



CALL TO ORDER

ROLL CALL

STATEMENT OF PUBLIC NOTICE

PUBLIC COMMENT *City Residents and Taxpayers Only - Speakers will be limited to making comments related to all agenda items excluding closed session items relating to employment and labor issues. Comments will be limited to three minutes per speaker per agenda item. There will be no discussion by/with the Common Council during Public Comment.*

COMMUNICATIONS FROM THE MAYOR'S OFFICE

PUBLIC HEARING

To consider the petition of Wisco Carts & Milwaukee Camper Rental to be granted a rezoning from B-2 - Local Service Center District to B-3 - General Business District for the purpose of allowing the sale and service of new and used golf carts and camper rental on the property.

[Public Hearing Notice-Wisco Carts.pdf](#)

[Staff Memo-Wisco Carts Rezoning.pdf](#)

UNFINISHED BUSINESS

Resolution #101-2020 - Approval of Solid Waste Services Contract for 2021-2025 with GFL Muskego, LLC for Refuse and Recycling Collection. On the floor, deferred December 8, 2020.

[CCR2020101-Contract-Refuse and Recycling.docx](#)

[Recycling and Refuse Contract - Final.docx](#)

[Staff Memo - Recycling and Refuse Contract.docx](#)

[2020 Form 1A- Cost Proposal - GFL.docx](#)

CONSENT AGENDA

Approval of Common Council Minutes - January 12, 2021

[CCM01122021.docx](#)

Approval of Operator Licenses

[OP LIC 20210126.docx](#)

Resolution #007-2021 - Approval of Lease Agreement with Jack King for Kelsey Drive Conservation Site

[CCR2021007-King-Lease.docx](#)

[CCR2021007-King 2021-22 Farm Lease \(Agreement\).docx](#)

Resolution #008-2021 - Approval of Lease Agreement with Robert Stigler for the Badertscher Preserve

[CCR2021008-Stigler-Lease.docx](#)

[CCR2021008-Stigler 2021-22 Farm Lease \(Agreement\).docx](#)

Resolution #009-2021 - Approval of Lease Agreement with Karl Thiesenhusen for the Tillable Lands at Park Arthur

[CCR2021009-Thiesenhusen-Lease.docx](#)

[CCR2021009-Thiesenhusen 2021-22 Farm Lease \(Agreement\).docx](#)

Resolution #010-2021 - Award of Bid for Portable Toilet Facilities Services

[CCR2021010-Portable Toilets.doc](#)

[CCR2021010-Attachment.pdf](#)

Resolution #011-2021 - Award of Bid - Hillendale Road Project

[CCR2021011-Bid-Hillendale Road Project.docx](#)

[Staff Memo-Hillendale Drive Road Project.docx](#)

NEW BUSINESS

REVIEW OF COMMITTEE REPORTS

Finance Committee - December 8, 2020

[FCM20201208.docx](#)

FIRST READING OF ORDINANCES AND POSSIBLE SECOND READING IF RULES WAIVED

Ordinance #1455 - An Ordinance to Amend the Zoning Map of the City of Muskego (Wisconsin Carts and Milwaukee Camper Rental - B-2 to B-3)

[ORD20211455-Rezone-Wisconsin Carts.doc](#)

Ordinance #1456 - An Ordinance to Amend Chapter 267, Sections 267-4., 267-6., 267-7. C. and 267-18., of the Municipal Code of the City of Muskego (Peddlers, Solicitors and Transient Merchants)

[ORD20211456-Peddlers.docx](#)

VOUCHER APPROVAL

- Utility Vouchers
- Tax Vouchers
- General Fund Vouchers
- Wire Transfers for Payroll/Invoice Transmittals

Voucher Reports

[Vouchers - Total.pdf](#)

[Vouchers - Alpha Report.pdf](#)

CITY OFFICIALS' REPORTS

COMMUNICATIONS AND MISCELLANEOUS BUSINESS AS AUTHORIZED BY LAW

Updates from Aldermanic Liasons

- Muskego Senior Taxi - Alderperson Wolfe

- Muskego Festival Committee - Alderperson Hammel
- Muskego Historical Society - Alderperson Kapusta
- Little Muskego Lake District - Alderperson Engelhardt
- Advanced Disposal Services Emerald Park Landfill Standing Committee - Alderperson Madden

FUTURE AGENDA ITEMS

ADJOURNMENT

NOTICE

IT IS POSSIBLE THAT MEMBERS OF AND POSSIBLY A QUORUM OF MEMBERS OF OTHER GOVERNMENTAL BODIES OF THE MUNICIPALITY MAY BE IN ATTENDANCE AT THE ABOVE-STATED MEETING TO GATHER INFORMATION; NO ACTION WILL BE TAKEN BY ANY GOVERNMENTAL BODY AT THE ABOVE-STATED MEETING OTHER THAN THE GOVERNMENTAL BODY SPECIFICALLY REFERRED TO ABOVE IN THIS NOTICE.

ALSO, UPON REASONABLE NOTICE, EFFORTS WILL BE MADE TO ACCOMMODATE THE NEEDS OF DISABLED INDIVIDUALS THROUGH APPROPRIATE AIDS AND SERVICES. FOR ADDITIONAL INFORMATION OR TO REQUEST THIS SERVICE, CONTACT MUSKEGO CITY HALL, (262) 679-4100.

**CITY OF MUSKEGO
NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE that the Common Council of the City of Muskego will hold a Public Hearing at 6:00 PM, or shortly thereafter, on Tuesday, January 26, 2021, at Muskego City Hall, W182 S8200 Racine Avenue, to consider the following:

Upon the petition of Wisco Carts & Milwaukee Camper Rental shall the following area described as:

Tax Key No. 2225.984 / S80 W19025 Janesville Road

Be granted a rezoning from B-2 – Local Service Center District to B-3 – General Business District for the purpose of allowing the sale and service of new and used golf carts and camper rental on the property.

The petitioner's application is available for public inspection at the City of Muskego Planning Division office. All interested parties will be given an opportunity to be heard.

Plan Commission
City of Muskego

Publish in the Muskego NOW Newspaper on January 6, 2021 and January 13, 2021.

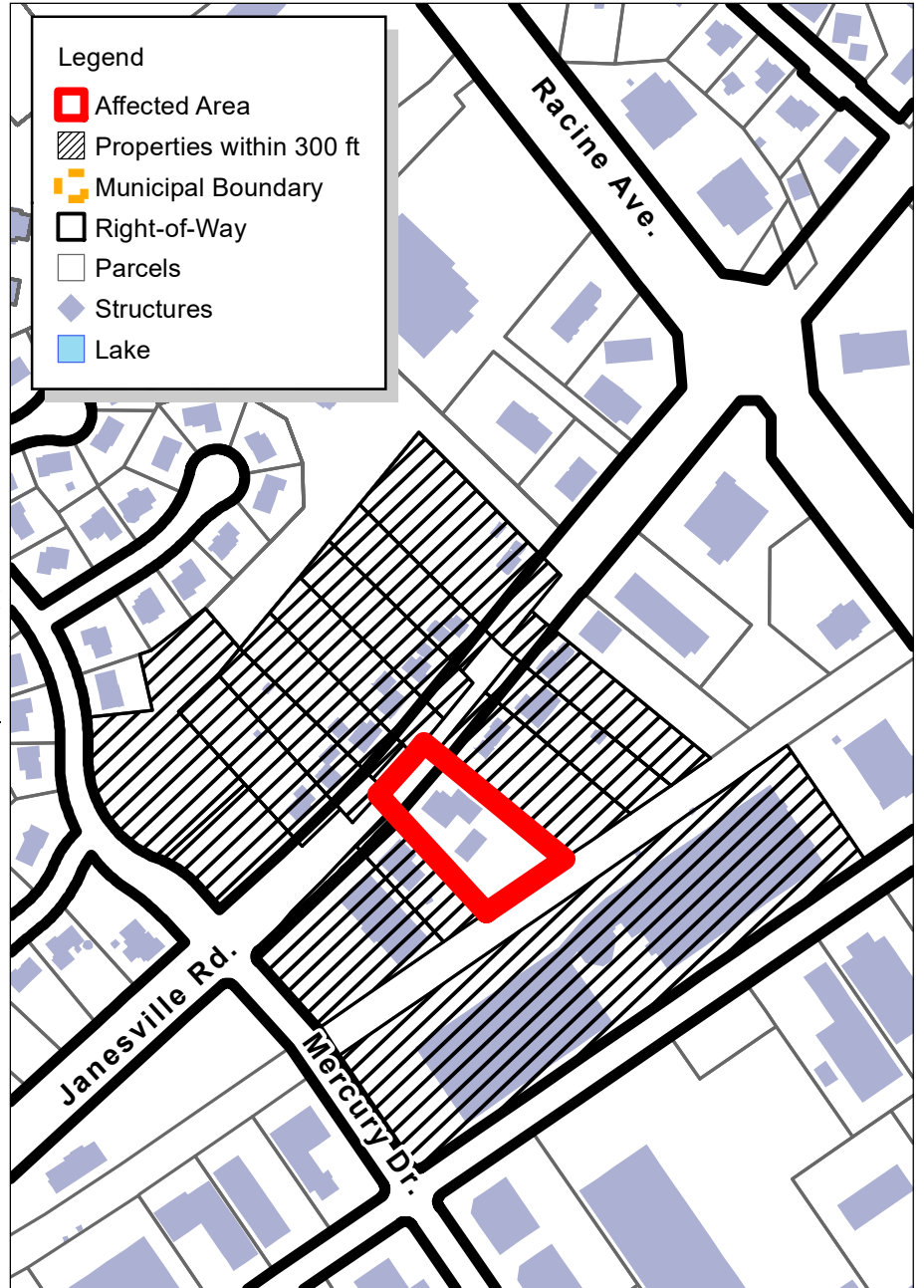
Dated this 29th day of December, 2020.

NOTICE

IT IS POSSIBLE THAT MEMBERS OF AND POSSIBLY A QUORUM OF MEMBERS OF OTHER GOVERNMENTAL BODIES OF THE MUNICIPALITY MAY BE IN ATTENDANCE AT THE ABOVE-STATED MEETING AND GATHER INFORMATION; NO ACTION WILL BE TAKEN BY ANY GOVERNMENTAL BODY AT THE ABOVE-STATED MEETING OTHER THAN THE GOVERNMENTAL BODY SPECIFICALLY REFERRED TO ABOVE IN THIS NOTICE.

NOTICE

"Please note that, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact the [Planning Division at City Hall, W182 S8200 Racine Avenue, \(262\) 679-4136.](#)"



CITY OF MUSKEGO
Staff Report to Common Council
January 26, 2021 Meeting

To: Common Council

From: Adam Trzebiatowski, AICP

Subject: Wisco Carts & Milwaukee Camper Rental Rezoning – B-2 to B-3

Date: January 20, 2021

Background Information:

The petitioners, George DeGraffenreid & Dan Sweeney of Wisco Carts & Milwaukee Camper Rental, are applying to rezone a property that they are looking to lease from Steve Ziegler, located on the south side of Janesville Road at S80 W19025 Janesville (Tax Key No. 2225.984) from B-2 – Local Service Center District to B-3 - General Business District. The B-3 district allows minimum lot sizes of 20,000 SF with a minimum average width of 100 feet. The 2020 Comprehensive Plan identifies this area for Commercial Uses and the proposal is consistent with the Comprehensive Plan so no Comprehensive Plan change is required as part of this rezoning request. The property was formerly the home to Paradise Pools.

The petitioners are requesting this rezoning in order to be able to locate their golf cart and camper rental business to this property. As part of the business operations they will be selling new and used golf carts in addition to servicing golf carts. Golf carts are being considered an automobile, or vehicle due to the operations of body work and engine repairs. Uses such as this that include the sales and service of automobiles or vehicles in general, are allowed in the B-3 District, subject to Plan Commission approval of a Building, Site and Operation (BSO) Plan and Conditional Use Grant (CUG).

NORTH LINE NORTHEAST 1/4 SECTION 17 - 5 - 20 587'30"00"W 115.08' NORTHEAST CORNER SECTION 17-5-20

PLAT OF SURVEY
-OF-

A PARCEL OF LAND IN THE NORTHEAST QUARTER OF SECTION 17, TOWN 5 NORTH, RANGE 20 EAST, CITY OF MUSKEGO, WAUKESHA COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 17; THENCE 87'30" WEST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION, 115.08 FEET TO A POINT ON THE CENTERLINE OF STATE TRUNK HIGHWAY "24"; THENCE SOUTH 37'10" WEST, ALONG SAID CENTERLINE, 979.40 FEET TO A POINT OF CURVE; THENCE ALONG SAID CENTERLINE AND THE ARC OF A CURVE 15.00 FEET, THE RADIUS OF 2865.0 FEET, THE CENTRAL ANGLE OF 0'18"00" AND THE CENTER OF WHICH IS IN A WESTERLY DIRECTION, THE CHORD OF WHICH BEARS SOUTH 37'19"00" WEST, 15.00 FEET TO THE PLACE OF BEGINNING OF THE PARCEL OF LAND HEREINAFTER DESCRIBED; THENCE CONTINUING ALONG SAID CENTERLINE OF S.T.H. "24" AND THE ARC OF A CURVE, 150.00 FEET, THE RADIUS OF WHICH IS 2865.0 FEET, THE CENTRAL ANGLE OF 3'00"00" AND THE CENTER OF WHICH IS IN A WESTERLY DIRECTION, THE CHORD OF WHICH BEARS SOUTH 38'58"00" WEST, 149.99 FEET; THENCE SOUTH 44'43"05" EAST, 341.88 FEET TO A POINT ON THE WESTERLY ELECTRIC COMPANY R.O.W.; THENCE NORTH 53'14' EAST, ALONG WESTERLY R.O.W. LINE, 205.93 FEET; THENCE NORTH 52'47'15" WEST, 390.75 FEET TO THE POINT OF BEGINNING.

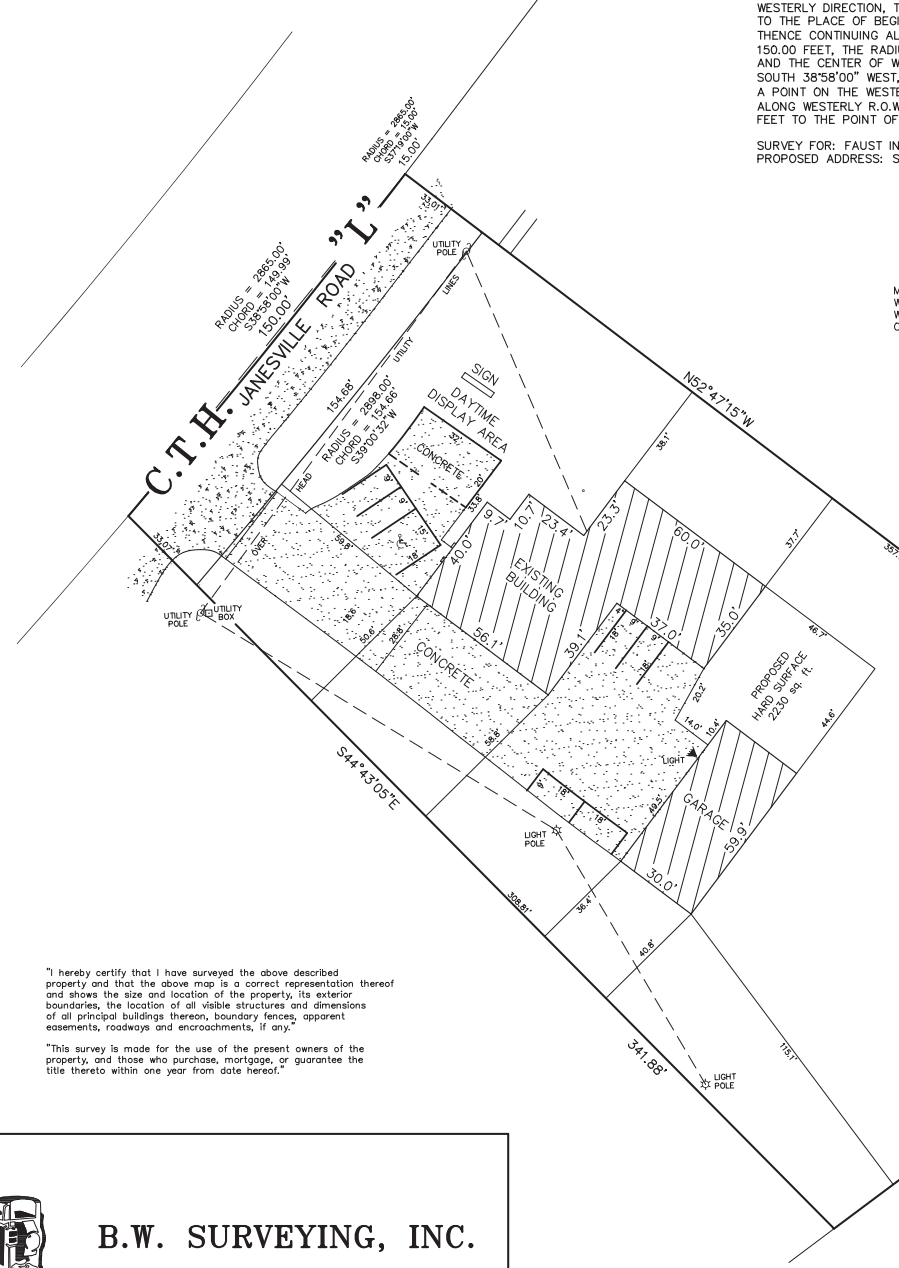
SURVEY FOR: FAUST INVESTMENTS, LLC
PROPOSED ADDRESS: S80 W19025 JANESVILLE ROAD

CRAIG FAUST

MONUMENTATION BY WRITTEN AGREEMENT WITH THE ABOVE NAMED CLIENT HAS BEEN WAIVED IN ACCORDANCE WITH A-E 7.01(2) OF THE WISCONSIN ADMINISTRATIVE CODE.

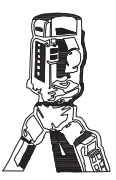
NOTE: REFER TO A CURRENT TITLE REPORT FOR EASEMENTS AND RESTRICTIONS WHICH MAY AFFECT THE USE OF THIS SITE.

BEARINGS HEREON RELATE TO THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 17-5-20, ASSUMED BEARING SOUTH 87'30"00" WEST.

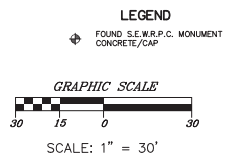


"I hereby certify that I have surveyed the above described property and that the above map is a correct representation thereof and shows the size and location of the property, its exterior boundaries, the location of all visible structures and dimensions of all principal buildings thereon, boundary fences, apparent easements, roadways and encroachments, if any."

"This survey is made for the use of the present owners of the property, and those who purchase, mortgage, or guarantee the title thereto within one year from date hereof."



B.W. SURVEYING, INC.
412 N. PINE STREET
BURLINGTON, WI 53105
(262)-767-0225



THIS IS NOT AN ORIGINAL PRINT UNLESS THIS SEAL IS RED.

ROBERT J. WETZEL S-1778

DRAWN BY:	bw	DATE:	JANUARY 12, 2021
CHECKED BY:	rw/dw	DRAWING NO.:	10313
JOB NO.:	10313	SHEET	1 OF 1

EXHIBIT B:

Wisco Carts & Milwaukee Camper Rental intended use for S80W19025 Janesville Rd, Muskego, WI:

Purpose of this request:

The address in question has been used previously and primarily for the past few years as a pool sales and service company. This site is currently zone B2. We are requesting a rezoning from B2 to B3 in order to use the property as a golf cart retail sales, service and a camper rental business.

Who we are:

Wisco Carts & Milwaukee Camper Rental are family owned and operated businesses. Milwaukee Camper Rental was started 10 years ago by Dan Sweeney and George DeGraffenreid. This business runs entirely on renting small campers to private parties between the months of April and October. We have 4-5 campers in the fleet.

Wisco Carts was formed in August of 2020 by George DeGraffenreid and Dan Sweeney and will sell new golf carts, used golf carts, and provide service repairs on golf carts in addition to running a retail web site selling golf cart parts.

Faust Investments is a property management company managing properties for Steve Ziegler.

Steve Ziegler is a prominent businessperson in Muskego as the owner of Inpro.

Hours of Operation:

9am-6pm Monday – Friday
8am-2pm Saturday
Closed Sunday

Employees:

Owners Dan and George

Signage and Lighting:

We will use the existing Paradise Pools backlit street sign of 4'x8' dimensions with our simple design. We are currently working with sign design teams. At the time of the commission meeting, we expect to have a design to share, but please **See Exhibit A1** as a possible option. We will also display hours of operation on the front door with standard door decals or signage you typically see on every other business in Muskego, WI. We will use the existing exterior lighting on site.

Traffic generation:

We will have peak traffic of 4 customer cars at any given time, with room for those customers and their families in the 1000 sq ft show room. Our parking area of 7 spaces (covered in the next section) should be ample for customers and employees.

Parking:

The front parking lot will be divided into 2 uses. The West portion of the lot directly in front of the main building will be for 3 Customer parking spaces, 2 - 9'x18', and a larger ADA space closest to the building providing extra room for exit/entry as noted in the survey completed by B.W. Surveying. The East area of the front parking lot, approximately 20'x32' will be for daytime display of up to 6 golf carts which will be moved out of our garage each morning, kept during the day for display, and moved back into garage at close of business. This display area is also noted on the survey. There will be an additional 4 spaces of parking in the rear of the main building. 2 spaces side by side in the back side of the existing building

and 2 spaces nose to tail by the West end of the garage along the side driveway closest to the west lawn separating S80W1905 from the Muskego Animal Hospital.

Golf cart and Camper Display:

Golf carts - We will use the front parking lot as noted on the survey for golf cart display and in the above parking section description. With the remainder of our golf carts stored in our ample garage storage as noted above. *******Purchased golf carts** will be loaded onto customer trailers in the rear of the existing building.

Campers - Most of the campers will be rented out during peak season June-September and will rarely be on site, but when they are on site, we are asking for the area South of the main building and West of the garage to be a hard surface. This area is currently limestone. As we understand it, the previous business/businesses installed limestone without a permit in this area. We would like to select an affordable, no dust hard surface to be used for camper storage. Limestone would be the most affordable, and would provide us the hard surface we need, would not create dust as it would not be traveled on. Concrete is the best solution, but also the most expensive. Asphalt could be another option. The existing size of this area is 2200 sq ft and we could have as many as 6 campers in storage at any given time.

We do not think we would need fencing around any part of this hard surface area. The front opens to the back driveway area of the main building and is not visible to the street. **See Exhibit C1.** Between the East side of the building and the neighbor to the east there is existing shrubbery and trees. **See Exhibit C2 & C3.** And, finally the rear of the proposed hard surface area cannot be seen from the walking path behind the building. **See Exhibit C4.**

*******An additional note on the camper rental process:** Our process will be two-fold. Once a customer parks in a parking spot and enters our building for their pre-arranged appointment, we will ask them to pull around to the back where we will pull a camper out of the storage area (with a golf cart) requested in the above *Parking* section and hook up the camper to their vehicle tow hitch. There will never be more than one camper rental at any time. Customers will return their campers to the same area behind the main building where the rental took place.

Main building use:

Front Showroom – We will use the existing showroom floor to park 4-5 golf carts along the East side wall and will use the interior blue walls to display accessories like seat fabric options, stereo component ideas, and tire and wheel combination options. We intend on using all existing interior lighting, electrical and current showroom floor options as they are currently. There is a small kitchen and bathroom that will remain and function as they are with no changes.

Garage and Backroom areas -

We intend on using all existing interior lighting, electrical and set up as they are currently including fixtures, shelving and storage areas.

Storage - There is currently a backroom area with shelving directly behind the south showroom floor wall that we will use as it is currently set-up as a storage area. There is also shelving along the interior walls of the warehouse area that we will use for storage of parts and accessories.

Repair work - The garage area in the southwest portion of the main building will be used as our repair area. This is where we will work on gas and electric golf carts providing repairs like new tires and wheels, battery replacements, light replacements and accessory additions like stereos and seats with seat belts.

Existing detached garage:

This building is where we will hold overnight storage of display golf carts as well as hold the additional golf cart inventory. We believe this and all indoor areas will be ample storage for the foreseeable future.

Additional considerations:

These businesses will not generate any additional noise, pollution, odors, vibration, electromagnetic radiation, glare, heat, nor disrupt or add to traffic along Janesville Rd.

These businesses will use the existing Recycling service provider. And will carry the MSDS for oil and golf cart batteries as required.

*******Future Expansion:**

We would like to consider using the lawn area behind the detached garage as a possible expansion for golf cart and camper parking and storage. We know we will have to install a fence using approved materials while also making that area a hard surface. That is only a possibility should the business needs grow.

EXHIBIT A1



WISCO CARTS

&



*Milwaukee
Camper Rental*

**COMMON COUNCIL - CITY OF MUSKEGO
RESOLUTION #101-2020**

**APPROVAL OF SOLID WASTE SERVICES CONTRACT FOR
2021-2025 WITH GFL MUSKEGO, LLC FOR
REFUSE AND RECYCLING COLLECTION**

WHEREAS, The City's current Contract with Advanced Disposal Services Solid Waste Midwest, LLC, now acquired by GFL Environmental, Inc., for hauling of refuse and recycling terminates December 31, 2020; and

WHEREAS, The City sent out a Request for Proposal (RFP) for the collection and hauling of refuse and recycling for the 2021-2025 calendar years; and

WHEREAS, Two Proposals were submitted by vendors; and

WHEREAS, Upon review of the Proposals, the Public Works and Development Director recommends acceptance of the one Proposal submitted by GFL Muskego, LLC as being in the best interest of the City for refuse and recycling collection; and

WHEREAS, Based upon said Proposal, a Contract has been negotiated by the parties, a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED That the Common Council of the City of Muskego does hereby approve the attached Contract with GFL Muskego, LLC for Refuse and Recycling Collection for the 2021-2025 calendar years subject to final review by the City Attorney.

BE IT FURTHER RESOLVED That the Mayor and Clerk-Treasurer are hereby authorized to sign the Contract and the City Attorney is authorized to make substantive changes to it as may be necessary in order to preserve the general intent thereof.

DATED THIS 26TH DAY OF JANUARY 2021.

SPONSORED BY:

Mayor Rick Petfalski

Deferred December 8, 2020

This is to certify that this is a true and accurate copy of Resolution #101-2020, which was adopted by the Common Council of the City of Muskego.

Deputy Clerk

SOLID WASTE SERVICES CONTRACT

For the City of Muskego (“City”)

City Representative

Scott Kroeger
Director of Public Works
W182 S8200 Racine Ave.
Muskego, WI 53150
262-679-5686

GFL Muskego, LLC (“Contractor”)

Contractor Representative

Jason Johnson
W144 S6350 College Court
Muskego, WI 53150
262-893-9156

Contract Effective Date: February 1, 2021

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THIS CONTRACT (“Contract”) is made and entered into this ____ day of _____, 2020, by and between the City of Muskego (hereinafter “City”) and GFL Muskego, LLC, a Wisconsin limited liability company (hereinafter “Contractor”).

PART 1. GENERAL TERMS AND CONDITIONS

RECITALS:

WHEREAS, the City recognizes that it is desirable that provisions be made for the regular and efficient Collection of Solid Waste (including Refuse and Recyclables) within the legal boundary limits of the City; and

WHEREAS, the City desires that an independent Contractor be utilized to perform said Collection services for properties within the legal boundary limits of the City and desires to enter into a Contract granting the Contractor the exclusive right to Collect the weekly generated Solid Waste materials from all single family and eligible multi-family Residential Customers within the City limits; and

WHEREAS, the City desires to reduce costs by minimizing the amount of Solid Waste being disposed in landfills, and increasing the amount of recyclable materials recovered within the City limits; and

WHEREAS, the City is the Responsible Unit for Recycling under Wisconsin Statutes § 287.09, must implement an “effective Recycling program” under Wisconsin Statutes § 287.11 for the benefit of it’s citizens, and has executed a public procurement process to obtain the services herein described; 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. DEFINITIONS AND INTERPETATION

1.01 INTERPRETATION

- 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 only and does not in any way control or affect the scope, intent, meaning, construction, interpretation, or effect of this Contract.
- C. **Examples.** Examples are for purpose of illustration only. If any example is ambiguous or conflicts with the text that it illustrates, the text governs.

1.02 DEFINITIONS

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.

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, mattresses and storage cabinets,
- tied rolls of carpeting meeting the following requirements:
 - not larger than 12 inches in diameter
 - no longer than 4 feet in length
- 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 18 inches in diameter
 - no longer than 4 feet in length
 - free of nails or with nails bent over
 - from construction projects, including garages and sheds.
- lawn mowers and snow blowers with no gas or oil in them,
- any item (other than lumber) that can be cut or broken down meeting the following requirements: not longer than 6 feet in length.
- appliances such as stoves, refrigerators, washers, dryers, etc.
- Christmas Trees

- Tires (One per week)

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 one tire per week/unit.

Collect, Collection, Collecting or other form thereof means any or all Solid Waste pickup(s) made by Contractor as required by this Contract.

Contract Service Area means the land within the political boundaries of the City.

Contract Service Assets means tangible property used by Contractor in performing Contract services, including vehicles and Receptacles.

Contractor Documentation means all documents, papers or other which the Contractor is obligated to provide to the City.

Contractor Payment Obligations means amounts due and payable by Contractor to City, including liquidated damages, compensatory damages, as provided in this Contract.

Contractor Representative means the person named by Contractor and identified on the Contract Cover page and Section 16.01 to fulfill the requirements of Section 12.07(B).

County means the County of Waukesha, WI.

Customer or **Customers** means a person for whom the City is arranging for Solid Waste Collection services from Contractor.

Designated MRF means a licensed Material Recovery Facility selected by Contractor to deliver recyclable materials collected pursuant to this Agreement.

Disposal or **Dispose** or other form thereof means final disposition or destruction of materials in accordance with this Contract.

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

Goods or services means Contract Service Assets used to provide Contract services, including labor, leases and subleases, equipment, and supplies

Hazardous Waste means any material or substance which, as of the Contract Date, and for the duration of this Contract (adopting any future changes in the statutory definitions of the following statutes or regulations or any newly promulgated statutes or regulations), and by reason of its composition or characteristics is (a) Hazardous Waste, substance or material as defined in the Solid Waste Disposal Act, 42 USC §6901 et seq., as amended, replaced or superseded, and the regulations implementing same; (b) material the Disposal of which is regulated by the Toxic Substances Control Act, 15 USC §2601, et seq., as amended, replaced or superseded, and the regulations implementing same; (c) special nuclear or by-products material within the meaning of the Atomic Energy Act of 1954; (d) Hazardous Waste substance or material as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC §6901 et seq. as amended, replaced or superseded, and the regulations implementing same; or (e) treated as Hazardous Waste or substance or material under applicable federal, state, or local law.

Holidays means the following days:

- New Year's Day,
- Memorial Day,
- Independence Day,
- Labor Day,
- Thanksgiving Day, and
- Christmas Day.

City means City of Muskego and for purpose of Indemnities, City's Related Parties.

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

City Governing Body means the Common Council of the City.

City Representative means the person named by City as required by Section 16.01 and identified on the front page of this Contract.

City's Related Parties means City's officers, employees, agents, representatives, servants, assigns, volunteers and each and every one of them, which are third party beneficiaries of provisions in this Contract that reference them.

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

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 6, 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 § 502.06 (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 (grades 1 and 7) , 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), as amended from time to time by statute.

Recycle, Recycling, or recyclable means the process of Collecting, sorting, cleansing, treating, and reconstituting materials (including Recyclables) that would otherwise be Disposed of as Refuse 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.

Refuse means Solid Waste comprised of rubbish, trash, and garbage, excluding Recyclables, Yard Waste, and Bulky Items that are Diverted for reuse or Recycling.

Residential Customers means those in single-family dwelling units, owner occupied multi-family dwelling units and multi-family rental or leased dwelling units with 4 or less dwelling units per building who receive Solid Waste Collection service from the City under this Contract.

RFP means Request for Proposal, and all subsequent amendments, for Residential and Municipal Refuse, Recycling and Yard Waste Collection, released on November 17, 2020 by the City.

Set-out Site means the location where Customer must place Receptacles and Bulky Items for Collection, generally located at the curb adjacent to the road edge unless coordinated and approved by the City of Muskego.

Solid Waste means those items Collected by Contractor under this Contract in the Contract Service area, including:

- A. Refuse,
- B. Recyclables, and
- C. Bulky Items,
- D. and *excluding* Unpermitted Waste.

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

- A. Licensed MRF,

B. Refuse Disposal facility, and

C. any transfer facility.

State means the State of Wisconsin.

State Tip Fee (also known as the Wisconsin Landfill Disposal Surcharge Fee) means the fee imposed on all Solid Waste disposed in Wisconsin landfills as defined in Wisconsin Statute § 289.645, and as of the date of the execution of this agreement is \$12.997 per ton.

Ton (or Tonnage) means 2,000 pounds.

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 City);

B. sabotage, explosion;

C. insurrection, riot or civil disturbance, or other public health emergency, including orders relating to a pandemic, war or other emergency affecting City or Contractor, declared by the President of the United States or Congress of the United States, the Governor of Wisconsin or the City Governing Body;

D. failure of public agency or private utility to provide and maintain water, power, or service 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.

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. Major appliances means items banned from landfill Disposal under Wisconsin Statute § 287.07, 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).

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, stumps, roots, or shrubs with intact root balls.

ARTICLE 2. EXCLUSIVE CONTRACT

2.01 Exclusive Right and Privilege. The City hereby grants to Contractor the exclusive right and privilege, and Contractor hereby accepts the obligation to provide Recycling Receptacles and to Collect, transport for Disposal all Solid Waste generated by Residential Customers within the legal boundary limits of the City as its legal limits may be modified from time to time by annexation during the term of this Contract, subject to the terms and conditions provided in this Agreement. Customers can, however, contract with any licensed hauler for the collection, transportation, and disposal of materials not covered by this Contract at the Customer's sole cost. Contractor shall comply with the requirements of Schedule 2 in providing Recycling services.

2.02 Disposal Requirements.

- A. **Recyclables.** Contractor shall transport Recyclables to the licensed MRF for processing and marketing of material. Contractor shall not Dispose of any Recyclables anywhere else without prior City permission. Contractor shall comply with the licensed MRF delivery protocol.
- B. **Refuse.** Contractor shall Dispose of Refuse at the Emerald Park Landfill. The City shall be responsible for all disposal charges for Refuse disposed of at the Emerald Park Landfill pursuant to this Agreement. Proof that Contractor has access to a facility with sufficient capacity shall be attached as Schedule 5.

2.03 Comingling prohibited. Contractor shall not comingle Solid Waste from the City with Solid Waste from other municipalities.

2.04 Natural/Man-Made Disaster Collection Service

- A. **Nature of Emergency services.** Contractor shall have the first opportunity to provide emergency services beyond the scope of the contracted services, 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 City separately from this Contract. Within 24 hours of receipt of electronic notification from the City, followed as soon as practicable by written notice, Contractor shall propose a plan, including cost in writing. Should City accept Contractor's plan, Contractor shall commence implementing the approved plan as established under the accepted plan.
- B. **Reporting.** Should City accept Contractor's plan, Contractor shall cooperate with City, 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.

ARTICLE 3. SERVICES PROVIDED

3.01 General.

- A. **Collection.** Contractor shall Collect Solid Waste from all Residential Customers within the City for Disposal or Recycling as appropriate and required by law and this Contract. Service provided shall be automated as described in the RFP. Any service required by Residential Customers beyond what is provided in this Contract shall be arranged by the Residential Customer and the Contractor directly at the Residential Customer's sole cost.
- B. **Contractor Supplied Receptacles.** The Contractor shall provide Receptacles for new Customers during the term of the Contract, as specified herein on a lease basis, which shall become the property of the City upon termination of this contract. The cost of the Receptacle shall be charged to the City as a monthly fee on a per Receptacle basis. The Contractor shall deliver a new Refuse and Recycling Receptacle to new households during the term of the Contract upon notice from the City.
- C. **Emergency Backup Service Plan.** Contractor shall have an emergency backup service plan which Contractor shall implement if, due to Uncontrollable Circumstances or for any reason whatsoever, Contractor fails, refuses, or is unable for a period of 48 hours to Collect and/or at any time to transport Solid Waste or debris, or any portion thereof to a licensed Disposal facility, and the City determines there is a danger to public health, safety, or welfare. The Emergency Backup Service Plan is located at Schedule 9.
- D. **Bulky Item Diversion.** Contractor shall Divert all Bulky Item materials that it Collects to appropriate Recycling outlets. Contractor shall transport and deliver Bulky Items and excess Refuse that cannot be Diverted to a Recycling facility to a licensed Disposal facility.

3.02 Solid Waste Collection

- A. **Mandatory Residential Collection.** Beginning on the service commencement date, Contractor shall Collect all Refuse and Recyclables placed inside Receptacles at a Residential Set-out Site on the regularly scheduled Collection day for that Set-out Site.
 - 1. **Bulky Items.** Contractor shall Collect Bulky Items curbside weekly on the Resident's regularly scheduled Collection day. Pick-up shall be initiated by Residential Customer or driver call in. Drivers must notify the dispatcher of Bulky Item discard they observe on routes. The Bulky Item truck driver must also pick up any other Bulky Items discarded at residential curbside set out that he or she observes on the Bulky Item route.
 - 2. **Missed Pickups.** Absent Collection Service Exceptions, on the next service day following notice to Contractor, Contractor shall Collect, without charge, any Receptacle, and/or the contents therein or Bulky Items that the Contractor should have Collected, delivered, exchanged, or repaired but did not Collect, deliver, exchange, or repair. If Contractor does not provide a Contract service in a timely manner, the City

may provide the Contract service itself or through a third party and Contractor shall reimburse the City's incremental costs thereof.

3. **Collection Service Exceptions.** Contractor is not obligated to Collect Solid Waste in the event of any Service Exception, but must complete and leave a non-Collection notice securely attached to a Receptacle at or near the Set-out Site.
 - i. In its next monthly report, Contractor shall inform City of each Customer to which Contractor gave a non-Collection notice.
 - ii. Collection Service Exceptions means the following:
 1. Solid Waste Not Properly Placed in Receptacles: other than any Bulky Item.
 2. Receptacles in Excess of Weight Limits: a Receptacle or bag (Collected manually) that weighs more than 50 pounds.
 3. 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.
 4. Unsafe Condition: the Set-out Site is not safely accessible to vehicles or Contractor's employees.
 5. Unpermitted Waste or Unsafe Materials: Contractor observes Unpermitted Waste in a Receptacle or at the Set-out Site.
 6. Contamination of Recyclables: Contractor observes the following materials: Refuse or Yard Waste in a Recyclables Receptacle in amounts that, in the judgment of Contractor, will prevent processing or Diversion of Recyclables.
4. **Call Back Collection.** In the event a resident fails to set out Solid Waste or Bulky Items by 7:00 a.m. or fails to place them in an allowable location, the Residential Customer may request special Collection from the Contractor rather than wait for the next scheduled Collection. The Contractor shall bill this service directly to the Residential Customer and the Residential Customer shall remit payment for such service directly to the Contractor.

B. Service Days and Hours & Regular Schedule.

1. Contractor shall provide Collection to Residential Customers on the same day each week, except for Holidays. Contractor shall provide Collection scheduled for a Holiday on the weekday or Saturday immediately following the Holiday and all remaining Collection days in the week one day later than scheduled.

2. Contractor may not change a regularly scheduled Collection day without City approval except for severe and/or extreme weather events that prevent the Contractor from performing services, in which case any change in Collection days shall be approved by the City Representative. Approval for a permanent change shall be requested not less than 60 days prior to Contractor's proposed date of change. Approval may be given by the City's Representative. If approved, the Contractor shall notify each Customer of the change in that Customer's regularly scheduled Collection day in writing by first class mail at least 2 weeks prior to the change.
3. Contractor shall not begin actual Collection before 7:00 a.m. nor continue after 6:00 p.m., unless authorized by the City Representative.

3.03 Customer Service.

- A. The Contractor shall provide a toll-free number, emergency number, answering service for after-hours emergencies and email access with trained Customer service representatives to resolve Customer issues. Contractor office hours for Customer service shall be 7:00 a.m. to 4:00 p.m., local time, Monday through Friday, Holidays excepted, and 8:00 a.m. to 12:00 noon, local time on those Saturdays when service is provided.
- B. **Complaints.** Contractor shall respond to all Customer inquiries and complaints, including any inquiry or complaint left with the telephone answering service, within 1 City Business Day following notice to Contractor and handle complaints substantially as required by the Customer complaint and billing dispute protocol attached Schedule 10.
- C. **No referral to City.** Contractor shall not refer or forward Customers to City for resolution of complaints or answers to inquiries unless Customer insists, in which event Contractor shall refer Customers to the City's Representative.
- D. **Employee Training.** Contractor shall train its Customer service employees to follow the Customer complaint and billing dispute protocol upon starting work and periodically thereafter.
- E. **Records.** Contractor shall maintain a daily electronic log of every inquiry and complaint received by Contractor, including: date and time of inquiry or complaint, inquirer's or complainant's name and address (if the individual is willing to give this information), description of the inquiry or complaint, date and description of response taken or the reason for non-response, and answer to inquiry or resolution of complaint.

3.04 Collection at Municipal Buildings and Designated Sites

- A. Beginning on the service commencement date, Contractor shall Collect all Refuse and Recyclables placed inside Receptacles at a Set-out Site located at municipal buildings or facilities in the service area as scheduled without charge to the City as found on Appendix B. Contractor shall provide City with Receptacles in sufficient number and capacity to contain Refuse and Recyclables as described in Appendix A of the RFP. Recyclables

Collected from the various municipal service Receptacles are required to be transported to the Designated MRF.

- B. Within the first year of the Contract term, Contractor shall conduct a Receptacle audit to assess whether the Receptacles are sufficient in the City to hold the volume of material being discarded. Contractor shall communicate findings of the audit to the City Representative, and propose appropriately sized Receptacles as necessary.

3.05 Collection on Weight Restricted Underconstructed Roadways

- A. Collection of refuse/recycling on weight restricted underconstructed roadways, alleys, and light vehicle side streets shall be collected with light weight vehicles that will not cause damage or significant wear to the under-constructed roads. These vehicles shall be smaller than or equivalent to the weight of a standard half-ton pickup truck. Contractor shall receive no additional compensation for this requirement. See Appendix C of the RFP, which shows all current roadways for which this section applies.

3.06 Collection at Long Driveways

- A. For automated refuse collection there will be required exemptions for residents with driveways over 400 feet in length. These residents will be allowed to place their refuse out for manual type collections. There are currently approximately 450 driveways over 400 feet in length.

3.07 Receptacle Standards.

- A. **Size.** The standard size Receptacle for curbside pickup shall be 64-gallon containers for recycling and 96-gallon containers for refuse.
- B. **Warranty.** The Receptacle will be from a major U.S. manufacturer and shall carry a 10-year warranty from manufacturer defects. They must be made from high density plastics containing post-consumer recycled content and be recyclable. Minimum wall thickness and Resin Weight shall match 64 gallon receptacle specified in the Final RFP document Section VII, h, i.
- C. **Contractor contact information and Disposal prohibitions.** Contractor will affix to each Receptacle, by decal, stencil, or other means approved by the City, the following text:
 - Hazardous Waste Disposal prohibitions on the inside of the Receptacle lid in substantially the following form: *“State law prohibits Disposal of grass, leaves, and hazardous materials (such as batteries, paint, and motor oil) in your trash or Recycling. If these items are identified in, your Receptacles they will be tagged and not Collected. For safe and lawful Disposal options, call XXX.”*
 - 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.

3.08 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 by the date specified in the Transition Plan at Schedule 12. The Contractor shall repair or replace the Receptacle, upon receiving notice from the City’s Representative, or Customer, of the need for repair, or if the Receptacle is identified as being unserviceable by the Contractor by the Customer’s next regularly scheduled Collection day, without charge, unless there is proven Customer negligence.

3.09 Retrieval of Receptacles. Not Applicable.

3.10 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 except as noted and regardless of difficulty of Collection, subject to Collection Service Exceptions and Uncontrollable Circumstances.

B. **Inadvertent Collection and Delivery of Unpermitted Waste.** Contractor shall have an Unpermitted Waste Protocol, a copy of which shall be located at Schedule 11. If the Contractor Collects and delivers Unpermitted Waste in violation of the Unpermitted Waste Protocol, then Contractor shall be responsible for and shall pay the costs to identify and remove the Unpermitted Waste for proper disposal.

C. **Litter and Leaks.**

1. **Set-out Sites.** Contractor will clean up litter in the following places:

- a) anywhere, if done by Contractor's employees (*for example when Collecting Receptacles at a Set-out Site*, and
- b) Contractor will Notify Customer of all instances of repeated litter by that Customer and document each instance.

2. **Transportation**

- a) **Litter.** Contractor will transport Solid Waste only in covered Collection vehicles. Contractor will prevent Solid Waste from escaping, dropping, spilling, blowing, or scattering from vehicles during Collection and transportation. Contractor will not transfer loads from one vehicle to another on any public street, unless necessitated by mechanical failure or accidental damage. 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 transporting Solid Waste.

b) **Leaks.**

- i. Contractor will prevent oil, hydraulic fluid, paint, or other liquid from leaking out of vehicles. Contractor will train its employees to, and its employees shall, immediately cover leaked fluids with absorbent materials, remove those materials from the ground, and apply cleaning agent to cleanse the soiled spot.
 - ii. Contractor will keep a log of spills that indicate the material spilled, quantity, and remedial actions taken. Contractor will immediately report any spills entering or endangering any waterway or storm drain.
3. **City Reimbursement Costs.** If Contractor fails to clean up Solid Waste or liquids within 2 hours after receiving notice from the City of the spill or leak, City may clean up the spill or leak. Upon the City's request, Contractor will reimburse City for City's reasonable 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.

D. **Respect for Property**

1. **Private Property.** Contractor will use due care collecting solid wastes under this contract, avoiding damage to private property. Within 2 City Business Days, 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 Contractor's employees. If Contractor determines that it was responsible for damage, within 5 City Business Days of making its determination, Contractor will reimburse Customer the Customer's reasonable and direct costs of repair or replacement of damaged property to the extent damaged by the Contractor. If Contractor determines that it was *not* responsible for damage, within 5 City business days of making its determination, Contractor will provide the Customer and City 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 City may resolve the dispute at City'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 City or Customer can demonstrate the following to satisfaction of City:
 - a) that the damage is the result of Collection vehicles exceeding the legal maximum weight limits allowed under applicable law, or
 - b) Contractor negligently operated vehicles or moved Receptacles.

However, Contractor may secure a waiver of damage liability and/or Indemnity in a form satisfactory to City if Customer specifically directs Contractor to drive on private driveways or pavement in the course of providing Collection.

4. **Utilities.** Contractor is responsible for damage to public and private utilities and pavement associate therewith, whether located on public streets or property or private property, when City or Customer can demonstrate to satisfaction of City that the damages are the result of the inattention, carelessness, or negligence of Contractor. City or Customer, as the case may be, may direct Contractor to as soon as practicable based on the nature of the damage, repair or replace the damaged pavement or utilities to satisfaction of Customer or City, as the case may be, or repair and replace them itself or through a third party. In that event, Contractor will reimburse Customer the Customer's reasonable and direct costs of repair or replacement and City its reimbursement costs of repair or replacement, as the case may be.

E. Vehicles and Drivers. Contractor's vehicles and Drivers shall comply with the requirements found at Schedule 17.

3.11 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 Recyclables, will be determined as required by applicable law and not as a result of this Contract.

3.12 Personnel.

A. Identification, Appearance, Conduct. Contractor will train and require each of its personnel to:

1. present a neat, tidy and orderly appearance with 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.

3.13 Responsiveness to City.

- A. **Phone calls.** Contractor will return telephone calls from City to the individual who made that call no later than the next City business day.
- B. **Meetings.** Within one week of oral or written direction by City, Contractor will meet with the City during City office hours at the offices directed by that City.
1. **E-mails.** Contractor will respond to all e-mails from City within 24 hours of receipt *except* on weekends and Holidays.
 2. **Written correspondence.** Contractor will respond to written correspondence from City within three days of receipt or other time specified by City.

3.14 Cooperation with Waste Studies. Contractor will cooperate with City on all waste composition studies conducted no more frequently than once each Contract year, at no cost to City, 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 City.

3.15 Disposal of Solid Waste from Multi-family Properties Served by Dumpsters. Contractor shall Collect and Dispose of Solid Waste from multifamily properties served by dumpsters instead of containers at the rate established in Schedule 1 for each location. Contractor is required to take Recyclables from these locations to the licensed MRF.

ARTICLE 4. CONTRACTOR SERVICE FEE

4.01 Contractor Service Fee. The City will compensate Contractor the Contractor service fee for providing Contract services in compliance with all Performance Obligations. The City shall pay Contractor as provided on Schedule 1, Items A.1, A.1.a, A.2 or A.2.a. B.2, C.1-C.2, D.1, D.2 and E.1. The monthly total charged for Collection and Receptacles shall reflect changes to the number of Residential Customers. The rate shall be adjusted annually as provided in this Article.

4.02 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 but not limited to vehicles, equipment, buildings and grounds, and Receptacles),
- C. tools and supplies,
- D. fuel and utilities,
- E. insurance premiums and fees for the letter of credit, performance bond 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. following all Contractor established protocols,
- J. Contractor's negligence or misconduct,
- K. any other cost of providing Contract services not explicitly compensated by surcharge to Residential Customer or charge to the City.

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.

4.03 Annual Rate Adjustment. The actual annual rate adjustment will be calculated as described in § 4.04 below, but shall not exceed the maximum annual rate adjustment of [X percent (%)] as provided by the Contractor's proposal.

4.04 Calculation of Annual Rate Adjustment.

At the end of the first year of the original term (December 31, 2021) and at the end of each calendar year thereafter, the amount for items described in Form 1A, Schedule A and E will be adjusted annually. The Annual Rate Increase adjustment for any one year shall be a minimum percentage as shown on Form 1A, Schedule C1 but no greater than the percentage as shown on Form 1A, Schedule C2 well as any increases in federal, state and/or local fees affecting the collection of any refuse/recycling material. Subject to the foregoing, the ARI adjustment shall be determined in accordance with the change in the Consumer Price Index" using the National CPI-U Index published by the Bureau of Labor Statistics Consumer Price Index (August to August) using the

August Index published on or about September 15, 2021, as the base date and comparing it with the “Consumer Price Index” (National CPI-U Index) published in September of subsequent years. In each case annually, at the end of each calendar year, the amount payable shall be adjusted in accordance with the foregoing only once for each annual period. Said changes, based on the CPI-U Index shall be reflected in the monthly payments commencing with January, 2022.

A. 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.

B. Submission of Annual Rate Adjustment. Contractor will prepare a statement setting forth Contractor’s detailed calculation of Contractor’s requested annual rate adjustment in Contractor service fee using a format prescribed by City and submit the same no later than December 15th.

C. Applicable Cost Components. The annual rate adjustment will apply only to that portion of the total fee associated with Collection, transportation, and Disposal of materials. The annual rate adjustment will not apply to the Yard Waste Drop Off Site, ~~Optional Leaf Collection (meeting the conditions stated in the RFP)~~, or monthly charges related to the provision of Receptacles.

4.05 Invoices.

- A. Invoices shall be submitted by the Contractor for Service provided through the end of the month, on a form to be specified by the City. The application for payment shall identify any changes to the scope of services, such as number of households, during the month.
- B. The City’s Representative will review invoices for payment and contact Contractor regarding discrepancies or errors. City will pay invoice 30 days from receipt except for any unresolved discrepancies or errors. City shall not pay invoice with a credit card and if so chooses, shall reimburse Contractor all transaction fees associated with transaction.
- C. The City’s Representative’s approval of any invoice, shall constitute a representation to the City’s Governing Body that the conditions precedent to the Contractor being entitled to payment as set forth herein have been fulfilled. The City 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 City’s Governing Body that all conditions precedent to the Contractor being entitled to payment have been satisfied. The City’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 City from loss because:

- the work is defective,
- claims have been filed or there is reasonable evidence indicating the possible filing thereof; or
- the Contract fee has been reduced because of a change, or modification, of the Performance Obligation.

D. Any reimbursement due to the City, other than Liquidated or Compensatory Damages, shall be subtracted from the amount owed to Contractor when paying the invoice. The reason or purpose for the reimbursement shall be explained in writing by the City along with the City's payment.

ARTICLE 5. COMPLIANCE WITH APPLICABLE LAW

5.01 Compliance. Contractor shall 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 Contractor'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 City.

5.02 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 City'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, unless preempted by that law.

5.03 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 City or any Customer for any fines or penalties.

5.04 City's Protection of Public Safety, Health, and Welfare. Contractor warrants and represents that it is fully acquainted with the provisions of the City Code. No provision in this Contract may be deemed to limit City's police power to take any action that City deems necessary or appropriate in its sole discretion to protect the public's safety, health, and welfare.

ARTICLE 6. RECORDS, REPORTING AND AUDITS

Contractor acknowledges City'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 City'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.

6.01 Records

- A. **Maintenance.** Contractor will keep accurate and complete Records. Contractor will grant access to those Records to any person duly authorized by City.
- B. **Preservation and Retention.** Contractor shall accurately preserve and retain Records for 7 years in accord with 19.21, Wis. Stats. Any Record which is still required to be retained at the termination of this Contract or any extension thereof, shall be turned over to the City at that time.
- C. **Response to Open Records Request.**
 - 1. Pursuant to the requirements of §19.36 (3), Stats., that the City shall make available for inspection and copying under §19.35 (1), Stats., any record produced or collected under a Contract entered into by the authority with a person other than an authority to the same extent as if the record were maintained by the authority except for the inspection or copying of a record under § 19.35 (1) (am), Stat., the Contractor shall provide to City within 7 City Business Days any Record it requests so that the City can comply with an Open Records request.
 - 2. **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 indemnify and save City harmless from, accept tender of defense of City, and pay to City, all liabilities and losses asserted against or imposed on the City or City Related Parties based on any of the following:
 - a. Contractor failing to provide City with requested Records upon City request, or
 - b. City failing to timely respond to a Records request due to Contractor's failure to timely provide Records under this Article.
- D. **City Custody.** If the City has reason to believe that records may be lost, discarded or destroyed for any reason, the City may require that Contractor give City custody of any or all Records related to this Contract.
- E. **City Inspection and Audit.**

1. **Location.** Upon 3 City Business Days advance telephonic or written request by City, Contractor will provide copies of Records to City and its designees for inspection, review, or audit at the City's offices. If Contractor does not provide the City with copies of Records within 3 City Business Days, Contractor will make those Records available to the City or its designees for inspection, review, or audit at Contractor's office during Contractor's office hours at a time as designated by the City.

2. **Scope of inspection or audit.** City may do any or all of the following:

a.) inspect and review Records at any time following notice under subdivision (1) above,
or

b.) audit Records once each Contract year,

including verification of any of the following:

a.) any Contract fees,

b.) Solid Waste Tonnage Collected, processed, Diverted, or Disposed,

c.) Customer complaint logs, and

d.) other Records that confirm compliance with Performance Obligations.

Upon request, Contractor will provide City or its designees with any additional information (such as primary Records supporting reports) relevant to this Contract within 5 City Business Days.

3.

F. **Updated Inventory.** Within 10 Days of City 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.

6.02 Service Materials Use by City. City 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.

6.03 Reporting.

A. **Monthly.** Contractor will deliver a complete monthly report to the City [and the County] in a single submission and in a form prescribed by the City no later than the 20th day of the following month, including, but not limited to the information required by Wisconsin Administrative Codes NR 502.06(4)(g) and NR 544.10(2)(d), utilizing the forms found at Schedule 15.

- B. **Annual.** Contractor will submit a complete Annual Report to the City [and the County] in a single submission and in form prescribed by the City no later than 45 days after the end of each year, including the information required by Wisconsin Administrative Code NR 544.10(2)(d), for the preceding Contract year utilizing the forms found at Schedule 15.
- C. **Additional Information.** Contractor will incorporate into future reports additional information as requested by the City.
- D. **City Reports.** Each month the City shall provide the Contractor the address for each new Residential Customer so that Contractor can deliver Recycling Receptacle to Customer by next Collection day. The City shall also notify the Contractor if there is a decrease in Residential Customers due to the termination of residential use.

6.04 Financial Records and Reports.

A. Maintenance of Records.

- 1. **Content.** Contractor will maintain accurate and complete financial Records of the following:
 - a.) payments to City including Contractor Payment Obligations
 - b.) costs and expenses associated with providing Contract services.
- 2. **Form.** Contractor will maintain its financial Records on an accrual basis and as required by generally accepted accounting principles.

6.05. RIGHT TO INSPECT AND AUDIT OPERATIONS

The City reserves the right to inspect and/or audit all Contractors operations, vehicles, equipment and routes related to the performance of this Contract. Such inspections shall only be undertaken by City 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, the City will provide five (5) City Business Days notice.

6.06 Customers' Privacy.

A. Protection of Customer privacy.

- 1. **Non-Disclosure.** Contractor will not disclose to any person other than the City 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 or request of a regulatory or government entity,
or
 - b) pursuant to written authorization of the Customer or the City.
- 2. **No marketing.** Contractor will not market or distribute mailing lists with the name or address of Customers.
- B. **Cooperation with City.** Subsection (1) may not be construed to preclude 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 City or applicable law,
 - 2. assisting City to meet the requirements of the recycling program and applicable law,
 - 3. keeping Records,
 - 4. providing the City with a copy of Records or discussing those Records with the City,
 - 5. allowing the City to review or audit Records, or
 - 6. making reports.

ARTICLE 7. INDEMNITIES, INSURANCE, SURETY

7.01 Insurance

- A. **Coverage Requirements.** Without limiting its Indemnities, Contractor will secure and maintain insurance coverage meeting the requirements in this section. The City, its boards, commissions, agencies, officers, employees and representatives must be named as additional insured with respects to the coverage and so stated on the certificate of insurance for all policies.
 - i. 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.
 - ii. 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. No claims-made policies will be accepted.

- iii. 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 \$1,000,000 combined single limit. Policy shall be issued with a Symbol 1.
- iv. 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 City,
- 2. is an admitted company 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 ensure 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 as listed below with respect to Contractor and any subcontractor requested by and acceptable to the City, at the following times:

- a. on or before the Contract execution date,
 - b. within two weeks upon renewal of policies, and
 - c. within 10 City Business Days of the City’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

 - 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 or non-renewal notice:** containing the express condition that City must be given written notice by mail at least 30 days in advance of cancellation or non-renewal for all policies evidenced on the certificate of insurance. Certificate of insurance cannot contain mere "best effort" modifiers or relieve the insurer from its responsibility to give that notice and the CANCELLATION information on the certificate of insurance must delete language such as “failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents, or representatives”.

- (4) **Deductibles and self-insured retentions:** identifying any deductible and self-insured retention. Upon City request, Contractor will reduce any self-insured retention as it applies to any City or provide a letter of credit, certificate of deposit, or other financial assurance acceptable to City guaranteeing payment of all retained losses and related costs and expenses related to investigations, claims administrations, and legal defense. The letter of credit or certificate of deposit must be provided by a bank satisfactory to City; and

- b) **Endorsements:** Contractor must provide copies of the following separate written endorsements applicable to all policies except workers compensation and employer’s liability with respect to Contractor and any subcontractor satisfactory to the City:
 - (1) additional insured endorsement to each liability policy, explicitly adding City’s Related Parties as additional insured;

 - (2) waiver of subrogation;

(3) insurance is primary and not contributory with any other insurance or self-insurance programs maintained by City and its officers and employees;

(4) providing dedicated limits under a liability policy in favor of City.

(5) 30-day notice of cancellation.

c) **Schedules:** Contractor must provide schedules or other evidence that liability policies of Contractor and any subcontractor provide Contractual liability coverage for indemnities, such as listing this Contract as an “insured Contract.”

d) **Signature verification.** At City’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. .

C. **Notice of claims.** If any Person makes a claim against Contractor or any subcontractor relating to the provision of services under this Contract exceeding the amount of any deductibles or self-insured retentions, Contractor will notify the City of the claim within 5 City Business Days.

7.02 Contractor Indemnity, Defense, and Release

A. **Liabilities and Losses** means liabilities; lawsuits; claims; complaints; causes of action; citations; investigations; demands; clean-up orders; damages whether in Contract or in tort, such as natural resource, property, and personal injury damages; costs and expenses, *including* (1) reasonable costs and expenses of litigation, mediation or arbitration, attorney’s fees (whether City’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.

B. **General.** To the extent allowable under applicable law, Contractor shall indemnify, defend with counsel approved by the City, release, and hold harmless City and City’s Related Parties from and against all liabilities and losses paid, incurred, or suffered by, or asserted against, City or City’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 Solid Waste and 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 and the Unpermitted Waste screening protocol;
- d. **Contractor-identified Unpermitted Waste.** The improper or negligent Collection, handling, delivery, processing, Recycling, composting, or Disposal by Contractor of Unpermitted Waste that Contractor inadvertently Collects but that Contractor identifies as Unpermitted Waste before its delivery, processing, Recycling, composting, or Disposal.

City acknowledges that the mere presence of Hazardous Waste in Solid Waste 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.

- C. **City Negligence Excluded.** Contractor is not required to reimburse or indemnify City to the extent any liabilities or losses are due to the negligence of City with respect to Contract services.
- D. **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
- E. **Statutory Agreement.** Contractor's Indemnity described 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 Wisconsin, to insure, release, protect, hold harmless, and indemnify City from liabilities and losses as required by this section. *(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).*
- F. **Reimbursement of Enforcement Costs.** If Contractor fails to pay any indemnities and that failure results in any costs to City, within 15 City Business Days of City request, Contractor will reimburse the City for those costs.

7.03 Surety Instrument. Contractor will provide for either a) the issuance of an irrevocable standby Letter of Credit by a bank approved by the City in its sole discretion, for the benefit of City, 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 City to draw, in one or more drawings, not less than 12 months of the estimated service costs of the City. City may draw on the surety as evidenced to the satisfaction of the City when there is a default as in §8.02.

The surety instrument shall expire on the date 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, performance bond, or other security document acceptable to the City in the City's sole discretion, and

THIS SECTION WILL SURVIVE THE TERMINATION OF THIS CONTRACT. The surety instrument must be transferable to any successor or assigns of the City.

7.04 Assurance of Performance. In its sole discretion and in addition to all other remedies it may have, City 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. **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 12 months' Contractor service fees or requires estimated expenditure by Contractor in excess of those 12 months' Contractor service fees.

ARTICLE 8. BREACHES, DEFAULTS AND REMEDIES

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

8.01 Certain Breaches, Liquidated Damages, and Specific Compensatory Damages

- A. **Notice.** If City determines that Contractor is in breach, City 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 City 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 City 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 City should not have assessed all or a portion of the compensatory damages or liquidated damages, the City 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 City as a governmental or regulatory entity, but as a Contracting party.

8.02 Defaults. Each of the following acts or omissions described in this Section constitutes a default under this Contract:

A. Contract Service Defaults:

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

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

- a) may notify the City within 5 days of receiving the City'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 City, 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 City, 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 City.
 3. **Contract Service Failures**
 - a) Contractor fails to Collect the following percent of pickups (regularly scheduled or by appointment) at Customers' 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; City does not have to wait until the end of the 12-month period to declare this Default, or
 4. **Failure to Comply With Law:**

a) **Violation**

- (1) Contractor does not cure any violation of applicable law to the satisfaction of the City 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 City, receives a notice, assessment, or determination of the same or different violation of applicable law.

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 Contractor Representative 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. **Failure to Allow City to Perform Contract Service:** Contractor fails to timely allow City to exercise any of City's rights in connection with performing Contract services under § 8.09.

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), 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 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. **Transfer**: Contractor makes a Transfer without City consent required by § 10.02.

5. **Subcontract**: Contractor engages a subcontractor or enters into a subcontract without City knowledge and consent and does not terminate that subcontract within 15 City business days of City 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 City 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.

8.03 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. Section 8.02(A)(1) and (2) (uncured breach; repeated breach), except to the extent that a breach constitutes a default otherwise itemized in Section 8.02, or
2. Section 8.02(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 8.02B, 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 City, 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. **City'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 City may nevertheless, in its sole discretion, perform Contract services in the Contract Service Area itself as allowed by § 8.09.
2. **Exercise other remedies.** After the continuance of any breach for 30 days, City may, in its sole discretion, exercise any other remedy under this Contract, including suspending or terminating this Contract as provided in § 9.01.

8.04 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 City's assessing liquidated damages, is not an election of remedies but is cumulative with any other available remedies.

B. City's additional remedies. In addition to exercising any remedy available under law or equity, upon occurrence of a default, City, in its sole discretion, may exercise any or all of the following additional remedies:

1. **Terminate** this Contract or any portion of Performance Obligations as authorized by § 9.01(A);
2. **Suspend** this Contract or any portion of Performance Obligations as authorized by § 9.01(B);
3. **Perform Contract services** as allowed by § 8.09;
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 or Bond, demanding payment under indemnities, or submitting claims under insurance.

C. Contractor Payment Obligations. City may Collect Contractor Payment Obligations due and owing by Contractor to City by any or all of the following means:

1. demanding payment from Contractor,
2. drawing on the Letter of Credit or Bond if Contractor fails to pay an undisputed Payment Obligations within 15 days after notice from the City,
3. submitting claims as an additional insured under insurance policies or under Contractual liability provisions of insurance policies, and

D. 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 may agree to participate in mediation in good faith prior to exercising legal remedies. The Parties shall share equally in the cost of mediation.

8.05 Additional Compensatory Damages. Without limiting the City's rights to seek compensatory damages under § 8.01 or law, City may seek the following compensatory damages:

- A. Amounts equal to any Contractor Payment Obligations or other amounts that Contractor has previously paid to City but are subsequently recovered from that City by a trustee in bankruptcy as preferential payments or otherwise;
- B. If City terminates this Contract for default, that City's reimbursement costs to provide or re-procure services in lieu of Contract services; and
- C. If City terminates this Contract for default, City's projected direct costs of replacing 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 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. City may draw upon the Letter of Credit, Bond, or any other available performance assurance to pay compensatory damages.

8.06 Waivers

- A. **Waiver of Breach.** No waiver of any breach or default constitutes a waiver of any other breach or default. Failure of City to enforce any provision of this Contract may not be construed as a waiver of City's enforcement rights. City's subsequent acceptance of any damages or other money paid by Contractor may not be deemed to be a waiver by City of any pre-existing or concurrent breach or default.

8.07 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.
- B. **Venue.** Venue is made in and will be performed in circuit court sitting in the County of Waukesha, WI, to the extent permitted by Applicable law.

8.08 Enforcement Costs. Contractor will reimburse City upon request for either or both of the following City's reimbursement costs:

- A. investigating any alleged breach, when such investigation concludes that Contractor was in breach, when appropriate in City's judgment, or
- B. incurred by City as a consequence of a breach.

8.09 City Right to Perform

- A. **Events.** City may perform, or provide for the performance of, any or all Performance Obligations such as Collection, transportation, and delivery of Solid Waste to the Disposal facility upon the occurrence of either of the following events determined by the City in its

sole discretion:

1. **Failure to Collect for 48 hours:** Contractor, due to Uncontrollable Circumstances or for any reason whatsoever, fails, refuses, or is unable to Collect any Solid Waste and transport it to the Disposal facility or the designated Recyclables drop-off site, for a period of 48 hours after the Collection was required under this Contract, and the City determines in its sole discretion that there is a danger to the public health, safety, or welfare; or
 2. **Suspension or termination of Contract:** City suspends or terminates all or a portion of this Contract.
- B. **Continuation.** City 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, City'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 City's satisfaction that Contractor is ready, willing, and able to resume timely and full performance of all Performance Obligations, or
 2. **Alternative service arrangements:** City can make alternative arrangements for providing services, in its judgment comparable to Contract services in scope and price, which may include Contracting with another service provider.
- C. **Notice.** The City may give Contractor 24 hour oral notice that City is exercising any or all of City's rights under this Section. The oral notice will be effective immediately, but within another 24 hours, City must confirm that oral notice with written notice.
- D. **Records.** At the City request, Contractor will immediately provide the City or its designees with immediate access to Contractor's office at any time City is exercising its rights under this section with respect to those Records related to routing and Customers' frequency and level of Contract Service.

8.10 Liquidated Damages: Acknowledgement, Agreement and Confirmation.

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 City whole for past breaches therefore, the following liquated damages are available to the City.

	Performance Standard	Monetary Penalty
1	Failure to respond to Customers' complaint(s) within the specified time frame	\$25 per occurrence per day
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 City's Representative	\$1,000 per occurrence. City also reserves the right to recover excess State Tipping Fee if a chronic pattern of commingling is established.
5	Failure to deliver any Recycling Collected to a licensed MRF	\$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.) immediately or within 2 hours of City notification.	\$250 per occurrence in addition to reimbursement §3.08.C.
7	Failure to repair or replace a Recycling Receptacle within three (3) days of notification of disrepair	\$100 per occurrence
8	Failure to provide a Recycling Receptacle to a new account within 5 City Business Days of notification	\$100 per occurrence
9	Failure to submit reports within required timeframes	\$100 per day

ARTICLE 9. SUSPENSION OR TERMINATION

9.01 City Right to Suspend or Terminate

A. **Termination Events.** City may, in its sole discretion, terminate this Contract in whole or in part, in the following termination events:

1. **Default**: the occurrence of a default;
2. **Uncontrollable Circumstances**: the occurrence and continuance of an Uncontrollable Circumstance under § 8.03(C);

B. **Suspension Events.** City 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 City that Contractor can once again fully perform Contract services. If Contractor so demonstrates to satisfaction of City in its sole discretion, City's right to suspend or terminate this Contract will cease and Contractor may resume providing

Contract services. If Contractor does not so demonstrate, City may terminate this Contract and exercise its additional rights and remedies.

C. **Notice.** City will give Contractor a notice of termination or suspension effective at the following times:

1. immediately or upon other period stated by City with respect to the following defaults described in Section 8.02:
 - a) insurance), 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 all other defaults, *unless* City specifies an alternative date in the notice;
3. a date City specifies in the notice.

D. Suspension, Termination of a Portion of Performance Obligations: Reduction in Fee.

If City 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.

9.015 Contractor's Right to Suspend or Terminate. Contractor may, in its sole discretion, terminate this Contract in whole or in part, if the City fails to provide payment for services under Article 4 for three or more consecutive months.

9.0155 General Suspension or Termination Events. Either party may request termination or suspension if the parties fail to agree on adjustments to Contractor service fee due to changes in law as provided in § 14.02 (D).

9.02 Criminal Activity

A. In this section the following terms are defined as follows:

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.

Position of Influence means a position of authority or responsibility to directly or indirectly administer, manage, direct, supervise, or oversee Contract services for 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.

B. Notice. Contractor will immediately give notice to the City of either of the following with respect to Contractor or any Contractor Representative:

- 1. conviction of a Criminal Activity or

2. plea of “guilty”, *nolo contendere*” or “no contest” to a Criminal Activity.

Contractor will promptly notify the City of any of those convictions or pleas with respect to a Contractor Representative in a position of influence.

- C. **Cure.** Upon the occurrence of any conviction or plea, 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 Contractor Representative who is an individual, or, with respect to a Contractor Representative 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 Contractor Representatives to substantial liability for breach of any labor agreement entered into before this Contract execution date, and
2. refrain from employing or appointing that Contractor Representative who is an individual or, with respect to a Contractor Representative that is Contractor or Affiliates, the individual or individuals responsible for the Criminal Activity, from any other position of influence.

- D. **City remedies.** Upon the occurrence of either of the following events:

1. Contractor or any Affiliate fails to effectuate the cure described in § 9.02(C), or
2. the Criminal Activity is related to this Contract or occurs within the boundaries of City (incorporated or unincorporated),

City 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 City deems appropriate, short of suspension or termination) as it deems proper.

- E. **Limitations on Contractor Representative.** No Contractor Representative may have previously:

1. been convicted of a Criminal Activity, or
2. plead “guilty”, “*nolo contendere*” or “no contest” to a Criminal Activity.

ARTICLE 10. TRANSFER OR ASSIGNMENT OF CONTRACT

10.01 City Transfer. City may transfer this Contract to any of the following persons without Contractor's consent; to a sanitation district, other joint power authority or other public entity succeeding to the major portion of City's Solid Waste management rights and obligations.

10.02 Contractor Transfer.

A. In this subsection, the term **Transfer** means any of the following:

1. 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;
2. 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 except to an Affiliate if pursuant to an internal corporate reorganization;
3. 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;
4. 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;
5. 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 City under § 10.01) or any other mechanism.

B. Contractor acknowledges that Contractor submitted evidence to City 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 City in entering into this Contract with Contractor. Therefore, Contractor shall not without City consent, given in City's sole discretion, Transfer in whole or in part, voluntarily or involuntarily, any of the following:

- a) this Contract,
- b) any rights or duties in this Contract or under the Contract.

C. Contractor may not circumvent City's consent rights by securing goods or Contract services from a subcontractor.

D. **Contractor request.** Without obligating City to give consent, Contractor will demonstrate to City's satisfaction that the proposed transferee has the operational and financial ability to satisfy Performance Obligations. City is not obligated to consider any proposed Transfer by Contractor if Contractor is in breach at any time during City's consideration.

E. **Novation.** If City 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 11. INTERPRETATION OF CONTRACT

11.01 Specifics 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.

11.02 Integration. This Contract contains the entire agreement between the parties with respect to their rights and obligations under this Contract except as provided below, there are no Contracts or understandings between these Parties other than those written or specified in this Contract. 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) This Contract and all Schedules attached;
- (b) The Request for Proposal (RFP) including amendments thereto.

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.

11.03 Governing Law. This Contract is governed by, and construed and enforced as required by, the applicable laws of the State of Wisconsin.

11.04 Severability. If any clause, sentence, provision, subsection, section, or article of this Contract or exhibit or attachment to this Contract 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.

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 to the extent possible.

However, if any Contract provision with respect to City's direction to deliver Recyclables to the licensed MRF site is ruled unconstitutional, illegal, invalid, non-binding, or unenforceable by any court of competent jurisdiction, then City in its sole discretion may either sever that Contract provision and construe and enforce this Contract as required by this section or Terminate all or a portion of this Contract. Contractor agrees that it will not challenge the constitutionality, legality, validity, enforceability or binding nature of Contractor's obligation to deliver Recyclables to the licensed MRF.

11.05 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 City 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 City solely because the County assisted the City in preparing the form of this Contract.

ARTICLE 12. THE PARTIES

12.01. The Parties agree and the Contractor acknowledges as follows:

- A. Contractor will have the exclusive control over the manner and means of performing Contract Service and over all persons performing Contract Service, except for City's right to change the scope of Contract service as described in Article 14.
- B. 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 City.
- C. Nothing in this Contract may be construed as creating an arrangement for handling Unpermitted Waste.
- D. 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.
- E. 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.

12.02 Parties in Interest – City. 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. City's Related Parties are third party beneficiaries of provisions in this Contract that reference them.

12.03 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.

12.04 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.

12.05 Actions of City in Its Governmental Capacity. Nothing in this Contract may be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

12.06 Contractor's Obligations Performed at Its Sole Expense. Contractor will perform Contract services solely for the compensation expressly provided for in this Contract.

12.07 Parties Representatives

- A. **City.** The City Representative is identified on the cover page of this Contract and at § 16.01
- B. **Contractor Representative.** Contractor Representative is named on the cover page of this Contract, at § 16.01 and 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.

12.08 Due Diligence. Contractor acknowledges each of the following:

- A. services, including Contract Service, are highly regulated under applicable law,
- B. City 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 Service.

12.09 No Use of City Name. Contractor will not do business as or use a corporate, partnership, venture, or other formal name, containing the name of City or implying government ownership.

12.10 Subcontractors.

- A. **Goods or services related to Collection, transportation, processing, or Diversion of Solid Waste.** Contractor shall not engage any subcontractor without City's prior approval of the subcontractor. Any subcontract entered into without City's approval of the subcontractor is a default. An approved subcontractor cannot Contract for the performance of its duties or obligations to the Contractor. Any such sub-subcontracting will be considered a default.
- B. **Contractor responsibility.** Contractor is solely responsible for directing the work of subcontractors and paying subcontractors' compensation.
- C. **Removal.** City may require Contractor to remove any approved subcontractor.

ARTICLE 13. TERM OF CONTRACT

13.01 Commencement and Expiration.

- A. **Contract execution date and expiration of term.** The Term for this Contract commences on January 1, 2021 and expires on December 31, 2025.
- B. **City options to extend term.** On or before 90 days prior to the expiration of the original term under subsection (A), City, may extend the term of the Contract for two years with the mutual consent of the Contractor.

13.02 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 City's rights with respect to Records, including the following:
 - 1. giving City a copy of Records, or allowing City 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, and
 - c) Contract Service Asset inventory and Contract Service Asset documentation.

- E. All Contractor's Performance Obligations and City's rights with respect to reports; including submitting final reports.
- F. Any other provision of this Contract that expressly states that it survives termination.
- G. 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.

13.03 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 to City after the expiration or termination of this Contract, prior to and after that expiration or termination, Contractor will cooperate fully with City and the succeeding Contractor(s), licensee(s), permittee(s) or other person(s) providing services to assure a smooth, efficient, orderly, timely, and effective transition of and delivery of MSW management services to City's residential Customers, including providing City with Records as required under Article 6 upon request, in the format specified by City.

ARTICLE 14. CHANGE IN SCOPE OF SERVICE

14.01 Change in Performance Obligations

- A. **At City direction.** City 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 Section 14.02. Contractor will submit its proposal within 15 City Business Days of receiving City's request for proposal (or a longer period that City may designate in light of the complexity or magnitude of the directed change).
- B. **Upon Contractor Proposal.** Contractor may propose to City a change in the scope of Contract services under Section 14.02, 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.

14.02 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.

Contractor will include documentation supporting its proposal satisfactory to the City.

B. City may withdraw the request for proposal at any time, for any reason, including receipt of a proposal from Contractor unsatisfactory to the City.

C. **Offer.** Contractor's proposal will be deemed Contractor's offer to City to implement the requested or proposed change. Contractor's proposal will remain binding for 60 days from the date submitted to the City.

D. **Failure to agree.**

1. **City-directed change.** If the parties cannot reach agreement on a proposal directed by the City, the City may implement the change itself or through another Person
2. **Contractor-initiated proposal.** If the parties cannot reach agreement on a proposal initiated by Contractor the proposal is deemed rejected and this Contract will not be amended.

ARTICLE 15. AMENDMENTS

15.01 Amendments

Any amendments to this Contract must be by written agreement of the Parties.

ARTICLE 16. NOTICES, CONSENTS, APPROVALS, ETC.

16.01 Notices, etc. notices must be given to the City at the following addresses:

<p>City: Scott Kroeger Director of Public Works W182 S8200 Racine Ave. Muskego, WI 53150 262-679-5686</p>	<p>Contractor: Jason Johnson W144 S6350 College Court Muskego, WI 53150 262-893-9156</p>
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The notice may be provided in one or more of the following forms:

- A. by Email;
- B. by personal delivery to a Contractor or City representative as the case may be;
- C. by deposit in the United States mail first class postage prepaid (certified mail, return receipt requested); or,
- D. by commercial delivery service providing delivery verification.

notice by City 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 must notify the other of a change of their address.

16.02 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.

16.03 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.

ARTICLE 17: STATE TIPPING FEES

17.01. Contractor shall provide to City a Monthly Invoice showing the State Tipping Fees owed based on the monthly actual tonnage, as recorded on the invoice, of refuse brought into the landfill. The City shall pay said invoice within thirty (30) days of receipt thereon. The invoice shall come from GFL Muskego, LLC for accounting purposes.

ARTICLE 18. EXECUTION OF CONTRACT

18.01 Execution in Counterparts. This Contract may be signed in any number of original counterparts. All counterparts will constitute but one and the same Contract.

18.02 Authority to Execute.

A. **City.** City 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 its behalf.

<p>City of Muskego:</p> <p>Date: _____</p> <p>_____</p> <p>Mayor Rick Petfalski, Jr.</p> <p>Attest:</p> <p>_____</p> <p>Sharon Mueller, Director of Finance & Administration</p>	<p>GFL Muskego, LLC</p> <p>Date: _____</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Attest:</p> <p>_____</p> <p>Name: _____</p> <p>Title: _____</p>
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SCHEDULES

Contract Documentation Checklist.

	RFP REFERENCE
<input type="checkbox"/> Schedule 1: Contract Services And Cost Summary	Form 1A
<input type="checkbox"/> Schedule 2: Collection Contract Compliance Items Related To Recycling Containers and Delivery of Recyclables to the Licensed MRF	
<input type="checkbox"/> Schedule 3: Contractor Financial Assurance	XIII
<input type="checkbox"/> Schedule 4: Contractor Evidence Of Insurance	XIV
<input type="checkbox"/> Schedule 5: Contractor Affidavit Certifying Access To Sufficient Landfill Capacity	XVI
<input type="checkbox"/> Schedule 6: Annual Rate Adjustment (CPI And Fuel)	IX
<input type="checkbox"/> Schedule 7: Sample Monthly Invoice	
<input type="checkbox"/> Schedule 8: Bulky Item Diversion Program	VII.m.vi.
<input type="checkbox"/> Schedule 9: Emergency Back-Up Collection Service Plan	VII.j.
<input type="checkbox"/> Schedule 10: Customer Complaint & Billing Dispute Resolution Protocol	VII.k.
<input type="checkbox"/> Schedule 11: Unpermitted Waste Screening Protocol	VII.m.v.
<input type="checkbox"/> Schedule 12: Customer Education Plan	VII.a.i.ii.
<input type="checkbox"/> Schedule 13: Route Maps, Sheets, And Change Requests	VII.f.
<input type="checkbox"/> Schedule 14: Recycling Receptacles Inventory	VII.a.,g.
<input type="checkbox"/> Schedule 15: Monthly & Annual Reports (Samples)	VII.r.
<input type="checkbox"/> Schedule 16: Delivery Protocol For Designated MRF – Not Applicable	
<input type="checkbox"/> Schedule 17: Vehicles, Drivers And Equipment	VII.s.

SCHEDULE 1

CONTRACT SERVICES AND COST SUMMARY (Excel File Provided)

[Insert table provided with 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.]

SCHEDULE 2

COLLECTION CONTRACT COMPLIANCE ITEMS RELATED TO RECYCLING CONTAINERS AND DELIVERY OF RECYCLABLES TO A LICENSED MRF

The Contractor shall comply with the provisions below, [these may vary based on the results the RFP, including the Licensed MRF].

A. Recycling Container Provisions

1. Recycling Container Standards. All Recycling containers shall be for single sort Recycling and shall meet City 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 City 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 Contractor shall submit to the City in advance for review and all costs for production are the Contractors responsibility.
4. Contractor Report on Containers. Contractor shall provide the City an annual report by February 1 each year on the number and size(s) of Recycling containers used within the City.

B. Direct Haul Provisions

1. Direct Haul. Contractor shall deliver all recyclable materials Collected under this Contract to the Licensed MRF.
2. Record Keeping and Reports. Contractor shall keep Records and provide all requested data and reports to the County as needed to administer recycling grants and maintain compliance with applicable state or local codes, program rules, and the protocol for delivery of Recyclables to the Licensed 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.

SCHEDULE 3

CONTRACTOR FINANCIAL ASSURANCES

[Insert Letter of Credit (LOC) or Performance Bond as required in Section 7.03 of this Contract]

SCHEDULE 4

CONTRACTOR EVIDENCE OF INSURANCE

[Insert certification as required in Section 7.01 of this Contract]

SCHEDULE 5
CONTRACTOR AFFIDAVIT CERTIFYING ACCESS TO SUFFICIENT LANDFILL
CAPACITY

SCHEDULE 6

ANNUAL RATE ADJUSTMENT

Annual Rate increase will be shown in Schedule C on Form 1A

SCHEDULE 7

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	\$2,704.16
Refuse Disposal	State Tip Fee / (Tons)	\$12.997	100.34	\$1,304.12
Recycling Container Fee	96-Gallon container / (Households)	\$0.44	3,500	\$1,540.00
Dumpsters	Municipal locations	\$0.00	11	\$0.00
Dumpsters	Multi-family locations	\$8.48	219	\$1,857.12
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Subtotal	Total items: 8			\$35,405.40

Sales TaxRate: 5.1%

Sales Tax	\$0.00
Less Deposit Received	
Invoice Total	\$35,405.40

Due Date

Thank you for your business!

SCHEDULE 8

BULKY ITEM DIVERSION PROGRAM

Insert the Bulky Item Diversion Program which should include, at a minimum, the following:

- 1) Provide a description of type of vehicles and process for Collection of Bulky Items.
- 2) Describe any Recycling of Bulky Items such as scrap metal, appliances, tires, wood, and furniture.

SCHEDULE 9

EMERGENCY BACK-UP COLLECTION SERVICE PLAN

Insert the Emergency Service Plan which must include, at a minimum, the following:

1) **Emergency Backup Service Plan.**

- Contractor shall file with City an emergency backup service plan. Contractor shall implement that plan if, due to Uncontrollable Circumstances or for any reason whatsoever, Contractor fails, refuses, or is unable for a period of 48 hours to Collect and/or at any time to transport Solid Waste or debris, or any portion thereof to a licensed Disposal facility, and the City determines there is a danger to public health, safety, or welfare.
- 2) Provide planned location of dumpsters, Bins or roll-off Receptacles and costs where Customers may discard Refuse and other putrescible Solid Waste,
 - 3) Provide implementation timeframe in emergency event for commencement of services,
 - 4) Offer Customers the option of self-hauling Refuse and other putrescible Solid Waste to a transfer station or Disposal facility that is permitted in accordance with applicable law, with or without charge,
 - 5) Describe the procedures for handling putrescible Refuse, preventing litter and discouraging vectors (such as keeping Refuse Receptacles in their storage place and not at Set-out Sites, discarding excess Refuse in closed plastic bags and not loose in Refuse Receptacles),
 - 6) Describe any refund policy for missed Collection, and
 - 7) Provide replacements for drivers and other employees who are not providing Collection or performing other Performance Obligations (such as supervisory personnel or management, or employees of Affiliates or other Solid Waste management companies) and security for those drivers and other employees.

SCHEDULE 10

CUSTOMER COMPLAINT AND BILLING DISPUTE RESOLUTION

Insert the Customer complaint and billing dispute resolution protocol which must include, at a minimum, the following:

- 1) Description of how Contractor will fulfill obligations, such as missed pickups, logging complaint, complaint response time, record keeping requirements and prohibition against referrals to City.
- 2) Description of Customer service employee training program.
- 3) Maintenance of electronic log for Customer inquiry of complaint.
- 4) Date and time of inquiry or complaint.
- 5) Inquirers or complainant's name and address (if the individual is willing to give this information).
- 6) Description of the inquiry or complaint.
- 7) Date and description of response taken or the reason for non-response.
- 8) Answer to inquiry or resolution of complaint.

SCHEDULE 11

UNPERMITTED WASTE SCREENING PROTOCOL

Insert the Unpermitted Waste Screening Protocol which must include, at a minimum, the following:

- 1) Requirements stated in Section VII. Scope of services in RFP #1427;
- 2) Mandatory personnel training:
 - a) for all **drivers**: training including hazard evaluation methods, emergency preparedness, and emergency response plan implementation techniques with the intent that they learn who, what and how to report on the incident;
 - b) for all **route supervisors**: training including hazard recognition and measurement and covers personal protective equipment and work practices in keeping with the risk level;
 - c) for all **drivers and route supervisors**, at least 8 hours of refresher training annually;
- 3) Means of driver inspection, such as visual inspection during tipping of Receptacles into Vehicles;
- 4) Immediate driver response, such as load segregation and notification procedures, including leaving Non-Collection notices, when safe;
- 5) Driver notification, such as calling Contractor's dispatcher or route supervisor;
- 6) Customer notification, including description of proper means to Dispose of Unpermitted Waste, by phone call and/or written material/tags;
- 7) Notification of appropriate local agency or department (with contact phone number);
- 8) Appropriate action, such as segregation and containerization for manifesting and transport for Disposal as required by applicable law or securing services of permitted handling and transport company;
- 9) Compliance with applicable law, including regulations of the federal Department of Transportation (DOT) (Title 49 CFR) and of the United States Environmental Protection Agency (Title 40 CFR); and
- 10) Form, content and placement of labels on Receptacles that prohibit discard of Unpermitted Waste.

SCHEDULE 12

CUSTOMER EDUCATION PLAN

Contractor must provide an annual customer education plan which must include, at a minimum, the following:

- 1) Customer Education Plan to be distributed at the beginning of each December for the upcoming year to each resident who has refuse and recyclable pickup.
 - a) Distribution of instructions to Customers on how and when to set out Receptacles, what materials (Refuse, Recyclables, Commingled Containers, Yard Waste) can be discarded (including a description and list of the respective materials), what type of service is provided i.e. curb/alley, and Contractor contact information (including toll-free telephone number and e-mail address).
 - b) Distribution to Customers the upcoming pickup calendar and map.
 - c) Special announcements (For example. Christmas tree pick up dates in January, etc.)

The City of Muskego will be provided this information at the same time so we can post on our website as well. Contractor has the flexible on the size, number of pages, etc on this document as long it contains the information indicated above. The document can be distributed by mail, drop off, email, etc. as long as it is provide to each resident who has refuse and recyclable pickup.

SCHEDULE 13

ROUTE MAPS, SHEETS, AND CHANGE REQUESTS

Insert Contractor route details which must provide, at a minimum, the following:

- 1) Requirements stated in Section VII. Scope of services in the RFP:
 - a. Map showing beginning and ending points for each route with route marked on a map.
 - b. Total number of Customers on each route, type and capacity of Collection Vehicle, assigned number of workers for each route, and worker's shift hours.
 - c. Day and approximate time (morning or afternoon) of pickup.

- 2) Promptly upon City request, the name and address of each Customer.

SCHEDULE 14

RECEPTACLES INVENTORY

Haulers are required, at a minimum, to provide the following:

- 1) Requirements stated in Section VII. Scope of services in the RFP.
- 2) Insert order information and inventory ID upon delivery.
- 3) Total number of households served and a quantity of each container size delivered.

SCHEDULE 15

MONTHLY 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 Tonnage
 - B. Update all or a portion of its inventory of Contract Service Assets.
 - C. Any occurrences affecting the Contractor's performance;
 - D. Permit compliance status;
 - E. Documentation regarding Unpermitted Waste, if any, rejected, gathered, produced and/or retained at the Disposal Facility
 - F. Discussion operational problems and resolution thereof or planned, and
 - G. Additional information related to Performance Obligations requested by City.
- 3) Mandatory Annual Reports.
 - A. A collated summary of the information contained in any Monthly Reports, including reconciliation of any adjustments from prior Monthly 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 "Contractor Representatives" 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.

SCHEDULE 16

PROTOCOL FOR DELIVERY OF RECYCLABLES TO THE DESIGNATED MRF

Not Applicable

SCHEDULE 17

VEHICLES, DRIVERS AND EQUIPMENT

i. Vehicles used must comply with all Wisconsin Department of Transportation and Municipal requirements (such as to properly contain materials).

ii. Specifications. Contractor shall acquire Collection vehicles of the manufacturer, model, type, and description detailed on the inventory list attached as Contractor Documentation, meeting the following specifications:

a) The bodies of any vehicle used in Collection pick-ups or transportation of Solid Waste must have watertight beds of metal or impervious material that can be cleaned.

b) Vehicles used in Collection pick-ups must be packer-type, completely enclosed vehicles unless other type of vehicles are required by terrain or type of Solid Waste to be hauled.

iii. Noise. The noise level generated by Collection vehicles using compaction mechanisms during the stationary compaction process shall not exceed 75 decibels at a distance of 25 feet from the vehicle measured at an elevation of 5 feet above ground level using the “A” scale of a standard sound level meter at slow response, or applicable law, whichever is more stringent.

iv. Vehicle Identification. On the left, right, and rear of each vehicle, in letters and numbers not less than 3 inches high and colors that contrast with the color of the body of the vehicle, Contractor shall display the following information; company name, toll-free telephone number, and vehicle number.

v. Vehicle Repair and Maintenance.

a) Safety. Contractor shall maintain all vehicles in good repair so that they operate properly and safely.

b) Appearance. Contractor acknowledges that it is important to City that Contractor presents a professional and pleasing image.

vi. Spare Vehicles. Contractor shall maintain in readiness at least one spare Collection vehicle, fueled, and ready to dispatch and replace any Collection vehicle which breaks down on route within reasonable time of a break down. Customers on that route shall receive Contract service before 8:00 p.m. that same day.

vii. Driver training. Contractor shall provide operational and safety training for all of its personnel, including those who drive Collection vehicles or operate other Collection equipment, such training shall include live, on-the-job-training by supervisors. Contractor shall train its drivers to identify Unpermitted Waste and comply with the Unpermitted Waste screening protocol.

viii. Route/Field Supervisor. During Collection, Contractor shall maintain on duty a site supervisor of field operations responsible for ensuring compliance with this Contract, including; observing Collection operations, identifying and correcting non-compliance with performance specifications and responding to and resolving Customer complaints. Contractor shall equip supervisor with a vehicle and equip that vehicle and each Collection Vehicle with 2-way radio or cell phones.



Reports and Presentations to Finance Committee and Common Council

To: Finance Committee & Common Council
From: Scott Kroeger
Department: Public Works and Development
Subject: Solid Waste Services Contract Award
Date: January 26, 2021

Background Information: The solid waste services contract RFP was sent to the following three companies:

1. GFL Muskego, LLC (Formerly Advance Disposal) = Attached cost proposal
2. Johns Disposal Service = Attached cost proposal
3. Waste Management = Did not provide proposal

Two of the companies responded to the RFP and one did not provide a bid. Each bidder's cost proposal has been provided for your review. The final contract has been provided as well. Based on the two cost proposal, the recommendation is to the Award the Solid Waste Services Contract to GFL Muskego, LLC.

Key Issues for Consideration: Attachments

1. Contract for Solid Waste Services Contract
2. Cost Proposal from GFL and Johns

Recommendation for Action by Committee and/or Council: Award Solid Waste Services Contract to GFL Muskego, LLC.

Date of Committee Action: Finance Committee January 26, 2021

Planned Date of Council Action (if required): January 26, 2021

Total \$ Needed: \$

Fiscal Note(s):

\$ Budgeted:

Expenditure Account(s) to Be Used:

(3/2019)

Form 1A Service Cost Proposal City of Muskego

Name of Firm Submitting: GFL MUSKEGO, LLC

SCHEDULE A - BASIC RESIDENTIAL CONTRACT SERVICES		Total Households/Units:	9,660
Cost Item	Contract Service Description	<u>Automated</u> Curbside Service Fee <u>Per Unit Per Month</u>	
A.1	Weekly Refuse Collection	\$5.07	
A.1.a	Option for upcharge to preform MANUAL refuse collection for all driveways greater than or equal to 400 ft in length.	\$6.45 CHARGED TO RESIDENT ON ANNUAL BASIS	
A.2	Option for bi-weekly Single Stream Recyclables Collection & Delivery to State licensed MRF	\$4.10	
A.2.a	Option for weekly Single Stream Recyclables Collection & Delivery to State licensed MRF	\$6.24	

SCHEDULE B - ADDITIONAL RESIDENTIAL SERVICE CHARGES		Annual Cost
B.2	Yard Waste Drop Off Site	\$14,000
B.3	Option for Residential City-wide Leaf Collection	\$44,675

SCHEDULE C - ANNUAL RATE ADJUSTMENT		
C.1	Minimum Annual Rate Increase (ARI)	2.25%
C.2	Maximum Annual Rate Increase (ARI)	3.5%

Note: Rate Increases apply to schedule A, B & E ONLY

SCHEDULE D - PROVISION OF RECEPTACLES AND RELATED SERVICES*			
Cost Item	Receptacle (Recycling and Refuse) *Assume a 60 month contract period	Recycling Receptacle	Refuse Receptacle
		City's Existing Carts Maintenance/ Replacement/ New Home Supply Fee (\$/HH/Month)	City's Existing Carts Maintenance/ Replacement/ New Home Supply Fee (\$/HH/Month)
D.1	64 gallon (Including Maintenance Cost)	\$0.24	\$0.24
D.2	96 gallon (Including Maintenance Cost)	\$0.24	\$0.24

SCHEDULE E - COLLECTION OF MUSKEGO/NORWAY SCHOOL DISTRICT		Annual Cost
E.1	Refuse & Recycling Collection at School Sites Identified in Appendix B	\$30,114.13

CALL TO ORDER

Mayor Petfalski called the meeting to order at 6:08 p.m.

ROLL CALL

Present: Wolfe, Terrence, Engelhardt, Kubacki, Hammel, and Madden. Also present: Public Works & Development Director Kroeger, City Attorney Warchol, and Administrative Assistant Crisp. Absent: Alderperson Kapusta

PUBLIC MEETING NOTICE

Ms. Crisp stated that the meeting was noticed in accordance with the open meeting law.

PUBLIC COMMENT

None.

COMMUNICATIONS FROM THE MAYOR'S OFFICE

- Mayor Petfalski wishes everyone a Happy New Year. Hopefully 2021 will present in a better fashion than 2020 and be less memorable.

CONSENT AGENDA

Alderperson Kubacki moved to approve the items under Consent Agenda. Alderperson Wolfe seconded. Alderperson Wolfe moved to pull Resolutions #001-2021 & #006-2021 for discussion; Alderperson Engelhardt seconded; motion passed unanimously. The following were approved:

Minutes – December 8, 2020

An Operator's License for Paige Bauer, Kelly Grochowski, Sara Molkentin, Barbara Pilak, Justin Smith, and Ava Wihowski

An Acquisition Contract and Authorize Signatures for Budget Approved Expenditures Over \$50,000.00 - Purchase of Roadside Mower and Tractor (\$130,603.00)

Resolution #002-2021 - Award of Bid for Well #10

Resolution #003-2021 - Approval of Reduction of Cash Deposit for Kwik Trip, Inc.

Resolution #004-2021 - Approval of Dedication of Public Improvements - Kwik Trip, Inc.

Resolution #005-2021 - Approval of Reimbursement for Water Main Oversizing - Kwik Trip, Inc.

NEW BUSINESS

Resolution #001-2021 - A Resolution to Change the Location of Polling Places for the 2021 Elections

Alderson Kubacki moved to approve. Alderson Engelhardt seconded. Discussion took place to have the 2021 Primary and General Elections at City Hall based on the ability to handle it all in one location. **Motion carried.**

Resolution #006-2021 - Resolution to Extend an Emergency Paid Sick Leave Policy with the Families First Coronavirus Response Act

Alderson Madden moved to approve. Alderson Kubacki seconded. Discussion took place regarding the Federal Act that had gone into effect last year with the onset of Coronavirus which enables people to use up to 80 hours for additional COVID sick time without using their regular sick time. The benefits of the initial Act terminated on December 31, 2020. Mayor Petfalski recommends extending it through December 31, 2021. There is really no dollar impact to the City. **Motion carried.**

REVIEW OF COMMITTEE REPORTS

Finance Committee – November 24, 2020

VOUCHER APPROVAL

Utility Vouchers

Alderson Wolfe made a motion to approve Utility Vouchers in the amount of \$29,888.52. Alderson Terrence seconded; motion carried.

Tax Vouchers

Alderson Wolfe made a motion to approve Tax Vouchers in the amount of \$53,676.54 (no second to motion made). Motion carried.

General Fund Vouchers

Alderson Wolfe made a motion to approve General Fund Vouchers in the amount of \$548,267.79. Alderson Kubacki seconded; motion carried.

Wire Transfers for Payroll/Invoice Transmittals

Alderson Wolfe made a motion to approve Wire Transfers for Payroll/Invoice Transmittals in the amount of \$394,777.00. Alderson Madden seconded; motion carried.

CITY OFFICIALS' REPORT

None

COMMUNICATIONS AND MISCELLANEOUS BUSINESS

There were no updates from the Aldermanic Liaisons.

FUTURE AGENDA ITEMS

None

ADJOURNMENT

Aldersperson Kubacki made a motion to adjourn at 6:15 p.m. Aldersperson Madden seconded; motion carried.

Minutes taken and transcribed by Christine Crisp.

OPERATOR LICENSE APPROVALS
COMMON COUNCIL – 1/26/2021

Bryan Hughes
Ryang Bub
Olivia Schneider

**COMMON COUNCIL - CITY OF MUSKEGO
RESOLUTION #007-2021**

**APPROVAL OF LEASE AGREEMENT WITH
JACK KING FOR KELSEY DRIVE CONSERVATION SITE**

WHEREAS, The attached Lease Agreement has been reviewed by the Finance Committee and has been recommended for approval.

NOW, THEREFORE, BE IT RESOLVED That the Common Council of the City of Muskego, upon the recommendation of the Finance Committee, does hereby approve the Lease Agreement with Jack King for lease of the Kelsey Drive Conservation Site commencing on March 1, 2021 and ending on December 31, 2022.

BE IT FURTHER RESOLVED That the Mayor is authorized to execute the Agreement and the City Attorney is authorized to make substantive changes as may be necessary in order to preserve the general intent thereof.

DATED THIS 26th OF JANUARY, 2021.

SPONSORED BY:

FINANCE COMMITTEE

This is to certify that this is a true and accurate copy of Resolution #007-2021 which was adopted by the Common Council of the City of Muskego.

Clerk-Treasurer

1/21cmc

AGRICULTURAL LEASE

THIS AGREEMENT is made between the City of Muskego, Lessor, and Jack King, Lessee.

The property which is the subject of this lease is described as follows, to-wit:

Tillable lands on Kelsey Drive Conservation site, Tax Key Number: MSKC 2280998003

TOTAL AREA TO BE LEASED IS APPROXIMATELY 3.5 ACRES AS DEPICTED ON EXHIBIT A, AND ACCORDING TO THE FOLLOWING CONDITIONS:

RENTAL: Rent will be \$55.00 per acre per year. The rental of said property shall be for the term of 2 growing season(s), commencing on the 1st day of March, 2021, and ending the 31st day of December, 2022. Renewal of this lease will be at the discretion of the Lessor.

SPECIAL CONDITIONS: This lease is for harvest of the existing hay crop only. Land may not be planted with any "row" crops (corn, soybeans, wheat...) under this agreement.

LIABILITY INSURANCE: Lessee shall, at his own expense and at all times during the term of this lease, maintain in force a policy or policies of insurance, written by one or more responsible insurance carriers, which will insure Lessor against liability for injury to or death of persons or loss or damage to property occurring in or about the demised premises. The liability under such insurance shall not be less than \$1,000,000 for any one person killed or injured, \$1,000,000 for any one accident and \$1,000,000 property damage. A certificate of insurance by endorsement naming Lessor as an additional insured must be on file with the Clerk/Treasurer Department prior to entering said property.

RIGHTS AND PRIVILEGES: The Lessor or anyone designated by them shall have the right of entry at any reasonable time to inspect their property and/or the farming methods being used.

If this lease is terminated before the end of the normal production year, the Lessee shall have the right of entry for the purpose of the annual harvesting of crops seeded before the termination of the lease in accordance with normal farm practices, or to sell his interest in such annual crops whether to the Lessor or to the succeeding Lessee provided the Lessee does not interfere with normal field operations of the succeeding season.

If this lease is terminated before the Lessee shall have obtained the benefits from any labor or formerly agreed upon expense he incurred in operating the land during the current lease year, the Lessor shall reimburse the Lessee for such labor or expense. The Lessee shall present, in writing to the Lessor, his claim for such reimbursement within thirty (30) days of the termination of this lease.

INDEMNIFICATION: Lessee agrees to indemnify, defend and hold harmless the Lessor from and against any and all suits, actions, claims, damages of whatsoever kind caused by reason of any act, omission, fault or negligence of Lessee or anyone acting under its discretion or control unless liability results from the sole negligence of lessor. This indemnity provision shall survive the termination or expiration of this Lease Agreement.

ASSIGNMENT: This lease shall not be assigned by the Lessee without the expressed written consent of the City.

RENEWAL: This lease is not subject to automatic renewal.

Pursuant to Resolution #007-2021 passed and approved on January 26, 2021 by the Common Council of the City of Muskego, this lease is hereby executed this _____ day of _____, 2021.

Jack King, Lessee

City of Muskego
Rick Petfalski, Mayor

Exhibit A - Kelsey Drive Conservation Site Agricultural Lease Area



- Agricultural Lease Area (3.5 acres)
- Subject Property

**COMMON COUNCIL - CITY OF MUSKEGO
RESOLUTION #008-2021**

**APPROVAL OF LEASE AGREEMENT WITH
ROBERT STIGLER FOR THE BADERTSCHER PRESERVE**

WHEREAS, The Finance Committee reviewed the attached Lease Agreement and recommended approval.

NOW, THEREFORE, BE IT RESOLVED That the Common Council of the City of Muskego, upon the recommendation of the Finance Committee, does hereby approve the Lease Agreement with Robert Stigler for lease of the Badertscher Preserve Property commencing on March 1, 2021 and ending on December 31, 2022.

BE IT FURTHER RESOLVED That the Mayor is authorized to execute the Agreement and the City Attorney is authorized to make substantive changes as may be necessary in order to preserve the general intent thereof.

DATED THIS 26th DAY OF JANUARY 2021.

SPONSORED BY:

FINANCE COMMITTEE

This is to certify that this is a true and accurate copy of Resolution #008-2021 which was adopted by the Common Council of the City of Muskego.

1/21cmc

Clerk-Treasurer

AGRICULTURAL LEASE

THIS AGREEMENT is made between the City of Muskego, Lessor, and Robert Stigler, Lessee.

The property which is the subject of this lease is described as follows, to-wit:

Tillable lands on Badertscher Preserve, Tax Key Number: MSKC 2185.999.003

TOTAL AREA TO BE LEASED IS APPROXIMATELY 2.5 ACRES AS DEPICTED ON EXHIBIT A, AND ACCORDING TO THE FOLLOWING CONDITIONS:

RENTAL: Rent will be \$100.00 per tillable acre per year. The rental of said property shall be for the term of 2 growing season(s), commencing on the 1st day of March, 2021, and ending the 31st day of December, 2022. Renewal of this lease will be at the discretion of the Lessor.

PERMITTED USES: Lessee is permitted to conduct practices commonly associated with the production and harvest of agricultural crops. No other uses of the land are conveyed by this agreement.

SPECIAL CONDITIONS: Land may be planted with annual crops (corn, soybeans, wheat...) only, not hay.

LIABILITY INSURANCE: Lessee shall, at his own expense and at all times during the term of this lease, maintain in force a policy or policies of insurance, written by one or more responsible insurance carriers, which will insure Lessor against liability for injury to or death of persons or loss or damage to property occurring in or about the demised premises. The liability under such insurance shall not be less than \$1,000,000 for any one person killed or injured, \$1,000,000 for any one accident and \$1,000,000 property damage. A certificate of insurance by endorsement naming Lessor as an additional insured must be on file with the Clerk/Treasurer Department prior to entering said property.

RIGHTS AND PRIVILEGES: The Lessor or anyone designated by them shall have the right of entry at any reasonable time to inspect their property and/or the farming methods being used.

If this lease is terminated before the end of the normal production year, the Lessee shall have the right of entry for the purpose of the annual harvesting of crops seeded before the termination of the lease in accordance with normal farm practices, or to sell his interest in such annual crops whether to the Lessor or to the succeeding Lessee provided the Lessee does not interfere with normal field operations of the succeeding season.

If this lease is terminated before the Lessee shall have obtained the benefits from any labor or formerly agreed upon expense he incurred in operating the land during the current lease year, the Lessor shall reimburse the Lessee for such labor or expense. The Lessee shall present, in writing to the Lessor, his claim for such reimbursement within thirty (30) days of the termination of this lease.

INDEMNIFICATION: Lessee agrees to indemnify, defend and hold harmless the Lessor from and against any and all suits, actions, claims, damages of whatsoever kind caused by reason of any act, omission, fault or negligence of Lessee or anyone acting under its discretion or control unless liability results from the sole negligence of lessor. This indemnity provision shall survive the termination or expiration of this Lease Agreement.

ASSIGNMENT: This lease shall not be assigned by the Lessee without the expressed written consent of the City.

RENEWAL: This lease is not subject to automatic renewal.

Pursuant to Resolution #008-2021 passed and approved on January 26, 2021 by the Common Council of the City of Muskego, this lease is hereby executed this _____ day of _____, 2021.



Robert Stigler, Lessee

Rick Petfalski, Mayor, City of Muskego

EXHIBIT A

Badertscher Preserve Agricultural Lease Area



-  Leased Area (2.5 acres)
-  Subject Parcel (Badertscher Preserve)

0 75 150 300 Feet



**COMMON COUNCIL - CITY OF MUSKEGO
RESOLUTION #009-2021**

**APPROVAL OF LEASE AGREEMENT WITH
KARL THIESENHUSEN FOR THE TILLABLE LANDS AT PARK ARTHUR**

WHEREAS, The Finance Committee reviewed the attached Lease Agreement and recommended approval.

NOW, THEREFORE, BE IT RESOLVED That the Common Council of the City of Muskego, upon the recommendation of the Finance Committee, does hereby approve the Lease Agreement with Karl Thiesenhusen for lease of the Tillable Lands at Park Arthur commencing on March 1, 2021 and ending on December 31, 2022.

BE IT FURTHER RESOLVED That the Mayor is authorized to execute the Agreement and the City Attorney is authorized to make substantive changes as may be necessary in order to preserve the general intent thereof.

DATED THIS 26th DAY OF JANUARY 2021.

SPONSORED BY:

FINANCE COMMITTEE

This is to certify that this is a true and accurate copy of Resolution #009-2021 which was adopted by the Common Council of the City of Muskego.

Clerk-Treasurer

1/21cmc

AGRICULTURAL LEASE

THIS AGREEMENT is made between the City of Muskego, Lessor, and Karl Thiesenhusen, Lessee.

The property which is the subject of this lease is described as follows, to-wit:

Tillable lands at Park Arthur, Tax Key Number: MSKC 2173993

TOTAL AREA TO BE LEASED IS APPROXIMATELY 12.5 ACRES AS DEPICTED ON EXHIBIT A, AND ACCORDING TO THE FOLLOWING CONDITIONS:

RENTAL: Rent will be \$55.00 per acre per year. The rental of said property shall be for the term of two growing seasons, commencing on the 1st day of March, 2021, and ending the 31st day of December, 2022. Renewal of this lease will be at the discretion of the Lessor.

SPECIAL CONDITIONS: This lease is for harvest of the existing hay crop only. Land may not be planted with any "row" crops (corn, soybeans, wheat...) under this agreement.

LIABILITY INSURANCE: Lessee shall, at his own expense and at all times during the term of this lease, maintain in force a policy or policies of insurance, written by one or more responsible insurance carriers, which will insure Lessor against liability for injury to or death of persons or loss or damage to property occurring in or about the demised premises. The liability under such insurance shall not be less than \$1,000,000 for any one person killed or injured, \$1,000,000 for any one accident and \$1,000,000 property damage. A Certificate of Insurance with proper Endorsements, in forms acceptable to the City Attorney, naming Lessor as an additional insured on a primary and non-contributory basis, a waiver of subrogation and a 30-day notice of cancellation shall be provided to the Department of Finance and Administration prior to entering the property.

RIGHTS AND PRIVILEGES: The Lessor or anyone designated by them shall have the right of entry at any reasonable time to inspect their property and/or the farming methods being used.

If this lease is terminated before the end of the normal production year, the Lessee shall have the right of entry for the purpose of the annual harvesting of crops seeded before the termination of the lease in accordance with normal farm practices, or to sell his interest in such annual crops whether to the Lessor or to the succeeding Lessee provided the Lessee does not interfere with normal field operations of the succeeding season.

If this lease is terminated before the Lessee shall have obtained the benefits from any labor or formerly agreed upon expense he incurred in operating the land during the current lease year, the Lessor shall reimburse the Lessee for such labor or expense. The Lessee shall present, in writing to the Lessor, his claim for such reimbursement within thirty (30) days of the termination of this lease.

INDEMNIFICATION: Lessee agrees to indemnify, defend and hold harmless the Lessor from and against any and all suits, actions, claims, damages of whatsoever kind caused by reason of any act, omission, fault or negligence of Lessee or anyone acting under its discretion or control unless liability results from the sole negligence of lessor. This indemnity provision shall survive the termination or expiration of this Lease Agreement.

ASSIGNMENT: This lease shall not be assigned by the Lessee without the expressed written consent of the City.

RENEWAL: This lease is not subject to automatic renewal.



Pursuant to Resolution #009-2021 passed and approved on January 26, 2021 by the Common Council of the City of Muskego, this lease is hereby executed this ____ day of _____, 2021.

Karl Thiesenhusen, Lessee
17780 W Small Road,
New Berlin, WI 53146

City of Muskego, Lessor
Rick Petfalski, Mayor

EXHIBIT A Park Arthur Agricultural Lease Area



-  Leased Area (12.5 acres)
-  Subject Parcel (Park Arthur)

0 125 250 500 Feet



Karl Thiesenhusen, 17780 West Small Road, New Berlin, WI 53146; 42.931419-88.136178
Phone: (262) 679-0841
Rent: 12.5 acres x \$55/acre = \$687.50

**COMMON COUNCIL - CITY OF MUSKEGO
RESOLUTION #010-2021**

**ACCEPTANCE OF PROPOSAL FOR
PORTABLE TOILET FACILITIES SERVICES**

WHEREAS, The City sent a Request for Proposals for Portable Toilet Facilities Services for 2021 and 2022 to three companies and the following Proposals were received:

Service Sanitation Wisconsin, Inc.	\$18,360.00
Port-A-John, Inc.	\$19,295.00
Pat's Services, Inc.	No Proposal was submitted.

WHEREAS, The Public Works and Development Director reviewed the proposals and recommends that the one submitted by Service Sanitation Wisconsin, Inc. in the amount of \$18,360.00 be accepted; and

WHEREAS, The Finance Committee also reviewed the Proposals and recommends acceptance of the one submitted by Service Sanitation Wisconsin, Inc. in the amount of \$18,360.00 to the Common Council.

NOW, THEREFORE, BE IT RESOLVED That the Common Council of the City of Muskego, upon the recommendation of the Finance Committee, does hereby accept the Proposal submitted by Service Sanitation Wisconsin, Inc. in the amount of \$18,360.00 for portable toilet facilities services for 2021 and 2022.

BE IT FURTHER RESOLVED That the Mayor and Clerk-Treasurer are authorized to sign and accept the Agreement and the City Attorney is authorized to make substantive changes as may be necessary in order to preserve the general intent thereof.

DATED THIS 26TH DAY OF JANUARY, 2021.

SPONSORED BY:

FINANCE COMMITTEE

This is to certify that this is a true and accurate copy of Resolution #010-2021, which was adopted by the Common Council of the City of Muskego.

Clerk-Treasurer

SPECIFICATIONS & CONTRACT DOCUMENTS

2021-2022 PORTABLE TOILET FACILITIES SERVICES

CITY OF MUSKEGO

PUBLIC NOTICE

The City of Muskego—Parks and Recreation will be accepting quotes for portable toilet facilities with hand sanitizers and damage waivers at ten sites in 2021-2022:

1. Parks (Seasonal):

- a. Denoon Park (*W216S10798 Crowbar Road*)
- b. Jensen Park (*W185S6599 Agate Drive*)
- c. Manchester Hill Park (*W167S7650 Parkland Drive*)
- d. Moorland Park (*W154S7105 Moorland Road*)
- e. Sand Hill Park (*S87W13053 Priegel Drive*)

2. Boat Launches (Year Round):

- a. Big Muskego Lake Launch at Durham (*S82W13783 Durham Drive*)
- b. Big Muskego Lake Launch at Boxhorn (*S90W13976 Boxhorn Drive*)
- c. Denoon Park (*W216S10798 Crowbar Road*)
- d. Little Muskego Lake Launch at Idle Isle Park (*W182S6666 Hardtke Drive*)

3. Conservation Sites (Year Round):

- a. Badertscher Preserve (*S74W20312 Field Drive*)
- b. Engel Conservation Area (*S92W19656 Henneberry Drive*)

For further information, detailing the scope of this work contact:

Scott Kroeger, P.E., PLS, ENV SP, MBA
Public Works and Development Director
W182 S8200 Racine Avenue
Muskego WI 53150
(262) 679-4145

The City of Muskego reserves the right to reject any or all quotes and to waive any quoting informalities and may accept the quote most advantageous to the city. All forms are required to be completed in full.

Deadline for Submittal: Tuesday, January 12, 2021, 3:00 p.m.

SCOPE OF WORK

# OF UNITS	LOCATION	DATES	COST
2 (2 H.C. accessible)	Denoon Park W216S10798 Crowbar Rd.	04/01/21-10/31/21 04/01/22-10/31/22	\$ 2380
1 (H.C. accessible)	Jensen Park W185S6599 Agate Dr.	04/01/21-10/31/21 04/01/22-10/31/22	\$ 1190
1 (H.C. accessible)	Manchester Hill Park W167S7650 Parkland Dr.	04/01/21-10/31/21 04/01/22-10/31/22	\$ 1190
1 (H.C. accessible)	Moorland Park W154S7105 Moorland Road	04/01/21-10/31/21 04/01/22-10/31/22	\$ 1190
1 (H.C. accessible)	Sandhill Park S87W13053 Priegel Dr	04/01/21-10/31/21 04/01/22-10/31/22	\$ 1190
1 (H.C. accessible)	Big Muskego Lake Launch S82W13783 Durham Dr.	03/01/21-12/31/22	\$ 1870
1 (H.C. accessible)	Big Muskego Lake Launch S90W13976 Boxhorn Dr.	03/01/21-12/31/22	\$ 1870
1 (H.C. accessible)	Denoon Park (Boat Launch lot) W216S10798 Crowbar Rd.	03/01/21-12/31/22	\$ 1870
1 (H.C. accessible)	Little Muskego Lake -Idle Isle Park W182S6666 Hardtke Dr.	03/01/21-12/31/22	\$ 1870
1 (H.C. accessible)	Badertscher Preserve S74 W20312 Field Drive	03/01/21-12/31/22	\$ 1870
1 (H.C. accessible)	Engel Conservation Area S92 W19656 Henneberry Dr.	03/01/21-12/31/22	\$ 1870

OVERALL TOTAL \$ 18,360.00

ALL units shall be accessible, meeting A.D.A requirements.

All service is weekly, preferable on Mondays.

All toilets are to be equipped with hand sanitizers and damage waivers.

INSURANCE AND INDEMNIFICATION

In order to protect against potential liability arising out of the activities performed hereunder, contractor shall obtain and maintain, in full force and effect, comprehensive general liability insurance with minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate. Said insurance may not be cancelled, reduced or changed in any way without at least thirty (30) day written notice to the City. Failure to provide proper notice, in and of itself, shall be grounds for termination of this agreement. Contractor shall obtain Certificates of Insurance as well as Endorsements to its insurance policies as follows:

- 30 day notice of cancellation.
- Contractor's primary insurance.
- Waiver of rights of recovery against others to us.
- Naming the City as an additional insured.

Contractor hereby agrees to indemnify, defend and hold harmless the City of Muskego, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs, and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on City of Muskego, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City of Muskego, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City of Muskego, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

Contractor shall reimburse the City of Muskego, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

In the event that Contractor employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be The Sole responsibility to require and confirm that each sub-contractor enters into and Indemnity Agreement in favor of the City of Muskego, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.

This indemnity provision shall survive the termination or expiration of this Agreement.

CONSEQUENCES FOR NOT COMPLYING WITH THE SCOPE OF THE WORK

- A. A substantiated case of non-compliance will be addressed to the contact person representing the contractual service by the City.
- B. A contractor's response deemed adequate by the City will be accepted and noted should a future situation develop.
- C. A contractor's response deemed inadequate by the City will result in the immediate termination of the contractual service.

PROPOSAL FORM

DEADLINE FOR SUBMITTAL: **Tuesday, January 12, 2021, 3:00 p.m.**

Provide the entire portable toilet facilities services as described in the scope of the work starting in March 2021 and ending in December 2022.

\$ _____ Dollars

Signature

Firm Name

Authorized Name (Print)

Title

Date

Contractor shall have and maintain a Wisconsin Business License and any other required licenses and permits to perform the required scope and services.

The City of Muskego reserves the right to reject any or all quotes and to waive any quoting informalities and may accept the quote most advantageous to the city.

RETURN TO: Scott Kroeger, P.E., PLS, ENV SP, MBA
Public Works and Development Director
City of Muskego
W182S8200 Racine Avenue
Muskego, WI 53150
skroeger@cityofmuskego.org

ARTICLE 5: PAYMENTS

Contractor shall submit applications for payment for process by the Director of Public Works and Development Director and the City shall make payment accordingly.

Contractor shall submit a combined monthly invoice for each payment request. Combined invoice should be one invoice for Parks, one invoice for Boat Launches, and one invoice for Conservation Sites.

ARTICLE 6: MISCELLANEOUS

Owner and Contractor each binds itself, its partners, successors, assign and legal representatives in respect of all covenants, agreements and obligations set forth in the Contract Documents.

IN WITNESS WHEREOF, Contractor and Owner have signed this Agreement in four counterparts on the day and year first above-written.

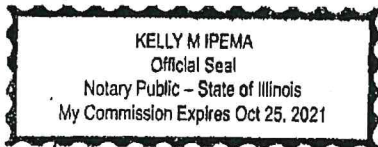
Servic Sanitation Wisconsin Inc.
(Contractor)

By: Becky Wilson
(Signature)

Account Manager
(Title)

Becky Wilson
(Print or Type Name)

SEAL



Kelly M. Ipema
1/13/2021

(Attest)

CITY OF MUSKEGO

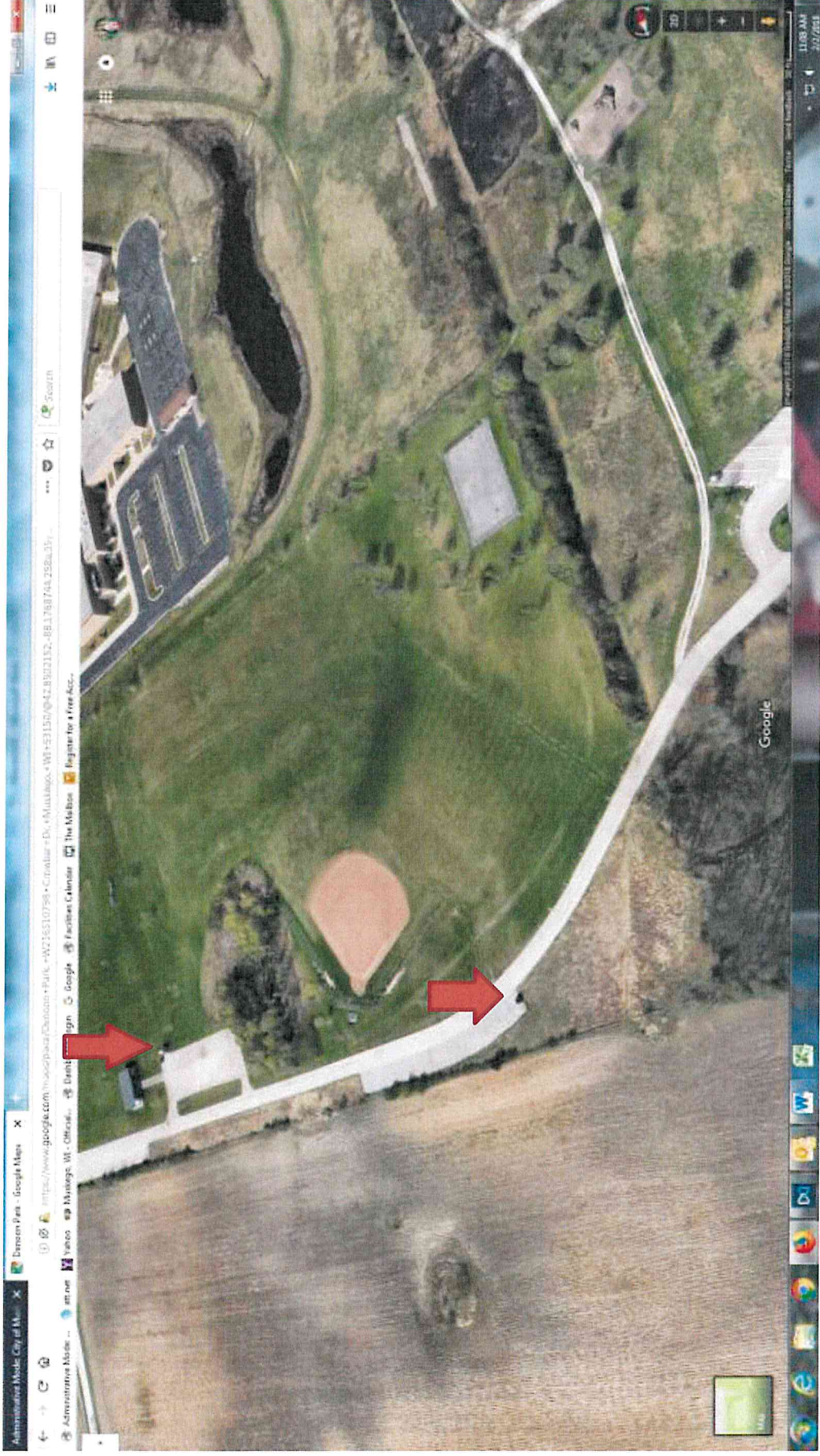
Rick Petfalski Jr., Mayor

SEAL

Sharon Mueller, Finance & Administration Director

(Attest)

Parks (Seasonal) 1a. Denoon Park



Denoon Park- 2 Handicap Accessible units. One unit located in parking lot next to the shelter and one unit to be located in the parking lot by the ballfield and one unit to be located in the parking lot for the boat launch (near the trail to the playground).

Parks (Seasonal) 1b. Jensen Park



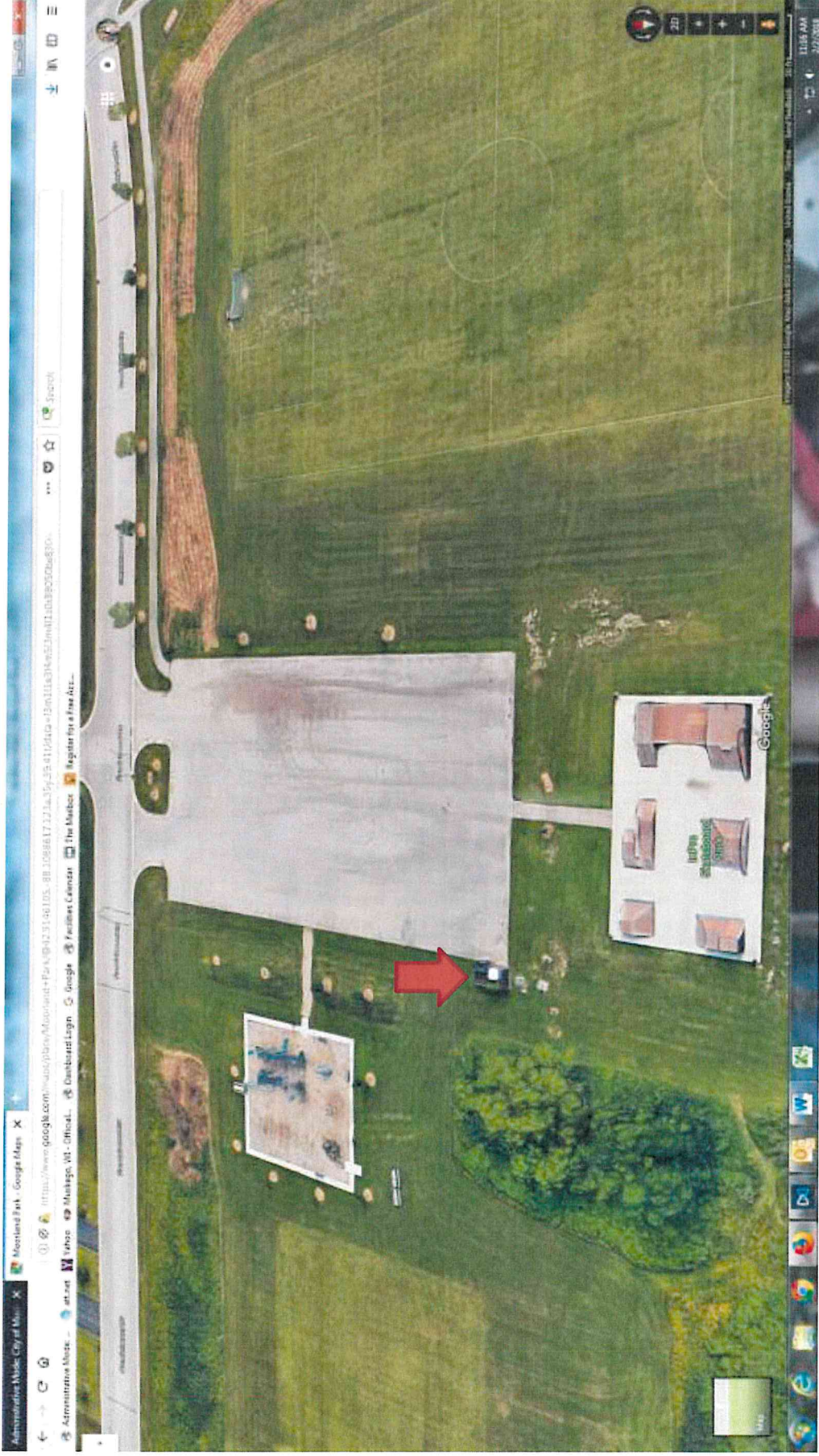
Jensen Park- 1 Handicap Accessible unit located near the ballfield. Unit to be placed in a wooden enclosure.

Parks (Seasonal) 1c. Manchester Hill Park



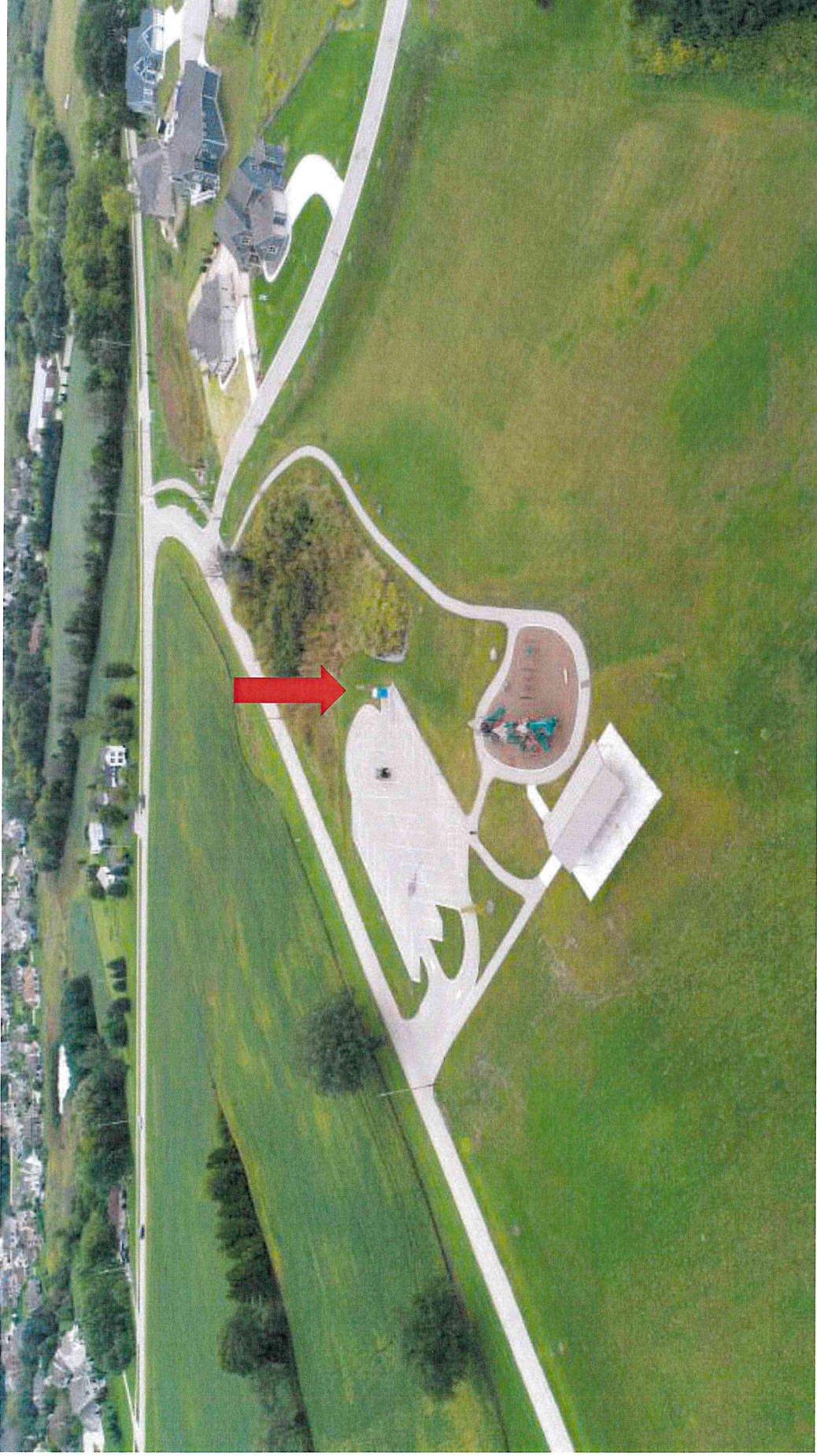
Manchester Hill Park- 1 Handicap Accessible unit located in the parking lot, close to playground. Unit to be placed in a wooden enclosure.

Parks (Seasonal) 1d. Moorland Park



Moorland Park- 1 Handicap Accessible unit located in the parking lot. Unit to be placed in a wooden enclosure.

Parks (Seasonal) 1e. Sand Hill Park



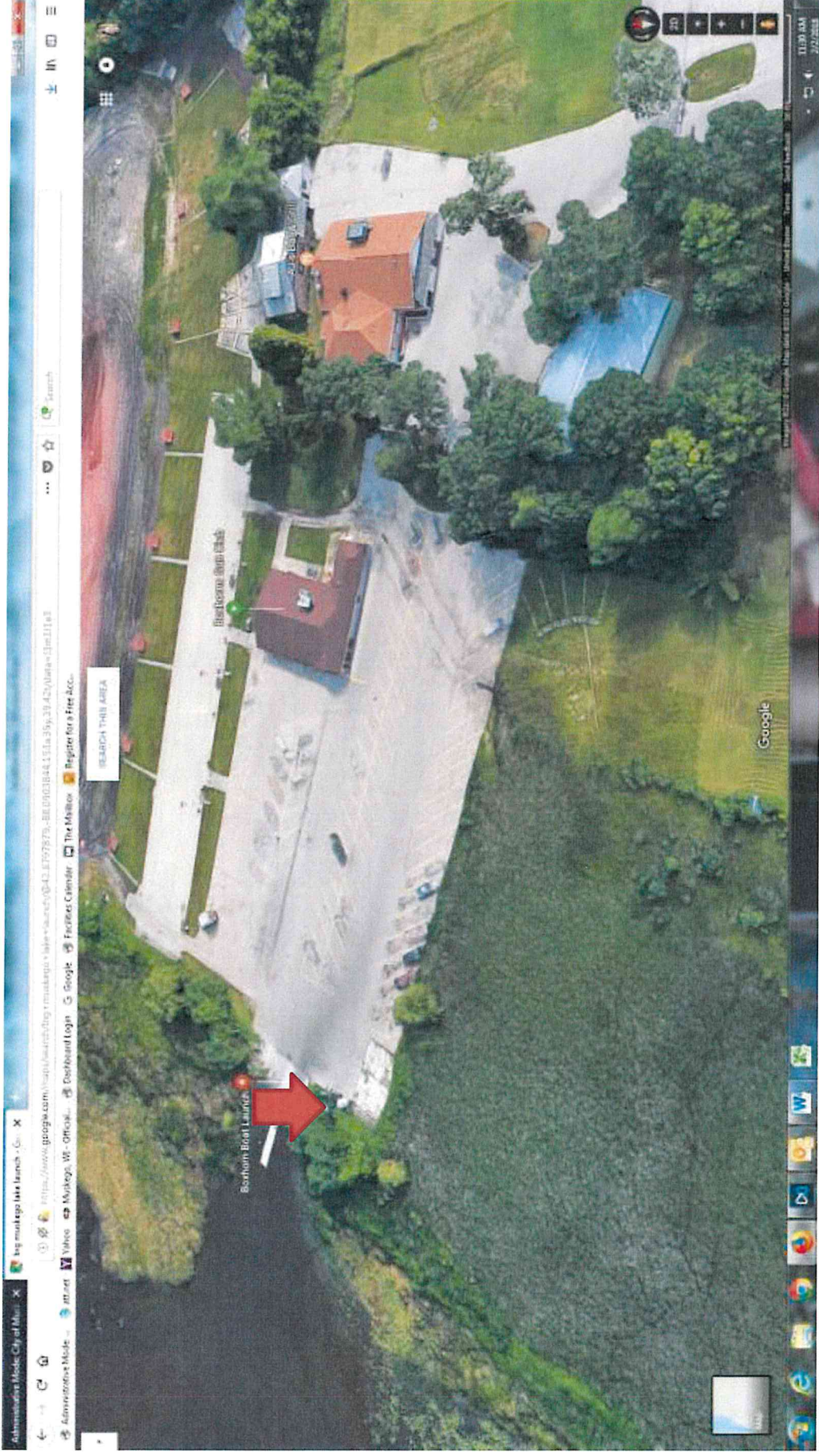
Sand Hill - Handicap Accessible unit located in the parking lot.

Boat Launches (Year Round) 2a. Big Muskego Lake Durham Launch



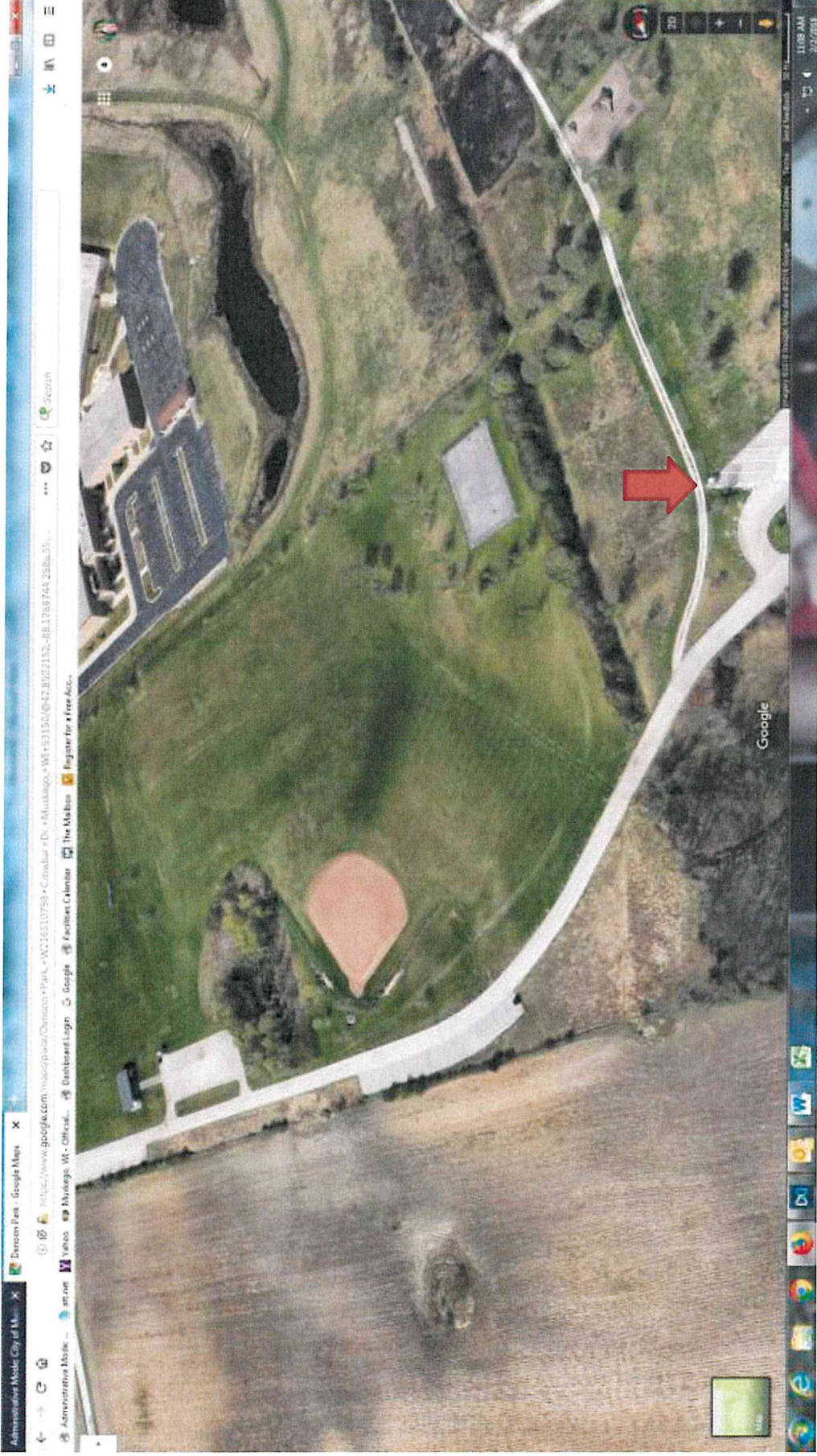
Big Muskego Lake Launch (Durham Dr.) – 1 Handicap Accessible unit located in the parking lot. Unit to be placed in a wooden enclosure.

Boat Launches (Year Round) 2b. Big Muskego Lake Boxhorn Launch



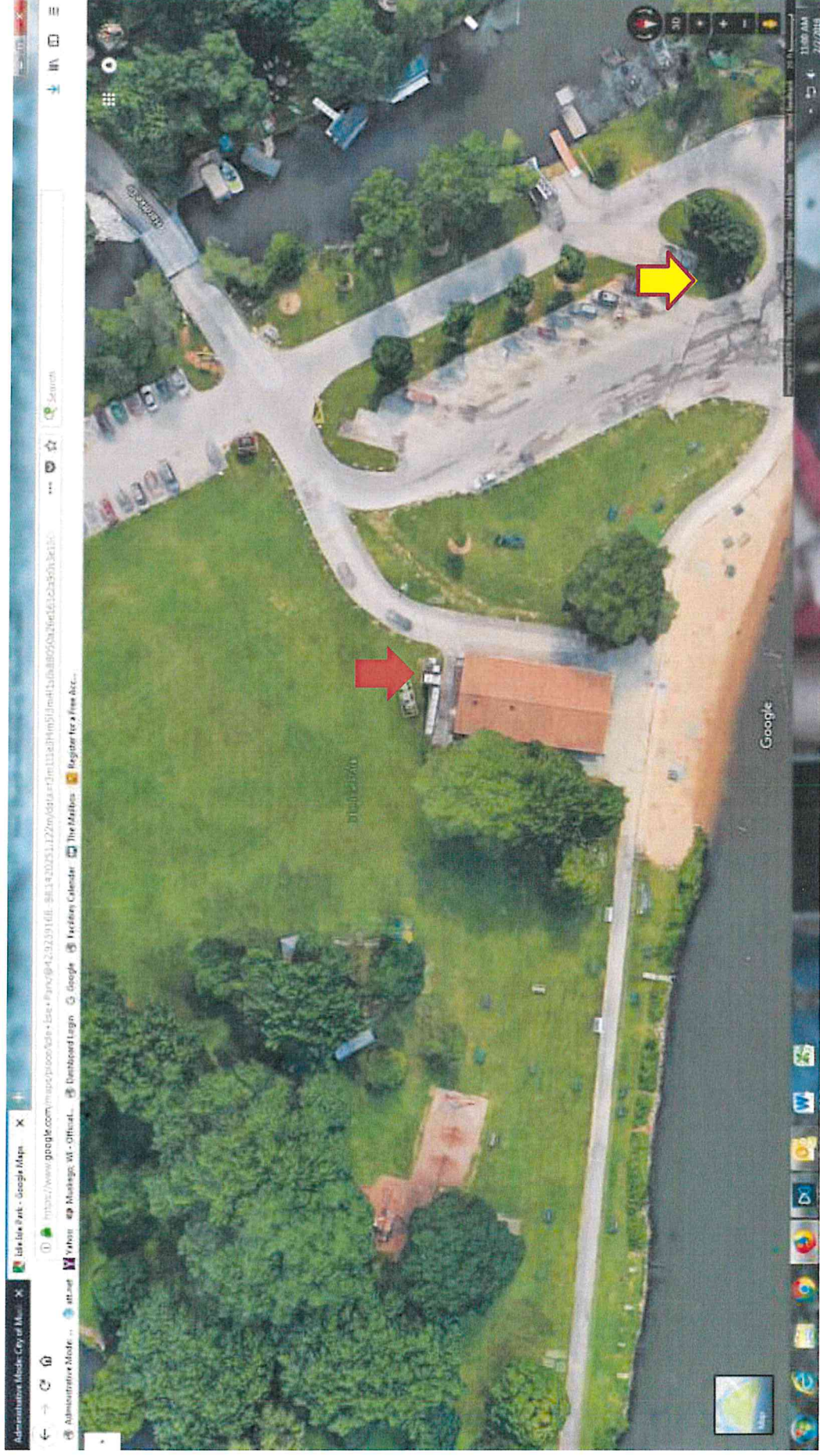
Boxhorn Boat Launch- 1 Handicap Accessible unit located in the parking lot. Unit to be placed in a wooden enclosure.

Parks (Year Round) 2c. Denoon Park



Denoon Park- 1 Handicap Accessible units to be located in the parking lot for the boat launch (near the trail to the playground).

Boat Launches (Year Round) 2d. Little Muskego Lake Idle Isle Park



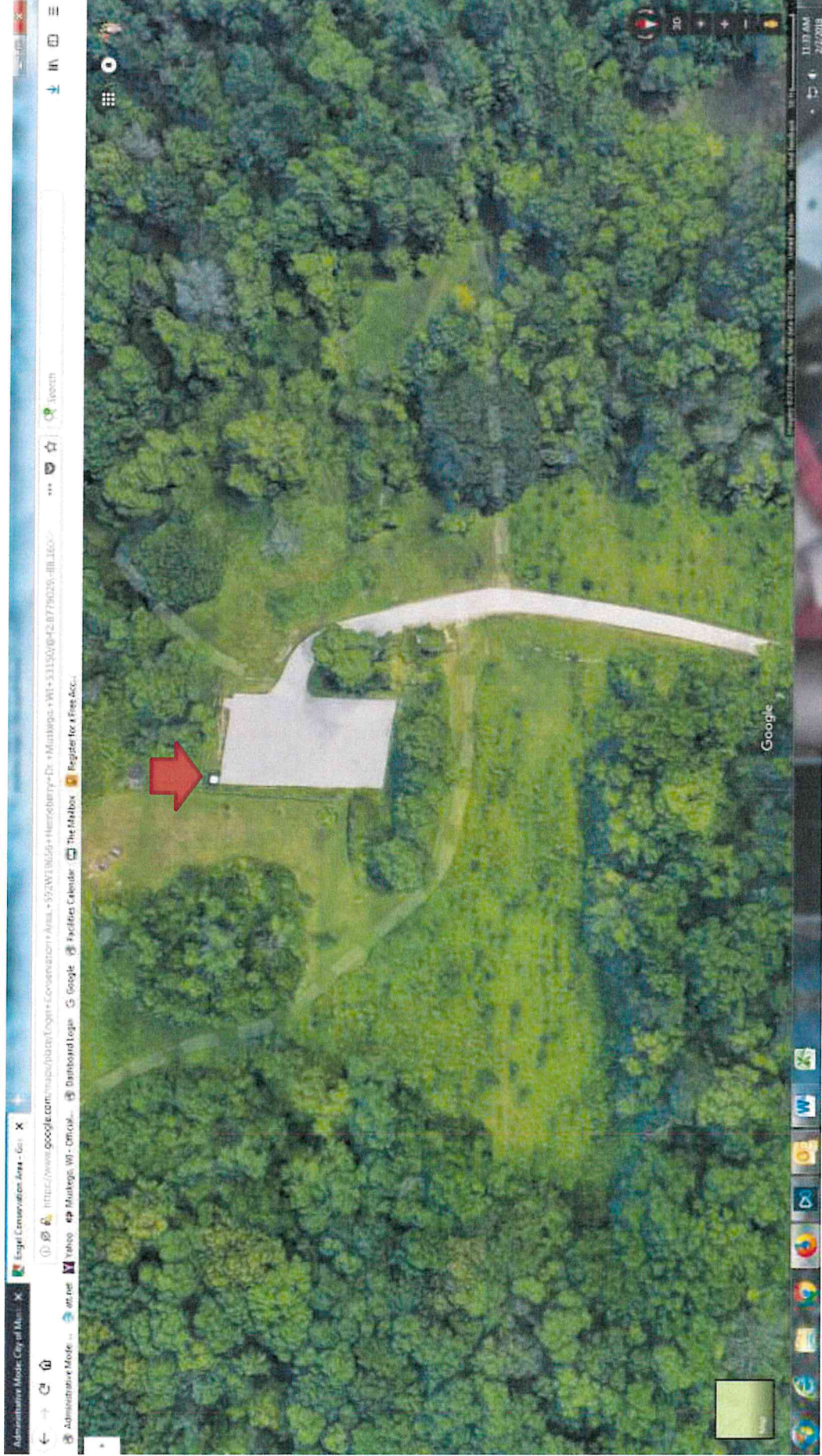
Idle Isle Park- 1 Handicap Accessible unit located at the rear of the shelter. Unit to be moved closer to the launch by the dumpster as indicated by yellow arrow. Unit to be placed in a wooden enclosure that will be built in early 2021.

Conservation Sites (Year Round) 3a. Badertscher Preserve



Badertscher Preserve - 1 Handicap Accessible unit located just off the parking lot.

Conservation Sites (Year Round) 3b. Engel Conservation Area



Engel Conservation Area - 1 Handicap Accessible unit located in the parking lot. Unit to be placed in a wooden enclosure.

**COMMON COUNCIL - CITY OF MUSKEGO
RESOLUTION #011-2021**

**AWARD OF BID
Hillendale Road Project**

WHEREAS, The City advertised for bids for the Hillendale Road Project and the following bids were received:

Contractor	Base Bid	Alternate Bid	Total Bid
All-Ways Contractors, Inc.	\$1,546,880.20	\$48,082.50	\$1,594,962.70
Super Western	\$1,580,836.45	\$50,580.00	\$1,631,416.45
Rams Contracting, Ltd.	\$1,676,149.10	\$68,328.90	\$1,744,478.00
LaLonde Contractors, Inc.	\$1,678,356.76	\$48,437.70	\$1,726,794.46
C. W. Purpero, Inc.	\$1,679,997.00	\$39,017.50	\$1,719,014.50
Payne & Dolan, Inc.	\$1,852,019.20	\$42,999.20	\$1,895,018.40
Zignego	\$1,924,193.80	\$42,810.00	\$1,967,003.80
The Wanasek Corp.	\$1,996,517.00	\$40,665.00	\$2,037,182.00

WHEREAS, The alternate bid is to pave the shoulder full road depth instead of a gravel shoulder and City Staff recommend that both the base bid and alternate bid be awarded; and

WHEREAS, As part of the bid review process, the references, past projects and experience and contractor qualifications of the two lowest contractors (All-Ways Contractors and Super Western) were fully evaluated; and

WHEREAS, As a result of the review process, staff recommends that the bid be awarded to Super Western in the total amount of \$1,631,416.45; and

WHEREAS, The difference between the two lowest bidders is \$36,453.75 (2.3%); staff believes Super Western is the lowest responsible bidder to perform this work having completed the Moorland Road and Bay Lane Drive project as well as having experience working with the Muskego-Norway School District, which is of crucial importance as the project is adjacent to Mill Valley Elementary School and the road needs to be completed before the school's fall semester begins; and

WHEREAS, The Finance Committee reviewed the bids and concurs with the recommendation of City Staff.

NOW, THEREFORE, BE IT RESOLVED That the Common Council of the City of Muskego, upon the recommendation of the Finance Committee, does hereby accept the bid submitted by Super Western in the total amount of \$1,631,416.45 for the Hillendale Road Project.

BE IT FURTHER RESOLVED That the Mayor and Clerk-Treasurer are authorized to sign the Contract in the name of the City and the City Attorney is authorized to make substantive changes to the Contract as may be necessary in order to preserve the general intent thereof.

DATED THIS 26TH DAY OF JANUARY 2021.

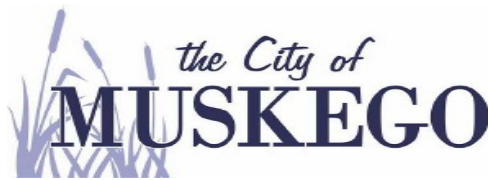
SPONSORED BY:

FINANCE COMMITTEE

This is to certify that this is a true and accurate copy of Resolution #011-2021, which was adopted by the Common Council of the City of Muskego.

Deputy Clerk

1/21jmb



Reports and Presentations to Finance Committee and Common Council

To: Finance Committee & Common Council
From: Scott Kroeger
Department: Public Works and Development
Subject: Hillendale Drive Reconstruction Award
Date: January 26, 2021

Background Information: There was 8 bids for the Hillendale Drive Reconstruction Project (refer to the attached document). Each bidder provided a based bid (pink highlight) and alternate bid (yellow highlight). The alternate bid was to paved the shoulder full road depth instead of a gravel shoulder. All 8 bids were below the budgeted amount for the project. The two lowest bidders were the following:

<u>Contractor</u>	<u>Base Bid</u>	<u>Alternate Bid</u>	<u>Total Bid</u>
1. All-Ways Contractors	\$1,546,880.20	\$48,082.50	\$1,594,962.70
2. Super Western	\$1,580,836.45	\$50,580.00	\$1,631,416.45

City Staff recommendation is to perform the work under the base bid and alternate bid for this project. The difference is \$36,453.75 (2.3%) between the two lowest bidders. As part of the bid process review, the two lowest contractor’s references, past projects, and qualifications were vetted.

After checking on references from various communities, project experience and contractor qualifications; City Staff recommends awarding Super Western the Hillendale Drive Reconstruction Project. Super Western is very qualified to do this work and recently finished the Moorland Road and Baylane Drive project for the City of Muskego. Furthermore, Super Western is experienced working with the Muskego Norway School District in getting a road project adjacent to a school completed on time and getting the road open before the school’s fall semester to begin.

Key Issues for Consideration: Attachments

1. Bid Summary for Hillendale Drive Reconstruction Project

Recommendation for Action by Committee and/or Council: Award Hillendale Drive Reconstruction project to Super Western.

Date of Committee Action: Finance Committee January 26, 2021

Planned Date of Council Action (if required): January 26, 2021

Total \$ Needed: \$

Fiscal Note(s): Within in Capital Budget

\$ Budgeted: \$2,800,000

Expenditure Account(s) to Be Used: #410.08.91.19.6507 - Hillendale Drive Reconstruction

(3/2019)

CITY OF MUSKEGO
FINANCE COMMITTEE MINUTES
December 8, 2020
6:00 PM
City Hall, W182 S8200 Racine Avenue



CALL TO ORDER

Mayor Petfalski called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

Those present recited the Pledge of Allegiance.

ROLL CALL

Present: Committee Members Alderpersons Wolfe, Kubacki, and Madden. Also present: Alderpersons Terrence, Kapusta, and Engelhardt, Public Works & Development Director Kroeger, City Attorney Warchol, and Administrative Assistant Crisp.

PUBLIC MEETING NOTICE

Ms. Crisp stated that the meeting was noticed in accordance with the open meeting law.

APPROVAL OF MINUTES – November 24, 2020

Aldersperson Wolfe moved to approve. Aldersperson Kubacki seconded; motion carried.

LICENSE APPROVAL

Recommend Approval of Operator Licenses

Aldersperson Kubacki moved to recommend approval of an Operator License for David Krueger, Jennifer Roesch, and Abigail Verzal. Aldersperson Wolfe seconded; motion carried.

NEW BUSINESS

Recommend Approval of City of Muskego/Muskego Historical Society Old Muskego Settlement Centre Agreement

Aldersperson Madden moved to recommend approval. Aldersperson Wolfe seconded; motion carried.

VOUCHER APPROVAL

Utility Vouchers

Alderson Wolfe made a motion to approve Utility Vouchers in the amount of \$22,933.29. Alderson Madden seconded; motion carried.

General Fund Vouchers

Alderson Wolfe made a motion to approve General Fund Vouchers in the amount of \$208,611.53. Alderson Kubacki seconded; motion carried.

Wire Transfers for Payroll/Invoice Transmittals

Alderson Wolfe made a motion to approve Wire Transfers for Payroll/Invoice Transmittals in the amount of \$356,779.29. Alderson Madden seconded; motion carried.

FINANCE DIRECTOR'S REPORT

None

COMMUNICATIONS AND OTHER BUSINESS AS AUTHORIZED BY LAW

None

ADJOURNMENT

Alderson Kubacki made a motion to adjourn at 6:03 p.m. Alderson Wolfe seconded; motion carried.

Minutes taken and transcribed by Christine Crisp.

**COMMON COUNCIL - CITY OF MUSKEGO
ORDINANCE #1455**

**AN ORDINANCE TO AMEND THE ZONING MAP
OF THE CITY OF MUSKEGO**

(Wisco Carts and Milwaukee Camper Rental - B-2 to B-3)

THE COMMON COUNCIL OF THE CITY OF MUSKEGO, WISCONSIN, DO ORDAIN
AS FOLLOWS:

SECTION 1: The following described property is hereby rezoned from B-2 – Local
Service Center District to B-3 – General Business District:

Tax Key No. 2225.984/S80 W19025 Janesville Road

SECTION 2: The several sections of this ordinance are declared to be severable. If
any section or portion thereof shall be declared by a decision of a court of competent
jurisdiction to be invalid, unlawful, or unenforceable, such decision shall apply only to
the specific section or portion thereof directly specified in the decision, and not affect the
validity of all other provisions, sections, or portion thereof of the ordinance which shall
remain in full force and effect. Any other ordinances whose terms are in conflict with the
provisions of this ordinance are hereby repealed as to those terms that conflict.

SECTION 3: This ordinance is in full force and effect from and after passage and
publication subject to approval of a Building, Site and Operation Plan by the Plan
Commission and the issuance of a Building Permit.

PASSED AND APPROVED THIS XX DAY OF FEBRUARY 2020.

CITY OF MUSKEGO

Rick Petfalski, Mayor

First Reading: January 26, 2020

ATTEST:

Clerk-Treasurer

Notice of Newly Enacted Ordinance Published:

**COMMON COUNCIL - CITY OF MUSKEGO
ORDINANCE #1456**

**AN ORDINANCE TO AMEND CHAPTER 267,
SECTIONS 267-4., 267-6., 267-7. C. AND 267-18.,
OF THE MUNICIPAL CODE OF THE CITY OF MUSKEGO
(Peddlers, Solicitors and Transient Merchants)**

THE COMMON COUNCIL OF THE CITY OF MUSKEGO, WISCONSIN DO ORDAIN AS FOLLOWS:

SECTION 1: Chapter 267, Section 267-4., of the Municipal Code of the City of Muskego, is hereby amended to read as follows:

§ 267-4. Application for license.

A ~~sworn~~; written application for a license under this chapter shall be filed with the City Clerk-Treasurer on a form provided by the Clerk-Treasurer's office. The form shall require the necessary information from the applicant ~~as that~~ the Police Department shall need for the effective enforcement of this chapter and safeguarding of the residents of the City from fraud, misconduct or abuse. Applicants shall present a valid driver's license at the time the application is submitted or some other proof of identity as may be reasonably required. Any sales to be conducted on property governed by the Public Works and Development Department must comply with Chapter **259** of the City Code.

- A. Peddlers and solicitors. The applicant who is the prospective licensee must obtain a license in his/her own name. The prospective licensee must further obtain a permit for each individual person peddling or soliciting. The prospective licensee and each person peddling or soliciting under the licensee are required to remit fees as set forth in § **267-5**.
- B. Transient merchants. The applicant who is the prospective licensee must obtain a license in his/her own name. The prospective licensee is required to remit fees as set forth in § **267-5**. Applicants for a transient merchant license must contact the Public Works and Development Department to determine if review and approval is needed by the Plan Commission. The Clerk-Treasurer will not issue the license until such approval is obtained.

SECTION 2: Chapter 267, Section 267-6., of the Municipal Code of the City of Muskego, is hereby amended to read as follows:

§ 267-6. Charitable organizations.

Any organization defined as a charitable organization shall file a ~~sworn~~; written application with the City Clerk-Treasurer on a form provided by the Clerk-Treasurer's office. The form shall require the necessary information from the applicant ~~as that~~ the Police Department shall need for the effective enforcement of this chapter and safeguarding of the residents of the City from fraud, misconduct or abuse.

- A. Charitable organizations are exempt from payment of the license fee, except for the investigation fee for each representative of the organization. The fee charged shall be based on the actual costs associated with the investigation and is nonrefundable.
- B. Proof of tax-exempt status must be furnished to the City Clerk-Treasurer.

Ordinance #1456

SECTION 3: Chapter 267, Section 267-7. C., of the Municipal Code of the City of Muskego, is hereby amended to read as follows:

§ 267-7. Investigation and issuance.

- C. If the Chief of Police finds the application cannot be approved per the standards of Subsection **B**, the Chief shall state, in writing, his reasons for doing so, including a statement of how the circumstances of the offense relate to the particular licensed activity, and return said application to the City Clerk-Treasurer, who shall notify the applicant that the application is disapproved and that no license will be issued. In this event, the applicant shall be given an opportunity to appeal before the Finance Committee to show evidence of rehabilitation and fitness to engage in the licensed activity. The Finance Committee shall consider the factors stated in Wis. Stats. ~~111.355(4)(d)~~ **111.335(4)(d)** in making its determination regarding evidence of rehabilitation and fitness to engage in the licensed activity.

SECTION 4: Chapter 267, Section 267-18., of the Municipal Code of the City of Muskego, is hereby amended to read as follows:

§ 267-18. Sales events.

The individual exhibitors involved in a sales event, as defined in § **267-2**, shall not be required to obtain individual licenses as provided in this chapter; provided, however, that the following conditions are complied with:

- A. The person organizing the event, or an agent if the event is being organized by a corporation, shall obtain a sales event license from the City Clerk-Treasurer of the City of Muskego.
- B. In order to obtain a sales event license, the applicant must file a ~~sworn~~, written application with the City Clerk-Treasurer on a form to be furnished by the City Clerk-Treasurer. The form shall require the necessary information **as that** the Police Department shall need for effective enforcement of this chapter and safeguarding of the residents of the City from fraud, misconduct or abuse.
- C. The applicant must obtain a separate license for each day that the sales event takes place.
- D. Upon receipt of the application, the application shall be referred to the Chief of Police for investigation pursuant to § **267-7**.
- E. The applicant for a sales event licensee shall pay a daily fee for each day that the sales event takes place as set by a resolution approved by the Common Council.

SECTION 5: The several sections of this Ordinance are declared to be severable. If any section or portion thereof shall be declared by a decision of a court of competent jurisdiction to be invalid, unlawful, or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision, and not affect the validity of all other provisions, sections, or portion thereof of the Ordinance which shall remain in full force and effect. Any other Ordinance whose terms are in conflict with the provisions of this Ordinance is hereby repealed as to those terms that conflict.

SECTION 6: This Ordinance shall be in full force and effect from and after its passage and publication.

PASSED AND APPROVED THIS DAY OF FEBRUARY 2021.

Ordinance #1456

CITY OF MUSKEGO

Rick Petfalski, Mayor

ATTEST:

First reading: January 26, 2021

Clerk-Treasurer

Ordinance Published:

1/2021jmb

Council Date

January 26, 2021

Total Vouchers All Funds

\$ 5,024,880.08

Total Voucher Approval

Utility Vouchers (Approve Separately)

Water Vouchers \$ 26,535.27

Water Wire Transfers

Total Water \$ 26,535.27

Sewer Vouchers 4,048,097.33

Sewer Wire Transfers

Total Sewer \$ 4,048,097.33

Net Total Utility Vouchers \$ 4,074,632.60

#1 - Utility Voucher Approval

Tax Vouchers - Refunds & Tax Settlements (Approve Separately)

Tax Vouchers \$ 75,183.82

Tax Void Checks (

Total Tax Vouchers \$ 75,183.82

#2 - Tax Voucher Approval

Total General Fund Vouchers (Approve Separately)

General Fund Vouchers \$ 875,063.66

General Fund Prior Council Correction (

Total General Fund Vouchers \$ 875,063.66

#3 - General Voucher Approval

Big Muskego Lake Vouchers

\$

Development Fund Vouchers

\$

Wire transfers (Approve Separately):

Debt Service \$

Payroll/Invoice Transmittals \$ 365,652.12

#4 - Wire Transfers Approval

Void Checks Since Last Report

Check # Amount

Total 0.00 *

Check # Amount

Total ***

Total ***

Report Criteria:
 Detail report.
 Invoices with totals above \$0 included.
 Paid and unpaid invoices included.
 [Report].Description = {<>} "1099 adjustment"
 Invoice Detail.Type = {>} "adjustments"

Invoice Number	SeqNo	Type	Description	Invoice Date	Payment Due Date	Total Cost	GL Period	GL Account Number
ABC SUPPLY INC - MBA#743								
10816435	1	Invoice	TRUMBULL TRULO	01/07/2021	01/26/2021	999.60	121	100.04.51.02.5740
82747500	1	Invoice	SERVICE FEE	12/31/2020	01/26/2021	29.99	1220	100.04.51.02.5740
Total ABC SUPPLY INC - MBA#743:						1,029.59		
ABRAHAM'S ON-SITE SHREDDING SERVICE								
0003707	1	Invoice	CONTAINER SVC - PD	12/22/2020	01/26/2021	99.00	1220	100.02.20.01.5723
0003829	1	Invoice	SHREDDING - PD	01/07/2021	01/26/2021	54.00	121	100.02.20.01.5723
Total ABRAHAM'S ON-SITE SHREDDING SERVICE:						153.00		
ABT MAILCOM								
38501	1	Invoice	4TH QTR UTILITY BILLS	01/06/2021	01/26/2021	930.56	121	205.03.00.00.6056
38501	3	Invoice	4TH QTR UTILITY BILLS	01/06/2021	01/26/2021	1,861.12	121	601.61.63.42.5701
38501	2	Invoice	4TH QTR UTILITY BILLS	01/06/2021	01/26/2021	930.56	121	205.03.30.00.5704
38501	4	Invoice	4TH QTR UTILITY BILLS	01/06/2021	01/26/2021	1,861.13	121	605.55.09.03.5702
Total ABT MAILCOM:						5,583.37		
ACE HARDWARE - WINDLAKE								
01212	1	Invoice	SHOP TOWELS AND SUPPLIES	12/31/2020	01/26/2021	104.12	1220	601.61.61.15.5415
Total ACE HARDWARE - WINDLAKE:						104.12		
ADMIT ONE PRODUCTS, INC.								
309070	1	Invoice	VOTER TICKETS	10/21/2020	01/26/2021	201.95	1220	100.01.03.00.5704
Total ADMIT ONE PRODUCTS, INC.:						201.95		
AHLBORN, BRIAN & NICOLE								
2174151/01262	1	Invoice	TAX REFUND/17	01/11/2021	01/26/2021	271.13	121	501.00.00.00.2120
Total AHLBORN, BRIAN & NICOLE:						271.13		
ALFREDSON, STEFAN & JOANNA								
AL/012621	1	Invoice	REIMBURSE LML FEES	01/26/2021	01/26/2021	76.45	1220	100.01.06.00.4601
Total ALFREDSON, STEFAN & JOANNA:						76.45		
AM TOWING								
W 28517	1	Invoice	TOW FROM IR #21-501	01/13/2021	01/26/2021	226.00	121	100.02.20.01.5722
Total AM TOWING:						226.00		
AMAZON CAPITAL SERVICES								
11TK-PGGH-3	1	Invoice	FLOOR MATS FOR DISPATCH	01/13/2021	01/26/2021	359.98	121	100.02.20.01.5415
11W4-CDRR-R	1	Invoice	PELOCK UNIFORMS 2020	01/03/2021	01/26/2021	69.95	121	100.02.20.01.5151
17VT-DFV7-4J	1	Invoice	CARDSTOCK	12/27/2020	01/26/2021	31.99	1220	100.05.71.00.6062
17VT-DFV7-4J	2	Invoice	USB DRIVES & CORRECTION FLUI	12/27/2020	01/26/2021	14.89	1220	100.05.71.00.5701
1DNL-PJ4G-31	1	Invoice	PORTABLE HARDDRIVES FOR EVID	01/06/2021	01/26/2021	199.91	121	100.02.20.01.5722

Invoice Number	SeqNo	Type	Description	Invoice Date	Payment Due Date	Total Cost	GL Period	GL Account Number
1F1X-RQNW-F	1	Invoice	PORTABLE HEATER	12/29/2020	01/26/2021	41.20	1220	100.05.71.00.5701
1F1X-RQNW-F	2	Invoice	POSTCARDS	12/29/2020	01/26/2021	51.51	1220	100.05.71.00.6062
1JHY-1J4Q-F9	1	Invoice	PRINT	01/10/2021	01/26/2021	188.44	121	100.05.71.01.5711
1JHY-1JRQ-CJ	1	Invoice	FLASH DRIVES	01/10/2021	01/26/2021	112.95	121	100.02.20.01.5722
1JJT-JG66-GW	1	Invoice	LAMINATING POUCHES	12/26/2020	01/26/2021	88.98	1220	100.05.71.00.6062
1JJT-JG66-GW	3	Invoice	ALCOHOL PADS, NITRILE L GLOV	12/26/2020	01/26/2021	81.19	1220	100.05.71.00.5703
1JJT-JG66-GW	2	Invoice	USB DRIVES, MICE, PAPER CLIPS,	12/26/2020	01/26/2021	164.22	1220	100.05.71.00.5701
1JJT-JG66-GW	4	Invoice	BOOK TAPE	12/26/2020	01/26/2021	91.40	1220	100.05.71.00.5702
1JJT-JG66-LG	1	Invoice	PRINT	12/26/2020	01/26/2021	16.18	1220	100.05.71.01.5711
1KTF-3LRF-V3	1	Invoice	ELECTRONIC MATERIALS	12/14/2020	01/26/2021	224.72	1220	100.05.71.03.5711
1MFF-FM91-F1	1	Invoice	PRINT	12/30/2020	01/26/2021	14.99	1220	100.05.71.01.5711
1NRP-JKPN-D	1	Invoice	TONER CARTRIDGE CLERICAL PR	01/06/2021	01/26/2021	122.99	121	100.02.20.01.5610
1V9Q-3KHT-9V	1	Invoice	ELECTRONIC MATERIALS	12/22/2020	01/26/2021	29.99	1220	100.05.71.03.5711
1WRG-J64C-R	1	Invoice	TONER	01/12/2021	01/26/2021	49.95	121	100.02.25.00.5704
1YH7-7GHK-N	1	Invoice	DESK CALENDARS	01/03/2021	01/26/2021	27.77	121	100.02.20.01.5701
Total AMAZON CAPITAL SERVICES:						1,983.20		
AMERICAN HYDRAULICS INC								
25170	1	Invoice	MOTORS	01/04/2021	01/26/2021	980.29	121	100.04.51.07.5405
Total AMERICAN HYDRAULICS INC:						980.29		
AMROCK LLC								
2229991/01262	1	Invoice	TAX REFUND/19	01/13/2021	01/26/2021	3,990.42	121	501.00.00.00.2120
Total AMROCK LLC:						3,990.42		
ANDY KRAATZ OVERHEAD DOORS, LLC								
2254	1	Invoice	SERVICE FOR DOOR	01/07/2021	01/26/2021	175.00	121	100.04.51.08.5415
Total ANDY KRAATZ OVERHEAD DOORS, LLC:						175.00		
ANTHOLINE, ROBERT & DIANA								
2204105/01262	1	Invoice	TAX REFUND/13	12/31/2020	01/26/2021	1,373.25	1220	501.00.00.00.2120
Total ANTHOLINE, ROBERT & DIANA:						1,373.25		
AUGUSTINE, JESSE & MEGHAN								
2176227/01262	1	Invoice	TAX REFUND/15	01/07/2021	01/26/2021	4,389.33	121	501.00.00.00.2120
Total AUGUSTINE, JESSE & MEGHAN:						4,389.33		
B & H PHOTO								
182373454	1	Invoice	HANDHELD WIRELESS MICROPH	12/23/2020	01/26/2021	192.47	1220	100.05.71.00.6062
Total B & H PHOTO:						192.47		
BAKER & TAYLOR COMPANY								
2035678346	1	Invoice	PRINT	12/17/2020	01/26/2021	1,032.17	1220	100.05.71.01.5711
2035689991	1	Invoice	PRINT	12/23/2020	01/26/2021	565.59	1220	100.05.71.01.5711
2035699867	1	Invoice	PRINT	12/30/2020	01/26/2021	1,083.45	1220	100.05.71.01.5711
3225368	1	Invoice	PRINT	12/22/2020	01/26/2021	22.99	1220	100.05.71.01.5711
5016642253	1	Invoice	PRINT	12/24/2020	01/26/2021	73.67	1220	100.05.71.01.5711
5016654276	1	Invoice	PRINT	12/30/2020	01/26/2021	27.35	1220	100.05.71.01.5711
Total BAKER & TAYLOR COMPANY:						2,759.24		

Invoice Number	SeqNo	Type	Description	Invoice Date	Payment Due Date	Total Cost	GL Period	GL Account Number
BARCELAR, HARRY & BONNIE								
2237015/01262	1	Invoice	TAX REFUND/10	12/28/2020	02/26/2021	574.65	1220	501.00.00.00.2120
Total BARCELAR, HARRY & BONNIE:						574.65		
BARKER, ERIC A								
2252975/01262	1	Invoice	TAX REFUND/13	12/31/2020	01/26/2021	23.15	1220	501.00.00.00.2120
Total BARKER, ERIC A:						23.15		
BAUTCH, BRENT								
BA/012621	1	Invoice	CLOTHING ALLOWANCE	11/10/2020	01/26/2021	300.00	1220	100.04.51.01.5225
Total BAUTCH, BRENT:						300.00		
BEDROCK SEWER & WATER INC								
P21-201627	1	Invoice	OVERPAYMENT ON P21-201627	01/12/2021	01/26/2021	120.00	121	100.02.25.00.4250
Total BEDROCK SEWER & WATER INC:						120.00		
BELLER, JOSEPH JR & JESSICA								
2174011/01262	1	Invoice	TAX REFUND/13	12/31/2020	01/26/2021	140.80	1220	501.00.00.00.2120
Total BELLER, JOSEPH JR & JESSICA:						140.80		
BIZZLE, PRESTON & CRYSTAL ET AL								
2218020002/01	1	Invoice	TAX REFUND/13	12/31/2020	01/26/2021	591.81	1220	501.00.00.00.2120
Total BIZZLE, PRESTON & CRYSTAL ET AL:						591.81		
BLAKE, CRISTI & ERIK								
2162142/01262	1	Invoice	TAX REFUND/13	12/31/2020	01/26/2021	2,875.86	1220	501.00.00.00.2120
Total BLAKE, CRISTI & ERIK:						2,875.86		
BRAUN, JAMES								
2193038/01262	1	Invoice	TAX REFUND/13	12/31/2020	01/26/2021	164.64	1220	501.00.00.00.2120
Total BRAUN, JAMES:						164.64		
BRENT, DAVID & KAREN								
2174184/01262	1	Invoice	TAX REFUND/12	12/30/2020	01/26/2021	119.48	1220	501.00.00.00.2120
Total BRENT, DAVID & KAREN:						119.48		
CARPIO, MARLO & HEIDI								
2164116/01262	1	Invoice	TAX REFUND/11	12/29/2020	01/26/2021	11.38	1220	501.00.00.00.2120
Total CARPIO, MARLO & HEIDI:						11.38		
CDW GOVERNMENT, INC								
6419909	1	Invoice	ADOBE STOCK 10 IMAGES	01/11/2021	01/26/2021	341.66	121	100.05.72.10.5506
6419909	2	Invoice	ADOBE INDESIGN ANNUAL	01/11/2021	01/26/2021	387.23	121	100.05.72.10.5506
6425695	1	Invoice	PRINTER REPLACEMENT SQUAD 5	01/11/2021	01/26/2021	326.74	121	100.01.14.00.5506
6435732	1	Invoice	EPSON	01/11/2021	01/26/2021	759.23	121	100.01.03.00.5410
Total CDW GOVERNMENT, INC:						1,814.86		

Invoice Number	SeqNo	Type	Description	Invoice Date	Payment Due Date	Total Cost	GL Period	GL Account Number
CHUBB								
P#000D951978	1	Invoice	CYBER ERM	01/14/2021	01/26/2021	4,726.00	121	100.01.06.00.6110
Total CHUBB:						4,726.00		
CIVIC SYSTEMS LLC								
CVC20137	1	Invoice	SEMI-ANNUAL SUPPORT FEES	12/28/2020	01/26/2021	5,232.00	121	100.01.03.00.5506
CVC20137	5	Invoice	SEMI-ANNUAL SUPPORT FEES	12/28/2020	01/26/2021	436.00	121	205.03.00.00.5702
CVC20137	3	Invoice	SEMI-ANNUAL SUPPORT FEES	12/28/2020	01/26/2021	1,308.00	121	605.56.09.23.5510
CVC20137	2	Invoice	SEMI-ANNUAL SUPPORT FEES	12/28/2020	01/26/2021	1,308.00	121	601.61.63.42.5509
CVC20137	4	Invoice	SEMI-ANNUAL SUPPORT FEES	12/28/2020	01/26/2021	436.00	121	205.03.30.00.5704
Total CIVIC SYSTEMS LLC:						8,720.00		
CLARK, CHARLES & DIANE								
2198113/01262	1	Invoice	TAX REFUND/15	01/07/2021	01/26/2021	3,240.10	121	501.00.00.00.2120
Total CLARK, CHARLES & DIANE:						3,240.10		
COMMUNITY HOLDINGS LLC								
2283999/01262	1	Invoice	TAX REFUND/15	01/07/2021	01/26/2021	304.50	121	501.00.00.00.2120
Total COMMUNITY HOLDINGS LLC:						304.50		
COMPLETE OFFICE OF WIS								
843773	1	Invoice	FIN SUPPLIES	01/07/2021	01/26/2021	59.90	121	100.01.03.00.5701
848767	1	Invoice	COURT OFFICE SUPPLIES	01/12/2021	01/26/2021	20.40	121	100.01.08.00.5701
849239	1	Invoice	JILL'S PRINTER TONER	01/13/2021	01/26/2021	80.86	121	100.01.03.00.5701
Total COMPLETE OFFICE OF WIS:						161.16		
CORE & MAIN LP								
N563228	1	Invoice	RUB DROP IN MTR GSKT	01/07/2021	01/26/2021	47.36	121	605.55.09.03.5410
Total CORE & MAIN LP:						47.36		
CRANE ENGINEERING SALES, INC								
385739-00	1	Invoice	AUMA ACTUATOR	12/30/2020	01/26/2021	7,430.00	1220	605.52.06.25.5101
Total CRANE ENGINEERING SALES, INC:						7,430.00		
CWKK CRIME DEX								
E2996D36-000	1	Invoice	CRIME REFERENCE SOFTWARE	01/05/2020	01/26/2021	79.00	121	100.02.20.01.5722
Total CWKK CRIME DEX:						79.00		
DEAN, DAVID & STEPHANIE								
2191191/01262	1	Invoice	TAX REFUND/10	12/28/2020	01/26/2021	41.24	1220	501.00.00.00.2120
Total DEAN, DAVID & STEPHANIE:						41.24		
DEMPSEY, DONALD & JANICE								
2221106/01262	1	Invoice	TAX REFUND/15	01/07/2021	01/26/2021	5,501.23	121	501.00.00.00.2120
Total DEMPSEY, DONALD & JANICE:						5,501.23		
DERMATEC DIRECT								
1538273	1	Invoice	GLOVES	01/13/2021	01/26/2021	231.89	121	100.02.20.01.5722

Invoice Number	SeqNo	Type	Description	Invoice Date	Payment Due Date	Total Cost	GL Period	GL Account Number
Total DERMATEC DIRECT:						231.89		
DICKMANN, SCOTT								
DI/012621	1	Invoice	REIMBURSE LML FEES	01/26/2021	01/26/2021	750.00	1220	100.01.06.00.4601
Total DICKMANN, SCOTT:						750.00		
DIETZLER, KENNETH & NICHOLE								
2191040/01262	1	Invoice	TAX REFUND/13	12/31/2020	01/26/2021	192.69	1220	501.00.00.00.2120
Total DIETZLER, KENNETH & NICHOLE:						192.69		
DIVERSIFIED BENEFIT SERV INC.								
320160	1	Invoice	JAN HRA HEALTH REIMBURSEME	01/13/2021	01/26/2021	654.45	121	100.01.06.00.5203
Total DIVERSIFIED BENEFIT SERV INC.:						654.45		
DRM INDUSTRIES CORP								
41997	1	Invoice	SALT CONVEYOR	12/03/2020	01/26/2021	64,237.50	121	401.08.93.51.6507
Total DRM INDUSTRIES CORP:						64,237.50		
DUNN'S SPORTING GOODS								
76534VV	1	Invoice	YOUTH WINTER LEAGUE BASKET	01/07/2021	01/26/2021	4,560.00	121	100.05.72.13.5702
Total DUNN'S SPORTING GOODS:						4,560.00		
ELLIOTT, RANDY & HEATHER								
2187015/01262	1	Invoice	TAX REFUND/12	12/30/2020	01/26/2021	30.53	1220	501.00.00.00.2120
Total ELLIOTT, RANDY & HEATHER:						30.53		
ELLIOTT'S ACE HARDWARE								
601005/012621	3	Invoice	PD MAINT	12/31/2020	01/26/2021	12.40	1220	100.02.20.01.5415
601005/012621	1	Invoice	CITY HALL MAINT	12/31/2020	01/26/2021	95.45	1220	100.01.09.00.5415
601005/012621	4	Invoice	NON DEPT	12/31/2020	01/26/2021	30.57	1220	100.01.06.00.5701
601005/012621	2	Invoice	PD ECD	12/31/2020	01/26/2021	39.08	1220	100.02.20.01.5415
Total ELLIOTT'S ACE HARDWARE:						177.50		
FAIRCHILD EQUIPMENT								
K58952	1	Invoice	SLING	07/22/2020	01/26/2021	39.35	1220	100.04.51.07.5405
Total FAIRCHILD EQUIPMENT:						39.35		
FINDAWAY WORLD LLC								
338014	1	Invoice	AV	12/30/2020	01/26/2021	43.99	1220	100.05.71.02.5711
338190	1	Invoice	AV	12/31/2020	01/26/2021	1,012.82	1220	100.05.71.02.5711
Total FINDAWAY WORLD LLC:						1,056.81		
FITZGERALD, DAVID								
2176023/01262	1	Invoice	TAX REFUND/14	01/06/2021	01/26/2021	2,250.31	121	501.00.00.00.2120
Total FITZGERALD, DAVID:						2,250.31		

Invoice Number	SeqNo	Type	Description	Invoice Date	Payment Due Date	Total Cost	GL Period	GL Account Number
FLORYANCE, PETER & CHERYL								
2167077/01262	1	Invoice	TAX REFUND/11	12/29/2020	01/26/2021	366.13	1220	501.00.00.00.2120
Total FLORYANCE, PETER & CHERYL:						366.13		
FORELAND LTD								
FO/012621	1	Invoice	REIMBURSE LML FEES	01/26/2021	01/26/2021	75.00	1220	100.01.06.00.4601
Total FORELAND LTD:						75.00		
FOTH INFRASTRUCTURE &								
70492	1	Invoice	HILLENDALE DRIVE RECONSTRU	01/05/2021	01/26/2021	20,977.00	1220	410.08.91.19.6507
Total FOTH INFRASTRUCTURE &:						20,977.00		
FROEDTERT HEALTH INC								
10462597	1	Invoice	BLOOD DRAW	12/25/2020	01/26/2021	28.00	1220	100.02.20.01.5722
Total FROEDTERT HEALTH INC:						28.00		
GALLS, LLC,-DBA RED THE UNIFORM TAILOR								
017319203	1	Invoice	ROZESKI UNIFORM CREDIT	12/30/2020	01/26/2021	88.00	1220	100.02.20.01.5151
BC1263344	1	Invoice	MONREAL UNIFORMS	12/30/2020	01/26/2021	73.21	1220	100.02.20.01.5151
BC1265852	1	Invoice	MESICH UNIFORMS	01/05/2021	01/26/2021	41.84	121	100.02.20.01.5151
BC1266242	1	Invoice	JONES UNIFORMS	01/05/2021	01/26/2021	462.21	121	100.02.20.01.5151
Total GALLS, LLC,-DBA RED THE UNIFORM TAILOR:						489.26		
GEIBEL, RANDY & SANDRA								
2193054/01262	1	Invoice	TAX REFUND/13	12/31/2020	01/26/2021	44.09	1220	501.00.00.00.2120
Total GEIBEL, RANDY & SANDRA:						44.09		
GENERAL CODE								
GC00112188	1	Invoice	ANNUAL MAINTENANCE	01/01/2021	01/26/2021	795.00	121	100.01.06.00.5506
Total GENERAL CODE:						795.00		
GLEASON REDI MIX								
297676	1	Invoice	6 BAG AIR - SEASONAL RATE	01/07/2021	01/26/2021	172.50	121	100.04.51.08.5415
Total GLEASON REDI MIX:						172.50		
GRAEF INC								
0113456	1	Invoice	BAY LANE ROAD RECONSTRUCTI	01/04/2021	01/26/2021	425.00	1220	410.08.91.19.6504
0113461	1	Invoice	GENERAL ENGINEERING SERVIC	01/04/2021	01/26/2021	3,216.75	1220	100.04.19.00.5815
0113462	1	Invoice	WELL PUMP REPLACEMENT	01/04/2021	01/26/2021	3,777.83	121	605.00.00.00.1961
0113463	1	Invoice	2020 LOCAL BRIDGE INSPECTION	01/04/2021	01/26/2021	134.08	1220	100.04.51.09.5744
0113471	1	Invoice	MS4 PERMIT/ILLCIT DISCHARGE	01/04/2021	01/26/2021	336.00	1220	216.08.00.00.6557
0113528	1	Invoice	JEWELL LAKE DENOON DEVELOP	01/07/2021	01/26/2021	4,019.92	1220	507.00.00.00.2777
113527	1	Invoice	DILLETT CSM	01/07/2021	01/26/2021	60.00	1220	507.00.00.00.2715
Total GRAEF INC:						11,969.58		
GRAINGER								
9771992311	1	Invoice	FUSES	01/13/2021	01/26/2021	22.58	121	605.54.06.41.5702

Invoice Number	SeqNo	Type	Description	Invoice Date	Payment Due Date	Total Cost	GL Period	GL Account Number
Total GRAINGER :						22.58		
HAWKINS, INC.								
4846052	1	Invoice	AZONE 15	12/15/2020	01/26/2021	1,603.86	1220	605.53.06.31.5750
4846052	2	Invoice	AZONE 15	12/15/2020	01/26/2021	1,603.87	1220	601.61.61.12.5750
Total HAWKINS, INC.:						3,207.73		
HENRY, DANIEL &								
2162087/01262	1	Invoice	TAX REFUND/10	12/28/2020	01/26/2021	9.51	1220	501.00.00.00.2120
Total HENRY, DANIEL &:						9.51		
HERDA, SANDRA								
HE/012621	1	Invoice	REIMBURSE BML FEES	01/26/2021	01/26/2021	80.00	1220	250.01.00.00.4358
Total HERDA, SANDRA:						80.00		
HIRTH, JIM								
2232992/01262	1	Invoice	TAX REFUND/14	01/06/2021	01/26/2021	1,195.94	121	501.00.00.00.2120
Total HIRTH, JIM:						1,195.94		
HUMPHREY SERVICE PARTS								
1226020	1	Invoice	CORE CREDIT	11/04/2020	01/26/2021	95.64-	1220	100.04.51.07.5405
1230334	1	Invoice	MISC PARTS	01/04/2021	01/26/2021	1,125.05	1220	100.04.51.07.5405
1230355	1	Invoice	TIE WRAPS - SHOP TRUCK	01/04/2021	01/26/2021	65.64	121	100.04.51.07.5405
1230386	1	Invoice	BOOM TRUCK DUST SHIELD	01/05/2021	01/26/2021	129.22	121	100.04.51.07.5405
1230559	1	Invoice	BOOM TRUCK DUST SHIELD	01/06/2021	01/26/2021	129.22	121	100.04.51.07.5405
1230834	1	Invoice	TRUCKS	01/11/2021	01/26/2021	46.90	121	100.04.51.07.5405
52107/122220	1	Invoice	RETURNS	09/28/2020	01/26/2021	318.70-	1220	100.04.51.07.5405
Total HUMPHREY SERVICE PARTS:						1,081.69		
HYDROCORP								
0060284-IN	1	Invoice	DECEMBER PAYMENT	12/31/2020	01/26/2021	2,196.00	1220	605.56.09.23.5815
Total HYDROCORP:						2,196.00		
IIMC								
1754/012621	1	Invoice	JILL MEMBERSHIP	12/31/2020	01/26/2021	115.00	121	100.01.03.00.5305
Total IIMC:						115.00		
IMPACT ACQUISTIONS LLC								
2003090	1	Invoice	ANNUAL RENEWAL FOR PAPER	01/11/2021	01/26/2021	725.00	121	100.05.71.00.5505
Total IMPACT ACQUISTIONS LLC:						725.00		
J & O TRUCKING INC								
2020-1277	1	Invoice	HAUL 24 BLOCKS FROM BURLING	12/31/2020	01/26/2021	475.00	1220	100.04.51.11.5820
Total J & O TRUCKING INC:						475.00		
JANI-KING INC- MILW REGION								
MIL01210560	1	Invoice	ADD'L FRIDAYS IN NOV & DEC - LI	01/06/2021	01/26/2021	780.00	1220	100.05.71.00.5835

Invoice Number	SeqNo	Type	Description	Invoice Date	Payment Due Date	Total Cost	GL Period	GL Account Number
Total JANI-KING INC- MILW REGION:						780.00		
JASKOLSKI, TIMOTHY & DEBORAH								
2218068/01262	1	Invoice	TAX REFUND/13	12/31/2020	01/26/2021	301.32	1220	501.00.00.00.2120
Total JASKOLSKI, TIMOTHY & DEBORAH:						301.32		
JENSEN EQUIPMENT CO., INC.								
J-682138	1	Invoice	COVID SUPPLIES - GEORGE	12/28/2020	01/26/2021	140.00	1220	100.01.06.00.5701
Total JENSEN EQUIPMENT CO., INC.:						140.00		
JESSE, JAMIE & SHAWNA								
2200975/01262	1	Invoice	TAX REFUND/13	12/31/2020	01/26/2021	327.96	1220	501.00.00.00.2120
Total JESSE, JAMIE & SHAWNA:						327.96		
JM BRENNAN, INC.								
SALES000125	1	Invoice	INSTALLED NEW COUPLER ON B	12/31/2020	01/26/2021	717.46	1220	100.05.71.00.5415
Total JM BRENNAN, INC.:						717.46		
JOERS, STACI								
JO012621	1	Invoice	CLASS INSTRUCTION COOKING C	12/03/2020	01/26/2021	90.00	1220	100.05.72.18.5110
Total JOERS, STACI:						90.00		
JOSE, JERIN								
2167092/01262	1	Invoice	TAX REFUND/18	01/12/2021	01/26/2021	3,920.52	121	501.00.00.00.2120
Total JOSE, JERIN:						3,920.52		
KANOPY INC								
228794-PPU	1	Invoice	ELECTRONIC MATERIALS - KANO	12/31/2020	01/26/2021	157.00	1220	100.05.71.03.5711
Total KANOPY INC:						157.00		
KAPRELIAN, PAUL & LYNN								
2163239/01262	1	Invoice	TAX REFUND/15	01/07/2021	01/26/2021	3,170.15	121	501.00.00.00.2120
Total KAPRELIAN, PAUL & LYNN:						3,170.15		
KARSTEN, JEFFREY & DARCY								
KA/012621	1	Invoice	REIMBURSE LML FEES	01/26/2021	01/26/2021	76.45	1220	100.01.06.00.4601
Total KARSTEN, JEFFREY & DARCY:						76.45		
KASTEN, DAVID & REYNE								
2161132/01262	1	Invoice	TAX REFUND/12	12/30/2020	01/26/2021	1,270.68	1220	501.00.00.00.2120
2161133/01262	1	Invoice	TAX REFUND/19	01/13/2021	01/26/2021	4,293.45	121	501.00.00.00.2120
Total KASTEN, DAVID & REYNE:						5,564.13		
KATZ, ARTHUR								
2221108	1	Invoice	OVERPAY UTILITIES	01/13/2021	01/26/2021	2,512.35	121	001.00.00.00.1005

Invoice Number	SeqNo	Type	Description	Invoice Date	Payment Due Date	Total Cost	GL Period	GL Account Number
Total KATZ, ARTHUR:						2,512.35		
KILEY, TIMOTHY & LISA								
2177964/01262	1	Invoice	TAX REFUND/13	12/31/2020	01/26/2021	60.70	1220	501.00.00.00.2120
Total KILEY, TIMOTHY & LISA:						60.70		
KLAMECKI, JOSEPH & VIRGINIA								
KL/012621	1	Invoice	REIMBURSE LML FEES	01/26/2021	01/26/2021	76.45	1220	100.01.06.00.4601
Total KLAMECKI, JOSEPH & VIRGINIA:						76.45		
KLINE, KARI								
2192978036	1	Invoice	DUP PAID UTILITIES	01/12/2021	01/26/2021	112.47	121	001.00.00.00.1005
Total KLINE, KARI:						112.47		
KLOSKOWSKI, SCOTT								
KL/012621	1	Invoice	CLOTHING ALLOWANCE	12/30/2020	01/26/2021	36.67	1220	601.61.61.12.5702
KL/012621	2	Invoice	CLOTHING ALLOWANCE	12/30/2020	01/26/2021	36.68	1220	605.56.09.30.5228
Total KLOSKOWSKI, SCOTT:						73.35		
KOEBER, JEFFREY & BONNIE								
KO/012621	1	Invoice	REIMBURSE LML FEES	01/26/2021	01/26/2021	375.00	1220	100.01.06.00.4601
Total KOEBER, JEFFREY & BONNIE:						375.00		
KONE, INC.								
959752328	1	Invoice	MAINTENANCE AGREEMENT 1/1-3	01/01/2021	01/26/2021	463.32	121	100.01.09.00.5415
Total KONE, INC.:						463.32		
KONTNEY, ROBERT & LAURIE								
2208015/01262	1	Invoice	TAX REFUND/11	12/29/2020	01/26/2021	275.21	1220	501.00.00.00.2120
Total KONTNEY, ROBERT & LAURIE:						275.21		
KOWALKOWSKI, KEITH & DONNA								
2190020/01262	1	Invoice	TAX REFUND/15	01/07/2021	01/26/2021	3,232.80	121	501.00.00.00.2120
Total KOWALKOWSKI, KEITH & DONNA:						3,232.80		
KRAUSE, RICHARD & CAROL								
2163074/01262	1	Invoice	TAX REFUND/14	01/06/2021	01/26/2021	227.07	121	501.00.00.00.2120
Total KRAUSE, RICHARD & CAROL:						227.07		
KRZOSKA, MARK								
2164984/01262	1	Invoice	TAX REFUND/14	01/06/2021	01/26/2021	135.07	121	501.00.00.00.2120
Total KRZOSKA, MARK:						135.07		
KUBISIAK, SUSAN								
2174088/01262	1	Invoice	TAX REFUND/12	12/30/2020	01/26/2021	409.09	1220	501.00.00.00.2120

Invoice Number	SeqNo	Type	Description	Invoice Date	Payment Due Date	Total Cost	GL Period	GL Account Number
Total KUBISIAK, SUSAN:						409.09		
KUJAWA ENTERPRISES INC.								
137206	1	Invoice	0121 PLANT MAINTENANCE	01/06/2021	01/26/2021	61.00	121	100.05.71.00.5415
Total KUJAWA ENTERPRISES INC.:						61.00		
KWIK TRIP								
KW/012621	1	Invoice	KWIK TRIP CASH BOND REFUND	01/06/2021	01/26/2021	287,539.14	121	505.00.00.00.2625
Total KWIK TRIP:						287,539.14		
LAWSON PRODUCTS, INC.								
9308120457	1	Invoice	FLAP DISCS	01/05/2021	01/26/2021	307.49	121	601.61.61.15.5415
Total LAWSON PRODUCTS, INC.:						307.49		
LEAGUE OF WISC MUNICIPALITIES								
10348/012621	1	Invoice	MEMBERSHIP RENEWAL	12/11/2020	01/26/2021	8,186.57	121	100.01.01.00.5305
Total LEAGUE OF WISC MUNICIPALITIES:						8,186.57		
LEGACY RECYCLING								
2251	1	Invoice	EMERALD PARK LANDFILL NOV 2	01/12/2021	01/26/2021	3,294.29	1220	205.03.00.00.5820
2272	1	Invoice	EMERALD PARK LANDFILL DEC 20	01/15/2021	01/26/2021	2,337.55	1220	205.03.00.00.5820
Total LEGACY RECYCLING:						5,631.84		
LEHMANN, WILLIAM								
2174173/01262	1	Invoice	TAX REFUND/12	12/30/2020	01/26/2021	3,539.68	1220	501.00.00.00.2120
Total LEHMANN, WILLIAM:						3,539.68		
LISAK, JAMES & LISA								
2200011/01262	1	Invoice	TAX REFUND/11	12/29/2020	01/26/2021	306.76	1220	501.00.00.00.2120
Total LISAK, JAMES & LISA:						306.76		
LOVINUS, DANIEL								
2252940/01262	1	Invoice	TAX REFUND/11	12/29/2020	01/26/2021	65.08	1220	501.00.00.00.2120
Total LOVINUS, DANIEL:						65.08		
LWMMI								
LW/012621	1	Invoice	LOSS & DEFENSE	01/04/2021	01/26/2021	31,350.55	121	100.01.06.00.6108
Total LWMMI:						31,350.55		
MACQUEEN EQUIPMENT								
P17684	1	Invoice	VACTOR PARTS	01/05/2021	01/26/2021	1,240.73	121	100.04.51.07.5405
Total MACQUEEN EQUIPMENT:						1,240.73		
MEADOWS WEST LLC								
2167007006/01	1	Invoice	TAX REFUND/12	12/30/2020	01/26/2021	34.43	1220	501.00.00.00.2120

Invoice Number	SeqNo	Type	Description	Invoice Date	Payment Due Date	Total Cost	GL Period	GL Account Number
Total MEADOWS WEST LLC:						34.43		
MICROMARKETING LLC								
830166	1	Invoice	AV	11/17/2020	01/26/2021	40.00	1220	100.05.71.02.5711
Total MICROMARKETING LLC:						40.00		
MILW MET. SEWERAGE DISTRICT								
300-200	1	Invoice	4TH QTR BILLING	01/07/2021	01/26/2021	352,145.51	121	601.61.61.03.6072
CC8-20	2	Invoice	ADJUSTMENT	12/31/2020	01/26/2021	363,803.00-	121	601.61.61.02.6071
CC8-20	1	Invoice	2021 CAPITAL CHG	12/31/2020	01/26/2021	3,975,823.00	121	601.61.61.02.6071
CC8-20	3	Invoice	NEW BERLIN	12/31/2020	01/26/2021	31,211.00	121	601.61.61.02.6071
Total MILW MET. SEWERAGE DISTRICT:						3,995,376.51		
MILWAUKEE JOURNAL SENTINEL								
0003642442	1	Invoice	MISCELLANEOUS PUBL	01/01/2021	01/26/2021	292.91	1220	100.01.06.00.6001
0003642442	2	Invoice	HILLENDALE	01/01/2021	01/26/2021	239.14	1220	401.08.91.19.6507
1395112/01262	1	Invoice	ELECTION NOTICE	01/13/2021	01/26/2021	85.44	121	100.01.03.00.5704
Total MILWAUKEE JOURNAL SENTINEL:						617.49		
MILWAUKEE LAWN SPRINKLER								
PKG4	1	Invoice	JANESVILLE RD MEDIAN SPRINKL	01/06/2021	01/26/2021	399.00	121	100.01.06.00.5820
Total MILWAUKEE LAWN SPRINKLER:						399.00		
MUNICIPAL PROPERTY INSURANCE COMPANY								
40000210/0126	1	Invoice	PROPERTY INSURANCE	01/05/2021	01/26/2021	66,930.00	121	100.01.06.00.6103
Total MUNICIPAL PROPERTY INSURANCE COMPANY:						66,930.00		
MUSKEGO CHAMBER OF COMMERCE								
6842	1	Invoice	ANNUAL MEMBERSHIP DUES	11/16/2020	01/26/2021	335.00	121	100.01.01.00.5305
Total MUSKEGO CHAMBER OF COMMERCE:						335.00		
MUSKEGO SENIOR TAXI								
MU/012621	1	Invoice	TAXI SUPPORT	12/15/2020	01/26/2021	15,000.00	121	100.01.06.00.6055
Total MUSKEGO SENIOR TAXI:						15,000.00		
O'REILLY AUTO STORES INC								
1206536/01262	1	Invoice	PD VEHICLE PARTS/MAINT	12/28/2020	01/26/2021	773.96	1220	100.02.20.01.5405
1206536/01262	2	Invoice	MAINT VAN	12/28/2020	01/26/2021	23.75	1220	100.01.09.00.5405
3853-287674	1	Invoice	2012 CHEVY THERMOSTAT	12/02/2020	01/26/2021	5.36	121	100.01.09.00.5405
Total O'REILLY AUTO STORES INC:						803.07		
PARWORTH, ERIC & RENEE								
2282995003/01	1	Invoice	TAX REFUND/11	12/29/2020	01/26/2021	453.04	1220	501.00.00.00.2120
Total PARWORTH, ERIC & RENEE:						453.04		
PEARDON, PAUL & ANGELA								
2204075/01262	1	Invoice	TAX REFUND/11	12/29/2020	01/26/2021	763.37	1220	501.00.00.00.2120

Invoice Number	SeqNo	Type	Description	Invoice Date	Payment Due Date	Total Cost	GL Period	GL Account Number
Total PEARDON, PAUL & ANGELA:						763.37		
PEKEL, GREGORY								
2195107/01262	1	Invoice	TAX REFUND/12	12/30/2020	01/26/2021	4,283.82	1220	501.00.00.00.2120
Total PEKEL, GREGORY:						4,283.82		
PERRILL								
253291	1	Invoice	ROWAY WEB APPS	01/01/2021	01/26/2021	85.00	121	100.04.19.00.5815
Total PERRILL:						85.00		
PERSIK, KERRY								
2176006/01262	1	Invoice	TAX REFUND/11	12/29/2020	01/26/2021	3.84	1220	501.00.00.00.2120
Total PERSIK, KERRY:						3.84		
PESCHL, ALAN & SUSANNE								
2221124/01262	1	Invoice	TAX REFUND/12	12/30/2020	01/26/2021	29.05	1220	501.00.00.00.2120
Total PESCHL, ALAN & SUSANNE:						29.05		
PROPHOENIX CORP								
2021088	1	Invoice	ANNUAL PD RECORD MAINTENAN	10/16/2020	01/26/2021	45,905.31	121	100.02.20.01.5504
Total PROPHOENIX CORP:						45,905.31		
PUBLIC SERVICE COMMISSION OF WISCONSIN								
2011-I-04005	1	Invoice	PSC ASSESSMENT	12/22/2020	01/26/2021	99.74	1220	605.58.04.08.6701
Total PUBLIC SERVICE COMMISSION OF WISCONSIN:						99.74		
QUALITY HEATING								
P21-201578	1	Invoice	OVERPAYMENT P21-201578	01/06/2021	01/26/2021	240.00	121	100.02.25.00.4250
Total QUALITY HEATING:						240.00		
QUILL CORP								
13820595	1	Invoice	OFFICE SUPPLIES, PAPER, LAMIN	01/14/2021	01/26/2021	201.69	121	100.05.72.10.5701
Total QUILL CORP:						201.69		
R & R INS. SRV., INC								
2387961	1	Invoice	RENEW - WORKERS COMP	12/29/2020	01/26/2021	64,008.00	121	100.01.06.00.6101
2387963	2	Invoice	DAM COVERY	12/29/2020	01/26/2021	62.50	121	100.01.06.00.6103
2387963	4	Invoice	AUTO PHY DAMAGE	12/29/2020	01/26/2021	3,668.00	121	100.01.06.00.6104
2387963	3	Invoice	PUBLIC OFFICIALS	12/29/2020	01/26/2021	3,037.00	121	100.01.06.00.6105
2387963	1	Invoice	RENEW - GEN & PD LIABILITY	12/29/2020	01/26/2021	10,138.00	121	100.01.06.00.6102
2387963	5	Invoice	AUTO LIABILITY	12/29/2020	01/26/2021	3,227.50	121	100.01.06.00.6109
2387964	1	Invoice	RENEW POLICY - CRIME	12/29/2020	01/26/2021	2,415.00	121	100.01.06.00.6107
2388467	1	Invoice	RENEW - TANK	01/04/2021	01/26/2021	1,614.01	121	100.04.51.07.6109
Total R & R INS. SRV., INC:						88,170.01		
REID, SCOTT & SHELLY								
2227118001/01	1	Invoice	TAX REFUND/13	12/31/2020	01/26/2021	13.95	1220	501.00.00.00.2120

Invoice Number	SeqNo	Type	Description	Invoice Date	Payment Due Date	Total Cost	GL Period	GL Account Number
Total REID, SCOTT & SHELLY:						13.95		
RICKERT/ GARY								
RI/012621	1	Invoice	CLOTHING ALLOWANCE	12/30/2020	01/26/2021	300.00	1220	100.04.51.01.5225
Total RICKERT/ GARY:						300.00		
ROTH FAMILY LP								
RO012621	1	Invoice	DOUBLE PAYMENT	01/12/2021	01/26/2021	22.11	121	001.00.00.00.1005
Total ROTH FAMILY LP:						22.11		
SCHABER,RICHARD								
SC/012621	1	Invoice	CLOTHING ALLOWANCE	12/30/2020	01/26/2021	150.00	1220	601.61.61.12.5702
SC/012621	2	Invoice	CLOTHING ALLOWANCE	12/30/2020	01/26/2021	150.00	1220	605.56.09.30.5228
Total SCHABER,RICHARD:						300.00		
SCHMIT TRUST, BRIAN & SUSAN								
2195027/01262	1	Invoice	TAX REFUND/11	12/29/2020	01/26/2021	730.35	1220	501.00.00.00.2120
Total SCHMIT TRUST, BRIAN & SUSAN:						730.35		
SECURIAN FINANCIAL GROUP, INC.								
002832L/01262	1	Invoice	FEB 2021 PREMIUMS	01/07/2021	01/26/2021	2,700.11	121	100.00.00.00.1601
Total SECURIAN FINANCIAL GROUP, INC.:						2,700.11		
SERFORT, CARL & CYNTHIA								
2209934004/01	1	Invoice	TAX REFUND/13	12/31/2020	01/26/2021	3.00	1220	501.00.00.00.2120
Total SERFORT, CARL & CYNTHIA:						3.00		
SHEAHAN, JASON & ANGELA								
2201029/01262	1	Invoice	TAX REFUND/10	12/28/2020	01/26/2021	199.44	1220	501.00.00.00.2120
Total SHEAHAN, JASON & ANGELA:						199.44		
SIRCHIE FINGER PRINT LAB								
0476706-IN	1	Invoice	NARCO POUCHES	01/14/2021	01/26/2021	94.50	121	100.02.20.01.5722
Total SIRCHIE FINGER PRINT LAB:						94.50		
SOMAR TEK LLC/ ENTERPRISES								
102157	1	Invoice	NAME TAGS	01/06/2021	01/26/2021	76.80	121	100.02.20.01.5151
102166	1	Invoice	SUNDSTROM UNIFORM	01/11/2021	01/26/2021	27.90	121	100.02.20.01.5151
Total SOMAR TEK LLC/ ENTERPRISES:						104.70		
SPECTRUM								
063003301123	1	Invoice	12/29/20-01/28/20 BUSINESS INTE	12/30/2020	01/26/2021	99.98	121	100.05.71.00.5505
723336001010	1	Invoice	PARKS CONNECTION	01/07/2021	01/26/2021	105.45	121	100.04.51.11.5820
Total SPECTRUM:						205.43		
SPERKA, STEVEN & LISA								
SP/012621	1	Invoice	REIMBURSE LML FEES	01/26/2021	01/26/2021	76.45	1220	100.01.06.00.4601

Invoice Number	SeqNo	Type	Description	Invoice Date	Payment Due Date	Total Cost	GL Period	GL Account Number
Total SPERKA, STEVEN & LISA:						76.45		
SPRINGER, KIRK & MARY WILBERG								
2188995010/01	1	Invoice	TAX REFUND/15	01/07/2021	01/26/2021	940.61	121	501.00.00.00.2120
Total SPRINGER, KIRK & MARY WILBERG:						940.61		
STASZAK, RYAN								
2215990	1	Invoice	LOTTERY REFUND	01/05/2021	01/26/2021	140.80	121	501.00.00.00.1201
Total STASZAK, RYAN:						140.80		
STEMPNIEWSKI, MATTHEW & AMY								
2241031/01262	1	Invoice	TAX REFUND/10	12/28/2020	01/26/2021	1,696.17	1220	501.00.00.00.2120
Total STEMPNIEWSKI, MATTHEW & AMY:						1,696.17		
STREICHER'S								
1473840	1	Invoice	K9 SQUAD EQUIPMENT	12/30/2020	01/26/2021	560.00	1220	410.08.91.20.6501
Total STREICHER'S:						560.00		
SUBEL,GREGORY & GINA								
2295996003/01	1	Invoice	TAX REFUND/11	12/29/2020	01/26/2021	18.22	1220	501.00.00.00.2120
Total SUBEL,GREGORY & GINA:						18.22		
TESS CORNERS VOL FIRE DEPT								
TCFD 012621	1	Invoice	TCFD 2020 4TH QTR CONTRACT P	01/11/2021	01/26/2021	124,513.00	121	100.02.21.00.5850
Total TESS CORNERS VOL FIRE DEPT:						124,513.00		
THE MASTER'S TOUCH LLC								
71842	1	Invoice	2020 TAX BILL MAILING	12/16/2020	01/26/2021	1,547.61	121	100.01.03.00.5801
Total THE MASTER'S TOUCH LLC:						1,547.61		
THE VIEW								
2198984020	1	Invoice	DUPLICATE PD 3RD QTR UTILITIE	01/12/2021	01/26/2021	57.21	121	001.00.00.00.1005
Total THE VIEW:						57.21		
TITLE 365								
2225042/01262	1	Invoice	TAX REFUND/15	01/07/2021	01/26/2021	1,380.77	121	501.00.00.00.2120
Total TITLE 365:						1,380.77		
TOBIN, RICKY & CORINNE								
2200034/01262	1	Invoice	TAX REFUND/12	12/30/2020	01/26/2021	19.30	1220	501.00.00.00.2120
Total TOBIN, RICKY & CORINNE:						19.30		
TOMICH, DRAGANA								
2228013001/01	1	Invoice	TAX REFUND/12	12/30/2020	01/26/2021	490.57	1220	501.00.00.00.2120
Total TOMICH, DRAGANA:						490.57		

Invoice Number	SeqNo	Type	Description	Invoice Date	Payment Due Date	Total Cost	GL Period	GL Account Number
TOWN OF NORWAY								
TO/012621	1	Invoice	4TH QTR GALLONAGE	01/04/2021	01/26/2021	44,996.09	120	601.61.61.10.6068
Total TOWN OF NORWAY:						44,996.09		
TYLER TECHNOLOGIES, INC								
060-11920	1	Invoice	2020 SCHEDULE A	12/10/2020	01/26/2021	6,839.58	1220	100.01.04.00.5503
Total TYLER TECHNOLOGIES, INC:						6,839.58		
U.S. CELLULAR								
0414304916	4	Invoice	MONTHLY CHARGE- FINANCE	12/28/2020	01/26/2021	30.00	1220	100.01.03.00.5601
0414304916	8	Invoice	MONTHLY CHARGE- COM DEV	12/28/2020	01/26/2021	20.00	1220	100.06.18.01.5601
0414304916	2	Invoice	MONTHLY CHARGE- SEWER SCA	12/28/2020	01/26/2021	142.75	1220	601.61.63.42.5606
0414304916	6	Invoice	MONTHLY CHARGE- REC	12/28/2020	01/26/2021	10.00	1220	100.05.72.10.5601
0414304916	1	Invoice	MONTHLY CHARGE- WATER SCA	12/28/2020	01/26/2021	142.75	1220	605.56.09.21.5607
0414304916	5	Invoice	MONTHLY CHARGE-DPW	12/28/2020	01/26/2021	365.00	1220	100.04.51.01.5605
0414304916	9	Invoice	MONTHLY CHARGE -LIBRARY	12/28/2020	01/26/2021	20.00	1220	100.05.71.00.5602
0414304916	3	Invoice	MONTHLY CHARGE-IS	12/28/2020	01/26/2021	40.00	1220	100.04.19.00.5601
0414304916	7	Invoice	MONTHLY CHARGE- POLICE	12/28/2020	01/26/2021	3,112.22	1220	100.02.20.01.5604
Total U.S. CELLULAR:						3,882.72		
UNEMPLOYMENT INSURANCE								
10547018	1	Invoice	BENEFIT CHARGES 12/1 - 12/12/20	12/12/2020	01/26/2021	298.19	121	100.01.06.00.6020
Total UNEMPLOYMENT INSURANCE:						298.19		
VAN METER, WILLIAM & LORI								
2179055/01262	1	Invoice	TAX REFUND/12	12/30/2020	01/26/2021	23.42	1220	501.00.00.00.2120
Total VAN METER, WILLIAM & LORI:						23.42		
WARRIOR WASH, LLC								
WA012621	1	Invoice	SQUAD CAR WASHES	01/01/2021	01/26/2021	104.00	1220	100.02.20.01.5405
Total WARRIOR WASH, LLC:						104.00		
WAUKESHA COUNTY CLERK								
CMUSKEGO20	1	Invoice	2020 DOG LICENSE FEES	01/04/2021	01/26/2021	4,187.75	1220	100.01.02.00.4307
Total WAUKESHA COUNTY CLERK:						4,187.75		
WAUKESHA COUNTY TREASURER								
2021-2401002	1	Invoice	RADIO INFRASTRUCTURE NOTE	01/06/2021	01/26/2021	9,510.00	1220	301.07.85.00.7008
2021-2401002	2	Invoice	TR OP COST	01/06/2021	01/26/2021	17,170.00	1220	100.02.22.00.6023
MSKCC136	1	Invoice	2019 PROPERTY TAX PYMT	11/04/2021	01/26/2021	76.60	121	100.00.00.00.1601
Total WAUKESHA COUNTY TREASURER:						26,756.60		
WE ENERGIES								
0000-020-351/	1	Invoice	GAS/ELECTRIC FOR PUMPS/WEL	01/04/2021	01/26/2021	7,859.34	1220	605.52.06.22.5910
3665-286-012/	1	Invoice	STREET LIGHTING	01/07/2021	01/26/2021	6,772.98	1220	100.04.51.06.5910
3836-104-158/	1	Invoice	L/S GROUP 11/20-12/20	01/06/2021	01/26/2021	2,210.71	1220	601.61.61.20.5910
5499-564-961/	1	Invoice	LIBRARY	01/05/2021	01/26/2021	6,130.75	1220	100.01.09.00.5910
5499-564-961/	3	Invoice	AREA LIGHTING	01/05/2021	01/26/2021	125.73	1220	100.04.51.11.5910
5499-564-961/	2	Invoice	HISTORIC TOWN HALL	01/05/2021	01/26/2021	412.40	1220	100.05.72.03.5910
5806-757-741/	1	Invoice	PARKS	01/06/2021	01/26/2021	971.95	1220	100.04.51.11.5910

Invoice Number	SeqNo	Type	Description	Invoice Date	Payment Due Date	Total Cost	GL Period	GL Account Number
7898-292-528/	1	Invoice	SIRENS - 2020	01/07/2021	01/26/2021	425.47	1220	100.02.22.00.5910
Total WE ENERGIES:						24,909.33		
WEBER, CARL & ERIKA								
2287023011/01	1	Invoice	TAX REFUND/15	01/07/2021	01/26/2021	30.81	121	501.00.00.00.2120
Total WEBER, CARL & ERIKA:						30.81		
WEIGOLD, KIM								
2189120/01262	1	Invoice	TAX REFUND/12	12/30/2020	01/26/2021	2,741.07	1220	501.00.00.00.2120
Total WEIGOLD, KIM:						2,741.07		
WEISS, MICHAEL								
2192978048/01	1	Invoice	TAX REFUND/12	12/30/2020	01/26/2021	1,373.78	1220	501.00.00.00.2120
Total WEISS, MICHAEL:						1,373.78		
WELDERS SUPPLY COMPANY								
10185033	1	Invoice	MONTHLY ACETYLENE	12/31/2020	01/26/2021	6.65	1220	100.04.51.07.5405
Total WELDERS SUPPLY COMPANY:						6.65		
WGFOA								
WG/012621	1	Invoice	MEMBER DUES 2021	01/11/2021	01/26/2021	25.00	121	100.01.03.00.5305
Total WGFOA:						25.00		
WIESNER, LAWRENCE & KATINA								
2195989/01262	1	Invoice	TAX REFUND/11	12/29/2020	01/26/2021	5,590.66	1220	501.00.00.00.2120
Total WIESNER, LAWRENCE & KATINA:						5,590.66		
WILLOW GLEN COMMUNITIES LLC								
2223998007/01	1	Invoice	TAX REFUND/11	12/29/2020	01/26/2021	4,978.03	1220	501.00.00.00.2120
Total WILLOW GLEN COMMUNITIES LLC:						4,978.03		
WIND LAKE AUTO PARTS								
1975/012621	1	Invoice	VEHICLE MAINT	12/31/2020	01/26/2021	323.69	1220	100.04.51.07.5405
1975/012621	2	Invoice	PARKS MAINT	12/31/2020	01/26/2021	16.98	1220	100.04.51.11.5405
Total WIND LAKE AUTO PARTS:						340.67		
WIS MUNC CLERKS ASSC. (WMCA)								
WM012621	1	Invoice	COURT CLERK DUES	01/15/2021	01/26/2021	45.00	121	100.01.08.00.5303
Total WIS MUNC CLERKS ASSC. (WMCA):						45.00		
WMCA								
WM/012621-S	1	Invoice	MEMBER RENEWAL-SHARON	01/11/2021	01/26/2021	65.00	121	100.01.03.00.5305
WM012621	1	Invoice	MEMBERSHIP RENEWAL	01/06/2021	01/26/2021	65.00	121	100.01.03.00.5305
Total WMCA:						130.00		
WORTHINGTON DIRECT								
362720MUS20	1	Invoice	INNOVATION GRANT - YA AV PRES	11/12/2020	01/26/2021	1,556.00	1220	100.05.71.00.5740

Invoice Number	SeqNo	Type	Description	Invoice Date	Payment Due Date	Total Cost	GL Period	GL Account Number
362720MUS20	2	Invoice	YA AV PRESENTATION CART (SHI	11/12/2020	01/26/2021	63.67	1220	100.05.71.00.5401
Total WORTHINGTON DIRECT:						1,619.67		
ZALEWSKI, GREGORY & BARBARA								
2208091/01262	1	Invoice	TAX REFUND/11	12/29/2020	01/26/2021	7.61	1220	501.00.00.00.2120
Total ZALEWSKI, GREGORY & BARBARA:						7.61		
Grand Totals:						5,024,880.08		

Report Criteria:
 Detail report.
 Invoices with totals above \$0 included.
 Paid and unpaid invoices included.
 [Report].Description = {<>} "1099 adjustment"
 Invoice Detail.Type = {>} "adjustments"