which breach constitutes a specific default under Section 7.02B, that breach is not excused by

an uncontrollable circumstance.

B. Contractor Notice of Uncontrollable Circumstance. Contractor will give immediate notice of an uncontrollable circumstance to the [LUG], including:

1. Describing the breach for which Contractor seeks to be excused;
2. the expected duration of the uncontrollable circumstance;
3. the extent to which Contractor may curtail contract services;
4. any requests or suggestions to mitigate the adverse effects of the uncontrollable circumstance.

C. [LUG]'s Rights.

1. **Perform Contract Services.** Notwithstanding that a breach due to uncontrollable circumstances does not constitute a default, after the continuance of the breach for 48 hours [LUG] may nevertheless, in its sole discretion, perform contract services in the contract service area itself as allowed by Article 7.09.
2. **Exercise other remedies.** After the continuance of any breach for 30 days, [LUG] may, in its sole discretion, exercise any other remedy under this Contract, including suspending or terminating this Contract as provided in Article 8.01.

7.04 Remedies

- A. As provided by law.** Either party may exercise any and all remedies available under law or equity for the other party's breach of this contract. A party's exercise of any one remedy, including [LUG]'s assessing liquidated damages, is not an election of remedies but is cumulative with any other available remedies.
- B. [LUG]'s additional remedies.** In addition to exercising any remedy available under law or equity, upon occurrence of a default, [LUG], in its sole discretion, may exercise any or all of the following additional remedies:
1. **Termination:** terminate this Contract or any portion of performance obligations as required by Article 8.01(A);
 2. **Suspension:** suspend this Contract or any portion of performance obligations as required by Article 8.01(B);
 3. **Perform Contract Services:** perform performance obligations as allowed by Article 7.09;
 4. **Injunctive Relief / Damages:** seek to obtain injunctive relief and/or damages;

5. **Damages:** assess liquidated damages, compensatory damages and any other damages under law, and
 6. **Financial Assurances:** drawing on the Letter of Credit, demanding payment under the guaranty or indemnities, or submitting claims under insurance.
- C. **Injunctive relief.** Contractor acknowledges that [LUG]'s remedy of damages for breach or default may be inadequate for reasons including the following:
1. **Public health and safety:** the urgency of timely, continuous, and high-quality contract services, including collection, transportation, and/or transfer and disposal of putrescible solid wastes that constitute a threat to public health;
 2. **Procurement time and expense:** the long time and significant investment of money and personnel (including [LUG]'s staff, elected officials, and [LUG] counsel, as well as procurement counsel and consultants) required to do the following:
 - a) develop performance specifications and performance standards acceptable to [LUG],
 - b) draft this Contract and related procurement documents,
 - c) solicit comments on this Contract and procurement documents from [LUG] (and [LUG] counsel) and persons interested in proposing to provide contract services,
 - d) meet with those potential proposers to discuss their comments and answer their questions about this Contract and the procurement,
 - e) finalize this Contract and procurement documents,
 - f) solicit proposals for Contract services,
 - g) review and evaluate those proposals and seek clarifications of those proposals,
 - h) award this Contract as required by [LUG]'s Applicable Law,
 - i) finalize execution of this Contract, including reviewing, commenting on, and approving (if required) Contractor documentation, and
 - j) conform the [LUG] code to the new Solid Waste and Recycling programs; and
 3. **Reliance on Contractor:** [LUG's] reliance on Contractor's meeting evaluative criteria on which award of this Contract was based, including the following:
 - a) solid waste management experience,
 - b) [LUG] references,

- c) qualifications of key personnel,
 - d) environmental programs and proposed unpermitted waste screening protocol,
 - e) litigation history,
 - f) Contractor's proposed transition, customer education, diversion and other plans,
 - g) acceptance of terms of this Contract, and
 - h) diversion record.
4. **Re-procurement time and expense:** the length and significant investment of time and money described in item (2) to develop alternative MSW management services comparable to contract services for the price provided under this Contract, and to negotiate new agreements therefore.

Consequently, [LUG] is entitled to all available equitable remedies, including injunctive relief.

D. Contractor Payment Obligations. [LUG] may collect Contractor payment obligations due and owing by Contractor to [LUG] by any or all of the following means:

- 1. demanding payment from Contractor or Guarantor,
- 2. drawing on the Letter of Credit,
- 3. submitting claims as an additional insured under insurance policies or under contractual liability provisions of Insurance policies, and
- 4. directing Contractor to offset contractor payment obligation from Contractor service fees that Contractor received from customers as required by Provision L.01.

E. Dispute Resolution. The Parties available legal remedies notwithstanding, the Parties agree to participate in good faith to resolve any dispute, claim or controversy arising out of or relating to this Contract. If the dispute, claim or controversy is not resolved by negotiation, the Parties agree to participate in mediation in good faith prior to exercising legal remedies. The Parties shall share equally in the cost of mediation.

7.05 Additional Compensatory Damages. Without limiting the [LUG]'s rights to seek compensatory damages under Article 7.01 or law, [LUG] may seek the following compensatory damages:

- A. Amounts equal to any contractor payment obligations or other amounts that Contractor has previously paid to [LUG] but are subsequently recovered from that [LUG] by a trustee in bankruptcy as preferential payments or otherwise;
- B. If [LUG] terminates this Contract for default, that [LUG]'s reimbursement costs to provide or re-procure MSW Management Services in lieu of contract services; and
- C. If [LUG] terminates this Contract for default, [LUG]'s projected direct costs of replacing MSW Management Services in excess of Contractor service compensation for the balance of the term remaining if this Contract had not been terminated, as based on service fees under replacement agreements for those MSW Management Services.

THIS SECTION WILL SURVIVE THE TERMINATION OF THIS CONTRACT FOR 180 DAYS OR OTHER PREFERENCE PERIOD PROVIDED UNDER APPLICABLE LAW WITH RESPECT TO BANKRUPTCY OR INSOLVENCY. [LUG] may draw upon the Letter of Credit, Guaranty, or any other available performance assurance to pay compensatory damages.

7.06 Waivers

- A. **Waiver of Breach.** No waiver of any breach or default constitutes a waiver of any other breach or default. Failure of [LUG] to enforce any provision of this Contract may not be construed as a waiver of [LUG]'s enforcement rights. [LUG]'s subsequent acceptance of any damages or other money paid by Contractor may not be deemed to be a waiver by [LUG] of any pre-existing or concurrent breach or default.
- B. **Contractor Waiver of Certain Defenses.** Contractor acknowledges that it is solely responsible for providing Contract Services and by this Contract irrevocably and unconditionally waives defenses to the payment and performance of its obligations under this Contract based on failure of consideration; contract of adhesion; impossibility or impracticability of performance; commercial frustration of purpose; or the existence, non-existence, occurrence, or non-occurrence of any foreseen or unforeseen fact, event, or contingency that may be a basic assumption of Contractor with regard to any provision of this Contract; *provided* that Contractor does not by this Contract waive any defenses under this Contract of uncontrollable circumstances

7.07 Jurisdiction; Venue, Costs

- A. **Jurisdiction.** Parties will bring any lawsuit arising out of this Contract in Wisconsin State courts, which will have exclusive jurisdiction over those lawsuits. Each party consents to jurisdiction over its person and over the subject matter of any litigation in those courts and to service of process issued by those courts to the parties at their addresses for notice.
- B. **Venue.** Venue is made in and will be performed in courts sitting in Waukesha, WI, to the extent permitted by Applicable Law. Parties further agree that the site of any other

hearing or action, whether arbitration or non-judicial, of whatever nature or kind regarding this Contract, will be conducted in Milwaukee, Wisconsin.

- C. **Costs.** The non-prevailing party in any dispute involving this Contract will pay the prevailing party's reimbursement costs.

7.08 Enforcement Costs. Contractor will reimburse [LUG] promptly upon request for either or both of the following [LUG]'s reimbursement costs:

- A. investigating any alleged breach, when appropriate in [LUG]'s judgment, or
- B. incurred by [LUG] as a consequence of a breach.

7.09 [LUG] Right to Perform

- A. **Events.** [LUG] may perform, or provide for the performance of, any or all performance obligations (*such as collection, transportation, and delivery of refuse to the contract disposal facility, or accepting delivery of refuse at the contract disposal facility*) upon the occurrence of either of the following events determined by the [LUG] in its sole discretion:

- 1. **Failure to Collect or Dispose for 48 hours:** Contractor, due to uncontrollable circumstances or for any reason whatsoever, fails, refuses, or is unable to collect any refuse, recyclables, or yard waste and transport it to the disposal facility, the designated recyclables drop-off site designated by Waukesha County, or county composting facility, as the case may be, or accept delivery of refuse at the contract disposal facility, for a period of 48 hours after the collection or acceptance was required under this Contract, and the [LUG] determines in its sole discretion that there is a danger to the public health, safety, or welfare; or
- 2. **Suspension or termination of Contract:** [LUG] suspends or terminates all or a portion of this Contract.

- B. **Continuation.** [LUG] has no obligation to continue performing or providing for the performance of any or all performance obligations and may at any time, in its sole discretion, cease to provide any or all performance obligation. However, [LUG]'s right to perform or provide for the performance of any or all performance obligations will continue until either of the following:

- 1. **Resumption of Service:** Contractor can demonstrate to the [LUG]'s satisfaction that Contractor is ready, willing, and able to resume timely and full performance of all performance obligations, or
- 2. **Alternative service arrangements:** [LUG] can make alternative arrangements for providing MSW Management Services, in its judgment comparable to contract

services in scope and price, which may include contracting with another service provider.

C. **Notice.** The [LUG] may give Contractor 24 hour oral notice that [LUG] is exercising any or all of [LUG]'s rights under this Section. The oral notice will be effective immediately, but within another 24 hours, [LUG] must confirm that oral notice with a notice (which is in writing

D. **Records.** At the [LUG] request, Contractor will immediately provide the [LUG] or its designees with immediate access to Contractor office at any time [LUG] it is exercising its rights under this section with respect to those related to routing and customers' frequency and level of Contract service (*such as Customer service subscription data*).

E. **Contractor Payment or [LUG] Reimbursement.**

1. **Uncontrollable Circumstances.** In the following events:

- a) items (A) and (B) in Article 7.01 are due to Uncontrollable Circumstances, and
- b) Contractor is not being paid (or if Contractor bills in advance, has not been paid) through billing and collecting customer special service surcharges,

then the [LUG] will pay Contractor each of the following costs:

- (1) rental fees for use and possession of those Contract service assets equal to their fair market value as determined by an independent appraiser;
- (2) Contractor's direct costs of providing vehicles with fuels, oil, and other maintenance
- (3) Contractor's direct cost of making personnel available to [LUG].

2. **Other than Uncontrollable Circumstances.** If the events enumerated in paragraphs numbered (1) and (2) in Article 7.01 are *not* due to uncontrollable circumstances, then the [LUG] is *not* obligated to pay the compensation enumerated in Article 7.05 and Contractor will pay the [LUG]'s reimbursement costs of performing performance obligations within 10 days of its submitting an invoice for that compensation. If Contractor does not timely pay that invoice, the [LUG] may draw upon any or all performance assurances.

However, Contractor is not required to indemnify [LUG] against claims and damages arising from the negligence of [LUG]'s officers and employees (other than employees of Contractor at the time they commenced performing Contract services), contractors, and agents driving collection vehicles.

ARTICLE 8. SUSPENSION OR TERMINATION

8.01 [LUG] Right to Suspend or Terminate

A. **Termination Events.** [LUG] may, in its sole discretion, terminate this Contract in whole or in part, in the following termination events:

1. **Default:** by either party with respect to the occurrence of a default by the other party;
2. **Uncontrollable Circumstances:** by the LUG for the occurrence and continuance of an uncontrollable circumstance under Article 7.03(C);
3. **by Contractor for the failure of the parties to agree on adjustments to Contractor Service Fee due to Changes in Law** as provided in Provision C.02 (D) ;
4. **Non-severable Provisions:** any Contract provision defined in Article 10.04 is ruled unconstitutional, illegal, invalid, non-binding or unenforceable by any court of competent jurisdiction, and either party determines not to sever it but to terminate this Contract;
5. **Assignment of Guaranty Without Consent:** the Guarantor transfer the Guaranty to a person other than an Affiliate, without consent required by the Guaranty despite the [LUG] governing body action denying consent, and on or before 15 days after the transfer, the Guarantor does not provide [LUG] with a substitute Guarantor or alternative financial credit support satisfactory to [LUG].

B. **Suspension Events.** [LUG] may in its sole discretion suspend this Contract, in whole in or in part, upon the occurrence of any Termination Event for no longer than 30 days. During the suspension period Contractor will have the opportunity to demonstrate to the satisfaction of [LUG] that Contractor can once again fully perform Contract Services. If Contractor so demonstrates to satisfaction of [LUG] in its sole discretion, [LUG]'s right to suspend or terminate this Contract will cease and Contractor may resume providing Contract Services. If Contractor does not so demonstrate, [LUG] may terminate this Contract and exercise its additional rights and remedies.

C. **Notice.** [LUG] will give Contractor a notice of termination or suspension effective at the following times:

1. immediately or upon other period stated by [LUG] with respect to the following defaults described in Section 7.02:
 - a) insurance (*Failure to provide performance assurances*), and
 - b) insolvency, bankruptcy, liquidation, to the extent permitted by Applicable Law (*insolvency, bankruptcy, liquidation*), or

2. upon Contractor's receipt of notice with respect to any of the following all other defaults, *unless* [LUG] specifies an alternative date in the notice;
3. a date [LUG] specifies in the Notice.

D. Suspension, Termination of a Portion of Performance Obligations: Reduction in Fee. If [LUG] suspends a portion of this Contract or terminates some but not all performance obligations, Contractor will continue to fully perform its obligations under the remaining portions of this Contract which are not suspended or terminated, and the parties will mutually agree upon an adjustment to the Contractor service fee to reflect actual reductions in performance obligations. *For example, if [LUG] suspends performance obligations with respect to collection of bulky items upon the occurrence of a termination event, Contractor would be obligated to fully perform its other obligations under this Contract (such as collection of refuse).*

8.02 Criminal Activity

A. Notice. Contractor will immediately give notice to the [LUG] of either of the following with respect to Contractor or any Contract manager:

1. conviction of a criminal activity ("conviction") or
2. plea of "guilty", *nolo contendere* or "no contest" to a Criminal Activity ("plea")

Contractor will promptly notify the [LUG] of any of those convictions or pleas with respect to a Contractor manager in a position of influence.

B. Cure. Upon the occurrence of any conviction or plea defined in Article 8.02(A), Contractor immediately will do or cause to be done both of the following:

1. terminate from present employment or remove from present office the offending Contract manager who is an individual, or, with respect to a Contract manager that is Contractor or an Affiliate, the individual or individuals responsible for the criminal activity, *unless* otherwise directed or ordered by a court or regulatory authority of competent jurisdiction and/or authority, and *unless* termination would subject Contractor, an affiliate or any of its Contract managers to substantial liability for breach of any labor agreement entered into before the contract execution date, and
2. refrain from employing or appointing that Contract manager who is an individual or, with respect to a Contract manager that is Contractor or Affiliates, the individual or individuals responsible for the criminal activity, from any other position of influence.

C. [LUG] remedies. Upon the occurrence of either of the following events:

1. Contractor or any Affiliate fails to effectuate the cure described in Article 8.02(B), or

2. the criminal activity is related to this Contract or occurs within the boundaries of [LUG] (incorporated or unincorporated),

[LUG] may take any or all of the following actions:

- a) suspend or terminate this Contract, or
- b) impose other sanctions (which may include financial sanctions and any other condition the [LUG] deems appropriate, short of suspension or termination) as it deems proper.

D. Limitations on Contractor Manager. No Contractor manager may have previously:

1. been convicted of a criminal activity, or
2. plead "guilty", "*nolo contendere*" or "no contest" to a criminal activity.

ARTICLE 9. TRANSFER OR ASSIGNMENT OF CONTRACT

9.01 Transfer

A. [LUG]. [LUG] may Transfer this Contract to any of the following persons:

1. [LUG], a sanitation district, other joint power authority or other public entity succeeding to the major portion of [LUG]'s Solid Waste management rights and obligations, or
2. other Person upon [LUG]'s determination that the Person is financially capable of meeting [LUG]'s obligations under this Contract.

B. Contractor

1. **Acknowledgements.** Contractor acknowledges that Contractor submitted evidence to [LUG] with respect to Contractor's experience, expertise, and qualifications to provide Contract services, and that Contractor's experience, expertise, and qualifications were material considerations of [LUG] in entering into this Contract with Contractor.
2. **[LUG] Consent.** Without [LUG] consent, given in [LUG]'s sole discretion, Contractor will not transfer in whole or in part, voluntarily or involuntarily, any of the following:
 - a) this Contract,
 - b) the Guaranty, or

c) any rights or duties in this Contract or under the Contract,

Contractor may not circumvent [LUG]'s consent rights by securing goods or Contract services from a Subcontractor.

3. **Contractor request.** Without obligating [LUG] to give consent, Contractor will demonstrate to [LUG]'s satisfaction that the proposed transferee has the operational and financial ability to satisfy performance obligations. [LUG] is not obligated to consider any proposed transfer by Contractor if Contractor is in breach at any time during [LUG]'s consideration.
4. **Novation.** If [LUG] consents to transfer of this Contract, it will execute a novation under which the person which is the transferee Contractor assumes all of the rights and performance obligations of the transferor Contractor.

ARTICLE 10. DEFINITIONS AND INTERPRETATION OF CONTRACT

10.01 Interpretation of Contract

- A. **Plurality.** Words importing the singular number mean and include the plural number, and vice versa, unless the context demands otherwise.
- B. **Headings, Font.** Any caption or heading after the ATTACHMENT, EXHIBIT, ARTICLE, Section, lettered subsection, Arabic-numbered subsection or Roman-numbered *subsection* and numbered lists preceding the operative text of this Contract is for convenience of reference on and does in any way control or affect the scope, intent, meaning, construction, interpretation, or effect of this Contract. Any underlined, *italicized*, **bold-faced**, UPPER-CASED, or other font style is for ease of reading and contract administration and does not in any way imply relative importance or unimportance of any provision of this Contract.
- C. **References to Parts.** References to sections and articles refer to sections and articles of this Contract, unless specified otherwise. References to attachments and exhibits refer to attachments and exhibits appended to this Contract. References to subsections are to the section in which that subsection occurs, unless otherwise provided.
- D. **Examples.** Examples are for purpose of illustration only. If any example is ambiguous or conflicts with the text that it illustrates, the text governs.
- E. **Specifies no limitation on generalities.** The mention of any specific duty or liability imposed upon Contractor may not be construed as a limitation or restriction of any general liability or duty imposed upon Contractor by this Contract or Applicable Law.
- F. **Ambiguities, Inconsistencies, and Conflicts.** If any provision contained in:
 1. the body of this Contract and

2. any attachments or exhibits to this Contract

is ambiguous, inconsistent or conflicts, the provisions of the body of this Contract will govern.

G. Time for performance. If any performance obligation must be performed on a holiday or Sunday, the time for performance is extended until next service day, except in event of emergency service.

10.02 Integration. This Contract contains the entire agreement between the parties with respect to their rights and obligations under this Contract. This Contract completely and fully supersedes all prior understandings and agreements between the parties with respect to their respective rights and obligations, including those contained in each of the following:

- A. requests for proposals,
- B. proposals,
- C. memorandums,
- D. correspondence,
- E. telephone calls,
- F. field trips,
- G. interviews,
- H. negotiations, and
- I. [LUG] Governing Body sessions.

10.03 Governing Law. This Contract is governed by, and construed and enforced as required by, the Applicable Laws of the state of Wisconsin, without giving effect to the State's principles of conflicts of laws.

10.04 Severability. If any clause, sentence, provision, subsection, section, or article of this Contract or exhibit or attachment to this Contract (a "**Contract Provision**") is ruled unconstitutional, illegal, invalid, non-binding, or unenforceable by any court of competent jurisdiction, then the parties will take the following actions:

- A. promptly meet and negotiate a substitute for the Contract provision and any related amendments, deletions, or additions to other provisions of this Contract which together effect the parties' original intent to the greatest extent allowable under Applicable Law; and

B. if necessary or desirable to accomplish preceding item (1), apply to the court that declared said invalidity for a judicial construction of the substituted Contract provision and any amendments, deletions, or additions to this Contract. Within 10 days of any [LUG]'s request, Contractor will pay [LUG] half of the direct costs of that application.

The unconstitutionality, illegality, invalidity, non-binding nature, or unenforceability of any Contract provision will not affect any of the remaining provisions of this Contract. This Contract will be construed and enforced as if the Contract provision did not exist.

However, if any Contract provision with respect to [LUG] direction to the Contract disposal facility, County MRF or County composting site is ruled unconstitutional, illegal, invalid, non-binding, or unenforceable by any court of competent jurisdiction, then [LUG] in its sole discretion may either sever that Contract provision and construe and enforce this Contract as required by this section.

10.05 Interpretation. This Contract must be interpreted and construed reasonably and neither for nor against either Party, regardless of the degree to which either party participated in its drafting. Contractor acknowledges that it determined to provide Contract services in [LUG] and execute this Contract upon its own choice and initiative and that it had the opportunity to submit comments, recommend changes, and take exception to the proposed provisions of this Contract during the procurement process. Each party represents and warrants that it has reviewed this Contract and has either commented upon this Contract or had the opportunity to do so, with advice of its attorneys. No provision in this Contract may be construed against [LUG] solely because the County assisted the [LUG] in preparing the form of this Contract.

PART 2 SPECIAL PROVISIONS –COMMUNITY SPECIFIC

PROVISION A. THE PARTIES

A.01 Contractor Is Independent Contractor. The Parties agree and the Contractor acknowledges as follows:

- A. Contractor is an independent contractor engaged by [LUG] and not an officer, agent, servant, employee, or partner of [LUG] or a joint venturer with the [LUG]. Contractor is an independent entity and not an officer, agent, servant, or employee of [LUG].
- B. No employee or agent of Contractor is deemed to be an employee or agent of the [LUG].
- C. Contractor will have the exclusive control over the manner and means of performing Contract Services and over all persons performing Contract services, *except* for [LUG]'s right to change the scope of Contract services as described in Provision C.
- D. Contractor is solely responsible for the acts and omissions of its officers, employees, contractors, Subcontractors, and agents, none of whom is deemed to be an officer, agent, servant, or employee of [LUG].
- E. Nothing in this Contract may be construed as creating an arrangement for handling unpermitted waste.
- F. Neither Contractor nor its officers, employees, contractors, Subcontractors, and agents will obtain any rights to retirement benefits, workers compensation benefits, or any other benefits that accrue to [LUG] employees, and Contractor expressly waives any claim it may have or acquire to those benefits.
- G. Contractor bears the sole responsibility and liability for furnishing workers' compensation and all other benefits required by law to any individual for injuries arising from or connected with Contract services performed on behalf of Contractor under this Contract.

A.02 Parties in Interest – [LUG]. Nothing in this Contract, whether express or implied, is intended to confer any rights on anyone other than the parties and the parties' respective representatives, successors, and permitted assigns. [LUG]'s related parties are third party beneficiaries of provisions in this Contract that reference them.

A.03 Binding on Successors. The provisions of this Contract will inure to the benefit of and be binding on the successors and permitted assigns of the parties.

A.04 Further Assurances. Each party agrees to execute and deliver any instruments and to perform any acts as may be necessary or reasonably requested by the other to give full effect to this Contract, including Contractor documentation.

A.05 Actions of [LUG] in Its Governmental Capacity. Nothing in this Contract may be interpreted as limiting the rights and obligations of [LUG] in its governmental or regulatory capacity.

A.06 Contractor's Obligations Performed at Its Sole Expense. Contractor will perform Contract Services solely for the compensation expressly provided for in this Contract.

A.07 Parties Representatives

A. [LUG].

1. **Identification.** The [LUG] Representative is identified on the Community Specification Summary, as may be amended by [LUG] at the [LUG]'s sole discretion, upon notice to Contractor.
2. **Delegation.** By authorizing the execution of this Contract, [LUG] delegates to the [LUG] representative the authority to exercise [LUG]'s rights, remedies, and options under this Contract and administer this Contract, *except* with respect to:
 - a) extending the term for an additional year or more,
 - b) suspending or terminating this Contract,
 - c) approving or disapproving transfer of this Contract,
 - d) amending this Contract, *except* those provisions listed in Provision B(1), and
 - e) exercising any delegation of authority contrary to Applicable Law.

B. Contractor Representative. Contractor Representative is named in Contractor documentation. Contractor Representative must have at least 5 years' experience in solid waste and recycling collection services before being named Contractor Representative. Contractor Representative is authorized to act on behalf of Contractor in the satisfaction of all performance obligations and exercise of Contractor's rights and options under this Contract.

A.08 Due Diligence. Contractor acknowledges each of the following:

- A. MSW Management Services, including Contract Services, are highly regulated under Applicable Law,
- B. [LUG] may be subject to statutory fines, or withholding of funds, for failure to achieve mandated Diversion levels, and
- C. waste management is a public health and safety concern.

Contractor agrees that it will exercise due diligence in performing Contract Services.

A.09 No Use of [LUG] Name. Contractor will not do business as or use a corporate, partnership, venture, or other formal name, containing the name of any [LUG] or implying government ownership.

A.10 Subcontractors.

- A. Goods or services related to collection, transportation, processing, or diversion of Solid Waste.** Contractor will not engage any Subcontractor without [LUG]'s prior approval of the Subcontract and Subcontractor. Any Subcontract entered into without [LUG]'s prior approval is void. Contractor will identify approved Subcontractors in Contractor documentation.
- B. Contractor responsibility.** Contractor is solely responsible for directing the work of Subcontractors and paying Subcontractors' compensation.
- C. Removal for good cause.** [LUG] may require Contractor to remove any approved Subcontractor for good cause.
- D. Reference to Subcontractors.** Specific reference to Subcontractors under this Contract does not imply that lack of specific reference to Subcontractors elsewhere under this Contract exempts Subcontractors from complying with this Contract with respect to Contract services or other performance obligations that a Subcontractor performs.

PROVISION B. TERM OF CONTRACT

B.01 Commencement and Expiration.

- A. Contract execution date and expiration of term.** The Term for this Contract commences on the May 1, 2015 [contract execution date] and expires on December 31, 2022.
- B. [LUG] options to extend term.** On or before 60 days prior to the expiration of the original term under subsection (A), the extended term under subsection (B), LUG, in its sole discretion, may extend the term of the contract for two years.

B.02 Survival of Certain Provisions. The following provisions of this Contract will survive the term:

- A. all acknowledgements, representations, and warranties** of the parties in this Contract,
- B. all indemnities,**
- C. Contractor payment obligations** or claims therefore,
- D. all Contractor's performance obligations** and [LUG]'s rights with respect to **records**, including the following:

1. giving [LUG] prescribed notice of destruction of refuse disposal records, and
2. giving [LUG] a copy of records, or allowing [LUG] to copy, inspect, and audit records, including:
 - a) information with respect to refuse disposal and Solid Waste Management Facilities (*such as disposed tons of Solid Waste*),
 - b) certificates of insurance or other evidence of insurance coverage (*such as endorsements extending coverage of claims made insurance policies*), and
 - c) Contract service asset inventory and Contract service asset documentation (*for example, with respect to refuse receptacles that [LUG] is acquiring*).
- E. all Contractor's performance obligations and [LUG]'s rights with respect to reports; including submitting final reports,
- F. providing endorsements extending coverage of **claims made insurance policies**,
- G. any other provision of this Contract that expressly states that it survives termination (*such transfer of cart ownership to [LUG]*), and
- H. any right of either party vested and any obligation of either parties accrued before the termination date.

After the termination date, Contractor has no other performance obligations or rights under this Contract.

B.03 Contractor's Obligations Upon Expiration or Termination: OBLIGATIONS IN THIS SECTION SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT.

If Contractor is not awarded an agreement to continue to provide MSW management services substantially similar to Contract services after the expiration or termination of this Contract, prior to and after that expiration or termination, Contractor will cooperate fully with [LUG] and the succeeding contractor(s), licensee(s), permittee(s) or other person(s) providing MSW management services to assure a smooth, efficient, orderly, timely, and effective transition of and delivery of MSW management services to Contractor's former customers and collection Contractors, as the case may be, including providing [LUG] with records promptly upon request, in the format specified by [LUG].

B.04 New Contract. This Contract is a new obligation between the parties and is a novation, substitution, and replacement for any contract or agreement between the parties entered into before the Contract execution date with respect to Contract services.

PROVISION C. CHANGE IN SCOPE OF SERVICE

C.01 Change in Performance Obligations

- A. **At [LUG] direction.** [LUG] may direct Contractor to implement a change of performance obligations, including Contract service specifications or Contract service standards, in the Contract service area following request for, submission of, and review of Contractor's proposal under Provision 2, Contractor will submit its proposal within 10 business days of receiving [LUG]'s request for proposal (or a longer period that [LUG] may designate in light of the complexity or magnitude of the directed change).
- B. **Upon Contractor Proposal.** Contractor may propose to [LUG] a change in the scope of Contract services under Provision 2, such as the following:
1. new developments in collection technologies that would improve Contract Service efficiency and reduce the Contractor service fee, pollution, or environmental impact;
 2. a program that would increase diversion; and
 3. changes in operations necessitated by a change in law.

C.02 Review and Comment

- A. **Proposal contents.** In its proposal Contractor must describe its detailed plan for implementing the requested or proposed change, including the following:
1. a task list and time-line implementation schedule,
 2. goods or services (including any Subcontractor) necessary to implement the change, and
 3. any change in Contractor service fee and cost substantiation therefore, including Contractor's changes in direct costs (taking into account both incremental direct costs and savings offsets) such as:
 - a) modifying vehicle(s);
 - b) adding receptacle(s), vehicle(s) or routes;
 - c) shortening or extending route time;
 - d) laying off or supplementing labor; and
 - e) increasing transportation distance or time to a Solid Waste Management Facility.

[LUG] may withdraw the request for proposal at any time, for any reason, including receipt of a proposal from Contractor unsatisfactory to the [LUG].

Contractor will include documentation supporting its proposal satisfactory to the [LUG].

- B. **Offer.** Contractor's proposal will be deemed Contractor's offer to [LUG] to implement the requested or proposed change. Contractor's proposal will remain binding for at least 45 days from the date submitted to the [LUG].

C. **Proposal Review**

1. **Response/Comments.** Within 20 business days of receiving Contractor's proposal, the [LUG] may review, approve, or disapprove the proposal and comment on it. If [LUG] does not respond within that time, its approval will be deemed denied, except upon mutual agreement of an extension.
2. **Acceptance of Comments.** Contractor will accept or reject any comments within 15 business days of receiving them. If Contractor accepts the comments, the [LUG] will prepare amendments to this Contract that will implement the proposal, as acceptable to Contractor.
3. **Rejection of Comments / Negotiations.** If Contractor rejects [LUG]'s comments, the parties will negotiate in good faith for a period of at least 15 business days following Contractor's receipt of [LUG] comments.

D. **Failure to agree.**

1. **[LUG]-directed change.** If the parties cannot reach agreement on a proposal directed by the [LUG] by the end of those 15 business days, the [LUG] may implement the change itself or through another Person
2. **Contractor-initiated proposal *Changes in Law*.** If the parties cannot reach agreement on a proposal initiated by Contractor by the end of those 15 business days of negotiation, the proposal is deemed rejected and this Contract will not be amended *except* that if parties cannot reach agreement on a proposal initiated by Contractor due to a change in law, Contractor may request binding dispute resolution.

PROVISION D. AMENDMENTS

D.01 Amendments

- A. **The [LUG] governing body authorization and direction / Contractor consent.**
Governing body-authorized amendments will be effective with respect to [LUG] upon:

1. authorization and direction of the [LUG] governing body,
2. consent of the Contractor, and

3. due execution by the parties of an amendment reflecting those changes.

"Governing body-authorized amendments" means the following provisions of this Contract:

1. term extension (other than [LUG]'s option to extend under Provision B 1),
2. suspension or termination of all or part of this Contract,
3. transfer of this Contract,
4. Contractor service fee due to changes in operations under Provision D.1 , but *not* annual adjustments under Provision J , and
5. indemnities.

B. [LUG] Representative Consent / Contractor Representative Consent. All other amendments to this Contract, including the following:

1. amendments *not* listed in subsection A,
2. Contractor documentation, and
3. exhibits or attachments to this Contract (*except* with respect to Contractor service fee)

will be effective upon:

- a) consent of the [LUG] representative (*except* for Contractor's amendments to Contractor documentation that do not require [LUG] consent),
- b) consent of Contractor representative (*except* for amendments to attachments to this Contract that do not require Contractor consent, such as changing Contractor's address for notices), and
- c) due execution by the parties of text reflecting those changes.

C. Due execution. For purposes of this section, "due execution" of amendments to the text of this Contract means the parties':

1. witness and signing written amendment in the form provided on the signature page of this Contract; and
2. warranties as to their due authorization and execution of the amendment.

"Due execution" of amendments to Contractor documentation, attachments, and exhibits means the [LUG] and Contractor representative signing and dating the amendments.

PROVISION E. NOTICES, CONSENTS, APPROVALS, ETC.

E.01 Notices, etc. Notices must be given to the [LUG] at the following address(es) :

[LUG], Attention of: Village Administrator
[ADDRESS] 235 Hickory Street, Pewaukee, WI 53072
[PHONE NUMBER] 262-691-5660
[EMAIL ADDRESS] villagehall@villageofpewaukee.com
[FAX NUMBER] 262-691-5664

The notice may be provided in one or more of the following forms:

- A. by Email or facsimile promptly followed by personal or mailed delivery, or
- B. by personal delivery to a Contractor representative or [LUG], as the case may be, or
- C. by deposit in the United States mail first class postage prepaid (certified mail, return receipt requested)
- D. by commercial delivery service providing delivery verification:

Notice by [LUG] or [LUG] to Contractor of a missed pick-up or a customer problem or complaint may be given to Contractor orally by telephone at Contractor's local office with written confirmation sent to Contractor promptly after the oral notification.

Parties may change their address upon notice to the other party.

E.02 Writing Requirements. All notices, reports, demands, requests, directions, selections, option exercises, orders, proposals, reviews, comments, acknowledgments, approvals, agreements, consents, waivers, certifications, and other communications made under this Contract must be in writing, unless oral communication is explicitly authorized.

E.03 Exercise of Options. Parties will exercise any approval, disapproval, consent, acceptance, option, discretion, election, opinion, or choice under this Contract, make a requirement under this Contract, or interpret this Contract ("**Discretionary Action**") reasonably. Recognizing the essential public health and safety protections this Contract serves, where this Contract specifically provides that the exercise of any Discretionary Action is in either party's independent, sole, exclusive, or absolute discretion, control, or judgment, the other Party will not question or challenge the other party's exercise thereof. Parties will nevertheless exercise their rights and remedies in good faith as required by Applicable Law. Any mediator or court must find the party's exercise to be reasonable.

PROVISION F. SOLID WASTE CONTAINERS AND RECEPTACLES

F.01 Contractor Supplied Receptacles. The Contract shall provide refuse and recyclable

receptacles as specified in Provision K on a [lease or lease-to-own] basis. The cost of the receptacle shall be charged to the [LUG] as a monthly fee on a per customer basis. The receptacle will be from a major manufacturer, designed for both U.S. standard semi-, and fully-automated collection equipment, unless the service selected by the [LUG] is manual up-the-drive. The receptacles shall carry a 10-year warranty from manufacturer defects.

F.02 Standard Receptacle Sizes. The standard size configuration for automated or semi-automated service for residential receptacles will be 64/65 gallon wheeled carts for refuse, and 95/96 gallon wheeled receptacles for recyclables. Standard size configuration for manual up-the-drive service for residential receptacles is 32/33 gallon cans.

F.03 Contractor contact information and disposal prohibitions. Contractor will affix to each receptacle, by decal, stencil, or other means approved by the [LUG], the following text approved by [LUG]:

A. Contractor's name and toll-free phone number,

B. **hazardous waste disposal prohibitions** on the inside of a cart lid in substantially the following form, approved by [LUG]: *"State law prohibits disposal of grass, leaves, and hazardous materials (such as batteries, paint, and motor oil) in your trash. If these items are identified in your trash, your receptacle will be tagged and not collected. For safe and lawful disposal options, call XXX."*

C. any Discard weight limitations.

Contractor may combine the text of these items in one or more decals placed inside the lid of the receptacle or hot stamped on the receptacle. Contractor will document any hot stamps in purchase orders to receptacle manufacturers and provide those purchase orders in Contractor documentation.

F.04 Maintenance and Delivery of Receptacles. The Contractor shall be responsible for the maintenance, repair, asset tracking, and delivery/retrieval of receptacles to the residential Customers on the date specified in the Implementation Plan. The Contractor shall repair or replace the cart, upon receiving notice from the [LUG's] representative, or customer, of the need for repair, or if the receptacle is identified as being unserviceable by the Contractor.

F.05 Retrieval of Receptacles. [applicable only for receptacle lease]. Upon notice of contract termination, the Contractor shall retrieve all receptacles within 15 working days of the completion of the contract scope of service.

PROVISION G. RIGHT TO INSPECT AND AUDIT

G.01 The [LUG] reserves the right to inspect and/or audit all Contractors operations, vehicles, records, and equipment related to the performance of this contract. Such inspections shall only be undertaken by [LUG] to assure that the Contractor is complying with the terms of the

contract, Applicable Law, and applying best efforts to attain the goals of this contract as stated in the Request for Proposal. For any inspection of the Contractors' facilities or records, the [LUG] will provide five (5) working day notice.

PROVISION H. LIQUATED DAMAGES AND COMPENSATORY DAMAGES

H.01 Liquidated Damages: Acknowledgement, Agreement and Confirmation. The parties make the following acknowledgments:

- A. [LUG] incurred considerable time and expense negotiating this Contract to secure an improved level of collection service quality, increased diversion and increased customer satisfaction. Therefore, consistent and reliable Contract services are of utmost importance to [LUG] and customers.
- B. In awarding this Contract to Contractor, [LUG] considered and relied on Contractor's municipal references, experience, qualifications, and reputation as to service quality, and Contractor's breach represents a loss of bargain to [LUG].
3. Quantified standards of performance are necessary and appropriate to ensure consistent and reliable Contract service, and if Contractor fails to meet performance obligations, [LUG] will suffer damages, including:
 1. customers' inconvenience;
 2. anxiety, frustration, and potential political pressure,
 3. criticism and complaint by customers;
 4. loss of the [LUG] governing body members' and staff time; and
 5. deprivation of the benefits of this Contract and loss of bargain,

in subjective ways and in varying degrees of intensity that are incapable of measurement in precise monetary terms. It is and will be impracticable and extremely difficult to ascertain and determine the value of those damages.

4. In the event of breach or default, urgency of protecting public health and safety may necessitate that [LUG] enter into emergency or shorter arrangements for services without competitive procurement at prices substantial greater than under this Contract, and the monetary loss resulting there from is impossible to precisely quantify.
5. Termination of this Contract for default and other remedies provided in this Contract are, at best, a means of future correction and not remedies that make [LUG] whole for past breaches.

Therefore, the parties agree that liquidated damages represent a reasonable estimate of the amount of damages, considering all of the circumstances existing on the Contract execution date, including the relationship of the sums to the range of harm to [LUG] that reasonably could be anticipated and anticipation that proof of actual damages would be cost or inconvenient.

In signing this Contract, each party specifically confirms the accuracy of the acknowledgements and agreements made in this section and the fact that each party had ample opportunity to consult with legal counsel and obtain an explanation of this liquidated damage provision at the time that this Contract was made.

In this table summarizes performance obligations (including timeliness) to which the liquidated damages apply.

Liquidated damages in the chart below apply to each breach, each day: the first occurrence and continuation on successive days. *For example, failure to correct a missed pickup would result in liquidated damages on the day of the scheduled pickup and each following day until corrected.*

	Performance Standard	Monetary Penalty
1	Failure to respond to a service complaint within the specified time frame	\$25 per occurrence
2	Reporting unresolved complaints as resolved	\$100 per occurrence
3	Chronic service failures - three (3) or more instances of the same or similar problem at the same service address within any ninety (90) day period.	\$150 upon the 3rd occurrence; \$50 per occurrence thereafter
4	Commingling of refuse, program recyclables, yard waste, or any other materials, unless approved by the project manager	\$1,000 per occurrence. Municipality also reserves the right to recover excess Wisconsin Disposal Surcharge Fees if a chronic pattern of commingling is established.
5	Failure to deliver any solid waste collected pursuant to the agreement to a designated facility	\$1,000 per occurrence; repeat occurrences may also result in termination of agreement.
6	Failure to clean spillage or leakage (oil, hydraulic fluid, solid waste, recyclables, etc.) within twenty-four (24) hours.	\$250 per occurrence
7	Failure to repair or replace a refuse or recycling receptacle within three (3) days of notification of disrepair	\$100 per occurrence
8	Failure to provide a refuse or recycling receptacle to a new account within three (3) days of notification	\$100 per occurrence
9	Failure to submit reports within required timeframes	\$100 per occurrence

H.02 Compensatory Damages. If Contractor fails to deliver recyclables to a [LUG]-directed processing facility or yard waste to the County composting facility as required by Specification V, or refuse to the [LUG]-directed Contract disposal facility as required, then in addition to assessing liquidated damages, [LUG] may in its sole discretion assess the following compensatory damages, and Contractor will pay [LUG] the following compensatory damages:

- A. [LUG]'s reimbursement costs to monitor Contractor's compliance with delivery performance obligations, including individuals following collection vehicles on collection routes; and
- B. [LUG]'s reimbursement cost of enforcing or securing specific performance of Contractor's delivery obligation.
- C. [LUG]'s reimbursement cost of Wisconsin Disposal Surcharge Fee.

PROVISION I. ANNUAL RATE ADJUSTMENTS

I.01 Effective date of Rate Adjustment. Beginning August 1, 2016, Contractor's service fees will be adjusted annually based on changes in the Consumer Price Index (CPI) for the Milwaukee-Racine Metro Area (All Items = All Urban Wage Earners and Clerical Workers, published by the US Department of Labor, Department of Labor Statistics), and/or published fuel price indices over the prior year, using weighted percentages provided in Schedule 1.

I.02 Applicable Cost Components. The annual service fee adjustment will apply only to that portion of the total fee associated with collection, transportation, and disposal of materials. The annual service fee adjustment will not apply to the State mandated landfill disposal surcharge, or monthly charges related to the provision of receptacles and containers.

I.03 Annual Rate Adjustment. The actual annual rate adjustment will be calculated as described in Provision I.04 below, but shall not exceed the maximum annual rate adjustment of 4% as provided by the Contract's proposal. Should the published CPI be more than two (2) percent (%) greater than the Contractor's proposed maximum annual rate adjustment for eighteen (18) consecutive months, the Contractor can request an adjustment to the maximum annual rate adjustment. Only one adjustment to the maximum annual rate adjustment will be allowed during the term of the Contract.

I.04 Calculation of Annual Rate Adjustment. The method used to calculate the annual rate adjustment will depend whether the Contractor is utilizing a diesel-fueled fleet of trucks, or a compressed natural gas fueled (CNG) fleet. If during the term of the Contract, the Contractor converts his fleet fuel, the method of calculating the annual rate adjustment will be changed on August 1st of the year following the conversion.

A. Diesel Fueled Fleets.

The annual rate adjustment will be a blended calculation comprised of the changes in the

CPI and fuel cost indices over the prior year, and computed as follows:

New Service Fee = Current Service Fee (CSF) + Price Adjustment (PA)

1. ANNUAL CONSUMER PRICE INDEX ADJUSTMENT (CPI)

$$\text{CPI Adjustment} = ((\text{CPI2} - \text{CPI1}) / \text{CPI1})$$

CPI1 = published CPI for the first half of the prior year

CPI2 = published CPI for the first half of the current year

CPI-U = Consumer Price Index for the Milwaukee-Racine Metro Area, All Items = All Urban Wage Earners and Clerical Workers, published by the US Department of Labor, Department of Labor Statistics. <http://www.bls.gov/ro5/cpimilw.htm>

2. ANNUAL FUEL ADJUSTMENT (FPI) - Diesel Fuel Only

FPI_d = Fuel Price Index for Diesel Fuel

$$\text{FPI} = ((\text{FPI}_{d2} - \text{FPI}_{d1}) / \text{FPI}_{d1})$$

FPI_{d1} = average published monthly diesel price from July-June of prior year

FPI_{d2} = average published monthly diesel price from July-June of the most current 12 months.

The FPI_d shall be based on the Diesel Fuel Price Index for Midwest (PADD 2) No. 2 Diesel Ultra Low Sulfur (0-15ppm) Retail Prices (Cents per Gallon) published indices, from the U.S. Department of Energy, Energy Information Administration. http://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_r20_m.htm

**3. EXAMPLE
CALCULATION FOR DIESEL-FUEL FLEET**

Step 1: Compute the portion of the monthly household rate that is eligible for an annual rate adjustment (ASF)

Adjusted Service Fee (ASF) = CSF - State Tip Fee and Receptacle cost

Total Monthly Household Rate = \$12.00

State Tip Fee per household per month = \$0.97

Receptacle (refuse and recycling) cost per household per month = \$0.50

$$\text{ASF} = \$12.00 - (\$0.97 + 0.50) = \$10.53$$

Step 2: Calculate CPI adjustment (assuming adjustment beginning on fees charged in August 2014).

CPI-U change from mid-year 2013 to mid-year 2014 in Milwaukee-Racine area = 1.15%

Step 3: Calculate Diesel Fuel adjustment (assume adjustment beginning on fees charge in August 2014)

FPI_d change between the periods of July 2012 - June 2013 and July 2013 - June 2014, based on monthly averages during the respective periods = -1.19 %

Step 4: Calculate New Rate

$$\text{Price Adjustment (PA)} = \text{ASF} + ((\text{CPI} * \text{X}) + (\text{FPI} * \text{Y}))$$

X = [88 %] as provided in the Contractor's Proposal

Y = [12 %] as provided in the Contractor's Proposal

Contractor designated adjustment factor for CPI = X = 0.85

CPI Adjustment = (0.0115 x 0.85) = 0.009775 or 0.98%

Contractor designated adjustment factor for FPI = Y = 0.15

FPI_d Adjustment = -0.0119 * 0.15 = -0.001785 or -0.18%

$$\text{PA} = \$10.53 * [(0.0115 * 0.85) + (-0.0119 * 0.15)]$$

$$\text{PA} = \$10.53 * 0.0079 = \$0.08$$

$$\text{New Service Fee} = \text{CSF} + \text{Price Adjustment (PA)}$$

$$\text{New Service Fee} = \$12.00 + \$0.08 = \$12.08$$

4. EXAMPLE CALCULATION FOR CNG FUELED FLEETS

Step 1: Compute the portion of the monthly household rate that is eligible for annual rate adjustment (ASF)

Total Monthly Household Rate = \$12.00

State Tip Fee per household per month = \$0.97

Receptacle (refuse and recycling) cost per household per month = \$0.50

$$\text{ASF} = \$12.00 - (\$0.97 + 0.50) = \$10.53$$

Step 2: Calculate CPI adjustment (assume adjustment beginning on fees charged in August 2014).

CPI-U change from mid-year 2013 to mid-year 2014 in Milwaukee-Racine area,
= 1.15%

Contractor designated adjustment factor for CPI = $X = 1.0$ (100%)

CPI-U adjustment = $(0.0115 \times 1.0) = 0.0115$ or 1.15%

Step 3: Calculate New Rate.

Price Adjustment (PA) = $\text{ASF} + (\text{CPI} \times X)$

$\text{PA} = \$10.53 \times (0.0115 \times 1.0)$

$\text{PA} = \$10.53 \times 0.0115 = \0.121

New Service Fee = $\$12.00 + \$0.12 = \$12.12$

PROVISION J. BILLING REQUIREMENTS AND PAYMENT TERMS

J.01 Application for Payment. Application for payment shall be submitted by the Contractor, on a form to be specified by the [LUG]. A sample invoice is provided in Schedule 2, which shall be subject to change, as determined by the [LUG]. The application for payment shall identify any changes to the scope of services, such as number of households, during the month.

J.02 Review of Payment Applications. The [LUG]'s representative will either approve or reject the application for payment. If rejected, the application will be returned to the Contractor, and will state, in writing, the reason for rejecting the application. In the event the Contractor receives a rejected payment application, the Contractor may make the necessary corrections and resubmit the invoice to the [LUG]'s representative. Within thirty (30) days of the date of Contractor's application for payment, the [LUG] will issue payment of all undisputed amounts in Contractor's application for payment.

J.03 Completion. The [LUG]'s representative's approval of any payment application, shall constitute a representation to the [LUG]'s governing body that the conditions precedent to the Contractor being entitled to payment as set forth herein have been fulfilled. The [LUG]s may refuse to approve, in whole, or in part, a payment application, if, in his/her opinion, he/she is unable to make the representation to the [LUG]'s governing body that all conditions precedent to the Contractor being entitled to payment have been satisfied. The [LUG]'s representative may also refuse to approve any such payments, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any previous approval of such payment, to such extent as may be necessary in his/her opinion to protect the [LUG] from loss because:

- A. the work is defective,
- B. claims have been filed or there is reasonable evidence indicating the possible filing thereof; or
- C. the Contract fee has been reduced because of a change, or modification, of the performance obligation.

PROVISION K. MISCELLANEOUS SPECIAL PROVISIONS

K.01 Title to Solid Waste. This Contract does not purport to grant Contractor ownership over solid waste. The right to possession or ownership of solid waste discarded at the set-out site for collection, including yard waste and recyclables, will be determined as required by Applicable Law and not as a result of this Contract.

K.02 Cooperation with Waste Studies. Contractor will cooperate with [LUG] on all waste composition studies conducted no more frequently than once each contract year, at no cost to [LUG], including modification of routes, separate collection of an individual customer's solid waste, and delivering targeted loads of solid waste to a location or locations designated by the [LUG].

K.03 Service Materials Belong to [LUG] [LUG] may use without restriction the work product (whether computerized, written, printed, or photographic) that Contractor develops in connection with Contract services, including route plans, reports, and public education / community relations materials.

K.04 Recycled Materials.

A. **Supplies.** Contractor will use reasonable business efforts to purchase office supplies and all paper products with post-consumer recycled content.

B. **Paper.** Contractor will use paper having not less than

1. 30% recycled paper content, and
2. 10% post-consumer recycled paper content

for all correspondence with customers and [LUG].

~~C. **Recycled Content Policies.** Contractor will use reasonable business efforts to comply with any recycled content procurement policy that the [LUG] may adopt.~~

K.05 Personnel.

A. **Identification, Appearance, Conduct.** Contractor will train and require each of its personnel to:

1. present a neat, tidy and orderly appearance (uniforms preferred),
2. conduct his or her self in a courteous manner,
3. refrain from using loud or profane language,
4. perform collection as quietly as possible.

B. No Gratuities. Contractor will not permit its personnel to demand or solicit, directly or indirectly, any additional compensation or gratuity from customers or any members of the public.

K.06 Responsiveness to [LUG].

- A. Phone calls.** Contractor will return telephone calls from [LUG] to the individual who made that call no later than the next [LUG] business day.
- B. Meetings.** Within one week of oral or written direction by [LUG], Contractor will meet with the [LUG] during [LUG] office hours at the offices directed by that [LUG].
- C. E-mails.** Contractor will respond to all e-mails from [LUG] within 48 hours of receipt (except on weekends and holidays).
- D. Written correspondence.** Contractor will respond to written correspondence from [LUG] within one week of receipt or other time specified by [LUG].

K.07 Contract Service Standards

A. General. Contractor will perform all Contract services in a prompt, thorough, comprehensive, reliable, courteous, and professional manner so that Customers receive high-quality Contract service at all times. Contractor must perform Contract services regardless of weather conditions and regardless of difficulty of collection, subject to collection service exceptions and uncontrollable circumstances. Express performance obligations do not relieve collection Contractor of its obligation to perform all Contract services in the manner provided in this subsection.

B. Litter and Leaks.

1. **Set-out Sites.** Collection Contractor will clean up litter in the following places:
 - a) anywhere, if done by collection Contractor's employees (*for example when collecting receptacles at a set-out site and providing roll-out services*) during the process of emptying the collection container or the bulk item container, and
 - b) within a 10-foot diameter of the set-out site for bulky items or excess solid waste

Collection Contractor will discuss with a Customer all instances of repeated litter by that Customer and document each instance.

2. Transportation

- a) **Litter.** Collection Contractor will transport solid waste only in covered collection vehicles. Collection Contractor will prevent solid waste from escaping, dropping, spilling, blowing, or scattering from vehicles during collection and transportation. Collection Contractor will not transfer loads from one vehicle to another on any public street, unless necessitated by mechanical failure or accidental damage to a vehicle or in connection with providing up-the-drive service. Contractor will immediately clean up any solid waste that it spills or scatters, including solid waste tracked onto any alley, street, or public place when providing up-the-drive service or transporting solid waste.
- b) **Leaks.** Contractor will prevent oil, hydraulic fluid, paint, or other liquid from leaking out of vehicles. Collection Contractor will train its employees to immediately cover leaked fluids with absorbent materials, remove those materials from the ground, and apply cleaning agent to cleanse the soiled spot.

Contractor will keep a log of spills that indicate the material spilled, quantity, and remedial actions taken. Collection Contractor will immediately report any spills entering or endangering any waterway or storm drain.

- 3. **[LUG] Reimbursement Costs.** If Contractor fails to clean up solid waste or liquids within 2 hours of the time when [LUG] gave collection Contractor telephonic or other notice of the spill or leak, [LUG] may clean up the spill or leak. Promptly upon [LUG] request, collection Contractor will reimburse [LUG] for [LUG]'s reimbursement costs of cleaning up the spill or leak.
- 4. **Vehicle equipment.** Contractor will equip each collection vehicle with the following items for cleaning up litter and leaks:
 - a) broom,
 - b) rake,
 - c) shovel,
 - d) petroleum absorbent materials, and
 - e) cleaning agents.

C. **Respect for Property**

1. **Private Property.** Contractor will use due care in entering and exiting customers' property or enclosures and use paved walks or surfaces where practicable. It will not trespass or loiter on customers' property. It will not handle or meddle with private property, including drinking water from customers' garden faucets or hoses, without permission. After making collections, it will close all gates it opened and will avoid crossing private or public landscaped areas or jumping over hedges and fences.

Promptly upon receiving notice of any damage to customer's property by phone or other medium, Contractor will determine whether or not the damage to customer's property was caused by the inattention, carelessness, or negligence of collection Contractor's employees. If Contractor determines that it was responsible for damage, within 5 [LUG] business days of making its determination, collection Contractor will reimburse customer the customer's direct costs of repair or replacement of damaged property. If Contractor determines that it was *not* responsible for damage, within 5 [LUG] business days of making its determination, collection Contractor will provide the customer and [LUG] with reasons for its determination and documentation supporting that determination. If Contractor and customer are unable to agree on the determination of responsibility for damages, the [LUG] may resolve the dispute at [LUG]'s discretion.

2. **Receptacles.** Contractor will handle receptacles with due care. Contractor will not throw or drop receptacles from trucks or roughly handle, damage, or break them. Contractor will return receptacles to within 5 feet of the location from where they were picked up by Contractor's employees, upright, with lid closed, without obstructing any passable driveway, sidewalk, or street.
3. **Pavement.** Contractor is responsible for damage to driving surfaces or other pavement (including curbs), other than ordinary wear and tear, if [LUG] or Customer can demonstrate the following to satisfaction of [LUG]:
 - a) that the damage is the result of collection vehicles exceeding the legal maximum weight limits allowed under Applicable Law, or
 - b) Contractor negligently operated vehicles or moved receptacles.

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

4. **Utilities.** Contractor is responsible for damage to public and private utilities, whether located on public streets or property or private property, when [LUG] or customer can demonstrate to satisfaction of [LUG] that the damages are the result of the inattention, carelessness, or negligence of Contractor. [LUG] or customer, as the case may be, may direct Contractor to promptly repair or replace the damaged pavement or utilities to satisfaction of customer or [LUG], as the case may be, or repair and replace them itself or through a third party. In that event, collection Contractor will reimburse

customer the customer's direct costs of repair or replacement and [LUG] its reimbursement costs of repair or replacement, as the case may be.

D. Additional Requirements:

1. Notwithstanding any other clause written herein, Contractor understands and agrees that LUG is a municipal entity and is therefore subject to the open records law of the State of Wisconsin. Wis Stat Sec 19.36(3) requires governmental entities to make available for inspection and copying any records produced or collected under a contract entered into by the municipal entity to the same extent as if the record were maintained by the municipality. Therefore in the event there is a request for any of the documentation pertaining to this agreement, then Contractor shall provide the information as requested and charge no more than the cost to copy said information.

2. Contractor shall be responsible to provide the 64 gallon refuse and 96 recycling containers and to maintain them for the duration of the contract at no additional charge to the LUG.

3. The parties agree that services under this agreement shall be provided to single family and multi-family residents of the LUG with four or less residential units per structure.

4. The date for commencement of collection services hereunder shall be May 1, 2015. Payments shall be made monthly.

5. Contractor agrees to pick up one bulk item/ week/ residence.

6. Persons who are physically unable to move their trash and/or recyclable container to the curb for pick up may obtain a form from the Village in substantially the form as attached hereto. Said form if signed by a licensed medical doctor confirming that the person is unable to bring the trash or recyclables to the curb and also signed by the resident that there is no other person in the household who could do this for them, will entitle the resident to receive up the drive service at no additional charge to them or the LUG. Such residents will have a smaller trash and recyclable container provided by the Contractor at no additional charge.

7. Contractor agrees to collect trash and recyclables from Village governmental buildings listed on Form 1A, Schedule F, Service Cost Proposal for the Village of Pewaukee, without additional charge.

PROVISION L. CONTRACTOR SERVICE FEE, CUSTOMER SPECIAL SERVICE SURCHARGES

L.01 Contractor Service Fee, Customer Special Service Surcharge and Rates

A. **Contractor Service Fee.** [LUG] will compensate Contractor the Contractor service fee for providing Contract services in compliance with all performance obligations. The Contractor service fee will not change *except* as provided in Provision I.

B. **Customer Special Service Surcharge.** Contractor may charge a customer the customer special service surcharge for special services that Contractor provides to that customer in

accordance with rates in Schedule 1.

- C. **[LUG] Rates.** [LUG] will establish, charge or assess, and collect revenues sufficient, together with other available funds, to pay the Contractor service fee. In its sole discretion, [LUG] may establish, charge or assess, collect and spend revenues in excess of the Contractor service fee for any purpose permitted by Applicable Law.

L.02 Inclusiveness. Contractor service fee includes all Contractor's direct costs, indirect costs, plus profit or return of investment for providing Contract services, including:

- A. labor (including wages and fringe benefits), including drivers, customer service personnel, supervisors, and administrators,
- B. acquisition, repair, and maintenance of Contract service assets (including buildings and grounds),
- C. tools and supplies,
- D. fuel and utilities,
- E. insurance premiums and fees for the letter of credit or any further assurance of performance,
- F. taxes,
- G. securing and maintaining permits and complying with Applicable Law,
- H. fines and penalties for violation of permits or Applicable Law,
- I. handling unpermitted waste discovered in solid waste, including disposal thereof as required by Applicable Law
- J. negligence or misconduct,
- J. fees imposed by regulatory agencies, the Contract fee,
- L. fees charged by Solid Waste Management Facilities (*such as tipping fees*), and
- M. any other cost of providing Contract services not explicitly compensated by surcharge to customer or charge to [LUG] or the [LUG].

Reference in this Contract to providing Contract services "without surcharge" or similar language does not infer that absence of such reference elsewhere in this Contract means Contractor is entitled to compensation in addition to the Contractor service fee listed on the Contractor service fee schedule or explicit reference to reimbursement of direct costs or Contractor's reimbursement costs.

L.03 Adjustment of Contractor Service Fee.

A. **Adjustment events and timing.** The Contractor service fee will be adjusted following corresponding adjustments in the rates made at the following times:

1. upon Contractor's request submitted to [LUG] at least 60 days in advance of implementation, or
2. upon direction of the [LUG], in its sole discretion, or
3. upon change in the number of containers and/or frequency of collection.

B. **Annual Rate Adjustment.** The Contractor service fee will be adjusted (see Provision I) to equal the following:

- 1) the Contractor service fee in effect during the prior Contract year (or portion of that Contract year, *plus* ...)
- 2) the weighted adjustment percentage as calculated in Provision I.03 *times* the Contractor service fee in effect during the prior Contract year.

C. **Rounding.**

1. **Calculations.** Calculations must be rounded up or down to the nearest 1/100th decimal place (*for example, 17.674 is rounded to 17.67; 17.678 is rounded to 17.68*). 5 must be rounded down (*for example, 101.965 to 101.96*).
2. **Dollars.** Adjustment in Contractor service fee must be rounded to nearest penny.

D. **Preconditions.** The Contractor service fee will not be adjusted upwards if there is any uncured breach or default.

E. **Contractor's Submission of Annual Rate Adjustment.** Within 2 weeks of [LUG] request, Contractor will prepare a statement setting forth Contractor's detailed calculation of Contractor's requested annual adjustment in Contractor service fee using the computer spreadsheet described in Schedule 3, or other format prescribed by [LUG]. Schedule 3 is for the convenience of [LUG], but is not binding. [LUG] may make corrections or adjustments to Schedule 3 as required by this Contract.

F. **Customer Fee Schedule.** If requested by [LUG], and indicated on the cover of this contract, Contractor shall provide a fee schedule for bulky item collection, by which customers will be billed directly by the Contractor. The fee schedule shall not be adjusted more than once per contract year, and shall be adjusted in accordance with the annual rate adjustment method (Provision I). The [LUG] will make best efforts to annually distribute the fee schedule information to its residents, on a date mutually agreed to by the [LUG] and the Contractor. All transactions between the Contractor and customers are the sole responsibility of the Contractor; the [LUG] assumes no responsibility for collection of fees from the customer for these transactions.

PROVISION M. EXECUTION OF CONTRACT

M.01 Execution in Counterparts. This Contract may be signed in any number of original counterparts. All counterparts will constitute but one and the same Contract.

M.02 Authority to Execute.

A. **[LUG].** [LUG] warrants that its officers listed below have been duly authorized to execute this Contract on its behalf.

B. **Contractor.** Contractor warrants that the individuals listed below have been duly authorized to execute this Contract on behalf of Contractor.

[LUG]
WISCONSIN, a political subdivision
By: [Signature]
Name: JOSEPH KRUTSON
Title: Village President
Dated: 6-18-15

[CONTRACTOR]
By: [Signature]
Name: MARY MIDDLETON O'BRIEN
Title: CMO
Dated: 4.17.2015

ATTEST:
[Signature]
[LUG] CLERK
Name: Nancy J. Zastrow
Dated: 6-18-15

ATTEST:
[Signature]
By: James S. Marini
Name: JAMES S. MARINI
Dated: APRIL 17, 2015

APPROVED AS TO FORM:
[Signature]
[LUG] COUNSEL
Name: Mark G. O'Shea
Dated: 6/17/15

PROVISION N. SCHEDULES AND ADDENDA

N.01 Contract Documentation Checklist.

I. DOCUMENTATION REQUIRED PRIOR TO CONTRACT EXECUTION	RFP REFERENCE	CONTRACT REFERENCE
☐ CONTRACT SERVICES AND COST SUMMARY		Schedule 1
☐ COLLECTION CONTRACT COMPLIANCE ITEMS RELATED TO WAUKESHA COUNTY FINANCIAL SUPPORT FOR RECYCLING CONTAINERS AND DIRECT HAUL		Schedule 2
☐ CONTRACTOR FINANCIAL ASSURANCE	XIII	Schedule 3 Article 6
☐ CONTRACTOR EVIDENCE OF INSURANCE	XIV	Schedule 4 Article 6
☐ CONTRACTOR AFFIDAVIT CERTIFYING ACCESS TO SUFFICIENT LANDFILL CAPACITY	XVI	Schedule 5
☐ COMPOST SITE DELIVERY PROTOCOL	Appendix H	Schedule 6
☐ ANNUAL RATE ADJUSTMENT (CPI AND FUEL)	IX	Schedule 7 Provision L, L.
☐ SAMPLE MONTHLY INVOICE		Schedule 8

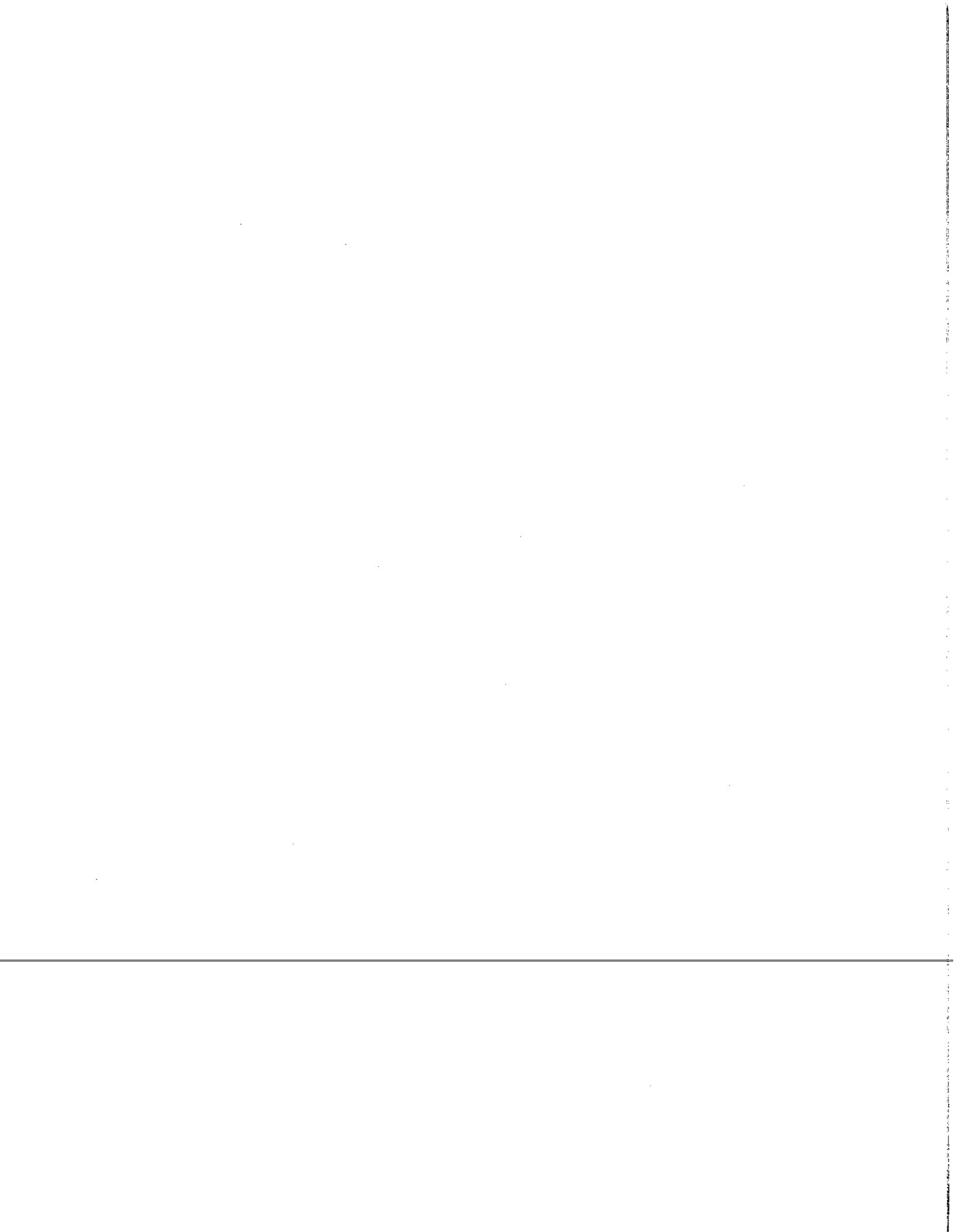
II. DOCUMENTATION REQUIRED PRIOR TO SERVICE COMMENCEMENT	RFP REFERENCE	CONTRACT REFERENCE
☐ BULKY ITEM DIVERSION PROGRAM	VII.m.vi.	Addendum 1
☐ EMERGENCY BACK-UP COLLECTION SERVICE PLAN	VII.j.	Addendum 2
☐ REFUSE, RECYCLING & YARD WASTE COLLECTION SERVICE SPECIFICATIONS	VII	Addendum 3
☐ CUSTOMER COMPLAINT & BILLING DISPUTE RESOLUTION PROTOCOL	VII.k.	Addendum 4
☐ UNPERMITTED WASTE SCREENING PROTOCOL	VII.m.v.	Addendum 5
☐ CONTRACTOR TRANSITION & CUSTOMER EDUCATION PLAN	VII.a.i.ii.	Addendum 6
☐ ROUTE MAPS, SHEETS, AND CHANGE REQUESTS	VII.f.	Addendum 7
☐ REFUSE AND RECYCLING RECEPTACLE INVENTORY	VII.a., g.	Addendum 8 Provision F
☐ MONTHLY, QUARTERLY & ANNUAL REPORTS (SAMPLES)	VII.r.	Addendum 9 Article 5
☐ COUNTY PROTOCOL FOR DELIVERY OF RECYCLABLES TO THE JOINT MRF (to be provided by County)		Addendum 10

N.02 Schedules.

SCHEDULE-1

CONTRACT SERVICES AND COST SUMMARY (Excel File Provided)

[Insert table provided of all final negotiated pricing from Form 1A of the RFP. Include a schedule of costs for on-call bulk items (Schedule 1a), a schedule of emergency service costs (1b), and any other agreed services and pricing.]



FORM 1A
SERVICE COST PROPOSAL

Village of Pewaukee								
SCHEDULE A - BASIC RESIDENTIAL CONTRACT SERVICES					Total Households/Units:	1,822		
Cost Item	Contract Service Description	Service Day(s)	Automated Curbside Service Fee Per Unit Per Month (EOW Recycling Collection)	Automated or Semi-Automated UTD Service Fee Per Unit Per Month (EOW Recycling Collection)	Non-Automated UTD Service Fee Per Unit Per Month (Weekly Recycling Collection)	Disposal Fee (Cost per Ton)		
A.1	Weekly Refuse Collection (not including disposal or receptacle fee)		\$ 6.37					
A.2	Disposal of Refuse (Landfill fee \$/ton including the State tip fee)*						\$36.95	
A.3	Single Stream Recyclables Collection & Delivery to Waukesha MRF/TS (not including receptacle fees)		\$ 2.23					
A.3.a	Single Stream Recyclables Collection & Delivery to Milwaukee MRF (not including receptacle fees)		\$ 2.38					
* State tip fee is not subject to annual CPI adjustments								
SCHEDULE B - ADDITIONAL RESIDENTIAL SERVICE CHARGES				\$/HH/Month	\$/Pull (Drop-off Site)			
B.1.a	Bulky Item Collection (Weekly)		Included					
B.1.b	Bulky Item Collection (Fee Based)	Call in Service - Attach Fee Schedule for all Bulk and Appliances with Financial Documents						
B.2	Yard Waste Collection* (May include both seasonal, weekly HH pick up at curb and receptacle pulls at drop-off sites)		N/A, per Appendix B	\$125.00				
* Assume 32 weeks per year								
SCHEDULE C - ANNUAL CPI RATE ADJUSTMENT & FUEL SURCHARGES								
C.1	Maximum Annual Rate Increase (ARI)				4%			
C.2	Percentage of CPI adjustment applied to Service Fee (Range of 75-90%)				88%			
C.3	Percentage of Fuel Cost adjustment applied to Service Fee (Range of 10-25%)				12%			
Any remaining percent (from 100%) is assumed to be capital expenses not subject to CPI adjustments					100%			
Note: CPI Rate Adjustment & Fuel Surcharges applies to schedule A (excluding State landfill tip fee of \$12.997), B, and F (Multi-Family Units Monthly Fees Only)								
SCHEDULE D - PROVISION OF RECEPTACLES AND RELATED SERVICES*								
Cost Item	Receptacle (Recycling and Refuse) *Assume a 84 month contract period. Lease to own recycling receptacles will require Waukesha County Recycling Logo	Recycling Receptacle			Refuse Receptacle			
		Lease Only \$/HH/Month (Contractor Owned)	Lease-to-own \$/HH/Month (Muni Owned)	Percent of \$/HH/Month for Maintenance	Lease Only \$/HH/Month (Contractor Owned)	Lease-to-own \$/HH/Month (Muni Owned)	Percent of \$/HH/Month for Maintenance	
D.1	64 gallon (Including Maintenance Cost, Not Retrieval Costs)	\$0.38	\$0.55	0.50%	\$0.38	\$0.55	0.50%	
D.3	96 gallon (Including Maintenance Cost, Not Retrieval Costs)	\$0.44	\$0.63	0.50%	\$0.44	\$0.63	0.50%	
D.4	Receptacle Retrieval charge at termination of contract (one	\$0.00	N/A		\$0.00	N/A		
SCHEDULE E - RESERVED								
SCHEDULE F - MUNICIPAL and MULTI-UNIT COLLECTION & DISPOSAL (DUMPSTER) SERVICES								
Item	Refuse Collection & Disposal and Recycling Collection	Refuse Size & Quantity	Refuse Collection Frequency	Recycle Size & Quantity	Recycle Collection Frequency	Total Annual Number of Picks	Monthly Fee (Multi-Family Unit ONLY)	
1	Sewer Lift Station, 1205 E. Wisconsin Ave.	1, 2-yd	weekly	NA	NA	52	no fee	
2	Public Works Dept., 1000 Hickory Street	1, 2-yd	weekly	1, 96 gal	weekly	104	no fee	
3	Public Works Dept., 552 Hickory Street	1, 20-yd	weekly	NA	NA	52	no fee	
4	Library, 210 Main Street	1, 2-yd	weekly	1, 2-yd	weekly	104	no fee	
5								
6								
7								
8								
SCHEDULE G - RECYCLING TRANSITION PLAN (January - April 2015 maximum transition period)							Alt. Processing Cost/Ton	Revenue Share (%)
G.1	If Contractor is able to provide dual stream recycling collection during the transition period, the contractor shall continue that service at the December 2014 rate through the transition period, and deliver recyclables to the County MRF. If Contractor cannot provide dual stream recycling collection during the transition period, Contractor shall propose an alternative single stream recycling processing cost (including transportation to the MRF) and revenue sharing, based on Average Commodity Revenue per ton, during the transition period.*					\$60 per ton	80%	
*Alternate recycling processing plans MUST be negotiated and contracted with Waukesha County as the Responsible Unit for the Participating Municipalities								

SCHEDULE 2

COLLECTION CONTRACT COMPLIANCE ITEMS RELATED TO WAUKESHA COUNTY FINANCIAL SUPPORT FOR RECYCLING CONTAINERS AND DIRECT HAUL

The Contractor shall comply with the provisions below, which are required to maintain eligibility for annual payments from Waukesha County ("County") through an intergovernmental agreement (IGA). The purpose of the IGA is to provide County financial support to the [insert Municipality name], or Local Unit of Government ("LUG"), for recycling containers and the direct haul of recyclables to the Joint City/County MRF in Milwaukee ("Joint MRF"). In case of conflict with other provisions of this Contract, this Schedule shall prevail.

A. Recycling Container Provisions

1. Recycling Container Standards. All recycling containers shall be for single sort recycling and shall meet County standards for in-mold educational labeling, identifying recyclable and non-recyclable/hazardous materials. All containers shall have a 10-year warranty.
2. Distribution and Use of Recycling Containers. Contractor shall, by the dates specified in this Contract, distribute recycling containers to each household/unit served under this Contract. Contractor shall ensure these containers are only used for recycling. Contractor shall notify any non-complying household/unit at the time non-compliance is observed, and shall track and report a summary of non-compliance to the LUG monthly.
3. Distribution of Educational Materials. Contractor shall attach educational materials to the top of each recycling container upon delivery of the containers, as noted above. The educational materials will be provided to the Contractor by the County at no cost to the Contractor.
4. Contractor Report on Containers. Contractor shall provide the County an annual (calendar year) report by February 1 each year on the number and size(s) of recycling containers used within the LUG, including the number of households/units that were provided two 32-gallon recycling containers.

B. Direct Haul Provisions

1. Direct Haul. Contractor shall deliver all recyclable materials collected under this Contract to the Joint MRF at 1401 W. Mount Vernon Ave., Milwaukee, WI.
2. Delivery Protocol. Contractor shall coordinate delivery times with the City of Milwaukee and the Joint MRF operator (i.e., ReCommunity) to maximize efficiencies at the truck scale and tip floor and minimize traffic back-ups. For all recyclable deliveries to the Joint MRF, Contractor shall comply with County Protocol, which is subject to periodic updates to meet the stated intent.
3. Record Keeping and Reports. Contractor shall keep records and provide all requested data and reports to the County as needed to administer the IGA and maintain compliance with applicable state or local codes, program rules, and the protocol for delivery of recyclables to the Joint MRF. This includes, but is not limited to, providing up-to-date information on haul routes, collection days and times, and vehicles used to collect recyclables.
4. Alternate Processing. In the event the Joint MRF is unable to accept recyclables beginning January 1, 2015, the Contractor shall deliver recyclable materials to an alternate location for a

designated time, as directed by the County. [Note: Any additional transportation and processing costs will be covered by separate contract with the County or the Joint MRF operator.]

RLI Insurance Company
Renewable Performance & Payment Bond
BOND # CMS282263

KNOW ALL MEN BY THESE PRESENTS: That ADVANCED DISPOSAL SERVICES SOLID WASTE MIDWEST, LLC hereinafter called the Principal), and RLI Insurance Company (hereinafter called the Surety), are held and firmly bound unto VILLAGE OF PEWAUKEE (hereinafter called the Obligee), in the full and just sum of ONE HUNDRED NINETY FIVE THOUSAND AND 00/100 Dollars (\$195,000.00) the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, and each of their heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal and Obligee have entered into a written Agreement dated the 1ST day of MAY, 20 15 for RESIDENTIAL AND MUNICIPAL REFUSE, RECYCLING, AND YARD WASTE COLLECTION outlined in bid documents project specifications.

WHEREAS, the Obligee has agreed to accept a bond guaranteeing the performance of said Agreement for a period of one year, including the payment of labor and material furnished for use in the performance of said Agreement for a period of one year.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the Principal shall well and truly perform, during the term of this bond, each and every obligation in said Agreement at the time and in the manner specified, and shall reimburse said Obligee for any loss which said Obligee may sustain by reason of failure or default on the part of said Principal, than this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, That this bond is subject to the following conditions:

1. This bond is for the term beginning MAY 1, 2015 and ending MAY 1, 2016. The bond may be renewed for additional terms at the option of the surety, by continuation certificate executed by the Surety. Neither non-renewal by the surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute a loss to the Obligee recoverable under this bond.
2. In the event of default by the Principal, Obligee shall deliver to Surety by certified mail, a written statement of the facts of such default, within thirty (30) days of the occurrence. In the event of default, the Surety will have the right and opportunity, at its sole discretion, to:
a) cure the default; b) assume the remainder of the Agreement and to perform or sublet same; c) or to tender to the Obligee funds sufficient to pay the cost of completion less the balance of the Agreement price up to an amount not to exceed the penal sum of the bond.
~~In no event shall the Surety be liable for fines, penalties, liquidated damages, or forfeitures assessed against the Principal.~~
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless same be brought or instituted upon the Surety within one year from termination or expiration of the bond term.

4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrator or successors of Obligee.
5. The aggregate liability of the surety is limited to the penal sum stated herein regardless of the number or amount of claims brought against this bond and regardless of the number of years this bond remains in force.
6. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this bond and as described in the underlying Agreement, then the terms of this bond shall prevail.
7. This bond shall not bind the Surety unless the bond is accepted by the Obligee. If the Obligee objects to any language contained herein, within 30 days of the date this bond is signed and sealed by the Surety, Obligee shall return this bond, certified mail or express courier, to the Surety at its address at:

RLI Commercial Surety
Attention: Bruce Byers
1165 Sanctuary Pkwy, Ste. 350
Alpharetta, GA 30004

Failure to return the bond as described above shall constitute Obligee's acceptance of the terms and conditions, herein.

Signed and sealed this 17TH day of APRIL, 2015.

PRINCIPAL:

ADVANCED DISPOSAL SERVICES

SOLID WASTE MIDWEST, LLC

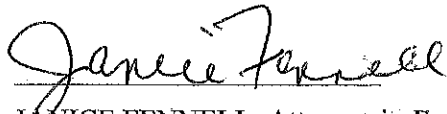
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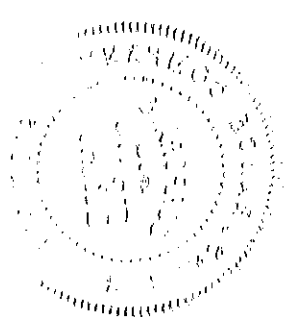
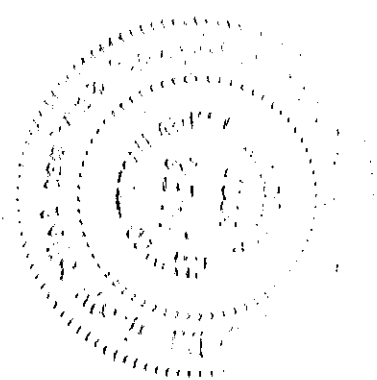
(Name & Title) Richard Burke, CEO

SURETY:

RLI Insurance Company



JANICE FENNELL, Attorney-in-Fact





RLI Surety
9025 N. Lindbergh Dr. | Peoria, IL 61615
Phone: (800)645-2402 | Fax: (309)689-2036
www.rlicorp.com

POWER OF ATTORNEY

RLI Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:
Janice Fennell, Richard C. Rose, Jeremy C. Rose, jointly or severally

in the City of Knoxville, State of Tennessee its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds provided the bond penalty does not exceed Twenty Five Million Dollars (\$25,000,000.00).

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 4th day of March, 2015.

State of Illinois }
County of Peoria } SS



RLI Insurance Company

By: Roy C. Die Vice President

CERTIFICATE

On this 4th day of March, 2015, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 17th day of APRIL, 2015.

By: Jacqueline M. Bockler Notary Public

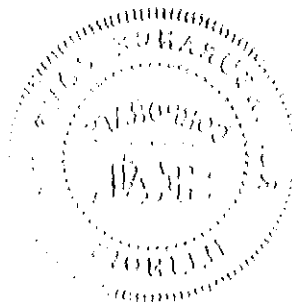
RLI Insurance Company

By: Roy C. Die Vice President



4133278020212

A0058514



SCHEDULE 3

CONTRACTOR FINANCIAL ASSURANCES

[Insert Letter of Credit (LOC) or Performance Bond as required in Section 6.03 of this Contract]

SCHEDULE 4

CONTRACTOR EVIDENCE OF INSURANCE

[Insert certification as required in Section 6.03 of this Contract]



ADSWAST-01 MCKEAGEJE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/2/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Virginia, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: certificates@willis.com PHONE (A/C, No, Ext): (877) 945-7378 FAX (A/C, No): (888) 467-2378 E-MAIL ADDRESS:
INSURED ADS Waste Holdings, Inc. (See Attached List of Named Insureds) 90 Fort Wade Rd. Ponte Vedra, FL 32081	INSURER(S) AFFORDING COVERAGE INSURER A: Arch Insurance Company NAIC # 11150 INSURER B: Alterra America Insurance Company 21296 INSURER C: Navigators Insurance Company 42307 INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	31GPP4985402	11/20/2014	11/20/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS		31CAB4985502	11/20/2014	11/20/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		MAXA3EC60001367	11/20/2014	11/20/2015	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	31WCI4985302	11/20/2014	11/20/2015	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	2nd Layer Excess		NY14EXC825662IV	11/20/2014	11/20/2015	Each Occ./Agg. 5,000,000
B	3rd Layer Excess		MAXA3EC30001448	11/20/2014	11/20/2015	See Attached

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS CERTIFICATE VOIDS AND REPLACES THE PREVIOUSLY ISSUED CERTIFICATE DATED: 3/5/2015

Job & Worksite: Solid Waste Collection

Village of Pewaukee is included as an Additional Insured as respects to General Liability where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Village of Pewaukee 235 Hickory Street Pewaukee, WI 53072	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ADDITIONAL COVERAGE SCHEDULE

COVERAGE	LIMITS
POLICY TYPE: Pollution Liability CARRIER: Illinois Union Insurance Company POLICY TERM: 11/20/2012 – 11/20/2015 POLICY NUMBER: PPLG27059065001	Aggregate: \$25,000,000 Occurrence: \$25,000,000
POLICY TYPE: Excess Liability CARRIER: Alterra America Insurance Company POLICY TERM: 11/20/2014 – 11/20/2015 POLICY NUMBER: MAXA3EC30001448	3rd Layer Excess Each Occurrence: \$5,000,000 Aggregate: \$5,000,000
POLICY TYPE: Automobile Liability CARRIER: Arch Insurance Company POLICY TERM: 11/20/2014 – 11/20/2015 POLICY NUMBER: 31CAB0502300	Automobile Liability - Any Auto Combined Single Limit - \$2,000,000 SIR - \$1,000,000

Named Insured:

Advanced Disposal Waste Holdings Corp.
ADS Waste Holdings, Inc.
Advanced Disposal Services South, Inc.
HWStar Holdings Corp.
Advanced Disposal Services East, Inc.
MWStar Waste Holdings Corp.
Advanced Disposal Services Midwest, LLC
Advanced Disposal Recycling Services Atlanta, LLC
Advanced Disposal Recycling Services, LLC
Advanced Disposal Recycling Services Gulf Coast, LLC
Advanced Disposal Services Alabama CATS, LLC
Advanced Disposal Services Alabama EATS, LLC
Advanced Disposal Services Alabama Holdings, LLC
Advanced Disposal Services Alabama, LLC
Advanced Disposal Services Arbor Hills Landfill, Inc.
Advanced Disposal Services Atlanta, LLC
Advanced Disposal Services Augusta, LLC
Advanced Disposal Services Biloxi MRF, LLC
Advanced Disposal Services Biloxi Transfer Station, LLC
Advanced Disposal Services Birmingham, Inc.
Advanced Disposal Services Blackfoot Landfill, Inc.
Advanced Disposal Services Blue Ridge Landfill, Inc.
Advanced Disposal Services Carolinas, LLC
Advanced Disposal Services Carolinas Holdings, LLC
Advanced Disposal Services Cedar Hill Landfill, Inc.
Advanced Disposal Services Solid Waste Southeast, Inc.
Advanced Disposal Services Central Florida, LLC
Advanced Disposal Services Chestnut Valley Landfill, Inc.
Advanced Disposal Services Cobb County Recycling Facility, LLC
Advanced Disposal Services Cobb County Transfer Station, LLC
Advanced Disposal Services Cranberry Creek Landfill, LLC
Advanced Disposal Services Cypress Acres Landfill, Inc.
Advanced Disposal Services Eagle Bluff Landfill, Inc.
Advanced Disposal Services Emerald Park Landfill, LLC
Advanced Disposal Services Evergreen Landfill, Inc.
Advanced Disposal Services Georgia Holdings, LLC
Advanced Disposal Services Glacier Ridge Landfill, LLC

Advanced Disposal Services Greentree Landfill, LLC
Advanced Disposal Services Gwinnett Transfer Station, LLC
Advanced Disposal Services Gulf Coast, LLC
Advanced Disposal Services Hancock County, LLC
Advanced Disposal Services Hickory Meadows Landfill, LLC
Advanced Disposal Services Hoosier Landfill, Inc.
Advanced Disposal Services Jackson, LLC
Advanced Disposal Services Jacksonville, LLC
Advanced Disposal Services Jones Road, LLC
Advanced Disposal Services Lehigh Valley, Inc.
Advanced Disposal Services Lancaster Landfill, LLC
Advanced Disposal Services Lithonia Transfer Station, LLC
Advanced Disposal Services Macon, LLC
Advanced Disposal Services Magnolia Ridge Landfill, LLC
Advanced Disposal Services Mallard Ridge Landfill, Inc.
Advanced Disposal Services Maple Hill Landfill, Inc.
Advanced Disposal Services Middle Georgia, LLC
Advanced Disposal Services Milledgeville Transfer Station, LLC

Advanced Disposal Services Mississippi, LLC
Advanced Disposal Services Mobile Transfer Station, LLC
Advanced Disposal Services Morehead Landfill, Inc.
Advanced Disposal Services National Accounts, LLC
Advanced Disposal Services National Accounts Holdings, Inc.
Advanced Disposal Services North Alabama Landfill, LLC
Advanced Disposal Services North Florida, LLC
Advanced Disposal Services North Georgia, LLC
Advanced Disposal Services Oak Ridge Landfill, Inc.
Advanced Disposal Services Orchard Hills Landfill, Inc.
Advanced Disposal Services Pasco County, LLC
Advanced Disposal Services Pecan Row Landfill, LLC
Advanced Disposal Services Pontiac Landfill, Inc.
Advanced Disposal Services Prattville C&D Landfill, LLC
Advanced Disposal Services Putnam County Landfill, LLC
Advanced Disposal Services Renewable Energy, LLC
ADS Renewable Energy - Eagle Point, LLC
ADS Renewable Energy - Stones Throw, LLC
ADS Renewable Energy - Wolf Creek, LLC
Advanced Disposal Services Randolph County, LLC
Advanced Disposal Services Rogers Lake, LLC
Advanced Disposal Services Rolling Hills Landfill, Inc.
Advanced Disposal Services Selma Transfer Station, LLC
Advanced Disposal Services Shippensburg, LLC
Advanced Disposal Services Seven Mile Creek Landfill, LLC
Advanced Disposal Services Skippack, Inc.
Advanced Disposal Services Smyrna Transfer Station, LLC
Advanced Disposal Services Solid Waste Leasing Corp.
Advanced Disposal Services Solid Waste Midwest, LLC
ADS Solid Waste of NJ, Inc.
Advanced Disposal Services Solid Waste of PA, Inc.
Advanced Disposal Services Somerset, Inc.
Advanced Disposal Services South Carolina, LLC
Advanced Disposal Services Star Ridge Landfill, Inc.
Advanced Disposal Services Stateline, LLC
Advanced Disposal Services Sumner Landfill, Inc.
Advanced Disposal Services Taylor County Landfill, LLC
Advanced Disposal Services Tennessee Holdings, Inc.
Advanced Disposal Services Tennessee, LLC
Advanced Disposal Services Valley Meadows Landfill, LLC
Advanced Disposal Services Valley View Landfill, Inc.
Advanced Disposal Services Vasko Rubbish Removal, Inc.
Advanced Disposal Services Vasko Solid Waste, Inc.
Advanced Disposal Services Wayne County Landfill, Inc.
Advanced Disposal Services Zion Landfill, Inc.
Arrow Disposal Service, LLC
Baton Rouge Renewable Energy, LLC
Burlington Transfer Station, Inc.
Cartersville Transfer Station, LLC
Caruthers Mill C&D Landfill, LLC
Champion Transfer Station, Inc.
Coastal Recyclers Landfill, LLC
Diller Transfer Station, Inc.
Community Refuse Service, Inc.
Community Refuse Service, LLC
Doraville Transfer Station, LLC
Eagle Point Landfill, LLC
Eco-Safe Systems, LLC

Firetower Landfill, LLC
Hall County Transfer Station, LLC
Harmony Landfill, LP
Highstar Galante, Inc.
Highstar Royal Oaks I, Inc.
Highstar Royal Oaks II, Inc.
Highstar Waste Acquisition Corp.
Hinkle Transfer Station, Inc.
IWStar Waste Holdings Corp.
Jones Road Landfill and Recycling, Ltd.
Land and Gas Reclamation, Inc.
Landsouth, Inc.
Middleton, LLC
Moretown Landfill, Inc.
Mostoller Landfill, Inc.
Mostoller Landfill, LLC
Nassau County Landfill, LLC
NEWS North East Holdings, Inc.
NEWS MA Holdings, Inc.
NEWS Mid-Atlantic Holdings, Inc.
NEWS PA Holdings, Inc.
NEWStar Waste Holdings Corp.
North East Waste Services, Inc.
Old Kings Road, LLC
Old Kings Road Solid Waste, LLC
Parker Sanitation II, Inc.
Pasco Lakes Inc.
PDC Disposal Co., Inc.
St. Johnsbury Transfer Station, Inc.
Site Services, LLC
Somerset Hauling, Inc.
South Hadley Landfill, LLC
South Suburban, LLC
SSI Southland Holdings, Inc.
Stone's Throw Landfill, LLC
Summit, Inc.
Superior Waste Services of New York City, Inc.
Tallassee Waste Disposal Center, Inc.
Trestle Park Carting, Inc.
Trestle Transport, Inc.
Turkey Trot Landfill, LLC
Vermont Hauling, Inc.
Waitsfield Transfer Station, Inc.
WBLF Acquisition Company, LLC
Welcome All Transfer Station, LLC
Western Maryland Waste Systems, LLC
Wolf Creek Landfill, LLC
WSI Medical Waste Systems, Inc.
WSI of New York, Inc.
WSI Sandy Run Landfill, Inc.
WSI Sandy Run Landfill, LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

LIQUOR LIABILITY FORM

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person or organization who is required under a written contract with you to be included as an Insured under this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: 31GPP4985402

Named Insured: ADS WASTE HOLDINGS INC.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 11-20-14

SCHEDULE 5

**CONTRACTOR AFFIDAVIT CERTIFYING ACCESS TO SUFFICIENT LANDFILL
CAPACITY**

[Insert certification as required in Section XVI in RFP #1427]

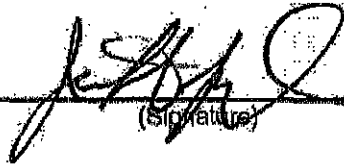
PARENTAL GUARANTEE - DISPOSAL FACILITIES

This is an agreement of guarantee by ADS WASTE HOLDINGS, INC. ("guarantor"), to the Village of Pewaukee, a municipality, of performance of certain obligations contained in the contract for provision of Solid Waste Collection and Disposal operations, with associated hauling and disposal services for the solid waste collected from the Village of Pewaukee.

In consideration of the award of said contract to Advanced Disposal Services Solid Waste Midwest LLC, the guarantor guarantees, for the life of the contract, including extensions, a disposal facility or facilities for solid waste sufficient to meet the requirements of RFP 1427 and all related contractual provisions, will be available to

Village of Pewaukee

for the purpose of performing said contract. This guarantee is binding on the guarantor's successors and assigns.


(Signature)

10 March 2015

(Date)

Note: (additional signature blocks shall be provided by all joint ventures)

SCHEDULE 6

COMPOST SITE DELIVERY PROTOCOL

1) Business Hours

Purple Cow Organics will only accept materials from municipalities with executed agreements during normal business hours:

- April 1 - November 30: Monday-Friday - 7:00a.m. – 3:00 p.m.
- December 1 – March 31: Monday, Wednesday, Friday – 8:00 a.m. – 3:00 p.m.

Hours of operation are subject to change based on weather, demand for the site, and level of participation.

2) Truck Route and Site Protocol

- a) The truck route is required and must follow Hwy 83, to Hwy 59 west, to County ZZ, then north on Grush Road to the entrance (refer to attached route map). No truck traffic allowed beyond the Genesee Aggregate entrances north on Grush Road.
- b) All trucks must weigh in at the scale located on the west side of Grush Road. This is the same scale that Genesee Aggregate uses for their operation (refer to site map in Appendix D).
- c) Drivers must report municipality and type of material: brush, yard residuals, or a blend of brush and yard residuals.
- d) Posted Speed Limits must be strictly adhered to. In the event of a violation, PCO reserves the right to discontinue service to that municipality.
- e) After weighing in, trucks will proceed to the PCO entrance on the east side of Grush Road, and tip their load in the appropriate location as posted in the drop-off area. Once material is unloaded, the truck must return to the scale to be weighed out.
- f) All loads of material should be generally clean of trash and non-vegetated debris. PCO reserves the right to reject any load it deems to be contaminated. Wisconsin Law requires that yard materials not be disposed of inside of plastic bags. Loads containing excess plastic may be rejected.
- g) The County will supply PCO with a list of all participating municipalities; the county will refuse payment on any loads delivered from a municipality that has not executed an agreement.

ANNUAL RATE ADJUSTMENT (Excel File Provided)

ANNUAL RATE ADJUSTEMENTS FOR DIESEL FUELED FLEETS

[Note: the fields that have #DIV/0! will automatically calculate based on inputs.]

Step 2: The State Tip Fee of \$12.997/ton will automatically calculate based on solid waste tonnage disposed and total households.

Step 3: Calculate the CPI adjustment. Visit the United States Department of Labor, Bureau of Labor Statistics, Midwest Office, website:
<http://www.bls.gov/ro5/cpimilw.htm>

Firm and Comp.	Semiannual average indexes		
	1 st half 2013	2 nd half 2013	1 st half 2014

[illegible]

ANNUAL RATE ADJUSTMENTS FOR COMPRESSED NATURAL GAS FLEETS

TABLE 4
Annual Rate Adjustment Calculation - CNG

[illegible]

[Note: the fields that have #DIV/0! will automatically calculate based on inputs.]

Step 1: Enter current service Year, total households, solid waste tonnage (as reported by hauler), current service fee, cost for receptacles and X factor. [Note: the cost for receptacles and X factor must remain the same each year of the contract.]

Step 2: The State Tip Fee of \$12.99/ton will automatically calculate based on solid waste tonnage disposed and total households.

Step 3: Calculate the CPI based on Step 3 above for Diesel Fueled Fleets and enter onto Table 4. [Note: the CPI Adjustment will automatically calculate in Table 2 and copy over to Table 3.]

Step 4: Once all the data is entered in Table 2 and 4, the New Service Fee will be automatically calculated in the last column of Table 4.

SCHEDULE 8

SAMPLE MONTHLY INVOICE (Excel File Provided)

Sample Monthly Invoice

Solid Waste and Recycling Collection Services

[Municipality Name here]

Invoice Date: Invoice #:

Service Period: [month/year]

Attention:

Remit Payment:

Make all checks
payable to:

If you have any questions
concerning this invoice,
contact:

Service/Item	Service Description / (Fee Units)	Cost/Unit	Units this Period	Fee Amount
Refuse Collection	Weekly Up-the-Drive / (Households)	\$5.00	3,500	\$17,500.00
Bulky Item Collection	Weekly Curbside / (Households)	\$0.00	500	\$0.00
Recycling Collection	Including Transportation to Joint MRF / (HH)	\$3.00	3,500	\$10,500.00
Refuse Disposal	Landfill Fee excluding State Tip Fee / (Tons)	\$26.95	100.34	\$2,704.18
Refuse Disposal	State Tip Fee / (Tons)	\$13.00	100.34	\$1,304.12
Yard Waste Collection	Curbside 9 times per year / (Households)	\$0.60	3,500	\$2,100.00
Yard Waste Collection	30 yd. Dumpster On-Call / (Pick-up)	\$160.00	1	\$160.00
Refuse Container Fee	64-Gallon container / (Households)	\$0.36	3,500	\$1,330.00
Recycling Container Fee	66-Gallon container / (Households)	\$0.44	3,500	\$1,540.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Subtotal	Total Items: 9			\$37,136.28

Sales Tax Rate: 5.1% ☒

Sales Tax \$0.00

Less Deposit Received \$0.00

Invoice Total \$37,136.28

Due Date

Thank you for your business!

N.03 Addenda.

ADDENDUM 1

BULKY ITEM DIVERSION PROGRAM

Bulky Item and Appliances Collection

1. Only items that are eligible for disposal in an approved WI landfill
2. All items must be manageable by one (1) person and weigh less than fifty (50) pounds
 - a. If larger than above, resident must contact Customer Service to arrange service collection
3. Freon or other appliances
 - a. \$25 each
4. Carpeting & Padding
 - a. Four roll maximum, cut, tied and kept dry (maximum roll size of 3'x4', 50# each) shall be collected at no charge
 - b. \$20/cubic yard for above and beyond
5. Building Materials
 - a. Limit of a 32 gallon container, not to exceed 50#, shall be collected
 - b. \$20/cubic yard for above and beyond
6. Other Bulk Items will be estimated at the time of collection

COLLECTION

- Standard bulk items will be collected the same day as regular services and must be placed curbside
- For larger "call-in" or charged items, Customer Service will provide Resident with collection day when taking payment information

DIVERSION

- All appliances or other items that are not eligible for WI landfill disposal will be recycled and properly disposed and processed according to Wisconsin statutes and federal regulations
- Advanced Disposal will provide data regarding items recycled and company utilized for items not eligible for recycling at the Joint MRF. These items include, but are not limited to, Freon-appliances or other bulk items.

ADDENDUM 2

EMERGENCY BACK-UP COLLECTION SERVICE PLAN

Advanced Disposal understands how important it is to the Village of Pewaukee to prepare for any type of emergency, whether natural or man-made. Advanced Disposal is also prepared for any type of emergency or unforeseen circumstances. Although difficult to plan specifically for every type of emergency, this plan shall serve as an example of Advanced Disposal's abilities to respond quickly and effectively in the event of any emergency or unforeseen event.

With over 15 years experience serving the Village of Pewaukee, Advanced Disposal has the experience and dedication to meet the Village's needs. Advanced Disposal is ready and able to prepare for, and react to an emergency event.

In any event, as with our day-to-day operations, effective communication is most important. Advanced Disposal will immediately notify the Village of any event that will hamper our ability to perform collection, processing or disposal services.

Loss of Processing Facilities or Disposal Capabilities

Solid Waste: In the event that the Emerald Park Landfill is unable to accept solid waste from the Village of Pewaukee, Advanced Disposal will transfer solid waste to the Glacier Ridge Landfill or Mallard Ridge Landfill, both owned by Advanced Disposal.

Recyclables: If the Joint MRF is not available, Advanced Disposal will transfer the recyclables to either the new County designated facility, or the next approved facility designated by the county/municipality.

Inclement Weather

Advanced Disposal holds the safety of our drivers and communities at the forefront of all weather related service issues. In the event of inclement weather, the District and General Managers will evaluate conditions. If Advanced Disposal determines that it is unsafe to provide services, we will directly notify the Village-designated contact to review the decision. Advanced Disposal will utilize television, radio and information technology to notify Pewaukee residents of their next collection day.

Unexpected Circumstance

Advanced Disposal has developed a local plan that includes specific procedures for catastrophic events. In a catastrophic event, Advanced Disposal would resume service with the assistance of employees based in unaffected areas throughout the District. We would prioritize the collection of refuse from all essential public service facilities.

Equipment Failure

In the event of equipment failure or loss, Advanced Disposal maintains spare service, delivery and collection vehicles at each Advanced Disposal District in the region. We will be able to accommodate the Village's "up-the-drive" system.

Advanced Disposal has over 200 trucks located within a 60-minute radius of Pewaukee. Each District has a spare ratio that can assist operations that serve Pewaukee. Advanced Disposal also has a significant inventory of roll-off boxes for large quantity bulk hauling. This equipment would be available for use in an emergency situation.

In order to best prepare for unforeseen events and provide tools for the Village to be able to quickly respond to emergencies or unplanned events, Advanced Disposal suggests reviewing all options for the Village and Advanced Disposal in the event of an emergency. Possible considerations could include suspension of up-the-drive service, Sunday pick up, extended hours of service, etc.

NATURAL/MAN-MADE DISASTER SERVICES

- Contractor shall provide 20yd/30yd containers for either refuse or recycling at the Village Yard or other areas in the Village based on mutual agreement for usage
 - Pricing Emergency Services
 - 20/30yd containers, Haul Rate of \$135 per container, plus disposal
- Extra personnel could be provided for collection above and beyond in an Emergency for additional road side collections (downed trees, floods, etc.)
 - One-man crew \$125/hour, plus disposal
 - Two-man crew \$155/hour, plus disposal
- In the event the Village would need to haul material directly to the Emerald Park Landfill at the contracted disposal rate charged to the Village.

Nature of Emergency Services.

Within 24 hours of receipt of electronic notification by the Municipality, followed as soon as practicable by written notice, Contractor shall propose a plan, in writing, to provide emergency services beyond the scope of the Contracted services at the times and the extent agreed by the Municipality, including providing drivers, vehicles, and other equipment and personnel to

cleanup solid waste and other debris resulting from natural disasters such as earthquakes, storms, tornadoes, floods, riots, and civil disturbances, for which Contractor shall be reimbursed by the Municipality. Contractor shall use reasonable business efforts to commence implementing the approved plan as soon as possible, but no later than 72 hours following the oral notice (or longer time as allowed by Municipality).

Contractor shall cooperate with Municipality, the State, and Federal officials in filing information related to a regional, state, or federal declared state of emergency or disaster as to which Contractor has provided services under this section.

ADDENDUM 3

REFUSE, RECYCLING AND YARD WASTE COLLECTION SERVICE SPECIFICATIONS

- 1) Contractor shall provide automated collections of both refuse and recyclables from each household unit in the Village
- 2) Both refuse and recyclables shall be collected at the same day
 - a. Weekly refuse collection
 - b. Bi-weekly recycling collection
- 3) Contractor shall provide on a monthly lease basis, the following:
 - a. 64gal container for refuse
 - b. 95gal container for recycling
- 4) Contractor shall provide containers and collection services at Municipal Buildings at the service levels indicated in Form 1A at no additional charge to the Village of Pewaukee
 - a. Any changes must be agreed to in writing with appropriate rate changes
- 5) For Residential Units with alley-services, Advanced Disposal reserves the right to modify collection and providing one (1) thirty-two gallon container for recycling collection and the Household Unit would be responsible for any containers for trash collection
 - a. Services for both trash and recycling would be performed on a weekly basis
 - b. These addresses would be provided to Village for review
 - c. Advanced Disposal responsible for all educational and informational notices for affected Household Units with no additional cost to the Village

ADDENDUM 4

CUSTOMER COMPLAINT AND BILLING DISPUTE RESOLUTION

- Contractor shall track all calls received from Residents and log into system
 - All calls are tracked by date and time of call when opened
 - All calls must be resolved and closed in system to ensure completion
- Contractor shall provide to Village monthly log of service calls received and resolution
- For missed pickups, service will be completed either on same day or within 24 hours
- All Contractor Customer Service Representative are trained and receive "secret shopper" calls to ensure professionalism and quality control

ADDENDUM 5

UNPERMITTED WASTE SCREENING PROTOCOL

- Contractor provides collection and safety training for all drivers and supervisors to identify unpermitted waste in the collection activities
 - For automated customers, this is done via cameras that view the collection materials as they are dumped into the automated collection vehicles charge box
- Any unpermitted waste will be tagged for non-compliance with the steps needed to ensure proper collection
 - This includes tagging of recyclables that are overly contaminated with non-recyclable material
- All collections will be done by separate trucks based on the materials collected

ADDENDUM 6

CONTRACTOR TRANSITION AND CUSTOMER EDUCATION PLAN

- 1) Advanced Disposal Transition Plan
 - a) No later than April 24, 2015, all containers delivered to household residents
- 3) Customer Education Plan
 - a) Residents will receive receptacles along with education materials provided by Contractor and Waukesha County
 - b) Residents will receive notice for non-compliance ("tagging") for items outside scope of collection, unpermitted waste or other issues

ADDENDUM 7

ROUTE MAPS, SHEETS, AND CHANGE REQUESTS

Routing

i. Route maps and sheets

a. Prior to Contract Service Commencement Date

- No later than 30 days prior to a Contract service commencement date, Contractor shall provide Municipality with route maps (hard copy) and sheets for each collection route.

b. Route changes

- Contractor shall submit to Municipality, in writing, any proposed change in collection route maps not less than 30 days prior to Contractor's proposed date of the change.
- Upon Municipal comments and mutual agreement Contractor shall implement changes following 2 weeks' notice, sent by Contractor, to affected customers so that no customer is left without collection for more than 6 days.

c. Route Audits

Municipality may conduct audits of Contractor's collection routes. Contractor shall cooperate with Municipality on route audits, including permitting Municipality employees or other persons designated by Municipality to follow the collection vehicles during the audit. Contractor will have no responsibility or liability for the salary, wages, benefits, or worker's compensation claims of any person designated by Municipality to conduct audits.

d. Commingling with Other Municipalities Refuse and/or Recyclables

If Contractor commingles refuse or recyclables (from the service area) with refuse or recyclables (from other jurisdictions) on any collection route, Contractor shall provide Municipality with a protocol satisfactory to Municipality to accurately account for tonnage (or volume) attributable to the Municipality's jurisdiction and provide accurate reporting to the County as the RU.

ADDENDUM 8

REFUSE AND RECYCLING RECEPTACLES INVENTORY

- Village shall provide Contractor an address listing of all eligible Household for delivery of recycling containers
- Advanced Disposal will provide to Village the total number of households and a quantity of each container size delivered.
 - All containers will be recorded via RFID technology
 - Upon completion of container delivery, Advanced Disposal shall provide an electronic data base of carts with corresponding household address
- Repair or Replacement
 - Repair or replacement of damaged Receptacle(s). Following a customer's request for repair of a damaged receptacle, Contractor shall repair the damaged receptacle or exchange it for an operative receptacle, remove and/or deliver a replacement receptacle, or repair a damaged receptacle, to that customer's set-out site on that customer's next regularly scheduled collection day without charge unless there is proven customer negligence.
- New Households
 - The Contractor shall deliver new refuse and recycling receptacle(s) for new households during the term of the contract and extensions with new households added to the unit counts for charges
- Contractor Removal of Refuse Receptacles
 - If Contractor provides refuse collection with receptacles, and if the Municipality does not exercise its option to acquire any or all refuse receptacles, then upon expiration or termination of this collection contract, Contractor shall remove refuse receptacles at the following times: after replacement receptacles are provided to the customer's premises, or at the time directed by Municipality

ADDENDUM 9

MONTHLY, QUARTERLY AND ANNUAL REPORTS (SAMPLES)

- 1) Requirements stated in Section VII. Scope of Services in RFP #1427.
- 2) Monthly Reports Required:
 - A) recycling, solid waste, bulky items, and yard waste (as applicable) tonnage
 - B) Additional monthly reports, upon request.
 - C) Any extraordinary occurrences affecting the Contractor's performance, including occurrences affecting the Contract Disposal Facility Guaranty;
 - D) Permit compliance status;
 - E) Documentation regarding Unpermitted Waste, if any, rejected, gathered, produced and/or retained at the Contract Disposal Facility
 - F) Discussion of Disposal or operational problems and resolution thereof or planned, and
 - G) Additional information related to Disposal and Performance Obligations requested by [LUG].
- 3) Quarterly Reports, upon request.
 - A) Identification and description of any Subcontractor subject to LUG approval;
 - B) Operational Report: a discussion of Contract Service or operational problems, list of Customer complaints and resolution thereof; and
 - C) Any other pertinent information directed by the [LUG].
- 4) Mandatory Annual Reports.
 - A) A collated summary of the information contained in any Monthly and Quarterly Reports, including reconciliation of any adjustments from prior Quarterly Reports, and the following information and statements:
 - B) Total tonnage for recycling, solid waste, bulky item and yard waste (as applicable).
 - C) Updated Collection route maps as required
 - D) Complete inventory of receptacles including total households and quantity of each size receptacle.
 - E) A declaration describing the current status of any criminal or civil litigation pending against: (i) either Contractor or "Contract Managers" with respect to Criminal Activities, and (ii) against Contractor with respect to Solid Waste handling, collection, recycling or disposal.
 - F) The name of all Subcontractors, the amount of Goods or Services that each Subcontractor provides to Contractor, and a description of Contractor's relationships to each Subcontractor (including ownership interests).
 - G) ~~An update on remaining estimated capacity of the Contract Disposal Facility.~~
 - H) A review of any Change in Law that would increase or decrease operational costs of the Contract Disposal Facility i.e. state landfill environmental fees.

ADDENDUM 10

COUNTY PROTOCOL FOR DELIVERY OF RECYCLABLES TO THE JOINT MRF
(to be provided by the County)

[wi.gov](mailto:clerk@townoconomowoc.com)); clerk@townoconomowoc.com); Owen Salzman (osalzman@townoconomowoc.com); Cindy Schlieve (cindy@oconlake.com); LaBorde, Tammy; Jeff Weigel P E (weigel@pewaukee.wi.us); Nancy Zastrow (nzastrow@villageofpewaukee.com); David White PE (dwhite@villageofpewaukee.com); Henry Elling (ellingh@summittown.org); Gail E Tamez (walesclerk@bizwi.rr.com); Dustin Nolan (dnolan@ci.waukesha.wi.us); Town of Waukesha (clerk-treasurer@townofwaukesha.us); Jeanne O'Brien (clerk@townofwaukesha.us)

Cc: Lindquist, Perry; Mattano, Rebecca

Subject: Joint MRF Operations & County Recyclable Delivery Protocol

Good Afternoon,

We are pleased to report that the Joint MRF will begin receiving materials on Monday March 16, 2015. The County has provided formal notice and a draft County Delivery Protocol to all haulers. Through the Intergovernmental Agreements (Schedule 2) and municipal hauling contracts (Addendum 10) each municipality will receive the *County Delivery Protocol for Delivery of Recyclables to the Joint MRF* approximately 4-8 weeks after operations begin to allow time for adjustments and limit the need for future contract amendments.

Thank you all for your patience, cooperation and partnership. This is a very exciting time for our County recycling program.

Regards,

Rebecca

Rebecca Mattano
Solid Waste Supervisor
Land Resources Division
Waukesha County Department of Parks & Land Use
515 W. Moreland Blvd. AC 260
Waukesha, WI 53188
Phone: 262-896-8014
Fax: 262-896-8298
Website: www.waukeshacounty.gov/recycling
Sign up for our [E-Newsletter](#)

Please consider the environment before printing this email!



Like us on Facebook or follow us on Twitter!



Scott A. Gosse

From: Mattano, Rebecca [RMattano@waukeshacounty.gov]
Sent: Friday, March 27, 2015 3:32 PM
To: Scott Gosse (sgosse@villageofpewaukee.com)
Subject: FW: Joint MRF Operations & County Recyclable Delivery Protocol

Hi Scott,

Below is the email sent out a few weeks back regarding the delivery protocol. I sincerely apologize that this was not sent to you but went to the designated recycling contacts. I will automatically include you for future contractual item correspondence.

Hope you have a wonderful weekend.

Regards,

Rebecca

Rebecca Mattano
Solid Waste Supervisor
Land Resources Division
Waukesha County Department of Parks & Land Use
515 W. Moreland Blvd. AC 260
Waukesha, WI 53188
Phone: 262-896-8014
Fax: 262-896-8298
Website: www.waukeshacounty.gov/recycling
Sign up for our [E-Newsletter](#)

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From: Mattano, Rebecca
Sent: Monday, March 09, 2015 4:49 PM
To: Eric Pedersen (publicworks@villageofbigbend.com); Terry Starns (starns@ci.brookfield.wi.us); michaels@ci.brookfield.wi.us; Town of Brookfield (clerk@townofbrookfield.com); Jeff Kante (jkante@chenequa.org); Susan Johnson (sjohnson@ci.delafield.wi.us); Tom Hafner (thafner@ci.delafield.wi.us); Paul Zellner (pzellner@ci.delafield.wi.us); Mary Elsner (mary.elsner@townofdelafield.org); Diann Wick (diann.wick@townofdelafield.org); Village of Dousman (dousman@wi.rr.com); Alyson Bonus (darlene@eagle-wi.gov); Richard Paul Jr (rpauljr@elmgroviewi.org); Michael Einweck (mikee@villageofhartland.com); Michael Gerszewski (mikeg@villageofhartland.com); Lori Boyer (LJBVLLB@yahoo.com); 'mjanecke@townoflisbonwi.com'; Kelly Shields (kshields@townoflisbonwi.com); Susan Oman (clerk@townofmerton.com); Tom Nelson (nelson@villageofmerton.com); Cynthia M Pfeifer (nashotahv@sbcglobal.net); Tom Grisa (grisa@ci.brookfield.wi.us); Sue Hanley (shanley@newberlin.org); 'Dziekhan, Steve'; Kathy Buss (kbuss@oconomowoc-wi.gov); Mark Frye (mfrye@oconomowoc-wi.gov)



To: Jeff Knutson, President
Trustees of the Village Board

From: Matt Heiser
Village Administrator

Date: November 13, 2024

Re: November 18, 2025 Meeting Agenda Item 8(b)
Review, discussion and possible action to approve the contract extension with Associated Appraisal for assessing services through December 31, 2030.

BACKGROUND

The Village has contracted with Associated Appraisal since 2020. The contract with them expires at the end of 2025.

ACTION REQUESTED

The action requested of the Village Board is to approve the proposed contract extension with Associated Appraisal to 2030.

ANALYSIS

Associated Appraisal brought this to staff attention approximately one week ago. The assessor runs the open book and Board of Review process for the Village. This is the annual cycle defined in state statutes for owners to challenge the assessed value of their property. The terms of this contract are important to the Village because it requires Associated Appraisal to keep assessment levels in statutory compliance with market conditions. The Village Attorney has reviewed the extension. Staff has been satisfied with the quality of service provided by Associated Appraisal.

Attachments:

1. Proposed contract extension with Associated Appraisal.

**CONTRACT FOR
ANNUAL FULL VALUE
ASSESSMENT SERVICES**

Prepared for the
Village of Pewaukee
Waukesha County

By



**Corporate Office
W6237 Neubert Rd. | P.O. Box 291
Greenville, WI 54942-0291
Phone (920) 749-1995/Fax (920) 731-4158**

CONTRACT FOR ANNUAL FULL VALUE ASSESSMENT SERVICES

This Contract is by and between the **Village of Pewaukee, Waukesha County, State of Wisconsin**, a municipal corporation (hereafter referred to as "Municipality") and **Associated Appraisal Consultants, Inc.**, with its principal office at W6237 Neubert Road, Appleton, WI 54913 (hereafter referred to as "Assessor").

IN CONSIDERATION of the mutual promises contained herein, the parties hereto do agree as follows:

I. SCOPE OF SERVICES. All services rendered shall be completed in full accordance and compliance with Wisconsin Statutes, the *Wisconsin Property Assessment Manual* (WPAM) and all rules and regulations officially adopted and promulgated by the Wisconsin Department of Revenue as of the date of this Contract. Any new laws or administrative rule changes during the term of this Contract which alter the scope of services will need to be negotiated between both parties.

A. COMPLIANCE. Assessor shall keep the Municipality's assessed values in compliance with the requirements as prescribed under Wis. Stat. §70.05(5) for the duration of this contract term. The annual level of assessment for all major classes shall be kept within 10% of the Municipality's prior year published equalized values.

B. INSPECTIONS. The following inspection cycle is to be completed by the Assessor annually:

Definition of Necessity: For purposes of this section, "necessity" means that an inspection is required to ensure accurate property characteristics, valuation, and classification based on professional appraisal standards contained in the WPAM and statutory requirements.

- 1) New construction, annexed properties, and properties with a change in exemption status shall be physically inspected when necessary to verify property characteristics and update records.
- 2) Properties affected by building removal, fire, significant remodeling (requiring a building permit), or other major condition changes shall be physically inspected when necessary to confirm changes that materially affect value or classification.
- 3) Improved properties under construction during the term of this Contract shall be re-inspected when necessary to update measurements and condition data until construction is complete.
- 4) All properties sold in the previous year, or affected by legal description changes or zoning changes shall be reviewed and inspected when necessary to confirm property characteristics, land use, or classification changes.
- 5) Requests for review by property owners, made after the close of the Board of Review and prior to signing the Assessor's affidavit for the next assessment roll, shall be physically inspected when necessary to resolve discrepancies or verify reported changes.
- 6) A classification review shall be conducted annually to determine eligibility for agricultural use value assessment and the assessment of agricultural forest land and undeveloped land.

B. PARCEL IDENTIFICATION. The legal description and size of each land parcel shall be contained in the existing property records. The drawings and measurements of each primary improvement shall be contained in the existing property records. For all new records, the Assessor at a minimum shall

provide a digital drawing and digital photograph of each primary improvement. In the event of a discrepancy found, the Assessor shall investigate and correct the property record.

C. **PREPARATION OF RECORDS.** Appropriate records shall be used in the evaluation and collection of data for residential improvements, commercial improvements, and agricultural improvements. All information relating to the improvements shall be obtained and provided on the respective forms and or electronic records. The Assessor shall supply to the Municipality a complete set of property records in a computer readable format compatible with the Municipality's computer system and update property records within fourteen (14) days of final adjournment of the Board of Review. Records shall be updated prior to Open Book and again to reflect any changes made at Board of Review.

D. **APPROACH TO VALUE.** Assessor shall assess all taxable real estate according to market value, as established by professionally acceptable appraisal practices, except where otherwise provided by law. Assessor shall consider the sales comparison approach, the cost approach, and the income approach in the valuation of all applicable property.

E. **ASSESSMENT NOTICES.** A notice of changed assessment as prescribed under §70.365, Wis. Stats., shall be mailed for each applicable taxable parcel or property whose assessed value has changed from the previous year. The notice form used shall be that prescribed and or approved for use by the Wisconsin Department of Revenue and include the time and place of when the open book conference(s) and board of review meeting(s) will be held. Assessor shall be responsible for the preparation and timely mailing of all assessment notices by First Class Mail.

F. **OPEN BOOK.** Upon completion of the Assessor's review of assessments and prior to completion of the assessment roll, the Assessor shall hold open book conferences for the purpose of enabling property owners or their agents to review and compare the assessed values. The Assessor shall take the phone calls to schedule appointments for the open book conference as needed. The Assessor shall be present at the open book conference for a time sufficient to meet with the property owners or their agents and shall be present at least two (2) hours. Assessor shall provide necessary staff to accommodate projected attendance.

G. **COMPLETION OF ASSESSMENT ROLL AND REPORTS.** The Assessor shall be responsible for the proper completion of the assessment roll in accordance with current statutes and the *Wisconsin Property Assessment Manual*. The Assessor shall provide final assessment figures for each property to the Municipality, and the roll shall be totaled to exact balance. Assessor shall arrange and provide the Real Estate Assessment Roll for viewing by the public as prescribed in the *Wisconsin Property Assessment Manual*, as amended each year, and adhere to any county or Municipality requirements of the Assessor for property listing as prescribed under §70.09, Wis. Stats. Assessor shall prepare and submit all reports required of the Assessor by the Wisconsin Department of Revenue. Assessor shall prepare and submit the Agricultural Land Conversion Charge form to the County as required.

H. **BOARD OF REVIEW.** Assessor shall attend all required hearings of the Municipal Board of Review to explain and defend the assessed value and be prepared to testify under oath regarding the values determined. In the event of appeal to the Wisconsin Department of Revenue or Circuit Court, Assessor shall be available upon request of Municipality to furnish testimony in defense of the assessed values for up to eight (8) employee hours per parcel. Testimony in excess of eight (8) employee hours will require an addendum to this Contract. If deemed necessary and mutually agreed upon by both parties, any outside counsel services requested by the Assessor shall be provided and paid for by the Municipality as agreed upon by both parties.

I. **OPEN RECORDS REQUESTS.** The Assessor shall timely respond to all open records requests received by the Assessor. In so doing, the Assessor shall comply with the confidentiality provisions of the Wisconsin Statutes, including §70.35(3), Wis. Stats., regarding the personal property return, §70.47(7)(af),

Wis. Stats., regarding income and expense information provided to the assessor and board of review; and §77.265, Wis. Stats., regarding the real estate transfer return.

J. **AVAILABILITY.** The Assessor shall maintain telephone service to receive calls from the Municipality or property owners five days a week, Monday through Friday, from 8:00 a.m. to 4:30 p.m. excluding holidays and Assessor's holiday and business closures. Internet and voicemail communication are available twenty-four hours per day. The Assessor shall timely respond to all telephone inquiries within four (4) business days or sooner. The Assessor shall respond to the municipal clerk on those issues that have been raised to the clerk or board and subsequently passed on to the Assessor. Assessor shall be available to attend meetings at the request of the Municipality for up to two (2) hours annually not including annual assessment required meetings. Any additional meetings the Assessor shall be asked to attend beyond two (2) hours shall be compensated at the customary rates charged by the Assessor. The Municipality and the Assessor shall discuss the cost prior to attendance.

K. **MUNICIPALITY RECORDS.** The Municipality shall allow access and make available to the Assessor municipal records in digital and or paper form such as, but not limited to, previous assessment rolls and property assessment records, sewer, and water layouts, permits, building plans, site plans, tax records, records of special assessments, plats, condominium documents, maps, and any other pertinent documents currently in the possession of the Municipality at no cost. If such records necessary for our work are not in the possession of the Municipality, Assessor shall obtain them from the County Surveyor, Register of Deeds, or other sources at the Municipality's expense.

L. **MAPS.** Municipality shall provide at no cost to Assessor any plat maps, zoning maps, cadastral maps, GIS related maps, or any other maps currently in the possession of the Municipality. If such maps necessary for Assessor's work are not in the possession of the Municipality, Assessor shall obtain them from the County surveyor, Register of Deeds, or other sources at the Municipality's expense.

M. **MAILING SERVICES.** Assessor shall be responsible for the cost of all postage and mailing services. This cost includes, but is not limited to, notices of changed assessment, written requests to view property, questionnaires, and mailing of documents such as maps and assessment rolls. If Municipality requires Assessor to send any letters by certified mail, Municipality shall be responsible for the postage and mailing services costs of all certified mail.

II. GENERAL REQUIREMENTS

A. **OATH OF OFFICE.** As Assessor is a corporation, the person designated as responsible for the assessment shall take and subscribe to an oath or affirmation supporting the Constitution of the United States and to the State of Wisconsin and to faithfully perform the duties of Assessor. The oath shall conform to §19.01, Wis. Stats., and be filed with the Municipal Clerk. Assessor shall assume the appointed office of Village Assessor as per §61.19, §61.197, and §70.05(1), Wis. Stats., for the duration of this Contract and shall perform all statutory duties appertaining to such office. Under Wisconsin law, the statutory Assessor for the Municipality, whether elected, appointed, contracted or on-staff, is considered to be a public officer of the Municipality.

C. **QUALIFICATIONS AND CONDUCT OF PERSONNEL.** The Assessor shall provide at its own expense any personnel necessary and shall comply with the following:

- 1) All personnel providing services shall be currently certified in compliance with §70.05, §70.055, and §73.09, Wis. Stats., and the administrative rules prescribed by the Wisconsin Department of Revenue.
- 2) Assessor's field representatives shall carry photo identification cards.

- 3) All employees, agents, or representatives of the Assessor shall conduct themselves in a safe, sober, and courteous manner while performing services within the Municipality.
- 4) The Assessor shall review any complaint relative to the conduct of the Assessor's employees and take appropriate corrective action. If the Municipality deems the performance of any of Assessor's employees unsatisfactory, the Assessor shall, for good cause, remove such employees from work upon written request by Municipality, such request stating reasons for removal.

D. INSURANCE. The Assessor agrees as follows:

- 1) The Assessor shall obtain and maintain during the term of this Contract full coverage insurance to protect and hold harmless the Municipality which insurance is to include:
 - (a) Workers Compensation State of Wisconsin requirements
 - (b) General Liability

General Aggregate	\$ 2,000,000
Products/Completed Operations	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Personal & Advertising	\$ 1,000,000
Fire Damage	\$ 100,000
Medical Expense	\$ 10,000
 - (c) Comprehensive Auto Liability

Combined Single Limit	\$ 1,000,000
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- 2) Liability for bodily injury, disability, and/or death of employees or any person or for damage to property caused in any way, directly or indirectly, by the operations of the Assessor within the Municipality shall be assumed by that Assessor.
- 3) Assessor agrees to carry proper and sufficient insurance to cover the loss of Municipality's records withdrawn from the Municipality by the Assessor for its use or by any subcontractors of Assessor, as well as Assessor's records in process under this Contract that are in the possession of the Assessor.
- 4) Assessor shall provide the Municipality with certificates for all required insurance, with the Municipality as a named insured. All insurance coverage shall contain a 10-day advance notice of cancellation to the Municipality. The Assessor shall pay all insurance premiums in a timely manner.

E. INDEMNIFICATION. The Assessor shall be considered a public officer and afforded the protection from civil liability under §895.46, Wis. Stats., for performing duties while acting within the scope of the Assessor's employment as an officer of the Municipality. Municipality shall indemnify, hold harmless, and defend Assessor from all claims and liabilities relating to the assessment or taxation of property, including but not limited to claims made under §74.35, and §74.37, Wis. Stats., and any circuit court claims, except claims and liabilities based on intentional or negligent acts or omissions of Assessor, or its employees, agents, or representatives, unless otherwise specified in this Contract. Assessor shall indemnify, hold harmless, and defend the Municipality against claims and liabilities based on intentional or negligent acts or omissions of Assessor, or its employees, agents, or representatives, including, but not limited to, liability under Wis. Stat. § 70.503 and any penalties imposed by law.

F. **OWNERSHIP OF RECORD.** All records prepared or maintained in connection with assessments in the Municipality shall at all times be and remain the sole property of the Municipality. If the record system is computerized, the software used by the Assessor shall be made available to the Municipality in the format native to the customized or uncommon software and shall be able to create an exportable text file of all required data. If the Municipality requires a conversion or transfer of the electronic assessment records to a non-proprietary neutral file format, such as but not limited to a text file format, XML or a tab delimited format, the Municipality shall be responsible for all costs associated with the conversion and or transfer of the electronically stored data.

III. TERM AND TERMINATION

A. **TERM.** The term of this Contract is for the **2026, 2027, 2028, 2029 and 2030** assessment year(s). The assessor shall have completed all work under this Contract on or before July 31 of each assessment year, excluding appearances beyond the Board of Review. The date of completion may be extended, if necessary, under the terms of this Contract and by mutual consent.

B. **TERMINATION.** Either party may terminate this Contract only with cause, cause being defined as default of the other party of terms of this Contract upon sixty (60) days written notice to the other party. Upon termination by either party, Assessor shall deliver to the Municipality all records and materials in Assessor's possession used or created during this Contract. During the 60-day wind down period, both Assessor and the Municipality shall act in good faith with each other and cooperate in the orderly transfer of records. If termination occurs during the course of ongoing assessment work, the Assessor shall be paid for undisputed services completed as of the date of written notice taking into consideration all scope of work to be performed during the assessment year of termination.

C. **DISPUTE RESOLUTION.** The parties agree to use good faith, reasonable efforts to meet, discuss, and try to resolve any disputes arising out of, or relating to, this Contract for a period of sixty (60) days. Municipality agrees to provide Assessor with written notice within thirty (30) days of becoming aware of a contract dispute. Assessor will convene within thirty (30) days of a written dispute notice, unless otherwise agreed. All dispute related meetings, correspondence and discussions between Assessor and Municipality will be deemed confidential settlement discussions not subject to disclosure unless otherwise required by law, including public records law. If Assessor fails to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either party may assert their respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent Municipality or Assessor from seeking necessary injunctive relief during the dispute resolution.

D. **NOTICES.** Except as otherwise expressly specified herein, all notices that are required to be given under this Contract will be in writing and will be sent to the address of the appropriate party as set out in this Contract or such alternative address the recipient may designate by notice given in accordance with the provisions of this clause. Any such written notice may be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested.

E. **AUTOMATIC RENEWAL.** This Contract shall automatically renew for successive annual assessment years upon the expiration of the original term unless either party, on or before July 1 of the preceding year, notifies the other party of their desire to non-renew.

F. **ENTIRE CONTRACT.** This Contract contains the complete and entire Contract between the parties and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory, and may not be altered or amended except in writing, executed, making specific references to this Contract, by a duly authorized officer of the Assessor and by a duly authorized official of the Municipality.

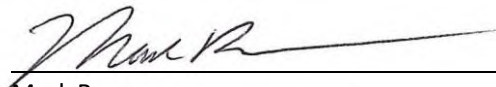
IV. COMPENSATION

- A. **ANNUAL AMOUNTS.** The Municipality shall pay Assessor the following annual Contract amounts for maintenance assessment services:

Assessment Year	Annual Amounts
2026	\$45,000
2027	\$46,000
2028	\$47,000
2029	\$48,000
2030	\$49,000

- B. **METHOD AND TERMS OF PAYMENT.** The compensation due to Assessor shall be paid in monthly or quarterly installments, or a one-time annual payment for each of the assessment year(s) as outlined under the term of this Contract. Municipality can request their preferred frequency of invoicing upon Contract acceptance; otherwise, a monthly installment schedule will be used. Invoices will be provided by Assessor on or before the first day of each month and shall be paid by Municipality no later than thirty (30) days from the date of invoice. In the event payment is not made within thirty (30) days from the date of invoice, Municipality shall pay a late fee of seventy-five dollars (\$75.00) and a processing fee of seventy-five dollars (\$75.00) for each month the invoice is not paid.
- C. **RENEWAL ADJUSTMENTS.** An increase of five percent (5%) shall be applied on an annual basis for each year of automatic renewal after the 2030 assessment year.
- D. **OPTIONAL WEBSITE POSTING.** The Municipality shall have the option to post assessment data on Assessor's public website for no additional cost.
*** Please initial yes or no to post data. ***
Yes ____ No ____
- E. Additional compensation that may be due to the Assessor as a result of services provided that are beyond the scope of this Contract will be invoiced in the month subsequent to the month in which the services were provided.

V. SIGNATURES



Mark Brown
President
Associated Appraisal Consultants, Inc.

11/11/2025

Date

Authorized Signature
Village of Pewaukee

Date



To: Jeff Knutson, President
Trustees of the Village Board

From: Matt Heiser
Village Administrator

Date: November 14, 2025

Re: November 18, 2025 Meeting Agenda Item 8(c)
Review, discussion and possible action on a finding per Section 40.265(15) on the impact of a proposed multifamily Conditional Use Grant at 203 E. Wisconsin..

BACKGROUND

Aspen Homes is proposing the construction of a duplex at 203 E. Wisconsin Street.

A duplex is considered by municipal code to be a multi-family residential structure. Aspen Homes applied for a Conditional Use Grant from the Village which was on the agenda of the November 13, 2025 Plan Commission.

ACTION REQUESTED

The action requested of the Village Board is to render a finding that the proposed Conditional Use Grant either is or is not detrimental to the surrounding area and either does or does not generate adverse impacts upon the public health, safety and welfare.

ANALYSIS

Village code section Section 40.265(15) – States a Conditional Uses for “Multi-family residential development subject to approval by the village board finding that the proposed development will not be detrimental to the surrounding area and/or generate adverse impacts upon the public health, safety and welfare.”

Thus the Village Board must consider the proposal and render a finding that the proposal fits with the surrounding area.

The Plan Commission approved the Conditional Use Grant at its November 13, 2025 meeting. Details of this development can be found in the attached staff report from that meeting.

Attachments:

1. Staff Report from the November 13, 2025 Plan Commission packet.
2. Approved Conditional Use Grant from November 13, 2025 Plan Commission Meeting

TO: Village of Pewaukee Plan Commission
CC: Matt Heiser – Village Administrator, Jenna Peter - Clerk
FROM: Mark Lyons, Planning Consultant
RPT DATE: October 31, 2025
MTG DATE: November 13, 2025
RE: Conditional Use Grant for a duplex

BACKGROUND:

1. Petitioner: Aspen Homes, Inc
2. Property Owner: Joanne & Dwight Zoellner
3. Location/Address: 203 E. Wisconsin Avenue
4. Tax Key Numbers: PWV 0899982
5. Area: ~0.316 AC total
6. Existing Zoning: B-2 Downtown Business District
7. Proposed Zoning: N/A
8. Future Land Use: Single Family Residential

OVERVIEW:

The Petitioners are requesting approval to demolish the existing barn structure and construct a new side by side duplex on the above reference parcel. The subject site was previously approved in 2022 for the construction of a side by side duplex but the project was never constructed. The applicant is now proposing an alternative duplex layout and design, resulting in the request for a new Conditional Use Grant.

SUBMITTAL:

The enclosed submittal includes the Conditional Use Grant application, GIS map and supplemental information for the project.

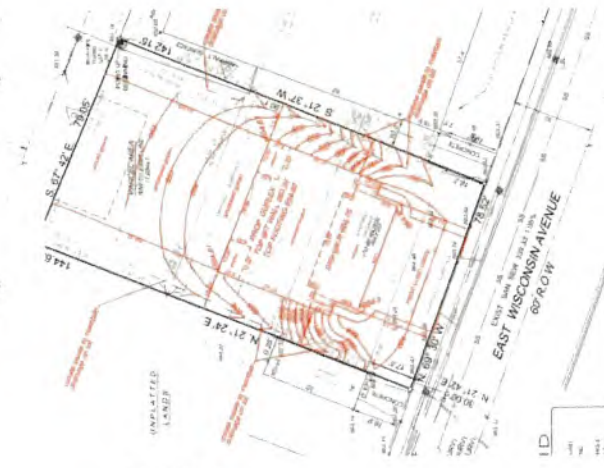
PLANNER COMMENTS:

Section 40.265(15) – States a Conditional Uses for “Multi-family residential development subject to approval by the village board finding that the proposed development will not be detrimental to the surrounding area and/or generate adverse impacts upon the public health, safety and welfare.” Therefore, the proposed duplex will not only require approval of the CUG by the Planning Commission but also approval by the Village Board subject to the findings noted above. This is consistent with the process the subject property completed in 2022.

In reviewing the new application it make sense to review the proposal against the prior approval to see what has changed since 2022. The following are examples of the proposed changes for the duplex.

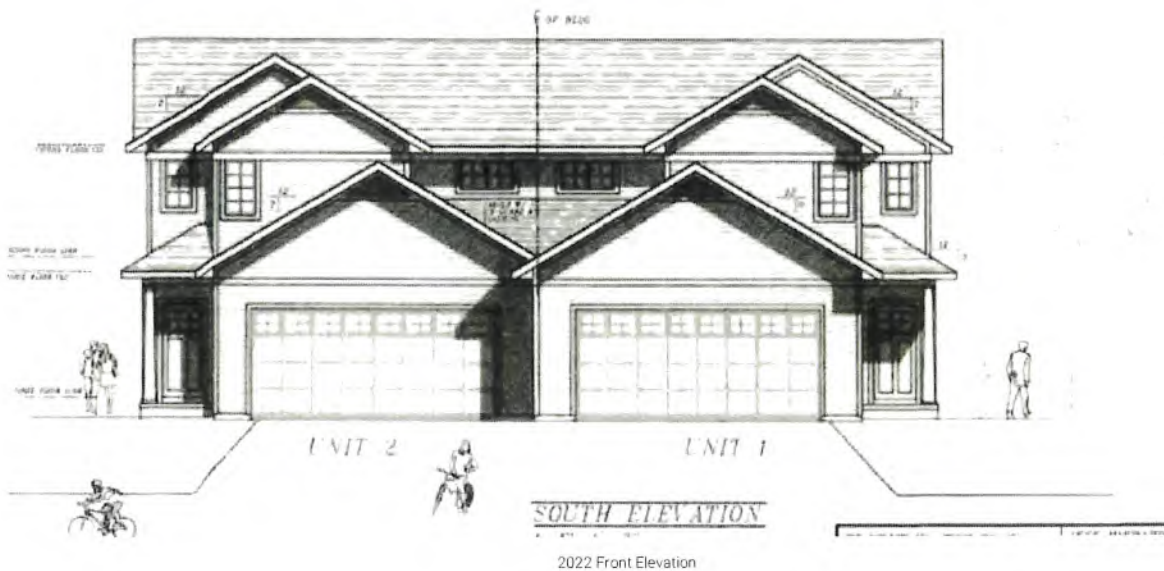


2022 Site Plan



2025 Site Plan

The 2025 Site Plan includes slight increases in front yard setback and side yard offsets from the 2022 Site Plan.



2022 Front Elevation



2025 Front Elevation

The originally approved design in 2022 was for a standard side by side mirrored design. The applicant is proposing to alter that original design to a more modern design as indicated above. The new design may better complement in mixed development style of the surrounding area.

One of the primary concerns and considerations during the 2022 approval process was access to the site. During that approval process, it was determined that the project must be accessed via E. Wisconsin Avenue due to no documentation being able to be established for allowing access from the rear. The proposed 2025 development is consistent with that decision and maintains the proposed common access point from E. Wisconsin Avenue.

Section 40.436 outlines the required residential design requirements for the Village. The proposed development appears to satisfy these requirements and full building elevations are included for Plan Commission review and consideration.

STAFF RECOMMENDATION:

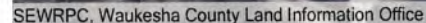
Depending on confirmation by the Village of Pewaukee Plan Commission of the above-described comments, the Village of Pewaukee Plan Commission may take the following actions listed below.

The Village of Pewaukee Plan Commission **Approves** a duplex for the property located at 203 E. Wisconsin Avenue, subject to the following conditions:

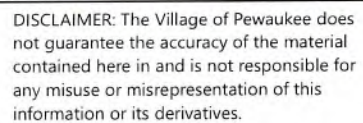
1. Any conditions made by the Plan Commission at their meeting of November 13 2025, as noted in the minutes.
2. Approval of the Conditional Use Grant shall be subject to the final approval by the Village Board finding the proposed development is consistent with the ordinance requirements in Section 40.265(15).
3. The Petitioner shall satisfy all comments, conditions, and concerns of the Village of Pewaukee Plan Commission and Board, Village Engineer and Village Planner for the site plan, and other documentation.
4. Building Inspection. The Petitioner and/or Property Owner shall comply with any and all recommendations by the Village Building Inspector (or designee) prior to the issuance of an occupancy & use permit for the subject property. Approval by the Village Building Inspector, if granted, shall be solely for the benefit of the Village of Pewaukee, and shall not be relied upon by the petitioner or others as proof of structural integrity or safety of any structure on the property, or as proof of compliance with any particular construction standard that would apply to new construction. The petitioner shall independently determine the suitability of all structures on the property for the petitioner's intended uses.
5. This approval is granted for the express conditions stated herein. Changes or alterations including, but not limited to, a change in use, premises, lands, or ownership of the property in question shall require a new Business Site Plan approval with all the zoning procedures at the time being followed. The allowed uses of the property must at no time be hazardous, harmful, obnoxious, offensive, or a nuisance by reasons of appearance, noise, dust, smoke, odor, or other similar factors. Any use not specifically listed, as permitted, shall be considered to be prohibited, except as may be otherwise specified herein.
6. The Property Owner shall keep the exterior condition of the premises in a neat and orderly condition at all times so the premises will not detract from neighboring premises. There shall be no outside storage of junk, debris, construction material, or other refuse materials within the property and all such materials shall be disposed of promptly and properly.
7. The Petitioner and/or Property Owner shall obtain the appropriate permits from the Village of Pewaukee.
8. The Petitioner and/or Property Owner shall, on demand, reimburse the Village of Pewaukee for all costs and expenses of any type incurred by the Village in connection with the review and approval of this application, including, but not limited to, the cost of professional services incurred by the Village for the review and preparation of required documents, attendance at meetings or other related professional services as well as to enforce the conditions in this approval due to a violation of these conditions.

EXHIBIT:

- A. GIS Property Location Map
- B. Petitioner Application
- C. Duplex Documents



0 25 50
ft
Scale: 1 in. = 84 ft.
1 : 1018



Village of Pewaukee
235 Hickory Street
Pewaukee, WI 53072
262-691-5660

Notes

10-2-2025

Village of Pewaukee Plan Commission

Re: Conditional Use Grant Request – 203 E. Wisconsin Avenue

Dear Plan Commission Members,

I am writing to respectfully request a Conditional Use Grant (CUG) for the property located at 203 E. Wisconsin Avenue in the Village of Pewaukee. While I am employed by Aspen Homes, Inc., this application is being made for my own personal project. I currently have an accepted offer to purchase this property and am scheduled to close soon. Upon closing, it is my intent to demolish the existing barn structure on the lot and construct a two-unit duplex with attached garages facing E. Wisconsin Avenue.

As background, in May of 2022, the property's previous owners, Mr. and Mrs. Dwight Zoellner, obtained a CUG for a similar duplex project. Unfortunately, due to unforeseen health issues, they were unable to commence construction and obtain a building permit within the required 12-month period, and the approval expired. It is my understanding that their project had been fully approved, but circumstances prevented it from moving forward.

I am now seeking approval for a project that is the same in concept, but slightly smaller in scale and footprint. My proposal incorporates all items previously requested by the Village during the Zoellner review process, as well as enhancements to ensure full compliance and clarity.

My submission package includes:

- Detailed architectural plans for the new duplex, scaled to meet current guidelines.
- A current property survey showing both the existing barn and the proposed duplex overlay, with all front, side, and rear setbacks noted.
- A grading plan illustrating added grading and swales consistent with the lot's front-to-rear slope.
- Designation of green space in the rear yard, where existing gravel will be replaced with grass, except in the former drive easement area. Calculations on the survey showing that the project meets the minimum open space standard of the B-2 District (i.e. 5%)
- Confirmation that sewer and water laterals, previously installed by the Zoellners, are in place to service both units, with shut-offs located at the lot line.
- A driveway plan providing a shared 25' opening onto E. Wisconsin Avenue, as previously requested by the Village in 2022 documentation.



- Copies of all 2022 Previous application, supporting documentation and reports obtained by the Zoellner family and Village of Pewaukee
- Copy of the 2022 recorded CUG

In addition to fulfilling these requirements, I want to share that I am personally very excited to build in Pewaukee. My family has long been a part of this community, operating a local family business here for many years. I also had the privilege of attending school in the Pewaukee School District, and it would mean a great deal to me to continue to call Pewaukee my home.

I have carefully reviewed the prior conditional use documentation and proactively addressed items that were noted as incomplete in the original submittal. It is my sincere intent that this new application is thorough, complete, and responsive to the Village's expectations.

Given that this project closely aligns with the previously approved plan, I respectfully request that the review process be handled as efficiently as possible so that construction may begin following all necessary board and commission approvals.

Thank you for your time and consideration of my request. If additional information or clarification is needed, please do not hesitate to reach out to me directly at **brayden@aspenhomesinc.com** or **262-366-2965**.

Sincerely,

Brayden Basso

Aspen Homes, Inc.

(Applicant for personal property project at 203 E. Wisconsin Avenue)



CONDITIONAL USE GRANT APPLICATION FORM

235 Hickory St, Pewaukee WI 53072—villagehall@villageofpewaukee.gov— 262-691-5660

PROPERTY / PROPERTY OWNER INFORMATION ☐

Property Address: 203 E Wisconsin Avenue, Pewaukee Tax Key: PWV 0899982

Property Owner Name: Brayden J Basso Zoning of Property: Business

APPLICANT INFORMATION ☐

Applicant Name: Aspen Homes, Inc. Applicant Phone #: 262-366-2965

Applicant Address: 325 Oakton Ave. #202 Pewaukee, WI 53072 Applicant Email: brayden@aspenhomesinc.com

Applicant Email: shelly@aspenhomesinc.com

DESCRIPTION OF REQUEST (Please be thorough and attach additional pages if needed) ☐

Business Name, If applicable: _____

FEIN, if applicable: _____

Description of Proposed Use (Restaurant/Retail/Office) _____

Request to demolish old barn structure has been given by Pewaukee building inspector. We are now requesting a conditional use grant to build a
2-unit side x side duplex with garages facing Wisconsin Ave.

DIRECTIONS / NOTES—See page 4 for specific items required ☐

NOTE: As this is for consultative purposes only, an engineering review will not take place at this time. An engineering review will take place if/when a formal application for approval is submitted.

Please include the following required items with this application:

- ☒ 1. One paper copy of the submittal, including plans/drawings/applicable attachments in a size 11x17 page size or less. Also provide one full size scale copy if larger than 11x17.
- ☒ 2. One digital copy of the submittal, including plans/drawings/applicable attachments. (USB/Email)
- ☒ 3. Completed Professional Services Reimbursement Form
- ☒ 4. Signatures on page 3
- ☐ 5. Conditional Use for Restaurant/Night Club must be attached if applicable

For Office Use Only

Staff Initials: _____

Date/Time Received: _____

Provide detailed information with your application that addresses the following:

1. Development Plans of the proposed use in sufficient detail to enable the Commission to evaluate your application such as architectural & landscape treatment, proper placement of the building(s) on the lot, traffic generation & circulation, provision for parking, site grading and drainage, exterior lighting, dumpster location and screening, outside storage of any sort, and manner of control devices (when necessary) to eliminate noise, dust, odor, smoke or other objectionable operating conditions & ensure general compatibility of the proposed use within its surroundings.
2. It is the responsibility of the applicant/owner to ensure that the proposed project complies with the Village's Land Development Code. It is also highly recommended that the applicant/owner review the Village's adopted [Land Use Plan](#) to ensure a proper understanding of the Village's future vision for the area in question.

Brayden J Basso

Property Owner Printed Name

Signature of Property Owner

The application will not be processed without the Owner's Signature regardless of who is listed as the Applicant. This signature authorizes the Village of Pewaukee to process the Conditional Use Approval Application proposed for my property and further authorizes the Village or its representatives to conduct reasonable and routine inspections of my property for the purposes of evaluating this application.

Brayden J Basso

Applicant's Printed Name

Signature of Applicant

Return the completed application forms along with the required attachments, **\$190** application fee, and a digital copy of the submittal (plus paper copies if required) to Pewaukee Village Hall, 235 Hickory Street, Pewaukee, WI 53072.

If you have any questions, please call Village Hall at (262) 691-5660.

FINAL PLANS
10-2-25



SCALE: 1/4" = 1'-0"



SCALE: 1/4" = 1'-0"



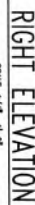
MAIN LEVEL LIVING AREA	744 SQ.FT.
UPPER LEVEL LIVING AREA	964 SQ.FT.
TOTAL LIVING AREA	1708 SQ.FT.
GARAGE AREA	383 SQ.FT.

FRONT ELEVATION

SCALE: 1/4" = 1'-0"

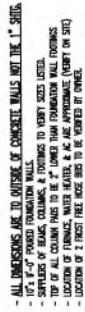
EXTERIOR MATERIALS

MAIN LEVEL LIVING AREA:	746 SQ.FT.
UPPER LEVEL LIVING AREA:	971 SQ.FT.
TOTAL LIVING AREA:	1727 SQ.FT.
CLOSET AREA:	203 SQ.FT.



SCALE: 1/4" = 1'-0"

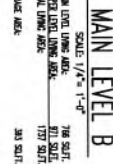
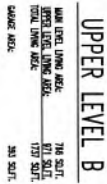
1 of 4	Sheet No.	PROJECT:	Aspen Homes, Inc	MODEL:	The Colbourne	
			Perkasie, Wisconsin	DRAWN BY:	jlm	
		TITLE:	ELEVATIONS FRONT & BACK	DATE:	9-30-2025	



FINAL PLANS
10-2-2025



SCALE: $3/8" = 1'-0"$



STATUS:

DATE LAST REVIEWED: 7/1/2015 (PENDING, NO DURING RESULTS TO COME OF IF MEDICAL
EVALUATION ON INHERITING STILL, (UNITS FROM 1/1/15, THE END OF FIRST STOP)

REMARKS:

IF GOOD OR 7/1/2015 - TEMPORARY RESULTS OF INHERITING, THE RESULTS
RESULTS INSTALLED (THE RESULTS)

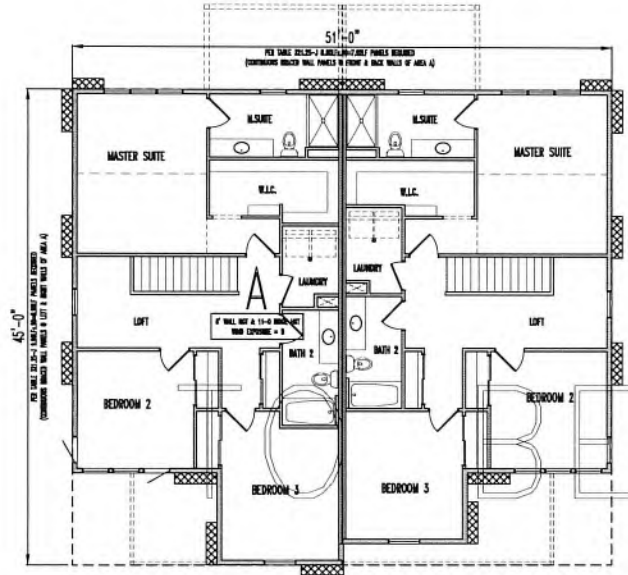
IF GOOD OR 7/1/2015 - PENDING, NO DURING RESULTS OF INHERITING
CARRIER, (UNITS FROM 1/1/15, THE END OF FIRST STOP)

STATUS TO COME FROM:

TEMPORARY RESULTS OF INHERITING, PENDING, NO DURING RESULTS OF INHERITING
RESULTS INSTALLED (THE RESULTS)

IF GOOD OR 7/1/2015 - PENDING, NO DURING RESULTS OF INHERITING
CARRIER, (UNITS FROM 1/1/15, THE END OF FIRST STOP)

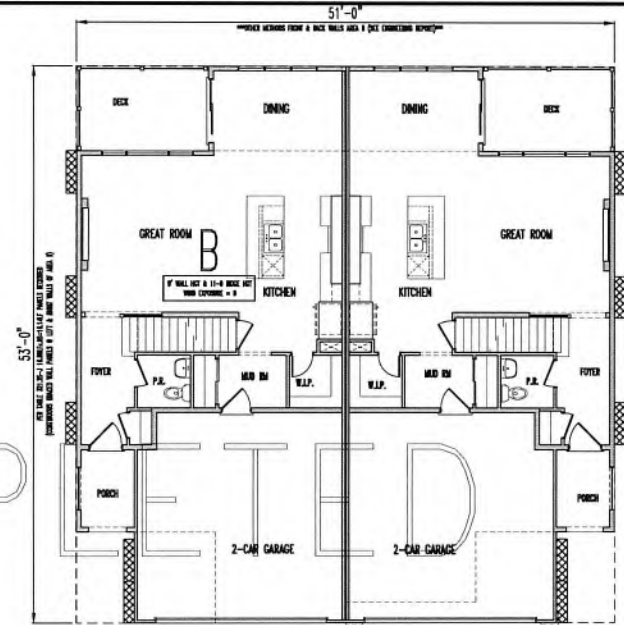
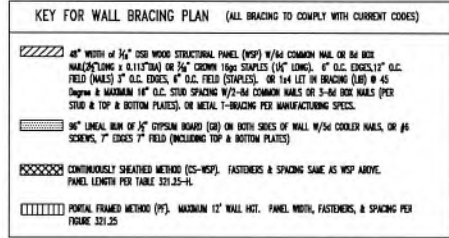
Revision Dates:

REVIEW PLANS
NOT FOR CONSTRUCTION

UPPER LEVEL A

SCALE: 3/16" = 1'-0"
* WALL BRACING LAYOUT *

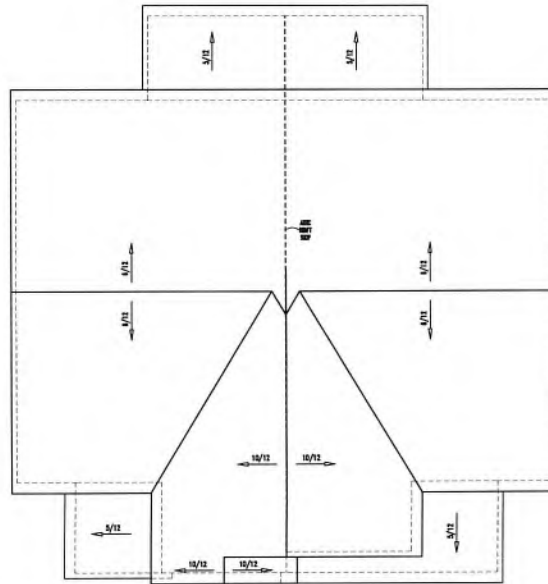
UPPER LEVEL B



MAIN LEVEL A

• WALL BRACING LAYOUT •

MAIN LEVEL B



ROOF PLAN
SCALE: 3/16" = 1'-0"

SCALE: $3/16" = 1'-0"$

CONDITIONAL USE GRANT

To permit the **“to construct a multi-family residential development (duplex)”**.

Before the Planning Commission of the Village of
Pewaukee, Waukesha County, Wisconsin, in regard
To Premises located at 203 E. Wisconsin in the Village of
Pewaukee, Waukesha County, State of Wisconsin, and
further defined as follows:

PWV (0893053)

PT SW1/4 SEC 9 T7N R19E COM N69°30'W 307 FT & S25° W 30 FT FROM SW COR BLK B GRIFFING'S ADD; N69°30'W 309.78 FT; N21°24'E 123.65 FT; S68°29'E 182.68 FT; S20°54'W 36.80 FT; S68°29'E 130.15 FT; S23°55'W 81.71 FT TO BGN; ALSO COM N69°30'W 307.00 FT & S25°00'W 30.00 FT FROM SW COR BLK B GRIFFINGS ADD; N69°30'W 130.70 FT; N20°54'E 98.65 FT; N69°30'W 20.05 FT; N20°54'E 22.46 FT THE BGN; N20°54'E 48.45 FT; N67°42'W 78.40 FT; S21°37'W 49.62 FT; S68°29'E 79.00 FT TO BGN; ALSO COM N69°30'W 307.00 FT & S25°00'W 30.00 FT FROM SW COR BLK B GRIFFING'S ADD; N23°55'E 164.94 FT; N67°42'W 237.97 FT THE BGN; N67°42'W 78.84 FT; S21°24'W 50.92 FT; S68°29'E 78.68 FT; N21°37'E 49.62 FT TO BGN EX DOC #472260 & DOC #475702

WHEREAS, the Zoning Code and Zoning District Map of the Village of Pewaukee, pursuant to State Statutes, provide that the premises may not be used of right for purpose hereinafter described but that, upon petition, such use may be approved by the municipality as a Conditional Use Grant in particular circumstances as defined by the standards in the Zoning Ordinances; and

Petition therefore having been made, and public hearing held thereon, and the Planning Commission of the Village of Pewaukee having determined that by reason of the particular nature, character, and circumstances of the proposed use, grant of such use upon the terms and conditions hereinafter prescribed would be consistent with the requirements of the Zoning Ordinance.

Now, therefore, IT IS GRANTED, subject to compliance with the terms and conditions hereinafter stated, that the Premises may be used for the purpose of **“to construct a multi-family residential development (duplex)”**.

GRANTED by action of the Planning Commission of The Village of Pewaukee this 13th day of November, 2025.

Village Planning Commission Secretary
Jenna Peter, Village Clerk

Planning Commission Chairperson
Jeffrey Knutson, Village President

Original filed at the Pewaukee Village Hall.

The Planning CONDITIONS of this Grant are:

1. Any conditions made by the Plan Commission at their meeting of November 13 2025, as noted in the minutes.
2. Approval of the Conditional Use Grant shall be subject to the final approval by the Village Board finding the proposed development is consistent with the ordinance requirements in Section 40.265(15).
3. The Petitioner shall satisfy all comments, conditions, and concerns of the Village of Pewaukee Plan Commission and Board, Village Engineer and Village Planner for the site plan, and other documentation.
4. Building Inspection. The Petitioner and/or Property Owner shall comply with any and all recommendations by the Village Building Inspector (or designee) prior to the issuance of an occupancy & use permit for the subject property. Approval by the Village Building Inspector, if granted, shall be solely for the benefit of the Village of Pewaukee, and shall not be relied upon by the petitioner or others as proof of structural integrity or safety of any structure on the property, or as proof of compliance with any particular construction standard that would apply to new construction. The petitioner shall independently determine the suitability of all structures on the property for the petitioner's intended uses.
5. This approval is granted for the express conditions stated herein. Changes or alterations including, but not limited to, a change in use, premises, lands, or ownership of the property in question shall require a new Business Site Plan approval with all the zoning procedures at the time being followed. The allowed uses of the property must at no time be hazardous, harmful, obnoxious, offensive, or a nuisance by reasons of appearance, noise, dust, smoke, odor, or other similar factors. Any use not specifically listed, as permitted, shall be considered to be prohibited, except as may be otherwise specified herein.
6. The Property Owner shall keep the exterior condition of the premises in a neat and orderly condition at all times so the premises will not detract from neighboring premises. There shall be no outside storage of junk, debris, construction material, or other refuse materials within the property and all such materials shall be disposed of promptly and properly.
7. The Petitioner and/or Property Owner shall obtain the appropriate permits from the Village of Pewaukee.
8. The Petitioner and/or Property Owner shall, on demand, reimburse the Village of Pewaukee for all costs and expenses of any type incurred by the Village in connection with the review and approval of this application, including, but not limited to, the cost of professional services incurred by the Village for the review and preparation of required documents, attendance at meetings or other related professional services as well as to enforce the conditions in this approval due to a violation of these conditions.
9. Overall driveway not to exceed 50' wide.

The Department of Public Works CONDITIONS of this Grant are:

1. After construction, provide televising video showing Sanitary sewer lateral from basement to the main. The lateral needs to be reviewed for structural integrity and potential infiltration. The Village staff or designated representative will review the sewer lateral video and check if the lateral condition is adequate or needs rehabilitation. If the work

cannot be completed prior to issuance of permit or occupancy, then posting a \$5,000 financial guarantee is acceptable to allow applicant to proceed. This includes costs for televising and potential work on sewer lateral.

2. Currently, there are several existing parking spaces along E. Wisconsin Avenue in front of this parcel. Provide plan showing existing and proposed striping in street. Sand blasting and restriping will be needed to remove allowed parking in front of future driveways. Add this work to plan.
3. Provide post construction as-built survey showing proposed plan grades were constructed.
4. A proposed driveway approach is shown. Label width of driveway approach and driveway at back of sidewalk and at curb and gutter. A right of way permit is needed for construction of driveway approach. The sidewalk and curb works should follow Village specifications. Add additional spot grades for proposed driveway and sidewalk. The sidewalk cross slope grades cannot exceed 2%.
5. Show curb stop valve box for two water services on drawing.
6. Show proposed location of gutter downspouts.

The Petitioner and/or Property Owner shall, on demand, reimburse the Village of Pewaukee for all costs and expenses of any type incurred by the Village in connection with the review and approval of this application, including, but not limited to, the cost of professional services incurred by the Village for the review and preparation of required documents, attendance at meetings or other related professional services as well as to enforce the conditions in this approval due to a violation of these conditions

Document drafted by Mark Lyons, Planning Consultant, November 14, 2025.

Report Criteria:

Report type: Invoice detail

Check.Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Description	Check Amount
75569						
10/25	10/03/2025	75569	AMAZON CAPITAL SERVI	1LYG-PN6D-4	LIBRARY/LADISH DONATION/ TONIES	19.95
10/25	10/03/2025	75569	AMAZON CAPITAL SERVI	1MGM-LDHF-	LIBRARY/YA PROGRAM	37.66
Total 75569:						57.61
75570						
10/25	10/03/2025	75570	AUTOZONE STORES LLC	04338110240	#701 IDLE AIR CONTROL VALVE	55.09
10/25	10/03/2025	75570	AUTOZONE STORES LLC	04388110241	#201 OIL PRESSURE SENDING SWITCH	49.43
Total 75570:						104.52
75571						
10/25	10/03/2025	75571	BEHLMER, CHRISTOPHE	00	BOAT SLIP SECURITY DEPOSIT RETURN	200.00
Total 75571:						200.00
75572						
10/25	10/03/2025	75572	BROOKFIELD PUBLIC LIB	20250825HOR	LIBRARY/REPLACEMENT REIMBURSEMENT	24.99
Total 75572:						24.99
75573						
10/25	10/03/2025	75573	CINTAS CORPORATION	4243426718	SEWER UNIFORMS	271.18
Total 75573:						271.18
75574						
10/25	10/03/2025	75574	CITY OF DELAFIELD	113-2973104-5	POLICE/REIMBURSEMENT TO CITY OF DELAFIELD PD FOR PU	169.00
Total 75574:						169.00
75575						
10/25	10/03/2025	75575	DIVERSIFIED BENEFIT S	454361	FLEX BEN SEPTEMBER 2025	106.48
Total 75575:						106.48
75576						
10/25	10/03/2025	75576	E H WOLF & SONS INC	310266	FUEL DELIVERY	1,252.09
Total 75576:						1,252.09
75577						
10/25	10/03/2025	75577	EBSCO PAYMENT PROC	2600695	LIBRARY/RATE ADJUSTMENT/MEDIA	2.16
Total 75577:						2.16
75578						
10/25	10/03/2025	75578	GEORGINA RUTHERFOR	003	LIBRARY/ADULT PROGRAMS	100.00
Total 75578:						100.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Description	Check Amount
75579						
10/25	10/03/2025	75579	HALQUIST STONE COMP	5636737-IN	FIELDSTONE FOR AROUND DAMN	1,869.00
10/25	10/03/2025	75579	HALQUIST STONE COMP	5637358-CM	FIELDSTONE FOR AROUND DAMN (CREDIT)	42.00-
Total 75579:						1,827.00
75580						
10/25	10/03/2025	75580	HAWKINS INC	7200789	POLYPHOSPHATE	8,030.45
Total 75580:						8,030.45
75581						
10/25	10/03/2025	75581	HILDENBRAND, LARISA	9SDRHPBV-0	POLICE/HILDENBRAND REIMBURSEMENT FOR UTV TRAINING	37.70
Total 75581:						37.70
75582						
10/25	10/03/2025	75582	INGRAM LIBRARY SERVI	90477881	LIBRARY/INGRAM BOOKS	213.45
10/25	10/03/2025	75582	INGRAM LIBRARY SERVI	90532898	LIBRARY/INGRAM BOOKS	441.51
10/25	10/03/2025	75582	INGRAM LIBRARY SERVI	90610019	LIBRARY/INGRAM BOOKS	447.32
Total 75582:						1,102.28
75583						
10/25	10/03/2025	75583	JOHNSON CONTROLS IN	41708019	ALARM SYSTEM MONITORING QUARTERLY CHARGE	432.31
Total 75583:						432.31
75584						
10/25	10/03/2025	75584	KETTLE MORaine HEATI	184232	APRIL AIRE REPLACEMENT	999.00
Total 75584:						999.00
75585						
10/25	10/03/2025	75585	LAKESIDE INTERNATION	1463694P	#103 EXHAUST GASKETS	50.25
Total 75585:						50.25
75586						
10/25	10/03/2025	75586	LANNON STONE PRODU	1458412	CURB BOX REPAIR-STONE	888.75
Total 75586:						888.75
75587						
10/25	10/03/2025	75587	LINCOLN CONTRACTOR	R55772	SIDEWALK/VACUUM GRINDER (RENTAL)	708.50
Total 75587:						708.50
75588						
10/25	10/03/2025	75588	MADISON COOPER	9925	LIBRARY/FRIENDS/ADULTPROGRAMPRIZES	27.00
Total 75588:						27.00
75589						
10/25	10/03/2025	75589	MARKUT, BRETT	09232025	POLICE/MARKUT REIMBURSEMENT FOR UTV TRAINING COUR	37.70

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Description	Check Amount
Total 75589:						37.70
75590						
10/25	10/03/2025	75590	MID CITY CORPORATION	106457	769 GLACIER MAIN BREAK REPAIR	7,344.53
Total 75590:						7,344.53
75591						
10/25	10/03/2025	75591	MIDWEST TAPE	507733871	LIBRARY/1 ADULT CD	12.79
10/25	10/03/2025	75591	MIDWEST TAPE	507733873	LIBRARY/1 ADULT DVD	23.24
10/25	10/03/2025	75591	MIDWEST TAPE	507733874	LIBRARY/3 ADULT DVD	84.72
10/25	10/03/2025	75591	MIDWEST TAPE	507733875	LIBRARY/1 ADULT DVD	26.99
10/25	10/03/2025	75591	MIDWEST TAPE	507733876	LIBRARY/1 ADULT DVD	32.34
Total 75591:						180.08
75592						
10/25	10/03/2025	75592	MILWAUKEE PLUMBING	53465	LIBRARY/LABOR & MATERIALS - LEAKING HOSE BIB	504.70
Total 75592:						504.70
75593						
10/25	10/03/2025	75593	NORTHERN LAKE SERVI	2516166	BACTERIA 09.15.25	87.00
Total 75593:						87.00
75594						
10/25	10/03/2025	75594	PAULINE HAASS PUBLIC	20250829TAY	LIBRARY/REPLACEMENT REIMBURSEMENT	25.00
Total 75594:						25.00
75595						
10/25	10/03/2025	75595	SCHEELE, KEVIN	0	BOAT SLIP SECURITY DEPOSIT RETURN	200.00
Total 75595:						200.00
75596						
10/25	10/03/2025	75596	SHERWIN INDUSTRIES I	SC054551	SHERWIN INDUSTRIES MASTIC FOR MAIN ST	5,184.00
Total 75596:						5,184.00
75597						
10/25	10/03/2025	75597	STREICHERS	1784011	POLICE/FISCHER SCHNEIDER UNIFORM	91.94
Total 75597:						91.94
75598						
10/25	10/03/2025	75598	VUCKOVICH, SUE	9225	LIBRARY/MILEAGE REIMBURSEMENT	12.60
Total 75598:						12.60
75599						
10/25	10/03/2025	75599	WAUKESHA PUBLIC LIBR	20250903STI	LIBRARY/REPLACEMENT REIMBURSEMENT	20.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Description	Check Amount
Total 75599:						20.00
75600						
10/25	10/03/2025	75600	WERCHOWSKI, GREG	000	BOAT SLIP SECURITY DEPOSIT RETURN	200.00
Total 75600:						200.00
75601						
10/25	10/10/2025	75601	AARONIN STEEL SALES I	17970	ROAD PROJECT-PLATING MANHOLES	1,050.00
Total 75601:						1,050.00
75602						
10/25	10/10/2025	75602	AUTOZONE STORES LLC	04338033340	POLICE STOCK OIL FILTERS	11.18
10/25	10/10/2025	75602	AUTOZONE STORES LLC	04338046363	OLD #102 GASKET MAKER	11.03
10/25	10/10/2025	75602	AUTOZONE STORES LLC	04338110329	#701 OIL FILTER	3.18
10/25	10/10/2025	75602	AUTOZONE STORES LLC	04338110616	#701 COOLANT TEMPERATURE SENSOR	10.80
10/25	10/10/2025	75602	AUTOZONE STORES LLC	04338110618	SHOP CARBURATOR CLEANER	11.49
10/25	10/10/2025	75602	AUTOZONE STORES LLC	04338110763	#701 FUEL TANK SENDING UNIT	151.99
10/25	10/10/2025	75602	AUTOZONE STORES LLC	04338112168	#701 FUEL PUMP RETURN (WRONG UNIT)	121.59
10/25	10/10/2025	75602	AUTOZONE STORES LLC	04338112170	#701 FUEL TANK SENDING UNIT	158.49
10/25	10/10/2025	75602	AUTOZONE STORES LLC	04338113036	VILLAGE HALL GENERATOR TUNE-UP	38.55
10/25	10/10/2025	75602	AUTOZONE STORES LLC	06026841335	#701 NEW FUEL PUMP	121.59
Total 75602:						396.71
75603						
10/25	10/10/2025	75603	BUELOW VETTER BUIKE	SEPT2025	GENERAL LABOR MATTER	1,764.00
Total 75603:						1,764.00
75604						
10/25	10/10/2025	75604	CINTAS CORPORATION	4244167981	WATER UNIFORMS	271.18
Total 75604:						271.18
75605						
10/25	10/10/2025	75605	CUMMINS SALES & SERV	F6-250999100	VILLAGE HALL GENERATOR	72.85
Total 75605:						72.85
75606						
10/25	10/10/2025	75606	ETI LLC	8262025	LIC MGR SUPPRT-UPDATES 8/1/25 TO 7/31/2026	299.00
Total 75606:						299.00
75607						
10/25	10/10/2025	75607	HIPPENMEYER REILLY B	10/09/2025	MUNI COURT LEGAL	6,391.75
Total 75607:						6,391.75
75608						
10/25	10/10/2025	75608	INGRAM LIBRARY SERVI	90644154	LIBRARY/INGRAM BOOKS	617.34
10/25	10/10/2025	75608	INGRAM LIBRARY SERVI	90692579	LIBRARY/INGRAM BOOKS	292.80

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Description	Check Amount
Total 75608:						910.14
75609						
10/25	10/10/2025	75609	LAFARGE AGGREGATES	721722309	SAND TO LOCK IN ROCKS AROUND DAMN	92.26
Total 75609:						92.26
75610						
10/25	10/10/2025	75610	LANGE ENTERPRISES IN	92724	NO LEFT TURN SIGN FOR CLACK STREET	43.56
Total 75610:						43.56
75611						
10/25	10/10/2025	75611	LINCOLN CONTRACTOR	J67233	MARKING PAINT GREEN	301.92
Total 75611:						301.92
75612						
10/25	10/10/2025	75612	MIDWEST TAPE	507764442	LIBRARY/2 ADULT DVD	42.73
10/25	10/10/2025	75612	MIDWEST TAPE	507764444	LIBRARY/1 ADULT DVD	18.74
Total 75612:						61.47
75613						
10/25	10/10/2025	75613	MISSION COMMUNICATI	2004887	LK LEVL SVC 03.01.25 TO 02.28.26 - CHARGEBACK 50% TO LPS	347.40
Total 75613:						347.40
75614						
10/25	10/10/2025	75614	MONTAGE ENTERPRISE	118049	#706 FRONT DRIVE PULLEY	360.29
Total 75614:						360.29
75615						
10/25	10/10/2025	75615	NORTHERN LAKE SERVI	2516759	BACTERIA 09.22.25	87.00
Total 75615:						87.00
75616						
10/25	10/10/2025	75616	PAYNE & DOLAN INC	10-00045487	PAYNE DOLAN HOT MIX (ALLEY ART/MAIN ST.)	1,240.91
10/25	10/10/2025	75616	PAYNE & DOLAN INC	10-00045758	ASPHALT TACKIFIER FOR OVERLAY STREET REPAIR	440.00
10/25	10/10/2025	75616	PAYNE & DOLAN INC	PAY APP 2 12	2025 ROAD AND UTILITY IMPROVEMENTS - WATER	390,832.59
Total 75616:						392,513.50
75617						
10/25	10/10/2025	75617	PETER, JENNA	MILEAGE 9.26	ELECTION MILES 9.26.25-10.10.25	235.90
Total 75617:						235.90
75618						
10/25	10/10/2025	75618	PORT A JOHN	1386396-IN	PORT-A-JOHN RECYCLE CTR SINK	103.00
Total 75618:						103.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Description	Check Amount
75619						
10/25	10/10/2025	75619	PROHEALTH MEDICAL G	327121	DPW RANDOM DRUG TESTING-ANDY AND TANNER	128.00
10/25	10/10/2025	75619	PROHEALTH MEDICAL G	327198	DPW RANDOM DRUG TESTING	148.00
10/25	10/10/2025	75619	PROHEALTH MEDICAL G	327286	DPW RANDOM DRUG TESTING	101.00
Total 75619:						377.00
75620						
10/25	10/10/2025	75620	RA SMITH, INC	189094	CHARGE BACK - PEWAUKEE HIGH SCHOOL STEAM ADD. - WAT	2,764.86
Total 75620:						2,764.86
75621						
10/25	10/10/2025	75621	REVIZE LLC	21988	NEW WEBSITE-INITIAL PAYMENT	1,000.00
Total 75621:						1,000.00
75622						
10/25	10/10/2025	75622	RHYME BUSINESS PROD	AR870891	LIBRARY/COPIES 2025.09.23 TO 2025.10.22	145.60
Total 75622:						145.60
75623						
10/25	10/10/2025	75623	SHERWIN INDUSTRIES I	SC054581	SHERWIN INDUSTRIES MASTIC FOR MAIN ST (2 NO BOX)	3,003.00
10/25	10/10/2025	75623	SHERWIN INDUSTRIES I	SC054606	SHERWIN INDUSTRIES MASTIC (2 NO BOX)	3,003.00
10/25	10/10/2025	75623	SHERWIN INDUSTRIES I	SC054616	MASTIC V-SHAPED MASTIC SQUEEZE	127.78
10/25	10/10/2025	75623	SHERWIN INDUSTRIES I	SS108904	SHERWIN INDUSTRIES STREET MASTIC RENTAL MACHINE	2,100.00
Total 75623:						8,233.78
75624						
10/25	10/10/2025	75624	SHERWIN-WILLIAMS CO	8152-4	PAINT FOR LAIMON BALCONY LATTICE	47.45
Total 75624:						47.45
75625						
10/25	10/10/2025	75625	STATE OF WISCONSIN C	09302025	STATE SURCHARGES COURT	3,215.75
Total 75625:						3,215.75
75626						
10/25	10/10/2025	75626	TECH THE HOUSE DBA S	25-09002	LIBRARY/DOOR REPAIR CARD READER	1,098.99
Total 75626:						1,098.99
75627						
10/25	10/10/2025	75627	WAUKESHA COUNTY TE	S0874772	POLICE/DUNCAN BASIC SWAT TRAINING	525.00
Total 75627:						525.00
75628						
10/25	10/10/2025	75628	WAUKESHA COUNTY TR	09302025	COUNTY SURCHARGES	1,303.76
Total 75628:						1,303.76

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Description	Check Amount
75629						
10/25	10/17/2025	75629	AMAZON CAPITAL SERVI	1FR6-JNHN-9	LIBRARY/ADULT PROGRAM	224.26
10/25	10/17/2025	75629	AMAZON CAPITAL SERVI	1GCY-DM9X-	LIBRARY/SUPPLIES TAPE	39.74
10/25	10/17/2025	75629	AMAZON CAPITAL SERVI	1MCW-344Y-9	LIBRARY/SUPPLIES	79.63
10/25	10/17/2025	75629	AMAZON CAPITAL SERVI	1MCW-344Y-9	LIBRARY/JUV PROGRAM	52.00
Total 75629:						395.63
75630						
10/25	10/17/2025	75630	AVANTI SAFETY CONSUL	25-3595	SEWER/SAFETY TRAINING	1,096.00
Total 75630:						1,096.00
75631						
10/25	10/17/2025	75631	AYRES ASSOCIATES INC	225463	2025 WISLR ROAD RATINGS THRU 9.25.25	1,500.00
Total 75631:						1,500.00
75632						
10/25	10/17/2025	75632	BADGER METER INC	80210010	ORION CELLULAR LTE SERVICE- AUGUST 2025	1,674.34
10/25	10/17/2025	75632	BADGER METER INC	80213167	ORION CELLULAR LTE SERVICE- SEPTEMBER 2025	1,663.55
Total 75632:						3,337.89
75633						
10/25	10/17/2025	75633	BAKER TILLY US, LLP	BT3328559	AUDITOR ASSISTANCE DEBT ENTRIES	1,375.00
10/25	10/17/2025	75633	BAKER TILLY US, LLP	BT3340876	WATER: RATE STUDY	2,492.25
Total 75633:						3,867.25
75634						
10/25	10/17/2025	75634	BRAVO COMPANY USA I	26738	POLICE/BCM CHARGING HANDLE MK2/MCMR RAIL PANEL KIT	324.70
Total 75634:						324.70
75635						
10/25	10/17/2025	75635	CENTERPOINTE YACHT	33588	LAKE PATROL / OIL CHANGE AND FILTER / WINTERIZE OUTBOA	1,187.50
Total 75635:						1,187.50
75636						
10/25	10/17/2025	75636	CINTAS CORPORATION	4244913545	WATER UNIFORMS	271.18
Total 75636:						271.18
75637						
10/25	10/17/2025	75637	CITY OF PEWAUKEE	OCTOBER FI	OCTOBER FIRE & EMS '25	224,548.33
10/25	10/17/2025	75637	CITY OF PEWAUKEE	OCTOBER PA	OCTOBER PARKS '25	17,516.00
10/25	10/17/2025	75637	CITY OF PEWAUKEE	OCTOBER RE	OCTOBER REC '25	22,072.58
Total 75637:						264,136.91
75638						
10/25	10/17/2025	75638	CONLEY MEDIA LLC	6333070925-2	PC PHN 10.9.25 CHRISTIAN BROS AUTOMOTIVE	89.88

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Total 75638:						89.88
75639						
10/25	10/17/2025	75639	CULLIGAN	501X1849670	LIBRARY/SOLAR SALTS	124.70
Total 75639:						124.70
75640						
10/25	10/17/2025	75640	CUMMINS SALES & SERV	F6-250999205	VILLAGE HALL GENERATOR	73.61
10/25	10/17/2025	75640	CUMMINS SALES & SERV	F6-250999344	VILLAGE HALL GENERATOR REPAIRS-BELT	125.47
Total 75640:						199.08
75641						
10/25	10/17/2025	75641	FORREST, JULIE	10082025	COURT EXPENSE SEMINAR	154.84
Total 75641:						154.84
75642						
10/25	10/17/2025	75642	FOTH INFRASTRUCTURE	96610	PEWAUKEE SELF STORAGE PC CHARGEBACK-229 SUSSEX ST	115.20
10/25	10/17/2025	75642	FOTH INFRASTRUCTURE	99607	VILLAGE PLANNING SERVICES-AUGUST 2025	6,945.50
10/25	10/17/2025	75642	FOTH INFRASTRUCTURE	99608	CHRISTIAN BROS AUTO-120 SIMMONS AVE PC CHARGEBACKS	748.80
10/25	10/17/2025	75642	FOTH INFRASTRUCTURE	99609	BUBBLES FOAM FARM PC CHARGEBACK	288.00
10/25	10/17/2025	75642	FOTH INFRASTRUCTURE	99611	360 EVERGREEN CUG PC CHARGEBACKS	259.20
10/25	10/17/2025	75642	FOTH INFRASTRUCTURE	99612	DRITAS DELI-115 MAIN ST- PC CHARGEBACK	28.80
10/25	10/17/2025	75642	FOTH INFRASTRUCTURE	99613	JOHNSON FINANCIAL-1194 CAPITOL DR PC CHARGEBACKS	72.00
Total 75642:						8,457.50
75643						
10/25	10/17/2025	75643	GARLAND/DBS, INC.	427852417190	LIBRARY/ROOFTOP REPAIRS ASSESSMENT	250.00
Total 75643:						250.00
75644						
10/25	10/17/2025	75644	HOMESTEAD TREE PRU	09.25.25	WHITE OAK TREE (KIWANIS PARK)	3,300.00
Total 75644:						3,300.00
75645						
10/25	10/17/2025	75645	HYDROCORP	CI-08509	CROSS CONNECT PRGM SEPTEMBER 2025	1,338.00
Total 75645:						1,338.00
75646						
10/25	10/17/2025	75646	INGRAM LIBRARY SERVI	90814431	LIBRARY/INGRAM BOOKS	1,054.57
10/25	10/17/2025	75646	INGRAM LIBRARY SERVI	90859866	LIBRARY/INGRAM BOOKS	489.34
10/25	10/17/2025	75646	INGRAM LIBRARY SERVI	90903392	LIBRARY/INGRAM BOOKS	353.01
10/25	10/17/2025	75646	INGRAM LIBRARY SERVI	90922606	LIBRARY/INGRAM BOOKS	455.00
Total 75646:						2,351.92
75647						
10/25	10/17/2025	75647	Johns Disposal Svc Inc	1868021	DUMPSTER SERVICE	180.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Description	Check Amount
Total 75647:						180.00
75648						
10/25	10/17/2025	75648	KEN WEBER TRUCK SER	55428-1	POLICE/TOW BILL FOR 2011 DODGE CHARGER THAT WAS STO	437.50
Total 75648:						437.50
75649						
10/25	10/17/2025	75649	LAKESIDE INTERNATION	1463694PX1	#103 EXHAUST PIPE	1,702.34
10/25	10/17/2025	75649	LAKESIDE INTERNATION	1464705P	#103 EXHAUST CLAMP AND GASKET	108.24
Total 75649:						1,810.58
75650						
10/25	10/17/2025	75650	LENIUS, JEFFREY M	10032025	POLICE/LENIUS DUTY BELT AND HOLSTER UNIFORM ALLOWA	137.13
Total 75650:						137.13
75651						
10/25	10/17/2025	75651	MENOMONEE FALLS CA	22678	LIBRARY/CARPET CLEANING	540.00
Total 75651:						540.00
75652						
10/25	10/17/2025	75652	MIDWEST TAPE	507808179	LIBRARY/2 ADULT DVD	50.98
10/25	10/17/2025	75652	MIDWEST TAPE	507808410	LIBRARY/1 ADULT DVD	23.24
Total 75652:						74.22
75653						
10/25	10/17/2025	75653	MIDWEST TAPE - HOOPL	507822465	LIBRARY/HOOPLA/INSTANT SEP 2025	833.93
Total 75653:						833.93
75654						
10/25	10/17/2025	75654	NAPA AUTO PARTS	174411	#641 NEW WIPER BLADES	36.92
10/25	10/17/2025	75654	NAPA AUTO PARTS	174434	#641 NEW WIPER BLADES	73.84
10/25	10/17/2025	75654	NAPA AUTO PARTS	174964	#202 FRONT SHOCKS	83.26
10/25	10/17/2025	75654	NAPA AUTO PARTS	175864	#502, #503 MARINE GREASE	15.72
10/25	10/17/2025	75654	NAPA AUTO PARTS	178284	#214 FRONT BRAKE PADS	63.88
10/25	10/17/2025	75654	NAPA AUTO PARTS	181156	#102 (OLD) TIMING CHAIN TENSIONER	110.98
10/25	10/17/2025	75654	NAPA AUTO PARTS	181398	#102 (OLD) TIMING CHAIN TENSIONER (CREDIT)	110.98-
10/25	10/17/2025	75654	NAPA AUTO PARTS	181923	#401 HEADLIGHT BULBS	21.69
10/25	10/17/2025	75654	NAPA AUTO PARTS	182202	#109 OIL/FUEL FILTERS	33.59
10/25	10/17/2025	75654	NAPA AUTO PARTS	182232	#104 HYDRAULIC OIL FILTER (CREDIT)	11.55-
10/25	10/17/2025	75654	NAPA AUTO PARTS	182385	#641 NEW SPARK PLUGS	46.62
10/25	10/17/2025	75654	NAPA AUTO PARTS	182398	#102 (OLD) SPARK PLUGS	46.62
10/25	10/17/2025	75654	NAPA AUTO PARTS	189711	#119 OIL AND FUEL FILTER	36.31
10/25	10/17/2025	75654	NAPA AUTO PARTS	189806	#119 FUEL FILTER	65.06
Total 75654:						511.96
75655						
10/25	10/17/2025	75655	NORTH SHORE ENVIRON	12679	ROAD PROJECT CONTAMINATED SOIL DISPOSAL	11,945.60

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Total 75655:						11,945.60
75656						
10/25	10/17/2025	75656	PEWAUKEE SCHOOL DIS	OCT 2025	MOBILE HOME FEES OCT 2025	72.14
Total 75656:						72.14
75657						
10/25	10/17/2025	75657	PORT A JOHN	1386540-IN	PORT-A-JOHN OCTOBER (RECYCLE CTR)	103.00
Total 75657:						103.00
75658						
10/25	10/17/2025	75658	PROHEALTH CARE LABO	10007980831	POLICE/2025 LEGAL BLOOD DRAW 09/01/2025-09/30/2025	118.17
Total 75658:						118.17
75659						
10/25	10/17/2025	75659	PUBLIC SERVICE COMMI	RA26-I-04620	WATER/2025-2026 ADVANCE ASSESSMENT	1,687.72
Total 75659:						1,687.72
75660						
10/25	10/17/2025	75660	RA SMITH, INC	190930	2025 ROAD IMPROVEMENT PROGRAM - WATER MAIN INSPEC	15,173.40
Total 75660:						15,173.40
75661						
10/25	10/17/2025	75661	RUNDLE-SPENCE	S3275842.001	BRASS FITTINGS	26.69
Total 75661:						26.69
75662						
10/25	10/17/2025	75662	SCHROEDER, MATT	SEPT25 REIM	TRAINING-FOOD	99.88
Total 75662:						99.88
75663						
10/25	10/17/2025	75663	SECURIAN FINANCIAL G	NOVEMBER 2	LIFE INS NOVEMBER 2025	758.84
Total 75663:						758.84
75664						
10/25	10/17/2025	75664	STAPLES ADVANTAGE	7007026715	OFFICE CHAIR-JP	149.99
Total 75664:						149.99
75665						
10/25	10/17/2025	75665	TAYLOR COMPUTER SER	28453	LIBRARY/DELL PRO MICROS	2,846.60
10/25	10/17/2025	75665	TAYLOR COMPUTER SER	28455	LIBRARY/DELL PRO NOTEBOOKS	4,550.40
10/25	10/17/2025	75665	TAYLOR COMPUTER SER	28533	CIVIC EMAIL ISSUE	731.75
Total 75665:						8,128.75

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Description	Check Amount
75666						
10/25	10/17/2025	75666	THOMAS J BECK	2900	LUBE DYNAMICS CITROL DEGREASER/CLEANER	198.90
Total 75666:						198.90
75667						
10/25	10/17/2025	75667	TRI-COUNTY WATERWO	BUECHL 10.0	TCWA MEETING-DAVE	30.00
Total 75667:						30.00
75668						
10/25	10/17/2025	75668	WAUKESHA COUNTY	SEPTEMBER	360 EVERGREEN-CUG RECORDING	60.00
Total 75668:						60.00
75669						
10/25	10/17/2025	75669	WISCONSIN DEPARTME	2025 MFG AS	2025 MUNICIPAL MFG ASSESSMENT FEE	1,832.56
Total 75669:						1,832.56
75670						
10/25	10/17/2025	75670	WISCONSIN LIBRARY AS	24123	LIBRARY/WLA MEMBERSHIP GEORGE ANNUAL	171.00
Total 75670:						171.00
75671						
10/25	10/17/2025	75671	WISCONSIN STATE LABO	821402	FLOURIDE 09.03.25	31.00
Total 75671:						31.00
75672						
10/25	10/24/2025	75672	ALL-WAYS CONTRACTO	63596	TOPSOIL FOR CEMETERY	60.00
Total 75672:						60.00
75673						
10/25	10/24/2025	75673	AMAZON CAPITAL SERVI	11WR-NTDL-C	LIBRARY/JUV PICTURE BOOK REPLACEMENT	9.81
10/25	10/24/2025	75673	AMAZON CAPITAL SERVI	19FY-CCY1-9	LIBRARY/JUV PROGRAM	119.36
10/25	10/24/2025	75673	AMAZON CAPITAL SERVI	1LHP-Y1GQ-9	LIBRARY/YA PROGRAM	23.84
10/25	10/24/2025	75673	AMAZON CAPITAL SERVI	1NKY-NL3G-6	LIBRARY/ADULT CDS 3	38.75
10/25	10/24/2025	75673	AMAZON CAPITAL SERVI	1P3X-XCWT-C	LIBRARY/ADULT PROGRAM	36.62
10/25	10/24/2025	75673	AMAZON CAPITAL SERVI	1TRV-HCMY-9	LIBRARY/ADULT FIC	45.93
10/25	10/24/2025	75673	AMAZON CAPITAL SERVI	1WYN-6HDX-	LIBRARY/FRIENDS.LIBRARY OF THINGS	32.09
Total 75673:						306.40
75674						
10/25	10/24/2025	75674	ASSOCIATED APPRAISAL	182654	ASSESSOR/FULL VALUE MAINT-SEPT 2025	3,666.67
Total 75674:						3,666.67
75675						
10/25	10/24/2025	75675	BATZNER PEST CONTRO	84181732	LIBRARY/PEST MGMT OCT 2025	124.18
Total 75675:						124.18

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Description	Check Amount
75676						
10/25	10/24/2025	75676	CASELLE LLC	INV-07791	CIVIC SUPPORT 7/01/25 THRU 12/31/25	6,976.00
Total 75676:						6,976.00
75677						
10/25	10/24/2025	75677	CENTER POINT LARGE P	2198917	LIBRARY/2 LARGE PRINT BOOKS	51.54
Total 75677:						51.54
75678						
10/25	10/24/2025	75678	CINTAS CORPORATION	5295905307	CINTAS FIRST AID (OCTOBER)	131.59
Total 75678:						131.59
75679						
10/25	10/24/2025	75679	DIAMOND VOGEL PAINT	273183655	TRAFFIC/MARKING PAINT/SUPPLIES	1,350.00
Total 75679:						1,350.00
75680						
10/25	10/24/2025	75680	GORDIE BOUCHER FOR	816456	#638/#637 REAR BRAKE PADS	118.22
Total 75680:						118.22
75681						
10/25	10/24/2025	75681	INGRAM LIBRARY SERVI	89935197	LIBRARY/INGRAM BOOKS	309.10
10/25	10/24/2025	75681	INGRAM LIBRARY SERVI	90983711	LIBRARY/INGRAM BOOKS	781.46
10/25	10/24/2025	75681	INGRAM LIBRARY SERVI	91022388	LIBRARY/INGRAM BOOKS	281.02
Total 75681:						1,371.58
75682						
10/25	10/24/2025	75682	JANI-KING OF MILWAUKE	MIL10250343	LIBRARY/JANITORIAL SVC OCTOBER 2025	2,784.02
Total 75682:						2,784.02
75683						
10/25	10/24/2025	75683	KUJAWA ENTERPRISES I	524598	LIBRARY/LANDSCAPE MNT- OCT 2025	2,313.25
Total 75683:						2,313.25
75684						
10/25	10/24/2025	75684	LANGE ENTERPRISES IN	91881	DIVIDED HIGHWAY/SCHOOL CROSSING SIGN	133.29
Total 75684:						133.29
75685						
10/25	10/24/2025	75685	LINDE GAS & EQUIPMEN	52536729	DPW/ACETYLENE & OXYGEN	235.72
Total 75685:						235.72
75686						
10/25	10/24/2025	75686	MID CITY CORPORATION	PAY APP NO 6	WELL 4 HMO TREATMENT- PAYMENT 6	366,845.36

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Total 75686:						366,845.36
75687						
10/25	10/24/2025	75687	MIDWEST TAPE	507846472	LIBRARY/2 ADULT CD	22.48
10/25	10/24/2025	75687	MIDWEST TAPE	507846474	LIBRARY/4 ADULT DVD	110.96
Total 75687:						133.44
75688						
10/25	10/24/2025	75688	MOTION & CONTROL EN	f75879-001	#503 HYDRAULIC WHEEL MOTOR HOSES	131.71
Total 75688:						131.71
75689						
10/25	10/24/2025	75689	NAPA AUTO PARTS	171574	#119 NEW GAS CAP	11.86
10/25	10/24/2025	75689	NAPA AUTO PARTS	171576	#119 NEW GAS CAP	11.86-
10/25	10/24/2025	75689	NAPA AUTO PARTS	172791	#637 FRONT BRAKE PADS	36.08-
10/25	10/24/2025	75689	NAPA AUTO PARTS	173107	#646 OIL FILTER	56.64
10/25	10/24/2025	75689	NAPA AUTO PARTS	173356	TIE DOWN RACKET STRAPS	111.99-
10/25	10/24/2025	75689	NAPA AUTO PARTS	173908	OIL DRY FOR SHOP	37.36
10/25	10/24/2025	75689	NAPA AUTO PARTS	174288	#638 REAR BRAKE PADS	26.36
10/25	10/24/2025	75689	NAPA AUTO PARTS	190076	#401 REAR ENGINE OIL/FUEL FILTERS	68.32
10/25	10/24/2025	75689	NAPA AUTO PARTS	190133	#401 REAR ENGINE IGNITION SWITCH	13.59
Total 75689:						54.20
75690						
10/25	10/24/2025	75690	NORTHERN LAKE SERVI	2517185	WELL 2 AND WELL 4 RADIUM TEST	766.64
10/25	10/24/2025	75690	NORTHERN LAKE SERVI	2517730	BACTERIA 10.06.25	116.00
Total 75690:						882.64
75691						
10/25	10/24/2025	75691	PEWAUKEE UTILITY	10102025	LIBRARY/WATER SEWER FIRE	580.94
10/25	10/24/2025	75691	PEWAUKEE UTILITY	2025 Q3 UTIL	4-1031-00 - 1515 SUNNYRIDGE RD 9.30.25 UTILITIES	11,825.88
Total 75691:						12,406.82
75692						
10/25	10/24/2025	75692	REMY BATTERY CO, INC	5531792	#638 CAR BATTERY (BETTER)	270.00
Total 75692:						270.00
75693						
10/25	10/24/2025	75693	RHYME BUSINESS PROD	39913789	VH COPIES & LEASE	397.81
10/25	10/24/2025	75693	RHYME BUSINESS PROD	40144131	VH COPIES & LEASE	272.81
Total 75693:						670.62
75694						
10/25	10/24/2025	75694	RUEKERT & MIELKE, INC	159697	GIS UPDATES	1,735.80
10/25	10/24/2025	75694	RUEKERT & MIELKE, INC	159698	WELL 7 - PSC MTG PREP AND DESIGN	4,195.85
10/25	10/24/2025	75694	RUEKERT & MIELKE, INC	159700	NR854 WATER STUDY	375.50
10/25	10/24/2025	75694	RUEKERT & MIELKE, INC	159701	SCADA GENERATOR ALARM	388.10
10/25	10/24/2025	75694	RUEKERT & MIELKE, INC	159703	WELL 6 PFAS CONSTRUCTION ADMINISTRATION	6,775.00

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10/25	10/24/2025	75694	RUEKERT & MIELKE, INC	159704	WELL 4 CONSTRUCTION ADMINISTRATION	6,621.15
Total 75694:						20,091.40
75695						
10/25	10/24/2025	75695	SAFETY-KLEEN SYSTEM	98228754	30G PARTS WASHER SOLVENT	316.12
Total 75695:						316.12
75696						
10/25	10/24/2025	75696	SCHMITZ READY MIX, IN	1213642-IN	VALVE MANHOLE ABANDONMENT	442.00
Total 75696:						442.00
75697						
10/25	10/24/2025	75697	SHERWIN INDUSTRIES I	SC064574	SHERWIN INDUSTRIES MASTIC MANHOLE REPAIR (2 PALLETS)	3,456.00
Total 75697:						3,456.00
75698						
10/25	10/24/2025	75698	SHERWIN-WILLIAMS CO	9248-9	5 GALLON PAIL PAINT STRAINER	17.79
Total 75698:						17.79
75699						
10/25	10/24/2025	75699	TAYLOR COMPUTER SER	28531	LIBRARY/MANAGED SERVICES OCT 2025	863.00
Total 75699:						863.00
75700						
10/25	10/28/2025	75700	MICHAEL TAYLOR	25-101	LAIMON PARK CONCRETE PATIO TO REPLACE DECK	17,500.00
Total 75700:						17,500.00
75701						
10/25	10/31/2025	75701	AB DATA, LLC	2025POSTAG	2025 TAX BILL PRINTING/MAILING	1,868.54
Total 75701:						1,868.54
75702						
10/25	10/31/2025	75702	ASSOCIATED APPRAISAL	183152	ASSESSOR/FULL VALUE MAINT-OCT 2025	3,666.67
Total 75702:						3,666.67
75703						
10/25	10/31/2025	75703	BICKLER, JAY E	690167569aee	ARBORIST ELECTRICAL SAFETY TRAINING	40.00
Total 75703:						40.00
75704						
10/25	10/31/2025	75704	CINTAS CORPORATION	4245974985	VILLAGE HALL (OCTOBER) MATS EXCHANGE	43.70
10/25	10/31/2025	75704	CINTAS CORPORATION	4246379111	WATER UNIFORMS	271.18
Total 75704:						314.88

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75705						
10/25	10/31/2025	75705	FRICK, PARKER	10162025	POLICE/FRICK EAR PIECE FOR RADIO UNIFORM ALLOWANCE	92.43
10/25	10/31/2025	75705	FRICK, PARKER	10212025	POLICE/FRICK UTV/ATV SAFETY COURSE REIMBURSEMENT	37.70
Total 75705:						130.13
75706						
10/25	10/31/2025	75706	HAWKINS INC	7220635	CHLORINE	2,216.38
Total 75706:						2,216.38
75707						
10/25	10/31/2025	75707	INGRAM LIBRARY SERVI	91093574	LIBRARY/INGRAM BOOKS	269.02
10/25	10/31/2025	75707	INGRAM LIBRARY SERVI	91101472	LIBRARY/INGRAM BOOKS	397.99
10/25	10/31/2025	75707	INGRAM LIBRARY SERVI	91157879	LIBRARY/INGRAM BOOKS	338.27
10/25	10/31/2025	75707	INGRAM LIBRARY SERVI	91195263	LIBRARY/INGRAM BOOKS	234.56
10/25	10/31/2025	75707	INGRAM LIBRARY SERVI	91195264	LIBRARY/INGRAM BOOKS	217.72
10/25	10/31/2025	75707	INGRAM LIBRARY SERVI	91226115	LIBRARY/INGRAM BOOKS	704.10
10/25	10/31/2025	75707	INGRAM LIBRARY SERVI	91263203	LIBRARY/INGRAM BOOKS	207.23
10/25	10/31/2025	75707	INGRAM LIBRARY SERVI	91290582	LIBRARY/INGRAM BOOKS	355.60
Total 75707:						2,724.49
75708						
10/25	10/31/2025	75708	LAKE PEWAUKEE SANIT	2025-08-L	LAKE PATROL BUOYS PERIOD OF USE AGREEMENT PULLING	2,000.00
Total 75708:						2,000.00
75709						
10/25	10/31/2025	75709	MADISON NATIONAL LIF	1728304	DISABILITY INSURANCE/NOVEMBER 2025	2,540.29
Total 75709:						2,540.29
75710						
10/25	10/31/2025	75710	MIDWEST TAPE	507875094	LIBRARY/6 ADULT DVD	158.94
10/25	10/31/2025	75710	MIDWEST TAPE	507875096	LIBRARY/1 ADULT DVD	17.99
10/25	10/31/2025	75710	MIDWEST TAPE	507875097	LIBRARY/LADISH DONATION/PLAYAWAYS	741.45
Total 75710:						918.38
75711						
10/25	10/31/2025	75711	MOTION & CONTROL EN	f78017-001	#503 HYDRAULIC WHEEL MOTOR HOSES	128.62
Total 75711:						128.62
75712						
10/25	10/31/2025	75712	NORTHERN LAKE SERVI	2518308	BACTERIA 10.13.25	116.00
Total 75712:						116.00
75713						
10/25	10/31/2025	75713	PAYNE & DOLAN INC	10-00047749	PAYNE DOLAN HOT MIX (HICKORY ST)	1,477.36
Total 75713:						1,477.36

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Description	Check Amount
75714						
10/25	10/31/2025	75714	PUBLIC SERVICE COMMI	2509-I-04620	PSC APPLICATION REVIEW- RATE CASE 2025	1,462.62
Total 75714:						1,462.62
75715						
10/25	10/31/2025	75715	RA SMITH, INC	191114	QUIET ZONE DESIGN	3,168.25
10/25	10/31/2025	75715	RA SMITH, INC	191124	CHARGE BACK - CHRISTIAN BROTHER AUTO - POND/STORM W	686.25
10/25	10/31/2025	75715	RA SMITH, INC	191125	CHARGE BACK - THE GLEN	325.75
10/25	10/31/2025	75715	RA SMITH, INC	191126	CHARGE BACK - CHRISTIAN BROTHERS AUTO	2,694.75
10/25	10/31/2025	75715	RA SMITH, INC	191127	CHARGE BACK - BUBBLES FOAM FARM	1,129.75
10/25	10/31/2025	75715	RA SMITH, INC	191128	219 PARK AVE - COLLAPSED STORM SEWER REPAIR EASEMEN	1,066.00
Total 75715:						9,070.75
75716						
10/25	10/31/2025	75716	STREICHERS	1782874	POLICE/TYLER ARMORY AMMO	630.00
10/25	10/31/2025	75716	STREICHERS	1782876	POLICE/FISCHER SCHNEIDER NEW HOLSTER	214.99
Total 75716:						844.99
75717						
10/25	10/31/2025	75717	TAYLOR COMPUTER SER	28131A	POLICE/IT MONTHLY BILLING JULY 2025	366.75
10/25	10/31/2025	75717	TAYLOR COMPUTER SER	28532	POLICE/MONTHLY IT BILLING FOR OCTOBER	547.95
Total 75717:						914.70
75718						
10/25	10/31/2025	75718	WAUKESHA COUNTY TE	S0876499	LAKE PATROL/ VEHICLE PURSUIT AND FIREARMS TRAINING FE	487.75
Total 75718:						487.75
300000649						
10/25	10/23/2025	300000649	ACH RHYME BUSINESS	39913789	VH COPIES & LEASE	397.81- V
Total 300000649:						397.81-
300000662						
10/25	10/01/2025	300000662	ACH DELTA DENTAL OF	974776	DENTAL - OCTOBER 2025	735.94
Total 300000662:						735.94
300000665						
10/25	10/10/2025	300000665	ACH RHYME BUSINESS	40104617	COURT COPIES	416.39
Total 300000665:						416.39
300000668						
10/25	10/01/2025	300000668	ACH WE ENERGIES	5622280649	419 CHESHIRE LN - STREET LIGHT	3,966.40
Total 300000668:						3,966.40
300000669						
10/25	10/03/2025	300000669	ACH WE ENERGIES	5625817682	W240N3301 CTY RD J -STANDPIPE	13,187.11

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Description	Check Amount
Total 300000669:						13,187.11
300000670						
10/25	10/14/2025	300000670	ACH MENARDS-CAPITAL	1665109024	LP EXCHANGE STREETS/MASTIC	330.13
Total 300000670:						330.13
300000671						
10/25	10/23/2025	300000671	ACH RHYME BUSINESS	40144131	VH COPIES & LEASE	.00 V
Total 300000671:						.00
300000672						
10/25	10/20/2025	300000672	ACH KWIK TRIP INC - FU	9/2025	SEWER- DEPT 2025	4,783.60
Total 300000672:						4,783.60
300000674						
10/25	10/03/2025	300000674	ACH WI EMPLOYEE TRU	NOVEMBER 2	NOVEMBER 2025 DENTAL	71,202.20
Total 300000674:						71,202.20
300000677						
10/25	10/21/2025	300000677	ACH WE ENERGIES	5648248540	235 HICKORY -VILLAGE HALL - ELECTRIC	5,832.43
Total 300000677:						5,832.43
300000678						
10/25	10/16/2025	300000678	ACH WI DEPT OF REVEN	93025	3RD QTR-2025 SALES TAX	392.76
Total 300000678:						392.76
300000680						
10/25	10/16/2025	300000680	ACH WE ENERGIES	5641224269	552 HICKORY/ MUNICIPAL STORAGE	26.56
10/25	10/16/2025	300000680	ACH WE ENERGIES	5641375993	497 PARK AVE -SEWER-MAPLE LIFT	90.60
10/25	10/16/2025	300000680	ACH WE ENERGIES	5641438209	1000 HICKORY/PUBLIC WORKS GAS SERVICE	101.77
Total 300000680:						218.93
300000681						
10/25	10/21/2025	300000681	ACH WE ENERGIES	5648248199	1205 W WISCONSIN AVE - LIFT #1 PUMP - ELEC	3,515.36
10/25	10/21/2025	300000681	ACH WE ENERGIES	5648248605	235 HICKORY ST -STREET LIGHT CLASS C & D ELEC	330.19
Total 300000681:						3,845.55
300000682						
10/25	10/29/2025	300000682	ACH WE ENERGIES	5656981624	LIBRARY/GAS/ELECTRIC 9.08.2025-10.06.2028	3,231.94
Total 300000682:						3,231.94
300000683						
10/25	10/04/2025	300000683	ACH NORTH SHORE BAN	2025-10	INV 212123 -YA PROGRAM/CREDIT	6,014.28
Total 300000683:						6,014.28

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Description	Check Amount
300000684						
10/25	10/14/2025	300000684	ACH MENARDS-CAPITAL	1665109024	VILLAGE HALL FURNANCE FILTER RETURN	290.17
Total 300000684:						290.17
300000685						
10/25	10/30/2025	300000685	ACH WE ENERGIES	5659705205	419 CHESCHIRE LN - STREET LIGHT	3,633.84
Total 300000685:						3,633.84
300000686						
10/25	10/02/2025	300000686	ACH ZIFT	1022025	ZIFT FEES 10/2/2025	17.50
Total 300000686:						17.50
300000687						
10/25	10/20/2025	300000687	ACH US BANK	2025-10	INV 114-8043114-7370648-TRAUMA KIT	37,479.87
Total 300000687:						37,479.87
Grand Totals:						1,421,596.

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
110-00-21337-000-100	2,502.82	.00	2,502.82
110-00-21337-000-200	69,435.32	.00	69,435.32
110-00-21337-000-300	2,540.29	.00	2,540.29
110-00-21337-000-400	758.84	.00	758.84
110-00-21400-000-000	1,389.63	486,666.28-	485,276.65-
110-00-21761-000-000	72.14	.00	72.14
110-00-44900-000-000	185.06	.00	185.06
110-00-45100-000-000	4,519.51	.00	4,519.51
110-00-46100-000-000	5.02	.00	5.02
110-00-51120-000-000	6,988.50	.00	6,988.50
110-00-51120-000-100	5,348.86	.00	5,348.86
110-00-51200-000-140	322.51	.00	322.51
110-00-51300-000-000	5,410.00	.00	5,410.00
110-00-51300-000-110	981.75	.00	981.75
110-00-51320-000-000	1,764.00	.00	1,764.00
110-00-51400-000-140	32.73	.00	32.73
110-00-51420-000-140	4,089.65	275.00-	3,814.65
110-00-51440-000-000	309.91	.00	309.91
110-00-51450-000-000	106.48	.00	106.48
110-00-51460-000-000	586.58	335.30-	251.28
110-00-51470-000-000	46.88	.00	46.88
110-00-51510-000-000	1,375.00	.00	1,375.00
110-00-51511-000-000	1,868.54	.00	1,868.54
110-00-51520-000-000	7,333.34	.00	7,333.34
110-00-51520-000-140	1,832.56	.00	1,832.56
110-00-51600-000-310	2,754.00	39.96-	2,714.04
110-00-51612-000-000	316.56	.00	316.56
110-00-51980-000-000	3,139.20	.00	3,139.20

GL Account	Debit	Credit	Proof
110-00-52100-000-310	3,476.36	36.08-	3,440.28
110-00-52100-000-320	979.24	.00	979.24
110-00-52100-000-330	2,394.68	335.32-	2,059.36
110-00-52100-000-340	19.99	.00	19.99
110-00-52100-000-350	1,019.14	.00	1,019.14
110-00-52100-000-360	954.70	.00	954.70
110-00-52100-000-361	169.00	.00	169.00
110-00-52100-000-380	222.12	.00	222.12
110-00-52100-000-400	595.56	.00	595.56
110-00-52200-000-000	224,548.33	.00	224,548.33
110-00-53100-000-120	10,228.55	.00	10,228.55
110-00-53310-000-310	20,601.76	.00	20,601.76
110-00-53310-000-311	8,719.31	111.99-	8,607.32
110-00-53330-000-310	4,576.02	255.98-	4,320.04
110-00-53420-000-310	7,992.03	.00	7,992.03
110-00-53470-000-310	1,526.85	.00	1,526.85
110-00-53620-000-000	23,762.09	.00	23,762.09
110-00-53635-000-000	7,092.97	.00	7,092.97
110-00-53640-000-310	67.95	.00	67.95
110-00-55200-000-000	17,516.00	.00	17,516.00
110-00-55300-000-000	22,072.58	.00	22,072.58
110-00-56600-000-000	3,505.00	.00	3,505.00
200-00-21400-000-000	.00	46,021.70-	46,021.70-
200-00-53300-000-100	46,021.70	.00	46,021.70
600-00-21400-000-000	.00	806,188.57-	806,188.57-
600-00-50605-002-000	3,848.33	.00	3,848.33
600-00-50605-004-000	414.03	.00	414.03
600-00-50605-006-000	61.89	.00	61.89
600-00-50622-000-000	8,962.54	.00	8,962.54
600-00-50625-003-000	4,207.39	.00	4,207.39
600-00-50630-003-000	1,203.64	.00	1,203.64
600-00-50631-002-000	4,290.57	.00	4,290.57
600-00-50631-003-000	5,956.26	.00	5,956.26
600-00-50641-001-000	320.56	.00	320.56
600-00-50650-002-000	84.64	.00	84.64
600-00-50651-002-000	8,461.45	.00	8,461.45
600-00-50651-003-000	442.00	.00	442.00
600-00-50652-002-000	888.75	.00	888.75
600-00-50653-005-000	79.98	.00	79.98
600-00-50653-006-000	345.06	.00	345.06
600-00-50655-002-000	229.71	.00	229.71
600-00-50700-001-000	607.86	.00	607.86
600-00-50700-003-000	53.88	.00	53.88
600-00-50903-004-000	1,364.29	.00	1,364.29
600-00-50904-001-000	361.56	.00	361.56
600-00-50923-001-000	2,492.25	.00	2,492.25
600-00-50923-002-000	375.50	.00	375.50
600-00-50923-003-000	1,338.00	.00	1,338.00
600-00-50923-005-000	150.96	.00	150.96
600-00-50928-002-000	3,150.34	.00	3,150.34
600-00-50930-004-000	129.88	.00	129.88
600-00-50931-001-000	756,367.25	.00	756,367.25
650-00-21400-000-000	42.00	5,920.20-	5,878.20-
650-00-53100-000-140	1,251.95	.00	1,251.95
650-00-53310-000-310	217.48	.00	217.48
650-00-53310-100-310	724.58	.00	724.58
650-00-53330-100-310	623.45	.00	623.45

GL Account	Debit	Credit	Proof
650-00-53440-000-310	3,102.74	42.00-	3,060.74
675-00-21400-000-000	.00	17.79-	17.79-
675-00-53470-000-310	17.79	.00	17.79
700-00-21400-000-000	.00	14,710.85-	14,710.85-
700-00-50821-000-000	324.51	.00	324.51
700-00-50822-002-000	3,215.48	.00	3,215.48
700-00-50822-003-000	65.97	.00	65.97
700-00-50822-004-000	3,548.08	.00	3,548.08
700-00-50822-005-000	420.09	.00	420.09
700-00-50822-010-000	42.54	.00	42.54
700-00-50822-011-000	279.18	.00	279.18
700-00-50831-005-000	80.82	.00	80.82
700-00-50835-002-000	366.04	.00	366.04
700-00-50836-000-000	361.56	.00	361.56
700-00-50851-004-000	4,345.44	.00	4,345.44
700-00-50852-003-000	75.48	.00	75.48
700-00-50852-006-000	78.97	.00	78.97
700-00-50856-002-000	456.69	.00	456.69
700-00-50990-000-000	1,050.00	.00	1,050.00
800-00-21400-000-000	.00	877.59-	877.59-
800-00-59610-000-000	877.59	.00	877.59
900-00-21400-000-000	.08	37,890.05-	37,889.97-
900-00-48500-000-300	61.51	.00	61.51
900-00-55110-000-140	2.16	.00	2.16
900-00-55110-000-141	11,905.83	.00	11,905.83
900-00-55110-000-142	664.89	.00	664.89
900-00-55110-000-143	8,719.62	.00	8,719.62
900-00-55110-000-144	415.71	.00	415.71
900-00-55110-000-146	183.60	.00	183.60
900-00-55110-000-160	580.94	.00	580.94
900-00-55110-000-310	7,841.22	.00	7,841.22
900-00-55110-000-311	3,596.90	.00	3,596.90
900-00-55110-000-312	833.93	.00	833.93
900-00-55110-000-313	733.66	.08-	733.58
900-00-55110-000-500	2,350.08	.00	2,350.08
950-00-21400-000-000	.00	3,463.75-	3,463.75-
950-00-52000-000-000	139.52	.00	139.52
950-00-52100-000-140	30.02	.00	30.02
950-00-52100-000-145	106.71	.00	106.71
950-00-52100-000-300	3,187.50	.00	3,187.50
960-00-20235-000-000	600.00	.00	600.00
960-00-21400-000-000	.00	21,271.15-	21,271.15-
960-00-40622-002-000	141.17	.00	141.17
960-00-51960-000-000	139.52	.00	139.52
960-00-55200-000-140	411.92	.00	411.92
960-00-55200-000-150	1,252.09	.00	1,252.09
960-00-55200-000-156	180.00	.00	180.00
960-00-55200-000-165	1,046.45	.00	1,046.45
960-00-57610-000-000	17,500.00	.00	17,500.00
Grand Totals:	1,424,459.64	1,424,459.64-	.00

GL Account	Debit	Credit	Proof
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Report Criteria:
Report type: Invoice detail
Check.Type = {<>} "Adjustment"