



Office of the Clerk/Treasurer
W240 N3065 Pewaukee Road
Pewaukee WI 53072
Phone: 262-691-0770

**COMMON COUNCIL
MEETING NOTICE AND AGENDA
Monday, March 16, 2026
6:30 PM**

The March 16, 2026 Common Council Meeting has been cancelled.

- REVISED -

Pewaukee City Hall Common Council Chambers
W240N3065 Pewaukee Road, Pewaukee, WI

-
1. Call to Order and Pledge of Allegiance
 2. Public Comment - Please limit your comments to two minutes. If further time for discussion is needed, please contact your District Alderperson prior to the meeting.
 3. Consent Agenda
 - 3.1 Renumber Resolution 26-03-01 Levying the Final Special Assessments for Meadowbrook Farms Phase 3 Subdivision Pavement Reconditioning and Related Facilities Pursuant to Section 66.0703, Wisconsin Statutes to **Resolution 26-03-05** - Originally Approved March 2, 2026 [Tarczewski]
 - 3.2 Renumber Resolution 26-03-02 Accepting Public Utilities within the ALTA Ridgeview Apartments Development to **Resolution 26-03-06** - Originally Approved March 2, 2026 [Tarczewski]
 - 3.3 Approve Accounts Payable Listing Submitted March 16, 2026 [Tarczewski]
 4. New Business
 - 4.1 Discussion and Possible Action Regarding **Ordinance 26-02** Modifying Park Rule to Allow Dogs at City Parks (*First Reading*) [Phalin].
 - 4.2 Discussion and Possible Action Regarding the Baker Tilly Engagement Letter for Auditing Services Covering 2025 through 2029 [Klein]
 - 4.3 Discussion and Possible Action to Refurbish the Old Fire Station on Green Road in the Amount Not to Exceed \$47,292, With the Funds to be Taken from the Contingency Account [Klein]
 5. Engineering
 - 5.1 Discussion and Possible Action Regarding the Intergovernmental Agreement Between the City of Pewaukee and Waukesha County Regarding the Municipal Recycling Dividend Program. [Wagner]
 - 5.2 Discussion and Possible Action to Approve **Resolution 26-03-07** Establishing April 24, 2026 as Arbor Day [Wagner]
 - 5.3 Discussion and Possible Action Regarding Prospect Avenue Pedestrian Crossing. [Wagner]
 1. Adopt **Resolution 26-03-08** City of Pewaukee Authorization to Enter Into An Agreement With Waukesha County Public Works Department.

2. Approve the Two-Party Agreement Between Waukesha County and City of Pewaukee for Rectangular Rapid Flashing Beacons, Advanced Warning Pedestrian Crossing Signs, and Crosswalk Pavement Marking.

6. Public Comment - Please limit your comments to two minutes. If further time for discussion is needed, please contact your District Alderperson prior to the meeting.

7. Closed Session – You are hereby notified that the Common Council and staff of the City of Pewaukee will convene into closed session after all regular scheduled business has been concluded and upon motion duly made and seconded and acted upon by roll-call vote as required under 19.85(1)(a), Stats. The purpose of the closed session is for the following:

- §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 Meadowbrook Trail Property Acquisition.

You are further notified that at the conclusion of the Closed Session, the Common Council may convene into open session pursuant to 19.85(2), Stats., for possible additional discussion and action concerning any matters discussed in closed session and for adjournment.

8. Adjournment

Kelly Tarczewski
Clerk/Treasurer
March 12, 2026

NOTICE

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

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

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
03/05/2026	400	145411	AIR ONE EQUIPMENT	FIRE PROTECTIVE SERVICES - EQUIP REPAIR	52430	52230	67.00
03/05/2026	400	145412	AIRGAS USA	FIRE PROTECTIVE SERVICES - EMS	53450	52230	428.47
03/05/2026	400	145413	AMERICAN TIRE DISTRUTORS	HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	362.44
03/05/2026	400	145414	AMY WHITE	RECREATION PROGRAM - MILEAGE	53300	55300	23.20
03/05/2026	400	145415*#	ARC DOCUMENT SOLUTIONS LLC	ENGINEERING - OPERATING SUPPLIES	53400	53110	23.15
03/05/2026	400	145416	ARO LOCK & DOOR	CITY HALL - BUILDING REPAIRS & MAINT	52410	51600	15.00
03/05/2026	400	145418	BIEBEL'S TRUE VALUE AND JUST ASK	HIGHWAY - OPERATING SUPPLIES	53400	53100	27.00
03/05/2026	400	145420	BOUNDTREE MEDICAL	FIRE PROTECTIVE SERVICES - EMS	53450	52230	221.98
03/05/2026	400	145421	BREDAN MECHANICAL SYSTEMS INC	CITY HALL - BUILDING REPAIRS & MAINT	52410	51600	1,295.00
				CITY HALL - BUILDING REPAIRS & MAINT	52410	51600	2,869.80
				CHECK 400 145421 TOTAL FOR FUND 100:			<u>4,164.80</u>
03/05/2026	400	145423	BUMPER TO BUMPER	HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	46.29
				HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	134.09
				HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	46.59
				HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	50.09
				HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	37.96
				CHECK 400 145423 TOTAL FOR FUND 100:			<u>315.02</u>
03/05/2026	400	145424*#	BURKE TRUCK & EQUIPMENT	HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	626.03
03/05/2026	400	145425	CHERRIE LARSON	RECREATION PROGRAM - CONTRACTED	52190	55300	360.00
03/05/2026	400	145426*#	CINTAS	HIGHWAY - OPERATING SUPPLIES	53400	53100	103.64
03/05/2026	400	145427*#	CINTAS CORP	EMPLOYEE SERVICES - SAFETY PERSONAL	53480	51430	68.98
03/05/2026	400	145428	CITY OF WAUKESHA TREASURER	WAUKESHA URBAN RESCUE -DNU	52130	52210	5,577.00

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
				WAUKESHA URBAN RESCUE -DNU	52130	52210	3,294.00
				CHECK 400 145428 TOTAL FOR FUND 100:			<u>8,871.00</u>
03/05/2026	400	145429	CUMMINS SALES & SERVICE	CITY HALL - BUILDING REPAIRS & MAINT	52410	51600	1,215.78
				CITY HALL - BUILDING REPAIRS & MAINT	52410	51600	551.40
				CITY HALL - BUILDING REPAIRS & MAINT	52410	51600	1,477.91
				CHECK 400 145429 TOTAL FOR FUND 100:			<u>3,245.09</u>
03/05/2026	400	145430*#	CUTNGO	FORESTRY - TREE REMOVAL	53410	56110	72,127.35
03/05/2026	400	145432*#	ELLIOTTS ACE HARDWARE	HIGHWAY - OPERATING SUPPLIES	53400	53100	14.99
03/05/2026	400	145433	FIRE SERVICE INC	FIRE PROTECTIVE SERVICES - EQUIP REPAIR	52430	52230	2,210.50
				FIRE PROTECTIVE SERVICES - VEHICLE	52440	52230	1,039.51
				FIRE PROTECTIVE SERVICES - VEHICLE	52440	52230	570.43
				FIRE PROTECTIVE SERVICES - VEHICLE	52440	52230	2,155.25
				FIRE PROTECTIVE SERVICES - VEHICLE	52440	52230	2,833.53
				FIRE PROTECTIVE SERVICES - VEHICLE	52440	52230	635.65
				FIRE PROTECTIVE SERVICES - VEHICLE	52440	52230	605.87
				CHECK 400 145433 TOTAL FOR FUND 100:			<u>10,050.74</u>
03/05/2026	400	145434*#	FORWARD TS	CLERK/TREASURER - EQUIP REPAIR & MAINT	52430	51420	123.49
				FIRE ADMINISTRATION - OPERATING	53400	52210	15.40
				ENGINEERING - OPERATING SUPPLIES	53400	53110	105.82
				CHECK 400 145434 TOTAL FOR FUND 100:			<u>244.71</u>
03/05/2026	400	145437	HEARTLAND BUSINESS SYSTEMS	IT - OTHER PROFESSIONAL SERVICES	52190	51450	146.25
03/05/2026	400	145438	HINKLEY SPRINGS	FIRE ADMINISTRATION - OPERATING	53400	52210	248.23
03/05/2026	400	145439	JERRY'S AUTOMOTIVE SERIVCE LLC	HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	119.60
03/05/2026	400	145440	JOHNS DISPOSAL SERVICE	RECYCLE - GARBAGE COLLECTION	52800	53620	76,603.80
03/05/2026	400	145441	JX ENTERPRISES, INC.	HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	578.68

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
				HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	(227.94)
				HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	(88.76)
				CHECK 400 145441 TOTAL FOR FUND 100:			<u>261.98</u>
03/05/2026	400	145442	KAESTNER AUTO ELECTRIC CO.	HIGHWAY - OPERATING SUPPLIES	53400	53100	129.98
03/05/2026	400	145443	KMB ELECTRIC	CITY HALL - BUILDING REPAIRS & MAINT	52410	51600	1,924.67
03/05/2026	400	145444	LAUTERBACH & AMEN, LLP	CLERK/TREASURER - OTHER ACCOUNTING	52130	51420	17,850.00
03/05/2026	400	145445	LIFE-ASSIST INC	FIRE PROTECTIVE SERVICES - EMS	53450	52230	606.49
03/05/2026	400	145446	MACQUEEN EQUIPMENT	FIRE ADMINISTRATION - NEW EQUIPMENT	53950	52210	338.88
03/05/2026	400	145447*#	MENARDS	CITY HALL - BUILDING REPAIRS & MAINT	52410	51600	1,344.12
				FIRE ADMINISTRATION - OPERATING	53400	52210	19.98
				FIRE ADMINISTRATION - OPERATING	53400	52210	18.99
				HIGHWAY - BLDG REPAIRS & MAINT	52410	53100	63.49
				CHECK 400 145447 TOTAL FOR FUND 100:			<u>1,446.58</u>
03/05/2026	400	145449*#	MSA PROFESSIONAL SERVICES INC	ENGINEERING - OUTSIDE ENGINEERING	52190	53110	92.00
03/05/2026	400	145451	PROHEALTH PHARMACY WAUKESHA	FIRE PROTECTIVE SERVICES - EMS	53450	52230	727.65
				FIRE PROTECTIVE SERVICES - EMS	53450	52230	896.19
				CHECK 400 145451 TOTAL FOR FUND 100:			<u>1,623.84</u>
03/05/2026	400	145453*#	RUEKERT & MIELKE, INC.	ENGINEERING - OUTSIDE ENGINEERING	52190	53110	876.65
03/05/2026	400	145454	STACI JOERS	RECREATION PROGRAM - CONTRACTED	52190	55300	640.00
03/05/2026	400	145455	STATE OF WI COURT FINES & ASSMTS	COURT PENALTIES	45110	00000	3,390.08
03/05/2026	400	145457	TDS	FIRE ADMINISTRATION - PHONE & CELL	52260	52210	159.53
				FIRE ADMINISTRATION - PHONE & CELL	52260	52210	292.30
				CHECK 400 145457 TOTAL FOR FUND 100:			<u>451.83</u>

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 100 GENERAL FUND							
03/05/2026	400	145458	VILLAGE OF PEWAUKEE	SHARED PARK & RECREATION PROGRAMS	47370	00000	16,243.01
				SHARED PARK & RECREATION PROGRAMS	47370	00000	140,140.18
				CHECK 400 145458 TOTAL FOR FUND 100:			<u>156,383.19</u>
03/05/2026	400	145460	WAUKESHA CO TREASURER	COURT PENALTIES	45110	00000	1,013.13
03/05/2026	400	145464	WOLF PAVING	HIGHWAY - ROAD REPAIRS	53730	53100	184.50
				Total for fund 100 GENERAL FUND			365,692.27

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 230 STORM WATER MANAGEMENT							
03/05/2026	400	145415*#	ARC DOCUMENT SOLUTIONS LLC	OPERATING SUPPLIES	53400	53650	23.15
03/05/2026	400	145424*#	BURKE TRUCK & EQUIPMENT	STORM WATER - CAPITAL	58100	53650	75,320.00
03/05/2026	400	145426*#	CINTAS	OPERATING SUPPLIES	53400	53650	51.82
03/05/2026	400	145431	ELIZABETH BROWN	MEETINGS & CONVENTIONS	53210	53650	154.39
				MILEAGE	53300	53650	123.25
				CHECK 400 145431 TOTAL FOR FUND 230:			<u>277.64</u>
03/05/2026	400	145434*#	FORWARD TS	OPERATING SUPPLIES	53400	53650	105.82
03/05/2026	400	145449*#	MSA PROFESSIONAL SERVICES INC	COMPUTER/PROGRAM MAINTENANCE	52480	53650	92.00
03/05/2026	400	145453*#	RUEKERT & MIELKE, INC.	OUTSIDE ENGINEERING	52190	53650	201.25
				OUTSIDE ENGINEERING	52190	53650	201.25
				OUTSIDE ENGINEERING	52190	53650	720.50
				OUTSIDE ENGINEERING	52190	53650	637.90
				OUTSIDE ENGINEERING	52190	53650	172.50
				CHECK 400 145453 TOTAL FOR FUND 230:			<u>1,933.40</u>
03/05/2026	400	145462	WESTERN CULVERT & SUPPLY	DITCH & CULVERT MAINT - CULVERT	53510	53652	3,158.40
				Total for fund 230 STORM WATER MANAGEMENT			80,962.23

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 420 CAPTIAL ROAD PROJECTS							
03/05/2026	400	145452	ROBERT E LEE & ASSOCIATES, INC	GREENHILL/YENCH	58210	57563	6,606.00
03/05/2026	400	145453*#	RUEKERT & MIELKE, INC.	JOSEPH ROAD NEW CONTRACT	58210	57566	1,097.50
				SHADY LANE NEW CONTRACT	58210	57567	348.25
				LEXINGTON/TAKOMA PH 2	58210	57568	521.75
				WETHERSFIELD PH. 1	58210	57569	14,272.75
				SPRIGDALE ESTATES - GLENWOOD	58210	57570	8,974.75
				CHECK 400 145453 TOTAL FOR FUND 420:			<u>25,215.00</u>
03/05/2026	400	145456*#	STRAND ASSOCIATES, INC	WATERTOWN	58210	57558	13,099.04
				SHERWOOD FOREST/BUSSE	58210	57560	133.96
				HICKORY GROVE ESTATES	58210	57564	1,682.31
				CHECK 400 145456 TOTAL FOR FUND 420:			<u>14,915.31</u>
				Total for fund 420 CAPTIAL ROAD PROJECTS			46,736.31

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User: FIORENTINO
DB: City Of Pewaukee

CHECK DISBURSEMENT REPORT FOR PEWAUKEE
CHECK DATE FROM 02/27/2026 - 03/11/2026

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 440 BIKE & PEDESTRIAN							
03/05/2026	400	145456*#	STRAND ASSOCIATES, INC	FIELDHACK PATH	58220	53550	8,169.83
Total for fund 440 BIKE & PEDESTRIAN							8,169.83

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User: FIORENTINO
DB: City Of Pewaukee

CHECK DISBURSEMENT REPORT FOR PEWAUKEE
CHECK DATE FROM 02/27/2026 - 03/11/2026

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 450 CITY HALL REMODEL							
03/05/2026	400	145417	BEAR CONSTRUCTION COMPANY	CITY HALL REMODEL	58100	57700	37,761.00
				CITY HALL REMODEL	58100	57700	18,012.82
				CHECK 400 145417 TOTAL FOR FUND 450:			<u>55,773.82</u>
				Total for fund 450 CITY HALL REMODEL			55,773.82

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User: FIORENTINO
DB: City Of Pewaukee

CHECK DISBURSEMENT REPORT FOR PEWAUKEE
CHECK DATE FROM 02/27/2026 - 03/11/2026

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 490 CAPTIAL EQUIPMENT							
03/05/2026	400	145419	BLUE SKY SOLAR	SOLAR PANELS - DPW	58100	57700	100,972.00
03/05/2026	400	145424*#	BURKE TRUCK & EQUIPMENT	HIGHWAY - CAPITAL EQUIPMENT	58100	57331	72,262.50
Total for fund 490 CAPTIAL EQUIPMENT							173,234.50

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 600 WATER UTILITY							
03/05/2026	400	145427*#	CINTAS CORP	ADMIN & GEN EXPS OPS-OFFICE SUPPLIES	53100	10921	34.49
03/05/2026	400	145430*#	CUTNGO	SOURCE MAINT-BUILDINGS AND GROUNDS	52310	10611	2,650.00
03/05/2026	400	145432*#	ELLIOTTS ACE HARDWARE	TRANS & DIST MAINT-MISC PLANT REPAIRS	52400	10678	29.48
03/05/2026	400	145436	HAWKINS, INC.	TREATMENT OPS-CHEMICALS	53410	10641	4,341.56
03/05/2026	400	145447*#	MENARDS	PUMP MAINT-BUILD & GROUNDS	52310	10631	66.44
				PUMP MAINT-BUILD & GROUNDS	52310	10631	22.77
				PUMP MAINT-BUILD & GROUNDS	52310	10631	29.37
				PUMP MAINT-BUILD & GROUNDS	52310	10631	87.22
				PUMP MAINT-BUILD & GROUNDS	52310	10631	13.98
				CHECK 400 145447 TOTAL FOR FUND 600:			<u>219.78</u>
03/05/2026	400	145448#	MIDWEST METER INC.	METERS	18566	00346	35,000.00
				METERS	18566	00346	3,801.00
				TRANS & DIST MAINT-MAINT OF METERS	52400	10676	104.00
				CHECK 400 145448 TOTAL FOR FUND 600:			<u>38,905.00</u>
03/05/2026	400	145449*#	MSA PROFESSIONAL SERVICES INC	ADMIN & GEN OPS-GIS & ASSET MANAGE MAIN	52120	10933	92.00
03/05/2026	400	145450	NORTHERN LAKE SERVICE, INC	TREATMENT OPS-WATER TESTING & LAB EXPS	52310	10642	93.00
				TREATMENT OPS-WATER TESTING & LAB EXPS	52310	10642	1,333.98
				CHECK 400 145450 TOTAL FOR FUND 600:			<u>1,426.98</u>
03/05/2026	400	145453*#	RUEKERT & MIELKE, INC.	BLUEMOUND RD. FOSTER CT TO BUSSE RD	18150	00107	497.50
				BLUEMOUND RD. FOSTER CT TO BUSSE RD	18150	00107	4,356.73
				CHECK 400 145453 TOTAL FOR FUND 600:			<u>4,854.23</u>
03/05/2026	400	145456*#	STRAND ASSOCIATES, INC	PFAS TREATMET	12818	00107	17,791.76
				ADMIN & GEN OPS-OUTSIDE ENGINEERING	52170	10923	1,437.31

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 600 WATER UTILITY							
				ADMIN & GEN OPS-OUTSIDE ENGINEERING	52170	10923	18,024.61
				CHECK 400 145456 TOTAL FOR FUND 600:			<u>37,253.68</u>
03/05/2026	400	145459	WATER REMEDIATION TECHNOLOGY	TREATMENT MAINT-WRT RADIUM TREATMENT	52900	10652	4,453.00
03/05/2026	400	145463*	WISCONSIN RURAL WATER ASSOC.	ADMIN & GEN OPS-UTILITY MEMB & CONT	53200	10930	410.00
				Total for fund 600 WATER UTILITY			94,670.20

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 650 SEWER UTILITY							
03/05/2026	400	145422	BROOKFIELD, TOWN OF	SEWER SERVICE CHARGE SANITARY DISTRICT	52343	01827	3,842.49
03/05/2026	400	145427*#	CINTAS CORP	ADMIN & GEN OPS-OFFICE SUPPLIES	53100	10921	34.49
03/05/2026	400	145432*#	ELLIOTTS ACE HARDWARE	MAINTENANCE OF GENERAL PLANT STRUCTURE	52400	01834	29.49
03/05/2026	400	145435	GRAINGER	MAINTENANCE OF GENERAL PLANT STRUCTURE	52400	01834	114.23
03/05/2026	400	145447*#	MENARDS	MAINTENANCE OF GENERAL PLANT STRUCTURE	52400	01834	22.77
				MAINTENANCE OF GENERAL PLANT STRUCTURE	52400	01834	87.23
				CHECK 400 145447 TOTAL FOR FUND 650:			<u>110.00</u>
03/05/2026	400	145449*#	MSA PROFESSIONAL SERVICES INC	ADMIN & GEN OPS-GIS & ASSET MANAG MAINT	52120	10933	92.00
03/05/2026	400	145453*#	RUEKERT & MIELKE, INC.	SCADA/TELEMETRY MAINT	52100	01831	113.00
				SCADA/TELEMETRY MAINT	52100	01831	1,411.55
				CHECK 400 145453 TOTAL FOR FUND 650:			<u>1,524.55</u>
03/05/2026	400	145456*#	STRAND ASSOCIATES, INC	KOPMEIER SEWER PIPE REPAIR	12837	00107	7,316.55
03/05/2026	400	145461	WAUKESHA WATER UTILITY	SEWER SERVICE CHARGE - WCC	52344	01827	32,437.11
03/05/2026	400	145463*	WISCONSIN RURAL WATER ASSOC.	ADMIN & GEN OPS- MEMBERSHIP & CONT EDU	53200	10930	410.00
				Total for fund 650 SEWER UTILITY			45,910.91
			TOTAL - ALL FUNDS				<u>871,150.07</u>

'*'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND
 '#'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT

City of Pewaukee - New Agenda Item

Agenda Language:

Discussion and possible action regarding modification to park rule to allow dogs at City Parks.

Sub Item Agenda Language:

Background Provided By:

Nick Phalin

Background:

The Joint Parks and Recreation Board approved the proposed draft on Wednesday, March 11. The attached draft was created by City Attorney Riffle with staff feedback. Discussion was had that we will not intend to provide dog waste bags at parks as it is expected that owners bring their own, department does not want to take on the cost, or create precedence that there will always be bags available in the case they would run out.

Note – the draft does include areas that are not permitted for use, while also giving staff the flexibility to add prohibited areas should issues arise. It also gives flexibility that should Boards and staff create opportunities for dog park(s) or dog exercise areas, this ordinance could carry forward.

Fiscal Impact:

Recommended Motion:

To approve as presented.

ORDINANCE NO. _____

**An Ordinance to Create Section 260-3 D
of the Municipal Code of the City of Pewaukee**

WHEREAS, it is in the best interest of the City to regulate the presence of dogs in all City parks;

NOW, THEREFORE it is ordained by the Common Council of the City of Pewaukee that Section 260-3 D. of the City Municipal Code is created as follows:

SECTION I. No dogs are permitted in any City owned park, unless the dog is on a leash no longer than six (6) feet. A leashed dog must be under the control of a person not less than 10 years of age who has sufficient strength and competency to control the animal. No dogs are permitted in the following areas of the Lakefront Park and beach, upon any playground area, ball diamond, soccer field, or within any park buildings or restrooms, or other areas determined by the Parks and Recreation Department. All dog feces shall be immediately removed and disposed of in a sanitary manner.

Section II. Pewaukee Parks and Recreation may designate additional spaces available to dogs for programs or events, and potential future dog parks that may contain identified off leash areas.

SECTION III. Severability

The several sections of this Ordinance are declared to be severable. If any section or portion thereof shall be declared by 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 shall not affect the validity of any other provisions, sections or portions thereof of the Ordinance. The remainder of the Ordinance shall remain in full force and effect. Any other ordinances whose terms conflict with the provisions of this Ordinance are hereby repealed as to those terms that conflict.

SECTION IV. Effective Date

This ordinance shall become effective upon its passage and publication/posting.

Dated this ____ day of _____, 2026

CITY OF PEWAUKEE

Steve Bierce, Mayor

Attest:

Kelly Tarczewski,
City Clerk/Treasurer

Published and/or posted this ____ day of _____, 2026.

DRAFT



Baker Tilly US, LLP
790 N Water St, Ste 2000
Milwaukee, WI 53202
United States of America

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F: +1 (414) 777 5555

bakertilly.com

March 2, 2026

Mr. Steve Bierce
Mayor
City of Pewaukee
W240 N3065 Pewaukee Road
Pewaukee, WI 53072

Dear Mr. Bierce:

Thank you for using Baker Tilly US, LLP (Baker Tilly, we, our) as your auditors.

The purpose of this letter (the Engagement Letter) is to confirm our understanding of the terms and objectives of our engagement and the nature of the services we will provide as independent accountants of the City of Pewaukee (Client, you, your).

Service and Related Report

We will audit the basic financial statements of the City of Pewaukee as of and for the year ended December 31, 2025 through 2029, and the related notes to the financial statements. Upon completion of our audit, we will provide the City of Pewaukee with our audit report on the financial statements and supplemental information referred to below. If, for any reasons caused by or relating to the affairs or management of the City of Pewaukee, we are unable to complete the audit or are unable to or have not formed an opinion, or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to issue a report as a result of this engagement.

The following supplementary information will also be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and our auditor's report will provide an opinion on it in relation to the financial statements as a whole.

- > Combining and Individual Fund Financial Statements and Schedules

Baker Tilly Advisory Group, LP and Baker Tilly US, LLP, trading as Baker Tilly, operate under an alternative practice structure and are members of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. Baker Tilly US, LLP is a licensed CPA firm that provides assurance services to its clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and consulting services to their clients and are not licensed CPA firms. © 2024 Baker Tilly Advisory Group, LP

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Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis, to supplement the City of Pewaukee's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. As part of our engagement, we will apply certain limited procedures to the City of Pewaukee's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's response to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- > Budget Comparison Schedules
- > Pension - related schedules

Our report does not include reporting on key audit matters.

Our Responsibilities and Limitations

The objective of a financial statement audit is the expression of an opinion on the financial statements. We will be responsible for performing that audit in accordance with auditing standards generally accepted in the United States of America (GAAS). These standards require that we plan and perform our audit to obtain reasonable, rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. A misstatement is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user based on the financial statements. The audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit does not relieve management and those charged with governance of their responsibilities. Our audit is limited to the period covered by our audit and does not extend to any later periods during which we are not engaged as auditor.

The audit will include obtaining an understanding of the City of Pewaukee and its environment, including internal controls, sufficient to assess the risks of material misstatement of the financial statements and to determine the nature, timing and extent of further audit procedures. An audit is not designed to provide assurance on internal controls or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control matters that are required to be communicated under professional standards.

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We are also responsible for determining that those charged with governance are informed about certain other matters related to the conduct of the audit, including (i) our responsibility under GAAS, (ii) an overview of the planned scope and timing of the audit, and (iii) significant findings from the audit, which include (a) our views about the qualitative aspects of your significant accounting practices, accounting estimates, and financial statement disclosures; (b) difficulties encountered in performing the audit; (c) uncorrected misstatements and material corrected misstatements that were brought to the attention of management as a result of auditing procedures; and (d) other significant and relevant findings or issues (e.g., any disagreements with management about matters that could be significant to your financial statements or our report thereon, consultations with other independent accountants, issues discussed prior to our retention as independent auditors, fraud and illegal acts, and all significant deficiencies and material weaknesses identified during the audit). Lastly, we are responsible for ensuring that those charged with governance receive copies of certain written communications between us and management including written communications on accounting, auditing, internal controls or operational matters and representations that we are requesting from management.

The audit will not be planned or conducted in contemplation of reliance of any specific third party or with respect to any specific transaction. Therefore, items of possible interest to a third party will not be specifically addressed and matters may exist that would be addressed differently by a third party, possibly in connection with a specific transaction.

Management's Responsibilities

Our audit will be conducted on the basis that the City of Pewaukee's management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

- > For the preparation and fair presentation of the financial statements and supplementary information in accordance with accounting principles generally accepted in the United States of America;
- > For the design, implementation, establishment, and maintenance of internal control relevant to the preparation and fair presentation of financial statements and supplementary information that are free from material misstatement, whether due to fraud or error; and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met and;
- > To provide us with:
 - Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements and supplementary information such as records, documentation, and other matters;
 - Additional information that we may request from management for the purpose of the audit; and
 - Unrestricted access to persons within the City of Pewaukee from whom we determine it necessary to obtain audit evidence

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Management is responsible for (i) adjusting the basic financial statements to correct material misstatements and for affirming to us in a management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period under audit are immaterial, both individually and in the aggregate, to the basic financial statements taken as a whole, and (ii) notifying us of all material weaknesses, including other significant deficiencies, in the design or operation of your internal control over financial reporting that are reasonably likely to adversely affect your ability to record, process, summarize and report external financial data reliably in accordance with GAAP. Management is also responsible for identifying and ensuring that the City of Pewaukee complies with the laws and regulations applicable to its activities.

As part of our audit process, we will request from management and, when appropriate, those charged with governance written confirmation concerning representations made to us in connection with the audit.

Management is responsible for informing us on a timely basis of the name of any single investor in you that owns 20% or more of your equity at any point in time. Management is also responsible for informing us on a timely basis of any investments held by you which constitutes 20% or more of the equity/capital of the investee entity at any point in time.

Baker Tilly is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 15B of the Securities Exchange Act of 1934 (the Act). Baker Tilly is not recommending an action to the City of Pewaukee; is not acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Act to you with respect to the information and material contained in the deliverables issued under this engagement. Any municipal advisory services would only be performed by Baker Tilly Municipal Advisors LLC (BTMA) pursuant to a separate engagement letter between you and BTMA. You should discuss any information and material contained in the deliverables with any and all internal and external advisors and experts that you deem appropriate before acting on this information or material.

Nonattest Services

Prior to or as part of our audit engagement, it may be necessary for either Baker Tilly US, LLP or Baker Tilly Advisory Group, LP to perform certain nonattest services.

Nonattest services that we or Baker Tilly Advisory Group, LP will be providing are as follows:

- > Financial statement preparation
- > Adjusting journal entries

None of these nonattest services constitute an audit under generally accepted auditing standards.

Baker Tilly US, LLP and Baker Tilly Advisory Group, LP will not perform any management functions or make management decisions on your behalf with respect to any nonattest services provided.

In connection with our performance of any nonattest services, Baker Tilly US, LLP or Baker Tilly Advisory Group, LP agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services performed.

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- > Evaluate the adequacy and results of the nonattest services performed.
- > Accept responsibility for the results of the nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

On a periodic basis, as needed, we will meet with you to discuss your accounting records and the management implications of your financial statements. We will notify you, in writing, of any matters that we believe you should be aware of and will meet with you upon request.

Other Documents

If you intend to reproduce or publish the financial statements in an annual report or other information (excluding official statements), and make reference to our firm name in connection therewith, you agree to publish the financial statements in their entirety. In addition, you agree to provide us, for our approval and consent, proofs before printing and final materials before distribution.

If you intend to reproduce or publish the financial statements in an official statement, unless we establish a separate agreement to be involved in the issuance, any official statements issued by the City of Pewaukee must contain a statement that Baker Tilly is not associated with the official statement, which shall read "Baker Tilly US, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Baker Tilly US, LLP, has also not performed any procedures relating to this official statement."

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

The documentation for this engagement, including the workpapers, is the property of Baker Tilly and constitutes Confidential Information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. Baker Tilly does not retain any original client records and we will return such records to you at the completion of the services rendered under this engagement. When such records are returned to you, it is the City of Pewaukee's responsibility to retain and protect its accounting and other business records for future use, including potential review by any government or other regulatory agencies. By your signature below, you acknowledge and agree that, upon the expiration of the documentation retention period, Baker Tilly shall be free to destroy our workpapers related to this engagement. If we are required by law, regulation or professional standards to make certain documentation available to regulators, the City of Pewaukee hereby authorizes us to do so.

Timing and Fees

Our estimated professional fees for these services will be as follows:

Year	City	Water	Sewer	Totals
2025	\$ 47,000	\$ 17,500	\$ 17,500	\$ 82,000
2026	49,500	18,250	18,250	86,000
2027	51,000	19,000	19,000	89,000
2028	53,500	19,750	19,750	93,000
2029	56,000	20,500	20,500	97,000

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In addition to professional fees, our invoices will include our standard technology charge, plus travel and subsistence and other out-of-pocket expenses related to the engagement.

Invoices for these fees will be rendered each month as work progresses and are payable on presentation. Fees are payable upon presentation. A charge of 1.5 percent per month shall be imposed on accounts not paid within thirty (30) days of receipt of our statement for services provided. In accordance with our firm policies, work may be suspended if your account becomes thirty (30) days or more overdue and will not be resumed until the account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notice of termination, even if we have not completed our report, the City of Pewaukee will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. In the event that collection procedures are required, the City of Pewaukee agrees to be responsible for all expenses of collection including related attorneys' fees.

Our fee estimate is based on certain assumptions. Certain circumstances may arise during the course of our audit that could significantly affect the targeted completion date or our fee estimate, and additional fees may be necessary as a result. Such circumstances include but are not limited to the following:

- Changes to the timing of the engagement initiated by the City of Pewaukee, which may require the reassignment of our personnel.
- The City of Pewaukee's failure to provide all information requested by us (i) on the date requested, (ii) in the form acceptable to us, (iii) with no mathematical errors, and (iv) in agreement with the appropriate the City of Pewaukee records.
- Significant delays in responding to inquiries made of the City of Pewaukee personnel, or significant changes in the City of Pewaukee accounting policies or practices, or in the City of Pewaukee's accounting personnel, their responsibilities, or their availability.
- Significant delays or errors in the draft financial statements and necessary schedules prepared by the City of Pewaukee's personnel.
- Implementation of new general ledger software or a new chart of accounts by the City of Pewaukee.
- Significant changes in the City of Pewaukee's business operations, including business combinations, the creation of new entities, divisions, or subsidiaries within the City of Pewaukee, significant new employment or equity agreements, or significant subsequent events. Certain business transactions or changes in business operations or conditions, financial reporting, and/or auditing standards may require us to utilize the services of internal or external valuation or tax specialists.
- New financing arrangements or modifications to existing financing arrangements, or significant new federal or state funding.
- Significant deficiencies or material weaknesses in the design or operating effectiveness of the City of Pewaukee's internal control over financial reporting identified during the audit.
- A significant level of proposed audit adjustments.
- Issuance of additional accounting or auditing standards subsequent to or effective for the periods covered by this Engagement Letter.

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- Circumstances beyond our control.

For new business transactions or changes in business operations or conditions, financial reporting and/or auditing standards may require us to utilize the services of internal or external valuation or tax specialists. This includes matters such as business combinations, impairment evaluations, and going concern evaluation, among other potential needs for specialists. The time and cost of such services are not included in the fee estimate provided.

Revisions to the scope of our work will be communicated to you and may be set forth in the form of an "Amendment to Existing Engagement Letter." In addition, if we discover compliance issues that require us to perform additional procedures and/or provide assistance with these matters, fees at our standard hourly rates apply.

To the extent applicable, Baker Tilly's fees are exclusive of any federal, national, regional, state, provincial or local taxes, including any VAT or other withholdings, imposed on this transaction, the fees, or on Client's use of the Services or possession of the Deliverable (individually or collectively, the Taxes). All applicable Taxes shall be paid by Client without deduction from any fees owed by Client to Baker Tilly. In the event Client fails to pay any Taxes when due, Client shall defend, indemnify, and hold harmless Baker Tilly, its officers, agents, employees and consultants from and against any and all fines, penalties, damages, costs (including, but not limited to, claims, liabilities or losses arising from or related to such failure by Client) and will pay any and all damages, as well as all costs, including, but not limited to, mediation and arbitration fees and expenses as well as attorneys' fees, associated with Client's breach of this section.

We may use temporary contract staff to perform certain tasks on your engagement and will bill for that time at the rate that corresponds to Baker Tilly staff providing a similar level of service. Upon request, we will be happy to provide details on training, supervision and billing arrangements we use in connection with these professionals. Additionally, we may from time to time, and depending on the circumstances, use service providers (e.g., to act as a specialist or audit an element of the financial statements) in serving your account. We may share Confidential Information about you with these contract staff and service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all contract staff and service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your Confidential Information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your Confidential Information with the contract staff or third-party service provider. Furthermore, the firm will remain responsible for the work provided by any such contract staff or third-party service providers.

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To the extent the Services require Baker Tilly to receive personal data or personal information from Client, Baker Tilly may process, and engage subcontractors to assist with processing, any personal data or personal information, as those terms are defined in applicable privacy laws. Baker Tilly's processing shall be in accordance with the requirements of the applicable privacy laws relevant to the processing in providing Services hereunder, including Services performed to meet the business purposes of the Client, such as Baker Tilly's tax, advisory, and other consulting services. Applicable privacy laws may include any local, state, federal or international laws, standards, guidelines, policies or regulations governing the collection, use, disclosure, sharing or other processing of personal data or personal information with which Baker Tilly or its Clients must comply. Such privacy laws may include (i) the EU General Data Protection Regulation 2016/679 (GDPR); (ii) the California Consumer Privacy Act of 2018 (CCPA); and/or (iii) other laws regulating marketing communications, requiring security breach notification, imposing minimum security requirements, requiring the secure disposal of records, and other similar requirements applicable to the processing of personal data or personal information. Baker Tilly is acting as a Service Provider/Data Processor, as those terms are defined respectively under the CCPA/GDPR, in relation to Client personal data and personal information. As a Service Provider/Data Processor processing personal data or personal information on behalf of Client, Baker Tilly shall, unless otherwise permitted by applicable privacy law, (a) follow Client instructions; (b) not sell personal data or personal information collected from the Client or share the personal data or personal information for purposes of targeted advertising; (c) process personal data or personal information solely for purposes related to the Client's engagement and not for Baker Tilly's own commercial purposes; and (d) cooperate with and provide reasonable assistance to Client to ensure compliance with applicable privacy laws. Client is responsible for notifying Baker Tilly of any applicable privacy laws the personal data or personal information provided to Baker Tilly is subject to, and Client represents and warrants it has all necessary authority (including any legally required consent from individuals) to transfer such information and authorize Baker Tilly to process such information in connection with the Services described herein. Client further understands Baker Tilly US, LLP and Baker Tilly Advisory Group, LP will co-process Client data as necessary to perform the Services, pursuant to the alternative practice structure in place between the two entities. Baker Tilly Advisory Group, LP maintains custody of client files for both entities. By executing this Engagement Letter, you hereby consent to the transfer to Baker Tilly Advisory Group, LP of all your Client files, workpapers and work product. Baker Tilly Advisory Group, LP is bound by the same confidentiality obligations as Baker Tilly US, LLP. Baker Tilly is responsible for notifying Client if Baker Tilly becomes aware that it can no longer comply with any applicable privacy law and, upon such notice, shall permit Client to take reasonable and appropriate steps to remediate personal data or personal information processing. Client agrees that Baker Tilly has the right to utilize Client data to improve internal processes and procedures and to generate aggregated/de-identified data from the data provided by Client to be used for Baker Tilly business purposes and with the outputs owned by Baker Tilly. For clarity, Baker Tilly will only disclose aggregated/de-identified data in a form that does not identify Client, Client employees, or any other individual or business entity and that is stripped of all persistent identifiers. Client is not responsible for Baker Tilly's use of aggregated/de-identified data.

Baker Tilly has established information security related operational requirements that support the achievement of our information security commitments, relevant information security related laws and regulations, and other information security related system requirements. Such requirements are communicated in Baker Tilly's policies and procedures, system design documentation and contracts with customers. Information security policies have been implemented that define our approach to how systems and data are protected. Client is responsible for providing timely written notification to Baker Tilly of any additions, changes or removals of access for Client personnel to Baker Tilly provided systems or applications. If Client becomes aware of any known or suspected information security or privacy related incidents or breaches related to this agreement, Client should timely notify Baker Tilly via email at dataprotectionofficer@bakertilly.com.

Any additional services that may be requested, and we agree to provide, may be the subject of a separate engagement letter.

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With respect to this Engagement Letter and any information supplied in connection with this Engagement Letter and designated by the disclosing party (the "Disclosing Party") as "Confidential Information" either by marking it as "confidential" prior to disclosure to the receiving party (the "Recipient") or, if such information is disclosed orally or by inspection, then by indicating to the Recipient that the information is confidential at the time of disclosure and confirming in writing to the Recipient, the confidential nature of the information within ten (10) business days of such disclosure, or is information which a reasonable person would deem to be confidential based on the nature of the information and the circumstances surrounding its disclosure, the Recipient agrees to: (i) protect the Confidential Information in the same manner in which it protects its Confidential Information of like importance, but in no case using less than reasonable care; (ii) use the Confidential Information only to perform its obligations under this Engagement Letter; and (iii) reproduce Confidential Information only as required to perform its obligations under this Engagement Letter. This section shall not apply to information which is (a) publicly known, (b) already known to the Recipient, (c) disclosed to Recipient by a third party without restriction, (d) independently developed, or (e) disclosed pursuant to legal requirement or order, or as is required by regulations or professional standards governing the services performed. Subject to the foregoing, Baker Tilly may disclose Client's Confidential Information to its subcontractors and subsidiaries.

We may be required to disclose Confidential Information to federal, state and international regulatory bodies or a court in criminal or other civil litigation. In the event that we receive a request from a third party (including a subpoena, summons or discovery demand in litigation) calling for the production of information, we will promptly notify the City of Pewaukee, unless otherwise prohibited. In the event we are requested by the City of Pewaukee or required by government regulation, subpoena or other legal process to produce our engagement working papers or our personnel as witnesses with respect to services rendered to the City of Pewaukee, so long as we are not a party to the proceeding in which the information is sought, we may seek reimbursement for our professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

We may be required to disclose Confidential Information with respect to complying with certain professional obligations, such as peer review programs. All participants in such peer review programs are bound by the same confidentiality requirements as Baker Tilly and its employees. Baker Tilly will not be required to notify the City of Pewaukee if disclosure of Confidential Information is necessary for peer review purposes.

We would expect to continue to perform our services under the arrangements discussed above from year to year, unless for some reason you or we find that some change is necessary. We will, of course, be happy to provide the City of Pewaukee with any other services you may find necessary or desirable.

Resolution of Disagreements

In the unlikely event that differences concerning services, fees, this Engagement Letter or any services subsequently provided to Client by Baker Tilly should arise ("Dispute(s)") that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the Dispute by mediation administered by the American Arbitration Association (AAA) under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation.

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If mediation does not settle the Dispute, then the parties agree that the Dispute shall be settled by binding arbitration to be initiated by the party seeking damages or other permitted relief in any form (the "Claimant"). The arbitration proceeding shall take place in the city in which the Baker Tilly office providing the services in Dispute is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act (FAA) and will proceed in accordance with the Arbitration Rules for Professional Accounting and Related Disputes of the AAA (the "Rules") as amended and effective February 1, 2015, except that no prehearing discovery shall be permitted unless specifically authorized by the arbitrator. Any issue concerning the extent to which the Dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of these procedures, shall be governed by the FAA and resolved by the arbitrators. The arbitration will be conducted before a panel of three (3) arbitrators, with experience in accounting and auditing matters or resolving accounting and auditing matters. In the thirty (30) days after the arbitration is initiated, the parties shall attempt to mutually agree on the three (3) arbitrators, including one arbitrator who will serve as chair of the panel, and all of whom may be selected from AAA, JAMS, the Center for Public Resources, or any other internationally or nationally-recognized organization mutually agreed upon by the parties. If the parties cannot agree on a panel of three (3) arbitrators within the thirty (30) day period, the three (3) arbitrators shall be selected according to Rules A-16(a) and (b) of the Rules except that the AAA shall send an identical list of fifteen (15) names to the parties to the arbitration. The arbitrator shall have no authority to award nonmonetary or equitable relief and will not have the right to award punitive damages or statutory awards. Furthermore, in no event shall the arbitrator have power to make an award that would be inconsistent with the Engagement Letter or any amount that could not be made or imposed by a court deciding the matter in the same jurisdiction. The award of the arbitration shall be in writing and shall be accompanied by a well-reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Discovery shall be permitted in arbitration only to the extent, if any, expressly authorized by the arbitrators upon a showing of substantial need. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrators shall be equally divided by the parties. Both parties agree and acknowledge that they are each giving up the right to have any Dispute heard in a court of law before a judge and a jury, as well as any appeal. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. The arbitrators shall apply the limitations period that would be applied by a court deciding the matter in the same jurisdiction, including the contractual limitations set forth in this Engagement Letter, and shall have no power to decide the dispute in any manner not consistent with such limitations period. The arbitrators shall be empowered to interpret the applicable statutes of limitations subject to the choice of law provision set forth herein.

Our services shall be evaluated solely on our substantial conformance with the terms expressly set forth herein, including all applicable professional standards. Any claim of nonconformance must be clearly and convincingly shown.

Limitation on Damages and Indemnification

THE LIABILITY (INCLUDING ATTORNEY'S FEES AND ALL OTHER COSTS) OF BAKER TILLY AND ITS PRESENT OR FORMER PARTNERS, PRINCIPALS, AGENTS OR EMPLOYEES RELATED TO ANY CLAIM FOR DAMAGES RELATING TO THE SERVICES PERFORMED UNDER THIS ENGAGEMENT LETTER SHALL NOT EXCEED THE FEES PAID TO BAKER TILLY FOR THE PORTION OF THE WORK TO WHICH THE CLAIM RELATES, EXCEPT TO THE EXTENT FINALLY DETERMINED TO HAVE RESULTED FROM THE WILLFUL MISCONDUCT OR FRAUDULENT BEHAVIOR OF BAKER TILLY RELATING TO SUCH SERVICES. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY TO THE FULL EXTENT ALLOWED BY LAW, REGARDLESS OF THE GROUNDS OR NATURE OF ANY CLAIM ASSERTED, INCLUDING THE NEGLIGENCE OF EITHER PARTY. ADDITIONALLY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS, LOST BUSINESS OPPORTUNITY, LOST DATA, CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, DELAYS OR INTERRUPTIONS ARISING OUT OF OR RELATED TO THIS ENGAGEMENT LETTER EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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As Baker Tilly is performing the services solely for your benefit, you will indemnify Baker Tilly, its subsidiaries and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorney's fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the services, or this Engagement Letter.

Because of the importance of the information that you provide to Baker Tilly with respect to Baker Tilly's ability to perform the services, you hereby release Baker Tilly and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the services, that arise from or relate to any information, including representations by management, provided by you, its personnel or agents, that is not complete, accurate or current, whether or not management knew or should have known that such information was not complete, accurate or current.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim or any other statutes of limitations or repose.

Other Matters

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

Our dedication to client service is carried out through our employees who are integral in meeting this objective. In recognition of the importance of our employees, it is hereby agreed that the City of Pewaukee will not solicit our employees for employment or enter into an independent contractor arrangement with any individual who is or was an employee of Baker Tilly for a period of twelve (12) months following the date of the conclusion of this engagement. If the City of Pewaukee violates this nonsolicitation clause, the City of Pewaukee agrees to pay to Baker Tilly a fee equal to the hired person's annual salary at the time of the violation so as to reimburse Baker Tilly for the costs of hiring and training a replacement.

The services performed under this Agreement do not include the provision of legal advice and Baker Tilly makes no representations regarding questions of legal interpretation. Client should consult with its attorneys with respect to any legal matters or items that require legal interpretation under federal, state or other type of law or regulation.

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This Engagement Letter and any applicable online terms and conditions or terms of use ("Online Terms") related to online products or services made available to City of Pewaukee by Baker Tilly ("Online Offering") constitute the entire agreement between the City of Pewaukee and Baker Tilly regarding the services described in this Engagement Letter and supersedes and incorporates all prior or contemporaneous representations, understandings or agreements, and may not be modified or amended except by an agreement in writing signed between the parties hereto. For clarity and avoidance of doubt, the terms of this Engagement Letter govern Baker Tilly's provision of the services described herein, and the Online Terms govern City of Pewaukee's use of the Online Offering. This Engagement Letter's provisions shall not be deemed modified or amended by the conduct of the parties.

The provisions of this Engagement Letter, which expressly or by implication are intended to survive its termination or expiration, will survive and continue to bind both parties, including any successors or assignees. If any provision of this Engagement Letter is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, but if the remainder of this Engagement Letter shall not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law or applicable professional standards.

If because of a change in the City of Pewaukee's status or due to any other reason, any provision in this Engagement Letter would be prohibited by, or would impair our independence under laws, regulations or published interpretations by governmental bodies, commissions or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and this agreement shall consist of the remaining portions.

This agreement shall be governed by and construed in accordance with the laws of the state of Wisconsin, without giving effect to the provisions relating to conflict of laws.

Mr. Steve Bierce, Mayor
City of Pewaukee

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We appreciate the opportunity to be of service to you.

If there are any questions regarding this Engagement Letter, please contact Paul J. Frantz, the professional on this engagement who is responsible for the overall supervision and review of the engagement and determining that the engagement has been completed in accordance with professional standards. Paul J. Frantz is available at 414 777 5506, or at paul.frantz@bakertilly.com.

Sincerely,

BAKER TILLY US, LLP



Enclosure

The services and terms as set forth in this Engagement Letter are agreed to by:

Official's Name

Official's Signature

Title

Date

Tarczewski, Kelly

From: Kincaid, Rob
Sent: Thursday, March 12, 2026 8:18 AM
To: Tarczewski, Kelly
Subject: Fw: Cost for upgrades at Green Rd- Old Fire Station

Good morning Kelly,
Please see the attached email which includes the type of work and the cost for the Green Rd "Old Fire Station" as requested.

Thanks,
Rob

From: Kincaid, Rob <kincaid@pewaukee.wi.us>
Sent: Thursday, March 12, 2026 7:28 AM
To: Klein, Scott <sklein@pewaukee.wi.us>
Cc: Wagner, Magdelene <wagner@pewaukee.wi.us>
Subject: Cost for upgrades at Green Rd- Old Fire Station

Good afternoon Scott,
The cost estimates you've directed me to procure for the update work at the old Fire Station on Green Rd are as follows:

Cabinets and counter top: \$3937.90 + \$500.00 installation= **\$4,437.90**
Inspection of truck bay unit heaters and HVAC system: **\$1622.00**
Replacement of 4 malfunctioning or non-operational truck bay unit heaters: **\$18,800.00**
Drywall repairs and paint (offices and common area): **\$5,470.00**
Flooring and mopboard installation including subfloor preparation: **\$6962.50**
Replacement of light fixtures, electrical upgrades to bring up to code compliance and install interior internet cabling/outlets: **\$8,500-10,000**
Total cost estimate=**\$45,792-\$47,292**

To date, drywall and paint, heater installation and 75% of the electrical have been completed. Flooring will be installed today, electrical will finish up by 3/17 and cabinets/countertop will be installed by mid-week next week.

Let me know if you need any additional information.
Sincerely,

Rob Kincaid
Assistant Utility Manager
City Of Pewaukee Water and Sewer Utility
kincaid@pewaukee.wi.us
(262)691-0804

Strengths- Analytical, Learner, Significance, Focus, Futuristic, Achiever, Consistency, Relator

City of Pewaukee - New Agenda Item

Agenda Language:

Discussion and possible action regarding the Intergovernmental Agreement Between the City of Pewaukee and Waukesha County Regarding the Municipal Recycling Dividend Program. [Wagner]

Sub Item Agenda Language:

Background Provided By:

Magdelene Wagner

Background:

As many of you are aware, Waukesha County is the responsible unit (RU) for many communities, including the City of Pewaukee, in Waukesha County which was designated in 1990. As part of the designation, the City is obligated to follow Waukesha County's recycling program and take all our recycling material to their designated location. The location since 2015, was the Joint Material Recovery Facility (MRF) located in the City of Milwaukee. The MRF experienced a fire in May 2023. The fire significantly damaged the infrastructure at the facility. In response, Waukesha County completed a study to determine the best way to move forward with the recycling processing. In 2024, the County let a request for proposals for Recycling Processing and Marketing which it ultimately awarded to Waste Management (WM) in Germantown, WI. Since May 1, 2025, the City's recycling hauler has been dropping our materials at WM for processing.

The County is requesting we update the IGA with the new location. They also updated some language throughout the IGA. Several communities attempted to discuss terms of the IGA with the County which was met with resistance. In the end, the legislation related to RU's has no way to allow communities to opt out of the designation of the County as our RU. Without support from the legislation and the County unwilling to change or add language to the IGA, there is little we can do to change the IGA. Items we asked the County to consider were:

1. Add language back into the IGA to protect the City from additional hauling costs if we are required to take our recycling to another facility. This language was in previous agreements, but removed in this IGA. The County stated that the City's are protected by the County's contract with WM, although the City is not specifically mentioned. The County argued that the term "COUNTY" in their contract includes all 25 communities under their umbrella of RU. In addition, they have stated WM is responsible for all recycling dropped at the center and any potential re-routing of materials which the County had this responsibility under the old IGA and MRF operations.
2. Add language that the County must convene a group meeting prior to adjusting the MRF Fund's Working Capital (ceiling and floor) limits to allow for input and justification of the adjustment. The County is stating they will do this, but will not add the language

into the IGA.

3. Add language to understand the Education Program which the County is responsible for to allow better flow of information to the communities to support their education outreach and verification of meeting the state requirements. The County is stating they will do this, but will not add the language into the IGA.

4. Open transparency of the budget related to the program. The County is stating that we can review the budget at anytime online but they are not going to allow the communities to help them create the budget for this program.

After several emails, phone calls, and a meeting, the County will not change the language in the IGA and encourages all communities to sign the agreement. They have sent a notice of termination for the existing agreement, which will expire 1 year from the date of the termination letter per the current IGA. The termination of the IGA does not change where we take our recycling, but will eliminate us from the potential dividend payments in the future.

At this time, the City Staff have exhausted the discussion regarding the IGA with the County. In order to preserve the possibility of dividend payments for the program, Staff recommends signing the agreement. Staff will continue to press the County for more transparency and will continue the discussion with other communities about IGA and future possibilities. The City has partnerships with the County on many functions and it is important to maintain a good working relationship with the County.

The Public Works Committee recommended approval of the agreement at the March 5th Public Works Committee meeting.

Fiscal Impact:

Recommended Motion:

Council approval of the agreement.

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PEWAUKEE AND WAUKESHA COUNTY

Regarding the Municipal Recycling Dividend Program

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is between the City of Pewaukee (“Municipality”) and Waukesha County – Department of Parks and Land Use (“County”) a body corporate and politic. The City of Pewaukee, a City, and County may be referred to individually or collectively in the Agreement as the “Party” or “Parties” respectively.

RECITALS

WHEREAS, since 1990, the County has served as a “Responsible Unit” (“RU”) for recycling under Chapter 287 Wisconsin Statutes for twenty-five (25) participating communities through a Resolution, including the Municipality;

WHEREAS, the public/private partnership at the County-owned Material Recovery Facility (“MRF”) in Waukesha has allowed the County to provide participating communities over \$12 million in tax relief (“dividend payments”) and numerous services at no cost, such as recyclable processing, public education programs, household recyclable containers, special event containers and regional recyclable drop-off boxes;

WHEREAS, between 2007 and 2012, a series of independent and joint studies were completed by both the County and the City of Milwaukee (“City”) to determine the best future path for recyclable processing to adapt to the industry trend of single sort collection and processing systems;

WHEREAS, in 2014, after completing a competitive joint request for proposal (RFP) process, the County and City executed an intergovernmental agreement and concurrent contracts with a private company to design, build and operate a Joint City/County MRF in Milwaukee (“Joint MRF”), which began processing single sort recyclables for both communities in March 2015;

WHEREAS, in 2021, the County and participating communities convened a Recycling Dividend Workgroup to discuss financial support for municipal recycling costs; and

WHEREAS, in accordance with the final recommendations of the Recycling Dividend Workgroup, a formulaic approach will be utilized in determining when dividend payments may be made to participating communities as financial support for municipal recycling costs, and when tipping fees may be charged to participating communities in order to maintain an appropriate MRF Fund Working Capital balance.

NOW THEREFORE, in consideration of these premises, the County, serving as the RU, and the Municipality, as a participating community, hereby agree as follows:

SECTION 1

SERVICES BY THE MUNICIPALITY

- a. Delivery of Recyclables to Joint MRF. The Municipality shall, through its solid waste collection contract, require: 1) all recyclables to be hauled directly to the Joint MRF located at 1401 W. Mount Vernon Ave, Milwaukee in accordance with Waukesha County Code of Ordinances; and 2) the Municipality's solid waste collector ("SWC") to coordinate with the City and the Joint MRF operator the delivery of recyclables to the Joint MRF at times that maximize efficiencies at the scale and tip floor and minimize traffic back-ups. In the event the Joint MRF is unable to accept recyclables, the Municipality will direct the SWC to deliver recyclable materials to an alternate location for a designated time, as directed by the County, at no additional cost to the Municipality through a contract between the County and the Municipality's SWC.

- b. Record Keeping and Reporting. The Municipality shall keep records and, through an Internet-based County reporting system, provide annual data required to complete DNR Recycling Grant application and annual reports in accordance with the Waukesha County Code of Ordinances. Additionally, the Municipality shall, through their solid waste collection contract, require their SWC to keep records, provide the necessary data and reports to the County, maintain compliance with applicable state or local codes, program rules, and to comply with the requirement for delivery of recyclables to the Joint MRF. This includes, but is not limited to, providing up-to-date information on haul routes, collection days, and contamination.

- c. Collection Contracts. The Municipality shall provide the County a current copy of their solid waste collection contract including any future amendments or contracts.

- d. Solid Waste Collection Contract Compliance Requirements. The Municipality shall attach and incorporate the attached Exhibit B into the terms of their solid waste collection contract, which describes the Municipality's solid waste and recycling hauler requirements contained in this Agreement.

- e. Responsible Contact. Municipality will designate an individual to serve as the Responsible Contact to receive recycling updates from the County and participate in the Recycling Dividend Workgroup as further defined in this Agreement.

SECTION 2

SERVICES BY THE COUNTY

- a. Educational Program Services. The County will provide educational program services in accordance with the requirements of an "effective recycling program" under Chapter NR 544 Wisconsin Administrative Code.

- b. Effective Recycling Program. The County will provide compliance assurance as required of an “effective recycling program” under Chapter NR 544 Wisconsin Administrative Code.
- c. Recycling Updates. The County will provide recycling updates, including but not limited to current contamination rates and current material sale rates. These updates shall be provided to the Municipality’s Responsible Contact every two months.
- d. Annual Planning and Implementation Meeting. The County will host an annual program planning and implementation meeting to provide a comprehensive program update to the Municipality.
- e. Components and Calculations. The County will annually provide a list of included components and a calculation for the additional recycling services and education partnership portions of the dividend.
- f. Recycling Dividend Workgroup. The Recycling Dividend Workgroup is composed of volunteer Responsible Contacts from participating communities. The County shall meet with the Recycling Dividend Workgroup as needed and will take into consideration any recommendations of the Recycling Dividend Workgroup on program elements.

SECTION 3

PAYMENTS AND FEES

- a. Dividend Payments. Commencing in 2022, County will calculate dividend payments to Municipality for inclusion in the following budget if as of December 31st of the preceding year in which the dividend payment is to be calculated, (1) the MRF Fund’s Working Capital is above the cap set by the County and as further defined in Exhibit A, Section 1 and (2) the recycling program’s audited financial statements show a positive cash flow at the close of the Waukesha County fiscal year as verified in the County’s Annual Comprehensive Financial Report.
 - i. Working Capital is defined as the current assets minus the current liabilities, exclusive of the following: 1) Funds specifically reserved for equipment repairs or upgrades; 2) Grant funds received in excess of the state’s basic recycling grant; and 3) The recycling consolidation grant to Responsible Units.
 - ii. Positive cash flow is defined as the positive net change in Working Capital from the previous year.
- b. Tipping Fees. Tipping fees shall be charged to the Municipality if as of December 31st of the preceding year in which the tipping fee is calculated, the MRF Fund Working Capital is below the floor set by the County and as further defined in Exhibit A, Section 1. Municipality shall pay any tipping fees in accordance with the terms of this Agreement.

- c. Calculation of Dividend Payments and Tipping Fees. Any dividend payments or tipping fees shall be determined by County in accordance with Exhibit A, which is hereby incorporated into the terms of this Agreement.

- d. Timing of Payments and Fees. County will provide status updates regarding estimated dividend payments or tipping fees throughout the auditing and budgeting process. A final invoice if applicable will be issued by March 1 and final payments shall be made by April 1 in the year following the year in which the fee or payment was calculated. Illustration: Audited financials of 2021 are released May 1, 2022. These results are used to determine if there is a dividend payment or tipping fee and the total amount. Staff will calculate each participating community's dividend payment or tipping fee, communicate that to the Municipality, and incorporate it into the budget for the following year. By March 30, 2023 an invoice will be provided (if necessary) and payment will be made by April 1, 2023.

SECTION 4

MISCELLANEOUS

- a. Authority and Responsibilities. Nothing in this Agreement forfeits any RU rights and responsibilities of the County, or any other Municipality or County's rights or responsibilities under state or local laws. The County remains responsible for implementing a recycling education program for residents of the Municipality and for complying with other requirements of an "effective recycling program" under Chapter NR 544 Wisconsin Administrative Code.

- b. Responsible Contacts. Upon execution of this Agreement, the County, and the Municipality each shall designate in writing a primary person as a Responsible Contact to be responsible for carrying out the activities described in this Agreement.

- c. Review and Amendments. All changes to the main body of this Agreement shall be mutually agreed upon between the Parties and shall be in writing and designated as written amendments to this Agreement. The County has the authority to change the MRF Fund Working Capital cap and floor balances identified in Exhibit A upon providing twelve months' advance written notice of any changes to the Municipality.

- d. Effective Date and Term. Upon execution by both parties, this Agreement shall become effective on January 1, 2023, and shall remain in effect until January 1, 2030, unless otherwise terminated in writing by either party upon a one (1) year written notice to the other party. Termination of this Agreement does not alter the County's status as the Responsible Unit or the Municipality's responsibilities as a participating community in the Responsible Unit.

- e. Severability. If any clause, provision or section of this Agreement be declared invalid by any Court of competent jurisdiction, the invalidity of such clause, provision, or section shall not affect any of the remaining provisions of this Agreement.
- f. Notices. Any and all notices regarding termination of this Agreement shall be in writing and deemed served upon depositing same with the United States postal Services as "Certified Mail, Return Receipt Requested",

Addressed to the Municipality at:

City of Pewaukee
ATTN: City Clerk
W240N3065 Pewaukee Road
Pewaukee, WI 53072

and to the County at:

Waukesha County Parks and Land Use
515 W. Moreland Blvd
Waukesha, WI 53188


- g. Binding Agreement. This Agreement is binding upon the parties hereto and their respective successors and assigns.

WAUKESHA COUNTY:

By: _____ Date: _____

Dale R. Shaver, Director - Department of Parks and Land Use

MUNICIPALITY

By:  Date: 12/19/2022

Steve Bierce, Mayor City of Pewaukee

Attest: 
Kelly Tarczewski, Clerk/Treasurer

EXHIBIT A

Dividend Payment and Tipping Fee Formula

SECTION 1

MRF FUND WORKING CAPITAL

The County will set the MRF Fund Working Capital cap and floor balances to be utilized in determining when a dividend payment or tipping fee will be issued. The County has identified the following minimum balances, excluding grant issued funds and segregated funds for equipment repair and maintenance and efficiency improvement, to be utilized in determining when a dividend payment or tipping fee will be issued:

Cap \$3,500,000.00

Floor \$3,100,000.00

The County has the authority to change the MRF Fund Working Capital cap and floor balances upon providing twelve months' advance written notice of any changes to the Municipality. Any changes to these balances will be based upon several factors including but not limited to market conditions, net commodity revenue, the analysis and recommendations of a third-party vendor and input from local subject matter experts.

SECTION 2

DIVIDEND CALCULATION

Dividend payments will be determined when (1) the MRF Fund Working Capital is above the cap identified in Section 1, and (2) the recycling program's audited financial statements of the preceding year show a positive cash flow as defined in Section 3(a) of the Agreement. The Dividend payment calculation will be determined by the County based on County's audited financial statements. This amount shall be divided between the participating communities in the Responsible Unit. The formula utilized by County to determine a Municipality's dividend payment will be based on the following considerations:

- 50% of the dividend will be based upon the proportion of the 5-year average of total eligible costs the Municipality paid for eligible recycling expenses.
- 35% of the dividend will be based upon the number of eligible households in a participating community as a proportion of the total number of eligible households in the program. Eligible households, as defined under Wisconsin Administrative Code NR Chapter 544.04(4), will be identified by the Municipality's January hauling invoice from the SWC or, if not available, according to the County's GIS system. A multiplier of 1, 1.2, 1.4, 1.6, 1.8, or 2 will also be incorporated based on the distance the Municipality is located from the Joint MRF with 1 being the nearest and 2 being the furthest in proximity to the Joint MRF.
- 7.5% of the dividend will be based upon additional recycling services Municipality provides for its residents or all County residents for a minimum of 12 months. In order to qualify, Municipality must provide evidence of said services that is satisfactory to the County. A list

of qualifying services and the corresponding scores will be provided on an annual basis to the participating communities. The number of services provided and whether the services are provided to all County residents or the participating community's residents will earn the Municipality a score of 0, 0.5, 2, or 3. A numerical assignment of 3 represents the highest number of services provided.

- 7.5% of the dividend will be allocated based on education and outreach partnership opportunities in which a Municipality collaborates with the County. A list of qualifying opportunities and the corresponding scores will be provided on an annual basis to the participating communities. The number of services provided and whether the services are provided to all County residents or the municipalities' residents will earn Municipality a score of 0, 1, 2, or 3, with 3 being the highest number of qualifying opportunities.

Illustration: Municipality "Y" has a 5-year average of total eligible recycling costs of \$500,000 and the 5-year average of the total eligible recycling costs for all participating communities is \$7,000,000. Municipality "Y" has 4,760 eligible households and the total number of eligible households for all participating communities is 200,000. Municipality "Y" is located 38 miles away from the Joint MRF, earning a multiplier of 2 for its eligible household points. Municipality "Y" also provided additional services for all County residents earning an additional recycling services score of '2' and partnered on education and outreach with the County, earning an education and partnership score of '3'. The total number of additional service points for all participating communities is 14.5 and the total number for education and outreach partnership points is 20. In this illustration, the total dividend available to be divided is \$100,000.

Accordingly, Municipality "Y" will receive the following: 1) 7.14% or \$3,570 for its 5-year average of total eligible recycling costs in proportion to the total eligible recycling costs for all participating communities; 2) 4.76% or \$1,666 for its eligible households in proportion to the total number of eligible households in all participating communities after factoring in the multiplier for proximity to the Joint MRF; 3) 13.79% or \$1,034 for additional recycling services; and 4) 15% or \$1,125 for education and outreach partnership opportunities. Therefore, Municipality "Y"'s total dividend payment, after taking into account all of the aforementioned considerations, would amount to \$7,395.

SECTION 3

TIPPING FEE CALCULATION

Tipping Fees will be charged to the Municipality and Municipality agrees to pay same when (1) the MRF Fund Working Capital is below the floor identified in Section 1. The tipping fee calculation will be determined by the County based on the County's audited financial statements. This amount shall be divided between the participating communities in the Responsible Unit according to the following formula:

$$\text{Fee} = \text{EH} * [(\text{F}-\text{B}) / \text{TH}]$$

Whereas:

- EH = Number of eligible households in a municipality, as defined under Wisconsin Administrative Code NR Chapter 544.04(4), which will be identified by the Municipality's January hauling invoice from the SWC or, if not available, according to the County's GIS system
- F=MRF Fund Working Capital floor
- B=Balance of the MRF Fund Working Capital as defined by Section 3(a) of the Agreement and Exhibit A, Sec. 1
- TH = Total eligible households from all participating communities in the County's RU, as defined under Wisconsin Administrative Code NR Chapter 544.04(4), which will be identified by the municipalities' January invoices from the SWCs or, if not available, according to the County's GIS system.

EXHIBIT B

Collection Contract Compliance Items Related to Waukesha County's Municipal Recycling Dividend Program

The Contractor shall comply with the provisions below, which are required to maintain eligibility for payments from Waukesha County ("County") through an intergovernmental agreement (IGA) with [insert Municipality name] or Local Unit of Government ("LUG"). In case of conflict with other provisions of this Contract, this Exhibit shall prevail.

A. Recycling Container Provisions

1. Recycling Container Standards. All recycling containers shall be for single sort recycling and shall meet County standards for in-mold educational labeling, identifying recyclable and non-recyclable/hazardous materials. All containers shall have a 10-year warranty.
2. Distribution and Use of Recycling Containers. Contractor shall, by the dates specified in this Contract, distribute recycling containers to each household/unit served under this Contract. Contractor shall ensure these containers are only used for recycling. Contractor shall notify any non-complying household/unit at the time non-compliance is observed, and shall track and report a summary of non-compliance to the LUG monthly.
3. Distribution of Educational Materials. Contractor shall attach educational materials to the top of each recycling container upon delivery of the containers, as noted above. The educational materials will be provided to the Contractor by the County at no cost to the Contractor.
4. Contractor Report on Containers. Contractor shall provide the County an annual (calendar year) report by March 1 each year on the number and size(s) of recycling containers used within the LUG, including the number of households/units.

B. Direct Haul Provisions

1. Direct Haul. Contractor shall deliver all recyclable materials collected under this Contract to the Joint MRF at 1401 W. Mount Vernon Ave., Milwaukee, WI.
2. Delivery Protocol. Contractor shall coordinate delivery times with the City of Milwaukee and the Joint MRF operator (i.e., Republic Services) to maximize efficiencies at the truck scale and tip floor and minimize traffic back-ups. For all recyclable deliveries to the Joint MRF, Contractor shall comply with the County Protocol, which is subject to periodic updates to meet the stated intent.
3. Record Keeping and Reports. Contractor shall keep records and provide all requested data and reports to the County as needed to administer the IGA and maintain compliance with applicable state or local codes, program rules, and the protocol for delivery of recyclables to the Joint MRF. This includes, but is not limited to, providing up-to-date information on haul routes, collection days and times, and vehicles used to collect recyclables.
4. Alternate Processing. In the event the Joint MRF is unable to accept recyclables the Contractor shall deliver recyclable materials to an alternate location for a designated time, as directed by the County. [Note: Any additional transportation and processing costs will be covered by separate contract with the County or the Joint MRF operator.]



RECEIVED
FEB 20 2026

OFFICE OF THE
CLERK/TREASURER

Waukesha County

Department of Parks and Land Use

To: City of Pewaukee Mayor Steve Bierce, City Clerk Kelly Tarczewski, and Director of Public Works Maggie Wagner

From: Alan Barrows, Land Resources Manager

Date: February 9, 2026

Subject: Notice to Terminate Recycling Intergovernmental Agreement

Thank you for your continued coordination and collaboration which contributes directly to Waukesha County's recycling program serving as a leader across key metrics.

This written correspondence serves as formal notification that Waukesha County is exercising its right to terminate the existing Intergovernmental Agreement (IGA) between Waukesha County and City of Pewaukee Regarding the Municipal Recycling Dividend Program dated January 5, 2023. Pursuant to Section 4.d. of the IGA, this notice provides the required one-year notice of termination of the IGA.

Wisconsin law regarding recycling, requires a "Responsible Unit" (RU) to create a system for collecting, processing, and marketing of recyclable materials from residences located in the responsible unit. Your municipality is part of the Waukesha County Responsible Unit. To comply with the Wisconsin Law, the Waukesha County Code requires recyclable materials collected in member municipalities from single family residences and two to four unit residences, shall be delivered to a drop off site approved by Waukesha County.

The existing IGA no longer accurately reflects the current operational structure and materials recovery process implemented by the County as the RU. In May 2023, the Joint Waukesha County/City of Milwaukee Material Recovery Facility (MRF) experienced a catastrophic fire that resulted in a total loss of the facility and required immediate coordination for alternative material processing solutions. In response, Waukesha County coordinated alternative processing for recyclable materials collected from households in municipalities under the Waukesha County RU status while it determined how to best move forward.

Waukesha County retained a national consultant to evaluate options to manage recycling tonnage through a publicly owned and privately operated MRF model. The study identified significant increases in required capital investments, longer construction timelines, and higher processing costs. In addition, the study identified significant recyclable material processing capacity at new MRFs in the region. Based on these findings, the County determined that it would not be continuing with a publicly owned and privately operated MRF model. The County issued a Request for Proposals on November 13, 2024 for the processing of all recyclables collected from RU municipalities at a privately owned MRF. Waste Management of Wisconsin, Inc. (WM) was awarded a 10-year contract, with two optional five-year extensions, beginning May 1, 2025, for processing and marketing

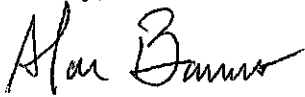
recyclables at their Germantown facility. The contract also places the responsibility for alternative processing to WM.

Waukesha County convened a municipal IGA workgroup on June 18, 2025, and August 27, 2025, to review and draft a new recycling IGA to update the address of the designated recycling facility, remove references to the Joint MRF and the partnership with the City of Milwaukee, and to reflect the current operations for the processing and marketing of recyclables. The revised IGA was intended to replace and supersede the current IGA. A revised IGA reflecting the changes agreed upon by the IGA workgroup was provided to City of Pewaukee on September 15, 2025, with a request to review, sign, and return the agreement by October 20, 2025. As of February 6, 2026, the County has not received a signed IGA from your community.

Under the current circumstances, Waukesha County cannot continue to operate under the current IGA as it does not accurately reflect the current process for the processing and marketing of recyclables. Please be advised that termination of the prior IGA does not modify the County's status as the Responsible Unit (RU) under Wisconsin law, nor does it alter City of Pewaukee's responsibilities as a participating community in the RU. Since 2001, Waukesha County has distributed over \$20 million in dividends to participating municipalities. Please understand that your community will not be eligible for the dividends that could be distributed to participating RU municipalities if it does not enter into a fully signed IGA with Waukesha County.

We value our long-standing partnership and urge your timely review and execution of the revised IGA. Failure to execute the new IGA will result an effective termination date of February 9, 2027 of the old IGA and City of Pewaukee's participation in the Municipal Recycling Dividend Program. Please do not hesitate to contact me if you would like additional information.

Sincerely,



Alan Barrows
Land Resources Manager
Waukesha County Department of Parks & Land Use



Waukesha County
Department of Parks and Land Use

September 15, 2025

Re: 2026 Recycling Dividends and Tip Fees

To Whom It May Concern,

We extend our gratitude for your ongoing partnership in the Waukesha County Recycling Program. In 2021, Waukesha County engaged municipal partners to update Intergovernmental Agreements (“IGA”), which included procedures concerning dividends and potential tip fees for the recycling program. Consistent with these practices, we are communicating our decisions regarding the 2026 fiscal year in advance of forthcoming budget processes.

County staff have concluded their analysis of the 2024 Material Recovery Facility (“MRF”) Fund Working Capital to evaluate options for dividends and potential tip fees for 2026 recycling partner community budgets. Despite the MRF Fund Working Capital falling below the designated floor balance of \$3.1 Million, as established in the IGA with our community partners, Waukesha County has elected not to issue tip fees for the 2026 fiscal year.

This decision is influenced by the promising potential of our newly signed 10-year recycling processing agreement with Waste Management of Wisconsin, effective May 1, 2025. This agreement provides favorable conditions and outlook, indicating that the issuance of tip fees over the next decade will likely be unnecessary. This strategic achievement sets our program apart from others across the United States, as most programs charge tip fees.

Waukesha County remains committed to delivering ongoing, timely updates and appreciates your cooperation in ensuring a successful recycling program. For any questions, please reach out to the Waukesha County Recycling and Solid Waste Supervisor, Abbie Liedtke at aliedtke@waukeshacounty.gov or (262) 896-8317.

Thank you,

Alan Barrows
Land Resources Manager

WM Forecast	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Tonnage	25,370	25,370	25,370	25,370	25,370	25,370	25,370	25,370	25,370	25,370
Processing Fee (3% increase/year)	79.75	82.14	84.61	87.14	89.76	92.45	95.23	98.08	101.02	104.06
Revenue Share	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%
Waste Disposal Fee	54	55.62	57.29	59.01	60.78	62.60	64.48	66.41	68.41	70.46
Residue Rate	10.77%	10.77%	10.77%	10.77%	10.77%	10.77%	10.77%	10.77%	10.77%	10.77%
ACR Estimate	100	100	100	100	100	100	100	100	100	100
	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Revenues	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate
Landfill fees	-									
State Grant	972,683	972,683	972,683	972,683	972,683	972,683	972,683	972,683	972,683	972,683
Investment income	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
Material sales	1,692,975	1,689,433	1,685,786	1,682,029	1,678,160	1,674,174	1,670,069	1,665,841	1,661,486	1,657,000
Education Fee/Miscellaneous	67,913	67,913	67,913	67,913	67,913	67,913	67,913	67,913	67,913	67,913
Total Revenues	2,833,571	2,830,029	2,826,382	2,822,625	2,818,756	2,814,770	2,810,665	2,806,437	2,802,082	2,797,596
Expenses										
Personnel	412,591	441,439	450,268	459,273	468,459	477,828	487,384	497,132	507,075	517,216
Operating	120,000	91,000	91,910	92,829	93,757	94,695	95,642	96,598	97,564	98,540
Processing fee	2,023,258	2,083,955	2,146,474	2,210,868	2,277,194	2,345,510	2,415,875	2,488,352	2,563,002	2,639,892
Interdepartmental	20,981	21,401	21,829	22,265	22,711	23,165	23,628	24,101	24,583	25,074
Indirect Costs	64,375	65,663	66,976	68,315	69,682	71,075	72,497	73,947	75,426	76,934
Management Services	48,900	49,389	49,883	50,382	50,886	51,394	51,908	52,427	52,952	53,481
Total Expenses	2,690,105	2,752,846	2,827,339	2,903,933	2,982,688	3,063,667	3,146,935	3,232,557	3,320,601	3,411,138
Operating Income/(Loss)	143,466.06	77,183.09	(956.86)	(81,307.23)	(163,931.93)	(248,896.77)	(336,269.45)	(426,119.68)	(518,519.20)	(613,541.87)
10 Year Income Gain/(Loss)										(2,168,893.83)

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PEWAUKEE AND WAUKESHA COUNTY

Regarding the Municipal Recycling Dividend Program

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is between the City of Pewaukee (“Municipality”) and Waukesha County – Department of Parks and Land Use (“County”) a body corporate and politic. The City of Pewaukee a municipal corporation and County may be referred to individually or collectively in the Agreement as the “Party” or “Parties” respectively.

RECITALS

WHEREAS, since 1990, the County has served as a “Responsible Unit” (“RU”) for recycling under Chapter 287 Wisconsin Statutes for twenty-five (25) participating communities through a Resolution, including the Municipality;

WHEREAS, the public/private partnership at the County-owned Material Recovery Facility in Waukesha has allowed the County to provide participating communities over \$20 million in tax relief (“dividend payments”) and numerous services at no cost, such as recyclable processing, public education programs, household recyclable containers, special event containers and regional recyclable drop-off boxes;

WHEREAS, between 2007 and 2012, a series of independent and joint studies were completed by both the County and the City of Milwaukee (“City”) to determine the best future path for recyclable processing to adapt to the industry trend of single sort collection and processing systems;

WHEREAS, in 2014, after completing a competitive joint request for proposal (RFP) process, the County and City executed an intergovernmental agreement and concurrent contracts with a private company to design, build and operate a Joint City/County MRF in Milwaukee (“Joint MRF”), which began processing single sort recyclables for both communities in March 2015;

WHEREAS, in 2021, the County and participating communities convened a Recycling Dividend Workgroup to discuss financial support for municipal recycling costs; and

WHEREAS, in accordance with the final recommendations of the Recycling Dividend Workgroup, a formulaic approach will be utilized in determining when dividend payments may be made to participating communities as financial support for municipal recycling costs, and when tipping fees may be charged to participating communities in order to maintain an appropriate MRF Fund Working Capital balance.

Effective May 1, 2025

WHEREAS, on May 31, 2023, the Joint MRF experienced a fire which left the building and equipment significantly damaged, rendering it unable to accept recyclables for processing; and

WHEREAS, on November 13, 2024, Request for Proposal (“RFP”) #2024034 Waukesha County Materials Recycling Processing and Marketing was released; and

WHEREAS, on April 22, 2025 the Waukesha County Board of Supervisors ordained Service Contract 2024034 for Processing of Recyclable Materials for Waukesha County with Waste Management of Wisconsin, Inc., which is on file in the Office of the County Clerk;

NOW THEREFORE, in consideration of these premises, the County, serving as the RU, and the Municipality, as a participating community, hereby agree as follows:

SECTION 1

SERVICES BY THE MUNICIPALITY

- a. Delivery of Recyclables to MRF. The Municipality shall, through its solid waste collection contract, require: 1) all recyclables to be hauled directly to a designated facility as directed by Waukesha County (the “MRF”). As of May 1, 2025, the designated recycling facility is the Waste Management of Wisconsin, Inc. materials recycling facility located at W132N10487 Grant Dr. Germantown, WI 53022 ; and 2) the Municipality’s solid waste collector (“SWC”) to coordinate with the County and the MRF operator the delivery of recyclables to the MRF at times that maximize efficiencies at the scale and tip floor and minimize traffic back-ups.
- b. Downtime. In the event that the designated recycling facility is unable to receive or process recyclable material to its full capacity as a result of a planned or unplanned downtime event, the designated facility operator is contractually obligated to Waukesha County to continue to operate, if feasible and commercially practical, to the extent of its reduced capacity and find an alternative solution wherein the remaining recyclable material is responsibly processed at a self-certified materials recovery facility and under the guidelines of the contract with Waukesha County at no additional cost to the County.
- c. Record Keeping and Reporting. The Municipality shall keep records and, through an Internet-based County reporting system, provide annual data required to complete DNR Recycling Grant application and annual reports in accordance with the Waukesha County Code of Ordinances. Additionally, the Municipality shall, through their solid waste collection contract, require their SWC to keep records, provide the necessary data and reports to the County, maintain compliance with applicable state or local codes, program rules, and to comply with the requirement for delivery of recyclables to the MRF. This includes, but is not limited to, providing up-to-date information on haul routes, collection days, and contamination.
- d. Collection Contracts. The Municipality shall provide the County a current copy of their solid waste collection contract including any future amendments or contracts.

- e. Solid Waste Collection Contract Compliance Requirements. The Municipality shall attach and incorporate the attached Exhibit B into the terms of their solid waste collection contract, which describes the Municipality’s solid waste and recycling hauler requirements contained in this Agreement.
- f. Responsible Contact. Municipality will designate an individual to serve as the Responsible Contact to receive recycling updates from the County and participate in the Recycling Dividend Workgroup as further defined in this Agreement.

SECTION 2

SERVICES BY THE COUNTY

- a. Educational Program Services. The County will provide educational program services in accordance with the requirements of an “effective recycling program” under Chapter NR 544 Wisconsin Administrative Code.
- b. Effective Recycling Program. The County will provide compliance assurance as required of an “effective recycling program” under Chapter NR 544 Wisconsin Administrative Code.
- c. Recycling Updates. The County will provide recycling updates, including but not limited to current contamination rates and current material sale rates. These updates shall be provided to the Municipality’s Responsible Contact every two months.
- d. Annual Planning and Implementation Meeting. The County will host an annual program planning and implementation meeting to provide a comprehensive program update to the Municipality.
- e. Components and Calculations. The County will annually provide a list of included components and a calculation for the additional recycling services and education partnership portions of the dividend.
- f. Recycling Dividend Workgroup. The Recycling Dividend Workgroup is composed of volunteer Responsible Contacts from participating communities. The County shall meet with the Recycling Dividend Workgroup as needed and will take into consideration any recommendations of the Recycling Dividend Workgroup on program elements.

SECTION 3

PAYMENTS AND FEES

- a. Dividend Payments. Commencing in 2022, County will calculate dividend payments to Municipality for inclusion in the following budget if as of December 31st of the preceding year in

which the dividend payment is to be calculated, (1) the MRF Fund's Working Capital is above the cap set by the County and as further defined in Exhibit A, Section 1 and (2) the recycling program's audited financial statements show a positive cash flow at the close of the Waukesha County fiscal year as verified in the County's Annual Comprehensive Financial Report.

- i. Working Capital is defined as the current assets minus the current liabilities, exclusive of the following: 1) Funds specifically reserved for equipment repairs or upgrades; 2) Grant funds received in excess of the state's basic recycling grant; and 3) The recycling consolidation grant to Responsible Units.
 - ii. Positive cash flow is defined as the positive net change in Working Capital from the previous year.
- b. Tipping Fees. Tipping fees may be charged to the Municipality if as of December 31st of the preceding year in which the tipping fee is calculated, the MRF Fund Working Capital is below the floor set by the County and as further defined in Exhibit A, Section 1. Municipality shall pay any tipping fees in accordance with the terms of this Agreement.
- c. Calculation of Dividend Payments and Tipping Fees. Any dividend payments or tipping fees shall be determined by County in accordance with Exhibit A, which is hereby incorporated into the terms of this Agreement.
- d. Timing of Payments and Fees. County will provide status updates regarding estimated dividend payments or tipping fees throughout the auditing and budgeting process. A final invoice if applicable will be issued by March 1 and final payments shall be made by April 1 in the year following the year in which the fee or payment was calculated. Illustration: Audited financials of 2021 are released May 1, 2022. These results are used to determine if there is a dividend payment or tipping fee and the total amount. Staff will calculate each participating community's dividend payment or tipping fee, communicate that to the Municipality, and incorporate it into the budget for the following year. By March 30, 2023 an invoice will be provided (if necessary) and payment will be made by April 1, 2023.

SECTION 4

MISCELLANEOUS

- a. Entire Agreement. This Intergovernmental Agreement between the City of Pewaukee and Waukesha County Regarding the Municipal Recycling Dividend Program constitutes the entire, final, complete, and fully integrated agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior agreements effective May 1, 2025.
- b. Authority and Responsibilities. Nothing in this Agreement forfeits any RU rights and responsibilities of the County, or any other Municipality or County's rights or responsibilities under state or local laws. The County remains responsible for implementing a recycling education program for residents of the Municipality and for complying with other requirements of an "effective recycling program" under Chapter NR 544 Wisconsin Administrative Code.

- c. Responsible Contacts. Upon execution of this Agreement, the County, and the Municipality each shall designate in writing a primary person as a Responsible Contact to be responsible for carrying out the activities described in this Agreement.

- d. Review and Amendments. All changes to the main body of this Agreement shall be mutually agreed upon between the Parties and shall be in writing and designated as written amendments to this Agreement. The County has the authority to change the MRF Fund Working Capital cap and floor balances identified in Exhibit A upon providing twelve months' advance written notice of any changes to the Municipality.

- e. Effective Date and Term. Upon execution by both parties, this Agreement shall become effective on May 1, 2025, and shall remain in effect until December 31, 2034, unless otherwise terminated in writing by either party upon a one (1) year written notice to the other party. Termination of this Agreement does not alter the County's status as the Responsible Unit or the Municipality's responsibilities as a participating community in the Responsible Unit.

- f. Severability. If any clause, provision or section of this Agreement be declared invalid by any Court of competent jurisdiction, the invalidity of such clause, provision, or section shall not affect any of the remaining provisions of this Agreement.

- g. Notices. Any and all notices regarding termination of this Agreement shall be in writing and deemed served upon depositing same with the United States postal Services as "Certified Mail, Return Receipt Requested",

Addressed to the Municipality at:

City of Pewaukee
ATTN: City Clerk
W240N3065 Pewaukee Road
Pewaukee, WI 53072

and to the County at:

Recycling and Solid Waste Supervisor
Abbie Liedtke
aliedtke@waukeshacounty.gov
Department of Parks and Land Use
515 W. Moreland Blvd., Room AC 260
Waukesha, WI 53188
262.896.8300

- h. Binding Agreement. This Agreement is binding upon the parties hereto and their respective successors and assigns.

WAUKESHA COUNTY:

By: _____ Date: _____

Dale R. Shaver, Director - Department of Parks and Land Use

MUNICIPALITY

By: _____ Date: _____

Name

Attest: _____

Name, Clerk

EXHIBIT A

Dividend Payment and Tipping Fee Formula

SECTION 1

MRF FUND WORKING CAPITAL

The County will set the MRF Fund Working Capital cap and floor balances to be utilized in determining when a dividend payment or tipping fee will be issued. The County has identified the following minimum balances, excluding grant issued funds and segregated funds for equipment repair and maintenance and efficiency improvement, to be utilized in determining when a dividend payment or tipping fee will be issued:

Cap \$3,500,000.00

Floor \$3,100,000.00

Effective May 1, 2025

The County has the authority to change the MRF Fund Working Capital cap and floor balances upon providing twelve months' advance written notice of any changes to the Municipality. Any changes to these balances will be based upon several factors including but not limited to market conditions, net commodity revenue, the analysis and recommendations of a third-party vendor and input from local subject matter experts.

SECTION 2

DIVIDEND CALCULATION

Dividend payments will be determined when (1) the MRF Fund Working Capital is above the cap identified in Section 1, and (2) the recycling program's audited financial statements of the preceding year show a positive cash flow as defined in Section 3(a) of the Agreement. The Dividend payment calculation will be determined by the County based on County's audited financial statements. This amount shall be divided between the participating communities in the Responsible Unit. The formula utilized by County to determine a Municipality's dividend payment will be based on the following considerations:

- 50% of the dividend will be based upon the proportion of the 5-year average of total eligible costs the Municipality paid for eligible recycling expenses.
- 35% of the dividend will be based upon the number of eligible households in a participating community as a proportion of the total number of eligible households in the program. Eligible households, as defined under Wisconsin Administrative Code NR Chapter 544.04(4), will be identified by the Municipality's January hauling invoice from the SWC or, if not available, according to the County's GIS system. A multiplier of 1, 1.2, 1.4, 1.6, 1.8, or 2 will also be incorporated based on the distance the Municipality is located from the Joint MRF with 1 being the nearest and 2 being the furthest in proximity to the Joint MRF.
- 7.5% of the dividend will be based upon additional recycling services Municipality provides for its residents or all County residents for a minimum of 12 months. In order to qualify, Municipality must provide evidence of said services that is satisfactory to the County. A list of qualifying services and the corresponding scores will be provided on an annual basis to the participating communities. The number of services provided and whether the services are provided to all County residents or the participating community's residents will earn the Municipality a score of 0, 0.5, 2, or 3. A numerical assignment of 3 represents the highest number of services provided.
- 7.5% of the dividend will be allocated based on education and outreach partnership opportunities in which a Municipality collaborates with the County. A list of qualifying opportunities and the corresponding scores will be provided on an annual basis to the participating communities. The number of services provided and whether the services are provided to all County residents or the municipalities' residents will earn Municipality a score of 0, 1, 2, or 3, with 3 being the highest number of qualifying opportunities.

Illustration: Municipality "Y" has a 5-year average of total eligible recycling costs of \$500,000 and the 5-year average of the total eligible recycling costs for all participating communities is \$7,000,000. Municipality "Y" has 4,760 eligible households and the total number of eligible

households for all participating communities is 200,000. Municipality “Y” is located 38 miles away from the Joint MRF, earning a multiplier of 2 for its eligible household points. Municipality “Y” also provided additional services for all County residents earning an additional recycling services score of ‘2’ and partnered on education and outreach with the County, earning an education and partnership score of ‘3’. The total number of additional service points for all participating communities is 14.5 and the total number for education and outreach partnership points is 20. In this illustration, the total dividend available to be divided is \$100,000. Accordingly, Municipality “Y” will receive the following: 1) 7.14% or \$3,570 for its 5-year average of total eligible recycling costs in proportion to the total eligible recycling costs for all participating communities; 2) 4.76% or \$1,666 for its eligible households in proportion to the total number of eligible households in all participating communities after factoring in the multiplier for proximity to the Joint MRF; 3) 13.79% or \$1,034 for additional recycling services; and 4) 15% or \$1,125 for education and outreach partnership opportunities. Therefore, Municipality “Y”’s total dividend payment, after taking into account all of the aforementioned considerations, would amount to \$7,395.

SECTION 3

TIPPING FEE CALCULATION

Tipping Fees may be charged to the Municipality and Municipality agrees to pay same when (1) the MRF Fund Working Capital is below the floor identified in Section 1. The tipping fee calculation will be determined by the County based on the County’s audited financial statements. This amount shall be divided between the participating communities in the Responsible Unit according to the following formula:

$$\text{Fee} = \text{EH} * [(\text{F}-\text{B}) / \text{TH}]$$

Whereas:

- EH = Number of eligible households in a municipality, as defined under Wisconsin Administrative Code NR Chapter 544.04(4), which will be identified by the Municipality’s January hauling invoice from the SWC or, if not available, according to the County’s GIS system
- F=MRF Fund Working Capital floor
- B=Balance of the MRF Fund Working Capital as defined by Section 3(a) of the Agreement and Exhibit A, Sec. 1
- TH = Total eligible households from all participating communities in the County’s RU, as defined under Wisconsin Administrative Code NR Chapter 544.04(4), which will be identified by the municipalities’ January invoices from the SWCs or, if not available, according to the County’s GIS system.

EXHIBIT B

Collection Contract Compliance Items Related to Waukesha County's Municipal Recycling Dividend Program

The Contractor shall comply with the provisions below, which are required to maintain eligibility for payments from Waukesha County ("County") through an intergovernmental agreement (IGA) with [insert Municipality name] or Local Unit of Government ("LUG"). In case of conflict with other provisions of this Contract, this Exhibit shall prevail.

A. Recycling Container Provisions

1. Recycling Container Standards. All recycling containers shall be for single sort recycling and shall meet County standards for in-mold educational labeling, identifying recyclable and non-recyclable/hazardous materials. All containers shall have a 10-year warranty.
2. Distribution and Use of Recycling Containers. Contractor shall, by the dates specified in this Contract, distribute recycling containers to each household/unit served under this Contract. Contractor shall ensure these containers are only used for recycling. Contractor shall notify any non-complying household/unit at the time non-compliance is observed, and shall track and report a summary of non-compliance to the LUG monthly.
3. Distribution of Educational Materials. Contractor shall attach educational materials to the top of each recycling container upon delivery of the containers, as noted above. The educational materials will be provided to the Contractor by the County at no cost to the Contractor.
4. Contractor Report on Containers. Contractor shall provide the County an annual (calendar year) report by March 1 each year on the number and size(s) of recycling containers used within the LUG, including the number of households/units.

B. Direct Haul Provisions

1. Direct Haul. Contractor shall deliver all recyclable materials collected under this Contract to the designated facility identified as Waste Management of Wisconsin, Inc. MRF located at W132N10487 Grant Dr. Germantown, WI 53022
2. Delivery Protocol. Contractor shall coordinate delivery times with the County and the MRF operator (i.e., Waste Management of Wisconsin, Inc.) to maximize efficiencies at the truck scale and tip floor and minimize traffic back-ups. For all recyclable deliveries to the MRF, Contractor shall comply with the County Protocol, which is subject to periodic updates to meet the stated intent.
3. Record Keeping and Reports. Contractor shall keep records and provide all requested data and reports to the County as needed to administer the IGA and maintain compliance with applicable state or local codes, program rules, and the protocol for delivery of recyclables to the MRF. This includes, but is not limited to, providing up-to-date information on haul routes, collection days and times, and vehicles used to collect recyclables.
4. Alternate Processing. In the event the MRF is unable to accept recyclables the Contractor shall deliver recyclable materials to an alternate location for a designated time, as directed by the County.

City of Pewaukee - New Agenda Item

Agenda Language:

Discussion and Possible Action to Approve **Resolution 26-03-07** Establishing April 24, 2026 as Arbor Day [Wagner]

Sub Item Agenda Language:

Background Provided By:

Magdelene Wagner

Background:

The Public Works Committee and the Common Council directed Staff to pursue a Tree City Designation for the Community. Staff is working to obtain the designation. To maintain the designation, the four standards must be met.

As a summary, to obtain this designation, the City has to meet four overarching standards.

Standard 1 - Maintain a Tree Board or Department. The City designated the Public Works Committee as the tree board.

Standard 2 - Have a Community Tree Ordinance.

Standard 3 - Spend \$2 per capita on Forestry.

Standard 4 - Celebrate Arbor Day

This proclamation resolution is part of Standard 4. Staff will also be planting a tree to meet this standard. The location and date has yet to be finalized.

Fiscal Impact:

Recommended Motion:

Council approve the resolution proclaiming April 24, 2026 as Arbor Day in the City of Pewaukee.

**RESOLUTION 26-03-07
PROCLAMATION TO CELEBRATE
ARBOR DAY FOR THE CITY OF PEWAUKEE**

WHEREAS, In 1972, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and beautify our community, and

NOW, THEREFORE, BE IT HEREBY RESOLVED: That the Common Council of the City of Pewaukee do hereby proclaim April 24, 2026 as ARBOR DAY and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands. Further, the City of Pewaukee urge all citizens to plants trees and promote the well-being of this and future generations.

ADOPTED THIS 16th Day of March, 2026.

CITY OF PEWAUKEE

Steve Bierce, Mayor

ATTEST:

Kelly Tarczewski, Clerk/Treasurer

City of Pewaukee - New Agenda Item

Agenda Language:

Discussion and Possible Action Regarding Prospect Avenue Pedestrian Crossing.
[Wagner]

1. Adopt Resolution **26-03-08** City of Pewaukee Authorization to Enter Into An Agreement With Waukesha County Public Works Department.
2. Approve the Two-Party Agreement Between Waukesha County and City of Pewaukee for Rectangular Rapid Flashing Beacons, Advanced Warning Pedestrian Crossing Signs, and Crosswalk Pavement Marking.

Sub Item Agenda Language:

Background Provided By:

Magdelene Wagner

Background:

As part of the Bike and Pedestrian plan, a pedestrian crossing was planned to be located near the intersection of Prospect Avenue (CTH SS) and Oak Street to allow safe crossing from the residential neighborhood north of Prospect Avenue to Nettesheim Park.

The County is planning on repaving Prospect Avenue (CTH SS) in 2026. Staff has been coordinating with the County to accommodate the access. The County has agreed to install the required signage to warn vehicular traffic of the crossing. The City will be install some concrete sidewalk/ADA ramps and stripe the roadway. The City will be responsible for the maintenance and cost associated with this crossing.

The agreement outlines the responsibilities for the crossing.

Staff is recommending the approval of the agreement and the resolution for this project.

Fiscal Impact:

The 2026 budget has \$60,000 for this project.

Recommended Motion:

Council approve the resolution and agreement.

TWO PARTY AGREEMENT

**Between
Waukesha County
and the
City of Pewaukee**

for

RECTANGULAR RAPID FLASHING BEACONS (RRFB), ADVANCED WARNING PEDESTRIAN CROSSING SIGNS, AND CROSSWALK PAVEMENT MARKING

This Agreement, made and entered into between Waukesha County, by the Department of Public Works ("DEPARTMENT"), and the City of Pewaukee ("CITY"), provides for the purchase, installation, maintenance, and ownership of Rectangular Rapid Flashing Beacons ("RRFBs"), advanced warning pedestrian crossing signs, and crosswalk pavement marking along Prospect Avenue near the Oak Street/Prospect Avenue intersection.

WHEREAS, the CITY and the DEPARTMENT agree that enhanced safety measures at the pedestrian crossing of Prospect Avenue and Oak Street would benefit the CITY; and

WHEREAS, the parties agree to enter into a mutually beneficial agreement to install, maintain, repair, and replace the RRFBs, advanced warning pedestrian crossing signs, and crosswalk pavement marking; and

WHEREAS, the DEPARTMENT requires the CITY to maintain, repair, and own the RRFBs, advanced warning pedestrian crossing signs, and crosswalk pavement marking and associated equipment including signs, solar panels, batteries, bulbs, LED panels, and wiring; and

THEREFORE, the parties agree to the responsibilities related to the purchase, installation, maintenance, and ownership of the RRFBs, advanced warning pedestrian crossing signs, and crosswalk pavement marking and to the funding of the signs as described below:

RESPONSIBILITIES

The CITY shall:

1. Select and purchase the RRFBs and advanced warning pedestrian crossing signs to be utilized along with the necessary supplies and pay all actual purchase costs.
2. Own and bear all future maintenance responsibilities and liabilities for the RRFBs and advanced warning pedestrian crossing signs upon completion of installation.
3. Enact a Resolution by the CITY common council approving and entering this Agreement with these provisions and provide a copy to the DEPARTMENT.
4. Designate a representative to act for the CITY to administer this agreement and notify the DEPARTMENT of the name and contact information of the representative..

The DEPARTMENT shall:

Install the RRFBs, advanced warning pedestrian crossing signs, and crosswalk pavement marking at no installation cost to the CITY. The DEPARTMENT shall provide the CITY with written notice of the date when installation has been completed.

OTHER TERMS

1. Assignment: The parties agree that there shall be no assignment or transfer of this Agreement nor of any interests, rights or responsibilities contained herein without a written amendment signed by both parties.
2. Amendment: The parties, by mutual consent, may amend this Agreement in writing at any time.
3. Severability: If any provision of this Agreement is held invalid under any applicable law, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision and, to this end, the provisions hereof are severable.

APPROVAL

THIS AGREEMENT will be effective on the date of the DEPARTMENT's signature, which is the Effective Date of this agreement.

CITY
City of Pewaukee

DEPARTMENT
Waukesha County

By: _____

By: Allison Bussler

Title: _____

Title: Director of Department of Public Works

Date: _____

Date: _____

Address for CITY:

Address for DEPARTMENT:

City of Pewaukee
Attn: Director of Public Works
W240N3065 Pewaukee Road
Pewaukee, WI 53072

Waukesha County Department of Public Works
515 W. Moreland Blvd Room AC 210
Waukesha, WI 53188



Legend

--- = Right Of Way Lines

*Note: Right Of Way lines are approximate and based off Waukesha County GIS Mapping Tool

**Pedestrian Crossing
Recommended Improvements**

Exhibit
6

**RESOLUTION 26-03-08
CITY OF PEWAUKEE AUTHORIZATION TO ENTER INTO AN AGREEMENT
WITH WAUKESHA COUNTY PUBLIC WORKS DEPARTMENT**

WHEREAS, Wis. Stat. §66.0301(2) authorizes municipalities to enter into agreements with other governmental units; and

WHEREAS, the City of Pewaukee (“City”) and the Waukesha County Department of Public Works agree that enhanced safety measures along Prospect Avenue near Nettesheim Park would benefit the City, and

WHEREAS, the City has reviewed and considered a proposed Agreement with the Waukesha County Department of Public Works for the purchase, installation, maintenance, and ownership of the Rectangular Rapid Flashing Beacons (RRFB), advanced warning pedestrian crossing signs, and crosswalk pavement marking located in City of Pewaukee along Prospect Avenue near the Oak Street/Prospect Avenue intersection, and

WHEREAS, the proposed Agreement requires the City to maintain, repair, and own the RRFB, advanced warning pedestrian crossing signs, and crosswalk pavement marking and associated equipment, including signs, solar panels, batteries, bulbs, LED panels, and wiring, and

WHEREAS, , under the proposed Agreement, the City would assume ownership and responsibility of the RRFB, advanced warning pedestrian crossing signs, and crosswalk pavement marking along Prospect Avenue near the Oak Street/Prospect Avenue intersection, and

NOW, THEREFORE, BE IT HEREBY RESOLVED: the City of Pewaukee Common Council hereby approves the proposed Agreement and enters into the Agreement with the Waukesha County Department of Public Works to assume ownership and responsibility of the Rectangular Rapid Flashing Beacons (RRFB), advanced warning pedestrian crossing signs, and crosswalk pavement marking located in City of Pewaukee along Prospect Avenue near the Oak Street/Prospect Avenue intersection.

ADOPTED THIS 16th Day of March, 2026.

CITY OF PEWAUKEE

Steve Bierce, Mayor

ATTEST:

Kelly M. Tarczewski, Clerk/Treasurer