



**City of Waukesha**  
 201 Delafield Street  
 Waukesha, WI 53188  
 Tel: 262.542.3700  
 waukesha-wi.gov

## City of Waukesha Cover Sheet

<b>Committee:</b> Board of Public Works	<b>BPW Meeting Date:</b> 03/05/26
<b>ID Number:</b> ID#26-03077	<b>Ordinance/Resolution Number (if applicable):</b> N/A
<b>Department Submitting:</b> Department of Public Works	<b>Common Council Meeting Date:</b> 03/17/26
<b>Agenda Item Title:</b> Review and possible action on the Contract with Compost Crusaders to compost residential food waste in 2026.	

<b>Issue Before the Council:</b> Composting food scraps and pumpkins has been a valuable service provided to residents at the Drop Off Center. Food waste is heavy and can be reused as compost, which reduces the overall tonnage of residential waste. This contract will not charge the residents for this service being provided.
<b>Options &amp; Alternatives:</b> If this service is not offered, food scraps and other compostable waste would end up in the landfill. Landfill waste disposal is paid by the ton, and this option allows for a sustainable way of re-utilizing this waste.  The long-term plan would be to introduce food scrap composting as a curbside program, which would be paid for directly by residents to the collection company.
<b>Additional Details:</b> The 2026 Contract for this service is attached.

<b>What is the Strategic Plan Priority this item relates to:</b> N/A
<b>What impact will this item have on the Strategic Plan Priority?</b> N/A

**Financial Remarks:**

In 2025, this composting service had a cost of \$3,125.00. The estimated savings on landfill tonnage is \$382.50.

Expense account: 7110.52190

**Recommended Motion:**

Move to approve the Contract with Compost Crusaders for residential food waste in 2026 pending final review by the City Attorney.

**Reviewed By:**

<b>City Attorney</b> Brian Running	<b>Date Reviewed</b>
<b>Finance Director</b> Joseph P. Ciurro	<b>Date Reviewed</b>
<b>City Administrator</b> Anthony W. Brown <i>Anthony Brown</i>	<b>Date Reviewed</b> 02/25/2026

**Composting Services Contract  
City of Waukesha – Compost Crusader LLC**

This Contract is by and between the City of Waukesha, a Wisconsin municipal corporation, 201 Delafield Street, Waukesha, Wisconsin 53188, referred to herein as the City; and Compost Crusader LLC, 1780 East Bolivar Avenue, Milwaukee, Wisconsin 53235-5311, referred to herein as the Contractor. Together, the City and Contractor are referred to as the Parties.

**Recitals**

The City provides a drop-off location and collects food scraps and materials for compost at the City's Drop-Off Center on Sentry Drive. The purpose of the events is to give Waukesha residents the opportunity to dispose of compostable waste sustainably and keep it out of landfills.

Contractor has represented itself to the City as having the ability to provide food scraps disposal and composting services and is willing to provide those services to the City and its residents.

Now, therefore, the City and the Contractor agree and contract as follows:

1. **Definitions.** The following capitalized terms have these meanings:
  - a. **Eligible Materials.** Residential kitchen food scraps and waste, including and similar to raw and cooked fruits and vegetables, cooked meat and seafood, cheese and dairy products, egg shells, clam shells, seafood shells, breads and baked goods, pastas, grains, cereals, rice, bones, pet foods removed from packaging, and coffee grounds. Eligible Materials does not include packaging materials of any kind, cooking oil or grease, raw meat, metal, plastic, glass, paper, cardboard, products marked as "biodegradable," pet waste, and medical waste.
  - b. **Collection Site.** The City's Drop-Off Center at 750 Sentry Drive.
2. **Contractor Duties.** The Contractor shall perform the following, at Contractor's sole expense:
  - a. Accept all Eligible Materials delivered to the Collection Site by the public and transport and deliver such materials to a composting facility. Contractor may refuse to accept materials that are not listed as Eligible Materials.
  - b. Transport, handle, and process all Eligible Materials according to all applicable federal, state, and local laws, rules, and regulations.
  - c. Provide all equipment and materials required to collect, transport, and process the Eligible Materials.
  - d. Keep the Collection Site clean and free of debris.
  - e. Comply with the City's directions for operation of the Collection Site and comply with all City regulations concerning the Collection Site.
  - f. Provide supporting documentation and records to the City with invoices.
3. **City Duties.** The City shall:
  - a. Provide a designated area at the Collection Site to accommodate Contractor's operations with a firm, well-drained surface for Contractor's equipment and materials.
  - b. Provide access to Collection Site as necessary for Contractor to perform its obligations under this Contract.

- c. Promote Contractor's services in the City's regular public communications and inform citizens of the types of materials that may be collected by Contractor and those that may not.
4. **Fees.** City shall pay Contractor for each collection as follows per collection:
  - a. \$35 for collection of one 96-gallon cart.
  - b. \$65 for collection of two 96-gallon carts.
  - c. \$95 for collection of three 96-gallon carts.
  - d. \$120 for collection of four 96-gallon carts.
  - e. \$30 for each additional cart after the collection of four carts.
5. **Term of Contract.** This Contract shall have an initial term of one year from its date of execution, and shall automatically renew for successive one-year renewal terms unless either Party notifies the other of its intent not to renew no later than 30 days before the expiration of the then-current term.
6. **Indemnification by Contractor.** Contractor shall indemnify and hold the City, its employees, officers and officials harmless from and against any claims, demands, lawsuits, damages or other liabilities of any kind arising from Contractor's operations at the Collection Site and Contractor's possession, handling, and disposal of Eligible Materials.
7. **Assumption of Risk, Release and Waiver of Claims.** Contractor acknowledges that City has no responsibility for the content of the materials delivered by the public for collection. Contractor releases City, and waives all claims against City, for any damage or injuries to Contractor, Contractor's employees, or Contractor's equipment caused by the materials accepted by Contractor at the Collection Site.
8. **Insurance.** Contractor shall maintain insurance of the following kinds and for not less than the following limits, at Contractor's sole expense, at all times during the term of this Contract and for no less than one year after the end of the term of this Contract. Policies shall be occurrence, and not claims-made, policies. Contractor shall obtain an endorsement making the City an additional insured, and City shall reimburse Contractor \$25 towards the cost of the endorsement. Contractor's insurance shall be primary, not excess, and non-contributory. All policies shall be from insurers licensed to issue such policies in Wisconsin. Upon the execution of this Contract, Contractor shall deliver a certificate of insurance to City showing that all requirements of this section are met.
  - a. Commercial general liability, including products-completed operations, \$1,000,000 per occurrence, \$2,000,000 aggregate per project.
  - b. Automobile liability, \$1,000,000 bodily injury, \$1,000,000 property damage.
9. **Record Keeping.** Contractor shall provide City with a copy of any documentation created in connection with the collection, promptly upon completion of the collection. Contractor acknowledges that such documents and records may be subject to Wisconsin's Open Records Law.
10. **Parties Are Independent Contractors.** Nothing in this Contract shall be construed to create any relationship between the Parties other than independent contractors. Unless specifically provided in this Contract, the Parties are not agents for one another, have no authority to bind the other to contracts, and have no vicarious liability for the other's acts or omissions.
11. **Governmental Immunities and Notice Requirement Preserved.** Nothing in this Contract shall be construed to be a waiver or modification of the governmental immunities or notice requirements imposed by Wis. Stats. §893.80 or any other law.

**City of Waukesha**

By Shawn N. Reilly, Mayor

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

Attested by Katie Panella, City Clerk

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

**Compost Crusader, LLC**

By (print name) \_\_\_\_\_

Title: \_\_\_\_\_

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