



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

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

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

1. Call to Order and Pledge of Allegiance
2. Public Hearing
 - 2.1 **PUBLIC HEARING**, Discussion, and Possible Action Regarding Glenwood Lane Road Reconstruction Project [Wagner]
 2. Approve the Preliminary Engineers Report
 3. Award the Glenwood Lane Road Reconstruction Project to the Lowest Qualified Bidder, Musson Brothers, Inc., in the Amount of \$1,479,109.76.
3. 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.
4. Consent Agenda
 - 4.1 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]
 - 4.2 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]
 - 4.3 Approve Accounts Payable Listings [Tarczewski]
 1. Originally Submitted for the March 16, 2026 Meeting
 2. Submitted for the April 6, 2026 Meeting
 - 4.4 Approve the Appointment of Kellen Ibiza as the New Agent at The Waters [Tarczewski]
5. New Business
 - 5.1 Discussion and Possible Action Regarding the Request of the Pewaukee Public Library to Fund a Portion of the Flat Roof Replacement in the Amount Not to Exceed \$26,960. [Champe]
 - 5.2 Discussion and Possible Action Regarding **Ordinance 26-02** Modifying Park Rule to Allow Dogs at City Parks (*First Reading*) [Phalin].
 - 5.3 Discussion and Possible Action Regarding the Baker Tilly Engagement Letter for Auditing Services Covering 2025 through 2029 [Klein]
 - 5.4 Discussion and Possible Action to Take Funds from the Contingency Account to Refurbish the Old Fire Station on Green Road to House the Water and Sewer Utility Crew [Klein]

5.5 Discussion and Possible Actions Regarding the Contract Changes to the Advisory Lake Patrol Committee as Requested by the Town of Delafield [Reinbold / Tarczewski]

6. Engineering

6.1 Discussion and Possible Action Regarding the Intergovernmental Agreement Between the City of Pewaukee and Waukesha County Regarding the Municipal Recycling Dividend Program. [Wagner]

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

6.3 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.

7. Storm Water Utility

7.1 Discussion and Possible Action Regarding the 2025 Annual Municipal Separate Storm Sewer System (MS4) Permit Report. [Wagner]

8. Water & Sewer Utility

8.1 Discussion and Possible Action Regarding Village of Lisbon Request for Municipal Water Service to a Targeted Service Area [Wagner]

9. 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.

10. 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:

- For deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session pursuant to §19.85(1)(e) specifically regarding Meadowbrook Trail Property Acquisition.
- For conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved pursuant to §19.85(1)(g); specifically to be discussed is the Excessive Assessment Claim by BMO Harris
- For considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility pursuant to §19.85(1)(c); specifically to be discussed are City Department Head(s).

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.

11. Adjournment

Kelly Tarczewski
Clerk/Treasurer

April 2, 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.

City of Pewaukee - New Agenda Item

Agenda Language:

Public Hearing, Discussion, and Possible Action Regarding Glenwood Lane Road Reconstruction Project: [Wagner]

1. Public Hearing
2. Approve the Preliminary Engineers Report
3. Award the Glenwood Lane Road Reconstruction project to the lowest qualified bidder, Musson Brothers, Inc., in the amount of \$1,479,109.76.

Sub Item Agenda Language:

Background Provided By:

Magdelene Wagner

Background:

In 2025 and as part of the 2026 budget, the Common Council authorized the road rehabilitation project for the Glenwood Lane Subdivision.

This road reconstruction includes Glenwood Lane from Springdale Road (CTH SR) northerly to Ridgewood Lane. The PASER rating of all these roads is 3. Recall that PASER ratings are rated from 1 to 10 with 10 being a newly paved road. Included in the packet are a few pictures of the roadway.

The project consists of removing all the existing asphalt and curb and gutter, repair any unstable roadway base, undercut any unstable subgrade, place new curb and gutter, and place new asphalt. In addition, water valves and hydrants, sanitary sewer manholes, and storm sewer inlets, manholes, and piping will be repaired as part of the project. The curb in this area was determined to be in need of entire replacement due to age, condition, and lack of proper drainage. In reviewing the project, there was very little curb that could be saved along this project route. As part of the project, we will be adding additional inlets to promote better drainage. In addition, since the entire curb is being replaced, we have increased the slope on the roadway slightly to promote better drainage along the length of the project. The large culvert crossing in Glenwood Lane near Springdale Road is also being replaced due to its deteriorating condition. It will be replaced with concrete box culverts.

The project public information meeting (PIM), held on December 9, 2025 at City Hall, was well attended by the residents. Included in the packet is the PIM handout which is a summary of the project.

The project was publicly bid in accordance with all State regulations. The project had 3 bids ranging from a low bid of \$1,479,109.76 to a high bid of \$2,075,227.50. Musson Brothers, Inc. was the low bid. We have worked with them in the past and have no

objections to awarding this contract to the low bidder. See attached bid summary and recommendation of award.

Since 1984, the City has assessed road and curb and gutter projects to the benefited properties with their address or driveway or public access on the roadway being paved. Each road and curb assessment is capped for all residential properties at the rate of \$3,411 (2026) and \$1,079 (2026) cap for lowland/conservancy lots.

Assessments are allowed to be calculated one of three ways: front footage, acreage, or unit. The analysis was completed using all three methods, and it was determined the unit was the most fair and equitable for the assessment district. With the cul-de-sacs and corner lots, the differences in the front footage do not equitably distribute the cost. There are several properties that have significant acreage with only one residential home so it also did not equitably distribute the cost. The unit appeared to be the most fair and equitable since all properties within the assessment district have one home, are expected to have the same use on the system, and are zoned the same. This method was selected for the assessing method.

The Preliminary Engineers Report was compiled using the bids and assessment notices were mailed to the affected properties. The road assessment is \$17,049.48 per unit which is capped at \$3,411 per unit (20% of the cost). The curb assessment is \$3,622.10 per unit which is capped at \$3,411 per unit (94% of the cost). The total assessment per unit is \$6,822 (33% of the total assessable project cost).

The City of Pewaukee allows assessments to be paid over 10 years with any unpaid balance accruing simple, annual interest. The assessments will be finalized after the project is complete and closed out. At which time the final resolution would be passed by the Council levying the final assessment values. Properties will have the option to pay the assessment in full (avoiding all interest charges) by October 31st of the year the final resolution is sent to the affected parcels or it will automatically begin a 10-year payment plan which is a special charge on the annual tax bill and interest accrues on any unpaid balance. The interest rate will be determined by the 2026 borrowing.

Access will be maintained, but residents should expect delays during the construction. Driveways will be ramped for access. When curb repairs are completed at driveways, a portion of the driveway required to support the curb replacement will be replaced in kind (Concrete = concrete; asphalt = asphalt). Access will be maintained unless otherwise coordinated with the homeowner. Any impediments (landscaping, lighting, sprinkler systems, dog fences, etc.) within the City's right of way will need to be marked or removed prior to construction. This residential neighborhood has private yard lights which are located near the back of the curb and gutter. A condition assessment of the lights has been completed. The City will not be responsible for lights in disrepair prior to construction.

Fiscal Impact:

The total cost of the project is the construction cost, engineering, administration and

contingency. The construction cost is estimated at \$1,479,109.76. The engineering, administration and contingency is estimated at \$443,732.93. The total estimated cost of the project is \$1,922,842.69 and is split into the following budgets.

City: The project cost allocated to the City for road and curb is \$1,012,907.31. The 2026 Budget is \$1,000,000. The City will be borrowing in 2026 and will increase the borrowing for this project..

Storm Water Utility: The project cost allocated to the SWU is \$793,424.97. The 2026 Budget is \$1,000,000 and is adequate for this project.

Water Utility: The project cost allocated to the WU is \$54,732.38. The 2026 Budget is \$212,100 and \$115,000 and is adequate for this project.

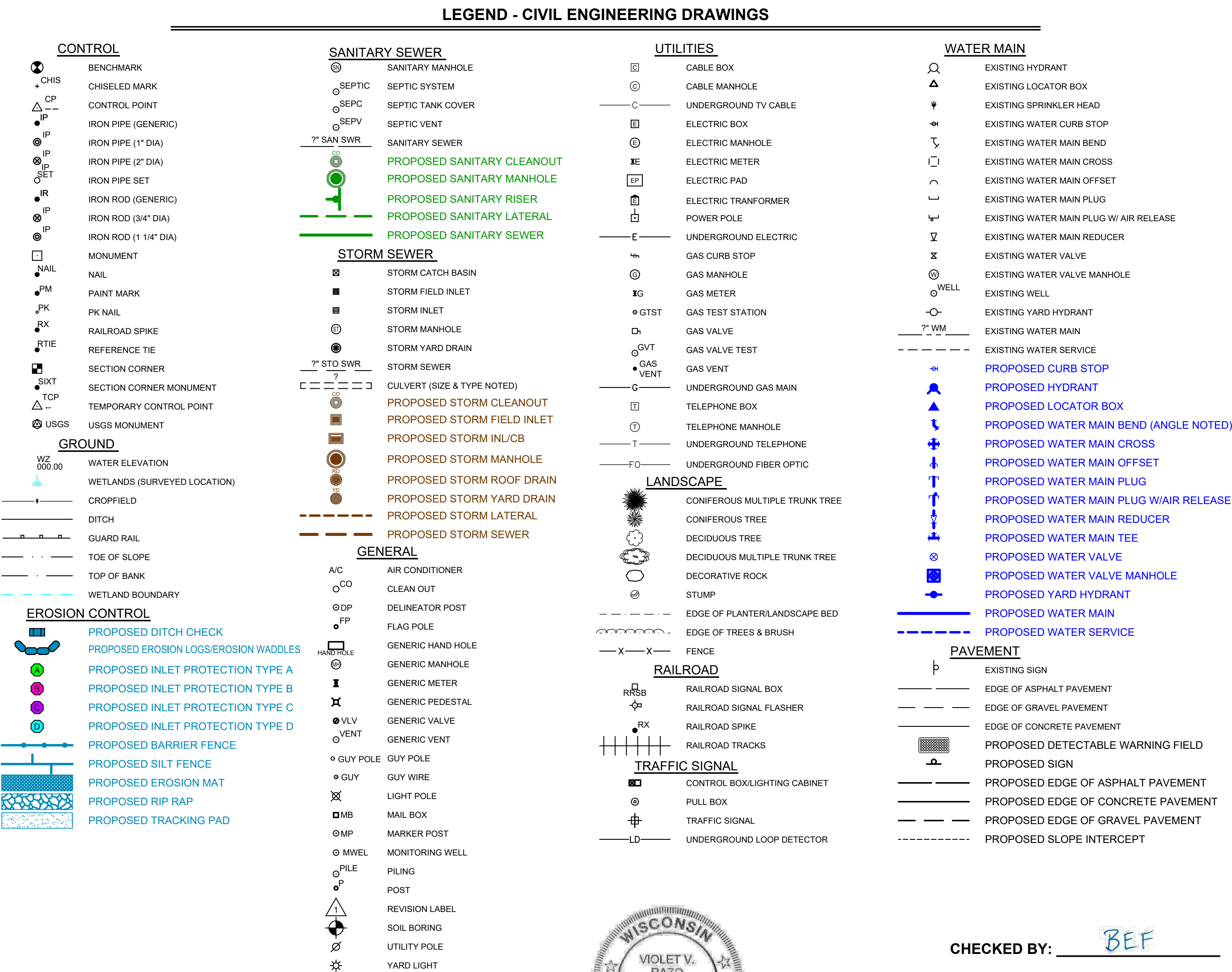
Sewer Utility: The project cost allocated to the SU is \$61,778.03. The 2026 Budget is \$315,000 and is adequate for this project.

Recommended Motion:

Council approve the Preliminary Engineers Report and award the Glenwood Lane Road Reconstruction project to the lowest qualified bidder, Musson Brothers, Inc., in the amount of \$1,479,109.76.



CITY PROJECT NUMBER: 2026.002.E
CITY OF PEWAUKEE
WAUKESHA COUNTY, WISCONSIN



ORIGINAL PLAN SET
IS IN COLOR

CHECKED BY: BEF



aukesha • Kenosha • Madison

Global Water Center • Fox Valley

www.ruekertmielke.com

PROJECT NUMBER: 26-10174.200



















1. Project Overview

The City of Pewaukee is in the design process of the Glenwood Lane reconstruction project. The project includes the reconstruction of the existing asphalt pavement, concrete curb and gutter replacement, and underground utility improvements. The reconstruction area includes:

- Glenwood Lane from Springdale Road to Ridgewood Lane/Court
- Intersections at Meadowood Court, Briarwood Lane, Cedarwood Court, Elmwood Drive, and Ridgewood Court.

2. Anticipated Project Schedule

- Design – Fall/Winter 2025
- Bidding – Early 2026
- Construction Start – mid-June 2026 (after the school year is finished)
- Project Completion – late August 2026

3. Typical Construction Sequence

- Underground utility repairs (storm and sanitary sewer, utility structures)
 - The scope of the utility repairs is still under review.
 - Repairs may include replacement of pipe sections, pipe lining, utility structure repair, and grade adjustments, etc.
- Removal of existing asphalt pavement
- Removal of existing concrete curb and gutter
- Prepare road base and replace failed base areas
- Replace concrete curb and gutter and driveways impacted by the curb replacement
- Grade and shape new road base
- Place asphalt binder and surface course
- Restore disturbed lawn areas with topsoil, seed, and erosion mat

4. Resident Impacts

- Road Closures: temporary closures and detours will be clearly marked.
- Work Hours: Monday through Friday, 7:00 am to 7:00 pm, or dusk, whichever is earlier. No work on legal holidays. Weekend work only with the City's approval.
- Subdivision Access: will always be provided at one or more of the below locations. If a long-term closure to one of the access points is needed, detour route signage will be posted.
 - Glenwood Lane (north) off of Springdale Road.
 - Glenwood Lane (south) off of Springdale Road.
 - Elmwood Drive off of North Avenue (CTH M).
- Driveway Access: may be temporarily restricted during curb installation and asphalt paving.
- Construction Access: will only be allowed from Glenwood Lane (south entrance) from Springdale Road.
- Garbage: pickup is not anticipated to be impacted. Any changes will be communicated.
- Mail: pickup locations may shift, if needed. Any changes will be communicated.
- Parking: on-street parking may be limited. Alternative options will be communicated.
- Noise & Dust: expect typical construction disturbances. Mitigation efforts will be in place.

5. Additional information

- Landscaping and Erosion Control: Lawns will be restored to their pre-construction condition. To ensure proper grass growth and maintain the project warranty, all erosion control and restoration products must remain in place.
- Private Utilities: Property owners will be required to locate any private underground lines (invisible fence, irrigation system, streetlights, etc.). Additional information will be communicated at time of construction.
- For segments of curb to be replaced, landscaping items, including rocks, paving bricks, and plants, within 1 foot of the back of the curb will have to be removed before construction.

6. Communication

- **Project Updates:** Updates will be posted on the City's website.
- **Contact Info:**
 - City of Pewaukee: Michaelis Gabbey, P.E. - gabbey@pewaukee.wi.us
 - Ruekert & Mielke, Inc.: Violet Razo, P.E. - vrazo@ruekert-mielke.com

February 27, 2026

Ms. Magdelene J. Wagner, P.E.
Director of Public Works
City of Pewaukee
W240 N3065 Pewaukee Road
Pewaukee, WI 53072

RE: Glenwood Lane Reconstruction
Project 2026.002.E

Dear Ms. Wagner:

Bids for the above project were opened on February 26, 2026 at 10:00 AM at Pewaukee City Hall, W240N3065 Pewaukee Road, Pewaukee, WI 53072 and were as follows:

	BIDDER	BASE BID	MANDATORY ALTERNATE
1.	Musson Brothers Inc.	\$1,449,109.76	\$30,000.00
2.	Vinton Construction	\$1,526,149.34	\$9,200.80
3.	Zignego Company, Inc.	\$2,061,227.50	\$14,000.00

We reviewed the documentation submitted by the apparent low bidder and found that:

1. The Bid Form has been appropriately completed.
2. We have no objections to the low bidder, nor to the proposed major subcontractors and suppliers.
3. Low bidder has successfully completed similar projects over the last few years.

On these bases, we recommend that Musson Brothers Inc. be awarded the Glenwood Lane Reconstruction contract, in the amount of \$1,479,109.76. This amount is based on the bid unit prices and estimated quantities. Actual quantities, and therefore the final contract price, may vary. On all construction projects, and especially complex ones like this, unpredictable factors may increase the final contract amount. For this reason we recommend that the City of Pewaukee include a 10 percent contingency when preparing the financial plan for this work.

Our review did not include an evaluation of bidder's current financial condition nor of their permanent safety program.

Should you decide to accept our recommendation, we have prepared the enclosed Notice of Award for your use. After City's approval has been received, please have the appropriate official sign where indicated and forward a signed copy of the Notice of Award to our office. We will then fill in the date at the top of page one and forward it, with contracts for execution, to the Contractor. One fully completed Notice of Award will be returned to you for your records.

Bids remain subject to acceptance until April 27, 2026, unless Bidder agrees to an extension. Please advise us of your award decision, or call if there are any questions.

Letter to Ms. Magdelene Wagner
Recommendation of Award
February 27, 2026
Page 2

Respectfully,

RUEKERT & MIELKE, INC.



Violet V. Razo, P.E. (WI)
Project Manager
vrazo@ruekert-mielke.com

VVR:acI

Encl: Notice of Award
Bid Summary
Bid Tabulation

cc: Michaelis Gabbey, P.E., City of Pewaukee
Brennen E. Fischer, P.E., CFM, Ruekert & Mielke, Inc.

NOTICE OF AWARD

	Date of Issuance:	_____
	Owner:	City of Pewaukee
Contract: Glenwood Lane Reconstruction	Owner's Contract No.:	2026.002.E
Bidder: Musson Brothers Inc.	Engineer:	Ruekert & Mielke, Inc.
Address: 1522 Pearl Street	Engineer's Project No.:	26-10174.200
Waukesha, WI 53186		

TO BIDDER:

You are notified that your Bid dated February 26, 2026 for the above Contract has been accepted by Owner and you are the Successful Bidder and are awarded a Contract for:

Glenwood Lane Reconstruction
Project 2026.002.E

The Contract Price of your Contract is: \$ 1,479,109.76

Two (2) copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award, or have been transmitted or made available to Bidder electronically.

Two (2) sets of the Drawings will be delivered separately, or otherwise made available to Bidder electronically.

Bidder must comply with the following conditions precedent within 15 days of the date of issuance of this Notice of Award:

1. Deliver to Engineer one (1) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Agreement the Performance Bond, Payment Bond as specified in the Instructions to Bidders (Article 21), General Conditions (Paragraph 6.01), and Supplementary Conditions (Paragraph SC-6.01).
3. Deliver with the executed Agreement certificates and other evidence of insurance as specified in the General Conditions (Article 6) and the Supplementary Conditions modifying Article 6 of the General Conditions.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Engineer will return to you one fully executed counterpart of the Agreement.

Owner:	_____ CITY OF PEWAUKEE _____
Signature:	_____ Authorized Signature _____
Title:	_____
Date:	_____

Copy: Engineer

BID SUMMARY

Glenwood Lane Reconstruction (Project 2026.002.E)

City of Pewaukee – Waukesha, Wisconsin

Bids Open: February 26, 2026 | 10:00 A.M.

CONTRACTOR	BID BOND	ADD #1	BASE BID	MANDATORY ALTERNATE A
Zignego Company, Inc.	X	X	\$2,061,227.50	\$14,000.000
Musson Brothers Inc.	X	X	\$1,449,109.76	\$30,000.00
Vinton Construction	X	X	\$1,526,149.34	\$9,200.00

APPARENT LOW BID:	\$1,449,109.76
APPARENT LOW BIDDER:	Musson Brothers Inc.

RUEKERT & MIELKE, INC.
W233 N2080 Ridgeview Parkway
Waukesha, WI 53188-1020

COST COMPARISON OF BIDDERS

OWNER: City of Pewaukee
PROJECT: Glenwood Lane Reconstruction
BID OPENING DATE: February 26, 2026

BASE BID				MUSSON BROTHERS INC.		VINTON CONSTRUCTION		ZIGNEGO COMPANY, INC.	
ITEM #	ITEM DESCRIPTION	UNIT	QTY.	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL
1	Mobilization	L.S.	1	\$80,774.58	\$80,774.58	\$105,000.00	\$105,000.00	\$101,000.00	\$101,000.00
2	Traffic Control	L.S.	1	\$7,950.00	\$7,950.00	\$10,000.00	\$10,000.00	\$5,600.00	\$5,600.00
3	Inlet sediment guards Type "D"	EA.	25	\$69.50	\$1,737.50	\$69.50	\$1,737.50	\$85.00	\$2,125.00
4	Inlet sediment guards Type "B"	EA.	13	\$35.50	\$461.50	\$35.50	\$461.50	\$50.00	\$650.00
5	Silt fence	L.F.	1,050	\$1.89	\$1,984.50	\$1.89	\$1,984.50	\$1.95	\$2,047.50
6	Dust control using water (Ordered by Engineer)	1,000 GAL	5	\$100.00	\$500.00	\$50.00	\$250.00	\$300.00	\$1,500.00
7	Clearing and grubbing	S.Y.	300	\$20.20	\$6,060.00	\$19.00	\$5,700.00	\$20.00	\$6,000.00
8	Tree removal on Meadowood Lane	I.D.	6	\$50.50	\$303.00	\$50.00	\$300.00	\$50.00	\$300.00
9	Full depth saw cut pavement	L.F.	1,200	\$3.00	\$3,600.00	\$2.75	\$3,300.00	\$1.95	\$2,340.00
10	Construct roadway to subgrade	L.S.	1	\$202,832.64	\$202,832.64	\$170,000.00	\$170,000.00	\$158,000.00	\$158,000.00
11	3/4-inch Crushed limestone T.B. base aggregate	TON	350	\$21.29	\$7,451.50	\$17.67	\$6,184.50	\$70.00	\$24,500.00
12	1 1/4-inch Crushed limestone T.B. base aggregate	TON	6,200	\$16.15	\$100,130.00	\$17.67	\$109,554.00	\$23.12	\$143,344.00
13	Excavation below subgrade	C.Y.	1,500	\$22.34	\$33,510.00	\$27.50	\$41,250.00	\$35.00	\$52,500.00
14	Excavation below subgrade backfill	TON	3,000	\$16.37	\$49,110.00	\$22.11	\$66,330.00	\$33.60	\$100,800.00
15	Geo-grid subgrade stabilization material	S.Y.	4,350	\$5.38	\$23,403.00	\$7.01	\$30,493.50	\$5.00	\$21,750.00
16	3 1/4-inch Asphaltic concrete binder course	TON	1,700	\$62.20	\$105,740.00	\$62.20	\$105,740.00	\$62.20	\$105,740.00
17	1 3/4-inch Asphaltic concrete surface course	TON	920	\$67.00	\$61,640.00	\$67.00	\$61,640.00	\$67.00	\$61,640.00
18	Tack coat	GAL	610	\$1.00	\$610.00	\$1.00	\$610.00	\$1.00	\$610.00
19	3-inch Asphaltic concrete driveway replacement	S.F.	3,350	\$5.00	\$16,750.00	\$6.50	\$21,775.00	\$5.00	\$16,750.00
20	6-inch Concrete approach removal and replacement	S.F.	4,600	\$10.00	\$46,000.00	\$11.71	\$53,866.00	\$14.53	\$66,838.00
21	30-inch Mountable concrete curb and gutter replacement	L.F.	5,400	\$24.00	\$129,600.00	\$22.61	\$122,094.00	\$37.93	\$204,822.00
22	30-inch HES driveway concrete curb and gutter replacement	L.F.	1,300	\$33.00	\$42,900.00	\$45.19	\$58,747.00	\$52.92	\$68,796.00
23	8-inch water main relay with slurry backfill	L.F.	62	\$861.56	\$53,416.72	\$411.00	\$25,482.00	\$1,000.00	\$62,000.00
24	24-inch steel casing pipe	L.F.	20	\$425.05	\$8,501.00	\$737.79	\$14,755.80	\$900.00	\$18,000.00
25	Water main insulation	L.F.	20	\$33.75	\$675.00	\$75.55	\$1,511.00	\$60.00	\$1,200.00
26	3'x6' Precast box culvert	L.F.	120	\$1,005.48	\$120,657.60	\$965.16	\$115,819.20	\$2,000.00	\$240,000.00
27	Precast box culvert endwall	EA.	2	\$21,362.30	\$42,724.60	\$22,290.30	\$44,580.60	\$30,000.00	\$60,000.00
28	Removal of unsuitable foundation material and backfill for under precast box culvert	C.Y.	10	\$101.51	\$1,015.10	\$110.23	\$1,102.30	\$1,100.00	\$11,000.00
29	Salvage and reinstall streambed	L.S.	1	\$2,866.26	\$2,866.26	\$7,600.00	\$7,600.00	\$10,000.00	\$10,000.00
30	Flow bypassing for box culvert installation	L.S.	1	\$5,500.00	\$5,500.00	\$22,350.00	\$22,350.00	\$30,000.00	\$30,000.00
31	Medium riprap	TON	30	\$80.09	\$2,402.70	\$108.42	\$3,252.60	\$400.00	\$12,000.00
32	12-inch Storm sewer CL V with slurry backfill	L.F.	163	\$135.15	\$22,029.45	\$146.72	\$23,915.36	\$170.00	\$27,710.00
33	Remove and replace 12-inch Storm sewer CL V with slurry backfill	L.F.	25	\$138.99	\$3,474.75	\$143.03	\$3,575.75	\$275.00	\$6,875.00
34	Remove and replace 15-inch Storm sewer CL IV with slurry backfill	L.F.	24	\$141.20	\$3,388.80	\$151.75	\$3,642.00	\$300.00	\$7,200.00
35	Remove and replace 36-inch Storm sewer CL III with slurry backfill	L.F.	32	\$339.14	\$10,852.48	\$371.13	\$11,876.16	\$600.00	\$19,200.00
36	8-inch PVC sump pump line Sondes location	EA.	3	\$505.61	\$1,516.83	\$324.43	\$973.29	\$1,500.00	\$4,500.00
37	8-inch PVC sump pump line	L.F.	36	\$115.86	\$4,170.96	\$128.93	\$4,641.48	\$100.00	\$3,600.00
38	Storm inlet	EA.	8	\$2,996.91	\$23,975.28	\$2,928.47	\$23,427.76	\$4,000.00	\$32,000.00
39	60-inch Storm sewer manhole	EA.	1	\$7,100.34	\$7,100.34	\$11,885.34	\$11,885.34	\$12,000.00	\$12,000.00
40	72-inch Storm sewer manhole	EA.	4	\$6,953.70	\$27,814.80	\$11,505.71	\$46,022.84	\$27,500.00	\$110,000.00
41	84-inch Storm sewer manhole	EA.	1	\$12,819.90	\$12,819.90	\$17,193.42	\$17,193.42	\$30,250.00	\$30,250.00
42	Remove and replace inlet casting	EA.	13	\$827.78	\$10,761.14	\$1,275.80	\$16,585.40	\$1,400.00	\$18,200.00
43	Tuckpoint storm structure	EA.	8	\$155.86	\$1,246.88	\$240.00	\$1,920.00	\$650.00	\$5,200.00
44	Storm structure - Chimney ring replacement	V.I.	54	\$214.73	\$11,595.42	\$96.30	\$5,200.20	\$205.00	\$11,070.00
45	Storm structure - Replace bench flowline	EA.	2	\$311.72	\$623.44	\$925.00	\$1,850.00	\$2,500.00	\$5,000.00
46	Storm structure - Adjust frame into alignment	EA.	1	\$674.84	\$674.84	\$520.00	\$520.00	\$400.00	\$400.00
47	Sanitary Manhole - Chimney ring replacement	V.I.	30	\$187.63	\$5,628.90	\$69.33	\$2,079.90	\$200.00	\$6,000.00
48	Sanitary Manhole - Install riser section	V.I.	44	\$75.81	\$3,335.64	\$103.64	\$4,560.16	\$245.00	\$10,780.00
49	Sanitary Manhole - Adjust frame to grade	EA.	5	\$100.00	\$500.00	\$520.00	\$2,600.00	\$850.00	\$4,250.00
50	Sanitary Manhole - Install internal/external chimney seal	EA.	14	\$696.29	\$9,748.06	\$560.00	\$7,840.00	\$950.00	\$13,300.00
51	Sanitary Manhole - Replace frame and lid	EA.	14	\$884.63	\$12,384.82	\$953.50	\$13,349.00	\$1,800.00	\$25,200.00
52	Remove and replace water valve box top section	EA.	1	\$666.02	\$666.02	\$1,542.43	\$1,542.43	\$850.00	\$850.00
53	Remove and replace water service curb box	EA.	6	\$1,030.88	\$6,185.28	\$738.83	\$4,432.98	\$2,350.00	\$14,100.00
54	Straighten 1-inch water service curb box	EA.	1	\$159.13	\$159.13	\$386.00	\$386.00	\$850.00	\$850.00
55	Straighten water valve box	EA.	2	\$478.29	\$956.58	\$546.21	\$1,092.42	\$850.00	\$1,700.00
56	Replace water valve operation nut	EA.	1	\$1,220.58	\$1,220.58	\$5,641.45	\$5,641.45	\$5,000.00	\$5,000.00
57	Televised Sewer Pipe Cleaning and Inspection	L.F.	14	\$73.68	\$1,031.52	\$70.00	\$980.00	\$70.00	\$980.00

COST COMPARISON OF BIDDERS

OWNER: City of Pewaukee
PROJECT: Glenwood Lane Reconstruction
BID OPENING DATE: February 26, 2026

BASE BID				MUSSON BROTHERS INC.		VINTON CONSTRUCTION		ZIGNEGO COMPANY, INC.	
ITEM #	ITEM DESCRIPTION	UNIT	QTY.	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL
58	12-inch Diameter CIPP lining	L.F.	144	\$92.10	\$13,262.40	\$87.50	\$12,600.00	\$87.50	\$12,600.00
59	21-inch Diameter CIPP lining	L.F.	52	\$278.94	\$14,504.88	\$265.00	\$13,780.00	\$265.00	\$13,780.00
60	15-inch Diameter CIPP segment lining	L.F.	3	\$1,526.28	\$4,578.84	\$1,450.00	\$4,350.00	\$1,450.00	\$4,350.00
61	27-inch Diameter CIPP segment lining	L.F.	15	\$1,973.64	\$29,604.60	\$1,875.00	\$28,125.00	\$1,875.00	\$28,125.00
62	Topsoil, seed, fertilizer and erosion mat (non-channel)	S.Y.	2,500	\$10.10	\$25,250.00	\$6.10	\$15,250.00	\$7.95	\$19,875.00
63	Topsoil, seed, fertilizer and erosion mat (channel)	S.Y.	200	\$19.75	\$3,950.00	\$19.75	\$3,950.00	\$7.95	\$1,590.00
64	Pavement marking, paint, 18" white stop bar	L.F.	18	\$105.00	\$1,890.00	\$105.00	\$1,890.00	\$105.00	\$1,890.00
65	Remove and reinstall mailboxes	EA.	50	\$160.00	\$8,000.00	\$160.00	\$8,000.00	\$65.00	\$3,250.00
66	Remove and reset fence	L.F.	20	\$80.00	\$1,600.00	\$50.00	\$1,000.00	\$85.00	\$1,700.00
67	Repair Sprinkler System if Ordered by Engineer	EA.	3	\$100.00	\$300.00	\$1,000.00	\$3,000.00	\$1,000.00	\$3,000.00
68	Repair Dog Fence if Ordered by Engineer	EA.	3	\$500.00	\$1,500.00	\$1,000.00	\$3,000.00	\$1,000.00	\$3,000.00
TOTAL OF ALL BID PRICES (ITEMS 1 - 68)					\$1,449,109.76		\$1,526,149.34		\$2,061,227.50
MANDATORY ALTERNATE A - WATER VALVE BOX REPLACEMENT									
MA-A1	Water valve box top and middle section replacement	EA.	5	\$2,500.00	\$12,500.00	\$873.66	\$4,368.30	\$1,000.00	\$5,000.00
MA-A2	Water valve box top, middle and botton section replacement	EA.	5	\$3,500.00	\$17,500.00	\$966.50	\$4,832.50	\$1,800.00	\$9,000.00
TOTAL OF ALL MANDATORY ALTERNATE A BID PRICES					\$30,000.00		\$9,200.80		\$14,000.00
TOTAL OF ALL BID ITEMS AND MANDATORY ALTERNATE A BID PRICES					\$1,479,109.76		\$1,535,350.14		\$2,075,227.50

Preliminary Report of the Engineer
On the Proposed Glenwood Lane
Curb and Pavement Reconstruction Assessments
In the City of Pewaukee

In accordance with the resolution passed by the Common Council of the City of Pewaukee, we herewith submit our report on assessments for the reconstruction of Glenwood Lane, curb reconstruction along Glenwood Lane, sanitary improvements along Glenwood Lane, drainage improvements along Glenwood Lane, and water main improvements along Glenwood Lane to be made in the City of Pewaukee. All data shown here is based on bid prices.

The report consists of the following Schedules:

Schedule “A”: Summary of options for assessments and related costs.

Schedule “B”: Legal description, dated February 2026, and map, dated January 2026, of all parcels within the assessment district.

Schedule “C”: Estimated assessment for each parcel affected.

The properties against which the assessments are proposed are benefited and the improvements constitute an exercise of Police Powers.

Magdelene J. Wagner, P.E.
Director of Public Works
City of Pewaukee
W240N3065 Pewaukee Road
Pewaukee, WI 53072
April 6, 2026

Prepared by:
Brian G. Leightner, P.E.
Civil Engineer
March 9, 2026

Schedule “A” – Glenwood Lane

The City of Pewaukee is considering the pavement reconstruction of Glenwood Lane. The improvements consist of road reconstruction, curb reconstruction, drainage installation and repair, sanitary manhole repair, water main relay and valve repair, and related facilities.

The costs of road improvements will be apportioned to all property owners abutting the street with direct or indirect access. The City of Pewaukee caps the road assessments to single-family, duplex residential, and residential condominium properties. Lowland conservancy properties have an additional reduced assessment cap. All other properties shall pay the full road assessment.

Fifty percent of the curb repairs will be apportioned to all property owners abutting the curb. The City of Pewaukee caps these separate curb assessments to single-family, duplex residential, and residential condominium properties. Lowland conservancy properties have an additional reduced assessment cap. All other properties shall pay the full curb assessment.

Inlet repairs, fifty percent of curb repairs, drainage improvements, and relevant costs due to improving drainage will be paid for by the Storm Water Management Utility.

Sanitary sewer repairs will be paid by the Sewer Utility.

Water main repairs unrelated to drainage improvements will be paid by the Water Utility.

It is recommended that the costs for improvements in Glenwood Lane be determined on a unit basis.

UNIT RATE COMPUTATIONS

Road Reconstruction Unit Rate - Glenwood Lane

Estimated Assessable Road Construction Costs (see attached breakdown)	\$ 642,634.06
Engineering, Administration, & Contingencies	\$ 192,790.22
Total Estimated Assessable Road Construction Costs	\$ 835,424.28

$$\frac{\$ 835,424.28}{49 \text{ units}} = \$ 17,049.48/\text{unit}$$

Use \$ 17,049.48/unit as the Road Reconstruction Unit Rate¹.

Curb Reconstruction Unit Rate – Glenwood Lane

Estimated Assessable Curb Construction Costs (see attached breakdown)	\$ 136,525.41
Engineering, Administration, & Contingencies	\$ 40,957.62
Total Estimated Assessable Curb Construction Costs	\$ 177,483.03

$$\frac{\$ 177,483.03}{49 \text{ units}} = \$ 3,622.10/\text{unit}$$

Use \$ 3,622.10/unit as the Curb Reconstruction Unit Rate¹.

Storm Water Management – Glenwood Lane

Estimated Storm Water Utility Costs (see attached breakdown)	\$ 610,326.90
Engineering, Administration, & Contingencies	\$ 183,098.07
Total Estimated Storm Water Utility Costs	\$ 793,424.97

Sanitary Sewer Utility – Glenwood Lane

Estimated Sanitary Sewer Costs (see attached breakdown)	\$ 47,521.56
Engineering, Administration, & Contingencies	\$ 14,256.47
Total Estimated Sanitary Sewer Costs	\$ 61,778.03

¹ A maximum amount of \$ 3,411.00 (2026 Pavement Cap) will be assessed to single-family, duplex residential, and residential condominium properties. A maximum amount of \$ 1,079.00 (2026 Pavement Cap) will be assessed to lowland conservancy properties.

Water Utility – Glenwood Lane

Estimated Water Utility Costs (see attached breakdown)	\$ 42,101.83
Engineering, Administration, & Contingencies	\$ 12,630.55
Total Estimated Water Utility Costs	\$ 54,732.38

COST SUMMARY

Cost Summary

Total Project Costs	\$ 1,922,842.69
Total Assessable Road Costs (Deduct)	\$ (167,139.00)
Total Assessable Curb Costs (Deduct)	\$ (167,139.00)
Total Storm Water Utility Costs (Deduct)	\$ (793,424.97)
Total Sanitary Sewer Costs (Deduct)	\$ (61,778.03)
Total Water Utility Costs (Deduct)	\$ (54,732.38)
Net Non-Assessable & City Costs	\$ 678,629.31

Computation of Costs

Total Estimated Reconstruction Project Costs

<u>Item</u>			<u>Estimated</u>	<u>Bid Unit</u>	
<u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Price</u>	<u>Bid Price</u>
1	Mobilization	L.S.	1	\$ 80,774.58	\$ 80,774.58
2	Traffic Control	L.S.	1	\$ 7,950.00	\$ 7,950.00
3	Inlet sediment guards Type "D"	EA.	25	\$ 69.50	\$ 1,737.50
4	Inlet sediment guards Type "B"	EA.	13	\$ 35.50	\$ 461.50
5	Silt fence	L.F.	1050	\$ 1.89	\$ 1,984.50
6	Dust control using water (Ordered by Engineer)	1,000 GAL	5	\$ 100.00	\$ 500.00
7	Clearing and grubbing	S.Y.	300	\$ 20.20	\$ 6,060.00
8	Tree removal on Meadowood Lane	I.D.	6	\$ 50.50	\$ 303.00
9	Full-depth saw-cut pavement	L.F.	1200	\$ 3.00	\$ 3,600.00
10	Construct roadway to subgrade	L.S.	1	\$202,832.64	\$ 202,832.64
11	¾-inch Crushed limestone T.B. base aggregate	TON	350	\$ 21.29	\$ 7,451.50
12	1 ¼-inch Crushed limestone T.B. base aggregate	TON	6200	\$ 16.15	\$ 100,130.00
13	Excavation below subgrade	C.Y.	1500	\$ 22.34	\$ 33,510.00
14	Excavation below subgrade backfill	TON	3000	\$ 16.37	\$ 49,110.00
15	Geo-grid subgrade stabilization material	S.Y.	4350	\$ 5.38	\$ 23,403.00
16	3 ¼-inch Asphaltic concrete binder course	TON	1700	\$ 62.20	\$ 105,740.00
17	1 ¾-inch Asphaltic concrete surface course	TON	920	\$ 67.00	\$ 61,640.00
18	Tack coat	GAL	610	\$ 1.00	\$ 610.00
19	3-inch Asphaltic concrete driveway replacement	S.F.	3350	\$ 5.00	\$ 16,750.00
20	6-inch Concrete approach removal and replacement	S.F.	4600	\$ 10.00	\$ 46,000.00
21	30-inch Mountable concrete curb and gutter replacement	L.F.	5400	\$ 24.00	\$ 129,600.00
22	30-inch HES driveway concrete curb and gutter replacement	L.F.	1300	\$ 33.00	\$ 42,900.00
23	8-inch water main relay with slurry backfill	L.F.	62	\$ 861.56	\$ 53,416.72
24	24-inch steel casing pipe	L.F.	20	\$ 425.05	\$ 8,501.00
25	Water main insulation	L.F.	20	\$ 33.75	\$ 675.00
26	3' × 6' Precast box culvert	L.F.	120	\$ 1,005.48	\$ 120,657.60
27	Precast box culvert endwall	EA.	2	\$ 21,362.30	\$ 42,724.60

Total Estimated Reconstruction Project Costs – Continued

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
28	Removal of unsuitable foundation material and backfill for under precast box culvert	C.Y.	10	\$ 101.51	\$ 1,015.10
29	Salvage and reinstall streambed	L.S.	1	\$ 2,866.26	\$ 2,866.26
30	Flow bypassing for box culvert installation	L.S.	1	\$ 5,500.00	\$ 5,500.00
31	Medium riprap	TON	30	\$ 80.09	\$ 2,402.70
32	12-inch Storm sewer CL V with slurry backfill	L.F.	163	\$ 135.15	\$ 22,029.45
33	Remove and replace 12-inch Storm sewer CL V with slurry backfill	L.F.	25	\$ 138.99	\$ 3,474.75
34	Remove and replace 15-inch Storm sewer CL IV with slurry backfill	L.F.	24	\$ 141.20	\$ 3,388.80
35	Remove and replace 36-inch Storm sewer CL III with slurry backfill	L.F.	32	\$ 339.14	\$ 10,852.48
36	8-inch PVC sump pump line Sondes location	EA.	3	\$ 505.61	\$ 1,516.83
37	8-inch PVC sump pump line	L.F.	36	\$ 115.86	\$ 4,170.96
38	Storm inlet	EA.	8	\$ 2,996.91	\$ 23,975.28
39	60-inch Storm sewer manhole	EA.	1	\$ 7,100.34	\$ 7,100.34
40	72-inch Storm sewer manhole	EA.	4	\$ 6,953.70	\$ 27,814.80
41	84-inch Storm sewer manhole	EA.	1	\$ 12,819.90	\$ 12,819.90
42	Remove and replace inlet casting	EA.	13	\$ 827.78	\$ 10,761.14
43	Tuckpoint storm structure	EA.	8	\$ 155.86	\$ 1,246.88
44	Storm structure - Chimney ring replacement	V.I.	54	\$ 214.73	\$ 11,595.42
45	Storm structure - Replace bench flowline	EA.	2	\$ 311.72	\$ 623.44
46	Storm structure - Adjust frame into alignment	EA.	1	\$ 674.84	\$ 674.84
47	Sanitary Manhole - Chimney ring replacement	V.I.	30	\$ 187.63	\$ 5,628.90
48	Sanitary Manhole - Install riser section	V.I.	44	\$ 75.81	\$ 3,335.64
49	Sanitary Manhole - Adjust frame to grade	EA.	5	\$ 100.00	\$ 500.00
50	Sanitary Manhole - Install internal/external seal	EA.	14	\$ 696.29	\$ 9,748.06
51	Sanitary Manhole - Replace frame and lid	EA.	14	\$ 884.63	\$ 12,384.82

Total Estimated Reconstruction Project Costs – Continued

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
52	Remove and replace water valve box top section	EA.	1	\$ 666.02	\$ 666.02
53	Remove and replace water service curb box	EA.	6	\$ 1,030.88	\$ 6,185.28
54	Straighten 1-inch water service curb box	EA.	1	\$ 159.13	\$ 159.13
55	Straighten water valve box	EA.	2	\$ 478.29	\$ 956.58
56	Replace water valve operation nut	EA.	1	\$ 1,220.58	\$ 1,220.58
57	Televised Sewer Pipe Cleaning and Inspection	L.F.	14	\$ 73.68	\$ 1,031.52
58	12-inch Diameter CIPP lining	L.F.	144	\$ 92.10	\$ 13,262.40
59	21-inch Diameter CIPP lining	L.F.	52	\$ 278.94	\$ 14,504.88
60	15-inch Diameter CIPP segment lining	L.F.	3	\$ 1,526.28	\$ 4,578.84
61	27-inch Diameter CIPP segment lining	L.F.	15	\$ 1,973.64	\$ 29,604.60
62	Topsoil, seed, fertilizer, and erosion mat (non-channel)	S.Y.	2500	\$ 10.10	\$ 25,250.00
63	Topsoil, seed, fertilizer, and erosion mat (channel)	S.Y.	200	\$ 19.75	\$ 3,950.00
64	Pavement marking, paint, 18" white stop bar	L.F.	18	\$ 105.00	\$ 1,890.00
65	Remove and reinstall mailboxes	EA.	50	\$ 160.00	\$ 8,000.00
66	Remove and reset fence	L.F.	20	\$ 80.00	\$ 1,600.00
67	Repair Sprinkler System if Ordered by Engineer	EA.	3	\$ 100.00	\$ 300.00
68	Repair Dog Fence if Ordered by Engineer	EA.	3	\$ 500.00	\$ 1,500.00
MA-A1	Water valve box top and middle section replacement	EA.	5	\$ 2,500.00	\$ 12,500.00
MA-A2	Water valve box top, middle, and bottom section replacement	EA.	5	\$ 3,500.00	\$ 17,500.00
Subtotal of Contract					\$1,479,109.76
Engineering, Administration, & Contingencies					\$ 443,732.93
Total Project Costs					\$1,922,842.69

Total Project Costs = \$ 1,922,842.69

Total Estimated Road Reconstruction & Assessable Costs

<u>Item</u> <u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated</u> <u>Quantity</u>	<u>Bid Unit</u> <u>Price</u>	<u>Bid Price</u>
1	Mobilization	L.S.	0.44	\$ 80,774.58	\$ 35,540.81
2	Traffic Control	L.S.	0.44	\$ 7,950.00	\$ 3,498.00
3	Inlet sediment guards Type "D"	EA.	8.25	\$ 69.50	\$ 573.37
5	Silt fence	L.F.	262.5	\$ 1.89	\$ 496.12
6	Dust control using water (Ordered by Engineer)	1,000 GAL	5	\$ 100.00	\$ 500.00
9	Full-depth saw-cut pavement	L.F.	1200	\$ 3.00	\$ 3,600.00
10	Construct roadway to subgrade	L.S.	0.78	\$202,832.64	\$158,209.46
11	¾-inch Crushed limestone T.B. base aggregate	TON	350	\$ 21.29	\$ 7,451.50
12	1 ¼-inch Crushed limestone T.B. base aggregate	TON	5332	\$ 16.15	\$ 86,111.80
13	Excavation below subgrade	C.Y.	1500	\$ 22.34	\$ 33,510.00
14	Excavation below subgrade backfill	TON	3000	\$ 16.37	\$ 49,110.00
15	Geo-grid subgrade stabilization material	S.Y.	4350	\$ 5.38	\$ 23,403.00
16	3 ¼-inch Asphaltic concrete binder course	TON	1700	\$ 62.20	\$105,740.00
17	1 ¾-inch Asphaltic concrete surface course	TON	920	\$ 67.00	\$ 61,640.00
18	Tack coat	GAL	610	\$ 1.00	\$ 610.00
19	3-inch Asphaltic concrete driveway replacement	S.F.	3350	\$ 5.00	\$ 16,750.00
20	6-inch Concrete approach removal and replacement	S.F.	4600	\$ 10.00	\$ 46,000.00
64	Pavement marking, paint, 18" white stop bar	L.F.	18	\$ 105.00	\$ 1,890.00
65	Remove and reinstall mailboxes	EA.	50	\$ 160.00	\$ 8,000.00
Subtotal of Contract					\$642,634.06
Engineering, Administration, & Contingencies					\$192,790.22
Total Project Costs					\$835,424.28

Road Estimated Reconstruction & Assessable Costs – Continued

Total Estimated Road Reconstruction & Assessable Costs = \$ 835,424.28

Total Units abutting the Road = 49 units

Computation of Unit Cost: $\frac{\$ 835,424.28}{49 \text{ units}} = \$ 17,049.48/\text{unit}$

Use \$ 17,049.48/unit as the Road Reconstruction Unit Rate¹.

¹ A maximum amount of \$ 3,411.00 (2026 Pavement Cap) will be assessed to single-family, duplex residential, and residential condominium properties. A maximum amount of \$ 1,079.00 (2026 Pavement Cap) will be assessed to lowland conservancy properties.

Total Estimated Curb Reconstruction & Assessable Costs

<u>Item</u> <u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated</u> <u>Quantity</u>	<u>Bid Unit</u> <u>Price</u>	<u>Bid Price</u>
1	Mobilization	L.S.	0.09	\$ 80,774.58	\$ 7,269.71
2	Traffic Control	L.S.	0.09	\$ 7,950.00	\$ 715.50
3	Inlet sediment guards Type "D"	EA.	8.25	\$ 69.50	\$ 573.38
5	Silt fence	L.F.	262.5	\$ 1.89	\$ 496.13
10	Construct roadway to subgrade	L.S.	0.11	\$202,832.64	\$ 22,311.59
12	1 ¼-inch Crushed limestone T.B. base aggregate	TON	434	\$ 16.15	\$ 7,009.10
21	30-inch Mountable concrete curb and gutter replacement	L.F.	2700	\$ 24.00	\$ 64,800.00
22	30-inch HES driveway concrete curb and gutter replacement	L.F.	650	\$ 33.00	\$ 21,450.00
62	Topsoil, seed, fertilizer, and erosion mat (non-channel)	S.Y.	1000	\$ 10.10	\$ 10,100.00
67	Repair Sprinkler System if Ordered by Engineer	EA.	3	\$ 100.00	\$ 300.00
68	Repair Dog Fence if Ordered by Engineer	EA.	3	\$ 500.00	\$ 1,500.00
Subtotal of Contract					\$136,525.41
Engineering, Administration, & Contingencies					\$ 40,957.62
Total Project Costs					\$177,483.03

Total Estimated Curb Reconstruction & Assessable Costs = \$ 177,483.03

Total Units abutting the Curb = 49 units

Computation of Unit Cost: $\frac{\$ 177,483.03}{49 \text{ units}} = \$ 3,622.10/\text{unit}$

Use \$ 3,622.10/unit as the Curb Reconstruction Unit Rate¹.

¹ A maximum amount of \$ 3,411.00 (2026 Pavement Cap) will be assessed to single-family, duplex residential, and residential condominium properties. A maximum amount of \$ 1,079.00 (2026 Pavement Cap) will be assessed to lowland conservancy properties.

Total Estimated Storm Water Utility Costs

<u>Item</u>			<u>Estimated</u>	<u>Bid Unit</u>	
<u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Price</u>	<u>Bid Price</u>
1	Mobilization	L.S.	0.41	\$ 80,774.58	\$ 33,117.58
2	Traffic Control	L.S.	0.41	\$ 7,950.00	\$ 3,259.50
3	Inlet sediment guards Type "D"	EA.	8.5	\$ 69.50	\$ 590.75
4	Inlet sediment guards Type "B"	EA.	13	\$ 35.50	\$ 461.50
5	Silt fence	L.F.	525	\$ 1.89	\$ 992.25
7	Clearing and grubbing	S.Y.	300	\$ 20.20	\$ 6,060.00
8	Tree removal on Meadowood Lane	I.D.	6	\$ 50.50	\$ 303.00
10	Construct roadway to subgrade	L.S.	0.11	\$202,832.64	\$ 22,311.59
12	1 ¼-inch Crushed limestone T.B. base aggregate	TON	434	\$ 16.15	\$ 7,009.10
21	30-inch Mountable concrete curb and gutter replacement	L.F.	2700	\$ 24.00	\$ 64,800.00
22	30-inch HES driveway concrete curb and gutter replacement	L.F.	650	\$ 33.00	\$ 21,450.00
23	8-inch water main relay with slurry backfill	L.F.	62	\$ 861.56	\$ 53,416.72
24	24-inch steel casing pipe	L.F.	20	\$ 425.05	\$ 8,501.00
25	Water main insulation	L.F.	20	\$ 33.75	\$ 675.00
26	3' × 6' Precast box culvert	L.F.	120	\$ 1,005.48	\$120,657.60
27	Precast box culvert endwall	EA.	2	\$ 21,362.30	\$ 42,724.60
28	Removal of unsuitable foundation material and backfill for under precast box culvert	C.Y.	10	\$ 101.51	\$ 1,015.10
29	Salvage and reinstall streambed	L.S.	1	\$ 2,866.26	\$ 2,866.26
30	Flow bypassing for box culvert installation	L.S.	1	\$ 5,500.00	\$ 5,500.00
31	Medium riprap	TON	30	\$ 80.09	\$ 2,402.70
32	12-inch Storm sewer CL V with slurry backfill	L.F.	163	\$ 135.15	\$ 22,029.45
33	Remove and replace 12-inch Storm sewer CL V with slurry backfill	L.F.	25	\$ 138.99	\$ 3,474.75
34	Remove and replace 15-inch Storm sewer CL IV with slurry backfill	L.F.	24	\$ 141.20	\$ 3,388.80
35	Remove and replace 36-inch Storm sewer CL III with slurry backfill	L.F.	32	\$ 339.14	\$ 10,852.48
36	8-inch PVC sump pump line Sondes location	EA.	3	\$ 505.61	\$ 1,516.83
37	8-inch PVC sump pump line	L.F.	36	\$ 115.86	\$ 4,170.96
38	Storm inlet	EA.	8	\$ 2,996.91	\$ 23,975.28
39	60-inch Storm sewer manhole	EA.	1	\$ 7,100.34	\$ 7,100.34
40	72-inch Storm sewer manhole	EA.	4	\$ 6,953.70	\$ 27,814.80
41	84-inch Storm sewer manhole	EA.	1	\$ 12,819.90	\$ 12,819.90

Total Estimated Storm Water Utility Costs – Continued

<u>Item</u>			<u>Estimated</u>	<u>Bid Unit</u>	
<u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Price</u>	<u>Bid Price</u>
42	Remove and replace inlet casting	EA.	13	\$ 827.78	\$ 10,761.14
43	Tuckpoint storm structure	EA.	8	\$ 155.86	\$ 1,246.88
44	Storm structure - Chimney ring replacement	V.I.	54	\$ 214.73	\$ 11,595.42
45	Storm structure - Replace bench flowline	EA.	2	\$ 311.72	\$ 623.44
46	Storm structure - Adjust frame into alignment	EA.	1	\$ 674.84	\$ 674.84
57	Televised Sewer Pipe Cleaning and Inspection	L.F.	14	\$ 73.68	\$ 1,031.52
59	21-inch Diameter CIPP lining	L.F.	52	\$ 278.94	\$ 14,504.88
60	15-inch Diameter CIPP segment lining	L.F.	3	\$ 1,526.28	\$ 4,578.84
61	27-inch Diameter CIPP segment lining	L.F.	15	\$ 1,973.64	\$ 29,604.60
62	Topsoil, seed, fertilizer, and erosion mat (non-channel)	S.Y.	1475	\$ 10.10	\$ 14,897.50
63	Topsoil, seed, fertilizer, and erosion mat (channel)	S.Y.	200	\$ 19.75	\$ 3,950.00
66	Remove and reset fence	L.F.	20	\$ 80.00	\$ 1,600.00
Subtotal of Contract					\$610,326.90
Engineering, Administration, & Contingencies					\$183,098.07
Total Project Costs					\$793,424.97

Total Estimated Storm Water Utility Costs = \$ 793,424.97

Total Estimated Sanitary Sewer Costs

<u>Item</u>			<u>Estimated</u>	<u>Bid Unit</u>	
<u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Price</u>	<u>Bid Price</u>
1	Mobilization	L.S.	0.03	\$80,774.58	\$ 2,423.24
2	Traffic Control	L.S.	0.03	\$ 7,950.00	\$ 238.50
47	Sanitary Manhole - Chimney ring replacement	V.I.	30	\$ 187.63	\$ 5,628.90
48	Sanitary Manhole - Install riser section	V.I.	44	\$ 75.81	\$ 3,335.64
49	Sanitary Manhole - Adjust frame to grade	EA.	5	\$ 100.00	\$ 500.00
50	Sanitary Manhole - Install internal/external seal	EA.	14	\$ 696.29	\$ 9,748.06
51	Sanitary Manhole - Replace frame and lid	EA.	14	\$ 884.63	\$12,384.82
58	12-inch Diameter CIPP lining	L.F.	144	\$ 92.10	\$13,262.40
Subtotal of Contract					\$47,521.56
Engineering, Administration, & Contingencies					\$14,256.47
Total Project Costs					\$61,778.03

Total Estimated Sanitary Sewer Costs = \$ 61,778.03

Total Estimated Water Utility Costs

<u>Item</u> <u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated</u> <u>Quantity</u>	<u>Bid Unit</u> <u>Price</u>	<u>Bid Price</u>
1	Mobilization	L.S.	0.03	\$80,774.58	\$ 2,423.24
2	Traffic Control	L.S.	0.03	\$ 7,950.00	\$ 238.50
52	Remove and replace water valve box top section	EA.	1	\$ 666.02	\$ 666.02
53	Remove and replace water service curb box	EA.	6	\$ 1,030.88	\$ 6,185.28
54	Straighten 1-inch water service curb box	EA.	1	\$ 159.13	\$ 159.13
55	Straighten water valve box	EA.	2	\$ 478.29	\$ 956.58
56	Replace water valve operation nut	EA.	1	\$ 1,220.58	\$ 1,220.58
62	Topsoil, seed, fertilizer, and erosion mat (non-channel)	S.Y.	25	\$ 10.10	\$ 252.50
MA-A1	Water valve box top and middle section replacement	EA.	5	\$2,500.00	\$12,500.00
MA-A2	Water valve box top, middle, and bottom section replacement	EA.	5	\$ 3,500.00	\$17,500.00
Subtotal of Contract					\$42,101.83
Engineering, Administration, & Contingencies					\$12,630.55
Total Project Costs					\$54,732.38

Total Estimated Water Utility Costs = \$ 54,732.38

February 2nd, 2026

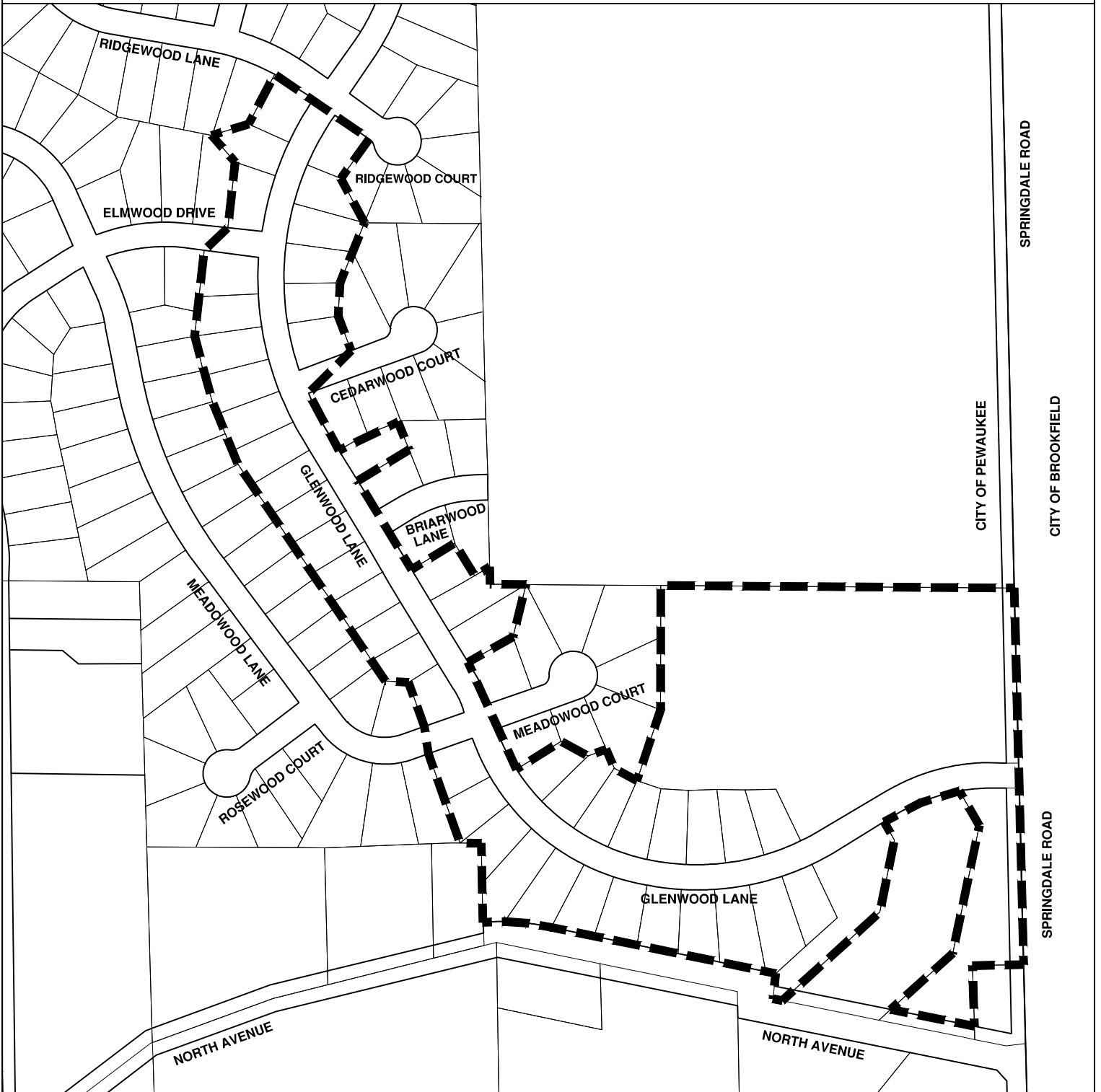
An Area of Assessment in Parts of the Southeast $\frac{1}{4}$ of Section 13, T7N R19E and Parts of the Northeast $\frac{1}{4}$ of Section 24 T7N R19E, In the City of Pewaukee, Waukesha County, Wisconsin. Bound and Described as Follows:

Commencing at the SE Corner of the SE $\frac{1}{4}$ of Section 13, T7N, R19E; Thence N89°35'26"W Along the South Line of Said SE $\frac{1}{4}$, 50.02 Feet to a point on the West R/W of Springdale Rd. also known as C.T.H. "SR" Being the Point of Beginning of the Area to be Described; Thence S1°25'19"E, Along Said West R/W, 953.60 Feet; Thence S88°34'41", 77.03 Feet; Thence S1°25'19"E, 119.84 feet to a point on the North R/W Line of North Avenue also Known as C.T.H. "M"; Thence N78°31'59"W, Along Said North R/W Line, 184.71 Feet; Thence N47°30'00"E, 169.78 Feet; Thence N12°00'00"E 329.26 Feet; Thence N30°37'20"W, 101.19 Feet, to a Point on the South R/W Line of Glenwood Lane; Thence Along Said South R/W Along the Arc of a Curve Whose Center is to the SE, Whose Radius is 466.08, Whose Chord Bears S69°09'33"W, 158.36 Feet; Thence Continuing Along Said South R/W, S59°22'40"W 43.90 Feet; Thence S30°37'20"E, 50.00 Feet; Thence S12°00'00"W, 187.22 Feet; Thence S47°30'00"W, 251.24 Feet, to a Point on the North R/W of North Avenue also Known as C.T.H. "M"; Thence N78°31'59"W, Along Said North R/W Line, 684.20 Feet; Thence Continuing Along Said North R/W Line, Along the Arc of a Curve Whose Center is to the South, Whose Radius is 508.13 Feet, and Whose Chord Bears N86°49'42"W, 146.62 Feet; Thence N1°02'56"W, 199.40 Feet; Thence N89°35'26"W, 54.10 Feet to the SW Corner of Lot 34, Block 10 of Springdale Estates Addition No. 1 Subdivision; Thence N19°30'00"W, 240.06 Feet, to the NW Corner of Lot 33 of Block 10 of said Subdivision, Also Being a Point on the South R/W Line of Meadowood Ln.; Thence N9°12'14"W, 67.08 Feet, to the SW Corner of Lot 14, Block 11 of Said Subdivision, Also Being a Point on the North R/W Line of Meadowood Ln.; Thence N19°30'00"W, 122.08 Feet, to a Corner of Lot 13, Block 11 of Said Subdivision; Thence N87°54'35"W, Along a Southerly Line of said Lot 13, 58.13 Feet, to a Corner of Said Lot 13; Thence N34°07'00"W, 665.48 Feet, to a Westerly Corner of Lot 6, Block 11, of Said Subdivision; Thence N22°03'00"W, 169.03 Feet, to a Westerly Corner of Lot 4 Block 11 of Said Subdivision; Thence N15°18'06"W, 173.47 Feet, to the SW Corner of Lot 2 Block 11 of Said Subdivision; Thence N6°38'00"E, 216.00 Feet, to the NW Corner of Lot 1 Block 11, of Said Subdivision, Also Being a Point on the South R/W Line of Elmwood Dr; Thence N46°26'20"E, 85.91 Feet, to the SW Corner of Lot 3 Block 6, Also Being a Point on the North R/W Line of Elmwood Dr.; Thence N6°38'00"E, 167.52 Feet, to a Corner of Lot 2 Block 6 of Said Subdivision; Thence N42°50'57"W, 84.98 Feet, to a Westerly Corner of Said Lot 2; Thence N71°22'42"E, 99.65 Feet, to The SW Corner of Lot 1 Block 6 of Springdale Estates Subdivision; Thence N28°06'00"E, 138.55 Feet, To the NW Corner of Said Lot 1, Also Being a Point on the South R/W Line of Ridgewood Ln.; Thence Along Said South R/W Line Along the Arc of a Curve Whose Center is to the SW, Whose Radius is 590.77 Feet, Whose Chord Bears S58°27'00"E 71.10; Thence continuing Along the Said South R/W Extended, S55°00'00"E, 212.73 Feet, to a Point on the South R/W Line of Ridgewood Ct., Also Being the NE Corner of Lot 12 Block 7 of Said Subdivision; Thence S35°00'00"W, 126.38 Feet, to the NE Corner of Lot 13 Block 7 of Springdale Estates Addition No. 1 Subdivision; Thence S28°39'25"E, 127.34 Feet, to the NE Corner of Lot 14 Block 7 of Said Subdivision; Thence S22°54'35"W, 164.32 Feet, to the NE Corner of Lot 16 Block 7 of Said Subdivision; Thence S3°55'39"W, 82.22 Feet, to the NE Corner of Lot 17 Block 7 of Said Subdivision; Thence S20°51'00"E, 92.41 Feet, to the SE Corner of Said Lot 17, Also Being a Point on the North R/W Line of Cedarwood Ct.; Thence S43°54'49"W, 154.80 Feet, to the intersection of the South R/W Line of Cedarwood Ct. and the Easterly R/W of Glenwood Ln.; Thence Along Said Easterly R/W Along the Arc of a Curve Whose Center is to the NE, Whose Radius is 726.09 Feet, Whose Chord Bears S27°20'09"E, 98.29 Feet; Thence Continuing Along Said Easterly R/W, S31°13'00"E 61.35 Feet, to the NW Corner of Lot 27 Block 7 of Said Subdivision; Thence N58°47'00"E Along a Northerly Property Line of Said Lot 27, 84.23 Feet; Thence N69°09'00"E Along a Northerly Property Line of Said Lot 27, 82.45 Feet, to the NE Corner of Said Lot 27; Thence S21°21'00"E, 76.29 Feet, to the SE Corner of Said Lot 27; Thence S58°47'00"W, 152.26 Feet, to the SW Corner of Said Lot 27, Also Being a Point

on the Easterly R/W of Glenwood Ln.; Thence S31°13'00"E Along Said Easterly R/W, 264.00 Feet, to the NW Corner of Lot 3 Block 12 of Said Subdivision; Thence N58°47'00"E, 132.71 Feet, to the NE Corner of Said Lot 3; Thence S31°13'00"E, 94.00 Feet, to the SE Corner of Said Lot 3; Thence N58°47'00"E, 41.48 Feet to the NE Corner of Lot 4 Block 12 of Said Subdivision; Thence S1°19'51"E, 48.48 Feet, to a Corner of Said Lot 4; Thence S89°35'26"E, 91.48 Feet, to the NE Corner of Lot 5 Block 12 of Said Subdivision; Thence S14°15'00"W, 134.03 Feet, to the SE Corner of Said Lot 5; Thence S58°47'00"W, 132.39 Feet, to the SW Corner of Said Lot 5, Also Being a Point on the Easterly R/W Line of Glenwood Ln.; Thence S31°13'00"E Along Said Easterly R/W, 31.00 Feet; Thence Continuing Along Said R/W, Along the Arc of a Curve Whose Center is to the SW, Whose Radius is 422.85 Feet, Whose Chord Bears S25°21'30"E, 86.32 Feet, to an intersection with the North R/W Line of Meadowood Ct.; Thence S19°30'00"E, Along Said Easterly R/W Line, 66.00 Feet, to the Intersection of the South R/W Line of Meadowood Ct.; Thence Continuing Along Said Easterly R/W, Along the Arc of a Curve Whose Center is to the NE, Whose Radius is 509.91 Feet, Whose chord Bears S26°04'59"E, 116.92 Feet, to the SW Corner of Lot 13 Block 12 of Said Subdivision; Thence N57°20'00"E, 130.01 Feet to the NW Corner of Lot 14 Block 12 of Said Subdivision; Thence S60°35'50"E, 77.90 Feet, to the NE Corner of Said Lot 14; Thence N66°30'00"E, 50.22 Feet, to a Corner of Lot 15 Block 12 of Said Subdivision; Thence S23°30'00"E, 51.10 Feet, to the NW Corner of Lot 16 Block 12 of Said Subdivision; Thence S60°00'00"E, 65.85 Feet, to the NE Corner of Said Lot 16; Thence N18°54'52"E, 189.05 Feet, to the NE Corner of Lot 11 Block 12 of Said Subdivision; Thence N0°00'00"E, 316.87 Feet, to the NE Corner of Lot 9 Block 12 of Said Subdivision, Also being a Point on the South Line of the SE ¼ of Section 13, T7N, R19E; Thence S89°35'26"E, Along Said South Line, 840.00 Feet, to the Point of Beginning.

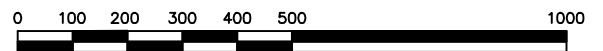
Dave Geis
Senior Engineering Technician
City of Pewaukee

GLENWOOD LANE
ROAD RECONSTRUCTION
RD-26-57570
CURB & ROAD ASSESSMENT
CITY OF PEWAUKEE
WAUKESHA COUNTY, WISCONSIN



LEGEND

----- CURB & ROAD ASSESSMENT
AREA BOUNDARY



SCALE IN FEET

DATE: JANUARY 19, 2026

SCHEDULE C
PRELIMINARY ASSESSMENT ROLL
GLENWOOD LANE ROAD RECONSTRUCTION
RD-26-57570

NO.	OWNER'S NAME AND ADDRESS	TAX KEY NO.	DESCRIPTION	UNIT	COST/UNIT	ASSESSMENT	ASSESSMENT CAP	TOTAL ASSESSMENT
1	THERESA KIRCHMAN W223N2493 GLENWOOD LN WAUKESHA WI 53186	PWC 0916061	ROAD RECONSTRUCTION CURB INSTALLATION	1 1	\$ 17,049.48 \$ 3,622.10	\$ 17,049.48 \$ 3,622.10	\$ 3,411.00 \$ 3,411.00	\$ 3,411.00 \$ 3,411.00
2	WILLIAM R ROONEY MELANIE A ROONEY W223N2470 GLENWOOD LN WAUKESHA WI 53186-1056	PWC 0916073	ROAD RECONSTRUCTION CURB INSTALLATION	1 1	\$ 17,049.48 \$ 3,622.10	\$ 17,049.48 \$ 3,622.10	\$ 3,411.00 \$ 3,411.00	\$ 3,411.00 \$ 3,411.00
3	ELLEN M WESTERN W223N2481 GLENWOOD LN WAUKESHA WI 53186-1055	PWC 0916074	ROAD RECONSTRUCTION CURB INSTALLATION	1 1	\$ 17,049.48 \$ 3,622.10	\$ 17,049.48 \$ 3,622.10	\$ 3,411.00 \$ 3,411.00	\$ 3,411.00 \$ 3,411.00
4	SCHILLER JOINT REVOCABLE TRUST W223N2465 GLENWOOD LN WAUKESHA WI 53186	PWC 0916075	ROAD RECONSTRUCTION CURB INSTALLATION	1 1	\$ 17,049.48 \$ 3,622.10	\$ 17,049.48 \$ 3,622.10	\$ 3,411.00 \$ 3,411.00	\$ 3,411.00 \$ 3,411.00
5	ANTHONY J PAUL W223N2464 GLENWOOD LN WAUKESHA WI 53186-1056	PWC 0916085	ROAD RECONSTRUCTION CURB INSTALLATION	1 1	\$ 17,049.48 \$ 3,622.10	\$ 17,049.48 \$ 3,622.10	\$ 3,411.00 \$ 3,411.00	\$ 3,411.00 \$ 3,411.00
6	MOHAMMED A DAWOOD W223N2452 GLENWOOD LN WAUKESHA WI 53186-1056	PWC 0916086	ROAD RECONSTRUCTION CURB INSTALLATION	1 1	\$ 17,049.48 \$ 3,622.10	\$ 17,049.48 \$ 3,622.10	\$ 3,411.00 \$ 3,411.00	\$ 3,411.00 \$ 3,411.00
7	JOHN MEGANCK BRENDA MEGANCK W223N2440 GLENWOOD LN WAUKESHA WI 53186-1056	PWC 0916087	ROAD RECONSTRUCTION CURB INSTALLATION	1 1	\$ 17,049.48 \$ 3,622.10	\$ 17,049.48 \$ 3,622.10	\$ 3,411.00 \$ 3,411.00	\$ 3,411.00 \$ 3,411.00
8	CARINI LIVING TRUST DATED 7, 2010 W223N2428 GLENWOOD LN WAUKESHA WI 53186	PWC 0916088	ROAD RECONSTRUCTION CURB INSTALLATION	1 1	\$ 17,049.48 \$ 3,622.10	\$ 17,049.48 \$ 3,622.10	\$ 3,411.00 \$ 3,411.00	\$ 3,411.00 \$ 3,411.00
9	MARK RAMTHUN C RAMTHUN W223N2416 GLENWOOD LN WAUKESHA WI 53186	PWC 0916089	ROAD RECONSTRUCTION CURB INSTALLATION	1 1	\$ 17,049.48 \$ 3,622.10	\$ 17,049.48 \$ 3,622.10	\$ 3,411.00 \$ 3,411.00	\$ 3,411.00 \$ 3,411.00
10	DAVID ACKERMAN SUSAN ACKERMAN W223N2346 GLENWOOD LN WAUKESHA WI 53186	PWC 0916099	ROAD RECONSTRUCTION CURB INSTALLATION	1 1	\$ 17,049.48 \$ 3,622.10	\$ 17,049.48 \$ 3,622.10	\$ 3,411.00 \$ 3,411.00	\$ 3,411.00 \$ 3,411.00
11	PHILIP CASMER KIMBERLY CASMER W222N2193 GLENWOOD LN WAUKESHA WI 53186-1131	PWC 0916141	ROAD RECONSTRUCTION CURB INSTALLATION	1 1	\$ 17,049.48 \$ 3,622.10	\$ 17,049.48 \$ 3,622.10	\$ 3,411.00 \$ 3,411.00	\$ 3,411.00 \$ 3,411.00

SCHEDULE C
PRELIMINARY ASSESSMENT ROLL
GLENWOOD LANE ROAD RECONSTRUCTION
RD-26-57570

NO.	OWNER'S NAME AND ADDRESS	TAX KEY NO.	DESCRIPTION	UNIT	COST/UNIT	ASSESSMENT	ASSESSMENT CAP	TOTAL ASSESSMENT
12	DAVID OLWIG NICOLE OLWIG W222N2187 GLENWOOD LN WAUKESHA WI 53186-1131	PWC 0916142	ROAD RECONSTRUCTION CURB INSTALLATION	1 1	\$ 17,049.48 \$ 3,622.10	\$ 17,049.48 \$ 3,622.10	\$ 3,411.00 \$ 3,411.00	\$ 3,411.00 \$ 3,411.00
13	MATTHEW ENGEL CATHERINE ENGEL W222N2165 GLENWOOD LN WAUKESHA WI 53186-1131	PWC 0916143	ROAD RECONSTRUCTION CURB INSTALLATION	1 1	\$ 17,049.48 \$ 3,622.10	\$ 17,049.48 \$ 3,622.10	\$ 3,411.00 \$ 3,411.00	\$ 3,411.00 \$ 3,411.00
14	THERESA BECKER AND DONALD BECKER LIVING W222N2147 GLENWOOD LN WAUKESHA WI 53186-1131	PWC 0916144	ROAD RECONSTRUCTION CURB INSTALLATION	1 1	\$ 17,049.48 \$ 3,622.10	\$ 17,049.48 \$ 3,622.10	\$ 3,411.00 \$ 3,411.00	\$ 3,411.00 \$ 3,411.00
15	THOMAS J JOHNS TAMELYN A JOHNS W222N2135 GLENWOOD LN WAUKESHA WI 53186	PWC 0916145	ROAD RECONSTRUCTION CURB INSTALLATION	1 1	\$ 17,049.48 \$ 3,622.10	\$ 17,049.48 \$ 3,622.10	\$ 3,411.00 \$ 3,411.00	\$ 3,411.00 \$ 3,411.00
16	ROSENCRANS LIVING TRUST W222N2113 GLENWOOD LN WAUKESHA WI 53186-1131	PWC 0916146	ROAD RECONSTRUCTION CURB INSTALLATION	1 1	\$ 17,049.48 \$ 3,622.10	\$ 17,049.48 \$ 3,622.10	\$ 3,411.00 \$ 3,411.00	\$ 3,411.00 \$ 3,411.00
17	ROBERT TORCHIA A TORCHIA N21W22165 GLENWOOD LN WAUKESHA WI 53186	PWC 0916147	ROAD RECONSTRUCTION CURB INSTALLATION	1 1	\$ 17,049.48 \$ 3,622.10	\$ 17,049.48 \$ 3,622.10	\$ 3,411.00 \$ 3,411.00	\$ 3,411.00 \$ 3,411.00
18	IAN KOENIG LYNN KOENIG N21W22153 GLENWOOD LN WAUKESHA WI 53186-1066	PWC 0916148	ROAD RECONSTRUCTION CURB INSTALLATION	1 1	\$ 17,049.48 \$ 3,622.10	\$ 17,049.48 \$ 3,622.10	\$ 3,411.00 \$ 3,411.00	\$ 3,411.00 \$ 3,411.00
19	MAHESH NARAYANASWAMY CYENTHIA VIJAYAKUMAR N21W22139 GLENWOOD LN WAUKESHA WI 53186-1066	PWC 0916149	ROAD RECONSTRUCTION CURB INSTALLATION	1 1	\$ 17,049.48 \$ 3,622.10	\$ 17,049.48 \$ 3,622.10	\$ 3,411.00 \$ 3,411.00	\$ 3,411.00 \$ 3,411.00
20	AARON DANIEL PAULEY LINDSEY MCCOY PAULEY N21W22127 GLENWOOD LN WAUKESHA WI 53186	PWC 0916150	ROAD RECONSTRUCTION CURB INSTALLATION	1 1	\$ 17,049.48 \$ 3,622.10	\$ 17,049.48 \$ 3,622.10	\$ 3,411.00 \$ 3,411.00	\$ 3,411.00 \$ 3,411.00
21	PAUL ZAVALA NICOLE ZAVALA N21W22115 GLENWOOD LN WAUKESHA WI 53186-1066	PWC 0916151	ROAD RECONSTRUCTION CURB INSTALLATION	1 1	\$ 17,049.48 \$ 3,622.10	\$ 17,049.48 \$ 3,622.10	\$ 3,411.00 \$ 3,411.00	\$ 3,411.00 \$ 3,411.00

SCHEDULE C
PRELIMINARY ASSESSMENT ROLL
GLENWOOD LANE ROAD RECONSTRUCTION
RD-26-57570

NO.	OWNER'S NAME AND ADDRESS	TAX KEY NO.	DESCRIPTION	UNIT	COST/UNIT	ASSESSMENT	ASSESSMENT CAP	TOTAL ASSESSMENT
22	MARK S BOOTH AND CHRISTINE G BOOTH REVOCABLE TRUST N21W22103 GLENWOOD LN WAUKESHA WI 53186-1066	PWC 0916152	ROAD RECONSTRUCTION CURB INSTALLATION	1 1	\$ 17,049.48 \$ 3,622.10	\$ 17,049.48 \$ 3,622.10	\$ 3,411.00 \$ 3,411.00	\$ 3,411.00 \$ 3,411.00
23	SHANNA M HECHIMOVICH N24W22323 ELMWOOD DR WAUKESHA WI 53186-1157	PWC 0916153	ROAD RECONSTRUCTION CURB INSTALLATION	1 1	\$ 17,049.48 \$ 3,622.10	\$ 17,049.48 \$ 3,622.10	\$ 3,411.00 \$ 3,411.00	\$ 3,411.00 \$ 3,411.00
24	CHRISTOPHER EBSEN SARA GLOMSKI W223N2435 GLENWOOD LN WAUKESHA WI 53186-1054	PWC 0916154	ROAD RECONSTRUCTION CURB INSTALLATION	1 1	\$ 17,049.48 \$ 3,622.10	\$ 17,049.48 \$ 3,622.10	\$ 3,411.00 \$ 3,411.00	\$ 3,411.00 \$ 3,411.00
25	ROBERT BURNS SANDRA BURNS W223N2397 GLENWOOD LN WAUKESHA WI 53186	PWC 0916155	ROAD RECONSTRUCTION CURB INSTALLATION	1 1	\$ 17,049.48 \$ 3,622.10	\$ 17,049.48 \$ 3,622.10	\$ 3,411.00 \$ 3,411.00	\$ 3,411.00 \$ 3,411.00
26	MIGUEL GOMEZ W223N2385 GLENWOOD LN WAUKESHA WI 53186-1130	PWC 0916156	ROAD RECONSTRUCTION CURB INSTALLATION	1 1	\$ 17,049.48 \$ 3,622.10	\$ 17,049.48 \$ 3,622.10	\$ 3,411.00 \$ 3,411.00	\$ 3,411.00 \$ 3,411.00
27	JOHN KELLIHER JULIE KELLIHER W223N2373 GLENWOOD LN WAUKESHA WI 53186	PWC 0916157	ROAD RECONSTRUCTION CURB INSTALLATION	1 1	\$ 17,049.48 \$ 3,622.10	\$ 17,049.48 \$ 3,622.10	\$ 3,411.00 \$ 3,411.00	\$ 3,411.00 \$ 3,411.00
28	RAMSTACK REVOCABLE MARITAL TRUST W223N2361 GLENWOOD LN WAUKESHA WI 53186-1130	PWC 0916158	ROAD RECONSTRUCTION CURB INSTALLATION	1 1	\$ 17,049.48 \$ 3,622.10	\$ 17,049.48 \$ 3,622.10	\$ 3,411.00 \$ 3,411.00	\$ 3,411.00 \$ 3,411.00
29	JEROME ZAJICEK SUSAN ZAJICEK W223N2349 GLENWOOD LN WAUKESHA WI 53186	PWC 0916159	ROAD RECONSTRUCTION CURB INSTALLATION	1 1	\$ 17,049.48 \$ 3,622.10	\$ 17,049.48 \$ 3,622.10	\$ 3,411.00 \$ 3,411.00	\$ 3,411.00 \$ 3,411.00
30	GENE GALLAGHER FRANCES GALLAGHER W223N2337 GLENWOOD LN WAUKESHA WI 53186	PWC 0916160	ROAD RECONSTRUCTION CURB INSTALLATION	1 1	\$ 17,049.48 \$ 3,622.10	\$ 17,049.48 \$ 3,622.10	\$ 3,411.00 \$ 3,411.00	\$ 3,411.00 \$ 3,411.00
31	MICHAEL J HENNINGSSEN AMY HENNINGSSEN W223N2325 GLENWOOD LN WAUKESHA WI 53186-1130	PWC 0916161	ROAD RECONSTRUCTION CURB INSTALLATION	1 1	\$ 17,049.48 \$ 3,622.10	\$ 17,049.48 \$ 3,622.10	\$ 3,411.00 \$ 3,411.00	\$ 3,411.00 \$ 3,411.00

SCHEDULE C
PRELIMINARY ASSESSMENT ROLL
GLENWOOD LANE ROAD RECONSTRUCTION
RD-26-57570

NO.	OWNER'S NAME AND ADDRESS	TAX KEY NO.	DESCRIPTION	UNIT	COST/UNIT	ASSESSMENT	ASSESSMENT CAP	TOTAL ASSESSMENT
32	DARRELL K ATCHLEY BETTY JAN ATCHLEY W223N2313 GLENWOOD LN WAUKESHA WI 53186-1130	PWC 0916162	ROAD RECONSTRUCTION CURB INSTALLATION	1 1	\$ 17,049.48 \$ 3,622.10	\$ 17,049.48 \$ 3,622.10	\$ 3,411.00 \$ 3,411.00	\$ 3,411.00 \$ 3,411.00
33	MICHAEL TERMINI KRISTEN TERMINI W223N2295 GLENWOOD LN WAUKESHA WI 53186	PWC 0916163	ROAD RECONSTRUCTION CURB INSTALLATION	1 1	\$ 17,049.48 \$ 3,622.10	\$ 17,049.48 \$ 3,622.10	\$ 3,411.00 \$ 3,411.00	\$ 3,411.00 \$ 3,411.00
34	JE GOOK LEE W222N2287 GLENWOOD LN WAUKESHA WI 53186	PWC 0916164	ROAD RECONSTRUCTION CURB INSTALLATION	1 1	\$ 17,049.48 \$ 3,622.10	\$ 17,049.48 \$ 3,622.10	\$ 3,411.00 \$ 3,411.00	\$ 3,411.00 \$ 3,411.00
35	HANSEN JOINT REVOCABLE TRUST W222N2281 GLENWOOD LN WAUKESHA WI 53186	PWC 0916165	ROAD RECONSTRUCTION CURB INSTALLATION	1 1	\$ 17,049.48 \$ 3,622.10	\$ 17,049.48 \$ 3,622.10	\$ 3,411.00 \$ 3,411.00	\$ 3,411.00 \$ 3,411.00
36	RONALD M WEIX BARBARA J WEIX W222N2267 GLENWOOD LN WAUKESHA WI 53186-1128	PWC 0916166	ROAD RECONSTRUCTION CURB INSTALLATION	1 1	\$ 17,049.48 \$ 3,622.10	\$ 17,049.48 \$ 3,622.10	\$ 3,411.00 \$ 3,411.00	\$ 3,411.00 \$ 3,411.00
37	ROBERT M WILKINSON W222N2310 GLENWOOD LN WAUKESHA WI 53186-1132	PWC 0916185	ROAD RECONSTRUCTION CURB INSTALLATION	1 1	\$ 17,049.48 \$ 3,622.10	\$ 17,049.48 \$ 3,622.10	\$ 3,411.00 \$ 3,411.00	\$ 3,411.00 \$ 3,411.00
38	CHRISTOPHER L LAMBRECHT BRIANA E LAMBRECHT W222N2284 GLENWOOD LN WAUKESHA WI 53186-1129	PWC 0916186	ROAD RECONSTRUCTION CURB INSTALLATION	1 1	\$ 17,049.48 \$ 3,622.10	\$ 17,049.48 \$ 3,622.10	\$ 3,411.00 \$ 3,411.00	\$ 3,411.00 \$ 3,411.00
39	LANGE REVOCABLE TRUST W222N2276 GLENWOOD LN WAUKESHA WI 53186-1129	PWC 0916187	ROAD RECONSTRUCTION CURB INSTALLATION	1 1	\$ 17,049.48 \$ 3,622.10	\$ 17,049.48 \$ 3,622.10	\$ 3,411.00 \$ 3,411.00	\$ 3,411.00 \$ 3,411.00
40	ERIC A LORTZ W222N2170 GLENWOOD LN WAUKESHA WI 53186	PWC 0916196	ROAD RECONSTRUCTION CURB INSTALLATION	1 1	\$ 17,049.48 \$ 3,622.10	\$ 17,049.48 \$ 3,622.10	\$ 3,411.00 \$ 3,411.00	\$ 3,411.00 \$ 3,411.00
41	JOHN PLUMITIS REVOCABLE TRUST W222N2154 GLENWOOD LN WAUKESHA WI 53186-1127	PWC 0916197	ROAD RECONSTRUCTION CURB INSTALLATION	1 1	\$ 17,049.48 \$ 3,622.10	\$ 17,049.48 \$ 3,622.10	\$ 3,411.00 \$ 3,411.00	\$ 3,411.00 \$ 3,411.00
42	MICHAEL D NYGREN ROSE A NYGREN W222N2124 GLENWOOD LN WAUKESHA WI 53186-1127	PWC 0916198	ROAD RECONSTRUCTION CURB INSTALLATION	1 1	\$ 17,049.48 \$ 3,622.10	\$ 17,049.48 \$ 3,622.10	\$ 3,411.00 \$ 3,411.00	\$ 3,411.00 \$ 3,411.00

SCHEDULE C
PRELIMINARY ASSESSMENT ROLL
GLENWOOD LANE ROAD RECONSTRUCTION
RD-26-57570

NO.	OWNER'S NAME AND ADDRESS	TAX KEY NO.	DESCRIPTION	UNIT	COST/UNIT	ASSESSMENT	ASSESSMENT CAP	TOTAL ASSESSMENT
43	LYNN A NEITZEL N21W22168 GLENWOOD LN WAUKESHA WI 53186	PWC 0916199	ROAD RECONSTRUCTION CURB INSTALLATION	1 1	\$ 17,049.48 \$ 3,622.10	\$ 17,049.48 \$ 3,622.10	\$ 3,411.00 \$ 3,411.00	\$ 3,411.00 \$ 3,411.00
44	JOHN R BOLSKAR JANIS M BOLSKAR N21W22156 GLENWOOD LN WAUKESHA WI 53186-1061	PWC 0916200	ROAD RECONSTRUCTION CURB INSTALLATION	1 1	\$ 17,049.48 \$ 3,622.10	\$ 17,049.48 \$ 3,622.10	\$ 3,411.00 \$ 3,411.00	\$ 3,411.00 \$ 3,411.00
45	DAVID STEPHAN KAREN STEPHAN N21W22134 GLENWOOD LN WAUKESHA WI 53186	PWC 0916201	ROAD RECONSTRUCTION CURB INSTALLATION	1 1	\$ 17,049.48 \$ 3,622.10	\$ 17,049.48 \$ 3,622.10	\$ 3,411.00 \$ 3,411.00	\$ 3,411.00 \$ 3,411.00
46	THE REVOCABLE LIVING TRUST OF LYNDA KRELLWITZ N21W22120 GLENWOOD LN WAUKESHA WI 53186	PWC 0916202	ROAD RECONSTRUCTION CURB INSTALLATION	1 1	\$ 17,049.48 \$ 3,622.10	\$ 17,049.48 \$ 3,622.10	\$ 3,411.00 \$ 3,411.00	\$ 3,411.00 \$ 3,411.00
47	JOSHUA DEZEK KRISTI DEZEK N21W22108 GLENWOOD LN WAUKESHA WI 53186	PWC 0916203	ROAD RECONSTRUCTION CURB INSTALLATION	1 1	\$ 17,049.48 \$ 3,622.10	\$ 17,049.48 \$ 3,622.10	\$ 3,411.00 \$ 3,411.00	\$ 3,411.00 \$ 3,411.00
48	ALAN OHM THERESA OHM W358S8181 PHEASANT RUN EAGLE WI 53119-1426	PWC 0957999003	ROAD RECONSTRUCTION CURB INSTALLATION	1 1	\$ 17,049.48 \$ 3,622.10	\$ 17,049.48 \$ 3,622.10	\$ 3,411.00 \$ 3,411.00	\$ 3,411.00 \$ 3,411.00
49	CITY OF PEWAUKEE W240N3065 PEWAUKEE RD PEWAUKEE WI 53072	PWC 0957999008	ROAD RECONSTRUCTION CURB INSTALLATION	1 1	\$ 17,049.48 \$ 3,622.10	\$ 17,049.48 \$ 3,622.10	\$ 3,411.00 \$ 3,411.00	\$ 3,411.00 \$ 3,411.00
TOTAL IN AID OF ROAD RECONSTRUCTION				49				\$ 167,139.00
TOTAL IN AID OF CURB INSTALLATION				49				\$ 167,139.00

The properties against which contributions in aid of construction are proposed are benefited and the improvements constitute an exercise in Police Powers.

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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:			4,164.80
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:			315.02
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

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Fund: 100 GENERAL FUND				WAUKESHA URBAN RESCUE -DNU	52130	52210	3,294.00
				CHECK 400 145428 TOTAL FOR FUND 100:			8,871.00
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:			3,245.09
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:			10,050.74
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:			244.71
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

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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:			156,383.19
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

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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:			277.64
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:			1,933.40
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

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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:			25,215.00
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:			14,915.31
				Total for fund 420 CAPTIAL ROAD PROJECTS			46,736.31

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

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:			55,773.82
				Total for fund 450 CITY HALL REMODEL			55,773.82

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

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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:			219.78
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:			38,905.00
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:			1,426.98
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:			4,854.23
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

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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

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Fund: 650 SEWER UTILITY							
03/05/2026	400	145422	BROOKFIELD, TOWN OF	SEWER SERVICE CHARGE SANITARY DISTIRCT	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:			110.00
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:			1,524.55
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				871,150.07

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

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

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Fund: 100 GENERAL FUND							
03/13/2026	400	145465	ADP SCREENING & SELECTION SERVICES	EMPLOYEE SERVICES - EMPLOYMENT EXAMS	52150	51430	31.46
03/13/2026	400	145466	AIRGAS USA	FIRE PROTECTIVE SERVICES - EMS	53450	52230	370.44
				FIRE PROTECTIVE SERVICES - EMS	53450	52230	271.46
				CHECK 400 145466 TOTAL FOR FUND 100:			641.90
03/13/2026	400	145467	AMY WHITE	RECREATION PROGRAM - MILEAGE	53300	55300	180.53
03/13/2026	400	145468*#	AT&T MOBILITY CC	ADMINISTRATOR - TELEPHONE & CELL	52260	51410	9.99
				CLERK/TREASURER - TELEPHONE & CELL	52260	51420	31.99
				IT - PHONE & CELL	52260	51450	41.98
				FIRE ADMINISTRATION - MDC AIR CARDS	52270	52210	515.75
				BUILDING SERVICES - PHONE & CELL	52260	52400	23.98
				ENGINEERING - PHONE & CELL	52260	53110	69.00
				CHECK 400 145468 TOTAL FOR FUND 100:			692.69
03/13/2026	400	145469	Bielinski Homes	BOB25-0021	23175	00000	500.00
03/13/2026	400	145470	Bielinski Homes	BOB25-0029	23175	00000	500.00
03/13/2026	400	145471	Bielinski Homes	BOB25-0031	23175	00000	500.00
03/13/2026	400	145472*#	BREDAN MECHANICAL SYSTEMS INC	CITY HALL - BUILDING REPAIRS & MAINT	52410	51600	1,622.00
				HIGHWAY - BLDG REPAIRS & MAINT	52410	53100	1,659.96
				CHECK 400 145472 TOTAL FOR FUND 100:			3,281.96
03/13/2026	400	145473	BUELOW VETTER BUIKEMA OLSON &	ATTORNEY'S FEES	52100	51430	3,477.50
03/13/2026	400	145474	BURKE TRUCK & EQUIPMENT	HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	882.78
				HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	739.44
				HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	1,709.81
				HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	6,910.05
				CHECK 400 145474 TOTAL FOR FUND 100:			10,242.08
03/13/2026	400	145475	CALIBER COLLISION PEWAUKEE 3356	FIRE PROTECTIVE SERVICES - VEHICLE	52440	52230	5,341.47
03/13/2026	400	145476	CHERRIE LARSON	RECREATION PROGRAM - CONTRACTED	52190	55300	500.00

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Fund: 100 GENERAL FUND							
03/13/2026	400	145477	COREY OIL	HIGHWAY - FUEL	53420	53100	1,739.50
03/13/2026	400	145478	DAN PLAUTZ CLEANING SERVICE	CITY HALL - JANITORIAL SUPPLIES	52400	51600	2,873.00
03/13/2026	400	145479*#	ELLIOTTS ACE HARDWARE	IT - OPERATING SUPPLIES	53400	51450	27.98
				PARKS - NEW EQUIPMENT	53950	55200	55.30
				CHECK 400 145479 TOTAL FOR FUND 100:			83.28
03/13/2026	400	145480	FIRE SERVICE INC	FIRE PROTECTIVE SERVICES - VEHICLE	52440	52230	4,122.54
				FIRE PROTECTIVE SERVICES - VEHICLE	52440	52230	2,108.92
				CHECK 400 145480 TOTAL FOR FUND 100:			6,231.46
03/13/2026	400	145481#	FORWARD TS	BUILDING SERVICES - OPERATING SUPPLIES	53400	52400	79.73
				RECREATION PROGRAM - OPERATING SUPPLIES	53400	55300	45.90
				CHECK 400 145481 TOTAL FOR FUND 100:			125.63
03/13/2026	400	145483	JOHNSON'S NURSERY	SERVICE FEES	52900	53635	311.80
03/13/2026	400	145484*#	JX ENTERPRISES, INC.	HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	262.79
				HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	121.55
				HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	540.00
				CHECK 400 145484 TOTAL FOR FUND 100:			924.34
03/13/2026	400	145485	KIMBALL MIDWEST	HIGHWAY - OPERATING SUPPLIES	53400	53100	234.10
03/13/2026	400	145486	KWIK TRIP INC.	FIRE PROTECTIVE SERVICES - FUEL	53420	52230	4,911.84
03/13/2026	400	145487	LANGE ENTERPRISES, INC	HIGHWAY - ROAD SIGNS & MARKINGS	53720	53100	99.70
03/13/2026	400	145488	LIFE-ASSIST INC	FIRE PROTECTIVE SERVICES - EMS	53450	52230	1,152.50
03/13/2026	400	145489*#	MENARDS	CITY HALL - BUILDING REPAIRS & MAINT	52410	51600	214.56
				CITY HALL - BUILDING REPAIRS & MAINT	52410	51600	57.92
				CITY HALL - BUILDING REPAIRS & MAINT	52410	51600	66.32
				CITY HALL - BUILDING REPAIRS & MAINT	52410	51600	161.46
				HIGHWAY - OPERATING SUPPLIES	53400	53100	10.76

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Fund: 100 GENERAL FUND							
				HIGHWAY - OPERATING SUPPLIES	53400	53100	95.34
				HIGHWAY - OPERATING SUPPLIES	53400	53100	18.98
				PARKS - BUILDING REPAIRS & MAINT	52410	55200	50.06
				PARKS - BUILDING REPAIRS & MAINT	52410	55200	71.12
				PARKS - BUILDING REPAIRS & MAINT	52410	55200	29.94
				PARKS - OPERATING SUPPLIES	53400	55200	10.76
				PARKS - OPERATING SUPPLIES	53400	55200	7.98
				PARKS - NEW EQUIPMENT	53950	55200	45.97
				CHECK 400 145489 TOTAL FOR FUND 100:			<u>841.17</u>
03/13/2026	400	145490	MOTION CONNECTED	EMPLOYEE SERVICES - EMPLOYEE WELLNESS	52700	51430	405.00
03/13/2026	400	145492	MUNICIPAL CODE ENFORCEMENT, LLC	BUILDING SERVICES - OTHER PROFESSIONAL	52190	52400	1,630.83
03/13/2026	400	145494	PARTNER2LEARN, LLC	EMPLOYEE SERVICES - TRAINING	52980	51430	1,000.00
03/13/2026	400	145496	PEWAUKEE FOOD PANTRY	MISCELLANEOUS REVENUES	48900	00000	138.00
03/13/2026	400	145498	PREMIUM WATERS, INC	PARKS - OPERATING SUPPLIES	53400	55200	26.49
03/13/2026	400	145499	PROHEALTH PHARMACY WAUKESHA	FIRE PROTECTIVE SERVICES - EMS	53450	52230	386.69
03/13/2026	400	145500	PROVEN POWER, INC.	HIGHWAY - NEW EQUIPMENT	53950	53100	799.99
03/13/2026	400	145501	R&R INSURANCE SERVICES	WORKER'S COMPENSATION	55110	51930	17,018.00
				PROPERTY & LIABILITY	55120	51930	34,485.00
				CHECK 400 145501 TOTAL FOR FUND 100:			<u>51,503.00</u>
03/13/2026	400	145503	RACHELLE AHO	ASSESSOR - MEETINGS & CONVENTIONS	53210	51530	100.00
				ASSESSOR - MILEAGE & FUEL	53300	51530	158.05
				CHECK 400 145503 TOTAL FOR FUND 100:			<u>258.05</u>
03/13/2026	400	145504	RHETT TUFF	ASSESSOR - MEETINGS & CONVENTIONS	53210	51530	100.00
				ASSESSOR - MILEAGE & FUEL	53300	51530	158.05
				CHECK 400 145504 TOTAL FOR FUND 100:			<u>258.05</u>
03/13/2026	400	145505	RUNDLE-SPENCE	PARKS - BUILDING REPAIRS & MAINT	52410	55200	88.00

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Fund: 100 GENERAL FUND							
03/13/2026	400	145506	SHARE CORPORATION	HIGHWAY - OPERATING SUPPLIES	53400	53100	1,923.54
03/13/2026	400	145510	TREVOR LAND	ASSESSOR - MILEAGE & FUEL	53300	51530	158.05
03/13/2026	400	145511	UNIFIRST CORP	FIRE ADMINISTRATION - OPERATING	53400	52210	130.35
03/13/2026	400	145512	VILLAGE OF LISBON	AMBULANCE RUNS	46230	00000	25,581.20
03/13/2026	400	145513#	VILLAGE OF PEWAUKEE	BUILDING SERVICES DUE TO VILLAGE	24400	00000	6,915.87
				AMBULANCE RUNS	46230	00000	40,979.20
				CONTRACTED BUILDING INSPECTION	47380	00000	(1,298.82)
				BUILDING CODE ENFORCEMENT	47390	00000	(480.00)
				BUILDING SERVICES - OPERATING SUPPLIES	53400	52400	(89.00)
				LIBRARY - OPERATING SUPPLIES	53400	55110	74,205.50
				CHECK 400 145513 TOTAL FOR FUND 100:			120,232.75
03/13/2026	400	145514	WAUKESHA CO TECHNICAL COLLEGE	FIRE PROTECTIVE SERVICES - TRAINING	52980	52230	1,205.91
03/13/2026	400	145516*#	WE ENERGIES	HIGHWAY - ELECTRICITY	52210	53100	1,312.78
				GAS FOR HEAT (NATURAL GAS)	52220	53100	1,793.14
				PARKS - ELECTRICITY	52210	55200	28.58
				CHECK 400 145516 TOTAL FOR FUND 100:			3,134.50
03/13/2026	400	145517	Westridge Builders	BOB25-0030	23175	00000	500.00
03/13/2026	400	145518	WI SUPREME COURT	COURT - MEETINGS & CONVENTIONS	53210	51200	800.00
03/13/2026	400	145519	WISCONSIN RURAL WATER ASSOC.	EMPLOYEE SERVICES - SAFETY PERSONAL	53480	51430	195.48
03/13/2026	400	145520	WOLF PAVING	HIGHWAY - ROAD REPAIRS	53730	53100	279.00
03/13/2026	400	31(S)*#	BUMPER TO BUMPER	HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	(199.69)
03/20/2026	400	145521	AB DATA	CITY HALL - DATA PROCESSING	52160	51600	4,403.89
03/20/2026	400	145522*#	B.A.T.I.	HIGHWAY - BLDG REPAIRS & MAINT	52410	53100	610.38
03/20/2026	400	145523	BREDAN MECHANICAL SYSTEMS INC	CONTINGENCY APPROPRIATION	59910	51980	18,800.00

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Fund: 100 GENERAL FUND							
03/20/2026	400	145524*#	BUMPER TO BUMPER	HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	180.63
				HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	(70.31)
				CHECK 400 145524 TOTAL FOR FUND 100:			<u>110.32</u>
03/20/2026	400	145525	CHARLIE DWYER	BUILDING SERVICES - MILEAGE & FUEL	53300	52400	108.02
03/20/2026	400	145526*#	CUMMINS SALES & SERVICE	CITY HALL - BUILDING REPAIRS & MAINT	52410	51600	982.99
03/20/2026	400	145529	FOTH INFRASTRUCTURE &	PLANNER - OTHER PROFESSIONAL SERVICES	52190	56300	172.80
03/20/2026	400	145530	JX ENTERPRISES, INC.	HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	121.55
				HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	22.32
				HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	1,645.97
				CHECK 400 145530 TOTAL FOR FUND 100:			<u>1,789.84</u>
03/20/2026	400	145531	Kaerek Homes Inc	BOB25-0018	23175	00000	500.00
03/20/2026	400	145533	KEN WEBER TRUCK SERVICE	HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	875.00
03/20/2026	400	145534	KMB ELECTRIC	CITY HALL - EQUIP REPAIR & MAINT	52430	51600	2,431.80
03/20/2026	400	145535#	LANGE ENTERPRISES, INC	BUILDING SERVICES - ADDRESS TILES	53430	52400	1,999.96
				HIGHWAY - ROAD SIGNS & MARKINGS	53720	53100	408.36
				CHECK 400 145535 TOTAL FOR FUND 100:			<u>2,408.32</u>
03/20/2026	400	145537	MENARDS	HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	28.28
				HIGHWAY - OPERATING SUPPLIES	53400	53100	30.87
				HIGHWAY - OPERATING SUPPLIES	53400	53100	16.99
				CHECK 400 145537 TOTAL FOR FUND 100:			<u>76.14</u>
03/20/2026	400	145538	MIKE HADLEY	BUILDING SERVICES - MILEAGE & FUEL	53300	52400	793.88
03/20/2026	400	145539	NAPA AUTOMOTIVE SUPPLY OF SUSSEX	HIGHWAY - OPERATING SUPPLIES	53400	53100	129.36
03/20/2026	400	145540	NATIONWIDE RETIREMENT SOLUTIONS	DEFERRED COMPENSATION	21570	00000	1,450.00

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Fund: 100 GENERAL FUND							
03/20/2026	400	145542#	ODP BUSINESS SOLUTIONS LLC	CLERK/TREASURER - OPERATING SUPPLIES	53400	51420	30.38
				ELECTIONS - OPERATING SUPPLIES	53400	51440	43.45
				CITY HALL - JANITORIAL SUPPLIES	52400	51600	262.25
				CITY HALL - JANITORIAL SUPPLIES	52400	51600	570.97
				CITY HALL - OPERATING SUPPLIES	53400	51600	217.56
				CHECK 400 145542 TOTAL FOR FUND 100:			1,124.61
03/20/2026	400	145544	PROVEN POWER, INC.	HIGHWAY - NEW EQUIPMENT	53950	53100	799.99
03/20/2026	400	145545	Ridgeview LLC	BOB25-0011	23175	00000	2,500.00
03/20/2026	400	145546	Ridgeview LLC	BOB25-0012	23175	00000	2,500.00
03/20/2026	400	145547	SHARE CORPORATION	HIGHWAY - OPERATING SUPPLIES	53400	53100	141.71
03/20/2026	400	145549	WALTERS PAINTING	CONTINGENCY APPROPRIATION	59910	51980	5,470.00
03/20/2026	400	145550*#	WE ENERGIES	HIGHWAY - ELECTRICITY	52210	53100	1,094.70
				GAS FOR HEAT (NATURAL GAS)	52220	53100	762.68
				CHECK 400 145550 TOTAL FOR FUND 100:			1,857.38
03/20/2026	400	145551	WHITLOW'S SECURITY SPECIALISTS	PARKS - GROUNDS MAINTENANCE	52420	55200	48.00
03/27/2026	400	145552*#	A&M CLEANING SOLUTIONS	HIGHWAY - CONTRACTED JANITORIAL	52400	53100	1,473.34
03/27/2026	400	145553*#	AIR ONE EQUIPMENT	FIRE PROTECTIVE SERVICES - EQUIP REPAIR	52430	52230	35.50
03/27/2026	400	145555	ALL COUNTY ELECTRIC	FIRE ADMINISTRATION - BUILDING REPAIRS	52410	52210	45.00
03/27/2026	400	145556	AMI HURD	CLERK/TREASURER - MILEAGE	53300	51420	42.78
03/27/2026	400	145557	ASSESSMENTS USA	EMPLOYEE SERVICES - EMPLOYMENT EXAMS	52150	51430	957.00
03/27/2026	400	145559	BUMPER TO BUMPER	HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	39.58
03/27/2026	400	145560	CONCENTRA MED COMPLIANCE ADMIN	EMPLOYEE SERVICES - SAFETY PERSONAL	53480	51430	312.00
03/27/2026	400	145561	COREY OIL	HIGHWAY - FUEL	53420	53100	7,471.77
				HIGHWAY - FUEL	53420	53100	742.00

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Fund: 100 GENERAL FUND				CHECK 400 145561 TOTAL FOR FUND 100:			8,213.77
03/27/2026	400	145563	CUMMINS SALES & SERVICE	CITY HALL - BUILDING REPAIRS & MAINT	52410	51600	1,225.08
03/27/2026	400	145564	DAN PLAUTZ CLEANING SERVICE	CITY HALL - JANITORIAL SUPPLIES	52400	51600	2,873.00
03/27/2026	400	145565	DIVERSIFIED BENEFIT SERVICES, INC.	INSURANCE CONSULTANT	52150	51930	310.64
03/27/2026	400	145566*#	ELLIOTTS ACE HARDWARE	HIGHWAY - ROAD SIGNS & MARKINGS	53720	53100	60.98
03/27/2026	400	145571	FIRE SERVICE INC	FIRE PROTECTIVE SERVICES - VEHICLE	52440	52230	4,192.11
				FIRE PROTECTIVE SERVICES - VEHICLE	52440	52230	6,979.58
				FIRE PROTECTIVE SERVICES - VEHICLE	52440	52230	528.41
				FIRE PROTECTIVE SERVICES - VEHICLE	52440	52230	66.40
				CHECK 400 145571 TOTAL FOR FUND 100:			11,766.50
03/27/2026	400	145572	GEAR WASH	FIRE ADMINISTRATION - OPERATING	53400	52210	121.00
03/27/2026	400	145575	JENNIFER SCHOLTKA	RECREATION PROGRAM - CONTRACTED	52190	55300	1,008.00
03/27/2026	400	145576	JOHNS DISPOSAL SERVICE	RECYCLE - GARBAGE COLLECTION	52800	53620	14,205.79
03/27/2026	400	145577	KAESTNER AUTO ELECTRIC CO.	HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	108.34
03/27/2026	400	145578	KMB ELECTRIC	FIRE ADMINISTRATION - BUILDING REPAIRS	52410	52210	332.50
03/27/2026	400	145579	Korndoerfer Homes	BOB25-0033	23175	00000	500.00
03/27/2026	400	145580	Korndoerfer Homes	BOB25-0026	23175	00000	500.00
03/27/2026	400	145581	Korndoerfer Homes	BOB25-0028	23175	00000	500.00
03/27/2026	400	145582	LIFE-ASSIST INC	FIRE PROTECTIVE SERVICES - EMS	53450	52230	504.42
				FIRE PROTECTIVE SERVICES - EMS	53450	52230	317.38
				FIRE PROTECTIVE SERVICES - EMS	53450	52230	762.51
				FIRE PROTECTIVE SERVICES - EMS	53450	52230	755.98
				FIRE PROTECTIVE SERVICES - EMS	53450	52230	593.39
				CHECK 400 145582 TOTAL FOR FUND 100:			2,933.68
03/27/2026	400	145583*#	MENARDS	CITY HALL - BUILDING REPAIRS & MAINT	52410	51600	16.84

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Fund: 100 GENERAL FUND							
				HIGHWAY - OPERATING SUPPLIES	53400	53100	57.98
				HIGHWAY - OPERATING SUPPLIES	53400	53100	39.98
				HIGHWAY - OTHER ROADWAY SUPPLIES	53790	53100	100.97
				PARKS - BUILDING REPAIRS & MAINT	52410	55200	167.62
				PARKS - NEW EQUIPMENT	53950	55200	31.68
				CHECK 400 145583 TOTAL FOR FUND 100:			415.07
03/27/2026	400	145584	MILLER-BRADFORD & RISBERG, INC	HIGHWAY - EQUIP REPAIR & MAINT	52430	53100	4,294.47
03/27/2026	400	145585	NATIONWIDE RETIREMENT SOLUTIONS	DEFERRED COMPENSATION	21570	00000	1,500.00
03/27/2026	400	145587	PARTNER2LEARN, LLC	EMPLOYEE SERVICES - TRAINING	52980	51430	925.00
03/27/2026	400	145588	POSTMASTER	RECREATION PROGRAM - POSTAGE	53110	55300	3,143.80
03/27/2026	400	145591	TOTAL ENERGY SYSTEMS, LLC	CITY HALL - BUILDING REPAIRS & MAINT	52410	51600	383.00
03/27/2026	400	145592*#	WAUKESHA CO PUBLIC WORKS ASSOC	HIGHWAY - MEETINGS & CONVENTIONS			** VOIDED **
				ENGINEERING - DUES, MEMBERSHIPS &			** VOIDED **
03/27/2026	400	145593	WEBER'S FLOORING & MORE, LLC	CONTINGENCY APPROPRIATION	59910	51980	6,962.50
03/27/2026	400	145595	WISCONSIN RURAL WATER ASSOC.	EMPLOYEE SERVICES - SAFETY PERSONAL	53480	51430	195.48
03/30/2026	400	145596*#	WAUKESHA CO PUBLIC WORKS ASSOC	HIGHWAY - MEETINGS & CONVENTIONS	53210	53100	160.00
				ENGINEERING - DUES, MEMBERSHIPS &	53200	53110	80.00
				CHECK 400 145596 TOTAL FOR FUND 100:			240.00
				Total for fund 100 GENERAL FUND			371,561.33

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Fund: 230 STORM WATER MANAGEMENT							
03/13/2026	400	145468*#	AT&T MOBILITY CC	TELEPHONE & CELL	52260	53650	68.87
03/13/2026	400	145472*#	BREDAN MECHANICAL SYSTEMS INC	BUILDING REPAIRS & MAINT	52410	53650	829.98
03/13/2026	400	145484*#	JX ENTERPRISES, INC.	EQUIPMENT REPAIR & MAINT	52430	53650	389.55
03/13/2026	400	145495	PAYNE & DOLAN	DITCH & CULVERT MAINT - CULVERT	53510	53652	1,548.14
03/13/2026	400	145515	WAUKESHA CO TREASURER	PERMIT COMPLIANCE - INFORMATION &	53540	53656	3,200.00
03/13/2026	400	145516*#	WE ENERGIES	ELECTRICITY	52210	53650	656.40
				GAS FOR HEAT (NATURAL GAS)	52220	53650	896.57
				CHECK 400 145516 TOTAL FOR FUND 230:			1,552.97
03/13/2026	400	31(S)*#	BUMPER TO BUMPER	EQUIPMENT REPAIR & MAINT	52430	53650	29.36
03/20/2026	400	145522*#	B.A.T.I.	BUILDING REPAIRS & MAINT	52410	53650	305.20
03/20/2026	400	145524*#	BUMPER TO BUMPER	EQUIPMENT REPAIR & MAINT	52430	53650	47.53
				EQUIPMENT REPAIR & MAINT	52430	53650	18.45
				EQUIPMENT REPAIR & MAINT	52430	53650	21.05
				CHECK 400 145524 TOTAL FOR FUND 230:			87.03
03/20/2026	400	145528*#	FARRELL EQUIPMENT & SUPPLY	EQUIPMENT REPAIR & MAINT	52430	53650	890.31
				STORM WATER - CAPITAL	58100	53650	6,583.42
				CHECK 400 145528 TOTAL FOR FUND 230:			7,473.73
03/20/2026	400	145532	KAESTNER AUTO ELECTRIC CO.	EQUIPMENT REPAIR & MAINT	52430	53650	49.99
03/20/2026	400	145550*#	WE ENERGIES	ELECTRICITY	52210	53650	547.35
				GAS FOR HEAT (NATURAL GAS)	52220	53650	381.35
				CHECK 400 145550 TOTAL FOR FUND 230:			928.70

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 230 STORM WATER MANAGEMENT							
03/27/2026	400	145552*#	A&M CLEANING SOLUTIONS	CONTRACTED JANITORIAL	52400	53650	736.66
03/27/2026	400	145590	SE WI REGIONAL PLANNING COMM	STONERIDGE POND OUTLET REPLACEMENT	58210	57372	2,055.00
03/27/2026	400	145592*#	WAUKESHA CO PUBLIC WORKS ASSOC	DUES, MEMBERSHIPS & SUBSCRIPTIONS			** VOIDED **
03/30/2026	400	145596*#	WAUKESHA CO PUBLIC WORKS ASSOC	DUES, MEMBERSHIPS & SUBSCRIPTIONS	53200	53650	80.00
Total for fund 230 STORM WATER MANAGEMENT							19,335.18

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 420 CAPTIAL ROAD PROJECTS							
03/13/2026	400	145502#	R.A. SMITH & ASSOC., INC.	QUIET ZONE - WEYER ROAD	58200	56700	762.00
				QUIET ZONE - GREEN ROAD	58200	56710	202.15
				QUIET ZONE - WATERTOWN ROAD	58200	56730	1,379.70
				CHECK 400 145502 TOTAL FOR FUND 420:			2,343.85
03/27/2026	400	145589	R.A. SMITH & ASSOC., INC.	QUIET ZONE PARKSIDE ROAD	58200	56712	728.25
				Total for fund 420 CAPTIAL ROAD PROJECTS			3,072.10

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 440 BIKE & PEDESTRIAN							
03/13/2026	400	145491	MSA PROFESSIONAL SERVICES INC	WATERTOWN ROAD/CTH M NORTH AVE TO	58250	53550	414.00
03/13/2026	400	145507	SINGLE SOURCE	FIELDHACK PATH	58220	53550	34,875.00
Total for fund 440 BIKE & PEDESTRIAN							35,289.00

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 490 CAPTIAL EQUIPMENT							
03/20/2026	400	145528*#	FARRELL EQUIPMENT & SUPPLY	HIGHWAY - CAPITAL EQUIPMENT	58100	57331	6,583.43
03/27/2026	400	145553*#	AIR ONE EQUIPMENT	FIRE ADMINISTRATION - CAPITAL EQUIPMENT	58100	57220	317.95
03/27/2026	400	145562	CORRE	ENGINEERING - CAPITAL EQUIPMENT	58100	57311	11,553.75
03/27/2026	400	145567	EMERGENCY LIGHTING & ELECTRONICS	FIRE ADMINISTRATION - CAPITAL EQUIPMENT	58100	57220	27,330.50
03/27/2026	400	145568	EWALD'S HARTFORD FORD, LLC	HIGHWAY - CAPITAL EQUIPMENT	58100	57331	70,440.50
Total for fund 490 CAPTIAL EQUIPMENT							116,226.13

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 600 WATER UTILITY							
03/13/2026	400	145468*#	AT&T MOBILITY CC	ADMIN & GEN OPS-PHONE, INTERNET CELL	52230	10921	90.00
03/13/2026	400	145479*#	ELLIOTTS ACE HARDWARE	SOURCE MAINT-BUILDINGS AND GROUNDS	52310	10611	6.99
				TRANS & DIST OPS-MISC EXPENSES	53400	10665	81.50
				TRANS & DIST OPS-MISC EXPENSES	53400	10665	19.49
				CHECK 400 145479 TOTAL FOR FUND 600:			<u>107.98</u>
03/13/2026	400	145482	HYDROCORP	TRANS & DIST OPS-CROSS CONNECTION	52900	10664	1,262.15
03/13/2026	400	145489*#	MENARDS	SOURCE MAINT-BUILDINGS AND GROUNDS	52310	10611	257.95
				SOURCE MAINT-BUILDINGS AND GROUNDS	52310	10611	44.51
				PUMP MAINT-BUILD & GROUNDS	52310	10631	63.76
				ADMIN & GEN OPS-MISC GEN SUPPLIES	53100	10930	20.00
				CHECK 400 145489 TOTAL FOR FUND 600:			<u>386.22</u>
03/13/2026	400	145493	NORTHERN LAKE SERVICE, INC	TREATMENT OPS-WATER TESTING & LAB EXPS	52310	10642	124.00
03/13/2026	400	145497*	POMP'S TIRE SERVICE, INC.	ADMIN & GEN OPS-TRANSP EXPS REPAIRS	52400	10921	524.60
03/13/2026	400	145508	SITEONE LANDSCAPE SUPPLY LLC	PUMP MAINT-BUILD & GROUNDS	52310	10631	25.38
03/13/2026	400	31(S)*#	BUMPER TO BUMPER	ADMIN & GEN OPS-TRANSP EXPS REPAIRS	52400	10921	85.16
03/20/2026	400	145526*#	CUMMINS SALES & SERVICE	PUMP MAINT-GENERATOR MAINT & LABOR	51239	10632	3,705.34
03/20/2026	400	145527*#	ELLIOTTS ACE HARDWARE	SOURCE MAINT-BUILDINGS AND GROUNDS	52310	10611	54.99
03/20/2026	400	145541*#	NORTHERN LAKE SERVICE, INC	TREATMENT OPS-WATER TESTING & LAB EXPS	52310	10642	93.00
				TREATMENT OPS-WATER TESTING & LAB EXPS	52310	10642	3,979.36
				TREATMENT OPS-WATER TESTING & LAB EXPS	52310	10642	3,725.82
				CHECK 400 145541 TOTAL FOR FUND 600:			<u>7,798.18</u>
03/20/2026	400	145543	POSTMASTER	CUSTOMER ACCTS OPS-CUST RECORDS BILL	52401	10903	15,000.00
03/20/2026	400	145548	USA BLUEBOOK	TREATMENT MAINT-MAINT OF TREATMENT	52400	10652	157.19

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 600 WATER UTILITY							
03/27/2026	400	145554*	ALL CITY COMMUNICATIONS INC.	ADMIN & GEN OPS-ANSWERING SERVICE	52331	10921	36.72
03/27/2026	400	145558*	BOUCHER CHEVROLET	ADMIN & GEN OPS-TRANSP EXPS REPAIRS	52400	10921	178.44
03/27/2026	400	145569	FASTENAL	TRANS & DIST OPS-METER SUPPLIES	53400	10663	102.38
03/27/2026	400	145573	HAWKINS, INC.	TREATMENT OPS-CHEMICALS	53410	10641	4,683.72
03/27/2026	400	145574	JCH WATER METER TESTING & REPAIR	TRANS & DIST MAINT-MAINT OF METERS	52400	10676	9,910.00
03/27/2026	400	145583*#	MENARDS	SOURCE MAINT-BUILDINGS AND GROUNDS	52310	10611	105.90
				PUMPING OPS-MISC EXPENSE	53400	10626	39.59
				TRANS & DIST OPS-METER SUPPLIES	53400	10663	11.67
				TRANS & DIST MAINT-MAINT OF METERS	52400	10676	18.44
				TRANS & DIST MAINT-MAINT OF METERS	52400	10676	17.83
				TRANS & DIST MAINT-SCADA MAINT	52100	10678	26.22
				CHECK 400 145583 TOTAL FOR FUND 600:			219.65
03/27/2026	400	145586	NORTHERN LAKE SERVICE, INC	TREATMENT OPS-WATER TESTING & LAB EXPS	52310	10642	124.00
03/27/2026	400	145594	WI DNR	ADMIN & GEN OPS-UTILITY MEMB & CONT	53200	10930	45.00
Total for fund 600 WATER UTILITY							44,621.10

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Fund: 650 SEWER UTILITY							
03/13/2026	400	145468*#	AT&T MOBILITY CC	ADMIN & GEN OPS PHONE INTERNET CELL	52230	10921	89.93
03/13/2026	400	145479*#	ELLIOTTS ACE HARDWARE	SUPPLIES AND EXPENSES	53400	01827	81.49
				SUPPLIES AND EXPENSES	53400	01827	19.49
				MAINTENANCE OF PUMPING EQUIPMENT	52400	01832	8.99
				CHECK 400 145479 TOTAL FOR FUND 650:			109.97
03/13/2026	400	145489*#	MENARDS	MAINTENANCE OF GENERAL PLANT STRUCTURE	52400	01834	44.51
				ADMIN & GEN OPS-MISC GEN SUPPLIES	53100	10930	19.99
				CHECK 400 145489 TOTAL FOR FUND 650:			64.50
03/13/2026	400	145497*	POMP'S TIRE SERVICE, INC.	ADMIN & GEN OPS-TRANSP EXPS & REPAIRS	52400	10921	524.60
03/13/2026	400	145509	STAAB CONSTRUCTION CORP	Gun Club Sewer Study	12831	00107	11,675.50
03/13/2026	400	31(S)*#	BUMPER TO BUMPER	ADMIN & GEN OPS-TRANSP EXPS & REPAIRS	52400	10921	85.17
03/20/2026	400	145527*#	ELLIOTTS ACE HARDWARE	MAINTENANCE OF GENERAL PLANT STRUCTURE	52400	01834	55.00
03/20/2026	400	145541*#	NORTHERN LAKE SERVICE, INC	MAINTENANCE OF COLLECTION SYSTEM	52400	01831	3,400.00
03/27/2026	400	145554*	ALL CITY COMMUNICATIONS INC.	ADMIN & GEN OPS-ANSWERING SERVICE	52331	10921	36.72
03/27/2026	400	145558*	BOUCHER CHEVROLET	ADMIN & GEN OPS-TRANSP EXPS & REPAIRS	52400	10921	178.44
03/27/2026	400	145566*#	ELLIOTTS ACE HARDWARE	MAINTENANCE OF GENERAL PLANT STRUCTURE	52400	01834	31.99
03/27/2026	400	145570	FERGUSON WATERWORKS #1476	MAINTENANCE OF COLLECTION SYSTEM	52400	01831	39.00
03/27/2026	400	145583*#	MENARDS	SUPPLIES AND EXPENSES	53400	01827	39.59
				SCADA/TELEMETRY MAINT	52100	01831	26.22
				MAINTENANCE OF GENERAL PLANT STRUCTURE	52400	01834	98.91
				MAINTENANCE OF GENERAL PLANT STRUCTURE	52400	01834	105.90

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Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 650 SEWER UTILITY							
				CHECK 400 145583 TOTAL FOR FUND 650:			270.62
				Total for fund 650 SEWER UTILITY			16,561.44

Check Date	Bank	Check #	Payee	Description	Account	Dept	Amount
Fund: 800 CEMETERY							
03/20/2026	400	145536	MATTHEWS INTERNATIONAL	CEMETERY - OPERATING SUPPLIES	53400	54910	432.26
				Total for fund 800 CEMETERY			432.26
TOTAL - ALL FUNDS							607,098.54

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

Alcohol Beverage
Appointment of Agent

Date

Agent Type (check one)

☐ Original (no fee) ☒ Successor (\$10 fee for municipal licensees only)

Part A: Business Information

1. Legal Business Name (Individual name if sole proprietor)

SHP VI WSLG PEWAUKEE JV LLC

2. Business Trade Name or DBA

THE WATERS OF PEWAUKEE

3. Entity Type (check one)

☒ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

4. Alcohol Beverage Business Authorization (check one)

☒ Municipal Retail License ☐ State Permit

5. If successor agent, provide State Permit or Municipal Retail License Number

#CBBW26-023

6. Describe the reason for appointing a successor agent, if successor is checked above.

Previous agent, Ken Kealey is no longer employed at the community

Part B: Agent Information

1. Last Name

~~Bradford~~ IBIZA

2. First Name

Kellen

3. M.I.

J

4. Email

kbradford@thewaters.com

5. Phone

(312) 826-6073

6. Home Address

7. City

Waukesha

8. State

WI

9. Zip Code

53186

10. Date of Birth

11. Drivers License/State ID Number

12. Drivers License/State ID State of issuance

WI

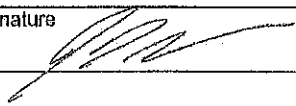
Part C: Agent Questions

1. Have you satisfied the responsible beverage server training requirement? ☒ Yes ☐ No
Submit proof of completion.2. Have you completed Form AB-100, Alcohol Beverage Individual Questionnaire (licensee) or
Form AB-300, Alcohol Beverage Personal Questionnaire (permittee)? ☒ Yes ☐ No3. Have you been a Wisconsin resident for at least 90 continuous days? ☒ Yes ☐ No
See instructions for exceptions.

Continued →

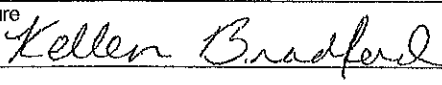
Part D: Business Attestation

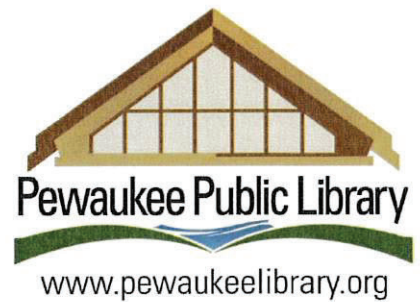
READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name Glass		First Name Jonathan	M.I. D.
Title VP SHP VI Pewaukee Investor	Email licensing@thewaters.com	Phone (404) 704-3821	
Signature 		Date 03/11/26	

Part E: Agent Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name Kellen		First Name Bradford	M.I. J
Signature 		Date 03/11/26	



TO: Common Council, City of Pewaukee

FROM: Nan Champe, Library Director *Nan Champe*

SUBJECT: Request for Project and Funding Approval for Pewaukee Public Library Flat Roof Replacement Project

DATE: 3/19/2026

On behalf of the Pewaukee Public Library Board of Trustees, I would like to submit a request for project and funding approval in the amount of \$26,960.00 for the replacement of the Library's flat roof.

For this project, we are partnering with Garland Company, Inc to provide technical expertise. Garland developed the project specifications and Request for Bid, assisted in evaluating submissions and selecting the successful bidder, and will continue to provide support during installation to help ensure all work meets required standards and quality expectations. A formal bidding process, conducted in accordance with the legal requirements of the State of Wisconsin, concluded on March 3, 2026.

Four contractors submitted bids under the same scope of work, specifications and performance standards. Based on this process, the Board has approved the award of the project to the lowest responsible bidder M.M. Schranz Roofing. M.M. Schranz Roofing is the low bidder for this project with a Base Bid of \$134,800 and Alternative #1 of \$161,300.00.

In addition, the Board approved to accept the base bid of \$134,800 for a modified Bitumen Roof System, which includes a 30-year warranty. The Board also voted to reject Alternative #1, which would have provided a polyurethane modified Bitumen Roof System with a 40-year warranty at the total cost of \$161,300. Approval of this contract remains contingent upon project and funding approval from both the City of Pewaukee and the Village of Pewaukee.

The replacement of the Library's flat roof is categorized as a Capital Project in the Joint Library Agreement. Following these terms, the City has agreed to contribute 20% toward capital project costs. For this project, a 20% contribution is \$26,960.

We sincerely appreciate the City's continued support and partnership in maintaining and improving our shared community resources. Please feel free to contact me if you need any additional information regarding this project.

Enclosures:

1. Bid Tabulation
2. M.M. Schranz Bid Proposal

Browse. Borrow. Bloom.

210 Main Street • Pewaukee, WI 53072 • 262.691.5670 • Fax: 262.691.5673

BID TABULATION

Project: **Pewaukee Public Library**
 Bid Date: **3/3/26**

DISCIPLINE:				
CONTRACTOR	Base Bid - Mod Bit 30 YR	ALT #1 Base Bid - Mod Bit 40 YR	Spot Deteriorated Deck Replacement	Spot Wet Insulation Replacement
LANGER ROOFING	\$149,900.00	\$193,900.00	\$30.00	\$32.00
FJA CHRISTIANSEN	\$143,818.00	\$166,322.00	\$12.00	\$5.00
MM SCHRANZ	\$134,800.00	\$26,500.00 ADD ↑ 8161,300.00	\$20.00	15.00
PIONEER ROOFING	\$198,980.00	\$234,285.00	\$20.00	\$14.00

BID PROPOSAL

Dated this 2nd, day of March, 2026

TO:

Pewaukee Public Library
210 Main Street
Pewaukee, WI 53072

RE: 2026 BUILDING ENVELOPE PROJECT

Dear Ms. Nan Champe:

The undersigned bidder having familiarized itself with the Contract Documents hereby proposes, in compliance with said Contract Documents, to furnish all labor, equipment, materials, drayage, tools, supervision, etc., and to complete all said work as herein specified on the following pages at the **Pewaukee Public Library**.

Base Bid: \$134,800.00

Install Modified Bitumen Roof System for Pewaukee Public Library 2026 Building Envelope Project, per Project Specifications and Scope of Work. To provide supervision, labor, materials and equipment for roof project per project specifications:

Lump sum price: One Hundred Thirty-Four Thousand Eight Hundred dollars and ---- $\frac{\text{ }}{100}$

Alternate #1: ADD \$26,500.00

Install Polyurethane Modified Bitumen Roof System for Pewaukee Public Library 2026 Building Envelope Project, per Project Specifications and Scope of Work. To provide supervision, labor, materials and equipment for roof project per project specifications:

Add to Base Bid: Twenty-Six Thousand Five Hundred dollars and ---- $\frac{\text{ }}{100}$

Add: Unit Prices

1. For spot replacement of deteriorated deck. \$ 20.00 /Sq Ft.
2. For spot replacement of wet/deteriorated Insulation. \$ 15.00 /Sq Ft.

ADDENDA

I acknowledge receipt of the Addendum instructions numbered __, __, and have incorporated their provisions into the bid.

The undersigned understands and agrees that the Owner has the right to reject any and all bids, to waive informalities or other requirements for its benefit.

GUARANTEE OF GOOD FAITH

If this proposal is rejected, or if it is accepted and the undersigned shall enter into contract and furnish necessary bonds and proof of insurance, then the check or bid-bond, when applicable, which has been deposited with this bid shall be returned. However, if the undersigned should refuse to enter into contract and furnish the necessary bond within twenty (20) days after notification of acceptance then the bid security shall be forfeited to the purchaser as liquidated damages.

Signature:  _____

Firm: M.M. Schranz Roofing, Inc.

Individual: Jason Busalacchi

Title: Corporate Secretary/Treasurer

Address: 6360 N. 60th Street

Milwaukee, WI 53218

Telephone: 414-358-3100

Federal Tax Identification Number: 39-0598305

Accepted _____

Pewaukee Public Library

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.



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

T: +1 (414) 777 5500
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

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Rev. June 2024

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.

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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Baker Tilly US, LLP and Baker Tilly Advisory Group, LP and its subsidiary entities provide professional services through an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable laws, regulations and professional standards. Baker Tilly US, LLP is a licensed independent CPA firm that provides attest services to clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and business advisory services to their clients. Baker Tilly Advisory Group, LP and its subsidiary entities are not licensed CPA firms.

Baker Tilly Advisory Group, LP and its subsidiaries and Baker Tilly US, LLP, trading as Baker Tilly, are independent members of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly Advisory Group, LP and Baker Tilly US, LLP are not Baker Tilly International's agents and do not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly Advisory Group, LP, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

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.

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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

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

**EXTENSION OF TERM OF
INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN THE VILLAGE OF PEWAUKEE, CITY OF PEWAUKEE
AND THE TOWN OF DELAFIELD REGARDING THE
PEWAUKEE LAKE WATER SAFETY PATROL UNIT**

This Extension Agreement is made and entered into the ____ day of _____, 2026, by and between the Village of Pewaukee, Wisconsin, a municipal corporation (hereinafter referred to as the "Village"), the City of Pewaukee, Wisconsin, a municipal corporation (hereinafter referred to as the "City") and the Town of Delafield, Wisconsin, a municipal corporation (hereinafter referred to as the "Town"), as riparian jurisdictions on Pewaukee Lake.

WHEREAS, the Village, City and Town entered into a Intergovernmental Cooperation Agreement regarding the Pewaukee Lake Water Safety Patrol commencing on April 1, 2016, (hereinafter referred to as the "Agreement"); and

WHEREAS, the Village, City, and Town entered into an Extension of the Agreement commencing on April 1, 2021; and

WHEREAS, the Agreement as extended is scheduled to terminate on March 31, 2026; and

WHEREAS, the Village, City and Town are desirous of again extending the term of the current Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties do hereby covenant and agree as follows:

Paragraph F of the Agreement is hereby amended to provide that the Term of the Agreement shall hereby be extended, commencing April 1, 2026, and continuing until March 31, 2031, unless otherwise terminated prior to that date, pursuant to the terms of the Agreement.

Paragraph K of the Agreement is hereby amended to strike "Water Safety Patrol Committee" and replace with "Lake Pewaukee Advisory Committee" and to further provide that meetings of the Committee shall take place at the Village of Pewaukee Village Hall. Minutes of committee meetings shall be kept by the Village, posted on the Village website, and the City and Town respective websites shall link to the Village's webpage for posting of such minutes.

This Extension Agreement may be executed in identical counterparts.

All other terms and conditions of the Agreement shall remain in full force and effect. This Extension Agreement shall be effective as of the date first above written.

[SIGNATURE PAGE OF EXTENSION AGREEMENT TO FOLLOW]

APPROVAL OF EXTENSION AGREEMENT

Village of Pewaukee

Approved by the Village Board of the Village of Pewaukee on the _____ day of _____, 2026.

VILLAGE OF PEWAUKEE

By: _____
Jeffrey Knutson, President

ATTEST:

By: _____
Jenna Peter, Clerk

City of Pewaukee

Approved by the City Council of the City of Pewaukee on the _____ day of _____, 2026.

CITY OF PEWAUKEE

By: _____
Steve Bierce, Mayor

ATTEST:

By: _____
Kelly Tarczewski, Clerk/Treasurer

Town of Delafield

Approved by the Town Board of the Town of Delafield on the _____ day of _____, 2026.

TOWN OF DELAFIELD

By: Edward Kranick
Edward Kranick (Mar 19, 2026 20:49:44 CDT)
Edward Kranick, Chairman of the Board

ATTEST:

By: Michelle Luedtke
Michelle Luedtke, Clerk/Treasurer

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

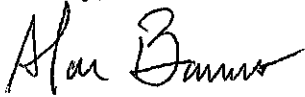
recyclables at their Germantown facility. The contract also places the responsibility for alternative processing to WM.

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,

A handwritten signature in black ink that reads "Alan Barrows". The signature is fluid and cursive, with the first name "Alan" and last name "Barrows" clearly distinguishable.

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
<u>Revenues</u>	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
<u>Expenses</u>										
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 plant 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



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

City of Pewaukee - New Agenda Item

Agenda Language:

Discussion and possible action regarding the 2025 Annual Municipal Separate Storm Sewer System (MS4) Permit Report.

Sub Item Agenda Language:

Background Provided By:

Magdelene Wagner/Richard Wirtz

Background:

As required by our Wisconsin Department of Natural Resources NR216 permit, the City creates an annual report. This is referred to as our Annual MS4 Report. (MS4 = Municipal Separate Storm Sewer System). This report summarizes activities for our permit compliance for the year. The report is a lengthy one and the Council previously requested a summary report. Attached you will find this summary report. The full report may be viewed on the City's website at <https://www.cityofpewaukee.us/218/Storm-Water-Management> (if the link does not work, the full report is located on the City's website under Departments, Public Works, Storm Water Management) and scroll to near the bottom of the page under reports and click the year 2025.

Fiscal Impact:

Recommended Motion:

Council accept the 2025 Annual Report.



**Department of Public Works
Engineering Division**

W240N3065 Pewaukee Road
Pewaukee, WI 53072
(262) 691-0804 Fax: (262) 691-5720

Memorandum

To: Magdelene Wagner, P.E.

From: Richard J. Wirtz, P.E., CFM

Subject: City of Pewaukee Annual MS4 Report for 2025

Date: March 31, 2026

As in previous reporting cycles, we are providing a brief summary report and supporting data to be posted on the City's website and provided to members of the Public Works Committee and Common Council which briefly describes the major components of the City's permit, the measurable goals of these components, the results achieved during the reporting year and any recommended changes to the programs. If you are interested in viewing the full report, please go to the City's website at <https://www.cityofpewaukee.us/218/Storm-Water-Management>. This summary report along with the information provided in Attachments B through E were submitted to the WDNR along with the City's eReport. A copy of the 2025 eReport filed with the WDNR is attached at the end of the summary report as Attachment A.

Highlights from the 2025 reporting period included:

- The WDNR has been developing TMDL and waste load allocation for the Illinois/Fox River. The draft TMDL report and waste load allocations have been completed. The two pollutants of concern are Total Suspended Solids (TSS) and Total Phosphorous (TP). Based on the draft report, the City will be required to reduce TP by 58% and TSS by 29.7%.
- City staff and consultants performed 724 erosion control inspections, issued five Notices of Noncompliance, issued eight Notices of Violation, and recommended \$9500.00 dollars in fines to the Sheriff's office during the reporting period. City staff spent an estimated 696 hours conducting inspections, reviewing plans and enforcing the City erosion control ordinance.
- The City currently owns 17 Best Management Practices (BMP's), of which 13 were inspected at least once during the reporting period. Additionally, City staff conducted 2 inspections of privately owned BMP's. City staff time to review storm water management submittals and inspect BMP's accounted for approximately 401 hours.
- Highway crews applied approximately 2100 tons of salt and 3380 gallons of salt brine to City streets through the end of February for the 2025-2026 winter season. This results in an average application of 11 tons of salt per lane mile for the winter season so far. This is 1.8 tons more than the previous winter season.
- Highway crews removed 30.9 tons of material from approximately 57 inlets and catch basins, repaired

Director Magdelene Wagner, P.E.



**Department of Public Works
Engineering Division**

W240N3065 Pewaukee Road
Pewaukee, WI 53072

(262) 691-0804 Fax: (262) 691-5720

26 storm sewer structures, cleaned 1118 feet of roadside swales, and swept 2405.1 lane miles of streets removing 64.4 tons of material.

- Approximately 1069 tons of yard waste was collected at the City Recycling Center drop off site and by the City's waste hauler and taken to Johnson's Nursery LLC for composting/recycling.

City of Pewaukee - New Agenda Item

Agenda Language:

Discussion and Possible Action Regarding Village of Lisbon Request for Municipal Water Service to a Targeted Service Area [Wagner]

Sub Item Agenda Language:

Background Provided By:

Magdelene Wagner/Jane Mueller

Background:

From March 2, 2026:

The Village of Lisbon has requested the City of Pewaukee Water Utility serve a targeted area with municipal water. Please see the attached letter.

A study was completed on serving this area in May 2025. The report was presented to the Public Works Committee at their May 22, 2025. The consensus was to serve the area when our PFAS affected wells come back at full capacity post treatment. See attached agenda and minutes.

The Study (see attached) indicates that once we have our PFAS affected wells back in service that the City has the capacity to serve this limited area in the Village. The City is looking to bid the PFAS treatment system in 2026. Construction will take about 1 year and is anticipated to be operational in mid-2027. This will likely be around the same time any of the Village of Lisbon's customers will come online for service. Serving this area may require the City to pursue additional well capacity sooner than needed for just City residents, but it would not impact this in a significant way due to the limited service area.

The City will need an intergovernment agreement, Wisconsin Department of Natural Resources approval, Public Service Commission approval, and a rate study to approve serving this area.

A draft response is included in the packet for your review. If the Village of Lisbon agrees, Staff will further pursue costs to complete the analysis and approvals and will return to Council for approval to spend those funds and any associated agreements for payment from the Village.

UPDATE 4/6/2026:

1. After discussion with a Utility Attorney, it has been determined that we cannot charge the Village of Lisbon a surcharge of 25% on the rates. The City is allowed to ask for an economic compensation provision payment for connection to the system. This payment would be a City benefit only and not a direct benefit to the Utility.

2. If the Village either operated its own system or contracted with a private vendor, the City could sell them water as a wholesale customer. In this case, we would only be providing the water to the Village's system.
3. The final option we discussed is the Village being a retail water customer and contracts with the City to maintain and operate their system. The Village would own the infrastructure and the City would exercise valves, hydrants, and billing for examples. Further discussion on this option would be required to determine some guidelines.

Fiscal Impact:

Recommended Motion:

Council direct staff to mail draft letter supporting the water service to the Village of Lisbon to foster further discussion.



VILLAGE OF LISBON

W234 N8676 Woodside Rd

Lisbon, WI 53089-1545

January 26, 2026

City of Pewaukee
Attn: Administrator Scott Klein
W240N3065 Pewaukee Road
Pewaukee, WI 53072

Subject: Formal Request for Retail Water Service to the Village of Lisbon Target Service Area

Dear Administrator Klein,

The Village of Lisbon respectfully submits this formal request for retail water service to the Village's designated target service area. A figure illustrating the proposed service area boundaries has been provided for your reference.

Purpose and Project Timeline

The Village intends to pursue Public Service Commission (PSC) Construction Authorization on or before June 2026, with construction activities and customer connections planned for calendar year 2027. This request initiates the coordination necessary to meet that schedule and to establish mutually agreeable service terms.

Technical Considerations

The Village anticipates the following system characteristics and requirements:

- 103 residential connections and 1 institutional connection within the target service area. A detailed demand summary has been provided by Strand Associates and is attached to this letter.
- Planned emergency interconnect between the Village and the City of Pewaukee to enhance system resiliency and redundancy.
- Minimum service area requested from each provider: Four properties along Weyer Road (LSBT 0288.987.003, 0288.987.002, 0288.987, & 0288.988)
- Maximum service area requested from each provider: Full extent of the target service area as depicted in the forthcoming figure.
- Water mains within the service area will be installed by the Village of Lisbon and dedicated to the supplier's utility.

Financial Considerations

To support Village planning and budgeting, we request information regarding:

- Connection fees applicable to new customers
- Retail water rates for residential and institutional users
- Any additional fees or charges associated with service initiation, infrastructure extensions, or ongoing operations

Contract Considerations

To facilitate timely review and negotiation, the Village requests:

- Proposed contract terms for retail water service
- Sample agreement language or template documents
- Any other contractual requirements typically associated with new wholesale or retail service arrangements



Desired Schedule for Coordination

To meet the PSC filing deadline, the Village proposes the following schedule:

- Concept discussions and preliminary agreement development: January–March 2026
- Village of Lisbon Board review and decisions: April–May 2026
- Service provider review and decisions: May 2026
- Service provider submission of PSC Construction Authorization: June 2026

The Village looks forward to collaborating with the City of Pewaukee to advance this important public infrastructure initiative. Please contact us at your earliest convenience to begin discussions or to request additional information.

Sincerely,

Daniel Green
Administrator
Village of Lisbon

Legend

- Existing City of Pewaukee Water Main
- Village Boundary
- Area Boundary
- Proposed Water Main
 - 6-inch
 - 8-inch
 - 12-inch

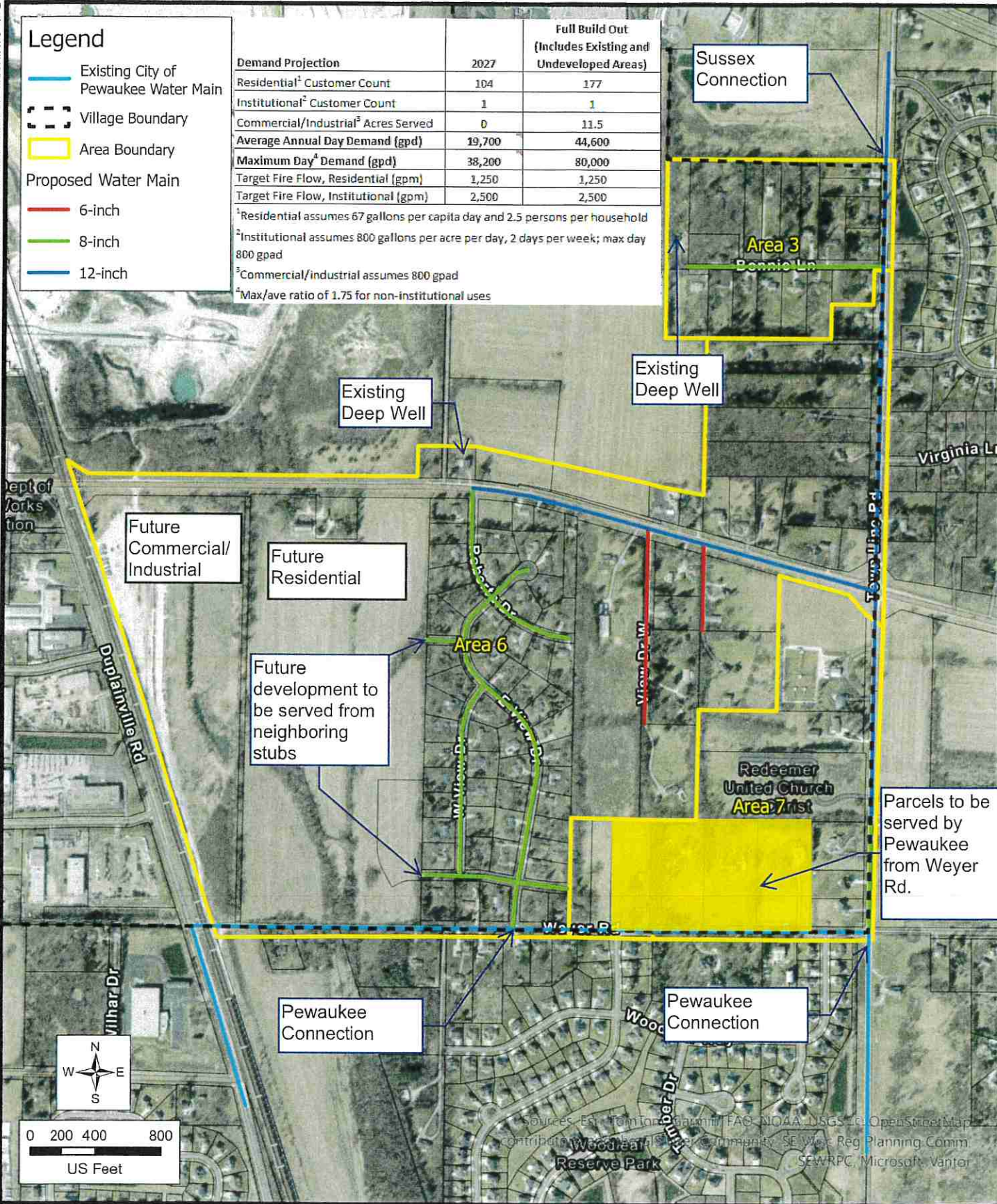
Demand Projection	2027	Full Build Out (Includes Existing and Undeveloped Areas)
Residential ¹ Customer Count	104	177
Institutional ² Customer Count	1	1
Commercial/Industrial ³ Acres Served	0	11.5
Average Annual Day Demand (gpd)	19,700	44,600
Maximum Day ⁴ Demand (gpd)	38,200	80,000
Target Fire Flow, Residential (gpm)	1,250	1,250
Target Fire Flow, Institutional (gpm)	2,500	2,500

¹Residential assumes 67 gallons per capita day and 2.5 persons per household

²Institutional assumes 800 gallons per acre per day, 2 days per week; max day 800 gpd

³Commercial/Industrial assumes 800 gpad

⁴Max/ave ratio of 1.75 for non-institutional uses



VILLAGE OF LISBON WATER SERVICE AREA REQUEST MAP

**WATER FEASIBILITY STUDY
VILLAGE OF LISBON
WAUKESHA COUNTY, WISCONSIN**



**FIGURE 1
3581.011**

City of Pewaukee - New Agenda Item

Agenda Language:

Discussion and possible action regarding the Lisbon Water Service Report

Sub Item Agenda Language:

Background Provided By:

Magdelene Wagner

Background:

The Village of Lisbon requested the City of Pewaukee provide water service to a limited area in the Village. Upon request and direction from the Committee and the Council, the City entered into an agreement to have a consultant study the feasibility of providing the requested service. The study is not complete.

Please find the enclosed report. To summarize, the City will be able to provide service to the requested area after we have completed several projects. The projects are currently in design and construction will not be completed until 2028.

The report has been sent to the Village of Lisbon. We are waiting to hear back if they still desire service for this area with the timeline proposed. If service is still desired, we will bring back any additional requests for discussion.

Fiscal Impact:

Recommended Motion:

believing it would benefit the County. Despite multiple follow-ups, the Village was still awaiting a response from the County.

Ms. Wagner noted that the deadline to sign an agreement with the DOT for the project had passed. She expressed that at this point, there was little the City could do since the intersection was outside their jurisdiction. The most they could do would be to follow up with the Village, which now has a new administrator.

Committee members agreed that the window of opportunity for this project had closed, and their hands were tied on the matter.

5. Water and Sewer Division

5.1 Discussion and possible action regarding the Lisbon Water Service Report

Ms. Wagner presented a report on the potential for providing water service to a limited area in the southeast quarter of the Village of Lisbon, as requested by the Village. Lisbon paid for the study included in the packet.

Ms. Wagner highlighted several concerns about providing this service, noting issues within the City's current system, such as PFAS and radium contamination, and reduced capacity at certain wells. She explained that these issues have raised concerns about firm capacity, indicating that it would likely take 2 to 3 years before the City could provide service to the requested area due to these existing challenges.

Ms. Wagner sent the report to Lisbon and is awaiting their response to see if they are still interested in receiving service within this timeframe. She mentioned that Lisbon was also in talks with the Village of Sussex about water service.

Committee members expressed support for serving these areas once the City's **firm** capacity is restored, provided it does not shortchange Pewaukee's own customers. They viewed it as a good move to promote tranquility between municipalities.

Mr. Tormey asked if Lisbon was looking for immediate service. Ms. Wagner responded they were looking for service within the next year.

Ms. Wagner also mentioned that Lisbon was in discussions about possibly leveraging funding from a quarry to support the water main extensions in that area.

Additionally, Ms. Wagner discussed the possibility of laying out loops for the water service to ensure adequate flow and pressure, considering both existing infrastructure and potential future needs. The committee members also recognized that achieving the proposed extensions would be instrumental in addressing the well relief areas for affected residents while ultimately supporting community-wide growth and cooperation.

5.2 Discussion and possible action regarding capping assessments for connecting to municipal water and sanitary sewer [Wagner / Mueller]

Ms. Wagner reported on discussions from a recent Common Council meeting

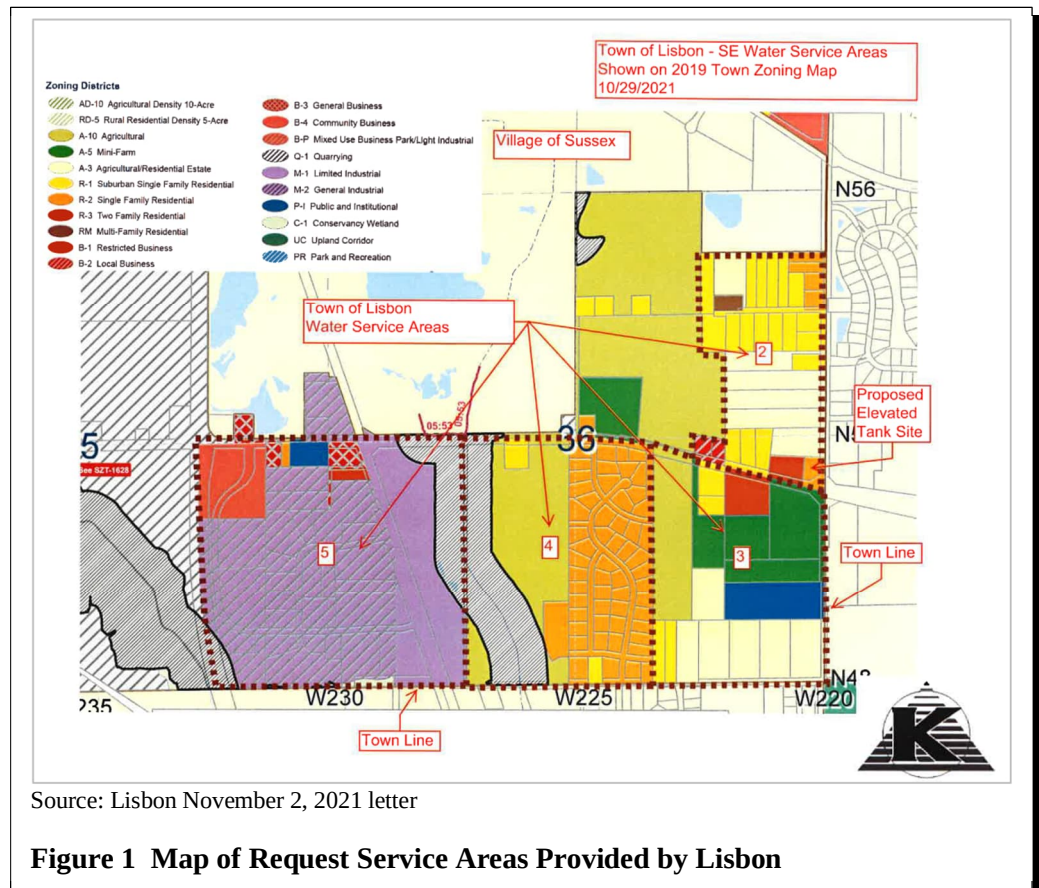
May 8, 2025

Ms. Maggie Wagner, City Engineer, Director of Public Works
City of Pewaukee
W240N3065 Pewaukee Road
Pewaukee, WI 53072

Re: Engineering Review of Municipal Water Service
City of Pewaukee, Wisconsin (City)

Dear Maggie,

The Village of Lisbon, Wisconsin (Lisbon) has requested retail water service from the City for a limited area. This letter summarizes Strand Associates, Inc.®'s (Strand) analysis of the capacity of the City's water system to supply the requested demands and the ability of the City's water system to deliver normal and emergency demands. The request is detailed in a letter from Lisbon dated November 2, 2021, which is enclosed. The requested service area is shown Figure 1. Lisbon has requested water service to Areas 2 through 5 shown on Figure 1.



Ms. Maggie Wagner, City Engineer, Director of Public Works
City of Pewaukee
Page 2
May 8, 2025

Executive Summary

The City is currently in a situation where it is meeting its own water demands due to operating some existing wells that are faced with water quality issues. The City is working to address these issues with ongoing capital projects that are expected to be completed in approximately 2 to 3 years. In the interim, the City would not have adequate supply capacity without operating the wells in question, and adding Lisbon demands only exacerbates the issue. The City is projected to have excess capacity after these issues are addressed. From that point onward, any capacity the City wishes to sell or reserve for Lisbon's request could be accounted for when planning any future projects, as would be the case with any other existing customer demands.

Requested Demand

Demand projections were provided by Lisbon for the year of connection (current year) and an unspecified future year for each area. These projections are shown in Table 1. Lisbon determined the current year demand from the existing development. The future year demand was projected based on land use of vacant land within each service area. Lisbon added a 5 percent water loss to be compensated by additional pumping required.

The Lisbon demand methodology was reviewed and compared against the methodology used in the City's *2023 Water System Master Plan* (Master Plan) prepared by Strand. The Lisbon demand methodology was found to be reasonable and slightly conservative (slightly higher demand) than what would be projected with the City's Master Plan methodology. For example, Lisbon used slightly higher density or gallon per acre per day water demand values, but the City's Master Plan used a slightly higher water loss percentage. The methodology produced results close enough to the City's Master Plan methodology that the Lisbon demands presented in the request letter will be evaluated as is.

Lisbon Development Area	Current ADD		Future Total ADD		Future Total Maximum Day	
	gpd	gpm	gpd	gpm	gpd	gpm
Area 2	8,322	5.78	10,534	7.32	21,805	15.14
Area 3	2,422	1.68	17,116	11.89	35,430	24.60
Area 4	8,848	6.14	20,540	14.26	42,518	29.53
Area 5	45,100	31.32	70,125	48.70	145,159	100.80
5% Loss	3,235	2.25	5,916	4.11	12,246	8.50
Total	67,927	47.17	124,231	86.27	257,158	178.58

Notes:

gpd=gallons per day

gpm=gallons per minute

ADD=average day demand

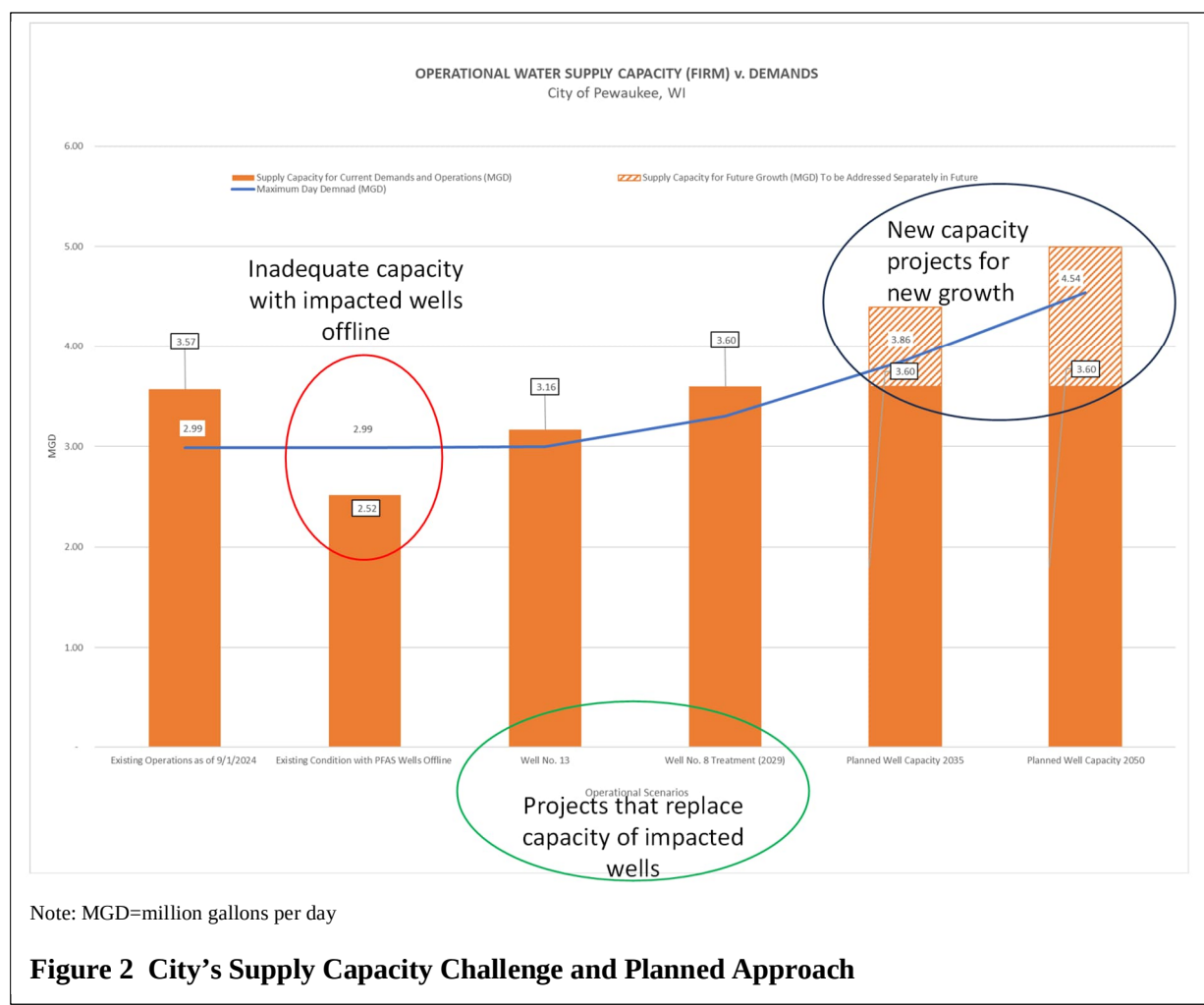
Table 1 Lisbon Projected Demands

Ms. Maggie Wagner, City Engineer, Director of Public Works
 City of Pewaukee
 Page 3
 May 8, 2025

Supply Capacity

The City currently has source supply issues that impact its available supply capacity. Two wells have per- and polyfluoroalkyl substances (PFAS) contamination that is greater than the water quality standard and must be treated, abandoned, or replaced by 2029. Another well has partially collapsed and is under the Wisconsin Department of Natural Resources (WDNR) consent order to be abandoned due to radionuclide levels that have exceeded the standards.

Figure 2 demonstrates how various operational scenarios impact the City's ability to meet its own demands. The City is currently operating all wells in question while improvement projects are planned and while awaiting further direction from the WDNR. The second bar from the left indicates that the City currently does not have enough capacity to meet its own maximum day demands (MDD) without the impacted wells in services. The third and fourth bars from the left indicate that the projects that will address the impacted wells will provide adequate capacity when they are online in approximately 2028. The two bars on the right indicate that, by 2035 and 2050, new supply sources will need to be added to meet the water demands of new growth.



Ms. Maggie Wagner, City Engineer, Director of Public Works
 City of Pewaukee
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 May 8, 2025

Table 2 demonstrates the City's ability to meet Lisbon's demand request in each operational scenario. The City will not have adequate capacity to meet the Lisbon demands until the projects are completed that will replace the capacity of the impacted wells in approximately 2028.

The City does not have enough capacity to meet its own projected demands for 2035 and 2050 and, therefore, will need to add new supply sources if the growth projections are realized. Any planned supply sources to meet growth in 2035 and beyond would have to be planned to continue to provide adequate capacity for any existing customers at the time (including Lisbon), if the City wishes to add the requested service area.

Demand and Supply Scenario	Firm Well Capacity (MGD)	MDD (MGD)	Reserve Capacity (MGD)
The City in 2025 without impacted wells	2.52	(2.99)	(0.48)
The City in 2025 with impacted wells	3.08	(2.99)	0.09
The City in 2025 and Lisbon demands, with impacted wells	3.08	(3.06)	0.02
The City in 2028 with source water replacement, and Lisbon current demands	3.60	(3.07)	0.53
The City in 2035 with additional supply and Lisbon future demands	4.40	(4.12)	0.28
The City in 2050 with additional supply and Lisbon future demands	5.00	(4.80)	0.20

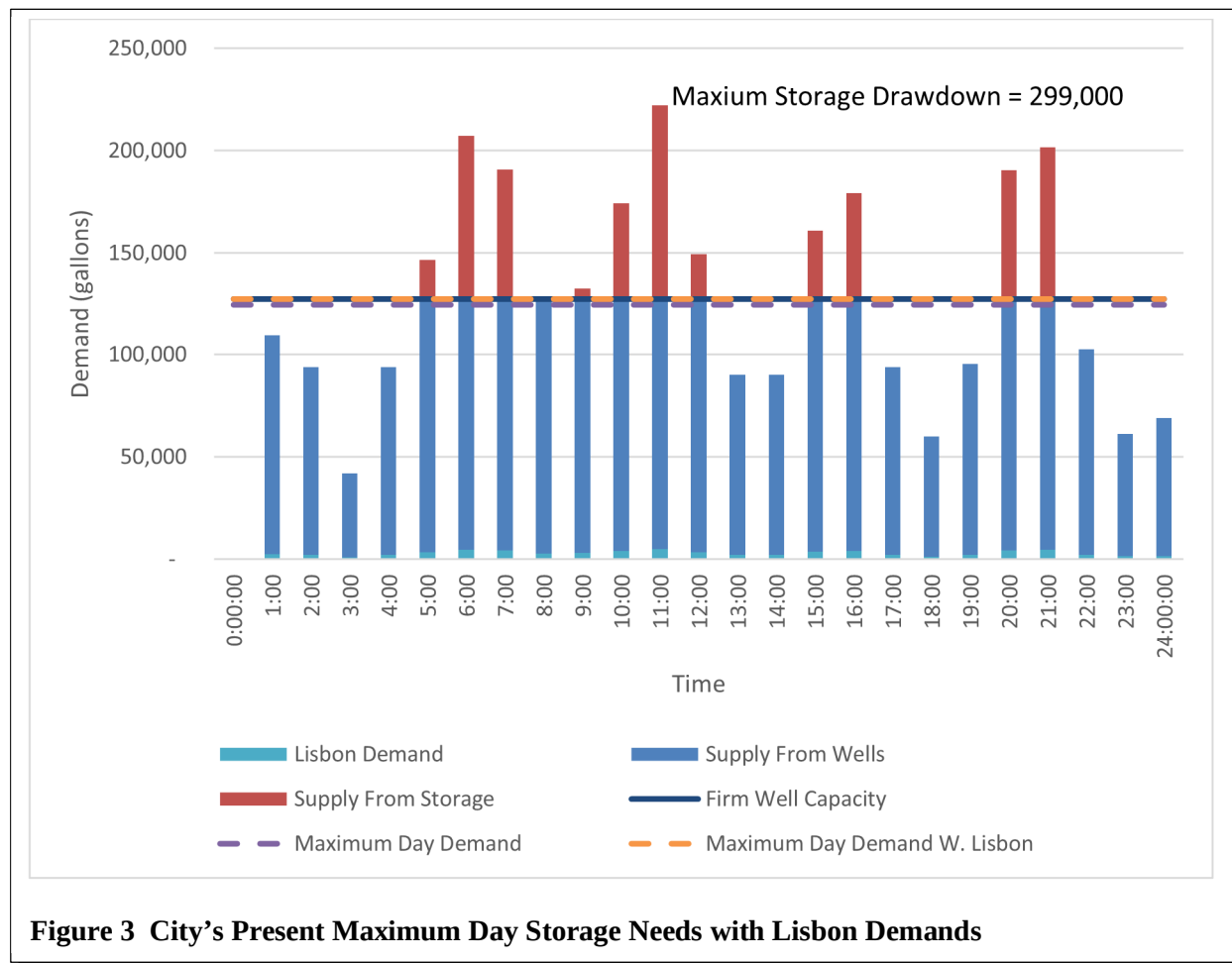
Note: Values within parentheses represent negative values.

Table 2 City Well Capacity with Current and Future Lisbon Demands

Ms. Maggie Wagner, City Engineer, Director of Public Works
 City of Pewaukee
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 May 8, 2025

Storage Capacity

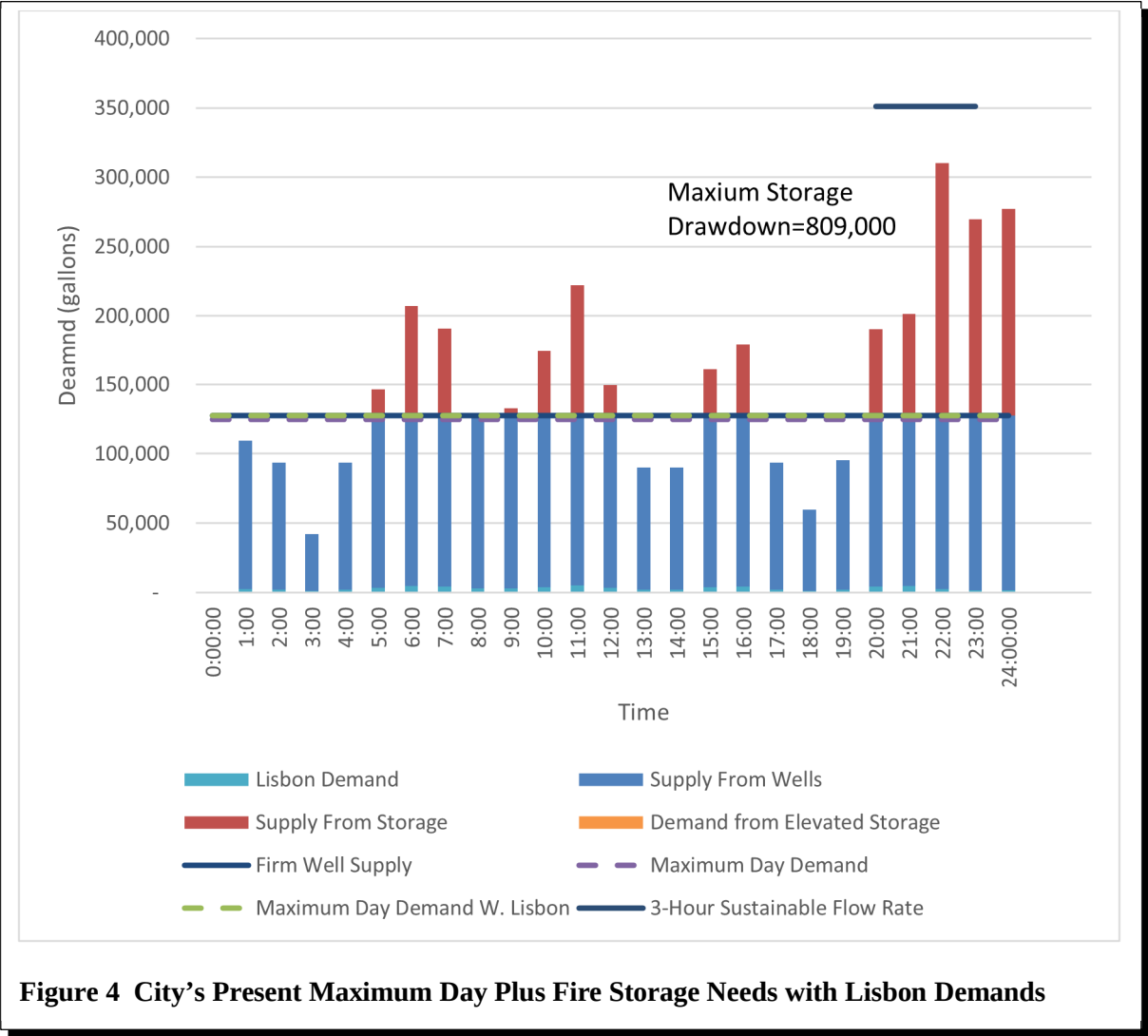
Figure 3 presents the hourly domestic demand throughout the current maximum day, including Lisbon demands, and assuming the impacted wells are offline. The storage drawdown would be approximately 299,000 gallons. However, because the City does not have adequate supply capacity to meet multiple maximum demand days in a row, the storage would decline over time. This volume of storage is within the City's existing storage capacity.



Ms. Maggie Wagner, City Engineer, Director of Public Works
City of Pewaukee
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May 8, 2025

Capacity Analysis with Fire Flow

Figure 4 shows the volume of water required from storage if the fire event were to start at the point of maximum storage drawdown in the system. The total volume required from storage would be 809,000 gallons. This is within the existing storage capacity of the system and within the City’s 3-hour sustainable pumping rate to satisfy emergency demands (when booster pumps at well facilities are running at firm capacity). Again, if the impacted wells are offline, the remaining wells will not be able to replenish storage.



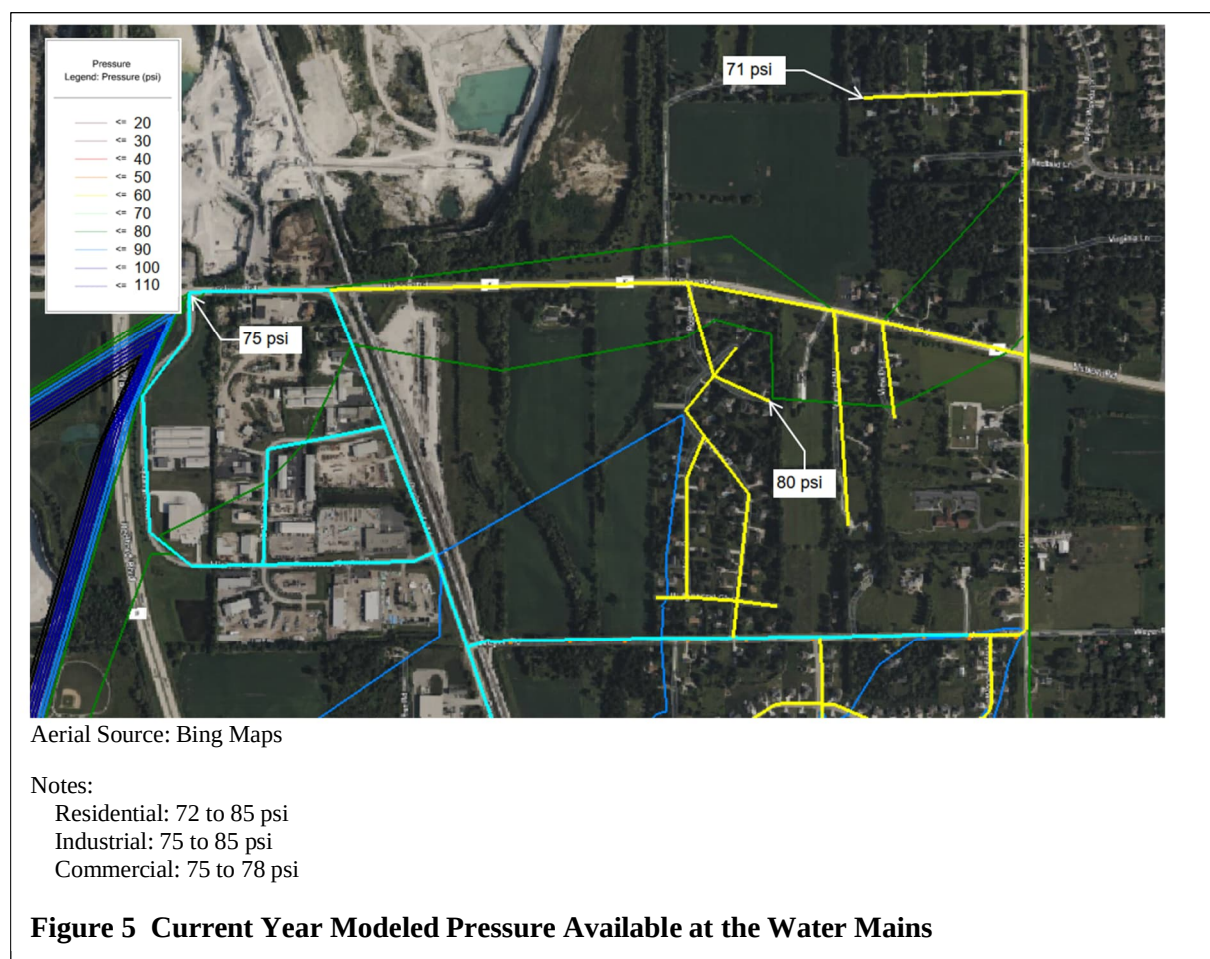
Ms. Maggie Wagner, City Engineer, Director of Public Works
 City of Pewaukee
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 May 8, 2025

Water Main Sizes and Modeled Service Pressures

Proposed water mains within the Lisbon service areas were assumed to be 12-inch-diameter mains in Area 5 due to industrial land use and 8-inch-diameter mains in the remaining areas. A retail customer arrangement was assumed so that the water mains would be looped back into the City's system. A wholesale customer arrangement would require metering facilities and check valve stations.

The existing computer model was used to evaluate the distribution system's ability to supply present and future water demands throughout the City and Lisbon with the needed flow for firefighting. Modeled pressures are considered accurate to within ± 5 pounds per square inch (psi).

Figure 5 displays the pressure contours during the current year, MDDs for the Lisbon service area. Lisbon service area pressures range from approximately 72 to 85 psi.



Modeled Fire Flow Availability

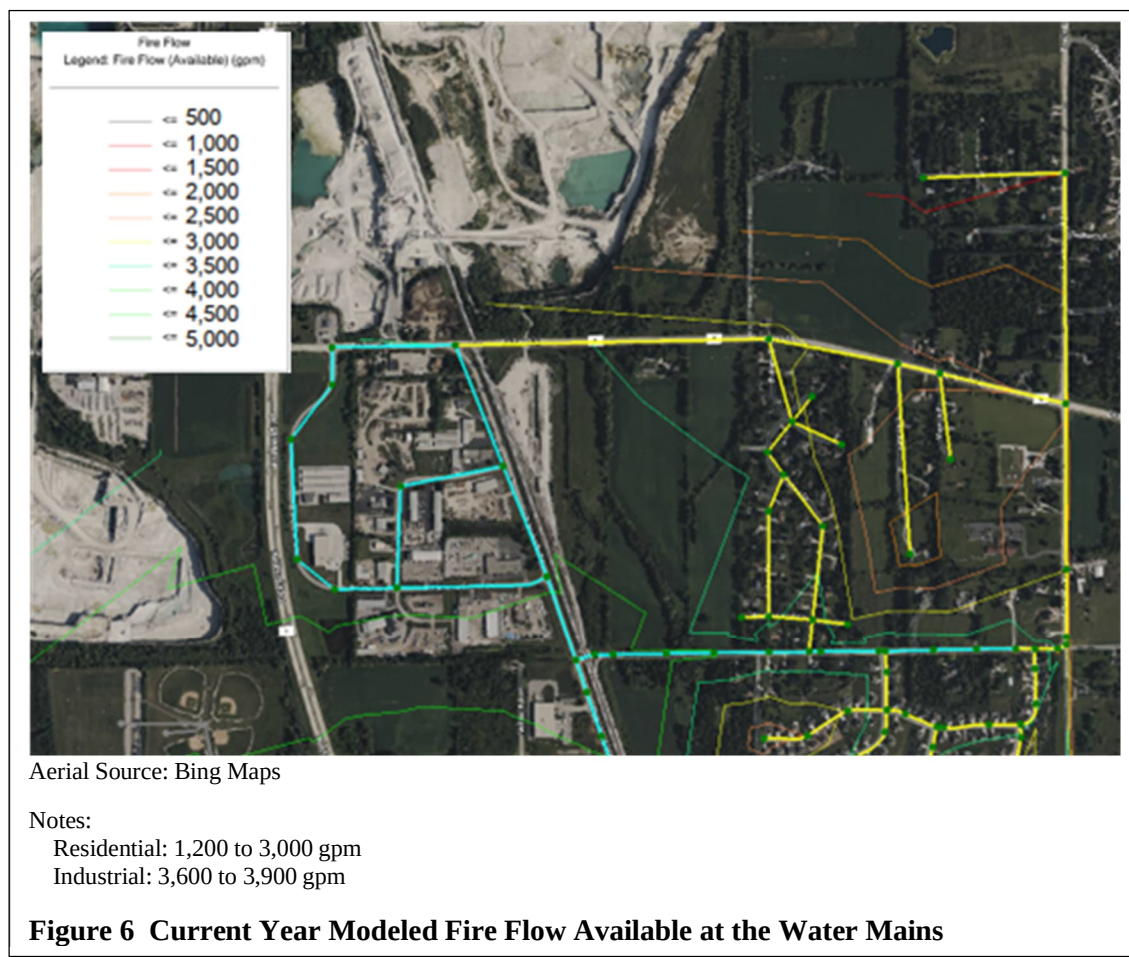
The City has provided target fire availability parameters in the system based on the general land use categories, as shown in Table 3, which exceed the WDNR minimum 500 gpm. Modeled fire flow availability less than the target may not mean that a capital improvement is necessary. Modeled fire flows

Ms. Maggie Wagner, City Engineer, Director of Public Works
 City of Pewaukee
 Page 8
 May 8, 2025

are generally considered accurate to within 10 percent and represent the flow available at the main while operating the firm supply facilities and maintaining 20 psi at all customer service locations in the City. Figure 6 displays the current year maximum day fire flow contours. The industrial area has approximately 3,600 gpm or more available, while other areas have approximately 1,200 gpm or higher available.

Land Use Type	City Target Fire Flow (gpm)
Industrial	4,000
Commercial	2,500
Governmental and Institutional	2,500
Low-Density Residential	1,500
Low- to Medium-Density Residential	1,500
Medium-Density Residential	1,500
High-Density Residential	3,500

Table 3 Target Fire Flow Availability Parameters



Ms. Maggie Wagner, City Engineer, Director of Public Works
City of Pewaukee
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May 8, 2025

Conclusion

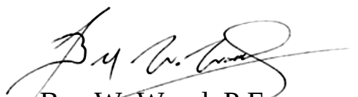
The City will have adequate capacity to serve the Lisbon requested demands by approximately 2029 after the City's planned projects are completed in approximately 2028. In the interim, the City would only be able to meet the demands while continuing to operate impacted wells.

Within the Lisbon service area, a combination of 12- and 8-inch-diameter water mains appears to provide adequate fire flow relative to WDNR standards and the City's target flows. Pressures in the service area would be approximately 72 to 85 psi. These results were produced in the distribution system model assuming that Lisbon would be a retail customer with multiple connection points to the City.

Please call 414-271-0771 with any questions.

Sincerely,

STRAND ASSOCIATES, INC.®



Ben W. Wood, P.E.



Brooke A. Larson

Enclosure



TOWN OF LISBON
W234 N8676 Woodside Rd.
Lisbon, WI 53089

November 2, 2021

Re: Formal Request for Water

Dear Madeline Wagner,

Lisbon is looking for possible ways to deliver water service to properties located in the southeast portion of Lisbon. These are areas that Sussex is not able to service. Pewaukee is adjacent to the areas we would like served.

I am requesting Pewaukee water utility to review and consider providing water to Lisbon in areas 2, 4 and 5 of the attached map.

Thank you for taking the time to consider Lisbon's request. Please contact me by email or phone if you have any questions.

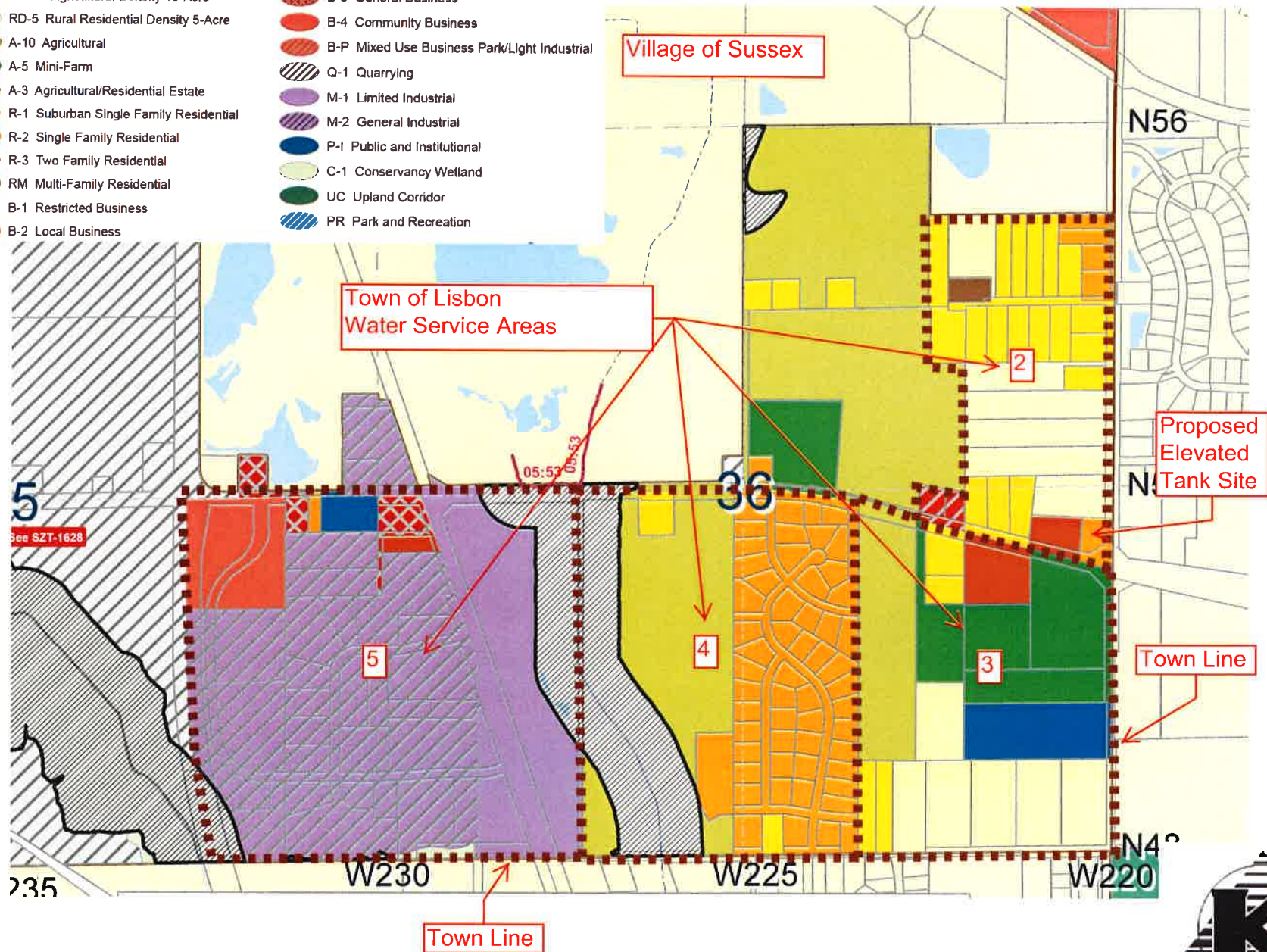
Regards,


Kathy Nickolaus
Lisbon Administrator

Town of Lisbon - SE Water Service Areas
Shown on 2019 Town Zoning Map
10/29/2021

Zoning Districts

- | | |
|--|--|
| AD-10 Agricultural Density 10-Acre | B-3 General Business |
| RD-5 Rural Residential Density 5-Acre | B-4 Community Business |
| A-10 Agricultural | B-P Mixed Use Business Park/Light Industrial |
| A-5 Mini-Farm | Q-1 Quarrying |
| A-3 Agricultural/Residential Estate | M-1 Limited Industrial |
| R-1 Suburban Single Family Residential | M-2 General Industrial |
| R-2 Single Family Residential | P-1 Public and Institutional |
| R-3 Two Family Residential | C-1 Conservancy Wetland |
| RM Multi-Family Residential | UC Upland Corridor |
| B-1 Restricted Business | PR Park and Recreation |
| B-2 Local Business | |





Town of Lisbon, Waukesha Co
SE Water Service Area
Map Areas 2, 3, 4, and 5
10/29/2021 by Basil Orechwa PE

Estimated Water Service Demands

	Current Development Demand avg gpd	Future Development Total Demand avg gpd	Future Peak Day Total Demand Max gpd
Area 2	8,322	10,534	21,805
Area 3	2,422	17,116	35,430
Area 4	8,848	20,540	42,518
Area 5	45,100	70,125	145,159
5% Loss	3,235	5,916	12,246
Totals	67,927	124,231	257,158

Current Demand is based on present development and build out
Future Demand is based on present + estimated future development
Max Day has peaking factor below applied
Water loss is added to be compensated by additional pumping req'd

Basis for Water Demand Estimates

158 gal/day/connection Residential Water Demand
Used for Town of Lisbon Planning from PSC Summary Reports for vicinity
1100 gal/day/acre Commercial and Mixed Use Development
Used by SEWRPC for vicinity demand estimates
1100 gal/day/acre Light Industrial (non-wet Process)
50% Parcel utilization factor is applied for storage & yard areas
Metcalf & Eddy references 800-1500 gal/day/acre
5% of total demand Acceptable Pumped Water Loss
2.07 Max Day / Avg Day typical for vicinity waterworks
above estimating values used for 2021 Town of Lisbon Planning
for Rt 164 Corridor Sewer & Watermain Service Area Extensions

Map Area 2

63 Acres Total	3.4 Acres Non-Residential
29 Current Residential Services	
4582 gpd average current residential demand	
3740 gpd average current non-residential demand	
8322 gpd total average current water demand	
1.4 Acres Typ Future Lot Size (Current smaller low density lots)	
43 Potential total future services by division of parcels	
6794 gal/day average potential residential water demand	
3740 gal/day average non-residential water demand	
10534 gal/day Estimated Average Daily Future Water Demand	

Map Area 3

90 Acres Total	9.6 Acres Church Parcel
14 Current Residential Services	
2212 gpd average current residential demand	
210 gal/day average non-residential water demand (Church)	
2422 gpd total average current water demand	
0.75 Acres Typ Lot Size (using adjoining subdivision to west)	
107 Potential total future services by division of parcels	
16906 gal/day average potential residential water demand	
210 gal/day average non-residential water demand (Church)	
17116 gal/day Estimated Average Daily Future Water Demand	

Map Area 4

118 Acres Total	9.1 Acres Waterway Conservancy
56 Current Residential Services	
8848 gpd average current residential demand	
0.75 Acres Typ Lot Size (using currently subdivided lands)	
55.4 Acres currently undeveloped and zoned Ag, less conservancy	
74 Potential total future services by division of parcels	
11692 gal/day Potential Average Daily Future Water Demand	
20540 gal/day Estimated Average Daily Future Water Demand	

Map Area 5

158.9 Acres Total	Zoning is industrial w/ commercial parcel
50% Utilization of Industrial Parcels	
82.0 acres Currently Developed	
20.7 acres Stormwater Mgmt & Street R/W	
10.7 acres RR Right of Way	
45.5 acres Undeveloped	
45100 gpd current average water demand	
25025 gpd average remaining buildout water demand	
70125 gpd average full buildout water demand	



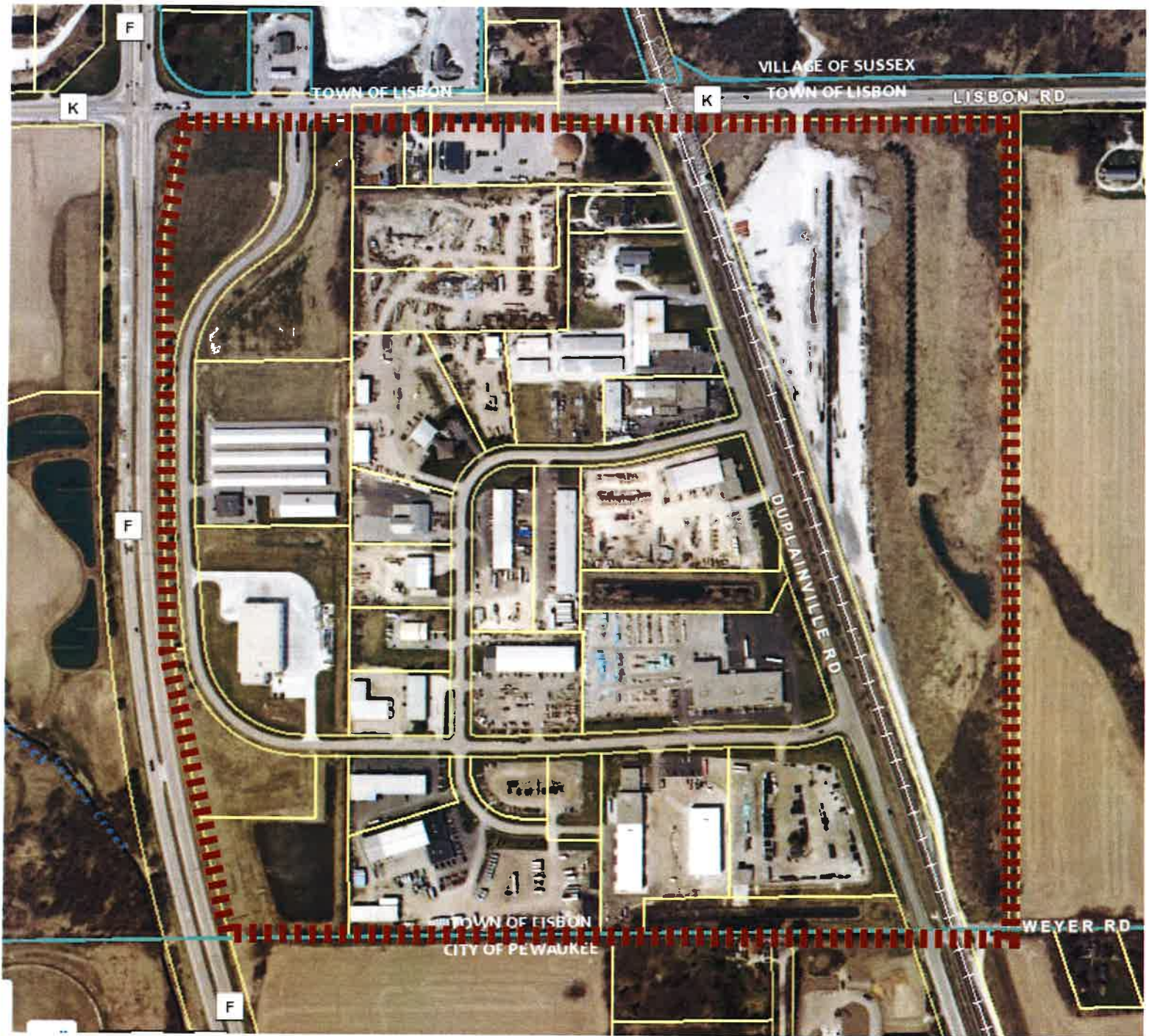
Town of Lisbon
SE Water Service
Area 2





Town of Lisbon
SE Water Service
Area 4





Town of Lisbon
SE Water Service
Area 5





**Department of Public Works
Engineering Division**

W240N3065 Pewaukee Road • Pewaukee, WI 53072

Phone: (262) 691-0804 • Fax: (262) 691-5729

Email: publicworks@pewaukee.wi.us

Village of Lisbon
Attn Administrator Daniel Green
W234N8676 Woodside Road
Lisbon, WI 53089-1545

Subject: Village of Lisbon Target Service Area Request for Service

Dear Administrator Green,

The City of Pewaukee (City) has received your request for Retail Water Service to the Village of Lisbon (Village) Target Service Area. We have reviewed your request and have the following comments.

1. Upon successfully entering into an Intergovernmental Agreement, the City is willing to serve the Target Service Area south and existing homes along Lisbon Road and the four properties along Weyer Road as requested in your letter. We will not serve properties north of Lisbon Road along Town Line Road.
2. In providing service, we will require a loop water main to Duplainville Road either through a future development or along Duplainville Road.
3. The 6 inch dead end water mains that serve properties along the private drives will need to be looped in some manner to ensure water quality for those parcels.
4. The Village of Lisbon will be responsible to inventory and certify no lead plumbing materials in all existing homes in accordance with Department of Natural Resources (DNR) Lead and Copper regulations. Documentation must be provided to the City prior to connection of the property. No connection to the water system will be allowed if any lead plumbing materials are discovered until they have been replaced.
5. Connection of the properties and the abandonment of existing wells must be completed within 1 year of the availability of the system. Proof of well abandonment must be registered with the DNR and the City. The Village will be required to monitor well abandonment procedures.
6. The Village must obtain all required easements for the water main installation, both construction easements as well as permanent, and maintenance easements. Recorded easement documents must be provided to the City. Easements must be a minimum of 30 feet unless otherwise agreed to by the City.
7. The water main design must follow all DNR and City Technical Standards.
8. The City will design and install the water main under the City's Development Agreement process. The Village will be required to pay for all design and construction costs. When installed in the Village's right of way, the Village will issue permits and easements to the City for the installation and maintenance.
9. The City must be present at all meeting with the DNR and Public Service Commission discussing this matter.
10. Rates are currently: \$30-54 per quarter for meter (dependent on the meter size); \$4.75 per 1,000 gallons; Fire Protection \$0.04785 per \$1,000 of assessed value; Reserve Capacity Assessment \$6,302 per residential equivalent unit due in full at connection to the system. The City will be completing a rate case review in 2026 and these rates may change. A plumbing permit is required for connection and plumbing alterations internal to the homes. These fees are not included in these costs.

11. A thorough cross connection inspection will be required at the time of connection to the system. All cross connections discovered shall be brought up to code before connection to the water system is allowed.
12. We have not drafted a contract but attached are some samples from other municipalities that have completed these type of agreements. Upon acknowledgement of the above conditions and the Village agreeing to reimburse the City for all costs incurred, we will draft an agreement for review.
13. Two additional alternatives for your consideration:
 - a. The Village owns and operates its own system with its own staff or a third-party contract service and is a wholesale purchase customer only of the City.
 - b. The Village installs and owns its own infrastructure, purchases retail water from the City, and contracts with the City to operate and maintain the system (terms to be determined).

The City is looking forward to further discussions with the Village of Lisbon on this opportunity.

Sincerely,

Magdelene Wagner, P.E.
Director of Public Works

Enclosure

CC: Scott Klein, Mayor
Jane Mueller, Utility Manager
Rob Kincaid, Assistant Utility Manager

**INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN
CITY OF APPLETON AND VILLAGE OF HARRISON CONCERNING SERVICES**

The Parties to this Intergovernmental Cooperation Agreement (hereinafter the "Agreement") are the City of Appleton (hereinafter the "City") and the Village of Harrison (hereinafter the "Village").

RECITALS

WHEREAS, tax parcel 43290, consisting of approximately 21.41 acres and tax parcel 43292, consisting of approximately 37.72 acres (collectively the "Renn Property") are currently located within the Village and are presently undeveloped; and,

WHEREAS, there is currently no sewer or water service to the Renn Property; and,

WHEREAS, although the Renn Property is currently located within the Village, the Wisconsin Department of Natural Resources (hereinafter "DNR") through its affiliate, the East Central Wisconsin Regional Planning Commission (hereinafter "ECWRPC"), have assigned the Renn Property to the City's Sewer Service Area (hereinafter "SSA"); and,

WHEREAS, prior to this Agreement, the City installed sewer and water infrastructure in the streets adjacent to the Renn Property; and,

WHEREAS, in order for the Village's wholly-owned utility to provide sewer and water service to the Renn Property, the DNR would have to reassign the Renn Property to the Village's SSA; and,

WHEREAS, the Executive Director of ECWRPA has indicated his unwillingness to support reassignment of SSA to the Renn Property without an agreement of the parties; and,

WHEREAS, accordingly, the Village must either enter into an agreement with the City or apply to the DNR for a contested case hearing on the issue of reassignment of SSA to the Renn Property; and,

WHEREAS, the parties hereto opt to settle this dispute amicably in a way that is beneficial to all parties without the probable need to engage in a contested case hearing before the DNR.

WHEREAS, the Village is able to provide sewer and water to the Renn Property through its wholly-owned subsidiary doing business as Harrison Utilities and the City of Appleton is able to provide sewer and water to the Renn Property through its wholly-owned subsidiary doing business as the City of Appleton Utilities.

NOW THEREFORE, the parties agree as follows:

1. The statutory authority for this Agreement is under Wis. Stat. §66.0301(1) – (5).
2. The City agrees to provide sewer and water service to the Renn Property on terms identical to its provision of sewer and water service to other areas of the City, subject to the exceptions contained herein.
3. If the Renn Property is subdivided or developed, the City agrees to provide sewer and water service to the Renn Property on each existing or created parcel on the same terms as above.
4. In exchange for the foregoing, the Village agrees to refrain from petitioning ECWRPC or the DNR for the reassignment of SSA from the City to the Village forever.
5. Within 60 days of this Agreement, the City shall begin the process to detach the following stretches of roadway from its incorporated City boundaries, from the centerline of said road to the Village limits, said stretches shall thereafter be attached to the Village. As “owner” of the lands under said areas to be detached, the City shall undertake the tasks required for detachment identified in Wis. Stat. §66.0227 (1); and thereafter as soon as reasonably possible and practical adopt an ordinance for detachment pursuant to Wis. Stat. §66.0227 (2); thereafter, within 60 days, the Village shall adopt an ordinance for attachment of said lands pursuant to Wis. Stat. §66.0227 (2).
 - a. Plank Rd. – from Lake Park Rd. to the property line east of Tahoe Lane.
 - b. Lake Park Rd. – from Midway Rd. to Plank Rd.
6. The Village shall pay the City, in six yearly installments, half the cost of the storm sewer, paving, grade and gravel, and temporary asphalt paving for the following roads once the portions of those roads up to the centerline (adjacent to the Renn property) have been detached from the City and attached to the Village:
 - a. Plank Rd. – from Lake Park Rd. to the property line east of Tahoe Lane. (\$217,523.00) (Storm Sewer \$49,401; Paving \$140,054; Grade & Gravel \$28,068).
 - b. Lake Park Rd. – from Midway Rd. to Plank Rd. (\$467,068.50) (Storm Sewer \$66,055; Paving \$349,042; Grade & Gravel \$36,677.50; Temporary Asphalt \$15,294).
7. Payment of the \$684,591.50 referenced above shall be made in 6 installments; the first installment of \$114,098.50 shall be due on or about the 31st date after the second detachment ordinance is adopted (provided no petition for referendum is filed within 30 days pursuant to Wis. Stat. §66.0227 (3)). The subsequent five installments shall be due on January 31 of 2021, 2022, 2023, 2024, and 2025.

8. The Village agrees to pay half the cost of the sewer and water infrastructure used by any future development on the Renn Property north of Midway Rd. based upon the connection points into the City's systems. Any such payments shall be due prior to connection to City infrastructure. If the development connects to the sewer or water system on Lake Park Road, then the Village would be required to pay \$79,266 (half the cost of the sewer and water infrastructure on Lake Park Road). If the development connects to the sewer and water system on Plank Road, then the Village would be required to pay \$57,619 (half the cost of the sewer and water infrastructure on Plank Road). If the development connects to the sewer and water infrastructure on Midway Road, then the Village would be required to pay \$58,165 (half the cost of the sewer and water on Midway Road). Neither the subject developer(s) nor any end lot users will have to pay any additional connection fees for any sub connections to the City's infrastructure, provided there are no additional direct connections to City infrastructure.

9. The City agrees not to charge any fees, connection or otherwise, for infrastructure that the Village has reimbursed the City for.

10. The Village agrees that all stormwater management associated with any future development of the Renn property shall be treated on-site before being discharged into the City's system. The stormwater management plan shall be reviewed by the City of Appleton staff for compliance with City ordinances before it is approved by the Village. If the City determines that the plan does not comply with their ordinances regarding stormwater management, then the City must give written correspondence to the Village stating what standards are not met and possible remedies to become compliant. If the City denies access to its storm sewer system from the Renn property for any reason, the Village is not responsible for any payment for storm sewers and any payment already received by the City for storm sewer infrastructure shall be refunded to the Village.

11. The Village agrees to prohibit any industrial or light industrial uses (including personal storage units) on the Renn Property provided that the property has access to public sewer and public water.

12. The City and Village shall mutually agree on the development concept prior to approval of any connections to City infrastructure; however the City may not unreasonably hinder, delay, or deny any such proposal if it is in compliance with this Agreement.

13. The City agrees not to discriminate against the current or future owners of all or any portion of the Renn Property in the terms or conditions of its provision of sewer and water service to the Renn Property and the rates charged by the City shall be consistent to the rates charged to other sewer customers of the City and the rates charged by the City for water shall be in accordance with rates approved by the Wisconsin Public Service Commission.

14. The Village shall assist the City in administering and enforcing the City's sewer use ordinance and water use ordinance, if any, by adopting said ordinances into its own code, as updated from time to time, to be applicable to the Renn Property, and by enforcing actions for violations thereof as necessary and as requested by the City from time to time.

15. The Village shall assist the City in its efforts to collect unpaid sewer and/or water bills from current or future owners of the Renn Property by certifying unpaid sewer and/or water bills to the Calumet County Clerk for placement on said property owners' tax bills as special charges, or as otherwise agreed by the parties to further the purposes of this Agreement.

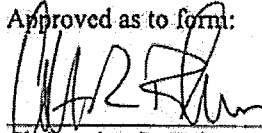
Dated: 6/15/2020

CITY OF APPLETON

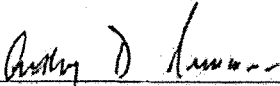
By: 
Jacob A. Woodford, Mayor

By: 
Kami Lynch, City Clerk

Approved as to form:

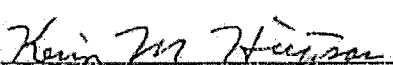

Christopher R. Behrens, City Attorney

Provision has been made to pay the liability that will accrue under this contract.


Anthony D. Saucerman, Finance Director

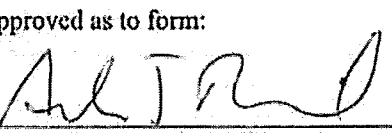
Dated: 6-8-2020

VILLAGE OF HARRISON

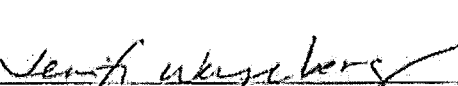
By: 
Kevin M. Hietpas, Village President

By: 
Jennifer Weyenberg, Village Clerk

Approved as to form:


Andrew J. Rossmeissl, Village Attorney

Provision has been made to pay the liability that will accrue under this contract.


Jennifer Weyenberg, Clerk-Treasurer

Attachment #3

AGREEMENT BETWEEN THE CITY OF WAUWATOSA AND THE VILLAGE OF ELM GROVE TO ALLOW A WATER EXTENSION FOR A WATER SYSTEM

This agreement ("Agreement") is made by and between the City of Wauwatosa ("Wauwatosa") and the Village of Elm Grove ("Elm Grove").

Whereas, Wauwatosa owns and operates a municipal water utility; and

Whereas, Wis. Stats. Sec. 66.0301 allows Wauwatosa and Elm Grove to contract for the furnishing and the receipt of services respectively; and

Whereas, Wis. Stats. Sec. 66.0813 allows a municipality that owns a municipal water utility to provide service outside its municipal boundaries; and

Whereas, Elm Grove desires to allow Wauwatosa to provide retail water service in Elm Grove for the purpose of serving the Caroline Heights LLC and related single family development (Collectively SSND Projects); and

Whereas, Wauwatosa is willing to supply SSND Projects with retail water service as defined by the terms of this Agreement; and

Now therefore, in consideration of the mutual covenants expressed herein, it is agreed as follows:

I. Recital:

- A. All recitals contained above are hereby incorporated and made a part of this Agreement.

II. Definitions:

- A. Adequate Water Service - Water services as stated in Sections III and IV of this Agreement of Standard Quality Water at a pressure to satisfy the requirements as identified in Wisconsin Administrative Code NR 810.10 - Distribution system normal pressure, and NR 810.11 - Distribution system fire flow pressure for the area specific to Exhibit A.
- B. Commission - the Public Service Commission of the State of Wisconsin
- C. Connection Mains – Those water mains to be installed within Wauwatosa in order to provide connections to Water Distribution Facilities. The Connection Main will extend from approximately 118th Street and Watertown Plank Road to the Elm Grove Village limits. A second connection main will extend from a Wauwatosa water main to the Elm Grove Village limits near 124th Street and Christine Drive. The diameter of the Connection Main is still to be determined but will be between sixteen-inches (16") and twenty-inches ("20") inclusive. As shown on Exhibit A.
- D. DNR the Department of Natural Resources of the State of Wisconsin.
- E. Elm Grove Customers – Water customers in Elm Grove who receive retail water service from Wauwatosa.
- F. Water Distribution Facilities – Those water supply facilities and associated infrastructure (including mains, valves, pumps, tanks, hydrants and other related appurtenances) to be constructed in Elm Grove to provide retail water service to Elm Grove Customers.
- G. Emergency - A situation affecting the operation of the Wauwatosa Water Utility, caused by an act

of God (e.g. severe drought, flood, tornado, lightning strike and severe weather) or circumstances beyond the control of the Wauwatosa Water Utility including but not limited to terrorism, vandalism or loss of power, which results in Wauwatosa being incapable of meeting the requirements of water service to Elm Grove Customers as specified in this Agreement and using generally accepted practices and procedures for water utilities. This includes circumstances leading to a loss of supply or pressure in Wauwatosa or malfunctions of Wauwatosa's infrastructure, which also prevent delivery of water to Wauwatosa's customers.

H. Parties – Wauwatosa and Elm Grove collectively.

I. Party – Either Wauwatosa or Elm Grove individually.

J. Standard Quality Water - Water that meets the current quality standards of federal and state agencies having authority to establish water quality standards that uniformly apply to Wauwatosa and its customers and as those standards may be amended from time to time.

III. Elm Grove Agrees That:

A. This Agreement and the provision of water to Elm Grove Customers by Wauwatosa shall be subject to applicable rules and regulations of the Wauwatosa Water Utility, as amended from time to time, that are uniformly imposed by Wauwatosa throughout its service area including prohibitions against cross connections, but specifically excluding rules and regulations which relate solely to private well operation, time of connection to the municipal water system, and other items that may interfere with the continued operation of private wells in Elm Grove and that are not contradictory to DNR accepted standards and regulations. Elm Grove agrees that it will continue to maintain a well permitting ordinance at least as restrictive as Elm Grove Ordinance 283-5 in effect on the effective date. When appropriate or required by law, rules and current regulations applicable to private well operation, connection requirements, and other items that may impact the continued operation of private wells in Elm Grove shall be subject to approval by any state or federal governmental agency having jurisdiction.

B. The rates or charges for water service to Elm Grove Customers shall be the same as those established by the Commission for retail water service to customers within the City of Wauwatosa, unless mutually agreed to by the Parties.

C. Elm Grove agrees to advance Wauwatosa any unpaid water service charges imposed by Wauwatosa on Elm Grove Customers that are not paid within the required time limit, in accordance with the billing practices of Wauwatosa and the Commission tariffs approved by the Commission. Elm Grove shall pay Wauwatosa the unpaid charges incurred by Elm Grove Customers within 30 days of notification from Wauwatosa of the unpaid amounts due. In exchange, such unpaid charges shall be assigned to Elm Grove for collection purposes. Wauwatosa, upon the request of Elm Grove, will shut off water service to such delinquent customers per PSC regulations.

D. Elm Grove shall limit water service as follows:

1. No water sold to Elm Grove Customers under this Agreement may be re-sold on a wholesale or retail basis to any other municipality or to any properties in another municipality with the exception of temporary water provided in the event of a crisis.

2. Water service shall be initially limited to the request for the SSND Projects and any required mains as determined by Wauwatosa, up to and including oversizing required to service

possible future expansion into Elm Grove. Elm Grove properties located adjacent to the water mains installed in this initial phase may be serviced by Wauwatosa upon Wauwatosa's consent.

3. In the event that water service is sought to be either extended or enlarged in any manner, there shall be a future separate agreement for the providing of retail water to other areas within the corporate boundaries of Elm Grove.

E. Construction of Facilities

1. Wauwatosa shall design and construct or cause to construct such facilities as are deemed necessary to provide water to the SSND Projects properties, the water mains of which that will be in Elm Grove are shown on Exhibit A hereto. Elm Grove retains the right to approve the design, location and placement of the Water Distribution Facilities.
2. Upon completion of construction Wauwatosa shall supply as-built drawings to Elm Grove in an electronic format in accordance with Elm Grove standards. No water service plumbing permits shall be issued by the Elm Grove inspection services until the as-built drawings have been approved by Wauwatosa. No plumbing permits shall be issued to any customer until Elm Grove has been notified by Wauwatosa that the facilities are available for connection.

- F. By this Agreement, Elm Grove shall allow Wauwatosa full access to Elm Grove rights-of-way for the purposes of maintaining and operating said Water Distribution Facilities.

- G. Water customers in Elm Grove shall apply to Elm Grove for water service plumbing permits for water lateral installation. Water laterals on private property shall remain privately owned and, as such, all installation and replacement costs shall be the sole responsibility of the property owner. Water lateral material type shall be HDPE unless an alternate material type is approved, in writing by Wauwatosa. After Elm Grove notifies Wauwatosa that the private plumbing installation has passed Elm Grove's inspection, Wauwatosa shall install the water meter. All water meter installation shall be conducted by Wauwatosa.

- H. Elm Grove shall not construct any additional Water Distribution Facilities without a separate agreement with Wauwatosa. Prior to any future agreement, Wauwatosa shall determine whether increased demands caused by such Water Distribution Facilities would require additional capital expenditures by either Party and whether cost sharing for improvements to Wauwatosa water system are necessary. Elm Grove shall not construct or place any Water Distribution Facilities into service until such time as Wauwatosa confirms it is able to provide service. All drawings and specifications for Water Distribution Facilities, including but not limited to future booster stations, storage facilities and all other major distribution improvements and water main extensions in Elm Grove, must conform to the Wisconsin Department of Natural Resources standards. Such drawings and specifications for Water Distribution Facilities shall be submitted to both Parties for approval prior to the time construction contracts are awarded or materials are purchased.

- I. Wauwatosa may place restrictions upon the use of water by Elm Grove Customers as a result of an occurrence that is an Emergency or is related to a failure of Wauwatosa's facilities. Wauwatosa shall give customers and Elm Grove as much prior notice as is reasonably possible of any such restrictions and shall apply any restrictions upon Elm Grove Customers equally with customers located in Wauwatosa.

- 156 J. Elm Grove agrees to defend and hold harmless Wauwatosa from those claims or causes of action
157 arising from Elm Grove's negligence, intentional actions, or breach of the covenants contained in
158 this Agreement or liabilities which may be incurred by Wauwatosa arising from the making of this
159 Agreement except those arising from or related to the acts, omissions or negligence of Wauwatosa's
160 agents, employees, contractors or officials and officers. The indemnity provisions and the
161 limitations therein of the Agreement shall survive the termination of this Agreement and shall
162 continue in full force and effect.
163
164 K. Elm Grove shall grant permits to Wauwatosa at no fee as needed for construction, operation, and
165 maintenance of the Water Distribution Facilities and agrees it will not tax Wauwatosa for any
166 facilities owned by Wauwatosa within Elm Grove.
167
168 L. To assure jurisdictional enforcement authority, Elm Grove shall adopt the provisions of
169 Wauwatosa's water utility ordinance and associated rules and policies related thereto specific to
170 water customers as amended from time to time which will be the same as apply to water customers
171 in Wauwatosa unless it contradicts any provision of this Agreement.
172

173
174 **IV. Wauwatosa Agrees as Follows:**
175

- 176 A. Wauwatosa agrees to provide Adequate Water Service, including fire hydrants, to Elm Grove
177 Customers, as defined by the terms of this Agreement.
178
179 B. SSND Projects water service shall be designed to supply water at a quantity to meet proposed peak
180 hourly demand, or projected maximum day demand plus needed fire flow, whichever is greater.
181 Peak hourly demand, maximum day demand and minimum fire flow shall be defined for the SSND
182 Projects based on calculations by Wauwatosa followed by approval by Elm Grove.
183
184 C. Wauwatosa agrees to pay all oversizing and related costs, including, but not limited to, costs for
185 the construction of any improvement, equipment, fixture or operational system that is determined
186 to be necessary for providing water service to water customers in Wauwatosa and any other
187 expenses as may be mutually agreed by the Parties.
188
189 D. Wauwatosa warrants and represents that all water delivered under this Agreement shall meet all
190 applicable state and federal drinking water regulations and quality standards.
191
192 E. Wauwatosa agrees to defend and hold harmless Elm Grove from those claims or causes of action
193 arising from Wauwatosa's negligence, intentional actions, or breach of the covenants contained in
194 this Agreement or liabilities which may be incurred by Elm Grove arising from the making of this
195 Agreement except those arising from or related to the acts, omissions or negligence of Elm Grove's
196 agents, employees, contractors or officials and officers. The indemnity provisions and the
197 limitations therein of the Agreement shall survive the termination of this Agreement and shall
198 continue in full force and effect.
199
200 F. Wauwatosa will provide to Elm Grove, within 10 business days of filing, a copy of any application
201 to the Commission to adjust its water rates.
202
203 G. Wauwatosa shall provide the same level of retail water services to Elm Grove Customers that it
204 provides to customers within Wauwatosa which services include the operation, repair and
205 maintenance of the Water Distribution Facilities, customer billing, and any needed flushing or
206 sampling.
207

- 208 H. After the Water Distribution Facilities are constructed and transferred to Wauwatosa, Wauwatosa
209 shall be responsible for the inspections up to and including the water shut off valve for each
210 property served. Wauwatosa shall not be responsible for the inspection of plumbing facilities on
211 private property, with the exception of the water meter.
212
- 213 I. Interconnection by Wauwatosa through Elm Grove to other municipalities may be allowed only
214 with Elm Grove's consent.
215

216 **V. Conditions Precedent:**

- 217
- 218 A. The Parties recognize that it is necessary for Elm Grove and Wauwatosa to accomplish certain
219 procedural steps before this Agreement can be effective.
220
- 221 B. Wauwatosa will seek to satisfy the following conditions as soon as feasible.
222
- 223 1. Enter into an agreement with the Developers of the SSND properties that will be contingent
224 upon approval of this agreement.
225
 - 226 2. Obtain the necessary approvals from the Commission for extending retail water service to Elm
227 Grove, for constructing all facilities necessary to provide service to Elm Grove Customers, and
228 to complete any needed Wauwatosa system improvements identified ; and
229
 - 230 3. Obtain the necessary approvals from the Wisconsin Department of Natural Resources, the City
231 of Milwaukee, and Milwaukee Water Works for the extension of retail water service into Elm
232 Grove.
233
 - 234 4. Completed hydraulic analysis demonstrating the ability to service all properties eligible for
235 water service under this agreement.
236

237

238 **VI. Wauwatosa and Elm Grove Hereby Mutually Agree:**

- 239
- 240 A. This Agreement is subject to the approval of the Common Council of Wauwatosa and Village
241 Board of Elm Grove, and after execution by the Parties, Wauwatosa shall file a copy of the
242 Agreement with the Commission. Approval of the governing bodies of both communities shall be
243 evidenced by adoption of appropriate resolutions approving this Agreement.
244
- 245 B. This Agreement shall be effective on the date (herein "Effective Date") upon which the
246 Commission sanctions this Agreement as acceptable in such manner as the Commission shall deem
247 appropriate and the conditions precedent in Section V have been satisfied.
248
- 249 C. This Agreement shall be governed by, construed, and enforced under and in accordance with the
250 laws of the State of Wisconsin.
251
- 252 D. This Agreement shall remain in full force and effect for an initial term of fifty (50) years from the
253 Effective Date, and shall automatically renew for subsequent ten-year periods. Any Party wishing
254 to not renew this Agreement at the conclusion of the initial term, or any subsequent ten-year term,
255 must submit to the other Party and the Commission a written notice of non-renewal at least 12
256 months prior to the date the Agreement would otherwise automatically renew.
257
- 258 E. Termination of this Agreement requires the mutual consent of both Parties. A Party shall give or
259 withhold its consent in writing within 90 days of being formally requested to give its consent. The

other terms herein notwithstanding, Elm Grove may terminate this Agreement at any time with a one-year notice, without consequence upon being able to receive Lake Michigan water directly from the City of Milwaukee.

- F. The Parties agree to act in good faith and use due diligence in meeting their respective obligations under this Agreement.
- G. Upon termination or non-renewal of this Agreement, Wauwatosa shall transfer to Elm Grove ownership of all Water Distribution Facilities which it owns at that time, along with all documents related to those Water Distribution Facilities and the operation of those Water Distribution Facilities in Elm Grove; with reasonable compensation to Wauwatosa for the costs of such Water Distribution Facilities that were paid for by Wauwatosa which costs have not been recovered through water rates or other charges assessed to Elm Grove Customers or Elm Grove property owners.
- H. This Agreement may be executed in counterparts, which together shall constitute a single contract.
- I. If the Parties are unable to resolve a dispute within 90 days over the terms and conditions of this Agreement, either Party may seek relief from a court of competent jurisdiction in Milwaukee or Waukesha County, Wisconsin as determined by the aggrieved Party.
- J. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties hereto, but neither this Agreement or any of the rights, interest, or obligations hereunder shall be assigned by either of the Parties hereto without the prior written consent of the other Party.
- L. Except as provided herein, this Agreement (including any Schedules and Exhibits) constitutes the complete agreement between the Parties related to retail water service and supersedes all prior agreements relating to the subject matter hereof.
- M. Section headings are for convenience only and shall not affect the meaning or construction of any provision hereof.
- N. Failure or delay by a Party to exercise a right, privilege or power hereunder shall not operate as a waiver thereof nor prevent the exercise of such right, privilege or power thereafter. Any waiver of any provision hereof must be in writing signed by the Party making such waiver.
- O. In the event any provision or portion of this Agreement is determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement shall nevertheless be binding upon the Parties with the same effect as though the invalid or unenforceable part had been severed and deleted. The respective rights and obligations of the Parties shall survive the termination or non-renewal to the extent necessary to the intended preservation of such rights and obligations.
- P. No changes, modifications or amendments to this Agreement shall be effective or binding unless made in writing and signed on behalf of the Parties to this Agreement.
- S. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested to the following addresses:

City of Wauwatosa
Director of Public Works

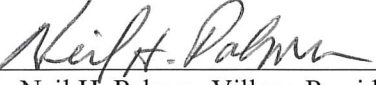
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7725 West North Avenue
Wauwatosa, WI 53213

Village Manager
Village of Elm Grove
13600 Juneau Blvd.
Elm Grove, WI 53123

Dated on this 29th day of March 2022.

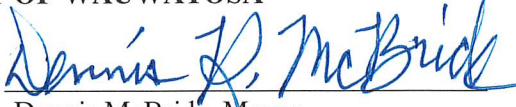
VILLAGE OF ELM GROVE

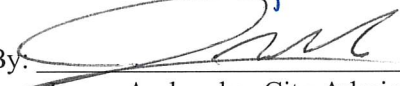
By: 
Neil H. Palmer, Village President

By: 
David De Angelis, Village Manager

ATTEST: 
Sandee Policello, Village Clerk

CITY OF WAUWATOSA

By: 
Dennis McBride, Mayor

By: 
James Archambo, City Administrator

ATTEST: 
Steven Braatz, City Clerk

Attachment #6

AGREEMENT BETWEEN CITY OF WAUWATOSA AND CAROLINE HEIGHTS APARTMENTS LLC TO PROVIDE FOR THE CONSTRUCTION OF A WATER EXTENSION FOR A WATER SYSTEM

1 This Agreement ("Agreement") is made by and between the City of Wauwatosa,
2 Wisconsin, a municipal corporation ("Wauwatosa"), and Caroline Heights Apartments LLC, a
3 Wisconsin limited liability company ("Developer").

4 WHEREAS, Wauwatosa owns and operates a municipal water utility; and

5 WHEREAS, Developer has entered into a Real Property Purchase Agreement to purchase
6 certain real property and the improvements thereon at 13105 Watertown Plank Road, in the Village
7 of Elm Grove Wisconsin (the "SSND Land") from the School Sisters of Notre Dame Central
8 Pacific Province, Inc.; and

9 WHEREAS, Wauwatosa will enter into or has entered into that certain AGREEMENT
10 BETWEEN THE CITY OF WAUWATOSA AND THE VILLAGE OF ELM GROVE TO
11 ALLOW WATER EXTENSION FOR A WATER SYSTEM (the "Village Water Agreement")
12 with the Village of Elm Grove, Wisconsin ("Elm Grove"), pursuant to which Wauwatosa has
13 agreed to provide retail water service in Elm Grove for the purpose of serving the multi-family
14 apartment development to be developed by Developer on a portion of the SSND Land and the
15 related single-family development to be developed on the remainder of the SSND Land (collective,
16 the "SSND Projects") as well as certain existing properties within Elm Grove electing to be served
17 by Wauwatosa; and

18 WHEREAS, Wauwatosa is willing to allow Developer, at its cost, to construct a water
19 extension from the existing municipal water utility located in Wauwatosa to serve the SSND
20 Projects, all as more particularly set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, it is
agreed as follows:

Article I: Recitals

- A. All Recitals contained above are hereby incorporated and made a part of this Agreement.

Article II: Definitions

- A. Commission – the Public Service Commission of the State of Wisconsin
- B. Business Day –any day on which federal banking institutions are open for commercial banking business in Milwaukee, Wisconsin
- C. DNR – the Department of Natural Resources of the State of Wisconsin
- D. Water Distribution Design – the design for the Water Distribution Facilities prepared by Wauwatosa and approved by Elm Grove and Developer and as modified from time to time provided any material modification to the Water Distribution Plans shall require the approval of Wauwatosa, Elm Grove and Developer
- E. Water Distribution Facilities – the water distribution facilities depicted on EXHIBIT A attached hereto and depicting the facilities necessary to provide Adequate Water Service (as such term is defined in the Village Water Agreement) from Wauwatosa to the SSND Projects
- F. Water Distribution Plans – the final engineering plans for the Water Distribution Facilities consistent with the Water Distribution Design and prepared by

Wauwatosa provided any material modification to the Water Distribution Plans shall require the approval of Wauwatosa and Developer

Article III: Water Distribution Facilities

A. Upon the written request of the Developer, Wauwatosa agrees to commence the survey and design work for the Water Distribution Design and to diligently pursue the completion of the Water Distribution Design. The survey and/or design work shall be completed by City staff or an Engineering Consultant working at the direction of the City. If an Engineering Consultant is utilized the City will hire the consultant utilizing the City's standard selection process. The parties acknowledge that Elm Grove has retained the right to approve the design, location and placement of the Water Distribution Facilities.

B. Wauwatosa agrees to request from Elm Grove and to assign to Developer, without any fee or cost, any permits needed from Elm Grove for the construction of the Water Distribution Facilities. In the alternative, Wauwatosa can cause Elm Grove to issue all or any such permits directly to Developer.

C. Developer shall construct the Water Distribution Facilities as described in paragraph IV.C., below.

D. Upon completion of construction and promptly upon request of Developer, but in any event within five Business Days of such request, Wauwatosa shall inspect the Water Distribution Facilities, install the applicable water meter(s) and issue all necessary permits and approvals to allow and shall commence providing the water

63 service provided Elm Grove has issued the applicable water service plumbing
64 permits for water lateral installation. If the inspections by Wauwatosa indicate that
65 the Water Distribution Facilities have not been constructed substantially in
66 accordance with the Water Distribution Plans, then Wauwatosa shall provide
67 Developer with an itemized list of any matters that need to be corrected or repaired
68 and, upon request of Developer, shall promptly, but in any event within five
69 Business Days of such request, re-inspect the Water Distribution Facilities to
70 confirm that such corrections or repairs have been made promptly and this process
71 shall repeat until such time as the Water Distribution Facilities are constructed
72 substantially consistent with the Water Distribution Plans in Wauwatosa's
73 reasonable good faith opinion, at which point Wauwatosa agrees to commence
74 providing the water service as provided above within three Business Days of
75 satisfactory completion and, as soon as reasonably possible thereafter, to accept
76 dedication of the Water Distribution Facilities.

77 E. The Village Water Agreement grants Wauwatosa full access to Elm Grove rights
78 of way for the purpose of maintaining and operating the Water Distribution
79 Facilities, and Wauwatosa hereby grants Developer access to the Elm Grove rights
80 of way for the purpose of constructing and installing the Water Distribution
81 Facilities, together with any access required by the Developer within or along
82 Wauwatosa rights of way for the purposes of constructing and installing any
83 portions of the Water Distribution Facilities located in Wauwatosa.

84 F. In the event that it expresses to Elm Grove and Developer, in writing, a specific
85 need or desire to undertake such alterations, Wauwatosa agrees to pay all oversizing

and related costs, including but not limited to costs for the construction of any improvement, equipment, fixture, or operational system for providing water service to water customers in Wauwatosa and any other expenses as may be mutually agreed to by the Developer and Wauwatosa. Wauwatosa will not be responsible for costs within Wauwatosa such as connection of side street mains to the new main or any necessary valving needed to build the new main. Wauwatosa will pay for any lateral replacements requested by Wauwatosa within Wauwatosa, but not connection of existing laterals if they are reused. Developer shall not be required to pay any costs associated with providing any water mains that exceed 20" in diameter.

G. If, prior to or during construction of the Water Distribution Facilities by Developer, any owners of private property along the water main being installed by Developer as part of the Water Distribution Facilities in Elm Grove request to be allowed to connect laterals to the water main and Developer determines such connection will not adversely impact Developer or the SSND Projects, including, without limitation, cause any delay, increase Developer's obligations or liabilities, negatively impact design, specifications, warranties, cost or pricing or create any controversy, then Developer will not prevent such installation. Wauwatosa may survey existing Elm Grove properties located along the route of the proposed Water Distribution Facilities to determine if they would like to have a water lateral installed at the time of the construction of the Water Distribution Facilities and to make the request of Developer to allow such installation. Developer will not have any responsibility to pay for any costs associated with those laterals, If Developer

109 approves any such laterals and authorizes its contractors to install such laterals, then
110 (i) Wauwatosa shall be responsible for assuring that any such laterals are installed
111 per Wauwatosa's specifications at the cost of the property owner, (ii) Developer
112 shall have the right to oversee, approve, and inspect any such connections, and (iii)
113 Wauwatosa shall pay to Developer all costs associated with installing such laterals,
114 including, without limitation, costs billed to Developer by its contractors for such
115 installation costs, together with any costs incurred by Developer in connection with
116 any such oversight, approvals or inspections, whether or not Wauwatosa is able to
117 recover such costs from the connecting property owners.

118 H. Wauwatosa acknowledges and agrees that the water is being provided pursuant to
119 the Village Water Agreement and that Wauwatosa is bound by the terms and
120 provisions thereof, and as it relates to the water being provided to the SSND
121 Projects, Developer shall be a third-party beneficiary of the Village Water
122 Agreement with respect to enforcing the obligations of Wauwatosa thereunder as
123 related to provision of water to the SSND Projects.

124 I. Upon dedication of the Water Distribution Facilities to Wauwatosa by the
125 Developer as described below, Wauwatosa shall be solely responsible for the
126 operation, maintenance, repair and replacement of the Water Distribution Facilities
127 in the same manner or better as it maintains the water distribution facilities serving
128 Wauwatosa. The Village Water Agreement further describes Wauwatosa and Elm
129 Grove responsibilities and timeframes. It is anticipated that dedication of the Water
130 Distribution Facilities will occur no earlier than December of 2023.

Article IV: Developer agrees that:

- A. Developer agrees to pay both the out-of-pocket costs and staff costs incurred by Wauwatosa in the preparation of the Water Distribution Design and Plans provided such staff costs are charged at not more than \$90.00/hour, which is Wauwatosa's standard rate utilized for Development related Engineering work. If Wauwatosa utilizes internal staff the Developer will be invoiced for actual hours worked. If Wauwatosa utilizes a consultant for the work the Developer shall submit an escrow for the total contract amount in advance of the work being completed.
- B. The Developer agrees to reimburse Wauwatosa for any external expenses incurred by Wauwatosa related to any applications made to the Commission, DNR, or other regulatory agency. Costs may include, but are not limited to, attorney's fees, consultant costs, or application expenses.
- C. Provided Developer acquires the SSND Land and commences the multifamily apartment portion of the SSND Projects, Developer shall notify Wauwatosa that it intends to construct the Water Distribution Facilities. Developer shall then construct and install the Water Distribution Facilities in substantial accordance with the Water Distribution Plans at its sole cost and expense, except as otherwise provided in Article III.E.
- D. Developer shall make any repairs or corrections required by Wauwatosa so that the Water Distribution Facilities are in substantial compliance with the Water Distribution Plans and regulatory directions or requirements. Upon making such repairs or confirming that no such changes are necessary, Wauwatosa shall

153 commence providing the water service as provided under the Village Water
154 Agreement.

155 E. Pursuant to the requirements of the DNR, it is required that an inspector be present
156 on-site during construction and installation of the Water Distribution System, the
157 cost of which shall be borne by Developer. Construction
158 management/administration/inspection services shall be provided by Wauwatosa
159 staff at the Developer's expense or, if Wauwatosa staff is not available, Wauwatosa
160 shall contract with an inspection firm and costs will be borne by the Developer.

161 F. Upon completion of construction of the Water Distribution Facilities by Developer,
162 Wauwatosa will prepare, or cause to be prepared, at the Developer's expense, as-
163 built of the Water Distribution Facilities and Developer shall dedicate and convey
164 the Water Distribution Facilities to Wauwatosa by execution of a dedication
165 instrument, the form and substance of which shall be reasonably acceptable to
166 Developer and Wauwatosa.

167 **Article V: Conditions Subsequent**

168 A. Wauwatosa and Developer recognize it is necessary for Wauwatosa to accomplish
169 certain Conditions (defined below) before Wauwatosa can provide water pursuant
170 to the terms of this Agreement.

171 B. Wauwatosa will seek to satisfy the following conditions (each, a "Condition" and
172 collectively, the "Conditions") as soon as feasible:

- 173 1. Obtain the necessary approvals from the Commission for extending retail
174 water service to Elm Grove and for constructing all facilities necessary to
175 provide service to Elm Grove customers. If the Commission requires
176 Wauwatosa to perform work beyond what is contemplated in this
177 Agreement, Wauwatosa and the Developer will discuss responsibility for
178 meeting such requirements and either party shall have the right to terminate
179 the Agreement without further obligations.
- 180 2. Obtain the necessary approvals from DNR, the City of Milwaukee and
181 Milwaukee Water Works for the extension of retail service into Elm Grove.
- 182 3. Completed hydraulic analysis demonstrating the ability to service all SSND
183 Projects as contemplated by this Agreement.
- 184 C. If any of the above Conditions are not satisfied, then Developer may at any time
185 before the last condition is satisfied, terminate this Agreement by written notice to
186 Wauwatosa, and this Agreement shall terminate and the parties shall have no further
187 rights or obligations hereunder. Developer shall reimburse Wauwatosa for all costs
188 expended until date of notice of termination and costs associated with termination
189 of this Agreement and any work being conducted thereunder.
- 190 D. The parties further recognize that it is necessary for Developer to acquire the SSND
191 Land and to obtain the financing necessary, in Developer's reasonable opinion, to
192 complete the development of the multifamily apartment portion of the SSND
193 Projects and to obtain an agreement for the development by a third-party developer
194 of the related single-family residential portions of the SSND Projects before the

195 Developer can commence construction of the Water Distribution Facilities. If
196 Developer determines that it will be unable to both acquire the SSND Land and to
197 timely obtain the financing necessary for its intended development, Developer may
198 terminate this Agreement by written notice to Wauwatosa, and this Agreement shall
199 terminate and the parties shall have no further rights or obligations hereunder.
200 Developer shall reimburse Wauwatosa for all costs expended until date of notice of
201 termination and costs associated with termination of this Agreement and any work
202 being conducted thereunder.

203 **Article VI: General Conditions:**

204 A. This Agreement is subject to the approval of the Common Council of Wauwatosa.

205 B. This Agreement shall be effective on the date upon which the Commission
206 sanctions this Agreement as acceptable, if necessary, and all other conditions
207 precedent, including those contained in the Village Water Agreement, have been
208 satisfied.

209 C. This Agreement shall be governed by, construed and enforced under and in
210 accordance with the laws of the State of Wisconsin.

211 D. The parties agree to act in good faith and use due diligence in meeting their
212 respective obligations under this Agreement.

213 E. This Agreement may be executed in counterparts, which together shall constitute a
214 single contract.

- 215 F. This Agreement and all of the provisions hereof shall be binding upon and inure to
216 the benefit of the parties hereto, but neither this Agreement nor any of the rights,
217 interests or obligations hereunder shall be assigned by either of the parties hereto
218 without the prior written consent of the other party provided Developer may assign
219 the Agreement to an affiliate of developer that owns the portion of the SSND Land
220 to be developed as multifamily apartments.
- 221 G. Section headings are for convenience only and shall not affect the meaning or
222 construction of any provisions hereof.
- 223 H. Failure or delay by a party to exercise a right, privilege or power hereunder shall
224 not operate as a waiver thereof nor prevent the exercise of such right, privilege or
225 power thereafter. Any waiver of any provision hereof must be in writing signed by
226 the party making such waiver.
- 227 I. In the event any provision or portion of this Agreement is determined to be invalid
228 or unenforceable for any reason, in whole or in part, the remaining provisions of
229 this Agreement shall nevertheless be binding upon the parties with the same effect
230 as though the invalid or unenforceable part had been severed and deleted. The
231 respective rights and obligations of the parties shall survive the termination or non-
232 renewal to the extent necessary to the intended preservation of such rights and
233 obligations.
- 234 J. No changes, modifications or amendments to this Agreement shall be effective or
235 binding unless made in writing and signed on behalf of the parties to this
236 Agreement.

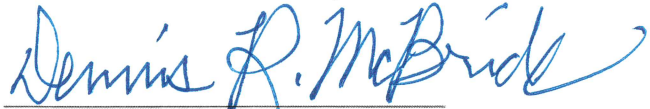
237 K. All notices, requests, demands and other communications under this Agreement
238 shall be in writing and shall be deemed given on the date personally delivered or
239 the next Business Day if sent by reputable overnight delivery service or the third
240 Business Day after being mailed, certified mail, return receipt requested, to the
241 following addresses:

242 City of Wauwatosa
243 Director of Public Works
244 7725 West North Avenue
245 Wauwatosa, WI 53213

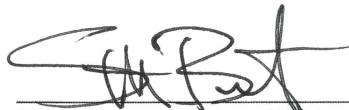
246 Caroline Heights Apartments LLC
247 c/o Mandel Group, Inc.
248 330 East Kilbourn Ave.,
249 Suite 600, South Tower
250 Milwaukee, WI 53202
251 Attention: Phil Aiello

Dated this 7th day of October, 2022.

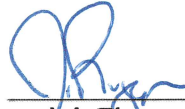
CITY OF WAUWATOSA, WISCONSIN



Dennis McBride, Mayor

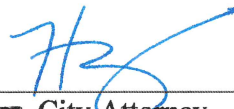


Steven Braatz, City Clerk



John Ruggini, Finance Director

Approved as to form and execution



~~Alan Kesner, City Attorney~~

Hanna Kolberg, Deputy City Attorney

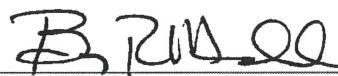
CAROLINE HEIGHTS APARTMENTS LLC

Mandel/Caroline Heights Apartments LLC

Its: Manager

By: BR Mandel LLC

Its: Manager

By 

Barry R. Mandel

Its Manager

Attachment #8

AMENDMENT TO AGREEMENT FOR PURCHASE OF WATER AT WHOLESALE BETWEEN CITY OF WAUWATOSA AND CITY OF MILWAUKEE

WHEREAS, an agreement was executed on the 10th day of December, 2003, by and between the City of Milwaukee, operating at a public utility (hereinafter referred to as "Milwaukee") and the City of Wauwatosa, operating as a water utility (hereinafter referred to as "Wauwatosa") for the sale of water by Milwaukee to Wauwatosa at wholesale; and

WHEREAS, said agreement dated December 10, 2003 contains a provision that no water furnished to Wauwatosa may be resold or exchanged on a wholesale or retail basis outside of the original service area without the permission of Milwaukee; and

WHEREAS, the parties mutually agree that the service area as set forth in the agreement of December 10, 2003 may be expanded to include the entire Village of Elm Grove, Wisconsin; and

WHEREAS, the Village of Elm Grove, Wisconsin wishes to purchase water from Wauwatosa that is supplied to Wauwatosa by Milwaukee; and

WHEREAS, Milwaukee and Wauwatosa are agreeable to this extension of water service which is the most practical way for the Village of Elm Grove to be provided with water service; and

WHEREAS, by Resolution File No. 051473 dated April 11, 2006, the Common Council of the City of Milwaukee has granted authority to the Water Works of the City of Milwaukee to amend the City of Wauwatosa's water service agreement with the City of Milwaukee to enlarge the approved service area to include the Village of Elm Grove;

IT IS AGREED, by and between the parties hereto as follows:

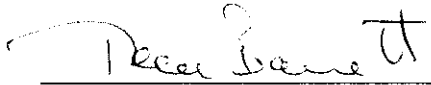
1. That the agreement between Milwaukee and Wauwatosa entered into on the 10th day of December, 2003 is hereby modified to permit Wauwatosa to provide water service to the Village of Elm Grove.
2. That this modification of the agreement does not constitute a waiver by Milwaukee to permit Wauwatosa to expand the service area any greater than that set forth herein.
3. That the rates, rules, and regulations of the Wauwatosa water utility authorized by and filed with the Wisconsin Public Service Commission be applicable for the water service provided to the Village of Elm Grove.
4. That the cost of installation of any equipment needed to provide the service to the Village of Elm Grove will be at no cost to Milwaukee.

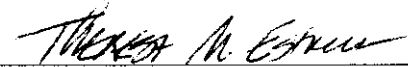
5. All terms and conditions on the original agreement of December 10, 2003 not inconsistent with the terms of this amendment remain in full force and effect.

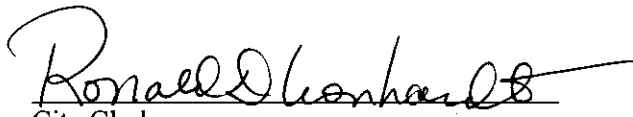
Dated this 9th day of October, 2006. Dated this 9th day of September, 2006.

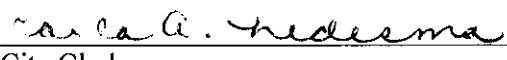
CITY OF MILWAUKEE, operating as a water utility

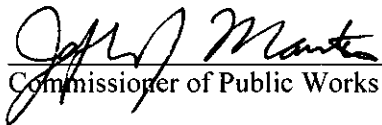
CITY OF WAUWATOSA, operating as a water utility


Mayor


Mayor

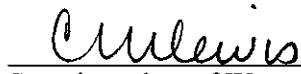

City Clerk


City Clerk

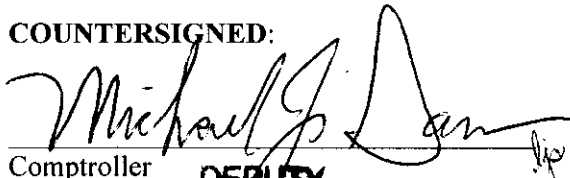

Commissioner of Public Works

Approved as to form and execution


City Attorney
City of Wauwatosa


Superintendent of Water Works

COUNTERSIGNED:


Comptroller **DEPUTY**

Approved as to form and execution


City of Milwaukee Assistant City Attorney

1048-2006-1275
105342

**INTERGOVERNMENTAL AGREEMENT TO PROVIDE WATER UTILITY SERVICE
BETWEEN THE CITY OF MEQUON
AND
THE VILLAGE OF RIVER HILLS**

THIS AGREEMENT (“Agreement”) is entered into this _____ day of _____, 2022, by and between the Mequon Water Utility, a municipal corporation, located in Ozaukee County, Wisconsin (the “Utility”), the Village of River Hills, a municipal corporation located in Milwaukee County, Wisconsin (“River Hills”) (collectively the “Parties”).

RECITALS

WHEREAS, Section 66.0301, Wis. Stats., authorizes villages and cities to contract for the joint exercise of any power or duty required or authorized by statute; and

WHEREAS, Wis. Stat. § 66.0815(2) provides that a village may contract for the provision of public utility service, including water service, within the village; and

WHEREAS, the City of Mequon operates the Mequon Water Utility which provides water service to customers within its service area; and

WHEREAS, the Utility has been requested by River Hills to serve certain properties in the village; and

WHEREAS, the Parties have taken all the necessary actions to authorize this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1. Agreement to Provide Service.

- 1.1 River Hills authorizes the Utility to operate, construct, and maintain a system to sell and supply water to residents and property owners of certain parcels in the Village of River Hills, which is hereby identified in map form as Exhibit A (the “River Hills Water User Service Area”) and identified by Tax Parcel ID Number as listed in Exhibit B attached hereto. Service to properties outside of the River Hills Water User Service Area requires an amendment to this Agreement and approval by both Parties.
- 1.2 The Utility shall use its best efforts to, within one (1) year of a written petition from River Hills for expansion of the Utility’s current Water User Service Area (one hundred eighty (180) days in the case of existing water supply failures in River Hills which threaten human health, safety, or the environment), to provide service outside the existing service area. The Utility shall provide River Hills all data necessary to comply with § 66.0703 Wis. Stats. et. seq. to finance and pay for facilities as mutually agreed upon by River Hills and the Utility.

- 1.3 The Utility shall at all times use its best efforts to secure sources of water supply sufficient to serve the needs of River Hills as may be necessary under this Agreement.

Section 2. Terms.

- 2.1 Any and all debt service, capital costs, and operations costs for the River Hills Water User Service Area must be funded from revenues derived from the River Hills Water User Service Area. Annually, in the second quarter of the year, following bill collection from the four quarterly billing periods from the previous calendar year, the Utility will produce a ledger of the revenue from the River Hills Water User Service Area. The revenue shall be tracked cumulatively from the first date of service.
- 2.2 If at any time the revenue from the River Hills Water User Service Area does not exceed the debt service, capital and operations costs of the River Hills Water User Service Area, River Hills shall pay the Mequon Water Utility for the net difference in cost. This payment shall be due within 90 days of notice, unless otherwise approved by the Water Utility Commission.
- 2.3 River Hills agrees to collect any delinquent Mequon Water Utility bills of the customers within the River Hills Water User Service Area through its statutory tax collection procedure whereby such delinquencies are collected as a special tax against the property benefitted upon the certification of the delinquency by the Utility.
- 2.4 It is expressly agreed that the furnishing of service to the aforesaid River Hills Water User Service Area does not and shall not constitute a holding out by the Utility to provide water service to River Hills itself or to any other person, firm, or corporation residing or located in River Hills, nor does it grant any right to the Utility to provide water service to River Hills itself or to any other person, firm, or corporation residing or located in River Hills. Nor does River Hills commit itself to acceptance of future water service.
- 2.5 If at some future date it becomes economically feasible and convenient to provide direct water service to River Hills, rights are granted to the Mequon Water Utility to require payment under Section 2.2 as of the date of change in service.

Section 3. Permitting and Approvals.

- 3.1 This Agreement is indeterminate as to term under Wis. Stat. §§ 66.0815(2) and 196.54.
- 3.2 In furtherance of this Agreement or any right or option exercised under it, the Utility shall be responsible for obtaining and maintaining in force all permits and approvals (including but not limited to licenses, certifications, approvals, and tariffs) required by local, state, and federal authorities for the public water infrastructure. River Hills shall use its best efforts to expedite the processing of any such permits and approvals.

- 3.3 The Utility will provide service in compliance with generally accepted industry practices and all applicable regulatory standards.
- 3.4 The Utility will retain and maintain all appropriate records of operations and maintenance regarding service to River Hills customers. River Hills will have the right to inspect such records during normal business hours.
- 3.5 The Utility shall restore all River Hills rights of way to their original condition after work in the right of way by the Utility or its agents, and shall indemnify River Hills for bodily injury or property damage from work in or use of River Hills rights of way subject to the provisions of Section 5 below. Any work in an easement is subject to the terms and conditions of that easement.
- 3.6 Mequon Water Utility staff will apply to the Public Service Commission (PSC) for all necessary approvals to effectuate this Agreement. River Hills shall reimburse the Mequon Water Utility for all Mequon Water Utility staff time directly associated with the application process and all applicable charges from the PSC.
- 3.7 River Hills will administer any applicable plumbing permits associated with private infrastructure on individual parcels. Prior to issuing a plumbing permit, River Hills will confirm that the applicant submitted a Water Services Application and associated fee to the Mequon Water Utility.
- 3.8 The Utility will administer any applicable permitting or approvals associated with public infrastructure including services and transmission mains.

Section 4. Rates and Connection.

Unless otherwise set forth in this Agreement, the Utility will charge reasonable nondiscriminatory rates (as between Mequon, third municipalities, and River Hills residents) and shall not require connection by property owners or assess any property owner for fire protection without River Hills's prior written consent. All connections are subject to the Mequon Water Utility Water Connection Policy and applicable fee schedules.

Section 5. Indemnity.

The Utility shall indemnify, defend and hold River Hills, its officers, employees and agents harmless from any and all claims or liability of any kind whatsoever, arising out of operation and/or interruption of service, to the extent such claim or liability is proximately caused by the acts or omissions of the Utility, its agents and contractors. This language notwithstanding, nothing contained within this Agreement is intended to be a waiver or estoppel of the Utility or its insurers to rely upon the limitations, defenses, and immunities contained within Wisconsin Statutes Sections 893.80, 895.52, and 345.05 or common law, and the Utility or its insurers shall not be liable in indemnity, contribution or otherwise for an amount greater than the limits of liability under Wisconsin law.

Section 6. Integrated Agreement.

This document, together with all documents incorporated by reference, sets forth the entire understanding of the Parties and supersedes any and all prior agreements, written or oral, relating to the subject matter of this Agreement.

Section 7. Modifications.

This Agreement can only be amended in writing signed by both parties.

Section 8. Applicable Law: Construction.

- 8.1 This Agreement shall be interpreted in accordance with the laws of the State of Wisconsin.
- 8.2 Captions of any section or paragraph of this Agreement are for convenience or reference only and shall not define or limit the scope of any provisions contained herein. The Recitals in this Agreement are incorporated in and made a part of this Agreement.
- 8.3 The provisions of this Agreement shall be interpreted in such a manner so as to be effective and valid under applicable law. If any provision is found to be invalid or unenforceable under applicable law: (1) the same shall not affect the validity or enforceability of such provision under any other circumstances or of the remaining provisions of this Agreement; and (2) such provision shall be deemed automatically amended with the least changes necessary so as to be valid and enforceable.
- 8.4 Performance of this Agreement shall not give rise to any actual or implied relationship between the Parties (such as an agency, joint venture or partnership), except as otherwise expressly stated in this Agreement.
- 8.5 This Agreement is the result of negotiations between the Parties and review by their respective counsel. Neither party shall claim or enjoy any presumption as to the interpretation of its terms based on draftsmanship.
- 8.6 Individual projects completed under the terms of this Agreement are subject to the Mequon Water Utility Water Connection Policy, the City of Mequon Standard Specifications for Land Development and are required to obtain a subsequent Water Services Agreement.
- 8.7 The initial project serving any property within the River Hills Water Service Area, subject to a subsequent Water Services Agreement as outlined in Section 8.6, must include the following:
 - 8.7.1 Transmission main sizing sufficient for service and fire flow to all properties within the River Hills User Service Area and meet static pressure requirements of NR811.
 - 8.7.2 Installation of water main from the initial point of service back to County Line Road with a boundary valve.

- 8.7.3 Installation of water main from the initial point of service to the Village of Bayside under I-43. Casing required for the water infrastructure under the interstate crossing.
- 8.7.4 Mequon Water Utility approval of the design, technical specifications and construction plans prior to bidding.
- 8.7.5 Extended warranty requirements with a duration to be defined in the Water Services Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

CITY OF MEQUON

Andrew Nerbun, Mayor

Caroline Fochs, City Clerk

STATE OF WISCONSIN)
) ss.
OZAUKEE COUNTY)

Personally came before me this _____ day of _____, 2023, the above-named Andrew Nerbun, Mayor and Caroline Fochs, City Clerk of the City of Mequon, to me known to be the persons who executed the foregoing document, and acknowledged the same.

Notary Public, State of Wisconsin
My Commission:_____

Approved as to Form:

Brian Sajdak
Mequon City Attorney

VILLAGE OF RIVER HILLS

Christopher B. Noyes, Village President

Tammy LaBorde, Village Manager

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2023 the
above-named _____, Village President and _____,
Village Manager of the Village of River Hills, to me known to be the persons who executed the
foregoing document, and acknowledged the same.

Notary Public, State of Wisconsin
My Commission:_____

Approved as to Form:

Bill Dineen
Village Attorney