



Regular Village Board Meeting Agenda
Tuesday, February 3, 2026
6:00 p.m.

Village Hall, 235 Hickory Street, Pewaukee, WI 53072

To view the meeting live:

https://www.youtube.com/live/RTkZoIO13Hc?si=5rkrdh_sLWFIKDHi

1. Call to Order, Pledge of Allegiance, Moment of Silence and Roll Call.
2. Public Hearings/Presentations – None.
3. Approval of Minutes of Previous Meeting.
 - a. Minutes from the January 20, 2026, Regular Village Board Meeting.
4. Citizen Comments. – *This is an opportunity for citizens to share their opinions with Board Members on any topic they choose. However, due to Wisconsin Open Meeting laws, the Board is not able to answer questions or respond to your comments. All comments should be directed to the Board. Comments are limited to 3 minutes per speaker, with time being indicated by an audible alarm. When the alarm sounds, speakers are asked to conclude their comments. Speakers are asked to use the podium and state their name and address.*
5. Ordinances – None.
6. Resolutions – None.
7. Old Business – None.
8. New Business
 - a. Review, discussion and possible action to approve a proposal from Kelbe Brothers Equipment for the purchase of a front-end loader for \$268,900.
 - b. Review, discussion and possible action to approve a proposal from Collier Geophysics for well site testing.
 - c. Review, discussion and possible action to approve the proposed contract extension with the Pewaukee Police Association.
 - d. The Village Board of the Village of Pewaukee will enter into closed session pursuant to Wis. Statute Section 19.85(1)(e) deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, specifically regarding contract negotiations with the Pewaukee Police Association. After conclusion of any closed session, the Village Board will reconvene in open session pursuant to Wis. Statute Section 19.85(2) for possible additional review, discussion and action concerning these agenda items and to address the remaining meeting agenda.
9. Citizen Comments. – *This is an opportunity for citizens to share their opinions with Board Members on any topic they choose. However, due to Wisconsin Open Meeting laws, the Board is not able to answer questions or respond to your comments. All comments should be directed to the Board. Comments are limited to 3 minutes per speaker, with time being indicated by an audible alarm. When the alarm sounds, speakers are asked to conclude their comments. Speakers are asked to use the podium and state their name and address.*
10. Adjournment.

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

Posted January 30, 2026

**VILLAGE OF PEWAUKEE
REGULAR VILLAGE BOARD MINUTES
JANUARY 20, 2026**

<https://www.youtube.com/live/Pf2r08Y2uHA?si=yFWI7r2dEedLbBtb>

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

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

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

Excused: Trustee, Kristen Kreuser

Also Present: Public Works Director, Dave Buechl; Utility Supervisor, Shawn Tremaine; Parks & Recreation Director, Nick Phalin; Village Attorney, Matt Gralinski; Village Administrator, Matt Heiser; Village Clerk, Jenna Peter.

2. Public Hearings/Presentations

a. Public Hearing regarding a Comprehensive Plan Land Use amendment request of Pewaukee School District to amend the existing land use designation from Single Family Residential to Institutional for a parcel located north of the intersection of Lake Street and School Street / PWV 0899235002.

President Knutson opened the Public Hearing at 6:04 p.m.

John Gahan – Assistant Superintendent, Pewaukee School District - Mr. Gahan provided background on the property, explaining it had been purchased as a campus extension. He stated that the intent of the proposal is safety-focused, specifically creating a secure 4K entrance and improving traffic flow. He addressed concerns raised at earlier meetings, noting plans to maintain most green space, keep much of the parcel R-5, and preserve most trees. He also stated that measures were taken to minimize light impacts and that many evening meetings have been moved to the High School. The proposed parking stall angles were designed with neighboring homes in mind.

Linda Deppe – 326 Lake Street - Ms. Deppe stated she has long served the school community and believes both the school and neighborhood should be good neighbors to one another. She asked that the green space remain intact so residents do not have to look at more cars, noting she has no issues with the students but wants the neighborhood's character respected.

Becky Hardgrove – 305 Lake Street - Ms. Hardgrove's primary concern is stormwater runoff. She explained that her basement flooded repeatedly in 2009 until extensive drain tile work resolved the issue. She fears that paving the existing green space would worsen runoff because the green area currently absorbs significant stormwater. She asked that the area not be rezoned and remain as it is.

Dan Deppe – 326 Lake Street - Mr. Deppe stated that over time the school has become less neighbor-friendly. Having lived there his entire life, he noted increased traffic, noise from garbage and dump trucks, and general congestion that has diminished the residential feel of the neighborhood. He believes there is no effective traffic flow on that side of the campus and suggested the school consider creating a through-street near the playground to disperse traffic more safely.

Michael Glenn – 128 Lookout Drive - Mr. Glenn expressed appreciation for the quality of the school district but highlighted serious safety concerns on Lake Street, including wrong-way drivers, speeding, and failure to stop at crosswalks. He stated that adding more vehicles would worsen an already dangerous situation, especially during morning drop-off hours. He also read his wife's written comments, which oppose the parking lot and suggest alternative parking locations near Lenore Court, and the water tower.

Additional concerns included headlights, runoff, and negative impacts on property value. They asked that the area be preserved for natural or educational use rather than converted to parking.

Joseph Herbst – 317 Lake Street - Mr. Herbst opposed adding a parking lot, saying it represents a reversal of a decision made ten years ago to keep the area residential. When he bought his home 35 years ago, the area felt strongly residential, and he wants to retain the view of the cemetery rather than a berm or parking lot. He referenced the community's cruising ordinance and associated issues he believes would arise. He expressed concern about the school district encroaching further into the residential neighborhood and stated he will continue advocating for traffic pattern redevelopment to maintain the integrity of the area.

President Knutson closed the Public Hearing at 6:42 p.m.

- b. Public Hearing regarding a zone change request of Pewaukee School District to rezone from the existing split zoning of R-5 Single Family Residential and IPS Institutional and Public Service District to IPS Institutional and Public Service District for a parcel located north of the intersection of Lake Street and School Street / PWV 0899235002.**

President Knutson opened the Public Hearing at 6:43 p.m.

No Comments.

President Knutson closed the Public Hearing at 6:44 p.m.

3. Approval of Minutes of Previous Meeting

- a. Minutes of the Regular Village Board Meeting – December 16, 2025**

Trustee Stauff moved, seconded by Trustee Rohde to approve the December 16, 2025, minutes of the Regular Village Board meeting as presented.

Motion carried 6-0.

4. Citizen Comments

Linda Deppe – 326 Lake Street – Ms. Deppe expressed concern that no alternative options or studies have been explored for the green space and suggested there may be better solutions than the proposal currently under consideration.

Joseph Herbst – 317 Lake Street – Mr. Herbst opposed exploring alternative uses for the green space and does not support changing the current character or use of that location.

John Abbott – 316 Lake Street – Mr. Abbott is opposed to placing a parking lot in that location and suggested the school consider expanding in a different area instead.

Bob Kirsten – 213 Lake Street – Mr. Kirsten recommended considering a shuttle system to transport students from an off-site public parking lot to the school as a possible alternative to building a parking lot in the neighborhood.

5. Ordinances – None.

6. Resolutions –

- a. Review, discussion and possible action on Resolution 2026-01; A Resolution to Support the Knowles-Nelson Stewardship Program by the Village of Pewaukee.**

Trustee Grabowski moved, seconded by Trustee Stauff to approve Resolution 2026-01 as presented.

Motion carried 6-0.

7. Old Business – None.

8. New Business

- a. Review, Discussion, and Possible Action on a recommendation from the Plan Commission regarding a Comprehensive Plan Land Use amendment request of Pewaukee School District to amend the existing land use designation from Single Family Residential to Institutional for a parcel located north of the intersection of Lake Street and School Street / PWV 0899235002.**

Administrator Heiser noted the issue is complex and sensitive for residents. He explained the Comprehensive Plan and Land Use Map guide future development and clarified the parcel is split-zoned (part residential, part IPS) and the school is seeking consistent zoning, as split zoning is typically discouraged. He also noted the Plan Commission recommended denial of the Land Use Plan Amendment. Attorney Gralinski stated zoning bodies make recommendations; the Board may affirm or send items back. He clarified that tonight's action concerns land use only, not approval of a parking lot. Trustee Rohde explained he opposed the request at the December 11th Plan Commission meeting due to lack of information but acknowledged additional details were provided at this meeting. Trustee Grabowski expressed being torn, recognizing the quality of the school district but also the congestion it creates.

Trustee Stauff asked what options the school district would have if the request is denied again. Gralinski explained denial ends the current application but does not prevent the school from submitting a new one; there is no waiting period.

President Knutson stated spot zoning is not good practice and emphasized the discussion is strictly about land use. He recommended sending the matter back to the Plan Commission due to the significant new information presented at this meeting.

Trustee Grabowski moved, seconded by Trustee Rohde to confirm the recommendation from the Plan Commission.

Motion carried 5-1. President Knutson voting Nay.

- b. Review, Discussion, and Possible Action on a recommendation from the Plan Commission regarding a zone change request of Pewaukee School District to rezone from the existing split zoning of R-5 Single Family Residential and IPS Institutional and Public Service District to IPS Institutional and Public Service District for a parcel located north of the intersection of Lake Street and School Street / PWV 0899235002.**

Heiser explained that this item represents the second component of the rezoning request for the parcel. He noted that, since the Village Board confirmed the Plan Commission's recommendation on the related Comprehensive Plan item, staff likewise recommends confirming the corresponding rezoning recommendation.

Gralinski reiterated Administrator Heiser's comments that because the Board affirmed the Plan Commission's recommendation, state statute requires that any rezoning action remain consistent with the Comprehensive Plan.

Knutson expressed concern that significant new information had been presented during the meeting. He stated he felt the matter should be referred back to the Plan Commission for further review.

Trustee Rohde moved, seconded by Trustee Grabowski to disapprove of the proposed rezoning.

Motion carried 5-1. President Knutson voting Nay.

- c. Review, discussion and possible action on a report by Strand and Associates on the results of an NR854 Water Supply Study.**

Director Buechl reported that the Village currently obtains its drinking water from wells and noted that costs associated with this supply are continuing to rise. He explained that one option for the future is exploring a potential connection to Great Lakes water. Background study and preparation will be needed

to ensure the Village is ready should this option become necessary. He noted that the Village has hired Strand Associates to assist with this analysis.

Strand Associates presented their Water Supply Service Area Plan to the Board and clarified that no decision was being requested at this time.

Buechl further reported that the Village is attempting to drill a new well within the next three months. An email was sent to the DNR requesting reconsideration of existing deadlines; as of this meeting, it has been approximately three weeks since the request was submitted.

Trustee Stauff moved, seconded by Grabowski to proceed with the lake water study.

Motion carried 6-0.

d. Review, discussion and possible action on the 2026-2030 Parks and Open Spaces Plan.

Director Phalin explained that the plan provides continued guidance for staff and serves as a supporting document when applying for grants.

Grabowski appreciated the clearly outlined timelines included in the plan.

Trustee Grabowski moved, seconded by Trustee Rohde to approve the 2026-2030 Parks and Open Spaces Plan.

Motion carried 6-0.

e. Review, discussion and possible action regarding Change Order #1 from Payne and Dolan for the 2025 Street Utility Project.

Trustee Grabowski moved, seconded by Trustee Pader to approve Change Order #1 from Payne and Dolan for the 2025 Street Utility Project.

Motion carried 6-0.

f. Review, discussion and possible action on a proposal for funds for the 150th anniversary of the Village.

Heiser explained that the Village is reaching a point where concrete commitments must be made for the anniversary events. In order to reserve venues, catering services, and other necessary arrangements, someone will need authority to place deposits. He added that there would be a ticket price for the meal to offset a portion of the costs.

Rohde distributed a sheet showing potential banner designs. He explained that while the banners themselves cost approximately \$40, the brackets vary significantly in price, with some costing over \$125 and others exceeding \$360 for the banner-saver style brackets. He stated that staff still needs to determine the total number of light poles available for installation. Rohde also reported that the Village qualified for \$77,000 in funding from the City of Pewaukee Tourism Committee and briefly outlined the planned anniversary events.

The recommendation presented was to allocate **\$18,150** in upfront funding for the honors dinner, with the intention of recovering a portion of those costs through ticket sales from the planned dinner.

Trustee Grabowski moved, seconded by Trustee Stauff to approve \$18,150 and no more than \$25,000 for funds for the 150th anniversary.

Motion carried 6-0.

g. Review, discussion and possible action on the proposed extension of the contract with Baker Tilly as the Village auditor.

The Board discussed the proposed five-year contract extension with Baker Tilly.

Trustee Belt stated that the Village could explore other municipalities with comparable budgets to determine whether Baker Tilly remains the best option.

Stauff noted that various add-on fees can accumulate and recommended obtaining two or more additional quotes for comparison. He also stated that he would like to see the contract amount reduced

by 6–8%.

Rohde expressed concern regarding the potential strain on staff associated with switching auditors.

Grabowski commented that he would only support changing firms if the cost savings were significant.

Trustee Stauff moved, seconded by Trustee Belt to defer action on the contract extension with Baker Tilly and to direct staff to seek alternative bids and determine whether the cost of the proposed 5-year commitment can be reduced.

Motion carried 5-1. President Knutson voting Nay.

h. Review, discussion and possible action to confirm Committee Appointments by the Village President

a. Historic Preservation Commission – Benjamin Zombor

Trustee Grabowski moved, seconded by Trustee Rohde to approve Benjamin Zombor to the Historic Preservation Commission.

Motion carried 6-0.

i. Review, discussion and possible action on Special Event Permit Application for the 2026 Kiwanis Beach Party.

Trustee Grabowski moved, seconded by Trustee Pader to approve the Special Event Permit Application.

Motion carried 6-0.

j. Review, discussion and possible action on Temporary Class “B” Wine and Class “B” Beer Alcohol Beverage License for the 2026 Kiwanis Beach Party.

Trustee Grabowski moved, seconded by Trustee Rohde to approve the Temporary Class “B” Wine and Class “B” Beer Alcohol License.

Motion carried 6-0.

k. Review, discussion and possible action on a retainer agreement with the law firm Wirth + Baynard regarding representation in the case of WMC vs Village of Pewaukee Waukesha County Case No. 22CV515.

Trustee Grabowski moved, seconded by Trustee Pader to approve a retainer agreement with Wirth & Baynard.

Motion carried 6-0.

l. Review, discussion and possible action for monthly approval of checks and invoices for all funds from December 2025.

Trustee Belt moved, seconded by Trustee Rohde to approve all funds except for the Library for December 2025.

Motion carried 6-0.

Trustee Belt moved, seconded by Trustee Pader to acknowledge the Library funds for December 2025.
Motion carried 6-0.

m. Review, discussion, and possible action on a Notice of Claim filed by Kirkland Crossings dated May 28, 2025.

Heiser stated that on May 28, 2025, Kirkland Crossings filed a claim alleging that the Village breached it’s PILOT Agreement by charging Fire & EMS fees. Heiser has requested that this discussion be continued in closed session to consult with legal counsel.

n. Review, discussion and possible action on the 2026 goals of the Village Administrator.

Rohde explained he has compiled all of the feedback received from the Trustees and is requesting to discuss the findings in closed session.

- o. The Village Board of the Village of Pewaukee will enter into closed session pursuant to Wis. Statute Section 19.85(1)(g) for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, specifically regarding a Notice of Claim filed by Kirkland Crossings dated May 28, 2025, and pursuant to Wis. Statute Section 19.85(1)(c) to consider employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, specifically regarding the Village Administrator. After conclusion of any closed session, the Village Board will reconvene in open session pursuant to Wis. Statute Section 19.85(2) for possible additional review, discussion and action concerning these agenda items and to address the remaining meeting agenda.**

**Trustee Rohde moved, seconded by Pader to move into closed session at 9:13 p.m.
Motion carried on a roll call vote 6-0.**

**Trustee Belt moved, seconded by Trustee Pader to move into open session at 10:05 p.m.
Motion carried on a roll call vote 6-0.**

9. Citizen Comments – None.

10. Adjournment

**Trustee Grabowski moved, seconded by Trustee Rohde to adjourn the January 20, 2026, Regular Village Board meeting at approximately 10:06 p.m.
Motion carried 6-0.**

Respectfully Submitted,

Jenna Peter
Village Clerk



PUBLIC WORKS DEPARTMENT
1000 Hickory Street
Pewaukee, WI 53072

January 26, 2026

To: Jeff Knutson, Village President
Trustees of the Village Board

From: Jay E Bickler
DPW Operations Supervisor

Date: January 26, 2026

RE: February 3, 2026, Meeting Agenda Item 8(a)
Review, discussion and possible action to approve a proposal from Kelbe Brothers Equipment for the purchase of a new front-end loader for \$268,900.

BACKGROUND

The financial policy of the Village requires all expenditures over \$15,000 to be approved by the Village Board including budgeted items.

Attached for your approval is a purchase order to Kelbe Brothers Equipment for the purchase of a replacement wheel loader. The Villages current machine, a Volvo L90 is 19 years old, but in what I consider decent condition but showing numerous signs of wear and age. I am recommending that this machine be actioned off on Wisconsin Surplus Online Auctions.

I have received the following qualified proposals from area vendors for this purchase:

Vendor	Machine	Cost
Kelbe Brothers Equipment	Hitachi Zw180	\$ 268,900
Aring Equipment Company	Volvo L70H	\$277,200
Miller Bradford & Risberg, Inc	Case 651G2	\$277,247.72

ACTION REQUESTED

The action requested of the Village Board is to approve the new quote of the 2025 Hitachi Wz180 for a total cost of \$268,900.

ANALYSIS

I did take the advice of Villages Trustees and looked at multiple options including both new and used. My conclusion was that the used machines saving was not enough to make up for the loss of factory warranties. The salesmen have been VERY aggressive with their prices and I have been able to negotiate some very attractive extended warranties at no extra costs. As well as free replacements filters up to 2000hrs and free loaners and free transporting.

The 2026 budget for this purchase is \$350,000. I also suspect the sale of our old machine bring some very favorable numbers since it has low hours and doesn't have all the current strict emission standards.

Attachments:

1. Quotes from the 3 vendors.

RECOMMENDATION

I recommend approval of the purchase order to Kelbe Brothers Equipment in the amount of \$268,900



MILWAUKEE
12770 W. SILVER SPRING DRIVE
BUTLER, WI 53007
262-781-4970
800-236-4970
Fax: 262-781-9671
www.kelbebro.com

MADISON
4621 DUTCH MILL ROAD
MADISON, WI 53716
608-221-8300
888-221-8300
Fax: 608-221-0610

GREEN BAY
3101 FRENCH ROAD
DE PERE, WI 54115
920-343-6496
855-414-7895
Fax: 920-343-6499

1/13/26

Village of Pewaukee

Jay,

ONE – 2025 Hitachi model ZW180-7 articulated front end loader equipped as follows:

- Cummins QSB6.7, 173 horsepower
- Tier 4 Final compliant
- Cold start package
- Auto idle shutdown
- DPF and SCR system
- Operating Weight 33,047 lbs
- 3.5 Cubic yard with bolt on cutting edge
- hydraulic quick attach
- Air Ride headed seat
- Heated mirrors
- Fenders
- Air conditioning
- AM/FM radio
- Telescoping and tilting steering wheel
- Rear view camera
- Joystick control
- payload system
- 5 speeds forward and reverse
- Manual shift or auto shift
- 3 spool control valve

2025 Machine.....\$268,900

Notes:

- Machine in stock
- Kelbe will provide all filters up to 2000 hours
- Free travel time
- Loaner provided if needed
- Free pickup/delivery
- **72 month /4000 hour warranty**
- Blank JRB 416 mount hooks
- Forks
- Skid steer blank mount
- 60" Berlon Bucket
- 4 in 1 bucket 6 week lead time

Serving the construction industry since 1953

TAKEUCHI

 **GENESIS**

Link-Belt
EXCAVATORS • FORESTRY
DEMOLITION • MATERIAL HANDLING

 **NEW HOLLAND
CONSTRUCTION**

HITACHI

Reliable solutions

PRO-TEC

 **Trimble**

 **PALADIN**
CONSTRUCTION GROUP

FRD
FLUID POWER

 **Redi Haul**

HITACHI

**CONSTRUCTION
WHEEL LOADER**
ZW180-7 | ZW180PL-7



Reliable Solutions



Bucket Capacity : 3.4 - 4.2 yd³ (2.6 - 3.2 m³)
Engine Output : 173 HP (129 kW)
Operating Weight : 33,245 - 34,259 lbs (14,995 kg)
Model Code : ZW180-7 | ZW180PL-7

ZW180
ZW180PL



MILWAUKEE: 12770 W. SILVER SPRING DRIVE • BUTLER, WI 53007
262-781-4970 • FAX 262-781-9671 • 800-236-4970
MADISON: 4621 DUTCH MILL ROAD • MADISON, WI 53716
608-221-8300 • FAX 608 221-0610 • 888-221-8300
GREEN BAY: 3101 FRENCH ROAD • DE PERE, WI 54115
920-343-6496 • FAX 920-343-6499 • 855-414-7895

SALES CONTRACT

Date: 1/26/26
Purchase Order: _____
Job: _____
Contact: Jay Bickler
Cell: _____
Office: _____
Email: jbickler@villageofpewaukeewi.gov
Via: Kelbe Delivery ☒
Date Requested: 1/26/26

CUSTOMER #

CUSTOMER: Villiage of Pewaukee
1000 Hickory St
Pewaukee Wi

SHIP TO: same as above

QTY.	DESCRIPTION	PRICE
1	2025 Hitachi model ZW180-7 articulated front end loader, 3yd bucket, forks,	
	2 set of blank jrb 416 hooks, skid steer blank mount, 60" berlon bucket, 4 and 1 bucket	
	Tink claw with expansion kit	
	upon approval at meeting on Feburary 3rd	
	This is a letter of intent to purchase	
	tax exempt	\$ 268,900.00
	Subtotal	\$ 268,900.00
	Tax	
	Total	\$ 268,900.00

TERMS

New equipment is sold under the manufacturer's warranty, and no other, unless hereinafter specifically set forth. In the event that this contract is for the sale of used equipment, buyer understands and agrees that this equipment is sold in "as is" condition, free of any implied warranties whatsoever, and free of any expressed warranties unless hereinafter specifically set forth: _____

72 month/ 4000 hour warranty

It is expressly agreed that the title to the above mentioned articles shall remain the property of Kelbe Bros. Equipment Co. until the entire purchase price including any notes given therefore or any judgement taken or obtained thereon is paid for in full in cash. Buyer certifies, by signature, that the trade in is free from encumbrance. ACCEPTANCE OF DELIVERY OF THE ABOVE EQUIPMENT SHALL CONSTITUTE ACCEPTANCE BY THE BUYER OF THE CONDITIONS, SHOWN ON THE REVERSE SIDE, UPON WHICH SAID EQUIPMENT IS SOLD. WISCONSIN SALES TAX WILL BE ASSESSED IF ABOVE IS RULED TAXABLE.

I hereby declare that I have carefully read the foregoing instrument and am acquainted with its contents which I hereby accept.

THE OBLIGATIONS AND RIGHTS OF THE PURCHASER AND KELBE BROS. EQUIPMENT CO. SHALL BE GOVERNED ONLY BY THE TERMS AND CONDITIONS SHOWN ON THE REVERSE SIDE.

Date: _____

Date: _____

*Select...

Sales Rep.

Purchaser: Villiage of Pewaukee

*Select...

Sales Rep.

By: _____

Acceptance of order approved by
Kelbe Bros. Equipment Co., Inc.

Title: _____

By: _____

Title: _____

Title: _____

3. **Taxes and Other Charges.** Any manufacturer's tax, state or local use tax, sales tax, excise tax, duty or similar imposition or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, or incurred by the transaction between Seller and the purchaser shall be paid by the purchaser in addition to the prices stated on invoice. The amount Seller is required to pay any such tax, fee or charge, the purchaser shall determine. Seller hereby, in lieu of such payment, the purchaser shall provide Seller with the invoice or statement with an explanation of rate and other amount of assessment, to the authority imposing the same.


BUTLER (MILWAUKEE)

13001 West Silver Spring Drive
Butler, WI 53007
(262) 781-7779

DEFOREST (MADISON)

5005 Cake Parkway
DeForest, WI 53532
(608) 840-9800

DEPERE (GREEN BAY)

1800 North Ashland Avenue
DePere, WI 54115
(920) 325-3600

EAU CLAIRE

2727 Alpine Road
Eau Claire, WI 54603
(715) 835-6113

Prepared For:

Jay Bickler
VILLAGE OF PEWAUKEE
235 HICKORY ST
PEWAUKEE, WI, 53072

Quote

Quote No.	Q4728
Date	1/14/26
Valid Till	1/30/26
Salesman	Dean Castona

Product Details	Unit Price	Quantity	Total
L70H2 WHEEL LOADER Volvo L70H Wheel Loader c/w 3.0cu yd Bucket Michelin Sno Plus 20.5R25 Tires Delayed engine shutdown Block Heater Reversible cooling fan Premium ISRI Air Susp Seat Climate Controlled Cab Radio in Co-Pilot System LH Radio Mounting Kit wit speakers and 12v outlet Hands Free in Co-Pilot Secondary Steering electric Co-Pilot including Camera Onboard Weighing Hardware and Software Volvo ISO Quick Coupler Boom Suspension (Ride Control) Lifetime Frame Warranty Max Boom Height Full Coverage Fenders Limited Slip Rear axle Full locking front axle Opti-Shift- Lock Up Torque Converter and Reverse by Braking Electric heated mirrors LED Feature Light Package Single acting lift function Logging Counterweight 59" Fork Frame 57" Hi Vis Forks	\$ 233,000.00	1	\$ 233,000.00
MISC. WHEEL LOADER ATTACHMENT Tink C720 Claw Bucket with Leaf Extension Does not include jumper hoses or couplers	\$ 23,000.00	1	\$ 23,000.00
MISC. WHEEL LOADER ATTACHMENT GEM 2.5cu yd Multi-Purpose Bucket with BOCE Does not include jumper Hoses or couplers	\$ 18,500.00	1	\$ 18,500.00
MISC. Berlon FMX 60 Skid Steer Bucket	\$ 2,700.00	1	\$ 2,700.00
WARRANTY 36 month / 2000 hour complete machine warranty. See coverage details	\$ 0.00	1	\$ 0.00

Includes travel & Mileage

Included in loader price.

Sub Total	\$ 277,200.00
Sales Tax	\$ 0.00
F.E.T. Tax (If applicable)	
Grand Total	\$ 277,200.00

Terms & Conditions:

Notes:

www.aringequipment.com



Corporate Office:
W250 N6851 Hwy 164
P.O. Box 904
Sussex, WI 53089

Sussex, WI 1-800-242-3115	DeForest, WI 1-800-585-7219	De Pere, WI 1-800-638-7448	Negaunee, MI 1-800-562-9770
Eau Claire, WI 1-800-585-7232	Marathon, WI 1-888-886-4410	Rockford, IL 1-800-585-7231	

Distributors of Equipment and Supplies for ■ Construction ■ Forestry ■ Industry ■ Government

TO: VILLAGE OF PEWAUKEE
ATTN: JAY BICKLER

DATE: 1/12/2026

REFERENCE: 2026 BUDGET QUOTING

WE SUBMIT THE FOLLOWING PROPOSAL:

QUANTITY	DESCRIPTION	AMOUNT
1	NEW 2026 CASE 651G2 ZBAR T4 FINAL - ORDER 734146 Quick Pick 2 - D W 1906 424225 5-speed Transmission 734201 HD - LSD Front - LSD Rear 482585 Cooling System w/Reversing Fan 734152 Enhanced Cab Comfort 734154 Enhanced Visibility Bundle 782441 Standard Hydraulic Steering 734054 Joystick with 1 AUX Function 782509 Standard Fenders w/ LH Steps 9420440 20.5R25 L3 Radial (3 pc rim) 482599 Michelin Brand Tires 424910 3.5 cu. yd. W/BOCE W/CNH Coupler(JRB 416) 424911 Locking Hydraulic for Coupler 424223 Ejector Type Precleaner 482322 Cold Weather package 734167 Integrated Payload System.	
	QUOTE INCLUDES: 1 NEW GEM ATTACHMENTS 4-IN-1 UTILITY BKT W/BOCE - 8 WEEK LEAD TIME 1 NEW 2.7CYD TINK CLAW LEAF EXPANSION KIT - CASE GREY 1 NEW GEM ATTACHMENTS JRB STYLE FORKS - 60" CARRIAGE 60" TINE 1 BERLON SKIDSTEER BUCKET - SPECS: TBD 2 JRB 416 EAR BLANK ABOVE PRICING INCLUDES DELIVERY AND OPERATIONAL WALKAROUND INCLUDES CASE 3YR/3000HR WARRANTY INCLUDES 3YR/2000HR PRO-CARE MAINTENANCE COVERAGE INCLUDES MBR SHIELD TRAVEL AND MILEAGE POLICY	PRICE \$277,247.72

TERMS: NET DUE UPON DELIVERY F.O.B.: MBR-SUSSEX
DELIVERY: TBD

WE THANK YOU FOR THE OPPORTUNITY TO QUOTE ON THIS EQUIPMENT

Miller-Bradford & Risberg, Inc.

SIGNED

NICK WEDIG



PUBLIC WORKS DEPARTMENT
1000 Hickory Street
Pewaukee, WI 53072

To: Village Board Members
CC: Matt Heiser, Village Administrator
From: David Buechl, P.E., P.L.S., Director of Public Works/Village Engineer
Date: January 29, 2026
Re: February 3, 2026 Meeting Agenda item 8(b).
Review, discussion and possible action to approve a proposal from Collier Geophysics for well site testing.

BACKGROUND

On April 26, 2023, Well 6 was found to contain elevated levels of PFAS and was taken offline. In June of 2025, a temporary PFAS treatment system was put into operation and the well was brought back online. The temporary PFAS treatment trailer uses equipment rented from Water Surplus, Inc. on a three-year lease that ends in 2028. By the end of the lease, the Village plans to either provide a permanent treatment system to remove PFAS from Well 6 or drill a new well to replace Well 6.

Ruekert/Mielke has provided a draft PFAS Study for Well 6. The services include a study to determine potential PFAS permanent treatment options and compare the costs and benefits of treatment to the construction of a new deep well to replace Well 6. As an earlier version of the report was being reviewed, it was determined that additional scope was needed to supplement that a suitable well site exists to drill at if this option is recommended.

ACTION REQUESTED

The action requested of the Village Board is to review and consider approval of the proposal from Collier Geophysics dated January 19, 2026.

ANALYSIS

Collier Geophysics has submitted a proposal dated January 19, 2026 for well support services to the Village. The Village wishes to drill one or two new sandstone wells in the Village and wishes to screen several potential sites for the presence of PreCambrian quartzite that may be present in portions of the Village. Collier proposes to collect and interpret existing geophysical data collected for previous studies including gravity data collected by the USGS and UWM to map the Waukesha Fault and TEM soundings collected by Aquifer Science and Technology to map zones of saline water in the sandstone aquifer. Collier will collect and review this data, and determine the probability of quartzite knobs reducing the thickness of the sandstone and the probable yield of a well at approximately 3 to 4 potential well sites identified by the Village. The cost estimate includes a budget for site visits and meetings with the Village and their Engineers to discuss options and an estimated cost range to collect additional gravity data to fill in data gaps at selected sites if the data review suggests that is warranted to reduce risk. The deliverable of the project will be a brief letter report describing the methods used and the relevant findings with recommendations for site selection or the need to fill critical data gaps by collecting additional gravity data at selected sites.

RECOMMENDATION

I recommend that the Village approve the proposal with Collier Geophysics for \$10,297 with option for additional gravity data collection of \$10,000 to \$15,000 if needed.

Attachments – Collier Geophysics proposal

Geophysical Project Cost Estimate



COLLIER
GEOPHYSICS

7711 W. 6th Ave., Suite G
Lakewood, CO 80214
Office: 720.487.9200
www.colliergeophysics.com
SDVOSB

Project Name:	Village of Pewaukee Well 8
Proposal Number:	2950
Prepared By:	John Jansen
Proposal Date:	1/19/2026
Estimate Type:	Time and Materials Cost Estimate
Completed For:	Dave Buechl
Client Phone Number	262-691-5660
Via Email	dbuechl@villageofpewaukee.wi.gov
Client:	Village of Pewaukee
Project Location:	Pewaukee, WI
Project Description:	Data review to site well

PRICING		
Line Item	Estimated Cost	Comment
Task 1. Reconnaissance Study	\$ 7,607.00	
Task 2. Site Visit and Meetings	\$ 2,690.00	
Task 3. Additional Gravity Data (optional)	\$10,000 to \$15,000	To be determine based on data needs
	\$ -	
Total:	\$ 10,297.00	Assuming no additional gravity data is needed

Scope of Work:

Collier proposes to provide well support services for the Village of Pewaukee. The Village wishes to drill one to two new sandstone wells in the northern half of the Village and wishes to screen several potential well sites for the presence of mounds of PreCambrian quartzite that may be present in portions of the Village. Collier proposes to collect and reinterpret existing geophysical data collected for previous studies including gravity data collected by the USGS and UWM to map the Waukesha Fault and TEM soundings collected by Aquifer Science and Technology to map zones of saline water in the sandstone aquifer. Collier will collect this data, review it to determine the probability of quartzite knobs reducing the thickness of the sandstone and the probable yield of a well at approximately 3 to 4 potential well sites identified by the Village. The cost estimate includes a budget for site visits and meetings with the Village and their engineers to discuss options and an estimated cost range to collect additional gravity data to fill in data gaps at selected sites if the data review suggests that is warranted to reduce risk. The deliverable of the project will be a brief letter report describing the methods used and the relevant findings with recommendations for site selection or the need to fill critical data gaps by collecting additional gravity data at selected sites.

Key Assumptions and Limitations - (Quote valid for 90 days)

- The detail of the analysis is limited to the detail of available information and any additional data collection authorized by the Village.
- Access provided to the site by the client - cost for permitting is not included
- Work area needs to be safe and navigable for staff and equipment.
- Field work cannot be completed during inclement weather; crew and equipment safety will affect where lines are placed
- Actual field parameters may be altered on-site by the field geophysicist to optimize the investigation

Notice to Proceed

This notice to proceed authorizes Collier Geophysics, LLC. to complete the scope of work at the estimated cost presented above and must be completed and signed prior to the start and performance of any work. Upon signing, Client agrees to the General Terms and Conditions of Collier Geophysics.

Client: Village of Pewaukee

Authorized by: _____
(Name and Title)

Signature: _____

Date: _____

COLLIER GEOPHYSICS' (COLLIER) GENERAL TERMS AND CONDITIONS

FEE PAYMENT

- 1) COLLIER will submit invoices to Client monthly following any month of significant activity or at key project milestones, and a final invoice upon completion of services. Invoices will show charges based on current COLLIER Fee Schedules or other agreed-upon basis, and will include a detailed separation of charges and supporting information.
- 2) Payment is due upon receipt of invoice. On accounts past due by forty-five (45) days, Client will pay a finance charge of 1.5 percent per month dating from the invoice date.
- 3) In the event Client requires expert-witness testimony, Client will pay COLLIER all past due balances before COLLIER will proceed to prepare for or offer testimony.
- 4) Client will pay the balance stated on the invoice unless Client notifies COLLIER of the particular item that is alleged to be incorrect within fifteen (15) days from the invoice date. Client will remit the balance of undisputed items in a timely manner while a disputed item is being reviewed.
- 5) In the event Client fails to pay COLLIER within forty-five (45) days following invoice date, COLLIER may consider that a breach of the consulting agreement and all duties of COLLIER may be suspended or terminated, and work product may be withheld, without liability of any kind to COLLIER.

OWNERSHIP OF DOCUMENTS AND CONFIDENTIALITY

- 1) All reports, field data and notes, laboratory test data, calculations, estimates, and other documents prepared in the course of consulting service shall remain the property of COLLIER. Client agrees that all reports and other work COLLIER furnished to Client or Client's agents which are not paid for, will be returned upon demand and will not be used for any purpose whatsoever.
- 2) Documents provided to COLLIER by Client will be returned to Client, upon request, at the completion of work at Client's cost.
- 3) Reuse of reports or other materials by Client or others, on extensions or modifications of the project or on other sites, without written permission from COLLIER or adaptation by COLLIER for the intended purpose, shall be at the user's sole risk, without liability on the part of COLLIER, and Client agrees to indemnify and hold COLLIER harmless from all claims, damages and expenses, including attorney's fees.
- 4) COLLIER shall maintain Client's project data and reports in strictest confidence, and will release such information to others only upon written permission from Client.

DISPUTES

- 1) Client will pay all collection expenses or litigation fees, including attorney fees, that COLLIER incurs in collecting any delinquent amount Client owes.
- 2) If the Client institutes a suit against COLLIER which is dismissed or for which judgment is rendered for COLLIER, Client will pay COLLIER for all costs of defense including attorney fees, expert witness fees and court costs.

INSURANCE AND INDEMNIFICATION

- 1) COLLIER will carry Workers Compensation, General Liability, Automobile Liability, Excess Umbrella-Form Liability and Professional Liability insurance policies in amounts which COLLIER considers adequate. Certificates of insurance will be provided to Client upon request. Within the terms and conditions of the insurance, COLLIER agrees to indemnify Client against loss caused by actions of COLLIER, its employees or its subcontractors. COLLIER will not be responsible for liability beyond the limits and conditions reflected herein and in the Certificate of the Insurance. At Client's request, COLLIER will seek additional insurance coverage or limits for specific projects, and will bill Client for the additional premium cost. COLLIER will require that its field subcontractors are insured to the same levels required of COLLIER by Client.
- 2) COLLIER's professional liability will be limited to the value of the consulting services performed.
- 3) COLLIER will not be responsible for any loss or liability related to negligence of Client others employed by Client, or from negligence by any person for whose conduct we are not legally responsible.
- 4) Neither the Client nor COLLIER, their respective officers, directors, partners, employees, contractors or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and COLLIER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

CUSTODY OF MATERIALS

- 1) In the course of work, COLLIER may take custody of and transport soil and/or water samples from Client's site. Upon the completion of evaluation and/or testing of such samples, COLLIER reserves the right to return the samples to Client at Client's expense, and Client agrees to accept such samples and the responsibility for their proper and legal disposal.
- 2) At no time, under any circumstances, will COLLIER personnel represent COLLIER or themselves as generators of waste, hazardous or otherwise, which may have to be removed from or disposed of on a site, and COLLIER personnel will not sign hazardous waste manifests on behalf of Client.

SUBCONTRACTORS

- 1) On occasion, COLLIER engages the specialized services of individual consultants or other companies to participate in a project. When considered necessary, these firms or other consultants will be used with Client's approval. The cost of such services plus a fifteen (15) percent service charge will be included in our invoice.
- 2) Alternatively, at Client's request, COLLIER will recommend contractor(s) or specialist(s) for Client to enter into direct contract(s) with. Invoices for these outside services will be issued to Client for direct payment to the contractor(s). COLLIER review and approval of each invoice will be provided on request. Under either alternative, COLLIER does not guarantee and is not responsible for the performance of the contractor(s) or the accuracy of their results.

CHANGES TO THE APPROVED SCOPE OF WORK

Once a scope of work is approved and signed, the Client must submit any changes or modifications to the scope of work to COLLIER in writing. COLLIER agrees to provide a response to change orders in a timely manner. Any changes or modifications to the approved scope of work will be at an additional cost, above and beyond the approved scope of work. The additional cost must be agreed upon and a written change order approved by COLLIER and the Client prior to the start of any new tasks.

STANDBY TIME

COLLIER will not conduct on-site work during inclement weather, extreme temperatures or other atmospheric conditions that jeopardize the health and safety of personnel and/or equipment. In the event that COLLIER incurs standby time due to inclement weather, delays by client and/or other on-site contractors working for the Client, and/or other conditions outside the control of COLLIER, Client agrees to pay 75% of personnel rates, 100% of equipment rates, and 100% of expenses.

GEOPHYSICAL & GEOLOGICAL INSTRUMENTATION SERVICES

COLLIER is equipped to provide specialized geophysical and geological instrumentation services according to project needs. Fees for these equipment services will be based on use charges at standard rates published by COLLIER plus fees for consulting services. Client agrees to be responsible for any equipment stuck downhole and the recovery thereof.

RIGHT OF ENTRY

Client will furnish right-of-entry on the site for COLLIER to conduct the work. COLLIER will take reasonable precautions to minimize damage to the land from use of its equipment but has not included in the fee the cost for restoration of damage that may result from site operations. If COLLIER is required to restore the land to its former condition, this will be arranged and the cost plus fifteen (15) percent will be added to our fee.

DAMAGE TO SUBSURFACE STRUCTURES

Reasonable care will be exercised in locating subsurface structures in the vicinity of proposed subsurface explorations. This will include contact with the local agency coordinating subsurface utility information (i.e., "Call Before You Dig" service) and a review of plans provided by Client for the project site. COLLIER shall rely upon any information provided by Client or Client's agent or representative. If the locations of underground structures are not known accurately or cannot be confirmed, then there will be a degree of risk to Client associated with conducting the work. In the absence of confirmed underground structure locations, Client agrees to accept the risk of damage and possible costs associated with repair and restoration of damage resulting from the work.

PETROLEUM PRODUCTS AND HAZARDOUS MATERIALS

If, at any time, evidence of the existence or possible existence of hazardous materials is discovered, COLLIER reserves the right to renegotiate any consulting agreement, the fees for our services and our continued involvement in the project. COLLIER will notify Client as soon as possible should unanticipated hazardous materials or suspected hazardous materials be discovered. Client agrees to compensate COLLIER for the cost of any and all measures that, in our professional onsite judgment are justified to protect the health and safety of our personnel, Client's employees, the public, and/or the environment. In addition, Client waives any claims against COLLIER and, to the full extent permitted by law, agrees to indemnify, defend and hold COLLIER harmless from any and all claims, damages and liability, including but not limited to cost of defense, in any way connected with the hazardous materials.

Conflicting Terms

These general terms and conditions shall govern and control, unless specifically provided to the contrary in any attached proposal or supplemental agreement. The fact that additional terms or provisions appear in one or the other document shall not, in and of itself, create a conflict.

STANDARD OF CARE

In accepting our proposal for consulting services, Client acknowledges the inherent risks associated with any geological investigation. In performing professional services, COLLIER will use the degree of care and skill ordinarily exercised under similar circumstances by members of the profession practicing in the same or similar localities. COLLIER makes no express or implied warranty beyond our commitment to conform to this high standard of professional practice.



To: Jeff Knutson, President
Trustees of the Village Board

From: Matt Heiser
Village Administrator

Date: January 29, 2026

Re: February 3, 2026, Meeting Agenda Item 8(c) OPEN SESSION
Review, discussion and possible action to approve the proposed contract extension with the Pewaukee Police Association.

BACKGROUND

The Village has a contract with the Pewaukee Police Association. The current contract expired at the end of 2025 and is in need of extension.

ACTION REQUESTED

The action requested of the Village Board is to approve the Tentative Agreement with the Pewaukee Police Association contingent upon their ratification of it.

If the Village Board wishes to discuss strategy or a counter offer that conversation should be moved to closed session.

ANALYSIS

The group representing the Village was composed of Trustee Kelli Belt, Chief Heier, Labor Attorney Brian Waterman and the Village Administrator. The PPA and Village held a mediation session on January 28, 2026. The session resulted in a tentative agreement of terms that require Board approval.

The terms were:

1. The new contract will be in effect 2026 through 2027.
2. Officer pay will increase:
 - a. 2% effective January 1, 2026
 - b. 2% effective July 1, 2026
 - c. 2% effective January 1, 2027
 - d. 2% effective July 1, 2027
3. Officers in training at the academy are paid 10% less than a serving officer.
4. Lateral transfers – New hires with 3.5 years experience can be placed in the highest pay tier.
5. Bereavement leave altered to more closely match the Village Handbook (for non-represented employees).
6. The probation period extended from 12 to 18 months.
7. New hires with 2 years experience can receive vacation as if those 2 years were served in

the Village.

8. The uniform allowance was increased from \$300 to \$350 per year.
9. The creation of a health Incentive program.

Attachments:

The Tentative Agreement with the union with changes in red-line.

Tentative Agreement Between the Village of Pewaukee and the Pewaukee Police Association

Article II – Wages and Classification

- Increase wages for all classifications and steps in the wage schedule as follows:

January 1, 2026	2%
July 1, 2026	2%
January 1, 2027	2%
July 1, 2027	2%
- Newly hired employees to be paid 10% less than Patrol Officer Pay Level III starting pay prior to the employee's completion of the law enforcement academy.
- Lateral Transfers: The initial appointment of a newly hired employee above the established starting rate of pay may be made by the Village if it decides to hire a new employee with a minimum of two (2) years full-time experience in a position with the power of arrest. Any such appointment must be at an established pay level on the wage schedule above. If hired at “Pay Level II - Two (2) Years from Start” the employee would move to “Pay Level I – Three and one-half (3 ½) years from start” after eighteen (18) calendar months. If the Village decides to hire a new employee with a minimum of three and one-half (3 ½) years full-time experience in a position with the power of arrest, the Village may place the new employee at “Pay-Level I – Three and a half (3 ½) Years from start” immediately upon hire. This provision does not alter the probation requirements contained in this Agreement, the seniority level of the new hire, or any other years of service related benefits.

Article XVI – Bereavement Leave

- Leave with pay up to a maximum of three (3) days may be allowed a member of the Pewaukee Police Department covered by this Agreement to attend the funeral of a parent, step-parent, spouse, brother, sister, children/step-children, father-in-law, mother-in-law, grandchild, grandparent or spouse's grandparent. ~~member of their immediate family~~, upon the written request for leave.

Leave with pay up to a maximum of one (1) day may be allowed a member of the Pewaukee Police Department covered by this Agreement to attend the funeral of an aunt, uncle, niece, nephew, sister-in-law, brother-in-law, or any other relative in the employee's household or spousal equivalents.

~~Immediate family is defined as including a spouse, child or parent, parent-in-law, grandparents and spouse's grandparents, brother or sister.~~ The period of time allowed shall depend upon the place of the funeral and the duties of the patrol officer in respect to the funeral and the affairs of the decedent.

Article XVIII – Probation

- All newly hired full-time employees shall be subject to an ~~n eighteen twelve~~ (182) month probationary period. During such probationary period such employees shall not attain any seniority or sick leave rights and shall be subject to dismissal for any reason without cause and without recourse to the grievance procedure. Upon completion of the probationary period, the employee shall be granted seniority rights and sick leave accumulation from the date of last hire.

Article XIX – Vacations

- If the Village decides to hire a new employee with a minimum of two (2) years full-time experience in a position with the power of arrest, the Village may count the employee's prior years of experience in such a position for the purpose of determining the amount of vacation to which the employee is entitled under this Article. Lateral hires will be eligible for vacation time as of their date of hire. The vacation anniversary date for each subsequent year will be the following January 1. New employees who are granted vacation allowance under this provision, and who resign from employment within their first year of service with the Village, shall not be entitled to payout of unused vacation upon resignation.

Article XXI – Uniform Allowance

- Up to ~~\$300~~\$350 annually toward one pair of work shoes or other duty item approved by the Chief of Police
- Detectives shall receive an annual clothing allowance in the amount of ~~\$300.00~~\$350

New Article – Health Incentive Program

In recognition of the importance that physical fitness plays in the general health and well-being of police officers and in consideration of the relationship between good health, well-being and effective police services, the Village shall implement the following physical fitness testing program.

- A. Participation: The physical fitness testing program will be voluntary.
- B. Frequency: The physical fitness test will be offered one (1) time per calendar year on or about the first week of September. Personnel will be notified at least six (6) weeks in advance of the actual test date, which shall be established by the Chief or Police or his/her designee. At the discretion of the Chief of Police, the Chief may allow an employee who is unavailable on the established test date to take the test on a different date.
- C. Medical Qualification: All employees are responsible for determining their medical qualification to participate in the testing procedure.
- D. Physical Fitness Coordinator: A Physical Fitness Coordinator, who shall not be a member of the Association, will be designated by the Chief of Police. The Physical Fitness Coordinator will conduct and judge the testing, and certify the test results to the Chief of Police.
- E. Assessment Testing: The physical fitness test program shall contain five (5) events.
 - 1. Cardiovascular Endurance (1.5 mile run)
 - a. Test will be conducted on a circular track, or other suitable area as

determined by the Physical Fitness Coordinator

b. Each participant will be timed for distance of 1.5 miles

c. A time of fifteen (15) minutes and fifty-four (54) seconds or less will count as a passing grade

2. Upper Body Strength (consecutive push-ups)

a. Hands must be shoulder width apart

b. Back must be straight

c. Arm angle at elbow must go below parallel

d. Rest is permitted only in the starting (up) position with back straight

e. There is no time limit, as this shall be a maximum exertion test

f. 25 or more consecutive push-ups will count as a passing grade

3. Abdominal Strength (consecutive sit-ups)

a. Feet must be restrained

b. Knees must be bent at 90 degrees

c. Hands must be overlapped behind the head

d. Elbows must break the plane of and touch the knees on each upward movement

e. Shoulder blades must touch the floor on each downward movement (the head does not need to touch the floor)

f. Rest is permitted only in the up position (elbows touching the knees)

g. One minute time limit to complete the test

h. 30 or more consecutive sit-ups within the time limit will count as a passing grade

4. Anaerobic Power (vertical jump)

a. While standing, both arms outstretched overhead next to measuring device will determine starting point

b. Vertical jump at measuring device

c. One foot must be stationary before the jump (no running start)

d. Best of three (3) attempts will be scored

e. A jump distance of sixteen (16) inches or more will count as a passing grade

5. Anaerobic Power (300 meter run)

- a. Test will be conducted on a circular track or other suitable area as determined by the Physical Fitness Coordinator
- b. Each participant will start in a stationary position and be timed running for a distance of 300 meters
- c. A time of sixty-six (66) seconds or less will count as a passing grade

F. An employee who attains a passing grade in all five events shall receive five hundred dollars (\$500.00). An employee who does not pass all events, shall receive fifty dollars (\$50.00) for each test completed with a passing grade. Payments under this section will be paid to the employee within thirty (30) days following the physical fitness testing. Payments should be used towards physical fitness related expenses; however, proof of how the funds were spent will not be required.

G. Employees who participate in the voluntary physical fitness testing outside their regular duty schedule shall be considered on duty while testing and shall be eligible for workers compensation if they incur an injury while testing. Time spent by employees training and preparing for the test will not be considered duty time and will not qualify an employee for workers compensation if they sustain an injury during such time.

Bargaining Procedure

On or before September 1, 202~~7~~⁵, the parties shall mutually exchange proposals for a successor bargaining agreement.

Term

This Agreement shall be effective from January 1, 202~~6~~⁴ until December 31, 202~~7~~⁵.